



Meeting: Board of Directors Regular Meeting

Date: Wednesday, May 24th, 2023

Time: 5:30 P.M.

Location: WLA, 8089 Globe Drive, Woodbury, MN 55125

AGENDA

1. Meeting Call to Order and Roll Call (Shelbi Pool, Board Chair)

1.1 Meeting Call to Order

1.2 Roll Call (Casidee Schrandt, Board Clerk)

2. WLA Mission and Vision (Shelbi Pool)

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

3. Approval of Agenda/Meeting Minutes (Presenter: Shelbi Pool, Board Chair)

3.1 Approval of meeting agenda

Motion: _____ 2nd: _____ Vote: _____

3.2 Approval of April 27th, 2023 Meeting Minutes

Motion: _____ 2nd: _____ Vote: _____

4. Conflict of Interest Declaration (Presenter: Shelbi Pool, Board Chair)

5. Public Comment (Presenter: Shelbi Pool, Board Chair)

5.1 Delegation of Public Comment Items (if necessary)

6. Board and Administration Reports

6.1 Board Report (Shelbi Pool)

6.2 Director Report (Dr. Mortensen)

6.3 Financial Director Report (BerganKDV)

6.4 Finance Committee Report (Jolene Skordahl)

6.4.1 Approve April Financials and May Finance Committee Minutes

Motion: _____ 2nd: _____ Vote: _____

6.4.2 Approve the 2023-24 School Budget

Motion: _____ 2nd: _____ Vote: _____

6.4.3 Approve Transportation Contract - Monarch

Motion: _____ 2nd: _____ Vote: _____

6.4.4 Approve Special Education Contracts

Motion: _____ 2nd: _____ Vote: _____

6.4.5 Approve food service contract

Motion: _____ 2nd: _____ Vote: _____

6.4.6 Approve vendor services and contracts

Motion: _____ 2nd: _____ Vote: _____

6.4.7 Accept Bruna Burns resignation from the Finance Committee due to moving out of state

Motion: _____ 2nd: _____ Vote: _____

6.5 Governance Committee Report (Natalie Sjoberg)

6.5.1 Accept May Governance Committee Minutes, and enter policies 410 and 538 into second reading.

Motion: _____ 2nd: _____ Vote: _____

6.6 Facilities Committee Report (Ryan Sheak)

7. Board Discussion and Business

7.1 Elections Update (Mandi Folks)

7.2 Ratify Employment Agreements (Dr. Mortensen)

7.3 Amend School Calendar to include snow days and added flex learning days

8. Board Communication & Future Items (Presenter: Shelbi Pool, Board Chair)

8.1 Board Communication/Future Agenda Items- Reflection

9. Housekeeping (Presenter: Shelbi Pool, Board Chair)

WLA Regular Board of Directors Meeting

Date: Thursday, June 22nd, 2023

Time: 5:30pm

Location: WLA, 8089 Globe Drive, Woodbury, MN 55125

10. Adjournment (Presenter: Shelbi Pool, Board Chair)

Adjournment

Motion: _____ 2nd _____ Vote: _____

**Woodbury Leadership Academy
Board of Directors Meeting Minutes
April 27, 2023**



Directors Present: Mandi Folks, Julie Ohs, Shelbi Pool, Ryan Sheak, Natalie Sjoberg, Jolene Skordahl, Rich Washington

Directors Absent: None.

Administration Present: Dr Kathleen Mortensen (Executive Director), Ben Broderick (Principal)

Advisors Virtual: BerganKDV, VOA Representative

Others in Attendance: A few WLA parents.

Meeting was live streamed for viewing and posted to the WLA website.

1. Meeting Call to Order and Roll Call

1.1 Meeting Call to Order

Ms. Pool called the meeting to order at 5:31 PM.

1.2 Roll Call

Ms. Schrandt took roll.

2. WLA Mission and Vision

Ms. Ohs read the WLA Mission and Vision Statements.

3. Approval of Agenda/Meeting Minutes

3.1 Approval of Meeting Agenda

Ms. Folks moved “to approve the April 27, 2023 meeting agenda.” Ms. Ohs seconded. Motion passed unanimously.

3.2 Approval of March 23, 2023 Meeting Minutes

Ms. Sjoberg moved “to approve the March 23, 2023 meeting minutes.” Ms. Folks seconded. Motion passed unanimously.

4. Conflict of Interest Declaration

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

5. Public Comment

5.1 Delegation of Public Comment Items

A couple of parents of WLA made comments on the topic of the possible merger.

6. Board and Administration Reports

6.1 Board Report

Ms. Pool mentioned that they will go over MSA’s non-negotiables later in the meeting. Ms. Pool also mentioned that the Board will need to send a survey to get feedback for Dr. Mortensen for when they do her evaluation.

6.2 Director Report

Ms. Mortensen discussed the Director Report. A few highlights from the report that Ms. Mortensen touched on were:

- The Responsive Classroom Foundation will be holding a regional training this summer at WLA.
- Hired our second principal, Nicholas Rice, that will be starting for the 23-24 school year.
- The VOA Conference is coming up June 12-14th and hoping for a Board member to attend.

6.3 Financial Director Report (BKDV)

Ms. Kes reviewed the March 2023 Executive Summary in the Board packet, noting the actual ADM is 672. The school currently has 101 days' cash on hand which is well above the requirement. The year is 75% complete, revenues are at 74.8% and expenditures disbursed are at 70.7% of the reporting period. Ms. Kes reviewed the March Financial Dashboard, Financial Statements, Contracted Services Report, and Supplemental Reports, explaining significant items in each of the reports.

6.4 Finance Committee Report

Ms Skordahl reported that the Finance Committee met on April 12. During this meeting, the committee reviewed the financial statements, proposed budget model, and ERC Credit. The committee also reviewed contracts with Pest Control and Lawn Care companies.

6.4.1. Accept March Financials and April Finance Committee Minutes

Ms. Skordahl motioned "to approve March Financial Statements and April Finance Committee Minutes." Ms. Folks seconded the motion. Motion passed unanimously.

6.5 Governance Committee Report

Ms. Sjoberg reported the Governance Committee met on April 13. During this meeting, there was discussion regarding the creation of a grading policy that was a proposal for the standards "referenced" grading policy.

6.5.1. Accept April Governance Committee Minutes and enter policies 510, 206, and 208 into second reading.

Ms. Sjoberg motioned "to approve April Governance Committee Minutes and enter policies 410, 413, 414, 415, 506, 514, 522, 524, 616, and 806 into first reading." Mrs. Ohs seconded. Motion passed unanimously.

6.6 Facilities Committee Report

Mr. Sheak reported that the Facilities Committee met on April 18. During this meeting, the committee discussed the future playground and the options that were available. The committee wanted to ensure that this playground was inclusive and best for all students. We are very excited about the playground and hoping that it will be ready to go before the snow comes!

Mr. Sheak motioned "to approve the March Facilities Committee Minutes." Ms. Skordahl seconded. Motion passed unanimously.

Ms. Folks motioned "to accept the resignation of Jason Livingston, appoint Ryan Sheak as the chair, and appoint Ben Broderick as a member of the Facilities Committee." Ms. Skordahl seconded. Motion passed unanimously.

7. Board Discussion and Business

7.1 Elections - Call for Board Candidate Nominations

Ms. Folks informed the Board of the open spots for the Board of Directors and reviewed the process for the nomination process.

7.2 Lawn Service Contract

7.3 Pest Control Contract

Ms. Folks made a motion “to approve the Paffy’s Pest Control and Lawn Service contracts.” Ms. Ohs seconded the motion. Motion passed unanimously.

7.4 Merger Update

Dr. Mortensen gave an update regarding the merger and discussed Math and Science Academy’s non-negotiables. Dr. Mortensen presented the side by side comparison of WLA and MSA for secondary school programming. Discussion ensued.

Ms. Skordahl made a motion “to discontinue discussion of merging with Math and Science Academy.”

Ms. Sjoberg seconded the motion. Roll call vote: Mandi Folks, Julie Ohs, Shelbi Pool, Ryan Sheak, Natalie Sjoberg, Jolene Skordahl, and Rich Washington voted yes. No votes for no. Motion passed unanimously.

8. Board Communication & Future Items

8.1 Board Communication/Future Agenda Items

Ms. Pool encouraged stakeholders to join the WLA Board and also reminded them that they will be working on sending out an evaluation of Dr. Mortensen.

9. Housekeeping

WLA Annual Board of Directors Meeting

Date: Thursday, May 25th, 2023

Time: 5:30pm

Location: WLA, Room 117, Building A – 8089 Globe Drive, Woodbury, MN 55125

10. Adjournment

Ms. Folks motioned “to adjourn tonight’s meeting.” Ms. Sjoberg seconded the motion. Motion passed unanimously. The meeting adjourned at 7:04 PM.

WOODBURY LEADERSHIP ACADEMY
DIRECTOR REPORT
MAY 24, 2023

Dr. Kathleen Mortensen

I. Organizational Leadership

- The Facilities Committee met on May 9th
- The Governance Committee met on May 18th
- The Finance Committee met on May 10th, with additional meetings internally and with BergenKDV on May 4th, 16th, & 22nd.
- ADM as of March 17th is 669

II. Instructional Leadership

- As per our recent Strategic Planning session, *“WLA intends to become a respected destination school in the area, and known nationally as a Core Knowledge School of Distinction.”*
 - A teacher work day was held on May 12th
 - All summer workshops are being planned and/or finalized for staff training

III. Financial Management

- Another item that arose during our Strategic Planning session was to *“Exercise fiscal responsibility while maintaining quality facilities, ensuring competitive staff pay, and appropriating the necessary instructional and operational supplies.”*
 - We are continually adjusting our budget to meet our financial targets.
 - Dustin Reeves from BergenKDV has completed the final budget for the current school year, as well as developed the budget for the upcoming school year.

IV. Human Resource Management

- We are in the process of renewing employment agreements and filling positions. Signed agreements are listed herein for ratification. Additional employment agreements will be presented at the June board meeting for ratification.
- A list of our anticipated staffing compliment is also attached herein.
- Our new Principal, Nick Rice, will be shadowing at WLA all day on June 1st

V. Provision for a Safe and Effective Learning Environment

- We had a “bonus” evacuation drill on May 18th due to a suspicious smell in a classroom. The fire department and Xcel-Energy arrived and cleared us to re-enter the building. It may have been due to a heating vent on the roof of building “A”.
- Significant planning for EOY events logistics is taking place in order to ensure safety of all participants and guests.

VI. Communications Management

- Yet another goal set during our Strategic Planning session was to *“Provide a safe and healthy learning environment that celebrates our diversity and builds community.”*

- The VOA Conference is coming up June 12-14th, and we have four board members and four employees attending!
- The student trip to D.C. heads out on June 8th and will return on the 11th
- Summer school starts on June 12th
- Grades 4 & 6 attended the Children's Theatre on May 18th
- Science Night was held on May 11th and we had approximately 1,000 people attend!
- The finale for "Battle of the Books" will occur on May 23rd, and May 30th
- The WLA Carnival will take place May 25th! We have asked parents to come at staggered times due to expected parking issues.
- Field Day will be held on June 7th
- Kindergarten Graduation will occur June 6th
- 8th Grade Graduation will occur June 6th
- The Choir and Rock Band concerts were held on May 9th

LAST	FIRST	POSITION	SIGNED
Barthel	Ashley	GR K	X
Engelsjgerd	Megan	GR K	X
Lashua	Emily	GR K	X
Overgaard	Lauren	GR K	X
Finch	Autumn	GR K	X
Egge	Devin	GR 1	X
Goodman	Madi	GR 1	Reminder Sent
Nelson	Katie	GR 1	X
Nightingale	Donna	GR 1	X
Schuesster	Myia	GR 1	X
Lemon	Miranda	GR 2	Reminder Sent
Stevens	Nicole	GR 2	X
Dawson	Ashley	GR 2	X
TBD		GR 2	Not yet filled
Grubisch	Katie	GR 3	X
McGrane	Amanda	GR 3	X
Weess	Fran	GR 3	X
Fallert	Erin	GR 3	X
Hauschild	Kassidy	GR 3	X
Jones	Steffani	GR 4	X
Knutson	Maddie	GR 4	X
McKinnon	Amanda	GR 4	X
Sharma	Radhika	GR 4	X
Capellen	Kelly	GR 5	X
Lautenbach	Colleen	GR 5	X
Slaggie	Katie	GR 5	X
TBD		GR 5	Not yet filled
Robb	Justin	GR 6 Language Arts	June
Olson	Samantha	GR 6	X
Vieter	Maggie	GR 6	X
Bloomer	Cody	GR 7/8 Math	X
Handahl	Autumn	GR 7/8 Science	X
May	Kalleigh	GR 7/8 Social Studies	X
TBD		GR 7/8 Language Arts	Not yet filled
Meyer	Brian	Leadership	X
Elmquist	Sam	Leadership/Art	X

Lauer mann	Cecelia	Music	June
Hazel	Harley	P.E.	Reminder Sent
Skordahl	Jolene	P.E.	X
Sievert	Mattea	Art	June
TBD		Remedial	Not yet filled
Iwasko	Alex	Remedial	Reminder Sent
Koerner	Ashlee	Remedial	X
Burnett	Christina	ELL	Reminder Sent
Session	Sandy	Building Substitute	Reminder Sent
Seegert	Morgan	Special Education	X
Zamzow	Ryan	Special Education	X
Kaster	Mallory	Special Education	X
Beck	Emma	Special Education	Reminder Sent
Ohs	Julie	Special Education	X
Wallisch	Taylor	Special Education	X
Scheiffer	Pam	Special Education	June
TBD		Special Education	Not yet filled
Poptelecan	Claudia	Para Professional	X
Bedard	Nic	Para Professional	X
Cunningham	Sam	Para Professional	X
Neiderbach	Peter	Para Professional	X
Simone	Michelle	Para Professional	X
Lock	Steve	Para Professional	X
Plappert	Denise	Para Professional	X
Sorenson	Amy	Para Professional	Reminder Sent
Harrington	April	Para Professional	X
Graff	Jess	Student Support Specialist	X
Martinez	Roberto	Custodial	June
Martinez	Norma	Custodial	June
Baumann	Nancy	Office	X
Schrandt	Cassidee	MARRS/Enrollment	X
Webb	Jodi	Reception	X
Suyak	Nicole	Executive Administrative Asst.	X
Klein	Brianna	Health Services	X
Ekelund	Luke	Counselor	June
Erickson	Jess	Dean of Students	X
Nafe	Megan	Curriculum Coordinator	X
			X

Rice	Nick	Principal	
Broderick	Ben	Principal	X
Mortensen	Kathleen	Executive Director	X



Woodbury Leadership Academy
Woodbury, MN
District 4228

Financial Report

April 30, 2023

Woodbury Leadership Academy
Woodbury, MN
Financial Report
April 30, 2023

Table of Contents

Executive Summary	1
Dashboard	2
Balance Sheet	4
Statement of Revenues and Expenditures	5
Cash Flow Projection	9
Contracted Services	10

Woodbury Leadership Academy
Woodbury, Minnesota
April 2023 Financial Report
Executive Summary

Summary of Key Financial Indicators

- * Average Daily Membership (ADM) Overview –
 - o Original Budget: 724 ADM
 - o Revised Budget: 669 ADM
 - o Working Budget: 666 ADM
 - o Actual: 666 ADM

- * The school's budgeted surplus in General Fund for the year is \$255,630. The school is budgeting to spend \$7,500 out of the Community Service Fund. A projected cumulative fund balance of \$2,263,747 or 29% of expenditures at fiscal year-end.

- * The School's working budget is projecting a surplus of \$111,077 at fiscal year-end, which would result in an ending fund balance of \$2,126,624 or 28% of total expenditures.

- * Projected Days of Cash on Hand is 92 days of annual expenditures. This is above 45 days meets minimum bond covenants.

Financial Statement Key Points

- * As of month-end, 83.3% of the year was complete.
- * Cash Balance as of the reporting period is \$2,169,016 and is up from \$2,242,242 in the previous month due to regular accounts payable processing.
- * State Aids Receivable 21-22 balance is \$0 as of the reporting period. The final amounts will be reconciled this Spring.
- * Revenues received at end of the reporting period – 82.7% of working budget.
- * Expenditures disbursed at end of the reporting period – 78.6% of working budget.

Other Items

- * The revised budget was approved at the March meeting and is reflected in the Financial Report.
- * 990 tax return will be prepared and submitted by the May 15th Deadline.
- * Legislative updates: The House and Senate have agreed upon a 4% increase to the General Education Formula for FY23-24. Free Meals for All has been approved and signed by the Governor; these will be effective as of July 1, 2024.

Woodbury Leadership Academy
Woodbury, MN
Financial Statements Dashboard
April 30, 2023

Financial Summary - Budgeted Amounts and Year to Date Activity

Resources to Operate Programs (Revenues):

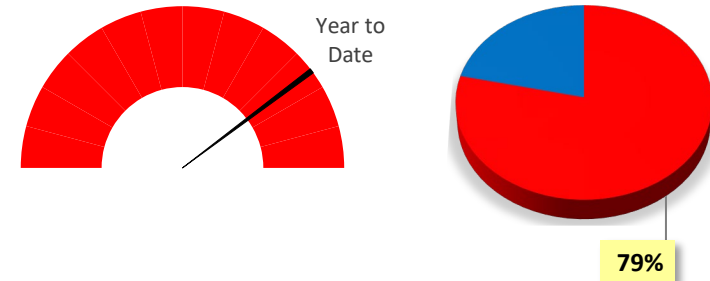
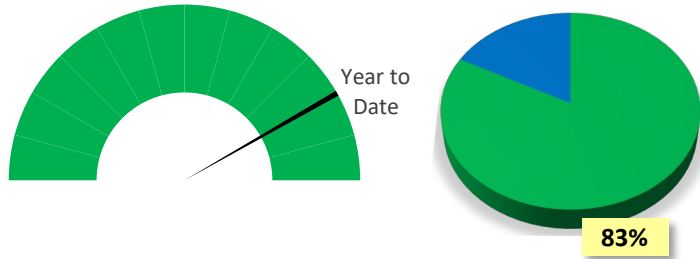
Approved Budget	\$7,942,784
Revised Budget	\$7,884,401
Working Budget	\$7,833,518
Year to Date	\$6,479,968

Funds Used to Provide Programs and Services (Expenses):

Approved Budget	\$7,694,654
Revised Budget	\$7,581,556
Working Budget	\$7,722,511
Year to Date	\$6,067,198

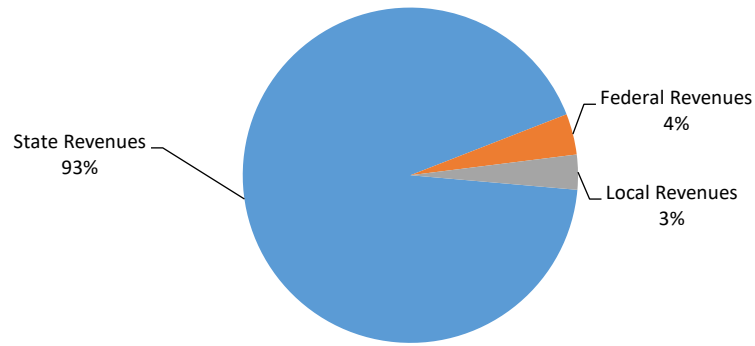
Excess / Deficit

Approved Budget	\$248,130
Revised Budget	\$302,845
Working Budget	\$111,007
Year to Date	\$412,771

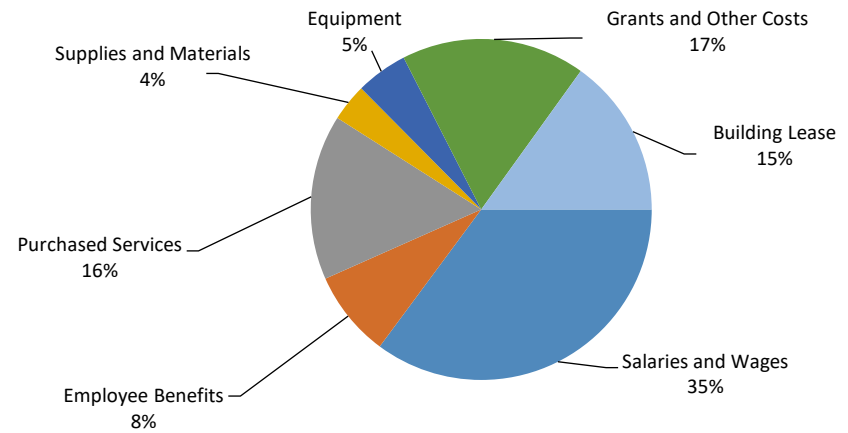


Budgets for the Year

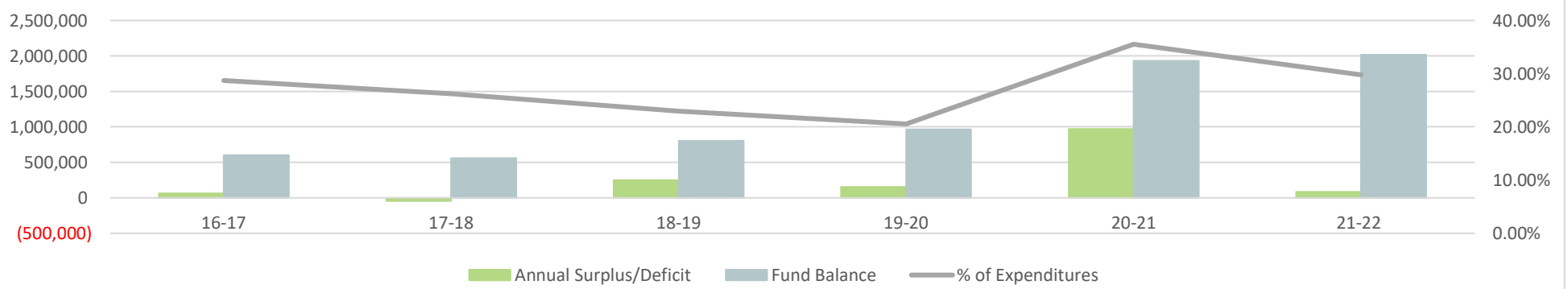
Where funds will come from to operate the school:

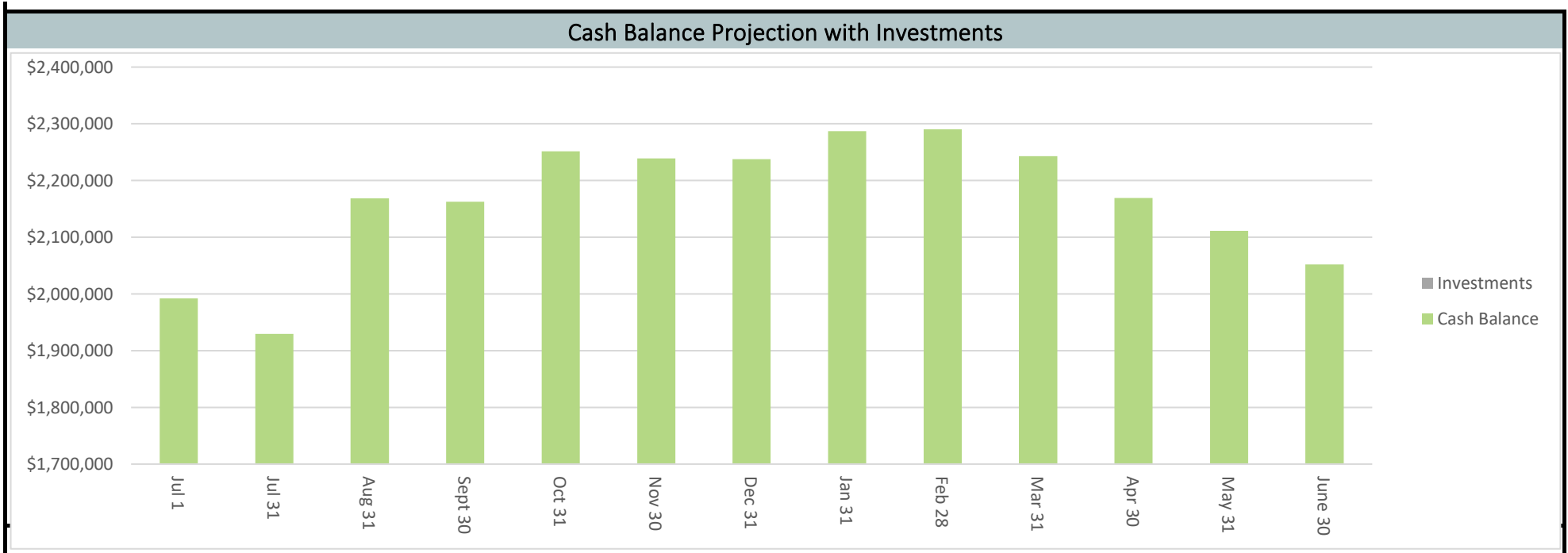
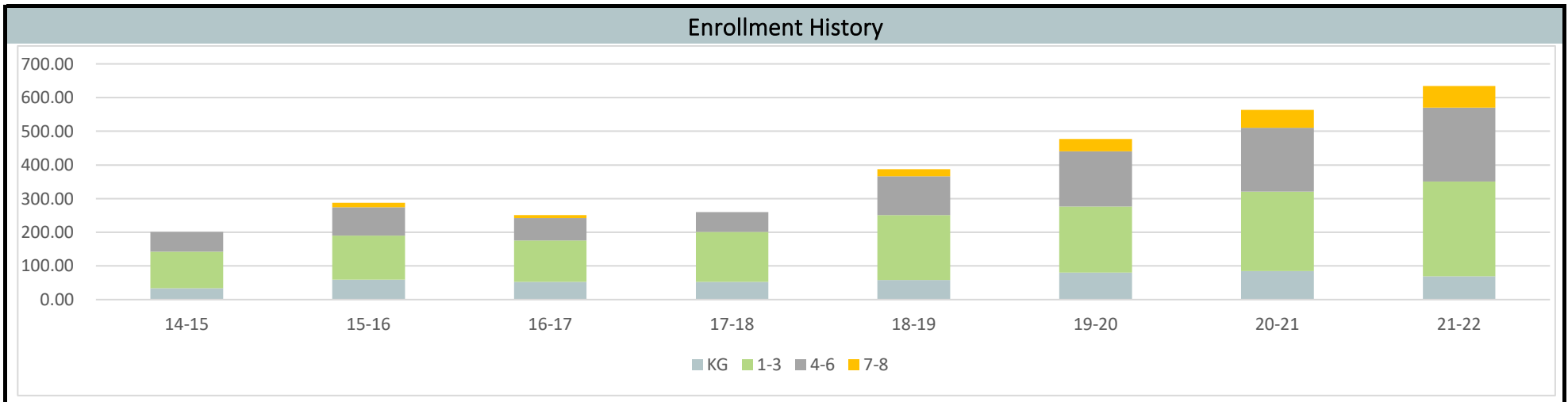
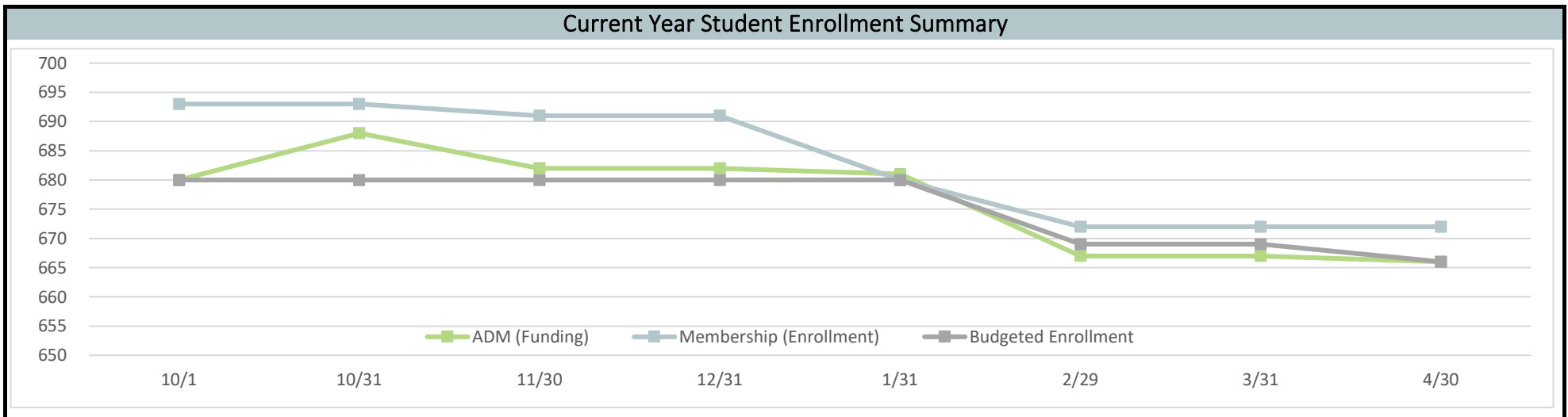
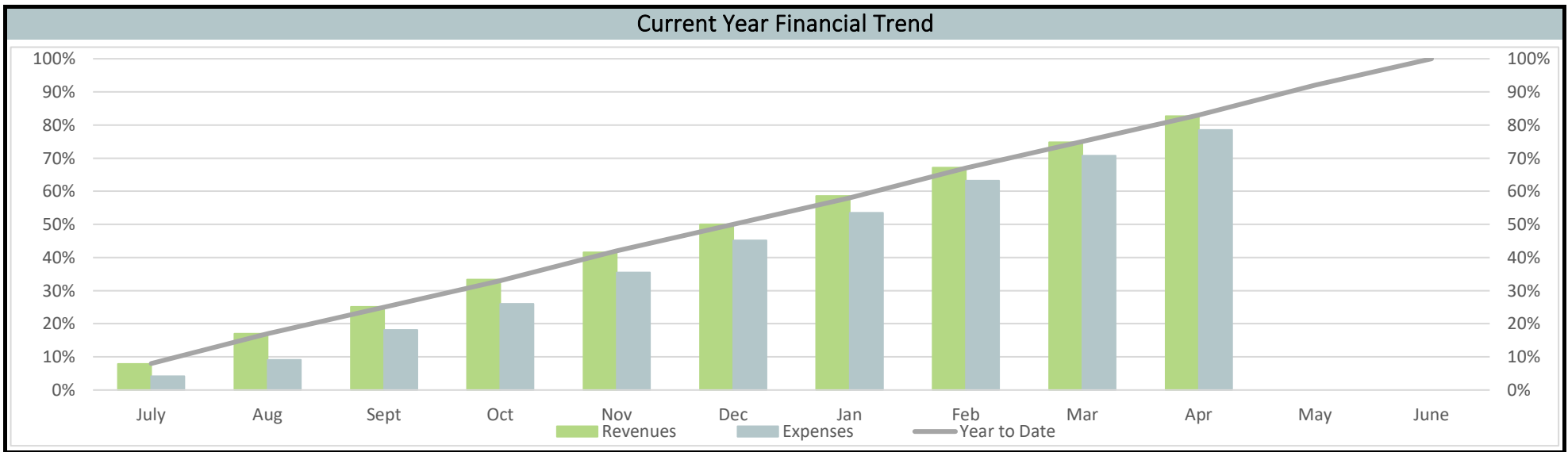


How the money is budgeted to be spent:



Fund Balance History





Woodbury Leadership Academy
Woodbury, MN
Balance Sheet
April 30, 2023

	Audited Balance June 30, 2022	Ending Balance
Assets		
Cash and Investments	\$ 1,992,176	\$ 2,169,016
Accounts Receivable	-	-
Due from Other Funds	93,744	68,964
State Aids Receivable	301,277	-
Current Year State Holdback Receivable		264,278
Federal Aids Receivable	107,781	163,889
Prepaid Expenses and Deposits	24,228	6,965
Payroll Deductions and Contributions (Prepaid)	-	-
	<hr/>	<hr/>
Total All Assets	\$ 2,519,206	\$ 2,673,111
Liabilities and Fund Balance		
Current liabilities		
Salaries and Wages Payable	\$ 206,350	\$ 217,144
Accounts Payable	124,767	-
Payroll Deductions and Contributions (Owed)	172,473	27,579
Total current liabilities	503,589	244,724
Fund balance		
Fund balance 07-01-2022	\$ 1,932,193	\$ 2,015,617
Net income to date fy 22 & 23	83,424	412,771
Total fund balance	2,015,617	2,428,388
	<hr/>	<hr/>
Total liabilities and fund balance	\$ 2,519,206	\$ 2,673,111
<i>Current Days of cash on hand</i>		103

Woodbury Leadership Academy
Woodbury, MN
Statement of Revenues and Expenditures
April 30, 2023

Months: 10 83.33%

General Fund - 01

Revenues

State Revenues

	FY 2023 Original Budget 724 ADM 743 PU	FY 2023 Revised Budget 669 ADM 687 PU	FY 2023 Working Budget 666 ADM 684 PU	Year to Date Activity	Percent of Working Budget
General Education Aid	\$ 5,558,815	\$ 5,147,137	\$ 5,152,272	\$ 4,429,420	86.0%
Charter School Lease Aid	976,302	902,387	898,258	375,159	41.8%
Long Term Facilities Maintenance Aid	98,076	90,651	90,236	-	0.0%
Literacy Incentive Aid	51,336	64,307	64,307	57,877	90.0%
School Land Trust Endowment Aid	23,610	28,964	30,480	30,480	100.0%
Special Education Aid + Adsis	894,101	1,020,472	937,558	820,379	87.5%
Prior Year Adjustments	-	100,000	88,000	87,942	99.9%
Estimated State Holdback Amount	-	-	-	264,278	-
Total State Revenues	7,602,240	7,353,918	7,261,111	6,065,535	83.5%

Federal Revenues

Federal Title I, II, V	31,055	38,062	43,678	42,826	98.1%
Federal Special Education	81,899	81,899	81,899	28,167	34.4%
Federal ARP Summer, 150	17,606	17,606	17,606	400	2.3%
Federal ESSER III, 160	11,521	11,521	11,521	10,039	87.1%
Federal ESSER III, 161	19,021	19,021	19,021	-	0.0%
Federal ESSER Summer Learning, 163	-	8,035	8,035	8,035	100.0%
Federal Testing Grant, 170	-	4,661	4,661	4,661	100.0%
Federal ESSER III, 169	122,442	122,442	122,442	74,137	60.6%
Total Federal Revenues	283,544	303,247	308,863	168,266	54.5%

Local Revenues

Fees from Students	31,600	42,600	53,000	51,690	97.5%
Medical Assistance	2,400	7,075	8,500	8,294	97.6%
Interest Earnings	1,000	50,518	65,000	57,738	88.8%
Contributions and Gifts, Give to the Max	20,000	20,000	20,000	15,448	77.2%
Contributions PTO offset with expense	2,000	30,000	30,000	28,000	93.3%
Miscellaneous Revenues- excel, wexford	-	77,044	87,044	84,779	97.4%
Sale of Merchandise/Fundraising	-	-	-	219	-
Total local revenues	57,000	227,236	263,544	246,168	93.4%

Total Revenues	\$ 7,942,784	\$ 7,884,401	\$ 7,833,518	\$ 6,479,968	82.7%
-----------------------	---------------------	---------------------	---------------------	---------------------	--------------

Woodbury Leadership Academy
Woodbury, MN
Statement of Revenues and Expenditures
April 30, 2023

Months: 10 83.33%

	FY 2023 Original Budget 724 ADM 743 PU	FY 2023 Revised Budget 669 ADM 687 PU	FY 2023 Working Budget 666 ADM 684 PU	Year to Date Activity	Percent of Working Budget
Expenditures					
Salaries and Wages	\$ 2,753,361	\$ 2,587,075	\$ 2,714,286	\$ 2,224,989	82.0%
Employee Benefits	730,641	633,431	633,431	509,099	80.4%
Contracted Services	248,643	240,643	278,063	234,147	84.2%
Technology Services	21,200	19,600	19,500	13,143	67.4%
Communication Services	10,400	9,600	9,500	5,591	58.9%
Postage	2,900	2,700	3,250	3,204	98.6%
Utilities	147,500	147,500	147,500	98,879	67.0%
Property and Casualty Insurance	25,000	23,100	23,300	23,281	99.9%
Repairs and Maintenance	110,425	65,425	85,425	60,977	71.4%
Student Transportation	533,350	586,960	586,960	523,022	89.1%
Field Trip Transportation	14,480	13,383	13,324	3,219	24.2%
Travel and Conferences	8,300	7,700	7,600	4,906	64.6%
Field Trip Admissions	25,400	31,800	31,800	29,997	94.3%
Building Lease	1,164,150	1,164,150	1,164,150	970,125	83.3%
Other Rentals and Leases	2,000	2,000	3,500	3,016	86.2%
Office Supplies/General Supplies	45,500	42,100	41,900	37,914	90.5%
Maintenance Supplies	53,800	49,700	49,500	34,081	68.9%
Non-Instructional Software	28,700	25,000	25,000	21,082	84.3%
Instructional Software	17,000	17,500	17,500	17,195	98.3%
Instructional Supplies	35,600	36,500	36,500	37,129	101.7%
Textbooks and Workbooks	73,100	67,600	67,300	66,448	98.7%
Standardized Tests	13,200	12,200	12,100	7,105	58.7%
Food	11,900	20,200	25,000	24,450	97.8%
Building Improvements	205,000	205,000	205,000	66,098	32.2%
Furniture and Other Equipment	50,575	46,735	46,530	10,048	21.6%
Technology Equipment	53,094	50,894	50,794	39,034	76.9%
Technology PTO Grant		12,000	12,000	-	0.0%
Principal and Interest - Capital Lease	26,600	24,500	24,400	7,605	31.2%
Dues and Memberships	34,900	34,900	34,900	27,882	79.9%
Third Party Expenditures	-	1,000	1,000	945	94.5%
Give to the Max, salaries	10,000	10,000	10,000	150	1.5%

Woodbury Leadership Academy
Woodbury, MN
Statement of Revenues and Expenditures
April 30, 2023

Months: 10 83.33%

	FY 2023 Original Budget 724 ADM 743 PU	FY 2023 Revised Budget 669 ADM 687 PU	FY 2023 Working Budget 666 ADM 684 PU	Year to Date Activity	Percent of Working Budget
State Special Education	903,687	1,036,709	949,431	769,075	81.0%
ADSI	43,204	43,204	43,204	25,097	58.1%
Federal Title I, II, V	31,055	38,062	43,678	42,826	98.1%
Federal Special Education	81,899	81,899	81,899	28,167	34.4%
Federal ARP Summer, 150	17,606	17,606	17,606	400	2.3%
Federal ESSER III, 160	11,521	11,521	11,521	10,039	87.1%
Federal ESSER III, 161	19,021	19,021	19,021	-	0.0%
Federal ESSER Summer Learning, 163		8,035	8,035	8,035	100.0%
Federal Testing Grant, 170		4,661	4,661	4,661	100.0%
Federal ESSER III, 169 Pandemic Enrollment Loss	122,442	122,442	122,442	74,137	60.6%
Total expenditures	\$ 7,687,154	\$ 7,574,056	\$ 7,682,511	\$ 6,067,198	79.0%
General fund net income	\$ 255,630	\$ 310,345	\$ 151,007	\$ 412,771	
Community Services Fund - 04					
Revenues					
Registration Revenue	\$ -	\$ -	\$ -	\$ -	-
Total revenues	\$ -	\$ -	\$ -	\$ -	-
Expenditures					
Purchased Services	\$ -	\$ -	\$ -	\$ -	-
Supplies and Materials, Snacks	-	-	-	-	-
Equipment	7,500	7,500	40,000	-	0.0%
Dues and Memberships	-	-	-	-	-
Total Expenditures	\$ 7,500	\$ 7,500	\$ 40,000	\$ -	0.0%
Community Services Fund Net Income	\$ (7,500)	\$ (7,500)	\$ (40,000)	\$ -	

Woodbury Leadership Academy
Woodbury, MN
Statement of Revenues and Expenditures
April 30, 2023

Months: 10 83.33%

	FY 2023 Original Budget 724 ADM 743 PU	FY 2023 Revised Budget 669 ADM 687 PU	FY 2023 Working Budget 666 ADM 684 PU	Year to Date Activity	Percent of Working Budget
Total All Funds					
Revenues					
State Revenues	\$ 7,602,240	\$ 7,353,918	\$ 7,261,111	\$ 6,065,535	83.5%
Federal Revenues	283,544	303,247	308,863	168,266	54.5%
Local Revenues	57,000	227,236	263,544	246,168	93.4%
Total Revenues	\$ 7,942,784	\$ 7,884,401	\$ 7,833,518	\$ 6,479,968	82.7%
Expenditures					
Salaries and Wages	\$ 2,753,361	\$ 2,587,075	\$ 2,714,286	\$ 2,224,989	82.0%
Employee Benefits	730,641	633,431	633,431	509,099	80.4%
Purchased Services	2,313,748	2,314,561	2,373,872	1,973,507	83.1%
Supplies and Materials	278,800	270,800	274,800	245,404	89.3%
Equipment	342,769	346,629	378,724	122,785	32.4%
Grants and Other Costs	1,275,335	1,429,060	1,347,398	991,414	73.6%
Total Expenditures	\$ 7,694,654	\$ 7,581,556	\$ 7,722,511	\$ 6,067,198	78.6%
Total Revenues All Funds	\$ 7,942,784	\$ 7,884,401	\$ 7,833,518	\$ 6,479,968	82.7%
Total Expenditures All Funds	\$ 7,694,654	\$ 7,581,556	\$ 7,722,511	\$ 6,067,198	78.6%
Net Income - All Funds	\$ 248,130	\$ 302,845	\$ 111,007	\$ 412,771	

Beginning Fund Balance, All Funds, July 1, 2022	\$ 2,015,617	\$ 2,015,617	\$ 2,015,617
Projected Fund Balance, All Funds, June 30, 2023	\$ 2,263,748	\$ 2,318,462	\$ 2,126,624
Projected Fund Balance Percentage	29%	31%	28%
<i>DSCR</i>	125%	135%	116%

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

Woodbury Leadership Academy
Cash Flow Projection Summary
2022-2023 School Year

Period Ending	Cash Inflows (Revenues)				Total Receipts	Cash Outflows (Expenditures)				Cash Balance
	State Aid Payments	Federal Aid Payments	Other Receipts	Prior Year State and Federal Holdback		Salaries (Cash flow budgeted at Gross but updated at Net)	Other Expenses Actual Includes Benefits (Tax Payments, PERA, TRA) and AP	Payments made on behalf of the building company	Total Expenses	
									<i>Beginning Balance</i>	\$ 1,992,176
Jul 31	\$ 474,521	\$ -	\$ -	\$ -	\$ 474,521	\$ 163,022	\$ 373,919	\$ -	\$ 536,941	1,929,757
Aug 31	621,505	-	64,666	172,146	858,317	241,359	378,370	-	619,729	2,168,345
Sept 30	568,935	-	19,194	69,407	657,536	210,325	452,888	-	663,213	2,162,668
Oct 31	551,799	-	12,906	154,304	719,010	216,364	413,689	-	630,053	2,251,625
Nov 30	597,144	-	18,141	201	615,486	210,991	416,917	-	627,908	2,239,204
Dec 31	588,557	4,377	149,146	-	742,080	222,176	521,255	-	743,431	2,237,852
Jan 31	564,422	-	34,272	61,526	660,221	201,773	408,992	-	610,765	2,287,308
Feb 28	538,954	50,962	4,000	-	593,916	260,166	330,678	-	590,843	2,290,381
Mar 31	584,077	-	13,604	-	597,681	275,824	369,069	-	644,893	2,243,168
Apr 30	568,079	-	14,779	(19,971)	562,886	208,148	428,891	-	637,039	2,169,016
May 31	538,954	-	4,000	-	542,954	256,639	343,899	-	600,538	2,111,431
June 30	503,436	-	4,000	-	507,436	264,051	302,665	-	566,716	2,052,151
Projected	6,700,383	55,339	338,709	437,613	7,532,044	2,730,838	4,741,231	-	7,472,068	

Assumptions: 10% State Aid Holdback

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

Woodbury Leadership Academy
Woodbury, MN
Contracted Services & Maintenance Report
April 30, 2023

305 - Contracted Services Detail	FY23			
	Original Budget	Working Budget	Actual	% spent
Advertising & Marketing	4,000	4,000	3,817	95.4%
Board Related Services	3,000	3,000	-	0.0%
Financial Management Services	77,112	77,112	72,000	93.4%
Time & Attendance Fees	9,300	9,300	4,368	47.0%
Audit & Tax Services	11,216	14,600	14,600	100.0%
Background Checks	2,100	-	-	0.0%
Bank Fees	3,850	7,850	6,919	88.1%
e-rate consulting	-	2,950	2,950	0.0%
Benefit Fees	700	700	482	68.9%
Strategic Planning Consultant	8,000	-	-	0.0%
Legal Services	15,000	15,000	4,570	30.5%
Substitutes/Student Services/ESL	15,000	15,000	22,290	148.6%
Nursing	7,200	7,200	3,985	55.3%
Janitorial Services- Robemy Cleaning	80,580	118,000	96,126	81.5%
Other Fees	11,585	3,351	2,039	60.9%
	248,643	278,063	234,147	94%



Woodbury Leadership Academy
Woodbury, MN
District 4228

Supplemental Reports

April 30, 2023

WOODBURY LEADERSHIP ACADEMY Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
OLDN		8447		Wire	1	1369	BerganKDV Outsourced Services LLC		No	Yes	No	04/17/2023	438.00
OLDN		8448		Wire	1	1635	USBank		No	Yes	No	04/17/2023	97,012.50
OLDN		8449		Wire	1	1001	Public Employee Retirement Association		No	Yes	No	04/15/2023	4,274.34
OLDN		8450		Wire	1	1002	Teachers Retirement Association		No	Yes	No	04/15/2023	19,481.52
OLDN		8451		Wire	1	1003	Internal Revenue Service		No	Yes	No	04/15/2023	32,203.64
OLDN		8452		Wire	1	1004	MN Department of Revenue Service		No	Yes	No	04/15/2023	5,274.47
OLDN		8453		Wire	1	1128	AssociatedBank		No	Yes	No	04/15/2023	2,440.23
OLDN		8454		Wire	1	1417	VOYA		No	Yes	No	04/15/2023	1,739.90
OLDN		8455		BP	1	1098	Teachers on Call	C Corporation	No	Yes	No	04/13/2023	765.00
OLDN		8456		BP	1	1098	Teachers on Call	C Corporation	No	Yes	No	04/13/2023	765.00
OLDN		8457		BP	1	1140	Computer Integration Technologies		No	Yes	No	04/13/2023	2,856.00
OLDN		8458		BP	1	1150	JR Computer Associates		No	Yes	No	04/13/2023	1,200.00
OLDN		8459		BP	1	1233	Reno Mothes		No	Yes	No	04/13/2023	900.00
OLDN		8460		BP	1	1240	Keys to Communication		No	Yes	No	04/13/2023	6,300.00
OLDN		8461		BP	1	1241	Sheila Merzer		No	Yes	No	04/13/2023	218.75
OLDN		8462		BP	1	1241	Sheila Merzer		No	Yes	No	04/13/2023	125.00
OLDN		8463		BP	1	1246	Sentient Healthcare	S Corporation	No	Yes	No	04/13/2023	137.50
OLDN		8464		BP	1	1302	Toshiba Financial Services		No	Yes	No	04/13/2023	2,949.91
OLDN		8465		BP	1	1462	Monarch Bus Service Inc		No	Yes	No	04/13/2023	57,331.12
OLDN		8466		BP	1	1515	Minnesota Coaches Inc		No	Yes	No	04/13/2023	10,802.48
OLDN		8467		BP	1	1541	Business Essentials		No	Yes	No	04/13/2023	820.00
OLDN		8468		BP	1	1555	DHH Consulting LLC	Ind/Sole Proprietor	No	Yes	No	04/13/2023	1,270.72
OLDN		8469		BP	1	1594	InstantWhip- Minneapolis		No	Yes	No	04/13/2023	302.89
OLDN		8470		BP	1	1594	InstantWhip- Minneapolis		No	Yes	No	04/13/2023	328.48
OLDN		8471		BP	1	1637	Wexford Commerical Construction LLC		No	Yes	No	04/13/2023	3,500.00
OLDN		8472		BP	1	1639	Navigate Care Consulting	Ind/Sole Proprietor	No	Yes	No	04/13/2023	382.50
OLDN		8473		BP	1	1644	Robemy Cleaning Services LLC	Ind/Sole Proprietor	No	Yes	No	04/13/2023	11,000.00
OLDN		8474		BP	1	1688	Sam Wakefield		No	Yes	No	04/13/2023	2,100.00
OLDN		8475		BP	1	1695	Jamey Strand		No	Yes	No	04/13/2023	600.00
OLDN		8476		BP	1	1700	Ann C Polachek		No	Yes	No	04/13/2023	1,000.00
OLDN		8477		BP	1	1013	Region V Computer Services		No	Yes	No	04/25/2023	2,244.75
OLDN		8478		BP	1	1029	The Home Depot		No	Yes	No	04/25/2023	20.22
OLDN		8479		BP	1	1054	Integrative Therapy, LLC.		No	Yes	No	04/25/2023	3,418.00
OLDN		8480		BP	1	1098	Teachers on Call	C Corporation	No	Yes	No	04/25/2023	255.00
OLDN		8481		BP	1	1098	Teachers on Call	C Corporation	No	Yes	No	04/25/2023	1,275.00
OLDN		8482		BP	1	1241	Sheila Merzer		No	Yes	No	04/25/2023	343.75
OLDN		8483		BP	1	1369	BerganKDV Outsourced Services LLC		No	Yes	No	04/25/2023	7,500.00
OLDN		8484		BP	1	1369	BerganKDV Outsourced Services LLC		No	Yes	No	04/25/2023	6,450.00
OLDN		8485		BP	1	1541	Business Essentials		No	Yes	No	04/25/2023	820.00

WOODBURY LEADERSHIP ACADEMY

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void			Amount	
									Print	Recon	Void		Date
OLDN		8486		BP	1	1594	InstantWhip- Minneapolis		No	Yes	No	04/25/2023	317.90
OLDN		8487		BP	1	1594	InstantWhip- Minneapolis		No	Yes	No	04/25/2023	317.90
OLDN		8488		BP	1	1621	Cintas		No	Yes	No	04/25/2023	329.38
OLDN		8489		BP	1	1634	Nitti Sanitation		No	Yes	No	04/25/2023	590.84
OLDN		8490		BP	1	1639	Navigate Care Consulting	Ind/Sole Proprietor	No	Yes	No	04/25/2023	662.50
OLDN		8491		BP	1	1695	Jamey Strand		No	Yes	No	04/25/2023	1,200.00
OLDN		8492		BP	1	1700	Ann C Polachek		No	Yes	No	04/25/2023	1,800.00
OLDN		8493		Wire	1	1064	HealthPartners - Group		No	Yes	No	04/30/2023	20,520.63
OLDN		8494		Wire	1	1064	HealthPartners - Group		No	Yes	No	04/30/2023	23,355.60
OLDN		8495		Wire	1	1441	Old National		No	Yes	No	04/30/2023	602.91
OLDN		8496		Wire	1	1558	Bill.com		No	Yes	No	04/30/2023	116.87
OLDN		8497		Wire	1	1632	Xcel Energy		No	Yes	No	04/30/2023	5,493.42
OLDN		8498		Wire	1	1632	Xcel Energy		No	Yes	No	04/30/2023	218.77
OLDN		8499		Wire	1	1001	Public Employee Retirement Association		No	No	No	04/28/2023	3,564.08
OLDN		8500		Wire	1	1002	Teachers Retirement Association		No	No	No	04/28/2023	19,291.12
OLDN		8501		Wire	1	1003	Internal Revenue Service		No	No	No	04/28/2023	31,018.61
OLDN		8502		Wire	1	1004	MN Department of Revenue Service		No	No	No	04/28/2023	4,931.50
OLDN		8503		Wire	1	1128	AssociatedBank		No	No	No	04/28/2023	2,440.23
OLDN		8504		Wire	1	1417	VOYA		No	No	No	04/28/2023	1,739.90
OLDN		8505		Wire	1	1508	First Bankcard		No	Yes	No	04/28/2023	17,508.83

Bank Total: \$426,867.66

Report Total: \$426,867.66

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
1908	4228	OLDN	CR0423													
FY23 Donations				1926	Credit	A 04/10/23		Check	1	DONATE Donations						
						4228	R 01 005 000 000 000 096			MightyCause Donation					20.00	0.00
														Receipt Total:	\$20.00	\$0.00
														Deposit Total:	\$20.00	\$0.00
1909	4228	OLDN	CR0423													
FY23 IDEAS				1927	Credit	A 04/14/23		Check	1	Miscellaneous Customer						
						4228	R 01 005 000 000 740 360			FY23 SPED					232,260.89	0.00
						4228	R 01 005 000 000 348 300			FY23 Charter Sch Lease					52,119.55	0.00
														Receipt Total:	\$284,380.44	\$0.00
FY23 IDEAS				1928	Debit	A 04/14/23		Check	1	Miscellaneous Customer						
						4228	B 01 121 000			FY22 SPED				(19,971.45)	0.00	
														Receipt Total:	(\$19,971.45)	\$0.00
														Deposit Total:	\$264,408.99	\$0.00
1910	4228	OLDN	CR0423													
FY23 IDEAS				1929	Credit	A 04/28/23		Check	1	Miscellaneous Customer						
						4228	R 01 005 000 000 000 211			FY23 Gen Ed Aid					283,698.48	0.00
														Receipt Total:	\$283,698.48	\$0.00
														Deposit Total:	\$283,698.48	\$0.00
1911	4228	OLDN	CR0423													
4.28.23 Deposit				1930	Credit	A 04/28/23		Check	1	Miscellaneous Customer						
						4228	R 01 005 000 000 000 050			Pizza sales					1,227.90	0.00
														Receipt Total:	\$1,227.90	\$0.00
														Deposit Total:	\$1,227.90	\$0.00
1912	4228	OLDN	CR0423													
4.28.23 Deposit				1931	Credit	A 04/28/23		Check	1	Miscellaneous Customer						
						4228	R 01 005 000 000 000 050			Gr 5 fieldtrip JA Biztown					1,280.00	0.00
						4228	R 01 005 000 000 000 050			Gr 7&8 Science Museum					20.00	0.00
						4228	R 01 005 000 000 000 050			Gr 2 Fieldtrip Science Museu					1,135.00	0.00
						4228	R 01 005 000 000 000 050			Gr 1 Fieldtrip Llama & SA					401.93	0.00
														Receipt Total:	\$2,836.93	\$0.00
														Deposit Total:	\$2,836.93	\$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
1913	4228	OLDN	CR0423													
4.28.23 Deposit																
			1932	Credit	A	04/28/23		Check	1	M						Miscellaneous Customer
						4228	R 01 005 000 000 000 050								8.60	0.00
						4228	R 01 005 000 000 000 050								340.00	0.00
						4228	R 01 005 000 000 000 050								916.50	0.00
						4228	R 01 005 000 000 000 620								34.00	0.00
						4228	R 01 005 000 000 372 071								647.47	0.00
						4228	R 01 005 000 000 372 071								309.19	0.00
														Receipt Total:	\$2,255.76	\$0.00
														Deposit Total:	\$2,255.76	\$0.00
1914	4228	OLDN	CR0423													
FY23 April Interest																
			1933	Credit	A	04/30/23		Check	1	I						Interest
						4228	R 01 005 000 000 000 092								8,342.35	0.00
														Receipt Total:	\$8,342.35	\$0.00
														Deposit Total:	\$8,342.35	\$0.00
1915	4228	OLDN	CR0423													
FY23 April Square																
			1934	Credit	A	04/30/23		Check	1	M						Miscellaneous Customer
						4228	R 01 005 000 000 000 050								100.00	0.00
														Receipt Total:	\$100.00	\$0.00
FY23 April Square																
			1935	Debit	A	04/30/23		Check	1	M						Miscellaneous Customer
						4228	E 01 005 112 000 000 305								(3.92)	0.00
														Receipt Total:	(3.92)	\$0.00
														Deposit Total:	\$96.08	\$0.00
														Report Total:	\$562,886.49	\$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
4928	202301	07/31/2022	P	JE		CORR GIS Prepaid coding re	GIS LIFE/LTD/STD	B	01	131	000				Prepaid Expenditures	376.17	0.00
							GIS 6.29.22 Vision	B	01	131	000				Prepaid Expenditures	1,711.47	0.00
							GIS 6.29.22 Dental	B	01	131	000				Prepaid Expenditures	2,140.51	0.00
							GIS July Vision	B	01	131	000				Prepaid Expenditures	0.00	376.17
							GIS Dental July	B	01	131	000				Prepaid Expenditures	0.00	1,711.47
							GIS July LIFE/STD/LTD	B	01	131	000				Prepaid Expenditures	0.00	2,140.51
							GIS 6.29.22 Dental	B	01	215	009				Dental	0.00	2,140.51
							GIS Dental July	B	01	215	009				Dental	1,711.47	0.00
							GIS LIFE/LTD/STD	B	01	215	013				Life/LTD/STD	0.00	376.17
							GIS July LIFE/STD/LTD	B	01	215	013				Life/LTD/STD	2,140.51	0.00
							GIS 6.29.22 Vision	B	01	215	021				Vision	0.00	1,711.47
							GIS July Vision	B	01	215	021				Vision	376.17	0.00
																\$8,456.30	\$8,456.30
4931	202309	03/31/2023	P	JE		118/205 thru 3.31.23	Jan BerganKDV	B	50	205	000				Due To Other Funds	0.00	3,375.00
							Jan First American Title	B	50	205	000				Due To Other Funds	0.00	350.00
							Feb Hanover Ins	B	50	205	000				Due To Other Funds	0.00	8,449.19
							Feb Colliers	B	50	205	000				Due To Other Funds	0.00	13,500.00
							Jan Cash Receipts	B	50	205	000				Due To Other Funds	22,955.00	0.00
							Jan Cash Receipts	B	50	205	000				Due To Other Funds	18,009.49	0.00
							Jan BerganKDV	E	50	005	110	000	000	305	Consult/Fees For Svc	3,375.00	0.00
							Jan First American Title	E	50	005	110	000	000	305	Consult/Fees For Svc	350.00	0.00
							Feb Colliers	E	50	005	810	000	000	520	Bldgs Acquisition	13,500.00	0.00
							Feb Hanover Ins	E	50	005	940	000	000	340	Insurance	8,449.19	0.00
							Jan Cash Receipts	R	50	005	000	000	000	099	Misc Local Revenue	0.00	22,955.00
							Jan Cash Receipts	R	50	005	000	000	000	099	Misc Local Revenue	0.00	18,009.49
																\$66,638.68	\$66,638.68
4932	202309	03/31/2023	P	JE		118/205 thru 3.31.23	March First American Title	B	50	205	000				Due To Other Funds	0.00	750.00
								E	50	005	110	000	000	305	Consult/Fees For Svc	750.00	0.00
																\$750.00	\$750.00
4933	202309	03/31/2023	P	JE		118/205 thru 3.31.23	Fist American Title	B	50	205	000				Due To Other Funds	0.00	350.00
							Fist American Title	E	50	005	110	000	000	305	Consult/Fees For Svc	350.00	0.00
																\$350.00	\$350.00

**Woodbury Leadership Academy
Long-Range Budget Projection Model
May 22, 2023**

	<i>Audited Actual</i>	<i>Approved Original</i>	<i>Revised Budget</i>	<i>Working Budget</i>	<i>Proposed Original</i>	<i>Budget Projections</i>			
Annual Surplus (Deficit)	83,419	248,131	300,475	225,498	233,570	818,788	804,772	880,014	826,286
	<u>Year 8 2021-2022</u>	<u>Year 9 2022-2023</u>	<u>Year 9 2022-2023</u>	<u>Year 9 2022-2023</u>	<u>Year 10 2023-2024</u>	<u>Year 11 2024-2025</u>	<u>Year 12 2025-2026</u>	<u>Year 13 2026-2027</u>	<u>Year 14 2027 - 2028</u>
Enrollment Projections									
Number Students Grade K	70	100	88	84	113	90	90	90	90
Number Students Grade 1	89	90	86	86	102	105	105	105	105
Number Students Grade 2	100	110	105	105	94	105	105	105	105
Number Students Grade 3	82	90	95	95	116	105	105	105	105
Number Students Grade 4	87	88	79	79	91	105	105	105	105
Number Students Grade 5	85	86	69	69	80	105	105	105	105
Number Students Grade 6	56	65	59	60	69	96	103	103	103
Number Students Grade 7	44	55	50	49	48	85	85	103	103
Number Students Grade 8	21	40	38	38	41	74	82	85	85
Enrollment totals by state pupil unit weighting category									
Total Number of Students Grade K - 6	569	629	581	579	665	711	718	718	718
Total Number of Students Grade 7-12	65	95	88	87	89	159	167	188	188
Total Number of Students/ADM	634	724	669	666	754	870	885	906	906
Total Number of Current Year Pupil Units	647	743	687	684	772	902	918	944	944

State Revenue Assumptions and Calculations									
					Estimated State Increases				
General Education Rev: State Averages Per Pupil Unit	\$6,728	\$6,863	\$6,863	\$6,863	\$7,138	\$7,280	\$7,426	\$7,574	\$7,726
Inflation Rate Assumption-Basic only	2.5%	2.0%	2.0%	2.0%	4.0%	2.0%	2.0%	2.0%	2.0%
Basic INCLUDING Transportation	\$6,727.65	\$6,863.00	\$6,863.00	\$6,863.00	\$7,137.52	\$7,280.27	\$7,425.88	\$7,574.39	\$7,725.88
Gifted and Talented	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00	13.00
Sparsity	31.13	31.13	31.13	32.53	32.53	32.53	32.53	32.53	32.53
Operating Capital	226.78	226.69	226.69	226.63	226.63	226.63	226.63	226.63	226.63
Equity	116.14	116.46	116.46	115.27	115.27	115.27	115.27	115.27	115.27
Referendum	115.60	115.55	115.55	86.37	82.05	73.85	66.46	59.82	53.83
Total Per Pupil Unit State Revenue	\$7,230.30	\$7,365.83	\$7,365.83	\$7,336.80	\$7,607.00	\$7,741.55	\$7,879.77	\$8,021.64	\$8,167.15
Total General Education State Revenue	4,678,004	5,472,812	5,058,469	5,015,481	5,871,084	6,981,327	7,236,778	7,569,218	7,706,518

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
Long-Range Budget Projection Model
May 22, 2023

	<i>Audited Actual</i>	<i>Approved Original</i>	<i>Revised Budget</i>	<i>Working Budget</i>	<i>Proposed Original</i>	<i>Budget Projections</i>			
Annual Surplus (Deficit)	83,419	248,131	300,475	225,498	233,570	818,788	804,772	880,014	826,286
	Year 8 <u>2021-2022</u>	Year 9 <u>2022-2023</u>	Year 9 <u>2022-2023</u>	Year 9 <u>2022-2023</u>	Year 10 <u>2023-2024</u>	Year 11 <u>2024-2025</u>	Year 12 <u>2025-2026</u>	Year 13 <u>2026-2027</u>	Year 14 <u>2027 - 2028</u>
	11%	11%	11%	11%	9%	9%	9%	9%	9%
Compensatory Revenue	<i>per mde 1-27-22</i>	<i>per mde 1-14-22</i>	<i>per mde 1-14-22</i>	<i>per mde 1-14-22</i>	<i>Per MDE 01.11.23</i>	<i>estimate</i>	<i>estimate</i>	<i>estimate</i>	<i>estimate</i>
A: Number of Students prior yr. (current year for 1st year)	564	641	641	641	666	754	870	885	906
B: Number of Free Lunch Students prior yr. (or current year for 1st yr.)	60	68	68	68	59	67	77	78	80
C: Number of Reduced Lunch Students prior yr. (current yr. for 1st yr.)	10	0	0	0	19	22	25	25	26
D: Adjusted Counts = 100% Free, 50% Reduced - (A)	65.00	68.00	68.00	68.00	68.50	77.55	89.48	91.02	93.18
E: Concentration Portion	0.12	0.11	0.11	0.11	0.10	0.10	0.10	0.10	0.10
F: Concentration Factor (lesser of 1 or Conc. Portion/ .8)	0.14	0.13	0.13	0.13	0.13	0.13	0.13	0.13	0.13
G: PU = .6 * D * F	5.62	5.41	5.41	5.41	5.28	5.98	6.90	7.02	7.19
H: Initial Revenue	35,467	34,886	34,886	34,886	31,831	41,070	48,393	50,271	52,552
Miscellaneous Adjustment (Rounding)	(2,371)	(2,296)	(2,296)	(2,296)	36	0	0	0	0
I: Short Year Factor	1	1	1	1	1	1	1	1	1
Calculated Compensatory State Revenue ((A) x (B))	33,096	32,590	32,590	32,590	31,867	41,070	48,393	50,271	52,552
Building Lease Aid: Lesser of line a or b below:									
Lease Aid Expense	1,038,526	1,164,150	1,164,150	1,164,150	1,253,725	1,314,600	1,341,800	1,342,400	1,342,400
a) Lease Aid Rev at \$1,314 per pupil unit as per state cap	<u>850,158</u>	<u>976,302</u>	<u>902,387</u>	<u>898,258</u>	<u>1,014,145</u>	<u>1,184,965</u>	<u>1,206,778</u>	<u>1,239,890</u>	<u>1,239,890</u>
b) Lease Aid Rev at Aid at 90% of Lease	<u>934,674</u>	<u>1,047,735</u>	<u>1,047,735</u>	<u>1,047,735</u>	<u>1,128,353</u>	<u>1,183,140</u>	<u>1,207,620</u>	<u>1,208,160</u>	<u>1,208,160</u>
Lesser of \$1,314.p.u. or 90% of lease payment	850,158	976,302	902,387	898,258	1,014,145	1,183,140	1,206,778	1,208,160	1,208,160
Estimated Proration of Lease Aid Revenue	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>	<u>100.0%</u>
Total Prorated Building Lease Aid Revenue	850,158	976,302	902,387	898,258	1,014,145	1,183,140	1,206,778	1,208,160	1,208,160
Lease Aid Revenue per pupil unit (after proration)	<u>1314</u>	<u>1314</u>	<u>1314</u>	<u>1314</u>	<u>1314</u>	<u>1312</u>	<u>1314</u>	<u>1280</u>	<u>1280</u>
Building Lease Aid Analyticals:									
Lease Aid Rev that would need to be generated to cover expense at 90%. Max per Statute is \$1,314	<u>1445</u>	<u>1410</u>	<u>1526</u>	<u>1533</u>	<u>1462</u>	<u>1312</u>	<u>1315</u>	<u>1280</u>	<u>1280</u>
How many more WADM would we need to maximize lease aid?	64	54	111	114	87	0	1	0	0
Long-Term Facilities Maintenance Revenue									
Revenue per Adjusted Pupil Unit	<u>132</u>	<u>132</u>	<u>132</u>	<u>132</u>	<u>132</u>	<u>132</u>	<u>132</u>	<u>132</u>	<u>132</u>
Total Long-Term Facilities Maintenance Revenue	85,404	98,076	90,651	90,236	101,878	119,038	121,229	124,555	124,555
Special Education Revenue									
State Special Education Aid and Tuition Billing	<u>Estimate - 95%</u> 805,722	<u>Estimate - 95%</u> 858,503	<u>Estimate - 95%</u> 984,874	<u>Estimate - 95%</u> 901,960	<u>Estimate - 93%</u> 939,681	<u>Estimate - 93%</u> 1,021,931	<u>Estimate - 93%</u> 1,086,129	<u>Estimate - 93%</u> 1,129,559	<u>Estimate - 93%</u> 1,174,719

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
Long-Range Budget Projection Model
May 22, 2023

	<i>Audited Actual</i>	<i>Approved Original</i>	<i>Revised Budget</i>	<i>Working Budget</i>	<i>Proposed Original</i>	<i>Budget Projections</i>			
<i>Annual Surplus (Deficit)</i>	83,419	248,131	300,475	225,498	233,570	818,788	804,772	880,014	826,286
	Year 8 <u>2021-2022</u>	Year 9 <u>2022-2023</u>	Year 9 <u>2022-2023</u>	Year 9 <u>2022-2023</u>	Year 10 <u>2023-2024</u>	Year 11 <u>2024-2025</u>	Year 12 <u>2025-2026</u>	Year 13 <u>2026-2027</u>	Year 14 <u>2027 - 2028</u>
	0%	0%	0%	0%	0%	0%	0%	0%	0%
LEP (Limited English Proficiency) State Aid	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>	<u>Estimate</u>
Prior Year LEP Eligible ADM	29	29	29	29	83	85	86	88	90
Current Year LEP Eligible ADM	35	35	35	83	85	86	88	90	92
ADM Served	634	724	669	666	754	870	885	906	906
Adjusted LEP ADM	35	35	35	83	85	86	88	90	92
LEP Marginal Cost Pupils	35	35	35	83	85	86	88	90	92
LEP Revenue	24,320	24,320	24,320	58,432	59,601	60,793	62,009	63,249	64,514
Concentration Portion	0.0545	0.0477	0.0516	0.1246	0.1123	0.0993	0.0995	0.0992	0.1011
Concentration Factor	0	0	0	1	1	1	1	1	1
LEP Pupil Units	16	14	16	83	83	75	76	77	81
LEP Concentration Revenue	4,092	3,583	3,877	20,750	20,665	18,633	19,057	19,367	20,150
Rounding Adjustment									
Total LEP Aid	28,412	27,903	28,197	79,182	80,265	79,426	81,066	82,616	84,664

General Fund Revenue Summary

State Aids									
General Education Revenue	4,673,416	5,472,812	5,058,469	5,015,481	5,871,084	6,981,327	7,236,778	7,569,218	7,706,518
LEP Aid	28,412	27,903	28,197	79,182	80,265	79,426	81,066	82,616	84,664
English learner cross subs	0	0	2,371	2,371	2,371	2,371	0	0	0
TRA/Pension Adjustment	12,656	25,511	25,511	25,511	25,511	25,511	25,511	25,511	25,511
Compensatory Revenue	<u>33,096</u>	<u>32,590</u>	<u>32,590</u>	<u>32,590</u>	<u>31,867</u>	<u>41,070</u>	<u>48,393</u>	<u>50,271</u>	<u>52,552</u>
Subtotal	4,747,580	5,558,816	5,147,137	5,155,134	6,011,098	7,129,704	7,391,748	7,727,615	7,869,244
Building Lease Aid	851,012	976,302	902,387	898,258	1,014,145	1,183,140	1,206,778	1,208,160	1,208,160
Prior Year Over/Under accruals	3,728	0	100,000	100,000	0	0	0	0	0
Long-Term Facilities Maintenance Revenue	85,490	98,076	90,651	90,236	101,878	119,038	121,229	124,555	124,555
Special Education Aid	753,259	858,503	984,874	901,960	939,681	1,021,931	1,086,129	1,129,559	1,174,719
ADSIS Special Ed State Funding	0	35,598	35,598	35,598	23,762	34,700	34,700	34,700	34,700
Endowment Aid	23,414	23,610	28,964	30,480	21,850	25,530	26,000	26,713	26,713
Literacy Aid	51,478	51,336	64,307	64,307	64,307	64,307	64,307	64,307	64,307
Total State Aids	6,515,961	7,602,240	7,353,918	7,275,973	8,176,721	9,578,351	9,930,891	10,315,610	10,502,400

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
Long-Range Budget Projection Model
May 22, 2023

	<i>Audited Actual</i>	<i>Approved Original</i>	<i>Revised Budget</i>	<i>Working Budget</i>	<i>Proposed Original</i>	<i>Budget Projections</i>			
<i>Annual Surplus (Deficit)</i>	83,419	248,131	300,475	225,498	233,570	818,788	804,772	880,014	826,286
	<u>Year 8 2021-2022</u>	<u>Year 9 2022-2023</u>	<u>Year 9 2022-2023</u>	<u>Year 9 2022-2023</u>	<u>Year 10 2023-2024</u>	<u>Year 11 2024-2025</u>	<u>Year 12 2025-2026</u>	<u>Year 13 2026-2027</u>	<u>Year 14 2027 - 2028</u>
Federal Revenue									
Federal Special Ed and CEIS (F419, 420, 425)	112,305	81,899	0	81,899	84,400	86,900	89,500	92,200	95,000
Summer Academic and Mental Health Support, F150 (9/22)	0	17,606	17,606	17,606	0	0	0	0	0
ESSER Summer Learning 163	14,106	0	8,035	8,035	0	0	0	0	0
ESSER II 90% F155 (9/23)	42,347	0	0	0	0	0	0	0	0
ESSER III F160	61,945	11,521	11,521	11,521	0	0	0	0	0
ESSER III F161 (9/24)	0	19,021	19,021	19,021	0	0	0	0	0
Learning Loss Recovery F169 (9/24)	0	122,442	122,442	122,442	0	0	0	0	0
Cares testing grant F170	22,589	0	4,661	4,661	0	0	0	0	0
Title I, II, IV	23,832	31,055	38,062	43,678	50,400	59,300	61,500	64,200	65,500
Total Federal Revenue	277,124	283,544	221,348	308,863	134,800	146,200	151,000	156,400	160,500
Other Revenue									
Interest Earnings	2,342	1,000	50,518	75,000	75,000	75,000	75,000	75,000	75,000
Donations and Grants -Excel rebates	0	0	77,044	87,044	0	0	0	0	0
200 Give to the Max, other donations	18,579	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Fees from Students (Field Trip, Milk Sales, Pizza Friday, Other)	40,704	31,600	42,600	53,000	61,200	72,000	74,700	78,000	79,600
Miscellaneous Revenue, refund PTO	(53)	2,000	30,000	30,000	30,000	0	0	0	0
071 Third Party Billing	2,795	2,400	7,075	8,500	9,800	11,500	11,900	12,400	12,600
Total Other Revenue	64,367	57,000	227,236	273,544	196,000	178,500	181,600	185,400	187,200
Total Revenue	6,857,452	7,942,784	7,802,502	7,858,379	8,507,521	9,903,051	10,263,491	10,657,410	10,850,100
	<i>Per Audit</i> 6,857,454								

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
Long-Range Budget Projection Model
May 22, 2023

	<i>Audited Actual</i>	<i>Approved Original</i>	<i>Revised Budget</i>	<i>Working Budget</i>	<i>Proposed Original</i>	<i>Budget Projections</i>			
Annual Surplus (Deficit)	83,419	248,131	300,475	225,498	233,570	818,788	804,772	880,014	826,286
	Year 8 2021-2022	Year 9 2022-2023	Year 9 2022-2023	Year 9 2022-2023	Year 10 2023-2024	Year 11 2024-2025	Year 12 2025-2026	Year 13 2026-2027	Year 14 2027 - 2028

General Fund Expenditure Calculations

New Staff Calc - Staff increases based on enrollment increases									
Actual/projected enrollment change from prior year	157	160	35	32	88	116	15	21	0
Added new teacher FTE's - calculated at 22:1 ratio (rounded)	0.0	0.0	0.0	0.0	2.0	6.0	1.0	1.0	0.0
Other Teachers/Non-teachers Added									
Additional staff add (non teachers), 1 para, .5 clerical, 2 custodian	0	0	0	0	0	35,000	25,085	0	0
<i>Counselor fy 21-22, as Adsis , ESSER Covered Staff in FY24, Cont.</i>	0	0	0	0	114,272	49,187	0	0	0
Projected new teacher (1FTE) Salary cost	45,900	45,900	46,818	46,818	48,223	49,187	50,171	51,174	52,198
Added salary cost - teachers (added FTE's times cost)	0	0	0	0	96,445	295,122	50,171	51,174	0
Added cost - others per above	0	0	0	0	114,272	84,187	25,085	0	0

Inflation Assumptions									
Salaries	2.0%	2.0%	2.0%	2.0%	3.0%	2.0%	2.0%	2.0%	2.0%
Other costs	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%	2.0%
Budget Calculations	25.1%	26.5%	24.5%	22.8%	26.8%	27.3%	27.8%	28.3%	28.8%
100's Salaries	2,544,818	2,753,361	2,587,075	2,652,286	2,980,744	3,419,700	3,563,400	3,685,800	3,759,500
200's Benefits	639,874	730,641	633,431	603,431	797,389	931,914	988,892	1,041,288	1,080,907
305 Contracted Services	221,291	248,643	240,643	278,063	321,000	377,800	392,000	409,300	417,500
315 Technology Services	14,400	21,200	19,600	19,500	22,500	26,500	27,500	28,700	29,300
320 Communications Services	7,169	10,400	9,600	9,500	11,000	12,900	13,400	14,000	14,300
329 Postage	2,752	2,900	2,700	3,250	3,800	4,500	4,700	4,900	5,000
330 Utilities	97,644	94,500	94,500	94,500	96,400	98,300	100,300	102,300	104,300
340 Property and Casualty Insurance	21,527	25,000	23,100	23,300	26,900	31,700	32,900	34,400	35,100
330,340 Add'l Costs for Utilities & Insurance for expansion	0	53,000	53,000	53,000	54,100	55,200	56,300	57,400	58,500
350 Repairs and Maintenance Services	88,859	110,425	65,425	85,425	88,415	91,509	94,712	98,027	101,458
360 Student Transportation	472,341	533,350	586,960	586,960	646,307	688,317	733,058	780,707	831,452
360 Field Trip Transportation	16,674	14,480	13,383	13,324	15,080	17,400	17,700	18,120	18,120
366 Travel and conferences	1,599	8,300	7,700	7,600	8,800	10,400	10,800	11,300	11,500
369 Field Trip Admissions/Registration Fees	25,871	25,400	31,800	31,800	36,700	43,200	44,800	46,800	47,700
Bonds Series 2021 Run as of 05.13.21, Principal & Interest	963,690	1,033,150	1,033,150	1,033,150	1,122,725	1,183,600	1,210,800	1,211,400	1,211,400
Capital Repair & Replacement	52,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000	100,000
Accounting, Audit and other fees	22,836	31,000	31,000	31,000	31,000	31,000	31,000	31,000	31,000
570 Lease Expense	1,038,526	1,164,150	1,164,150	1,164,150	1,253,725	1,314,600	1,341,800	1,342,400	1,342,400

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
Long-Range Budget Projection Model
May 22, 2023

	<i>Audited Actual</i>	<i>Approved Original</i>	<i>Revised Budget</i>	<i>Working Budget</i>	<i>Proposed Original</i>	<i>Budget Projections</i>			
<i>Annual Surplus (Deficit)</i>	83,419	248,131	300,475	225,498	233,570	818,788	804,772	880,014	826,286
	Year 8 <u>2021-2022</u>	Year 9 <u>2022-2023</u>	Year 9 <u>2022-2023</u>	Year 9 <u>2022-2023</u>	Year 10 <u>2023-2024</u>	Year 11 <u>2024-2025</u>	Year 12 <u>2025-2026</u>	Year 13 <u>2026-2027</u>	Year 14 <u>2027 - 2028</u>
570 Other Rentals and Operating Leases	22,428	2,000	2,000	3,500	4,000	4,700	4,900	5,100	5,200
401 Office Supplies/General Supplies/Marketing Materials	40,774	45,500	42,100	41,900	48,400	57,000	59,100	61,700	62,900
401/455/465 Maintenance Supplies	29,112	53,800	49,700	49,500	57,100	67,200	69,700	72,800	74,300
405 Non-Instructional Software and Licensing	24,713	28,700	25,000	25,000	28,900	34,000	35,300	36,900	37,600
406 Instructional Software	8,967	17,000	17,500	17,500	20,200	23,800	24,700	25,800	26,300
430/456/466 Instructional Supplies/Classroom Supplies	27,172	35,600	36,500	36,500	42,100	49,500	51,400	53,700	54,800
460 Textbooks and Workbooks	60,320	73,100	67,600	67,300	77,700	91,400	94,800	99,000	101,000
461 Standardized Tests	6,875	13,200	12,200	12,100	14,000	16,500	17,100	17,900	18,300
490 Food Purchased	12,937	11,900	20,200	25,000	28,900	34,000	35,300	36,900	37,600
520 Building Improvements	0	205,000	205,000	205,000	205,000	80,000	80,000	80,000	80,000
530 Furniture and Other Equipment	33,094	30,000	30,000	30,000	30,000	30,000	31,100	32,500	33,200
530 FF&E For Expansion each year	0	20,575	16,735	16,530	13,310	9,100	4,550	2,275	1,138
555/556 Technology Equipment	47,392	29,100	26,900	26,800	30,900	36,400	37,800	39,500	40,300
555/556 Technology Equipment site expansion each year	0	23,994	23,994	23,994	27,700	32,600	16,900	8,800	4,500
555 Technology offset with PTO revenue	0	0	12,000	12,000	0	0	0	0	0
580/581 Principal and interest capital lease	317	26,600	24,500	24,400	28,200	33,200	34,400	35,900	36,600
820 Dues and memberships	27,410	34,900	34,900	34,900	37,300	39,900	42,700	45,700	48,900
State Special Ed Expenditures / ESY incl F723	848,128	903,687	1,036,709	949,431	1,010,410	1,098,851	1,167,881	1,214,579	1,263,138
SALARIES	453,301	504,180	610,393	523,115	567,028	637,782	688,385	715,900	744,500
BENEFITS	112,041	135,391	162,200	162,200	168,700	175,400	182,400	189,700	197,300
CONTRACTED SERVICES (OBJ 394)	192,049	186,597	186,597	186,597	194,061	201,823	209,896	218,292	227,023
SUPPLIES	965	1,020	1,020	1,020	1,061	1,103	1,147	1,193	1,241
TRANSPORTATION (FIN 723)	89,772	76,500	76,500	76,500	79,560	82,742	86,052	89,494	93,074
ADSI (PRG 422, FIN 740)	63,969	43,204	43,204	43,204	44,800	46,600	48,500	50,500	52,500
SALARIES	48,049	28,700	28,700	28,700	29,800	31,000	32,200	33,500	34,800
BENEFITS	10,586	8,403	8,403	8,403	8,700	9,000	9,400	9,800	10,200
SUPPLIES	5,334	6,101	6,101	6,101	6,300	6,600	6,900	7,200	7,500
372 Medical assistance/third party billing	1,855	0	1,000	1,000	0	0	0	0	0
Extended Time Expenses	0	0	2,371	2,371	2,371	2,371	0	0	0
Federal Special Ed Expenditures, CEIS, PSI, 419, 420, 425	112,305	81,899	0	81,899	84,400	86,900	89,500	92,200	95,000
Summer Academic and Mental Health Support, F150	0	17,606	17,606	17,606	0	0	0	0	0
Federal ESSER II F155	42,347	0	0	0	0	0	0	0	0
Federal ESSER III F160	61,945	11,521	11,521	11,521	0	0	0	0	0
Federal ESSER III F161	0	19,021	19,021	19,021	0	0	0	0	0
Federal Learning Loss Recovery, 169	0	122,442	122,442	122,442	0	0	0	0	0

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
Long-Range Budget Projection Model
May 22, 2023

	<i>Audited Actual</i>	<i>Approved Original</i>	<i>Revised Budget</i>	<i>Working Budget</i>	<i>Proposed Original</i>	<i>Budget Projections</i>			
Annual Surplus (Deficit)	83,419	248,131	300,475	225,498	233,570	818,788	804,772	880,014	826,286
	Year 8 <u>2021-2022</u>	Year 9 <u>2022-2023</u>	Year 9 <u>2022-2023</u>	Year 9 <u>2022-2023</u>	Year 10 <u>2023-2024</u>	Year 11 <u>2024-2025</u>	Year 12 <u>2025-2026</u>	Year 13 <u>2026-2027</u>	Year 14 <u>2027 - 2028</u>
Cares testing grant F170	22,589		4,661	4,661	0	0	0	0	0
Director's Discretionary Fund	0	0	0	0	0	2,000	4,000	6,000	8,000
Federal Title I, II and V	23,832	31,055	38,062	43,678	50,400	59,300	61,500	64,200	65,500
Federal ESSER Summer Learning F 163	14,106	0	8,035	8,035					
Give to the Max donations offset with expenditures	11,939	10,000	10,000	10,000	20,000	20,000	20,000	20,000	20,000
Total Expenditures	6,737,871	7,687,154	7,494,527	7,592,881	8,268,951	9,079,263	9,453,392	9,777,396	10,023,813
	0								
	<i>Per Audit</i>								
	6,737,871		7,494,527	7,592,881	8,268,951	9,079,263	9,453,392	9,777,396	10,023,813
	(0)								
General Fund Net Income	119,581	255,631	307,975	265,498	238,570	823,788	810,099	880,014	826,286
	<i>Per Audit</i>								
	119,583								
Beginning General Fund Balance	1,840,704	1,840,704	1,960,285	1,960,328	2,225,826	2,464,396	3,288,184	4,098,283	4,978,297
Ending General Fund Balance	1,960,285	2,096,334	2,268,260	2,225,826	2,464,396	3,288,184	4,098,283	4,978,297	5,804,583
	<i>Per Audit</i>								
	1,960,288								
Fund Balance Percentage	29%	27%	30%	29%	30%	36%	43%	51%	58%
Community Service Revenue and Expenditure Summary									
Fund 04 Program Revenue	0	0	0	0	0	0	0	0	0
Fund 04 Program Expenses	36,162	7,500	7,500	40,000	5,000	5,000	5,327	0	0
Community Services Fund Net Income	(36,162)	(7,500)	(7,500)	(40,000)	(5,000)	(5,000)	(5,327)	0	0
Beginning Community Service Fund Balance	91,489	55,327	55,327	55,327	15,327	10,327	5,327	0	0
Ending Community Service Fund Balance	55,327	47,827	47,827	15,327	10,327	5,327	0	0	0
	<i>Per Audit</i>								
	55,327								

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
Long-Range Budget Projection Model
May 22, 2023**

	<i>Audited Actual</i>	<i>Approved Original</i>	<i>Revised Budget</i>	<i>Working Budget</i>	<i>Proposed Original</i>	<i>Budget Projections</i>			
<i>Annual Surplus (Deficit)</i>	83,419	248,131	300,475	225,498	233,570	818,788	804,772	880,014	826,286
	Year 8 2021-2022	Year 9 2022-2023	Year 9 2022-2023	Year 9 2022-2023	Year 10 2023-2024	Year 11 2024-2025	Year 12 2025-2026	Year 13 2026-2027	Year 14 2027 - 2028
Schoolwide Activity									
Total Revenues	6,857,452	7,942,784	7,802,502	7,858,379	8,507,521	9,903,051	10,263,491	10,657,410	10,850,100
Total Expenditures	6,774,033	7,694,654	7,502,027	7,632,881	8,273,951	9,084,263	9,458,719	9,777,396	10,023,813
Net Income - All Funds	83,419	248,131	300,475	225,498	233,570	818,788	804,772	880,014	826,286
Beginning Schoolwide Fund Balance	1,932,193	1,896,031	2,015,617	2,015,617	2,241,153	2,474,723	3,293,511	4,098,283	4,978,297
Ending Schoolwide Fund Balance	2,015,617	2,015,618	2,316,092	2,241,115	2,474,723	3,293,511	4,098,283	4,978,297	5,804,583
	2,015,612	2,144,161	2,316,087	2,241,153	2,474,723	3,293,511	4,098,283	4,978,297	5,804,583
<i>Entity Wide Fund Balance Percentage</i>	30%	27%	31%	29%	30%	36%	43%	51%	58%
Days of cash on hand > 45	99	88	105	99	102	125	155	188	221
Debt Service Coverage Ratio > 1.10	1.62	1.43	1.67	1.62	1.55	1.92	1.87	1.93	1.88
MADS > 1.25 in fy 2022-23	0.88	1.10	1.28	1.25	1.30	1.69	1.69	1.74	1.70



Meeting: Finance Committee Meeting Agenda/Minutes

Date: Wednesday, May 10, 2023

Time: 4.30pm

Location: Virtual Meeting

Meeting Minutes

Meeting Call to Order and Roll Call - 4:30

**Members present - Mandi Folks, Judith Darling, Brenda Kes, Dustin J. Reeves, Kathleen Mortensen
Jolene Skordahl**

Members not present - Bruna Burns

WLA Mission & Vision – Mandi Folks

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 Recommendations

1. Review financial statements for April 2023 - Brenda Kes / Dustin J. Reeves - Ontrack, within normal limits.
2. Review proposed budget model - Dustin J. Reeves , present at May BOD meeting, Committee recommends to adopt proposed budget. Motion to approve by BOD.
3. Review Busing Contract - Dr. Mortensen, committee approves bus contract for Monarch Company.
4. Review Special Education Contracts - Dr. Mortensen, contracts approved by committee.
5. Review Maintenance Contracts - Dr. Mortensen, tabled for further review.
6. Review Food service contracts - Dr. Mortensen, committee approved contract for CKC Foods.
7. Review BKDV Employee Credit Refund paperwork - Dr. Mortensen, still waiting for approval.
8. Vendor services and contracts - Dr. Mortensen, contracts approved by committee.
9. Review Xcel Energy Heating Bill, to be paid. - Dr. Mortensen, Jolene Skordahl WLA Treasurer to sign off on the bill.
10. Exterior Cleaning contract - Dr. Mortensen, approved by committee.
11. Discussed updating check signage - Mandi Folks, Dustin J. Reeves complete paperwork
12. Discuss possible changing meeting times with the Governance Committee. - Jolene Skordahl, no change. Updated next meeting time.
13. Review committee Charge. Tabled
14. Brenda Kes retirement well wishes! From All, best wishes and thank you for your service!

Housekeeping

Next Regularly Scheduled WLA Board of Directors Finance Committee Meeting

Date: Wednesday, June 14, 2023

Time: 11:00 am

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

Adjournment @ 5:50

MONARCH BUS SERVICE, Inc.
MINNESOTA COACHES, Inc.

TRANSPORTATION SERVICE AGREEMENT

WOODBURY LEADERSHIP ACADEMY

2023-2024 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** a nonprofit corporation organized and existing under the laws of the State of Minnesota 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 year, commencing June 12, 2023 (the “**Commencement Date**”), and terminating June 12, 2024 (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**

- (a) Buses will be scheduled to arrive at the **school**, by **9:20** 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 Contractor’s rates for Regular Routes, as set forth below, are based upon Services within the Regular Boundaries and route times under sixty (60) minutes. The Parties understand that alterations to the Regular Route boundaries and/or the anticipated maximum route time of 60 minutes will cause Contractor to incur additional costs. Such additional costs shall be paid by the School, as set forth herein. Services outside of the Regular Boundaries, beyond the expected time-limits, or otherwise outside of the scope of Services provided under this Agreement shall be performed at the sole and absolute discretion of Contractor, and School shall be liable for all extra expenses incurred as a result of Services provided outside of the Regular Boundaries, beyond the expected route time, or otherwise outside of the scope of the Regular Route Services provided under this Agreement.
- (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.

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 the date that is fifteen (15) days prior to the day that Contractor will first run Regular Routes for School pursuant to this Agreement. By way of example, in 2017, assuming the first day Contractor provides Regular Route Services will be August 28, 2017, student data and enrollment information must be provided to Contractor on or before August 13, 2017. Contractor will work closely with School officials to determine the most efficient Regular Routes, and the Regular Routes will be finalized as soon as practicable after Contractor's receipt of student data and enrollment information. Contractor 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/guardians and students prior to the start of school.

Once established, Regular 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 (including via e-mail) to the Contractor. Changes to Regular Routes will be implemented according to the following schedule (except as otherwise mutually agreed by the Parties): (a) stop-change requests received prior to 12:00 p.m. on Tuesday will be implemented by the following Thursday, (b) stop-change requests received prior to 12:00 p.m. on Thursday will be implemented by the following Tuesday.

1.6 ROUTING ON PRIVATE PROPERTY AND CUL-DE-SACS

Regular Routes will be designed such that, to the maximum extent practicable, students spend no more than 55 - 60 minutes on the bus each morning and afternoon (a total of 110 – 120 minutes, morning and afternoon). Contractor will provide Services using public streets and thoroughfares only. 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. If these Services are requested by School, they may require a smaller special needs type vehicle, which will be billed to School accordingly.

Section 2 Costs and Fees for Services

2.1 REGULAR TO AND FROM SCHOOL ROUTES

- (a) Regular Routes during 2023-2024 School Year. For the 2023-2024 school year, Contractor agrees to provide Regular Route transportation for Woodbury Leadership Academy using a total of **eleven (11)** regular 65 passenger school buses at a daily rate of **\$341.60 per bus day**.
- (a) Estimated Billings for 2023-2024. 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 2023-2024 school year is **\$646,307.20** (the "Base Annual Cost").
- (b) Prepayment Required. For each year during the Term, the School agrees to pre-pay the expected Base 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. During the 2023-2024 school year, School shall pay to Contractor \$64,630.72 August 15, 2023 and an additional nine payments of \$64,307.20 by the 15th day of each subsequent month through and including May 15, 2024, \$64,307.20 when the final estimated payment shall be made.

- (c) 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.
- (d) 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. If the School's calendar is adjusted or transportation is otherwise required for fewer than the minimum number of days stated above in subsection (b) for any reason, the School understands it will still be responsible for paying on the dates specified above the full Base Annual Cost of transportation as set forth in this Contract, notwithstanding the occurrence of a Force Majeure Event (as hereinafter defined) or any other matters (whether such matters are inside or outside of the control of the Contractor or the School). The School agrees and acknowledges that its agreement to pay the full Base Annual Cost of transportation is an essential inducement to Contractor in entering into this Agreement and that the School will not be entitled to any credits or offsets against the full Base Annual Cost if buses are operated for fewer than the minimum number of days stated above for any reason whatsoever.
- (e) 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 \$22.50 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.
- (f) 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.
- (g) 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 2023-2024 School Year: \$165.67 per run, using a type A mini-bus or \$170.80 for a full size school bus.
 - b. For each additional AM or PM run of a route that is not a Paired Route—2023-2024 School Year - \$255.36 per run (e.g., \$510.72/day for an AM and a PM Regular Route).
- (h) Cancellations. The contractor shall be compensated at its regular daily rates for school days cancelled due to inclement weather in the manner described in subsection (e).

- (i) 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.
- (j) Fuel Escalation Clause. Throughout the Term, this Contract shall be subject to a base fuel price of \$3.25 per gallon, excluding the federal excise tax of \$0.2448 (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 ("**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 \$3.50 and the Contractor provided 1000 miles of Services, the Fuel Surcharge Payment would be equal to \$41.66, calculated as follows: $(\$3.50 - \$3.25 \times (1000 / 6))$. 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.
- (k) 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 \$84.00 per bus per month of Services, which shall be invoiced and paid in accordance with subparagraph (e) of this Section. Contractor and School agree that School shall be entitled to a proportionate rebate of the costs of Technology if, and only if, the Technology is not available for use on a minimum of 90% of the days that the Contractor provides Services during the Term.
- (l) 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.
- (m) **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 Contractor's rates for Field Trips during the 2023-2024 school year are set forth in this Section 2.4. All charges associated with Field Trips must be remitted within ten days of the date on which the Services were performed, whether or not an invoice is delivered prior to such date. Invoices or statements 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 \$3.25 per gallon.) **Note: These rates are good for the 2023-2024 school year.**

BEYOND 50 MILES	BASE RATE	EXCESS HOURLY	EXCESS MILES
65 Passenger Bus	<u>\$ 254.00</u>	<u>\$ 80.00</u>	<u>\$ 2.00 per mile</u>
71 & 77 Passenger Bus	<u>\$ 254.00</u>	<u>\$ 80.00</u>	<u>\$ 2.00 per mile</u>
Bus W/ LIFT** **Limited Availability	<u>\$ 280.00</u>	<u>\$ 80.00</u>	<u>\$ 2.00 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 \$3.25per gallon) **Note: These rates are good for the 2023-2024 school year.**

BEYOND 50 MILES	BASE RATE	EXCESS HOURLY	EXCESS MILES
65 Passenger Bus	<u>\$ 215.00</u>	<u>\$ 80.00</u>	<u>\$ 2.00 per mile</u>
71 & 77 Passenger Bus	<u>\$ 215.00</u>	<u>\$ 80.00</u>	<u>\$ 2.00 per mile</u>
Bus W/ LIFT** **Limited Availability	<u>\$ 308.00</u>	<u>\$ 80.00</u>	<u>\$ 2.00 per mile</u>

(d) **Rate for trailers.** There will be a charge of **\$100.00** per day per bus for the use of a trailer.

(e) **Cancellation Charges.** There will be a charge of **\$100.00** 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 **\$100.00** 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 cleaning surcharge of **\$100.00**.

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 **\$330.00** per bus per day for the 2023-2024. If a lift is required, an additional **\$20.00 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 **\$42.00 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.

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 2005 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 five million dollars (\$5,000,000.00) per occurrence not less than five million dollars (\$5,000,000.00) aggregate.
- (b) Contractor shall maintain 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.
- (c) Contractor agrees to provide the School with a certificate of insurance evidencing the insurance required hereunder.
- (d) The School agrees to procure and maintain in force throughout the Term at the School's expense but for the mutual benefit of the School and the Contractor, as an additional insured, a policy or policies of commercial general liability insurance. Such insurance shall cover, at a minimum, claims for personal injury, wrongful death, or property damage arising out of the School's obligations under this Contract. Such insurance is to afford protection to a per-occurrence limit of not less than five million dollars (\$5,000,000.00) and a combined limit of not less than five million dollars (\$5,000,000.00). The School agrees to provide the Contractor with a certificate of insurance evidencing

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.
- c. 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 Michael Mattingly at (651) 438-3777.

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 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, provided that the parties shall remain liable during and following a Force Majeure Event for the indemnity obligations set forth in this Section 6.2 and provided further that the School shall remain obligated to pay all base charges for transportation Services set forth in Section 2 of this Agreement during and following a Force Majeure Event.

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 ___, 2023.

Signature Page to Follow

SCHOOL

Woodbury Leadership Academy

CONTRACTOR

Monarch Bus Service, Inc.

By: _____

By: _____

Printed Name: **Kathy Mortenson**

Printed Name: **Troy Nelson**

Its: _____

Its: _____

Date: _____

Date: _____

Woodbury Leadership Academy 2023-24 contracts

- **Navigate Care Consulting – Nursing Services**
 - The anticipate enrollment increased from 725 to 750, this has no impact on the contract rates.
 - No changes to the rates.

- **Jenny Smith – Deaf/Hard of Hearing special education teacher**
 - Change in the contract: MDE has recommended schools disallow contracts for minimum time on-site. This allowance in previous contracts was only there to ensure that time spent providing services on-site was sufficient to justify the additional time spent driving. Therefore, new language has been added that conforms to what MDE finds acceptable -namely to bill instead for total time, including travel. Evidently, this time is acceptable to count for IEP services whereas it is not acceptable to count time that is not actually spent providing services (i.e. – minimums in excess of actual time on-site).

- **Sentient Healthcare, Audiology services provided by John Coverstone**
 - No changes.

- **Keys to Communication, Speech Services (Jenni Ballard)**
 - No changes.

- **Integrative Therapy, Occupational Therapy Services (Heather Schmidt)**
 - Change in contract: In section 2 the service dates were updated to reflect the 2023-24 school year.

- **Developmental Adaptive Physical Education (DAPE) services by Reno Mohs**
 - Contract changes: An hourly increase of \$10 per hour (Going from \$80 per hour to \$90 per hour.) Reno has been working with WLA as the special education DAPE teacher for seven years.

- **Strategic Staffing Solutions; Early Childhood Special Education, Autism Spectrum Disorder, Developmental Cognitive Disability, and Emotional/Behavioral Disability services for required licensure**
 - No changes.

- **Purchase of Service Agreement -Sheila Merzer (Autism Spectrum Disorder (ASD) Consultant)**
 - No changes.

- **Designs for Learning – Special Education Director and School Psychologist**
 - The School Psychologist rate increased from \$98.00 per hour to \$105.00 per hour.



LICENSED SCHOOL NURSE CONSULTANT AGREEMENT

(covers services between: 1 July 2023 - 30 June 2024)

This Services Agreement ("this Agreement") hereby establishes and outlines the independent contractor relationship by and between Navigate Care Consulting, a Minnesota LLC ("the Company"), and the below named school ("the Client").

School Name: Woodbury Leadership Academy	District #: 4228-07	Grades: K-8
School Address: 8089 Globe Drive, Woodbury, MN 55125		
Phone: 651-571-2100	Fax: 651-571-8900	
Director: Dr. Kathleen Mortensen	Email: kmortensen@wlamn.org	
Contact Person: Brianna Klein	Email: bklein@wlamn.org	
Invoicing Contact: Nancy Baumann	Email: nbaumann@wlamn.org	
<p>Minnesota statute 121A.21 directs school districts to provide services to promote the health of its students. Districts with (at least) 1000 students are to employ a minimum of 1 full time Licensed School Nurse (LSN) or request approval to work with a consultant while searching to employ a full-time LSN. Districts with less than 1000 students may enter into an agreement with an organization currently licensed under chapter 148. Navigate Care Consulting is fully licensed by the MN Board of Nursing (for RN/BSN and PHN) and the MN Professional Educator Licensing and Standards Board (for LSN).</p> <p>Anticipated (approximate) enrollment: 750. Please select one of the following options:</p> <p><input checked="" type="checkbox"/> BOTH General and Special Education Services (this fulfills the above statute)</p> <p><input type="checkbox"/> ONLY Special Education Services (school has alternate LSN coverage for general ed students)</p>		

IN WITNESS WHEREOF, I have read, understand, and agree to the Conditions of Agreement for Service and Statement of Work. The parties have executed this Agreement on the dates set forth below.

	Client Guarantor	Company
Printed Name	Kathleen Mortensen	Kristen M. Gerber
Signature		<i>Kristen M. Gerber</i>
Title	Executive Director	Owner / Licensed School Nurse
Organization	Woodbury Leadership Academy	Navigate Care Consulting LLC
Date		March 1, 2023

Not required: Annual service totals will be tracked by the school. Services beyond this amount will require further approval: \$5,000/year for general education and \$5,000/year for special education.

WHEREAS, Client desires to retain the Company to provide certain health consulting services upon the terms and conditions hereinafter set forth, and Company is willing to perform such services. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

(Please complete, sign, and return this page)

CONDITIONS OF AGREEMENT FOR SERVICE

- 1) **APPLICABILITY.** These terms:
 - a) and conditions for services (the "**Terms**") are the only terms that govern the provision of services by the Company to the Client.
 - b) and included statement of work (the "**Statement of Work**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral.
 - c) prevail over any of the Client's general terms and conditions regardless whether or when the Client has submitted its request for proposal, order, or such terms. Provision of services to the Client does not constitute acceptance of any of the Client's terms and conditions and does not serve to modify or amend these Terms.
- 2) **SERVICES.** The Client is engaging the Company to perform health consultation services (the "**Services**") in accordance with applicable state and federal law through its independent consultants (the "**Consultants**"). Under these Terms, the Company shall provide the Client with services outlined in the Statement of Work.
 - a) The Consultant will control the manner and means by which the Services are performed.
- 3) **CLIENT OBLIGATIONS.** The Client shall:
 - a) provide to the Consultant a work area and access to any facilities, student health records, or any other documents reasonably deemed necessary for the performance of the Services;
 - b) respond promptly (within 3 business days) to any Consultant request to provide direction, information, approvals, authorizations, or decisions that are reasonably deemed necessary to perform Services;
 - c) provide office supplies and equipment such as file folders, copier/scanner, computer, and paper;
 - d) designate one liaison between the Client and the Company for communication purposes;
 - e) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to begin;
 - f) notify the Consultant of any special education referrals for an initial evaluation or re-evaluation, changes in scheduled meetings, and evaluation due date 30 days prior so the Consultant can plan accordingly.
- 4) **CLIENT'S ACTS OR OMISSIONS.** If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 5) **TERM.** This Agreement shall commence on July 1, 2023, and shall continue until June 30, 2024, unless earlier terminated in accordance with Section 8 (the "**Term**").
- 6) **FEES AND EXPENSES; PAYMENT TERMS; INTEREST ON LATE PAYMENTS.** Every two weeks, the Company will send electronic invoices to the invoicing contact for any work completed during that time period. Subtotals will be provided for General Education, Special Education, Staff Education, and other categories defined by the Company. Entries will include details on what work was completed. The Client shall:
 - a) be charged on an hourly basis for work performed by the Consultant on behalf of the Company. Hourly rates are **\$100.00 per hour for on-site visit work** and **\$90.00 per hour for off-site work**. There is a minimum onsite visit time of 1 hour for any required visits; nurse initiated check-ins do not have a minimum charge. Hours will be rounded to the nearest quarter hour;
 - b) be charged fees for services other than hourly work notated on optional service selections by the Client;
 - c) be charged no more than \$400 for annual all employee health and safety virtual training program (based on enrollment);
 - d) reimburse the Company for reasonable expenses incurred in the performance of the Services, provided that such expenses are supported by receipts or supporting documentation and have prior approval by the Client;
 - e) be charged travel costs if more than 20 miles from the MN State Capitol (75 Rev Dr Martin Luther King Jr. Boulevard, St Paul, MN 55155). Consultant will calculate miles driven above 40 (round trip) at the current per diem rate. In addition, the off-site hourly charge will be calculated for travel time above 60 mins (round trip) rounded to the nearest quarter of an hour increment. The Company will attempt to assign the Consultant living nearest to the Client;
 - f) be charged the minimum specified in 6a if the Consultant travels to the Client and is unable to perform planned activities;
 - g) be charged a late fee of \$90 (1hr off-site) for special education summations when Consultant is given less than 14 days notice;
 - h) be charged \$50 for any returned check (in addition to regular bank fees charged to the Company);
 - i) pay all invoiced amounts due to the Company within 30 days from the date of the invoice in US dollars.
 - i) In the event payments are not received by the Company after becoming due, Company may: charge interest on any such unpaid amounts at a rate of 10% at 30 days late and then 20% (per month) at 60+ days late (compounded) from the date such payment was due until the date paid; and suspend performance for all Services until payment has been made in full.
- 7) **TAXES.** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.
- 8) **TERMINATION.** This Agreement will remain in full force and effect for the term set forth in Section 5. Upon termination, the Client must immediately notify their board, authorizer, and school community.
 - a) Either party may terminate this Agreement prior to the expiration of the Term, without cause, upon at least 30 days written notice to the other party.
 - b) The Company may terminate this Agreement, effective immediately upon written notice to the Client, in the event that the Client materially breaches this Agreement.
- 9) **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Company, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to clients, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Company to Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Client without the prior written consent of the Company.
 - a) Client agrees to use the Confidential Information only to make use of the Services.

- b) Company shall be entitled to injunctive relief for any violation of this Section.
- 10) CONFIDENTIALITY OF PERSONAL HEALTH INFORMATION ("PHI"). The parties acknowledge that, for the purposes of this Agreement, they fall within the definition of The Family Educational Rights and Privacy Act (FERPA) which prohibits a school from disclosing personally identifiable information from students' education records without the consent of a parent or eligible student, unless an exception to FERPA's general consent rule applies. Health information used in the educational setting falls under FERPA. Each party warrants that they will maintain and protect the confidentiality of all PHI in accordance with FERPA and all applicable federal and state laws and regulations. However, nothing herein will limit the parties' use of any aggregated patient information that does not contain PHI. This Section will survive the termination of this Agreement.
- 11) REPRESENTATION AND WARRANTY.
 - a) The Client represents that it has the full right, power, and authority to enter into this Agreement and to perform its obligations as established in this Agreement.
 - b) The execution of this Agreement by the Client's representative, whose signature is set forth at the end hereof, has been duly authorized by all necessary corporate action.
 - c) Company represents and warrants to Client that it shall perform the Services using personnel of required qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
 - d) The Company shall not be liable for a breach of the warranty set forth in Section 11(c) unless Client gives written notice of the defective Services, reasonably described, to Company within 30 days of the time when Client discovers or ought to have discovered that the Services were defective.
 - e) Subject to Section 11(d), Company shall, in its sole discretion, either repair or re-perform such Services (or the defective portion), or credit/refund the price of such Services at the pro rata contract rate.
 - f) THE REMEDIES SET FORTH IN SECTION 11(E) SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(C).
- 12) DISCLAIMER OF WARRANTIES. EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(C) ABOVE, COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 13) LIMITATION OF LIABILITY.
 - a) IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 - b) IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID/PAYABLE TO COMPANY.
 - c) The limitation of liability set forth in Section 13(b) shall not apply to:
 - i) liability resulting from Company's gross negligence or willful misconduct and
 - ii) death or bodily injury resulting from Company's negligent acts or omissions.
- 14) INDEMNIFICATION. Each party (the "Indemnitor") shall defend, indemnify, and hold the other party and the other party's officers, directors, employees, and agents harmless from and against any and all claims, losses, or damages (including reasonable attorney's fees and costs of litigation) resulting from Indemnitor's own breaches, acts, omissions or misrepresentations, regardless of the form of action.
- 15) NOTICES. Any notices required to be given hereunder will be in writing and may be either delivered personally or sent by first class mail, postage prepaid, return receipt requested, and properly addressed to the address of the other party as stated below. Notices will be deemed received on the date of receipt verification provided by the U.S. Postal Service. Notices to be addressed as follows:

If to Navigate Care Consulting:	If to Client:
18314 Duluth Street Farmington, MN 55024	Contact person and Client address noted on page 1

- 16) MISCELLANEOUS.
 - a) Governing Law. This Agreement and the rights of the parties hereunder will be governed and interpreted in accordance with the laws of the state of Minnesota without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the state of Minnesota.
 - b) Relationship of Parties. For the purposes of this Agreement, the relationship of a party and its employees, agents, and servants to the other party and its respective employees, agents, and servants will be that of independent contractors. Nothing in this Agreement will be construed, implied, or deemed to create any other relationship between the parties, including one of employment, agency, joint venture, association, partnership, or any other form of separate legal entity or organization.
 - c) Waiver. No waiver by Company of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
 - d) Assignment. Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the Company. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the Client of any of its obligations under this Agreement.

- e) Severability. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- f) Survival. Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Confidentiality of PHI, Indemnification, Governing Law, and Survival.
- g) Amendment and Modification. This Agreement may only be amended or modified in a writing that specifically states it amends this Agreement and is signed by an authorized representative of each party.
- h) Personal Guaranty. The signatory hereby personally and unconditionally guarantees punctual payment by Client as required by this Agreement. The signatory guarantor waives diligence, demand for payment, extension of time for payment, notice of acceptance of this guaranty, and indulgences and notice of every kind, and consents to any and all forbearances and extensions of the time for payment or performance under this Agreement and to any and all changes in the terms of this Agreement. Company may enforce this guaranty without first resorting to or exhausting other remedies provided by the Agreement or the law. Guarantor agrees to pay all reasonable costs and attorneys' fees incurred by Company in enforcing this guaranty. Guarantor signs this Guaranty in consideration of Company's willingness to enter into this Agreement with Client.

STATEMENT OF WORK

GENERAL EDUCATION CONSULTATION. These consultation services are divided into two categories- required and optional.

- 1) For all REQUIRED services, the Consultant is required to be involved as an authority. These services may be mandated by state or federal law and will always be overseen by the Consultant. However, unless otherwise notated, some may be delegated to the Client to complete under Consultant direction.
 - a) Annual Assessment. After the contract is signed/submitted, the Consultant will perform an assessment of school needs in collaboration with administration, a special education designee, and staff responsible for student health records and administering health services. This assessment will include:
 - i) a meeting to review the current school health program and pertinent documentation (forms, policies, procedures, practices, etc); and
 - ii) an assessment summary, which includes recommendations for changes involving programs, services, and documentation. This summary will also include optional services that the Client may select at any time during the Term. The Consultant will communicate priorities in order to define, plan, and execute Services that year.
 - b) Approval of (or assistance writing) school health policies such as: immunizations; illness; medication; and Health Office operations.
 - c) Oversight of Health Services Area to include set-up and recommended equipment/supplies for:
 - i) the Health Office;
 - ii) classroom supplies; and
 - iii) emergency equipment in the building (AED, stock EpiPens, naloxone, etc).
 - d) Set-up and oversight of a student health record system including documentation using paper and/or an electronic health record (EHR). Areas that fall under this umbrella include:
 - i) annual health form review and organization;
 - ii) identification of students with special health needs;
 - iii) creation and management of Individual Health Plans (IHP) and care plans/emergency plans for students with special health needs to include communication/collaboration with parents and healthcare providers;
 - iv) development/management of staff communication regarding emergency health conditions;
 - v) appropriate training/review with specific staff members responsible for students with special health needs (ie: seizure training session for 4th grade teachers regarding specific IHP for 4th grader); and
 - vi) participation in the development of 504 plans, when requested by Client..
 - e) Training/Oversight of designated Health Services Assistant(s) and their alternates including (not limited to):
 - i) basic first aid and illness management;
 - ii) specialized health needs training based on student needs (ie: diabetic care, feeding tubes, ostomy care, etc);
 - iii) medication administration and documentation (including routine and specialized, as needed);
 - iv) disease exclusion, protective personal equipment (PPE), state reporting, and communicable disease follow-up; and
 - v) community, state, and federal resources.
 - f) All Employee Annual Health and Safety Training including:
 - i) Right to Know + school hazards (OSHA);
 - ii) Blood Borne Pathogens (BBP), infection control, and PPE;
 - iii) common emergency conditions and associated medications, ordering of stock Epipens and naloxone (upon request);
 - iv) basic first aid review for common school concerns.
 - g) Procedure and Practices related to the Health Office such as:
 - i) staffing plan (including alternates);
 - ii) first aid flowchart and other resources;
 - iii) medication/supply storage and documentation requirements; and
 - iv) communication with staff and families regarding student health information, illness notifications, public health crises, etc.
 - h) Consultation for miscellaneous health needs or concerns of students, staff, and parents.
 - i) Response (non-emergently) to evaluate plan/determine any edits needed after emergencies are routed through EMS or to other routine requests from Client. Consultant to respond to Client requests within 3 business days.
 - i) Review of student immunization compliance, non-compliance follow-up, and completion of annual state reporting.
 - j) Field trip health planning for general and special health needs.

- k) Follow-up or spring re-assessment. The Consultant will meet again with administration and the HSA(s) to review progress and next steps, including:
 - i) preparation/planning for the upcoming school year (health-related forms, Consultant check-in or requests over break (ie: summer school, etc), efficiency recommendations, etc).
- 2) For all OPTIONAL services, the Consultant will only provide these to a Client if they are requested. There still may be state or federal requirements associated with these optional services. The Client may choose to fulfill these via an alternate method; however, the Company would not be responsible or involved for any portion of compliance or tracking.
 - a) CPR / First Aid Certification (American Heart Association- good for 2 yrs).
 - b) specific condition or disease education (ie: head injury/concussion, lifting/transporting students, diapering, specialized health equipment, etc).
 - c) Bus driver specific health training.
 - d) Food allergy monitoring system set-up/training.
 - e) Consult regarding school cleaning and indoor air quality plans.
 - f) School-based health screenings and services such as:
 - i) early childhood/preK screening program assistance (health-related portions such as immunizations, vision/hearing, height/weight/BMI, health condition review, emergency condition planning);
 - ii) "mass" vision/hearing screening;
 - iii) coordinating immunization clinics at the school (ie: annual influenza or routine immunization clinic); and
 - iv) coordinating dental health services and screening.
 - g) Student health education (ie: handwashing, oral health, general hygiene/puberty, CPR as graduation requirement, miscellaneous education, as requested by Client and as Consultant availability.
 - h) Regular Health Office staffing assistance may be provided, upon request and additional contract amendment, however, this is not generally readily available.
 - i) Other requested services, as able.

SPECIAL EDUCATION CONSULTATION. The Consultant shall perform the following duties as they specifically relate to the Special Education team of the Client:

- 1) Participate in the multi-disciplinary special education team/child study team.
 - a) Interpret medical/health information.
 - i) Explain how health conditions may affect the student in the academic environment.
 - b) Assist the team in determining eligibility for special education, particularly regarding criteria relating to health.
- 2) Participate in the evaluation process for initial and re-evaluations. Federal regulations, state statutes, MN administrative rules, FERPA and HIPAA apply to this process and to records maintained on students.
 - a) Upon notification by coordinator, the Consultant will enter Prior Written Notice (PWN) information in the evaluation plan.
 - b) Upon notification that the PWN has been signed/returned, the Consultant will:
 - i) attempt to meet with the student and screen their vision, hearing, and body mass index (BMI);
 - ii) complete a health interview with the parents/guardians;
 - iii) review health file contents and medical documentation;
 - iv) reach out to healthcare providers for input/further information (as needed/requested by Client);
 - v) write a health summary for the evaluation report no later than the due date given by Client; and
 - vi) indicate health related needs during school and any required nursing time.
 - c) The Consultant and the coordinator shall decide as to the need for the Consultant to attend the evaluation report meeting with the parent/s. The Consultant will collaborate with the special education team in determining if there are health goals for the IEP and will help write the goals and identify the person/s responsible for implementing the goals.
 - d) If needed, the Consultant will facilitate progress reports, as appropriate, for health goals and objectives.



FLEXIBILITY • INGENUITY • ASSURANCE

18314 Duluth Street, Farmington, MN 55024
 Phone: (612) 240-2123 • Fax: (651) 925-0200
www.NavigateCare.com • Email: admin@navigatecare.com

Deaf/Hard of Hearing Educational Services Contract

This agreement is between Woodbury Leadership Academy, located in Woodbury, Minnesota ("District") and DHH Consulting LLC, a Minnesota Limited Liability Company ("Contractor") for Deaf/Hard of Hearing Services. It shall remain in effect until and superseded by an updated agreement or the agreement is terminated by either party.

1. Services to be provided:

- a. Review student records, including special educational records and IEPs to evaluate student educational goals.
- b. Recommend interventions, educational accommodations, and resources for students who qualify for deaf/hard of hearing services.
- c. Attend special education meetings and IEP meetings when information about deaf/hard of hearing education is to be communicated to school staff and parents.
- d. Observe classroom instruction and consult with special education and regular education staff regarding services, interventions, and resources for students who qualify for educational services in the area of deaf/hard of hearing.
- e. Provide Direct and Indirect services to students who qualify for deaf/hard of hearing services based on each student's IEP needs.

2. Compensation

- a. The Contractor shall maintain time and travel records for all services billed to the District.
- b. Services provided shall be limited to those necessary to support documented special education plans and shall be requested or approved by District staff.
- c. Deaf/Hard of Hearing educational services provided by the Contractor shall be compensated according to the following schedule:
 - i. On-Site Services (direct or indirect)
 1. Hourly Rate: \$96 / hour
 2. Billing increments: 15 minutes
 - ii. Off-site Services (direct or indirect - report-writing, research, communication with school staff, other service providers, students, or family)
 1. Hourly rate: \$96 / hour
 2. Billing increments: 15 minutes
 - iii. Travel
 1. All travel shall be billed at the hourly rate specified in c(i).
 2. Travel reimbursement shall be billed round trip from Contractor offices, 10834 Knollwood Ct Woodbury MN 55129, to the location services are provided.
 3. If the service provider originates from another facility closer than the Contractor offices, travel time from that facility will be billed.
 4. If the service provider originates from another facility further than the Contractor office to the District location, estimated time from the Contractor office to the District location will be billed using Google Maps or similar.
 5. If a service provider leaving the District location travels to another school that is closer to the Contractor offices, District will be billed round trip, less time normally required to reach the subsequent school from Contractor offices.
- d. Services will be billed once monthly for all activities performed each calendar month and mailed or submitted electronically to the District by the 10th day of the following month.
- e. The District shall pay all invoices, in full, within thirty (30) days of receipt of invoice. Invoice payment shall be submitted electronically, or mailed to: DHH Consulting LLC, 10834 Knollwood Ct, Woodbury, MN 55129

3. Expectations

Contractor service provider will:

- a. Be licensed in the State of Minnesota and hold any other licenses or certifications required to perform agreed upon services for the District.
- b. Maintain necessary licenses and insurance in accordance with applicable state laws which are required to perform the services described in this agreement.
- c. Limit provision of services to those which the provider is qualified to render and are allowed under state law, whether by scope of practice defined by licensure or other qualification or limitation provided by specialized training or expertise.
- d. Provide a copy of Minnesota oral/aural deaf educator license upon request from the District.
- e. Provide a copy of professional liability insurance certificate upon request from the District.
- f. Respect and adhere to all school policies and codes of conduct.
- g. Submit accurate records and documents for computation of charges for all services described in this agreement or otherwise requested by the District. These shall include date of services, description of services, name identifier of student(s) served, and total number of hours. Invoices will be submitted on a monthly basis and mailed or submitted electronically to the District by the 10th day of the following month.
- h. All student information generated as part of services provided for the District will be submitted to the District and become part of the student's file.
- i. Maintain effective communication and cooperative working relationship with staff and parents of the District.
- j. Complete assigned responsibilities within a time frame required by federal or state regulations.
- k. Complete all responsibilities in compliance with federal and state regulations and professional standards.

4. District's responsibility to Contractor:

- a. Provide appropriate facilities so as to allow the Contractor to provide necessary and/or requested services.
- b. Provide documentation and other information that is required for the Contractor to complete requested tasks and responsibilities, as described above in Expectations, in an efficient and timely manner.
- c. Timely communication of assessment dates, meeting dates, and other requirements which are necessary for the deaf educator to complete requested tasks.
- d. Pay Contractor within 30 days of submission of monthly billing.

5. Access & Storage of Confidential Information

- a. The Contractor acknowledges that most information received from the District is confidential in nature and protected from unauthorized disclosure by federal and state laws. Contractor agrees to maintain confidentiality of data and records provided by the District.
- b. Upon termination of this agreement for any reason, the Contractor shall promptly deliver to the district all keys, access cards, records, manuals, documents, letters, data, and reports that are property of the District.
- c. Any student information held or maintained by the Contractor shall be remitted to the District upon request or termination of this contract.

6. Assignment:

- a. Neither party shall assign any of its rights or duties under this agreement without the prior written consent of the other party.

7. No employment relationship:

- a. The parties acknowledge and agree that any Contractor representative is not an employee of the District.
- b. No consultant providing services to the District is eligible for worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations or paid holidays from the District.

8. Term of Agreement

- a. This agreement will occur during the 2023-2024 school year, from August 1, 2023 to July 31, 2024.

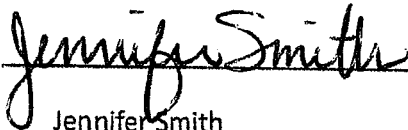
9. Termination:

- a. Either party may voluntarily terminate this agreement without cause by giving the other party written notice at least 30 days before the effective day of termination as set forth in the notice.
- b. Either party may terminate this agreement immediately upon providing written notice to the other party if the other party materially violates the terms of this agreement.

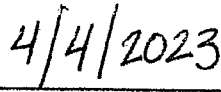
10. **Entire agreement:** This is the entire agreement of the parties and any amendment to this agreement shall be in writing, signed by both parties.

11. **Severability:** If any portion of this agreement is found unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

12. **Choice of law:** This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.



Jennifer Smith
Managing Member
DHH Consulting LLC



Date

Authorized Signer for District

Date

Audiology Services Contract

This agreement is between Woodbury Leadership Academy ("WLA") and Sentient Healthcare, Inc. ("SHC") for educational audiology services. It shall remain in effect until and superseded by an updated agreement or the agreement is terminated by either party.

1. Services to be provided:

- a. Review student records, including special educational records, to evaluate student needs for audiology and deaf/hard of hearing services.
- b. Recommend assessment tools, protocol, and action needed to assist student needs in the area of deaf/hard of hearing services.
- c. Recommend interventions, accommodations, and resources to provide service for students who qualify for deaf/hard of hearing services.
- d. Attend special education meetings when information about audiology is to be communicated to school staff and parents.
- e. Consult with special education staff regarding special education services, interventions, and resources for students who qualify for services in the area of deaf/hard of hearing.
- f. Consult with special education and regular education staff regarding special services, interventions, and resources for students who qualify for deaf/hard of hearing services.

2. Compensation

- a. Staff of SHC shall maintain time and travel records for all services billed to Woodbury Leadership Academy.
- b. Services provided shall be limited to those necessary to support documented special education plans and shall be requested or approved by WLA staff.
- c. Educational audiology services provided by SHC shall be compensated according to the following schedule:
 - i. On-Site Services (direct or indirect)
 1. Hourly Rate: \$110 / hour
 2. Billing increments: 15 minutes
 - ii. Off-site Services (report-writing, research, communication with school, other service providers, family, or labs)
 1. Hourly rate: \$110 / hour
 2. Billing increments: 15 minutes
 - iii. Travel
 1. All travel shall be billed at the hourly rate specified in c(i).
 2. Travel reimbursement shall be billed round trip from SHC offices, 929 Old Highway 8 NW, Suite 200, New Brighton, MN 55112, to the location services are provided.
 3. If the service provider originates from another facility closer than the SHC offices, time from that facility will be billed.
 4. If the service provider originates from another facility further than the SHC offices, estimated time from SHC offices to the facility will be billed using Google Maps or similar.
 5. If a service provider leaving WLA travels to another school that is closer to the SHC offices, WLA will be billed round trip, less time normally required to reach the subsequent school from SHC offices.
- d. Services will be billed once monthly for all activities performed each calendar month and mailed to WLA by the 10th day of the following month.

- e. Maximum expenditure for services included in this agreement is \$2500. If the contact maximum is exceeded without prior written consent from both parties, SHC does so at its own risk and expense.

3. Expectations

Service providers employed by SHC will:

- a. Be licensed in the State of Minnesota and hold any other licenses or certifications required to perform agreed upon services at WLA.
- b. Maintain necessary licenses and insurance in accordance with applicable state laws which are required to perform the services described in this agreement.
- c. Limit provision of services to those which the provider is qualified to render and are allowed under state law, whether by scope of practice defined by licensure or other qualification or limitation provided by specialized training or expertise.
- d. Provide a copy of Minnesota audiologist license upon request from WLA.
- e. Provide a copy of provider liability insurance certificate upon request from WLA.
- f. Sign in whenever on site to provide services.
- g. Respect and adhere to all school policies and codes of conduct.
- h. Submit accurate records and documents for computation of charges for all services described in this agreement or otherwise requested by WLA. These shall include date of services, description of services, initials or other identifier of student(s) served, and total number of hours. Invoices will be submitted on a monthly basis and mailed as soon as possible after the first day of the following month.
- i. All student information generated as part of services provided for WLA will be submitted to WLA and become part of the student's file.
- j. Maintain effective communication and cooperative working relationship with staff and parents of WLA.
- k. Complete assigned responsibilities within a time frame required by federal or state regulations.
- l. Complete all responsibilities in compliance with federal and state regulations and professional standards.

4. Woodbury Leadership Academy's responsibility to Audiologist provider:

- a. Provide appropriate facilities so as to allow audiologist to provide necessary and/or requested services.
- b. Provide documentation and other information that is required for audiologist to complete requested tasks and responsibilities, as described above in Expectations, in an efficient and timely manner.
- c. Timely communication of assessment dates meeting dates, and other requirements which are necessary for the audiologist to complete requested tasks.
- d. Pay SHC within 30 days of submission of monthly billing.

5. Access & Storage of Confidential Information

- a. SHC its officers and employees acknowledge that most information received from WLA is confidential in nature and protected from unauthorized disclosure by federal and state laws. SHC agrees to maintain confidentiality of data and records provided by WLA.
- b. SHC agrees to store electronic and hard copies of information in accordance with applicable federal and state laws, including the Minnesota Government Data Practices Act, MN Statutes Chapter 13.
- c. Any student information held or maintained by SHC shall be remitted to WLA upon request or termination of this contract.

6. Assignment:

- a. Neither party shall assign any of its rights or duties under this agreement without the prior written consent of the other party.

7. No employment relationship:

- a. The parties acknowledge and agree that no audiologist or other staff member who is providing direct or support services for SHC is an employee of WLA.
- b. No consultant providing services to WLA is eligible for worker's compensation, unemployment compensation, medical insurance, life insurance, paid vacations or paid holidays from WLA.

8. Term of Agreement

- a. This agreement will occur during the 2023-2024 school year, from August 1, 2023 to July 31, 2024.

9. Termination:

- a. Either party may voluntarily terminate this agreement without cause by giving the other party written notice at least 60 days before the effective day of termination as set forth in the notice.
- b. Either party may terminate this agreement immediately upon providing written notice to the other party if the other party materially violates the terms of this agreement.

10. **Entire agreement:** This is the entire agreement of the parties and any amendment to this agreement shall be in writing, signed by both parties.

11. **Severability:** If any portion of this agreement is found unenforceable, the rest of this agreement will nevertheless remain in full force and effect.

12. **Choice of law:** This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

President / CEO
Sentient Healthcare, Inc.

Date

Authorized Signer
Woodbury Leadership Academy
8089 Globe Dr
Woodbury, MN 55125

Date

INDEPENDENT CONTRACTOR AGREEMENT

This contract is made as of this 13th day of March, 2023 between Woodbury Leadership Academy with its principal office and mailing address located at 8089 Globe Dr, Woodbury, MN 55125, hereinafter called "Client," and Keys to Communication, LLC, an independent contractor with a mailing address of PO Box 1608, Hudson, WI 54016, hereinafter called "Contractor."

Services Provided

The Contractor will provide speech and language services within the scope of practice set forth by the American Speech-Language-Hearing Association (ASHA) and the Minnesota Department of Education. Speech and language services will be provided to qualifying students in accordance with their Individualized Education Plans (IEP's). These services include initial evaluations and re-evaluations as needed, appropriate therapy, assessment reports, progress reports, IEP documentation, IEP meetings, meetings with staff, students and/or families and necessary correspondence with staff, students and/or families; all to occur within times given to the Client by the Contractor. All case management of student files and IEPs shall be conducted by the Client and the appropriate corresponding staff. The Client is responsible for meeting all due process timelines and maintaining compliance with any and all special education documentation.

Service Providers

Speech and language services may be provided to the Client by the Contractor and/or its subcontracted Speech and Language Pathologist(s) (SLP). All speech and language services will be provided by SLP(s) holding a current license from the Minnesota Department of Education and a Certificate of Clinical Competence from the American Speech-Language-Hearing Association. Copies of licenses and certification will be made available for Client upon request. All licenses and certifications will be maintained and kept current as long as services are being provided to Client. Throughout the remainder of this agreement "Contractor" shall indicate both employees of Keys to Communication, LLC and its subcontracted SLP(s).

Compensation

In consideration for the services to be performed by the Contractor, the Contractor will receive \$90.00 per hour for completion of the services listed above. Time spent traveling to and from the Client's location will be billed at half the hourly rate (\$45.00). An invoice shall be presented to the Client on a bi-weekly basis. The Client shall pay the Contractor within 15 days from the date of each invoice. If payment is not received within 30 days from date of invoice, a late fee of \$5.00 per day late will be assessed to the Client. If payment is not received within 60 days from date of invoices, services shall be suspended until such time the invoice is paid in full and all payments are current. Services will be scheduled to meet the needs presented by current IEPs and evaluation requirements. Based on current student status and needs, that will require the equivalent of approximately 4 to 5 days per week on site (approximately 1,000-1,400 hours total), with adjustments based on student needs and agreement between the Client and the Contractor.

Term

The term of this contract shall begin when both parties have signed the agreement and end no later than the end of the 2023-2024 school year (estimated to be June 30th, 2024). Either party may terminate this agreement at any time by giving thirty (30) days written notice of termination. The Contractor shall be entitled to full payment for services performed prior to the date of termination and for any work completed during the 30 day notice period.

Absences

The Contractor will notify the Client by written (in the form of email) notice two weeks in advance for any time off needed for scheduled work days. The Contractor will notify the Client at the earliest possible time of any illness that will prevent Contractor from performing duties on a scheduled work day. The Client shall provide any specific procedures for notification of illnesses.

In the event of student absences, the Client shall notify the Contractor prior to arrival if services are not required due to an absence. If the Contractor has not been notified and arrives at the Client's location, the Client will still be responsible to pay travel time to and from their location, as well as one hour of work at the stated compensation rate.

Service Environment/Setting

The Client will provide a quiet and appropriate space for the Contractor to conduct speech and language services without interruptions or distractions. At the request of the Contractor, the Client will also provide a secure location for speech and language materials to be stored. The Contractor will provide her own computer; however, access to a wireless internet or a computer with internet access shall be provided by the Client for therapeutic activities as needed. Also, the Client will grant Contractor access to a copy machine for therapy materials on an as needed basis.

Interpreters

The Client will be responsible for providing an interpreter at their expense for any student or family who is not proficient in the English language. An interpreter shall be made available for any evaluation, meeting, and if requested by the Contractor, for any therapy sessions.

Independent Contractor Status

The Contractor is an independent contractor, not the Client's employee. The Contractor and the Client agree to the following rights consistent with an independent contractor relationship:

- The Contractor has the right to perform services for others during the term of this agreement.
- The Contractor has the sole right to control and direct the means, manner and method by which the services required by this agreement will be performed.
- The Contractor shall perform services required by this agreement.
- The Contractor shall not receive any training from the Client in the skills necessary to perform the services required by this agreement.

Benefits

The Client is not responsible for any insurance or other fringe benefits, including, but not limited to health, medical, dental, life, and long-term disability, social security, worker's compensation, income tax withholdings, retirement or leave benefits, for the Contractor. The Contractor assumes full responsibility for the provision of all such insurances and fringe benefits for the Contractor and the Contractor's employees, as applicable.

Liability Insurance

The Contractor will provide and maintain liability insurance coverage with minimum limits as follows:

- General Liability Insurance with limits of \$1,000,000 each occurrence, \$3,000,000 aggregate.
- Professional Liability Insurance with limits of \$1,000,000 each occurrence, \$3,000,000 aggregate.

Sales Tax

The charges included here do not include taxes. If the Contractor is required to pay any federal, state, or local sales, use, property, or value added taxes based on the services provided under this agreement, the taxes shall be separately billed to the Client. The Contractor shall not pay any interest or penalties incurred due to late payment or nonpayment of any taxes by the Client.

Applicable Law

This contract shall be construed, interpreted and applied under and in accordance with laws of the State of Minnesota.

Partnership

This agreement does not create a partnership relationship. Neither party has authority to enter into contracts on the other's behalf.

Materials

The Contractor may, at its option, include Contractor's Materials in the work performed under this agreement. The Contractor retains all rights, title and interest, including all copyrights, patent rights, and trade secret rights in the Contractor's Materials. The Contractor will be the sole possessor of all equipment/materials brought by the Contractor to fulfill obligations; recommendations to purchase equipment/materials will be given to the Client in writing and will be the Client's decision and financial responsibility. All evaluation and therapy materials will be provided by the Contractor, unless appropriate materials are already owned by the Client.

Entire Agreement

This contract contains the entire agreement between the parties. No statement, promises or inducements made by any party hereto, or agent of either party hereto, which is not contained in this written contract, shall be valid or binding; and this contract may not be enlarged, modified or altered except in writing and signed by the parties.

Resolving Dispute

If a dispute arises under this Agreement, the parties agree to first try to resolve the dispute with the help of a mutually-agreed-upon-mediator in Rice County. Any costs and fees other than attorney fees associated with the mediation shall be shared equally by both parties.

If it proves impossible to arrive at a mutually satisfactory solution through mediation, the parties agree to submit the dispute to binding arbitration in Hennepin County under the rules of the American Arbitration Association. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction to do so.

However, the complaining party may refuse to submit the dispute to mediation or arbitration and instead bring an action in an appropriate Small Claims Court.

Attorneys' Fees

If any legal action is necessary to enforce this agreement, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses in addition to any other relief to which he or she may be entitled.

Confidentiality

The Contractor agrees that any information received by the Contractor during any furtherance of the Contractor's obligations in accordance with this agreement, which concerns the personal, financial, or other

affairs of the Client, its staff, or its students will be treated by the Contractor in full confidence and will not be disclosed to any other parties without the full knowledge and consent of the Client.

Indemnifications

- Client Indemnification - Except to the extent that such liability is caused by the negligence or tortious act or omission of the Contractor or its agents, contractors or employees, the Client agrees, to the extent permitted by law, to defend, indemnify, and hold harmless the Contractor, its members, managers, governors, contractors, representatives, agents, 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 the following:
 - (i) any willful, negligent or tortious act or omission of the Client, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the delivery of education services, and
 - (ii) against all loss by reason of the failure of the Client or its employees to adhere to applicable state and federal law. In no event, however, will the Client accept liability in excess of its insurance caps.
- Contractor Indemnification - Except to the extent that such liability is caused by the negligence or tortious act or omission of the Client or its agents, contractors or employees, the Contractor agrees, to the extent permitted by law, to defend, indemnify, and hold harmless the Client, its members, managers, governors, contractors, representatives, agents, 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 the following:
 - (i) any willful, negligent or tortious act or omission of the Contractor, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the delivery of education services, and
 - (ii) against all loss by reason of the failure of the Contractor or its employees to adhere to applicable state and federal law. In no event, however, will the Contractor accept liability in excess of its insurance caps.
- Duty to Notify. - The indemnified party shall promptly notify the indemnifying party of any claim, action, cause of action or litigation brought against the indemnified party, its employees, officers, agents or sub-schools, which arises out of the services contained in this Agreement. The indemnified party shall also notify the indemnifying party whenever the indemnified party has a reasonable basis for believing that the indemnified party and/or its employees, officers, agents or sub-school, and/or the indemnifying party 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, except to the extent providing such notice would interfere with integrity of an ongoing investigation, criminal proceeding, or litigation.
 - Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

Non-discrimination

The Contractor is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, familial status, disability, public assistance status, veteran status, sexual orientation, gender identity, or any other status protected by law, and is committed to transacting business only with firms who follow these practices. The Contractor must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates

of pay or other forms of compensation, and selection for training, including apprenticeship.

Signatures:

Client:

By: _____
(Typed or Printed Name) *Signature* *Date*

Title: _____

By: _____
(Typed or Printed Name) *Signature* *Date*

Title: _____

Contractor:

By: Keys to Communication, LLC
Jennifer Ballard, Owner
Title: Speech Language Pathologist

Jennifer Ballard *3/13/2023*
Signature *Date*

OCCUPATIONAL THERAPY SERVICES AGREEMENT

This Occupational Therapy Services Agreement (the "Agreement") is made as of _____ by and between Woodbury Leadership Academy (the "Buyer") and Integrative Therapy, LLC (the "Service Provider").

Recitals

The Buyer wishes to be provided with the Services (defined below) by the Service Provider, and the Service Provider agrees to provide the Services to the Buyer pursuant to the terms and conditions of this Agreement.

Agreement

In consideration of the recitals above, the promises in this Agreement below, and for other good and valuable consideration, the parties to this Agreement agree as follows:

1. Services.

1.1 The Service Provider shall provide services (the "Services") to the Buyer with licensed therapists with the state of Minnesota which may include an Occupational Therapist, Registered ("OTR") or a Certified Occupational Therapy Assistant ("COTA"). The Service Provider shall provide the following Services to the Buyer pursuant to the terms and conditions of this Agreement:

- Direct and indirect Occupational Therapy ("OT") service minutes per student specific Individualized Education Plan ("IEP") including preparation time for services.
- Communication with teachers, support staff, etc. and/or creation of student specific aids based on the student's accommodations and adaptations as stated in the student's IEP.
- Initial OT evaluation or 3 year OT re-evaluation including test administration, scoring, and documentation.
- Documentation related to OT services including but not limited to daily documentation of services, progress reports, creation or modification of yearly IEP, and 3rd party billing.
- Teacher or support staff training as requested by Buyer, including preparation for training and implementation.
- Attendance of meetings per Buyer request, including but not limited to team, IEP or evaluation meetings.
- Initiation of services including but not limited to setting up a therapeutic space to provide services, equipment ordering, and creation of documentation services provided; and termination of services at the conclusion of the school year including but not limited to equipment collection from staff and students, clean up of therapeutic space as requested by the Buyer, and organization of student files.
- Communications with staff and administration via email, phone, or in-person as they pertain to services, scheduling, daily operations of the school, changes in policies or procedures, etc

The OTR will be responsible for these additional Services:

- Initial OT evaluation or 3 year OT re-evaluation including test administration, scoring, interpretation and documentation.
- Documentation related to OT services including but not limited to creation or modification of yearly IEP, behavior intervention plan, and evaluation.
- Supervision of the COTA in compliance with the Minnesota Department of Health and Minnesota Department of Education including reading and co-signing daily documentation or

progress reports, meeting with the COTA in person or by phone to provide treatment plans for the COTA to follow, collaboration on IEP goals, service minutes, and accommodations, and preparation and follow up to IEP meetings.

1.2 It is understood and agreed that in addition to Service Provider's performance of its duties under this Agreement, the Service Provider may provide additional services to any third party, other than Buyer, that the Service Provider may choose to do business with.

2. **Delivery of the Services.** The Service Provider shall commence the provision of the Services on July 1, 2023 (the "Commencement Date"), and continue through June 30, 2024 (the "Completion Date"), unless terminated earlier pursuant to Section 8.
3. **Location.** The Service Provider shall provide the Services at the following locations: 8089 Globe Dr, Woodbury, MN 55125.
4. **Services Ordered.** Buyer shall order Services via written or verbal communication to Service Provider at least five business days in advance. If Services are scheduled but not provided due to an absence of Buyer's student or staff, Buyer will compensate Service Provider for scheduled services.
5. **Compensation.** As consideration for the provision of the Services by the Service Provider, the Price for the provision of the Services is ("Price") shall be: \$90.00 per hour for OTR Services and \$74.00 per hour for COTA Services, with a one hour minimum per site visit. OTR supervision duties of the COTA will be a maximum of 4 hours per two week time period. IEP collaboration, preparation, and follow up to IEP meetings between the OTR and COTA are estimated to be one hour in length for each IEP. Supervision of the COTA by the OTR will be billed at the Price of the OTR, and only the OTR's time will be billed.

The Buyer shall pay for the Service Provider's pre-approved out-of-pocket expenses such as equipment and supplies required for Buyer's students. The Buyer specifically agrees to reimburse the Service Provider for the cost of assessment protocols used in the evaluation of students during the school year. Assessment protocols vary by student along with the cost of materials. For simplicity of recordkeeping, the Buyer will be billed a flat \$10 charge per student evaluation to compensate the Service Provider for the cost of the protocols.

6. **Payment.** The Service Provider shall invoice the Buyer for Services that it has provided to the Buyer bi-weekly. The Buyer shall pay such invoices within 14 days of the date of the invoice. Any invoice that is not paid by its due date will be charged interest at the rate of 18% per annum on its unpaid balance until paid in full.
7. **Limitations.** IN NO EVENT SHALL SERVICE PROVIDER BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO THE SERVICES PERFORMED UNDER THIS AGREEMENT OR ACTIONS OR INACTION OF SERVICE PROVIDER RELATED IN ANY WAY TO THE SERVICES, WHATSOEVER, AND SERVICE PROVIDER'S LIABILITY, UNDER NO CIRCUMSTANCES, WILL EXCEED THE PRICE FOR THE SERVICES FOR WHICH LIABILITY IS CLAIMED.
8. **Termination.** This Agreement will terminate upon the earlier of the Completion Date, or that date set forth in a party's advance 60 days written notice of termination to the other party.
9. **Relationship of the Parties.** The parties acknowledge and agree that the Services performed by the Service Provider, its employees, agents or sub-contractors shall be as an independent contractor and that nothing in

this Agreement shall be deemed to constitute a partnership, joint venture, agency relationship or otherwise between the parties.

10. Confidentiality. Neither party will use, copy, adapt, alter or part with possession of any information of the other which is disclosed or otherwise comes into its possession under or in relation to this Agreement and which is of a confidential nature.

11. Miscellaneous.

- 11.1 This Agreement has been entered into by the parties in the State of Minnesota and shall be construed and enforced in accordance with the laws of the State of Minnesota.
- 11.2 If any part, term or provision of this Agreement is held to be illegal or unenforceable neither the validity or enforceability of the remainder of this Agreement shall be affected.
- 11.3 Neither party shall assign or transfer all or any part of its rights under this Agreement without the written consent of the other party.
- 11.4 This Agreement may not be amended without the prior written agreement of both parties.
- 11.5 This Agreement constitutes the entire understanding between the parties relating to the subject matter of this Agreement.

The parties to this Agreement have executed and delivered this Agreement as of the date set forth in the opening paragraph of this Agreement.

Service Provider:
Integrative Therapy, LLC

Buyer:
Woodbury Leadership Academy

Signature: _____
Printed name: _____
Title: _____

Signature: _____
Printed name: _____
Title: _____

Reno Mothes

CONTRACT

This Agreement, is made and entered into by and between **Woodbury Leadership Academy** (hereinafter referred to as the "DISTRICT") and **Reno Mothes, Developmental/Adapted Physical Education (DAPE) Specialist**, 8683 Janero Ave. S. Cottage Grove, MN 55016 including any likewise licensed/insured DAPE Specialist working on behalf of Reno Mothes as a substitute teacher (hereinafter referred to as the "CONTRACTOR".)

RECITALS

Whereas, the DISTRICT desires to enter into an agreement with a qualified CONTRACTOR with expertise in providing **Developmental/Adapted Physical Education (DAPE)** services and evaluation; **and**

Whereas, the CONTRACTOR is duly qualified and will provide the requested consulting services;

Whereas, the DISTRICT is willing to enter into an agreement with the CONTRACTOR to provide these services; **and**

Whereas, the CONTRACTOR understands and agrees that:

1. The CONTRACTOR will act as an independent contractor in the performance of all duties under this agreement;
2. The CONTRACTOR is not an agent, servant or employee of the DISTRICT and shall not make any such representations nor hold themselves out as such;
3. The CONTRACTOR shall have no authority to bind the DISTRICT for the performance of any services or to otherwise obligate the DISTRICT, the CONTRACTOR's authority being specifically limited to the duties assigned to the CONTRACTOR under this Agreement;
4. The CONTRACTOR shall not be considered, under the provisions of this Agreement or otherwise, as having employee status, and accordingly, the CONTRACTOR shall be responsible for payment of all taxes, including federal, state and local taxes arising out of the CONTRACTOR's activities under this Agreement, including, but not limited to, federal and state income tax, FICA, unemployment insurance taxes, and any other taxes or business license fees as required;
5. The CONTRACTOR shall not accrue any continuing contract rights for the services performed to this Agreement;
6. The CONTRACTOR shall comply with all applicable School Board policies, procedures, rules and regulations that are relevant to the CONTRACTOR's provision of services under this Agreement.
7. Services provided are for students with a disability and whose Individual Education Program (IEP) contain documentation of the need for services. This service is unique to students identified as special education students. It is specifically designed instruction and not available to non-disabled students. The decision to provide this service was made by the IEP team. This

service is provided at no cost to the parent. Facilities where this service is provided are of high quality.

8. The CONTRACTOR holds and will maintain the licensure required to perform services outlined in this contract.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein and board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives other good and valuable consideration, it is agreed as follows:

ARTICLE I **SERVICES TO BE PROVIDED**

Section 1. Provision of Services. The CONTRACTOR agrees to provide **DAPE** services and evaluation as identified by the IEP team and documented in the student's IEP. Consultation services may include, but are not necessarily limited to, review of pertinent educational records of selected students; discussion and consultation with teaching staff, school administration and related service providers, and providing consultation and recommendations on appropriate goals and objectives, and working individually with students on educationally related issues. The Services provided by the CONTRACTOR pursuant to this Agreement will be determined exclusively by the DISTRICT.

Section 2. Agreement Term. This Agreement is in effect for the school year from **8/20/2023 to 6/20/2024**, unless prematurely terminated as outlined in Article V below. This Agreement may be renewed only in writing and signed by both parties.

Section 3. Monitoring/Review of Services. Services performed under this Agreement are reviewed semi-annually. During this review period, **Reno Mothes, DAPE Specialist** will collect documentation of services provided, the dates thereof, costs of service and remaining balance on the contract. If incongruences between the contract and work performed occur, **Reno Mothes, DAPE Specialist**, will, **meet with DISTRICT representatives and they will review documents and come to a mutual agreement.**

Section 4. Warranties/Disclaimers. The CONTRACTOR has the required skill, experience, and qualifications to perform the Services, shall perform the Services in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services, and shall devote sufficient resources to ensure that the Services are performed in a timely and reliable manner. The CONTRACTOR shall also perform the Services in accordance with applicable law and warrants that the CONTRACTOR has all rights and title to the work product delivered under the Agreement and it does not infringe on the intellectual property of other parties.

ARTICLE II **COMPENSATION**

Section 1. Compensation/Fees. The CONTRACTOR shall provide the agreed to services at a rate not to exceed **\$90** per hour, when Reno Mothes or any likewise licensed/insured DAPE Specialist working on behalf of Reno Mothes as a substitute teacher departs either their place of residence (business

location), or departs from another school to come to DISTRICT to provide service and continues until they depart for another school, or when they arrive at their home (business location). There is a 30 minute maximum on the driving time both to DISTRICT and from DISTRICT if Reno Mothes or any likewise licensed/insured DAPE Specialist working on behalf of Reno Mothes as a substitute teacher is returning to their place of residence (business location) for a possible 60 minutes combined maximum. Additional time billed includes: notes of student progress, typing progress reports, IEP/Goal writing, Evaluations and write-ups of evaluations, researching past IEPs/progress reports/documents of students. Total maximum threshold of expenditure is \$20,000. Absent written agreement from both parties, CONTRACTOR shall bear the risk and expense of any amounts in excess of this maximum, and the DISTRICT shall bear no liability for such excess. Superintendent has the authority to sign legally binding contracts up to DOLLAR AMOUNT. Contracts beyond that amount must be approved by DISTRICT Board Chair.

The CONTRACTOR services to be provided will be determined solely by the DISTRICT. The CONTRACTOR will not provide any services above and beyond those services in which the DISTRICT specifically requests. It is the responsibility of the CONTRACTOR to submit an itemized invoice for payment, within 30 days of services provided. The itemized invoice should include a breakdown of all services and expenses and shall include the time, place, and method of acceptable payment.

ARTICLE III INSURANCE AND OTHER BENEFITS

Section 1. Insurance. During the term of this Agreement, it is specifically agreed and understood that the CONTRACTOR shall not be eligible for nor provided insurance coverage of any kind from the DISTRICT, including, but not limited to, health, medical, dental, life, and long-term disability. CONTRACTOR is solely responsible for obtaining or providing such insurance coverage to CONTRACTOR and CONTRACTOR's employees, as applicable.

Section 2. Other Benefits. It is specifically agreed and understood that the CONTRACTOR shall not be eligible for nor provided any other DISTRICT-provided benefits, including, but not limited to, working compensation and unemployment benefits. CONTRACTOR is solely responsible for obtaining or providing such benefits to CONTRACTOR and CONTRACTOR's employees, as applicable.

Section 3. Liability Insurance. CONTRACTOR must provide and maintain, during the life of this agreement, insurance coverage with minimum limits as follows:

- General Liability Insurance
 - a. Commercial Liability – Occurrence (Form CG 00 01 98 or its equivalent)
 - i. Combined Single Limit \$1,000,000
 - ii. Personal Injury Limit \$1,000,000
 - iii. Products Completed Operations \$3,000,000
 - iv. General Aggregate \$3,000,000
- Professional Liability Insurance with limits of \$1,000,000 each occurrence, \$3,000,000 aggregate.

CONTRACTOR must provide proof of insurance upon request by DISTRICT. CONTRACTOR must provide the DISTRICT with 30-day notice of cancellation, non-renewal or material change to coverage.

CONTRACTOR IS NOT required to provide a performance bond pursuant to Minn. Stat. 574.26.

ARTICLE IV **INDEMNIFICATION**

Section 1. [DISTRICT] Indemnification. Except to the extent that such liability is caused by the negligence or tortious act or omission of CONTRACTOR or its agents, contractors or employees, the DISTRICT agrees, to the extent permitted by law, to defend, indemnify, and hold harmless the CONTRACTOR, its members, managers, governors, contractors, representatives, agents, 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 the following:

- (i) any willful, negligent or tortious act or omission of the DISTRICT, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the delivery of education services, and
- (ii) against all loss by reason of the failure of the DISTRICT or its employees to adhere to applicable state and federal law. In no event, however, will the DISTRICT accept liability in excess of its insurance caps.

Section 2. (CONTRACTOR) Indemnification. Except to the extent that such liability is caused by the negligence or tortious act or omission of the DISTRICT or its agents, contractors or employees, CONTRACTOR agrees, to the extent permitted by law, to defend, indemnify, and hold harmless the DISTRICT, its members, managers, governors, contractors, representatives, agents, 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 the following:

- (i) any willful, negligent or tortious act or omission of CONTRACTOR, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the delivery of education services, and
- (ii) against all loss by reason of the failure of the CONTRACTOR or its employees to adhere to applicable state and federal law.

Section 3. Duty to Notify. The indemnified party shall promptly notify the indemnifying party of any claim, action, cause of action or litigation brought against the indemnified party, its employees, officers, agents or sub-schools, which arises out of the services contained in this Agreement. The indemnified party shall also notify the indemnifying party whenever the indemnified party has a reasonable basis for believing that the indemnified party and/or its employees, officers, agents or sub-school, and/or the indemnifying party 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, except to the extent providing such notice would interfere with integrity of an ongoing investigation, criminal proceeding, or litigation.

Section 4. Failure to provide the notices required by this section is a material violation of the terms and conditions of this Agreement.

ARTICLE V **GENERAL**

Section 1. Data. The CONTRACTOR agrees that any information and data received by the CONTRACTOR during the term of this Agreement shall be treated and maintained by the CONTRACTOR in accordance with all applicable federal, state and local laws, rules and regulations governing same,

including, but not limited to, the confidentiality and other provisions of the Minnesota Government Data Practices Act (MGDPA), Minnesota Statutes Chapter 13 and the Family Educational Rights and Privacy Act (FERPA). The CONTRACTOR also agrees to comply with all of the provisions and requirements of DISTRICT's data privacy policies. Any and all data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the CONTRACTOR in the performance of the CONTRACTOR's obligations under this Agreement shall be the exclusive property of the DISTRICT, and any such data and materials shall be remitted to the DISTRICT by the CONTRACTOR upon completion or termination of the Agreement. The DISTRICT may not protect information that is public under the MGDPA and FERPA.

The CONTRACTOR agrees to maintain confidentiality of all information it obtains or is provided pursuant to this Agreement to the extent permitted by law. The requirements of this section survive termination of the Agreement.

A violation of the provisions of this section entitles the DISTRICT to any and all available remedies, including but not limited to injunctive relief and other equitable remedies.

Section 2. Non-discrimination. CONTRACTOR is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, familial status, disability, public assistance status, veteran status, sexual orientation, gender identity, or any other status protected by law, and is committed to transacting business only with firms who follow these practices. CONTRACTOR must apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. As applicable, CONTRACTOR shall also develop and have on file for each of its establishments, written Affirmative Action Plans, as may be required by the rules and regulations of the Secretary of Labor. If applicable, Contractor certifies that it has received a certificate of compliance from the Minnesota Commissioner of Human Rights for its affirmative action plan. By accepting this Contract, DISTRICT certifies that it complies with all applicable federal and state laws as well as DISTRICT policies related to non-discrimination, equal employment opportunity, and affirmative action.

Section 3. Termination. Either party may terminate this Agreement, with or without cause, with Thirty (30) days written notice to the other Party. In the event of such termination, CONTRACTOR shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by the District in its sole discretion, for work or services satisfactorily performed prior to the termination date. In no event shall CONTRACTOR be paid for work performed or costs incurred after the termination date, or for unnecessary costs incurred by suppliers or subcontractors which reasonably could have been avoided.

Section 4. Notices. Any notice or demand which must be given or made by a party under this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail to the authorized representative of the Party. Notices to CONTRACTOR shall be sent to: **Reno Mothes 8683 Janero Ave. S. Cottage Grove, MN 55016**. Notices to DISTRICT shall be sent to: **Reno Mothes 8683 Janero Ave. S. Cottage Grove, MN 55016**. Where a notice is for a specific action or event, the effective date of the event shall be included in the notice.

Section 5. Waiver. Either party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed as a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the agreement.

Section 6. Severability. If any portion, provision, or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable or void for any reason whatsoever, each such portion, provision or part shall be severed from the remaining portions, provisions or parts of this Agreement and shall not affect the validity or enforceability of any remaining portions, provisions, or parts.

Section 7. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other part in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right without any liability to the other party, to terminate this agreement.

Section 8. Dispute Resolution. If a dispute arises as to either parties' performance of this Agreement, the parties will meet to resolve the dispute at the offices of the DISTRICT or a mutually agreed upon neutral location. If the Parties fail to reach a resolution within a period of Sixty (60) days, then, upon notice by either party to the other, the parties agree to privately mediate the dispute.

This Agreement and any rights, remedies or obligations arising from or provided for in this Agreement, shall be construed and enforced in accordance with the laws of the State of Minnesota. Disputes not subject to or resolved through mediation are to be brought in Minnesota state court and venued in [Washington County], unless the parties voluntarily agree to another method of dispute resolution.

Section 9. Counterparts. This Agreement may be executed in counterparts, and each executed counterpart shall have the same force and effect as the original instrument as if all the Parties to the counterparts had signed the same instrument. The Parties also agree that facsimile, portable document format ("PDF"), scanned, and/or electronic signatures shall have the same effect as manually signed originals and shall be effective upon transmission.

Section 10. Entire Agreement. The Agreement is the entire agreement between the DISTRICT and the CONTRACTOR and it supersedes all prior written or oral agreements. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 11. Assignment. The CONTRACTOR may not assign its rights and obligations under this Agreement without written consent of the DISTRICT.

Section 12. Representations. The parties represent that entering into this Agreement does not create a conflict of interest or breach any of the parties' existing agreements. The parties further understand and agree that, by entering into this Agreement, they are not entering into a partnership or joint venture with one another.

Section 13. Special Education Provisions. The Services provided are specially designed instruction, at no cost to the parents, to meet the unique needs of a student with a disability or related services in order for a child with a disability to benefit from specially designed instruction.

WHEREFORE, THIS Agreement was entered into on the date set forth below and undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that 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.

District Representative Signature

Title

Date

Reno Mothes
Contractor Signature

Developmental/Adapted Physical Education (DAPE) Specialist

Title

3/23/2023
Date

Strategic Staffing Solutions

Service Agreement

THIS AGREEMENT made and entered in this **April 3rd, 2023** by and between **Strategic Staffing Solutions**, PO Box 276, Mount Pleasant, SC 29466, hereinafter referred to as the **Provider** and **Woodbury Leadership Academy, 8089 Globe Drive, Woodbury, MN 55125** hereinafter referred to as **LEA**.

Witnessed:

I **The LEA, hereby agrees to:**

- A provide access to appropriate records for the purpose of determining individual student needs.
- B pay the **Provider** at the rate of \$73.00 per hour for contracted services between **July 1st, 2023 to June 30th, 2024**. Terms are DUE ON RECEIPT.
- C to hold all provisions of this **Agreement** in confidence and to refrain from disclosing any of such provisions to any third party unless already publicly known or unless such disclosure is required by law.
- D Notwithstanding any other provision in this contract, the **LEA** remains responsible for ensuring that any service provided pursuant to this **Agreement** complies with all pertinent provisions of federal, state, and local laws, rules and regulations.

II **The Licensed ECSE Consultant hereby agrees to:**

- A provide appropriate support to students identified as needing services
- B consult with the Director of Special Education as appropriate, to ensure programs are carried out correctly
- C submit an authorized monthly accounting of the activities of the Licensed ECSE Consultant to the Director of Special Education detailing the dates covered by the billing and the number of hours of services provided.

III The LEA and Strategic Staffing Solutions hereby mutually agree:

- A that amendments to or dissolution of the Agreement may be made during the term of the Agreement by written approval of each and both parties hereto. It is further agreed that upon dissolution, the **LEA's** financial consideration shall be on the actual costs incurred during the term of this Agreement at the time of termination.
- B that any modifications to this agreement must be written and signed by both parties. If collection activities are necessary, the **LEA** agrees to pay all the expenses thereof, including reasonable attorney's fees. The **LEA** consents to the jurisdiction of the courts of the State of South Carolina and agrees that its laws shall govern our relationship.

IV Term of Agreement:

This agreement is entered into the aforementioned date and shall remain in force and is mutually binding upon the parties hereto from the period of **July 1st, 2023 to June 30th, 2024** unless sooner amended or terminated by either party in writing with a thirty-day advanced notice.

V Non-Competition:

The **LEA** acknowledges that the staff provided by **Strategic Staffing Solutions** are under the engagement of **Strategic Staffing Solutions** and as such cannot be hired directly or contracted directly for a period of twelve (12) months after the termination of this agreement.

VI Nondiscrimination:

The parties hereto acknowledge that nothing in this agreement shall be construed to permit discrimination based on race, color, national origin, handicap, religion, age, sex, or any other characteristic protected by law Title VI of the Civil Rights Act of 1964, as amended, or any other federal laws. Further, Section 504 of the Rehabilitation Act of 1973, and the American Disabilities Act require that no otherwise qualified individual with a handicap shall solely by reason of the handicap, be excluded from participation in, or denied the benefits of, or be subjected to discrimination in a facility certified under the Medicaid and or Medicare programs.

VII **Insurance:**

Provider shall, during the life of the Agreement, purchase and maintain insurance coverage with the minimum limits as follows:

I. **Workers Compensation** - as required by the Minnesota State Statute.

II. **General Liability Insurance:**

- General Aggregate Limit - \$4 Million
- Personal Injury Limit - \$2 Million
- Each Occurrence Limit - \$2 Million


III. **Professional Liability Insurance** - with limits of \$2 Million each Occurrence / \$4 Million aggregate.

Provider will provide the **LEA** with proof of insurance.

VIII **Indemnification:**

The **LEA** and its agents, employees, or invitees agree to save, indemnify and hold **Strategic Staffing Solutions** harmless from any injury or damage that may result to any person or property by or from any act or omission to act by the **Licensed ECSE Consultant** or the **Licensed ECSE Consultant's** agents, employees, or invitees from any cause or causes whatsoever arising from or concerned with **Licensed ECSE Consultant's** performance under this **Agreement**.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

 4/3/2023

Provider
Josh Duncan
Managing Director
Strategic Staffing Solutions

LEA
Woodbury Leadership Academy

Strategic Staffing Solutions

Service Agreement

THIS AGREEMENT made and entered in this **April 3rd, 2023** by and between **Strategic Staffing Solutions**, PO Box 276, Mount Pleasant, SC 29466, hereinafter referred to as the **Provider** and **Woodbury Leadership Academy, 8089 Globe Drive, Woodbury, MN 55125** hereinafter referred to as **LEA**. Contracted services will be provided by **Provider** employee **Jessica Kast**.

Witnessed:

I **The LEA, hereby agrees to:**

- A provide access to appropriate records for the purpose of determining individual student needs.
- B pay the **Provider** at the rate of \$73.00 per hour for contracted services between **July 1st, 2023 to June 30th, 2024**. Terms are DUE ON RECEIPT.
- C to hold all provisions of this **Agreement** in confidence and to refrain from disclosing any of such provisions to any third party unless already publicly known or unless such disclosure is required by law.
- D Notwithstanding any other provision in this contract, the **LEA** remains responsible for ensuring that any service provided pursuant to this **Agreement** complies with all pertinent provisions of federal, state, and local laws, rules and regulations.

II **The Licensed ASD Consultant hereby agrees to:**

- A provide appropriate support to students identified as needing services
- B consult with the Director of Special Education, as appropriate, to ensure programs are carried out correctly
- C submit an authorized monthly accounting of the activities of the Licensed ASD Consultant to the Director of Special Education detailing the dates covered by the billing and the number of hours of services provided.

III The LEA and Strategic Staffing Solutions hereby mutually agree:

- A that amendments to or dissolution of the Agreement may be made during the term of the Agreement by written approval of each and both parties hereto. It is further agreed that upon dissolution, the **LEA's** financial consideration shall be on the actual costs incurred during the term of this Agreement at the time of termination.
- B that any modifications to this agreement must be written and signed by both parties. If collection activities are necessary, the **LEA** agrees to pay all the expenses thereof, including reasonable attorney's fees. The **LEA** consents to the jurisdiction of the courts of the State of South Carolina and agrees that its laws shall govern our relationship.

IV Term of Agreement:

This agreement is entered into the aforementioned date and shall remain in force and is mutually binding upon the parties hereto from the period of **July 1st, 2023 to June 30th, 2024** unless sooner amended or terminated by either party in writing with a thirty-day advanced notice.

V Non-Competition:

The **LEA** acknowledges that the staff provided by **Strategic Staffing Solutions** are under the engagement of **Strategic Staffing Solutions** and as such cannot be hired directly or contracted directly for a period of twelve (12) months after the termination of this agreement.

VI Nondiscrimination:

The parties hereto acknowledge that nothing in this agreement shall be construed to permit discrimination based on race, color, national origin, handicap, religion, age, sex, or any other characteristic protected by law Title VI of the Civil Rights Act of 1964, as amended, or any other federal laws. Further, Section 504 of the Rehabilitation Act of 1973, and the American Disabilities Act require that no otherwise qualified individual with a handicap shall solely by reason of the handicap, be excluded from participation in, or denied the benefits of, or be subjected to discrimination in a facility certified under the Medicaid and or Medicare programs.

VII **Insurance:**

Provider shall, during the life of the Agreement, purchase and maintain insurance coverage with the minimum limits as follows:

I. **Workers Compensation** - as required by the Minnesota State Statute.

II. **General Liability Insurance:**

- General Aggregate Limit - \$4 Million
- Personal Injury Limit - \$2 Million
- Each Occurrence Limit - \$2 Million


III. **Professional Liability Insurance** - with limits of \$2 Million each Occurrence / \$4 Million aggregate.

Provider will provide the **LEA** with proof of insurance.

VIII **Indemnification:**

The **LEA** and its agents, employees, or invitees agree to save, indemnify and hold **Strategic Staffing Solutions** harmless from any injury or damage that may result to any person or property by or from any act or omission to act by the **Licensed ASD Consultant** or the **Licensed ASD Consultant's** agents, employees, or invitees from any cause or causes whatsoever arising from or concerned with **Licensed ASD Consultant's** performance under this **Agreement**.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

 4/3/2023

Provider
Josh Duncan
Managing Director
Strategic Staffing Solutions

LEA
Woodbury Leadership Academy

Strategic Staffing Solutions

Service Agreement

THIS AGREEMENT made and entered in this **April 3rd, 2023** by and between **Strategic Staffing Solutions**, PO Box 276, Mount Pleasant, SC 29466, hereinafter referred to as the **Provider** and **Woodbury Leadership Academy, 8089 Globe Drive, Woodbury, MN 55125** hereinafter referred to as **LEA**.

Witnessed:

I **The LEA, hereby agrees to:**

- A provide access to appropriate records for the purpose of determining individual student needs.
- B pay the **Provider** at the rate of \$73.00 per hour for contracted services between **July 1st, 2023 to June 30th, 2024**. Terms are DUE ON RECEIPT.
- C to hold all provisions of this **Agreement** in confidence and to refrain from disclosing any of such provisions to any third party unless already publicly known or unless such disclosure is required by law.
- D Notwithstanding any other provision in this contract, the **LEA** remains responsible for ensuring that any service provided pursuant to this **Agreement** complies with all pertinent provisions of federal, state, and local laws, rules and regulations.

II **The Licensed DCD Consultant hereby agrees to:**

- A provide appropriate support to students identified as needing services
- B consult with the Director of Special Education, as appropriate, to ensure programs are carried out correctly
- C submit an authorized monthly accounting of the activities of the Licensed DCD Consultant to the Director of Special Education detailing the dates covered by the billing and the number of hours of services provided.

III The LEA and Strategic Staffing Solutions hereby mutually agree:

- A that amendments to or dissolution of the Agreement may be made during the term of the Agreement by written approval of each and both parties hereto. It is further agreed that upon dissolution, the **LEA's** financial consideration shall be on the actual costs incurred during the term of this Agreement at the time of termination.
- B that any modifications to this agreement must be written and signed by both parties. If collection activities are necessary, the **LEA** agrees to pay all the expenses thereof, including reasonable attorney's fees. The **LEA** consents to the jurisdiction of the courts of the State of South Carolina and agrees that its laws shall govern our relationship.

IV Term of Agreement:

This agreement is entered into the aforementioned date and shall remain in force and is mutually binding upon the parties hereto from the period of **July 1st, 2023 to June 30th, 2024** unless sooner amended or terminated by either party in writing with a thirty-day advanced notice.

V Non-Competition:

The **LEA** acknowledges that the staff provided by **Strategic Staffing Solutions** are under the engagement of **Strategic Staffing Solutions** and as such cannot be hired directly or contracted directly for a period of twelve (12) months after the termination of this agreement.

VI Nondiscrimination:

The parties hereto acknowledge that nothing in this agreement shall be construed to permit discrimination based on race, color, national origin, handicap, religion, age, sex, or any other characteristic protected by law Title VI of the Civil Rights Act of 1964, as amended, or any other federal laws. Further, Section 504 of the Rehabilitation Act of 1973, and the American Disabilities Act require that no otherwise qualified individual with a handicap shall solely by reason of the handicap, be excluded from participation in, or denied the benefits of, or be subjected to discrimination in a facility certified under the Medicaid and or Medicare programs.

VII **Insurance:**

Provider shall, during the life of the Agreement, purchase and maintain insurance coverage with the minimum limits as follows:

I. **Workers Compensation** - as required by the Minnesota State Statute.

II. **General Liability Insurance:**

- General Aggregate Limit - \$4 Million
- Personal Injury Limit - \$2 Million
- Each Occurrence Limit - \$2 Million

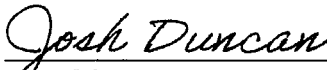
III. **Professional Liability Insurance** - with limits of \$2 Million each Occurrence / \$4 Million aggregate.

Provider will provide the **LEA** with proof of insurance.

VIII **Indemnification:**

The **LEA** and its agents, employees, or invitees agree to save, indemnify and hold **Strategic Staffing Solutions** harmless from any injury or damage that may result to any person or property by or from any act or omission to act by the **Licensed DCD Consultant** or the **Licensed DCD Consultant's** agents, employees, or invitees from any cause or causes whatsoever arising from or concerned with **Licensed DCD Consultant's** performance under this **Agreement**.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

 4/3/2023

Provider
Josh Duncan
Managing Director
Strategic Staffing Solutions

LEA
Woodbury Leadership Academy

Strategic Staffing Solutions

Service Agreement

THIS AGREEMENT made and entered in this **April 3rd, 2023** by and between **Strategic Staffing Solutions**, PO Box 276, Mount Pleasant, SC 29466, hereinafter referred to as the **Provider** and **Woodbury Leadership Academy, 8089 Globe Drive, Woodbury, MN 55125** hereinafter referred to as **LEA**.

Witnessed:

I **The LEA, hereby agrees to:**

- A provide access to appropriate records for the purpose of determining individual student needs.
- B pay the **Provider** at the rate of \$73.00 per hour for contracted services between **July 1st, 2023 to June 30th, 2024**. Terms are DUE ON RECEIPT.
- C to hold all provisions of this **Agreement** in confidence and to refrain from disclosing any of such provisions to any third party unless already publicly known or unless such disclosure is required by law.
- D Notwithstanding any other provision in this contract, the **LEA** remains responsible for ensuring that any service provided pursuant to this **Agreement** complies with all pertinent provisions. of federal, state, and local laws, rules and regulations.

II **The Licensed EBD Consultant hereby agrees to:**

- A provide appropriate support to students identified as needing services
- B consult with the Director of Special Education, as appropriate, to ensure programs are carried out correctly
- C submit an authorized monthly accounting of the activities of the Licensed EBD Consultant to the Director of Special Education detailing the dates covered by the billing and the number of hours of services provided.

III The LEA and Strategic Staffing Solutions hereby mutually agree:

- A that amendments to or dissolution of the Agreement may be made during the term of the Agreement by written approval of each and both parties hereto. It is further agreed that upon dissolution, the **LEA's** financial consideration shall be on the actual costs incurred during the term of this Agreement at the time of termination.
- B that any modifications to this agreement must be written and signed by both parties. If collection activities are necessary, the **LEA** agrees to pay all the expenses thereof, including reasonable attorney's fees. The **LEA** consents to the jurisdiction of the courts of the State of South Carolina and agrees that its laws shall govern our relationship.

IV Term of Agreement:

This agreement is entered into the aforementioned date and shall remain in force and is mutually binding upon the parties hereto from the period of **July 1st, 2023 to June 30th, 2024** unless sooner amended or terminated by either party in writing with a thirty-day advanced notice.

V Non-Competition:

The **LEA** acknowledges that the staff provided by **Strategic Staffing Solutions** are under the engagement of **Strategic Staffing Solutions** and as such cannot be hired directly or contracted directly for a period of twelve (12) months after the termination of this agreement.

VI Nondiscrimination:

The parties hereto acknowledge that nothing in this agreement shall be construed to permit discrimination based on race, color, national origin, handicap, religion, age, sex, or any other characteristic protected by law Title VI of the Civil Rights Act of 1964, as amended, or any other federal laws. Further, Section 504 of the Rehabilitation Act of 1973, and the American Disabilities Act require that no otherwise qualified individual with a handicap shall solely by reason of the handicap, be excluded from participation in, or denied the benefits of, or be subjected to discrimination in a facility certified under the Medicaid and or Medicare programs.

VII **Insurance:**

Provider shall, during the life of the Agreement, purchase and maintain insurance coverage with the minimum limits as follows:

I. **Workers Compensation** - as required by the Minnesota State Statute.

II. **General Liability Insurance:**

- General Aggregate Limit - \$4 Million
- Personal Injury Limit - \$2 Million
- Each Occurrence Limit - \$2 Million


III. **Professional Liability Insurance** - with limits of \$2 Million each Occurrence / \$4 Million aggregate.

Provider will provide the **LEA** with proof of insurance.

VIII **Indemnification:**

The **LEA** and its agents, employees, or invitees agree to save, indemnify and hold **Strategic Staffing Solutions** harmless from any injury or damage that may result to any person or property by or from any act or omission to act by the **Licensed EBD Consultant** or the **Licensed EBD Consultant's** agents, employees, or invitees from any cause or causes whatsoever arising from or concerned with **Licensed EBD Consultant's** performance under this **Agreement**.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate originals, one of which is retained by each of the parties, the day and year first above written.

 4/3/2023

Provider
Josh Duncan
Managing Director
Strategic Staffing Solutions

LEA
Woodbury Leadership Academy

Purchase of Service Agreement

This purchase of service agreement is between Sheila Merzer, M.A., L.P. (Provider) at 5115 Excelsior Blvd #127 St Louis Park, MN 55416 and Woodbury Leadership Academy (Purchaser).

1. Woodbury Leadership Academy needs consultation related to Autism Spectrum Disorders during the 2023-2024 Woodbury Leadership Academy School year, beginning September 1, 2023 through July 30, 2024.
2. The Provider agrees to provide ASD consultative services to Woodbury Leadership Academy on an hourly basis as needed. Billable services shall include time spent providing evaluations and behavior consultation for students with behavior and communication disorders, including Autism Spectrum Disorders. This includes evaluations, report writing, consultations to staff, attending pre-referral, referral and evaluation summary/ eligibility meetings as mutually agreed upon, intervention planning and other ASD specialist services as needed.
3. Woodbury Leadership Academy will pay the following fees for ASD Consultative services. For services provided by Dawn Bove, M.A., L.P. and Lisa Bechtold, ED.S charges are \$125 per hour. For services provided by Sheila Merzer, the fee is \$160 per hour. Charges include a ½ hour driving fee when consultations require driving for more than an hour.
4. This contracted service agreement does not include any compensation for workman's compensation nor unemployment benefits.
5. Woodbury Leadership Academy agrees to provide appropriate space and assessment materials needed to provide these services.
6. The Provider will submit weekly invoices for services provided. Woodbury Leadership Academy will pay the Provider for all services provided within 30 business days.
7. This Agreement has been entered into by the parties in the State of Minnesota and shall be construed and enforced in accordance with the laws of the State of Minnesota. If a court of competent jurisdiction determines that any part of this Agreement is void or voidable, violates any law, or is other unenforceable, the remaining provisions of this Agreement will remain in full force and effect.
8. This Agreement cannot be amended or changed except in writing executed by both parties.
9. Either party may terminate this agreement at any time, with or without cause, upon 14 days notice to the other party.

By signing below, each party specifically acknowledges that it has read this Agreement, that it understands this Agreement and that it agrees to be legally bound by all terms of this Agreement.

Purchaser: Woodbury Leadership Academy

Woodbury Leadership Academy (date)

By:

Provider: Sheila Merzer, Licensed Psychologist

Sheila Merzer, M.A., L.P. 4/10/23
Sheila Merzer (date)

Designs for Learning Services, 2023-2024

CONTRACT FOR COMPREHENSIVE SPECIAL EDUCATION SERVICES

This contract (hereinafter referred to as "Agreement") is entered into on _____, 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 124E.10 – 124E.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, 2023 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. Comprehensive Special Education Services		
a. Special Education Director (400 hours at \$150 per hour)	\$	60,000
b. Special Education & Related Services		
i. School Psychology (est. 200 hours at \$105 per hour)	\$	21,000
ii. Additional Direct & Related Services as requested		hourly
TOTAL	\$	81,000

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 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, 2024, 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: _____

By: _____

Its: _____

Its: _____

Contact information for Woodbury Leadership Academy:

Contact(s) names: _____

Email address(es) _____

Phone number(s) _____

Business Office Contact information:

Name(s) _____

Email address(es) _____

Phone number(s) _____

Please send my Invoices: Electronically US Mail Both

Attachment No. 1

Comprehensive Special Education Service

a. Special Education Director (400 hours at \$150 per hour)	\$	60,000
b. Special Education & Related Services		
i. School Psychology (est. 200 hours at \$105 per hour)	\$	21,000
ii. Additional Direct & Related Services as requested		hourly

The school board in every district shall employ, either singly or cooperatively, a director of special education to be responsible for program development, coordination, and evaluation; in-service training; and general special education supervision and administration in the district's total special education system. Cooperative employment of a director may be through a host district, joint powers Agreement, or a service cooperative. A director may not be assigned direct instructional duties.

Minn. R. 3525.2405

Special Education Administration

1) Special education supervision and administration in the district's total special education system

A Minnesota Licensed Director of Special Education, in conjunction with the school's designated director/superintendent, will sign and assure compliance of the MDE's TSES Application for Special Education Funds and Statement of Assurances.

General oversight activities include the following:

- Provide special education and administrative consultation for the organization in problem solving special education and related issues, and over-all management of the special education programs.
- Provide consultation for required state and federal reporting (child count, Special Education Data Reporting Application (SEDRA), alternative assessments, tuition billing, TSES Application, Statement of Assurances, and SERVS).
- Advise the District in correct use of state and federal special education funds.
- Provide consultation regarding mandated policies as they relate to students with disabilities who receive specialized services.

2) Program development, coordination, and evaluation

General oversight activities include the following.

- Advise School Director regarding programming and services for students with disabilities
- Review with school staff program practices, procedures, and services related to due process, TSES requirements, updates of state and federal laws, rules, and regulations
- Review/Provide assistance with instructional practices, materials, technology, and equipment
- Assist with due process forms and /website system
- Participate in IEP, evaluation summary, child study, manifestation determination and other due process meetings, upon request
- Review child find, pre-referral intervention, and in-take procedures
- Conduct regularly scheduled site visits
- Provide support for special education fiscal reviews

3) In-service training

- Provide due process training
- Provide advice in the use of SpEd Forms and other online IEP management programs
- Provide basic fiscal special education information and procedural recommendations
- General education and special education teacher and paraprofessional training

The Client shall:

1. **Abide by all legal mandates as defined in the Individuals with Disabilities Education Improvement Act, and MN. R. 3525**
2. Provide an atmosphere that is conducive to learning and shall meet the needs of the students' special needs.
3. Make all applications and Grant Requests to MDE to secure funds through SERVS and be at least "Substantially Approved" to allow State and Federal funding to be used accordingly. Payments for services to Designs for Learning based upon the hourly, monthly or yearly rates, as negotiated, will be due once the School has reached the "Substantially Approved" status or October 31 for services starting July 1. After this time, all payments will need to be made within 30 days so that student services are not disrupted or lost.
4. The School Director or other lead staff person will be accessible for communication
5. Be responsive to requests for information pertinent to the special education program and services
6. Building administration will assume the responsibility for searching, interviewing and hiring special education and related services providers required to meet the needs outlined in any student's IEP in a timely manner.
7. A building administrator will attend IEP and Evaluation Summary meetings involving ongoing levels of program and provision of resources including obligating staff, space and fiscal expenditures.

Additional Hours (separate from the base fee) for:

- In-depth consultation of necessary special education systems and procedures for new staff and current staff, for such processes as: child find, student study, child count, Special Education Data Reporting Application (SEDRA), alternative assessments, tuition billing, TSES Application, Statement of Assurances, and SERVs.
- Assist in communication with the MDE regarding special education fiscal monitoring visits, compliance and assistance due process monitoring visits, Corrective Action Plans (CAPs), responding to directives, and development of a Minnesota Continuous Improvement and Monitoring Process.
- Assist with parent and family meetings to resolve disagreements
- Assist with formal complaints and dispute resolution process
- Provide capacity building to the District in correct use of state and federal special education funds
- Assist with issue resolution in the area of staffing and contracted services
- Provide teaching strategies training and Paraprofessional Trainings

Additional Service Fees:

Additional Special Ed Director or Special Ed Coordinator hours over the pre-agreed base fee will be billed monthly at an hourly rate until the end of the contract year. If this occurs, the assigned SpEd Director may limit the amount of hours given to the minimum required. Or, another set of block hours can be purchased at the below rates.

Director of SpEd	20 Hours	\$3,000
SpEd Coordinator	20 Hours	\$2,400
Director of SpEd	30 Hours	\$4,500
SpEd Coordinator	30 Hours	\$3,600
Director of SpEd	40 Hours	\$6,000
SpEd Coordinator	40 Hours	\$4,800
Director of SpEd	50 Hours	\$7,500
SpEd Coordinator	50 Hours	\$6,000

Indirect and Related Services based on availability (separate from the base fee):

Fee: \$105 per hour based on professional staff utilized

- Available Service Fields are: School Psychology, Due Process Consultant, Temporary Special Education Teacher, Autism Spectrum Disorder, Developmental Cognitive Disabilities, Developmentally Delayed, Emotional/Behavioral Disorder, Specific Learning Disability, Transition and Work Based Learning Services, Teacher of the Physically Impaired, DAPE, Blind & Visually Impaired, Occupational Therapy, Speech Language Therapy, and School Social Work.
 - To meet the needs of students with disabilities, as defined under the Individuals with Disabilities Education Act, and to provide Direct and Related Services, assessment planning, evaluation and the provision of consultation services, as deemed necessary by the child find process and documented in students' individual education plans (IEPs).
 - The services provided are necessary for the students to make progress on IEP goals and the general education curriculum. The District shall provide an atmosphere that is conducive to learning and shall meet the needs of the students' special physical, sensory and emotional needs, and MDE Monitoring & Compliance Standards. The Contractor will submit billing on a monthly basis or upon the completion of each assessment/consultation services.

Special Ed Coordinator duties/responsibilities include (\$120 per hour):

- To provide continuous support to the overall educational environment by utilizing positive behavior interventions and communicate and with staff regarding the research-based academic intervention and support plans for students, to develop positive relationships with all staff, maintain effective communication with the partnership director, special education director, special education teachers, report on a regular basis to the special education director, and develop an effective system for reciprocal communication about students with disabilities between special education and general education staff

The Contractors are duly qualified to perform these services and hold appropriate licensure by the Board of Teaching, the Commissioner of MDE, or the Department of Human Services for the necessary service which they provide. Furthermore, a copy of the licensure or appropriate board certification for each person who will be providing services will be submitted to the District.

The parties agree to the following:

1. The Contractor shall provide a licensed Director of Special Education and/or Special Education Coordinator and additional Service Provider as agreed upon to meet the objectives stated above.
2. The Contractor shall provide services as defined in the Individuals with Disabilities Education Improvement Act, and MN. R. 3525.2405
3. The Director of Special Education will provide oversight to assure that instruction, curriculum, related services, supplemental aids, shall be essentially equivalent to the general education program.
4. The Contractor will submit billings for the base fee, due on or before July 1 and will submit any additional billing on a monthly basis. Billings will reflect service hours and the name of the professional providing the service for related services.
5. The Director of Special Education shall be responsible for the oversight of the contracted services contained within the Agreement.
6. The District shall provide all documentation and data required so that the contractor can meet all State and Federal deadlines and requirements in a timely manner.
7. The District agrees to abide by all legal mandates as defined in the Individuals with Disabilities Education Improvement Act, and MN. R. 3525.

Third Party Billing Hourly (separate from the base fee):

Fee: \$95 per hour for up to 100 hours

Minnesota law requires all public schools to seek payment from third parties, including both public and private health plans, for health related services provided to children who receive special education services through an Individualized Education Program (IEP).

Designs for Learning will assist in training school staff on Third Party Billing laws and systems. Once the systems are set up, DL staff may train school staff on the processes of submitting acceptable invoices for reimbursement through the Third-Party Billing System through the Department of Human Services.

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.
- Services requested but not included in this contract may be provided based on staff availability and at a mutually agreeable hourly rate.
- 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.
- Online offerings (ZOOM, Google Meets, etc) may be billable if our service providers were ready to serve regardless of whether staff or students of the school attended the session.
- 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.



Proposal for Services Woodbury Leadership Academy

Vended Meal Contract effective SY 23/24



Taste the CKC Good Food difference!

651.453.1136 | CKCGoodFood.com



Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower-Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions on previous page before completing certification.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. There the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name: CKC Good Food

Project: National School Lunch Program

Name of Company's Authorized Representative: Nancy Close

Title of Company's Authorized Representative: CEO

Signature: Nancy Close Date: 4/7/2023

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name: CKC Good Food

Project: National School Lunch Program

Name of Company's Authorized Representative: Nancy Close

Title of Company's Authorized Representative: CEO

Signature: Nancy Close Date: 4/7/2023

Vended Meal Contract Agreement Page

This bidder certified that he/she shall operate in accordance with all applicable State and Federal laws and regulations. This solicitation/contract, attachments, and the IFB of the successful bidder, with addenda, if any, constitute the entire agreement between the SFA and the Vendor. The parties shall not execute any additional contractual documents pertaining to this IFB, except as permitted by applicable law.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four additional one-year periods for nonpublic schools and two additional one-year periods for public schools.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their duly authorized representative on this day and year.

SFA Section

Signature of SFA Representative: Nancy A Baumann

Signature of Witness for SFA: Admarie

Date of Signature: 03/27/2023

Name of SFA (district, school, etc.): Woodbury Leadership Academy

CLICS Sponsor ID Number: in process of obtaining

Name and Title of SFA Representative: Nancy A Baumann, Office Coordinator

Vendor Section

Email and Phone of SFA Representative: _____

Signature of Vendor Representative: Nancy Close

Signature of Witness for Vendor: Jr Leahy 4/10/2023

Date of Signature: 4/10/2023

Name of Vendor: CKC Good Food

Name and Title of Vendor Representative: Nancy Close CEO

Email and Phone of Vendor Representative: nancy@ckcgoodfood.com 651 338.7786

Vendor Address: 2919 West Service Road Eagan, MN 55121

Attachment 5: Bid Sheet-Vended School Meals Contract Form

Name of School Food Authority: Woodbury Leadership Academy

Name of Vendor: CKC Good Food

This document contains a bid solicitation for the furnishing of vended meals for school nutrition programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and school food authority. The bidder shall not plead misunderstanding or deception because of such estimates of quantities or of the character, location or other conditions pertaining to the bid solicitation/contract.

The price per meal must be quoted as if no USDA donated foods will be received.

This bid is offered by CKC Good Food (Vended Meal Company) based upon:

Meal Type	Number of Meals (SFA to complete)	Rate	Total
Breakfasts <i>milk separate based on choice</i>	300	\$ 2.25	\$ 6.75 ⁰⁰
Lunches <i>milk separate based on choice</i>	700	\$ 4.28	\$ 2,996 ⁰⁰
After School Snacks			
Special Milk			
Minnesota Kindergarten Milk	50	\$.39	\$ 19.50

All totals must be carried out to the second decimal place and must not be rounded. No additional fees, costs or expenses may be charged to the SFA above the fixed price cost.

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable program laws and regulations. This contract shall be in effect for one year and may be renewed by mutual agreement according to the terms specified in the contract.

Nancy Close
Signature of Vended Meal Company Representative

4/10/2023
Date

Milk .39
Allergen \$4.95
Deli Salad \$4.53

Attachment 5: Bid Sheet-Vended School Meals Contract Form

Name of School Food Authority: Woodbury Leadership Academy

Name of Vendor: CKC Good Food

This document contains a bid solicitation for the furnishing of vended meals for school nutrition programs and sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance, this document shall constitute the contract between the bidder and school food authority. The bidder shall not plead misunderstanding or deception because of such estimates of quantities or of the character, location or other conditions pertaining to the bid solicitation/contract.

The price per meal must be quoted as if no USDA donated foods will be received.

This bid is offered by CKC Good Food (Vended Meal Company) based upon:

Meal Type	Number of Meals (SFA to complete)	Rate	Total
Breakfasts <i>with milk every meal</i>	300	\$2.64	\$792 ⁰⁰
Lunches <i>with milk every meal</i>	700	\$4.67	\$3,269 ⁰⁰
After School Snacks			
Special Milk			
Minnesota Kindergarten Milk	50	.39	\$19.50

All totals must be carried out to the second decimal place and must not be rounded. No additional fees, costs or expenses may be charged to the SFA above the fixed price cost.

By submission of this bid, the bidder certifies that, in the event the bidder receives an award under this solicitation, the bidder shall operate in accordance with all applicable program laws and regulations. This contract shall be in effect for one year and may be renewed by mutual agreement according to the terms specified in the contract.

Nancy Close
Signature of Vended Meal Company Representative

4/10/2023
Date

*milk .39
Allergen w/milk \$5.34
Deli Salad w/milk \$4.92*



INTRODUCTION

Founded in 1990, CKC Good Food began by providing meals to an Eagan childcare with 150 little scholars. Today, we serve a daily average of 30,000 combined breakfast, lunch, snacks, and at-risk meals to charter schools, private schools, CACFP Child/Adult programs, Youthprise and other nonprofit organizations throughout Minnesota. We have grown from 2 team members in 1990 to nearly 175 employees today.

In our 30+ years, we have learned what schools need in a food service partner to help make their food service program its very best. We offer:

- The best quality and variety of food that appeal to students' tastes.
- Operational support to ensure everything runs smoothly every day.
- USDA and HACCP training for food prep and service staff.
- Expertise to help prepare for and sail through USDA Administrative Reviews.
- Promotional support to build and maintain students' interest in meal programs.
- The utmost in financial integrity and transparency.

Our entire team – from our CEO and General Manager to our Client Service Managers, procurement team and service staff – is devoted to helping your school implement a vibrant food service program. We are here to help simplify your workload and make sure your daily service, reporting, training, and USDA audit runs smoothly. With well over 150 years of collective experience, our team can help address any food service challenges.

In recent years, many of the challenges facing food service programs stemmed from the pandemic, changing federal guidelines during the time of emergency and supply chain shortages. CKC's strong relationships with multiple food service distributors, depth of food service experience and ingenuity ensured our client schools were able to meet students' nutritional needs with wholesome, delicious food throughout the turbulent years. Our schools relied on us to deliver for their students and learned, without a doubt, they can depend on us.

OUR NEW COMMISSARY

In 2022, CKC Good Food began operations in our new company-owned central commissary, which more than tripled our space and improved the flow of our daily operations. The expanded space, combined with new equipment that improved the quality of our food and reduced cooking times, has given us more capacity to partner with additional schools. Please see the Appendix for articles about our new commissary.

© CKC Good Food

*This bid response is copyrighted material. If you receive a request for our proposal from another vendor, the only portion of these materials you may provide is the bid sheet.



QUALIFICATIONS

Through this bidding process, your school is tasked with choosing the partner best qualified to perform all the responsibilities for a successful food service program. In our proposal package, we will demonstrate that CKC Good Food is that partner.

ONGOING SUPPORT FOR DISTRICT MANAGEMENT AND STAFF

(The Company will provide leadership staff and structure that will offer sufficient help and focus to ensure SFA program is one of consistent top quality and positive regard to students, staff, and the public.)

CKC Good Food believes the continuous support we provide to every client school is as important as the meals we provide. Your management and staff will be equipped for success through:

1. **Onsite visits from a Client Service Manager.** At least twice monthly, your Client Service Manager (CSM) visits your school to observe your food service operations for service flow, proper procedures, and HACCP compliance; answer questions; address any challenges; and communicate any updates or procedural changes required by the USDA. Your CSM shares any pertinent information about these school visits with our leadership team. If you have any change requests, your CSM makes sure the requests are successfully fulfilled.

Your CSM develops strong relationships with your food service supervisor and staff and is always available as your first call for help. You will also be provided with back-up contact information if you're unable to reach your CSM in an emergency.

2. **Expertise from top management:** Our CEO and Founder Nancy Close is fully committed to you and your needs. She and our entire management team provide input on your questions, concerns, and menu changes, either directly or through your CSM. At the beginning of each new partnership, our upper management team meets with school administrators to answer any questions and gain a thorough understanding of your food service goals. This helps kick off our partnership on a positive note.
3. **Annual training:** General Manager Laurie Yohn has sought-after professional accreditations: School Nutrition Specialist (SNS), Registered Dietetic Technician (DTR), Certified Food Protection Manager (CFPM), ServSafe Instructor and Registered Proctor. She provides ongoing training, periodic training classes and resources to keep all our Food Service and Kitchen Managers current on service and HACCP procedures. We hold training classes for our new schools and their food service staff to help provide a smooth transition to CKC and ensure success for our schools' food service programs.



4. **Processes & Procedures Manual:** Based on years of experience and questions from clients and staff, CKC created a thorough procedure/policy manual that is provided to our partner schools and CKC staff. It is an extremely valuable resource for our schools to ensure a smooth and successful program for years. Annual updates are available for downloading from our website.
5. **USDA Administrative Review support:** CKC Good Food has participated in more than 100 USDA Administrative Reviews. When your school is due for its audit, General Manager Laurie Yohn works with you to prepare all the necessary documentation and meet every deadline. She also conducts a mock audit onsite a couple weeks prior to your actual audit date. This practice helps ensure your employees (or the CKC employees onsite) feel confident when the auditor arrives.

Your CSM also contributes to your audit success. With each visit, your CSM completes a report, which is filed electronically, noting any changes or questions that need to be addressed. Our Leadership Team and CEO provide solutions in response to those needed changes and questions. (Please see Appendix for an example of a CSM visit report.)

6. **Ongoing updates.** In addition to the regular visits from your CSM, we provide as-needed updates and communications about MDE and USDA programs, deadlines, and changes to the nutritional guidelines.

Please see the Appendix for sample training agenda and CSM visit report.

EMERGENCY PLAN

Whether snow days or a pandemic, schools need a clear process for canceling meals to minimize wasted food and unnecessary costs due to an emergency school closing. Our proven inclement weather/closing process has eliminated most of the challenges associated with an emergency closing. Please see the Appendix for our Emergency Cancellation process.

DELIVERY PROCESS / SCHEDULE

CKC is fortunate to have had very few emergency delays in our history of delivering to schools. We keep our vehicles in good repair. Our drivers are well trained and cross trained on multiple delivery routes. Should your driver have an emergency enroute to a delivery, Driver Supervisor Dave Dower is notified. He contacts your CSM or the Director of Operations, who in turn contacts you. Meanwhile, Dave gets your food delivered through whatever means necessary.

CKC works with you to determine the best time for delivering your food to ensure your staff has ample time to prepare for meal service.

© CKC Good Food

*This bid response is copyrighted material. If you receive a request for our proposal from another vendor, the only portion of these materials you may provide is the bid sheet.



ORDERING

The pandemic changed many of our vendor processes. CKC must place preliminary food orders with our food distributor 45 days in advance of delivery and confirm orders 10 days prior to delivery. Once food is delivered to our commissary, a thawing process for each meal starts. This is mandatory to ensure the number of planned meal servings is accurate. Due to our mandatory procurement and prep process our schools are asked to submit orders online seven days prior to the meal date.

Your orders can be changed online up to a full three days prior to the meal service day. Within 72 hours of service, your CSM can manually change your order if your food has not been thawed or prepped. * Due to our proven process, the number of menus and meals we prepare daily to meet our school's needs, CKC Good Food, is not able to accept phone orders for meal ordering.

Our user-friendly website has a simple ordering process. It allows you to order the number of daily meals you need in each category you offer. Your Client Service Manager will provide hands-on training on our website and help anytime you may need it.

MENUS

Our goal is to create menus that appeal to your students to ensure they eat and have the fuel they need to focus during classes. Many schools learned that the free meals offered during covid were not taken because meals were so unappealing to their students. It didn't matter that the meals were free, students would not take them. Many of CKC Good Food's schools experienced record-breaking participation. We did not change our commitment to providing the best food we could. We continued working closely with our schools and manufacturers, ensuring we maintained a good variety of breakfast and lunch foods and excellent quality even though there were many manufacturer challenges.

We have learned during our 30+ years of experience how to tailor menus to kids' liking. We consider how a meal's colors "play" together, the size and texture of foods - crunchy, mushy, runny or toughness - from kids' perspectives, and the spiciness, sweetness and tartness that may turn kids off. Our chefs consider many factors when creating meals for our menu cycles, first and foremost, the appeal to children and the specific student age groups. Cultural relevance is a close second. Whole grain rich pastas and breads, lower fat cheeses, low-sodium sauces and chips, and USDA commodity foods are staples in our menus.

After our menu weeks have been confirmed for nutritional compliance using one of the USDA approved K-12 nutritional software programs called Nutri Kids.

This is the same software program MDE uses for USDA audits. Jeanne Hopkins, R.D., our Registered Dietitian, certifies our menus for compliance with all USDA nutritional guidelines.

© CKC Good Food

*This bid response is copyrighted material. If you receive a request for our proposal from another vendor, the only portion of these materials you may provide is the bid sheet.



In a normal school year, CKC Good Food offers over 100 total weeks of USDA-compliant menus with a variety of fresh fruits and vegetables, and tasty main entrees that kids eat. These menus are filled with ethnically relevant and age-appropriate meals on a 6-week rotation. Each school day, we plan and prepare about 70 different lunch menus according to USDA/MDE nutritional guidelines.

In addition to the main hot lunch entrée every day, you can offer your students vegetarian, allergen-free (free of dairy, gluten, soy, eggs, fish/shellfish, tree nuts and peanuts), and freshly made deli sandwich and salad options. Your menu can provide up to 4 daily options and if you have a salad bar, we have salad bar menus. We have 6 weeks of salad bar recipes that go along with our 6-week menu rotations. Some schools prefer to offer one or two meal options when they first contract with CKC and expand their offerings after they are familiar with our simple ordering process and serving their meals.

Please see the Appendix for sample menus to include, Cold breakfast or a combination of hot and cold breakfast providing you have the appropriate ability to heat a prepared delivered hot breakfast from CKC Good Food. Sample lunch menu with salad bar providing you have a salad bar and the option for a pizza day. Your sample menu features pizza on Friday. We also have pizza on Wednesday offerings. Also included is our allergen menu and a sample field trip menu.

COMMEMORATIVE OCCASIONS

Many of our schools feature special cultural menus to coincide with commemorative occasions during the school year. We have created recipes to mark Chinese New Year, Hmong New Year, Black History Month, Lunar Celebration, Native American Heritage Month, etc. Upon request, we can feature two-to-three special meals during that month while remaining in compliance with USDA nutritional guidelines for the day and week.

During Lent, most CKC schools order our vegetarian meal option for Ash Wednesday and Fridays. It is easy to order from our website but if you have difficulty, your CSM can assist you.

MENU CHANGES

We refresh our menus each year, adding new main entrees to keep returning students engaged and to tap into new food trends. The new entrees are tested by students and school staff members who participate in our taste testing sessions each spring. Our team of talented chefs create new recipes regularly, using ingredients we know comply with NSLP nutritional guidelines based on our experience with those ingredients.

We know students are aware of, and some have experienced, the latest food trends. Incorporating these trends into our menus, along with students' favorite meals, helps keep our participation rates high and food service budgets healthy.

© CKC Good Food

*This bid response is copyrighted material. If you receive a request for our proposal from another vendor, the only portion of these materials you may provide is the bid sheet.



We regularly monitor your participation and ask why participation may be lower when a particular meal is offered. If it's determined a meal is not popular, we replace it. This is a 40-day process because our menus must be planned and published in advance of the upcoming month. Monitoring and adapting our menus as needed has kept our participation rates high and our schools extremely satisfied.

SUBSTITUTIONS

CKC works closely with our distributor and preferred manufacturers. They regularly alert us to possible shortages that may affect our menus. We have ingredients stocked for back-up meals if a substitution is necessary. We alert all our schools affected by such substitutions.

If a school wants to substitute a meal, such as a special day or an early-release day, we need a few weeks' notice to verify compliance with USDA meal pattern requirements and reimbursement eligibility.

Schools across the country have faced significant challenges due to food shortages since the pandemic. CKC and our clients have been mostly insulated from these shortages because of our large warehouse and cold storage capacity.

We have purchased large quantities of a variety of foods required for our planned menus and changed our menus, if needed, which has limited last-minute menu substitutions.

TASTE TESTINGS

CKC's central commissary features an event/tasting area where we host school groups for taste tests of foods we are considering for our menus and age-appropriate lessons on school meals, nutrition, and culinary careers. The groups tour our production area, learning about how our equipment ensures the best quality food and see first-hand how we prepare thousands of meals a day.

Following the tour, we return to the tasting area to talk about menus and students' favorite and least-favorite meals. We then sample three to four recipes that may be added to our menus. The students are truly receptive, active, and honest, which is the best feedback we can get when creating our menus. These tasting events, as well as hands-on collaboration with our schools, help inform the new lunch entrees we introduce each year.

We encourage you to bring a group of up to 24 students, family members, teachers, and board members to CKC for a tour and taste test.

© CKC Good Food

*This bid response is copyrighted material. If you receive a request for our proposal from another vendor, the only portion of these materials you may provide is the bid sheet.



PROCUREMENT

CKC serves over 120 school sites that operate under the National School Lunch Program for preK-12 grade. We also serve several private schools that do not operate under federal nutrition programs and adult care programs that require meals 7 days a week. With a daily meal volume surpassing Minneapolis Public Schools, our procurement and warehouse teams are among the best. We have a strong partnership with our mainline distributor, Upper Lakes Foods, as well as several specialty distributors to fill any gaps. We have established relationships with manufacturers and have been ordering direct ship from manufacturing plants which allows CKC the opportunity to offer a greater variety of foods. Our new commissary has a 31,000-square-foot warehouse with dedicated cold storage space, which allows us to inventory large quantities of regularly used ingredients and USDA Foods to minimize the impact of supply chain disruptions to our clients.

MARKETING AND MERCHANDISING SUPPORT

The most effective way to increase participation in your food service program is to provide the very best food every day. We do this by developing the most appealing menu options for your students, refreshing our menus at least annually and preparing high quality meals daily.

In addition, we will work with you to create a marketing and merchandising plan to support increased participation. The following may be employed to help bolster your participation:

- **Expanded Offerings.** Depending on what you're currently offering, your school may expand its participation and revenues by adding or expanding your offerings. Adding multiple entrée options, deli sandwiches and salads, and salad bars can increase students' interest in school lunch. Being set up to offer your students Smart Snacks, and a second entrée can meet the needs of students who want more food after having their USDA-free main entrée. We will work with you to introduce USDA- approved options.
- **Equipment Grants.** Providing daily grab-and-go foods in an organized, attractive way can remove barriers to students choosing those foods. MDE, USDA, manufacturers and the School Nutrition Foundation all provide grants to schools to help streamline food service operations. We proactively communicate when grant application periods open. Many of our schools have won grants to purchase milk coolers, cook-and-hold ovens, and grab-and-go, glass-door refrigerators.
- **Focus Groups.** Focus groups with students, staff and parents are a fantastic way to gather ideas for improving your food service program.

© CKC Good Food

*This bid response is copyrighted material. If you receive a request for our proposal from another vendor, the only portion of these materials you may provide is the bid sheet.



Based on the input received, some schools have implemented a quarterly focus to pilot new ideas. We are happy to work with you prior to the school year to discuss focus groups and create a plan for introducing special initiatives.

- **Service-Area Signage:** CKC Good Food provides our schools with beautiful signage, featuring photos of our actual menu items, to bring color to service and dining areas and raise students' mealtime awareness. We also provide a dry-erase sign, an easel, and a washable marker for announcing your daily menu to students, as required by MDE.
- **Cafeteria Connection, a newsletter for your parents and staff:** Providing parents and staff with simple and accurate information about the USDA National School Lunch Program is very important. We know you will have questions asked every year about food service. CKC developed Cafeteria Connection, a newsletter series your school can use to educate staff and parents about your food service program. The growing library of issues includes topics such as school breakfast, farm-to-school, smart snacks, school lunch nutritional guidelines, the importance of completing the school meal application and more.

The issues are available to download anytime from the resources in our client portal. Please see the Appendix for some of our Cafeteria Connection newsletters.

- **Monthly Newsletter:** Each month, we send our clients an e-newsletter with important updates from CKC as well as MDE and the USDA. We also share upcoming events, grant opportunities, helpful resources and more. We have included two examples of these newsletters in the Appendix.

ALLERGENS AND SPECIAL DIET SUPPORT

We have been extremely fortunate to have served millions of meals in the past 30 years without one severe allergic reaction. CKC does not use any peanuts or nuts in our scratched-cooked entrees. Our distributor, Upper Lakes Foods, is very aware we need a peanut-free menu and environment.

We have included our Allergen-Free Menu that omits the most-common allergens: gluten, dairy, egg, soy, peanuts/tree nuts and shellfish. This menu meets reimbursement qualifications for special dietary exceptions if the USDA/MDE contract requirements are followed (a correctly executed physician's note and physician's meal recommendations needs to be provided).

If a student has a physician-documented allergy that our allergen menu does not accommodate, CKC Good Food is required by USDA/MDE to work with you to create a menu item or items that will satisfy the doctor's nutritional recommendations. We will determine the cost of meal/s based on your requests and invoice accordingly. Under the USDA/MDE contract laws, students cannot be charged more for a documented food disability. If this rare situation arises at your school, we will work with you to determine what works best for the student and the school.

© CKC Good Food

*This bid response is copyrighted material. If you receive a request for our proposal from another vendor, the only portion of these materials you may provide is the bid sheet.



Despite our diligence and ongoing reminders to our reps at Upper Lakes Foods that our meals need to be nut-free, manufacturers can change their product formulations and nutrition labels without notice. This practice puts students who have severe food allergies at great risk.

We encourage our schools to follow the USDA guidelines for allergen statements and to notify us of a change. In recent years, we have noticed disclaimers, primarily on snack foods and some grab-and-go breakfast items, stating foods may be processed in a plant that has nuts. We still have not had an incident.

INGREDIENT INFORMATION

Upon request, we provide allergen information for our main meat and grain ingredients. It will include a disclaimer, however, because manufacturers can change nutrition labels without notifying us. For this reason, we cannot guarantee a student will be safe from an allergy incident. Our allergen-free menu is the safest option for students at high risk. We purchase our allergen menu ingredients differently and store and prepare them separately.

Another risk factor is when a case of like food is accidentally picked at the distributor's warehouse and packed in a mixed pallet of food delivered to CKC. It's unlikely a prep person will notice the discrepancy and verify allergens are not present.

CARBOHYDRATE INFORMATION

Upon request, your CSM can provide carbohydrate information for meals on our USDA-compliant menus.

COMMODITIES

CKC Good Food is very experienced in commodity management and using commodities for an abundance of student-favorite lunches and breakfasts throughout the school year. CKC Good Food has helped our schools understand the value of commodity foods.

In addition, MDE's school contracts now explain commodities and the payments school can expect from their food service management company or food vendor.

CKC has paid our clients millions of dollars their commodities allocations since we were founded. As your contracted food service partner, we pay you cash for the commodities your school earns when they are delivered and used in your planned menus. This being your first year of providing a USDA National School lunch Program, MDE requires you have a base year of claiming before they can give you an estimated commodity entitlement. * Make sure to email MDE and let them know you do plan to participate in the commodity program when it becomes available to you. *

Approximately July of 2024, MDE will reconcile the number of lunch meals you claimed for the 2023-2024 school year for reimbursement and give you an earned entitlement amount that will be able to be spent early fall.

© CKC Good Food

*This bid response is copyrighted material. If you receive a request for our proposal from another vendor, the only portion of these materials you may provide is the bid sheet.



They will also include an estimated earned amount based on your first-year reimbursements for the 2024-2025 year. With your permission, your vendor will spend your entitlement on foods available in the fall to order.

Providing those foods are then ordered and delivered by MDE and Manufacturers, you will receive your first- and second-year payments in June 2025. Please note that your budget sheet does include the estimated earned entitlement for 2023-2024, even though you will not see the cash 2024-2025 school year. This is very important to know and plan for your first year. Working with your budget administrator is key when it comes to commodities.

Currently, commodities entitlements are earned at \$.42 for each reimbursable lunch meal claimed.

We plan our commodity orders approximately 6 weeks prior to the opening of commodity ordering each spring. We carefully track all our schools' commodities and dollars and ensure all your commodities are received and used during the year.

Our tracking system also helps us avoid potential challenges when commodities aren't delivered as planned. Many shipments have been canceled or delayed due to supply chain issues. MDE has the authority to cancel trucks based on limited demand as well as roll over commodity dollars if the USDA cancels orders.

If we don't receive a delivery when expected, menus can be impacted as we strategically plan menus to maximize use of commodity foods. If we notice a delivery has been missed or is delayed, we immediately contact MDE and notify you as well.

MDE contracted with a trucking company to deliver commodities to primary distributors who work to provide K-12 school food. The fee per case between the distributor and the trucking company is approximately \$5.00 per case. This is on top of the case cost which is paid to the school for their commodity value. Each fixed cost meal price includes these hidden costs that schools don't often recognize.

DAILY RECORD KEEPING

CKC's staff onsite at your school are required to complete daily food production reports based on your school's chosen menu.

Your Client Service Manager checks these reports for accuracy and compliance with USDA/MDE requirements. Both the menu and the food production reports are available on our website and are accessible via your secure login. At the end of each month, our lead kitchen staff provide the food production reports for the month to the school for safe storage. MDE requires them to be kept for 3 years. We ask you to sign a receipt for these reports and give the receipt to your Client Service Manager.

© CKC Good Food

*This bid response is copyrighted material. If you receive a request for our proposal from another vendor, the only portion of these materials you may provide is the bid sheet.



REFERENCES

The best reference for any company is current and past clients. CKC currently serves 150 total client locations, many of which have been with us for 10 years or more.

We are the largest catering company for charter schools in Minnesota because we help our schools establish and operate very successful food service programs. Consistently, our clients have high daily participation rates and positive year-end food service budgets.

We are grateful 99% of our clients choose to extend their NSLP contracts to the maximum allowed 4 years. When the mandatory bid year for existing clients comes, we are always invited to bid and are repeatedly awarded their new contracts.

We have included an extensive list of client references. We know how busy our school leadership partners are. We want to make sure you can touch base with as many of our schools so you can ask questions pertinent to your goals and feel confident CKC Good Food will meet your needs in the best way. We have listed schools that have been with us a year, they are great references because they can clearly identify the differences between CKC Good Food and their last company or companies. Our long-term clients are extremely important, as they have been courted for years by other companies. We do not take our long-term relationships for granted every school is important daily no matter how many years we have served them.

Please see the Appendix for CKC Good Food's references.

BUDGET AND FINANCIAL INTEGRITY

Integrity and Reliability of Projected Operating Budget/Forecast

MDE has noted in its request for proposal template that the estimated lunch meal equivalent for 2023-2024 is estimated to be \$4.95 per lunch. This includes both meal reimbursement plus the USDA commodity entitlement. In July of 2023, USDA will post any increases to that amount. Breakfast reimbursements are not estimated, so for conservative estimation, we are using the current \$2.67 breakfast reimbursement for budget purposes. Typically, there is an approximate \$.10 cent increase for lunch and \$.05 cents for breakfast.

We have prepared a sample food service budget based on your estimated participation provided in attachment 3: your site data information. The budget sheet will use the current estimated breakfast and lunch reimbursements, and CKC's proposed fixed price contract costs to include what you have denoted you need in your site data. We are conservative when we prepare these simple budget sheets. How much milk your students will select is unknown. Based on most of our schools, we use 80% milk participation rate for lunch and a 65% participation rate for breakfast based on your estimated ADP. Students typically will choose chocolate skim milk if a school allows it to be one of the choices.

© CKC Good Food

*This bid response is copyrighted material. If you receive a request for our proposal from another vendor, the only portion of these materials you may provide is the bid sheet.



If your two choices are both white milks, your milk participation may be a bit lower. It provides a very realistic picture of your food service program's finances when you work with CKC Good Food.

Please see the Appendix for our estimated budget sheet completed based on information you provided in your RFP.

BID PRICE

This Invitation to Bid is for a fixed-cost meal bid, which must include all costs associated with what you have identified you need from the company on attachment 3: site data in your invitation to bid. In addition to the items schools identify on the site data sheet, other fixed costs partners are sometimes not aware of are, USDA commodity ordering, fees associated with every commodity case of food ordered on behalf of the school (approximately \$5.00 per case), commodity storage fees and commodity menu implantation and preparation. Daily labor for preparation of breakfast and lunch meals. Delivery of breakfast and lunch meals which include labor, vehicle, fuel, vehicle maintenance, insurance. RD Dietician, Marketing Professional, and regular leadership support for success. There are many costs involved to provide our schools students with a great food service program.

On the bid page in your invitation to bid, there is no place to bid milk separately. MDE requires bidders to bid on meals with milk included. You have indicated on your site data sheet, you will be practicing Offer Verses Serve (OVS). When the healthy Hunger Free Kids Act was enacted in 2013, milk was no longer required to be chosen as part of the meal for the meal to be reimbursable. The new requirement is that three full items must be selected by the student for a meal to be reimbursable and one of the items must be $\frac{1}{2}$ cup of fruit or $\frac{1}{2}$ cup of vegetable. The other two items could be any other two items offered that day. Schools operating OVS request milk be bid on separately in our bid proposal. CKC will provide two bid proposal sheets, one with milk per meal and one with milk bid separately. On the bid with milk separated from the meal, you will pay for the milk you order for consumption, not for every meal regardless of if the students choose it or not. Please see milk costs also included separately at the end of this bid proposal. Your weekly invoice is based on the number of lunches you ordered online. The meals billed always match what you ordered online, and the per-meal cost is always the same as the fixed meal contract price.

A proposed bid price is just one piece of the financial puzzle schools need to consider when choosing a food service partner.

We have heard repeatedly from schools that previously chose the lowest bidder only to experience poor food and service, and declining participation. They thought they would save significant money but ultimately realized less than 3% savings because fewer students chose to eat at school.

© CKC Good Food

*This bid response is copyrighted material. If you receive a request for our proposal from another vendor, the only portion of these materials you may provide is the bid sheet.



They experienced budget losses and were plagued with daily challenges.

Frequently, companies will underbid food service contracts and recuperate costs by repeated menu offerings, less scratched cooked meals which are much easier to prep, thereby saving money on labor costs.

While the vendor saves money to compensate for underbidding, the schools lose money due to decreased participation and revenues, fewer commodity entitlements earned and labor costs that don't decrease based on participation.

CKC does not bid this way. We provide concierge-level service and the highest quality food within the constraints of schools' fixed meal costs. We want every partnership to be a win-win.

A thorough bid proposal with a strong list of references helps schools determine which company will deliver the most successful food service program – one that earns maximum reimbursements and commodity entitlements.

INCLUDED IN YOUR BID PROPOSAL BASED ON ATTACHMENT 3 YOUR SITE DATA:

CKC creates our schools' menus with options allowing greater opportunity for students to choose a great lunch. Schools inform CKC how they want their menus created with the options we offer. USDA requires that the regulations for menu planning must be adhered to for reimbursement. You will see on your sample menu provided as a part of this bid proposal that we have included a menu with 4 daily options. Those options cannot be moved around, as they are nutritionally balanced to meet regulations. However, as an example, should you decide to start with two offerings daily, there will very likely be a few small changes in the two offerings. This is because nutritionally the USDA regulated nutritional values change when you take out menu offerings. Our hot lunch, cold lunch and vegetarian offerings are all the same fixed meal cost. Our complete deli meal salads are \$.25 cents additional to your fixed meal cost due to the container for the complete deli salad meal. Our allergen meals are \$4.95. The meal components are purchased separately, prepared by cooks separately and placed in aluminum containers for heating separately.

Our enclosed bid includes:

- a. Salad Bar hot lunch offering providing you have a salad bar or the means to offer a veggie/fruit bar. (Contract fixed meal cost)
- b. Salad Bar cold lunch offering providing you have a salad bar or the means to offer a veggie/fruit bar. (Contract fixed meal cost)
- c. Salad Bar vegetarian lunch offering providing you have a salad bar or the means to offer a veggie/fruit bar. (Contract fixed meal cost)
- d. Deli Salad lunch (additional \$.25 added to contract fixed meal cost)
- e. Field Trip lunch (contract fixed meal cost)

© CKC Good Food

*This bid response is copyrighted material. If you receive a request for our proposal from another vendor, the only portion of these materials you may provide is the bid sheet.



- f. Delivery of lunch in transport containers (Transport containers will be picked up the following day when meals are delivered hot and ready to consume). Friday's transport bags will be picked up on Monday. Transport bags must be free of food, but do not require cleaning. CKC is required to wash, rinse, and sanitize at our licensed facility.
- g. Delivery of breakfast day before meal service. CKC prepares our schools reimbursable grab and go breakfast bags for our clients. This helps eliminate the school's staff responsibilities early in the morning each day and allows saving for the schools' food service labor.
- h. Disposable green tray
- i. Disposable utensil for lunch and breakfast when applicable
- j. Napkin for breakfast and lunch
- k. Serving utensils (Delivered with your daily meal. Serving utensils are recorded and tracked. We request our partner schools make sure the serving utensils are placed in the transport bag at the end of each service day. This will eliminate potential replacement costs.

Milk

USDA requires that for both breakfast and lunch, schools must offer two choices of milk. The three choices allowed in USDA regulated menu planning for k-12 are skim white, skim chocolate and 1% white.

Skim White, Skim Chocolate and 1% White Milk: \$.39 per 8 oz carton

CKC also offers lactose-free and dairy free milk substitutes for \$1.40 per carton.

Allergen Menu \$4.95 (each meal is prepared and packaged individually)

CKC has an allergen menu that is:

- Gluten Free
- Dairy Free
- Egg Free
- Soy Free
- Peanut Free
- Fish Free

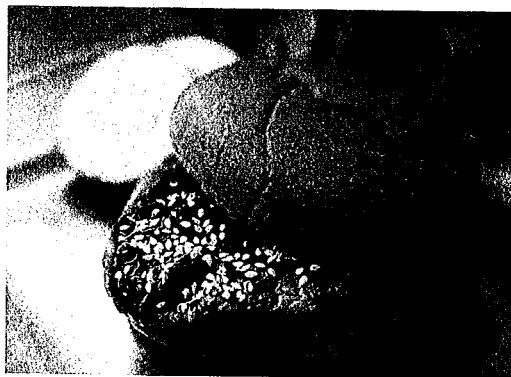
Nancy and Administration at Woodbury Leadership Academy, we thank you for the opportunity to provide you with our Vended Meal Bid Proposal.

© CKC Good Food

*This bid response is copyrighted material. If you receive a request for our proposal from another vendor, the only portion of these materials you may provide is the bid sheet.



Proposal for Services Appendix



Taste the CKC Good Food difference!

651.453.1136 | CKCGoodFood.com



Taste the CKC Good Food Difference

CKC Good Food is committed to providing real value to your food service program with delicious, nutritious meals kids love, and training and operational support to make your food service program its best. Regardless if you contract for Vended Meal Services, Food Service Management or Private School Service, CKC Good Food provides:

30,000

Breakfasts, lunches, snacks, and after-school meals served daily

Variety and Flexibility

A variety of flavorful, quality meals is critical for building and maintaining participation in your meal programs, even when free meals are provided. Our menus – refreshed annually – feature enticing, age-appropriate entrées, inventive side dishes, and creative accompaniments, all presented to appeal to kids' eyes and taste buds. Because we serve about 30,000 breakfasts, lunches, snacks, and after-school meals daily, we have strong purchasing power, which allows us to provide the variety to hold your students' interest. Regular taste tests with students ensure we remain in tune with the trends and flavors that appeal to kids.

Lunch menu options

Standard 6-week menu rotation:
Hot entrée, deli sandwich, with or without salad bar

6-week Latino-influenced menu rotation*

Vegetarian menu

6-week Hmong-influenced menu rotation*

Freshly made deli salads

6-week Somali-influenced menu rotation*

Allergen-free menu (free of gluten, nuts, soy, dairy, seafood and eggs)

*Feature more ethnic meals than standard menu. Not exclusively ethnic meals.

To keep your participation high, your school can alternate among our standard menu rotations. In addition to a robust lunch program, CKC Good Food has helped many schools establish easy-to-implement, successful breakfast programs to give students get a nutritious start to their day while generating significant income for the school.



Call us today to taste the CKC Good Food difference.

651.453.1136 | CKCGoodFood.com

© 2023 CKC Good Food



Budget Integrity

By maintaining peak participation levels in your breakfast, lunch, snack and after-school nutrition programs, and providing value-added services that save you time and associated expenses, CKC Good Food ensures your food service budget is healthy and growing. You can easily track your progress against your budget each month using our budget integrity calculator.

Our bid price includes:

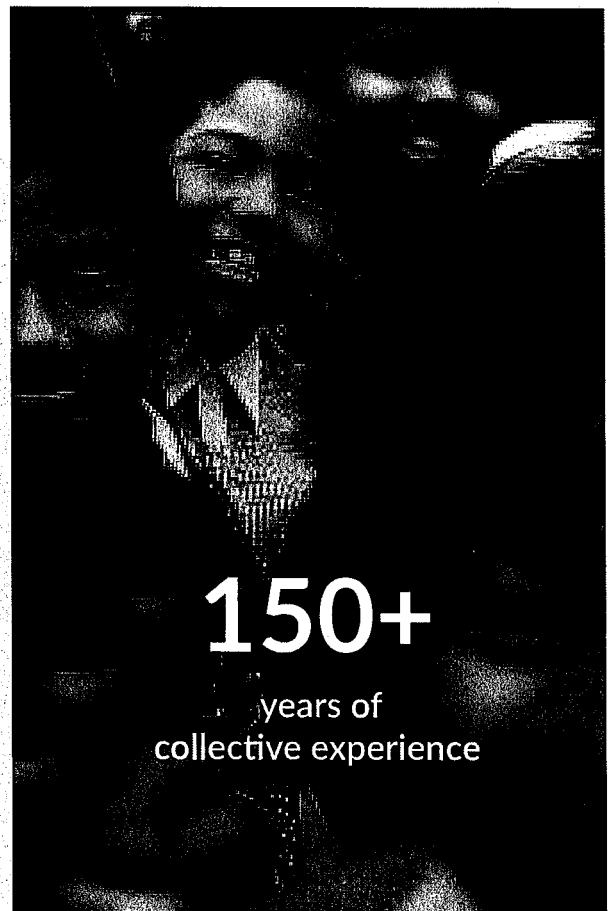
- Delicious food daily
- HACCP and server training
- USDA audit support
- Ongoing communications
- Regular visits by our Client Service Managers for training, compliance requirements and identifying areas for improvement.



Concierge-Level Service

Our entire team – from our CEO and General Manager to our Delivery Drivers – is devoted to helping your school implement a winning food service program. From your daily service and reporting requirements, to annual server and HACCP training and USDA audit, we're here to help everything run smoothly. With well over 150 years of collective experience, we can help address whatever challenges may arise.

We also leverage technology to simplify order placement and processing, recordkeeping and invoicing; and connect you with curriculum and resources to support your wellness and promotional efforts, grant information, and the latest news. Your Client Service Manager will give you hands-on training of our easy-to-use client portal and website resources.



Call us today to taste the CKC Good Food difference.

651.453.1136 | CKCGoodFood.com

© 2023 CKC Good Food



2022-2023 Year-at-a-Glance



3,199,716

Approx. # of Lunches Prepared Annually



18,603

Approx. # of Lunches Prepared Per Day



1,318,896

Approx. # of Breakfasts Provided Annually



7,668

Approx. # of Breakfasts Provided Per Day



Returned to Schools in Commodities Allocations in 2021-22

\$765,000

2022-23 Projected Commodities Allocations

\$945,000

149 Total Sites Served

Total Schools Served 81

NSLP/SSO 70

Private 11

64 Total Child Cares Served

CACFP 35

Private 29

4 Total Adult Care Sites Served

97

Total supported USDA audits since SY 2018/19

Annual numbers based on 172 school days/year; some programs may run longer



Call us today to taste the CKC Good Food difference.

651.453.1136 | CKCGoodFood.com

© 2023 CKC Good Food



Nancy Close, Founder & CEO

Nancy Close's heart and soul is the food world, with roots that run deep from a family restaurant to a corporate hospitality company and ultimately her own companies. She has combined delicious food and powerful experiences for customers that have won her numerous awards for her food and service along her 30 plus year career path.

In 1990, CKC Good Food® was established out of her desire to create recipes loved by all. Her passion for "good food" meant the company devoted itself to creating food that was both delicious and nutritious for kids. CKC is now one of the premier school catering companies in the nation. NutriStudents K-12/Menu Freedom was launched in 2014 to extend the intellectual property of CKC nationally.



NANCY CLOSE

OFFICE: 651-453-1136
MOBILE: 651-338-7786
EMAIL: nancy@ckcgoodfood.com

Professional Experience

CKC Good Food - CEO

1990-present

100% owner and CEO of a school catering company with over 170 employees. Serving nearly 149 client sites daily and 3.2 million lunches and 1.3 million breakfasts annually.

Madone, Inc / Caravan Serai - Principal Owner

1986-1990

Owner of Caravan Serai, the first Afghani restaurant in the United States, which was started by her parents. The restaurant featured traditional server attire, decor, music and entertainment.

Red Robin Gourmet Burgers and Brews - Marketing Director | California

1980-1982

Develop, create, implement marketing events throughout California to promote Red Robin restaurants.

ACHIEVEMENTS - SKILLS

Creator of first web-based, national school food service program following the USDA guidelines

Developer of award-winning recipes

Adept manager of USDA commodities on behalf of clients

Clients' trusted expert on adhering to the National School Lunch Program

AWARDS

- 2020 ACG Minnesota Bold Award Nominee
- Minnesota Women in Venture Member
- 2014 Women in Business Honoree
- 2013 Honorable mention - Homegrown Hero Award
- Department of Defense - Employer Support of the Guard and Reserve



Call us today to taste the CKC Good Food difference.

651.453.1136 | CKCGoodFood.com

© 2023 CKC Good Food





Meeting: Governance Committee Minutes

Date: Thursday, May 18th, 2023

Time: 4:30 PM

Location: Zoom - ID 432 394 8884 Password: WLAROCKS

AGENDA

Meeting Call to Order and Roll Call

Meeting Call to Order at 4:31pm

Roll Call

Members Present: Kathy Mortensen, Shelbi Pool, Natalie Sjoberg, Jessica Erickson and Erin Neumann

Non-Members in Attendance: Richard Washington

Development, Discussion, and Recommendations

- Review committee charge - decided to table until June/election
- Policy 538 edits - ready for second reading
- Discussion of committee chair/members
 - Rich joining?
 - New board members funneled to the governance committee?
- Creation of Grading Policy
 - Adding clear expectations for teachers and families into handbooks
- 410 Family and Medical Leave
 - Nancy reviewed
 - Ready for second reading
- Discussion of annual policies for review and editing policy 208 for policies vs. procedures

Future Discussions

- Annual policies review: 410, 413 (Nov 2022), 414, 415, 506 (June 2022), 514 (June 2022), 522, 524, 616, 806 (Oct 2022)
- Continue review of 200s series: 210.1, 211, 214
- Edit 208 for review of policies/procedures 414, 415 and 616
- Handbook final reviews
- Logo discussion for uniforms/spirit wear

Housekeeping

Next Regularly Scheduled WLA Board of Directors Governance Committee Meeting

Date: June 8th, 2023

Time: 4:30 p.m.

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

Adjournment at 5:10pm

Woodbury Leadership Academy

Adopted: June 10th, 2014

Reviewed: May 18th, 2023

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by Woodbury Leadership Academy, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. "Covered active duty" means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

B. "Covered service member" means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time during the period of five years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

C. "Eligible employee" means an employee who has been employed by Woodbury Leadership Academy for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. While the 12 months of employment

need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee's fulfillment of his or her National Guard or Reserve military service obligation or a written agreement, exists concerning Woodbury Leadership Academy's intention to rehire the employee after the break-in service.

D. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered service member's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered service member's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered service member's only next of kin.

E. "Outpatient status" means, with respect to a covered service member, the status of a member of the Armed Forces assigned to:

1. a military medical treatment facility as an outpatient; or
2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.

F. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:

1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
2. to attend military events and related activities of a covered military member;
3. to address issues related to childcare and school activities of a covered military member's child;
4. to address financial and legal arrangements for a covered military member;
5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
6. to spend up to five days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
7. to attend post-deployment activities related to a covered military member; and

8. to address other events related to a covered military member that both the employee and school agree is a qualifying exigency.

G. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:

1. inpatient care in a hospital, hospice, or residential medical care facility; or
2. continuing treatment by a health care provider.

H. "Veteran" has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave

1. Eligible employees are entitled to a total of 12 workweeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to cover active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.

4. A “serious health condition” typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally are not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A “serious injury or illness,” in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade, rank, or rating; and
 - b. a “serious injury or illness,” in the case of a veteran who was a member of the Armed Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces (or that existed before the beginning of the member’s active duty and was aggravated by service in the line of duty in the Armed Forces) and that manifested itself before or after the member became a veteran and is:
 - i. A continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember’s office, grade, rank, or rating; or
 - ii. A physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - iii. A physical or mental condition that substantially impairs the covered veteran’s ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - iv. An injury, including psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by Woodbury Leadership Academy are limited to an aggregate of 12 weeks of leave during any 12-month period for the

birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by Woodbury Leadership Academy does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

7. Depending on the type of leave, intermittent or reduced schedule leave may be granted at the discretion of Woodbury Leadership Academy or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, Woodbury Leadership Academy may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If Woodbury Leadership Academy has reason to doubt the validity of a health care provider's certification, it may require a second opinion at Woodbury Leadership Academy's expense. If the opinions of the first and second health care providers differ, Woodbury Leadership Academy may require certification from a third health care provider at Woodbury Leadership Academy's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to Woodbury Leadership Academy. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to Woodbury Leadership Academy of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of Woodbury Leadership Academy, subject to and in coordination with the

health care provider.

11. Woodbury Leadership Academy may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, Woodbury Leadership Academy may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, Woodbury Leadership Academy will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may be required, in some situations, to reimburse Woodbury Leadership Academy for the cost of the health plan premiums paid by it.
13. Woodbury Leadership Academy may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The director shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review. Woodbury Leadership Academy shall comply with written notice requirements as set forth in federal regulations.
14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a six-week unpaid parental leave for birth or adoption of a child. The employee may qualify if he or she has worked for Woodbury Leadership Academy for at least 12 consecutive months and has worked an average number of hours per week equal to one-half of the full-time

equivalent. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 workweeks of leave during a 12-month period to care for the service member. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a service member includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 workweeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by Woodbury Leadership Academy are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for the birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition, or to care for a covered servicemember with a serious injury or illness.
5. Woodbury Leadership Academy may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

1. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
2. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than 20 percent of the workdays in the leave period may be required to:
 - a. take leave for the entire period or periods of the planned medical treatment; or
 - b. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
3. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 - a. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, Woodbury Leadership Academy may require that the leave be continued until the end of the trimester.
 - b. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, Woodbury Leadership Academy may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the trimester.
 - c. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the trimester and the leave will last more than five working days, the school may require the employee to continue taking leave until the end of the trimester.
4. The entire period of leave taken under the special rules will be counted as leave. Woodbury Leadership Academy will continue to fulfill Woodbury Leadership Academy's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

VII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each school building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

WOODBURY LEADERSHIP ACADEMY

Adopted: August 12, 2014

Revised: May 18, 2023

538 ENROLLMENT ADMISSIONS POLICY

I. PURPOSE

Woodbury Leadership Academy (WLA) follows Federal and State Department of Education regulations, guidelines, and practices regarding enrollment of all students. It is the policy of Woodbury Leadership Academy to comply with Federal and State laws prohibiting discrimination. Woodbury Leadership Academy will not discriminate with regard to a person's age, color, creed, culture, disability, ethnic, origin, family care leave status, gender, marital status, political affiliation, status with regard to public assistance, race, religion, sexual preference/orientation, socioeconomic status, veteran's status or any other protected class.

II. DEFINITIONS

"Enrolled" means that the school has received and reviewed all applicable enrollment paperwork.

"Enrollment Committee" will include at least one (1) board member, one (1) office staff and the identified administrator.

III. GENERAL STATEMENT OF POLICY

A. All applications for the following school year will be available the first business day in December for pickup at the school or on the website at www.wlamn.org.

B. All applications for the early enrollment period must be received by the school by the last business day in January. All applications will be stamped according to date and time received.

C. If there are more applications received than available openings at any one grade level a lottery will take place on the first business day in February.

D. Conditions for Enrollment:

1. Students must be five (5) years old by September 1st of the year in which they start kindergarten.
2. Students must be six (6) years old by September 1st of the year to start first grade.
3. Students currently attending WLA do not need to reapply.
4. Families do not need to be Minnesota residents at the time of the application, but must establish a residence in MN at the time of enrollment or attendance.

E. When a vacancy occurs because of a student withdrawal, the school may fill the seat immediately.

1. Any vacancy due to student withdrawal will be offered to the first student on the waitlist.

2. If a student does not accept a position within five business days, the student will forfeit their position on the waitlist, and the current position shall be offered to the next student on the waitlist.

3. **Student Withdrawal: Once a student is enrolled in the school, the student is considered enrolled in the school until the student formally withdraws or is expelled under the Pupil Fair Dismissal Act in sections 121A.40 to 121A.56 or misses 15 consecutive school days.**

A student can formally withdraw by:

- a. Email notification to Woodbury Leadership Academy
- b. Completion of a “Student Withdrawal Form” which may be obtained in the business office
- c. Transcript request from another organization that contains a parent/guardian signature

4. If a deadline is reached or a withdrawal occurs, a new application must be submitted.

F. Woodbury Leadership Academy shall maintain three preference lists, one for those with sibling preference **and to a foster child of that pupil’s parents**, one for those with staff preference, and one for those with no preference. Sibling preference is based on a currently enrolled student

These waitlists shall be exhausted in priority order:

- a. All students on the sibling preference list **and to a foster child of that student's parents** are offered a seat prior to any student on the staff preference list.
- b. All students on the staff preference list are offered a seat prior to any student on the general waitlist.
- c. After preference is given to both siblings and staff, the general waitlist will be offered a seat.

G. Students on a current year waitlist will not carry over into a lottery for the upcoming school year. If they have not accepted a seat prior to the next lottery, a new application will need to be submitted.

IV. Conditions and Limits on Extended Absence

- A. The purpose of this section is to define actions taken by WLA in the case of students taking an extended absence.
- B. Parents/guardians must complete an “Extended Absence Request” form and submit to Executive Director in writing. The request should be at least thirty (30) days before the start of the extended absence.
- C. Students may not miss more than the equivalent of twenty (20) consecutive school days within the school year to be eligible for extended absence.
- D. WLA assumes no responsibility for providing student work or materials while on extended absence. A student on an extended absence is still subject to the WLA Promotion and Retention Policy.

“Extended Absence Request” Form

This form must be completed when requesting an extended absence per Woodbury Leadership Academy’s Enrollment Admissions Policy. All requests must be submitted to the Executive Director for review.

1. I acknowledge that I have read WLA’s Enrollment Admissions Policy and will be moving forward with this request.

Parent/Guardian Name

Date

Parent/Guardian Signature

Date

2. For whom are you requesting extended absence?

Student Name

Grade

Student Name

Grade

Student Name

Grade

3. Dates of Requested Absence: _____

4. Purpose of Extended Absence: _____

<input type="checkbox"/> Approved	<input type="checkbox"/> Not Approved	<u>For Office Use Only</u>
Director Signature _____		Date of Approval _____
Notes:		



Facilities Meeting 5/4/23--5:30pm-5:10pm

Present; Julie Ohs, Ryan Sheik, Nancy Baumann, Ben Broderick, Kathy Mortensen

Absent: Rich Washington

Minutes: Julie Ohs

- Playground PO given to Chris and they are moving forward. Matt is working on setting the foundation and took 3 soil samples.
- Grade of area can take one of two routes. #1 slope to the way it drains now, need added dirt to have grade on par. Cost would be roughly \$2,000. #2 is to put in storm drain to drain into the pond. Costs would probably be similar, but not sure. Chris seems to be leaning towards option #1.
- Need to get city approval to add storm drain.
- Funds will come from the current budget.
- Ryan and Ben met with the city about the poor field condition. It is not safe or playable. Need to meet with Joe and his team about how to rectify it.
- The city will not take over grooming until it is up to par.
- Needs to be fast tracked and fixed. We are going to fall behind.
- Joleen asked me to bring up a few things. Exit sign, lock on gym exit door is loose, Basketball hoops are leaking oil on the floor, flagpole in disrepair and need to locate a key, would like flag in gym by stage. Kathy to check on ownership. These are all maintenance items not facilities items per Kathy,
- In future may look at purchasing scissors lift.
- Ben to investigate extended warranties for the harder to reach or get to items.

S	M	T	W	TH	F	S
					1	2
J	3	4	5	6	7	8
U	10	11	12	13	14	15
L	17	18	19	20	21	22
Y	24	25	26	27	28	29
	31					
S					1	2
S	4	5	6	7	8	9
E	11	12	13	14	15	16
P	18	19	20	21	22	23
T	25	26	27	28	29	30
N		1	2	3	4	5
O	6	7	8	9	10	11
V	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30		
J						
A	1	2	3	4	5	6
N	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	29	30	31			
M						
A	5	6	7	8	9	10
R	12	13	14	15	16	17
C	19	20	21	22	23	24
H	26	27	28	29	30	31
M						
A	1	2	3	4	5	6
Y	8	9	10	11	12	13
	15	16	17	18	19	20
	22	23	24	25	26	27
	28	30	31			

WOODBURY LEADERSHIP ACADEMY
2022-2023 SCHOOL YEAR
SCHOOL CALENDAR
STUDENT CONTACT DAYS (165 Gr K-2, 167 Gr 3-6, 172 Gr 7-8)

- (Approved by BOD on February 23, 2022)
- Aug. 22-26, All Staff Workshop
 - Aug. 25 Back to School Open House 4-7 p.m.
 - Aug. 29-31, New Staff Workshop
 - Sept. 1 First Day of School and Orientation Activities for Gr 3-8
 - Sept. 1-2 Kindergarten, Gr 1, Gr 2 Individual Family Appointments for Conferences/Testing
 - Sept. 2 Early Dismissal 1:00 p.m.
 - Sept. 5 Labor Day Holiday
 - Sept. 6 First Day of School Kindergarten, Gr 1, Gr 2
 - Sept. 19-Oct. 6 NWEA MAP Fall Testing Grades 1-8
 - Oct. 7 Flexible Learning Day Gr 7-8, No School Gr K-6, Teacher Data Day
 - Oct. 18 Evening Conferences
 - Oct. 19 Flexible Learning Day Gr 7-8, No School Gr K-6, Conferences Morning, Teacher Worktime Afternoon
 - Oct. 20-21 EM-No School
 - Nov. 22 End of Trimester I (56 days)
 - Nov. 23 No School, Teacher Grading Day
 - Nov. 24-25 Thanksgiving Holiday
 - Dec. 8 Enrollment Showcase!
 - Dec. 19 through Jan. 2 Winter Break
 - Jan. 3 Return to school from Winter Break
 - Jan. 16 Martin Luther King Jr Holiday
 - Jan. 30 Flexible Learning Day Gr 7-8, No School Gr K-6, Teacher Workday
 - Jan. 31-Feb. 16, NWEA MAP Testing Grades 3-8
 - Feb. 16 Kindergarten Round Up
 - Feb. 17 No School, Teacher Data Day
 - Feb. 20 President's Day Holiday
 - Feb. 21 to Mar. 31, ACCESS Testing
 - Mar. 2 Evening Conferences
 - Mar. 3 Flexible Learning Day Gr 7-8, No School Gr K-6, Conferences Morning, Teacher Worktime Afternoon
 - Mar. 3 End of Trimester II (56 days)
 - Mar. 6-10 Spring Break
 - Mar. 13 No School, Teacher Grading Day
 - Apr. 7 No School, Teacher Data Day
 - Apr. 10-May 5, MN Comprehensive Assessments (MCAs)
 - May 8-19 NWEA MAP Testing Grades 1-2
 - May 12 Flexible Learning Day Gr 7-8, No School Gr K-6, Teacher End of Year Planning
 - May 25 All School Carnival
 - May 29 Memorial Day Holiday
 - June 7 End of Trimester III (60 days)
 - June 8 Teacher Data Day
 - June 9 Teacher Grading Day

SNOW DAYS

K-8 12/15/22

K-6 2/22/23

K-8 1/3/23

K-6 2/23/23

K-8 1/4/23

7-8 2/22 - 2/23
flex Learning days

K-8 1/11/23