

Meeting: Board of Directors Annual Meeting

Date: February 22, 2024

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 (Nicole Stevens)

- 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 January 25, 2024 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

6.2 Director Report (Dr. Mortensen)

6.3 Financial Director Report (BKDV)

6.4 Finance Committee Report (Jolene Skordahl)

6.4.1 Approve January Financials & February Finance Committee Minutes

Motion: _____ 2nd: _____ Vote: _____

6.5 Governance Committee Report (Rich Washington)

6.5.1 Accept February Governance Committee Minutes and enter policies 418 and 412 into second reading.

Motion: _____ 2nd: _____ Vote: _____



6.6 Facilities Committee Report (Ryan Sheak)

7. Board Discussion and Business (Presenter: Shelbi Pool, Board Chair)

- 7.1 School Calendar (2024-2025)
- 7.2 Navigate Nurse Services Contract (2024-2025)
- 7.3 Design for Learning Special Education Contract (2024-2025)
- 7.4 HGA Survey Contract (for playground area)
- 7.5 APEX Contract (for March and April 2025)

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, March 28, 2024

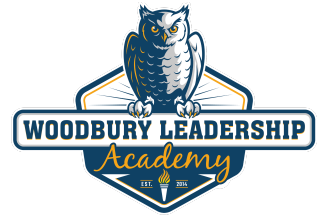
Time: 5:30pm

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
January 25, 2024**

Directors Present: Mike Balint, Julie Ohs, Shelbi Pool, Ryan Sheak, Jolene Skordahl, Nicole Stevens, Joe Valentine, Patrick Vollmuth

Directors Absent: N/A

Administration Present: Dr Kathleen Mortensen (Executive Director), Ben Broderick (Elementary Principal), Nick Rice (Middle School Principal)

Advisors Virtual: N/A

Others in Attendance: Variety of 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 5:30 PM.

1.2 Roll Call

Ms. Schrandt took roll.

2. WLA Mission and Vision

Ms. Skordahl read the WLA Mission and Vision Statements.

3. Approval of Agenda/Meeting Minutes

3.1 Approval of Meeting Agenda

Ms. Pool moved “to approve the January 25, 2024 meeting agenda.” Ms Ohs seconded. Motion passed unanimously.

3.2 Approval of December 13, 14, and 20th, 2023 Meeting Minutes

Ms. Pool moved “to approve the December 13, 14, and 20th, 2023 meeting minutes.” Mr. Balint 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.

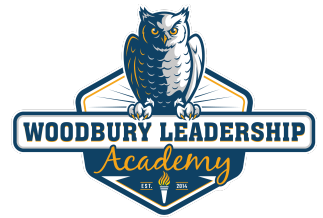
5. Public Comment

5.1 Delegation of Public Comment Items

A few parents made comments regarding how they are hopeful that 9th grade starts in the fall of 24-25 and are looking forward to the expansion of Woodbury Leadership Academy.

6. Board and Administration Reports

6.1 Board Report



- Ms. Pool announced that Jonas Beugen has officially accepted the position as Executive Director and will begin on July 1, 2024. Ms. Pool and Dr. Mortensen plan to meet with him prior to this date as well.

6.2 Director Report

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

- Open enrollment is coming to a close and we have about 200 new student applications for the 24-25 school year.
- The APEX Fundraiser was a huge success! WLA raised over \$26,000.
- Huge kudos to Jolene Skordahl for the initiative of the mural in the gym and also Ryan Sheak with assistance for this project.

6.3 Financial Director Report (BKDV)

- Ms. Skordahl reviewed the December 2023 Executive Summary in the Board packet, noting the actual ADM is 742. The school currently has 97 days' cash on hand which is well above the requirement. The year is 50% complete, revenues are at 51.8% and expenditures disbursed are at 45.9% of the reporting period.
- Ms. Skordahl reviewed the December Financial Dashboard, Financial Statements, Contracted Services Report, and Supplemental Reports, explaining significant items in each of the reports.

6.4 Finance Committee Report

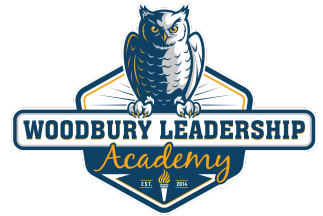
Ms Skordahl reported that the Finance Committee meeting was canceled. The Committee reviewed the financials on their own time and found all information to be accurate.

- **6.4.1. Approve December Financials and January Finance Committee Minutes**
Ms. Skordahl motioned “to approve December Financial Statements and January Finance Committee Minutes.” Mr. Sheak seconded the motion. Motion passed unanimously.

6.5 Governance Committee Report

Mr. Valentine reported that the Governance Committee met on January 11. During this meeting, there was discussion about the 500 series policies. Mr. Balint reported that he met with Advanced Sportswear in Newport about potential options for uniform options.

- **6.5.1. Accept January Governance Committee Minutes.**
Mr. Valentine motioned to, “accept January Governance Committee Minutes.” Ms. Skordahl seconded the motion. Motion passed unanimously.
- **6.5.2 Enter policies 526 and 538 into second reading.**
Ms. Pool motioned to, “enter policies 526 and 538 into second reading.” Ms Ohs seconded the motion. Motion passed unanimously.
- **6.5.3 Enter policies 418 and 412 into first reading.**
Ms. Pool motioned to, “enter policies 418 and 412 into first reading.” Mr. Valentine seconded the motion. Motion passed unanimously.



6.6 Facilities Committee Report

- Ms. Ohs reported that the facilities committee met and discussed the completion of the mural, as well as ordering of the sound mitigation and these will be delivered the second week of February.

7. Board Discussion and Business

7.1 Review High School Launch Plans

- Mr. Rice, Mr. Broderick and several middle school teachers presented their ideas for how our 9th grade would look with curriculum and staffing.
- The Board agreed that we are ready to move forward with 9th grade for the 24-25 school year.

7.2 Review WLA Bylaws

- The Board was reminded that they are to review the WLA Bylaws annually.

7.3 Executive Director Search Update

- Ms. Pool reminded the Board that Jonas is excited to start on July 1, 2024!

7.4 Motion to “cap” (not close) grade levels

- Ms. Pool motioned to, “cap enrollment for kindergarten, first, third, and eighth grade as is and cap second, fourth, fifth, sixth, and seventh at 22.” Ms. Ohs seconded the motion. Motion passed unanimously.

7.5 Motion to change WLA calendar for December 21, 2023 as an early release day

- Ms. Pool motioned to, “amend the WLA calendar for December 21, 2023 as an early release day.” Ms. Ohs seconded the motion. Motion passed unanimously.

7.6 Motion to ratify employment agreements

- Ms. Pool motioned to, “ratify the employment agreements for Logan Dotter and Alyson Gustave.” Ms. Skordahl seconded the motion. Motion passed unanimously.

8. Board Communication & Future Items

8.1 Board Communication/Future Agenda Items

Dr. Mortensen would like to give a food service update and present the benchmarks for the high school expansion at the next Board meeting.

9. Housekeeping

WLA Annual Board of Directors Meeting

Date: Thursday, February 22, 2024

Time: 5:30pm

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

11. Adjournment

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

Minutes drafted by Casidee Schrandt, Board Clerk (non-Board member); submitted by Nicole Stevens, Board Secretary.

WOODBURY LEADERSHIP ACADEMY
DIRECTOR REPORT
FEBRUARY 22, 2024
Dr. Kathleen Mortensen

I. Organizational Leadership

- The Facilities Committee met on February 13th
- The Finance Committee met on February 14th
- The Governance Committee met on February 8th
- As of February 16th our ADM is 750
- The calendar for the 2024-2025 school year is attached herein. It was developed after reviewing the calendar for ISD 833, and collaborating with WLA teaching and support staff

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.”*
 - Professional Learning Communities (PLCs) are covering assessment data, reviewing pacing guides and preparing for Parent-Teacher Conferences
 - March 1st is a half day professional development day and staff will be participating in a two-hour mandatory tutorial on MCA testing, as well as completing other items
 - KM has begun mid-year evaluations and informal teacher observations (12 completed so far)
 - The 9th grade launch focus groups and parent meetings have been held (January 31st, February 13th, 22nd) along with outlining action items steps and timelines
 - The launch benchmarks are as follows
 - March = confirm curriculum pieces, set-up purchase orders (hit button to purchase on July 1st) continued focus meetings with parents and staff members
 - April = confirm budget models and staffing plans, advertise for any additional staff members needed K-9
 - May = confirm schedules, confirm classroom spaces, set plan for athletics and clubs
 - June = review family handbooks and materials to include added grade level, set plan for 9th grade orientation and team building
 - July = order all curriculum materials
 - August = provide additional curriculum development time to peruse materials

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 on target to meet our financial targets
- We have begun to build the budget for the 2024-2025 school year

IV. Human Resource Management

We have begun to post for some internal positions for the coming school year (office and support staff positions)

V. Provision for a Safe and Effective Learning Environment

- We are providing a large amount of staff online training opportunities with information provided by the MN Department of Human Services (DHS) as well as the MN Department of Education (MDE). We want to ensure that all staff members are informed on mental health and child safety issues, how to manage any issues, and where to get advice and help with any issues. The list of trainings (attached herein) has already been started by our paraprofessionals who must (per MDE) take the trainings by mid-April. There is a MDE mental health certificate available for all staff members who complete the trainings.

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.”*
 - APEX has been scheduled for next year for the last week in March and the first week in April
 - On January 9th our 4th graders attended a fieldtrip to the Science Museum
 - On January 30th, our 6th graders went on a field trip to the Capital
 - February 5th was International Night”, which was hosted by our PTO
 - On February 6th our first graders went to “The Works”
 - Jolene and Harley organized a staff volleyball game for February 12th
 - “100th Day” was held for all K-8 students on February 14th
 - On February 15th we held the “Kindergarten Round-Up”
 - On February 16th we held the “Kindergarten Ball”
 - The Middle School Dance was held on February 16th, again, hosted by our PTO
 - Parent-Teacher Conferences will be held February 29th and March 1st

MENTAL HEALTH TRAININGS

PARA Number	Name of Training	Duration of Training
182	Defining and Understanding Students in Crisis	1 hour
237	Anxiety in Children and Teens	1 hour
405	Benefits of Letting Students Know You Like Them	15 min. video
430	Strategies for Working With Students in Crisis	45 min.
1300	Why Be Trauma Informed	10 min. video
1305	Avoid 5 Mistakes When Chronic Trauma is Present	30 min. video
1310	Be Alert to Long-Term Effects of Trauma	10 min. video
1315	How to Create a Sense of Belonging for All Students	30 min. video
1320	Helping Students Work Through Anxiety	30 min. video

Minnesota Department of Human Services
<https://mn.gov/dhs-stat/elearning/IntrotoMentalHealth/>

Name of Training	Duration of Training
Intro to Children's Mental Health	8 min.
Culture and Behavior vs. Biology	7 min.
Diagnosing Children	3 min.
Medications	4 min.
Disruptive, Impulse-Control, and Conduct Disorders	8 min.
Neurodevelopment Disorders: ADHD	5 min.
Autism Spectrum Disorder	4 min.
ND-PAE: Neurobehavioral Disorder Associated with Prenatal Alcohol Exposure	4min.
Depression	4 min.

Self-Injury and Suicide	7 min.
Anxiety	7 min.
Obsessive Compulsive Disorder (OCD)	5 min.
Bipolar and Schizophrenia	6 min.
Eating Disorders	6 min.
Trauma	4 min.
Post-Traumatic Stress Disorder (PTSD) and Somatic Experiences	6 min.
Reactive Attachment Disorder (RAD), and Hoarding Food	7 min.
Getting Help	10 min.
Understanding and Supporting Children	13 min.
Certificate Quiz	15 questions

Minnesota Department of Human Services
<https://mn.gov/dhs-stat/elearning/IntrotoMentalHealth/>

Mandatory Reporting	10 minutes
County Wellness Checks	5 minutes

WLA Staff Training

Adolescent Mental Health	Varies – but up to 8 hours
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Woodbury Leadership Academy
Woodbury, MN
District 4228

Financial Report

January 31, 2024

Woodbury Leadership Academy
Woodbury, MN
Financial Report
January 31, 2024

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Woodbury Leadership Academy
Woodbury, Minnesota
January 2024 Financial Report
Executive Summary

Summary of Key Financial Indicators

- * Average Daily Membership (ADM) Overview –
 - o Original Budget: 754 ADM
 - o Working Budget: 742 ADM
 - o Actual Enrollment: 742 ADM

- * The school's budgeted surplus in General Fund for the year is \$238,570. The school is budgeting to spend \$5,000 out of the Community Service Fund. A projected cumulative fund balance of \$2,417,882 or 29% of expenditures at fiscal year-end.

- * The School's Working Budget is projecting a surplus of \$150,320 at fiscal year-end, which would result in an ending fund balance of \$2,334,633 or 25% of total expenditures.

- * Projected Days of Cash on Hand is 95 days of annual expenditures. This is above 45 days meets minimum bond covenants.

- * Projected debt service coverage is at 1.21. This is near the required Maximum Annual Debt Service (MADS) requirement of 1.25.

Financial Statement Key Points

- * As of month-end, 58.33% of the year was complete.
- * Cash Balance as of the reporting period is \$1,476,263 and is down from \$1,802,795 in the previous month due to regular accounts payable processing including bus company payments.
- * State Aids Receivable 22-23 balance is \$105,553 as of the reporting period. This balance will be finalized and received by MDE during its review in Spring of 2024.
- * Revenues received at end of the reporting period – 59.0% of the working budget.
- * Expenditures disbursed at end of the reporting period – 55.2% of the working budget.

Other Items

- * The FY24 Original Budget was approved at the May 2023 Board Meeting.
- * The FY24 Working Budget reflects updates to legislative updates and staffing changes.
- * The FY23 audit report was presented during the December Board Meeting.
- * Administration and Creative Planning Business Services (CPBS) staff will be reviewing the working budget to bring to the Board of Directors for approval.

Woodbury Leadership Academy
Woodbury, MN
Financial Statements Dashboard
January 31, 2024

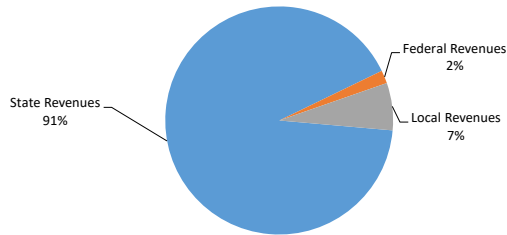
Financial Summary - Budgeted Amounts and Year to Date Activity

<i>Resources to Operate Programs (Revenues):</i>		<i>Funds Used to Provide Programs and Services (Expenses):</i>		<i>Excess / Deficit</i>
Approved Budget	\$8,507,521	Approved Budget	\$8,273,951	\$233,570
Working Budget	\$9,464,501	Working Budget	\$9,345,927	\$118,574
Year to Date	\$5,586,906	Year to Date	\$5,156,485	\$430,420
		59.0%		55.2%

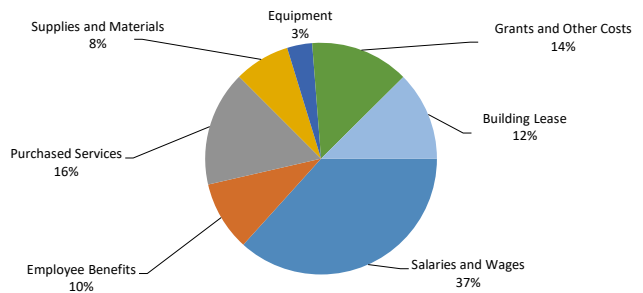


Budgets for the Year

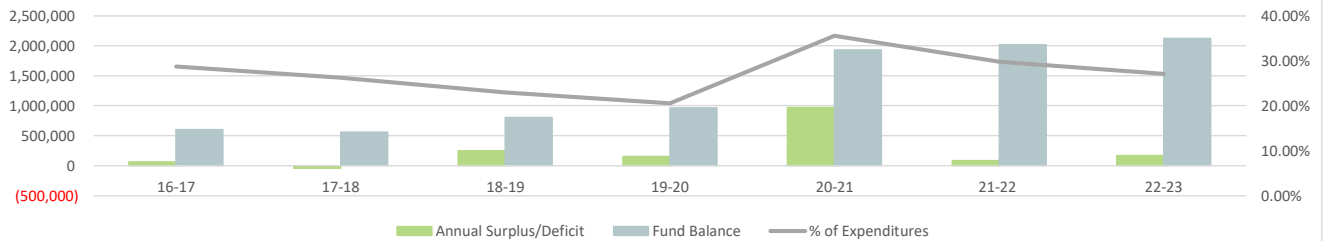
Where funds will come from to operate the school:

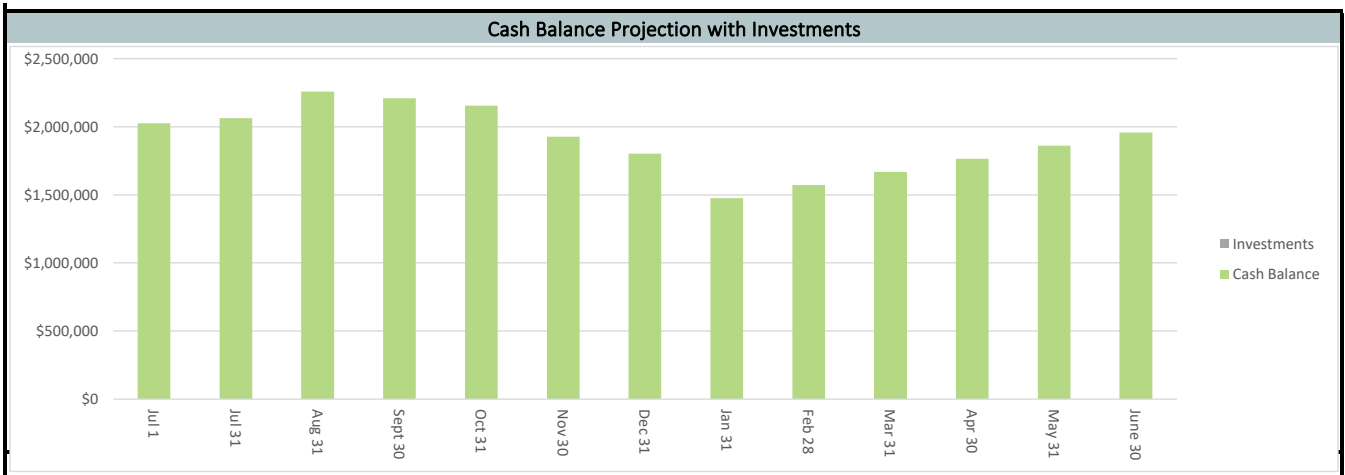
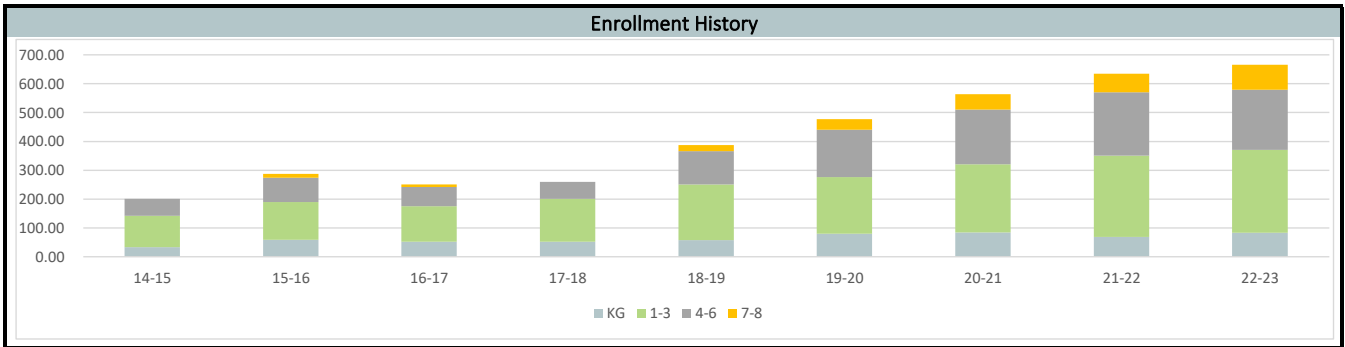
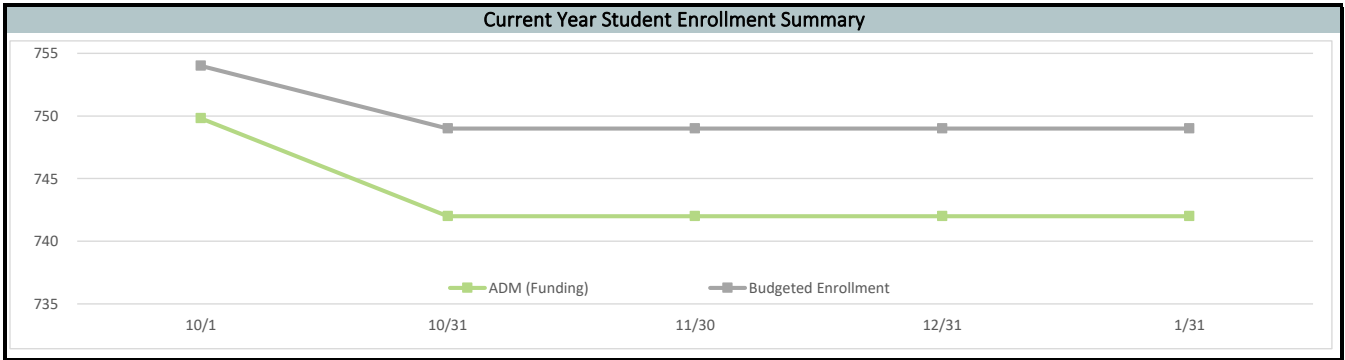
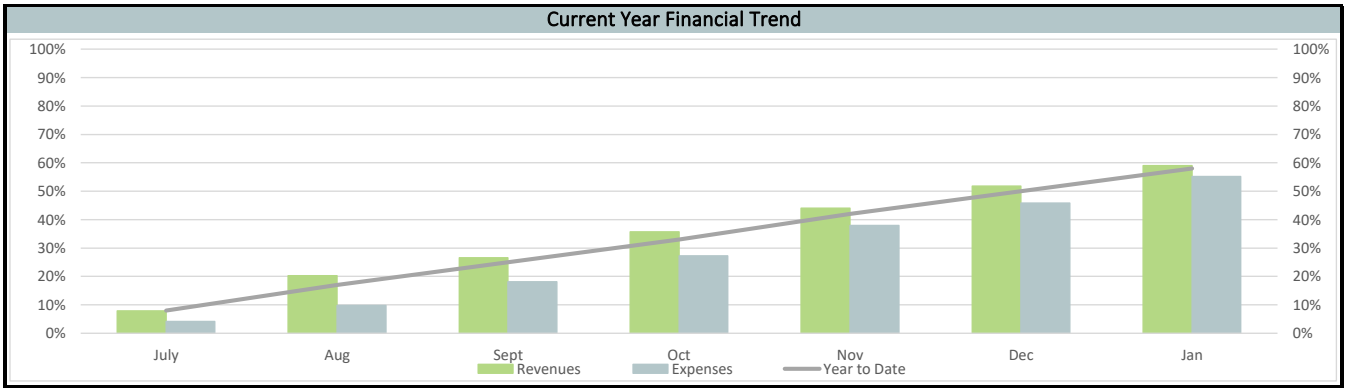


How the money is budgeted to be spent:



Fund Balance History





Woodbury Leadership Academy
Woodbury, MN
Balance Sheet
January 31, 2024

	Audited Balance June 30, 2023	Ending Balance Jan 31, 2024
Assets		
Cash and Investments	\$ 2,025,315	\$ 1,476,263
Accounts Receivable	20	-
Due from Other Funds	78,130	95,445
State Aids Receivable	399,143	105,553
Current Year State Holdback Receivable		960,248
Federal Aids Receivable	297,091	97,900
Prepaid Expenses and Deposits	35,174	8,156
	<u>2,834,874</u>	<u>2,743,565</u>
Total All Assets	\$ 2,834,874	\$ 2,743,565
Liabilities and Fund Balance		
Current liabilities		
Salaries and Wages Payable	\$ 233,391	\$ 132,733
Accounts Payable	230,825	-
Payroll Deductions and Contributions (Owed)	186,346	(3,900)
Total current liabilities	650,562	128,833
Fund balance		
Fund balance 07-01-2022	\$ 2,184,312	\$ 2,184,312
Net income to date fy 22 & 23	-	430,420
Total fund balance	2,184,312	2,614,732
	<u>2,834,874</u>	<u>2,743,565</u>
Total liabilities and fund balance	\$ 2,834,874	\$ 2,743,565
		71
<i>Current Days of cash on hand</i>		
		45
<i>Days Cash on Hand Required</i>		

Woodbury Leadership Academy
Woodbury, MN
Statement of Revenues and Expenditures
January 31, 2024

Months: 7 58.33%

FY2024 Adopted Budget 754 ADM 772 WADM	FY2024 Working Budget 742 ADM 759 WADM	FY 2024 Actual YTD 750 ADM 767 WADM	Percent of Working Budget
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General Fund - 01

Revenues

State Revenues

General Education Aid	\$ 6,011,098	\$ 5,998,771	\$ 3,507,587	58.5%
Charter School Lease Aid	1,014,145	997,665	-	0.0%
Long Term Facilities Maintenance Aid	101,878	100,222	-	0.0%
Literacy Incentive Aid	64,307	64,307	-	0.0%
School Land Trust Endowment Aid	21,850	28,964	19,209	66.3%
Special Education Aid + Adsis	963,443	974,881	265,392	27.2%
Library/Student Support	-	40,000	33,702	84.3%
Estimated State Holdback Amount	-	-	960,248	-
Total State Revenues	8,176,721	8,204,810	4,786,139	58.3%

Federal Revenues

Federal Title I, II, V	50,400	49,600	17,479	35.2%
Federal Special Education	84,400	90,919	90,121	99.1%
Federal ESSER III, 161	-	14,141	589	4.2%
Federal ESSER Summer Learning, 163	-	17,606	11,572	65.7%
Total Federal Revenues	134,800	172,266	119,761	69.5%

Local Revenues

Fees from Students	61,200	60,200	19,664	32.7%
Medical Assistance	9,800	9,700	-	0.0%
Interest Earnings	75,000	110,000	61,491	55.9%
Contributions and Gifts, Give to the Max	20,000	20,000	12,527	62.6%
Contributions PTO offset with expense	30,000	30,000	-	0.0%
Miscellaneous Revenues - ERC Credit, Other	-	407,525	410,025	100.6%
Total local revenues	196,000	637,425	505,984	79.4%

Total Revenues	\$ 8,507,521	\$ 9,014,501	\$ 5,411,884	60.0%
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Woodbury Leadership Academy
Woodbury, MN
Statement of Revenues and Expenditures
January 31, 2024

Months: 7 58.33%

	FY2024 Adopted Budget 754 ADM 772 WADM	FY2024 Working Budget 742 ADM 759 WADM	FY 2024 Actual YTD 750 ADM 767 WADM	Percent of Working Budget
Expenditures				
Salaries and Wages	\$ 2,983,115	\$ 3,355,543	\$ 1,790,049	53.4%
Employee Benefits	797,389	891,019	415,664	46.7%
Contracted Services	321,000	350,000	169,088	48.3%
Technology Services	22,500	16,500	8,544	51.8%
Communication Services	11,000	10,800	7,584	70.2%
Postage	3,800	3,700	1,066	28.8%
Utilities	150,500	172,900	93,043	53.8%
Property and Casualty Insurance	26,900	35,000	33,418	95.5%
Repairs and Maintenance	88,415	94,415	50,629	53.6%
Student Transportation	646,307	668,800	403,694	60.4%
Field Trip Transportation	15,080	14,840	9,888	66.6%
Travel and Conferences	8,800	8,600	4,579	53.2%
Field Trip Admissions	36,700	36,100	18,008	49.9%
Building Lease	1,253,725	1,253,725	731,340	58.3%
Other Rentals and Leases	4,000	5,700	4,202	73.7%
Office Supplies/General Supplies	48,400	47,600	45,731	96.1%
Maintenance Supplies	57,100	44,900	27,420	61.1%
Non-Instructional Software	28,900	28,400	26,929	94.8%
Instructional Software	20,200	25,000	23,378	93.5%
Instructional Supplies	42,100	45,400	33,169	73.1%
Textbooks and Workbooks	77,700	125,000	121,528	97.2%
Standardized Tests	14,000	13,700	8,955	65.4%
Food	28,900	34,100	2,824	8.3%
Building Improvements	205,000	205,000	38,311	18.7%
Furniture and Other Equipment	43,310	43,310	8,395	19.4%
Technology Equipment	58,600	57,700	23,239	40.3%
Principal and Interest - Capital Lease	28,200	16,400	-	0.0%
Dues and Memberships	37,300	37,300	28,662	76.8%
Third Party Expenditures	-	2,000	1,563	78.2%
Give to the Max, salaries	20,000	20,000	-	0.0%

Woodbury Leadership Academy
Woodbury, MN
Statement of Revenues and Expenditures
January 31, 2024

Months: 7 58.33%

	FY2024 Adopted Budget 754 ADM 772 WADM	FY2024 Working Budget 742 ADM 759 WADM	FY 2024 Actual YTD 750 ADM 767 WADM	Percent of Working Budget
State Special Education	1,010,410	1,010,410	558,225	55.3%
ADSIS	44,800	44,800	35,079	78.3%
Federal Title I, II, V	50,400	49,600	17,479	35.2%
Federal Special Education	84,400	90,919	90,121	99.1%
Federal ESSER III, 160	-	14,141	589	4.2%
Federal ESSER Summer Learning, 150	-	17,606	11,572	65.7%
Total expenditures	\$ 8,268,951	\$ 8,890,927	\$ 4,843,962	54.5%
General fund net income	\$ 238,570	\$ 123,574	\$ 567,921	
Food Service Fund - 02				
Revenues				
State/Federal Food Reimbursements	\$ -	\$ 450,000	\$ 175,022	38.9%
Total revenues	\$ -	\$ 450,000	\$ 175,022	38.9%
Expenditures				
Salaries and Wages	\$ -	\$ 75,000	\$ 44,880	59.8%
Employee Benefits	-	15,000	7,315	48.8%
Supplies and Materials, Snacks	-	359,200	259,563	72.3%
Dues and Memberships	-	800	765	95.6%
Total Expenditures	\$ -	\$ 450,000	\$ 312,523	0.0%
Food Service Fund Net Income	\$ -	\$ -	\$ (137,501)	
Community Service Fund - 04				
Revenues				
Registration Revenue	\$ -	\$ -	\$ -	-
Total revenues	\$ -	\$ -	\$ -	-
Expenditures				
Equipment	5,000	5,000	-	0.0%
Total Expenditures	\$ 5,000	\$ 5,000	\$ -	0.0%
Community Service Fund Net Income	\$ (5,000)	\$ (5,000)	\$ -	

Woodbury Leadership Academy
Woodbury, MN
Statement of Revenues and Expenditures
January 31, 2024

Months: 7 58.33%

	FY2024 Adopted Budget 754 ADM 772 WADM	FY2024 Working Budget 742 ADM 759 WADM	FY 2024 Actual YTD 750 ADM 767 WADM	Percent of Working Budget
Total All Funds				
Revenues				
State Revenues	\$ 8,176,721	\$ 8,654,810	\$ 4,961,161	57.3%
Federal Revenues	134,800	172,266	119,761	69.5%
Local Revenues	196,000	637,425	505,984	79.4%
Total Revenues	\$ 8,507,521	\$ 9,464,501	\$ 5,586,906	59.0%
Expenditures				
Salaries and Wages	\$ 2,983,115	\$ 3,430,543	\$ 1,834,929	53.5%
Employee Benefits	797,389	906,019	422,979	46.7%
Purchased Services	2,588,727	2,671,080	1,535,082	57.5%
Supplies and Materials	317,300	723,300	549,497	76.0%
Equipment	340,110	327,410	69,944	21.4%
Grants and Other Costs	1,247,310	1,287,575	744,054	57.8%
Total Expenditures	\$ 8,273,951	\$ 9,345,927	\$ 5,156,485	55.2%
Total Revenues All Funds	\$ 8,507,521	\$ 9,464,501	\$ 5,586,906	59.0%
Total Expenditures All Funds	\$ 8,273,951	\$ 9,345,927	\$ 5,156,485	55.2%
Net Income - All Funds	\$ 233,570	\$ 118,574	\$ 430,420	

Beginning Fund Balance, All Funds, July 1, 2023	\$ 2,184,312	\$ 2,184,312
Projected Fund Balance, All Funds, June 30, 2024	\$ 2,417,882	\$ 2,302,886
Projected Fund Balance Percentage	29%	25%
<i>Debt Service Coverage Ratio - Estimated</i>	131%	121%
<i>Debt Service Coverage Ratio - Required</i>	125%	125%

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
2023 - 2024 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>	\$ 2,025,315
Jul 31	526,783	-	157,158	125,301	809,241	200,604	570,135	-	770,740	2,063,817
Aug 31	527,195	-	271,958	142,638	941,792	212,417	534,632		747,049	2,258,560
Sept 30	553,968	-	11,755	175,585	741,308	257,692	533,540		791,232	2,208,635
Oct 31	529,343	-	23,553	155,840	708,735	250,179	511,654		761,832	2,155,538
Nov 30	657,914	27,703	13,678	-	699,295	261,556	666,445		928,001	1,926,832
Dec 31	645,200		15,443	48	660,691	268,454	516,274		784,728	1,802,795
Jan 31	544,316	10,352	17,148	(9,339)	562,476	249,608	639,399		889,007	1,476,263
Feb 28	760,922	23,397	25,346	21,233	830,898	227,210	507,457		734,667	1,572,494
Mar 31	760,922	23,397	25,346	21,233	830,898	227,210	507,457		734,667	1,668,724
Apr 30	760,922	23,397	25,346	21,233	830,898	227,210	507,457		734,667	1,764,955
May 31	760,922	23,397	25,346	21,233	830,898	227,210	507,457		734,667	1,861,185
June 30	760,922	23,397	25,346	21,233	830,898	227,210	507,457	-	734,667	1,957,416
Projected	7,789,329	155,039	637,425	696,234	9,278,027	2,836,562	6,509,365	-	9,345,927	
Totals	7,789,329	155,039	637,425	696,234	9,278,027	2,836,562	6,509,365		9,345,927	1,957,416

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
January 31, 2024

305 - Contracted Services Detail	FY24			
	Original Budget	Working Budget	Actual	% spent
Advertising & Marketing	5,164	5,164	2,521	48.8%
Board Related Services, Including New Director Search	3,873	32,073	11,250	35.1%
Financial Management Services	79,200	80,000	40,400	50.5%
Time & Attendance Fees	12,006	12,006	3,426	28.5%
Audit & Tax Services	14,480	18,375	18,375	100.0%
Background Checks	2,711	2,711	750	0.0%
Bank Fees	4,970	10,000	5,262	52.6%
Benefit Fees	904	904	430	47.6%
Strategic Planning Consultant	10,328	10,328	-	0.0%
Legal Services	19,365	19,365	10,481	54.1%
Substitutes/Student Services/ESL	19,365	19,365	6,693	34.6%
Nursing	9,295	9,295	3,258	35.0%
Janitorial Services- Robemy Cleaning	104,029	104,029	60,353	58.0%
Other Fees	35,309	26,384	5,890	22.3%
	321,000	350,000	169,088	48%

350 - Repairs and Maintenance Detail	FY24			
	Original Budget	Working Budget	Actual	% spent
Pest Control	3,000	3,000	1,621	54.0%
Elevator Maintenance	4,650	10,000	8,832	88.3%
Common Area Maintenance	72,000	72,650	36,354	50.0%
Various Repairs	8,765	8,765	3,821	43.6%
	88,415	94,415	50,629	54%

Woodbury Leadership Academy
 Woodbury, MN
 Enrollment Report
 January 31, 2024

Average Daily Membership (ADM)											
	Grade	10/1	10/31	11/30	12/31	1/31	2/28	3/31	4/30	5/31	6/30
	K	94	94	92	92	92	0	0	0	0	0
	1	109	109	103	103	103	0	0	0	0	0
	2	99	99	97	97	97	0	0	0	0	0
	3	119	119	120	120	120	0	0	0	0	0
	4	105	105	104	104	104	0	0	0	0	0
	5	89	89	88	88	88	0	0	0	0	0
	6	52	52	51	51	51	0	0	0	0	0
	7	47	47	46	46	46	0	0	0	0	0
	8	38	38	40	40	40	0	0	0	0	0
Grand Total		750	750	742	742	742	0	0	0	0	0

Budgeted Enrollments as of:											
	Grade	10/1	10/31	11/30	12/31	1/31	2/28	3/31	4/30	5/31	6/30
	K	113	93	93	92	92	92	92	92	92	92
	1	102	108	108	103	103	103	103	103	103	103
	2	94	95	95	97	97	97	97	97	97	97
	3	116	120	120	120	120	120	120	120	120	120
	4	91	105	105	104	104	104	104	104	104	104
	5	80	89	89	88	88	88	88	88	88	88
	6	69	52	52	51	51	51	51	51	51	51
	7	48	47	47	46	46	46	46	46	46	46
	8	41	40	40	40	40	40	40	40	40	40
Grand Total		754	749	749	742	742	742	742	742	742	742



Woodbury Leadership Academy
Woodbury, MN
District 4228

Supplemental Reports

January 31, 2024

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1027		Amazon.com					
			4228	OLDN			BP
				E 01 005 107 000 000 401	marketing supplies	\$43.14	
				E 01 010 203 000 000 430	Elem Classroom supplies	\$121.43	
				E 01 005 605 000 000 315	Replacement chromebook screens (2)	\$143.98	
				E 01 010 203 000 000 401	non instructional Supplies	\$634.79	
				E 01 005 810 000 000 401	Building Supplies	\$89.97	
				E 01 005 110 000 000 401	Office supplies	\$24.78	
PO#:		Voucher #:	9947	Invoice	Invoice No: 11G3-LL6K-X66L	1/11/2024	Paid Amt: \$1,058.09
							Check Amount: \$1,058.09
							Vendor Total: \$1,058.09
1015		Amplify Education, Inc.					
			4228	OLDN			BP
				E 01 010 216 000 414 366	CKLA Training	\$3,200.00	
				E 01 010 201 000 000 460	Textbooks K	\$10,354.50	
				E 01 010 203 000 000 460	Textbooks Gr 1-3	\$26,840.70	
PO#:		Voucher #:	10017	Invoice	Invoice No: INV-235986	1/31/2024	Paid Amt: \$40,395.20
							Check Amount: \$40,395.20
							Vendor Total: \$40,395.20
1128		AssociatedBank					
			4228	OLDN			Wire
				B 01 215 017	HSA	\$2,209.81	
PO#:		Voucher #:	9937	Invoice	Invoice No: S2024130	1/12/2024	Paid Amt: \$2,209.81
							Check Amount: \$2,209.81
							Vendor Total: \$4,834.62
			4228	OLDN			Wire
				B 01 215 017	HSA	\$2,624.81	
PO#:		Voucher #:	9975	Invoice	Invoice No: S2024140	1/31/2024	Paid Amt: \$2,624.81
							Check Amount: \$2,624.81
							Vendor Total: \$4,834.62
1369		BerganKDV Outsourced Services LLC					
			4228	OLDN			Wire
				E 01 005 114 000 000 305	KPay Processing Fee	\$528.00	
PO#:		Voucher #:	9969	Invoice	Invoice No: 1.12.24	1/23/2024	Paid Amt: \$528.00
							Check Amount: \$528.00
							Vendor Total: \$528.00

WOODBURY LEADERSHIP ACADEMY Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type		
1654		Big River Group LLC							
		4228		OLDN			BP		
				E 01 005 010 000 000 305	New Director Search-final 50% of serach	\$4,742.00			
PO#:		Voucher #:	9944	Invoice	Invoice No: 1/1/2024	1/11/2024	Paid Amt:	\$4,742.00	
							Check Amount:	\$4,742.00	
<hr/>									
		4228		OLDN			BP		
				E 01 005 010 000 000 305	New Director Search-AASA Posting, Airfare, C	\$1,516.60			
PO#:		Voucher #:	9945	Invoice	Invoice No: 01/01/2024#3	1/11/2024	Paid Amt:	\$1,516.60	
							Check Amount:	\$1,516.60	
							Vendor Total:	\$6,258.60	
<hr/>									
1558		Bill.com							
		4228		OLDN			Wire		
				E 01 005 112 000 000 305	Bill.com monthly fee	\$133.38			
PO#:		Voucher #:	9970	Invoice	Invoice No: 1.17.24	1/23/2024	Paid Amt:	\$133.38	
							Check Amount:	\$133.38	
							Vendor Total:	\$133.38	
<hr/>									
1135		Brain POP LLC							
		4228		OLDN			BP		
				E 01 010 630 000 000 406	1.30.24-6.30.24	\$1,581.25			
				B 01 131 000	7.1.24-1.29.25	\$2,213.75			
PO#:		Voucher #:	10019	Invoice	Invoice No: US480311	1/31/2024	Paid Amt:	\$3,795.00	
							Check Amount:	\$3,795.00	
							Vendor Total:	\$3,795.00	
<hr/>									
1541		Business Essentials							
		4228		OLDN			BP		
				E 01 010 203 000 000 430	Copy Paper	\$678.41			
PO#:		Voucher #:	9968	Invoice	Invoice No: WO-1277589-1	1/11/2024	Paid Amt:	\$678.41	
							Check Amount:	\$678.41	
<hr/>									
		4228		OLDN			BP		
				E 01 010 203 000 000 430	Copy Paper	\$839.80			
PO#:		Voucher #:	10020	Invoice	Invoice No: WO-1280406-1	1/31/2024	Paid Amt:	\$839.80	
							Check Amount:	\$839.80	
							Vendor Total:	\$1,518.21	
<hr/>									
1621		Cintas							
		4228		OLDN			BP		
				E 01 005 810 000 000 401	FY24: Mats service	\$349.32			
PO#:		Voucher #:	10000	Invoice	Invoice No: 4180099725	1/31/2024	Paid Amt:	\$349.32	
							Check Amount:	\$349.32	
							Vendor Total:	\$349.32	

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type		
1394		CKC Good Food							
		4228		OLDN			BP		
				E 02 005 770 000 705 490	Breakfast			\$3,280.00	
				E 02 005 770 000 701 490	Lunches			\$8,305.35	
PO#:		Voucher #:		9959 Invoice	Invoice No: 85797	1/11/2024		Paid Amt:	\$11,585.35
								Check Amount:	\$11,585.35
<hr/>									
		4228		OLDN			BP		
				E 02 005 770 000 701 401	gloves			\$7.18	
PO#:		Voucher #:		9960 Invoice	Invoice No: 85875	1/11/2024		Paid Amt:	\$7.18
								Check Amount:	\$7.18
<hr/>									
		4228		OLDN			BP		
				E 02 005 770 000 701 495	Dec Milk			\$3,042.00	
PO#:		Voucher #:		9961 Invoice	Invoice No: 85908	1/11/2024		Paid Amt:	\$3,042.00
								Check Amount:	\$3,042.00
<hr/>									
		4228		OLDN			BP		
				E 02 005 770 000 701 490	Lunch			\$6,153.55	
				E 02 005 770 000 705 490	Breakfast			\$2,460.00	
PO#:		Voucher #:		10009 Invoice	Invoice No: 85989	1/31/2024		Paid Amt:	\$8,613.55
								Check Amount:	\$8,613.55
<hr/>									
		4228		OLDN			BP		
				E 02 005 770 000 705 490	Breakfast			\$3,966.75	
				E 02 005 770 000 701 490	Lunch			\$10,124.20	
PO#:		Voucher #:		10010 Invoice	Invoice No: 86111	1/31/2024		Paid Amt:	\$14,090.95
								Check Amount:	\$14,090.95
<hr/>									
		4228		OLDN			BP		
				E 02 005 770 000 701 490	Lunch			\$7,863.40	
				E 02 005 770 000 705 490	Breakfast			\$3,218.50	
				E 02 005 770 000 701 490	Lunch credit 1.17.24			(\$82.00)	
PO#:		Voucher #:		10011 Invoice	Invoice No: 86237	1/31/2024		Paid Amt:	\$10,999.90
								Check Amount:	\$10,999.90
								Vendor Total:	\$48,338.93
<hr/>									
1701		Comcast Business #1073802							
		4228		OLDN			BP		
				E 01 005 810 000 000 320	Phone lines-Elevator			\$273.01	
PO#:		Voucher #:		9987 Invoice	Invoice No: 1/15/2024	1/31/2024		Paid Amt:	\$273.01
								Check Amount:	\$273.01
								Vendor Total:	\$273.01

WOODBURY LEADERSHIP ACADEMY Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1745		Creative Planning					
		4228		OLDN			BP
				E 01 005 113 000 000 305	Financial Management	\$6,600.00	
PO#:		Voucher #:		9990 Invoice	Invoice No: 1217389	1/31/2024	Paid Amt: \$6,600.00
							Check Amount: \$6,600.00
							Vendor Total: \$6,600.00
1249		Designs for Learning					
		4228		OLDN			BP
				E 01 010 420 000 740 394	M. Conaty, Psych, 3.5 hrs @ \$105/hr	\$210.00	
				E 01 010 420 000 419 303	DelGudice, PT, 3.5 hrs @ \$105/hr	\$367.50	
				E 01 010 420 000 740 394	SPED Psychologist, S. Kelley , 47 hrs @ \$105	\$4,935.00	
				E 01 010 420 000 419 303	S. J. Poesch, Physically Impaired consult, 1.7:	\$183.75	
PO#:		Voucher #:		9955 Invoice	Invoice No: 24-0550	1/11/2024	Paid Amt: \$5,696.25
							Check Amount: \$5,696.25
							Vendor Total: \$5,696.25
1599		Devin Egge					
		4228		OLDN			BP
				E 01 010 203 000 000 430	Fy24 Reimb: oreos for moon phases Gr 1	\$27.96	
PO#:		Voucher #:		9988 Invoice	Invoice No: 1/22/2024	1/31/2024	Paid Amt: \$27.96
							Check Amount: \$27.96
							Vendor Total: \$27.96
1555		DHH Consulting LLC					
		4228		OLDN			BP
				E 01 010 405 000 740 394	DHH Services: 4.75 hrs@ \$96/hr	\$456.00	
PO#:		Voucher #:		9949 Invoice	Invoice No: 1266	1/11/2024	Paid Amt: \$456.00
							Check Amount: \$456.00
							Vendor Total: \$456.00
1702		Emerald Lawn & Landscaping Inc					
		4228		OLDN			BP
				E 01 005 810 000 000 350	FY24 Lawn Services	\$1,600.00	
PO#:		Voucher #:		9950 Invoice	Invoice No: 13005	1/11/2024	Paid Amt: \$1,600.00
							Check Amount: \$1,600.00
							Vendor Total: \$1,600.00
1508		First Bankcard					
		4228		OLDN			Wire
				E 01 005 810 000 000 320	12/14/23-HumbleFax-Fax service-12/14/23-1/1	\$10.00	
				E 01 005 810 000 000 320	12/21/23-Tmobile-Cell phone-ED & Cell for VC	\$140.00	
				E 01 005 810 000 000 320	12/28/23-Comcast-Phone lines-elevator & fire	\$810.11	
				E 01 005 810 000 000 320	12/28/23-Sangoma-SipStation subscription (Vc	\$60.68	

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No				Pmt/Void Date	Pmt Type
1508		First Bankcard								
			4228	OLDN						Wire
				E 01	005 107 000 000 305			01/01/24-Indeed-Job Postings-December	\$154.50	
				E 01	005 107 000 000 305			01/01/24-Indeed-Job Posting applies-December	\$79.00	
				E 01	005 110 000 000 490			12/20/23-Cub Foods-Fruit-Bus Driver apprecia	\$14.71	
				E 01	005 108 000 000 405			01/03/24-Adobe-Adobe Pro subscription 1/3/24	\$259.97	
				E 01	005 640 000 316 366			01/03/24-Lakes Country Cooperative-Restorati	\$250.00	
				E 01	005 810 000 000 330			12/12/23-City of Woodbury-Water & sewer 9/24	\$568.72	
				E 01	005 810 000 000 330			01/10/24-City of Woodbury-Water & sewer 10/24	\$585.07	
				E 01	005 110 000 000 490			12/13/23-Jimmy John's-Board meeting dinner-l	\$130.61	
				E 01	010 203 000 000 369			12/13/23-Triple Shift Entmt-Bowling fieldtrip-Gr	\$112.50	
				E 01	010 203 000 000 369			12/29/23-Science Museum of MN-Science Mu:	\$1,430.00	
				E 01	005 640 000 316 366			01/03/24-Lakes Country Cooperative-Restorati	\$250.00	
				E 01	005 640 000 316 366			01/04/24-Wisconsin Center for Education-Scaf	\$350.00	
				E 01	010 203 000 000 430			12/19/23-TeachersPayTeachers-Refugee Nove	\$3.50	
				E 01	010 203 000 000 430			12/19/23-TeachersPayTeachers-Star Novel Stu	\$16.50	
				E 01	010 203 000 000 430			12/19/23-TeachersPayTeachers-Magnets & St	\$10.50	
				E 01	010 203 000 000 430			12/20/23-WalMart-MS team building/pre-winter	\$54.70	
				E 01	010 203 000 000 430			12/20/23-WalMart-MS team building/pre-winter	\$99.10	
				E 01	010 203 000 000 430			12/23/23-Sams Club-Classroom supplies-plast	\$24.98	
				E 01	010 203 000 000 430			01/02/24-Dollar Tree-Classroom supplies -scie	\$7.50	
				E 01	010 203 000 000 430			01/08/24-Sams Club-Supplies for cooking clas	\$68.90	
				E 01	010 203 000 000 430			01/08/24-Cub Foods-Supplies for cooking clas	\$9.98	
				E 01	010 203 000 000 430			01/08/24-WalMart-Supplies for cooking class-l	\$45.11	
				E 01	010 203 000 000 430			01/08/24-Aldi-Supplies for cooking class-MS el	\$23.28	
				E 01	010 201 000 000 430			12/23/23-Sams Club-Solo cups-100 days cele	\$23.96	
				E 01	010 201 000 000 430			01/02/24-Dollar Tree-Colored tissue paper	\$6.25	
PO#:		Voucher #:		9986	Invoice		Invoice No:	1.24.24	1/24/2024	Paid Amt: \$5,600.13
										Check Amount: \$5,600.13
										Vendor Total: \$5,600.13
1609		GIS Benefits								
			4228	OLDN						Wire
				B 01	215 013			Life/LTD/STD:	\$3,283.05	
				B 01	215 009			Dental:	\$2,774.25	
				B 01	215 021			Vision	\$470.77	
				B 01	215 020			PPL:	\$273.00	
				E 01	005 110 000 000 305			Admin Fees	\$57.00	
PO#:		Voucher #:		9973	Invoice		Invoice No:	1.8.24	1/23/2024	Paid Amt: \$6,858.07
										Check Amount: \$6,858.07

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type		
1609		GIS Benefits							
		4228		OLDN			Wire		
				B	01 215 013	Life/LTD/STD:		\$2,947.63	
				B	01 215 009	Dental:		\$2,476.65	
				B	01 215 021	Vision		\$434.38	
				B	01 215 020	PPL:		\$273.00	
				E	01 005 110 000 000 305	Admin Fees		\$50.00	
PO#:		Voucher #:	9982	Invoice	Invoice No: 1.30.24	1/31/2024		Paid Amt: \$6,181.66	
								Check Amount: \$6,181.66	
								Vendor Total: \$13,039.73	
1744		Golden Valley Supply							
		4228		OLDN			BP		
				E	01 005 810 000 000 520	Sound panels for Gym		\$21,265.00	
PO#:		Voucher #:	9943	Invoice	Invoice No: 505914	1/4/2024		Paid Amt: \$21,265.00	
								Check Amount: \$21,265.00	
								Vendor Total: \$21,265.00	
1064		HealthPartners - Group							
		4228		OLDN			Wire		
				B	01 215 010	Health Ins		\$23,205.55	
PO#:		Voucher #:	9974	Invoice	Invoice No: 1.11.24	1/23/2024		Paid Amt: \$23,205.55	
								Check Amount: \$23,205.55	
								Vendor Total: \$23,205.55	
1054		Integrative Therapy, LLC.							
		4228		OLDN			BP		
				E	01 010 420 000 740 394	COTA Services 19.08 hrs @\$74/hr		\$1,412.14	
				E	01 010 420 000 740 394	OT 18.75 hrs @ \$90/hr		\$1,687.50	
PO#:		Voucher #:	9956	Invoice	Invoice No: 4526	1/11/2024		Paid Amt: \$3,099.64	
								Check Amount: \$3,099.64	
		4228		OLDN			BP		
				E	01 010 420 000 740 394	OT 7.75 hrs @ \$90/hr		\$697.50	
				E	01 010 420 000 740 394	COTA Services 8 hrs @\$74/hr		\$592.00	
PO#:		Voucher #:	10002	Invoice	Invoice No: 4550	1/31/2024		Paid Amt: \$1,289.50	
								Check Amount: \$1,289.50	
		4228		OLDN			BP		
				E	01 010 420 000 740 394	OT 25.25 hrs @ \$90/hr		\$2,272.50	
				E	01 010 420 000 740 394	COTA Services 24.33 hrs @\$74/hr		\$1,800.42	
PO#:		Voucher #:	10003	Invoice	Invoice No: 4600	1/31/2024		Paid Amt: \$4,072.92	
								Check Amount: \$4,072.92	
								Vendor Total: \$8,462.06	

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type		
1003		Internal Revenue Service							
		4228	OLDN				Wire		
			B 01	215 002		Federal Withholding		\$11,073.91	
			B 01	215 005		FICA		\$24,826.92	
PO#:		Voucher #:	9938	Invoice	Invoice No: S2024130	1/12/2024		Paid Amt:	\$35,900.83
								Check Amount:	\$35,900.83
								Vendor Total:	\$74,516.37
1748		IXL Learning							
		4228	OLDN				BP		
			B 01	131 000		IXL Site License 7.1.24-2.1.25		\$2,362.50	
			E 01	010 630 000 000 406		IXL Site License 2.1.24-6.30.24		\$1,687.50	
PO#:		Voucher #:	10018	Invoice	Invoice No: S489920	1/31/2024		Paid Amt:	\$4,050.00
								Check Amount:	\$4,050.00
								Vendor Total:	\$4,050.00
1150		JR Computer Associates							
		4228	OLDN				BP		
			E 01	005 605 000 000 315		FY24 Monthly Contract Services: Jan 2024		\$1,200.00	
PO#:		Voucher #:	9966	Invoice	Invoice No: R20241673	1/11/2024		Paid Amt:	\$1,200.00
								Check Amount:	\$1,200.00
								Vendor Total:	\$1,200.00
1240		Keys to Communication							
		4228	OLDN				BP		
			E 01	010 401 000 740 394		Pam Speech services 95.5 hrs @ \$90/hr		\$8,595.00	
			E 01	010 401 000 740 394		16 hrs @\$45/hr Mileage		\$720.00	
PO#:		Voucher #:	9989	Invoice	Invoice No: 09201864	1/31/2024		Paid Amt:	\$9,315.00
								Check Amount:	\$9,315.00
								Vendor Total:	\$9,315.00
1623		Liminex, Inc dba GoGuardian							
		4228	OLDN				BP		
			B 01	131 000		FY25		\$3,579.33	
			E 01	010 630 000 000 406		FY24		\$3,028.67	
PO#:		Voucher #:	9965	Invoice	Invoice No: INV-113288	1/11/2024		Paid Amt:	\$6,608.00
								Check Amount:	\$6,608.00
								Vendor Total:	\$6,608.00

WOODBURY LEADERSHIP ACADEMY Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type		
1518		Martin Law Firm							
		4228		OLDN			BP		
				E 01 005 111 000 000 305	Legal Services -Dec			\$2,226.00	
PO#:		Voucher #:		9948 Invoice	Invoice No: 12/31/2023	1/11/2024		Paid Amt:	\$2,226.00
								Check Amount:	\$2,226.00
								Vendor Total:	\$2,226.00
1515		Minnesota Coaches Inc							
		4228		OLDN			BP		
				E 01 005 760 000 723 360	FY24 SPED Busing Dec Route #22			\$5,124.00	
PO#:		Voucher #:		10012 Invoice	Invoice No: 90362	1/31/2024		Paid Amt:	\$5,124.00
								Check Amount:	\$5,124.00
		4228		OLDN			BP		
				E 01 005 760 000 723 360	FY24 SPED Busing Sept Route #21			\$6,490.40	
PO#:		Voucher #:		10013 Invoice	Invoice No: 90802	1/31/2024		Paid Amt:	\$6,490.40
								Check Amount:	\$6,490.40
		4228		OLDN			BP		
				E 01 005 760 000 723 360	FY24 SPED Busing Oct Route #21			\$6,148.80	
PO#:		Voucher #:		10014 Invoice	Invoice No: 90806	1/31/2024		Paid Amt:	\$6,148.80
								Check Amount:	\$6,148.80
		4228		OLDN			BP		
				E 01 005 760 000 723 360	FY24 SPED Busing Nov Route #21			\$6,490.40	
PO#:		Voucher #:		10015 Invoice	Invoice No: 90807	1/31/2024		Paid Amt:	\$6,490.40
								Check Amount:	\$6,490.40
		4228		OLDN			BP		
				E 01 005 760 000 723 360	FY24 SPED Busing Dec Route #21			\$5,124.00	
PO#:		Voucher #:		10016 Invoice	Invoice No: 90808	1/31/2024		Paid Amt:	\$5,124.00
								Check Amount:	\$5,124.00
								Vendor Total:	\$29,377.60
1747		Mint Roofing							
		4228		OLDN			BP		
				E 01 005 810 000 000 350	Locate & repair Bldg A 3rd flr roof leak			\$1,578.15	
PO#:		Voucher #:		9998 Invoice	Invoice No: 3779	1/31/2024		Paid Amt:	\$1,578.15
								Check Amount:	\$1,578.15
		4228		OLDN			BP		
				E 01 005 810 000 000 350	Locate & repair Bldg A 3rd flr roof leak			\$939.78	
PO#:		Voucher #:		9999 Invoice	Invoice No: 4110	1/31/2024		Paid Amt:	\$939.78
								Check Amount:	\$939.78

WOODBURY LEADERSHIP ACADEMY Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1747		Mint Roofing					
			4228	OLDN			BP
				E 01 005 810 000 000 350	Locate & repair Bldg A 3rd flr roof leak	\$2,019.03	
PO#:		Voucher #:	10001	Invoice	Invoice No: 4332	1/31/2024	Paid Amt: \$2,019.03
							Check Amount: \$2,019.03
							Vendor Total: \$4,536.96
1004		MN Department of Revenue Service					
			4228	OLDN			Wire
				B 01 215 003	MN Withholding	\$5,640.54	
PO#:		Voucher #:	9940	Invoice	Invoice No: S2024130	1/12/2024	Paid Amt: \$5,640.54
							Check Amount: \$5,640.54
							Vendor Total: \$11,898.52
			4228	OLDN			Wire
				B 01 215 003	MN Withholding	\$6,044.98	
PO#:		Voucher #:	9978	Invoice	Invoice No: S2024140	1/31/2024	Paid Amt: \$6,044.98
							Check Amount: \$6,044.98
							Vendor Total: \$11,898.52
			4228	OLDN			Wire
				R 01 005 000 000 000 621	Sales Tax	\$213.00	
PO#:		Voucher #:	10021	Invoice	Invoice No: 1.22.24	1/22/2024	Paid Amt: \$213.00
							Check Amount: \$213.00
							Vendor Total: \$11,898.52
1462		Monarch Bus Service Inc					
			4228	OLDN			BP
				E 01 005 760 000 733 360	Fieldtrip busing- Gr 5/6-Concord Lanes (Bowlir	\$686.94	
PO#:		Voucher #:	9962	Invoice	Invoice No: 8997	1/11/2024	Paid Amt: \$686.94
							Check Amount: \$686.94
							Vendor Total: \$67,945.34
			4228	OLDN			BP
				E 01 005 760 000 733 360	Fieldtrip busing- Gr 2-New Perspective (Leade	\$377.96	
PO#:		Voucher #:	9963	Invoice	Invoice No: 89996	1/11/2024	Paid Amt: \$377.96
							Check Amount: \$377.96
							Vendor Total: \$67,945.34
			4228	OLDN			BP
				E 01 005 760 000 720 360	Busing Contract installment 6/10	\$66,880.44	
PO#:		Voucher #:	9958	Invoice	Invoice No: 84137	1/11/2024	Paid Amt: \$66,880.44
							Check Amount: \$66,880.44
							Vendor Total: \$67,945.34
1639		Navigate Care Consulting					
			4228	OLDN			BP
				E 01 010 720 000 000 305	GenEd Nursing off site 0.5 hr @ \$90/hr	\$45.00	

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1639		Navigate Care Consulting					
		4228		OLDN			BP
				E 01 010 420 000 740 394	SPED offsite 2.25 hrs @ \$90/hr	\$202.50	
PO#:		Voucher #:		9957 Invoice	Invoice No: 6150	1/11/2024	Paid Amt: \$247.50
							Check Amount: \$247.50
		4228		OLDN			BP
				E 01 010 420 000 740 394	SPED onsite 1 hrs @ \$100/hr	\$100.00	
				E 01 010 720 000 000 305	GenEd Nursing off site 0.5 hr @ \$90/hr	\$45.00	
				E 01 010 420 000 740 394	SPED offsite 8.75 hrs @ \$90/hr	\$787.50	
PO#:		Voucher #:		10005 Invoice	Invoice No: 6198	1/31/2024	Paid Amt: \$932.50
							Check Amount: \$932.50
							Vendor Total: \$1,180.00
1634		Nitti Sanitation					
		4228		OLDN			BP
				E 01 005 810 000 000 330	Trash Services	\$1,240.24	
PO#:		Voucher #:		10004 Invoice	Invoice No: 544948	1/31/2024	Paid Amt: \$1,240.24
							Check Amount: \$1,240.24
							Vendor Total: \$1,240.24
1441		Old National					
		4228		OLDN			Wire
				E 01 005 112 000 000 305	service fees	\$539.84	
PO#:		Voucher #:		9971 Invoice	Invoice No: 1.18.24	1/23/2024	Paid Amt: \$539.84
							Check Amount: \$539.84
							Vendor Total: \$539.84
1001		Public Employee Retirement Association					
		4228		OLDN			Wire
				B 01 215 007	PERA	\$3,978.84	
PO#:		Voucher #:		9939 Invoice	Invoice No: S2024130	1/12/2024	Paid Amt: \$3,978.84
							Check Amount: \$3,978.84
		4228		OLDN			Wire
				B 01 215 007	PERA	\$6,531.53	
PO#:		Voucher #:		9977 Invoice	Invoice No: S2024140	1/31/2024	Paid Amt: \$6,531.53
							Check Amount: \$6,531.53
							Vendor Total: \$10,510.37

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1013		Region V Computer Services					
		4228		OLDN			BP
				E 01 005 108 000 000 405	FY24 3rd Quarter Membership Fee	\$2,436.00	
PO#:		Voucher #:		9993 Invoice	Invoice No: 16442	1/31/2024	Paid Amt: \$2,436.00
							Check Amount: \$2,436.00
							Vendor Total: \$2,436.00
1233		Reno Mothes					
		4228		OLDN			BP
				E 01 010 404 000 740 394	DAPE services: 12/5-12/19/23 8.5 hrs @ \$90	\$765.00	
PO#:		Voucher #:		9967 Invoice	Invoice No: WLA-0077	1/11/2024	Paid Amt: \$765.00
							Check Amount: \$765.00
							Vendor Total: \$765.00
1241		Sheila Merzer					
		4228		OLDN			BP
				E 01 010 411 000 740 394	Sheila Merzer, ASD, 2.75 hrs @ \$125/hr	\$343.75	
PO#:		Voucher #:		9996 Invoice	Invoice No: 24140	1/31/2024	Paid Amt: \$343.75
							Check Amount: \$343.75
							Vendor Total: \$343.75
		4228		OLDN			BP
				E 01 010 411 000 740 394	Sheila Merzer, ASD, 2.75 hrs @ \$125/hr	\$343.75	
PO#:		Voucher #:		9997 Invoice	Invoice No: 24146	1/31/2024	Paid Amt: \$343.75
							Check Amount: \$343.75
							Vendor Total: \$687.50
1710		St. Cloud Refrigeration Inc					
		4228		OLDN			BP
				E 01 005 810 000 000 350	Maintenace service contract-Jan	\$1,665.00	
PO#:		Voucher #:		9964 Invoice	Invoice No: C009910	1/11/2024	Paid Amt: \$1,665.00
							Check Amount: \$1,665.00
							Vendor Total: \$1,665.00
1742		Summit Fire Protection					
		4228		OLDN			BP
				E 01 005 810 000 000 305	Sprinkler System Inspection	\$710.00	
PO#:		Voucher #:		9951 Invoice	Invoice No: 130096118	1/11/2024	Paid Amt: \$710.00
							Check Amount: \$710.00
							Vendor Total: \$710.00
		4228		OLDN			BP
				E 01 005 810 000 000 305	Fire extinguisher, exit lights inspections	\$1,380.00	
PO#:		Voucher #:		9952 Invoice	Invoice No: 130096441	1/11/2024	Paid Amt: \$1,380.00
							Check Amount: \$1,380.00
							Vendor Total: \$1,380.00

WOODBURY LEADERSHIP ACADEMY Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1742		Summit Fire Protection					
		4228		OLDN			BP
				E 01 005 810 000 000 305	Fire extinguisher servicing	\$649.95	
PO#:		Voucher #:		9953 Invoice	Invoice No: 130096442	1/11/2024	Paid Amt: \$649.95
							Check Amount: \$649.95
							Vendor Total: \$2,739.95
1098		Teachers on Call					
		4228		OLDN			BP
				E 01 010 201 000 000 305	Oviedo, Elisabeth, 2 days @ \$255.75/day	\$511.50	
PO#:		Voucher #:		9991 Invoice	Invoice No: 153166	1/31/2024	Paid Amt: \$511.50
							Check Amount: \$511.50
							Vendor Total: \$1,278.75
		4228		OLDN			BP
				E 01 010 201 000 000 305	Oviedo, Elisabeth, 3 days @ \$255.75/day	\$767.25	
PO#:		Voucher #:		9992 Invoice	Invoice No: 153421	1/31/2024	Paid Amt: \$767.25
							Check Amount: \$767.25
							Vendor Total: \$1,278.75
1002		Teachers Retirement Association					
		4228		OLDN			Wire
				B 01 215 006	TRA	\$23,038.08	
PO#:		Voucher #:		9941 Invoice	Invoice No: S2024130	1/12/2024	Paid Amt: \$23,038.08
							Check Amount: \$23,038.08
							Vendor Total: \$45,769.07
		4228		OLDN			Wire
				B 01 215 006	TRA	\$22,730.99	
PO#:		Voucher #:		9979 Invoice	Invoice No: S2024140	1/31/2024	Paid Amt: \$22,730.99
							Check Amount: \$22,730.99
							Vendor Total: \$45,769.07
1029		The Home Depot					
		4228		OLDN			BP
				E 01 005 810 000 000 401	Janitorial supplies	\$24.24	
PO#:		Voucher #:		10006 Invoice	Invoice No: 782378756	1/31/2024	Paid Amt: \$24.24
							Check Amount: \$24.24
							Vendor Total: \$2,717.26
		4228		OLDN			BP
				E 01 005 810 000 000 401	Janitorial supplies	\$2,717.26	
PO#:		Voucher #:		10007 Invoice	Invoice No: 783106362	1/31/2024	Paid Amt: \$2,717.26
							Check Amount: \$2,717.26

WOODBURY LEADERSHIP ACADEMY Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1029		The Home Depot					
		4228		OLDN			BP
				E 01 005 810 000 000 401	Janitorial supplies	\$36.66	
PO#:		Voucher #:		10008 Invoice	Invoice No: 783823826	1/31/2024	Paid Amt: \$36.66
							Check Amount: \$36.66
							Vendor Total: \$2,778.16
1703		Towanna Napier					
		4228		OLDN	6213		Check
				E 01 005 760 000 720 360	Student Transportation	\$531.34	
PO#:		Voucher #:		9981 Invoice	Invoice No: 12.21.23	1/31/2024	Paid Amt: \$531.34
							Check Amount: \$531.34
							Vendor Total: \$531.34
1635		USBank					
		4228		OLDN			Wire
				E 01 005 850 000 348 570	Rent	\$104,477.08	
PO#:		Voucher #:		9972 Invoice	Invoice No: 1.5.24	1/23/2024	Paid Amt: \$104,477.08
							Check Amount: \$104,477.08
							Vendor Total: \$104,477.08
1205		Volunteers of America-Minnesota					
		4228		OLDN			BP
				E 01 005 110 000 000 820	Authorizer Fee FY24	\$28,552.00	
PO#:		Voucher #:		9946 Invoice	Invoice No: 1/2/2024	1/11/2024	Paid Amt: \$28,552.00
							Check Amount: \$28,552.00
							Vendor Total: \$28,552.00
1417		VOYA					
		4228		OLDN			Wire
				B 01 215 011	TSA	\$1,739.90	
PO#:		Voucher #:		9942 Invoice	Invoice No: S2024130	1/12/2024	Paid Amt: \$1,739.90
							Check Amount: \$1,739.90
							Vendor Total: \$1,739.90
		4228		OLDN			Wire
				B 01 215 011	TSA	\$1,739.90	
PO#:		Voucher #:		9980 Invoice	Invoice No: S2024140	1/31/2024	Paid Amt: \$1,739.90
							Check Amount: \$1,739.90
							Vendor Total: \$3,479.80
1746		Walls of Art LLC					
		4228		OLDN			BP
				E 01 005 810 000 000 305	Gym WLA mural 50% down	\$6,500.00	
PO#:		Voucher #:		9954 Invoice	Invoice No: 2087	1/11/2024	Paid Amt: \$6,500.00
							Check Amount: \$6,500.00

WOODBURY LEADERSHIP ACADEMY

Detail Payment Register By Vendor

Code	Rcd	Vendor	Co	Bank	Check No	Pmt/Void Date	Pmt Type
1746		Walls of Art LLC					
			4228	OLDN			BP
				E 01 005 810 000 000 305	Gym WLA mural Final pymt	\$6,500.00	
PO#:		Voucher #:		9995 Invoice	Invoice No: 2087.2	1/31/2024	Paid Amt: \$6,500.00
							Check Amount: \$6,500.00
							Vendor Total: \$13,000.00
1632		Xcel Energy					
			4228	OLDN			Wire
				E 01 005 810 000 000 330	Electric	\$4,905.62	
PO#:		Voucher #:		9983 Invoice	Invoice No: 860735098	1/31/2024	Paid Amt: \$4,905.62
							Check Amount: \$4,905.62
							Vendor Total: \$12,399.49
			4228	OLDN			Wire
				E 01 005 810 000 000 330	Electric	\$4,843.79	
PO#:		Voucher #:		9984 Invoice	Invoice No: 860927447	1/31/2024	Paid Amt: \$4,843.79
							Check Amount: \$4,843.79
							Vendor Total: \$12,399.49
			4228	OLDN			Wire
				E 01 005 810 000 000 330	Electric	\$2,650.08	
PO#:		Voucher #:		9985 Invoice	Invoice No: 860962827	1/31/2024	Paid Amt: \$2,650.08
							Check Amount: \$2,650.08
							Vendor Total: \$12,399.49
1737		Zayo Group LLC					
			4228	OLDN			BP
				E 01 005 810 000 000 320	Telecommunications service 1.1-1.31.24	\$260.61	
PO#:		Voucher #:		9994 Invoice	Invoice No: 2.02401E+12	1/31/2024	Paid Amt: \$260.61
							Check Amount: \$260.61
							Vendor Total: \$260.61
							Report Total: \$639,399.03

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	
1983	4228	OLDN	CR0124														
FY24 IDEAS				2004	Credit	A	01/12/24	Check	1	M				Miscellaneous Customer			
							4228	R	01	005	000	000	000	211	FY24 GEn Ed		
															271,810.90	0.00	
															Receipt Total:	\$271,810.90	\$0.00
															Deposit Total:	\$271,810.90	\$0.00
1984	4228	OLDN	CR0124														
FY24 SERVS				2005	Credit	A	01/19/24	Check	1	M				Miscellaneous Customer			
							4228	R	01	005	000	000	401	400	FY24 Title I Draw		
															9,049.83	0.00	
															Receipt Total:	\$9,049.83	\$0.00
															Deposit Total:	\$9,049.83	\$0.00
1985	4228	OLDN	CR0124														
FY24 SERVS				2006	Credit	A	01/25/24	Check	1	M				Miscellaneous Customer			
							4228	R	01	005	000	012	401	400	FY24 Title I Draw		
															1,301.72	0.00	
															Receipt Total:	\$1,301.72	\$0.00
															Deposit Total:	\$1,301.72	\$0.00
1986	4228	OLDN	CR0124														
FY24 IDEAS				2007	Credit	A	01/30/24	Check	1	M				Miscellaneous Customer			
							4228	R	01	005	000	000	000	211	General Education Aid		
							4228	B	01	121	000				Due Fm Mn Children		
															272,504.81	0.00	
															1,286.15	0.00	
															Receipt Total:	\$273,790.96	\$0.00
															Deposit Total:	\$273,790.96	\$0.00
FY24				2008	Debit	A	01/30/24	Check	1	M				Miscellaneous Customer			
							4228	B	01	121	000				FY23 GEn Ed Aid		
							4228	B	01	121	000				Fy23 Charter Sch Lease		
															(47.80)	0.00	
															(10,577.70)	0.00	
															Receipt Total:	(\$10,625.50)	\$0.00
															Deposit Total:	\$263,165.46	\$0.00
1987	4228	OLDN	CR0124														
FY24 Jan Milk Deposits				2009	Credit	A	01/31/24	Check	1	M				Miscellaneous Customer			
							4228	R	01	005	000	000	000	050	Jan Milk sales		
															150.00	0.00	
															Receipt Total:	\$150.00	\$0.00
															Deposit Total:	\$150.00	\$0.00
1988	4228	OLDN	CR0124														
1.31.24 Deposit				2010	Credit	A	01/31/24	Check	1	M				Miscellaneous Customer			
							4228	R	01	005	000	000	000	050	Milk Sales		
															2.25	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
1988	4228	OLDN	CR0124													
1.31.24 Deposit																
			2010	Credit	A	01/31/24		Check	1	M						Miscellaneous Customer
						4228	R 01 005 000 000 000	621		Sale Mat-Resale Mat					139.55	0.00
						4228	R 01 005 000 000 000	050		Archerty Club Dues					350.00	0.00
						4228	R 01 005 000 000 000	050		Gr 5/5 FT Bowling					20.00	0.00
						4228	R 01 005 000 000 000	050		Gr 5 JA Biztown FT					318.00	0.00
						4228	R 01 005 000 000 000	050		Gr6 FT State Capitol					500.00	0.00
						4228	R 01 005 000 000 000	050		Gr4 FT Science Museum					1,028.00	0.00
						4228	R 01 005 000 000 000	093		Center for Responsive host s					2,500.00	0.00
						4228	R 01 005 000 000 000	096		FY24 Donations					654.70	0.00
						4228	E 01 010 605 000 000	560		Toshiba-terminate copier leas					202.97	0.00
														Receipt Total:	\$5,715.47	\$0.00
														Deposit Total:	\$5,715.47	\$0.00
1989	4228	OLDN	CR0124													
FY24 Jan Interest																
			2011	Credit	A	01/31/24		Check	1	I						Interest
						4228	R 01 005 000 000 000	092		Interest Earnings					7,414.21	0.00
														Receipt Total:	\$7,414.21	\$0.00
														Deposit Total:	\$7,414.21	\$0.00
														Report Total:	\$898,850.04	\$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
5224	202406	12/31/2023	P	JE	118/202	Due to Due from thru 12.31.2	Hanover July-ABC Ins	B	50	205	000				Due To Other Funds	0.00	9,896.15
							Hanover July-ABC Ins	B	50	205	000				Due To Other Funds	0.00	125.00
							USBank July-Admin fees	B	50	205	000				Due To Other Funds	0.00	2,500.00
							BestFlanagan-Aug	B	50	205	000				Due To Other Funds	0.00	1,532.51
							BestFlanagan-Aug	B	50	205	000				Due To Other Funds	0.00	250.00
							BestFlanagan-Aug	B	50	205	000				Due To Other Funds	0.00	250.00
							MN Attorney Gernal Aug	B	50	205	000				Due To Other Funds	0.00	25.00
							WA County-Sept	B	50	205	000				Due To Other Funds	0.00	121.94
							WA County-Sept	B	50	205	000				Due To Other Funds	0.00	88.66
							WA County-Sept	B	50	205	000				Due To Other Funds	0.00	681.20
							MNDept Labor-Elevator Nov	B	50	205	000				Due To Other Funds	0.00	300.00
							Abdo-Dec Audit	B	50	205	000				Due To Other Funds	0.00	4,750.00
							USBank July-Admin fees	E	50	005	110	000	000	305	Consult/Fees For Svc	2,500.00	0.00
							MN Attorney Gernal Aug	E	50	005	110	000	000	305	Consult/Fees For Svc	25.00	0.00
							BestFlanagan-Aug	E	50	005	111	000	000	305	Consult/Fees For Svc	1,532.51	0.00
							BestFlanagan-Aug	E	50	005	111	000	000	305	Consult/Fees For Svc	250.00	0.00
							BestFlanagan-Aug	E	50	005	111	000	000	305	Consult/Fees For Svc	250.00	0.00
							Abdo-Dec Audit	E	50	005	116	000	000	305	Consult/Fees For Svc	4,750.00	0.00
							MNDept Labor-Elevator Nov	E	50	005	810	000	000	820	Dues-Memberships-Lic-Fee	300.00	0.00
							WA County-Sept	E	50	005	850	000	000	896	Taxes/Special Assessment	121.94	0.00
							WA County-Sept	E	50	005	850	000	000	896	Taxes/Special Assessment	88.66	0.00
							WA County-Sept	E	50	005	850	000	000	896	Taxes/Special Assessment	681.20	0.00
							Hanover July-ABC Ins	E	50	005	940	000	000	340	Insurance	9,896.15	0.00
							Hanover July-ABC Ins	E	50	005	940	000	000	340	Insurance	125.00	0.00
<table border="1" style="display: inline-table; border-collapse: collapse;"> <tr> <td style="padding: 2px 10px;">\$20,520.46</td> <td style="padding: 2px 10px;">\$20,520.46</td> </tr> </table>																\$20,520.46	\$20,520.46
\$20,520.46	\$20,520.46																



Meeting: Finance Committee Meeting Agenda/Minutes

Date: Wednesday, February 14, 2024

Time: 4:30 pm

Location: Virtual Meeting

Meeting Minutes

Meeting Call to Order and Roll Call - 4:30

Members present - Dr. Mortensen, Judith Darling, Mandi Folks, Jolene Skordahl

Members not present - Dustin J. Reeves

WLA Mission & Vision – Jolene Skordahl

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 January 2024 - discussion ensued.
2. 2nd bid for landscape survey company (playground) - Dr. Mortensen
 - a. [HGA Landscape](#)
 - b. [Kimley Horn](#)
3. PTO balances for next year - Dr. Mortensen, Tabled for further discussion.
 - a. [ESST Document](#)
4. Renewal for Old National Line of Credit - Dr. Mortensen, committee recommend continuing line of credit per Judith and Dustin review.
5. APEX Contract review - Dr. Mortensen
6. Navigate, school nurse contract. - Dr. Mortensen
7. Designs for Learning - SPED contract - Dr. Mortensen
8. Summer school Grades 3-5 - Dr. Mortensen, ESSER Fund use
9. Title Fund use - Dr. Mortensen
10. Construction bids for building "A", first floor - Dr. Mortensen
 - a. [Rochon Bid](#)
 - b. [Wexford Bid](#)

Housekeeping - Review PTO Balances for next year - Dr. Mortensen
Review playground, soccer field bid & first floor remodel bids. - Judith ,
Special education contracted services, individual contracts.

Next Regularly Scheduled WLA Board of Directors Finance Committee Meeting -

*NOTE: Date and time change.

Date: Wednesday, March 7@9:00 am

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

Adjournment @ 5:40

WEXFORD

COMMERCIAL CONSTRUCTION

2/9/2024

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

RE: WLA 1st floor 2024 Modifications
8089 Globe Drive
Woodbury, MN 55125

Dear Kathy,

I am pleased to offer the following budgetary proposal based upon site visits and discussions with you on site and attached plan dated 2.6.24. The following items have been included in this proposal:

GENERAL CONDITIONS

1. Building Permit
2. Architectural costs – Budget of \$7,500
3. Supervision
4. Dumpsters
5. Temporary Enclosures
6. Final Professional Clean
7. Liability and Builders Risk Insurance

Demolition

Demo and remove the following:

1. Drywall partitions per plans
2. Flooring and adhesive
3. Doors frames and hardware per plans
4. Ceiling tile where walls removed
5. Electrical

Rough Carpentry

1. Supply and install backing in walls as required. An allowance of \$790 is included for this

Doors, Frames, and Hardware

1. Relocate approximately (3) doors, frames and hardware
2. Supply and install (7) new door packages to match existing per plans

Glass and Glazing

1. Supply and install glass in sidelights. An allowance of \$1,250 is included for this

Drywall

1. Patch at walls removed and affected due to demolition
2. Construct new walls per plan, insulated, to ceiling grid at all locations per plans
3. Install door frames in new walls

Acoustical

1. Patch ceiling tile where walls removed and at new walls to grid per plans

Flooring

1. Supply and install VCT and vinyl base at Special Education area and coat rooms
2. Supply and install carpet and base at all other areas affected by construction

Paint/Wall Covering

1. Paint new and affected walls throughout affected by construction
2. Paint all relocated and new door frames

Fire Extinguishers

1. Supply and install up to (4) fire extinguishers

Fire Protection

1. Add or relocate sprinkler heads per code for new layout

HVAC

1. Relocate existing sensors, thermostats, diffusers and returns for new layout

Electrical

1. Cut power at top of walls to be removed and make safe.
2. Relocate existing lights for new layout
3. Supply and install general duty outlets and phone/data boxes with pullstrings as needed at new walls

Fire alarm

1. An allowance of \$5,000 is included for fire alarm work if required

TOTAL PROJECT BUDGET COST = \$176,000

Approximate cost breakout by Area:

- **Office/Conference - \$5,000**
- **Kindergarten area - \$95,000**
- **Coat areas in center - \$65,000**
- **SPED Area - \$11,000**

PROJECT SCHEDULE

We have outlined below the major phases of work to be completed prior to commencement of construction as well as the construction duration. This information is provided to assist you in communicating realistic occupancy and project completion dates with your customer. *Please note the completion of the drawings and obtaining a building permit are estimates based on our previous work history. We do not have the ability to control the actual time frame for these activities.*

Tasks To Be Completed **Required Time Allowance** *In (d)ays or (w)eeks* Complete Construction Drawings 3-4 weeks Apply & Obtain Building Permit 2-3 weeks Long Lead Material Deliveries TBD **Total Lead Time (From Signed Contract to Construction Start)** TBD Construction Duration 4-6 weeks **Total Project Schedule (From Signed Contract to Construction Completion)** TBD

In addition to the scope of work outlined above, Wexford Commercial Construction LLC can include the following items, including setup and installation, as part of your complete construction package: Office furniture

- Access control and security systems
- Voice and data wiring & cabling
- Audio/video, sound and paging system

If you would like us to provide pricing on any of these items, please let me know.

CLARIFICATIONS

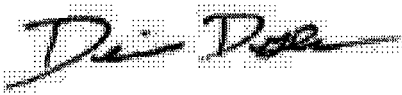
1. This proposal expires no later than (30) days preceding the date on this proposal, or, either at the discretion of the contractor or it is discovered that either material and/or labor prices have increased within that time period of expiration or execution of this contract. If either, or any has occurred, the general contractor of this contract are entitled to adjustments to accommodate such increases, changes, or accommodations necessary to the contract.
2. No allowance in this price for costs related to upgrading existing demising walls or separation wall between office area and warehouse due-to this tenant's occupancy classification or adjacent tenant's occupancy classification, unless specifically shown on plan.
3. All changes to the contract scope of work must be authorized in writing, in advance by the party responsible for payment.
4. No SAC/WAC fees are included.
5. This proposal assumes that all existing conditions and equipment to remain and serve the needs of the project site exist in good working order and comply with code requirements.
6. Proposal is based on the work being performed during normal business hours, 7:00am to 3:30pm, Monday through Friday.
7. No costs have been included for any ADA upgrades or 20% rule.
8. No costs have been included to relocate tenant's existing furniture and/or equipment for new construction.
9. No costs are included for keying or re-keying of doors.
10. Floor work pricing includes removal of existing flooring visible at this time. No costs have

6800 France Ave South, Suite 555, Edina, MN 55435 // www.WexfordCC.com // Page 3
been included to remove additional layers of flooring, which may be discovered during demolition.

11. Proposal includes new ceiling tile and grid as required to patch existing. Please note that these new materials may be of a different color than those existing.
12. Proposal assumes that sufficient HVAC heating/cooling unit exists to serve the needs of this space.
13. No costs are included for phone or data cabling.
14. No costs have been included for repairing existing light fixtures or equipment. 15. This proposal assumes that all existing conditions and equipment to remain and serve the needs of the project site exist in good working order and comply with code requirements.

Thank you for the opportunity to provide you with this proposal. We would appreciate the opportunity to join your team for this important project. If you should have any questions, please contact me.

Respectfully,

A handwritten signature in black ink, appearing to read "Dan Dea", is positioned above the typed name and title.

President
Wexford Commercial Construction

TERMS AND CONDITIONS

1. The work authorized herein relates to the specifications on the previous pages of this Proposal or those attached hereto and does not cover pre-existing deficiencies. Progress payments will be invoiced periodically based upon the project. Upon completion of the project, a final invoice will be issued for the remaining balance. Payments received later than thirty (30) days after the final invoice date will be subject to a monthly service charge of one and one-half percent (1-1/2%) of the outstanding balance. You agree to pay Wexford Commercial Construction's attorney fees and court costs as incurred in collecting amounts owed by you. The contract priced is based on completion during normal business hours, unless stated otherwise, and you agree to provide access to the job site as required for completion of the work. Any changes, additions, deletions to or from this proposal must be agreed to by both you and Wexford. Any alterations or deviation from specifications in the Proposal involving extra costs will be executed only upon written order, and will become an extra charge over and above the cost total shown on this Proposal. Additional work is held to the same payment terms as stated.
2. The materials and workmanship furnished under this Proposal shall comply with all State and Local regulations governing such work. The cost quoted includes required insurance and permit/inspection fees. Wexford shall not be held responsible or liable for any loss, damage, or delay due to circumstances beyond its control. If you transfer or lose your interest in the project herein before the fulfillment of this Proposal, the full unpaid amount of the work completed to date under this contract shall be due and payable immediately. All equipment, material, and labor installed under this proposal shall be guaranteed for one (1) year from the date of completion unless otherwise noted, or in accordance with the manufacturer's warranty. Wexford shall be limited to the replacement of defective parts only.
3. This Proposal including all attachments hereto is the entire agreement between you and Wexford.

ACCEPTANCE OF PROPOSAL: The proposed cost and specifications herein are satisfactory and are hereby accepted. Authorization is granted to perform as specified. In signing this document, both parties do agree to all terms and conditions set forth on all pages of this document. This proposal expires no later than (30) days proceeding the date on this proposal, or, either at the discretion of the contractor or it is discovered that either material and/or labor prices have increased within that time period of expiration or execution of this contract. If either, or any has occurred, the general contractor of this contract are entitled to adjustments to accommodate such increases, changes, or accommodations necessary to the contract.

Customer Signature Date

Title

Date: 2/9/24

Project: WLA 1st floor 2024

Contact: Devin Doyle 952-746-3407

Plans: Dated 2/6/24

SECTION DESCRIPTION VALUE 1000 GENERAL CONDITIONS/FEE \$13,880 1041
SUPERVISION \$8,200 1015 PERMITS \$2,374 1150 DUMPSTERS \$1,200 1200
ARCHITECTURAL FEES \$7,500 1450 INSURANCE \$2,011 1523 TEMPORARY
ENCLOSURES \$1,275 1710 FINAL CLEANING \$2,000 2050 DEMOLITION \$10,000
6000 ROUGH CARPENTRY \$790 8200 DOORS/HARDWARE \$22,520 8800
GLASS/GLAZING \$1,250 9250 DRYWALL \$18,500 9500 ACOUSTICAL CEILINGS
\$5,500 9650 CARPET/BASE \$28,500 9900 PAINT/WALLCOVERING \$10,000
10520 FIRE EXTINGUISHERS \$500 15500 FIRE PROTECTION \$7,500 15600 HVAC
\$6,500 16001 ELECTRICAL \$16,000 16721 FIRE ALARMS \$5,000 17001
CONSTRUCTION CONTINGENCY \$5,000

TOTAL PROJECT COST \$176,000

November 17, 2023

Writer's Direct Dial 612-758-4275

Mr. Ben Broderick
Principal
Woodbury Leadership Academy
8089 Globe Drive
Woodbury, Minnesota 55125
bbroderick@wlamn.org

Re: Woodbury Leadership Academy
Proposal for Civil Engineering and Landscape Architecture Services

Dear Mr. Broderick:

HGA is pleased to submit the below Proposal for Civil Engineering and Landscape Architecture Services for the Woodbury Leadership Academy project.

PROJECT DESCRIPTION

Woodbury Leadership Academy (WLA) serves K-8 students with a commitment to building strong academic skills and developing exceptional leadership characteristics. WLA is currently planning to improve their existing exterior facilities at 8089 Globe Drive in Woodbury. Plans include the construction of a playground area (55'-6" x 104') and adjacent parking lot along with up to four (4) future pickle ball courts and a future pavilion. The pavilion will require sanitary sewer and water services for its anticipated full build-out operations. The project also needs to provide sufficient stormwater management in compliance with current regulations. Construction of the planned improvements is anticipated to start in Spring 2024.

Anticipated Site Work for this Project includes:

- Construction of a parking lot (up to 11 parking stalls) and sidewalk for connection to Globe Drive.
- Rough grading and earthwork for the playground.
- Extension of sanitary sewer and water service connection for the future pavilion.
- Rough grading for four (4) future pickle ball courts.
- Landscape plantings.
- Construction of stormwater management features and storm sewer to meet the City of Woodbury and South Washington Watershed District requirements.

OWNER SUPPLIED INFORMATION

HGA will rely on the accuracy and completeness of the following Owner-supplied items:

- An updated land survey showing the site boundary, topography, utilities and trees in AutoCAD drawing format. The survey will be completed by a licensed land surveyor under a separate agreement with the Owner.
- A geotechnical investigation characterizing site soils with recommendations regarding proposed building pad and pavement sub-grade preparation, support of buried utilities and storm water infiltration. The geotechnical investigation and report will be completed by a geotechnical engineer under a separate agreement with the Owner.

HGA can assist the Owner with obtaining proposals from consultants that provide these Professional Services.

SCOPE OF CIVIL ENGINEERING AND LANDSCAPE ARCHITECTURE SERVICES

Specific work tasks necessary to complete the Design and Construction Documents are:

1. Schematic Design/Review Phase

- a. Review the site survey, geotechnical report(s) and other site information supplied by the Owner.
- b. Obtain record drawings available from the City, or other sources, for information on public utilities on or near the site.
- c. A civil engineer will contact or meet with City staff to confirm the site plan review, permitting and submittal requirements. Other regulatory agencies will also be contacted to confirm applicable permitting requirements.
 - 1) A civil engineer will review the proposed site layout, grading, drainage, stormwater management and utility plans with City staff to identify project specific concerns.
 - 2) It is assumed that one (1) meeting with City or other agency staff may occur.
- d. A civil engineer will work with the landscape architect and Owner to prepare a schematic site plan that shows the proposed site improvements. It is assumed that up to two (2) meetings with the Owner may occur during the design/review phase.
- e. Required site plans will be submitted to the City for review. Civil site plan review drawings typically include site layout, parking, traffic circulation, paving, grading, drainage, site utilities and erosion control plans.
- f. Storm-water management computations, as required to determine configuration of updated storm-water management provisions and for agency review, will be completed.
 - 1) Storm-water management practices may include storm-water basins, bio-filtration areas, underground pretreatment devices and infiltration chambers, and/or other acceptable Best Management Practices.
- g. Plan review comments from the City and other reviewing agencies will be addressed through dialogue with the reviewing agency and drawing revisions (if

required). It is assumed that one (1) meeting with City staff to discuss review comments may occur.

2. Construction Documents Phase

- a. After completion of the Design/Review Phase and City Site Plan Review, Construction Documents will be prepared.
- b. During preparation of the Construction Documents, a civil engineer will attend Project Team Meetings as required to coordinate final design and documentation.
- c. It is assumed that up to three (3) meetings with the Project Team will occur. Construction Documents will generally consist of the following drawings and technical specifications for site work:
 - 1) Site Survey (survey by others)
 - 2) Erosion/Sediment Control Plan
 - 3) Erosion Control Details
 - 4) Site Demolition Plan
 - 5) Site Layout and Surfacing Plan
 - 6) Site Grading and Drainage Plan
 - 7) Stormwater Management Plan and Details
 - 8) Site Utility Plan
 - 9) Enlarged Site Plans (if required)
 - 10) Site Construction Details
 - 11) Planting Plans

3. Bidding and Construction Phase Services

- a. Respond to bidder inquiries, issue addenda (if required) and review bids.
- b. Make periodic site visits to observe construction and verify general conformance with the plans and specifications.
- c. Provide clarification or interpretation of Construction Documents.
- d. Review required shop drawing submittals.
- e. Make a final site visit to review completed site work and identify incomplete work. It is assumed that up to two (2) site visits will be made to observe construction and prepare a final punch list.

ADDITIONAL SERVICES

The following items can be provided by HGA as Additional Services, if requested:

- A. Attendance at meetings beyond those described above.
- B. Preparation of exhibits or presentation materials for public hearings or meetings.
- C. Site or exterior lighting design.
- D. Landscape architectural services for coordination of a playground installation.
- E. Construction inspection services.

COMPENSATION

Compensation for HGA's Services as outlined above will be on an Hourly Rate basis at a multiple of 2.3 times Direct Personnel Expense (DPE) up to a maximum amount of \$8,000, plus Reimbursable Expenses billed at HGA's cost times a multiplier of 1.05, estimated at \$600.

The maximum fee amount is broken down as follows:

Schematic Design	\$1,400
City Submittals for Site Plan Approval	\$2,800
Construction Documents/Stormwater Permit	\$1,750
Construction Administration Phase/Review Phase	\$1,050
Planting Plans	\$2,800
<hr/>	
Total Maximum Fee Amount	\$9,800

DPE is the salary of individual HGA personnel engaged on the project, plus the cost of their mandatory and customary contributions and benefits.

Reimbursable Expenses are defined as the actual expenditures made by HGA in the interest of the Project for expenses such as mileage for site visits and printing for permit submittals.

TIME OF PERFORMANCE

Design/Review drawings could be completed for submittal to the City within four (4) weeks after receiving a complete land survey, the selected concept plan for the project, and an initial meeting with City Staff to review the proposed project and submittal requirements.

HGA appreciates the opportunity to submit this Proposal and the prospect of continuing design work with you on the Globe Drive site in Woodbury. Please contact me (ehansen@hga.com or 612-758-4275) with any questions regarding this Proposal or require additional information about HGA.

Sincerely,



Erik A. Hansen, PE
Senior Civil Engineer

Attachment: WLA Pavilion SD Option 2.pdf

cc: Leah Knapp, HGA
Ted Lee, HGA



WOODBURY LEADERSHIP ACADEMY

SITE PLAN

A100

PRELIMINARY
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ATHLETIC FIELD

POND

WLA

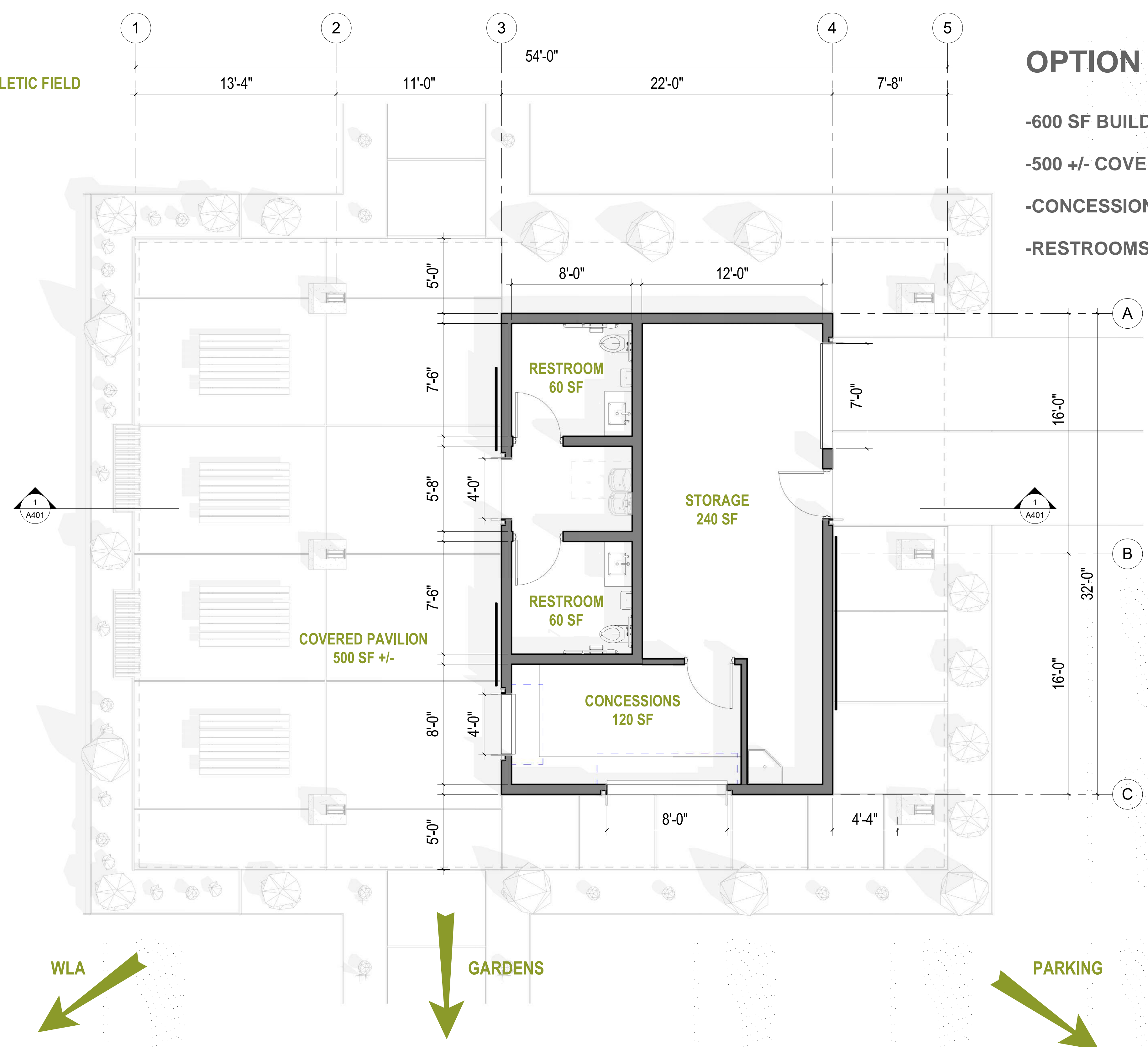
GARDENS

PARKING

PICKLEBALL

OPTION 2 FEATURES

- 600 SF BUILDING
- 500 +/- COVERED OUTDOOR PATIO
- CONCESSIONS FACING PARKING AND PATIO
- RESTROOMS FACING COVERED PATIO

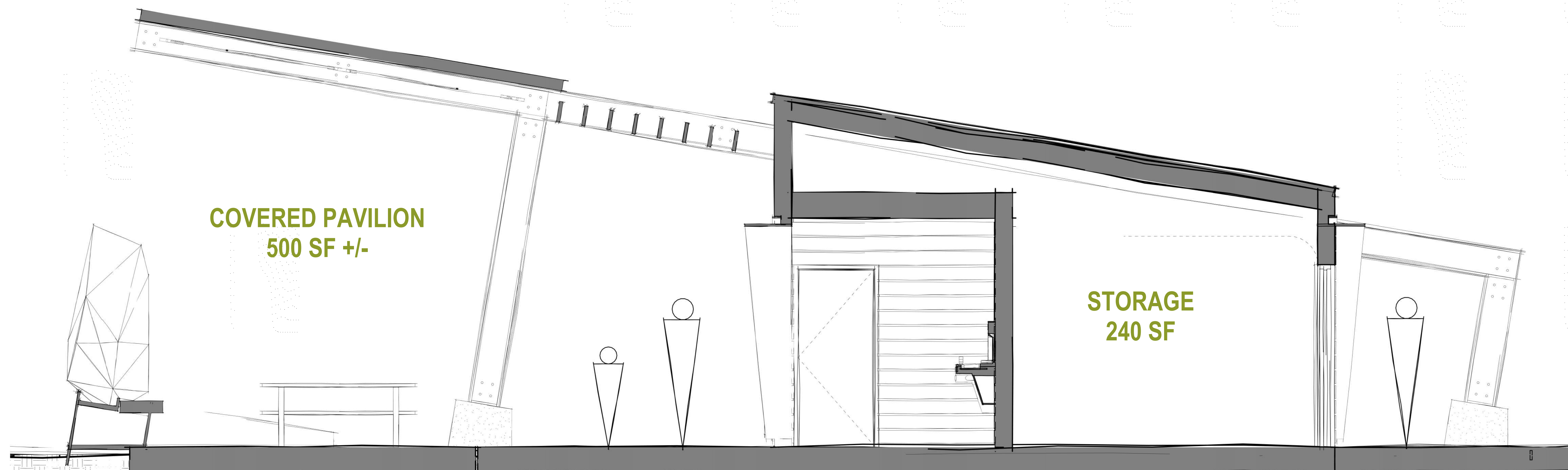


WLA PAVILION - OPTION 2

FLOOR PLAN

A101

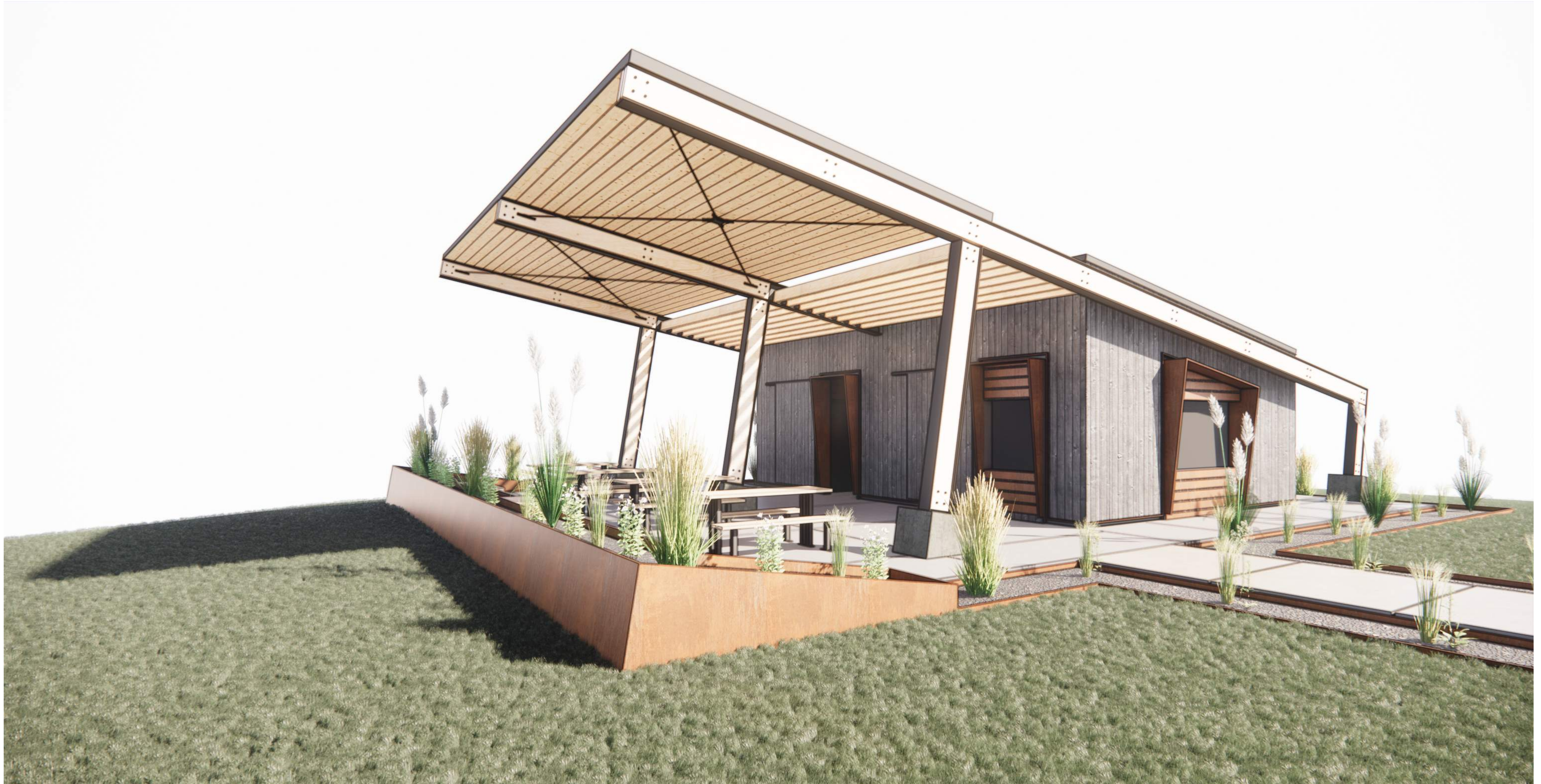
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WLA PAVILION - OPTION 2
BUILDING SECTIONS

A401

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WLA PAVILION - OPTION 2

RENDERING

A901

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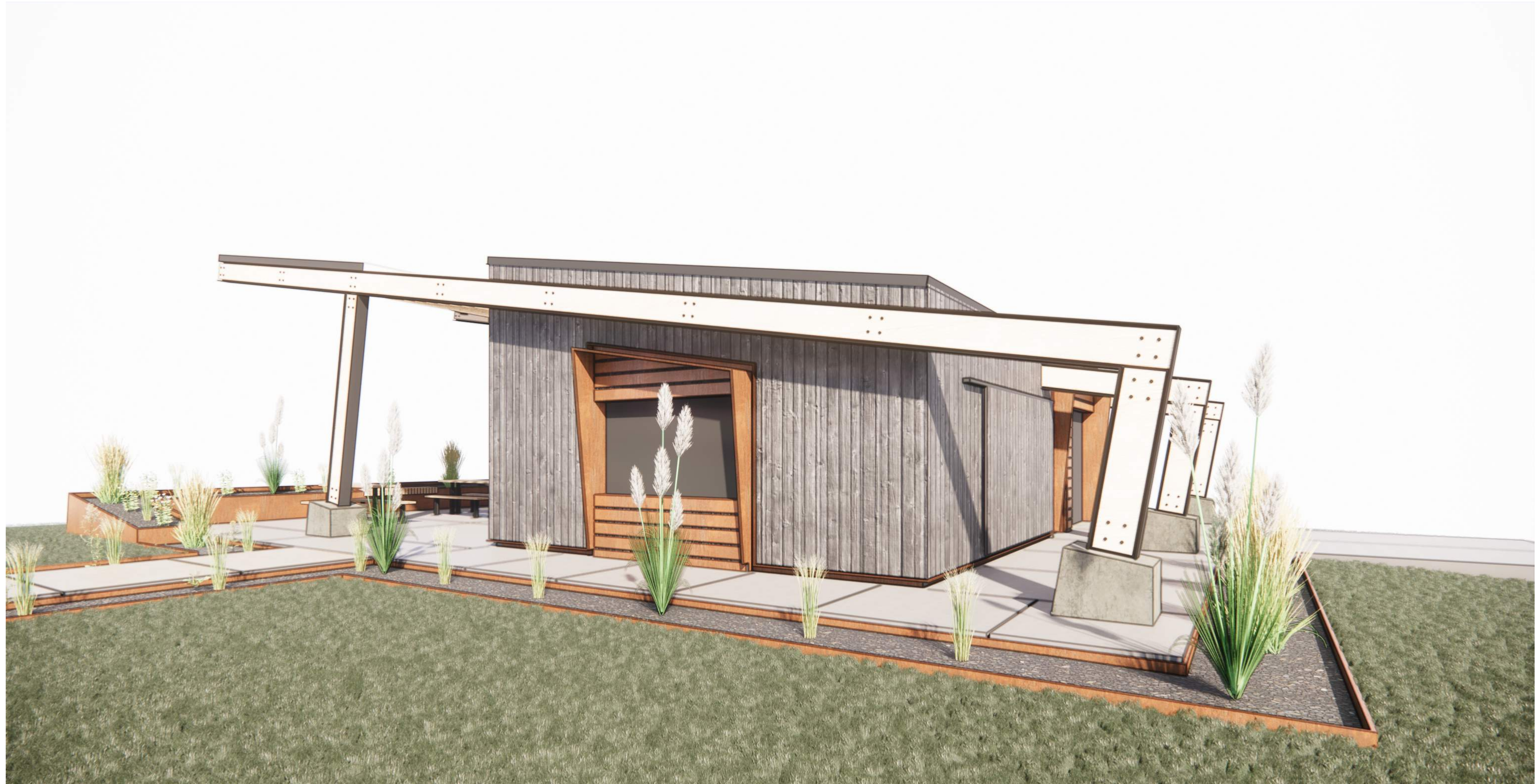


WLA PAVILION - OPTION 2

RENDERING

A902

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WLA PAVILION - OPTION 2

RENDERING

A903

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Earned sick and safe time employee notice

Employees in Minnesota are entitled to earned sick and safe time, a form of paid leave. Woodbury Leadership Academy grants this time in the form of Personal Time Off (PTO). The policy for PTO at WLA is more generous than that required by the new law, and is front-loaded at the time of employment. (The new law requires Employees earn at least one hour of earned sick and safe time for every 30 hours they work, up to at least 48 hours in a year.) A year for purposes of the employee's sick and safe time benefit is the school's fiscal year: July 1 to June 30 of the following year.

WLA is working towards reporting the sick and safe time (PTO) hours available, as well as those that have been used in the most recent pay period, on employee's earnings statements for the end of each pay period. Until this is available, statements will be emailed to each employee at the end of each period with this information. Earned sick and safe time must be paid at the same hourly rate employees earn from employment. Employees are not required to seek or find a replacement for their shift to use earned sick and safe time. They may use earned sick and safe time (PTO) for all or part of a shift, depending on their need, with the minimum time taken of a 2-hour block.

Earned sick and safe time can be used for:

- an employee's mental or physical illness, treatment or preventive care;
- the mental or physical illness, treatment or preventive care of an employee's family member;
- absence due to domestic abuse, sexual assault or stalking of an employee or their family member;
- closure of an employee's workplace due to weather or public emergency or closure of their family member's school or care facility due to weather or public emergency; and
- when determined by a health authority or health care professional that an employee or their family member is at risk of infecting others with a communicable disease.

Notifying employer, documentation

An employer can require their employees to provide up to seven days of advance notice when possible (for example, when an employee has a medical appointment scheduled in advance) before using sick and safe time. An employer can also require their employees to provide certain documentation regarding the reason for their use of earned sick and safe time if they use it for more than three consecutive days.

If an employee plans to use earned sick and safe time for an appointment, preventive care or another permissible reason they know of in advance, inform the Office Manager (Casidee Schrandt) and their Supervisor by email as far in advance as possible. In situations where an employee cannot provide advance notice, the employee should contact the Office Manager (Casidee Schrandt) and their Supervisor by email as soon as they know they will be unable to work.

Retaliation, right to file complaint

It is against the law for an employer to retaliate, or to take negative action, against an employee for using or requesting earned sick and safe time or otherwise exercising their earned sick and safe time rights under the law. If an employee believes they have been retaliated against or improperly denied earned sick and safe time, they can file a complaint with the Minnesota Department of Labor and Industry. They can also file a civil action in court for earned sick and safe time violations.

For more information

Contact the Minnesota Department of Labor and Industry’s Labor Standards Division at 651-284-5075 or esst.dli@state.mn.us or visit the department’s earned sick and safe time webpage at dli.mn.gov/sick-leave.

This document contains important information about your employment. Check the box at the left to receive this information in this language.

Spanish/Español	Este documento contiene información importante sobre su empleo. Marque la casilla a la izquierda para recibir esta información en este idioma.
Hmong/Hmoob	Daim ntawv no muaj cov xov tseem ceeb hais txog thaum koj ua hauj lwj. Khij lub npauv ntwm sab laug yog koj xav tau cov xov tseem ceeb no txhais ua lus Hmoob.
Vietnamese/Việt ngữ	Tài liệu này chứa thông tin quan trọng về việc làm của quý vị. Đánh dấu vào ô bên trái để nhận thông tin này bằng Việt ngữ.
Simp. Chinese/简体中文	本文件包含与您的雇用相关的重要信息。勾选左边的方框将接收以这种语言提供的信息。
Russian/русский	Данный документ содержит важную информацию о вашем трудоустройстве. Отметьте галочкой квадрат слева для получения этой информации на данном языке.
Somali/Soomaali	Dokumentigan waxaa ku qoran macluumaad muhiim ah oo ku saabsan shaqadaada. Calaamadi sanduuqan haddii aad rabto inaad macluumaadkan ku hesho luqaddan.
Laotian/ລາວ	ອອກຂໍ້ສານນີ້ມີຂໍ້ມູນທີ່ສໍາຄັນກ່ຽວກັບການຈ້າງງານຂອງທ່ານ. ກວດເບິ່ງກ່ອງທີ່ຜູ້ເປື້ອງຊ້າຍເພື່ອຮັບຂໍ້ມູນນີ້ໃນພາສານີ້.
Korean/한국어	이 문서에는 귀하의 고용 형태에 관련된 중요한 정보가 담겨있습니다. 이 언어로 이 정보를 받기를 원하시면 왼쪽 상자에 체크하여 주세요.
Tagalog/Tagalog	Ang dokumentong ito ay nagtataglay ng mahalagang impormasyon tungkol sa iyong pagtatrabaho. Lagyan ng tsek ang kahon sa kaliwa upang matanggap ang impormasyong ito sa wikang ito.
Oromo/Oromoo	Waraqaan kun waayee hojii keetii odeeffannoo barbaachisoo ta’an qabatee jira. Saaxinnii karaa bitaatti argamu kana irratti mallattoo godhi yoo afaan Kanaan barreeffama argachuu barbaadde.
Amharic/አማርኛ	ይህ ደቡብን ለተሰጠው የሥራ ስምምነት ለሰፈረው መረጃ የያዘ ነው። ይህንን ደቡብን በስተገራ በኩል ባለው ቋንቋ ተተርጉሞ ለንዲሰጡት ክፍለ-ባዕድ በስተገራ በኩል ባለው ሰጥን ውስጥ ምልክት ያድርጉ።
Karen/ကညီကျိာ်	လိာ်တိာ်လိာ်တိာ်ခါအံ့လိာ်သုာ်တိာ်ဂုာ်တိာ်ကျိာ်အကျိာ်ဒိာ်လိာ်အဘိာ်သးဒီးန့တိာ်ဖံးတိာ်မးန့ဒ်လိာ်. တိာ်ဒိာ်တိာ်ဒီးလိာ်အဘိာ်သုာ်တိာ်ဂုာ်တိာ်ကျိာ်လိာ်ကျိာ်တိာ်ခါအံ့လိာ်တိာ်ဂုာ်.
Arabic/العربية	يحتوي هذا المستند على معلومات مهمة حول عملك. ضع علامة في المربع على اليمين للحصول على هذه المعلومات في هذه اللغة.

February 2, 2024

Mr. Ben Broderick
Woodbury Leadership Academy
8089 Globe Drive
Woodbury, MN 55125

**RE: Site Master Planning for Outdoor Recreation Addition
Woodbury Leadership Academy
Woodbury, MN**

Dear Mr. Broderick:

Kimley-Horn and Associates, Inc. (“Kimley-Horn” or “Consultant”) is pleased to submit this letter agreement (the “Agreement”) to Woodbury Leadership Academy (“Client”) for providing site master planning services for the development of Woodbury Leadership Academy’s Outdoor Recreation Addition (the “Project”).

Project Understanding

Kimley-Horn understands that Woodbury Leadership Academy would like to engage a Consultant to provide up to three (3) concept master plans of the outdoor recreation addition for review by the staff. Staff will select up to one of the concepts or pieces of each and the Consultant will develop a rendered master plan identifying the various programming elements and the general phasing of the implementation. The product will be in a PDF format that can be shared with the city of Woodbury for planning review and presented to the community for general fundraising purposes.

Programmed Elements, site uses, site opportunities, and constraints that need to be considered:

- 1) Inclusion and interaction of key outdoor recreation features including but not limited to:
 - Soccer Field (100m x 60m)
 - Playground (6-12 yr old) – equipment already procured
 - Pickleball Courts
 - Outdoor Pavilion (Open Air Shelter, Bathrooms, Equipment storage)
 - Potential Fitness Track integration
 - 6-10 car overflow parking lot
 - Classroom gathering area
 - Comprehensive stormwater management
- 2) Utility requirements for the site.
- 3) Process for combining the individual parcels to reduce easement considerations?
- 4) Stormwater due diligence including the assessment of BMPs and Green Infrastructure elements such as pervious paving for the site.
- 5) Assessment of how site lighting might be integrated into the design.
- 6) Identify desired design direction for the outdoor pavilion (Product vs. Architectural Design Services, Envisioned Size, etc.).
- 7) Identify programming elements that are potentially missing/could be integrated into the master planning of the Outdoor Recreation Addition for the best possible long-term functionality.

Scope of Services

Kimley-Horn will provide the following Scope of Services specifically set forth below:

Task 1 – Concept Master Plan Development

- A. Develop up to 3 conceptual sketch plans for the site design (color hand or simple digital concepts). The plans will illustrate the general scope, scale, theme, and relationship of various design components.
- B. Attend up to 2-60-minute conference calls/in-person meetings with the Client to discuss the design vision and review concept sketches to identify final items for inclusion in the Preferred Master Plan Refinement.

Task 2 –Concept Master Plan Civil Review

- A. Review the Concept Master Plan and assess probable stormwater and other code requirements.
- B. Provide parking layouts for conceptual plans.

Task 3 – Preferred Master Plan Refinement

- A. Attend one sketch plan review with the City.
- B. Refine one preferred, rendered plan for the Concept Master Plan in electronic format for presentation to Woodbury Leadership Academy.
- C. Develop a long-term phasing scheme for the preferred concept.
- D. Develop a concept-level Opinion of Probable Costs (OPC)
- E. Attend up to one floating 60-minute conference call to review the final design concept.

Task 4 – Preliminary Civil Plans

- A. Prepare Preliminary Site Plan
- B. Prepare Preliminary Grading and Drainage Plan
- C. Prepare Preliminary Utility Plan
- D. Prepare Preliminary Site Details for Stormwater Management
- E. Stormwater Management Plan

Task 5 – Alternate - Preliminary Landscape Plans

- A. Prepare Preliminary Planting Plan
- B. Prepare Preliminary Planting Details and Schedule
- C. Prepare Preliminary Hardscape Plan
- D. Prepare Preliminary Hardscape Details

Task 6 – Alternate - Soccer Field Modification Design

- A. Outline improvements to the existing 100m x 60m soccer field
- B. Provide preliminary design plans providing guidance on:
 - a. Irrigation design

- b. Sod and soil design
- c. Sub-cut and installation of drainage course and drain tile design.
- d. Design of drain tile treatment manhole and discharge to existing pond

Task 7 – Alternate – Lot Combination*

- A. Plan: Combine Lot 3 and Lot 4, Block 1, MINNESOTA SCHOOL OF BUSINESS-WOODBURY into one lot.
- B. Assist Woodbury Leadership Academy in selecting a land surveyor to process this task administratively with Washington County
- C. Assist Woodbury Leadership Academy in the request to vacate the 20-foot drainage and utility easement between Lot 3 and Lot 4

*All property taxes must be paid in full prior to combining tax parcels.

Services Not Included

Any other services, including but not limited to the following, are not included in this Agreement:

ALTA/TOPO Survey
Soil testing / investigation
Irrigation Plan
Structural Design
Off-site Drainage, Water, Sanitary Sewer, Utility, or Roadway Improvements
Lighting Plan
Lighting Details
Any item not specifically mentioned in our Scope of Services

Additional Services

Any services not specifically provided for in the above scope will be billed as additional services and performed at our then-current hourly rates. Additional services we can provide include, but are not limited to, the following:

Information Provided by Client

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

Any base mapping in CAD

Opinion of Probable Cost

The Opinion of Probable Cost (OPC) will be based on limited information and a concept design. Kimley-Horn is using certain allowances and various methods of approximation for determining the scope and quantities represented in the OPC. Furthermore, Kimley-Horn does not control the cost of labor, materials, equipment, or services furnished by others, and does not control the methods of determining prices, or competitive bidding, or market conditions. Therefore, Kimley-Horn's opinion rendered as to

costs, including but not limited to the cost of construction and materials, will be made based on experience and judgment as a qualified professional familiar with the project type and local industry. Kimley-Horn cannot and does not guarantee that proposals, bids, or actual costs will not vary from its opinions due to variances in scope, quantities, or price.

Schedule

We will provide our services as expeditiously as practicable with the goal of meeting the following schedule:

Concept Master Plan: Within a timeframe agreed to by the client and our team.

Preferred Master Plan Refinements: Within a timeframe agreed to by the client and our team after feedback is received from the Client

Fee and Expenses

Kimley-Horn will perform the services in Tasks 1-4 for a Lump Sum plus expense basis with the maximum labor fee shown below.

Base Tasks

Task 1	Concept Master Plan Developments	\$ 8,500
Task 2	Civil Concept Master Plan Review	\$ 4,800
Task 3	Preferred Master Plan Refinement	\$ 6,000
Task 4	Preliminary Civil Plans	\$ 9,000

<u>Expenses (travel, allocation)</u>	<u>\$ 1,260</u>
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Total Fee	\$29,560
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Alternative Tasks

Alternate Task 5 – Preliminary Landscape Plans	\$ 7,000
Alternate Task 6 – Soccer Field Modification Design	\$ 8,000
Alternate Task 7 – Lot Combination	\$ 4,000

<u>Expenses (travel, allocation)</u>	<u>\$ 830</u>
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<u>Total Alternatives Fee</u>	<u>\$ 19,830</u>
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Kimley-Horn will not exceed the total maximum labor fee shown without authorization from the Client. Individual task amounts are provided for budgeting purposes only. Kimley-Horn reserves the right to reallocate amounts among tasks as necessary.

Labor fee will be billed on an hourly basis according to our then-current rates. As to these tasks, direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses as to these tasks such as telecommunications, in-house reproduction, postage,

supplies, project related computer time, and local mileage. Administrative time related to the project may be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Closure

In addition to the matters set forth herein, our Agreement shall include and be subject to, and only to, the attached Standard Provisions, which are incorporated by reference. As used in the Standard Provisions, "Consultant" shall refer to Kimley-Horn and Associates, Inc., and "Client" shall refer to Woodbury Leadership Academy.

Kimley-Horn, in an effort to expedite invoices and reduce paper waste, submits invoices via email in an Adobe PDF format. We can also provide a paper copy via regular mail if requested. Please include the invoice number and Kimley-Horn project number with all payments. Please provide the following information:

____ Please email all invoices to _____

____ Please copy _____

If you concur in all the foregoing and wish to direct us to proceed with the services, please execute this Agreement in the spaces provided below, retain one copy, and return a copy to us. We will commence services once we have received a fully executed agreement. Fees and times stated in this Agreement are valid for sixty (60) days after the date of this letter.

We appreciate the opportunity to provide these services to you. Please contact me if you have any questions.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.



Stephen Himmerich, PLA, ASLA
Project Manager



Alan Catchpool, PE
Shareholder/Project Manager

Attachment – Standard Provisions

Accepted

WOODBURY LEADERSHIP ACADEMY

BY: _____

TITLE: _____

DATE: _____

BY: _____

TITLE: _____

DATE: _____

KIMLEY-HORN AND ASSOCIATES, INC. STANDARD PROVISIONS

- 1) **Kimley-Horn's Scope of Services and Additional Services.** Kimley-Horn will perform only the services specifically described in this Agreement. If requested by the Client and agreed to by Kimley-Horn, Kimley-Horn will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay Kimley-Horn for any Additional Services an amount based upon Kimley-Horn's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) **Client's Responsibilities.** In addition to other responsibilities herein or imposed by law, the Client shall:
 - a. Designate in writing a person to act as its representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b. Provide all information and criteria as to the Client's requirements, objectives, and expectations for the project and all standards of development, design, or construction.
 - c. Provide Kimley-Horn all available studies, plans, or other documents pertaining to the project, such as surveys, engineering data, environmental information, etc., all of which Kimley-Horn may rely upon.
 - d. Arrange for access to the site and other property as required for Kimley-Horn to provide its services.
 - e. Review all documents or reports presented by Kimley-Horn and communicate decisions pertaining thereto within a reasonable time so as not to delay Kimley-Horn.
 - f. Furnish approvals and permits from governmental authorities having jurisdiction over the project and approvals and consents from other parties as may be necessary.
 - g. Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by Client.
 - h. Give prompt written notice to Kimley-Horn whenever the Client becomes aware of any development that affects Kimley-Horn's services or any defect or noncompliance in any aspect of the project.
- 3) **Period of Services.** Unless otherwise stated herein, Kimley-Horn will begin work after receipt of a properly executed copy of this Agreement. This Agreement assumes conditions permitting continuous and orderly progress through completion of the services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that Kimley-Horn does not control. If such delay or suspension extends for more than six months, Kimley-Horn's compensation shall be renegotiated.
- 4) **Method of Payment.** Client shall pay Kimley-Horn as follows:
 - a. Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by Kimley-Horn and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due under this or any other agreement within 30 days after Kimley-Horn's transmittal of its invoice, Kimley-Horn may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid.
 - b. If the Client relies on payment or proceeds from a third party to pay Kimley-Horn and Client does not pay Kimley-Horn's invoice within 60 days of receipt, Kimley-Horn may communicate directly with such third party to secure payment.
 - c. If the Client objects to an invoice, it must advise Kimley-Horn in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.
 - d. If Kimley-Horn initiates legal proceedings to collect payment, it may recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at Kimley-Horn's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e. The Client agrees that the payment to Kimley-Horn is not subject to any contingency or condition. Kimley-Horn may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended

to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of Kimley-Horn to collect additional amounts from the Client.

- 5) **Use of Documents.** All documents and data prepared by Kimley-Horn are related exclusively to the services described in this Agreement and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of Kimley-Horn's documents, or any reuse of the documents without written authorization by Kimley-Horn will be at the Client's sole risk and without liability to Kimley-Horn, and the Client shall indemnify, defend and hold Kimley-Horn harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. Kimley-Horn's electronic files and source code remain the property of Kimley-Horn and shall be provided to the Client only if expressly provided for in this Agreement. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by Kimley-Horn, the hardcopy shall govern.
- 6) **Intellectual Property.** Kimley-Horn may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Kimley-Horn or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Kimley-Horn maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Kimley-Horn and its affiliates. If Kimley-Horn's services include providing Client with access to or a license for Kimley-Horn's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.
- 7) **Opinions of Cost.** Because Kimley-Horn does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. Kimley-Horn cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Kimley-Horn's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 8) **Termination.** The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. Kimley-Horn shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by Kimley-Horn as a result of such termination.
- 9) **Standard of Care.** The standard of care applicable to Kimley-Horn's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by Kimley-Horn's performance of services, and it is agreed that Kimley-Horn is not a fiduciary with respect to the Client.
- 10) **Limitation of Liability.** In recognition of the relative risks and benefits of the Project to the Client and Kimley-Horn, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of Kimley-Horn and Kimley-Horn's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any warranty, express or implied, of Kimley-Horn or Kimley-Horn's officers, directors, employees, agents, and subconsultants, shall not exceed twice the total compensation received by Kimley-Horn under this Agreement or \$50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify Kimley-Horn.
- 11) **Mutual Waiver of Consequential Damages.** In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

- 12) **Construction Costs.** Under no circumstances shall Kimley-Horn be liable for extra costs or other consequences due to unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Kimley-Horn shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before Kimley-Horn has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 13) **Certifications.** All requests for Kimley-Horn to execute certificates, lender consents, or other third-party reliance letters must be submitted to Kimley-Horn at least 14 days prior to the requested date of execution. Kimley-Horn shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which Kimley-Horn does not have actual knowledge, or that would cause Kimley-Horn to violate applicable rules of professional responsibility.
- 14) **Dispute Resolution.** All claims arising out of this Agreement or its breach shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.
- 15) **Hazardous Substances and Conditions.** Kimley-Horn shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Kimley-Horn's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. Kimley-Horn will notify the Client of unanticipated hazardous substances or conditions of which Kimley-Horn actually becomes aware. Kimley-Horn may stop affected portions of its services until the hazardous substance or condition is eliminated.
- 16) **Construction Phase Services.**
- a. If Kimley-Horn prepares construction documents and Kimley-Horn is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against Kimley-Horn in any way connected thereto.
 - b. Kimley-Horn shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Kimley-Horn have any authority or responsibility to stop or direct the work of any contractor. Kimley-Horn's visits will be for the purpose of endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by Kimley-Horn. Kimley-Horn neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.
 - c. Kimley-Horn is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and its means and methods; that the contractor shall indemnify the Client and Kimley-Horn for all claims and liability arising out of job site accidents; and that the Client and Kimley-Horn shall be made additional insureds under the contractor's general liability insurance policy.
- 17) **No Third-Party Beneficiaries; Assignment and Subcontracting.** This Agreement gives no rights or benefits to anyone other than the Client and Kimley-Horn, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and Kimley-Horn. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Kimley-Horn, without the written consent of Kimley-Horn. Kimley-Horn reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If Kimley-Horn exercises this right, Kimley-Horn will maintain the agreed-upon billing rates for services identified in the contract, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.
- 18) **Preliminary Notice – Liens.**
- (A) Any person or company supplying labor or materials for this improvement to your property may file a lien against your property if that person or company is not paid for the contributions.
- (b) Under Minnesota law, you have the right to pay persons who supplied labor or materials for this improvement directly and deduct this amount from our contract price, or withhold the amounts due them from us until 120 days after completion of the improvement unless we give you a lien waiver signed by persons who supplied any labor or material for the improvement and who gave you timely notice.

- 19) **Confidentiality.** The Client consents to the use and dissemination by Kimley-Horn of photographs of the project and to the use by Kimley-Horn of facts, data and information obtained by Kimley-Horn in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, Kimley-Horn shall use reasonable care to maintain the confidentiality of that material.
- 20) **Miscellaneous Provisions.** This Agreement is to be governed by the law of the State of Minnesota. This Agreement contains the entire and fully integrated agreement between the parties and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by Kimley-Horn. If Client requires Kimley-Horn to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Kimley-Horn or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.



Rochon Corporation

Suite 200
28 2nd Street NW
Osseo, MN 55369
Office 763.559.9393
Fax 763.559.8101

February 12, 2024

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

Re: Woodbury Leadership Academy
First Floor Remodel Proposal

Dr. Mortensen:

Thank you for the opportunity to provide a proposal for the first floor remodel. Rochon's proposal is based on a preliminary sketch provided by you on February 5, 2024. Please see pricing and proposal clarifications below.

Bid Breakdown	
General Requirements	\$34,000.00
Demolition	\$10,000.00
Carpentry Material and Labor (miscellaneous material/labor)	\$4,300.00
Casework Allowance for classrooms	\$15,000.00
Caulking	\$1,500.00
Doors/Hardware (includes 5 new doors, reuse of existing)	\$20,500.00
Framing and drywall	\$44,600.00
Ceiling Modifications	\$27,300.00
Floor (carpet and VCT)	\$53,750.00
Painting	\$5,000.00
Misc. Accessories (signs, fire extinguishers)	800.00
Fire Protection Modifications	\$2,500.00
Plumbing (none shown)	Not included
HVAC Allowance to modify existing	\$4,500.00
Electrical	\$48,000.00
OH&P	\$27,000.00
Total	\$298,750.00
Project Budget Range: \$280,000 - \$315,000	

1. Architectural fees are included.
2. Bonds, escrows and sureties are excluded.
3. Excludes hazardous and contaminated materials handling.
4. Standard general liability insurance is included.
5. Builders risk insurance is assumed by Owner.
6. SAC/WAC charges, utility connections, development fees and utility company relocation/connections charges are excluded.
7. Building permit fees are included.
8. We assume work to happen during normal business hours.

Scope Clarifications:

1. We include demolition to accommodate new layout.
2. We include a \$15,000 for some cabinets in the classrooms.
3. We include providing five new doors and frames. All other doors will be reused from existing.
4. Includes insulation in the walls between classrooms. Sheetrock assumed to be installed to the underside of the deck.
5. We do not include any whiteboards, projections screens, or projectors.
6. We include moving sprinkler heads to accommodate new layout. We do not include any major changes to the system.
7. We include modifications to the HVAC system to accommodate the new layout. We do not include any new roof top units. We assume the existing units will be adequate for the new layout.
8. Electrical includes new light fixtures and outlets to meet code.

If you have any questions concerning our proposal, please do not hesitate to call. Thank you again for this opportunity.

Sincerely,



Stacy Gleason
Project Manager



Meeting: Governance Committee

Date: Thursday, February 8, 2024

Time: 5:00 PM

Location: [Microsoft Teams](https://teams.live.com/joinmeeting/938226522805) - <https://teams.live.com/joinmeeting/938226522805>

AGENDA

Meeting Call to Order and Roll Call

Meeting Call to Order: **5:03PM**

Roll Call: **Rich Washington, Joe Valentine, Mike Ries, Mike Baling, Shelbi Pool, Nicole Stevens**

WLA Mission and Vision

Mission: The mission of WLA is to utilize leadership-based programs and strategies grounded in solid research, combined with the demonstrated success of the 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

- Annual Policy Review
 - Policy 413 – *Send to Casidee to update last reviewed date.*
 - Policy 514 – *Send to Casidee to update last reviewed date.*
 - Policy 806 – *Send to Casidee to update last reviewed date & formatting.*
- Second Readings to BOD
 - *Policy 412 & Policy 418 – Send to BOD for 2nd reading.*
- Student Dress Code Updates – Policy 540
 - *Uniform Trade-In Incentive Program – (Mike Balint update on potential vendor)*
 - *Phasing out hooded sweatshirts – Need time frame – 3-year phase out period.*
 - *Crew Neck/Quarter Zip – Aligned with PTO.*
- Policy 902 (community use of facilities) – *Jess/Kathy will meet to finalize and add to website as a FRM.*

Future Discussions

- Annual Policy Reviews cont.
- Review of 600 series
- Uniform Discussion
 - New Vendor for Uniforms still needs more investigation.
 - Review Policy 540 – Confirm alignment to new uniforms.

Housekeeping

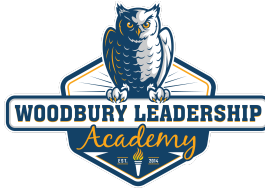
Next Regularly Scheduled WLA Board of Directors Governance Committee Meeting

Date: March 14, 2024

Time: 6:00 p.m.

Location: [Microsoft Teams](https://teams.live.com/meet/938226522805) - <https://teams.live.com/meet/938226522805>

Adjournment: 5:38PM



Adopted: May 27th, 2014

Revised: January 11, 2024

Board Approved: February 25, 2021

412 EXPENSE REIMBURSEMENT

I. PURPOSE

The purpose of this policy is to identify school business expenses that involve initial payment by an employee and qualify for reimbursement from Woodbury Leadership Academy; and to specify the manner by which the employee seeks reimbursement.

II. AUTHORIZATION

All school business expenses to be reimbursed must be approved by the Executive Director. -

III. REIMBURSEMENT

- A. Requests for reimbursement must be itemized on the reimbursement form and submitted to the Executive Director with receipts attached and must be submitted within the same fiscal year. Reimbursement to employees will be processed within 30 days from submission of reimbursement form.
- B. Automobile travel shall be reimbursed at the mileage rate set by the state of Minnesota. Commercial transportation shall reflect economy fares and shall be reimbursed only for the actual cost of the trip.

IV. AIRLINE TRAVEL CREDIT

- A. Employees utilizing school funds to pay for airline travel are required to ensure that any credits or other benefits issued by any airline accrue to the benefit of Woodbury Leadership Academy rather than the employee.
 - a. To the extent an airline will not honor a transfer or assignment of credit or benefit from the employee to Woodbury Leadership Academy, the employee shall report receipt of the credit or benefit to the designated administrator within 90 days of receipt of the credit or benefit.
- B. Reports of the receipt of an airline credit or benefit shall be made in writing and shall include verification from the airline as to the credit or benefit received. Reimbursement for airline travel expenses will not be made until such documentation is provided.

- C. Employees who have existing credits or benefits issued by an airline based upon previously reimbursed airline travel for school purposes will be required to utilize those credits or benefits toward any subsequent airline travel related to school purposes, prior to reimbursement for such travel, to the extent permitted and/or feasible.
- D. The requirements of this section apply to all airline travel, regardless of where or how the tickets are purchased.

V. ESTABLISHMENT OF DIRECTIVES AND GUIDELINES

The school director shall develop a schedule of reimbursement rates for school business expenses, including those expenses requiring advance approval and specific rates of reimbursement. The school director shall also develop directives and guidelines to address methods and times for submission of requests for reimbursement.

1. Reimbursement rates

- a. Meals = \$10.00 for breakfast, \$15.00 for lunch, \$20.00 for dinner
- b. Alcohol is not a reimbursable expense and must not be on any of the meal receipts.
- c. Mileage = WLA uses the IRS rate for mileage and includes the distance traveled from your home or from WLA (whichever is less)
- d. Hotel room additional charges are not reimbursable.
- e. Short- and long-term parking at the airport is considered a personal choice and is not reimbursable.
- f. Taxi or Uber expenses to and from the airport are considered a personal choice and are not reimbursable.

2. Directives

- a. Car rentals will be set-up by the WLA Office Manager who will secure reasonable rates
- b. Airline tickets will be set-up by the WLA Office Manager who will secure reasonable rates
- c. Hotel accommodations will be set-up by the WLA Office Manager who will secure reasonable rates

3. Guidelines

- a. Receipts must be attached to the “Request for Reimbursement” form
- b. Sales tax and tips are not applicable for reimbursement
- c. Reimbursement requests are typically processed within 30 days of turning them in
- d. All reimbursements for the current school year must be submitted prior to June 30
- e. All travel requests (in and out of state) must be pre-approved by the special education coordinator and/or special education director for special education staff members.
 - i. Out of state travel will potentially require additional pre-approval from state and or federal offices
- f. All travel requests (in and out of state) must be pre-approved by the building principal for general education staff members, remedial staff members and/or English Language Learners staff members.
 - i. Out of state travel will potentially require additional pre-approval from

state
and or federal offices



Adopted: June 24th, 2014

Revised: January 11, 2024

Approved: September 28, 2023

418 DRUG-FREE WORKPLACE/DRUG-FREE SCHOOL

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees and students by prohibiting the use of alcohol, toxic substances and controlled substances without a physician's prescription.

II. GENERAL STATEMENT OF POLICY

- A. Use of controlled substances, toxic substances, and alcohol before, during, or after school hours, at school, or in any other school location, is prohibited as a general policy. Paraphernalia associated with controlled substances is prohibited.
- B. It shall be a violation of this policy for any student, teacher, administrator, other school personnel, or member of the public to use alcohol, toxic substances, or controlled substances in any school location.
- C. Woodbury Leadership Academy will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or member of the public who violates this policy.
- D. This policy is consistent with and follows the guidance outlined in Policy 419 Tobacco-Free Environment.

III. DEFINITIONS

- A. "Alcohol" includes any alcoholic beverage, malt beverage, fortified wine, or other intoxicating liquor.
- B. "Controlled substances" include narcotic drugs, hallucinogenic drugs, amphetamines, barbiturates, marijuana, anabolic steroids, or any other controlled substance as defined in Schedules I through V of the Controlled Substances Act, 21 U.S.C. § 812, including analogues and look-alike drugs.
- C. "Toxic substances" includes glue, cement, aerosol paint, or other substances used or possessed with the intent of inducing intoxication or excitement of the central nervous system.
- D. "Use" includes to sell, buy, manufacture, distribute, dispense, possess, use, or be under the influence of alcohol, marijuana, and/or controlled substances, whether or

not for the purpose of receiving remuneration or consideration.

E. "Possess" means to have on one's person, in one's effects, or in an area subject to one's control.

F. "School location" includes any school building or on any school premises; in any school-owned vehicle or in any other school-approved vehicle used to transport students to and from school or school activities; off school property at any school-sponsored or school-approved activity, event, or function, such as a field trip or athletic event, where students are under the jurisdiction of Woodbury Leadership Academy; or during any period of time such employee is supervising students on behalf of Woodbury Leadership Academy or otherwise engaged in school business.

IV. EXCEPTIONS

A. It shall not be a violation of this policy for a person to bring onto a school location, for such person's own use, a controlled substance which has a currently accepted medical use in treatment in the United States and the person has a physician's prescription for the substance. The person shall comply with the relevant procedures of this policy.

B. It shall not be a violation of this policy for a person to possess an alcoholic beverage in a school location when the possession is within the exceptions of Minn. Stat. § 624.701, Subd. 1a (experiments in laboratories; pursuant to a temporary license to sell liquor issued under Minnesota laws or possession after the purchase from such a temporary license holder).

V. PROCEDURES

A. Students who have a prescription from a physician for medical treatment with a controlled substance must comply with Woodbury Leadership Academy's student medication policy.

B. Employees who have a prescription from a physician for medical treatment with a controlled substance are permitted to possess such controlled substance and associated necessary paraphernalia, such as an inhaler or syringe. The employee must inform administration. The employee may be required to provide a copy of the prescription. Staff members will store all medications away from student access.

a. Needles and other drug use paraphernalia can be kept in classroom areas, but must be kept locked.

b. Employee medications that need to be refrigerated must be kept in the nurse's office.

c. Other medications (such as for headaches, hay fever etc) can be kept in classroom areas but must be kept locked.

d. Rescue medications such as epi pens, inhalers, and Benadryl (when used in tandem with epi pens) are not required to be locked up in school settings since they need to be quickly accessible.

C. Each employee shall be provided with written notice of this Drug-Free Workplace/Drug-Free School policy and shall be required to acknowledge that he or she has received the policy.

- D. Employees are subject to Woodbury Leadership Academy 's drug and alcohol testing policies and procedures.
- E. Possession of alcohol on school grounds pursuant to the exceptions of Minn. Stat. § 624.701, Subd. 1a, shall be by permission of the school board only. The applicant shall apply for permission in writing and shall follow the school board procedures for placing an item on the agenda.

VI. ENFORCEMENT

A. Students

1. A student who violates the terms of this policy shall be subject to discipline in accordance with Woodbury Leadership Academy's discipline policy. Such discipline may include suspension or expulsion from school.
2. The student may be referred to a drug or alcohol assistance or rehabilitation program and/or to law enforcement officials when appropriate.

B. Employees

1. As a condition of employment in any federal grant, each employee who is engaged either directly or indirectly in performance of a federal grant shall abide by the terms of this policy and shall notify administration in writing of his or her conviction of any criminal drug statute for a violation occurring in any of the places listed above on which work on a school federal grant is performed, no later than five (5) calendar days after such conviction.
2. An employee who violates the terms of this policy is subject to disciplinary action, including nonrenewal, suspension, termination, or discharge as deemed appropriate by the school board.
3. In addition, any employee who violates the terms of this policy may be required to satisfactorily participate in a drug and/or alcohol abuse assistance or rehabilitation program approved by Woodbury Leadership Academy. Any employee who fails to satisfactorily participate in and complete such a program is subject to nonrenewal, suspension, or termination as deemed appropriate by the school board.
4. Sanctions against employees, including nonrenewal, suspension, termination, or discharge shall be pursuant to and in accordance with applicable statutory authority, and school policies.
5. Woodbury Leadership Academy shall establish an on-going drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. Woodbury Leadership Academy's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation and employee assistance programs; and

- d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace

C. The Public

A member of the public who violates this policy shall be informed of the policy and asked to leave. If necessary, law enforcement officials will be notified and asked to provide an escort.

Facilities Meeting-2/13/2024—4:40pm to 5:14pm

Present: Ryan Sheik, Ben Broderick, Kathy Mortensen, Julie Ohs

Absent: Patrick Voumuth

- Thursday 2/15 Sound panels and scissor lift should arrive Ryan to get with Jolene and Harley. Ryan will be at school at 10:00am. Ben spoke with Harley and Jolene and they are fine waiting until spring break for the install. Ryan will check with the installer. Can store panels on stage.
- Engineering firm next steps: There are 2 bids HGA that the city recommended came in at \$9K, the other bid was \$28K. The bids will go to finance on 2/14 and after that for the board to vote. Ben to connect engineering firm with Chris the playground contact.
- Construction proposal for first floor of building A in the old gym space to include 3 grade 1 classrooms in the front with windows. Current RTI space would be the 4th classroom and the current board room would be the 5th classroom. It will be a more open layout. Coatrooms will be added and 2 sped rooms will become 1 larger, long room. There will also be a discipline area, a principal office and a para office. Expecting a 6-8 week project. There were 2 bids one from Wexford for \$1175K and one from Rochon for \$320K. Ryan asked Kathy to check with both bidders to see why there is such a huge price difference. There is \$275K available with another \$80K coming in July 1st. The money is available to finance this remodel and for the playground. If we don't start this year and use the funds they can stay in an account and be accessible when we need them. Could push start from 4/15/2024 to 6/15/2024.
- Apex money is an option for soccer field. Perhaps re-do it and do it better for roughly \$30K. Use Apex money and tear up field and get it to where it needs to be since we are working out there anyway. Get 2 bids and do not allow company that did the poor install to bid.

WOODBURY LEADERSHIP CALENDAR

2024 2025 SCHOOL YEAR

S	M	T	W	T	F	S	S	M	T	W	T	F	S		
J		1	2	3	4	5	6	A					1	2	3
U	7	8	9	10	11	12	13	U	4	5	6	7	8	9	10
L	14	15	16	17	18	19	20	G	11	12	13	14	15	16	17
Y	21	22	23	24	25	26	27		18	19	20	21	22	23	24
	28	29	30	31					25	26	27	28	29	30	31 Staff 8
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
S	1	2	3	4	5	6	7	O			1	2	3	4	5
E	8	9	10	11	12	13	14	C	6	7	8	9	10	11	12
P	15	16	17	18	19	20	21 GR KG-2 = 18	T	13	14	15	16	17	18	19 GR KG-6 = 19
T	22	23	24	25	26	27	28 GR 3-9 = 20		20	21	22	23	24	25	26 GR 7-9 = 21
	29	30					Staff 20		27	28	29	30	31		Staff 21.5
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
N					1	2	D	1	2	3	4	5	6	7	
O	3	4	5	6	7	8	9	E	8	9	10	11	12	13	14
V	10	11	12	13	14	15	16	C	15	16	17	18	19	20	21
	17	18	19	20	21	22	23 GR KG-9 = 18		22	23	24	25	26	27	28 GR KG-9 = 15
	24	25	26	27	28	29	30 Staff 19		29	30	31				Staff 15
S	M	T	W	T	F	S	S	M	T	W	T	F	S		
J			1	2	3	4	F							1	
A	5	6	7	8	9	10	11	E	2	3	4	5	6	7	8
N	12	13	14	15	16	17	18	B	9	10	11	12	13	14	15
	19	20	21	22	23	24	25 GR KG-9 = 19		16	17	18	19	20	21	22 GR KG-9 = 19
	26	27	28	29	30	31	Staff 19		23	24	25	26	27	28	Staff 19

	S	M	T	W	T	H	F	S			S	M	T	W	T	H	F	S	
M								1		A			1	2	3	4	5		
A	2	3	4	5	6	7	8			P	6	7	8	9	10	11	12		
R	9	10	11	12	13	14	15			R	13	14	15	16	17	18	19		
C	16	17	18	19	20	21	22	GR KG-6 = 14		I	20	21	22	23	24	25	26	GR KG-6 = 21	
H	23	24	25	26	27	28	29	GR 7-9 = 15		L	27	28	29	30				GR 7-9 = 22	
	30	31						Staff 16.5										Staff 22	
	S	M	T	W	T	H	F	S			S	M	T	W	T	H	F	S	
M						1	2	3		J	1	2	3	4	5	6	7		
A	4	5	6	7	8	9	10			U	8	9	10	11	12	13	14		
Y	11	12	13	14	15	16	17	GR KG-6 = 20		N	15	16	17	18	19	20	21	GR KG-6 = 3	
	18	19	20	21	22	23	24	GR 7-9 = 20		E	22	23	24	25	26	27	28	GR 7-9 = 4	
	25	26	27	28	29	30	31	Staff 20			29	30						Staff 5	

WOODBURY LEADERSHIP ACADEMY

2024-2025 SCHOOL YEAR

STUDENT CONTACT DAYS (166 GR K-2, 168 GR 3-6, 173 GR 7-9)

Aug 21 - All Staff Workshop
Aug 29 - Back to School Open House 4-7pm
Sept 2 - Labor Day Holiday
Sept 3 - 1st Day of School for 3rd-9th
Sept 5 - 1st Day of School for KG-2nd
Sept 3 & 4 - KG-2 Testing and Conferences
Sept 9 - Oct 3 - MAP Assessment
Sept 16 - Oct 11 - WIDA Assessment
Oct 4 - 7th through 9th Flex Day
Oct 4 - KG through 6th NO School Day
Oct 15 - PM Conferences
Oct 16 - AM Conferences
Oct 16 - 7th through 9th Flex Day
Oct 16 - KG through 6th NO School Day
Oct 17 & 18 - KG through 9th NO School
Nov 27 - Teacher Workshop Day
Nov 27-29 - Thanksgiving Break
Dec 23 - Jan 3 - Winter Break
Jan 13 - Feb 7 - MAP & iReady Assessment
Jan 20 - Martin Luther King Jr Holiday
Feb 3 - March 31 - Access Assessment
Feb 17 - President's Day Holiday
March 6 - PM Conferences
March 7 - AM Conferences
March 7 - KG through 6th NO School Day
March 7 - 7th through 9th Flex Day
March 10-14 - Spring Break
March 17 - NO School Day, Staff Workshop Day
April 11 - KG through 6th NO School Day, Staff Workshop Day
April 11 - 7th through 9th Flex Day
April 14 - May 2 - MCA Assessment
May 23 - NO School Day
May 26 - NO School Memorial Holiday

June 4 - Field Day KG-6th
June 4 - Last Day KG-6th
June 4 - KG Graduation
June 5 - Field Day 7th-9th
June 5 - Last Day 7th-9th
June 5 - 8th Grade Graduation
ASSESSMENTS:
MAP & iReady Sept 9 - Oct 3
WIDA Sept 16 - Oct 11
MAP & iReady - Jan 13 - Feb 7
Access Feb 3 - March 31
MCA April 14 - May 2
HOLIDAYS
WORKSHOP DAYS
SCHOOL DAYS
NO SCHOOL DAYS
Teachers total 185 + Carnival and 1 more event



APEX EVENT AGREEMENT

1/25/2024

This event agreement (the "Agreement") is entered into and effective on DATE: _____
by and between Apex Fun Run Franchise #17, Inc. ("Apex") and _____ Woodbury Leadership Academy
(the "Customer") (individual "Customer" and collectively the "Parties").

To fulfill this goal, Customer wants to promote and hold an educational and fitness event (collectively, the "Event"). Customer will choose the specific event and platform prior to an initial planning meeting.

The Event is scheduled to be promoted and held between

Start March 24,
2025

End April 4, 2025

(the "Term").

Apex is in the business of organizing, communicating, and informing students and schools about educational and fitness events similar to the Event Customer wants to promote and hold.

Because of these mutually shared experiences, needs, and goals, and consideration of the terms and conditions below, the Parties agree that:

- 1. Apex Services.** Apex agrees to plan, organize, and conduct the Event. Such services shall include: (i) communicating activities in connection with the Event in order to increase participation, including educational presentations to students and teachers; (ii) planning the Event course/layout, including all water stations, starting lines, and finish lines; (iii) providing participant t-shirts OR drawstring bags OR ticker stickers (depending on program) and coordinating agreed per unit counters, and awards or special recognitions that Customer reasonably designates; and (iv) maintaining commercial general liability insurance with minimum policy limits of \$1,000,000 per occurrence to cover liability for bodily injury or property damage arising out of Apex's activities in connection with the Event.
- 2. Excluded Services.** Apex does not solicit contributions. Apex does not, directly or indirectly, solicit any contributions for customer through any person it employs, procures, or engages. Apex does not collect, take custody of or possession of any solicited funds raised by or for Customer.

All contributions Customer raises are done so through a secure website that will deposit all funds collected through it into Customer's chosen bank account. None of the funds raised by the volunteer students and teachers that will be soliciting contributions will come under the control, custody, or possession of Apex.

3. **Customer Cooperation.** To increase participation and fully realize the benefits of this Agreement, Customer agrees to cooperate and assist Apex in the performance of Apex's activities and to provide Apex with reasonable access to students and teachers to inform them about the Event. Customer grants to Apex the right to use its name and its trademarks, service marks, logos, and other uniquely identifying words, pictures, and phrases about Customer during the term of this Agreement solely for purposes of providing information about the Event. Customer agrees to use Apex's internet-based system, including, subject to applicable law, providing Apex with participating students' names and grade level. Customer agrees to communicate with the involved parents and provide them with notice of their rights to "opt out" if they do not want their child to receive an email to participate in the Race and for any other reasons.
4. **Fees.** In exchange for the services provided by Apex in this Agreement, Apex shall receive an agreed upon percentage based on the platform Customer chooses to employ. Customer agrees to provide communication regarding any donations turned in for the Event and to provide Apex with payment for their services. Please see table below for an outline of ALL applicable fees. Customer and Apex agree to split all processing/transaction fees (negative or positive balance) according to the sliding scale percent that is earned by the Customer.
5. **Termination.** Either party may terminate this Agreement upon written notice to the other party, in the manner designated and to the addresses listed below, if the other party substantially fails to perform any of its obligations under this Agreement and such failure continues for a period of ten (10) days after written notice is provided as designated below.
6. **Force Majeure.** Apex will use its best commercially reasonable efforts to conduct the Event on the schedule the Parties have agreed. Apex shall not be liable for any damages of any nature that result from delays or postponements of the Event due to circumstances beyond Apex's reasonable control.
7. **Notice.** Any notice required by this Agreement shall be in writing and effective: (i) the next business day following deposit with a reputable courier service for overnight delivery; or (ii) seven (7) business days following deposit in the United States Mail, postage prepaid, if sent by certified mail; or (iii) the next business day following it being sent to the Parties email addresses designated below. The Parties may change their designated addresses by providing notice to the other party. All notices shall be sent via the above means to Apex at: 9727 Valley View Road, Eden Prairie, MN 55344 and to Customer:

Customer Information

Name: Kathy Mortensen

Attn: Dr. Mortensen

Street: 8089 Globe Drive

City, State, Zip Woodbury, MN

Email: kmortensen@w1amn.org

Tax ID #: Unsure

This agreement may be signed separately by the Parties electronically or conventionally and the combination of the signed documents will be considered the original document.

8. **Entire Agreement.** This Agreement contains the entire agreement of the Parties. No other agreement, statement, or promise made will bind the Parties. This Agreement may not be changed if any part of is waived unless it is in a written agreement signed by the Parties.
9. **Disputes.** This Agreement shall be governed by and interpreted under the laws of the State of Minnesota. The parties' consent to the exclusive jurisdiction and venue of the courts in Hennepin County, Minnesota. If a dispute between the Parties about this Agreement is litigated, the non-prevailing party shall be responsible for all the prevailing party's associated and reasonable attorney's fees, costs, disbursements, and expenses, including all costs of collection.
10. **Exclusivity.** In the event Customer conducts another majoy fundraising event in the same school year's quarter or semester that the Term of this Agreement is within, then Customer agrees that Apex reserves its right to charge up to sixty-percent (60%) under paragraph 3 above. (A Major Fundraising Event is considered \$2,500+ that is hosted for the school community. It is not strictly a Parent Organization hosted fundraiser and includes all third party fundraising.)
11. **Authority.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has the legal capacity to sign and deliver this Agreement on behalf of Customer or Apex. By signing below, each person confirms that Customer and Apex (as noted below) will abide by its obligations in this Agreement and each person has been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.
12. **Platform.** Customer will be able to choose from the following programs. Apex Live, Lite, Remote, or Anython.
13. **Designated Space.** Customer agrees to have a proper designated space within the school for the Apex Team. Proper space includes; work space, outlets, wifi access, ability to house carts and supplies, and, if possible, privacy.

Any other additions to the contract:

Type of Program: Live

T-Shirts/Drawstring Bags/Stickers: T-Shirt

Additional Notes:

School Profit is 52% plus 3% Loyalty & sliding scale
FUN Run or GLOW Run

To receive a loyalty bonus and secure their slot on our calendar, schools need to provide the signed contract and any deposit within 3 weeks of the contract being sent. This bonus will be added to next year's contract.

Length of Partnership	Additional Percent Earned
1 year	1%
2 years	2%
3+ years	3%

***NOTE: Loyalty percentages are maxed out at 3%**

“APEX” Apex Fun Run Franchise #17, In.:

“CUSTOMER”

Sign: DocuSigned by:
Shonna Nelson
977A800D37EE401...

Sign: DocuSigned by:
Kathy Mortensen
0F04F5B5C204AD...

Name: Shonna Nelson

Name: Kathy Mortensen

Title: Area Director/Owner

Title: Executive Director

Sign:

Sign:




Name:


Name:

Title:

Title:

APEX LEADERSHIP CO. SCHOOL PROFIT

MINIMUM GROSS COLLECTED	MAXIMUM GROSS COLLECTED	 LIVE	 FLEX	 LITE	<i>any thon</i>
\$0	\$25,000	52%	55%	60%	
\$25,001	\$35,000	52%	58%		
\$35,001	\$55,000	52%	61%	65%	70%
\$55,001	\$65,000	53%			
\$65,001	\$70,000	54%	64%	70%	
\$70,001	\$75,000	55%			
\$75,001	\$80,000	56%	67%		
\$80,001	\$85,000	57%			
\$85,001	\$90,000	58%	70%	75%	80%
\$90,001	\$95,000	59%			
\$95,001	\$100,000	60%			
\$100,001	\$105,000	61%			
\$105,001	\$110,000	62%			
\$110,001	\$115,000	65%			

DocuSigned by:

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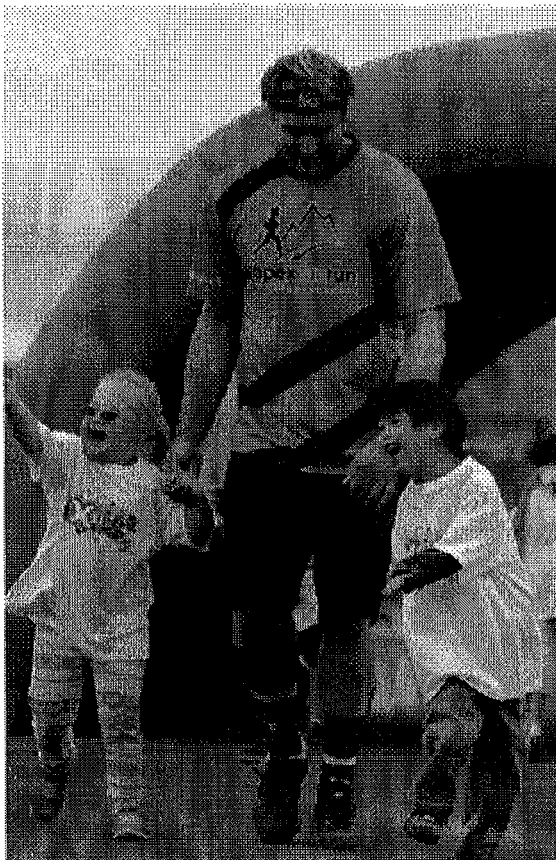
PROGRAM DETAILS

52-80% BACK TO YOU

+ OUR LOYALTY BONUS PROGRAM

WE DO THE ALL THE HEAVY LIFTING FOR YOU!

REAL PEOPLE. REAL PARTNERSHIPS. A REAL, GENUINE PROGRAM.



WHAT IS INCLUDED?

				anythoi FOR CLUBS & SPORTS TEAMS
PROFIT TO SCHOOL	52-65%	55-70%	60-75%	70-80%
REFUNDABLE DEPOSIT	\$1,500	\$1,500	\$1,500	\$500
TEACHER HUDDLE	LIVE	LIVE	VIDEO	
PEP RALLY	LIVE	LIVE	VIDEO	LIVE LAUNCH
DAILY LESSONS	LIVE	VIDEO	VIDEO	
EVENT DAY	LIVE	LIVE	LIVE	LIVE/DIY
DAYS ON CAMPUS	8-10	4-8	1-2	0-2
ONLINE PLEDGING	✓	✓	✓	✓
DAILY SUPPORT	✓	✓	✓	✓
DAILY CHALLENGES	✓	✓	✓	✓
PROMO MATERIALS	✓	✓	✓	✓
PRIZES/AWARDS	✓	✓	\$	
EVENT DAY SWAG	 T-SHIRTS	✓	\$\$\$	\$\$\$
	 PACKS	✓	✓	✓

OUR SCHEDULE

Monday	Tuesday	Wednesday	Thursday	Friday
TEACHER HUDDLE	PEP RALLY	LESSON	LESSON	LESSON
Monday	Tuesday	Wednesday	Thursday	Friday
LESSON	LESSON	LESSON	EVENT DAY	WRAP-UP DAY

2024-25
K Nov 10 10 25
Feb 20 2024

Designs for Learning Services, 2023-2024

CONTRACT FOR COMPREHENSIVE SPECIAL EDUCATION SERVICES

This contract (hereinafter referred to as "Agreement") is entered into on 02/13/2024 | 1:44:17 PM PST, 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, 2024 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 (up to 400 hours at \$150/hr) | \$ | 60,000 |
| b. Special Education & Related Services | | |
| i. School Psychology (estimated 200 hours at \$110/hr) | \$ | 22,000 |
| ii. Additional Direct & Related Services as requested | | hourly |

TOTAL	\$	82,000
		*plus hourly

SECTION II

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

SECTION III

- A. Either party may terminate immediately or not renew this Agreement upon any of the following grounds:
1. Loss of the school's charter;
 2. For violation of federal, state and local laws, rules or regulations;
 3. Withholding information necessary for DL to perform its services;
 4. Willful violation of any of the terms and conditions in this agreement by either party.

- B.** Either party may terminate this Agreement for any other cause, upon 90 days notice in writing. During this 90 day period, DL will continue to provide applicable services in a timely manner and keep 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, 2025, 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: DocuSigned by:
Dr. Kathleen Mortensen
6A1BEA980458449...

By: DocuSigned by:
Pamela Meade
C6F946D4CC884C4...

Its: Executive Director

Its: President, CEO

Contact information for Woodbury Leadership Academy:

Contact(s) names Dr. Mortensen

Email address(es) kmortensen@wlamn.org

Phone number(s) 6515712100

Business Office Contact information:

Name(s) Dustin Reeves

Email address(es) dustin.reeves@bergankdv.com

Phone number(s) 9525636834

Please send my Invoices: Electronically US Mail Both

Attachment No. 1

Comprehensive Special Education Service

Special Education Director (up to 400 hours at \$150/hr)	\$	60,000
Special Education & Related Services		
i. School Psychology (estimated 200 hours at \$110/hr)	\$	22,000
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

Additional duties that may impact contractual hours

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.

School Psychology Services:

Fee: \$110 per hour based on professional staff utilized

- School Psychology services include:
 - Planning and completing evaluations to determine eligibility for special education services
 - Work with school staff to design and implement interventions for students with academic and behavioral challenges
 - Consult with school staff about students.

- Serve on schools' child study and problem solving teams (as requested by Special Ed Director and School Executive Director)
- Attend evaluation meetings and IEP meetings as requested and as determined by need of the school.

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: 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.
 - *ADOS Testing includes a \$200 testing consumables fee*

Special Ed Coordinator duties/responsibilities include:

Fee: \$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.



LICENSED SCHOOL NURSE CONSULTANT AGREEMENT

(covers services between: 1 July 2024 - 30 June 2025)

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:	District #:	Grades:
School Address:		
Phone:	Fax:	
Director:	Email:	
Contact Person:	Email:	
Invoicing Contact:	Email:	
<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: _____ . Please select one of the following options:</p> <p><input 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	Dr. Kathleen Mortensen	Kristen M. Gerber
Signature	<i>Dr. K</i>	<i>Kristen M Gerber</i>
Title	Executive Director	Owner / Licensed School Nurse
Organization	Woodbury Leadership Academy	Navigate Care Consulting LLC
Date	2/14/2024	5 February, 2024

Not required: Annual service totals will be tracked by the school. Services beyond this amount will require further approval: \$ _____ /year for general education and \$ _____ /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, 2024, and shall continue until June 30, 2025, 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. Hours will be rounded to the nearest quarter hour;
 - b) be charged fees for services other than hourly work quoted on optional service selections by the Client (such as CPR, etc);
 - c) be charged no more than \$400 for annual all employee health and safety virtual training program (general education clients only, 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 time sensitive activities (ie: vision/hearing screenings, special education summations, etc) when Consultant is given less than 15 days notice (30 days notice for the immunization report);
 - 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, developed products or templates, 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 qualified personnel 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;
 - 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)- if it has not been completed in the last 12 months;
 - 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.



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