

School Board Meeting Agenda  
Tuesday, June 18, 2019  
5:00 pm  
AAHS Classroom 122

**Present:** Amy Charpentier, Katie Siewert, Josh MacLachlan, Rachael McNamara, David Massey, LeAnn Lindusky, Jill Heroff, AAHS TPS Representative: (ex-officio)

**Absent:**

**Agenda**

1. Call to Order
2. Conflict of Interest Check
3. Approval of June 18, 2019 Agenda
4. Approval of May 21, 2019 Minutes
5. Public Comments
6. Financial Report (Josh MacLachlan - Treasurer)
  - a. Approval of May 2019 Financial Report
  - b. Approval of May 2019 Disbursements
7. TPS Report (Julie Peterson - Ex Officio)
  - a. Enrollment:
  - b. ADM:
  - c. School Events:
  - d. TPS Accountability Manager: Epicenter up to date
  - e. Staffing:
  - f. Committees:
    - i. TPS:
    - ii. Personnel Committee:
    - iii. Evaluation Task Force:
    - iv. Curriculum:
    - v. Financial:
    - vi. PLC Committee:
    - vii. ESSA Task Force:

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8. Student Data Report – Katie Siewert
9. Search Committee for Business Manager/Chief Financial Officer Services
10. Committee to Evaluate Contract with EdVisions
11. Committee to Find Legal Services Provider
12. Strategic Items
  - a. Update on clarified family leave policy language
  - b. Policy Review:
    - i. 4.7: Substance Abuse – Second Reading
  - c. Board Bylaws Review:
    - i. Article I: Purpose, Mission, and Vision– Second Reading
    - ii. Article II: Offices – Second Reading
    - iii. Article III: Membership – Second Reading
  - d. Policy Proposal: LICSW Stipend/Lane Proposal
  - e. Review Memorandum of Understanding with Dakota County (ESSA Agreement)
  - f. RACI Team Update
13. Action Items
  - a. Approval of revisions to 4.1 through 4.3: Work Rules and Standards, Attendance/Punctuality, & Absence Without Notice
  - b. Approval of revisions to 4.4 through 4.6: Harassment, Telephone Use, & Public Image
  - c. Approval of contract for service with EdVision Cooperative (tabled from the May board meeting)
  - d. Approval of Letter of Engagement with CLA for financial services
  - e. Dissolution of search committee for Business Manager/Chief Financial Officer Services
  - f. Approval of 19-20 school calendar
  - g. Approval of budget for FY20
14. Formal Review of TPS committee
15. Adjourn

School Board Meeting Minutes  
Tuesday, May 21, 2019  
5:00 pm  
AAHS Classroom 122

**Present:** Josh MacLachlan, Rachael McNamara, David Massey, LeAnn Lindusky, AAHS TPS Representative: Ty Cody (ex-officio)

**Absent:** Eric Hove (resigned as per 5/13/2019 email), Amy Charpentier, Katie Siewert, Jill Heroff

**Agenda**

1. Call to Order - 5:13pm
2. Conflict of Interest Check
  - a. No conflicts of interest to report
3. Approval of May 21, 2019 Agenda
  - a. Rachael McNamara motions to approve the May 21, 2019 Agenda. LeAnn Lindusky Seconds.
  - b. Discussion: Proposal by Josh MacLachlan to add 12.f, committee to seek legal service provider.
  - c. Rachael Rescinds McNamara original motion and remotions to add 12.f, committee to seek legal service provider. LeAnn Lindusky seconds.
  - d. Motion Passes with following votes:
    - i. Josh MacLachlan           Aye
    - ii. Rachael McNamara       Aye
    - iii. David Massey            Aye
    - iv. LeAnn Lindusky          Aye
4. Approval of April 16, 2019 Minutes
  - a. Rachael McNamara motions to approve the April 16, 2019 minutes. David Massey seconds.
  - b. Discussion: None
  - c. Motion Passes with following votes:
    - i. Josh MacLachlan           Aye
    - ii. Rachael McNamara       Aye
    - iii. David Massey            Aye
    - iv. LeAnn Lindusky          Aye
5. Public Comments

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- a. Crista Flodquist (Paraprofessional at school) is acknowledged and given the floor
  - i. Daughter just had baby. Crista is currently soul caretaker
  - ii. Proposing amendment to current policy to include grandmothers for family leave policy
  - iii. Propose that definition of who is eligible for FMLA be included
  
- 6. Financial Report (Josh MacLachlan - Treasurer)
  - a. Approval of April 2019 Financial Report
    - i. Rachael McNamara motions to approve April, 2019 financial report. David Massey seconds.
    - ii. Discussion:
      - 1. Expenses for purchased services are above what is expected in budget.
      - 2. Behind in food revenue revenues. Josh will inquire with business manager.
    - iii. Motion Passes with following votes:
      - 1. Josh MacLachlan           Aye
      - 2. Rachael McNamara       Aye
      - 3. David Massey             Aye
      - 4. LeAnn Lindusky         Aye
  - b. Approval of April 2019 Disbursements
    - i. Rachael McNamara motions to approve April, 2019 disbursements. David Massey seconds.
    - ii. Discussion:
      - 1. Four POs unaccounted for in disbursement document
        - a. yearbook                 \$550.27
        - b. little caesars           \$53.09
        - c. amazon                  \$66.49
        - d. walmart                 \$12.67
      - 2. 3 confirmed accounted for. Josh will investigate walmart purchase.
    - iii. Motion Passes with following votes:
      - 1. Josh MacLachlan         Aye
      - 2. Rachael McNamara       Aye
      - 3. David Massey            Aye
      - 4. LeAnn Lindusky         Aye
  
- 7. TPS Report (Ty Cody - Ex Officio)
  - a. Enrollment: 90
  - b. ADM: 9.77
  - c. School Events:

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- i. Graduation on Tuesday June 4th from 5-8pm
    - ii. NWEA Testing on Tuesday May 28 and Wednesday May 29
    - iii. Ambassadors: End of year field trip as incentive to finish NWEA testing
  - d. TPS Accountability Manager: Epicenter up to date
  - e. Staffing:
    - i. 1 Paraprofessional position posted (resignation in last month).
    - ii. SpEd teacher out on maternity leave will be returning. No need for additional SpEd staff.
  - f. Committees:
    - i. TPS: Completed self evaluation
    - ii. Personnel Committee:
    - iii. Evaluation Task Force:
      - 1. Evaluations with Rod H completed
      - 2. Peer evaluations happening this week
    - iv. Curriculum:
      - 1. Observations by curriculum consultant Schnagl last week to guide future development
    - v. Financial:
      - 1. Meeting with TPS team on Thursday to review finances with whole team including details of budgets and salaries. All members TPS committee do not have detailed knowledge of how finances in order to make informed decisions
      - 2. Example of a topic to discuss: Lane changes - what if a staff earns a new certification that is not represented in the pay scale? How will the TPS team handle this?
    - vi. PLC Committee:
      - 1. Reviewing academic data to identify the root cause of curriculum shortfalls
    - vii. ESSA Task Force:
      - 1. ESSA staff have been observing curriculum committee meetings
      - 2. Have helped school identify role of PBL in school's curriculum
      - 3. LeAnn asked about the status on Headrush software. School is looking into how many units to add to a subscription (get accounts for all students or only for students who are "ready for PBL"?)
- 8. Student Data Report – Katie Siewert (Josh MacLachlan)
  - a. UPDATE
    - i. Currently at 52 points out of 100
    - ii. Katie not sure that NWEA data is entered correctly (accounts for 30 points)

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- iii. Postsecondary readiness data still to be entered by June board meeting (accounts for 22 points)
  - iv. Math Data needs to be added. Math probe was changed mid-year. These points (5) may be forfeited due to this change.
  - b. Clear misses on academic goals in contract with ACNW
    - i. Attendance - only 30% of students are present 90% of the time
    - ii. MCA science
9. Search Committee for Business Manager/Chief Financial Officer Services
- a. Committee recommends CLA as finance management provider
  - b. REASONS:
    - i. Highly recommended by other schools
    - ii. Meets needs of board/school for financial documentation/advisement/training
    - iii. Comparable price to current business manager (resigning)
    - iv. Able provide HR/Payroll/Benefits if school/board desires to utilize services in future
10. Committee to Evaluate Contract with EdVisions
- a. No updates
11. Strategic Items
- a. Policy Review:
    - i. 4.7 – First Reading
      - 1. “members” to be replaced with “staff”
    - ii. 4.4 through 4.6 – Second Reading
      - 1. No additional changes
    - iii. 4.1 through 4.3 – Third Reading
      - 1. No additional changes
  - b. Board Bylaws Review:
    - i. Article I – First Reading
      - 1. No changes
    - ii. Article II – First Reading
      - 1. No changes
    - iii. Article III – First Reading
      - 1. Items to clarify/update with advisement by legal council
        - a. Definition of “Voting member”
        - b. Clarifications/definitions of who are allowed to serve on board
  - c. Review of ACNW response dated April 17, 2019
    - i. Rhiannon Sargent from ACNW is acknowledged and given the floor

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1. School's response to ACNW request is adequate
2. Rhiannon reviews ACNW's suggestions for future
  - a. Be sure that process for assessing and enrolling students with federal setting IV is clear and consistent
  - b. Be sure that discipline policies are clear and consistent
  - c. Be able to articulate balance between accountability and restorative practices
- d. Special Review of Academic Arts Family Leave Policy (part of Policy)
  - i. TPS committee needs to clarify:
    1. Who qualifies for policy
    2. What they qualify for
  - ii. TPS will provide board with clarified language for policy by June board meeting.
- e. RACI Team Update
  - i. During summer, TPS committee will delegate tasks compiled in RACI chart to specific individuals and make them part of job descriptions / work agreements before August 20, 2019 (when work agreements start).

12. Action Items

- a. Approval of revisions to Policy 3.21 through 3.26
  - i. Rachel McNamara motions to approve revisions to Policy 3.21 through 3.26.  
David Massey seconds
  - ii. Discussion: None
  - iii. Motion Passes with following votes:
    1. Josh MacLachlan           Aye
    2. Rachael McNamara       Aye
    3. David Massey             Aye
    4. LeAnn Lindusky          Aye
- b. Approval of contract with TeacherCentricity, LLC, to provide curriculum consultation
  - i. Rachel McNamara motions to approve contract with TeacherCentricity, LLC.  
Leann Lindusky Seconds.
  - ii. Discussion:
    1. Service vetted by TPS (one of three that were interviewed)
    2. Providing curriculum development services
    3. Has already met with team twice and observed school
    4. Will be working with Curriculum Committee over summer
    5. Using Title IV funds to pay for services
  - iii. Motion Passes with following votes:
    1. Josh MacLachlan           Aye

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2. Rachael McNamara      Aye
  3. David Massey          Aye
  4. LeAnn Lindusky        Aye
- c. Approval of contract for service with EdVision Cooperative
- i. Rachael McNamara motions to approve contract with Edvisions Cooperative. David Massey Seconds.
  - ii. Discussion:
    1. Benefits costs increasing by 10%, a \$12k additional cost to school.
    2. Josh MacLachlan suggests tabling until June board meeting to further review effects of increases in benefits costs
  - iii. Rachael McNamara Rescinds motion and remotions to table until June board meeting. David Massey seconds.
  - iv. Discussion: None
  - v. Motion Passes with following votes:
    1. Josh MacLachlan      Aye
    2. Rachael McNamara    Aye
    3. David Massey         Aye
    4. LeAnn Lindusky      Aye
- d. Approval of Memorandum of Understanding with Dakota County (ESSA Agreement)
- i. Josh MacLachlan motions to approve Memorandum of Understanding with Dakota County. Rachael McNamara seconds.
  - ii. Discussion:
    1. Dakota county often late in paying for transportation
    2. Memorandum will clarify responsibilities of school and county for providing and paying for student transportation.
    3. Draft copy in packet:
      - a. Josh MacLachlan suggests tabling until a final draft is given to board.
      - b. Ty Cody suggests putting memorandum through review process as a strategic item in June board meeting
  - iii. Josh MacLachlan rescinds motion.
- e. Approval of resignation of Eric Hove from the Board
- i. Leann Lindusky motions to accept resignation of Eric Hove from the board. Rachel McNamara seconds.
  - ii. Discussion:
    1. Resigned via email on May 13, 2019. Completed board packet for May 21, 2019 board meeting.
    2. Eric was valued member of the board and his presence will be missed
  - iii. Motion Passes with following votes:



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1. Josh MacLachlan      Aye
  2. Rachael McNamara      Aye
  3. David Massey      Aye
  4. LeAnn Lindusky      Aye
- f. Formation of committee to seek legal service provider
- i. Josh MacLachlan motions to approve the formation of committee to seek legal service provider. David Massey seconds.
  - ii. Discussion:
    1. David Massey and Josh MacLachlan will be on this committee
    2. Committee will report progress at June board meeting
  - iii. Motion Passes with following votes:
    1. Josh MacLachlan      Aye
    2. Rachael McNamara      Aye
    3. David Massey      Aye
    4. LeAnn Lindusky      Aye
13. Adjourn
- a. Rachael McNamara motions to adjourn meeting at 7:16pm

SCHOOL NAME:		Academic Art High School							
Month Ending:		5/31/2019		92%		May trans			
GENERAL FUND - 01		Approved Budget - Rev Nov18	Year -to-Date Activity	Percent of Budget		APR			
						Year -to-Date Activity			
<b>REVENUES</b>									
<b>State Revenues</b>									
General Education Aid	\$	844,109	\$	845,913	100.2%	\$	55,553	\$	790,360
Facilities Lease Aid	\$	149,796	\$	67,707	45.2%	\$	-	\$	67,707
Special Education Aid	\$	628,663	\$	657,987	104.7%	\$	42,590	\$	615,398
Other misc - student receipts	\$	-	\$	2,927		\$	-	\$	2,927
<b>Total State Revenues</b>	\$	<b>1,622,568</b>	\$	<b>1,574,535</b>	<b>97.0%</b>			\$	<b>1,476,391</b>
<b>Federal Revenues</b>									
Title 1	\$	1,832	\$	-	0.0%			\$	-
Title II	\$	2,084	\$	-				\$	-
Fed special Education	\$	20,000	\$	26,882	134.4%			\$	26,882
Food Service	\$	-	\$	-				\$	-
<b>Total Federal Revenues</b>	\$	<b>23,916</b>	\$	<b>26,882</b>	<b>112.4%</b>			\$	<b>26,882</b>
<b>Local Revenues</b>									
Student Activity	\$	5,400	\$	-	0.0%			\$	-
Gift	\$	1,000	\$	-	0.0%			\$	-
interest	\$	100	\$	-				\$	-
Miscellaneous (specify and add rows as needed)	\$	1,000	\$	-	0.0%			\$	-
<b>Total Local Revenues</b>	\$	<b>7,500</b>	\$	<b>-</b>	<b>0.0%</b>			\$	<b>-</b>
<b>TOTAL REVENUES</b>	\$	<b>1,653,984</b>	\$	<b>1,601,417</b>	<b>96.8%</b>	\$	<b>98,143</b>	\$	<b>1,503,273</b>
<b>EXPENDITURES</b>									
<b>Administration</b>									
Salaries	\$	64,538	\$	54,200	84.0%	\$	5,969	\$	48,231
Benefits	\$	36,236	\$	19,349	53.4%	\$	1,720	\$	17,629
Purchased Services	\$	73,444	\$	92,214	125.6%	\$	8,491	\$	83,723
Other	\$	19,800	\$	12,988	65.6%	\$	-	\$	12,988
<b>Total Administration</b>	\$	<b>194,018</b>	\$	<b>178,750</b>	<b>92.1%</b>			\$	<b>162,571</b>
<b>District Support Services</b>									
Salaries	\$	-	\$	-	0.0%			\$	-
Benefits	\$	-	\$	-	0.0%			\$	-
Purchased Services	\$	-	\$	-	0.0%			\$	-
Supplies and Materials	\$	-	\$	-	0.0%			\$	-
Capital Expenditures	\$	-	\$	-	0.0%			\$	-
<b>Total District Support Services</b>	\$	<b>-</b>	\$	<b>-</b>	<b>0.0%</b>			\$	<b>-</b>
<b>Elementary and Secondary Regular Instruction</b>									
Salaries	\$	247,351	\$	222,067	89.8%	\$	19,321	\$	202,746
Benefits	\$	77,446	\$	70,599	91.2%	\$	6,886	\$	63,713
Purchased Services	\$	27,296	\$	25,440	93.2%	\$	4,800	\$	20,640
Supplies and Materials	\$	14,000	\$	12,723	90.9%	\$	2,475	\$	10,248
Capital Expenditures	\$	-	\$	-	0.0%			\$	-
Other Expenditures	\$	-	\$	-	0.0%			\$	-
<b>Total Elementary and Secondary Regular Instruction</b>	\$	<b>366,093</b>	\$	<b>330,828</b>	<b>90.4%</b>			\$	<b>297,346</b>
<b>State Special Education</b>									
Salaries	\$	491,773	\$	475,081	96.6%	\$	50,194	\$	424,887
Benefits	\$	167,089	\$	145,865	87.3%	\$	13,556	\$	132,309
Purchased Services	\$	12,000	\$	12,572	104.8%	\$	-	\$	12,572
Supplies and Materials	\$	4,320	\$	62	1.4%			\$	62
<b>Total State Special Education</b>	\$	<b>675,182</b>	\$	<b>633,580</b>	<b>93.8%</b>			\$	<b>569,830</b>
<b>Federal Special Education</b>									
Salaries	\$	-	\$	-	0.0%			\$	-
Benefits	\$	-	\$	-	0.0%			\$	-
Purchased Services	\$	10,000	\$	9,300	93.0%	\$	-	\$	9,300
Supplies and Materials	\$	10,000	\$	7,626	76.3%	\$	-	\$	7,626
<b>Total Federal Special Education</b>	\$	<b>20,000</b>	\$	<b>16,926</b>	<b>84.6%</b>			\$	<b>16,926</b>

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<b>Title I</b>				
Salaries			0.0%	
Benefits			0.0%	
Purchased Services	\$ 1,832	\$ -	0.0%	\$ -
Supplies and Materials		\$ -	0.0%	\$ -
<b>Title Programs</b>	<b>\$ 1,832</b>	<b>\$ -</b>	<b>0.0%</b>	<b>\$ -</b>
<b>Title II</b>				
Salaries		\$ -	0.0%	\$ -
Benefits			0.0%	
Purchased Services	\$ 2,084	\$ 2,834	0.0%	\$ 2,834
Supplies and Materials			0.0%	
<b>Other Federal Programs</b>	<b>\$ 2,084</b>	<b>\$ 2,834</b>	<b>0.0%</b>	<b>\$ 2,834</b>
<b>Instructional Support Services</b>				
Salaries			0.0%	
Benefits			0.0%	
Purchased Services	\$ -	\$ 265	#DIV/0!	\$ 265
Supplies and Materials			0.0%	
<b>Total Instructional Support Services</b>	<b>\$ -</b>	<b>\$ 265</b>	<b>#DIV/0!</b>	<b>\$ 265</b>
<b>Pupil Support Services</b>				
Salaries	\$ 30,426	\$ 12,613	41.5%	\$ 916
Benefits	\$ 10,555	\$ 2,311	21.9%	\$ 281
Purchased Services	\$ 54,390	\$ 59,859	110.1%	\$ 1,625
Supplies and Materials		\$ 1,742	0.0%	\$ -
<b>Pupil Support Services</b>	<b>\$ 95,371</b>	<b>\$ 76,526</b>	<b>80.2%</b>	<b>\$ 73,705</b>
<b>Sites and Buildings</b>				
Salaries	\$ -	\$ -	0.0%	\$ -
Benefits	\$ -	\$ -	0.0%	\$ -
Facilities Lease	\$ 219,332	\$ 219,413	100.0%	\$ 36,630
Purchased Services (Repairs, maintenance, u	\$ 72,260	\$ 74,896	103.6%	\$ 11,210
Supplies and Materials	\$ 2,000	\$ 116	5.8%	\$ -
Capital Expenditures		\$ -	0.0%	\$ -
<b>Total Sites and Buildings</b>	<b>\$ 293,592</b>	<b>\$ 294,425</b>	<b>100.3%</b>	<b>\$ 246,585</b>
<b>Fiscal and Other Fixed Costs</b>				
Purchased Services	\$ 9,500	\$ 10,309	108.5%	\$ -
Interfund Transfer				
<b>Total Fiscal and Other Fixed Costs</b>	<b>\$ 9,500</b>	<b>\$ 10,309</b>	<b>108.5%</b>	<b>\$ 10,309</b>
<b>TOTAL EXPENDITURES</b>	<b>\$ 1,657,672</b>	<b>\$ 1,544,444</b>	<b>93.2%</b>	<b>\$ 164,072</b>
<b>GENERAL FUND 01 - NET INCOME</b>	<b>\$ (3,688)</b>	<b>\$ 56,973</b>		<b>\$ (65,929)</b>
<b>FOOD SERVICE FUND - 02</b>				
	Approved Budget	Year -to-Date Activity		\$ - Year -to-Date Activity
<b>REVENUES</b>				
State Revenues			0.0%	
Federal Revenues	\$ 8,000	\$ 3,918	49.0%	\$ -
Sale of Lunches and Other Local Revenue				
Transfer from General Fund				
<b>TOTAL REVENUES</b>	<b>\$ 8,000</b>	<b>\$ 3,918</b>	<b>49.0%</b>	<b>\$ -</b>
<b>EXPENDITURES</b>				
Salaries	\$ -	\$ -	0.0%	\$ -
Benefits	\$ -	\$ -	0.0%	\$ -
Purchased Services	\$ -	\$ -	0.0%	\$ -
Supplies and Materials	\$ 20,000	\$ 24,312	121.6%	\$ 1,412
Other	\$ -	\$ -	0.0%	\$ -
<b>TOTAL EXPENDITURES</b>	<b>\$ 20,000</b>	<b>\$ 24,312</b>		<b>\$ 1,412</b>
<b>FOOD SERVICE FUND 02 - NET INCOME</b>	<b>\$ (12,000)</b>	<b>\$ (20,394)</b>		<b>\$ (1,412)</b>
<b>Fund Balance at Beginning of Year</b>	<b>\$ 322,859</b>	<b>\$ 322,859</b>		<b>\$ 322,859</b>
<b>Net Income Year to Date</b>	<b>\$ (15,688)</b>	<b>\$ 36,579</b>		<b>\$ 103,921</b>
<b>Ending Fund Balance</b>	<b>\$ 307,171</b>	<b>\$ 359,438</b>		<b>\$ 426,780</b>

Financials are unaudited and should be used for management purposes only.

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\$	1,412
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	-
\$	67,342
\$	67,342

Financials are unaudited and should be used for management purposes only.

**SCHOOL NAME:**

Academic Arts High School

**Month ending**

May-19

Description	General Fund 01	Food Service Fund 02	Total Funds
<b>ASSETS</b>			
Cash - checking	\$ 157,128	\$ (20,393)	\$ 136,735
Cash - savings	\$ -		\$ -
Investments	\$ -		\$ -
Accounts Receivable - due from MDE	\$ 132,376		\$ 132,376
Accounts Receivable - due from other	\$ 8,808		\$ 8,808
Prepays	\$ -		\$ -
Other (specify and add rows as needed)			
<b>TOTAL ASSETS</b>	<b>\$ 298,312</b>		<b>\$ 298,312</b>
<b>LIABILITIES &amp; FUND BALANCE</b>			
<b>Liabilities</b>			
Accounts Payable	\$ -	\$ -	\$ -
Payroll Liabilities	\$ (124,902)	\$ -	\$ -
Deferred Revenue	\$ -	\$ -	\$ -
Due to Other	\$ -	\$ -	\$ -
Short Term Debt	\$ -	\$ -	\$ -
<b>Total Liabilities</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Fund Balance</b>		\$ -	
Unassigned Fund Balance - Previous YE	\$ 322,859	\$ -	\$ 322,859
Net Income/(Loss) - Current YTD	\$ 56,973	\$ (20,394)	\$ 36,579
<b>Total Fund Balance</b>	<b>\$ 379,832</b>	<b>\$ (20,394)</b>	<b>\$ 359,438</b>
<b>TOTAL LIABILITIES &amp; FUND BALANCE</b>			<b>\$ 359,438</b>

Financials are unaudited and should be used for management purposes only.

Check #	Date	Vendor	Amount	Description
6256 CH	5/7/2019 00:0	Century Link	\$ 307.59	phone
6257 CH	5/7/2019 00:0	CKC Good Food	\$ 1,412.41	lunch
6258 CH	5/7/2019 00:0	Comcast	\$ 150.92	internet
6259 CH	5/7/2019 00:0	Danyelle Bennett	\$ 66.62	LA supplies
6260 CH	5/7/2019 00:0	DEAN WALCZAK	\$ 2,975.00	Fin mgmt May 2019
6261 CH	5/7/2019 00:0	Hennepin Healthcare	\$ 448.00	nursing services
6262 CH	5/7/2019 00:0	QUILL CORPORATION	\$ 102.99	compost bags
6263 CH	5/7/2019 00:0	Teachers on Call	\$ 1,989.00	substitutes
6264 CH	5/7/2019 00:0	US Bancorp Equipment Finance	\$ 198.78	copier lease
6265 CH	5/7/2019 00:0	DEAN WALCZAK	\$ 2,975.00	Fin Mgmt Apr 2019
5022019 WX	5/31/2019 00:	CUB FOODS	\$ 233.37	food
5062019 WX	5/31/2019 00:	Holiday Gas Station	\$ 60.54	van gas
5082019 WX	5/31/2019 00:	Amazon	\$ 9.99	curriculum
5092019 WX	5/31/2019 00:	Walmart	\$ 49.94	curriculum
5152019 WX	5/31/2019 00:	EDVISIONS COOPERATIVE	\$100,819.43	payroll 2019
5162019 WX	5/31/2019 00:	Minnesota Attorney Generals Office	\$ 28.95	990 form
5222019 WX	5/31/2019 00:	Dairy Queen	\$ 11.12	food
5242019 WX	5/31/2019 00:	Chipotle	\$ 91.75	Food for TPS meeting
5282019 WX	5/31/2019 00:	NWEA	\$ 1,225.00	testing
5302019 WX	5/31/2019 00:	Walmart	\$ 34.03	supplies
5312019 WX	5/31/2019 00:	Ford	\$ 1,163.71	sped van lease
20191698 CH	5/31/2019 00:	Teachers on Call	\$ 442.00	substitutes
20191699 CH	5/31/2019 00:	Southview Office CenterLLC	\$ 23,919.89	lease
20191700 CH	5/31/2019 00:	MAAP	\$ 1,425.00	MAAP stars spring conference
50220192 WX	5/31/2019 00:	YMCA Greater St. Paul	\$ 38.00	students
50820193 WX	5/31/2019 00:	Lowe's	\$ 12.30	supplies
50820197 WX	5/31/2019 00:	Amazon	\$ 119.00	Subscription
50920192 WX	5/31/2019 00:	Amazon	\$ 7.69	curriculum
51020197 WX	5/31/2019 00:	JIMMY JOHN'S	\$ 139.31	food
52320192 WX	5/31/2019 00:	Chipotle	\$ 100.00	gift cards
52320193 WX	5/31/2019 00:	Dairy Queen	\$ 17.74	food
52420193 WX	5/31/2019 00:	Dunkin Donuts	\$ 14.16	foof
52820194 WX	5/31/2019 00:	target	\$ 48.15	supplies
52820197 WX	5/31/2019 00:	target	\$ 142.84	computer mice
52920197 WX	5/31/2019 00:	Walmart	\$ 68.67	curriculum
53120194 WX	5/31/2019 00:	Ford	\$ 461.38	sped van lease
53120195 WX	5/31/2019 00:	Dairy Queen	\$ 13.78	food
53120196 WX	5/31/2019 00:	Amazon	\$ 7.00	curriculum pbl
53120197 WX	5/31/2019 00:	Old National Bank	\$ 28.56	service charge
523201923 WX	5/31/2019 00:	Dunkin Donuts	\$ 9.27	food
531201944 WX	5/31/2019 00:	Amazon	\$ 8.99	curriculum

### **ORIGINAL WORDING**

#### **Academic Arts Family Leave Policy (portion of 6.8.1) – SPECIAL REVIEW**

Academic Arts High School provides 6 calendar weeks of family leave at 100% of salary for a new child regardless of medical need (i.e. birth mothers, fathers, and adoptive parents all qualify) in conjunction with the forfeit of 10 days of accrued PTO. Without forfeit of 10 days of PTO, leave would be at 60% of salary.

Those taking Family/Medical Leave are not responsible for the duties that fall under their job description, however, some duties within the job description, as well as outside of it, can be contracted to the employee upon Personnel Committee approval.

### **CLARIFIED WORDING**

#### **Academic Arts Family Leave Policy (portion of 6.8.1) – SPECIAL REVIEW**

Academic Arts High School provides 6 calendar weeks of family leave at 100% of salaried employee pay for a new child regardless of medical need in conjunction with the forfeit of 10 days of accrued PTO. Birth parents and adoptive parents qualify. Salaried and hourly staff qualify; hourly staff at 60% of normal rate for hours in the specific pay period policy is used. Without forfeit of 10 days of PTO, the school provides leave at 60% of employee pay. For birth mothers, this policy is used in conjunction with short term disability.

Those taking Family/Medical Leave are not responsible for the duties that fall under their job description, however, some duties within the job description, as well as outside of it, can be contracted to the employee upon Personnel Committee approval.



## 4.7 SUBSTANCE ABUSE – SECOND READING

EdVisions Cooperative and the School are committed to providing a safe and productive workplace for its staff members. In keeping with this commitment, the following rules regarding alcohol and drugs of abuse have been established for all staff members, regardless of rank or position, including both regular and temporary staff members. The rules apply during working hours to all staff members of the School while they are on the School premises or elsewhere on School business/field trips.

The manufacture, distribution, possession, sale, or purchase of controlled substances of abuse on School property is prohibited.

Being under the influence of illegal drugs, alcohol, or substances of abuse on School property is prohibited.

Working while under the influence of prescription drugs that impair performance is prohibited.

Consistent with the rules listed above, any of the following actions constitutes a violation of the Cooperative's policy on drugs and may subject a member to disciplinary action, up to and including immediate termination.

Using, selling, purchasing, transferring, manufacturing, or storing an illegal drug or drug paraphernalia, or attempting to or assisting another to do so, while in the course of employment.

Working or reporting to work, conducting School business or being on School property while under the influence of an illegal drug or alcohol, in an impaired condition, or having the appearance (odor on breath, slurred speech, etc.) of being under the influence.

So that there is no question about what these rules signify, please note the following definitions:

**School property:** All Cooperative/School owned or leased property including vehicles, parking lots and land.

**Controlled substance abuse:** Any substance listed in Schedules I-V of Section 202 of the Controlled Substance Act, as amended.

**Drug:** Any chemical substance including alcohol that produces physical, mental, emotional, or behavioral change in the user.

**Drug paraphernalia:** Equipment, a product, or material that is used or intended for use in concealing an illegal drug, or otherwise introducing into the human body an illegal drug or controlled substance.

**Illegal**

**drug:**

**a.** Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture, or storage is illegal or regulated under any federal, state, or local law or regulation. **b.** Any drug, including – but not limited to – a prescription drug, used for any reason other than that prescribed by a physician. **c.** Inhalants used illegally.

**Under the influence:** A state of not having the normal use of mental or physical faculties resulting from the voluntary introduction into the body of an alcoholic beverage, drug, or substance of abuse.

## **BYLAWS REVIEW ARTICLES I THROUGH III – SECOND READING**

### **ARTICLE I PURPOSE, MISSION, AND VISION**

The purposes of Academic Arts High School, henceforth referred to as AAHS, are as stated in its Articles of Incorporation, formerly River Heights Charter School, for nonprofit and educational purposes pursuant to the school's mission and vision which are as follows:

***Vision: A generation of young people who navigate the world with the awareness, knowledge, attitudes, and skills necessary to make a positive impact.***

***Mission Statement: Learn by doing. Embrace your place in the world. Prepare for the future. And make friends along the way.***

### **ARTICLE II OFFICES**

AAHS shall have and maintain a registered office in the state of Minnesota which may be, but not need be, identical with the principal office in the State of Minnesota.

### **ARTICLE III MEMBERSHIP**

Section 1. Members: Members of the Board of Directors of AAHS shall consist of parents, guardians of currently or previously enrolled students, community members, and staff employed by AAHS.

Section 2. Annual Meeting: The annual meeting of the members and Board Elections of AAHS (pursuant to Article IV hereafter) shall be held at such time and location as determined by the Board of Directors. Board Elections and the Annual Meeting will be held on a day in which Academic Arts High School is in session. Notification shall be by a posting on the Academic Arts High School website and posting in the front entryway of the school premises. Notice of the meeting will contain the date, time and place of the meeting and will be posted at least thirty (30) days prior to the meeting date.

Section 3. Special Meeting: A Special Meeting of Members may be called at any time by a majority vote of the Board of Directors. Notification of the meeting shall be via posting in the front entryway of the school premises, school website, email, telephone, or postal service no fewer than three (3) days prior to the meeting. Such notice shall contain the date, time, place and purpose of the meeting.

Section 4. Quorum: For any annual or special meeting, a majority of the voting members shall constitute a quorum.

Section 5. Voting: At each annual meeting of the membership, every voting member shall have one (1) vote. Members may vote in person or by proxy when voting in new Member(s) of the Board of Directors. The affirmative vote of a majority of a quorum of voting members shall constitute a duly authorized action of the membership.

## **REVISIONS**

**Section 4. Voting Members: Voting members eligible to vote in Members of the Board of Directors shall include staff of the school, board members, and parents/guardians of students enrolled in the school.**

**Section 5. Voting: At each annual meeting of the membership, every voting member shall have one (1) vote. Members may vote in person or by proxy when voting in new Member(s) of the Board of Directors. The affirmative vote of a majority or plurality of votes shall constitute a duly authorized action of the membership.**

# LICSW Pay Scale Proposal

## Licensed Graduate Social Worker (LGSW)

The next level of licensure is known as the Licensed Graduate Social Worker (LGSW) this allows you to do non-clinical social work in a wider variety of jobs as well as enjoying a higher rate of pay for your work. You can also perform supervised clinical social work if under the supervision of a state licensed LICSW with additional supervised experience being required (see below). If you wish to attain the title Licensed Graduate Social Worker (LGSW) in Minnesota, you will need to complete the following steps:

1. You must first get a Master of Social Work degree from a Council on Social Work Education (CSWE) accredited university or college. They will also accept degrees from the Canadian Association of Schools of Social Work (CASW) or a similar accreditation body designated by the board. Alternately, you may hold a Doctorate of Social Work from an accredited school
2. Next you will need to pay the \$77 criminal background check and application fee and pass a fingerprint background check from a state approved agency as part of the application process.
3. You will also need to apply with the paper application you find [here](#). If you prefer you can apply online using the application process you can [find here](#).
4. Once you attain your license, you will need to log 4,000 hours of supervised practice with 100 hours of supervision during those 4,000 hours. You will need to complete the Supervision Plan as part of initial licensing which you can find [here](#). You will also need to provide proof you have completed the supervision by having your Board approved supervisor complete the Nonclinical supervision verification form which you can find [here](#)
5. If you wish to engage in clinical practice after initial licensure, you will need to meet the following requirements: You must log 4,000 to 8,000 hours of clinical social work practice. 200 hours of this must be supervised within the 4 - 8,000 hours logged. Of the 4,000 hours, at least 1,800 hours must be in the form of direct client contact. You will need to submit a Clinical Supervision Plan as found [here](#) to the Board. Your supervisor will then need to complete this Clinical Supervision Verification form after you have logged the required hours.
6. Finally, you must pass the Association of Social Work Boards (ASWB) Master's Level Exam. You will need to pay the \$230 fee and apply for your ASWB Master's Level exam [here](#).
7. To renew your license, you must have successfully completed 40 contact hours of continuing education.

## Licensed Independent Clinical Social Worker (LICSW)

The highest level of licensure in Minnesota is the Licensed Independent Clinical Social Worker (LICSW). This level of licensure allows you to practice clinical social work in a private practice or an agency setting. You can also supervise lower levels of licensure (LSW, LGSW, LISW) in a clinical setting. If you wish to hold the title of Licensed Independent Clinical Social Worker (LICSW) in Minnesota, you will need to complete the following steps:

- You must first get a Master of Social Work degree from a Council on Social Work Education (CSWE) accredited university or college. They will also accept degrees from the Canadian Association of Schools of Social Work or a similar accreditation body designated by the board. Alternately, you may hold a Doctorate of Social Work from an accredited school.
- You must log 4,000 hours of clinical social work practice. 200 hours of this must be supervised within the 4,000 hours logged. Of the 4,000 hours, at least 1,800 hours must be in the form of direct client contact. You will need to submit a Clinical Supervision Plan as found [here](#) to the Board. Your supervisor will then need to complete this Clinical Supervision Verification [form](#) after you have logged the required hours.
- You will then need to participate in a CSWE accredited graduate program and complete 360 Clinical Clock Hours. You will need to show you have the following hours:
  - 108 clock hours in biopsychosocial assessment including normative development as well as psychopathology throughout full development of a human life. You will also need to have demonstrated differential diagnosis during this process..
  - 36 clock hours must be in assessment based clinical plans for treatments; the treatment model you create must have measurable goals.
  - 108 clock hours in clinical intervention methods informed by current standards in social work practice as well as the most recent research in the field.
  - 18 clock hours must be logged demonstrating evaluation methodologies.
  - 72 clock hours must be in social policy, cultural context, diversity as well as social work ethics and values
  - 18 clock hours must be logged demonstrating the ability to perform culturally specific clinical assessments as well as interventions.
- You will need to have your graduate program official help you to complete the 360 hours forms which you can find by clicking [here](#).
- Next you will need to pay the \$77 criminal background check and application fee and pass a fingerprint background check from a state approved agency as part of the application process.

- You will also need to apply with the paper application you find [here](#). If you prefer you can apply online using the [application process](#).
- Once you have completed and sent in your application you may apply with the Association of Social Work Boards (ASWB) for their Clinical Level exam. You will need to pay the \$260 fee and apply for your [ASWB Clinical Level exam here](#).
- Once you pass the test you will be eligible to receive your new title of Licensed Independent Clinical Social Worker in the state of Minnesota
- To renew your license, you must have successfully completed 40 contact hours of continuing education.

## **Minneapolis Public Schools**

7.8 National Board Certification on the Standard Salary Schedule: 7.8.1 Qualification: Any professionally licensed teacher in the Minneapolis Public Schools who achieves National Board Certification (NBC) or a recognized equivalent national certification as agreed upon by the Union and the District will qualify for the next lane on the teacher standard salary schedule.

7.8.2 Support specialist contract teachers including speech clinicians, audiologists, school social workers II, psychologists, occupational therapists, physical therapists, and Licensed School Nurses who achieve national, advanced certifications beyond Masters initial licensure in their area of specialty and are in a licensure area that provides services to students of the district through Third-Party Billing shall be eligible for an additional lane change. The following national, advanced certifications shall apply:

- Audiologists– ASHA-CCC-AUD
- Nurses – CNS, CPN, CPNP
- Occupational Therapists – AOTA-BCP
- Psychologists – NCSP
- Physical Therapists – APTA-PSC
- School Social Workers – LICSW, LISW
- Speech Language Pathologists – ASHA-CCC-SLP Other innovative health provider models may be considered on a case-by-case basis upon written request.

## **St. Paul Public Schools**

### **SECTION 11. CERTIFIED SPEECH CLINICIANS, SOCIAL WORKERS, NURSE PRACTITIONERS**

Subd. 1. Certified Nurse Practitioners, Speech Clinicians who hold CCC certification and Social Workers who hold LICSW license will receive a \$3,500 annual stipend paid on an hourly rate over each biweekly pay period. Certified Nurse Practitioners, Speech Clinicians who hold CCC

certification and Social Workers who hold LICSW license that renew their certification at the ten year expiration date will receive an additional \$750.

The employee receives \$1000 the year they seek certification or renewal upon completion of the work required for certification. \$300 of allowance for materials.

**What I'm proposing for the AAHS LICSW pay scale:**

Continue to follow the AAHS teacher pay scale + \$3,500 annual stipend



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("Memorandum") is entered into between the County of Dakota, a political subdivision of the State of Minnesota, through its Social Services Department, ("County") and \_\_\_\_\_ ("School").

**WHEREAS**, the sole purpose of this Memorandum is to encourage cooperation between the County and the School and to further detail the separate and distinct roles and responsibilities of each party hereto; and

**WHEREAS**, the School and the County must collaborate to develop and implement clear written procedures governing how transportation to maintain children in foster care in their schools of origin, when in their best interest, will be provided, arranged, and funded for the duration of the child's time in foster care through procedures that ensure that:

- Children in foster care needing transportation to their schools of origin will promptly receive that transportation in a cost effective manner and in accordance with section 475(4)(A) of the Social Security Act; and
- If there are additional costs incurred in providing transportation to the school of origin, the School will provide such transportation if (1) the County agrees to reimburse the School for the cost of such transportation; (2) the local educational agency agrees to pay for the cost; or (3) the local educational agency and local child welfare agency agree to share the cost. (Every Student Succeeds Act, 20 U.S.C. 1112(c)(5)(B)); and

**WHEREAS**, County and School have agreed that individual student circumstances vary such that decisions regarding transportation needs will need to be made case-by-case considering a set of guiding principles; and

**NOW, THEREFORE**, the parties hereto agree that it is in the best interests of all concerned to enter into this Memorandum.

### I. ROLES AND RESPONSIBILITIES

- A. It is understood that County and School will make use of the following strategies in determining transportation methods and costs for children in foster care remaining in their school of origin, with attention to promptly accessing cost-effective transportation that accounts for the student's needs.
1. If the foster care placement is in the school of origin attendance area, the School arranges for and covers the costs of transportation.
  2. If the foster care placement is not in the school of origin attendance area but is still within the school district, the County will first inquire with the foster parent to determine whether the foster parent is able to transport the student to school. If the foster parent is able to provide transportation, the foster parent transportation costs are the County responsibility consistent with placement reimbursement.
  3. If the placement is not in the school of origin attendance area but is still within the school district, but the foster parent is unable to transport the student to school, the School arranges for and covers the costs of transportation.

4. If the foster care placement is outside the student's school of origin school district, decisions regarding the most appropriate means of transportation and payment for the costs of transportation are determined on an individual basis using a decision making meeting.
  - a. If the student has an Individualized Education Plan ("IEP"), the decision making meeting to determine transportation responsibilities will include the IEP case manager, district representatives from both the school of origin and the school serving the area where the student is in foster care, the placement social worker, and a representative from the County supervising placements. The decision making meeting will discuss the viability of continued special services from the school of origin district considering the student's needs for educational stability and program stability. It will further determine available transportation options, which may include cab service, specialty transportation service, or engagement of informal support options available to the student or foster family, and the appropriate funding path to address transportation costs.
  - b. If the student does not have an IEP, the decision making meeting will include a district representative from the school of origin, the placement social worker, and a representative from the County supervising placements. The decision making meeting will discuss the viability of remaining in the school of origin considering the student's needs for educational stability and any activities or programs important to the student's school experience. The parties will further determine available transportation options, which may include cab or transportation service, or engagement of informal support options available to the student or foster family, and the appropriate funding path to address transportation costs.

## II. ADDITIONAL COUNTY RESPONSIBILITIES

- A. The County has designated a dedicated point of contact for local educational agencies: Donna LaBeau, school liaison, at 952.891.7336 or [donna.labeau@co.dakota.mn.us](mailto:donna.labeau@co.dakota.mn.us), or successor. If Donna LaBeau is unavailable, the Interagency Collaborative Coordinator Janell Schilman may assist at 952.891.7449 or [janell.schilman@co.dakota.mn.us](mailto:janell.schilman@co.dakota.mn.us), or successor.
- B. The County seeks Title IV-E reimbursement for transportation costs for those children who are eligible.
- C. The County has established an internal process to notify a local education agency when a child is placed in foster care, or when a change of placement location is necessary.
- D. The County will help facilitate records transfers for pertinent information when a child changes school enrollment.

## III. ADDITIONAL SCHOOL RESPONSIBILITIES

- A. The School will designate a dedicated point of contact for the local child welfare agency and shall provide that point of contact's name, phone number, and email address to the County's school liaison, listed above in Section II. A. within ten (10) business days of executing this Memorandum.
- B. The School will participate in the Minnesota Department of Education pilot project funding for educational stability for students in foster care as applicable, per Laws of Minnesota 2017, 1st Spec. Sess., chapter 5, article 2, section 54.

- C. The School will help facilitate records transfers for pertinent information when notified by the County that a student in foster care is changing school enrollment.

**IV. DISPUTE RESOLUTION**

In the event that the School and the County are unable to reach a decision regarding responsibility to pay additional transportation costs for a student in foster care to remain in the school of origin through the steps described above, the next step is an administrative meeting between the School and County. This meeting will be held within ten (10) business days and will include the Dakota County Deputy Director responsible for Children and Family Services and the designee from the School. Each agency is responsible for providing relevant information from their agency perspective for consideration at the meeting and agrees to engage in good faith efforts to reach a mutually acceptable resolution. Within ten (10) business days, the parties will memorialize their decision in writing. If no agreement is reached, the County’s determination will prevail. Pending the outcome of the dispute resolution process, the student will remain in the school of origin and any additional transportation costs will be paid by the entity previously paying for transportation. If transportation was not provided previously, the School will arrange and provide transportation, and County will cover additional costs, until the dispute is resolved.

**V. GENERAL TERMS**

- A. **Terms.** This Memorandum of Understanding will begin effective as of the date of last signature and will continue through June 30, 2018 (“Expiration Date”) unless otherwise terminated earlier pursuant to the terms hereof. This Memorandum will be automatically renewed for another year term unless either party exercises the rights under the termination clause, Section V.C., prior to the Expiration Date.
- B. **Authorized Representatives.** The following named parties are the Authorized Representatives:

<b>For County:</b>	<b>For School:</b>
Name	Name
Title	Title
Address	Address
E-mail	E-mail
Phone	Phone

- C. **Termination.** Either party may terminate this Memorandum for any reason or no reason by giving the other party thirty (30) calendar days’ prior written notice.
- D. **Confidentiality and Records Management.** For purposes of this Memorandum, all data created, collected, received, stored, used, maintained, or disseminated by the parties in the performance of their duties is subject to the requirements of the Minnesota Government Data Practices Act (“MGDPA”), Minn. Stat. Chapter 13 and Minnesota Rules, Part 1205 implementing the MGDPA as amended as well as any applicable Federal laws on data privacy and security.

If information is to be exchanged for the purposes of providing services, all necessary Tennessee Notices, consents, releases, or authorizations shall be obtained prior to the release or exchange of such information unless such exchange is otherwise allowed by law.

- E. **Amendments.** This Memorandum may be amended only in writing and authorized by the parties’ Authorized Representatives, as named above.

IN WITNESS WHEREOF, the undersigned have executed this Memorandum on the dates indicated below:

County of Dakota:

By: \_\_\_\_\_

Name

\_\_\_\_\_

Title

Date of Signature: \_\_\_\_\_

School:

By: \_\_\_\_\_

Name

\_\_\_\_\_

Title

Date of Signature: \_\_\_\_\_

DRAFT

## FIRST READING: POLICY 4.4-4.6

### 4.4 HARASSMENT, INCLUDING SEXUAL HARASSMENT

Academic Arts High School and EdVisions Cooperative are committed to providing a work environment that is free of discrimination and unlawful harassment. Actions, words, jokes, or comments based on an individual's sex, race, ethnicity, age, religion, or any other legally protected characteristic will not be tolerated.

If ~~you a staff member~~ believes ~~you they~~ have been the victim of harassment, or know of another employee who has, they should contact the Personnel Committee report it immediately. If contacting the Personnel Committee is not an option, staff members should contact HR at EdVisions. For issues regarding harassment of or by students, staff members should contact the Behavior Lead. Employees can raise concerns and make reports without fear of reprisal.

~~Any staff member who becomes aware of possible harassment should promptly advise the Personnel Committee who will handle the matter in a timely and confidential manner.~~

Academic Arts High School has adopted a Harassment and Violence Policy. It is the policy of Academic Arts to maintain a learning and working environment that is free from religious, racial, sexual, or any other type of harassment and violence. This policy refers to staff and to staff harassment.

#### **Policy Against Sexual Harassment, Harassment, and Sexual Violence.**

**Policy:** Harassment is defined as verbal or physical contact, which has the intent or effect of unreasonably interfering with an individual's or group's work performance, which creates an intimidating, hostile or offensive work environment. Verbal and/or physical contact is defined as harassment when:

- Submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment or education; or
- Submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
- That conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education or creating an intimidating, hostile, or offensive employment/educational environment

Harassment could be based on gender, race, religion, sexual preference, sexual orientation, national origin, disability, marital status, and status with regard to public assistance. These are the legally protected areas. However, Academic Arts High School's policy prohibits all forms of harassment, not just those covered by law. Discrimination, sexual harassment, and sexual violence are all against the law. It is the policy of Academic Arts to enforce a "Zero Tolerance" with regard to such behavior and to abide by all federal and state laws which prohibit harassment. Academic Arts will attempt to maintain an employment atmosphere free of harassment, intimidation, and coercion. Supervisory and management personnel of Academic Arts are responsible for implementing this policy and their success in their jobs depends, in part, on a successful implementation.

**Procedure:** Any employee who feels that ~~he/she is~~they are being subjected to harassment, sexual harassment, or violence in any form or ~~he/she has~~they have witnessed sexual harassment, harassment, or sexual violence with regard to an employee, should contact ~~his/her~~their immediate supervisor. If the employee is uncomfortable or unwilling to contact ~~his/her~~their immediate supervisor ~~he/she~~they should contact the Lead Teacher or Board Chair.

The following procedure will be used by Academic Arts in each reported case of an incident of sexual harassment, harassment, or sexual violence. In all reported incidents, a prompt, thorough, and fair investigation will take place, giving careful consideration to protect the rights and dignity of all people involved. In addition, appropriate disciplinary action will be taken when it is determined that individuals have violated this policy.

**~~NO RETALIATION OF ANY KIND WILL OCCUR BECAUSE YOU HAVE A STAFF MEMBER HAS REPORTED AN INCIDENT OR SUSPECT SEXUAL HARASSMENT, HARASSMENT, OR SEXUAL VIOLENCE. WE ENCOURAGE YOU TO HELP US KEEP ACADEMIC ARTS HIGH SCHOOL FREE OF HARASSMENT AND SEXUAL VIOLENCE.~~**

In summary, it is the belief of Academic Arts that most employees conduct themselves in a professional manner. However, if harassment or sexual violence occurs, Academic Arts is confident that the procedures outlined above will assist the employee in better understanding how to deal with this issue.

#### **4.5 TELEPHONE USE**

Academic Arts High School's telephones are intended for the use of serving ~~our~~ students and ~~in~~ conducting the School's business.

Personal usage during business hours is discouraged except for extreme emergencies. All personal telephone calls should be kept brief ~~to avoid congestion on the telephone line.~~

~~To respect the rights of all members and avoid miscommunication in the school, members must inform family members and friends to limit personal telephone calls during working hours.~~

If a staff member is found to be deviating from this policy, ~~he/she~~they will be subject to disciplinary action ~~(See Section 3.13, Corrective Action).~~

#### **4.6 PUBLIC IMAGE**

~~Dress code for Academic Arts employees follows the same policy as students.~~ Academic Arts High School encourages students, parents/guardians, staff and community members to dress appropriately for school activities and in keeping with community standards. When a member of the community is offended by another's clothing, that individual should call for a mediation to discuss how to resolve the issue. It is not the intent of this policy to abridge the rights of staff to express political, religious, philosophical or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene,

defamatory or profane. Understanding that student dress is not always appropriate for employees to wear, any concerns about dress can be addressed through the previously stated process.

First Reading: 04/16/2019

## SECOND READING – POLICY 4.1 THROUGH 4.3

### 4.1 Work Rules and Standards

The work rules and standards of conduct for EdVisions Cooperative/Academic Arts High School are important, and the Cooperative regards them seriously. All staff members are urged to become familiar with these rules and standards. In addition, staff members are expected to follow the rules and standards faithfully in doing their own jobs and conducting the School's business. Please note that any staff member who deviates from these rules and standards will be subject to corrective action, up to and including termination of employment (see Section 3.13, Corrective Action).

While not intended to list all the forms of behavior that are considered unacceptable in the workplace, the following are examples of rule infractions or misconduct that may result in disciplinary action, including termination of employment.

- Theft or inappropriate removal or possession of property;
- Falsification of timekeeping records ~~(See Section 5.2, Timekeeping);~~
- Working under the influence of alcohol or illegal drugs ~~(See Section 4.7, Substance Abuse);~~
- Possession, distribution, sale, transfer, or use of alcohol or illegal drugs in the workplace ~~(See Section 4.7, Substance Abuse);~~
- Fighting or threatening violence in the workplace;
- Boisterous or disruptive activity in the workplace;
- Negligence or improper conduct leading to damage of Cooperative-owned or customer-owned property;
- Insubordination or other disrespectful conduct;
- Violation of safety or health rules;
- Smoking in the workplace;
- Sexual or other unlawful or unwelcome harassment ~~(See Section 4.4, Harassment, Including Sexual Harassment);~~
- Excessive absenteeism or any absence without notice ~~(See also, Section 4.2 Attendance/Punctuality and 4.3, Absence without Notice);~~
- Unauthorized use of telephones, or other School-owned equipment ~~(See Section 4.5, Telephone Use);~~
- Using school equipment for purposes other than business (i.e. playing games on computers or personal Internet usage);
- Unauthorized disclosure of student records or confidential information;
- Violation of personnel policies; and
- Unsatisfactory performance or conduct.

### 4.2 ATTENDANCE/PUNCTUALITY

Academic Arts High School expects that every staff member will be regular and punctual in attendance. This means being in the school, ready to work, at their starting time each day. Absenteeism and tardiness places a burden on other staff members and on the School.



If ~~you are~~ staff member is unable to report for work for any reason, they should notify a direct supervisor or ~~office manager~~ the Administrative Manager via telephone and email and other team members before regular starting time. ~~You are~~ The staff member is responsible for speaking directly with a direct supervisor or ~~office manager~~ Administrative Manager regarding ~~your~~ their own absence. It is not acceptable to leave a message on a voice-mail, except in extreme emergencies. In the case of leaving a voice-mail message, a follow-up call must be made later that day.

Should undue tardiness become apparent, disciplinary action may be required.

### 4.3 ABSENCE WITHOUT NOTICE

When ~~you are~~ staff member is unable to work owing to illness or an accident, the staff member please-must notify a direct supervisor or ~~office manager~~ the Administrative Manager. This ~~will allow~~ allows the school to arrange for temporary coverage of ~~your~~ the absent staff member's duties, ~~and helps other members to continue work in your~~ absence. If ~~you do not~~ a staff member does not report for work and the school is not notified of ~~your~~ that staff member's status, it will be assumed after two consecutive days of absence that ~~you have resigned~~ the absent staff member has resigned, and ~~you will~~ that staff member shall be removed from the payroll.

If ~~you become~~ a staff member becomes ill while at work or must leave the office for some other reason before the end of the workday, ~~be sure~~ the staff member must to inform another member of the ~~Teacher Professional Partnership~~ TPS committee or their direct supervisor of the situation.

*First Reading: 03/19/2019*

*Second Reading: 04/16/2019*

## EDVISIONS COOPERATIVE CONTRACT

**THIS AGREEMENT** is made and entered into effective as of **July 1, 2019** by and between **EdVisions Cooperative**, a Minnesota cooperative (“**EdVisions**”) and **Academic Arts High School** a Minnesota nonprofit corporation charter school (“**School**”).

**WHEREAS**, the School operates a public charter school located in **West St. Paul**, Minnesota designated Independent School District **#4119**.

**WHEREAS**, EdVisions operates a professional cooperative association of teachers as owners that contracts with charter schools to supply a learning program.

**WHEREAS**, the School Board desires to retain EdVisions to provide educational and management services to the School through a Teacher Professional Partnership (as such term is defined below), and EdVisions desires to provide such services on the terms and conditions hereinafter set forth.

**NOW, THEREFORE**, in consideration of the mutual conditions and promises as hereinafter set forth, the parties agree as follows:

### ARTICLE I DEFINITIONS:

1. **EdVisions Cooperative/EdVisions** – the legal entity defined above.
2. **School** – the legal entity defined above that is the charter school.
3. **School Board** - the Board of Directors of the School.
4. **Site** – the actual location of the School.
5. **Site Personnel Committee** – a committee at the School designated to make employment decisions and otherwise interact with the Staff at EdVisions Office.
6. **Personnel Team Lead(s)/Director** – the specific individual or individuals specifically identified by the School in a writing submitted to EdVisions during the Term of this Agreement.
7. **Staff at the Site** – the people employed by EdVisions and assigned to the School/Site.
8. **Staff at EdVisions Office** - the employees of EdVisions coordinating the functions of EdVisions Cooperative.
9. **Teacher Professional Partnership** - a group of educators contractually placed in the position of authority and given legal responsibility for fulfilling the vision and mission of the charter school.

### ARTICLE II RESPONSIBILITIES:

EdVisions and the School Board agree as follows:

1. The Staff at the Site are responsible for providing an educational environment and setting that will fulfill the vision and mission of the School in accordance with a

- Teacher Professional Partnership model. The Site Personnel Committee/Director will provide appropriate daily supervision to ensure the success of the School.
2. The Site Personnel Committee/Director will make employment recommendations to the Staff at EdVisions Office including employment terms, specifically, hiring, firing, setting salaries, wages or other compensation.
  3. Staff at EdVisions Office will provide oversight for human resource (HR) management activities such as hiring, firing, evaluation, crisis intervention, personnel issues, and labor law compliance for Staff at the Site and assist with all aspects of employee management (the “**Human Resource Management Services**”). The Staff at EdVisions Office will deliver these Human Resource Management Services by working directly with the Site Personnel Committee or site-based management team through HR Training days, email, phone communications and site visits as needed.
  4. EdVisions will be the employer of the Staff at the Site.
  5. EdVisions will provide payroll service, manage fringe benefits, workers’ compensation, unemployment compensation, teachers’ and employees’ retirement, social security and professional liability insurance for the Staff at the Site.
  6. The School Board hereby agrees that the Staff at the Site will provide educational services to students enrolled in the School and curriculum development pursuant to the terms and conditions contained herein, and in conformance with normal professional standards and specifically to:

Fulfill the mission and vision set forth in the school’s charter.

In exercising the above responsibilities, EdVisions at all times reserves the right of direction and control of the Staff at the Site and has the right to hire, reassign and fire any of the employees that comprise the Staff at the Site for any action or activity of employee related to the services set forth above. EdVisions will consider recommendations of the School Board and/or the Site Personnel Committee/Director regarding hiring and firing, but final legal authority remains with EdVisions.

### **ARTICLE III LIMITATION AND EXTENT OF AUTHORITY.**

The School Board grants the Staff at the Site authority and autonomy for school-level operations such as:

1. Developing Learning program
2. Providing General Day to Day management of the School, including but not limited to:
  - a. Purchasing
  - b. Facility Management
  - c. Transportation
  - d. Food Service
3. Creating Schedules
4. Determining School Level Policy
5. Determining Teacher Work Hours
6. Selecting Colleagues
7. Choosing School Leaders
8. Arranging Professional Development

9. Evaluating Staff at the Site
10. Providing input regarding termination/transfer of individuals who make up the Staff at the Site.
11. Developing the Budget
12. Determining Compensation
13. Setting Staff Pattern(s)
14. Determining Assessments

The School Board and EdVisions acknowledge that this grant of authority by the School Board to the Staff at the Site is meant to clarify that even though the Staff at the Site are employees of EdVisions per the terms of this Agreement, the Staff at the Site has the authority to bind the School Board on the above matters.

The School Board, in addition to its authority granted to it under Minnesota Chapters 317A, retains the authority to:

1. Maintain the Mission and Vision of the School
2. Approve the Budget of the School
3. Develop and approve School Policies
4. Enter into contracts on behalf of the School, including this EdVisions Contract
5. Approve and enter into Lease Agreements for facilities for the School
6. Evaluate and assess effectiveness of the above responsibilities

This Agreement does not grant EdVisions any authority or right, express or implied, to assume or create any obligation or responsibility on behalf of the School Board or to bind the School Board in any manner outside of the terms listed above and elsewhere in this Agreement. In addition, this Agreement does not grant the School Board any authority or right, expressed or implied to assume or create any obligation or responsibility on behalf of EdVisions.

#### **ARTICLE IV TERMS AND TERMINATION:**

1. The duration of this Agreement shall be from **July 1, 2019**, the effective date of this agreement, through **June 30, 2020** unless otherwise terminated pursuant to the terms and conditions contained herein.
2. This Agreement may be terminated prior to June 30, 2020 by mutual written consent of the School Board and EdVisions.
3. The School Board and EdVisions shall begin negotiations for the next contract within sixty (60) days prior to expiration of this Agreement. The current contract will remain in effect until a new contract is adopted or the current contract is terminated by mutual consent of the School Board and EdVisions.

#### **ARTICLE V PAYMENTS:**

1. The School shall pay EdVisions the amount necessary to cover the wages/salaries/benefits that may arise as a result of employment of the Staff at the

Site plus a 2% administrative fee on all such amounts remitted. Schools in the first three years of operations will pay an additional startup fee that will be an additional 1.5% year 1, 1% year 2 and 0.5% year 3. The monthly payment amount shall be based on actual costs for the month.

2. Additional charges may occur based upon the provision of additional services or changes in costs of services.
3. EdVisions will invoice the School prior to the monthly payroll and the School will provide payment for the invoiced amount by the date stated on the invoice each month. Payment must be received by EdVisions no later than the 15<sup>th</sup> of each month. Three late payments will result in a 10% surcharge on subsequent billings that will accumulate to build a one (1) month prepayment on account for the School to cover possible future late payments.
4. Any other costs incurred by EdVisions on behalf of the School will be billed to the School. These costs may include but not be limited to: TRA, worker's compensation, unemployment insurance, professional liability insurance; specific legal fees; and excessive HR issues.

## **ARTICLE VI INSURANCE AND INDEMNIFICATION:**

1. The School will secure and maintain in full force and effect during the term of this Agreement, liability coverage insurance including \$1,000,000 each Occurrence / \$2,000,000 General Aggregate Limits and a \$1,000,000 Umbrella limit, including Additional Insured coverage. The insurance policy shall include EdVisions as a named insured.
2. The School will defend, indemnify and hold harmless EdVisions, its Board of Directors, officers, agents and employees, volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, school and educators professional liability, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the School.
3. The School will provide EdVisions a Certificate of Insurance for liability coverage including \$1,000,000 each Occurrence / \$2,000,000 General Aggregate Limits and a \$1,000,000 Umbrella limit, including Additional Insured coverage with primary and non-contributory wording and hold harmless wording in EdVisions favor and naming EdVisions as additionally insured.

## **ARTICLE VII MISCELLANEOUS PROVISIONS:**

1. **Entire Agreement.** This Agreement supersedes all prior agreements and understandings, both written and oral, between parties hereto with respect to the

subject matter hereof, and no party shall be liable or bound to the other in any manner by any warranties or representations not set forth herein.

- 2. **Successor or Assigns.** This Agreement may not be assigned by either party.
- 3. **Notices.** All notices, requests and demands provided for in this Agreement shall be delivered to:

If to EdVisions:

**EdVisions Cooperative**  
**P.O. Box 183**  
**111 S. Meridian St.**  
**Belle Plaine, MN 56011**

If to the School Board:

**Academic Arts High School**  
**60 Marie Avenue East**  
**West St. Paul, MN 55118**

- 4. **Modification or Waiver.** Any of the terms or conditions of this Agreement shall be waived, modified or amended only by mutual written consent of the parties. Such waiver, modification or amendment shall not constitute a continuing waiver, modification or amendment in future agreements.
- 5. **Governing Law.** The parties hereby agree that this Agreement shall be construed, enforced and governed by the laws of the State of Minnesota.

**EDVISIONS COOPERATIVE**

**Academic Arts High School**

\_\_\_\_\_  
BY: Kevin Fitton, President

\_\_\_\_\_  
BY: \_\_\_\_\_, Board Chair

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

# Create Opportunities



**Engagement letter  
tailored for:**



**Academic Arts High School**

*Prepared by:*

**Nichole Schmidt, CFO**

nichole.schmidt@CLAconnect.com

direct 612-397-3256 | mobile 651-208-8580

May 29, 2019

Josh MacLachlan, Treasurer  
Academic Arts High School  
60 Marie Ave East Suite 220  
West Saint Paul, MN 55118

Dear Josh:

In order to document the understanding between us about the terms, objectives, and scope of our engagement and the nature and limitations of the services CliftonLarsonAllen LLP (CLA) will provide for Academic Arts High School (“you,” “your,” or “the organization”) for the period July 1, 2019 through June 30, 2020, we are entering into this agreement. This agreement defines the services we will perform for you as well as your responsibilities under this agreement. The terms of our engagement will apply to the initial and all subsequent engagements, unless the agreement is changed in a communication that we both sign or terminated as permitted herein.

Heidi Grinde is responsible for the performance of the preparation engagement and other services identified in this agreement. Nichole Schmidt is responsible for the daily activities of the engagement.

### **Scope of professional services**

CLA will perform the following services for the entity:

#### ***Ongoing normal accounting services:***

- Staff Accountant
  - Prepare monthly account reconciliations and journal entries
  - Process accounts payable and cash receipts on a weekly basis
  - Ensure payroll transactions are entered into the system properly
  - Coordinate annual tax reporting (1099s, etc.)
  - Ensure quality files are kept and record retention guidelines followed
  
- Assistant Controller
  - Report Special Education and Title data on SEDRA and SERVS
  - Draft monthly financial statements
  - Provide reporting on grant funding, if applicable
  - Provide financial reports for grant applications and grant reporting
  - Prepare and file financial reports needed to be compliant with State required education reporting
  
- Controller/CFO
  - Meet with school director and key management team members – when needed in person and as needed daily via phone/email
  - Present financial reports at finance committee and/or board meeting
  - Develop and manage cash flow forecast and monitor cash flow needs
  - Work with management on debt/line of credit compliance and implementation
  - Perform financial reporting analysis, benchmarking, and trending comparisons



- Develop, implement and monitor fiscal policies and procedures and internal controls
  - Oversee the audit, financial reporting, budgets, legal compliance, and required filings
  - Perform all aspects of preparing and presenting annual budgets
  - Compile monthly financial statements
  - Perform all aspects of annual audits from work paper preparation to report and footnote preparation
  - Respond to other audits as needed (e.g., workers comp, unemployment insurance, etc.)
  - Monitor and modify the fiscal systems based on changing compliance needs (federal, state, food service, etc.)
  - Assist School with preparing annual lease aid applications due to MDE – if applicable
  - Ensure UFARS codes are correct for all transactions
- **Cash access services**
    - Obtain one or more signature stamps bearing the name(s) and facsimile signature(s) of any of your officer(s) who are responsible for signing checks and bank drafts on your behalf.
    - Obtain access to electronic signatures or signatures embedded into cloud-based software for the purpose of drafting payments on your behalf.
    - Prepare checks to be drawn upon your bank account(s) and to use the above noted methods to thereby finally approve such checks for payment by the corresponding bank(s).

### **Preparation services**

You have requested that we prepare the monthly financial statements of Academic Arts High School, which comprise the financial statements identified below.

- Statement of Financial Position
- Statement of Activities
- Statement of Cash Flows

The financial statements will not include the related notes to the financial statements.

Management has requested the financial statements be prepared without substantially all disclosures, which is a departure from U.S. GAAP. The financial statements will identify these departures.

The supplementary information accompanying the financial statements, if requested will be prepared and presented for purposes of additional analysis and is not a required part of the basic financial statements.

### **Engagement objective and our responsibilities**

The objective of our engagement is to prepare financial statements in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP) based on information provided by you and information generated through our outsourced accounting services.

We will conduct our preparation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARs) promulgated by the Accounting and Review Services Committee of the American Institute of Certified Public Accountants (AICPA) and comply with the AICPA's Code of Professional Conduct, including the ethical principles of integrity, objectivity, professional competence, and due care.

**Engagement limitations**

We are not required to, and will not, verify the accuracy or completeness of the information you will provide to us for the engagement or otherwise gather evidence for the purpose of expressing an opinion or a conclusion. Accordingly, we will not express an opinion, a conclusion, nor provide any assurance on the financial statements and the supplementary information.

Our engagement cannot be relied upon to identify or disclose any financial statement misstatements, including those caused by fraud or error, or to identify or disclose any wrongdoing within the entity or noncompliance with laws and regulations. We have no responsibility to identify and communicate deficiencies in your internal control as part of this engagement. You agree that we shall not be responsible for any misstatements in the entity's financial statements that we may not identify as a result of misrepresentations made to us by you.

**No assurance statement**

The financial statements will not be accompanied by a report. However, management agrees that each page of the financial statements will include a statement clearly indicating that no assurance is provided on them.

**Management responsibilities**

The engagement to be performed is conducted on the basis that management acknowledges and understands that our role is to prepare financial statements in accordance with U.S. GAAP.

We are required by professional standards to identify management's responsibilities in this agreement. Those standards require that you acknowledge and understand that management has the following overall responsibilities that are fundamental to our undertaking the engagement to prepare your financial statements in accordance with SSARs:

- a. The selection of the financial reporting framework to be applied in the preparation of the financial statements.
- b. The design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- c. The prevention and detection of fraud.
- d. To ensure that the entity complies with the laws and regulations applicable to its activities.
- e. The accuracy and completeness of the records, documents, explanations, and other information, including significant judgments, you provide to us for the engagement to prepare financial statements.
- f. To provide us with the following:

- i. Access to all information relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
- ii. Additional information that may be requested for the purpose of the engagement.
- iii. Unrestricted access to persons within the entity with whom we determine it necessary to communicate.

We understand that you are engaging us to make recommendations and perform services to help you meet your responsibilities relevant to the preparation and fair presentation of the financial statements (items a and b).

For all accounting services we may provide to you, including the preparation of your financial statements, management agrees to assume all management responsibilities; oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services.

**Management responsibilities relevant to CLA's access to your cash**

Someone with management authority is responsible for the processes below. All approvals listed must be documented in writing, either electronically or manually:

- Approve all invoices and check payments.
- Approve all new vendors and customers added to the accounting system.
- Approve all wire transfers to external parties.
- Approve all new employees and all employee status changes prior to those employees or changes being added to the payroll system.
- Approve all credit card statements prior to those expenses being processed in the accounting system and subsequently paid.
- Approve (or delegate to the CLA controller if applicable) all customer and vendor credit memos and accounts receivable amounts written off.
- Review and approve (or delegate to the CLA controller if applicable) all bank statements and affiliated monthly reconciliations.

**Fees, time estimates, and terms**

The fees (guaranteed July 1, 2019 through June 30, 2020) and estimated hours for these services are as follows:

Ongoing normal accounting services:	\$3,063 fixed fee per month
• Services performed by Staff Accountant	Estimated 18 hours a month
• Services performed by Assistant Controller	Estimated 15 hours per month
• Services performed by Controller/CFO	Estimated 5 hours per month
• Services performed by Dennis Hoogeveen/quality assurance	Estimated 1 hour per month

*In total, we estimate ongoing accounting services of up to \$36,756 per year unless otherwise discussed with management.*

Included in the above fixed fees are unlimited meetings and phone calls to discuss operations, business matters, and accounting matters of the entity. While the fixed fees entitle the entity to unlimited consultations with us, if organizational conditions change or the scope of the work requires substantial additional effort beyond what has been defined in this agreement, CLA agrees to perform the additional work at a mutually agreed upon price.

Out-of-pocket expenses such as out-of-town travel, meals, and lodging will be billed at cost and are not included in the fees quoted above. The fee estimate is based on anticipated cooperation from your personnel and their assistance with preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the estimated fee for services will likely be higher. If unexpected circumstances require significant additional time, we will advise you before undertaking work that would require a substantial increase in the fee estimate.

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Terms of payment for services are **net 10 days**. In accordance with our firm policies, work may be suspended if your account becomes 30 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed even if we have not provided you with the prepared financial statements. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

### ***Other fees***

You also agree to compensate us for any time and expenses, including time and expenses of legal counsel, we may incur in responding to discovery requests or participating as a witness or otherwise in any legal, regulatory, or other proceedings that we are asked to respond to on your behalf.

### ***Finance charges and collection expenses***

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

### ***Limitation of remedies***

Our role is strictly limited to the engagement described in this letter, and we offer no assurance as to the results or ultimate outcomes of this engagement or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party") and that this limitation of remedies provision is governed by the laws of the state of Minnesota, without giving effect to choice of law principles.

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this agreement, the services provided under this agreement, the work product, or for any plans, actions, or results of this engagement, except to the extent authorized by this agreement. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this agreement, but any recovery on any such claims shall not exceed the fees actually paid under this agreement by you to CLA.

### ***Time limitation***

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this agreement or the services performed under this agreement, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within the shorter of these periods ("Limitation Period"):

- For preparation services, separately within twenty-four (24) months after the dates when we deliver the monthly prepared financial statements under this agreement to you, regardless of whether any CLA party provides other services for you relating to the prepared financial statements.

- For all other accounting services, separately within twenty-four (24) months after the date when we deliver such services under this agreement to you on which the dispute is based, regardless of whether any CLA party provides other services for you under this agreement.

The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

### **Service satisfaction**

If you are not completely satisfied with the services performed by CLA, we will take reasonable corrective action to satisfy you, and then if you are not completely satisfied, we will accept a portion of the fees that reflects your level of satisfaction. Upon full payment of our invoice, we will assume you are satisfied with our work and our service commitment will have been fulfilled.

To ensure that our services remain responsive to your needs, as well as fair to both parties, we will meet with you throughout the term of the agreement and, if necessary, revise or adjust the scope of the services to be provided and the fees to be charged.

Furthermore, it is understood that either party may terminate this agreement at any time, for any reason, by giving 30 days written notice to the other party. In that event, the provisions of this agreement shall continue to apply to all services rendered prior to termination. It is understood that any unpaid fees that are owed or invoices that are outstanding at the date of termination are to be paid in accordance with the terms of this agreement.

### **Other provisions**

Except as permitted by the "Consent" section of this agreement, CLA will not disclose any confidential, proprietary, or privileged information of the entity to any persons without the authorization of entity management or unless required by law. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us.

Pursuant to authority given by law or regulation, we may be requested to make certain workpapers available to a regulator for their regulatory oversight purposes. We will notify you of any such request. Access to the requested workpapers will be provided to the regulators under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers to such regulators. The regulators may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

We will be responsible for our own property and casualty, general liability, and workers compensation insurance, taxes, professional training, and other personnel costs related to the operation of our business.

When performing the services above, we will utilize the resources available at the entity to the extent practical to continue development of your personnel. During a portion of our work, we may require the use of your computers. We will try to give you advance notice and coordinate our use so it does not interfere with your employees.

The relationship of CLA with the entity shall be solely that of an independent contractor and nothing in this agreement shall be construed to create or imply any relationship of employment, agency, partnership, or any relationship other than an independent contractor.

Accounting standards and procedures will be suggested and applied that are consistent with those normally utilized in an entity of your size and nature. Internal controls may be recommended relating to the safeguarding of the entity's assets. If fraud is initiated by your employees or other service providers, your insurance is responsible for covering any losses.

We are available to perform additional procedures with regard to fraud detection and prevention, at your request, as a separate engagement, subject to completion of our normal engagement acceptance procedures. The terms and fees of such an engagement would be documented in a separate engagement letter.

The entity agrees that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this engagement.

#### **Employment provision**

In the event that a CLA employee is solicited to work in a position as an employee of the entity, and in the event that the CLA employee accepts the position of employment with the entity, the following conditions will apply:

1. CLA will require a four-week notice period subsequent to the employee's written notice to CLA, and
2. The entity will be required to pay an employment fee of \$60,000 for the controller and \$25,000 for the staff to CLA immediately upon receipt of this notice.

If any former CLA employee shall be hired as an employee within 60 days of leaving CLA, there shall be a refutable presumption that the CLA employee was solicited to work as an employee of the entity and the above fee shall be payable to CLA.

#### **Consent**

##### ***Consent to use financial information***

Annually, we assemble a variety of benchmarking analyses using data obtained through our client engagements. Some of this benchmarking information is published and released publicly. However, the information that we obtain is confidential, as required by the AICPA Code of Professional Conduct. Your acceptance of this engagement letter will serve as your consent to use of Academic Arts High School' information in these cost comparison, performance indicator, and/or benchmarking reports.

##### ***Subcontractors***

CLA may, at times, use subcontractors to perform services under this agreement, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this agreement.

**Technology**

CLA may, at times, use third-party software applications to perform services under this agreement. You authorize CLA to sign on your behalf any vendor agreements applicable to such software applications. CLA can provide a copy of the application agreement at your request. You acknowledge the software vendor may have access to your data.

**Agreement**

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of our engagement. This letter constitutes the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign, date, and return the signed copy to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our engagement to prepare your financial statements, and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**



Heidi Grinde, CPA  
Principal  
612.397.3288  
heidi.grinde@claconnect.com

**Response:**

This letter correctly sets forth the understanding of Academic Arts High School.

Authorized management signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





# 19-20 Calendar

<span style="display:inline-block; width:15px; height:15px; background-color:red; border:1px solid black;"></span> First/Last day	<span style="display:inline-block; width:15px; height:15px; background-color:olive; border:1px solid black;"></span> Exhibition Day	<span style="display:inline-block; width:15px; height:15px; background-color:blue; border:1px solid black;"></span> No School	<span style="display:inline-block; width:15px; height:15px; background-color:magenta; border:1px solid black;"></span> Testing
<span style="display:inline-block; width:15px; height:15px; background-color:purple; border:1px solid black;"></span> Conferences	<span style="display:inline-block; width:15px; height:15px; background-color:yellow; border:1px solid black;"></span> End of Quarter	<span style="display:inline-block; width:15px; height:15px; background-color:orange; border:1px solid black;"></span> Half day	

**September**

3-First day of school

**October**

4 No School/PD  
17-18 No School MEA  
24 Conferences 3-7pm

**November**

1 End of Qtr/Exhibition Day/Half Day  
4 No School/PD  
8 Parent/Teacher Conferences  
28-29 No School/Holiday

**December**

23-31 No School/Winter Break

**January**

1 No School/Winter Break  
2 School Resumes  
17 End of Qtr/Exhibition Day/Half Day  
20 No School/MLK Day  
21 No School/PD

**February**

6-7 No School/ Prof Development (MAAP)  
17 No School/Holiday

**March**

13 No School/Prof Development  
19 Conferences 3-7pm  
24 MCA & ACT Testing  
26 End of Qtr/Exhibition Day/Half Day  
27 EOQ No Students/PD  
30-31 No School/Spring Break

**April**

1-3 No School/Spring Break  
10 Parent Teacher Conferences

**May**

1 No School/PD  
25 No School/Holiday

**June**

4 Graduation Night  
4 Last day of school  
4 Half day

August 2019							September 2019							October 2019								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	2	3	1	2	3	4	5	6	7				1	2	3	4	5
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12		
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19		
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26		
25	26	27	28	29	30	31	29	30						27	28	29	30	31				
November 2019							December 2019							January 2020								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	2	1	2	3	4	5	6	7				1	2	3	4		
3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11		
10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18		
17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25		
24	25	26	27	28	29	30	29	30	31					26	27	28	29	30	31			
February 2020							March 2020							April 2020								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
						1	1	2	3	4	5	6	7				1	2	3	4		
2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	6	7	8	9	10	11		
9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	13	14	15	16	17	18		
16	17	18	19	20	21	22	22	23	24	25	26	27	28	19	20	21	22	23	24	25		
23	24	25	26	27	28	29	29	30	31					26	27	28	29	30				
May 2020							June 2020							July 2020								
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S		
					1	2		1	2	3	4	5	6				1	2	3	4		
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11		
10	11	12	13	14	15	16	14	15	16	17	18	19	20	12	13	14	15	16	17	18		
17	18	19	20	21	22	23	21	22	23	24	25	26	27	19	20	21	22	23	24	25		
24	25	26	27	28	29	30	28	29	30					26	27	28	29	30	31			
31																						

## NOTES:

170 Instructional days (1,028.5 hours)

187 Staff contracted Days

8 PD dates: 10/4, 11/4, 1/21, 2/6, 2/7, 3/13, 3/27, 5/1

9 Summer PD: 6/16, 8/4, 8/26, 8/27, 8/28, 8/31, 9/1, 9/2, 9/3,

### Quarter Dates

1<sup>st</sup> Sept 3-Nov 1 (41 days)

2<sup>nd</sup> Nov 5-Jan 17 (44 days)

3<sup>rd</sup> Jan 22-Mar 26 (43 days)

4<sup>th</sup> April 6-June 4 (42 days)

### Exhibition Dates

Nov 1

Jan 17

Mar 26

### Conferences (3-7pm)

Oct 24

March 19

### Half Days

Nov 1

Jan 17

Mar 26

Jun 4

Budget Summary

		2019-2020
<b>Administration</b>		<b>\$ 170,548</b>
	Salaries	\$ 48,761
	benefits	\$ 28,543
	Purchased Services	\$ 73,444
	Supplies	\$ 6,800
	Equipment	\$ -
	Dues	\$ 13,000
	Financing	
<b>Instructional</b>		<b>\$ 394,020</b>
	Salaries	\$ 265,351
	benefits	\$ 81,573
	Purchased Services	\$ 27,296
	Supplies	\$ 16,000
	Equipment	\$ 3,800
	Dues	\$ -
<b>Fed Title 1</b>		<b>\$ 1,832</b>
	Salaries	\$ -
	benefits	\$ -
	Purchased Services	750.00
	Supplies	\$ 1,082
<b>Fed Title 2</b>		<b>\$ 2,084</b>
	Purchased Services	2084.00
<b>Fed Special Education</b>		<b>\$ 20,000</b>
	Salaries	\$ -
	benefits	\$ -
	Purchased Services	\$ 10,000
	Supplies	\$ 10,000
	Equipment	\$ -
	Dues	
<b>State Special Education</b>		<b>\$ 752,246</b>
	Salaries	\$ 552,345
	benefits	\$ 183,581
	Purchased Services	\$ 12,000
	Supplies	\$ 4,320
	Equipment	
	Dues	
<b>Instructional Support</b>		<b>\$ -</b>
	Salaries	
	benefits	
	Purchased Services	\$ -
	Supplies	
	Equipment	
	Dues	
<b>Student Support</b>		<b>\$ 95,371</b>
	Salaries	\$ 30,426
	benefits	\$ 10,555
	Purchased Services	\$ 54,390
	Supplies	\$ -
	Equipment	
	Dues	
<b>Lease and Maintenance</b>		<b>\$ 303,092</b>
	Purchased Services	\$ 72,260
	Lease	\$ 219,332
	Supplies	\$ 2,000
	Equipment	
	Financing	
	Insurance	\$ 9,500
	Reserve	\$ -
<b>transfer</b>		
<b>total</b>		<b>\$ 1,739,193</b>
<b>Revenue</b>		
Gen Ed Aid	99 ADM	\$ 872,174
Gen Ed endowment		\$ -
Gen Ed facilities		\$ -
Lease Aid	99 ADM	\$ 149,796
Special Education Aid	90% of state exp	\$ 677,022
Sped Ed Transport		\$ 21,000
misc		\$ 1,100
Gifts		\$ 1,000
student activity		\$ 5,400
Fed SPED		\$ 20,000
Fed Title 1		\$ 1,832
Fed Title 2		\$ 2,084
<b>total</b>		<b>\$ 1,751,407</b>

<b>Food Service</b>		<b>\$ 20,000</b>
	salaries	
	benefits	
	purchased	\$ -
	supplies	\$ 20,000
	equipment	
	dues	
Total Revenue		\$ 8,000
Revenue		\$ 8,000
transfer		
Lunch Program net		\$ (12,000.00)
<b>Total expense all funds</b>		<b>\$ 1,759,193</b>
<b>Total revenue all funds</b>		<b>\$ 1,759,407</b>
<b>Total Net</b>		<b>\$ 214</b>