

**Board of Directors
Math & Science Academy
Monday, June 21st, 2021**

Building A (Room 10A) - Virtually (<https://youtu.be/l18E4UIEVwM>)

BOD packet on MSA website

1. Call to Order by Chair

Mission:

We provide accelerated curricula in all subjects, with an emphasis on math and science.

Vision:

To be an innovative, sustainable model of academic excellence that creates well-rounded, lifelong learners and global citizens.

2. Roll Call of Members

Present:

Voting:

Jeana Albers, Vice Chair	Adam Bartz	Maggie Burggraaff
Michelle Kurkoski, Secretary	Robert Krueger	Annie Cardenas
Cody Schniepp, Treasurer	Jennifer Bartle	Dan Ellingson, Chair

Non-voting:

Paula Akakpo, Student Member
Jenny Abbs, BKDA, Contracted Financial Manager (ex officio)
(ex officio)

Absent:

3. Approval of Agenda - 5 min

Conflict of Interest Statement

4. Open Forum (in person now) - 15 mins allotted

5. Approval of Minutes - 5 min

- a. BOD Workshop and Regular Meeting, May 17th, 2021
- b. BOD Special Meeting June 10th, 2021

6. Chair’s Report - 5 min

7. Co-Director’s Report - 10 min

8. Student Representative Update - 5 min

9. Reports from Board Committees and Task Forces (as applicable)

(Reminder: Reports should be submitted in writing in Board prep packets and included with agenda.)

Board Committees:

Annual Fund (AFC) (Mr. Bartz)

Communications

- Proposed name change to “Communication Advisory Committee” (Ms. Burggraaff)
- Pass/Fail change from Modified Transcripts

Personnel (Ms. Cardenas)

Policy (Ms. Kurkoski)

Director Search (Ms. Albers)

Specific updates deferred to Section 12:

- School Expansion Possibilities (Mr. Ellingson)
- Academics (Ms. Kurkoski)

Finance (Mr. Schniepp):

Approval of Financials

10. Consent Agenda - 5 min

- A. Policy 410
- B. Policy 419
- C. Approve new staff hires.

11. Old or Unfinished Business - 5 min

- D. Approve EA pay rates

12. Items for Discussion and Decision (discussion leader) - Target time (65 min)

- A. BOD Administration (30 min)
 - a. Plan for filling vacant teacher BOD position - Adam
 - b. Approve seating of new members – oath of office - Dan
 - c. Elect Chair, Vice-Chair, Treasurer, Secretary - Adam
 - d. Review, confirm, and appoint BOD Committee Representatives - 2021-22 BOD Chair
 - e. Approve BOD meeting dates for next year’s BOD meetings-Annie
July 19 2021, August 16 2021, September 20, 2021, October 18 2021, November 15, 2021, December 20 2021, January 18 2022, February 22, 2022, March 21 2022, April 18, 2022, May 16, 2022, June 20, 2022
- B. Designations (5 min)
 - a. Official newspaper for legal publications (BOD meeting agendas, etc) - Dan
 - b. Legal counsel for school - Dan
 - c. Commitment letter for financial services, as needed - Cody
- C. Appoint members to the MSA Building Company - Cody (5 min)
- D. Expansion Goal Approval - Dan (10 min)
- E. Interim Director / Assistant Director Update - Dan (5 min)
- F. Approve 2022 budget- Cody (10 min)
- G. Approve carryforward of activity funds for 2022- Cody (5min)
- H. Solar Contract- Cody (5 min)

13. Future BOD Meeting and Workshop Agenda Items - 5 min

- I. 2020-21 BOD Goals
 - a. Contract Templates

- b. Expansion End of Year Goal
- c. Committee Purpose Statement
- J. 2021-22 BOD Goals - to be determine in July

14. Dates and Times of Upcoming BOD Workshops and Meetings - 5 min

- A. BOD Workshop, July 19, 2021 at 5:00 pm
- B. BOD Regular Meeting, July 19, 2021 at 6:15 pm

15. Motion to Adjourn

Submitted:

Approved:

DRAFT - NOT YET APPROVED

**Board of Directors
Workshop Minutes
Math & Science Academy
Monday, May 17, 2021
Building A and Remotely
8430 Woodbury Crossing, Woodbury, MN 55125**

Call to Order by Annie Cardenas at 5:00 pm

Members Present:

Voting:

Dan Ellingson, Chair
Cody Schniepp, Treasurer
Michelle Kurkoski, Secretary
Jeana Albers
Jennifer Bartle
Robert Krueger
Adam Bartz
Maggie Burggraaff
Annie Cardenas

Non-voting:

Tom Johnston, Interim Co-Director
Shannon Froberg, Interim Co-Director
Paula Akakpo, Student Member

Absent:

Voting:

Non-Voting:

Jenny Abbs, BKDA, Contracted Financial Manager (ex officio)

Discussion:

1) Expansion (Dan Ellingson)

- Have established the need for expansion at MSA, and developed a wish list from our stakeholders. The committee has interviewed a number of different development companies, as well as confirmed the design brief and potential numbers. Previously we were looking at potentially being at about 1,200 in the next 10 years. We have been advised to focus on five years, based on the duration of bonding.
- We can afford the bonding of expansion based on our credit rating and other factors
- We could move students into a brand new school by the 2022-2023 school year.
- Q - what about the transition time if we demo and build on site?
 - Completing work in summers and non-student times
- Q - is there information about what it will look like on the inside?
 - Not yet, so far this is pro bono work with the company, will get more details when we are contracting with them
- Q - We lease C and D, what would need to happen there?
 - We have an option to buy the site as part of our lease
- Q - Does MSA pay for the whole road reconstruction?
 - We are responsible for providing access to the other building
 - Will need to work with the city to move the road
 - Will be paying for it
- Q - Is it possible for the dental office to get their own entrance?

DRAFT - NOT YET APPROVED

- Not a possibility based on their recent inquiries

2) On-Line Learning (Maggie Burggraaff)

- Application has been worked on,
- Thought is to start with one class, then expand from there depending on how it is going
- We do not need approval from MDE to offer online classes
 - Then can get official approval and expand the offering as a charter, offer it to students throughout the state.
- Start with a gym class, overload to one teacher, asynchronous class
- Ms. Pundsack can organize the course, there will need to be some changes in Skyward if we offer this to students outside of MSA
- Q - will we get revenue for offering to those outside of MSA?
 - Yes - we keep 80% of the revenue from that one class.
 - A student can take up to 50% of their courses online, and still be considered a student in their home district
- Need formal approval from BOD to submit the application. Does not mean that we are required to pursue it, but would have the ability to do so
- Q - who are we looking for to take the PE class?
 - In the area there are some students who need a PE class for credit, but may not work in their schedule.
 - Need to have a place for the student for that hour, if they choose to stay on campus
- Q - there was interest among staff, but we are starting with one. Will the goal be to expand the following year?
 - Yes, once we are approved, we can add other classes as well
- Q - limit to the number of students in the class?
 - Yes - 40
 - Teacher would have a say in the class size
 - Need to be aware of the potential changes to our on-site student numbers

3) Summer School (Tom Johnston and Shannon Froberg)

- Looking at our data from classes, the number of students on-track to repeat a course was higher than they have been in the past.
- There was also a pattern that students who were struggling were struggling in a number of classes
- In pursuing this past, this has created work because this is a bit later than would be ideal
- Teachers are needed to agree to do so - there have been between 6-8 teachers who have agreed to do this
- Teachers will have a lot of input about how this will work
- Looking at supporting students in classes that they would need to repeat, might register a student who is passing by the end of the school year.
- This is a heavier middle school on-site presence
- High school has an option for credit recovery
- Ms. Pundsack has been working with MDE a lot, including investigating and funding significant funding for the program
- Q - who will provide the curriculum?
 - There is funding available for teachers to get paid for preparation time, the goal will be to collaborative
- Q - what are the benchmarks for this? What would be the percentage?
 - There is an element of teacher decision to determine whether the individual has most of the skills or has significantly missed a lot of the benchmarks that cannot be made up in a shortened summer school program
 - High school can do NSO for credit recovery
- Q - is this approval for just this year?
 - Yes, though there may be discussions about recovery options in the future, but that would be discussion for a later date
- Q - when would it start and how long is the day?

DRAFT - NOT YET APPROVED

- Start June 14, stay here from 9-12. The total number of weeks may vary depending on the work that needs to be completed
- The duration would be 6 weeks
- Q - how many students are we talking about and are 6-8 teachers enough?
 - Roughly 70, there is some confidence that the number will decrease as we get closer to the end of school year
- Q - what if there isn't the interest from families to support this?
 - Then the final grade
- Q - what about the final grade on the transcript?
 - The grade would be an incomplete initially, then the student would have a final grade after the summer offering
 - We do have to report to MDE students who are taking summer classes

4) In-Person meeting updates (Michelle Kurkoski)

- On-site meetings need to be open to the public, our plan needs to consider the safety needs so that all who want to attend are able to do so.
- Our next meeting will need to be fully on site, we will need to adjust a bit to ensure we can still stream meetings, but open to the public. Will need a microphone for open forum if the webcam doing the recording isn't able to pick up their voices
- Q - committee meetings as well? Yes
- Q - can the BOD allow the committees to meet virtually and stream?
 - MACS says they do need to be in person as well

Workshop was adjourned at: 5:49 pm

Submitted and Approved:

Michelle Kurkoski, Secretary

DRAFT - NOT YET APPROVED

Board of Directors
Meeting Minutes
Math & Science Academy
Monday, May 17, 2021
Building A and Remotely
 8430 Woodbury Crossing, Woodbury, MN 55125

1. Call to Order by Dan Ellingson at 6:15 pm

Vision and Mission read by Paula Akakpo.

2. Roll Call of Members

Present:

Voting:

Dan Ellingson, Chair

Cody Schniepp, Treasurer

Michelle Kurkoski, Secretary

Jeana Albers

Jennifer Bartle

Robert Krueger

Adam Bartz

Maggie Burggraaff

Annie Cardenas

Non-voting:

Tom Johnston, Interim Co-Director

Shannon Froberg, Interim Co-Director

Paula Akakpo, Student Member

Absent:

Voting:

Non-voting:

Jenny Abbs, BKDA, Contracted Financial Manager (ex officio)

3. Approval of Agenda (note any board member conflicts of interest)

Conflicts of Interest: None

Motion to approve the agenda.

Moved by: Adam Bartz

Second: Jeana Albers

Discussion:

Add to the Consent Agenda:

- Calendar change

Remove from Consent Agenda:

- 10a Approval of staff contracts per budget 2022-23

Remove from Items for Discussion and Decision:

- 12 J. Discussion on more "open" Open Forum

Motion to approve the changes.

Moved by: Adam Bartz

Second: Robert Krueger

DRAFT - NOT YET APPROVED

Vote: 9-yes 0-no 0-abstain
The motion carries.

4. Open Forum

Letter read by Mr. Dan Ellingson:

- a. Students at MSA - demand systematic action, concerned about allegations, want transparency & open communication

5. Approval of Minutes.

- a. **Motion to approve the BOD Special Meeting, April 15, 2021.**

Moved by: Robert Krueger Second: Maggie Burggraff

Discussion:

Board discussed putting approval of minutes on the consent agenda. Policy requires it to be separate but the policy can be changed.

Amend motion to approve all minutes: BOD Special Meeting, April 15, 2021, April 19, 2021 Workshop and Meeting Minutes, and BOD Special Meeting, April 27, 2021.

Moved by: Robert Krueger Second: Maggie Burggraff

Discussion:

None

Vote: 9-yes 0-no 0-abstain
The motion carries.

6. Chair's Report

Mr. Ellingson provided an update. The next board meeting will be in person. Open forum will also be in person.

Mr. Ellingson shared a draft layout of the expansion on the current MSA site. If approved, it would be done by the school year 2022-23. There would be green space.

7. Co-Director's Report

Mr. Tom Johnston - They have taken over duties. Interviews are starting with internal candidates this week and external candidates will be next week. They are also working through budgets and contracts. Also, working with the contracted facilities manager on what summer is going to bring. There are 8 open positions and more than 15 applicants.

Ms. Shannon Froberg - Covid testing for students has started. The tests are brought back on Tuesday. Masks will be required until June 7. Track does not require masks per MN high school league. Others are keeping it on until the end of the school year.

COVID-19

We continued with staff paperwork completion as well as enforcement of MSA's Spring Learning Plan on campus for all people. We began student COVID testing as well as continued staff COVID testing. MSA continues to meet requirements per it's guidelines to stay open for partial in-person learning.

DRAFT - NOT YET APPROVED

Facilities Management

We have worked with MSA's maintenance contractor to continue with work orders and necessary maintenance around campus. Planning has begun for end of the year and summer maintenance and repairs.

Finance

Attended finance meeting on May 5. We have taken responsibility for signing purchase orders, timecards, and any other financial document that requires an official's signature. We have worked to verify that contract salaries are correct with the BOD approved pay scales.

Human Resources

MSA currently has eight (8) open positions posted. We have received 15 applications for these open positions. Positions will continue to be posted as needed.

Contracts will be given to staff per BOD approval following the May 17 BOD meeting. Staff will be retained per BOD recommendations.

Summer School Planning and Preparation

Plans are underway to invite students on campus after June 4th if they need to repeat a course. Middle school students, if eligible, will work to show mastery/understanding of standards or benchmarks in order to move on in a class. High school students will work with Northern Star Online (NSO) for credit recovery. There are approximately 70 students who may qualify for summer school.

The plan is for summer school to last up to six weeks, approximately 12 hours per week. Pay for staff will be \$30 per hour with an additional two hours of paid prep per week. We currently have seven licensed staff and one office manager that are interested in supporting students for summer school.

The availability of transportation by District 833 is being explored. It is our hope that we can provide transportation to those who need it. Cost to be determined.

Budget considerations are on the next page. Funds will come from summer school funds available to MSA via reimbursement from MDE. Administration will work collaboratively with teachers to create a summer school program. Summer school will be onsite and cannot be virtual. Administration will complete a COVID safety plan specifically for summer school.

8. Student Representative Communication and Update

No update.

9. Reports from Board Committees, Activities Director and Task Forces

Board Committees:

Academics (Ms. Kurkoski): Report submitted. There has been no use of the tutors. Students struggle with the tutoring not being face to face. This service expires in October.

Annual Fund (Mr. Bartz): Report submitted.

Communications (Ms. Burggraaff): Report submitted.

Personnel (Ms. Cardenas): Report submitted.

School Expansion Possibilities (Mr. Ellingson): Report submitted.

Policy (Ms. Kurkoski): No report submitted. There will be some standard policies to be updated in June which will be on the consent agenda

Director Search (Ms. Albers): Report submitted.

Finance (Mr. Schniepp): Report submitted. Finance did not discuss using PTO for Covid purposes.

Motion to approve the April 2021 Financial Statement.

DRAFT - NOT YET APPROVED

Moved by: Adam Bartz Second: Cody Schniepp

Discussion:

Mr. Schniepp provided an update. He's met with SAM to go over the budget. There is a surplus of \$37,000. There are a few items that can't be budgeted for because the final dollar amount is unknown.

Vote: 9-yes 0-no 0-abstain

The motion carries.

10. Consent Agenda

A. Calendar change - Added April 25 as teacher work day

Motion to approve consent agenda.

Moved by: Dan Ellingson Second: Annie Cardenas

Vote: 9-yes 0-no 0-abstain

The motion carries.

11. Old or Unfinished Business

a. Approve Staff Handbook

i. Approve EA & Sub Rates

ii. Approval of Hourly Rates

Discussion:

The EA rates were changed and approved already. Sub Rates and hourly rates need to be approved. These are not in the handbook. There are no recommendations. The hand book approval is needed to give to staff.

Board discussed the need to approve these in time.

Motion for interim co-Directors to come back with recommendations on EA review, Sub Rates, and Hourly Rates at the June Board meeting.

Moved by: Dan Ellingson Second: Cody Schniepp

Discussion:

None

Vote: 9-yes 0-no 0-abstain

The motion carries.

12. Items for Discussion and Decision

a. Approval of Teacher/Staff Contracts

Discussion:

The last board meetings determined which contract would be offered. Others will be offered the contract except the EA to sign.

Motion to approve Teacher/Staff Contracts except for the staffs discussed in the last board meeting.

Moved by: Dan Ellingson Second: Robert Krueger

Vote: 8-yes 0-no Michelle Kurkoski-abstain

The motion carries.

b. Approval of Group Health Choice

DRAFT - NOT YET APPROVED

Discussion:

Mr. Johnston provided an update. Kraus Anderson oversees the benefits and recommends keeping the same package with Blue Cross and Blue Shield. It is a 5.1% increase (\$22,000). Medica was 1.6% over. There is a nominal increase in the principle.

Motion to approve group health and dental coverage as recommended by Kraus Anderson.

Moved by: Cody Schniepp Second: Robert Krueger

Vote: 9-yes 0-no 0-abstain

The motion carries.

c. Approval of Dental Coverage

Discussion:

See approval above.

d. Discussion on summer school

Discussion:

Mr. Johnston provided background. They will offer summer school for students at risk of having to repeat a class. It will be 6 weeks starting 6/14, Mon - Thur. There will be no school on 7/5. The pay will be \$30/hr for the teacher.

Students selected will be sent a letter which will state that the child may be eligible for summer school at the discretion of the teacher. The eligibility may change on 6/4. But sending the letter early will help determine the interest from students.

Motion to approve summer school planning and offer.

Moved by: Dan Ellingson Second: Annie Cardenas

Vote: 9-yes 0-no 0-abstain

The motion carries.

e. Discussion of 2021-22 Learning Model Plans

Discussion:

Summer school will be in person. Covid 19 group continues to work on school guidelines for the summer and fall. The plan is to be full in person unless otherwise told differently.

f. Approve audit firm

Discussion:

Mr. Schniepp provided background. MSA has used BergenKDV and their cost is in the budget. Their rate is \$7,000 to \$8,000/month. Mr. Schniepp has been happy with their performance.

Motion to approve BergenKDV as MSA's audit firm and accounting service.

Moved by: Cody Schniepp Second: Maggie Burggraaff

Vote: 9-yes 0-no 0-abstain

The motion carries.

g. Approval of MDE representative (IOWA)

DRAFT - NOT YET APPROVED

Discussion:

Mr. Ellingson explained that MSA will need to nominate an Individuals with Authority (IOwA) as the MDE representative. There can only be one person. Mr. Ellingson recommends Mr. Johnston.

Motion to approve MDE representative IOwA as Mr. Tom Johnston.

Moved by: Dan Ellingson Second: Adam Bartz

Vote: 9-yes 0-no 0-abstain

The motion carries.

h. Approval of SAM representative from MSA

Discussion:

Mr. Ellingson explained that MSA will also need to update the SAM representative. Mr. Ellingson recommends Mr. Ellingson as the main contact from the board and staff representatives would be Mr. Johnston and Ms. Froberg.

Motion to approve SAM representatives as Mr. Ellingson, Mr. Johnston, and Ms. Froberg.

Moved by: Dan Ellingson Second: Cody Schniepp

Vote: 9-yes 0-no 0-abstain

The motion carries.

i. Interim Director Update

i. Job Description

ii. Interview Plans

Discussion:

Mr. Ellingson recognized Ms. Lisa Anderson. Ms. Anderson is representing the search committee. The committee is seeking direction from the Board on the job description for the interim Director and how to conduct the interview.

The former job description is different then the one next year. The current one is more task oriented and the next one is more value based.

The survey from the community resulted in support for returning back to school in the fall and implementing positive school culture.

Tentative date - June 10, but June 17 as an alternate date if something goes awry

Location - Ms. Howe's room, overflow possible in Mr. Greseth's room (depending on approval)

Q: Rotate in a sense - interview, then times to meet with a student group, then times to meet with staff?
How to get that data to the BOD right away to help make the decision?

Motion to approve interim director to follow the 2020-2021 job description.

Moved by: Cody Schniepp Second: Dan Ellingson

Discussion:

DRAFT - NOT YET APPROVED

The search committee meeting is tomorrow.

Vote: 9-yes 0-no 0-abstain
The motion carries.

Discussion:
Board discussed and determined interview dates, format, and structure.

J. Removed

k. OLL Application for approval from MDE

Motion to approve the submission of OLL application to MDE.

Moved by: Maggie Burggraaff Second: Adam Bartz

Discussion:
None

Vote: 9-yes 0-no 0-abstain
The motion carries.

I. June BOD meeting format

Discussion:
Mr. Ellingson explained that today will be the last remote meeting. The June meeting will be in person. They are still working through the logistics with continuing to stream and having a quorum on site.

m. Current BOD officer elections

Discussion:
Mr. Bartz explained that there was one nominee for each position: Chair and Vice Chair. The board voted and the results are Dan Ellingson as Chair and Jeana Albers as Vice Chair. These are effective until the next board officer election.

n. 2021-22 BOD officer elections

Discussion:
Mr. Bartz will be the designated person to collect nominations. Then hand it off to somebody on the board since he will be coming off the board. The Board discussed the issue of new board members voting immediately after getting on the board. The board packet will have information on the nominees.

o. Compensation increase for Admins Staff

Discussion:
Mr. Schniepp provided the background. It is in the Board packet in the Finance committee minutes.

Motion to increase the compensation for administrative staff based on Board's decision 4/27/21 to put the Executive Director on paid leave and to shift his responsibilities to the assistant directors and make them Co-Directors, to increase the interim Co-Director's compensation by \$6,400 each to cover the extra duties and work required by that decision to be paid as one lump sum on June 4, 2021.

Moved by: Cody Schniepp Second: Adam Bartz

Discussion:

DRAFT - NOT YET APPROVED

This was determined by the director's salary divided by half. Board discussed the purpose of payment on June 6.

Motion to amend the lump sum payment to be paid on 6/30/21.

Moved by: Cody Schniepp

Motion to amend the payment to be \$1,066/wk to be paid biweekly with appropriate back pay from April 27 until an interim director is hired.

Moved by: Cody Schniepp Second: Adam Bartz

Vote: 8-yes Jennifer Bartle-no 0-abstain

The motion carries.

Motion to authorize interim co-directors to give up to 5 hrs overtime to other staff until 6/30 as authorized and approved by interim co-directors.

Motion:

Moved by: Cody Schniepp Second: Adam Bartz

Discussion:

Board discussed the logistics of approving overtime and equity of compensation for staff and teachers. Approval of overtime is an administrative responsibility which the co-directors already have.

Mr. Schniepp motions to withdraw.

p. Review Monthly COVID Evaluation

i. MSA COVID-19 Rating

ii. On Campus Procedures Update

Discussion:

As previously discussed, there will be a new covid plan for the summer. The current covid plan is in effect until June 6.

13. Future BOD Meeting and Workshop Agenda Items

a. BOD Goals

i. Contract Templates

ii. Expansion End of Year Goal

iii. Committee Purpose Statement

14. Dates and Times of Upcoming BOD Workshops and Meetings:

- a. BOD Workshop, June 21, 2021 at 5:00 pm
- b. BOD Regular Meeting, June 21, 2021 at 6:15 pm

15. Motion to adjourn at 9:09 pm.

Moved by: Annie Cardenas Second: Jeana Albers

Vote: 9-yes 0-no 0-abstain

The motion carries.

Submitted:

Ia Xiong, Board Recorder

DRAFT - NOT YET APPROVED

Approved:

Michelle Kurkoski, Secretary

**Board of Directors
Math & Science Academy
Monday, June 10, 2021**

Special Meeting: Building A (Room 10A) - Overflow (Room 9A)

1. Call to Order by Chair at 4:01

Mission: We provide accelerated curricula in all subjects, with an emphasis on math and science.

Vision: To be an innovative, sustainable model of academic excellence that creates well-rounded, lifelong learners and global citizens.

2. Roll Call of Members

Present:

Voting:

Jeana Albers, Vice Chair

Adam Bartz

Maggie Burggraaff

Michelle Kurkoski, Secretary

Robert Krueger
(arrived at 4:04)

Cody Schniepp, Treasurer

Jennifer Bartle

Dan Ellingson, Chair

Non-voting:

Paula Akakpo, Student Member

Jenny Abbs, BKDA, Contracted Financial Manager (ex officio)
(ex officio)

Absent:

Annie Cardenas

3. Approval of Agenda - 5 min

Motion: Jeana Second: Adam

Vote yes - 7 no - 0

Conflict of Interest Statement

4. Items for Discussion and Decision (discussion leader) - Target time (4 hours)

A. Interim Director Contract Terms (15 min)

- a. BOD will be making a decision this evening
- b. Dan will use letters to denote the people so that there is more anonymity
- c. There will be a one-year contract starting as soon as possible, \$100,000 +20 PTO as a starting negotiation

B. Assistant Director Process/Timeline (15 min)

- a. Two assistant director positions have been posted (middle school internally last week, high school internally today)
- b. Do we need two assistant directors? Do we need to reevaluate the roles?
- c. Part of the role of Interim is to repair and evaluate operations.
- d. Possibly need to evaluate over the course of the year, but be clear about the fact that we

are evaluating.

- e. What if there is a good candidate for assistant director this evening?
- f. Can the current Director search group take this as part of its role?

Motion to assign the search committee the role of hiring the assistant directors

Motion: Jeana Second: Adam (withdraw)

Amend motion to assign the search committee the role of developing and completing the assistant directors' search process.

Motion: Michelle Second: Jeana

Vote yes - 8 no - 0

- C. Interim Director Interviews starts at 4:30 pm (3 hours)
 - a. Interviews were held
 - b. Candidates identified with a randomized letter (a, b, or c) - not in the order interviewed
 - c. Recess at 7:10 pm
 - d. Resume at 7:46 pm
- D. Interim Director selection and offer approval - pending background check / negotiation (30 mins)
 - a. Discussion of the strengths of each candidate
 - b. Procedure - should we indicate whom to offer first, second, third? How should the offer be given?
 - c. Cody and Maggie stepped out at 8:02
 - d. Cody returned at 8:03
 - e. Maggie returned at 8:05

Motion to authorize Dan Ellingson to negotiate and offer a contract to individual C with the backup of B for the Interim Director position

Motion: Jeana Second: Adam

Vote yes - 8 no - 0

Discussion: should we include all three candidates in the motion? If that was the case, it might be good to see the fourth candidate (all four candidates were close). Other BOD members agreed that would be a good plan of action. Mr. Ellingson will contact candidate C and ask for a response by the end of day on Monday.

5. Dates and Times of Upcoming BOD Workshops and Meetings (5 min)

- A. June 21, 2021: BOD Workshop at 5:00 pm / Regular Meeting 6:15 pm

6. Motion to Adjourn at 8:17

Motion: Cody second: Jeana

Submitted: Michelle Kurkoski

Approved:

Interim Co-Director Report June 2021

COVID-19

We have concluded our Spring COVID plan and have now moved into the summer COVID plan. The plan requires masks while in an MSA building, but does not require contact tracing, one way hallways, or many other requirements that were in place during the school year.

Facilities Management

We have worked with MSA's maintenance contractor to continue with work orders and necessary maintenance around campus. Planning has begun for the end of the year and summer maintenance and repairs. Work will commence soon to change two bathrooms on campus, one in building A and one in building B, into single stall bathrooms open to anyone in the MSA community, regardless of gender.

Finance

Attended finance meeting on June 14th. We have taken responsibility for signing purchase orders, timecards, and any other financial document that requires an official's signature. We have worked to verify that contract salaries are correct with the BOD approved pay scales. We facilitated the correction of the EA payscale.

We have collected department budgetary requests for the 2021-2022 school year. This information will be shared with the interim director who will make the final determination.

Human Resources

Contracts have been given to staff and returned by all staff planning on returning for the 2021/2022 school year.

Those not returning:

- 1 Director - non-voluntary
- 2 Assistant Director - Voluntary
- 1 SPED Coordinator/Teacher - Voluntary
- 1 Student Support Coordinator/ Teacher - Voluntary
- 3 SPED Teachers - 2 non-voluntary, 1 voluntary
- 1 Middle School Counselor - Voluntary
- 1 Math Teacher/ Department Chair - Voluntary
- 1 Math Teacher - non-voluntary
- 1 Science Teacher/ Department Chair - Retirement
- 1 Health/Phy Ed Teacher - non-voluntary

1 Spanish Teacher - Retirement
 1 English Teacher - Voluntary
 2 Volleyball Coaches - Voluntary
 1 School Psychologist - Voluntary (Notified us 6/15/21)
 1 School Nurse - Voluntary

Hired

Science teacher - Mandy Froberg
 Two Math teachers - John Serene and Sarah Harms
 Spanish teacher - Tresa Reuter
 English teacher - Karina Lozano
 Contracted School Nurse - Carly Smitkowski

All open positions, save for a contracted school psychologist, are currently posted. Interviews for the middle school counselor were held on Thursday, June 17th.

At the direction of the BOD, we wrote and communicated two growth plans for employees.

Collaboration with the BOD chair to create a staff exit survey.

Special Education positions continue to be difficult to fill. The BOD may want to consider a stipend or signing bonus to help attract candidates.

Summer School Planning and Preparation

Summer school has begun. We have 5 teachers, 1 EA and 1 office manager working summer school. We have a total of 22 students enrolled.

One parent stopped by to thank us and said without this credit recovery opportunity, they would have needed to withdraw their student from MSA.

It is our opinion that MSA needs to continue planning for a robust summer school option for students in the future. There is funding available for transportation, mental health support, field trips, online courses for high school students, and staffing. These funds have been applied for using FIN 150 and FIN 164.

Authorizer

At the request of MSA's authorizer, we worked to suggest re-worded goals for growth. MDE no longer includes growth markers in MCA scores so the growth goals needed to be re-written.

Graduation

Assured that all seniors met the graduation requirements of MSA. Also supported the planning and execution of graduation. Conferred diplomas at graduation.

Celebrations

Presented retiring teachers with gifts to thank them for their years of service at MSA.

Patricia Guerra and Cheri Howe.

Provided lunch to all staff on Monday June 7th.

Assistant Director Work

In addition to taking on director responsibilities, we have also continued with many/most of our assistant director duties, including but not limited to...

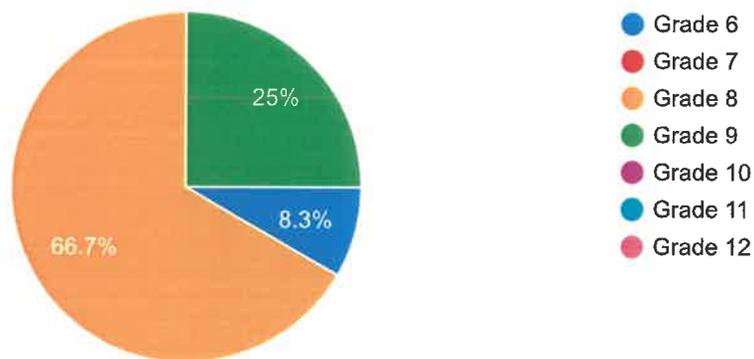
- PD Taskforce
 - Two meetings with Derrick Jaeger regarding the YMCA Equity Innovation Center and their ability to support MSA with PD for the next 2-3 years.
- Communication Committee
- AFC work
- Student management
- Student Meetings
 - Met with and supported students in completing work to pass classes
 - Attended IEP meetings for new referrals/evaluations
- Staff support
- Staff meetings
- Student activities
- Summer Y-Care has begun in building D
- Staff check-out forms collected
- DIRS report completed
- Preliminary mentoring program work
- Working on 2021/2022 MSHSL Schedules
- Facilitated Material Drop Off for Students

2020-21 Student Withdrawal Survey Results

Parents/guardians of 16 students who withdrew at the end of the 2020-21 school year were sent a withdrawal survey. Of the 16 students, 12 parents/guardians responded to the survey. Below are the questions and the survey results.

Student's grade 2020-21

12 responses

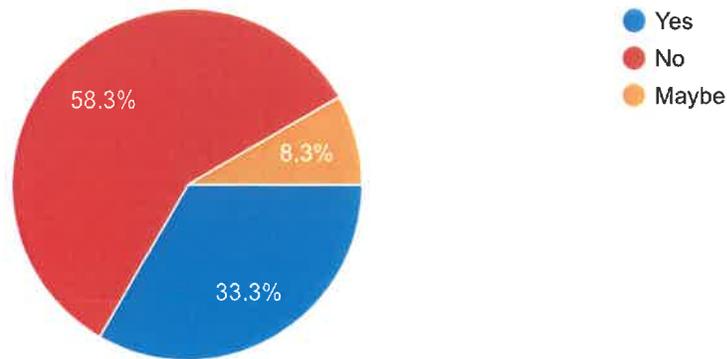


Please choose yes or no to the following questions.



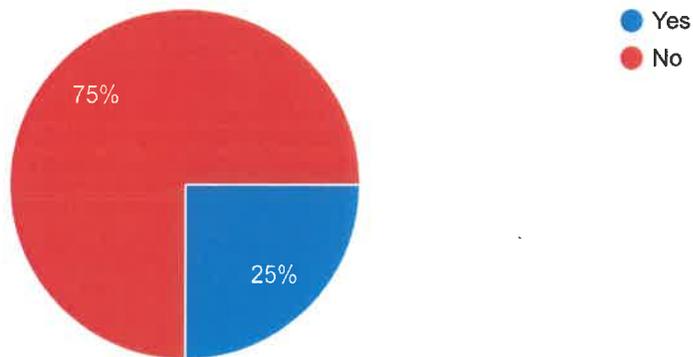
Is your child withdrawing because of extracurricular activities?

12 responses



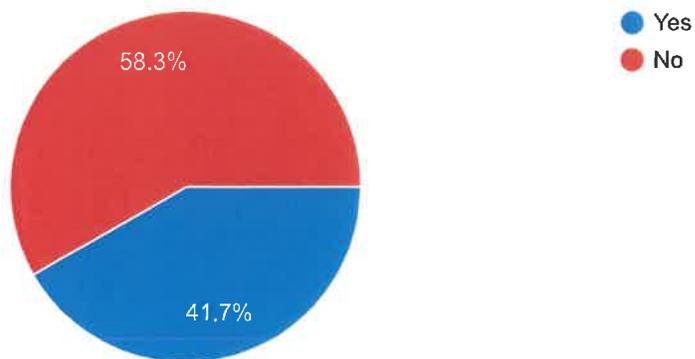
If your child is withdrawing because of extracurricular activities is it because MSA does not have enough athletics?

12 responses



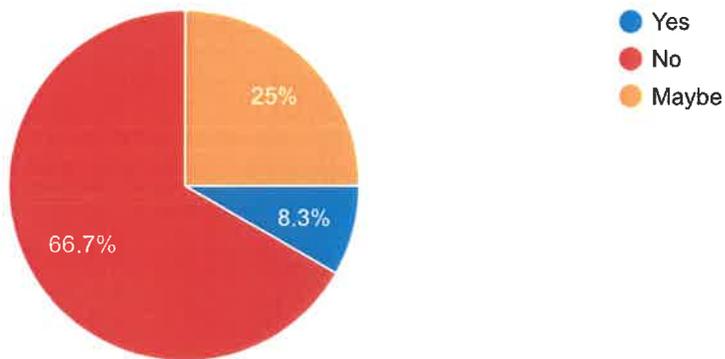
If your child is withdrawing because of extracurricular activities is it because MSA does not have a certain sport or activity?

12 responses



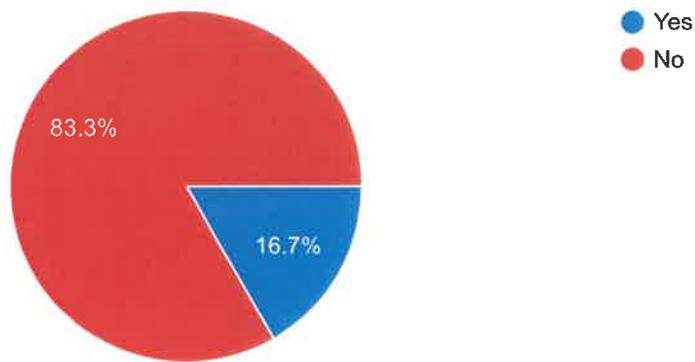
Is your child withdrawing because of academics?

12 responses



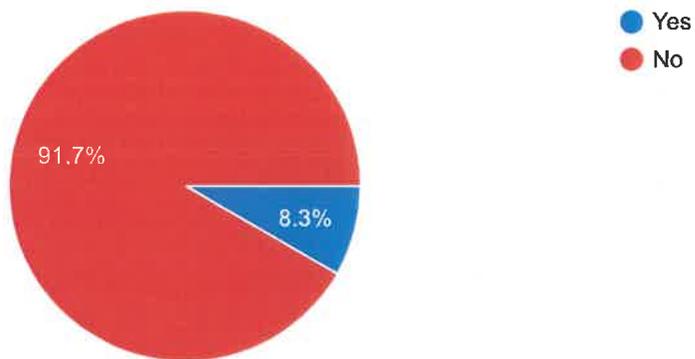
If your child is withdrawing because of academics, is it because of lack of teacher support?

12 responses



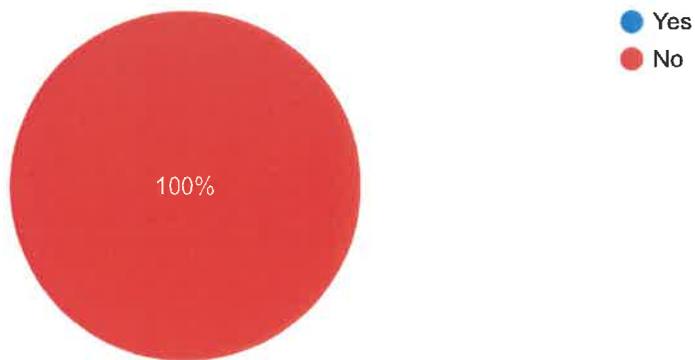
If your child is withdrawing because of academics, is it because of poor quality of teaching?

12 responses



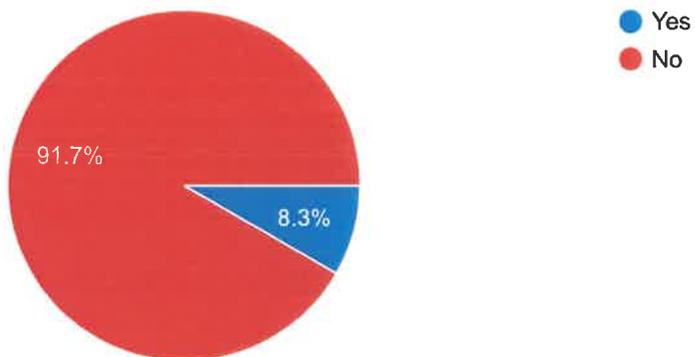
If your child is withdrawing because of academics, is it because classes were not challenging enough?

12 responses



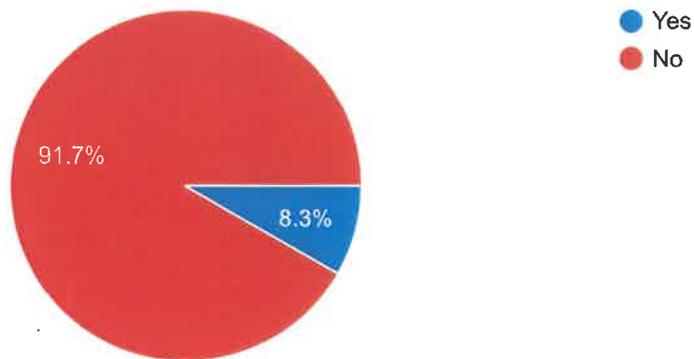
If your child is withdrawing because of academics, is it because the amount of homework was too much?

12 responses



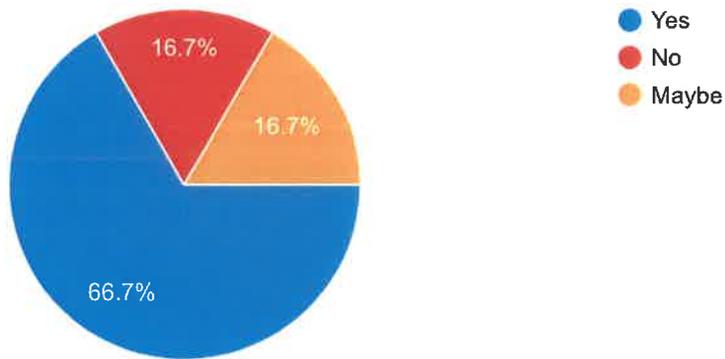
If your child is withdrawing because of academics, is it because your student is not on track to graduate from MSA?

12 responses



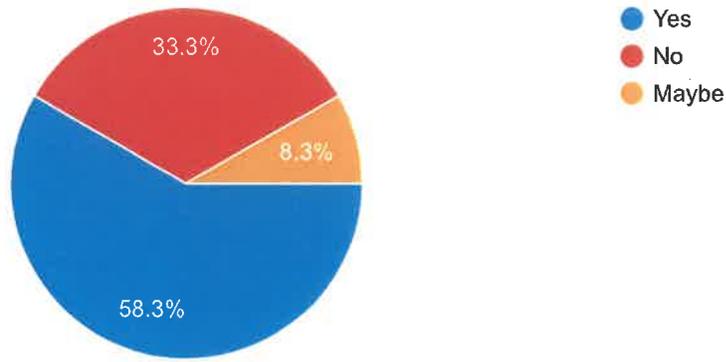
Is your child withdrawing because your student would like a larger school experience?

12 responses



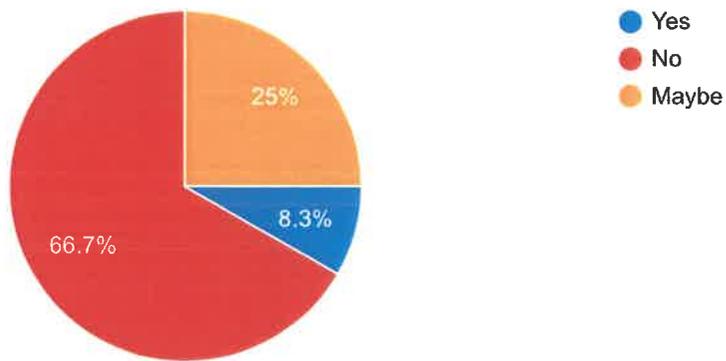
Is your child withdrawing because of wanting more of a social experience?

12 responses



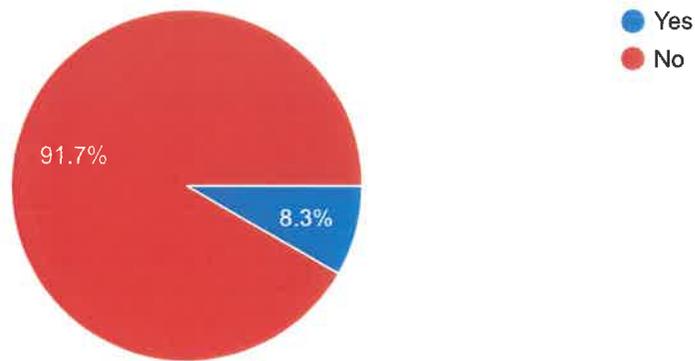
Is your child withdrawing because of their lack of friendships at MSA?

12 responses



Is your child withdrawing because of a parent/guardian relocation?

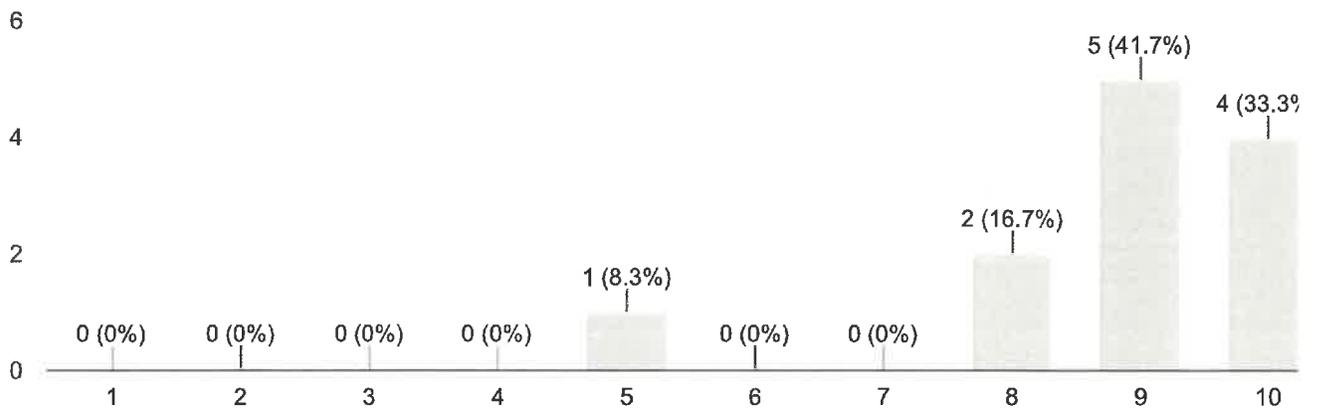
12 responses



On a scale of 1-10 (1=poor and 10=excellent) how would you rate the following

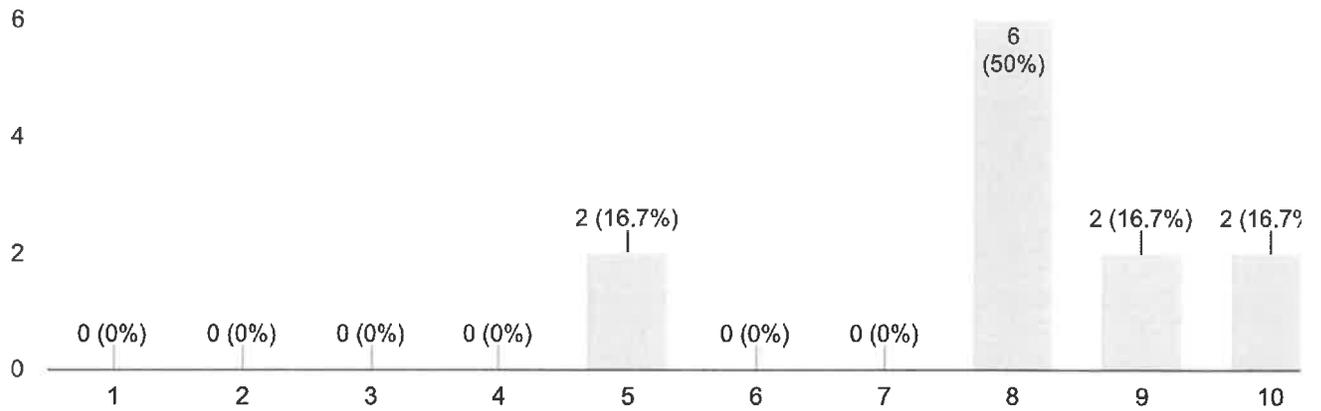
Academics

12 responses



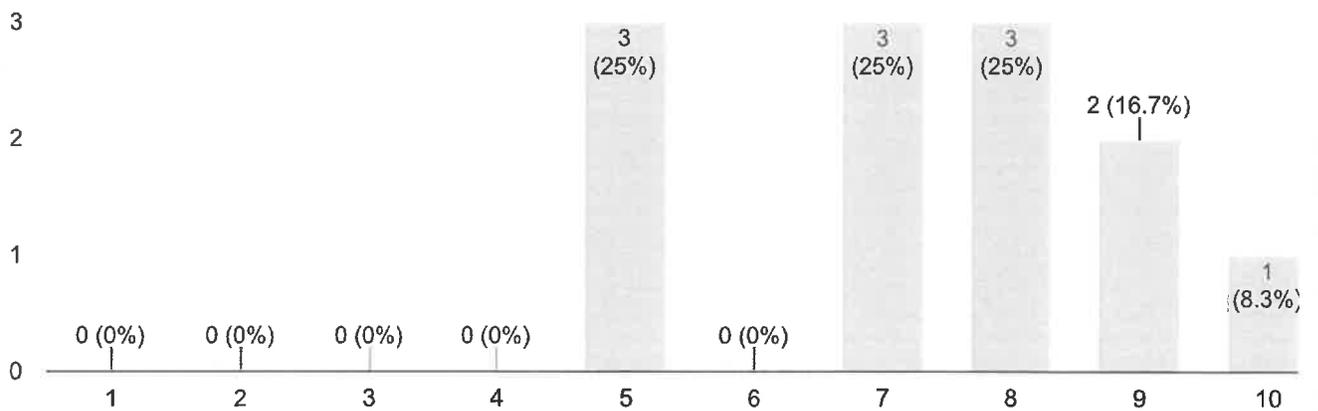
Class Options (middle school)

12 responses



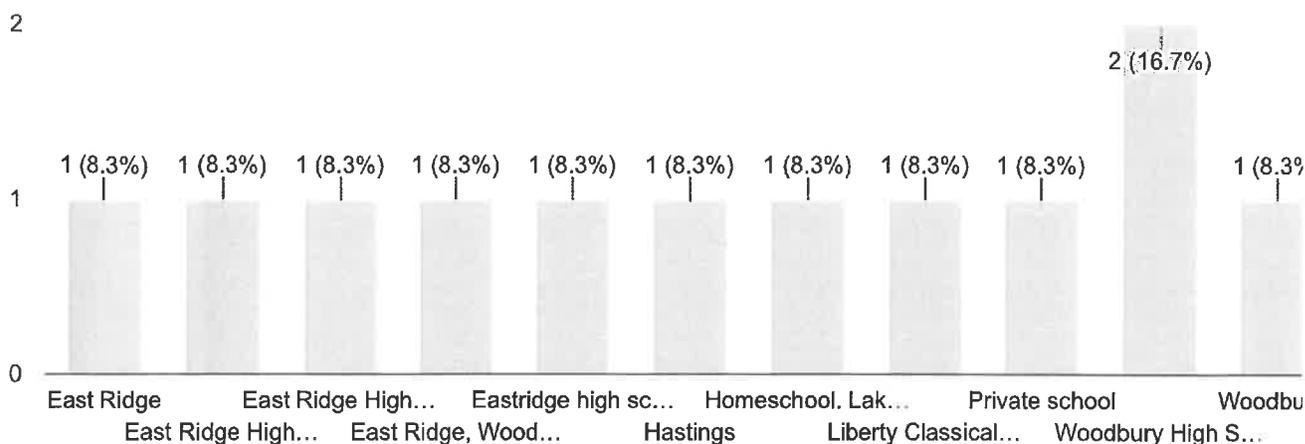
Class Options (high school)

12 responses



What school is your child enrolling at? Please include the city.

12 responses



Parent/guardian comments

Student is changing for a broader HS experience.

MSA is a great school however our child struggling with the online learning system.

MSA is a wonderful school, my daughter loves MSA.

MSA has provided a great learning ground/experience for *student*. We are primarily changing schools due to a move. *Student* is however excited to have more options for social activities/friendships.

Still appreciate MSA a lot.

We mainly wanted our daughter to have more options provided by a bigger school as she prepares for college.

My child is wanting a wider range of options for classes and activities, as well as a larger social pool, and we as parents are unhappy with the way this school year was handled and subsequent drama/conflict among staff that spilled over to affect students. Teachers seemed less involved and no one reached out or seemed to notice/care when my students were struggling. This is not how it has been in the past. So many negative emotions, and lack of trust in the school to put our child's interests first are the biggest factors in our decision.

My student was not very happy with your decision to keep them at home for almost the entire 2020-21 school year.

Student has been enjoying the school and all classes in MSA.

We are choosing to homeschool.

We think very highly of MSA, it is not the school, it was just that our daughter needed a different atmosphere. With COVID and the distance learning, it was just a train wreck waiting to happen. Her lack of effort just increased because she could choose to check out during virtual class and falling behind in homework was a hill she could just not climb. MSA was perfect for our older daughter, but not for *student*. Thank you for all you have done.

Staff approved the changes. We are now looking for board approval

Pass/fail: (previously Modified transcript)

Criteria: Students must meet one or more of the criteria listed below.

1. Medical:

- a. Students who have missed 15 days or more.
- b. Student's injuries impact their education and learning long term.
- c. Long term mental health that impacts their ability to learn.
- d. Students have an illness that impacts their education and learning long term.
- e. Re-evaluate every semester if need be. For example, if a student needs to do half days they would be on a pass/fail for that semester rather than the whole year.
- f. We need medical documentation of doctor's recommendations referring to the injury.

2. Transfer students:

- a. The student's new teacher should review the syllabus of the previous class prior (if applicable or can access) to the student starting to see if the student needs a pass/fail.
- b. Placement tests will be reviewed and student progress will be monitored throughout the year.
- c. If a student enters a class after day 10 of the course the student may go to pass/fail for that semester at teacher's discretion and department approval. At the end of that semester the need for Pass/fail will be evaluated by the team to determine if a student is eligible for pass/fail next semester.

3. Schedule change:

- a. If a student or parent requests a class change after the first 10 school days they may enter the next class on a pass/fail for that semester at teacher discretion and department approval. The team could evaluate at the end of the semester to determine if a pass/fail is needed for the second semester.
- b. If a student moves down a level in a class by teacher's recommendation, the student would receive a W for the class they were pulled from and may receive a pass/fail for their new class for the semester at teacher discretion and department approval.
- c. If a student switches at semester end they would receive the grade they got for that semester, and then the next semester they may be on a pass/fail at teacher's discretion and department approval.

4. Special services:

- a. The students 504 or IEP team would meet to discuss eligibility for Pass/fail.

5. Semester long courses:

- a. If a student withdraws from a semester long course they would receive a W and they would have the opportunity to retake the course.

Who is a part of the team:

1. **Teachers, counselors, administrators, Parents and students.**
2. **It is the team's responsibility to determine if that individual student is eligible for pass/fail.**

Gradebooks: Students would automatically go onto a separate gradebook if they are going to Pass/Fail for a class. This is to respect the privacy of the student and so that they only see the work that is assigned to them.

Notes or thoughts considered when making this switch in terminology.

Pass/fail is commonly used across schools and in colleges and universities. When looking at a transcript less questions would arise if a school saw a P or F grade rather than a modified transcript.

Local schools do not have modified transcripts or grades listed in their student handbooks.

Students are given the option for pass/fail during a semester as long as they meet one or more criteria listed above. However students cannot come off it during the semester. The only time they come off is at semester end or end of class.

Search Committee Meeting #5
6.16.21 Agenda

Members Present: Rob Krueger, Jennifer Bartle, Jeana Albers, Lisa Anderson, Jeff Eng, Cecelia Dodge

1. Transition Update (Jeff) **a committee of Joell and Sandi, Jeff have been meeting and compiling a list of tasks to be considered. Collecting documents and building out a calendar of tasks to be completed by fall, with the focus of tasks built around the goal of opening for fall. Jeff would like to know Cecilia's availability prior to her start date so the onboarding process can begin.**
2. Job Descriptions for ADs (the latest ones are attached to the email)
 - a. Should we even change them at this point? Or do we use the current ones with the understanding that part of the organizational assessment will include a re-working of these positions? We will also have to tell the potential candidates as well. **Postpone sharing job descriptions for now. Want to remain flexible and make sure the candidates know that the year's tasks may change in future years.**
 - b. If we want to make changes? What should be changed and why? **No changes for now.**
 - c. Is it more important to hire what the description says, or change the description based on the talents of those we hire?
 - i. In my mind, this is part of that issue of MSA moving toward a bigger school. As a smaller school we were flexible in moving pieces of descriptions around, or having committees/TFs pick up pieces of descriptions, but at some point we may want to start to more strictly define these roles and responsibilities. **Noted.**
 - ii. But we are also in a time crunch. **Noted.**
 - d. Other questions about the job descriptions?
3. Should we hire them jointly, or the MS AD first and then the HS AD?
 - a. MS AD First Option (this is the fastest I think that we could get it done)
 - i. June 11: Job posted
 - ii. June 17: Letter goes out to the community asking for volunteers for the Hiring AD taskforce (parents, teachers, staff and sometimes students)
 - iii. June: 21: Posting originally set to close, but I think that we could move it back. I suggest we move it to the 23rd. **Lisa will change it on the website to the 23rd.**
 - iv. June 24: Hiring TF meets to determine who they want to invite for interviews. **Cecelia would like to be involved with the screening of applicants. Cecelia will be able to meet via zoom.**
 - v. June 24-25: Arrange Interviews- **Cecelia will develop questions but collaboratively with the search committee. Cecelia would like stakeholders involved. Cecelia would like to be at the interviews. Develop a process for input to be shared from stakeholders and Cecilia will also be transparent in why the person was/was not selected.**

- vi. June 29 and June 30: Interviews and offer a position (if we keep these dates, then we do not need to change anything and can have high school individuals to interview at that time).
- vii. Start Date: ASAP, but probably not until July 12(ish) depending on how long the background check takes?
- b. HS AD Second Option- will have it also happen where candidates can be invited for June 28/29 interviews.
 - i. June 14: Job posted
 - ii. July 5: Posting closes
 - iii. July 6: Hiring TF (hopefully we can just use the same people from the MS AD hiring TF) meets to determine candidates
 - iv. July 7: Arrange Interviews
 - v. July 12/13: Interviews and offer a position.
 - vi. Start Date: ASAP, but probably not until July 26 (ish) depending on long the background check takes?
- c. Joint Hiring Option: Pick either the MS or HS Option or is there another option?
- 4. AD Salaries? (Finance is going to discuss this at their meeting on Monday) Check out large, fast-growing charter schools that are successful and what they pay to make sure we are competitive. MACS has shared that the average low end for assistant director salary is 70K. Nancy Dana (consultant with MACS) might have some competitive wage advice. Cecelia is going to research more on PTO days for assistant directors in other districts and will get back to the search committee.
- 5. AD Contracts Changes?
 - a. Should these be changed this year before we hire new ones or is this a part of the organizational assessment? Cecelia will research.
 - b. I don't have copies of these, but I believe BOD members do?
- 6. Who will update the Director's Job Description and when? Need to decide which one to use- is it the former one from last year or the one being worked on by the personnel committee? Is it the BOD? Search committee? Bring the personnel committee into it? Values task force will survey the community to see if anything needs to be changed in the job description.
- 7. Permanent Director's Hiring Update - The three TFs will have their first meetings next Wednesday. BOD will approve the timeline in August. Agendas for meetings have been emailed out.
- 8. Anything else?
- 9. Next Meeting? In August, group might choose to meet again if needed for salaries.

Search Committee Tentative Agenda 5.18.21 #3

Members: Rob Krueger, Jennifer Bartle, Jeana Albers, Lisa Anderson, Mary Yapp (Chair of Interim Hiring TF) or representative, Jeff Eng (Chair of Interim Transition TF) or representative

Tentative Agenda

1. Introductions- Jeff absent

2. Update from Interim Hiring TF

-Spent time last week delegating duties- setting up zoom, calling candidates, brainstorming ideas on how to get posting out. Posted on LinkedIn and got 2 people interested through that alone. Also looked at categories of questions to be asked during interviews. 6-8 different categories. Will need information from the search committee for guidance for a narrowed-down list of questions.

3. Update from Interim Transition TF

-They have been putting together an extensive list of all documents that need to be retained (Joell has been compiling this the past few weeks). They will need information from us for broad goals that we want the person to work on. The taskforce is also putting a schedule together (when meet with Joell, when meet with assistant directors, when get a laptop, etc). Responsible for onboarding that the interim will need in the first 2 weeks and over several months. Have to focus on small details but also need to look at big picture (looking to us to help them).

4. Number of Applicants and any change in the course needed?

Lisa put up more ads today. Have 4 or 5 applicants right now, so hopefully have some good ones to present to the BOD. Likely will meet on Thursday, June 10. Application is also open for one more week. Was originally going to close on 5/21, but decided with June 10th could have one more week for people to turn in applications.

Question- what happens if something happens to one of the final 3? Go back to pool? Or open up again? Idea is perhaps if there are 4 good candidates, we could bring all 4. That does mean a longer interview period (4 hours vs. 3). Another idea would be to have 3 and then the 4th could be called forward if needed. Another idea would be to bring 2 strong candidates instead of 4 candidates just for the sake of meeting a number. General consensus is to see what happens- don't get stuck on one path.

5. Job Description for Interim

-Are there elements that should be taken out and put in the list of the assistant directors? Or should all parts be kept with the interim? Can't forget about bigger tasks (ex. Strategic plan). A benefit of an interim could be to do the things that might be harder for those who are looking for a contract. However, don't want to put too much on the interim. But, what if they have a specialty? Back-to-school will likely be on that list, and could take up a large part of the summer. Perhaps the interim would not need to be on all of the task forces that the director was on. One element is that we are not asking for self-reflection or to take any classes. Will be working to make the institution better. Expansion maybe shouldn't be on the forefront of the interim director's tasks and rather the culture/environment of the school. But this does not mean expansion needs to be halted, rather the committee can continue, just without the interim's presence. There are some task forces where all 3 admin leaders were present. This is a case

where maybe the interim would not need to be present. Lisa will send just the one job description to all of the search committee members. Can comment on the document, and if needed, can meet.

6. **Additional Goals/Priorities-** referred to the results of the survey. Suggestion would be to do an organizational assessment. Could include normal tasks (like paperwork needed to open in the fall) but also positive school culture. SMART goals with tactics. For example, implementing a positive school culture would be the goal (1st goal). The tactic would be an organizational assessment. Could also look at developing an improved evaluation system for the assistant directors and other staff members. Low numbers for strategic plan and expansion, might reflect the fact the current voters are probably not focused on either of those ideas. Those individuals would likely be those who are waiting to get in. Interim director could facilitate the shift in the mindset from a small school to a big school (2nd goal). Policies might also not have kept up with our current size. Need to re-evaluate some of the policies (3rd goal). Question for how to incorporate student-centered as a goal? But is it currently an issue? And will the positive culture goal cover it? Question- what is the definition of student-centered? The idea is that the interim will likely not get that involved with the students, but will facilitate a school environment where students will be supported.

7. **Pay/package**

-Do we need to start putting plans together? Will postpone.

8. **Job Description for the Permanent Director.**

-Use the old, new, or revisit? Will it be our taskforce? Or the personnel? Can wait until next fall, but just to start thinking about it.

9. **Other?**

-What is the pay package roughly? Around 100K plus benefits.

10. **Next Meeting:**

-June 1st at 4:30 pm via zoom.

Search Committee Minutes 6.1.21 #4

Members: Rob Krueger, Jennifer Bartle, Jeana Albers, Lisa Anderson, Mary Yapp (Chair of Interim Hiring TF) or representative, Jeff Eng (Chair of Interim Transition TF) or representative

Minutes

1. Interim Director Hiring TF Update (Mary)- Meeting today on 6/1 to decide who to extend interviews to. There are some based on the resumes and the website communication that the candidates think that it will be a collaboration between 3 assistant directors. Mary has an idea as to how to let the candidates know that that will not be the case. Would like a point of clarification for the group. If a candidate comes in and applies for the interim position, can they be considered for the permanent director? Answer- they can go through the same application process as everyone else.
2. Interim Director Transition TF Update (Jeff)- have had a few meetings and selecting priorities for the fall and the spring. Also wrapped it into on-boarding and what the interim will need and what will need to be considered for tasks. Creating a list of priorities but also a suggested list that aren't necessarily a top priority. Question for this group/BOD- would be helpful to gain more detail on the director-level of tasks that were supposed to be completed or already have been done by the assistant directors. In May, there are decisions that will impact the summer and fall. Joell is a good resource for this. In May, Joell usually prompts the director on tasks needed to be done. Would like to suggest that the staff check their emails frequently. Would like a list from the assistant directors for what they have already done and what still needs to be done. Jeana will do this.
3. What will the Interim BOD interview look like? 9 BOD members including student member and so 9 questions. 50-55 minutes in length.
 - a. How many questions
 - b. Video/Live Streaming/Setup of the room- Lisa will talk with Justin
 - c. Student Room- 3 students set up to do the tours with assistance from Mrs. Howe
 - d. Staff/Teachers/Future BOD members/Zoom okay? One staff member wants to be there, but via zoom. It is ok with the search committee to proceed.
 - e. Who does the Google Form go to?
 - i. Students and Teacher/staff/future BOD Room- fill out by the end of the night and then the information will go to the BOD so that they can look at it. All of them are multiple choice questions. The form will not be anonymous to ensure consistency.
 - ii. Spectator room? This is the room for the public to watch. Do we have them complete the form? Decided not to share the form with the spectator room individuals as people might come and go and it will not be consistent.
4. Interim Director Job Description- included in the email to search committee members
5. Interim Director Contract
6. Interim Director's Participation on Committees and Task Forces?
 - a. Determine how many?

- b. Determine some that are required to meet our goals?
 - c. Allow them to pick a few?
 - d. How to involve the ADs?
7. Can the Interim apply for the Permanent Position?
- a. Two sides to the situation. Interim could come in and do some tasks more effectively because they won't be here the following year. Interim might also be an excellent candidate that we wouldn't want to lose. So, yes, have them apply through the same process as everyone else.
8. All Permanent Director TF(s) are meeting on June 23
9. Permanent Director Job Description (What group is responsible for this?)
10. Other:
11. Next Meeting: June 9?

Hiring Task Force Agenda

Meeting #3, May 24, 2021 4:15-5:15 Join Zoom Meeting <https://zoom.us/j/6356971041>

(Notes in RED; taken by Jessie)

Members: Cheri Howe, Emily Miller, Mary Yapp, Deborah Webster, Jessie Heydt, Pauline Ho, Lisa Dovgodko, (members present are in RED)

1. Approval of Minutes/ Job Tasks:

Job Tasks	
Chair	Mary Yapp (Cheri Howe will support)
Note Taker	Jessie Heydt
Interview Scheduler	Cheri Howe
Check References	Mary Yapp
Email applicants not asked for an interview	Emily Miller
Social Media Check	Emily Miller
Background Check (liaison with person who does this)	Deb Webster
Call applicants who came in for an initial interview, but are not asked to return for the BOD one.	Deb Webster
Who will run the interviews?	Jessie Heydt
If you want your interviews in person, someone will have to arrange a room at MSA.	Cheri Howe's room (if in person)
Other?	N/A

2. Upcoming Meetings:

Meeting Purpose/description	Time and Date
Meeting #3 BOD question list, Reference Question checklist	Monday, May 24 at 4:15pm on Zoom Join Zoom Meeting https://zoom.us/j/6356971041
Meeting #4 week of June 1-4 Review applicants determine interviewees	Tuesday, 6/1, 5:15pm-17:15pm on Zoom Join Zoom Meeting https://zoom.us/j/6356971041
Job Closing Date:	Friday, May 28

BOD Interview: June 10 (second round of interviews)	To be determined
--	------------------

3. Update of Applicants: 4 (so far)

- **INTERVIEWS:** Cheri's classroom
 - Monday, June 7 times of interviews: 4:30 and onward
 - Tuesday, June 8 times of interviews: 2pm and onward
- References will be called (by Mary Yapp) between the 8th and the 10th for the BOD

4. Tasks

- A. Determine a process for picking the candidates you want to interview - this will probably be informal because of the nature of the interim, but just so you know before May 24/25
 - a. Will likely invite all 4 candidates to interview, unless we get more applicants by Friday
- B. Determine questions for the reference check. This must be consistent across all candidates, you can ask follow up questions, but not just random questions. **DONE**
- C. Determine what the Social Media check consists of. This must be consistent across all candidates.
 - a. Facebook search on name/city
 - b. Twitter search on name/institution
 - c. Google search on name/city - pursue leads in top 40 results (news articles etc)
 - d. Instagram
 - e. Niche
 - f. School Website
- D. Bring forth a slate of questions for the BOD to ask the candidates. **DONE (Mary sent to Lisa)**
- E. The BOD wants to run their interviews all on the same night, with all candidates on campus for 2-3 hours.
 - a. There will be 3 rooms or stations if you will,
 - i. One with Asst. Dir./ teachers/ staff/ **Jessie** (task force member)/ and the candidate to meet with
 - ii. One with Asst. Dir./ Student Council/ **Cheri** (task force member) to give tour of campus
 - 1. Tour all 4 buildings
 - iii. One for the BOD interview (**need TF staff member to escort to Room I**)
 - b. We will need to set up a **Feedback Form** (google form -- Pauline will create this: 1. Ask stakeholders in I and II what they think the candidates' strengths are; 2. Ask if they think the candidates will be a good fit for MSA; 3. Ask for their general impression of candidates; 4. Ask for something that stood out to them about the candidates) with questions from stakeholders in those rooms for the BOD and an opportunity for audiences participating in the station rooms to submit their responses for the BOD for review at the end of the night on each candidate.
 - c. We will need members of the TF in each of the rooms & outside the BOD interview room to monitor and direct meeting. (See above letter "a")
- F. **HOMEWORK:**

- a. Read all the Resumes and Letters of Rec so you are prepared for discussion at our next meeting
 - b. Complete an "Interview Evaluation" form for each Candidate's paperwork and bring to next meeting
- G. **Next Meeting:** Tuesday, 6/1, 5:15pm-17:15pm on Zoom
- H.

Academics Committee Agenda

May 10, 2021

8:00 a.m. - 9:00 a.m.

Zoom link:

Members: Michelle Kurkoski, Maggie Burggraaff, Tom Johnston, Joell Pundsack, Emily Graveen, Cheri Howe, Jeana Albers, Hannah Kostichka, Noah Langseth, Teresa Ward, Kirstin Knutson, Tara Richert, Noelle Haland, Kassie Larson, Wendell Sletten, Jennifer Heydt-Nelson, Angie Haverland, Jennifer Bartle, Paula Akakpo, David Pushparaj John, Jill Findlay, Courtney Gregar, Shannon Froberg, Mariah Smith

1. WBWF Updates (Tom) - any new info?

No Updates

2. MCA snapshot results available?
 - a. Share with AC and discuss?

These results cannot be shared until August. MDE has had a waiver granted that this year's MCA scores will not be used for school monitoring. The schools may use the scores how they wish.

3. Review PSAT(Dec) and ACT scores (if taken at MSA receive in May-June)
 - a. Do we have these reports?
 - b. [ACT Summary Report](#)
 - c. Share overview docs with AC

A summary of the ACT results is attached to the agenda. Almost all of our students tested, only 3 seniors and 3 juniors chose not to take the test for each session. Because of COVID, this year's seniors tested in the fall, this year's juniors took the test in the spring.

All of the ACT information is located in the teacher resource folder under standardized testing.

We will be utilizing the data for our departments and our SAM contract for next year.

4. Students can see their classes online - have any issues arisen?

Joell will close the view for students due to class changes. It is helpful for the parents and students to see it for registration for next year. The HS schedule is fixed, complete, and finalized.

Engineering will be replaced with Astronomy.

5. Supplemental Online Learning Update (Emily) - any new information?

This is decided case-by-case. We may have students who are at risk of not passing after this year. But it will be revisited next year.

6. Tutoring program update

0 hours have been used in March or April on Tutor.com. There were 1500 hours available, and we have used 26 hours. It is open for any student to get access to.

NHS hours are spotty. Kids do not always sign up when tutors are available. Tutors are not always available. Because it is May, and many students have fulfilled their volunteer hours, there will be even fewer sessions offered for the rest of the school year.

7. Enrollment update (Joell) (update this month?)

We are at BOD capacity for MS.

8. Scheduling and Registration update (Joell) 5 minutes

Joell needs to rearrange the MS schedule based on course changes. The performing arts are offering year long choir and orchestra for MS.

9. AP Testing update (any new information?)

No new information.

10. Policies 603 update - has a task force for the dyslexia requirement started?

A task-force has not been set up. Tom has reached out to The Reading Center. They will be here to do on site training this fall for the staff. 1 1/2 hours of training and a 1/2 hour for q and a (second day of staff week). Moving forward, students need to be screened for dyslexia if there is a reading concern. There will be a place to mark this on the student support form if teachers believe there is a reading issue.

- Who will do the screening?

- We have to look into this further. The Reading Center does screening, but are not sure if this is the way to go. Indigo may have resources as well.

11. Curriculum Review Cycle discussion

- a. Report back from the department heads - how do we assess the efficacy of the curriculum?

SS - based on state standards, beginning and end of year knowledge check to use as a comparison from year to year, alumni surveys (possible though wouldn't be likely initially because of the standards overhaul from state of MN),

Sci - reviewing assessments in curriculum, checking they meet MSA and state standards

Arts - based off of student need and what what students want

Spanish - based off of national standards, look for gaps, assessment scores

Math - adopted new curriculum last year, how does it work with student engagement, access to materials, matches state standards, and MCA scores

ELA - based on state standards, off of ACT/PSAT/MCA scores in reading, writing, grammar

12. Modified TF update (Kirstin)

There is a finalized proposal. Staff should review this for the staff meeting on Wednesday. There are five different criteria for a P/F. It was determined which individuals are part of this team to make this decision.

No other schools locally put their grading policies on line (except St. Croix Prep and NOVA).

P/F is commonly used across the country rather than a modified transcript/gradebook. This is based on student need. P/F would require a different gradebook in Skyward. Students are given the option if they fulfill one or more of the criteria. Once decided, it

will remain until the end of a semester or school year.

- What is the final grade if only one semester is P/F.
 - The final grade is a letter grade of the semester that was graded.
- Will every teacher have a separate grade book?
 - There needs to be a concrete decision, and not teacher choice. If all are separate gradebooks, it takes a lot of extra time and work. That is likely 80+ hours added each year. The teachers need to make a decision overall for everyone. This will be on the Wednesday staff meeting agenda, and a vote will take place after the meeting.
- Is there a way in Skyward to “hide” assignments?
 - Joell will look into it for Wednesday’s staff meeting. These instructions will be shared with the staff.

13. PD Taskforce update?

This task force met on 4/27. They identified four different areas of PD for next year.

1. Support gifted/talented and support struggling students
2. Mental health support.
3. Technology gaps.
4. Equity - utilizing one source we could use for multiple years.

14. OLL Taskforce update (Maggie) - any new information?

OLL will be discussed at the BOD workshop and meeting next week. We are seeking approval to send in the application for the BOD.

We only need to offer one class for the application to get approval through MDE. This gives MSA time to determine if this is a direction we would like to move toward.

15. Department Meetings general calendar?

This would be a good idea for uniformity and general discussion topics. There may be a list already.

16. Summer school/credit recovery - TJ

Tom and Shannon are interested in offering/providing summer school/credit recovery for some students this summer. We have more students poised to not pass or move on in their classes this year as opposed to most years; this is likely due to Distance Learning and COVID. At the BOD workshop, it was mentioned that schools are providing summer programs for these students.

This would be predominantly for MS students. They are suggesting 6 weeks, beginning mid June. Teachers would likely be paid \$30.00 an hour. According to MDE requirements, any licensed teacher, no matter of content or grade level licensure, is eligible to hold these positions. Ideally these teachers are a group of teachers who work together to support all the students.

This year, likely because of DL, we have 11 and 12 year olds who struggled. We need to support these students. DL and COVID are not their fault. They are scoring well on Fastbridge, but failing classes. An example of a student who might qualify for this program is one who earned a final grade at 55%. The teacher can determine if there are specific areas/units that the student could complete to show they have mastery of

those skills, and then they can move on.

Funding will be determined before this is launched.

- If the teacher is not licensed in the area the student has a need, how will they receive the help they need? (ie: math/Spanish) Can they work with a teacher in that content area? It shouldn't be about busywork.
 - For many of these students, we are looking at different ways to assess mastery...not looking at content teaching.
- Will this be in person?
 - That is the hope for the majority of these students. Transportation will be a barrier, so there may be some students who need to continue virtually.
- If we go this route, but a teacher needs consultation from another teacher, can these consultation teachers be paid as well?
 - This has not been discussed, but can be looked at.
- Does Fastbridge show what is being assessed?
 - It shows skills mastered, developing, emerging.
- Can teachers look at the Fastbridge scores? Can grades be adjusted based on Fastbridge? Is there comparable data to use?
 - Unlikely, because with math, it is adaptive, not equivalent to what is being taught in class.
 - Many struggling students may be failing summative, formative, and overall assessments. Students with missing work, but passing tests are in a different category.
- Is this just for this year because of COVID? Is this based on the whole year or just specific units?

Northstar Online could work for credit recovery for HS students. Departments would need to approve these.

This will allow MS students to be on campus.

There may be teachers and students who are unwilling to work on this because of mental health reasons.

- Is this for every student or is it at a teacher discretion? Maybe there are students who clearly need to retake the course. Maybe there are students who only need to make up a small amount of work.
 - This can be adjusted as needed based on student need.

MDE is offering funding for this. For reporting purposes, we need to know which students are taking advantage of this. A program needs to be put together.

Hopefully Cody will have information about this at the Finance meeting today.

Final grade reports will be run today, and this will help determine what the numbers are.

Next Meeting: Will be June 14, 2021 **stil via Zoom**

Academics Committee Yearly Calendar

Month	Description
August	<ul style="list-style-type: none"> Should the first Academics Committee meeting be in August (decide at June mtg) Get BOD SAM Academic Goals, and after determining any additional goals, set a process for meeting those goals
September	<ul style="list-style-type: none"> 1st Fastbridge Inventory MCA results will go to the departments so that each department can determine how to approach their Academic Goals (For the 18-19 school year, this means Goals 1,2 and 5) When and how should they report the changes they made? Share last year's WBWF with SAM for the Annual Report Review - John sends new legislation/standards to the corresponding departments annually
October	<ul style="list-style-type: none"> Annual report due October 1 Review of last year's WBWF report to the Academic Committee
November	<ul style="list-style-type: none"> Review of last year's WBWF report to BOD in November meeting Departments should begin to plan for next year's electives and to detail a back-up plan in case of low enrollment in the elective classes
December	<ul style="list-style-type: none"> WBWF report due to John by Dec 1 and to MDE (mid-Dec) 12/18 Course lists and descriptions due to scheduling office 2nd Fastbridge Inventory
January	<ul style="list-style-type: none"> Office needs a list of classes offered by each department by the middle of the month (including AP and electives) 1/3/18 - AP class schedule available to students PSAT results can go to the departments Review Academic Agreements and Open House Expectations
February	<ul style="list-style-type: none"> Students sign up for their classes WBWF presentation and input from public
March	<ul style="list-style-type: none"> 3rd Fastbridge Inventory before Spring Break Report how AP signup process is proceeding Annual review = Policies 601 and 603

April	<ul style="list-style-type: none"> ● Educational Program Policy committee should review model policies #613-620 ● Professional Development Task force will have data to begin to plan for the following year
May	<ul style="list-style-type: none"> ● MCA snapshot results available ● Review PSAT(Dec) and ACT scores (if taken at MSA receive in May-June) ● Students can see their classes online
June	<ul style="list-style-type: none"> ● Academics and WBWF committee will make recommendations and present them to Board by looking at the MCA snapshots and determine Professional Development for the following school year ● Determine if we should have a meeting in August or September? ● Reflect on goal setting for next school year?
July	

Topic: Finance meeting

Time: June 14th, 2021 05:00 PM Central Time (US and Canada)

Location Room 5C, Lisa Anderson's Room

Attendees: Cody, Dustin, Tom, Joell, Ken, Sandi, ~~Shannon F.~~, J. Kou Vang

Financials - May (Dustin)

- Everything is pretty ordinary so far
- Waiting for \$1000 from Building Company
- Waiting for money from the holdback
- We are 92% of the year through the fiscal year and our revenue is at 91%, but our budget is only at 68.4%, but we are still monitoring the maintenance before we move forward
- We are at 90.7 % so right on track for local revenues
- We are behind in our total expenditures in because we are at 83%, but we have about \$475,000 in our surplus
- Question: We need to pay out some postage and minor maintenance, should we get those things done now or wait?
 - Answer: Should spend it now
- Question: Some of the Activity Funds have open balances? Should we allow them to keep the money?
 - Answer: It was recorded as an assigned fund balance in the past, but because of Covid, we believe they should be able to keep their money and roll it over for the year. But since this is different from the past, Cody will bring the issue to the BOD.
 - And there is a note that in 2019, the BOD took control of the Activity Funds, so they have to approve it.

Fund Raising: (Tom)

- There was no meeting this month
- Question: Who will take this one?
 - Answer: One of the new administration hires will

Covid related spending: (Tom)

- There was none.

School Expansion: (J.Kou Vang)

- There were two models:
 - Option A: Enrollment 924
 - Option B: Enrollment 1232
- It was estimated that we would 157,000 sq feet in both models
- Now have 68,500 sq feet
- Plan One:
 - We would keep the gym
 - Add a new gym
 - Add a new building around the existing building B
 - buy Buildings C and D and make a parking lot there.
 - He showed a map and image of what it could look like
 - We need two gyms with 900+students

- Plan Two: Could we have a full size soccer field with a track?
 - We would be 40 feet short
 - This one would have underground parking
 - But would need another entrance for the dentist and before Woodbury would never let another entrance on that road
- Timeline
 - Need to start planning in July of 2021
 - If we stay at this location, it should be complete by mid August of 2023
 - If we try to relocate, it will be more of a time crunch
- Cost
 - 35.4 million total for option B so we will \$89,000 short (which would have to come out of the general fund)
- Relocation?
 - We could move further south because there will be more greenspace and more students from Cottage Grove
 - But south of Bailey, there is no sewer and water so we would have to pay more
 - Davinci Academy paid \$900,000 in additional funds because of water and sewer
- Question: When would we be up at the 1200 student population?
 - Answer: Over 5 years we would follow a ramp-up model because that is what the investors are looking for. It would be something like:
 - 560 population next year during construction 2021-2022
 - +342 the first year
 - 95 the second year and so on...
 - 103 the third year...So on..
 - Start in 6th grade (from the waitlist) and then move forward
- 22 students per section and 8 sections per grade
- Question: What does the Finance committee need to do?
 - Not sure
- Question: What if we only added 200 the first year, or a slower growth model?
 - It doesn't matter how, as long as the 5th year (final year) is good
- Okay, to start the conversation at the next BOD meeting

Pay for New Admin staff, Director and Assistant Directors

1. Interim Director (Cody)

- Ms. Dodge will start June 28th for \$120,000 and \$5000 for PD
- but that puts us at \$18,000 deficit

2. New ADs (Lisa)

- We don't have a salary schedule for the ADs and because we are hiring two, we need to have a schedule or a plan
- Lisa presented a possible salary chart based on the teacher salary chart. Use all of the years of experience, either at teacher or administration and their degree and figure out what a teacher would make, and because an administrator works 3 months more, then add 1/3 to the teacher salary. This might just be a one-year solution, because Ms. Dodge through the organizational assessment might figure out something else.
- The ADs should not make more than the Interim, and they don't on this schedule.
- Is it too low, because at some levels a candidate might make half of the interim?
- It might be possible to do the same thing, but do it per day.
- Questions: How does it compare to MACS?
 - Unless we have people who have very little experience or a lot, it fits into the average of MACs
- Lisa will bring it to the Search Committee

3. MARSS Coordinator: needs another person (Joell)

- Maybe someone onsite can help or maybe we need to hire someone else
- Question: How much training do you do for new teachers?
 - It eats up a lot of time and with so many new teachers it will be a lot this summer
- Question: If we expand to 1000 students how many people will this position need to be?
 - At least 4 people at 1000
- Part of her pay includes 12.5 summer comp days and 5 floating days but she cannot use them because her busiest season is the summer, and she cannot take the summer comp school days So she either loses the days, or takes some of them, and then has to come back and work overtime to catch up on her work
- Question: How many PTO days do you have?
 - 20 days of PTO, but that gets paid if she doesn't use them
- This is a problem for 3-4 years.
- Joell has job descriptions already
- We will have to amend the budget to pay for this
- Ms. Dodge also mentioned that she might need an assistant and some of these things might be able to be added into that position
- We will need an amended budget
- Joell believes that it would be better to hire for August and September because Joell will have to train this person and trying to train the person during the busiest time doesn't make sense.
- Dustin will add to the budget at Joell's salary, not because this person should make that amount, but just for budget purposes. One option for two months and one option for a year because if we send them to skyward training, we wouldn't want to pay for that and then have them leave
- 26,534 deficit for two months
- 68,324 deficit for the year

Payouts for others doing extra duties - graduation, traffic, other (Ken)

- Michelle Kurkoski- brought hours to Ken and he wants to know what salary rate she should be paid at?
- Question: The Interim Directors got the Executive Director salary at the Executive Director rate, so should Michelle get paid at the rate of the Assistant Directors?
 - Answer #1: She shouldn't get paid at all because graduation was a volunteer event
 - Answer #2: No, graduation is on one of the AD's job description, so she should get paid for it
- Time and half at their hourly salary was the compromise
- Traffic people should get the same
- Question: Should the Interim Director get paid the Director's Salary when they are on vacation this year? Shouldn't they just get paid their PTO?
 - Answer: Cody will bring it to the BOD

School stipend (Ken)

- Was it approved by the BOD and for and how much? Ken needs to pay it out at the end of this month.
- Cody will look at it and get back to Ken

Activity fund balances (see Financials above)

EA payscale (Ken)

- The percentages going forward are not better, they are worse for percentage.
- We will revisit for next year
- This was the chart that was approved at the Pay Scale meeting
- Maximum pay is \$20-21 for surrounding schools pay for EAs, so this is still pretty good
- But 1% raise versus the increase in medical insurance is nothing
- It's set for next year
- In the future, we should try to do percentage raises

Deb Webster - correction of pay (Ken)

- She has been underpaid for the last three years because the wrong degree was used.
- So she needs to be paid \$3540
- Question: How does that work because some of her pay is from MDE?
 - MDE will pay out the money for this past year, but not the prior years
 - It would be an impact of \$1670 on the budget
 - Cody will speak with the BOD chair to see what we need to do.

Summer School Contracts (Ken)

- Is the administrative assistant for summer school getting paid \$20 or \$25 to take attendance?
- This is more than what some other full-time administrative assistants make at MSA?
- Tom will check on this and tell Ken

Meeting ended at 6:13 pm

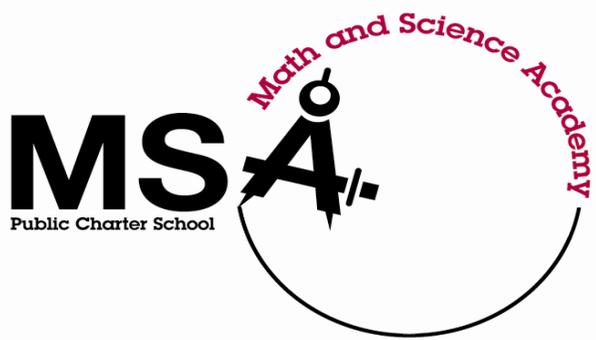
2020-21

FD T ORG PRG CRS FIN	OBJ	FYTD Activity	Date	Src	Sub	Batch	Vendor Name/Ref	PO#/Line#	Description	Inv#/Desc2	Inv Date	Chk#/Rec#	Check Date	Amount
01 R	005	000	000	096	096		2,760.00							
05/31/21	CR	20-50148						9	PayPal - Donation		05/24/21	179		-100.00
									May					-100.00
									*01 R 005 000 000 096					-100.00
									*Cash Receipts					-100.00
01 R	005	000	265	000	096		56,266.72							
05/25/21	CR	20-50139						1	Amazon Smile Deposit		05/24/21			-158.54
05/25/21	CR	20-50142						9	Blackbaud Giving Fund -		05/10/21	168		-7.62
									Donation (Annual Fund)					
05/25/21	CR	20-50142						10	CAF America - 3M Donation		05/10/21	169		-97.02
									(Annual Fund)					
05/25/21	CR	20-50142						11	CAF America - 3M Donation		05/10/21	170		-97.02
									(Annual Fund)					
05/31/21	CR	20-50148						7	Blackbaud Giving Fund- Wells		05/24/21	177		-11.43
									Fargo - Annual Fund					
05/31/21	CR	20-50148						8	Mightycause - Annual Fund		05/24/21	178		-35.00
									May					-406.63
									*01 R 005 000 265 000 096					-406.63
									*Cash Receipts					-406.63
01 R	010	298	405	000	096		520.00							
05/31/21	CR	20-50148						2	MSA PTO paid for some Prom		05/24/21	172		-520.00
									Expenses					
									May					-520.00
									*01 R 010 298 405 000 096					-520.00
									*Cash Receipts					-520.00
Grand Revenue Totals													59,546.72	
Total for Cash Receipts													-1,026.63	
Grand Total													-1,026.63	

Number of Accounts: 3

** The report displays only accounts with activity in the date range selected.

***** End of report *****



**Math and Science Academy
Charter School No. 4043
Woodbury, MN**

Financial Statements

May 31, 2021

**Math and Science Academy
Charter School No. 4043
Executive Summary**

Balance Sheet

The beginning balances shown on the Balance Sheet are based on the audited actual ending information as of June 30, 2020 while the ending balances reflect the May 31, 2021 balances.

The school's cash and investment balance at May 31st was \$2,276,629.

The Due from Building Company line represents a payment made by the School for The Arbitrage Group for professional services relating to the closing of the Bonds in December 2020. This will be reimbursed from the Building Company. The balance is currently \$1,000.

Current year state aids receivable represents the estimated amount that the State owes the school for the current fiscal year based on the 10% holdback. The current balance is \$513,397.

Federal aids receivable represents the amount of federal funds that are owed to the school. Federal funds are paid on a reimbursement basis. The current balance is \$0.

Prepaid expenditures represent subscriptions and licenses paid in advance for the FY22 school year, and Security Deposits on the School Buildings. The current balance is \$111,721.

Salaries and wages payable represent the amount due to teachers for summer checks as part of the FY21 contracts. This calculation is based on an estimate of salaries/wages earned during the year. These salaries and wages will be earned in FY21, but not paid out until July and August of 2021. The current balance is \$308,366.

Accounts Payable represent amounts due for invoices received but not paid as of the end of the period. The current balance is \$3,673.

Payroll deductions and contributions represents a prepayment of employee benefits. The current balance is \$(31,531). The negative balance represents amounts paid to vendors, but not yet deducted from employee's checks.

The beginning fund balance as of July 1, 2020 was \$2,147,077 or 37% of total expenditures.

The Working Budget has been updated to reflect a surplus of \$9,628 which would result in an ending fund balance of \$2,156,704 or 36% of total expenditures.

The current preliminary surplus is \$475,161. This figure reflects data through May 31st.

**Math and Science Academy
Charter School No. 4043
Executive Summary**

"Hot Topics"

- Cash flow is strong with approximately \$2.2 million in cash. During the bond refinancing project, cash accounts were consolidated. The savings account balance and the balance of the Certificate of Deposit balance were transferred into the Main Checking account at Old National Bank. The intent in consolidating these accounts was to save on monthly fees charged by the bank (account analysis charge).
- As of May 31st, the balance in the Repair & Replacement Fund is approximately \$182K.
- We will continue monitoring potential state funding adjustments for potential revenue or cash flow impacts in future years. Minnesota Management and Budget office released new budget projections for the State of Minnesota. Currently, the State is expected to have a \$641 million surplus. This is in contrast to a deficit budget that was previously projected. At this time, we do not anticipate any reductions to funding for charter schools.
- Given the \$641 million dollar surplus that the state is projecting, we are not anticipating changes to the FY21 holdback percentages, however, we will be monitoring legislation for future year changes.
- Bond covenant metrics:
 - FY20 – Days cash on Hand: Requirement = 60 Days, Actual = 156
 - FY20 – Debt Service Coverage Ratio: Requirement = 100%, Actual = 135%

 - FY21 Days Cash on Hand: Requirement = 60 Days, Projected = 154
 - FY21 Debt Service Coverage Ratio: Requirement = 100%, Projected = 138%

Supplemental Information for May 2021.

Reports are provided that show the checks that were written, receipts that were posted, and journal entry transactions that were recorded during May 2021.

Please feel free to contact Dustin Reeves at dustin.reeves@bergankdv.com or 612-357-7324 should you have questions related to the financial statements.

**Math and Science Academy
Woodbury, MN
Balance Sheet
May 31, 2021**

	Audited June 30, 2020	Balance May 31, 2021
Assets		
Current assets		
Cash and investments - unrestricted	\$ 1,656,426	\$ 1,294,729
Cash and investments - required for Bond Compliance	-	981,900
Certificates of deposit	152,987	-
Accounts receivable	12,638	-
Due From Building Company	40,420	1,000
Prior year state aids receivable	652,800	0
Current year state aids receivable	-	513,397
Federal aids receivable	4,460	-
Prepaid expenditures	193,461	111,721
Total assets	2,713,193	\$ 2,902,748
Liabilities and Fund Balance		
Current liabilities		
Salaries and wages payable	\$ 312,576	\$ 308,366
Accounts payable	150,356	3,673
Payroll deductions and contributions	103,184	(31,531)
Total current liabilities	566,116	280,509
Fund balance		
Fund balance 7-1-2020	2,137,380	2,137,380
Assigned fund balance - student activities 7-1-2020	9,697	9,697
Net income to date	-	475,161
Total fund balance	2,147,077	2,622,238
Total liabilities and fund balance	\$ 2,713,193	\$ 2,902,748

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

Math and Science Academy
Charter School No. 4043
Statement of Revenues and Expenditures
May 31, 2021

		Audited FY20 Actual 485.85 ADM	Original FY21 Budget 495 ADM	Working FY21 Budget 495 ADM	92% May YTD 493.63 ADM	Percent of Working Budget
General Fund - 01						
Revenues						
State revenues						
211	General education aid	\$ 3,806,856	\$ 3,938,549	\$ 3,947,277	\$ 3,561,550	90.2%
348-300	Charter school lease aid	805,351	833,076	833,076	390,763	46.9%
317	Long-term facilities maintenance revenue	74,637	76,077	76,077	-	0.0%
740-360	Special education aid	706,857	723,877	712,264	637,389	89.5%
201	Endowment aid	21,795	20,526	20,663	20,479	99.1%
370	Other MN aid (safe schools supplemental aid)	22,846	-	-	-	-
397	Pension revenue	-	15,000	15,000	-	0.0%
	Prior year over (under) accrual	6,916	-	-	7,636	100.0%
	Current year state aids receivable	-	-	-	513,397	-
	Total state revenues	<u>5,445,258</u>	<u>5,607,105</u>	<u>5,604,357</u>	<u>5,131,214</u>	<u>91.6%</u>
Federal revenues						
419	Federal special education aid	70,527	66,200	67,045	-	0.0%
414	Title II funds	21,427	27,400	9,647	2,502	25.9%
151,153,154	CARES and CRF Funding	-	-	158,401	158,401	100.0%
	Total federal revenues	<u>91,955</u>	<u>93,600</u>	<u>235,093</u>	<u>160,903</u>	<u>68.4%</u>
Local revenues						
000-050	Fees from patrons: scholastic, AP exam, staff shirts, class fees	22,554	28,000	28,000	17,235	61.6%
920-050	Fees from patrons: study hall	1,810	2,400	100	100	100.0%
300-050	Fees from students: field trips	21,282	35,000	-	-	-
372-071	Third party billing	1,944	1,000	1,000	900	90.0%
092	Interest earnings	16,568	20,000	1,600	1,176	73.5%
265-096	Annual fund/capital campaign/dragon dinner	88,678	85,000	57,000	56,267	98.7%
000-096	Donations and misc. grants	2,759	-	(4,478)	(4,378)	97.8%
099/620	Misc. revenues	1,884	-	6,900	6,836	99.1%
621	Year book revenues, planners	3,587	3,100	3,100	1,025	33.1%
625	Insurance recovery	-	-	3,400	3,400	100.0%
C 400's	Student activities revenue	85,579	129,200	57,000	56,705	99.5%
	Total local revenues	<u>246,645</u>	<u>303,700</u>	<u>153,622</u>	<u>139,266</u>	<u>90.7%</u>
	Total revenues	<u>\$ 5,783,857</u>	<u>\$ 6,004,405</u>	<u>\$ 5,993,072</u>	<u>\$ 5,431,382</u>	<u>90.6%</u>
		5,783,857	6,004,405	5,993,072	5,431,382	

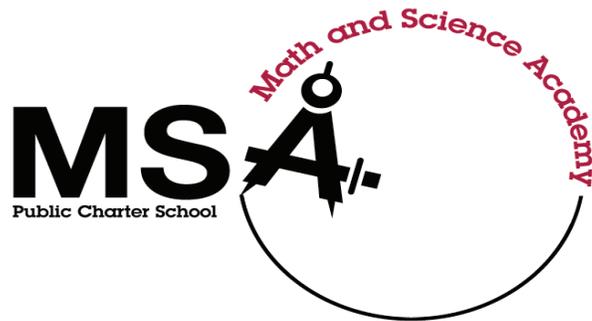
Math and Science Academy
Charter School No. 4043
Statement of Revenues and Expenditures
May 31, 2021

		92%				
		Audited FY20 Actual 485.85 ADM	Original FY21 Budget 495 ADM	Working FY21 Budget 495 ADM	May YTD 493.63 ADM	Percent of Working Budget
Expenditures						
100	Salaries and wages	\$ 2,042,506	\$ 2,228,933	\$ 2,238,887	\$ 2,008,937	89.7%
200	Employee benefits	815,937	778,074	784,571	605,411	77.2%
Crs 180	Extracurricular activities	192,269	74,678	74,678	49,101	65.8%
305	Contracted services	203,545	232,160	269,560	223,203	82.8%
315	Repairs and maintenance for computers	36,550	39,700	45,000	41,834	93.0%
320	Communications services	18,564	19,115	19,115	17,375	90.9%
329	Postage	4,989	4,200	4,200	2,311	55.0%
330	Utilities	91,472	108,100	80,000	67,434	84.3%
340	Property and liability insurance	29,705	34,200	50,000	46,847	93.7%
350	Repairs and maintenance	101,701	148,800	100,000	96,239	96.2%
360	Transportation for field trips	7,440	11,100	-	-	-
366/368	Staff training/travel and conferences	22,485	15,000	20,000	19,297	96.5%
369	Field trips admissions	13,209	23,200	-	-	-
370	Building lease	895,045	925,640	925,640	755,850	81.7%
370	Other rentals and operating leases	356	800	800	91	11.4%
380	Computer and tech related hardware rental	32,696	15,501	28,000	25,664	91.7%
401/455/465	General supplies	38,643	31,900	20,000	19,632	98.2%
401	Maintenance supplies	21,658	25,000	15,750	15,317	97.3%
405	Non-instructional computer software and license	20,059	20,525	24,000	23,912	99.6%
406	Instructional software licensing	14,786	14,700	22,450	22,196	98.9%
430/456/466	Instructional supplies	90,768	50,000	30,000	12,256	40.9%
460	Textbooks and workbooks	17,247	26,000	15,000	10,901	72.7%
461	Standardized tests	20,093	22,500	15,000	3,838	25.6%
490	Food	320	2,000	1,000	-	0.0%
505/506	Capitalized technology software	9,427	12,300	10,000	7,579	75.8%
530	Other equipment/furniture	21,088	12,000	3,500	338	9.7%
555/556	Technology hardware (cap)	6,955	30,000	5,000	380	7.6%
820	Dues and memberships, fees	38,196	40,035	46,000	45,775	99.5%

**Math and Science Academy
Charter School No. 4043
Statement of Revenues and Expenditures
May 31, 2021**

		Audited FY20 Actual 485.85 ADM	Original FY21 Budget 495 ADM	Working FY21 Budget 495 ADM	92% May YTD 493.63 ADM	Percent of Working Budget
898	Scholarships	-	500	500	-	0.0%
	Annual fund (265)	7,652	42,500	42,500	668	1.6%
	State special education	753,161	774,200	774,200	607,702	78.5%
Fin 372	Third party billing	759	1,000	1,000	756	75.6%
	Federal special education	70,527	66,200	67,045	29,414	43.9%
	Title II funds	21,427	27,400	9,647	7,923	82.1%
151,153,154	CARES and CRF Funding	-	-	158,401	156,028	98.5%
891	Pension expense	-	15,000	15,000	-	0.0%
	Summer School	-	-	10,000	-	0.0%
	Student activity expense	96,637	129,200	57,000	32,012	56.2%
Total expenditures		\$ 5,757,872	\$ 6,002,161	\$ 5,983,444	\$ 4,956,221	82.8%
		5,757,872	6,002,161	5,983,444	4,956,221	
General fund net income		\$ 25,985	\$ 2,244	\$ 9,628	\$ 475,161	
Fund balances						
Beginning fund balance, all funds		\$ 2,121,091	\$ 2,147,076	\$ 2,147,076		
Projected fund balance, all funds		\$ 2,147,076	\$ 2,149,320	\$ 2,156,704		
		37%	36%	36%		

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



**Math and Science Academy
Charter School No. 4043
Woodbury, MN**

Supplemental Information

May 31, 2021

**Math and Science Academy
ExtraCurricular/Student Activities
May 31, 2021**

Course Code	Account Name	July 1, 2020	Revenue	Expense	YTD
401	Student Council Funds	\$ 276	\$ -	\$ -	\$ 276
402	NHS Funds	407	740	(385)	762
403	Parent Team Funds	-	-	-	-
404	FIRST Lego League (FLL)	809	575	(867)	517
405	Prom	1,788	2,395	(2,508)	1,674
406	Ex-Curr Academic Triathlon	145	-	-	145
407	Ex-Curr Theatre Funds	308	4,579	(24)	4,863
408	Spanish Club Funds	-	288	-	288
409	Girls Basketball	-	-	-	-
410	Ex-Curr Art Club Funds	-	-	-	-
411	Ex-Curr Ski Club	-	-	-	-
413	FIRST Robotics Competition (FRC)	-	7,040	(3,990)	3,050
414	Asian Club	-	-	-	-
416	Newspaper	32	200	-	232
417	Film Club	-	-	-	-
419	Nordic Ski Team	122	4,000	(1,967)	2,155
420	Cross Country	-	5,435	(2,666)	2,769
421	Track & Field	-	7,525	(176)	7,349
422	Music Fund	198	910	(665)	443
423	Boys Basketball	408	3,540	(1,679)	2,269
424	Baseball	-	960	(960)	-
427	Math League	-	125	(1,878)	(1,753)
429	Computer Club	-	-	-	-
430	Debate	-	-	-	-
431	Girls Volleyball	946	1,750	(1,088)	1,609
432	Athletic Account	313	-	(1,172)	(859)

**Math and Science Academy
ExtraCurricular/Student Activities
May 31, 2021**

Course Code	Account Name	July 1, 2020	Revenue	Expense	YTD
433	Speech Team	-	-	-	-
434	Earth Club	-	-	-	-
436	Cooking Club	-	-	-	-
437	Chess Club	0	-	-	0
440	Badminton	501	2,625	(1,104)	2,022
441	Trap Team	89	3,088	(1,988)	1,188
442	Boys Volleyball	90	-	-	90
443	FIRST Tech Challenge (FTC)	-	7,625	(5,821)	1,804
444	Harry Potter	-	-	-	-
445	Gay Straight Alliance (GSA)	58	300	(75)	283
446	Social Justice Club	-	-	-	-
447	Class of 2020	1,760	-	-	1,760
449	Soccer	-	1,480	(1,480)	-
450	Football	-	1,475	(1,475)	-
451	Cheers Volunteer	33	50	-	84
452	SWENext Club	24	-	-	24
453	Class of 2021	550	-	(43)	507
460	Africa Club	-	-	-	-
	Total student activity balances	\$ 8,857	\$ 56,705	\$ (32,012)	\$ 33,551
		\$ 8,857	\$ 56,705	\$ (32,012)	\$ 33,551

Note: Accounts with negative balances indicate that more money has been spent than has been collected

Treatment of Accounts with Balances at Year End: As of July 1, 2019, there is a requirement for all student activities to be under board control. MSA student activities have always been under board control. In addition, at year-end, the balance in the student activity accounts must be restricted fund balance .

*Management has elected to omit substantially all disclosures and the Government-Wide Financial Statements.
No CPA provides any assurance on these financial statements.*



April 2021 Statement

Open Date: 03/12/2021 Closing Date: 04/12/2021



Visa® Business Card
MATH&SCIENCE ACADEMY
JOHN D GAWARECKI (CPN 000046616)

Account: .

Cardmember Service 1-866-552-8855
BUS 30 ELN 3 6 8 8

New Balance	\$10,809.97
Minimum Payment Due	\$109.00
Payment Due Date	05/09/2021

Previous Balance	+	\$4,624.61
Payments	-	\$4,624.61 ^{CR}
Other Credits	-	\$99.64 ^{CR}
Purchases	+	\$10,909.22
Balance Transfers		\$0.00
Advances		\$0.00
Other Debits		\$0.00
Fees Charged	+	\$0.39
Interest Charged		\$0.00
New Balance	=	\$10,809.97
Past Due		\$0.00
Minimum Payment Due		\$109.00
Credit Line		\$30,000.00
Available Credit		\$19,190.03
Days in Billing Period		32

3

Payment Options:

Mail payment coupon with a check

Pay online at myaccountaccess.com

Pay by phone 1-866-552-8855

Please detach and send coupon with check payable to: Cardmember Service CPN 000046616



24-Hour Cardmember Service: 1-866-552-8855

- . to pay by phone
- . to change your address

000010201 01 SP 000638783847239 P Y

MATH&SCIENCE ACADEMY
JOHN D GAWARECKI
8430 WOODBURY XING
WOODBURY MN 55125-9433



Account Number	
Payment Due Date	5/09/2021
New Balance	\$10,809.97
Minimum Payment Due	\$109.00

Amount Enclosed \$ _____

Cardmember Service

P.O. Box 790408
St. Louis, MO 63179-0408





April 2021 Statement 03/12/2021 - 04/12/2021

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MATH&SCIENCE ACADEMY
JOHN D GAWARECKI (CPN 000046616)

Cardmember Service

1-866-552-8855

Important Messages

Paying Interest: You have a 24 to 30 day interest-free period for Purchases provided you have paid your previous balance in full by the Payment Due Date shown on your monthly Account statement. In order to avoid additional INTEREST CHARGES on Purchases, you must pay your new balance in full by the Payment Due Date shown on the front of your monthly Account statement.

There is no interest-free period for transactions that post to the Account as Advances or Balance Transfers except as provided in any Offer Materials. Those transactions are subject to interest from the date they post to the Account until the date they are paid in full.

Speed through checkout with the added security and convenience of PayPal. Go to the Mobile App or manage your account online. Link your card to PayPal today.

We have added Mobile Authentication and Cellular Phone Contact Policy to and made changes to the Arbitration Agreement in your account agreement. Please visit card.myaccountaccess.com/agreementchanges to review. If you have any questions, call the number on the back of your card.

Transactions

Payments and Other Credits

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
04/02	04/02	URE	PAYMENT THANK YOU	\$4,624.61CR	_____
04/08	04/05	9708	AED SUPERSTORE WOODRUFF WI MERCHANDISE/SERVICE RETURN	\$83.78CR	_____
04/08	04/07	4699	Amazon.com Amzn.com/bill WA MERCHANDISE/SERVICE RETURN	\$15.86CR	_____
TOTAL THIS PERIOD				\$4,724.25CR	

Purchases and Other Debits

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
03/12	03/11	5485	AMERICAN RED CROSS 800-733-2767 DC	\$350.00	_____
03/12	03/11	5758	AMERICAN RED CROSS 800-733-2767 DC	\$350.00	_____
03/16	03/15	1503	PAYPAL *RATWIKROSZA 402-935-7733 CA	\$250.00	_____
03/23	03/22	1945	PAYPAL *RATWIKROSZA 402-935-7733 CA	\$250.00	_____
03/23	03/22	8662	PAYPAL *RATWIKROSZA 402-935-7733 CA	\$250.00	_____
03/24	03/22	0476	AMERICAN RED CROSS 800-733-2767 DC	\$35.00	_____
03/25	03/24	0950	AMZN Mktp US*275HN97J3 Amzn.com/bill WA	\$38.97	_____
03/26	03/24	7059	AMZN Mktp US*OX7OT9S13 Amzn.com/bill WA	\$499.95	_____
03/26	03/25	3101	AMZN Mktp US*KQ14G62A3 Amzn.com/bill WA	\$37.95	_____
03/29	03/28	6495	CLASSMARKER.COM PLAN NEWCASTLE AU	\$19.95	_____
03/29	03/25	8100	AMZN Mktp US*ML7KY3663 Amzn.com/bill WA	\$210.60	_____
03/29	03/26	5735	SP * SMARTBOARDS.COM SMARTBOARDSCO NY	\$192.53	_____
03/30	03/29	8402	AMZN Mktp US*IZ9U14X33 Amzn.com/bill WA	\$1,165.79	_____
03/31	03/30	9858	AMAZON.COM*VA9215FK3 A AMZN.COM/BILL WA	\$869.46	_____
04/01	03/31	1386	NATIONAL ASSOCIATION F 571-323-5952 VA	\$164.49	_____
04/02	03/31	6169	AED SUPERSTORE 800-544-0048 WI	\$1,258.72	_____
04/05	04/04	6445	Amazon.com*0R8HH3LF3 Amzn.com/bill WA	\$27.84	_____
04/05	04/04	7806	AMAZON.COM*T51R37V63 A AMZN.COM/BILL WA	\$320.98	_____
04/07	04/06	9498	DAKOTA COUNTY PARKS MN 952-891-7991 MN	\$1,555.00	_____
04/07	04/06	1443	AMZN Mktp US*W09VW6CV3 Amzn.com/bill WA	\$74.22	_____
04/07	04/06	8618	AMZN Mktp US*QI90I9H93 Amzn.com/bill WA	\$5.52	_____

Continued on Next Page



April 2021 Statement 03/12/2021 - 04/12/2021

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MATH&SCIENCE ACADEMY
JOHN D GAWARECKI (CPN 000046616)

Cardmember Service

1-866-552-8855

Transactions**Purchases and Other Debits**

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
04/08	04/07	2106	AMZN Mktp US*VE3UL4SF3 Amzn.com/bill WA	\$379.99	_____
04/08	04/07	9371	SMK*SURVEYMONKEY.COM 971-2311154 CA	\$29.00	_____
04/08	04/07	5242	AMZN Mktp US*L25TH8LC3 Amzn.com/bill WA	\$11.35	_____
04/08	04/07	5333	IXL SCHOOL SUBSCRIPT 650-372-4040 CA	\$449.00	_____
04/08	04/07	4992	AMZN Mktp US*G20TP76V3 Amzn.com/bill WA	\$19.98	_____
04/08	04/07	4034	AMZN Mktp US*4L9U682H3 Amzn.com/bill WA	\$304.00	_____
04/08	04/07	0831	AMZN Mktp US*U03562MJ3 Amzn.com/bill WA	\$189.05	_____
04/09	04/08	1605	WWW.SQUADLOCKER.COM HTTPSTEAM.SQU RI	\$1,103.85	_____
04/09	04/08	2635	AMZN Mktp US*Z541X9SP3 Amzn.com/bill WA	\$113.65	_____
04/09	04/08	9117	AMZN Mktp US*QE32325C3 Amzn.com/bill WA	\$81.14	_____
04/09	04/08	5527	AMAZON.COM*8C0IL6RB3 A AMZN.COM/BILL WA	\$10.87	_____
04/09	04/08	3488	AMZN Mktp US*RK9147AX3 Amzn.com/bill WA	\$143.89	_____
04/12	04/09	8625	AMAZON.COM*G24MC18P3 A AMZN.COM/BILL WA	\$58.04	_____
04/12	04/09	7656	AMZN MKTP US*JU2ND43J3 AMZN.COM/BILL WA	\$88.44	_____
TOTAL THIS PERIOD				\$10,909.22	

Fees

Post Date	Trans Date	Ref #	Transaction Description	Amount	Notation
03/29	03/28	6495	FRGN TRANS FEE-CLASSMARKER.COM PLAN NE	\$0.39	_____
TOTAL FEES THIS PERIOD				\$0.39	

2021 Totals Year-to-Date

Total Fees Charged in 2021	\$1.56
Total Interest Charged in 2021	\$0.00

Company Approval*(This area for use by your company)*

Signature/Approval: _____

Accounting Code: _____

Interest Charge Calculation**Your Annual Percentage Rate (APR) is the annual interest rate on your account.**

**APR for current and future transactions.

Balance Type	Balance By Type	Balance Subject to Interest Rate	Variable	Interest Charge	Annual Percentage Rate	Expires with Statement
**BALANCE TRANSFER	\$0.00	\$0.00	YES	\$0.00	17.24%	
**PURCHASES	\$10,809.97	\$0.00	YES	\$0.00	17.24%	
**ADVANCES	\$0.00	\$0.00	YES	\$0.00	20.99%	

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CHECK DATE	CHECK NUMBER	CHECK VENDOR	INVOICE DESCRIPTION	AMOUNT
05/06/2021	201901290	AMAZON	Credit Card Payment AP Invoice.	4,635.82
05/06/2021	201901290	AMERICAN RED CROSS	Credit Card Payment AP Invoice.	735.00
05/06/2021	201901290	CARDMEMBER SERVICE	Credit Card Payment AP Invoice.	4,660.15
05/06/2021	201901290	RATWIK, ROSZAK & MALONEY, PA	Credit Card Payment AP Invoice.	750.00
05/06/2021	201901290	SURVEYMONKEY	Credit Card Payment AP Invoice.	29.00
05/07/2021	20200901	LOFFLER COMPANIES INC	Konica Minolta C458 Copier Standard Payment	422.33
05/11/2021	20200931	ACCESS	Monthly Storage Fee	39.99
05/11/2021	20200921	BLOCK SCHOOL NURSE CONSULTING LLC	Nurse Consult: 4/14/21-5/4/21 6hrs @ \$90/hr	540.00
05/11/2021	20200903	BLUE LINE MEDICAL SERVICES LLC	Trainer Service for Math and Science Academy Basketball: Feb-March 2021	377.00
05/11/2021	20200905	BRAULT, ALEXANDER	Reimbursement: Track & Field Supplies	175.80
05/11/2021	20200917	BRAULT, ALEXANDER	Reimbursement: Nordic Supplies	100.06
05/11/2021	20200908	CARDENAS, ANNE	Reimbursement: 2021 Virtual Special Education Law & Leadership Seminar	250.00
05/11/2021	20200925	CASEY-WOLF, THERESA	School Psychologist: April 2021 13 hrs @ \$90/hr	1,170.00
05/11/2021	20200907	CENTURY LINK	Monthly Service: APR 19-MAY 18; Account 651-731-5162 971	130.00
05/11/2021	20200910	CENTURY LINK	MONTHLY SERVICE- Apr 21-May 21; Account 651-735-9416 212	257.45
05/11/2021	20200928	CITY VIEW ELECTRIC INC	ANNUAL FIRM ALARM MONITORING: 06/16/2021-06/15/2022	420.00
05/11/2021	20200909	COMCAST	Internet: 4/27/21-5/26/21 - Account 8772 10 577 0827141	349.95
05/11/2021	20200915	CULLIGAN	Drinking Water Equipment Service: May 2021 Acct#157-00808535-7	122.50
05/11/2021	20200933	DICK'S/LAKEVILLE SANITATION INC	Trash & Recycling: May 2021	623.09
05/11/2021	20200911	ESPARZA, PAUL	Reimbursement: Maintenance Supplies	182.38
05/11/2021	20200935	ESPARZA, PAUL	Maintenance Work 59hrs @ \$26/hr and COVID work 40 hrs @ \$26/hr (ESSER)	2,574.00
05/11/2021	20200904	FROBERG, AMANDA	Reimbursement: Professional Development at Hamline	1,000.00
05/11/2021	20200913	GAWARECKI, JOHN	Reimbursement: Professional Development - Hamline Courses	2,323.26
05/11/2021	20200918	GRAVEEN, EMILY	Reimbursement: Prof Development (Title II)	450.00
05/11/2021	20200912	HAMM, CARRIE	Eyewear Reimbursement	134.71
05/11/2021	20200922	HANSEN'S LAWN CARE	Spring Cleanup: April 2021	752.00
05/11/2021	20200936	JR COMPUTER ASSOCIATES	Monthly Contract	3,050.00
05/11/2021	20200926	LANDRUM DOBBINS LLC	Legal Services: April 2021	2,600.00
05/11/2021	20200920	LARSON, KASSIE	Reimbursement: Spanish Audiobook Download	20.00
05/11/2021	20200914	LIBERTY CLASSICAL ACADEMY	BASEBALL PARTICIPATION FEES FOR 2021 SEASON â€ 4 STUDENTS X \$240	960.00
05/11/2021	20200916	MARTIN LAW FIRM PLLC	Legal Services: April 2021	5,591.50
05/11/2021	20200934	METRO SALES INC	Contract Base Rate and Contract Usage Charge Ricoh Copiers (SPED and GenEd)	3,032.09
05/11/2021	20200919	MN BCA	Background Check: S. Koperski	8.00
05/11/2021	20200906	PURCHASE POWER	Postage	503.50
05/11/2021	20200902	SKYWARD ACCOUNTING DEPT.	TRAINING - STUDENT MANAGEMENT SUITE 3 @ \$200	600.00
05/11/2021	20200927	TPRS BOOKS	Spanish Novels	82.85
05/11/2021	20200923	TRANE U.S. INC.	PER PROPOSAL 87663 DATED APRIL 14 2021: COMPLETED REPAIRS TO CONDENSING UNIT REPLACED CAPACITOR AND RE-WIRED COMPRESSOR.	521.00
05/11/2021	20200924	TRANE U.S. INC.	PER PROPOSAL 3032444 DATED APRIL 15 2021: PROVIDED AND COMPLETED INSTALLATION OF NEW CONDENSING UNIT.	6,464.00
05/11/2021	20200929	VANGUARD CLEANING SYSTEMS OF MINNESOTA	Monthly Cleaning: May 2021	6,425.00

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CHECK	CHECK		INVOICE	
DATE	NUMBER	VENDOR	DESCRIPTION	AMOUNT
05/11/2021	20200930	VANGUARD CLEANING SYSTEMS OF MINNESOTA	TouchPoint Cleaning and Disinfecting: May 2021	950.00
05/11/2021	20200932	VERIZON WIRELESS	Phone Service: Mar 21-Apr 20 and Hotspots (GEER)	1,081.08
05/12/2021	20200938	STATE OF MINNESOTA	MSA Building Company 2020 Trust Annual Report FEIN 41-1926728	25.00
05/12/2021	20200937	STATE OF MINNESOTA	Math & Science Academy 990 Filing Fee FEIN 41-1907844	25.00
05/14/2021	20200895	FURTHER	Payroll accrual	846.25
05/14/2021	20200895	FURTHER	Payroll accrual	461.90
05/14/2021	20200896	INTERNAL REVENUE SERVICE	Payroll accrual	765.00
05/14/2021	20200896	INTERNAL REVENUE SERVICE	Payroll accrual	6,781.60
05/14/2021	20200896	INTERNAL REVENUE SERVICE	Payroll accrual	6,673.28
05/14/2021	20200896	INTERNAL REVENUE SERVICE	Payroll accrual	1,560.68
05/14/2021	20200896	INTERNAL REVENUE SERVICE	Payroll accrual	6,673.28
05/14/2021	20200896	INTERNAL REVENUE SERVICE	Payroll accrual	1,560.68
05/14/2021	20200897	MID ATLANTIC TRUST COMPANY	Payroll accrual	944.00
05/14/2021	20200897	MID ATLANTIC TRUST COMPANY	Payroll accrual	134.00
05/14/2021	20200897	MID ATLANTIC TRUST COMPANY	Payroll accrual	4,573.23
05/14/2021	20200898	MINNESOTA DEPT OF REVENUE	Payroll accrual	110.00
05/14/2021	20200898	MINNESOTA DEPT OF REVENUE	Payroll accrual	3,461.41
05/14/2021	20200899	PERA	Payroll accrual	1,502.19
05/14/2021	20200899	PERA	Payroll accrual	66.30
05/14/2021	20200899	PERA	Payroll accrual	1,733.27
05/14/2021	20200899	PERA	Payroll accrual	76.50
05/14/2021	20200900	TEACHERS RETIREMENT ASSOCIATION	Payroll accrual	8.68
05/14/2021	20200900	TEACHERS RETIREMENT ASSOCIATION	Payroll accrual	6,492.78
05/14/2021	20200900	TEACHERS RETIREMENT ASSOCIATION	Payroll accrual	9.41
05/14/2021	20200900	TEACHERS RETIREMENT ASSOCIATION	Payroll accrual	7,038.17
05/17/2021	20200894	BILL.COM	Fees	172.18
05/18/2021	20200943	BABB, JENNA	Reimbursement: Prom Supplies (curtain lights)	27.84
05/18/2021	20200944	BABB, JENNA	Reimbursement: Prom Supplies (30ct chipsx2)	17.98
05/18/2021	20200945	BABB, JENNA	Reimbursement: Prom Supplies (balloons)	135.44
05/18/2021	20200940	BABB, JENNA	Reimbursement: Prom Supplies (wristbands)	5.99
05/18/2021	20200941	DOMBROVSKI, NOAH	Reimbursement: Concordia University Tuition	1,000.00
05/18/2021	20200939	ESPARZA, PAUL	Reimbursement: Maintenance Supplies	19.98
05/18/2021	20200947	FAMILY ACHIEVEMENT CENTER, INC	"April 2021 Speech, OT Services and Physical Therapy and Mileage"	10,155.04
05/18/2021	20200942	KRAUS-ANDERSON INSURANCE	Practical HR: June 2021	250.00
05/18/2021	20200948	METRO SALES INC	Contract Base Rate and Contract Usage Charge	126.25
05/18/2021	20200949	NWAIWU, CHRISTOPHER	DJ for Prom 5/15/21	600.00
05/18/2021	20200946	PARK GROVE ELECTRIC, INC.	Change ballast in classroom and 2 light switches	248.00
05/20/2021	20200893	US BANK	Rent	45,596.88
05/21/2021	20200963	A.J. ALBERTS PLUMBING INC.	Replaced shut off to flushometer and diaphragm in basement staff bathroom. A 1041-A	219.00
05/21/2021	20200962	BABB, JENNA	Reimbursement: Prom Supplies (Snacks & Decor)	54.71
05/21/2021	20200953	BABB, JENNA	Reimbursement: Prom Supplies	41.65
05/21/2021	20200956	BABB, JENNA	Reimbursement: Prom Supplies (Snacks & Sharpies)	69.81
05/21/2021	20200958	BERGANKDV OUTSOURCED SERVICES LLC	Financial Management and Accounting Services: May 2021	7,330.00
05/21/2021	20200959	BERGANKDV OUTSOURCED SERVICES LLC	Accounting services related to the Building	3,738.00

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CHECK			INVOICE	
DATE	CHECK NUMBER	VENDOR	DESCRIPTION	AMOUNT
			Company for May 2021	
05/21/2021	20200950	CASEY, SEAN	Reimbursement: Clay Shooting	992.00
05/21/2021	20200951	COMCAST	Internet & Phone: 5/18/21-6/17/21 Acct# 8772 10 577 0477541	518.33
05/21/2021	20200952	ESPARZA, PAUL	Reimbursement: Maintenance Supplies	34.96
05/21/2021	20200965	INNOVATIVE OFFICE SOLUTIONS LLC	Paper for Graduation Brochure	43.17
05/21/2021	20200966	INNOVATIVE OFFICE SOLUTIONS LLC	"Sanitizer, Disinfectant Wipes and Toner (ESSER) "	1,096.34
05/21/2021	20200955	LACASSE, KENNETH JR	Vision Reimbursement: Glasses	157.60
05/21/2021	20200957	PIERCE, NICOLE	Reimbursement: Theater Supplies	245.18
05/21/2021	20200964	POPP COMMUNICATIONS	Telephone Services: 4/4/21-5/3/21 Account Number: 10003837	59.42
05/21/2021	20200961	ROBERT ENGSTROM COMPANIES	Recurring Bill Lease Payment for Bldg D at 8500 Woodbury Crossing	8,381.11
05/21/2021	20200954	SLETTEN, WENDELL	Reimbursement: Total Band Director Workshop on UMary	45.00
05/21/2021	20200960	WOODBURY CROSSING OFFICES, PLLP	Recurring Bill Rent	5,463.64
05/21/2021	20200892	BLUE CROSS BLUE SHIELD OF MN	Health Insurance: June 2021	49,606.45
05/28/2021	20200968	FURTHER	Payroll accrual	846.25
05/28/2021	20200969	INTERNAL REVENUE SERVICE	Payroll accrual	765.00
05/28/2021	20200969	INTERNAL REVENUE SERVICE	Payroll accrual	7,218.80
05/28/2021	20200969	INTERNAL REVENUE SERVICE	Payroll accrual	7,102.92
05/28/2021	20200969	INTERNAL REVENUE SERVICE	Payroll accrual	1,661.20
05/28/2021	20200969	INTERNAL REVENUE SERVICE	Payroll accrual	7,102.92
05/28/2021	20200969	INTERNAL REVENUE SERVICE	Payroll accrual	1,661.20
05/28/2021	20200970	MID ATLANTIC TRUST COMPANY	Payroll accrual	944.00
05/28/2021	20200970	MID ATLANTIC TRUST COMPANY	Payroll accrual	134.00
05/28/2021	20200970	MID ATLANTIC TRUST COMPANY	Payroll accrual	3,134.00
05/28/2021	20200971	MINNESOTA DEPT OF REVENUE	Payroll accrual	110.00
05/28/2021	20200971	MINNESOTA DEPT OF REVENUE	Payroll accrual	3,728.30
05/28/2021	20200972	PERA	Payroll accrual	1,868.42
05/28/2021	20200972	PERA	Payroll accrual	2,155.87
05/28/2021	20200973	TEACHERS RETIREMENT ASSOCIATION	Payroll accrual	6,372.65
05/28/2021	20200973	TEACHERS RETIREMENT ASSOCIATION	Payroll accrual	6,907.96
05/28/2021	20200967	OLD NATIONAL BANK	Service Charge	310.00
Totals for checks				295,091.56

Batch	Post Date	Acct Nbr	Description	Amount	69
20-50129	11/30/2020	50 R 005 000 000 000 092	Trust Interest Earnings - November 2020	6.27	
			Totals for 20-50129	6.27	
20-50130	12/31/2020	50 R 005 000 000 000 092	Trust Interest Earnings - December 2020	7.17	
			Totals for 20-50130	7.17	
20-50131	01/31/2021	50 R 005 000 000 000 092	Trust Interest Earnings - January 2021	6.41	
			Totals for 20-50131	6.41	
20-50132	02/28/2021	50 R 005 000 000 000 092	Trust Interest Earnings - February 2021	3.83	
			Totals for 20-50132	3.83	
20-50133	03/31/2021	50 R 005 000 000 000 092	Trust Interest Earnings - March 2021	3.69	
			Totals for 20-50133	3.69	
20-50135	11/30/2020	50 R 005 000 000 000 093	Rent Received from the School - November	58906.25	
			Totals for 20-50135	58906.25	
20-50136	01/31/2021	50 R 005 000 000 000 093	Rent Received from the School - January	104712.93	
			Totals for 20-50136	104712.93	
20-50137	02/28/2021	50 R 005 000 000 000 093	Rent Received from the School - February	45596.88	
			Totals for 20-50137	45596.88	
20-50138	03/30/2021	50 R 005 000 000 000 093	Rent Received from the School - March 20	45596.88	
			Totals for 20-50138	45596.88	
20-50139	05/25/2021	01 R 005 000 265 000 096	Amazon Smile Deposit	158.54	
			Totals for 20-50139	158.54	
20-50140	05/25/2021	01 R 005 000 000 000 211	General Education Aid	208782.09	
			Totals for 20-50140	208782.09	
20-50141	05/25/2021	01 R 005 000 011 152 400	FIN 152, ESSER 9.5	1534.63	
			Totals for 20-50141	1534.63	
20-50142	05/25/2021	01 R 010 298 405 000 050	Prom	1000.00	
20-50142	05/25/2021	01 R 010 258 000 000 050	Band	105.00	
20-50142	05/25/2021	01 R 010 298 422 000 050	Music - Tri-M	20.00	
20-50142	05/25/2021	01 R 010 298 407 000 050	Theater	100.00	
20-50142	05/25/2021	01 R 010 260 000 000 050	HS Engineering	30.00	
20-50142	05/25/2021	01 R 005 000 622 000 621	Yearbook	225.00	
20-50142	05/25/2021	01 R 010 298 423 000 050	Basketball	175.00	
20-50142	05/25/2021	01 E 005 110 000 000 305	Background check	8.00	
20-50142	05/25/2021	01 R 005 000 265 000 096	Blackbaud Giving Fund - Donation (Annual	7.62	
20-50142	05/25/2021	01 R 005 000 265 000 096	CAF America - 3M Donation (Annual Fund)	97.02	
20-50142	05/25/2021	01 R 005 000 265 000 096	CAF America - 3M Donation (Annual Fund)	97.02	
			Totals for 20-50142	1864.66	
20-50143	05/25/2021	01 A 121 00	SPED Tuition SFY 2020 FFY 2019	19350.99	
			Totals for 20-50143	19350.99	
20-50144	05/31/2021	50 R 005 000 000 000 092	Building Co Interest	0.38	

Batch	Post Date	Acct Nbr	Description	Amount	70
			Totals for 20-50144	0.38	
20-50145	05/31/2021	01 R 005 000 000 000 092	Charles Schwab - Interest Earned	2.06	
			Totals for 20-50145	2.06	
20-50146	05/31/2021	01 R 005 000 000 000 092	Interest Deposit	51.66	
			Totals for 20-50146	51.66	
20-50147	05/31/2021	01 R 005 000 000 000 211	General Education Aid	176528.09	
20-50147	05/31/2021	01 R 005 000 000 348 300	FY21 Charter School Lease Aid	32254.00	
			Totals for 20-50147	208782.09	
20-50148	05/31/2021	01 R 010 298 407 000 060	Theater - Play Proceeds	1096.00	
20-50148	05/31/2021	01 R 010 298 405 000 096	MSA PTO paid for some Prom Expenses	520.00	
20-50148	05/31/2021	01 R 010 298 407 000 620	Theater Guild - Sweatpants Sales	288.00	
20-50148	05/31/2021	01 R 010 298 405 000 060	Prom - Participation Fees	90.00	
20-50148	05/31/2021	01 R 005 000 000 000 050	Jr Scholastic Fee	10.00	
20-50148	05/31/2021	01 L 215 08	State of MN - Delta Dental overpayment	989.80	
20-50148	05/31/2021	01 R 005 000 265 000 096	Blackbaud Giving Fund- Wells Fargo - Ann	11.43	
20-50148	05/31/2021	01 R 005 000 265 000 096	Mightycause - Annual Fund	35.00	
20-50148	05/31/2021	01 R 005 000 000 000 096	PayPal - Donation	100.00	
20-50148	05/31/2021	01 R 010 298 405 000 060	PayPal - Prom	785.00	
20-50148	05/31/2021	01 R 005 000 000 000 621	PayPal - Planner	10.00	
20-50148	05/31/2021	01 R 010 258 000 000 050	PayPal - Band	50.00	
20-50148	05/31/2021	01 R 010 298 407 000 050	PayPal - Theater	50.00	
20-50148	05/31/2021	01 R 005 000 000 000 050	PayPal - Jr Scholastic	10.00	
20-50148	05/31/2021	01 R 010 298 440 000 050	PayPal - Badminton	350.00	
20-50148	05/31/2021	01 R 010 298 421 000 050	PayPal - Track	350.00	
20-50148	05/31/2021	01 E 005 110 000 000 305	PayPal - Fees	55.50-	
20-50148	05/31/2021	01 E 005 110 000 000 305	PayPal - check fee	1.50-	
			Totals for 20-50148	4688.23	
			Total for Cash Receipts	700055.64	

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Batch	Post Date	Acct Nbr	Description	Amount
20-00042	04/30/2021	01 E 010 640 291 316 366	Reimbursement: AP Summer Institute for Experienced Teachers	-550.00
20-00042	04/30/2021	01 E 010 204 012 414 366	Reimbursement: AP Summer Institute for Experienced Teachers	309.77
20-00042	04/30/2021	01 E 010 204 011 414 366	Reimbursement: AP Summer Institute for Experienced Teachers	240.23
20-00042	04/30/2021	01 E 010 640 318 316 366	Bureau of Education - Strengthening Online Instruction	-279.00
20-00042	04/30/2021	01 E 010 204 011 414 366	Bureau of Education - Strengthening Online Instruction	279.00
			Totals for 20-00042	0.00
			Total for Journal Entries	0.00

Math and Science Academy

Adopted: February 6, 2003

Revised: December 4, 2009

Revised: June 21, 2021

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by MSA, pursuant to the requirements of the Family and Medical Leave Act of 1993 (FMLA) and consistent with the requirements of the Minnesota Parenting Leave laws.

A. Twelve-week Leave

1. Regular full-time and part-time employees who have been employed by MSA for at least 12 months and have worked at least 1,250 hours during the 12-month period immediately preceding the commencement of the leave are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition; and/or
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee uses any leave.
3. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short term conditions for which treatment and recovery are very brief.

4. Eligible spouses employed by MSA are limited to an aggregate of twelve weeks of leave during any 12-month period for the birth or adoption of a child, the placement of a child for foster care or to care for a parent. This limitation for spouses employed by MSA does not apply to leave taken by one spouse to care for the other spouse who is seriously ill, to care for a child with a serious health condition, or because of the employee's own serious health condition.
5. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of MSA or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or reduced schedule leave is foreseeable based on planned medical treatment, MSA may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.
6. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child or parent, the employee will be required to submit sufficient medical certification to MSA. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
7. If MSA has reason to doubt the validity of a health care provider's certification, it may require a second opinion at MSA's expense. If the opinions of the first and second health care providers differ, MSA may require certification from a third health care provider at MSA's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
8. Requests for leave shall be made to the Director of MSA. Employees must give 30 days written notice of a leave of absence where practicable. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of MSA, subject to and in coordination with the health care provider.
9. During the period of a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period), MSA will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage.

10. MSA may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. It shall be the responsibility of the MSA employees to develop directives and guidelines as necessary to implement this policy. The staff handbook shall satisfy this requirement and shall be submitted to the Board of Directors (BOD) for annual review.

MSA shall comply with written notice requirements as set forth in federal regulations.

11. Employees returning from a leave permitted under this policy (which does not exceed a total of 12 work weeks in the applicable 12 month period) are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.
12. An employee who does not return to work after leave may, in some situations, be required to reimburse MSA for the cost of the health plan premiums paid by it.
13. The provisions of this policy are intended to comply with applicable law, including the Family and Medical Leave Act of 1993 (“FMLA”) and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by that Act and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

B. Six-week Leave

An employee who does not qualify for leave under Paragraph A above may qualify for a six-week unpaid parenting leave for birth or adoption of a child. The employee may qualify if he or she has worked for MSA for at least 12 consecutive months and has worked an average number of hours per week equal to one-half full time equivalent. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.

III. DEFINITIONS

- A. “Active duty” or “call to active duty” means a federal call to active duty as a member of the reserve components (Army National Guard, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve) or a retired member of the regular Armed Forces or reserve component in support of a contingency operation. For purposes of this policy, active duty or call to active duty status does not include members of the regular Armed Forces.
- B. “Contingency operation” means a military operation that is designated by the Secretary of Defense as an operation in which members of the Armed Forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force or which results in the call or order to, or retention on, active duty of members of the uniformed services under federal law or any other provision of law during a war or during a national emergency declared by the President or Congress.
- C. “Covered military member” means the employee’s spouse, son, daughter, or parent on active duty or call to active duty status.
- D. “Covered servicemember” means a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness incurred in the line of duty while on active duty that may render the servicemember medically unfit to perform the duties of his or her office, grade, rank, or rating.
- E. “Eligible employee” means an employee who has been employed by the school district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee’s fulfillment of his or her National Guard or Reserve military service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district’s intention to rehire the employee after the break in service.
- F. “Next of kin of a covered servicemember” means the nearest blood relative other than the covered servicemember’s spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember’s next of kin, and the

employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.

- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
1. to address any issues that arise from a short-notice deployment (seven calendar days or less) of a covered military member;
 2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to five days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member; and
 8. to address parental care needs; and
 9. to address other events related to a covered military member that both the employee and MSA agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an

individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.

J. “Veteran” has the meaning given in 38 U.S.C. § 101

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee’s child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee’s spouse, son, daughter, or parent with a serious health condition;
 - d. the employee’s serious health condition makes the employee unable to perform the functions of the employee’s job; and/or
 - e. any qualifying exigency arising from the employee’s spouse, son, daughter, or parent being on active duty, or notified of an impending call or order to active duty, in the reserve component of the Armed Forces or a retired member of the regular Armed Forces or reserve component in support of a contingency operation.
2. For the purposes of this policy, “year” is defined as a rolling 12-month period measured backward from the date an employee’s leave is to commence.
3. An employee’s entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A “serious health condition” typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. Eligible spouses employed by MSA are limited to an aggregate of 12

weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.

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

duty or a call to active duty status in support of a contingency operation and the dates of active duty service. In addition, MSA may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.

11. During the period of a leave permitted under this policy, MSA will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who does not return to work after the leave may, in some situations, be required to reimburse MSA for the cost of the health plan premiums paid by it.
12. MSA may request or require the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. It shall be the responsibility of the Director to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the Board of Directors (BOD) for annual review.

MSA shall comply with written notice requirements as set forth in federal regulations.

13. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Six-week Leave

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a six-week unpaid parenting leave for birth or adoption of a child. The employee may qualify if he or she has worked for MSA for at least 12 consecutive months and has worked an average number of hours per week equal to one-half of the full time equivalent. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of

kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall only be available during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.

2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. MSA may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.6., IV.A.9., IV.A.11., IV.A.12., and IV.A.13. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than twenty percent of the work days in

the leave period may be required to:

1. take leave for the entire period or periods of the planned medical treatment; or
 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, MSA may require that the leave be continued until the end of the semester.
 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, MSA may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, MSA may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. MSA will continue to fulfill MSA's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.
- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and MSA regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

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

Math and Science Academy

Adopted: August 5, 1999
 Revised: December 4, 2003
 Revised: March 4, 2010
 Revised: February 3, 2011
 Revised: August 17, 2015
 Revised: November 19, 2018
 Revised: December 10, 2019
 Revised: June 21, 2021

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES: VAPING AWARENESS AND PREVENTION INSTRUCTION

[Note: School districts are not required by statute to have a policy addressing these issues. However, Minn. Stat. § 144.416 requires that entities that control public places must make reasonable efforts to prevent smoking in public places, including the posting of signs or any other means which may be appropriate. Additionally, Minn. Stat. § 120B.238 requires that vaping prevention instruction be provided as set forth in this policy.]

I. FINDINGS

- A. Tobacco use is the single most preventable cause of death in the United States.ⁱ
- B. The use of tobacco products by the nation's children is a pediatric disease of considerable proportions that results in new generations of tobacco-dependent children and adults.ⁱⁱ
- C. In Minnesota, smoking causes 5,500 deaths annually, and costs nearly \$2 billion in health care costs.ⁱⁱⁱ
- D. Children are exposed to substantial and unavoidable tobacco advertising that leads to favorable beliefs about tobacco use, plays a role in leading young people to overestimate the prevalence of tobacco use, and increases the number of young people who begin to use tobacco.^{iv}
- E. Electronic cigarettes can increase nicotine addiction among young people and may lead children to try other tobacco products that are known to cause disease and lead to premature death.^v
- F. Imitation tobacco products may lead children to use tobacco by desensitizing them to the dangers of tobacco and advancing the false idea of tobacco use as socially acceptable.^{vi}
- G. Evidence has shown anti-tobacco use campaigns sponsored by the tobacco industry do not prevent youth from using tobacco products, and may encourage youth to smoke and create positive associations with the tobacco industry.^{vii}

II. PURPOSE

The purpose of this policy is to maintain learning and working environment that is tobacco free.

III. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the Math and Science Academy (MSA), or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that MSA owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition also includes personal vehicles of students, staff, and non-student adults. This prohibition includes all MSA property and all off campus events sponsored by the MSA.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student possesses any type of tobacco, tobacco-related device, or electronic delivery devices in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a MSA owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for school purposes, during hours of school operation, if more than one person is present. This prohibition includes all MSA property and all off-campus events sponsored by MSA.
- C. MSA will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. MSA will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery devices. MSA will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

Commented [MK1]: What does sponsored mean in this context? Need to have a definition.

Commented [MK2]: We should add that personal vehicles are included as well.

IV. TOBACCO AND TOBACCO-RELATED DEVICES AND VAPING DEFINITIONS DEFINED

- A. “Electronic delivery device” means any product containing or delivering nicotine, lobelia, or any other substance, **whether natural or synthetic**, intended for human consumption **that can be used by a person to simulate smoking in the delivery of nicotine or any other substance** through inhalation of aerosol or vapor from the product. **Electronic delivery devices includes but is not limited to devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor.** Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic

delivery device ~~does not include any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose.~~ excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.

- B.** “Heated tobacco product” means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C.** “Tobacco or Tobacco Product” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including, but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco products exclude any ~~tobacco product that has been approved by the U.S. Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.~~ drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- D.** “Tobacco-related devices” means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of ~~vapors aerosol or vapor~~ of tobacco or tobacco products. Tobacco related devices include components of tobacco-related devices which may be marketed or sold separately.
- E.** "Imitation tobacco product" means any non-tobacco product designed to resemble a tobacco product including any edible or non-edible, non-tobacco product designed to resemble a tobacco product that is intended to be used by children as a toy. Examples of imitation tobacco products include but are not limited to: candy or chocolate cigarettes, bubble gum cigars, shredded bubble gum resembling chewing tobacco, shredded beef jerky in containers resembling snuff tins, plastic cigars, and puff cigarettes.
- F.** "Electronic cigarette" means any oral device that provides a vapor of liquid nicotine, lobelia, and/or other substance, and the use or inhalation of which simulates smoking. The term shall include any such devices, whether they are manufactured, distributed, marketed or sold as e-cigarettes, e-cigars, e-pipes, or under any other product name or descriptor.

- G.** “Vaping” means using an activated electronic delivery device or heated tobacco product.”
- H.** “Smoking” means inhaling exhaling burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.
- I.** "Off-campus, school-sponsored event" means any event sponsored by the school or school district that is not on school property, including but not limited to, sporting events, day camps, field trips, entertainment seminars, dances or theatrical productions.
- J.** "Staff" means any person employed by MSA as full or part-time, or any position contracted for or otherwise employed, with direct or indirect monetary wages or profits paid by MSA or anyone working on a volunteer basis. This term includes, but is not limited to: faculty, service personnel, volunteers, chaperones, and others working for MSA.
- K.** "Student" means any person enrolled in MSA's educational system.
- L.** "Visitor" means any person subject to this policy that: is not a student, staff, or administrator as defined above.

V. EXCEPTIONS

- A.** A violation of this policy does not occur when a Native American adult lights tobacco on MSA’s property as a part of a traditional Native American spiritual or cultural ceremony. A Native American is a person who is a member of a Native American tribe as defined under Minnesota law.
- B.** It shall not be a violation of this policy for tobacco products, tobacco-related devices, imitation tobacco products, lighters, or electronic cigarettes to be included in instructional or work-related activities in MSA school buildings if the activity is conducted by a staff member or an approved visitor and the activity does not include smoking, chewing, or otherwise Ingesting the product.
- C.** A violation of this policy does not occur when a student or an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by MSA.

Commented [MK3]: This is specifying adult nonstudents, but what about students?

Commented [MK4]: For possession, the discipline is to confiscate it. What if the parent wants it back?

VI. VAPING AWARENESS AND PREVENTION INSTRUCTION

- A. MSA must provide vaping prevention instruction at least once to students in grades 6 through 8.
- B. MSA may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.
- C. In addition, MSA may choose to require (a) evidence-based vaping prevention instruction to students in grades 9 through 12; and/or (b) a peer-to-peer education program to provide vaping prevention instruction.

Commented [MK5]: What about teachers who have documents/video/images that include smoking? Add exception language here?

VII. ENFORCEMENT

- A. The success of this policy will depend upon the thoughtfulness, consideration, and cooperation of both tobacco-users and non-users. All individuals on school premises including students, staff, administrators, and visitors share in the responsibility for adhering to and enforcing this policy.
- B. Students who violate this tobacco-free policy shall be subject to MSA's discipline procedures.
- C. MSA directors and other school personnel who violate this tobacco-free policy shall be subject to MSA's discipline procedures (Policy 504).
- D. MSA's action taken for violation of this policy will be consistent with requirements of staff and student handbooks, Minnesota or federal law, and MSA's policies (Policy 504).
- E. Persons who violate this tobacco-free policy may be referred to the director or other MSA supervisory personnel responsible for the area or program at which the violation occurred.
- F. Visitors who are observed violating this policy shall be asked to comply with MSA's tobacco-free policy. If the visitor fails to comply with the request, his or her violation of the policy may be referred to the building administrator or other MSA supervisory personnel available. The administrator shall make a decision on further action that may include a directive to leave school property, including forfeiture of any fee charged for admission to a school-sponsored event. Repeated violations may result in a recommendation to the Director to prohibit the individual from entering school district property for a specified period of time. If he or she refuses to leave, the police may be called.

Commented [MK6]: Should we include statements about discipline (1st offence and 2nd offence)?

- G. The director may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- H. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VII. OPPORTUNITIES FOR CESSATION PROGRAMS

- A. Administrators shall consult with the county health department or other appropriate health and allied community-based organizations to provide students, staff, and administrators with information and access to support systems, programs, and services to encourage them to abstain from the use of tobacco products.
- B. Administrators shall identify and offer programs and services for staff that use tobacco products to support them in complying with this policy.

VIII. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. MSA will develop a method of discussing this policy with students and employees.

Legal References: **Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)**
 Minn. Stat. §§ 144.411-144.417 (Minnesota Clean Indoor Air Act)
 Minn. Stat. § 609.685 (Sale of Tobacco to Children)
 2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: MSA Policy 506 (Student Discipline)

ⁱ CENTERS FOR DISEASE CONTROL AND PREVENTION, TOBACCO CONTROL STATE HIGHLIGHTS 2010,1-2 (2010), available at http://www.cdc.gov/tobacco/data_statistics/state_data/state_highlights/2010/pdfs/highlights2010.pdf.

ⁱⁱ Substance Abuse and Mental Health Services Administration (SAMHSA), Results from the 2008 National Survey on Drug Use and Health: Detailed Tables (2008), available at <http://www.oas.samhsa.gov/NSDUH/2K8NSDUH/tabs/Sect4peTabs10to11.pdf>.

ⁱⁱⁱ Centers for Disease Control and Prevention, *State-Specific Smoking-Attributable Mortality and Years of Potential Life Lost – United States, 2000-2004*, 58 MORBIDITY AND MORTALITY WKLY. REP 29 (2009), available at <http://www.cdc.gov/mmwr/pdf/wk/mm5802.pdf>; CENTERS FOR DISEASE CONTROL AND PREVENTION SUSTAINING STATE PROGRAMS FOR TOBACCO CONTROL, DATA HIGHLIGHTS, 2006 (2006), available at http://www.cdc.gov/tobacco/data_statistics/state_data/data_highlights/2006/sections/index.htm.

^{iv} Joseph R. DiFranza et al., *Tobacco Promotion and the Initiation of Tobacco Use: Assessing the Evidence for Causality*, 117 PEDIATRICS e1237 (2006) available at <http://pediatrics.aappublications.org/cgi/reprint/117/6/e1237>.

^v U.S. FOOD AND DRUG ADMINISTRATION, FDA WARNS OF HEALTH RISKS POSED BY E-CIGARETTES (2009), available at <http://www.fda.gov/ForConsumers/ConsumerUpdates/ucm173401.htm>.

^{vi} Jonathan D. Klein & Steve St. Clair, *Do Candy Cigarettes Encourage Young People to Smoke?*, 321 BRIT. MED. J. 362 (2000), available at <http://www.bmj.com/cgi/content/full/321/7257/362>.

^{vii} National Cancer Institute, Tobacco Control Monograph No. 19: The Role of the Media in Promoting and Reducing Tobacco Use (2008), available at http://cancercontrol.cancer.gov/tcrb/monographs/19/m19_complete.pdf; AMERICAN LEGACY FOUNDATION, FIRST LOOK REPORT 9: GETTING TO THE TRUTH: ASSESSING YOUTHS' REACTIONS TO THE TRUTH AND „THINK. DON'T SMOKE“ TOBACCO COUNTERMARKETING CAMPAIGNS (2002), available at http://www.legacyforhealth.org/PDFPublications/fl_9.pdf.

Proposed EA Pay scale 2021-2023			
Years of experience completed	Associate Degree	Bachelor Degree	Master Degree
0	\$16.00	\$17.00	\$18.00
1	\$16.33	\$17.33	\$18.33
2	\$16.66	\$17.66	\$18.66
3	\$17.00	\$18.00	\$19.00
4	\$17.33	\$18.33	\$19.33
5	\$17.66	\$18.66	\$19.66
6	\$18.00	\$19.50	\$20.50
7	\$18.25	\$19.75	\$20.75
8	\$18.50	\$20.00	\$21.00
9	\$18.75	\$20.25	\$21.25
10	\$19.00	\$20.50	\$21.50
11	\$19.25	\$20.75	\$21.75
12	\$19.50	\$21.00	\$22.00
13	\$19.75	\$21.25	\$22.25
14	\$20.00	\$21.50	\$22.50
15	\$20.25	\$21.75	\$22.75
16	\$20.50	\$22.00	\$23.00
17	\$20.75	\$22.25	\$23.25
18	\$21.00	\$22.50	\$23.50
19	\$21.25	\$22.75	\$23.75
20	\$21.50	\$23.00	\$24.00
21	\$21.75	\$23.25	\$24.25
22	\$22.00	\$23.50	\$24.50
23	\$22.25	\$23.75	\$24.75
24	\$22.50	\$24.00	\$25.00
25	\$22.75	\$24.25	\$25.25
26	\$23.00	\$24.50	\$25.50
27	\$23.25	\$24.75	\$25.75
28	\$23.50	\$25.00	\$26.00
29	\$23.75	\$25.25	\$26.25
30	\$24.00	\$25.50	\$26.50
31	\$24.25	\$25.75	\$26.75
32	\$24.50	\$26.00	\$27.00
33	\$24.75	\$26.25	\$27.25
34	\$25.00	\$26.50	\$27.50
35	\$25.25	\$26.75	\$27.75
36	\$25.50	\$27.00	\$28.00
37	\$25.75	\$27.25	\$28.25
38	\$26.00	\$27.50	\$28.50
39	\$26.25	\$27.75	\$28.75
40	\$26.50	\$28.00	\$29.00
			5/27/21

2021-2022 School Year

Math & Science Academy

SUN	MON	TUE	WED	THU	FRI	SAT
August 2021						
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18 NT	19 NT	20	21
22	23	24	25	26 B	27	28
29	30	31 F				
					1	1

SUN	MON	TUE	WED	THU	FRI	SAT
September 2021						
			1	2	3 X	4
5	6 H	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
					20	21

SUN	MON	TUE	WED	THU	FRI	SAT
October 2021						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20 PD	21 X	22 X	23
24	25	26	27	28	29	30
31					18	39

SUN	MON	TUE	WED	THU	FRI	SAT
November 2021						
	1 C	2 C	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24 X	25 H	26	27
28	29	30				
					18	57

SUN	MON	TUE	WED	THU	FRI	SAT
December 2021						
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20WB	21WB	22WB	23WB	24 H	25
26	27WB	28WB	29WB	30WB	31 H	
					13	70

SUN	MON	TUE	WED	THU	FRI	SAT
January 2022						
						1
2	3	4	5	6	7	8
9	10	11	12	13	14 SE	15
16	17 H	18 W	19	20	21	22
23	24	25 OH	26	27	28	29
30	31				19	89

SUN	MON	TUE	WED	THU	FRI	SAT
February 2022						
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18 PD	19
20	21 H	22	23	24	25	26
27	28					
					18	107

SUN	MON	TUE	WED	THU	FRI	SAT
March 2022						
		1	2	3	4	5
6	7 SB	8 SB	9 SB	10 SB	11 SB	12
13	14 SB	15	16	17	18	19
20	21	22 J	23	24	25	26
27	28	29	30	31		
					17	124

SUN	MON	TUE	WED	THU	FRI	SAT
April 2022						
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15 X	16
17	18	19	20	21	22	23
24	25 W	26	27	28	29	30
					19	143

SUN	MON	TUE	WED	THU	FRI	SAT
May 2022						
1	2	3	4	5	6	7
8	9 W	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30 H	31				
					21	164

SUN	MON	TUE	WED	THU	FRI	SAT
June 2022						
			1	2 L	3 G	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		
					2	166

SUN	MON	TUE	WED	THU	FRI	SAT
July 2022						
					1	2
3	4 H	5	6	7	8	9
10	11	12	13	14	15	16
17	18 H	19	20	21	22	23
24	25	26	27	28	29	30
31						

KEY:

- F/L** First/Last Day of School
- H** Holiday (No School)
- X** No School Day
- SE** Semester End (Jan 13 or 14)
- OH** Open House (6:00-7:30 pm)
- B** Back To School Night (1-7 pm)

- I** 6th Grade Informational Meeting
- W** Teacher Work Day (No School)
- PD** Prof. Dev. Day (No School)
- SB** Spring Break (No School)
- WB** Winter Break (No School)
- C** Parent/Teacher Conferences (5-8pm on 1st, 9am-1pm on 2nd)
- NT** Orientation For New Teachers

Number of days in 2021/2022 Calendar:

- # of Days in 1st Semester = 80
- # of Days in 2nd Semester = 86
- Total # of School Days = 166
- Number of teacher days = 176
- 1 Snow Day

Last Edit

G June 3rd is graduation.

Approved:

May 17, 2021

120A.41 LENGTH OF SCHOOL YEAR; HOURS OF INSTRUCTION.

State Law 165 Days
 1020 Hours

MSA Calendar: 168 days 2020-2021 Year - First 5 Snow days will be eLearning. (5 maximum).
 1023

MATH AND SCIENCE ACADEMY

Project Time Line | 5.14.2021

OPTION 1 Stay at Current Location

DESCRIPTION	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22	April-22	May 2022 - Jul 2023	August-23
1 Project Definition												
2 Architect/Engineering - Selection												
3 Site Analysis & Massing												
4 Site Due Diligence & Investigation												
5 Architect/Engineering												
6 -Site Design												
7 -Schematic Design												
8 -Design Development												
9 -Construction Drawing												
10 Site Submission and Approval					Submission		Approval	Publication				
11 MDE Review and Comments					Submission			Approval				
12 Investment Banker Selection												
13 Financing:										Closing		
14 Underwriting, S&P Rating, Marketing, Closing, etc...												
15 General Contractor Selection												
16 General Contractor												
17 -Preliminary Pricing												
18 -Final GMP Pricing												
19 -Plan Submission Permit Review												
20 Construction											Construction	
21 Move In												Move In

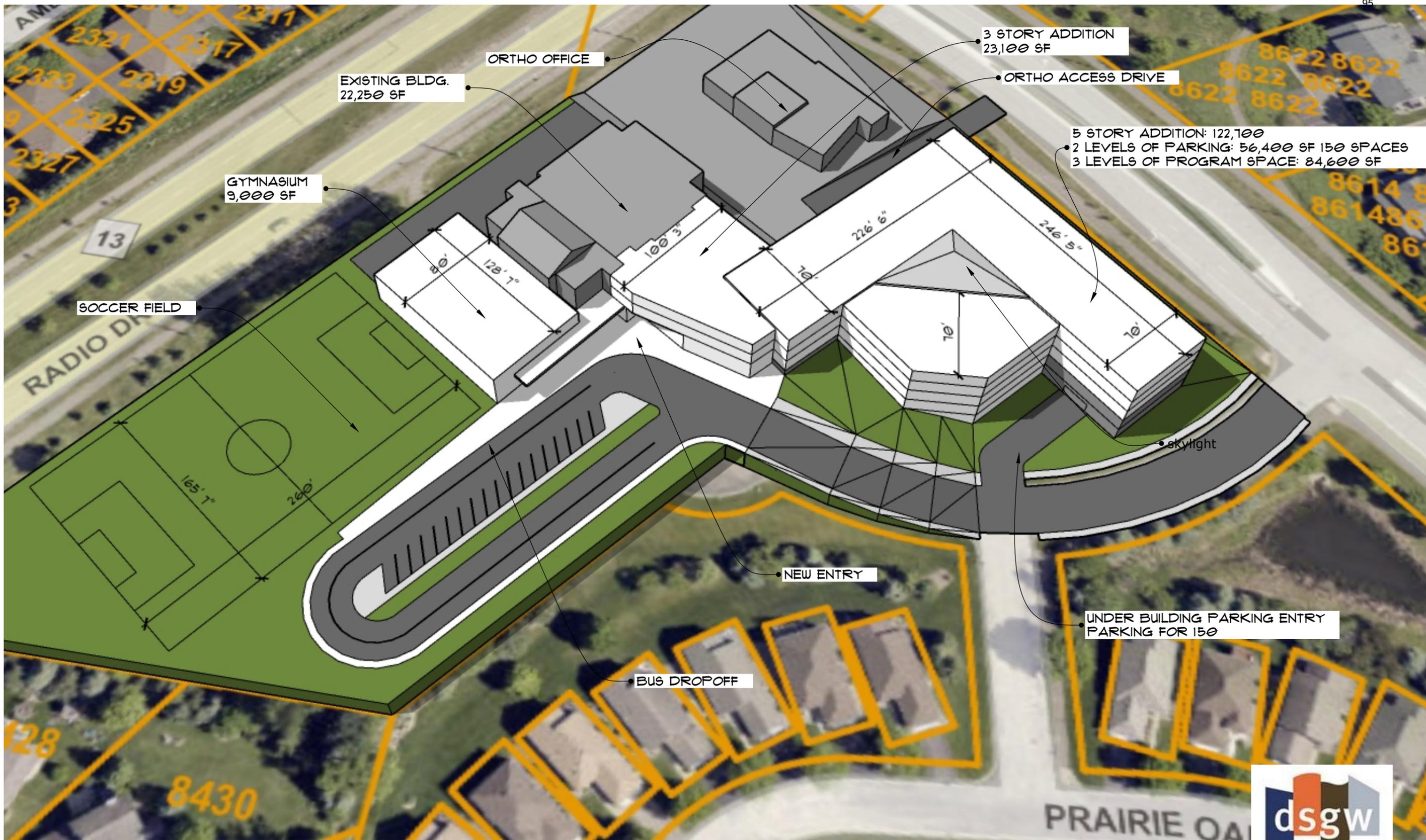
OPTION 2 Relocate to New Location

DESCRIPTION	July-21	August-21	September-21	October-21	November-21	December-21	January-22	February-22	March-22	April-22	May 2022 - Jul 2023	August-23
1 Project Definition												
2 Site Search, Selection & PA Negotiation				PA Execution								
3 Architect/Engineering - Selection												
4 Site Analysis & Massing												
5 Site Due Diligence & Investigation												
6 Architect/Engineering												
7 -Site Design												
8 -Schematic Design												
9 -Design Development												
10 -Construction Drawing												
11 Site Submission and Approval						Submission		Approval	Publication			
12 MDE Review and Comments						Submission			Approval			
13 Investment Banker Selection												
14 Financing:										Closing		
15 Underwriting, S&P Rating, Marketing, Closing, etc...												
16 General Contractor Selection												
17 General Contractor												
18 -Preliminary Pricing												
19 -Final GMP Pricing												
20 -Plan Submission Permit Review												
21 Construction											Construction	
22 Move In												Move In



MATH AND SCIENCE ACADEMY
 FACILITY EXPANSION PROPOSAL OPTION 2
 DATE: 6-8-2021

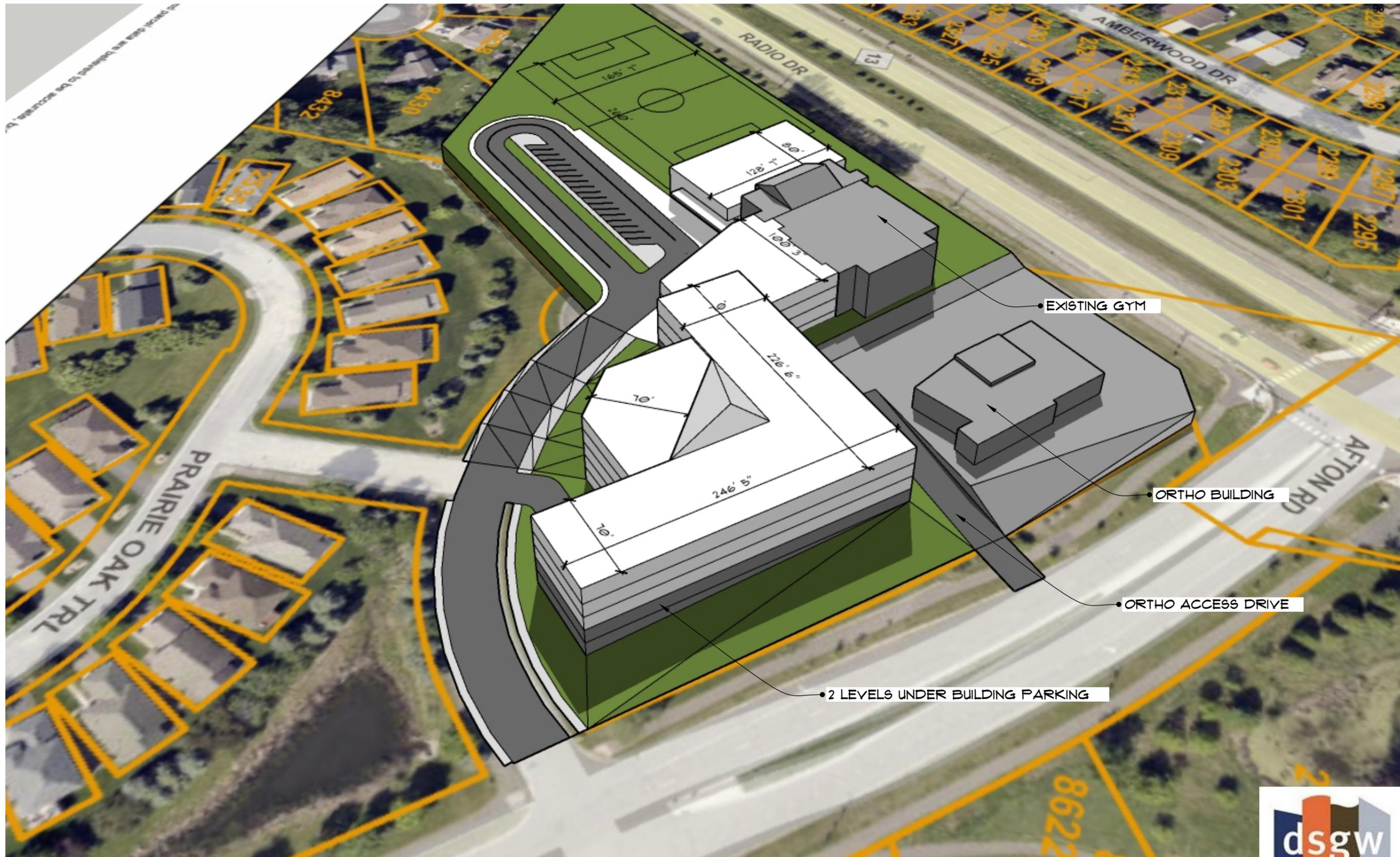




EXISTING BUILDING AREA: 22,250 SF
 NEW BUILDING ADDITION: 156,400 SF
 TOTAL SCHOOL AREA: 178,622

MATH AND SCIENCE ACADEMY
 FACILITY EXPANSION PROPOSAL
 DATE: 5-14-2021





MATH AND SCIENCE ACADEMY
 FACILITY EXPANSION PROPOSAL
 DATE: 5-14-2021





**Math and Science Academy
Long-Range Budget Projection Model
June 17, 2021**

	<i>Budget</i>
	<u>2021-2022</u>
Enrollment Projections	
Number of Students Grade 6	88
Number of Students Grade 7	90
Number of Students Grade 8	90
Number of Students Grade 9	85
Number of Students Grade 10	78
Number of Students Grade 11	67
<i>Less Adjustment for Grade 11 PSEO</i>	<i>(9)</i>
Adjusted ADM for Grade 11	58
Number of Students Grade 12	58
<i>Less Adjustment for Grade 12 PSEO</i>	<i>(40)</i>
Adjusted ADM for Grade 12	18
Total Enrollment/Headcount	556
Total ADM	507
Total Number of Current Year Pupil Units (WADM)	590.80

State Revenue Assumptions and Calculations	
General Education Revenue	
State Averages Per Pupil Unit	6,665.26
Inflation Rate Assumption-Basic only	1.5%
Basic <i>Excluding</i> Transportation	\$6,354.96
Gifted and Talented	13.00
Sparsity	29.88
Operating Capital	226.46
Equity	116.12
Referendum	150.63
Transition Allowance	0.67
Extended Time	0.00
Per Pupil Unit State Revenue	6,891.72
Less Pension Adjustment	0.00
Total Per Pupil Unit State Revenue	\$6,891.72
Total General Education State Revenue	4,071,628

**Math and Science Academy
Long-Range Budget Projection Model
June 17, 2021**

Budget
2021-2022

	4%
Compensatory Revenue	<u>estimate</u>
A: Number of Students prior yr. (current year for 1st year)	543
B: Number of Free Lunch Students prior yr. (or current year for 1st yr.)	23
C: Number of Reduced Lunch Students prior yr. (current yr. for 1st yr.)	5
D: Adjusted Counts = 100% Free, 50% Reduced - (A)	25.29
E: Concentration Portion	0.05
F: Concentration Factor (lesser of 1 or Conc. Portion/ .8)	0.06
G: PU = .6 * D * F	0.88
H: Initial Revenue	5,148
Miscellaneous Adjustment (Rounding)	
Calculated Compensatory State Revenue ((A) x (B))	5,148

Building Lease Aid: Lesser of line a or b below:	
ADM Including PSEO	556
WADM Including PSEO	650
Lease Aid Expense	<u>948,416</u>
a) Lease Aid Rev at \$1,314 per pupil unit	853,574
b) Lease Aid Rev at 90% of Lease Expense	853,574
Lesser of \$1,314/p.u. or 90% of lease payment	853,574
Estimated Proration of Lease Aid Revenue	<u>100.0%</u>
Total Prorated Building Lease Aid Revenue	853,574
Lease Aid Revenue per pupil unit (after proration)	1314

Long-Term Facilities Maintenance Revenue	
Revenue per Adjusted Pupil Unit	<u>132</u>
Total Long-Term Facilities Maintenance Revenue	77,986

93.5%

Special Education Revenue	<u>Estimate</u>
State Special Education Aid and Tuition Billing	<u>754,732</u>

0%

EL Revenue	<u>Estimate</u>
Prior Year EL Eligible ADM	1
Current Year EL Eligible ADM	1
ADM Served	507
Adjusted EL ADM	1
EL Marginal Cost Pupils	20
EL Revenue	14,080
Concentration Portion	0.0020
EL Concentration Revenue	4
Total EL Aid	14,084

**Math and Science Academy
Long-Range Budget Projection Model
June 17, 2021**

Budget

2021-2022

Revenue Summary and Projections

State Aids	
General Education Revenue	4,071,628
Pension Adjustment Revenue	11,853
LEP Aid	14,084
Compensatory Revenue	5,148
Subtotal	4,102,713
Building Lease Aid	853,574
Long-Term Facilities Maintenance Revenue	77,986
Prior Year Over/Under accruals/Rounding Adjustment	0
Special Education Aid	754,732
Endowment Aid	19,090
Other MN Aid (Safe Schools Supplemental Aid)	0
Government Wide Pension Audit Entry	15,000
Total State Aids	5,823,094
Federal Revenue	
Federal Special Ed	67,500
Title II Funds	27,900
CARES and CRF Funding	0
Total Federal Revenue	95,400
Other Revenue	
Fees from Patrons: Milk, Graduation Gear, AP Exam (005-050)	29,300
Fees From Patrons: Study Hall (920-050)	2,500
Fees from Students/ Field Trip (105-050)	25,800
Third Party Billing	1,000
Interest Revenue	20,000
Annual Fund (255)/Dragon Dinner	75,000
Donations and Miscellaneous Grants, Tech FR	0
Miscellaneous Income/Sale of Equipment	0
Year Book Revenues	3,200
Insurance Recovery (625)	0
Student Activity Revenue/ExtraCurricular	135,000
Total Other Revenue	291,800
Total Revenue	6,210,294

Formula Check 6,210,294
Per Audit

**Math and Science Academy
Long-Range Budget Projection Model
June 17, 2021**

Budget

2021-2022

Expenditure Calculations

<u>New Staff Calc - Staff increases based on enrollment increases</u>	
Actual/projected enrollment change from prior year	12
Added new teacher FTE's - calculated at 20:1 ratio (rounded)	0.0
<u>Other Teachers/Non-teachers Added</u>	
Additional staff budget added	0
<u>Total new teachers added/subtracted</u>	
Projected new teacher (1FTE) Salary cost	45,632
Added salary cost - teachers (added FTE's times cost)	0
Added cost - others per above	0

<u>Inflation Assumptions</u>	
Salaries	2.0%
Other costs	2.0%

<u>Budget Calculations</u>	34.8%
100 Salaries	2,377,049
200 Benefits	827,736
100 Extracurricular Stipends	76,200
305 Contracted Services	242,600
315 Repairs and Maintenance for Computers	46,350
320 Communications Services	20,000
329 Postage	4,400
330 Utilities	89,000
340 Insurance	35,000
350 Repairs and Maintenance	100,000
360 Field Trip Transportation	11,600
366/368 Travel and conferences (some moved to Stipends)	15,700
369 Field Trip Admissions	14,200

Lease Payments per Amended Lease (Nov 2012)	707,606
8490 Woodbury Crossing (Bldg C)	67,531
8490 Woodbury Crossing Real Estate Taxes (Bldg C)	21,006
8500 Woodbury Crossing (Bldg D)	103,591
<i>Amount to Repair and Replacement Fund/Max Lease Aid</i>	48,683
370 Total Lease Expense	948,416

370 Other Rentals and Operating Leases	800
380 Computer and Tech Related Hardware Rental	33,000
401/455/465 General Supplies	35,000
401 Maintenance Supplies	25,000
405 Non-Instructional Computer Software & Licensing	25,100
406 Instructional Software Licensing	23,500

**Math and Science Academy
Long-Range Budget Projection Model
June 17, 2021**

	<u>Budget</u>
	<u>2021-2022</u>
430/456/466 Instructional Supplies	30,000
460 Textbooks and Workbooks	31,853
461 Standardized Tests	25,000
490 Food	1,000
505/506 Capitalized Technology Software	10,400
530 Furniture and Other Equipment	12,500
555/556 Technology Hardware (Capitalized)	5,000
820 Dues and memberships	41,800
898 Scholarships	500
Annual Fund (255)/Capital Campaign	37,500
State Special Ed Expenditures / ESY	807,200
Third Party Billing	1,000
Federal Special Ed Expenditures	67,500
Title II Funds	27,900
CARES and CRF Funding	0
Student Activity Expenses	135,000
Summer School	0
Pension Expense (Offset by Revenues)	15,000
Total Expenditures	6,199,804
	Formula Check 6,199,804
	Per Audit
Annual Surplus	10,490
	Per Audit
Beginning fund Balance	<u>2,149,321</u>
Ending Fund Balance	<u>2,159,811</u>
	Per Audit
Fund Balance Percentage of Annual Expenditures	34.8%

**SUBSCRIPTION AGREEMENT
FOR A SOLAR*REWARDS COMMUNITY PROJECT**

This Subscription Agreement (hereafter “Agreement”) for participation in an approved Solar Rewards-Community Project of Northern States Power Company (hereafter “the Utility”) is entered into by NEW ENERGY EQUITY LLC, a Delaware limited liability company (hereafter “Operator”), and Math & Science Academy, a retail electric utility customer of Northern States Power (hereinafter “Subscriber”), pursuant to Minnesota Statutes 216B.1641 and Section 9 - Cogeneration and Small Power Production of the Utility’s Minnesota Electric Rate Book (hereinafter “the Tariff”), each of which as may be amended or supplemented from time to time. Operator and Subscriber may hereinafter be referred to individually as a Party or collectively as the Parties.

Pursuant to the terms and conditions of this Agreement, and in consideration of the mutual benefits provided herein to the Parties, the sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

RECITALS

A. Operator intends to construct, own and operate certain solar energy facilities at multiple locations in the Utility’s Minnesota service territory (individually, a “Site” or collectively, “Sites”). Subscriber and Operator intend that a separate agreement will govern each Site and will enter into subsequent agreements as necessary to fulfill 860,000 kWh annually.

B. Operator intends to apply for and seek approval for the Project to sell electricity and energy attributes to the Utility under the terms and conditions of the Utility’s Solar*Rewards Community program as set forth in the Tariff.

C. The Project will be interconnected with the electrical grid and Operator intends to sell all of its power production to the Utility pursuant to a standard Solar*Rewards Community contract between Operator and Utility, a copy of which will be provided to Subscriber and shall be attached to this Agreement as Exhibit B (hereinafter “the Solar*Rewards Contract”). It is expressly understood by the Parties herein that this Subscription Agreement is subject to the terms and conditions of Exhibit B, and that Subscriber’s benefits under this Agreement may be further defined and possibly limited by the terms of Exhibit B, which terms and conditions are fully incorporated herein as if set forth here in full, and which terms may be from time to time amended or revised directly or as a result of statutory and/or regulatory changes.

D. Subscriber represents and warrants that he/she is a qualifying retail customer of Utility and desires to enter into this Subscription Agreement for the purposes of receiving monetary benefits from the Project, including receiving credits on Subscriber’s monthly Utility bills (the “Bill Credits”) for Subscriber’s Utility account (“Utility Account”) in keeping with the Solar*Rewards Contract. Subscriber’s Utility Accounts are identified in Exhibit H.

E. Capitalized terms used in this Agreement shall have the meanings set forth in Exhibit A or otherwise as specifically defined herein.

THE SUBSCRIPTION AGREEMENT

I. SUBSCRIPTION PURCHASE

1.1 Operator agrees to sell and Subscriber agrees to purchase a subscription to the Project that is intended to entitle Subscriber to receive Bill Credits on a monthly basis equivalent to Subscriber's share of the Project's monthly output, pursuant to the terms of the Tariff and for the term of this Agreement (the "Subscription") in exchange for purchasing a percentage share of the Project's monthly output. The value of the Bill Credits shall be calculated under the Tariff, as amended from time to time, which calculations shall include the size of Subscriber's Subscription (defined below), the Project's monthly energy production, and the values set forth in the Tariff for Subscriber's value of solar rate ("VOS") and any renewable energy credits ("RECs") or other energy attributes ("attributes") produced by the Project that are sold by Operator to the Utility.

1.2 The Subscriber's Subscription shall be defined as a percentage of the Project's DC-rated nameplate capacity. Subscriber agrees to purchase a Subscription of no more than 860,000 kWh annually, that per the Tariff, shall not in any circumstances exceed forty (40) percent of the Project's total DC-rated nameplate capacity.

1.3 As consideration for this Subscription Agreement, Subscriber agrees to pay Operator an amount equivalent to the percentage share which is defined as a ratio in which the amount of kilowatts of total nameplate capacity purchased by the Subscriber is the numerator and the total nameplate capacity of the project is the denominator.

1.4 Subscriber agrees to pay Operator an amount equivalent to the percentage share of the monthly output from the Project (as and when the output is produced and Subscriber receives its corresponding Bill Credits) times the Energy Price in effect at the time of delivery as set forth in Article IX.

1.5 Reallocation. Operator may, at Operator's sole discretion, from time-to-time upon written notice to Subscriber, reallocate all or a portion of Subscriber's Community Solar Garden Allocation (as defined in the Solar*Rewards Contract) ("Allocation") among one or more solar energy facilities, including the Project, if: (i) such reallocation does not result in an Allocation to Subscriber of more than 40% of the capacity of any given solar energy facility (including the Project or more than 120% of the Subscriber's annual electrical energy usage at Subscriber's Utility Account when combined with all other allocations or distributed generation serving Subscriber's Utility Account; and (ii) all such solar energy facilities are located entirely within the same county as Subscriber's Utility account located at the address set forth in Exhibit H or an adjacent county. The Parties expressly intend and agree that the terms of this Agreement will be deemed modified following delivery of such written notice. Following receipt of such notice, the Subscriber agrees to promptly modify or enter into a new Subscriber Agency Agreement(s), in each case as necessary to effectuate or reflect the details of the reallocation(s).

II. TERM AND TERMINATION

2.1 The term of this Agreement shall begin on the “Effective Date,” as established by the date of the last signatory below, and shall expire on the same date as the expiration of the Solar*Rewards Contract referred to above (the “Term”), unless terminated sooner by one or both of the Parties provided, however if the Solar Rewards Contract or the Interconnection Agreement are terminated, then the Agreement Term will terminate with such earlier termination date.

2.2 RESERVED.

2.3 Operator may terminate this Agreement:

- (a) Upon thirty (30) days’ prior notice to Subscriber before the Date of Commercial Operation;
- (b) Upon notice to Subscriber, in the event that the Solar*Rewards Contract or the Interconnection Agreement associated with the Project is terminated for any reason;
- (c) Upon thirty (60) days’ notice to Subscriber, if Operator fails to perform under this Agreement due to an event of Force Majeure materially affecting the Project which lasts more than twelve (12) months; and
- (d) Upon thirty (30) days prior notice to Subscriber in the event of an uncured Event of Default by Subscriber.

2.4 Subscriber may terminate this Agreement:

- (a) Upon thirty (30) days’ prior notice to Operator in the event of an uncured Event of Default by Operator; or
- (b) Upon thirty (30) days’ notice to Operator, if the Solar*Rewards Contract or Interconnection Agreement associated with the Project has been terminated for any reason and such termination has been accepted by the Minnesota Public Utilities Commission.

III. UTILITY AGREEMENT

3.1 Subject to the terms and conditions of the Solar*Rewards Contract, Operator will sell 100 percent of the Project’s energy production to Utility.

3.2 The sale of energy to Utility shall begin on the date that the Project’s commercial operation is approved for sale under the Solar*Rewards Contract and shall continue for the term of the Solar*Rewards Contract, which shall also correspond with the date the Subscriber’s bill credits begin to accrue.

3.3 Operator shall have sole responsibility for resolving any disputes with Utility regarding the amount of energy production from the Project, and shall also have sole discretion over any such resolution.

3.4 Subscriber shall be solely responsible for resolving any disputes with Utility regarding the rate applied to energy production and the amount of the Bill Credits paid to Subscriber, as defined and governed by the Tariff. Any conflict between the terms of this Agreement and the Tariff shall be resolved in favor of the Tariff.

IV. General Representations and Warranties

Each Party represents and warrants to the other Party:

4.1 If the Party is an entity, that it is duly organized, validly existing, and in good standing in the jurisdiction of its organization and is qualified to do business in the State of Minnesota. If the Party is an individual, that he/she is over the age of 18 and is otherwise competent to enter this agreement under the laws of the State of Minnesota.

4.2 That the Party has full legal capacity to enter into and perform this Agreement.

4.3 That the execution of this Agreement has been duly authorized and the person executing this Agreement on behalf of the Party has full authority to bind the Party.

4.4 To the best of its knowledge, there is no pending litigation, governmental action, proceeding, investigation or other legal process affecting or involving the Party's ability to carry out its obligations under this Agreement.

4.5 The following disclosure is required by the Program. Operator makes no representation or warranty regarding the accuracy, completeness, or Subscriber's ability to rely on the following quoted text:

“Operator provides Subscriber with the following statement, in support of Subscriber's agreements made in the Subscriber Agency Agreement and Consent Form: “Northern States Power Company makes no representations concerning the taxable consequences to the Subscriber with respect to its Bill Credits to the Subscriber or other tax issues relating to participation in the Community Solar Garden.”

V. OPERATOR REPRESENTATIONS AND OBLIGATIONS

5.1 Operator represents and warrants that it shall design, construct, own operate and maintain the Project consistent with prudent industry standards, codes and regulatory requirements and will use commercially reasonable efforts to maximize the production from the Project over the term of this Agreement.

5.2 Installation, operation, repairs and maintenance of Project's solar equipment shall be under the supervision of NABCEP certified professionals directly employed or working under the direction of Operator, and the Project's interconnection with the electrical grid shall be undertaken by an electrical contractor licensed in the State of Minnesota directly employed or working under the direction of Operator.

- 5.3 Operator shall maintain the Project's equipment and interconnection with the electrical grid consistent with industry standards and recommendations from equipment manufacturers.
- 5.4 Operator shall maintain or cause to be in effect insurance coverage for liability and casualty losses associated with design, construction, operation or maintenance of the Project with a company or companies licensed or otherwise authorized to do business in Minnesota, as required by the Tariff. Operator shall promptly produce evidence of such coverage to Subscriber upon request.
- 5.5 Operator shall provide timely notice of any unscheduled disruption in Project's energy production to Subscriber with an estimate of the duration of such disruption and any loss of energy production.
- 5.6 For purposes of questions, comments, complaints or other information regarding the Project, Subscriber may contact Operator as follows:

New Energy Equity LLC
 2530 Riva Rd., Suite 200
 Annapolis, MD 21401
 Attn: Vice President, Operations
 Email: lgillis@newenergyequity.com

From time to time, Operator may designate another contact for the Project upon notice to Subscriber.

- 5.7 No Warranties. Operator makes no warranty or representation, whether express, implied or statutory, to Subscriber concerning, (i) the installation, design, description, quality, merchantability, useful life, future economic viability or fitness for any particular purpose of the Project or any service provided hereunder; or (ii) the implication of any federal or state securities laws on the Subscription.

VI. SUBSCRIBER REPRESENTATIONS AND OBLIGATIONS

- 6.1 Subscriber represents and warrants that it is a retail electrical customer of the Utility connected to the Utility Account described in Recital D above, meeting all of the criteria necessary for a subscriber to a Solar*Rewards Community project in accordance with the Tariff.
- 6.2 Subscriber represents and warrants the premises served by the Utility Accounts listed for its Subscription in Recital D are in the same county or an adjacent county as the Project Site in Exhibit H.
- 6.3 Subscriber represents and warrants that the size of its Subscription, when combined with all other distributed generation or contracts (including subscriptions) therefor serving the Utility Account or Premises, is not greater than 120 percent of Subscriber's average annual electrical energy usage over the most recent 12 months for Subscriber's Utility Account.

6.4 Subscriber agrees to provide such Utility Account information and usage data as may be required by the Utility or Operator for purposes of verifying Subscriber eligibility and providing Subscriber's Bill Credits. Subscriber agrees to promptly notify Operator of any actual or anticipated changes to Subscriber's usage data or factors that would materially impact Subscriber's eligibility for the Subscription.

6.5 Subscriber agrees to execute, or re-execute upon Operator's request, Utility's Solar*Rewards Community Subscriber Agency Agreement and Consent, which is attached hereto as Exhibit D.

6.6 Subscriber acknowledges and agrees that, aside and apart from the calculations of Bill Credits, it will have no interest in any environmental or compliance value associated with its Subscription in the energy production of the Project (including RECs), any tax benefits arising from ownership or operation of the Project, or any incentives associated with the Project under the Minnesota Department of Commerce's Made in Minnesota program, Utility's Solar*Rewards program, or similar programs, other than those set forth herein. Subscriber acknowledges that RECs associated with the Project will be sold by Operator to the Utility under the Solar*Rewards Contract, and the value of such RECs will be included in the Bill Credits paid to Subscriber by Utility.

6.7 Subscriber represents and warrants that Subscriber acknowledges that this Agreement, and Subscriber's payments made hereunder, entitle Subscriber solely to Bill Credits, and are intended by Subscriber to be used toward Subscriber's consumption of electricity. Subscriber acknowledges that Subscriber's net cost of electricity may or may not be reduced as a result of entering into this Agreement, depending on, among other factors, the amount of electricity generated by the Project and fluctuations in Utility's rates for electricity. Subscriber further acknowledges, however, that Subscriber will not otherwise be entitled to any profit (through earnings, capital appreciation or otherwise) related to the ownership of the Project or Operator's income. Subscriber has been given the opportunity to ask questions of, and receive answers from, Operator concerning the terms and conditions of this Agreement and other matters pertaining to this Agreement, and has been given the opportunity to obtain such additional information necessary in order for Subscriber to evaluate the merits and risks of the purchase of Subscriber's Allocation and receipt of associated Bill Credits to the extent Operator possesses such information or can acquire it without unreasonable effort or expense. Subscriber is not solely relying on Offeror, its officers, employees, agents or members of its board of directors (or equivalent body), or this Agreement with respect to tax and other economic considerations involved in whether to enter into this Agreement.

6.8 Subscriber is the sole party in interest agreeing to purchase the Allocation, and is acquiring the Allocation for its own account, and not with a view to the resale or other distribution thereof, in whole or in part. Subscriber agrees that it will not transfer, sell or otherwise dispose of Subscriber's Allocation in any manner in violation of the applicable securities laws.

6.9 Subscriber shall have provided the most recent 3 years of annual audited financial statements as of the Effective Date. In addition, Subscriber agrees to provide annual audited financial statements each year from the Date of Commercial Operation through the Term of the

agreement. Operator may require of Subscriber additional credit support in the form of a guaranty from a creditworthy guarantor, cash deposit, or another credit support that Operator reasonably deems to be adequate in form, substance and amount, in its sole but reasonable discretion (“Credit Support”). A requirement of Subscriber Credit Support shall be deemed a material term of this Agreement.

VII. ANNUAL REPORT

Operator shall provide Subscriber with an annual report on the Project no later than April 1 of each year for the previous 12-month period from January through December. The annual report will include detailed information on the Project’s energy production as well as other information required by and in accordance with Section 6.F of the Solar*Rewards Contract.

VIII. ASSIGNMENT BY SUBSCRIBER

8.1 Subscriber shall not assign this Agreement without the prior written consent of Operator, such consent not to be unreasonably withheld. For the avoidance of doubt, the withholding of consent on the basis of the creditworthiness of such assignee shall not be deemed unreasonable.

8.2 In the event that Subscriber terminates this Agreement during the Term because it will no longer obtain electric service from Utility through the Subscriber Account set forth in Recital D above, Subscriber shall use commercially reasonable efforts to facilitate discussions between Operator and a successor Subscriber or occupant of the Premises regarding the sale of a subscription to such new Subscriber or occupant pursuant to an assignment of this Agreement acceptable to Operator. In the event that the Operator accepts such an assignment or enters into an agreement with such new Subscriber or occupant for the sale of a subscription on terms at least as favorable to Operator as this Agreement, the Subscriber shall have no further liability to Operator. Otherwise, Subscriber shall be liable to Operator for damages in accordance with the provisions of Article XII and XIII.

8.3 Subscriber shall be responsible for determining eligibility of the Assignee and securing all necessary information regarding the Assignee’s premises and account information as well as execution of Utility’s Data Solar*Rewards Community Subscriber Agency Agreement and Consent Form and Data Privacy Policy form. Operator reserves the right to perform its own due diligence on the eligibility of the Assignee to be a subscriber to the Project under the terms of the Tariff and maintains the right to withhold consent to any proposed transfer, in its sole discretion, upon a determination by Operator of Assignee’s ineligibility under paragraph 8.2 above.

8.4 Operator shall update information with Utility within 10 business days of receiving notice that an approved transfer is complete for purposes of reallocating Bill Credits associated with the Subscription to transferee which will be prorated as of the date of transfer.

IX. SUBSCRIPTION FEES AND EXPENSES

9.1 Subscription Fees

(a) **Invoicing.** Operator shall invoice Subscriber for Energy monthly. Operator shall deliver each invoice within thirty (30) Business Days after the end of each monthly billing period. Each invoice shall set out the amount of Energy delivered in kWh during such billing period, the then-applicable Energy Price, as set forth on Exhibit F, and the total amount then due to Operator, including any taxes assessed on the sale of Energy to Subscriber. The amount due shall be prorated for any partial month during the Term. Such invoice shall include sufficient details so that Subscriber can reasonably confirm the accuracy of the invoice. Subscriber shall pay the amount due to Operator within thirty (30) Business Days after receipt of each invoice. Payments not made within 30 days of receipt of Operator's invoice shall be subject to a penalty equal to one (1) percent per month of the invoiced amount until paid.

(b) Operator agrees to work in good faith with Subscriber to establish a system of invoicing and payment that is as efficient as possible for Subscriber and is as consistent as possible with Subscriber's system for accounts payable.

X. ASSIGNMENT BY OPERATOR

10.1 RESERVED

10.2 Operator may assign any or all of its interests and obligations in this Agreement upon notice to Subscriber of such assignment. Any assignee shall be subject to the terms and conditions of this Agreement unless otherwise agreed to in writing by Subscriber.

10.3 **Financing Party.** Operator may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any Financing Party. "Financing Party" means any third-party entity providing debt or equity financing to Operator with respect to the Project (or any successor or assignee thereof), including any third-party pursuant to sale/leaseback, partnership flip or lease pass-through transaction, and including any tax equity investor or partner. Subscriber acknowledges that Operator may obtain construction financing for the Project from a third party and that Operator may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any Financing Party, Subscriber agrees as follows:

(a) **Consent to Collateral Assignment.** Subscriber hereby consents to both of the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of Operator's right, title and interest in and to this Agreement;

(b) **Opportunity to Cure Default. Step-In Rights.** The Financing Party will have the right, but not the obligation, to pay all sums, to perform any other act, duty or obligation required of Operator, cure or cause to be cured any default of Operator or exercise any right or remedy of Operator, all under the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Operator under this Agreement or to perform any act, duty or obligation of Operator under this Agreement (unless the

Financing Party has succeeded to Operator's interests under this Agreement), but Subscriber hereby gives it the option to do so;

(c) Cure Period. Subscriber will not exercise any right to terminate or suspend this Agreement unless it will have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party will not have caused to be cured the condition giving rise to the right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Operator default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional ninety (90) days. The parties' respective obligations will otherwise remain in effect during any cure period. Subscriber agrees and acknowledges that Financing Party is a third-party beneficiary of the provisions of this section 12.3.

XI. TAXES

Operator makes no representations concerning the taxable consequences to Subscriber with respect to Bill Credits or any other aspect of this Agreement.

XII. CALCULATION OF ESTIMATED BENEFITS TO SUBSCRIBER

Subscriber acknowledges receiving a Calculation of Estimated Benefits from this project and understands that said calculation is an estimate of the ongoing costs and benefits subscriber may anticipate. Said Calculation of Estimated Benefits is attached hereto as Exhibit G, and Subscriber specifically acknowledges that the Calculation is an estimate based upon several variables that may change, resulting in a change in the amount and nature of the benefits.

XIII. DEFAULT

Upon the occurrence of, and during the continuation without cure of, an Event of Default, the Non-Defaulting Party shall have the option, but not the obligation, to terminate this Agreement, and the Defaulting Party shall be liable to the Non-Defaulting Party for damages for Default. The following shall constitute an Event of Default by a Party:

13.1 Either party fails to make any material payment due under this Agreement within thirty (30) days after delivery of notice from the other Party that such payment is overdue.

13.2 Except as provided in 13.1 above, the Party materially fails to perform or comply with any representation, warranty, obligation, covenant or agreement set forth in this Agreement and such failure continues for a period of thirty (30) days after delivery of notice thereof from the other Party, provided if it cannot reasonably be cured within such thirty day cure period, the defaulting Party will have such additional time as needed (not to exceed an additional ninety (90) days) provided that the defaulting Party promptly commences and diligently pursues cure and continues such cure to completion, and provided that such extended period of cure does not materially adversely affect the other Party.

13.3 The Party is subject to (a) a petition for dissolution or reorganization voluntary or involuntary, under the U.S. Bankruptcy Code, (b) admission in writing of its inability to generally pay its debts as they become due, (c) the passage of a resolution by the shareholders for the winding up of such Party, (d) a court order requiring its wind up. In the case of an involuntary proceeding filed against a Party by a third party, such Party shall have sixty (60) days to have such proceeding or petition dismissed before it matures into an Event of Default.

13.4 Remedies for Default

13.4.1 If a Subscriber Event of Default occurs, (i) Operator shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Subscriber, and (ii) Subscriber shall be liable to Operator for actual, direct Damages.

13.4.2 If an Operator Event of Default occurs, (i) Subscriber shall have the right to terminate this Agreement upon thirty (30) days prior written notice to Operator, and (ii) Operator shall be liable to Subscriber for actual, direct Damages.

13.4.3 Subscriber shall be liable to Operator for any actual, direct Damages, including but not limited to lost revenues for the sale of Energy caused by a Subscriber Event of Default, as defined herein under Section 13.4.4.

13.4.4 Operator may exercise any remedy it may have at law or equity, including recovering from Subscriber all resulting damages, which damages may include, but not be limited to, projected payments for Energy generated for the remainder of the Term of this Agreement, any loss or damage to Operator due to lost or recaptured Environmental Attributes or Environmental Incentives, including, without limitation, lost revenue from the sale of Environmental Attributes to third parties (including any damages due to the early termination of any agreement for such sale), and the recapture of the investment tax credit under Section 48 of the Internal Revenue Code, and accelerated depreciation for the System; and all other amounts of any nature due under this Agreement (collectively, “the Damages”).

13.4.5 The non-defaulting Party has a duty to make commercially reasonable efforts to mitigate its damages.

XIV. REMEDIES; LIMITATION OF LIABILITY; INDEMNIFICATION

14.1 Subject to the limitations set forth in this Agreement, the Parties each reserve and shall have all rights and remedies available to it at law or in equity with respect to the performance or non-performance of the other Parties hereto under this Agreement. Under no circumstances shall the total liability for either Party due to its breach of this Agreement exceed One Million Dollars (\$1,000,000).

14.2 EXCEPT AS EXPRESSLY ALLOWED HEREIN, NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF A PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR

ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY.

14.3 Each Party shall defend, indemnify and hold harmless the other Party and the directors, officers, shareholders, partners, members, agents and employees of such other Party, and the respective affiliates of each thereof, from and against all loss, damage, expense liability and other claims, including court costs and reasonable attorney's fees (collectively "Liabilities") resulting from any third party actions relating to the breach of any representation or warranty in this Agreement and from injury to or death of persons, and damage to or loss of property to the extent caused by or arising out of the negligent acts or omissions of, or the willful misconduct of, the indemnifying party. The party seeking indemnification hereunder shall notify the indemnifying Party in writing of any Liability asserted, or known to be under commencement, by a third party as soon as possible and cooperate with the indemnifying Party. The indemnifying Party shall immediately take control of the defense and investigation of Liabilities at the indemnifying Party's sole expense.

XV. DISPUTE RESOLUTION AND AMENDMENT

15.1 The Parties shall make good faith efforts to resolve any claims, disputes or other matters related to this Agreement by mediation, the costs of which shall be shared equally by the parties. The mediator shall be jointly selected and if the parties cannot agree upon a mediator, this mediation requirement is waived. If mediation does not resolve the claim or dispute, either Party may invoke all legal remedies available to it, whether at law or in equity.

15.2 This Agreement may be amended only by written agreement of both Parties.

XVI. FORCE MAJEURE

16.1 Force Majeure shall mean any event or circumstance that has an adverse impact on a Party's ability to perform its obligations hereunder but that: i) is not within the reasonable control of the claiming Party, and ii) is not due to a Party's fault, negligence or willful misconduct. Force Majeure events may include but are not limited to acts of God, war, terrorism, riot or civil unrest, labor strikes, fire, floods, epidemics or pandemics (inclusive of the ongoing COVID-19 pandemic to the extent the specific effect of COVID-19 on the claiming Party's performance was not known as of the Effective Date), acts of governmental or quasi-governmental authorities (including the imposition of quarantines, exercise of eminent domain, or revocation or failure to issue required permits), hazardous materials existing on the Site prior to Operator's start of construction or during the period of Project's commercial operation.

16.2 Neither Subscriber nor Operator shall be considered in default or breach in the performance of their obligations under this Agreement to the extent that performance of any such obligation is prevented or delayed by a Force Majeure circumstance or event. Notwithstanding the foregoing, the economic hardship or inability of a Party to make payments hereunder shall not be the basis for any Force Majeure relief.

XVII. NOTICES

Any notice required, permitted, or contemplated under this Agreement shall be in writing and addressed to the Party to be notified at the address set forth below or at such other address or addresses as a Party may designate for itself from time to time by notice hereunder. Such notices may be sent by registered U.S. Mail, personal delivery or recognized overnight courier, and shall be deemed effective upon receipt or, if by registered mail, three days after the postmarked date.

If to Operator:

New Energy Equity LLC
 2530 Riva Rd., Suite 200
 Annapolis, MD 21401
 Attn: Vice President, Operations
 Email: lgillis@newenergyequity.com

If to Subscriber:

Math & Science Academy
 8430 Woodbury Crossing
 Woodbury, MN 55125

XVIII. MISCELLANEOUS

18.1 Data provided to the Operator or received from the Operator under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

18.2 Operator will maintain books, records, documents, and other evidence directly pertinent to performance of the work under this Agreement in accordance with generally accepted accounting practices, including all meter production records and adjustments thereto. Operator will also maintain the financial information and data used in preparation or support of the cost submission for any negotiated Agreement amendment and provide electronic, printed or copied documentation to the Subscriber as requested. These books, records, documents, and data must be retained for at least six years after the term of the Agreement, except in the event of litigation or settlement of claims arising from the performance of this Agreement, in which case the Operator agrees to maintain them until the Subscriber and any of its duly authorized representatives have disposed of the litigation or claims.

18.3 This Agreement constitutes the entire agreement among the Parties relating to the Project and Subscription and supersedes any and all prior oral or written understandings.

18.4 This Agreement will be governed by and construed in accordance with the Laws of the State of Minnesota without regard to conflicts of law provisions.

WAIVER OF JURY TRIAL. TO THE EXTENT ENFORCEABLE UNDER APPLICABLE LAW, EACH PARTY HEREBY KNOWINGLY,

VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHTS THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN), OR ACTIONS OF EITHER PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR OPERATOR TO ENTER INTO THIS AGREEMENT.

18.5 Any provision of this Agreement found to be void, illegal or otherwise unenforceable shall not affect the validity or enforceability of the other provisions which shall not be affected and will continue in force.

18.6 This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and

18.7 signed by each Party to this Agreement or its successor in interest. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

18.8 Each Party will perform all obligations under this Agreement as an independent contractor. Nothing herein contained shall be deemed to constitute any Party a partner, agent or legal representative of another Party or to create a joint venture, partnership, agency or any relationship between the Parties.

18.9 Nothing contained in this Agreement shall be construed as an intent by Operator to dedicate the Project to public use or subject itself to regulation as a “public utility” (as such term may be defined under any applicable law).

18.10 This Agreement may be executed in counterparts, which shall together constitute one and the same agreement. Facsimile or portable document format (“.PDF”) signatures shall have the same effect as original signatures, and each Party consents to the admission in evidence of a facsimile or photocopy of this Agreement in any court or arbitration proceedings between the Parties.

18.11 Service Contract. The Parties intend that this Agreement be treated as a “service contract” within the meaning of Section 7701(e)(3) of the Internal Revenue Code.

18.12 Confidentiality.

(a) Subject to applicable law, each Party will maintain the confidentiality of the principal commercial terms of this agreement.

(b) Public Announcements. To avoid any conflicts regarding claims of solar or renewable energy use or production, Subscriber will submit to Operator for prior written approval any public announcements, including without limitation, press releases, regarding the matters contemplated hereunder, the Project or its use of solar or renewable energy, such approval not to be unreasonably withheld.

18.13 Cooperation. Following the effective date of this Amendment, Operator and Subscriber agree to use their respective commercially reasonable efforts to (a) cooperate with each other, share and furnish information and supporting materials; (ii) execute and deliver all instruments; and (iii) take, or cause to be taken, all actions; that may be reasonably necessary or appropriate to effectuate the provisions of this Amendment and the Agreement, but excluding any proceedings arising from disputes between the Parties. Subscriber agrees to provide on occasion and at the request of Operator an Estoppel in the Form of Exhibit C, confirming the continuing validity of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date:

OPERATOR:

NEW ENERGY EQUITY LLC

BY: _____

NAME: _____

TITLE: _____

DATE: _____

SUBSCRIBER:

MATH & SCIENCE ACADEMY

BY: _____

NAME: _____

TITLE: _____

DATE: _____

EXHIBITS:

- A. Definitions
- B. Solar*Rewards contract
- C. Form of Subscriber Estoppel
- D. Solar*Rewards Community Subscriber Agency Agreement and Consent Form
- E. RESERVED
- F. Table of Energy Prices
- G. Calculation of Estimated Benefits to Subscriber
- H. Subscriber and Project Information

Exhibit A - Definitions

“Agreement” has the meaning set forth in the preamble.

“VOS” has the meaning set forth in Section 1.1.

“Bill Credit(s)” has the meaning set forth in the recitals.

“Date of Commercial Operation” has the meaning set forth in the Solar*Rewards contract.

“Energy” means a Subscriber’s share of the Project’s monthly energy production as set forth in Section 1.1.

“Energy Price” means, for any Subscription year, the applicable amount set forth on Exhibit F.

“Enhanced Bill Credit” has the meaning set forth in the Tariff.

“Event of Default” has the meaning set forth in Article XIII.

“Liabilities” has the meaning set forth in Section 14.3.

“Operator” has the meaning set forth in the preamble.

“Production Month” has the meaning set forth in Section 9.1.

“Project” has the meaning set forth in the recitals.

“Project Financing” has the meaning set forth in Section 10.3.

“RECs” has the meaning set forth in the Solar*Rewards contract.

“Site” has the meaning set forth in the recitals.

“Subscriber” has the meaning set forth in the preamble.

“Subscription” has the meaning set forth in Section 1.1.

“Tariff” has the meaning set forth in the preamble.

“Term” has the meaning set forth in Section 2.1.

“Utility” has the meaning set forth in the preamble.

“Utility Account” has the meaning set forth in the recitals.

“Solar*Rewards” Contract has the meaning set forth in the recitals.

EXHIBIT B

“SOLAR*REWARDS” CONTRACT

EXHIBIT C

Form of Subscriber Estoppel

[DATE]

[], LLC (“Project Company”) and [] (“Subscriber”) are parties to that certain [Power Purchase Agreement/Subscription Agreement/Energy Services Agreement], dated [] (the “PPA”). Capitalized terms used herein and not otherwise defined shall have the meanings given to such terms in the PPA.

Subscriber hereby represents as of the date hereof to the Purchaser as follows:

1. Subscriber has all requisite power and authority to (a) enter into and to perform its obligations hereunder and under the PPA, and (b) to carry out the terms hereunder and under the PPA;
2. The PPA is in full force and effect and has not been modified or amended in any way and, along with this Estoppel, constitutes the entire agreement between Subscriber and Project Company with respect to the solar project, and to Subscriber’s knowledge, no facts or circumstances exist which, with the passage of time or the giving of notice or both, would constitute a default or breach by either party under the PPA or which would otherwise permit either party to suspend or terminate its obligations under the PPA.
3. All representations made by Subscriber in the PPA were and remain true and correct in all material respects.
4. There are no actions pending against Subscriber under the bankruptcy or any similar laws of the United States or any state.
5. Subscriber is not aware of any ongoing event, act, circumstance, or condition constituting a Force Majeure Event under the PPA.
6. Project Company does not owe any indemnity payments to Subscriber, Subscriber has no existing counterclaims, offsets, or defenses against Subscriber under the PPA.
7. The Subscriber had the necessary authorizations to enter into the PPA, and the individual(s) that executed the PPA on behalf of the Subscriber were authorized to do so.
8. There are no proceedings pending or, to Subscriber’s knowledge, threatened against or affecting Subscriber which could reasonably be expected to have a material impact on the ability of Subscriber to perform its obligations pursuant to the PPA.
9. This Estoppel shall be governed by and construed in accordance with the laws of the State of [], without regard to the conflicts of law principles thereof.

Subscriber has caused this Estoppel Certificate to be executed by its authorized representative as of the date first set forth above.

[Subscriber]

By: _____

Name:

Title:

APPROVED THIS _____ day of _____, 2020.

[Subscriber]

EXHIBIT D

Solar*Rewards Community Subscriber Agency Agreement and Consent Form

EXHIBIT E
[RESERVED]



EXHIBIT F**ENERGY PRICE**

ENERGY PRICE = UTILITY VALUE OF SOLAR BILL CREDIT BASED ON THE PUBLISHED 2020 VINTAGE (CREDITED BY UTILITY TO SUBSCRIBER) INCLUDING UTILITY'S ANNUAL ESCALATION FACTOR AS APPLIED BY UTILITY TO THE 2020 VINTAGE - \$0.007/kWh

INITIAL ENERGY PRICE: \$0.08700

GUARANTEED DISCOUNT FOR ENTIRE TERM: (PUBLISHED 2020 RATE) \$0.007/KWH

EXAMPLE PRICING:

<i>Contract Year</i>	<i>Energy Price (\$/kWh)</i>
1	\$0.08700
2	\$0.08910
3	\$0.09130
4	\$0.09350
5	\$0.09570
6	\$0.09800
7	\$0.10030
8	\$0.10270
9	\$0.10520
10	\$0.10770
11	\$0.11020
12	\$0.11280
13	\$0.11550
14	\$0.11820
15	\$0.12100
16	\$0.12390
17	\$0.12680
18	\$0.12980
19	\$0.13280
20	\$0.13600
21	\$0.13910
22	\$0.14240
23	\$0.14570
24	\$0.14910
25	\$0.15260

EXHIBIT G

Calculation of Estimated Benefits to Subscriber

NOTWITHSTANDING THIS CALCULATION OF ESTIMATED BENEFITS, OPERATOR DOES NOT GUARANTY THE PERFORMANCE OF THE PROJECT AND SHALL NOT BE LIABLE FOR ANY SHORTFALL IN BENEFITS TO SUBSCRIBER.

Community Solar Garden Cashflow- Value of Solar

Model Inputs

Energy Price:	\$	0.0870
Guaranteed Discount	\$	0.0070
VOS Bill Credit	\$	0.0940

Total Subscription (kWh):	860,000
Term (Years):	25
Degradation Factor:	0.50%

Year	Total kWh	Bill Credit* (Xcel Bill)	Guaranteed Savings	Energy Price (Solar Subscription)	Xcel Bill Savings= kWh x Bill Credit	Solar Payments= Energy Price x kWh	Annual Savings	Cumulative Savings
Year 1	860,000	\$0.0940	\$0.007	\$0.08700	\$80,840	\$74,820	\$6,020	\$6,020
Year 2	855,700	\$0.0961	\$0.007	\$0.08910	\$82,233	\$76,243	\$5,990	\$12,010
Year 3	851,422	\$0.0983	\$0.007	\$0.09130	\$83,695	\$77,735	\$5,960	\$17,970
Year 4	847,164	\$0.1005	\$0.007	\$0.09350	\$85,140	\$79,210	\$5,930	\$23,900
Year 5	842,929	\$0.1027	\$0.007	\$0.09570	\$86,569	\$80,668	\$5,900	\$29,801
Year 6	838,714	\$0.1050	\$0.007	\$0.09800	\$88,065	\$82,194	\$5,871	\$35,671
Year 7	834,520	\$0.1073	\$0.007	\$0.10030	\$89,544	\$83,702	\$5,842	\$41,513
Year 8	830,348	\$0.1097	\$0.007	\$0.10270	\$91,089	\$85,277	\$5,812	\$47,326
Year 9	826,196	\$0.1122	\$0.007	\$0.10520	\$92,699	\$86,916	\$5,783	\$53,109
Year 10	822,065	\$0.1147	\$0.007	\$0.10770	\$94,291	\$88,536	\$5,754	\$58,863
Year 11	817,955	\$0.1172	\$0.007	\$0.11020	\$95,864	\$90,139	\$5,726	\$64,589
Year 12	813,865	\$0.1198	\$0.007	\$0.11280	\$97,501	\$91,804	\$5,697	\$70,286
Year 13	809,796	\$0.1225	\$0.007	\$0.11550	\$99,200	\$93,531	\$5,669	\$75,955
Year 14	805,747	\$0.1252	\$0.007	\$0.11820	\$100,879	\$95,239	\$5,640	\$81,595
Year 15	801,718	\$0.1280	\$0.007	\$0.12100	\$102,620	\$97,008	\$5,612	\$87,207
Year 16	797,709	\$0.1309	\$0.007	\$0.12390	\$104,420	\$98,836	\$5,584	\$92,791
Year 17	793,721	\$0.1338	\$0.007	\$0.12680	\$106,200	\$100,644	\$5,556	\$98,347
Year 18	789,752	\$0.1368	\$0.007	\$0.12980	\$108,038	\$102,510	\$5,528	\$103,875
Year 19	785,803	\$0.1398	\$0.007	\$0.13280	\$109,855	\$104,355	\$5,501	\$109,376
Year 20	781,874	\$0.1430	\$0.007	\$0.13600	\$111,808	\$106,335	\$5,473	\$114,849
Year 21	777,965	\$0.1461	\$0.007	\$0.13910	\$113,661	\$108,215	\$5,446	\$120,295
Year 22	774,075	\$0.1494	\$0.007	\$0.14240	\$115,647	\$110,228	\$5,419	\$125,713
Year 23	770,205	\$0.1527	\$0.007	\$0.14570	\$117,610	\$112,219	\$5,391	\$131,105
Year 24	766,354	\$0.1561	\$0.007	\$0.14910	\$119,628	\$114,263	\$5,364	\$136,469
Year 25	762,522	\$0.1596	\$0.007	\$0.15260	\$121,699	\$116,361	\$5,338	\$141,807

** Bill credit escalator is locked in by Xcel Energy for 25 years

EXHIBIT H
SUBSCRIBER AND PROJECT INFORMATION

Subscriber Name:	Math & Science Academy
Agreement Rate: ¹	UTILITY VALUE OF SOLAR BILL CREDIT BASED ON 2020 VINTAGE (CREDITED BY UTILITY TO SUBSCRIBER) INCLUDING UTILITY’S ESCALLATION FACTOR AS APPLIED BY UTILITY APPLICABLE TO THE 2020 VINTAGE
Annual Agreement Rate Escalation: ²	Included in Agreement Rate formula based on Fixed Guaranteed Discount of \$0.007 off Utility Value of Solar Bill Credit Rate for 2020
Subscriber’s Subscription Size: ³	Up to __%
Preliminary Design DC Name Plate Capacity: ⁴	
Estimated Production: ⁵	
Site Name:	
SRC Number:	
Site Location:	
Est. Commercial Operation Date:	

Subscriber’s Utility Accounts:			
#	Account	Premise	Physical Meter Address
1			
2			
3			
4			

¹ Stated in dollars per kilowatt-hours (\$/kWh).

² Escalation, if any, is on an annual, compounding basis, adjusted on the anniversary of the first billing month under this Agreement.

³ Stated in % of total DC Name Plate Capacity.

⁴ Stated in kilowatts (kWdc) and based on Preliminary Design of Site.

⁵ Stated in kilowatt-hours (kWh), for year 1, and based on Subscriber’s Subscription Size.