

# Athlos Academy St. Cloud, Minnesota

The mission of Athlos Academy of St. Cloud is to provide high quality educational opportunities for the whole child built on the three foundational pillars of Prepared Mind, Healthy Body, and Performance Character.

Athlos Academy of St. Cloud MN Charter District #4250 Board Meeting Agenda August 30, 2023 - Board Meeting 8:00AM

#### **CALL TO ORDER**

**ROLL CALL** 

#### **DECLARATION OF CONFLICTS OF INTEREST**

Call for conflicts of interest.

#### APPROVAL OF AGENDA

Motion to approve the agenda.

#### **COMMUNITY COMMENT**

#### CONSENT AGENDA

2023-2024 Hiring Proposal

June 29, 2023 Board Minutes

June 2023 Finance Reports

July 25, 2023 Finance Minutes

July 2023 Finance Reports

August 24, 2023 Finance Minutes

Narcan Policy (Reviewed by our school council, Laura Booth)

Transportation Contracts (3)

Motion to approve all items on the consent agenda.

#### **DIRECTORS'S REPORT**

See attachment

#### FINANCE REPORT

Finance Minutes

#### Financials

Motion to approve the finance report.

#### **OLD BUSINESS**

None

#### **NEW BUSINESS**

Benefits and Healthiest You

An update was presented to the board regarding increased Healthiest You pricing which is incorporated into staff benefits.

Motion to approve the increase in pricing to continue including Healthiest You as part of benefits.

#### 2023-2024 BOARD TRAINING PLAN (Attached to board packet)

Motion to approve the 2023-2024 Board Training Plan.

#### **RATIFICATION OF JUNE 2, 2023 BOARD ELECTION RESULTS**

The board election resulted in the following individuals being re-elected to the board: Pat King, Catherine Georgewell and Ember Reichgott – Junge. We welcome Kim Anderson as a new School Board Member.

#### 2023-2024 CONFLICT OF INTEREST STATEMENTS (See attachment)

Board members will complete their 2023-2024 Conflicts of Interest statements after the Board meeting.

#### 2023-2024 DELEGATIONS

Board Chair: Pat King

Board Secretary: Kerin Helmke

Board Treasurer: Catherine Georgewell

Motion to approve the following officers for 2023-2024

#### **BOARD COMMITEE DESIGNATIONS**

Motion to approve the committee members for 2023-2024. (see attachment)

#### **DESIGNATION OF BANK 2023-2024**

Motion to designate Bremer Bank as the financial institutions for the school's activities.

#### APPROVAL OF BANK PAYMENT APPROVAL FOR 2023-2024

Motion to grant Jennifer Geraghty, Principal, Executive Director approval rights as noted in Policy 7108 as well as other rights listed in Policy Segregation of Duties Finance Policy.

Motion to grant Pat King, Board Director, payment approval rights as well as other rights listed in 7108 Segregation of Duties Finance Policy.

### **DELEGATION OF AUTHORITY TO MAKE ELECTRONIC FUND TRANFERS 2023-2024**

Electronic Funds Transfers can be made for:

- · Investment of excess funds or the transfer of funds between school's accounts
- Payment of employee payroll direct deposits
- Payment of federal, state, and unemployment taxes (deductions and/or benefits)
- Payment of contributions to the Teachers Retirement Association (TRA) and to the
- · Public Employee Retirement Association (PERA) (deductions and benefits)
- · Payment of other payroll related deductions and benefits (when appropriate)
- Monthly building lease payments
- Monthly payment of credit card charges
- Vendor payments (when appropriate)
- Other payments as approved by the school board

Motion to delegate an individual the authority to make electronic fund transfers: Board Chair Pat King, Principal Jennifer Geraghty, Jenny Abbs or her designee at BerganKDV.

#### **DESIGNATION OF OFFICIAL NEWSPAPER 2023-2024**

Motion to designate the St. Cloud Times as the official newspaper to use when required for posting public notices.

#### BOARD CORRESPONDANCE AND COMMUNICATION

None

#### **ADJOURNMENT**

Motion for adjournment.

#### **UPCOMING BOARD MEETINGS:**

August 30, 2023 Closed Personnel Meeting

August 30, 2023 Open Board Self-Evaluation Meeting

September 21, 2023 Finance

September 21, 2023 Personnel

September 27, 2023 School Board

2023-24 Staffing Plan	Last Name	First Name
Executive Director	Geraghty	Jen
Assistant Executive Director	Hill	Kate
SPED Coordinator	Smith-	Chloe
Director of Academics / DAC	Godfrey	Angela
Director of Academics / SAC	LaFave	Stephanie
Dean of Student Development	Swenson	Krista
Facilities and Security Coordinator	Flatz	Tim
activity and outreach coord.	Daniels	Tiffany
Technology Coordinator	Echolds	John
Custodian	Akemann	Todd
Facilities and Security Director	Wilson	Jeremy
Food and Nutrition Director	Cunningham	Sarah
Enrollment & Student Systems Coordinator	Webb	Elizabeth
SPED Director	Kiefer	Kelsey
Lead Social Worker	Mushel	Rachel
ELL Coordinator	Gyamerah	Eunice
Due Process Coordinator	Lahti	Andrea
School Nurse/Health Aide	Rieland	Tanya
Behavior Specialist	Mushel	Alex
SPED Student Support Lead	Strang	Maddison
SSC - Transportation/Reception & Building Operations Assistant	Lidstrom	Jada
SSC - Enrollment/Attendance	Velazquez	Kristina
Website and Marketing Coordinator	Hill	Christopher
SPED Administrative Assistant	Loidolt	Lisa
Lunchroom Supervisor/Gen Ed Paraprofessional	Benner	Nicholas
In-Building Substitute	Nelson	Courtney
In-Building Substitute	Ibuoka	Elsie
Music Teacher	Bement	Morgan
Art Teacher	Jeub	Heidi
PE Teacher	LaFave	Michael
PE Teacher	Martin	Emiliano
PE Teacher	Ruhland	Amanda
Kindergarten Teacher	Stommes	Angela
Kindergarten Teacher	Witt	Heather
Kindergarten Teacher	Schmidt	Emily
Kindergarten Teacher	Leisenheimer	Hannah
1st Grade Teacher	Shultz	Caitlyn
1st Grade Teacher	Willmott	Allison
1st Grade Teacher	Wonders	Heather
2nd Grade Teacher	Stutzman	Jessica
2nd Grade Teacher	Georgewill	Catherine
2nd Grade Teacher	Simdorn	Isabelle
3rd Grade Teacher	Laing	Alaina
3rd Grade Teacher	Smith	Brooke
3rd Grade Teacher	Mattson	Kaija
DIA DIAUE TEACHER	ITIACCOOLI	Ixaija

4th Grade Teacher	Benjamin	Sarah
4th Grade Teacher	Tomford	Rebecca
5th Grade Teacher	Hudyma	Derek
5th Grade Teacher	Olson	Brenna
5th Grade Teacher	Schmitz	Keith
ELL Assistant Teacher	Brunette	Jodi
ELL Assistant Teacher	Almanza	Thalia
ELL Para	Abdi	Kamal
ELL Assistant Teacher	Pramann	Crystal
Intervention Teacher	Jaeger	Gene
Intervention Assistant Teacher	Beckrich	Sarah
Intervention Assistant Teacher	Meyer	Katherine
SPED Teacher	Scheevel	Corey
SPED Teacher	Tadych	Karen
SPED Teacher	Robinson	Rey
SPED Student Support Assistant	Zehowski	Sarah
SPED Assistant Teacher	Fautsch	Amy
SPED Para	Nelson	Heidi
SPED Para	Ronning	Makenzie
SPED Para	Parnell	Ena
SPED Para	Robinson	Jerramesha
SPED Para	Walker	Samantha
SPED Para	Hernandez	Brianna
SPED Para	Hanson	Anja
SPED Para	Schmidt	Hally
SPED Para	Hollins	Nature
SPED Para	LeBrasseur	Derek
SPED Para	Lane	Devin
SPED Para	Raya-Landa	Evelyn



#### ATHLOS ACADEMY OF ST. CLOUD **BOARD OF DIRECTORS MEETING** MN Charter District #4250

Date: June 29, 2023 Time: 8:30AM Location: 3701 S 33<sup>rd</sup> St., St. Cloud, MN, Conference Room

Board Member	Present/Absent
Pat King	Present (zoom)
Catherine Georgewill	Present (zoom)
Kerin Helmke	Present (zoom)
Kim Anderson	Present (zoom)
Ember Reichgott Junge	Present (zoom)
School Leaders: Jen Geraghty (Present)	•
Minute Taker: Kate Hill	
Guests:	

The meeting was called to order at \_\_8:\_34\_ am\_\_\_\_

Topic	Discussion/Conclusion	Notes
Call to Order	Motion to call to order:	Pat King
	Pat King	
Roll Call	Pat King	Pat King
	Kate Georgewill	
	Kerin Helmke	
	Kim Anderson	
	Ember Reichgott Junge	
Declaration of Conflicts of	None	Pat King
Interest		
Approval of Agenda	Approval of Agenda for the June 29, 2023 Board Meeting.	Pat King
	Motion to approve the agenda:	
	Catherine Georgewill	
	2nd: Ember Reichgott Junge	
	Motion Carries, all in favor	
Community Comment	None	Pat King
Consent Agenda	23-24 Employment Proposal	Pat King
Consent rigoria	June 7, 2023 Board Minutes	
	FSMC Food Contract	
	July 26, 2023 added Finance and Board meetings	
	Mation to approve the concept agends:	
	Motion to approve the consent agenda:  Ember Reichgott Junge	
	2 <sup>nd</sup> : Catherine Georgewill	
	Motion Carries, all in favor	
Board Development	inout Carries, an in ravor	
Doard Development		



Administrative Reports		
Director's Report	Jen shared the updated expectation from VOA for the required number of board and finance meeting during the year.  Jen went over current enrollment for 23-24.  Jen shared an update on bussing for 23-24. We have a proposal from 4 different bussing companies who would work together to transport for us, as the SC district is not willing to change our bell times. The proposal includes a route rate that is less than is typical. We would receive the state funding, which would help with the cost, but there will still be a significant amount to work out with the budget. Jen will meet with Jenny A to discuss options. Jen will update the board as soon as she knows anything.	Pat King Jen Geraghty
Finance Report	May Financials June Finance Meeting Minutes  These items will be approved at the next board meeting.  Pat shared a few details from the finance meeting. We have hit our goal of \$1 million fund balance by 6/30/23. We have a surplus of \$218k. Our days cash on hand, we are required to have 45, we ended the year at 49.	Pat King
Old Business		Pat King Jen Geraghty
New Business	School Board Self Evaluation will be held July 26, 2023. Closed meeting during the regular School Board meeting. School Board Personnel committee meeting will be held July 26, 2023. Closed meeting during the regular School Board meeting.  Initial School Board orientation of new school board member(s) scheduled before July 18, 2023.	Pat King Jen Geraghty
	Jen needs to be named as the IOWA contact for AASC. This will allow her to submit and sign off on anything required by the state for the school.	
	Motion to approve the confirming Jen as the IOWA: Ember Reichgott Junge 2 <sup>nd</sup> : Catherine Georgewill Motion Carries, all in favor	



Board Correspondence and	Communication ongoing with various bus companies and	Pat King
Communication	SC School District.	
	Communication ongoing with MDE to find out	
	transportation aide dollar amount.	
Adjournment	Pat King adjourns the meeting at 9:06am.	Pat King

Adjournment: 9:06AM

Upcoming Meetings			
June 29th	Finance Committee Meeting	8:00AM	Zoom
June 29th	School Board	8:30AM	Zoom
July 26th	Finance Committee Meeting	8:00AM	Zoom
July 26th	School Board	8:30AM	Zoom
	Closed within the meeting:		
	Personnel Committee meeting		
	Board Self Evaluation		



District 4250-07

Financial Report June 2023 *Preliminary* 



Prepared by:

Jenny Abbs Senior Advisor

# Athlos Academy of St. Cloud

## St. Cloud Minnesota

# Financial Report

## Table of Contents

Executive Summary	Page 2
Dashboard	Page 3
Balance Sheet	Page 5
Statement of Revenues and Expenditures	Page 6
Cash Flow Projection	Page 11

The estimates shown on this report are prepared using both the school's estimates and consultants estimates and are prepared for internal use only. This report has not been compiled, reviewed or audited and should not be relied upon for other uses.

#### Athlos Academy of St. Cloud St. Cloud, Minnesota June 2023 Financial Report Executive Summary

#### **Summary of Key Financial Indicators**

\* Average Daily Membership (ADM) Overview -

Approved Budget: 411
Working Budget: 427
Actual: 431

- \* The working budget projects a surplus for the year of \$218,945, which would bring our fund balance to \$1,124,112, or 13.7% of total expenditures.
- \* Preliminary results show a surplus for the year of \$284,887, which would bring our fund balance to \$1,190,053, or 15.1% of total expenditures.
- \* Debt Service Coverage

Required: 110%Projected: 128%

\* Davs Cash on Hand

Required: 45 daysProjected: 57 days

\* All of the known FY23 payables and receivables have been included in these financials, including the summer payroll payables and an estimated state aid receivable. Federal aids will be reconciled closer to audit fieldwork, but an estimated receivable is included in these financials. The FY23 audit is scheduled for September 25-27 and updated FY23 financials will be available at that time if any additional changes occur during audit preparation or additional payments/receipts related to FY23 are posted.

#### **Financial Report Key Points**

- \* As of month-end, 100% of the year was complete.
- \* Revenues received at end of the reporting period 87%
- Expenditures disbursed at end of the reporting period 96%
- \* Cash Balance as of the reporting period is \$1,230,437.
- \* Current year state aids are being estimated for the 10% holdback at \$289,139.
- \* Federal receivable represents amounts that have been spent and is waiting for applications to be approved and funds to be drawn.

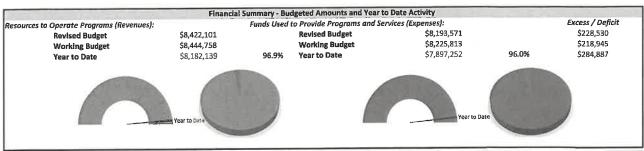
#### Other Items

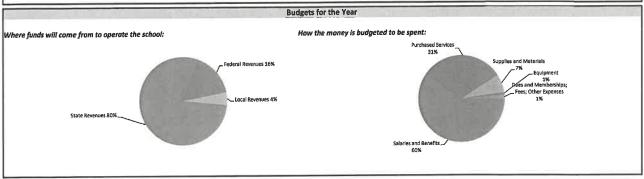
#### Supplemental Information

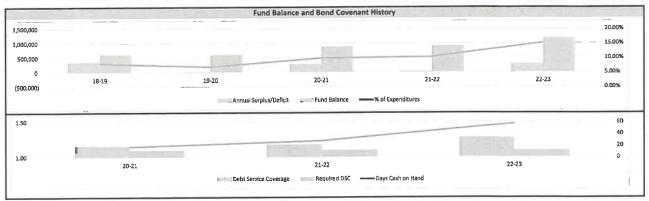
 Supplemental information is provided that shows checks written, receipts posted, journal entries completed for the current month. Cash flow projections are also provided.

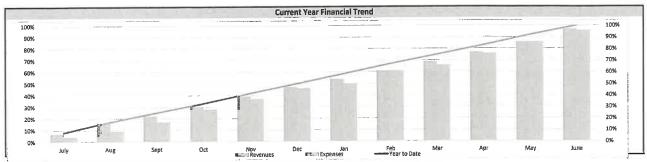
Please contact Jenny Abbs at <u>ienny.abbs@bergankdv.com</u> or 952-563-6835 should you have questions related to the financial report.

#### Athlos Academy of St. Cloud St. Cloud MN Financial Report Dashboard As of June 30, 2023

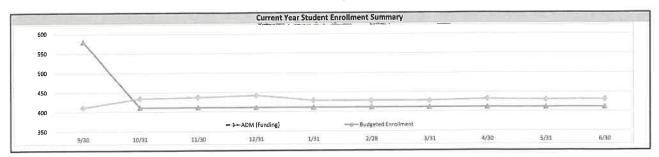


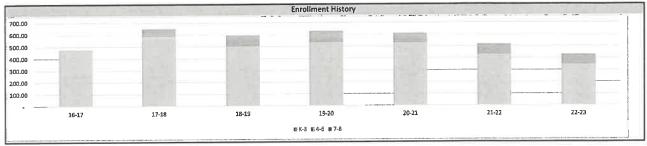


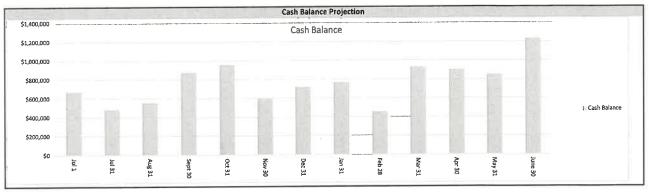




Athlos Academy of St. Cloud St. Cloud MN Financial Report Dashboard As of June 30, 2023







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.

### Athlos Academy of St. Cloud Balance Sheet June 30, 2023

	Audited			
	Balance		Balance	
	Jur	ne 30, 2022		June 30, 2023
Assets				
Cash	\$	669,447	\$	1,230,437
Accounts Receivable		32,652		0
Due from MN School Districts		19,923		0
Due from Building Company		-		6,500
Due from Other Gov't Agencies		-		0
Prior Year State Aids Receivable		514,325		0
Current Year State Aids Receivable (estimate)		-		289,139
Federal Aids Receivable		210,071		119,197
Prepaid Expenditures		45,665		12,290
•				
Total Assets	\$	1,492,082	\$	1,657,563
Liabilities and Fund Balance				
Liabilties				
Salaries and Wages Payable	\$	203,013	\$	252,498
Accounts Payable		335,698		181,049
Payroll Deductions and Contributions		33,348		33,962
Deferred Revenue		14,856		0
Total Liabilities	\$	586,915	\$	467,510
Fund Balance				
	\$	905,167	\$	905,167
Beginning Fund Balance	Ą	505,107	ب	284,887
Change in Fund Balance	\$	905,167	\$	1,190,053
Total Fund Balance	Ą	303,107	Ą	1,190,033
Total Liabilities and Fund Balance	\$	1,492,082	\$	1,657,563

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.

	A3 OI Juli	C 20	,					
								100%
		FY	'23 Revised	F۱	/23 Working	)	ear to Date	% of
			Budget		Budget		Activity	Budge
	K-8 ADM		411		427		431	101%
otal All Funds								
Revenues								
State Revenues		\$	6,523,630	\$	6,725,739	\$	6,486,964	96%
Federal Revenues			1,487,539		1,334,803		1,315,939	99%
Local Revenues			36,685		17,144		19,504	1149
Food Service Revenues			374,247		367,072		359,732	98%
Total Revenues		\$	8,422,101	\$	8,444,758	\$	8,182,139	97%
	Check #		8,422,101		8,444,758		8,182,139	
Expenditures								
Salaries and Benefits		\$	4,770,785	\$	4,940,006	\$	4,851,786	98%
Purchased Services			2,371,723		2,534,696		2,358,756	93%
Supplies and Materials			670,145		549,794		533,571	97%
Equipment			168,788		78,759		29,555	38%
Dues, Memberships & Taxes			212,130		122,559		123,585	1019
Total Expenditures		\$	8,193,571	\$	8,225,813	\$	7,897,252	96%
	Check #		8,193,571		8,225,813		7,897,252	
Net effect of Operations, All Fund	ds	\$	228,530	\$	218,945	\$	284,887	
Beginning Fund Balance		\$	905,167	\$	905,167	\$	905,167	
Ending Fund Balance		\$	1,133,697	\$	1,124,112	\$	1,190,053	
Fund Balance % of Ex	penditures		13.8%		13.7%		15.1%	

A3 01 Julie 30, 2023							100%
	FY	'23 Revised	FY	23 Working	Y	ear to Date	% of
	' '	Budget		Budget		Activity	Budget
K-8 ADM		411		427		431	101%
General Fund - 01							
Revenues							
State Revenues				4 700 446		4 44 7 705	
General Education Aid	\$	4,704,949	\$	4,782,416	\$	4,417,725	92%
Building Lease Aid		563,916		584,034		554,403	95%
Special Education Aid		1,130,810		1,275,750		1,148,744	90%
Literacy Incentive Aid		43,632		-		0	0%
LT Facilities Maint Aid		56,649		58,670		55,242	94%
Land Endowment Fund		23,674		24,869		24,869	100%
Prior Year Adjustments		-		-		11,602	0%
Estimated state holdback amount		n/a		n/a		274,379	n/a
<b>Total State Revenues</b>		6,523,630		6,725,739		6,486,964	96%
Federal Revenues							
Federal Special Ed, 419	\$	118,876	\$	107,532	\$	129,359	120%
Federal Special Ed, 420	*	2,805	•	3,383	,	3,465	102%
Federal Special Ed, 425		18,020		32,836		34,337	105%
Federal Title I, 401		231,598		254,781		208,135	82%
Federal Title II, 414		31,841		32,698		33,266	102%
		23,065		23,310		23,880	102%
Federal Title III, 417		16,055		183		25,660	0%
Federal Title IV, 433		24,200		24,200		24,200	100%
REAP Grant		·				9,821	
Expanded Summer Programming 162		9,821		9,821		-	100%
Expanded Summer Programming 163		50,063		50,063		50,063	100%
ARP Homeless ESSER Grant 159		5,393		5,393		843	16%
Learning Loss Recovery 169		10,000		-		9,975	0%
CARES/ESSER Act Funding 160		764,351		775,629		771,153	99%
CARES/ESSER Act Funding 161		14,976		14,976		16,814	112%
CARES/ESSER Act Funding (all other)		166,475				628	0%
Total Federal Revenues		1,487,539		1,334,803		1,315,939	88%
Local Revenues							
Erate Revenue	\$	1,500	\$	-	\$	-	0%
Fees from Patrons - Uniforms & Planners		1,800		-		-	0%
Rental Income		14,310		5,540		7,040	127%
Interest Revenue		75		319		326	102%
Medical Assistance		4,000		5,178		5,720	110%
Contributions and Gifts, Grants		-		23		320	0%
Targeted Services		15,000		414		414	0%
Other Receipts				5,670		5,685	0%
Total Local Revenues	_	36,685		17,144		19,504	114%
Total Revenues	\$	8,047,854	\$	8,077,686	\$	7,822,407	97%

								100%
	1	FY	'23 Revised	FY	23 Working	Y	ear to Date	% of
			Budget		Budget		Activity	Budget
	K-8 ADM		411		427		431	101%
5	-							
Expenditure: 100's	Salaries and wages	\$	1,951,661	\$	2,101,163	\$	2,159,694	103%
200's	Benefits	7	492,343	Ψ.	530,058	Ψ.	475,804	90%
200 3	Salary and Benefit Accrual (estimated)		-		-		-	
	Total Salaries and Benefits	_	2,444,004		2,631,221		2,635,498	100%
	Total Salaries and Serience						,	
	Contracted Services	\$	189,438	\$	229,438	\$	219,831	96%
305	Management Fees - Athlos Leadership Corp.		284,915		286,945		256,514	89%
315	Technology Repairs and Maintenance		80,633		68,960		62,031	90%
320	Communications Services		14,493		56,233		37,639	67%
329	Postage		600		1,500		1,171	78%
330	Utilities		279,157		279,157		251,407	90%
340	Property and Liability Insurance		33,821		49,424		49,424	100%
350	Repairs and Maintenance		85,000		70,000		65,297	93%
720-360	Student Transportation		5,000		5,000		223	4%
733-360	Field Trip Transportation		-		-		0	0%
366	Travel and Conferences		1,997		5,000		4,237	85%
369	Field Trip Admissions		8,000		8,000		1,796	22%
348-570	Building Lease Expense		1,097,875		1,097,875		1,097,875	100%
335	Short Term Rentals		4,759		1,000		308	31%
401	Office Supplies/General Supplies		18,900		39,200		35,523	91%
810-401	Maintenance Supplies		28,800		59,800		60,973	102%
405	NonInstructional Software		90,000		100,000		100,188	100%
406/506	Instructional Software		16,000		17,000		17,644	104%
430/460	Instructional Supplies/Curriculum		94,000		24,000		18,894	79%
455/456	Technology Supplies		20,000		10,000		3,115	31%
461	Standardized Tests		6,000		6,000		5,325	89%
490	Food		2,000		5,000		6,515	130%
530	Furniture and Other Equipment		35,000		10,000		1,499	15%
35/466/555/55	Technology Equipment		100,000		30,000		11,145	37%
560	Tech Leases		15,000		19,759		16,911	86%
580	Capital Lease		-		-		0	0%
740	Interest Expense		-		-		0	0%
820	Dues and Memberships		27,581		27,581		28,607	104%
C300	Sports		2,800		2,800		593	21%
896	Property Taxes		184,549		94,978		94,978	100%
	Summer School		15,000		414		0	0%
899	Misc. Expenses		-		-		0	0%

					100%
		FY23 Revised	FY23 Working	Year to Date	% of
		Budget	Budget	Activity	Budget
	V Q ADNA	411	427	421	101%
	K-8 ADM	411	427	431	101%
	State Special Ed / ESY	007.507	006 746	006.262	1030/
100's	Salaries	867,567	886,746	906,362	102%
<b>200</b> 's	Benefits	218,860	223,698	136,534	61%
	Salary and Benefit Accrual (estimated)		-	- 4 0 4 0 0 0 5	
	Total Salaries and Benefits	1,086,427	1,110,444	1,042,896	94%
300's	Contracted Services	93,100	181,851	88,214	49%
400's	Supplies	10,200	-	0	0%
F723	Transportation	600	50,000	57,298	115%
F728	Homeless Transportation	-	600	0	0%
	Federal Special Ed, 419	118,876	107,532	129,359	120%
	Federal Special Ed, 420	2,805	3,383	3,465	102%
	Federal Special Ed, 425	18,020	32,836	34,337	105%
	Federal Title I, 401	231,598	254,781	208,135	82%
	Federal Title II, 414	31,841	32,698	33,266	102%
	Federal Title III, 417	23,065	23,310	23,880	102%
	Federal Title IV, 433	16,055	183	0	0%
	Expanded Summer Programming 162	9,821	9,821	9,821	100%
	Expanded Summer Programming 163	50,063	50,063	50,063	100%
	ARP Homeless ESSER Grant 159	5,393	5,393	843	16%
	Pandemic Enrollment Loss 171	-	-	0	0%
	Learning Loss Recovery 169	10,000	-	9,975	0%
	CARES/ESSER Funding 160	•		,	
	Salaries	676,182	604,877	635,499	105%
	Benefits	160,936	151,752	135,654	89%
	Contracted Services	22,363	,	0	0%
	Technology	18,788	19,000	0	0%
	Unbudgeted	2,505	-	0	0%
	-	2,303		ŭ	0,0
	CARES/ESSER Funding 161	14,949	14,959	14,959	100%
	Salaries Benefits	17,545	17,333	17,000	100%
			1/	1,838	0%
	Curriculum	-	_	1,838	078
	Unbudgeted	3,200	3,300	2,867	87%
	Medical Assistance Sped Costs	3,200	3,300	2,807	0/70
Tota	al Expenditures	\$ 7,792,126	\$ 7,893,083	\$ 7,567,547	96%
	Net effect of Operations, General Fund	\$ 255,728	\$ 184,603	\$ 254,860	
	Transfer out to Food Service Fund	-	<u>-</u>	_	
Вед	inning Fund Balance	675,895	675,895	675,895	
_	ing Fund Balance	\$ 931,623	\$ 860,498	\$ 930,755	
2.10	Fund Balance % of Expenditures	12.0%			7

100%

							100%
	FY	23 Revised	FY	'23 Working	١	ear to Date	% of
		Budget		Budget		Activity	Budge
K-8 AI	DΜ	411		427		431	101%
ood Services Fund - 02							
Revenues							
Federal and State Revenue	\$	359,202	\$	322,769		330,539	102%
Emergency Operating Funds			\$	29,158		29,158	100%
Commodities		15,045		15,045		0	0%
Sales of Breakfast and Lunch		-		100		35	35%
Total Revenues	\$	374,247	\$	367,072	\$	359,732	98%
Expenditures							
Salaries and Benefits	\$	35,000	\$	47,150		46,743	99%
Food and Milk		249,100		207,290		223,381	1089
Commodities		15,045		15,045		0	0%
Supplies and Equipment		102,300		63,245		59,581	94%
Total Expenditures	\$	401,445	\$	332,730	\$	329,705	99%
Net effect of Operations, Food Service	\$	(27,198)	\$	34,342	\$	30,027	
Transfer In for Operations from Gen Fo	und	-		-		-	
Beginning Fund Balance	-	229,272		229,272		229,272	
Ending Fund Balance	\$	202,074	\$	263,614	\$	259,298	

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

# Athlos Academy of St. Cloud Cash Flow Projection Summary 2022-2023 School Year

State Aid Federal Aid Other Revenue Holdback Total Receipts  Fayments Payments Revenue Holdback Total Receipts  Faginning Balance  Face Fig. 320  Face Fig.			Cash	Cash Inflows (Reve	ennes)			Cash Outflows (Expenditures)	s (Expenditur	es)	
State Aid         Federal Aid         Other         State/Federal         Total Receipts         Ne           Fayments         Payments         Revenue         Holdback         Total Receipts         Ne           518,320         0         1,738         5,864         525,922         Ne           636,712         0         1,385         9,872         647,969         267,969           609,588         67,475         30         248,751         903,236         293,66         56,554         7,374         0         357,788         257,788         253,860         647,261         253,862         647,261         253,852	Period				Prior Year			Building			
Payments         Revenue         Holdback         Total Receipts         Ne           518,320         0         1,738         5,864         525,922         2           636,712         0         1,738         9,872         647,969         2           609,588         67,475         393,568         1,005,859         2           586,980         67,475         30         248,751         903,236           593,860         56,554         7,374         0         357,788           519,740         132,103         1,147         (5,729)         647,261         293,852           531,498         30,261         1,054         16,088         578,902         253,852           514,498         267,754         1,291         24,939         808,482	Ending	State Aid	Federal Aid	Other	State/Federal		Salaries	Lease	Other	Total	
Beginning Balance           518,320         0         1,738         5,864         525,922           636,712         0         1,385         9,872         647,969           609,588         609,588         2,013         393,568         1,005,859           586,980         67,475         30         248,751         903,236           293,860         56,554         7,374         0         357,788           519,740         132,103         1,147         (5,729)         647,261           423,971         98,746         4,023         67,112         593,852           531,498         30,261         1,054         16,088         578,902           514,498         267,754         1,291         24,939         808,482	)	Payments	Payments	Revenue	Holdback	Total Receipts	Net Paid	Payments	Expenses	Expenditures	Cash Balance
518,320         0         1,738         5,864         525,922           636,712         0         1,385         9,872         647,969           609,588         689         2,013         393,568         1,005,859           586,980         67,475         30         248,751         903,236           293,860         56,554         7,374         0         357,788           519,740         132,103         1,147         (5,729)         647,261           423,971         98,746         4,023         67,112         593,852           531,498         30,261         1,054         16,088         578,902           514,498         267,754         1,291         24,939         808,482	June 30			Begir	nning Balance				Beg	Beginning Balance	669,447
636,712         0         1,385         9,872         647,969           609,588         689         2,013         393,568         1,005,859           586,980         67,475         30         248,751         903,236           293,860         56,554         7,374         0         357,788           519,740         132,103         1,147         (5,729)         647,261           423,971         98,746         4,023         67,112         593,852           531,498         30,261         1,054         16,088         578,902           527,530         463,485         27,723         0         1,018,739           545,498         267,754         1,291         24,939         808,482	Jul 31	518.320	0	1,738		525,922	254,303	91,379	362,096	710,777	484,592
609,588         689         2,013         393,568         1,005,859           586,980         67,475         30         248,751         903,236           293,860         56,554         7,374         0         357,788           519,740         132,103         1,147         (5,729)         647,261           423,971         98,746         4,023         67,112         593,852           531,498         30,261         1,054         16,088         578,902           527,530         463,485         27,723         0         1,018,739           545,448         267,754         1,291         24,939         808,482	Aug 31	636,712	0	1,385		647,969	206,773	91,379	280,277	578,429	554,132
586,980     67,475     30     248,751     903,236       293,860     56,554     7,374     0     357,788       519,740     132,103     1,147     (5,729)     647,261       423,971     98,746     4,023     67,112     593,852       531,498     30,261     1,054     16,088     578,902       527,530     463,485     27,723     0     1,018,739       545,448     267,754     1,291     24,939     808,482	Sept 30	609,588	689	2,013		1,005,859	216,524	91,379	376,089	683,992	875,998
293,860         56,554         7,374         0         357,788           519,740         132,103         1,147         (5,729)         647,261           423,971         98,746         4,023         67,112         593,852           531,498         30,261         1,054         16,088         578,902           527,530         463,485         27,723         0         1,018,739           514,498         267,754         1,291         24,939         808,482	Oct 31	586,980	67,475	30		903,236	237,756	91,379	493,954	823,090	956,145
519,740         132,103         1,147         (5,729)         647,261         2           423,971         98,746         4,023         67,112         593,852         2           531,498         30,261         1,054         16,088         578,902         2           527,530         463,485         27,723         0         1,018,739         2           514,498         267,754         1,281         24,939         808,482         2	Nov 30	293,860	56,554	7,374	0	357,788	261,960	91,379	364,097	717,437	596,495
423,971     98,746     4,023     67,112     593,852       531,498     30,261     1,054     16,088     578,902       527,530     463,485     27,723     0     1,018,739       514,498     267,754     1,281     24,939     808,482       546,449     36,465     36,465	Dec 31	519,740	132,103	1,147			231,788	91,379	203,418	526,585	717,172
531,498     30,261     1,054     16,088     578,902       527,530     463,485     27,723     0     1,018,739       514,498     267,754     1,291     24,939     808,482       546,449     267,754     1,018,739     24,939     308,482	Jan 31	423.971	98,746	4,023	_		210,861	91,379	243,552	545,792	765,232
527,530 463,485 27,723 0 1, <b>018,739</b> 514,498 267,754 1,291 24,939 <b>808,482</b> 267,754 07,630 07,630	Feb 28	531,498	30,261	1,054		578,902	285,886	91,379	511,947	889,212	454,922
514,498 267,754 1,291 24,939 <b>808,482</b>	Mar 31	527,530	463,485	27,723	0	1,018,739	229,336	91,379	222,061	542,776	930,885
640 508	Apr 30	514,498	267.754	1,291		808,482	275,625	91,379	471,003	838,008	901,359
000,130	May 31	515,115	36,794	97,689	0	649,598	255,872	91,379	354,194	701,445	849,512
514,171 402,160 2,382 1,209 919,922	June 30	514,171	402,160	2,382	1,209	919,922	242,143	91,379	205,476	538,998	1,230,437

State and other Receivables are assumed to be 90% of total budget for the year

\* Federal Receivables are assumed to be 80% of total budget for the year

\*\*\* Other Expenses includes Benefits (Tax Payments, PERA, TRA) and all other expenditures, assumes no payables at year-end to be conservative.

8,193,571 8,096,541

4,241,468 4,091,166

1,097,875 1,096,548

2,854,228 2,908,827

7,917,421 8,657,530

744,318 761,675

25,430 147,849

1,276,407

5,871,267 6,191,984

Projected Totals Based on MDE's estimates, may vary from School's internal estimates

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.



Athlos Academy of Saint Cloud Saint Cloud, Minnesota District 4250-07

**Supplemental Information** 

June 2023



Prepared by:
Jenny Abbs
Senior Advisor

# Athlos Academy of St. Cloud Contracted Services

	F'	Y23	
Description	Budget	Actual	
Contracted Services			
Audit Services	18,000	20,300	113%
one-time ERC application	~	9,000	0%
Accounting Services	103,200	97,672	95%
Credit Card Fees	3,000	535	18%
Bank Charges	2,500	1,752	70%
BILL.com	1,200	1,033	86%
Legal Services	5,000	3,500	70%
Shred Services	500	483	97%
Benefits Fees	2,038	4,336	213%
Background Checks	1,000	1,498	150%
Other Fees	2,000	2,651	133%
Cleaning Services	50,000	69,524	139%
Advertising/Partnership	1,000	7,548	755%
TOTAL	\$ 189,438	\$ 219,832	116%
	189,438	219,831	
Contracted Services - Athlos Leadership Corp.			
Athlos Leadership Corp.	\$ 286,945	\$ 256,514	89%
	286,945	256,514	
Technology Repairs and Maintenance			
Managed Tech Services	\$ 68,960	\$ 62,031	90%
	68,960	62,031	

CHECK			INVOICE	
NUMBER	CHECK DATE	VENDOR	DESCRIPTION	AMOUNT
202201066	06/30/2023	Bill.com	Monthly subscription fees	104.90
202201067	06/30/2023	US Bank Trust	Rent due for June 2023 per	92,711.13
			lease agreement	
202201068	06/30/2023	Gravie	Employer Fees	1,430.00
202201069	06/01/2023	Patron Transportation	SPED Transportation	10,758.11
202201070	06/01/2023	Pramann, Crystal	Expense Reimbursement:	31.20
			Classroom Supplies	
202201071	06/01/2023	Mushel, Rachel	Exp. Reimb.: Supplies for	499.15
			students in need	
202201072	06/01/2023	Lifetouch NSS Accts Receivable	Yearbooks	59.72
202201073	06/01/2023	Amazon	Nurse supplies	35.16
202201074	06/01/2023	BerganKDV Outsourced Services	Financial management and	3,250.00
			accounting services for the	
			Building Company-May 2023	
202201075	06/01/2023	BerganKDV Outsourced Services	Financial management and	8,652.00
			accounting services for May	
			2023	
202201076	06/01/2023	NOVA Education Consultants	SPED Services	540.00
202201077	06/01/2023	NOVA Education Consultants	"SPED Services-ABS Course,	6,750.00
			Cohort & SEP Modules	
			Trainings"	
202201078	06/01/2023	G R Mechanical Plumbing and Heating, Inc.	TESTING AND FILING OF FIVE	1,243.75
			(5) RPZ'S FOR THE CITY OF ST	
			CLOUD	
202201079	06/01/2023	Amazon	Nurse supplies	71.25
202201080	06/01/2023	Amazon	Bounce house for	459.00
			Marketing/School Events	
202201081	06/01/2023	Amazon	Marketing supplies	436.96
202201082	06/01/2023	Amazon	Maintenance supplies	277.42
202201083	06/01/2023	Appliance Repair Center, Inc.	Service Call: Temp/pressure	147.00
			relief valve leaks on new	
			booster heater but can't	
			repair due to warranty	
202201084	06/01/2023	Aramark	Facility Services: Mats +	127.57
			service charge	
202201085	06/01/2023	Aramark	Facility Services: Mats +	127.57
			service charge	
202201086	06/01/2023	Aramark	Facility Services: Mats +	127.57
			service charge	
202201087	06/01/2023	WordPlay Speech and Language Services	Speech & Language Services:	4,512.50
			4/3/23-4/13/23	
202201088	06/01/2023	Integrative Education LLC	OTR Services: 5/3-5/10/23	855.00
			(9.5 hrs @ \$90/hr)	
202201089	06/01/2023	Eckroth Music	Snark Tuner Chromatic Clip On	23.40
202201090	06/01/2023	Shred Right	Shred Box (May)	59.46
202201091	06/01/2023	Hillyard Inc	Account #343829: Building	834.60
			maintenance supplies	
202201092	06/01/2023	Ecolab Inc	Contract #1001170015 - Rental	270.00
			5/13/23-6/12/23	
202201093	06/01/2023	The Home Depot Pro	Facility Supplies (sales tax	73.31
			exempt)	
202201094	06/01/2023	The Home Depot Pro	Facility Supplies (sales tax	39.67
			exempt)	
202201095	06/01/2023	The Home Depot Pro	Facility Supplies (sales tax	33.93
			exempt)	
202201096	06/01/2023	Xcel Energy	Electricity (3/25/23-4/23/23)	13,419.36

CHECK			INVOICE	
NUMBER	CHECK DATE	VENDOR	DESCRIPTION	TRUOMA
			& Natural Gas	
			(3/26/23-4/24/23) Services	
202201097	06/01/2023	Xcel Energy	Electricity (4/23/23-5/22/23)	13,455.00
			& Natural Gas	
			(4/24/23-5/23/23) Services	
202201098	06/01/2023	Vanguard Cleaning Services of Minnesota	Monthly Cleaning Service -	8,262.00
			April 2023 (4/1-4/30/23)	
202201099	06/01/2023	Marco Technologies LLC	Cont# CN201622-01 Acct#AA174	5,755.26
			Base Rate 5/14/23-6/13/23	
202201100	06/01/2023	A'viands LLC	April Food Service	28,735.02
		IXL Learning	IXL Professional Learning	595.00
200002202	,,	•	Services & Site License	
202201102	06/15/2023	Further	Payroll accrual	444.25
		Horace Mann	Payroll accrual	200.00
		Horace Mann	Payroll accrual	395.00
		Horace Mann	Payroll accrual	654.72
		Internal Revenue Service	Payroll accrual	11,033.50
		Internal Revenue Service	Payroll accrual	220.00
		Internal Revenue Service	Payroll accrual	11,092.44
202201101	, ,	Internal Revenue Service	Payroll accrual	2,594.18
		Internal Revenue Service	Payroll accrual	11,092.44
		Internal Revenue Service	Payroll accrual	2,594.18
		MN Child Support Pymt Ctr	Payroll accrual	324.00
			Payroll accrual	7,061.56
		MN Dept of Revenue	Payroll accrual	110.00
		MN Dept of Revenue	Payroll accrual	4,747.25
	06/15/2023		Payroll accrual	5,477.65
	06/15/2023		Payroll accrual	8,258.92
	06/15/2023		Payroll accrual	9,415.10
	06/15/2023		Credit Card Payment AP	32.39
202201109	06/15/2023	Office Depot	Invoice.	32.33
				201.52
202201110	06/15/2023	JazzhR	Credit Card Payment AP	201.32
			Invoice.	516.19
202201111	06/15/2023	24HourWristbands.com	Credit Card Payment AP	310.19
			Invoice.	263.26
202201112	06/15/2023	Sam's Club	Credit Card Payment AP	203.20
			Invoice.	77.46
202201113	06/15/2023	Adobe	Credit Card Payment AP	//.46
			Invoice.	225.00
202201114	06/15/2023	Skatin Place	Credit Card Payment AP	296.00
			Invoice.	
202201115	06/15/2023	GIA Publications Inc	Credit Card Payment AP	74.65
			Invoice.	
202201116	06/30/2023	Bremer Bank	Analysis Service Fee	15.50
202201117	06/30/2023	Further	Participant Fee	81.00
202201118	06/30/2023	Gravie	Health Insurance	14,847.59
			Totals for checks	296,883.72

Page:1

7:48 AM

		Description	Amount	Total
06/30/2023	01 R 005 000 401 400 000	FY22-23 FIN 401 Draw FY22-23 FIN 401 Draw	38,607.29	
06/30/2023	01 R 005 000 401 400 000	FY22-23 FIN 401 Draw	13,084.07	
06/30/2023	01 R 005 000 414 400 000	FY22-23 FIN 414 Draw	6,140.86	
	01 R 005 000 160 400 012		85,423.21	
06/30/2023	01 R 005 000 372 071 000	SPED 3rd Party Billing - IEP Services CO	541.55	
06/30/2023	01 R 005 000 419 400 000	FY22-23 FIN 419 Draw	16,480.39	
06/30/2023	01 R 005 000 425 400 000	FY22-23 FIN 425 Draw	9,090.78	
06/30/2023	01 R 005 000 143 400 011	FY22-23 FIN 143 Draw	5,052.86	
06/30/2023	01 R 005 000 401 400 000	FY22-23 FIN 400 Draw	23,680.19	
06/30/2023	01 R 005 000 160 400 012	FY22-23 FIN 160 Draw	91,069.09	
06/30/2023	01 R 005 000 425 400 011	FY22-23 FIN 425 Draw	2,994.13	
06/30/2023	02 R 005 770 701 471 000	FY23 HHFKA Lunch CFDA	557.52	
06/30/2023	02 R 005 770 701 472 000	FY23 Free & Reduced Lunches Funds	23,791.48	
06/30/2023	02 R 005 770 701 471 000	FY23 Reg Lunch CFDA Funds	5,505.51	
06/30/2023	02 R 005 770 705 476 000	FY23 Breakfast CFDA Funds	13,128.76	
06/30/2023	02 R 005 770 705 300 000	FY23 Reg Lunch CFDA Funds FY23 Breakfast CFDA Funds FY22-23 State School Breakfast Funds FY22-23 State School Lunches Funds	114.95	
06/30/2023	02 R 005 770 701 300 000	FY22-23 State School Lunches Funds	871.12	
06/30/2023	01 R 005 000 372 071 999	FY22-23 SPED Education Tuition Bill	1,209.41	
06/30/2023	01 R 005 000 348 300 000	FY22-23 Charter School Lease Aid	256,626.80	
06/30/2023	01 R 005 000 348 300 000	FY22-23 Charter School Lease Aid	202,301.65	
06/30/2023	01 R 005 000 000 317 000	FY22-23 Long Term Facility Maintenance A	55,242.32	
06/30/2023	01 R 005 000 420 400 000	FY22-23 FIN 420 Draw	82.45	
06/30/2023	01 R 005 000 425 400 000	FY22-23 FIN 425 Draw	1,897.87	
06/30/2023	01 R 005 000 414 400 000	FY22-23 FIN 414 Draw	2,191.83	
06/30/2023	01 R 005 000 401 400 000	FY22-23 FIN 401 Draw	11,350.44	
06/30/2023	01 R 005 000 160 400 012	FY22-23 FIN 160 Draw	40,228.14	
06/30/2023	01 R 005 000 159 400 011	FY22-23 FIN 159 Draw	843.22	
06/30/2023	01 R 005 000 169 400 011	FY22-23 FIN 169 Draw	9,975.00	
06/30/2023	01 R 005 000 372 071 999	FY22-23 SPED Education Tuition Bill	-1,209.41	
06/30/2023	01 A 121 00	FY22-23 SPED Education Tuition Bill Rental: Reach-Up	1,209.41	
06/30/2023	01 R 005 000 000 093 000	Rental: Reach-Up	750.00	
06/30/2023	01 R 005 000 000 093 000	Rental: Reach-Up	750.00	
06/30/2023	01 R 005 000 000 096 000	Box Tops for Education	17.60	
06/30/2023	01 E 005 810 000 350 000	Rental: Reach-Up Rental: Reach-Up Box Tops for Education Aramark-Sales tax refund Coborn's More Rewards Messerli & KramerJohnathan Echolds Gar	19.44	
06/30/2023	01 R 005 000 000 096 000	Coborn's More Rewards	279.82	
06/30/2023	01 R 005 000 000 099 000	Messerli & KramerJohnathan Echolds Gar	15.00	
06/30/2023	01 R 005 000 000 092 000	Bremer Interest Income	8.21	

Total for Cash Receipts

919,951.57

+102.p 38-4	Athlos Academy of St Cloud, MN	08/09/23	Page:1
3 06 00 03	Board Journal Entries (Dates: 06/01/2023 - 06/30/2023)		7:49 AM

		Quick Key		
Move from ORG 010 to 005	00.0	123683.75	01 E 010 030 000 110 000	06/15/2023
	123683.75	00.0	01 E 005 030 000 110 000	06/15/2023
Move from ORG 010 to 005	00.00	9195.31	01 E 010 030 000 210 000	06/15/2023
Move from ORG 010 to 005	9195.31	0.00	01 E 005 030 000 210 000	06/15/2023
Move from ORG 010 to 005	00.0	10574.95	01 E 010 030 000 218 000	06/15/2023
	10574.95	00.0	01 E 005 030 000 218 000	06/15/2023
Move from ORG 010 to 005	00.00	5050.00	01 E 010 030 000 220 000	06/15/2023
Move from ORG 010 to 005	5050.00	00.00	01 E 005 030 000 220 000	06/15/2023
0.00 Totals	als for 22-00047			
Move to 010.203.163.185.012	0.00	2230.00	01 E 005 030 163 110 012	06/15/2023
Move to 010.203.163.185.012	2230.00	00.00	01 E 010 203 163 185 012	06/15/2023
	00.00	2201.05	01 E 005 050 163 110 012	06/15/2023
to	2201.05	0.00	01 E 010 203 163 185 012	06/15/2023
t t	00.00	5870.00	01 E 005 105 163 110 012	06/15/2023
Move to 010.203.163.185.012	5870.00	00.00	01 E 010 203 163 185 012	06/15/2023
Move from OBJ 161 to 186	00.0	1245.93	01 E 010 203 163 161 012	06/15/2023
Move from OBJ 161 to 186	1245.93	00.00	01 E 010 203 163 186 012	06/15/2023
0.00 Totals	als for 22-00048			
BerganKDV-Financial management & account	3250.00	00.00	50 E 005 113 000 305 000	06/30/2023
Due to/Due From Bldg Co	00.00	3250,00	50 L 205 00	06/30/2023
	als for 22-00049			
Record value of commodities	0.00	28528.50	02 R 005 770 701 474 000	06/30/2023
Record value of commodities	28528.50	00.00	02 E 005 770 701 491 000	06/30/2023
0.00	Totals for 22-00050			
To record py over/unders Gen Ed	1039.35	0.00	01 A 121 00	06/30/2023
To record py over/unders Gen Ed	00.00	1039.35	01 R 005 000 000 211 999	06/30/2023
record py	9283.19	0.00	01 A 121 00	06/30/2023
	00.00	9283.19	01 R 005 000 740 360 999	06/30/2023
To record py over/unders Lease Aid	1287.72	00.0	01 A 121 00	06/30/2023
To record py over/unders Lease Aid	00.00	1287.72	01 R 005 000 348 300 999	06/30/2023
To record py over/unders EL Cross Subsid	00.00	1.83	01 A 121 00	06/30/2023

	Description	Debit	Credit Account Quick Rey	Acct Nbr		Post Date
22-00051	To record py over/unders LIFM	00.00	6.60	01 A 121 00	00	06/30/2023
22-00051	To record py over/unders LTFM	6.60	00.00	01 R 005 000 000 317 999	000 317 999	06/30/2023
	0.00 Totals for 22-00051	or 22-00051				
22-00052	SYH Athlos Academy Invoice # 09.30.22-Ad	00.00	4175.00	50 E 005 110 000 305 000	000 302 000	06/30/2023
22-00052	SYH Athlos Academy Invoice # 09.30.22-Ad	4175.00	0.00	50 A 131 00	00	06/30/2023
	0.00 Totals for 22-00052	or 22-00052				
22-00053	To correct Gravie 06.16.23 Health Insura	00.00	14847.59	01 L 215	10	06/30/2023
22-00053	To correct Gravie 06.16.23 Health Insura	14847.59	00.0	01 A 131	00	06/30/2023
	0.00 Totals for 22-00053	or 22-00053				
22-00054	Refund of payment to Brandon Morris Invo	107.00	0.00	01 A 115	00	06/30/2023
22-00054		00.00	107.00	01 E 010 260 000 430 000	000 430 000	06/30/2023

Page:2 7:49 AM

08/09/23

Athlos Academy of St Cloud, MN Board Journal Entries (Dates: 06/01/2023 - 06/30/2023)

3frdt102.p 38-4 05.23.06.00.03

0.00 Total for Journal Entries



District 4250-07

Financial Report July 2023



# Athlos Academy of St. Cloud

## St. Cloud Minnesota

# Financial Report

## **Table of Contents**

Executive Summary	Page 2
Dashboard	Page 3
Balance Sheet	Page 5
Statement of Revenues and Expenditures	Page 6
Cash Flow Projection	Page 11

The estimates shown on this report are prepared using both the school's estimates and consultants estimates and are prepared for internal use only. This report has not been compiled, reviewed or audited and should not be relied upon for other uses.

#### Athlos Academy of St. Cloud St. Cloud, Minnesota July 2023 Financial Report Executive Summary

#### **Summary of Key Financial Indicators**

Average Daily Membership (ADM) Overview –

Approved Budget: 600Actual: n/a

- \* The approved budget projects a surplus for the year of \$440,194, which would bring our fund balance to \$1,630,247, or 17.6% of total expenditures.
- \* Debt Service Coverage

Required: 110%Projected: 129%

\* Days Cash on Hand

Required: 45 daysProjected: 45 days

#### **Financial Report Key Points**

- \* As of month-end, 8% of the year was complete.
- \* Revenues received at end of the reporting period 10%
- \* Expenditures disbursed at end of the reporting period 6%
- \* Cash Balance as of the reporting period is \$985,794.
- \* Prior Year state aids receivable represents the amount owed to the school for the 22-23 school year. The amount should decrease during the year to show the balance is getting paid down.
- \* Current year state aids are being estimated for the 10% holdback at \$138,311.
- \* Federal receivable represents amounts that have been spent and is waiting for applications to be approved and funds to be drawn.
- \* Accounts payable represents invoices due relating to this month but are paid after month end.

#### Other Items

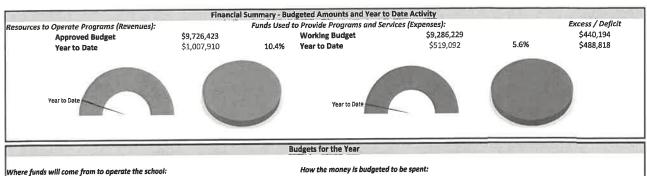
\* The FY23 audit is scheduled for September 25-27.

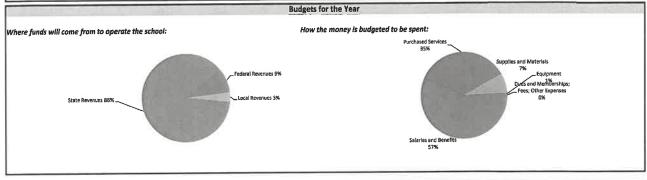
#### **Supplemental Information**

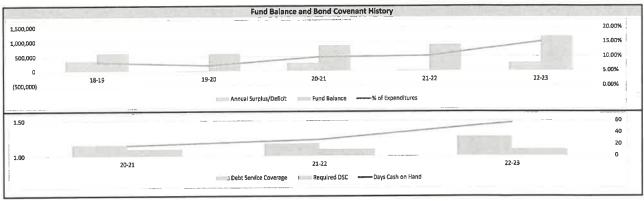
\* Supplemental information is provided that shows checks written, receipts posted, journal entries completed for the current month. Cash flow projections are also provided.

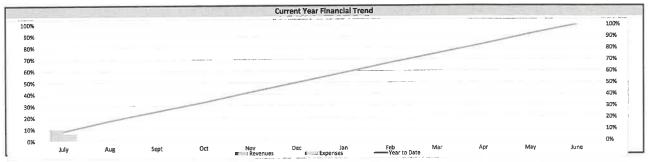
Please contact Jenny Abbs at <u>ienny.abbs@bergankdv.com</u> or 952-563-6835 should you have questions related to the financial report.

#### Athlos Academy of St. Cloud St. Cloud MN Financial Report Dashboard As of June 30, 2023

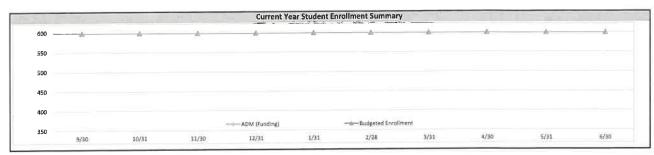


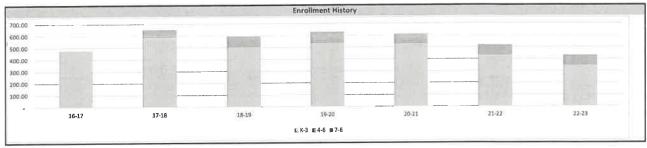


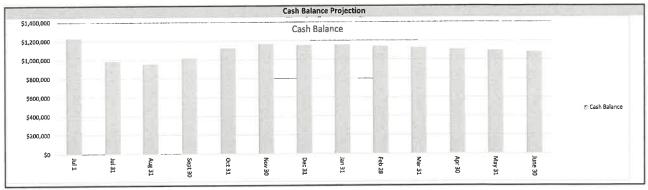




Athlos Academy of St. Cloud St. Cloud MN Financial Report Dashboard As of June 30, 2023







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.

### Athlos Academy of St. Cloud Balance Sheet July 31, 2023

	U	Jnaudited			
		Balance		Balance	
	Ju	ne 30, 2023	July 31, 2023		
Assets					
Cash	\$	1,230,437	\$	985,794	
Accounts Receivable		-		0	
Due from Building Company		6,500		6,500	
Prior Year State Aids Receivable		289,139		258,075	
Current Year State Aids Receivable (estimate)		-		138,311	
Federal Aids Receivable		119,197		317,268	
Prepaid Expenditures		12,290		25,848	
			-		
Total Assets	\$	1,657,563	\$	1,731,796	
<b>Liabilities and Fund Balance</b> Liabilties					
Salaries and Wages Payable	\$	252,498	\$	36,003	
Accounts Payable	,	181,049	•	11,749	
Payroll Deductions and Contributions		33,963		5,173	
Deferred Revenue				0	
Total Liabilities	\$	467,510	\$	52,925	
Fund Balance					
Beginning Fund Balance	\$	1,190,053	\$	1,190,053	
Change in Fund Balance				488,818	
Total Fund Balance	\$	1,190,053	\$	1,678,871	
Total Liabilities and Fund Balance	\$	1,657,563	\$	1,731,796	

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.

, , , , , , , , , , , , , , , , , , , ,					
	_		_		8%
		FY24 Approved	Year to Date Activity		% of
		Budget			Budget
K-5 ADM	l	600		n/a	
Total All Funds					
Revenues					
State Revenues	Ş	8,554,155	\$	712,846	8%
Federal Revenues		845,743		203,909	24%
Local Revenues		10,625		91,155	858%
Food Service Revenues		315,900		0	0%
Total Revenues	5	9,726,423	\$	1,007,910	10%
Check #	#	9,726,423		1,007,910	
Expenditures					
Salaries and Benefits	Ş	5,248,382	\$	291,266	6%
Purchased Services		3,265,367		188,579	6%
Supplies and Materials		684,194		27,746	4%
Equipment		60,154		11,500	19%
Dues, Memberships & Taxes		28,132		0	0%
Total Expenditures		9,286,229	\$	519,092	6%
Check	#	9,286,229		519,092	
Net effect of Operations, All Funds		\$ 440,194	\$	488,818	
Beginning Fund Balance		\$ 1,190,053			
Ending Fund Balance		\$ 1,630,247			
Fund Balance % of Expenditures	s ==	17.6%			
•					

As of July 51, 20	23				8%
	FY	24 Approved Year to Date Budget Activity			
K-5 ADN	1	600	n/a		Budget
General Fund - 01			·	•	
Revenues					
State Revenues					
General Education Aid	\$	5,944,206	\$	574,536	10%
Building Lease Aid		788,400		0	0%
Special Education Aid		1,673,848		0	0%
Literacy Incentive Aid		43,632		0	0%
LT Facilities Maint Aid		79,200		0	0%
Land Endowment Fund		24,869		0	0%
Estimated state holdback amount		n/a		138,311	n/a
<b>Total State Revenues</b>	3	8,554,155		712,846	8%
Federal Revenues					
Federal Special Ed, 419	\$	132,000	\$	457	0%
Federal Special Ed, 420	Ψ.	100	*	-	0%
Federal Special Ed, 425		41,800		2,513	6%
Federal Title I, 401		212,294		6,477	3%
Federal Title II, 414		18,785		27,057	144%
Federal Title III, 417		33,100		-	0%
Federal Title IV, 433		15,228		-	0%
REAP Grant		14,662		_	0%
CARES/ESSER Act Funding 160		148,304		10,421	7%
CARES/ESSER Act Funding 161		229,470		156,984	68%
Total Federal Revenues		845,743		203,909	14%
Local Revenues					
Erate Revenue	\$	1,500	Ś	_	0%
Fees from Patrons - Uniforms & Planners	Υ	-	T	_	0%
Rental Income		5,050		_	0%
Interest Revenue		75		39	51%
Medical Assistance		4,000		-	0%
Contributions and Gifts, Grants		.,550		_	0%
Other Receipts		_		91,116	0%
Total Local Revenues		10,625		91,155	858%
Total Revenues	\$	9,410,523	\$ 1,	.007,910	11%

# Athlos Academy of St. Cloud Statement of Revenue and Expenditures As of July 31, 2023

	A3 01 July 31, 202.	,				8%
	1	FY:	24 Approved	Υ	ear to Date	% of
			Budget		Activity	Budget
	K-5 ADM		600		n/a	
					•	
Expenditure	S					
100's	Salaries and wages	\$	2,657,346	\$	78,354	3%
200's	Benefits		704,751		23,377	3%
	Salary and Benefit Accrual (estimated)					
	Total Salaries and Benefits		3,362,097		101,731	3%
305	Contracted Services	\$	193,226	\$	15,288	8%
303	Management Fees - Athlos Leadership Corp.		359,270		0	0%
315	Technology Repairs and Maintenance		70,339		5,755	8%
320	Communications Services		36,958		2,577	7%
329	Postage		1,530		0	0%
330	Utilities		284,740		1,923	1%
340	Property and Liability Insurance		40,800		0	0%
350	Repairs and Maintenance		80,000		0	0%
720-360	Student Transportation		7,000		0	0%
366	Travel and Conferences		5,100		0	0%
369	Field Trip Admissions and Transportation		11,400		0	0%
348-570	Building Lease Expense		1,615,071		134,103	8%
335	Short Term Rentals		1,020		0	0%
401	Office Supplies/General Supplies		55,100		178	0%
810-401	Maintenance Supplies		60,384		1,237	2%
405	NonInstructional Software		114,400		12,099	11%
406/506	Instructional Software		24,100		0	0%
430/460	Instructional Supplies/Curriculum		48,300		0	0%
455/456	Technology Supplies		28,400		40	0%
461	Standardized Tests		8,500		5,125	60%
490	Food		7,100		0	0%
530	Furniture and Other Equipment		10,000		8,464	85%
55/466/555/55	Technology Equipment		30,000		464	2%
560	Tech Leases		20,154		2,572	13%
580	Capital Lease		_		Ó	0%
820	Dues and Memberships		28,132		0	0%
C300	Sports		3,000		0	0%
899	Misc. Expenses		-		0	0%
099	Wilse, Experises				ū	

## Athlos Academy of St. Cloud Statement of Revenue and Expenditures As of July 31, 2023

				8%
		FY24 Approved	Year to Date	% of
		Budget	Activity	Budget
			-	
	K-5 ADM	600	n/a	
	State Special Ed / ESY			
100's	Salaries	1,093,572	16,132	1%
200's	Benefits	275,874	2,615	1%
	Salary and Benefit Accrual (estimated)	-	-	
	Total Salaries and Benefits	1,369,446	18,747	1%
300's	Contracted Services	331,200	0	0%
400's	Supplies	3,600	0	0%
F723	Transportation	56,800	1,418	3%
F728	Homeless Transportation	900	0	0%
	Federal Special Ed, 419	132,000	457	0%
	Federal Special Ed, 420	100	0	0%
	Federal Special Ed, 425	41,800	2,513	6%
	Federal Title I, 401	212,294	6,477	3%
	Federal Title II, 414	18,785	27,057	144%
	Federal Title III, 417	33,100	0	0%
	Federal Title IV, 433	15,228	0	0%
	CARES/ESSER Funding 160			
	Salaries	136,309	8,654	6%
	Benefits	11,996	1,767	15%
	CARES/ESSER Funding 161			
	Salaries	21,836	127,940	586%
	Benefits	5,509	19,977	363%
	Curriculum	-	9,067	0%
	Medical Assistance Sped Costs	4,000	0	0%
Tota	l Expenditures	\$ 8,901,024	\$ 515,632	6%
	Net effect of Operations, General Fund	\$ 509,499	\$ 492,278	
	Transfer out to Food Service Fund	-	-	
Rogi	nning Fund Balance	795,970		-
_	ng Fund Balance	\$ 1,305,469		
Litai	Fund Balance % of Expenditures	14.7%		:
	runu balance % oi expenditures	14.770		

8%

# Athlos Academy of St. Cloud Statement of Revenue and Expenditures As of July 31, 2023

						8%
		F	Y24 Approved	,	Year to Date	% of
		L	Budget		Activity	Budge
	K-5 ADM	1	600		n/a	
ood Ser	vices Fund - 02					
Reve	enues					
	Federal and State Revenue	\$	294,400		0	0%
	Commodities		21,400		0	0%
	Sales of Breakfast and Lunch (Adult meals)		100		0	0%
	Total Revenues	\$	315,900	\$		0%
Ехре	enditures					
-	Salaries and Benefits	\$	53,895		3,459	6%
	Food and Milk		294,400		0	0%
	Commodities		21,400		0	0%
	Supplies and Equipment		15,510		0	0%
	Total Expenditures	\$	385,205	\$	3,459	1%
	Net effect of Operations, Food Service	\$	(69,305)	\$	(3,459)	
	Transfer In for Operations from Gen Fund	 d	-		_	
	Beginning Fund Balance		213,614			
	Ending Fund Balance	\$	144,309			

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

# Athlos Academy of St. Cloud Cash Flow Projection Summary 2023-2024 School Year

	N THE	Cash	Cash Inflows (Revenues)	inues)			Cash Outflows (Expenditures)	(Expenditur	(se.	
Period				Prior Year			Building			
Endina	State Aid	Federal Aid	Other	State/Federal		Salaries	Lease	Other	Total	
>	Payments	Payments	Revenue	Holdback	Total Receipts	Net Paid	Payments	Expenses	Expenditures	Cash Balance
June 30			Begin	jinning Balance				Beg	Beginning Balance	1,230,437
Jul 31	574.536	0	91,155	43,438	709,129	307,120	134,103	512,548	953,771	985,794
Aug 31	647,655	0	866	79,063	727,583	317,972	134,633	304,891	757,496	955,882
Sept 30	647,655	92,931	866	77,248	818,700	317,972	134,633	304,891	757,496	1,017,086
Oct 31	647,655	92,931	866	122,501	863,953	317,972	134,633	304,891	757,496	1,123,543
Nov 30	647,655	92,931	866	61,250	802,703	317,972	134,633	304,891	757,496	1,168,749
Dec 31	647,655	92,931	866	336	741,788	317,972	134,633	304,891	757,496	1,153,041
Jan 31	647,655	92,931	866	20,417	761,869	317,972	134,633	304,891	757,496	1,157,414
Feb 28	647,655	92,931	866		741,452	317,972	134,633	304,891	757,496	1,141,370
Mar 31	647,655	92,931	866		741,452	317,972	134,633	304,891	757,496	1,125,326
Apr 30	647,655	92,931	866		741,452	317,972	134,633	304,891	757,496	1,109,282
Mav 31	647,655	92,931	866	4,083	745,535	317,972	134,633	304,891	757,496	1,097,321
June 30	647,655	92,931	866		741,452	317,972	134,633	304,891	757,496	1,081,277
Projected	7,698,740	929,314	100,679	408,336	9,137,069	3,804,813	1,615,071	3,866,345	9,286,229	
Totals	7,698,740	929,314	100,679	408,336	9,137,069	3,804,813	1,615,071	3,866,345	9,286,229	

\* State and other Receivables are assumed to be 90% of total budget for the year

\* Federal Receivables are assumed to be 80% of total budget for the year

\*\*\* Other Expenses includes Benefits (Tax Payments, PERA, TRA) and all other expenditures, assumes no payables at year-end to be conservative.

Based on MDE's estimates, may vary from School's internal estimates

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.



Athlos Academy of Saint Cloud Saint Cloud, Minnesota District 4250-07

**Supplemental Information** 

**July 2023** 



Page:1 4:09 PM

CHECK			INVOICE	
NUMBER	CHECK DATE	VENDOR	DESCRIPTION	MOUNT
1	07/28/2023	NOVA Education Consultants	Protocol Billing for December	3.60
			& January (rcvd explanation 7/24/23)	
2	07/25/2023	Abdo Eick & Meyers LLP	Review of transactions for	1,800.00
		•	the year and preparation of	
			Return of Organization Exempt	
			From Income Tax	
3	07/25/2023	Amazon	Art supplies	153.25
4	07/25/2023	Cahalan, Tracee	"Expense Reimbursement: Misc	445.45
			items, Adobe & Instaink"	
5	07/25/2023	ENA Services LLC	Internet Access - March 2023	1,850.00
5	07/25/2023	ENA Services LLC	Internet Access - June 2023	1,850.00
6	07/25/2023	Gustave A Larson Company	Maintenance supplies-pan	1,159.90
			drain gaskets and rubber traps	
7	07/25/2023	Ignite	School Advertising June 2023	5,500.00
		Klein Landscaping & Nursery, Inc.	Monthly billing of lawn care	5,109.00
-	. ,		agreement-May & June;	
			Fertilization & Weed Control	
			Application	
9	07/25/2023	Lamar Companies	School Promoting billboards	600.00
		Marco Technologies LLC	Acct#AA174 Ruckus/Brocade	750.00
		-	Network Switch Software Updates	
11	07/25/2023	Minuteman Press	Mailings & postage	3,449.00
		Northstar Bottled Water Solutions	Bottled Water Service: June	126.35
12	01/25/2025	Note in State and State an	2023	
13	07/25/2023	NOVA Education Consultants	SPED Services	1,050.00
		Scholastic Book Fairs	Book Fair Sales	2,375.99
		Townsquare Media St Cloud	School Radio Advertising June	2,396.00
			Phone Bill: 5/31-6/30/23	326.12
		Verizon Wireless		227.61
		Witt, Heather	Misc Supplies	
18	07/25/2023	WordPlay Speech and Language Services	Speech & Language Services: 4/17/23-4/27/23	4,024.35
19	07/11/2023	A Maze'n Farmyard	Field Trip	496.00
20	07/11/2023	A'viands LLC	May Food Service	17,965.66
21	07/11/2023	Amazon	Office supplies	11.09
21	07/11/2023	Amazon	Maintenance supplies	77.88
21	07/11/2023	Amazon	Maintenance supplies	30.00
21	07/11/2023	Amazon	Marketing supplies	100.03
22	07/11/2023	Aramark	Facility Services: Mats + service charge	127.57
23	07/11/2023	Athlos Leadership of MN LLC	May 2023 School Services	28,740.67
		BerganKDV Outsourced Services	Financial management and	8,652.00
2.1	01/11/2020	202 games Caracan Control	accounting services for June	
0.5	DE /44 /000	Gitu of Ot Olave	Water & Sewer Services:	2,330.23
25	07/11/2023	City of St. Cloud	3/5/23 - 5/3/23	2,330.23
26	07/11/2023	Ecolab Inc	MIPPA Charges	400.00
27	07/11/2023	ENA Services LLC	Internet Access - May 2023	1,850.00
28	07/11/2023	ETS Health	Floor restoration services	5,572.50
			for main restrooms	
29	07/11/2023	Georgewill, Catherine	Expense Reimbursement:	284.93
			Classroom decor items	
30	07/11/2023	GIS Benefits	Misc Insurance Premiums -	4,528.67

Page:2

4:09 PM

CHECK			INVOICE	
-	CHECK DATE	VENDOR	DESCRIPTION	AMOUNT
иомым	011111111111111111111111111111111111111		June 2023	
31	07/11/2023	Hilden, Brittney	Expense Reimbursement: The	186.00
31	0,,11,001		Professional Matrix	
			subscription (May)	
32	07/11/2023	Hillyard Inc	Account #343829: Facilities	20.00
32	07/11/2023	nillyata inc	Management Clinic	
			Registration Fee (2 @ \$10	
			ea)	
22	07/11/0000	T-t	OTR Services: 5/17-5/24/23	450.00
		Integrative Education LLC	OTR Services: Reference	90.00
33	0//11/2023	Integrative Education LLC	Materials	30.00
				136.92
34	07/11/2023	LaFave, Stephanie	Expense Reimbursement: Root	130.52
			beer float supplies for MS	2 775 00
		Lamar Companies	School Promoting billboards	3,775.00
36	07/11/2023	Lidstrom-Diede, Jada	Expense Reimbursement: Uber	16.86
			ride home for student	
37	07/11/2023	Marco	Copiers Agreement	1,479.24
			#016-1573824 <b>-</b> 000 &	
			#018-1573824-001	
38	07/11/2023	Marco Technologies LLC	"Acct#AA174 Phone Services	1,288.72
			(VM, Tech Services)	
			5/26-6/25/23"	
38	07/11/2023	Marco Technologies LLC	Cont# CN201622-01 Acct#AA174	5,755.26
			Base Rate 6/14/23-7/13/23	
39	07/11/2023	Mushel, Rachel	Exp. Reimb.: Supplies for	402.59
			students in need	
40	07/11/2023	Mycue, Sarah	Expense Reimbursement: Glow	173.64
		•	Day supplies	
41	07/11/2023	Northstar Bottled Water Solutions	Bottled Water Service: May	123.60
			2023	
42	07/11/2023	NOVA Education Consultants	SPED Services	335.00
42	07/11/2023	NOVA Education Consultants	SPED Services	487.50
	07/11/2023		Treated kitchen/serviced bait	260.00
	.,,,		stations (tin cats and	
			exterior)	
44	07/11/2023	Palmer Bus Service of St. Cloud	May 2023 Field Trip	563.57
	07,11,1020		Transportation	
4.5	07/11/2023	Service Lighting/Lightbulbs.com	Light bulbs	288.79
		Sped Forms	"SpEd Forms, MA Forms"	2,591.98
		The Home Depot Pro	Facility Supplies (sales tax	5.92
4 /	07/11/2023	The nome bepot 110	exempt)	
47	07/11/2022	The Home Depot Pro	Facility Supplies (sales tax	24.58
4 /	07/11/2023	The nome bepor FIO	exempt)	
	07/11/0000	War ward Cleaning Services of Minnesota	Monthly Cleaning Service -	2,754.00
48	07/11/2023	Vanguard Cleaning Services of Minnesota	June 2023 (6 days)	2,70100
				323.12
		Verizon Wireless	Phone Bill: 5/1-5/30/23	
		Witt, Heather	Misc Supplies	57.92
		WM Corporate Services Inc.	Dumpster Service (June)	1,733.38
52	07/11/2023	WordPlay Speech and Language Services	Speech & Language Services:	4,184.75
			5/01/23-5/11/23	
52	07/11/2023	WordPlay Speech and Language Services	Speech & Language Services:	2,902.25
			5/15/23-5/26/23	
52	07/11/2023	WordPlay Speech and Language Services	Speech & Language Services:	280.25
			5/30/23-6/02/23	
53	07/11/2023	3 Xcel Energy	Electricity (5/22/23-6/21/23)	19,574.31
			r Matural Gas	

& Natural Gas

Page: 3

4:09 PM

INVOICE CHECK AMOUNT DESCRIPTION NUMBER CHECK DATE VENDOR (5/23/23-6/22/23) Services 166.78 Exp. Reimb.: Misc supplies 54 07/11/2023 Young, Jodi General office supplies 177.63 55 07/25/2023 Amazon -77.88 Credit for maintenance 55 07/25/2023 Amazon supplies--INV #19NK-X6FL-HVGG 695.97 GenEd & SPED Walkies 55 07/25/2023 Amazon 39.99 IT supplies 55 07/25/2023 Amazon 90.73 Maintenance supplies 55 07/25/2023 Amazon Financial management and 8,912.00 56 07/25/2023 BerganKDV Outsourced Services accounting services for July 2023 8,464.32 Building maintenance-install 57 07/25/2023 Building Material Supply Inc new bathroom stalls & labor 400.00 MIPPA Charges 58 07/25/2023 Ecolab Inc 270.00 Contract #1001170015 - Rental 58 07/25/2023 Ecolab Inc 7/13/23-8/12/23 4.315.79 Misc Insurance Premiums -59 07/25/2023 GIS Benefits August 2023 238.00 Teledoc App (July 2023) 60 07/25/2023 Healthiest You c/o Teladoc Inc Account #343829: Building 1,224.57 61 07/25/2023 Hillyard Inc maintenance supplies Copiers Agreement 2,019.56 62 07/25/2023 Marco #016-1573824-000 & #018-1573824-001 Cont# CN201622-01 Acct#AA174 5,755.26 63 07/25/2023 Marco Technologies LLC Base Rate 7/14/23-8/13/23 -1,288.72 "Credit for 58725 that was 63 07/25/2023 Marco Technologies LLC double paid--Acct#AA174 Phone Services (VM, Tech Services) 6/26-7/25/23" 4,120.00 Pre-trailer advertisement & 64 07/25/2023 Marcus Corporation creative processing fee 225.00 SPED Services 65 07/25/2023 NOVA Education Consultants MAP Growth Software 5,125.00 66 07/25/2023 NWEA Postage Meter Rental: 105.00 67 07/25/2023 Pitney Bowes Inc. 8/6/23-11/5/23 5,067.36 Summer School Curriculum 68 07/25/2023 Savvas Learning Company Summer School Curriculum 4,000.00 68 07/25/2023 Savvas Learning Company 8,816.00 Workers Comp Insurance -69 07/25/2023 SFM Policy #: 74590.209 1,923.44 70 07/25/2023 WM Corporate Services Inc. Dumpster Service (July) 24,900.00 Elementary Core Course 4 day 71 07/11/2023 Center For Responsive Schools, Inc. Workshop 8/7-8/10/23 & 1 day Observation & Feedback Workshop 10/10/23 Contract #1001170015 - Rental 270.00 72 07/11/2023 Ecolab Inc 6/13/23-7/12/23 Misc Insurance Premiums -4,262.07 73 07/11/2023 GIS Benefits July 2023 FY24 - Skyward Hosting 3,000.00 74 07/11/2023 Integrated Systems Corp. Services "Acct#AA174 Phone Services 2,577.44 75 07/11/2023 Marco Technologies LLC (VM, Tech Services) 6/26-7/25/23"

76 07/11/2023 Skyward Accounting Dept

8.897.70

FY24 Financial Management

Core Licenses

Page:4 4:09 PM

CHECK			INVOICE	
NUMBER	CHECK DATE	VENDOR	DESCRIPTION	AMOUNT
6221	07/01/2023	Further	Payroll accrual	381.75
6222	07/01/2023	Horace Mann	Payroll accrual	200.00
6222	07/01/2023	Horace Mann	Payroll accrual	395.00
6222	07/01/2023	Horace Mann	Payroll accrual	654.71
6223	07/01/2023	Internal Revenue Service	Payroll accrual	7,476.77
6223	07/01/2023	Internal Revenue Service	Payroll accrual	220.00
6223	07/01/2023	Internal Revenue Service	Payroll accrual	9,159.62
6223	07/01/2023	Internal Revenue Service	Payroll accrual	2,142.16
6223	07/01/2023	Internal Revenue Service	Payroll accrual	9,159.62
6223	07/01/2023	Internal Revenue Service	Payroll accrual	2,142.16
6224	07/01/2023	MN Child Support Pymt Ctr	Payroll accrual	207.36
6225	07/01/2023	MN Dept of Revenue	Payroll accrual	5,398.14
6225	07/01/2023	MN Dept of Revenue	Payroll accrual	110.00
6226	07/01/2023	PERA	Payroll accrual	3,064.32
6226	07/01/2023	PERA	Payroll accrual	3,535.80
	07/01/2023		Payroll accrual	7,851.44
	07/01/2023		Payroll accrual	8,950.58
	07/17/2023		Credit Card Payment AP	77.46
0220	57, 27, 2020		Invoice.	
6228	07/17/2023	PARTY CITY	Credit Card Payment AP	201.80
0220	07/17/2025		Invoice.	
6229	07/17/2023	Spotify	Credit Card Payment AP	0.00
0220	07/17/2023	Spotti	Invoice.	
6000	07/21/2023	MN Dept of Revenue	2023 Q2 Sales Tax Retu	rn 115.00
6229	07/31/2023	MN Dept of Kevende	(April-June)	
000000001	07/14/2023	Eurthon	Payroll accrual	329.67
			Payroll accrual	200.00
		Horace Mann	Payroll accrual	395.00
		Horace Mann	Payroll accrual	667.33
		Horace Mann	Payroll accrual	16,010.27
		Internal Revenue Service	Payroll accrual	220.00
		Internal Revenue Service	Payroll accrual	14,195.10
		Internal Revenue Service	Payroll accrual	3,319.86
		Internal Revenue Service	Payroll accrual	14,195.10
		Internal Revenue Service	Payroll accrual	3,319.86
		Internal Revenue Service	Payroll accrual	324.00
		MN Child Support Pymt Ctr	Payroll accrual	9,248.99
		MN Dept of Revenue	Payroll accrual	110.00
		MN Dept of Revenue	Payroll accrual	5,500.27
	07/14/2023		Payroll accrual	6,346.49
	07/14/2023		Payroll accrual	9,800.31
	07/14/2023		•	11,064.94
	07/14/2023		Payroll accrual	
202300008	07/17/2023	JazzHR	Credit Card Payment AP	201.32
			Invoice.	381.75
	07/31/2023		Payroll accrual	381.75
		Horace Mann	Payroll accrual	
		Horace Mann	Payroll accrual	395.00
		Horace Mann	Payroll accrual	827.33
		Internal Revenue Service	Payroll accrual	11,688.70
		Internal Revenue Service	Payroll accrual	220.00
		Internal Revenue Service	Payroll accrual	11,667.90
		Internal Revenue Service	Payroll accrual	2,728.84
		Internal Revenue Service	Payroll accrual	11,667.90
		Internal Revenue Service	Payroll accrual	2,728.84
	07/31/2023	MN Child Support Pymt Ctr	Payroll accrual	324.00
		MN Dept of Revenue Planning	Payroll accrual	7,178.32

Page:5

4:09 PM

Athlos Academy of St Cloud, MN Board Check Register Report (Dates: 07/01/23 - 07/31/23)

INVOICE CHECK AMOUNT DESCRIPTION NUMBER CHECK DATE VENDOR 110.00 Payroll accrual 202300013 07/31/2023 MN Dept of Revenue 4,914.38 202300014 07/31/2023 PERA Payroll accrual Payroll accrual 5,670.46 202300014 07/31/2023 PERA Payroll accrual 9,034.22 202300015 07/31/2023 TRA 10,200.01 Payroll accrual 202300015 07/31/2023 TRA 77.00 Monthly subscription fees 202300016 07/31/2023 Bill.com 134,103.13 Rent due for July 2023 per 202300017 07/31/2023 US Bank Trust lease agreement Employer Fees 1,375.00 202300018 07/31/2023 Gravie 15.50 Analysis Service Fee 202300019 07/31/2023 Bremer Bank 81.00 Participant Fee 202300020 07/31/2023 Further 14,847.59 Health Insurance-August 202300021 07/31/2023 Gravie Totals for checks 646,651.28

Page:1 3:57 PM

Post Date	Acct Nbr		Description	Amount	Total
07/31/2023	01 R 005	000 000 211 000	FY23-24 General Education Aid	287,612.72	
07/31/2023	01 R 005	000 000 211 000	FY23-24 General Education Aid	286,923.01	
07/31/2023	01 A	121 00	FY22-23 Charter School Lease Aid	30,984.12	
07/31/2023	01 A	125 00	SPED 3rd Party Billing - IEP Services CO	987.38	
07/31/2023	02 A	122 00	FY23 HHFKA Lunch CFDA	45.36	
07/31/2023	02 A	122 00	FY23 Free & Reduced Lunches Funds	1,936.64	
07/31/2023	02 A	122 00	FY23 Reg Lunch CFDA Funds	447.93	
07/31/2023	02 A	122 00	FY23 Breakfast CFDA Funds	1,057.81	
07/31/2023	02 A	121 00	FY22-23 State School Breakfast Funds	9.35	
07/31/2023	02 A	121 00	FY22-23 State School Lunches Funds	70.87	
07/31/2023	01 A	125 00	SPED 3rd Party Billing - IEP Services CO	1,362.65	
07/31/2023	01 A	115 00	Refund of payment to Brandon Morris Invo	107.00	
07/31/2023	01 A	115 00	FY23 Cash box	13.50	
07/31/2023	01 A	115 00	FY23 Scholastic Book Fairs-Spring 2023 r	2,375.99	
07/31/2023	01 R 005	000 000 099 000	IRS ERC Check	91,116.14	
07/31/2023	01 A	115 00	Service Lighting/Lightbulbs.com refund	738.74	
07/31/2023	01 A	115 00	FY23 Yearbooks	506.00	
07/31/2023	01 A	115 00	FY23 1st Grade Field Trip fees	789.70	
07/31/2023	02 A	115 00	FY23 Lunch	5.00	
07/31/2023	01 A	115 00	FY23 Valentine's Day flowers	465.03	
07/31/2023	01 A	115 00	FY23 Recorders	95.00	
07/31/2023	01 A	115 00	FY23 Locker & table sales	1,440.00	
07/31/2023	01 R 005	000 000 092 000	Bremer Interest Income	8.22	
			Total for Cash Receipts	709,128.51	



Athlos Academy St. Cloud, Minnesota District #4250-07

Finance Committee Meeting Minutes August 24, 2023 8:00AM

Topic: Finance Meeting https://us06web.zoom.us/j/83018564749?pwd=QVZIZFUxcVFPcFNVdmR5bktvejJpQT09

Time: August 24, 2023 08:00 AM Central Time (US and Canada)

Agenda	Discussion	Minutes:
Welcome and Call to Order  a. Call to order	Pat King	Present: Jenny A. or Designee Pat King Jennifer Geraghty Kerin Helmke
1.Existing Business a.Financial Review	Pat King/Designee  a. Jenny Abbs  or Designee	Summary of Key Financial Indicators  Average Daily Membership (ADM) Overview — o Approved Budget: 600 o Actual: n/a  The approved budget projects a surplus for the year of \$440,194, which would bring our fund balance to \$1,630,247, or 17.6% of total expenditures.  Debt Service Coverage o Required: 110% o Projected: 129%  Days Cash on Hand o Required: 45 days o Projected: 45 days Financial Report Key Points

As of month-end, 8% of the year was complete.

Revenues received at end of the reporting period - 10%

Expenditures disbursed at end of the reporting period - 6%

Cash Balance as of the reporting period is \$985,794.

Prior Year state aids receivable represents the amount owed to the school for the 22-23 school year. The amount should decrease during the year to show the balance is getting paid down.

Current year state aids are being estimated for the 10% holdback at \$138,311.

Federal receivable represents amounts that have been spent and is waiting for applications to be approved and funds to be drawn.

Accounts payable represents invoices due relating to this month but are paid after month end.

Other Items

The FY23 audit is scheduled for September 25-27. Supplemental Information

Supplemental information is provided that shows checks written, receipts posted, journal entries completed for the current month.

Cash flow projections were also provided.

Please contact Jenny Abbs at jenny.abbs@bergankdv.com or 952-563-6835 should you have questions related to the financial report.

2.New Business	Pat King				
N. Committee of the com					
Meeting adjourned at 8:45AM	Pat King or designee motions to adjourn the Finance Committee Meeting.				
♦ Next Finance Committee meeting: September 21, 2023 at 8:00AM					

# Athlos Academy 5303 Medication Administration

Student

Adopted: 02/23/2016

Revised: 08/21/2023

#### I. PURPOSE

The purpose of this policy is to set forth provisions for administering both prescription and non-prescription medication during the school day.

#### II. POLICY STATEMENT

Some students may require medication for chronic or short-term illness or health conditions during school hours and on school sponsored field trips. This medication enables students to remain in school and participate in their education. Although Athlos Academy of St. Cloud (AASC) believes that under normal circumstances medication should be given by a parent or guardian before or after school hours whenever possible, the school may provide administration of medication for a student in accordance with state law and AASC procedures.

#### III. REQUIREMENTS

- A. Medication may be administered only by the school health assistant or other designated school personnel.
- B. The administration of prescription and nonprescription medication at school requires a completed signed request from the student's parent or guardian. The parent or guardian must put in writing an oral request within two school days. The school may rely on an oral request until the written request is received.
- C. A written order signed by the licensed medication prescriber and the parent/guardian is required for all prescription medication. The written order must be renewed annually and whenever the medication dosage or administration changes.
- D. Prescription medication must come to school in the original container labeled for the student by a pharmacist in accordance with law, and must be administered in a manner consistent with the instructions on the label.
- E. The parent/guardian must immediately notify the school in writing of any change in the student's prescription medication administration. A new medical authorization and container label with new pharmacy instructions shall be required immediately.
- F. Nonprescription medication must come to school in the original container, marked with the student's name, and must be administered in a manner consistent with the instructions on the label. The parent/guardian must immediately notify the school in writing of any change in the student's nonprescription medication administration.
- G. For drugs or medicine used by children with a disability, administration may be as provided in the IEP, Section 504 plan or IHP.

- H. All medication administered at school will be documented in accord with Athlos Leadership Academy procedures.
- I. Prescription and nonprescription medications are not to be carried by the student, but will be kept in the school health office. Exceptions to this requirement are: (1) prescription asthma medications self-administered with an inhaler in accord with state law and school procedures, (2) a secondary student's possession of nonprescription pain relievers in accord with state law and school procedures, (3) prescription epinephrine self-administered with a non-syringe injector in accord with state law and school procedures, and (4) medications administered as noted in a written agreement between the school and parent or as specified in an IEP, Section 504 plan or IHP (individual health plan).
- J. Medication should be disposed of according to school procedures at the end of each school year.
- K. Prescription Inhalers. Students with asthma or a restrictive airway disease are permitted to carry prescription inhalers to self-administer for the treatment of asthma or a restrictive airway disease when they have: (1) written parent consent to do so, (2) a licensed prescriber's order, (3) the inhaler is properly labeled for the student, and (4) the parent has submitted written verification from the prescribing professional that documents an assessment of the student's knowledge and skills to safely possess and use an asthma inhaler in the school setting.
- L. Epi-Pens. At the start of each school year or at the time a student enrolls in school, whichever is first, a student's parent, designated school staff and the prescribing medical professional must develop and implement an individualized written health plan for a student who is prescribed non-syringe injectors of epinephrine that enables the student to:
  - 1. Possess non-syringe injectors of epinephrine; or
  - 2. If the parent and prescribing medical professional determine the student is unable to possess the epinephrine, have immediate access to non-syringe injectors of epinephrine in close proximity to the student at all times during the instructional day.

For purposes of this policy, instructional day means the regular school hours on student attendance days. The plan must designate the school staff responsible for implementing the student's health plan, including recognizing anaphylaxis and administering non-syringe injectors of epinephrine when required, consistent with state law. The parent must provide properly labeled non-syringe injectors of epinephrine to the school for the student as needed.

- M. Athlos Leadership Academy will not administer medications, including herbal medicines that are not approved by the Food and Drug Administration agency.
- N. Beginning the 2023-2024 school year, Athlos Leadership Academy will obtain and possess Narcan (naloxone) to be maintained and administered by trained school staff to a student or other individual if it is determined in good faith that person is experiencing an opioid overdose.
  - 1. Athlos Leadership Academy will obtain a standing order for Narcan (naloxone) by a licensed medical prescriber and update as needed.

- 2. Stock Narcan (naloxone) will be stored in a secure location that is accessible by trained staff, clearly labeled, and monitored for expiration dates. Athlos Leadership Academy will have two doses of nasal Narcan (naloxone) available on-site.
- 3. Athlos Leadership Academy will identify appropriate staff to be trained annually in administering Narcan (naloxone).
- 4. The Good Samaritan Overdose Prevention (Minn. Stat. § 604A.04) allows "A person who is not a health care professional who acts in good faith in administering an opiate antagonist to another person whom the person believes in good faith to be suffering a drug overdose is immune from criminal prosecution for the act and is not liable for any civil damages for acts or omissions resulting from the act."
- 5. In the event that Athlos Leadership Academy must administer Narcan (naloxone), employees must contact emergency services due to the temporary effect of Narcan (naloxone) in case further medical support is necessary. Employees shall inform the building administrator that Narcan (naloxone) was administered once the emergency has ended. If the recipient of the Narcan (naloxone) is a minor, employees shall contact the parent or guardian as soon as possible after the emergency has ended to inform the parent or quardian of what transpired.
- 6. Athlos Leadership Academy will maintain the privacy of students and staff related to the administration of Narcan (naloxone) as required by law.
- O. The following exceptions apply to this policy:
  - 1. Parents/guardians must make arrangements with the school for special health treatments such as catheterization, tracheostomy suctioning, and gastrostomy feedings. Such special health treatments do not constitute administration of medicine for purposes of this policy.
  - 2. Emergency health procedures, including the emergency administration of medicine, are not subject to this policy.
  - 3. Drugs or medicine provided or administered by a public health agency to prevent or control an illness or a disease outbreak are not governed by this policy.
  - 4. A secondary student may possess and use a nonprescription pain reliever in a manner consistent with the labeling, if the school has received a yearly written authorization from the student's parent/guardian permitting the student to self-administer the medication. The school may revoke the student's privilege to possess and use nonprescription pain relievers if the school determines that the student is abusing the privilege. This provision does not apply to the possession or use of any drug or product containing ephedrine or pseudoephedrine as its sole active ingredient or as one of its active ingredients.
  - 5. Medications that are used in connection with activities that occur before or after the regular school day, other than the procedure that is in place related to field trips outside of the regular school day, are not covered by this policy.

Legal References: Minn. Stat. § 13.32 (Educational Data)

#### 5303 Medication Administration

Minn. Stat. § 121A.22 (Administration of Drugs and Medicine)

Minn. Stat. § 121A.2205 (Possession and Use of Epinephrine Auto-Injectors; Model Policy)

Minn. Stat. § 121A.2207 (Life-Threatening Allergies in Schools; Stock Supply of Epinephrine Auto-Injectors)

Minn. Stat. § 121A.221 (Possession and Use of Asthma Inhalers by Asthmatic Students)

Minn. Stat. § 121A.222 (Possession and Use of Non-prescription Pain Relievers by Secondary Students)

Minn. Stat. § 121A.224 (Opiate Antagonists)

Minn. Stat. § 151.212 (Label of Prescription Drug Containers)

Minn, Stat. § 152.01 (Definitions)

Minn. Stat. § 604A.04 (Good Samaritan Overdose Prevention)

Cross References: AASC Policy 4026 (Drug-Free Workplace / Drug-Free School)

#### **Revision History:**

03/25/19, 8/21/23

# Athlos Academy St. Cloud PUPIL TRANSPORTATION SERVICES AGREEMENT

In accordance with Minnesota Statutes, section 123(b).52, subdivision 1 or 3, this agreement is made and entered into as of the 1st day of July, 2023, by and between Athlos Academy of St. Cloud, a Minnesota nonprofit corporation, hereinafter called "District" and Palmer Bus Service of St. Cloud, Inc., a Minnesota corporation, hereinafter called "Contractor."

#### WITNESSETH

WHEREAS, District has selected Contractor to provide the pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such pupil transportation service to the District,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

#### 1. TERM

The term of this agreement shall commence July 1, 2023 and shall continue through June 30, 2025. For Purposes of this Agreement, the term "Contract Year" shall mean each one year period commencing July 1 during the term of this Agreement. In addition, the parties reserve the right to negotiate extensions to the contract.

#### 2. SCOPE OF SERVICES REQUIRED

Contractor shall, during the term of this Agreement, supply and maintain such number of school buses and personnel as are required to fulfill District's needs for pupil transportation services as described in the Specifications for Pupil Transportation Services, which is incorporated in this Agreement.

#### 3. COMPENSATION AND BILLING

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto and made a part hereof, as may be adjusted from time to time as provided herein.

#### **BASIC TRANSPORTATION**

Regular To and From Transportation Services -- Bell times AM drop-off between 6:45 AM and 7:00 AM, PM Departs no later than 2:00 PM

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto no later than 30 calendar days after the receipt of invoice.

#### Supplemental Transportation

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto for the service categories — all other school transportation services, extra-curricular and athletic trips, and activity and field trips. After verification of the statement, District shall pay the amount due to Contractor within 30 days of receipt of invoice.

#### 4. FUEL COST ADJUSTMENT

Contractor shall furnish all fuel (Diesel and Gasoline) to be used in its performance of this agreement. District agrees to pay for fuel expenses in excess of \$3.50 per gallon. All costs are calculated by the average cost of fuel per gallon for the month minus Federal taxes. Type III vehicles Federal tax would be included. Detailed invoices from the fuel provider will be submitted along with the transportation invoice. The total number of gallons used will be based on the round trip mileage from terminal to terminal of all routes as determined using the routing system, divided by an average of 6 miles per gallon.

#### 5. CONTRACTOR RESPONSIBILITIES

Upon request, Contractor shall provide the District preceding each Contract Year with a "service plan for pupil transportation services." Contractor shall work with District's Administration or designee in planning services and otherwise implementing the Agreement. The "service plan" must include at a minimum the following:

- a. list of drivers, both primary and substitutes
- b. list of bus and van equipment that will be used in providing the contract services, along with make of equipment, year of manufacture, mileage, vehicle type, passenger size, and special equipment.
- c. Staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.
- d. Insurance information required by the Agreement.
- e. Staff training plan including materials and schedule.

#### 6. RECORDS AND REPORTS

Contractor shall provide those reports and records, which may be reasonably requested by District and necessary for proper payment, for evaluation of Contractor's performance or for state and District reporting hereunder. Reports may include, but are not limited to:

- Crash Reports
- Student Discipline Reports
- Bus inspections
- Monthly or Yearly Mileage, Hour or Route Reports
- Bus Ridership Reports for each route including special education transportation routes
- Driver Qualification Reports

#### 7. STATUS OF CONTRACTOR

In the interpretation of this Agreement and the relations between Contractor and District, Contractor shall be construed as being an independent contractor hired to provide pupil transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an employee or official of the District. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

#### 8. INSURANCE

Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance protecting District, its board, officers, employees and agents, and Contractor, its drivers and other personnel. Contractor must provide the above referenced insurance with the following minimum limits:

Automobile Liability Insurance \$1,000,000 Combined Single Limit

Commercial General Liability Insurance \$1,000,000 Per Occurrence

Worker's Compensation Statutory
Umbrella Liability insurance \$4,000,000

Contractor agrees to provide District a certificate of insurance evidencing such coverage and designating District as an additional insured with respect to Automobile Liability. Worker's compensation insurance shall be maintained as required by law. All insurance policies shall provide that no coverage shall be cancelled except by thirty (30) days written notice to District.

#### 9. INDEMNIFICATION

Contractor shall hold District, its governing board, officers and employees harmless and does hereby indemnify District, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees. The Contractor also agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.

To the extent permitted by law, District shall hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents, successors and assigns from and against every claim or demand which may be made by any act neglect, default or omission of District, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

#### 10. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT (E.E.O)

Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by District E.E.O. program. Such program must provide E.E.O. opportunities regardless of person's race, creed, sex, national origin, and sexual orientation, or any other characteristic protected under state or federal law.

#### 11. FORCE MAJEURE

In the event Contractor is unable to provide the transportation services herein specified because of any act of nature, civil disturbance, fire, flood, war, governmental action, labor dispute involving District personnel, picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may excuse Contractor from performance under this Agreement.

#### 12. FAILURE TO DELIVER & PENALTIES

If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor shall be prevented from carrying out the terms of this Agreement, District shall have the right to hire others to continue service, and operating expenses incurred will be deducted from payments owed to Contractor.

#### 13. INCLEMENT WEATHER / SCHOOL CLOSINGS

in the event of inclement weather or impassability of roads or whenever school is cancelled, delayed or is dismissed early, District shall notify Contractor prior to such cancellation or delay. Should the number of days of transportation be required to decrease during the school year, as a result of weather conditions, strikes, gas shortages, school closing and emergencies, the daily rate will continue to be charged for the cancelled days. District (AASC) will follow the same delays, closings or early dismissals of independent School District #742.

Emergency Closings due to COVID-19 or other declared emergencies. In the event that school is closed by the order of the Governor, School Board or any regulating Government agency due to declared health pandemic, riot, or public emergency, and the day(s) is not made up on a later date, and the State continues to provide transportation funding for the canceled day, District will pay contractor for the number of day(s) at the rates in Appendix A minus fuel costs. Fuel cost will be calculated using mileage of routes in routing system divided by 6 miles per gallon times the average cost of fuel paid for the month before the closing. If the State discontinues transportation funding for the scheduled school day(s) canceled and the scheduled day(s) is not made up, then contract will be prorated for the number of days.

#### 14. EMERGENCY RESPONSE PROGRAM

Contractor shall understand and participate in the District Emergency Plan. In addition, Contractor shall develop and implement an emergency plan responsive to the District Emergency Plan. District may review and require changes or additions to plan.

#### 15. MANAGEMENT PERSONNEL

The contractor shall designate a permanent regular, full-time manager/supervisor to be directly responsible for the provision of all services required in the District contract. The manager/supervisor will be responsible for providing safe and efficient transportation services required by this Agreement and will supervise necessary support staff required for on-site

management and must be available for customer service and dispatch at all times that district vehicles are transporting students. This person shall work with the District Designee for purposes of service coordination. The District expects that the manager/supervisor is an experienced person who has demonstrated skills for fulfilling the responsibilities of this Agreement. Contractor shall inform District of the name(s) and business address(s) of such management personnel.

#### 16. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous and reliable service. The Contractor will consistently conduct a proactive recruitment campaign and periodically update the District on these efforts (may not be necessary to include). Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of District. Accordingly, Contractor agrees that each driver shall:

- a. Possess a valid license issued by this State (or a reciprocal state) authorizing such person to operate a school bus.
- b. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus qualified without reasonable accommodation, to safely operate a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by State law.
- c. Successfully complete a course of training, including instruction in school bus safety, student discipline, human relations, behind-the-wheel school bus driving instruction, defensive driving, first aid, use of fire extinguisher, traffic laws, and applicable District policies and regulations.
- d. Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
- f. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
- g. Meet any other criteria required by State law or by District's policies, rules or regulations.

Contractor shall hold each driver responsible for:

- a. Supervising the safe loading and unloading of his or her bus at every pick-up and delivery point.
- b. Keeping informed of all rules and regulations affecting the safe operation of school buses and standards of conduct.
- c. Complying with all federal, state and local traffic laws while operating buses under this agreement.
- d. Carrying appropriate identification at all times while on duty.
- e. Carrying a timepiece while on duty so that the driver can maintain established schedule times.
- f. Communicating to Staff any issues or needs related to the route assignment and all passengers transported.

A driver orientation and instruction program will be provided before a driver is allowed to drive while students are on board. Training must include:

- a. Enough to safely operate the type of school bus the driver will be driving
- b. Ernergency procedures
- c. Student Management procedures, including issues relating to students with disabilities
- d. Knowledge of relevant laws, rules of the road, and local school bus safety policies
- e. Knowledge of student loading and unloading procedures

An ongoing performance monitoring and assistance program should include:

- a. Random drug testing
- b. Daily observance of employees to detect violations of drug policy
- c. Advance knowledge of routes, including substitutes
- d. Route accuracy including proper stops and updated paperwork
- e. Demonstrated driver-passenger professionalism
- f. Competency in physically driving the assigned vehicle and equipment

Contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall regulate the use of prescription and non-prescription drugs, which impair the safe operation of the bus. Contractor shall enforce all District Rules and Regulations in place.

Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that District shall have the right to request Contractor to remove from service under this agreement any employee who, at District's sole discretion, is deemed unsuitable for the performance of transportation services for District; and provided further that District shall make such request in writing and state the reasons therefore.

#### 17. EQUIPMENT

All school buses supplied by Contractor pursuant to this Agreement shall meet or exceed the standards established by the laws and regulations of the State and the United States. Contractor shall maintain the school buses used to provide pupil transportation services under this Agreement in accordance with law and accepted industry maintenance standards. District reserves the right to request maintenance records at any time during Agreement.

Contractor shall provide buses in sufficient number to efficiently transport all students for whom District orders services, including an adequate number of spares.

Buses shall be of sufficient capacity to permit every student transported to be seated in conformance with State laws at all times. Buses must be clean, neat-appearing and display appropriate exterior and interior markings as required by state law.

ADDITIONAL DEVICES AND EQUIPMENT REQUIRED

Contractor shall provide a facility that enables the Contractor to respond to an emergency within 30 minutes. The location of the facility shall not impact the contract.

Contractor must equip facility with proper furniture, maintenance equipment, and basic comforts for staff and employees.

#### 18. STUDENT DISCIPLINE/VANDALISM

The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with the Contractor. Contractor's drivers shall report to Contractor's management such discipline issues as outlined in Appendix B. Each driver shall handle all disciplinary matters in strict accordance with this policy. In no case will a driver eject a student from a bus without authorization from Contractor's management. All disciplinary problems shall be reported in writing following completion of the route and the contractor's management will be responsible for communicating the appropriate response with the parents and the District. Procedures and regulations for the administration of discipline shall be established cooperatively between Contractor and District.

Vandalism damages to Contractor's equipment or facilities shall be the responsibility of Contractor. However, District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities.

#### 19. ASSIGNMENT

The Contractor shall not assign or transfer any part of the obligation and responsibility in this contract without the prior written approval of the District.

#### 20. TERMINATION

if either party shall willfully violate any of the covenants or duties imposed upon it by the Agreement, such material willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

District and Contractor agree to meet and make good faith efforts to resolve any disputes within thirty (30) days of the development of any dispute, prior to filing any action in a court of competent jurisdiction. Good faith efforts may include mediation and arbitration by mutual agreement.

#### 21. PLACE OF CONTRACT

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesota. All references in the contract to the "State" shall mean State of Minnesota.

#### 22. SURVIVAL

The mutual obligations described in COMPENSATION AND BILLING; and INDEMNIFICATION hereof shall survive the termination or expiration of this Agreement.

#### 23. SEVERABILITY

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

#### 24. MODIFICATIONS

Contractor and District may modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties

#### 25. NOTICE TO PARTIES

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Mail, postage prepaid, registered or certified mail and by email.

Notices to District shall be addressed to:

Jennifer Geraghty -- Executive Director
Athlos Academy
3701 33<sup>rd</sup> Street South
St. Cloud, MN 56301
Email: rvetsch@athlosstcloud.org

Notices to Contractor shall be addressed to: (Contractor)

Paimer Bus Service of St. Cloud, Inc.
Chris Champlin, CFO
PO Box 2026
North Mankato, MN 56002
Email; chrisc@paimerbusservice.com

Either District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

#### 26. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no prior representations, either oral or written, between District and Contractor other than those contained in this Agreement.

	IN WITNESS WHEREOF, the parties her	eto have executed this Agreement this day of
	2023.	
Вуз	was a second and a second a second and a second a second and a second	
	Christopher Champlin, CFO	Jennifer Geraghty, Executive Director
	Palmer Rus Service of St. Cloud. Inc.	Athlos Academy of St. Cloud

### APPENDIX A

### 2023-24 School Year

- 1. Regular "To and From" Routes 4.5 hours per day
  - a. Class C/D Bus \$479.00 per day per route, additional cost per X hour \$26.25
  - b. Type III Van \$378.00 per route per day, additional cost per X hour \$19.04
  - c. Midday or Late Activity route per day \$238.54
  - d. Regular Ed Summer School route per day \$479.00
- 2. Special Education Routes 5 hours per day
  - a. Class A/B/C/D Bus \$527.12 per route per day, additional cost per ¼ hour \$26.25
  - b. Type III Van \$378.00 per route per day, additional cost per ¼ hour \$19.04
  - c. Wheelchair Lift Cost per day \$30.52
  - d. Bus Alde \$32.96 per hour
  - Summer School Type A/B/C/D \$527.12 per day, Type III \$378.00 per day
- 3. Extra-Curricular and Athletic Trips
  - a. Type (II \$32.50 per hour, \$1.58 per mile, minimum charge \$91.56 per trip
  - b. Type A/B/C/D \$35.00 per hour, \$2.93 per mile, min. charge \$152.61 per trip
  - c. Wheelchair Lift Cost \$36.62 per trip
  - d. Trailer per trip \$140.40
  - e. Cancellation Charges \$50.00 on arrival, \$25.00 1 hour or less, N/C more than 1 hour
- 4. Annual Technology Fee for TransFinder Routing Software and related GPS Equipment usage -\$19,750.00 includes RouteFinder, StopFinder and ViewFinder Products

### APPENDIX A

## 2024-25 School Year

Increase in all rates would be the greater of 3% or the increase in the Consumer Price Index for the Minneapolis-St Paul, Bloomington area for the 12 months ending January 2024.

#### APPENDIX B

#### Discipline

Paimer Bus Service Site Manager or PBS designated official will address and enforce all school bus discipline consequences in accordance with Paimer Bus Service Transportation Policy.

#### Behavior Guidelines and Consequences

#### Chas i Offenses

- 1. Spitting.
- 2. Excessive Noise.
- 3. Horseplay/mischief/distracting behavior.
- 4. Eating/drinking/littering on the bus.
- 5. Leaving seat/standing without permission from the driver.
- Profanity, verbai abuse, harassment, obscane gestures or possession of unacceptable material.
- 7. False Identification/refusal to Identify oneself.
- 8. Riding an unassigned bus or using an unassigned stop.
- 9. Opening window pass safety line.
- 10. Riding or attempting to ride any bus during a bus suspension.
- 11. Disobedient to the driver/bus monitor.
- 12. Inappropriate cell phone use.
- 13. Other offenses as reported by the driver/bus monitor.

#### Class II Offenses

- 1. Any body part outside of the window.
- 2. Throwing/shooting objects.
- 3. Builying and/or physical aggression against any person.
- 4. Profanity/threats directed towards the driver/bus monitor.
- 5. Possession of tobacco, electronic cigarettes or any controlled substance.
- 6. Vandalism to the bus (restitution will be made before riding privileges are reinstated).
- 7. Holding onto or attempting to to hold onto any portion of the exterior of the bus or any "Danger Zone" infringement.
- 8. Lighting matches, lighters or any flammable objects or substance.
- Unauthorized entering or leaving a bus through an emergency door/tampering with bus equipment.
- 10. Possession or threat of weapons/explosives/flammables.
- 11. Possession or use of laser pens or pointers.
- 12. Other offenses as reported by the driver/bus monitor.

#### Consequences

#### Class I

1st Offense-Warning or 1-5 days suspension

2nd Offense-1-10 days suspension

3rd Offense-5-10 days minimum suspension

Possible loss of all bus service

Parent/Principal meeting/optional

4th Offense-Possible loss of transportation service

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1st Offense-Up to 5 days suspension

2nd Offense-Up to 10 days suspension

3rd Offense-10 day minimum suspension

Possible loss of all bus service

Parent/Principal meeting/optional

4th Offense-Possible loss of transportation service

The bus driver has the authority to assian seats. Video corneres will be used on all eshool buses.

#### Parents and Guardians:

These rules and regulations are adopted by Palmer Bus Service and support our concept of providing safe and secure transportation for your/our students.

As per MN. Statute 121A.59, "Riding a school bus is a privilege, not a right".

Students who have the opportunity to ride the school bus may do so as long as they display behavior that is reasonable and safe. Choosing to engage in unacceptable behavior will result in the loss of bus service. The bus driver is responsible for the safety and discipline of the students on the bus. A designated Palmer Bus Service official will determine discipline consequences and notify the district/school personnel, students and parents of consequences for misbehavior and/or suspension from the bus. A suspension applies to ALL buses unless otherwise designated by a Palmer Bus Service official.

Under the Laws and Rules for the Operation of School Buses it is stated; "no materials, including: guns, loaded or unloaded; gasoline cans, empty or full; animals or any other object of a dangerous or objectionable nature are transported in the school bus when children are being transported." The use of digital or video photography, including cell phone photography is strictly prohibited on the bus. Band instruments that will be allowed on the bus are those that are small enough to be held on the student's lap. Instruments may not be in the aisle or take the space of a student. Hockey sticks, lacrosse sticks, golf clubs, sleds or any other unacceptable recreational equipment will not be allowed on regular buses. Damage to personal items is not covered under the bus contractors/districts insurance coverage.

Any offense committed on any bus outside of regular transportation to and from school (activity, field trip, shuttles etc.) will carry the same consequences listed below.

Students are assigned to buses and bus stops. No change in either bus or stop is permitted without Palmer Bus Service authorization. Any temporary changes due to emergencies will be made by Palmer Bus Service and district authorized personnel. Failure to ride the assigned bus may result in disciplinary action.

## Athlos Academy Stu Cloud PUPIL TRANSPORTATION SERVICES AGREEMENT

In accordance with Minnesota Statutes, section 123(b).52, subdivision 1 or 3, this agreement is made and entered into as of the 1st day of July, 2023, by and between Athlos Academy of St. Cloud, a Minnesota nonprofit corporation, hereinafter called "District" and Volgt School Bus Service Inc., a Minnesota corporation, hereinafter called "Contractor."

#### WITNESSETH

WHEREAS, District has selected Contractor to provide the pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such pupil transportation service to the District,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

#### 1. TERM

The term of this agreement shall commence July 1, 2023 and shall continue through June 30, 2025. For Purposes of this Agreement, the term "Contract Year" shall mean each one year period commencing July 1 during the term of this Agreement. In addition, the parties reserve the right to negotiate extensions to the contract.

#### 2. SCOPE OF SERVICES REQUIRED

Contractor shall, during the term of this Agreement, supply and maintain such number of school buses and personnel as are required to fulfill District's needs for pupil transportation services as described in the Specifications for Pupil Transportation Services, which is incorporated in this Agreement.

#### 3. COMPENSATION AND BILLING

in consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto and made a part hereof, as may be adjusted from time to time as provided herein.

#### **BASIC TRANSPORTATION**

Regular To and From Transportation Services — Bell times AM drop-off between 6:45 AM and 7:00 AM, PM Departs no later than 2:00 PM

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto no later than 3() calendar days after the receipt of invoice.

#### Supplemental Transportation

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto for the service categories — all other school transportation services, extra-curricular and athletic trips, and activity and field trips. After verification of the statement, District shan pay the amount due to Contractor within 30 days of receipt of invoice.

#### 4. FUEL COST ADJUSTMENT

Contractor shall furnish all fuel (Diesel and Gasoline) to be used in its performance of this agreement. District agrees to pay for 'fuel expenses in excess of \$3.50 per gallon, All costs are calculated by the average cost of fuel per gallon for the month minus Federal taxes. Type III vehicles Federal tax would be included. Detailed invoices from the fuel provider will be submitted along with the transportation invoice. The total number of gallons used will be based on the round trip mileage from terminal to terminal of all routes as determined using the routing system, divided by an average of 6 miles per gallon.

#### 5. CONTRACTOR RESPONSIBILITIES

Upon request, Contractor shall provide the District preceding each Contract Year with a "service plan for pupil transportation services." Contractor shall work with District's Administration or designee in planning services and otherwise implementing the Agreement. The "service plan" must include at a minimum the following:

- a, list of drivers, both primary and substitutes
- b. Ilst of bus and van equipment that will be used in providing the contract services, along with make of equipment, year of manufacture, mileage, vehicle type, passenger size, and special equipment.
- c. Staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.
- d. Insurance information required by the Agreement.
- e. Staff training plan including materials and schedule.

#### 6. RECORDS AND REPORTS

Contractor shall provide those reports and records, which may be reasonably requested by District and necessary for proper payment, for evaluation of Contractor's performance or for state and District reporting hereunder. Reports may include, but are not limited to:

- Crash Reports
- Student Discipline Reports
- Bus inspections
- ... Monthly or Yearly Mileage, Hour or Route Reports
- Bus Ridership Reports for each route including special education transportation routes
- Driver Qualification Reports

#### 7. STATUS OF CONTRACTOR

In the interpretation of this Agreement and the relations between Contractor and District, Contractor shall be construed as being an independent contractor hired to provide pupil transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an employee or official of the District. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

#### 8. INSURANCE

Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance protecting District, its board, officers, employees and agents, and Contractor, its drivers and other personnel. Contractor must provide the above referenced insurance with the following minimum limits:

Automobile Liability Insurance \$1,000,000 Combined Single

Limit

Commercial General Liability Insurance \$1,000,000 Per Occurrence

Worker's Compensation Statutory
Umbreila Liability Insurance \$4,000,000

Contractor agrees to provide District a certificate of Insurance evidencing such coverage and designating District as an additional insured with respect to Automobile Liability. Worker's compensation insurance shall be maintained as required by law. All insurance policies shall provide that no coverage shall be cancelled except by thirty (30) days written notice to District.

#### 9. INDEMNIFICATION

Contractor shall hold District, its governing board, officers and employees harmless and does hereby indemnify District, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees. The Contractor also agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.

To the extent permitted by law, District shall hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents, successors and assigns from and against every claim or demand which may be made by any act neglect, default or omission of District, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

#### 10. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT (E.E.O)

Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by District E.E.O. program. Such program must provide E.E.O. opportunities regardless of person's race, creed, sex, national origin, and sexual orientation, or any other characteristic protected under state or federal law.

### 11. FORCE MAJEURE

In the event Contractor is unable to provide the transportation services herein specified because of any act of nature, civil disturbance, fire, flood, war, governmental action, labor dispute involving District personnel, picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may excuse Contractor from performance under this Agreement.

### 12. FAILURE TO DELIVER & PENALTEES

If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor shall be prevented from carrying out the terms of this Agreement, District shall have the right to hire others to continue service, and operating expenses incurred will be deducted from payments owed to Contractor.

### 13. INCLEMENT WEATHER / SCHOOL CLOSINGS

in the event of inclement weather or impassability of roads or whenever school is cancelled, delayed or is dismissed early, District shall notify Contractor prior to such cancellation or delay. Should the number of days of transportation be required to decrease during the school year, as a result of weather conditions, strikes, gas shortages, school closing and emergencies, the daily rate will continue to be charged for the cancelled days. District (AASC) will follow the same delays, closings or early dismissals of Independent School District #742.

Emergency Closings due to COVID-19 or other declared emergencies. In the event that school is closed by the order of the Governor, School Board or any regulating Government agency due to declared health pandemic, riot, or public emergency, and the day(s) is not made up on a later date, and the State continues to provide transportation funding for the canceled day, District will pay contractor for the number of day(s) at the rates in Appendix A minus fuel costs. Fuel cost will be calculated using mileage of routes in routing system divided by 6 miles per gallon times the average cost of fuel paid for the month before the closing. If the State discontinues transportation funding for the scheduled school day(s) canceled and the scheduled day(s) is not made up, then contract will be prorated for the number of days.

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- a. Possess a valid license issued by this State (or a reciprocal state) authorizing such person to operate a school bus.
- b. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus qualified without reasonable accommodation, to safely operate a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by State law.
- c. Successfully complete a course of training, including instruction in school bus safety, student discipline, human relations, behind-the-wheel school bus driving instruction, defensive driving, first aid, use of fire extinguisher, traffic laws, and applicable District policies and regulations.
- d. Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
- f. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
- g. Meet any other criteria required by State law or by District's policies, rules or regulations.

Contractor shall hold each driver responsible for:

- Supervising the safe loading and unloading of his or her bus at every pick-up and delivery point.
- b. Keeping informed of all rules and regulations affecting the safe operation of school buses and standards of conduct.
- Complying with all federal, state and local traffic laws while operating buses under this agreement.
- d. Carrying appropriate identification at all times while on duty.
- e. Carrying a timeplece while on duty so that the driver can maintain established schedule times.
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- a. Enough to safely operate the type of school bus the driver will be driving
- b. Emergency procedures

- c. Student Management procedures, including issues relating to students with disabilities
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An ongoing performance monitoring and assistance program should include:

- a. Random drug testing
- b. Daily observance of employees to detect violations of drug policy
- c. Advance knowledge of routes, including substitutes
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Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that District shall have the right to request Contractor to remove from service under this agreement any employee who, at District's sole discretion, is deemed unsuitable for the performance of transportation services for District; and provided further that District shall make such request in writing and state the reasons therefore.

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In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

### 24. MODIFICATIONS

Contractor and District may modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties

### 25. NOTICE TO PARTIES

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Mall, postage prepaid, registered or certified mail and by email.

Notices to District shall be addressed to:

Jennifer Geraghty — Executive Director
Athlos Academy
3701 33 <sup>rd</sup> Street South
St. Cloud, MN 56301
Email: rvetsch@athlosstcloud.org

Notices to Contractor shall be addressed to: (Contractor)

Voigt's School Bus Services, Inc.
Samuel Rodriquez, CEO
PO Box 1
St. Cloud, MN 56302
Email: samr@voigtbus.com

Either District or Contractor may change its address of record for receipt of official notice by giving the other written notice of such change and any necessary mailing instructions.

### 26. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no prior representations, either oral or written, between District and Contractor other than those contained in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 4 day of August 2023.

By:\_

Samuel Rodriguez

**Chief Executive Officer** 

Jennifer Geraghty, Executive Director

Athlos Academy of St. Cloud

### 2023-24 School Year

- 1. Regular "To and From" Routes —4.5 hours per day
  - a. Class C/D Bus \$479.00 per day per route, additional cost per 1/4 % hour \$26.25
  - b. Type III Van \$378.00 per route per day, additional cost per 1/4 % hour \$19.04
  - c. Midday or Late Activity route per day \$238.54
  - d. Regular Ed Summer School route per day \$479.00
- 2. Special Education Routes 5 hours per day
  - a. Class A/B/C/D Bus \$527.12 per route per day, additional cost per 1/4 % hour \$26.25
  - b. Type III Van \$378.00 per route per day, additional cost per % hour \$19.04
  - c. Wheelchair Lift Cost per day \$30.52
  - d. Bus Aide \$32.96 per hour
  - e. Summer School Type A/B/C/D \$527.12 per day, Type III \$378.00 per day
- 3. Extra-Curricular and Athletic Trips
  - a. Type III \$32.50 per hour, \$1.58 per mile, minimum charge \$91.56 per trip
  - b. Type A/B/C/D \$35.00 per hour, \$2.93 per mile, min. charge \$152.61 per trip
  - c. Wheelchair Lift Cost \$36.62 per trip
  - d. Trailer per trip \$140.40
  - e. Cancellation Charges \$50.00 on arrival, \$25.00 1 hour or less, N/C more than 1 hour

2024-25 School Year

Increase in all rates would be the greater of 3% or the increase in the Consumer Price Index for the Minneapolis-St Paul, Bloomington area for the 12 months ending January 2024.

### Discipline

Voigt School Bus Service Site Manager or PBS designated official will address and enforce all school bus discipline consequences in accordance with Palmer Bus Service Transportation Policy.

### Behavior Guidelines and Consequences

### Class | Offenses

- 1. Spitting.
- 2. Excessive Noise.
- 3. Horseplay/mischief/distracting behavior.
- 4. Eating/drinking/littering on the bus.
- 5. Leaving seat/standing without permission from the driver.
- 6. Profanity, verbal abuse, harassment, obscene gestures or possession of unacceptable material.
- 7. False Identification/refusal to identify oneself.
- 8. Riding an unassigned bus or using an unassigned stop.
- 9. Opening window pass safety line.
- 10. Riding or attempting to ride any bus during a bus suspension.
- 11. Disobedient to the driver/bus monitor.
- 12. Inappropriate cell phone use.
- 13. Other offenses as reported by the driver/bus monitor.



### Class il Offenses

- 1. Any body part outside of the window.
- 2. Throwing/shooting objects.
- 3. Bullying and/or physical aggression against any person.
- 4. Profanity/threats directed towards the driver/bus monitor.
- 5. Possession of tobacco, electronic cigarettes or any controlled substance.
- 6. Vandalism to the bus (restitution will be made before riding privileges are reinstated).
- 7. Holding onto or attempting to to hold onto any portion of the exterior of the bus or any "Danger Zone" infringement.
- 8. Lighting matches, lighters or any flammable objects or substance.
- 9. Unauthorized entering or leaving a bus through an emergency door/tampering with bus equipment.
- 10. Possession or threat of weapons/explosives/flammables.
- 11. Possession or use of laser pens or pointers.
- 12. Other offenses as reported by the driver/bus monitor.

### Consequences

### Class I

1st Offense-Warning or 1-5 days suspension

2nd Offense-I-IO days suspension

3rd Offenses-IO days minimum suspension

Possible loss of all bus service

Parent/Principal meeting/optional

4th Offense-Possible loss of transportation service



### Class II

1st Offense-Up to 5 days suspension

2nd Offense-Up to 10 days suspension

3rd Offense-IO day minimum suspension

Possible loss of all bus service

Parent/Principal meeting/optional

4th Offense-Possible loss of transportation service

The bus driver has the authority to assign seats. Video cameras will be used on all school buses.



### Parents and Guardians:

These rules and regulations are adopted by Volgt School Bus Service and support our concept of providing safe and secure transportation for your/our students.

As per MN. Statute 121A.59, "Riding a school bus is a privilege, not a right".

Students who have the opportunity to ride the school bus may do so as long as they display behavior that is reasonable and safe. Choosing to engage in unacceptable behavior will result in the toss of bus service. The bus driver is responsible for the safety and discipline of the students on the bus. A <u>designated Voigt School Bus Service official will determine discipline consequences and notify the district/school personnel, students and parents of consequences for <u>misbehavior and or suspension from the bus.</u> A suspension applies to ALL buses unless otherwise designated by a Voigt School Bus Service official.</u>

Under the Laws and Rules for the Operation of School Buses it is stated; "no materials, including: guns, loaded or unloaded; gasoline cans, empty or full; animals or any other object of a dangerous or objectionable nature are transported in the school bus when children are being transported." The use of digital or video photography, including cell phone photography is strictly prohibited on the bus. Band instruments that will be allowed on the bus are those that are small enough to be held on the student's lap. Instruments may not be in the aisle or take the space of a student. Hockey sticks, lacrosse sticks, golf clubs, sleds or any other unacceptable recreational equipment will not be allowed on regular buses. Damage to personal items is not covered under the bus contractors/districts insurance coverage.

Any offense committed on any bus outside of regular transportation to and from school (activity, field trip, shuttles etc.) will carry the same consequences listed below.

Students are assigned to buses and bus stops. No change in either bus or stop is permitted without Palmer Bus Service authorization. Any temporary changes due to emergencies will be made by Palmer Bus Service and district authorized personnel. Failure to ride the assigned bus may result in disciplinary action.

# Athlos Academy St. Cloud PUPIL TRANSPORTATION SERVICES AGREEMENT

In accordance with Minnesota Statutes, section 123(b).52, subdivision 1 or 3, this agreement is made and entered into as of the 1st day of July, 2023, by and between Athlos Academy of St. Cloud, a Minnesota nonprofit corporation, hereinafter called "District" and Spanier Bus Service of St. Cloud, Inc., a Minnesota corporation, hereinafter called "Contractor."

### WITNESSETH

WHEREAS, District has selected Contractor to provide the pupil transportation services described herein; and

WHEREAS, Contractor desires to provide such pupil transportation service to the District,

NOW, THEREFORE, in consideration of the covenants hereinafter contained, the parties agree as follows:

### 1. TERM

The term of this agreement shall commence July 1, 2023 and shall continue through June 30, 2025. For Purposes of this Agreement, the term "Contract Year" shall mean each one year period commencing July 1 during the term of this Agreement. In addition, the parties reserve the right to negotiate extensions to the contract.

### 2. SCOPE OF SERVICES REQUIRED

Contractor shall, during the term of this Agreement, supply and maintain such number of school buses and personnel as are required to fulfill District's needs for pupil transportation services as described in the Specifications for Pupil Transportation Services, which is incorporated in this Agreement.

## 3. COMPENSATION AND BILLING

in consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto and made a part hereof, as may be adjusted from time to time as provided herein.

### BASIC TRANSPORTATION

Regular To and From Transportation Services - Bell times AM drop-off between 6:45 AM and 7:00 AM, PM Departs no later than 2:00 PM.

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto no later than 30 calendar days after the receipt of invoice.

### Supplemental Transportation

In consideration for services rendered hereunder, District shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Appendix A attached hereto for the service categories — all other school transportation services, extra-curricular and athletic trips, and activity and field trips. After verification of the statement, District shall pay the amount due to Contractor within 30 days of receipt of invoice.

### 4. FUEL COST ADJUSTMENT

Contractor shall furnish all fuel (Diesel and Gasoline) to be used in its performance of this agreement. District agrees to pay for fuel expenses in excess of \$3.50 per gallon. All costs are calculated by the average cost of fuel per gallon for the month minus Federal taxes. Type III vehicles Federal tax would be included. Detailed invoices from the fuel provider will be submitted along with the transportation invoice. The total number of gallons used will be based on the round trip mileage from terminal to terminal of all routes as determined using the routing system, divided by an average of 6 miles per gallon.

### 5. CONTRACTOR RESPONSIBILITIES

Upon request, Contractor shall provide the District preceding each Contract Year with a "service plan for pupil transportation services." Contractor shall work with District's Administration or designee in planning services and otherwise implementing the Agreement. The "service plan" must include at a minimum the following:

- a. list of drivers, both primary and substitutes
- b. list of bus and van equipment that will be used in providing the contract services, along with make of equipment, year of manufacture, mileage, vehicle type, passenger size, and special equipment.
- c. Staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities contemplated in the Contract.
- d. Insurance information required by the Agreement.
- e. Staff training plan including materials and schedule.

### 6. RECORDS AND REPORTS

Contractor shall provide those reports and records, which may be reasonably requested by District and necessary for proper payment, for evaluation of Contractor's performance or for state and District reporting hereunder. Reports may include, but are not ilmited to:

- Crash Reports
- Student Discipline Reports
- Bus inspections
- Monthly or Yearly Mileage, Hour or Route Reports
- Bus Ridership Reports for each route including special education transportation routes
- Driver Qualification Reports

### 7. STATUS OF CONTRACTOR

in the interpretation of this Agreement and the relations between Contractor and District, Contractor shall be construed as being an independent contractor hired to provide pupil transportation sendes only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an employee or official of the District. Contractor shall be responsible for, and hold District harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

### 8. INSURANCE

Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance protecting District, its board, officers, employees and agents, and Contractor, its drivers and other personnel. Contractor must provide the above referenced insurance with the following minimum limits:

**Automobile Liability Insurance** 

\$1,000,000 Combined Single Limit

Commercial General Liability Insurance

\$1,000,000 Per Occurrence

Worker's Compensation

Statutory

Umbrella Liability Insurance

\$4,000,000

Contractor agrees to provide District a certificate of insurance evidencing such coverage and designating District as an additional insured with respect to Automobile Liability. Worker's compensation insurance shall be maintained as required by law. All insurance policies shall provide that no coverage shall be cancelled except by thirty (30) days written notice to District.

### 9. INDEMNIFICATION

Contractor shall hold District, its governing board, officers and employees harmless and does hereby indemnify District, its governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or amission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of District, its agents or employees. The Contractor also agrees to indemnify and save the District harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.

To the extent permitted by law, District shall hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents, successors and assigns from and against every claim or demand which may be made by any act neglect, default or omission of District, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

## 10. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT (E.E.O)

Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees that follow the guidelines established by District E.E.O. program. Such program must provide E.E.O. opportunities regardless of person's race, creed, sex, national origin, and sexual orientation, or any other characteristic protected under state or federal law.

### 11. FORCE MAJEURE

In the event Contractor is unable to provide the transportation services herein specified because of any act of nature, civil disturbance, fire, flood, war, governmental action, labor dispute involving District personnel, picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may excuse Contractor from performance under this Agreement.

### 12. FAILURE TO DELIVER & PENALTIES

If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor shall be prevented from carrying out the terms of this Agreement, District shall have the right to hire others to continue service, and operating expenses incurred will be deducted from payments owed to Contractor.

### 13. INCLEMENT WEATHER / SCHOOL CLOSINGS

in the event of inclement weather or impassability of roads or whenever school is cancelled, delayed or is dismissed early, District shall notify Contractor prior to such cancellation or delay. Should the number of days of transportation be required to decrease during the school year, as a result of weather conditions, strikes, gas shortages, school closing and emergencies, the base contract will not be reduced in number of days. District (AASC) will follow the same delays, closings or early dismissals of independent School District #742.

Emergency Closings due to COVID-19 or other declared emergencies. In the event that school is closed by the order of the Governor, School Board or any regulating Government agency due to declared health pandemic, riot, or public emergency, and the day(s) is not made up on a later date, and the State continues to provide transportation funding for the canceled day, District will pay contractor for the number of day(s) at the rates in Appendix A minus fuel costs. Fuel cost will be calculated using mileage of routes in routing system divided by 6 miles per gallon times the average cost of fuel paid for the month before the closing. If the State discontinues transportation funding for the scheduled school day(s) canceled and the scheduled day(s) is not made up, then contract will be prorated for the number of days.

### 14. EMERGENCY RESPONSE PROGRAM

Contractor shall understand and participate in the District Emergency Plan. In addition, Contractor shall develop and implement an emergency plan responsive to the District Emergency Plan. District may review and require changes or additions to plan.

### 15. MANAGEMENT PERSONNEL

The contractor shall designate a permanent regular, full-time manager/supervisor to be directly responsible for the provision of all services required in the District contract. The manager/supervisor will be responsible for providing safe and efficient transportation services required by this Agreement and will supervise necessary support staff required for on-site

management and must be available for customer service and dispatch at all times that district vehicles are transporting students. This person shall work with the District Designee for purposes of service coordination. The District expects that the manager/supervisor is an experienced person who has demonstrated skills for fulfilling the responsibilities of this Agreement, Contractor shall inform District of the name(s) and business address(s) of such management personnel.

## 16. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

Contractor shall employ a sufficient number of qualified drivers and support personnel to assure District of continuous and reliable service. The Contractor will consistently conduct a proactive recruitment campaign and periodically update the District on these efforts (may not be necessary to include). Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of District. Accordingly, Contractor agrees that each driver shall:

- a. Possess a valid license issued by this State (or a reciprocal state) authorizing such person to operate a school bus.
- b. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus qualified without reasonable accommodation, to safely operate a school bus. The physical examination shall be conducted prior to employment and periodically thereafter as required by State law.
- c. Successfully complete a course of training, including instruction in school bus safety, student discipline, human relations, behind-the-wheel school bus driving instruction, defensive driving, first aid, use of fire extinguisher, traffic laws, and applicable District policies and regulations.
- d. Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
- f. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
- g. Meet any other criteria required by State law or by District's policies, rules or regulations.

Contractor shall hold each driver responsible for:

- a. Supervising the safe loading and unloading of his or her bus at every pick-up and delivery point.
- Keeping informed of all rules and regulations affecting the safe operation of school buses and standards of conduct.
- c. Complying with all federal, state and local traffic laws while operating buses under this agreement.
- d. Carrying appropriate identification at all times while on duty.
- e. Carrying a timepiece while on duty so that the driver can maintain established schedule times.
- f. Communicating to Staff any issues or needs related to the route assignment and all passengers transported.

A driver orientation and instruction program will be provided before a driver is allowed to drive while students are on board. Training must include:

- a. Enough to safely operate the type of school bus the driver will be driving
- b. Emergency procedures
- c. Student Management procedures, including issues relating to students with disabilities
- d. Knowledge of relevant laws, rules of the road, and local school bus safety policies
- e. Knowledge of student loading and unloading procedures

An ongoing performance monitoring and assistance program should include:

- a. Random drug testing
- b. Daily observance of employees to detect violations of drug policy
- c. Advance knowledge of routes, including substitutes
- d. Route accuracy including proper stops and updated paperwork
- e. Demonstrated driver-passenger professionalism
- f. Competency in physically driving the assigned vehicle and equipment

Contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall regulate the use of prescription and non-prescription drugs, which impair the safe operation of the bus. Contractor shall enforce all District Rules and Regulations in place.

Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that District shall have the right to request Contractor to remove from service under this agreement any employee who, at District's sole discretion, is deemed unsuitable for the performance of transportation services for District; and provided further that District shall make such request in writing and state the reasons therefore.

### 17. EQUIPMENT

All school buses supplied by Contractor pursuant to this Agreement shall meet or exceed the standards established by the laws and regulations of the State and the United States. Contractor shall maintain the school buses used to provide pupil transportation services under this Agreement in accordance with law and accepted industry maintenance standards. District reserves the right to request maintenance records at any time during Agreement.

Contractor shall provide buses in sufficient number to efficiently transport all students for whom District orders services, including an adequate number of spares.

Buses shall be of sufficient capacity to permit every student transported to be seated in conformance with State laws at all times. Buses must be clean, neat-appearing and display appropriate exterior and interior markings as required by state law.

ADDITIONAL DEVICES AND EQUIPMENT REQUIRED

Contractor shall provide a facility that enables the Contractor to respond to an emergency within 30 minutes. The location of the facility shall not impact the contract.

Contractor must equip facility with proper furniture, maintenance equipment, and basic comforts for staff and employees.

## 18. STUDENT DISCIPLINE/VANDALISM

The ultimate responsibility and authority to suspend or expel any student from transportation services hereunder shall rest with the Contractor. Contractor's drivers shall report to Contractor's management such discipline issues as outlined in Appendix B. Each driver shall handle all disciplinary matters in strict accordance with this policy. In no case will a driver eject a student from a bus without authorization from Contractor's management. All disciplinary problems shall be reported in writing following completion of the route and the contractor's management will be responsible for communicating the appropriate response with the parents and the District. Procedures and regulations for the administration of discipline shall be established cooperatively between Contractor and District.

Vandalism damages to Contractor's equipment or facilities shall be the responsibility of Contractor. However, District shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities.

### 19. ASSIGNMENT

The Contractor shall not assign or transfer any part of the obligation and responsibility in this contract without the prior written approval of the District.

### 20. TERMINATION

If either party shall willfully violate any of the covenants or duties imposed upon it by the Agreement, such material willful violation shall entitle the other party to terminate this Agreement. The party desiring to terminate for such cause shall give the offending party thirty (30) days written notice to remedy the violation. If at the end of such time the party notified has not removed the cause of complaint or remedied the purported violation, then this Agreement shall be deemed terminated.

District and Contractor agree to meet and make good faith efforts to resolve any disputes within thirty (30) days of the development of any dispute, prior to filing any action in a court of competent jurisdiction. Good faith efforts may include mediation and arbitration by mutual agreement.

### 21. PLACE OF CONTRACT

This Agreement shall be deemed to be made in and shall be construed in accordance with the laws of the State of Minnesote. All references in the contract to the "State" shall mean State of Minnesota.

### 22. SURVIVAL

The mutual obligations described in COMPENSATION AND BILLING; and INDEMNIFICATION hereof shall survive the termination or expiration of this Agreement.

### 23. SEVERABILITY

In the event any provision specified herein is held or determined by a court of competent Jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

### 24. MODIFICATIONS

Contractor and District may modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties

### 25. NOTICE TO PARTIES

All notices to be given by the parties to this Agreement shall be in writing and served by depositing same in the United States Mall, postage prepaid, registered or certified mail and by email.

Notices to District shall be addressed to:

Jennifer Geraghty -- Executive Director Athlos Academy 3701 33rd Street South St. Cloud, MN 56301 Email: Jennifer.geraghty@athlosbrooklynpark.org

Notices to Contractor shall be addressed to: (Contractor)

Spanier Bus Service, Inc. Tami E. Spanler - Owner /CEO 1310 Sunridge Dr. St. Cloud, MN 56301

Email: tami.spanier@spanierbus.com

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### 26. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement between District and Contractor concerning the subject matter hereof. There are no prior representations, either oral or written, between District and Contractor other than those contained in this Agreement.

Tami E. Spanler, Owner/CEO

Spanier Bus Service, Inc.

Jennifer Geraghty, Executive Director

Athlos Academy of St. Cloud

## 2023-24 School Year

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  - c. Midday or Late Activity route per day \$238.54
  - d. Regular Ed Summer School route per day \$479.00
- 2. Special Education Routes 5 hours per day
  - a. Class A/B/C/D Bus \$527.12 per route per day, additional cost per ¼ hour \$26.25
  - b. Type III Van \$378.00 per route per day, additional cost per X hour \$19.04
  - c. Wheelchair Lift Cost per day \$30,52
  - d. Bus Aide \$32.96 per hour
  - e. Summer School Type A/B/C/D \$527.12 per day, Type III \$378.00 per day
- 3. Extra-Curricular and Athletic Trips
  - a. Type III \$27,47 per hour, \$1.58 per mile, minimum charge \$91.56 per trip
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  - c. Wheelchair tift Cost \$36.62 per trip
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  - e. Cancellation Charges \$50.00 on arrival, \$25.00 1 hour or less, N/C more than 1 hour

## 2024-25 School Year

Increase in all rates would be the greater of 3% or the increase in the Consumer Price Index for the Minneapolis-St Paul, Bloomington area for the 12 months ending January 2024.

### APPENDIX B

### Discipling

Spanier Bus Service Site Manager or SBS designated official will address and enforce all school bus discipline consequences in accordance with Spanier Bus Service Transportation Policy.

## Behavior Guidelines and Consequences

### Class | Offenses

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- 2: Excessive Noise.
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- 5. Leaving seat/standing without permission from the driver.
- 6. Profanity, verbal abuse, harassment, obscene gestures or possession of unacceptable material.
- 7. False Identification/refusal to identify oneself.
- 2. Riding an unassigned bus or using an unassigned stop.
- 9. Opening window pass safety line.
- 10. Riding or attempting to ride any bus during a bus suspension.
- 11. Disobedient to the driver/bus monitor.
- 12. Inappropriate cell phone use.
- 13. Other offenses as reported by the driver/bus monitor.

### Class II Offenses

- 1. Any body part outside of the window.
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- 4. Profanity/threats directed towards the driver/bus monitor.
- 5. Possession of tobacco, electronic cigarettes or any controlled substance.
- 6. Vandalism to the bus (restitution will be made before riding privileges are reinstated).
- 7. Holding onto or attempting to to hold onto any portion of the exterior of the bus or any "Danger Zone" infringement.
- 8. Lighting matches, lighters or any flammable objects or substance.
- Unauthorized entering or leaving a bus through an emergency door/tampering with bus equipment.
- 10. Possession or threat of weapons/explosives/flammables.
- 11. Possession or use of laser pens or pointers.
- 12. Other offenses as reported by the driver/bus monitor.

### Consequences

### Class

1st Offense-Warning or 1-5 days suspension

2nd Offense-1-10 days suspension

3rd Offense-5-10 days minimum suspension

Possible loss of all bus service

Parent/Principal meeting/optional

4th Offense-Possible loss of transportation service

## Class |

1st Offense-Up to 5 days suspension

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3rd Offense-10 day minimum suspension

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Parent/Principal meeting/optional

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Under the Laws and Rules for the Operation of School Buses it is stated; "no materials, including: guns, loaded or unloaded; gasoline cans, empty or full; animals or any other object of a dangerous or objectionable nature are transported in the school bus when children are being transported." The use of digital or video photography, including cell phone photography is strictly prohibited on the bus. Band instruments that will be allowed on the bus are those that are small enough to be held on the student's lap. Instruments may not be in the aisle or take the space of a student. Hockey sticks, lacrosse sticks, golf clubs, sieds or any other unacceptable recreational equipment will not be allowed on regular buses. Damage to personal items is not covered under the bus contractors/districts insurance coverage.

Any offense committed on any bus outside of regular transportation to and from school (activity, field trip, shuttles etc.) will carry the same consequences listed below.

Students are assigned to buses and bus stops. No change in either bus or stop is permitted without Spanier Bus Service authorization. Any temporary changes due to emergencies will be made by Spanier Bus Service and district authorized personnal. Failure to ride the assigned bus may result in disciplinary action.



# Athlos Academy St. Cloud, Minnesota DIRECTOR BOARD REPORT AUGUST 30, 2023

### **ENROLLMENT INFORMATION**

### 23-24 Enrollment:

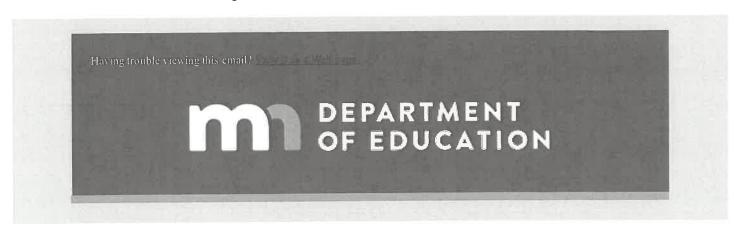
	Total Enrolle		
TOTALS	286		
к	41		
1st	41		
2nd	56		
3rd	49		
4th	57		
5th	42		

## **UPDATES**

### Enrollment

Open Enrollment - We are still accepting applications for grades K-5.. Help us spread the word by letting your friends and family know that we are enrolling!

## MCA Test Scores - Minnesota Department of Education



## **News Release**

Contact: Kevin Burns 651-703-4928 kevin.burns@state.mn.us For Immediate Release August 24, 2023

# Minnesota Department of Education Releases 2023 Statewide Assessment and Accountability Data

Results Reinforce the Continued Need for Support

MINNEAPOLIS – Today the Minnesota Department of Education (MDE) released the 2023 statewide assessment and accountability results.

The results confirm the need for continuing support for students and educators as they do the hard work of learning recovery by rebuilding connections and skills in all subject areas. The data also underscores the need for the investments in education made during the legislative session by Governor Tim Walz and the legislature in literacy, education workforce and student support.

Today's release of the 2023 North Star Accountability report contains results of the 2023 statewide assessments, which include the Minnesota Comprehensive Assessments (MCAs), Minnesota Test of Academic Skills (MTAS), Assessing Comprehension and Communication in English State-to-State for English Language Learners (ACCESS for ELLs), and Alternate ACCESS for ELLs.

Assessment results are mixed with a 1% increase in overall math scores, a 1% decrease in reading scores and a 2% decrease in science scores since assessments were last completed in 2022. Scores in each assessment area remain about 10 percentage points below their pre-pandemic levels from 2019.

"These statewide assessment results reinforce what we and other states around the country already know—our students, families, school communities, and educators are continuing to recover from the pandemic and need our support,"

said Commissioner Willie Jett. "This data is important as one part of a broader set of measures that tell us how our students and families are doing and what we need to do in partnership with our school communities to provide support for students to not only recover, but also excel."

Students take statewide reading assessments in grades 3-8 and 10. Of the students who took the reading MCA and MTAS, 49.9% met or exceeded grade level standards, down 1.2 percentage points from 2022.

In math, 45.5% of students in grades 3-8 and 11 who took the MCA or MTAS met or exceeded grade level standards, up 0.7 percentage points from 2022.

The science MCA and MTAS are administered for students in grades five and eight and once in high school. In 2023, 39.2% of students who took the assessments met or exceeded grade level standards, which is a 2.1 percentage point drop from 2022.

ACCESS for ELLs measures students' English language proficiency. Of the students who took the ACCESS for ELLs in 2023, 8.6% were proficient in English, a 0.2 percentage point decrease from 2022.

MDE also released North Star attendance data for the 2021-22 school year. This is the first attendance data release since 2019. North Star Attendance data tracks consistent attendance, or the number of students who are attending school at least 90% of the time and who are not chronically absent. Statewide consistent attendance fell to 69.8% of students attending at least 90% of the time. Prior to the pandemic, Minnesota's consistent attendance rate was about 85%.

"We will not shy away from what the data are telling us. These results send a renewed sense of urgency and underscore the importance of key supports that are already underway, Commissioner Jett said. "As we enter a new school year, MDE is committed to providing support, through programs such as COMPASS and implementing the READ Act and other new legislation, to help every school in Minnesota as they strive to meet the academic, social-emotional and mental health needs of students."

For the first time the assessment and accountability reports use the Minnesota definition for all racial student groups. The state definition allows students to be

reported as American Indian even if they also belong to other racial and ethnic groups. Under the federal definition of American Indian or Alaska Native, these students would fall under "Hispanic/Latino" or "two or more races" and would not be counted as American Indian or Alaska Native in reporting.

Statewide assessment and accountability results are available in the <u>Minnesota Report</u> Card and MDE's Data Center.

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### AWARD ANOUNCEMENT

Athlos Academy of Saint Cloud is a recipient of the 2023 MDE's School Finance Award for FY22 Financial Reporting, which is comprised of 3 criteria:

- 1. Timely submission of financial data
- 2. Fiscal health
- 3. Accuracy in financial reporting

### RESOURCES FOR FAMILIES

Every Meal – Athlos is partnering with Every Meal, a non-profit organization that coordinates weekend food programs in Minnesota schools. Students who sign up for the program receive a free bag of well-balanced, nutritious food to take home at the end of every week.

### MN Health Care Assistance

For information on how to obtain an application for Minnesota health care programs or for application assistance, please go to the following web address. A link can be found on our school website under Parent Resources.

 $\underline{https://mn.gov/dhs/people-we-serve/children-and-families/health-care/health-care-programs/programs-and-services/children-families-apply.jsp$ 

### **DEMOGRAPHICS:**

Free and Reduced Meal Percentage: TBD

### **MARKETING:**

- 1. Social Media Advertisements
- 2. Postcard mailing sent
- 3. Billboards in SC
- 4. Movie theater advertising
- 5. Radio Adds

### FACITILY & SECURITY UPDATES:

- 1. Relining the lines in the parking lot.
- 2. Roof project
- 3. Discussing Athlos sign at the entrance of the campus

### PROFESSIONAL DEVELOPMENT UPDATES:

- 1. Professional development program for administration is implemented throughout the school year beginning on July 1, 2022 June 30, 2023.
- 2. Ongoing professional development program for teachers and other assigned staff throughout the school year depending on need.

### RECRUITMENT & HIRING COMMITTEE:

Updated hiring proposal attached to School Board Packet (confidential) Members: Jennifer Geraghty, Chloe Smith, Kate Hill and Kelsey Kiefer

## CRISIS, EMERGENCY, SAFETY & WELLNESS ADVISORY COMMITTEE:

Members: Tim Flatz, Kate Hill, Chloe Smith, Angela Stomas, X (health aide). Others as assigned or needed. Next meeting time TBD:

### As needed members:

Jeremy Wilson Sarah Cunningham Jennifer Geraghty

### **SOCIAL MEDIA POSTS!**

https://www.facebook.com/AthlosAcademyStCloud?mibextid=ZbWKwL





### Athlos Academy Board Training Plan 2023-2024

Minnesota Statutes 124E.07 BOARD OF DIRECTORS. Subd. 7. Training.

Every charter school board member shall attend annual training throughout the member's term. All new board members shall attend initial training on the board's role and responsibilities, employment policies and practices, and financial management. A new board member who does not begin the required initial training within six months after being seated and complete that training within 12 months after being seated is automatically ineligible to continue to serve as a board member. The school shall include in its annual report the training each board member attended during the previous year.

### **New Board Member Training**

New Board members as of June 5, 2023 - Seated on the board on June 7, 2003. Must start initial board training within 6 months of being seated and must complete within 12 months of being seated. Currently awaiting any upcoming new board member training opportunities through the Minnesota School Boards Association

### **Ongoing Board Member Training**

Returning board members and new board members will complete the following trainings through the Minnesota Charter Board Training and Development website.

MN Charter Board

**Board Roles and Responsibilities Courses**Maintain Authorizer Relations

Finance – Jenny Abbs

**Employment Policies and Practices Courses** 

Retain and Maintain Records



## Athlos Academy Board Committees 2023-2024

### **Finance Committee**

Patricia King, Board Chair Kerin Helmke, Treasurer Jennifer Geraghty, Director Jenny Abbs, BerganKDV

### **Personnel Committee**

Patricia King, Board Chair Ember Reichgott-Junge, Board Member

## **Executive Committee**

Patricia King, Board Chair Kerin Helmke, Treasurer Jennifer Geraghty, Director Catherine Georgewill, Secretary

### **Board Development Committee**

Patricia King, Board Chair Kerin Helmke, Treasurer Jennifer Geraghty, Director



### Board Self-Evaluation -Athlos Academy of St. Cloud, MN School Year 2022-2023

### **Date Completed:**

### Purpose:

- To ensure that the board holds itself accountable to high-quality charter school governance.
- To allow reflection on board performance as a group and as individuals.
- To encourage open communication resulting in improvements.
- To challenge assumptions and resolve differences of opinions.
- To gain insight into effective practices and areas for growth.
- To identify strengths and weaknesses of board member performance and that of the board as a whole to aid in future decision making and planning.
- To hold the board accountable as it serves to represent the interests of the taxpayers.
- To provide a starting point for effective goal setting and planning.
- To ensure effective governance practices that support effective administrator practices.
- To ensure quality leadership for Athlos Academy.

### **Instructions:**

- 1. Attached are forms to be completed by each board member. Board members should rate and comment on each performance area.
- 2. Each performance standard has performance indicators listed below it for consideration. These are objectives to consider and do not represent an exhaustive list. **Do not rate each indicator separately. Only rate the overall performance standard.**
- 3. Make comments to support your rating and to enhance board discussion regarding performance standards and performance indicators. It would be appropriate to document other unlisted performance indicators that you think should be documented for discussion purposes. Comments may include strong points, downfalls, progress being made toward standard, as well as future goals for board consideration.
- 4. Each board member's form should be returned to the designated board member for compilation by the agreed-upon deadline.
- 5. The compilation will be sent to board members and the administrator. The AA lead administrator will be invited to include comments and insight where applicable.
- 6. Board will meet to discuss the results of the self-evaluation, plan for improvements, and to set and agree upon goals for the upcoming year. The AA lead administrator will be invited to attend and participate.

References: Format modeled after Oregon School Boards Association self-evaluation-www.osba.org though standards and questions have been created or adjusted to meet Minnesota requirements, authorizer's expectations, and Athlos Academy's structure.

### School Year- 2022-2023

Name	Title	Completed Board	Attended
		Evaluation Form (y/n)	Reflection/Goal Setting
			Meeting (y/n)
Pat King	Board Member		
Ember Reichgott Junge	Board Member		
Kerin Helmke	Board Member		
Catherine Georgewill	Board Member		
Ann Whitehouse	Board Member		
Jennifer Geraghty (See	Principal		
#5 in the instructions			
above.)		,	

- Board members consistently and thoroughly read board packet and other pertinent documents/correspondence between board meetings.
- Board members ask "hard questions".
- The board has established, adopted, and revised policies. Policies are clear, current, and in compliance with law.
- A procedure is in place for regular review of policies.
- The board follows its own policies.
- Individual board members act only within the scope of their authority.
- The board refrains from interfering with management responsibilities.
- There is clear accountability among board members and administrators as to who is responsible for what.
- Board is comprised of a broad base of expertise (finance, HR, marketing, legal, education).
- Board members only exercise their authority as a board of the whole and in accordance with Open Meeting Law.
- Board ensures a thorough orientation process for new board members.

### Board performance for this standard:

- 1 Unacceptable performance
- 2 Adequate performance but improvement is needed
- 3 Good performance
- 4 Very good performance
- 5 Outstanding performance

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Goals:

**Board Rating** 

### Standard 3: Governance: Duty of Oversight-Financial

Board members will be reasonably aware of that which is happening at Athlos Academy in order to make informed and timely decisions.

### **Indicators**

- Board members have an understanding of fund development and financial reporting.
- School forecasts its cash flow one or two years out.
- Board has received training on understanding financial reports.
- Financial information is readily available to the board between meetings upon request.
- Board members are reasonably aware of the financial state of AA.
- A balanced budget is established and maintained.
- Board approves financial policies which ensure adequate internal controls.
- Enrollment is sufficient to ensure a balanced budget.
- Board is involved in selecting an auditor.

• Board members study financial reports and refrain from relying on the treasurer, administrator or finance director for sole oversight.

### Board performance for this standard:

- 1 Unacceptable performance
- 2 Adequate performance but improvement is needed
- 3 Good performance
- 4 Very good performance
- 5 Outstanding performance

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Goal -

Board Rating -

# Standard 4: Governance: Duty of Oversight-Student Achievement Board members will be reasonably aware of that which is happening at Athlos Academy in order to make informed and timely decisions.

### **Indicators**

- Board has a working knowledge of student achievement and performance measures used at AA.
- Board has understanding of school's performance on the most recent round of state testing.
- Board understands how standardized testing works, what it tells about student performance and what it fails to tell about student performance.
- Board understands alternative methods of assessments used at AA and projected outcomes.
- Board understands how the Individualized Education Plan works and how accommodations are made at AA.
- A portion of three board meeting agendas per school year is focused on student performance.

### Board performance for this standard:

- 1 Unacceptable performance
- 2 Adequate performance but improvement is needed
- 3 Good performance

### Board Rating -

### Standard 6: Governance: Duty of Obedience

The board complies with any and all requirements originating from organizations, agencies or entities that are senior in authority to the board's authority. (Federal government, state government, authorizer, organizational documents-bylaws/policies, etc)

### **Indicators:**

- Board members have an understanding of and adhere to guidelines within (examples, but not limited to):
  - 1. No Child Left Behind Act
  - 2. Individuals with Disabilities Education Act
  - 3. Freedom of Information Act
  - 4. MN Charter School Law
  - 5. Open Meeting Law
  - 6. Financial reporting
  - 7. Contractual agreements
  - 8. Building lease
  - 9. Employment law
  - 10. Current policies and policy development
  - 11. Bylaws
  - 12. Contract with the authorizer
- Board maintains positive relations with and follows directives of the authorizer.
- Board maintains positive relations with and follows directives of the MN Department of Education representatives.
- The board annually reviews bylaws.

### Board performance for this standard:

- 1 Unacceptable performance
- 2 Adequate performance but improvement is needed
- 3 Good performance
- 4 Very good performance
- 5 Outstanding performance

### **Comments:**

Board Rating -

# Standard 7: Board Operations: Meetings Board meetings are effective, efficient, and orderly. Board members come

### prepared and maintain focus on current goals.

### **Indicators**

- Agenda is developed as a collaborative effort between board members and administrators.
- Board members are aware of how to add/change agenda items before or during a meeting.
- Board members are prepared for meetings. Members have thoroughly read board packet material and have accomplished delegated tasks.
- There are procedures that allow for public input at board meetings.
- The chair runs an orderly meeting. Clear instructions and directions are given to the public as well as board members and administrators to allow for efficient and effective meetings.
- Board discussions are effective. They result in clear decisions.
- Minutes are recorded properly and maintained as required by law and authorizer.
- Board members respect confidentially of closed sessions.
- Board members do not surprise administrators or other board members at meetings. All parties are made fully aware of agenda items prior to the meeting.
- Agenda maintains a balance of operational oversight, oversight of student achievement, and board development/improvement.
- Board packets are distributed to all members within the agreed-upon time frame for effective oversight.
- Board meetings adhere to Open Meeting Law. Board members and administrators understand the parameters/protocol for calling a special or emergency meetings.

### Board performance for this standard:

- 1 Unacceptable performance
- 2 Adequate performance but improvement is needed
- 3 Good performance
- 4 Very good performance
- 5 Outstanding performance

### Comments:

Board Rating –

# Standard 8: Board Operations: Board Member Communications, Responsibilities, and Ethics

Board members are all equally, efficiently, and fully informed on matters of board business. Board members communicate respectfully and in accordance with law. The board, collectively and individually, takes full responsibility for board activity, behavior, and work ethic.

### **Indicators**

• All board members receive the same information in a timely manner on matters of board business.

Created May 12, 2023

- Board members share information appropriately and efficiently between meetings and do not surprise each other in public.
- Board members communicate respectfully with each other.
- All deliberation and discussion is in accordance with Open Meeting Law.
- Clear descriptions are approved and in place for board officers, members and committees to ensure clarity of roles and responsibilities.
  - Committees and members follow through with agreed upon duties.
- Committees and members meet agreed upon deadlines to ensure board efficiency.
- Board members hold each other accountable to adhering to policy and agreements.
- Board members only exercise their authority as a board of the whole.

## Board performance for this standard:

- 1 Unacceptable performance
- 2 Adequate performance but improvement is needed
- 3 Good performance
- 4 Very good performance
- 5 Outstanding performance

### **Comments:**

Goal -

Board Rating -

### Standard 9: Board Operations: Board-Administrator Relations

The board and administrator have established operational agreements of duties and boundaries. Both parties maintain effective, efficient, honest and professional communication and follow through in the best interests of Athlos Academy.

### **Indicators**

- Board refrains from interfering with administrator responsibilities.
- Administrators do not need to continuously come to the board to solicit approval to do their job.
- There is clear accountability as to who is responsible for what among board members and administrators.
- Individual board members refrain from acting as the executive's boss.
- The board governs rather than manages the school.
- There are clear policies and guidelines to ensure that board members do not interfere with management.
- The board speaks with one voice when addressing the administrator.
- The board and board members maintain communication with the administrator in a way that is respectful of the administrator's time and duties and the needs of Athlos Academy.

- The board evaluates the administrator only against predetermined criteria agreed upon by both parties.
- Board members avoid judging the administrator's actions/avoid second guessing the administrator.
- The board prevents individual board members from getting involved in resolving parent/staff complaints unless help is solicited from the administrator at a board meeting.
- The board supports the administrator before critical groups and individuals.
- The board reserves for closed sessions, statements which are evaluative of the administrator's actions.
- Board members maintain adequate communication with the administrator about situations impacting AA.
- Board members do not avoid difficult decisions when requested or when required to take a position on difficult matters.

### Board performance for this standard:

- 1 Unacceptable performance
- 2 Adequate performance but improvement is needed
- 3 Good performance
- 4 Very good performance
- 5 Outstanding performance

### **Comments:**

Board Rating -

**Standard 10: Board Improvement** 

The board participates in trainings and development opportunities to improve board governance.

### **Indicators**

- The board completes and annual self-assessment.
- The board attends state-required board trainings.
- The board regularly assesses performance and areas for needed growth.
- The board develops its capacity for greater understanding of education and governance.
- The board models a culture of high expectations throughout Athlos Academy.

### Board performance for this standard:

- 1 Unacceptable performance
- 2 Adequate performance but improvement is needed
- 3 Good performance
- 4 Very good performance
- 5 Outstanding performance

### Comments:

Board Rating -