

**Discovery Public School  
126 - 8th Street N.W.  
Faribault, MN 55021  
Regular Meeting  
December 16, 2021 @ 4:30pm**

We believe all children can learn.  
We believe a trusting, caring, and nurturing environment must pervade the entire school.  
We believe in including as many children as possible in all of the learning opportunities.  
We believe all of our actions should be consistent with our purpose and vision.  
We believe students should be taught "how" to think, not "what" to think.  
We believe the primary purpose of education is to teach children "how" to learn.  
We believe children must take responsibility for and be actively involved in their learning.

Per Statute 13D.021 subdivision 1.1:

"The DPS Board Chair has determined that an in-person meeting is not practical or prudent because of a health pandemic."

**1. Call to Order and Roll Call –**

\_\_\_ **Russ Kennedy, Chair**  
\_\_\_ **Jim Severson, Vice-Chair**  
\_\_\_ **Kay Hammer**  
\_\_\_ **Authorizer (Osprey Wilds):**  
\_\_\_ **Guest(s):**

\_\_\_ **Steven (Sam) Macklay, Clerk/Treasurer**  
\_\_\_ **Cody Hanson**  
\_\_\_ **Sharon Hansen**  
\_\_\_ **Kari-Ann Schmidt**  
\_\_\_ **Dan Weisser, Ex-Officio**

**2. Approval of the Agenda-**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Carried: \_\_\_\_\_ Failed: \_\_\_\_\_ Abstain: \_\_\_\_\_

**3. Approval of the November 18, 2021 Minutes-**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Carried: \_\_\_\_\_ Failed: \_\_\_\_\_ Abstain: \_\_\_\_\_

**4. Monthly Financial Statement –**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Carried: \_\_\_\_\_ Failed: \_\_\_\_\_ Abstain: \_\_\_\_\_

**5. Citizen Participation –**

**6. REPORTS –**

1. **Director's Report –**
2. **Community – (Dan Weisser)**
3. **Finance – (Russ Kennedy, Jim Severson, Dan Weisser)**
4. **Academic Committee – (Dan Weisser, Jim Severson, Sharon Hansen)**
5. **Environmental Education - (Allie Peterson, Jim Severson, Sharon Hansen)**

**7. DISCUSSION ITEMS:**

**7.1 SCHOOL BOARD TRAINING:** None

**7.2 COVID-19 UPDATE –**

**7.3 DPS-BA BOYS BASKETBALL CO-OP-**

**8. ACTION ITEMS:**

**8.1 DPS 2021 FINANCIAL AUDIT (STRUSS CPA) -**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Carried: \_\_\_\_\_ Failed: \_\_\_\_\_ Abstain: \_\_\_\_\_

**8.2 WBWF SURVEY-**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Carried: \_\_\_\_\_ Failed: \_\_\_\_\_ Abstain: \_\_\_\_\_

**8.3 LOTUS: SPECIAL EDUCATION PROFESSIONALS CONTRACT-**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Carried: \_\_\_\_\_ Failed: \_\_\_\_\_ Abstain: \_\_\_\_\_

**8.4 DPS 2022 SPED FORMS CONTRACT –**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Carried: \_\_\_\_\_ Failed: \_\_\_\_\_ Abstain: \_\_\_\_\_

Our next meeting is scheduled for **January 20, 2022 at 4:30.**

***Agenda items:***

Board members are requested to check their schedules to confirm this date and time *prior to Adjournment* today.

**9. ADJOURNMENT:**

Motion: \_\_\_\_\_ Second: \_\_\_\_\_ Carried: \_\_\_\_\_ Failed: \_\_\_\_\_ Abstain: \_\_\_\_\_

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Per MN statute 13D.021 subdivision 1.1: “The DPS Board Chair has determined that an in-person meeting is not practical or prudent because of a health pandemic.”

1. **Call to Order and Roll Call:** *The meeting was called to order at 4:30 p.m. by Russ Kennedy. Russ Kennedy (Chair), S. Sam Macklay (Secretary), Dan Weisser (Ex-Officio), and Sharon Hansen were present. Cody Hanson arrived at 4:38. Jim Severson and Kari-Ann Schmidt attended remotely, via “Google Meet”.*
2. **Approval of the Agenda:** *Sharon H. made a motion to approve the agenda. The motion was seconded by Sam M. The motion carried (5-0).*
3. **Approval of the October 14, 2021 Minutes:** *Sam M. made a motion to approve the October 14, 2021 minutes. The motion was seconded by Sharon H. The motion carried (4-0), Jim S. abstained.*
4. **Monthly Financial Statement:** *Pages 3 and 4 were not printed properly in the meeting packet. This error was caught previous to the meeting and the corrected copy was emailed to the board members who were attending remotely. Printed corrections were presented to members attending the meeting in person. The financial statement was reviewed and discussed by the board. Sam M. made a motion to accept the [As of] October 31, 2021 (corrected) Financial Statements, as presented to the Board. The motion was seconded by Sharon H. The motion carried (6-0).*
5. **Citizen Participation:** None.
6. **Reports:**
  - 6.1 **Director’s Report:** Cash on Hand: \$ 244,332.59 Enrollment: 53
    - Enrollment is stable at this time.
    - There have been a lot of kids out sick. We will use Monday and Tuesday as Distance Learning days to prevent any spread of illness, and give staff and students a chance to get healthy. These will count as Instructional Days because of our Provisional Online Provider status.
    - Our October Halloween Costume Party/Haunted House was a big hit last month! Food collected by the students and staff was donated to the local food shelf.
  - 6.2 **Community:** (Dan W.) Bethlehem Academy was closed for 5 days, due to COVID.

**6.3 Finance:** (Russ K., Jim S., Dan W.) Dan has been in communication with Brenda Kes. They have been gathering documentation for the annual audit and the PPP loan forgiveness application.

**6.4 Academic Committee:** (Dan W., Jim S., Sharon H.)

We have begun meeting with students to review credits and set goals for academic progress. We review NWEA scores and have students set a goal for growth on the NWEA tests as well as additional goals for the school year.

**6.5 Environmental Education:** (Alli P., Jim S., Sharon H.)

Middle school students have completed the composting project for the year for Indicator 2: Knowledge. We have met the portion of the goal for this indicator area listed below. We have two evaluation methods for this goal. The other is a pre/post test for which we still need to compile results.

Evaluation Method 2.1

Middle school students will maintain a successful composting program for our food waste from school lunch. Students will follow a rotating schedule of documenting food waste and maintaining the compost pile, so that 100% of middle school students participate.

Ninth and twelfth grade students also completed Adopt-a-Highway this fall. The seniors have done this before, but it was new for 9th grade students. They reported that it was fun.

## **7. Discussion Items:**

**7.1 School Board Training:** None.

**7.2 COVID-19 Update:** Masks are mandatory in the school. The infection rate in Rice County is very high.

**7.3 DPS Student Behavior:** Dan reported that there has been an uptick in angry (boys') behavior towards other students. He reiterated the school policy of zero tolerance of physical violence. One family withdrew their student to avoid a possible expulsion meeting with the Board.

## **8. Action Items:**

**8.1 DPS Employee Health Insurance Policy (2022):** The Board reviewed and discussed the information provided by Mike Konzen of Employers Benefit Group, regarding the renewal of our current Medica health plan. *Sharon H. made a motion that we renew our current employee health insurance policy (MIC PP MN 10%-25 Platinum) for the year 2022. The motion was seconded by Cody H. The motion carried (6-0).*

**8.2 DPS – BA Boys' Basketball Co-op:** Since our last meeting, the Bethlehem Academy Board of Directors has approved the proposed co-op so that our student(s) can play with theirs in the MSHSL. *Russ K. made a motion that we confirm the agreement with Bethlehem Academy. The motion was seconded by Jim S. The motion carried (6-0).*

**8.3 MACS Membership:** The Board discussed the pros and cons of membership in the MN Association of Charter Schools (annual dues of \$1250). *Sam M. made a motion that we not join MACS this year. The motion was seconded by Sharon H. The motion carried (6-0).*

**8.4 Filan Lawn Service Contract (Eickhoff Replacement):** The owners of Eickhoff's Cleaning and Lawn Care are retiring and transferring our account for snow removal to Filan Lawn Service. The Board reviewed the Snow Plow Contract (printed in the meeting packet). *Sam M. made a motion to approve the Snow Plow Contract 2021-2022 between Discovery School and Filan Lawn Service, commencing November 1, 2021 and terminating on October 31, 2022. The motion was seconded by Cody H. The motion carried (6-0).*

**9. Adjournment:** Board members were reminded that our next Regular Board Meeting is scheduled for December 16, 2021 at 4:30pm. Dan will check with Kay Hammer. *Russ K. made a motion to adjourn the meeting. The motion was seconded by Cody H. The motion carried (6-0).*

*Respectfully submitted: Sam Macklay, Secretary*



**Discovery Public School of Faribault #4081**  
Faribault, MN

**Financial Statements**

**As of November 30, 2021**

*Prepared by:*  
Travis Berends  
Outsourced Controller,  
School Services

# Discovery Public School of Faribault

November 2021

## Table of Contents

Executive Summary	Page 1
Dashboard	Page 2
Balance Sheet	Page 4
Statement of Revenues and Expenditures	Page 5
Supplemental Information – <i>November 2021</i>	
Payroll checks	Page 7
Receipts Recorded	Page 10
AP Checks & Wire transfers issued	Page 12
Journal Entries	Page 13
Cash Flow Projections	Page 14

***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***

**Discovery Public School of Faribault  
Faribault, Minnesota  
November 2021 Financial Statements  
Executive Summary**

**Summary of Key Financial Indicators**

- \* Average Daily Membership (ADM) Overview –
  - Original Budget: 55 ADM
  - Revised Budget: TBD
  - Actual: 49 ADM
- \* The School's budgeted surplus for the year is \$6,880. A projected cumulative fund balance of \$256,660 or 27.3% of expenditures at fiscal year-end.
- \* Projected Days Cash on Hand for the projected fiscal year-end is 78 days. Above 30 days meets best practices.

**Financial Statement Key Points**

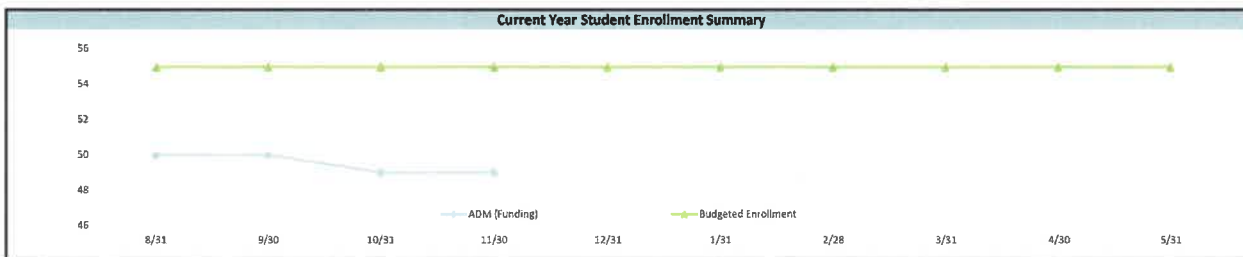
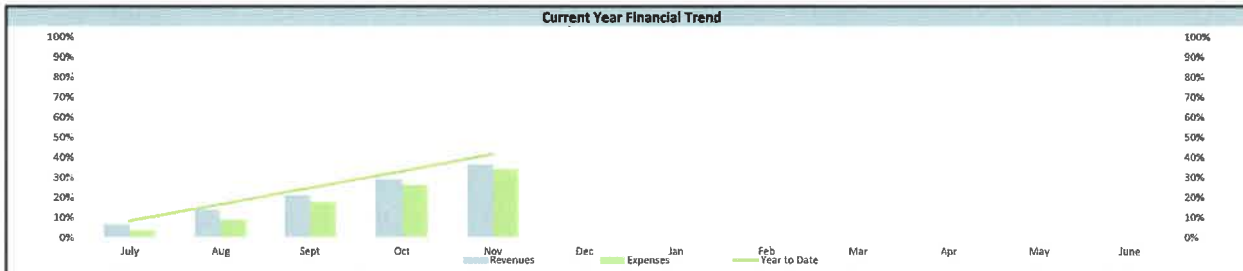
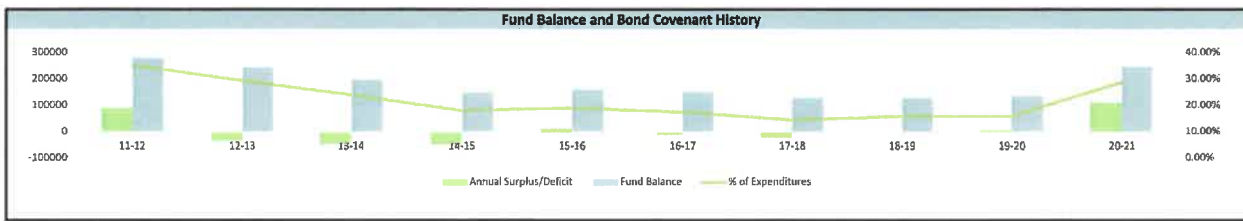
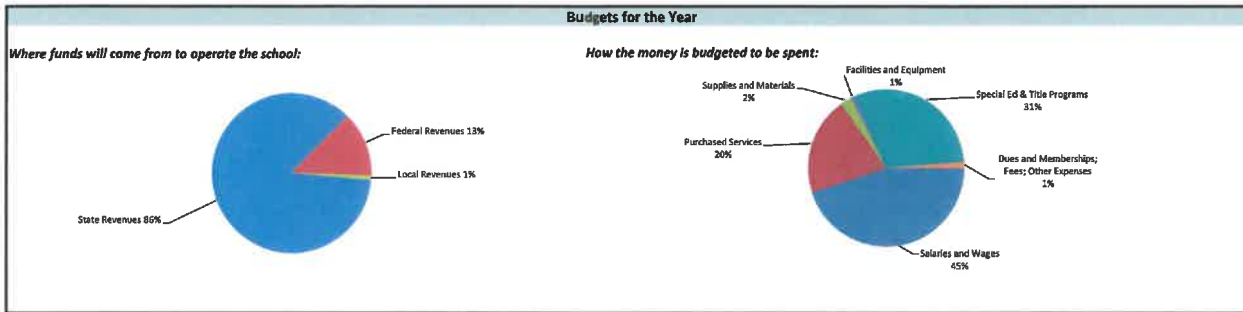
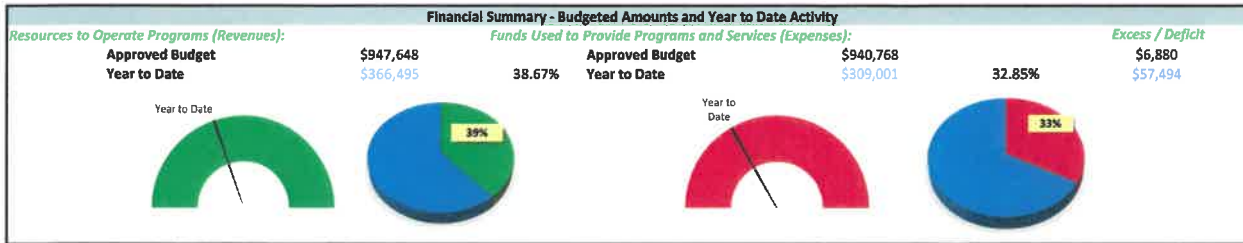
- \* As of month-end, 42% of the year was complete.
- \* Cash Balance as of the reporting period is \$241,929 up from the previous month of \$248,539.
- \* Prior year holdback balance is \$14,056 as of the reporting period. Amounts will be paid back during the Winter and final payments will be made as MDE finalizes their review of annual entitlements.
- \* Revenues received at end of the reporting period - 37%
- \* Expenditures disbursed at end of the reporting period - 34%
- \* Nothing significant to mention on the Revenues and Expenditures this month, all is on track currently when comparing budget to actual.

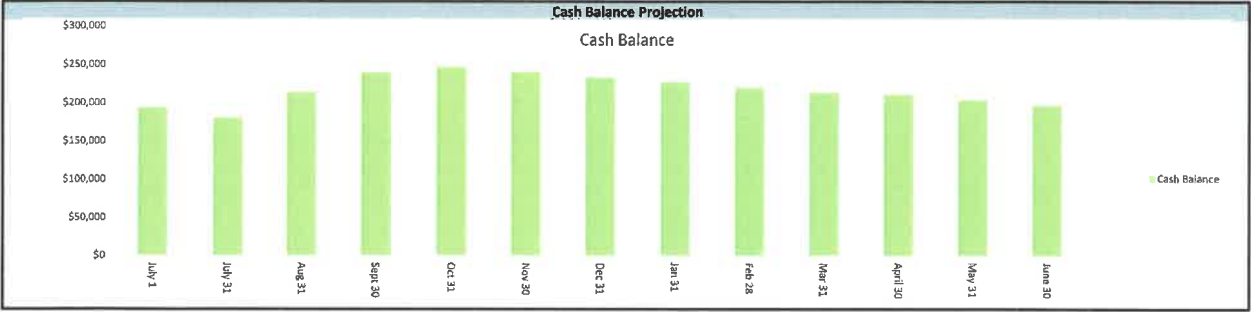
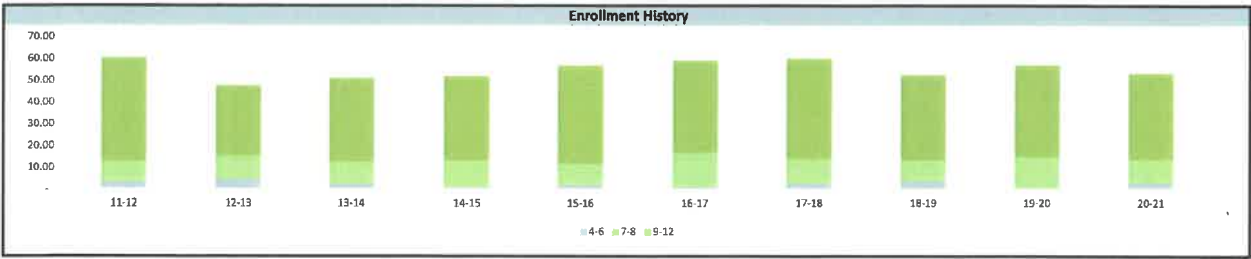
**Other Items**

- \* FY21 audit drafts have been reviewed and final drafts will be arriving soon.
- \* Two additional CARES grants were received by Discovery. This brings the projected CARES revenues to \$195,000. The two additional grants are directed to cover learning recover/lost instructional time and pandemic enrollment loss expenses.
- \* Supplemental information is provided, that shows checks that were written during the month, receipts that were posted this month, journal entries that were completed, payroll check history for the month and FY21 projected cashflow.



**Discovery Public School of Faribault  
St. Cloud MN  
Financial Statements Dashboard  
As of November 30, 2021**





**Discovery Public School of Faribault  
Faribault MN**

**November 30, 2021**

	<b>Unaudited Balance June 30, 2021</b>	<b>Ending Balance November 30, 2021</b>
<b><u>Assets</u></b>		
<b>Current Assets</b>		
Cash and Investments	194,904	241,929
Accounts Receivable	3,148	2,203
MDE/State Aids Receivable/(Deferred Rev.) 20-21	74,453	14,056
MDE/State Aids Receivable balance 21-22	0	33,318
Federal Aids Receivable	33,250	22,893
Prepaid Expenses and Deposits	21,213	-
<b>Total Current Assets</b>	<b>326,968</b>	<b>314,399</b>
<b>Total All Assets</b>	<b>326,968</b>	<b>314,399</b>
<b><u>Liabilities and Fund Balance</u></b>		
<b>Current Liabilities</b>		
Salaries and Wages Payable, fy 2020-21	36,673	7,408
Accounts Payable	10,424	0
Payroll Deductions and Contributions	30,372	(1)
Deferred Revenue	65	65
<b>Total Current Liabilities</b>	<b>77,534</b>	<b>7,472</b>
<b>Fund Balance</b>		
Audited Fund Balance 6-30-2021	249,433	249,433
Net Income fy 20-21 & fy 21-22		57,494
<b>Total Fund Balance</b>	<b>249,433</b>	<b>306,927</b>
<b>Total Liabilities and Fund Balance</b>	<b>326,968</b>	<b>314,399</b>
		-

0

Discovery Public School of Faribault  
Faribault MN

Statement of Revenues and Expenditures  
November 30, 2021

	5	41.7%	
	FY 21-22 Adopted Budget 55 ADM, 64.9 pu as of 6-18-21	Year to Date Activity 49 ADM	Percent of Budget
<b>General Fund - 01</b>			
<b>Revenues</b>			
<b>State Revenues</b>			
General Education Aid	548,714	222,011	40.5%
Charter School Lease Aid	66,241	23,184	35.0%
Long-Term Facilities Maintenance	8,571	3,653	42.6%
Special Education Aid	191,984	57,630	30.0%
Estimated State Aid fyd 2021-22	0	33,318	0.0%
Prior year - Over/under	0	0	0.0%
<b>Total State Revenues</b>	<b>815,510</b>	<b>339,796</b>	<b>41.7%</b>
<b>Federal Revenues</b>			
Title Programs, I & II	31,127	10,268	33.0%
Special Education Aid, F419 & 425	14,971	10,587	70.7%
CARES Funds, GEER & ESSER	52,505	3,538	6.7%
REAP Funds	16,323	2,190	13.4%
<b>Total Federal Revenues</b>	<b>114,926</b>	<b>26,583</b>	<b>23.1%</b>
<b>Local Revenues</b>			
Donations & Contributions	6,000	26	0.4%
Miscellaneous local Revenues, snack fund	2,774	90	3.2%
<b>Total Local Revenues</b>	<b>8,774</b>	<b>116</b>	<b>1.3%</b>
<b>Total Revenues</b>	<b>939,210</b>	<b>366,495</b>	<b>37.0%</b>
<b>Working Budget adjustments</b>			
<b>Expenditures</b>			
Salaries and Benefits not including special ed	419,807	127,052	32.0%
Contracted Services	64,605	22,758	35.2%
Legal fees	3,212	0	0.0%
Communications Services	3,577	1,970	55.1%
Postage	517	0	0.0%
Utilities	14,000	7,000	50.0%
Property and Liability Insurance	10,450	8,113	77.6%
Repairs and Maintenance, mowing and plowing	5,459	985	0.0%
Contracted Transportation	360	277	77.0%
Entry Fees/Student Travel	881	0	0.0%
Travel, Conferences, and Staff Training	200	0	0.0%
Building Lease	73,601	36,800	50.0%
Other Rentals and Operating Leases	3,734	1,482	39.7%
Supplies - Non Instructional	7,389	4,716	63.8%
Supplies - Bldg Maint	2,500	0	0.0%
Computer Software License (SMART Finance & google)	5,376	2,642	49.1%
Instructional Supplies	4,868	2,963	60.9%
Textbooks & Media resources	1,515	244	16.1%
Fuel	186	0	0.0%
Equipment & Technology Equipment	7,267	28	0.4%
Dues and Memberships; Fees	8,550	3,829	44.8%
Other Expenses	2,691	0	0.0%
Misc. Expenses	0	0	0.0%
State Special Ed	202,088	56,007	27.7%
Title Programs - Federal	38,050	10,268	27.0%
Federal Special Ed, Director and Specialists	14,972	10,587	70.7%
CARES Federal Funds,	32,505	3,538	10.9%
<b>Subtotal Expenditures</b>	<b>928,360</b>	<b>308,667</b>	<b>33.3%</b>
<b>Transfers to Other Funds</b>	<b>3,970</b>	<b>0</b>	
<b>Total Expenditures</b>	<b>932,330</b>	<b>308,667</b>	<b>34.8%</b>
<b>Expenditures Working Budget adjustments</b>			
<b>General Fund Net Income</b>	<b>6,880</b>	<b>57,828</b>	

**Statement of Revenues and Expenditures  
November 30, 2021**

	5	41.7%	
	FY 21-22 Adopted Budget 55 ADM, 64.9 pu as of 6-18-21	Year to Date Activity 49 ADM	Percent of Budget
<b>Food Services Fund - 02</b>			
<b>Revenues</b>			
State Revenues	0	0	0.0%
Federal Revenues	8,438	0	0.0%
Sale of Lunches and Other Local Revenues	0	0	0.0%
Transfer from General Fund	3,970	0	0.0%
<b>Total Revenues</b>	<b>12,408</b>	<b>0</b>	<b>0%</b>
<b>Expenditures</b>			
Salaries and Wages	2,400	0	0.0%
Employee Benefits	0	0	0.0%
Purchased Services, Food & Milk, 490 & 495	10,008	0	0.0%
Supplies and Materials	0	334	0.0%
Equipment	0	0	0.0%
Dues and Memberships	0	0	0.0%
<b>Total Expenditures</b>	<b>12,408</b>	<b>334</b>	<b>2.8%</b>
<b>Food Services Fund Net income</b>	<b>0</b>	<b>(334)</b>	
<b>Total All Funds</b>			
<b>Revenues</b>			
State Revenues	815,510	339,796	43.9%
Federal Revenues	123,364	26,583	12.3%
Local Revenues	8,774	116	1.0%
Transfers			
<b>Total Revenues</b>	<b>947,648</b>	<b>366,495</b>	<b>36.6%</b>
<b>Expenditures</b>			
Salaries and Benefits	422,207	134,460	33.1%
Purchased Services	190,604	79,385	42.7%
Supplies and Materials	21,834	10,899	48.7%
Equipment	7,267	28	2.3%
Other (Fundraising, Special Ed, Dues, etc.)	298,856	84,229	29.7%
<b>Total Expenditures</b>	<b>940,768</b>	<b>309,001</b>	<b>34.4%</b>
<b>Total Revenues All Funds</b>	<b>947,648</b>	<b>366,495</b>	<b>36.6%</b>
<b>Total Expenditures All Funds</b>	<b>940,768</b>	<b>309,001</b>	<b>34.4%</b>
<b>Net income - All Funds</b>	<b>6,880</b>	<b>57,494</b>	
	per budget model		
<b>Net working budget adjustments revenue less expense</b>			
<b>Fund Balance, All Funds as of June 30, 2021</b>	<b>249,433</b>		
<b>Projected Fund Balance, All Funds, June 30, 2022</b>	<b>256,313</b>		
	27.2%		

# Discovery Public School of Faribault Check History

Calendar	Ck Date	Gross Pay	Taxes				Before Tax				After Tax		Net Pay
			FIT-EIC	SIT	OASDI	Medicare	Retire	TSA	DEFCOMP	FLEX	Other	Other	
<b>Ackmann, Yvonne Marie</b>													
S202209-0	11/15/2021	638.75	26.81	ID 31 14.90 MN	39.61	9.26	41.52 PERA						506.65
S202210-0	11/30/2021	1,291.19	88.79	47.54 MN	80.05	18.72	83.93 PERA						972.16
		<b>1,929.94</b>	<b>115.60</b>	<b>62.44</b>	<b>119.66</b>	<b>27.98</b>	<b>125.45</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,478.81</b>
<b>Clark, Michelle</b>													
S202209-0	11/15/2021	416.70	0.00	ID 71 0.00 MN	25.84	6.04	31.25 TRA						353.57
		<b>416.70</b>	<b>0.00</b>	<b>0.00</b>	<b>25.84</b>	<b>6.04</b>	<b>31.25</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>353.57</b>
<b>Flores, Sonia</b>													
S202209-0	11/15/2021	919.19	53.03	ID 37 28.93 MN	56.99	13.33	59.75 PERA						707.16
S202210-0	11/30/2021	1,217.56	80.93	43.85 MN	75.49	17.65	79.14 PERA						920.50
		<b>2,136.75</b>	<b>133.96</b>	<b>72.78</b>	<b>132.48</b>	<b>30.98</b>	<b>138.89</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,627.66</b>
<b>Hansen, Sharon Marie</b>													
S202209-0	11/15/2021	2,208.33	155.06	ID 53 76.97 MN	130.47	30.51	165.62 TRA			103.99			1,545.71
S202210-0	11/30/2021	2,208.33	155.06	76.97 MN	130.47	30.52	165.62 TRA			103.99			1,545.70
		<b>4,416.66</b>	<b>310.12</b>	<b>153.94</b>	<b>260.94</b>	<b>61.03</b>	<b>331.24</b>	<b>0.00</b>	<b>0.00</b>	<b>207.98</b>	<b>0.00</b>	<b>0.00</b>	<b>3,091.41</b>
<b>Hanson, Cody A</b>													
S202209-0	11/15/2021	1,791.67	141.32	ID 54 68.54 MN	106.94	25.01	134.38 TRA			66.75			1,248.73
S202210-0	11/30/2021	1,791.67	141.32	68.54 MN	106.95	25.01	134.38 TRA			66.75			1,248.72
		<b>3,583.34</b>	<b>282.64</b>	<b>137.08</b>	<b>213.89</b>	<b>50.02</b>	<b>268.76</b>	<b>0.00</b>	<b>0.00</b>	<b>133.50</b>	<b>0.00</b>	<b>0.00</b>	<b>2,497.45</b>
<b>Hanson, Pamela A</b>													
S202209-0	11/15/2021	1,791.67	0.00	ID 66 0.00 MN	105.43	24.65	134.38 TRA			91.08			1,436.13
S202210-0	11/30/2021	1,791.67	0.00	0.00 MN	105.44	24.66	134.38 TRA			91.08			1,436.11
		<b>3,583.34</b>	<b>0.00</b>	<b>0.00</b>	<b>210.87</b>	<b>49.31</b>	<b>268.76</b>	<b>0.00</b>	<b>0.00</b>	<b>182.16</b>	<b>0.00</b>	<b>0.00</b>	<b>2,872.24</b>

# Discovery Public School of Faribault Check History

Calendar	Ck Date	Gross Pay	Taxes				Before Tax			After Tax		Net Pay
			FIT-EIC	SIT	OASDI	Medicare	Retire	TSA	DEFCOMP	FLEX	Other	
<b>Horak, Michele D</b>												
S202209-0	11/15/2021	2,041.67	87.25	ID 64 65.91 MN	116.87	27.34	153.13 TRA			156.63		1,434.54
S202210-0	11/30/2021	2,041.67	87.25	65.91 MN	116.87	27.33	153.13 TRA			156.63		1,434.55
		<b>4,083.34</b>	<b>174.50</b>	<b>131.82</b>	<b>233.74</b>	<b>54.67</b>	<b>306.26</b>	<b>0.00</b>	<b>0.00</b>	<b>313.26</b>	<b>0.00</b>	<b>2,869.09</b>
<b>Kaderlik, Dusti</b>												
S202209-0	11/15/2021	396.00	0.00	ID 73 0.00 MN	24.56	5.74	25.74 PERA					339.96
S202210-0	11/30/2021	409.50	0.00	0.00 MN	25.39	5.94	26.62 PERA					351.55
		<b>805.50</b>	<b>0.00</b>	<b>0.00</b>	<b>49.95</b>	<b>11.68</b>	<b>52.36</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>691.51</b>
<b>Luthe, Alexandra F</b>												
S202209-0	11/15/2021	1,833.33	147.27	ID 59 71.91 MN	110.21	25.78	137.50 TRA			55.74		1,284.92
S202210-0	11/30/2021	1,833.33	147.27	71.91 MN	110.21	25.77	137.50 TRA			55.74		1,284.93
		<b>3,666.66</b>	<b>294.54</b>	<b>143.82</b>	<b>220.42</b>	<b>51.55</b>	<b>275.00</b>	<b>0.00</b>	<b>0.00</b>	<b>111.48</b>	<b>0.00</b>	<b>2,569.85</b>
<b>Natole, Karen T.</b>												
S202209-0	11/15/2021	1,568.75	90.69	ID 35 64.36 MN	89.88	21.02	101.97 PERA			119.01		1,062.72
S202210-0	11/30/2021	2,487.50	189.82	121.25 MN	146.85	34.34	161.69 PERA			119.01		1,695.44
		<b>4,056.25</b>	<b>280.51</b>	<b>185.61</b>	<b>236.73</b>	<b>55.36</b>	<b>263.66</b>	<b>0.00</b>	<b>0.00</b>	<b>238.02</b>	<b>38.20</b>	<b>2,758.16</b>
<b>Palmer, Maria</b>												
S202209-0	11/15/2021	1,586.93	105.11	ID 69 72.53 MN	98.39	23.01	119.02 TRA					1,168.87
S202210-0	11/30/2021	1,586.93	105.11	72.53 MN	98.39	23.02	119.02 TRA					1,168.86
		<b>3,173.86</b>	<b>210.22</b>	<b>145.06</b>	<b>196.78</b>	<b>46.03</b>	<b>238.04</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,337.73</b>
<b>Peterson, Allison L</b>												
S202209-0	11/15/2021	1,708.33	90.54	ID 65 57.79 MN	105.91	24.77	128.12 TRA					1,301.20
S202210-0	11/30/2021	1,708.33	90.54	57.79 MN	105.92	24.77	128.12 TRA					1,301.19
		<b>3,416.66</b>	<b>181.08</b>	<b>115.58</b>	<b>211.83</b>	<b>49.54</b>	<b>256.24</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>2,602.39</b>

Discovery Public School of Faribault  
Check History

Calendar	Ck Date	Gross Pay	Taxes			Before Tax			After Tax		Net Pay
			FIT-EIC	SIT	OASDI	Medicare	Retire	TSA	DEFCOMP	FLEX	
<b>VanErp, Madison</b>											
S202209-0	11/15/2021	779.63	0.00	ID 67 21.95 MN	48.34	11.31	50.68 PERA				647.35
S202210-0	11/30/2021	1,167.38	0.00	41.34 MN	72.38	16.92	75.88 PERA				960.86
		<b>1,947.01</b>	<b>0.00</b>	<b>63.29</b>	<b>120.72</b>	<b>28.23</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>1,608.21</b>
<b>Weisser, Dan R.</b>											
S202209-0	11/15/2021	2,625.00	192.29	ID 8 94.74 MN	162.75	38.06	196.88 TRA			17.90	1,922.38
S202210-0	11/30/2021	2,625.00	192.29	94.74 MN	162.75	38.06	196.88 TRA			17.90	1,922.38
		<b>5,250.00</b>	<b>384.58</b>	<b>189.48</b>	<b>325.50</b>	<b>76.12</b>		<b>0.00</b>	<b>0.00</b>	<b>35.80</b>	<b>3,844.76</b>
<b>Employee Count</b>	<b>14</b>	<b>42,466.01</b>	<b>2,367.75</b>	<b>1,400.90</b>	<b>2,559.35</b>	<b>598.54</b>	<b>3,076.23</b>	<b>0.00</b>	<b>1,186.40</b>	<b>74.00</b>	<b>31,202.84</b>
<b>Totals:</b>											



## Discovery Public School of Faribault Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Date	Check No	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1963	4081	WF	CR1121	2048	Credit	A	11/04/21		Check	1	CFL	MN Dept. of Education					
							4081	R 01 005 000 012	425	400	FY22 Fin 425, CEIS Crs 012					591.48	0.00
							4081	R 01 005 000 011	425	400	FY22 Fin 425, CEIS Crs 011					908.52	0.00
															<b>Receipt Total:</b>	\$1,500.00	\$0.00
															<b>Deposit Total:</b>	\$1,500.00	\$0.00
1964	4081	WF	CR1121	2049	Credit	A	11/15/21		Check	1	CFL	MN Dept. of Education					
							4081	R 01 005 000 000	211		FY22 General Education-Char					6,050.10	0.00
							4081	R 01 005 000 000	740	360	FY22 Special Education-Char					24,467.41	0.00
															<b>Receipt Total:</b>	\$30,517.51	\$0.00
															<b>Deposit Total:</b>	\$30,517.51	\$0.00
1965	4081	WF	CR1121	2050	Credit	A	11/30/21		Check	1	CFL	MN Dept. of Education					
							4081	R 01 005 000 000	740	360	FY22 Special Education-Char					4,082.38	0.00
							4081	R 01 005 000 000	348	300	FY22 Charter School Lease					23,184.00	0.00
							4081	R 01 005 000 000	000	317	FY22 L-T Facility Maintenance					3,652.67	0.00
															<b>Receipt Total:</b>	\$30,919.05	\$0.00
															<b>Deposit Total:</b>	(6.36)	0.00
															<b>Receipt Total:</b>	(\$6.36)	\$0.00
															<b>Deposit Total:</b>	\$30,912.69	\$0.00
1966	4081	WF	CR1121	2052	Credit	A	11/22/21		Check	1	M	Misc.					
							4081	R 01 005 000 000	000	096	AmazonSmile Donation					15.51	0.00
															<b>Receipt Total:</b>	\$15.51	\$0.00
															<b>Deposit Total:</b>	\$15.51	\$0.00
1967	4081	WF	CR1121	2053	Credit	A	11/19/21		Check	1	1001	Ed Gap-Rural Achievement					
							4081	R 01 005 000 301	000	405	Federal REAP Grant Deposit					2,190.00	0.00
															<b>Receipt Total:</b>	\$2,190.00	\$0.00
															<b>Deposit Total:</b>	\$2,190.00	\$0.00

# Discovery Public School of Faribault

## Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount	
1968	4081	WF	CR1121															
Bank Deposit: 11.18.21				2054	Credit	A	11/18/21		Check	1	Misc.							
							4081	B 01 115 001			JS COBRA Pmt #17				125.00	125.00	0.00	
							4081	B 01 115 001			JS COBRA Pmt #18				125.00	125.00	0.00	
							4081	B 01 115 001			JS COBRA Pmt #19				125.00	125.00	0.00	
							4081	R 01 005 000 000 099			Yearbook sales				39.00	39.00	0.00	
															Receipt Total:	\$414.00	\$0.00	
															Deposit Total:	\$414.00	\$0.00	
															Report Total:	\$65,549.71	\$0.00	

## Discovery Public School of Faribault Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
WF		8910		BP	1	1060	QUILL		No	Yes	No	11/09/2021	217.45
WF		8911		BP	1	1060	QUILL		No	Yes	No	11/09/2021	47.98
WF		8912		BP	1	1060	QUILL		No	Yes	No	11/09/2021	23.29
WF		8913		BP	1	1060	QUILL		No	Yes	No	11/09/2021	24.99
WF		8914		BP	1	1093	Faribault Transportation Company, Inc.		No	Yes	No	11/09/2021	123.75
WF		8915		BP	1	1187	Eickhoffs Cleaning &		No	Yes	No	11/09/2021	80.00
WF		8916		BP	1	1231	Syard Corporation		No	Yes	No	11/09/2021	157.50
WF		8917		BP	1	1348	Consolidated Communications		No	Yes	No	11/09/2021	399.61
WF		8918		BP	1	1363	Loffler Companies		No	Yes	No	11/09/2021	332.00
WF		8919		BP	1	1406	1DAPE LLC		No	Yes	No	11/09/2021	185.78
WF		8920		BP	1	1407	SWWC Service Cooperative		No	Yes	No	11/09/2021	2,207.00
WF		8921		Wire	1	1197	Medica		No	Yes	No	11/15/2021	5,932.65
WF		8922		Wire	1	1240	Wells Fargo Bank-Business Acct		No	Yes	No	11/15/2021	106.77
WF		8923		Wire	1	1392	Bill.com		No	Yes	No	11/15/2021	75.75
WF		8924		Wire	1	1007	MN DEPT OF REVENUE - WIRE TRSF		No	Yes	No	11/15/2021	638.53
WF		8925		Wire	1	1054	TEACHERS RETIREMENT ASSOCIATIO		No	Yes	No	11/15/2021	2,534.99
WF		8926		Wire	1	1074	PUBLIC EMPLOYEES RETIREMENT AS		No	Yes	No	11/15/2021	602.34
WF		8927		Wire	1	1143	IRS - WIRE TRANSFER		No	Yes	No	11/15/2021	4,105.41
WF		8928		BP	1	1353	Strategic Staffing Solutions, LLC		No	Yes	No	11/17/2021	1,518.75
WF		8929		BP	1	1353	Strategic Staffing Solutions, LLC	S Corporation	No	Yes	No	11/17/2021	647.50
WF		8930		BP	1	1399	Reuvers Psych Consulting LLC		No	Yes	No	11/17/2021	800.00
WF		8931		Wire	1	1190	Wells Fargo Business Card		No	Yes	No	11/15/2021	502.00
WF		8932		Wire	1	1007	MN DEPT OF REVENUE - WIRE TRSF		No	No	No	11/30/2021	762.37
WF		8933		Wire	1	1054	TEACHERS RETIREMENT ASSOCIATIO		No	No	No	11/30/2021	2,468.99
WF		8934		Wire	1	1074	PUBLIC EMPLOYEES RETIREMENT AS		No	No	No	11/30/2021	920.24
WF		8935		Wire	1	1143	IRS - WIRE TRANSFER		No	No	No	11/30/2021	4,578.12
WF		8936		BP	1	1060	QUILL		No	Yes	No	11/22/2021	214.42
WF		8937		BP	1	1180	AFLAC		No	Yes	No	11/22/2021	74.00
WF		8938		BP	1	1372	BerganKDV Outsourced Services LLC		No	Yes	No	11/22/2021	3,375.00
WF		8939		BP	1	1186	Hoa D. Nguyen		No	Yes	No	11/30/2021	7,300.00

Bank Total: \$40,957.18  
Report Total: \$40,957.18

# Discovery Public School of Faribault Journal Entry Listing

JE Cd	Period	Date	St	Src	Ref	Description	Detail Desc	L	Fd	Org	Pro	Crs	Fin	O/S	Account Description	Debit Amount	Credit Amount	
8081	202205	11/23/2021	P	JE		Move Funds to Correct Acct	Moved to Correct 215	B	01	215	007				PERA	883.44	0.00	
							Moving to New 215	B	01	215	014				Garnishments/Levies	0.00	883.44	
																	\$883.44	\$883.44

**Discovery Public School of Faribault**  
**Cash Flow Projection Summary**  
**2021-22 School Year**

Period Ending	Cash Inflows (Revenues)				Cash Outflows (Expenditures)				Cash Balance	
	State Aid Payments	Federal Aid Payments	Other Receipts	Prior Year State/Federal Holdback	Total Receipts	Salaries and Benefits	Other Expenditures	Rent		Total Expenditures
July 31	58,200		296		58,496	25,428	31,857	14,600	71,885	\$ 194,904
Aug 31	58,215		24	41,208	99,446	24,689	33,400	7,300	65,388	181,514
Sept 30	67,869	9,962	311	22,902	101,045	31,585	36,703	7,300	75,588	215,572
Oct 31	60,757	-	-	19,582	80,339	31,641	33,887	7,300	72,828	241,029
Nov 30	61,437	3,690	430	(6)	65,550	31,203	33,657	7,300	72,160	248,539
Dec 31	61,069	13,911	1,102		76,081	39,323	39,694	4,257	83,274	241,929
Jan 31	61,069	13,911	1,102	1,325	77,406	39,323	39,694	4,257	83,274	234,736
Feb 28	61,069	13,911	1,102		76,081	39,323	39,694	4,257	83,274	228,868
Mar 31	61,069	13,911	1,102		76,081	39,323	39,694	4,257	83,274	221,676
April 30	61,069	13,911	1,102	5,195	81,277	39,323	39,694	4,257	83,274	214,483
May 31	61,069	13,911	1,102		76,081	39,323	39,694	4,257	83,274	212,486
June 30	61,069	13,911	1,102		76,081	39,323	39,694	4,257	83,274	205,293
<b>Projected Totals</b>	<b>733,959</b>	<b>111,028</b>	<b>8,774</b>	<b>81,419</b>	<b>935,179</b>	<b>419,807</b>	<b>447,360</b>	<b>73,601</b>	<b>940,768</b>	
	<b>733,959</b>	<b>111,028</b>	<b>8,774</b>	<b>90,205</b>	<b>943,965</b>	<b>419,807</b>	<b>447,360</b>	<b>73,601</b>	<b>940,768</b>	

Assumptions: 10% State Aid Holdback

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



# LOTUS: SPECIAL EDUCATION PROFESSIONALS

A Division of West Metro Learning Connections, Inc.  
355 2nd Street, Excelsior, MN 55331 · Office: (952) 474-0227 · Fax: (952) 474-0249 · www.wmlc.biz · info@wmlc.biz

COPY

## Discovery Public School of Faribault Service Proposal by Debra Schipper, M.Ed. and ASD Specialist For the 2021-2022 Academic Year

This contract, effective November 12, 2021, by and between Discovery Public School of Faribault (hereinafter referred to as the **SCHOOL**) and West Metro Learning Connections, Inc. (hereinafter referred to as the **AGENCY**) witness that:

Whereas, the **SCHOOL** has determined that it is necessary to obtain services of an **AGENCY** to provide the unique IEP services described below for the students with a disability of the **SCHOOL**, and whereas the above-named **AGENCY** is duly qualified to perform the necessary services, the parties agree to the terms of this contract and the **AGENCY** agrees to provide the services below as the responsibility of the **AGENCY**.

### Student Services

Special Education teacher providing home-based online instruction in math, writing, and social skills to be provided by **AGENCY**.

### Components/Fees

- |                                   |                |                |
|-----------------------------------|----------------|----------------|
| • Direct Instruction              | Debra Schipper | \$150 per hour |
| • Lesson Planning and Preparation | Debra Schipper | \$100 per hour |

The maximum expected amount of this contract is \$19,500. If costs exceed the contract ceiling without a signed written agreement from both parties, the **AGENCY** does so at its own risk and the **SCHOOL** is not liable for any additional cost.

The **SCHOOL** will make payments to the **AGENCY** for the services rendered at the rates listed above. Payment shall occur upon receipt of an invoice from the **AGENCY** at least monthly.

The **AGENCY** shall utilize the attendance calendar of the **SCHOOL** for provision of services.

To the extent the agreed upon services require that data on individuals be made available to the **AGENCY**, those data shall be administered in accordance with the Minnesota Government Data Practices Act, (Minnesota Statutes, Chapter 13).

Either party may terminate this agreement as follows: Either party may provide fourteen days written notice of such intent to the other party. The contract may be amended by mutual consent, in writing, at any time. If **SCHOOL** allows services to commence, acceptance of proposal is implied-in-fact.

By: Dan Weisser  
Dan Weisser, Executive Director  
Discovery Public School of Faribault

Date: 11/29/21

By: \_\_\_\_\_  
Debra Schipper, CEO  
West Metro Learning Connections, Inc.

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



**WEST METRO**  
LEARNING CONNECTIONS, INC.  
Developing Skills. Empowering Lives. Since 2003.

## SOFTWARE LICENSE AGREEMENT

This Software License Agreement ("Agreement") is entered into between SpEd Forms LLC ("Licensor") and Discovery Public School of Faribault ("Customer").

### 1. Definitions.

a. *Software* The term "Software" shall mean the computer programs in object code on the Licensor's Website.

b. *Customer* The term "Customer" shall mean the named entity signing this agreement.

### 2. License

a. *Grant of License.* Licensor grants Customer, pursuant to the terms and conditions of this Agreement, a nonexclusive, nontransferable license to use the following Software on Licensor's Website:

SpEd Forms  MA Forms

504 Forms

b. *Restrictions on Use.* Customer agrees to use the Software only for Customer's own business. Customer shall not: (i) permit any parent, subsidiaries, affiliated entities or third parties to use the Software, (ii) process or permit to be processed the data of any other party, or (iii) use the Software in the operation of a service bureau.

c. *Modifications, Reverse Engineering.* Customer agrees that only Licensor shall have the right to alter, maintain, enhance or otherwise modify the Software. Customer shall not disassemble, decompile or reverse engineer the Software's computer programs.

d. *Material Terms and Conditions.* Customer specifically agrees that each of the terms and conditions of this Section 2 are material and that failure of Customer to comply with these terms and conditions shall constitute sufficient cause for Licensor to terminate this Agreement.

### 3. Delivery, Installation, Data Conversion, Testing and Acceptance

a. *Delivery.* Licensor shall grant access to the Software on Licensor's website within five (5) days of the effective date of this Agreement.

b. *Testing.* Customer shall have ten (10) days, commencing upon being given access to the Software on Licensor's website, to test the Software. (the "Testing Period"). Should the Software on Licensor's website not substantially comply with Customer's needs, Customer's sole remedy shall be to cancel this Agreement within the ten (10) day testing period and be refunded its License Fee. After the ten (10) testing period expires, Customer will be deemed to have accepted the Software on Licensor's website and may only cancel this Agreement pursuant to Paragraph 13 below.

c. *Acceptance.* Acceptance shall be deemed to have occurred if Customer does not provide notice of a failure of the Software within the Testing Period.

### 4. License Fee

a. *In General.* In consideration for the license granted by Licensor under this Agreement, Customer shall pay Licensor a fee in the amount of \$1,085.34 (the "License Fee").

b. *Payment Terms.* Payment in full shall be tendered within 30 days of the execution of this Agreement.

c. *Taxes.* Customer shall, in addition to the other amounts payable under this Agreement, pay all sales, use, value added or other taxes, federal, state or otherwise, however designated, which are levied or imposed by reason of the transactions contemplated by this Agreement.

### 5. Ownership

a. *Title.* Customer and Licensor agree that Licensor owns all proprietary rights, including patent, copyright, trade secret, trademark and other proprietary rights, in and to the Software and any corrections, bug fixes, enhancements, updates or other modifications, including custom modifications, to the Software, whether made by Licensor or any third party.

b. *Transfers.* Under no circumstances shall Customer allow access to any person or entity not named in this agreement to Licensor's website and Software without Licensor's prior written consent.

### 6. Confidential Information

Customer agrees that the Software contains proprietary information, including trade secrets, know-how and confidential information that is the exclusive property of the Licensor. During the period of this agreement is in effect and at all times after its termination, Customer and its employees shall maintain the confidentiality of this information and shall not sell, license, publish, display, distribute, disclose or otherwise make available this information to any third party nor use such information except as authorized by this Agreement.

Customer shall not disclose any such proprietary information concerning the Software, including any flow charts, logic diagrams, user manuals and screens, to persons not an employee of Customer without the prior written consent of Licensor. Neither party shall use or disclose any Confidential Information, including information covered under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), provided by the other party except as necessary to carry out the terms of this contract. A party receiving confidential information from the other shall use the highest commercial reasonable degree of care to protect the confidential information.

Licensor will comply with all applicable State of Minnesota and federal data privacy and data security laws, including the Family Educational Rights and Privacy Act ("FERPA") (29 U.S.C. § 1232g; 34 CFR Part 99). Licensor agrees Customer remains the owner of all student data imported, exported or entered using the Software and agrees that the student data is protected under the law which Licensor may not use for any propose other than as necessary to fulfill its responsibilities under this Agreement or with the written consent of the Customer.

### 7. Use and Training

Customer shall limit the use of the Software to its employees who have been appropriately trained. Training by Licensor may be provided for an additional fee.

### 8. Warranty

LICENSOR MAKES NO WARRANTIES WITH RESPECT TO THE SOFTWARE, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS PROVIDED IN SUBSECTION 3.b ABOVE, CUSTOMER ACCEPTS THE PRODUCTS "AS IS."

### 9. Limitations Period

No arbitration or other action under this Agreement, unless involving death or personal injury, may be brought by either party against the other more than one (1) year after the cause of action arises.

### 10. No Consequential Damages

Licensor shall not be liable to Customer for indirect, special, incidental, exemplary or consequential damages (including, without limitation, lost profits) related to this Agreement or resulting from Customer's use or inability to use the Software, arising from any cause of action whatsoever, including contract, warranty, strict liability, or negligence, even if Licensor has been notified of the possibility of such damages, and that these limitations will apply notwithstanding any failure of essential purpose of this Agreement.

### 11. Limitation on Recovery

Under no circumstances shall the liability of Licensor to Customer exceed the amounts paid by Customer to Licensor under this Agreement, the refund of the License Fee paid by Customer being Customer's sole remedy. Licensor may in its sole discretion provide modifications to keep the Software in substantial conformance with this Agreement, replace the Software, or refund the license fees paid to Licensor.

### 12. Indemnification

Licensor shall indemnify and defend Customer from and against any claims, including reasonable legal fees and expenses, based upon a valid claim that the Software infringes on any copyright or patent; provided Customer promptly notifies Licensor of any such claim in writing, allows Licensor to control the proceedings and Customer fully cooperates with Licensor during such proceedings. In the event a court finally determines that the Software infringes on any United States copyright or patent, Licensor may replace, in whole or in part, the Software with a substantially compatible and functionally equivalent computer program or modify the Software to avoid the infringement. If permitted by Minnesota law governing the powers of school districts, Customer shall, at its expense, indemnify, defend, save and hold harmless Licensor from any claim brought or filed by a third party against Licensor due to any failure by Customer, its employees or agents to act in accordance with this Agreement or from the release of Confidential Information covered under the HIPAA Act as further described in Subsection 6 above.

**13. Term and Termination**

a *Effective Date.* This Agreement and the license granted hereunder shall take effect on 02/16/2022.

b *Annual Renewal.* This Agreement shall automatically renew each year on its anniversary date unless terminated as provided below. Upon renewal, the same terms and conditions contained in this Agreement shall apply except that Licensor shall provide Customer with a revised License Fee thirty (30) days before the anniversary date of this Agreement.

c *Termination.* Each party shall have the right to terminate this Agreement and the license granted herein upon the occurrence of one of the following events (an "Event of Default"):

(i) (i) In the event the other party violates any provision of this Agreement; or  
(ii) (ii) Upon a party giving thirty (30) days notice of its intent to terminate this Agreement prior to the anniversary date of this Agreement.

d *Procedure.* Within ten (10) days after termination of the license, Customer shall return to Licensor, at Customer's expense, the Software and all copies thereof, delete or destroy all other copies of the Software, and deliver to Licensor a certification, in writing signed by an officer of Customer, that the Software has been returned, all copies deleted or destroyed, and its use discontinued.

**14. Assignment**

Customer shall not assign or otherwise transfer the Software or this Agreement to anyone, including any parent, subsidiaries, affiliated entities or third parties, or as part of the sale of any portion of its business, or pursuant to any merger, consolidation or reorganization, without Licensor's prior written consent.

**15. Force Majeure**

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement if such delay or failure arises by any reason beyond its reasonable control, including any act of God, any acts of the common enemy, the elements, earthquakes, floods, fires, epidemics, riots, failures or delay in transportation or communications, or any act or failure to act by the other party or such other party's employees, agents or contractors including the failure of Licensor's equipment or the business dissolution of Licensor. The parties will promptly inform and consult with each other as to any of the above causes which in their judgment may or could be the cause of a delay in the performance of this Agreement.

**16. Notices**

All notices under this Agreement are to be delivered by:

- (i) depositing the notice in the mail, using registered mail, return receipt requested, addressed to the address below or to any other address as the party may designate by providing notice,
- (ii) overnight delivery service addressed to the address below or to any other address as the party may designate by providing notice,
- (iii) hand delivery to the individual designated below or to any other individual as the party may designate by providing notice.

The notice shall be deemed delivered

- (i) if by registered mail, four (4) days after the notice's deposit in the mail,
- (ii) if by overnight delivery service, on the day of delivery, or
- (iii) if by hand delivery, on the date of hand delivery.

**LICENSOR:**

SpEd Forms LLC  
Attention:  
Kelli Byrnes

**CUSTOMER:**

Discovery Public School of Faribault  
126 8th St. NW  
Faribault, MN 55021  
Attention:  
Dan Weisser

**17. General Provisions**

a *Complete Agreement.* The parties agree that this Agreement is the complete and exclusive statement of the agreement between the parties, which supersedes and merges all prior proposals, understandings and all other agreements, oral or written, between the parties relating to this Agreement.

b *Amendment.* This Agreement may not be modified, altered or amended except by written instrument duly executed by both parties.

c *Waiver.* The waiver or failure of either party to exercise in any respect any right provided for in this Agreement shall not be deemed a waiver of any further right under this Agreement.

d *Severability.* If any provision of this Agreement is invalid, illegal or unenforceable under any applicable statute or rule of law, it is to that extent to be deemed omitted. The remainder of the Agreement shall be valid and enforceable to the maximum extent possible.

e *Governing Law.* This Agreement and performance hereunder shall be governed by the laws of the State of Minnesota. Customer hereby agrees to submit to the jurisdiction of State and Federal Courts in the State of Minnesota.


f *Independent Contractor.* Each party agrees and acknowledges that in its performance of its obligations under this Agreement, it is an independent contractor of the other party, and is solely responsible for its own activities. Neither party shall have any authority to make commitments or enter into contracts on behalf of, bind or otherwise obligate the other party in any manner whatsoever. No joint venture, franchise or partnership is intended to be formed by this Agreement.

g *Counterparts.* This Agreement may be executed in two counterparts, both of which taken together shall constitute a single instrument. Execution and delivery of this Agreement may be evidenced by facsimile transmission.

h *Read and Understood.* Each party acknowledges that it has read and understands this Agreement and agrees to be bound by its terms.

**IN WITNESS WHEREOF, IT IS AGREED: Licensor and Customer, intending to be legally bound by the terms of this Agreement, have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.**

**LICENSOR:**



Kelli Byrnes  
President  
SpEd Forms LLC

**CUSTOMER:**

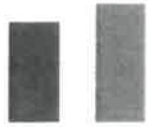
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Position

Dan Weisser  
  
Discovery Public School of Faribault  
126 8th St. NW  
Faribault, MN 55021





**SpEd Forms**  
 PO Box 1  
 Jasper, MN 56144  
 kelli@spedforms.com  
 https://www.spedforms.com  
 EIN #86-3222582

# INVOICE

INVOICE NO. 1315  
 TERMS Due on receipt  
 DATE 02/16/2022  
 DUE DATE 02/16/2022

PO #  
 TAX EXEMPT # 39833

COPY

**BILLING ADDRESS**

Discovery Public School of Faribault  
 Dan Weisser  
 126 8th St. NW  
 Faribault, MN 55021

DATE	DESCRIPTION	QTY	RATE	TAX	AMOUNT
	SpEd Forms	1	624.75		624.75
	SpEd Forms Child Count	21	6.56		137.76
	504 Forms	1	300.00		300.00
	504 Forms Child Count	55	0.415		22.83

COPY

TOTAL 1,085.34  
 BALANCE DUE \$1,085.34

**MESSAGE**

PLEASE NOTE: SpEd Forms is no longer SpEd Forms Inc and is now SpEd Forms LLC. Please adjust your records if applicable.

Thank you for your business!