

**Discovery Public School
126 - 8th Street N.W.
Faribault, MN 55021
Regular Meeting
March 17, 2022 @ 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 February 24, 2022 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 CO-OPS -

8. ACTION ITEMS:

8.1 NAVIGATE CONSULTING 2022 - 2023 AGREEMENT -

Motion: _____ Second: _____ Carried: _____ Failed: _____ Abstain: _____

8.2 DPS REVISED 2021-2022 SCHOOL CALENDAR -

Motion: _____ Second: _____ Carried: _____ Failed: _____ Abstain: _____

8.3 FILAN LAWN SERVICE 2022 CONTRACTS -

Motion: _____ Second: _____ Carried: _____ Failed: _____ Abstain: _____

Our next meeting is scheduled for **April 21, 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), Sharon Hansen, Cody Hanson, and Dan Weisser (Ex-Officio) were present. Jim Severson (Vice-Chair), Kay Hammer, Kari-Ann Schmidt, and Steven (Sam) Macklay (Clerk/Treasurer) joined via Google Meet.*
2. **Approval of the Agenda:** *Cody H. made a motion to approve the agenda. The motion was seconded by Kay H. The motion carried (7-0).*
3. **Approval of the January 20, 2022 minutes:** *Sam M. made a motion to approve the January 20, 2021 minutes. The motion was seconded by Cody H. The motion carried (7-0).*
4. **Monthly Financial Statement:** *The financial statement was reviewed by the board. A question was asked about a payment to AFLAC. Dan explained that this is a payment for insurance that is deducted from paychecks of staff that have policies with AFLAC. A question was also asked about the projected rent payments of \$3040 for February through June of 2022 on Page 13 of the financial statement. Brenda identified that it was an error and made a note to correct it. Sam M. made a motion to accept the [As of] January 31, 2022 Financial Statements, as submitted in the school board packet. The motion was seconded by Cody H. The motion carried (7-0).*
5. **Citizen Participation:** None.
6. **Reports:**

6.1 Director's Report: * Cash on Hand: \$232, 500.53 *Enrollment: 54

*Enrollment is stable at this time, added a couple new students

*We are currently holding our Annual Pennies 4 Patients Fundraiser. Teachers/Staff are raising money in classes to donate to the Leukemia and Lymphoma Society.

*Parent-Teacher Conferences were on 2/17/22. We had an average turnout for Spring Conferences, about 1/3 of parents attended.

6.2 Community: No new information.

6.3 Finance: (Russ K., Jim S., Dan W.) Dan and Russ met with Brenda on Wednesday, February 22, 2022. Dan and Russ were concerned that the ADM was only 48. Enrollment seems higher. Brenda concluded that the reason the ADM is running a little low could be because of PSEO enrollment. Those students are only counted as part time students. The Free and Reduced lunch count was also discussed. It is about 10 students fewer than last year. With our size, this will have a negative impact on the budget. We confirmed that no errors were made in the process.

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

We have 9 students that plan to take the ACT on April 5, 2022, three seniors and six juniors. One of the seniors is a retake from last year.

As of Quarter 2, we have 28 of 36 (77.8%) high school students on track to graduate. Our goal for this is in Indicator 1: Mission Related Outcomes. The goal is From FY19 to FY21, the aggregate percentage of students in grades 9-12 who will be on-track to graduate will be equal to or greater than 70%.

We are currently on track to exceed this goal with greater than 75% of students on track to graduate.

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

Students have begun their aquaponics project. This is part of our strategy for Indicator 5: Action of our ELP. The evaluation method for this indicator is:

Students in Environmental Global Studies will develop an action plan to improve the environment in their community. The action plan will be graded on a rubric. Seventy percent of the students who complete the action plan will earn a score of 70% or greater.

Students have been studying food in different cultures, and how this impacts and is impacted by the environment in which they live. The aquaponics project is part of this unit of study. They have begun starting seeds and setting up the aquaponics tanks that will house their seedlings when they sprout. Living in Minnesota where food can typically be grown only in the summer, developing indoor gardening methods is an action they are taking to extend the growing season and grow food year round.

7. Discussion Items:

7.1 School Board Training: Finance/Brenda Kes; Bergan KDV

Brenda shared a thorough review of all the variables that are considered in the budget model. It was determined that we will look to revise our 2021-2022 budget at our May meeting.

7.2 COVID-19 UPDATE

Covid cases in Rice County have decreased significantly.

7.3 DPS Face Mask Requirement

Faribault Public Schools have updated their mask policy to say that masks will be recommended but optional. DPS decided to follow the same guidelines as FPS, so we have also gone to a mask-optional policy.

8. Action Items:

8.1 South West Central Service Cooperative Contract 2022-23: Dan discussed our need for Behavioral Analyst Services with our Special Education Director. She felt that it would be beneficial to continue these services with the same number of hours. *Sharon H. made a motion to accept the SWWC contract for 2022-23. The motion was seconded by Cody H. The motion carried (7-0).*

9. **Adjournment:** Board members were reminded that our next Regular Board Meeting is scheduled for March 17, 2022 at 4:30pm. *Russ K. made a motion to adjourn the meeting. The motion was seconded by Cody H. The motion carried (7-0).*

Respectfully submitted: Sharon Hansen



Discovery Public School of Faribault #4081
Faribault, MN

Financial Statements

As of February 28, 2022

Prepared by:
Travis Berends
Outsourced Controller,
School Services

Discovery Public School of Faribault

February 2022

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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
February 2022 Financial Statements
Executive Summary

Summary of Key Financial Indicators

- * Average Daily Membership (ADM) Overview –
 - Original Budget: 55 ADM
 - Revised Budget: TBD
 - Actual: 48 ADM
- * The school has a budgeted surplus for the year of \$6,880. A projected cumulative fund balance of \$256,660 or 27.3% of expenditures at fiscal year-end.
- * The school has a working budgeted deficit for the year of \$19,063. A projected cumulative fund balance of \$230,370 or 24.8% of expenditures at fiscal year-end.
- * Projected Days Cash on Hand for the projected fiscal year-end is 68 days. Above 30 days meets best practices.

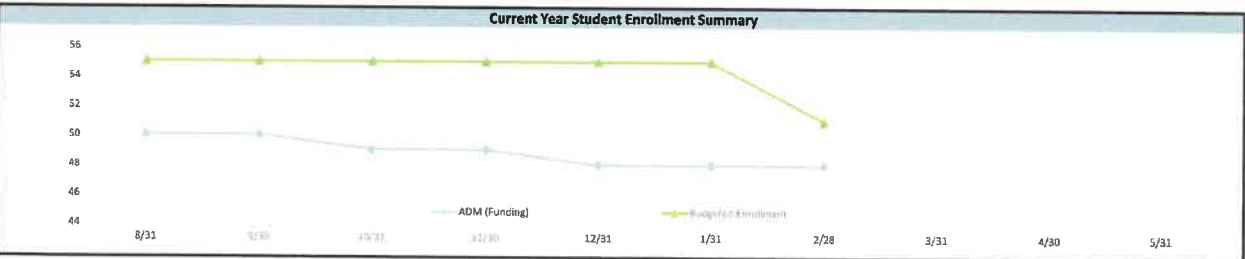
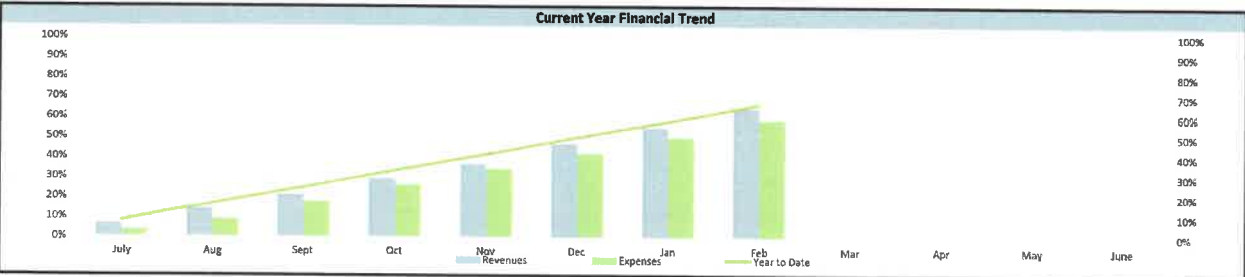
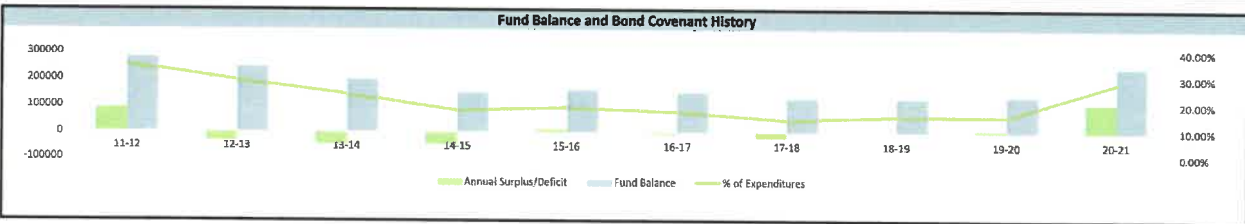
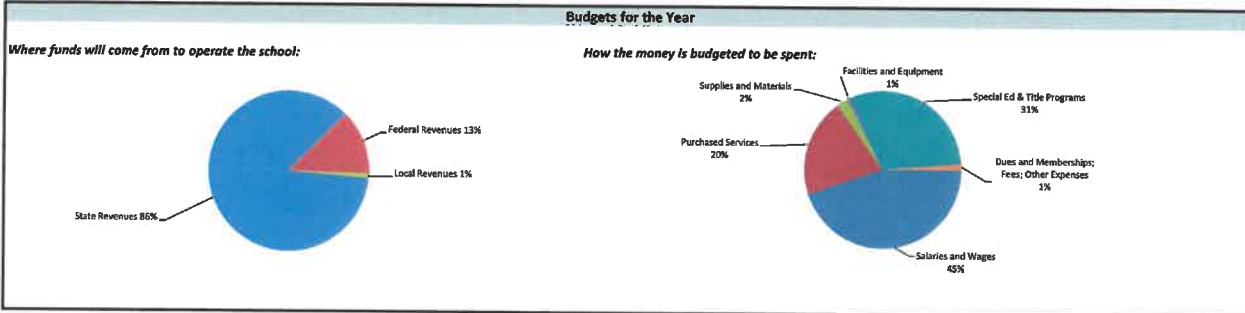
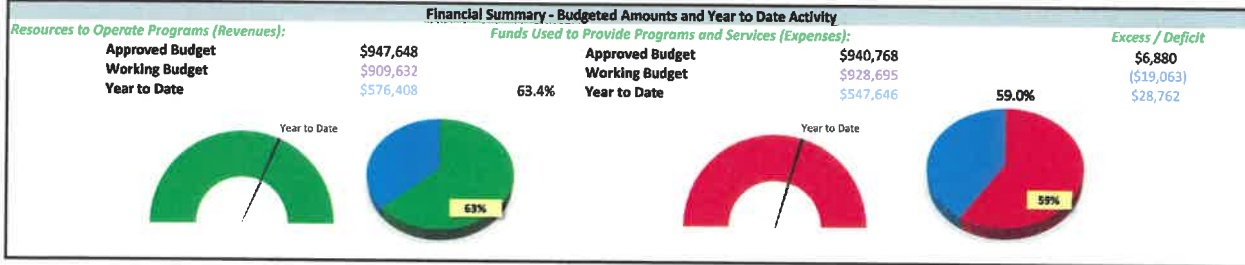
Financial Statement Key Points

- * As of month-end, 67% of the year was complete.
- * Cash Balance as of the reporting period is \$208,807 down slightly from the previous month of \$210,798.
- * Prior year holdback balance is \$9,389 as of the reporting period. Amounts will be paid back during the Spring and final payments will be made as MDE finalizes their review of annual entitlements.
- * Revenues received at end of the reporting period - 65%
- * Expenditures disbursed at end of the reporting period - 59%
- * Nothing significant to mention on the Revenues and Expenditures this month, all is on track currently when comparing budget to actual.

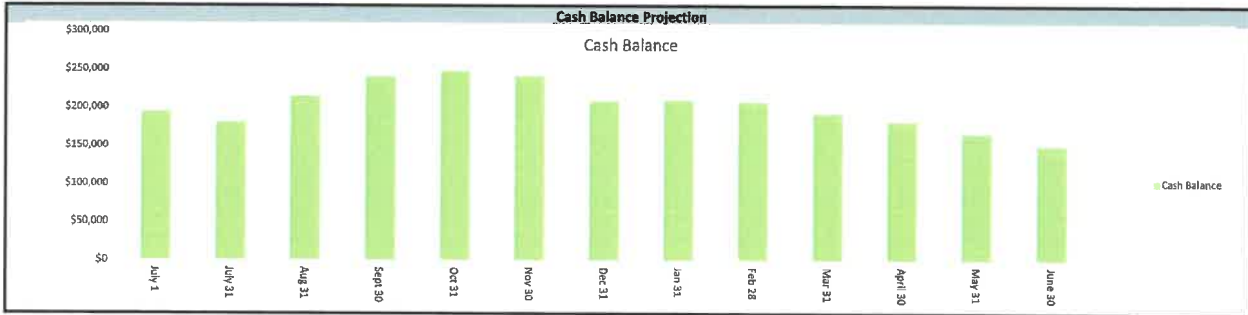
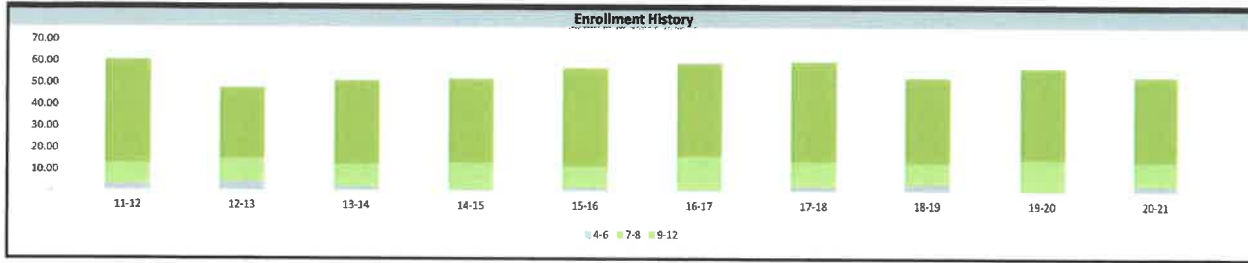
Other Items

- * Title amendment window is currently open and final funds allocated for the current fiscal year.
- * FY23 Lease Aid Applications will be released next month. All Board members will be required to sign a 'Board Member Certification' form. This form will be sent out by BerganKDV in April/May to be completed via AdobeSign.
- * 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
Faribault MN
Financial Statements Dashboard
As of February 28, 2021



Discovery Public School of Faribault
Faribault MN
Financial Statements Dashboard
As of February 28, 2021



**Discovery Public School of Faribault
Faribault MN**

February 28, 2022

	Audited Balance June 30, 2021	Ending Balance February 28, 2022
<u>Assets</u>		
Current Assets		
Cash and Investments	194,904	208,807
Accounts Receivable	3,148	2,203
MDE/State Aids Receivable/(Deferred Rev.) 20-21	74,453	9,389
MDE/State Aids Receivable balance 21-22	0	49,468
Federal Aids Receivable	33,250	35,212
Prepaid Expenses and Deposits	21,213	-
Total Current Assets	326,968	305,079
Total All Assets	326,968	305,079
<u>Liabilities and Fund Balance</u>		
Current Liabilities		
Salaries and Wages Payable, fy 2020-21	36,673	18,520
Accounts Payable	10,424	8,763
Payroll Deductions and Contributions	30,372	(464)
Deferred Revenue	65	65
Total Current Liabilities	77,534	26,884
Fund Balance		
Audited Fund Balance 6-30-2021	249,433	249,433
Net Income fy 20-21 & fy 21-22		28,762
Total Fund Balance	249,433	278,195
Total Liabilities and Fund Balance	326,968	305,079
		-

0

**Discovery Public School of Faribault
Faribault MN**

**Statement of Revenues and Expenditures
February 28, 2022**

	FY 20-21 Audited 51 ADM 12.14.21	FY 21-22 Adopted Budget 55 ADM, 64.9 pu as of 6-18-21	FY 21-22 Working Budget 2-23-22 51 ADM	Number of Months 8	Year to Date Activity 48 ADM	PercePt of Budget	Working Budget Changes from adopted
General Fund - 01							
Revenues							
State Revenues							
General Education Aid	510,994	548,714	527,867		373,622	70.8%	(20,847)
Charter School Lease Aid	66,240	66,241	66,241		23,184	35.0%	-
Long-Term Facilities Maintenance	9,124	8,571	8,002		3,653	45.6%	(569)
Special Education Aid	191,889	191,984	191,984		79,470	41.4%	(0)
Estimated State Aid fyd 2021-22	0	0	0		49,468	0.0%	-
Prioryear - Over/under	(346)	0	0		0	0.0%	-
Total State Revenues	777,900	815,510	794,094		529,396	66.7%	
Federal Revenues							
Title Programs, I & II	27,519	31,127	31,127		18,527	59.5%	-
Special Education Aid, F419 & 425	17,399	14,971	14,971		14,599	97.5%	-
CARES Funds, GEER & ESSER	9,070	52,505	52,505		5,585	10.6%	-
CRF, Coronavirus Relief Funds	16,213				0	0.0%	-
PPP Loan Reveneus	115,973				0	0.0%	-
REAP Funds	9,962	16,323	8,162		2,190	26.8%	(8,162)
Total Federal Revenues	196,137	114,926	106,765		40,902	38.3%	
Local Revenues							
Donations & Contributions	6,316	6,000	6,000		6,026	100.4%	-
Miscellaneous local Revenues, snack fund	489	2,774	2,774		85	3.1%	-
Total Local Revenues	6,805	8,774	8,774		6,111	69.7%	
Total Revenues	980,842	939,210	909,632		576,408	58.4%	(29,577)
Working Budget adjustments							
Expenditures							
Salaries and Benefits not including special ed	397,009	419,807	419,807		227,497	58.6%	-
Contracted Services	62,541	64,605	64,605		47,929	74.2%	-
Legal fees	1,248	3,212	3,212		0	0.0%	-
Communications Services	4,182	3,577	3,577		3,150	88.1%	-
Postage	647	517	517		241	46.5%	-
Utilities	14,296	14,000	14,000		10,500	75.0%	-
Property and Liability Insurance	9,150	10,450	10,450		8,113	77.6%	-
Repairs and Maintenance, mowing and plowing	2,040	5,459	5,459		1,141	20.9%	-
Contracted Transportation	0	360	360		277	77.0%	-
Entry Fees/Student Travel	0	881	881		0	0.0%	-
Travel, Conferences, and Staff Training	55	200	200		0	0.0%	-
Building Lease	75,654	73,601	73,601		55,200	75.0%	-
Other Rentals and Operating Leases	4,283	3,734	3,734		2,962	79.3%	-
Supplies - Non Instructional	7,060	7,389	7,389		6,318	85.5%	-
Supplies - Bldg Maint	2,305	2,500	2,500		0	0.0%	-
Computer Software License (SMART Finance & google)	5,449	5,376	5,376		3,813	70.9%	-
Instructional Supplies	2,916	4,868	4,868		2,997	61.6%	-
Textbooks & Media resources	1,716	1,515	1,515		364	24.1%	-
Fuel	71	186	186		0	0.0%	-
Equipment & Technology Equipment	416	7,267	7,267		0	0.0%	-
Dues and Memberships; Fees	6,784	8,550	8,550		6,265	73.3%	-
Other Expenses	0	2,691	2,691		0	0.0%	-
Misc. Expenses					0		-
State Special Ed	202,288	202,088	202,088		113,314	56.1%	-
Title Programs - Federal	27,519	38,050	38,050		18,527	48.7%	-
Federal Special Ed, Director and Specialists	17,399	14,972	14,972		14,599	97.5%	-
CRF, Coronavirus Relief Funds	16,213				0	0.0%	-
CARES Federal Funds,	9,070	32,505	32,505		5,585	17.2%	-
Subtotal Expenditures	870,310	928,360	928,360		547,312	59.0%	-
Transfers to Other Funds	0	3,970	0		0		(3,970)
Total Expenditures	870,310	932,330	928,360		547,312	61.7%	(3,970)
Expenditures Working Budget adjustments							
General Fund Net Income	110,532	6,880	(18,728)		29,096		(25,607)

Statement of Revenues and Expenditures
February 28, 2022

	FY 20-21 Audited 51 ADM 12.14.21	FY 21-22 Adopted Budget 55 ADM, 64.9 pu as of 6-18-21	FY 21-22 Working Budget 2-23-22 51 ADM	Number of Months 8	66.7%	Working Budget Changes from adopted
Food Services Fund - 02						
Revenues						
State Revenues	0	0	0	0	0.0%	-
Federal Revenues	1,049	8,438	0	0	0.0%	(8,438)
Sale of Lunches and Other Local Revenues	505	0	0	0	0.0%	-
Transfer from General Fund	0	3,970	0	0	0.0%	(3,970)
Total Revenues	1,554	12,408	0	0	0%	(12,408)
Expenditures						
Salaries and Wages	0	2,400	0	0	0.0%	(2,400)
Employee Benefits	0	0	0	0	0.0%	-
Purchased Services, Food & Milk, 490 & 495	1,049	10,008	0	0	0.0%	(10,008)
Supplies and Materials	0	0	335	334	0.0%	335
Equipment	0	0	0	0	0.0%	-
Dues and Memberships	0	0	0	0	0.0%	-
Total Expenditures	1,049	12,408	335	334	2.8%	(12,073)
Food Services Fund Net Income	505	0	(335)	(334)		(335)
Total All Funds						
Revenues						
State Revenues	777,900	815,510	794,094	529,396	66.7%	(21,416)
Federal Revenues	197,186	123,364	106,765	40,902	38.3%	(16,600)
Local Revenues	7,309	8,774	8,774	6,111	69.7%	-
Transfers						
Total Revenues	982,396	947,648	909,632	576,408	63.4%	(38,015)
Expenditures						
Salaries and Benefits	397,009	422,207	419,807	246,017	58.6%	(2,400)
Purchased Services	175,145	190,604	180,596	129,513	71.7%	(10,008)
Supplies and Materials	19,516	21,834	22,169	13,826	62.4%	335
Equipment	416	7,267	7,267	0	0.0%	-
Other (Fundraising, Special Ed, Dues, etc.)	279,274	298,856	298,856	158,290	53.0%	-
Total Expenditures	871,359	940,768	928,695	547,646	59.0%	(12,073)
Total Revenues All Funds	982,396	947,648	909,632	576,408	63.4%	(38,015)
Total Expenditures All Funds	871,359	940,768	928,695	547,646	59.0%	(12,073)
Net Income - All Funds	111,036	6,880	(19,063)	28,762		(25,942)
per budget model			(25,942)			
Net working budget adjustments revenue less expense						
0						
Fund Balance, All Funds as of June 30, 2021	138,397	249,433	249,433			
Projected Fund Balance, All Funds, June 30, 2022	249,433	256,313	230,370			
	28.6%	27.2%	24.8%			

Check History

Calendar	Ck Date	Gross Pay	Taxes				Before Tax			After Tax		Net Pay
			FIT-EIC	SIT	OASDI	Medicare	Retire	TSA	DEFCOMP	FLEX	Other	
Ackmann, Yvonne Marie												
S202215-0	02/15/2022	1,113.25	67.84	ID 31 37.85 MN	69.02	16.15	72.36 PERA					850.03
S202216-0	02/28/2022	1,414.38	98.07	52.92 MN	87.69	20.50	91.93 PERA					1,063.27
		2,527.63		90.77		36.65		0.00	0.00	0.00		
			165.91		156.71		164.29	0.00	0.00	0.00		1,913.30
Flores, Sonia												
S202215-0	02/15/2022	1,174.25	73.54	ID 37 40.91 MN	72.81	17.03	76.33 PERA					893.63
S202216-0	02/28/2022	1,482.25	105.68	56.31 MN	91.90	21.49	96.35 PERA					1,110.52
		2,656.50		97.22		38.52		0.00	0.00	0.00		
			179.22		164.71		172.68	0.00	0.00	0.00		2,004.15
Hansen, Sharon Marie												
S202215-0	02/15/2022	2,208.33	150.52	ID 53 75.97 MN	130.47	30.51	165.62 TRA			103.99		1,551.25
S202216-0	02/28/2022	2,208.33	150.52	75.97 MN	130.47	30.51	165.62 TRA			103.99		1,551.25
		4,416.66		151.94		61.02		0.00	0.00	207.98	0.00	
			301.04		260.94		331.24	0.00	0.00	0.00		3,102.50
Hanson, Cody A												
S202215-0	02/15/2022	1,791.67	139.05	ID 54 67.25 MN	106.95	25.01	134.38 TRA			66.75		1,252.28
S202216-0	02/28/2022	1,833.34	143.08	69.40 MN	109.52	25.62	137.50 TRA			66.75		1,281.47
		3,625.01		136.65		50.63		0.00	0.00	133.50	0.00	
			282.13		216.47		271.88	0.00	0.00	0.00		2,533.75
Hanson, Pamela A												
S202215-0	02/15/2022	1,791.67	0.00	ID 66 0.00 MN	105.44	24.66	134.38 TRA			91.08		1,436.11
S202216-0	02/28/2022	1,791.67	0.00	0.00 MN	105.44	24.65	134.38 TRA			91.08		1,436.12
		3,583.34		0.00		49.31		0.00	0.00	182.16	0.00	
			0.00		210.88		268.76	0.00	0.00	0.00		2,872.23
Horak, Michele D												
S202215-0	02/15/2022	2,041.67	83.19	ID 64 64.90 MN	116.88	27.33	153.13 TRA			156.63		1,439.61
S202216-0	02/28/2022	2,041.67	83.19	64.90 MN	116.87	27.33	153.13 TRA			156.63		1,439.62
		4,083.34		129.80		54.66		0.00	0.00	313.26	0.00	
			166.38		233.75		306.26	0.00	0.00	0.00		2,879.23

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	
Johnson, Lawrence													
S202215-0	02/15/2022	315.00	0.00	ID 72 0.00 MN	19.53	4.57	20.48 PERA						270.42
S202216-0	02/28/2022	189.00	0.00	0.00 MN	11.71	2.74	12.29 PERA						162.26
		504.00	0.00	0.00		7.31		0.00		0.00		0.00	432.68
Luthe, Alexandra F													
S202215-0	02/15/2022	1,833.33	145.00	ID 59 70.62 MN	110.21	25.78	137.50 TRA			55.74			1,288.48
S202216-0	02/28/2022	1,875.00	149.04	72.78 MN	112.80	26.38	140.63 TRA			55.74			1,317.63
		3,708.33		143.40		52.16		0.00		111.48		0.00	2,606.11
			294.04		223.01		278.13		0.00		0.00		
Natole, Karen T.													
S202215-0	02/15/2022	1,675.00	100.34	ID 35 70.11 MN	96.47	22.56	108.88 PERA			119.01		19.10	1,138.53
S202216-0	02/28/2022	2,250.00	164.86	106.66 MN	132.13	30.90	146.25 PERA			119.01		19.10	1,531.09
		3,925.00		176.77		53.46		0.00		238.02		38.20	2,669.62
			265.20		228.60		255.13		0.00		0.00		
Palmer, Maria													
S202215-0	02/15/2022	1,679.44	110.27	ID 69 76.24 MN	104.13	24.35	125.96 TRA						1,238.49
S202216-0	02/28/2022	1,554.43	99.23	69.48 MN	96.37	22.54	116.58 TRA						1,150.23
		3,233.87		145.72		46.89		0.00		0.00		0.00	2,388.72
			209.50		200.50		242.54		0.00		0.00		
Peterson, Allison L													
S202215-0	02/15/2022	1,708.33	86.00	ID 65 56.79 MN	105.92	24.77	128.12 TRA						1,306.73
S202216-0	02/28/2022	1,750.00	89.38	58.52 MN	108.50	25.38	131.25 TRA						1,336.97
		3,458.33		115.31		50.15		0.00		0.00		0.00	2,643.70
			175.38		214.42		259.37		0.00		0.00		
VanErp, Madison													
S202215-0	02/15/2022	1,006.50	0.00	ID 67 32.51 MN	62.40	14.59	65.42 PERA						831.58
S202216-0	02/28/2022	1,270.50	0.00	45.72 MN	78.77	18.42	82.58 PERA						1,045.01
		2,277.00		78.23		33.01		0.00		0.00		0.00	1,876.59
			0.00		141.17		148.00		0.00		0.00		

Check History

Calendar	Ck Date	Gross Pay	Taxes				Before Tax			After Tax		Net Pay
			FIT-EIC	SIT	OASDI	Medicare	Retire	TSA	DEFCOMP	FLEX	Other	
Weisser, Dan R.												
S202215-0	02/15/2022	2,625.00	187.75	ID 8 92.43 MN	162.75	38.06	196.88 TRA				17.90	1,929.23
S202216-0	02/28/2022	2,625.00	187.75	92.43 MN	162.75	38.06	196.88 TRA				17.90	1,929.23
		5,250.00		184.86		76.12		0.00		0.00	35.80	
			375.50		325.50		393.76		0.00		0.00	3,858.46
Employee Count 13												
Totals:		43,249.01		1,450.67		609.89		0.00		1,186.40	74.00	
			2,414.30		2,607.90		3,124.81		0.00		0.00	31,781.04

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	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1975	4081	WF	CR0222													
IDEAS Payment: 02.15.22																
			2061	Credit	A	02/15/22		Check	1	CFL						
						4081	R 01 005 000 000	000	211	FY22 General Education-Char					13,334.44	0.00
						4081	R 01 005 000 000	740	360	FY22 Special Education-Char					21,840.29	0.00
														Receipt Total:	\$35,174.73	\$0.00
															(720.72)	0.00
														Receipt Total:	(\$720.72)	\$0.00
														Deposit Total:	\$34,454.01	\$0.00
1976	4081	WF	CR0222													
IDEAS 02.28.2022																
			2063	Credit	A	02/28/22		Check	1	CFL						
						4081	R 01 005 000 000	000	211	FY22 Gen Ed					29,947.94	0.00
														Receipt Total:	\$29,947.94	\$0.00
														Deposit Total:	\$29,947.94	\$0.00
														Report Total:	\$64,401.95	\$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		9003		BP	1	1060	QUILL		No	Yes	No	02/01/2022	69.99
WF		9004		BP	1	1190	Wells Fargo Business Card		No	Yes	No	02/01/2022	11.19
WF		9005		BP	1	1315	Phone Station, Inc.		No	Yes	No	02/01/2022	156.50
WF		9006		BP	1	1353	Strategic Staffing Solutions, LLC	Ind/Sole Proprietor	No	Yes	No	02/01/2022	647.50
WF		9007		BP	1	1356	Loffler Companies, Inc.		No	Yes	No	02/01/2022	446.70
WF		9009		BP	1	1231	Syand Corporation		No	Yes	No	02/01/2022	157.50
WF		9010		BP	1	1241	The McDowell Agency, Inc.		No	Yes	No	02/14/2022	41.00
WF		9011		BP	1	1309	Osprey Wilds ELC	Other	No	Yes	No	02/14/2022	2,365.82
WF		9012		BP	1	1348	Consolidated Communications		No	Yes	No	02/14/2022	397.94
WF		9013		BP	1	1397	Navigate Care Consulting	Ind/Sole Proprietor	No	Yes	No	02/14/2022	760.00
WF		9014		BP	1	1407	SWWC Service Cooperative	Other	No	Yes	No	02/14/2022	1,103.50
WF		9015		BP	1	1409	Filan Lawn Service LLC	Ind/Sole Proprietor	No	Yes	No	02/14/2022	230.00
WF		9016		Wire	1	1190	Wells Fargo Business Card		No	Yes	No	02/16/2022	26.97
WF		9017		Wire	1	1197	Medica		No	Yes	No	02/16/2022	6,164.29
WF		9018		Wire	1	1240	Wells Fargo Bank-Business Acct		No	Yes	No	02/16/2022	94.06
WF		9019		Wire	1	1392	Bill.com		No	Yes	No	02/16/2022	78.91
WF		9020		Wire	1	1007	MN DEPT OF REVENUE - WIRE TRSF		No	Yes	No	02/15/2022	685.58
WF		9021		Wire	1	1054	TEACHERS RETIREMENT ASSOCIATIO		No	Yes	No	02/15/2022	2,483.65
WF		9022		Wire	1	1074	PUBLIC EMPLOYEES RETIREMENT AS		No	Yes	No	02/15/2022	739.78
WF		9023		Wire	1	1143	IRS - WIRE TRANSFER		No	Yes	No	02/15/2022	4,260.20
WF		9024		BP	1	1180	AFLAC		No	Yes	No	02/25/2022	74.00
WF		9025		BP	1	1186	Hoa D. Nguyen		No	Yes	No	02/25/2022	7,300.00
WF		9026		BP	1	1231	Syand Corporation		No	Yes	No	02/25/2022	1,317.50
WF		9027		BP	1	1356	Loffler Companies, Inc.		No	Yes	No	02/25/2022	380.24
WF		9028		BP	1	1372	BerganKDV Outsourced Services LLC		No	Yes	No	02/25/2022	3,375.00
WF		9029		BP	1	1399	Reuvers Psych Consulting LLC	S Corporation	No	Yes	No	02/25/2022	1,020.00
WF		9030		BP	1	1406	1DAPE LLC	LLC - C Corp	No	Yes	No	02/25/2022	224.86
Bank Total: \$34,612.68													
Report Total: \$34,612.68													

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

Period Ending	Cash Inflows (Revenues)				Cash Outflows (Expenditures)				
	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
Aug 31	58,215		24	41,208	99,446	24,689	33,400	7,300	65,388
Sept 30	67,869	9,962	311	22,902	101,045	31,585	36,703	7,300	75,588
Oct 31	60,757	-	-	19,582	80,339	31,641	33,887	7,300	72,828
Nov 30	61,437	3,690	430	(6)	65,550	31,203	33,657	7,300	72,160
Dec 31	49,251	2,000	-		51,251	30,537	45,590	7,300	83,427
Jan 31	59,078	-	6,000	5,386	70,464	29,808	32,311	7,300	69,418
Feb 28	65,123	-	-	(721)	64,402	31,781	27,313	7,300	66,394
Mar 31	63,508	23,844	428		87,780	33,284	68,161	1,975	103,420
April 30	63,508	23,844	428	5,195	92,975	33,284	68,161	1,975	103,420
May 31	63,508	23,844	428		87,780	33,284	68,161	1,975	103,420
June 30	63,508	23,844	428		87,780	33,284	68,161	1,975	103,420
Projected Totals	733,959	111,028	8,774	93,546	947,306	369,807	547,360	73,601	990,768

Cash Balance	\$ 194,904
	181,514
	215,572
	241,029
	248,539
	241,929
	209,753
	210,798
	208,807
	193,167
	182,722
	167,082
	151,442

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

School Nurse Contract 2022-23

message

Navigate Care Consulting <admin@navigatecare.com>

Tue, Mar 1, 2022 at 10:10 AM

to: Karen Natole <knatole@isd4081.org>, Dan Weisser <DWeisser@isd4081.org>

cc: Stacy Buschmann-Ford <stacy@navigatecare.com>

It's that time again- I have attached the 2022-23 contract for School Nurse Consultation. Please let me know if you'd like me to send it to you via "Adobe sign" program. **Please complete page 1 and scan/send it back to me.**

SUMMARY of UPDATES:

We strive to keep quality nurses and provide top of the line services to you and your school community. Rates are increased slightly every 3-5 years and will change to \$90/hour "off-site" (not at the school) and \$100/hr "on-site" (at the school). Additionally, I have added some wording about a minimum visit time (6a/e) and a late notice assessment charge (6f). It's not often, but there are times our nurses travel to the school (some travel for 60+mins) and are unable to perform their planned activities due to student absences etc. The minimum charge (1 hour) attempts to take the edge off the costs they incur from that trip. This does not apply to nurse initiated check-ins and every attempt will be made to plan accordingly.

Otherwise, the contract is unchanged. Please do review the STATEMENT of WORK so that we're all on the same page with what is expected from all parties.

ALSO:

If you haven't already done so, please set up a time to chat with your nurse about 2022-23 planning. Spring is the perfect time to get next years health forms out to your families so that the nurse can review them over the summer. In order for a safe beginning of next school year, things need to be compiled for students with health needs (ie: following up on details with their families, requesting documents and plans from their clinics, gathering parent signatures and meds, putting together health plans to train your staff, etc). If you'd like to take advantage of the 'digital' health form link, just let us know and we will have that all set up again.

We have been so fortunate to stay afloat during the past couple years and credit our faithful clients for their continued trust and ingenuity. Please do not hesitate to let me know if you have any questions or concerns. Thank you all for everything you do!

In health and gratitude,

Kristen Gerber

Licensed School Nurse/Owner

Navigate Care Consulting

P: (612) 240-2123 F: (651) 925-0200

www.navigatecare.com

Confidentiality Notice:

Information transmitted in this electronic mail and any documents attached may contain confidential and/or privileged materials and are intended only for the person, persons, entity, or entities to which the email is addressed. Any review, retransmission, dissemination or any other use of these materials, by persons or entities other than the intended recipient is strictly prohibited. If you receive an email in error from Navigate Care Consulting, please contact the sender via phone or email and delete the material from your computer.

 **Contract 2022-23 - Licensed School Nurse Consultation FILLABLE.pdf**
218K



LICENSED SCHOOL NURSE CONSULTANT AGREEMENT

(covers services between: 1July2022 - 30June2023)

This Services Agreement ("this **Agreement**") hereby establishes and outlines the independent contractor relationship by and between Navigate Care Consulting, a Minnesota LLC ("the **Company**"), and the below named school ("the **Client**").

School Name:	District #:	Grades:
School Address:		
Phone:	Fax:	
Director:	Email:	
Contact Person:	Email:	
Invoicing Contact:	Email:	
<p>Minnesota statute 121A.21 directs school districts to provide services to promote the health of its students. Districts with (at least) 1000 students are required to employ a minimum of 1 full time Licensed School Nurse (LSN) or request approval to work with a consultant while searching to employ a full-time LSN. Districts with less than 1000 students can enter into an agreement with an organization currently licensed under chapter 148. Navigate Care Consulting is fully licensed by the MN Board of Nursing (for RN/BSN and PHN) and the MN Professional Educator Licensing and Standards Board (for LSN).</p> <p>Anticipated (approximate) enrollment: _____ . Please select one of the following options:</p> <p><input type="checkbox"/> <u>BOTH General and Special Education Services</u> (this fulfills the above statute)</p> <p><input type="checkbox"/> <u>ONLY Special Education Services</u> (school has alternate LSN coverage for general ed students)</p>		

IN WITNESS WHEREOF, I have read, understand, and agree to the Conditions of Agreement for Service and Statement of Work. The parties have executed this Agreement on the dates set forth below.

	Client Guarantor	Company
Printed Name		Kristen M. Gerber
Signature		<i>Kristen M. Gerber</i>
Title		Owner / Licensed School Nurse
Organization		Navigate Care Consulting LLC
Date		1 March 2022

Not required: Annual service totals will be tracked by the school. Services beyond this amount will require further approval: \$ _____ /year for general education and \$ _____ /year for special education.

WHEREAS, Client desires to retain the Company to provide certain health consulting services upon the terms and conditions hereinafter set forth, and Company is willing to perform such services. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

(Please complete, sign, and return this page)

CONDITIONS OF AGREEMENT FOR SERVICE

- 1) **APPLICABILITY.** These terms:
 - a) and conditions for services (the "**Terms**") are the only terms that govern the provision of services by the Company to the Client.
 - b) and included statement of work (the "**Statement of Work**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral.
 - c) prevail over any of the Client's general terms and conditions regardless whether or when the Client has submitted its request for proposal, order, or such terms. Provision of services to the Client does not constitute acceptance of any of the Client's terms and conditions and does not serve to modify or amend these Terms.
- 2) **SERVICES.** The Client is engaging the Company to perform health consultation services (the "**Services**") in accordance with applicable state and federal law through its independent consultants (the "**Consultants**"). Under these Terms, the Company shall provide the Client with services outlined in the Statement of Work.
 - a) The Consultant will control the manner and means by which the Services are performed.
- 3) **CLIENT OBLIGATIONS.** The Client shall:
 - a) provide to the Consultant a clean work area and access to any facilities reasonably deemed necessary for the performance of the Services;
 - b) provide access, as requested, to student health records or any other documents reasonably deemed necessary for the performance of Services;
 - c) respond promptly (within 3 business days) to any Consultant request to provide direction, information, approvals, authorizations, or decisions that are reasonably deemed necessary to perform Services;
 - d) provide office supplies and equipment such as file folders, copier/scanner, computer, and paper;
 - e) designate one liaison between the Client and the Company for communication purposes;
 - f) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to begin;
 - g) notify the Consultant of any special education referrals for an initial evaluation or re-evaluation, changes in scheduled meetings, and evaluation due date 30 days prior so the Consultant can plan accordingly.
- 4) **CLIENT'S ACTS OR OMISSIONS.** If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 5) **TERM.** This Agreement shall commence on July 1, 2022, and shall continue until June 30, 2023, unless earlier terminated in accordance with Section 8 (the "**Term**").
- 6) **FEES AND EXPENSES; PAYMENT TERMS; INTEREST ON LATE PAYMENTS.** Every two weeks, the Company will send electronic invoices to the invoicing contact for any work completed during that time period. Subtotals will be provided for General Education, Special Education, Staff Education, and other categories defined by Company. Entries will include details on what work was completed. The Client shall:
 - a) be charged on an hourly basis for work performed by the Consultant on behalf of the Company. Hourly rates are **\$100.00 per hour for on-site visit work** and **\$90.00 per hour for off-site work**. There is a minimum onsite visit time of 1 hour for any required visits; nurse initiated check-ins do not have a minimum charge. Hours will be rounded to the nearest quarter hour;
 - b) be charged fees for services other than hourly work notated on optional service selections by the Client;
 - c) reimburse the Company for reasonable expenses incurred in the performance of the Services, provided that such expenses are supported by receipts or supporting documentation and have prior approval by the Client;
 - d) be charged travel costs if more than 20 miles from the MN State Capitol (75 Rev Dr Martin Luther King Jr. Boulevard, St Paul, MN 55155). Consultant will calculate miles driven above 40 (round trip) at the current per diem rate. In addition, the off-site hourly charge will be calculated for travel time above 60 mins (round trip) rounded to the nearest quarter of an hour increment. The Company will attempt to assign the Consultant living nearest to the Client;
 - e) be charged the minimum specified in 6a if the Consultant travels to the Client and is unable to perform planned activities through no fault of their own;
 - ~~f) be charged a fee of \$90 (1hr off-site) for special education summations when Consultant is given less than 15 days notice;~~
 - g) pay all invoiced amounts due to the Company within 30 days from the date of the invoice in US dollars.
 - i) In the event payments are not received by the Company after becoming due, Company may: charge interest on any such unpaid amounts at a rate of 10% (per month) for 1-30 days late and then 20% (per month) for 31+ days late (compounded) from the date such payment was due until the date paid; and suspend performance for all Services until payment has been made in full.
- 7) **TAXES.** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.
- 8) **TERMINATION.** This Agreement will remain in full force and effect for the term set forth in Section 5. Upon termination, the Client must immediately notify their board, authorizer, and school community.
 - a) Either party may terminate this Agreement prior to the expiration of the Term, without cause, upon at least 30 days written notice to the other party.
 - b) The Company may terminate this Agreement, effective immediately upon written notice to the Client, in the event that the Client materially breaches this Agreement.
- 9) **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Company, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to clients, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Company to Client, whether disclosed orally or

disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Client without the prior written consent of the Company.

a) Client agrees to use the Confidential Information only to make use of the Services.

b) Company shall be entitled to injunctive relief for any violation of this Section.

- 10) **CONFIDENTIALITY OF PERSONAL HEALTH INFORMATION ("PHI").** The parties acknowledge that, for the purposes of this Agreement, they fall within the definition of The Family Educational Rights and Privacy Act (FERPA) which prohibits a school from disclosing personally identifiable information from students' education records without the consent of a parent or eligible student, unless an exception to FERPA's general consent rule applies. Health information used in the educational setting falls under FERPA. Each party warrants that they will maintain and protect the confidentiality of all PHI in accordance with FERPA and all applicable federal and state laws and regulations. However, nothing herein will limit the parties' use of any aggregated patient information that does not contain PHI. This Section will survive the termination of this Agreement.

11) **REPRESENTATION AND WARRANTY.**

a) The Client represents that it has the full right, power, and authority to enter into this Agreement and to perform its obligations as established in this Agreement.

b) The execution of this Agreement by the Client's representative, whose signature is set forth at the end hereof, has been duly authorized by all necessary corporate action.

c) Company represents and warrants to Client that it shall perform the Services using personnel of required qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.

d) The Company shall not be liable for a breach of the warranty set forth in Section 11(c) unless Client gives written notice of the defective Services, reasonably described, to Company within 30 days of the time when Client discovers or ought to have discovered that the Services were defective.

e) Subject to Section 11(d), Company shall, in its sole discretion, either repair or re-perform such Services (or the defective portion), or credit/refund the price of such Services at the pro rata contract rate.

f) THE REMEDIES SET FORTH IN SECTION 11(E) SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(C).

- 12) **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(C) ABOVE, COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

13) **LIMITATION OF LIABILITY.**

a) IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

b) IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID/PAYABLE TO COMPANY.

c) The limitation of liability set forth in Section 13(b) shall not apply to:

- i) liability resulting from Company's gross negligence or willful misconduct and
- ii) death or bodily injury resulting from Company's negligent acts or omissions.

- 14) **INDEMNIFICATION.** Each party (the "Indemnitor") shall defend, indemnify, and hold the other party and the other party's officers, directors, employees, and agents harmless from and against any and all claims, losses, or damages (including reasonable attorney's fees and costs of litigation) resulting from Indemnitor's own breaches, acts, omissions or misrepresentations, regardless of the form of action.

- 15) **NOTICES.** Any notices required to be given hereunder will be in writing and may be either delivered personally or sent by first class mail, postage prepaid, return receipt requested, and properly addressed to the address of the other party as stated below. Notices will be deemed received on the date of receipt verification provided by the U.S. Postal Service. Notices to be addressed as follows:

If to Navigate Care Consulting:	If to Client:
18314 Duluth Street Farmington, MN 55024	Contact person and Client address noted on page 1

16) **MISCELLANEOUS.**

a) Governing Law. This Agreement and the rights of the parties hereunder will be governed and interpreted in accordance with the laws of the state of Minnesota without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the state of Minnesota.

b) Relationship of Parties. For the purposes of this Agreement, the relationship of a party and its employees, agents, and servants to the other party and its respective employees, agents, and servants will be that of independent contractors. Nothing in this Agreement will be construed, implied, or deemed to create any other relationship between the parties, including one of employment, agency, joint venture, association, partnership, or any other form of separate legal entity or organization.

c) Waiver. No waiver by Company of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or

privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- d) **Assignment.** Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.
- e) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
- f) **Survival.** Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement including, but not limited to, the following provisions: Confidentiality, Confidentiality of PHI, Indemnification, Governing Law, and Survival.
- g) **Amendment and Modification.** This Agreement may only be amended or modified in a writing that specifically states it amends this Agreement and is signed by an authorized representative of each party.
- h) **Personal Guaranty.** The signatory hereby personally and unconditionally guarantees punctual payment by Client as required by this Agreement. The signatory guarantor waives diligence, demand for payment, extension of time for payment, notice of acceptance of this guaranty, and indulgences and notice of every kind, and consents to any and all forbearances and extensions of the time for payment or performance under this Agreement and to any and all changes in the terms of this Agreement. Company may enforce this guaranty without first resorting to or exhausting other remedies provided by the Agreement or the law. Guarantor agrees to pay all reasonable costs and attorneys' fees incurred by Company in enforcing this guaranty. Guarantor signs this Guaranty in consideration of Company's willingness to enter into this Agreement with Client.

STATEMENT OF WORK

GENERAL EDUCATION CONSULTATION. These consultation services are divided into two categories- required and optional.

- 1) For all REQUIRED services, the Consultant is required to be involved as an authority. These services may be mandated by state or federal law and will always be overseen by the Consultant. However, unless otherwise notated, some may be delegated to the Client to complete under Consultant direction.
 - a) Annual Assessment. After the contract is signed/submitted, the Consultant will perform an assessment of school needs in collaboration with administration, a special education designee, and staff responsible for student health records and administering health services. This assessment will include:
 - i) a meeting to review the current school health program and pertinent documentation (forms, policies, procedures, practices, etc); and
 - ii) an assessment summary, which includes recommendations for changes involving programs, services, and documentation. This summary will also include optional services that the Client may select at any time during the Term. The Consultant will communicate priorities in order to define, plan, and execute Services that year.
 - b) Approval of (or assistance writing) school health policies such as: immunizations; illness; medication; and Health Office operations.
 - c) Oversight of Health Services Area to include set-up and recommended equipment/supplies for:
 - i) the Health Office;
 - ii) classroom supplies; and
 - iii) emergency equipment in building (AED, stock EpiPens, etc).
 - d) Set-up and oversight of a student (and staff) health record system including documentation using paper and/or an electronic health record (EHR). Areas that fall under this umbrella include:
 - i) annual health form review and organization;
 - ii) identification of students with special health needs;
 - iii) creation and management of Individual Health Plans (IHP) and care plans/emergency plans for students with special health needs to include communication/collaboration with parents and healthcare providers;
 - iv) development/management of an emergency health condition document (shared with staff);
 - v) appropriate training/review with specific staff members responsible for students with special health needs (ie: seizure training session for 4th grade teachers regarding specific IHP for 4th grader); and
 - vi) participation in the development and updating of 504 plans whenever reviewed or revised, at least annually or as appropriate.
 - e) Training/Oversight of designated Health Services Assistant(s) and their alternates including (not limited to):
 - i) basic first aid and illness management;
 - ii) specialized health needs training based on student needs (ie: diabetic care, feeding tubes, ostomy care, etc);
 - iii) medication administration and documentation (including routine and specialized, as needed);
 - iv) disease exclusion, protective personal equipment (PPE), state reporting, and communicable disease follow-up; and
 - v) community, state, and federal resources.
 - f) Procedure and Practices related to the Health Office such as:
 - i) staffing plan (including alternates);
 - ii) first aid flowchart and other resources;
 - iii) medication/supply storage and documentation requirements; and
 - iv) communication with school staff and families regarding student health information, illness notifications, public health crises, etc.
 - g) Consultation for miscellaneous health needs or concerns of students, staff, and parents.
 - h) Response (non-emergently) to evaluate plan/determine any edits needed after emergencies are routed through EMS or to other routine requests from Client within 3 business days.



LICENSED SCHOOL NURSE CONSULTANT AGREEMENT

(covers services between: 1July2021 - 30June2022)

** 2021-2022 SY*

This Services Agreement ("this **Agreement**") hereby establishes and outlines the independent contractor relationship by and between Navigate Care Consulting, a Minnesota LLC ("the **Company**"), and the below named school ("the **Client**").

School Name: Discovery Public School of Faribault	District #: 4081-07	Grades: 6-12
School Address: 126 N.W. 8th Street, Faribault, MN 55021		
Phone: 507-331-5423	Fax: 507-331-2618	
Director: Dan Weisser	Email: dweisser@isd4081.org	
Contact Person: Karen Natole	Email: knatole@isd4081.org	
Invoicing Contact: Karen Natole	Email: knatole@isd4081.org	

COPY



Minnesota statute 121A.21 directs school districts to provide services to promote the health of its students. Districts with (at least) 1000 students are required to employ a minimum of 1 full time Licensed School Nurse (LSN) or request approval to work with a consultant while searching to employ a full-time LSN. Districts with less than 1000 students can enter into an agreement with an organization currently licensed under chapter 148. Navigate Care Consulting is fully licensed by the MN Board of Nursing (for RN/BSN and PHN) and the MN Professional Educator Licensing and Standards Board (for LSN).

Anticipated (approximate) enrollment: _____ Please select **one** of the following options:

☒ **BOTH General and Special Education Services** (this fulfills the above statute)

☐ **ONLY Special Education Services** (school has alternate LSN coverage for general ed students)

IN WITNESS WHEREOF, I have read, understand, and agree to the Conditions of Agreement for Service and Statement of Work. The parties have executed this Agreement on the dates set forth below.

	Client Guarantor	Company
Printed Name	Dan Weisser	Kristen M. Gerber
Signature	 <small>Dan Weisser (May 21, 2021 08:36 CDT)</small>	 <small>Kristen M. Gerber (May 24, 2021 11:11 CDT)</small>
Title	Director	Owner / Licensed School Nurse
Organization	Discovery Public School of Faribault	Navigate Care Consulting LLC
Date	05/21/21	05/24/21

Not required: Annual service totals will be tracked by the school. Services beyond this amount will require further approval: \$ 2,000 /year for general education and \$ 2,500 /year for special education.

WHEREAS, Client desires to retain the Company to provide certain health consulting services upon the terms and conditions hereinafter set forth, and Company is willing to perform such services. In consideration of the mutual covenants and agreements hereinafter set forth, the parties agree as follows:

(Please complete, sign, and return this page)

CONDITIONS OF AGREEMENT FOR SERVICE

- 1) **APPLICABILITY.** These terms:
 - a) and conditions for services (the "**Terms**") are the only terms that govern the provision of services by the Company to the Client.
 - b) and included statement of work (the "**Statement of Work**") comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications, both written and oral.
 - c) prevail over any of the Client's general terms and conditions regardless whether or when the Client has submitted its request for proposal, order, or such terms. Provision of services to the Client does not constitute acceptance of any of the Client's terms and conditions and does not serve to modify or amend these Terms.
- 2) **SERVICES.** The Client is engaging the Company to perform health consultation services (the "**Services**") in accordance with applicable state and federal law through its independent consultants (the "**Consultants**"). Under these Terms, the Company shall provide the Client with services outlined in the Statement of Work.
 - a) The Consultant will control the manner and means by which the Services are performed.
- 3) **CLIENT OBLIGATIONS.** The Client shall:
 - a) provide to the Consultant a clean work area and access to any facilities reasonably deemed necessary for the performance of the Services;
 - b) provide access, as requested, to student health records or any other documents reasonably deemed necessary for the performance of Services;
 - c) respond promptly (within 3 business days) to any Consultant request to provide direction, information, approvals, authorizations, or decisions that are reasonably deemed necessary to perform Services;
 - d) provide office supplies and equipment such as file folders, copier/scanner, computer, and paper;
 - e) designate one liaison between the Client and the Company for communication purposes;
 - f) obtain and maintain all necessary licenses and consents and comply with all applicable laws in relation to the Services before the date on which the Services are to begin;
 - g) notify the Consultant of any special education referrals for an initial evaluation or a three-year re-evaluation, changes in scheduled meetings, and evaluation due date as soon as possible so the Consultant can plan accordingly.
- 4) **CLIENT'S ACTS OR OMISSIONS.** If Company's performance of its obligations under this Agreement is prevented or delayed by any act or omission of Client or its agents, subcontractors, consultants, or employees, Company shall not be deemed in breach of its obligations under this Agreement or otherwise liable for any costs, charges, or losses sustained or incurred by Client, in each case, to the extent arising directly or indirectly from such prevention or delay.
- 5) **TERM.** This Agreement shall commence on July 1, 2021, and shall continue until June 30, 2022, unless earlier terminated in accordance with Section 8 (the "**Term**").
- 6) **FEES AND EXPENSES; PAYMENT TERMS; INTEREST ON LATE PAYMENTS.** Every two weeks, the Company will send electronic invoices to the invoicing contact for any work completed during that time period. Subtotals will be provided for General Education, Special Education, Staff Education, and other categories defined by Company. Entries will include details on what work was completed. The Client shall:
 - a) be charged on an hourly basis for work performed by the Consultant on behalf of the Company. Hourly rates are **\$90.00 per hour for on-site visit work** and **\$80.00 per hour for off-site work**. Hours will be rounded to the nearest quarter of an hour;
 - b) be charged fees for services other than hourly work notated on optional service selections by the Client;
 - c) reimburse the Company for reasonable expenses incurred in the performance of the Services, provided that such expenses are supported by receipts or supporting documentation and have prior approval by the Client;
 - d) be charged travel costs if more than 20 miles from the MN State Capitol (75 Rev Dr Martin Luther King Jr. Boulevard, St Paul, MN 55155). Consultant will calculate miles driven above 40 (round trip) at the current per diem rate of 56 cents per mile. In addition, the off-site hourly charge will be calculated for travel time above 60 mins (round trip) rounded to the nearest quarter of an hour increment. The Company will attempt to assign the Consultant living nearest to the Client;
 - e) even if Client is less than specified distance in 6.d, be charged travel costs for time spent traveling and mileage, if the Consultant travels to the Client and is unable to perform the planned activities through no fault of their own;
 - f) pay all invoiced amounts due to the Company within 30 days from the date of the invoice in US dollars.
 - i) In the event payments are not received by the Company after becoming due, Company may: charge interest on any such unpaid amounts at a rate of 10% (per month) for 1-30 days late and then 20% (per month) for 31+ days late (compounded) from the date such payment was due until the date paid; and suspend performance for all Services until payment has been made in full.
- 7) **TAXES.** Client shall be responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by Client hereunder.
- 8) **TERMINATION.** This Agreement will remain in full force and effect for the term set forth in Section 5. Upon termination, the Client must immediately notify their board, authorizer, and school community.
 - a) Either party may terminate this Agreement prior to the expiration of the Term, without cause, upon at least 30 days written notice to the other party.
 - b) The Company may terminate this Agreement, effective immediately upon written notice to the Client, in the event that the Client materially breaches this Agreement.
- 9) **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of Company, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, and information pertaining to clients, pricing, and marketing (collectively, "**Confidential Information**"), disclosed by Company to Client, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," in connection with the provision of the Services and this Agreement is confidential, and shall not be disclosed or copied by Client without the prior written consent of the Company.
 - a) Client agrees to use the Confidential Information only to make use of the Services.

- b) Company shall be entitled to injunctive relief for any violation of this Section.
- 10) **CONFIDENTIALITY OF PERSONAL HEALTH INFORMATION ("PHI").** The parties acknowledge that, for the purposes of this Agreement, they fall within the definition of The Family Educational Rights and Privacy Act (FERPA) which prohibits a school from disclosing personally identifiable information from students' education records without the consent of a parent or eligible student, unless an exception to FERPA's general consent rule applies. Health information used in the educational setting falls under FERPA. Each party warrants that they will maintain and protect the confidentiality of all PHI in accordance with FERPA and all applicable federal and state laws and regulations. However, nothing herein will limit the parties' use of any aggregated patient information that does not contain PHI. This Section will survive the termination of this Agreement.
- 11) **REPRESENTATION AND WARRANTY.**
- The Client represents that it has the full right, power, and authority to enter into this Agreement and to perform its obligations as established in this Agreement.
 - The execution of this Agreement by the Client's representative, whose signature is set forth at the end hereof, has been duly authorized by all necessary corporate action.
 - Company represents and warrants to Client that it shall perform the Services using personnel of required qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and shall devote adequate resources to meet its obligations under this Agreement.
 - The Company shall not be liable for a breach of the warranty set forth in Section 11(c) unless Client gives written notice of the defective Services, reasonably described, to Company within 30 days of the time when Client discovers or ought to have discovered that the Services were defective.
 - Subject to Section 11(d), Company shall, in its sole discretion, either repair or re-perform such Services (or the defective portion), or credit/refund the price of such Services at the pro rata contract rate.
 - THE REMEDIES SET FORTH IN SECTION 11(E) SHALL BE THE CLIENT'S SOLE AND EXCLUSIVE REMEDY AND COMPANY'S ENTIRE LIABILITY FOR ANY BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 11(C).
- 12) **DISCLAIMER OF WARRANTIES.** EXCEPT FOR THE WARRANTY SET FORTH IN SECTION 11(C) ABOVE, COMPANY MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE SERVICES, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY OF TITLE; OR (D) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.
- 13) **LIMITATION OF LIABILITY.**
- IN NO EVENT SHALL COMPANY BE LIABLE TO CLIENT OR TO ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGE WAS FORESEEABLE AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.
 - IN NO EVENT SHALL COMPANY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNTS PAID/PAYABLE TO COMPANY.
 - The limitation of liability set forth in Section 13(b) shall not apply to:
 - liability resulting from Company's gross negligence or willful misconduct and
 - death or bodily injury resulting from Company's negligent acts or omissions.
- 14) **INDEMNIFICATION.** Each party (the "Indemnitor") shall defend, indemnify, and hold the other party and the other party's officers, directors, employees, and agents harmless from and against any and all claims, losses, or damages (including reasonable attorney's fees and costs of litigation) resulting from Indemnitor's own breaches, acts, omissions or misrepresentations, regardless of the form of action.
- 15) **NOTICES.** Any notices required to be given hereunder will be in writing and may be either delivered personally or sent by first class mail, postage prepaid, return receipt requested, and properly addressed to the address of the other party as stated below. Notices will be deemed received on the date of receipt verification provided by the U.S. Postal Service. Notices will be addressed as follows:

If to Navigate Care Consulting:	If to Client:
18314 Duluth Street Farmington, MN 55024	Contact person and Client address noted on page 1

16) **MISCELLANEOUS.**

- Governing Law. This Agreement and the rights of the parties hereunder will be governed and interpreted in accordance with the laws of the state of Minnesota without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the state of Minnesota.
- Relationship of Parties. For the purposes of this Agreement, the relationship of a party and its employees, agents, and servants to the other party and its respective employees, agents, and servants will be that of independent contractors. Nothing in this Agreement will be construed, implied, or deemed to create any other relationship between the parties, including one of employment, agency, joint venture, association, partnership, or any other form of separate legal entity or organization.
- Waiver. No waiver by Company of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Company. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement operates or may be construed as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

- d) **Assignment.** Client shall not assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of Company. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves Client of any of its obligations under this Agreement.
- e) **Severability.** If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.
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 - i) a meeting to review the current school health program and pertinent documentation (forms, policies, procedures, practices, etc); and
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 - b) Approval of (or assistance writing) school health policies such as: immunizations; illness; medication; and Health Office operations.
 - c) Oversight of Health Services Area to include set-up and recommended equipment/supplies for:
 - i) the Health Office;
 - ii) classroom supplies; and
 - iii) emergency equipment in building (AED, stock EpiPens, etc).
 - d) Set-up and oversight of a student (and staff) health record system including documentation using paper and/or an electronic health record (EHR). Areas that fall under this umbrella include:
 - i) annual health form review and organization;
 - ii) identification of students with special health needs;
 - iii) creation and management of Individual Health Plans (IHP) and care plans/emergency plans for students with special health needs to include communication/collaboration with parents and healthcare providers;
 - iv) development/management of an emergency health condition document (shared with staff);
 - v) appropriate training/review with specific staff members responsible for students with special health needs (ie: seizure training session for 4th grade teachers regarding specific IHP for 4th grader); and
 - vi) participation in the development and updating of 504 plans whenever reviewed or revised, at least annually or as appropriate.
 - e) Training/Oversight of designated Health Services Assistant(s) and their alternates including (not limited to):
 - i) basic first aid and illness management;
 - ii) specialized health needs training based on student needs (ie: diabetic care, feeding tubes, ostomy care, etc);
 - iii) medication administration and documentation (including basic and specialized, as needed);
 - iv) disease exclusion, protective personal equipment (PPE), state reporting, and communicable disease follow-up; and
 - v) community, state, and federal resources.
 - f) Procedure and Practices related to the Health Office such as:
 - i) staffing plan (including alternates);
 - ii) first aid flowchart and other resources;
 - iii) medication/supply storage and documentation requirements; and
 - iv) communication with school staff and families regarding student health information, illness notifications, public health crises, etc.
 - g) Consultation for miscellaneous health needs or concerns of students, staff, and parents.
 - h) Response (non-emergently) to evaluate plan/determine any edits needed after emergencies are routed through EMS or to other routine requests from Client within 3 business days.
 - i) Review of student immunization compliance, non-compliance follow-up, and completion of annual state reporting.
 - j) Field trip health planning for general and special health needs.

- k) Follow-up or spring re-assessment. The Consultant will meet again with administration and the HSA(s) to review progress and next steps, including:
 - i) preparation/planning for the upcoming school year (health-related forms, Consultant check-in or requests over break (ie: summer school, etc), efficiency recommendations, etc).
- 2) For all OPTIONAL services, the Consultant will only provide these to a Client if they are requested. There still may be state or federal requirements associated with these optional services. The Client may choose to fulfil these via an alternate method; however, the Company would not be responsible or involved for any portion of compliance or tracking.
 - a) All Employee Annual Health and Safety Training (basic) including:
 - i) Right to Know + school hazards (OSHA);
 - ii) Blood Borne Pathogens (BBP), infection control, and PPE;
 - iii) common emergency conditions and associated emergency medications;
 - iv) basic first aid review for common school concerns.
 - b) CPR / First Aid Certification (American Heart Association- good for 2 yrs).
 - c) specific condition or disease education (ie: head injury/concussion, lifting/transporting students, diapering, specialized health equipment, etc).
 - d) Bus driver specific health training.
 - e) Food allergy monitoring system set-up/training.
 - f) Consult regarding school cleaning and indoor air quality plans.
 - g) School-based health screenings and services such as:
 - i) early childhood/preK screening program assistance (all health-related portions such as immunizations, vision/hearing, health condition review);
 - ii) mass vision/hearing screening;
 - iii) coordinating immunization clinics at the school (ie: annual influenza or routine immunization clinic); and
 - iv) coordinating dental health services and screening.
 - h) Student health education (ie: handwashing, oral health, general hygiene/puberty, CPR as graduation requirement, miscellaneous education, as requested.
 - i) Health Office staffing assistance may be provided, upon request and additional contract amendment, however, this is not generally readily available.
 - j) Other requested services, as able.

SPECIAL EDUCATION CONSULTATION. The Consultant shall perform the following duties as they specifically relate to the Special Education team of the Client:

- 1) Participate in the multi-disciplinary special education team/child study team.
 - a) Interpret medical/health information.
 - i) Explain how health conditions may affect the student in the academic environment.
 - b) Assist the team in determining eligibility for special education, particularly regarding criteria relating to health.
- 2) Participate in the evaluation process for initial and re-evaluations. Federal regulations, state statutes, MN administrative rules, FERPA and HIPAA apply to this process and to records maintained on students.
 - a) Upon notification by coordinator, the Consultant will enter Prior Written Notice (PWN) information in the evaluation plan.
 - b) Upon notification that the PWN has been signed/returned, the Consultant will:
 - i) meet with the student and screen their vision, hearing, and body mass index (BMI);
 - ii) complete a health interview with the parents/guardians;
 - iii) review health file contents and medical documentation;
 - iv) reach out to healthcare providers for input/further information (as needed);
 - v) write a health summary for the evaluation report no later than the due date given by Client; and
 - vi) indicate health related needs during school and any required nursing time.
 - c) The Consultant and the coordinator shall decide as to the need for the Consultant to attend the evaluation report meeting with the parent/s. The Consultant will collaborate with the special education team in determining if there are health goals for the IEP and will help write the goals and identify the person/s responsible for implementing the goals.
 - d) If needed, the Consultant will facilitate progress reports, as appropriate, for health goals and objectives.



FLEXIBILITY • INGENUITY • ASSURANCE

18314 Duluth Street, Farmington, MN 55024
 Phone: (612) 240-2123 • Fax: (651) 925-0200
www.NavigateCare.com • Email: admin@navigatecare.com

DISCOVERY PUBLIC SCHOOL

2021 - 2022 SCHOOL CALENDAR

REVISED:
02/22/2022

KEY



First/Last Day of School



No School



Last Day of Quarter



Teacher Workshop Day



Parent Conferences



Open House



NWEA Testing



Graduation



Picture Day & Retake Day



Summer School
First/Last Days 9:00am
12:00pm Available to
Eligible 9th-12th
Graders



Staff Development Day



Snow/Weather Day



Transition to DL/Covid

August 2021

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021

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October 2021

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31						

November 2021

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December 2021

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January 2022

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February 2022

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March 2022

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April 2022

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May 2022

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June 2022

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July 2022

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2021
2022

REVISED:
02-22-2022

DATE	DAY	DESCRIPTION
AUG 26	THURSDAY	OPEN HOUSE - ALL GRADES - 12 PM TO 5 PM
AUG 23-26	M,T,W,TH	Teacher Workshop Days
AUG 30	Monday	First Day of School for Students/First Day of Qtr 1
SEPT 6	MONDAY	No School - Labor Day
SEPT 24	FRIDAY	No School - Staff Development Day
SEPT 30	THURSDAY	No School - Transition Day to DL/Covid
OCT 5	TUESDAY	SCHOOL PICTURES-LIFETIME PHOTOGRAPHY
OCT 19	TUESDAY	Parent/Teacher Conferences (3:00-6:00 PM)
OCT 20-22	W,TH,F	No School - MEA Break
OCT 29	FRIDAY	Last Day of Quarter One (40 Days)
NOV 1	MONDAY	No School - Staff Development Day
NOV 2	TUESDAY	First Day of Quarter 2
NOV 16	TUESDAY	Picture Retake Day
NOV 24-26	W,TH,F	Thanksgiving Break
DEC 22-31	W,TH,F,M,T,W,TH,F	No school - Winter Break
JAN 14	FRIDAY	Last Day of Quarter Two (43 Days)
JAN 17	MONDAY	No School - MLK Day
JAN 18	TUESDAY	No School - Staff Development Day
JAN 19	WEDNESDAY	First Day of Quarter 3
FEB 17	THURSDAY	Parent/Teacher Conferences (3:00-6:00 PM)
FEB 18	FRIDAY	No School
FEB 22	TUESDAY	No School - Inclement Weather
MAR 18	FRIDAY	Last Day of Quarter Three (41 Days)
MAR 21-25	MON-FRI	No School - Spring Break
MAR 28	MONDAY	First Day of Quarter 4
APR 18	MONDAY	No School
MAY 26	THURSDAY	Last Day of Quarter Four (43 Days)
MAY 26	THURSDAY	GRADUATION CEREMONY 5:00 PM
MAY 27	FRIDAY	End of Year Staff Meeting - 9:00 AM
JUN 6-24	M,T,W,TH,F	1st Summer School Session
JULY 11-29	M,T,W,TH,F	2nd Summer School Session

QTR 1	08/30/21 - 10/29/21 = 39 Days	Total Instructional Days - 165 Days
QTR 2	11/02/21 - 01/14/22 = 43 Days	Total Staff Workshop Days - 4 Days
QTR 3	01/19/22 - 03/18/22 = 40 Days	Total Staff Development Days - 4 Days
QTR 4	03/28/22 - 05/26/22 = 43 Days	Total School Days - 173 Days
		Total Instructional Hours - 1,039.50

* original copy *

DISCOVERY PUBLIC SCHOOL

2021 - 2022 SCHOOL CALENDAR

SB Approved:
05/20/2021

KEY



First/Last Day of School



No School



Last Day of Quarter



Teacher Workshop Day



Parent Conferences



Open House



NWEA Testing



Graduation



Picture Day & Retake Day



Summer School
First/Last Days 9:00am
12:00pm Available to
Eligible 9th-12th
Graders



Staff Development Day

August 2021

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

September 2021

S	M	T	W	T	F	S
			1	2	3	4
5	X	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

October 2021

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

November 2021

S	M	T	W	T	F	S
	X	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

December 2021

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

January 2022

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

February 2022

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

March 2022

S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April 2022

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May 2022

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June 2022

S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

July 2022

S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FILAN LAWN SERVICE
20226 FORTUNE CREEK TRAIL
FARIBAULT MN 55021
507-210-6345



507-210-6345
20226 Fortune Creek Trl,
Faribault, MN

DISCOVERY SCHOOL
126 8th Street Northwest
Faribault MN 55021

Mar 06, 2022

2022 Lawn Service contract : 126 8th Street Northwest

All prices are per time witch include tax and will be billed monthly. Mowing is done on a weekly, Bi-weekly basis , or as needed. Please check mark services needed. Thank you

- 1: _____ Lawnmowing includes trimming around entire lawn and blowing off driveways and sidewalks
cost per time 45.10
- 2: _____ Spring cleanup includes dethatching of lawn, removal of left over leaves and landscape blowing
cost per time 64.43
- 3: _____ Fall cleanup includes mowing/mulching leaves and leaf removal from all lawn areas
cost per time Pricing this fall

We will also be dong some shrub pruning, lawn edging, and weeding this year please contact Kevin for your needs Thank you
507-210-6345

Please sign, date and return DAN WEISSER

Signature: _____ Date _____

Kevin Filan, President

" A contract shall be canceled by the property owner upon the sale of the property that is subject of the contract. To cancel the contract the property owner shall notify the commercial application company that the property owner is canceling the contract "
Minnesota Consumer Protection 325f.245 Subd.5.

FILAN LAWN SERVICE
20226 FORTUNE CREEK TRAIL
FARIBAULT MN 55021
507-210-6345



DISCOVERY SCHOOL
126 8th Street Northwest
Faribault MN 55021

FILAN LAWN SERVICE IS PROVIDING THE FOLLOWING LAWN CARE MAINTENANCE PROPOSAL FOR DAN WEISSER FOR THE 2022 SEASON. THREE LAWN PACKAGES WILL BE ESTIMATED. NOTE: ADDITIONAL VISITS MAY BE REQUIRED TO TREAT HARD TO CONTROL AREAS. IF ADDITIONAL TREATMENTS ARE NEEDED THE COST AND TYPE OF TREATMENT WILL BE DISCUSSED WITH YOU BEFORE ANY WORK IS PERFORMED. DUE TO HIGH FERTILIZER COSTS OUR PACKAGES ARE DIFFERENT THEN PRIOR YEARS. IF YOU HAVE ANY QUESTIONS PLEASE FEEL FREE TO CALL 507-210-6345 OR EMAIL filanlawn@gmail.com.

PROPERTY ADDRESS TO BE TREATED FOR 2022 SEASON 126 8th Street Northwest

1. GOOD PACKAGE : 1ST APP: SPRING (MAY) CRABGRASS PREVENTER AND FERTILIZER
 2ND APP: SUMMER (JULY) BROADLEAF WEED CONTROL
 3RD APP : FALL (SEPTEMBER) FALL FERTILIZER AND BROADLEAF WEED CONTROL

TOTAL SEASON COST W/TAX : 230.33

2. BETTER PACKAGE : 1ST APP: SPRING (APRIL/MAY) CRABGRASS PREVENTER AND FERTILIZER
 2ND APP: LATE SPRING (JUNE) BROADLEAF WEED CONTROL
 3RD APP: SUMMER (JULY/AUGUST) FERTILIZER AND SPOT SPRAY CRABGRASS
 4TH APP: FALL (SEPTEMBER) FALL FERTILIZER AND BROADLEAF WEED CONTROL

TOTAL SEASON COST W/TAX : 307.11

3. BEST PACKAGE : 1ST APP: SPRING (APRIL/MAY) CRABGRASS PREVENTER AND FERTILIZER
 2ND APP: LATE SPRING (JUNE) BROADLEAF WEED CONTROL
 3RD APP: MAY/JUNE EARLY GRUB CONTROL TREATMENT
 4TH APP: SUMMER (JULY/AUGUST) FERTILIZER AND CRABGRASS SPOT SPRAY
 5TH APP: FALL (SEPTEMBER) FALL FERTILIZER AND BROADLEAF WEED CONTROL

TOTAL SEASON COST W/TAX : 422.27

4. ADDITIONAL SERVICES

1. GRUB PREVENTER (INCLUDED IN BEST PACKAGE) TOTAL W/TAX : 120.83
2. ORGANIC AREATION C20 (PRODUCT USED LAST YEAR) TOTAL W/TAX : 153.55
3. MECHANICAL AREATION (TRADITIONAL PLUGGING OF LAWN) TOTAL W/TAX : 153.55
4. TREE INJECTION (PEST AND DISEASE CONTROL) CALL FOR MORE INFORMATION

PLEASE RETURN BOTTOM PORTION WITH PACKAGE CHOICE
1. GOOD 2. BETTER 3. BEST 4. ADDITIONAL 1.2.3.4

PREPAY OR BILL AT TIME OF SERVICE
CHECKS CAN BE MADE OUT TO FILAN LAWN SERVICE
VENMO USERNAME Filan-Lawn

DAN WEISSER

SIGNATURE: _____

FILAN LAWN SERVICE
20226 Fortune Creek Trail
Faribault MN 55021
507-210-6345



DISCOVERY SCHOOL
126 8Th Street Northwest
Faribault MN 55021

* This Year
21-22

COPY

TERM OF CONTRACT AND PAYMENT

The Contract herein shall commence November 1 2021 and terminate on _____ OCT 31ST 2022 _____. Termination of the contract before the terms above shall constitute a breach of this contract, and entitle the aggrieved party to bring action to enforce the terms of the contract and/or to seek for injury sustained due to the breach of the contract.

Contractor shall regularly invoice the DISCOVERY SCHOOL at the end of each month, with payment due on the _____ 15th _____ of the following month.

ADDITIONAL TERMS

This contract shall be governed by, interpreted, and enforced under the laws of Minnesota.

FILAN LAWN SERVICE shall perform its work as is necessary for a satisfactory performance of its obligations.

This contract may be executed in one or more counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one and the same instrument.

FILAN LAWN SERVICE shall assign no rights or delegate any obligations hereunder without the prior written consent of DISCOVERY SCHOOL

The failure of a party to enforce a right under this contract shall not be construed as a waiver of that right. No waiver of any provision of this contract shall be valid unless in writing and signed by the person or party against whom the waiver is charged.

This contract contains the entire agreement between the parties and supersedes all prior understandings and agreements, whether oral or written.

This contract has been negotiated by the parties hereto. This contract will be fairly interpreted under its terms and without strict construction in favor of or against either party.

DATED 11-15-21

DATED 11-18-21

FILAN LAWN SERVICE

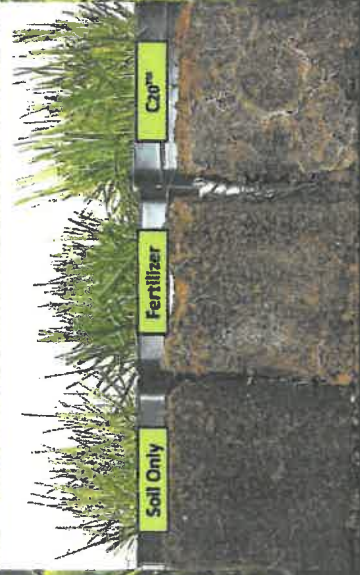
DISCOVERY SCHOOL



SOIL BUILDER ORGANIC AERATION

BENEFITS

- Increases Soil Microbial Activity
- Decreases Soil Compaction
- Increases Water Retention
- Enhances Root Growth & Proliferation
- Increases Chlorophyll Production
- Increases Photosynthesis
- Improves Survival Rate of New Plantings
- Consistent Formulation
- Predictable Results
- Multi-Year Performance



ONCE A YEAR FERTILIZER

To find out more information
about the *Once a Year Fertilizer*
call or email us today!



For All Your Lawn Care Needs:

- Lawn Mowing
- Snow Removal
- Tree Injections
- Grub Treatment
- Lawn Fertilizing
- Weed Control
- Organic and Mechanical Aeration
- One Application Fertilizing Programs
- Light Landscaping



507-210-6345

**20226 Fortune Creek Trl
Faribault, MN**

Kevin - filanlawn@gmail.com

Andy - andy.filanlawn@gmail.com

GRUBS

Did your yard look like this last year?



We had many lawns with GRUB DAMAGE!! We are now offering a preventative treatment to help this from happening.



THE LIFE CYCLE OF A GRUB

SPRING

Grubs awaken from winter and begin feeding on grass roots. After feeding, grubs change into pupae that will later become beetles.



SUMMER

Pupae turn into beetles, including Japanese beetles, which emerge to feed on garden foliage and flowers. Beetles lay eggs in the lawn soon after.



FALL

Eggs hatch into new grubs which feed on grass roots, thereby destroying your lawn. The destructive cycle begins all over again.



TREE INJECTION SERVICES

Emerald Ash Borer has been confirmed in Faribault, as well as many other threats.



Emerald Ash Borer



We now offer a bi-annual injection service to help keep your trees healthy.

- Emerald Ash Borer
- Japanese Beetles
- Rhizosphera Needlecast
- Fungus

mailed orig. contract on 1/28/21
via U.S. mail (K)

EICKHOFF'S CLEANING & LAWN CARE, INC.

Lawn Care Professional Application Aerating Shrub Care

3200 W 180th St. Faribault, MN 55021

(507) 334 - 5913

COPY

2021 Fertilizing & Weed Control Contract

DATE: 12/31/2020

Eickhoff's recommends a program of five treatments, plus one aeration per year. Less than this is acceptable, but it may take more than one treatment for total weed control. Please feel free to contact us with any questions.

Applications

- 1st - EARLY SPRING - Crabgrass preventer and lawn fertilization.
- 2nd - LATE SPRING - Broadleaf and dandelion control.
- 3rd - EARLY SUMMER - Lawn fertilization.
- 4th - LATE SUMMER - Lawn fertilization and spot spray crab grass.
- 5th - Heavy feeding for root development and spring green-up plus autumn broadleaf control.

*AERATION - Schedule every year to reduce thatch and promote root development. () \$

*THATCHING/SPRING CLEAN-UP - Clears out much of the dead grass from the winter. () \$

Individual prices include sales tax. *There is no discount for prepay for aeration and thatching: includes tax.

**Prepay prices include sales tax and a 5% discount if paid by March 1st.

____ Please bill me after each application.

____ Prepay 3 Applications** \$ 199.50

____ Prepay 4 Applications** \$ 266.00

☒ Prepay 5 Applications** \$ 332.50 *

____ Prepay for aeration/or thatching* \$

YES	PRICE
(Yes) \$	70.00
(Yes) \$	70.00
(Yes) \$	70.00
(Yes) \$	70.00

(Yes) \$	70.00
() \$	70.00
() \$	80.00

For Prepay Customers:

Date Paid _____

Check Num. _____

Total Paid = _____

Please CHECK BELOW for information or estimates on any of the following additional services:

____ LAWNMOWING ____ LANDSCAPING ____ SHRUB CARE ____ SNOW REMOVAL

PRINT NAME

Don Weiser

SIGNATURE

[Signature]

DATE

1/21/2021

Should you decide to use Eickhoff's for these services, please sign and return to us by mail or fax.

Thank you! We look forward to working with you this year!

Roger Eickhoff

Roger Eickhoff, President

CONTRACT EXPIRES NOVEMBER 30, 2021

"A contract shall be cancelled by the property owner upon the sale of the property that is subject of the contract. To cancel the contract, the property owner shall notify the commercial application company that the property owner is cancelling the contract."

Minnesota Consumer Protection 325F .245 Subd.5.

Eickhoff's Cleaning & Lawn Care, Inc.

3200 180th St W
Faribault, Mn 55021
507-334-5913

Invoice

Date	Invoice #
10/31/2021	3987

Bill To
Discovery School Karen Natole 126 8th St NW Faribault, MN. 55021

Ship To

COPY

Quantity	Item Code	Description	Price Each	Amount
	Lawn	Lawn 10/04	40.00	40.00
	Lawn	Lawn 10/20	40.00	40.00
COPY				
Phone # (507)334-5913 eickhoffcleaningandlawn@gmail.com			Total	\$80.00