

**Discovery Public School  
126 - 8th Street N.W.  
Faribault, MN 55021  
Regular Meeting  
April 21, 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 March 17, 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: OW Sounding Board:**

“What Boards Need to Know About Academics”

### **7.2 TEACHER SALARIES –**

## **8. ACTION ITEMS:**

### **8.1 DPS INSURANCE RENEWAL -**

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

### **8.2 DPS 2022-2023 SCHOOL CALENDAR -**

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

### **8.3 INDIGO EDUCATIONS CONTRACT (SPED DIRECTOR) –**

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

### **8.4 STRATEGIC STAFFING SOLUTIONS CONTRACT (SPEECH PATHOLOGIST)-**

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

### **8.5 STRATEGIC STAFFING SOLUTIONS CONTRACT (OCCUPATIONAL THERAPIST) –**

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

### **8.6 STRATEGIC STAFFING SOLUTIONS CONTRACT (DAPE TEACHER)-**

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

### **8.7 SCHOOL PSYCHOLOGIST CONTRACT –**

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

Our next meeting is scheduled for **May 19, 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: \_\_\_\_\_

**Discovery Public School**  
**126 - 8th Street N.W.**  
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**Regular Meeting**  
**March 17, 2022 @ 4:30pm**

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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 Jim Severson. S. Sam Macklay (Secretary), Dan Weisser (Ex-Officio), Cody Hanson, and Sharon Hansen were present. Jim Severson (Vice-Chair) and Kari-Ann Schmidt attended remotely, via "Google Meet". Russ Kennedy (Chair) arrived at 4:32.*
2. **Approval of the Agenda:** *Russ K. asked for a motion to approve the agenda. Sharon H. made a motion to approve the agenda. The motion was seconded by Cody H. The motion carried (6-0).*
3. **Approval of the February 24, 2022 Minutes:** *Sam M. made a motion to approve the February 24, 2022 minutes. The motion was seconded by Cody H. The motion carried (6-0).*
4. **Monthly Financial Statement:** *The financial statement was reviewed and discussed by the board. Sam M. made a motion to accept the [As of] February 28, 2022 Financial Statements, as printed in the meeting packet. 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: \$ 219,885.90                      Enrollment: 51

- 3 older students transferred to ALC, 2 others dropped off of our roster. Because it is so late in the year it should not have too much effect on our Finances, but is a situation to monitor.
- We completed our Annual Pennies 4 Patients Fundraiser. Teachers/Staff have raised money in classes to donate to the Leukemia and Lymphoma Society. DPS will donate \$??? (Dan will take the money to the bank over SB)
- DPS's Spring Break will take place 3/21-3/25.

**6.2 Community:** Russ K. pointed out that enrollment in the Faribault School District has recently dropped, and wondered where the students are going. Dan W. opined that many 11<sup>th</sup> and 12<sup>th</sup> graders did not earn credit during the extended period of distance learning. It appears they are just quitting instead of putting in the effort to get back on track to graduate.

**6.3 Finance:** (Russ K., Jim S., Dan W.) The Finance Committee did not meet this month.

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

Spring testing will begin on April 5, 2022 with the ACT test. Three of our juniors have transferred to another school, so we now have 5 students expected to take the ACT.

MCA testing begins on April 6th. All middle school students take the math, reading, and science tests. Tenth grade students take the reading and science tests and 11th graders take the math test.

NWEA testing will begin on Monday, May 2, 2022.

Six students are currently on track to graduate.

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

The aquaponics project is growing. They have the tanks set up with fish and the plants are starting to grow. The peas have begun climbing their straw trellises. They hope to take a field trip to the indoor hydroponic gardens in Faribault later this spring, the Living Greens Farm. So far they have not heard back about touring. Another option is the Bushel Boy Tomatoes hydroponic garden in Owatonna.

After learning about the sustainability of food systems around the world, students were evaluated on their understanding of those systems and hydroponic/aquaponics systems before beginning the indoor garden. Throughout the project the students are experimenting with which types of edible plants will grow well in their aquaponics system. They are also evaluated on their contribution to the project as a whole. This is all part of our strategy/goal for Indicator 5: Action in our Environmental Literacy Plan (ELP).

Warm weather means students are getting outside more again. The teachers of our MN Natural History class have asked Sharon Hansen to talk to them about maple syrup production. They are studying how indigenous peoples used maple syrup in Minnesota. We might even tap one of the maple trees in front of the school so students can experience maple syrup production first-hand.

## **7. Discussion Items:**

**7.1 School Board Training:** None.

**7.2 COVID-19 Update:** Restrictions have been lifted and masks are no longer mandatory in the school. No one in the school has tested positive, recently. The (7 day) infection rate in Rice County is currently 239/100,000.

**7.3 DPS – BA Boys' Basketball Co-op:** Dan and Russ reported that our student had a very positive experience playing with the Bethlehem Academy (high school) team. They foresee this arrangement as being good for both schools, in the future. Dan was approached by some parents wanting to know if we could co-op with BA for middle school sports. Dan will talk to the BA athletic director but would want participation to be dependent upon students' grades.

## **8. Action Items:**

**8.1 Navigate Care Consulting 2022-2023 Agreement:** A licensed school nurse consultant is utilized at DPS for health care advice and SPED student evaluations. The Board reviewed and discussed the Agreement (printed in the meeting packet). *Sharon H. made a motion to approve the Agreement for Service and Statement of Work with Kristen M Gerber, Owner/Licensed School Nurse, of Navigate Care Consulting LLC, from July 1, 2022 until June 30, 2023. Annual service totals beyond \$2000/year for general education and \$2500/year for special education will require Board approval. The motion was seconded by Cody H. The motion carried (6-0).*

**8.2 DPS Revised 2021-2022 School Calendar:** MDE requires Board approval of any changes in the School Calendar. Circumstances caused two instructional days to be designated as non-instructional. *Sam M. made a motion that the Discovery Public School 2021-2022 Calendar be revised: September 30, 2021 was a transition (to distance learning) day and February 22, 2022 was a snow day. The motion was seconded by Sharon H. The motion carried (6-0).*

**8.3 Filan Lawn Service 2022 Contracts:** The contracts (printed in the meeting packet) were reviewed and discussed by the Board. Dan W. will monitor the quality of the work done by this new contractor. *Sam M. made a motion that we approve the 2022 Filan Lawn Service contract for lawn mowing (\$45.10/time), spring cleanup (\$64.43/time), and the "Better" lawn care maintenance package (\$307.11/season). The motion was seconded by Sharon H. The motion carried (6-0).*

**9. Adjournment:** Board members were reminded that our next Regular Board Meeting is scheduled for April 21, 2022 at 4:30pm. *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 March 31, 2022**

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

# Discovery Public School of Faribault

March 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  
March 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 \$19,398. A projected cumulative fund balance of \$230,035 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**

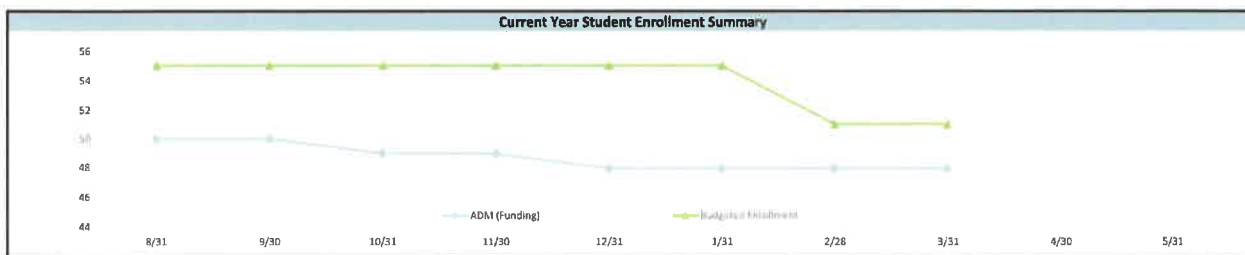
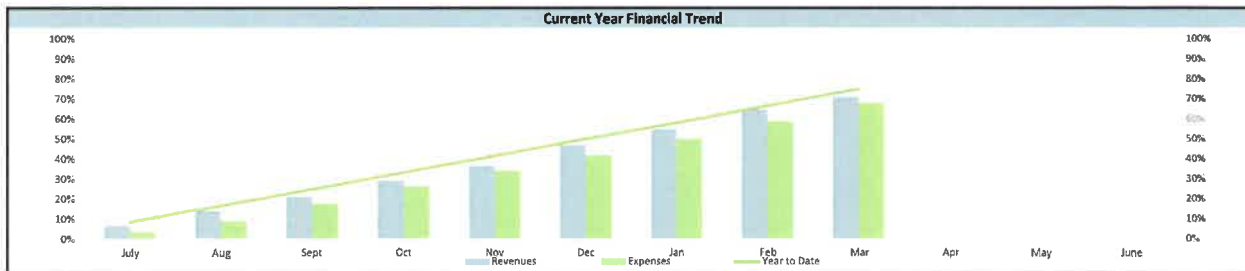
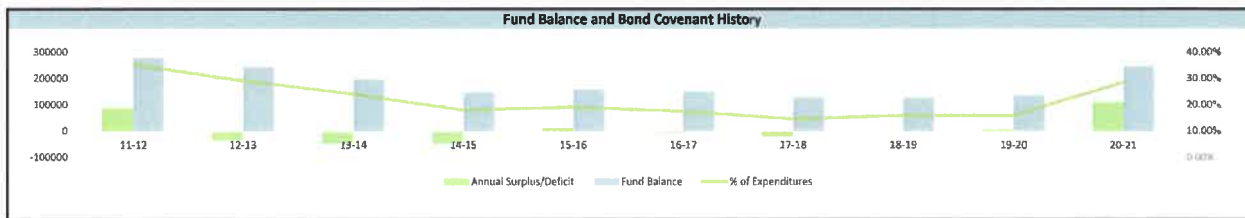
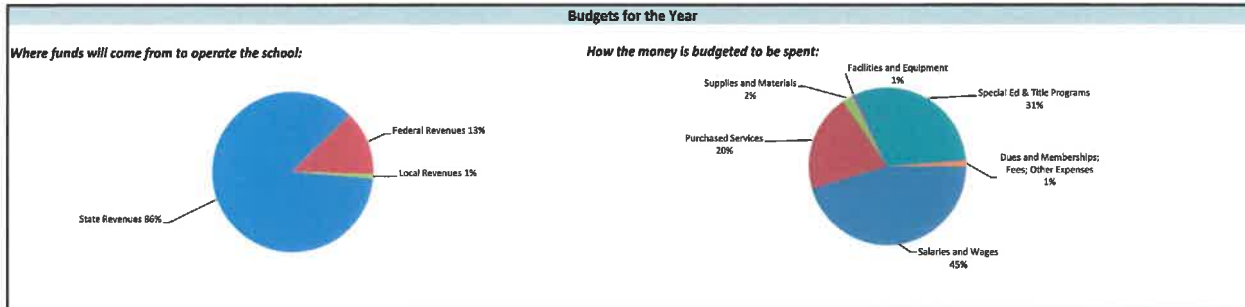
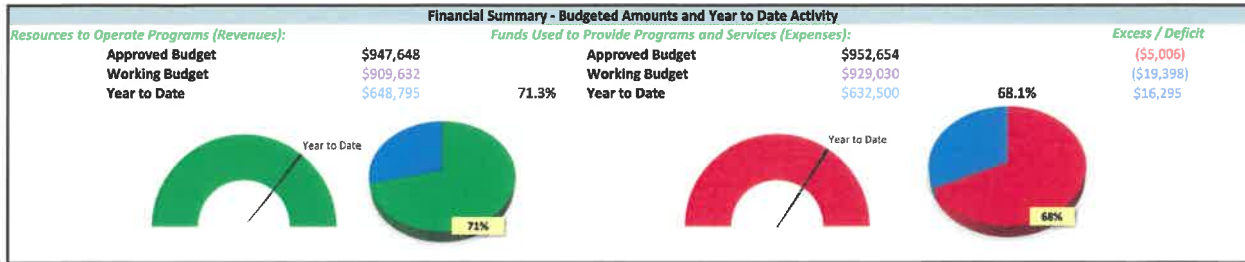
- \* As of month-end, 75% of the year was complete.
- \* Cash Balance as of the reporting period is \$196,281 down from the previous month of \$208,807.
- \* Prior year holdback balance is \$9,389 as of the reporting period. Amounts will be paid back during the Spring and final payments will be made as MDE finalizes their review of annual entitlements.
- \* Revenues received at end of the reporting period - 71%
- \* Expenditures disbursed at end of the reporting period - 68%
- \* Nothing significant to mention on the Revenues and Expenditures this month, all is on track currently when comparing budget to actual.

**Other Items**

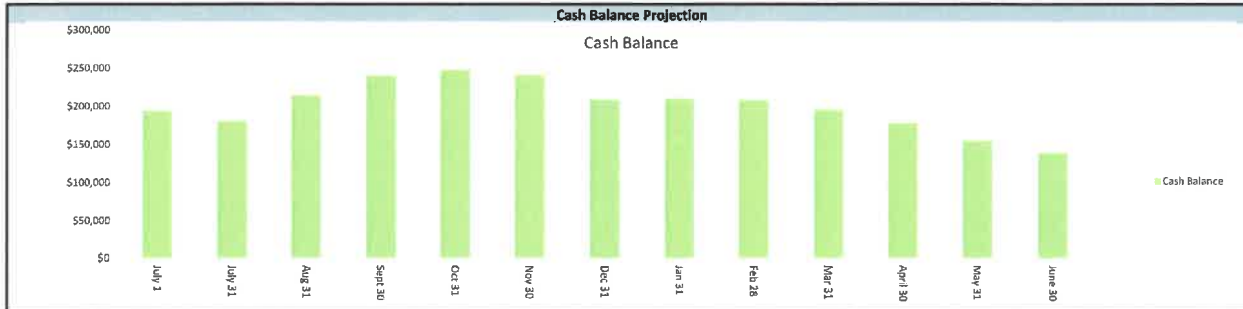
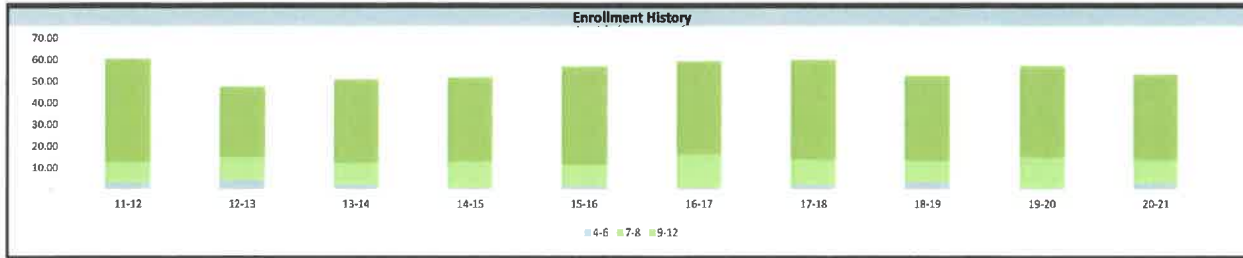
- \* FY22 Title amendments have been completed and approved by MDE.
- \* Supplemental information is provided, that shows checks that were written during the month, receipts that were posted this month, journal entries that were completed, payroll check history for the month and FY22 projected cashflow.



Discovery Public School of Faribault  
Faribault MN  
Financial Statements Dashboard  
As of March 31, 2022



Discovery Public School of Faribault  
Faribault MN  
Financial Statements Dashboard  
As of March 31, 2022



**Discovery Public School of Faribault**  
**Faribault MN**

**March 31, 2022**

	<b>Audited Balance June 30, 2021</b>	<b>Ending Balance March 31, 2022</b>
<b><u>Assets</u></b>		
<b>Current Assets</b>		
Cash and Investments	194,904	196,281
Accounts Receivable	3,148	1,953
MDE/State Aids Receivable/(Deferred Rev.) 20-21	74,453	9,389
MDE/State Aids Receivable balance 21-22	0	54,716
Federal Aids Receivable	33,250	37,446
Prepaid Expenses and Deposits	21,213	-
<b>Total Current Assets</b>	<b>326,968</b>	<b>299,786</b>
<b>Total All Assets</b>	<b>326,968</b>	<b>299,786</b>
<b><u>Liabilities and Fund Balance</u></b>		
<b>Current Liabilities</b>		
Salaries and Wages Payable, fy 2020-21	36,673	25,928
Accounts Payable	10,424	8,761
Payroll Deductions and Contributions	30,372	(696)
Deferred Revenue	65	65
<b>Total Current Liabilities</b>	<b>77,534</b>	<b>34,058</b>
<b>Fund Balance</b>		
Audited Fund Balance 6-30-2021	249,433	249,433
Net Income fy 20-21 & fy 21-22		16,295
<b>Total Fund Balance</b>	<b>249,433</b>	<b>265,728</b>
<b>Total Liabilities and Fund Balance</b>	<b>326,968</b>	<b>299,786</b>

0

**Discovery Public School of Faribault  
Faribault MN**

**Statement of Revenues and Expenditures  
March 31, 2022**

			Number of Months	9	75.0%	
	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	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	397,476	75.3%	(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	116,542	60.7%	(0)
Estimated State Aid fyd 2021-22	0	0	0	54,716	0.0%	-
Prioryear - Over/under	(346)	0	0	0	0.0%	-
Total State Revenues	777,900	815,510	794,094	595,571	75.0%	
Federal Revenues						
Title Programs, I & II	27,519	31,127	31,127	21,283	68.4%	-
Special Education Aid, F419 & 425	17,399	14,971	14,971	17,849	119.2%	-
CARES Funds, GEER & ESSER	9,070	52,505	52,505	5,721	10.9%	-
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	47,044	44.1%	
Local Revenues						
Donations & Contributions	6,316	6,000	6,000	6,096	101.6%	-
Miscellaneous local Revenues, snack fund	489	2,774	2,774	85	3.1%	-
Total Local Revenues	6,805	8,774	8,774	6,181	70.5%	
Total Revenues	980,842	939,210	909,632	648,795	71.3%	(29,577)
Working Budget adjustments						
Expenditures						
Salaries and Benefits not including special ed	397,009	429,458	419,806	261,078	68.4%	(9,652)
Contracted Services	62,541	64,605	65,607	52,824	80.5%	1,002
Legal fees	1,248	3,212	3,212	0	0.0%	-
Communications Services	4,182	3,577	3,577	3,948	110.4%	-
Postage	647	517	517	241	46.5%	-
Utilities	14,296	14,000	14,000	11,667	83.3%	-
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	61,333	83.3%	-
Other Rentals and Operating Leases	4,283	3,734	3,488	3,336	95.6%	(246)
Supplies - Non Instructional	7,060	7,389	7,389	7,386	100.0%	-
Supplies - Bldg Maint	2,305	2,500	2,500	0	0.0%	-
Computer Software License (SMART Finance & google)	5,449	5,376	5,376	3,840	71.4%	-
Instructional Supplies	2,916	4,868	4,548	2,997	65.9%	(320)
Textbooks & Media resources	1,716	1,515	1,415	364	25.8%	(100)
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	136,575	67.6%	-
Title Programs - Federal	27,519	40,285	38,050	21,283	55.9%	(2,235)
Federal Special Ed, Director and Specialists	17,399	14,972	14,972	17,849	119.2%	-
CRF, Coronavirus Relief Funds	16,213			0	0.0%	-
CARES Federal Funds,	9,070	32,505	32,505	5,721	17.6%	-
Subtotal Expenditures	870,310	940,246	928,695	632,167	68.1%	(11,551)
Transfers to Other Funds	0		0	0		-
Total Expenditures	870,310	940,246	928,695	632,167	68.1%	(11,551)
Expenditures Working Budget adjustments						
General Fund Net Income	110,532	(1,036)	(19,063)	16,629		(18,026)

**Statement of Revenues and Expenditures**  
**March 31, 2022**

	Number of Months		9	75.0%		
	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	Year to Date Activity 48 ADM	PercePt of Budget	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	99.6%	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	99.6%	(12,073)
Food Services Fund Net income	505	0	(335)	(334)		(335)
Total All Funds						
Revenues						
State Revenues	777,900	815,510	794,094	595,571	75.0%	(21,416)
Federal Revenues	197,186	123,364	106,765	47,044	44.1%	(16,600)
Local Revenues	7,309	8,774	8,774	6,181	70.5%	-
Transfers						
Total Revenues	982,396	947,648	909,632	648,795	71.3%	(38,015)
Expenditures						
Salaries and Benefits	397,009	431,858	419,806	287,005	68.4%	(12,052)
Purchased Services	175,145	190,604	181,352	142,880	78.8%	(9,252)
Supplies and Materials	19,516	21,834	21,749	14,921	68.6%	(85)
Equipment	416	7,267	7,267	0	0.0%	-
Other (Fundraising, Special Ed, Dues, etc.)	279,274	301,091	298,856	187,694	62.8%	(2,235)
Total Expenditures	871,359	952,654	929,030	632,500	68.1%	(23,624)
Total Revenues All Funds	982,396	947,648	909,632	648,795	71.3%	(38,015)
Total Expenditures All Funds	871,359	952,654	929,030	632,500	68.1%	(23,624)
Net income - All Funds	111,036	(1,036)	(19,398)	16,295		(14,391)
per budget model			(18,361)			
Net working budget adjustments revenue less expense			335			
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	248,397	230,035			
	28.6%	26.1%	24.8%			

## Check History

Calendar	Ck Date	Gross Pay	FIT-EIC	SIT	Taxes			OASDI	Medicare	Retire	TSA DEFCOMP	FLEX	Other	After Tax Other	Net Pay
Ackmann, Yvonne Marie															
S202217-0	03/15/2022	830.38	41.39	ID 31 23.70 MN	51.48	12.04		53.97 PERA							647.80
S202218-0	03/31/2022	1,405.25	97.04	52.46 MN	87.13	20.38		91.34 PERA							1,056.90
		2,235.63		76.16		32.42					0.00	0.00		0.00	
			138.43		138.61			145.31			0.00		0.00		1,704.70
Flores, Sonia															
S202217-0	03/15/2022	808.50	39.35	ID 37 22.61 MN	50.12	11.73		52.55 PERA							632.14
S202218-0	03/31/2022	1,482.25	105.68	56.31 MN	91.90	21.49		96.35 PERA							1,110.52
		2,290.75		78.92		33.22					0.00	0.00		0.00	
			145.03		142.02			148.90			0.00		0.00		1,742.66
Hansen, Sharon Marie															
S202217-0	03/15/2022	2,208.33	150.52	ID 53 75.97 MN	130.47	30.51		165.62 TRA				103.99			1,551.25
S202218-0	03/31/2022	2,208.33	150.52	75.97 MN	130.46	30.52		165.62 TRA				103.99			1,551.25
		4,416.66		151.94		61.03					0.00	207.98		0.00	
			301.04		260.93			331.24			0.00		0.00		3,102.50
Hanson, Cody A															
S202217-0	03/15/2022	1,791.67	139.05	ID 54 67.25 MN	106.95	25.01		134.38 TRA				66.75			1,252.28
S202218-0	03/31/2022	1,791.67	139.05	67.25 MN	106.94	25.01		134.38 TRA				66.75			1,252.29
		3,583.34		134.50		50.02					0.00	133.50		0.00	
			278.10		213.89			268.76			0.00		0.00		2,504.57
Hanson, Pamela A															
S202217-0	03/15/2022	1,791.67	0.00	ID 66 0.00 MN	105.43	24.66		134.38 TRA				91.08			1,436.12
S202218-0	03/31/2022	1,791.67	0.00	0.00 MN	105.44	24.66		134.38 TRA				91.08			1,436.11
		3,583.34		0.00		49.32					0.00	182.16		0.00	
			0.00		210.87			268.76			0.00		0.00		2,872.23
Horak, Michele D															
S202217-0	03/15/2022	2,041.67	83.19	ID 64 64.90 MN	116.87	27.34		153.13 TRA				156.63			1,439.61
S202218-0	03/31/2022	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		54.67					0.00	313.26		0.00	
			166.38		233.74			306.26			0.00		0.00		2,879.23

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	
Johnson, Lawrence												
S202217-0	03/15/2022	288.00	0.00	ID 72 0.00 MN	17.86	4.18	18.72 PERA					247.24
S202218-0	03/31/2022	450.00	0.00	4.68 MN	27.90	6.52	29.25 PERA					381.65
		738.00		4.68		10.70		0.00	0.00	0.00		
			0.00		45.76		47.97	0.00		0.00		628.89
Luthe, Alexandra F												
S202217-0	03/15/2022	1,833.33	145.00	ID 59 70.62 MN	110.21	25.77	137.50 TRA		55.74			1,288.49
S202218-0	03/31/2022	1,833.33	145.00	70.62 MN	110.21	25.78	137.50 TRA		55.74			1,288.48
		3,666.66		141.24		51.55		0.00	111.48	0.00		
			290.00		220.42		275.00	0.00		0.00		2,576.97
Natole, Karen T.												
S202217-0	03/15/2022	1,775.00	116.56	ID 35 76.46 MN	102.67	24.01	115.38 PERA		119.01	19.10		1,201.81
S202218-0	03/31/2022	2,246.88	168.73	106.17 MN	131.92	30.85	146.05 PERA		119.01	19.10		1,525.05
		4,021.88		182.63		54.86		0.00	238.02	38.20		
			285.29		234.59		261.43	0.00		0.00		2,726.86
Palmer, Maria												
S202217-0	03/15/2022	1,554.43	99.23	ID 69 69.48 MN	96.38	22.54	116.58 TRA					1,150.22
S202218-0	03/31/2022	1,505.43	94.96	66.85 MN	93.34	21.82	112.91 TRA					1,115.55
		3,059.86		136.33		44.36		0.00	0.00	0.00		
			194.19		189.72		229.49	0.00		0.00		2,265.77
Peterson, Allison L												
S202217-0	03/15/2022	1,708.33	86.00	ID 65 56.79 MN	105.92	24.77	128.12 TRA					1,306.73
S202218-0	03/31/2022	1,708.33	86.00	56.79 MN	105.91	24.77	128.12 TRA					1,306.74
		3,416.66		113.58		49.54		0.00	0.00	0.00		
			172.00		211.83		256.24	0.00		0.00		2,613.47
VanErp, Madison												
S202217-0	03/15/2022	540.38	0.00	ID 67 9.20 MN	33.50	7.84	35.12 PERA					454.72
S202218-0	03/31/2022	1,262.25	0.00	45.31 MN	78.26	18.30	82.05 PERA					1,038.33
		1,802.63		54.51		26.14		0.00	0.00	0.00		
			0.00		111.76		117.17	0.00		0.00		1,493.05

# 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
Weisser, Dan R.													
S202217-0	03/15/2022	2,625.00	187.75	ID 8 92.43 MN	162.75	38.06	196.88 TRA				17.90	17.90	1,929.23
S202218-0	03/31/2022	2,625.00	187.75	92.43 MN	162.75	38.07	196.88 TRA				17.90	17.90	1,929.22
		5,250.00		184.86		76.13		0.00	0.00	0.00	35.80	35.80	
			375.50		325.50		393.76	0.00	0.00	0.00			3,858.45
Employee Count 13													
Totals:		42,148.75		1,389.15		593.96		0.00		1,186.40	74.00	0.00	30,969.35
			2,345.96		2,539.64		3,050.29	0.00	0.00				



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

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
1977	4081	WF	CR0322	2064	Credit	A	03/03/22	Check	1	Misc.						
SERVS 03.03.2022				4081	R	01	005	000	012	151	400	FY22 F151			3,907.47	0.00
														Receipt Total:	\$3,907.47	\$0.00
														Deposit Total:	\$3,907.47	\$0.00
1978	4081	WF	CR0322	2065	Credit	A	03/15/22	Check	1	CFL						
IDEAS 03.15.2022				4081	R	01	005	000	000	201					1,101.81	0.00
				4081	R	01	005	000	000	211					22,752.56	0.00
				4081	R	01	005	000	000	740					7,123.56	0.00
														Receipt Total:	\$30,977.93	\$0.00
														Deposit Total:	\$30,977.93	\$0.00
1979	4081	WF	CR0322	2066	Credit	A	03/22/22	Check	1	Misc.						
School deposit 03.22.2022				4081	R	01	005	000	000	050					50.00	0.00
				4081	E	01	005	110	000	280					311.41	0.00
				4081	B	01	115	001							125.00	0.00
				4081	B	01	115	001							125.00	0.00
														Receipt Total:	\$611.41	\$0.00
														Deposit Total:	\$611.41	\$0.00
1980	4081	WF	CR0322	2067	Credit	A	03/02/22	Check	1	Misc.						
AmazonSmile 03.02.2022				4081	R	01	005	000	000	096					20.78	0.00
														Receipt Total:	\$20.78	\$0.00
														Deposit Total:	\$20.78	\$0.00
1981	4081	WF	CR0322	2068	Credit	A	03/30/22	Check	1	Misc.						
IDEAS 03.30.2022				4081	R	01	005	000	000	740	360	FY22 SPED			29,947.93	0.00
														Receipt Total:	\$29,947.93	\$0.00
														Deposit Total:	\$29,947.93	\$0.00
														Report Total:	\$65,465.52	\$0.00

# Discovery Public School of Faribault

## Payment Reg by Bank and Check

Page 1 of 2  
4/13/2022  
08:31:54

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
WF		9031		Wire	1	1007	MN DEPT OF REVENUE - WIRE TRSF		No	Yes	No	03/04/2022	765.09
WF		9032		Wire	1	1054	TEACHERS RETIREMENT ASSOCIATIO		No	Yes	No	03/04/2022	2,483.65
WF		9033		Wire	1	1074	PUBLIC EMPLOYEES RETIREMENT AS		No	Yes	No	03/04/2022	924.87
WF		9034		Wire	1	1143	IRS - WIRE TRANSFER		No	Yes	No	03/04/2022	4,589.68
WF		9035		BP	1	1060	QUILL		No	Yes	No	03/02/2022	342.03
WF		9036		BP	1	1060	QUILL		No	Yes	No	03/02/2022	135.80
WF		9037		BP	1	1060	QUILL		No	Yes	No	03/02/2022	25.24
WF		9038		BP	1	1231	Syand Corporation		No	Yes	No	03/02/2022	952.00
WF		9039		BP	1	1249	Indigo Education		No	Yes	No	03/02/2022	3,250.00
WF		9040		BP	1	1353	Strategic Staffing Solutions, LLC	Ind/Sole Proprietor	No	Yes	No	03/02/2022	581.25
WF		9041		BP	1	1353	Strategic Staffing Solutions, LLC	Ind/Sole Proprietor	No	Yes	No	03/02/2022	665.00
WF		9042		BP	1	1410	West Metro Learning Connections Inc.		No	Yes	No	03/02/2022	1,680.19
WF		9043		BP	1	1231	Syand Corporation		No	Yes	No	03/08/2022	157.50
WF		9044		BP	1	1348	Consolidated Communications		No	Yes	No	03/08/2022	389.08
WF		9045		BP	1	1060	QUILL		No	Yes	No	03/14/2022	63.98
WF		9046		BP	1	1192	Hillyard / Hutchinson, Inc.		No	Yes	No	03/14/2022	402.26
WF		9047		BP	1	1192	Hillyard / Hutchinson, Inc.		No	Yes	No	03/14/2022	28.95
WF		9048		Wire	1	1392	Bill.com		No	Yes	No	03/08/2022	80.67
WF		9049		Wire	1	1240	Wells Fargo Bank-Business Acct		No	Yes	No	03/11/2022	98.11
WF		9050		Wire	1	1190	Wells Fargo Business Card		No	Yes	No	03/14/2022	26.48
WF		9051		Wire	1	1197	Medica		No	Yes	No	03/10/2022	6,164.29
WF		9052		Wire	1	1007	MN DEPT OF REVENUE - WIRE TRSF		No	Yes	No	03/15/2022	629.41
WF		9053		Wire	1	1054	TEACHERS RETIREMENT ASSOCIATIO		No	Yes	No	03/15/2022	2,463.84
WF		9054		Wire	1	1074	PUBLIC EMPLOYEES RETIREMENT AS		No	Yes	No	03/15/2022	593.92
WF		9055		Wire	1	1143	IRS - WIRE TRANSFER		No	Yes	No	03/15/2022	4,026.18
WF		9056		BP	1	1060	QUILL		No	Yes	No	03/24/2022	91.77
WF		9057		BP	1	1180	AFLAC		No	Yes	No	03/24/2022	74.00
WF		9058		BP	1	1353	Strategic Staffing Solutions, LLC	Ind/Sole Proprietor	No	Yes	No	03/24/2022	731.25
WF		9059		BP	1	1353	Strategic Staffing Solutions, LLC	Ind/Sole Proprietor	No	Yes	No	03/24/2022	857.50
WF		9060		BP	1	1372	BerganKDV Outsourced Services LLC		No	Yes	No	03/24/2022	3,375.00
WF		9061		BP	1	1375	Culligan of Faribault		No	Yes	No	03/24/2022	48.60
WF		9062		BP	1	1399	Reuvers Psych Consulting LLC	S Corporation	No	Yes	No	03/24/2022	1,820.00
WF		9063		BP	1	1406	1DAPE LLC	LLC - C Corp	No	Yes	No	03/24/2022	123.84
WF		9064		BP	1	1409	Filan Lawn Service LLC	Ind/Sole Proprietor	No	Yes	No	03/24/2022	230.00
WF		9065		BP	1	1186	Hoa D. Nguyen		No	Yes	No	03/31/2022	7,300.00
WF		9066		BP	1	1348	Consolidated Communications		No	Yes	No	03/31/2022	409.18

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	Date	Pay/Void	Amount
WF			9067		BP	1 1356		Loffler Companies, Inc.		No	Yes	No	03/31/2022		441.28
Bank Total:															\$47,021.89
Report Total:															\$47,021.89

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)				Cash Balance
	State Aid Payments	Federal Aid Payments	Other Receipts	Prior Year State/Federal Holdback	Total Receipts	Salaries and Benefits	Other Expenditures	Rent	
July 31	58,200		296		58,496	25,428	31,857	14,600	<b>\$ 194,904</b>
Aug 31	58,215		24	41,208	99,446	24,689	33,400	7,300	181,514
Sept 30	67,869	9,962	311	22,902	101,045	31,585	36,703	7,300	215,572
Oct 31	60,757	-	-	19,582	80,339	31,641	33,887	7,300	241,029
Nov 30	61,437	3,690	430	(6)	65,550	31,203	33,657	7,300	248,539
Dec 31	49,251	2,000	-		51,251	30,537	45,590	7,300	241,929
Jan 31	59,078	-	6,000	5,386	70,464	29,808	32,311	7,300	209,753
Feb 28	65,123	-	-	(721)	64,402	31,781	27,313	7,300	210,798
<b>Mar 31</b>	<b>60,926</b>	<b>3,907</b>	<b>632</b>		<b>65,466</b>	<b>30,969</b>	<b>39,722</b>	<b>7,300</b>	<b>208,807</b>
April 30	64,368	30,489	360	5,195	100,413	37,272	73,719	7,300	<b>196,281</b>
May 31	64,368	30,489	360		95,218	37,272	73,719	7,300	178,403
June 30	64,368	30,489	360		95,218	37,272	73,719	-	155,329
<b>Projected Totals</b>	<b>733,959</b>	<b>111,028</b>	<b>8,774</b>	<b>93,546</b>	<b>947,306</b>	<b>379,458</b>	<b>535,596</b>	<b>87,600</b>	<b>139,556</b>
									<b>1,002,654</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

# Sounding Board

*A publication of Osprey Wilds Environmental Learning Center Charter School Division*

**Promoting Quality Charter School Governance**  
**ISSUE 24**



## What Boards Need to Know About Academics

### Introduction

The primary purpose of all charter schools in Minnesota is to improve all pupil learning and all student achievement. That means regardless of the success of your school's mission and vision, your school must be accountable for pupil learning and student achievement. Therefore, your Board is responsible for monitoring and ultimately ensuring that your school is achieving its primary purpose. Charter school board members often say, "But I am not a teacher and therefore can't evaluate student performance," and proceed to leave it up to the school leader or the teachers on the board. While the school leader can certainly help the Board evaluate the degree to which the school achieves its primary purpose, it is ultimately the Board's responsibility to ensure the school meets this section of statute. Therefore, Board members should become familiar with the key measures to monitor.

### Contractual Indicators

The place to start lies in the school's contract with its authorizer. For Osprey Wilds, the school contract contains a number of appendix documents referred to as exhibits, one of which is Exhibit G: Academic and Academic-Related Goals. This is the document that clearly articulates the indicators that the school and Osprey Wilds have agreed to use as the measure of the school's academic success. There are ten indicators within which measures are developed. Each of these, if applicable to the school, should be monitored by the Board:

- **Mission:** The measures in this category are at the heart of why your school exists. These goals are designed by your school to measure what matters to the school in regards to mission completion. These measures will also help the board know if the school is meeting its mission. They are agreed to by Osprey Wilds and are the primary drivers of how OW evaluates the degree to which the school is achieving its mission. While your Board likely monitors many items that serve as examples of mission work, the items in Exhibit G are the ones that OW uses as definitive measures.

*Questions Boards might consider asking about mission-related goals:*

- ✓ *Are we able to determine if we are achieving our mission based on these measures? In other words, do these measures get at the heart of our mission?*
- ✓ *Do the results show we are meeting our mission? Can we determine that from the data available?*
- ✓ *What performance should be strengthened? What resources does the Board need to allocate to achieve that improvement?*
- ✓ *What measures are we easily meeting, and should the target be raised to push us farther?*
- ✓ *Is our mission still serving the students at our school?*
- ✓ *Are we meeting our contractual goals? Within this indicator area, are there certain measures where we are doing better than others?*



of students who tested. OW also compares specific student populations to determine if there are any gaps. (i.e. Does one student group have lower performance that is masked when looking only at the total student population as a whole?)

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*Questions Boards might consider asking:*

- ✓ *How does the school's growth relate to proficiency?*
- ✓ *Are students with high growth able to reach proficiency before matriculation?*
- ✓ *If our school's demographics mirror the local district, why do our proficiency rates differ (if they do)?*
- ✓ *Is our instructional model set up to achieve grade level proficiency in core measures? If not, what might be changed?*
- ✓ *Do gaps exist between specific student groups (e.g. students eligible for free and reduced price lunch, students receiving Special Education services, English Learners), and if so, what supports are in place to close that gap?*
- ✓ *Are we meeting our contractual goals? Within this indicator area, are there certain measures where we are doing better than others?*

- **Other Proficiency and Growth:** This is a catch-all indicator area to contain other academic priorities important to the school. Most notably this section includes Kindergarten Readiness goals for school's serving kindergarten and pre-kindergarten students. Many schools place writing, social studies, or social-emotional learning goals in this category.

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*Questions Boards might consider asking:*

- ✓ *What other measures directly impact academic success that we may wish to measure?*
- ✓ *Are our students provided the skills to be healthy and successful? How do we know?*
- ✓ *Are we meeting our contractual goals? Within this indicator area, are there certain measures where we are doing better than others?*
- ✓ *What plans does the school leader or instructional leadership team have to ensure the school is meeting its contractual goals in this area?*

- **Post-Secondary Readiness:** This indicator is present for schools that serve students in Grades 9-12. While schools may have additional measures in this category, generally OW includes graduation rates (spanning from 4-7 years) and compares those rates to the state. Graduation may also be compared to the local district or to alternative education settings, depending on the priorities of the school. Additional indicators can be college/career readiness and include ACT, Accuplacer, or ASVAB scores, completion of PSEO or apprenticeship/training programs while in high school, and acceptance into a post-secondary program.

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*Questions Boards might consider asking:*

- ✓ *Are we ensuring that students are provided the support they need to graduate from high school?*
- ✓ *Are we preparing students for an array of career choices following high school?*
- ✓ *Are our students provided the skills to be healthy and successful in the post-secondary world?*
- ✓ *Are we meeting our contractual goals? Within this indicator area, are there certain measures where we are doing better than others?*

- **Attendance:** School attendance provides insights into student engagement, school culture, and connection – and attendance rates are strongly linked with academic outcomes. There are two types of measures in this indicator: overall attendance and consistent attendance.
  - Overall attendance is the percentage of school days attended for the entire student body divided by the total possible days for the entire student body. While this was the standard measure in past contracts, the state of Minnesota no longer reports overall attendance percentages for schools or the state. (Your school, however, likely still tracks this information and may



**RE: DPS Insurance Renewal**

1 message

**Grant Wilson** <grwilson@heartman.com>

Fri, Apr 15, 2022 at 8:26 AM

To: Dan Weisser &lt;dweisser@isd4081.org&gt;

Cc: Karen Natole &lt;knatole@isd4081.org&gt;, Tonya Craig &lt;tcraig@heartman.com&gt;

Yes sir. As soon as we have them, we will get them to you. They will be available via your login to the Heartman HUB.

**Grant S. Wilson**

Heartman Insurance

Phone 507-334-5577

Fax 507-334-2789

Mobile 507-951-3614

grwilson@heartman.com

*Working Together To Build Lasting Relationships***From:** Dan Weisser <dweisser@isd4081.org>**Sent:** Friday, April 15, 2022 8:18 AM**To:** Grant Wilson <grwilson@heartman.com>**Cc:** Karen Natole <knatole@isd4081.org>**Subject:** Re: DPS Insurance Renewal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Can you send over the new info/policies for our records?

**Dan Weisser****Executive Director****Discovery Public School of Faribault****507-331-5423**



On Mon, Apr 11, 2022 at 1:46 PM Grant Wilson <[grwilson@heartman.com](mailto:grwilson@heartman.com)> wrote:

Arrived Friday!!!

Here it is sir. Virtually flat renewal. No major changes except that deductible we discussed that you had received notice on. Very positive renewal.

**From:** Tonya Craig

**Sent:** Friday, April 8, 2022 3:35 PM

**To:** Grant Wilson <[grwilson@heartman.com](mailto:grwilson@heartman.com)>

**Subject:** FW: DISCOVERY PUBLIC SCHOOL - 1522725141 APRIL 23, 2022 PROPOSAL

Expiring Pack \$7626.14

Renewal Pack \$8220.58

Expiring UMB \$1175

Renewal UMB \$1275

Expiring Auto \$935

Renewal Auto \$569 (comp only)

Expiring WC \$2294

Renewal WC \$2217

Total Expiring \$12,030.14

Total Renewal \$12,281.58

**Grant S. Wilson**

Heartman Insurance

Phone 507-334-5577

Fax 507-334-2789

Mobile 507-951-3614

[grwilson@heartman.com](mailto:grwilson@heartman.com)



*Working Together To Build Lasting Relationships*

**From:** Dan Weisser <[dweisser@isd4081.org](mailto:dweisser@isd4081.org)>  
**Sent:** Monday, April 11, 2022 1:39 PM  
**To:** Grant Wilson <[grwilson@heartman.com](mailto:grwilson@heartman.com)>  
**Subject:** DPS Insurance Renewal

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hey Grant

Where are we at with our renewal paperwork?

**Dan Weisser**

**Executive Director**

**Discovery Public School of Faribault**

**507-331-5423**

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Karen Natole <knatole@isd4081.org>

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**RE: Message from KM\_C558**

message

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**onya Craig** <tcraig@heartman.com>  
o: Karen Natole <knatole@isd4081.org>

Wed, Mar 9, 2022 at 2:46 PM

There is currently a \$10,000 deductible on the policy so this will now become \$15,000. We have not seen the renewal quote yet to know from a pricing standpoint what it will do.

Thank you!

Tonya Craig, CIC CISR

Supervisor

Heartman Insurance

Faribault Office

507-529-4372 (Direct)

507-334-5577 (Office)

507-334-2789 (Fax)

tcraig@heartman.com

*Working Together To Build Lasting Relationships*

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**From:** Karen Natole [mailto:knatole@isd4081.org]  
**Sent:** Wednesday, March 09, 2022 12:54 PM  
**To:** Tonya Craig <tcraig@heartman.com>; Dan Weisser <DWeisser@isd4081.org>  
**Subject:** Fwd: Message from KM\_C558

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good Afternoon Tonya!

# DISCOVERY PUBLIC SCHOOL

## 2022 - 2023 SCHOOL CALENDAR

SB Approved: draft

### 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 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					26	27
28	29		31			

### September 2022

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

### October 2022

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

### November 2022

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

### December 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			24
25						31

### January 2023

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

### February 2023

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

### March 2023

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		25
26						

### April 2023

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

### May 2023

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		30	31			

### June 2023

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

### July 2023

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

2022  
2023

DATE	DAY	DESCRIPTION
AUG 25	THURSDAY	OPEN HOUSE - ALL GRADES - 12 PM TO 5 PM
AUG 22-25	M,T,W,TH	Teacher Workshop Days
AUG 30	TUESDAY	<i>First Day of School for Students/First Day of Qtr 1</i>
SEPT 5	MONDAY	No School - Labor Day
SEPT 23	FRIDAY	No School - Staff Development Day
OCT 4	TUESDAY	SCHOOL PICTURES-LIFETIME PHOTOGRAPHY
OCT 18	TUESDAY	Parent/Teacher Conferences (3:00-6:00 PM)
OCT 19-21	W,TH,F	No School - MEA Break
NOV 3	THURSDAY	<i>Last Day of Quarter One (43 Days)</i>
NOV 4	FRIDAY	No School - Staff Development Day
NOV 7	MONDAY	<i>First Day of Quarter 2</i>
NOV 15	TUESDAY	Picture Retake Day
NOV 23-25	W,TH,F	Thanksgiving Break
DEC 22 - JAN 2	THURS-MON	No school - Winter Break
JAN 16	MONDAY	No School - MLK Day
JAN 20	FRIDAY	<i>Last Day of Quarter Two (43 Days)</i>
JAN 23	MONDAY	No School - Staff Development Day
JAN 24	TUESDAY	<i>First Day of Quarter 3</i>
FEB 16	THURSDAY	Parent/Teacher Conferences (3:00-6:00 PM)
FEB 17	FRIDAY	No School
FEB 20	MONDAY	No School - Staff Development Day
MAR 24	FRIDAY	<i>Last Day of Quarter Three (42 Days)</i>
MAR 27-31	MON-FRI	No School - Spring Break
APR 3	MONDAY	<i>First Day of Quarter 4</i>
APR 7	FRIDAY	No School
APR 21	FRIDAY	No School
MAY 29	MONDAY	No School - Memorial Day
JUN 1	THURSDAY	<i>Last Day of Quarter Four (41 Days)</i>
JUN 1	THURSDAY	GRADUATION CEREMONY 5:00 PM
JUN 2	FRIDAY	End of Year Staff Meeting - 9:00 AM
JUN 5-23	M,T,W,TH,F	1st Summer School Session
JULY 10-28	M,T,W,TH,F	2nd Summer School Session

QTR 1	08/30/22 - 11/03/22 = 43 Days	Total Instructional Days - 169 Days
QTR 2	11/07/22 - 01/20/23 = 43 Days	Total Staff Workshop Days - 4 Days
QTR 3	01/24/23 - 03/24/23 = 42 Days	Total Staff Development Days - 4 Days
QTR 4	04/03/23 - 06/01/22 = 41 Days	Total School Days - 177 Days
		Total Instructional Hours - 1,064.7

B. In addition, INDIGO Education shall appoint a person to support the Director who will be responsible for the duties outlined in the position description (the "Services"), attached as Exhibit B hereto and incorporated herein. The Parties may mutually amend the scope of the Services by supplemental writings signed by both Parties.

C. INDIGO Education retains the right to solely determine the specific duties of the Director and their supports, so long as they are consistent with the Services outlined in Exhibit A. If, during the Agreement Term the School's needs as related to its Director, and their supports exceed the services identified in Exhibit A, INDIGO Education will use its best efforts to provide for increased staffing. However, INDIGO Education is not obligated to find nor does it guarantee the availability of additional staff. In this case, the Agreement and compensation schedule will be modified.

D. The School acknowledges that the Director has certain responsibilities pursuant to state and federal law and regulations and, in furtherance of those responsibilities, the School acknowledges that it has a duty to cooperate with the Director.

E. The School further agrees to make its business or fiscal manager available to meet with the Director no less than quarterly for the purpose of providing the Director with information regarding the financial management and operations of the School. The School agrees to provide the Director and their team at INDIGO Education "read-only access" to data collection systems created by the Minnesota Department of Education (Special Education Data Reporting Application (SEDRA) and Special Education Record View and Submission (SERVS)).

### **3. BACKGROUND INVESTIGATIONS**

INDIGO Education shall conduct criminal background investigations on all of its employees that are to perform the Services who may come into contact with the School's students prior to the commencement of those person(s) performing any of the Services.

### **4. CONFIDENTIALITY**

INDIGO Education and its employees, consultants, and contractors shall maintain all records and information arising out of the provision of the Services in accordance with applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures relating to the confidentiality of student education data. It shall be the responsibility of the School to provide INDIGO Education with any of its own guidelines, policies, or procedures relating to confidentiality that it wishes for INDIGO Education to comply with pursuant to this paragraph.

### **5. PAYMENT FOR SERVICES**

The School shall compensate INDIGO Education for providing the Services as outlined in the compensation schedule, attached as Exhibit D hereto and incorporated herein.

- ii. The School will pay a service fee of 1.5% of the past due amount (MN Statute 471.425)
- b. If payment is not received within 45 days of the due date or in accordance with the agreed-upon payment plan, notice will be provided to the School, board chair, authorizer, and the Minnesota Department of Education (MDE).
- c. If payment or payment according to the agreed-upon payment plan is not received within 60 days, INDIGO Education will issue a termination of services notice to the School.
  - i. INDIGO Education will inform the School's board, authorizer, and MDE of the termination of the partnership.

- Intersect the mission and vision of a school with the non-negotiable rules and regulations that drive special education.
- Demonstrate the ability to organize and synthesize verbal and written data.
- Respond quickly to a variety of stakeholder requests.
- Work cooperatively and effectively in a multi-disciplinary environment with various staff and related service providers.
- Analyze financial reports created by the Minnesota Department of Education.
- Report errors and provide solutions within financial systems to the Director of Special Education and appropriate school staff
- Provide guidance regarding the implementation and maintenance of Third Party Billing programming
- Review special education documentation in accordance with State/Federal guidelines



## **EXHIBIT A**

### **DESCRIPTION OF SERVICES**

**POSITION TITLE:** Director of Special Education (the "Director")

**SUPERVISOR:** Executive Director of INDIGO Education

#### **Position Summary**

As a member of the INDIGO Education team, the Director will provide programmatic and financial oversight of the School's special education programs.

**The essential functions of the Director shall include the following:**

- Diligently execute the Statement of Assurances and uphold the Code of Ethics for School Administrators (MN Rule 3512.5200)
- Assist contracted schools in complying with federal and state rules/regulations pertaining to students with disabilities
- Collaborate with school staff members to monitor programs regarding compliance with all laws, policies, regulations, and guidelines pertaining to special education as mandated by the state of Minnesota and the federal government
- Provide training and mentoring to teachers, administrators, and paraprofessionals regarding broad and specific concepts in the field of special education
- Maintain knowledge of legal and ethical requirements related to the special education programs
- Ensure that an adequate educational structure is in place to meet the emotional, physical, and cognitive needs of learners with Individualized Education Programs (IEPs)
- Oversee special education expenditures and revenue and third party reimbursement
- Review data entry within the following systems SEDRA / SERVS / UFARS / STAR / MARSS
- Provide guidance to school staff regarding the Tuition Acknowledgement process



SERVICE  
LEADERSHIP  
INTEGRITY

[signature pages to follow]

Director of Special Education under contract as of the date the Agreement ends, the Parties acknowledge that INDIGO Education will be required by law to report and it will report the School's failure to provide a Director of Special Education to the Minnesota Department of Education.

- B. The School's administrator and the Director of Special Education are required by the Minnesota Department of Education to sign the Statement of Assurances annually. These Assurances require the school to follow all State and Federal laws regarding special education due process and fiscal compliance under the direction of a licensed Director.
- C. The Director will provide the School with guidance that is timely, accurate, and ethical. Should the School elect to not follow this guidance, the following steps will be implemented:
  - a. The Director will outline the concerns in writing and request a meeting to discuss the concerns with the School's Director.
  - b. The Director and the School Director will meet, discuss concerns and establish a plan of resolution within a mutually agreed-upon timeframe.
  - c. If, after two failed attempts to schedule a meeting with the School Director, the Director will request a meeting including the School's board chair and the authorizer.
  - d. After meeting with the School Director, board chair, and authorizer, the concerns are not resolved, INDIGO Education will provide notice of termination of services (as outlined in Section 12A of this agreement) to the School.

### **13. WAIVER**

Either party's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

### **14. SURVIVAL OF PROVISIONS**

- A. Provisions that by their nature are intended to survive the Agreement Term and/or the termination of this Agreement include the following: SERVICES TO BE PROVIDED; CONFIDENTIALITY; INDEMNIFICATION; INSURANCE; DATA PRACTICES; TERMINATION; and MINNESOTA LAW GOVERNS.
- B. Force Majeure. Neither party shall be held responsible for any delay or failure in performance of any part of this agreement to the extent such delay or failure is caused by fire, flood, explosion, war, embargo, government requirement, civil or military authority, an act of God, or other similar causes beyond its control and without the fault or negligence of

# Strategic Staffing Solutions

## Service Agreement

THIS AGREEMENT made and entered in this **March 30<sup>th</sup>, 2022** by and between **Strategic Staffing Solutions, PO Box 276, Mount Pleasant, SC 29466**, hereinafter referred to as the **Provider** and **Discovery Public School of Faribault, 126 8<sup>th</sup> Street NW, Faribault, MN 55021** hereinafter referred to as **LEA**. The **Provider** will act as an independent contractor in the performance of all duties under this agreement.

### Witnessed:

#### **I The LEA, hereby agrees to:**

- A provide access to appropriate records for the purpose of determining individual needs.
- B pay the **Provider** at the rate of **\$75.00 per hour** for agreed upon Speech Therapy services from **July 1<sup>st</sup>, 2022 through June 30<sup>th</sup>, 2023**. Total expenditure by the **LEA** for the 2022-2023 School Year is estimated to be **\$10,800.00**, based on an estimate of **144 total school year hours**. If additional service hours are requested by the **LEA** during the agreement period, the estimated expenditure will increase. Terms are DUE WITHIN 30 DAYS OF RECEIPT.
- C to hold all provisions of this agreement in confidence and to refrain from disclosing any of such provisions to any third party unless already publicly known or unless such disclosure is required by law.
- D Notwithstanding any other provision in this contract, the **LEA** remains responsible for ensuring that any service provided pursuant to this agreement complies with all pertinent provisions of federal, state, and local laws, rules and regulations.

#### **II The Licensed Speech Language Pathologist hereby agrees to:**

- A provide appropriate services to students identified.
- B consult with the Director of Special Education, Special Education Team, and Principal, as appropriate, to ensure programs are carried out correctly
- C submit an authorized monthly accounting of the activities of the Speech Language Pathologist to the Director of Special Education detailing the dates covered by the billing, the number of hours of services provide, and the amount of the billing on the last calendar day of the month which the billing dates cover.
- D maintain appropriate licensure through the MN Department of Education or applicable governing agency.

**VII Insurance:**

A **Provider** shall, during the life of the agreement, purchase and maintain insurance coverage with the minimum limits as follows:

- i. **Workers Compensation** - as required by the Minnesota State Statute.
- ii. **General Liability Insurance:**
  - General Aggregate Limit - \$4 Million
  - Personal Injury Limit - \$2 Million
  - Each Occurrence Limit - \$2 Million
- iii. **Professional Liability Insurance** - with limits of \$2 Million each Occurrence / \$4 Million aggregate.

B **Provider** will provide the **LEA** with proof of insurance.

**VIII Data Privacy:**

Pursuant to **LEA's** Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and privacy Act and the Minnesota Government Data Practices Act, **Provider** certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act. All data is considered property of the **LEA** and shall be returned once this agreement has ended.

**IX Indemnification:**

A the **LEA** and its agents, employees, or invitees agree to save, indemnify and hold the **Provider** harmless from any injury or damage that may result to any person or property by or from any act or omission to act by the **Licensed Speech Language Pathologist** or the **Licensed Speech Language Pathologist's** agents, employees, or invitees from any cause or causes whatsoever arising from or concerned with **Licensed Speech Language Pathologist** performance under this agreement.

B except to the extent that such liability is caused by the negligence or tortious act or omission of the **LEA** or its agents, contractors or employees, the **Provider** agrees, to the extent permitted by law, to defend, indemnify, and hold harmless the **LEA**, its members, managers, governors, contractors, representatives, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the following:

- i. any willful, negligent or tortious act or omission of the **Provider**, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the delivery of education services, and

# Strategic Staffing Solutions

## Service Agreement

THIS AGREEMENT made and entered in this **March 30<sup>th</sup>, 2022** by and between **Strategic Staffing Solutions, PO Box 276, Mount Pleasant, SC 29466**, hereinafter referred to as the **Provider** and **Discovery Public School of Faribault, 126 8<sup>th</sup> Street NW, Faribault, MN 55021** hereinafter referred to as **LEA**. The **Provider** will act as an independent contractor in the performance of all duties under this agreement.

### Witnessed:

#### **I The LEA, hereby agrees to:**

- A provide access to appropriate records for the purpose of determining individual needs.
- B pay the **Provider** at the rate of **\$71.00 per hour** for agreed upon Occupational Therapy services from **July 1<sup>st</sup>, 2022 through June 30<sup>th</sup>, 2023**. Total expenditure by the **LEA** for the 2022-2023 School Year is estimated to be **\$5112.00**, based on an estimate of **72 total school year hours/2 hours per week for 36 weeks**. If additional service hours are requested by the **LEA** during the agreement period, the estimated expenditure will increase. Terms are DUE WITHIN 30 DAYS OF RECEIPT.
- C to hold all provisions of this agreement in confidence and to refrain from disclosing any of such provisions to any third party unless already publicly known or unless such disclosure is required by law.
- D Notwithstanding any other provision in this contract, the **LEA** remains responsible for ensuring that any service provided pursuant to this agreement complies with all pertinent provisions of federal, state, and local laws, rules and regulations.

#### **II The Licensed Occupational Therapist hereby agrees to:**

- A provide appropriate services to students identified.
- B consult with the Director of Special Education, Special Education Team, and Principal, as appropriate, to ensure programs are carried out correctly
- C submit an authorized monthly accounting of the activities of the Occupational Therapist to the Director of Special Education detailing the dates covered by the billing, the number of hours of services provide, and the amount of the billing on the last calendar day of the month which the billing dates cover.
- D maintain appropriate licensure through the MN Department of Education or applicable governing agency.

**VII Insurance:**

A **Provider** shall, during the life of the agreement, purchase and maintain insurance coverage with the minimum limits as follows:

- i. **Workers Compensation** - as required by the Minnesota State Statute.
- ii. **General Liability Insurance:**
  - General Aggregate Limit - \$4 Million
  - Personal Injury Limit - \$2 Million
  - Each Occurrence Limit - \$2 Million
- iii. **Professional Liability Insurance** - with limits of \$2 Million each Occurrence / \$4 Million aggregate.

B **Provider** will provide the **LEA** with proof of insurance.

**VIII Data Privacy:**

Pursuant to **LEA's** Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and privacy Act and the Minnesota Government Data Practices Act, **Provider** certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act. All data is considered property of the **LEA** and shall be returned once this agreement has ended.

**IX Indemnification:**

A the **LEA** and its agents, employees, or invitees agree to save, indemnify and hold the **Provider** harmless from any injury or damage that may result to any person or property by or from any act or omission to act by the **Licensed Occupational Therapist** or the **Licensed Occupational Therapist's** agents, employees, or invitees from any cause or causes whatsoever arising from or concerned with **Licensed Occupational Therapist** performance under this agreement.

B except to the extent that such liability is caused by the negligence or tortious act or omission of the **LEA** or its agents, contractors or employees, the **Provider** agrees, to the extent permitted by law, to defend, indemnify, and hold harmless the **LEA**, its members, managers, governors, contractors, representatives, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the following:

- i. any willful, negligent or tortious act or omission of the **Provider**, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the delivery of education services, and

# Strategic Staffing Solutions

## Service Agreement

THIS AGREEMENT made and entered in this **April 6<sup>th</sup>, 2022** by and between **Strategic Staffing Solutions, PO Box 276, Mount Pleasant, SC 29466**, hereinafter referred to as the **Provider** and **Discovery Public School of Faribault, 126 8<sup>th</sup> Street NW, Faribault, MN 55021** hereinafter referred to as **LEA**. The **Provider** will act as an independent contractor in the performance of all duties under this agreement.

### Witnessed:

#### I **The LEA, hereby agrees to:**

- A provide access to appropriate records for the purpose of determining individual needs.
- B pay the **Provider** at the rate of **\$69.00 per hour** for agreed upon DAPE services from **July 1<sup>st</sup>, 2022 through June 30<sup>th</sup>, 2023**. Total expenditure by the **LEA** for the 2022-2023 School Year is estimated to be **\$2,484.00**, based on an estimate of **36 total school year hours**. If additional service hours are requested by the **LEA** during the agreement period, the estimated expenditure will increase. Terms are DUE WITHIN 30 DAYS OF RECEIPT.
- C to hold all provisions of this agreement in confidence and to refrain from disclosing any of such provisions to any third party unless already publicly known or unless such disclosure is required by law.
- D Notwithstanding any other provision in this contract, the **LEA** remains responsible for ensuring that any service provided pursuant to this agreement complies with all pertinent provisions of federal, state, and local laws, rules and regulations.

#### II **The Licensed DAPE Teacher hereby agrees to:**

- A provide appropriate services to students identified.
- B consult with the Director of Special Education, Special Education Team, and Principal, as appropriate, to ensure programs are carried out correctly
- C submit an authorized monthly accounting of the activities of the DAPE Teacher to the Director of Special Education detailing the dates covered by the billing, the number of hours of services provide, and the amount of the billing on the last calendar day of the month which the billing dates cover.
- D maintain appropriate licensure through the MN Department of Education or applicable governing agency.



**VII Insurance:**

A **Provider** shall, during the life of the agreement, purchase and maintain insurance coverage with the minimum limits as follows:

- i. **Workers Compensation** - as required by the Minnesota State Statute.
- ii. **General Liability Insurance:**
  - General Aggregate Limit - \$4 Million
  - Personal Injury Limit - \$2 Million
  - Each Occurrence Limit - \$2 Million
- iii. **Professional Liability Insurance** - with limits of \$2 Million each Occurrence / \$4 Million aggregate.

B **Provider** will provide the **LEA** with proof of insurance.

**VIII Data Privacy:**

Pursuant to **LEA's** Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and privacy Act and the Minnesota Government Data Practices Act, **Provider** certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act. All data is considered property of the **LEA** and shall be returned once this agreement has ended.

**IX Indemnification:**

A the **LEA** and its agents, employees, or invitees agree to save, indemnify and hold the **Provider** harmless from any injury or damage that may result to any person or property by or from any act or omission to act by the **Licensed DAPE Teacher** or the **Licensed DAPE Teacher's** agents, employees, or invitees from any cause or causes whatsoever arising from or concerned with **Licensed DAPE Teacher** performance under this agreement.

B except to the extent that such liability is caused by the negligence or tortious act or omission of the **LEA** or its agents, contractors or employees, the **Provider** agrees, to the extent permitted by law, to defend, indemnify, and hold harmless the **LEA**, its members, managers, governors, contractors, representatives, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the following:

- i. any willful, negligent or tortious act or omission of the **Provider**, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the delivery of education services, and

# Strategic Staffing Solutions

## Service Agreement

THIS AGREEMENT made and entered in this **April 6<sup>th</sup>, 2022** by and between **Strategic Staffing Solutions, PO Box 276, Mount Pleasant, SC 29466**, hereinafter referred to as the **Provider** and **Discovery Public School of Faribault, 126 8<sup>th</sup> Street NW, Faribault, MN 55021** hereinafter referred to as **LEA**. The **Provider** will act as an independent contractor in the performance of all duties under this agreement.

### Witnessed:

#### **I The LEA, hereby agrees to:**

- A provide access to appropriate records for the purpose of determining individual needs.
- B pay the **Provider** at the rate of **\$69.00 per hour** for agreed upon DAPE services from **July 1<sup>st</sup>, 2022 through June 30<sup>th</sup>, 2023**. Total expenditure by the **LEA** for the 2022-2023 School Year is estimated to be **\$2,484.00**, based on an estimate of **36 total school year hours**. If additional service hours are requested by the **LEA** during the agreement period, the estimated expenditure will increase. Terms are DUE WITHIN 30 DAYS OF RECEIPT.
- C to hold all provisions of this agreement in confidence and to refrain from disclosing any of such provisions to any third party unless already publicly known or unless such disclosure is required by law.
- D Notwithstanding any other provision in this contract, the **LEA** remains responsible for ensuring that any service provided pursuant to this agreement complies with all pertinent provisions of federal, state, and local laws, rules and regulations.

#### **II The Licensed DAPE Teacher hereby agrees to:**

- A provide appropriate services to students identified.
- B consult with the Director of Special Education, Special Education Team, and Principal, as appropriate, to ensure programs are carried out correctly
- C submit an authorized monthly accounting of the activities of the DAPE Teacher to the Director of Special Education detailing the dates covered by the billing, the number of hours of services provide, and the amount of the billing on the last calendar day of the month which the billing dates cover.
- D maintain appropriate licensure through the MN Department of Education or applicable governing agency.

## VII **Insurance:**

A **Provider** shall, during the life of the agreement, purchase and maintain insurance coverage with the minimum limits as follows:

- i. **Workers Compensation** - as required by the Minnesota State Statute.
- ii. **General Liability Insurance:**
  - General Aggregate Limit - \$4 Million
  - Personal Injury Limit - \$2 Million
  - Each Occurrence Limit - \$2 Million
- iii. **Professional Liability Insurance** - with limits of \$2 Million each Occurrence / \$4 Million aggregate.

B **Provider** will provide the **LEA** with proof of insurance.

## VIII **Data Privacy:**

Pursuant to **LEA's** Protection and Privacy of Pupil Records Policy and consistent with the requirements of the Family Educational Rights and privacy Act and the Minnesota Government Data Practices Act, **Provider** certifies and agrees that all data created, collected, received, stored, used, maintained, or disseminated must comply with the Family Educational Rights and Privacy Act and the Minnesota Government Data Practices Act. All data is considered property of the **LEA** and shall be returned once this agreement has ended.

## IX **Indemnification:**

A the **LEA** and its agents, employees, or invitees agree to save, indemnify and hold the **Provider** harmless from any injury or damage that may result to any person or property by or from any act or omission to act by the **Licensed DAPE Teacher** or the **Licensed DAPE Teacher 's** agents, employees, or invitees from any cause or causes whatsoever arising from or concerned with **Licensed DAPE Teacher** performance under this agreement.

B except to the extent that such liability is caused by the negligence or tortious act or omission of the **LEA** or its agents, contractors or employees, the **Provider** agrees, to the extent permitted by law, to defend, indemnify, and hold harmless the **LEA**, its members, managers, governors, contractors, representatives, agents, and employees from any liability, claims, causes of action, judgments, damages, losses, costs, or expenses, including reasonable attorney's fees, resulting directly or indirectly from the following:

- i. any willful, negligent or tortious act or omission of the **Provider**, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable in the delivery of education services, and

## **School Psychologist Contract**

### **CONTRACT**

**This Agreement**, is made and entered into by and between DISCOVERY Public School of Faribault (hereinafter referred to as the "DISTRICT") and Gayle Reuvers, School Psychologist, (thereinafter referred to as the "CONTRACTOR".)

### **RECITALS**

**Whereas** the DISTRICT desires to enter into an agreement with a qualified CONTRACTOR with expertise in providing Consultation services as described below in Article 1, Section 1 **and**

**Whereas** the CONTRACTOR is duly qualified and will provide the requested consulting services;

**Whereas** the DISTRICT is willing to enter into an agreement with the CONTRACTOR to provide these services; **and**

**Whereas** the CONTRACTOR understands and agrees that:

1. The CONTRACTOR will act as an independent contractor in the performance of all duties under this agreement.
2. The CONTRACTOR is not an agent, servant or employee of the DISTRICT and shall not make any such representations nor hold himself out as such.
3. The CONTRACTOR shall have no authority to bind the DISTRICT for the performance of any services or to otherwise obligate the DISTRICT, the CONTRACTOR's authority being specifically limited to the duties assigned to the CONTRACTOR under this Agreement.
4. The CONTRACTOR shall not be considered, under the provisions of this Agreement or otherwise, as having employee status, and accordingly, the CONTRACTOR shall be responsible for payment of all taxes, including federal, state and local taxes arising out of the CONTRACTOR's activities under this Agreement, including, but not limited to , federal and state income tax, FICA, unemployment insurance taxes, and any other taxes or business license fees as required;
5. The CONTRACTOR shall not accrue any continuing contract rights for the services performed to this Agreement.
6. The CONTRACTOR shall comply with all applicable School Board policies, procedures, rules and regulations that are relevant to the CONTRACTOR's provision of services under this Agreement.
7. Services provided are for students with a disability or suspected disability and whose IEP's contain documentation of the need for services. This service is unique to students identified as special education students. It is specifically designed instruction and not available to non-disabled students. The decision to provide this service was made by the IEP team. This service is provided at no cost to the parent. Facilities where this service is provided are of high quality.

**NOW, THEREFORE**, in consideration of the mutual covenants and promises contained herein and board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives other good and valuable consideration, it is agreed as follows:

### **ARTICLE I SERVICES TO BE PROVIDED**

## **School Psychologist Contract**

**Section 1. Provision of Services.** The CONTRACTOR agrees to provide services and evaluation as identified by the Child Study and IEP teams. Consultation services may include, but are not necessarily limited to, review of pertinent educational records of selected students; discussion and consultation with teaching staff, school administration and related service providers, and providing consultation and recommendations on appropriate goals and objectives, child study services and working individually with students on behavior, emotional and educationally related issues.

### **ARTICLE II** **COMPENSATION**

**Section 1. Compensation/Fees.** The CONTRACTOR shall provide the agreed to services at a rate not to exceed \$80.00 per hour. The per hour rate shall be prorated to full quarter –hour increments. Evaluations and Reevaluations will typically take 3-8 hours. The total maximum threshold of expenditure is \$35,000. This agreement will occur during the 2022-23 school year from August 15, 2022 – June 15, 2023. The Principal has the authority to sign legally binding contracts up to \$35,000. Contracts beyond \$35,000 must be approved by 'DISCOVERY Public School of Faribault's SCHOOL BOARD.

The CONTRACTOR services to be provided will be determined solely by the DISTRICT. The CONTRACTOR will not provide any services above and beyond those services in which the DISTRICT specifically requests. Furthermore, the CONTRACTOR agrees that during the term of this Agreement, he will not accept monetary payment or other remuneration from any entity or individual other than the DISTRICT for providing consulting services to a student or child currently enrolled or receiving education services or funding from the DISTRICT, unless specifically permitted by the DISTRICT.

It is the responsibility of the CONTRACTOR to submit an invoice for payment. Billing for previous month will be sent out on the 10<sup>th</sup> of the month. Payment is expected within 30 days.

### **ARTICLE III** **SERVICES**

**Section 1. Services.** The Services provided by the CONTRACTOR pursuant to this Agreement will be determined exclusively by the DISTRICT. Contracts are reviewed every year. The Agreement will remain in effect for the 2022-23 school year but may be terminated by either party upon written notice to the other; however, any termination shall not be effective less than thirty (30 days) following said notice.

### **ARTICLE IV** **INSURANCE AND OTHER BENEFITS**

**Section 1. Insurance.** During the term of this Agreement, it is specifically agreed and understood that the CONTRACTOR shall not be eligible for nor provided insurance coverage of any kind, including, but not limited to, health, medical, dental, life, and long-term disability.

**Section 2. Other Benefits.** It is specifically agreed and understood that the CONTRACTOR shall not be eligible for nor provided any other benefits, including, but not limited to, working compensation and unemployment benefits.

**Section 3. Liability Insurance.**

### **ARTICLE V** **INDEMNIFICATION**

The CONTRACTOR agrees to hold harmless the DISTRICT and its board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives from any and all damages and claims that may arise by reason of any acts or omissions on the part of the CONTRACTOR, or the CONTRACTOR's employees or agents, in regard to the CONTRACTOR's

## School Psychologist Contract

performance of duties under this Agreement, and for any action commenced against the DISTRICT or any of its board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives arising out of the actions taken by the CONTRACTOR pursuant to this Agreement, the CONTRACTOR shall assume full responsibility and shall indemnify the DISTRICT and its board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives from and against any and all related liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's and witness fees, and expenses incident thereto.

### **ARTICLE VI** **GENERAL**

**Section 1. Data.** The CONTRACTOR agrees that any information and data received by the CONTRACTOR during the term of this Agreement shall be treated and maintained by the CONTRACTOR in accordance with all applicable federal, state and local laws, rules and regulations governing same, including, but not limited to, the provision of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The CONTRACTOR also agrees to comply with all of the provisions and requirements of DISTRICT's data privacy policies. Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the CONTRACTOR in the performance of the CONTRACTOR's obligations under this Agreement shall be the exclusive property of the DISTRICT, and any such data and materials shall be remitted to the DISTRICT by the CONTRACTOR upon completion or termination of the Agreement.

**Section 2. Entire Agreement.** The agreement is the entire agreement between the DISTRICT and the CONTRACTOR and it supersedes all prior written or oral agreements. There are no covenants, promises, undertakings, or understandings outside of this Agreement other than those as specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

**Section 3. Special Education Provisions.** The Services provided are specially designed instruction, at no cost to the parents, to meet the unique needs of a student with a disability or related services in order for a child with a disability to benefit from specially designed instruction.

**Section 4. Choice of law:** This agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

**WHEREFORE, THIS Agreement was entered into on the date set forth below and undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby acknowledge receipt of a copy hereof.**

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Gayle L Reuvers, NCSP

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Date

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Director of Discovery Public School of Faribault

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Date



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## School Psychologist Contract

performance of duties under this Agreement, and for any action commenced against the DISTRICT or any of its board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives arising out of the actions taken by the CONTRACTOR pursuant to this Agreement, the CONTRACTOR shall assume full responsibility and shall indemnify the DISTRICT and its board members, its administrators, its employees, its officers, its attorneys, its insurers, agents, CONTRACTORS, and representatives from and against any and all related liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's and witness fees, and expenses incident thereto.

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**Section 3. Special Education Provisions.** The Services provided are specially designed instruction, at no cost to the parents, to meet the unique needs of a student with a disability or related services in order for a child with a disability to benefit from specially designed instruction.

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**WHEREFORE, THIS Agreement was entered into on the date set forth below and undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby acknowledge receipt of a copy hereof.**

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Gayle L Reuvers, NCSP

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Date

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Director of Discovery Public School of Faribault

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Date