

**Discovery Public School
126 - 8th Street N.W.
Faribault, MN 55021
Regular Meeting
April 16, 2026 @ 4:30 pm**

The mission of Discovery Public School of Faribault is to meet the current and future needs of middle and high school students by providing a stable and consistent environment in which each student builds necessary social, academic, personal, and career skills for a satisfying and productive life.

1. Call to Order and Roll Call –

<input type="checkbox"/> Russ Kennedy, Chair	<input type="checkbox"/> Cody Hanson
<input type="checkbox"/> Sharon Hansen, Vice-Chair	<input type="checkbox"/> Sarah Hammer
<input type="checkbox"/> Steven (Sam) Macklay, Clerk/Treasurer	<input type="checkbox"/> Ally Luthe
<input type="checkbox"/> Authorizer (OspreyWilds):	<input type="checkbox"/> Chris Whitmire
<input type="checkbox"/> Guest(s):	<input type="checkbox"/> Dan Weisser, Ex-Officio

2. Approval of the Agenda-

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

3. Approval of February 19, 2026, Regular Meeting 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, Sam Macklay, Dan Weisser, Adam Hewitt/Creative Planning)
4. Academic Committee – (Dan Weisser, Sharon Hansen)
5. Environmental Education – (Sharon Hansen, Garret Bitker)

7. DISCUSSION ITEMS:

7.1 SCHOOL BOARD TRAINING: OW Sounding Board “Financial Oversight”

7.2 DIRECTOR EVALUATION: *None*

7.3 SCHOOL BOARD ELECTIONS (Cody Hanson, Open Seat):

7.4 TEACHING AGREEMENTS:

8. ACTION ITEMS:

8.1 INDIGO EDUCATION SPECIAL EDUCATION DIRECTOR CONTRACT:

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

8.2 NAVIGATE SCHOOL NURSE CONTRACT:

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

8.3 STRATEGIC STAFFING SPEECH CONTRACT:

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

Our next regular meeting is scheduled for: **Thursday, May 21, 2026 @ 4:30 p.m.**

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 of Faribault
Faribault, Minnesota
District 4081

March - 2026
Financial Report

Discovery Public School of Faribault

March 2026

Table of Contents

Executive Summary	Page 1
Dashboard	Page 2
Balance Sheet	Page 4
Statement of Revenues and Expenditures	Page 5
Cash Flow Analysis	Page 10

**Discovery Public School of Faribault
Faribault, Minnesota
March 2026 Financial Reports
Executive Summary**

Summary of Key Financial Indicators

- * Average Daily Membership (ADM) Overview –
 - o Original Budget: 55 ADM
 - o Working Budget: 48 ADM
 - o Actual: 48.01 ADM as of 04/09/2026
- * The school working budget has a deficit for the year of \$59,661. A projected cumulative fund balance of \$89,818 or 8.2% of expenditures at fiscal year-end.
- * Projected Days Cash on Hand for the projected fiscal year-end is 46 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 \$87,878.
- * Revenues received at end of the reporting period – 72.7%
- * Expenditures disbursed at end of the reporting period – 72.7%

Balance Sheet

- The beginning balances shown are based on audited information as of June 30, 2025.
- The balance sheet shows a summary of the financial balances of the district.

Statement of Revenue and Expenditures

- This report shows the board approved budget, a working budget, the year-to-date activity (revenues and expenditures) through the month end, and an indication of the percentage of budget to actuals.

Cash Flow Projection

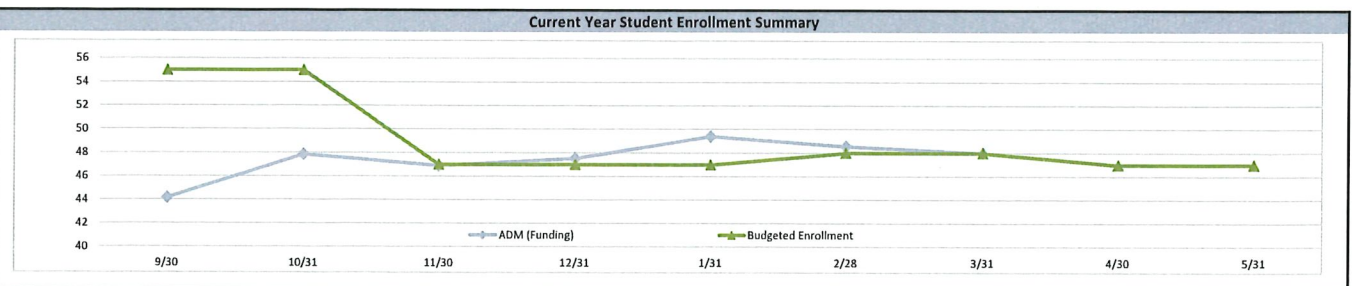
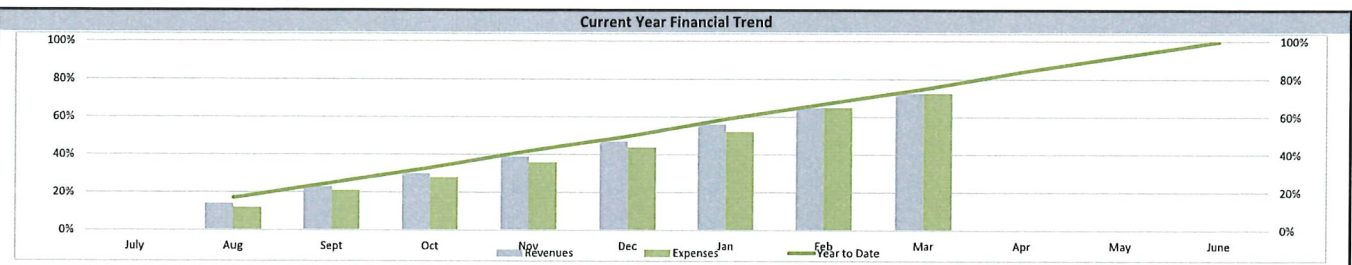
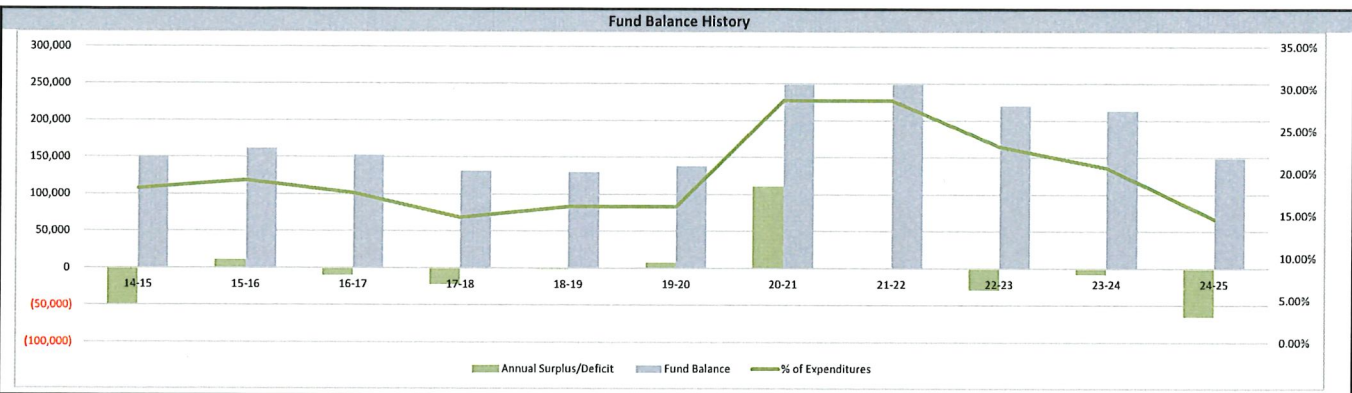
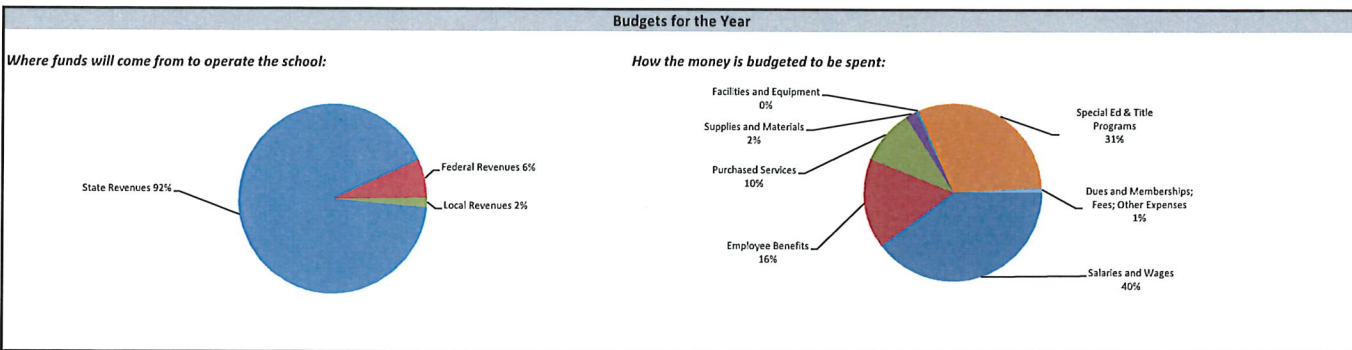
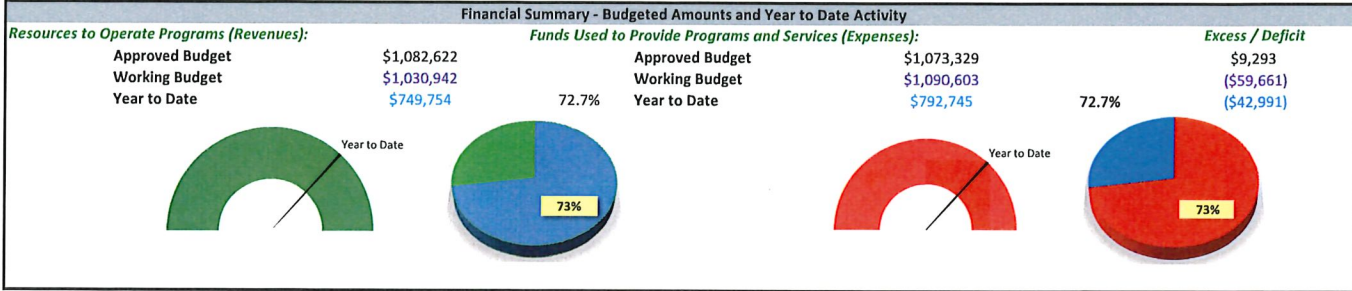
- The cash flow projection tracks the activity of revenues and expenditures from previous months and estimates our future cash balance based on our budgeted revenues and expenditures.

Other Items

- * Supplemental information is provided shows cash receipts report, check register report and journal entries that were completed.
- * Reports prepared by Adam Hewitt at Creative Planning – adam.hewitt@creativeplanning.com.

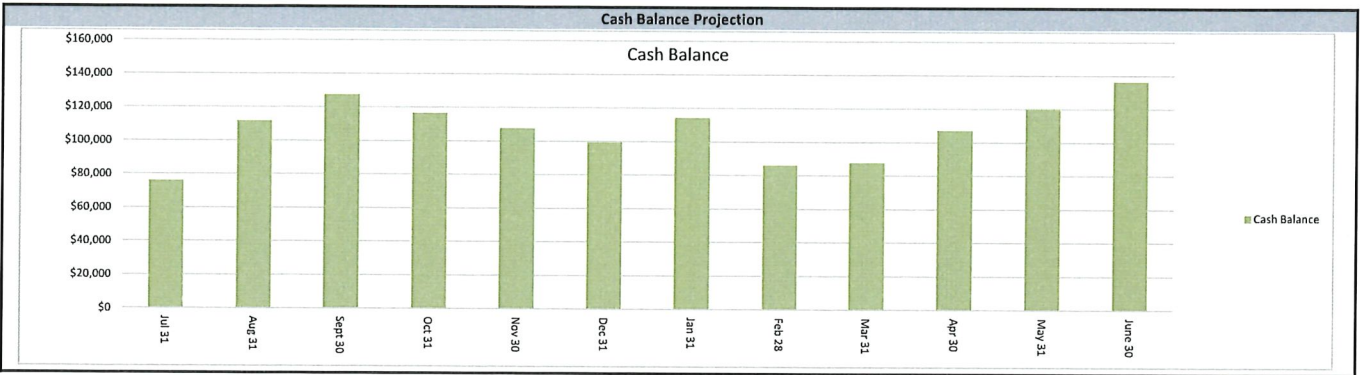
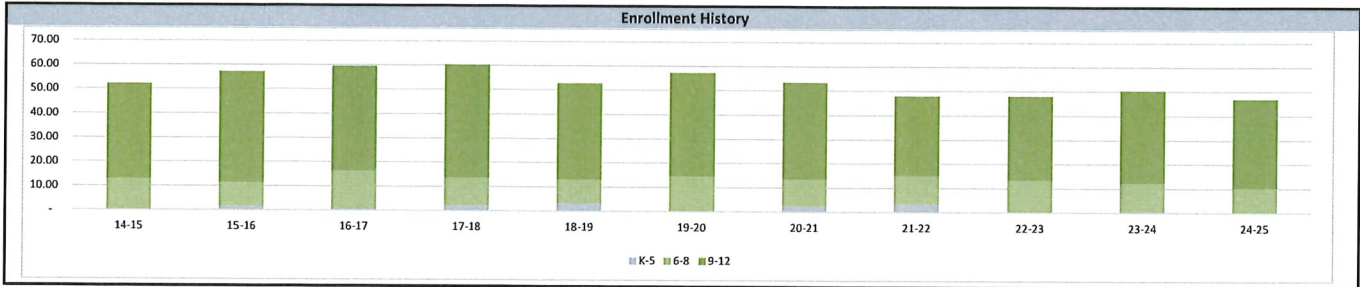
These financial statements are prepared in a modified format in that they exclude footnotes and required supplementary information to be considered a full set of financial statements. The excluded portions will be included in the fiscal year-end audited financial statements. These financial statements have not been compiled, reviewed or audited by a CPA.

Discovery Public School of Faribault
Faribault, MN
Financial Statements Dashboard
As of March 31, 2026



These financial statements are prepared in a modified format in that they exclude footnotes and required supplementary information to be considered a full set of financial statements. The excluded portions will be included in the fiscal year-end audited financial statements. These financial statements have not been compiled, reviewed or audited by a CPA.

Discovery Public School of Faribault
 Faribault, MN
 Financial Statements Dashboard
 As of March 31, 2026



These financial statements are prepared in a modified format in that they exclude footnotes and required supplementary information to be considered a full set of financial statements. The excluded portions will be included in the fiscal year-end audited financial statements. These financial statements have not been compiled, reviewed or audited by a CPA.

Discovery Public School of Faribault
Balance Sheet
As of March 31, 2026

	Balance June 30, 2025	Balance YTD
Assets		
Cash	\$ 83,790	87,878
Accounts Receivable	-	-
Due from Building Company	-	-
Prior Year State Aids Receivable	82,426	(15,623)
Current Year State Aids Receivable	-	67,747
Prior Year Federal Aids Receivable	30,024	-
Current Year Federal Receivable	-	-
Due from Federal Direct	-	8,102
Prepaid Expenses and Deposits	20,114	1,685
	<hr/>	<hr/>
Total Assets	\$ 216,355	\$ 149,789
Liabilities and Fund Balance		
Liabilities		
Salaries and Wages Payable	\$ 27,363	-
Salaries and Wages Summer Accrual	-	\$ 19,970
Due to Other Funds	-	-
Accounts Payable	10,215	4,057
Payroll Deductions and Contributions	29,297	(4,203)
Payroll Deduct & Contrib Summer Accrual	-	23,477
Unearned Revenues	-	-
Total Liabilities	<hr/> 66,875	<hr/> 43,301
Fund Balance		
Beginning Fund Balance	\$ 149,479	\$ 149,479
Change in Fund Balance	-	(42,991)
Total Fund Balance	<hr/> 149,479	<hr/> 106,488
	<hr/>	<hr/>
Total Liabilities and Fund Balance	\$ 216,355	\$ 149,789

These financial statements are prepared in a modified format in that they exclude footnotes and required supplementary information to be considered a full set of financial statements. The excluded portions will be included in the fiscal year-end audited financial statements. These financial statements have not been compiled, reviewed or audited by a CPA.

Discovery Public School of Faribault
Statement of Revenue and Expenditures
As of March 31, 2026

	FY26 Approved Budget 55 ADM	FY26 Working Budget 48 ADM	FY26 Year to Date Activity 48.58 ADM	% of Budget 75%
Total All Funds				
Revenues				
State Revenues	\$ 984,747	\$ 946,457	\$ 709,843	75%
Federal Revenues	58,394	42,094	16,590	39%
Local Revenues	13,750	17,000	10,743	63%
Food Service Revenue	25,731	25,390	12,578	50%
Community Service Revenue	-	-	-	0%
Total Revenues	\$ 1,082,622	\$ 1,030,942	\$ 749,754	73%
	<i>1,082,622</i>	<i>1,030,942</i>	<i>749,754</i>	
Expenditures				
Salaries and Benefits	\$ 558,926	\$ 527,034	\$ 379,572	72%
Purchased Services	178,069	196,445	155,040	79%
Supplies and Materials	13,470	19,311	17,278	89%
Equipment	5,929	4,000	3,616	90%
SpEd and Title Grants	281,595	311,696	209,993	67%
Dues and Memberships	8,323	7,996	8,391	105%
Transfer Out	1,286	0	-	0%
Food Service Revenue	25,731	24,121	18,855	78%
Community Service Revenue	-	-	-	0%
Total Expenditures	\$ 1,073,329	\$ 1,090,603	\$ 792,745	73%
	<i>1,073,329</i>	<i>1,090,603</i>	<i>792,745</i>	
Net effect of Operations, All Funds	\$ 9,293	\$ (59,661)	\$ (42,991)	
<i>Per Compliance Report</i>	<i>\$ 149,479</i>	<i>\$ 149,479</i>		
Beginning Fund Balance	\$ 149,479	\$ 149,479		
Ending Fund Balance	\$ 158,772	\$ 89,818		
Fund Balance % of Expenditures	14.8%	8.2%		

These financial statements are prepared in a modified format in that they exclude footnotes and required supplementary information to be considered a full set of financial statements. The excluded portions will be included in the fiscal year-end audited financial statements. These financial statements have not been compiled, reviewed or audited by a CPA.

Discovery Public School of Faribault
Statement of Revenue and Expenditures
As of March 31, 2026

FY26 Approved Budget 55 ADM	FY26 Working Budget 48 ADM	FY26 Year to Date Activity 48.58 ADM	% of Budget 75%
-----------------------------------	----------------------------------	--	-----------------------

General Fund - 01

Revenues

State Revenues

General Education Aid	\$ 668,981	\$ 595,138	\$ 439,829	74%
Land Endowment Aid	3,746	3,402	3,525	104%
Building Lease Aid	71,640	71,640	25,074	35%
Special Education Aid	220,380	266,374	157,302	59%
Literacy Incentive Aid	-	-	-	N/A
Library Support Aid	20,000	9,903	8,912	90%
Student Support Aid	-	-	7,454	0%
Hourly Unemployment	-	-	-	N/A
Prior Year Adjustments	-	-	-	N/A
State Holdback Receivable (estimate)	N/A	N/A	67,747	N/A
Total State Revenues	984,747	946,457	709,843	75%

Federal Revenues

Federal Special Ed, 419	\$ 14,753	\$ 7,515	\$ 4,021	54%
Federal Special Ed, 420	-	-	-	N/A
Federal Special Ed, 425	4,084	2,014	-	N/A
Federal Title I, 401	30,779	23,787	12,569	53%
Federal Title II, 414	-	-	-	N/A
Federal Title III, 417	-	-	-	N/A
Federal Title IV, 433	-	-	-	N/A
REAP Grant	8,778	8,778	-	0%
Total Federal Revenues	58,394	42,094	16,590	39%

Local Revenues

E-rate	\$ -	\$ -	\$ -	N/A
Medical Assistance	-	3,250	1,465	45%
Fees from Patrons	-	-	-	N/A
Rent	-	-	-	N/A
Interest Revenue	-	-	-	N/A
Contributions, Gifts and Grants	10,500	10,500	7,123	68%
Misc other receipts	3,250	3,250	2,155	66%
Total Local Revenues	13,750	17,000	10,743	63%

Total Revenues	\$ 1,056,891	\$ 1,005,551	\$ 737,175	73%
-----------------------	---------------------	---------------------	-------------------	------------

These financial statements are prepared in a modified format in that they exclude footnotes and required supplementary information to be considered a full set of financial statements. The excluded portions will be included in the fiscal year-end audited financial statements. These financial statements have not been compiled, reviewed or audited by a CPA.

Discovery Public School of Faribault
Statement of Revenue and Expenditures
As of March 31, 2026

FY26 Approved Budget 55 ADM	FY26 Working Budget 48 ADM	FY26 Year to Date Activity 48.58 ADM	% of Budget 75%
-----------------------------------	----------------------------------	--	-----------------------

Expenditures

Admin and Support Services (Pro 000 - 199)

100s	Salaries	\$ 126,760	\$ 117,435	\$ 90,570	77%
200s	Benefits	40,002	57,000	39,356	69%
	Summer Accrual	-	-	10,291	N/A
	Total Salaries and Benefits	166,762	174,435	140,218	80%
305,315	Contracted Services	60,616	73,500	53,348	73%
320	Communications Services	6,120	-	-	0%
329	Postage	298	150	234	156%
366	Staff Training & Travel	350	250	115	46%
401	Non-instructional Supplies	987	3,000	2,968	99%
405	Software	6,375	4,881	3,790	78%
455-465	Technology Supplies	250	530	545	103%
490	Food	265	250	373	149%
530	Furniture & Equipment	-	-	-	N/A
555	Technology Equipment	-	-	-	N/A
820	Dues and Memberships	8,323	7,996	7,996	100%
	Total Admin and Support Services	250,346	264,992	209,587	79%

Regular Instruction Services (Pro 200 - 299)

100s	Salaries	\$ 260,800	\$ 247,275	\$ 152,030	61%
200s	Benefits	90,238	94,713	56,496	60%
	Summer Accrual	-	-	21,931	N/A
	Total Salaries and Benefits	351,038	341,988	230,457	67%
401-433	Federal Title Programs	30,779	23,787	16,536	70%
300-399	Contracted Services	500	500	709	142%
366	Staff Training & Travel	-	-	-	N/A
401	Non-instructional Supplies	400	750	818	109%
406	Instructional Software License Agreements	750	600	450	75%
430	Instructional Supplies	1,000	1,000	569	57%
456-466	Instructional Technology	250	150	53	35%
460	Textbooks & Workbooks	-	-	-	N/A
530	Furniture & Equipment	-	-	-	N/A
820	Dues and Memberships	-	-	320	0%
	Total Regular Instruction Services	384,717	368,775	249,913	68%

Special Education Services (Pro 400 - 499)

100s	State SpEd - Salaries	\$ 133,520	\$ 146,568	\$ 88,433	60%
200s	State SpEd - Employee Benefits	20,682	31,076	14,535	47%
100s	Fed SpEd - Salaries	4,084	1,500	1,500	100%
	Summer Accrual	-	-	10,591	N/A
	Total Salaries and Benefits	158,286	179,144	115,060	64%
300-399	State SpEd - Contracted Services	74,186	101,650	72,225	71%
401-499	State SpEd - Supplies and Materials	3,591	1,100	947	86%
501-599	State SpEd - Capitalized Expenses	-	-	-	N/A
300-399	Fed SpEd - Contracted Services	14,753	6,015	176	3%
401-499	Fed SpEd - Supplies and Materials	-	-	5,050	0%
501-599	Fed SpEd - Capitalized Expenses	-	-	-	N/A
723	State SpEd - Transportation	-	-	-	N/A
728	State - Homeless Transportation	-	-	-	N/A
	Total Special Education Services	250,816	287,909	193,457	67%

These financial statements are prepared in a modified format in that they exclude footnotes and required supplementary information to be considered a full set of financial statements. The excluded portions will be included in the fiscal year-end audited financial statements. These financial statements have not been compiled, reviewed or audited by a CPA.

Discovery Public School of Faribault
Statement of Revenue and Expenditures
As of March 31, 2026

		FY26 Approved Budget 55 ADM	FY26 Working Budget 48 ADM	FY26 Year to Date Activity 48.58 ADM	% of Budget 75%
<i>Instructional Support Services (Pro 600 - 699)</i>					
100s	Salaries	\$ 3,000	\$ 3,000	\$ 3,000	100%
200s	Benefits	529	529	262	50%
	Summer Accrual	-	-	210	N/A
	Total Salaries and Benefites	3,529	3,529	3,472	98%
300-399	Contracted Services	597	2,750	3,246	118%
366	Staff Training & Travel	-	-	-	N/A
401-499	Supplies and Materials	250	5,500	5,698	104%
470	Media Books & Resources	500	1,000	931	93%
501-599	Capitalized Expenses	5,929	4,000	3,616	90%
820	Dues and Memberships	-	-	75	0%
	Total Instructional Support Services	10,805	16,779	17,037	102%
<i>Pupil Support Services (Pro 700 - 799)</i>					
100s	Salaries	\$ -	\$ -	\$ -	N/A
200s	Benefits	-	-	-	N/A
	Summer Accrual	-	-	-	N/A
	Total Salaries and Benefites	-	-	-	N/A
300-399	Contracted Services	500	1,750	1,450	83%
720	Transportation	1,194	-	-	0%
733	Field Trip Transportation	1,194	1,000	260	26%
401-499	Supplies and Materials	250	150	100	67%
501-599	Capitalized Expenses	-	-	-	N/A
	Total Pupil Support Services	3,138	2,900	1,810	62%
<i>Sites and Buildings (Pro 800 - 899)</i>					
100s	Salaries	\$ 32,527	\$ 6,127	\$ 4,340	71%
200s	Benefits	5,070	955	663	69%
	Summer Accrual	-	-	422	N/A
	Total Salaries and Benefites	37,597	7,082	5,425	77%
300-399	Contracted Services	775	9,120	5,964	65%
330	Utilities	14,000	14,000	11,667	83%
350	Repairs & Maintenance	500	2,000	2,451	123%
348-570	Building Lease	79,600	79,600	66,333	83%
401-499	Supplies and Materials	2,193	1,500	983	66%
520	Leasehold Improvements	-	-	-	N/A
530	Furniture & Equipment	-	-	-	N/A
	Total Sites and Buildings	134,665	113,302	92,823	82%
<i>Fiscal & Other Fixed Costs (Pro 900 - 999)</i>					
		11,825	11,825	9,263	78%
340	Property and Liability Insurance	11,825	11,825	9,263	78%
	Total Expenditures	\$ 1,046,312	\$ 1,066,482	\$ 773,890	73%
Net effect of Operations, General Fund		\$ 9,293	\$ (60,931)	\$ (36,715)	
	Transfer out to Food Service Fund	1,286	-	-	
<i>Per Compliance Report</i>		149,079	149,079		
Beginning Fund Balance		\$ 149,079	\$ 149,079		
Ending Fund Balance		158,372	88,148		
Fund Balance Percentage of Expenditures		14.8%	8.3%		

These financial statements are prepared in a modified format in that they exclude footnotes and required supplementary information to be considered a full set of financial statements. The excluded portions will be included in the fiscal year-end audited financial statements. These financial statements have not been compiled, reviewed or audited by a CPA.

Discovery Public School of Faribault
Statement of Revenue and Expenditures
As of March 31, 2026

FY26 Approved Budget 55 ADM	FY26 Working Budget 48 ADM	FY26 Year to Date Activity 48.58 ADM	% of Budget 75%
-----------------------------------	----------------------------------	--	-----------------------

Food Services Fund - 02

Revenues				
Breakfast	\$ 1,000	\$ 537	\$ 3,128	582%
Lunch and Milk	23,000	24,853	9,450	38%
Commodities	445	-	-	0%
Transfer In	1,286	-	-	0%
Total Revenues	\$ 25,731	\$ 25,390	\$ 12,578	50%
Expenditures				
Salaries	\$ -	\$ -	\$ -	N/A
Benefits	-	-	-	N/A
Summer Accrual	-	-	-	N/A
Total Salaries and Benefites	-	-	-	N/A
Contracted Services	-	-	-	N/A
Supplies and Materials/Memberships	25,731	24,121	18,855	78%
Capitalized Expenses	-	-	-	N/A
Total Expenditures	\$ 25,731	\$ 24,121	\$ 18,855	78%
Net effect of Operations, Food Service	\$ -	\$ 1,270	\$ (6,277)	
<i>Per Compliance Report</i>				
Beginning Fund Balance Food Service	\$ 400	\$ 400		
Ending Fund Balance Food Service	400	1,670		

These financial statements are prepared in a modified format in that they exclude footnotes and required supplementary information to be considered a full set of financial statements. The excluded portions will be included in the fiscal year-end audited financial statements. These financial statements have not been compiled, reviewed or audited by a CPA.

Discovery Public Schools of Faribault
Cash Flow Projection Summary
2025-26 Fiscal Year

Period Ending	Cash Inflows (Revenues)					Cash Outflows (Expenditures)			Beginning Balance	Total Outflows	Cash Balance
	State Aid Payments	Federal Aid Payments*	Other Receipts	Food Service	Prior Year Receivables	Salaries (Cash flow forecast at Net)**	Other Expenses***	Total Outflows			
Jul 31	62,392	-	909	-	9,530	24,893	55,683	80,576	83,790	76,044	
Aug 31	68,455	-	132	-	60,007	24,243	68,570	92,813	111,825	111,825	
Sept 30	81,038	-	-	-	36,348	31,042	70,698	101,740	127,471	127,471	
Oct 31	61,144	-	1,839	2,990	18,372	32,259	62,990	95,248	116,567	116,567	
Nov 30	82,046	-	1,759	-	-	32,818	59,773	92,591	107,781	107,781	
Dec 31	70,397	-	6,723	3,099	-	32,946	55,557	88,503	99,497	99,497	
Jan 31	79,882	12,569	-	-	14,055	30,978	60,705	91,683	114,321	114,321	
Feb 28	69,245	4,021	2,000	7,384	(17,180)	33,702	59,856	93,559	86,232	86,232	
Mar 31	71,958	10,979	2	2,041	-	31,808	51,526	83,334	87,878	87,878	
Apr 30	99,967	3,053	79	3,292	3,125	34,117	56,068	90,185	107,208	107,208	
May 31	99,967	-	79	3,292	-	34,117	56,068	90,185	120,361	120,361	
June 30	99,967	3,053	79	3,292	-	34,117	56,068	90,185	136,567	136,567	
Estimate	946,456	33,676	13,600	25,390	124,257	377,041	713,562	1,090,603			
Totals	946,456	33,676	13,600	25,390	124,257	377,041	713,562	1,090,603			

Assumptions 10% State Aid Holdback

This cash flow projection is to be used only to show that if we follow our budget for the year that we will not encounter cash flow issues and that we will be able to maintain normal operations. It is not meant to be used to accurately predict what expenditures will be incurred in the short-term. Due to the manner in which MDE regulates the funding, abrupt changes may occur in the amounts of the payments. However, the total amount of the state aids should be reasonable given a stable budget.

These financial statements are prepared in a modified format in that they exclude footnotes and required supplementary information to be considered a full set of financial statements. The excluded portions will be included in the fiscal year-end audited financial statements. These financial statements have not been compiled, reviewed or audited by a CPA.

DISCOVERY

Public School

of Faribault

Discovery Public School of Faribault
Faribault, Minnesota
District 4081

March - 2026
Supplemental Report

Discovery Public School of Faribault

Detail Payment Register by Vendor

Check Number: 0-2147483647 Payment Date: 03/01/2026-3/31/2026 Period: 202609-202609 Void Status: N

Code	Rcd	Vendor	Bank	Check No	Pmt/Void Date	Pmt Type		
1180	AFLAC	Remittance Processing Svcs 1932 Wymnton Road Columbus, GA 31999-0797						
		Firs				BP		
		B	01	215	009		\$35.80	
		Employees' Life Insurance - Mar 2026						
PO#:		Voucher #:	12345	Invoice	Invoice No: 265610	3/16/2026		
							Paid Amt: \$35.80	
							Check Amount: \$35.80	
							Vendor Total: \$35.80	
1412	AFLAC	Dental and Vision PO Box 746777 Atlanta, GA 30374-6777						
		Firs				Wire		
		B	01	215	009		\$62.54	
		Dental Insurance - March 2026						
PO#:		Voucher #:	12371	Invoice	Invoice No: 20260215025260	3/3/2026		
							Paid Amt: \$62.54	
							Check Amount: \$62.54	
							Vendor Total: \$62.54	
1392	Bill.com							
		Firs				Wire		
		E	01	005	112	000	\$64.53	
		Service charge 02/06/26 - 03/05/26						
PO#:		Voucher #:	12358	Invoice	Invoice No: 26035021014	3/23/2026		
							Paid Amt: \$64.53	
							Check Amount: \$64.53	
							Vendor Total: \$64.53	
1448	Brandon Katzung	4513 22nd Ave SW Owatonna, MN 55060						
		Firs				BP		
		E	01	300	211	000	\$20.14	
		Reimbursement - 3 ring binders						
PO#:		Voucher #:	12339	Invoice	Invoice No: 03.04.2026	3/16/2026		
							Paid Amt: \$20.14	
							Check Amount: \$20.14	
							Vendor Total: \$20.14	
1372	Creative Planning Business Services	5454 W. 110th St. Overland Park, KS 66211						
		Firs				BP		
		E	01	005	113	000	\$4,057.00	
		Financial management and account services -						
PO#:		Voucher #:	12335	Invoice	Invoice No: 1277516	3/16/2026		
							Paid Amt: \$4,057.00	
							Check Amount: \$4,057.00	
							Vendor Total: \$4,057.00	
1423	Divvy							
		Firs				Wire		
		E	01	005	720	000	\$16.47	
		03/06/26 Amazon - thermometer covers for off						
		E	01	300	260	500	\$37.98	
		02/27/26 Amazon - Tire tubes for engineering						
		E	01	300	260	500	\$59.98	
		02/27/26 Amazon - Shirts for engineering club						
		E	01	005	110	000	\$15.05	
		02/20/26 Amazon - cable for office computer						

Detail Payment Register by Vendor

Check Number: 0-2147483647 Payment Date: 03/01/2026-3/31/2026 Period: 202609-202609 Void Status: N

Code	Rcd	Vendor	Bank	Check No	Pmt/Void Date	Pmt Type	
1423		Divvy					
		Firs				Wire	
		E 01	005	105	000	490	02/19/26 Culligan Water - Water for students
							\$126.00
PO#:		Voucher #:	12363	Invoice	No: 03.16.2026	3/16/2026	
							Paid Amt: \$255.48
							Check Amount: \$255.48
							Vendor Total: \$255.48
1409		Filan Lawn Service LLC					
		Firs				BP	
		E 01	005	810	000	350	Snow removal - Feb 2026
							\$515.00
PO#:		Voucher #:	12340	Invoice	No: 11752	3/16/2026	
							Paid Amt: \$515.00
							Check Amount: \$515.00
							Vendor Total: \$515.00
1405		Hanover Insurance					
		Firs				BP	
		E 01	005	940	000	340	Commercial Insurance Policies (04/23/25 - 04/
							\$1,157.83
PO#:		Voucher #:	12338	Invoice	No: 02.26.2026	3/16/2026	
							Paid Amt: \$1,157.83
							Check Amount: \$1,157.83
							Vendor Total: \$1,157.83
1186		Hoa D. Nguyen					
		Firs				BP	
		E 01	005	850	000	348	570 April 2026 - lease
							\$6,633.33
		E 01	005	810	000	330	April 2026 - utilities
							\$1,166.67
PO#:		Voucher #:	12368	Invoice	No: 4/1/2026	3/30/2026	
							Paid Amt: \$7,800.00
							Check Amount: \$7,800.00
							Vendor Total: \$7,800.00
1249		Indigo Education					
		Firs				BP	
		E 01	300	640	000	316	820 Paraeducator online training annual subscrip
							\$75.00
PO#:		Voucher #:	12337	Invoice	No: 22217	3/16/2026	
							Paid Amt: \$75.00
							Check Amount: \$75.00
							Vendor Total: \$75.00
		Firs				BP	
		E 01	300	640	000	316	366 Training Para 101 course for Cierra Ingalls
							\$125.00
PO#:		Voucher #:	12336	Invoice	No: 22215	3/16/2026	
							Paid Amt: \$125.00
							Check Amount: \$125.00
							Vendor Total: \$200.00

Discovery Public School of Faribault

Detail Payment Register by Vendor

Check Number: 0-2147483647 Payment Date: 03/01/2026-3/31/2026 Period: 202609-202609 Void Status: N

Code	Rcd	Vendor	Bank	Check No	Pmt/Void Date	Pmt Type		
1143		IRS - WIRE TRANSFER						
		Firs						
	B	01	215	002		Wire		
					Federal Tax Withholding	\$1,113.82		
	B	01	215	005		Wire		
					FICA / Medicare	\$3,311.74		
PO#:		Voucher #:	12354	Invoice	No: S2026170	3/13/2026	Paid Amt: \$4,425.56	
							Check Amount: \$4,425.56	
		Firs						
	B	01	215	002		Wire		
					Federal Tax Withholding	\$1,061.84		
	B	01	215	005		Wire		
					FICA / Medicare	\$3,132.24		
PO#:		Voucher #:	12364	Invoice	No: S2026180	3/31/2026	Paid Amt: \$4,194.08	
							Check Amount: \$4,194.08	
		Firs						
1211		ISD#656 Faribault Public Schls			710 17th Street SW P.O. Box 618 Faribault, MN 55021-0618		Vendor Total: \$8,619.64	
		Firs						
	E	02	005	770	000	705	490	BP
								\$831.60
	E	02	005	770	000	701	490	
								\$2,220.45
PO#:		Voucher #:	12347	Invoice	No: 44113	3/16/2026	Paid Amt: \$3,052.05	
							Check Amount: \$3,052.05	
		Firs						Vendor Total: \$3,052.05
1197		Medica			NW 7958 P.O.Box 1450 Minneapolis, MN 55485-7958			
		Firs						
	B	01	215	010		Health Insurance - March 2026		Wire
							\$8,581.62	
PO#:		Voucher #:	12359	Invoice	No: 599495816472	3/23/2026	Paid Amt: \$8,581.62	
							Check Amount: \$8,581.62	
		Firs						Vendor Total: \$8,581.62
1234		Metro Sales, Inc.			Attn: Accounts Receivable 1620 East 78th Street Minneapolis, MN 55423-4637			
		Firs						
	E	01	005	112	000	000	305	BP
								\$2.70
PO#:		Voucher #:	12352	Invoice	No: INV3001673	3/16/2026	Paid Amt: \$2.70	
							Check Amount: \$2.70	
		Firs						Vendor Total: \$2.70
	E	01	005	112	000	000	305	BP
								\$2.70
PO#:		Voucher #:	12353	Invoice	No: INV3026756	3/16/2026	Paid Amt: \$2.70	
							Check Amount: \$2.70	
		Firs						Vendor Total: \$2.70
	E	01	005	605	000	000	560	BP
								\$270.00
								Contract base charge 03/19/26 - 06/18/26

Discovery Public School of Faribault

Detail Payment Register by Vendor

Check Number: 0-2147483647 Payment Date: 03/01/2026-3/31/2026 Period: 202609-202609 Void Status: N

Code	Rcd	Vendor	Bank	Check No	Pmt/Void Date	Pmt Type
1234		Metro Sales, Inc.				
		Attn: Accounts Receivable 1620 East 78th Street Minneapolis, MN 55423-4637				
		Firs				
		E 01 005 630 000 401			Usage charge 12/19/25 - 03/18/26	\$196.74
PO#:		12370 Invoice		INV3039214	3/30/2026	
						Paid Amt: \$466.74
						Check Amount: \$466.74
						Vendor Total: \$472.14
1007		MN DEPT OF REVENUE - WIRE TRSF				
		Firs				
		B 01 215 003			P.O. BOX 64439 ST. PAUL, MN 55164-0439	
PO#:		12355 Invoice		S2026170	3/13/2026	
						Paid Amt: \$746.92
						Check Amount: \$746.92
						Vendor Total: \$746.92
1397		Navigate Care Consulting				
		Firs				
		B 01 215 003			18314 Duluth St Farmington, MN 55024	
PO#:		12365 Invoice		S2026180	3/31/2026	
						Paid Amt: \$700.47
						Check Amount: \$700.47
						Vendor Total: \$1,447.39
1074		PUBLIC EMPLOYEES RETIREMENT AS				
		Firs				
		B 01 215 007			P.O. Box 4383 St. Paul, MN 55101-4383	
PO#:		12356 Invoice		S2026170	3/13/2026	
						Paid Amt: \$942.25
						Check Amount: \$942.25
						Vendor Total: \$942.25
1074		PUBLIC EMPLOYEES RETIREMENT AS				
		Firs				
		B 01 215 007			P.O. Box 4383 St. Paul, MN 55101-4383	
PO#:		12356 Invoice		S2026170	3/13/2026	
						Paid Amt: \$841.21
						Check Amount: \$841.21
						Vendor Total: \$1,783.46

Discovery Public School of Faribault

Detail Payment Register by Vendor

Check Number: 0-2147483647 Payment Date: 03/01/2026-3/31/2026 Period: 202609-202609 Void Status: N

Code	Rcd	Vendor	Bank	Check No	Pmt/Void Date	Pmt Type
1241		The McDowell Agency, Inc.			1101 North Snelling Avenue St. Paul, MN 55108	
		Firs				
		E 01 005 105 000 000 305			Background verification fees	BP
		Voucher #: 12342 Invoice			Invoice No: 167273	
					3/16/2026	
						\$139.70
						Paid Amt: \$139.70
						Check Amount: \$139.70
						Vendor Total: \$139.70
						Report Total: \$51,526.23

Discovery Public School of Faribault
Detail Payment Register by Vendor
Fund Summary

Fund Description	Total
01 General	\$48,474.18
02 Food Service	\$3,052.05
Report Total	\$51,526.23

Discovery Public School of Faribault

Receipt Listing Report with Detail by Deposit

Deposit Co	Bank	Batch	Rct No	Receipt Type	Receipt St	Receipt Date	Check No	Pmt Type	Grp Code	Customer	Inv No	Inv Date	Inv Type	Invoice Amount	Applied Amount	Unapplied Amount
2162	4081	FIRS	cr0326	2268	Credit	A	03/13/26	Check	1	IDEAS						
										FY26 School Trust Land End				1,823.74		0.00
										FY26 Gen Ed				23,153.56		0.00
										FY26 SPED				11,475.88		0.00
														\$36,453.18		\$0.00
														\$36,453.18		\$0.00
2163	4081	FIRS	cr0326	2269	Credit	A	03/04/26	Check	1	Misc.						
										FY26 REAP				10,979.00		0.00
														\$10,979.00		\$0.00
														\$10,979.00		\$0.00
2164	4081	FIRS	cr0326	2270	Credit	A	03/04/26	Check	1	Misc.						
										FY26 BILL refund - 1099 proi				1.99		0.00
														\$1.99		\$0.00
														\$1.99		\$0.00
2165	4081	FIRS	cr0326	2271	Credit	A	03/18/26	Check	1	CLICS						
										FY26 State SNP Lunch				34.00		0.00
										FY26 Fed Breakfast				726.18		0.00
										FY26 Reg Lunch				125.12		0.00
										FY26 Lunch Xcents				24.48		0.00
										FY26 Free/Reduced Lunch				1,131.52		0.00
														\$2,041.30		\$0.00
														\$2,041.30		\$0.00
2167	4081	FIRS	cr0326	2273	Credit	A	03/30/26	Check	1	IDEAS						
										FY26 SPED				35,504.55		0.00
														\$35,504.55		\$0.00
														\$35,504.55		\$0.00
														\$84,980.02		\$0.00

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

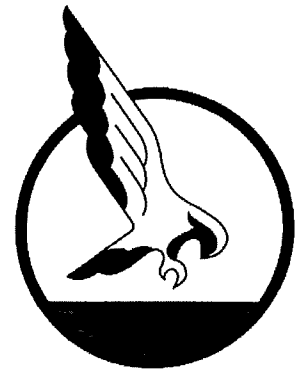
Fund	Total
01	\$82,938.72
02	\$2,041.30
Report Total	\$84,980.02

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		
9461	202608	02/28/2026	P	JE		Termed Ins	Move to 215 016	B	01	215	009				Dental Insurance	0.00	1,407.44		
							Health Terms	B	01	215	010				Health Insurance - Medica	0.00	273.49		
							Ins Terms	B	01	215	016				Vol Life - AFLAC/Col Life	1,079.86	0.00		
							Natole Term	E	01	005	107	000	000	220	Employee Insurances	80.27	0.00		
							Hanson, Pamela	E	01	300	216	000	401	220	Title I Insurance	127.90	0.00		
							Hanson, P Term	E	01	300	216	000	401	220	Title I Insurance	247.31	0.00		
							Luthe	E	01	300	270	000	000	220	Employee Insurances	71.22	0.00		
							Palmer	E	01	300	407	000	740	220	Employee Insurances	74.37	0.00		
<table border="1" style="float: right;"> <tr> <td style="width: 150px;"></td> <td style="text-align: right;">\$1,680.93</td> </tr> <tr> <td style="width: 150px;"></td> <td style="text-align: right;">\$1,680.93</td> </tr> </table>																	\$1,680.93		\$1,680.93
	\$1,680.93																		
	\$1,680.93																		

Sounding Board

A publication of Osprey Wilds Environmental Learning Center Charter School Division



Financial Oversight: Five Key Questions for Minnesota Charter School Boards to Answer at Every Meeting

November 2023

A charter school's board of directors is critical to the success of the school. According to statute, this group of volunteer public servants—which includes parents, teachers, and community members—are charged with the primary purpose of charter schools, which is “to improve all pupil learning and all student achievement.” (MN Stat. 124E.01) Put another way, the board of directors must ensure “that all students learn and that nothing illegal, unethical, or imprudent is allowed to exist in the school.” (*Charter School Board University*, Brian Carpenter)

That is no small task.

Central to that charge is the oversight of the charter school's finances. And because making money is never a core aspect of a charter school's mission, as it is for many businesses, the purpose of that financial oversight is—you guessed it—to ensure that all students learn and that nothing bad is happening at the school.

The focus of a board's financial oversight is three-fold:

- To ensure great outcomes for students.
- To ensure *sustainable* great outcomes for students.
- To meet ethical, moral, and legal obligations.

So, what does that look like? First, it means developing and approving a budget or financial plan that allocates resources to achieve great outcomes for students today and tomorrow, while using public resources responsibly. Then, it involves monitoring the school's financial activities against that budget or plan and making changes as necessary.

To do so, boards must review quality financial statements alongside student performance data and ask these five questions:

5 Key Questions to Guide Your Budget Monitoring

1. How does our actual enrollment compare to our budgeted enrollment? Are we being paid by the Minnesota Department of Education (MDE) based on the right enrollment level?

Student enrollment is the key driver of revenues for charter schools. This is why the board must monitor enrollment closely and consider what adjustments may be needed if actual enrollment differs meaningfully from budgeted enrollment. Enrollment below projections will no doubt mean less revenue for the school,

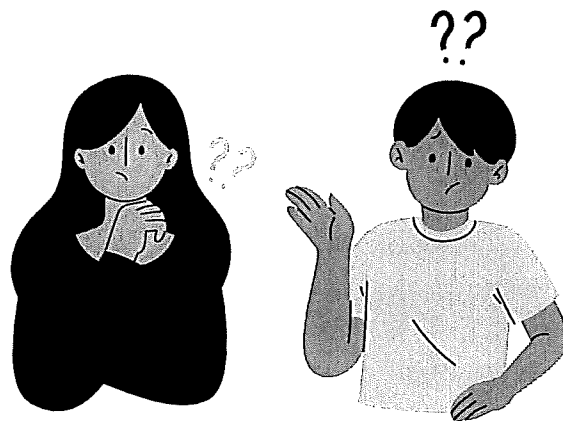
and the board will have to determine if expenditure reductions are necessary. If enrollment is above projections, the school will likely have more revenue than anticipated and will also need to spend more on things like books, computers, and perhaps staff. Also, because the school is paid based on enrollment levels reported by the school to MDE, it is critical that those reported numbers reflect actual enrollment. Otherwise, the school may be overpaid (which will lead to problems down the road), or underpaid (leading to cash flow challenges). Financial statements must include a clear enrollment report that outlines budgeted enrollment, actual enrollment, and enrollment reported to MDE (in both ADM and PU*).

2. Are our actual revenues and expenditures consistent with our budgeted amounts?

The board and school leadership develop an annual budget; the board reviews and approves it with the belief that this financial plan will effectively serve students and meet desired student outcomes. Therefore, the board and leadership must monitor whether what is actually happening is consistent with that plan. For example, if the plan is to spend \$50,000 on computers and textbooks, then, barring some intervening situation, the school should spend approximately \$50,000 on computers and textbooks during the school year. If the school is overspending in this area, that may lead to financial challenges; if the school is underspending, then students and teachers may not have the resources they need to achieve great student outcomes. To answer this question, the board must review a clear report that compares the budget to actual income/expenses, outlining the school's projected revenues and expenditures for the fiscal year as well as the actual year-to-date revenues and expenditures. If actual revenues or expenditures differ greatly from budgeted amounts, the board must seek to understand why and make adjustments as needed.

3. Do we have enough cash to cover expenses for the coming months?

As the saying goes, "cash is king." Charter schools cannot pay staff, buy materials, transport students, and pay rent and utilities—let alone make photocopies or feed students lunch—without cash. Cash is critical to the smooth operation of the school. As such, a charter school board must monitor how much cash the school has, to be sure the school can pay all the bills, not only this month and next month, but every month. Since Minnesota's approach to funding schools includes a 10% holdback, it is even more critical to understand the school's cash position. To answer this question, the board must review a 12-month cash flow projection. The board should seek to have at least 30 days cash at all times (if not 60 days); if projections indicate an amount below this, the board must consider whether a line of credit may be needed.



*Minnesota uses two ways to talk about enrollment, Average Daily Membership (ADM), which refers to the actual number of students enrolled at the school on average during, or Pupil Units (PUs), which refers to the *weighted* average enrollment of the school. ADM is important to know because it drives how many desks or books or computers are needed for students. PUs drive funding. Students are weighted as follows:

K-6: 1.0

7-12: 1.2

4. Are we achieving our desired student outcomes?

Charter schools, through a contract with their authorizer and their promise to students and families, have goals and outcomes they are working to achieve for all students. Since the core purpose of the charter school board is to ensure all students learn, the board must look at data and discuss the extent to which that is happening. Boards must first define student goals and outcomes (which must include performance expectations outlined in the charter contract) and work with school leadership to identify the data points they will review to gauge progress on those goals and outcomes. School leadership gathers and presents that data during board meetings and discusses with the board the school's progress in meeting these desired outcomes. Depending on the goals and progress, the board and school leadership determine how to best use financial resources, creating and updating budgets, or making other adjustments, as needed.

5. Is our school spending public funds appropriately and in compliance with relevant laws and regulations?

Public entities, such as charter schools, must spend public funds for a public purpose. Minnesota law defines public funds as "all funds, regardless of source or purpose, held or administered by a government entity, unless otherwise restricted." Any funds in the school's bank accounts or processed by the school are public funds. This includes state and federal dollars as well as grant funds or individual donations. An expenditure serves the public purpose if it benefits the community as a whole, is directly related to the functions of the school, and does not have as its primary objective the benefit of private interest. By reviewing monthly expenditure statements, boards (or finance committees) can answer this question and take appropriate action as needed.

For more on the "public purpose doctrine," see this [link](#).

It is the full board's responsibility to be able to answer these questions directly. The board cannot just pass off that responsibility to the school leader, business manager, financial service provider, or finance committee. Answering these questions at each board meeting need not be time consuming, particularly as the board becomes more comfortable doing so. Depending on the circumstances, discussion may be robust, particularly if a school's financial health is fragile. Arguably the most time should be spent answering the question related to student outcomes, and periodically, particularly as meaningful data related to student outcomes is available, the board can and should dedicate more time on the agenda to this question.

Conclusion

By explicitly including these questions on the agenda, ensuring data is available to the board in a timely manner to help answer these questions, and engaging in meaningful discussion as a board about appropriate courses of action based on the answers, the charter school board can make great strides towards achieving its primary purpose, to improve all pupil learning and all student achievement, while ensuring that nothing illegal, unethical, or imprudent is allowed to exist in the school.

Below the State of Minnesota discusses how public funds must be made for a public purpose and gives a definition of that.

I. MINNESOTA PUBLIC PURPOSE DOCTRINE

The public purpose doctrine is based on the Minnesota State Constitution, Art. X § 1. Pursuant to the doctrine, public entities may only spend public funds “[i]f the purpose is a public one for which tax money may be used, and there is authority to make the expenditure, and the use is genuine . . .”⁸ Thus, for an expenditure of a public entity to be proper, the public entity must first have the authority to make the expenditure.⁹ As explained in a Minnesota Attorney General Opinion, public funds cannot be expended, regardless of how desirable or commendable the purpose may be, unless there is statutory or charter authority to do so.¹⁰

Second, the expenditure must be made for a public purpose.¹¹ The courts have generally construed “public purpose” to mean “such an activity as will serve as a benefit to the community as a body and which, at the same time, is directly related to the functions of government.”¹² The benefit that the public receives from the expenditure of public funds cannot be merely incidental.¹³ According to the Minnesota Attorney General, any benefit which results from an employee social function is too remote and speculative in nature to justify the expenditure as being for a public purpose.¹⁴

Furthermore, the public purpose requirement applies to funds of governmental entities derived not only from taxation, but from other sources as well.¹⁵

Minnesota law also states that “[a]ll officers and agencies of . . . cities . . . shall make and preserve all records necessary to a full and accurate knowledge of their official activities.”¹⁶ The chief administrative officer is responsible for the preservation of the records, which include written or printed books, papers, letters, contracts, documents, computer-based data, and other records made or received pursuant to law or in connection with the transaction of public business.¹⁷ Therefore, a city must maintain documentation to establish that all city expenditures served a public purpose.

⁸ *Tousley v. Leach*, 180 Minn. 293, 296, 230 N.W. 788, 789 (1930).

⁹ *Id.*

¹⁰ Op. Att’y Gen. 59a-22 (December 4, 1934).

¹¹ *Visina v. Freeman*, 252 Minn. 177, 184, 89 N.W.2d 635, 643 (1958).

¹² *Id.*

¹³ *See Burns v. Essling*, 156 Minn. 171, 174, 194 N.W. 404 (1923).

¹⁴ Op. Att’y Gen. 59a-22 (November 23, 1966).

¹⁵ Op. Att’y Gen. 107-a-3 (January 22, 1980) (expenditures from a hospital which had been self-sufficient for several years were still required to satisfy a public purpose because the hospital had been established with public funds).

¹⁶ Minn. Stat. § 15.17, subd. 1 (2000).

DPS Summary of Financial Performance

Download the entire Financial Performance Evaluation Framework for more information about how each indicator is calculated and the criteria for each rating. [Osprey Wilds Approved Authorizing Plan \(AAP\) \(Attachment 26\)](#)

Financial Statements – Three-year Summary

Balance Sheet	2023	2024	2025
Cash	\$68,359	\$119,172	\$63,790
Current Assets	\$274,220	\$272,319	\$218,992
Non-Current Assets	\$12,440	\$158,141	\$82,143
Total Assets	\$286,660	\$430,460	\$301,135
Current Liabilities	\$53,551	\$59,000	\$69,511
Non-Current Liabilities	\$3,741	\$154,858	\$79,442
Total Liabilities	\$57,292	\$213,858	\$148,953
Net Assets	\$229,369	\$216,602	\$152,182
Income Statement (All Funds)			
Total Revenue	\$924,359	\$1,019,199	\$978,237
Total Expenditures	\$953,064	\$1,242,451	\$1,042,075
Debt Proceeds & Capital Leases	\$0	\$215,902	\$0
Surplus (Deficit)	-\$28,705	-\$7,350	-\$63,838
Total Fund Balance	\$220,669	\$213,319	\$149,481
Total Unrestricted General Fund Balance	\$201,801	\$160,956	\$149,481
Enrollment Information – Pupil Units (P.U.)			
Budgeted Enrollment	62.22	62.40	61.00
Actual Enrollment	57.55	60.42	55.66
Maximum Total Enrollment (number of students) Per section 6.5(a) of the charter contract	69.00	69.00	69.00

Financial Performance Evaluation – Summary

Management Indicators	2023	2024	2025
Enrollment Variance	92.50%	96.80%	91.20%
Financial Audit includes no significant deficiencies or materials weaknesses	Yes	Yes	Yes
Financial Audit includes no legal compliance findings	Yes	Yes	Yes
Financial Audit submitted to OW by December 31	Yes	Yes	Yes
Near-Term Indicators			
Current Ratio	5.12	4.62	3.15
Days Cash on Hand	38	46	46
Sustainability Indicators			
Fund Balance Percentage	23.50%	17.50%	14.60%
Total Margin/Aggregated 3-Year Total Margin	-3.1%/3.1%	-0.7%/-1.3%	-6.5%/-3.4%
Debt to Asset Ratio	0.20	0.50	0.49

Meets Standard: Enrollment Variance exceeds 95%

Meets Standard: Current Ratio is greater than or equal to 1.1, or Current Ratio is between 1.0 and 1.1 and one-year trend is positive (current year ratio is higher than last year's).

Meets Standard: Average days cash is 60 or higher; or Average days cash is between 30 and 60 days and one-year trend is positive.

Meets Standard: Fund Balance Percentage is greater than or equal to 20.0%.

Meets Standard: Aggregated Three-Year Total Margin is positive and the most recent year Total Margin is positive; or Aggregated Three-Year Total Margin is greater than -1.5%, the trend is positive for the last two years, and the most recent year Total Margin is positive; or Aggregated Three-Year Total Margin is greater than -1.5%, the fund balance Meets Standard, and the school has executed a planned spending of its fund balance to invest in program needs.

Meets Standard: Debt to Asset Ratio is less than or equal to 0.9

School Name
FYXX Financial Performance Evaluation
Contract term: July 1, 20xx-June 30, 20xx

Overview

The Financial Performance Evaluation is conducted to determine whether the school is compliant with legal requirements, the charter contract, and generally accepted principles of financial oversight and management, as well as to assess the financial health and viability of the school. This framework was derived through a review of model authorizer practices, charter school lender guidance, and expertise in the field. In completing the evaluation, Osprey Wilds has reviewed the school's financial audit, board meeting minutes, monthly financials, school policies, state reports, and other relevant documents. Unless otherwise noted, calculations are based on the school's most recent audited financial statements. In addition, the evaluation may incorporate information learned through site visits, attendance at board meetings, and interviews or discussions with key individuals at the school including the director, board chair, treasurer, and financial service provider. No one measure identifies the full picture of a school's financial situation. The measures are to be used together to indicate the total financial picture of the school.

Financial Performance Indicators

The Financial Performance Framework includes three indicators, or general categories, used to evaluate a school's financial performance.

1. Financial Management

This portion of the evaluation focuses on the school's performance relative to required financial management. Quality management and oversight of financials is a critical indicator of financial health. Schools that fail to meet the standards are not implementing best practices or those required by law or the charter contract and may be at greater risk for financial challenges in the present or future. This indicator includes the following measures: **Budgeting, Enrollment Variance, Financial Policies and Practices, Financial Reporting, and Financial Audit.**

2. Near-Term Financial Health

This portion of the evaluation tests a school's near term financial health and is designed to depict the school's financial position and viability in the coming year. Schools that fail to meet the standards may currently be experiencing financial difficulties and/or have a higher likelihood for financial hardship. These schools may require additional review and/or corrective action by Osprey Wilds. This indicator includes the following measures: **Current Ratio and Days Cash on Hand.**

3. Financial Sustainability

This portion of the evaluation includes longer-term financial sustainability measures and is designed to depict the school's financial position and viability over time. Schools that fail to meet the standards are more likely to face financial hardship in the future. This indicator includes the following measures: **Fund Balance Percentage, Total Margin and Aggregated Three-Year Total Margin, and Debt to Asset Ratio.**

Summary Discussion

Summary of Financial Performance

Financial Statements - Three-year Summary			
	20XX	20XX	20XX
Balance Sheet			
Cash			
Current Assets			
Non-Current Assets			
Total Assets			
Current Liabilities			
Non-Current Liabilities			
Total Liabilities			
Net Assets			
Income Statement (All Funds)			
Total Revenue			
Total Expenditures			
Debt Proceeds & Capital Leases			
Surplus (Deficit)			
Total Fund Balance			
Total Unrestricted General Fund Balance			
Enrollment Information - Pupil Units (P.U.)			
Budgeted Enrollment			
Actual Enrollment			
Maximum Total Enrollment (number of students) <i>Per section 6.5(a) of the charter contract</i>			

Financial Performance Evaluation - Summary			
Management Indicators	20XX	20XX	20XX
Budgeting			
Enrollment Variance			
Financial Policies and Practices			
Financial Reporting			
Financial Audit			
Near-Term Indicators			
Current Ratio			
Days Cash on Hand			
Sustainability Indicators			
Fund Balance Percentage			
Total Margin/Aggregated 3-Year Total Margin			
Debt to Asset Ratio			

Financial Performance Indicator 1: Financial Management

1.1 Budgeting: Does the school effectively establish and monitor budgets?

Meets Standard

The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to budgets.

- Board meeting minutes and/or audit notes document approval of fiscal year budget on or prior to the June 30 statutory deadline (MN Stat. §123B.77 Subd. 4).
- The board approves mid-year budget updates as necessary;
- At least monthly, the board reviews and approves quality financial statements in accordance with Section 6.9(a) of the charter contract, which include the following reports: budgeted and actual revenue and expenses by year-to-date percentages, disbursements and deposits, and student enrollment report with enrollment expressed in terms of funding mechanisms (e.g. Pupil Units);
- At least quarterly (for quarters ending 9/30, 12/31, 3/31, and 6/30), the board reviews and approves quality financial statements in accordance with Section 6.9(a) of the charter contract, which include the following reports: a balance sheet, income statement that includes revenues and expenses by UFARS programs (in accordance with Exhibit R of the contract), up-to-date cash flow projections, and fiscal year-end fund balance projections.
- Revenue and expenditure budget variances are within 5% of the board approved budget as of February 1.

The variance compares actuals to projected revenues and expenditures based on the school's approved budget as of February 1* for all fund areas.

*The intention is to compare year-end actuals to the approved budget in place on February 1. In lieu of that OW will compare to the most recent revised budget that is available. Please ensure Osprey Wilds has the school's most recent board-approved budget as of February 1 of each fiscal year. OW will not use working budgets for this calculation, only a board-approved budget.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Calculation

$$\text{Revenue Variance} = (\text{Actual Revenue} - \text{Projected Revenue}) \div \text{Projected Revenue}$$
$$= (\$ \quad - \$ \quad) \div \$$$

$$\text{Expenditure Variance} = (\text{Actual Expenditures} - \text{Projected Expenditures}) \div \text{Projected Expenditures}$$
$$= (\$ \quad - \$ \quad) \div \$$$

Analysis

1.2 Enrollment Variance: Does the school accurately project enrollment?

The enrollment variance analysis will indicate whether the school is on target with enrollment projections from approved budgets and compares actuals to projected enrollment based on the school's originally approved budget. A school that fails to meet its enrollment targets may not be

able to meet its budgeted expenses, and a poor enrollment variance is an important indicator of potential financial issues. Enrollment variance is used to evaluate a charter school's financial health as well as board and management capacity to forecast. Thus, while enrollment variance is a primary measure of financial health, it can also be seen as a secondary measure for organizational aptitude. Enrollment Variance is based on Per Pupil Units (PPU) as this is the primary driver of funding.

Calculation

Enrollment Variance = Actual Enrollment divided by Projected Enrollment
= ÷

Meets Standard:

Enrollment Variance exceeds 95%.

Does Not Meet Standard:

Enrollment Variance is between 85% and 95%.

Falls Far Below Standard:

Enrollment Variance is less than 85%.

Analysis

1.3 Financial Policies and Practices: *Does the school implement appropriate financial policies and practices?*

Meets Standard

The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to financial policies and practices, including but not limited to:

- Procurement Policy (MN Stat. §124E.26)
- Fund Balance Policy (OW Contract, Exhibit P)
- Credit Card Policy (OW Contract, Exhibit P)
- Conflict of Interest Policy (MN Stat. §124E.14)
- Electronic Funds Transfer Policy (MN Stat. §471.38)
- Contributions and Fundraising Policy (OW Contract Section 6.13)
- Group Health Insurance Policy (required if the school provides group health insurance coverage) (MN Stat. §124E.12, Subd. 5(b))
- Assessing Student Fees Policy (required if the school charges fees for textbooks, workbooks, and library books) (MN Stat. §123B.37)
- School Meals Policy (required if the school participates in the National School Lunch Program) (MN Stat. §124D.111 Subd. 1(a))
- The school has no audit findings related to appropriate use of public funds.*
- Evidence suggests the school has sufficient internal controls to prevent fraud, waste, and abuse.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

*Public entities, such as charter schools, must spend public funds for a public purpose. Minnesota law defines public funds as "all funds, regardless of source or purpose, held or administered by a government entity, unless otherwise restricted." (MN Stat. §118A.01 Subd. 4) Any funds in the school's bank accounts or processed by the school are public

funds. This includes state and federal dollars as well as grant funds or individual donations. An expenditure serves the public purpose (and is an appropriate use of public funds) if it benefits the community as a whole, is directly related to the functions of the school, and does not have as its primary objective the benefit of private interest.

Analysis

1.4 Financial Reporting: *Did the school complete timely and accurate financial reporting?*

Meets Standard

The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to financial reporting.

- Financial audit, including required supplemental information, is submitted to Osprey Wilds and MDE no later than the December 31 statutory deadline (MN Stat. §124E.16 Subd. 1(b)).
- Preliminary and final UFARS data are submitted on-time (September 15 and November 30 respectively).
- The school annually submits timely and accurate Average Daily Membership (ADM) estimates to MDE via ADM Web Estimates (ADMWE).
- CSP grant reports, SOD plans and reports and/or other required financial reports are submitted to MDE in a timely and accurate fashion.
- The school maintains an 80% on-time rate for financial reporting to Osprey Wilds via Aerie.*

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

*This includes the following tasks: Annual Budget, Financial Audit, IRS Form 990, Monthly Financial Statements, and Quarterly Financial Statements.

Analysis

1.5 Financial Audit: *Did the school receive an unqualified/unmodified audit opinion absent any significant deficiencies or material weaknesses?*

Meets Standard

The school materially complies with applicable laws, rules, regulations and provisions of the charter contract relating to the annual financial audit.

- The most recent financial audit includes no significant deficiencies or material weaknesses.
- The most recent financial audit included an unqualified/unmodified opinion.
- Any previous year audit findings have not been repeated in most recent audit.
- Appropriate corrective action plan is in place to ensure any finding is not repeated in the next fiscal year.
- The audit report did not include a going concern disclosure in the notes or an explanatory paragraph within the audit report.

Does Not Meet Standard

The school failed to implement the program in the manner described above; the failure(s) were material and significant to the viability of the school.

Analysis

Financial Performance Indicator 2: Near-Term Financial Health

2.1 Current Ratio: *Does the school have enough current assets to pay off its current liabilities?*

The current ratio measures a school's ability to pay its obligations over the next 12 months. A current ratio of greater than 1.0 indicates that the school's current assets exceed its current liabilities, thus indicating ability to meet current obligations. A ratio of less than 1.0 indicates that the school does not have sufficient current assets to cover the current liabilities and is not in a satisfactory position to meet its financial obligations over the next 12 months.

Calculation

Current Ratio = Current Assets divided by Current Liabilities

$$= \$ \quad \div \quad \$$$

Meets Standard

Current Ratio is greater than or equal to 1.1, or Current Ratio is between 1.0 and 1.1 and one-year trend is positive (current year ratio is higher than last year's).

Does Not Meet Standard

Current Ratio is between 0.9 and 1.0 or equals 1.0, or Current Ratio is between 1.0 and 1.1 and one-year trend is negative.

Falls Far Below Standard

Current Ratio is less than or equal to 0.9.

Analysis

2.2 Days Cash on Hand: *Does the school have sufficient cash on hand to fund operations?*

The days cash measure calculates the extent to which a school has sufficient cash to meet its cash obligations. Depreciation expense is removed from the total expenses because it is not a cash expense. This critical measure takes on additional importance given the timing of school payments in Minnesota. For this measure, target levels may be adjusted based on the holdback percentage to ensure reasonable expectations, while still evaluating a school for cash levels necessary for financial health. Measures below are based on the holdback rate of 10%.

December 31 data is also included to provide a fuller picture of the school's cash position throughout the year and is averaged with June 30. In addition, any short-term borrowing done by the school to manage cash flow will be documented here, though it will not figure into calculations. Short-term borrowing will also be evident in the Current Ratio.

Calculation

Days Cash = Cash divided by [(Total Expenses – Depreciation Expense)/365]

Previous fiscal year end (June 30):

$$\text{days} = \$ \quad \div \quad [(\$ \quad - \$ \quad) \div 365]$$

December 31 of previous fiscal year:
days = \$ ÷ [(\$ - \$) ÷ 365]

days = Average days cash

Meets Standard:

- Average days cash is 60 or higher; or
- Average days cash is between 30 and 60 days and one-year trend is positive.

Does Not Meet Standard:

- Average days cash is between 15 and 30 days; or
- Average days cash is between 30 and 60 days and one-year trend is negative.

Falls Far Below Standard:

- Average days cash is less than 15 days cash.

Analysis

Financial Performance Indicator 3: Financial Sustainability

3.1 Fund Balance Percentage: *Does the school have sufficient reserves on hand to serve as a cushion for unexpected situations or to help fuel growth or investment in new programs?*

The fund balance percentage measures the equity a school has built up in its general fund. Using the Fund Balance in the General Fund, this calculation indicates the percentage of available funds that the school has in reserve in relation to its Total General Fund Annual Expenditures.

Calculation

Fund Balance Percentage = General Fund Balance divided by Total General Fund Annual Expenditure

$$\% = \$ \quad \div \quad \$$$

Meets Standard:

Fund Balance Percentage is greater than or equal to 20.0%.

Does Not Meet Standard:

Fund Balance Percentage is between 10.0-19.9%.

Falls Far Below Standard:

Fund Balance Percentage is less than 9.9%.

Analysis

3.2 Total Margin and Aggregated Three-Year Total Margin: *Does the school operate with an annual surplus or has the school needed to deplete its fund balance to operate?*

The total margin measures whether a school added to its fund balance in a current year (positive total margin) or if the school depleted the fund balance in the current year (negative total margin).

The aggregated three-year total margin is helpful for measuring the long-term financial stability of the school by smoothing the impact of single-year fluctuations on the single-year total margin indicator. The performance of the school in the most recent year, however, is indicative of the sustainability of the school. It is expected that the school has a positive total margin in the most recent year, however in some instances, a school with a larger fund balance may have a planned spend down as part of a strategy to invest in some aspect of its program. Such instances will be noted in the analysis.

Calculation

Total Margin = Most recent year Surplus (or Deficit) divided by Total Revenue
= \$ ÷ \$

Aggregated Three-Year Total Margin = Total Three-Year Surplus (or Deficit) divided by Total Three-Year Revenue
= \$ ÷ \$

Meets Standard:

- Aggregated Three-Year Total Margin is positive and the most recent year Total Margin is positive; or
- Aggregated Three-Year Total Margin is greater than -1.5%, the trend is positive for the last two years, and the most recent year Total Margin is positive; or
- Aggregated Three-Year Total Margin is greater than -1.5%, the fund balance Meets Standard, and the school has executed a planned spending of its fund balance to invest in program needs.

Does Not Meet Standard:

- Aggregated Three-Year Total Margin is greater than -1.5%, but trend does not Meet Standard.

Falls Far Below Standard:

- Aggregated Three-Year Total Margin is less than or equal to -1.5%; or
- The most recent year Total Margin is less than -10.0%.

Analysis

3.3 Debt to Asset Ratio: Does the school have sufficient resources to manage its debt?

The debt to asset ratio compares the school’s liabilities to its assets. Simply put, the ratio demonstrates what a school owes against what it owns. A lower debt to asset ratio generally indicates stronger financial health. Charter schools in Minnesota generally do not own buildings; therefore the assets are not recorded in the books of the school. However, beginning in FY23, lease accounting standards changed and charter schools are now required to recognize a lease liability and a corresponding intangible asset representing its “right to use” the asset. As a result, a school’s financial statements can be materially impacted by this change in accounting methodology. The target levels are therefore set to reflect this impact.

In cases where a school has an affiliated building company, this measure does not take into account the building company’s assets or liabilities. These calculations do not include any pension-related assets or liabilities (i.e. Teachers Retirement Association (TRA) and Public Employees Retirement Association (PERA)) because these inclusions to audited financial statements do not bear on a school’s financial viability or trends.

Calculation

Debt to Asset Ratio = Total Liabilities divided by Total Assets

$$= \$ \quad \div \quad \$$$

Meets Standard:

- Debt to Asset Ratio is less than or equal to 0.9

Does Not Meet Standard:

- Debt to Asset Ratio is greater than 0.9 but less than or equal to 1.0.

Falls Far Below Standard:

- Debt to Asset Ratio is greater than 1.0.

Analysis

CHARTER SCHOOL DISTRICT NO. 4081

SCHOOL DISTRICT BALLOT

GENERAL ELECTION April 17, 2026, through May 21, 2026

Each School Board position is for a period of three years. **We currently have 2 open seats!!**
Incumbents may be re-elected, or you can write a nomination in one of the blanks. For more information about candidates, please contact the Discovery Public School Office at 507-331-5423 or refer to *Minnesota Statute 124E.07*.

Please put an (X) in the square opposite the name of each candidate you wish to vote for or write in your own nomination.

**BALLOTS ARE DUE BACK TO THE SCHOOL OFFICE NO LATER THAN
3:30 p.m. on Thursday, May 21, 2026, 2026**

Cody Hanson; Teacher (Incumbent)

_____ (Write In)

Brandon Katzung Hokanson (Teacher)

April Garza (Parent)

_____ (Write In)

OFFICIAL BALLOT

May 21, 2026

Ballots due back to Discovery Public School
in the school office

on or before

May 21, 2026

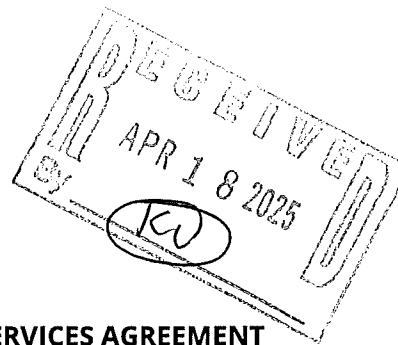
@ 3:30 pm

Judge

Judge

Teacher Salaries 2026 – 2027 (V1)

Name	Position	Returning	2025-2026	2026-2027
Dan Weisser	Director	Yes	\$68,000	\$68,000
Sharon Hansen	Math Teacher/ Instructional Leader	Yes	\$60,000	\$45,000 (6 hour day) ??
Cody Hanson	Health / PE Teacher	Yes	\$49,500	\$50,500
Rachael Ingalls	SPED Teacher	Yes	\$64,000	\$65,000
Brandon Katzung-Hokhanson	Social Studies Teacher	Yes	\$42,000	\$43,000
Garret Bitker	Science Teacher	Yes	\$56,000	\$57,000
Sara Caron	English Teacher	Yes	\$41,500	\$31,500 (6 hour day) ??
Brooke Rindahl	Office Manager	Yes	\$22 / hr	\$22.50 / hr
Yvonne Ackmann	Para	Yes	\$21 / hr	\$ 21.50 / hr
Sonia Flores	Para	Yes	\$23 / hr	\$ 23.50 / hr
Cierra Ingalls	Para	???	\$17.50 / hr	\$18 / hr
Madison Vanerp	Para (Student Teaching in Fall - can't be paid during that time)	Yes	\$19.75 / hr	\$20.25 / hr



**DIRECTOR OF SPECIAL EDUCATION PROFESSIONAL SERVICES AGREEMENT
BETWEEN INDIGO EDUCATION AND DISCOVERY PUBLIC SCHOOL OF FARIBAULT
FY26**

This Professional Services Agreement (the "Agreement") is made this April 10, 2025, by and between Innovative Special Education Services, d/b/a INDIGO Education, a Minnesota nonprofit corporation, located at 2550 University Ave W Suite 200N, St Paul, MN 55114 ("INDIGO Education"), and Discover Public School of Faribault located at 126 8th St NW, Faribault, MN 55021 (the "School"). INDIGO Education and the School shall be referred to collectively herein as the "Parties."

In consideration of the promises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

1. GENERAL AGREEMENT AND TERM

A. INDIGO Education agrees to furnish the Director of Special Education professional services to the School for direct and/or indirect time, commencing on July 1, 2025, and expiring on June 30, 2026 (the "Agreement Term") unless terminated earlier in accordance with the provisions of this Agreement. The Parties may mutually renew the Agreement at the end of the Agreement Term, but neither Party shall be obligated to do so.

B. Non-discrimination. INDIGO Education is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, familial status, disability, public assistance status, veteran status, sexual orientation, gender identity, or any other status protected by law. INDIGO Education is committed to transacting business only with firms that follow these practices. INDIGO Education will apply every good faith effort to ensure implementation of this policy in their practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. By accepting this Contract, the School certifies that it complies with all applicable federal and state laws and policies related to non-discrimination, equal employment opportunity, and affirmative action.

2. SERVICES TO BE PROVIDED

A. INDIGO Education will perform the duties and assume the role of the School's Director of Special Education (the "Director") for the duration of the Agreement Term. INDIGO Education shall appoint a person/persons to serve as the Director/Director Team who will be responsible for the duties broadly outlined in the position description (the "Services"), attached as Exhibit A hereto and incorporated herein. The Parties may mutually amend the scope of the Services by supplemental writings signed by both Parties.

B. In addition, INDIGO Education shall appoint a person/persons to support the Director who, at the direction of the Director, will be responsible for the provision of Services.

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. If during the Agreement Term, the School's needs as related to its Director and their support exceed the services identified in

Exhibit A; upon written request of the School, INDIGO Education will use its reasonable commercial efforts to provide for increased staffing. However, INDIGO Education is not obligated to find nor does it guarantee the availability of additional staff. Upon the Parties' mutual agreement to modify the scope of Services and/or staffing, the Parties will amend the Agreement, including the compensation schedule, in supplemental writings signed by both Parties.

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. The group will meet for the purpose of working to fulfill the School's obligation to meet all Statement of Assurances requirements. According to the Statement of Assurances, Minnesota education agencies applying for state and federal funds under the Individuals with Disabilities Education Act (IDEA), Public Law 108-466, must annually complete and adhere to the Application for Special Education Funds – Statement of Assurances (ED-01350).

F. The School and its business manager will provide 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 full access to data collection systems created by the Minnesota Department of Education (Special Education Data Reporting Application (SEDRA) and Minnesota Education Grant System (MEGS)). DW Initial Here for Acknowledgement of this request.

3. BACKGROUND INVESTIGATIONS

INDIGO Education shall conduct criminal background investigations on all of its employees who are to perform the Services who may come into contact with the School's students before 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 School's responsibility 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. The School warrants and represents that it and its officers, directors, employees, contractors, and agents will at all times comply with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, including without limitation those relating to the confidentiality of student educational data.

5. PAYMENT FOR SERVICES

The School shall compensate INDIGO Education for providing the Services as outlined in the compensation schedule, attached as Exhibit B and incorporated herein. Unless otherwise indicated on an invoice or set forth in Exhibit B, the School shall make all payments within 30 days of an invoice. Late payments are subject to late payment fees.

6. PROFESSIONAL CREDENTIALS AND MANDATED REPORTER

A. The Director and all associated INDIGO Education service providers will maintain appropriate Minnesota licensure according to their role.

B. The Parties acknowledge and agree that the Director and all associated service providers are mandated reporters pursuant to Minnesota Statute § 260E.06

7. INDEPENDENT CONTRACTOR

A. INDIGO Education is an independent contractor of the School, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between INDIGO Education and the School for any purpose. Neither party has authority (and will not hold itself out as having authority) to bind the other party, neither party will make any agreements or representations on the other party's behalf without the other party's prior written consent. INDIGO Education shall select the means, method, location, and manner of performing the Services.

B. INDIGO Education shall secure at its own expense all personnel required to perform the Services. INDIGO Education's personnel, while engaged in the performance of the Services under this Agreement, will have no contractual relationship with the School and shall not be considered an employee(s) of the School.

C. INDIGO Education shall not be responsible for any claims that arise out of the employment or alleged employment under the Minnesota Unemployment Insurance Law or the Workers' Compensation Act of the State of Minnesota on behalf of any school personnel, including, without limitation, claims of discrimination against the School, its officers, agents or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from INDIGO Education, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

8. INDEMNIFICATION

A. To the fullest extent permitted by law, the School agrees to defend, indemnify, and hold harmless INDIGO Education, its officials, officers, directors, agents, volunteers, and employees, and its and their respective successors and assigns from any liability, claims, causes of action, judgments, damages, losses, costs, or expense (collectively, "Losses") of whatever kind (including reasonable attorney's fees resulting directly or indirectly from any act or omission of the School, anyone directly or indirectly employed by the School, or anyone for whose acts or omissions, or both, the School may be liable in the delivery of education services, or any combination thereof, and against all Losses because of the failure of the School or its employees to adhere to any applicable state and federal law or any obligation under this Agreement. For clarification and not limitation, this obligation to defend, indemnify, and hold harmless includes but is not limited to, any liability, claims, or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of School personnel, the unlawful disclosure or use of protected data, or both, or other noncompliance with the requirements of the data privacy provisions of this Agreement. This provision shall not be deemed a waiver of any statutory immunities or liability limits available to any Party under the law.

B. The School shall promptly notify INDIGO Education of any claim, action, cause of action, or litigation brought against the School, its employees, officers, or agents arising from the

Services provided under this Agreement. The School shall also notify INDIGO Education whenever the School has a reasonable basis for believing that the School or its employees, officers, agents, or any combination thereof, or INDIGO Education, or both, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge, or litigation arising out of or related to the Services contained in this Agreement. Failure to provide notices required by this section is a material violation of the terms and conditions of this Agreement.

9. INSURANCE

A. The School will maintain insurance coverage for Workers' Compensation (statutory limits), General Liability, Professional Liability, and Excess or Umbrella Liability for not less than \$1,000,000.00 per occurrence (except with regard to Professional Liability, which will be written on a claims-made basis) and will provide information as to specific limits upon the Parties' execution of this Agreement. Such certificate of Liability insurance shall list INDIGO Education as an additional insured, with the exception of Worker's Compensation and Professional Liability certificates, and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days' written notice is provided to INDIGO Education, or 10 days written notice in the case of non-payment. If the school receives notice of cancellation or termination from an insurer, the School shall provide a copy of the notice to INDIGO Education within two business days of the School's receipt of the notice.

B. INDIGO Education maintains insurance coverage with minimum limits as follows:

- Commercial/General Liability
 - Combined Single Limit \$1,000,000.00
 - Personal Injury Limit \$1,000,000.00
 - Products-Completed Operations \$2,000,000.00
 - General Aggregate \$2,000,000.00
 - Professional Liability Insurance with limits of \$2,000,000.00 each occurrence, \$2,000,000.00 aggregate

C. The above establishes minimum insurance requirements. It is the sole responsibility of the School to determine the need for and procure additional insurance that it may need.

D. The Parties shall provide updated certificates during the term of this Agreement as insurance policies expire. If a party fails to furnish proof of insurance coverage, the other party may pursue any other right or remedy allowed under the contract, law, equity, statute, or all. Each party does not waive any rights or assume any obligations by not strictly enforcing the requirements outlined in Section 9.

E. Each party waives all rights against the other party, including the other party's officials, officers, agents, volunteers, and employees, for recovery of damages to the extent that damages are covered by the party's own insurance coverages.

10. DATA PRACTICES

A. INDIGO Education understands that the School, its officers, agents, owners, partners, employees, and volunteers must abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations, and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information

Technology for Economic and Clinical Health Act (HITECH) adopted as part of the American Recovery and Reinvestment Act of 2009. INDIGO Education understands that if it creates, collects, receives, stores, uses, maintains, or disseminates data because it performs functions of the School pursuant to this Agreement, then INDIGO Education must comply with the requirements of the MGDPA as if it were a government entity.

B. The School agrees to promptly notify INDIGO Education if it becomes aware of any potential claims or facts giving rise to such claims under the MGDPA. The terms of this Section 10 shall survive the expiration, cancellation, or termination of this Agreement.

11. MERGER AND MODIFICATION

A. Entire Agreement. The entire agreement between the Parties is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, then the terms of this Agreement shall prevail.

B. Modification. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by all Parties.

12. TERMINATION

A. Either party may terminate this Agreement, with or without cause, with 30 days written notice to the other party. INDIGO Education may terminate this Agreement, effective immediately upon written notice, if the School is in default of this Agreement and does not cure such breach within 10 days of written notice from INDIGO Education, *provided that*, any default based on the School's failure to timely pay any amount due to INDIGO Education shall be addressed as set forth in Exhibit B. If the Agreement is terminated and the School does not have a Director of Special Education under contract as of the date the Agreement ends, the Parties acknowledge that INDIGO Education is required by law to report the absence of 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 Assurance annually. The School acknowledges these Assurances require the School to follow, and the School agrees to comply with all State and Federal laws regarding special education due process and fiscal compliance under the direction of a licensed Director.

C. The Director will make reasonable commercial efforts to provide the School with guidance that is timely, accurate, and ethical. Should the School elect not to follow this guidance, the following steps will be implemented:

- i. The Director will outline the concerns in writing and request a meeting to discuss the concerns with the School's Director. This information will also be shared with the Executive Director of INDIGO Education.
- ii. The Director and the School Director will meet, discuss concerns, and establish a resolution plan within a mutually agreed-upon timeframe. If necessary, the Executive Director of INDIGO Education will participate in this meeting.

- iii. After two failed attempts to schedule a meeting with the School Director, the Director and Executive Director of INDIGO Education will request a meeting including the School's board chair and the authorizer.
- iv. After meeting with the School Director, board chair, and authorizer, if the concerns are not resolved, INDIGO Education will provide notice of termination of services (as outlined in Section 12A) 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 but are not limited to, the following: CONFIDENTIALITY; INDEMNIFICATION; INSURANCE; DATA PRACTICES; TERMINATION; and MINNESOTA LAW GOVERNS.

B. Force Majeure. Except for payment obligations to the School, neither party shall be held responsible for any delay or failure in the 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, pandemic, endemic, an act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this Agreement.

15. NOTICES

Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the party at the address stated in the opening paragraph of this Agreement, or such other address as either party may provide to the other by notice given in accordance with this provision. The Parties agree that notices permitted or required by this Agreement may be made by email when made contemporaneously by United States mail as outlined in this paragraph.

16. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance without giving effect to any choice or conflict of law provision or rule.

17. ASSIGNMENT

The Parties agree that neither party may assign any interest in this Agreement without the written consent of the other party, provided that INDIGO Education may assign this Agreement in connection with a merger, reorganization, or sale of all or substantially all of the assets of INDIGO Education to any other person or entity.

18. SEVERABILITY; HEADINGS; COUNTERPARTS

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability. This Agreement may be executed in any number of counterparts, all of which, when taken together shall constitute one and the same instrument. All captions and paragraph headings in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

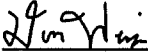
19. THIRD-PARTY RIGHTS

The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

[signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have executed or caused to be executed by their duly authorized officials, and this Agreement is in duplicate on the respective dates indicated below.

THE SCHOOL:

By: 
Dan Weisser (Apr 18, 2025 08:29 CDT)

Title: Director

Date: Apr 18, 2025

INDIGO EDUCATION:

By: 

Title: Executive Director

Date: 5/10/2025

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 the School in complying with federal and state rules/regulations in support of educational programming for students with disabilities.
- Collaborate with the School personnel and the School's contracted providers to monitor programs regarding compliance with all laws, policies, regulations, and guidelines as it relates to special education as mandated by the state of Minnesota and the federal government.

The Director shall be selected based on experience, knowledge, characteristics, and abilities in alignment with INDIGO Education's mission of Service, Leadership, and Integrity and a current Minnesota license as a Director of Special Education and meet the requirements as stated in MN Rule 3512.0200.

EXHIBIT B

COMPENSATION SCHEDULE

1. FEES FOR SERVICES TO BE PROVIDED

In exchange for the Services provided under this Agreement, the School agrees to compensate INDIGO Education \$21,150.00 (the "Fee") for Services provided over 47 weeks between July 1, 2025, and June 30, 2026. The school will receive approximately three (3) hours (direct and indirect) of service from the INDIGO Education team per week.

Should the Director's responsibilities to the school exceed three (3) hours per week, the School will compensate INDIGO Education for the additional services rendered on an hourly basis at INDIGO Education's then-current (commensurate with date of additional services rendered) hourly rate. As of the date of this Agreement, the hourly rate for the Services is \$150.00. In this instance, the School will receive an invoice to detail the efforts of the INDIGO Education team monthly. The School will compensate INDIGO Education according to the amount specified in Exhibit B of this Agreement.

If, in the instance, the Services exceed the agreed-upon hours per week due to *consistently* increased needs, the Director of Special Education, INDIGO Education Leadership, and the School's Director may meet in good faith to mutually consider a modified Agreement and increase the ceiling contract through an amendment document.

Upon the execution of this Agreement by both Parties, INDIGO Education shall issue to the School an initial, non-refundable invoice in the amount of \$5,000.00 (the "Initial Invoice"). Payment of the Initial Invoice is due to INDIGO Education within 45 days of receipt of the Initial Invoice. This initial payment shall be applied toward the Fee.

The remainder of the Fee will be paid in quarterly increments per the schedule detailed below. However, in no event shall any amount of the Fee be paid after June 15, 2026.

INDIGO Education will invoice the School on the following dates throughout the FY26 school year:

- i. Payment One - August 1, 2025
- ii. Payment Two - November 1, 2025
- iii. Payment Three - February 1, 2026
- iv. Payment Four - May 1, 2026

INDIGO Education will charge the School for in-person visits. Travel will be charged one way at the rate of \$50 per visit, not to exceed \$2,500. The invoice for travel will be sent quarterly.

2. SEPARATION OF PARTIES

In the event that INDIGO Education terminates the Agreement, INDIGO Education shall be entitled to the prorated balance of the Fee (minus the non-refundable deposit of \$5,000.00) as of the last day of the month that the Agreement terminates.

In the event that the School terminates the Agreement on or before December 31, 2025, INDIGO Education shall be entitled to the prorated balance of the Fee (minus the non-refundable deposit of \$5,000.00) as of the last day of the month that the Agreement terminates. In the event the Agreement is terminated by the School after December 31, 2025, INDIGO Education shall be entitled to the entire Fee.

3. DELAYED PAYMENT FOR SERVICES

In the event that the School is delayed in paying INDIGO Education for services outlined in this Agreement, the following steps will be taken:

- A. A reminder notice will be provided to the School if the payment is late. The School will pay a service fee of 1.5% of the past due amount (MN Statute 471.425)
- B. A payment plan may be established with approval by the Executive Director of INDIGO Education and the Director of the School.
- C. INDIGO Education has the right to pause services until an agreement is reached and payment is discussed.
- D. If payment is not received within 45 days of the due date or in accordance with the agreed-upon payment arrangement, notice will be provided to the School, board chair, authorizer, and the Minnesota Department of Education (MDE).
- E. If payment or payment according to the agreed-upon payment agreement is not received within 60 days, INDIGO Education will issue a termination of services notice to the School. In this instance, INDIGO Education will inform the School's board, authorizer, and MDE of the termination of the partnership.

Signature: 

Dan Weisser (Apr 18, 2025 08:29 CDT)

Email: dweisser@isd4081.org

Title: Director

FY26 - Discovery Public School Faribault - Director of Special Education Agreement


Final Audit Report


2025-04-18


Created:	2025-04-10
By:	INDIGO Education (hello@indigoed.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAIOpkpJ8h8nwWn3A4-ecKbX1cz_pzwVCD


"FY26 - Discovery Public School Faribault - Director of Special Education Agreement" History


 Document created by INDIGO Education (hello@indigoed.org)
2025-04-10 - 7:05:29 PM GMT- IP address: 68.190.106.220


 Document emailed to dweisser@isd4081.org for signature
2025-04-10 - 7:06:21 PM GMT


 Email viewed by dweisser@isd4081.org
2025-04-11 - 3:22:45 PM GMT- IP address: 74.125.215.72

 New document URL requested by dweisser@isd4081.org
2025-04-18 - 1:27:06 PM GMT- IP address: 216.114.196.82

 Email viewed by dweisser@isd4081.org
2025-04-18 - 1:27:14 PM GMT- IP address: 74.125.215.73

 Signer dweisser@isd4081.org entered name at signing as Dan Weisser
2025-04-18 - 1:29:07 PM GMT- IP address: 216.114.196.82

 Document e-signed by Dan Weisser (dweisser@isd4081.org)
Signature Date: 2025-04-18 - 1:29:09 PM GMT - Time Source: server- IP address: 216.114.196.82- Signature captured from device with phone number XXXXXXX4474

 Agreement completed.
2025-04-18 - 1:29:09 PM GMT

**DIRECTOR OF SPECIAL EDUCATION PROFESSIONAL SERVICES AGREEMENT
BETWEEN INDIGO EDUCATION AND DISCOVERY PUBLIC SCHOOL OF FARIBAULT
FY27**

This Professional Services Agreement (the "Agreement") is made this March 24, 2026, by and between Innovative Special Education Services, d/b/a INDIGO Education, a Minnesota nonprofit corporation, located at 2550 University Ave W, Suite 200N, St Paul, MN 55114 ("INDIGO Education"), and Discovery Public School of Faribault located at 126 8th Street NW, Faribault, MN 55021 (the "School"). INDIGO Education and the School shall be referred to collectively herein as the "Parties."

In consideration of the promises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

1. GENERAL AGREEMENT AND TERM

A. INDIGO Education agrees to furnish Director of Special Education professional services to the School for direct and/or indirect time, commencing on July 1, 2026, and expiring on June 30, 2027 (the "Agreement Term") unless terminated earlier in accordance with the provisions of this Agreement. The Parties may mutually renew the Agreement at the end of the Agreement Term, but neither Party shall be obligated to do so.

B. Non-discrimination. INDIGO Education is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, sex, national origin, age, marital status, familial status, disability, public assistance status, veteran status, sexual orientation, gender identity, or any other status protected by law. INDIGO Education is committed to transacting business only with firms that follow these practices. INDIGO Education will apply every good faith effort to ensure implementation of this policy in its practices of employment, upgrade, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. By accepting this contract, the School certifies that it complies with all applicable federal and state laws and policies related to non-discrimination, equal employment opportunity, and affirmative action.

2. SERVICES TO BE PROVIDED

A. INDIGO Education will perform the duties and assume the role of the School's Director of Special Education (the "Director") for the duration of the Agreement Term. INDIGO Education shall appoint a person/persons to serve as the Director/Director Team who will be responsible for the duties broadly outlined in the position description (the "Services"), attached as Exhibit A, hereto and incorporated herein. The Parties may mutually amend the scope of the Services by supplemental writings signed by both Parties.

B. In addition, INDIGO Education shall appoint a person/persons to support the Director who, at the direction of the Executive Director of INDIGO Education, will be responsible for the provision of Services.

C. INDIGO Education retains the right to solely determine the specific duties of the Director and supports, so long as they are consistent with the Services. If, during the Agreement Term, the School's needs as related to its Director and associated support exceed services identified in Exhibit A, upon written request of the School, INDIGO Education will use its reasonable commercial efforts to provide for increased staffing. However, INDIGO Education is not obligated to find, nor does it guarantee the availability of additional staff. Upon the Parties' mutual agreement to modify the scope of Services and/or staffing, the Parties will amend the Agreement, including the compensation schedule, in supplemental writings signed by both Parties.

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 of Special Education and the INDIGO Education team.

E. The School further agrees to make its business or fiscal manager available to meet with the Director no less than quarterly. The group will meet for the purpose of working to fulfill the School's obligation to meet all Statement of Assurances requirements. According to the Statement of Assurances, Minnesota education agencies applying for state and federal funds under the Individuals with Disabilities Education Act (IDEA), Public Law 108-466, must annually complete and adhere to the Application for Special Education Funds – Statement of Assurances (ED-01350 and 34 Code of Federal Regulations (C.F.R.), Section 300.200).

F. The School and its business manager will provide 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 full access to data collection systems created by the Minnesota Department of Education (Special Education Data Reporting Application (SEDRA) and Minnesota Education Grant System (MEGS)). ____ Initial here for acknowledgement of this request.

3. BACKGROUND INVESTIGATIONS

INDIGO Education shall conduct criminal background investigations on all of its employees who are to perform the Services, who may come into contact with the School's students, before the commencement of those persons 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 School's responsibility to provide INDIGO Education with any of its own guidelines, policies, or procedures relating to confidentiality that it wishes INDIGO Education to comply with pursuant to this paragraph. The School warrants and represents that it and its officers, directors, employees, contractors, and agents will at all times comply with all applicable federal, state, and local laws, rules, regulations, ordinances, directives, guidelines, policies, and procedures, including, without limitation, those relating to the confidentiality of student educational data.

5. PAYMENT FOR SERVICES

The School shall compensate INDIGO Education for providing the Services as outlined in the compensation schedule, attached as Exhibit B and incorporated herein. Unless otherwise indicated on an invoice or set forth in Exhibit B, the School shall make all payments within 30 days of an invoice. Late payments are subject to late payment fees.

6. PROFESSIONAL CREDENTIALS AND MANDATED REPORTER

A. The Director and all associated INDIGO Education service providers will maintain appropriate Minnesota licensure according to their role.

B. The Parties acknowledge and agree that the Director and all associated service providers are mandated reporters pursuant to Minnesota Statute § 260E.06

7. INDEPENDENT CONTRACTOR

A. INDIGO Education team members are independent contractors of the School, and this Agreement shall not be construed to create any association, partnership, joint venture, employee, or agency relationship between INDIGO Education and the School for any purpose. Neither party has authority (and will not hold itself out as having authority) to bind the other party, and neither party will make any agreements or representations on the other party's behalf without the other party's prior written consent. INDIGO Education shall select the means, method, location, and manner of performing the Services.

B. INDIGO Education shall secure at its own expense all personnel required to perform the Services. INDIGO Education's personnel, while engaged in the performance of the Services under this Agreement, will have no contractual relationship with the School and shall not be considered an employee of the School.

C. INDIGO Education shall not be responsible for any claims that arise out of the employment or alleged employment under the Minnesota Unemployment Insurance Law or the Workers' Compensation Act of the State of Minnesota on behalf of any school personnel, including, without limitation, claims of discrimination against the School, its officers, agents, or employees. Such personnel or other persons shall neither require nor be entitled to any compensation, rights, or benefits of any kind from INDIGO Education, including, without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers' compensation, unemployment compensation, disability, severance pay, and retirement benefits.

8. INDEMNIFICATION

A. To the fullest extent permitted by law, the School agrees to defend, indemnify, and hold harmless INDIGO Education, its officials, officers, directors, agents, volunteers, and employees, and its and their respective successors and assigns from any liability, claims, causes of action, judgments, damages, losses, costs, or expense (collectively, "Losses") of whatever kind (including reasonable attorney's fees resulting directly or indirectly from any act or omission of the School, anyone directly or indirectly employed by the School, or anyone for whose acts or omissions, or both, the School may be liable in the delivery of education services, or any combination thereof, and against all Losses because of the failure of the School or its employees to adhere to any applicable state and federal law or any obligation under this Agreement. For clarification and not limitation, this

obligation to defend, indemnify, and hold harmless includes but is not limited to, any liability, claims, or actions resulting directly or indirectly from alleged infringement of any copyright or any property right of another, the employment or alleged employment of School personnel, the unlawful disclosure or use of protected data, or both, or other noncompliance with the requirements of the data privacy provisions of this Agreement. This provision shall not be deemed a waiver of any statutory immunities or liability limits available to any Party under the law.

B. The School shall promptly notify INDIGO Education of any claim, action, cause of action, or litigation brought against the School, its employees, officers, or agents arising from the Services provided under this Agreement. The School shall also notify INDIGO Education whenever the School has a reasonable basis for believing that the School or its employees, officers, agents, or any combination thereof, or INDIGO Education, or both, might become the subject of a claim, action, cause of action, criminal arrest, criminal charge, or litigation arising out of or related to the Services contained in this Agreement. Failure to provide notices required by this section is a material violation of the terms and conditions of this Agreement.

9. INSURANCE

A. The School will maintain insurance coverage for Workers' Compensation (statutory limits), General Liability, Professional Liability, and Excess or Umbrella Liability for not less than \$1,000,000.00 per occurrence (except concerning Professional Liability, which will be written on a claims-made basis) and will provide information as to specific limits upon the Parties' execution of this Agreement. Certificate of Liability insurance shall list INDIGO Education as an additional insured, with the exception of Worker's Compensation and Professional Liability certificates, and contain a statement that such policies of insurance shall not be canceled or amended unless 30 days' written notice is provided to INDIGO Education, or 10 days written notice in the case of non-payment. If the school receives notice of cancellation or termination from an insurer, the School shall provide a copy of the notice to INDIGO Education within two business days of the School's receipt of the notice.

B. INDIGO Education maintains insurance coverage with minimum limits as follows:

- Commercial/General Liability
 - Combined Single Limit \$1,000,000.00
 - Personal Injury Limit \$1,000,000.00
 - Products-Completed Operations \$2,000,000.00
 - General Aggregate \$2,000,000.00
 - Professional Liability Insurance with limits of \$2,000,000.00 each occurrence, \$2,000,000.00 aggregate

C. The above establishes minimum insurance requirements. It is the sole responsibility of the School to determine the need for and procure additional insurance that it may need.

D. The Parties shall provide updated certificates during the term of this Agreement as insurance policies expire. If a party fails to furnish proof of insurance coverage, the other party may pursue any other right or remedy allowed under the contract, law, equity, statute, or all. Each party does not waive any rights or assume any obligations by not strictly enforcing the requirements outlined in Section 9.

E. Each party waives all rights against the other party, including the other party's officials, officers, agents, volunteers, and employees, for recovery of damages to the extent that damages are covered by the party's own insurance coverages.

10. DATA PRACTICES

A. INDIGO Education understands that the School, its officers, agents, owners, partners, employees, and volunteers must abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 (MGDPA), and all other applicable state and federal laws, rules, regulations, and orders relating to data privacy or confidentiality, which may include the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) adopted as part of the American Recovery and Reinvestment Act of 2009. INDIGO Education understands that if it creates, collects, receives, stores, uses, maintains, or disseminates data because it performs functions of the School pursuant to this Agreement, then INDIGO Education must comply with the requirements of the MGDPA as if it were a government entity.

B. The School agrees to promptly notify INDIGO Education if it becomes aware of any potential claims or facts giving rise to such claims under the MGDPA. The terms of this Section 10 shall survive the expiration, cancellation, or termination of this Agreement.

11. MERGER AND MODIFICATION

A. Entire Agreement. The entire agreement between the Parties is contained herein and supersedes all oral agreements and negotiations between the Parties relating to the subject matter. All items that are referenced or that are attached are incorporated and made a part of this Agreement. If there is any conflict between the terms of this Agreement and referenced or attached items, then the terms of this Agreement shall prevail.

B. Modification. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by all Parties.

12. TERMINATION

A. Either party may terminate this Agreement, with or without cause, with 30 days written notice to the other party. INDIGO Education may terminate this Agreement, effective immediately upon written notice, if the School is in default of this Agreement and does not cure such breach within 10 days of written notice from INDIGO Education, *provided that* any default based on the School's failure to timely pay any amount due to INDIGO Education shall be addressed as set forth in Exhibit B. If the Agreement is terminated and the School does not have a Director of Special Education under contract as of the date the Agreement ends, the Parties acknowledge that INDIGO Education is required by law to report the absence of a Director of Special Education to the Minnesota Department of Education.

B. The School's administrator and the INDIGO Education Director of Special Education are required by the Minnesota Department of Education to sign the Statement of Assurance annually. The School acknowledges these Assurances require the School to follow, and the School

agrees to comply with all State and Federal laws regarding special education due process and fiscal compliance under the direction of a licensed Director.

C. The Director will make reasonable commercial efforts to provide the School with guidance that is timely, accurate, and ethical. Should the School elect not to follow this guidance, the following steps will be implemented:

- i. The Director of Special Education will outline the concerns in writing and request a meeting to discuss the concerns with the School's Director/Administration. This information will also be shared with the Executive Director of INDIGO Education.
- ii. The Director of Special Education and the School Director/Administration will meet, discuss concerns, and establish a resolution plan within a mutually agreed-upon timeframe. If necessary, the Executive Director of INDIGO Education will participate in this meeting.
- iii. After two failed attempts to schedule a meeting with the School Director/Administration, the Director of Special Education and Executive Director of INDIGO Education will request a meeting including the School's board chair and the authorizer.
- iv. After meeting with the School Director/Administration, board chair, and authorizer, if the concerns are not resolved, INDIGO Education will provide notice of termination of services (as outlined in Section 12A) 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, but are not limited to, the following: CONFIDENTIALITY; INDEMNIFICATION; INSURANCE; DATA PRACTICES; TERMINATION; and MINNESOTA LAW GOVERNS.

B. Force Majeure. Except for payment obligations to the School, neither party shall be held responsible for any delay or failure in the 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, pandemic, endemic, an act of God, or other similar causes beyond its control and without the fault or negligence of the delayed or non-performing party. The affected party will notify the other party in writing within ten (10) days after the beginning of any such cause that would affect its performance. Notwithstanding, if a party's performance is delayed for a period exceeding thirty (30) days from the date the other party receives notice under this paragraph, the non-affected party will have the right, without any liability to the other party, to terminate this Agreement.

15. NOTICES

Any notices permitted or required by this Agreement shall be deemed given when personally delivered or upon deposit in the United States mail, postage fully prepaid, certified, return receipt requested, addressed to the party at the address stated in the opening paragraph of this Agreement, or such other address as either party may provide to the other by notice given in accordance with this provision. The Parties agree that notices permitted or required by this Agreement may also be made by electronic communication.

16. MINNESOTA LAWS GOVERN

The Laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the Parties and their performance without giving effect to any choice or conflict of law provision or rule.

17. ASSIGNMENT

The Parties agree that neither party may assign any interest in this Agreement without the written consent of the other party, provided that INDIGO Education may assign this Agreement in connection with a merger, reorganization, or sale of all or substantially all of the assets of INDIGO Education to any other person or entity.

18. SEVERABILITY; HEADINGS; COUNTERPARTS

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Agreement to the extent of its invalidity or unenforceability, and this Agreement shall be construed and enforced as if the Agreement did not contain that particular provision to the extent of its invalidity or unenforceability. This Agreement may be executed in any number of counterparts, all of which, when taken together, shall constitute the same instrument. All captions and paragraph headings in this Agreement are intended solely for the convenience of the parties, and none shall be deemed to affect the meaning or construction of any provision hereof.

19. THIRD-PARTY RIGHTS

The Parties to this Agreement do not intend to confer on any third party any rights under this Agreement.

[signature pages to follow]

IN WITNESS WHEREOF, the Parties hereto have executed or caused to be executed by their duly authorized officials, and this Agreement is in duplicate on the respective dates indicated below.

THE SCHOOL:

By: _____

Title: _____

Date: _____

INDIGO EDUCATION:



By:

Title: Executive Director

Date: 3/24/2026

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 (ED-01350, 34 C.F.R. Section 300.200) and uphold the Code of Ethics for School Administrators (MN Rule 3512.5200).
- Assist the School in complying with federal and state rules/regulations in support of educational programming for students with disabilities.
- Collaborate with the School personnel and the School's contracted providers to monitor programs regarding compliance with all laws, policies, regulations, and guidelines as it relates to special education as mandated by the state of Minnesota and the federal government.

The Director shall be selected based on experience, knowledge, characteristics, and abilities in alignment with INDIGO Education's mission and values of Service, Leadership, Integrity, and Relationship, as well as the maintenance of a current Minnesota license as a Director of Special Education, meeting the requirements as stated in MN Rule 3512.0200.

EXHIBIT B

COMPENSATION SCHEDULE

1. FEES FOR SERVICES TO BE PROVIDED

In exchange for the Services provided under this Agreement, the School agrees to compensate INDIGO Education \$21,150.00 (the "Fee") for Services provided over 47 weeks between July 1, 2026, and June 30, 2027. The school will receive approximately three (3) hours (direct and indirect) of service from the INDIGO Education team per week.

Should the Director's responsibilities to the school exceed three (3) hours per week, the School will compensate INDIGO Education for the additional services rendered on an hourly basis at INDIGO Education's then-current (commensurate with date of additional services rendered) hourly rate. As of the date of this Agreement, the hourly rate for the Services is \$150.00. In this instance, the School will receive an invoice to detail the efforts of the INDIGO Education team monthly. The School will compensate INDIGO Education according to the amount specified in Exhibit B of this Agreement.

If, in the instance, the Services exceed the agreed-upon hours per week due to *consistently* increased needs, the Director of Special Education, INDIGO Education Leadership, and the School's Director may meet in good faith to mutually consider a modified Agreement and increase the ceiling contract through an amendment document.

Upon the execution of this Agreement by both Parties, INDIGO Education shall issue to the School an initial, non-refundable invoice in the amount of \$5,000.00 (the "Initial Invoice"). Payment of the Initial Invoice is due to INDIGO Education within 45 days of receipt of the Initial Invoice. This initial payment shall be applied toward the Fee.

The remainder of the Fee will be paid in quarterly increments per the schedule detailed below. However, in no event shall any amount of the Fee be paid after June 15, 2027.

INDIGO Education will invoice the School on the following dates throughout the FY27 school year:

- i. Payment One - August 1, 2026
- ii. Payment Two - November 1, 2026
- iii. Payment Three - February 1, 2027
- iv. Payment Four - May 1, 2027

INDIGO Education will charge the School for in-person visits. Travel will be charged one way at the rate of \$50 per visit, not to exceed \$2,500. The invoice for travel will be sent quarterly.

2. SEPARATION OF PARTIES

In the event that INDIGO Education terminates the Agreement, INDIGO Education shall be entitled to the prorated balance of the Fee (minus the non-refundable deposit of \$5,000.00) as of the last day of the month that the Agreement terminates.

In the event that the School terminates the Agreement on or before December 31, 2026, INDIGO Education shall be entitled to the prorated balance of the Fee (minus the non-refundable deposit of \$5,000.00) as of the last day of the month that the Agreement terminates. In the event the Agreement is terminated by the School after December 31, 2026, INDIGO Education shall be entitled to the entire Fee.

3. DELAYED PAYMENT FOR SERVICES

In the event that the School is delayed in paying INDIGO Education for services outlined in this Agreement, the following steps will be taken:

- A. A reminder notice will be provided to the School if the payment is late. The School will pay a service fee of 1.5% of the past due amount (MN Statute 471.425)
- B. A payment plan may be established with approval by the Executive Director of INDIGO Education and the Director of the School.
- C. INDIGO Education has the right to pause services until an agreement is reached and payment is discussed.
- D. If payment is not received within 45 days of the due date or in accordance with the agreed-upon payment arrangement, notice will be provided to the School, board chair, authorizer, and the Minnesota Department of Education (MDE).
- E. If payment or payment according to the agreed-upon payment agreement is not received within 60 days, INDIGO Education will issue a termination of services notice to the School. In this instance, INDIGO Education will inform the School's board, authorizer, and MDE of the termination of the partnership.

Signature:

Email: dweisser@isd4081.org

Title:



FLEXIBILITY • INGENUITY • ASSURANCE

**Agreement for:
Licensed School Nurse Consultation
for the 2025-2026 school year**
(covers services between: 1 July 2025 to 30 June 2026)

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: 6th - 12th
Approximate Enrollment: 50	Phone: 507-331-5423	Fax: 507-331-2613
Address: 126 - 8th Street NW, Faribault, MN 55021		
Director: Dan Weisser	Email: dweisser@isd4081.org	
Contact Person: Karen Natole	Email: knatole@isd4081.org	
Invoicing Contact: Karen Natole	Email: knatole@isd4081.org	
Building / grade / code thresholds for invoice separation (ie: "elementary K-5 010" and "secondary 6-12 020"):		
<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 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 may 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 style="text-align: center;">Please select one of the following options:</p> <p> <input checked="" type="radio"/> <u>BOTH General and Special Education Services</u> <small>(fulfills the above statute)</small> </p> <p style="margin-left: 400px;"> <input type="radio"/> <u>ONLY Special Education Services</u> <small>(school has alternate LSN coverage for general ed students)</small> </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: Dan Weisser	Kristen Gerber
Signature: <i>Dan Weisser</i>	<i>Kristen M Gerber</i>
Title: Director	Owner / Licensed School Nurse
Organization: Discovery Public School of Faribault	Navigate Care Consulting
Date: March 20, 2025	1 March 2025

Not required: Annual service totals are tracked by the client and require further approval if exceeding:
 \$2,000 /year for general education and \$1,500 /year for special education.
 Service charges are paid to the Company, regardless.

(Please complete, sign, and return this page)

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:

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 work area and access to any facilities, student health records, or any other documents reasonably deemed necessary for the performance of the Services;
 - b) 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;
 - c) provide office supplies and equipment such as file folders, copier/scanner, computer, and paper;
 - d) designate one liaison between the Client and the Company for communication purposes;
 - e) 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;
 - f) notify the Consultant of any special education evaluation due dates 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, 2025, and shall continue until June 30, 2026, unless earlier terminated in accordance with Section 8 (the "**Term**").
- 6) **FEES AND EXPENSES; PAYMENT TERMS; INTEREST ON LATE PAYMENTS.** Every month, 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, and Staff Education. 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**. Hours will be rounded to the nearest quarter hour; There is a minimum on-site charge of 1 hour for any required visits.
 - b) be charged fees for services (other than hourly work) for optional service selections by the Client (such as CPR, etc);
 - c) be charged no more than \$400 for annual Staff Health and Safety virtual training program (general education clients only, based on enrollment);
 - d) 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 (health information requests will not require prior approval);
 - e) 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 hourly rate will be calculated for travel time above 60 minutes (round trip) rounded to the nearest quarter of an hour increment. The Company will attempt to assign the Consultant living nearest to the Client;
 - f) be charged the minimum specified in 6a if the Consultant travels to the Client and is unable to perform planned activities;
 - g) be charged a late fee of \$100 for time sensitive activities (ie: vision/hearing screenings, special education summations, etc) when Consultant is given less than 15 days notice (30 days notice for the state immunization report);
 - h) be charged \$50 for any returned check (in addition to regular bank fees charged to the Company);
 - i) 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% at 30 days late and then 20% (per month) at 60+ 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, developed products or templates, and 18314 Duluth Street, Farmington, MN 55024 • Phone: (612) 240-2123 • Fax: (651) 925-0200 • admin@navigatecare.com

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 Confidential Information solely for 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 guarantor/representative, whose signature is set forth on page 1, has been duly authorized by all necessary corporate action.
 - c) Company represents and warrants to Client that it shall perform the Services using qualified personnel 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 invoice.
 - 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
- 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 the Company. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the 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. The Consultant will perform an assessment of school needs in collaboration with administration, a special education designee, and staff responsible for student health. The assessment includes:
 - 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 the building (AED, stock EpiPens, naloxone, etc).
 - d) Set-up and oversight of a student 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 staff communication regarding emergency health conditions;
 - 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 of 504 plans, when requested by Client..
 - 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) All Employee Annual Health and Safety Training including:
 - i) Right to Know + school hazards (OSHA);
 - ii) Blood Borne Pathogens (BBP), infection control, and PPE;
 - iii) common emergency conditions and associated medications (+ ordering stock epinephrine);
 - iv) basic first aid review for common school concerns.
 - g) 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 staff and families regarding student health information, illness notifications, public health crises, etc.
 - h) Consultation for miscellaneous health needs or concerns of students, staff, and parents.
 - i) Response (non-emergently) to evaluate plan/determine any edits needed after emergencies are routed through EMS or to other routine requests from Client. Consultant to respond to Client requests 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 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 provide these only if they are requested; however, state or federal requirements associated with these services may still apply to the Client. The Client may choose to fulfill these via an alternate method; however, the Company is not responsible or involved for any portion of compliance or tracking.

- a) Cardiopulmonary Resuscitation (CPR) Certification (American Heart Association- good for 2 yrs).
- b) specific condition or disease education (ie: head injury, influenza, etc).
- c) Bus driver specific health training.
- d) Food allergy monitoring system set-up/training.
- e) Consult regarding school cleaning and indoor air quality plans.
- f) School-based health screenings and services such as:
 - i) early childhood screening program assistance (health-related portions such as immunizations, vision/hearing, height/weight/BMI, health condition review, emergency condition planning);
 - ii) "mass" vision/hearing screening;
 - iii) coordinating immunization clinics at the school (ie: annual influenza or routine immunization clinic); and
 - iv) coordinating dental health resources.
- g) Student health education (ie: handwashing, oral health, general hygiene/puberty, CPR as graduation requirement, miscellaneous education, as requested by Client and based on Consultant availability.
- h) Regular Health Office staffing assistance may be provided, as requested by Client and based on Consultant availability.
- i) Miscellaneous requested services, as able.

SPECIAL EDUCATION CONSULTATION. The Consultant shall perform the following duties related to Special Education:

- 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, and FERPA apply to this process and to student records.
 - 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) attempt to meet with the student and screen their vision, hearing, and body mass index (BMI)- if not completed in the last 12 months;
 - 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/requested by Client);
 - 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. The Consultant will collaborate with the special education team in determining any health goals for the IEP and will help write goals and identify the person/s responsible for implementing the goals.
 - d) If requested, Consultant will facilitate progress reports, as appropriate, for health goals and objectives.

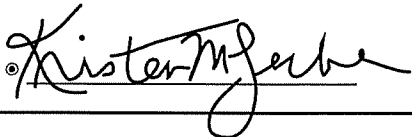


AGREEMENT FOR: LICENSED SCHOOL NURSE CONSULTATION

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

Organization: Discovery Public School of Faribault		District#: 4081	Grades: 6-12
Address: 126 8th Street NW, Faribault, MN 55021		Approximate Enrollment: 51	
Phone#: 507-331-5423		Fax#: 507-331-2618	
Director: Dan Weisser		Email: dweisser@isd4081.org	
Contact Person: Brooke Rindahl		Email: brindahl@isd4081.org	
Invoicing Contact: Brooke Rindahl		Email: brindahl@isd4081.org	
Any request to label invoices based on buildings, grades, etc (e.g., "elementary K-5 010", "secondary 6-12 020"):			

Minnesota Statute 121A.21 requires school districts to provide services to promote the health of its students. Navigate Care Consulting is licensed under Minnesota Statute 148 and complies with standards regulated by the Minnesota Board of Nursing (Registered Nurse; Public Health Nurse) and the Minnesota Professional Educator Licensing and Standards Board (Licensed School Nurse).

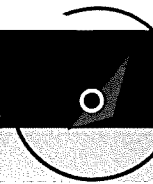
<input checked="" type="radio"/> BOTH General and Special Education Services (fulfills the above statute)	<input type="checkbox"/> Special Education Services ONLY (organization has alternate LSN coverage for general ed)
<p><i>Not required: Annual service totals are tracked by the Client and further approval is required if totals exceed \$ <u>2,000</u> per year for general education and \$ <u>1,500</u> per year for special education. Service charges remain payable to the Company regardless of these thresholds.</i></p>	
<p>IN WITNESS WHEREOF, I have read, understand, and agree to the Conditions of Agreement for Service and the Statement of Work. The parties have executed this Agreement on the date set forth below.</p> <p style="text-align: center;">Client Guarantor:</p>	
Printed Name: Dan Weisser	
Title: Director	
Organization: Discovery Public School of Faribault	
Signature:	
Date: March 31, 2026	
Company:	
Kristen Gerber • Founder, BSN RN PHN LSN • Navigate Care Consulting • 	

(Please complete, sign, and return this page)

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:

CONDITIONS OF AGREEMENT FOR SERVICE

- I. **APPLICABILITY.** These terms and conditions for services ("**Terms**") are the only terms that govern the provision of services by the Company to the Client and
 - A. comprise the entire agreement between the parties, and supersede all prior or contemporaneous understandings, agreements, negotiations, representations, warranties, and communications- written and oral;
 - B. 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.
- II. **SERVICES.** Client is engaging the Company to perform health consultation services ("**Services**") in accordance with applicable state and federal law through its independent consultants ("**Consultants**"). Under these Terms, Company shall provide the Client with services outlined in the Statement of Work. Consultant will:
 - A. control the manner and means by which the Services are performed; and
 - B. respond to Client requests or inquiries promptly (within 3 business days).
- III. **CLIENT OBLIGATIONS.** Client shall:
 - A. provide to the Consultant a work area and access to any facilities, student health records, or any other documents reasonably deemed necessary for the performance of the Services;
 - B. provide office supplies and equipment such as file folders, copier/scanner, computer, and paper;
 - C. designate one liaison between the Client and the Company for communication purposes;
 - D. 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;
 - E. 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; and
 - F. notify Consultant of any special education evaluation due dates with at least 30 days notice.
- IV. **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.
- V. **TERM.** This Agreement shall commence on July 1, 2026, and shall continue until June 30, 2027, unless earlier terminated in accordance with Section VIII ("**Term**").
- VI. **FEES AND EXPENSES; PAYMENT TERMS; INTEREST ON LATE PAYMENTS.** Each month, Company will send electronic invoices to the Client's invoicing contact for any work completed the previous month, or otherwise not yet billed. Invoices are due within 30 days of the invoice date in US dollars. Any disputes regarding services on an invoice must be submitted in writing within 30 calendar days of the invoice date. There will be clear separation between general education and special education charges and service details will be provided for all entries. Client shall be charged:
 - A. Rate: \$105.00 per hour, rounded to the nearest quarter hour, for work performed by the Consultant on behalf of the Company;
 1. There is a minimum charge of 1 hour for any on-site required visits.
 - B. Non-Hourly Services: certain courses (such as CPR Certification) are available to the Client and have separate additional rates;
 - C. Annual Staff Health and Safety Training package: \$300 per year (general education clients only);
 - D. Expenses: reimbursement for reasonable expenses incurred in the performance of Services, provided that such expenses are supported by receipts or supporting documentation and have prior approval by the Client;
 1. Release of health information requests do not require prior approval.
 - E. Travel: if Client is located 20+ miles from the MN State Capitol (75 Rev Dr Martin Luther King Jr. Boulevard, St Paul, MN 55155), the following will be applied for each on-site visit;
 1. Miles driven exceeding 40 (round trip) at the current per diem rate.
 2. Travel time exceeding 60 minutes (round trip) rounded to the nearest quarter of an hour increment, with a minimum charge of 15 minutes.
 - F. Overnight accommodation (if requested by the Consultant): if Client is located 120+ miles from the MN State Capitol (75 Rev Dr Martin Luther King Jr. Boulevard, St Paul, MN 55155), reimbursement for a hotel stay;
 - G. Service interference: if Consultant travels to the Client's location but is unable to perform planned activities, the minimum specified charges still apply;



- H. Short notice fee: \$105.00 for a time sensitive request, requiring completion with less than 15 calendar days from the date the Consultant was notified or \$210.00 for requests with less than 7 days notice:
 - 1. Vision and hearing screening required for a special education evaluation, or otherwise required.
 - 2. Health summation for a special education evaluation.
 - 3. Annual state immunization reporting.
 - 4. Miscellaneous requests for certain required actions, such as creating a health plan, staff training, and requesting health records.
- I. Returned check fee: \$50 per incident, in addition to standard bank fees charged to the Company;
- J. Overdue interest: in the event payment is not received by the Company when due, Company reserves the right to suspend services and apply interest to the unpaid balance:
 - 1. 10% interest will be added on the date the invoice becomes overdue.
 - 2. 20% interest will be added each subsequent month (compounded and applied to any remaining overdue balance).
- VII. **TAXES.** Company is not responsible for taxes or duties incurred by the Client. 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.
- VIII. **TERMINATION.** This Agreement will remain in full force and effect for the term set forth in Section V. If terminated prior to the expiration, Client must immediately notify their board, authorizer, and organization community. Agreement can be terminated by:
 - A. Company, effective immediately upon written notice to the Client, in the event that the Client materially breaches this Agreement; and
 - B. either party, without cause, upon at least 30 days written notice to the other party.
- IX. **CONFIDENTIAL INFORMATION.** All non-public, confidential or proprietary information of the Company, including, but not limited to, trade secrets, technology, information pertaining to business operations and strategies, developed products or templates, 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 Confidential Information solely for use of the Services.
 - 1. Client shall not use any Confidential Information regarding Consultants, including compensation, skills, or roles, to solicit or hire them for a period of 12 months following the expiration or termination of this Agreement.
 - B. Company shall be entitled to injunctive relief for any violation of this Section.
- X. **CONFIDENTIALITY OF PERSONAL HEALTH INFORMATION ("PHI").** Health information used in the educational setting falls under the Family Educational Rights and Privacy Act (FERPA). The parties acknowledge that, for the purposes of this Agreement, they fall within the definition of 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. 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.
- XI. **REPRESENTATION AND WARRANTY.**
 - A. 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 guarantor/representative, whose signature is set forth on page 1, has been duly authorized by all necessary corporate action.
 - C. Company represents and warrants to Client that it shall perform the Services using qualified personnel 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. Company shall not be liable for a breach of the warranty set forth in Section XI(C) unless Client gives written notice of the defective Services, reasonably described, to Company within 30 days of the invoice.
 - E. Subject to Section XI(D), Company shall, in its sole discretion, either repair or re-perform such Services (or the defective portion), or credit/refund a reasonable portion of the cost, of such Services at the pro rata rate.
 - F. THE REMEDIES SET FORTH IN SECTION XI(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 XI(C).
- XII. **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.

XIII. 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 FROM OR RELATED TO THIS AGREEMENT, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EXCEED THE AGGREGATE AMOUNT PAID/PAYABLE TO COMPANY.
- C. The limitation of liability set forth in Section XIII(B) shall not apply to:
 - 1. liability resulting from Company's gross negligence or willful misconduct and
 - 2. death or bodily injury resulting from Company's negligent acts or omissions.

XIV. INDEMNIFICATION. Each party ("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.

XV. NOTICES. Any notices required to be given hereunder will be in writing and may be either delivered personally, sent via e-mail, 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 provided in the email or of receipt verification by the U.S. Postal Service. Notices to be addressed as follows:

If to Navigate Care Consulting:	If to Client:
18314 Duluth St Farmington, MN 55024 / admin@navigatecare.com	Contact person, address, and e-mail noted on page 1

XVI. 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 Minnesota.
- B. Relationship of Parties. For the purposes of this Agreement, the relationship of a party and its employees, agents, and representatives to the other party and its respective employees, agents, and representatives 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 the Company. Any purported assignment or delegation in violation of this Section is null and void. No assignment or delegation relieves the 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

- I. **GENERAL EDUCATION CONSULTATION.** Services are divided into two categories- required and optional.
 - A. **REQUIRED:** Consultant has oversight for all required services, many of which are mandated by state or federal law. While overseen by Consultant, certain tasks may be delegated to Client under specific direction.
 1. Annual assessment: a collaborative meeting to review health services operations with administration and health office staff. This includes a review of current practice (forms, policies, procedures, etc) and a summary report outlining priorities for mandated and "best practice" operations, along with resource information and optional services;
 2. Health-related policy and protocol development for immunizations, illness, medications, bloodborne pathogens, hazard communication, and health office operations;
 3. Health record system development including setup and documentation using paper or electronic health record (eHR), including health forms, outside medical documents, immunization records, injury/illness management, and innovative protected communication regarding private health information between organization staff;
 4. Health services area oversight including the implementation of health-related supplies, medication practices and storage, disease and health-related notification, and building emergency equipment (e.g., AED, stock epinephrine, and stock naloxone);
 5. Health condition management including identification of student health needs, creation and training for Emergency Care Plans (ECP) and Individual Health Plans (IHP), and participation in Section 504 plan development when requested;
 6. Health services staff training and oversight including basic first aid interventions as well as:
 - a) specialized care (e.g., diabetic care, feeding tubes) when indicated;
 - b) medication administration;
 - c) field trip health planning for general and special health needs;
 - d) disease management including exclusion, protective personal equipment (PPE), state reporting, and communicable disease follow-up; and
 - e) community and state health-related resources.
 7. Immunization compliance review, documentation, non-compliance follow-up as well as the completion and submission of annual state reporting.
 8. Annual Health and Safety asynchronous virtual training program for all employees including:
 - a) OSHA standards for protecting oneself at work with emphasis on workplace safety, bloodborne pathogens, and infection control; and
 - b) Basic review of school health services capabilities including health-related policies and procedures, health emergency protocols, common emergency conditions and associated medications, and responding to common childhood illnesses and injuries.
 - (1) Orders for "stock" epinephrine and naloxone will be placed each year.
 - B. **OPTIONAL:** These services are available upon request; however, please note that any state or federal requirements associated with them still apply. If you choose to fulfill these requirements through an alternate method, Company will not be responsible for oversight.
 1. American Heart Association Heartsaver CPR Certification (effective for two years);
 2. specific condition or disease education (e.g., head injury, influenza, etc);
 3. transportation and bus driver health training;
 4. nutrition services collaboration regarding allergy and special diet management;
 5. food allergy monitoring system set-up and training;
 6. environmental consultation regarding cleaning programs, chemical use, hazardous waste, indoor air quality, and lead reduction in drinking water;
 7. student health education (e.g., handwashing, oral health, general hygiene/puberty, CPR as a graduation requirement, miscellaneous education, as requested by Client and based on Consultant availability;

8. miscellaneous screenings and services such as:
 - a) early childhood screening assistance (immunization review, vision/hearing/BMI screening, health condition review and planning;
 - b) "mass" vision and hearing screenings for specific grade levels or the entire student body;
 - c) immunization clinic coordination (e.g., annual influenza or routine clinics);
 - d) dental health resource provision;
 - e) routine health office staffing assistance and miscellaneous health consultations for students, staff, and families, provided based on consultant availability.

- II. **SPECIAL EDUCATION CONSULTATION.** Consultant shall perform the following duties related to Special Education:
 - A. Participate in the multi-disciplinary special education team/child study team.
 - a. Interpret medical/health information.
 - b. Explain how health conditions may affect the student in the academic environment.
 - c. Assist in determining eligibility for special education, particularly regarding criteria relating to health.
 - B. Participate in the evaluation process for initial and re-evaluations. Federal regulations, state statutes, MN administrative rules, and FERPA apply to this process and to student records.
 - a. Upon notification, Consultant will enter Prior Written Notice (PWN) information in the evaluation plan.
 - b. Upon notification of PWN approval, the Consultant will:
 - i. attempt to meet with the student and screen their vision, hearing, and body mass index (BMI)- if not completed in the last 12 months;
 - ii. complete a health interview with parents/guardians;
 - iii. review health file contents and medical documentation;
 - iv. contact healthcare providers for input/further information (as needed/requested by Client);
 - v. compose a health summary for the evaluation report; and
 - vi. indicate health related needs during school and any required nursing time.
 - c. Consultant and the special education contact shall collaborate regarding:
 - i. need for Consultant attendance at meetings;
 - ii. any health goals for the Individualized Education Program (IEP); and
 - iii. progress reports, as needed, for health-related goals and objectives.

F425

Strategic Staffing Solutions

Service Agreement

THIS AGREEMENT made and entered in this **April 11th, 2025** by and between **Strategic Staffing Solutions, PO Box 276, Mount Pleasant, SC 29465**, hereinafter referred to as the **Provider** and **Discovery Public School of Faribault, 126 8th 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 **\$80.00 per hour** for agreed upon Speech Therapy services from **July 1st, 2025 through June 30th, 2026**. Expenditure by the **LEA** for the 2025-2026 School Year is estimated to be **\$11,520.00**, 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.

III The LEA and the Provider hereby mutually agree:

- A either party may terminate this agreement, with or without cause, with thirty (30) days written notice to the other Party. In the event of such termination, the **Provider** shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by the **LEA** in its sole discretion, for work or services satisfactorily performed prior to the termination date. In no event shall the **Provider** be paid for work performed or costs incurred after the termination date, or for unnecessary costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- B that any modifications to this agreement must be written and signed by both parties. If collection activities are necessary, the **LEA** agrees to pay all the expenses thereof, including reasonable attorney's fees. The **LEA** consents to the jurisdiction of the courts of Rice County and the State of Minnesota and agrees that its laws shall govern our relationship.
- C If the maximum expenditure is reached without prior written approval from both parties, the provider does so at its own risk and expense.
- D 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.

IV Term of Agreement:

This agreement is entered into the aforementioned date and shall remain in force and is mutually binding upon the parties hereto from the period of **July 1st, 2025 to June 30th, 2026** unless sooner amended or terminated by either party in writing with a thirty-day advanced notice.

V Nondiscrimination:

The parties hereto acknowledge that nothing in this agreement shall be construed to permit discrimination based on race, color, national origin, handicap, religion, age, sex, or any other characteristic protected by law Title VI of the Civil Rights Act of 1964, as amended, or any other federal laws. Further, Section 504 of the Rehabilitation Act of 1973, and the American Disabilities Act require that no otherwise qualified individual with a handicap shall solely by reason of the handicap, be excluded from participation in, or denied the benefits of, or be subjected to discrimination in a facility certified under the Medicaid and or Medicare programs

VI 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.

VII **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.

VIII **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
- ii. against all loss by reason of the failure of the **Provider** or its employees to adhere to applicable state and federal law.

C the indemnified party shall promptly notify the indemnifying party of any claim, action, cause of action or litigation brought against the indemnified party, its employees, officers, agents or sub-schools, which arises out of the services contained in this agreement. The

F426

Strategic Staffing Solutions

Service Agreement

THIS AGREEMENT made and entered in this **April 4th, 2026** by and between **Strategic Staffing Solutions, PO Box 276, Mount Pleasant, SC 29465**, hereinafter referred to as the **Provider** and **Discovery Public School of Faribault, 126 8th 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 **\$82.00 per hour** for agreed upon Speech Therapy services from **July 1st, 2026 through June 30th, 2027**. Expenditure by the **LEA** for the 2026-2027 School Year is estimated to be **\$11,808.00**, 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.

III The LEA and the Provider hereby mutually agree:

- A either party may terminate this agreement, with or without cause, with thirty (30) days written notice to the other Party. In the event of such termination, the **Provider** shall be entitled to payment, calculated on a pro rata or other equitable basis, determined by the **LEA** in its sole discretion, for work or services satisfactorily performed prior to the termination date. In no event shall the **Provider** be paid for work performed or costs incurred after the termination date, or for unnecessary costs incurred by suppliers or subcontractors which reasonably could have been avoided.
- B that any modifications to this agreement must be written and signed by both parties. If collection activities are necessary, the **LEA** agrees to pay all the expenses thereof, including reasonable attorney's fees. The **LEA** consents to the jurisdiction of the courts of Rice County and the State of Minnesota and agrees that its laws shall govern our relationship.
- C If the maximum expenditure is reached without prior written approval from both parties, the provider does so at its own risk and expense.
- D 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.

IV Term of Agreement:

This agreement is entered into the aforementioned date and shall remain in force and is mutually binding upon the parties hereto from the period of **July 1st, 2026 to June 30th, 2027** unless sooner amended or terminated by either party in writing with a thirty-day advanced notice.

V Nondiscrimination:

The parties hereto acknowledge that nothing in this agreement shall be construed to permit discrimination based on race, color, national origin, handicap, religion, age, sex, or any other characteristic protected by law Title VI of the Civil Rights Act of 1964, as amended, or any other federal laws. Further, Section 504 of the Rehabilitation Act of 1973, and the American Disabilities Act require that no otherwise qualified individual with a handicap shall solely by reason of the handicap, be excluded from participation in, or denied the benefits of, or be subjected to discrimination in a facility certified under the Medicaid and or Medicare programs

VI 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.

VII **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.

VIII **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
- ii. against all loss by reason of the failure of the **Provider** or its employees to adhere to applicable state and federal law.

C the indemnified party shall promptly notify the indemnifying party of any claim, action, cause of action or litigation brought against the indemnified party, its employees, officers, agents or sub-schools, which arises out of the services contained in this agreement. The

