

Nerstrand Elementary School
Board of Directors Meeting
May 13, 2019 - 3:30 p.m.
Nerstrand School Media Center
BOARD AGENDA

**Nerstrand Elementary School will empower students to be self-directed
lifelong learners by providing a nurturing multi-age environment
which fosters cooperation and character development.**

- 1.0 Call to Order
 - 1.1 Roll Call
- 2.0 Approve Agenda
- 3.0 Opportunity to Report any Board Conflicts of Interest
- 4.0 Approve April 8, 2019 Board Meeting Minutes
- 5.0 Community Comment

- 6.0 Reports
 - 6.1 Director Report
 - a) Student performance item
 - b) Director evaluation item
 - c) Review NEO Framework – aMath FASTBRIDGE
 - 6.2 Enrollment Update
 - 6.3 Finance Report
 - a) Monthly financials

- 7.0 New Business
 - 7.1 Approve revised NEO Framework – aMath FASTBRIDGE
 - 7.2 E-learning Policy – update, discussion, timeline
 - 7.3 Review NEO 4-8-19 Board Meeting Observation Form
 - 7.4 Approve contract for PT with On the Move for FY20 @ \$100.00/hr
 - 7.5 Approve contract for PT with On the Move for ESY @ \$99.00/hr
 - 7.6 Approve contract for School Psychologist Michelle Flannery @ \$85.00/hr
 - 7.7 Approve contract with Keith Johnson Fin Services @ \$61.20/hr
 - 7.8 Approve 2019 ESY contract with Kristin Fischer, Speech @ \$90.00/hr
 - 7.9 Approve 2019-20 contract with EdVisions Cooperative
 - 7.10 Approve Special Ed Director contract with Bonnie Carlson
 - 7.11 Approve Special Ed substitute teacher payroll rate of \$50/hour
 - 7.12 Approve the following FY19 days as snow/weather days that will not be made up:
9/21, 1/28, 1/29, 1/30, 1/31, 2/6, 2/7, 2/20, 2/25, 4/11

- 8.0 Old Business
 - 8.1 Review BOD working calendar
 - a) Discuss BOD election process
 - b) Board Chair verifies all board trainings completed

- 9.0 Other
 - 9.1 Next Board of Directors meeting June 13, 2019, 10:00am at Nerstrand Elementary School
- 10.0 Adjournment

Minutes accepted and approved on: _____

Nerstrand Elementary School
Board of Directors Meeting Minutes
April 8th, 2019

Members present

Andrew Lubinski
Morgan Welborn (arrived at
4:18)
Matthew Keseley
Paula Shroyer
Rich Bailey
Sarah Stensrud (arrived at 3:33)
Alicia Wasilowski

Others/ Members absent

Others Present

Keith Johnson
Maggie Kiley
Barb Grote
Jean Neuman

1.0 Call to Order. Meeting called to order at 3:30.

1.1 Roll Call

2.0 Approve Agenda. Added: 7.5 Booth Law Transfer to Ratwik, Roszak & Maloney, P.A., Added 9.2 Board Picture - First: Rich; Second: Paula Approved Yea: 5. Nay:0. Abstentions: 0.

3.0 Opportunity to Report any Board Conflicts of Interest. None noted.

4.0 Approved March 11, 2019 Board Meeting Minutes. First: Paula; Second: Alicia Approved Yea: 5. Nay:0. Abstentions: 0.

5.0 Community Comment. None noted.

6.0 Reports

6.1 Director Report.

- a) Student performance item. We have begun MCA testing. Maggie described our school's process for Response to Intervention.
- b) Director evaluation item. Maggie reviewed the different things happening in the school to align with her school climate goal.

6.2 Enrollment Update. Currently 148 students enrolled. We are looking at 150 students for the fall.

6.3 Finance Report

- a) Monthly financials. Annual fund balance is 31.3%.
- b) Budget Committee update: Preliminary 2018-2019 Budget + 3 year budget. Reviewed and approved. First: Rich; Second: Alicia Approved Yea: 6. Nay:0. Abstentions: 0.

7.0 New Business

- 7.1 Approved 2019-2020 School Calendar. First: Alicia; Second: Sarah Approved Yea: 6. Nay:0. Abstentions: 0.
- 7.2 Approve SpEd Contract with Student Centered Learning - Tabled
- 7.3 Discussed domain focus for next year. We will focus on the Cooperation and collaboration domain.
- 7.4 Approved FY20 compensation schedules. First: Rich; Second: Alicia Approved Yea: 7. Nay:0. Abstentions: 0.
- 7.5 Approved Booth Law Transfer to Ratwik, Roszak & Maloney, P.A. First: Andrew; Second: Paula. Approved Yea: 7. Nay:0. Abstentions: 0.

8.0 Old Business

- 8.1 Reviewed BOD working calendar.
- 8.2 Second Read: Non-salaried Staff Leave Policy #410.2. Approved. First: Andrew; Second: Morgan Approved Yea: 7. Nay:0. Abstentions: 0.
- 8.3 Snow days and e-learning update. Discussed possible learning management system in the future for snow days.

9.0 Other

- 9.1 Next Board of Directors meeting May13th, 2019, 3:30pm at Nerstrand Elementary School.
- 9.2 Board Picture.
- 9.3 Changed June meeting date to June 13th, 2019 at 10:00 am.

10.0 Adjournment. First: Paula; Second: Sarah. Approved Yea: 7. Nay:0. Abstentions: 0.

Signed _____

Chairperson of the Board

Clerk of the Board

May 2019, Director's Report

The purpose of Nerstrand School is to provide a warm, nurturing, joyful environment filled with curiosity and celebration.

Our mission is to empower students to be self-directed, lifelong learners by providing a nurturing, multiage environment that fosters cooperation and character development.

May Highlights

May is a busy month around here! Savannah teams traveled to Rochester for Physics Day. Dare Graduation was 5/9. Our Prairie traveled to the Minnesota Zoo on 5/10 for their big yearly field trip. We will be having our annual 5th grade Field Day & Fly up Day on 5/14. We also have Prairie planting scheduled for 5/16. Our Nerstrand Field Day on 5/17. Pizza with the teachers is on 5/20

Migration Day is scheduled for 5/23. The Talent Show is 5/29, and graduation and walk to the park is 5/31. Plus, all classrooms are finishing up projects and units!

Student Performance

Review aReading/aMath for kindergarten and first grade.

NEO Framework

Review our Nerstrand framework, and discuss change to framework.

Personnel Update

We have no personnel changes at this time.

Director Evaluation/Goals for 2018-2019

Domain 2: Continuous Improvement of Instruction: The school leader is aware of predominant instructional practices throughout the school. Over the course of the last month, I have been observing and completing teacher evaluations for all licensed staff. This involves scheduling a pre-observation meeting, the viewing of the lesson and a post-observation meeting with each teacher. Through this process I have learned a great deal about the goals of teachers, their lesson objectives, materials being used in lessons, and teacher reflections about lessons. It has been a highlight of my position to be able to see all of our teachers at work. We are fortunate to have such dedicated professionals that see their careers as a journey in which they are always striving to improve.

Domain 2: Continuous Improvement of Instruction. The school leader provides a clear vision as to how instruction should be addressed in the school. As part of our review of core instruction this year, Dr. Debra Peterson met with teachers three times. Classroom teachers and I are in agreement that we should continue this work, and conferenced with Deb Peterson about working with her during the 2019-2020 school year.

Director Goals for 2018-2019 School year.

Review our reading core instruction using our current curriculum.

Continue to offer and encourage teachers to participate in quality professional development.

- ***Professional Development, using a book club model.***

Support classroom teachers in using the new math curriculum.

Create stronger connections with the Big Woods State Park.

Respectfully submitted,

Maggie Kiley

Novation Education Opportunities- Nerstrand Elementary Charter School Performance Framework					
Nerstrand Elementary Charter School					
Date of Last Update/Review: 3/1/2019					
Contract Term: July 1, 2017- June 30, 2022					
Baseline Year Results: 2013-2016					
Charter Number: 4055					
Initial Year of Operation: 1887 (1999 as a conversion charter school)					
Grades Served: 2016-2017 (K-5)					
Enrollment: 2016-2017 (153 students)					
These are the Academic Performance Indicators. They are 56.00% of the points possible.					
I. All Children are Ready for School					
I.A Early Literacy and Early Numeracy Goals					
Performance Rating	Early-Math Criteria (Grade K)-aMath FASTBRIDGE			Point Value	Points Earned
Exemplary	At least 75 percent of kindergarten students will be ready for first grade by reaching the Kindergarten end of year mean score of 189			4	0
Satisfactory	60-74 percent of kindergarten students will be ready for first grade by reaching the Kindergarten end of year mean score of 189 in the combined FY 2017- FY 2022.			2	
Not Satisfactory	Less than 60 percent of kindergarten students will be ready for first grade by reaching the Kindergarten end of year mean score of 189.			0	
Results	Year	Students Meeting Benchmark Score of 159	Total Students	Percent of Students Meeting Benchmark	
	Baseline 2013-2016	35	44	79.55%	
	2016-2017	16	24	66.67%	
	2017-2018	11	24	45.83%	
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2021-2022			#DIV/0!	
	2016-2022	27	48	56.25%	
Analysis	The school's 2016-2022 combined average early math criteria rate as measured by FASTBRIDGE Primary is 56.25%.				

Performance Rating	Early- Reading Criteria (Grade K)- Fountas & Pinnell Leveled Literacy Intervention System			Point Value	Points Earned
Exemplary	At least 75 percent of Kindergarten students will be ready for first grade by reading F & P level D.			2	1
Satisfactory	60-74 percent of Kindergarten students will be ready for first grade by reading F & P level D in the combined FY 2017- FY 2022.			1	
Not Satisfactory	Less than 60 percent of Kindergarten students will be ready for first grade by reading F & P level D.			0	
Results	Year	Students Meeting Level D	Total Students	Percent of Students Meeting Level D	
	Baseline 2013-2016	51	72	70.83%	
	2016-2017	22	24	91.67%	
	2017-2018	11	24	45.83%	
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2021-2022			#DIV/0!	
	2016-2022	33	48	68.75%	
Analysis	The school's 2016-2022 combined average early reading criteria rate as measured by the NWEA MAP for Primary is 68.75%.				
Performance Rating	Early- Reading Criteria (Grade 1 Level J and Grade 2 Level M) Fountas & Pinnell Leveled Literacy Intervention System			Point Value	Points Earned
Exemplary	At least 80 percent of students will be reading at the proficient level as measured by the BAS.			2	2
Satisfactory	70-79 percent of students will be reading at the proficient level as measured by the BAS in the combined FY 2017- FY 2022.			1	
Not Satisfactory	Less than 70 percent of students will be reading at the proficient level as measured by the BAS.			0	
Results	Year	Students Meeting Proficient Level	Total Students	Percent of Students Meeting Proficient Level	
	Baseline 2013-2016	125	155	80.65%	
	2016-2017	41	52	78.85%	
	2017-2018	45	51	88.24%	
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2021-2022			#DIV/0!	
	2016-2022	86	103	83.50%	
Analysis	The school's 2016-2022 combined average early reading criteria rate as measured by Fountas & Pinnell is 83.50%.				

II. All Students are Ready for Career and College, Including Third Grade Literacy (As Measured by Grade Level Proficiency)					
II.A Attain Grade-level Proficiency- All Students State Comparison					
Performance Rating	MCA-Math (Grades 3-5)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			4	
Satisfactory	The school's combined FY 2017-FY 2022 proficiency rate exceeds the state combined FY 2017-FY 2022 proficiency rate AND/OR the school improves its proficiency rate from the baseline years of FY 2014-FY 2016 (72.37%) by at least 10 percentage points by FY 2022.			2	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students	Nerstrand Percent Proficient	State Percent Proficient
	Baseline: 2013-2016	165	228	72.37%	67.63%
	2016-2017	47	77	61.04%	65.12%
	2017-2018	48	75	64.00%	63.28%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	95	152	62.50%	64.20%
Analysis	The school's proficiency rate of 62.50% is 1.70 percentage points lower than the state's proficiency rate of 64.20%.				
	From the baseline years 2013-2016 rate of 72.37% the school's proficiency decreased to 64.00%, a decrease of 8.37 percentage points.				
Performance Rating	MCA- Reading (Grades 3-5)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			4	
Satisfactory	The school's combined FY 2017-FY 2022 proficiency rate exceeds the state combined FY 2017-FY 2022 proficiency rate AND/OR the school improves its proficiency rate from the baseline years of FY 2014-FY 2016 (65.35%) by at least 10 percentage points by FY 2022.			2	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students	Nerstrand Percent Proficient	State Percent Proficient
	Baseline: 2013-2016	149	228	65.35%	61.62%
	2016-2017	42	77	54.55%	61.21%
	2017-2018	41	74	55.41%	60.65%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	83	151	54.97%	60.93%
Analysis	The school's proficiency rate of 54.97% is 5.96 percentage points lower than the state's proficiency rate of 60.93%.				
	From the baseline years 2013-2016 rate of 65.35% the school's proficiency decreased to 55.41%, a decrease of 9.95 percentage points.				

II.B Attain Grade-level Proficiency- All Students Resident District (Faribault) Comparison					
Performance Rating	MCA-Math (Grades 3-5)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			4	4
Satisfactory	The school's combined FY 2017-FY 2022 proficiency rate exceeds the resident district average by up to 10 percentage points.			2	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students	Nerstrand Percent Proficient	Faribault Percent Proficient
	Baseline: 2013-2016	165	228	72.37%	54.84%
	2016-2017	47	78	60.26%	42.26%
	2017-2018	48	75	64.00%	39.94%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	95	153	62.09%	41.13%
Analysis	The school's proficiency rate of 62.09% is 20.96 percentage points higher than the resident district's proficiency rate of 41.13%.				
Performance Rating	MCA- Reading (Grades 3-5)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			4	4
Satisfactory	The school's combined FY 2017-FY 2022 proficiency rate exceeds the resident district average by up to 10 percentage points.			2	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students	Nerstrand Percent Proficient	Faribault Percent Proficient
	Baseline: 2013-2016	149	228	65.35%	47.83%
	2016-2017	42	77	54.55%	43.98%
	2017-2018	41	74	55.41%	42.33%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	83	151	54.97%	43.17%
Analysis	The school's proficiency rate of 54.97% is 11.80 percentage points higher than the resident district's proficiency rate of 43.17%.				

III. All Racial and Economic Achievement Gaps Between Students are Closed (As Measured by Grade Level Focus Proficiency)

III.A Attain Grade-level Proficiency- FRP Focus Group State Comparison

Performance Rating	MCA-Math (Grades 3-5)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			4	4
Satisfactory	The school's combined FY 2017-FY 2022 proficiency rate exceeds the state combined FY 2017-FY 2022 proficiency rate AND/OR the school improves its proficiency rate from the baseline years of FY 2014-FY 2016 (76.92%) by at least 10 percentage points by FY 2022.			2	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students	Nerstrand Percent Proficient	State Percent Proficient
	Baseline: 2013-2016	30	39	76.92%	49.50%
	2016-2017	9	18	50.00%	45.78%
	2017-2018	17	26	65.38%	43.77%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	26	44	59.09%	44.79%
Analysis	The school's proficiency rate of 59.09% is 14.30 percentage points higher than the state's proficiency rate of 44.79%.				
	From the baseline years 2013-2016 rate of 76.92% the school's proficiency decreased to 65.38%, a decrease of 11.54 percentage points.				
Performance Rating	MCA- Reading (Grades 3-5)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the state average.			4	2
Satisfactory	The school's combined FY 2017-FY 2022 proficiency rate exceeds the state combined FY 2017-FY 2022 proficiency rate AND/OR the school improves its proficiency rate from the baseline years of FY 2014-FY 2016 (64.10%) by at least 10 percentage points by FY 2022.			2	
Not Satisfactory	The school's proficiency rate does not exceed the state average or improve by at least 10 percentage points.			0	
Results	Year	Proficient Students	Total Students	Nerstrand Percent Proficient	State Percent Proficient
	Baseline: 2013-2016	25	39	64.10%	42.73%
	2016-2017	8	18	44.44%	42.28%
	2017-2018	12	26	46.15%	42.08%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	20	44	45.45%	42.18%
Analysis	The school's proficiency rate of 45.45% is 3.27 percentage points higher than the state's proficiency rate of 42.18%.				
	From the baseline years 2013-2016 rate of 64.10% the school's proficiency decreased to 46.15%, a decrease of 17.95 percentage points.				

III.B Attain Grade-level Proficiency- FRP Focus Group Resident District Comparison					
Performance Rating	MCA-Math (Grades 3-5)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			4	4
Satisfactory	The school's combined FY 2017-FY 2022 proficiency rate exceeds the resident district average by up to 10 percentage points.			2	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students	Nerstrand Percent Proficient	Faribault Percent Proficient
	Baseline: 2013-2016	30	39	76.92%	44.47%
	2016-2017	9	18	50.00%	33.02%
	2017-2018	17	26	65.38%	30.68%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	26	44	59.09%	31.87%
Analysis	The school's proficiency rate of 59.09% is 27.22 percentage points higher than the resident district's proficiency rate of 31.87%.				
Performance Rating	MCA- Reading (Grades 3-5)			Point Value	Points Earned
Exemplary	The school's proficiency rate is greater than 10 percentage points above the resident district average.			4	4
Satisfactory	The school's combined FY 2017-FY 2022 proficiency rate exceeds the resident district average by up to 10 percentage points.			2	
Not Satisfactory	The school's proficiency rate does not exceed the resident district average.			0	
Results	Year	Proficient Students	Total Students	Nerstrand Percent Proficient	Faribault Percent Proficient
	Baseline: 2013-2016	25	39	64.10%	38.25%
	2016-2017	8	18	44.44%	35.53%
	2017-2018	12	26	46.15%	33.59%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	20	44	45.45%	34.57%
Analysis	The school's proficiency rate of 45.45% is 10.88 percentage points higher than the resident district's proficiency rate of 34.57%.				

IV. All Students are Ready for Career and College (as Measured by Growth)					
IV.A Meet or Exceed National Growth Norms- Students Below Grade Level Making High Growth- State Comparison					
Performance Rating	MCA-Math (Grades 4-5)			Point Value	Points Earned
Exemplary	The percent of students below grade level making high growth exceeds the state by more than 10 percentage points.			2	0
Satisfactory	The school's combined FY 2017-FY 2022 percent of students below grade level making high growth exceeds the state by up to 10 percentage points.			1	
Not Satisfactory	The percent of students below grade level making high growth does not exceed the state.			0	
Results	Year	Students Below Grade Level Making High Growth	Students Below Grade Level	Nerstrand Percent of Students	State Percent of Students
	Baseline 2013-2016	7	29	24.14%	27.52%
	2016-2017	2	12	16.67%	22.96%
	2017-2018	0	16	0.00%	23.51%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	2	28	7.14%	24.66%
Analysis	The combined percent of students below grade level making high growth of 7.14% did not exceed the state average of 24.66%.				
Performance Rating	MCA-Reading (Grades 4-5)			Point Value	Points Earned
Exemplary	The percent of students below grade level making high growth exceeds the state by more than 10 percentage points.			2	1
Satisfactory	The school's combined FY 2017-FY 2022 percent of students below grade level making high growth exceeds the state by up to 10 percentage points.			1	
Not Satisfactory	The percent of students below grade level making high growth does not exceed the state.			0	
Results	Year	Students Below Grade Level Making High Growth	Students Below Grade Level	Nerstrand Percent of Students	State Percent of Students
	Baseline 2013-2016	17	51	33.33%	32.90%
	2016-2017	12	23	52.17%	31.67%
	2017-2018	5	23	21.74%	29.67%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	17	46	36.96%	31.41%
Analysis	The combined percent of students below grade level making high growth of 36.96 exceeded the state average of 31.41% by 5.55 percentage points.				

IV.B Meet or Exceed National Growth Norms- Students Below Grade Level Making High Growth- Resident District Comparison					
Performance Rating	MCA-Math (Grades 4-5)			Point Value	Points Earned
Exemplary	The percent of students below grade level making high growth exceeds the resident district by more than 10 percentage points.			2	
Satisfactory	The school's combined FY 2017-FY 2022 percent of students below grade level making high growth exceeds the resident district by up to 10 percentage points.			1	
Not Satisfactory	The percent of students below grade level making high growth does not exceed the resident district.			0	
Results	Year	Students Below Grade Level Making High Growth	Students Below Grade Level	Nerstrand Percent of Students	Faribault Percent of Students
	Baseline 2013-2016	7	29	24.14%	25.43%
	2016-2017	2	12	16.67%	19.03%
	2017-2018	0	16	0.00%	16.69%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
2016-2021	2	28	7.14%	20.38%	
Analysis	The combined percent of students below grade level making high growth of 7.14% did not exceed the resident district average of .2038%				
Performance Rating	MCA-Reading (Grades 4-5)			Point Value	Points Earned
Exemplary	The percent of students below grade level making high growth exceeds the resident district by more than 10 percentage points.			2	
Satisfactory	The school's combined FY 2017-FY 2022 percent of students below grade level making high growth exceeds the resident district by up to 10 percentage points.			1	
Not Satisfactory	The percent of students below grade level making high growth does not exceed the resident district.			0	
Results	Year	Students Below Grade Level Making High Growth	Students Below Grade Level	Nerstrand Percent of Students	Faribault Percent of Students
	Baseline 2013-2016	17	51	33.33%	30.25%
	2016-2017	12	23	52.17%	26.60%
	2017-2018	5	23	21.74%	23.81%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
2016-2021	17	46	36.96%	26.89%	
Analysis	The combined percent of students below grade level making high growth of 36.96% exceeded the resident district average of 26.89% by 10.07 percentage points.				

IV.C Meet or Exceed National Growth Norms- Students at or Above Grade Level Making Medium/High Growth- State Comparison					
Performance Rating	MCA-Math (Grades 4-5)			Point Value	Points Earned
Exemplary	The percent of students at or above grade level making medium/high growth exceeds the state by more than 10 percentage points.			2	
Satisfactory	The school's combined FY 2017-FY 2022 percent of students at or above grade level making medium/high growth exceeds the state by up to 10 percentage points.			1	
Not Satisfactory	The percent of students at or above grade level making medium/high growth does not exceed the state.			0	
Results	Year	Students At/Above Grade Level Making Medium/High Growth	Students At/Above Grade Level	Nerstrand Percent of Students	State Percent of Students
	Baseline 2013-2016	72	116	62.07%	75.78%
	2016-2017	13	38	34.21%	74.37%
	2017-2018	20	34	58.82%	73.24%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	33	72	45.83%	74.46%
Analysis	The combined percent of students at or above grade level making medium or high growth of 45.83% did not exceed the state average of 74.46%.				
Performance Rating	MCA-Reading (Grades 4-5)			Point Value	Points Earned
Exemplary	The percent of students at or above grade level making medium/high growth exceeds the state by more than 10 percentage points.			2	
Satisfactory	The school's combined FY 2017-FY 2022 percent of students at or above grade level making medium/high growth exceeds the state by up to 10 percentage points.			1	
Not Satisfactory	The percent of students at or above grade level making medium/high growth does not exceed the state.			0	
Results	Year	Students At/Above Grade Level Making Medium/High Growth	Students At/Above Grade Level	Nerstrand Percent of Students	State Percent of Students
	Baseline 2013-2016	67	95	70.53%	72.64%
	2016-2017	19	27	70.37%	73.04%
	2017-2018	18	26	69.23%	74.57%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	37	53	69.81%	73.42%
Analysis	The percent of students at or above grade level making medium or high growth of 69.81% did not exceed the state average of 73.42%.				

IV.D Meet or Exceed National Growth Norms- Students at or Above Grade Level Making Medium/High Growth- Resident District Comparison					
Performance Rating	MCA-Math (Grades 4-5)			Point Value	Points Earned
Exemplary	The percent of students at or above grade level making medium/high growth exceeds the resident district by more than 10 percentage points.			2	
Satisfactory	The school's combined FY 2017-FY 2022 percent of students at or above grade level making medium/high growth exceeds the resident district by up to 10 percentage points.			1	
Not Satisfactory	The percent of students at or above grade level making medium/high growth does not exceed the resident district.			0	
Results	Year	Students At/Above Grade Level Making Medium/High Growth	Students At/Above Grade Level	Nerstrand Percent of Students	Faribault Percent of Students
	Baseline 2013-2016	72	116	62.07%	75.43%
	2016-2017	13	38	34.21%	64.26%
	2017-2018	20	34	58.82%	63.16%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	33	72	45.83%	67.62%
Analysis	The combined percent of students at or above grade level making medium or high growth of 45.83% did not exceed the resident district average of 67.62%.				
Performance Rating	MCA-Reading (Grades 4-5)			Point Value	Points Earned
Exemplary	The percent of students at or above grade level making medium/high growth exceeds the resident district by more than 10 percentage points.			2	1
Satisfactory	The school's combined FY 2017-FY 2022 percent of students at or above grade level making medium/high growth exceeds the resident district by up to 10 percentage points.			1	
Not Satisfactory	The percent of students at or above grade level making medium/high growth does not exceed the resident district.			0	
Results	Year	Students At/Above Grade Level Making Medium/High Growth	Students At/Above Grade Level	Nerstrand Percent of Students	Faribault Percent of Students
	Baseline 2013-2016	67	95	70.53%	69.95%
	2016-2017	19	27	70.37%	73.44%
	2017-2018	18	26	69.23%	64.70%
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	37	53	69.81%	69.36%
Analysis	The percent of students at or above grade level making medium or high growth of 69.81% exceeded the resident district average of 69.36% by 0.45 percentage points.				

are the Climate Performance Indicators. They are 6.00% of the points possible.

V. The School Conditions Promote a Climate of Engagement

V.A Attendance Rates

Performance Rating	Attendance Rate (Grades K-5)	Point Value	Points Earned
Exemplary	At least 95 percent attendance rate.	2	1
Satisfactory	90-94 percent attendance rate in the combined FY 2017-FY 2022	1	
Not Satisfactory	Below 90 percent attendance rate.	0	
Results	Year	Attendance Rate	
	Baseline 2013-2016	94.86%	
	2016-2017	94.26%	
	2017-2018		
	2018-2019		
	2019-2020		
	2020-2021		
	2016-2021	94.26%	
Analysis	The 2016-2021 attendance rate is 94.26%.		

V.B Parent Satisfaction

Performance Rating	5-Point Parent Satisfaction Survey	Point Value	Points Earned		
Exemplary	More than 80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.	2	2		
Satisfactory	60-80 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school in the combined FY 2017-FY 2022.	1			
Not Satisfactory	Less than 60 percent of parents agree (4) or strongly agree (5) that they are satisfied with the school.	0			
Results	Year	Number of Parents Agreeing or Strongly Agreeing	Total Number of Parents	Parent Satisfaction Survey Percent	Percent Participation of Parent Respondents
	Baseline 2013-2016	179	184	97.28%	59.74%
	2016-2017	72	77	93.51%	74.04%
	2017-2018	86	89	96.63%	82.41%
	2018-2019			#DIV/0!	#DIV/0!
	2019-2020			#DIV/0!	#DIV/0!
	2020-2021			#DIV/0!	#DIV/0!
	2021-2022			#DIV/0!	#DIV/0!
	2016-2022	158	166	95.18%	78.30%
Analysis	The 2016-2022 combined average parent satisfaction rate is 95.18%.				

V.C Mobility					
Performance Rating	Mobility (Grades K-5)			Point Value	Points Earned
Exemplary	Fewer than 10 percent of students transfer out of school after October 1 based on most recent MDE Mobility Report data available at the MDE Data and Analytics site.			2	2
Satisfactory	10 - 15 percent of students transfer out of school after October 1 in the combined FY 2017-FY 2022.			1	
Not Satisfactory	More than 15 percent of students transfer out of school after October 1.			0	
Results	Year	Number of Transfers Out	Total Number of Students	Percent Transferring Out	
	Baseline 2013-2016	9	458	1.97%	
	2016-2017	1	153	0.65%	
	2017-2018			#DIV/0!	
	2018-2019			#DIV/0!	
	2019-2020			#DIV/0!	
	2020-2021			#DIV/0!	
	2016-2021	1	153	0.65%	
Analysis	The 2016-2021 combined average mobility rate is 0.65%.				
These are the Operational Performance Indicators. They are 20.00% of the total Performance Framework points possible.					
VI. School is Compliant with Contract and Statute					
VI.A Compliance					
Performance Rating	Compliance (2017-2022)			Point Value	Points Earned
Exemplary	No infractions.			20	20
Satisfactory	No more than three infractions AND any infraction is resolved by assigned deadline in the combined FY 2017-FY 2022.			10	
Not Satisfactory	More than three infractions or infractions not resolved by assigned deadline.			0	
Analysis	There were no documented infractions in 2017-18.				
These are the Finance Performance Indicators. They are 18.00% of the total Performance Framework points.					
VII. School is Financially Solvent/Sustainable					
VII.A Finance Awards					
Performance Rating	Awards (2021)			Point Value	Points Earned
Exemplary	NEO Stewardship Award in Finance Recipient			4	4
Satisfactory	MDE Finance Award Recipient in FY 2022			2	
Not Satisfactory	Not an MDE or NEO Finance Award Recipient			0	
Analysis	The school earned a NEO Stewardship Award in Finance in FY 2018 for FY 2017 financial reporting and the school earned an MDE FY 2018 School Finance Award for FY 2017 Financial Reporting.				

VII.B Fund Balance				
Performance Rating	Fund Balance (2021)		Point Value	Points Earned
Exemplary	Reserve is at least three months' expenditures (25%) as measured by end of year reserves.		10	10
Satisfactory	Reserve is enough to cover one full payroll as measured by end of year reserves in FY 2022.		5	
Not Satisfactory	Reserve is less than one full payroll as measured by end of year reserves.		0	
Results	Fund Balance	Expenditures	SOD Calculation	
	\$565,989	\$1,717,684	32.95%	
Analysis	The school has built a fund balance reserve of 32.95% in 2017-2018.			
VII.C Financial Audit				
Performance Rating	Financial Audit (2021)		Point Value	Points Earned
Exemplary	No findings cited in the audit.		4	4
Satisfactory	No more than one finding (nonmaterial) cited in the audit in FY 2022.		2	
Not Satisfactory	More than one finding cited in the audit.		0	
Analysis	The school had no material audit finding in 2017-2018.			

Contract Renewal and Intervention	
Each school must earn 50-70% of points possible overall and in each area to be eligible for a three-year contract renewal.	
Each school must earn more than 70% of points possible overall and at least 50% of points possible in each area to be eligible for a five-year contract renewal.	
Schools that earn less than 50% of the points possible overall or in any one area are a candidate for a nonrenewal in their final contract year or intervention in the other contract years.	

Summary and Analysis

Based on information available to date, Nerstrand Elementary School earned 72 points out of 100 points possible, 72%.

Based on information available to date, Nerstrand Elementary School is eligible for a three-year or five-year contract renewal.

Academic Performance Points Earned	29
Academic Performance Total Points Possible	56
Academic Performance Percent of Points Earned	51.79%
Academic Performance Percent of Total Framework Points	56.00%

Climate Performance Points Earned	5
Climate Performance Total Points Possible	6
Climate Performance Percent of Points Earned	83.33%
Climate Performance Percent of Total Framework Points	6.00%

Operations Performance Points Earned	20
Operations Performance Total Points Possible	20
Operations Performance Percent of Points Earned	100.00%
Operations Performance Percent of Total Framework Points	20.00%

Finance Performance Points Earned	18
Finance Performance Total Points Possible	18
Finance Performance Percent of Points Earned	100.00%
Finance Performance Percent of Total Framework Points	18.00%

Performance Framework Points Earned	72
Performance Framework Total Points Possible	100

Performance Framework Percent of Total Points	72.00%
---	--------

Financial Overview:

	2018-2019 Adopted Budget	4-30-19 YTD	Working Bud/ Outlook
Enrollment (ADM's)	150		148
Fund 01 Revenues	1,701,168	1,271,132	1,879,668
Fund 01 Expenditures	1,698,477	1,397,521	1,878,205
Net Fund 01 Income	2,691	(126,389)	1,463
Audited 6-30-18 Fund 01 Balance			565,989
Projected 6-30-19 Fund 01 Balance			567,452
* % of annual Fund 01 expenditures			30.2%

2018-2019 Income Statement/Working Budget Outlook

- On 4/12/19, Nerstrand was awarded the MDE School Finance Award for 2019
- Assumes continued enrollment at 148
- Payroll Working Budget Outlook based on prior year actual
- Changes greater than \$1k highlighted yellow
- State Special Ed Aid – 93% of eligible expenditures (94% last year) *Very important
- Teacher Salary Schedule @ 95% of prior year #656
- Non-teacher Schedule @ 100% of prior year #656
- 2% state basic formula increase in FY19
- Continues programs and spending priorities from last year
- Maintains current staffing levels while also increasing teacher compensation .5 %
- Assumes continued REAP funding
- Technology:
 - Ongoing expenses for internet/firewall/phones payment to #656, lease/maintenance payment to Jaguar, local analog phones to TDS
 - Copier lease (\$129.77/month)
 - \$10,200 annual budget for technology equip, repairs, replacements
- New revenue LTFMR - **final year of increase
 - \$34 in FY17
 - \$85 in FY18
 - \$132 in FY19
- Balance Sheet/Trial Balance Report
- Monthly Check Register
- Annual Cash Flow Projection (copy attached)

Nerstrand Elementary
2018-2019 Income Statement
For the Period Ending 4/30/19

2018-2019 Adopted Budget	4-30-19 YTD	2019 Working Budget/Outlook
-----------------------------	-------------	--------------------------------

Fd Org Pro Fin Obj/Src Crs

Enrollment ADM

150

148

Fund 1 Revenues

01 000 000 000 050 000	LOCAL: Fees from Families	8,000.00	14,695.52	14,700.00
01 000 000 000 092 000	LOCAL: Interest Income	6,000.00	4,465.52	7,500.00
01 000 000 000 096 000	LOCAL: Donations, Eagle Open	6,000.00	11,612.22	11,650.00
01 000 000 000 099 000	LOCAL: Miscellaneous Revenue	25.00	250.82	250.00
01 000 000 000 071 000	LOCAL: Third Party Billing Revenue	400.00	913.53	925.00
01 000 000 740 360 000	STATE: Spec Ed Aid (93%)	310,286.07	272,557.33	470,006.23
01 000 000 000 201 000	STATE: Endowment Aid	5,903.43	6,233.99	6,233.99
01 000 000 000 211 000	STATE: GenEd Aid (per WhatIf) 2% / 2%	1,066,931.91	855,909.63	992,329.19
01 000 000 000 211 000	STATE: Compensatory Revenue		0.00	57,028.66
01 000 000 000 211 000	STATE: EL		0.00	14,080.00
01 000 000 000 212 000	STATE: Literacy Aid	17,455.87	14,309.91	17,455.87
01 000 000 000 317 000	STATE: Facility Maintenance Revenue	19,404.00	9,627.14	19,404.00
01 000 000 348 300 000	STATE: Building Lease Aid	197,100.00	69,426.47	194,472.00
01 000 000 401 400 000	FED: Title I	11,355.62	0.00	20,632.52
01 000 000 414 400 000	FED: Title II	3,243.47	0.00	4,082.94
01 000 000 419 400 000	FED: Spec Ed-FedFlowThru	22,504.36	0.00	23,004.36
01 000 000 425 400 000	FED: CEIS	3,802.00	0.00	3,652.68
01 000 000 514 500 000	FED: REAP	22,756.00	11,130.00	22,261.00
TOTAL FUND 01 REVENUE		1,701,167.73	1,271,132.08	1,879,668.44

Fund 1 Expenditures

Payroll and benefits:

		Carry-in payroll increase		
	Teacher salary schedule (to 95% of prior year ISD#656)	24,441.00		24,441.00
	Non-teacher schedule (100% of prior year ISD#656)	2,063.00		2,063.00
	15% Health insurance premium increases	6,220.00		6,220.00
	Total payroll changes over prior year	32,724.00		32,724.00
<i>Fd Org Pro Fin Obj/Src Crs</i>				
01 005 010 000 366 000	Board Workshops/Conferences	900.00	0.00	250.00
01 005 010 000 820 000	Authorizer Fee (.015 x \$6,188 x 150)	14,201.46	14,622.00	14,700.00
01 005 050 000 305 000	EdVisions Admin Staff	95,834.00	68,120.61	96,258.00
01 005 105 000 305 000	Payroll Svc Fees, Employ Ads, Backgr Cks	20,934.00	16,675.30	20,934.00
01 005 107 000 305 000	Marketing	1,500.00	269.00	1,500.00
01 005 110 000 305 000	Business: RegionV, Audit, Legal, Consult	71,400.00	42,254.50	72,400.00
01 005 110 000 320 000	Phone, Internet, Firewall	9,500.00	2,357.87	5,500.00
01 005 110 000 329 000	Postage	1,400.00	690.94	1,400.00
01 005 110 000 401 000	Business Non-Inst Supplies	200.00	93.69	200.00
01 005 110 000 820 000	RegV, MSBA, JMC, SEMNET/e-rate	7,500.00	9,825.97	10,000.00
01 005 720 000 390 000	Health Services - paid to ISD #656	3,000.00	127.39	3,000.00
01 005 810 000 330 000	Utilities + Garbage/Recycle	41,593.15	41,135.28	49,000.00
01 005 810 000 391 000	Maint Cost Share - paid to ISD #656	47,074.57	35,136.56	50,610.00
01 005 810 000 401 000	Oper/Maint - Building Supplies	4,600.00	3,125.75	4,600.00
01 005 850 348 370 000	Facilities Lease (pd to ISD #656)	219,000.00	164,250.00	219,000.00
01 005 940 000 340 000	Property/Liability Insurance	9,886.30	9,607.52	9,886.30
01 005 950 000 910 000	Permanent Transfer to Fund 04	5,200.00	0.00	5,200.00
01 010 201 000 394 000	EdVisions Kinder Staff	58,882.00	42,041.47	59,451.00
01 010 203 000 305 000	Tech Support, Video, Interpreting	9,000.00	2,013.94	7,000.00
01 010 203 000 369 000	Field Trips, Admissions, River Bend	12,000.00	10,805.00	12,000.00
01 010 203 000 370 000	Copier Lease (\$129.77/month)	1,557.24	1,297.70	1,557.24
01 010 203 000 394 000	EdVisions General Staff/Title I	441,079.00	303,115.79	433,402.10
01 010 216 401 303 000	EdVisions Title I Staff	11,355.62	0.00	20,632.52
01 010 203 000 401 000	Elem Ed - Non-Instructional Supplies	9,000.00	3,366.88	7,000.00

unreconciled - for management use only

Nerstrand Elementary
2018-2019 Income Statement
For the Period Ending 4/30/19

					2018-2019		2019 Working
					Adopted Budget	4-30-19 YTD	Budget/Outlook
01 010 203 000 430 000	Elem Ed - Instructional Supplies	18,000.00	19,459.58	22,000.00			
01 010 203 000 460 000	Textbooks/Workbooks/InstructSoftwarePkg:	16,000.00	3,028.00	5,000.00			
01 010 203 000 461 000	Elem Ed - Standardized Tests	3,200.00	3,307.50	3,500.00			
01 010 203 000 555 000	Technology	10,200.00	9,424.63	10,200.00			
01 010 203 733 394 000	Field Trips - Transportation	3,750.00	3,514.25	4,250.00			
01 010 203 000 394 150	EdVisions Teacher Subs	15,000.00	7,410.41	17,000.00			
01 010 204 514 303 000	EdVisions REAP CSR	22,756.00	11,130.00	22,261.00			
01 010 216 401 430 000	Title I homeless supplies	0.00	0.00	0.00			
01 010 240 000 394 000	EdVisions PhysEd Staff (allocated at EOY)	24,355.00	34,878.90	24,887.00			
01 010 240 000 430 000	PhysEd/Health Instructional Supplies	1,000.00	389.14	1,000.00			
01 010 258 000 394 000	EdVisions Music Staff	54,897.00	36,354.84	54,628.00			
01 010 258 000 430 000	Music Supplies	1,500.00	1,114.45	1,500.00			
01 010 420 419 303 000	FED: SpEd SubCont < \$25k, SpEd Director	15,500.00	16,000.00	16,000.00			
01 010 420 419 366 000	FED: SpEd Prof Development	2,434.36	1,198.00	2,434.36			
01 010 420 419 401 000	FED: SpEd Supplies	1,500.00	742.84	1,000.00			
01 010 420 419 405 000	FED: SpEd Forms Software	1,090.00	1,392.95	1,590.00			
01 010 420 419 433 000	FED: SpEd Materials	1,980.00	0.00	980.00			
01 010 420 419 465 000	FED: SpEd Non-instruct Tech Devices	0.00	490.49	1,000.00			
01 010 401 740 394 000	Speech Lang - Contract Fees	28,000.00	78,755.00	86,000.00			
01 010 407 740 396 000	EdVisions SpEd LD Staff - wages	61,986.07	47,762.04	61,986.07			
01 010 407 740 397 000	EdVisions SpEd LD Staff - benefits	10,466.97	8,787.75	10,466.97			
01 010 408 740 394 000	EBD - Contract Fees	4,600.00	0.00	0.00			
01 010 408 740 396 000	EdVisions SpEd EBD Staff - wages	20,371.68	38,819.41	45,000.00			
01 010 408 740 397 000	EdVisions SpEd EBD Staff - benefits	0.00	9,564.78	11,000.00			
01 010 412 740 394 000	Dev Delay - Contract Fees	0.00	20,996.50	24,000.00			
01 010 420 740 394 000	SpEd Contracted Srvcs: Psych, PT, Dape,	23,000.00	49,495.00	55,000.00			
01 010 420 740 396 000	EdVisions General SpEd Staff - wages	132,000.00	133,889.15	160,000.00			
01 010 420 740 397 000	EdVisions General SpEd Staff - benefits	46,430.00	31,004.53	46,430.00			
01 010 420 740 433 000	SpEd General Individ Instr Supplies	2,000.00	2,588.16	3,000.00			
01 005 760 723 360 000	SpEd Summer ESY bus	1,236.84	1,336.60	2,500.00			
01 010 400 372 305 000	Third Party Billing Fees	400.00	0.00	925.00			
01 010 422 425 303 000	EdVisions CEIS Staff	3,802.00	0.00	3,652.68			
01 010 605 000 394 000	EdVisions Program Support Staff	62,280.00	47,690.92	63,450.00			
01 010 204 414 366 000	Professional Development - Title II	3,243.47	0.00	4,082.94			
01 010 640 000 366 000	Professional Development - General	8,900.00	6,061.81	6,000.00			

TOTAL FUND 01 EXPENSES	1,698,476.72	1,397,520.79	1,878,205.18
Net Fund 01 Income	2,691.00	(126,388.71)	1,463.26
Beginning of Year Fund 1 Balance			565,989
End of Year Fund 1 Balance			567,452
% of annual expenditures			30.21%

Fd Org Pro Fin ObjSrc Crs

Fund 4 Revenues

04 000 000 000 050 000	Comm Ed - Fees	7,000.00	4,717.05	6,000.00
04 000 000 000 649 000	Permanent Transfer from Fund 1	5,200.00	0.00	5,200.00
		12,200.00	4,717.05	11,200.00

Fund 4 Expenditures

04 005 570 000 320 000	Regal Eagles Phone	200.00	109.87	200.00
04 005 570 000 394 000	Regal Eagles Staff (allocated at EOY)	11,500.00	8,593.46	10,500.00
04 005 570 000 401 000	Regal Eagles Supplies	500.00	192.07	500.00
		12,200.00	8,895.40	11,200.00

Audited 6-30-18 Fund 4 Balance 0.00

Projected 6-30-19 Fund 4 Balance	0.00
----------------------------------	------

unreconciled - for management use only

Nerstrand Charter School #4055
Trial Balance Summary Report

Periods: 201910 To: 201910

Account		Fin		Sub		Starting Balance		Credits		Ending Balance	
Comp L	Fd Org Pro Crs	Fin	O/S Ty	Description	Fin Code Class	Sub Class	Starting Balance	Debits	Credits	Ending Balance	
4055	B 01 101 000	B	100	F Cash & Cash Equiv	B 100	00	78,325.41	0.00	0.00	78,325.41	
4055	B 01 101 002	B	100	F Liquid Asset Account	B 100	00	213,658.94	124,720.04	168,682.93	169,696.05	
4055	B 01 101 003	B	100	F Lake Country Community Ba	B 100	00	(8,266.35)	670.15	416.76	(8,012.96)	
4055	B 01 104 000	B	100	F Investments	B 100	00	200,000.00	0.00	0.00	200,000.00	
4055	B 01 115 001	B	100	F Payroll Data (Ed Visions)	B 100	00	0.13	0.00	0.00	0.13	
4055	B 01 206 000	B	200	F Other Accts Payable	B 200	00	0.00	63,318.58	63,318.58	0.00	
4055	B 01 422 000	B	400	F Unassigned Fund Balance	B 400	00	(565,989.48)	0.00	0.00	(565,989.48)	
4055	B 04 101 000	B	100	F LAF - Cash & Cash Equiv	B 100	00	(53,158.20)	0.00	1,029.08	(54,187.28)	
4055	B 04 101 002	B	100	F Cash & Cash Equiv	B 100	00	5,825.08	0.00	0.00	5,825.08	
4055	B 04 101 003	B	100	F LCCB Cash & Cash Equiv	B 100	00	43,070.85	1,113.00	0.00	44,183.85	
4055	B 98 143 000	B	100	F Equipment	B 100	00	121,226.67	0.00	0.00	121,226.67	
4055	B 98 430 000	B	400	F Invest. Fixed Assets	B 400	00	(121,226.67)	0.00	0.00	(121,226.67)	
Report Total:							(\$86,533.62)	\$189,821.77	\$233,447.35	(\$130,159.20)	

Nerstrand Charter School #4055 Detail Payment Register By Check No.

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
4055	LAF	1312014580	1023		COMMUNITY CO-OP OIL ASSN		Check	
			E 01	005	810 000 000 330	Utility Services		\$1,487.21
PO#:		Voucher #:	6152	Invoice	Invoice No: Act#632625	4/8/2019	Paid Amt:	\$1,487.21
							Check Amount:	\$1,487.21
4055	LAF	1312014581	1351		FLOM DISPOSAL SERVICE		Check	
			E 01	005	810 000 000 330	Utility Services		\$272.78
PO#:		Voucher #:	6149	Invoice	Invoice No: Act#3964	4/8/2019	Paid Amt:	\$272.78
							Check Amount:	\$272.78
4055	LAF	1312014582	1133		INDEPENDENT SCHOOL DIST # 656		Check	
			E 01	005	850 000 348 370	March lease		\$18,250.00
			E 01	005	810 000 000 391	March custodial		\$4,037.31
PO#:		Voucher #:	6153	Invoice	Invoice No: 38069	4/8/2019	Paid Amt:	\$22,287.31
							Check Amount:	\$22,287.31
4055	LAF	1312014583	1534		JAGUAR COMMUNICATIONS		Check	
			E 01	005	110 000 000 320	Phone		\$119.50
PO#:		Voucher #:	6144	Invoice	Invoice No: Act#69828	4/8/2019	Paid Amt:	\$119.50
							Check Amount:	\$119.50
4055	LAF	1312014584	1111		JMC COMPUTER SERVICE, INC.		Check	
			E 01	005	110 000 000 820	FY19 State reporting module		\$1,946.00
PO#:		Voucher #:	6157	Invoice	Invoice No: 1622	4/8/2019	Paid Amt:	\$1,946.00
							Check Amount:	\$1,946.00
4055	LAF	1312014585	1555		KRISTIN FISCHER		Check	
			E 01	010	401 000 740 394	\$90/hr		\$4,612.50
PO#:		Voucher #:	6155	Invoice	Invoice No: 3/11 - 3/28/19	4/8/2019	Paid Amt:	\$4,612.50
							Check Amount:	\$4,612.50
4055	LAF	1312014586	1597		LAURIE HOUGEN-EITZMAN		Check	
			E 01	010	203 000 000 401	Tudor appreciation		\$16.99
PO#:		Voucher #:	6154	Invoice	Invoice No: 3/28/19	4/8/2019	Paid Amt:	\$16.99
							Check Amount:	\$16.99
4055	LAF	1312014587	1377		MICHELLE FLANNERY		Check	
			E 01	010	420 000 740 394	\$85/hr		\$3,357.50
PO#:		Voucher #:	6150	Invoice	Invoice No: March 2019	4/8/2019	Paid Amt:	\$3,357.50
							Check Amount:	\$3,357.50
4055	LAF	1312014588	1492		ON THE MOVE - THERAPY SERVICES		Check	
			E 01	010	420 000 740 394	\$99/hr		\$1,089.00
PO#:		Voucher #:	6156	Invoice	Invoice No: 1603	4/8/2019	Paid Amt:	\$1,089.00
							Check Amount:	\$1,089.00

Nerstrand Charter School #4055 Detail Payment Register By Check No.

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
4055	LAF	1312014589	1064		QUILL CORPORATION		Check
			E 01 010 203 000 000 430		toner		
			6143	Invoice	Invoice No: 6213756	4/8/2019	Paid Amt: \$383.98
							Check Amount: \$383.98
4055	LAF	1312014590	1064		QUILL CORPORATION		Check
			E 01 010 203 000 000 430		paper		
			6148	Invoice	Invoice No: 6147647	4/8/2019	Paid Amt: \$50.28
							Check Amount: \$50.28
4055	LAF	1312014591	1005		REGION V COMPUTER SERVICES		Check
			E 01 005 110 000 000 820		4th Qtr membership		
			E 01 005 110 000 000 305		(3) bank recs		
			6142	Invoice	Invoice No: 12574	4/8/2019	Paid Amt: \$1,052.00
							Check Amount: \$1,052.00
4055	LAF	1312014592	1131		SCHOOL SPECIALTY INC.		Check
			E 01 010 203 000 000 430		(30) headphones		
			6146	Invoice	Invoice No: 208122615094	4/8/2019	Paid Amt: \$315.60
							Check Amount: \$315.60
4055	LAF	1312014593	1367		SEAN HAYFORD OLEARY DESIGN, LLC		Check
			E 01 010 203 000 000 305		Elem non-student Consulting		
			6151	Invoice	Invoice No: 1175	4/8/2019	Paid Amt: \$67.50
							Check Amount: \$67.50
4055	LAF	1312014594	1561		STUDENT-CENTERED SERVICES, LLC		Check
			E 01 010 412 000 740 394		2/17 - 2/26 @ \$90/hr		
			6145	Invoice	Invoice No: 1061	4/8/2019	Paid Amt: \$1,552.23
							Check Amount: \$1,552.23
4055	LAF	1312014595	1017		XCELENERGY		Check
			E 01 005 810 000 000 330		Utility Services		
			6147	Invoice	Invoice No: Act#51-6189166-3	4/8/2019	Paid Amt: \$1,121.21
							Check Amount: \$1,121.21
4055	LAF	1312014596	1555		KRISTIN FISCHER		Check
			E 01 010 401 000 740 394		\$90/hr 4/1 - 4/10/19		
			6160	Invoice	Invoice No: 15	4/15/2019	Paid Amt: \$4,770.00
							Check Amount: \$4,770.00
4055	LAF	1312014597	1492		ON THE MOVE - THERAPY SERVICES		Check
			E 01 010 420 000 740 394		\$99/hr 3/26 - 4/12/19		
			6161	Invoice	Invoice No: 1613	4/15/2019	Paid Amt: \$4,133.25
							Check Amount: \$4,133.25

Nerstrand Charter School #4055 Detail Payment Register By Check No.

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
4055	LAF	1312014598	1427	E 01 010 640 000 000 366	REGENTS OF THE UNIVERSITY OF MINNESOTA	4/15/2019	Check
					Deb Peterson 2/19 9-noon		
		PO#:	Voucher #:	6158	Invoice No: 0290047095		Paid Amt: \$750.00
							Check Amount: \$750.00
4055	LAF	1312014599	1561	E 01 010 412 000 740 394	STUDENT-CENTERED SERVICES, LLC	4/15/2019	Check
					\$90/hr 3/4 - 3/14/19		
		PO#:	Voucher #:	6159	Invoice No: 1064		Paid Amt: \$3,374.56
							Check Amount: \$3,374.56
4055	LAF	1312014600	1336	E 01 005 110 000 000 320	TDS	4/15/2019	Check
					Phone		
		PO#:	Voucher #:	6162	Invoice No: Act#507-334-9656		Paid Amt: \$118.10
							Check Amount: \$118.10
4055	LAF	1312014601	1006	E 01 005 810 000 000 330	CITY OF NERSTRAND	4/26/2019	Check
					Utility Services		
		PO#:	Voucher #:	6163	Invoice No: Nerstrand		Paid Amt: \$30.50
							Check Amount: \$30.50
4055	LAF	1312014602	1264	E 01 005 810 000 000 401	HILLYARD / HUTCHINSON	4/26/2019	Check
					Sup/Mat Non-Inst.		
		PO#:	Voucher #:	6165	Invoice No: 603405288		Paid Amt: \$650.79
							Check Amount: \$650.79
4055	LAF	1312014603	1264	E 01 005 810 000 000 401	HILLYARD / HUTCHINSON	4/26/2019	Check
					Sup/Mat Non-Inst.		
		PO#:	Voucher #:	6172	Invoice No: 603408457		Paid Amt: \$24.70
							Check Amount: \$24.70
4055	LAF	1312014604	1555	E 01 010 401 000 740 394	KRISTIN FISCHER	4/26/2019	Check
					4/15 - 4/25 \$90/hr		
		PO#:	Voucher #:	6169	Invoice No: 16		Paid Amt: \$4,905.00
							Check Amount: \$4,905.00
4055	LAF	1312014605	1051	E 01 010 203 000 000 430	LARRY RICHIE	4/26/2019	Check
					Sup/Mat N-Indiv Inst		
		PO#:	Voucher #:	6170	Invoice No: 4/26/19		Paid Amt: \$13.99
							Check Amount: \$13.99
4055	LAF	1312014606	1574	E 01 010 203 000 000 370	MARCO	4/26/2019	Check
					Copier Lease		
					Sup/Mat N-Indiv Inst		
					Postage & Parcel Svc		
		PO#:	Voucher #:	6166	Invoice No: 24592421		Paid Amt: \$129.77
							\$179.21
							\$13.50
							Check Amount: \$322.48

Nerstrand Charter School #4055
Detail Payment Register By Check No.

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type
4055	LAF	1312014607	1364		NOVATION EDUCATION OPPORTUNITIES		Check
			E 01 005 010 000 000 820		Final FY20		
		PO#:	Voucher #:	6171	Invoice No: 1101	4/26/2019	Paid Amt: \$3,309.79
							Check Amount: \$3,309.79
4055	LAF	1312014608	1064		QUILL CORPORATION		Check
			E 01 010 203 000 000 430		tempera		
		PO#:	Voucher #:	6167	Invoice No: 6635073	4/26/2019	Paid Amt: \$35.99
							Check Amount: \$35.99
4055	LAF	1312014609	1064		QUILL CORPORATION		Check
			E 01 010 203 000 000 401		folders		
		PO#:	Voucher #:	6173	Invoice No: 6617657	4/26/2019	Paid Amt: \$49.96
							Check Amount: \$49.96
4055	LAF	1312014610	1064		QUILL CORPORATION		Check
			E 01 010 203 000 000 430		toner		
		PO#:	Voucher #:	6174	Invoice No: 6617952	4/26/2019	Paid Amt: \$219.98
							Check Amount: \$219.98
4055	LAF	1312014611	1064		QUILL CORPORATION		Check
			E 01 010 203 000 000 430		paints		
		PO#:	Voucher #:	6175	Invoice No: 6584291	4/26/2019	Paid Amt: \$23.97
							Check Amount: \$23.97
4055	LAF	1312014612	1064		QUILL CORPORATION		Check
			E 01 010 203 000 000 401		cups		
		PO#:	Voucher #:	6176	Invoice No: 6672235	4/26/2019	Paid Amt: \$48.09
							Check Amount: \$48.09
4055	LAF	1312014613	1427		REGENTS OF THE UNIVERSITY OF MINNESOTA		Check
			E 01 010 203 000 000 430		2019 Press Intervention Manual		
		PO#:	Voucher #:	6168	Invoice No: 0290047456	4/26/2019	Paid Amt: \$190.08
							Check Amount: \$190.08
4055	LAF	1312014614	1132		SOUTHEAST SERVICE COOP		Check
			E 01 010 640 000 000 366		Maggie		
		PO#:	Voucher #:	6164	Invoice No: 104176	4/26/2019	Paid Amt: \$199.00
							Check Amount: \$199.00
4055	LCCB		1111		JMC COMPUTER SERVICE, INC.		Wire
			E 01 010 640 000 000 366		StaffDev - Travel+Conferences		
		PO#:	Voucher #:	6179	Invoice No: 4/8/19	4/26/2019	Paid Amt: \$60.00
							Check Amount: \$60.00

Nerstrand Charter School #4055
Detail Payment Register By Check No.

Co	Bank	Check No	Code	Rcd	Vendor	Pmt/Void Date	Pmt Type	
4055	LCCB	1187	E 01 010 203 000 000 430	Invoice	AMAZON.COM markers	4/26/2019	Wire	
		PO#:	6180	Invoice No: 4/17/19			Paid Amt: \$36.82	
							Check Amount: \$36.82	
4055	LCCB	1187	E 01 010 203 000 000 430	Invoice	AMAZON.COM legos	4/26/2019	Wire	
		PO#:	6182	Invoice No: 4/29/19			Paid Amt: \$81.58	
							Check Amount: \$81.58	
4055	LCCB	1400	E 01 010 420 000 740 433	Invoice	APPLE ITUNES Handwrite w/o tears ap	4/26/2019	Wire	
		PO#:	6177	Invoice No: 4/1/19			Paid Amt: \$5.36	
							Check Amount: \$5.36	
4055	LCCB	1465	E 01 010 420 000 740 433	Invoice	WPS CASL-2 eval	4/26/2019	Wire	
		PO#:	6178	Invoice No: 4/3/19			Paid Amt: \$55.00	
							Check Amount: \$55.00	
4055	LCCB	1480	E 01 010 420 000 419 366	Invoice	EVENTBRITE Jan and Nicky	4/26/2019	Wire	
		PO#:	6181	Invoice No: 4/29/19			Paid Amt: \$178.00	
							Check Amount: \$178.00	
							Report Total:	\$63,318.58

Nerstrand Elementary School
2018-2019
Estimated Cash Flow Projection
Assumes 10% Holdback

	Total Est. Cash Receipts	Total Est. Cash Disbursements	Estimated * Cash Balance
2018			373,545
			7/1/18 Beginning Balance
July	119,107	47,652	445,000
August	119,107	86,000	527,746
PY	49,639		
Sept	131,576	157,703	559,850
PY	58,231		
Oct	131,576	157,703	572,156
PY	38,433		
Nov	131,576	157,703	546,029
Dec	131,576	157,703	519,902
2019			
Jan	131,576	157,703	498,301
PY	4,526		
Feb	131,576	157,703	472,174
March	131,576	157,703	446,047
April	131,576	157,703	419,920
May	131,576	157,703	402,355
PY	8,562		
June	131,576	157,703	376,228

1,713,365	1,710,682
1,713,368	1,710,677
3	-5
0	-1

* assumes same 6-30-19 misc payables as prior year

Novation Education Opportunities

Charter School Board Meeting Observation Form

School: Nerstrand Charter School

School: Meeting Type Regular X

Start Time: 3:29 pm **End Time:** 4:50 pm **Date of Observation:** April 8, 2019 **Observer:** Jean M. Neuman

Board members in attendance: Paula Shroyer, Morgan Welborn, Alicia Wasilowski, Matthew Keseley, Board Chair, Sarah Stensrud, Andrew Lubinski, Rich Bailey (7 of 7 members present) **Staff/public in attendance** (include ex. officio members) Maggie Kiley, Director, Barb Grote, Secretary, Keith Johnson, Finance director.

Codes: **Yes (Y)** – There is clear evidence that the indicator exists. **Emerging (EM)** - There is some evidence of the indicator, but improvement is recommended. **No (N)**–The indicator was not observed. **Not Applicable (NA)** - The indicator was not observed at this meeting, but over the course of year it is expected to be.

Compliance Indicators		Evidence/Comments
<i>Open Meeting Law (violations result in written infraction)</i>		Code
Meeting is open to the public (board meeting time and location are published).	Y	Board meeting time and location is publicly posted on the website and within the school. A set of board materials was available at the meeting. A link to the agenda was on the website. Meeting is conducted with a quorum present. Minutes for approval include record of votes, and if vote involved appropriation of money, votes of each member were recorded. Up to date minutes are posted on the school’s website. There were no observed violations of board bylaws.
At least one complete set of printed board materials is available for public inspection.	Y	
Meeting is conducted only with a quorum present (more than half of the board members).	Y	
Meeting is not conducted by phone or web unless it meets MN Stat 13D conditions.	Y	
If a special or emergency meeting, meeting is conducted in accordance with MN Stat13D.	NA	
If closed, meeting is closed in accordance with MN Stat 13D.	NA	
Votes are recorded in minutes and made accessible in accordance with MN Stat 13D- the vote of each member must be recorded on each appropriation of money, except for payments of judgments, claims, and amounts fixed by statute.	Y	
Meeting is conducted in accordance with the board's bylaws.	Y	
Continuous Improvement Indicators		Evidence/Comments
<i>Board Meeting Organization</i>		Code
Meeting is called to order on time.	Y	The meeting was started on time. The board followed an agenda after approving it with one addition. All items discussed had appropriate materials available for board members and public to reference. The board used Roberts Rules.
An agenda is followed, after board approval.	Y	
Appropriate materials are available to accompany agenda items.	Y	
An orderly methodology guides the running of the meeting (e.g. Roberts Rules).	Y	
Continuous Improvement Indicators		Evidence/Comments
<i>Board Meeting Atmosphere</i>		Code
Board members are on time.	Y	All board members were on time. Board minutes for approval and board conduct at the meeting were highly professional. Board members appeared prepared. Board members received board materials at least three days in advance.
Board member conduct and meeting minutes are professional.	Y	
Board members receive materials 3-5 days in advance and appear prepared.	Y	
<i>Board Agenda</i>		Code
Agenda is posted ahead, for example on the web or wall.	Y	The board agenda is easy to follow and posted so that the public has notice of the board business at hand. No potential conflict of interest was observed. Discussion included some student performance. The board reviewed a complete set of financials. The accountant, Keith Johnson, presented financials.
If used, a consent agenda is properly executed.	Y	
The board explicitly verifies that there are no conflicts of interest with any agenda items.	Y	
The agenda contains an item(s) on student performance (board reviews the school's academic performance).	Y	

Novation Education Opportunities

Charter School Board Meeting Observation Form

Board Agenda Continued		The financials included actual ADM compared to the budgeted, check and electronic transactions, cash flow modeled over the year, and actual revenue and expenditures compared to budgeted. There was an opportunity for public comment. NEO advisor praised the commitment of all members & the school’s finances. A proposed budget was shared and adopted for next year.
The agenda contains an item(s) for board review of the school's finances.	Y	
Finance reports tie budgeted Pupil Units/ADM to actual.	Y	
Finance reports include check register, cash flow, & budget to actual.	Y	
The agenda includes an item for public comment and the board has a clear process in place to respond to the public comment.	Y	
Continuous Improvement Indicators		Evidence/Comments
Board Capacity		The mission and vision were read and referenced throughout the meeting. The board/school leadership referenced the contract goals and provided an update on performance by acknowledging student work and the use of PRESS (reading intervention) materials. (The school no longer uses NWEA) The director’s report was thorough. April highlights included the MCA testing with all students using chrome books. Next years’ director domain focus was discussed. The board leverages a few committees and committee reports that are clear. The finance committee met prior to the board meeting. The board reviewed policies as part of a cycle of review. (Staff leave policy) Most board discussion appeared to remain at strategic level of governance rather than micromanaging. No vendors were present. The board reflected on its own performance via the monthly schedule.
The board has the expertise and the materials necessary to provide oversight of academic, financial and governance performance (see board member bios/resumes).	Y	
The mission and vision guide decision-making.	Y	
The board monitors and evaluates school progress- references the strategic plan, continuous improvement plan, and goals (new schools- readiness to open checklist).	Y	
The board leverages committees to engage board and community members in accomplishing board work and the committee reports are thorough and understandable.	Y	
The board regularly develops and reviews procedures and policies.	Y	
The board addresses general operation concerns without micromanaging.	Y	
Vendors and other experts if consulted, provide appropriate information to the board.	Y	
The board evaluates the school leadership.	Y	
The board evidences continuous improvement (uses feedback to improve work) and monitors board development and completion of training requirements on an ongoing basis.	Y	

Narrative Section on Board Observation

This board observation form is electronically delivered to the director and the chair within 2 days of the board meeting.

Notes: Observations and Questions:
 148 students are presently enrolled with expected enrollment of 150 for the fall. There continues to be a strong fund balance. The director talked about her goal of quality professional development for all staff. Teachers used the book “Teacher Efficacy” for PD reflection. The board approved: the 2019-2020 school calendar, & FY20 compensation schedules.
 The boards focus on reviewing their monthly schedule at each meeting keeps them on a timely track. KUDOS.
 There was discussion on the state’s position on snow days and the e-learning process and its effect on next years’ school days.

Items to Share with Other Schools:
 The board continues to use their ongoing monthly schedule to guide their work and is an example to others.
 The school director also aligns her report to her expected outcomes and eventual evaluation. Therefore, there is an item on the director’s evaluation (with evidence) at each board meeting.

SERVICE AGREEMENT

Contracted Occupational Therapy Services

This Service Agreement ("Agreement") is made effective as of April 15th, 2019 by and between On The Move – Therapy Services, LLC ("Provider") and Nerstrand Elementary School ("Client").

RECITALS

- A. Provider is a provider of occupational therapy consultation, evaluation, and therapeutic services to students.
- B. Client wishes to enter into this Agreement to retain Provider to provide some or all of such services to Client's students under their Individual Educational Program ("IEP") for the 2019-2020 school year.

AGREEMENT

Therefore, in consideration of the terms, conditions, and agreements set forth herein, the sufficiency and form of which are expressly acknowledged by the parties hereto, the parties hereto agree as follows:

1. **Term of Agreement.** This Agreement shall commence from the effective date of this Agreement and continue until the end of the school year (June 15, 2020), unless earlier terminated pursuant to Section 6 below.
2. **Duties and Responsibilities of Provider.** Provider agrees to provide occupational therapy consultation, evaluation, and/or therapeutic services for certain of Client's students during the term of this Agreement in accordance with standards and ethical principles established by National Board Certification of Occupational Therapy and Minnesota Occupational Therapy Association. Provider shall perform such services at those times and schedules as are reasonably requested with sufficient advance notice by Client, from time to time during the term as scheduled and agreed to by Provider and Client using those therapeutic and evaluation procedures set forth in Exhibit A (which is incorporated herein by reference).
3. **Compensation; Expenses.** Client will pay Provider fees for each Client student to whom Provider renders services or treatment according to the fee schedule attached hereto as Exhibit B. Fee schedules are at a fixed rate for the term of this Agreement. Provider shall bill Client on at least a monthly basis for services performed. Client must pay all invoices within 30 days of the date of invoice. Any late payment shall be subject to a charge of the lesser of: (i) 1.5% per month on all amounts overdue; or (ii) the maximum amount permitted under applicable law. Client shall reimburse Provider for the cost of any background checks or similar matters required by Client.
4. **Licenses and Certification.** Provider will secure all licenses required by law to perform its services under this Agreement at its expense prior to undertaking any work on Client's behalf. Provider will perform its services using one or more Minnesota state registered occupational therapists.
5. **Location of Work.** Provider will perform all direct interactions with Client's students at the school, located at 205 S. 2nd Street Nerstrand, MN 55053.

6. **Termination.** If either party materially breaches this Agreement (Client's failure to pay amounts owed to Provider when due shall be deemed a material breach), the non-breaching party may give written notice of such breach after which the breaching party shall have 30 days to cure such breach. If the breaching party does not cure the breach within such 30 day period, the non-breaching party may terminate this Agreement immediately upon written notice of such termination to the breaching party.
7. **Default; Remedies.** In addition to the rights under Section 6, in the event of a default or breach of this Agreement by either party, the other party shall be entitled to all remedies available in law and in equity. The failure of either party to act on a default or breach of this Agreement by the other shall not be deemed a waiver of such default or breach. In the event of a default or breach, the prevailing party shall be entitled to recover all of its expenses incurred in enforcing its rights and claims, including reasonable attorneys' fees and costs, in addition to any monetary recovery or other relief.
8. **Limitation of Liability.** IF PROVIDER OR ANY OF ITS RESPECTIVE OFFICERS, MANAGERS, GOVERNORS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR OWNERS IS EVER LIABLE TO CLIENT FOR ONE OR MORE BREACHES, DISPUTES, CONTROVERSIES OR CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER (WHETHER ANY SUCH BREACH, DISPUTE, CONTROVERSY OR CLAIM IS BASED UPON CONTRACT, TORT, STATUTE, EQUITY OR ANY OTHER LEGAL THEORY), EXCEPT FOR CLAIMS FOR GROSS NEGLIGENCE OR INTENTIONAL/WILLFUL MISCONDUCT, THEN, (I) THE CUMULATIVE AMOUNT OF ALL DAMAGES AND PENALTIES, IF ANY, RECOVERABLE FOR ALL SUCH BREACHES, DISPUTES, CONTROVERSIES AND CLAIMS WILL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF THE FEES PAID BY CLIENT UNDER THIS AGREEMENT, (II) RECOVERY OF SUCH AMOUNT AS LIMITED HEREBY WILL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND (III) CLIENT RELEASES PROVIDER AND ITS RESPECTIVE OFFICERS, MANAGERS, GOVERNORS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR OWNERS FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT.
9. **Independent Contractor.** Provider is at all times an independent contractor to Client in the performance of its duties under this Agreement. Provider will, therefore, be responsible for the payment of all federal, state and local taxes rising out of or related to Provider's work for Client. Provider will maintain professional liability insurance in the coverage amount of \$1 million and will present Client with evidence of such insurance coverage if requested. Provider will also provide background checks if requested.

Provider may use one or more subcontractors to perform the services hereunder (such subcontractors shall be subject to the licensing and professional requirements set forth in Sections 2 and 4 of this Agreement). Regardless of whether Provider provides the services directly or through subcontractors, all communications regarding this Agreement and payments under this Agreement shall be by and between Provider and Client only.

Provider is free to contract with and provide services to other clients and patrons, as long as the performance of such services to such other clients and patrons does not prevent Provider's performance under this Agreement.

10. **Arbitration.** In the event of any dispute or claim arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best effort to settle such dispute or claim. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes and claims shall be finally settled by arbitration administered by the American Arbitration Association in accordance

with its provisions of its Commercial Arbitration Rules. The parties agree that arbitration shall be the sole and final method of resolving any disputes or claims, that the award (if any) entered by the arbitrator or arbitrators shall be final and binding on the parties, and that any such award shall be specifically enforceable in any court having jurisdiction (and such award may be entered in any court having jurisdiction).

11. **Governing Law.** This Agreement and the performance of services hereunder will be governed by the laws of the State of Minnesota without regard to its choice of law rules or principles of comity.
12. **Assignment.** Neither party may assign, delegate or otherwise transfer this Agreement without the written consent of the other party, except that Provider may assign, delegate, and transfer as part of a sale of all or substantially all of its business (including by sale of all or substantially all of its assets).
13. **Force Majeure.** If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulations, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of the party required to perform, the party so affected upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, restriction or interference (provided that in no event shall a failure to make payment due under this Agreement be deemed excused). The party so affected shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.
14. **Entire Agreement.** This Agreement contains the complete agreement of the parties and supersedes any and all other agreements, understandings and representations by and between the parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 20__.

PROVIDER:

CLIENT:

ON THE MOVE – THERAPY SERVICES, LLC

Nerstrand Elementary School

By: Allison J. Egner

By: _____

Allison J. Egner

(Signature)

Its: President
PO Box 22428
Eagan, MN 55122
612.803.5338

Its: _____
(Title)

EXHIBIT A

Therapeutic/Evaluation Procedures

Therapeutic/Evaluation Procedures:

Therapeutic services will be provided according to the number of minutes and days recorded on the student's IEP.

- A. Evaluations or IEP cases will not be initiated prior to written parent/guardian permission, to be obtained by Client. Provider requires a copy of such documentation for assessments, reassessment, screenings, observations, and therapy initiation.**
- B. Provider will provide all reports in Provider's format; Client will be responsible for entering these reports into the students' records under Client's system.**
- C. Provider will try to attend case meetings upon receipt of timely notification, schedule permitting.**
- D. Client understands that situations may arise where Provider will have to cancel sessions. In the event of a cancellation caused by Provider, attempts will be made to reschedule any missed appointments and Client will not be billed for a missed session. Client will be billed according to the fee schedule for any sessions thereafter rescheduled.**
- E. Any educational data produced, including assessment protocols, as a result of working with a student shall be released to the school to be included in the student's file at the school's request.**

EXHIBIT B

Compensation

1. Client agrees to pay Provider as follows:

\$100 per hour for the following services:

Therapy:

i. direct and indirect therapy services – as stated on the IEP

Evaluation:

ii. evaluations (including administrating tests, interviewing staff, observations of student and report writing)

Consultation:

iii. consultation/training of staff

iv. meetings, phone calls, emails with staff and/or parents

v. prep time for services

vi. paperwork related to therapy services (IEP writing, daily notes, progress notes)

vii. travel time to the location

2. A 3 hour minimum will apply per visit.

3. Supplies:

Provider will supply all evaluation materials and general therapy supplies/equipment to be used during therapy time (as determined necessary at Provider's sole discretion). If supplies/equipment is recommended for student, Client will pay for supplies/equipment and it will remain property of Client.

SERVICE AGREEMENT

Contracted Occupational Therapy Services

This Service Agreement ("Agreement") is made effective as of May 9th, 2019 by and between On The Move – Therapy Services, LLC ("Provider") and Nerstrand Elementary School ("Client").

RECITALS

- A. Provider is a provider of occupational therapy consultation, evaluation, and therapeutic services to students.
- B. Client wishes to enter into this Agreement to retain Provider to provide some or all of such services to Client's students under their Individual Educational Program ("IEP") for the 2019 summer school extended year programming.

AGREEMENT

Therefore, in consideration of the terms, conditions, and agreements set forth herein, the sufficiency and form of which are expressly acknowledged by the parties hereto, the parties hereto agree as follows:

1. **Term of Agreement.** This Agreement shall commence from the effective date of this Agreement and continue until the end of the school year (August 15th, 2019), unless earlier terminated pursuant to Section 6 below.
2. **Duties and Responsibilities of Provider.** Provider agrees to provide occupational therapy consultation, evaluation, and/or therapeutic services for certain of Client's students during the term of this Agreement in accordance with standards and ethical principles established by National Board Certification of Occupational Therapy and Minnesota Occupational Therapy Association. Provider shall perform such services at those times and schedules as are reasonably requested with sufficient advance notice by Client, from time to time during the term as scheduled and agreed to by Provider and Client using those therapeutic and evaluation procedures set forth in Exhibit A (which is incorporated herein by reference).
3. **Compensation; Expenses.** Client will pay Provider fees for each Client student to whom Provider renders services or treatment according to the fee schedule attached hereto as Exhibit B. Fee schedules are at a fixed rate for the term of this Agreement. Provider shall bill Client on at least a monthly basis for services performed. Client must pay all invoices within 30 days of the date of invoice. Any late payment shall be subject to a charge of the lesser of: (i) 1.5% per month on all amounts overdue; or (ii) the maximum amount permitted under applicable law. Client shall reimburse Provider for the cost of any background checks or similar matters required by Client.
4. **Licenses and Certification.** Provider will secure all licenses required by law to perform its services under this Agreement at its expense prior to undertaking any work on Client's behalf. Provider will perform its services using one or more Minnesota state registered occupational therapists.
5. **Location of Work.** Provider will perform all direct interactions with Client's students at the school, located at 205 S. 2nd Street Nerstrand, MN 55053.

6. **Termination.** If either party materially breaches this Agreement (Client's failure to pay amounts owed to Provider when due shall be deemed a material breach), the non-breaching party may give written notice of such breach after which the breaching party shall have 30 days to cure such breach. If the breaching party does not cure the breach within such 30 day period, the non-breaching party may terminate this Agreement immediately upon written notice of such termination to the breaching party.
7. **Default; Remedies.** In addition to the rights under Section 6, in the event of a default or breach of this Agreement by either party, the other party shall be entitled to all remedies available in law and in equity. The failure of either party to act on a default or breach of this Agreement by the other shall not be deemed a waiver of such default or breach. In the event of a default or breach, the prevailing party shall be entitled to recover all of its expenses incurred in enforcing its rights and claims, including reasonable attorneys' fees and costs, in addition to any monetary recovery or other relief.
8. **Limitation of Liability.** IF PROVIDER OR ANY OF ITS RESPECTIVE OFFICERS, MANAGERS, GOVERNORS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR OWNERS IS EVER LIABLE TO CLIENT FOR ONE OR MORE BREACHES, DISPUTES, CONTROVERSIES OR CLAIMS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT OR THE SERVICES PROVIDED HEREUNDER (WHETHER ANY SUCH BREACH, DISPUTE, CONTROVERSY OR CLAIM IS BASED UPON CONTRACT, TORT, STATUTE, EQUITY OR ANY OTHER LEGAL THEORY), EXCEPT FOR CLAIMS FOR GROSS NEGLIGENCE OR INTENTIONAL/WILLFUL MISCONDUCT, THEN, (I) THE CUMULATIVE AMOUNT OF ALL DAMAGES AND PENALTIES, IF ANY, RECOVERABLE FOR ALL SUCH BREACHES, DISPUTES, CONTROVERSIES AND CLAIMS WILL NOT EXCEED, IN THE AGGREGATE, AN AMOUNT EQUAL TO THE TOTAL AMOUNT OF THE FEES PAID BY CLIENT UNDER THIS AGREEMENT, (II) RECOVERY OF SUCH AMOUNT AS LIMITED HEREBY WILL BE CLIENT'S SOLE AND EXCLUSIVE REMEDY, AND (III) CLIENT RELEASES PROVIDER AND ITS RESPECTIVE OFFICERS, MANAGERS, GOVERNORS, DIRECTORS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR OWNERS FROM ANY LIABILITY IN EXCESS OF SUCH AMOUNT.
9. **Independent Contractor.** Provider is at all times an independent contractor to Client in the performance of its duties under this Agreement. Provider will, therefore, be responsible for the payment of all federal, state and local taxes rising out of or related to Provider's work for Client. Provider will maintain professional liability insurance in the coverage amount of \$1 million and will present Client with evidence of such insurance coverage if requested. Provider will also provide background checks if requested.

Provider may use one or more subcontractors to perform the services hereunder (such subcontractors shall be subject to the licensing and professional requirements set forth in Sections 2 and 4 of this Agreement). Regardless of whether Provider provides the services directly or through subcontractors, all communications regarding this Agreement and payments under this Agreement shall be by and between Provider and Client only.

Provider is free to contract with and provide services to other clients and patrons, as long as the performance of such services to such other clients and patrons does not prevent Provider's performance under this Agreement.
10. **Arbitration.** In the event of any dispute or claim arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best effort to settle such dispute or claim. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interest, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes and claims shall be finally settled by arbitration administered by the American Arbitration Association in accordance

with its provisions of its Commercial Arbitration Rules. The parties agree that arbitration shall be the sole and final method of resolving any disputes or claims, that the award (if any) entered by the arbitrator or arbitrators shall be final and binding on the parties, and that any such award shall be specifically enforceable in any court having jurisdiction (and such award may be entered in any court having jurisdiction).

11. **Governing Law.** This Agreement and the performance of services hereunder will be governed by the laws of the State of Minnesota without regard to its choice of law rules or principles of comity.
12. **Assignment.** Neither party may assign, delegate or otherwise transfer this Agreement without the written consent of the other party, except that Provider may assign, delegate, and transfer as part of a sale of all or substantially all of its business (including by sale of all or substantially all of its assets).
13. **Force Majeure.** If the performance of this Agreement or any obligations hereunder is prevented, restricted or interfered with by reason of fire or other casualty or accident, strikes or labor disputes, war or other violence, any law, order, proclamation, regulations, ordinance, demand or requirement of any government agency, or any other act or condition beyond the reasonable control of the party required to perform, the party so affected upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, restriction or interference (provided that in no event shall a failure to make payment due under this Agreement be deemed excused). The party so affected shall use its reasonable efforts to avoid or remove such causes of nonperformance and shall continue performance hereunder whenever such causes are removed.
14. **Entire Agreement.** This Agreement contains the complete agreement of the parties and supersedes any and all other agreements, understandings and representations by and between the parties hereto.

IN WITNESS WHEREOF, the parties have signed this Agreement this _____ day of _____, 20__.

PROVIDER:

CLIENT:

ON THE MOVE – THERAPY SERVICES, LLC

Nerstrand Elementary School

By: Allison J. Egner

By: _____

Allison J. Egner

(Signature)

Its: President
PO Box 22428
Eagan, MN 55122
612.803.5338

Its: _____
(Title)

EXHIBIT A

Therapeutic/Evaluation Procedures

Therapeutic/Evaluation Procedures:

Therapeutic services will be provided according to the number of minutes and days recorded on the student's IEP.

- A. Evaluations or IEP cases will not be initiated prior to written parent/guardian permission, to be obtained by Client. Provider requires a copy of such documentation for assessments, reassessment, screenings, observations, and therapy initiation.**
- B. Provider will provide all reports in Provider's format; Client will be responsible for entering these reports into the students' records under Client's system.**
- C. Provider will try to attend case meetings upon receipt of timely notification, schedule permitting.**
- D. Client understands that situations may arise where Provider will have to cancel sessions. In the event of a cancellation caused by Provider, attempts will be made to reschedule any missed appointments and Client will not be billed for a missed session. Client will be billed according to the fee schedule for any sessions thereafter rescheduled.**
- E. Any educational data produced, including assessment protocols, as a result of working with a student shall be released to the school to be included in the student's file at the school's request.**

EXHIBIT B

Compensation

- 1. Client agrees to pay Provider as follows:**

\$99 per hour for the following services:

Therapy:

- i. direct and indirect therapy services – as stated on the IEP**

Evaluation:

- ii. evaluations (including administrating tests, interviewing staff, observations of student and report writing)**

Consultation:

- iii. consultation/training of staff**
- iv. meetings, phone calls, emails with staff and/or parents**
- v. prep time for services**
- vi. paperwork related to therapy services (IEP writing, daily notes, progress notes)**
- vii. travel time to the location**

- 2. A 3 hour minimum will apply per visit.**

- 3. Supplies:**

Provider will supply all evaluation materials and general therapy supplies/equipment to be used during therapy time (as determined necessary at Provider's sole discretion). If supplies/equipment is recommended for student, Client will pay for supplies/equipment and it will remain property of Client.

Independent Contractor Agreement Nerstrand Elementary School

This **INDEPENDENT CONTRACTOR AGREEMENT** (the Agreement) is made on May 9, 2019 by and between Nerstrand Elementary School (NES) and Michelle Crow Flannery LLC, School Psychologist Contractor (CONTRACTOR).

RECITALS

NES wishes to engage CONTRACTOR to perform certain services as an independent contractor on behalf of NES on terms and conditions set forth in this Agreement, and CONTRACTOR is willing to perform such services as an independent contractor on such terms and conditions.

NES and CONTRACTOR agree as follows:

1. **Services.** On the terms and conditions of this Agreement, NES engages CONTRACTOR, and CONTRACTOR agrees to perform the services set forth in Exhibit A to this Agreement.
2. **Compensation.** NES agrees to pay CONTRACTOR in accordance with the terms of the following Exhibit A. Except as specifically set forth on Exhibit A.
3. **Independent Contractor.** CONTRACTOR agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venture or partner of NES. CONTRACTOR shall have no authority to contract for or bind NES in any manner and shall not represent itself as an agent of NES or as otherwise authorized to act for or on behalf of NES. CONTRACTOR shall have no status as an employee or any right to any benefits that NES grants its employees. Contractor shall be solely responsible for (a) determining the means and methods for performing the services as set forth in Exhibit A, provided, however, such performance shall at all time be in conformity with all applicable governmental laws, rules, regulations and guidelines relevant to such performance, and (b) complying with and paying any and all taxes applicable to compensation received under this Agreement.
4. **Non-disclosure, Confidential Information.** By signing below CONTRACTOR agree that at no time during or after CONTRACTOR'S employment with NES will CONTRACTOR, directly or indirectly, reveal, copy, divulge, transfer, or use for the benefit of any person or entity other than NES any NES confidential information or material.
5. **Miscellaneous.**
 - (a) This Agreement has been entered into by the parties in the State of Minnesota and shall be construed and enforced in accordance with the laws of the State of Minnesota.

- (b) This Agreement contains the entire agreement between the parties relating to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, between the parties relating to such subject matter.
- (c) This Agreement may be terminated for any reason or no reason whatsoever with written notice to the other party.
- (d) This Agreement cannot be amended or changed except in writing executed by both parties.
- (e) The rights and obligations of CONTRACTOR under this Agreement are not assignable or delegable by CONTRACTOR.
- (f) Any notice required or permitted to be given under this Agreement shall be deemed to have been delivered on the date following the day the notice is deposited in the United States mail postage pre-paid, return receipt requested, and addressed as follows:

If to Contractor: Michelle Crow Flannery LLC
 Ms. Michelle Flannery, Manager
 Address: **415 Riley Drive**
 Northfield, MN 55057

If to NES: Nerstrand Elementary School
 205 S 2nd Street
 Nerstrand, MN 55053

Name:
Nerstrand Elementary School

Name: Michelle C. Flannery, Manager
Michelle Crow Flannery LLC

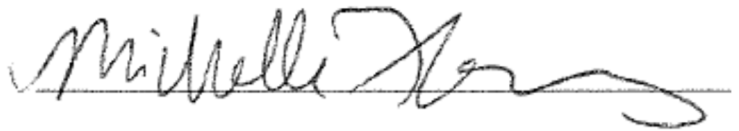


EXHIBIT A

Services

1. Starting August 2019, CONTRACTOR will provide professional, school psychological services on an ongoing basis as requested and approved by NES.
2. CONTRACTOR agrees to:
 - communicate with designated NES staff on a regular, mutually acceptable basis,
 - clearly summarize hours spent in consulting activities (via CONTRACTOR invoice) on a monthly basis,
 - provide NES with copies of any client evaluation of her or his work;
 - use her best efforts whenever she is actively involved in the assignments of NES and shall be liable to the School for failure to complete assignments Contractor is retained by NES to perform.

The CONTRACTOR will perform the following duties as a **School Psychologist**:

- Administering, interpreting, and summarizing intelligence tests, social/emotional/behavioral data and classroom observations
- evaluating the effectiveness of academic programs or behavior management procedures
- advising teachers and school administrators on methods to enhance student performance
- participating in multidisciplinary team meetings addressing eligibility and IEP issues

This position entails providing the above services to NES, part-time on an as needed and availability basis.

Compensation

CONTRACTOR will bill NES for approved professional school psychology services delivered on a monthly basis. Compensation will be at the rate of \$85/hour for labor and travel time. Contractor shall provide NES with a statement of its Services and out-of-pocket expenses promptly at the close of each calendar month, and NES shall pay outstanding balances within 30 days of receipt of Contractor's statement. The compensation amount described above includes all travel expenses.

Agreement for Financial Services FY 2019 – 2020

THIS AGREEMENT made on ____May 13, 2019____, effective July 1, 2019, by and between Keith Johnson Financial Services, Inc, whose address is 8704 Bagley Avenue, Northfield, MN 55057, hereinafter referred to as the "Service Provider", and Nerstrand Elementary School, whose address is 205 South Second Street, Nerstrand Minnesota hereinafter referred to as "School".

WHEREAS, the School desires to engage the services of the Service Provider to perform for the School business office financial services as an independent contractor and not as an employee; and WHEREAS, Service Provider desires to contract with the Board of Directors, the officers of the School, and the administrative staff, to provide the following services to School:

Business Office/Financial/Record Keeping Services

SERVICES: The "Contractor" will report directly to the Board. He/she will work closely with staff and the Board. Key areas of responsibility include overseeing the budget and preparing for the annual financial audit. He/she will be responsible for UFARS, SEDRA, SERVS, support local MARSS and STARS reporter as needed, ESEA (Title) finance, accounts payable/receivable and recording of deposits, oversee account reconciliation, manage financial accounting software, any financial recording and reporting required for the annual financial audit, work with payroll/bookkeeping services to get payroll data and assure proper payroll recording, attend monthly meetings of the Board of Directors and be responsible for working with Finance Committee to develop the annual budget. He/she will work to assure that work is done in a manner and timeframe consistent with the needs of the school. He/she will have the authority to outsource work to a third party if the current structure cannot meet the needs of the work requirement.

NOW, THEREFORE, it is agreed as follows:

1. Term. The respective duties and obligations of the contracting parties shall be for a period of one year, commencing on July 1, 2019, and may be terminated by either party giving sixty (60) days' written notice to the other party at the addresses stated above or at an address chosen subsequent to the execution of this agreement and duly communicated to the party giving notice.
2. Liability. With regard to the services to be performed by the Service Provider pursuant to the terms of this agreement, the Service Provider shall not be liable to the School, or to anyone who may claim any right due to any relationship with the Corporation, for any acts or omissions in the performance of services on the part of the Service Provider or on the part of the agents or employees of the Service Provider, except when said acts or omissions of the Service Provider are due to willful misconduct or gross negligence. The School shall hold the Service Provider free and harmless from any obligations, costs, claims, judgments, attorneys' fees, and attachments arising from or growing out of the services rendered to the School pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or gross negligence of the Service Provider and the Service Provider is adjudged to be guilty of willful misconduct or gross negligence by a court of competent jurisdiction.

3. Compensation. The Service Provider shall submit invoices for services and fees in an amount not to exceed the Board approved amount. School shall pay Service Provider within thirty (30) days of receiving an invoice for hourly services:

Fee for Services

- Hourly fee for services \$61.20/hour
- Maximum 18.9 hours/week, approximately 50% hours served onsite

4. Arbitration. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance of the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) shall be entered in any court having jurisdiction thereof. For that purpose, the parties hereto consent to the jurisdiction and venue of an appropriate court located in Rice County, State of Minnesota. In the event that litigation results from or arises out of this Agreement or the performance thereof, the parties agree to reimburse the prevailing party's reasonable attorney's fees, court costs, and all other expenses, whether or not taxable by the court as costs, in addition to any other relief to which the prevailing party may be entitled. In such event, no action shall be entertained by said court or any court of competent jurisdiction if filed more than one year subsequent to the date the cause(s) of action actually accrued regardless of whether damages were otherwise as of said time calculable.

IN WITNESS WHEREOF, the parties have hereunto executed this Agreement on __May 13, 2019__.

Nerstrand Elementary School

Keith Johnson Financial Services, Inc.

By: _____
Title: _____
Date: _____

By: _____
Title: _____
Date: _____

Kristin Fischer, MA CCC-SLP
Pediatric Speech Language Pathologist
5244 Knox Ave S. Minneapolis, MN 55419
612-616-6890 kristinfischer.slp@gmail.com

Independent Contracting Agreement
2019 Extended School Year

This agreement is made as of May 24, 2019 between Nerstrand Elementary School (“Client”) and Kristin Fischer, MA CCC-SLP (“Provider”).

The Provider has the special skills, training, experience, knowledge and ability to perform services that the Provider is in the business of providing. The Provider seeks to be retained by the Client and the Client seeks to retain the Provider under the terms and conditions set forth below.

The Terms:

1. **Term of Agreement.** This agreement will be for the term of one Extended School Year (ESY) program session, commencing from June 25, 2019 to July 25, 2019, unless earlier terminated pursuant to paragraph 8 below.
2. **Services.** Provider agrees to perform for Client the speech and language therapy services listed below for Client’s ESY students currently located at 205 Second Street South, Nerstrand MN 55035 during the term of this agreement in accordance with the American Speech Language and Hearing Association (ASHA) standards, federal and state Special Education regulations and school policies. Provider is free to secure its own clients and patrons, as long as the performance of services to such clients and patrons does not conflict with or preclude Provider’s performance.
 - a. Direct and indirect treatment as stated on each IEP
 - b. Written progress notes and service documentation
 - c. Planning and preparation time related to treatment
 - d. Collaboration with Extended School Year staff

3. **Certification and licensing.** Provider will maintain all necessary Certifications and licenses at its expense prior to undertaking any work on Client's behalf, including a MN teaching license and a Certificate of Clinical Competence issued by the American Speech Language and Hearing Association.
4. **On-site resources.** Client agrees to provide Provider with the following on-site resources:
 - a. Quiet therapy space with electrical outlets, school computer with internet access, child-size table and chairs.
 - b. Access to copier and fax machines
 - c. Access to treatment materials
5. **Compensation.** Client agrees to pay Provider for services for nine 3-hour service dates and one hour of travel time per service date at the hourly rate of \$90.00.

Provider will not bill Client for service time cancelled by Provider due to illness or unforeseen events.

Provider will bill Client for scheduled service time when students are absent.

6. **Invoicing.** Client will pay the amounts agreed to herein upon receipt of invoices which will be sent once in June, 2019 and once in July, 2019 and Client will pay the amount of such invoices to Provider. Fee schedules are fixed for the ESY session.
7. **Taxes.** Provider will act as an independent contractor of the Client in the performance of its duties under this agreement. Provider will, therefore, be responsible for claiming earnings rising out of or related to the Provider's work for the Client at the end of the fiscal year. Client will provide Provider with a 1099 reporting form. Provider will provide a Federal Tax ID number and proof of professional liability insurance if requested.
8. **Termination.** Client may terminate this agreement anytime based on Provider's failure to provide services hereunder in accordance

with Client's standards or those of the American Speech Language and Hearing Association. Client may also terminate this agreement based on Provider's failure or refusal to secure the licenses, Certifications and/or insurance required by this agreement. Any such termination must be affected by Client providing Provider with 30 days written notice of the reason for termination at:

Kristin Fischer, MA CCC-SLP
5244 Knox Ave S. Minneapolis MN 55419

Provider may terminate this agreement anytime based on Client's breach of any of the Agreement terms and conditions presented herein, based on the Client's failure to compensate the Provider as determined by the billing plan or by the Provider's inability to continue to fulfill its responsibilities to the Client per this Agreement. Any such termination must be affected by the Provider providing Client with 30 days written notice of the reason for termination at:

Nerstrand Elementary School
205 Second Street S. Nerstrand MN 55053

9. **Entire Agreement.** This Agreement contains the complete agreement of the parties and will supercede any and all other agreements, understandings and representations by and between The parties hereto.

Client Signature _____

Print Name and Title _____

Date _____

Provider Signature _____

Print Name and Title _____

Date _____

EDVISIONS COOPERATIVE CONTRACT

THIS AGREEMENT is made and entered into effective as of **July 1, 2019** by and between **EdVisions Cooperative**, a Minnesota cooperative (“**EdVisions**”) and **Nerstrand Elementary School** a Minnesota nonprofit corporation charter school (“**School**”).

WHEREAS, the School operates a public charter school located in **Nerstrand**, Minnesota designated Independent School District **#4055**.

WHEREAS, EdVisions operates a professional cooperative association of teachers as owners that contracts with charter schools to supply a learning program.

WHEREAS, the School Board desires to retain EdVisions to provide educational and management services to the School through a Teacher Professional Partnership (as such term is defined below), and EdVisions desires to provide such services on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual conditions and promises as hereinafter set forth, the parties agree as follows:

ARTICLE I DEFINITIONS:

1. **EdVisions Cooperative/EdVisions** – the legal entity defined above.
2. **School** – the legal entity defined above that is the charter school.
3. **School Board** - the Board of Directors of the School.
4. **Site** – the actual location of the School.
5. **Site Personnel Committee** – a committee at the School designated to make employment decisions and otherwise interact with the Staff at EdVisions Office.
6. **Personnel Team Lead(s)/Director** – the specific individual or individuals specifically identified by the School in a writing submitted to EdVisions during the Term of this Agreement.
7. **Staff at the Site** – the people employed by EdVisions and assigned to the School/Site.
8. **Staff at EdVisions Office** - the employees of EdVisions coordinating the functions of EdVisions Cooperative.
9. **Teacher Professional Partnership** - a group of educators contractually placed in the position of authority and given legal responsibility for fulfilling the vision and mission of the charter school.

ARTICLE II RESPONSIBILITIES:

EdVisions and the School Board agree as follows:

1. The Staff at the Site are responsible for providing an educational environment and setting that will fulfill the vision and mission of the School in accordance with a Teacher Professional Partnership model. The Site Personnel Committee/Director will provide appropriate daily supervision to ensure the success of the School.
2. The Site Personnel Committee/Director will make employment recommendations to the Staff at EdVisions Office including employment terms, specifically, hiring, firing, setting salaries, wages or other compensation.
3. Staff at EdVisions Office will provide oversight for human resource (HR) management activities such as hiring, firing, evaluation, crisis intervention, personnel issues, and labor law compliance for Staff at the Site and assist with all aspects of employee management (the “**Human Resource Management Services**”). The Staff at EdVisions Office will deliver these Human Resource Management Services by working directly with the Site Personnel Committee or site-based management team through HR Training days, email, phone communications and site visits as needed.
4. EdVisions will be the employer of the Staff at the Site.
5. EdVisions will provide payroll service, manage fringe benefits, workers’ compensation, unemployment compensation, teachers’ and employees’ retirement, social security and professional liability insurance for the Staff at the Site.
6. The School Board hereby agrees that the Staff at the Site will provide educational services to students enrolled in the School and curriculum development pursuant to the terms and conditions contained herein, and in conformance with normal professional standards and specifically to:

Fulfill the mission and vision set forth in the school’s charter.

In exercising the above responsibilities, EdVisions at all times reserves the right of direction and control of the Staff at the Site and has the right to hire, reassign and fire any of the employees that comprise the Staff at the Site for any action or activity of employee related to the services set forth above. EdVisions will consider recommendations of the School Board and/or the Site Personnel Committee/Director regarding hiring and firing, but final legal authority remains with EdVisions.

ARTICLE III LIMITATION AND EXTENT OF AUTHORITY.

The School Board grants the Staff at the Site authority and autonomy for school-level operations such as:

1. Developing Learning program
2. Providing General Day to Day management of the School, including but not limited to:
 - a. Purchasing
 - b. Facility Management
 - c. Transportation
 - d. Food Service
3. Creating Schedules
4. Determining School Level Policy
5. Determining Teacher Work Hours
6. Selecting Colleagues

7. Choosing School Leaders
8. Arranging Professional Development
9. Evaluating Staff at the Site
10. Providing input regarding termination/transfer of individuals who make up the Staff at the Site.
11. Developing the Budget
12. Determining Compensation
13. Setting Staff Pattern(s)
14. Determining Assessments

The School Board and EdVisions acknowledge that this grant of authority by the School Board to the Staff at the Site is meant to clarify that even though the Staff at the Site are employees of EdVisions per the terms of this Agreement, the Staff at the Site has the authority to bind the School Board on the above matters.

The School Board, in addition to its authority granted to it under Minnesota Chapters 317A, retains the authority to:

1. Maintain the Mission and Vision of the School
2. Approve the Budget of the School
3. Develop and approve School Policies
4. Enter into contracts on behalf of the School, including this EdVisions Contract
5. Approve and enter into Lease Agreements for facilities for the School
6. Evaluate and assess effectiveness of the above responsibilities

This Agreement does not grant EdVisions any authority or right, express or implied, to assume or create any obligation or responsibility on behalf of the School Board or to bind the School Board in any manner outside of the terms listed above and elsewhere in this Agreement. In addition, this Agreement does not grant the School Board any authority or right, expressed or implied to assume or create any obligation or responsibility on behalf of EdVisions.

ARTICLE IV TERMS AND TERMINATION:

1. The duration of this Agreement shall be from **July 1, 2019**, the effective date of this agreement, through **June 30, 2020** unless otherwise terminated pursuant to the terms and conditions contained herein.
2. This Agreement may be terminated prior to June 30, 2020 by mutual written consent of the School Board and EdVisions.
3. The School Board and EdVisions shall begin negotiations for the next contract within sixty (60) days prior to expiration of this Agreement. The current contract will remain in effect until a new contract is adopted or the current contract is terminated by mutual consent of the School Board and EdVisions.

ARTICLE V PAYMENTS:

1. The School shall pay EdVisions the amount necessary to cover the wages/salaries/benefits that may arise as a result of employment of the Staff at the Site plus a 2% administrative fee on all such amounts remitted. Schools in the first three years of operations will pay an additional startup fee that will be an additional 1.5% year 1, 1% year 2 and 0.5% year 3. The monthly payment amount shall be based on actual costs for the month.
2. Additional charges may occur based upon the provision of additional services or changes in costs of services.
3. EdVisions will invoice the School prior to the monthly payroll and the School will provide payment for the invoiced amount by the date stated on the invoice each month. Payment must be received by EdVisions no later than the 15th of each month. Three late payments will result in a 10% surcharge on subsequent billings that will accumulate to build a one (1) month prepayment on account for the School to cover possible future late payments.
4. Any other costs incurred by EdVisions on behalf of the School will be billed to the School. These costs may include but not be limited to: TRA, worker's compensation, unemployment insurance, professional liability insurance; specific legal fees; and excessive HR issues.

**ARTICLE VI
INSURANCE AND INDEMNIFICATION:**

1. The School will secure and maintain in full force and effect during the term of this Agreement, liability coverage insurance including \$1,000,000 each Occurrence / \$2,000,000 General Aggregate Limits and a \$1,000,000 Umbrella limit, including Additional Insured coverage. The insurance policy shall include EdVisions as a named insured.
2. The School will defend, indemnify and hold harmless EdVisions, its Board of Directors, officers, agents and employees, volunteers, individually and collectively, from and against all costs, losses, claims, demands, suits, actions, payments and judgments, including legal and attorney fees, arising from personal or bodily injuries, school and educators professional liability, property damage or otherwise, however caused, brought or recovered against any of the above that may arise for any reason from or during or be alleged to be caused by the School.
3. The School will provide EdVisions a Certificate of Insurance for liability coverage including \$1,000,000 each Occurrence / \$2,000,000 General Aggregate Limits and a \$1,000,000 Umbrella limit, including Additional Insured coverage with primary and non-contributory wording and hold harmless wording in EdVisions favor and naming EdVisions as additionally insured.

**ARTICLE VII
MISCELLANEOUS PROVISIONS:**

1. **Entire Agreement.** This Agreement supersedes all prior agreements and understandings, both written and oral, between parties hereto with respect to the subject matter hereof, and no party shall be liable or bound to the other in any manner by any warranties or representations not set forth herein.
2. **Successor or Assigns.** This Agreement may not be assigned by either party.
3. **Notices.** All notices, requests and demands provided for in this Agreement shall be delivered to:

If to EdVisions:

**EdVisions Cooperative
P.O. Box 183
111 S. Meridian St.
Belle Plaine, MN 56011**

If to the School Board:

**Nerstrand Elementary School
205 South 2nd Street
P.O. Box 156
Nerstrand, MN 55053**

4. **Modification or Waiver.** Any of the terms or conditions of this Agreement shall be waived, modified or amended only by mutual written consent of the parties. Such waiver, modification or amendment shall not constitute a continuing waiver, modification or amendment in future agreements.
5. **Governing Law.** The parties hereby agree that this Agreement shall be construed, enforced and governed by the laws of the State of Minnesota.

EDVISIONS COOPERATIVE

Nerstrand Elementary School

BY: Kevin Fitton, President

BY: _____, Board Chair

DATE: _____

DATE: _____

Nerstrand Elementary School
Contract for Director of Special Education
2019-2020

Nerstrand Elementary School and Bonnie Carlson referred to herein as the “special education director”, enter into the following agreement for services for the 2019- 2020 school year.

1. The Charter School engages the special education director as an independent contractor to perform the services identified and agreed upon by both parties.

Bonnie Carlson, a licensed Special Education Director (File Folder 276417) agrees to provide all administrative and managerial services to support the special education program at the above mentioned Charter School.

2. Services:

- Provide services as the special education director.
 - Unlimited phone and email support
 - Attend special education meetings as appropriate.
 - Provide onsite visits, to be determined by school administration and special education director.
 - Regular contact with business manager.
 - Coordinate with MARSS Coordinator
 - Provide staff development training.
 - Develop and assist in the implementation of special education performance plans for special education licensed teachers.
 - Collaborate and provide guidance with the school’s director in both state and federal financial and due process requirements.
 - Complete and submit applications and other data collection forms required by the Minnesota Department of Education (MDE).
 - Ensure compliance to third party billing requirements.
 - Assist in the development of due process procedures and when requested fiscal procedures.
 - Maintain Nerstrand’s Total Special Education Services Manual.
 - Support Nerstrand’s Special Education Advisory Committee.
 - Participate in due process self-reviews, district monitoring, and as requested fiscal monitoring conducted by the MDE.
 - Ensure timely correction of identified individual student record non-compliance.
 - Prepare for MDE monitoring on-site visit, as appropriate.
- MNCIMP State monitoring visit:
- a. On-site review of special education student records with Nerstrand Elementary School staff
 - b. Respond to MDE preliminary data requests
 - c. Participate in MDE special education monitor on –site visit.
 - d. Develop Corrective Action Plans related to MDE monitoring findings.
 - e. Implement Approved Corrective Action Plans and provide documentation of completion.
- Develop and monitor response to parent complaints, as requested.
 - Fulfill other duties as assigned by the school director and agreed upon by the special education director.

3. Access to Information and Education Data:

Nerstrand Elementary School acknowledges and agrees that while providing special education services, the special education director will have access to information necessary to perform duties related to this position. This access includes but is not limited to educational data, personal data, staff qualification, budgeting information, child count data, federal expenditure reporting, and excess billing information, and other school data needed to fulfill agreed upon services.

4. Termination of Agreement:

Either party may terminate this agreement for just cause by providing thirty days written notice of such intent.

5. Service Options and Fees

Option 1 Services: Fee: \$16,000

- On site visits as requested
- Unlimited phone and email support
- Attendance at IEP meetings, as needed
- Regular contact with business manager

Option 2 Services Fee: \$18,000

- Option 1 services
- MNCIMP state monitoring: On-site record review with staff

Option 3 Services Fee: Negotiated

- Negotiated services and rate
- Additional training as requested and agreed upon

Both the charter school and the special education director agree upon terms of payment, as indicated.

Single payment After SFY20 funds are available to the charter school*.

Two payments *July 30 and October 30, 2019

Three payments *July 30, October 30, and December 20, 2019

Other _____

Terms of this contract begin July 1, 2019 and end June 30, 2020.

By signing below, the Nerstrand Elementary School Director and the Special Education Director execute this agreement.

By: _____
Maggie Kiley, Director

Date: _____

By: _____
Bonnie Carlson, Special Education Director

Date: _____

Nerstrand Board of Directors Work Calendar

- August: Review Policy #
BOD Chair verifies status of new members' required BOD trainings
Certify June Election of Officers (Board Chair, Treasurer, Secretary/Clerk)
Approve staff hiring list for the new year
Complete an evaluation performance review of School Director
- September: Review By-Laws
Review Policy #
Review and update document detailing BOD membership terms
- October: BOD chair to review background checks of BOD members
Review Policy #
Ongoing Board Training: Governance (example: Presentation by NEO?)
- November: Ongoing Board Training: Employment (example: presentation by EdVisions)
Ongoing Board Training: Finance (example: presentation by Keith Johnson)
Review Policy #
- December: Ongoing Board Training: State Data Practices Law (presentation by Maggie)
Review Policy #
- January: Review BOD member terms and prepare for election
Establish an Election Committee of 3 or less Board members
BOD chair completes check list of board trainings attendance
Review Policy #
- February: Assemble Budget Committee
Ensure notification for BOD elections is made public 30 days prior

Review "On-Boarding" document for new board members
Review Policy #

March: Update from Budget Committee
Publish/post for interest in BOD open positions
Approve School Calendar for next year (March/April)
Review Policy #

April: Continue budget meetings - preliminary budget for next year
Approve School Calendar for next year (if not already approved)
Announce 30-day notice for BOD election
Approve service contracts for next year
Review Policy #
Discuss domain focus for next year

May: Review or approve budget for next year (if not already approved)
Discuss BOD election progress
Review NEO Framework
Approve service contracts for next year
BOD chair completes check list of board trainings, collects certificates
Review Policy #

June: Approve revised current year budget (if necessary)
Approve next year's budget (if not already approved)
Approve next year's staff hiring list (working agreements)
Discuss BOD election, certify results
Approve annual banking resolutions
Designate use of REAP funds for next year
Approve service contracts for next year
Approve designations of required roles for next year
Election of Officers for next year (Board Chair, Treasurer, Secretary/Clerk)
Approve next year's Board Meeting Schedule
Review Policy #
Evaluation of Director