

# Regular School Board Meeting of ISD 857

Monday, June 12, 2023 6:00 PM

Board & Public in HS Library/Remote viewing via ZOOM, 100 County Road 25 ,  
Lewiston, MN 55952

## I. Call Meeting to Order

## II. Pledge of Allegiance

## III. Quorum Call

David Baer  
Sara Daley  
Jenny Koverman  
Daniel Kreidermacher  
Bree Maki  
Dave Pringle  
Sarah Sommer

## IV. Approve the June 12, 2023 Meeting Agenda

## V. Open Forum

Guideline: Three minutes per speaker; 15 minutes maximum. Complaints about personnel or individuals are prohibited. No Board action is taken during the Open Forum. This is the only time during the Board meeting that audience participation is allowed unless scheduled prior.

## VI. A. Board Meeting Minutes: May 8, 2023; May 15, 2023, June 6, 2023

- B. Financial Reports a. Board Bills
- b. Miscellaneous Payments
- c. Wire Payments
- d. Statement of Expenditures

## VII.

### Personnel

Approve May 9, 2023 as last day of employment of Deshawn Reed, paraprofessional.

Approve non-renewal of Therese Hasssert, Intermediate School Office Secretary effective June 15, 2023 due to the elimination of her position in the 2023-2024 School Year.

Accept the resignation of Ellile Groskoph from Cardinal Club effective June 1, 2023.

Accept resignation of Erin Spencer, teacher, effective at the end of the 2022-2023 school year.

Approve the hire of MacKenna Sommer at

\$13.00/hour as a daily substitute  
paraprofessional through June 8, 2023.  
Approve hire of Katie Ketchum at \$13.00/hour  
as a daily substitute paraprofessional through  
June 8, 2023.  
Approve hire of Jana Benter to Cardinal Club  
effective June 1, 2023 at \$12.80 per hour.  
Approve hire of Sheila McDermott, Zachary Vix,  
and Nicole Williams to teach High School Summer  
School in accordance with EdMN/LA 2021-2023  
Master Agreement.  
Approve hire of Josephine Bergler to Cardinal  
Club effective June 1, 2023 at \$12.00 per hour.  
Approve hire of Emma Hanson as Strength and  
Conditioning Coach effective June 12, 2023 in  
accordance with the 2021-2023 EdMN/LA Master  
Agreement.

Approve hire of Steven Herrick, custodian,  
effective June 7, 2023 at the rate of  
\$16.10/hour for up to 32 hours per week.

Approve hire of Sam Barnes as Girls Basketball  
Coach starting with the 2023-2024 season in  
accordance with the EdMN/L-A Master Agreement.  
Approve hire of Sam Barnes as a  
paraprofessional starting with the 2023-2024  
school year at the rate of \$14.10/hour.  
Approve hire of James Young as a Business  
Education Teacher for the 2023-2024 school  
year, pending Tier II license approval  
at BA/16 in accordance with the EdMN/LA Master  
Agreement.  
Approve Purchase Agreement with HVED for Vickie  
Speltz, Food Service Director, to provide  
consultative services to support the transition  
of the HVED Level IV programs to the National  
School Lunch Program.  
Congratulations to the following teachers who  
have earned tenure: Maddie Gasca-Hernandez,  
Brian Hamilton, Brittnie Kiesselhorst, Kaleb  
Stoppelmoor,

#### Donations

- \$250.00 To J. Mark Reisetter Scholarshp fund  
from Gary and Joanne Mills  
-\$700.00 to Baseball Team from Justin  
Kronebusch  
-\$250.00 for Rachel Ann Frick Scholarship Fund  
from Debra Nisbit.  
-\$5000.00 from Lewiston Auto for advertising  
rights on the softball score board.  
-\$67.18 from The Winona County American Dairy  
Association for the Early Childhood May  
Shopping Event .

#### FFA Dairy Bags

- \$100.00 Lewiston Feed and Produce
- \$100.00 Peoples State Bank
- \$100.00 Ag Partners
- \$25.00 Lewiston Insurance
- \$100.00 Rislow's Service
- \$250.00 Bremer Bank
- \$40.00 Savings Surplus of Winona
- \$25.00 Hideaway Tavern/Grill
- \$250.00 Thrivent Financial Paula M.
- \$100.00 Lewiston-Auto
- \$100.00 Lewiston Sales
- \$100.00 Riverside Electronics
- \$100.00 First District Dairy

Accept 2023-2024 bid for Bread Products from Pan O' Gold with three one year options to renew.

Accept 2023-2024 bid for Milk Products from Ziebell's Hiawatha Foods, Inc. with three one-year options to renew.

Approve Memorandum of Understanding with EdMN/L-A regarding clerical error in 2021-2023 Master Agreement regarding Summer School Teaching Rate.

VIII. Facilities Management Agreement with Dashir Management Services, Inc.

IX. 2023-2028 Strategic Plan with Action Steps

X. Discuss ballot questions for November 7, 2023 operating levy and building bond referendums.

XI. Authorize the superintendent to submit all required information to the Commissioner of Education to request review and comment on a facilities project for capital improvements. The project would be financed through the issuance of School Building Bonds, if approved by the voters.

XII. In accordance with recent federal and state designations, designate Juneteenth as a legal holiday and provide an additional paid holiday for all 12-month employees, effective June 19th, 2023.

XIII. Policies and Forms on 2nd Reading  
1. 515 Protection and Privacy of Pupil

- Records/515 Form/Public Notice (MSBA Update)
2. 708 Transportation of Nonpublic School Students (MSBA Update)
  3. 906 Community Notification of Predatory Offenders (New to Our District Policy)
  4. 907 Rewards (New to our District Policy)
  5. 208 Development, Adoption and Implementation of Policies (MSBA Update)
  6. 210 Conflict of Interest - School Board (MSBA Update)
  7. 211 Criminal or Civil Action Against School District, School Board Member, Employee or Student (MSBA Update)
  8. 701 Establishment and Adoption of School District Budget
  9. 701.1 Modification of School District Budget
  10. 702 Accounting
  11. 703 Annual Audit

XIV. 2023-2024 Budget

Total Revenues= \$10,471,933  
Total Expenditures= \$10,402,924

XV. Discussion re HVED's Potential Purchase of the Winona Mall

XVI. L-A High School Principal's Report

XVII. Superintendent's Report

XVIII. Board Committee Reports

XIX. Upcoming Meeting Schedule

June 20, 2023 2:00pm EdMN/L-A Negotiations  
July 10, 2023 Regular Meeting, 6:00pm High School Library  
August 14, 2023 6:00pm Regular Meeting  
August 23, 2023 Back To School Celebration at The Crossings Center

XX. Adjourn

**MINUTES OF THE LEWISTON-ALTURA REGULAR SCHOOL BOARD MEETING**  
**ISD #857**  
**May 8, 2023**

A regular meeting of the School Board of Independent School District #857 was held on May 8, 2023 at 6:00pm in the High School Library. Members present were David Baer, Sara Daley, Jenny Koverman, Daniel Kreidermacher, Bree Maki, Dave Pringle, and Sarah Sommer.

Chair Maki called the meeting to order at 6:00pm. The Pledge of Allegiance was recited.

Motion by Koverman and second by Sommer to approve the May 8th meeting agenda. MCU.

Mark Daley and Cliff Thompson, representing Utica Township, discussed with the Board the need for improvements on Dutchman's Crossing Drive which provides access to the parking lot/fields behind the high school. The Drive is owned by the City of Lewiston and Utica Township.

Motion by Koverman and second by Pringle to approve the Consent Agenda. MCU.

Motion by Baer and second by Pringle to approve changes regarding PSEO to the 2022-23 HS Student Handbook. MCU.

Resolution to approve a Purchase Agreement to sell to the City of Altura the Property (building and grounds) located at 321 1<sup>st</sup> Avenue, Altura, Minnesota for a purchase price of \$67,500 was moved by Pringle and seconded by Sommer. Roll call vote: Ayes: Baer, Daley, Koverman, Kreidermacher, Maki, Pringle, Sommer. Nays: None. Resolution approved.

Motion by Baer, seconded by Pringle to approve a contract with Grafe Auction for disposal of surplus materials and equipment. MCU.

Motion by Pringle, seconded by Sommer to approve Policies 515 Protection and Privacy of Pupil Records/515 Form/Public Notice, 708 Transportation of Nonpublic School Students, 906 Community Notification of Predatory Offenders, 907 Rewards, 208 Development, Adoption and Implementation of Policies, 210 Conflict of Interest – School Board, 211 Criminal or Civil Action Against School District, School Board Member, Employee or Student, 701 Establishment and Adoption of School District Budget, 701.1 Modification of School District Budget, 702 Accounting, 703 Annual Audit on a first reading. MCU.

Reports were presented by Principal Riebel, Dr. Hanson and Superintendent Carman. Board Committee reports were discussed.

Motion by Koverman, seconded by Baer to adjourn the meeting at 7:54pm. MCU.

Dave Pringle, Clerk

**MINUTES OF THE LEWISTON-ALTURA SPECIAL SCHOOL BOARD MEETING**  
**ISD #857**  
**May 15, 2023**

A special meeting of the School Board of Independent School District #857 was held on May 15, 2023 at 6:00pm in the High School Library. Members Baer, Daley, Koverman, Kreidermacher, Maki, Pringle, Sommer were present.

Maki called the meeting to order 6:00pm.

Motion by Sommer, seconded by Pringle to approve the May 15, 2023 agenda. MCU.

Sue Peterson, ISG, presented the results of the April – May 2023 Community Survey.

The Board discussed the survey results and options for holding an Operating Levy referendum and a building bond referendum in November 2023.

Baer moved and Sommer seconded to hold a Community Meeting June 6<sup>th</sup> at 6:30pm in the high school cafeteria to present the survey results, and inform the community that at the June 12<sup>th</sup> meeting the Board will be considering a November 2023 referendum with a \$760/student operating levy with an inflationary increase factor ballot question, and a 2-question building bond referendum for Option 1 and Option 3 as presented in the survey. MCU.

Motion by Kreidermacher, seconded by Koverman to adjourn the meeting at 7:12pm. MCU.

Dave Pringle, Clerk

**MINUTES OF THE LEWISTON-ALTURA REGULAR SCHOOL BOARD MEETING**  
**ISD #857**  
**June 6, 2023**

A Public Meeting was held on June 6, 2023 at 6:30pm in the High School Cafeteria. Optional school tours were held at the Elementary School at 5:00pm and at 5:45pm in the High School.

Superintendent Carman presented information about the district's 2023-2028 Strategic Plan. The results of the recent community survey were also presented. Board Chair Maki discussed the Board's next possible steps, including a possible operating levy and building bond questions on a referendum in November 2023. Audience members asked questions and made comments.

The meeting ended at 7:50pm.

Dave Pringle, Clerk

## Lewiston-Altura Public Schools June, 2023 BOARD BILLS

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date		
1	5900	R1	N	Dollar General - Regions	410526	V312BD	104763	june 6	18.50	0.00	18.50	06/06/2023	06/06/2023	06/06/2023
							Check Amount:		\$18.50					
1	3174		Y	Excel Images Inc.		V312BD	104778	1-3174	671.55	0.00	671.55	06/06/2023	06/06/2023	06/06/2023
							Check Amount:		\$671.55					
1	6444		N	Gophermods, LLC		V312BD	104777	1-6444	770.00	0.00	770.00	06/06/2023	06/06/2023	06/06/2023
							Check Amount:		\$770.00					
1	3737		N	Hiawatha Valley Ed District		V312BD	104762	1-3737	24,990.76	0.00	24,990.76	06/06/2023	06/06/2023	06/06/2023
							Check Amount:		\$24,990.76					
1	6067		Y	High Point Networks, LLC		V312BD	104779	1-6067	5,631.00	0.00	5,631.00	06/06/2023	06/06/2023	06/06/2023
							Check Amount:		\$5,631.00					
1	3038		Y	Lewiston Hardware, LLC		V312BD	104776	1135	277.63	0.00	277.63	06/06/2023	06/06/2023	06/06/2023
1	3038		Y	Lewiston Hardware, LLC		V312BD	104780	1-3038	32.96	0.00	32.96	06/06/2023	06/06/2023	06/06/2023
							Check Amount:		\$310.59					
1	5865	R1	N	Loffler Companies --	131511	V312BD	104774	131511	2,280.64	0.00	2,280.64	06/06/2023	06/06/2023	06/06/2023
							Check Amount:		\$2,280.64					
1	12540		Y	MISSISSIPPI WELDERS SUPPLY	CCV312BD	104764	1-12540	25.11	0.00	25.11	06/06/2023	06/06/2023	06/06/2023	
1	12540		Y	MISSISSIPPI WELDERS SUPPLY	CCV312BD	104761	June 6	117.18	0.00	117.18	06/06/2023	06/06/2023	06/06/2023	
							Check Amount:		\$142.29					
1	1452	R3	Y	OTC Brands, Inc.		V312BD	104784	724840628	260.90	0.00	260.90	06/07/2023	06/07/2023	06/07/2023
							Check Amount:		\$260.90					
1	3098	R1	N	Pan-O-Gold Baking Company		V312BD	104771	30973	571.28	0.00	571.28	06/06/2023	06/06/2023	06/06/2023
1	3098	R1	N	Pan-O-Gold Baking Company		V312BD	104782	1001942	43.08	0.00	43.08	06/07/2023	06/07/2023	06/07/2023
							Check Amount:		\$614.36					
1	2411		Y	REINHART FOOD SERVICE		V312BD	104767	06623	636.30	0.00	636.30	06/06/2023	06/06/2023	06/06/2023
1	2411		Y	REINHART FOOD SERVICE		V312BD	104766	6623	13,220.17	0.00	13,220.17	06/06/2023	06/06/2023	06/06/2023
1	2411		Y	REINHART FOOD SERVICE		V312BD	104769	30780	4,175.94	0.00	4,175.94	06/06/2023	06/06/2023	06/06/2023
1	2411		Y	REINHART FOOD SERVICE		V312BD	104768	40011	1,750.86	0.00	1,750.86	06/06/2023	06/06/2023	06/06/2023
							Check Amount:		\$19,783.27					
1	6993	Remit	Y	SOLIANT HEALTH, LLC		V312BD	104772	20698865	3,832.00	0.00	3,832.00	06/06/2023	06/06/2023	06/06/2023
							Check Amount:		\$3,832.00					
1	5876		N	Teachers on Call		V312BD	104773	147464	3,131.11	0.00	3,131.11	06/06/2023	06/06/2023	06/06/2023
							Check Amount:		\$3,131.11					

## Lewiston-Altura Public Schools June, 2023 BOARD BILLS

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	7068	N	The Fuchs Research Group @ Vander	V312BD	104785	228	185.00	0.00	185.00	06/07/2023	06/07/2023	06/07/2023
							Check Amount:		\$185.00			
1	5318	N	The McDowell Agency, Inc.	V312BD	104760	147248	40.00	0.00	40.00	06/06/2023	06/06/2023	06/06/2023
							Check Amount:		\$40.00			
1	2508	N	Theis Printing	V312BD	104775	48987	1,295.00	0.00	1,295.00	06/06/2023	06/06/2023	06/06/2023
							Check Amount:		\$1,295.00			
1	25014	Y	ZIEBELL'S HIAWATHA FOODS, INC.	V312BD	104783	372819	1,354.71	0.00	1,354.71	06/07/2023	06/07/2023	06/07/2023
1	25014	Y	ZIEBELL'S HIAWATHA FOODS, INC.	V312BD	104770	1-25014	5,739.77	0.00	5,739.77	06/06/2023	06/06/2023	06/06/2023
							Check Amount:		\$7,094.48			
							Report Total:		\$71,051.45			

\*Does not meet minimum amount

\*\*Exceeds maximum amount

## Lewiston-Altura Public Schools June 2023 Misc Payments

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Date	Amount
												Date		
001	P311UE	65555		Check	1	4712	MINNESOTA UNEMPLOYMENT INSURA		No	No	No	05/23/2023	3.00	
001	P307CK	64763	73898	Check	1	4712	MINNESOTA UNEMPLOYMENT INSURA		Yes	No	Yes	05/16/2023	(198.62)	
001	P311BD	65405	74458	Check	1	2671	R1 CDW-Government		Yes	No	No	05/09/2023	720.54	
001	P311BD	65399	74459	Check	1	1114	Century Link	S Corporation	Yes	No	No	05/09/2023	322.98	
001	P311BD	65420	74460	Check	1	5900	R1 Dollar General - Regions 410526		Yes	No	No	05/09/2023	22.75	
001	P311BD	65422	74461	Check	1	6376	Ed Midwest LLC		Yes	No	No	05/09/2023	5,350.00	
001	P311BD	65423	74462	Check	1	6496	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	Yes	No	No	05/09/2023	131.23	
001	P311BD	65406	74463	Check	1	3012	Equiparts Corp		Yes	No	No	05/09/2023	230.73	
001	P311BD	65431	74464	Check	1	7073	Ferndale Golf Course		Yes	No	No	05/09/2023	120.00	
001	P311BD	65397	74465	Check	1	07141	HIGH PLAINS COOPERATIVE		Yes	No	No	05/09/2023	4,535.60	
001	P311BD	65408	74466	Check	1	3157	Hobart Service: ITW Food Equipment Grou		Yes	No	No	05/09/2023	554.01	
001	P311BD	65421	74467	Check	1	6158	Innovative Therapy Solutions, LLC		Yes	No	No	05/09/2023	325.55	
001	P311BD	65416	74468	Check	1	4845	KELLY, KRISTIN		Yes	No	No	05/09/2023	2,105.00	
001	P311BD	65428	74469	Check	1	7066	Kolb, Matt		Yes	No	No	05/09/2023	375.00	
001	P311BD	65430	74470	Check	1	7071	Larson, Jameson		Yes	No	No	05/09/2023	100.00	
001	P311BD	65402	74471	Check	1	1842	LEWISTON AMBULANCE		Yes	No	No	05/09/2023	1,470.00	
001	P311BD	65407	74472	Check	1	3038	Lewiston Hardware, LLC		Yes	No	No	05/09/2023	350.61	
001	P311BD	65418	74473	Check	1	5865	R1 Loffler Companies -- 131511		Yes	No	No	05/09/2023	142.72	
001	P311BD	65427	74474	Check	1	7042	MERZER, SHEILA		Yes	No	No	05/09/2023	1,600.00	
001	P311BD	65417	74475	Check	1	5801	Midwest Bus Parts, Inc.		Yes	No	No	05/09/2023	204.61	
001	P311BD	65403	74476	Check	1	2447	Minnesota Tech for Success		Yes	No	No	05/09/2023	1,160.00	
001	P311BD	65400	74477	Check	1	12630	MOTOR PARTS & EQUIP		Yes	No	No	05/09/2023	383.12	
001	P311BD	65413	74478	Check	1	3887	North Central International		Yes	No	No	05/09/2023	354.45	
001	P311BD	65412	74479	Check	1	3263	North Central Truck Equipment		Yes	No	No	05/09/2023	724.56	
001	P311BD	65424	74480	Check	1	6836	Quality Bus & Truck Parts		Yes	No	No	05/09/2023	499.00	
001	P311BD	65429	74481	Check	1	7069	Rochester Area Officials Association Inc.		Yes	No	No	05/09/2023	100.00	
001	P311BD	65409	74482	Check	1	3184	Remit Rochester Telecom Systems, Inc		Yes	No	No	05/09/2023	5.09	
001	P311BD	65398	74483	Check	1	1005	RUSHFORD PETERSON SCHOOL DIST		Yes	No	No	05/09/2023	8,745.46	
001	P311BD	65401	74484	Check	1	18080	SCHILLING SUPPLY COMPANY		Yes	No	No	05/09/2023	1,360.46	
001	P311BD	65410	74485	Check	1	3217	R1 School Specialty LLC		Yes	No	No	05/09/2023	203.97	
001	P311BD	65426	74486	Check	1	7030	SIKKINK, MASON		Yes	No	No	05/09/2023	400.00	
001	P311BD	65425	74487	Check	1	6993	Remit SOLIANT HEALTH, LLC		Yes	No	No	05/09/2023	3,832.00	
001	P311BD	65415	74488	Check	1	4738	Southern Minnesota Inspection		Yes	No	No	05/09/2023	2,179.80	
001	P311BD	65419	74489	Check	1	5876	Teachers on Call	C Corporation	Yes	No	No	05/09/2023	5,437.59	
001	P311BD	65404	74490	Check	1	2508	Theis Printing	C Corporation	Yes	No	No	05/09/2023	1,280.00	
001	P311BD	65411	74491	Check	1	3251	Todd's Refrigeration LLC		Yes	No	No	05/09/2023	1,404.60	
001	P311BD	65414	74492	Check	1	4635	WINONA CONTROLS, INC.		Yes	No	No	05/09/2023	2,036.26	
001	P311CK	65446	74493	Check	1	3660	ACT		Yes	No	No	05/09/2023	1,956.75	
001	P311CK	65432	74494	Check	1	00420	ARNOLD'S SUPPLY		Yes	No	No	05/09/2023	12,714.00	

## Lewiston-Altura Public Schools June 2023 Misc Payments

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Date	Amount
												Date		
001	P311CK	65451	74495	Check	1	5631	R1	BSN Sports, LLC		Yes	No	No	05/09/2023	1,139.53
001	P311CK	65438	74496	Check	1	2120		FLINN SCIENTIFIC INC		Yes	No	No	05/09/2023	67.50
001	P311CK	65443	74497	Check	1	3210		HBC		Yes	No	No	05/09/2023	1,010.55
001	P311CK	65447	74498	Check	1	3737		Hiawatha Valley Ed District		Yes	No	No	05/09/2023	24,990.76
001	P311CK	65433	74499	Check	1	07141		HIGH PLAINS COOPERATIVE		Yes	No	No	05/09/2023	4,869.93
001	P311CK	65445	74500	Check	1	3282		Kennedy & Graven Chartered	C Corporation	Yes	No	No	05/09/2023	799.00
001	P311CK	65434	74501	Check	1	10141		KWIK TRIP		Yes	No	No	05/09/2023	656.03
001	P311CK	65441	74502	Check	1	3009		MASP		Yes	No	No	05/09/2023	40.00
001	P311CK	65450	74503	Check	1	5015		MENK, NICHOLE	Ind/Sole Proprietor	Yes	No	No	05/09/2023	250.00
001	P311CK	65455	74504	Check	1	7042		MERZER, SHEILA		Yes	No	No	05/09/2023	285.00
001	P311CK	65435	74505	Check	1	12540		MISSISSIPPI WELDERS SUPPLY COMP,		Yes	No	No	05/09/2023	137.70
001	P311CK	65436	74506	Check	1	12630		MOTOR PARTS & EQUIP		Yes	No	No	05/09/2023	372.75
001	P311CK	65448	74507	Check	1	3887		North Central International		Yes	No	No	05/09/2023	3,862.91
001	P311CK	65444	74508	Check	1	3263		North Central Truck Equipment		Yes	No	No	05/09/2023	447.29
001	P311CK	65442	74509	Check	1	3098	R1	Pan-O-Gold Baking Company		Yes	No	No	05/09/2023	455.13
001	P311CK	65437	74510	Check	1	1397		PEARSON EDUCATION		Yes	No	No	05/09/2023	311.64
001	P311CK	65439	74511	Check	1	2411		REINHART FOOD SERVICE		Yes	No	No	05/09/2023	18,015.13
001	P311CK	65454	74512	Check	1	6993	Remit	SOLIANT HEALTH, LLC		Yes	No	No	05/09/2023	3,832.00
001	P311CK	65453	74513	Check	1	6009		Stewartville Diamond Club		Yes	No	No	05/09/2023	125.00
001	P311CK	65452	74514	Check	1	5876		Teachers on Call	C Corporation	Yes	No	No	05/09/2023	2,486.84
001	P311CK	65449	74515	Check	1	4448		VERIZON WIRELESS		Yes	No	No	05/09/2023	147.69
001	P311CK	65440	74516	Check	1	25014		ZIEBELL'S HIAWATHA FOODS, INC.		Yes	No	No	05/09/2023	5,147.32
001	P311CK	65458	74517	Check	1	02178		CHATFIELD PUBLIC SCHOOLS		Yes	No	No	05/12/2023	300.00
001	P311CK	65461	74518	Check	1	1168		DOVER EYOTA SCHOOL DISTRICT		Yes	No	No	05/12/2023	100.00
001	P311CK	65466	74519	Check	1	7074		GET FAST		Yes	No	No	05/12/2023	800.00
001	P311CK	65460	74520	Check	1	11290		LEWISTON POST OFFICE		Yes	No	No	05/12/2023	245.00
001	P311CK	65464	74521	Check	1	4877		MINNESOTA Public Employees Insurance		Yes	No	No	05/12/2023	31,899.54
001	P311CK	65463	74522	Check	1	4800		Region 1A		Yes	No	No	05/12/2023	140.00
001	P311CK	65462	74523	Check	1	3060		Region 8 Minnesota Association of Agricult		Yes	No	No	05/12/2023	300.00
001	P311CK	65459	74524	Check	1	1005		RUSHFORD PETERSON SCHOOL DIST		Yes	No	No	05/12/2023	62.50
001	P311CK	65465	74525	Check	1	5318		The McDowell Agency, Inc.		Yes	No	No	05/12/2023	100.00
001	P311PR	65470	74526	Check	1	4951		Bremer Bank		Yes	No	No	05/15/2023	450.00
001	P311PR	65471	74527	Check	1	6265		HOME FEDERAL SAVINGS BANK		Yes	No	No	05/15/2023	42.50
001	P311PR	65473	74528	Check	1	6461		ISD 857 - Flex Plan Checking		Yes	No	No	05/15/2023	950.88
001	P311PR	65469	74529	Check	1	4786	R1	Merchants Bank		Yes	No	No	05/15/2023	375.00
001	P311PR	65468	74530	Check	1	4400		Minnesota Child Support Payment		Yes	No	No	05/15/2023	333.00
001	P311PR	65472	74531	Check	1	6283		MinnWest Bank Group		Yes	No	No	05/15/2023	256.47
001	P311PR	65467	74532	Check	1	3545		Winona National Bank		Yes	No	No	05/15/2023	160.00
001	P307CK	65480	74533	Check	1	4712		MINNESOTA UNEMPLOYMENT INSURA		Yes	No	No	05/16/2023	198.62

**Lewiston-Altura Public Schools**  
**June 2023 Misc Payments**

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Pay/Void		Amount
											Void	Date	
001	P311CK	65504	74534	Check	1	5230	Apple Awards		Yes	No	No	05/17/2023	261.08
001	P311CK	65513	74535	Check	1	6871	Arellano-Sanchez, Angela	Ind/Sole Proprietor	Yes	No	No	05/17/2023	80.00
001	P311CK	65502	74536	Check	1	3805	Auto Owners Insurance		Yes	No	No	05/17/2023	13,471.91
001	P311CK	65492	74537	Check	1	2183	B & S Rentals Inc.		Yes	No	No	05/17/2023	760.00
001	P311CK	65495	74538	Check	1	2707	City of Lewiston		Yes	No	No	05/17/2023	2,137.95
001	P311CK	65503	74539	Check	1	3906	D & A TESTING SERVICES		Yes	No	No	05/17/2023	150.00
001	P311CK	65489	74540	Check	1	18338	First Supply LLC		Yes	No	No	05/17/2023	593.08
001	P311CK	65514	74541	Check	1	6891	Harter's Trash & Recycling Inc		Yes	No	No	05/17/2023	1,675.78
001	P311CK	65497	74542	Check	1	3210	HBC		Yes	No	No	05/17/2023	818.99
001	P311CK	65482	74543	Check	1	07141	HIGH PLAINS COOPERATIVE		Yes	No	No	05/17/2023	4,018.14
001	P311CK	65517	74544	Check	1	7076	Hungerholt, Steven		Yes	No	Yes	05/17/2023	0.00
001	P311CK	65496	74545	Check	1	3172	R1 Hy-Vee Accounts Receivable		Yes	No	No	05/17/2023	678.00
001	P311CK	65511	74546	Check	1	6158	Innovative Therapy Solutions, LLC		Yes	No	No	05/17/2023	8,457.25
001	P311CK	65500	74547	Check	1	3282	Kennedy & Graven Chartered	C Corporation	Yes	No	No	05/17/2023	1,421.50
001	P311CK	65516	74548	Check	1	7023	KOVERMAN, JACKSON		Yes	No	No	05/17/2023	400.00
001	P311CK	65484	74549	Check	1	1235	LEWISTON WELDING & MACHINING, IN		Yes	No	No	05/17/2023	120.00
001	P311CK	65508	74550	Check	1	5865	R1 Loffler Companies -- 131511		Yes	No	No	05/17/2023	2,431.08
001	P311CK	65485	74551	Check	1	12420	MASSP		Yes	No	No	05/17/2023	620.00
001	P311CK	65506	74552	Check	1	5801	Midwest Bus Parts, Inc.		Yes	No	No	05/17/2023	616.40
001	P311CK	65510	74553	Check	1	5956	MiEnergy Cooperative	Other	Yes	No	No	05/17/2023	10,447.17
001	P311CK	65501	74554	Check	1	3571	MINNESOTA ENERGY RESOURCES	Other	Yes	No	No	05/17/2023	3,532.39
001	P311CK	65493	74555	Check	1	2303	MINNESOTA STATE COLLEGE-SOUTHE		Yes	No	No	05/17/2023	7,134.00
001	P311CK	65486	74556	Check	1	12630	MOTOR PARTS & EQUIP		Yes	No	No	05/17/2023	531.59
001	P311CK	65515	74557	Check	1	7018	MYERS, BRENDEN		Yes	No	No	05/17/2023	500.00
001	P311CK	65499	74558	Check	1	3263	North Central Truck Equipment		Yes	No	No	05/17/2023	167.14
001	P311CK	65512	74559	Check	1	6863	Pronschinske, Clayton		Yes	No	No	05/17/2023	250.00
001	P311CK	65488	74560	Check	1	18080	SCHILLING SUPPLY COMPANY		Yes	No	No	05/17/2023	1,506.46
001	P311CK	65494	74561	Check	1	2363	SHERWIN WILLIAMS		Yes	No	No	05/17/2023	267.82
001	P311CK	65507	74562	Check	1	5804	St. Charles Park/Recreation Dept.		Yes	No	No	05/17/2023	1,140.00
001	P311CK	65487	74563	Check	1	1350	ST. CHARLES PUBLIC SCHOOLS		Yes	No	No	05/17/2023	125.00
001	P311CK	65505	74564	Check	1	5587	Stoos Electric Inc.		Yes	No	No	05/17/2023	934.72
001	P311CK	65509	74565	Check	1	5876	Teachers on Call	C Corporation	Yes	No	No	05/17/2023	2,950.69
001	P311CK	65498	74566	Check	1	3251	Todd's Refrigeration LLC		Yes	No	No	05/17/2023	1,038.20
001	P311CK	65490	74567	Check	1	1907	TRITON HIGH SCHOOL		Yes	No	No	05/17/2023	130.00
001	P311CK	65483	74568	Check	1	08089	WABASHA-KELLOGG SCHOOLS # 811		Yes	No	No	05/17/2023	225.00
001	P311CK	65491	74569	Check	1	1932	WINONA HEATING & VENTILATING Co.,		Yes	No	No	05/17/2023	72.80
001	P311CK	65519	74570	Check	1	7076	Hungerholt, Steven		Yes	No	No	05/17/2023	330.00
001	P311CK	65518	74571	Check	1	3491	ROCHESTER INDOOR GOLF CTR		Yes	No	No	05/17/2023	180.00
001	P311CK	65521	74572	Check	1	3174	Excel Images Inc.		Yes	No	No	05/19/2023	288.30

## Lewiston-Altura Public Schools June 2023 Misc Payments

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void			Amount	
									Print	Recon	Void		Date
001	P311CK	65525	74573	Check	1	3254	Chester Pozanc Trucking & Exc. LLC		Yes	No	No	05/22/2023	921.00
001	P311CK	65523	74574	Check	1	2262	EAGLE BLUFF ELC		Yes	No	No	05/22/2023	5,801.20
001	P311CK	65524	74575	Check	1	2952	Eastwood Golf Course	Other	Yes	No	No	05/22/2023	300.00
001	P311CK	65533	74576	Check	1	6455	Fifth Avenue Awards		Yes	No	No	05/22/2023	11.00
001	P311CK	65527	74577	Check	1	4057	Harmony Golf Club		Yes	No	No	05/22/2023	20.00
001	P311CK	65532	74578	Check	1	6429	Heartland Country Club		Yes	No	No	05/22/2023	2,000.00
001	P311CK	65528	74579	Check	1	4085	IEA, INC		Yes	No	No	05/22/2023	759.84
001	P311CK	65522	74580	Check	1	09110	JOSTENS		Yes	No	No	05/22/2023	550.40
001	P311CK	65526	74581	Check	1	4056	Preston Golf Club		Yes	No	No	05/22/2023	40.00
001	P311CK	65534	74582	Check	1	6980	Procure Software Holding, LLC		Yes	No	No	05/22/2023	948.00
001	P311CK	65530	74583	Check	1	4800	Region 1A		Yes	No	No	05/22/2023	200.00
001	P311CK	65535	74584	Check	1	6993	Remit SOLIANT HEALTH, LLC		Yes	No	No	05/22/2023	7,664.00
001	P311CK	65531	74585	Check	1	5876	Teachers on Call	C Corporation	Yes	No	No	05/22/2023	2,770.32
001	P311CK	65529	74586	Check	1	4448	VERIZON WIRELESS		Yes	No	No	05/22/2023	321.40
001	P311CK	65536	74587	Check	1	6946	Northern Hills Golf Course		Yes	No	No	05/26/2023	300.00
001	P311CK	65538	74588	Check	1	6946	Northern Hills Golf Course		Yes	No	No	05/31/2023	25.00
001	P311PR	65552	74589	Check	1	6406	Ameritas Life Insurance Corp		Yes	No	No	05/31/2023	141.20
001	P311PR	65549	74590	Check	1	4951	Bremer Bank		Yes	No	No	05/31/2023	450.00
001	P311PR	65545	74591	Check	1	11202	Education Minnesota - Lewiston-Altura		Yes	No	No	05/31/2023	3,940.54
001	P311PR	65550	74592	Check	1	6265	HOME FEDERAL SAVINGS BANK		Yes	No	No	05/31/2023	42.50
001	P311PR	65553	74593	Check	1	6461	ISD 857 - Flex Plan Checking		Yes	No	No	05/31/2023	950.88
001	P311PR	65546	74594	Check	1	17090	MADISON NATIONAL LIFE		Yes	No	No	05/31/2023	895.46
001	P311PR	65548	74595	Check	1	4786	R1 Merchants Bank		Yes	No	No	05/31/2023	375.00
001	P311PR	65551	74596	Check	1	6283	MinnWest Bank Group		Yes	No	No	05/31/2023	256.47
001	P311PR	65547	74597	Check	1	3545	Winona National Bank		Yes	No	No	05/31/2023	160.00
001	P312CK	65567	74598	Check	1	6376	Ed Midwest LLC		Yes	No	No	06/05/2023	5,350.00
001	P312CK	65569	74599	Check	1	7014	KANZ, ABIGAIL		Yes	No	No	06/05/2023	1,000.00
001	P312CK	65556	74600	Check	1	11260	LEWISTON JOURNAL		Yes	No	No	06/05/2023	252.00
001	P312CK	65565	74601	Check	1	5865	R1 Loffler Companies -- 131511		Yes	No	No	06/05/2023	201.52
001	P312CK	65557	74602	Check	1	1631	Minnesota Association of Agricultural Educ		Yes	No	No	06/05/2023	522.00
001	P312CK	65562	74603	Check	1	3361	Minnesota FFA Association		Yes	No	No	06/05/2023	296.00
001	P312CK	65561	74604	Check	1	3223	MINNESOTA HISTORICAL SOCIETY		Yes	No	No	06/05/2023	120.00
001	P312CK	65564	74605	Check	1	5723	Minnesota State High School Mathematics		Yes	No	No	06/05/2023	24.00
001	P312CK	65560	74606	Check	1	3184	Remit Rochester Telecom Systems, Inc		Yes	No	No	06/05/2023	5.09
001	P312CK	65568	74607	Check	1	6993	Remit SOLIANT HEALTH, LLC		Yes	No	No	06/05/2023	3,832.00
001	P312CK	65558	74608	Check	1	18397	SOUTHEAST SERVICE COOPERATIVE		Yes	No	No	06/05/2023	539.00
001	P312CK	65566	74609	Check	1	5876	Teachers on Call	C Corporation	Yes	No	No	06/05/2023	3,131.10
001	P312CK	65559	74610	Check	1	1883	XCEL ENERGY		Yes	No	No	06/05/2023	1,682.74
001	P312CK	65563	74611	Check	1	5687	Youth Frontiers, Inc.		Yes	No	No	06/05/2023	2,625.00

## Lewiston-Altura Public Schools June 2023 Misc Payments

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void				Amount
									Print	Recon	Void	Date	
001	P312CK	65573	74612	Check	1	6956	BERGANKDV	C Corporation	Yes	No	No	06/02/2023	1,125.00
001	P312CK	65571	74613	Check	1	4077	CollegeBoard		Yes	No	No	06/02/2023	371.00
001	P312CK	65572	74614	Check	1	6792	Fillmore Central Schools		Yes	No	No	06/02/2023	14.83
001	P312CK	65574	74615	Check	1	7064	Remit First Student, Inc		Yes	No	No	06/02/2023	7,230.90
001	P312CK	65575	74616	Check	1	7074	GET FAST		Yes	No	No	06/02/2023	200.00
001	P312CK	65570	74617	Check	1	2524	R1 GRAINGER		Yes	No	No	06/02/2023	40.28
001	P312CK	65576	74618	Check	1	6948	BONOW, GARRETT		Yes	No	No	06/07/2023	30.00

Bank Total: \$298,305.14

Report Total: \$298,305.14

## Lewiston-Altura Public Schools June 2023 Wire Payments

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void	Amount
												Date	
001	PMME11	65456		Wire	1 3571		MINNESOTA ENERGY RESOURCES	Other	No	No	No	05/11/2023	3,721.42
001	A1123P	65457		Wire	1 6916		ArbiterSports		No	No	No	05/11/2023	5,000.00
001	P311PR	65474		Wire	1 1053		MINNESOTA ELECTRONIC FUNDS		No	No	No	05/15/2023	7,249.27
001	P311PR	65475		Wire	1 1054		FEDERAL TAXES		No	No	No	05/15/2023	50,643.76
001	P311PR	65476		Wire	1 18600		MINNESOTA TEACHERS RETIREMENT ,		No	No	No	05/15/2023	27,415.47
001	P311PR	65477		Wire	1 18610		Public Employers Retirement Association		No	No	No	05/15/2023	8,903.77
001	P311PR	65478		Wire	1 4373		ING		No	No	No	05/15/2023	2,193.82
001	P311PR	65479		Wire	1 6496		EDUCATORS BENEFIT CONSULTANTS LLC - Partnership		No	No	No	05/15/2023	8,122.83
001	P23A11	65481		Wire	1 5546		VISA		No	No	No	05/18/2023	1,343.57
001	P311BN	65520		Wire	1 5631		BSN Sports		No	No	No	05/19/2023	0.00
001	P311AM	65537		Wire	1 3128	R1	Amazon Capital Services		No	No	No	05/26/2023	2,295.50
001	P311PR	65539		Wire	1 1053		MINNESOTA ELECTRONIC FUNDS		No	No	No	05/31/2023	6,857.73
001	P311PR	65540		Wire	1 1054		FEDERAL TAXES		No	No	No	05/31/2023	44,680.44
001	P311PR	65541		Wire	1 18600		MINNESOTA TEACHERS RETIREMENT ,		No	No	No	05/31/2023	26,518.59
001	P311PR	65542		Wire	1 18610		Public Employers Retirement Association		No	No	No	05/31/2023	6,874.67
001	P311PR	65543		Wire	1 4373		ING		No	No	No	05/31/2023	2,193.82
001	P311PR	65544		Wire	1 6496		EDUCATORS BENEFIT CONSULTANTS LLC - Partnership		No	No	No	05/31/2023	8,122.83
001	PDE12	65554		Wire	1 5100		DELTA DENTAL OF MINNESOTA		No	No	No	06/05/2023	1,999.71

Bank Total: \$214,137.20

Report Total: \$214,137.20



# Hiawatha Valley Education District

HVED District Office, 1410 Bundy Blvd, Winona, MN 55987

No. 61-6013 P: 507.452.1200 F: 507.452.3422 [www.hved6013.org](http://www.hved6013.org)

---

June 2, 2023

This purchase agreement for Food Service Director services entered into by and between Hiawatha Valley Education District (HVED) and Lewiston-Altura Public Schools beginning on June 2, 2023 and continuing through the 2023-2024 fiscal year.

As a licensed food service director, Vickie Speltz will provide food service connections, paperwork, and oversight for breakfast and lunch meals for HVED programming in Kellogg, Hokah, and Winona. The food service director will facilitate the process of establishing HVED as a food service sponsor for the National School Lunch Program. The Executive Director of Hiawatha Valley Education District is responsible for the oversight of these services.

We agree as follows:

1. Total package will be based on the hourly rate of \$43.36, which includes hourly rate, incentive pay, FICA, PERA, and insurance benefits. Travel and mileage costs will be charged additionally at the Federal IRS rate current at the time of travel.
2. Duration of services shall be from June 2, 2023 through the 2023-2024 fiscal year.
3. Time worked as a Food Service Director is to be recorded in 15-minute increments and any hours over 40 per week will be paid at time and a half.
4. Lewiston-Altura Public Schools will bill the Hiawatha Valley Education District semi-annually as of June 30 and December 31 of each year.

Lewiston-Altura Public Schools may terminate this agreement by written notice. Notice of termination will relieve the Contractor of its required continuing compliance to this agreement including rendering of services. This Agreement may also be terminated by either party by providing not less than thirty (30) days written notice to the other party.

IN WITNESS WHEREOF, the foregoing terms are agreed to and accepted by the parties.

\_\_\_\_\_  
Name: Gwen Carman  
Title: Superintendent  
Lewiston-Altura Public Schools

\_\_\_\_\_  
Name: Debra C. Marcotte  
Title: Executive Director  
Hiawatha Valley Education District

---

***Exceptional Teams Empowering Exceptional Students***

CALEDONIA • CHATFIELD • DOVER-EYOTA • HOUSTON • LACRESCENT-HOKAH • LANESBORO • LEWISTON-ALTURA • MABEL-CANTON  
PLAINVIEW-ELGIN-MILLVILLE • RUSHFORD-PETERSON • ST. CHARLES • SPRING GROVE • WABASHA-KELLOGG  
BLUFFVIEW MONTESSORI CHARTER SCHOOL • RIDGEWAY COMMUNITY CHARTER SCHOOL

**Memorandum of Understanding  
Between  
ISD #857 Board of Education  
And  
EdMN/L-A**

The Lewiston-Altura School District #857 & the Education Minnesota Lewiston Altura Association do hereby agree that there was a clerical error in the 2021-2023 Master Agreement in Appendix B2 (2022-2023).

Specifically, under “Hourly Rates” the compensation for ‘Summer School Instruction’ should be ‘Teacher’s Hourly Rate of Pay from School Year just completed.’

ISD #857 Representatives

Education Minnesota Lewiston-Altura

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
President

\_\_\_\_\_  
School Board Clerk

\_\_\_\_\_  
Lieutenant President

\_\_\_\_\_  
School Board Negotiations Spokesperson

\_\_\_\_\_  
EMLA Negotiations Spokesperson

Date \_\_\_\_\_

Date \_\_\_\_\_



**Complete Facility Management.**

**Fully Integrated Programs that Save Money and Improve Quality:**

- **Building Maintenance**
- **Custodial Services**
- **Grounds Management**
- **Project Management**

[mnelson@dashirmanagement.com](mailto:mnelson@dashirmanagement.com)  
[www.dashirmanagement.com](http://www.dashirmanagement.com)  
Dashir Management Services, Inc.  
605-253-2000

## **Mission**

To provide a service that instills pride in our partners, who consist of management, staff, and customers, all committed to constantly improving the environment for working, teaching and learning.

## **Means**

This mission is accomplished by providing personal and financial growth opportunities for our employees and high quality service resulting in financial savings for our customers.

## **Core Values**

### We Value Integrity

- We are honest and fair in our business practices and partnerships
- We display integrity in our personal and professional decisions
- We practice personal accountability

### We Value Our People

- We treat people the way we would want our family to be treated
- We understand and respect the need for life and work balance
- We invest in our people to help prepare them for a more successful future

### We Value Our Customers

- We deliver excellence
- We practice the “Golden Rule”
- We strive to exceed expectations

### We Value Safety

- We place a high value on work site safety
- We have a culture of safety
- We want everyone to go home safely everyday

### We Value Community

- We recognize the interconnectedness of our communities
- We hire and buy locally
- We invest in our schools and promote public service

### **What is Complete Facility Management?**

- It's the management of the custodians, building maintenance, grounds, equipment, budgets, capital projects, and preparing the building for daily needs.

### **What benefits can Dashir provide that are difficult to generate in house?**

- The expertise of the management company
- Frees up the time of the administration
- Implementation of new programs
- Proper usage of products and equipment
- Save the district money

### **What does Dashir do?**

- Hire good people – Dashir deals with all personnel issues.
- Facility Manager – Dashir provides a full time on site facility manager
- Training for manager and staff
- Provide accountability through visits and inspections
- Manage employee discipline as needed
- Manage employee safety, injuries and work comp claims
- Daily cleaning of all the facilities
- Disinfecting all facilities
- Daily maintenance requests of all the facilities
- Check boilers
- Managing maintenance contractors
- Preventive maintenance
- Mowing and trimming
- Snow removal
- Landscaping
- Construction Project Management
- Detail summer cleaning
- Floor refinishing
- Finishing gym floors
- Keep board informed through board reports
- Other duties as requested by the district

### **Why Dashir?**

- Expertise – Dashir has over 20 years of experience managing the facilities for public schools.
- Save the Administration Time – The district administration can spend less time dealing with facility issues and facility department personnel issues. This benefit

provides them with more time to focus on education.

- Support – Dashir provides weekly support, training and accountability for the facility manager and the rest of the staff.
- Training – Dashir provides the training for the facilities department and is able to share best practices from other schools we work with.
- Accountability – Through monthly inspections Dashir provides accountability for all of our staff.
- Budget management – Dashir works closely with the administration to adhere to the facility budgets.
- Change – Having the area manager enables us to better manage transitions with staff.
- Efficiency – Dashir works to make the most efficient use of the FTE's.
- Purchasing – Dashir provides savings to the district on supplies through purchasing agreements and taking the time to shop for the best value.
- Flexibility – Dashir employees are not locked into any one job and are willing to help as needed throughout the district.
- Community – Dashir employees are part of this community.

### **Who does the district talk to if they have a question or concern?**

- Mike Nelson - 608-495-1682 – President and Co-owner of Dashir

### **Employee Benefits Provided:**

- Health Insurance
- Dental Insurance
- Company paid Short Term Disability
- Company Paid Life Insurance Policy
- Matching Retirement plan
- Paid Vacation
- Paid sick Leave
- Paid grief Leave
- Education reimbursement
- Growth opportunities

### **Dashir Training Program**

- Basic Cleaning Techniques
- Educational Facility Disinfection
- Restroom Sanitation
- The Life Cycle of Floor Care
- The Life Cycle of Carpet Care
- Wood Floor Care

## **Annual Required Training Provided**

- January- Safe Schools Training – Slips, Trips, and Falls for Custodians, Maintenance, and Facilities
- February- Safe Schools Training- Hearing Loss Prevention
- March- Safe Schools Training- Asbestos Awareness
  - Dashir Management website IAQ training printout
- April- Safe Schools Training- Electrical Safety
- May- Safe Schools Training- Lockout/Tagout: Energy Release
- June- Safe Schools Training- Back Injury and Lifting for Custodial and Maintenance
- July- Safe Schools Training – Compressed Gas Safety
- August- Safe Schools Training- Bloodborne Pathogen Exposure Prevention
- September- Safe Schools Training- Confined Spaces
- October- Safe Schools Training – Personal Protective Equipment
- November- Safe Schools Training- Safety Data Sheets
- December- Safe Schools Training- Hazard Communication: Right to Know

## **School Cleaning Specifications**

### **Classrooms, IMC, Study**

- Remove trash and recyclable and clean containers (daily)
- Vacuum carpet (daily)
- Spot clean carpet (daily)
- Wipe horizontal surfaces (weekly)
- Chalkboards and trays (weekly)
- Pencil sharpeners (daily)
- Clean sinks (daily)
- Glass cleaned (daily)
- Wipe desks and cabinets (weekly)
- Tile floors dust mopped and damp mopped (daily)
- Extract carpet (twice annually)
- Scrub and re- coat tile floors (annually) min.

### **Corridors including entrances**

- Dust mop hard surface floors daily min.
- Spot mop floors (daily) min.
- Clean and sanitize drinking fountains (daily) min. •
- Auto scrub floors (daily) min.
- Vacuum mats (daily)
- Vacuum carpet (daily)
- Wipe smudges (daily)
- Dust horizontal surfaces (weekly)

- Extract Carpet
- Strip and re-coat hard surface floors
- Scrub and re-coat hard floors

### **Restrooms**

- Empty trash daily or as needed
- Wipe stainless (daily)
- Wipe smudges from vertical surfaces (daily)
- Clean and sanitize fixtures (daily)
- Sweep and sanitize floors (daily)
- Stock paper supplies (daily or as needed)

### **Cafeteria**

- Set up for Breakfast and lunch
- Set up for other use if required
- Remove trash and clean containers
- Dust mop and auto scrub floors
- Remove any smudges or stains from horizontal surfaces and walls (daily)

### **Locker rooms**

- Empty trash and clean containers (daily)
- Clean smudges etc. from vertical surfaces (daily)
- Clean and sanitize fixtures (daily)
- Sweep and sanitize floors.(daily)
- Sanitize shower floors and walls (daily)
- Clean soap scum from walls (at least weekly or as needed)
- Wipe down lockers (weekly)

### **Offices**

- Empty trash and clean container (daily)
- Vacuum carpet (daily)
- Dust mop and damp mop hard floors (daily)
- Wipe smudges (daily)
- Spot clean glass (daily)
- Wipe horizontal surfaces (weekly)
- Extract carpet (annually, min.)

### **Kitchen and serving area**

- Empty trash and clean container (daily)
  - Sweep and scrub floor with degreaser (daily)
-

# Dashir Management Services, Inc.

---

E8723A County Road H – Wisconsin Dells WI 53965

## Management Agreement

May 31, 2023

Dashir Management Services, Inc. proposes to provide the facility management program for the Lewiston – Altura District Schools for the purpose of providing a clean, well maintained, and safe environment for the staff, visitors, and students in all district facilities.

The terms proposed are as follows:

1. The program will require 4 full-time equivalent positions (FTE's) or 160 (paid) weekly hours.
  - o 1 - Facility Manager
  - o 3 – Cleaners
2. Dashir will fill future positions as they become available in the facilities department based on the hourly wage plus the same percentage markup used for all other positions in this agreement.
3. The District and Dashir may review and discuss adjustments to staffing levels annually based on the changing needs of the District. This contract price would be adjusted accordingly based on the hourly wage of any employee affected.
4. The District will provide all cleaning supplies, custodial equipment, PPE, and maintenance tools.
5. The District will provide a vehicle for the use of the facility manager and maintenance staff or pay mileage for personal vehicle use for district assigned work. District vehicle are to be kept in the district assigned parking areas.
6. The District will provide the office and computer as required for the facility manager to perform their job.
7. The District will provide a cell phone or pay a monthly allowance for the facility manager.
8. Dashir, with input from the District Administration, will be responsible for the assignment of schedules and supervision of all employees in the maintenance and custodial department.
9. Dashir will provide access to its purchasing agreements and assist the District to assure the greatest savings possible on any other purchases.
10. Dashir will monitor the success of the program through inspections conducted by the on-site facility manager.
11. Dashir and District Administration will meet regularly to review progress and resolve any problems that may occur.
12. Dashir will provide the District with a current certificate of workers compensation insurance from an insurance provider licensed in the State.

13. Dashir will comply with all labor laws of the State and Federal standards that may apply.
14. Dashir employees will comply with all policies of the District.
15. Dashir agrees to provide any information related to actual labor cost, as may be requested by the District Administration.
16. The District agrees to provide budget information, including monthly year-to-date reports as they relate to the Custodial and Maintenance Department.
17. This agreement will remain in force for 3 years beginning July 1, 2023, through June 30, 2026. The agreement will be automatically renewed unless either party requests a change 90 days prior to the contract date in writing. The agreement may be terminated by either party, with a 90-day written notice for failure to perform.
18. Dashir will meet with the district annually to review performance. This agreement can be terminated by either party with a ninety-day written notice following this annual review for failure to perform, or if either party decides it is no longer in their best interest to continue the agreement.
19. The contract amount will be adjusted only when a change in service responsibility occurs or in the event of an increase in the wage and benefit package offered to the District's non-licensed support staff. The adjustment shall be effective with the commencement of the change in service responsibilities or the effective date of the increase in wage and benefit package.
20. The annual contract amounts will increase in a percentage equal to the increase offered to the districts non licensed support staff as indicated above in item 18.
21. This contract could be opened for renegotiation if local, state or federal minimum wage laws are changed.
22. The District agrees not to offer employment in the same position to any Dashir supervisory employees during the term of this agreement and for one year following termination of this agreement, either directly, or indirectly, without the expressed written permission of Dashir Management Services, Inc...
23. Dashir Management Services, Inc. hereby agrees to indemnify and hold the district harmless from all claims relating to its work performed pursuant to this Agreement. The district agrees to indemnify and hold harmless Dashir Management Services, Inc. from all claims relating to the acts or omissions of District employees, agents or representatives, and from claims relating to defects or fault relating to property owned by the district.

If you agree with the contract as indicated above, please sign below.

X

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

X

\_\_\_\_\_  
Dashir President

\_\_\_\_\_  
Date

**Addendum "A" 4 FTE**

Dashir Management Services, Inc. will provide the program and all employees as indicated on page one of the agreement.

Dashir will begin invoicing as positions are filled, with the cleaner (s) expected to be hired in April, and the facility manager's position expected to be filled on July 1, 2023.

**The cost for this option:**

**FY- 2023 – 2024**

**\$262,256.36 annually or \$10,086.78 bi-weekly**

1. The cost of this service will be adjusted by a percentage equal to any adjustment awarded to District employees as indicated previously on line 18 of this agreement.
2. Any extra hours worked over and above the contracted amount would be with authorization of School District Administration and would be charged to the district at a rate of the actual paid wages plus 30%.

# Lewiston-Altura Public Schools Strategic Plan

## Spring 2023 - Fall 2025

**Vision Statement** *(where we want to be):*

**Growing A Respectful Community of Learners.**

**Mission Statement** *(what we do every day):*

**To educate a Caring, Adaptable, Respectful, Determined, Successful community of learners.**

June 12, 2023

STRATEGIC PRIORITY	GOALS	ACTION STEPS	ACTION PLANNING TEAM MEMBERS/ Responsibility	Status
<b>1. STUDENT SUCCESS</b>  Provide all students the education they need for success: academically, socially and emotionally.	<b>1.1 Implement standards-based instruction and assessment to grow student achievement at all levels.</b>	1.1.1 By Spring 2024 complete a district three year training sequence in order for each certified staff member to effectively implement a standards based curriculum mapping process.	Dave Riebel Jenny Koverman Erin Spencer Katie Falkowski Randi Ruppert	
		1.1.2 By Spring 2024 establish a standards-based curriculum review cycle that aligns with legislative adoptions with input from instructional staff and administration, including the Systems Accountability Committee.		
		1.1.3 By Spring 2024, each teacher will develop at least two assessments of a priority standard that provides data that can be used formatively to inform instruction and summatively to determine learning levels.		
		1.1.4 By Fall 2025, we will design a professional development system/schedule that continuously addresses and supports curriculum mapping, standards based assessments and review.		
	<b>Goal 1.2 = Ensure that there is a comprehensive education plan from early childhood</b>	1.2.1 By Fall 2025, establish specific Career and College Readiness measurements for high school seniors, and a K-grade 11 scope and sequence for preparing students for those outcomes.	Administration Teachers Parents	

	through high school for each student to promote life, career, and post-secondary success.			
	<b>Goal 1.3 = Build and utilize a system to assess and support social and emotional competencies within all members of our schools.</b>	1.3.1 In each school year, the district will continue to support a PK-12 staff Wellness Committee and a SEL & Mental Health Leadership Committee to promote and support staff social-emotional health.	Lori Anderson Tori Todd Randi Ruppert Michelle MacPherson Dave Riebel Cory Hanson Gwen Carman	
		1.3.2 By Fall 2024, define and implement a Multi Tiered System of SEL Supports for PK-12 students.		
		1.3.3 By Spring 2025, expand the district assessment systems to help identify student levels of SEL needs.		
		1.3.4 By Fall 2024, provide staff with training and support systems that address social - emotional competencies of students and staff.		
		1.3.5 By Spring 2024, assess various SEL support curriculums to determine recommendations of which one(s) can effectively be utilized across grade levels for continuity of messaging, vocabulary, etc.		
<b>2. EFFECTIVE STAFFING</b>  Hire, maintain, train and support staff to be as effective as possible.	<b>2.1 - Hire, develop and retain high quality staff.</b>	2.1.1 Consistently, teachers, administration and school board will intentionally explore financial and other incentives to attract and maintain staff that can be implemented through contract negotiations, district practices and/or staff handbooks.	Cory Hanson Sara Daley Jane Weaver Vickie Speltz Mari Jo Starks Shannon Czaplowski	
		2.1.2 By Fall of 2023, review and recommend changes to hiring processes on Applitrack or other options to determine if the recruitment and application process are inviting or are inadvertently discouraging candidates from applying.		

	<b>2.2 - Prioritize professional development for all employee groups.</b>	2.2.2 By Fall of 2023, determine where to place staff development in successful classroom/behavior management techniques. including classroom setup, routines, etc. to help teachers be successful yearly within the calendar.	District Staff Development Committee	
		2.2.3 By Spring of 2024 for the 2024-25 calendar, designate specific dates for training for all employee groups.	Calendar Committee	
		2.2.4 By Fall of 2023, determine a specific plan to train all non-certified staff on ALICE, Fire Drills, Tornado Drills, basic emergency procedures, etc.	District Staff Development Committee	
	<b>2.3 - Create and implement a plan to develop a "Cardinal Culture" that fulfills our mission and vision.</b>	2.3.1 By Spring 2024, develop a detailed on-boarding process for staff, {including for staff that are hired after the start of the school year). On-boarding process will include explaining contracts and benefits, job shadowing opportunities, our Cardinal Culture, classroom teacher expectations for curriculum, instruction, student management, paraprofessional expectations for special education laws, IEP information, effective instructional support strategies and having HS student leaders welcome the new staff and share their perspectives of Cardinal Culture.	Teacher Mentors Principals	
		2.3.2 By Fall of 2023, establish a districtwide 'social committee' (with the Wellness Committee) to develop a calendar of at least 2 family oriented activities for all staff socials.	2 reps/building Wellness Committee	
		2.3.3 By Fall of 2023, promote and continue to develop the Cardinal Cares program with PK-5 students and Community of Cards Membership Cards with 6-12 students.	Principals Staff	





<p><b>5. COMMUNITY ENGAGEMENT</b></p> <p>Engage with parents, community members and business members.</p>	<p><b>5.1 Educate both the external and internal community on long term facilities, financial and educational needs.</b></p> <p><b>5.2 Implement an intentional and consistent plan to strengthen and improve external and internal messaging.</b></p> <p><b>5.3 Strengthen student, staff and community pride in the Lewiston - Altura School District.</b></p>	<p>511 By May 2023, establish a committee that consists of representation of parents {early childhood, L-A, St. John's, Silo}, administration and school board to meet bi-monthly to develop specific strategies for promoting community engagement and information sharing about the school district.</p> <p>52 By August 2023, establish plans for providing the community factual information about the November 2023 ballot questions.</p> <p>5.2.1 By September 2023, complete an audit of current internal and external communication strategies: List of strategies; What is working and should be continued?; What is not working and needs to stop?; What needs to start? What needs to be improved?</p> <p>5.2.2 By October 2023, Develop a comprehensive communication plan that promotes the L-A School District through multiple channels: Search Engines; Social Media; Sponsorships; Partnerships; Print Media; Presence in Community; Visual Media.</p> <p>5.2.3 By September 2023, ask the local non-public schools to participate in monthly joint meetings with L-A that includes clergy, school administrators, school board members. Purpose of meetings would be to exchange information about schools' activities and events, discover common values and challenges related to educating student, and supporting youth and families. Meeting locations can rotate to enable all to visit each others' schools.</p> <p>5.3.1 By October 2023, develop plans for intentionally and consistently celebrating the strengths and successes of our licensed and unlicensed staff, graduating seniors, and alumni.</p>	<p>Bree Maki Gwen Carman Matt Daley Robin Randall Amber Reps Heather Buege Eric Shurson Tammy Kreidermacher</p>	
---	--	--	---	--


# Special Election Ballot

## Independent School District No. 857 (Lewiston-Altura Public Schools)

November 7, 2023

---

### Instructions to Voters:

To vote, completely fill in the oval(s) next to your choice(s) like this: .

---

To vote for a question, fill in the oval next to the word "Yes" on that question.  
To vote against a question, fill in the oval next to the word "No" on that question.

---

### School District Question 1 Revoking Existing Referendum Revenue Authorization; Approving New Authorization

The school board of Independent School District No. 857 (Lewiston-Altura Public Schools) has proposed to revoke the school district's existing referendum revenue authorization of \$51.92 per pupil and to replace the authorization with a new authorization of \$760 per pupil. The proposed referendum revenue authorization would increase each year by the rate of inflation and be applicable for ten years, beginning with taxes payable in 2024, unless otherwise revoked or reduced as provided by law.

**Yes**

Shall the increase in the revenue proposed by the board of Independent School District No. 857 be approved?

**No**

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU  
ARE VOTING FOR A PROPERTY TAX INCREASE.**

---

**School District Question 2**  
**Approval of School District Bond Issue**

**Yes**

**No**

Shall the school board of Independent School District No. 857 (Lewiston-Altura Public Schools) be authorized to issue its general obligation school building bonds in an amount not to exceed \$26,645,000 to provide funds for the acquisition and betterment of school sites and facilities, including the construction of a secure entry at the elementary school and a secure office at the high school; remodeling and updates to kindergarten rooms and restrooms; the construction of building additions at the high school to provide new music, career and technical education, and multipurpose spaces, additional storage, and a receiving area; the remodeling, repair, refurbishing and upgrading of science and art classrooms, the media center, support spaces, locker rooms and weight room at the high school; the construction of improvements to parking lots, bus and parent drop off and pickup areas and traffic flow improvements at school sites and facilities; and the construction and installation of mechanical, HVAC, plumbing and electrical infrastructure improvements at school sites and facilities?

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU  
ARE VOTING FOR A PROPERTY TAX INCREASE.**

---

**School District Question 3**  
**Approval of School District Bond Issue**

**Yes**

**No**

If School District Question 2 is approved, shall the school board of Independent School District No. 857 (Lewiston-Altura Public Schools) also be authorized to issue its general obligation school building bonds in an amount not to exceed \$12,540,000 to provide funds for the acquisition and betterment of school sites and facilities, including the construction of improvements to convert the existing main gymnasium at the high school into a performing arts space; and the construction and equipping of a competition gymnasium, locker rooms, lobby and support spaces?

**BY VOTING "YES" ON THIS BALLOT QUESTION, YOU  
ARE VOTING FOR A PROPERTY TAX INCREASE.**

---

**PUBLIC NOTICE**

Independent School District No. 857 gives notice to parents of students currently in attendance in the District, and eligible students currently in attendance in the District, of their rights regarding pupil records.

1. Parents and eligible students are hereby informed that they have the following rights:
  - a. That a parent or eligible student has a right to inspect and review the student's education records within 45 days after the day the request for access is received by the school district. A parent or eligible student should submit to the school district a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect. The parent or eligible student will be notified of the time and place where the records may be inspected;
  - b. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights. A parent or eligible student may ask the school district to amend a record that they believe is inaccurate or misleading. The request shall be in writing, identify the item the parent or eligible student believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the parent or eligible student wishes the school district to make. The request shall be signed by the parent or eligible student. If the school district decides not to amend the record as requested by the parent or eligible student, the school district will notify the parent or eligible student of the decision and advise him or her of the right to a hearing regarding the request for amendment. Additional information regarding the hearing procedures will be provided to the parent or eligible student when notified of the right to a hearing;
  - c. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosures without consent;
  - d. That the school district may disclose education records to other school officials within the school district if the school district has determined they have legitimate educational interests. For purposes of such disclosure, a "school official" is a person employed by the school district as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel) or other employee; a person serving on the school board; a person or company with

whom the school district has consulted to perform a specific task (such as an attorney, auditor, medical consultant, therapist, public information officer or data practices compliance official); or a parent or student serving on an official committee, such as a disciplinary or grievance committee; or any individual assisting a school official in the performance of his or her tasks. A school official has a “legitimate educational interest” if the individual needs to review an education record in order to fulfill his or her professional responsibility and includes, but is not limited to, an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student and student health and welfare and the ability to respond to a request for educational data;

- e. That the school district forwards education records on request to a school or post-secondary educational institution in which a student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student’s enrollment, including information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, suspension and expulsion information pursuant to U.S.C. § 7917, part of the federal Every Student Succeeds Act, data regarding a student’s history of violent behavior, and any disposition order which adjudicates the student as delinquent for committing an illegal act on school district property and certain other illegal acts;
- f. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the school district to comply with the requirements of 20 U.S.C. § 1232g, and the rules promulgated thereunder, the name and address of the office that administers the Family Education Rights and Privacy Act is:

Family Policy Compliance Office  
U.S. Department of Education  
400 Maryland Avenue, S.W.  
Washington, D.C. 20202-4605

- 2. Copies of the school board policy and accompanying procedures and regulations are available to parents and students upon written request to the Superintendent.
- 3. Pursuant to applicable law, Independent School District No.857 gives notice to parents of students currently in attendance in the school district, and eligible students currently in attendance in the school district, of their rights regarding “directory information.”

“Directory information” includes the following information relating to a student: the student’s name; address; telephone number; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance;

grade level; enrollment status; participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; the most recent educational agency or institution attended by the student; and other similar information. "Directory information" also includes the name, address and telephone number of the student's parent(s). "Directory information" does not include a student's social security number or a student's identification number (ID) if the ID may be used to access education records without use of one or more factors that authenticate the student's identity such as a personal identification number, password, or other factor known or possessed only by the authorized user. It also does not include identifying information on a student's religion, race, color, social position or nationality.

- a. THE INFORMATION LISTED ABOVE SHALL BE PUBLIC INFORMATION WHICH THE SCHOOL DISTRICT MAY DISCLOSE FROM THE EDUCATION RECORDS OF A STUDENT OR INFORMATION REGARDING A PARENT.
  - b. SHOULD THE PARENT OF A STUDENT OR THE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT EXCEPT TO SCHOOL OFFICIALS AS PROVIDED UNDER FEDERAL LAW.
  - c. IN ORDER TO MAKE ANY OR ALL OF THE DIRECTORY INFORMATION LISTED ABOVE "PRIVATE" (I.E. SUBJECT TO CONSENT PRIOR TO DISCLOSURE), THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE BUILDING PRINCIPAL WITHIN THIRTY (30) DAYS AFTER THE DATE OF THE LAST PUBLICATION OF THIS NOTICE. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:
    - (1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;
    - (2) HOME ADDRESS;
    - (3) SCHOOL PRESENTLY ATTENDED BY STUDENT;
    - (4) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;
    - (5) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH IS NOT TO BE MADE PUBLIC WITHOUT THE PARENT'S OR ELIGIBLE STUDENT'S PRIOR WRITTEN CONSENT.
5. Pursuant to applicable law, Independent School District No. 857 hereby gives notice to parents of students and eligible students in grades 11 and 12 of their rights regarding release of information to military recruiting officers and post-secondary educational institutions. The school district must release the names, addresses, and home telephone numbers of students in grades 11 and 12 to

military recruiting officers or post-secondary educational institutions within sixty (60) days after the date of the request. Data released to military recruiting officers under this provision may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military and cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces.

SHOULD THE PARENT OF A STUDENT OR THE ELIGIBLE STUDENT SO DESIRE, ANY OR ALL OF THE LISTED INFORMATION WILL NOT BE DISCLOSED TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY RECRUITERS WITHOUT PRIOR CONSENT.

IN ORDER TO REFUSE THE RELEASE OF THIS INFORMATION WITHOUT PRIOR CONSENT, THE PARENT OR ELIGIBLE STUDENT MUST MAKE A WRITTEN REQUEST TO THE RESPONSIBLE AUTHORITY, THE BUILDING PRINCIPAL, BY SEPTEMBER 1ST EACH YEAR. THIS WRITTEN REQUEST MUST INCLUDE THE FOLLOWING INFORMATION:

- (1) NAME OF STUDENT AND PARENT, AS APPROPRIATE;
- (2) HOME ADDRESS;
- (3) STUDENT'S GRADE LEVEL;
- (4) SCHOOL PRESENTLY ATTENDED BY STUDENT;
- (5) PARENT'S LEGAL RELATIONSHIP TO STUDENT, IF APPLICABLE;
- (6) SPECIFIC CATEGORY OR CATEGORIES OF INFORMATION WHICH ARE NOT TO BE RELEASED TO MILITARY RECRUITERS WITHOUT PRIOR CONSENT;
- (7) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITERS.

*Notice: Refusal to release the above information to military recruiting officers alone does not affect the school district's release of directory information to the public, including military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in the Directory Information section of this notice also must be followed. If you do not want your child's or eligible student's directory information released to military recruiting officers or post-secondary educational institutions, you also must notify the school district that you do not want this directory information released to any member of the public, including military recruiting officers and post-secondary educational institutions.*

INDEPENDENT SCHOOL DISTRICT NO. 857  
LEWISTON-ALTURA, MINNESOTA

Dated: \_\_\_\_\_

*Note: The use of this form requesting information about specific activities or behavior is mandated by statute. In addition, the school district is required to maintain such requests and a record of any release in the student's file.*

**JUVENILE JUSTICE SYSTEM  
REQUEST FOR INFORMATION**

Family Educational Rights and Privacy Act  
Minnesota Government Data Practices Act, Minn. Stat. § 13.32, Subds. 3(i) and 8(b)

**DATE/TIME OF REQUEST:** \_\_\_\_\_

**TO:** \_\_\_\_\_  
(Superintendent of school district or chief administrative officer of school)

**FROM:** \_\_\_\_\_  
(Requester's name/agency)

**STUDENT:** \_\_\_\_\_

**BASIS FOR REQUEST:**

- \_\_\_\_\_ Juvenile delinquency investigation/prosecution
- \_\_\_\_\_ Child protection assessment/investigation
- \_\_\_\_\_ Investigation/filing of CHIPS or delinquency petition

**REASON FOR REQUEST:** (Requester must describe why information regarding existence of the data marked below is necessary to effectively serve the student)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**RESPONSE TO REQUEST:**

The school must indicate whether it has data on the student that document any activity or behavior marked by the requester.

**INFORMATION REQUESTED:** (*mark all that apply*)    **RESPONSE PROVIDED:** (*yes / no*)

Indicate whether you have data that document the student's:

- \_\_\_\_\_ Use of a controlled substance, alcohol, or tobacco \_\_\_\_\_
- \_\_\_\_\_ Assaultive or threatening conduct as defined in  
Minn. Stat. § 13.32, Subd. 8 \_\_\_\_\_
- \_\_\_\_\_ Possession or use of weapons or look-alike weapons \_\_\_\_\_
- \_\_\_\_\_ Theft \_\_\_\_\_
- \_\_\_\_\_ Vandalism and damage to property \_\_\_\_\_

**CERTIFICATION:** The undersigned certifies that he or she is a member of the juvenile justice system. The requested data are needed by the juvenile justice system so it may effectively serve, prior to adjudication, the student whose records are released. The undersigned will not disclose the information received to any other party, except as provided under state law, without prior written consent as required by Code of Federal Regulations, title 34, section 99.38(b). The undersigned further certifies that he or she understands that, by signing this request, he or she is subject to the penalties in Minn. Stat. § 13.09.

\_\_\_\_\_  
Signature/Title

*Note: A principal or chief administrative officer of a school who receives such a request to disclose information about a student to the juvenile justice system shall, to the extent permitted by federal law, notify the student’s parent or guardian by certified mail of the request to disclose information before disclosing the information. If the student’s parent or guardian notifies the principal or chief administrative officer within ten (10) days of receiving the certified notice that the parent or guardian objects to the disclosure, the principal or chief administrative officer must not disclose the information. The principal or chief administrative officer must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the principal or chief administrative officer must respond to the data request.*

## 208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

### I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy making role of the Lewiston-Altura School Board and provide the means for it to continue to be an ongoing effort.

### II. GENERAL STATEMENT OF POLICY

Formal guidelines are necessary to ensure the school community that the school system responds to its mission and operates in an effective, efficient and consistent manner. A set of written policy statements shall be maintained and modified as needed. Policies should define the desire and intent of the School Board and should be in a form which is sufficiently explicit to guide administrative action.

### III. DEVELOPMENT OF POLICY

- A. The school board has jurisdiction to legislate policy for the school district with the force and effect of law. School Board policy provides the general direction as to what the school board wishes to accomplish while delegating implementation of policy to the administration.
- B. The school board's written policies provide guidelines and goals to the school community. The policies shall be the basis for the formulation of guidelines and directives by the administration. The school board shall determine the effectiveness of the policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student or member of the school district. Proposed policies or ideas shall be submitted to the superintendent for review prior to possible placement on the school board agenda.

### IV. ADOPTION OF POLICY

- A. The school board shall give notice of proposed policy changes or adoption of new policies by placing the item on the agenda of two school board meetings. The proposals shall be distributed and public comment will be allowed at both meetings prior to final school board action.
- B. In the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The emergency policy shall expire within one year following the emergency action unless the policy adoption procedure stated above is followed

and the policy is reaffirmed. The school board shall have discretion to determine what constitutes an emergency situation.

- C. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board after the second reading at which public input was received. The policy will be effective on the later of the date of passage or the date stated in the motion.
- D. If a policy is modified with minor changes that do not affect the substance of the policy or because of a legal change over which the school board has no control, the modified policy may be approved at one meeting at the discretion of the school board.

#### V. IMPLEMENTATION OF POLICY

- A. The superintendent shall be responsible for implementing school board policies, other than the policies that cover how the school board will operate. The superintendent shall develop administrative guidelines and directives to provide greater specificity and consistency in the process of implementation. These guidelines and directives, including employee and student handbooks, shall be subject to annual review and approval by the school board.

*[Note: These policies are found in the 200 Series of the MSBA/MASA Policy Reference Manual.]*

- B. Each school board member shall have access to this policy manual, and a copy of the policy manual, shall be placed in the office of each school attendance center. Manuals shall be available in the central office and made available for reference purposes to other interested persons.
- C. The superintendent, employees designated by the superintendent, and individual school board members shall be responsible for keeping the policy manuals current.
- D. The school board shall review policies at least once every three years. The superintendent shall be responsible for developing a system of periodic review, addressing approximately one third of the policies annually. In addition, the school board shall review the following policies annually: 410 Family and Medical Leave Policy; 413 Harassment and Violence; 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse; 415 Mandated Reporting of Maltreatment of Vulnerable Adults; 506 Student Discipline; 514 Bullying Prohibition; 522 Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; and 806 Crisis Management Policy.

- E. When there is no school board policy in existence to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the educational philosophy and financial condition of the school district. Under such circumstances, the superintendent shall advise the school board of the need for a policy and present a recommended policy to the school board for approval.

Adopted: January 24, 2000

Revised: June 12, 2023

Legal References: Minn. Stat. 123.33, Subd. 1 (School Boards Powers)  
Minn. Stat. 123.35, Subd. 1 (School District Powers)

Cross References: MSBA/MASA Model Policy 305 (Policy Implementation)

## **210 CONFLICT OF INTEREST – SCHOOL BOARD MEMBERS**

***[Note: The provisions of this policy substantially reflect legal requirements.]***

### **I. PURPOSE**

The purpose of this policy is to observe state statutes regarding conflicts of interest and to engage in school district business activities in a fashion designed to avoid any conflict of interest or the appearance of impropriety.

### **II. GENERAL STATEMENT OF POLICY**

It is the policy of the school board to contract for goods and services in conformance with statutory conflict of interest laws and in a manner that will avoid any conflict of interest or the appearance thereof. Accordingly, the school board will contract under the statutory exception provisions only when it is clearly in the best interest of the school district because of limitations that may exist on goods or services otherwise available to the school district.

### **III. GENERAL PROHIBITIONS AND RECOGNIZED STATUTORY EXCEPTIONS**

- A. A school board member who is authorized to take part in any manner in making any sale, lease, or contract in his or her official capacity shall not voluntarily have a personal financial interest in that sale, lease, or contract or personally benefit financially therefrom.
- B. In the following circumstances, however, the school board may as an exception, by unanimous vote, contract for goods or services with a school board member of the school district:
  - 1. In the designation of a bank or savings association, in which a school board member is interested, as an authorized depository for school district funds and as a source of borrowing, provided such deposited funds are protected in accordance with Minnesota Statutes chapter 118A. Any school board member having said interest shall disclose that interest and the interest shall be entered upon the school board minutes. Disclosure shall be made when such bank or savings association is first designated as a depository or source of borrowing, or when such school board member is elected, whichever is later. Disclosure serves as notice of the interest and need only be made once;
  - 2. The designation of an official newspaper, or publication of official matters therein, in which the school board member is interested when it is the only newspaper complying with statutory requirements relating to the designation or publication;
  - 3. A contract with a cooperative association of which the school board member is a shareholder or stockholder but not an officer or manager;
  - 4. A contract for which competitive bids are not required by law. A contract made under this exception will be void unless the following procedures are observed:

- a. The school board shall authorize the contract in advance of its performance by adopting a resolution setting out the essential facts and determining that the contract price is as low as or lower than the price at which the goods or services could be obtained elsewhere.
  - b. In the case of an emergency when the contract cannot be authorized in advance, payment of the claims must be authorized by a like resolution wherein the facts of the emergency are also stated.
  - c. Before a claim is paid, the interested school board member shall file with the clerk of the school board an affidavit stating:
    - (1) The name of the school board member and the office held;
    - (2) An itemization of the goods or services furnished;
    - (3) The contract price;
    - (4) The reasonable value;
    - (5) The interest of the school board member in the contract; and
    - (6) That to the best of the school board member's knowledge and belief, the contract price is as low as, or lower than, the price at which the goods or services could be obtained from other sources.
5. A school board member may contract with the school district to provide construction materials or services, or both, when the sealed bid process is used. When the contract comes before the school board for consideration, the interested school board member may not vote on the contract. (**Note:** *This section applies only when the school district has a population of 1,000 or less according to the last federal census.*)
6. A school board member may rent space in a public facility at a rate commensurate with that paid by other members of the public.
- C. In the following circumstances, the school board may as an exception, by majority vote at a meeting at which all school board members are present, contract for services with a school board member of the school district: A school board member may be newly employed or may continue to be employed by the school district as an employee only if there is a reasonable expectation on July 1, or at the time the contract is entered into or extended, that the amount to be earned by that school board member under that contract or employment relationship, will not exceed \$20,000 in that fiscal year. If the school board member does not receive majority approval to be initially employed or to continue in employment at a meeting at which all school board members are present, that employment is immediately terminated and that school board member has no further rights to employment while serving as a school board member in the school district.
- [Note: The \$8,000 figure increased to \$20,000 effective July 1, 2022]**
- D. The school board may contract with a class of school district employees, such as teachers or custodians, when the spouse of a school board member is a member of the class of employees contracting with the school board and the employee spouse receives

no special monetary or other benefit that is substantially different from the benefits that other members of the class receive under the employment contract. For the school board to invoke this exception, it must have a majority of disinterested school board members vote to approve the contract, direct the school board member spouse to abstain from voting to approve the contract, and publicly set out the essential facts of the contract at the meeting in which the contract is approved.

#### **IV. LIMITATIONS ON RELATED EMPLOYEES**

- A. The school board must hire or dismiss teachers only at duly called meetings. When a husband and wife, brother and sister, or two brothers or sisters, constitute a quorum, no contract employing a teacher may be made or authorized except upon the unanimous vote of the full school board.
- B. The school board may not employ any teacher related by blood or marriage to a school board member, within the fourth degree as computed by the civil law, except by a unanimous vote of the full school board.

#### **V. CONFLICTS PRIOR TO TAKING OFFICE**

A school board member with personal financial interest in a sale, lease, or contract with the school district which was entered before the school board member took office and presents an actual or potential conflict of interest, shall immediately notify the school board of such interest. It shall thereafter be the responsibility of the school board member to refrain from participating in any action relating to the sale, lease, or contract. At the time of renewal of any such sale, lease, or contract, the school board may enter into or renew such sale, lease, or contract only if it falls within one of the enumerated exceptions for contracts relating to goods or services provided above and if the procedures provided in this policy are followed.

#### **VI. DETERMINATION AS TO WHETHER A CONFLICT OF INTEREST EXISTS**

The determination as to whether a conflict of interest exists is to be made by the school board. Any school board member who has an actual or potential conflict shall notify the school board of such conflict immediately. The school board member shall thereafter cooperate with the school board as necessary for the school board to make its determination.

**Legal References:** Minn. Stat. § 122A.40, Subd. 3 (Employment; Contracts; Termination)  
Minn. Stat. § 123B.195 (Board Member's Right to Employment)  
Minn. Stat. § 471.87 (Public Officers, Interest in Contract; Penalty)  
Minn. Stat. § 471.88, Subds. 2, 3, 4, 5, 12, 13, and 21 (Exceptions)  
Minn. Stat. § 471.89 (Contract, When Void)  
Op. Atty. Gen. 437-A-4, March 15, 1935  
Op. Atty. Gen. 90-C-5, July 30, 1940  
Op. Atty. Gen. 90-A, August 14, 1957

**Cross References:** MSBA/MASA Model Policy 101 (Legal Status of the School Board)  
MSBA/MASA Model Policy 209 (Code of Ethics)

**211 CRIMINAL OR CIVIL ACTION AGAINST SCHOOL DISTRICT, SCHOOL BOARD MEMBER, EMPLOYEE, OR STUDENT**

**I. PURPOSE**

The purpose of this policy is to provide guidance about the school district's position, rights, and responsibilities when a civil or criminal action is pending against the school district, or a school board member, school district employee, or student.

**II. GENERAL STATEMENT OF POLICY**

- A. The school district recognizes that, when civil or criminal actions are pending against a school board member, school district employee, or student, the school district may be requested or required to take action.
- B. In responding to such requests and/or requirements, the school district will take such measures as are appropriate to its primary mission of providing for the education of students in an environment that is safe for staff and students and is conducive to learning.
- C. The school district acknowledges its statutory obligations with respect to providing assistance to school board members and teachers who are sued in connection with performance of school district duties. Collective bargaining agreements and school district policies may also apply.

**III. CIVIL ACTIONS**

- A. Pursuant to Minnesota Statutes section 466.07, subdivision 1, the school district shall defend and indemnify any school board member or school district employee for damages in school-related litigation, including punitive damages, claimed or levied against the school board member or employee, provided that the school board member or employee was acting in the performance of the duties of the position and was not guilty of malfeasance, willful neglect of duty, or bad faith.
- B. Pursuant to Minnesota Statutes section 123B.25(b), with respect to teachers employed by the school district, upon written request of the teacher involved, the school district must provide legal counsel for any school teacher against whom a claim is made or action is brought for recovery of damages in any tort action involving physical injury to any person or property or for wrongful death arising out of or in connection with the employment of the teacher with the school district. The school district will choose legal counsel after consultation with the teacher.
- C. Data Practices

Educational data and personnel data maintained by the school district may be sought as evidence in a civil proceeding. The school district will release the data only pursuant to the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and to the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and related regulations. When an employee is subpoenaed and is expected to testify

regarding educational data or personnel data, the employee will inform the building administrator or designated supervisor, who shall immediately inform the superintendent or designee. No school board member or employee may release data without consultation in advance with the school district official designated as the responsible authority for the collection, use, and dissemination of data.

D. Service of Subpoenas

School district officers and employees will normally not be involved in providing service of process for third parties in the school setting.

E. Leave to Testify

Leave for employees appearing in court, either when sued or under subpoena to testify, will be considered in accordance with school district personnel policies and applicable collective bargaining agreements.

**IV. CRIMINAL CHARGES OR CONDUCT**

A. Employees

1. The school district expects that its employees serve as positive role models for students. As role models for students, employees have a duty to conduct themselves in an exemplary manner.
2. If the school district receives information relating to activities of a criminal nature by an employee, the school district will investigate and take appropriate disciplinary action, which may include discharge, subject to school district policies, statutes, and provisions of applicable collective bargaining agreements.
3. Pursuant to Minnesota Statutes section 123B.02, subdivision 20, if reimbursement for a criminal defense is requested by a school district employee, the school board may, after consulting with its legal counsel, reimburse the employee for any costs and reasonable attorney fees incurred by the employee to defend criminal charges brought against the employee arising out of the performance of duties for the school district. The decision whether to reimburse shall be made in the school board's discretion. A school board member who is a witness or an alleged victim in the case may not vote on the reimbursement. If a quorum of the school board is disqualified from voting on the reimbursement, the reimbursement must be approved by a judge of the district court.

B. Students

The school district has an interest in maintaining a safe and healthful environment and in preventing disruption of the educational process. To promote that interest, the school district will take appropriate action regarding students convicted of crimes that relate to the school environment.

C. Criminal Investigations

1. The policy of the school district is to cooperate with law enforcement officials. The school district will make all efforts, however, to encourage law enforcement officials to question students and employees outside of school hours and off school premises unless extenuating circumstances exist, the matter being

investigated is school-related, or as otherwise provided by law.

2. If questioning at school is unavoidable, the school district will attempt to maintain confidentiality to avoid embarrassment to students and employees and to avoid disruption of the educational program. The school district will attempt to notify parents of a student under age 18 that police will be questioning their child. Normally, the superintendent, principal, or other appropriate school official will be present during the interview, except as otherwise required by law (Minnesota Statutes section 260E.22), or as otherwise determined in consultation with the parent or guardian.

D. Data Practices

The school district will release to juvenile justice and law enforcement authorities educational and personnel data only in accordance with Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act) and 20 United States Code section 1232g (FERPA).

**V. STATEMENTS WHEN LITIGATION IS PENDING**

The school district recognizes that when a civil or criminal action is commenced or pending, parties to the lawsuit have particular duties in reference to persons involved or named in the lawsuit, as well as insurance carrier(s). Therefore, school board members or school district employees shall make or release statements in that situation only in consultation with legal counsel.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)  
Minn. Stat. § 123B.02, Subd. 20 (Legal Counsel; Reimbursement)  
Minn. Stat. § 123B.25(b) (Legal Actions Against Districts and Teachers)  
Minn. Stat. § 260E.22 (Interviews)  
Minn. Stat. § 466.07, Subd. 1 (Indemnification)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)  
Minn. Op. Atty. Gen. 169 (Mar. 7, 1963)  
Minn. Op. Atty. Gen. 169 (Nov. 3, 1943)  
*Dyppress v. School Committee of Boston*, 446 N.E.2d 1099 (Mass. App. Ct. 1983)  
*Wood v. Strickland*, 420 U.S. 308(1975)

**Cross References:** MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 408 (Subpoena of a School District Employee)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

## **515 PROTECTION AND PRIVACY OF PUPIL RECORDS**

***[Note: Charter schools are required by statute to have a policy addressing these issues.]***

### **I. PURPOSE**

The charter school recognizes its responsibility in regard to the collection, maintenance, and dissemination of pupil records and the protection of the privacy rights of students as provided in federal law and state statutes.

### **II. GENERAL STATEMENT OF POLICY**

The following procedures and policies regarding the protection and privacy of parents and students are adopted by the charter school, pursuant to the requirements of 20 United States Code section 1232g, *et seq.*, (Family Educational Rights and Privacy Act (FERPA)) 34 Code of Federal Regulations part 99 and consistent with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and Minnesota Rules parts 1205.0100-1205.2000.

### **III. DEFINITIONS**

#### **A. Authorized Representative**

“Authorized representative” means any entity or individual designated by the charter school, state, or an agency headed by an official of the Comptroller of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or state and local educational authorities to conduct, with respect to federal or state supported education programs, any audit or evaluation or any compliance or enforcement activity in connection with federal legal requirements that relate to these programs.

#### **B. Biometric Record**

“Biometric record,” as referred to in “Personally Identifiable,” means a record of one or more measurable biological or behavioral characteristics that can be used for automated recognition of an individual (e.g., fingerprints, retina and iris patterns, voiceprints, DNA sequence, facial characteristics, and handwriting).

#### **C. Dates of Attendance**

“Dates of attendance,” as referred to in “Directory Information,” means the period of time during which a student attends or attended the charter school, including attendance in person or by paper correspondence, videoconference, satellite, Internet, or other electronic information and telecommunications technologies for students who are not in the classroom, and including the period during which a student is working under a work-study program. The term does not include specific daily records of a student’s attendance at the charter school.

D. Directory Information

“Directory information” means information contained in an education record of a student that would not generally be considered harmful or an invasion of privacy if disclosed. It includes, the student’s name; address; telephone listing; electronic mail address; photograph; date and place of birth; major field of study; dates of attendance; grade level; enrollment status (i.e., full-time or part-time); participation in officially recognized activities and sports; weight and height of members of athletic teams; degrees, honors and awards received; and the most recent educational agency or institution attended. It also includes the name, address, and telephone number of the student’s parent(s). Directory information does not include:

1. a student’s Social Security Number;
2. a student’s identification number (ID), user ID, or other unique personal identifier used by a student for purposes of accessing or communicating in electronic systems if the identifier may be used to access education records without use of one or more factors that authenticate the student’s identity such as a personal identification number (PIN), password, or other factor known or possessed only by the authorized user;
3. a student ID or other unique personal identifier that is displayed on a student ID badge if the identifier can be used to gain access to educational records when used in conjunction with one or more factors that authenticate the student’s identity, such as a PIN, password, or other factor known or possessed only by the student;
4. personally identifiable data which references religion, race, color, social position, or nationality; or
5. data collected from nonpublic school students, other than those who receive shared time educational services, unless written consent is given by the student’s parent or guardian.

***[Note: This definition includes all of the types of information specifically referenced by state and federal law as directory information. A charter school may choose not to designate some or all of the enumerated information as directory information. A charter school also may add to the list of directory information, as long as the added data is not information that generally would be deemed as an invasion of privacy or information that references the student’s religion, race, color, social position, or nationality. Federal law now allows a charter school to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. The identity of those parties and/or purposes should be identified. To the extent a charter school adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the charter school are advised. Designation of directory information is an important policy decision for the local school board who must balance not only the privacy interests of the student against public disclosure but also the additional administrative requirements such restrictions on disclosures will place on the charter school.]***

E. Education Records

1. What constitutes "education records." Education records means those records that are: (1) directly related to a student; and (2) maintained by the charter school or by a party acting for the charter school.
2. What does not constitute education records. The term "education records" does not include:
  - a. Records of instructional personnel that are:
    - (1) kept in the sole possession of the maker of the record;
    - (2) used only as a personal memory aid;
    - (3) not accessible or revealed to any other individual except a temporary substitute teacher; and
    - (4) destroyed at the end of the school year.
  - b. Records of a law enforcement unit of the charter school, provided education records maintained by the charter school are not disclosed to the unit, and the law enforcement records are:
    - (1) maintained separately from education records;
    - (2) maintained solely for law enforcement purposes; and
    - (3) disclosed only to law enforcement officials of the same jurisdiction.
  - c. Records relating to an individual, including a student, who is employed by the charter school which:
    - (1) are made and maintained in the normal course of business;
    - (2) relate exclusively to the individual in that individual's capacity as an employee; and
    - (3) are not available for use for any other purpose.

However, records relating to an individual in attendance at the charter school who is employed as a result of his or her status as a student are education records.
  - d. Records relating to an eligible student, or a student attending an institution of post-secondary education, that are:
    - (1) made or maintained by a physician, psychiatrist, psychologist, or other recognized professional or paraprofessional acting in his or her professional or paraprofessional capacity or assisting in that capacity;
    - (2) made, maintained, or used only in connection with the provision of treatment to the student; and

(3) disclosed only to individuals providing the treatment; provided that the records can be personally reviewed by a physician or other appropriate professional of the student's choice. For the purpose of this definition, "treatment" does not include remedial educational activities or activities that are a part of the program of instruction within the charter school.

e. Records created or received by the charter school after an individual is no longer a student at the charter school and that are not directly related to the individual's attendance as a student.

f. Grades on peer-related papers before the papers are collected and recorded by a teacher.

F. Education Support Services Data

"Education support services data" means data on individuals collected, created, maintained, used, or disseminated relating to programs administered by a government entity or entity under contract with a government entity designed to eliminate disparities and advance equities in educational achievement for youth by coordinating services available to participants, regardless of the youth's involvement with other government services. Education support services data does not include welfare data under Minnesota Statutes section 13.46.

Unless otherwise provided by law, all education support services data are private data on individuals and must not be disclosed except according to Minnesota Statutes section 13.05 or a court order.

G. Eligible Student

"Eligible student" means a student who has attained eighteen (18) years of age or is attending an institution of post-secondary education.

H. Juvenile Justice System

"Juvenile justice system" includes criminal justice agencies and the judiciary when involved in juvenile justice activities.

I. Legitimate Educational Interest

"Legitimate educational interest" includes an interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for education data. It includes a person's need to know in order to:

1. Perform an administrative task required in the school or employee's contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student's education;
3. Perform a service or benefit for the student or the student's family such as health care, counseling, student job placement, or student financial aid; or

4. Perform a task directly related to responding to a request for data.

J. Parent

“Parent” means a parent of a student and includes a natural parent, a guardian, or an individual acting as a parent of the student in the absence of a parent or guardian. The charter school may presume the parent has the authority to exercise the rights provided herein, unless it has been provided with evidence that there is a state law or court order governing such matters as marriage dissolution, separation or child custody, or a legally binding instrument which provides to the contrary.

K. Personally Identifiable

“Personally identifiable” means that the data or information includes, but is not limited to: (a) a student’s name; (b) the name of the student’s parent or other family member; (c) the address of the student or student’s family; (d) a personal identifier such as the student’s social security number or student number or biometric record; (e) other indirect identifiers, such as the student’s date of birth, place of birth, and mother’s maiden name; (f) other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or (g) information requested by a person who the charter school reasonably believes knows the identity of the student to whom the education record relates.

L. Record

“Record” means any information or data recorded in any way including, but not limited to, handwriting, print, computer media, video or audio tape, film, microfilm, and microfiche.

M. Responsible Authority

“Responsible authority” means *[designate title and actual name of individual]*.

N. Student

“Student” includes any individual who is or has been in attendance, enrolled, or registered at the charter school and regarding whom the charter school maintains education records. Student also includes applicants for enrollment or registration at the charter school and individuals who receive shared time educational services from the charter school.

O. School Official

“School official” includes: (a) a person duly elected to the school board; (b) a person employed by the school board in an administrative, supervisory, instructional, or other professional position; (c) a person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and (d) a person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

***[Note: Charter schools may wish to reference police liaison officers in the***

***definition of a "school official." Depending on the circumstances of the relationship, this may be added in subpart (d) of the definition or in a new subpart (e). Caution should be used to ensure that police liaison officers are considered "school officials" only when performing duties as a police liaison officer and that they are trained as to their obligations pursuant to this policy. Consultation with the charter school's legal counsel is recommended.]***

P. Summary Data

"Summary data" means statistical records and reports derived from data on individuals but in which individuals are not identified and from which neither their identities nor any other characteristic that could uniquely identify the individual is ascertainable.

Q. Other Terms and Phrases

All other terms and phrases shall be defined in accordance with applicable state and federal law or ordinary customary usage.

**IV. GENERAL CLASSIFICATION**

State law provides that all data collected, created, received, or maintained by a charter school are public unless classified by state or federal law as not public or private or confidential. State law classifies all data on individuals maintained by a charter school which relates to a student as private data on individuals. This data may not be disclosed to parties other than the parent or eligible student without consent, except pursuant to a valid court order, certain state statutes authorizing access, and the provisions of FERPA and the regulations promulgated thereunder.

**V. STATEMENT OF RIGHTS**

A. Rights of Parents and Eligible Students

Parents and eligible students have the following rights under this policy:

1. The right to inspect and review the student's education records;
2. The right to request the amendment of the student's education records to ensure that they are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights;
3. The right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that such consent is not required for disclosure pursuant to this policy, state or federal law, or the regulations promulgated thereunder;
4. The right to refuse release of names, addresses, and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions;
5. The right to file a complaint with the U.S. Department of Education concerning alleged failures by the charter school to comply with the federal law and the regulations promulgated thereunder;
6. The right to be informed about rights under the federal law; and
7. The right to obtain a copy of this policy at the location set forth in Section XXI.

of this policy.

B. Eligible Students

All rights and protections given to parents under this policy transfer to the student when he or she reaches eighteen (18) years of age or enrolls in an institution of post-secondary education. The student then becomes an "eligible student." However, the parents of an eligible student who is also a "dependent student" are entitled to gain access to the education records of such student without first obtaining the consent of the student. In addition, parents of an eligible student may be given access to education records in connection with a health or safety emergency if the disclosure meets the conditions of any provision set forth in 34 Code of Federal Regulations section 99.31(a).

C. Students with a Disability

The charter school shall follow 34 Code of Federal Regulations sections 300.610-300.617 with regard to the privacy, notice, access, recordkeeping, and accuracy of information related to students with a disability.

**VI. DISCLOSURE OF EDUCATION RECORDS**

A. Consent Required for Disclosure

1. The charter school shall obtain a signed and dated written informed consent of the parent of a student or the eligible student before disclosing personally identifiable information from the education records of the student, except as provided herein.
2. The written consent required by this subdivision must be signed and dated by the parent of the student or the eligible student giving the consent and shall include:
  - a. a specification of the records to be disclosed;
  - b. the purpose or purposes of the disclosure;
  - c. the party or class of parties to whom the disclosure may be made;
  - d. the consequences of giving informed consent; and
  - e. if appropriate, a termination date for the consent.
3. When a disclosure is made under this subdivision:
  - a. if the parent or eligible student so requests, the charter school shall provide him or her with a copy of the records disclosed; and
  - b. if the parent of a student who is not an eligible student so requests, the charter school shall provide the student with a copy of the records disclosed.
4. A signed and dated written consent may include a record and signature in electronic form that:
  - a. identifies and authenticates a particular person as the source of the electronic consent; and

- b. indicates such person's approval of the information contained in the electronic consent.
5. If the responsible authority seeks an individual's informed consent to the release of private data to an insurer or the authorized representative of an insurer, informed consent shall not be deemed to have been given unless the statement is:
- a. in plain language;
  - b. dated;
  - c. specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
  - d. specific as to the nature of the information the subject is authorizing to be disclosed;
  - e. specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
  - f. specific as to the purpose or purposes for which the information may be used by any of the parties named in Clause e. above, both at the time of the disclosure and at any time in the future; and
  - g. specific as to its expiration date which should be within a reasonable time, not to exceed one year except in the case of authorizations given in connection with applications for: (i) life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy, or (ii) medical assistance under Minnesota Statutes chapter 256B or Minnesota Care under Minnesota Statutes chapter 256L, which shall be ongoing during all terms of eligibility, for individualized education program health-related services provided by a charter school that are subject to third party reimbursement.

6. Eligible Student Consent

Whenever a student has attained eighteen (18) years of age or is attending an institution of post-secondary education, the rights accorded to and the consent required of the parent of the student shall thereafter only be accorded to and required of the eligible student, except as provided in Section V. of this policy.

B. Prior Consent for Disclosure Not Required

The charter school may disclose personally identifiable information from the education records of a student without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

- 1. To other school officials, including teachers, within the charter school whom the charter school determines have a legitimate educational interest in such records;
- 2. To a contractor, consultant, volunteer, or other party to whom the charter school

has outsourced institutional services or functions provided that the outside party:

- a. performs an institutional service or function for which the charter school would otherwise use employees;
  - b. is under the direct control of the charter school with respect to the use and maintenance of education records; and
  - c. will not disclose the information to any other party without the prior consent of the parent or eligible student and uses the information only for the purposes for which the disclosure was made;
3. To officials of other schools, charter schools, or post-secondary educational institutions in which the student seeks or intends to enroll, or is already enrolled, as long as the disclosure is for purposes related to the student's enrollment or transfer. The records shall include information about disciplinary action taken as a result of any incident in which the student possessed or used a dangerous weapon, and with proper annual notice (see Section XIX.), suspension and expulsion information pursuant to section 7917 of the federal Every Student Succeeds Act, 20 United States Code section 7917, *[insert the following if the charter school has a policy regarding Staff Notification of Violent Behavior by Students]* and, if applicable, data regarding a student's history of violent behavior. The records also shall include a copy of any probable cause notice or any disposition or court order under Minnesota Statutes section 260B.171, unless the data are required to be destroyed under Minnesota Statutes section 120A.22, subdivision 7(c) or section 121A.75. On request, the charter school will provide the parent or eligible student with a copy of the education records that have been transferred and provide an opportunity for a hearing to challenge the content of those records in accordance with Section XV. of this policy;
4. To authorized representatives of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education, or the Commissioner of the State Department of Education or his or her representative, subject to the conditions relative to such disclosure provided under federal law;
5. In connection with financial aid for which a student has applied or has received, if the information is necessary for such purposes as to:
- a. determine eligibility for the aid;
  - b. determine the amount of the aid;
  - c. determine conditions for the aid; or
  - d. enforce the terms and conditions of the aid.

"Financial aid" for purposes of this provision means a payment of funds provided to an individual or a payment in kind of tangible or intangible property to the individual that is conditioned on the individual's attendance at an educational agency or institution;

6. To state and local officials or authorities to whom such information is specifically allowed to be reported or disclosed pursuant to state statute adopted:

- a. before November 19, 1974, if the allowed reporting or disclosure concerns the juvenile justice system and such system's ability to effectively serve the student whose records are released; or
  - b. after November 19, 1974, if the reporting or disclosure allowed by state statute concerns the juvenile justice system and the system's ability to effectively serve, prior to adjudication, the student whose records are released, provided the officials and authorities to whom the records are disclosed certify in writing to the charter school that the data will not be disclosed to any other party, except as provided by state law, without the prior written consent of the parent of the student. At a minimum, the charter school shall disclose the following information to the juvenile justice system under this paragraph: a student's full name, home address, telephone number, and date of birth; a student's school schedule, attendance record, and photographs, if any; and parents' names, home addresses, and telephone numbers;
7. To organizations conducting studies for or on behalf of educational agencies or institutions for the purpose of developing, validating, or administering predictive tests, administering student aid programs, or improving instruction; provided that the studies are conducted in a manner which does not permit the personal identification of parents or students by individuals other than representatives of the organization who have a legitimate interest in the information, the information is destroyed when no longer needed for the purposes for which the study was conducted, and the charter school enters into a written agreement with the organization that: (a) specifies the purpose, scope, and duration of the study or studies and the information to be disclosed; (b) requires the organization to use personally identifiable information from education records only to meet the purpose or purposes of the study as stated in the written agreement; (c) requires the organization to conduct the study in a manner that does not permit personal identification of parents and students by anyone other than representatives of the organization with legitimate interests; and (d) requires the organization to destroy all personally identifiable information when information is no longer needed for the purposes for which the study was conducted and specifies the time period in which the information must be destroyed. For purposes of this provision, the term, "organizations," includes, but is not limited to, federal, state, and local agencies and independent organizations. In the event the Department of Education determines that a third party outside of the charter school to whom information is disclosed violates this provision, the charter school may not allow that third party access to personally identifiable information from education records for at least five (5) years;
8. To accrediting organizations in order to carry out their accrediting functions;
9. To parents of a student eighteen (18) years of age or older if the student is a dependent of the parents for income tax purposes;
10. To comply with a judicial order or lawfully issued subpoena, provided, however, that the charter school makes a reasonable effort to notify the parent or eligible student of the order or subpoena in advance of compliance therewith so that the parent or eligible student may seek protective action, unless the disclosure is in compliance with a federal grand jury subpoena, or any other subpoena issued for law enforcement purposes, and the court or other issuing agency has ordered that the existence or the contents of the subpoena or the information furnished

in response to the subpoena not be disclosed, or the disclosure is in compliance with an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B), an act of domestic or international terrorism as defined in 18 U.S.C. § 2331, or a parent is a party to a court proceeding involving child abuse and neglect or dependency matters, and the order is issued in the context of the proceeding. If the charter school initiates legal action against a parent or student, it may disclose to the court, without a court order or subpoena, the education records of the student that are relevant for the charter school to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the charter school, the charter school may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the charter school to defend itself;

11. To appropriate parties, including parents of an eligible student, in connection with an emergency if knowledge of the information is necessary to protect the health, including the mental health, or safety of the student or other individuals. The decision is to be based upon information available at the time the threat occurs that indicates that there is an articulable and significant threat to the health or safety of a student or other individuals. In making a determination whether to disclose information under this section, the charter school may take into account the totality of the circumstances pertaining to a threat and may disclose information from education records to any person whose knowledge of the information is necessary to protect the health or safety of the student or other students. A record of this disclosure must be maintained pursuant to Section XIII.E. of this policy. In addition, an educational agency or institution may include in the education records of a student appropriate information concerning disciplinary action taken against the student for conduct that posed a significant risk to the safety or well-being of that student, other students, or other members of the school community. This information may be disclosed to teachers and school officials within the charter school and/or teachers and school officials in other schools who have legitimate educational interests in the behavior of the student;
12. To the juvenile justice system if information about the behavior of a student who poses a risk of harm is reasonably necessary to protect the health or safety of the student or other individuals;
13. Information the charter school has designated as "directory information" pursuant to Section VII. of this policy;
14. To military recruiting officers and post-secondary educational institutions pursuant to Section XI. of this policy;
15. To the parent of a student who is not an eligible student or to the student himself or herself;
16. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiologic investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted;
17. To volunteers who are determined to have a legitimate educational interest in

the data and who are conducting activities and events sponsored by or endorsed by the educational agency or institution for students or former students;

18. To the juvenile justice system, on written request that certifies that the information will not be disclosed to any other person except as authorized by law without the written consent of the parent of the student:
  - a. the following information about a student must be disclosed: a student's full name, home address, telephone number, date of birth; a student's school schedule, daily attendance record, and photographs, if any; and any parents' names, home addresses, and telephone numbers;
  - b. the existence of the following information about a student, not the actual data or other information contained in the student's education record, may be disclosed provided that a request for access must be submitted on the statutory form and it must contain an explanation of why access to the information is necessary to serve the student: (1) use of a controlled substance, alcohol, or tobacco; (2) assaultive or threatening conduct that could result in dismissal from school under the Pupil Fair Dismissal Act; (3) possession or use of weapons or look-alike weapons; (4) theft; or (5) vandalism or other damage to property. Prior to releasing this information, the principal or chief administrative officer of a school who receives such a request must, to the extent permitted by federal law, notify the student's parent or guardian by certified mail of the request to disclose information. If the student's parent or guardian notifies the school official of an objection to the disclosure within ten (10) days of receiving certified notice, the school official must not disclose the information and instead must inform the requesting member of the juvenile justice system of the objection. If no objection from the parent or guardian is received within fourteen (14) days, the school official must respond to the request for information.

The written requests of the juvenile justice system member(s), as well as a record of any release, must be maintained in the student's file;

19. To the principal where the student attends and to any counselor directly supervising or reporting on the behavior or progress of the student if it is information from a disposition order received by the executive director under Minnesota Statutes section 260B.171, subdivision 3. The principal must notify the counselor immediately and must place the disposition order in the student's permanent education record. The principal also must notify immediately any teacher or administrator who directly supervises or reports on the behavior or progress of the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other charter school employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information if this information is provided in the disposition order. Disposition order information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The

information may not be further disseminated by the counselor, teacher, administrator, staff member, substitute, or volunteer except as necessary to serve the student, to protect students and staff, or as otherwise required by law, and only to the student or the student's parent or guardian;

20. To the principal where the student attends if it is information from a peace officer's record of children received by the executive director under Minnesota Statutes section 260B.171, subdivision 5. The principal must place the information in the student's education record. The principal also must notify immediately any teacher, counselor, or administrator directly supervising the student whom the principal believes needs the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. The principal may also notify other charter school employees, substitutes, and volunteers who are in direct contact with the student if the principal determines that these individuals need the information to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability. Such notices from the principal must identify the student and describe the alleged offense if this information is provided in the peace officer's notice. Peace officer's record information received is private educational data received for the limited purpose of serving the educational needs of the student and protecting students and staff. The information must not be further disseminated by the counselor, teacher administrator, staff member, substitute, or volunteer except to communicate with the student or the student's parent or guardian as necessary to serve the student, to protect students and staff, or as otherwise required by law.

The principal must delete the peace officer's record from the student's education record, destroy the data, and make reasonable efforts to notify any teacher, counselor, staff member, administrator, substitute, or volunteer who received information from the peace officer's record if the county attorney determines not to proceed with a petition or directs the student into a diversion or mediation program or if a juvenile court makes a decision on a petition and the county attorney or juvenile court notifies the executive director of such action;

21. To the Secretary of Agriculture, or authorized representative from the Food and Nutrition Service or contractors acting on behalf of the Food and Nutrition Service, for the purposes of conducting program monitoring, evaluations, and performance measurements of state and local educational and other agencies and institutions receiving funding or providing benefits of one or more programs authorized under the National School Lunch Act or the Child Nutrition Act of 1966 for which the results will be reported in an aggregate form that does not identify any individual, on the conditions that: (a) any data collected shall be protected in a manner that will not permit the personal identification of students and their parents by other than the authorized representatives of the Secretary; and (b) any personally identifiable data shall be destroyed when the data are no longer needed for program monitoring, evaluations, and performance measurements; or
22. To an agency caseworker or other representative of a State or local child welfare agency, or tribal organization (as defined in 25 United States Code section 5304), who has the right to access a student's case plan, as defined and determined by the State or tribal organization, when such agency or organization is legally responsible, in accordance with State or tribal law, for the care and protection of the student, provided that the education records, or the personally identifiable information contained in such records, of the student will

not be disclosed by such agency or organization, except to an individual or entity engaged in addressing the student's education needs and authorized by such agency or organization to receive such disclosure and such disclosure is consistent with the State or tribal laws applicable to protecting the confidentiality of a student's education records.

C. Nonpublic School Students

The charter school may disclose personally identifiable information from the education records of a nonpublic school student, other than a student who receives shared time educational services, without the written consent of the parent of the student or the eligible student unless otherwise provided herein, if the disclosure is:

1. Pursuant to a valid court order;
2. Pursuant to a statute specifically authorizing access to the private data; or
3. To appropriate health authorities to the extent necessary to administer immunization programs and for bona fide epidemiological investigations which the commissioner of health determines are necessary to prevent disease or disability to individuals in the public educational agency or institution in which the investigation is being conducted.

**VII. RELEASE OF DIRECTORY INFORMATION**

A. Classification

Directory information is public except as provided herein.

B. Former Students

Unless a former student validly opted out of the release of directory information while the student was in attendance and has not rescinded the opt out request at any time, the charter school may disclose directory information from the education records generated by it regarding the former student without meeting the requirements of Paragraph C. of this section. In addition, under an explicit exclusion from the definition of an "education record," the charter school may release records that only contain information about an individual obtained after he or she is no longer a student at the charter school and that are not directly related to the individual's attendance as a student (e.g., a student's activities as an alumnus of the charter school).

C. Present Students and Parents

The charter school may disclose directory information from the education records of a student and information regarding parents without prior written consent of the parent of the student or eligible student, except as provided herein. Prior to such disclosure the charter school shall:

1. Annually give public notice by any means that are reasonably likely to inform the parents and eligible students of:
  - a. the types of personally identifiable information regarding students and/or parents that the charter school has designated as directory information;
  - b. the parent's or eligible student's right to refuse to let the charter school

designate any or all of those types of information about the student and/or the parent as directory information; and

- c. the period of time in which a parent or eligible student has to notify the charter school in writing that he or she does not want any or all of those types of information about the student and/or the parent designated as directory information.

***[Note: Federal law allows a charter school to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the charter school chooses to impose these limitations, it is advisable to add a new paragraph VII.C.1.d. that specifies that disclosures of directory information will be limited to specific parties and/or for specific purposes and identify those parties and/or purposes. To the extent a charter school adds these restrictions, it must then limit its directory information disclosures to those individuals and/or purposes specified in this public notice. Procedures to address how these restrictions will be enforced by the charter school are advised. This is an important policy decision for the local school board which must balance not only the privacy interests of the student against public disclosure, but also the additional administrative requirements such restrictions will place on the charter school.]***

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the charter school in writing that any or all of the information so designated should not be disclosed without the parent's or eligible student's prior written consent, except as provided in Section VI. of this policy.
3. A parent or eligible student may not opt out of the directory information disclosures to:
  - a. prevent the charter school from disclosing or requiring the student to disclose the student's name, ID, or charter school e-mail address in a class in which the student is enrolled; or
  - b. prevent the charter school from requiring a student to wear, to display publicly, or to disclose a student ID card or badge that exhibits information that may be designated as directory information and that has been properly designated by the charter school as directory information.
4. The charter school shall not disclose or confirm directory information without meeting the written consent requirements contained in Section VI.A. of this policy if a student's social security number or other non-directory information is used alone or in combination with other data elements to identify or help identify the student or the student's records.

D. Procedure for Obtaining Nondisclosure of Directory Information

The parent's or eligible student's written notice shall be directed to the responsible authority and shall include the following:

1. Name of the student and/or parent, as appropriate;
2. Home address;

3. School presently attended by student;
4. Parent's legal relationship to student, if applicable; and
5. Specific categories of directory information to be made not public without the parent's or eligible student's prior written consent, which shall only be applicable for that school year.

E. Duration

The designation of any information as directory information about a student or parents will remain in effect for the remainder of the school year unless the parent or eligible student provides the written notifications provided herein.

**VIII. DISCLOSURE OF PRIVATE RECORDS**

A. Private Records

For the purposes herein, education records are records which are classified as private data on individuals by state law and which are accessible only to the student who is the subject of the data and the student's parent if the student is not an eligible student. The charter school may not disclose private records or their contents except as summary data, or except as provided in Section VI. of this policy, without the prior written consent of the parent or the eligible student. The charter school will use reasonable methods to identify and authenticate the identity of parents, students, school officials, and any other party to whom personally identifiable information from education records is disclosed.

B. Private Records Not Accessible to Parent

In certain cases, state law intends, and clearly provides, that certain information contained in the education records of the charter school pertaining to a student be accessible to the student alone, and to the parent only under special circumstances, if at all.

1. The responsible authority may deny access to private data by a parent when a minor student who is the subject of that data requests that the responsible authority deny such access. The minor student's request must be submitted in writing setting forth the reasons for denying access to the parent and must be signed by the minor. Upon receipt of such request the responsible authority shall determine if honoring the request to deny the parent access would be in the best interest of the minor data subject. In making this determination the responsible authority shall consider the following factors:
  - a. whether the minor is of sufficient age and maturity to be able to explain the reasons for and understand the consequences of the request to deny access;
  - b. whether the personal situation of the minor is such that denying parental access may protect the minor data subject from physical or emotional harm;
  - c. whether there are grounds for believing that the minor data subject's reasons for precluding parental access are reasonably accurate;
  - d. whether the data in question is of such a nature that disclosure of it to

the parent may lead to physical or emotional harm to the minor data subject; and

- e. whether the data concerns medical, dental or other health services provided pursuant to Minnesota Statutes sections 144.341-144.347, in which case the data may be released only if the failure to inform the parent would seriously jeopardize the health of the minor.

C. Private Records Not Accessible to Student

Students shall not be entitled to access to private data concerning financial records and statements of the student's parent or any information contained therein.

D. Military-Connected Youth Identifier

When the charter school updates its enrollment forms in the ordinary course of business, the charter school must include a box on the enrollment form to allow students to self-identify as a military-connected youth. For purposes of this section, a "military-connected youth" means having an immediate family member, including a parent or sibling, who is currently in the armed forces either as a reservist or on active duty or has recently retired from the armed forces. Data collected under this provision is private data on individuals, but summary data may be published by the Minnesota Department of Education.

**IX. DISCLOSURE OF CONFIDENTIAL RECORDS**

A. Confidential Records

Confidential records are those records and data contained therein which are made not public by state or federal law, and which are inaccessible to the student and the student's parents or to an eligible student.

B. Reports Under the Maltreatment of Minors Reporting Act

Pursuant to Minnesota Statutes chapter 260E , written copies of reports pertaining to a neglected and/or physically and/or sexually abused child shall be accessible only to the appropriate welfare and law enforcement agencies. In respect to other parties, such data shall be confidential and will not be made available to the parent or the subject individual by the charter school. The subject individual, however, may obtain a copy of the report from either the local welfare agency, county sheriff, or the local police department subject to the provisions of Minnesota Statutes chapter 260E.

Regardless of whether a written report is made under Minnesota Statutes Chapter 260E, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.

C. Investigative Data

Data collected by the charter school as part of an active investigation undertaken for the purpose of the commencement or defense of pending civil legal action, or are retained in anticipation of a pending civil legal action are classified as protected nonpublic data in the case of data not on individuals, and confidential data in the case of data on individuals.

1. The charter school may make any data classified as protected non-public or confidential pursuant to this subdivision accessible to any person, agency, or the public if the charter school determines that such access will aid the law enforcement process, promote public health or safety, or dispel widespread rumor or unrest.
2. A complainant has access to a statement he or she provided to the charter school.
3. Parents or eligible students may have access to investigative data of which the student is the subject, but only to the extent the data is not inextricably intertwined with data about other charter school students, charter school employees, and/or attorney data as defined in Minnesota Statutes section 13.393.
4. Once a civil investigation becomes inactive, civil investigative data becomes public unless the release of the data would jeopardize another pending civil legal action, except for those portions of such data that are classified as not public data under state or federal law. Any civil investigative data presented as evidence in court or made part of a court record shall be public. For purposes of this provision, a civil investigation becomes inactive upon the occurrence of any of the following events:
  - a. a decision by the charter school, or by the chief attorney for the charter school, not to pursue the civil legal action. However, such investigation may subsequently become active if the charter school or its attorney decides to renew the civil legal action;
  - b. the expiration of the time to file a complaint under the statute of limitations or agreement applicable to the civil legal action; or
  - c. the exhaustion or expiration of rights of appeal by either party to the civil legal action.
5. A "pending civil legal action" for purposes of this subdivision is defined as including, but not limited to, judicial, administrative, or arbitration proceedings.

D. Chemical Abuse Records

To the extent the charter school maintains records of the identity, diagnosis, prognosis, or treatment of any student which are maintained in connection with the performance of any drug abuse prevention function conducted, regulated, or directly or indirectly assisted by any department or agency of the United States, such records are classified as confidential and shall be disclosed only for the purposes and under the circumstances expressly authorized by law.

**X. DISCLOSURE OF SCHOOL RECORDS PRIOR TO EXCLUSION OR EXPULSION HEARING**

At a reasonable time prior to any exclusion or expulsion hearing, the student and the student's parent or guardian or representative shall be given access to all charter school records pertaining to the student, including any tests or reports upon which the action proposed by the charter school may be based, pursuant to the Minnesota Pupil Fair Dismissal Act, Minnesota Statutes section 121A.40, *et seq.*

**XI. DISCLOSURE OF DATA TO MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS**

- A. The charter school will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the charter school, if available, that may be released to military recruiting officers only), and home telephone numbers of students in grades 11 and 12 to military recruiting officers and post-secondary educational institutions within sixty (60) days after the date of the request unless a parent or eligible student has refused in writing to release this data pursuant to Paragraph C. below.
- B. Data released to military recruiting officers under this provision:
1. may be used only for the purpose of providing information to students about military service, state and federal veterans' education benefits, and other career and educational opportunities provided by the military;
  2. cannot be further disseminated to any other person except personnel of the recruiting services of the armed forces; and
  3. copying fees shall not be imposed.
- C. A parent or eligible student has the right to refuse the release of the name, address, electronic mail addresses (which shall be the electronic mail addresses provided by the school, if available, that may be released to military recruiting officers only) or home telephone number to military recruiting officers and post-secondary educational institutions. To refuse the release of the above information to military recruiting officers and post-secondary educational institutions, a parent or eligible student must notify the responsible authority [*designate title of individual, i.e., building principal*] in writing by [*date*] each year. The written request must include the following information:
1. Name of student and parent, as appropriate;
  2. Home address;
  3. Student's grade level;
  4. School presently attended by student;
  5. Parent's legal relationship to student, if applicable;
  6. Specific category or categories of information which are not to be released to military recruiting officers and post-secondary educational institutions; and
  7. Specific category or categories of information which are not to be released to the public, including military recruiting officers and post-secondary educational institutions.
- D. Annually, the charter school will provide public notice by any means that are reasonably likely to inform the parents and eligible students of their rights to refuse to release the names, addresses, and home phone numbers of students in grades 11 and 12 without prior consent.
- E. A parent or eligible student's refusal to release the above information to military recruiting officers and post-secondary educational institutions does not affect the charter

school's release of directory information to the rest of the public, which includes military recruiting officers and post-secondary educational institutions. In order to make any directory information about a student private, the procedures contained in Section VII. of this policy also must be followed. Accordingly, to the extent the charter school has designated the name, address, home phone number, and grade level of students as directory information, absent a request from a parent or eligible student not to release such data, this information will be public data and accessible to members of the public, including military recruiting officers and post-secondary educational institutions.

## **XII. LIMITS ON REDISCLOSURE**

### A. Redisclosure

Consistent with the requirements herein, the charter school may only disclose personally identifiable information from the education records of a student on the condition that the party to whom the information is to be disclosed will not disclose the information to any other party without the prior written consent of the parent of the student or the eligible student, except that the officers, employees, and agents of any party receiving personally identifiable information under this section may use the information, but only for the purposes for which the disclosure was made.

### B. Redisclosure Not Prohibited

1. Subdivision A. of this section does not prevent the charter school from disclosing personally identifiable information under Section VI. of this policy with the understanding that the party receiving the information may make further disclosures of the information on behalf of the charter school provided:
  - a. The disclosures meet the requirements of Section VI. of this policy; and
  - b. The charter school has complied with the record-keeping requirements of Section XIII. of this policy.
2. Subdivision A. of this section does not apply to disclosures made pursuant to court orders or lawfully issued subpoenas or litigation, to disclosures of directory information, to disclosures to a parent or student or to parents of dependent students, or to disclosures concerning sex offenders and other individuals required to register under 42 United States Code section 14071. However, the charter school must provide the notification required in Section XII.D. of this policy if a redisclosure is made based upon a court order or lawfully issued subpoena.

***[Note: 42 United States Code section 14071 was repealed. Charter schools should retain this statutory reference, however, as it remains a reference in FERPA and the Minnesota Government Data Practices Act and still may apply to individuals required to register prior to the repeal of this law.]***

### C. Classification of Disclosed Data

The information disclosed shall retain the same classification in the hands of the party receiving it as it had in the hands of the charter school.

### D. Notification

The charter school shall inform the party to whom a disclosure is made of the

requirements set forth in this section, except for disclosures made pursuant to court orders or lawfully issued subpoenas, disclosure of directory information under Section VII. of this policy, disclosures to a parent or student, or disclosures to parents of a dependent student. In the event that the Family Policy Compliance Office determines that a state or local educational authority, a federal agency headed by an official listed in 34 Code of Federal Regulations section 99.31(a)(3), or an authorized representative of a state or local educational authority or a federal agency headed by an official listed in section 99.31(a)(3), or a third party outside of the charter school improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the charter school may not allow that third party access to personally identifiable information from education records for at least five (5) years.

### **XIII. RESPONSIBLE AUTHORITY; RECORD SECURITY; AND RECORD KEEPING**

#### **A. Responsible Authority**

The responsible authority shall be responsible for the maintenance and security of student records.

#### **B. Record Security**

The principal of each school subject to the supervision and control of the responsible authority shall be the records manager of the school, and shall have the duty of maintaining and securing the privacy and/or confidentiality of student records.

#### **C. Plan for Securing Student Records**

The building principal shall submit to the responsible authority a written plan for securing students records by September 1 of each school year. The written plan shall contain the following information:

1. A description of records maintained;
2. Titles and addresses of person(s) responsible for the security of student records;
3. Location of student records, by category, in the buildings;
4. Means of securing student records; and
5. Procedures for access and disclosure.

#### **D. Review of Written Plan for Securing Student Records**

The responsible authority shall review the plans submitted pursuant to Paragraph C. of this section for compliance with the law, this policy, and the various administrative policies of the charter school. The responsible authority shall then promulgate a chart incorporating the provisions of Paragraph C. which shall be attached to and become a part of this policy.

#### **E. Record Keeping**

1. The principal shall, for each request for and each disclosure of personally identifiable information from the education records of a student, maintain a record, with the education records of the student, that indicates:

- a. the parties who have requested or received personally identifiable information from the education records of the student;
  - b. the legitimate interests these parties had in requesting or obtaining the information; and
  - c. the names of the state and local educational authorities and federal officials and agencies listed in Section VI.B.4. of this policy that may make further disclosures of personally identifiable information from the student's education records without consent.
2. In the event the charter school discloses personally identifiable information from an education record of a student pursuant to Section XII.B. of this policy, the record of disclosure required under this section shall also include:
  - a. the names of the additional parties to which the receiving party may disclose the information on behalf of the charter school;
  - b. the legitimate interests under Section VI. of this policy which each of the additional parties has in requesting or obtaining the information; and
  - c. a copy of the record of further disclosures maintained by a state or local educational authority or federal official or agency listed in Section VI.B.4. of this policy in accordance with 34 Code of Federal Regulations section 99.32 and to whom the charter school disclosed information from an education record. The charter school shall request a copy of the record of further disclosures from a state or local educational authority or federal official or agency to whom education records were disclosed upon a request from a parent or eligible student to review the record of requests for disclosure.
3. Section XIII.E.1. does not apply to requests by or disclosure to a parent of a student or an eligible student, disclosures pursuant to the written consent of a parent of a student or an eligible student, requests by or disclosures to other school officials under Section VI.B.1. of this policy, to requests for disclosures of directory information under Section VII. of this policy, or to a party seeking or receiving the records as directed by a federal grand jury or other law enforcement subpoena and the issuing court or agency has ordered that the existence or the contents of the subpoena or the information provided in response to the subpoena not be disclosed or as directed by an ex parte court order obtained by the United States Attorney General (or designee not lower than an Assistant Attorney General) concerning investigations or prosecutions of an offense listed in 18 United States Code section 2332b(g)(5)(B) or an act of domestic or international terrorism.  
  
***[Note: While Section XIII.E.1. does not apply to requests for or disclosures of directory information under Section VII. of this policy, to the extent the charter school chooses to limit the disclosure of directory information to specific parties, for specific purposes, or both, it is advisable that records be kept to identify the party to whom the disclosure was made and/or purpose for the disclosure.]***
4. The record of requests of disclosures may be inspected by:

- a. the parent of the student or the eligible student;
  - b. the school official or his or her assistants who are responsible for the custody of the records; and
  - c. the parties authorized by law to audit the record-keeping procedures of the charter school.
5. The charter school shall record the following information when it discloses personally identifiable information from education records under the health or safety emergency exception:
- a. the articulable and significant threat to the health or safety of a student or other individual that formed the basis for the disclosure; and
  - b. the parties to whom the charter school disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the charter school maintains the student's education records.

**XIV. RIGHT TO INSPECT AND REVIEW EDUCATION RECORDS**

A. Parent of a Student, an Eligible Student or the Parent of an Eligible Student Who is Also a Dependent Student

The charter school shall permit the parent of a student, an eligible student, or the parent of an eligible student who is also a dependent student who is or has been in attendance in the charter school to inspect or review the education records of the student, except those records which are made confidential by state or federal law or as otherwise provided in Section VIII. of this policy.

B. Response to Request for Access

The charter school shall respond to any request pursuant to Subdivision A. of this section immediately, if possible, or within ten (10) days of the date of the request, excluding Saturdays, Sundays, and legal holidays.

C. Right to Inspect and Review

The right to inspect and review education records under Subdivision A. of this section includes:

- 1. The right to a response from the charter school to reasonable requests for explanations and interpretations of records; and
- 2. If circumstances effectively prevent the parent or eligible student from exercising the right to inspect and review the education records, the charter school shall provide the parent or eligible student with a copy of the records requested or make other arrangements for the parent or eligible student to inspect and review the requested records.
- 3. Nothing in this policy shall be construed as limiting the frequency of inspection of the education records of a student with a disability by the student's parent or guardian or by the student upon the student reaching the age of majority.

D. Form of Request

Parents or eligible students shall submit to the charter school a written request to inspect education records which identify as precisely as possible the record or records he or she wishes to inspect.

E. Collection of Student Records

If a student's education records are maintained in more than one location, the responsible authority may collect copies of the records or the records themselves from the various locations so they may be inspected at one site. However, if the parent or eligible student wishes to inspect these records where they are maintained, the charter school shall attempt to accommodate those wishes. The parent or eligible student shall be notified of the time and place where the records may be inspected.

F. Records Containing Information on More Than One Student

If the education records of a student contain information on more than one student, the parent or eligible student may inspect and review or be informed of only the specific information which pertains to that student.

G. Authority to Inspect or Review

The charter school may presume that either parent of the student has authority to inspect or review the education records of a student unless the charter school has been provided with evidence that there is a legally binding instrument or a state law or court order governing such matters as marriage dissolution, separation, or custody which provides to the contrary.

H. Fees for Copies of Records

1. The charter school shall charge a reasonable fee for providing photocopies or printed copies of records unless printing a copy is the only method to provide for the inspection of data. In determining the amount of the reasonable fee, the charter school shall consider the following:
  - a. the cost of materials, including paper, used to provide the copies;
  - b. the cost of the labor required to prepare the copies;
  - c. any schedule of standard copying charges established by the charter school in its normal course of operations;
  - d. any special costs necessary to produce such copies from machine-based record-keeping systems, including but not limited to computers and microfilm systems; and
  - e. mailing costs.
2. If 100 or fewer pages of black and white, letter or legal size paper copies are requested, actual costs shall not be used, and, instead, the charge shall be no more than 25 cents for each page copied.
3. The cost of providing copies shall be borne by the parent or eligible student.

4. The responsible authority, however, may not impose a fee for a copy of an education record made for a parent or eligible student if doing so would effectively prevent or, in the case of a student with a disability, impair the parent or eligible student from exercising their right to inspect or review the student's education records.

## **XV. REQUEST TO AMEND RECORDS; PROCEDURES TO CHALLENGE DATA**

### **A. Request to Amend Education Records**

The parent of a student or an eligible student who believes that information contained in the education records of the student is inaccurate, misleading, or violates the privacy rights of the student may request that the charter school amend those records.

1. The request shall be in writing, shall identify the item the requestor believes to be inaccurate, misleading, or in violation of the privacy or other rights of the student, shall state the reason for this belief, and shall specify the correction the requestor wishes the charter school to make. The request shall be signed and dated by the requestor.
2. The charter school shall decide whether to amend the education records of the student in accordance with the request within thirty (30) days after receiving the request.
3. If the charter school decides to refuse to amend the education records of the student in accordance with the request, it shall inform the parent of the student or the eligible student of the refusal and advise the parent or eligible student of the right to a hearing under Subdivision B. of this section.

### **B. Right to a Hearing**

If the charter school refuses to amend the education records of a student, the charter school, on request, shall provide an opportunity for a hearing in order to challenge the content of the student's education records to ensure that information in the education records of the student is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student. A hearing shall be conducted in accordance with Subdivision C. of this section.

1. If, as a result of the hearing, the charter school decides that the information is inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall amend the education records of the student accordingly and so inform the parent of the student or the eligible student in writing.
2. If, as a result of the hearing, the charter school decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the student, it shall inform the parent or eligible student of the right to place a statement in the record commenting on the contested information in the record or stating why he or she disagrees with the decision of the charter school, or both.
3. Any statement placed in the education records of the student under Subdivision B. of this section shall:
  - a. be maintained by the charter school as part of the education records of

the student so long as the record or contested portion thereof is maintained by the charter school; and

- b. if the education records of the student or the contested portion thereof is disclosed by the charter school to any party, the explanation shall also be disclosed to that party.

C. Conduct of Hearing

1. The hearing shall be held within a reasonable period of time after the charter school has received the request, and the parent of the student or the eligible student shall be given notice of the date, place, and time reasonably in advance of the hearing.
2. The hearing may be conducted by any individual, including an official of the charter school who does not have a direct interest in the outcome of the hearing. The school board attorney shall be in attendance to present the school board's position and advise the designated hearing officer on legal and evidentiary matters.
3. The parent of the student or eligible student shall be afforded a full and fair opportunity for hearing to present evidence relative to the issues raised under Subdivisions A. and B. of this section and may be assisted or represented by individuals of his or her choice at his or her own expense, including an attorney.
4. The charter school shall make a decision in writing within a reasonable period of time after the conclusion of the hearing. The decision shall be based solely on evidence presented at the hearing and shall include a summary of evidence and reasons for the decision.

D. Appeal

The final decision of the designated hearing officer may be appealed in accordance with the applicable provisions of Minnesota Statutes chapter 14 relating to contested cases.

**XVI. PROBLEMS ACCESSING DATA**

- A. The data practices compliance official is the designated employee to whom persons may direct questions or concerns regarding problems in obtaining access to data or other data practices problems.
- B. Data practices compliance official means *[designate title and actual name of individual]*.
- C. Any request by an individual with a disability for reasonable modifications of the charter school's policies or procedures for purposes of accessing records shall be made to the data practices compliance official.

**XVII. COMPLAINTS FOR NONCOMPLIANCE WITH FERPA**

A. Where to File Complaints

Complaints regarding alleged violations of rights accorded parents and eligible students by FERPA, and the rules promulgated thereunder, shall be submitted in writing to the U.S. Department of Education, Student Privacy Policy Office, 400 Maryland Avenue S.W.,

Washington, D.C. 20202-8520.

B. Content of Complaint

A complaint filed pursuant to this section must contain specific allegations of fact giving reasonable cause to believe that a violation of FERPA and the rules promulgated thereunder has occurred.

**XVIII. WAIVER**

A parent or eligible student may waive any of his or her rights provided herein pursuant to FERPA. A waiver shall not be valid unless in writing and signed by the parent or eligible student. The charter school may not require such a waiver.

**XIX. ANNUAL NOTIFICATION OF RIGHTS**

A. Contents of Notice

The charter school shall give parents of students currently in attendance and eligible students currently in attendance annual notice by such means as are reasonably likely to inform the parents and eligible students of the following:

1. That the parent or eligible student has a right to inspect and review the student's education records and the procedure for inspecting and reviewing education records;
2. That the parent or eligible student has a right to seek amendment of the student's education records to ensure that those records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights and the procedure for requesting amendment of records;
3. That the parent or eligible student has a right to consent to disclosures of personally identifiable information contained in the student's education records, except to the extent that federal and state law and the regulations promulgated thereunder authorize disclosure without consent;
4. That the parent or eligible student has a right to file a complaint with the U.S. Department of Education regarding an alleged failure by the charter school to comply with the requirements of FERPA and the rules promulgated thereunder;
5. The criteria for determining who constitutes a school official and what constitutes a legitimate educational interest for purposes of disclosing education records to other school officials whom the charter school has determined to have legitimate educational interests; and
6. That the charter school forwards education records on request to a school in which a student seeks or intends to enroll or is already enrolled as long as the disclosure is for purposes related to the student's enrollment or transfer and that such records may include suspension and expulsion records pursuant to the federal Every Student Succeeds Act and, if applicable, a student's history of violent behavior.

B. Notification to Parents of Students Having a Primary Home Language Other Than English

The charter school shall provide for the need to effectively notify parents of students

identified as having a primary or home language other than English.

C. Notification to Parents or Eligible Students Who are Disabled

The charter school shall provide for the need to effectively notify parents or eligible students identified as disabled.

**XX. DESTRUCTION AND RETENTION OF RECORDS**

Destruction and retention of records by the charter school shall be controlled by state and federal law.

**XXI. COPIES OF POLICY**

Copies of this policy may be obtained by parents and eligible students at the executive director's office.

- Legal References:**
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
  - Minn. Stat. § 13.393 (Attorneys)
  - Minn. Stat. Ch. 14 (Administrative Procedures Act)
  - Minn. Stat. § 120A.22 (Compulsory Instruction)
  - Minn. Stat. § 121A.40-121A.56 (The Pupil Fair Dismissal Act)
  - Minn. Stat. § 121A.75 (Receipt of Records; Sharing)
  - Minn. Stat. § 127A.852 (Military-Connected Youth Identifier)
  - Minn. Stat. § 144.341-144.347 (Consent of Minors for Health Services)
  - Minn. Stat. Ch. 256B (Medical Assistance for Needy Persons)
  - Minn. Stat. Ch. 256L (MinnesotaCare)
  - Minn. Stat. § 260B.171, Subds. 3 and 5 (Disposition Order and Peace Officer Records of Children)
  - Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
  - Minn. Stat. § 363A.42 (Public Records; Accessibility)
  - Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
  - Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
  - 10 U.S.C. § 503(b) and (c) (Enlistments: Recruiting Campaigns; Compilation of Directory Information)
  - 18 U.S.C. § 2331 (Definitions)
  - 18 U.S.C. § 2332b (Acts of Terrorism Transcending National Boundaries)
  - 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
  - 20 U.S.C. § 6301 *et seq.* (Every Student Succeeds Act)
  - 20 U.S.C. § 7908 (Armed Forces Recruiting Information)
  - 20 U.S.C. § 7917 (Transfer of School Disciplinary Records)
  - 25 U.S.C. § 5304 (Definitions – Tribal Organization)
  - 26 U.S.C. §§ 151 and 152 (Internal Revenue Code)
  - 42 U.S.C. § 1711 *et seq.* (Child Nutrition Act)
  - 42 U.S.C. § 1751 *et seq.* (Richard B. Russell National School Lunch Act)
  - 34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)
  - 34 C.F.R. § 300.610-300.627 (Confidentiality of Information)
  - 42 C.F.R. § 2.1 *et seq.* (Confidentiality of Drug Abuse Patient Records)
  - Gonzaga University v. Doe*, 536 U.S. 273 309 (2002)
  - Dept. of Admin. Advisory Op. No. 21-008 (December 8, 2021)

- Cross References:**
- MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)

MSBA/MASA Model Policy 417 (Chemical Use and Abuse)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 519 (Interviews of Students by Outside Agencies)  
MSBA/MASA Model Policy 520 (Student Surveys)  
MSBA/MASA Model Policy 711 (Video Recording on School Buses)  
MSBA/MASA Model Policy 722 (Public Data Requests)  
MSBA/MASA Model Policy 906 (Community Notification of Predatory Offenders)

## 701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

### I. PURPOSE

- A. The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

### II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the Lewiston-Altura School District to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

### III. REQUIREMENT

- A. The superintendent shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.
- B. The School District must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minn. Stat. § 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. The school district shall, prior to October 1 of each year, publish its revenue and expenditure budgets for the current year, the actual revenues, expenditures and fund balances for the prior year, and the projected fund balances for the current year in a qualified newspaper of general circulation in the school district. The publication shall be made in the form prescribed by the Commissioner. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. At the same time as this publication, the school district shall publish the other information required by law.
- E. At the public hearing on the adoption of the school district's proposed property tax levy,

the school board shall review its current budget and the proposed property taxes payable in the following calendar year.

- F. The school district must post the materials specified in Paragraph III.D. above on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

#### IV. IMPLEMENTATION

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- C. The superintendent is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- E. The school district shall make such reports to the Commissioner as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Adopted: February 16, 1999

Revised: June 12, 2023

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)  
Minn. Stat. § 123B.76 (Expenditures; Reporting)  
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)

Minn. Stat. § 126C.23 (Allocation of General Education Revenue)  
Cross References: MSBA/MASA Model Policy 701.1 (Modification of School District Budget)  
MSBA/MASA Model Policy 702 (Accounting)  
MSBA Service Manual, Chapter 7, Education Funding



## 701.1 MODIFICATION OF SCHOOL DISTRICT BUDGET

### I. PURPOSE

- A. The purpose of this policy is to establish procedures for the modification of the school district's adopted revenue and expenditure budgets.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the Lewiston-Altura School District is to modify its revenue and expenditure budgets in accordance with the applicable provisions of law.

### III. REQUIREMENT

- A. The school district's adopted expenditure budget shall be considered the school board's expenditure authorization for that school year.
- B. If revisions or modifications in the adopted expenditure budget are determined to be advisable by the administration, the superintendent shall recommend the proposed changes to the school board. The proposed changes shall be accompanied by sufficient and appropriate background information on the revenue and policy issues involved to allow the school board to make an informed decision. A school board member may also propose modifications on that board member's own motion, provided, however, the school board member is encouraged to review the proposed modifications with the superintendent prior to their being proposed so that the administration may prepare necessary background materials for the school board prior to its consideration of those proposed modifications.
- C. If sufficient funds are not included in the expenditure budget in a particular fund to allow the proposed expenditure, funds for this purpose may not be expended from that fund prior to the adoption of an expenditure budget amendment by the school board to authorize that expenditure for that school year. An amended expenditure shall not exceed the projected revenues available for that purpose in that fund.
- D. The school district's revenue budget shall be amended from time to time during a fiscal year to reflect updated or revised revenue estimates. The superintendent shall make recommendations to the school board for appropriate revisions. If necessary, the school board shall also make necessary revisions in the expenditure budget if it appears that expenditures would otherwise exceed revenues and fund balances in a fund.

Adopted: June 13, 2016

Revised: June 12, 2023

Legal References: Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)

Cross References: MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)  
MSBA Service Manual, Chapter 7, Education Funding

## 702 ACCOUNTING

### I. PURPOSE

The purpose of this policy is to adopt the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts provided for in guidelines adopted by the Minnesota Department of Education.

### II. GENERAL STATEMENT OF POLICY

It is the policy of this school district to comply with the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts.

### III. MAINTENANCE OF BOOKS AND ACCOUNTS

The school district shall maintain its books and records and do its accounting in compliance with the Uniform Accounting and Reporting Standards for Minnesota School Districts (UFARS) provided for in the guidelines adopted by the Minnesota Department of Education and in compliance with applicable state laws and rules relating to reporting of revenues and expenditures.

### IV. PERMANENT FUND TRANSFERS

Unless otherwise authorized pursuant to Minn. Stat. § 123B.80, as amended, or any other law, fund transfers shall be made in compliance with UFARS and permanent fund transfers shall only be made in compliance with Minn. Stat. §123B.79, as amended, or other applicable statute.

### V. REPORTING

The school board shall provide for an annual audit of the books and records of the school district to assure compliance of its records with UFARS. Each year, the school district shall also provide for the publication of the financial information specified in Minn. Stat. §123B.10 in the manner specified therein.

Adopted: June 13, 2016

Revised: June 12, 2023

*Legal References:* Minn. Stat. § 123B.02 (School District Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.10 (Publication of Financial Information)  
Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)  
Minn. Stat. § 123B.75 (Revenue)  
Minn. Stat. § 123B.76 (Expenditures)  
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)  
Minn. Stat. § 123B.78 (Cash Flow, Revenues, Borrowing, Deficits)  
Minn. Stat. § 123B.79 (Permanent Fund Transfers)

Minn. Stat. § 123B.80 (Exceptions for Permanent Fund Transfers)

*Cross References:* MSBA/MASA Model Policy 703 (Annual Audit)  
MSBA Service Manual, Chapter 7, Education Funding

## 703 ANNUAL AUDIT

### I. PURPOSE

The purpose of this policy is to provide for an annual audit of the books and records of the school district in order to comply with law, to provide a permanent record of the financial position of the school district, and to provide guidance to the school district to correct any errors and discrepancies in its practices.

### II. GENERAL STATEMENT OF POLICY

The policy of this school district is to comply with all laws relating to the annual audit of the books and records of the school district.

### III. REQUIREMENT

- A. The school board shall appoint independent certified public accountants to audit, examine, and report upon the books and records of the school district. The school board may enter into a contract with a person or firm to provide the agreed upon services.
- B. After the close of each fiscal year, the books, records, and accounts of the school district shall be audited by said independent certified public accountants in accordance with applicable standards and legal requirements. The superintendent and members of the administration shall cooperate with the auditors.
- C. The school district shall, prior to September 15 of each year, submit unaudited financial data for the preceding year to the Commissioner of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by Minn. Stat. § 123B.14, Subd. 7.
- D. The school district shall, prior to November 30 of each year, provide to the Commissioner audited financial data for the preceding fiscal year. The school district shall, prior to December 31 of each year, provide to the Commissioner and the State Auditor an audited financial statement in a form that will allow comparison with and correction of material differences in the unaudited data. The audited financial statement must also provide a statement of assurance pertaining to compliance with uniform financial accounting and reporting standards and a copy of the management letter submitted to the school district by its auditor.
- E. The audit must be conducted in compliance with generally accepted governmental auditing standards, the Federal Single Audit Act and the Minnesota Legal Compliance Guide issued by the Office of the State Auditor.
- F. The school board must approve the audit report by resolution or require a further or amended report.
- G. The administration shall report to the school board regarding any actions

necessary to correct any deficiencies or exceptions noted in the audit.

- H. The accounts and records of the school district shall also be subject to audit and inspection by the State Auditor to the extent provided in Minn. Stat. Ch. 6.

Adopted: December 12, 2016

Revised: June 12, 2023

*Legal References:* Minn. Stat. Ch. 6 (State Auditor)  
Minn. Stat. § 123B.02 (School District Powers)  
Minn. Stat. § 123B.09 (School Board Powers)  
Minn. Stat. § 123B.14, Subd. 7 (Duties of School Board Clerk)  
Minn.Stat. § 123B.77, Subds. 2 and 3 (Audited Financial Statements;  
Statement for Comparison and Correction)

*Cross References:* MSBA/MASA Model Policy 702 (Accounting)  
MSBA Service Manual, Chapter 7, Education Funding

## **708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS**

***[Note: The obligations stated in this policy are largely governed by statute. A school district may choose to add obligations to the model policy.]***

### **I. PURPOSE**

The purpose of this policy is to address transportation rights of nonpublic school students and to provide equality of treatment in transporting such students pursuant to law.

### **II. GENERAL STATEMENT OF POLICY**

The policy of the school district is to recognize the rights of nonpublic school students and to provide equal transportation to those students as required by law.

### **III. ELIGIBILITY**

- A. The school district shall provide equal transportation within the district for all students to any school when transportation is deemed necessary by the school district because of distance or traffic conditions in like manner and form as provided in Minnesota Statutes sections 123B.88 and 123B.92 when applicable.
- B. Upon the request of a parent or guardian, the school district must provide school bus transportation to the school district boundary for students residing in the school district at least the same distance from a nonpublic school actually attended in another school district as public school students are transported in the transporting school district. Such transportation must be provided whether or not there is another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means.
- C. The school district may provide school bus transportation to a nonpublic school in another school district for students residing in the school district and attending that school, whether there is or is not another nonpublic school within the transporting school district, if the transportation is to schools maintaining grades or departments not maintained in the school district or if the attendance of such students at school can more safely, economically, or conveniently be provided for by such means. If the school district transports students to a nonpublic school located in another school district, the nonpublic school shall pay the cost of such transportation provided outside the school district boundaries.
- D. The school district must provide the necessary transportation within school district boundaries between the nonpublic school and a public school or neutral site for nonpublic school students who are provided pupil support services if the school district elects to provide pupil support services at a site other than a nonpublic school.
- E. When transportation is provided, the scheduling of routes, manner and method of transportation, control and discipline of students, and any other matter relating thereto shall be within the sole discretion, control, and management of the school district. A nonpublic or charter school student transported by the school district shall comply with

school district student bus conduct and student bus discipline policies.

- F. Additional transportation to and from a nonpublic school may be provided at the expense of the school district when such services are provided in the discretion of the school district.

#### **IV. STUDENTS WITH DISABILITIES**

- A. If a resident student with a disability attends a nonpublic school located within the school district, the school district must provide necessary transportation for the student within the school district between the nonpublic school and the educational facility where special instruction and services are provided on a shared-time basis. If a resident student with a disability attends a nonpublic school located in another school district and if no agreement exists for the provision of special instruction and services on a shared time basis to that student by the school district of attendance and where the special instruction and services are provided within the school district, the school district shall provide necessary transportation for that student between the school district boundary and the educational facility. The school district may provide necessary transportation for that student between its boundary and the nonpublic school attended, but the nonpublic school shall pay the cost of transportation provided outside the school district boundary. School districts may make agreements for who provides transportation. Parties serving students on a shared time basis have access to a due process hearing system as provided by law.
- B. When the disabling conditions of a student with a disability are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program, the student shall be entitled to special transportation at the expense of the school district or the day training and habilitation program attended by the student. The school district shall determine the type of vehicle used to transport students with a disability on the basis of the disabling conditions and applicable laws. This section shall not be applicable to parents who transport their own child under a contract with the school district.
- C. Each driver and aide assigned to a vehicle transporting students with a disability must (1) be instructed in basic first aid and procedures for the students under their care; (2) within one month after the effective date of assignment, participate in a program of in-service training on the proper methods of dealing with the specific needs and problems of students with disabilities; (3) assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and (4) ensure that proper safety devices are in use and fastened properly.
- D. Each driver and aide assigned to a vehicle transporting students with a disability shall have available to them the following information in hard copy or immediately accessible through a two-way communication system: (1) the student's name and address; (2) the nature of the student's disabilities; (3) emergency health care information; and (4) the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.
- E. Any parent of a student with a disability who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the due process procedures provided for in Minnesota Statutes chapter 125A.

#### **V. APPLICATION OF GENERAL POLICY**

The provisions of the school district's policy on transportation of public school students [*Model Policy 707*] shall apply to the transportation of nonpublic school students except as specifically provided herein.

**Legal References:**

Minn. Stat. § 123B.44 (Provision of Pupil Support Services)  
Minn. Stat. § 123B.84 (Policy)  
Minn. Stat. § 123B.86 (Equal Treatment)  
Minn. Stat. § 123B.88 (Independent School Districts, Transportation)  
Minn. Stat. § 123B.91, Subd. 1a (School District Bus Safety Requirements)  
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)  
Minn. Stat. Ch. 125A (Special Education and Special Programs)  
Minn. Stat. § 125A.18 (Special Instruction; Nonpublic Schools)  
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)  
Minn. Rules Part 7470.1700 (Drivers and Aides for Pupils with Disability)  
*Americans United, Inc. as Protestants and Other Am. United for Separation of Church and State, et al. v. Independent Sch. Dist. No. 622, et al.*, 288 Minn. 1996, 179 N.W.2d 146 (Minn. 1970)  
*Eldredge v. Independent Sch. Dist. No. 625*, 422 N.W.2d 319 (Minn. Ct. App. 1988)  
*Healy v. Independent Sch. Dist. No. 625*, 962 F.2d 1304 (8<sup>th</sup> Cir. 1992)  
Minn. Op. Atty. Gen. 166a-7 (June 3, 1983)  
Minn. Op. Atty. Gen. 166a-7 (Sept. 14, 1981)  
Minn. Op. Atty. Gen. 166a-7 (July 15, 1976)  
Minn. Op. Atty. Gen. 166a-7 (July 17, 1970)  
Minn. Op. Atty. Gen. 166a-7 (Oct. 3, 1969)  
Minn. Op. Atty. Gen. 166a-7 (Sept. 12, 1969)

**Cross References:**

MSBA/MASA Model Policy 707 (Transportation of Public School Students)  
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)

## **906 COMMUNITY NOTIFICATION OF PREDATORY OFFENDERS**

***[Note: School board adoption of a policy regarding a predatory offender notification is discretionary. Minnesota Statutes section 244.052 imposes duties on law enforcement agencies but does not impose mandatory notification duties on school districts except as set forth in Paragraph IV.B.6., below.]***

### **I. PURPOSE**

The purpose of this policy is to assist school administrators and staff members in responding to a notification by a law enforcement agency that a convicted predatory offender is moving into the school district so that they may better protect individuals in the school's care while they are on or near the school district premises or under the control of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to provide information to staff regarding known predatory offenders that are moving into the school district so that they may monitor school premises for the safety of the school, its students, and employees. Staff will be notified as appropriate and have access to Offender Fact Sheets.
- B. The superintendent, in cooperation with appropriate school transportation officials, will evaluate bus routes and bus stops. Bus drivers will have access to Offender Fact Sheets. If necessary, bus stops may be moved if they place children in close proximity to a predatory offender who has been convicted of crimes against children of similar ages.
- C. The superintendent, in conjunction with the building principal or designee, shall prepare or provide safety information for distribution to students regarding protecting themselves from abuse, abduction, or exploitation. The school district will prepare a list of available resources. Staff will provide safety information to students on how to protect themselves against abuse, abduction, or exploitation. School officials may ask their police liaison officer or local law enforcement officials for assistance in providing instruction to staff and students.

### **III. DEFINITIONS**

- A. Minnesota Statutes section 244.052, as amended, allows law enforcement agencies to disclose information about certain predatory offenders when they are released into the community. The information disclosed and to whom it is disclosed will depend upon their assessment of the level of risk posed by the predatory offender.
- B. "Risk Level Assessment" is the level of danger to the community as established by the Minnesota Department of Corrections following a review by a committee of experts. The level of risk assigned to a soon-to-be-released offender determines the scope of notification.
- C. "Risk Levels"
  - 1. "Level I" – Risk Level I is assigned to a predatory offender whose risk assessment score indicates a low risk of reoffense.

2. "Level II" – Risk Level II is assigned to a predatory offender whose risk assessment score indicates a moderate risk of reoffense.
  3. "Level III" – Risk Level III is assigned to a predatory offender whose risk assessment score indicates a high risk of reoffense.
- D. "Notification or Disclosure by Law Enforcement Agency"
1. Risk Level I – The local law enforcement agency may disclose certain information to other law enforcement agencies and to any victims of or witnesses to the offense committed by the offender. There will be no disclosure to school districts.
  2. Risk Level II – In addition to those notified in Level I, a law enforcement agency may notify agencies and groups the offender is likely to encounter that the offender is about to move into the community and provide to those agencies and groups an Offender Fact Sheet on the offender. School districts, private schools, day care centers, and other institutions serving those likely to be victimized by the predatory offender are included in a Level II notification.
  3. Risk Level III – In most cases, the local law enforcement agencies will hold a community meeting and distribute an Offender Fact Sheet with information concerning and a photograph of the soon-to-be-released Level III offender.
- E. "Offender Fact Sheet" is a data sheet compiled by the Department of Corrections or local law enforcement agency. The Offender Fact Sheet contains both public and private data including a photograph and physical description of the predatory offender, as well as the general location of the offender's residence.
1. A local law enforcement agency will generally provide Offender Fact Sheets for Level II predatory offenders directly to the school district.
  2. Level III Offender Fact Sheets will be distributed at a community meeting conducted by the local law enforcement agency.
- F. "Law enforcement agency" means the law enforcement agency having primary jurisdiction over the location where the offender expects to reside upon release.
- G. "Criminal history conviction data" is public data on a convicted criminal which is compiled by the State Bureau of Criminal Apprehension (BCA).

#### **IV. PROCEDURES**

##### **A. Level II Notification**

In keeping with the statutorily designated purpose that Offender Fact Sheets are to be used by staff members to secure the school and protect individuals in the school district's care while they are on or near the school district's premises or under the control of the school district, the school district will take the following steps:

1. The superintendent shall notify the law enforcement agencies within the school

district that all appropriate Level II and Level III notifications are to be provided at least to the superintendent of schools.

2. Upon notification of the release of a Level II predatory offender, the superintendent shall forward the Offender Fact Sheet to all building principals and central office administrators. This would include transportation, food service and buildings and grounds supervisors.
3. Principals of schools in close proximity to the Level II predatory offender's residence shall meet with staff and show the Offender Fact Sheet to persons within the buildings who supervise students or who would be in a position to observe if the Level II offender was in or around the school. This includes, but is not limited to, administrators, teachers, coaches, paraprofessionals, custodians, clerical and office workers, food service workers, volunteers, and transportation providers.
4. The school district shall request criminal history conviction data on the Level II predatory offender from its local law enforcement agency. On a case-by-case basis, the superintendent may determine whether to send a letter to parents with general information regarding release of the Level II offender and a copy of the criminal history conviction data that the school district obtained from its local law enforcement agency. The offender fact sheet contains data classified as private or not public under Minnesota law and may only be distributed to parents, students, or others outside the school district if it determines the release is for the purpose of securing the schools and protecting individuals under the school district's care while they are on or near school premises.
5. The building administrator shall cause the Offender Fact Sheet to be posted in each building in an area accessible to staff and employees but not the general public unless a determination has been made that public posting will help secure the school or protect students.
6. The school district shall not distribute or provide access to Level II Offender Fact Sheets to parents, students, or others outside the school district unless a determination has been made that dissemination of the data will help secure the school or protect students.

***[Note: The Minnesota Department of Administration issued an opinion confirming that the Predatory Offender Fact Sheet contains private data or not public data. However, it is the department's opinion that a school district may release any information contained in the notification to anyone, including staff, students, parents, and guardians, if it determines that the release of data will help secure the school or protect students.]***

B. Level III Notification

1. The superintendent shall notify the law enforcement agencies within the school district that all Level III notifications of community meetings are to be provided to the superintendent of schools.
2. When a Level III predatory offender is released into a community, generally the local law enforcement agency will notify the school district of the time and location of the community meeting at which the Level III Offender Fact Sheet

will be distributed to the community.

3. When the school district receives this information, the superintendent shall determine on a case-by-case basis whether the school district will notify parents and students of the time, date, and location of the community meeting.
4. When notified of a Level III predatory offender community meeting the superintendent or another school district administrator designated by the superintendent shall attend the community notification meeting.
5. When the school district receives information that a Level III predatory offender is moving into the school district, in addition to following the procedures specified above, the school district shall follow the procedures outlined for a Level II notification.
6. If the predatory offender is participating in programs offered by the school district that require or allow the person to interact with children other than the person's children, the superintendent shall notify parents of children in the school district of the contents of the Offender Fact Sheet.

**Legal References:**

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 244.052 (Predatory Offenders; Notice)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
34 U.S.C. 20901 *et seq.* (Jacob Wetterling, Megan Nicole Kanka, and Pam Lychner Sex Offender Registration and Notification Program)  
Dept. of Admin. Advisory Op. No. 98-004

**Cross References:**

MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)  
MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

**907 REWARDS**

***[Note: A school board must formally adopt a policy authorizing rewards for information leading to the conviction of the person committing or conspiring to commit the specified crimes before a reward may be offered.]***

**I. PURPOSE**

The purpose of this policy is to authorize the school board to offer rewards to persons who provide accurate and reliable information leading to the conviction of a person who has committed or conspired to commit a crime against students or school employees, volunteers, or school board members as a result of their affiliation with the school district, or against school district property.

**II. GENERAL STATEMENT OF POLICY**

The school board believes that, in certain circumstances, the offering of a reward may lead to the receipt of information that would solve or prevent a crime against students, school employees, volunteers, school board members, or school district property. The school board also believes that the fact that the school board may offer a reward may have a deterrent effect on the commission of such crimes.

**III. APPROVAL OF OFFERING OF REWARDS**

The school board shall approve the offering of any rewards by the school district. The approval shall specify the amount of the reward and the crime to which it is applicable. The approval may relate to a specific incident or to a continuing category of crime, i.e., assault of a teacher, damage to school property, etc.

**IV. ESTABLISHMENT OF PROCEDURES**

The superintendent shall develop directives and procedures to address the timing and method of payment of any reward earned by an information provider. The information provided must have led to the conviction of the person who committed or conspired to commit the crime for which the reward was offered.

**Legal References:** Minn. Stat. § 123B.02, Subd. 22 (General Powers of Independent School Districts)

**Cross References:** None



**HVED Teambuilding and Recognition:**

**Physical Therapists (PTs) recognize Occupational Therapists (OTs) & Certified Occupational Therapy Assistants (COTAs)**



PTs are doing their part to recognize their professional colleagues at HVED. Stacie Ruskell shared, "I just wanted to pass along that April is always National OT month. The PTs celebrated our OTs and all they do for students and families with a little treat. We forgot to take a picture before some people had to leave. So, Devon Boots and Connie Sweiter were not in the picture." We have addressed that in this Highlight. And thank Stacie and Danielle for their professional courtesy and kindness shown to their HVED OT colleagues.

Pictured above: OT Emily Dohrn; OT Leslie Rolph; COTA Makenna Gabel. At right, L to R: OT Sarah Walch; OT Devon Boots; COTA Connie Sweiter; PT Danielle Nesvik; and PT Stacie Ruskell. Go, Team, Go!



**SAIL provides Bluegrass, Bikes, and Beautification!**



The month of May offers some of the best learning opportunities for students that can occur outside of the classroom. At SAIL those learning experiences have been varied. At left, we see a daring move by the bass player in the Baker Family Bluegrass Band that came to SAIL via the SE MN Bluegrass Association. At center, the bikes are back at SAIL! This is an opportunity that is free and provides a unit on bike safety while offering the opportunity to take the lessons to the road. At right, students participate in the annual beautification of the grounds. Students pick up garden tools and dig in by filling the flower boxes to add color to the grounds.

**HVED's Continuing Education Committee (CEU) Chalks Up (figuratively—not literally) Another Productive Year**

The HVED CEU Committee wrapped up another productive year on May 16. HVED licensed staff who are submitting clock hours for PELSB relicensure are able to submit clock hours electronically by following the information and process on the HVED Website at [www.hved6013.org](http://www.hved6013.org) under **Quick Links** and **CONTINUING EDUCATION UNITS (CEU)**. Two seats are open for two-year terms. The committee meets virtually once in the fall and three times in the spring—January, March and May. The 2023 Members are: Top row L to R: Pandy King (Chair), Deb Marcotte, Sandy Gorham. Bottom row L to R: Dorothy Gibson, Tara Sandvik, and Crystal Schroeder. Phil Rosendale, Board Representative, was not present for the photo.





**Minnesota Administrators of Special Education (MASE)**

HVED Directors of Special Education and Special Education Coordinators broke away from their regular schedules to participate in the MASE Best Practices Conference on May 10-12. The conference began on May 10 with a dinner and program followed by sessions throughout the day on Thursday and through noon on Friday. The sessions varied widely and offered something for everyone. After the day of sessions on Thursday, a very popular annual event for conference attendees was the Karaoke competition scheduled at 8 PM. At right are: Angie Augedahl, Amy York, Clover Schmitt, Dawn Kullot, Sam Clark and Karen Polyard singing one of their favorites!



**SPECTRUM joins Winona Area Track and Field Competition on May 19**

Sam Clark, HVED Special Education Coordinator, shared her observations of the day, "I just wanted to take a minute to drop in a note about how impressed I was with the kids and staff from SPECTRUM today. They represented HVED and SPECTRUM so well. We truly have some amazing staff doing some great things for these kids...Today I witnessed caring & calm staff, excited and proud parents(who were continually thanking the staff), and kids who exceeded the expectations and loved being there (some it was their first time riding a big bus or going on any sort of field trip)." Go, Team, Go!

Pictured at left: Austin is encouraged by Para Danielle. At right, Teacher Andrea (who planned the event) encourages Sam. Bottom left SPECTRUM Students and Staff in the Parade of Athletes at the Paul Giel Field. Bottom right, Cecelia assisted by BVI Teacher Sandy.

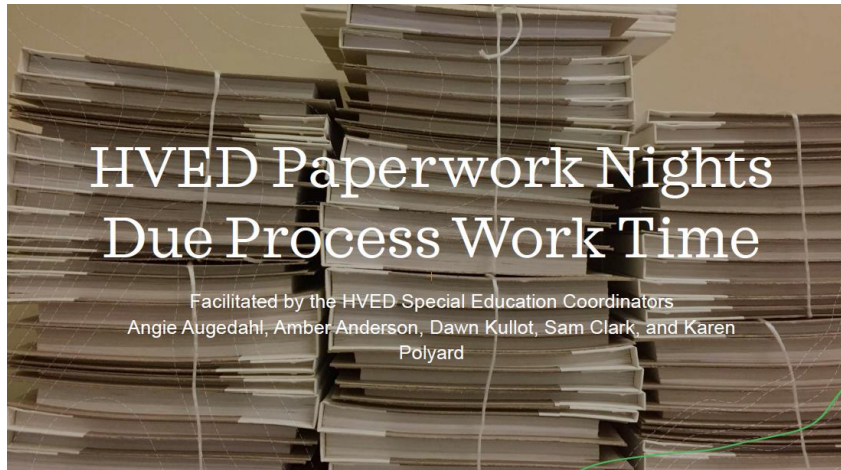




### HVED Coordinators Provide Paperwork Nights to Support Special Education Professionals

One highlight that has grown increasingly popular as the year has gone on has been the paperwork nights facilitated by the HVED Special Education Coordinators. As the final three-hour session of the year wrapped up just last night, Karen Polyard, Special Education Coordinator, serving SAIL, W-K, MNVA (Gr 9-12), and PEM pulled the stats together in the presentation you see below.

Thank you to the Special Education Coordinators for their professional dedication and service to special education staff within our member districts.



#### Key Details:

- Sessions were scheduled after work hours throughout the 2022-2023 school year
- Sessions were scheduled for up to three hours per evening
- Teachers were offered up to 20 hours of paid time to complete paperwork with the assistance and under the guidance of HVED Special Education Coordinators
- Rate of pay up to \$50 per hour
- HVED reimburses districts for teacher time attending sessions

#### Rewarding Results:

- Staff participation increased as the year progressed
- Staff were able to connect with one another to share ideas and gain insights into best practices
- Staff requested this opportunity be provided again in 2023-2024
- Collaboration and professional growth were gained from this learning opportunity
- HVED continues to support **Exceptional Teams Empowering Exceptional Students**

### Case Managers By District

Early Intervention	HVED Staff	Caledonia	Chatfield	Dover Eyota	Houston	Lanesboro	Lewiston Altura
2	3	10	8	4	11	1	5
Mabel Canton	Plainview Elgin Millville	Rushford Peterson	SAIL	St. Charles	SPECTRUM	Spring Grove	Wabasha Kellogg
1	8	7	6	8	1	2	6



# Hiawatha Valley Education District

HVED District Office, 1410 Bundy Blvd, Winona, MN 55987

No. 61-6013 P: 507.452.1200 F: 507.452.3422 [www.hved6013.org](http://www.hved6013.org)

Page 1 of 5

---

## HVED on ONE CENTRAL SITE **FACTS and FIGURES**

May 24, 2023

### WHY is it important for HVED to secure a central site?

- HVED has been searching for appropriate facilities throughout its 30+ year existence; and especially in the last ten years. HVED initiated a facilities study with Kraus-Anderson in 2018 which resulted in three options: 1. Build/Renovate one central site 2. Build/renovate two separate sites 3. Do nothing.

#### HVED SITES currently:

- HVED owns two (2) sites:
  1. District Office, 1410 Bundy Blvd., Winona, MN
  2. SAIL Behavior Program Site and PAES Lab-Kellogg, 51 Red School Lane, Kellogg, MN
- HVED leases three (3) sites: at a lease cost of \$57,441.09 per year (2022-2023).
  1. River Valley Academy ALC Program Site, within Minnesota State College SE, 1250 Homer Road, Winona, MN
  2. SPECTRUM Autism Program Site, within Hokah City Center, 200 Main Street, Hokah, MN
  3. PAES Lab, within Caledonia Area MS/HS, 825 North Warrior Lane, Caledonia, MN

#### Operational Costs?

Operational costs are multiplied by the various sites for various costs: garbage, cleaning, etc.

HVED is a PEOPLE BUSINESS resulting in current STAFFING realities:

- 75.8% of our FY23 adopted budget is dedicated to employee wages and benefits
- Because of the separate sites, the struggles in educational staffing are compounded within HVED:
  - staff isolation, disconnectedness, communications
  - double staffing, short staffing, emergency or crisis staffing

#### HVED Is Moving Forward to a Brighter Future!

- Meet the challenges through HVED's vision of *Exceptional Teams Empowering Exceptional Students*
- Unify our membership
- Solidify our collaborative efforts
- Capitalize on our collective membership
- Provide the necessary and productive programming for our highest needs and most at-risk students

### HOW does HVED secure one central site?

- Complete a new Joint Powers Agreement (JPA)
- Secure member district funding of a new central site
- Make project plans and complete construction of a new central site
- HVED's collective capacity is sufficient to accomplish this task!
- HVED's exceptional ability to create and sustain excellent programming for **all** students is reinforced!
- HVED's staff and students depend on us to move forward now!

---

### *Exceptional Teams Empowering Exceptional Students*

CALEDONIA • CHATFIELD • DOVER-EYOTA • HOUSTON • LACRESCENT-HOKAH • LANESBORO • LEWISTON-ALTURA • MABEL-CANTON  
PLAINVIEW-ELGIN-MILLVILLE • RUSHFORD-PETERSON • ST. CHARLES • SPRING GROVE • WABASHA-KELLOGG  
BLUFFVIEW MONTESSORI CHARTER SCHOOL • RIDGEWAY COMMUNITY CHARTER SCHOOL • ROLLINGSTONE COMMUNITY CHARTER SCHOOL



# Hiawatha Valley Education District

HVED District Office, 1410 Bundy Blvd, Winona, MN 55987

No. 61-6013 P: 507.452.1200 F: 507.452.3422 [www.hved6013.org](http://www.hved6013.org)

Page 2 of 5

**LOCATION:** Whole of Winona Mall, 1213 Gilmore, Ave., Winona, MN 55987

**PURCHASE COST:** \$4.5M **TENTATIVE CONSTRUCTION COST:** TBD **TOTAL COST:** TBD

## ACTION TIMELINE:

- 5.1.2023 HVED Facilities Negotiations Committee met with Attorney Christian Shafer, Architect Daniel Goemann, and Project Managers Chad Pike and Gary Benson to review public use, purchase agreement details, and concept draft of space.
- 5.3.2023 HVED Superintendents' Special Advisory Council Meeting to determine finance formula. **For a given year, the first 20% of debt service costs would be shared evenly amongst participating member districts. The remaining 80% would be allocated amongst participating member districts using a weighted average of pupil units and unduplicated child count.**
- 5.3.2023 Deb met with Chad Pike, Gary Benson, Daniel Goemann, to review big picture ideas and concept designs discussed on 5.1.2023.
- 5.11.2023 HVED Board of Directors hold a Special Meeting with Closed Session to determine negotiations of the Winona Mall.
- 5.17.2023 Negotiations Team meets to negotiate a new deal on the whole of the Winona Mall. Agreement is reached between HVED and the owner of the Winona Mall to purchase the entire Winona Mall property for \$4.5M.
- 5.19.2023 Dan Goemann, ISG Architect, organizes meeting to discuss design concepts for the whole mall. Deb extends an invitation to the HVED Building Project Committee Members and Negotiations Team to join the meeting.
- 5.23.2023 Meeting held with ISG, K-A and HVED representatives in attendance. Set May 31 for scanning of remainder of Winona Mall by ISG.
- 5.24.2023 Attorney provides a DRAFT copy of new HVED Joint Powers Agreement for review by the HVED Board of Directors.
- 5.24.2023 Attorney provides a DRAFT copy of HVED Purchase Agreement for review by the HVED Board of Directors.

## PROJECT TIMELINE:

Initiated	TASK	Completed
2.23.2023	1. Survey Property to establish the legal description (field work only)	3.21.2023
ASAP	2. Purchase Agreement (need property survey to move forward)	DRAFT on 5.24.2023
2.28.2023	3. Joint Powers Agreement for Purchase of Property process presented to HVED	DRAFT on 5.24.2023
ASAP	4. All Member District School Boards will be requested to adopt an updated JPA	

### *Exceptional Teams Empowering Exceptional Students*

CALEDONIA • CHATFIELD • DOVER-EYOTA • HOUSTON • LACRESCENT-HOKAH • LANESBORO • LEWISTON-ALTURA • MABEL-CANTON  
 PLAINVIEW-ELGIN-MILLVILLE • RUSHFORD-PETERSON • ST. CHARLES • SPRING GROVE • WABASHA-KELLOGG  
 BLUFFVIEW MONTESSORI CHARTER SCHOOL • RIDGEWAY COMMUNITY CHARTER SCHOOL • ROLLINGSTONE COMMUNITY CHARTER SCHOOL



# Hiawatha Valley Education District

HVED District Office, 1410 Bundy Blvd, Winona, MN 55987

No. 61-6013 P: 507.452.1200 F: 507.452.3422 [www.hved6013.org](http://www.hved6013.org)

2.23.2023	5. Securing Zoning Authority, City of Winona (on-going; need survey/drawing)	
2.28.2023	6. Request HVED Board of Directors hire an architect for concept drawings	3.22.2023
5.23.2023	With the decision for HVED to purchase the entire Winona, the concept drawings must be adjusted accordingly. Meeting held with ISG Dan Goemann and Kyle Fisel, K-A Gary Benson and Chad Pike, HVED Dani Bruns, Kristin King-Aasum, Melissa Rose, Megan Laskaskie, Bradley Carlton, and Deb Marcotte.	
5.31.2023	Scanning of the north side of the Winona Mall.	
TBD	7. Minnesota Department of Education (MDE) Review (Kraus-Anderson)	
TBD	8. Issuance of Certificates of Participation (CoP) to Finance Project	
TBD	9. Construction begins	
2024-2025	10. Moving into new facility	

## DRAFT Allocation Per District for \$8.3M Project with repayment over 15 years:

\$8.3 Million Project (Excludes online PUN)

District	FY 24 ADM	Proportionate Share	Annual Lease Payment Allocation	Lease Levy Limit \$212/PU	Current Approved Leases	Remaining Regular Lease Levy Authority	Preliminary Pay 23 NTC	Lease Levy	Tax Rate	Estimated Annual Tax Impact Beginning in Taxes Payable 2024					
										\$50,000 Home**	\$100,000 Home**	\$300,000 Home**	\$5,000 Homestead Acre**	\$6,000 Homestead Acre**	\$7,000 Homestead Acre**
Chatfield	986.80	9.52%	\$81,523.19	\$209,202	\$2,894	\$206,308	9,678,706	\$81,523	0.008423	\$3	\$6	\$24	\$0.21	\$0.25	\$0.29
Lanesboro	446.80	4.34%	\$7,196.98	94,722	5,803	88,919	4,124,350	37,197	0.009019	3	6	26	0.23	0.27	0.32
Mabel-Canton	273.20	2.35%	20,145.63	57,918	694	57,224	4,717,911	20,146	0.004270	1	3	12	0.11	0.13	0.15
Rushford-Peterson	695.20	6.84%	58,577.18	147,382	2,061	145,321	7,247,425	58,577	0.008082	2	6	23	0.20	0.24	0.28
Houston	1,953.25	4.58%	39,217.77	414,089	54,500	359,589	4,545,193	39,218	0.008628	3	6	25	0.22	0.26	0.30
Spring Grove	381.60	3.65%	31,261.64	80,899	1,105	79,794	3,143,844	31,262	0.009944	3	7	29	0.25	0.30	0.35
Caledonia	785.60	7.79%	66,757.47	166,547	1,992	164,555	7,782,907	66,757	0.008577	3	6	25	0.21	0.26	0.30
La Crescent-Hokah	1,164.60	11.34%	97,135.74	246,895	3,435	243,460	11,018,552	97,136	0.008816	3	6	26	0.22	0.26	0.31
Dover-Eyota	1,236.40	11.24%	96,297.21	262,117	3,409	258,708	8,064,978	96,297	0.011940	4	9	35	0.30	0.36	0.42
Wabasha-Kellogg	539.00	5.09%	43,623.00	114,268	2,950	111,318	9,240,560	43,623	0.004721	1	3	14	0.12	0.14	0.17
Lewiston-Altura	668.00	7.10%	60,833.75	141,616	2,089	139,527	7,567,592	60,834	0.008039	2	6	23	0.20	0.24	0.28
St. Charles	1,156.80	10.70%	91,677.78	245,242	1,115	244,127	9,420,452	91,678	0.009732	3	7	28	0.24	0.29	0.34
Plainview-Elgin-Millville	1,601.20	15.45%	132,342.65	339,454	4,688	334,766	12,212,742	132,343	0.010836	3	8	31	0.27	0.33	0.38
	11,888.45	100%	\$856,590.00	\$2,520,351	\$86,735	\$2,433,616	\$0								

## Updated 5.11.2023 DRAFT Allocation Per District (without Houston) for \$6M with repayment over 15 years:

Note: Use the **District No.** column to see Tax Impact. The District list still includes Houston in the first column, but the information for ISD No 294 (Houston) has been removed. The information for each ISD No. is accurate for each District.

Hiawatha Valley Education District

May 11, 2023

Pay 2024 Lease Levy Capacity and Estimated Tax Impact for Lease Purchase Payments

Lease Purchase (COP) Options  
15 Year Term

\$6 Million Certificate of Participation

District	ISD No.	Proportionate Share	Annual Lease Payment Allocation	Regular Lease Levy Limit \$212 per pupil	Current Approved Leases	Remaining Regular Lease Levy Authority	Estimate for Taxes Payable 2024 (5% growth)	Lease Levy	Estimated Annual Tax Impact Beginning in Taxes Payable 2024						
									\$50,000 Home**	\$100,000 Home**	\$300,000 Home**	\$5,000 Homestead Acre**	\$6,000 Homestead Acre**	\$7,000 Homestead Acre**	
Chatfield	227	9.08%	\$51,874.43	\$209,202	\$2,894	\$206,308	10,137,512	\$51,874	\$2	\$4	\$15	\$0.13	\$0.15	\$0.18	
Lanesboro	229	4.75%	27,108.16	94,722	5,803	88,919	4,302,959	27,108	2	5	18	0.16	0.19	0.22	
Mabel-Canton	228	4.20%	24,014.62	57,918	694	57,224	4,900,452	24,015	1	4	14	0.12	0.15	0.17	
Rushford-Peterson	239	6.91%	39,439.71	147,382	2,061	145,321	7,507,597	39,440	2	4	15	0.13	0.16	0.18	
Houston	297	4.37%	24,947.41	80,899	1,105	79,794	3,288,149	24,947	2	5	22	0.19	0.23	0.27	
Spring Grove	299	9.47%	54,102.78	166,547	1,992	164,555	8,140,213	54,103	2	5	19	0.17	0.20	0.23	
Caledonia	300	11.87%	67,778.64	246,895	3,435	243,460	11,553,359	67,779	2	4	17	0.15	0.18	0.21	
La Crescent-Hokah	533	9.66%	55,167.68	262,117	3,409	258,708	8,459,303	55,168	2	5	19	0.16	0.20	0.23	
Dover-Eyota	811	6.91%	39,441.12	114,268	2,950	111,318	9,681,085	39,441	1	3	12	0.10	0.12	0.14	
Wabasha-Kellogg	857	8.13%	46,425.99	141,616	2,089	139,527	7,918,969	46,426	2	4	17	0.15	0.18	0.21	
Lewiston-Altura	858	10.14%	57,890.53	245,242	1,115	244,127	9,877,059	57,891	2	4	17	0.15	0.18	0.21	
St. Charles	2899	14.53%	82,971.42	339,454	4,688	334,766	15,565,452	82,971	2	4	15	0.13	0.16	0.19	
Plainview-Elgin-Millville		100%	\$571,162.50	\$2,106,262	\$32,235	\$2,074,027									

Note: Pupil unit estimates and lease levy capacity as of the taxes payable 2023 levy certification worksheets.

\*\* Taxes payable 2023 values are preliminary, taxes payable 2024 assume a 5% growth from prior year.

## Exceptional Teams Empowering Exceptional Students

CALEDONIA ♦ CHATFIELD ♦ DOVER-EYOTA ♦ HOUSTON ♦ LACRESCENT-HOKAH ♦ LANESBORO ♦ LEWISTON-ALTURA ♦ MABEL-CANTON  
PLAINVIEW-ELGIN-MILLVILLE ♦ RUSHFORD-PETERSON ♦ ST. CHARLES ♦ SPRING GROVE ♦ WABASHA-KELLOGG  
BLUFFVIEW MONTESSORI CHARTER SCHOOL ♦ RIDGEWAY COMMUNITY CHARTER SCHOOL ♦ ROLLINGSTONE COMMUNITY CHARTER SCHOOL



# Hiawatha Valley Education District

HVED District Office, 1410 Bundy Blvd, Winona, MN 55987

No. 61-6013 P: 507.452.1200 F: 507.452.3422 [www.hved6013.org](http://www.hved6013.org)

Page 4 of 5

---

**Gary Benson, Kraus-Anderson Director of Project Planning & Development, presents key steps in project management (emailed 5.24.2023).**

- **PURCHASE AGREEMENT:** HVED needs to finalize terms and negotiations with the building/property owner. You will need legal help on developing an appropriate Purchase Agreement, so we can all move forward in confidence.

- **DESIGN REQUIREMENTS:** Now that HVED has identified the extent of the Mall space you will purchase, ISG needs to revisit the final space for existing conditions from which they can develop a concept plan that can be budget-priced by KA. (*Walkthrough with ISG is set for next Wednesday, May 31.*)

Besides code compliance issues and identified infrastructure and envelope issues, the architects and engineers need to document and show, space-by-space what improvements and program requirements HVED will need. We know that after committing to the purchase price, that you want to keep costs down, and are hoping to use some of the areas “as is”. But, PLEASE DON’T MINIMIZE THIS STEP JUST TO KEEP COSTS DOWN! If you short areas of critical need, it will become apparent quickly and staff will struggle not only with their support of this campus solution, but also with delivering your special programs to needy students. You need staff buy-in here!

- **PROJECT BUDGETING:** Once KA has adequate concept plans and construction scope information, we can develop a detailed estimate of construction and other project soft costs (fees, permits, testing, furnishings, contingency) to give you a full picture to review and make cost and design decisions on.

- **FINANCING:** Ehlers, your F.A. for the project needs to develop the financing plan that fits the overall project cost needs, including the tax impact by member district, for review by your board, Superintendents and member district boards.

- **CONSTRUCTION PHASE:** This is still to be determined, and KA can provide input on this once we have an identified scope and cost, as well as the date that HVED will own the building.

- **DISPOSAL OF EXISTING:** Maybe you already know what HVED will do with the current District Office building and any other owned properties (like the Kellogg school building), but this will need figuring out. Also, any lease spaces you may be in now might have minimum “notifications” to get out of lease contract obligations.

- **TIMELINE:** An overall timeline, including key milestone dates, needs to be developed collaboratively — with all of our input — but not by tonight! More likely we can develop this in the weeks ahead as we get clarity on a number of above items, and share it with your Superintendents and Board a month from now at your June meetings. Just know that this will be a moving target for a while as info is gathered and assimilated.

**The biggest HEADLINE is: “HVED is Moving Forward with Purchase of Winona Mall for Single-Campus Solution”!**

**Gary D. Benson | Director of Project Planning & Development**

[gary.benson@krausanderson.com](mailto:gary.benson@krausanderson.com) | direct [612.255.2400](tel:612.255.2400) | Cell [612.865.0359](tel:612.865.0359)

**KRAUS-ANDERSON CONSTRUCTION COMPANY**

[501 South Eighth Street, Minneapolis, MN 55404](https://www.krausanderson.com)

Office [612.332.7281](tel:612.332.7281) | [krausanderson.com](http://krausanderson.com)

*Together, strengthening the communities we serve*

---

***Exceptional Teams Empowering Exceptional Students***

CALEDONIA ♦ CHATFIELD ♦ DOVER-EYOTA ♦ HOUSTON ♦ LACRESCENT-HOKAH ♦ LANESBORO ♦ LEWISTON-ALTURA ♦ MABEL-CANTON  
PLAINVIEW-ELGIN-MILLVILLE ♦ RUSHFORD-PETERSON ♦ ST. CHARLES ♦ SPRING GROVE ♦ WABASHA-KELLOGG  
BLUFFVIEW MONTESSORI CHARTER SCHOOL ♦ RIDGEWAY COMMUNITY CHARTER SCHOOL ♦ ROLLINGSTONE COMMUNITY CHARTER SCHOOL



# Hiawatha Valley Education District

HVED District Office, 1410 Bundy Blvd, Winona, MN 55987

No. 61-6013 P: 507.452.1200 F: 507.452.3422 [www.hved6013.org](http://www.hved6013.org)

## Updated 5.24.2023 DRAFT Allocation Per District (without Houston) for \$6M, repayment over 15 and 20 years:

Note: ISD No 294 (Houston) has been removed.

The K12 Finance Bill includes a provision that allows districts that are members of a co-op to levy \$65 per pupil toward a cooperative building. The attached spreadsheet includes allocation numbers you've seen previously, but now incorporates a calculation that references the \$65 per pupil of levy authority.

### Shelby McQuay

Senior Municipal Advisor | Managing Director

O: (651) 697-8548 | M: (763) 300-2331 | [ehlers-inc.com](http://ehlers-inc.com)



Stay connected to what's happening in the markets. View our [Issuer & Investor Updates!](#)

#### Hiawatha Valley Education District

May 23, 2023

Pay 2024 Lease Levy Capacity and Estimated Tax Impact for Lease Purchase Payments

Lease Purchase (COP) Options  
15 Year Term

#### \$6 Million Certificate of Participation

District	ISD No.	Proportionate Share	Annual Lease Payment Allocation	Regular Lease Levy Limit \$212 per pupil	Co-op Lease Levy Limit \$65 per pupil	Current Approved Leases	Available Co-op Authority	Use of Co-Op Lease Levy Authority	Remaining Co-op Authority	Use of Regular Lease Levy Authority	Remaining Regular Lease Levy Authority	Levy Increase	Estimated Annual Tax Impact Beginning in Taxes Payable 2024					
													\$50,000 Home**	\$100,000 Home**	\$300,000 Home**	\$5,000 Homestead Acre**	\$6,000 Homestead Acre**	\$7,000 Homestead Acre**
Chatfield	227	9.08%	\$51,874.43	\$209,202	\$64,142	\$2,894	\$61,248	\$51,874	\$9,374	\$0	\$209,202	\$51,874	\$2	\$4	\$12	\$0.13	\$0.15	\$0.18
Lanesboro	229	4.75%	27,108.16	94,722	29,042	3,803	23,239	23,239	0	3,869	90,852	27,108	2	3	18	0.16	0.19	0.22
Mabel-Canton	228	4.20%	24,014.62	97,918	17,758	694	17,064	17,064	0	6,931	50,967	24,015	1	4	14	0.12	0.15	0.17
Rushford-Peterson	239	6.91%	39,439.71	147,382	45,188	2,061	43,127	39,440	3,687	0	147,382	39,440	2	4	15	0.13	0.16	0.18
Spring Grove	297	4.37%	24,947.41	80,899	24,804	1,105	23,699	23,699	0	1,249	79,651	24,947	2	3	22	0.19	0.23	0.27
Caledonia	299	9.47%	54,102.78	166,547	51,064	1,992	49,072	49,072	0	5,031	165,516	54,103	2	3	19	0.17	0.20	0.23
La Crescent-Hokah	300	11.87%	67,778.64	246,895	75,699	3,435	72,264	67,779	4,485	0	246,895	67,779	2	4	17	0.15	0.18	0.21
Dover-Eyota	333	9.66%	55,167.68	262,117	80,366	3,409	76,957	55,168	21,789	0	262,117	55,168	2	3	19	0.16	0.20	0.23
Wabasha-Kellogg	811	6.91%	39,441.12	114,268	35,035	2,950	32,085	32,085	0	7,356	106,912	39,441	1	3	12	0.10	0.12	0.14
Lewiston-Altura	857	8.13%	46,425.99	141,616	43,420	2,089	41,331	41,331	0	5,095	136,521	46,426	2	4	17	0.15	0.18	0.21
St. Charles	858	10.14%	57,890.53	245,242	75,192	1,115	74,077	57,891	16,187	0	245,242	57,891	2	4	17	0.15	0.18	0.21
Plainview-Elgin-Millville	2899	14.53%	82,971.42	339,454	104,078	4,688	99,390	82,971	16,418	0	339,454	82,971	2	4	15	0.13	0.16	0.19
		100%	\$971,162.50	\$2,106,262	\$645,788	\$32,235	\$613,553	\$541,612		\$29,551	\$2,076,711	\$971,163						

Note: Pupil unit estimates and lease levy capacity as of the taxes payable 2023 levy certification worksheets.

\*\* Taxes payable 2023 values are preliminary, taxes payable 2024 assume a 5% growth from prior year.

Lease Purchase (COP) Options  
20 Year Term

#### \$6 Million Certificate of Participation

District	ISD No.	Proportionate Share	Annual Lease Payment Allocation	Regular Lease Levy Limit \$212 per pupil	Co-op Lease Levy Limit \$65 per pupil	Current Approved Leases	Remaining Co-op Authority	Use of Co-Op Lease Levy Authority	Remaining Co-op Authority	Use of Regular Lease Levy Authority	Remaining Regular Lease Levy Authority	Levy Increase	Estimated Annual Tax Impact Beginning in Taxes Payable 2024					
													\$50,000 Home**	\$100,000 Home**	\$300,000 Home**	\$5,000 Homestead Acre**	\$6,000 Homestead Acre**	\$7,000 Homestead Acre**
Chatfield	227	9.08%	\$43,349.60	\$209,202	\$64,142	\$2,894	\$61,248	\$43,350	\$17,899	\$0	\$209,202	\$43,350	\$1	\$3	\$12	\$0.11	\$0.13	\$0.15
Lanesboro	229	4.75%	22,653.32	94,722	29,042	3,803	23,239	22,653	586	0	94,722	22,653	2	4	15	0.13	0.16	0.18
Mabel-Canton	228	4.20%	20,068.16	97,918	17,758	694	17,064	17,064	0	3,005	54,914	20,068	1	3	12	0.10	0.12	0.14
Rushford-Peterson	239	6.91%	32,958.35	147,382	45,188	2,061	43,127	32,958	10,169	0	147,382	32,958	1	3	13	0.11	0.13	0.15
Spring Grove	297	4.37%	20,847.65	80,899	24,804	1,105	23,699	20,848	2,851	0	80,899	20,848	2	3	18	0.16	0.19	0.22
Caledonia	299	9.47%	45,211.75	166,547	51,064	1,992	49,072	45,212	3,860	0	166,547	45,212	2	4	16	0.14	0.17	0.19
La Crescent-Hokah	300	11.87%	56,640.18	246,895	75,699	3,435	72,264	56,640	15,624	0	246,895	56,640	1	4	14	0.12	0.15	0.17
Dover-Eyota	333	9.66%	46,101.65	262,117	80,366	3,409	76,957	46,102	30,855	0	262,117	46,102	2	4	16	0.14	0.16	0.19
Wabasha-Kellogg	811	6.91%	32,959.53	114,268	35,035	2,950	32,085	32,085	0	874	113,394	32,960	1	2	10	0.09	0.10	0.12
Lewiston-Altura	857	8.13%	38,796.54	141,616	43,420	2,089	41,331	38,797	2,934	0	141,616	38,797	1	4	14	0.12	0.15	0.17
St. Charles	858	10.14%	48,377.03	245,242	75,192	1,115	74,077	48,377	25,700	0	245,242	48,377	1	4	14	0.12	0.15	0.17
Plainview-Elgin-Millville	2899	14.53%	69,336.24	339,454	104,078	4,688	99,390	69,336	30,054	0	339,454	69,336	1	3	13	0.11	0.13	0.16
		100%	\$477,300.00	\$2,106,262	\$645,788	\$32,235	\$613,553	\$473,421		\$3,879	\$2,102,384	\$477,300						

Note: Pupil unit estimates and lease levy capacity as of the taxes payable 2023 levy certification worksheets.

\*\* Taxes payable 2023 values are preliminary, taxes payable 2024 assume a 5% growth from prior year.

## Exceptional Teams Empowering Exceptional Students

CALEDONIA ♦ CHATFIELD ♦ DOVER-EYOTA ♦ HOUSTON ♦ LACRESCENT-HOKAH ♦ LANESBORO ♦ LEWISTON-ALTURA ♦ MABEL-CANTON  
PLAINVIEW-ELGIN-MILLVILLE ♦ RUSHFORD-PETERSON ♦ ST. CHARLES ♦ SPRING GROVE ♦ WABASHA-KELLOGG  
BLUFFVIEW MONTESSORI CHARTER SCHOOL ♦ RIDGEWAY COMMUNITY CHARTER SCHOOL ♦ ROLLINGSTONE COMMUNITY CHARTER SCHOOL

## PURCHASE AGREEMENT

**THIS AGREEMENT** is made as of \_\_\_\_\_, 2023 (the “Effective Date”) between **Winona Mall, LLC**, a Minnesota limited liability company (“Seller”), and the **Hiawatha Valley Education District (“HVED”)**, a Minnesota education district under Minnesota Statutes §§ 123A.15 through 123A.19 (as amended) (“Buyer”).

### RECITALS:

A. Seller is the fee owner of real and commercial property located in Winona County, Minnesota (“Property”), the legal description of which is as follows:

Lot 1, Block 1, WINONA MALL SECOND SUBDIVISION, according to the plat thereof on file in the office of the County Recorder, Winona County, Minnesota. Has caused the same to be surveyed and platted as WINONA MALL THIRD SUBDIVISION.

[Legal description to be verified by title company.]

[PID \_\_\_\_\_]

B. Seller wishes to convey, and Buyer wishes to purchase the Property, as illustrated in the attached **Exhibit A**, together with all rights, privileges, easements, and appurtenances belonging thereto.

### AGREEMENT:

In consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**1. Purchase of Property.** Seller hereby agrees to sell, and Buyer hereby agrees to purchase the Property including all easements and rights of every kind and nature benefiting or appurtenant to the Property, subject to the Permitted Encumbrances as provided herein, from the Seller on the date of Closing.

**2. Purchase Price and Manner of Payment.** The total purchase price (“Purchase Price”) to be paid by Buyer to Seller for the Property shall be \$4,500,000.00, and shall be paid to Seller at Closing, subject to the terms of this Agreement.

**Earnest Money.** Within 14 business days after the Effective Date, Buyer must deposit the sum of \$\_\_\_\_\_ (the “Earnest Money”) with a title company of its choice (“Escrow Agent”). At Closing, Escrow Agent shall disburse to Seller the Earnest

Money and Buyer shall receive a credit against the Purchase Price in an amount equal to the amount of the Earnest Money.

**3. Buyer Contingencies.** The obligations of Buyer under this Agreement are contingent upon each of the following:

- a. Available Surveys, Tests, and Reports.** Within ten (10) days following the Effective Date, Seller shall cause to be delivered to Buyer (a) copies of any surveys, soil tests, environmental reports, and any other studies and/or site analyses previously conducted on the Property and in the possession of Seller, (b) copies of existing title work for the Property and in the possession of Seller, (c) copies of leases still effective on the property, including any and all amendments to these leases, and (d) any other documents creating obligations to Seller with respect to tenants (the “Due Diligence Materials”). Seller makes no representations or warranties regarding the accuracy of the Due Diligence Materials. If Buyer so requests, Seller shall request the preparers of any such surveys, soil tests, environmental reports, and any other studies and/or site analyses to re-issue or re-certify the same for the direct benefit of Buyer, at Buyer’s expense except as otherwise provided in this Agreement, so that Buyer may rely on such site analyses or surveys as if prepared for Buyer in the first instance, but Seller makes no representation as to whether any such reissuance or recertification will be available.
- b. Representation and Warranties.** The representations and warranties of Seller contained in this Agreement must be accurate in all material respects now and on the Closing Date as if made on the Closing Date.
- c. Title.** Title shall have been found marketable, or been made marketable, in accordance with the requirements and terms of Section 7 below.
- d. Performance of Seller’s Obligations.** Seller shall have performed all of the obligations required to be performed by Seller under this Agreement as and when required by this Agreement.
- e. Inspection.** Buyer shall have the right to enter the Property through \_\_\_\_\_, 2023 (the “Due Diligence Period”) and perform such surveys, tests and investigations as Buyer deems advisable, all at Buyer’s sole expense. Buyer shall keep the Property free from mechanic’s liens arising from such work. Buyer shall be responsible for any property damage or personal injury arising from such work. Buyer shall promptly restore the Property to substantially the same condition in which it existed immediately prior to any physical tests conducted by or on behalf of Buyer. Buyer shall determine, in its sole judgment, whether the condition of the

Property is suitable for Buyer's intended use, and may terminate this Agreement without liability through the end of the Due Diligence Period.

**Access Easement.** Buyer shall obtain the right to access the Property through Seller's property **naming direction of access easement, pursuant to the Access Easement set forth in Exhibit B.** If any contingency set forth above has not been satisfied on or before the Closing Date, then this Agreement may be terminated, at Buyer's option, by written notice from Buyer to Seller. Upon such termination, the Earnest Money shall be refunded to Buyer and neither party will have any further rights or obligations regarding this Agreement or the Property. All the contingencies set forth in this Section are for the sole and exclusive benefit of the Buyer and the Buyer shall have the right to waive any contingency by written notice to Seller.

**4. Closing.** The closing of the purchase and sale contemplated by this Agreement ("Closing") shall be held at such place as may be agreed upon by the parties, on or before, , 2023 ("Closing Date"). At the Closing, Buyer shall pay the Purchase Price to Seller and the following closing documents shall be executed and delivered.

- a. Seller shall deliver a warranty deed conveying the Property to Buyer, free and clear of all encumbrances, except the "Permitted Encumbrances" as defined herein.
- b. A title insurance policy, or a suitably marked-up commitment for title insurance initialed by the Title Insurer, in the form required by this Agreement.
- c. An Affidavit by Seller indicating no adverse matters.
- d. A closing statement detailing the financial terms of the closing.
- e. **The Access Easement set forth in Exhibit B.**

d. All other documents necessary to transfer the Property to Buyer free and clear of all encumbrances except the Permitted Encumbrances.

**5. Insurance; Risk of Loss.** Seller assumes all risk of destruction, loss or damage to the Property prior to the Closing Date. If, prior to the Closing Date, all or any portion of the Property or access thereto is condemned, taken by eminent domain, or damaged by cause of any nature, Seller shall immediately give Buyer written notice of such condemnation, taking or damage. After receipt of written notice of such condemnation, taking or damage (from Seller or otherwise), Buyer shall have the option either (a) to require Seller to (i) convey the Property at Closing (as defined in Section 6) to Buyer in

its damaged condition, upon and subject to all of the other terms and conditions of this Agreement without reduction of the Purchase Price, (ii) assign to Buyer at Closing all of Seller's right, title and interest in and to any claims Seller may have to insurance proceeds, condemnation awards and/or any causes of action with respect to such condemnation or taking of or damage to the Property or access thereto, and (iii) pay to Buyer at Closing by certified or official bank check all payments made prior to the Closing Date under such insurance policies or by such condemning authorities, or (b) to terminate this Agreement by giving written notice of such termination to Seller and thereafter neither party shall have any further obligations or liabilities to the other, except for such obligations as survive termination of this Agreement. If the right to terminate this Agreement is not exercised in writing, such right shall be deemed to have been waived. Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without Buyer's prior written consent, which consent shall not be unreasonably withheld.

**6. Costs and Prorations.** Seller and Buyer agree to the following prorations and allocation of costs:

- a. Title Insurance and Closing Fee.** Seller will pay all costs of issuing the title insurance commitment. Buyer will pay all title insurance premiums and surcharges required for the issuance of any title insurance policy. Buyer and Seller will each pay one half of all reasonable and customary closing fees charged by the Title Insurer.
- b. Documentary Taxes.** Seller shall pay the state tax for the deed to be delivered by Seller under this Agreement.
- c. Real Estate Taxes and Levied and Pending Assessments.** General real estate taxes due and payable in 2023 shall be prorated by Seller and Buyer to the Closing Date based upon a calendar fiscal year. Any deferred property taxes or otherwise unpaid taxes, penalties and interest accrued prior to 2023 shall be paid by Seller. Seller shall pay all special assessments levied or pending against the Property as of the date of this Agreement.
- d. Attorney's Fees.** Each party will pay its own attorney's fees, except that a party defaulting under this Agreement or any closing document will pay the reasonable attorney's fees and court costs incurred by the non-defaulting party to enforce its rights regarding such default.

**7. Title.**

- a. **Quality of Title.** Seller shall convey good and marketable fee title to the Property to Buyer, subject to no liens, easements, encumbrances, conditions, reservations or restrictions other than the Permitted Encumbrances.
- b. **Title Evidence.** Seller shall obtain a commitment (“Title Commitment”) for the most current form of ALTA owner’s policy of insurance in the amount of the Purchase Price insuring title to the Property subject only to the Permitted Encumbrances. In the event a Survey, or any recertification thereof, shows any encroachments or any improvements upon, from, or onto the Property, or on or between any building setback line, lot line, or any easement, or other condition unacceptable to Buyer, in Buyer’s sole discretion, said encroachment, easement, or other condition shall be treated in the same manner as Title Defect(s). The Title Commitment and Survey, if any, are collectively referred to as Title Evidence.
- c. **Buyer’s Objections.** Within **ten (10)** days after receiving the last of the Title Evidence, Buyer shall make written objections (“Objections”) to the form and or contents of the Title Evidence; provided, however, that Buyer shall not be obligated to object to any mortgages, mechanics and other monetary liens created during Seller’s period of ownership of the Property (collectively, "Monetary Liens"), which Monetary Liens shall be satisfied or released by Seller at or prior to Closing. Buyer’s failure to make Objections within such time will constitute a waiver of Objections. Any matter shown on such Title Evidence and not objected to by Buyer shall be deemed an additional “Permitted Encumbrance” hereunder. Within **ten (10) days** after receipt of Buyer’s Objections (“Response Deadline”), Seller shall notify Buyer if Seller will undertake to cure each of the Objections prior to Closing. If Seller fails to respond by the Response Deadline or notifies Buyer that Seller is unable or unwilling to satisfy one or more Objections (except for Monetary Liens, which Seller hereby agrees shall be removed at or prior to Closing), then Buyer may either (x) terminate this Agreement by providing Seller with a written termination notice **within ten (10) days** after the Response Deadline, in which event the Earnest Money shall be returned to Buyer and this Agreement will be of no further force and effect except as expressly set forth in this Agreement, or (y) waive the objections and proceed to the Closing on the Closing Date, in which case such matters shall be additional “Permitted Encumbrances.” In the event Buyer does not terminate this Agreement within ten (10) days after the Response Deadline, Buyer will be deemed to have elected option (y) herein. If Seller notifies Buyer prior to the Response Deadline that Seller will undertake to cure an Objection, but fails to cure such objection prior to Closing, then Buyer may either terminate this Agreement by providing

Seller with a written termination notice prior to Closing, in which event the Earnest Money shall be returned to Buyer and this Agreement will be of no further force and effect except as expressly set forth in this Agreement, or waive the objections and proceed to the Closing.

- d. **Title Policy.** Title Insurer shall deliver to Buyer at the closing a title policy issued pursuant to the commitment, or a suitably marked-up commitment initialed by the Title Insurer undertaking to issue such a title policy in the form required by the commitment as approved by Buyer.

**8. Representations and Warranties by Seller.** Seller represents and warrants to Buyer as follows:

- a. **Authority.** Seller has the requisite power and authority to enter into and perform this Agreement.
- b. **Title to Property.** Seller owns the Property and will deliver it free and clear of all encumbrances except the Permitted Encumbrances.
- c. **Rights of Others to Purchase Property.** Seller has not entered into any other contracts for the sale of the Property which remain in effect.
- d. **FIRPTA.** Seller is not a “foreign person,” “foreign partnership,” “foreign trust” or “foreign state” as those terms are defined in § 1445 of the Internal Revenue Code.
- e. **Proceedings.** To Seller’s actual knowledge, without duty to investigate, there is no action, litigation, investigation, condemnation or proceeding of any kind pending or threatened against Seller or the Property.
- f. **Hazardous Materials.** To Seller’s actual knowledge, without duty to investigate, no toxic or hazardous substances (including, with limitation, asbestos, urea foam formaldehyde, the group of organic compounds known as polychlorinated biphenyls, and any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (“CERCLA”), 42 U.S.C. § 9601-9657, as amended) have been generated, treated, stored, released, or disposed of, or otherwise deposited in or located on the Property, including with limitation, the surface or subsurface waters of the Property, nor has any activity been undertaken on the Property which would cause (i) the Property to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of the Resource Conservation and Recovery Act of 1976 (“RCRA”), 42 U.S.C. § 6901, *et. seq.*, or any

similar state law or local ordinance or any other environmental law; (ii) a release or threatened release of hazardous waste from the Property within the meaning of, or otherwise bring the Property within the ambit of CERCLA, or any similar state law or local ordinance, or any other environmental law; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air or any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. § 7401, et.seq., or any similar state law or local ordinance or any other environmental law. To Seller's actual knowledge, without duty to investigate: (i) there are no substances or conditions in or on the Property which may support a claim or cause of action under RCRA, CERCLA, or any other federal, state, or local environmental statutes, regulations, ordinances, or other environmental regulatory requirements, and (ii) no underground deposits which cause hazardous wastes or underground storage tanks are located on the Property.

- g. Wells and Septic Systems.** To Seller's actual knowledge, there are no private sewage systems or wells located on the Property.
- h. Use of Property.** To Seller's actual knowledge, no methamphetamine production has occurred on the Property.

Seller will defend, indemnify and hold harmless Buyer from and against any expenses or damages, including reasonable attorney's fees that Buyer incurs because of the breach of any of the above representations and warranties. Consummation of this Agreement by Buyer with knowledge of any such breach by Seller will constitute a waiver or release by Buyer of any claims due to such breach. Each of the representations and warranties contained herein shall survive the Closing for a period of one (1) year, and any claim arising out of a breach of any representation or warranty in this Agreement or any document referenced in this Agreement not asserted in an action filed and served on or before the first anniversary date of Closing Date shall be barred and deemed waived.

**9. Representations and Warranties by Buyer.** Buyer has the requisite power and authority to enter into and perform this Agreement. This Agreement is subject to formal approval of HVED Joint Powers Board.

**10. Control of Property.** Subject to the provisions of this Agreement, until the Date of Closing, Seller shall have full responsibility and the entire liability for any and all damages or injuries of any kind whatsoever to the Property, to any and all persons, whether employees or otherwise, and to any other property from and connected to the Property, except liability arising from Buyer's surveys, tests, and investigations, or the negligence or willful acts of Buyer, its agents, contractors, or employees, and except as may otherwise be provided by separate agreement between the Parties.

**11. As-Is, Where-Is.** Buyer hereby expressly acknowledges that it has or will have, prior to the end of the Due Diligence Period, thoroughly inspected and examined the Property to the extent deemed necessary by the Buyer in order to enable the Buyer to evaluate the purchase of the property. Buyer represents that it is a knowledgeable buyer of real property such as the Property and that it is relying solely on its own expertise and that of Buyer's consultants, and that Buyer will conduct such inspections and investigations of the Property, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon the same, and, upon closing, shall assume the risk of any adverse matters, including, but not limited to, adverse physical and environmental conditions, that may not have been revealed by Buyer's inspections and investigations. Buyer further acknowledges and agrees that Buyer is acquiring the Property on an as-is, where-is and with all faults basis, without representations, warranties or covenants, express or implied, except as stated herein.

**12. Broker's Commission.** Seller and Buyer represent and warrant to each other that they have dealt with no broker, finder or other person entitled to a commission, finder's fee or similar fee in connection with this transaction.

**13. Assignment.** Neither party may assign its rights under this Agreement without prior written consent of the other party. Any such assignment will not relieve such assigning party of its obligations under this Agreement.

**14. Survival.** All the terms of this Agreement will survive and be enforceable after the Closing.

**15. Notices.** Any notice required or permitted to be given by any party to the other shall be given in writing, and shall be (i) hand delivered to the specified addressee, or (ii) mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid, or (iii) properly deposited with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to Seller:                 John Alexander  
                                      Winona Mall, LLC  
                                      ADDRESS  
                                      Winona, MN

If to Buyer:                 Debbra C. Marcotte  
                                      Hiawatha Valley Education District  
                                      1410 Bundy Boulevard  
                                      Winona, MN 55987

With copy to:               Ratwik, Roszak & Maloney, P.A.

Attention: Christian R. Shafer  
444 Cedar St., Suite 2100  
St. Paul, MN 55101

Notices shall be deemed effective on the earlier of the date of receipt, or in the case of such deposit in the mail or with an overnight courier, on the first business day following such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party.

**16. Entire Agreement.** This written Agreement constitutes the complete agreement between the parties and supersedes any and all other oral or written agreements, negotiations, understandings and representations between the parties regarding the Property.

**17. Amendment; Waiver.** No amendment of this Agreement, and no waiver of any provision of this Agreement, shall be effective unless set forth in a writing expressing the intent to so amend or waive, and the exact nature of such amendment or waiver, and signed by both parties (in the case of amendment) or the waiving party (in the case of waiver). No waiver of a right in any one instance shall operate as a waiver of any other right, nor as a waiver of such right in a later or separate instance.

**18. Governing Law.** This Agreement is made and executed under and in all respects is to be governed and construed under the laws of the State of Minnesota.

**19. Binding Effect.** This Agreement binds and benefits the parties and their respective successors and assigns.

**20. Remedies.**

- a. Default by Buyer.** If Buyer defaults under this Agreement, Seller shall have the right to sue for specific performance of this Agreement or actual damages caused by Buyer's default, or terminate this Agreement by giving a 30-day written notice to Buyer pursuant to Minnesota Statutes § 559.21.
- b. Default by Seller.** If Seller defaults under this Agreement, Buyer may sue for specific performance of this Agreement or actual damages caused by Seller's default, or terminate this Agreement by giving a 30-day written notice to Seller with opportunity to cure such default within such 30-day period.

[Signatures on the next page]

**SELLER: Winona Mall, LLC**

By: \_\_\_\_\_  
Its:

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

By: \_\_\_\_\_  
Its:

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

**BUYER: Hiawatha Valley Education District**

By: \_\_\_\_\_  
Debra C. Marcotte, Executive Director

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

By: \_\_\_\_\_

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

**EXHIBIT A  
TO PURCHASE AGREEMENT**

**Illustration**

**EXHIBIT B  
TO PURCHASE AGREEMENT**

Access Easement – see attached document

# JOINT POWERS AGREEMENT

## EDUCATION FACILITY IN WINONA, MINNESOTA

The JOINT POWERS AGREEMENT (the “Agreement”) is made and entered into this [redacted] day of [redacted], 2023 by, between, and among Caledonia Area Public Schools, Chatfield Public Schools, Dover-Eyota Public Schools, La Crescent-Hokah Public Schools, Lanesboro Public Schools, Lewiston-Altura Public School District, Mabel-Canton Public Schools, Plainview-Elgin-Millville Community Schools, Rushford-Peterson School District, Spring Grove Public Schools, St. Charles Public Schools, Wabasha-Kellogg School District, and the Hiawatha Valley Education District (hereinafter referred to as “HVED”); all being school districts and governmental units of the State of Minnesota. Each of the twelve independent school districts shall hereinafter be referred to as a “Participating Independent District” or the twelve jointly as the “Participating Independent Districts.” The Participating Independent Districts and HVED shall hereinafter be referred to as the “Collaborating Districts.”

### RECITALS

WHEREAS, HVED provides special education and related services, alternative education programs and other education-related programs and services to children who are enrolled in the Participating Independent Districts; and

WHEREAS, the Participating Independent Districts are members of HVED; and

WHEREAS, the parties hereto desire to cooperatively and jointly exercise their powers to establish a framework to finance the acquisition of real property, and the construction, renovation, betterment and equipping of a new education facility in Winona, Minnesota (hereinafter the “Project Building”) which shall be used by HVED to provide special education and related services, alternative education programs and other services to the Participating Independent Districts, pursuant to the terms and conditions described below.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and consideration herein contained, the Collaborating Districts agree as follows:

### ARTICLE I

#### AUTHORITY; PURPOSE; DUTIES.

**Section 1. AUTHORITY.** This Agreement is entered into by the Collaborating Districts pursuant to Minnesota Statutes, section 471.59.

**Section 2. PURPOSE.** The purpose of this Agreement is to provide a framework to finance the acquisition and betterment of the Project Building to be used by HVED to provide educational services to the Participating Independent Districts.

#### **Section 3. DUTIES OF THE COLLABORATING DISTRICTS.**

**Subd. 1. Cooperative District.** HVED shall have the ultimate responsibility for the planning, financing, development, design, construction, equipping, staffing, scheduling, operation, management, control, administration, and promotion of the Project Building.

**Subd. 2. Participating Independent Districts.** The Participating Independent Districts shall take such steps as they may deem appropriate to insure that enough pupils from the Participating Independent Districts or other school districts will be enrolled in the programs in the Project Building to allow for the reasonable operation of those programs.

## ARTICLE II

### GOVERNING BOARD.

**Section 1. CREATION; POWERS.** HVED was created pursuant to a Joint Powers Agreement under Minnesota Statutes, section 471.59, dated September 1, 1998, and most recently Amended and Revised Agreement dated February 22, 2023 (“Joint Powers Agreement” or Agreement”). The current Member Districts of HVED are the Participating Independent Districts in this Agreement. The control and management of HVED is vested in a Joint Powers Board established pursuant to Minnesota Statutes, section 471.59, and the Joint Powers Agreement. The Joint Powers Board has the authority to function as an entity separate and apart from any of the Participating Independent District’s joint interest and intentions hereunder. The Participating Independent Districts individually possess the power of eminent domain and confer upon HVED the power of eminent domain, including the power of eminent domain as it relates to the Project Building. The Joint Powers Board shall have such additional powers as specified in this Agreement.

## ARTICLE III

### FINANCES

**Section 1. BUILDING PURCHASE; LEASING LEVY; TITLE; OPERATING COSTS; CONTINUING CAPITAL COSTS; INSURANCE.**

**Subd. 1. Building Purchase.** It is mutually agreed and understood the HVED will purchase the Project Building with funds contributed by the Collaborating Districts, according to the formula identified in Exhibit A. The Project Building will be held as an asset of HVED.

**Subd. 2. Rights to Subordinate to Lease Agreement.** It is mutually agreed and understood that the acquisition and betterment of the Project Building is contemplated to be completed pursuant to a lease-purchase agreement (the “Lease Agreement”). The Joint Powers Board of HVED is authorized to execute and comply with a Ground Lease and Lease Agreement and with such other documents as may be necessary to accomplish the acquisition and betterment of the Project Building. The rights of the Collaborating

Districts shall be subject to and subordinate to the rights of the lessor or its successor under those financing documents.

**Subd. 3. Leasing Levy.** The leasing levy authorized for the lease of the Project Building pursuant to the Lease Agreement shall be divided among the Participating Independent Districts in the manner provided in the Lease Payment Allocation Formula specified in Exhibit A attached hereto and incorporated herein by reference. Any lease payments to be made pursuant to the Lease Agreement which are not eligible for the leasing levy shall also be apportioned to the Participating Independent Districts pursuant to the Lease Payment Allocation Formula set forth in EXHIBIT A attached hereto. Prior to **August 15** of each year, HVED shall give written notice to each Participating Independent District of the amount of the leasing levy, calculated based on this formula, to be certified by that Participating Independent District under this subdivision in that year and any additional amount apportioned to that Participating Independent District which is not eligible to be paid by the leasing levy. Any amounts treated as Project Building Rent under the Lease Agreement or the related financing documents shall be treated as additional rent, and shall be included as a part of the leasing levy or additional apportionment under this subdivision. This subdivision may be amended by resolutions adopted by the school boards of the Collaborating Districts if the amendment does not violate the provisions of any of the documents executed to provide the financing for the Project Building. Unless this Agreement is amended to the contrary, at the expiration of the Lease Agreement and after the repayment of the financing, the title to the real and personal property financed shall vest in HVED.

**Subd. 4. Operating Costs; Continuing Capital Costs.**

- (a) The Participating Independent Districts shall be apportioned operating costs for the Project Building pursuant to the Current Cost Allocation Formula set forth in EXHIBIT A attached hereto and incorporated herein by reference.
- (b) The Participating Independent Districts shall be apportioned continuing capital costs for the Project Building pursuant to the Current Cost Allocation Formula set forth in EXHIBIT A attached hereto.

**Section 2. INSURANCE.**

**Subd. 1. Property Insurance.** HVED will maintain, at its expense, property insurance on the Project Building and its personal property and such other casualty or other insurance (which will be an operating cost under Article III, Section 1, subd. 4 of this Agreement) as may be required under the Lease Agreement and the documents related thereto.

**Subd. 2. Liability Insurance.** HVED shall maintain liability insurance in an amount of not less than the statutory maximum liabilities for school districts, and such other liability or other insurance as may be required under the Lease Agreement and the documents related thereto.

**Section 3. LIABILITY.** No Participating Independent District shall be liable for the acts or omissions of HVED or any other Participating Independent District, unless any Participating Independent District has agreed in writing to be responsible for the acts or omissions of another Participating Independent District and HVED shall not be liable for the acts or omissions of a Participating Independent District.

HVED shall be considered a separate and distinct public entity to which the Participating Independent Districts have transferred all responsibility and control for actions taken pursuant to this Agreement. To the full extent permitted by law, actions by the parties/Participating Independent Districts pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Participating Independent Districts and HVED that they shall be deemed a “single governmental unit” for the purposes of liability, all as set forth in Minnesota Statutes § 471.59, subdivision 1a(a); provided further that for purposes of that statute, each Participating Independent District party to this Agreement expressly declines responsibility for the acts or omissions of the other party/Participating Independent District. Any limit(s) of liability applicable to the Participating Independent Districts may not be added together or stacked for any purpose. The total aggregate liability of one or more of the Participating Independent Districts, the Cooperative Board, or their respective officers or employees arising out of the activities of the Cooperative Board shall not exceed the limits for a single Participating Independent District as set forth in Minn. Stat. § 466.04(1)n. The provisions of this section shall not be construed to create, as between Participating Independent Districts or between Participating Independent Districts and the Cooperative Board, any right of indemnification.

Except as provided in Article V, Section 4, hereof, no Participating Independent District shall be liable for the acts or omissions of another Participating Independent District. The liability and the monetary limits of liability of HVED, the Participating Independent Districts, their officers, employees, representatives, and agents shall be governed by the Municipal Tort Claims Act (Minnesota Statutes Chapter 466) and other applicable law.

#### **ARTICLE IV**

##### **FACILITIES EQUIPMENT AND SUPPLIES; CONTRACTS AND BIDDING; PURCHASES.**

**Section 1. CONTRACTS; BIDDING.** Contracts for the acquisition and betterment of the Project Building, and leases, purchases, rentals and sales of equipment and supplies for the Project Building shall be made by HVED in accordance with state law.

#### **ARTICLE V**

##### **NOTICES; WITHDRAWAL; DISSOLUTION; TERMINATION; BREACH; AMENDMENTS.**

**Section 1. NOTICES.** All notices required or permitted to be given by a Collaborating District shall be given by the clerk of its school board. The notice shall be in writing and shall be sent by first class mail to the board of HVED at its administrative offices. A notice shall be timely if postmarked on the day it is due. In the case of a notice requiring school board action, a certified copy of the resolution, motion or minutes of the school board specifying the school board action shall be sent with the notice.

**Section 2. WITHDRAWAL OF PARTICIPATING INDEPENDENT DISTRICTS.**

**Subd. 1. Procedure.** A Participating Independent District may only withdraw from this Agreement if it also withdraws as a Member District of HVED in the manner provided in the Joint Powers Agreement. Subject to the terms of Article VII, Section 2, subdivision 2, below, a Participating Independent District may withdraw from this Agreement at the end of any fiscal year by resolution adopted by a majority vote of the full membership of its school board and by formal written notice to the school board of each other Participating Independent District and to the Executive Director of HVED no less than one (1) year prior to the effective date of withdrawal and no later than **June 30** of the prior fiscal year. The notice shall include a certified copy of the adopted withdrawal resolution. A withdrawal from this Agreement shall only be permitted as specified in this section. A Participating Independent District that is dissolved and attached to another school district or that is consolidated with another school district must withdraw according to the procedures outlined herein unless the Participating Independent District's interest and obligations under this Agreement and the Joint Powers Agreement are transferred to the school district to which the Participating Independent District is attached or consolidated.

**Subd. 2. Withdrawal During Lease Term.** A Participating Independent District that withdraws from HVED and this Agreement prior to **June 30** of the year in which full payment of the Lease Agreement obligation, or an obligation refunding the Lease Agreement obligation, is due to be made, the Participating Independent District shall pay the remaining portion of its share of the unpaid lease obligation within five (5) years of the date of withdrawal. In the event that withdrawal occurs within the last five years of the Lease Agreement obligation, the remaining portion of the Participating Independent District's share of the unpaid lease obligation shall be paid by the end of the Lease Agreement obligation. The payments shall be made in semi-annual payments. The unpaid portion will be calculated by taking an average of the last five (5) years of the Participating Independent District's percent of payment for the Project Building as calculated using EXHIBIT A: Lease Payment Calculation.

**Subd. 3. Distribution to Withdrawing Participating Independent District.** There shall be no distribution of assets related to the existing Project Building or any other assets financed pursuant to the Lease Agreement upon a withdrawal by a Participating Independent District and that withdrawing Participating Independent District shall forfeit all interest in the Project Building or other assets financed pursuant to the Lease Agreement. Unless otherwise

agreed in writing by all the Collaborating Districts, the provisions of this subdivision shall survive the expiration or termination of this Agreement.

### **Section 3. DISSOLUTION OF HVED.**

**Subd. 1. Distribution of Project Building and Related Assets.** The Collaborating Districts recognize that the Project Building will be paid for by the Participating Independent Districts through levies and other fund sources. (a) If HVED were to dissolve before the lease was paid off and its assets and liabilities were to be divided among its then Participating Independent Districts, it is the intent of this paragraph that the Project Building would be divided between the then Participating Independent Districts based on the ratio of the amounts paid by each then Participating Independent District to finance the acquisition and betterment of the Project Building to the total amounts paid by all the then Participating Independent Districts during the term of the Lease Agreement to that date for this purpose. Each Participating Independent District would remain liable for its portion of the remaining lease costs as provided in the Lease Payment allocation formula in EXHIBIT A attached hereto. (b) If the title to the Project Building has vested in HVED and HVED were thereafter to dissolve, the Project Building or the proceeds of its sale, if applicable, would be divided between HVED's then member districts based on the terms of the then current "Joint Powers Agreement."

**Subd. 2. Survival of Provisions.** Unless otherwise agreed in writing by all the Collaborating Districts, the provisions of this section shall survive the withdrawal of any Participating Independent District from or the expiration or termination of this Agreement.

**Section 4. BREACH OF AGREEMENT.** Any Collaborating District breaching this Agreement and given written notice of the breach and the nature thereof shall have thirty (30) days in which to cure the breach. The breaching Collaborating District shall be liable for any expenses incurred by any other Collaborating District to enforce the provisions of this Agreement and any damages incurred by other Collaborating Districts as a result of the breach. In the event a breach of this Agreement involves the failure by a Participating Independent District to pay any or all of its apportioned share of any payment under the Lease Agreement, representatives of each Collaborating District shall meet as soon as practicable following said breach and determine how to address any resulting shortfall in the ability to make payments under the Lease Agreement. The unpaid apportioned share of the breaching Participating Independent District shall be apportioned among the non-breaching Participating Independent Districts in the manner set forth in Article III, Section 1, hereof. The payment of the breaching Participating Independent District's apportioned share by the non-breaching Participating Independent Districts shall not relieve the breaching Participating Independent District from liability for payment of the unpaid share or from any damages incurred by a Participating Independent District as a result of the breach.

**Section 5. TERMINATION.** After the repayment in full of any obligations issued to finance, or to refund the financing of, the acquisition and betterment of the Project Building, this Agreement may be terminated if the school board of all Collaborating Districts adopt written

resolutions approving such termination. Upon termination, all funds and property remaining after payment of all outstanding debts and obligations, including the Project Building site, the Project Building, and equipment of any nature, shall become the property of HVED. To the extent permitted by law, the termination shall not affect the continuing liability of present or former Collaborating Districts for indebtedness incurred prior to the termination, or for other continuing obligations, including unemployment compensation or its proportionate share of continuing lease costs.

**Section 6. AMENDMENTS TO THIS AGREEMENT.** Amendments to this Agreement may be proposed by the school board of any Participating Independent District or by the Joint Powers Board of HVED. Notice of proposed amendments shall be sent to all Collaborating Districts. Adoption of an amendment to this Agreement must be approved by resolution by the school board of each Collaborating District before it shall become effective. An amendment shall require the signatures of the proper officers of the Collaborating Districts and shall be an addendum to this Agreement.

## ARTICLE VI

### DURATION; INTERPRETATION; SAVINGS CLAUSE.

**Section 1. DURATION.** This Agreement shall be perpetual in duration unless terminated pursuant to the provisions hereto, any amendments hereto, or any state law terminating the Agreement.

**Section 2. CAPTIONS.** The captions of the provision of this Agreement are for convenience only and shall not be considered or referred to concerning questions of interpretation or construction.

**Section 3. SAVINGS CLAUSE.** Should any provision or article of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision or article be found unlawful, representatives of the school boards of the Collaborating Districts shall meet for the purpose of arriving at an agreement on a lawful provision to replace the unlawful provision or article. The newly agreed upon provision or amendment must be approved by the school boards of the Collaborating Districts by resolutions adopted in the manner specified in Article V, Section 6 hereof for the adoption of amendments.

**Section 4. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute the same and whole instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

**HIAWATHA VALLEY EDUCATION  
DISTRICT**

Approved at the regular meeting  
of the Governing Board thereof held  
on the \_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Its: Board Chair

By: \_\_\_\_\_  
Its: Board Clerk

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

**CALEDONIA AREA PUBLIC SCHOOLS**

Approved at the regular meeting  
of the School Board thereof held  
on the \_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Board Clerk

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

**CHATFIELD PUBLIC SCHOOLS**

Approved at the regular meeting  
of the School Board thereof held  
on the \_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Board Clerk

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

**DOVER-EYOTA PUBLIC SCHOOLS**

Approved at the regular meeting  
of the School Board thereof held  
on the \_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Board Clerk

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

**LA CRESCENT-HOKAH PUBLIC SCHOOLS**

Approved at the regular meeting  
of the School Board thereof held  
on the \_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Board Clerk

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

**LANESBORO PUBLIC SCHOOLS**

Approved at the regular meeting  
of the School Board thereof held  
on the \_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Board Clerk

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

**LEWISTON-ALTURA PUBLIC SCHOOL DISTRICT**

Approved at the regular meeting of the School Board thereof held on the \_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Board Clerk

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

**MABEL-CANTON PUBLIC SCHOOLS**

Approved at the regular meeting  
of the School Board thereof held  
on the \_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Board Clerk

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

**PLAINVIEW-ELGIN-MILLVILLE  
COMMUNITY SCHOOLS**

Approved at the regular meeting  
of the School Board thereof held  
on the \_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Board Clerk

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

**RUSHFORD-PETERSON SCHOOL DISTRICT**

Approved at the regular meeting  
of the School Board thereof held  
on the \_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Board Clerk

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

**SPRING GROVE PUBLIC SCHOOLS**

Approved at the regular meeting  
of the School Board thereof held  
on the \_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Board Clerk

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

**ST. CHARLES PUBLIC SCHOOLS**

Approved at the regular meeting  
of the School Board thereof held  
on the \_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Board Clerk

IN WITNESS WHEREOF, the officers indicated below of the Collaborating Districts have signed this Agreement by authority of their respective school boards.

**WABASHA-KELLOGG SCHOOL DISTRICT**

Approved at the regular meeting  
of the School Board thereof held  
on the \_\_\_ day of \_\_\_\_\_, 2023.

By: \_\_\_\_\_  
Its: Chair

By: \_\_\_\_\_  
Its: Board Clerk

## **EXHIBIT A**

### **FINANCE ALLOCATION FORMULA**

#### **Debt Service Cost Allocation Formula**

The current formula for allocation of HVED's debt service costs for the Project Building among the Participating Independent Districts is as follows:

1. The first twenty (20) percent of debt service costs is divided equally among the Participating Independent Districts.
2. The remaining eighty (80) percent of debt service costs is allocated among the Participating Independent Districts based on the average of each Participating Independent District's percentage of the total pupil units and unduplicated child count of all Participating Independent Districts.
3. The total allocation of each Participating Independent District's share of HVED's debt service costs for the Project Building, as described in Paragraphs 1 and 2, shall be described as the following mathematical formula:  $(.2 \times \text{Total Debt Service Costs} / 12) + (.8 \times \text{Total Debt Service Costs} \times (\text{Pupil Units}\% + \text{Unduplicated Child County}\%) / 2)$ . In the event that the number of Participating Independent Districts changes, the "12" in this equation will be changed to reflect the then current number of Participating Independent Districts.
4. By way of example, and assuming that there are twelve Participating Independent Districts, if a Participating Independent District has twelve (12) percent of the Participating Independent Districts' total pupil units and ten (10) percent of the Participating Independent Districts' total unduplicated child count, the Participating Independent District will be responsible for one twelfth (1/12) of the first twenty (20) percent of debt service costs and the Participating Independent District's allocation of the remaining eighty (80) percent of the debt service costs will be eleven (11) percent.

#### **Lease Payment Allocation Formula**

The formula for allocation of lease payments under the Lease Agreement among the Participating Independent Districts is as follows:

1. The first twenty (20) percent of lease payments is evenly divided among the Participating Independent Districts.
2. The remaining eighty (80) percent of the lease payment is allocated among the Participating Independent Districts based on the average of each Participating

Independent District's percentage of the total pupil units and unduplicated child count of all Participating Independent Districts.

3. The total allocation of each Participating Independent District's share of HVED's lease payments for the Project Building, as described in Paragraphs 1 and 2, shall be described as the following mathematical formula:  $(.2 \times \text{Total Lease Payment Costs} / 12) + (.8 \times \text{Total Lease Payment Costs} \times (\text{Pupil Units}\% + \text{Unduplicated Child County}\%) / 2)$ . In the event that the number of Participating Independent Districts changes, the "12" in this equation will be changed to reflect the then current number of Participating Independent Districts.
4. By way of example, and assuming that there are twelve Participating Independent Districts, if a Participating Independent District has twelve (12) percent of the Participating Independent Districts' total pupil units and ten (10) percent of the Participating Independent Districts' total unduplicated child count, the Participating Independent District will be responsible for one twelfth (1/12) of the first twenty (20) percent of lease payment costs and the Participating Independent District's allocation of the remaining eighty (80) percent of the lease payment costs will be eleven (11) percent.

The percentages determined above for each Participating Independent District shall be multiplied times the next annual lease payment required under the Lease Agreement. This amount shall be the amount allocated to that Participating Independent District as its share of the lease payment for that year.



**Independent School Dist. No. 857**  
**100 County Road 25**  
**Lewiston, MN 55952**  
**(507) 523-2191**

*Gwen Carman, Superintendent*  
*Dave Riebel, Elementary and Intermediate Principal*  
*Cory Hanson, High School Principal*

**Goal 1: The District will strive to provide the best possible educational programs.**

- Congratulations to the class of 2023. Thank you for all the memories. Best of luck in the future.
- Congratulations to the following Cardinals of the Week
  - Kyli Ketchum
  - Mariah Wirt
  - Jana Blair
- Congratulations to the senior high school band and choirs on their concert performances to end the school year. Thanks to Mr. Wilmes and Mr. Hamilton for their support throughout the year.
- Congratulations to Garrett Bonow on making it to the State Track and Field meet in shotput.
- Congratulations to all of our spring sports activity participants. Thanks for a great spring. Thank you to all the spring activity coaches for your time and effort to make such great seasons.
- We will be notifying families shortly of updates to our concurrent enrollment offerings including additions in music, math, and ag.

**Goal 2: The District will strive to hire, develop, and maintain the best possible staff.**

- Welcome Sam Barnes as our new Girl's Basketball coach and paraprofessional.
- Thank you to Linda Pierce for her 32 years as high school paraprofessional. Linda has helped hundreds of our students reach graduation.
- Thank you to all staff members not returning for the 2023-24 school year.
- Thank you to all staff for a great 2022-23 school year. There are many things to be proud of and your effort did not go unnoticed.

**Goal 3: The District will strive to maintain a positive emotional and safe climate for learners and staff.**

- Thank you to student council for a great homecoming week. The color run was a fantastic way to end.
- Thank you to Kalmes Implement for donating shirts for our tractor drivers.
- Congratulations to all of our seniors receiving awards and scholarships. Thank you to all the organizations that supported our students in the form of scholarships.

**Goal 4: The District will strive to maintain and improve the district infrastructure.**

- Thank you to our custodians for all their work with prepping our building for graduation.

**Upcoming Events**

- June 20 -30 Summer School for Math and Social Studies
- July 10-21 Summer School for English and Science?
- July 10-14 and July 24-28 Summer Credit Recovery
- September 5 (All Day orientation for grades 6/7 and new students; computer checkout for 8-12 students)
- September 6 First Day of School for All Students



**Independent School Dist. No. 857**  
**100 County Road 25**  
**Lewiston, MN 55952**  
**(507) 523-2191**

*Gwen Carman, Superintendent*  
*Cory Hanson, High School Principal • Dave Riebel, Elementary/Intermediate Principal*

*Lewiston - Altura Schools: Building A Caring, Adaptable, Respectful, Determined, Successful Community*

**Superintendent’s Report to the School Board**  
*Respectfully Submitted by Gwen Carman*  
*June 12, 2023*

**Meeting Agenda Item Notes**

**Strategic Plan with Action Steps** Please see the attachment. We will also discuss using this information for a brochure about our district. Is there Board interest in distributing these at the Heartland Days parade and/or Farmer’s Markets?

**Closing for the Sale of Altura School and Property** Will update you on the status of the building transfer, auction, etc. Thank you to Principal Riebel, and Chair Maki for the great ‘ceremony’ with Altura Mayor John Mask at the Intermediate School Graduation. There is a Veteran’s Memorial Dedication Ceremony June 24<sup>th</sup> in Altura at 10:00am.

**Facilities Management Agreement with Dashir Management Services, Inc.** With the retirement of Joe Banicki, I am recommending that we transition to contracting for our Facilities (and Grounds) Management Services. This option will provide consistency in staffing, and a network of support professionals that manage other K-12 facilities, bulk purchasing of supplies and more. Mike Nelson, CEO of Dashir Management Services, Inc. will be present at the meeting to answer any questions. Mr. Banicki’s last day in the district will be June 22, 2023 so we have a short timeline for the transition and many summer projects and annual tasks to address.

**November 7, 2023 Referendum Questions** Draft wording is in attachment. We have virtually no options for an Operating Levy. There is some flexibility in the Building Bond questions. You can officially approve these in July. Reps from InGensa and Ehlers will be at the meeting. The submittal to Review and Comment is needed to meet deadlines. This does not absolutely commit us to a Referendum. The July final vote on the ballot would be a commitment.

**2023-2024 Budget**

<u>Fund Number</u>	<u>Title</u>	<u>Revenues</u>	<u>Expenditures</u>
01	General Fund	\$8,816,984	\$ 8,820,618
02	Food Service	\$ 707,450	\$ 624,024
04	Community Education	\$ 430,009	\$ 451,157
06	Construction	\$ 0	\$ 0
07	Debt	\$ 495,690	\$ 486,325
30	Student Activities	\$ 21,800	\$ 21,800
<b>TOTAL</b>		<b>\$10,471,933</b>	<b>\$10,402,924</b>

You must approve a budget by June 30<sup>th</sup>. These numbers reflect much of the spring legislative changes, declining enrollment, one bus purchase (\$130,000), expanded early childhood programming and more.

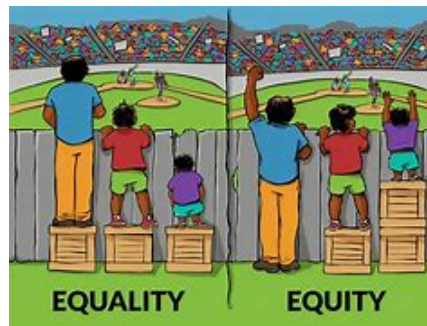
**HVED Purchase of Winona Mall/Amended Joint Powers Agreement** See the attachments. We will discuss.

### **OTHER ITEMS**

**Dutchman's Crossing Drive** I have not been able to do any follow research on this situation.

**Policy Revisions Coming from MSBA** We can expect 20+ MSBA recommended policy changes in the next couple months. It is important to know we must follow any law changes July 1<sup>st</sup>, even if our policies have not yet been modified to reflect new legislation. MSBA has advised that some of the modifications will be minor, and others will be more extensive.

**Business Office Staffing** We have posted for a Assistant Finance position. Vickie has been extremely helpful and will continue to be, but the time she can provide will simply not be adequate. We have received some applications and hope to do some interviews in the upcoming weeks.



A reminder of the importance of considering equity in the work we do:  
Every student deserves our best and what s/he needs to achieve.