

Regular School Board Meeting of ISD 857

Monday, May 8, 2023 6:00 PM

REMOTE MEETING 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 May 8, 2023 Meeting Agenda

V. L-A High School Student Report

VI. Discussion with Mark Daley, representing Utica Township, regarding need for repairs to Dutchman's Crossing Drive.

VII. 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.

VIII. Consent Agenda

- A. Board Meeting Minutes:
- B. Financial Reports a. Board Bills
- b. Student Activity Report
- c. Bank Reconciliation April 2023
- d. Miscellaneous Payments
- e. Wire Payments
- f. Statement of Expenditures

IX.

X.

Thank you to Matt Essig, Lewiston Ambulance Director, and the City of Lewiston for providing CPR training for staff at a reduced rate of \$25.00/person. Mr. Essig also provided helpful guidance and insight in regards to placement of our new AED to be installed near

the outdoor fields.

Accept Donations for Rockstar Games:

Lewiston Volunteer Fire Association
\$100.00

Lewiston Ambulance Association
\$ 50.00

Accept Donations for New Wrestling Mat

Booster Club: \$6000
Junior Wrestling: \$5700

Accept Donation for new Volleyball Standards:

Booster Club: \$7000
J.O. Volleyball: \$5000

Accept Donation of a new flag from the American Legion for the main high school flag pole.

Personnel

Accept the resignation of Linda Pierce, paraprofessional after 32 years with the L-A School District effective June 8, 2023.

Accept the resignation of Sue Kieffer, bus driver after 30 years with the L-A School District effective June 8, 2023.

Accept the resignation of Dale Marxhausen, bus driver, after 20 years with the L-A District effective June 8, 2023.

Accept the resignation of Nicole Gillow, paraprofessional, effective May 5, 2023.

Accept the resignation of Mandy Rupprecht, teacher, effective June 9, 2023.

Accept the resignation of Patrick Reuter, teacher, effective June 9, 2023.

Accept the resignation of Finance Assistant Kara Prosen effective May 12, 2023.

Approve hire of teachers for 2023-2024 school year in accordance with EdMN/Master Agreement:

-Zachary Vix, 1.0 FTE Special Education/Social Studies Teacher at BA/Step 4

-Schad Priem, 1.0 FTE Tier I Industrial Technology Teacher, BA/Step 16.

-Amanda Flesch, part-time ECFE Parent Educator, BA40/Step 7

-Theresa Starks, 1.0 FTE Special Education Teacher, BA/Step 1

XI. Modification of 2022-2023 High School Student Handbook, Page 4: Class Schedule Changes.

XII. Resolution to approve a Purchase Agreement to Sell to the City of Altura the Property (building and grounds) located at 325 1st Avenue, Altura, Minnesota for a purchase price

of \$67,500.

XIII. Contract with Grafe Auction for Disposal of Surplus Materials and Equipment

XIV. Policies and Forms on 1st Reading

- a. **515 Protection and Privacy of Pupil Records/515 Form/Public Notice (MSBA Update)**
- b. **708 Transportation of Nonpublic School Students (MSBA Update)**
- c. **906 Community Notification of Predatory Offenders (New to Our District Policy)**
- d. **907 Rewards (New to our District Policy)**
- e. **208 Development, Adoption and Implementation of Policies (MSBA Update)**
- f. **210 Conflict of Interest – School Board (MSBA Update)**
- g. **211 Criminal or Civil Action Against School District, School Board Member, Employee or Student (MSBA Update)**
- h. **701 Establishment and Adoption of School District Budget**
- i. **701.1 Modification of School District Budget**
- j. **702 Accounting**
- k. **703 Annual Audit**

XV. PK-6 Principal's Report

XVI. L-A High School Principal's Report

XVII. Superintendent's Report

XVIII. Board Committee Reports

XIX. Upcoming Meeting Schedule

Community Education Advisory Meeting, May 15th, 4:00pm

Special Meeting, May 15th, 6:00pm HS Library re Community Survey Results

June 8th, 1:00pm Intermediate School

Graduation/School Closing Ceremony

June 9th, 7:30am, End of Year Staff Breakfast and Program, HS Cafeteria

June 9th, 7:00pm HS Commencement

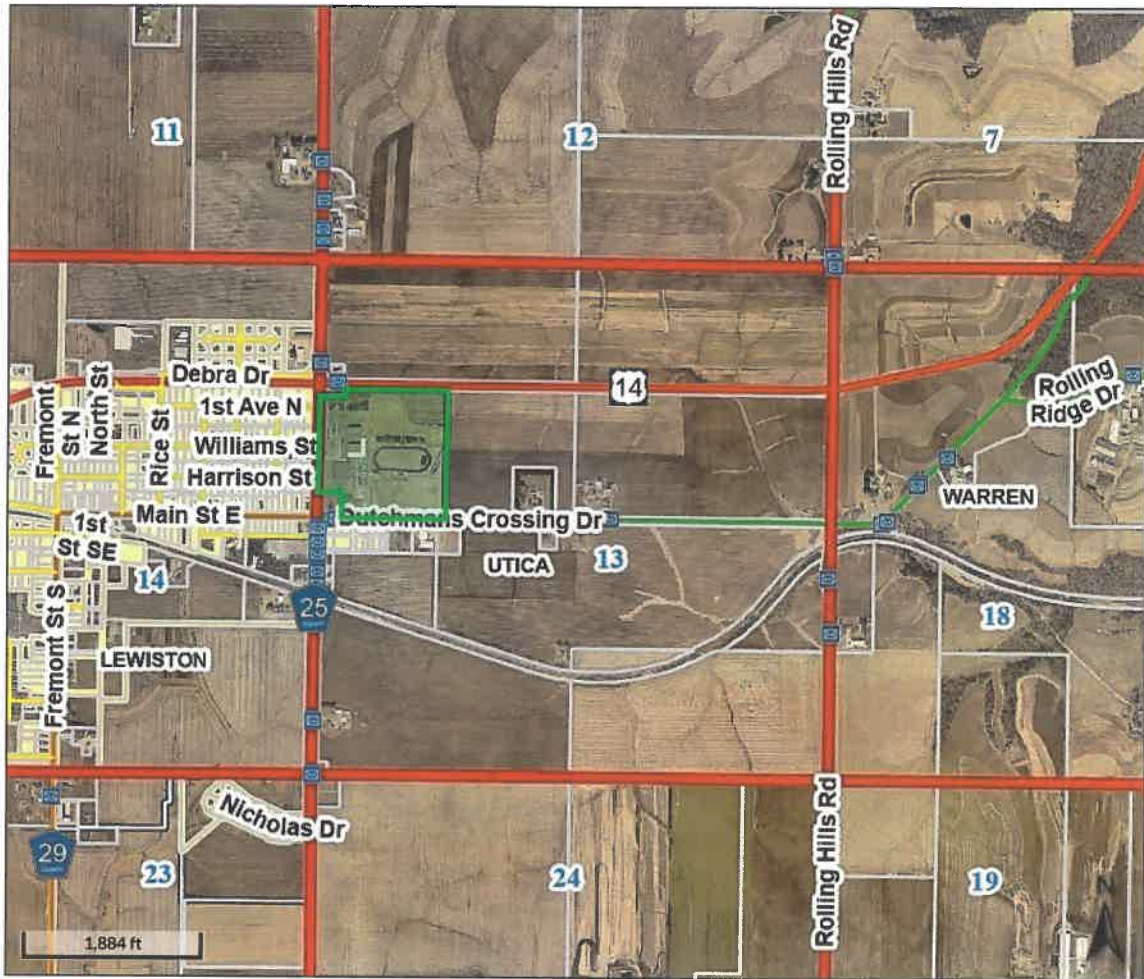
Regular Board Meeting, June 12, 6:00pm HS Library

Special Meeting (tentative) June 26th, 6:00pm

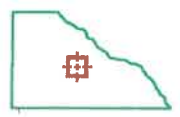
HS Library - Approve 2023-2024

Budget



XX. **Adjourn**



Overview



Legend

-  County Assigned Roads
-  Interstate
-  US/State Highway
-  City Streets
-  County Road
-  Township Road
-  Private Drive
-  Other
-  Sections
-  Lots
-  Municipalities
-  Winona Boundary
-  Parcel

Parcel ID	251000110	Alternate ID	n/a	Owner Address	INDEPENDENT SCHOOL DIST #857
Sec/Twp/Rng	13-106-009	Class	901 - K-12 SCH-PUBLIC		100 COUNTY RD 25
Property Address	LEWISTON	Acreage	38.14		LEWISTON, MN 55952
District	LEWISTON CITY				
Brief Tax Description	Sect-13 Twp-106 Range-009 LEWISTON VILLAGE 38.14 AC 38.14 AC IN SW 1/4 NW 1/4 (HIGH SCHOOL)				
	(Note: Not to be used on legal documents)				

Note: This map is created from data contained in Winona County GIS and is for reference purposes only. While significant effort has been invested to depict boundary extents as accurately as possible per existing records, this map should not be considered a replacement for professional land survey.

Date created: 4/17/2023
 Last Data Uploaded: 4/17/2023 2:13:07 AM

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 GEOSPATIAL

MINUTES OF THE LEWISTON-ALTURA REGULAR SCHOOL BOARD MEETING
ISD #857
April 10, 2023

A regular meeting of the School Board of Independent School District #857 was held on April 10, 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 Sommer and second by Koverman to approve the April 10th meeting agenda. MCU.

A L-A High School student report was presented by Owen Sommer.

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

Motion by Koverman and second by Sommer to approve a 2024 Band and Music student trip to Walt Disney World March 18-24, 2024 as presented by Matthew Wilmes and Brian Hamilton. MCU.

Motion by Baer and second by Pringle to approve an Amended FY23 Budget with total revenue of \$10,490,382.84 and total expenditures of \$10,498,305.16. MCU.

Motion by Baer and second by Pringle to approve the 2023-2028 Strategic Plan with a Vision statement of “Growing A Respectful Community of Learners” and a Mission Statement of: “The mission of the Lewiston – Altura Public Schools is to educate a Caring, Adaptable, Respectful, Determined, Successful community of learners.” MCU.

Motion by Baer and seconded by Pringle to approve the Community Survey for District Planning as presented with identified changes and edits. 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 8:44pm. MCU.

Dave Pringle, Clerk

Lewiston-Altura Public Schools
MAY 2023 BOARD BILLS

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date	
1	2671	R1	N	CDW-Government	V311BD	104549	inv JB24409	240.54	0.00	240.54	05/02/2023	05/02/2023	05/02/2023
1	2671	R1	N	CDW-Government	V311BD	104502	HT74580A	480.00	0.00	480.00	04/04/2023	04/04/2023	04/04/2023
							Check Amount:			\$720.54			
1	1114		N	Century Link	V311BD	104503	42123	322.98	0.00	322.98	04/21/2023	04/21/2023	04/21/2023
							Check Amount:			\$322.98			
1	5900	R1	N	Dollar General - Regions 410526	V311BD	104504	1001242005	22.75	0.00	22.75	04/18/2023	04/18/2023	04/18/2023
							Check Amount:			\$22.75			
1	6376		Y	Ed Midwest LLC	V311BD	104505	1768	5,350.00	0.00	5,350.00	04/28/2023	04/28/2023	04/28/2023
							Check Amount:			\$5,350.00			
1	6496		N	EDUCATORS BENEFIT CONSULTAN	V311BD	104506	27902	131.23	0.00	131.23	05/01/2023	05/01/2023	05/01/2023
							Check Amount:			\$131.23			
1	3012		Y	Equiparts Corp	V311BD	104507	269407.1	230.73	0.00	230.73	04/11/2023	04/11/2023	04/11/2023
							Check Amount:			\$230.73			
1	7073		Y	Ferndale Golf Course	V311BD	104547	5/2/2023 golf meet	120.00	0.00	120.00	05/02/2023	05/02/2023	05/02/2023
							Check Amount:			\$120.00			
1	07141		Y	HIGH PLAINS COOPERATIVE	V311BD	104508	15266	4,535.60	0.00	4,535.60	03/29/2023	03/29/2023	03/29/2023
							Check Amount:			\$4,535.60			
1	3157		Y	Hobart Service: ITW Food Equipment	V311BD	104509	35678514	554.01	0.00	554.01	04/06/2023	04/06/2023	04/06/2023
							Check Amount:			\$554.01			
1	6158		Y	Innovative Therapy Solutions, LLC	V311BD	104510	980	325.55	0.00	325.55	04/29/2023	04/29/2023	04/29/2023
							Check Amount:			\$325.55			
1	4845		Y	KELLY, KRISTIN	V311BD	104548	04-2023	2,105.00	0.00	2,105.00	05/02/2023	05/02/2023	05/02/2023
							Check Amount:			\$2,105.00			
1	7066		N	Kolb, Matt	V311BD	104511	1381	375.00	0.00	375.00	04/12/2023	04/12/2023	04/12/2023
							Check Amount:			\$375.00			
1	7071		Y	Larson, Jameson	V311BD	104516	LEGO CLUB	100.00	0.00	100.00	04/01/2023	04/01/2023	04/01/2023
							Check Amount:			\$100.00			
1	1842		N	LEWISTON AMBULANCE	V311BD	104520	23-0716	1,020.00	0.00	1,020.00	04/20/2023	04/20/2023	04/20/2023
1	1842		N	LEWISTON AMBULANCE	V311BD	104518	23-0715	450.00	0.00	450.00	04/20/2023	04/20/2023	04/20/2023
							Check Amount:			\$1,470.00			

**Lewiston-Altura Public Schools
MAY 2023 BOARD BILLS**

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	3038	Y	Lewiston Hardware, LLC	V311BD	104523	APRIL2023	350.61	0.00	350.61	04/30/2023	04/30/2023	04/30/2023
							Check Amount:		\$350.61			
1	5865	R1	N Loffler Companies -- 131511	V311BD	104524	4339983	132.81	0.00	132.81	04/27/2023	04/27/2023	04/27/2023
1	5865	R1	N Loffler Companies -- 131511	V311BD	104525	4336603	9.91	0.00	9.91	04/24/2023	04/24/2023	04/24/2023
							Check Amount:		\$142.72			
1	7042	Y	MERZER, SHEILA	V311BD	104526	23825	1,600.00	0.00	1,600.00	04/23/2023	04/23/2023	04/23/2023
							Check Amount:		\$1,600.00			
1	5801	Y	Midwest Bus Parts, Inc.	V311BD	104527	182878	204.61	0.00	204.61	04/19/2023	04/19/2023	04/19/2023
							Check Amount:		\$204.61			
1	2447	Y	Minnesota Tech for Success	V311BD	104528	7666	1,160.00	0.00	1,160.00	04/27/2023	04/27/2023	04/27/2023
							Check Amount:		\$1,160.00			
1	12630	N	MOTOR PARTS & EQUIP	V311BD	104529	042023	383.12	0.00	383.12	04/20/2023	04/20/2023	04/20/2023
							Check Amount:		\$383.12			
1	3887	Y	North Central International	V311BD	104530	X224008277:01	354.45	0.00	354.45	04/14/2023	04/14/2023	04/14/2023
							Check Amount:		\$354.45			
1	3263	N	North Central Truck Equipment	V311BD	104531	301176	724.56	0.00	724.56	04/20/2023	04/20/2023	04/20/2023
							Check Amount:		\$724.56			
1	6836	N	Quality Bus & Truck Parts	V311BD	104532	1-912	499.00	0.00	499.00	04/21/2023	04/21/2023	04/21/2023
							Check Amount:		\$499.00			
1	7069	Y	Rochester Area Officials Association In	V311BD	104533	0003	100.00	0.00	100.00	04/21/2023	04/21/2023	04/21/2023
							Check Amount:		\$100.00			
1	3184	Remit	N Rochester Telecom Systems, Inc	V311BD	104534	25824	5.09	0.00	5.09	04/28/2023	04/28/2023	04/28/2023
							Check Amount:		\$5.09			
1	1005	N	RUSHFORD PETERSON SCHOOL	V311BD	104535	1484	8,745.46	0.00	8,745.46	05/02/2023	05/02/2023	05/02/2023
							Check Amount:		\$8,745.46			
1	18080	N	SCHILLING SUPPLY COMPANY	V311BD	104536	915620-00	1,360.46	0.00	1,360.46	04/25/2023	04/25/2023	04/25/2023
							Check Amount:		\$1,360.46			
1	3217	R1	N School Specialty LLC	V311BD	104537	april2023	203.97	0.00	203.97	05/02/2023	05/02/2023	05/02/2023
							Check Amount:		\$203.97			

Lewiston-Altura Public Schools MAY 2023 BOARD BILLS

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	7030	N	SIKKINK, MASON	V311BD	104538	22 MM scholarship	400.00	0.00	400.00	05/02/2023	05/02/2023	05/02/2023
							Check Amount:		\$400.00			
1	6993	Remit Y	SOLIANT HEALTH, LLC	V311BD	104539	20664310	3,832.00	0.00	3,832.00	04/23/2023	04/23/2023	04/23/2023
							Check Amount:		\$3,832.00			
1	4738	Y	Southern Minnesota Inspection	V311BD	104540	21167	2,179.80	0.00	2,179.80	04/14/2023	04/14/2023	04/14/2023
							Check Amount:		\$2,179.80			
1	5876	N	Teachers on Call	V311BD	104542	145954	2,718.77	0.00	2,718.77	04/21/2023	04/21/2023	04/21/2023
1	5876	N	Teachers on Call	V311BD	104541	146196	2,718.82	0.00	2,718.82	04/25/2023	04/25/2023	04/25/2023
							Check Amount:		\$5,437.59			
1	2508	N	Theis Printing	V311BD	104543	48929	1,280.00	0.00	1,280.00	04/24/2023	04/24/2023	04/24/2023
							Check Amount:		\$1,280.00			
1	3251	Y	Todd's Refrigeration LLC	V311BD	104544	19532	1,404.60	0.00	1,404.60	03/28/2023	03/28/2023	03/28/2023
							Check Amount:		\$1,404.60			
1	4635	Y	WINONA CONTROLS, INC.	V311BD	104545	21561	2,036.26	0.00	2,036.26	04/05/2023	04/05/2023	04/05/2023
							Check Amount:		\$2,036.26			
							Report Total:		\$48,767.69			

*Does not meet minimum amount
**Exceeds maximum amount

Lewiston-Altura Public Schools
Student Activity Guideline
Period Ending May 31, 2023

Sequence: Group-Sub, Crs

			23REV				% YTD		Remaining
L	Fd Org Pro Crs Fin O/S	Class Sub Description	Annual Budget	Period 202311	Year To Date	% YTD	Encumbrances	+ Enc	Balance
00		Assets							
	30	Student Activity							
	30	Student Activity	0.00	0.00	151,907.95	0%	0.00	0%	(151,907.95)
00		Assets	0.00	0.00	151,907.95	0%	0.00	0%	(151,907.95)
201		Student Council							
	30	Student Activity							
	30	Student Activity	(495.50)	0.00	(2,726.16)	550%	0.00	550%	2,230.66
201		Student Council	(495.50)	0.00	(2,726.16)	550%	0.00	550%	2,230.66
202		National Honor Society							
	30	Student Activity							
	30	Student Activity	316.00	0.00	(402.63)	(127%)	0.00	(127%)	718.63
202		National Honor Society	316.00	0.00	(402.63)	(127%)	0.00	(127%)	718.63
203		FFA							
	30	Student Activity							
	30	Student Activity	(4,986.01)	0.00	(28,894.83)	580%	565.64	568%	23,343.18
203		FFA	(4,986.01)	0.00	(28,894.83)	580%	565.64	568%	23,343.18
204		HOSA							
	30	Student Activity							
	30	Student Activity	0.00	0.00	(782.97)	0%	0.00	0%	782.97
204		HOSA	0.00	0.00	(782.97)	0%	0.00	0%	782.97
205		Washington DC Trip							
	30	Student Activity							
	30	Student Activity	5,000.00	0.00	(2,078.49)	(42%)	285.00	(36%)	6,793.49
205		Washington DC Trip	5,000.00	0.00	(2,078.49)	(42%)	285.00	(36%)	6,793.49
206		Eagle Bluff							
	30	Student Activity							
	30	Student Activity	(1,500.00)	0.00	(3,515.00)	234%	0.00	234%	2,015.00
206		Eagle Bluff	(1,500.00)	0.00	(3,515.00)	234%	0.00	234%	2,015.00
207		Cardinal Book							
	30	Student Activity							
	30	Student Activity	0.00	0.00	(211.93)	0%	0.00	0%	211.93
207		Cardinal Book	0.00	0.00	(211.93)	0%	0.00	0%	211.93

Lewiston-Altura Public Schools
Student Activity Guideline
Period Ending May 31, 2023

Sequence: Group-Sub, Crs

L	Fd Org	Pro Crs	Fin O/S	Class Sub	Description	23REV		Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
						Annual Budget	Period 202311					
208					Trap League							
	30				Student Activity							
	30				Student Activity	(2,615.00)	0.00	(2,077.29)	79%	0.00	79%	(537.71)
208					Trap League	(2,615.00)	0.00	(2,077.29)	79%	0.00	79%	(537.71)
210					Music Savings							
	30				Student Activity							
	30				Student Activity	(8,127.10)	0.00	(45,287.42)	557%	0.00	557%	37,160.32
210					Music Savings	(8,127.10)	0.00	(45,287.42)	557%	0.00	557%	37,160.32
212					Class of 2020							
	30				Student Activity							
	30				Student Activity	(534.00)	0.00	(428.17)	80%	0.00	80%	(105.83)
212					Class of 2020	(534.00)	0.00	(428.17)	80%	0.00	80%	(105.83)
213					Class of 2021							
	30				Student Activity							
	30				Student Activity	0.00	0.00	(218.76)	0%	0.00	0%	218.76
213					Class of 2021	0.00	0.00	(218.76)	0%	0.00	0%	218.76
214					Class of 2022							
	30				Student Activity							
	30				Student Activity	3,500.00	0.00	(161.89)	(5%)	0.00	(5%)	3,661.89
214					Class of 2022	3,500.00	0.00	(161.89)	(5%)	0.00	(5%)	3,661.89
215					Class of 2024							
	30				Student Activity							
	30				Student Activity	0.00	0.00	(2,239.87)	0%	1,034.11	0%	1,205.76
215					Class of 2024	0.00	0.00	(2,239.87)	0%	1,034.11	0%	1,205.76
216					Class of 2019							
	30				Student Activity							
	30				Student Activity	(1,893.00)	0.00	(1,893.00)	100%	0.00	100%	0.00
216					Class of 2019	(1,893.00)	0.00	(1,893.00)	100%	0.00	100%	0.00
217					Class of 2023							
	30				Student Activity							
	30				Student Activity	1,967.76	0.00	(818.69)	(42%)	0.00	(42%)	2,786.45
217					Class of 2023	1,967.76	0.00	(818.69)	(42%)	0.00	(42%)	2,786.45

Lewiston-Altura Public Schools
Student Activity Guideline
Period Ending May 31, 2023

Sequence: Group-Sub, Crs

L	Fd Org	Pro Crs	Fin O/S	Class Sub	Description	23REV		Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
						Annual Budget	Period 202311					
218					Yearbook							
	30				Student Activity							
	30				Student Activity	1,429.00	0.00	(3,238.40)	(227%)	0.00	(227%)	4,667.40
218					Yearbook	1,429.00	0.00	(3,238.40)	(227%)	0.00	(227%)	4,667.40
221					Spanish Trip							
	30				Student Activity							
	30				Student Activity	0.00	0.00	(2,852.69)	0%	0.00	0%	2,852.69
221					Spanish Trip	0.00	0.00	(2,852.69)	0%	0.00	0%	2,852.69
223					JH Student Council							
	30				Student Activity							
	30				Student Activity	(229.00)	0.00	(1,193.99)	521%	0.00	521%	964.99
223					JH Student Council	(229.00)	0.00	(1,193.99)	521%	0.00	521%	964.99
227					Tech Club							
	30				Student Activity							
	30				Student Activity	0.00	0.00	(3,735.22)	0%	0.00	0%	3,735.22
227					Tech Club	0.00	0.00	(3,735.22)	0%	0.00	0%	3,735.22
228					Cardinal Cart							
	30				Student Activity							
	30				Student Activity	0.00	0.00	(109.23)	0%	0.00	0%	109.23
228					Cardinal Cart	0.00	0.00	(109.23)	0%	0.00	0%	109.23
760					Drama							
	30				Student Activity							
	30				Student Activity	(1,893.00)	0.00	(7,120.97)	376%	0.00	376%	5,227.97
760					Drama	(1,893.00)	0.00	(7,120.97)	376%	0.00	376%	5,227.97
772					Volleyball							
	30				Student Activity							
	30				Student Activity	2,213.44	0.00	(3,980.13)	(180%)	0.00	(180%)	6,193.57
772					Volleyball	2,213.44	0.00	(3,980.13)	(180%)	0.00	(180%)	6,193.57
773					Girls Basketball							
	30				Student Activity							
	30				Student Activity	(627.54)	0.00	(578.57)	92%	0.00	92%	(48.97)
773					Girls Basketball	(627.54)	0.00	(578.57)	92%	0.00	92%	(48.97)

Lewiston-Altura Public Schools
Student Activity Guideline
Period Ending May 31, 2023

Sequence: Group-Sub, Crs

L	Fd Org	Pro Crs	Fin O/S	Class Sub	Description	23REV		Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
						Annual Budget	Period 202311					
774		Dance										
	30	Student Activity										
	30	Student Activity				0.00	0.00	(708.46)	0%	0.00	0%	708.46
774		Dance				0.00	0.00	(708.46)	0%	0.00	0%	708.46
775		Girls Track										
	30	Student Activity										
	30	Student Activity				0.00	0.00	(2.12)	0%	0.00	0%	2.12
775		Girls Track				0.00	0.00	(2.12)	0%	0.00	0%	2.12
776		Softball										
	30	Student Activity										
	30	Student Activity				1,355.00	0.00	(45.00)	(3%)	0.00	(3%)	1,400.00
776		Softball				1,355.00	0.00	(45.00)	(3%)	0.00	(3%)	1,400.00
779		Girls Golf										
	30	Student Activity										
	30	Student Activity				0.00	0.00	(198.53)	0%	0.00	0%	198.53
779		Girls Golf				0.00	0.00	(198.53)	0%	0.00	0%	198.53
782		Football										
	30	Student Activity										
	30	Student Activity				(507.28)	0.00	(9,246.77)	1823%	21.70	1819%	8,717.79
782		Football				(507.28)	0.00	(9,246.77)	1823%	21.70	1819%	8,717.79
783		Boys Basketball										
	30	Student Activity										
	30	Student Activity				(1,691.93)	0.00	(1,855.17)	110%	0.00	110%	163.24
783		Boys Basketball				(1,691.93)	0.00	(1,855.17)	110%	0.00	110%	163.24
784		Wrestling										
	30	Student Activity										
	30	Student Activity				0.00	0.00	(419.03)	0%	0.00	0%	419.03
784		Wrestling				0.00	0.00	(419.03)	0%	0.00	0%	419.03
785		Baseball										
	30	Student Activity										
	30	Student Activity				4,500.00	0.00	(1,150.06)	(26%)	864.54	(6%)	4,785.52
785		Baseball				4,500.00	0.00	(1,150.06)	(26%)	864.54	(6%)	4,785.52

Lewiston-Altura Public Schools

Student Activity Guideline

Period Ending May 31, 2023

Sequence: Group-Sub, Crs

L	Fd Org Pro Crs	Fin O/S	Class Sub	Description	23REV Annual Budget	Period 202311	Year To Date	% YTD	Encumbrances	% YTD + Enc	Remaining Balance
786	Boys Track										
30	Student Activity										
30	Student Activity				0.00	0.00	(2.11)	0%	0.00	0%	2.11
786	Boys Track				0.00	0.00	(2.11)	0%	0.00	0%	2.11
789	Boys Golf										
30	Student Activity										
30	Student Activity				0.00	0.00	(198.54)	0%	0.00	0%	198.54
789	Boys Golf				0.00	0.00	(198.54)	0%	0.00	0%	198.54
790	General Athletics										
30	Student Activity										
30	Student Activity				13,500.00	0.00	(20,982.28)	(155%)	0.00	(155%)	34,482.28
790	General Athletics				13,500.00	0.00	(20,982.28)	(155%)	0.00	(155%)	34,482.28
791	Special Athletics										
30	Student Activity										
30	Student Activity				100.00	0.00	(2,492.58)	(2493%)	0.00	(2493%)	2,592.58
791	Special Athletics				100.00	0.00	(2,492.58)	(2493%)	0.00	(2493%)	2,592.58
792	Weight Training										
30	Student Activity										
30	Student Activity				(61.00)	0.00	(61.00)	100%	0.00	100%	0.00
792	Weight Training				(61.00)	0.00	(61.00)	100%	0.00	100%	0.00
Report Totals:					8,720.84	0.00	0.00	0%	2,770.99	32%	5,949.85

Lewiston - Altura Public Schools						
April 2023 Bank Reconciliation						
	Beg. Balance	Receipts	Disbursements	Journal Entry	End. Balance	
	3/31/2023				4/30/2023	
MinnWest Bank #200014	54,239.83	667,354.28	538,208.80		183,385.31	
Merchants Bank	6,828.98	320,743.74	313,114.98		14,457.74	
MSDLAF 601470	1,735,839.48	853,656.00	915,000.00		1,674,495.48	
Investment Account	531,135.61	1,564.12	53.94		532,645.79	
CD #7110092004- Minnie Wright Scholarship	18,099.57				18,099.57	
CD #7110097746- Irma Crossfield Scholarship	13,169.00				13,169.00	
CD #7110131659- Mary Helen Kalmes	9,013.50				9,013.50	
Scholarship (Altura)- 412489	8,949.18				8,949.18	
Subtotal	2,377,275.15	1,843,318.14	1,766,377.72		2,454,215.57	
Transfers between A/Cs	0.00	(915,000.00)	(915,000.00)		0.00	
Previous Current	(194,176.94)		(194,176.94)		0.00	
Outstanding Checks	0.00		85,491.86		(85,491.86)	
Adjustments						
Net Payroll	6,230.67	(743.74)	(313,031.23)	(313,031.23)	5,486.93	
Ongoing						
Jan	(166.15)		(1,493.02)		1,326.87	
Feb	4,880.49		4,880.49		0.00	
March	321.16				321.16	
March	356.25	-356.25			0.00	
April	(2,479.33)	2479.33			0.00	
April	0	315	315		0.00	
April	0	-53.94	-53.94		0.00	
April	0	9	9		0.00	
April			-105		105.00	
April				-160.58	(160.58)	
April				-74.62	0.00	
April				-329.28	0.00	
Adjusted Cash Balance	2,192,241.30	929,967.54	432,810.04	(313,595.71)	2,375,803.09	
Per SMART Reports	2,192,241.30	929,967.54	432,810.04	(313,595.71)	2,375,803.09	
Difference	0.00	0.00	0.00	0.00	0.00	
<i>This bank reconciliation is not designed to prevent or detect fraud. It is the district's responsibility to review carefully</i>						

	Transfers To	Transfers From	
Minnwest Bank	170,000.00		
	150,000.00		
	165,000.00		
	110,000.00		
Merchants Bank	320,000.00		
MSDLAF Liquid		320,000.00	
		150,000.00	
		165,000.00	
		110,000.00	
		170,000.00	
Total Transfers	915,000.00	915,000.00	0.00

April 2023 Bank Reconciliation- Treasury Report

Funds	Balance Beginning of Month	Receipts	Disbursements	Balance End of Month	Ending Balance 3/31/2023
General Fund	\$ 1,452,669.57				\$ 1,452,669.57
Food Service Fund	\$ 189,926.58				\$ 189,926.58
Community Ed	\$ 168,278.45				\$ 168,278.45
Building Construction	\$ 357,091.32				\$ 357,091.32
Debt Redemption	\$ (135,912.21)				\$ (135,912.21)
Student Fundraised Fund	\$ 160,563.22				\$ 160,563.22
Totals	\$ 2,192,616.93	\$ -	\$ -	\$ -	\$ 2,192,616.93

Reconcilement of Treasurer's Balance With Bank

Description	Balance per Bank Statement	Outstanding Checks	Deposits not on Bank Statement	Other Reconciling Items	Balance Per Treasurer's Books
General Fund Checking	\$ 54,239.83	\$ (194,176.94)	\$ 9,518.72		\$ (130,418.39)
Merchants Bank	\$ 6,828.98				\$ 6,828.98
MSDLAF	\$ 1,735,839.48				\$ 1,735,839.48
CD-investments	\$ 531,135.61				\$ 531,135.61
Investments	\$ 49,231.25				\$ 49,231.25

Treasurer's Balance

\$ 2,192,616.93

April 2023 Bank Reconciliation Student Fundraised Money

Activities

Student Council	\$ 2,726.16
National Honor Society	\$ 402.63
FFA	\$ 29,022.62
HOSA	\$ 782.97
Washington DC Trip	\$ 2,078.49
Eagle Bluff	\$ 3,515.00
Cardinal Book	\$ 211.93
Trap League	\$ 2,077.29
Music Savings	\$ 45,287.42
Class of 2026	\$ 428.17
Class of 2027	\$ 218.76
Class of 2022	\$ 161.89
Class of 2024	\$ 2,239.87
Class of 2025	\$ 1,893.00
Class of 2023	\$ 818.69
Yearbook	\$ 3,238.40
Spanish Trip	\$ 2,852.69
JH Student Council	\$ 1,193.99
Tech Club	\$ 3,735.22
Cardinal Cart	\$ 109.23
Drama	\$ 7,330.97
Volleyball	\$ 3,980.13
Girls Basketball	\$ 578.57
Dance	\$ 708.46
Girls Track	\$ 2.12
Softball	\$ 45.00
Girls Golf	\$ 198.53
Football	\$ 9,246.77
Boys Basketball	\$ 1,855.17
Wrestling	\$ 419.03
Baseball	\$ 1,150.06
Boys Track	\$ 2.11
Boys Golf	\$ 198.54
General Athletics	\$ 20,982.28
Special Athletics	\$ 2,492.58
Weight Training	\$ 61.00
Subtotal Activities	\$ 152,245.74

Less Adjustments

Outstanding journal entries	
Accounts Payable	\$ -
Accounts Receivable	\$ 50.00
Subtotal Adjustments	\$ 50.00

Total Fundraised Cash	<u><u>\$ 152,195.74</u></u>
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Student Fundraised Fund Cash	<u><u>\$ 160,563.22</u></u>
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Lewiston-Altura Public Schools MAY 2023 Misc Payments

											Pay/Void		
Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Amount
001	P00909	58900	68768	Check	1	6536	Funk, Olivia		Yes	No	Yes	04/19/2023	(59.00)
001	P20169	61518	70899	Check	1	4872	JACOBS, HOLLY		Yes	No	Yes	04/26/2023	(5.00)
001	P20431	61971	71348	Check	1	5916	Verthein, Greta Kay		Yes	No	Yes	04/19/2023	(300.00)
001	P310BD	65269	74314	Check	1	7062	Color Blaze Supply LLC		Yes	Yes	No	04/11/2023	1,650.00
001	P310BD	65265	74315	Check	1	5900	R1 Dollar General - Regions 410526		Yes	Yes	No	04/11/2023	28.20
001	P310BD	65266	74316	Check	1	6496	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	Yes	Yes	No	04/11/2023	131.23
001	P310BD	65258	74317	Check	1	3267	R1 INNOVATIVE OFFICE SOLUTIONS, LLC		Yes	Yes	No	04/11/2023	67.60
001	P310BD	65251	74318	Check	1	2257	R1 J.W. Pepper & Son, Inc.		Yes	Yes	No	04/11/2023	541.49
001	P310BD	65262	74319	Check	1	4845	KELLY, KRISTIN		Yes	Yes	No	04/11/2023	2,433.75
001	P310BD	65259	74320	Check	1	3282	Kennedy & Graven Chartered	C Corporation	Yes	Yes	No	04/11/2023	899.50
001	P310BD	65245	74321	Check	1	10141	KWIK TRIP		Yes	Yes	No	04/11/2023	950.00
001	P310BD	65253	74322	Check	1	2491	Remit LEARNING WITHOUT TEARS		Yes	Yes	No	04/11/2023	144.43
001	P310BD	65255	74323	Check	1	3038	Lewiston Hardware, LLC		Yes	Yes	No	04/11/2023	239.82
001	P310BD	65246	74324	Check	1	12495	MINNESOTA SCHOOL BOARDS ASSOC		Yes	Yes	No	04/11/2023	630.00
001	P310BD	65247	74325	Check	1	12540	MISSISSIPPI WELDERS SUPPLY COMP,		Yes	Yes	No	04/11/2023	142.29
001	P310BD	65256	74326	Check	1	3098	R1 Pan-O-Gold Baking Company		Yes	Yes	No	04/11/2023	383.49
001	P310BD	65267	74327	Check	1	6704	Quadient Finance USA, INC.		Yes	Yes	No	04/11/2023	500.00
001	P310BD	65260	74328	Check	1	4315	QUARRY HILL NATURE CENTER		Yes	No	Yes	04/11/2023	360.00
001	P310BD	65260	74328	Check	1	4315	QUARRY HILL NATURE CENTER		Yes	No	Yes	04/20/2023	(360.00)
001	P310BD	65252	74329	Check	1	2411	REINHART FOOD SERVICE		Yes	Yes	No	04/11/2023	18,068.42
001	P310BD	65257	74330	Check	1	3184	Rochester Telecom Systems, Inc		Yes	Yes	No	04/11/2023	5.09
001	P310BD	65268	74331	Check	1	6993	Remit SOLIANT HEALTH, LLC		Yes	Yes	No	04/11/2023	3,065.60
001	P310BD	65248	74332	Check	1	1682	Southeast Minnesota School Counselors As		Yes	No	No	04/11/2023	20.00
001	P310BD	65249	74333	Check	1	18680	SUPREME SCHOOL SUPPLY CO		Yes	Yes	No	04/11/2023	146.46
001	P310BD	65264	74334	Check	1	5876	Teachers on Call	C Corporation	Yes	Yes	No	04/11/2023	2,564.14
001	P310BD	65263	74335	Check	1	5533	Therapy Shoppe, Inc.		Yes	Yes	No	04/11/2023	362.91
001	P310BD	65261	74336	Check	1	4448	VERIZON WIRELESS		Yes	Yes	No	04/11/2023	147.78
001	P310BD	65250	74337	Check	1	22254	WINONA COUNTY AUDITOR-TREASURI		Yes	Yes	No	04/11/2023	84.00
001	P310BD	65254	74338	Check	1	25014	ZIEBELL'S HIAWATHA FOODS, INC.		Yes	Yes	No	04/11/2023	6,815.49
001	P310CK	65271	74339	Check	1	00420	ARNOLD'S SUPPLY		Yes	Yes	No	04/11/2023	8,306.00
001	P310CK	65279	74340	Check	1	1612	CITY OF ALTURA		Yes	Yes	No	04/11/2023	378.80
001	P310CK	65281	74341	Check	1	3210	HBC		Yes	Yes	No	04/11/2023	2,237.46
001	P310CK	65283	74342	Check	1	3737	Hiawatha Valley Ed District		Yes	Yes	No	04/11/2023	24,990.76
001	P310CK	65272	74343	Check	1	07141	HIGH PLAINS COOPERATIVE		Yes	Yes	No	04/11/2023	1,337.49
001	P310CK	65290	74344	Check	1	6158	Innovative Therapy Solutions, LLC		Yes	Yes	No	04/11/2023	8,967.50
001	P310CK	65273	74345	Check	1	08221	JMC COMPUTER SERVICE, INC.		Yes	Yes	No	04/11/2023	9,133.02
001	P310CK	65274	74346	Check	1	10141	KWIK TRIP		Yes	Yes	No	04/11/2023	281.05
001	P310CK	65275	74347	Check	1	11015	R1 LAKESHORE		Yes	Yes	No	04/11/2023	820.28
001	P310CK	65276	74348	Check	1	11260	LEWISTON JOURNAL		Yes	Yes	No	04/11/2023	313.56

Lewiston-Altura Public Schools MAY 2023 Misc Payments

													Pay/Void		
Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Date	Amount		
001	P310CK	65277	74349	Check	1	11290	LEWISTON POST OFFICE		Yes	Yes	No	04/11/2023	1,000.00		
001	P310CK	65287	74350	Check	1	5801	Midwest Bus Parts, Inc.		Yes	Yes	No	04/11/2023	243.05		
001	P310CK	65289	74351	Check	1	5956	MiEnergy Cooperative	Other	Yes	Yes	No	04/11/2023	9,089.93		
001	P310CK	65286	74352	Check	1	4877	MINNESOTA Public Employees Insurance		Yes	Yes	No	04/11/2023	31,137.45		
001	P310CK	65278	74353	Check	1	12630	MOTOR PARTS & EQUIP		Yes	Yes	No	04/11/2023	103.41		
001	P310CK	65282	74354	Check	1	3263	North Central Truck Equipment		Yes	Yes	No	04/11/2023	447.37		
001	P310CK	65280	74355	Check	1	17077	REGION V COMPUTER SERVICES		Yes	Yes	No	04/11/2023	3,739.25		
001	P310CK	65291	74356	Check	1	6993	SOLIANT HEALTH, LLC		Yes	Yes	No	04/11/2023	3,832.00		
001	P310CK	65285	74357	Check	1	4496	Southern MN Band Directors Assn.		Yes	No	No	04/11/2023	120.00		
001	P310CK	65288	74358	Check	1	5876	Teachers on Call	C Corporation	Yes	Yes	No	04/11/2023	2,229.14		
001	P310CK	65284	74359	Check	1	4296	WYHE'S CHOICE FUNDRAISING		Yes	Yes	No	04/11/2023	2,476.00		
001	P310PR	65301	74360	Check	1	4951	Bremer Bank		Yes	Yes	No	04/14/2023	2,065.50		
001	P310PR	65302	74361	Check	1	6265	HOME FEDERAL SAVINGS BANK		Yes	Yes	No	04/14/2023	42.50		
001	P310PR	65304	74362	Check	1	6461	ISD 857 - Flex Plan Checking		Yes	Yes	No	04/14/2023	950.88		
001	P310PR	65300	74363	Check	1	4786	Merchants Bank	R1	Yes	Yes	No	04/14/2023	375.00		
001	P310PR	65299	74364	Check	1	4400	Minnesota Child Support Payment		Yes	Yes	No	04/14/2023	333.00		
001	P310PR	65303	74365	Check	1	6283	MinnWest Bank Group		Yes	Yes	No	04/14/2023	30.00		
001	P310PR	65298	74366	Check	1	3545	Winona National Bank		Yes	Yes	No	04/14/2023	160.00		
001		65305	74367	Check	1	6536	Funk, Olivia		Yes	No	No	04/19/2023	59.00		
001		65306	74368	Check	1	5916	Verthein, Greta Kay		Yes	Yes	No	04/19/2023	300.00		
001	P310CK	65339	74369	Check	1	6395	Ability Built Computers		Yes	No	No	04/20/2023	45.00		
001	P310CK	65309	74370	Check	1	00420	ARNOLD'S SUPPLY		Yes	No	No	04/20/2023	4,860.00		
001	P310CK	65336	74371	Check	1	7050	Baker, Elijah		Yes	No	No	04/20/2023	72.00		
001	P310CK	65333	74372	Check	1	6956	BERGANKDV	C Corporation	Yes	No	No	04/20/2023	1,125.00		
001	P310CK	65317	74373	Check	1	2707	City of Lewiston		Yes	Yes	No	04/20/2023	2,450.54		
001	P310CK	65316	74374	Check	1	2440	Culligan Water Services		Yes	Yes	No	04/20/2023	31.50		
001	P310CK	65314	74375	Check	1	1366	CUSTOM ALARM	C Corporation	Yes	Yes	No	04/20/2023	486.99		
001	P310CK	65320	74376	Check	1	3906	D & A TESTING SERVICES		Yes	No	No	04/20/2023	61.00		
001	P310CK	65337	74377	Check	1	7064	First Student, Inc	Remit	Yes	No	No	04/20/2023	5,784.72		
001	P310CK	65332	74378	Check	1	6891	Harter's Trash & Recycling Inc		Yes	No	No	04/20/2023	1,683.67		
001	P310CK	65340	74379	Check	1	5779	Heritage Embroidery		Yes	Yes	No	04/20/2023	92.00		
001	P310CK	65341	74380	Check	1	5474	HOUGHTON MIFFLIN HARCOURT PUBL	R1	Yes	Yes	Yes	04/20/2023	355.25		
001	P310CK	65341	74380	Check	1	5474	HOUGHTON MIFFLIN HARCOURT PUBL	R1	Yes	Yes	Yes	04/24/2023	(355.25)		
001	P310CK	65319	74381	Check	1	3172	Hy-Vee Accounts Receivable	R1	Yes	No	No	04/20/2023	928.61		
001	P310CK	65342	74382	Check	1	6158	Innovative Therapy Solutions, LLC		Yes	No	No	04/20/2023	8,988.75		
001	P310CK	65310	74383	Check	1	09110	JOSTENS		Yes	No	No	04/20/2023	1,359.79		
001	P310CK	65311	74384	Check	1	10141	KWIK TRIP		Yes	No	No	04/20/2023	10,077.00		
001	P310CK	65322	74385	Check	1	5055	LEGACY TOUR & TRAVEL		Yes	No	No	04/20/2023	690.00		
001	P310CK	65312	74386	Check	1	11260	LEWISTON JOURNAL		Yes	No	No	04/20/2023	36.00		

Lewiston-Altura Public Schools MAY 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	P310CK	65343	74387	Check	1	5667	Lewiston Sportsmen's Club, Inc.		Yes	No	No	04/20/2023	5,820.00	
001	P310CK	65344	74388	Check	1	5865	R1 Loffler Companies -- 131511		Yes	No	Yes	04/20/2023	0.00	
001	P310CK	65323	74389	Check	1	5125	Mackin		Yes	Yes	No	04/20/2023	2,000.00	
001	P310CK	65318	74390	Check	1	2899	Meca Sportswear		Yes	Yes	No	04/20/2023	586.00	
001	P310CK	65335	74391	Check	1	7042	MERZER, SHEILA		Yes	No	No	04/20/2023	2,487.50	
001	P310CK	65313	74392	Check	1	12540	MISSISSIPPI WELDERS SUPPLY COMP,		Yes	Yes	No	04/20/2023	88.95	
001	P310CK	65345	74393	Check	1	6280	R1 Music Mart		Yes	No	No	04/20/2023	2,278.75	
001	P310CK	65334	74394	Check	1	6993	Remit SOLIANT HEALTH, LLC		Yes	No	No	04/20/2023	3,065.60	
001	P310CK	65346	74395	Check	1	5876	Teachers on Call	C Corporation	Yes	No	No	04/20/2023	1,675.08	
001	P310CK	65321	74396	Check	1	4448	VERIZON WIRELESS		Yes	No	No	04/20/2023	321.40	
001	P310CK	65315	74397	Check	1	1883	XCEL ENERGY		Yes	Yes	No	04/20/2023	1,745.38	
001	P310CK	65331	74398	Check	1	6395	Ability Built Computers		Yes	Yes	Yes	04/20/2023	0.00	
001	P310CK	65326	74408	Check	1	5779	Heritage Embroidery		Yes	Yes	Yes	04/20/2023	0.00	
001	P310CK	65324	74409	Check	1	5474	R1 HOUGHTON MIFFLIN HARCOURT PUBL		Yes	Yes	Yes	04/20/2023	0.00	
001	P310CK	65329	74411	Check	1	6158	Innovative Therapy Solutions, LLC		Yes	Yes	Yes	04/20/2023	0.00	
001	P310CK	65325	74416	Check	1	5667	Lewiston Sportsmen's Club, Inc.		Yes	Yes	Yes	04/20/2023	0.00	
001	P310CK	65327	74417	Check	1	5865	R1 Loffler Companies -- 131511		Yes	Yes	Yes	04/20/2023	0.00	
001	P310CK	65330	74422	Check	1	6280	R1 Music Mart		Yes	Yes	Yes	04/20/2023	0.00	
001	P310CK	65338	74423	Check	1	7065	River Valley Media Group		Yes	Yes	Yes	04/20/2023	0.00	
001	P310CK	65328	74425	Check	1	5876	Teachers on Call	C Corporation	Yes	Yes	Yes	04/20/2023	0.00	
001	P310CK	65349	74428	Check	1	7070	Mihalovic, Kevin		Yes	Yes	No	04/14/2023	112.00	
001	P310CK	65354	74429	Check	1	3254	Chester Pozanc Trucking & Exc. LLC		Yes	No	Yes	04/28/2023	0.00	
001	P310CK	65353	74430	Check	1	2916	CONTINENTAL RESEARCH CORP		Yes	No	Yes	04/28/2023	0.00	
001	P310CK	65356	74431	Check	1	5865	R1 Loffler Companies -- 131511		Yes	No	Yes	04/28/2023	0.00	
001	P310CK	65355	74432	Check	1	3361	Minnesota FFA Association		Yes	No	Yes	04/28/2023	0.00	
001	P310CK	65351	74433	Check	1	17130	RISLOW SERVICE CENTER		Yes	No	Yes	04/28/2023	0.00	
001	P310CK	65358	74434	Check	1	7065	River Valley Media Group		Yes	No	Yes	04/28/2023	0.00	
001	P310CK	65352	74435	Check	1	18332	SEMCAC Transportation		Yes	No	Yes	04/28/2023	0.00	
001	P310CK	65357	74436	Check	1	6993	Remit SOLIANT HEALTH, LLC		Yes	No	Yes	04/28/2023	0.00	
001	P310CK	65362	74437	Check	1	3254	Chester Pozanc Trucking & Exc. LLC		Yes	No	No	04/28/2023	390.89	
001	P310CK	65361	74438	Check	1	2916	CONTINENTAL RESEARCH CORP		Yes	No	No	04/28/2023	231.51	
001	P310CK	65364	74439	Check	1	5865	R1 Loffler Companies -- 131511		Yes	No	Yes	04/28/2023	0.00	
001	P310CK	65363	74440	Check	1	3361	Minnesota FFA Association		Yes	No	No	04/28/2023	696.00	
001	P310CK	65359	74441	Check	1	17130	RISLOW SERVICE CENTER		Yes	No	No	04/28/2023	16.95	
001	P310CK	65366	74442	Check	1	7065	River Valley Media Group		Yes	No	No	04/28/2023	400.00	
001	P310CK	65360	74443	Check	1	18332	SEMCAC Transportation		Yes	No	No	04/28/2023	270.00	
001	P310CK	65365	74444	Check	1	6993	Remit SOLIANT HEALTH, LLC		Yes	No	No	04/28/2023	3,065.60	
001	P310PR	65374	74445	Check	1	6406	Ameritas Life Insurance Corp		Yes	No	No	04/28/2023	159.84	
001	P310PR	65372	74446	Check	1	4951	Bremer Bank		Yes	No	No	04/28/2023	450.00	

Lewiston-Altura Public Schools MAY 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	P310PR	65367	74447	Check	1	11202	Education Minnesota - Lewiston-Altura		Yes	No	No	04/28/2023	3,940.54
001	P310PR	65373	74448	Check	1	6265	HOME FEDERAL SAVINGS BANK		Yes	No	No	04/28/2023	42.50
001	P310PR	65375	74449	Check	1	6461	ISD 857 - Flex Plan Checking		Yes	No	No	04/28/2023	950.88
001	P310PR	65368	74450	Check	1	17090	MADISON NATIONAL LIFE		Yes	No	No	04/28/2023	776.54
001	P310PR	65371	74451	Check	1	4786	R1 Merchants Bank		Yes	No	No	04/28/2023	375.00
001	P310PR	65370	74452	Check	1	4400	Minnesota Child Support Payment		Yes	No	No	04/28/2023	333.00
001	P310PR	65376	74453	Check	1	6283	MinnWest Bank Group		Yes	No	No	04/28/2023	256.47
001	P310PR	65369	74454	Check	1	3545	Winona National Bank		Yes	No	No	04/28/2023	160.00
001	P310CK	65377	74455	Check	1	4800	Region 1A		Yes	No	No	04/28/2023	150.00
001	P311CK	65386	74456	Check	1	08089	WABASHA-KELLOGG SCHOOLS # 811		Yes	No	No	05/02/2023	270.00
001		65378	99974388	Check	1	5865	R1 Loffler Companies -- 131511		Yes	No	No	04/20/2023	4,836.21
Bank Total:												\$231,882.25	
Report Total:												\$231,882.25	

Lewiston-Altura Public Schools Statement of Expenditures for the Month Ended

Sequence: Fd, O/S, Org, Pro, Crs, Fin	Description	202113			202213			202311		
		Budget 21REV	Year to Date	%	Budget 22REV	Year to Date	%	Budget 23REV	Year to Date	%
01	General									
	100 Salaries & Wages	5,268,620.00	5,200,852.72	99%	5,718,354.00	5,438,684.17	95%	5,121,079.56	3,502,633.38	68%
	200 Employee Benefits	1,360,712.00	1,299,298.02	95%	1,502,064.00	1,356,442.91	90%	1,383,286.32	905,176.56	65%
	300 Purchased Services	299,470.00	262,226.20	88%	385,727.00	370,338.03	96%	423,456.24	373,534.20	88%
		0.00	795.00	0%	0.00	0.00	0%	0.00	0.00	0%
	300 Purchased Services	1,024,700.00	903,579.45	88%	1,089,971.00	1,046,458.00	96%	1,106,079.76	872,456.15	79%
	400 Supplies & Materials	445,654.00	357,568.51	80%	398,444.00	303,242.00	76%	301,115.93	249,152.24	83%
		4,533.00	0.00	0%	0.00	0.00	0%	0.00	0.00	0%
	400 Supplies & Materials	280,243.00	253,106.55	90%	214,773.00	216,349.38	101%	217,479.39	172,784.66	79%
	500 Capital Expenditures	645,052.00	344,778.76	53%	264,506.00	152,947.09	58%	361,981.75	201,801.60	56%
	800 Other Expenditures	109,704.00	107,155.25	98%	60,858.00	82,659.23	136%	49,224.00	54,193.12	110%
	900 Other Financing Uses	0.00	26,020.35	0%	0.00	0.00	0%	0.00	0.00	0%
01	General	9,438,688.00	8,755,380.81	93%	9,634,697.00	8,967,120.81	93%	8,963,702.95	6,331,731.91	71%
02	Food Service									
	100 Salaries & Wages	169,424.00	167,232.83	99%	181,000.00	206,022.53	114%	191,695.00	148,539.44	77%
	200 Employee Benefits	50,720.00	56,317.87	111%	71,935.00	77,393.88	108%	0.00	50,147.17	0%
	300 Purchased Services	10,000.00	3,387.70	34%	6,000.00	2,622.60	44%	11,150.00	6,353.06	57%
	400 Supplies & Materials	233,629.00	263,753.21	113%	319,500.00	340,636.77	107%	235,000.00	179,377.33	76%
	500 Capital Expenditures	2,000.00	2,894.56	145%	5,000.00	4,094.44	82%	4,300.00	4,209.15	98%
	800 Other Expenditures	6,250.00	6,830.80	109%	2,750.00	1,800.00	65%	3,000.00	2,956.00	99%
02	Food Service	472,023.00	500,416.97	106%	586,185.00	632,570.22	108%	445,145.00	391,582.15	88%
04	Community Education									
	100 Salaries & Wages	325,060.00	312,005.37	96%	348,243.00	369,872.92	106%	328,035.92	225,839.78	69%
	200 Employee Benefits	63,081.00	63,101.20	100%	68,484.00	68,755.18	100%	67,490.37	46,223.10	68%
	300 Purchased Services	11,465.00	6,690.43	58%	15,955.00	10,776.27	68%	16,210.00	9,563.89	59%
	400 Supplies & Materials	39,461.00	24,553.05	62%	45,500.00	31,144.82	68%	34,807.29	31,409.24	90%
	500 Capital Expenditures	0.00	0.00	0%	1,500.00	749.00	50%	0.00	0.00	0%
	800 Other Expenditures	0.00	0.00	0%	100.00	0.00	0%	0.00	0.00	0%
04	Community Education	439,067.00	406,350.05	93%	479,782.00	481,298.19	100%	446,543.58	313,036.01	70%
06	Bldg Construction									
	300 Purchased Services	0.00	27,096.00	0%	0.00	0.00	0%	0.00	0.00	0%

Lewiston-Altura Public Schools Statement of Expenditures for the Month Ended

Sequence: Fd, O/S, Org, Pro, Crs, Fin	Description	202113			202213			202311		
		Budget 21REV	Year to Date	%	Budget 22REV	Year to Date	%	Budget 23REV	Year to Date	%
06	Bldg Construction									
	500 Capital Expenditures	0.00	135,295.00	0%	237,133.00	250,062.94	105%	0.00	0.00	0%
06	Bldg Construction	0.00	162,391.00	0%	237,133.00	250,062.94	105%	0.00	0.00	0%
07	Debt									
	700 Debt Service	491,200.00	491,675.00	100%	489,750.00	488,475.00	100%	498,150.00	498,575.00	100%
	900 Other Financing Uses	0.00	769,454.86	0%	0.00	0.00	0%	0.00	0.00	0%
07	Debt	491,200.00	1,261,129.86	257%	489,750.00	488,475.00	100%	498,150.00	498,575.00	100%
18	Agency									
	800 Other Expenditures	0.00	0.00	0%	1,500.00	1,500.00	100%	0.00	0.00	0%
18	Agency	0.00	0.00	0%	1,500.00	1,500.00	100%	0.00	0.00	0%
30	Student Activity									
	300 Purchased Services	0.00	195.00	0%	70,419.00	26,005.47	37%	79,415.50	57,049.93	72%
	400 Supplies & Materials	65,600.00	45,494.51	69%	51,136.00	48,853.12	96%	48,842.13	36,468.73	75%
	500 Capital Expenditures	0.00	0.00	0%	18,900.00	18,900.10	100%	15,000.00	1,494.74	10%
	800 Other Expenditures	0.00	2,590.00	0%	4,100.00	1,291.00	31%	1,506.00	1,506.00	100%
30	Student Activity	65,600.00	48,279.51	74%	144,555.00	95,049.69	66%	144,763.63	96,519.40	67%
	Report Totals:	10,906,578.00	11,133,948.20	102%	11,573,602.00	10,916,076.85	94%	10,498,305.16	7,631,444.47	73%

Lewiston-Altura Public Schools May 2023 Wire Payments

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void			Date	Amount
									Print	Recon	Void		
001	P302P1	63703		Wire	1	4373	ING		Yes	Yes	Yes	04/18/2023	(2,407.62)
001	P309P1	64521		Wire	1	18600	MINNESOTA TEACHERS RETIREMENT .		Yes	Yes	Yes	04/13/2023	(575.14)
001	P311P1	64590		Wire	1	4373	ING		Yes	Yes	Yes	04/18/2023	(2,193.82)
001	P310CK	65270		Wire	1	3571	MINNESOTA ENERGY RESOURCES	Other	No	Yes	No	04/11/2023	8,176.31
001	P310PR	65292		Wire	1	1053	MINNESOTA ELECTRONIC FUNDS		No	Yes	No	04/19/2023	7,266.81
001	P310PR	65293		Wire	1	1054	FEDERAL TAXES		No	Yes	No	04/19/2023	49,550.20
001	P310PR	65294		Wire	1	18600	MINNESOTA TEACHERS RETIREMENT .		No	Yes	No	04/19/2023	27,253.61
001	P310PR	65295		Wire	1	18610	Public Employers Retirement Association		No	Yes	No	04/19/2023	8,362.96
001	P310PR	65296		Wire	1	4373	ING		No	Yes	No	04/19/2023	2,193.82
001	P310PR	65297		Wire	1	6496	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	Yes	No	04/19/2023	7,105.52
001	P23A10	65307		Wire	1	1742	WALMART		No	No	No	04/13/2023	74.56
001	P23A10	65308		Wire	1	5546	VISA		No	No	No	04/13/2023	1,584.61
001	PDE10	65347		Wire	1	5100	DELTA DENTAL OF MINNESOTA		No	Yes	No	04/14/2023	2,102.67
001	PMNE10	65348		Wire	1	3571	MINNESOTA ENERGY RESOURCES	Other	No	Yes	No	04/14/2023	20,054.07
001	P310AM	65350		Wire	1	3128	R1 Amazon Capital Services		No	Yes	No	04/27/2023	1,337.59
001	PR2311	65379		Wire	1	1054	FEDERAL TAXES		No	Yes	No	04/30/2023	43,197.18
001	PR2311	65380		Wire	1	3153	Merchants Bank - Fees		No	Yes	No	04/30/2023	83.75
001	PR2311	65381		Wire	1	6283	MinnWest Bank Group		No	Yes	No	04/30/2023	303.98
001	PR2311	65382		Wire	1	6465	Ehlers		No	No	No	04/30/2023	58.64
001	PR2311	65383		Wire	1	6921	MEDICA		No	Yes	No	04/30/2023	22,290.59
001	PR2311	65384		Wire	1	6973	rSchool Today/VNN		No	Yes	No	04/30/2023	80.67
001	PR2311	65385		Wire	1	7072	Tuition Express		No	Yes	No	04/30/2023	208.45
001	P310PR	65387		Wire	1	1053	MINNESOTA ELECTRONIC FUNDS		No	No	No	05/02/2023	6,594.34
001	P310PR	65388		Wire	1	1054	FEDERAL TAXES		No	No	No	05/02/2023	43,197.18
001	P310PR	65389		Wire	1	18600	MINNESOTA TEACHERS RETIREMENT .		No	No	No	05/02/2023	25,635.33
001	P310PR	65390		Wire	1	18610	Public Employers Retirement Association		No	No	No	05/02/2023	6,728.03
001	P310PR	65391		Wire	1	4373	ING		No	No	No	05/02/2023	2,193.82
001	P310PR	65392		Wire	1	6496	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	No	No	05/02/2023	7,105.52
Bank Total:												\$287,563.63	
Report Total:												\$287,563.63	

May 8, 2023

Proposed Modification to 2022-2023 High School Student Handbook

Page 4, Class Schedule Changes

CLASS SCHEDULE CHANGES Schedules will be available at orientation or on the first day of school. All students are required to take four (4) high school credits per semester, including PSEO students. PSEO students are awarded 1 high school credit for each 4 college credits taken, meaning that 16 college credits are needed to be considered fulltime. Students must meet with the counselor or the principal each semester prior to registration to make sure credit requirements and graduation requirements are being met.

At the beginning of each semester, students may edit their course schedules, if there is room in the course. Students **MAY DROP or REPLACE A COURSE** from their schedules during the first 3 days of each semester only if they can replace that course with another appropriate course. The three day drop policy applies to PSEO students as well; a PSEO student has three days after the start of 1st or 2nd semester at the high school to withdraw from or drop a PSEO course without a high school penalty. Students that withdraw from a course after the high school 3 day deadline will receive an F on their high school transcript for a percentage of the course credit, based upon how much of a corresponding high school course is remaining; this will occur even if the university allows the student to take a W on their university transcript. Upon notification of the office or counselor of withdrawal from a PSEO course, the student will be placed into the corresponding number of high school classes needed to be considered fulltime.

Drop Policy Example: If a student drops a 4 credit PSEO class at the beginning of second quarter, they will receive an F for .5 credits and be placed into an additional course during their previously scheduled PSEO time for a block worth .5 credits for that quarter. LAHS has no way of making up that .5 credit that was lost due to the drop at the end of the quarter.

Students may apply for a schedule change at the counseling office. Approvals for schedule changes will be given on the merit of each case individually and WILL NOT BE AUTOMATIC. Schedule changes are limited to available seats in courses, and classes will not be over enrolled for a schedule change.

PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement (this “Agreement”) is made on this ____ day of _____, 2023 (the “Effective Date”), by and between Independent School District No. 857, Lewiston-Altura Public Schools, a body corporate and politic in the State of Minnesota (the “Seller”) and the City of Altura, a Minnesota municipal corporation (the “Buyer”).

2. SUBJECT PROPERTY. The Seller is the owner of that certain real property consisting of a school building, parking lot, and field, located at 325 1st Avenue in Altura, Minnesota (PID No. 21.000.0110), legally described on Exhibit A (the “Property”).

3. OFFER/ACCEPTANCE. In consideration of the mutual agreements herein contained and other good and valuable consideration, the Buyer offers and agrees to purchase, and the Seller agrees to sell and hereby grants to the Buyer the exclusive right to purchase the Property and all buildings, improvements, and fixtures thereon, together with all appurtenances, including, but not limited to, plants, shrubs, trees, and grass.

4. PERSONAL PROPERTY. The Buyer acknowledges that Seller will be auctioning off items of personal property that are currently located on the Property prior to the Closing Date, and that the only items of personal property included in the sale of the Property are those items listed on Exhibit B attached hereto.

5. PURCHASE PRICE AND TERMS:

A. PURCHASE PRICE. The Buyer shall pay the Seller Sixty-Seven Thousand and Five Hundred Dollars (\$67,500) for the Property (the “Purchase Price”).

B. EARNEST MONEY. Upon execution of this Agreement by both parties, the Buyer shall deposit \$3,000 in earnest money (the “Earnest Money”) with the Seller, which may be placed in an interest-bearing account. The Earnest Money shall be applied towards the Purchase Price at Closing.

C. TERMS:

(1) BALANCE DUE SELLER. The Buyer agrees to pay the Purchase Price, less the Earnest Money to the Seller by certified or cashier’s check or by wire transfer at Closing.

(2) DEED/MARKETABLE TITLE. Subject to performance by the Buyer, the Seller agrees to execute and deliver a quit claim deed conveying marketable title to the Property to the Buyer, subject only to the following exceptions:

a. A restriction that:

The Buyer and any successors in interest are prohibited from using the Property as a public school, private school, or charter school, or any other school providing general education instruction for any students who are in kindergarten through twelfth grade.

The Buyer and any successors in interest are prohibited from using the Property for supervised care for children who are in kindergarten through twelfth grade during the hours of the Seller's standard school day, on days on which school is held by the Seller. Notwithstanding the above, the Buyer may use the Property for supervised care for children who are in kindergarten through twelfth grade outside the hours of the Seller's standard school day or on days in which school is not held by the Seller.

The Buyer and any successors in interest are prohibited from using the Property for early childhood programming, except with the written permission of the Grantor. For the purposes of this restriction, "Early Childhood Programming" is defined as programming or childcare for children from birth to those enrolled in kindergarten.

The above provision may be waived at Seller's sole discretion by Seller's governing board adopting and providing to Buyer, in a recordable form, a statement waiving the above restriction on Buyer's use of the Property under this provision.

The foregoing deed restriction will expire 40 years from the date of the recording of the Quit Claim Deed in the Winona County land records.

- b. Building and zoning laws, ordinances, and state and federal regulations.
- c. Reservation of minerals or mineral rights to the State of Minnesota, if any.
- d. Title defects waived by the Buyer pursuant to Section 6 below.

6. CONTINGENCIES.

A. Notwithstanding any other provision in this Agreement to the contrary, the parties agree that the purchase of the Property is subject to the following contingencies, which must be accepted or waived before the expiration of the Review Period hereafter defined, unless a shorter period is expressly provided herein:

- (1)** Title to the Property shall be acceptable to the Buyer;
- (2)** The Buyer shall have the right during the Review Period to conduct such tests, surveys, examinations, inspections, reviews, and other studies of the Property

which the Buyer desires to conduct, at the Buyer's expense, as defined in Section 7;

(3) The Buyer shall have the right during the Review Period to seek any governmental or third-party approvals with respect to the Property that the Buyer believes may be necessary or suitable for the Buyer's intended use of the Property.

B. During the Review Period as defined by Section 7, the Buyer may, by giving written notice to the Seller, either:

(1) Terminate this Agreement; or

(2) Waive any contingencies listed above and proceed to Closing.

If the Buyer elects to terminate this Agreement under paragraph (B)(1) of this Section, then, upon the Seller's receipt of the Buyer's written notice of termination, and provided the Buyer is not otherwise in default hereunder, the Earnest Money shall be refunded to the Buyer, and this Agreement shall be null and void and neither party shall have any further obligation to the other.

7. DUE DILIGENCE PERIOD. For a maximum of 30 calendar days after the mutual execution of this Agreement (the "Due Diligence Period"), the Buyer shall have the right, but not the obligation to conduct, at the Buyer's sole expense, any testing, investigation, or inspection, or may seek governmental or third-party approvals, with respect to the Property that the Buyer believes may be necessary or suitable for the Buyer's intended use of the Property. The Buyer may also conduct such tests, surveys, examinations, inspections, reviews, and other studies of the Property, including, without limitation, soil and engineering/structural investigations, appraisals, Phase I and/or Phase II environmental assessments including soil borings and any other environmental studies, without limitation, during the Due Diligence Period at Buyer's sole discretion. The Seller shall cooperate with the Buyer's inspections and consent to any approval applications provided, however, no such approvals shall take effect until Closing. The Seller hereby grants to the Buyer and its agents access to the Property at all reasonable times to permit the proper performance of the aforementioned inspections. Any portion of the Property damaged or altered as the result of any survey, inspection, or test performed by the Buyer, its agents, employees, or contractors must be returned to its original condition by the Buyer, at the Buyer's expense. The Buyer agrees to indemnify and defend the Seller against any liens, claims, losses, injuries, or damages directly attributable by the Buyer's exercise of its right to enter and work upon the Property. The Buyer agrees to provide the Seller with a copy of any report or survey prepared as a result of such surveying, inspection, examination, or testing, upon request by the Seller. The Buyer's obligations under this Section shall survive termination of this Agreement.

8. CLOSING DATE. The closing of the sale of the Property (the "Closing") shall take place on _____, 2023, or on such other date as mutually agreed upon by the parties. The Closing shall take place at the Seller's District Office, 100 County Road 25, Lewiston, Minnesota, or at such other location as mutually agreed upon by the parties.

9. DELIVERY OF DOCUMENTS. Within 10 business days of the Seller's execution of this Agreement, the Seller must provide to the Buyer copies of all materials in the Seller's possession, if any, relating to the Property, including but not limited to, title reports, abstracts of title, soil reports, environmental reports, surveys, building plans, agreements with governmental authorities, or other records of the Property that the Seller has in the Seller's possession, including all Service Contracts, if any, defined in Section 15 (J)(the "Due Diligence Documents"). In the event that the transaction contemplated by this Agreement does not close for any reason, the Buyer shall return all documents and copies of documents provided by the Seller hereunder to the Seller, and this obligation shall survive termination of this Agreement.

10. DOCUMENTS TO BE DELIVERED AT CLOSING. The Buyer and the Seller agree to deliver the following documents at or prior to Closing:

- A. The Seller agrees to execute and deliver the following documents to the Buyer at Closing:
- (1) A duly recordable quit claim deed conveying fee simple title to the Property to the Buyer free and clear of all encumbrances subject only to the restrictions and exceptions stated in Section 5 (C)(2)(a)-(d) of this Agreement.
 - (2) Standard form Affidavit of Seller.
 - (3) Affidavit of the Seller confirming that the Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code.
 - (4) A completed Minnesota Well Disclosure Certificate or a statement that the Seller is not aware of any wells on the Property.
 - (5) The representations and warranties of the Seller contained in this Agreement must be true now and on the Closing Date as if made on the Closing Date, and the Seller shall have delivered to the Buyer at closing a certificate in a form acceptable to the Buyer, signed by an authorized representative of the Seller, certifying that such representations and warranties are true as of the Closing Date (the "Bring-Down Certificate").
 - (6) ALTA Statements or other form of Settlement Statement prepared by the Title Company.
 - (7) All keys to the Property.
 - (8) Authorizing resolutions or evidence of the Seller's authority and authorization to enter this transaction as may be required by the Title Company.
 - (9) Such other documents as may be reasonably required by the Title Company.

B. The Buyer agrees to execute and deliver the following documents to the Seller at Closing:

- (1) The balance of the Purchase Price, as adjusted for any earnest money pursuant to this Agreement.
- (2) The Buyer shall, where applicable, join with the Seller in the execution and delivery of the closing documents and instruments as may be required by the Title Company.
- (3) Authorizing resolutions or evidence of the Buyer's authority and authorization to enter this transaction as may be required by the Title Company.
- (4) Such other documents as may be reasonably requested by the Title Company to evidence performance by Buyer of its obligations under this Agreement, if any.

11. CLOSING COSTS AND RELATED ITEMS. The Seller will pay: (a) any special assessments, pending or levied, prior to the Closing Date; (b) deed transfer taxes; (c) recording fees for all instruments required to establish marketable title in the name of the Seller; (d) one-half of the Closing fee charged by the Title Company. The Buyer will pay: (a) the costs of any reports for any surveys, testing, or inspections conducted by the Buyer of the Property; (b) the cost of the title commitment, title search, name searches, and exam fees; (c) the cost of recording or filing the deed transferring title to the Property; (d) fees associated with an updated survey of the Property, if any survey is ordered; (e) the cost of the title insurance premium and endorsements, if any; (f) one-half of the Closing fee charged by the Title Company. Each party shall be responsible for paying its own attorneys' fees.

12. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

- A.** The Seller shall be responsible for all real estate taxes, including any deferred real estate taxes, penalties, or interest, for the years prior to the year in which Closing occurs. Real estate taxes for the year of Closing shall be prorated between the Buyer and the Seller as of the Closing Date.
- B.** The Seller shall pay all special assessments levied and constituting a lien against the Property as of the Closing Date, including, without limitation, special assessments certified for payment with the real estate taxes, any installments of special assessments, including interest payable with general real estate taxes in the year of Closing, and all deferred assessments. The Buyer shall also assume payment of any special assessments that are pending but not levied against the Property as of the Closing Date.

13. TITLE EXAMINATION. The Buyer shall, within a reasonable time after execution of this Agreement by both parties, obtain a commitment for title insurance from the Title Company or other evidence satisfactory to the Buyer ("Title Evidence") for the Property. The Buyer shall have 15 business days after receipt of the Title Evidence to examine the same and to deliver written objections to title, if any, to the Seller. The Seller shall have until 15 calendar days following the expiration of

the Due Diligence Period (or such later date as the parties may agree upon) to make title marketable, at the Seller's expense. In the event that title to the Property cannot be made marketable or is not made marketable by the Seller by the expiration of the Due Diligence Period, then, at the option of the Buyer, the Buyer may terminate this Agreement in accordance with Section 6 (B)(1) of this Agreement and the Earnest Money shall be refunded to the Buyer.

14. "AS IS, WHERE IS." The Buyer acknowledges that it has inspected or will have the opportunity to inspect the Property and agrees to accept the Property "AS IS" with no right of set off or reduction in the Purchase Price. The sale of the Property shall be without representation of warranties, express or implied, either oral or written, made by the Seller or any official, employee, or agent of the Seller with respect to the physical condition of the Property, including but not limited to, the existence or absence of petroleum, asbestos, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, except as stated above. The Buyer acknowledges and agrees that the Seller has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, past or present use, development, investment potential, tax ramifications or consequences, present or future zoning, habitability, merchantability, fitness or suitability for any purpose, all of which warranties the Seller hereby expressly disclaims, except as stated above. Except for the Seller's express representations and warranties contained in this Agreement, all other warranties, either express or implied, of the physical condition (including environmental condition) of the Property are void. The Buyer acknowledges that it and its representatives have or before Closing will have fully inspected the Property or will be provided with an adequate opportunity to do so, are or will be fully familiar with the condition thereof.

15. REPRESENTATIONS AND WARRANTIES BY THE SELLER. The Seller hereby represents and warrants to the Buyer as of the Closing Date that:

- A. Authority. The Seller is a public school district and political subdivision of the state of Minnesota; The person signing this Agreement and the Seller's closing documents on behalf of the Seller is authorized to do so.
- B. Legal Proceedings. There is no action, litigation, investigation, condemnation or proceeding of any kind pending or, to the best of the Seller's knowledge without investigation, threatened against the Seller related to the Property or any portion of the Property, and the Seller has no actual knowledge that any such action is contemplated.
- C. Bankruptcy. No action or proceeding shall have been commenced by or against the Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors, and no attachment, execution, lien, or levy shall have attached to or been issued with respect to the Seller's interest in all or a portion of the Property.
- D. Wells. There are no wells located on the Property.

- E. Individual Sewage Treatment Systems. There are no individual sewage treatment systems located on the Property.
- F. Methamphetamine Production. To the best of the Seller's knowledge, methamphetamine production has not occurred on the Property.
- G. Foreign Status. The Seller is not a "foreign person" as such term is defined in the Internal Revenue Code.
- H. Eminent Domain. To the best knowledge of the Seller, there is no existing or proposed or threatened eminent domain or similar proceeding, or private purchase in lieu of such a proceeding which would affect the Property in any material way.
- I. Rights of Others to Purchase Property. The Seller has not entered any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of this Agreement.
- J. Service Contracts. The Seller has not entered into any service, maintenance, supply, leasing, brokerage, and listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "Service Contracts") which will be binding upon the Buyer after the Closing.
- L. Underground Storage Tanks. The Seller knows no underground storage tanks located on the Property.

The provisions of this Section shall survive Closing. The representations and warranties contained in this Section shall be true and correct on the Effective Date and the Closing Date. The Seller shall indemnify and hold the Buyer harmless from any damages sustained by the Buyer that were caused by the Seller's material breach of any of the above representations and warranties, but only if the claim for indemnification is made within six months after the Closing Date.

16. REPRESENTATIONS AND WARRANTIES OF THE BUYER. The Buyer represents and warrants to the Seller as follows:

- A. Organization and Authority. Buyer represents and warrants to Seller that Buyer is a Minnesota municipal corporation, duly created under and subject to the laws of the State of Minnesota. Buyer has full power and authority to execute, deliver and perform under this Agreement and under the Closing Documents, and no third-party consent is required for Buyer to enter into and perform under this Agreement. The execution, delivery and performance of this Agreement and the Closing Documents have not and shall not constitute a breach or default under any other agreement, law or court order under which Buyer is a party or may be bound. This Agreement is a valid and binding obligation of Buyer and is enforceable in accordance with its terms.
- B. Consents. As of the Closing Date, the Buyer will have obtained all consents and approvals required to consummate the transactions contemplated in this Agreement.

- C. Indemnification for the Buyer's Investigation. The Buyer shall promptly pay when due any and all charges related to the Buyer's inspections, investigations, and testing of the Property.
- D. Legal Actions. There are no actions or proceedings pending or, to Buyer's actual knowledge, threatened against Buyer affecting Buyer's ability to perform any its obligations under this Agreement or the Closing Documents.

The representations and warranties contained in this Section shall survive Closing and shall be true and correct on the Effective Date and the Closing Date. The Buyer shall indemnify, defend, and hold the Seller harmless from any damages sustained by the Seller that were caused by the Buyer's material breach of any of the above representations and warranties, but only if the claim for indemnification is made within six months from the Closing Date.

17. REMEDY. In the event that any of the Seller's representations, warranties or covenants set forth in this Agreement are not true and correct as of the Closing Date, the Buyer may, in addition to its other remedies, elect to close under this Agreement notwithstanding the failure of such representation or warranty.

18. CONDEMNATION. If, prior to the Closing, eminent domain proceedings are commenced against all or any part of the Property by the federal government, the Seller shall immediately give notice to the Buyer of such fact and at the Buyer's option (to be exercised within 15 calendar days after the Seller's notice), this Agreement may be terminated, in which event neither party will have further obligations under this Agreement. In that event, any Earnest Money paid by the Buyer shall be returned to the Buyer. If the Buyer fails to give such notice, then there shall be no reduction in the Purchase Price, and the Seller shall assign to the Buyer at the Closing all of the Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, the Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without the Buyer's prior written consent.

19. BROKER COMMISSIONS. The Seller and the Buyer represent and warrant to each other that they have not dealt with any brokers, finders, or the like in connection with the transaction contemplated by this Purchase Agreement. The Seller and the Buyer each hereby agree to indemnify and hold the other harmless from and against all liability, loss, cost, damage, or expense (including, but not limited to, reasonable attorneys' fees and costs of litigation) which the other party shall suffer or incur because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying party for any compensation with respect to the entering into of this Agreement, the sale and purchase of the Property, or the consummation of the transactions contemplated herein. The foregoing indemnification shall survive Closing.

20. REMEDIES. If the Buyer or the Seller defaults on any of the agreements herein, the non-defaulting party may (i) terminate this Agreement, or (ii) seek specific performance of this Agreement, provided that any action for specific enforcement must be brought within six months after the date of the alleged breach. In the event of a default of this Agreement by the Seller, any Earnest

Money paid by the Buyer shall be returned to the Buyer. In the event of a default of this Agreement by the Buyer, the Seller shall retain the Earnest Money.

21. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which will be an original, but such counterparts together will constitute one and the same instrument.

22. AMENDMENT AND MODIFICATION. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or have any effect unless made in writing, is signed by the party to be bound and specifies with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by either party of any default by the other party shall not affect or impair any right arising from any previous or subsequent default.

23. NOTICES. Any notice, demand, request, or other communication which may or shall be given or served by the Seller on the Buyer or by the Buyer on the Seller, shall be deemed as given or served on the date the same is hand delivered or the date of receipt or the date of delivery if deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

If to the Seller: Independent School District No. 857
Attn: Superintendent
100 County Road 25
Lewiston, MN 55952

With a copy to: Kennedy & Graven, Chartered
Attn: Sarah J. Sonsalla
150 South 5th Street, Suite 700
Minneapolis, MN 55402

If to the Buyer: City of Altura
Attn: City Clerk
25 North Main St.
Altura, MN 55910

or such other address as either party may give to another party in accordance with this Section.

24. NO PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between the Seller and the Buyer relative to the Property.

25. SEVERABILITY. If any provision of this Agreement is held to be unenforceable or void by a court of competent jurisdiction, such provision shall be deemed severable and shall not affect the validity of the remaining terms of this Agreement.

26. CUMULATIVE RIGHTS. Except as may otherwise be provided herein, no right or remedy herein conferred on or reserved by either party is intended to be exclusive of any other right or remedy provided by law, but such rights and remedies shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or existing at law, equity or by statute.

27. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and no other agreement prior to this Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. This Agreement shall supersede all previous agreements and understandings, either or oral or written between the parties with respect to the Property.

28. BINDING EFFECT. This Agreement binds and benefits the parties and their successors and assigns.

29. CONTROLLING LAW. This Agreement has been made under the substantive laws of the State of Minnesota, and such laws shall control its interpretation.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

SELLER

**INDEPENDENT SCHOOL
DISTRICT NO. 857**

By: _____
Brein Maki
Its: Board Chair

By: _____
David Pringle
Its: Board Clerk

BUYER

CITY OF ALTURA

By: _____
John D. Mask
Its: Mayor

By: _____
Its: _____

EXHIBIT A
Legal Description of the Property

[to be added]

EXHIBIT B
Items of Personal Property Included in this Transaction

**INDEPENDENT SCHOOL DISTRICT NO. 857
LEWISTON-ALTURA PUBLIC SCHOOLS
WINONA COUNTY**

**RESOLUTION APPROVING THE SALE OF THE PROPERTY LOCATED AT: 325 1ST
AVENUE, LEWISTON, MN**

WHEREAS, Independent School District No. 857, Lewiston-Altura Public Schools, Winona County, Minnesota (the “District”) is the owner of real property located at: 325 1st Avenue, Altura, Minnesota, legally described on the attached Exhibit A (the “Property”); and

WHEREAS, the District desires to sell the Property; and

WHEREAS, the City of Altura, a Minnesota municipal corporation, (the “Buyer”) has offered to purchase the Property from the District; and

WHEREAS, the District and the Buyer desire to enter into a Purchase Agreement, the form of which is attached hereto as Exhibit B (the “Purchase Agreement”) under which, among other things, the District will convey the Property to the Buyer for a sale price of \$67,500.00.

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of Independent School District No. 857, Winona County, Minnesota as follows:

1. The recitals set forth herein are incorporated into and made a part hereof.
2. The proposed sale of the Property is hereby approved.
3. The Purchase Agreement is hereby approved.
4. Brein Maki, the Board Chair, and David Pringle, the Board Clerk, are hereby authorized and directed to execute all appropriate documents, including but not limited to a Purchase Agreement, to effectuate the conveyance of the Property to the Buyer; provided, however, that the District and the Buyer shall have met all conditions for conveyance of the Property set forth in the Purchase Agreement.
5. The Board Chair and Board Clerk, staff, and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent hereof.

Approved by the Board of Education of Independent School District No. 857, Winona County, Minnesota this _____ day of May, 2023.

INDEPENDENT SCHOOL DISTRICT NO. 857
WINONA COUNTY, MINNESOTA

By: _____
Brein Maki
Board Chair

Attest:

David Pringle
Board Clerk

EXHIBIT A
Legal Description of the Property
[to be inserted]

EXHIBIT B
Form of Purchase Agreement

PURCHASE AGREEMENT

1. PARTIES. This Purchase Agreement (this “Agreement”) is made on this ____ day of _____, 2023 (the “Effective Date”), by and between Independent School District No. 857, Lewiston-Altura Public Schools, a body corporate and politic in the State of Minnesota (the “Seller”) and the City of Altura, a Minnesota municipal corporation (the “Buyer”).

2. SUBJECT PROPERTY. The Seller is the owner of that certain real property consisting of a school building, parking lot, and field, located at 325 1st Avenue in Altura, Minnesota (PID No. 21.000.0110), legally described on Exhibit A (the “Property”).

3. OFFER/ACCEPTANCE. In consideration of the mutual agreements herein contained and other good and valuable consideration, the Buyer offers and agrees to purchase, and the Seller agrees to sell and hereby grants to the Buyer the exclusive right to purchase the Property and all buildings, improvements, and fixtures thereon, together with all appurtenances, including, but not limited to, plants, shrubs, trees, and grass.

4. PERSONAL PROPERTY. The Buyer acknowledges that Seller will be auctioning off items of personal property that are currently located on the Property prior to the Closing Date, and that the only items of personal property included in the sale of the Property are those items listed on Exhibit B attached hereto.

5. PURCHASE PRICE AND TERMS:

A. PURCHASE PRICE. The Buyer shall pay the Seller Sixty-Seven Thousand and Five Hundred Dollars (\$67,500) for the Property (the “Purchase Price”).

B. EARNEST MONEY. Upon execution of this Agreement by both parties, the Buyer shall deposit \$3,000 in earnest money (the “Earnest Money”) with the Seller, which may be placed in an interest-bearing account. The Earnest Money shall be applied towards the Purchase Price at Closing.

C. TERMS:

(1) BALANCE DUE SELLER. The Buyer agrees to pay the Purchase Price, less the Earnest Money to the Seller by certified or cashier’s check or by wire transfer at Closing.

(2) DEED/MARKETABLE TITLE. Subject to performance by the Buyer, the Seller agrees to execute and deliver a quit claim deed conveying marketable title to the Property to the Buyer, subject only to the following exceptions:

a. A restriction that:

The Buyer and any successors in interest are prohibited from using the Property as a public school, private school, or charter school, or any other school providing general education instruction for any students who are in kindergarten through twelfth grade.

The Buyer and any successors in interest are prohibited from using the Property for supervised care for children who are in kindergarten through twelfth grade during the hours of the Seller's standard school day, on days on which school is held by the Seller. Notwithstanding the above, the Buyer may use the Property for supervised care for children who are in kindergarten through twelfth grade outside the hours of the Seller's standard school day or on days in which school is not held by the Seller.

The Buyer and any successors in interest are prohibited from using the Property for early childhood programming, except with the written permission of the Grantor. For the purposes of this restriction, "Early Childhood Programming" is defined as programming or childcare for children from birth to those enrolled in kindergarten.

The above provision may be waived at Seller's sole discretion by Seller's governing board adopting and providing to Buyer, in a recordable form, a statement waiving the above restriction on Buyer's use of the Property under this provision.

- b. Building and zoning laws, ordinances, and state and federal regulations.
- c. Reservation of minerals or mineral rights to the State of Minnesota, if any.
- d. Title defects waived by the Buyer pursuant to Section 6 below.

6. CONTINGENCIES.

- A. Notwithstanding any other provision in this Agreement to the contrary, the parties agree that the purchase of the Property is subject to the following contingencies, which must be accepted or waived before the expiration of the Review Period hereafter defined, unless a shorter period is expressly provided herein:
 - (1) Title to the Property shall be acceptable to the Buyer;
 - (2) The Buyer shall have the right during the Review Period to conduct such tests, surveys, examinations, inspections, reviews, and other studies of the Property which the Buyer desires to conduct, at the Buyer's expense, as defined in Section 7;
 - (3) The Buyer shall have the right during the Review Period to seek any governmental or third-party approvals with respect to the Property that the Buyer believes may be necessary or suitable for the Buyer's intended use of the Property.
- B. During the Review Period as defined by Section 7, the Buyer may, by giving written notice to the Seller, either:
 - (1) Terminate this Agreement; or
 - (2) Waive any contingencies listed above and proceed to Closing.

If the Buyer elects to terminate this Agreement under paragraph (B)(1) of this Section, then, upon the Seller's receipt of the Buyer's written notice of termination, and provided the Buyer is not otherwise in default hereunder, the Earnest Money shall be refunded to the Buyer, and this Agreement shall be null and void and neither party shall have any further obligation to the other.

7. DUE DILIGENCE PERIOD. For a maximum of 30 calendar days after the mutual execution of this Agreement (the "Due Diligence Period"), the Buyer shall have the right, but not the obligation to conduct, at the Buyer's sole expense, any testing, investigation, or inspection, or may seek governmental or third-party approvals, with respect to the Property that the Buyer believes may be necessary or suitable for the Buyer's intended use of the Property. The Buyer may also conduct such tests, surveys, examinations, inspections, reviews, and other studies of the Property, including, without limitation, soil and engineering/structural investigations, appraisals, Phase I and/or Phase II environmental assessments including soil borings and any other environmental studies, without limitation, during the Due Diligence Period at Buyer's sole discretion. The Seller shall cooperate with the Buyer's inspections and consent to any approval applications provided, however, no such approvals shall take effect until Closing. The Seller hereby grants to the Buyer and its agents access to the Property at all reasonable times to permit the proper performance of the aforementioned inspections. Any portion of the Property damaged or altered as the result of any survey, inspection, or test performed by the Buyer, its agents, employees, or contractors must be returned to its original condition by the Buyer, at the Buyer's expense. The Buyer agrees to indemnify and defend the Seller against any liens, claims, losses, injuries, or damages directly attributable by the Buyer's exercise of its right to enter and work upon the Property. The Buyer agrees to provide the Seller with a copy of any report or survey prepared as a result of such surveying, inspection, examination, or testing, upon request by the Seller. The Buyer's obligations under this Section shall survive termination of this Agreement.

8. CLOSING DATE. The closing of the sale of the Property (the "Closing") shall take place on _____, 2023, or on such other date as mutually agreed upon by the parties. The Closing shall take place at the Seller's District Office, 100 County Road 25, Lewiston, Minnesota, or at such other location as mutually agreed upon by the parties.

9. DELIVERY OF DOCUMENTS. Within 10 business days of the Seller's execution of this Agreement, the Seller must provide to the Buyer copies of all materials in the Seller's possession, if any, relating to the Property, including but not limited to, title reports, abstracts of title, soil reports, environmental reports, surveys, building plans, agreements with governmental authorities, or other records of the Property that the Seller has in the Seller's possession, including all Service Contracts, if any, defined in Section 15 (J)(the "Due Diligence Documents"). In the event that the transaction contemplated by this Agreement does not close for any reason, the Buyer shall return all documents and copies of documents provided by the Seller hereunder to the Seller, and this obligation shall survive termination of this Agreement.

10. DOCUMENTS TO BE DELIVERED AT CLOSING. The Buyer and the Seller agree to deliver the following documents at or prior to Closing:

A. The Seller agrees to execute and deliver the following documents to the Buyer at Closing:

(1) A duly recordable quit claim deed conveying fee simple title to the Property to the Buyer free and clear of all encumbrances subject only to the restrictions and exceptions stated in Section 5 (C)(2)(a)-(d) of this Agreement.

- (2) Standard form Affidavit of Seller.
 - (3) Affidavit of the Seller confirming that the Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code.
 - (4) A completed Minnesota Well Disclosure Certificate or a statement that the Seller is not aware of any wells on the Property.
 - (5) The representations and warranties of the Seller contained in this Agreement must be true now and on the Closing Date as if made on the Closing Date, and the Seller shall have delivered to the Buyer at closing a certificate in a form acceptable to the Buyer, signed by an authorized representative of the Seller, certifying that such representations and warranties are true as of the Closing Date (the "Bring-Down Certificate").
 - (6) ALTA Statements or other form of Settlement Statement prepared by the Title Company.
 - (7) All keys to the Property.
 - (8) Authorizing resolutions or evidence of the Seller's authority and authorization to enter this transaction as may be required by the Title Company.
 - (9) Such other documents as may be reasonably required by the Title Company.
- B.** The Buyer agrees to execute and deliver the following documents to the Seller at Closing:
- (1) The balance of the Purchase Price, as adjusted for any earnest money pursuant to this Agreement.
 - (2) The Buyer shall, where applicable, join with the Seller in the execution and delivery of the closing documents and instruments as may be required by the Title Company.
 - (3) Authorizing resolutions or evidence of the Buyer's authority and authorization to enter this transaction as may be required by the Title Company.
 - (4) Such other documents as may be reasonably requested by the Title Company to evidence performance by Buyer of its obligations under this Agreement, if any.

11. CLOSING COSTS AND RELATED ITEMS. The Seller will pay: (a) any special assessments, pending or levied, prior to the Closing Date; (b) deed transfer taxes; (c) recording fees for all instruments required to establish marketable title in the name of the Seller; (d) one-half of the Closing fee charged by the Title Company. The Buyer will pay: (a) the costs of any reports for any surveys, testing, or inspections conducted by the Buyer of the Property; (b) the cost of the title commitment, title search, name searches, and exam fees; (c) the cost of recording or filing the deed transferring title to the Property; (d) fees associated with an updated survey of the Property, if any survey is ordered; (e) the cost of the title insurance premium and endorsements, if any; (f) one-half of the Closing fee charged by the Title Company. Each party shall be responsible for paying its own attorneys' fees.

12. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

- A. The Seller shall be responsible for all real estate taxes, including any deferred real estate taxes, penalties, or interest, for the years prior to the year in which Closing occurs. Real estate taxes for the year of Closing shall be prorated between the Buyer and the Seller as of the Closing Date.
- B. The Seller shall pay all special assessments levied and constituting a lien against the Property as of the Closing Date, including, without limitation, special assessments certified for payment with the real estate taxes, any installments of special assessments, including interest payable with general real estate taxes in the year of Closing, and all deferred assessments. The Buyer shall also assume payment of any special assessments that are pending but not levied against the Property as of the Closing Date.

13. TITLE EXAMINATION. The Buyer shall, within a reasonable time after execution of this Agreement by both parties, obtain a commitment for title insurance from the Title Company or other evidence satisfactory to the Buyer (“Title Evidence”) for the Property. The Buyer shall have 15 business days after receipt of the Title Evidence to examine the same and to deliver written objections to title, if any, to the Seller. The Seller shall have until 15 calendar days following the expiration of the Due Diligence Period (or such later date as the parties may agree upon) to make title marketable, at the Seller’s expense. In the event that title to the Property cannot be made marketable or is not made marketable by the Seller by the expiration of the Due Diligence Period, then, at the option of the Buyer, the Buyer may terminate this Agreement in accordance with Section 6 (B)(1) of this Agreement and the Earnest Money shall be refunded to the Buyer.

14. “AS IS, WHERE IS.” The Buyer acknowledges that it has inspected or will have the opportunity to inspect the Property and agrees to accept the Property “AS IS” with no right of set off or reduction in the Purchase Price. The sale of the Property shall be without representation of warranties, express or implied, either oral or written, made by the Seller or any official, employee, or agent of the Seller with respect to the physical condition of the Property, including but not limited to, the existence or absence of petroleum, asbestos, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, except as stated above. The Buyer acknowledges and agrees that the Seller has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, past or present use, development, investment potential, tax ramifications or consequences, present or future zoning, habitability, merchantability, fitness or suitability for any purpose, all of which warranties the Seller hereby expressly disclaims, except as stated above. Except for the Seller’s express representations and warranties contained in this Agreement, all other warranties, either express or implied, of the physical condition (including environmental condition) of the Property are void. The Buyer acknowledges that it and its representatives have or before Closing will have fully inspected the Property or will be provided with an adequate opportunity to do so, are or will be fully familiar with the condition thereof.

15. REPRESENTATIONS AND WARRANTIES BY THE SELLER. The Seller hereby represents and warrants to the Buyer as of the Closing Date that:

- A. Authority. The Seller is a public school district and political subdivision of the state of Minnesota; The person signing this Agreement and the Seller's closing documents on behalf of the Seller is authorized to do so.
- B. Legal Proceedings. There is no action, litigation, investigation, condemnation or proceeding of any kind pending or, to the best of the Seller's knowledge without investigation, threatened against the Seller related to the Property or any portion of the Property, and the Seller has no actual knowledge that any such action is contemplated.
- C. Bankruptcy. No action or proceeding shall have been commenced by or against the Seller under the federal bankruptcy code or any state law for the relief of debtors or for the enforcement of the rights of creditors, and no attachment, execution, lien, or levy shall have attached to or been issued with respect to the Seller's interest in all or a portion of the Property.
- D. Wells. There are no wells located on the Property.
- E. Individual Sewage Treatment Systems. There are no individual sewage treatment systems located on the Property.
- F. Methamphetamine Production. To the best of the Seller's knowledge, methamphetamine production has not occurred on the Property.
- G. Foreign Status. The Seller is not a "foreign person" as such term is defined in the Internal Revenue Code.
- H. Eminent Domain. To the best knowledge of the Seller, there is no existing or proposed or threatened eminent domain or similar proceeding, or private purchase in lieu of such a proceeding which would affect the Property in any material way.
- I. Rights of Others to Purchase Property. The Seller has not entered any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of this Agreement.
- J. Service Contracts. The Seller has not entered into any service, maintenance, supply, leasing, brokerage, and listing and/or other contracts relating to the Property (along with all amendments and modifications thereof, the "Service Contracts") which will be binding upon the Buyer after the Closing.
- L. Underground Storage Tanks. The Seller knows no underground storage tanks located on the Property.

The provisions of this Section shall survive Closing. The representations and warranties contained in this Section shall be true and correct on the Effective Date and the Closing Date. The Seller shall indemnify and hold the Buyer harmless from any damages sustained by the Buyer that were caused by the Seller's material breach of any of the above representations and warranties, but only if the claim for indemnification is made within six months after the Closing Date.

16. REPRESENTATIONS AND WARRANTIES OF THE BUYER. The Buyer represents and warrants to the Seller as follows:

- A. Organization and Authority. Buyer represents and warrants to Seller that Buyer is a Minnesota municipal corporation, duly created under and subject to the laws of the State of Minnesota. Buyer has full power and authority to execute, deliver and perform under this Agreement and under the Closing Documents, and no third-party consent is required for Buyer to enter into and perform under this Agreement. The execution, delivery and performance of this Agreement and the Closing Documents have not and shall not constitute a breach or default under any other agreement, law or court order under which Buyer is a party or may be bound. This Agreement is a valid and binding obligation of Buyer and is enforceable in accordance with its terms.
- B. Consents. As of the Closing Date, the Buyer will have obtained all consents and approvals required to consummate the transactions contemplated in this Agreement.
- C. Indemnification for the Buyer's Investigation. The Buyer shall promptly pay when due any and all charges related to the Buyer's inspections, investigations, and testing of the Property.
- D. Legal Actions. There are no actions or proceedings pending or, to Buyer's actual knowledge, threatened against Buyer affecting Buyer's ability to perform any its obligations under this Agreement or the Closing Documents.

The representations and warranties contained in this Section shall survive Closing and shall be true and correct on the Effective Date and the Closing Date. The Buyer shall indemnify, defend, and hold the Seller harmless from any damages sustained by the Seller that were caused by the Buyer's material breach of any of the above representations and warranties, but only if the claim for indemnification is made within six months from the Closing Date.

17. REMEDY. In the event that any of the Seller's representations, warranties or covenants set forth in this Agreement are not true and correct as of the Closing Date, the Buyer may, in addition to its other remedies, elect to close under this Agreement notwithstanding the failure of such representation or warranty.

18. CONDEMNATION. If, prior to the Closing, eminent domain proceedings are commenced against all or any part of the Property by the federal government, the Seller shall immediately give notice to the Buyer of such fact and at the Buyer's option (to be exercised within 15 calendar days after the Seller's notice), this Agreement may be terminated, in which event neither party will have further obligations under this Agreement. In that event, any Earnest Money paid by the Buyer shall be returned to the Buyer. If the Buyer fails to give such notice, then there shall be no reduction in the Purchase Price, and the Seller shall assign to the Buyer at the Closing all of the Seller's right, title and interest in and to any award made or to be made in the condemnation proceedings. Prior to the Closing Date, the Seller shall not designate counsel, appear in, or otherwise act with respect to the condemnation proceedings without the Buyer's prior written consent.

19. BROKER COMMISSIONS. The Seller and the Buyer represent and warrant to each other that they have not dealt with any brokers, finders, or the like in connection with the transaction contemplated by this Purchase Agreement. The Seller and the Buyer each hereby agree to indemnify and hold the other

harmless from and against all liability, loss, cost, damage, or expense (including, but not limited to, reasonable attorneys' fees and costs of litigation) which the other party shall suffer or incur because of any claim by a broker, agent, or finder claiming by, through, or under such indemnifying party for any compensation with respect to the entering into of this Agreement, the sale and purchase of the Property, or the consummation of the transactions contemplated herein. The foregoing indemnification shall survive Closing.

20. REMEDIES. If the Buyer or the Seller defaults on any of the agreements herein, the non-defaulting party may (i) terminate this Agreement, or (ii) seek specific performance of this Agreement, provided that any action for specific enforcement must be brought within six months after the date of the alleged breach. In the event of a default of this Agreement by the Seller, any Earnest Money paid by the Buyer shall be returned to the Buyer. In the event of a default of this Agreement by the Buyer, the Seller shall retain the Earnest Money.

21. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which will be an original, but such counterparts together will constitute one and the same instrument.

22. AMENDMENT AND MODIFICATION. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or have any effect unless made in writing, is signed by the party to be bound and specifies with particularity the extent and nature of such amendment, modification, or waiver. Any waiver by either party of any default by the other party shall not affect or impair any right arising from any previous or subsequent default.

23. NOTICES. Any notice, demand, request, or other communication which may or shall be given or served by the Seller on the Buyer or by the Buyer on the Seller, shall be deemed as given or served on the date the same is hand delivered or the date of receipt or the date of delivery if deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

If to the Seller: Independent School District No. 857
Attn: Superintendent
100 County Road 25
Lewiston, MN 55952

With a copy to: Kennedy & Graven, Chartered
Attn: Sarah J. Sonsalla
150 South 5th Street, Suite 700
Minneapolis, MN 55402

If to the Buyer: City of Altura
Attn: City Clerk
25 North Main St.
Altura, MN 55910

or such other address as either party may give to another party in accordance with this Section.

24. NO PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between the Seller and the Buyer relative to the Property.

25. SEVERABILITY. If any provision of this Agreement is held to be unenforceable or void by a court of competent jurisdiction, such provision shall be deemed severable and shall not affect the validity of the remaining terms of this Agreement.

26. CUMULATIVE RIGHTS. Except as may otherwise be provided herein, no right or remedy herein conferred on or reserved by either party is intended to be exclusive of any other right or remedy provided by law, but such rights and remedies shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or existing at law, equity or by statute.

27. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and no other agreement prior to this Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. This Agreement shall supersede all previous agreements and understandings, either or oral or written between the parties with respect to the Property.

28. BINDING EFFECT. This Agreement binds and benefits the parties and their successors and assigns.

29. CONTROLLING LAW. This Agreement has been made under the substantive laws of the State of Minnesota, and such laws shall control its interpretation.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date written above.

SELLER

**INDEPENDENT SCHOOL
DISTRICT NO. 857**

By: _____

Brein Maki

Its: Board Chair

By: _____

David Pringle

Its: Board Clerk

BUYER

CITY OF ALTURA

By: _____

John D. Mask

Its: Mayor

By: _____

Its: _____

EXHIBIT A

Legal Description of the Property

[to be added]

EXHIBIT B

Items of Personal Property Included in this Transaction

[to be added]

AUCTION CONTRACT

THIS AUCTION AGREEMENT (hereinafter "Agreement") is made and entered into this 4th day of May 2023 by and between Grafe Auction Co., a Minnesota corporation, auctioneer, (hereinafter "Grafe Auction") and Lewiston-Altura School District, ISD #857, hereinafter "Seller," and together with Grafe Auction, the "Parties").

NOW, THEREFORE, in consideration of the Parties' mutual promises, and other good and valuable considerations, the receipt and sufficiency of which is hereby mutually acknowledged, the Parties hereto make the following agreement.

STATEMENT OF ENGAGEMENT

Seller engages Grafe Auction to sell, at public auction, the property described in the Exhibit "A" attached hereto or to be attached hereto at a later date, and by this reference, incorporated in this Agreement (the "Seller's Property"). The sale of Seller's Property will be on an "AS IS" and "WHERE IS" and "SUBJECT TO ALL FAULTS" with Grafe Auction being obligated to disclaim any implied warranties in each memorandum of sale, bill of sale and/or sales receipt issued by Grafe Auction hereunder, including disclaiming implied warranties of merchantability and/or fitness for a particular use or purpose.

PLACE OF SALE

Grafe Auction will conduct an auction on Seller's behalf at the following location: 100 County Road 25, Lewiston, MN 55952 (the location to be referred to herein as the "Premises").

TIME OF SALE

The time and location for any auction sale to be conducted herein (the "Time of Sale") shall be held at the Premises on date and time to be mutually agreed upon between the Parties, which agreement shall not be unreasonably denied, conditioned or withheld.

ONLINE BIDDING AND PUBLIC PREVIEW

Grafe Auction and Seller mutually agree online only bidding will be offered for the auction to be conducted hereunder. If facilitation of said online bidding, Grafe Auction may invite members of the public onto the Premises to view Seller's Property prior to such auction. Grafe Auction agrees that it shall be responsible for supervising such members of the public that attend such viewing and shall indemnify Seller against all claims arising from the same. Notwithstanding the foregoing, Seller and its agents and employees shall have the right, but not be obliged, to accompany and observe Grafe Auction and its representatives during its performance of said public viewing on the Premises.

DUTIES AND OBLIGATIONS OF AUCTIONEER

Pursuant to the sale of Seller's Property under this Agreement, Grafe Auction shall carry out the following duties and obligations:

- A. **Advertising.** Grafe Auction shall cause the auction sale of the Seller's Property to be advertised. Grafe Auction shall otherwise advertise the auction and sale of Seller's Property according to Grafe Auction's custom or the custom and usage of the business. Advertising shall include:
 - a. **Email Marketing.** Grafe Auction shall deliver email marketing to its list of interested parties.

- b. Social Media Marketing. Grafe Auction shall design and implement a social media marketing campaign to include promoted posts and ads to targeted audiences.
 - c. Search Engine Marketing. Grafe Auction shall design and implement a search engine marketing campaign to target individuals based on search terms and their relevance to Seller's Property.
 - d. Additional Marketing. Grafe Auction may implement additional marketing techniques as it deems necessary or is otherwise agreed upon between the Parties.
- B. Sale Without Reserve. Grafe Auction shall represent and conduct the auction as an absolute auction without reserve.
- C. Use of Best Efforts. Grafe Auction shall conduct the auction sale to the best of its ability and in accordance with best practices in the industry. Grafe Auction shall furnish such assistance as is reasonably necessary to efficiently market and conduct the sale of Seller's Property and shall do all other things necessary to affect an advantageous sale of Seller's Property.
 - a. However, Grafe Auction does not guarantee a sale and Grafe Auction is not responsible if Seller and/or any buyer at the auction fail to perform under the terms of their respective agreements concerning any property to be auctioned, or in the event of non-delivery of property by Seller to any such buyer.
- D. List of property sold and the prices. At the completion of the auction sale, Grafe Auction shall furnish a list of Seller's Property sold to each third-party buyer at the auction sale, along with the full and true amounts of sale prices and amounts received as deposits or otherwise for each sale.
- E. Minimum Disturbance. Grafe Auction shall use reasonable efforts to carry out the duties and obligations enumerated herein with such care, diligence and cooperation with Seller's personnel as will avoid accident, damage or harm to person or property, and disturbance to Seller's business operations conducted on the property in which the Premises are located.

POST AUCTION REMOVAL AND RIGGING SERVICES

Grafe Auction will retain the services of a third-party removal contractor (hereinafter the "Removal Contractor") to disconnect and make available for pick up all of Seller's Property that was sold hereunder at auction. Grafe Auction shall make all arrangements necessary with the buyers of Seller's Property to have them pick up the same within 5 days of the completion of each auction conducted hereunder. Grafe Auction agrees that it shall be responsible for supervising such members of the public that come onsite for pickup and shall indemnify Seller against all claims arising from the same. Notwithstanding the foregoing, Seller and its agents and employees shall have the right, but not shall not be obligated, to accompany and observe Grafe auction and its representatives during its performance of said pick up arrangements on the Premises.

Grafe Auction will also retain the services of the Removal Contractor to conduct a comprehensive removal of any remaining personal property and equipment of Seller from the Premises included hereunder, including disposal of all unsold personal property and equipment of Seller from the Premises, which services shall include, but not be limited to, repairing reimbursable damage to the Premises caused by the removal of such personal property and equipment, safely capping of all exposed electrical and water lines, leaving the facility in broom swept condition and otherwise in accordance with the condition required under the Seller's real property lease (if applicable) for the Premises, and vacating the Premises per the Seller's inspection. The Seller shall provide the Removal Contractor with copies of pertinent lease provisions from the Seller's real property lease (if applicable) for each Premises included herein.

Prior to the commencement of the sale of any Seller's Property, Grafe Auction shall require the Removal Contractor to furnish Grafe Auction and Seller with customary certificates of, or endorsements under, public liability and other insurance coverages as Seller reasonably requires. Said certificates and/or endorsements shall provide that such insurance shall not be canceled by the insurer except upon thirty (30) days' prior written notice to the insureds and shall confirm that Grafe Auction, the Seller and the landlord of the Premises (if applicable) is named as an additional insured under each such policy. Such coverage will remain in effect during the later of (i) the term of this Agreement or (ii) the Removal Contractor's presence upon any Premises included hereunder.

AUTHORITY OF AUCTIONEER

Pursuant to the auction and sale of Seller's Property under this Agreement, but only after Grafe Auction has received in full all consideration due hereunder from any third-party buyer, Grafe Auction is empowered to do the following on Seller's account:

- A. Signing Memorandum of Sale. Grafe Auction may sign any Memorandum of Sale (Bill of Sale/Sales Receipt) on behalf of and in the name of Seller, or in Grafe Auction's own name, in connection with the sale of Seller's Property.
- B. Prohibition against Warranties. Grafe Auction is prohibited and disabled from giving any warranty (express or implied) as to quality or description of Seller's Property.

PURPOSE

Grafe Auction accepts this engagement according to the terms of this Agreement and will perform same to the best of Grafe Auction's ability and in accordance with the best practices in the industry.

COOPERATION OF SELLER

Seller shall in all commercially reasonable respects cooperate with and further the interest of Grafe Auction in the discharge of Seller's duties under this Agreement by making the Seller's Property reasonably accessible for bidder review and by cleaning and removal of inventory, and as required by any applicable statute or regulation, and by this Agreement, and shall refrain from all acts that reasonably tend to interfere with Grafe Auction and discharge the Grafe Auction's duty under this Agreement whereas required by statute or regulation.

Seller further agrees not to sell or otherwise dispose of any of the Seller's Property which is subject to this contract or remove any of such Seller's Property from the Premises except for the purpose of protecting such Seller's Property until date of sale, after the date of this Agreement. Seller further agrees to assist Grafe Auction in preparing such Seller's Property for sale as may be reasonably required or necessary.

COMPENSATION OF AUCTIONEER AND PAYMENT TO SELLER

- A. Commission on Seller Property Sold. In consideration of performance of this Agreement, Grafe Auction shall receive, and Seller shall pay a commission (the "Commission") in the amount of nine percent (9%) of the total sale proceeds collected from sale of Seller's Property ("Sale Proceeds"). Said payment shall be made regardless of the method of sale, and not limited to sale at auction or package sale.
- B. Buyer's Premium on Seller Property Sold. Seller authorizes Grafe Auction to collect and retain from third party buyers a fifteen percent (15%) buyer's premium/fee, offer a three percent (3%) discount for cash or certified funds, and charge a three percent (3%) buyer's premium surcharge to online buyers of Seller's Property on the date of sale. The buyer's premium shall not affect the calculation of the Sales Proceeds.
- C. Settlement.
 - a. Grafe Auction will, within twelve banking days (holidays and weekends are excluded) following the auction conducted hereunder:
 - i. Deduct from the Sales Proceeds the Commission on Seller's Property sold, and Sale Expenses due to Grafe Auction;
 - ii. Remit, to Seller pursuant to the instructions to be provided by Seller, the remaining collected Sales Proceeds (the "Net Proceeds"); and
 - iii. Provide to Seller a written Final Report of Sale and an itemization of all Sale Expenses ("Settlement").
 - b. The Commission, buyer's premium(s), and the payment of reimbursable Sale Expenses shall constitute the full extent of any compensation due to Grafe Auction for the services provided in this Agreement.
 - c. If certain Sale Expenses are not available at the time Settlement is due (i.e., dumpsters or third-party services), the Seller will have the option to (1) delay Settlement until all Sale Expenses are

available, or (2) receive Settlement less reasonably projected Sale Expenses subject to final reconciliation as follows.

- i. At the time all Sale Expenses are substantiated, the Seller shall receive a written final accounting detailing the difference between the projected and actual Sale Expenses.
 1. No Sale Expenses shall be due to Grafe Auction if same are not reasonably substantiated within 28 days of the auction. To the extent Seller chose to receive Settlement less reasonably projected Sale Expenses and Grafe Auction subsequently fails to substantiate the same in accordance with the foregoing, such deducted Sale Expenses shall be immediately paid in full to Seller as part of Settlement.
- ii. Any amount due from a Party hereunder shall be immediately paid to the appropriate Party in accordance with this Agreement.

EXPENSES

Seller shall be liable for the sale expenses to be listed in this section. Seller may pay for such expenses directly but shall reimburse Grafe Auction to the extent that Grafe Auction expends any amounts in the discharge of Grafe Auction's duties under, or pursuant to the authority conferred on Grafe Auction by, this Agreement. Grafe Auction shall use commercially reasonable efforts to give Seller prior written notice of any expenditures by Grafe Auction for which reimbursement will be owed, so that Seller may have the option to pay for such expenses directly. If such reimbursement is necessary, it shall be deducted from the auction proceeds and accounted for on the Final Report of Sale Proceeds by Grafe Auction. The sale expenses are the following (individually a "Sale Expense" and collectively the "Sale Expenses"):

- A. **Advertising**. Seller shall be liable for the expense of advertising the auction sale as required under paragraph A of Section entitled "Duties and Obligations of Auctioneer" of this Agreement. Seller's advertising liability shall not exceed \$2,200.00. Grafe Auction shall provide Seller an itemized list of all advertising expenses.
- B. **Pre-auction Setup Fee**. Seller shall be liable for the expense of pre-auction setup. Grafe Auction shall receive, and Seller shall pay no more than \$500.00 total for pre-auction setup fees.
- C. **Post-auction Removal and Rigging Fee**. Seller shall be liable for the expense of post-auction removal and rigging fees. Grafe Auction shall receive, and Seller shall pay no more than \$4,000.00, total for post-auction removal and rigging fees.
- D. **Dumpsters**. Seller shall be liable for the expense of roll-off dumpsters. Seller's dumpster liability shall not exceed actual substantiated costs of dumpsters. (If applicable)
- E. **Freon Reclamation and Sprinkler Head**. Seller shall be responsible for the Freon reclamation at the Premises and removal of any sprinkler heads necessary to Seller's Property sold hereunder. Grafe Auction shall use commercially reasonable efforts to give Seller prior written notice of any of Seller's Property which Grafe Auction believes requires such Freon reclamation or sprinkler head removal, and thereafter the Seller agrees to have such reclamation and/or removal actions undertaken. (If applicable)

Grafe Auction will be solely responsible for all other costs, fees and expenses incurred while performing its duties under this Agreement, whether stated herein or otherwise incurred.

DEFAULT OR CANCELLATION

If, without the consent of Grafe Auction, the auction is prevented by default or cancellation of Seller (whereby such auction cannot be rescheduled or performed by Grafe Auction in the future), Seller shall pay to Grafe Auction a fee of \$5,000.00 plus Sale Expenses, if any, incurred to date of cancellation in lieu of any other amounts due under this Agreement. Without Grafe Auction's consent, Seller agrees not to sell any of Seller's Property prior to the auction, otherwise withdraw from the auction, or transfer or convey such property.

FORCE MAJEURE

Neither Grafe Auction nor the Seller will be held responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when such failure or delay is caused by or results from causes beyond the reasonable control of the affected party, including, without being limited to, fires, strikes, floods, adverse weather, acts of war, terrorism, riot, public disorder, acts of God, lawful acts of public authorities, electronic failures, communication failures, internet service disruptions, government order or law, action by any governmental authority, national or regional emergency, or health and safety concerns including but not limited to pandemics (a "Force Majeure Event").

The affected party shall give notice within seven (7) days of the Force Majeure Event to the other party, stating the period of time the occurrence is expected to continue.

The affected party shall use diligent efforts to end the failure or delay and ensure the effects of such Force Majeure Event are minimized and shall resume performance of its obligations as soon as reasonably practicable after the removal of the cause. If the affected party's failure or delay remains uncured for a period of thirty (30) days following written notice given by it under this section, the other party may thereafter terminate this Agreement without penalty upon seven (7) days' written notice. Reasonable expenses incurred to the date of termination by the affected party in regard to work performed under this Agreement shall be reimbursed by the other party as otherwise provided in this Agreement.

INSURANCE

Grafe Auction will carry and maintain, at all times hereunder, commercial general liability insurance coverage (including contractual liability insurance coverage) with such coverage to include bodily injury (including death) and property damage with per occurrence limits of not less than \$1,000,000.00 for bodily injury (including death) and \$1,000,000.00 for property damage (\$5,000,000 in the aggregate, which threshold may be met via umbrella coverage). In the event that employees of Grafe Auction and/or its agents or subcontractors (including but not limited to the Removal Contractor) enter the Premises and/or any real property occupied by, or under control of, the Seller in the performance of Grafe Auction's obligations under this Agreement; then, in any such event, Grafe Auction shall carry and maintain (and shall cause its agents or subcontractors to carry and maintain), at its/their cost and expense, the following policies of insurance: (a) commercial general liability insurance coverage (including contractual liability insurance coverage) with coverage to include bodily injury (including death) and property damage with per occurrence limits of at least \$1,000,000 (\$5,000,000 in the aggregate, which threshold may be met via umbrella coverage), (b) automobile liability insurance with a per accident combined single limit of not less than \$1,000,000, covering all owned, hired and/or non-owned automobiles, trucks, trailers, self-propelled equipment, and all other owned, hired, and non-owned vehicles registered for use on the public highway and/or used in providing services hereunder, (c) workers compensation insurance with statutory coverage and limits, (d) employers liability with a per accident/per disease/per employee limit of no less than \$1,000,000, and (e) any additional insurance coverage(s) not specifically listed above but otherwise required by applicable law, rule, or regulation as same may pertain to the services provided by Grafe Auction and/or its agents or subcontractors utilized hereunder. If any policy referenced above is written on a "claims made" basis; then, in such event, said policy must either be renewed for a two-year period subsequent to the term of this Agreement or, alternatively, Grafe Auction and/or its agents or subcontractors shall obtain and maintain an extended reporting period under said policy for a minimum period of two years subsequent to the term of this Agreement. All such policies shall name Seller as an additional insured (including any landlord of Seller, if same is required of Seller by a lease or other agreement). All such insurances shall provide that coverage thereunder shall not (i) be materially modified, lapse or be terminated without at least (30) days prior written notice to Seller and/or (ii) be subject to cancellation as to the additional insured by reason of any act or omission of the named insured (other than nonpayment for which notice shall be given). Upon execution of this Agreement, Grafe Auction shall furnish (and shall cause its Removal Contractor to furnish) to Seller a certificate of insurance and/or policy endorsements that satisfy the requirements of this paragraph, with each such certificate and/or policy endorsement sent to the Seller. Each policy obtained hereunder shall be written with a deductible or self-insured retention that is reasonably

acceptable to the Seller and shall be written with one or more carriers that have and maintain a minimum A.M. Best rating of A- and VIII or better and are licensed to write insurance in the state wherein the Premises is located. Seller's failure to object to Grafe Auction's failure to provide proof of any required policy, certificate or endorsement, or to object to any defect in any policy, certificate or endorsement to be provided by Grafe Auction and/or its Removal Contractor hereunder shall not serve to void or waive Grafe Auction's obligation to provide such coverage, certificate or endorsement. The policies to be obtained hereunder by Grafe Auction and/or its Removal Contractor shall be primary and noncontributory over any other existing insurance and Grafe Auction hereby waives (and shall cause its insurance carriers to waive) all rights of recovery it may have against Seller for any and all damages that are covered by any of the insurance policies that Grafe Auction is required to obtain hereunder. In the event Grafe Auction uses a third-party subcontractor or agent to perform services for it under this Agreement, it is expressly agreed herein that such subcontractor or agent must be acceptable to Seller and that Grafe Auction must ensure that any such agent or subcontractor is in full compliance with these insurance requirements. Notwithstanding the foregoing, Grafe Auction shall remain liable for the performance of its third-party subcontractors and agents.

Without in any way limiting the foregoing obligations, Grafe Auction and/or the Removal Contractor shall be fully and solely responsible for securing its personal property (and the personal property of its employees or agents, if any) against loss by fire, theft, casualty or otherwise and Seller shall have no liability whatsoever to Grafe Auction and/or the Removal Contractor (or its employees or agents, if any) with respect to same, it being fully understood and agreed herein that Seller and its affiliates shall be released from any and all such liability, whether directly or by way of subrogation, for any loss or damage to said property. FURTHERMORE, GRAFE AUCTION AND/OR THE REMOVAL CONTRACTOR (FOR ITSELF AND ITS EMPLOYEES OR AGENTS, IF ANY, HEREBY WAIVE AND RELEASE SELLER AND ITS AFFILIATES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION (INCLUDING CAUSES OF ACTION IN TORT OR CONTRACT OR ANY COMBINATION THEREOF), LOSSES, DAMAGES, LIABILITIES, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES AND COSTS) OF ANY AND EVERY KIND OR CHARACTER, KNOWN OR UNKNOWN, WHICH GRAFE AUCTION AND/OR THE REMOVAL CONTRACTOR OR ITS EMPLOYEES OR AGENTS, IF ANY, MIGHT HAVE AGAINST SELLER OR ITS AFFILIATES AT ANY TIME BY REASON OF OR ARISING OUT OF ANY LATENT OR PATENT DEFECTS OR PHYSICAL CONDITIONS AT THE PREMISES.

COMPLIANCE OF LAWS, RULES AND REGULATIONS

The Parties and their respective subcontractors (including, but not limited to, the Removal Contractor) shall obtain and maintain, or cause to be obtained and maintained, all required environmental and/or other permits, licenses and other authorizations required by federal, state and local law in order to conduct their businesses as described herein, and the Parties and their respective subcontractors shall conduct their businesses, or cause their businesses to be conducted, in substantial compliance with all such permits, licenses and authorizations as well as in compliance with all applicable laws, rules and regulations including, but not limited to, applicable environmental laws, rules and regulations (collectively herein the "Laws").

CHOICE OF LAW

This Agreement, and all suits and special proceedings under it, shall be construed in accordance with, and under, and pursuant to the laws of Minnesota, and in any action, special proceeding, or any other proceeding that may be brought or arising out of, in connection with, or by reason of this Agreement, the laws of Minnesota shall be applicable and shall govern to the exclusion of the laws of any other forum, without regard to the jurisdiction in which any such actions or special proceeding may be instituted. Grafe Auction and Seller agree that it is a material part of the bargain that Minnesota Law govern all disputes.

CHOICE OF FORUM

The Parties hereto hereby irrevocably agree and consent that any action at law, suit in equity and judicial proceeding arising directly, indirectly or otherwise in connection with, out of, related to or from this Agreement, or from the business relationship evidenced by this Agreement, shall be litigated only in the courts in the State of Minnesota, County of Olmsted. The Parties hereto waive any right that they may have to transfer or change the venue of any litigation resulting hereunder.

NO WAIVER

The failure of either Party to this Agreement to insist on the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, should not be construed as subsequently waiving any such terms and conditions, but the terms and conditions shall continue and remain in full force and effect as if no such forbearance have occurred.

WARRANTY OF TITLE

Seller represents that Seller has full power and authority to sell such Seller's Property and that it is free and clear of all liens or other encumbrances except as follows:

Item(s)	Mortgage or Lienholder	Unpaid Balance
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(If blank, Seller intends "NONE")

Seller shall indemnify, defend, and hold harmless Grafe Auction in connection with the sale of Seller's Property and any known or unknown claims of liens, lienholder, or other encumbrances in Seller's Property.

LIEN RELEASES

Grafe Auction shall assure that any and all materialman's, mechanic's, or other liens placed on the Premises in connection with the work to be performed by Grafe Auction and/or its employees, agents, contractors, and subcontractors hereunder are discharged immediately by Grafe Auction at its sole cost and expense upon the completion of the work performed, payment of Net Proceeds, and Settlement with Seller.

MUTUAL INDEMNIFICATION

Each Party agrees to indemnify, defend and hold harmless the other Party and its/their affiliates, and its/their respective members, directors, officers, employees, agents, successors and assigns (collectively, the "Other Party Indemnitees") from and against all liabilities, losses, demands, claims, fines, penalties, expenses, damages and costs (including reasonable and actual attorneys' fees and court costs) (collectively, "Losses") they may suffer as the result of third party claims, demands, actions, suits or judgments against them resulting from or arising out of: (a) the negligence, recklessness or willful misconduct on the part of the indemnifying Party (and/or the agents and subcontractors of said indemnifying Party); (b) the failure by the indemnifying Party (and/or the agents and subcontractors of said indemnifying Party) to comply with applicable Laws in connection with the exercise of any of its rights or the performance of any of its obligations hereunder; and/or (c) any breach of this Agreement by the indemnifying Party (and/or the agents and subcontractors of said indemnifying Party). The foregoing indemnification obligation shall not apply to the applicable portion of Losses to the extent resulting from or arising out of: (i) the negligence, recklessness or willful misconduct on the part of any of the Other Party Indemnitees; (ii) the failure by the other Party to comply with applicable Laws; and/or (iii) any breach of this Agreement by the other Party.

This section entitled "Mutual Indemnification" shall survive the termination or cessation of this Agreement.

EFFECT OF PARTIAL INVALIDITY

The invalidity of any portion of this Agreement will not and shall not be deemed to affect the validity of any other provision. If any provision of this Agreement is held to be invalid, the Parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both Parties subsequent to the expungement of the invalid provision.

ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding on either Party except to the extent incorporated in this Agreement.

MODIFICATION OF AGREEMENT

Any modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement shall be binding only if it is in writing, signed by each Party or an authorized representative of each Party.

ENFORCEMENT

If any Party brings a legal action against another Party to enforce the terms of this Agreement, in addition to any other relief to which the successful or prevailing Party or Parties ("Prevailing Party") is entitled, then the Prevailing Party is entitled to recover, and the non-Prevailing Party shall pay, all reasonable attorneys' fees of the Prevailing Party, court costs, and expenses, even if not recoverable by law as court costs, incurred in that action and all appellate proceedings related thereto.

ASSIGNMENT OF RIGHTS

The rights of each Party under this Agreement are personal to that Party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other Party, such consent not to be unreasonably withheld.

SECTION HEADINGS

The titles to the sections of this Agreement are solely for the convenience of the Parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this Agreement.

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SIGNATURES

Grafe Auction Co., a Minnesota corporation

SELLER

Judd T. Grafe
PO Box 338, Stewartville, MN 55976
Office: 800-328-5920
Email: info@grafeauction.com

Name: _____
Address: _____
Phone number: _____
Cell number: _____
Email: _____

Grafe Auction Co meets all state licensing requirements. The following licenses are listed as required by individual state law to be included in this contract and/or advertising.

AUCTION LICENSE NUMBERS FOR STATES REQUIRING LICENSES

<u>STATE</u>	<u>LICENSEE</u>	<u>LICENSE NUMBER</u>	<u>STATE</u>	<u>LICENSEE</u>	<u>LICENSE NUMBER</u>
AL	JTGrafe	1863	NC	JTGrafe	7777
AR	JTGrafe	1806	"	GAC	7798
DE	GAC	1993103649	ND	JTGrafe	687
FL	JTGrafe	AU3128	NH	JTGrafe	4023
"	GAC	AB2386	OH	JTGrafe	62-1995-68259
GA	JTGrafe	AUNR002849	"	GAC	63-1995-68249
IL	JTGrafe	441000360	PA	JTGrafe	AU004027
"	GAC	444000164	SC	JTGrafe	003650R
IN	JTGrafe	AU10000280	TN	JTGrafe	00005666
"	GAC	AC39300010	"	GAC	00004183
KY	JTGrafe	NP6011	TX	JTGrafe	13088
LA	GAC	AB-149	VA	GAC	2906-000395
"	JTGrafe	1563	"	JTGrafe	2907-003020
MA	JTGrafe	AU2551	VT	JTGrafe	057-0002418
ME	JTGrafe	AUC1507	WA	JTGrafe	2680
MD	JTGrafe	# changes annually	"	GAC	2270
MN	JTGrafe	# changes annually	WI	JTGrafe	419-052
MO	JTGrafe	# changes annually	"	GAC	62-053
MS	JTGrafe	993	WV	JTGrafe	1653
"	GAC	994F			

Adopted: _____

MSBA/MASA Model Policy 515

Orig. 1995

Revised: _____

Rev. 2022~~21~~

515 PROTECTION AND PRIVACY OF PUPIL RECORDS

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The school district 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 school district, pursuant to the requirements of 20 [United States Code section U.S.C. § 1232g, et seq.](#), (Family Educational Rights and Privacy Act (FERPA)) 34 [Code of Federal Regulations C.F.R. 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 school district, 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 a school or schools in the school district, 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 a school or schools in the school district.

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, ~~but is not limited to~~, 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 school district may choose not to designate some or all of the enumerated information as directory information. A school district 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 school district 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 school district 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 school district 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 school district.]

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 school district or by a party acting for the school district.
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 school district, provided education records maintained by the school district 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 school district 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 school district 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 school district.

- e. Records created or received by the school district after an individual is no longer a student at the school district 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.

HG. Juvenile Justice System

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

IH. 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 school district 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 school district 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 school district and regarding whom the school district maintains education records. Student also includes applicants for enrollment or registration at the school district and individuals who receive shared time educational services from the school district.

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: School districts 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 school district's legal counsel is recommended.]

PO. 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.

QP. 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 school district 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 school district 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 school district 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 C.F.R. § 99.31\(a\)](#).

C. Students with a Disability

The school district shall follow 34 [Code of Federal Regulations sections C.F.R. §§ 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 school district 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 school district 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 school district 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 school district 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 school district 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 school district whom the school district determines have a legitimate educational interest in such records;
- 2. To a contractor, consultant, volunteer, or other party to whom the school district has outsourced institutional services or functions provided that the outside

party:

- a. performs an institutional service or function for which the school district would otherwise use employees;
 - b. is under the direct control of the school district 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, school districts, 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 U.S.C. § 7917](#), [*insert the following if the school district 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 school district 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 school district 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 school district 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 school district 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 school district to whom information is disclosed violates this provision, the school district 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 school district 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 U.S.C. § 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 school district 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 school district to proceed with the legal action as a plaintiff. Also, if a parent or eligible student initiates a legal action against the school district, the school district may disclose to the court, without a court order or subpoena, the student's education records that are relevant for the school district 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 school district 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 school district 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 school district 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 a superintendent 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 school district 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 a superintendent 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 district 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 superintendent 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 U.S.C. § 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 school district 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 school district 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 school district may release records that only contain information about an individual obtained after he or she is no longer a student at the school district 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 school district).

C. Present Students and Parents

The school district 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 school district 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 school district has designated as directory information;
 - b. the parent's or eligible student's right to refuse to let the school district 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 school district 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 school district to specify that the disclosure of directory information will be limited to specific parties, for specific purposes, or both. If the school district 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 school district 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 school district 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 school district.]

2. Allow a reasonable period of time after such notice has been given for a parent or eligible student to inform the school district 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 school district from disclosing or requiring the student to disclose the student's name, ID, or school district e-mail address in a class in which the student is enrolled; or
 - b. prevent the school district 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 school district as directory information.
4. The school district 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 school district 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 school district 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 school district 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 a school district updates its enrollment forms in the ordinary course of business, the school district 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 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 school district. 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 school district 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 school district 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 school district 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 school district.
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 school district students, school district 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 school district, or by the chief attorney for the school district, not to pursue the civil legal action. However, such investigation may subsequently become active if the school district 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 school district 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 school district records pertaining to the student, including any tests or reports upon which the action proposed by the school district 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 school district will release the names, addresses, electronic mail address (which shall be the electronic mail addresses provided by the school district, 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 school district 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 school

district'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 school district 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 school district 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 school district 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 school district provided:
 - a. The disclosures meet the requirements of Section VI. of this policy; and
 - b. The school district 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 U.S.C. § 14071](#). However, the school district 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 U.S.C. § 14071](#) was repealed. School districts 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 school district.

D. Notification

The school district 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~~C.F.R.~~ § 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 school district improperly rediscloses personally identifiable information from education records or fails to provide notification required under this section of this policy, the school district 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 school district. 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 school district 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 school district;
 - 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 C.F.R.—§ 99.32](#) and to whom the school district disclosed information from an education record. The school district 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: [U.S.C.—§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 school district 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 school district.
5. The school district 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 school district disclosed the information.
6. The record of requests and disclosures shall be maintained with the education records of the student as long as the school district 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 school district 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 school district 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 school district 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 school district 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 school district 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 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.

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 school district 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 school district may presume that either parent of the student has authority to inspect or review the education records of a student unless the school district 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 school district 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 school district 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 school district 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 school district 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 school district to make. The request shall be signed and dated by the requestor.
2. The school district 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 school district 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 school district refuses to amend the education records of a student, the school district, 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 school district 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 school district 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 school district, 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 school district as part of the education records of

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

- b. if the education records of the student or the contested portion thereof is disclosed by the school district 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 school district 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 school district 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 school district 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 school district'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 school district may not require such a waiver.

XIX. ANNUAL NOTIFICATION OF RIGHTS

A. Contents of Notice

The school district 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 school district 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 school district has determined to have legitimate educational interests; and
6. That the school district 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 school district 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 school district 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 school district 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 superintendent'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)
MSBA School Law Bulletin "I" (School Records – Privacy – Access to Data)

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 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 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 20 U.S.C. § 7917, part of the federal Every Student Succeeds Act *[insert the following bracketed phrase if the school district has a policy regarding Staff Notification of Violent Behavior by Students]* [and 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

- 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.

[Note: The definition of directory information is found on page 515-2 of the school district's policy. This definition includes all of the types of information specifically referenced by state and federal law as directory information. A school district may choose not to include some or all of the enumerated information as directory information. A school district 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. A

school district also may specify in this section 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 school district 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 school district are advised. Designation of directory information 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 on disclosures will place on the school district.]

- 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.85 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 and 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 EDUCATIONAL INSTITUTIONS 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, [DESIGNATE TITLE OF INDIVIDUAL, I.E., BUILDING PRINCIPAL], BY [INSERT DATE] 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 RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS WITHOUT PRIOR CONSENT;**
- (7) SPECIFIC CATEGORY OR CATEGORIES OF DIRECTORY INFORMATION WHICH ARE NOT TO BE RELEASED TO THE PUBLIC, INCLUDING MILITARY RECRUITING OFFICERS AND POST-SECONDARY EDUCATIONAL INSTITUTIONS.**

Notice: Refusal to release the above information to military recruiting officers and post-secondary educational institutions 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, MINNESOTA

Dated: _____

Chair

[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.]

Adopted: _____

MSBA/MASA Model Policy 708

Orig. 1995

Revised: _____

Rev. 2022~~17~~

708 TRANSPORTATION OF NONPUBLIC SCHOOL STUDENTS

[Note: The obligations stated in this policy are largely governed by statute. ~~Statutory references are included throughout the policy.~~ 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 ~~school~~ 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 [Minn. Stat. §Minnesota Statutes sections 123B.88 and §123B.92](#) when applicable. ~~(Minn. Stat. § 123B.86, Subd. 1)~~
- B. Upon the request of a parent or guardian, the school district ~~shall~~**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 ~~shall~~**must** be provided whether ~~there is or is 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. ~~(Minn. Stat. § 123B.86, Subd. 2(a))~~
- 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. ~~(Minn. Stat. § 123B.86, Subd. 2(b))~~
- D. The school district ~~shall~~**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. ~~(Minn. Stat. § 123B.44, Subd. 1)~~

- 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. \(Minn. Stat. § 123B.86, Subd. 3; Minn. Stat. § 123B.91, Subd. 1a\)](#)
- F. Additional transportation to and from a nonpublic school may be provided at the expense of the school district ~~where-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 ~~shall-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. [\(Minn. Stat. § 125A.18\)](#)
- 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. [\(Minn. Stat. § 123B.88, Subd. 19; Minn. Rules Part 7470.1600, Subd. 1\)](#)
- 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.](#)
~~Each driver and aide assigned to a vehicle transporting students with a disability will be provided with appropriate training for the students in their care, will assist students with their safe ingress and egress from the bus, will ensure the proper use of protective safety devices, and will be provided with access to emergency health care information as required by law. (Minn. Rules Part 7470.1700)~~
- 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.

- ED. 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 ~~alternative dispute resolution and~~ due process procedures provided for in ~~Minn. Stat. Ch. Minnesota Statutes chapter~~ 125A. ~~(Minn. Rules Part 7470.1600, Subd. 2)~~

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 (~~Compliance by Nonpublic and Charter School Students~~)School District Bus Safety Requirements)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. Ch. 125A (~~Special Education and Special Programs~~Children With a Disability)
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 Disabilities)
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 (8th 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)
~~MSBA Service Manual, Chapter 2, Transportation~~

Adopted: _____

MSBA/MASA Model Policy 906

Orig. 1997

Revised: _____

____ Rev.

202206

906 COMMUNITY NOTIFICATION OF PREDATORY OFFENDERS

[Note: School board adoption of a policy regarding a predatory offender notification is discretionary. ~~The Sex Offender Community Notification Act, Minn. Stat. § 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. ~~The "Sex Offender Community Notification Act," Minn. Stat. § 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. ~~(Minn. Stat. § 244.052, Subds. 2, 3)~~

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.

~~(Minn. Stat. § 244.052, Subd. 3(e))~~

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.

~~(Minn. Stat. § 244.052, Subd. 4)~~

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.

~~(Minn. Stat. § 244.052, Subd. 1(3))~~

G. "Criminal history conviction data" is public data on a convicted criminal which is compiled by the State Bureau of Criminal Apprehension (BCA). ~~(Minn. Stat. § 13.87)~~

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; NoticeCommunity Notification](#))
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
~~34 U.S.C. 2090142 U.S.C. § 16901 et seq. (Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Program)~~
[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)

Adopted: _____

MSBA/MASA Model Policy 907

Orig. 2005

Revised: _____

Rev. 2022

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 DistrictsReward](#))

Cross References: None

Adopted: _____

MSBA/MASA Model Policy 208

Revised: _____

Orig. 1995

Rev. 2022

208 DEVELOPMENT, ADOPTION, AND IMPLEMENTATION OF POLICIES

[Note: The provisions of this policy are recommendations. The procedures for policy development, adoption, and implementation are not specifically provided by statute.]

I. PURPOSE

The purpose of this policy is to emphasize the importance of the policy-making role of the school board and provide the means for it 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 policies shall be maintained and modified as needed. Policies should define the desire and intent of the school board and should be in a form that is sufficiently explicit to guide administrative action.

III. DEVELOPMENT OF POLICY

- A. The school board has jurisdiction to legislate policy with the force and effect of law for the school district. School district policy provides the school board's general direction for the school district while delegating policy implementation to the administration.
- B. The school district's policies provide guidelines and goals to the school community. The policies are the basis for guidelines and directives created by the administration. The school board shall determine the effectiveness of policies by evaluating periodic reports from the administration.
- C. Policies may be proposed by a school board member, employee, student, or resident 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 AND REVIEW 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.
- B. The final action taken to adopt the proposed policy shall be approved by a simple majority vote of the school board at a meeting after the two meetings at which public input was received. The policy will be effective on the latter of the date of passage or the date stated in the motion.
- C. In an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board in a single meeting. A statement regarding the emergency and the need for immediate adoption of the policy shall be included in the minutes. The policy adopted in an emergency 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.

- 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 AND ACCESS TO 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.
- B. Each school board member shall have access to school district policies. A copy of the school district policies shall be placed in the office of each school attendance center and in the central school district office and shall be 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 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 Policy; 522 ; Student Sex Nondiscrimination; 524 Internet Acceptable Use and Safety Policy; 616 School District System Accountability; 722 Public Data Requests;~~ and 806 Crisis Management Policy.
- E. When no school board policy exists to provide guidance on a matter, the superintendent is authorized to act appropriately under the circumstances keeping in mind the mission, 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.

Legal References: Minn. Stat. § 123B.02, Subd. 1 (School District Powers)
Minn. Stat. § 123B.09, Subd. 1 (School Board Powers)

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

Adopted: _____

MSBA/MASA Model Policy 210

Orig. 1995

Revised: _____

Rev. 202208

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 [Minn. Stat. Ch. 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](#) ~~of the school board~~. Disclosure ~~must~~ 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 ~~must~~ 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 ~~must~~ 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 ~~must~~ 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~~ 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 ~~where-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 ~~where~~ 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 \$~~208~~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 ~~where-at which~~ all school board members are present, that employment ~~must-be is~~ immediately terminated and that school board member ~~will-have 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, ~~where-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. ~~In order for~~ 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 ~~where-in which~~ the contract is approved.

IV. LIMITATIONS ON RELATED EMPLOYEES

- A. The school board ~~can~~ must hire or dismiss teachers only at duly called meetings. ~~Where~~ 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~~)~~Teacher Hiring, Dismissal~~
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)
~~MSBA Service Manual, Chapter 1, School District Governance, Powers and Duties~~

Adopted: _____

MSBA/MASA Model Policy 211

Orig. 1995

Revised: _____

Rev. 202206

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 ~~aboutas to~~ 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~~Subd. 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 he or she~~ 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 ~~shall~~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~~Ch. 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, ~~he or she is to~~ 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 ~~who is~~ designated as the responsible authority ~~responsible~~ for the collection, use, and dissemination of data.

D. Service of Subpoenas

~~The policy of the school district is that its~~ 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~~ Subd. 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 ~~as to~~ whether to reimburse shall be made in the school board's discretion ~~of the school board~~. 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. ~~In order to further~~ 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 ~~there are~~ extenuating circumstances ~~exist~~, or the matter being investigated is school-related, or as otherwise provided by law.

2. If ~~such~~ 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~~, ~~626.556~~, ~~Subd. 10~~), 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: ~~Ch. 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)
Dypress v. School Committee of Boston, 446 N.E.2d 1099 (Mass. App. Ct. 1983)
Wood v. Strickland, 420 U.S. 308, ~~95 S.Ct. 992~~, ~~43 L.Ed.2d 214~~ (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)

Adopted: _____

MSBA/MASA Model Policy 701

Orig. 1995

Revised: _____

Rev. 20~~22~~~~11~~

701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

[Note: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]

I. PURPOSE

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

The policy of the school district is 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 or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. 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. §~~ Minnesota Statutes section 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial 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. Each year, the school district shall publish its adopted 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 the form prescribed by the Minnesota Commissioner of Education within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. 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. A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district. At the same time as this publication, the school district shall publish the other

information required by ~~Minn. Stat. §Minnesota Statutes section~~ -123B.10.

- 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 also 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 the superintendent 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 or the superintendent's designee 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 Minnesota Commissioner of Education as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

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)

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~~

Adopted: _____

MSBA/MASA Model Policy 701.1

Orig. 1996

Revised: _____

Rev. 202200

701.1 MODIFICATION OF SCHOOL DISTRICT BUDGET

[Note: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]

I. PURPOSE

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

The policy of this 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.

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

Cross References: MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)

~~MSBA Service Manual, Chapter 7~~

Adopted: _____

MSBA/MASA Model Policy 702

Revised: _____

Orig. 1995
Rev. 202206

702 ACCOUNTING

[Note: The provisions of this policy reflect the applicable statutes and are not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to adopt the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS) 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. §~~ [Minnesota Statutes section](#) 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 [Minnesota Statutes section](#) ~~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 [Minnesota Statutes section](#) ~~Minn. Stat. §~~ 123B.10 in the manner specified therein.

Legal References: Minn. Stat. § 123B.02 (~~General Powers of Independent School Districts~~) [School District Powers](#)
Minn. Stat. § 123B.09 (~~Boards of Independent School Districts~~) [School Board Powers](#)
Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.14, Subd. 7 (~~Officers of Independent School Districts~~) [Duties of School Board Clerk](#)
Minn. Stat. § 123B.75 (Revenue; [Reporting](#))
Minn. Stat. § 123B.76 (Expenditures; [Reporting](#))
Minn. Stat. § 123B.77 (Accounting, Budgeting and Reporting Requirements)
Minn. Stat. § 123B.78 (Cash Flow; [School District Revenues](#); [Borrowing for](#)

| [Current Operating Costs; Capital Expenditure](#); 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](#)

Adopted: _____

MSBA/MASA Model Policy 703

Orig. 1995

Revised: _____

Rev. ~~2019~~-2022

703 ANNUAL AUDIT

[Note: The provisions of this policy reflect the applicable statutes and are not discretionary in nature.]

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 [Minnesota](#) Commissioner of Education (Commissioner) on forms prescribed by the Commissioner. The report shall also include those items required by ~~Minn. Stat. §~~[Minnesota Statutes section](#) 123B.14, ~~subdivision~~[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 Audit Guide [for School Districts](#) 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 [Minnesota Statutes chapter Minn. Stat. Ch. 6](#).

Legal References: Minn. Stat. Ch. 6 (State Auditor)
Minn. Stat. § 123B.02 ([General Powers of Independent School Districts](#)~~School District Powers~~)
Minn. Stat. § 123B.09 ([Boards of Independent School Districts](#)~~School Board Powers~~)
Minn. Stat. § 123B.14, Subd. 7 ([Officers of Independent School Districts](#)~~Duties of School Board Clerk~~)
Minn. Stat. § 123B.77, Subds. 2 and 3 ([Audited Financial Statements; Statement for Comparison and Correction](#)~~Accounting, Budgeting, and Reporting Requirement~~)

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

Report to the School Board

May 8, 2023

By Elementary / Intermediate School Principal Dave Riebel

GOAL 1: THE DISTRICT WILL STRIVE TO PROVIDE THE BEST EDUCATIONAL PROGRAMS.

- Spring Assessments

The Minnesota Comprehensive Assessments (MCAs) were completed at the end of April. Our local fluency and comprehension benchmark assessments are ongoing and scheduled to wrap up the third week of May.

- Summer Programming

Reading and math supplemental instruction is planned for at Under the Sea themed summer school. Invitations have been sent for the three week program that will take place from July 17-Aug. 4 at the elementary school. Extended School Year (ESY) services for students with a qualifying IEP will also take place during the same window of time.

- Intermediate School Concert



The excitement level was high for the 1:30 matinee and 7:30 evening concerts. The 5th and sixth graders showcased their band and choir learning and skills in their spring concert. It was a bittersweet event for the staff as it was the last concert at the building. Thanks to Mr. Hamilton and Ms. Rupprecht for their preparation and presentations. As special acknowledgement to Ms. Rupprecht for the many years of enhancing the learning and skill levels of our intermediate students.



GOAL 2: THE DISTRICT WILL STRIVE TO HIRE, DEVELOP AND MAINTAIN THE BEST POSSIBLE STAFF.

No report this month.

GOAL 3: THE DISTRICT WILL STRIVE TO MAINTAIN A POSITIVE EMOTIONAL AND SAFE CLIMATE FOR LEARNERS AND STAFF.

- Arbor Day efforts



Thank you to 4th grade staff, Ms. Kennedy and Mr. Buringa, for organizing their 4th graders for annual Arbor Day efforts at our Elementary campus. Many hands make quick work was the theme as students and staff cleared the fall/winter remains from the building and campus landscaping and filled those areas with fresh wood chips. Several other grade level classrooms also took part in the efforts by roaming the campus areas to pick up the blown in trash left from the winter months. Fourth graders also



planted sapling trees in a Whitewater state forest area. Great efforts all!

GOAL 4: THE DISTRICT WILL STRIVE TO MAINTAIN AND IMPROVE THE DISTRICT'S INFRASTRUCTURE.

- District Auction:

Preparations continue for the anticipated district online auction triggered by the closing of the Intermediate School building. Staff continue to sort through areas to mark items for auction, move items from the Intermediate to the elementary and high school. Grafe Auction team members will join district staff to make final preparations on June 12-16 with the auction set to go live on June 19-21. Item pick up will continue throughout the auction week and close on June 23.

- Upcoming

Elementary music concerts = May 25

Last Day of School events= June 8

Teacher workshop= June 9



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 following Cardinals of the Week
 - Kaylee Kroenig
 - Allie Burns
 - Jacob Mayer
 - Emma Kiral
- Congratulations to the following Cardinals of the Month for May:
 - 7th Grade: Raylyn Lang
 - 8th Grade: Callie Schrandt
- Congratulations to the senior high school band and choirs on their performances at small group contest. Solo/Ensemble Contest: 13 events earning a total of 12 Superior Ratings (highest rating) and 1 Excellent Rating.
- Congratulations to our State FFA representatives.
- Congratulations to the following LAHS artists on their participation in the MSHSL regional art contest:
 - Elizabeth "Lizzy" Elsing - 3 Superiors, 1 Excellent
 - Marel McCann - 1 Superior
 - Juliana Samano - 1 Superior
 - Addison "Addie" Smith - 2 Superiors, 2 Excellent
 - Peyton Snitker - 1 Superior
 - Kersten Peaslee - 1 Superior
 - Diego Kreidermacher - 1 Superior
 - Dayton Harper - 2 Superiors
- Thank you to Mr. Wilmes and Mrs. Nusbaum for their work on Grand March. Thank you to the junior parents for their work on the Prom dance.

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

- High school teachers worked with in building trainers on Schoology, JMC, OneNote, and additional technology topics.
- Science department members evaluated a variety of curriculums for courses for next school year.

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

- Student council is prepping for homegoing week at the end of May.

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

- We received additional grant dollars for new laptops thanks to Jeff and his team. We have 60 new devices that arrived for next school year.
- Thanks to Matt, Joe, and Brian for all their work getting fields prepped with our ridiculous spring weather.

Upcoming Events

- May 11 – High School Conferences from 4-7
- May 12 – Rockstar Games at the High School
- May 29 – Memorial Day, No School
- June 2 – Tractor Day
- June 8 – Last Day of School, Senior Breakfast
- June 9 - Graduation



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

Superintendent's Report to the School Board
Respectfully Submitted by Gwen Carman
May 8, 2023

Meeting Agenda Item Notes

Dutchman's Crossing Drive The road that provides access to the parking lot behind the high school is equally owned by the City of Lewiston and Utica Township. (The border goes down the middle of the road.) Utica Township representative Mark Daley is on the agenda to discuss the road's need for repairs and a cost estimate they have received.

Purchase Agreement for Sale of Altura School and Property The Agenda includes a resolution to approve a Purchase Agreement to see the Altura School and Property to the City of Altura. The sale includes the equipment in the kitchen. A final closing date will be determined shortly but likely early/mid July. This is a significant milestone for the district.

Personnel Notes We have completed the necessary job postings and am pleased to recommend the rehires of teachers Zachary Vix, Schad Priem and Amanda Flesch to our staff in 2023-2024. Also on the Consent Agenda is the resignation of Mandy Rupperecht who has had a part-time music position at the Intermediate School. We are making the necessary adjustments to fill her position internally. Mr. Hamilton will teach 5th grade Band and 5th Grade music.

I am sorry to have Kara Prosen leave our Business Office. The challenges of limited childcare for toddlers in our community is impacting us an employer. Kara has been a great asset since she started in June 2022. I will keep you informed as we identify plans to fulfill the responsibilities of our office.

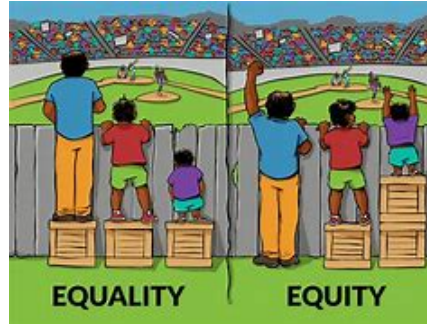
We also have 3 staff who have notified us of their retirements who have significant numbers of years with the district. We thank each of them for all that they have done for our students and school district and we wish them the best! Thank you Linda Pierce (paraprofessional, 32 years); Sue Kieffer (bus driver, 30 years), Dale Marxhausen (bus driver, 20 years).

High School Student Handbook Modification: Dr. Hanson is requesting modifications to the 2022-2023 Student Handbook to reflect necessary changes to address situations when PSEO courses are dropped by students after the start of a semester or quarter. These changes will provide clarity and consistency on transcripts and the impact of dropped PSEO classes on high school transcripts/grade point averages.

OTHER UPDATES

Community Survey Results As you know, the survey closes on May 5th. We will have a Special Meeting May 15th at 6:00pm with InGensa to hear and discuss the results.

Strategic Planning/Action Planning Bree, Dave, Cory and I are meeting with Jeff and Terry on May 17th to discuss/finalize action steps for our Strategic Planning goals' implementation.



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.