

Regular Monthly Meeting

Monday, July 15, 2024 6:00 PM

R-P Schools Forum Room, 1000 Pine Meadows Lane, Rushford, Minnesota 55971

1. Call to Order

2. Pledge of Allegiance

3. Roll Call

4. Adoption of Agenda

5. Public Comments - Limited to 5 minutes per person

6. CONSENT AGENDA (roll call vote)

6.A. June 17, 2024 Regular Monthly Meeting Minutes

6.B. Donations in the amount of \$4,517

6.C. June hand payables, wires & payroll liabilities
in the amount of \$371,463.59

6.D. June payroll in the amount of \$404,300.82

6.E. July board bills in the amount of \$678,453.10

6.F. PERSONNEL:

6.F.1. Jodi Peters - Leave of Absence, August 19
- November 1, 2024 *(tentative dates)*

7. NEW BUSINESS

7.A. Approve the resolution approving the Annual 10-year updated Long-Term Facilities Maintenance Plan. *(roll call vote)*

7.B. Authorize Superintendent Bernard to secure proposals for snow removal.

7.C. Approve the Resolution Relating to the Election of School Board Members and Calling the School District General Election. *(roll call vote)*

7.D. Approve the hiring of Smith Schafer to complete the audit of the 2023-2024 school year.

7.E. Approve the Bus Transportation contract with Bernard Bus Service for the 2024-2026 school years.

8. ADMIN REPORTS

8.A. Superintendent Report

9. BOARD COMMUNICATIONS

9.A. Hiawatha Valley Education District Report

10. INFORMATION:

School Board Election Filing Dates: July 30th - August 13th (District Office)

Regular Monthly Meeting: Monday, August 19, 2024,
6:00 p.m. in the Forum Room

11. ADJOURNMENT

MINUTES
REGULAR MEETING OF THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT #239

The regular meeting of the Rushford-Peterson School District #239 school board was called to order by Vice-Chairperson, Amy Woxland at 6:00 p.m. on Monday, June 17, 2024 in the Rushford-Peterson Schools Forum Room.

The Pledge of Allegiance was recited.

Members Present: Matt Helgemoe, Jeff Michel, Ken Sawle, Nancy Snyder and Amy Woxland

Members absent: Chris Grindland and Carl Schollmeier

Administration Present: Superintendent Ben Bernard and Angela Shepard

District Personnel: Toni Oian

Motion by Michel, seconded by Sawle to adopt the agenda as presented. Motion carried unanimously.

There were no public comments.

Motion by Snyder, seconded by Michel to approve the following consent agenda items: May 20, 2024 Regular Monthly Meeting Minutes; Donations in the amount of \$9,594.62; 2024-2025 MREA Membership; 2024-2025 MSBA Membership; May hand payables, wires & payroll liabilities in the amount of \$342,887.87, May payroll in the amount of \$324,695.94, June board bills in the amount of \$210,662.54; Personnel: Hires: Nathan Whitacre - MS/HS Special Education Teacher (Beginning Teacher - Step 1), Student workers: Custodial / Grounds: Jonah Bunke, Lucas Redalen, Carter Skree, Conner Vaughn and Matthew Sprague; Youth Recreation Coaches: Cassandra Boyum, Beau Grindland, Creighton Hoiness, Becca Magin, Torryn Schneider, Shelby Tesch and Nadia Happel; Kids Club Assistants: Giselle Kahoun, Kiara Johnson, and Aleksa Phillips; Community Ed Summer Rec Volunteer Coaches: Nick Agrimson, Ricky Anderson, Kelsey Anderson, John Boyum, Jason Colbenson, Keith Dencker, Brad Gorder, Emily Johnson, Sarah Lallaman, Jon Lesser, Mike Messenger, Dan Mlsna, Allen Parochka, Dustin Rislove, Tony Rislove and Carl Schollmeier. With a roll call vote of 5:0, motion carried unanimously.

Business Manager, Toni Oian presented the 2023-2024 budget revisions and the 2024-2025 budget.

Motion by Helgemoe, seconded by Sawle to approve the 2023-2024 budget revisions. Motion carried unanimously.

Motion by Sawle, seconded by Michel to approve the adoption of the 2024-2025 budget. Motion carried unanimously.

Motion by Helgemoe, seconded by Michel to approve the 2024-2026 custodial contract with MSEA (Minnesota School Employees Association). Motion carried unanimously.

Motion by Sawle, seconded by Snyder to approve the 2024-2025 agreement with Hiawatha Valley Mental Health. Motion carried unanimously.

Motion by Michel, seconded by Snyder to approve the Literacy Plan. Motion carried unanimously.

The board reviewed the bids that were submitted for gas, bread and milk for the 2024-2025 school year.

Motion by Michel, seconded by Sawle to accept the bids and select the following vendors for the 2024-2025 school year: Gas: Pam’s Corner; Bread: Pan-o-Gold; Milk: Kemps. Motion carried unanimously.

The MSHSL More than Membership Video was viewed.

Motion by Snyder, seconded by Michel to approve the Resolution to renew membership with the MSHSL for the 2024-2025 school year. With a roll call vote of 5:0, motion carried unanimously.

Motion by Sawle, seconded by Helgemoe to approve the Literacy Plan. Motion carried unanimously.

Motion by Helgemoe, seconded by Michel to designate Dr. Benjamin Bernard as the Identified Official with Authority for the MDE External User Access Recertification System. With a roll call vote of 5:0, motion carried unanimously.

Superintendent Bernard presented the Superintendent’s report.

Angela Shepard presented the Elementary report.

The Middle School / High School and Activities / Community Education reports were reviewed.

The Hiawatha Valley Education District Report was reviewed. Nancy Snyder will replace Amy Woxland as the District’s School Board Representative effective immediately.

INFORMATION: Regular Monthly Meeting – Monday, July 15, 2024, 6:00 p.m. in the Forum Room

Motion by Michel, seconded by Snyder, to adjourn the regular meeting at 6:35 p.m. Motion carried unanimously.

Amy Woxland, Vice-Chairperson

Matt Helgemoe, Clerk

DONATIONS - July 2024

5/30/2024	MiEnergy Cooperative	\$167	Holiday BB Tourney Sponsorship
6/7/2024	Foundation for RP Schools - Angel Fund	\$350	Summer School Snacks
6/27/2024	Dale Vetsch	\$4,000	Baseball Scoreboard

Total \$4,517

We thank the above donors for their generous donations and support of our school district and activities!

Rushford-Peterson Public School

JUNE 2024 HAND PAYABLES, WIRES & PAYROLL LIABILITIES

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Pay/Void			Amount	
									Print	Recon	Void		Date
001	p2412p	49705		Wire	1	49200	RUSHFORD STATE BANK		No	No	No	06/05/2024	60,002.25
001	p2412p	49706		Wire	1	12990	COMMISSIONER OF REVENUE		No	No	No	06/05/2024	9,519.92
001	p2412p	49707		Wire	1	2289	AVIBEN		No	No	No	06/14/2024	10,854.66
001	p2412p	49708		Wire	1	46168	PUBLIC EMPLOYEES RETIREMENT		No	No	No	06/14/2024	7,411.94
001	p2412p	49709		Wire	1	56000	TEACHERS RETIREMENT ASSN		No	No	No	06/14/2024	35,107.27
001	P24121	49779		Wire	1	2046	TRANSAX		No	No	No	06/18/2024	10.00
001	P24121	49780		Wire	1	2151	TUITION EXPRESS		No	No	No	06/18/2024	345.36
001	P24121	49781		Wire	1	2249	NELNET PAYMENT SERVICES		No	No	No	06/18/2024	5.87
001	P24121	49782		Wire	1	2249	NELNET PAYMENT SERVICES		No	No	No	06/18/2024	72.95
001	P24121	49783		Wire	1	2267	CARDCONNECT		No	No	No	06/18/2024	15.00
001	P24121	49789		Wire	1	2262	WEX HEALTH, INC.		No	No	No	06/26/2024	24.75
001	p2412q	49804		Wire	1	12990	COMMISSIONER OF REVENUE		No	No	No	06/27/2024	10,056.11
001	p2412q	49805		Wire	1	2110	GUARDIAN		No	No	No	06/27/2024	8,724.22
001	p2412q	49806		Wire	1	2132	COLONIAL LIFE & ACCIDENT INSURANCE		No	No	No	06/27/2024	1,348.26
001	p2412q	49807		Wire	1	2133	MN HEALTHCARE CONSORTIUM		No	No	No	06/27/2024	63,328.34
001	p2412q	49808		Wire	1	2289	AVIBEN		No	No	No	06/27/2024	19,639.32
001	p2412q	49809		Wire	1	46168	PUBLIC EMPLOYEES RETIREMENT		No	No	No	06/27/2024	5,957.01
001	p2412q	49810		Wire	1	49200	RUSHFORD STATE BANK		No	No	No	06/27/2024	62,204.07
001	p2412q	49811		Wire	1	56000	TEACHERS RETIREMENT ASSN		No	No	No	06/27/2024	40,167.71
001	P24121	49821		Wire	1	1903	KWIK TRIP		No	No	No	06/28/2024	5,416.25
001	P24121	49822		Wire	1	1903	KWIK TRIP		No	No	No	06/28/2024	304.00
001	P24121	49703	46185	Check	1	1231	RYE, WAYNE	Ind/Sole Proprietor	Yes	No	No	06/04/2024	683.69
001	P24121	49704	46186	Check	1	22401	HART, ROBERT		Yes	No	No	06/04/2024	660.00
001	p2412p	49710	46187	Check	1	37815	MN SCHOOL EMPLOYEE ASSN		Yes	No	No	06/05/2024	85.13
001	p2412p	49712	46188	Check	1	48175	RP EDUCATIONAL SUPPORT PERSONNEL		Yes	No	No	06/05/2024	133.03
001	p2412p	49711	46189	Check	1	48100	RUSHFORD-PETERSON EDUCATION		Yes	No	No	06/05/2024	2,441.20
001	P24121	49713	46190	Check	1	1015	CASH		Yes	No	No	06/05/2024	340.00
001	P24121	49714	46191	Check	1	50650	SCANTRON CORPORATION		Yes	No	No	06/06/2024	413.00
001	P24121	49771	46248	Check	1	2397	HUMBLE, TIFFANY		Yes	No	No	06/18/2024	757.50
001	P24121	49815	46250	Check	1	2306	FEINE, MELISSA		Yes	No	No	06/28/2024	80.00
001	P24121	49816	46251	Check	1	29702	JOSTEN'S		Yes	No	No	06/28/2024	231.79
001	P24121	49817	46252	Check	1	32040	MAAE		Yes	No	No	06/28/2024	385.00
001	P24121	49814	46253	Check	1	1954	MINNESOTA FFA ASSOCIATION		Yes	No	No	06/28/2024	195.00
001	P24121	49818	46254	Check	1	38000	MN STATE HIGH SCHOOL LEAGUE		Yes	No	No	06/28/2024	200.00
001	P24121	49813	46255	Check	1	1216	OLSTAD, JULIA		Yes	No	No	06/28/2024	1,536.00
001	P24121	49812	46256	Check	1	04698	QUALI-TEE SCREEN PRINTING		Yes	No	No	06/28/2024	2,240.00
001	P24121	49819	46257	Check	1	50625	SCHABER, RICK		Yes	No	No	06/28/2024	290.00
001	P24121	49820	46258	Check	1	54093	SPRING GROVE FAMILY SWIM CENTER		Yes	No	No	06/28/2024	156.00
001	P24121	49791	999946167	Check	1	1932	ANDERSON, CHRISTINE		Yes	No	No	06/26/2024	14.50

Report Total:	\$371,463.59
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Rushford-Peterson Public School
Payment Reg by Bank and Check

Bank		Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
001	P25013	49837			Check	1	02518	AMERICAN TIME		No	No	No	07/15/2024	1,875.00
001	P25013	49838			Check	1	1391	ACENTEK		No	No	No	07/15/2024	4,587.82
001	P25013	49839			Check	1	1408	HERITAGE		No	No	No	07/15/2024	1,610.00
001	P25013	49840			Check	1	1463	BOND TRUST SERVICES CORPORATIC		No	No	No	07/15/2024	475.00
001	P25013	49841			Check	1	1463	BOND TRUST SERVICES CORPORATIC		No	No	No	07/15/2024	405,500.00
001	P25013	49842			Check	1	15299	DISTRIBUTED WEBSITE CORPORATIO		No	No	No	07/15/2024	2,856.70
001	P25013	49843			Check	1	1802	HUDL		No	No	No	07/15/2024	11,400.00
001	P25013	49844			Check	1	1860	COULEE CONNECTIONS		No	No	No	07/15/2024	6,100.00
001	P25013	49845			Check	1	1884	POWER SCHOOL GROUP LLC		No	No	No	07/15/2024	5,955.67
001	P25013	49846			Check	1	2062	HEALTH-e PRO		No	No	No	07/15/2024	2,870.00
001	P25013	49847			Check	1	2091	MINNESOTA SCHOOL NUTRITION ASSC		No	No	No	07/15/2024	860.00
001	P25013	49848			Check	1	2174	COMMUNICATION AND THEATRE ASSN		No	No	No	07/15/2024	270.00
001	P25013	49849			Check	1	2203	NAVIGATE360, LLC		No	No	No	07/15/2024	3,246.87
001	P25013	49850			Check	1	2211	LOFFLER		No	No	No	07/15/2024	58.99
001	P25013	49851			Check	1	2285	RENAISSANCE		No	No	No	07/15/2024	4,411.68
001	P25013	49852			Check	1	2402	INSTITUTE FOR MULTI-SENSORY EDUC		No	No	No	07/15/2024	6,000.00
001	P25013	49853			Check	1	2404	MARSH & McLENNAN AGENCY, LLC		No	No	No	07/15/2024	83,755.31
001	P25013	49854			Check	1	36775	MINNESOTA RURAL ED ASSN		No	No	No	07/15/2024	1,805.00
001	P25013	49855			Check	1	37800	MINNESOTA SCHOOL BOARD ASSN.		No	No	No	07/15/2024	7,274.00
001	P25013	49856			Check	1	45380	PIONEER MANUFACTURING COMPANY		No	No	No	07/15/2024	687.82
001	P25013	49857			Check	1	46790	REGION V COMPUTER SERVICES		No	No	No	07/15/2024	3,383.75
001	P25013	49858			Check	1	51067	SCHUMACHER ELEVATOR COMPANY		No	No	No	07/15/2024	466.95
001	P25013	49859			Check	1	52157	SELCO		No	No	No	07/15/2024	375.46
001	P25013	49860			Check	1	53410	SOUTHEAST SERVICE COOPERATIVE		No	No	No	07/15/2024	1,750.00
001	P25013	49861			Check	1	61614	WASTE MANAGEMENT		No	No	No	07/15/2024	1,175.31
001	P2AP24	49862			Check	1	03144	APPLE COMPUTER INC		No	No	No	07/15/2024	4,740.00
001	P2AP24	49863			Check	1	04615	BERNARD BUS SERVICE		No	No	No	07/15/2024	30,903.52
001	P2AP24	49864			Check	1	04698	QUALI-TEE SCREEN PRINTING		No	No	No	07/15/2024	1,004.25
001	P2AP24	49865			Check	1	1095	COOLE SCHOOL		No	No	No	07/15/2024	689.52
001	P2AP24	49866			Check	1	13100	CONNAUGHTY SALES INC		No	No	No	07/15/2024	511.80
001	P2AP24	49867			Check	1	14282	DALCO		No	No	No	07/15/2024	1,434.28
001	P2AP24	49868			Check	1	1450	BSN SPORTS, LLC		No	No	No	07/15/2024	1,545.63
001	P2AP24	49869			Check	1	1586	PAN-O-GOLD BAKING CO.		No	No	No	07/15/2024	173.46
001	P2AP24	49870			Check	1	1654	ANDERSON AUTO, LLC		No	No	No	07/15/2024	910.20
001	P2AP24	49871			Check	1	16945	CARDMEMBER SERVICE		No	No	No	07/15/2024	19,277.28
001	P2AP24	49872			Check	1	18398	FILLMORE COUNTY JOURNAL		No	No	No	07/15/2024	139.55
001	P2AP24	49873			Check	1	1986	QUADIENT LEASING USA, INC.		No	No	No	07/15/2024	172.50
001	P2AP24	49874			Check	1	2033	MUSIC MART		No	No	No	07/15/2024	328.00
001	P2AP24	49875			Check	1	2188	NOW MICRO INC.	S Corporation	No	No	No	07/15/2024	2,586.00

Rushford-Peterson Public School
Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Tax Class	Print	Recon	Void	Pay/Void Date	Amount
001	P2AP24	49876		Check	1	2189	MRI SOFTWARE LLC		No	No	No	07/15/2024	30.00
001	P2AP24	49877		Check	1	2211	LOFFLER		No	No	No	07/15/2024	191.05
001	P2AP24	49878		Check	1	22380	HARRIS REFRIGERATION		No	No	No	07/15/2024	2,228.06
001	P2AP24	49879		Check	1	2248	MUD HOLE CUSTOM TACKLE, INC		No	No	No	07/15/2024	7.55
001	P2AP24	49880		Check	1	2385	MTI DISTRIBUTING, INC		No	No	No	07/15/2024	28.79
001	P2AP24	49881		Check	1	2387	CHESTER F. POZANC TRUCKING		No	No	No	07/15/2024	3,109.99
001	P2AP24	49882		Check	1	2393	HAND2MIND		No	No	No	07/15/2024	909.47
001	P2AP24	49883		Check	1	41400	NORMAN'S ELECTRIC SERVICE INC		No	No	No	07/15/2024	2,690.29
001	P2AP24	49884		Check	1	46078	PLUNKETT'S PEST CONTROL		No	No	No	07/15/2024	194.60
001	P2AP24	49885		Check	1	46784	RATWIK, ROSZAK & MALONEY P.A.		No	No	No	07/15/2024	106.00
001	P2AP24	49886		Check	1	46873	RIDDELL / ALL AMERICAN SPORTS COF		No	No	No	07/15/2024	7,898.20
001	P2AP24	49887		Check	1	46954	RTS / ROCHESTER TELECOM SYSTEM		No	No	No	07/15/2024	71.86
001	P2AP24	49888		Check	1	48020	RUSHFORD, CITY OF		No	No	No	07/15/2024	22,530.05
001	P2AP24	49889		Check	1	48604	RUSHFORD HARDWARE		No	No	No	07/15/2024	1,024.37
001	P2AP24	49890		Check	1	52179	SEMCAC TRANSPORTATION		No	No	No	07/15/2024	92.00
001	P2AP24	49891		Check	1	56040	PAM'S CORNER		No	No	No	07/15/2024	1,617.15
001	P2AP24	49892		Check	1	63025	WHV INC		No	No	No	07/15/2024	7,779.18
001	P2AP24	49893		Check	1	63062	WINONA HEALTH SERVICE	AT	No	No	No	07/15/2024	4,718.75
001	P2AP24	49894		Check	1	64610	ZIEBELL'S HIAWATHA FOODS INC		No	No	No	07/15/2024	58.42
Bank Total: \$678,453.10													

Report Total: \$678,453.10

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/09/2024										
239	<= Type in School District Number													
	RUSHFORD-PETERSON PUBLIC SCHOOLS													
			Change only											
			if requiring levy	Payable 2024										
			adjustments	LLC Certification	Current Estimate									
Calculations for Ten Year Projection				Pay 24										
		LLC #	FY 2024	FY 2025	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
1 Type your district number in cell A2 (Minneapolis = 1.2)														
2 Type APU, health and safety and alternative facilities project, and bond estimates in lines 6a, 14, 16b to 18, 20, 21, 26, 27 and 50b														
3 Type debt excess, intermediate/coop district, and revenue reduction data in lines 13, 15, 23, 31, and 33														
4 Look-up data from following tabs														
5 Initial Formula Revenue														
6	Current year APU	57	704.80	707.11	689.37	689.37	689.37	689.37	689.37	689.37	689.37	689.37	689.37	689.37
6a Additional Pre-K Pupil Units (line 19 of Pre-K application)														
6b	Total Adjusted Pupil Units = (6) + (6a)			707.11	689.37	689.37	689.37	689.37	689.37	689.37	689.37	689.37	689.37	689.37
7	District average building age (uncapped)	401	8.00	8.00	9.00	10.00	11.00	12.00	13.00	14.00	15.00	16.00	17.00	
8	Formula allowance		\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00	\$ 380.00
9	Building age ratio = (Lesser of 1 or (7) / 35)	402		0.22857	0.25714	0.28571	0.31429	0.34286	0.37143	0.40000	0.42857	0.45714	0.48571	
10	Initial revenue = (6) * (8) * (9)	403	61,217	61,418	67,361	74,846	82,330	89,815	97,299	104,784	112,268	119,753	127,238	
11 Added revenue for Eligible H&S Projects > \$100,000 / site														
12	Debt service for existing Alt facilities H&S bonds (1B) - gross before debt excess	701		-	-	-	-	-	-	-	-	-	-	-
13	Debt Excess related to Debt service for existing Alt facilities H&S bonds (1B)	754		-	-	-	-	-	-	-	-	-	-	-
14	Debt service for portion of existing Alt facilities bonds from line (22) attributable to eligible H&S Projects > \$100,000 per site (1A)	700		-	-	-	-	-	-	-	-	-	-	-
15	Debt Excess related to Debt service for portion of existing Alt facilities bonds attributable to eligible H&S Projects > \$100,000 per site (1A)	753		-	-	-	-	-	-	-	-	-	-	-
16a Existing Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue from "IAQFAA Bonds" tab														
16b New debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue														
17	Net debt service for LTFM bonds for eligible new H&S projects > \$100,000 / site = (principal + interest)*1.05 - portion of bond paid by initial revenue = (16a) + (16b)	765		-	-	-	-	-	-	-	-	-	-	-
18	Pay as you go revenue for eligible new H&S projects > \$100,000 / site	405	-	-	-	-	-	-	-	-	-	-	-	-
19	Total additional revenue for eligible H&S projects >\$100,000 / site (12) - (13) + (14) - (15) + (17) + (18)	406	-	-	-	-	-	-	-	-	-	-	-	-
Added revenue for Pre-K remodeling (for VPK approvals only)														
20a	Net debt service for bonds approved for Pre-K remodeling	766		-	-	-	-	-	-	-	-	-	-	-
20b	Pay as you go for projects approved for Pre-K remodeling	407		-	-	-	-	-	-	-	-	-	-	-
20c	Total Pre-K revenue			-	-	-	-	-	-	-	-	-	-	-
20d	Total New Law Revenue (10) + (19) + (20c)	408		61,418	67,361	74,846	82,330	89,815	97,299	104,784	112,268	119,753	127,238	

FY 26 Long-Term Facilities Maintenance (LTFM) Ten-Year Revenue Projection				Revised 5/09/2024									
239 <= Type in School District Number													
RUSHFORD-PETERSON PUBLIC SCHOOLS													
Calculations for Ten Year Projection		Change only if requiring levy adjustments	Payable 2024 LLC Certification	Current Estimate									
	Pay 24 LLC #	FY 2024	FY 2025	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	FY 2031	FY 2032	FY 2033	FY 2034
Old Formula revenue													
21 Old formula Health & Safety revenue (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2026)	409		32,944	32,944	-	-	-	-	-	-	-	-	-
22 Old formula alt facilities debt revenue (1A) - gross before debt excess	700			-	-	-	-	-	-	-	-	-	-
23 Debt Excess allocated to line 22				-	-	-	-	-	-	-	-	-	-
24 Old formula alt facilities debt revenue (1A) - debt excess	763			-	-	-	-	-	-	-	-	-	-
25 Old formula alt facilities net debt revenue (1B) = (12) - (13)	764			-	-	-	-	-	-	-	-	-	-
26 Old formula alt facilities pay as you go revenue (1A)	410	-		-	-	-	-	-	-	-	-	-	-
26b (18) Pay-as-you-go revenue for H&S projects over \$100,000 per site	411			-	-	-	-	-	-	-	-	-	-
27 Old formula alt facilities pay as you go revenue (1B) > \$500,000 (these should match the pay as you go amounts entered into the Health & Safety Data Submission System through FY 2026)	413			-	-	-	-	-	-	-	-	-	-
27a LTFM "H&S >100K per site" bonds	765			-	-	-	-	-	-	-	-	-	-
27b LTFM "other" bonds for 1A hold harmless	767			-	-	-	-	-	-	-	-	-	-
28 Old formula deferred maintenance revenue = (if (22) + (26) = 0, (10) * (\$64 / formula allowance))	416			10,344	11,345	12,606	13,866	15,127	16,387	17,648	18,908	20,169	21,429
29 Total old formula revenue = (21)+(24)+(25)+(26)+(26b)+(27)+(27a)+(27b)+(28)	417		43,254	43,288	11,345	12,606	13,866	15,127	16,387	17,648	18,908	20,169	21,429
30 Total LTFM Revenue for Individual District Projects = Greater of (20d) or [(29) + (20c)]	418		61,217	61,418	67,361	74,846	82,330	89,815	97,299	104,784	112,268	119,753	127,238
31 District Requested Reduction from Maximum LTFM Revenue (to levy less than the maximum). Also enter this amount in the Levy Information System. Stated as positive number	419		-	-	-	-	-	-	-	-	-	-	-
32 District LTFM Revenue (30) - (31)	420		61,217	61,418	67,361	74,846	82,330	89,815	97,299	104,784	112,268	119,753	127,238
33 LTFM Revenue for District Share of Eligible Cooperative / Intermediate Projects (Unequalized)	421		-	-	-	-	-	-	-	-	-	-	-
34 Grand Total LTFM Revenue (32) + (33)	422		61,217	61,418	67,361	74,846	82,330	89,815	97,299	104,784	112,268	119,753	127,238
Aid and Levy Shares of Total Revenue													
35 For ANTC & APU, three year prior date			2022	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
36 Three year prior Ag Modified ANTC	35		5,842,773	5,842,773	6,952,900	7,231,016	7,520,257	7,821,067	8,133,910	8,459,266	8,797,637	9,149,543	9,515,524
37 Three year prior Adjusted PU (New Weights)	54		705.55	705.56	703.34	704.32	707.11	689.37	689.37	689.37	689.37	689.37	689.37
38 ANTC / APU = (36) / (37)	424		8,281.16	8,281.02	9,885.60	10,266.60	10,635.20	11,345.28	11,799.09	12,271.05	12,761.90	13,272.37	13,803.27
39 State average ANTC / APU with ag value adjustment	425		12,230.05	12,230.05	13,617.01	14,207.10	14,848.85	15,443.00	16,061.00	16,703.00	17,371.00	18,066.00	18,789.00
40 Equalizing Factor = 123% of (39)	426		15,042.96	15,042.96	16,748.92	17,474.73	18,264.09	18,994.89	19,755.03	20,544.69	21,366.33	22,221.18	23,110.47
41 Local (levy) share of Equalized Revenue (lesser of 1 or (38) / (40))	427		55.05%	55.05%	59.02%	58.75%	58.23%	59.73%	59.73%	59.73%	59.73%	59.73%	59.73%
42 State (aid) share of Equalized Revenue (1 - (41))	428		44.95%	44.95%	40.98%	41.25%	41.77%	40.27%	40.27%	40.27%	40.27%	40.27%	40.27%
43 Equalized Revenue (lesser of (34) or (6) * (8))	423		61,217	61,418	67,361	74,846	82,330	89,815	97,299	104,784	112,268	119,753	127,238
44 Initial LTFM State Aid (42) * (43)	429		27,517	27,608	27,603	30,873	34,389	36,170	39,185	42,198	45,212	48,226	51,242
45 Old formula Grandfathered Alternative Facilities Aid	431		-	-	-	-	-	-	-	-	-	-	-
46 Total LTFM State Aid (Greater of (44) or (45))	432		27,517	27,608	27,603	30,873	34,389	36,170	39,185	42,198	45,212	48,226	51,242
47 Total LTFM Levy (34) - (46) (including coop/intermediate)	435		33,700	33,810	39,758	43,973	47,941	53,645	58,114	62,586	67,057	71,527	75,996
48 Debt Service Portion of Revenue (non-grandfather districts)													
49 Subtotal Debt Service Revenue from above = (12) - (13) + (17) + (20a) + (24)	763+764+ 765+766			-	-	-	-	-	-	-	-	-	-
50 Existing LTFM bonds excluding bonds on line 17 (principal + interest)*1.05 from "FM Other Bonds" tab	767			-	-	-	-	-	-	-	-	-	-
50b New LTFM bonds excluding bonds on line 17 (principal + interest)*1.05				-	-	-	-	-	-	-	-	-	-
51 Total Debt Service Revenue = (49) + (50) + (50b)	768			-	-	-	-	-	-	-	-	-	-
52 Equalized debt Service Revenue (lesser of (43) or (51))	436			-	-	-	-	-	-	-	-	-	-
53 Debt Service Aid = (52) * (42)	438			-	-	-	-	-	-	-	-	-	-
54 Equalized Debt Service Levy = (52) - (53)	439			-	-	-	-	-	-	-	-	-	-
55 Unequalized Debt Service Revenue and Levy = (Greater of zero or (51) - (50))	440			-	-	-	-	-	-	-	-	-	-
56 General Fund Portion of Revenue (non-grandfather districts)													
57 Total General Fund Revenue = (34) - (51)	441			61,418	67,361	74,846	82,330	89,815	97,299	104,784	112,268	119,753	127,238
58 General Fund Equalized Revenue = (43) - (52)	442			61,418	67,361	74,846	82,330	89,815	97,299	104,784	112,268	119,753	127,238
59 Total General Fund Aid = (46) - (53)	443			27,608	27,603	30,873	34,389	36,170	39,185	42,198	45,212	48,226	51,242

[illegible]

**SCHOOL BOARD RESOLUTION
INDEPENDENT SCHOOL DISTRICT NO. 239
ADOPTING THE SCHOOL DISTRICT'S FY 26
LONG-TERM FACILITIES MAINTENANCE TEN-YEAR PLAN**

WHEREAS, to qualify for Long-term Facilities Maintenance revenue, Minnesota Statutes 2022, section 123B.595, subd. 4 states a school district must annually adopt and approve a ten-year LTFM facilities plan by July 31 for commissioner approval.

WHEREAS, the school district has developed a ten-year Long-Term Facilities Maintenance plan consistent with this law.

School Board Member _____ moved for the resolution adoption and the motion was duly seconded by School Board Member _____ and, upon vote being thereon, the following voted in favor of the motion:

And the following voted against:

_____.

THEREFORE, BE IT REXOLVED THAT, the School Board of Independent School District No. 239 approves and adopts the attached ten-year Long-Term Facilities Maintenance plan for the FY 26 on the 15th day of July, 2024.

SCHOOL BOARD CLERK SIGNATURE

**RESOLUTION RELATING TO THE ELECTION OF SCHOOL BOARD
MEMBERS AND CALLING THE SCHOOL DISTRICT GENERAL ELECTION**

BE IT RESOLVED by the School Board of Independent School District No. 239, State of Minnesota as follows:

1. (a) It is necessary for the school district to hold its general election for the purpose of electing four (4) school board members for terms of four (4) years each.

(b) The clerk shall include on the ballot the names of the individuals who file or have filed affidavits of candidacy during the period established for filing such affidavits, as though they had been included by name in this resolution. The clerk shall not include on the ballot the names of individuals who file timely affidavits of withdrawal in the manner specified by law.

2. The general election is hereby called and elected to be held in conjunction with the state general election on Tuesday, the 5th day of November, 2024.

3. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this general election are those polling places and precincts or parts of precincts located within the boundaries of the school district and which have been established by the cities or towns located in whole or in part within the school district. The voting hours at those polling places shall be the same as for the state general election.

4. The clerk is hereby authorized and directed to cause written notice of said general election to be provided to the county auditor of each county in which the school district is located, in whole or in part, at least seventy-four (74) days before the date of said election. The notice shall include the date of said general election and the office or offices to be voted on at said general election. Any notice given prior to the date of the adoption of this resolution is ratified and confirmed in all respects.

The clerk is hereby authorized and directed to cause notice of said general election to be posted at the administrative offices of the school district at least ten (10) days before the date of said general election.

The clerk is hereby authorized and directed to cause a sample ballot to be posted at the administrative offices of the school district at least four (4) days before the date of said general election and to cause two sample ballots to be posted in each polling place on Election Day. The sample ballot shall not be printed on the same color paper as the official ballot. The sample ballot for a polling place must reflect the offices, candidates and rotation sequence on the ballots used in that polling place.

The clerk is hereby authorized and directed to cause notice of said general election to be published in the official newspaper of the school district for two (2) consecutive weeks with the last publication being at least one (1) week before the date of said election.

The notice of election so posted and published shall state the offices to be filled set forth in the form of the ballot below, and shall include information concerning each established precinct and polling place.

The clerk is authorized and directed to cause the rules and instructions for use of the optical scan voting system to be posted in each polling place on Election Day.

5. The clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this election, and generally to cooperate with election authorities conducting other elections on that date. The clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with those other elections, including entering into agreements or understandings with appropriate election officials regarding preparation and distribution of ballots, election administration and cost sharing.

6. The clerk is further authorized and directed to cause or to cooperate with the proper election officials to cause ballots to be prepared for use at said election in substantially the following form, with such changes in form, color and instructions as may be necessary to accommodate an optical scan voting system.

7. The ballot shall be in substantially the following form:

**INDEPENDENT SCHOOL DISTRICT NO. 239
RUSHFORD-PETERSON
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN, that the general election has been called and will be held in and for Independent School District No. 239, Rushford-Peterson, State of Minnesota, on Tuesday, the 5th day of November, 2024, for the purpose of electing four school board members for four year terms. The ballot shall provide as follows:

INSTRUCTIONS TO VOTERS

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



**SCHOOL BOARD MEMBER
AT LARGE
INDEPENDENT SCHOOL DISTRICT
NO. 239 (RUSHFORD-PETERSON)
FOUR YEAR TERM
VOTE FOR UP TO FOUR**

☐ Candidate U

☐ Candidate V

☐ Candidate W

☐ Candidate X

☐ write-in, if any

☐ write-in, if any

☐ write-in, if any

Optical scan ballots must be printed in black ink on white material, except that marks to be read by the automatic tabulating equipment may be printed in another color ink. The name of the precinct and machine-readable identification must be printed on each ballot. Voting instructions must be printed at the top of the ballot on each side that includes ballot information. The instructions must include an illustration of the proper mark to be used to indicate a vote. Lines for initials of at least two election judges must be printed on one side of the ballot so that the judges' initials are visible when the ballots are enclosed in a secrecy sleeve.

8. The name of each candidate for office at this election shall be rotated with the names of the other candidates for the same office in the manner specified in Minnesota law.

9. If the school district will be contracting to print the ballots for this election, the clerk is hereby authorized and directed to prepare instructions to the printer for layout of the ballot. Before a contract in excess of \$1,000 is awarded for printing ballots, the printer shall, if requested by the election official, furnish, in accordance with Minnesota Statutes, Section 204D.04, a sufficient bond, letter of credit, or certified check acceptable to the clerk in an amount not less than \$1,000 conditioned on printing the ballots in conformity with the Minnesota election law and the instructions delivered. The clerk shall set the amount of the bond, letter of credit, or certified check in an amount equal to the value of the purchase.

10. The individuals designated as judges for the state general election shall act as election judges for this election at the various polling places and shall conduct said election in the manner described by law.

The election judges shall act as clerks of election, count the ballots cast and submit them to the school board for canvass in the manner provided for other school district elections. The general election must be canvassed between the third and the tenth day following the general election.

The School District clerk shall make all Campaign Financial Reports required to be filed with the school district under Minnesota Statutes, Section 211A.02, available on the school district's website. The clerk must post the report on the school district's website as soon as possible, but no later than thirty (30) days after the date of the receipt of the report. The school district must make a report available on the school district's website for four years from the date the report was posted to the website. The clerk must also provide the Campaign Finance and Public Disclosure Board with a link to the section of the website where reports are made available.

Member _____ moved the resolution.

The motion was duly seconded by Board Member _____.

WHEREUPON, a vote was taken upon the foregoing Resolution and the following Board Members voted in favor:

Absent:

Board Members voted against the same:

WHEREUPON the Resolution was declared passed and adopted.

Approved: July 15, 2024

Chris Grindland
School Board Chairperson

July 10, 2024

To the Board of Education
Independent School District #239
1000 Pine Meadows Lane
Rushford, Minnesota 55971

The following represents our understanding of the services we will provide Independent School District #239.

You have requested that we audit the governmental activities, each major fund, and the aggregate remaining fund information of Independent School District #239, as of June 30, 2024, and for the year then ended, and the related notes, which collectively comprise Independent School District #239's basic financial statements as listed in the table of contents. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and, in accordance with *Government Auditing Standards*, always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information (RSI), such as management's discussions and analysis (MD&A) and budgetary comparison information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis
2. Schedule of Changes in the District's Total OPEB Liability and Related Ratios
3. Schedule of District and Non-Employer's Proportionate Share of Net Pension Liability-General Employees Retirement Fund
4. Schedule of District and Non-Employer's Proportionate Share of Net Pension Liability-TRA
5. Schedule of District's Contributions to Pension Plans-General Employees Retirement Fund
6. Schedule of District's Contributions to Pension Plans-TRA

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Supplementary information other than RSI will accompany Independent School District #239's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and additional procedures in accordance with U.S. GAAS. We intend to provide an opinion on the following supplementary information in relation to the basic financial statements as a whole:

1. Financial data included in the management's discussion and analysis
2. Supplementary financial information
3. UFARS Compliance Table

Also, the document we submit to you will include the following other additional information that *will not* be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. Introductory section and Board of Education and Administration

Auditor Responsibilities

We will conduct our audit in accordance with GAAS and *Government Auditing Standards*. As part of an audit in accordance with GAAS and *Government Auditing Standards* we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the basic financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the basic financial statements that we have identified during the audit.
- Evaluate accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the basic financial statements, including the disclosures, and whether the basic financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We may advise management about appropriate accounting principles and their application, and we may assist in the assembly of your basic financial statements. However, management has the final responsibility for the selection and application of accounting policies and the fair presentation of basic financial statements that reflect the nature and operation of Independent School District #239.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Independent School District #239's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*.

Auditor Responsibilities (continued)

Our engagement is not designed to detect immaterial misstatements, including those caused by error, fraud, theft, illegal acts, any wrongdoing within the entity, or noncompliance with laws and regulations. However, we will inform the appropriate level of management and those charged with governance, as AICPA professional standards require, of material errors, evidence of fraud, or information that come to our attention that indicates fraud may have occurred.

In addition, we will discuss with you and, when appropriate, those charged with governance, matters involving noncompliance or suspected noncompliance with laws and regulations that come to our attention during the course of the audit, or through information provided by other parties, unless they are clearly inconsequential.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Our audit does not relieve you or management of your respective responsibilities.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of Independent School District #239's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements, such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by Smith, Schafer & Associates, LTD;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;

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Management Responsibilities (continued)

- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
- j. For the accuracy and completeness of all information provided.

With regard to the supplementary information referred to above, you acknowledge and understand your responsibility: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited basic financial statements, or if the supplementary information will not be presented with the audited basic financial statements, to make the audited basic financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform:

- Assist in preparing the basic financial statements and related notes of Independent School District #239, Minnesota's in conformity with U.S. generally accepted accounting principles based on information provided by you
- Recommendation of bookkeeping adjusting journal entries
- Other general consultation as requested by you from time to time

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

We will not assume management responsibilities on behalf of Independent School District #239. However, we will provide advice and recommendations to assist management of Independent School District #239 in performing its responsibilities.

Independent School District #239

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Nonattest Services (continued)

Independent School District #239's management is responsible for (a) making all management decisions and performing all management functions; (b) designating an individual who possesses suitable skill, knowledge, and/or experience, preferably within senior management, to oversee our services; (c) evaluating the adequacy of the services performed; (d) accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of Independent School District #239's basic financial statements. Our report will be addressed to the board of education of Independent School District #239. We cannot provide assurance that an unmodified opinion will be rendered. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement without expressing an opinion. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing of internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance will not be an objective of the audit and, therefore, no such opinion will be expressed.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

You agree to provide us with a draft of any document that will contain, accompany or incorporate by reference the audited basic financial statements and our auditor's report thereon prior to the issuance of such document to third parties. You agree not to issue such document until we have provided our permission to do so.

Other (continued)

Our responsibility for other information in documents containing the audited basic financial statements and our auditor's report does not extend beyond the financial information identified in our report. We have no responsibility for determining whether such other information contained in these documents is fairly stated and will not express an opinion or provide any form of assurance thereon. We will read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or whether the other information appears to be materially misstated. If we receive the other information prior to the date of our auditor's report on the basic financial statements, our auditor's report will describe our responsibilities related to the other information. If, based on procedures we perform, we conclude that an uncorrected material misstatement of the other information exists, we will describe it in our report.

In the interest of facilitating our services to you, we may send data over the Internet, temporarily store electronic data via computer software applications hosted remotely on the Internet, or utilize cloud-based storage. Your confidential electronic data may be transmitted or stored using these methods. In using these data communication and storage methods, our firm employs measures designed to maintain data security. We use reasonable efforts to keep such communications and electronic data secure in accordance with our obligations under applicable laws, regulations, and professional standards.

You recognize and accept that we have no control over the unauthorized interception or breach of any communications or electronic data once it has been transmitted or if it has been subject to unauthorized access while stored, notwithstanding all reasonable security measures employed by us. You consent to our use of these electronic devices and applications during this engagement.

Regarding the electronic dissemination of audited basic financial statements, including basic financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

We expect to begin preliminary audit procedures in September 2024 and to issue our reports no later than December 31, 2024.

Jason Boynton is the engagement principal for the audit services specified in this letter. His responsibilities include supervising the engagement team's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Provisions of Engagement Administration, Timing and Fees (continued)

The fee for the audit of the District's basic financial statements for the year ended June 30, 2024 will not exceed \$20,500, including expenses. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable within thirty days. A finance charge at an annual rate of 18% will be added to any balance over thirty days old.

We will communicate to management and those charged with governance in a separate letter those significant deficiencies or material weaknesses in internal control relevant to the audit of basic financial statements that we have identified during our audit and that are required to be communicated under AICPA professional standards. This communication of internal control related matters is intended solely for the information and use of management, the audit committee or those charged with governance. The communication is not intended to be, and should not be, distributed to anyone other than these specified parties.

The audit documentation for this engagement is the property of Smith, Schafer & Associates, LTD and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Smith, Schafer & Associates, LTD's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the basic financial statements are issued.

It is our policy to keep records related to this engagement for seven years. However, Smith, Schafer & Associates, LTD does not keep any original client records, so we will return those, if any, to you at the completion of the services rendered under this engagement. When records are returned to you, it is your responsibility to retain and protect your records for possible future use, including potential examination by any government or regulatory agencies.

At the conclusion of our audit engagement, we will communicate to those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;

Provisions of Engagement Administration, Timing and Fees (continued)

- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

We reserve the right to withdraw from the engagement without completing services for any reason, including, but not limited to, non-payment of fees, your failure to comply with the terms of this Agreement, or as we determine professional standards require.

If our work is suspended or terminated, you agree that we will not be responsible for your failure to meet governmental and other deadlines, or for any liability, including but not limited to, penalties or interest that may be assessed against you resulting from your failure to meet such deadlines. If this engagement is terminated before services are completed, you agree to compensate us for the services performed and expenses incurred through the effective date of termination.

Smith, Schafer & Associates, LTD's liability for all claims, damages, and costs arising from this engagement is limited to two times the total amount of fees paid by you to Smith, Schafer & Associates, LTD for the service giving rise to this liability. If there are no fees charged to you by Smith, Schafer & Associates, LTD, notwithstanding anything to the contrary in this agreement, Smith, Schafer & Associates, LTD shall not be liable for any lost profits, indirect, special, incidental, punitive or consequential damages of any nature even if we have been advised by you of the possibility of such damages.

You agree to hold us harmless from any and all claims which arise from knowing misrepresentations to us, or the intentional withholding or concealment of information from us by your management. You also agree to indemnify us for any claims made against us by third parties, which arise from any of these actions by your management. The provisions of this paragraph shall apply regardless of the nature of the claim.

To ensure that Smith, Schafer & Associates, LTD's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement principal before entering into any substantive employment discussions with any of our personnel.

Any dispute (other than our efforts to collect an outstanding invoice) that may arise regarding the meaning, performance or enforcement of this engagement or any prior engagement that we have performed for you, will, prior to resorting to litigation, be submitted to mediation, and the parties will engage in the mediation process in good faith. Any mediation initiated as a result of this engagement shall be administered within Olmsted County, Minnesota, by a mutually agreed upon mediator, according to its mediation rules, and any ensuing litigation shall be conducted within said county, according to Minnesota law. The results of any such mediation shall be binding only upon agreement of each party to be bound. The parties participating in the mediation shall bear their own costs, except that any charges assessed by the mediation organization shall be shared equally by the participating parties.

Independent School District #239

Page 9

Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your basic financial statement auditors and look forward to working with you and your staff.

Very truly yours,

A handwritten signature in black ink, appearing to read 'J. Boynton', with a stylized flourish at the end.

Jason Boynton, CPA
SMITH, SCHAFER & ASSOCIATES, LTD
Principal

RESPONSE:

This letter correctly sets forth our understanding of Independent School District #239.

Acknowledged and agreed on behalf of Independent School District #239 by:

Officer signature: _____

Title: _____



Report on the Firm's System of Quality Control

December 11, 2023

To the Shareholders of Smith, Schafer & Associates, Ltd.
and the Peer Review Committee of the Minnesota Society of Certified Public Accountants

We have reviewed the system of quality control for the accounting and auditing practice of Smith, Schafer & Associates, Ltd. (the firm) in effect for the year ended May 31, 2023. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing and complying with a system of quality control to provide the firm with reasonable assurance of performing and reporting in conformity with the requirements of applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of and compliance with the firm's system of quality control based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and audits of employee benefit plans.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Smith, Schafer & Associates, Ltd. in effect for the year ended May 31, 2023, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Smith, Schafer & Associates, Ltd. has received a peer review rating of *pass*.

KerberRose SC
KerberRose SC

TRANSPORTATION CONTRACT Two-Year Extension

Independent School District #239

This agreement is made effective for school years **2024-2025, 2025-2026** by and between Independent School District No. 239, Rushford-Peterson, of the County of Fillmore and State of Minnesota, hereinafter described as “School District” and Bernard Bus Service, Inc., hereinafter described as “bus operator” as follows:

1. It is contracted and agreed by and between the said parties that the bus operator shall transport school pupils required to be transported by the school district residing in the district one mile or more from designated schools according to the routes and schedules as are furnished from time to time by the superintendent of school district, or such person duly designated by him, for the period of this contract.

The bus operator agrees to provide written notice to the Board of Education of any and all pupils required to ride a bus for one hour or more on any one trip due to the regular routing of bus operator’s routes:

2. The bus operator agrees:
 - a. To furnish chassis and passenger school bus bodies both conforming to all the State and Federal Laws and regulations relating to school buses.
 - b. To keep said school buses properly stored so that they will insure proper warmth and comfort for the pupils transported therein, each bus to be equipped with good and sufficient heaters.
 - c. To have said buses maintained by qualified mechanics so that they will be at all times in good mechanical condition and kept clean and will from time to time add such equipment and safety devices as may be required by any new regulations of the State of Minnesota relating to school buses.
 - d. To furnish drivers over 18 years of age, in good health and in possession of a valid, effective bus driver’s license issued by the Motor Vehicle Department of the State of Minnesota, for said buses in adequate numbers and of proper qualifications to fulfill the requirements of the contract.
 - e. To establish and enforce regulations for the rules relating to the conduct of such drivers.
 - f. To discharge or replace any drivers violating rules of conduct or not meeting qualifications or such requirements or qualifications as may be established herein in addition therefore.
 - g. To have on hand serviceable standby buses in sufficient numbers to make all trips necessary under this contract so that all normal buses are operating at all times.
3. The entire operation contemplated in this agreement shall comply with applicable rules and regulations adopted by the State Board of Education, State Department of Transportation and the school district presently in effect or now or hereafter adopted and requested. The owner will be bound by all rules and regulations, local ordinances, or state laws relating to road conditions and road restrictions of any other subdivisions of government and any other regulations relating to the operation contemplated herein.
4. All bus drivers (including substitute drivers) shall be provided training in the handling and disposal of body fluids in accordance with the district “Communicable Disease Policy.”

5. All drivers (including substitute drivers) shall be provided training in the transportation of physically and emotionally handicapped students in accordance with State Department of Education Special Education Transportation Regulations.

II.

1. The school district agrees to pay the bus operator in consideration and compensation of operator's obligation for performance under this contract for 7 regular routes an amount of:

\$355,923.17 SY2024-2025 \$370,160.10 SY2025-2026

2. for not more than 174 school days per school year. School closing due to inclement weather or sporting events will be paid at a rate of **56% of current contract price** per day. In the event the school year consists of fewer days, refer to Section V, third paragraph.
3. Yearly contract amount divided by 12 starting July 1st due on the 1st Wednesday of each month thereafter.

The school calendar, including vacations, holidays and recess periods, shall be provided to operator prior to the school year each year. In the event that actual numbers of days school is in session each school year and during which pupils must be transported shall exceed 174 days, the school district and operator shall determine the additional cost to operator of transporting the pupils during the additional days and the compensation to be paid to operator shall be mutually agreed upon between the parties in writing.

Transportation of Physically Handicapped Students and Special Education Students

Shall be in addition to the above amount and paid as follows:

Transportation Contractor shall provide a hydraulic-lift chair equipped bus for physically handicapped children at compensation shall be paid per day at a rate of \$210.00 Type III, \$225.00 Type A, \$250.00 Type C.

Cross-District Regular Transportation

To be negotiated per request starting base per mile \$1.49

OE mileage \$1.49 per mile

(Calculated if routes agreed upon between the contractor and district need to be extended. To accommodate additional students requesting transportation, not including in district transportation.)

Extracurricular and Special Trips

Shall be in addition to the above amount and paid as follows:

The Contractor shall be paid for extracurricular and field trip assignments at a rate of **\$2.22** per mile, and **\$20.16** per hour, minimum of **\$82.00** for school year **2024-2025**, **\$2.31** per mile, and **\$20.97** per hour, minimum of **\$82.00** for school year **2025-2026**.

For buses to be available, the operator shall be notified one week in advance for scheduled events, and as soon as possible for rescheduled events. The contractor shall assure that the shortest reasonable route will be used for these trips. Activities bus if school provides driver activities bus will be billed at the current per mile rate.

Fuel Clause

The Rushford School Board agrees to pay Bernard Bus Service, Inc. the difference above **\$2.00** per gallon of fuel. Contractor will refund the difference below \$2.00 per gallon for the 24-26 school years. Bernard Bus Service Inc. must provide an accurate monthly statement of the gallons used prior to any payment being made. The district may request a fuel consumption break-down by bus.

III.

1. The bus operator agrees to keep in effect liability insurance for each bus to insure against bodily injury and property damage of \$500,000 per claimant, \$1,500,000 per single occurrence, medical coverage of \$20,000 per claimant (no fault), and excess liability, bodily injury of \$2,000,000 each claimant, \$3,000,000 per occurrence. The School District shall approve the company and policy submitted to fulfill this requirement and be included in an appropriate endorsement. Any additional coverage obtained by the bus operator will apply to this contract at the time secured.
2. Operator shall not be held or deemed in any way to be the agent or employee of the school district. It is the intention of the parties that operator is and shall be considered as an independent contractor. No officer, employee or agent of operator shall be deemed to be an officer, employee or agent of the school district, unless he is also an officer or employee of the school district and in his course of employment with the school district. Operator agrees to hold harmless and indemnify the school district from any and all claims, demands, causes of action, and suits against the school district by the negligence or intentional acts of the officers, employees and agents of the contractor, and the school shall pay or settle no claims or judgment arising out of such negligence or intentional acts of the officers, employees, or agents of the contractor, except as otherwise required by law, without approval of the contractor or his insurer, in writing, and shall immediately give notice of all claims and suits to contractor

IV.

1. It is agreed by the parties that in the event the bus operator is unable to provide transportation services a herein specified because of acts of God, fire, riot, war picketing, civil commotion, strikes, labor disputes or any other similar condition, the school district

may excuse him from performance hereunder and terminate the contract or shall have the right to take over the operation of such busses that the bus operator is prevent from running with such school employee or other persons as the school district shall pay to the bus operator for such buses the same amount specified in the heretofore mentioned rate schedule, less all expenses and cost incurred by the school district in the operation and maintenance of the vehicles.

V.

4. — This agreement shall be in full force and effect for a period commencing **July 1, 2024** and ending **June 30, 2026**.

The minimum service to be provided under this agreement shall be to transport one round trip each day school is in session all pupils required to be transported under this agreement to and from school to the residing place of the pupil for a period of not more 174 days during each school year of this agreement, if required by the school district. This statement shall not in any way excuse Contractor from performing all other obligations or duties required under this contract, or the specifications or proposal attached hereto, during the period of this contract for the consideration recited.

In the event of any unforeseen and unexpected closing of the schools due to flood, fire, labor strike or any natural disaster, the contractor would receive a reduced compensation in the amount of 56% of the regular daily contract rate for the first 4 days' transportation is not required and 92% for the remainder of the days not made up.

This contract may be amended or terminated by mutual agreement of the parties in writing approved by the school board upon 30 days written notice of one party to the other, or as otherwise permitted by this contract or the specifications or bids attached hereto. Failure or refusal of either party to substantially perform the conditions of this contract during the term of the contract will permit the other party to terminate the contract upon 30 days' written notice in writing to the breaching party, unless within such 30-day period the breaching part shall correct the performance to the satisfaction of the other party, but both parties shall be entitled to all remedies provided by law in case of such breach, failure or refusal, but neither party shall be required to accept less than full performance of this contract unless otherwise agreed in writing by both parties. All notices under this contract required to be given to the school district shall be directed to the Clerk of the School District at the school district's administrative offices. All notices required to be given to the contractor shall be directed to it at its principle office last on record with the school district.

1. The specifications and general conditions relating hereto are included herein and made a part of this contract by reference along with any proposal submitted by operator, except as otherwise provided in this contract. Refer to the attachment Bus Transportation Specifications and Conditions.
2. The school board shall approve all routes (7), stops, drivers and alternate drivers. The school district reserves the right to change or alter the schedules and routes of travel by giving at least two weeks written notice to operator, but any

additional cost shall be verified in writing by the operator and additional compensation shall be mutually agreed upon by the parties in writing.

School bus routes shall remain the property of Bernard Bus Company. Electronic copies of bus routes will be provided to the District by Sept. 15th of each respective school year.

VII.

Operator cannot assign or transfer any part or all of his interest in this contract without the written approval of the school board of the school district authorized at a regular or special meeting of the school board.

VIII.

Operator and school district have complied with the provisions of M.S. 123.37, subd.1b. Any adjustments or refunds under this contract shall be determined by mutual consent of the parties.

IN WITNESS WHEREOF, the parties have executed this agreement below.

BY: _____
Bus Operator

BY: _____
Board Chair

Bernard Bus Service, Inc.

Board Clerk

Dated this ____ day of _____, 2024

Dated this ____ day of _____, 2024



Superintendent's Report 7/15/24

Enrollment Update

Day	KG	1	2	3	4	5	6	7	8	9	10	11	12	Total	Change from 2022-23	Gold = Increase Red = Decrease
06/14/2024	53	38	39	38	47	40	46	45	57	64	62	54	44	627	4	Current 23-24 School Year
09/05/2023	53	39	40	40	47	39	48	44	58	64	61	55	46	634	11	Start of 23-24 School Year
09/06/2022	40	41	42	46	38	43	42	57	63	58	56	44	51	621		Start of 22-23 School Year
06/01/2023	40	42	42	46	38	44	43	58	63	58	56	45	48	623		End of 22-23 School Year
Change from last month																

Facilities

- City Ball Field
 - The city, and our staff, have done a great job of completing this project. The renovations on this field will be a benefit for the students at R-P and the community as a whole.



- Elementary playgrounds / PE area
 - Our custodial staff is working to renovate the areas that were barren of grass at the end of the school year. Because of elementary PE and recess, these areas receive a tremendous amount of use with not much rest time. We are hoping to have them fully restored by the start of the school year. Depending on the



progress, the areas also may need to have an extended period of no use to let the grass establish itself.

- **Enrollment**

- We posted information on [Facebook](#) so that families who are interested in open enrolling could submit questions on that process as well as the transportation associated with it. I have received responses to this and will work to address the questions that the families have.



- **Community Education / Activities Director Transition**

- Joel Hinke took over the administration of the Community Education and Activities Departments on July 1st. He has been very active in his role and I am excited to see the directions he takes these programs.

Contracts

- **Transportation**

- Bernard Bus was the only company to submit a bid for the transportation contract. The contract is in the board packet for the board to approve.

Please contact me with questions.

Ben Bernard



Cheri Duffenbach, HVED's HR Manager, Earns SHRM-SCP Certification

The Society for Human Resource Management (SHRM) is pleased to announce that Cheri Duffenbach has successfully passed the SHRM Senior Certified Professional (SHRM-SCP®) certification exam.



This certification signifies that Cheri possesses the behavioral competencies and technical knowledge needed for effective job performance, as described in the SHRM Body of Competency & Knowledge™ (SHRM BoCK™). The BoCK was created via the active input and engagement of the global HR community and validated by more than 30,000 HR professionals worldwide.

More specifically, this rigorous examination assessed Cheri's HR expertise in four HR knowledge domains: people; organization; workplace; and strategy. Additionally, situational judgment questions tested comprehension of eight behavioral competencies: leadership and navigation; business acumen; ethical practice; relationship management; consultation; critical evaluation; global and cultural effectiveness; and communication. In summary, this credential affirms that Cheri has not only mastered technical HR knowledge, but also the ability to effectively apply that knowledge in the workplace.

Now that Cheri has successfully obtained the SHRM-SCP, the next step is to maintain the credential by participating in professional development programs. These activities will help Cheri sharpen skills and foster an enhanced ability to drive organizational success and impact business results.



HVED ALL Staff Day was Results Orientated!



Karen Polyard, SpEd Coordinator, pictured at left, led staff through a session entitled Essential Duty Rubrics (EDRs) and Job-Related Tasks to continue the process of increasing awareness and communication of services to our member districts and charter schools. Opportunities were provided throughout the day for individuals and groups to review and reflect on the past year and discuss priorities for next year including learning techniques for resilience, self-

awareness, and other self-care methods.



Provided Input on Strategic Plan for District Oversight Committee Direction in the fall!

Staff pictured at top left, Angie Ulendorf and Danielle Holloman, at top right, Val Howe and Michelle Houston, at bottom: Ang Korson, Karen Polyard, Tom Keefe, Haylee Cadena, Dawn Kullot, Clover Schmitt, Tracy Lind, Crystal Schroeder, and Zach Selnes complete an exercise call Power of 1, 2, 4, 8 to share HVED staff insights on HVED's Strategic Plan:



Available at: https://rst6-livesite.rschoolday.com/sites/hved6013.org/files/files/Private_User/cmaschka/HVED_Strategic%20Plan_Final_FullDocument_12-20-23.pdf

Vision: Embracing Partnerships and Possibilities to Improve Lives

Mission: Fostering Student Growth Through Collaborative Education

Core Values: Collaboration • Service • Healthy Dialogue • Support • Growth

- We embrace collaboration as the path to fostering student growth.
- We provide meaningful value through service to others.
- We believe healthy dialogue builds trusting relationships.
- We believe students succeed through personalized support and individual growth





Special Education Advisory Council (SEAC)



Save the dates for the HVED SEAC meetings held via zoom. **Zoom links are available on the HVED website www.hved6013.org under Upcoming Events/News.**

Our goal is to have parents of special education students from every member district and a representative from the charter schools who is willing to commit to this important parent connection and communication tool for special education programming and support. **Learn more at <https://www.hved6013.org/page/2574>**



Next meeting for Summer 2024: Monday, July 29, 2024, 6:30 PM Meeting topic: Tips for a great school year!

ATTENTION: all parents of special education students throughout HVED!

You are invited to join HVED's Special Education Advisory Council.

Quarterly virtual meetings by zoom from 6:30 – 7:30 PM on the following dates:

Monday, July 29, 2024

Meeting Topics:

Tips for a great school year!

Visit our SEAC section on the HVED website at www.hved6013.org under the "Parents" tab.

Our goal is to have at least one parent representative from every school!

Let it be YOU!

PARENTS with CHILDREN in SPECIAL EDUCATION

Are you interested in being involved?

The Special Education Advisory Council (SEAC) acts as a liaison between Hiawatha Valley Education District (HVED) and its member school districts and charter schools it serves.

SEAC's purpose is to:

- Build collaborative relationships
- Identify needed resources
- Encourage parental engagement
- Recommend priorities for services



If interested, please email SEAC@hved.org

Visit the PARENT tab on the HVED website for meeting information
www.hved6013.org



*Exceptional
Teams
Empowering
Exceptional
Students*

SEAC

partners with
Hiawatha Valley
Education District
(HVED)

District Office
1410 Bundy Blvd
Winona, MN 55987
(507) 452-1200



Hiawatha Valley Education District

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

No. 61-6013 P: 507.452.1200 F: 507.452.3422 www.hved6013.org

June 26, 2024

Page 1 of 14

HVED on ONE CENTRAL SITE FACTS and FIGURES

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

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

HVED SITES currently:

- HVED owns two (2) sites:
 - District Office, 1410 Bundy Blvd., Winona, MN
 - SAIL Behavior Program Site and PAES Lab-Kellogg, 51 Red School Lane, Kellogg, MN (built 1962)
- HVED leases three (3) sites: at a lease cost of \$57,441.09 per year (2022-2023).
 - River Valley Academy ALC Program Site, within Minnesota State College SE, 1250 Homer Road, Winona, MN. **Total of \$361,647.12 estimated costs for the space over 15 years.**
 - SPECTRUM Autism Program Site, Hokah City Center, 200 Main Street, Hokah, MN (built 1958) **Total of \$544,246.41 estimated costs for the space over 15 years.**
 - PAES Lab, within Caledonia Area MS/HS, 825 North Warrior Lane, Caledonia, MN

Operational Costs?

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

HVED is a PEOPLE BUSINESS resulting in current STAFFING realities:

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

HVED Is Moving Forward to a Brighter Future!

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

HOW does HVED secure one central site?

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

Embracing Partnerships and Possibilities to Improve Lives

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



Hiawatha Valley Education District

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

June 26, 2024

No. 61-6013 P: 507.452.1200 F: 507.452.3422 www.hved6013.org

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

PURCHASE COST: \$4.2M **TENTATIVE CONSTRUCTION COST:** ~\$9M **TOTAL COST:** \$15M

Note: The decision was made on August 15 by Superintendents present to cap spending at \$15M.

ACTION TIMELINE:

June	Gathering information from the HVED design team and invited all to share ideas
6.1.2024	Receiving lease payments for the month of June having remove two tenants by May 31: MN Drivers' Academy and Winona SUPPZ.
6.18.2024	At noon, Winona Axe and Arcade vacated their leased space and turned in their keys.
6.21.2024	Scheduled meeting with ISG's Kyle Fisel and Justin Steffl and Kraus-Anderson's Chad Pike regarding timeline to be updated by the end of June
6.21.2024	Enterprise Mobility has proposed a lease option with another business and is expecting feedback by mid-July.
6.24.2024	Reached out to Restored Blessings regarding lease options.
6.26.2024	Reached agreement with Second Chances Properties to share cost of splitting electric service.
6.28.2024	Scheduled meeting with ISG Architect and Project Manager to review design.

PROJECT TIMELINE:

Initiated	TASK	Completed
2.23.2023	1. Survey Property to establish the legal description (field work only)	3.21.2023
10.12.2023	2. Purchase Agreement (PA) Revised Final presented to owner on 10.12.2023. Signed by owner on 10.23.2023 and approved by HVED on 10.25.2023.	10.23.2023 10.25.2023
2.28.2023	3. Joint Powers Agreement (JPA) for Purchase of Property process presented to HVED as a DRAFT on 5.24.2023. Expected by July 10.	8.17.2023
ASAP –	4. All Member District School Boards will be requested to adopt an additional JPA for the Winona Mall. Approved by all 12 member districts!	9.25.2023
2.23.2023	5. Securing Zoning Authority, City of Winona, minus parcel sold in July 2023 (confirmed in writing)	8.8.2023
2.28.2023	6. Request HVED Board of Directors hire an architect for concept drawings	3.22.2023
	7. HVED Board of Directors approved the Purchase Agreement of the Winona Mall.	10.25.2023
11.2.2023	8. Project Oversight Committee (POC) organized and initial meeting held	11.2.2023
11.2.2023	9. Project Oversight Committee meeting with real estate attorney in preparation to meet December 31, 2023 governmental approval deadline within the Purchase Agreement. The PA due diligence period ends on January 31, 2024.	11.10.2023
11.6.2023	10. Submitted Minnesota Department of Education (MDE) Review & Comment (K-A) allow 60 days for response	11.13.2023
11.14.2023	11. Submitted Site Plan Application to the City of Winona – Planning Commission to meet their agenda deadline for review on December 11, 2023.	11.20.2023

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Hiawatha Valley Education District

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

June 26, 2024

No. 61-6013 P: 507.452.1200 F: 507.452.3422 www.hved6013.org

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12.19.2023 1.16.2024	12. Received letter from City of Winona with Approval of Site Plan with contingencies to be completed prior to occupancy. Confirmation on January 16.	3.26.2024
11.27.2023 1.11.2024	13. IEA initiated site testing for asbestos and lead paint. Follow-up initiated on January 11 and samples taken January 15. Report/estimate provided 1.24.2024	
4.10.2024 TBD	14. Issuance of Certificates of Participation (CoP) to Finance Project	4.12.2024
2024-2025	15. Construction begins	
	16. Occupancy of the new facility moved back to a tentative date of October 1, 2025. The building design is expected to be finalized by ISG in September. MDH requires 14-18 weeks to review. K-A estimates an 8-month build out.	

TAX IMPACT Important factors for taxpayers:

- The Joint Powers Agreement provides the formula for each District allocation in Exhibit B of the JPA.
- Taxes were approved in FY24, will be collected in FY25, and will be available to school districts in FY26.
- Estimated tax impact calculations have been provided for a 15-year \$15M. These calculations can be found on HVED's website under About Us > Board of Directors > Board Minutes, Policies & Supporting Documents > Board Documents > Supporting Documents > 2023 > June or directly at:
<https://www.hved6013.org/page/2687/categories/22181>
- HVED will own this building at the conclusion of the process.

If you have any questions or comments about this project, you are welcome to contact:

Debbra C. Marcotte, Ed. D., HVED Executive Director, 1410 Bundy Blvd, Winona, MN 55987

Cell: 507-429-1721 Email: dmarcotte@hved.org

HVED website: www.hved6013.org

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COMMUNITY DEVELOPMENT

207 Lafayette Street
P.O. Box 378
Winona, MN 55987-0378
FAX 507-457-8212

March 26, 2024

Deb Marcotte
Hiawatha Valley Education District
1410 Bundy Blvd.
Winona, MN 55987

Dear Ms. Marcotte:

This letter serves as final site plan approval for conversion of a retail/restaurant space to a school site at 1213 Gilmore Avenue. All of the contingencies listed on the previous letter dated December 29, 2023 (attached) have been satisfied.

Sincerely,

Carlos Espinosa
Senior Planner

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COMMUNITY DEVELOPMENT

207 Lafayette Street
P.O. Box 378
Winona, MN 55987-0378
FAX 507-457-8212

December 29, 2023

Deb Marcotte
Hiawatha Valley Education District
1410 Bundy Blvd.
Winona, MN 55987

Dear Ms. Marcotte:

The purpose of this letter is to acknowledge that city staff has received and reviewed the site plan submittal for conversion of a retail/restaurant space to a school site at 1213 Gilmore Avenue. The site plan is approved, contingent on the following to be completed prior to building occupancy:

1. Provide an easement or agreement allowing delivery truck access from 561 Vila through your property. The property owner at 561 Vila must be a party to the agreement or easement and the agreement or easement must run with the land.
2. Provide an easement or agreement that allows access through your property to parking spaces shown on Attachment A. The property owner at 561 Vila must be a party to the agreement or easement and the agreement or easement must run with the land.
3. Confirm easement 375428 provides access to the properties at 1215 Gilmore and 1217 Gilmore. If it does not, access must be provided via easement or agreement. The property owners at 1215 Gilmore and 1217 Gilmore must be a party to the agreement or easement and the agreement or easement must run with the land.
4. Confirm easement 375428 provides access to the property at 1201 Gilmore. If it does not, access must be provided via easement or agreement. The property owner at 1201 Gilmore must be a party to the agreement or easement and the agreement or easement must run with the land.
5. Provide an easement or agreement allowing access to 1201 Gilmore and 561 Vila via the triangular piece of property shown on attachment A. The property owners at 1201 Gilmore and 561 Vila must be party to the agreement or easement and the agreement or easement must run with the land.
6. Provide final plumbing plans to the City of Winona Community Development Department once they are complete. Please note that the water meters for Quality Vac and Sew & Spectrum retail spaces (located at 561 Vila) are located on the 1213 Gilmore property (see attached). The plumbing plans need to address this. Please contact Aaron Hauser in the Water Department with questions (507-457-8270).
7. Confirmation of updated sprinkler system improvements and fire alarm coverage.

Community Development — 507/457-8250

Inspection Division — 507/457-8231

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Also, please note the shared access routes shown on Attachment A. Establishment of these access routes is not required for building occupancy, but is recommended to avoid future issues with traffic circulation.

Additionally, please note the Winona Fire Department requires a 20' wide emergency fire truck access at the southwest corner of the site. Improvements are not required at this time provided the access remains open with development of the site.

Sincerely,

Carlos Espinosa
Senior Planner

CC: Chad Sommer, Building Official
Kyle Fisel, ISG

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June 26, 2024

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Joseph J. Langel
Direct Phone: (612) 225-6837
jjl@ratwiklaw.com



February 8, 2024

Debbra C. Marcotte
Executive Director
Hiawatha Valley Education District
1410 Bundy Blvd.
Winona, MN 55987

RE: Acquisition of Winona Mall Property
Our File No. 1100-0033

Dear Dr. Marcotte:

As part of the bond financing for the Winona Mall purchase, a question was raised as to whether buying a commercial property that has existing retail tenants is within HVED's authority and whether it constitutes a valid public purpose. We requested an opinion from the Attorney General based on the information available to us at that time: 90% of the building to be used by HVED while 10% would remain subject to commercial leases. The Attorney General opined that HVED can purchase property that is subject to existing leases as long as those leases do not conflict with HVED's educational uses and the terms are reasonable. *Op. Atty. Gen. 622a6; cr 161b-11 (Oct. 25, 2023)*. The Attorney General further opined that there is a legitimate public purpose to the acquisition as long as the leases are in the District's best interests. *Id.*

Since the opinion was requested, the District's intended initial use of the property was further refined in light of the District's needs, available funds, and the terms of the existing leases. Pursuant to the site plan submitted to and approved by the City, the District initially intends to utilize 70% of the internal building space. An additional 7% or so of the retail space is vacant and will remain so. The District's use will require some existing leases to be terminated. As we understand from the site plan, of the 82,600 square feet in the building, 33,000 will be renovated and used for the District's SPECTRUM Program and SAIL Program, while 26,600 square feet will be utilized for the ALC and staff offices as well as hallways. There will be HVAC and electrical improvements as well as asbestos remediation in the renovated spaces.

At least in the short term, approximately 17,000 square feet (or approximately 21% of the available square footage) will continue to be leased to the existing retail tenants and about

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Debbra C. Marcotte

February 8, 2024

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6,000 square feet will remain vacant. The tenants include two restaurants, a sports nutrition store, a portion of a thrift store, and a jiu jitsu training business. We understand that none of these existing retail uses conflict with the District's intended use of the abutting space. In fact, they may provide employment training opportunities to District students. In addition, it is in the District's best interest to have this retail space provide revenue until such time that HVED has funding to expand their programs. Eventually, the retail space may be converted into a transition program for age 18 and over students and a badly needed childcare center.

The issue is whether this change in the initial intended use impacts the Attorney General's opinions on HVED's authority and the public purpose doctrine. It does not.

The implied statutory authority to purchase real estate that is subject to existing leases still exists. With respect to this property, those existing leases that will remain after the renovation work is completed do not conflict with HVED's educational uses in the adjacent spaces. Moreover, the terms are reasonable and, for the time being, it is clearly in HVED's best interests to assume the leases. The cost in administrative time to undertake landlord responsibilities is minimal compared to the benefits derived from the revenue and potential partnership opportunities generated by these established businesses.

As for public purpose, acquisition of the mall property continues to serve as a benefit to the community and is directly related to the functions of government. As noted in the Attorney General opinion, incidental private benefit does not disqualify a transaction as being fundamentally for a valid public purpose. The Attorney General further stated that "the benefit accruing to private commercial lessees who occupy approximately ten percent of school property that is not necessary to the district does not necessarily negate the public purpose." That conclusion is supported by the statutory authority of school districts to lease out their property when not needed for educational purposes. *Minn. Stat. § 123A.51, subd. 4*. The same analysis applies given the slightly revised figures now included in the site plan.

The commercial leases now expected to remain constitute up to 21 percent of the property, at least for the time being. The percentage may decrease as HVED expands its programs. Regardless, the primary purpose of the acquisition remains public in nature – to educate children. Just because several existing businesses will remain in place and occupy less than a quarter of the available space for some period does not negate the fact that the majority of this mall property is being converted to school purposes. Significant investments will be made, both inside and outside the building, in support of that mission. The private commercial spaces are confined to the northwest corner of the building, separate from the renovated school space. The continuation of these commercial uses does not negate the overall public purpose of this acquisition.

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Debbra C. Marcotte
February 8, 2024
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HVED's intended use of the Winona Mall evolved since the Attorney General issued his opinion three months ago, but the conclusions remain the same. HVED is authorized to acquire property subject to existing commercial leases where those leases do not conflict with HVED's educational needs, the lease terms are reasonable and assuming the leases are in HVED's best interests. Further, there is clearly a public purpose in acquiring the property and converting the majority of it to educational space while a small portion of the building continues to be leased to existing tenants.

Sincerely,

/s/ Joseph J. Langel

Joseph J. Langel

c: Peter Martin, Bond Counsel

RRM: 531036

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02/16/2024

Hiawatha Valley Education District 6013
HVED District Office
1410 Bundy Blvd.
Winona, MN 55987

Dear Ms. Marcotte,

The Minnesota Department of Education has received your request for the Payable 2025 capital lease levy authority pursuant to Minnesota Statutes, section 126C.40. Based on the criteria in the statute and our review of the project, your request has been approved.

The project is for Hiawatha Valley Ed District's centralized campus. We understand this project is anticipated to cost \$15,000,000.00 with funds provided by the issuance of Certificates of Participation.

When available, please add the approved capital lease information as a new lease in the Building/Land Lease Payable 2025 section in the Levy Information System (<https://education.mn.gov/MDE/dse/datasub/LevyInfo/>). The lease amount will be included on your district's Payable 2025 Levy Limitation and Certification report by September 30, 2024.

If your district generates revenue from a sublease associated with this project during any portion of the lease term, that revenue should be applied to the actual annual gross cost of the levy to offset the taxpayer burden.

Please forward the final, signed lease agreement to Kateri Little at Kateri.Little@state.mn.us.

For questions regarding the application process and approval, please contact Kateri Little at (651) 582-8857. If you have questions regarding the levy process, please contact Jason Reil at (651) 582-8866.

Sincerely;

Daley Lehmann

Daley Lehmann
Assistant Director, School Finance
Minnesota Department of Education

CC. Cathy Erickson, Director, School Finance
Jason Reil, Levy Coordinator
Kateri Little, Education Specialist 2

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David A. Johnson
Minnesota and Wisconsin
Licensed Land Surveyor

Alan K. Scofield
Minnesota Licensed
Land Surveyor

Marcus S. Johnson
Minnesota and Wisconsin
Licensed Land Surveyor
Wabasha County Surveyor

Mitchell A. Scofield
Minnesota Licensed
Land Surveyor

Brian K. Wodele
Minnesota and Wisconsin
Licensed Land Surveyor
Winona County Surveyor

Steven P. Voigt
Minnesota & Wisconsin
Professional Engineer

Scott J. Bechel
Wisconsin Licensed
Land Surveyor

2024 Hourly Rates

RATES NOT VALID FOR PREVAILING WAGE PROJECTS.

Survey Field Crew - \$175/hour

Survey Office Technician - \$155/hr

Licensed Land Surveyor- \$200/hour

Licensed Civil Engineer - \$200/hour

Engineering Technician - \$155/hr

Administrative- \$85/hour

Expert Witness Testimony: Prep/Review & Court Appearance- \$258.00/hour

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Hiawatha Valley Education District Timeline for Financing Winona Mall Purchase & Renovation



	Complete by	Event or Action
X	September 2023	Ehlers sends General Certificate to District to obtain information needed for the Preliminary Official Statement (POS), e.g. enrollment and budget information
X	November 13, 2023	Submission of Review and Comment
X	Special December Board Meeting	School Board School Board authorizes issuance of Request for Proposal (RFP) for Underwriter
X	December 18, 2023	MDE Sends Positive Review and Comment
X	December 31, 2023	Due Diligence phase of the Purchase Agreement
☐	January 31, 2024	Finalizing contingencies to the Purchase Agreement
☐	January 31, 2024	Determination on surplus property
☐	February 1, 2024	Distribute RFP
☐	February 8, 2024	Ehlers Finalizes Preliminary Official Statement (POS)
☐	February 2024	Certificate rating conference call with rating agency, District, and Ehlers (if needed)
☐	February 2024	Rating agency to issue rating (if needed); upon review of draft by Ehlers & District, agency to publish rating report
☐	February 21, 2024	School Board Ehlers Presents Presale Report to HVED Board
☐	Week of March 4th	Proposals from RFP due
☐	March 20, 2024	SPECIAL MEETING: Certificate Sale / School Board Meeting Ehlers presents Sale Day Report summarizing Sale of Certificates Approve Resolution Ratifying Award of Sale of the Certificates
☐	Week of March 25th	Kennedy & Graven completes closing documents and lease agreement
☐	Week of March 25th	Ehlers sends closing memo to District (includes sources and uses of funds, principal & interest payment schedule, and debt levies schedule)
☐	April 1, 2024	Certificate Closing Date and Real Estate Closing Dates: Ehlers facilitates Certificate closing, underwriter provides Certificate proceeds to Trustee, Trustee delivers real estate acquisition funds to title, and remaining proceeds are invested Close real estate acquisition
☐	Spring 2024	Preplanning
☐	Summer/Fall 2024	Design Completion Bidding in coordination with Publication Requirement (Publish at least 48 days but no more than 60 days prior to solicitation of bids) Public meeting to discuss Review & Comment
☐	December 2024	Permit Process
☐	January 2025 - July 2025	Construction
☐	July 2025	Occupancy



HVED Financing Timeline3

Received 1.24.2024

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