

Regular School Board Meeting of ISD 857

Tuesday, November 12, 2024 6:00 PM

REMOTE MEETING via ZOOM, 100 County Road 25 , Lewiston, MN 55952

I. Call Meeting to Order

II. Pledge of Allegiance

III. Quorum Call

David Baer
Sara Daley
Daniel Kreidermacher
Bree Maki
Melissa Meisch
Dave Pringle
Sarah Sommer

IV. Approve the November 12, 2024 Meeting Agenda

V. L-A High School Student Report

VI. Open Forum

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

VII. Resolution Canvassing Returns of Votes of School District General Election on the Election of Four School Board Members

VIII. Resolution Canvassing Returns of Votes of School District Special Election

IX. Discussion with Jodie Zesbaugh, Ehlers, Regarding the Sale of Building Bonds Process and Timeline.

X. Discussion with InGensa regarding Project Management Contract and Next Steps

XI. Authorize Superintendent Carman to execute contract with InGensa upon approval of contract by legal counsel.

XII. MCA Regional Comparisions and ACT Trend Data

XIII. Consent Agenda

- A. Board Meeting Minutes: October 21, 2024
- B. Financial Reports a. Oct 2024 Wire Payments
- b. October 2024 Payments Made by Check
- c. Multi Year Guideline

Approve the hire of Jolene Jordahl, elementary paraprofessional, starting 10/25/2024 at the rate of \$15.00/hour.

Approve the hire of Olivia Oevering, elementary paraprofessional, starting 10/25/2024 at the rate of \$15.00/hour.

Approve the hire of Nia Hacker as a Jr. High Girls Basketball Coach.

Approve the hire of Dustin Bunke as Jr. High Boys Basketball Coach.

Accept resignation of Darrin Hegland as L-A Wrestling Coach for LA/RP wrestling team.

Approve hire of Carter Jonsgaard as LA/RP Wrestling Assistant Coach (0.5) and Head Girls Wrestling Coach (0.5).

Accept donation of \$2189.47 from The Cardinal Foundation for high quality high school choir folders.

XIV. Policies and Forms on 1st Reading

503 Student Attendance Policy

XV. Policies and Forms on 2nd Reading

1. 711 Video Recording on School Buses
2. 712 Video Surveillance Other Than On Buses
3. 801 Equal Access to School Facilities
4. 802 Disposition of Obsolete Equipment and Material
5. 807 Health and Safety Policy

XVI. PK-5 Principal's Report

XVII. High School Principal's Report

XVIII. Superintendent's Report and Report from
Dashir

XIX. Board Committee Reports

XX. Upcoming Meeting Schedule

Monday, November 18th, 4:00pm Community
Education Advisory

Thursday, November 21st, 7:15am Health and
Safety Committee

Tuesday, November 19th, 9:00am Finance
Committee

Thursday - December 5th, Senior Citizen Lunch

Monday, December 9th, 6:00pm - Truth in
Taxation and Regular Board Meeting

Monday, January 13, 6:00pm - 2025
Organizational Meeting and Regular Board
Meeting

XXI. Adjourn.

Lewiston-Altura Public Schools ISD #857



Draft Schedule for Issuance of Voter Approved School Building Bonds

	Complete by	Event or Action
<input checked="" type="checkbox"/>	November 5, 2024	District voters approve issuance of General Obligation School Building Bonds
<input type="checkbox"/>	November 11, 2024	InGensa provides draw schedule for projects to District and Ehlers
<input type="checkbox"/>	November 12, 2024	School Board canvasses results from special election
<input type="checkbox"/>	December 2, 2024	Ehlers updates financial schedules and provides estimated debt service levy information to MDE for inclusion as part of levy for taxes payable in 2025
<input type="checkbox"/>	December 9, 2024	School Board Meeting School Board adopts Resolution Authorizing Sale of Bonds, including reimbursement language and participation in Credit Enhancement Program (CEP) School Board certifies final levy for taxes payable in 2025 (including estimated debt service levy for voter approved bonds)
<input type="checkbox"/>	December 2024/January 2025	Ehlers coordinates bond sale/issuance process
<input type="checkbox"/>	January 2025	Bond Sale Date - Ehlers Receives and Evaluates Proposals for Bonds
<input type="checkbox"/>	January 2025	School Board Meeting - Award Sale of Bonds Ehlers provides Sale Day Report to School Board School Board adopts Resolution Awarding Sale of Bonds
<input type="checkbox"/>	January/February 2025	Bond Closing Date District receives and invests bond proceeds

DRAFT AIA® Document B144/ARCH-CM™ - 1993

Standard Form of Amendment for the Agreement Between Owner and Architect where the Architect Provides CONSTRUCTION MANAGEMENT Services as an Adviser to the Owner

This **AMENDMENT** made as of the TBD day of November in the year 2024

is made to the **AGREEMENT** made as of the TBD day of November in the year 2024

BETWEEN the Owner:

Lewiston-Altura ISD #857
100 County Road 25
Lewiston, MN 55952

and

InGensa, Inc. ("**InGensa**"):

InGensa, Inc.
18215 45th Ave. N, Suite C
Plymouth, MN 55446

for the following November 5, 2024 approved referendum Projects:

Q2: Elementary and High School building improvements including creation of secure entrances; the construction of traffic flow improvements; renovations and upgrades to create larger kindergarten classrooms, flexible learning spaces, and improved career and technical education (CTE), science and art classroom spaces; remodeling and upgrades to create Americans with Disabilities Act (ADA) accessible restrooms and improved locker rooms; and the completion of various deferred maintenance projects at school sites and facilities.

The Scope of Work is defined in Exhibit A to AIA Document B102-2007.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 CONSTRUCTION MANAGEMENT RESPONSIBILITIES

§ 1.1 The construction management services to be provided by InGensa are as enumerated in Articles 2 and 3 of this Amendment. InGensa shall be entitled to use subconsultants to perform or assist in performing any of InGensa's services as Construction Manager under this Amendment ("**InGensa Subconsultants**"). It is understood by the parties that contracts for such professional services are not subject to competitive bidding requirements. All professionals providing such services whether directly by InGensa or professionals under contract with InGensa shall be qualified, and where required, properly licensed and or certified to perform these services and JCI is responsible to assure such license and certification.

§ 1.2 InGensa shall provide sufficient organization, personnel and management to carry out the requirements of this Amendment at all Project locations in an expeditious and economical manner consistent with the interests of the Owner.

§ 1.3 The services covered by this Amendment are subject to the time limitations contained in the Agreement.

ARTICLE 2 SCOPE OF SERVICES DURING PRECONSTRUCTION PHASES

§ 2.1 InGensa, as a part of InGensa's review of the program furnished by the Owner, shall provide a preliminary evaluation of the feasibility of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 2.2 InGensa shall prepare, in addition to preliminary estimates of Construction Cost for program requirements based on early schematic designs and other design criteria, comparative estimates for the cost evaluations of alternative materials and systems.

§ 2.3 As the preparation of the Schematic Design, Design Development and Construction Documents progresses, InGensa shall prepare and update preliminary Construction Cost estimates with increasing detail and refinement. Such estimates shall be provided for the Owner's review and approval prior to the commencement of performance by InGensa of services for each succeeding Pre-construction Phase. If separate contracts are to be awarded, the estimated cost of the scope of Work for each contract shall be indicated with supporting detail. InGensa shall advise the Owner if it appears that a preliminary Construction Cost estimate may exceed the latest approved Project budget and make recommendations for corrective action.

§ 2.4 Following the Owner's approval of the Construction Documents, InGensa shall update and submit the latest estimate of Construction Cost for the Owner's approval in accordance with the Agreement.

§ 2.5 InGensa shall submit recommendations on relative feasibility of construction methods, methods of Project delivery, availability of materials and labor, time requirements for procurement, installation and construction, and appropriate utilization of the site for mobilization of construction forces and materials and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets and possible economies. InGensa shall consult with the Owner regarding the Construction Documents and make recommendations whenever design details adversely affect contractibility, cost or schedules. InGensa shall identify bid categories as necessary and describe the scopes of Work to cover all necessary Work.

§ 2.6 InGensa shall prepare and update a Project schedule to show the timing of anticipated services and construction Work for the Owner's review and approval prior to commencement of InGensa's services for each succeeding Pre-construction Phase.

§ 2.7 In developing the Project schedule, InGensa shall identify critical and long-lead-time items for the coordination and integration of InGensa's services with the Owner's responsibilities, including the services of the Owner's other consultants and contractors.

§ 2.8 InGensa shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 2.9 InGensa shall submit a list of prospective bidders and a bidding schedule for the Owner's review and approval.

§ 2.10 InGensa shall solicit bidders' interest in the Project. InGensa shall prepare the appropriate bidding documents and assist the Owner in issuing bidding documents to bidders and conduct pre-bid conferences with prospective bidders. InGensa shall assist the Owner with the receipt of questions from bidders and the issuance of addenda.

§ 2.11 InGensa shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts.

§ 2.12 InGensa shall conduct pre-award conferences with successful bidders. InGensa shall advise the Owner of any reasonable objections to the proposed list of Subcontractors and material suppliers.

§ 2.13 InGensa shall make recommendations to the Owner regarding the assignment of responsibilities for providing temporary Project facilities and services for common use of the Contractors. InGensa shall verify that the requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 2.14 InGensa shall divide the Project into separate contracts or various categories for work including the method to be used for selecting Contractors and awarding contracts. If multiple Contracts are to be awarded, InGensa shall review the Construction Documents and provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project have been assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes has been minimized, and (4) proper coordination has been provided for phased construction.

§ 2.15 InGensa shall make recommendations to the Owner regarding the allocation of responsibilities for Project conditions among the Contractors.

§ 2.16 InGensa shall assist the Owner regarding the allocation of responsibilities for Project conditions among the Contractors. InGensa shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors. InGensa shall be responsible for ensuring that the Safety programs on the site run by the Contractor are coordinated and compliant with applicable laws.

ARTICLE 3 SCOPE OF SERVICES DURING THE CONSTRUCTION PHASE

§ 3.0 InGensa shall prepare a Project construction schedule providing for each scope of Work, including phasing of construction, times for commencement and completion required of each separate Contractor, ordering and delivery of materials requiring long-lead time and the occupancy requirements of the Owner.

§ 3.1 InGensa shall provide the Project construction schedule for each set of Contract Documents.

§ 3.2 InGensa shall provide administrative, management and related services to endeavor to coordinate the activities of the Contractors with each other and with those of the Owner and InGensa to complete the Project in accordance with the latest approved estimate of Construction Cost, the Project construction schedule and the Contract Documents.

§ 3.3 InGensa shall schedule and conduct pre-construction, construction and progress meetings with the Owner and the Contractors to discuss such matters as procedures, progress and scheduling. InGensa shall prepare and promptly distribute minutes to the Owner and Contractors.

§ 3.4 Utilizing the Construction Schedules provided by the Contractors, InGensa shall update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery of products requiring long-lead time and procurement. The Project construction schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. InGensa shall update and reissue the Project construction schedule as required to show current conditions. If an update indicates the previously approved Project construction schedule may not be met, InGensa shall recommend corrective action to the Owner.

§ 3.5 Consistent with the Bidding Documents, and utilizing information from the Contractors, InGensa shall coordinate the sequence of construction and assignment of space in areas where multiple Contractors are performing Work.

§ 3.6 InGensa shall monitor the approved estimate of Construction Cost. InGensa shall show actual costs for activities in progress and estimates for uncompleted tasks.

§ 3.7 InGensa shall develop cash flow reports and forecasts for the Project and advise the Owner as to variances between actual and budgeted or estimated costs.

§ 3.8 InGensa shall maintain cost accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, or other Work requiring accounting records.

§ 3.9 InGensa shall record the progress of the Project with written progress reports to the Owner including information on each Contractor's Work, as well as the entire Project, showing percentages of completion.

§ 3.10 InGensa shall keep a daily log containing a record of weather, Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.11 InGensa shall maintain at the Project site, on a current basis: one (1) record copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked to record all changes made during construction; Shop Drawings; Product Data; Samples; submittals; purchases; other related documents and revisions that arise out of the Contracts or Work, including as-constructed record drawings provided by the Contractor. InGensa shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. InGensa shall make all such records available to the Owner and, upon completion of the Project, shall deliver them to the Owner.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 InGensa's Basic CM Services described in Articles 1, 2 and 3 above are included in the compensation set forth in Section 6.1 of AIA Document B102-2007 executed by the Parties dated November, TBD, 2024. For all services that constitute a Change in Services, InGensa shall be compensated as an Additional Service as set forth in Section 6.2 of the AIA Document B201-2007, as modified by the Parties.

(Paragraphs deleted)

§ 4.2 The following services shall constitute a Change in Services:

- .1 Providing services made necessary by the termination or default of the Contractor, by major defects or deficiencies in the work of a contractor, or by failure of performance of either the Owner or a Contractor under a contract for construction.
- .2 Providing services in connection with a public hearing, arbitration proceeding or legal proceeding except where InGensa is a party thereto.
- .3 Providing services relative to future facilities, systems and equipment.
- .4 Providing services to verify the accuracy of drawings or other information furnished by the Owner.
- .5 Providing coordination of construction performed by the Owner's own forces and coordination of services required in connection with construction performed and equipment supplied by the Owner.
- .6 Providing services in connection with the work of separate consultants retained by the Owner.
- .7 **INTENTIONALLY OMITTED**
- .8 Providing any other services not otherwise included in this Agreement after notice to Owner and approval prior to providing such services.
- .9 Changes not due to mistake or ambiguity in the plans or specifications arising from Owner-requested changes following the Owner's acceptance of the designs and plans for the Project at each phase of the development process (schematic design, design development and construction documents);
- .10 Provided services that become necessary due to conditions that are encountered at the Site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or Record Drawings provided by the Owner which form a basis

on which InGensa relied for its design of (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents;

.11 Providing any other services not otherwise included in Exhibit A.

ARTICLE 5 THE OWNER'S RESPONSIBILITIES

§ 5.1 The Owner reserves the right to perform Work related to the Project with the Owner's own forces, and to award contracts in connection with the Project that are not part of InGensa's responsibilities under this Amendment. InGensa shall notify the Owner if any such independent action will in any way interfere with InGensa's ability to perform under this Amendment.

§ 5.2 The Owner shall furnish the required information and services and shall render approvals and decisions expeditiously for the orderly progress of InGensa's services.

ARTICLE 6 BASIS OF COMPENSATION

§ 6.1 The Owner shall compensate InGensa for Construction Management Services (as described in Articles 1, 2 and 3 above) as set forth in Section 6.1 of AIA Document B102-2007, as modified by the parties.

« »

ARTICLE 7 OTHER CONDITIONS OR SERVICES

§ 7.1 The following Reimbursable Expenses are in addition to those listed in the Agreement modified by this Amendment:

(List Reimbursable Expenses not already listed in the Agreement between Owner and InGensa referenced above.)

«None. »

§ 7.2 This Amendment shall further modify the Agreement as follows:

(Insert descriptions of other services, identify Additional Services included within Basic Compensation and modifications to the payment and compensation terms included in this Amendment.)

«N/A»

This Amendment entered into as of the day and year first written above.

OWNER

« »

(Signature)

Gwen Carman, Superintendent

(Printed name and title)

INGENSA, INC.

« »

(Signature)

Jacqueline Coleman, CEO & President

(Printed name and title)

OWNER

« »

(Signature)

Brein Maki, Board Chairperson

(Printed name and title)

62892520.2



2024 Hourly Fee Breakdown

Position	\$/Hour
▪ Consultant	\$225.00
▪ Senior Design/Engineer/Principal	\$175.00
▪ Senior Project Architect/Principal	\$175.00
▪ Senior Project Manager	\$145.00
▪ Project Engineer III	\$140.00
▪ Project Architect	\$140.00
▪ Project Engineer II	\$130.00
▪ Project Engineer I	\$120.00
▪ Staff Architect	\$110.00
▪ Site Construction Superintendent	\$110.00
▪ Project Designer	\$100.00
▪ Project Coordinator	\$ 90.00
▪ Administration	\$ 85.00

Data practices requests will be billed at the hourly consultant and administration rates outlined above.

The Owner's Project Budget for the Cost of the Work

The Project Budget is as follows:

Amount of the Owner's overall budget for the Project is: Nineteen Million Six Hundred Fifty-Eight Thousand Eight Hundred Forty-Four Dollars (\$19,658,844). Project Budget does not include bond issuance costs.

The Cost of Work is as follows:

Amount of the Owner's budget for the Cost of Work is: Sixteen Million Two Hundred One Thousand Eight Hundred Thirty-Four Dollars (\$16,201,834).

Construction Budget:	\$ 16,201,834
Development & Design Fees:	<u>\$ 3,457,010</u>
Total Project Budget:	\$ 19,658,844

Services Provided by InGensa, Inc.

InGensa and its consultants will provide the following services under this agreement:

- Program Management
- Architecture
- Engineering (Mechanical, Electrical, Structural, Civil)
- Commissioning
- General Conditions
- Reimbursables
- Agency Construction Management

Procurement Method

Design-Bid-Build, Agency Construction Management with multiple primes under direct contract with owner.

InGensa identifies the following representative in accordance with AIA Document B102™-2007, Section 1.1.8:

Jacqueline Coleman
InGensa, Inc.
18215 45th Ave N., Suite C
Plymouth MN 55446

The Owner identifies the following representative in accordance with AIA Document B102™-2007, Section 2.2:

Gwen Carman, Superintendent
Lewiston-Altura ISD #857
100 County Road 25
Lewiston, MN 55952

DRAFT AIA® Document B201™ – 2017

Standard Form of Architect's Services: Design and Construction Contract Administration

for the following November 5, 2024 approved referendum PROJECTS:

Q2: Elementary and High School building improvements including creation of secure entrances; the construction of traffic flow improvements; renovations and upgrades to create larger kindergarten classrooms, flexible learning spaces, and improved career and technical education (CTE), science and art classroom spaces; remodeling and upgrades to create Americans with Disabilities Act (ADA) accessible restrooms and improved locker rooms; and the completion of various deferred maintenance projects at school sites and facilities.

The Scope of Work is defined in Exhibit A to AIA Document B102-2007.

THE OWNER:

Lewiston-Altura ISD #857
100 County Road 25
Lewiston, MN 55952

INGENSA, INC. ("InGensa"):

InGensa, Inc.
18215 45th Ave. N, Suite C
Plymouth, MN 55718

THE AGREEMENT

This AIA Document B201-2007 (hereinafter, this "Agreement") is incorporated by reference in AIA Document B102-2007 Executed by the Owner and InGensa dated the TBD day of November in the year 2024.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 SCOPE OF INGENSA'S BASIC SERVICES
- 3 ADDITIONAL SERVICES
- 4 OWNER'S RESPONSIBILITIES
- 5 COST OF THE WORK
- 6 COMPENSATION
- 7 ATTACHMENTS AND EXHIBITS

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in Article 1 and in optional *Exhibit A*, Initial Information:

(Complete Exhibit A, Initial Information and incorporate it into this services document at Section 7.1, or state below Initial Information such as details of the Project's site and

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document provides the Architect's scope of services only and must be used with an owner-architect agreement. It may be used with AIA Document B102™-2017, Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services, to provide the Architect's sole scope of services, or with B102 in conjunction with other standard form services documents. It may also be used with G802™-2017, Amendment to the Professional Services Agreement, to create a modification to any owner-architect agreement.

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program, Owner's contractors and consultants, InGensa's Subconsultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

See B201 Exhibit A - Scope of Work. Owner Project Budget is Nineteen Million Six Hundred Fifty-Eight Thousand Eight Hundred Forty-Four Dollars (\$19,658,844).

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

.1 Commencement of construction date:

June 2025

.2 Substantial Completion date:

August 2027

§ 1.3 The Owner and InGensa may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and InGensa shall appropriately adjust the schedule, InGensa's services and InGensa's compensation.

§ 1.4 InGensa's Consultants.

- .1 Architectural: ISG Architects
- .2 Mechanical & Electrical Engineering: Hallberg Engineering
- .3 Structural Engineering: Sandman Engineering
- .4 Civil Engineering: Larson Engineering

ARTICLE 2 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 2.1 InGensa shall provide design services through licensed consultants ("InGensa's Subconsultants") including all architectural, structural, mechanical, civil and electrical engineering services. The parties agree and understand that all architectural services shall be provided by InGensa or engineer of records as a consultant to InGensa.

§ 2.1.1 InGensa shall manage InGensa's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 2.1.2 InGensa shall coordinate its services with those services provided by the Owner and the Owner's consultants. InGensa shall be entitled to reasonably rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. InGensa shall provide prompt written notice to the Owner if InGensa becomes aware of any error, omission or inconsistency in such services or information, subject to InGensa's obligation as the design professional to investigate with reasonable due diligence the existing conditions, recognizing that this Project primarily involves renovation and replacement of existing structures and systems.

§ 2.1.3 As soon as practicable after the date of this Agreement, InGensa shall submit for the Owner's approval a schedule for the performance of InGensa's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by InGensa or Owner. With the Owner's approval, InGensa shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 2.1.4 InGensa shall not be responsible for an Owner's directive or substitution made without InGensa's approval.

§ 2.1.5 InGensa and InGensa's Subconsultants shall perform the services consistent with the professional skill and care ordinarily provided by architects and engineers performing the same or similar services, in the same or similar

services, in the same or similar locality, under the same or similar circumstances. InGensa and InGensa's Subconsultants shall design the Project and supply plans and specifications that conform to all applicable Federal, State and local laws, codes, ordinances and regulations applicable to InGensa's services. InGensa and InGensa's Subconsultants shall require that the contractors provide written certification that they, and their subcontractors working on the Project, have complied with applicable laws at the time any request for payment is made. This Agreement is made subject to all applicable law, statues, codes, rules, ordinances and regulations governing the Owner and its rights, obligations limitations and requirements pertaining to this Agreement and the Project ("Laws").

§ 2.1.6 INTENTIONALLY OMITTED

§ 2.1.7 InGensa shall assist the Owner in connection with the Owner's responsibility for obtaining building permits or filing other documents required for the approval of governmental authorities having jurisdiction over the Project. InGensa shall not be responsible for any delays by governmental authorities in the approval process, or for any refusal of governmental authorities to approve any such permits or other documents.

§ 2.1.8 InGensa shall not be responsible for advising Owner on real estate matters, including the selection, suitability, value, condition, title, zoning or developability of any real estate which is or becomes a part of the Project.

§ 2.2 SCHEMATIC DESIGN PHASE SERVICES

§ 2.2.1 InGensa shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to InGensa's services.

§ 2.2.2 InGensa shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. InGensa shall notify the Owner of (1) any readily apparent inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 2.2.3 InGensa shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. InGensa shall reach an understanding with the Owner regarding the requirements of the Project.

§ 2.2.4 InGensa, through InGensa's Subconsultants, shall provide Schematic Design Documents based on the mutually agreed-upon program, schedule, and budget for the Cost of Work. The documents shall establish the conceptual design of the Project illustrating the scale and relationship of the Project components.

§ 2.2.5 The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 2.2.5.1 InGensa, through InGensa's Subconsultants, shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 3.

§ 2.2.5.2 InGensa shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 2.2.6 InGensa shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 5.3. As the design process progresses through the end of the preparation of the Construction Documents, InGensa shall update and refine the preliminary estimate of the Cost of Work.

§ 2.2.7 InGensa shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 2.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 2.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, InGensa and InGensa's Subconsultants shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 2.3.2 InGensa shall update the estimate of the Cost of the Work.

§ 2.3.3 InGensa shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 2.3.4 The Owner shall review and approve Design Development Documents within a reasonable period of time following delivery.

§ 2.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 2.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, InGensa, through InGensa's Subconsultants, shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and InGensa acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which InGensa shall review in accordance with Section 2.6.4.

§ 2.4.2 InGensa shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 2.4.3 During the development of the Construction Documents, InGensa, along with the architect or engineer of record and the Owner, shall work together to develop and prepare the (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). InGensa and/or InGensa's Subconsultants shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 2.4.4 InGensa shall update the estimate for the Cost of the Work.

§ 2.4.5 InGensa shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 5.5, and request the Owner's approval.

§ 2.5 BIDDING OR NEGOTIATION PHASE SERVICES

Following the Owner's approval of the Construction Documents, InGensa shall assist the Owner in obtaining competitive bids; (2) confirming responsiveness of bids; (3) determining the successful bid, if any; and (4) awarding and preparing contracts for construction.

§ 2.5.2 COMPETITIVE BIDDING

§ 2.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 2.5.2.2 InGensa shall assist the Owner in bidding the Project by

- .1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

- .2 distributing the Bidding Documents to prospective bidders requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 2.5.2.3 InGensa shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 2.5.3 NEGOTIATED PROPOSALS

§ 2.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 2.5.3.2 The InGensa shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 2.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the InGensa shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 2.6 CONSTRUCTION PHASE SERVICES

§ 2.6.1 GENERAL

§ 2.6.1.1 InGensa shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201-2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201-2007, General Conditions of the Contract for Construction, those modifications shall not affect InGensa's services under this Agreement unless the Owner and InGensa amend this Agreement.

§ 2.6.1.2 InGensa shall advise and consult with the Owner during the Construction Phase Services. InGensa shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. InGensa shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall InGensa or InGensa's Subconsultants be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. InGensa shall be responsible for InGensa's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 2.6.1.3 Subject to Section 3.3, InGensa's responsibility to provide Construction Phase services commences with the award of the Contract for Construction and terminates on the date InGensa issues the final Certificate for Payment.

§ 2.6.2 EVALUATIONS OF THE WORK

§ 2.6.2.1 InGensa or InGensa's Subconsultants, as representatives of the Owner, shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 3.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, neither InGensa nor InGensa's Subconsultants shall be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits InGensa shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and

report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

§ 2.6.2.2 InGensa shall reject Work that it discovers does not conform to the Contract Documents unless approved in writing by the Owner. Whenever InGensa considers it necessary or advisable, InGensa shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of InGensa nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of InGensa to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 2.6.2.3 InGensa shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. InGensa's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 2.6.2.4 Interpretations and decisions of InGensa shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, InGensa shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. InGensa's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 2.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, General Conditions of the Contract for Construction, InGensa shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 2.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 2.6.3.1 InGensa shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. InGensa's certification for payment shall constitute a representation to the Owner, based on InGensa's evaluation of the Work as provided in Section 2.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of InGensa's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by InGensa.

§ 2.6.3.2 The issuance of a Certificate for Payment shall not be a representation that InGensa has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 2.6.3.3 InGensa shall maintain a record of the Applications and Certificates for Payment.

§ 2.6.4 SUBMITTALS

§ 2.6.4.1 InGensa shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. InGensa's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in InGensa's professional judgment to permit adequate review.

§ 2.6.4.2 In accordance with InGensa-approved submittal schedule, InGensa shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. InGensa's review shall not constitute approval of safety

precautions or, unless otherwise specifically stated by InGensa, of any construction means, methods, techniques, sequences or procedures. InGensa's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 2.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, InGensa shall specify the appropriate performance and design criteria that such services must satisfy. Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to InGensa. InGensa shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 2.6.4.4 Subject to the provisions of Section 3.3, InGensa shall review and respond to requests for information about the Contract Documents. InGensa shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. InGensa's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, InGensa shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 2.6.4.5 InGensa shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 2.6.5 CHANGES IN THE WORK

§ 2.6.5.1 InGensa may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 3.3, InGensa shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 2.6.5.2 InGensa shall maintain records relative to changes in the Work.

§ 2.6.6 PROJECT COMPLETION

§ 2.6.6.1 InGensa shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 2.6.6.2 InGensa's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 2.6.6.3 When the Work is found to be substantially complete, InGensa shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 2.6.6.4 InGensa shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 2.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, InGensa shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

§ 2.6.7 COMMISSIONING SERVICES

§ 2.6.7.1 InGensa, with the Owner's assistance, shall oversee the close-out of the Project, as well as the commencement and final reporting and response action determined by the commissioning services for each Project where commissioning is required pursuant to applicable law.

§ 2.6.7.2 InGensa shall coordinate and complete all testing and reporting required by applicable law. InGensa shall consult with Owner on post-construction issues until the Project is turned over to Owner.

ARTICLE 3 ADDITIONAL SERVICES

§ 3.1 Additional Services listed below are not included in Basic Services but may be required for the Project. InGensa shall provide the listed Additional Services only if specifically designated in the table below as InGensa's responsibility, and the Owner shall compensate InGensa as provided in Section 6.2.

(Designate the Additional Services InGensa shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 3.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not Provided)	Location of Service Description (Section 3.2 below or in an exhibit attached to this document and identified below)
§ 3.1.2 Multiple preliminary designs	Not Provided	
§ 3.1.3 Measured drawings	Not Provided	
§ 3.1.4 Existing facilities surveys	Owner	
§ 3.1.5 Site Evaluation and Planning (B203™–2007)	Not Provided	
§ 3.1.6 Building Information Modeling (E202™–2008)	Not Provided	
§ 3.1.10 Value Analysis (B204™–2007)	Not Provided	
§ 3.1.15 As-constructed record drawings	Not Provided	Provided by trade contractors
§ 3.1.16 Post occupancy evaluation	Not Provided	
§ 3.1.17 Facility Support Services (B210™–2007)	Not Provided	
§ 3.1.18 Tenant-related services	Not Provided	
§ 3.1.19 Coordination of Owner's consultants	InGensa	
§ 3.1.27 Furniture, Furnishings, and Equipment Design (B253™–2007)	Not Provided	

(Paragraphs deleted)

§ 3.3 Additional Services may be provided after execution of this Agreement, if mutually agreed in writing, without invalidating the Agreement. Except for services required due to the fault of InGensa, any Additional Services provided in accordance with this Section 3.3 shall entitle InGensa to compensation pursuant to Section 6.3.

§ 3.3.1 Upon recognizing the need to perform the following Additional Services, InGensa shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. InGensa shall not proceed to provide the following services until InGensa receives the Owner's written authorization.

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner (Schematic design, design development and construction documents);

- .7 Preparation for, and attendance at, a public presentation, meeting or hearing except as follows: attendance at two (2) public meetings/hearings shall be included in InGensa's Basic Services;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where InGensa is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction;
- .11 Assistance to the Initial Decision Maker, if other than InGensa;
- .12 If additional planning services are required;
- .13 Providing services to verify the accuracy of drawings or other information furnished by the Owner;
- .14 Providing services of necessary consultants for other than architectural, structural, mechanical and electrical engineering portions of the Project provided as a part of this Agreement;
- .15 Providing any other services not otherwise included; or
- .16 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .17 Renderings, models, mockups, professional photography and presentation materials required by the Owner.

§ 3.3.2 InGensa shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to InGensa, and the Owner shall have no further obligation to compensate InGensa for those services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by InGensa;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service except as follows: where the need for the Change Order or Change Directive arises from an error or omission in InGensa's Instruments of Service, these services shall be included in InGensa's Basic Services;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent InGensa's Basic Services are affected, providing Construction Phase Services sixty (60) days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.

§ 3.3.3 InGensa shall provide Construction Phase Services exceeding the limits set forth in Section 3.3.4 below as Additional Services. When the limits below are reached, InGensa shall notify the Owner:

- .1 Visits to the site and inspections by InGensa appropriate to the state of construction over the duration of the Project during construction, but in no event less than weekly.
- .2 Reasonable and necessary inspections, but in no event less than two (2), for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents and all applicable laws, codes and ordinances.
- .3 Reasonable and necessary inspections, but in no event less than two (2), for any of the work to determine final completion. Additional inspection and visits as mutually agreed to by the parties to determine that the work is substantially completed in accordance with the Contract Documents and all applicable laws, codes, ordinances, rules, regulations and architectural and construction industry standards.
- .4 One (1) inspection of the Work before the expiration of the Contractor's correction period.

§ 3.3.4 If the services covered by this Agreement have not been completed by «December 31, 2027», through no fault of InGensa, extension of InGensa's services beyond that time shall be compensated as Additional Services.

§ 3.3.5 Notwithstanding anything to the contrary herein or otherwise, InGensa does not intend for this Agreement and the services furnished hereunder to constitute the "privatization" of any of Owner's government functions as defined in Minnesota Statutes Chapter 13 ("Chapter 13"). Owner will promptly notify InGensa, and InGensa will promptly notify Owner, of any Chapter 13 requests relating to the services hereunder.

ARTICLE 4 OWNER'S RESPONSIBILITIES

§ 4.1 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 5.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall not significantly increase or decrease the overall budget, the portion of the budget allocated for the Cost of the Work, or contingencies included in the overall budget or a portion of the budget, without the agreement of InGensa to a corresponding change in the Project scope and quality.

§ 4.2 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 4.3 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 4.4 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 4.5 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and InGensa's Subconsultants through InGensa about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify InGensa of any direct communications that may affect InGensa's services.

§ 4.6 Before executing the Contract for Construction, the Owner shall coordinate InGensa's duties and responsibilities set forth in the Contract for Construction with InGensa's services set forth in this Agreement. The Owner shall provide InGensa a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 4.7 The Owner shall provide InGensa access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide InGensa access to the Work wherever it is in preparation or progress.

§ 4.8 The Parties understand and agree InGensa is not required to make an exhaustive site inspection prior to commencing its services and InGensa is not required to verify concealed conditions on the site.

§ 4.9 InGensa agrees to prepare the Health & Safety Report as required by the Owner or otherwise and negotiate, or assist the Owner in negotiating, the Health & Safety Report with the appropriate governing board or agency.

§ 4.10 InGensa shall undertake and produce detailed financial models which will illustrate estimated costs and savings to be gained through the Work. This financial modeling shall be solely for the Owner's information. InGensa does not guarantee or warrant that costs and savings outlined in such financial modeling will be realized and shall not be liable to the Owner in the event that actual costs and savings identified in the financial modeling are less than estimated.

§ 4.11 InGensa shall present, or assist the Owner in presenting, a detailed plan together with financial models to the appropriate governing board or agency for final review and approval.

§ 4.12 InGensa shall complete and process all available utility rebate requests on behalf of the Owner, who shall be the beneficiary of such rebates.

ARTICLE 5 COST OF THE WORK

§ 5.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by InGensa and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of InGensa, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 4.1, 5.4 and 5.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by InGensa, represent InGensa's judgment as a design professional. It is recognized, however, that neither InGensa nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, InGensa cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by InGensa.

§ 5.3 In preparing estimates of the Cost of Work, InGensa shall be permitted to include contingencies for, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. InGensa's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost-estimating services, InGensa shall provide such services as an Additional Service under Article 3.

§ 5.4 If the Bidding or Negotiation Phase has not commenced within ninety (90) days after InGensa submits the Construction Documents to the Owner, through no fault of InGensa, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 5.5 If at any time InGensa's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, InGensa shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with InGensa in making such adjustments.

§ 5.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 5.5 of AIA Document B102-2007;
- .4 in consultation with InGensa, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

§ 5.7 If the Owner chooses to proceed under Section 5.6.4, InGensa, without additional compensation, shall modify the Construction Documents for which InGensa is responsible under this Agreement as necessary to comply with the Owner's budget for the Cost of the Work. InGensa's modification of the Construction Documents shall be the limit of InGensa's responsibility under this Article 5.

§ 5.8 InGensa shall be entitled to compensation in accordance with this Agreement for all services performed whether or not construction is commenced.

ARTICLE 6 COMPENSATION

§ 6.1 InGensa's Basic Services described under Article 2 above are included in the compensation set forth in Section 6.1 of AIA Document B102-2007 executed by the Parties dated «November TBD, 2024».

§ 6.2 For Additional Services designated in Section 3.1, the Owner shall compensate InGensa on a time and material basis at hourly rates set forth in Exhibit B unless agreed to otherwise by Owner and InGensa.

§ 6.3 For Additional Services that may arise during the course of the Project, including those under Section 3.3, during the course of the Project, the Owner shall compensate InGensa on a time and material basis at hourly rates set forth on AIA Document B201 Article 6.7, Hourly Fee Breakdown unless agreed to otherwise by Owner and InGensa.

§ 6.4 Compensation for Additional Services of InGensa’s Subconsultants when not included in Section 6.2 or 6.3, shall be the amount invoiced to InGensa plus a fee of one percent (1%), or as otherwise stated below:

§ 6.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	Fifteen percent (15 %)
Design Development Phase	Twenty percent (20 %)
Construction Documents Phase	Forty percent (40 %)
Bidding or Negotiation Phase	Five percent (5 %)
Construction Phase	Twenty percent (20 %)
Total Basic Compensation	One Hundred percent (100 %)

§ 6.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 6.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. InGensa shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 6.7 The hourly billing rates for services of InGensa and InGensa’s Subconsultants, if any, are set forth below. The rates shall be adjusted in accordance with InGensa’s and InGensa’s Subconsultants’ normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

«See Exhibit B for hourly rates.»

Employee or Category	Rate
« »	

ARTICLE 7 ATTACHMENTS AND EXHIBITS

The following attachments and exhibits, if any, are incorporated herein by reference:

- B201 Exhibit A – Scope of Work
- B201 Exhibit B – Hourly Rates

OWNER

« »

(Signature)

Gwen Carman, Superintendent

(Printed name and title)

INGENSA, INC.

« »

(Signature)

Jacqueline Coleman, CEO & President

(Printed name and title)

OWNER

<< >>

(Signature)

Brein Maki, Board Chairperson

(Printed name and title)

62892577.2



Lewiston-Altura Public School ISD #857

Project Facility Improvements

On November 5, 2024, voters of the Lewiston-Altura School District approved \$19.95M in improvements at both the elementary and high school buildings.

At the elementary, improvements include upgrades to plumbing; tuckpointing; windows replacements, door and hardware upgrades, gym equipment and flooring upgrades, site improvements; new playground equipment; remodeled office space, a small addition to create a secured entry, remodel existing space into a family restroom; classroom casework and wall upgrades to address sound issues, remodeling of existing space to create larger kindergarten classrooms; remodeling of group restrooms to increase capacity and meet American Disabilities Act (ADA) requirements; and a new bus and parent drop-off area.

At the High School improvements include upgrades to door and hardware; fire alarm system replacement; galvanized plumbing replacements; tuckpointing; roofing replacements; windows replacements; classroom casework replacements; main gym flooring replacement; new C-Gym bleachers; site improvements; an addition to create a secured entry and provide adequate office space; repurpose existing space into a flexible student space for wrestling/dance/community use; renovations to update the science and art classrooms; renovations to update the locker rooms; career and technical education (CTE) area remodeling for better utilization;; and a new bus drop-off area. After evaluation and consideration of operational needs and budget pressures over the last number of years, the district will be asking for an increase in the district's operating levy.

ESTIMATED EXPENDITURES

The following provides a description of the major components of the project with estimated expenditures:

Question #2	
Elementary	
Additions	\$ 233,231
Renovations	\$ 1,887,055
Deferred Maintenance	\$ 1,531,058
Site Work	\$ 738,416
Technology/FF&E	\$ 184,484
Contingency & Escalation	\$ 207,393
Project Soft Costs	\$ 613,472
Total:	\$ 5,395,109
High School	
Additions	\$ 672,805
Renovations	\$ 4,704,236
Deferred Maintenance	\$ 6,297,661
Site Work	\$ 338,710
Technology/FF&E	\$ 80,100
Contingency & Escalation	\$ 548,310
Project Soft Costs	\$ 1,621,913
Total:	\$ 14,263,735
Other Costs	
Capitalized Interest	\$ -
Bond Issuance	\$ 437,500.00
Total Other Costs:	\$ 437,500.00

DRAFT AIA® Document B102™ – 2017

Standard Form of Agreement Between Owner and Architect without a Predefined Scope of Architect's Services

AGREEMENT made as of the **TBD** day of November in the year 2024(the "Effective Date")

(In words, indicate day, month and year.)

BETWEEN InGensa's client identified as the Owner:

Lewiston-Altura ISD #857
100 County Road 25
Lewiston, MN 55952

and InGensa, Inc. ("InGensa"):

InGensa, Inc.
18215 45th Ave. N, Suite C
Plymouth, MN 55446

for the following November 5, 2024, approved referendum Projects:

Q2: Elementary and High School building improvements including creation of secure entrances; the construction of traffic flow improvements; renovations and upgrades to create larger kindergarten classrooms, flexible learning spaces, and improved career and technical education (CTE), science and art classroom spaces; remodeling and upgrades to create Americans with Disabilities Act (ADA) accessible restrooms and improved locker rooms; and the completion of various deferred maintenance projects at school sites and facilities.

TABLE OF ARTICLES

- 1 **INGENSA'S RESPONSIBILITIES**
- 2 **OWNER'S RESPONSIBILITIES**
- 3 **COPYRIGHTS AND LICENSES**
- 4 **CLAIMS AND DISPUTES**
- 5 **TERMINATION OR SUSPENSION**
- 6 **COMPENSATION**
- 7 **MISCELLANEOUS PROVISIONS**
- 8 **SPECIAL TERMS AND CONDITIONS**
- 9 **SCOPE OF THE AGREEMENT**

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INGENSA'S RESPONSIBILITIES

§ 1.1 The Owner and InGensa agree as follows:

§ 1.1.1 InGensa is not a licensed architect. Therefore, InGensa shall be entitled to use architects, engineers and other design professionals as subconsultants to perform or assist in performing any of InGensa's services under this Agreement ("InGensa's Subconsultants"). The Parties intend to use AIA documents as the basis for the Contract Documents, including InGensa's contracts with InGensa Subconsultants. The Parties understand and agree that the architects or engineers of record on the Project will be InGensa's Subconsultants, and InGensa in no manner represents or implies that InGensa intends to perform architectural or engineering services for which it is not appropriately licensed. Contracts between InGensa and InGensa's Subconsultants shall reference the Owner as a third-party beneficiary as well as an additional insured for insurance purposes.

§ 1.1.2 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or InGensa. It is the intent of the Parties that InGensa's contract with architects, engineers, other design professionals and others performing InGensa's services on the Project are for the direct benefit and third-party benefit of the Owner and that the Owner is entitled to the benefit of such contracts. InGensa will include language incorporating this intent in any contracts which InGensa may have with its Subconsultants and any contracts between InGensa's Subconsultants and other consultants.

§ 1.1.3 The Parties intend to use AIA documents as the basis for the Owner's contracts with its contractors. The Owner, not InGensa, shall execute and procure construction agreements with all appropriate contractors in accordance with applicable laws.

§ 1.1.4 The Parties understand and agree that a significant number of improvements and additions have been made at the Site over time. The Parties understand and agree that InGensa does not represent or warrant the quality or acceptability of the previous work.

§ 1.1.5 The Parties understand and agree InGensa and InGensa's Subconsultants will provide design, engineering, and construction management services for the improvements outlined in Exhibit A.

§ 1.1.6 The services to be performed by InGensa and InGensa's Subconsultants under this Agreement include the design and construction contract administration services as set forth in Article 2 of AIA Document B201-2007 and the construction management services set forth in Articles 1, 2, and 3 of AIA Document B144/ARCH-CM-1993, and such other services as expressly set forth therein and in any other documents comprising this Agreement as enumerated in Article 9 below. It is understood by the Parties that contracts for such professional services are not subject to competitive bidding requirements. All professionals providing such services whether directly by InGensa or professionals under contract with InGensa shall be qualified, and where required, properly licensed and/or certified to perform these services.

§ 1.1.7 InGensa, by and through InGensa's Subconsultants, shall perform its services consistent with the professional skill and care ordinarily provided by architects and engineers performing the same or similar services, in the same or similar locality, under the same or similar circumstances. InGensa shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 1.1.8 InGensa shall identify a representative authorized to act on behalf of InGensa with respect to the Project.

§ 1.1.9 Except with the Owner's knowledge and consent, InGensa shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise InGensa's professional judgment with respect to this Project.

§ 1.1.10 Prior to commencing the services, InGensa shall provide a certificate of insurance to the Owner showing its insurance coverages, and InGensa shall maintain such insurance, naming Owner as an additional insured under its Comprehensive General Bodily Injury and Property Damage policy, in full force and effect at all times until the services have been completed, in the following minimum amounts:

COVERAGES	LIMITS OF LIABILITIES
Workmen's Compensation, including Employer's Liability Insurance	Statutory
Comprehensive General Bodily Injury & Property Damage Liability Insurance, including Contractual	\$1,000,000 Per Occurrence \$2,000,000 Products & Completed Operations Aggregate
Comprehensive General Personal Injury Liability Insurance, including Contractual	\$1,000,000 Per Occurrence
Comprehensive Automobile Liability Insurance: Bodily Injury & Property Damage Liability Insurance	\$1,000,000 Per Accident
Professional Liability Insurance	\$3,000,000 Per Claim \$3,000,000 Aggregate
Umbrella Liability Insurance	\$2,000,000 Per Occurrence \$2,000,000 Aggregate

Owner shall maintain Property Insurance (builder's risk completed value, or equivalent property insurance) in sufficient amount for the entire period of the Agreement on a replacement cost basis. Such insurance shall be on an "all risk" basis including theft and shall protect the interest of the Owner, InGensa, InGensa's Subconsultants, Owner's Contractors and Subcontractors and shall name Owner and InGensa as an additional insured, and shall cover reasonable compensation for InGensa's services and expenses required as a result of such insured loss.

§ 1.11 InGensa and its Subconsultants shall furnish proof of insurance confirming that they have procured the foregoing required insurance coverages prior to execution of this Agreement. Such proof shall also confirm that the insurer has agreed that it will not cancel the insurance without giving the Owner thirty (30) days advance written notice of its intent to cancel. InGensa shall likewise require of its Subconsultants' proof of insurance meeting the foregoing requirements as a condition precedent to their engagement to perform services on the Project.

ARTICLE 2 OWNER'S RESPONSIBILITIES

§ 2.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within fifteen (15) days after receipt of a written request from InGensa, the Owner shall furnish the requested information as necessary and relevant for InGensa to evaluate, give notice of or enforce lien rights.

§ 2.2 The Owner shall identify a representative authorized to act on the Owner's behalf only with respect to specific matters delegated to the representative in writing by the Owner's Board. In no event shall the Owner's Representative have authority to agree to any adjustments in the Contract Sum or Contract Time. Adjustments to the Contract Sum or Contract Time require approval by the Owner's Board. The Owner shall render decisions and approve InGensa's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of InGensa's services.

§ 2.3 InGensa shall coordinate the services of InGensa's Subconsultants with those services provided by InGensa itself. Upon InGensa's request, the Owner shall furnish copies of the scope of consulting services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement to be furnished by InGensa, or authorize InGensa to furnish them as an Additional Service, when InGensa requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 2.4 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests. Except with regard to a claim covered under Owner's property insurance or builder's risk insurance, for which claims Owner waives

subrogation against InGensa, nothing herein shall be construed to require the Owner to defend or indemnify InGensa for InGensa's own negligence or intentional acts.

§ 2.5 The Owner shall provide prompt written notice to InGensa if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Instruments of Service.

§ 2.6 The Owner shall provide InGensa all Record Drawings, as-built drawings, or construction drawings of the existing facilities within the Owner's possession, custody or control. InGensa shall be entitled to reasonably rely on any such drawings.

ARTICLE 3 COPYRIGHTS AND LICENSES

§ 3.1 InGensa and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and InGensa intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 3.2 InGensa and InGensa's Subconsultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of InGensa and InGensa's Subconsultants.

§ 3.3 Upon execution of this Agreement, InGensa grants to the Owner a nonexclusive license to use the Instruments of Service solely and exclusively for the Project, provided that the Owner performs its obligations, including prompt payment of all sums when due, under this Agreement. InGensa shall obtain similar nonexclusive licenses from InGensa's Subconsultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services for the Project and for future use in maintaining, repairing, and improving the Project. The Owner's non-exclusive license to use the Instruments of Service shall be governed by Section 5.8.

§ 3.3.1 INTENTIONALLY OMITTED

§ 3.4 Except for the licenses granted in this Article 3, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of InGensa. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to InGensa and InGensa's Subconsultants.

ARTICLE 4 CLAIMS AND DISPUTES

§ 4.1 GENERAL

§ 4.1.1 INTENTIONALLY OMITTED

§ 4.1.2 To the extent damages are covered by property insurance, the Owner and InGensa waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction, if applicable. The Owner or InGensa, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein. Owner's builder's risk insurance shall be primary and not contributory.

§ 4.1.3 To the extent allowed by law, InGensa and the Owner each agree to indemnify the other party and its respective officers, agents, directors and employees from third party claims, demands, actions, liabilities, expenses or suits for bodily injury, including death or tangible property damage to the extent resulting from the intentional misconduct or any negligent act or omission by its employees or agents. The parties expressly agree that the other shall be responsible only to the extent such injury or damage was caused by the intentional misconduct or negligent

act or omission of its own employees or agents and neither party shall be responsible for any injury or damage to the extent caused, or contributed to, in any manner by the other.

§ 4.1.3.1 INGENSA SHALL NOT BE LIABLE TO THE OWNER FOR ANY AMOUNT EXCEEDING THE COMPENSATION PAYABLE TO INGENSA UNDER THIS AGREEMENT. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY DAMAGES THE OWNER INCURS AS A RESULT OF THE SERVICES, INCLUDING BUT NOT LIMITED TO DAMAGES CHARACTERIZED AS SPECIAL, INDIRECT, CONSEQUENTIAL, REMOTE, PUNITIVE, EXEMPLARY; LOSS OF PROFITS OR REVENUE, LOSS OF USE, OR SIMILAR DAMAGES, REGARDLESS OF HOW CHARACTERIZED, ARISING IN ANY MANNER FROM THIS AGREEMENT, THE SERVICES, THE IMPROVEMENT MEASURES, THE PREMISES, OR OTHERWISE.

§ 4.1.4 HAZARDOUS MATERIALS

§ 4.1.4.1 Asbestos Containing Materials –Neither Party desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of asbestos-containing materials (“ACM”). Consistent with applicable laws, Owner shall supply InGensa with any information in its possession relating to the presence of ACM in areas where InGensa undertakes any services that may result in the disturbance of ACM. It is InGensa’s policy to seek certification for facilities constructed prior to 1982 that no ACM is present, and Owner shall provide such certification for buildings it owns, or aid InGensa in receiving such certification from facility owners in the case of buildings that it does not own, if InGensa will undertake any services in the facility that would disturb ACM. If either Owner or InGensa becomes aware of or suspects the presence of ACM that may be disturbed by InGensa’s services, it shall immediately stop the services in the affected area and notify the other’s contacts. If ACM is identified in the information provided by the Owner to InGensa, and the Project services will disturb or require abatement of any ACM, the Owner shall be responsible at its sole expense for addressing abatement of such ACM. Except where InGensa expressly agrees to provide environmental services under this Agreement, InGensa shall have no obligation to monitor, verify or otherwise warrant that such abatement work has been completed.

§ 4.1.4.2 Other Hazardous Materials – InGensa shall have no obligations relating to the identification, abatement, cleanup, control, removal or disposal of mold, regardless of the cause of the mold. InGensa shall be responsible for removing or disposing of any Hazardous Materials that it uses in providing any services (“InGensa Hazardous Materials”) and, other than mold, for the remediation of any areas impacted by the release of InGensa Hazardous Materials. For other Hazardous Materials that may be otherwise present at its facilities (“Non-InGensa Hazardous Materials”), Owner shall supply InGensa with any information in its possession relating to the presence of such materials if their presence may affect InGensa’s performance of any services. If either Owner or InGensa becomes aware of or suspects the presence of Non-InGensa Hazardous Materials that may interfere with InGensa’s services, it shall immediately stop the services in the affected area and notify the other’s contacts. As between Owner and InGensa, Owner shall be responsible for removing and disposing of mold and Non-InGensa Hazardous Materials from its facilities and the remediation of any areas impacted by mold or the release of Non-InGensa Hazardous Materials.

§ 4.1.4.3 Environmental Indemnity – To the fullest extent permitted by Law, Owner shall indemnify and hold harmless InGensa and InGensa’s Subconsultants, and their respective directors, officers, employees, agents, representatives, shareholders, affiliates, and assigns and successors, from and against any and all losses, costs, damages, expenses (including reasonable legal fees and defense costs), claims, causes of action or liability, directly or indirectly, relating to or arising from the Owner’s use, or the storage, release, discharge, handling or presence of ACM, mold or Non-InGensa Hazardous Materials on, under or about the facilities, or Owner’s failure to comply with this Section 4.1.4.

§ 4.1.5 FORCE MAJEURE – Neither party shall be responsible to the other for damages, loss, injury or delay caused by conditions beyond its reasonable control, and without the intentional misconduct or negligence of that party (“Uncontrollable Events”). Uncontrollable Events include, but are not limited to: (a) extreme acts of nature for which reasonable measures were taken by the party to mitigate the effects, where possible; (b) acts of Government agencies; (c) strikes and/or labor disputes; (d) fire; (e) explosions or other casualties; (f) thefts; (g) vandalism; (h) terrorism, riots or war; (i) unavailability of parts, materials or supplies; (j) change in law, including the promulgation, modification or repeal of any law or the imposition of any material condition on the issuance or renewal of any permit which (A) occurs after the Effective Date, (B) establishes new laws or requires any new or

existing permits, or modifies any law or permit requirement for the Project existing as of the Effective Date, or (C) materially and adversely affects the cost or expense of the services to InGensa; (k) lawsuits from parties seeking to enjoin the Owner, InGensa or both from performing in accordance with the Agreement, or (l) any other event beyond InGensa's control.

§ 4.1.6 DELAYS – If either party is delayed in the commencement or completion of these services by failure of the other party to perform its obligations under this Agreement and Schedules or failure by the other party to cooperate in the timely condition of the services, then the delayed party shall provide written notice to the other party of the existence, extent of, and reason for such delays. An equitable adjustment in completion dates and compensation shall be made as a result.

§ 4.2 MEDIATION

§ 4.2.1 INTENTIONALLY OMITTED

§ 4.2.2 The Owner and InGensa shall endeavor to resolve claims, disputes and other matters in question between them by mediation. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of sixty (60) days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 4.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation and ratified by the Owner's Board shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 4.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 4.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and InGensa do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 4.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 4.3 INTENTIONALLY OMITTED

ARTICLE 5 TERMINATION OR SUSPENSION

§ 5.1 Except for amounts that are the subject of a good-faith dispute, if the Owner fails to make payments to InGensa in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at InGensa's option, cause for suspension of performance of services under this Agreement. If InGensa elects to suspend services, InGensa shall give seven (7) days' written notice to the Owner before suspending services. In the event of a suspension of services, InGensa shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, InGensa shall be paid all sums which are not the subject of a good-faith dispute prior to suspension and any expenses incurred in the interruption and resumption of InGensa's services. InGensa's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.2 If the Owner suspends the Project, InGensa shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, InGensa shall be compensated for expenses incurred in the interruption and resumption of InGensa's services. InGensa's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 5.3 If the Owner suspends the Project for more than ninety (90) cumulative days for reasons other than the fault of InGensa, InGensa may terminate this Agreement by giving not less than seven (7) days' written notice.

§ 5.4 Either party may terminate this Agreement upon not less than seven (7) days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 5.5 The Owner may terminate this Agreement upon not less than seven (7) days' written notice to InGensa for the Owner's convenience and without cause.

§ 5.6 In the event of termination not the fault of InGensa, InGensa shall be compensated for services performed prior to termination, together with Reimbursable Expenses as defined in Section 6.2 then due.

§ 5.7 INTENTIONALLY OMITTED

§ 5.8 In the event of Termination, and upon payment to InGensa of all sums that are not the subject of a good faith dispute, the Owner and its designated agents and consultants, shall have a non-exclusive license to use InGensa and its Subconsultants' Instruments of Service, documents, data, and records relating to the Project, in the condition they were in on the date of Termination, for the limited purpose of completing, maintaining, and operating the Project. InGensa's contracts with its Subconsultants shall incorporate provisions whereby its Subconsultants agree to be bound by the terms of this section. Upon request, InGensa and its Subconsultants shall promptly furnish the Owner with legible copies of their Instruments of Service, documents, data, and records relating to the Project, and the Owner shall reimburse InGensa for the reasonable copying and clerical expenses therefor.

ARTICLE 6 COMPENSATION

§ 6.1 The Owner shall compensate InGensa for services described in Section 1.1 as set forth below:

The Owner shall compensate InGensa in the amount of TBD for:

- Program Management,
- Architectural & Engineering (Mechanical, Electrical, Civil, Structural),
- Construction Management,
- Commissioning Services,
- General Conditions,
- All Reimbursables and other services as described herein.

§ 6.1.1 General Conditions include the following:

1. Building Permit
2. Plan Review
3. Job site Office Trailer
4. Job site Office Equipment
5. Construction Signage
6. Safety Barricade
7. Temporary Toilets

§ 6.2 INTENTIONALLY DELETED

§ 6.3 COMPENSATION FOR USE OF INSTRUMENTS OF SERVICE

The Owner's non-exclusive license to use Instruments of Service shall be at no additional cost and governed by Section 5.8.

§ 6.4 PAYMENTS TO INGENSA

§ 6.4.1 INTENTIONALLY OMITTED

§ 6.4.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of InGensa's invoice. Amounts unpaid thirty-five (35) days after

the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of InGensa.

Interest at the rate of four percent (4.00%) per annum simple interest.

§ 6.4.3 The Owner shall not withhold amounts from InGensa's compensation to impose a penalty or liquidated damages on InGensa. The Owner's right, if any, to offset sums due InGensa shall be governed by applicable law.

§ 6.4.4 InGensa and its Subconsultants shall keep and maintain accurate documentation of all claimed reimbursable expenses in such a form that they may be independently audited and shall provide said documentation with every invoice seeking payment for those expenses.

ARTICLE 7 MISCELLANEOUS PROVISIONS

§ 7.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 7.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 7.3 The Owner and InGensa, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor InGensa shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 7.4 If the Owner requests InGensa to execute certificates, the proposed language of such certificates shall be submitted to InGensa for review at least fourteen (14) days prior to the requested dates of execution. If the Owner requests InGensa to execute consents reasonably required to facilitate assignment to a lender, InGensa shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to InGensa for review at least 14 days prior to execution. InGensa shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 7.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or InGensa.

§ 7.6 Subject to Owner's written consent, consent not to be unreasonably withheld, InGensa shall have the right to include photographic or artistic representations of the design of the Project among InGensa's promotional and professional materials. InGensa shall be given reasonable access to the completed Project to make such representations. However, InGensa's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised InGensa in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for InGensa in the Owner's promotional materials for the Project.

§ 7.7 If Owner receives information specifically designated by the other party as "confidential" or "business proprietary," Owner shall, subject to the Minnesota Government Data Practices Act, keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information. InGensa maintains that this Agreement does not constitute the "privatization" of any of Owner's government functions, or otherwise require or authorize InGensa to perform any such functions as defined in Minn. Stat. Chapter 13 ("Chapter 13") or otherwise. InGensa further maintains that data created, collected, received, stored, used, maintained, or disseminated by InGensa in connection with this Agreement, but not conveyed to Owner, is confidential and not subject to disclosure under Chapter 13. Owner will promptly notify InGensa, and InGensa will promptly notify Owner, of any Chapter 13 requests relating to the Project.

§ 7.8 If the services covered by this Agreement have not been completed by December 31, 2026, through no fault of InGensa, extension of InGensa's services beyond that time shall be compensated accordingly.

§ 7.9 Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, InGensa agrees that the books, records, documents and accounting procedures and practices of InGensa, that are relevant to the Contract or transaction, are subject to examination by the Owner and the state auditor for a minimum of six (6) years. InGensa shall maintain such records for a minimum of six (6) years after final payment.

§ 7.10 All payments made to InGensa under this Agreement shall be governed by the Municipal Prompt Payment Act, Minnesota Statutes, Section 471.425 (“PPA”). InGensa shall comply with subdivision 4a of the PPA requiring payment to its Subconsultants within ten (10) days of receipt or be subject to the penalties set forth in PPA subdivision 4a.

ARTICLE 8 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

«None.»

ARTICLE 9 SCOPE OF THE AGREEMENT

§ 9.1 This Agreement represents the entire and integrated agreement between the Owner and InGensa and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and InGensa.

§ 9.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document B102–2007, Standard Form Agreement Between Owner and Architect
- .2 AIA Document B201–2007, Standard Form of Architect’s Services: Design and Construction Contract Administration
- .3 AIA Document B144 ARCH/CM-1993, Standard Form of Amendment for the Agreement Between Owner and Architect
- .4 B102 Exhibit A: Lewiston-Altura Public Schools #857 Scope of Work
- .5 B201 Exhibits A and B

This Agreement entered into as of the day and year first written above.

OWNER

« »

(Signature)

Gwen Carman, Superintendent
(Printed name and title)

OWNER

« »

(Signature)

Brein Maki, Board Chairperson
(Printed name and title)

INGENSA, INC.

« »

(Signature)

Jacqueline Coleman, CEO & President
(Printed name and title)

62892111.2

**Lewiston – Altura
MICA Regional Comparisons
and
ACT Trend Data**



November 12, 2024

L-A HS Reading MCA Data

10th Grade	2024	2023	2022	2021	2019	2018	2017
State	52.2	51.7	54.90%	58.10%	60.30%	59.00%	60.30%
Lewiston	51	38.3	50.00%	63.20%	65.00%	38.10%	44.60%
PEM	55.9	44.2	63.40%	54.50%	75.20%	52.10%	54.40%
Rushford	45.9	45.3	57.80%	41.70%	56.20%	60.00%	64.40%
St. Charles	52.8	53.9	50.70%	63.90%	73.00%	84.40%	62.80%
Winona	32	36.2	52.00%	48.20%	42.80%	41.60%	51.00%

8th Grade	2024	2023	2022	2021	2019	2018	2017
State	44.6	44.8	46.10%	49.40%	57.60%	58.40%	58.70%
Lewiston	54.7	45.3	30.40%	32.10%	68.00%	45.30%	59.60%
PEM	55	47.3	51.90%	56.90%	59.40%	69.70%	78.20%
Rushford	37.5	41	50.00%	47.30%	50.00%	48.90%	65.90%
St. Charles	36.8	46.4	45.20%	41.70%	64.30%	59.40%	61.10%
Winona	25.3	35.4	34.70%	36.80%	53.30%	50.40%	45.00%

7th Grade	2024	2023	2022	2021	2019	2018	2017
State	45.5	45.2	45.30%	48.10%	57.40%	58.10%	57.50%
Lewiston	37.8	36.2	33.30%	32.80%	49.20%	60.40%	43.90%
PEM	52.8	62.8	50.00%	56.40%	63.30%	63.70%	71.30%
Rushford	27.9	42.1	47.40%	54.20%	60.40%	47.10%	64.40%
St. Charles	48.7	43.3	55.60%	46.80%	63.00%	69.40%	70.30%
Winona	24.2	29.9	32.90%	33.30%	50.00%	58.30%	49.60%

Reading MCA Data

6th	2024	2023
State	54.5	53.4
Lewiston	55.3	51.3
PEM	63.5	60.6
Rushford	50	63.4
St. Charles	51.5	68
Winona	42.6	34

Lewiston Cohort Graduate 2022

2020 (10th) ND
 2018 (8th) 45.30%
 2017 (7th) 43.90%

Lewiston Cohort Graduate 2023

2021 (10th) 63.20%
 2019 (8th) 68.00%
 2018 (7th) 60.40%

Lewiston Cohort Graduate 2024

2022 (10th) 50.00%
 2020 (8th) nd
 2019 (7th) 49.20%

Lewiston Cohort Graduate 2025

2023 (10th) 38.30%
 2021 (8th) 32.10%
 2020 (7th) ND

Lewiston Cohort Graduate 2026

2024 (10th) 51.00%
 2022 (8th) 30.40%
 2021 (7th) 32.80%

L-A HS Math MCA Data

11th Grade	2024	2023	2022	2021	2019	2018	2017
State	35	36	36.30%	41.20%	45.00%	47.10%	48.30%
Lewiston	22.4	24.6	28.30%	16.70%	34.40%	32.40%	41.10%
PEM	56.8	27.5	43.10%	41.70%	55.10%	34.50%	46.50%
Rushford	52	45.4	30.60%	44.70%	54.30%	65.20%	55.60%
St. Charles	40	32.9	52.90%	38.90%	68.20%	55.80%	73.40%
Winona	37.7	31.2	28.60%	34.70%	30.30%	42.50%	33.00%

8th Grade	2024	2023	2022	2021	2019	2018	2017
State	41.1	40.3	39.80%	39.40%	55.00%	57.00%	58.00%
Lewiston	50.9	37.8	30.40%	13.20%	38.00%	23.40%	57.50%
PEM	62.4	61.1	60.50%	63.90%	73.80%	77.10%	84.70%
Rushford	69.1	55.9	39.70%	41.50%	38.90%	51.10%	75.00%
St. Charles	36.7	37.1	33.70%	27.40%	59.50%	60.90%	59.70%
Winona	25.5	35.1	30.50%	28.00%	61.00%	55.00%	54.00%

7th Grade	2024	2023	2022	2021	2019	2018	2017
State	40.1	39.7	37.40%	37.20%	52.10%	54.40%	54.90%
Lewiston	40.5	40.4	31.40%	17.50%	42.60%	45.80%	35.40%
PEM	34.1	50	34.30%	54.10%	61.80%	68.50%	68.70%
Rushford	46.5	49.1	38.60%	44.60%	60.40%	49.00%	57.80%
St. Charles	39.5	40.6	45.80%	48.10%	67.10%	65.90%	68.80%
Winona	13.8	19.2	30.40%	20.30%	49.20%	53.00%	44.20%

Math MCA Data

6th	2024	2023
State	40.3	39.6
Lewiston	36.8	ND
PEM	49	38.1
Rushford	30.4	48.8
St. Charles	44	46.6
Winona	23.3	19.4

<http://minnesota.pearsonaccessnext.com/subscore/>

Lewiston Cohort Graduate 2022

2021 (11th)	16.70%
2018 (8th)	23.40%
2017 (7th)	35.40%

Lewiston Cohort Graduate 2023

2022 (11th)	28.30%
2019 (8th)	38.00%
2018 (7th)	45.80%

Lewiston Cohort Graduate 2024

2023 (11th)	24.60%
2020 (8th)	nd
2019 (7th)	nd

Lewiston Cohort Graduate 2025

2024 (11th)	22.40%
2021 (8th)	13.20%
2020 (7th)	ND

L-A HS Science MCA Data

High School	2024	2023	2022	2021	2019	2018	2017
State	43.5	41.9	45.30%	47.90%	54.10%	52.00%	56.10%
Lewiston	35.9	28.6	45.70%	41.40%	50.80%	34.90%	39.20%
PEM	46.6	52.7	49.00%	45.60%	78.10%	60.20%	51.30%
Rushford	37.9	30.2	40.90%	28.30%	47.90%	61.40%	53.30%
St. Charles	58	52.9	50.00%	63.90%	68.10%	85.90%	68.80%
Winona	37	32.6	39.40%	34.80%	38.30%	29.40%	36.20%

8th Grade	2024	2023	2022	2021	2019	2018	2017
State	30.4	27.6	28.60%	33.20%	42.40%	44.70%	45.70%
Lewiston	32.1	20.8	16.10%	9.40%	22.00%	17.20%	34.00%
PEM	37.9	27.1	34.40%	44.40%	51.60%	60.60%	62.90%
Rushford	35.8	32.8	36.20%	42.60%	35.20%	55.30%	65.10%
St. Charles	31.4	28.9	35.30%	33.30%	47.60%	53.10%	58.30%
Winona	15.6	24.6	23.30%	25.90%	49.00%	42.40%	43.60%

Lewiston Cohort Graduate 2022

2020 (10th) nd
2018 (8th) 34.90%

Lewiston Cohort Graduate 2023

2021 (10th) 41.40%
2019 (8th) 22.00%

Lewiston Cohort Graduate 2024

2022 (10th) 45.70%
2020 (8th) nd

Lewiston Cohort Graduate 2025

2023 (10th) 28.60%
2021 (8th) 9.40%

Lewiston Cohort Graduate 2026

2024 (10th) 35.90%
2022 (8th) 16.10%

L-A ACT Trend Data

Year	# Students	Composite	Math	Science	Stem	English	Reading	Writing	ELA
2023-24	21	18.7	18	19.5	19	17	20	6.2	17.1 (math prep only and only math ACT trained)
2022-23	34	20.4	18.2	21.6	20.2	19.1	22.2	6.4	19.7 (Mark Morris Funded ACT Prep, 2 ACT trained teachers)
2021-22	39	20.4	18.9	21.9	20.6	18.5	21.7	6.4	19.1 No trained teachers, some training
2020-21	66	20	19.3	21.1	20.5	19	21.3	6.7	18.9 No trained teachers, some training

All years, students have had access to and could take practice tests in MCCC

MINUTES OF THE LEWISTON-ALTURA REGULAR SCHOOL BOARD MEETING
ISD #857
October 21, 2024

A regular meeting of the School Board of Independent School District #857 was held on October 21, 2024 at 6:00pm in the High School Library. Members present were Daniel Kreidermacher, David Baer, Sara Daley, Dave Pringle, Sarah Sommer and Melissa Meisch. Bree Maki was absent.

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

Motion by Pringle and seconded Baer to approve the meeting agenda. MCU.

Christine Peterson spoke during Open Forum.

Luke Greden from CliftonLarsonAllen presented the FY24 Audit.

Motion by Pringle and seconded by Daley to accept the FY24 Audit as presented. MCU.

Winona County Commissioner Marcia Ward spoke to the Board about the ¼ cent sales tax to pay for the jail construction bond payments ballot question.

Superintendent Carman presented the World's Best Workforce Annual Report. There was no public comment.

Motion by Baer and seconded by Meisch to approve the Consent Agenda. MCU.

Motion by Meisch and seconded by Daley to approve Policy 709 Student Transportation Safety Policy on a first/final reading due to minor legislative changes. MCU.

Motion by Baer, seconded by Meisch to approve Policies 711,712, 801, 802. 807 on a first reading. MCU.

Motion by Pringle and seconded by Baer to approve Resolution Authorizing Entry into Joint Powers Agreement in the form of a Declaration of Trust Establishing the MN Trust and Authorizing Participation Therein. Roll Call Vote: Ayes: Baer, Daley, Pringle, Kreidermacher, Meisch, Sommer. Nays: None. Absent: Maki. Resolution approved.

The board discussed information presented by Superintendent Carman regarding 2025-2026 and beyond budget scenarios with or without approval of the Operating Levy and Building Bond referendum questions on November 5, 2024.

Reports were presented from Principal Riebel, Principal Hanson and Superintendent Carman.

Motion by Baer, seconded by Summer to adjourn the meeting at 8:15pm. MCU.

Dave Pringle, Clerk

Lewiston-Altura Public Schools Oct 2024 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	P503AM	67902		Wire	1	3128	R1	Amazon Capital Services	No	No	No	10/01/2024	1,597.29
001	P2507	67962		Wire	1	1053	MINNESOTA ELECTRONIC FUNDS		No	No	No	10/15/2024	7,052.72
001	P2507	67963		Wire	1	1054	FEDERAL TAXES		No	No	No	10/15/2024	43,934.48
001	P2507	67964		Wire	1	18600	MINNESOTA TEACHERS RETIREMENT.		No	No	No	10/15/2024	27,484.34
001	P2507	67965		Wire	1	18610	Public Employers Retirement Association		No	No	No	10/15/2024	6,511.65
001	P2507	67966		Wire	1	4072	MINNESOTA REVENUE		No	No	No	10/15/2024	625.85
001	P2507	67967		Wire	1	4373	ING		No	No	No	10/15/2024	2,026.84
001	P2507	67968		Wire	1	6283	MinnWest Bank Group		No	No	No	10/15/2024	30.00
001	P2507	67969		Wire	1	6496	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	No	No	10/15/2024	6,401.83
001	P2504P	67983		Wire	1	5546	VISA		No	No	No	10/16/2024	948.00
001	P2504P	67984		Wire	1	5745	Minne TESOL		No	No	No	10/16/2024	320.00
001	P2504P	67985		Wire	1	5546	VISA		No	No	No	10/16/2024	850.57
001	PME504	68030		Wire	1	3571	MINNESOTA ENERGY RESOURCES	Other	No	No	No	10/17/2024	1,786.33
001	P504AM	68046		Wire	1	3128	R1	Amazon Capital Services	No	No	No	10/23/2024	2,650.99
001	P2508	68084		Wire	1	1053	MINNESOTA ELECTRONIC FUNDS		No	No	No	10/31/2024	7,873.62
001	P2508	68085		Wire	1	1054	FEDERAL TAXES		No	No	No	10/31/2024	47,876.70
001	P2508	68086		Wire	1	18600	MINNESOTA TEACHERS RETIREMENT.		No	No	No	10/31/2024	28,163.10
001	P2508	68087		Wire	1	18610	Public Employers Retirement Association		No	No	No	10/31/2024	6,378.53
001	P2508	68088		Wire	1	4072	MINNESOTA REVENUE		No	No	No	10/31/2024	625.85
001	P2508	68089		Wire	1	4373	ING		No	No	No	10/31/2024	2,026.84
001	P2508	68090		Wire	1	6283	MinnWest Bank Group		No	No	No	10/31/2024	30.00
001	P2508	68091		Wire	1	6496	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	No	No	No	10/31/2024	6,401.83
001	P253CK	67849	76520	Check	1	2114	STEWARTVILLE VOLLEYBALL BOOSTE		Yes	No	Yes	10/17/2024	(200.00)
001	P254CK	67933	76545	Check	1	5621	AEP CONNECTIONS, LLC	LLC - S Corp	Yes	No	No	10/09/2024	59.00
001	P254CK	67961	76546	Check	1	7265	Agape Therapies and Educational Services		Yes	No	No	10/09/2024	18,450.00
001	P254CK	67956	76547	Check	1	7257	Apple Valley High School		Yes	No	No	10/09/2024	300.00
001	P254CK	67935	76548	Check	1	5825	Becker's School Supplies		Yes	No	No	10/09/2024	68.99
001	P254CK	67950	76549	Check	1	7096	Brown's Ice Cream Co		Yes	No	No	10/09/2024	418.80
001	P254CK	67905	76550	Check	1	1114	Century Link	S Corporation	Yes	No	No	10/09/2024	232.79
001	P254CK	67940	76551	Check	1	6190	Christian Crossings, Inc.	C Corporation	Yes	No	No	10/09/2024	296.00
001	P254CK	67916	76552	Check	1	2440	Culligan Water Services		Yes	No	No	10/09/2024	72.25
001	P254CK	67927	76553	Check	1	3906	D & A TESTING SERVICES	Ind/Sole Proprietor	Yes	No	No	10/09/2024	481.00
001	P254CK	67949	76554	Check	1	7089	Dashir Management Services, Inc	S Corporation	Yes	No	No	10/09/2024	15,880.30
001	P254CK	67959	76555	Check	1	7263	Demme Learning		Yes	No	No	10/09/2024	351.00
001	P254CK	67938	76556	Check	1	5900	Dollar General Regions 410526		Yes	No	No	10/09/2024	6.00
001	P254CK	67930	76557	Check	1	4570	R1	DRIVER IMPROVEMENT ASSOCIATES	Yes	No	No	10/09/2024	225.00
001	P254CK	67932	76558	Check	1	4852	EAI Education		Yes	No	No	10/09/2024	21.90
001	P254CK	67944	76559	Check	1	6376	Ed Midwest LLC	S Corporation	Yes	No	No	10/09/2024	5,250.00
001	P254CK	67960	76560	Check	1	7264	Eduardo Sanchez		Yes	No	No	10/09/2024	120.00

Lewiston-Aitura Public Schools Oct 2024 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	P254CK	67946	76561	Check	1	6496	EDUCATORS BENEFIT CONSULTANTS	LLC - Partnership	Yes	No	No	10/09/2024	136.08
001	P254CK	67909	76562	Check	1	12630	FACTORY MOTOR PARTS	S Corporation	Yes	No	No	10/09/2024	1,195.80
001	P254CK	67945	76563	Check	1	6455	Fifth Avenue Awards		Yes	No	No	10/09/2024	102.50
001	P254CK	67921	76564	Check	1	3210	HBC		Yes	No	No	10/09/2024	1,710.52
001	P254CK	67926	76565	Check	1	3737	Hiawatha Valley Ed District	Other	Yes	No	No	10/09/2024	40,000.00
001	P254CK	67903	76566	Check	1	07141	HIGH PLAINS COOPERATIVE	C Corporation	Yes	No	No	10/09/2024	8,323.47
001	P254CK	67928	76567	Check	1	4341	HILDI INC		Yes	No	No	10/09/2024	175.00
001	P254CK	67953	76568	Check	1	7252	Houghton Mifflin Harcourt Publishing Comp		Yes	No	No	10/09/2024	2,071.71
001	P254CK	67923	76569	Check	1	3267	INNOVATIVE OFFICE SOLUTIONS, LLC	LLC - Partnership	Yes	No	No	10/09/2024	53.08
001	P254CK	67924	76570	Check	1	3282	Kennedy & Graven Chartered	C Corporation	Yes	No	No	10/09/2024	776.00
001	P254CK	67904	76571	Check	1	10141	KWIK TRIP		Yes	No	No	10/09/2024	17,085.50
001	P254CK	67955	76572	Check	1	7256	LaCrosse Schools Exploratorium		Yes	No	No	10/09/2024	125.00
001	P254CK	67906	76573	Check	1	11260	LEWISTON JOURNAL	S Corporation	Yes	No	No	10/09/2024	705.23
001	P254CK	67936	76574	Check	1	5865	Loffler Companies -- 131511		Yes	No	No	10/09/2024	280.36
001	P254CK	67912	76575	Check	1	1736	MBCA CLINIC		Yes	No	No	10/09/2024	130.00
001	P254CK	67907	76576	Check	1	12018	MCGRAW-HILL	C Corporation	Yes	No	No	10/09/2024	429.04
001	P254CK	67939	76577	Check	1	6175	Messery, Larry	Ind/Sole Proprietor	Yes	No	No	10/09/2024	260.00
001	P254CK	67952	76578	Check	1	7166	Metropolitan Mechanical Contractors, INC	C Corporation	Yes	No	No	10/09/2024	2,071.10
001	P254CK	67934	76579	Check	1	5801	Midwest Bus Parts, Inc.	C Corporation	Yes	No	No	10/09/2024	2,079.46
001	P254CK	67918	76580	Check	1	3064	Midwest Detail Supply Company, LLC	LLC - S Corp	Yes	No	No	10/09/2024	174.51
001	P254CK	67908	76581	Check	1	12540	MISSISSIPPI WELDERS SUPPLY COMP, C Corporation	C Corporation	Yes	No	No	10/09/2024	215.20
001	P254CK	67958	76582	Check	1	7262	MN District Lutheran Teachers Conference		Yes	No	No	10/09/2024	1,000.00
001	P254CK	67942	76583	Check	1	6280	Music Mart		Yes	No	No	10/09/2024	922.05
001	P254CK	67951	76584	Check	1	7109	On-site Computers		Yes	No	No	10/09/2024	190.00
001	P254CK	67919	76585	Check	1	3098	Pan-O-Gold Baking Company		Yes	No	No	10/09/2024	987.90
001	P254CK	67947	76586	Check	1	6704	Quadrant Finance USA, INC.		Yes	No	No	10/09/2024	78.67
001	P254CK	67915	76587	Check	1	2411	REINHART FOOD SERVICE		Yes	No	No	10/09/2024	24,427.47
001	P254CK	67920	76588	Check	1	3184	Rochester Telecom Systems, Inc	S Corporation	Yes	No	No	10/09/2024	5.09
001	P254CK	67910	76589	Check	1	1318	SAINT CHARLES SCHOOL DISTRICT		Yes	No	No	10/09/2024	150.00
001	P254CK	67913	76590	Check	1	1919	SCHOOL HEALTH		Yes	No	No	10/09/2024	8.34
001	P254CK	67922	76591	Check	1	3217	School Specialty LLC		Yes	No	No	10/09/2024	81.16
001	P254CK	67941	76592	Check	1	6266	SPRING GROVE SCHOOLS		Yes	No	No	10/09/2024	100.00
001	P254CK	67911	76593	Check	1	1350	ST. CHARLES PUBLIC SCHOOLS		Yes	No	No	10/09/2024	150.00
001	P254CK	67957	76594	Check	1	7261	Steak Shop Catering Inc		Yes	No	No	10/09/2024	1,746.15
001	P254CK	67925	76595	Check	1	3525	TEACHER DIRECT		Yes	No	No	10/09/2024	21.56
001	P254CK	67937	76596	Check	1	5876	Teachers on Call	C Corporation	Yes	No	No	10/09/2024	3,181.35
001	P254CK	67948	76597	Check	1	6801	Tobii Dynavox		Yes	No	No	10/09/2024	199.00
001	P254CK	67943	76598	Check	1	6367	TriState Tournaments		Yes	No	No	10/09/2024	3,024.00
001	P254CK	67914	76599	Check	1	2157	TRUGREEN	LLC - Partnership	Yes	No	No	10/09/2024	4,800.00

Lewiston-Aitura Public Schools Oct 2024 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	P254CK	67929	76600	Check	1	4448	VERIZON WIRELESS		Yes	No	No	10/09/2024	177.75
001	P254CK	67931	76601	Check	1	4635	WINONA CONTROLS, INC.	S Corporation	Yes	No	No	10/09/2024	749.22
001	P254CK	67954	76602	Check	1	7254	Wristband Resources		Yes	No	No	10/09/2024	188.40
001	P254CK	67917	76603	Check	1	25014	ZIEBELL'S HIAWATHA FOODS, INC.	S Corporation	Yes	No	No	10/09/2024	6,792.51
001	P2507	67981	76604	Check	1	7128	Affinity Plus Credit Union		Yes	No	No	10/15/2024	25.00
001	P2507	67977	76605	Check	1	5594	ALTRA FEDERAL CREDIT UNION		Yes	No	No	10/15/2024	25.00
001	P2507	67979	76606	Check	1	6406	Ameritas Life Insurance Corp		Yes	No	No	10/15/2024	72.16
001	P2507	67975	76607	Check	1	4951	Bremer Bank		Yes	No	No	10/15/2024	375.00
001	P2507	67976	76608	Check	1	5100	DELTA DENTAL OF MINNESOTA		Yes	No	No	10/15/2024	1,204.90
001	P2507	67970	76609	Check	1	11202	Education Minnesota - Lewiston-Aitura		Yes	No	No	10/15/2024	2,022.44
001	P2507	67978	76610	Check	1	6265	HOME FEDERAL SAVINGS BANK		Yes	No	No	10/15/2024	250.00
001	P2507	67980	76611	Check	1	6461	ISD 857 - Flex Plan Checking		Yes	No	No	10/15/2024	862.54
001	P2507	67971	76612	Check	1	17090	MADISON NATIONAL LIFE		Yes	No	No	10/15/2024	438.73
001	P2507	67973	76613	Check	1	4786	Merchants Bank		Yes	No	No	10/15/2024	450.00
001	P2507	67974	76614	Check	1	4877	MINNESOTA Public Employees Insurance		Yes	No	No	10/15/2024	14,243.40
001	P2507	67982	76615	Check	1	7203	WCF - CARDINAL FOUNDATION		Yes	No	No	10/15/2024	100.00
001	P2507	67972	76616	Check	1	3545	Winona National Bank		Yes	No	No	10/15/2024	130.00
001	P253CK	67986	76617	Check	1	2114	STEWARTVILLE VOLLEYBALL BOOSTE		Yes	No	No	10/17/2024	200.00
001	P254CK	68019	76618	Check	1	4481	CHANHASSEN DINNER THEATERS		Yes	No	No	10/17/2024	250.00
001	P254CK	68015	76619	Check	1	2707	City of Lewiston		Yes	No	No	10/17/2024	5,245.07
001	P254CK	68027	76620	Check	1	6990	ERTL, ROBERT	Ind/Sole Proprietor	Yes	No	No	10/17/2024	1,100.00
001	P254CK	68010	76621	Check	1	2120	FLINN SCIENTIFIC INC	C Corporation	Yes	No	No	10/17/2024	362.11
001	P254CK	68029	76622	Check	1	7266	Glenns Motorcoach Tours		Yes	No	No	10/17/2024	1,200.00
001	P254CK	68028	76623	Check	1	7077	Happy Dancing Turtle	Other	Yes	No	No	10/17/2024	50.00
001	P254CK	68018	76624	Check	1	4402	Imperial Supplies, LLC		Yes	No	No	10/17/2024	452.88
001	P254CK	68005	76625	Check	1	09110	JOSTENS		Yes	No	No	10/17/2024	2,942.51
001	P254CK	68006	76626	Check	1	10141	KWIK TRIP		Yes	No	No	10/17/2024	24.16
001	P254CK	68014	76627	Check	1	2521	LEITHOLD MUSIC		Yes	No	No	10/17/2024	345.20
001	P254CK	68016	76628	Check	1	3038	Lewiston Hardware, LLC		Yes	No	No	10/17/2024	273.71
001	P254CK	68007	76629	Check	1	11290	LEWISTON POST OFFICE		Yes	No	No	10/17/2024	800.00
001	P254CK	68025	76630	Check	1	6950	Lexia		Yes	No	No	10/17/2024	150.00
001	P254CK	68021	76631	Check	1	4678	MGBCA c/o Bill Gottenborg		Yes	No	No	10/17/2024	250.00
001	P254CK	68024	76632	Check	1	5956	MiEnergy Cooperative		Yes	No	No	10/17/2024	15,380.95
001	P254CK	68017	76633	Check	1	3361	Minnesota FFA Association	Other	Yes	No	No	10/17/2024	75.00
001	P254CK	68011	76634	Check	1	2220	MINNESOTA INTERSCHOL. ATH. ADM.		Yes	No	No	10/17/2024	415.00
001	P254CK	68022	76635	Check	1	4712	MINNESOTA UNEMPLOYMENT INSURA		Yes	No	No	10/17/2024	22,699.78
001	P254CK	68008	76636	Check	1	12540	MISSISSIPPI WELDERS SUPPLY COMP.	C Corporation	Yes	No	No	10/17/2024	325.41
001	P254CK	68023	76637	Check	1	4832	NEWS-2-YOU		Yes	No	No	10/17/2024	249.99
001	P254CK	68013	76638	Check	1	2444	POPP BINDING AND LAMINATING		Yes	No	No	10/17/2024	287.48

Lewiston-Aitura Public Schools Oct 2024 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	P254CK	68009	76639	Check	1	17077	REGION V COMPUTER SERVICES		Yes	No	No	10/17/2024	3,322.50
001	P254CK	68012	76640	Check	1	2247	RENAISSANCE LEARNING	C Corporation	Yes	No	No	10/17/2024	434.28
001	P254CK	68026	76641	Check	1	6985	Winona Area Public Schools	Other	Yes	No	No	10/17/2024	250.00
001	P254CK	68020	76642	Check	1	4542	WINONA HEALTH SERVICES	Other	Yes	No	No	10/17/2024	1,500.00
001	P254CK	68033	76643	Check	1	2183	B & S Rentals Inc.		Yes	No	No	10/22/2024	480.00
001	P254CK	68032	76644	Check	1	2105	BATTERIES PLUS		Yes	No	No	10/22/2024	233.25
001	P254CK	68041	76645	Check	1	7089	Dashir Management Services, Inc	S Corporation	Yes	No	No	10/22/2024	15,260.30
001	P254CK	68034	76646	Check	1	2524	GRAINGER	C Corporation	Yes	No	No	10/22/2024	172.20
001	P254CK	68040	76647	Check	1	6991	Harter's Trash & Recycling Inc	S Corporation	Yes	No	No	10/22/2024	1,509.97
001	P254CK	68037	76648	Check	1	4085	IEA, INC		Yes	No	No	10/22/2024	546.25
001	P254CK	68044	76649	Check	1	7267	J.F. Ahern Co Attn: Accts Rec		Yes	No	No	10/22/2024	1,938.00
001	P254CK	68036	76650	Check	1	3966	MATH WIZARDS		Yes	No	No	10/22/2024	70.00
001	P254CK	68042	76651	Check	1	7166	Metropolitan Mechanical Contractors, INC	C Corporation	Yes	No	No	10/22/2024	2,438.54
001	P254CK	68035	76652	Check	1	2555	National FFA Organization		Yes	No	No	10/22/2024	800.50
001	P254CK	68043	76653	Check	1	7255	PRINGLE, DAVE		Yes	No	No	10/22/2024	20.97
001	P254CK	68038	76654	Check	1	4800	Region 1A		Yes	No	No	10/22/2024	280.00
001	P254CK	68039	76655	Check	1	5876	Teachers on Call	C Corporation	Yes	No	No	10/22/2024	2,908.69
001	P254CK	68045	76656	Check	1	7268	Temp Social Work		Yes	No	No	10/22/2024	521.30
001	P254CK	68031	76657	Check	1	19210	TRI STATE BUSINESS MACHINES		Yes	No	No	10/22/2024	1,700.94
001	P254CK	68052	76658	Check	1	3878	ADVANCED BUSINESS SYSTEMS, INC		Yes	No	No	10/30/2024	41.45
001	P254CK	68068	76659	Check	1	7265	Agape Therapies and Educational Services		Yes	No	No	10/30/2024	10,025.00
001	P254CK	68063	76660	Check	1	6871	Arellano-Sanchez, Angela	Ind/Sole Proprietor	Yes	No	No	10/30/2024	80.00
001	P254CK	68047	76661	Check	1	02178	CHATFIELD PUBLIC SCHOOLS		Yes	No	No	10/30/2024	200.00
001	P254CK	68048	76662	Check	1	1366	CUSTOM ALARM	C Corporation	Yes	No	No	10/30/2024	615.00
001	P254CK	68065	76663	Check	1	7091	Daico Enterprises		Yes	No	No	10/30/2024	3,304.21
001	P254CK	68061	76664	Check	1	6731	Everyday Speech LLC		Yes	No	No	10/30/2024	599.99
001	P254CK	68051	76665	Check	1	3174	Excel Images Inc.	S Corporation	Yes	No	No	10/30/2024	266.00
001	P254CK	68059	76666	Check	1	6429	Heartland Country Club		Yes	No	No	10/30/2024	600.00
001	P254CK	68062	76667	Check	1	6827	Kennedy, Rylee	Ind/Sole Proprietor	Yes	No	No	10/30/2024	90.00
001	P254CK	68064	76668	Check	1	7002	LEJEUNE, LAVIN		Yes	No	No	10/30/2024	90.00
001	P254CK	68050	76669	Check	1	2451	Lewiston Lions Club	Other	Yes	No	No	10/30/2024	655.00
001	P254CK	68058	76670	Check	1	6407	McNally, Ciarra	Ind/Sole Proprietor	Yes	No	No	10/30/2024	16.25
001	P254CK	68054	76671	Check	1	4906	MINNESOTA JUNIOR HIGH MATHEMATI		Yes	No	No	10/30/2024	200.00
001	P254CK	68057	76672	Check	1	6280	Music Mart		Yes	No	No	10/30/2024	275.80
001	P254CK	68066	76673	Check	1	7109	On-site Computers		Yes	No	No	10/30/2024	90.00
001	P254CK	68060	76674	Check	1	6511	Quadient Leasing USA, Inc.		Yes	No	No	10/30/2024	4,137.25
001	P254CK	68067	76675	Check	1	7126	Randall, Lindsay		Yes	No	No	10/30/2024	341.00
001	P254CK	68053	76676	Check	1	4800	Region 1A		Yes	No	No	10/30/2024	1,911.00
001	P254CK	68070	76677	Check	1	90787	SANOW, DAVID	Ind/Sole Proprietor	Yes	No	No	10/30/2024	181.00

Lewiston-Aitura Public Schools Oct 2024 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	P254CK	68049	76678	Check	1	2234	Sanow, Theresa	Ind/Sole Proprietor	Yes	No	No	10/30/2024	114.00
001	P254CK	68056	76679	Check	1	5876	Teachers on Call	C Corporation	Yes	No	No	10/30/2024	908.96
001	P254CK	68069	76680	Check	1	7268	Temp Social Work		Yes	No	No	10/30/2024	2,083.25
001	P254CK	68055	76681	Check	1	5841	True Friends	Other	Yes	No	No	10/30/2024	4,441.30
001	P2508	68082	76682	Check	1	7128	Affinity Plus Credit Union		Yes	No	No	10/31/2024	25.00
001	P2508	68078	76683	Check	1	5594	ALTRA FEDERAL CREDIT UNION		Yes	No	No	10/31/2024	25.00
001	P2508	68080	76684	Check	1	6406	Ameritas Life Insurance Corp		Yes	No	No	10/31/2024	72.16
001	P2508	68076	76685	Check	1	4951	Bremer Bank		Yes	No	No	10/31/2024	2,044.00
001	P2508	68077	76686	Check	1	5100	DELTA DENTAL OF MINNESOTA		Yes	No	No	10/31/2024	1,204.90
001	P2508	68071	76687	Check	1	11202	Education Minnesota - Lewiston-Aitura		Yes	No	No	10/31/2024	2,022.44
001	P2508	68079	76688	Check	1	6265	HOME FEDERAL SAVINGS BANK		Yes	No	No	10/31/2024	250.00
001	P2508	68081	76689	Check	1	6461	ISD 857 - Flex Plan Checking		Yes	No	No	10/31/2024	862.54
001	P2508	68072	76690	Check	1	17090	MADISON NATIONAL LIFE		Yes	No	No	10/31/2024	438.73
001	P2508	68074	76691	Check	1	4786	Merchants Bank		Yes	No	No	10/31/2024	450.00
001	P2508	68075	76692	Check	1	4877	MINNESOTA Public Employees Insurance		Yes	No	No	10/31/2024	14,989.30
001	P2508	68083	76693	Check	1	7203	WCF - CARDINAL FOUNDATION		Yes	No	No	10/31/2024	100.00
001	P2508	68073	76694	Check	1	3545	Winona National Bank		Yes	No	No	10/31/2024	130.00

Bank Total: \$532,257.21

Report Total: \$532,257.21

Lewiston-Altura Public Schools Oct 2024 Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
P254CK0857	001	67933	76545	Check	1	5621		AEP CONNECTIONS, LLC	Yes	No	No	USD	10/09/2024	59.00
		67961	76546	Check	1	7265		Agape Therapies and Educational Servi	Yes	No	No	USD	10/09/2024	18,450.00
		67956	76547	Check	1	7257		Apple Valley High School	Yes	No	No	USD	10/09/2024	300.00
		67935	76548	Check	1	5825		Becker's School Supplies	Yes	No	No	USD	10/09/2024	68.99
		67950	76549	Check	1	7096		Brown's Ice Cream Co	Yes	No	No	USD	10/09/2024	418.80
		67905	76550	Check	1	1114		Century Link	Yes	No	No	USD	10/09/2024	232.79
		67940	76551	Check	1	6190		Christian Crossings, Inc.	Yes	No	No	USD	10/09/2024	296.00
		67916	76552	Check	1	2440		Culligan Water Services	Yes	No	No	USD	10/09/2024	72.25
		67927	76553	Check	1	3906		D & A TESTING SERVICES	Yes	No	No	USD	10/09/2024	481.00
		67949	76554	Check	1	7089		Dashir Management Services, Inc	Yes	No	No	USD	10/09/2024	15,880.30
		67959	76555	Check	1	7263		Demme Learning	Yes	No	No	USD	10/09/2024	351.00
		67938	76556	Check	1	5900	R1	Dollar General Regions 410526	Yes	No	No	USD	10/09/2024	6.00
		67930	76557	Check	1	4570		DRIVER IMPROVEMENT ASSOCIATES	Yes	No	No	USD	10/09/2024	225.00
		67932	76558	Check	1	4852		EAI Education	Yes	No	No	USD	10/09/2024	21.90
		67944	76559	Check	1	6376		Ed Midwest LLC	Yes	No	No	USD	10/09/2024	5,250.00
		67960	76560	Check	1	7264		Eduardo Sanchez	Yes	No	No	USD	10/09/2024	120.00
		67946	76561	Check	1	6496		EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	10/09/2024	136.08
		67909	76562	Check	1	12630		FACTORY MOTOR PARTS	Yes	No	No	USD	10/09/2024	1,195.80
		67945	76563	Check	1	6455		Fifth Avenue Awards	Yes	No	No	USD	10/09/2024	102.50
		67921	76564	Check	1	3210		HBC	Yes	No	No	USD	10/09/2024	1,710.52
		67926	76565	Check	1	3737		Hiawatha Valley Ed District	Yes	No	No	USD	10/09/2024	40,000.00
		67903	76566	Check	1	07141		HIGH PLAINS COOPERATIVE	Yes	No	No	USD	10/09/2024	8,323.47
		67928	76567	Check	1	4341		HILDI INC	Yes	No	No	USD	10/09/2024	175.00
		67953	76568	Check	1	7252		Houghton Mifflin Harcourt Publishing Cor	Yes	No	No	USD	10/09/2024	2,071.71
		67923	76569	Check	1	3267	R1	INNOVATIVE OFFICE SOLUTIONS, LL	Yes	No	No	USD	10/09/2024	53.08
		67924	76570	Check	1	3282		Kennedy & Graven Chartered	Yes	No	No	USD	10/09/2024	776.00
		67904	76571	Check	1	10141		KWIK TRIP	Yes	No	No	USD	10/09/2024	17,085.50
		67955	76572	Check	1	7256		LaCrosse Schools Exploratorium	Yes	No	No	USD	10/09/2024	125.00
		67906	76573	Check	1	11260		LEWISTON JOURNAL	Yes	No	No	USD	10/09/2024	705.23
		67936	76574	Check	1	5865	R1	Loffler Companies -- 131511	Yes	No	No	USD	10/09/2024	280.36
		67912	76575	Check	1	1736		MBCA CLINIC	Yes	No	No	USD	10/09/2024	130.00
		67907	76576	Check	1	12018		MCGRAW-HILL	Yes	No	No	USD	10/09/2024	429.04
		67939	76577	Check	1	6175		Messerly, Larry	Yes	No	No	USD	10/09/2024	260.00
		67952	76578	Check	1	7166		Metropolitan Mechanical Contractors, INC	Yes	No	No	USD	10/09/2024	2,071.10
		67934	76579	Check	1	5801		Midwest Bus Parts, Inc.	Yes	No	No	USD	10/09/2024	2,079.46
		67918	76580	Check	1	3064		Midwest Detail Supply Company, LLC	Yes	No	No	USD	10/09/2024	174.51
		67908	76581	Check	1	12540		MISSISSIPPI WELDERS SUPPLY COV	Yes	No	No	USD	10/09/2024	215.20
		67958	76582	Check	1	7262		MN District Lutheran Teachers Confer	Yes	No	No	USD	10/09/2024	1,000.00
		67942	76583	Check	1	6280	R1	Music Mart	Yes	No	No	USD	10/09/2024	922.05
		67951	76584	Check	1	7109		On-site Computers	Yes	No	No	USD	10/09/2024	190.00
		67919	76585	Check	1	3098	R1	Pan-O-Gold Baking Company	Yes	No	No	USD	10/09/2024	987.90

Lewiston-Altura Public Schools Oct 2024 Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
P254CK0857	001	67947	76586	Check	1	6704	Quadient Finance USA, INC.	Yes	No	No	USD	10/09/2024	78.67
		67915	76587	Check	1	2411	REINHART FOOD SERVICE	Yes	No	No	USD	10/09/2024	24,427.47
		67920	76588	Check	1	3184	Rochester Telecom Systems, Inc	Yes	No	No	USD	10/09/2024	5.09
		67910	76589	Check	1	1318	SAINT CHARLES SCHOOL DISTRICT	Yes	No	No	USD	10/09/2024	150.00
		67913	76590	Check	1	1919	SCHOOL HEALTH	Yes	No	No	USD	10/09/2024	8.34
		67922	76591	Check	1	3217	School Specialty LLC	Yes	No	No	USD	10/09/2024	81.16
		67941	76592	Check	1	6266	SPRING GROVE SCHOOLS	Yes	No	No	USD	10/09/2024	100.00
		67911	76593	Check	1	1350	ST. CHARLES PUBLIC SCHOOLS	Yes	No	No	USD	10/09/2024	150.00
		67957	76594	Check	1	7261	Steak Shop Catering Inc	Yes	No	No	USD	10/09/2024	1,746.15
		67925	76595	Check	1	3525	TEACHER DIRECT	Yes	No	No	USD	10/09/2024	21.56
		67937	76596	Check	1	5876	Teachers on Call	Yes	No	No	USD	10/09/2024	3,181.35
		67948	76597	Check	1	6801	Tobii Dynavox	Yes	No	No	USD	10/09/2024	199.00
		67943	76598	Check	1	6367	TriState Tournaments	Yes	No	No	USD	10/09/2024	3,024.00
		67914	76599	Check	1	2157	TRUGREEN	Yes	No	No	USD	10/09/2024	4,800.00
		67929	76600	Check	1	4448	VERIZON WIRELESS	Yes	No	No	USD	10/09/2024	177.75
		67931	76601	Check	1	4635	WINONA CONTROLS, INC.	Yes	No	No	USD	10/09/2024	749.22
		67954	76602	Check	1	7254	Wristband Resources	Yes	No	No	USD	10/09/2024	188.40
		67917	76603	Check	1	25014	ZIEBELL'S HIAWATHA FOODS, INC.	Yes	No	No	USD	10/09/2024	6,792.51
P2507	0857	67981	76604	Check	1	7128	Affinity Plus Credit Union	Yes	No	No	USD	10/15/2024	25.00
		67977	76605	Check	1	5594	ALTRA FEDERAL CREDIT UNION	Yes	No	No	USD	10/15/2024	25.00
		67979	76606	Check	1	6406	Ameritas Life Insurance Corp	Yes	No	No	USD	10/15/2024	72.16
		67975	76607	Check	1	4951	Bremer Bank	Yes	No	No	USD	10/15/2024	375.00
		67976	76608	Check	1	5100	DELTA DENTAL OF MINNESOTA	Yes	No	No	USD	10/15/2024	1,204.90
		67970	76609	Check	1	11202	Education Minnesota - Lewiston-Altura	Yes	No	No	USD	10/15/2024	2,022.44
		67978	76610	Check	1	6265	HOME FEDERAL SAVINGS BANK	Yes	No	No	USD	10/15/2024	250.00
		67980	76611	Check	1	6461	ISD 857 - Flex Plan Checking	Yes	No	No	USD	10/15/2024	862.54
		67971	76612	Check	1	17090	MADISON NATIONAL LIFE	Yes	No	No	USD	10/15/2024	438.73
		67973	76613	Check	1	4786	Merchants Bank	Yes	No	No	USD	10/15/2024	450.00
		67974	76614	Check	1	4877	MINNESOTA Public Employees Insurant	Yes	No	No	USD	10/15/2024	14,243.40
		67982	76615	Check	1	7203	WCF - CARDINAL FOUNDATION	Yes	No	No	USD	10/15/2024	100.00
		67972	76616	Check	1	3545	Winona National Bank	Yes	No	No	USD	10/15/2024	130.00
P253CK0857	001	67986	76617	Check	1	2114	STEWARTVILLE VOLLEYBALL BOOST	Yes	No	No	USD	10/17/2024	200.00
P254CK0857	001	68019	76618	Check	1	4481	CHANHASSEN DINNER THEATERS	Yes	No	No	USD	10/17/2024	250.00
		68015	76619	Check	1	2707	City of Lewiston	Yes	No	No	USD	10/17/2024	5,245.07
		68027	76620	Check	1	6990	ERTL, ROBERT	Yes	No	No	USD	10/17/2024	1,100.00
		68010	76621	Check	1	2120	FLINN SCIENTIFIC INC	Yes	No	No	USD	10/17/2024	362.11
		68029	76622	Check	1	7266	Glenns Motorcoach Tours	Yes	No	No	USD	10/17/2024	1,200.00
		68028	76623	Check	1	7077	Happy Dancing Turtle	Yes	No	No	USD	10/17/2024	50.00
		68018	76624	Check	1	4402	Imperial Supplies, LLC	Yes	No	No	USD	10/17/2024	452.88
		68005	76625	Check	1	09110	JOSTENS	Yes	No	No	USD	10/17/2024	2,942.51
		68006	76626	Check	1	10141	KWIK TRIP	Yes	No	No	USD	10/17/2024	24.16

Lewiston-Altura Public Schools Oct 2024 Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
P254CK0857	001	68014	76627	Check	1	2521	LEITHOLD MUSIC	Yes	No	No	USD	10/17/2024	345.20
		68016	76628	Check	1	3038	Lewiston Hardware, LLC	Yes	No	No	USD	10/17/2024	273.71
		68007	76629	Check	1	11290	LEWISTON POST OFFICE	Yes	No	No	USD	10/17/2024	800.00
		68025	76630	Check	1	6950	Lexia	Yes	No	No	USD	10/17/2024	150.00
		68021	76631	Check	1	4678	MGBCA c/o Bill Gottenborg	Yes	No	No	USD	10/17/2024	250.00
		68024	76632	Check	1	5956	MiEnergy Cooperative	Yes	No	No	USD	10/17/2024	15,380.95
		68017	76633	Check	1	3361	Minnesota FFA Association	Yes	No	No	USD	10/17/2024	75.00
		68011	76634	Check	1	2220	MINNESOTA INTERSCHOL. ATH. ADI	Yes	No	No	USD	10/17/2024	415.00
		68022	76635	Check	1	4712	MINNESOTA UNEMPLOYMENT INSUF	Yes	No	No	USD	10/17/2024	22,699.78
		68008	76636	Check	1	12540	MISSISSIPPI WELDERS SUPPLY COV	Yes	No	No	USD	10/17/2024	325.41
		68023	76637	Check	1	4832	NEWS-2-YOU	Yes	No	No	USD	10/17/2024	249.99
		68013	76638	Check	1	2444	POPP BINDING AND LAMINATING	Yes	No	No	USD	10/17/2024	287.48
		68009	76639	Check	1	17077	REGION V COMPUTER SERVICES	Yes	No	No	USD	10/17/2024	3,322.50
		68012	76640	Check	1	2247	RENAISSANCE LEARNING	Yes	No	No	USD	10/17/2024	434.28
		68026	76641	Check	1	6985	Winona Area Public Schools	Yes	No	No	USD	10/17/2024	250.00
		68020	76642	Check	1	4542	WINONA HEALTH SERVICES	Yes	No	No	USD	10/17/2024	1,500.00
		68033	76643	Check	1	2183	B & S Rentals Inc.	Yes	No	No	USD	10/22/2024	480.00
		68032	76644	Check	1	2105	BATTERIES PLUS	Yes	No	No	USD	10/22/2024	233.25
		68041	76645	Check	1	7089	Dashir Management Services, Inc	Yes	No	No	USD	10/22/2024	15,260.30
		68034	76646	Check	1	2524	GRAINGER	Yes	No	No	USD	10/22/2024	172.20
		68040	76647	Check	1	6891	Harter's Trash & Recycling Inc	Yes	No	No	USD	10/22/2024	1,509.97
		68037	76648	Check	1	4085	IEA, INC	Yes	No	No	USD	10/22/2024	546.25
		68044	76649	Check	1	7267	J.F. Ahern Co Attn: Accts Rec	Yes	No	No	USD	10/22/2024	1,938.00
		68036	76650	Check	1	3866	MATH WIZARDS	Yes	No	No	USD	10/22/2024	70.00
		68042	76651	Check	1	7166	Metropolitan Mechanical Contractors, INC	Yes	No	No	USD	10/22/2024	2,438.54
		68035	76652	Check	1	2555	National FFA Organization	Yes	No	No	USD	10/22/2024	800.50
		68043	76653	Check	1	7255	PRINGLE, DAVE	Yes	No	No	USD	10/22/2024	20.97
		68038	76654	Check	1	4800	Region 1A	Yes	No	No	USD	10/22/2024	280.00
		68039	76655	Check	1	5876	Teachers on Call	Yes	No	No	USD	10/22/2024	2,908.69
		68045	76656	Check	1	7268	Temp Social Work	Yes	No	No	USD	10/22/2024	521.30
		68031	76657	Check	1	19210	TRI STATE BUSINESS MACHINES	Yes	No	No	USD	10/22/2024	1,700.94
		68052	76658	Check	1	3878	ADVANCED BUSINESS SYSTEMS, INC	Yes	No	No	USD	10/30/2024	41.45
		68068	76659	Check	1	7265	Agape Therapies and Educational Servi	Yes	No	No	USD	10/30/2024	10,025.00
		68063	76660	Check	1	6871	Arellano-Sanchez, Angela	Yes	No	No	USD	10/30/2024	80.00
		68047	76661	Check	1	02178	CHATFIELD PUBLIC SCHOOLS	Yes	No	No	USD	10/30/2024	200.00
		68048	76662	Check	1	1366	CUSTOM ALARM	Yes	No	No	USD	10/30/2024	615.00
		68065	76663	Check	1	7091	Dalco Enterprises	Yes	No	No	USD	10/30/2024	3,304.21
		68061	76664	Check	1	6731	Everyday Speech LLC	Yes	No	No	USD	10/30/2024	599.99
		68051	76665	Check	1	3174	Excel Images Inc.	Yes	No	No	USD	10/30/2024	266.00
		68059	76666	Check	1	6429	Heartland Country Club	Yes	No	No	USD	10/30/2024	600.00
		68062	76667	Check	1	6827	Kennedy, Rylee	Yes	No	No	USD	10/30/2024	90.00

Lewiston-Altura Public Schools Oct 2024 Check Register by Bank and Check

Batch Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
P254C	K0857	001	68064	76668	Check	1	7002	LEJEUNE, LAVIN	Yes	No	No	USD	10/30/2024	90.00
		68050	76669	Check	1	2451		Lewiston Lions Club	Yes	No	No	USD	10/30/2024	655.00
		68058	76670	Check	1	6407		McNally, Ciarra	Yes	No	No	USD	10/30/2024	16.25
		68054	76671	Check	1	4906		MINNESOTA JUNIOR HIGH MATHEMA	Yes	No	No	USD	10/30/2024	200.00
		68057	76672	Check	1	6280	R1	Music Mart	Yes	No	No	USD	10/30/2024	275.80
		68066	76673	Check	1	7109		On-site Computers	Yes	No	No	USD	10/30/2024	90.00
		68060	76674	Check	1	6511		Quadient Leasing USA, Inc.	Yes	No	No	USD	10/30/2024	4,137.25
		68067	76675	Check	1	7126		Randall, Lindsay	Yes	No	No	USD	10/30/2024	341.00
		68053	76676	Check	1	4800		Region 1A	Yes	No	No	USD	10/30/2024	1,911.00
		68070	76677	Check	1	90787		SANOW, DAVID	Yes	No	No	USD	10/30/2024	181.00
		68049	76678	Check	1	2234		Sanow, Theresa	Yes	No	No	USD	10/30/2024	114.00
		68056	76679	Check	1	5876		Teachers on Call	Yes	No	No	USD	10/30/2024	908.96
		68069	76680	Check	1	7268		Temp Social Work	Yes	No	No	USD	10/30/2024	2,083.25
		68055	76681	Check	1	5841		True Friends	Yes	No	No	USD	10/30/2024	4,441.30
P2508	0857	001	68082	76682	Check	1	7128	Affinity Plus Credit Union	Yes	No	No	USD	10/31/2024	25.00
		68078	76683	Check	1	5594		ALTRA FEDERAL CREDIT UNION	Yes	No	No	USD	10/31/2024	25.00
		68080	76684	Check	1	6406		Ameritas Life Insurance Corp	Yes	No	No	USD	10/31/2024	72.16
		68076	76685	Check	1	4951		Bremer Bank	Yes	No	No	USD	10/31/2024	2,044.00
		68077	76686	Check	1	5100		DELTA DENTAL OF MINNESOTA	Yes	No	No	USD	10/31/2024	1,204.90
		68071	76687	Check	1	11202		Education Minnesota - Lewiston-Altura	Yes	No	No	USD	10/31/2024	2,022.44
		68079	76688	Check	1	6265		HOME FEDERAL SAVINGS BANK	Yes	No	No	USD	10/31/2024	250.00
		68081	76689	Check	1	6461		ISD 857 - Flex Plan Checking	Yes	No	No	USD	10/31/2024	862.54
		68072	76690	Check	1	17090		MADISON NATIONAL LIFE	Yes	No	No	USD	10/31/2024	438.73
		68074	76691	Check	1	4786	R1	Merchants Bank	Yes	No	No	USD	10/31/2024	450.00
		68075	76692	Check	1	4877		MINNESOTA Public Employees Insuranc	Yes	No	No	USD	10/31/2024	14,989.30
		68083	76693	Check	1	7203		WCF - CARDINAL FOUNDATION	Yes	No	No	USD	10/31/2024	100.00
		68073	76694	Check	1	3545		Winona National Bank	Yes	No	No	USD	10/31/2024	130.00

Bank Total: 001

\$330,859.85

Report Total:

\$330,859.85

Lewiston-Altura Public Schools Multi Year Guide Obj Series

Sequence: Fd, O/S, Org, Pro, Crs, Fin

202304

202404

202504

Description	Budget 202304		Budget 202404		Budget 202504	
	23REV	Year to Date %	2REV	Year to Date %	25ADP	Year to Date %
01 General						
100 Salaries & Wages	5,121,079.56	1,030,378.13 20%	4,694,589.00	985,316.31 21%	4,835,891.00	992,017.78 21%
200 Employee Benefits	1,383,286.32	266,518.98 19%	1,344,727.00	267,142.61 20%	1,182,974.00	281,386.47 24%
300 Purchased Services	1,529,536.00	373,304.93 24%	1,846,828.00	426,713.46 23%	1,817,326.00	456,734.89 25%
400 Supplies & Materials	518,595.32	211,430.54 41%	520,672.00	262,756.15 50%	314,145.00	151,596.69 48%
500 Capital Expenditures	361,981.75	147,419.60 41%	410,776.00	123,025.32 30%	396,231.00	88,059.32 22%
700 Debt Service	0.00	0.00 0%	2,500.00	0.00 0%	2,500.00	0.00 0%
800 Other Expenditures	49,224.00	21,093.55 43%	54,476.00	23,960.40 44%	43,360.00	20,292.84 47%
01 General	8,963,702.95	2,050,145.73 23%	8,874,568.00	2,088,914.25 24%	8,592,427.00	1,990,087.99 23%
02 Food Service						
100 Salaries & Wages	191,695.00	48,989.60 26%	189,368.00	39,561.67 21%	215,881.00	45,669.64 21%
200 Employee Benefits	0.00	15,642.10 0%	69,801.00	12,622.89 18%	64,851.00	16,010.66 25%
300 Purchased Services	11,150.00	4,354.40 39%	11,700.00	3,608.10 31%	5,400.00	5,002.55 93%
400 Supplies & Materials	235,000.00	55,345.27 24%	323,309.00	44,213.88 14%	306,809.00	43,676.14 14%
500 Capital Expenditures	4,300.00	0.00 0%	15,000.00	3,986.06 27%	0.00	0.00 0%
800 Other Expenditures	3,000.00	0.00 0%	2,000.00	0.00 0%	2,000.00	17.95 1%
02 Food Service	445,145.00	124,331.37 28%	611,178.00	103,992.60 17%	594,941.00	110,376.94 19%
04 Community Education						
100 Salaries & Wages	328,035.92	87,999.22 27%	313,960.00	85,620.95 27%	329,395.00	63,819.86 19%
200 Employee Benefits	67,490.37	15,958.24 24%	66,136.00	16,539.47 25%	78,717.00	13,351.76 17%
300 Purchased Services	16,210.00	8,827.10 54%	11,850.00	835.55 7%	3,600.00	4,330.22 120%
400 Supplies & Materials	34,807.29	9,048.52 26%	38,878.00	4,255.37 11%	30,878.00	5,899.41 19%
04 Community Education	446,543.58	121,833.08 27%	430,824.00	107,251.34 25%	442,590.00	87,401.25 20%
06 Bldg Construction						
300 Purchased Services	0.00	0.00 0%	0.00	0.00 0%	0.00	390.00 0%
06 Bldg Construction	0.00	0.00 0%	0.00	0.00 0%	0.00	390.00 0%
07 Debt						
700 Debt Service	498,150.00	76,337.50 15%	507,425.00	68,287.50 13%	721,325.00	59,325.00 8%
07 Debt	498,150.00	76,337.50 15%	507,425.00	68,287.50 13%	721,325.00	59,325.00 8%
30 Student Activity						
300 Purchased Services	79,415.50	11,391.22 14%	72,400.00	39,305.01 54%	80,500.00	17,069.47 21%

Lewiston-Altura Public Schools
Multi Year Guide Obj Series

Sequence: Fd, O/S, Org, Pro, Crs, Fin

Description	202304		202404		202504	
	Budget 23REV	Year to Date %	Budget 2REV	Year to Date %	Budget 25ADP	Year to Date %
30 Student Activity						
400 Supplies & Materials	48,842.13	19,860.50 41%	61,850.00	32,918.82 53%	69,850.00	3,262.98 5%
500 Capital Expenditures	15,000.00	1,239.75 8%	0.00	0.00 0%	0.00	0.00 0%
800 Other Expenditures	1,506.00	0.00 0%	500.00	(725.00) (145%)	500.00	150.00 30%
30 Student Activity	144,763.63	32,491.47 22%	134,750.00	71,498.83 53%	150,850.00	20,482.45 14%
Report Totals:	10,498,305.16	2,405,139.15 23%	10,558,745.00	2,439,944.52 23%	10,502,133.00	2,268,063.63 22%

503 STUDENT ATTENDANCE POLICY

I. PURPOSE

- A. The school board believes that regular school attendance is directly related to success in academic work, benefits students socially, provides opportunities for important communications between teachers and students and establishes regular habits of dependability important to the future of the student. The purpose of this policy is to encourage regular school attendance. It is intended to be positive and not punitive.
- B. This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teachers and administrators. This policy will assist students in attending class.

II. RESPONSIBILITIES

- A. **Student Responsibility**
It is the student's right to be in school. It is also the student's responsibility to attend all assigned classes and study halls every day that school is in session and to be aware of and follow the correct procedures when absent from an assigned class or study hall. **Finally, it is the student's responsibility to request any missed assignments due to an absence.**
- B. **Parent or Guardian's Responsibility**
It is the responsibility of the student's parent or guardian to ensure the student is attending school, to **inform the school in the event of a student absence daily and one week in advance for a vacation**, and to work cooperatively with the school and the student to solve any attendance problems that may arise.
- C. **Teacher's Responsibility**
It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class and study hall. It is also the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly. It is also the teacher's responsibility to provide any student who has been absent with any missed assignments upon request. Finally, it is the teacher's responsibility to work cooperatively with the student's parent or guardian and the student to solve any attendance problems that may arise.
- D. **Administrator's Responsibility**
 - 1. It is the administrator's responsibility to require students to attend all assigned classes and study halls. It is also the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures uniformly to all students, to maintain accurate

records on student attendance, to inform the student's parent or guardian of the student's attendance, and to work cooperatively with students and their parents/guardians to solve attendance problems.

2. In accordance with the Minnesota Compulsory Instruction Law, Minn. Stat. § 120A.22, the students of the school district are required to attend all assigned classes and/or study halls every day school is in session, unless the student has been excused by the school board from attendance because the student has already completed state and school district standards required to graduate from high school, has withdrawn, or has a valid excuse for absence.

III. EXCUSED ABSENCES – K-12

A. Legitimate exemptions.

1. To have the child excused from attendance for the whole or any part of the time school is in session during any school year. Application may be made to any member of the board, a truant officer, a principal, or the superintendent. The school district may state in its school attendance policy that it may ask the student's parent or legal guardian to verify in writing the reason for the child's absence from school. A note from a physician or a licensed mental health professional stating that the child cannot attend school is a valid excuse. The board of the district in which the child resides may approve the application upon the following being demonstrated to the satisfaction of that board:
 - a. that the child's physical or mental health is such as to prevent attendance at school or application to study for the period required, which includes:
 - i. child illness, medical, dental, orthodontic, or counseling appointments;
 - ii. family emergencies;
 - iii. the death or serious illness or funeral of an immediate family member;
 - iv. active duty in any military branch of the United States;
 - v. the child has a condition that requires ongoing treatment for a mental health diagnosis; or
 - vi. other exemptions included in the district's school attendance policy;
 - b. that the child has already completed state and district standards required for graduation from high school; or
 - c. that it is the wish of the parent, guardian, or other person having control of the child, that the child attend for a period or periods not exceeding in the aggregate three hours in any week, a school for religious instruction conducted and maintained by some church, or

association of churches, or any Sunday school association incorporated under the laws of this state, or any auxiliary thereof. This school for religious instruction must be conducted and maintained in a place other than a public school building, and it must not, in whole or in part, be conducted and maintained at public expense. However, a child may be absent from school on such days as the child attends upon instruction according to the ordinances of some church.

B. Excessive Excused Absences –

1. When patterns of excessive excused absences are detrimental to the success of a student, district personnel will implement interventions listed on the Attendance Intervention Checklist, included as Appendix A.
2. A parent/guardian may clear four days per academic quarter that school is in session. Subsequent clearances for illnesses/appointments require verification by a doctor or other valid health care professional, unless otherwise approved by the building principal. It is recommended that students/parents provide notes from providers for all visits, as that note will prevent that absence from counting towards excessive excused absences and truancy. Additional absences beyond 4 per quarter, without documentation or preapproval of a vacation will result in the absence being counted as unexcused.

C. Consequence for Unexcused Absences – High School

An unexcused absence of half of any class period during the day will result in detention assigned to the student. An unexcused absence is an absence for a reason that is not acceptable by this policy. Three unexcused absences of three periods or more will mean that the student will be identified as a continuing truant and the parent/guardian will be contacted by school officials regarding the students' absences and the student will be referred to Winona County Restorative Justice. Seven unexcused absences of three periods or more will mean that the student will be identified as a habitual truant and school officials will file educational neglect or truancy charges against the parent/guardian and juvenile.

D. Habitual Truancy – K-12

A habitual truant is a student who is absent from attendance at school without lawful excuse for seven school days; if the child is in elementary school or for three or more class periods on seven school days if the child is in middle school, junior high school, or high school. A student who becomes a habitual truant according to Minnesota Statue 260C.007 Subd. 19, will be reported to legal authorities to assure compliance to Minnesota Compulsory Instruction laws.

E. Pre-approval Procedures for Family Vacations and Unique Situations – K-12

~~One~~ Vacations ~~and unique/unusual situations~~ may be excused ~~per school year~~. A vacation will be defined as a planned ~~and preapproved~~ absence of ~~2 -5 or more~~ days that requires preapproval one week prior to the event. Students and parents must request approval by completing a pre-approval form included as Appendix B and presenting it to the principal at least one week prior to the expected absence. Each request will be considered based on the number of days that the student will be absent, the number of previous excused and unexcused absences, ~~the academic status of the student, and the possible educational benefit of the absence.~~ Vacations that are not preapproved will be documented as unexcused absences.

- F. No more than two total days per school year for personal trips to higher education schools or college campuses will be excused.

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IV. ATTENDANCE PROCEDURES – K-12

- A. All absences require that the parent/guardian contact the school. They should call the school before 9:00 a.m. on the morning of the absence. They need to inform the office of the student's absence, give their permission for the absence, and state the reason for the absence. In special circumstances where the parent/guardian is not able to call the school, the school must receive an explanation of the absence from the parent/guardian within 48 hours of the absence.
- B. When absences are known about in advance, the student is expected to make arrangements to complete make-up work prior to being absent.
- C. It is the student's responsibility to check with the teachers regarding make-up work before or after school.
- D. The school reserves the right to request verification information such as required court appearances, funeral leaves, etc.

V. STUDENT MAKE-UP WORK

- A. For excused absences, students will be given the number of days absent plus one to turn in all make-up work and take tests or quizzes after returning from the absence. Work or tests announced prior to a pre-approved absence will be taken on time if the teacher feels it is appropriate. Example: A test was assigned for Friday and the student was pre-approved to miss class on Thursday. The student will take the test if the teacher believes the student is ready.
 - 1. This may be extended only for extenuating circumstances and with the approval of the teacher and/or Principal.
 - 2. Students will only be allowed a maximum of two (2) weeks after the end of a quarter to make up work unless the teacher grants an extension with the approval of the Principal.

- B. For unexcused absences, students have a right to obtain the information they have missed from their teacher due to any absence. However, if the absence is unexcused it is the teacher's discretion whether or not to award full credit for work missed during that absence.

VI. Tardiness – K-12

- A. Tardies - "A little late is too late!" If you arrive to school late, you are to report to the office for a pass. You must have a parental note indicating the reason you are late in arriving to school. If students do not have a note they will be assigned an unexcused tardy. If you are going to be late to your next class because of a previous class or teacher having detained you, get a pass from the teacher responsible and take it with you.
- B. At the high school, teachers are encouraged to address student tardies in their classrooms. Students that have issues with excessive tardies may be referred to administration for assistance. Students referred to the office for excessive tardies in the classroom may be assigned detention or other consequences.

Adopted: April 17, 2000
Revised: May 12, 2003
Revised: May 8, 2006
Revised: March 10, 2008
Revised: January 10, 2011
Revised: May 13, 2013
Revised: November 12, 2013
Revised: June 8, 2020
Revised: November 12 (1st Reading)

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Legal References: Minn. Stat. § 120A.05 (Definitions)
Minn. Stat. § 120A.22 (Compulsory Instruction)
Minn. Stat. § 120A.24 (Reporting)
Minn. Stat. § 120A.26 (Enforcement and Prosecution)
Minn. Stat. § 120A.34 (Violations; Penalties)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 260A.02 (Definitions)
Minn. Stat. § 260A.03 (Notice to Parent or Guardian when Child is Continuing Truant)
Minn. Stat. § 260C.007, Subd. 19 (Habitual Truant defined)
Minn. Stat. § 260C.201 (Dispositions; Children in Need of Protection or Services or Neglected and in Foster Care)
Goss v. Lopez, 419 U.S. 565, 95 S.Ct. 729 (1975)
Slocum v. Holton Board of Education, 429 N.W.2d 607 (Mich. App. Ct. 1988)
Campbell v. Board of Education of New Milford, 475 A.2d 289 (Conn. 1984)

Hamer v. Board of Education of Township High School District No. 113,
66 Ill. App.3d 7 (1978)
Gutierrez v. School District R-1, 585 P.2d 935 (Co. Ct. App. 1978)
Knight v. Board of Education, 348 N.E.2d 299 (1976)
Dorsey v. Bale, 521 S.W.2d 76 (Ky. 1975)

Cross References: MSBA/MASA Model Policy 506 (Student Discipline)

Appendix A

Attendance Intervention Checklist

When attendance issues are detrimental to a student's success at school, district personnel will use the Attendance Checklist to begin interventions intended to encourage regular school attendance. The following interventions will be used and documented in all cases concerning attendance including educational neglect, unexcused absences and truancy.

1. _____ Attendance data check.
 - Check current year and previous year's attendance reports for attendance data and / or history of attendance issues.
 - Check with school nurse for any medical indicators that affect attendance / history of medical problems.

2. _____ Telephone / contact parent(s) / guardian(s)
A telephone or direct parent / guardian contact will be made to:
 - explain attendance record to date.
 - explain attendance laws and school policy.

3. _____ Letter sent to the home upon the third unexcused absence.

If telephone or direct discussions are not possible and / or when attendance issues continue to be detrimental to student success, a letter will be sent to the home that:
 - explains the student attendance record to date
 - explains attendance laws and school policy.

4. _____ Liaison
A liaison will attempt to discuss interventions and or options to be implemented to encourage regular school attendance between absences 3 and 6.

5. _____ School meeting / home visit.
A meeting will be offered to discuss interventions and / or options to be implemented to encourage regular school attendance on unexcused absence number 5.

6. _____ Turn in documentation to the county legal authorities upon unexcused absence 7.

Appendix B

**Request Form for Student Absence
For a Family Vacation/Trip**

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According to school policy, student absences for family vacations/trips may be excused. These absences need to be pre-approved by the school principal at least one week before the expected absence. Information that is considered when making approval decisions include the student's current academic situation, attendance record, progress toward graduation and type of vacation/trip.

Absences due to family vacations/trips may be detrimental to success in school.

Student Name _____ Date of Request _____

Parent Name _____ Telephone Numbers _____

I am requesting that my son/daughter be excused on the following day(s) for a family vacation/trip:

Will the student be with a parent during the absence? _____

Other information :

Parent's Signature _____

Approved _____ Not Approved _____ Date _____

Principal's Signature _____

Vacation Form/Homework Request

Based upon state statute and school policy 503, ISD 857 schools will excuse absences for one vacation per year, not to exceed five school days; additional school year trips will count against students four excused absences per quarter and may result in unexcused absences for all or part of the trip and/or additional absences for that quarter. **Please complete the following steps at least one week prior to departure to excuse absences:**

1. Notify the office at least one week prior to departure (below):

Student Name _____ Today's Date _____

Parent Name _____ Telephone Number _____

I am requesting that my son/daughter be excused **on the following day(s)** for a family vacation/trip:

(Dates of Absence)

Parent's Signature _____

2. Present Homework Request (below) to teachers for completion. (Allow multiple days for homework compilation.)

Class	Assignment	Teacher Initials

3. Return this form to the office at least one week prior to vacation. A copy of the completed form will be provided to the student. (Date Received by the Office _____)

4. Gather homework materials needed to complete over vacation/absence.

5. Upon return, communicate with teachers regarding work completed during vacation, and determine what additional work requires completion.

711 VIDEO RECORDING ON SCHOOL BUSES

I. PURPOSE

The transportation of students to and from school is an important function of the school district, and transportation by the school district is a privilege and not a right for an eligible student. The behavior of students and employees on the bus is a significant factor in the safety and efficiency of school bus transportation. Student and employee misbehavior increases the potential risks of injury. Therefore, the school district believes that video recording student passengers and employees on the school bus will encourage good behavior and, as a result, promote safety. The purpose of this policy is to establish a school bus video recording system.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. Each and every school bus owned, leased, contracted, and/or operated by the school district shall be equipped with a fully enclosed box for placement and operation of a video camera and conspicuously placed signs notifying riders that their conversations or actions may be recorded.
2. A video camera will not necessarily be installed in each and every school bus owned, leased, contracted, and/or operated by the school district, but cameras may be rotated from bus to bus without prior notice to students.
3. Video cameras will be placed on a particular school bus, to the extent possible, where the school district has received complaints of inappropriate behavior.

B. Use of Video Recordings

1. A video recording of the actions of student passengers and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct on the bus.
2. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13 and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g and the rules and/or regulations promulgated thereunder.
3. Video recordings will be viewed by school district personnel on a random basis and/or when discipline problems on the bus have been brought to the attention of the school district.
4. A video recording will be retained by the school district until relooped or until the conclusion of disciplinary proceedings in which the video recording is used for evidence.

[Note: School districts should review their record retention policies/schedules as to the stated retention period for school bus video

recordings. The retention time period in the retention schedule should be consistent with the retention time period set forth in this policy. The January 2000 School District General Records Retention Schedule, adopted by many school districts, provides that building security/transportation video recordings are to be retained until relooped.]

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.585 (Notice of Recording Device)
Minn. Stat. § 138.17 (Government Records, Administration)
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

712 VIDEO SURVEILLANCE OTHER THAN ON BUSES

[Note: See MSBA/MASA Model Policy 711 for Video Recording on School Buses.]

I. PURPOSE

Maintaining the health, welfare, and safety of students, staff, and visitors while on school district property and the protection of school district property are important functions of the school district. The behavior of individuals who come on to school property is a significant factor in maintaining order and discipline and protecting students, staff, visitors, and school district property. The school board recognizes the value of video/electronic surveillance systems in monitoring activity on school property in furtherance of protecting the health, welfare, and safety of students, staff, visitors, and school district property.

II. GENERAL STATEMENT OF POLICY

A. Placement

1. School district buildings and grounds may be equipped with video cameras.
2. Video surveillance may occur in any school district building or on any school district property.
3. Video surveillance will normally not be used in bathrooms or locker rooms, although these areas may be placed under surveillance by individuals of the same sex as the occupants of the bathrooms or locker rooms. Video surveillance in bathrooms or locker rooms will only be utilized in extreme situations, with extraordinary controls, and only as expressly approved by the superintendent.

B. Use of Video Recordings

1. Video recordings will be viewed by school district personnel on a random basis and/or when problems have been brought to the attention of the school district.
2. A video recording of the actions of students and/or employees may be used by the school district as evidence in any disciplinary action brought against any student or employee arising out of the student's or employee's conduct in school district buildings or on school grounds.
3. A video recording will be released only in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.

C. Security and Maintenance

1. The school district shall establish appropriate security safeguards to ensure that video recordings are maintained and stored in conformance with the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g, and the rules and/or regulations promulgated thereunder.

2. The school district shall ensure that video recordings are retained in accordance with the school district's records retention schedule.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.585 (Notice of Recording Device)
Minn. Stat. § 138.17 (Government Records; Administration)
Minn. Stat. § 609.746 (Interference with Privacy)
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1-99.67 (Family Educational Rights and Privacy)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)

Adopted: _____

MSBA/MASA Model Policy 801

Orig. 1995

Revised: 11-12-2024

Rev. 2022

801 EQUAL ACCESS TO SCHOOL FACILITIES

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

I. PURPOSE

The purpose of this policy is to implement the Equal Access Act by granting equal access to secondary school facilities for students who wish to conduct a meeting for religious, political, or philosophical purposes during noninstructional time.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is not to deny equal access or a fair opportunity to, or to discriminate against, any students who wish to conduct a meeting, on the basis of the religious, political, philosophical, or other content of the speech at such meetings.
- B. The school board has created a limited open forum for students enrolled in secondary schools during which noncurriculum-related student groups shall have equal access and a fair opportunity to conduct meetings during noninstructional time.
- C. Student use of facilities under this policy does not imply school district sponsorship, approval, or advocacy of the content of the expression at such meetings.
- D. The school district retains its authority to maintain order and discipline on school premises, to protect the well-being of students and faculty, and to assure that attendance of students at meetings is voluntary.
- E. In adopting and implementing this equal access policy, the school district will NOT:
 - 1. influence the form or content of any prayer or other religious activity;
 - 2. require any person to participate in prayer or other religious activity;
 - 3. expend public funds beyond the incidental cost of providing the space for student-initiated meetings;
 - 4. compel any school agent or employee to attend a school meeting if the content of the speech at the meeting is contrary to the beliefs of the agent or employee;
 - 5. sanction meetings that are otherwise unlawful;
 - 6. limit the rights of groups of students based on the size of the group;
 - 7. abridge the constitutional rights of any person.

III. DEFINITIONS

- A. "Limited open forum" means that the school grants an offering to or opportunity for one or more noncurriculum related student groups to meet on school premises during noninstructional time.

- B. "Meeting" includes activities of student groups which are permitted under a limited open forum and are not directly related to the school curriculum. Distribution of literature does not constitute a meeting protected by the Equal Access Act.
- C. "Noninstructional time" means time set aside by the school before actual classroom instruction begins or after actual classroom instruction ends, including such other periods that occur during the school day when no classroom instruction takes place.
- D. "Sponsorship" includes the act of promoting, leading, or participating in a meeting. The assignment of a school employee for custodial, observation, or maintenance of order and discipline purposes does not constitute sponsorship of the meeting.
- E. "Secondary school" means any school with enrollment of pupils ordinarily in grades 7 through 12 or any portion thereof.

IV. FAIR OPPORTUNITY CRITERIA

Schools in this school district shall uniformly provide that:

- A. A meeting held pursuant to this policy is voluntary and student-initiated;
- B. There is no sponsorship of the meeting by the school or its agents or employees;
- C. Employees or agents of the school are present at religious meetings only in a nonparticipatory capacity;
- D. The meeting does not materially and substantially interfere with the orderly conduct of educational activities within the school; and
- E. Nonschool persons may not direct, control, or regularly attend activities of student groups.

V. PROCEDURES

- A. Any student who wishes to initiate a meeting under this policy shall apply to the principal of the building at least 48 hours in advance of the time of the activity or meeting. The student must agree to the following:
 - 1. All activities or meetings must comply with existing policies, regulations, and procedures that govern operation of school-sponsored activities.
 - 2. The activities or meetings are voluntary and student-initiated. The principal may require assurances of this fact.
- B. Student groups meeting under this policy must comply with the following rules:
 - 1. Those attending must not engage in any activity that is illegal, dangerous, or which materially and substantially interferes with the orderly conduct of the educational activities of the school. Such activities shall be grounds for discipline of an individual student and grounds for a particular group to be denied access.
 - 2. The groups may not use the school name, school mascot name, school emblems, the school district name, or any name that might imply school or district sponsorship or affiliation in any activity, including fundraising and community involvement.

3. The groups must comply with school policies, regulations and procedures governing school-sponsored activities.
- C. Students applying for use of school facilities under this policy must provide the following information to the principal: time and date of meeting, estimated number of students in attendance, and special equipment needs.
 - D. The building principal has responsibility to:
 1. Keep a log of application information.
 2. Find and assign a suitable room for the meeting or activity. The number of students in attendance will be limited to the safe capacity of the meeting space.
 3. Note the condition of the facilities and equipment before and after use.
 4. Assure proper supervision. Assignment of staff to be present in a supervisory capacity does not constitute school district sponsorship of the meeting or activity.
 5. Assure that the meeting or activity does not interfere with the school's regular instructional activities.
 - E. The school district shall not expend public funds for the benefit of students meeting pursuant to this policy beyond the incidental cost of providing space. The school district will provide no additional or special transportation.
 - F. Nonschool persons may not direct, conduct, control, or regularly attend meetings and activities held pursuant to this policy.
 - G. School district employees or agents may not promote, lead, participate in, or otherwise sponsor meetings or activities held pursuant to this policy.
 - H. A copy of this policy and procedures shall be made available to each student who initiates a request to use school facilities.

Legal References: 20 U.S.C. §§ 4071-74 (Equal Access Act)
 20 U.S.C. § 7905 (Boy Scouts of America Equal Access Act)
Board of Educ. of Westside Community Schools v. Mergens, 496 U.S. 226 (1990)
Good News Club v. Milford Central School, 533 U.S. 98 (2001)
Child Evangelism Fellowship of Minnesota v. Special Sch. Dist. 1, 690 F.3d 996 (8th Cir. 2012)
Child Evangelism Fellowship of Minnesota v. Elk River Area School Dist. 728, 599 F.Supp. 2d 1136 (D. Minn. 2009)

Cross References: MSBA/MASA Model Policy 902 (Use of School District Facilities and Equipment)

The Purpose, General Statement of Policy, Definitions, and Fair Opportunity Criteria sections reflect the

language and requirements of the Equal Access Act and so should be adopted as written. School Boards have discretion to adopt reasonable procedures to implement the Act, however. We have provided a section on Procedures as a model.

Adopted: _____

MSBA/MASA Model Policy 802

Orig. 1995

Revised: 11-12-2024

Rev. 2022

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

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

I. PURPOSE

The purpose of this policy is to provide guidelines for the superintendent to assist in timely disposition of obsolete equipment and material.

II. GENERAL STATEMENT OF POLICY

Effective use of school building space, and consideration for safety of personnel, will at times require disposal of obsolete equipment and material.

III. DEFINITIONS

- A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials, or equipment.
- B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

The superintendent shall be authorized to dispose of obsolete equipment and materials by selling it at a fair price consistent with the procedures outlined in this policy. Any sale exceeding the minimum amount for which bids are required must first be specifically authorized by the school board. The superintendent shall be authorized to properly dispose of used books, materials, and equipment deemed to have little or no value.

B. Contracts Over \$175,000

1. If the value of the equipment or materials is estimated to exceed \$175,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.
2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.
3. A record shall be kept of all bids, with names of bidders and amounts of bids, and an indication of the successful bid. A bid containing an alteration or erasure of any price contained in the bid which is used in determining the highest responsible bid shall be rejected unless the alteration or erasure is corrected by being crossed out and the correction printed in ink or typewritten adjacent thereto and initialed in ink by the person signing the bid.

4. In the case of identical high bids from two or more bidders, the school board may, at its discretion, utilize negotiated procurement methods with the tied high bidders so long as the price paid does not go below the high tied bid price. In the case where only a single bid is received, the school board may, at its discretion, negotiate a mutually agreeable contract with the bidder so long as the price paid does not fall below the original bid. If no satisfactory bid is received, the board may readvertise.
5. All bids obtained shall be kept on file for a period of at least one year after their receipt. Every contract made without compliance with the foregoing provisions shall be void.
6. Data submitted by a business to a school in response to a request for bids are private until opened. Once opened, the name of the bidder and the dollar amount specified become public; all other data are private until completion of the selection process, meaning the school has completed its evaluation and ranked the responses. After completion of the selection process, all data submitted by all bidders are public except trade secret data. If all responses are rejected prior to completion of the selection process, all data remain private, except the name of the bidder and the dollar amount specified which were made public at the bid opening for one year from the proposed opening date or until resolicitation results in completion of the selection process or until a determination is made to abandon the purchase, whichever occurs sooner, at which point the remaining data becomes public. Data created or maintained by the school district as part of the selection or evaluation process are protected as nonpublic data until completion of the selection or evaluation process. At that time, the data are public with the exception of trade secret data.

C. Contracts From \$25,000 to \$175,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$175,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

If the amount of the sale is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the school board. The sale in the open market may be by auction. If the contract is made on quotation, it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after receipt.

E. Electronic Sale of Surplus Supplies, Materials, and Equipment

Notwithstanding the other procedural requirements of this policy, the school district may contract to sell supplies, materials, and equipment which is surplus, obsolete, or unused through an electronic selling process in which purchasers compete to purchase the supplies, materials, or equipment at the highest purchase price in an open and interactive environment.

F. Notice of Quotation

Notice of procedures to receive quotations shall be given by publication or other means as appropriate to provide reasonable notice to the public.

G. Sales to Employees

No officer or employee of the school district shall sell or procure for sale or possess or control for sale to any other officer or employee of the school district any property or materials owned by the school district unless the property and materials are not needed for public purposes and are sold to a school district employee after reasonable public notice, at a public auction or by sealed response, if the employee is not directly involved in the auction or sale process. Reasonable notice shall include at least one week's published or posted notice. A school district employee may purchase no more than one motor vehicle from the school district at any one auction. This section shall not apply to the sale of property or materials acquired or produced by the school district for sale to the general public in the ordinary course of business. Nothing in this section shall prohibit an employee of the school district from selling or possessing for sale public property if the sale or possession for sale is in the ordinary course of business or the normal course of the employee's duties.

H. Exceptions for Surplus School Computers

1. A school district may bypass the requirements for competitive bidding and is not subject to any other laws relating to school district contracts if it is disposing of surplus school computer and related equipment, including a tablet device, by conveying the property and title to:
 - a. another school district;
 - b. the state department of corrections;
 - c. the board of trustees of Minnesota State Colleges and Universities;
 - d. the family of a student residing in the district whose total family income meets the federal definition of poverty; or
 - e. a charitable organization under section 501(c)(3) of the Internal Revenue Code that is registered with the attorney general's office for educational use.
2. If surplus school computers are not disposed of as described in Paragraph 1., upon adoption of a written resolution of the school board, when updating or replacing school computers, including tablet devices, used primarily by students, the school district may sell or give used computers or tablets to qualifying students at the price specified in the written resolution. A student is eligible to apply to the school board for a computer or tablet under this subdivision if the student is currently enrolled in the school and intends to enroll in the school in the year following the receipt of the computer or tablet. If more students apply for computers or tablets than are available, the school must first qualify students whose families are eligible for free or reduced-price meals and then dispose of the remaining computers or tablets by lottery.

Legal References: Minn. Stat. § 13.591 (Business Data)

Minn. Stat. § 15.054 (Sale or Purchase of State Property; Penalty)
Minn. Stat. § 123B.29 (Sale at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 645.11 (Published Notice)

Cross References: MSBA School Law Bulletin "F" (School District
Contract and Bidding Procedures)

Adopted: _____

MSBA/MASA Model Policy 807

Orig. 2012

Revised: 11-12-2024

Rev. 2022

807 HEALTH AND SAFETY POLICY

[Note: To receive health and safety revenue for any fiscal year, school districts must submit an application to the Minnesota Commissioner of Education, along with a health and safety budget adopted and confirmed by the school board as being consistent with the school district's health and safety policy. This policy has been approved by the Minnesota Department of Education.]

The subdivisions of Minnesota Statutes Section 123B.57 that relate to a school district's ability to apply for health and safety revenue have been repealed effective fiscal year 2017. The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

The purpose of this policy is to assist the school district in promoting health and safety, reducing injuries, and complying with federal, state, and local health and safety laws and regulations.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to implement a health and safety program that includes plans and procedures to protect employees, students, volunteers, and members of the general public who enter school district buildings and grounds. The objective of the health and safety program will be to provide a safe and healthy learning environment; to increase safety awareness; to help prevent accidents, illnesses, and injuries; to reduce liability; to assign duties and responsibilities to school district staff to implement and maintain the health and safety program; to establish written procedures for the identification and management of hazards or potential hazards; to train school district staff on safe work practices; and to comply with all health and safety, environmental, and occupational health laws, rules, and regulations.
- B. All school district employees have a responsibility for maintaining a safe and healthy environment within the school district and are expected to be involved in the health and safety program to the extent practicable. For the purpose of implementing this policy, the school district may form a health and safety advisory committee to be appointed by the superintendent. The health and safety advisory committee will be composed of employees and other individuals with specific knowledge of related issues. The advisory committee will provide recommendations to the administration regarding plans and procedures to implement this policy and to establish procedures for identifying, analyzing, and controlling hazards, minimizing risks, and training school district staff on safe work practices. The committee will also recommend procedures for investigating accidents and enforcement of workplace safety rules. Each recommendation shall include estimates of annual costs of implementing and maintaining that proposed recommendation. The superintendent may request that the safety committee established under Minnesota Statutes section 182.676 carry out all or part of the duties of the advisory committee or the advisory committee may consider recommendations from a separate safety committee established under Minnesota Statutes section 182.676.

III. PROCEDURES

- A. Based upon recommendations from the health and safety advisory committee and subject to the budget adopted by the school board to implement or maintain these recommendations, the administration will adopt and implement written plans and procedures for identification and management of hazards or potential hazards existing

within the school district in accordance with federal, state, and local laws, rules, and regulations. Written plans and procedures will be maintained, updated, and reviewed by the school board on an annual basis and shall be an addendum to this policy. The administration shall identify in writing a contact person to oversee compliance with each specific plan or procedure.

- B. To the extent that federal, state, and local laws, rules, and regulations do not exist for identification and management of hazards or potential hazards, the health and safety advisory committee shall evaluate other available resources and generally accepted best practice recommendations. Best practices are techniques or actions which, through experience or research, have consistently proven to lead to specific positive outcomes.
- C. The school district shall monitor and make good faith efforts to comply with any new or amended laws, rules, or regulations to control potential hazards.

IV. PROGRAM AND PLANS

- A. For the purpose of implementing this policy, the administration will, within the budgetary limitations adopted by the school board, implement a health and safety program that includes specific plan requirements in various areas as identified by the health and safety advisory committee. Areas that may be considered include, but are not limited to, the following:
 - 1. Asbestos
 - 2. Fire and Life Safety
 - 3. Employee Right to Know
 - 4. Emergency Action Planning
 - 5. Combustible and Hazardous Materials Storage
 - 6. Indoor Air Quality
 - 7. Mechanical Ventilation
 - 8. Mold Cleanup and Abatement
 - 9. Accident and Injury Reduction Program: Model AWAIR Program for Minnesota Schools
 - 10. Infectious Waste/Bloodborne Pathogens
 - 11. Community Right to Know
 - 12. Compressed Gas Safety
 - 13. Confined Space Standard
 - 14. Electrical Safety
 - 15. First Aid/CPR/AED
 - 16. Food Safety Inspection
 - 17. Forklift Safety
 - 18. Hazardous Waste
 - 19. Hearing Conservation
 - 20. Hoist/Lift/Elevator Safety
 - 21. Integrated Pest Management
 - 22. Laboratory Safety Standard/Chemical Hygiene Plan
 - 23. Lead
 - 24. Control of Hazardous Energy Sources (Lockout/Tagout)
 - 25. Machine Guarding
 - 26. Safety Committee
 - 27. Personal Protection Equipment (PPE)
 - 28. Playground Safety
 - 29. Radon
 - 30. Respiratory Protection
 - 31. Underground and Above Ground Storage Tanks
 - 32. Welding/Cutting/Brazing
 - 33. Fall Protection
 - 34. National Emission Standards for Hazardous Air Pollutants for School Generators established by the United States E.P.A.
 - 35. Other areas determined to be appropriate by the health and safety advisory committee.

If a risk is not present in the school district, the preparation of a plan or procedure for that risk will not be necessary.

- B. The administration shall establish procedures to ensure, to the extent practicable, that all employees are properly trained and instructed in job procedures, crisis response duties, and emergency response actions where exposure or possible exposure to hazards and potential hazards may occur.
- C. The administration shall conduct or arrange safety inspections and drills. Any identified hazards, unsafe conditions, or unsafe practices will be documented and corrective action will be taken to the extent practicable to control that hazard, unsafe condition, or unsafe practice.
- D. Communication from employees regarding hazards, unsafe or potentially unsafe working conditions, and unsafe or potentially unsafe practices is encouraged in either written or oral form. No employee will be retaliated against for reporting hazards or unsafe or potentially unsafe working conditions or practices.
- E. The administration shall conduct periodic workplace inspections to identify potential hazards and safety concerns.
- F. In the event of an accident or a near miss, the school district shall promptly cause an accident investigation to be conducted in order to determine the cause of the incident and to take action to prevent a similar incident. All accidents and near misses must be reported to an immediate supervisor as soon as possible.

V. BUDGET

The superintendent shall be responsible to provide for periodic school board review and approval of the various plan requirements of the health and safety program, including current plan requirements and related written plans and procedures and recommendations for additional plan requirements proposed to be adopted. The superintendent, or such other school official as designated by the superintendent, each year shall prepare preliminary revenue and expenditure budgets for the school district's health and safety program. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for this program and make such adjustments within the expenditure budget to carry out the current program and to implement new recommendations within the revenues projected and appropriated for this purpose. No funds may be expended for the health and safety program in any school year prior to the adoption of the budget document authorizing that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year. The health and safety program shall be implemented, conducted, and administered within the fiscal restraints of the budget so adopted.

VI. ENFORCEMENT

Enforcement of this policy is necessary for the goals of the school district's health and safety program to be achieved. Within applicable budget limitations, school district employees will be trained and receive periodic reviews of safety practices and procedures, focusing on areas that directly affect the employees' job duties. Employees shall participate in practice drills. Willful violations of safe work practices may result in disciplinary action in accordance with applicable school district policies.

Legal References: Minn. Stat. § 123B.56 (Health, Safety, and Environmental Management)
Minn. Stat. § 123B.57 (Health and Safety Projects)
Minn. Stat. § 182.676 (Safety Committees)
Minn. Rules Part 5208.0010 (Accident and Injury Reduction Program;

Applicability)
Minn. Rules Part 5208.0070 (Accident and Injury Reduction Program;
Alternative Forms of Committee)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know - Exposure to
Hazardous Substances)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District
Budget)
MSBA/MASA Model Policy 806 (Crisis Management Policy)

Report to the School Board

Nov. 12, 2024

By Elementary School Principal Dave Riebel

Strategic Priority 1: Student Success

- Halloween Fun

The excitement built throughout the day and peaked as students donned their costumes for a Halloween themed classroom celebrations. Thank you to staff and PLAY group volunteers for their fun-filled efforts.

- LA CARES assembly



The second of our monthly elementary school assemblies took place on Nov. 4th. The month of October was filled with lessons and discussions of antibullying awareness and being a great friend to all highlighted with Unity Day on October 23. Members of each class were recognized for the A = Acceptance that they displayed in their classrooms and building. Thank you to the members of the fourth and fifth grade classes for highlighting the song that will be performed at the upcoming Veteran's Day program.

Strategic Priority 2: Effective Staffing

- Paraprofessionals

Our Elementary School staff welcome paraprofessionals Jolene Jordahl and Olivia Oevering to our Elementary School family.

- Staff Development:

Nov. 1 and Nov. 8 staff development days were dominated by modules 5-6 of 9 for our Read Act phase 1 training. Our staff began the Nov. 8 day with our annual "Deer Hunters Breakfast" potluck.

Strategic Priority 3: Finance

- **Thank You!** for the support

It is with tremendous gratitude that we say Thank You to the community for the support of the Levy for Learning and Bond for Buildings questions. We look forward to the next steps in this process.

Strategic Priority 4: Facilities

- Installed

A washer and dryer were installed in the back of the kitchen area of the elementary school. This addresses the need for caring for laundry from the kitchen, transportation and maintenance staff.

- Mock OSHA walkthrough

Strategic Priority 5: Community Engagement

- PLAY Group activities



Members of our elementary PLAY group were active with events for the past month. Trunk or Treat events in Altura and St. John's were well attended. The first Haunted House event at the elementary had over 130 attendees and provided wonderful family fun. A big Thank You goes out to the volunteer team for their planning, organizing, set up and spooky fun of presenting the Haunted House!



- Veteran's Day

Thank You to Mr. Scheck for inviting and including the 4th and 5th grade students in the recent Veteran's Day program. The elementary students connected their social studies learning of the constitution preamble and their essay creations by including selections. The entire grade levels sang "We Honor You" to the veterans as part of the program.

- Winter Activities

The winter season brings many events to our building in the evenings. Group activities like Lego Club and boys and girls wrestling and hoops fill up our gym and wrestling room spaces. Great involvement! Thank you to the many volunteer coaches!

Districts north, south, east, west of Lewiston-Altura									
MCA results comparison									
State Categories = Exceeds, Meets, Partially Meets, Does Not Meet									
The scores below signify the percent proficient.									
Percent Proficient = Exceeds + Meets									
2024									
Reading									
Grade	RP	SC	PEM	Win	LA	State		4H Ribbons	
3	53%	46%	55%	43%	62%	46%		1st	Purple
4	51%	54%	43%	39%	57%	48%		2nd	Pink
5	64%	58%	66%	46%	60%	57%		3rd	Blue
								4th	Red
								5th	White
3-5	56%	53%	55%	43%	60%	50%			
Math									
Grade	RP	SC	PEM	Win	LA	State			
3	71%	60%	78%	60%	85%	59%			
4	62%	68%	68%	47%	77%	57%			
5	51%	44%	60%	36%	33%	44%			
3-5	61%	57%	69%	48%	65%	53%			
Science	RP	SC	PEM	Win	LA	State			
5	57%	53%	57%	35%	58%	45%			
RP	Rushford Peterson								
SC	St. Charles								
PEM	Plainview Elgin Millville								
Win	Winona								
LA	Lewiston Altura								



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

Gwen Carman, Superintendent
Dave Riebel, PreK-5 Elementary Principal
Cory Hanson, 6-12 High School Principal

Priority 1: Student Success

- **Congratulations to all of our fall team participants and coaches on great seasons.**
 - Football made it to the second round of the playoffs.
 - Volleyball made it to the second round of the playoffs.
 - Cross country made it to state for the boys team.
 - Girl's soccer made it to the 3rd place game at state and boys made the second round of the playoffs.
- **Winter seasons are beginning with dance already started and basketball and wrestling starting soon. Girl's basketball begins on November 11.**
- **Congratulations to the fall play cast, crew and directors on their performance this past weekend and a great preview for the high school students on Thursday.**
- **Thank you to the middle school staff for supporting fun night for grades 6-8.**
- **We wrapped up quarter 1 and are ready to go for quarter 2. With the new schedule there are really no new courses at this point as there are only three block classes in the calendar. We will also only see a few changes at the end of the semester.**

Priority 2: Effective Staffing

- **The high school staff spent time on October 16 and November 1 with standards based grading. We have more teachers utilizing the grade scale and will keep adding additional courses throughout the year.**
- **Thank you to high school teachers for sharing their expertise on November 8 in the areas of Schoology, JMC, and Go Guardian with their colleagues.**
- **Read Act staff are continuing through modules five and six and their second face-to-face meeting.**

Priority 3: Finance

- **Thank you to the Lewiston-Altura communities and voters for their support of the levy and bond. We are excited to see the benefits of the passage of these items.**

Priority 4: Facilities

- **Work is beginning on the football field and practice field using activity money to aerate, top dress and overseed to soften the ground and improve the playing surface to reduce injuries.**

Priority 5: Community Engagement

- **Thank you to Mr. Scheck for his leadership and organization of the Veterans Day event on November 11. We had our largest number of honored guests yet. Thank you to Mrs. Scheck's, Mr. Hamilton, and Mr. Wilmes for their support of the event as well as the elementary staff that helped prepare speakers and singers for the event.**
- **We had invited St. John's and SILO schools to participate in the fun night on November 7. We did not hear a response, but students were still eligible to attend as a guest.**
- **Basketball invited SILO and St. John's teams to sit on the stage similar to our junior hoops teams on various nights during the season. As of now, SILO school is looking into dates, and St. John's declined the offer.**
- **We are accepting RSVP's for the Senior Citizen Dinner on December 5.**

Upcoming Events:

December 5 – Senior Citizen Dinner



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

Gwen Carman, Superintendent
Cory Hanson, High School Principal • Dave Riebel, PK - Elementary Principal

Building A Caring, Adaptable, Respectful, Determined, Successful Community of Learners

Belief Statements (internal operations- beliefs to drive decisions):

- **LIFELONG LEARNERS:** We believe in the value of education for all ages.
- **ACCOUNTABILITY:** We believe we are accountable for our actions and outcomes.
- **COMMUNITY CENTERED:** We believe our schools are the central hub of our community and essential for building strong communities.
- **ADAPTABLE:** We believe in being responsive to an ever-changing world.
- **RESPECTFUL:** We believe in everyone’s right to safety, respect, and dignity in our schools.
- **DIVERSE:** We believe in fostering the value of each other’s individual differences, perspectives, and life experiences.
- **STUDENT FOCUSED:** We believe that we are all responsible for the success of students.

Goals

1. **STUDENT SUCCESS:** Provide all students with the education they need for success: academically, emotionally, and socially.
2. **EFFECTIVE STAFFING:** Hire, maintain, train and support staff to be as effective as possible.
3. **FINANCE:** Be financially healthy and sustainable.
4. **FACILITIES:** Have facilities that are safe, modern and conducive to 21st century education.
5. **COMMUNITY ENGAGEMENT:** Engage with parents, community members and business owners.

Superintendent’s Report to the School Board

Respectfully Submitted by Gwen Carman

November 12, 2024

Meeting Agenda Items Notes

Canvassing of Special Election Results The passing of the Operating Levy and Building Bond referendums will provide a major boost for our district’s financial sustainability and establishing safe, modern and secure schools. As you know, we will continue to have very tight budgets, and the importance of continuing to engage with our communities’ residents is essential.

Thank you to all who helped convey our needs to the voters – there are so many individuals, it is hard to list them! The agenda will include officially canvassing the results. As of Friday afternoon, I am still waiting for the official affidavits from the County Auditor’s Office.

Today, MREA posted data that on November 5th, that 32% of the rural districts passed operating referenda, compared to 36% statewide. Bond elections saw a statewide average pass rate of 53%, though rural districts saw a 43% pass rate.

I met with the high school staff on Wednesday AM, and the elementary staff on Thursday AM. I have also been working with media outlets and social media postings.

Canvassing of School Board Election Results Congratulations to Bree Maki, Dave Pringle and Amber Pasche for being elected to the School Board for 4-year terms. As of Friday afternoon, I am still waiting for the write-in candidate results and the official affidavit of election from the Auditor.

Presentation by Jodie Zesbaugh, Ehlers re Sale of Building Bonds Jodie will be present and explain the important next steps in selling the \$19.95million in building bonds.

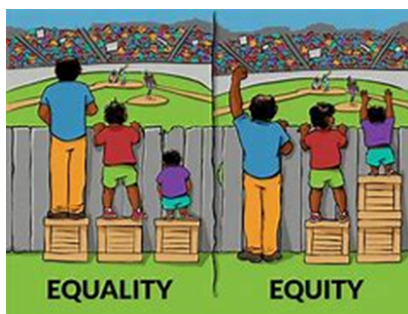
Discussion with InGensa (Jacqui Coleman and Luke Pfothauer) Regarding Contract for Project Management Services and Next Steps Jacqui and Luke will present information regarding their contract. This contract will be based on the Agreement the Board from April 2021 when the district engaged in InGensa's services for a comprehensive facilities assessment, educational adequacy assessment and staff/community engagement about the data.

OTHER ITEMS

Literacy Aid MOU Negotiations with EdMN/L-A A meeting will be held November 11th with EdMN/L-A and we will have an update at the meeting.

Veteran's Day Program Mr Scheck is organizing our Veteran's Day Program on Monday, November 11th to honor our local veterans, as well as educate/remind our Gr. 3-12 students the importance of honoring our veterans. The program will include Bree Maki as a speaker, student readers, the choir and band. Veterans and one guest will be provided a free school lunch as well.

Senior Citizen Lunch The annual Senior Citizen Lunch is on Thursday, December 5th . We will charge \$7.00 for the meal. The dinner is a collaboration with Community Education, Food Services, Facilities/Grounds, Administration and several student groups who make place mats, the choir sings, the band plays, and servers. Doors will open at 10:45, with 11:00am and 11:15 performances, with the meal served at 11:30am.



Dashir Management Services, Inc.

www.dashirmanagement.com

Lewiston Altura School District

Custodial / Maintenance Report

November 2024

Personnel Information

We are currently fully staffed.

Training Conducted

Staff completed OSHA required safety training on Safety Data Sheets.

Inspections

IEA completed Mock OSHA inspection on November 8.

MMC completed annual required test on back flow valves at the high school and elementary school.

Progress on Projects

- Worked with MMC to complete a boiler clean and tune at the high school. Glycol was added to the boiler system to bring the percentage up to the proper level.
- Mi Energy, working with Solar Connections, decided to wait until spring to install the new service line and transformer at the elementary as the proper equipment will be available then.
- The outside concession stand and ground water connections to the athletic fields were winterized for the season.

Comments

November is here, and the sidewalk has arrived. We are gearing up for the winter weather and the winter sports season.

Respectfully Submitted,

Dan Buege
Facility Manager