

INDEPENDENT SCHOOL DISTRICT NO. 659
REGULAR SCHOOL BOARD MEETING

Monday, June 10, 2024 ~ 6:00 p.m. ~ Regular Board Meeting
Northfield District Office Boardroom

[Zoom Link](#)

AGENDA

1. Call to Order
2. Agenda Approval/Table File
3. Public Comment
4. Announcements and Recognitions
5. Items for Discussion and Reports
 - a. Legislative Wrap Up
 - b. Policy Committee Recommendations
 - c. Superintendent Focus Areas End of Year Report
 - d. Audit Engagement Letter
 - e. Fall 2024 Bond Referendum
6. Consent Agenda
 - a. Minutes
 - b. Gift Agreements
 - c. Financial Report
 - d. Policy Revisions
 - e. Overnight Field Trip
 - f. Personnel Items
7. Items for Individual Action
 - a. Sale of District Property
 - b. Resolution to Approve Bond Referendum Ballot Language and Call the Special Election
 - c. Resolution Certifying the Population Estimate for the 2024 Payable 2025 Levy
 - d. Resolution Establishing Dates for Filing Affidavits of Candidacy
8. Items for Information
 - a. End of Year Enrollment Report
9. Future Meetings
 - a. Monday, July 8, 2024, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
 - b. Monday, July 22, 2024, 5:00 p.m., Workshop, Northfield DO Boardroom
 - c. Monday, August 12, 2024, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
10. Adjournment

NORTHFIELD PUBLIC SCHOOLS
MEMORANDUM

Monday, June 10, 2024 ~ 6:00 p.m. ~ Regular Board Meeting
Northfield District Office Boardroom
[Zoom Link](#)

TO: Members of the Board of Education
FROM: Matthew Hillmann, Ed.D., Superintendent
RE: Explanation of Agenda Items for Monday, June 10, 2024, Regular School Board Meeting

1. Call to Order
2. Agenda Approval/Table File
3. Public Comment
Public comment for this school board meeting may be made in person at the beginning of the meeting and must comply with the district's public comment guidelines.
4. Announcements and Recognitions
5. Items for Discussion and Reports
 - a. Legislative Wrap Up. Superintendent Hillmann will provide a recap of the 2024 legislative session.
 - b. Policy Committee Recommendations. Dr. Hillmann will present the policy committee's recommendations on policies 507.5 and 806. The board will be asked to approve these at the July 8 board meeting.
 - c. Superintendent Focus Areas End of Year Report. Superintendent Hillmann will present the end of year report on the superintendent's 2023-24 focus areas.
 - d. FY 2024 Audit Engagement Letter. Director of Finance Val Mertesdorf will present the proposal from CliftonLarsonAllen, LLP Audit Engagement Letter for the audit of the 2023-2024 school year. The engagement letter establishes the parameters and fees associated with the annual audit required by statute. This will be an item for individual action at the next board meeting.
 - e. Fall 2024 Bond Referendum. Superintendent Hillmann will update the board on the bond referendum informational campaign and highlight upcoming events.
6. Consent Agenda
Recommendation: Motion to approve the following items listed under the Consent Agenda.
 - a. Minutes. Minutes of the Regular School Board meeting held on May 28, 2024.
 - b. Gift Agreements. Gift agreements to be approved are attached.
 - c. Financial Report - February 2024. Director of Finance Mertesdorf requests the board approve paid bills totaling \$2,609,232.49, payroll checks totaling \$3,769,864.29, a wire transfer totaling \$550,000.00 from Frandsen General to Frandsen Sweep, a wire transfer totaling \$500,000.00 from Frandsen Sweep to Frandsen General, and the financial reports for February 2024. At the end of February 2024 total cash and investments amounted to \$20,412,937.62.
 - d. Policy Revisions. The revisions to policies 507 and 514 are directly related to changes in federal or Minnesota law and recommended by the Minnesota School Boards Association. Because the district endeavors to have policy align with state and federal law it is recommended that the board adopt the revisions presented.
 - e. Overnight Field Trip. Northfield High School FFA Advisor T.J. Austin requests board approval to take FFA chapter officers for an overnight retreat June 20 - June 21, 2024 to prepare and plan the 2024-25 program of activities.

f. Personnel Items

i. Appointments

1. Dalilah Agapito Rosas, Summer BLAST/PLUS Site Assistant at Greenvale Park and the Middle School, effective 6/24/24-8/8/24, \$14.90/hr.
2. Madison Anderson, .40 Art Teacher at the High School, effective 8/22/24-6/6/25, BA, step 1.
3. Sydney Caltagirone, 1.0 Special Education Resource Room Teacher at Spring Creek, beginning 8/22/24, BA, Step 1.
4. Quinlyn Edwards, Summer Recreation Instructor Assistant with Community Ed Recreation, effective 6/10/24-8/31/24, \$14/hr.
5. Kelly Erickson, 1.0 FTE Custodian at the Middle School, beginning 6/03/2024. Step 2 - \$20.09/hr
6. Dustin Evsich, 1.0 FTE Custodian at the Middle School, beginning 5/30/2024. Step 5 - \$21.45/hr.
7. Anna Forbord, Summer Recreation Instructor Assistant with Community Ed Recreation, effective 6/10/2024-8/31/2024. \$14.00/hr.
8. Ella Jerdee, Summer BLAST/PLUS Site Assistant at Greenvale Park and the Middle School, effective 6/24/24-8/8/24, \$14.90/hr.
9. Maryam Keita, Summer Kid Ventures Site Assistant at Spring Creek, effective 6/5/24-8/23/24, Step 3-\$15.68/hr.
10. Gretta Kunze, Summer Bridges to Kindergarten Teacher at BW, effective 8/5/24-8/16/24. BA+10, step 10.
11. Kathy Lansing, Summer Bridges to Kindergarten Teacher at Spring Creek, effective 8/5/24-8/16/24. Daily Sub rate of pay.
12. Alisa Larsen, Special Educational Assistant/PCA at the NCEC, effective 8/26/24, step 4- \$18.04/hr + PCA stipend, subject to change on settlement of 2024-2026 EA agreement.
13. Mathew Leider, 1.0 FTE Custodian at the Middle School, beginning 6/05/2024. Step 2 - \$20.09/hr
14. Shelby Nelson, Summer Recreation Instructor Assistant with Community Ed Recreation, effective 6/10/24-8/31/24, \$14.25/hr.
15. Andrea Stowe, 1.0 Grade 4 LTS at Greenvale Park, effective 8/22/24-11/21/24, BA, Step 1.

ii. Increase/Decrease/Change in Assignment

1. Danielle Amundson, Grade 2 Teacher at Greenvale Park, add General Education Mentor Teacher at Greenvale, effective 8/22/24-6/6/25, \$1,000 stipend.
2. Kirsten Anderson, Special Education EA/PCA at Spring Creek for 6.75 hrs/day, add General Education EA supervisory for .25 hrs/day beginning 8/26/24.
3. Paula Bargary, Grade 5 Teacher at Spring Creek, add General Education Mentor Teacher at Spring Creek, effective 8/22/24-6/6/25, \$1,000 stipend.
4. Paula Bargary, Grade 5 Teacher at Spring Creek, add Eagle Bluff Coordinator, effective 6/10/24-8/30/24.
5. Pamela Bennewitz, EL Educational Assistant at Greenvale Park, add Summer Site Assistant and Summer Club Leader at Greenvale Park for up to 6 hours a day, effective 6/24/24-8/8/24, Site Assist. Step 3-\$15.68/hr, Club Leader-\$24.30/hr.
6. Adriana Bermudez Araujo, Special Education EA/PCA for 5.60 hrs/day at the NCEC, change to Special Education EA/PCA for 4.10 hours/day at the NCEC, effective 8/26/24.
7. Abigail Borgerding, Summer Recreation Instructor Assistant with Community Ed Recreation, add Summer Instructor Assistant with Community Ed Recreation, effective 5/29/24 through 8/31/24. \$14.00/hr.
8. Kristen Cade, Kindergarten Teacher at Bridgewater, add Bridges to Kindergarten Teacher at Bridgewater, effective 8/5/24-8/26/24.
9. Diana Camargo, Special Education EA/PCA for 7.0 hrs/day at the NCEC, change to Special Education EA/PCA for 6.0 hours/day at the NCEC, effective 8/26/24.
10. Pam Charlton, ADSIS Teacher at Greenvale Park, add Elementary Literacy Lead at Greenvale Park, effective 8/22/24-6/6/25, \$1,000 stipend
11. Pam Charlton, ADSIS Teacher at Greenvale Park, add K-2 Bridges Implementation Lead at Greenvale Park, effective 8/22/24-6/6/25, \$1,000 stipend0
12. Noreen Cooney, Social Worker at Spring Creek, add MTSS Lead at Spring Creek, effective 8/22/24-6/6/25, \$1,000 stipend.
13. Kristen Craft, Grade 1 Teacher at Spring Creek, add K-2 Bridges Implementation Lead at Spring Creek, effective 8/22/24-6/6/25, \$1,000 stipend.
14. Christa Danielson, Kindergarten Teacher at Bridgewater, add K-2 Bridges Implementation Lead at Bridgewater, effective 8/22/24-6/6/25, \$1,000 stipend.
15. Lindsey Downs, ADSIS Teacher at Spring Creek, add Elementary Literacy Lead at Spring Creek, effective 8/22/24-6/6/25, \$1,000 stipend.
16. Sarah DuChene, .8 Grade 5 Teacher at Bridgewater, add Elementary Literacy Lead at Bridgewater, effective 8/22/24-6/6/25, \$1,000 stipend.
17. Quinlyn Edwards, Summer Recreation Instructor Assistant with Community Ed Recreation, add Instructor Lead with Community Education, effective 6/10/24-8/31/24, \$15/hr

18. Jan Ensrud, Language Arts Teacher at the Middle School, add General Education Mentor Teacher at the Middle School, effective 8/22/24-6/6/25, \$1,000 stipend.
 19. Molly Ericksen, School Psychologist at Bridgewater, add MTSS Lead at Bridgewater, effective 8/22/24-6/6/25, \$1,000 stipend.
 20. David Foley, Head Girls Basketball Coach, add Summer Weight Room Assistant, effective 6/10/24-8/31/24, \$20/hr.
 21. Robert Garcia, Grade 4 Teacher at Greenvale Park, add Elementary Math Lead at Greenvale, effective 8/22/24-6/6/25, \$1,000 stipend.
 22. Graciela Guerrero, Special Education EA/PCA for 6.30 hrs/day at the NCEC, change to Special Education EA/PCA for 6.90 hours/day at the NCEC, effective 8/26/24.
 23. Becki Haar, Grade 4 Teacher at Spring Creek, add 3-5 Bridges Implementation Lead at Spring Creek, effective 8/22/24-6/6/25, \$1,000 stipend.
 24. Erin Hall, Grade 1 Teacher at Bridgewater, General Education Mentor Teacher at Bridgewater, effective 8/22/24-6/6/25, \$1,000 stipend.
 25. Kelly Hebzynski, Math Teacher at the Middle School, add Summer BLAST Teacher at the MS, effective 6/24/24-8/8/24, \$40/hr.
 26. Gretchen Heil, Kindergarten Teacher at Spring Creek, add Bridges to Kindergarten Teacher at Spring Creek, effective 8/5/24-8/26/24.
 27. Dana Holden, Grade 5 Teacher at Bridgewater, add 3-5 Bridges Implementation Lead at Bridgewater, effective 8/22/24-6/6/25, \$1,000 stipend.
 28. Andrea James, Special Education EA/PCA for 1.40 hrs/day at the NCEC, change to Special Education EA/PCA for 1.95 hours/day at the NCEC, effective 8/26/24.
 29. Suzanne Lanza, Grade 1 Teacher at Bridgewater, add Elementary Math Lead at Bridgewater, effective 8/22/24-6/6/25, \$1,000 stipend.
 30. Alisa Larsen, Special Education EA/PCA at the NCEC, add ESY Educational Assistant/PCA at the NCEC, effective 6/24/24-7/26/2024.
 31. Melissa Larsen, Behavior Coach at Greenvale Park, add MTSS Lead at Greenvale, effective 8/22/24-6/6/25, \$1,000 stipend.
 32. Becky Malecha, Grade 5 Teacher at Spring Creek, add Elementary Math Lead at Spring Creek, effective 8/22/24-6/6/25, \$1,000 stipend.
 33. Ellen Mucha, MTSS Teacher at the High School, add MTSS Lead at the High School, effective 8/22/24-6/6/25, \$1,000 stipend.
 34. Addie Nelson, Special Education EA/PCA for 4.0 hrs/day at the NCEC, change to Special Education EA/PCA for 6.30 hours/day at the NCEC, effective 8/26/24.
 35. Shelby Nelson, Summer Recreation Instructor Assistant with Community Ed Recreation, add Summer Instructor Lead with Community Ed Recreation, effective 6/10/24-8/31/24, \$15.25/hr.
 36. Gabriela Nieves, Early Childhood Outreach Specialist for 206 days/year at the NCEC, change to Early Childhood Outreach Specialist for 187 days/year at the NCEC, effective 7/1/24.
 37. Michael O'Keefe, Middle School Assistant Principal, add Eagle Bluff Chaperone, effective 7/15/24-7/17/24.
 38. Chris O'Neill, Middle School Teacher, add Eagle Bluff Coordinator, effective 6/10/24-8/30/24.
 39. Betsy Peterson, Grade 3 Teacher at Greenvale Park, add 3-5 Bridges Implementation Lead at Greenvale, effective 8/22/24-6/6/25, \$1,000 stipend.
 40. Lizbeth Ramirez, Educational Assistant at Greenvale Park and Special Ed EA ESY, add Summer Kid Ventures Site Assistant, effective 6/7/24-8/23/24.
 41. Elga Reyes de Broughton, Special Education EA/PCA at Spring Creek for 6.50 hrs/day and General Education EA for .25 hrs/day, change to Special Education EA/PCA at Spring Creek for 6.75 hrs/day and General Education EA for .25 hrs/day, beginning 8/26/24.
 42. Emily Shroyer, Kindergarten Teacher at Greenvale Park, add Bridges to Kindergarten Teacher at Greenvale Park, effective 8/5/24-8/26/24.
 43. Pillar Sullivan, General Education EA for 7.5 hrs/day at NCEC, change to General Education EA for 6.30 hrs/day, beginning 8/26/24.
 44. Sarah Swan McDonald, Social Studies Teacher at the High School, add General Education Mentor Teacher at the High School, effective 8/22/24-6/6/25, \$1,000 stipend.
 45. Amanda Tracy, Spanish Teacher at the High School, add General Education Mentor Teacher at the High School, effective 8/22/24-6/6/25, \$1,000 stipend.
 46. Lahna Tran, Kindergarten Teacher at Bridgewater, add General Education Mentor Teacher at Bridgewater, effective 8/22/24-6/6/25, \$1,000 stipend.
 47. Travis Wiebe, Teacher at the High School, add Summer Weight Room Assistant, effective 6/10/24-8/31/24, \$20/hr.
- iii. Leave of Absence
1. n/a
- iv. Retirements/Resignations/Terminations
1. Kelsie Arch, Psychometrist and Educational Assistant at the NCEC, resignation effective at the end of the 2023-2024 school year.

2. Megan Bauer, Early Ventures Teacher at the NCEC, termination effective 6/3/24.
 3. Lianne Deanovic, Special Educational EA/PCA at the High School, retirement effective 6/6/24.
 4. Chaz Irrthum, Assistant Boys Lacrosse Coach, resignation effective, 6/3/24.
 5. Jill Keely, Early Ventures Teacher at the NCEC, resignation effective 6/21/24.
 6. Will Todd, Educational Assistant at the Middle School, resignation effective at the end of the 2023-2024 school year.
- v. Administration is recommending the approval of the following employment agreements covering the period of July 1, 2024 through June 30, 2026:
1. Community Education Staff
 2. Other Staff

*Conditional offers of employment are subject to successful completion of a criminal background check and Pre-work screening (if applicable)

7. Items for Individual Action

- a. Sale of District Property. The district has received an offer from Lance Manty to purchase district-owned property Parcel #17.11.3.75.021 in Dundas. The property appraisal report and the purchase agreement are attached. The offer of \$18,000 aligns with the appraised value of the property. The buyer agrees to cover all costs associated with the sale of the property, including any legal fees the district incurs to review the purchase agreement, and all items related to the property sale and transfer. The board is asked for approval of the sale of this property.

Superintendent's Recommendation: Motion to approve the sale of district owned property Parcel #17.11.3.75.021 in Dundas as presented.

- b. Resolution to Approve Bond Referendum Ballot Language and Call the Special Election. At the March 11, 2024 regular meeting, the board directed the administration to prepare a bond referendum for Nov. 5, 2024. This resolution finalizes ballot language and calls the special election, as directed. The legal title is "Resolution Relating to Determining the Necessity of Issuing General Obligation Bonds and Calling a Special Election Thereon."

Superintendent's Recommendation: Motion to approve the Resolution Relating to Determining the Necessity of Issuing General Obligation Bonds and Calling a Special Election Thereon as presented at the May 28, 2024 regular school board meeting.

- c. Resolution Certifying the Population Estimate for the 2024 Payable 2025 Levy. The Minnesota State Demographer's office has released the 2023 District Population Data and due to population growth, Minnesota Community Education programs now qualify for additional General Community Education Revenue. Northfield Public Schools qualifies for additional funding. Based on the Pay24 calculations this will generate an additional \$6,815 for General Community Education revenue. The statutory deadline for board approval of this resolution is June 30, 2024. The board is requested to approve the Resolution Certifying the Population Estimate for the 2024 Payable 2025 Levy of Independent School District No. 659.

Superintendent's Recommendation: Motion to approve the Resolution Certifying the Population Estimate for the 2024 Payable 2025 Levy of Independent School District No. 659 as presented.

- d. Resolution Establishing Dates for Filing Affidavits of Candidacy. As the first step in the process leading to the school board election to be held on Tuesday, Nov. 5, 2024, the board is requested to adopt the attached Resolution Establishing Dates for Filing Affidavits of Candidacy. Upon adoption of this resolution the Notice of Filing Dates will be posted and advertised in the Northfield News, according to the deadlines indicated on the election calendar published by the Minnesota Secretary of State's Office. Affidavits of Candidacy for the four (4) school board vacancies may be filed at the District Office, 201 Orchard Street South, beginning Tuesday, July 30, 2024 and ending Tuesday, August, 13, 2024. An election will be held to fill four (4) vacancies with four-year terms. The terms of Corey Butler, Amy Goerwitz, Claudia Gonzalez-George, and Noel Stratmoen expire on January 6, 2025.

Superintendent's Recommendation: Motion to approve the Resolution Establishing Dates for Filing Affidavits of Candidacy as presented.

8. Items for Information

- a. End of Year Enrollment Report. Dr. Hillmann will review the June 2024 end of year enrollment report. Due to the timing of the last day of school being June 6, and the June 10 board meeting, the end of year enrollment report will be included in the table file.

9. Future Meetings

- a. Monday, July 8, 2024, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- b. Monday, July 22, 2024, 5:00 p.m., Workshop, Northfield DO Boardroom
- c. Monday, August 12, 2024, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom

10. Adjournment

Reaching Out, Reaching Up:

THE 2027 STRATEGIC PLAN



VISION

We prepare every student for lifelong success by developing critical thinkers who are curious and ready to engage in our society.

BENCHMARKS

1

All children are ready for **kindergarten**.

2

All students are connected to the **community**.

3

All students are at grade level in **reading and mathematics** by the end of third and sixth grades.

4

All students exhibit physical, social and emotional **well-being**.

5

All students have a **connection** with a caring adult beyond their parents as they transition to middle school.

6

All students have interests, goals and a **vision** for the future by the end of eighth grade.

7

All students **graduate** from high school with a plan to reach their full potential.

8

All **employees** report satisfaction in the workplace.

9

All **parents** report satisfaction with their children's educational experience.

10

The district maintains 14% of its annual expenditures in its unassigned fund balance to ensure **financial stability**.

11

Community education provides relevant and accessible learning opportunities for all residents.

Note: The first seven benchmarks are aligned with the language identified by Northfield Promise, a collective impact consortium of 20 community organizations committed to helping Northfield's youth thrive "from cradle to career."

STRATEGIC COMMITMENTS



People

We prioritize the engagement, satisfaction, and support of every student, staff member, and family.



Learner Outcomes

We prepare every student to be academically and socially ready to choose their preferred pathway after high school graduation.



Equity

We ensure that every child has a fair opportunity to reach their full potential.



Communication

We communicate effectively and transparently with all stakeholders.



Stewardship

We responsibly manage our personnel, finances, property, time and environmental impact.



Partnerships

We seek community partnerships that accelerate student achievement of district benchmarks.



2024 Legislative Session Update

School Finance & Government Relations | June 2024

- Legislative Overview
- School Finance
- Other Funding and Policy
- Questions?

E-12 Omnibus Education Policy Bill

- Chapter 109 (SF 3567)
- Passed 5/15/24
- Signed 5/17/24

E-12 Omnibus Education Finance Bill

- Chapter 115 (HF 5237)
- Passed 5/17/24
- Signed 5/18/24

School Resource Officer Modifications

- Chapter 78 (HF 3489)
- Passed 3/14/24
- Signed 3/14/24

Forecast Article*

- Chapter 81 (HF 4518)
- Passed 3/21/24
- Signed 3/25/24

*Corrected in Chapter 86

Education Spending Targets

E-12 Spending					
\$ Millions	Governor	Joint Agreement	House	Senate	Result
FY 2024-25 Biennium	(\$9,237)*	\$43,000	\$43,000	\$43,000	\$43,000
FY 2026-27 Biennium	\$4,128	\$18,050	\$18,046	\$18,046	\$18,046

*Reflects \$50M cancellation of VPK set aside and new spending of \$2.797M.

FY = Fiscal Year

School Finance

- **Voluntary Prekindergarten (VPK)**

- Allocates the \$50M set-aside from 2023 to increase the voluntary prekindergarten program seats to 12,360 in FY25.
- Establishes that Minneapolis and St. Paul school districts are individual regions for purposes of seat allocations. The allocations of other regions are not impacted by this change.
- MDE required to allocate the new seats by June 17, 2024, and notify districts by July 1, 2024.
- Some equalization formulas, including Local Optional Revenue (LOR) and Operating Capital, increased for one year to offset levy impact of additional VPK seats.

General Education (1)

- **School Unemployment Aid Funding Modifications.** Require funding to be paid on a 90/10 basis, instead of 100% in the current fiscal year, so that aid may be paid ahead of final audited data being received.
- **Compensatory Revenue**
 - **Pilot Program.** Maintains program at \$7.325M per year.
 - **Technical Correction.** Correct duplicative and conflicting language related to compensatory allowance for FY26 and later.
- **Windom Supplemental Aid.** Reduced by \$840,000 for FY24 based upon updated pupil counts.

General Education (2)

- **Kindergarten Average Daily Membership (ADM) Technical Clarification.** Fully align the laws related to the ADM Change for Kindergarten Students with a Disability modification that was passed by the 2023 Legislature.
- **Area Learning Center Transportation Aid Modification.** Modify the allowable recipients of Area Learning Center (ALC) Transportation Aid to include cooperative units that provide their own transportation for ALCs. Include this aid stream in transportation sparsity calculation.
- **English Learner (EL) Cross Subsidy Qualifying Costs Definition.** Add a definition in law regarding allowable EL costs; more specificity in law is needed in response to new aid established in 2023. Makes a technical formula correction.
- **EL Task Force.** Will analyze how public schools use EL revenue, how micro credentials/credentials are used, and make recommendations on how to use funding more effectively.

General Education (3)

- **Operating Capital Levy Exemption Clarification.** Clarify that the aid related to purchasing menstrual products and opiate antagonists passed during the 2023 legislative session is not subject to the levy equalization under operating capital revenue statute.
- **One Room School House Funding Modification.** Change funding to the Warroad School District to operate the Angle Inlet School from a grant to an aid to simplify the distribution.
- **Basic Skills Revenue – Account Transfer Authorized.** Permit school districts to execute a one-time transfer of restricted balance sheet funds into another restricted balance sheet that is in alignment with uses.

American Indian Education

- **American Indian Education Aid Carry Forward Adjustment.** Revise the period in which American Indian Education Aid is carried over from one fiscal year to the next from six months to one year to be consistent with district financial reporting that occurs on an annual basis.
- **Permanent School Fund Supplemental Aid.** \$40,000 in FY25 for Tribal contract schools.
- **Permanent School Fund Task Force**
 - Purpose: to examine the distribution of earnings from the permanent school fund endowment.
 - MDE to convene by October 1, 2024, and report recommendations by January 15, 2026.

- **Paraprofessional Training**
 - For the school year (SY) 24-25, districts required to provide **6 hours** of training and may be reimbursed for up to 6 hours. A separate payment equal to 2 hours (33% of the 6) of district average wage rate will be made.
 - Requires consultation with union rep for paraprofessionals before planning required trainings.
 - Define "compensation" eligible for reimbursement as the regularly hourly wage, FICA taxes, and employer-paid pension contributions.
 - Clarify all recipients of this aid must provide required hours of training to eligible staff.
- **Paraprofessional Assessments.** Districts required to pay for test materials and fees for paraprofessionals employed during the SY 23-24 that have not yet passed the test or meet the requirements of the competency grid.

- **Special Education Paraprofessionals.** Paraprofessionals employed and paid with special education funding during the SY 23-24, may continue to be paid with State special education funding (not federal) for the SY 24-25 if they:
 - Meet competencies 4 and 9 in the competency grid, or
 - Are enrolled in a Para Pro or Paraeducator training and testing program.
- **Paraprofessional Qualifications.** MDE and Professional Educator Licensing and Standards Board (PELSB) required to review paraprofessional qualifications.

- **Student Support Personnel Aid Modifications.** Allow districts and charters to retain unspent aid in a restricted fund balance, limited to the amount of the prior year's aid allocation.
- **Alternative Teacher Compensation Revenue Reserved.** Require funding for "Q Comp" to be reserved so that any unused funds are in a restricted fund and only used for their intended purpose.

- **Charter School Lease Aid Review Modification**
 - Clarify that the commissioner may develop a system of analyzing charter school lease aid applications.
 - The system will support consistency in applications and allow for the evaluation of the financial viability of multiple charter school leases.

- Clarifies that districts subject to non-voter approved building projects that require a review and comment **do not need to publish or hold a public hearing** on the results of the review and comment, except:
 - Districts eligible for non-voter construction projects under Minnesota Statutes, section 126C.40, subd. 6, must hold a public meeting within 45 days of a review and comment decision.
- Changes the dates publication of review and comment to at least 48 days and **not more than 70 days** before a referendum. Prior legislation included not more than 60 days before a referendum.

- **School Food Service Fund.** Lunchroom furniture, including tables and chairs used by pupils to eat, added as an eligible expense in the school food service fund if a surplus exists for three successive years.

Other Funding and Policy

Student Attendance

- **Student Attendance Pilot Program**

- 12 school districts; Minneapolis led.
- Effective school year (SY) 24-25 through SY 26-27. Multiple reports to the Legislature required.
- MDE to support and provide statewide data analysis.

- **Student Attendance and Truancy Legislative Study Group**

- Purpose: study and evaluate ways to increase student attendance.
- Speaker of the House designates member to convene
- Reports due 11/1/24 and 12/31/24

Funding	FY 24–25	FY 26–27
Student Attendance Pilot	\$4,687,000	--
Student Attendance and Truancy Legislative Study Group	\$64,000	--
Minnesota Alliance with Youth (attendance and academic engagement)	\$625,000	--

- Commissioner must allow districts to apply for a shift to a **Four-Day School Week**, and approval of four-day school week plan may not be revoked for six years from the date it is approved.
- Districts and charters must adopt a **School Cell Phone Policy** by March 15, 2025. The Minnesota Elementary School Principals' Association (MESPA) and the Minnesota Association of Secondary School Principals (MASSP) must collaborate to develop best practices.

Education Excellence (1)

- Starting in SY 26-27, school districts and charter schools **must provide mental health instruction**.
- **Delays requirements** for 11th and 12th graders to take a course in government and citizenship by a year to the SY 25-26. Also replaces “credits” with “credit” for the purpose of physical education credits for graduation.
- **Statewide Testing**
 - Statute cleanup that removes redundancies and creates transparency.
 - Aligns reporting requirements from MDE with English language proficiency assessments years.
 - Districts/charters may provide parent access to individual MCA reports when it is available to the school.
- **Computer Science.** Computer science advancement grants established in 2023 statutory updates to ensure legislative intent is reflected in session law. Shifts \$50,000 from 2023 Computer Science appropriation to PELSB to begin rulemaking process for computer science licensure.

Education Excellence (2)

- **Health Standards** shifted from local to statewide academic standard.
 - **Local health standards remain** in place until statewide health standards are ready to be implemented in the classrooms.
 - Legislation includes **mandatory topics** (cardiopulmonary resuscitation, vaping awareness, substance use, and sexually transmitted infections) and **optional topics** (child abuse prevention, violence prevention, character development, safe and supportive schools).

Funding	FY 24–25	FY 26–27
MDE Rulemaking and administrative costs related to creating statewide health standards	\$627,000	--

Education Excellence (3)

- Require districts to **develop a board-approved language access plan**. This policy will be publicly discussed and adopted at a school board meeting and can be tailored to fit the needs and access for the community. This plan must also be reviewed every two years and updated as appropriate.
- **Clarify required levels of language proficiency** for Minnesota Bilingual Seals to ensure equity-centered alignment to implementation based on data collected on Minnesota Bilingual Seals outcomes.
- **EL Parent Notification Clarification**. Align state and federal requirements for parental notification upon entrance into a program for English learners.

Education Excellence (4)

- Adds a **secondary notification date by which a student must enroll in a post secondary enrollment option (PSEO) or rigorous coursework class** per school year.
- Requires districts and postsecondary institutions to **annually report to the commissioner the participation rates of pupils** enrolled course according to agreement.
- Requires school boards to **adopt a weighting grade point average (GPA) policy** for postsecondary coursework as for concurrent enrollment coursework.

Education Excellence (5)

- As part of a 9th grade or younger student's meeting to develop a plan for successful transition to postsecondary education or employment, and the annual review of said plan, the adults and caregivers must make sure the student remains **on track for graduation**.
- Renames the "World's Best Workforce" in statute to "**Comprehensive Achievement and Civic Readiness**".

Education Excellence (6)

- **Student journalists** protected freedom of speech.
- Clarifies that **prohibition on withholding grades or diploma for nonpayment of fees** also applies to all districts, charters, and Tribal contract schools.
- **Cardiac Emergency Response Plans.** MDE required to include in crisis management policy effective January 1, 2025. Local education agencies (LEA) may adopt this policy.

Education Excellence (7)

- **Civic Education Grants.** \$150,000 in FY25 for YMCA Youth in Government and Center for Youth Voice programs.
- **P-Tech Grant.** The grant is competitive for applicants statewide under three different implementation grant types: support, start-up, and mentoring.
- **Minnesota Youth Council grant.** \$375,000 in FY25 for operations.
- **Emergency Medical Training Grants.** \$250,000 in FY25 for St. Cloud to build an emergency medical services (EMS) training facility.

Education Excellence (8)

- **Alternative to Publishing School District Proceedings.** Provides alternative of online posting and in libraries for all schools if local newspaper closes until August 1, 2026.
 - Certain schools in southwest metro only required to publish proceedings on website until August 1, 2026.
- Authorize school districts and charter schools to **release specific student data** to the Department of Employment and Economic Development (DEED) for purposes of coordination special education services for students with disabilities.

American Indian Education

- **Indigenous Education for All.** MDE required to consult with Tribal Nations and TNEC on their need for additional funding to develop resources. Resources developed to date posted online and report of ongoing needs required by February 15, 2025.
- Religious instruction exemption extended to tribal students. Approved absences from school may be for instruction provided by **Tribal, spiritual, or cultural advisors.**
- A school district with a prohibited American Indian mascot that has not received an exemption from the Tribal Nations has their **deadline to switch their mascots extended** to September 1, 2026. These districts must report to the legislature by February 14, 2025, and again by February 1, 2026, on the district's progress to comply with the prohibition.
- **Smudging permitted** in public school property with sufficient supervision.

The READ Act (1)

Funding (2024 Session)	FY 24–25	FY 26–27
Teacher compensation	\$31,375,000	--
Professional development (in addition to \$34.95M from 2023)	\$4,000,000	--
Culturally responsive materials	\$1,000,000	--
Regional literacy network paraprofessional/volunteer training	\$375,000	--
CAREI paraprofessional/volunteer training	\$375,000	--
Deaf, DeafBlind, and Hard of Hearing Working Group	\$100,000	--
TOTAL	\$37,225,000	

The READ Act (2)

- **Teacher Compensation.** \$31,375,000 for LEAs to enter into memorandums of understanding (MOU) or after consulting with teachers on allocating funds.
 - Greater of \$2,000 or \$36.06 times students served; 100% payable in FY25.
 - May include stipends, payments based on hourly rate, reimbursement for training.
 - Eligible teachers must be employed by LEA, currently in a position requiring a PELSB license, required to received training.
 - Within 30 days of MOU, compensation must be paid (stipends not considered income for certain purposes).

The READ Act (3)

- \$35M in curriculum funding from 2023 converted to be distributed on a per pupil basis to be used as **literacy aid**.
 - Greater of \$2,000 or \$39.94 times number of students served; 100% payable in FY25.
 - Can be used to implement requirements under the READ Act or for literacy incentive aid uses.
- **Literacy Incentive Aid uses expanded** to include intervention specialists, approved screeners, and teacher stipends.
- **Professional Development.** \$4M in FY25 for statewide training and can be used to provide training in structured literacy for fourth and fifth grade teachers and literacy professors.
- **READ Act Deaf, DeafBlind, and Hard of Hearing working group** established to make recommendations on literacy training, screeners, and curriculum for students who cannot fully access sound-based approaches such as phonics by January 15, 2025.

The READ Act (4)

- **MDE and Center for Applied Research and Educational Improvement (CAREI)** required to:
 - Develop a **coaching and mentorship program** for certified trained facilitators.
 - Identify at least **15 evidence-based literacy intervention models** by November 1, 2025.
 - **Develop and provide training** on interventions for unlicensed persons that regularly provide Tier 2 interventions in conjunction with the Regional Literacy Networks.
- MDE required to contract to develop **culturally and linguistically responsive** materials and to review literacy materials on an ongoing basis.
- Starting in 2033, MDE and an institute of higher education may partner to **provide a comprehensive review of curriculum and materials** and provide the approved list accordingly.

The READ Act (5)

- Defines "**certified trained facilitator**" for the purpose of employment requirements.
- **Oral language** statutory definition updated to include sign language.
- Districts required to **screen K-3 students three times per year**, increased from 2023 language requiring screening twice per year.
- Requires that **parents be notified of their students' screening** by February 15 each year and again within the final six weeks of the school year.
- Starting in SY 24-25 district staff, contractors, and volunteers may **only use screeners that have been approved** by the Department of Education.

The READ Act (6)

- For the SY 24-25 only, when there is an agreement with the teachers' exclusive representative, the **hours of instruction requirement is reduced** by 5.5 hours when teachers are required to receive at least 5.5 hours of approved evidence-based training, on a day when other students in the district receive instruction.
- Districts required to use **only evidence-based intervention models** starting in SY 25-26.
- Tier 2 literacy interventions, beginning in the SY 26-27, must be **supervised by a teacher who has been trained** in approved reading instruction.
- Starting in SY 25-26, the **local literacy plan must include:**
 - **Plans and timelines** for adopting approved curricula and material.
 - The number of teachers and other staff **proposed for training** in structured literacy.
 - **How the district used funding provided** under the Read Act to implement the requirements of the Read Act.

The READ Act (7)

- Professional development training statute clarification for who **must be trained by July 1, 2026**:
 - Reading intervention instructors for students grades K-12.
 - All classroom teachers of students in K-3 and pre-k programs.
 - Special education teachers.
 - Curriculum directors.
 - Instructional support staff, contractors, and volunteers who assist in providing Tier 2 interventions.
 - Employees who select literacy instructional materials for districts.
 - Teachers licensed to teach English to multilingual learners.
- Professional development training statute clarification for who **must be trained by July 1, 2027**:
 - Teachers who provide reading instruction to students in grades 4-12.
 - Teachers who provide instruction to students in state-approved alternative programs.

The READ Act (8)

- By December 1, 2025, MDE required to **report to the legislature** on:
 - The number of teachers and staff required to complete the training who have not already done so.
 - The number of teachers who are exempt from the training.
 - The commissioner must update this report to the legislature annually through 2027.
- **PELSB must conduct an audit and report** first to the legislature by January 15, 2025, and provide a final report by August 1, 2026, evaluating whether and how approved teacher training programs for teacher licensure candidates have met subject matter standards for reading.

Educators (1)

- **Student Teaching Stipend Pilot Program.** \$6,543,000 for 8 teacher preparation programs to provide student teachers placed in Minnesota school's stipends during the SY 24-25. Stipends should be awarded at approximately \$6,880/student teacher. PELSB required to report to the Legislature by February 1 and July 1, 2025.
- **Special Education Apprenticeship Programs.** \$1,030,000 in FY25 for \$250,000 grants to Intermediate School Districts 287, 288, 916, and 917 for special education registered apprenticeship program costs.
- **Aspiring Teachers of Color Scholarship Program.** \$1,000,000 in FY25 for the Office of Higher Education (OHE) aspiring teachers of color scholarship program.

- **Grow Your Own Program Modifications.** Add Tribal contract schools as an eligible grantee, allow scholarships to be used at community colleges, and allow existing grantees to revise current grant agreements.
- **Special Education Teacher Pipeline Program Modifications.** Add Tribal contract schools as an eligible grantee and allows funds to support any participant employed by the recipient (including Tier 3 and 4 license holders). Also allows existing grantees to revise under current agreements.
- **Statewide Teacher Mentoring Program Use Modifications.** Allow statewide teacher mentoring program funds to be used to support mentorship for Tier 2 special education teachers in addition to Tier 1.

- **Paid Leave for School Closures.** Districts required to pay full wages for school employees during full or partial day closures when the day is an instructional day. School-age care employees must be paid for closures if family fees are collected. Work from home may be allowed to the extent practicable.
- **Teachers and Paraprofessional Compensation Working Group**
 - Purpose: to advise the Legislature on **strategies and recommendations to provide competitive compensation** to teachers and paraprofessionals including examining wages, health insurance, retirement, and college tuition.
 - PELSB required to convene by September 15, 2024, and report by February 15, 2025.

- **Tier 1 and Tier 2 special education** license requirements:
 - Tier 1 and 2 special education recipients must receive high quality professional development, participate in intensive supervision, and demonstrate progress toward professional licensure.
 - Tier 1 licenses limited to three years of teaching special education.
- **Ableism and Disability Justice Training.** Teacher preparation programs are encouraged to provide instruction to teacher candidates and school districts are encouraged to provide professional development for teachers and other school staff.

- **Prohibits a district or charter school from placing a teacher** in a teaching assignment if the teacher has been criminally charged with certain offenses or an offense that requires the person to register as a predatory offender, or a crime under a similar law of another state or the United States.
- School boards **required to provide written notice** to a coach whose contract the school declines to renew for the following school year no more than 60 days after the end of regular season activity.
- Requires the teacher evaluation rubric to be based on the **standards of effective practice** established in rules.

- Modifies requirement for using the **portfolio process** to obtain a Tier 3 license.
- **Expands eligibility for a Tier 4 license** to include a teacher who obtained a Tier 3 license through the portfolio process or holds a national board certification from the National Board for Professional Teaching Standards.
- Allows a teacher who obtained national board certification from the National Board for Professional Teaching Standards to **obtain a Tier 3 or 4 license without taking the pedagogy or content exams.**

- Modifies the **definition of “heritage language and culture teacher”** to require the teacher to be proficient in the language and engaged in the culture. Includes some American Sign Language teachers as heritage language and culture teachers.
 - Requires the program to support heritage language and culture teachers to **prioritize the participation of teachers whose own heritage language** is one of the top languages spoken by Minnesota students and for which there is a licensure scarcity.
- Allows a Tribal contract school or group of schools, a coalition of districts, teachers, and teacher education institutions to **apply for a teacher mentorship grant**.

Special Education (1)

- **Medicaid Billing.** Clarifies law to authorize certain school social worker services to be covered by third-party billing in Medical Assistance.
- **Adults with Disabilities.** Simplifies the adults with disabilities program approval process. Requires each school district to describe its program in its annual community education plan submitted to MDE. Requires the local community education advisory council to evaluate their adults with disabilities program at least once every five years.

Special Education (2)

- **Developmental adaptation** to physical education assessments permitted without Individualized Education Program (IEP).
- **Clarification to Alternative Instruction Before Assessment Statute** that alternate instruction prior to referring a student for a special education evaluation (sometimes known as “pre-referral interventions”) is for school-aged (K-12) pupils only and is not for students not yet in kindergarten.
- PELSB required to assemble **Special Education Licensure Reciprocity Working Group**.

Nutrition and Libraries (1)

- **Access to Library Materials and Rights Protected.**
 - Public libraries in Minnesota must not ban, remove, or otherwise restrict access to a book or other material based solely on its viewpoint or the messages, ideas, or opinions it conveys.
 - Librarians may not be terminated or discriminated against for complying with this statute.
 - Library governing boards must adopt a policy that establishes procedures for selection of, challenges to, and reconsideration of library materials.
 - Libraries will submit records of book challenge requests to MDE.

Nutrition and Libraries (2)

- **State School Librarian.** Establishes a state school librarian at MDE. Funded with school library aid beginning in FY26.
- **School Library Aid.** MDE required to report to the Legislature how school districts and charter schools used the aid by January 15, 2025.
- Metropolitan Library Service Agency permitted a **temporary exemption** to Minnesota Rule regarding their executive director's requirement to have a Master's degree.

Early Learning (1)

- **Early Learning Scholarships**
 - Allows up to \$7 million to be used for information technology costs to make prospective payments, allow applications online, and allow electronic submission and verification of family eligibility. Clarify that **child of a parent in foster care or in need of child protection services** qualifies for an early learning scholarship categorically.
 - Expand early learning scholarship **priority to children with an individualized education plan (IEP) or individualized family service plan (IFSP)**.
 - Clarify early learning scholarship **priority applies to children who are receiving or undergoing** treatment in mental health or prenatal substance exposure.
- **Head Start Administrative Support.** Allows up to 2% of the Early Head Start and Head Start appropriation to be used for state-level program and funding distribution support beginning in FY25.

Early Learning (2)

- **Merges** voluntary prekindergarten (VPK) and school readiness plus (SRP) statutes. Language makes clear student assessment data is required to be submitted and changes allocation process to operate on a 4-year cycle. Makes Minneapolis and St. Paul distinct regions.
- Separate the **definition of prekindergarten from kindergarten**; ensures consistent understanding and application of the term prekindergarten that can be referenced in other program statutes.

Health and Safety (1)

- Schools **encouraged to adopt a school policy** on parental notification for unscheduled student removal from class.
- Minnesota State High School League required to provide school coaches with **eating disorder prevention** education resources.
- Excused absence **permitted for appointments** conducted via telehealth.
- Districts and charters must provide **access to space** for a student to receive mental health care through telehealth.

Health and Safety (2)

- **Licensed School Nurse** position at MDE statutory qualifications modifications.
- Licensed school nurses in schools **authorized to administer necessary medication** in certain situations.
- **School Resource Officers** (Session Law Chapter 78)
 - Modifies 2023 legislative changes around **prone restraint and reasonable force**. Clarifies that school resource officers are not district employees or agents.
 - Removes "**imminent**" **standard** in reasonable force statute.
 - Defines school resource officer, establishes duties to schools and limitations, training requirements.
 - Board of Peace Officer Standards and Training must develop a model school resource officer policy and convene a group of representatives from education, community, and law enforcement groups.

Education Partnerships and Compacts

- Create a standalone state **council for the Military Interstate Children's Compact** required under 127A.85, Article VIII.
- **Benefits and rights extended** to children of Minnesota National Guard and Reserve members.
- Establishes **Purple Star School** designation process.

State Agencies

- Modifications to MDE's **Office of the Inspector General**.
 - Defined authority to investigate all funding overseen by MDE:
 - Subpoenas
 - Data access
 - Defined authority to enact sanctions on grant recipients; does not apply to aids.
- **Educators Online Licensing System**. \$2.767M appropriation to PELSB for information technology costs.
- **Maintain MDE Operations** for transfer to Department of Children, Youth, and Families (DCYF).

FY 2024-25	FY 2026-27
\$173,000	\$690,000

- Ongoing funding for administrative costs at MDE and Minnesota Department of Human Services (DHS) to implement the new **federal Summer Electronic Benefit Transfer (S-EBT) program**. The federal government provides 100 percent of the benefit cost and 50 percent of the state’s administrative costs. (Note: the DHS portion of this program will transfer to DCYF.)
- About the program:
 - Provides **\$120 per eligible child** for low-income families with school-aged children during the summer.
 - Benefits will come in the form of **pre-loaded cards** that families can use to purchase groceries.
 - Estimated to provide **\$42 million in federal funds** to Minnesota families.

FY 2024-25	FY 2026-27
\$3,424,000	\$1,144,000

Questions?

Thank you!

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[HF5237](#), the supplemental education budget bill, appropriates \$43 million in FY25 and \$18 million in FY26-27. Most of the funding is for Read Act implementation, a student attendance pilot program, and proposals to address the teacher shortage.

[House Research Summary](#)

[House Fiscal tracking spreadsheet](#)

Read Act

Note: Additional policy changes are included in the Education Policy bill

- Modifies the \$33.225 million appropriation from the 2023 legislative session that was intended for curriculum and intervention materials and instead distributes funding to school districts, charter schools, and cooperatives as flexible aid equal to the greater of \$2,000 or \$39.94 times the number of students served based on the 2023 fall enrollment count.
- Appropriates \$31.375 million in new funding (FY25 only) for school districts, charter schools, and cooperatives, equal to \$2000 or \$36.06 times the number of students served based on the 2023 fall enrollment count for teacher compensation for training.
- Requires districts to enter a memorandum of understanding with the exclusive representatives of teachers providing how the \$31 million in new teacher training funding will be used. Eligible uses include, but are not limited to, stipends or payments based on a teacher’s hourly rate of pay and the hours necessary to complete the training.
- Requires districts, charter schools, and cooperatives to place aid in a reserved account used to implement the requirements of the Read Act or for literacy incentive aid uses.
- Expands eligible uses of literacy incentive aid to include stipends for teachers who complete READ Act training, employing intervention specialists, paying for approved screeners, and teacher stipends.

Voluntary pre-kindergarten

- Increases the number of VPK slots in FY25 from 7,160 participants to 12,360.
- Merges the voluntary pre-kindergarten and school readiness plus programs and unifies the program requirements, including requirements related to standards- alignment, assessment, program coordination, teacher licensure, and child eligibility.
- Provides that the commissioner receives applications for participation every four years (under current law, a program may annually apply for participation).
- Divides the Minneapolis and Saint Paul school districts into distinct seat allocation groups.
- Authorizes the commissioner to reallocate seats in nonapplication years, as necessary.

Student attendance pilot program

Appropriates \$4.687 million in FY25 only for a pilot program for twelve identified school districts to demonstrate and model ways to improve student attendance.

Teachers

- Appropriates \$6.5 million in FY25 only for a student teaching stipend pilot for eight identified higher education institutions.
- Appropriates \$1 million in FY25 only for Aspiring Teacher of Color Scholarships

Student support personnel aid

Requires school districts and charter schools to reserve student support personnel aid in a restricted fund balance and authorizes a district to carry unspent aid forward for use in subsequent fiscal years subject to certain reserve balance limits.

Special education teacher pipeline grant

Expands the individuals who may participate in the special education teacher pipeline program to any school employee who demonstrates a willingness to be a special education teacher.

Food service fund - expanded uses

Authorizes a school district with a three-year surplus in its school food service fund to charge the costs of lunchroom furniture (tables and chairs) to its food service fund instead of recording the costs as general fund expenditures.

Compensatory revenue

Extends the statewide compensatory revenue hold harmless beyond fiscal year 2027.

Paid Leave for School Closures

Requires that when a scheduled instructional day is canceled for any or all of that school day, all school employees must be paid their full wage for that day if the school day is counted as an instructional day.

Paraprofessionals

- For the 24-25 school year only, reduces the annual required hours of paraprofessional training from 8 to 6 hours; requires schools to pay the testing fees for any paraprofessional employed by the school district who, during the 2023-2024 school year, has not yet passed the paraprofessional assessment or met the requirements of the paraprofessional competency grid; and allows districts to use paraprofessional training aid for these costs.
- For the 24-25 school year only, allows paraprofessionals to be paid with state special education aid if they meet either the current credential requirements, demonstrates completion of two specified competencies from the competency grid, or are enrolled in ParaPro or Paraeducator test preparation.
- For the 24-25 school year only, upon request by the paraprofessional, requires a district to help the paraprofessional when completing the competency grid.
- Creates a process for MDE and PELSB to work with interested parties to adjust the paraprofessional test cut scores and the paraprofessional competency grid.

Statewide health standards

Adds health as a required statewide academic standard, instead of a locally adopted standard. Maintains local standards until the statewide rules implementing state standards go into effect.

Newspaper publications

When a qualified newspaper designated by a school district ceases to exist for any reason except consolidation with another newspaper, the school district may publish its proceedings on the district's website instead of publishing the proceedings in a newspaper. The district must also request that the same information be posted at each public library located within the school district for the notice's publication period. This permission expires August 1, 2026.

If before August 1, 2026, a newspaper becomes available, and the rate is not more than 10% above the rate charged by the previous newspaper, this exemption does not apply.

Task forces/working groups/legislative study groups

- Establishes a task force on English learner programs to analyze how public schools use EL revenue at the site and administrative levels.
- Establishes a student attendance and truancy legislative study group to evaluate ways to increase student attendance and reduce truancy.
- Establishes the Teacher and Paraprofessional Compensation Working Group to advise the legislature on strategies and recommendations to provide competitive compensation to teachers and paraprofessionals in Minnesota elementary, middle, and secondary schools.
- Establishes a working group to make recommendations on literacy training, screeners, and curriculum for students who are deaf, deaf-blind, and hard of hearing.
- Establishes a task force to examine the distribution of earnings from the permanent school fund.

[SF3567](#) is the Omnibus Education Policy bill that makes technical and policy changes to the education statutes. This summary is meant to provide you with the highlights of key provisions. A more detailed section-by-section summary is available from [here](#).

READ Act

Note: additional changes and funding is included in the supplemental education budget bill.

- Extends the training requirements for the first phase of teachers to July 1, 2026.
- Requires a district to include information about structured literacy training for teachers and other staff and Read Act funding uses in its local literacy plan, and if applicable, the district's plan and timeline for adopting approved curricula and materials.
- Increases the number of screenings for kindergarten through grade 3 students from two times to three times per year.
- For the 2024-2025 school year only, allows for a reduction in instructional hours for students in grades 1 through 3 to allow teachers to receive the required evidence-based training.
- Increases the number of screenings for kindergarten through grade 3 students from two times to three times each school year.
- Clarifies that a district offering early childhood programs must provide early childhood staff with the approved training.
- Directs MDE and CAREI to conduct a final curriculum review of previously submitted curriculum by March 3, 2025.
- Authorizes the department to partner with one or more higher education institutions to conduct reviews of curriculum and intervention materials. Provides for certain administrative processes for the review.
- Requires PELSB to conduct an audit that evaluates whether an approved teacher preparation program for candidates in a specified licensure area meets subject matter standards for reading. Requires PELSB to report its findings to the legislature.

School cell phone policy

Requires districts and charter schools to adopt a policy on students' possession and use of cell phones in school by March 15, 2025. Requires the principals' associations to collaborate to make best practices available to schools on strategies to minimize the impact of cell phones on student behavior, mental health, and academic attainment.

Flexible learning year programs

Requires MDE to establish clear criteria for evaluating a district's application to use a four-day school week plan, accept applications for a four-day week plan, and determine whether an application meets the criteria. Requires approval of a four-day plan to remain in effect for at least six years.

Civics graduation requirement

Delays civics graduation requirement effective date to the 25-26 school year.

Access to library materials and rights protected

Prohibits a public library from banning, removing, or otherwise restricting access to a book or other material based solely on its viewpoint or the messages, ideas, or opinions it conveys. Requires a governing body of a library to adopt a library materials policy.

American Indian Mascots

Allows school districts with an American Indian mascot, nickname, logo, letterhead, or team name one additional year, until September 1, 2026, to comply with the prohibition on American Indian mascots. Requires a district with a prohibited mascot and that has not received an exemption to report to the legislature on the district's progress to comply with this requirement.

Teacher licensure

- Directs PELSB to approve an application for a Tier 1 and Tier 2 license in special education if: 1) the applicant meets the requirements for a Tier 1 license and the district affirms the applicant will receive high-quality professional development and will participate in a program of intensive supervision that consists of structured guidance and support for teachers or a teacher mentoring program. The license permission may not exceed three years.
- Expands eligibility for a Tier 4 license to include a teacher who obtained a Tier 3 license through the portfolio process or holds a national board certification from the National Board for Professional Teaching Standards.
- Allows a teacher who obtained national board certification from the National Board for Professional Teaching Standards to obtain a Tier 3 or 4 license without taking the pedagogy or content exams.
- Allows a teacher who has completed licensure via portfolio or holds a national board certification to qualify for a Tier 4 license.

Special education paperwork

Allows a district to conduct an assessment for developmental adapted physical education as a stand-alone evaluation without conducting a comprehensive evaluation of the student.

Special education licensure reciprocity working group

Establishes a working group on special education licensure through the Professional Educator Licensing and Standards Board to make recommendations on statutory or rule changes necessary to streamline requirements for out-of-state applicants.

Paraprofessional training

Requires a school district or charter school to consult the exclusive representative for paraprofessionals regarding special education paraprofessional training requirements.

Access to space for mental health care through telehealth

Starting October 1, 2024, requires a district, to the extent space is available, to provide secondary school students with access during regular school hours, and outside regular school hours if the site is available to other persons, to space in school that a student can use to receive mental health care through telehealth from a licensed mental health provider. Requires a secondary school to develop a

plan with procedures to receive requests for access to space that provides student privacy to receive mental health care.

Unscheduled removal from class

Encourages a public school to adopt a policy on parental notification if a student was removed from class under unscheduled circumstances. Encourages a nonpublic school or Tribal contract school to adopt a similar policy.

World's Best Workforce

Renames World's Best Workforce to "Comprehensive Achievement and Civic Readiness."

Language access plans

Requires a school district to adopt a language access plan that specifies the district's procedures to render effective language assistance to students and adults who communicate in a language other than English. Requires certain plan components and regular review.

School performance reports and public reporting

- Allows a school, district, or charter school to provide a student's parent access to the student's individual student performance data and achievement report when it is made available to the school, district, or charter school.
- Modifies the school performance data reporting date to October in years with new performance standards and November with new performance standards for English language proficiency assessments.

Definition of developmental delay

Updates the ages related to the definition of developmental delay for early childhood special education to include children aged three through six.

Mental health education

Requires districts to provide mental health instruction for students in grades 4 to 12 aligned with local health standards starting in the 2026-2027 school year.

On track for graduation

Requires that the annual review and revision of a personal learning plan ensure that the student is on track for graduation.

Absence from school for religious and cultural observances

Requires a district to make reasonable efforts to accommodate a student who wishes to be excused from a curricular activity for an American Indian cultural practice, observance, or ceremony.

Smudging permitted

Permits American Indian students or staff to use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by

the building or site administrator and must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.

Student journalism; student expression

States that a student journalist has a right to exercise freedom of speech and freedom of the press in school-sponsored media. Prohibits a school district from disciplining a student journalist for exercising rights or freedoms or retaliating against a student media adviser for supporting a student journalist exercising free speech rights.

PSEO

- Requires a postsecondary institution to notify a pupil's school as soon as practicable if the student withdraws from the enrolled course, or if the pupil has been absent from a course for 10 consecutive days and the pupil is not receiving instruction at home, in a hospital, or another facility.
- Adds an October 30 deadline for a student to inform a district of the student's intent to enroll in postsecondary courses for an academic term.
- Requires a district to adopt the same weighted grade point average policy for credits earned via PSEO as for credits earned via concurrent enrollment coursework.

Annual coaching contracts

Requires a school board to provide written notice to a coach whose contract it declines to renew for the following school year no more than 60 after the end of the regular season for the activity. The notice requirement does not apply if nonrenewal is based on misconduct, failure to perform duties, or district's financial limitations.

507.5 SCHOOL RESOURCE OFFICERS - NEW

[Note: The provisions of this policy substantially reflect statutory requirements. School districts utilizing school resource officers may choose to adopt this policy.]

I. PURPOSE

The purpose of this policy is to establish the contractual duties and training requirements of a Northfield School District school resource officer.

II. GENERAL STATEMENT OF POLICY

The district, upon securing the services of one or more school resource officers, is committed to establishing the qualifications and duties required of these officers. Any contract for the services of a school resources officer with the school district must meet the requirements of this policy.

III. DEFINITIONS

- A. "School" means an elementary school, middle school or secondary school, as defined in Minnesota Statutes, section 120A.05, subdivisions 9, 11, and 13.
- B. "School Resource Officer" means a peace officer who is assigned to work in an elementary school, middle school, or secondary school during the regular instructional school day as one of the officer's regular responsibilities through the terms of a contract entered between the peace officer's employer and the designated district or charter school.

IV. CONTRACTUAL DUTIES

- A. A school resource officer's contractual duties with the district shall include:
 - 1. Fostering a positive school climate through relationship building and open communication.
 - 2. Protecting students, staff, and visitors to the school grounds from criminal activity.
 - 3. Serving as a liaison from law enforcement to school officials.
 - 4. Providing advice on safety drills.
 - 5. Identifying vulnerabilities in school facilities and safety protocols.
 - 6. Educating and advising students and staff on law enforcement topics.
 - 7. Enforcement of criminal laws.
- B. The district may contract with a school resource officer's employer for the officer to perform additional duties to those described in paragraph IV.A.

- C. A school resource officer must not use force or the authority of their office solely to enforce school rules or policies or participate in the enforcement of discipline for violations of school rules.
- D. Nothing in this Article limits any other duty or responsibility imposed on peace officers; limits the expectation that peace officers will exercise professional judgment and discretion to protect the health, safety, and general welfare of the public when carrying out their duties; or creates a duty for school resource officers to protect students, staff, or others on school grounds that is different from the duty to protect the public as a whole.

V. TRAINING

- A. Except as provided for in paragraphs V.B., V.C., and V.D., beginning September 1, 2025, a peace officer assigned to serve as a school resource officer must complete a training course that provides instruction on the learning objectives identified in Minnesota Statutes, section 626.8482, subdivision 4 prior to assuming the duties of a school resource officer.
- B. A peace officer who has completed either the School Safety Center standardized Basic School Resource Officer Training or the National School Resource Officer Basic School Resource Officer course prior to September 1, 2025, must complete the training mandated under paragraph V.A. above before June 1, 2027. A peace officer covered under this paragraph may complete a supplemental training course approved by the board pursuant to Minnesota Statutes, section 626.8482, subdivision 4, paragraph (b), to satisfy the training requirement.
- C. If an officer's employer is unable to provide the required training course to the officer prior to the officer assuming the duties of a school resource officer, the officer must complete the required training within six months of assuming the duties of a school resource officer. The officer is not required to perform the duties described in Minnesota Statutes, section 626.8482, subdivision 2, paragraph (a), clause (4) or (5), until the officer has completed the required training course. The officer must review any policy adopted by the officer's employer pursuant to section 626.8482, subdivision 6 before assuming the other duties of a school resource officer and must comply with that policy.
- D. An officer who is serving as a substitute school resource officer for fewer than 60 student contact days within a school year is not obligated to complete the required training or perform the duties described in Minnesota Statutes, section 626.8482 subdivision 2, paragraph (a), clause (4) or (5), but must review and comply with any policy adopted pursuant to subdivision 6 by the law enforcement agency that employs the substitute school resource officer.

- E. For each school resource officer employed by an agency, the chief law enforcement officer must maintain a copy of the most recent training certificate issued to the officer for completion of the training mandated under this section.

Policy 507.5 SCHOOL RESOURCE OFFICERS

Adopted: INSERT DATE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Legal References: Minn. Stat. § 120A.05, subs. 9, 11, and 13 (Definitions)
Minn. Stat. § 120B.02, subd. 25 (General Powers of Independent School Districts – School Resource Officers)
Minn. Stat. § 626.8482 (School Resource Officers; Duties; Training; Model Policy)

Cross References: MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)

Policy 806 CRISIS MANAGEMENT

I. PURPOSE

The purpose of this policy is to direct the Northfield School District administration to develop crisis management plans to coordinate protective actions prior to, during and after any type of emergency or potential crisis situation.

II. GENERAL STATEMENT OF POLICY

- A. The district will engage in ongoing emergency planning within the district and with first responders and other relevant community organizations. The district will ensure that relevant first responders in the community have access to their building-specific crisis management plans and will provide training to district staff to enable them to act appropriately in the event of a crisis.
- B. The superintendent, the director of buildings and grounds, and other district administration and/or the administration of each building shall develop crisis management plans. The crisis management plan will be maintained, updated and revisions distributed to the appropriate personnel on an annual basis before the beginning of each school year.
- C. Student safety is a priority in our schools. All threats of violence are immediately and thoroughly investigated by a team that can include, but is not limited to, school administrators, a school resource officer, other law enforcement or emergency services personnel as appropriate, and other district employees as appropriate. The Crisis Management Plan includes an outline of the district's threat assessment procedures.

Policy 806 Crisis Management

Adopted: 11.24.2008; Reviewed: 07.01.2019; Non-Substantive Update: 08.26.2021, 08.08.2022, 01.26.2023, INSERT DATE HERE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Legal References: Minn. Stat. Ch. 12 (Emergency Management)
Minn. Stat. Ch. 12A (Natural Disaster; State Assistance)
Minn. Stat. § 121A.035 (Crisis Management Policy)
Minn. Stat. § 121A.06 (Reports of Dangerous Weapon Incidents in School Zones)
Minn. Stat. § 299F.30 (Fire Drill in School; Doors and Exits)
Minn. Stat. § 326B.02, Subd. 6 (Powers)
Minn. Stat. § 326B.106 (General Powers of Commissioner of Labor and Industry)
Minn. Stat. § 609.605, Subd. 4 (Trespasses)
Minn. Rules Ch. 7511 (Fire Code)
20 U.S.C. § 1681, et seq. (Title IX)
20 U.S.C. § 6301, et seq. (Every Student Succeeds Act)
20 U.S.C. § 7912 (Unsafe School Choice Option)
42 U.S.C. § 5121 et seq. (Disaster Relief and Emergency Assistance)

Cross References: MSBA/MASA Model Policy 407 (Employee Right to Know – Exposure to Hazardous Substances)
MSBA/MASA Model Policy 413 (Harassment and Violence)

MSBA/MASA Model Policy 501 (School Weapons Policy)

MSBA/MASA Model Policy 506 (Student Discipline)

MSBA/MASA Model Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)

MSBA/MASA Model Policy 903 (Visitors to School District Buildings and Sites)

Comprehensive School Safety Guide: <https://dps.mn.gov/divisions/hsem/mn-school-safety-center/Documents/Comprehensive%20School%20Safety%20Guide.pdf>

TO: Claudia Gonzalez-George, Chairperson
Northfield School District Board of Education

FROM: Superintendent Matthew J. Hillmann, Ed.D.

DATE: May 22, 2024

RE: 2023-24 Superintendent's Focus Areas Update No. 4

In addition to the 41 job responsibilities organized around eight major topic areas included in the superintendent's evaluation. The board approved these four focus areas. This report is the third quarterly update about progress in these focus areas.

1 Focus area: The superintendent will prioritize the implementation of the READ Act to continuously improve the district's proficiency rates in reading.

Progress monitoring plan: The superintendent will present a quarterly update to the board with steps taken to implement the new law governing reading.

Final 2023-24 Update:

- The district is poised to execute the plan shared in the April update. Additional funding was recently provided by the Minnesota Legislature and the district is learning how that funding can be distributed.
- The required READ Act notification letter will be sent at the end of the year to parents of elementary students who have at least three screener/curriculum based measurement scores below the 40th percentile.

April 2024 Update:

- The district has chosen the CORE Learning Online Language and Literacy Academy (OLLA) training program to meet the requirements of the READ Act. The training will be integrated into the professional learning community sessions for teachers who must complete it by June 2025. During the 2024-25 school year, 76 staff members are scheduled for training. Although the training is intended to comply with the READ Act, it is primarily about ensuring that all students can read at their grade level. OLLA is one of three training programs endorsed by the Minnesota Department of Education. While not as extensive as the Language Essentials for Teachers of Reading and Spelling (LETRS) training or taking as much time, the district has conducted a thorough evaluation and determined that OLLA is an effective training program that satisfies the READ Act requirements.

February 2024 Update:

- The instructional services department convened a work team that included 21 teachers to identify potential approaches to the READ Act's training and screening requirements. Eighteen (18) general education teachers in Kindergarten—Grade 3 and seventeen (17) special education teachers will need to complete one of the three training programs in 2024-25. Northfield Community Education (NCEC) staff must also complete LETRS for early childhood in 2024-25. The district's instructional services team has conducted an analysis of the three approved training programs, including a

crosswalk between LETRS and the other two approved programs. A final determination about the required training program we will use moving forward is in progress.

- The READ Act implementation work team reviewed the newly approved screening tools and we will be ready to make a decision on our assessment vendor later this spring. The district must adopt a new screening assessment tool for the 2024-25 school year because our current tool was not selected as one of the allowed assessments by MDE.
- The superintendent will advocate for additional funding to fully support the READ Act implementation during the 2024 Minnesota Legislature session.

November 2023 Update:

- **Screening:** The district has conducted the first reading proficiency screening within the first six weeks of school, as prescribed by the READ Act. Approximately 1,468 students participated in the screening in Grades K-5. These screening assessments were part of the district's assessment plan before the READ Act became law. The district must adopt a new screening assessment tool for the 2024-25 school year because our current tool was not selected as one of the allowed assessments by MDE.
- **Letter to families:** The district sent letters to all families of students in Grades K-5 who were not meeting the grade level reading benchmark on two or more consecutive screening/classroom assessments as required by the READ Act.
- **Training:** The district continues to train its staff. So far 56 current staff members have started or completed the 144-hour Language Essentials for Teachers of Reading and Spelling course, one of MDE's approved training courses. The district is developing a schedule for all staff required to receive training to have completed it according to the timeline specified in the law.
- **Planning:** The district is awaiting action by MDE before it is able to take additional steps to implement the READ Act.

② **Focus area: The superintendent will facilitate the implementation of new state legislation within the district.**

Progress monitoring plan: The superintendent will present a quarterly update to the board with steps taken to implement the legislation passed by the 2023 Minnesota Legislature.

Final 2023-24 Update:

The district continues implementing new requirements enacted by the 2023 Minnesota Legislature and is preparing to implement new legislation signed into law from the 2024 session. Here is the latest activity:

- The district's legislative action committee met eight times. We averaged 13 participants per meeting through seven meetings. The final meeting was held in conjunction with a NHS tour.
- The superintendent testified before the House Education Finance Committee about the impact of the 2023 legislative changes.

April 2024 Update: The district continues implementing new requirements enacted by the 2023 Minnesota Legislature. Here is the latest activity:

- The district has continued the implementation of legislation. There have not been new implementations since the February report.
- The district's legislative action committee (LAC) has met four times this session. It has met every other Saturday since Feb. 10, with an average of 16 participants per meeting.
- The superintendent, a superintendent intern, a board member, and a parent attended the MSBA/MASA "Day at the Capitol" on March 18. The team also attended panel discussions with House and Senate Education Committee members, the Senate Education Policy Committee hearing, and met with Sen. Bill Lieske. On Friday, March 22, the team met with Rep. Kristi Pursell.

February 2024 Update: The district continues implementing new requirements enacted by the 2023 Minnesota Legislature. The list below are examples of items completed or in process at this time:

- Most of the non-READ Act legislation was implemented earlier in the school year.
- The Employee Safe and Sick Time provision was implemented on time.
- The superintendent has been actively advocating for specific technical fixes to items that, despite positive legislative intent, have been problematic in implementation. This advocacy included participating on the MASA legislative committee and meeting with a local legislator.
- The district's instructional services committee has facilitated a new high school social studies course sequence that will be implemented in 2024-25 to align with the new legislation.
- The district's legislative action committee starts meeting on Feb. 10.

November 2023 Update: The district continues implementing new requirements enacted by the 2023 Minnesota Legislature. The list below are examples of items completed or in process at this time:

- Indigenous Peoples Day: teachers were provided resources to complete the one-hour instructional requirement.
- Bike/pedestrian/bus safety: this requirement was expanded to include more middle school students. Students viewed Minnesota Department of Transportation training videos on these topics.
- Free menstrual products: The district completed the installation of the dispensers ahead of the January 1, 2024 requirement.
- Unemployment insurance: The district processed 54 unemployment claims for school-year-only employees. We anticipate receiving \$121,518 in reimbursement from the State of Minnesota.
- e-Learning Days: The district had negotiated the e-Learning plan with the Northfield Education Association before the law was enacted. The district also had already paid almost all employees for their work on e-Learning days. A plan has been developed to meet the legal requirements for paying the staff not previously compensated for e-Learning days.
- Educational Assistants (paraprofessionals) training: the district had already required eight hours of training for educational assistants.
- Civics requirement: The Northfield High School social studies teachers are currently engaged in sequencing the social studies courses to include the civics requirements.
- Ethnic Studies requirement: The Northfield High School social studies teachers are currently engaged in sequencing the social studies courses to include the future ethnic studies elective requirements.

- Personal finance: The Instructional Services department is working with the NHS administration to determine the department(s) and grade level that will be responsible for the course.
- Opiate antagonists: The district had previously had opiate antagonists (Narcan) available in each school through the health office and personnel have been trained in each building to use it.
- American Indian Aid Increase: The district has used a portion of the increased American Indian Education Aid to hire a part-time cultural liaison specifically for Indigenous students and families.
- Employee Safe and Sick Time (ESST) preparation: the human resources and finance departments have been preparing for the January 1, 2024 implementation of the employee safe and sick time requirements.
- Minnesota Free Meals Program: The district has implemented the Minnesota Free Meals program, which provides one free breakfast and one free lunch for every student on every instructional day.
- Academic credit for employment with health care provider: NHS has communicated with families the process for gaining academic elective credit for their work for a health care provider.
- Student support aid: The district used this increased funding to hire an additional nurse at the Northfield Community Education Center.
- Policy updates: The district has approved at least 24 policy updates necessitated by the legislative changes. These included changes to policies 102, 406, 418, 419, 424, 425, 504, 507, 509, 513, 514, 515, 516.5, 532, 534, 602, 603, 613, 616, 620, 621, 624, 708, and 709.

3] Focus area: The superintendent will continue to seek feedback from parents of Black, Hispanic, and Indigenous students about their school experience and ways the district can improve it.

Progress monitoring plan: The superintendent will present a quarterly update to the board with actions taken to seek feedback from these parent advisory teams.

Final 2023-24 Update:

- Based on feedback from the Black Parent Advisory Committee, a Juneteenth event has been scheduled:
 - Date: June 19, 2024.
 - Location: Northfield High School Auditorium.
 - 5-5:45 pm: A free meal will be provided for the first 100 attendees.
 - 6-6:45 pm: Juneteenth lecture by Dr. Yolanda Williams, professor of African American literature, art, and history at the University of Minnesota.
 - The funding for the event is being sponsored by community partners, including Northfield's Neuger Communications, Northfield Promise, and the Northfield Racial and Ethnic Equity Collaborative.
- The district hosted three Hispanic Parent Advisory Committee meetings. They were held on:
 - April 16 at the Greenvale Park Community School
 - April 24 at the Mercado Locale
 - May 20 at the district office

April 2024 update

- The District's Indigenous Parent Advisory group met for the fourth time and approved the annual Resolution of Concurrence. Based on previous feedback from this group, the district has offered focused professional development to improve the Indigenous cultural competency of our staff. On

Feb. 19, Paul and Broderick Dressen from the Prairie Island Indian Community presented to all teachers about the topic.

- The Black Parent Advisory Committee met on Feb. 8 and is scheduled to meet again on Apr. 13. Based on parent feedback, discussion about a potential Juneteenth community event, most likely a scholarly lecture, is underway.
- The Hispanic Parent Advisory Committee is scheduled to meet on Apr. 13. The previous two meetings were canceled due to illness and schedule conflicts.

February 2024 Update:

- The district has held three meetings with the Indigenous Parent Advisory group. A fourth is scheduled for Feb. 20. Three administrators attended a full day University of Minnesota training about Indigenous culture and improving competency in working with Indigenous families. All teachers will participate in a cultural competency workshop focused on Indigenous culture on Feb. 19. Twenty seven (27) staff members will participate in the Understand Native Minnesota Educator Academies on February 21 & March 14.
- The first two Hispanic Parent Advisory Committee meetings were postponed due to illness and translator unavailability. They are being rescheduled.
- Two Black Parent Advisory Committee meetings will have been held as of Feb. 8.
- The superintendent and two principals attended the full day University of Minnesota Leadership Academy workshop on Feb. 29. Dr. Darius Stanley, a University of Minnesota professor, presented strategies to engage families from traditionally marginalized demographic groups.

November 2023 Update:

- The district has held two meetings with the Indigenous Parent Advisory group. The new cultural liaison for Indigenous families (funded with new state revenue) has also called each identified Indigenous family to increase engagement.
- The first Hispanic Parent Advisory Committee was postponed due to illness. It is being rescheduled.
- The first Black Parent Advisory Committee meeting is scheduled for Dec. 14.
- Additionally, the superintendent has attended one meeting of the local Black and Brown Futures parent group.

4 Focus area: The superintendent will develop a structure, supply the necessary information, and recommend appropriate timelines for the board to decide what bond referendum question(s) should be presented to the voters in November 2024 to address the substantial facility improvements needed at Northfield High School.

Final 2023-24 Update:

- The district is conducting its informational campaign. As of May 22, there were a total of 35 bond referendum events. These include presentations to internal and external groups and events where we distributed informational materials.

April 2024 Update:

- The board approved a three question bond referendum to be held in conjunction with the general election on Nov. 5, 2024.
- The [timeline](#) with action steps for the bond referendum recaps the work that was completed leading up to the vote in March.
- The district launched the [educational campaign website](#) on Apr. 2, 2024

February 2024 Update:

- The superintendent has presented an updated [timeline](#) with action steps through the potential November 5, 2024 election.
- The superintendent led four tours of Northfield High School and a tour of the new Owatonna High School.
- There have been three board work sessions and another work session is scheduled for March 5.
- Six potential options have been identified to address the high school facility problems identified by the board. This document outlines the facility problems, associated information, and potential solutions to consider for a bond referendum (if any are chosen by the board.)
- The superintendent led a public meeting on Jan. 29. Attendees heard a presentation, were given the opportunity to share their advice for the board in small groups, and were invited to address the entire audience through a public comment-style session.
- The superintendent will present the tax impact tables for the six potential options at the Feb. 12 board meeting.
- Morris-Leatherman will present the community phone survey results at the Feb. 26 board meeting.

November 2023 Update:

- The superintendent has presented a [timeline](#) with action steps through the potential November 5, 2024 election.
- The board has approved the community survey, set to be conducted in January.
- The board has met in its first work session to discuss the approach at the high school.
- One high school tour has been conducted and three more are scheduled.

*** Additional Items for Final 2023-24 Update**

- The superintendent visited 47 different PLC groups over the course of the 2023-24 school year.
- The superintendent presented two sessions related to leadership mindset and decision making at the MASA spring conference.
- The superintendent was requested to extend his term on the MASA Board of Directors as Past President due to Dr. Joe Gothard leaving St. Paul to lead the Madison, WI, school district.
- The superintendent was requested to be a presenter about leadership decision-making at the MASA “Great Start” cohort for new superintendents and the Aspiring Superintendent’s Academy for administrators considering the superintendency.

- The superintendent has engaged in weekly discussions with TNTP, a partnership funded by the Ciresi-Waldburn Foundation. The partnership prioritizes improving Tier I (core) classroom instruction in mathematics.

***Parent Satisfaction Survey Results [April 2024 Update]**

- The district’s annual parent satisfaction survey was conducted in January 2024.
- There were 690 respondents, up from 440 responses in 2023.
- The overall mean improved from 4.00 in 2023 to 4.05 in 2024.
- There was improvement for 11 of 15 survey indicators (one remained the same as last year).
- The greatest strengths as indicated in the survey results are listed below. The “Top 2 Box” indicates the percentage of respondents who selected “strongly agree” or “agree” with the statement.
 - "I am treated with respect at this school." - Score: 4.34 (up from the previous period by 0.03), Top 2 Box: 89.22%
 - "I believe my child's learning is a high priority at this school." - Score: 4.24 (up from the previous period by 0.08), Top 2 Box: 87.75%
- The greatest opportunities for growth as indicated in the survey results are listed below. The “Top 2 Box” indicates the percentage of respondents who selected “strongly agree” or “agree” with the statement.
 - "I regularly receive feedback from school staff on how well my child is learning." - Score: 3.45 (down from the previous period by 0.12), Top 2 Box: 58.59%
 - "I receive positive phone calls, emails, or notes about my child from the school." - Score: 3.42 (down from the previous period by 0.16), Top 2 Box: 54.36%
- All indicators that improved did so by a minimum of 0.10 points on a five point scale over the previous year.
- [You can view the district-level report here.](#)

***Employee Experience Survey Results [February 2024 Update]**

The district completed the annual employee experience survey in December. The district-level survey “rollout” was shared via the [Feb. 4, 2024 Know Northfield](#), including a [video presentation by the superintendent](#).

- One of our [strategic plan](#) benchmarks is that all employees report satisfaction in the workplace. The survey responses identify areas of success and areas for improvement.
- 349 district staff members participated in the survey between Dec. 1 and Dec. 15, 2023.
- The district’s overall rating improved from 3.92 in 2022-23 to 4.00 in 2023-24. (A five-point scale is used in the survey.)
- Ratings improved in 19 of the 20 indicators.
- Seven indicators saw an improvement of at least 0.10 rating points.
- The two highest-rated indicators were:
 - *I believe my work positively impacts those we serve* at a 4.52 rating. 95.95% of respondents strongly agreed or agreed with that statement.

- I have a clear understanding of the mission and goals of my organization at a 4.31 rating. 90.17% of respondents strongly agreed or agreed with that statement.
- The two lowest-rate indicators were:
 - *I feel that organization-level resources are allocated to maximize effectiveness across the organization* at a rating of 3.63 55.81% of respondents strongly agreed or agreed with that statement. 9.01% of respondents disagreed or strongly disagreed with that statement.
 - *I receive feedback concerning areas for improving my performance* at a 3.73 rating. 64.64% of respondents strongly agreed or agreed with that statement. 12.38% of respondents disagreed or strongly disagreed with that statement. While this was one of the two lowest indicators, it had the second highest increase in the survey compared to 2022-23, increasing 0.13 points on a five-point scale.
- The superintendent reads all comments and building-level comments are read by principals/building administrators. This year, we used ChatGPT to summarize the top themes for comment areas.
- [You can view district-level reports here.](#)
- Individual school sites are conducting their survey “rollout events” in February.

***Additional information for mid-year evaluation (Dec. 2023 update)**

- The superintendent starts (almost) every day at a school building to connect with staff and students.
- The superintendent’s office earned a 4.83 on the annual District Services Survey. This survey asks administrators and administrative assistants to rate the services they receive from ten district office departments. The overall survey rating was 4.60 for all departments.
- The superintendent continues as part of the Minnesota Association for School Administrators (MASA) executive board in the past president role.
- The superintendent was a breakout session presenter (“Forgiveness: A foundation for the superintendent's well-being”) at the MASA fall conference in October.
- The superintendent was a keynote speaker (“Hardwiring excellence in education — a keynote fireside chat” with Dr. Janet Pilcher) and a breakout session presenter (“Building community confidence and trust, one parent at a time”) at the What’s Right in Education Conference in October.
- The superintendent earned national recognition with the Studer Education “Difference Maker” award.
- The superintendent authored an article entitled “On the same page” that was published in Fall 2023 School CEO magazine.
- The superintendent is mentoring a new superintendent and a new assistant superintendent through the MASA mentoring program.
- The superintendent is hosting five superintendent interns (two in progress, three scheduled to begin.)
- The superintendent is the lead negotiator for the Cannon Valley Special Education Cooperative’s 2023-2025 teacher negotiations.
- The superintendent’s office continues to communicate with the board, staff, families, and the community through:
 - Semi-monthly staff updates are emailed during the week of each board meeting.
 - The board bulletin is published at least twice per month.
 - Nine family update messages using the new S’more platform so far this school year.

- Regular appearances on KYMN radio.
- Community engagement sessions — the first of four sessions that are an open call to the community to set up a meeting on any topic was held on Nov. 29.



Statement of Work - Audit Services

June 5, 2024

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated June 6, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and ISD #659 Northfield ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended June 30, 2024.

Craig W. Popenhagen is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the governmental activities, each major fund and the aggregate remaining fund information, which collectively comprise the basic financial statements of ISD #659 Northfield, and the related notes to the financial statements as of and for the year ended June 30, 2024.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.
- Preparation of schedule of expenditures of federal awards.
- Preparation of adjusting entries, if necessary

Audit objectives

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

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over

compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the Minnesota Legal Compliance Audit Guide for Political Subdivisions.

It is our understanding that our auditors' report will be included in your annual report which is comprised of the introductory section and that your annual report will be issued by the date of our reports on your financial statements. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those

risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Revenue recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records

and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your

knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed

to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

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

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the Minnesota Department of Education, Minnesota Office of the State Auditor, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the the Minnesota Department of Education, Minnesota Office of the State Auditor. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be

requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Our professional fees are outlined in the table below:

Service	Fee
Financial Statement Audit	\$20,600
Implementation of the New Risk Auditing Standards which includes an increase in information technology testing	\$2,500 (not-to-exceed)
Uniform Grant Guidance compliance audit of federal program expenditures	\$4,200 per audited federal program

We will also bill for expenses including travel, internal and administrative charges, and a technology and client support fee of five (5%) of all professional fees billed. Our fee is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher.

Professional fees will be billed as follows:

Progress bill to be mailed on	Amount to be billed
Upon execution of the SOW	One-third of our professional fees, after July 1st
Upon the commencement of substantive procedures	One-third of our professional fees
Issuance of draft report(s)	One-third of our professional fees

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Response:

This letter correctly sets forth the understanding of ISD #659 Northfield.

CLA

CLA

Craig W. Popenhagen

Craig W. Popenhagen, Principal

SIGNED 6/5/2024, 10:46:06 AM CDT

Client

ISD #659 Northfield

SIGN:

Claudia Gonzalez-George, Board Chair

DATE:

ISD #659 Northfield

SIGN:

Val Mertesdorf, Director of Finance

DATE:

NORTHFIELD PUBLIC SCHOOLS

School Board Minutes

May 28, 2024

District Office Boardroom

1. Call to Order

School Board Chair Claudia Gonzalez-George called the regular meeting of the Board of Education of Independent School District No. 659 to order at 6:00 p.m. Present: Butler, Gonzalez-George, Miller, Nelson, and Quinnell. Absent: Goerwitz and Stratmoen. This meeting was open to the public, live-streamed and recorded, and access to the recording was posted to the school district website.

2. Agenda Approval/Table File

On a motion by Butler, seconded by Quinnell, the board unanimously approved the agenda.

3. Public Comment

There was one public comment.

4. Announcements and Recognitions

- Director of Buildings & Grounds Justin Raabolle, Administrative Assistant Dorothy Cohan, and Officer Gabriel Crombie completed the Minnesota School Emergency Management program through the Minnesota Homeland Security and Emergency Management - School Safety Center. Connie Forster, Safe School Assessment Coordinator with Homeland Security and Emergency Management, presented them with their certificates of completion.
- Northfield's Memorial Day Service featured two Northfield High School graduates. District Grounds Coordinator Tracy Closson, an NHS alum, is the current VFW Post #4393 and delivered the commander's address. Jodi Greene, another NHS alum, and former Deputy Under Secretary of the Navy and a U.S. Air Force veteran was the keynote speaker.
- The elementary parade of graduates took place on May 28. Seniors had an opportunity to celebrate graduation with elementary students and staff. Shuttle buses left the high school and drove seniors, wearing their caps and gowns, to their elementary buildings. Students participated in hallway parades and took photos. Congratulations to the Class of 2024!

5. Items for Discussion and Reports

- a. Sale of District Property. The district received an offer from Lance Manty to purchase district owned property Parcel #17.11.3.75.021 in Dundas. The property appraisal report and the purchase agreement were reviewed by the board. The offer of \$18,000 aligns with the appraised value of the property. The buyer agrees to cover all costs associated with the sale of the property, including any legal fees the district incurs to review the purchase agreement, and all items related to the property sale and transfer. This will be an item for individual action at the June 10 board meeting.
- b. Fall 2024 Bond Referendum and Ballot Language. Superintendent Hillmann updated the board on the bond referendum informational campaign and highlighted upcoming events. The board reviewed the Nov. 5, 2024 ballot language. The board will be asked to approve the ballot language at the June 10 board meeting.
- c. Status of Child Care in Northfield. Director of Community Education Erin Bailey reported on the status, availability, and challenges of child care in Northfield. Northfield Public Schools operates the Early Ventures Child Care Center which opened in 2006. Currently, Early Ventures has five classrooms and is licensed for 88 children. Early Ventures is located at the Northfield Community Education Center and is licensed by the Department of Human Services, Rule 3.

6. Committee Reports

Board member Miller submitted an update on the District Youth Council.

7. Consent Agenda

On a motion by Nelson, seconded by Miller, the board unanimously approved the consent agenda.

- a. Minutes. Minutes of the Regular School Board meeting held on May 13, 2024.
- b. Gift Agreements. Gift agreements included in the board packet.
- c. Personnel Items
 - i. Appointments
 1. Ruby Anderson, Summer Recreation Instructor Assistant with Community Ed Recreation, effective 5/29/2024-8/31/2024. \$14.00/hr.
 2. Elizabeth Campbell, Summer Recreation Instructor Assistant with Community Ed Recreation, effective 5/29/2024-8/31/2024. \$14.25/hr.
 3. Taylor Choudek, 1.0 Early Childhood Special Education Teacher at NCEC, beginning 8/22/2024. MA, step 9.
 4. Elizabeth Eaker, 1.0 FTE Long Term Substitute Elementary Music Teacher at Spring Creek, beginning 8/22/2024-11/21/2024. MA, Step 6
 5. Terrill Herbig, 1.0 FTE Long Term Substitute EL Teacher at the High School, beginning 4/29/2024-6/6/2024. Daily Sub Rate.
 6. Lydia Hershberger, Summer Recreation Instructor Assistant with Community Ed Recreation, effective 5/29/2024-8/31/2024. \$14.00/hr.
 7. Update: Natalie Jaeger, 1.0 FTE Math teacher at the High School, change from BA, step 4 to BA+20, step 4. Additional transcripts received.
 8. Joel Stuemke, 1.0 FTE First Grade Teacher at Bridgewater, beginning 8/22/2024. BA, Step 6
 9. Sydney Swedin, Summer Recreation Instructor Assistant with Community Ed Recreation, effective 5/29/2024-8/31/2024. \$14.25/hr.
 10. Jamie Duncan, 1.0 FTE Special Education DCD Teacher at Greenvale Park, effective 8/22/2024. BA, step 2.
 11. Kari Hemmingsen, 1.0 FTE Grade 8 Language Arts Teacher at the Middle School, effective 8/22/2024. BA, Step 6.
 12. Nora Kortuem, Summer Recreation Water Safety Instructor with Community Ed Recreation, effective 5/29/2024 through 8/31/2024. Step 2- \$16.25/hr
 13. Eloida Milian, 1.0 FTE Custodian at the Middle School, effective 5/24/2024. Step 2 - \$20.09/hr.
 14. McKenna Nelson, 1.0 FTE Grade 1 Teacher at Spring Creek, effective 8/22/24. BA, step 1.
 15. Osiris Perez, Targeted Services Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park and Middle School, effective 6/24/2024-8/8/2024. \$14.90/hr.
 16. Jessica Smieja, 1.0 LTS Grade 8 Language Arts at the Middle School, effective 8/22/2024-6/6/2025, BA, Step 6.
 17. Anadalay Zamora Rosas, Targeted Services Summer PLUS Site Assistant for up to 6 hours/day Mon.-Thurs. at Greenvale Park and Middle School, effective 6/24/2024-8/8/2024. \$14.90/hr.
 - ii. Increase/Decrease/Change in Assignment
 1. Alexis Albers, KidVentures Site Assistant for up to 15 hours/week at Greenvale Park, change to KidVentures Site Assistant Substitute on call as needed at Spring Creek, effective 6/7/24-8/30/24.
 2. Addie Barber, KidVentures Site Assistant for up to 15 hours/week at Greenvale Park, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/7/24-8/30/24.
 3. Trish Beacom, Early Ventures Site Assistant 40 hours/week at NCEC, change to EarlyVentures Site Assistant for up to 40 hours/week at NCEC, effective 6/7/24-8/30/24.
 4. Adriana Bermudez, EarlyVentures Asst. Teacher Substitute and EA on call as needed at NCEC, change to EarlyVentures Teacher for up to 40 hours/week at NCEC, effective 6/7/24-8/23/24.
 5. Alix Bettin, KidVentures Site Assistant for up to 15 hours/week at Greenvale Park, change to KidVentures Site Assistant Substitute on call as needed at Spring Creek, effective 6/7/24-8/30/24.
 6. Amy Boecker, KidVentures Site Assistant for up to 7.25 hours/week at Greenvale Park, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/7/24-8/21/24.
 7. Mairin Born, Grade 1 Teacher at Spring Creek, add Targeted Services Summer PLUS Site Assistant for up to 6.5 hours/day Mon.-Thurs. at Greenvale Park, effective 6/24/2024-8/8/2024. \$40.00/hr.
 8. Russel Boyington, KidVentures Site Assistant for up to 10.5 hours/week at Greenvale Park, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/7/24-8/21/24.
 9. Amelia Brandt, KidVentures Site Assistant for up to 26 hours/week at Bridgewater, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/7/24-8/30/24.
 10. Hannah Braun, EarlyVentures Site Assistant for 40 hours/week at NCEC, change to EarlyVentures Site Assistant for up to 40 hours/week at NCEC, effective 6/7/24-8/30/24.
 11. Jasmin Celis, KidVentures Site Assistant for up to 15 hours/week at Spring Creek, change to KidVentures Site Assistant Substitute on call as needed at Spring Creek, effective 6/7/24-8/30/24.
 12. Anite Corwin, EarlyVentures Site Assistant for 40 hours/week at NCEC, change to EarlyVentures Site Assistant for up to 40 hours/week at NCEC, effective 6/7/24-8/30/24.
 13. Joshua Craft, KidVentures Site Assistant for up to 15 hours/week at Spring Creek, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/7/24-8/30/24.

14. Ashley Douglas, EA at Bridgewater, add Summer Targeted Services PLUS Site Assistant and Club Leader for up to 6 hours/week at Greenvale Park, effective 6/24/2024-8/8/2024. Site Assistant Step 4-\$16.35/hr., Club Leader \$24.30/hr.
15. Audrey Downs, KidVentures Site Assistant for up to 15 hours/week at Bridgewater, change to KidVentures Site Assistant for up to 15 hours/week at Spring Creek, effective 6/7/24-8/30/24.
16. Claire Edwards, KidVentures Site Assistant Substitute as needed on call at Spring Creek, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/7/24-8/21/24.
17. Elizabeth Emerson, EA at the High School, add Special Ed EA ESY for up to 5.5 hours/day at the Middle School, effective 6/27/2024-7/19/2024.
18. Nolan Feldhake, KidVentures Site Assistant for up to 15 hours/week at Spring Creek, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/7/24-8/30/24.
19. Adria Fischer, EarlyVentures Teacher for 40 hours/week at NCEC, change to EarlyVentures Teacher for up to 40 hours/week at NCEC, effective 6/7/24-8/30/24.
20. Ilana Forsgren, KidVentures Site Assistant for up to 8.5 hours/week at Bridgewater, change to KidVentures Site Assistant Substitute on call as needed at Spring Creek, effective 6/7/24-8/21/24.
21. Isabel Fleming, KidVentures Site Assistant Substitute on call as needed at Greenvale Park, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/7/24-8/30/24.
22. Aimee Gerdesmeier, KidVentures Site Leader for 35 hours/week at Spring Creek, change to KidVentures Site Leader for up to 40 hours/week at Spring Creek, effective 6/3/24-8/30/24.
23. Sara Gerdesmeier, EarlyVentures Site Assistant for 40 hours/week at NCEC, change to EarlyVentures Site Assistant for up to 40 hours/week at NCEC, effective 6/7/24-8/30/24.
24. Danielle Goodfellow, EarlyVentures Teacher for 40 hours/week at NCEC, change to EarlyVentures Teacher for up to 40 hours/week at NCEC, effective 6/7/24-8/30/24.
25. Lydia Hershberger, Summer Recreation Instructor Assistant with Community Ed Recreation, add Instructor Lead with Community Ed Recreation, effective 5/29/2024-8/31/2024 \$15/hr.
26. Kaitlyn Ims, KidVentures Site Assistant for up to 15 hours/week at Bridgewater, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/7/24-8/30/24.
27. Jill Keeley, EarlyVentures Teacher for 40 hours/week at NCEC, change to EarlyVentures Teacher for up to 40 hours/week at NCEC, effective 6/7/24-8/30/24.
28. Briana Lanham, KidVentures Site Assistant for 28.5 hours/week at Spring Creek, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/7/24-8/30/24.
29. Sara Line, Early Childhood Coordinator at the NCEC for 250 contract days/year at \$77,018, change to Early Childhood Coordinator at the NCEC for 225 contract days/year, effective 7/1/2024. \$95,000/yr.
30. Evan Loe, Summer Lifeguard with Community Ed Recreation, add Summer Instructor Assistant, and Summer Instructor Lead with Community Education Recreation, effective 5/29/2024 - 8/31/2024. Summer Instructor Assistant - \$14.25/hr., Summer Instructor Lead - \$15.25/hr.
31. Cheryl Mathison, Teacher at the ALC, add Boundary Waters Teacher for up to 40 hours at the ALC, effective 6/10/2024-6/14/2024. lane/step.
32. Allison Matthews, KidVentures Site Assistant for up to 15 hours/week at Greenvale Park, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/7/24-8/30/24.
33. Tonya Merritt, KidVentures Site Leader for 35 hours/week at Bridgewater, change to KidVentures Site Leader for up to 40 hours/week at Spring Creek, effective 6/3/24-8/30/24.
34. Lacey Neuman Bissonnette, KidVentures Site Leader for 35 hours/week at Greenvale Park, change to KidVentures Site Leader Substitute on call as needed at Spring Creek, effective 6/7/24-8/21/24.
35. Sandy Pelava, EarlyVentures Teacher for 40 hours/week at NCEC, change to EarlyVentures Teacher for up to 40 hours/week at NCEC, effective 6/7/24-8/30/24.
36. Nicole Rasmussen, KidVentures Site Assistant for up to 10 hours/week at Bridgewater, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/7/24-8/21/24.
37. Kelli Rehbein, EarlyVentures Teacher for 40 hours/week at NCEC, change to EarlyVentures Teacher for up to 40 hours/week at Spring NCEC, effective 6/7/24-8/30/24.
38. Megan Roe, EarlyVentures Teacher for 40 hours/week at NCEC, change to EarlyVentures Teacher for up to 40 hours/week at NCEC, effective 6/7/24-8/30/24.
39. Raine Scheuble, KidVentures Site Assistant for up to 15 hours/week at Bridgewater, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/7/24-8/30/24.
40. Angie Schewe, EarlyVentures Teacher Substitute on call as needed, change to EarlyVentures Teacher for up to 40 hours/week at Spring Creek, effective 6/7/24-8/23/24.
41. Mackenzie Schewe, EarlyVentures Teacher Substitute on call as needed at NCEC, change to EarlyVentures Teacher for up to 40 hours/week at NCEC, effective 6/7/24-8/30/24.
42. Roberta Schmidtke, EarlyVentures Site Assistant for up to 16 hour/week at NCEC, change to EarlyVentures Site Assistant for up to 40 hours/week at NCEC, effective 6/3/24-8/30/24.
43. Katie Schuman, EarlyVentures Teacher for 40 hours/week at NCEC, change to EarlyVentures Teacher for up to 40 hours/week at NCEC, effective 6/7/24-8/30/24.
44. Marea Sieger, KidVentures Site Assistant for up to 15 hours/week at Greenvale Park, change to KidVentures Site Assistant Substitute on call as needed at Spring Creek, effective 6/7/24-8/30/24.

45. Melissa Spitzack, Grade 3 Teacher at Spring Creek, add Summer Raider Fitness Instructor, effective 6/24/24-8/31/24, \$50/participant.
46. Eric Swan McDonald, Teacher at the ALC, add Boundary Waters Teacher for up to 40 hours at the ALC, effective 6/10/2024-6/14/2024. lane/step.
47. Grace Swanson, Community School Site Leader at Bridgewater, add Summer Targeted Services PLUS Site Leader for up to 6.5 hours/day Mon.-Thurs. at Greenvale Park, effective 6/24/2024-8/8/2024. Step 1-\$18.39/hr.
48. Cydney Ulvestad, EarlyVentures Teacher and KidVentures Site Assistant for up to 40 hours/week at NCEC and Greenvale Park, change to EarlyVentures Teacher and KidVentures Site Assistant for up to 40 hours/week at NCEC and Greenvale Park, effective 6/7/24-8/30/24.
49. Abby Vanyo, EarlyVentures Teacher for 40 hours/week at NCEC, change to EarlyVentures Teacher for up to 40 hours/week at NCEC, effective 6/7/24-8/30/24.
50. Luke VanZuilen, Teacher at the High School, add Summer Weight Room Lead with Community Ed Recreation, effective 6/10/2024-8/31/2024. \$30.00/hr.
51. Katie Wagner, KidVentures Site Assistant for up to 15 hours/week at Bridgewater, change to KidVentures Site Assistant Substitute on call as needed at Spring Creek, effective 6/7/24-8/30/24.
52. Camden Waters, KidVentures Site Assistant for up to 15 hours/week at Bridgewater, change to KidVentures Site Assistant for up to 40 hours/week at Spring Creek, effective 6/7/24-8/30/24.
53. Carley Amys-Roe, Gen Ed EA for 6.0 hours/day at Bridgewater, add Special Ed EA/PCA for 1.0 hours/day at Bridgewater, effective 8/26/2024.
54. Michelle Anderson, Special Ed EA/PCA for 6.5 hrs/day and .50 hrs/day Gen Ed EA at Greenvale Park, change to Special Ed EA/PCA for 6.75 hrs/day and .50 Gen Ed EA at Greenvale Park, effective 8/26/24.
55. Sheila Atkinson, EA at Bridgewater, add Special Ed EA/PCA ESY for up to 5.5 hours/day at Greenvale Park, effective 7/15/2024-7/19/2024.
56. Sheila Atkinson, Special Ed EA/PCA for 6.50 hours/day and Gen Ed EA for .50 hours/day at Bridgewater, change to Special Ed EA/PCA for 6.75 hours/day and Gen Ed EA for .50 hour/day at Bridgewater, effective 8/26/2024.
57. Correction: Trish Beacom, Early Ventures Teacher at NCEC for 40 hours/week, change to Early Venture Teacher at NCEC for up to 40 hours/week, effective 6/7/24-8/30/24.
58. Russel Boyington, Gen Ed EA for 2.5 hrs/day at Greenvale Park for 2023-2024, change to Gen Ed EA 2.5 hrs/day at Greenvale Park for 2024-2025, effective 8/26/24.
59. Elizabeth Campbell, Summer Recreation Instructor Assistant with Community Ed Recreation, add Instructor Lead with Community Ed Recreation, effective 5/29/2024-8/31/2024, Step 2- \$15.25/hr.
60. Lynnsey Carlsen, Special Ed EA/PCA for 6.75 hours/day at Bridgewater, change to Special Ed EA/PCA for 6.25 hours/day at Bridgewater, effective 8/26/2024.
61. Ashley Douglas, Special Ed EA/PCA for 6.75 hours/day at Bridgewater, add Gen Ed EA for .50 hours/day at Bridgewater, effective 8/22/2024.
62. Rikki Drewitz, Media EA for 7.00 hrs/day and .25 hrs/day Supervision at the Middle School, change to Media Center EA for 7.0 hrs/day, effective 8/26/24.
63. Elizabeth Emerson, Special Ed EA/PCA at the High School, change to Special Education DCD/LI teacher at the High School, effective 8/22/24, BA, Step 1, pending obtaining appropriate Minnesota teaching licensure.
64. Alison Flannery, Special Ed EA/PCA 2.75 hours/day and 1.0 hrs/day Kindergarten at Greenvale Park, change to Special Ed EA/PCA for 4.0 hrs/day and 1.0 hrs/day Kindergarten, effective 8/26/24
65. Amy Hales, Special Ed EA/PCA for 3.5 hrs/day at the Middle School, change to SpEd EA/PCA for 6.75 hrs/day at the Middle School, effective 8/26/24.
66. Teresa Hasse, Special Ed EA/PCA for 6.75 hrs/day and Gen Ed Supervisory EA for .25/hrs day at Spring Creek, change to Gen Ed EA for 4.0 hrs/day, effective 8/26/24.
67. Mara Hessian, Special Ed EA/PCA for 6.92 hours/day at Bridgewater, change to Special Ed EA/PCA for 6.75 hours/day at Bridgewater, effective 8/26/24.
68. Khara Huffstutter, Special Ed EA/PCA for 6.0 hours/day at Bridgewater, change to Special Ed EA/PCA for 6.75 hours/day and Gen Ed EA for .50 hours/day at Bridgewater, effective 8/26/2024.
69. Juley Jenkinson, Media EA for 5.5 hrs/day and Supervisory EA for .25 hrs/day at Spring Creek, change to Media EA for 5.5 hrs/day, effective 8/26/24.
70. Nora Kortuem, Summer Recreation Water Safety Instructor with Community Ed Recreation, add Summer Recreation Lifeguard with Community Ed Recreation, effective 5/29/24 through 8/31/24. \$14.25/hr.
71. Katie Malecha, Special Ed EA/PCA for 6.75 hours/day and Gen Ed EA for .50 hours/day at Bridgewater, change to Special Ed EA/PCA for 7.00 hours/day at Bridgewater, effective 8/26/24.
72. Alexandra McFarlane, Special Ed EA/PCA for 6.75 hrs/day at Spring Creek, add .25 hrs/day Gen Ed supervisory EA, effective 8/26/24.
73. Shanise Morris, Special Ed EA/PCA for 5.5 hrs/day at the Middle School, change to Special Ed EA/PCA for 6.75 hrs/day and .25 Gen Ed Supervisory at the Middle School, effective 8/26/24.
74. Jacob Odell, Work Based Learning Teacher at the High School, add Special Ed Teacher ESY for up to 5.75 hours/day at the Middle School, effective 6/27/2024-7/19/2024. Lane/step

75. Nolan Nagy, Summer Seasonal Grounds-Step 2, \$17.25/hr, change to Summer Seasonal Grounds-Step 3, effective 5/14/24. \$18.00/hr
76. Nicole Rasmussen, Special Ed EA/PCA for 6.75 hours/day at Bridgewater, change to Special Ed EA/PCA for 7.0 hours/day at Bridgewater, effective 8/26/2024.
77. Lizbeth Ramirez, Special Ed EA/PCA for 5.25 hrs/day at Greenvale Park, change to Special Ed EA/PCA for 6.75 hrs/day and .50 hrs/day Gen Ed EA at Greenvale Park, effective 8/26/24.
78. Amanda Rezac, Special Ed EA/PCA at the High School, add Special Ed EA/PCA ESY for up to 5.5 hours/day at Greenvale Park, effective 6/27/2024-7/19/2024.
79. Deborah Seitz, Special Education Teacher at the Middle School, add Special Ed Teacher ESY for up to 5.75 hours/day at the Middle School, effective 6/27/2024-7/19/2024. Lane/step
80. Christina Smith-Lee, Special Ed EA/PCA for 6.75 hours/day at Bridgewater, change to Special Ed EA/PCA for 7.00 hours/day at Bridgewater, effective 8/26/2024.
81. Sydney Swedin, Summer Recreation Instructor Assistant with Community Ed Recreation, add Summer Recreation Lead with Community Ed Recreation, effective 5/29/24 through 8/31/24. \$15.25/hr and Summer Lifeguard, \$14.25/hr.
82. Veronica Thomas, Special Ed EA/PCA for 5.33 hrs/day and .25 Gen Ed supervisory EA at Spring Creek, change to Special Ed EA/PCA for 6.75 hrs/day and .25 Gen Ed supervisory EA at Spring Creek, effective 8/26/24.
83. Jessica Toft, Special Ed EA/PCA for 4 hours/day at Bridgewater, change to Special Ed EA/PCA for 3.38 hours/day at Bridgewater, effective 8/26/2024.
84. Katrina Warner, Special Ed EA/PCA for 6.0 hours/day and Gen Ed EA for 1.25 hours/day at Bridgewater, change to Special Ed EA/PCA for 6.25 hours/day and Gen Ed EA for 1.00 hour/day at Bridgewater, effective 8/26/2024.
85. Karrie Vogel, 6.5 hrs/day Special Ed EA/PCA at Spring Creek, change to 6.75 hrs/day SpEd EA/PCA and .25 hrs/day Gen Ed EA, effective 8/26/24.
86. Carina Zick, Special Ed EA/PCA at Spring Creek, add Special Ed EA/PCA ESY for up to 5.5 hours/day at Greenvale Park, effective 6/27/2024-7/19/2024.
87. Carina Zick, Special Ed EA/PCA for 6.75 hrs/day at Spring Creek, add .50 hrs/day Gen Ed supervisory, effective 8/26/24.

iii. Leave of Absence

1. Arleene Gallardo, HR Generalist at the District Office, FMLA leave of absence beginning May 8, 2024, and end date to be determined.
2. Mckenzie Malecha, Early Venture Teacher at NCEC, FMLA leave of absence beginning on or about August 23, 2024, through November 15, 2024.
3. Wendy Newman, Administrative Assistant at NCEC, medical leave of absence beginning May 15, 2024 through approximately 5/29/2024.
4. Heather Stanton Ims, School Social Worker at the Middle School, FMLA leave of absence beginning 5/21/2022 through the end of the 2023-24 school year.

iv. Retirements/Resignations/Terminations

1. Annie Kruse, Early Childhood Special Education Teacher at NCEC, resignation effective 6/30/24. Annie will move to a Coordinator position within the District.
2. Oscar Marquez, Custodian at the Spring Creek, resignation effective 5/14/2024.
3. Tony Rezac, Custodian at the Middle School, resignation effective 5/29/2024.
4. Leah Driscoll, Special Education Teacher at Bridgewater, resignation effective at the end of the 2023-2024 school year, but will teach ESY effective 6/27/24 through 7/19/24.
5. Ryan Driscoll, Teacher at Greenvale Park, resignation effective at the end of the 2023-2024 school year.
6. Alexandra Bornhauser, Assistant Volleyball Coach, resigned effective 5/23/24.

v. Administration is recommending the approval of the following employment agreements covering the period of July 1, 2024 through June 30, 2026:

1. Child Nutrition
2. Office Employees

8. Items for Individual Action

- a. Policy Committee Recommendations. On a motion by Butler, seconded by Miller, the board unanimously approved the policy committee's recommended updates to policies 533 and 809.1 as presented.
- b. Proposed 2024-25 Budgets - All Funds. On a motion by Miller, seconded by Butler, the board unanimously approved the proposed 2024-25 budgets as presented.

<u>Fund</u>	<u>Revenues</u>	<u>Expenditures</u>
General Fund	\$67,744,818	\$66,853,904
Child Nutrition	\$ 2,550,906	\$ 2,746,877

Community Education	\$ 3,633,084	\$ 3,964,204
Debt Service	\$ 4,322,700	\$ 4,027,009
Internal Service	\$11,298,342	\$11,336,200

9. Items for Information

- a. Graduation. ALC graduation is scheduled at 6:00 p.m. on Friday, May 31 in the Middle School Auditorium. Northfield High School's graduation is scheduled at 2:00 p.m. on Sunday, June 9 at Memorial Field. Board members should meet in the high school office at 1:30 p.m. on June 9.

10. Future Meetings

- a. Monday, June 10, 2024, 4:00 p.m., Board Work Session, Northfield DO Boardroom
- b. Monday, June 10, 2024, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- c. Monday, July 8, 2024, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom
- d. Monday, July 22, 2024, 5:00 p.m., Workshop, Northfield DO Boardroom
- e. Monday, August 12, 2024, 6:00 p.m., Regular Board Meeting, Northfield DO Boardroom

11. Adjournment

On a motion by Quinnell, seconded by Butler, the board unanimously approved to adjourn the regular board meeting at 7:11 p.m.

Amy Goerwitz
School Board Clerk

RESOLUTION ACCEPTING DONATIONS

The following resolution was moved by _____ and seconded by _____:

WHEREAS, Minnesota Statutes 123B.02, Sub. 6 provides: “ The board may receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education.”; and

WHEREAS, Minnesota Statutes 465.03 provides: “Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”; and

WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full;

THEREFORE, BE IT RESOLVED, that the School Board of Northfield Public Schools, ISD 659, gratefully accepts the following donations as identified below:

The vote on adoption of the Resolution was as follows:

Aye:

Nay:

Absent:

Whereupon, said Resolution was declared duly adopted.

By: Claudia Gonzalez-George, Chair

By: Amy Goerwitz, Clerk

Date of the bequest, donation, or gift:	Amount:	Who the bequest, donation, or gift is from:	What is the bequest, donation, or gift for?
5/17/24	\$250.00	Uriah Peterson	Principal's discretion
5/24/24	\$200.00	Bierman's Home Furnishings	NCEC Carnival
5/10/24	\$100.00	Premier Bank	boys tennis general needs- end of year banquet
5/29/24	\$50.00	Randy Jennings	MS Golf team
6/4/24	\$8,500.00	St. Paul & Minnesota Foundation	Americorp Groundwork Fellow - Community Education
6/4/24	\$3,000.00	St. Paul & Minnesota Foundation	Dakota Prairie Adult Basic Educaiton Program
6/4/24	\$1,500.00	St. Paul & Minnesota Foundation	ALC Backpack Food Program
5/22/24	\$250.00	ACET Inc	Kids won a VAPE contest - School also gets a donation
6/5/2024	\$25.00	Jackie and Daron Dulac	Dennis Altstaetter Memorial Scholarship

TO: Dr. Matt Hillmann, Superintendent
FROM: Val Mertesdorf, Director of Finance 
DATE: June 10, 2024
RE: Board Approval of Financial Reports – February 2024

We request that the Board of Education approve paid bills, payroll, bond payments, electronic funds transfers, investments and financial reports for the month of February 2024.

Bills totaling \$2,609,232.49 were paid in February 2024.

Payroll checks totaling \$3,769,864.29 were issued in February 2024.

No bond payments were paid in February 2024.

At the end of February 2024 Total Cash and Investments amounted to \$20,412,937.62.
Wire transfers initiated by the district during February 2024:

\$550,000.00 From Frandsen General to Frandsen Sweep

\$500,000.00 From Frandsen Sweep to Frandsen General

The following financial reports for February 2024 are included to show the current cash and investment balances, details of disbursements and electronic funds transfers.

1. Treasurer's Report
2. Disbursement Report

February 2024 Treasurer's Report

FUNDS	BALANCE BEGINNING OF MONTH	RECEIPTS	DISBURSEMENTS	JOURNAL ENTRIES	BALANCE END OF MONTH
GENERAL FUND	2,257,307.20	5,539,983.37	4,716,467.26	(925,786.28)	2,155,037.03 *
FOOD SERVICE	982,258.62	264,623.27	281,095.56	3,685.46	969,471.79
COMMUNITY ED	805,697.94	205,398.22	343,874.20	(668.36)	666,553.60
CONSTRUCTION ACCOUNT	-	23,346.88	-	-	23,346.88
DEBT SERVICE	2,025,094.07	8,873.86	-	-	2,033,967.93
SELF INSURANCE	2,863,221.16	40,840.04	1,037,659.76	931,614.19	2,798,015.63
TOTALS	8,933,578.99	6,083,065.64	6,379,096.78	8,845.01	8,646,392.86
GENERAL FUND INVESTMENT	11,766,544.76	-	-	-	11,766,544.76 *
CONSTRUCTION INVESTMENT	-	-	-	-	-
	11,766,544.76	-	-	-	11,766,544.76
GRAND TOTALS	20,700,123.75	6,083,065.64	6,379,096.78	8,845.01	20,412,937.62

*General Fund includes Certificate of Deposit amount

Disbursement Report

ISD 659 - Northfield

February 2024

Disbursements:

Bills Paid:

General Fund	\$ 1,394,339.08	
Food Service Fund	138,478.18	
Community Services Fund	38,755.47	
Construction Fund	-	
Trust & Agency Fund	-	
Self Insurance Fund	1,037,659.76	
Total Bills Paid	<u>1,037,659.76</u>	2,609,232.49

Payroll:

General Fund	3,322,128.18	
Food Service Fund	142,617.38	
Community Services Fund	305,118.73	
Trust Fund	-	
Self Insurance Fund	-	
Total Payroll	<u>3,769,864.29</u>	3,769,864.29

Bond Payments:

Debt Redemption Fund	<u>-</u>	
Total Bond Payments		<u>-</u>
Total Disbursements		<u><u>\$6,379,096.78</u></u>



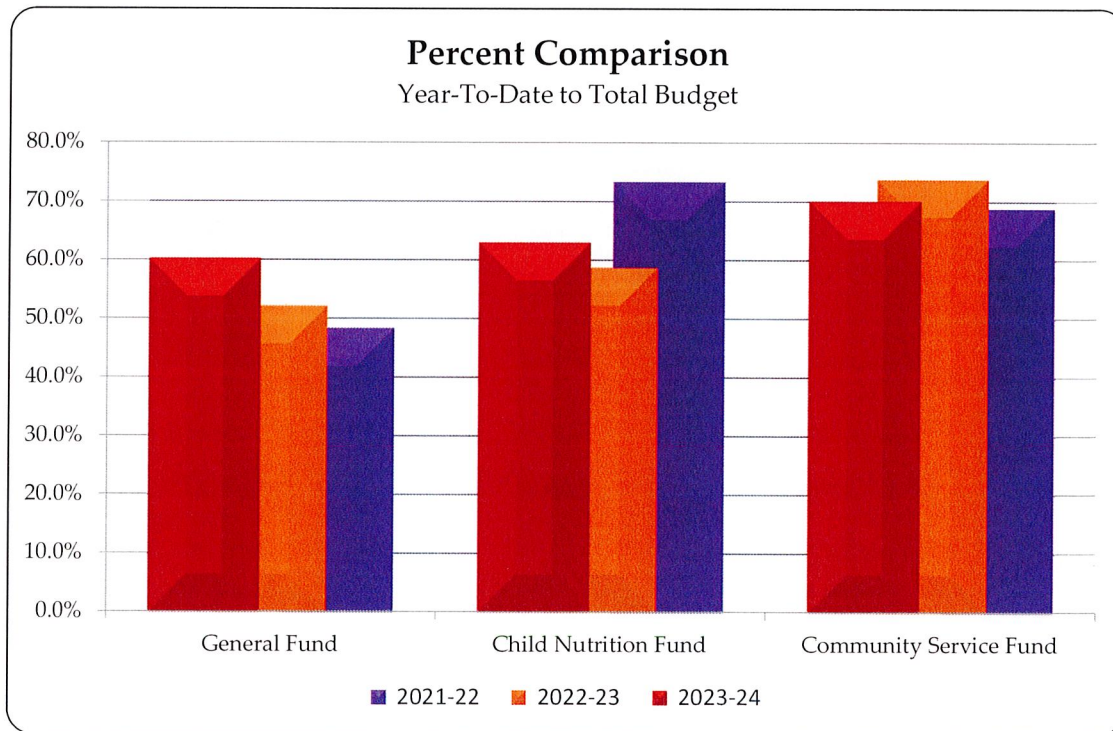
Northfield

PUBLIC SCHOOLS

STATEMENT OF REVENUES

For the month ended February 29, 2024

Fund	Year-To-Date	Budget	YTD as % of Budget		
			2023-24	2022-23	2021-22
General Fund					
Property Taxes	\$ 6,484,682	\$ 15,232,888	42.6%	42.3%	42.7%
State Sources	25,011,740	44,193,234	56.6%	53.9%	51.9%
Federal Sources	3,732,685	1,724,951	216.4%	47.6%	14.9%
Local Sources	2,555,553	1,612,435	158.5%	125.3%	75.8%
Total	\$ 37,784,660	\$ 62,763,508	60.2%	52.1%	48.3%
Child Nutrition Fund	\$ 1,516,154	\$ 2,407,584	63.0%	58.7%	73.3%
Community Service Fund	2,336,311	3,333,364	70.1%	73.8%	68.7%
Debt Service Fund	4,054,268	6,301,210	64.3%	60.8%	62.7%
Internal Service Fund	6,069,393	11,396,574	53.3%	65.0%	76.1%
Total All Funds	\$ 51,760,786	\$ 86,202,240	60.0%	55.4%	57.9%

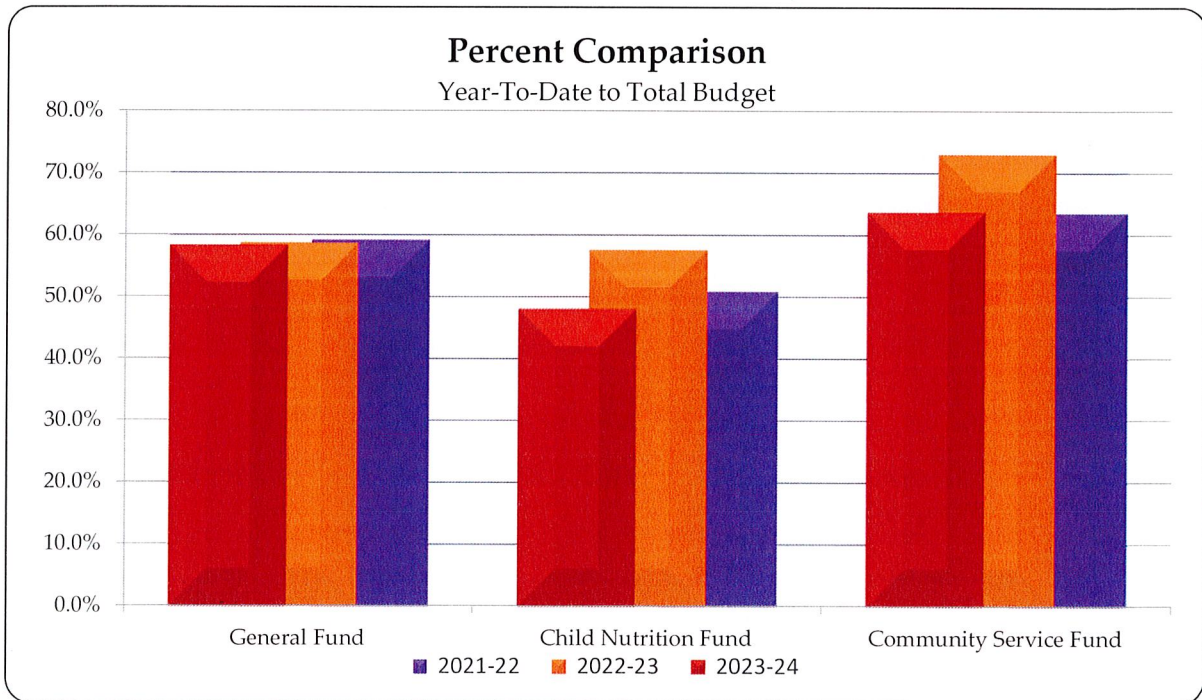




STATEMENT OF EXPENDITURES

For the month ended February 29, 2024

Fund	Year- To-Date	Budget	YTD as % of Budget		
			2023-24	2022-23	2021-22
General Fund					
Salaries	\$ 20,044,541	\$ 35,792,422	56.0%	55.7%	55.8%
Benefits	8,051,222	14,149,541	56.9%	57.7%	52.4%
Purchased Services	4,614,319	6,705,041	68.8%	60.9%	75.1%
Supplies & Materials	1,830,599	2,838,055	64.5%	72.0%	95.8%
Capital Expenditures	1,627,358	2,365,978	68.8%	79.7%	77.1%
Other Expenses	161,156	496,127	32.5%	58.2%	31.9%
Total General Fund	\$ 36,329,195	\$ 62,347,164	58.3%	58.6%	59.1%
Child Nutrition Fund	\$ 1,270,327	\$ 2,645,006	48.0%	57.5%	50.8%
Community Service Fund	2,205,175	3,463,457	63.7%	73.0%	63.5%
Debt Service Fund	5,907,959	5,912,409	99.9%	99.9%	100.0%
Internal Service Fund	6,532,745	11,094,171	58.9%	57.6%	75.7%
Total All Funds	\$ 52,245,401	\$ 85,462,207	61.1%	63.3%	63.9%



Policy 507 CORPORAL PUNISHMENT AND PRONE RESTRAINT

I. PURPOSE

The purpose of this policy is to describe limitations on use of corporal punishment and prone restraint upon a student in the Northfield School District.

II. GENERAL STATEMENT OF POLICY

No employee or agent of the district or charter school shall inflict corporal punishment or use prone restraint upon a student except as provided below.

III. DEFINITIONS

1. "Corporal punishment" means conduct involving:
 - a. Hitting or spanking a person with or without an object.
 - b. Unreasonable physical force that causes bodily harm or substantial emotional harm.
2. "Employee or agent of the district" does not include a school resource officer as defined in Minnesota Statutes, section 626.8482, subdivision 1, paragraph (c).
3. "Prone restraint" means placing a child in a face-down position.

IV. PROHIBITIONS

1. An employee or agent of a district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.
2. An employee or agent of a district ~~shall not use prone restraint, including a school resource officer, security personnel, or police officer contracted with a district, shall not use prone or compressive restraint except that the restrictions on prone and compressive restraints do not apply under the circumstances enumerated in Minnesota Statutes, [section 609.06, subdivision 1\(1\)](#). All peace officers, including those who are school resource officers or otherwise agents of a school district, may use force as reasonably necessary to carry out official duties, including, but not limited to, making arrests and enforcing orders of the court.~~
3. An employee or agent of a district, ~~including a school resource officer, security personnel, or police officer contracted with a district,~~ shall not inflict any form of physical holding that restricts or impairs a pupil's ability to breathe; restricts or impairs a pupil's ability to communicate distress; places pressure or weight on a pupil's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a pupil's torso.
4. Conduct that violates this Article is not a crime under Minnesota Statutes, section 645.241, but may be a crime under Minnesota Statutes, chapter 609 if the conduct violates a provision of Minnesota Statutes, chapter 609. Conduct that violates IV.1 above is not per se corporal punishment under the statute. Nothing in this

Minnesota Statutes, section 121A.58 or 125A.0941 precludes the use of reasonable force under Minnesota Statutes, section 121A.582. The use of reasonable force as set forth in Section V does not authorize conduct prohibited pursuant to Minnesota Statutes, section 125A.0942.

V. ~~SCHOOL STAFF AND USE OF REASONABLE FORCE~~

1. Reasonable force may be used upon or toward the person of another without the other's consent when used by a teacher, school principal, school employee, school bus driver, or other agent of the school in the exercise of lawful authority, to restrain a child or pupil to prevent bodily harm or death to the child, pupil, or another.
2. Reasonable force may be used upon or toward the person of a child without the child's consent when used by a teacher, school principal, school employee, school bus driver, other agent of the district, or other member of the instructional, support, or supervisory staff upon or toward a child or pupil when necessary to restrain the child or pupil to prevent bodily harm or death to the child, pupil, or another pursuant to [Minnesota Statutes, section 609.379](#). Nothing in section 609.379 limits any other authorization to use reasonable force including but not limited to authorizations under [Minnesota Statutes, section 121A.582, subdivision 1](#), and [section 609.06, subdivision 1](#).
3. A teacher, school principal, and other school staff may use reasonable force under the conditions set forth in Policy 506 (Student Discipline) and the Student Citizenship Handbook.

VI. VIOLATION

Employees who violate the provisions of this policy shall be subject to disciplinary action. Any such disciplinary action shall be made pursuant to and in accordance with applicable statutory authority, collective bargaining agreements and district policies. Violation of this policy may also result in civil or criminal liability for the employee.

Policy 507 Corporal Punishment and Prone Restraint

Adopted: 02.26.2007; Statutory Update: 10.28.2021, 07.10.2023, 01.08.2024, INSERT DATE

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Legal References: [Minn. Stat. § 121A.58 \(Corporal Punishment\)](#)
[Minn. Stat. § 121A.582 \(Student Discipline; Reasonable Force\)](#)
[Minn. Stat. § 123B.25 \(Actions Against Districts and Teachers\)](#)
[Minn. Stat. § 125A.0941 \(Definitions\)](#)
[Minn. Stat. § 123A.0942 \(Standards for Restrictive Procedures\)](#)
[Minn. Stat. § 609.06, Subd. 1 \(6\)\(7\) \(Authorized Use of Force\)](#)
[Minn. Stat. § 609.379 \(Permitted Actions\)](#)
[Minn. Stat. § 626.8482 \(School Resource Officers: Duties; Training; Model Policy\)](#)
[Minn. Stat. § 645.241 \(Punishment for Prohibited Acts\)](#)
[Op. Atty. Gen. 169f \(August 22, 2023\) \(School Pupils: Discipline\)](#)
[Op. Atty. Gen. 169f Supp. \(September 20, 2023\) \(School Pupils: Discipline\)](#)

Cross References: MSBA/MASA Model Policy 403 (Dismissal of Employees)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 507.5 (School Resource Officers)

POLICY 514 BULLYING PROHIBITION

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The Northfield School District cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the district in its normal operations, the district intends to prevent bullying and to take action to investigate, respond to, remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited:
1. On the school premises, on district property, at school functions or activities, and on school transportation.
 2. By the use of electronic technology and communications on the school premises, during the school functions or activities, on the school transportation, or on the school computers, networks, forums, and mailing lists.
 3. By use of electronic technology and communications off the school premises to the extent such use substantially and materially disrupts student learning or the school environment.
- B. A school-aged child who voluntarily participates in a public school activity, such as a co-curricular or extracurricular activity, is subject to the policy provisions applicable to the public school students participating in the activity.
- C. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their willful indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying

regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources. This policy also applies to sexual exploitation.

- D. Malicious and sadistic conduct involving race, color, creed, national origin, sex, age, marital status, status with regard to public assistance, disability, religion, sexual harassment, and sexual orientation and gender identity as defined in Minnesota Statutes, chapter 363A is prohibited. This prohibition applies to students, independent contractors, teachers, administrators, and other school personnel.
- E. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- F. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- G. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- H. False accusations or reports of bullying against another student are prohibited.
- I. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the district's policies and procedures, including the district's discipline policy. The district may take into account the following factors:
 - 1. The developmental ages and maturity levels of the parties involved.
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior.
 - 3. Past incidences or past or continuing patterns of behavior.
 - 4. The relationship between the parties involved.
 - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from district property and events.

- J. The district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. “Bullying” means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
1. An actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern.
 2. Materially and substantially interferes with a student’s educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, “bullying,” specifically includes cyberbullying malicious and sadistic conduct and sexual exploitation.

- B. “Cyberbullying” means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social media website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. “Intimidating, threatening, abusive, or harming conduct” means, but is not limited to, conduct that does the following:
1. Causes physical harm to a student or a student’s property or causes a student to be in reasonable fear of harm to person or property.
 2. Under Minnesota common law, violates a student’s reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student.
 3. Is directed at any student or students, including those based on a person’s actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional

characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.

- E. "Malicious and sadistic conduct" means creating a hostile learning environment by acting with the intent to cause harm by intentionally injuring another without just cause or reason or engaging in extreme or excessive cruelty or delighting in cruelty.
- F. "On school premises, on district property, at school functions or activities, or on school transportation" means all district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school-sponsored activities, events, or trips. District property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.
- G. "Prohibited conduct" means bullying, cyberbullying, malicious and sadistic conduct, sexual exploitation, or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about prohibited conduct.
- H. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- I. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building, on the district's website or available in the district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving

reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three school days of the receipt of a complaint or report of bullying or other prohibited conduct, the district shall undertake or authorize an investigation by the building report taker or a third party designated by the district.
- B. The building report taker or other appropriate school district officials may take

immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.

- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. District action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy and other applicable school district policies; and applicable regulations.
- E. The district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or

intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in this policy.

VII. TRAINING AND EDUCATION

- A. ~~Consistent with its applicable policies and practices, the district shall~~ must discuss this policy with students, school personnel and volunteers and provide appropriate training for all to school district personnel to prevent identify and respond to prohibited conduct regarding this policy. The district ~~shall~~ must establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the district. The district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. The district shall require ongoing professional development, consistent with Minnesota Statutes, section 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct.
 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct.
 3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school.
 4. The incidence and nature of cyberbullying.
 5. Internet safety and cyberbullying.
- C. The district annually will provide education and information to students regarding bullying, including information regarding this district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate

instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment.
 2. Partner with parents and other community members to develop and implement prevention and intervention programs.
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment.
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person.
 5. Teach students to advocate for themselves and others.
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct.
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy in the Student Citizenship Handbook.

VIII. NOTICE

- A. The district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.
- B. ~~This policy or a summary thereof~~ Article II, paragraph D, regarding malicious and

sadistic conduct must be conspicuously posted throughout each school building. This policy shall be conspicuously posted in the administrative offices of the school and school district in summary form, ~~and in the office of each school.~~

- C. This policy must be distributed to each school district or school employee and independent contractor, if the contractor regularly interacts with students, at the time of employment with the district or the school. ~~hiring or contracting.~~
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the languages appearing on the school district's or a school's website, consistent with the district policies and practices.
- F. ~~Each school must develop a process for discussing this policy with students, parents of students, independent contractors, and school employees.~~
- G. The district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

The school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minnesota Statutes, sections 121A.031 and 121A.0312 and other applicable law. Revisions shall be made to the extent practicable in consultation with students, parents, and community organizations.

Policy 514 Bullying Prohibition

Adopted: 08.26.2006; Revised: 11.22.2010, 04.23.12, 07.14.14; Non-Substantive Update: 08.26.2021;
Statutory Update: 07.10.2023

Board of Education

INDEPENDENT SCHOOL DISTRICT NO. 659

Northfield, Minnesota

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
Minn. Stat. § 120B.232 (Character Development Education)
Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
Minn. Stat. § 121A.031 (School Student Bullying Policy)
Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
Minn. Stat. § 121A.0312 (Malicious and Sadistic Conduct)
Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
Minn. Stat. § 121A.69 (Hazing Policy)
Minn. Stat. § Ch. 124E (Charter School)
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References:

MSBA/MASA Board Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Board Policy 413 (Harassment and Violence)
MSBA/MASA Board Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Board Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
MSBA/MASA Board Policy 423 (Employee-Student Relationships)
MSBA/MASA Board Policy 501 (School Weapons Policy)
MSBA/MASA Board Policy 506 (Student Discipline)
MSBA/MASA Board Policy 507 (Corporal Punishment)
MSBA/MASA Board Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Board Policy 521 (Student Disability Nondiscrimination)
MSBA/MASA Board Policy 522 (Title IX Sex Nondiscrimination)
MSBA/MASA Board Policy 524.2 (Use of Technology and Telecommunications Systems by Students)
MSBA/MASA Board Policy 526 (Hazing Prohibition)
MSBA/MASA Board Policy 709 (Student Transportation Safety)
MSBA/MASA Model Policy 711 (Video Recording on School Buses)
MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)



Northfield Public Schools
Northfield, MN

EXTENDED FIELD TRIP FORM

Staff Member(s) Responsible (Name and phone): T.J. Austin (512) 787-3574

School and Program: Northfield FFA

Date of Requested Trip: 6/20/24

1. What group is taking this trip? FFA

2. Estimated # of Students: 10 # Adult Supervisors: 2

3. Destination: Minneiska, MN

4. Date/Time of Departure: 6/20 11:00am

5. Date/Time of Return: 6/21 12:00 pm

6. State purpose and/or educational value of trip (attach information to form if needed).

FFA Chapter Officer retreat. Prepare and plan the '24-'25 POA (Program of Activities) for the year. Team building activities.

7. Name the manner of travel and the carrier.

Individual or car pool w/ appropriate district approved permission slip

8. State housing arrangements (must include name, address and phone number of hotel).

Riverview Radiance, 5 BR, 10 bed, 2.5 bath
Minneiska, Minnesota

9. List of coach, parent or guardian contact info. (Attach)

T.J. Austin
512-787-3574

~~Thomas Austin~~
taustin@northfieldschools.org

Bonnie Thoe-Austin
507-951-0882
thoebo@gmail.com

10. List participants (reminder to have participants complete parent/guardian permission form if applicable). (Attach)

Ella Pagel: President
Keith Harner: Vice President
Olivia Hohrman: Secretary

Kadan Wood: Treasurer
Macy Mueller: Reporter
Hector Villaneuva: Sentinel
Josie Kuennen: Historian

Grant Krefl
Lilly Duban
Tara Alaniz
Student Advisor

11. Indicate who will be in charge of supervising the trip (roles and responsibilities).

T.J. Austin ~ FFA Advisor ~ advise in decision making activities, trips and fundraising plans

12. State the safety precautions and procedures for emergencies while on the trip.

All students will stay on property while during stay. Students will have pre filled permission slips with emergency contacts, insurance and preferred medical facility

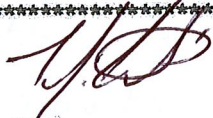
11. Give budget costs, how the trip will be funded and estimated cost per student.

\$700 total ~ (\$527 lodging, \$173 meals)

Funded by Randolph FFA Alumni & Northfield FFA donations


12. List any proposed precautions, special needs, special concerns, student concerns, - if applicable.

Parental permission or ride provided to and from location.

Signature of Staff Member Responsible: 

Date field trip request was submitted to Principal:

Principal/Administrator Signature and Date:

 5/30/24
Approved: Not Approved:

Superintendent Signature and Date: _____

Approved: _____ Not Approved: _____

School Board Review Date: _____

Approved: _____ Not Approved: _____

INDEPENDENT SCHOOL DISTRICT 659
NORTHFIELD, MINNESOTA
PERSONNEL POLICIES AND PRACTICES

Community Education Staff

Policy Extends from
July 1, 2024, through June 30, 2026

ARTICLE I
EMPLOYMENT

Section 1.01 – Introduction

These Personnel Policies and Practices contain information pertaining to your employment with Independent School District No. 659, Northfield (“District”). Please note that the information contained in this document may be changed from time to time. Nothing in this document establishes any form of a contract between you and the District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District terminate your employment at any time for any reason or no reason at all, consistent with the concept of at-will employment. When changes occur to the information contained in this document, the revisions will be issued to you. The statements contained in this Section 1.01 are subject to the requirements of any applicable law, such as the Veterans’ Preference Act, granting the employee employment rights.

Section 1.02 - Basic Services

Employees shall faithfully perform the services prescribed by the School Board or designated representative whether or not such services are specifically described in this manual or in a general job description, abide by the rules, regulations and policies as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the annual salary indicated in this contract.

Section 1.03 - Duty Year

The duty year shall be as listed in Appendices A and B. The employee shall perform services on those legal holidays on which the School Board so determines.

ARTICLE II
SALARIES

Section 2.01 - Compensation

The annual salary of positions covered by these policies shall be based upon the salary schedule set forth in Appendices A and B.

While the District reserves the right to set salaries, it will seek and receive input from employees and their supervisor regarding the salary structure. The input may be in the form of written or oral communication.

Section 2.02 – Experience Credit

Individuals employed before January 1st, who are still employed by the District on June 30th, shall for the purposes of salary increases be given credit for (1) year of experience.

Section 2.03 - Holidays

Employees working 20 hours or more per week, with a duty year of 245 or more work days, shall be entitled to the following ten (10) paid holidays: Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, Christmas Day, New Year’s Day, Martin Luther King, Jr. Day, Memorial Day, and Juneteenth. If the approved school calendar precludes the use of any of these days as holidays, an alternate day(s) shall be determined by the Superintendent.

Employees working 30 hours or more per week, with a duty year of 173 to less than 245 work days, shall be entitled to the following six (6) paid holidays: Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year’s Day, and Memorial Day. If the approved school calendar precludes the use of any of these days as holidays, an alternate day(s) shall be determined by the Superintendent.

ARTICLE III
LEAVES

Section 3.01 – Vacation

An employee who works a regular schedule of 20 or more hours per week, with a work year of at least 245 work days, shall be eligible for vacation.

Vacations for employees working at least 20 hours or more per week, for at least 245 works days per year, shall be as follows:

Year of Service in <u>District</u>	Number of Vacation <u>Days</u>
1 - 5	10
6-13	15
14+	20

Part-time employees will receive pro rata vacation. Vacation shall be available to the employee at the beginning of the year (July 1st), however, vacation is considered earned on a monthly basis. Individuals hired after July 1st will receive pro rata vacation provided the employee has been assigned to a position which normally consists of 245 work days or more.

Unused vacation must be taken within one year following the contract year in which it was earned. Vacation use will be as scheduled with and approved by their immediate supervisor.

There shall be no payment for unused, earned vacation balances upon termination or separation of employment, for any reason, with the School District.

Employees working fewer than 245 work days per year shall not receive vacation.

Section 3.02 - Sick Leave

Employees working 20 hours or more per week shall receive sick leave at the rates listed below to a maximum accumulation of 190 days. Part-time employees will receive sick leave on a pro rata basis.

Employees working a duty year of less than 52 weeks	10 days/year
Employees working a duty year of 52 weeks or more	12 days/year

Sick leave shall be available to the employee at the beginning of the year (July 1st), however, sick leave is considered earned on a monthly basis.

One day of leave allowance may be used by an employee for each day of absence due to illness or injury which precludes the employee from performing the duties of his/her position. Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee, or the employee's dependent child, or another individual as allowed by Minnesota law which prevented the employee's attendance at work on that day or days.

Any employee who has been absent may be required to present a statement from a doctor of medicine verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. Any employee absent more than five (5) consecutive working days must present such certification. If certification is required for an absence of fewer than six (6) days, the District will designate the physician and pay his/her fee. Charges for certification of absences greater than five (5) consecutive working days will be the responsibility of the District unless the employee requires examination by a specified physician, in which instance the employee will assume the cost of the examination.

An employee who is absent from work as a result of a compensable injury incurred in the service of the school district under the provisions of the Worker's Compensation Act shall be allowed to use accumulated sick leave or vacation pay in combination with Worker's Compensation to receive the employee's regular rate of pay. The school district will assume that the employee elects to do so, using sick leave first, then vacation, unless the employee notifies the district in advance that he or she elects not to use sick leave or vacation for this purpose. Benefit payments shall continue in accordance with state and federal laws.

There shall be no payment for unused, earned sick leave balances upon termination or separation of employment, for any reason, with the School District.

Section 3.03 – Disaster Leave

The Employer will provide paid disaster leave for employees who have exhausted accumulated sick leave days prior to the commencement of long-term disability insurance benefits. An employee will become eligible for paid disaster leave after the employee has been continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor. Disaster leave payments shall commence as of the duty day following the last day of sick leave payment, and shall continue only for the period during which the employee remains continuously disabled and unable to work.

Disaster leave payments shall cease in any event after the fortieth (40th) duty day of absence.

Section 3.04 – Bereavement Leave

Employees may be allowed up to ten (10) days per year of leave with pay in case of death. Bereavement leave may be used in the case of a death of family or friends.

Time off for bereavement shall be deducted from unused sick days.

Section 3.05 - Personal Business

The employee shall be allowed five (5) personal business days per year for business that ordinarily cannot be conducted outside the duty day with prior approval of their immediate supervisor. A deduction of these days will be made from sick leave. No more than three (3) days can be used consecutively. There shall be no paid personal business days for those employees who do not qualify for sick leave.

Section 3.06 - Leave of Absence Without Pay

The employee may apply for a leave of absence without pay in the event of personal extenuating circumstances. The employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave, subject to the requirements of applicable law.

Section 3.07 - Child Care Leave and Adoption Leave

Child care leaves under this section include maternity leave, parental leave and adoption leave. Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for those employee's that meet the current eligibility requirements of FMLA as outlined in Policy 410 and Policy 448. Child care leaves for those employees that do not meet the current eligibility requirements of FMLA shall be processed under the District Disability After Childbirth Policy – Policy 411.

- A. A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the employee for an extended period of time.
- B. An employee making application for child care leave shall inform the District in writing with intention to take the leave as soon as possible and at least one calendar month before commencement of the intended leave, except in unusual circumstances. The district and the employee will attempt to work out a satisfactory plan for the leave.
- C. If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a medical certification indicating the expected date of the delivery.
- D. Sick leave under Section 3.02 and long-term disability insurance under Article IV, Section 4.06, is available for the disabilities of pregnancy prior to the commencement of the child care leave. Such use of sick leave days shall run concurrently with parental leave days under paragraph I.
- E. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:

(1) Grant any leave more than six (6) months in length or to the beginning of the school year following such six (6) month period.

F. Failure of the employee to return pursuant to the date determined under this Section shall constitute the failure to work without first securing a release which is a ground for immediate discharge unless the school district and the employee mutually agree to an extension in the leave.

G. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave.

H. Up to twenty (20) days leave allowance may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.

I. Up to ten (10) days parental leave may be used within 30 days of the birth of a child, the days used to be deducted from sick leave. Employees that qualify for maternity leave are not eligible for these parental leave days.

J. Time off during the leave period shall not count toward a step advancement on the wage schedule. However, office employees will be advanced a step if they worked more than one-half of the duty days in their work year.

Section 3.08 – Religious Observance Leave

Up to three (3) days leave shall be granted to an employee for required religious observance. Such days must be recognized religious holidays and shall not be permitted for circumstances where personal alternative attendance options exist. A deduction of these days will be made from sick leave. Notification must be submitted to their immediate supervisor, in writing, at least three (3) days prior to such absence.

Section 3.09 – Judicial Duty

For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal court case, Northfield Public Schools will make up the difference between such employees basic salary and the fees (but not reimbursed expenses) received by the employee. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty. Advance notice to the immediate supervisor is required to permit the scheduling of a substitute. An employee is also required to notify the immediate supervisor immediately upon being excused from judicial duty.

Section 3.10 – Superintendent’s Discretionary Leave

Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. Such leave must be approved in advance by the superintendent or his/her authorized representative.

Section 3.11. – School Conference and Activities Leave

In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the District's substitute/leave reporting system. The Human Resources Director can waive the advanced written notice requirement in emergency situations under exceptional or unusual circumstances. In addition to the statutory definition of school conference and activity leave, employees may also use school conference and activity leave for post-secondary college visits for high school age students.

Such leave will be deducted from the employee's sick leave allowance.

ARTICLE IV
INSURANCE

Section 4.01– Insurance Eligibility

An employee must work a regular schedule of 20 or more hours per week for at least the number of student contact days in the board approved school calendar in order to be eligible for group insurance coverage.

Section 4.02 – District Obligation

The District's only obligation is to purchase the group insurance policies addressed below and pay such amounts as stated herein. No claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 4.03- Health and Hospitalization

The School District shall provide eligible employees an opportunity to enroll for either single or family coverage in the District health and hospitalization insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single and family coverage. The amounts listed below reflect a proration for employees who work less than full-time. The effective date for employer contributions shall be January 1 each year.

District Health Insurance Contributions

	<u>30 -40 hrs/wk</u>	<u>20 < 30 hrs/wk</u>
	<u>.75 to 1.0 Factor</u>	<u>.50 to .60 Factor</u>
<u>SINGLE</u>	Same as teachers agreement	.6 × teachers agreement
<u>FAMILY</u>	Same as teachers agreement	.6 × teachers agreement

Section 4.04 - Dental Insurance

The School District shall provide eligible employees with an opportunity to enroll for either single or family coverage in the District dental insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single or

family coverage. The amounts listed below reflect a proration for those employees who work less than full-time. The effective date for employer contributions shall be January 1 each year.

District Dental Insurance Contributions

	<u>30 -40 hrs/wk</u> <u>.75 to 1.0 Factor</u>	<u>20 < 30 hrs/wk</u> <u>.50 to .60 Factor</u>
<u>SINGLE</u>	Same as teachers agreement	.6 × teachers agreement
<u>FAMILY</u>	Same as teachers agreement	.6 × teachers agreement

Section 4.05 - Life Insurance

The School District shall provide, at District expense, a group term life insurance plan providing \$35,000 of coverage for each eligible employee. The eligible employees may purchase additional group term life insurance in increments of \$25,000 to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

Section 4.06 - Long-Term Disability Insurance

The School District shall pay the full premium for long-term disability insurance for eligible employees. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings.

Section 4.07 - Liability Insurance

The School District agrees to insure the employee for loss because of claims brought against him/her caused by any negligent act, error, omission, or breach of duty while acting within the scope of his/her employment or any claim against him/her solely by reason of the holding of his/her position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

Section 4.08 - Duration of Insurance Contribution

Upon separation of employment, all district participation and contribution toward group insurance benefits shall cease effective at the end of the month of the last working day except as provided under other provisions of this manual. However, the employee may be continued in the group insurance plans at his or her own expense for a period following separation determined by the insurance carrier and applicable laws.

ARTICLE V
OTHER BENEFITS

Section 5.01 - Travel

Necessary and approved transportation that is required of the employee in the performance of school duty shall be at the expense of the School District. The mileage reimbursement rate and the rate between buildings shall be set by the School Board.

Section 5.02 - Professional Improvement

The employee will participate in professional development activities which are directly related to his or her areas of responsibility and other areas designated by their immediate supervisor. The School District shall pay for all legally valid travel, lodging, and meal expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by their immediate supervisor.

Section 5.03 - Vandalism Reimbursement

The School District shall reimburse the employee for vehicular vandalism, which occurs in the course of the employee performing his or her required duties, in an amount up to \$500 in a given year toward the unreimbursed insurance deductible amount on the vehicle.

ARTICLE VI
RETIREMENT

Section 6.01 - 403(b) Matching Plan

Each year by October 1, eligible employees working 20 hours or more per week who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) plan. The School District will match an employee's contribution to a 403 (b) plan up to \$1,000 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account. The lifetime District contribution shall be capped at \$35,000.

**APPENDIX A
SALARIES AND DUTY YEAR
2024-25**

Position	Duty Year	Hourly Rate
Auditorium Technician	4.0 Hrs/Day up to 728 Annual Hours	\$26.94
Site Leader - Targeted Services – Step 1	260 days*	\$19.32
Site Leader - Targeted Services – Step 2	260 days*	\$19.72
Site Leader - Targeted Services – Step 3	260 days*	\$20.13
Site Leader – Targeted Services – Step 4	260 days*	\$21.25
Student Site Assistant – Step 1	260 days*	\$15.66
Student Site Assistant – Step 2	260 days*	\$16.07
Student Site Assistant – Step 3	260 days*	\$16.48
Student Site Assistant – Step 4	260 days*	\$17.18
Site Assistant – Step 1 (All Programs)	260 days*	\$17.80
Site Assistant – Step 2 (All Programs)	260 days*	\$18.43
Site Assistant – Step 3 (All Programs)	260 days*	\$19.06
Site Assistant – Step 4 (All Programs)	260 days*	\$19.71
Targeted Services Enrichment Coordinator/Club Leader	8 Hrs/Wk	\$25.53
Early Childhood Outreach Specialist	187 days*	\$22.80
Building Supervisor	Up to 10 hours/week	\$19.32
Venture/Community School Site Leader – Step 1	175-260 days*	\$22.89
Venture/Community School Site Leader – Step 2	175-260 days*	\$23.52
Venture/Community School Site Leader – Step 3	175-260 days*	\$24.16
Venture/Community School Site Leader – Step 4	175-260 days*	\$24.79
Venture/Community School Site Leader – Step 5	175-260 days*	\$25.43
Venture/Community School Site Leader – Step 6	175-260 days*	\$26.07
Early Venture Teacher – Step 1	260 days*	\$19.06
Early Venture Teacher – Step 2	260 days*	\$19.71
Early Venture Teacher – Step 3	260 days*	\$20.34
Early Venture Teacher – Step 4	260 days*	\$20.97
Early Venture Teacher – Step 5	260 days*	\$21.61
Early Venture Teacher – Step 6	260 days*	\$22.26
Early Venture Assistant Teacher – Step 1	260 days*	\$17.80
Early Venture Assistant Teacher – Step 2	260 days*	\$18.43
Early Venture Assistant Teacher – Step 3	260 days*	\$19.06
Early Venture Assistant Teacher – Step 4	260 days*	\$19.71
Early Venture Assistant Teacher – Step 5	260 days*	\$20.34
Early Venture Assistant Teacher – Step 6	260 days*	\$20.97

* The Community Services programs are market-driven. The duty year reflected is an estimate only.

**APPENDIX B
SALARIES AND DUTY YEAR
2025-26**

Position	Duty Year	Hourly Rate
Auditorium Technician	4.0 Hrs/Day up to 728 Annual Hours	\$28.31
Site Leader – Targeted Services – Step 1	260 days*	\$20.31
Site Leader – Targeted Services – Step 2	260 days*	\$20.73
Site Leader – Targeted Services – Step 3	260 days*	\$21.16
Site Leader – Targeted Services – Step 4	260 days*	\$22.33
Student Site Assistant – Step 1	260 days*	\$16.45
Student Site Assistant – Step 2	260 days*	\$16.88
Student Site Assistant – Step 3	260 days*	\$17.32
Student Site Assistant – Step 4	260 days*	\$18.06
Site Assistant – Step 1 (All Programs)	260 days*	\$18.71
Site Assistant – Step 2 (All Programs)	260 days*	\$19.37
Site Assistant – Step 3 (All Programs)	260 days*	\$20.03
Site Assistant – Step 4 (All Programs)	260 days*	\$20.72
Targeted Services Enrichment Coordinator/Club Leader	8 Hrs/Wk	\$26.83
Early Childhood Outreach Specialist	206 days*	\$23.96
Building Supervisor	Up to 10 hours/week	\$20.31
Venture/Community School Site Leader – Step 1	175 – 260 days*	\$24.05
Venture/Community School Site Leader – Step 2	175 – 260 days*	\$24.71
Venture/Community School Site Leader – Step 3	175 – 260 days*	\$25.39
Venture/Community School Site Leader – Step 4	175 – 260 days*	\$26.05
Venture/Community School Site Leader – Step 5	175 – 260 days*	\$26.72
Venture/Community School Site Leader – Step 6	175 – 260 days*	\$27.40
Early Venture Teacher – Step 1	260 days*	\$20.03
Early Venture Teacher – Step 2	260 days*	\$20.72
Early Venture Teacher – Step 3	260 days*	\$21.38
Early Venture Teacher – Step 4	260 days*	\$22.04
Early Venture Teacher – Step 5	260 days*	\$22.72
Early Venture Teacher – Step 6	260 days*	\$23.39
Early Venture Assistant Teacher – Step 1	260 days*	\$18.71
Early Venture Assistant Teacher – Step 2	260 days*	\$19.37
Early Venture Assistant Teacher – Step 3	260 days*	\$20.03
Early Venture Assistant Teacher – Step 4	260 days*	\$20.72
Early Venture Assistant Teacher – Step 5	260 days*	\$21.38
Early Venture Assistant Teacher – Step 6	260 days*	\$22.04

* The Community Services programs are market-driven. The duty year reflected is an estimate only.

INDEPENDENT SCHOOL DISTRICT 659
NORTHFIELD, MINNESOTA
PERSONNEL POLICIES AND PRACTICES

Other Staff

Policy Extends from
July 1, 2024, through June 30, 2026

ARTICLE I
EMPLOYMENT

Section 1.01 – Introduction

These Personnel Policies and Practices contain information pertaining to your employment with Independent School District No. 659, Northfield (“District”). Please note that the information contained in this document may be changed from time to time. Nothing in this document establishes any form of a contract between you and the District, nor does anything in this document alter your at-will employment relationship with the District. In the same sense that you can resign your employment with the District at any time for any reason or no reason at all, so can the District terminate your employment at any time for any reason or no reason at all, consistent with the concept of at-will employment. When changes occur to the information contained in this document, the revisions will be issued to you. The statements contained in this Section 1.01 are subject to the requirements of any applicable law, such as the Veterans’ Preference Act, granting the employee employment rights.

Section 1.02 - Basic Services

Employees shall faithfully perform the services prescribed by the School Board or designated representative whether or not such services are specifically described in this manual or in a general job description, abide by the rules, regulations and policies as established by the School Board and the State Board of Education, and any additions or amendments thereto, for the annual salary indicated in this contract.

Section 1.03 - Duty Year

The duty year shall be as listed in Appendices A and B. The employee shall perform services on those legal holidays on which the School Board so determines.

ARTICLE II
SALARIES

Section 2.01 - Compensation

The annual salary of positions covered by these policies shall be based upon the salary schedule set forth in Appendices A and B.

While the District reserves the right to set salaries, it will seek and receive input from employees and their supervisor regarding the salary structure. The input may be in the form of written or oral communication.

Section 2.02 – Experience Credit

Individuals employed before January 1st, who are still employed by the District on June 30th, shall for the purposes of salary increases be given credit for (1) year of experience.

Section 2.03 - Holidays

Employees working 20 hours or more per week, with a duty year of 173 work days or more, shall be entitled to the following six (6) paid holidays: Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day, New Year’s Day, and Memorial Day. If the approved school calendar precludes the use of any of these days as holidays, an alternate day(s) shall be determined by the Superintendent.

ARTICLE III
LEAVES

Section 3.01 – Vacation

An employee who works a regular schedule of 20 or more hours per week, with a work year of at least 49 weeks, shall be eligible for vacation.

Vacations for employees working at least 20 hours or more per week, for at least 49 weeks per year, shall be as follows:

Year of Service in <u>District</u>	Number of Vacation <u>Days</u>
1 - 5	10
6-13	15
14+	20

Part-time employees will receive pro rata vacation. Vacation shall be available to the employee at the beginning of the year (July 1st), however, vacation is considered earned on a monthly basis. Individuals hired after July 1st will receive pro rata vacation provided the employee has been assigned to a position which normally consists of 49 or more weeks per year.

Unused vacation must be taken within one year following the contract year in which it was earned. Vacation use will be as scheduled with and approved by their immediate supervisor.

There shall be no payment for unused, earned vacation balances upon termination or separation of employment, for any reason, with the School District.

Employees working fewer than 49 weeks per year shall not receive vacation.

Section 3.02 - Sick Leave

An employee must work a regular schedule of 20 or more hours per week in order to be eligible for sick leave.

Employees shall receive sick leave at the rates listed below to a maximum accumulation of 228 days:

Employees working a duty year of less than 50 weeks	10 days/year
Employees working a duty year of 50 weeks or more	12 days/year

Sick leave shall be available to the employee at the beginning of the year (July 1st), however, sick leave is considered earned on a monthly basis.

One day of leave allowance may be used by an employee for each day of absence due to illness or injury which precludes the employee from performing the duties of his/her position.

Sick leave with pay shall be allowed whenever an employee's absence is due to illness or injury of the employee, the employee's dependent child, or another individual as allowed by Minnesota law which prevented the employee's attendance at work on that day or days.

Any employee who has been absent may be required to present a statement from a doctor of medicine verifying an illness and certifying that the employee has recovered sufficiently to return to normal duties. Any employee absent more than five (5) consecutive working days must present such certification. If certification is required for an absence of fewer than six (6) days, the District will designate the physician and pay his/her fee. Charges for certification of absences greater than five (5) consecutive working days will be the responsibility of the District unless the employee requires examination by a specified physician, in which instance the employee will assume the cost of the examination.

An employee who is absent from work as a result of a compensable injury incurred in the service of the school district under the provisions of the Worker's Compensation Act shall be allowed to use accumulated sick leave or vacation pay in combination with Worker's Compensation to receive the employee's regular rate of pay. The school district will assume that the employee elects to do so, using sick leave first, then vacation, unless the employee notifies the district in advance that he or she elects not to use sick leave or vacation for this purpose. Benefit payments shall continue in accordance with state and federal laws.

There shall be no payment for unused, earned sick leave balances upon termination or separation of employment, for any reason, with the School District.

Section 3.03 – Disaster Leave

The Employer will provide paid disaster leave for employees who have exhausted accumulated sick leave days prior to the commencement of long-term disability insurance benefits. An employee will become eligible for paid disaster leave after the employee has been continuously disabled and unable to work for fifteen (15) consecutive duty days, as certified by a medical doctor. Disaster leave payments shall commence as of the duty day following the last day of sick leave payment, and shall continue only for the period during which the employee remains continuously disabled and unable to work.

Disaster leave payments shall cease in any event after the fortieth (40th) duty day of absence.

Section 3.04 – Bereavement Leave

Employees may be allowed up to ten (10) days per year of leave with pay in case of death. Bereavement leave may be used in the case of a death of family members or friends. Time off for bereavement shall be deducted from unused sick days.

Section 3.05 – Personal Leave

The employee shall be allowed five (5) personal business days per year for business that ordinarily cannot be conducted outside the duty day with prior approval of their immediate supervisor. No more than three (3) days can be used consecutively. A deduction of these days will be made from sick leave. Request for leave under this Section must be made through the District's substitute/leave system at least three (3) days in advance, except for emergencies.

There shall be no paid personal business days for those employees who do not qualify for sick leave.

Section 3.06 - Leave of Absence Without Pay

The employee may apply for a leave of absence without pay in the event of personal extenuating circumstances. The employee, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as he/she wishes to retain commencing with the beginning of the leave, subject to the requirements of applicable law.

Section 3.07 - Child Care Leave and Adoption Leave

Child care leaves under this section include maternity leave, parental leave and adoption leave. Child care leaves shall be processed under the Federal Family and Medical Leave Act (FMLA) for those employee's that meet the current eligibility requirements of FMLA as outlined in Policy 410 and Policy 448. Child care leaves for those employees that do not meet the current eligibility requirements of FMLA shall be processed under the District Disability After Childbirth Policy – Policy 411.

- A. A child care leave shall be granted by the school district subject to the provisions of this Section. Child care leave may be granted because of the need to prepare and/or provide parental care for a child or children of the employee for an extended period of time.
- B. An employee making application for child care leave shall inform the District in writing with intention to take the leave as soon as possible and at least one calendar month before commencement of the intended leave, except in unusual circumstances. The district and the employee will attempt to work out a satisfactory plan for the leave.
- C. If the reason for the child care leave is occasioned by pregnancy, the employee shall also provide at the time of the leave application, a medical certification indicating the expected date of the delivery.

D. Sick leave under Section 3.02 and long-term disability insurance under Article IV, Section 4.06, is available for the disabilities of pregnancy prior to the commencement of the child care leave. Such use of sick leave days shall run concurrently with parental leave days under paragraph I.

E. In making a determination concerning the commencement and duration of a child care leave, the School Board shall not, unless otherwise agreed, be required to:

(1) Grant any leave more than six (6) months in length or to the beginning of the school year following such six (6) month period.

F. Failure of the employee to return pursuant to the date determined under this Section shall constitute the failure to work without first securing a release which is a ground for immediate discharge unless the school district and the employee mutually agree to an extension in the leave.

G. An employee who returns from child care leave within the provisions of this Section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this Agreement at the commencement of the leave.

H. Up to twenty (20) days leave allowance may be used for adoption purposes such as preparation and legal reasons, necessary travel, and initial adjustment.

I. Up to ten (10) days parental leave may be used within 30 days of the birth of a child, the days used to be deducted from sick leave. Employees that qualify for maternity leave are not eligible for these parental leave days.

J. Time off during the leave period shall not count toward a step advancement on the wage schedule. However, office employees will be advanced a step if they worked more than one-half of the duty days in their work year.

Section 3.08 – Religious Observance Leave

Up to three (3) days leave shall be granted to an employee for required religious observance. Such days must be recognized religious holidays and shall not be permitted for circumstances where personal alternative attendance options exist. A deduction of these days will be made from sick leave. Notification must be submitted to their immediate supervisor, in writing, at least three (3) days prior to such absence.

Section 3.09 – Judicial Duty

For any employee who is required to serve as a juror or is subpoenaed to appear as a witness (not as a defendant) in a criminal court case, Northfield Public Schools will make up the difference between such employees basic salary and the fees (but not reimbursed expenses) received by the

employee. In order to be eligible for this supplement, the employee must submit to the finance office an itemized certification of fees and expenses for judicial duty.

Section 3.10 – Superintendent’s Discretionary Leave

Any circumstance that arises necessitating the absence of an employee not specifically included in any of the sections above may be granted as discretionary leave. Such leave must be approved in advance by the superintendent or his/her authorized representative.

Section 3.11 – School Conference and Activities Leave

In accordance with the provisions of MS.181.9412, the District will provide each employee with up to sixteen hours of school conference and activities leave during any twelve month period to attend school conferences or school related activities related to the employee's child, provided the conference, activity or observation cannot be scheduled during non-work hours. One school day advance written notice shall be provided via the District’s substitute/leave reporting system. Such leave will be deducted from the employee's sick leave allowance. In addition to the statutory definition of school conference and activity leave, employees may also use school conference and activity leave for post-secondary college visits for high school age students.

ARTICLE IV
INSURANCE

Section 4.01– Insurance Eligibility

An employee must work a regular schedule of 20 or more hours per week for at least the number of student contact days in the board approved school calendar in order to be eligible for group insurance coverage.

Section 4.02 – District Obligation

The District’s only obligation is to purchase the group insurance policies addressed below and pay such amounts as stated herein. No claim shall be made against the District as a result of a denial of insurance benefits by an insurance carrier.

Section 4.03- Health and Hospitalization

The School District shall provide eligible employees an opportunity to enroll for either single or family coverage in the District health and hospitalization insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single and family coverage. The amounts listed below reflect a proration for employees who work less than full-time. The effective date for employer contributions shall be January 1 each year.

The school district will contribute the same amount toward the monthly premiums for single and family coverage as identified in the NEA Agreement.

Section 4.04 - Dental Insurance

The School District shall provide eligible employees with an opportunity to enroll for either single or family coverage in the District dental insurance plan. The School District shall contribute the amounts listed below toward the monthly premium for single or family coverage. The amounts listed below reflect a proration for those employees who work less than full-time. The effective date for employer contributions shall be January 1 each year.

The school district will contribute the same amount toward the monthly premiums for single and family coverage as identified in the NEA Agreement.

Section 4.05 - Life Insurance

The School District shall provide, at District expense, a group term life insurance plan providing \$35,000 of coverage for each eligible employee. The eligible employees may purchase additional group term life insurance in increments of \$25,000 up to a maximum of \$100,000 at the group rate upon evidence of insurability and acceptance by the carrier. The cost of such additional coverage shall be paid fully by the employee through payroll deduction.

Section 4.06 - Long-Term Disability Insurance

The School District shall pay the full premium for long-term disability insurance for eligible employees. Benefits shall be payable after 60 consecutive days of total disability at 66 2/3% of the basic monthly earnings.

Section 4.07 - Liability Insurance

The School District agrees to insure the employee for loss because of claims brought against him/her caused by any negligent act, error, omission, or breach of duty while acting within the scope of his/her employment or any claim against him/her solely by reason of the holding of his/her position. The amount and extent of coverage shall be subject to limitations imposed by the insurance carrier and applicable law.

Section 4.08 - Duration of Insurance Contribution

Upon separation of employment, all district participation and contribution toward group insurance benefits shall cease effective at the end of the month of the last working day except as provided under other provisions of this manual. However, the employee may be continued in the group insurance plans at his or her own expense for a period following separation determined by the insurance carrier and applicable laws.

ARTICLE V OTHER BENEFITS

Section 5.01 - Travel

Necessary and approved transportation that is required of the employee in the performance of school duty shall be at the expense of the School District. The mileage reimbursement rate and the rate between buildings shall be set by the School Board.

Section 5.02 - Professional Improvement

The employee will participate in professional development activities which are directly related to his or her areas of responsibility and other areas designated by their immediate supervisor. The School District shall pay for all legally valid travel, lodging, and meal expenses and fees for attendance at professional conferences and meetings with other educational agencies when attendance thereof is required, directed, or permitted by their immediate supervisor.

Section 5.03 - Vandalism Reimbursement

The School District shall reimburse the employee for vehicular vandalism, which occurs in the course of the employee performing his or her required duties, in an amount up to \$500 in a given year toward the unreimbursed insurance deductible amount on the vehicle.

Section 5.04– 403(b) District Matching Plan

Each year by October 1, employees who wish to participate in the plan shall be responsible to complete and file a salary deduction authorization for their annual contribution to a matching 403(b) plan. The School District will match an employee's contribution to a 403(b) plan up to \$2,500 per school year. During a year in which the employee makes no contribution, the District shall likewise make no contribution to that employee account. The maximum lifetime contribution shall be \$35,000.

**APPENDIX A
SALARIES AND DUTY YEAR
2024-25**

Position	Duty Year	Hourly Rate
ABE Volunteer Coordinator	Approximately 139 hrs/year	\$21.65
Full-time Substitutes	Student Contact Days	\$32.04

**APPENDIX B
SALARIES AND DUTY YEAR
2025-26**

Position	Duty Year	Hourly Rate
ABE Volunteer Coordinator	Approximately 139 hrs/year	\$22.90
Full-time Substitutes	Student Contact Days	\$33.89

Appraisal Report

Prepared For :

Lance Manty

227 Tower Avenue

Dundas, Minnesota 55019

Subject Property
As of: January 25, 2024

LANCE MANTY
XXX GLEASON ROAD
DUNDAS, MINNESOTA 55019

Prepared By :

HPS Appraisal Service & Consulting

Marvin L. Peters

Certified General Real Property Appraiser

Minnesota License #20076952

24972 E Cedar Lake Dr

New Prague, Minnesota 56071

SUBJECT PHOTOS BY Marvin L. Peters
January 25, 2024

Subject
XXX GLEASON ROAD
DUNDAS, MINNESOTA 55019



January 31, 2024

Lance Manty
227 Tower Avenue
Dundas, Minnesota 55019

Dear Mr. Manty;

At your request, I have inspected the property from the exterior only from the street on January 25, 2024, which is legally described within the body of the attached report. This was for the purpose of estimating market value as of January 25, 2024.

It is my opinion, based upon my analysis of the discoverable factors affecting value that the Market Value of the fee simple estate of this property as of January 25, 2024 is :

Market Value – Parcel #1
\$18,000
Eighteen Thousand Dollars

Market Value – Parcel #2
\$5,000
Five Thousand Dollars

This appraisal is made in accordance with the Uniform Standards of Professional Appraisal Practice as specified by the Appraisal Standards Board.

The transmittal letter is followed by the certifications and the narrative report further describing the subject property and containing the reasoning and pertinent data leading to the estimate of value.

Your attention is directed to the “Extraordinary Assumptions” and “Limiting Conditions” which are considered usual for this type of assignment.

Thank you for this opportunity to be of service. If you have questions regarding any of the information, approaches to value, or conclusions contained in the report, please feel free to call.

The estimated marketing time for this property at the appraised value is approximately one year. This is an Appraisal Report.

Respectfully submitted,



Marvin L. Peters
Minnesota License No. 20076952
Certified General Real Property Appraiser

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ADDENDA

ENGAGEMENT LETTER
QUALIFICATIONS OF THE APPRAISER
SUBJECT DATA
MARKET DATA

SUBJECT PHOTOS BY Marvin L. Peters
January 25, 2024

Subject Neighborhood



Subject Neighborhood



SUBECT PHOTOS BY Marvin L. Peters
January 25, 2024

Subject Property



Subject Property



SUBJECT PHOTOS BY Marvin L. Peters

January 25, 2024

Subject Building

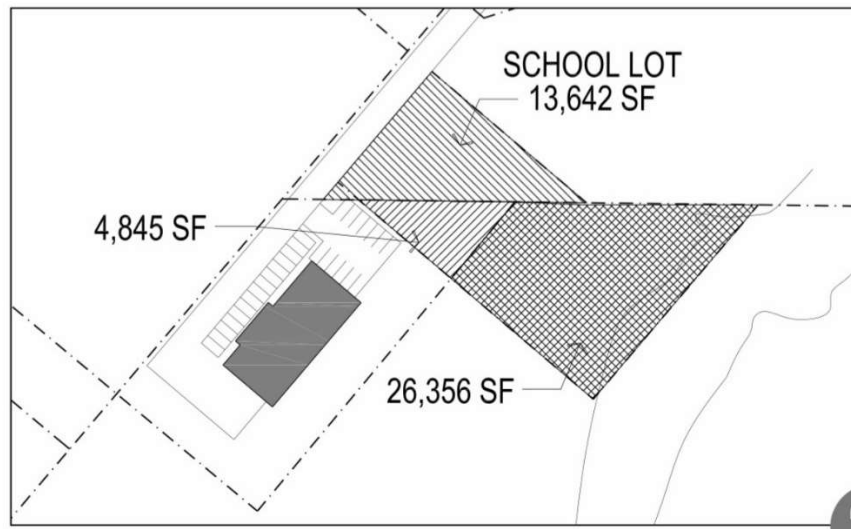


Subject Property



6,000 SF OFFICE

SITE SKETCH TWO
1"=50'-0"



APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- *the statements of fact contained in this report are true and correct.*
- *the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.*
- *I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.*
- *My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.*
- *My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the USPAP.*
- *I have made a personal inspection of the property that is the subject of this report.*
- *no one provided significant professional assistance to the persons signing this report.*
- *as of the date of this report, I, Marvin L. Peters, have completed the continuing education required by the State of Minnesota.*
- *I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the past three-year period immediately preceding acceptance of this assignment.*
- *I have followed the appraiser independence safeguards in compliance with Appraisal Independence Requirements in developing this report.*



Appraiser _____
Marvin L. Peters
Certified General Real Property Appraiser
Minnesota License No. 20076952

SUMMARY OF IMPORTANT CONCLUSIONS

LOCATION: XXX Gleason Road
Dundas, Minnesota 55019

TYPE OF PROPERTY: Vacant Business Land

OWNER OF RECORD: Parcel #1 – Independent School District #659
Parcel #2 – Ruths Kitchen, LLC

DATE OF INSPECTION: January 25, 2024

DATE OF VALUATION: January 25, 2024

LAND AREA: Parcel #1 – 13,642sf +-
Parcel #2 – 4,845sf +-

DIMENSIONS: Irregular, See Attached Map

ZONING: B-2 Highway Commercial District
See Addenda for Zoning regulations.

PROPERTY RIGHTS APPRAISED: Fee Simple Estate

LEGAL DESCRIPTION: Lengthy, See Attached Addendum, Dakota County, Minnesota.

HIGHEST AND BEST USE: Those uses permitted by present zoning

PROPERTY IDENTIFICATION NUMBER : Parcel #1 - 17.11.3.75.021
Parcel #2 - 17.14.2.00.002

REAL ESTATE TAXES PAYABLE 2023: Parcel #1 - Exempted
Parcel #2 - \$8,588.00

SPECIAL ASSESSMENTS: None

FINAL ESTIMATE OF VALUE BUSINESS LAND PARCEL #1 : \$18,000

FINAL ESTIMATE OF VALUE BUSINESS LAND PARCEL #2 : \$5,000

EXTRAORDINARY ASSUMPTIONS

The legal descriptions used in this report are assumed to be correct.

The appraisers have made no survey of the property and no responsibility is assumed in connection with such matters. Sketches in this report are included only to assist the reader in visualizing the property.

No responsibility is assumed for matters of a legal nature affecting title to the property nor is an opinion of title rendered. The title is assumed to be good and merchantable.

Information furnished by others is assumed to be true, correct and reliable. A reasonable effort has been made to verify such information, however, the appraisers assume no responsibility for its accuracy.

All mortgages, liens, encumbrances, leases, and servitudes have been disregarded unless so specified within the report. The property is appraised as though under responsible ownership and competent management.

It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures, which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering, which may be required to discover such factors.

It is assumed that there is full compliance with all-applicable federal, state and local environmental regulations and laws unless non-compliance is stated, defined and considered in the appraisal report.

It is assumed that all required licenses, consents or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimate contained in the report is based.

It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless noted within the report.

I assume the economy will remain stable.

I assume there are no health, safety or soundness concerns that would affect value and/or marketability of the subject property.

The subject of this report is to split off two vacant areas of Parcel #1 and Parcel #2. The areas are triangular in shape. This analysis is based on the hypothetical condition that the subject vacant areas of Parcel #1 and Parcel #2 will be successfully split from the larger parcels and it is assumed the parcel splits will be approved by the city and county government departments.

GENERAL LIMITING CONDITIONS

This appraisal has been prepared for my client and the Intended User(s), Lance Manty and their assignees. The Intended Use(s) of the appraisal is for estimating current market value and potential purchasing purposes. This appraisal may not be used or relied upon by anyone other than the client, for any purpose whatsoever, without the express written consent of the appraisers.

The Intended Use(s) is to evaluate the property that is the subject of this appraisal report for current market value and potential purchasing purposes, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form and Definition of Market Value. No additional Intended Users are identified by the appraiser.

Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraisers, and in any event only with proper written qualification, and only in its entirety.

The appraisers will not be required to give testimony or appear in court because of having made this appraisal, with reference to the property in question, unless arrangements have been previously made with the appraisers.

The distribution of the total valuation in this report between land and improvements applies only under the reported highest and best use of the property. The allocations of value for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

Neither all nor any part of the contents of this report shall be conveyed to any person or entity, other than the appraiser's or firm's client, through advertising, solicitation materials, public relations, news, sales, or other media without the written consent and approval of the authors, particularly as to valuation conclusions, the identity of the appraisers or firm with which the appraisers are connected, or any reference to (affiliation with any professional appraisal organization) or (designation). Further, the appraisers or firm assumes no obligation, liability, or accountability to any third party. If this report is placed in the hands of anyone but the client, client shall make such party aware of all the assumptions and limiting conditions of the assignment.

In the event the appraisal is based upon proposed improvements, it is assumed that the improvements will be constructed in substantial conformity with plans and specifications, which have been furnished the appraisers, and with good materials and workmanship. It is also assumed that the proposed foundation and construction techniques are adequate for the existing sub-soil conditions.

Unless otherwise stated in this report, the appraisers did not observe the existence of hazardous material, which may or may not be present in or on the property. The appraisers have no knowledge of the existence of such materials on, or in, the property. The appraisers, however, are not qualified to detect such substances. The presence of such substances as asbestos, urea-formaldehyde foam insulation, PCB's, carcinogens and petroleum products, soils contamination or other potentially hazardous materials which may affect the value of the property was not observed and/or evident during inspection. The value estimate is predicated on the assumption that there is no material in, or on, the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them.

THE ASSIGNMENT

The assignment consists of estimating the Market Value of the properties located at XXX Gleason Road, which are located in the City of Dundas, Rice County, Minnesota, consisting of approximately 13,642sf for Parcel #1 and approximately 4,845sf for Parcel #2. The two parcels are triangular in shape and currently have commercial type improvements. Because the subject of this report are vacant areas of the larger parcel, the improvements are not part of this report. Therefore, this analysis is based on a hypothetical condition, the proposed triangular shaped areas of Parcel #1 and #2 zoned as highway business land, are vacant and the subject of this report.

PURPOSE AND DATE OF VALUATION

The purpose of this appraisal is to estimate the Market Value, in fee simple, of the real estate described herein.

The market value, as defined in this report is estimated as of January 25, 2024. The exterior of the two proposed vacant areas were inspected from the street on January 25, 2024.

I am assuming the seller would be under no pressure to dispose of the property and that the buyer will be one who can fully utilize the property to its highest and best use. I am assuming no distressed situation of any type would surround a sale.

If such a situation were to exist at the time of the sale of the property, or there was pressure on the part of the seller to dispose of the property, then the "sale price" might be lower than my opinion of "value". Conversely, if there was pressure on the buyer to purchase this particular property, a higher sale price could conceivably be obtained.

This appraisal conforms to the reporting requirements of USPAP Standards 1 and 2 as an Appraisal Report.

FUNCTION OF THE APPRAISAL

This appraisal will be used to assist in establishing a value for the subject property for current market value and potential purchasing purposes.

MARKET VALUE DEFINED

Market Value: a type of value, stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the definition of the term identified by the appraiser as applicable in an appraisal.

1. buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interest;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangement comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale

The Dictionary of Real Estate Appraisal Fourth Addition and quoted from (12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992, 59 Federal Register 29499, June 7, 1994

PROPERTY RIGHTS APPRAISED

Property rights appraised are "Fee Simple Estate", subject to easements of record and assumed free and clear of all encumbrances. In this appraisal, fee simple estate is defined as follows:

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

This definition was obtained from page 113 of The Dictionary of Real Estate appraisal, Fourth Edition, published in 2002 by the Appraisal Institute.

COMPETENCY PROVISION

Marvin L. Peters is license with the State of Minnesota Commerce Department as a Certified General Real Property Appraiser. He is in compliance the required education mandated by the State of Minnesota. He has been a real property appraiser for more than twenty five years and also has over forty years in the commercial and residential building industry. He has experience in appraising residential, commercial, industrial and development properties and has the experience and knowledge to complete this appraisal assignment.

LIQUIDATION VALUE

The most probable price that a specified interest in property should bring under the following conditions:

- 1) Consummation of a sale within a short time period.
- 2) The property is subjected to market conditions prevailing as of the date of valuation.
- 3) Both the buyer and seller are acting prudently and knowledgeably.
- 4) The seller is under extreme compulsion to sell.
- 5) The buyer is typically motivated.
- 6) Both parties are acting in what they consider to be their best interests.
- 7) A normal marketing effort is not possible due to the brief exposure time.
- 8) Payment will be made in US dollars (or the local currency) or in terms of financial arrangements comparable thereto.
- 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition was obtained from page 109 of The Dictionary of Real Estate appraisal, Seventh Edition, published in 2022 by the Appraisal Institute.

Fee Simple Estate

Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.

This definition was obtained from page 73 of The Dictionary of Real Estate appraisal, Seventh Edition, published in 2022 by the Appraisal Institute.

Leased Fee Estate

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.

This definition was obtained from page 105 of The Dictionary of Real Estate appraisal, Seventh Edition, published in 2022 by the Appraisal Institute.

Value in Use

- 1) The amount determined by discounting the future cash flows (including the ultimate proceeds of disposal) expected to be derived from the use of an asset at an appropriate rate that allows for the risk of the activities concerned.
- 2) Formerly used in valuation practice as a synonym for contributory value or use value.

This definition was obtained from page 201 of The Dictionary of Real Estate appraisal, Seventh Edition, published in 2022 by the Appraisal Institute.

In the appraisal of real estate, the appraiser sometimes encounters an assignment or requirement in which he must estimate the "value-in-use" of a given property. This may function as a basis for asset valuation in a merger, or in a "going-concern" situation (such as a security issue), or simply as a value judgment of worth of a property to its present owner(s) in time of condemnation for other reasons.

"Value-In-Use" computation can generally be justified when:

1. The property is fulfilling reasonable identifiable economic demand for the service it provides or which it houses.
2. The property improvements have a reasonable remaining economic life expectancy.
3. Diversion of the property to an alternate use would not be economically feasible.
4. Continuation of present use is assumed.

When a preponderance of factors above appear, then it is appropriate that the appraiser carefully qualifies their findings, and issues an opinion of "Value-In-Use". It is obvious that the cost approach must be relied upon in such situations, but all measures of the economic contribution of the real estate to the total "going-concern" situation are considered relevant. Typical examples of property situations where the value in use concept holds validity are (to name a few):

1. Valuation of a railroad station in a small city served by one railroad only;
2. Gasoline service station;
3. Value of specially designed manufacturing plants suited for one process only;
4. Valuation of public or quasi-public facilities, such as sports arenas, technical facilities, etc. Less restricted types might include creameries, atomic facilities, etc.

Exposure & Marketing Time

Exposure Time:

- 1) The time a property remains on the market.
- 2) An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal.

Marketing Time:

An opinion of the amount of time to sell a property interest at the concluded market value or at a bench-mark price during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which precedes the effective date of an appraisal.

Definition is from pages 67 & 116 "*The Dictionary of Real Estate Appraisal*" Seventh Addition, published in 2022 by the Appraisal Institute.

Disposition Value : The most probable price that a specified interest in property should bring under the following condition;

- 1) Consummation of a sale will occur within a specified time, which is shorter than the typical exposure time for such a property in that market.
- 2) The property is subjected to market condition prevailing as of the date of valuation.
- 3) Both the buyer and seller are acting prudently and knowledgeably.
- 4) The seller is under compulsion to sell.
- 5) The buyer is typically motivated.
- 6) Both parties are acting in what they consider to be their best interests.
- 7) An adequate marketing effort will be made during the exposure time.
- 8) Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
- 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Definition is from pages 55 "*The Dictionary of Real Estate Appraisal*" Seventh Addition, published in 2022 by the Appraisal Institute.

Surplus Land :

Land not necessary to support the highest and best use of the existing improvement but, because of physical limitations, building placement, or neighboring norms, cannot be sold off separately. Such land may or may not contribute positively to value and may or may not accommodate future expansion of an existing or anticipated improvement.

Definition is from pages 284 "*The Dictionary of Real Estate Appraisal*" Fourth Addition, published in 2002 by the Appraisal Institute.

Excess Land :

In regard to an improved site, the land not needed to serve or support the existing improvement. In regard to a vacant site or a site considered as though vacant, the land not needed to accommodate the site's primary highest and best use. Such land may be separated from the larger site and have its own highest and best use, or it may allow for future expansion of the existing or anticipated improvement.

Definition is from pages 103 and 104 "*The Dictionary of Real Estate Appraisal*" Fourth Addition, published in 2002 by the Appraisal Institute.

SCOPE OF THE APPRAISAL

The scope of the appraisal encompasses the necessary research and analysis to prepare a report in accordance with the intended use, the Standards of Professional Practice of the Appraisal Institute, and the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation. In regard to the subject property, this involved the following steps:

1. The property was inspected from the interior and exterior on January 25, 2024. The photographs of the Subject parcels included in this report were taken at that time. Independent School District #659 and Ruths Kitchen, LLC are the current owners.
2. Regional, city, county, and neighborhood data were based on information available in public records. The contribution of the City of Dundas, City of Northfield and Rice County Planning Departments is acknowledged with assistance on the subject regional area statistics and absorption rate data. The neighborhood section was based upon a physical inspection of the area as well as data from the appraiser's files.
3. The subject property data was based upon conversations with Mr. Lance Manty, local Realtors and research in the Rice County Records. This appraisal is based on the assumption that the subject property will continue to be used for business type purposes. Other subject property data was compiled from the public records of Rice County and from a physical inspection of the site.
4. In estimating the Highest and Best Use for the property, an analysis was made of data compiled in the three steps noted above. In addition, a study of the business and commercial site market in the Subject's area has been made to determine the economic feasibility of the subject property.
5. In developing approaches to value, all possible appraisal techniques are not necessarily used, only those believed most appropriate for this property type. The market data used was collected from public records, other appraisers, Realtors, or persons knowledgeable of the subject property marketplace, and the municipal offices in the Rice County areas.
6. After assembling and analyzing the data defined in this scope of the appraisal, a final opinion of Market Value was made and this report was prepared.
7. Inspection of the comparable properties cited in the report is limited to visual off-site inspection. Inspection at time of sale is seldom, if ever, possible.

8. A search was made for comparable sales with a similar size, quality and location in the subject market areas. There were a limited number of comparable sales at this time due to slow sales in the market. Because of the slower sales market in the area, I was forced to exceed some of the adjustment guidelines to complete this report. Comparables used in this report are viewed as the best representation of the subject property in the current market conditions. There have been some foreclosures in the subject area and were considered in this analysis. They do not appear to have any influence on market value.
9. Sources of data used in this report were from the MLS Data Service, Regional MLS Economic and Market Watch Report, county assessor's office, realtors and builders in the area. These sources are considered reliable, but not guaranteed. Every effort was made to verify the information obtained by these sources, but if new or additional data becomes available to this appraiser that could influence my final opinion to value, I reserve the right to change my opinion of value.
10. This appraiser is not a qualified title and engineering professional. I do not guarantee title, encroachments, lot dimensions, elevations, flood zone determination, boundaries and setbacks of the subject property. If there are concerns relating to these areas or any other areas that concerning the subject property, the client is recommended to obtain a qualified professional for these areas.
11. Pursuant to the Graham-Leach-Bliley Act of 1999, effective July 1, 2001, appraisers, along with all providers of personal financial services are now required by federal law to inform clients of the policies of the firm with regards to the privacy of client nonpublic personal information. As professionals, I understand that your privacy is very important to you and are pleased to provide you with this information. In the course of performing appraisals, I may collect what is known as "non-public information" about you. This information is used to facilitate the services that I provide to you and may include the information provided to us by you directly or received by us from others with your authorization. I do not disclose any nonpublic personal information obtained in the course of or engagement with our clients to nonaffiliated third parties, except as necessary or as required by law. A disclosure required by law would be a disclosure by us that is ordered by a court of competent jurisdiction with regard to a legal action to which you are a party. I will retain records relating to professional services that I have provided to you for a reasonable time so that I am better able to assist you with your needs. In order to protect your non-public personal information from unauthorized access by third parties, I maintain physical, electronic and procedural safeguards that comply with my professional standards to insure the security and integrity of your information.

12. The Appraiser(s) performed an Appraisal Report intended to comply with Standard 1 and 2 of the Uniform Standards of Professional Appraisal Practice (USPAP). The report is also intended to meet the requirements of an Appraisal Report as outlined in Standard Rule 2-2(a) of USPAP. An Appraisal Report represents only a summary discussion of the data, reasoning and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation is retained in the appraiser's files. The depth of the discussion contained in this report is specific to the needs of my client and for the intended use stated in this report.
13. In determining the value of the subject property, I analyzed the economic conditions that may influence value in this market and have processed the data in accordance with nationally recognized appraisal practices.
14. This report is intended to conform to the format recommendations as set forth by the Appraisal Institute and that this report is intended to conform to our interpretation of all applicable sections of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA), and the Appraisal Foundation's Appraisal Standards Board's "Uniform Standards of Appraisal Practice (USPAP).
15. Cost of new construction was investigated in the area. Research was conducted on interest rates, capitalization rates, and return on investments from current newspapers, magazines, and journals.
16. The subject of this report is to split off two vacant areas of Parcel #1 and Parcel #2. The two areas are triangular in shape with approximately 13,642 square feet of Parcel #1 and approximately 4,845 square feet of Parcel #2. This analysis is based on the hypothetical condition that the subject vacant areas of Parcel #1 and Parcel #2 will be successfully split from the larger parcels and it is assumed the parcel splits will be approved by the city and county government departments.

IDENTIFICATION OF THE PROPERTY – LEGAL DESCRIPTION

The subject parcel is part of Parcel #1 known as;

PART S2 SW4 BEG INTERS C/L HWY 3 WI C/L CSAH 1 TH SWLY ALG C/L HWY 3 641FT TAP HEREIN AFTER REFERRED AS PT A TH CONTINUE SWLY ALG C/L HWY 3 402FT TH SELY @ RA TO C/L HWY 3 475FT TO TPOB TH CONTINUE SELY @ RA TO C/L HWY 3 33FT TH DEFLECT LEFT 57D17'02" 179.47FT TH NELY P/W HWY 3 C/L TO ITS INTERS WI A LI @ RA TO C/L HWY 3 FR SD PT A TH SELY ALG SD INTERSECTED LI 163.45FT TO E LI S2 SW4 TH SLY ALG SD E LI TO SE COR S2 SW4 TH WLY ALG S LI S2 SW4 TO ITS INTERS WI A LI P/W HWY 3 C/L FR SD POB TH NELY ALG SD LINE P/W HWY 3 C/L TO SD POB

The subject parcel is part of Parcel #2 known as;

PART N2 N2 NW4 LYG WITHIN FOL DESC PROP BEG INTERS C/L HWY 3 WITH C/L CSAH 1 TH SWLY ALG C/L HWY 3 641FT TH SELY @ RA TO C/L HWY 3 575FT TO TPOB TH NWLY @ RA TO HWY 3 C/L 100FT TH SWLY P/W HWY 3 C/L 868FT TH SELY @ RA TO HWY 3 C/L 165FT TH NELY P/W HWY 3 C/L TO S LI S2 SW4 TH ELY ALG S LI TO SE COR S2 SW4 TH NLY ALG E LI S2 SW4 TAP IN A LI P/W & 575FT SELY C/L HWY 3 TH SWLY ALG SD PARA LI TO POB

according to the plat thereof on file and of record in the Office of the County Recorder, Rice County, Minnesota.

No personal property is included in this appraisal report.

Note; The legal descriptions above are Parcel #1 and #2 current description and does not define the proposed subject areas. See attached document that shows the proposed new property lines to be split off from Parcel #1 and Parcel #2.

METROPOLITAN AREA DATA

The subject of this appraisal report is located in the City of Dundas, Rice County, Minnesota and is favorably influenced by its proximity to the Metropolitan Twin City Area of Minneapolis/St. Paul.

Schedule 1

Metropolitan Area Definitions-Counties Included

<u>Mpls./St. Paul, Ten County MN.-WI. MSA*</u>	<u>Seven County Metro Area</u>	<u>Metro Area</u>
Anoka	Anoka	Anoka
Carver	Carver	Carver
Chisago	Chisago	
Dakota	Dakota	Dakota
Hennepin	Hennepin	Hennepin
Isanti	Isanti	
Ramsey	Ramsey	Ramsey
Scott	Scott	Scott
Washington	Washington	Washington
Wright	Wright	
St. Croix, WI.		

The Minneapolis/St. Paul MSA will be divided into three sub-areas for analysis of the general area. The areas include: (1) Historical Background, (2) Population Trends, and (3) Employment Trends.

Historical Background

The modern history of the Minneapolis/St. Paul Metropolitan Statistical Area began with the discovery of St. Anthony Falls in 1680 by Father Louis Hennepin. The first permanent settlement occurred with the establishment of Fort Snelling in 1819 at the junction of the Minnesota and Mississippi Rivers. The surrounding area's rich agricultural and lumbering resources spurred rapid growth.

In 1854, the first bridge to span the Mississippi River was erected just above the falls, connecting the town of St. Anthony on the East side of the river with what was to become Minneapolis on the West side. St. Anthony became a city in 1855 and Minneapolis a town in 1856. Minneapolis was incorporated as a city in 1867 and was merged with St. Anthony in 1872.

* MSA-Metropolitan Statistical Area

Lumber milling began a rapid decline in the early 1900's as a result of the depletion of the forests in northern Minnesota. Flour milling boomed on the other hand as the prime agricultural land of the Dakotas and central and northern Minnesota was opened to settlement. As the agricultural areas developed, a flood of farm produce began to sweep into Minneapolis on its way to the markets of the eastern United States providing great opportunities for grain merchants and millers in the City. Taking advantage of these opportunities, entrepreneurs such as the Pillsburys, Washburns, and Cargills developed Minneapolis as a major agri-business center in the United States and, for that matter, the world. As a result of this trade, Minneapolis became a wholesale and retail center which insured it regional prominence as a financial and transportation center. The City's importance as a financial center was acknowledged in 1914 when Minneapolis was designated as the site for the Ninth District Federal Reserve Bank.

After World War I, with lumber milling having disappeared and with the flour milling in the first stages of decline, Minneapolis began to experience the diversification of economic activity that has characterized its manufacturing and service sectors ever since. Fledgling companies like Minneapolis Heat Regulator Company, now known as Honeywell Corporation, and the D. W. Onan Company, began developing products more in tune with the demands of the mid-twentieth century. They anticipated in many ways the needs of the American consumer and industry. Electrical machines and rudimentary systems and systems controls began to appear. The early emphasis on research and development in the area of electrical and non-electrical light machinery was an important pillar in Minneapolis' later development as a center for research, development and manufacturing of computers after World War II.

Despite setbacks in agricultural economy in the 1920's and in manufacturing during the great depression of the 1930's, the Minneapolis/St. Paul MSA began a phenomenal recovery during World War II that has continued to the present date. The development of the digital computer spurred the development of a host of local firms active in their design and manufacture including Control Data, Honeywell, The Univac Division of the Sperry Corporation (now Unisys), and Cray Research. Cray Research is the largest maker of super computers in the world.

In conjunction with the development of the computer industry in Minneapolis, there also occurred the development of the medical instrument industry in the City. The University of Minnesota Medical School was a major center of medical research and innovation throughout the twentieth century, partly because of close ties with the Mayo Clinic in Rochester, Minnesota and partly because of innovative faculty physicians. The Twin Cities MSA also attracted other medical innovators over the years including the Sister Kenney Institute which is dedicated to physical rehabilitation research and implementation. The presence of these factors when combined with the growth of the complete industry set the stage for major development in the medical area.

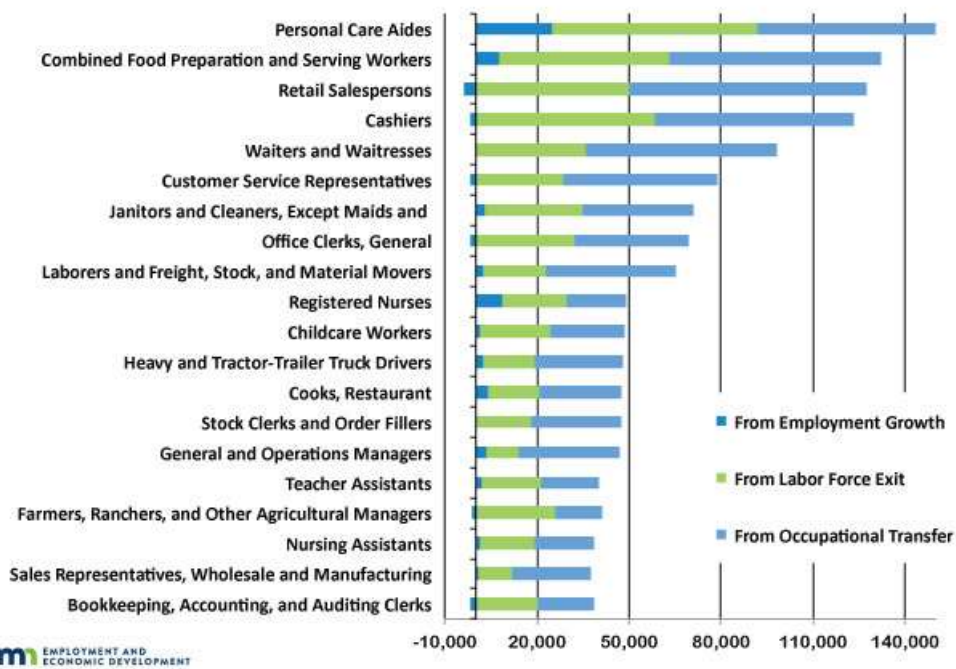
The development of the cardiac pacemaker and other medical devices and instruments was the core area of activity in this industry and the rise of Cardiac Pacemaker, Inc. and Medtronic Corporation reflects its success. As technology advanced, newer firms continued to innovate and provide greater and greater advances in this vital area of medicine. In fact, many of the fastest growing companies in the Twin Cities in the 1970's and early 1980's were medical instrument and device companies.

With these high-tech areas in the lead, the rest of the MSA's economy has also continued to grow at a healthy rate. The service sector of the economy has grown at a tremendous pace. Finance, insurance, and real estate have also grown partly spurred by local factors including high per capita income and higher median household incomes compared to many large metropolitan areas.

In brief, the following points provide a general growth profile of the Twin Cities MSA economy. The regional economy has:

1. A well-educated labor force with approximately 93.1% of Minnesota residents over the age of 25 having had four years of high school or more and approximately 36.1% of Minnesota residents over the age of 25 are college graduates or more;
2. Good training institutions which include the University of Minnesota, with its Masters and Doctorate programs in various disciplines, and a system of small private colleges;
3. The fastest employment growth projections between the years 2004 to 2020 are mostly in the medical and computer industries. A significant portion (almost 20%) of the Twin Cities MSA employment already in growth areas such as computers, business services, banking, and health services.

Occupations With the Most Job Openings from Employment Growth and Replacement Needs, 2018 - 2028



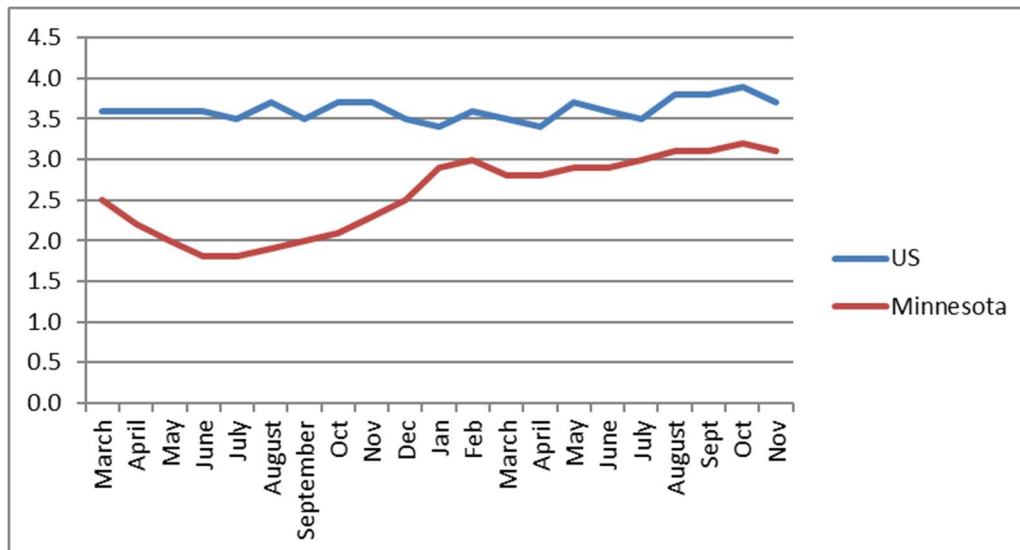
The regional economy does not have:

1. An independent supply of energy. The amount of energy consumed in the Twin Cities MSA, however, is at or below the median compared to other urban areas;
2. Low wages in the manufacturing sector. The difference in wages across the country is significant. The Twin Cities MSA cannot compete for industries seeking cheap labor;
3. Low real estate or income taxes.

As a result of these developments, and despite the structural change transforming the American economy in the 1990's, it is easy to be optimistic about the future of the Twin Cities MSA. The MSA is positioned to become a major center in the international and national economies of the "information age" world system of the last decade of the twentieth century.

Minnesota's monthly job growth was up in November as the state added 9,500 jobs, or 0.3%. Eight of eleven published supersectors posted positive growth: Construction added 300 jobs; Trade, Transportation and Utilities added 3,300 jobs; Professional and Business Services added 500 jobs; Education and Health Services added 2,700 jobs, Leisure and Hospitality added 700 jobs; Other Services added 500 jobs and Government added 1,100 jobs. One published supersector posted decreases, as Financial Activities lost 600 jobs. Employment in two supersectors, Mining and Logging and Information, was flat. U.S. total payroll employment was up in November, adding 199,000 jobs, or 0.1%. Private sector employers added 150,000 jobs (0.1%) on a seasonally adjusted basis. Minnesota outperformed the nation overall and in nine supersectors.

US & Minnesota Unemployment Rates



POPULATION TRENDS

The Twin Cities MSA is one of the nation's larger metropolitan areas. As of the 2010 census, according to the 2012 The National Data Book (Statistical Abstract of the United States), it was ranked the 16th largest metropolitan area in the United States. It had a population increase of 5.72% from 1990 to 2000. It also indicates a population increase of 28.37% from 2000 to 2010 and an increase of 7.93% from 2010 to 2020.

The population totals discussed in this section cover the ten county and seven county metropolitan areas only. These two regions best represent the macro trends of the metropolitan area. For the purpose of clarity, estimates refer to either past or current levels and projections refer to all future levels. Schedule 3 contains both estimates and projections for population for the ten county and seven county metropolitan areas. Additionally, Rice County is not included because it is just outside this metropolitan area and the county where the subject is located.

Schedule 3
Population Projections and Estimates
for the Twin Cities Metropolitan Area

	1970	1980	1990	2000	2010	2020
Ten County Metropolitan Area	1,947,897	2,093,871	2,284,731	2,415,632	3,238,814	3,495,733
Seven County Metropolitan Area	1,874,612	1,985,873	2,140,933	2,231,184	2,849,567	3,402,197
Rice County	41,582	46,087	49,183	56,665	64,142	67,097

Schedule 3
Growth Per Decade

	1970	1980	1990	2000	2010	2020
Ten County Metropolitan Area	--	7.49%	9.11%	5.72%	28.37%	7.93%
Seven County Metropolitan Area	--	5.93%	7.81%	4.21%	25.96%	19.39%
Rice County	--	10.22	7.70%	14.79%	13.19%	4.60%

Schedule 3
Percentage Share of Ten County Metro Area

	1970	1980	1990	2000	2010	2020
Ten County Metropolitan Area	100%	100%	100%	100%	100%	100%
Seven County Metropolitan Area	96.24%	94.84%	93.71%	92.36%	87.98%	89.19%
Rice County	N/A	N/A	N/A	N/A	N/A	N/A

Schedule three shows the expected ten county metropolitan area’s population to be increasing through the year 2020. Coupled with this, Rice County is expected to continue on an upward trend into and past the year 2030. Projections in the State Demographer's office indicate the central city counties have been and will continue to lose population to metropolitan area suburbs well into the year 2030. This was a common national trend during the late 1970's and is expected to continue.

Another important characteristic is the age of the population. The Twin Cities, as shown in Schedule 4, is a young metropolitan area in terms of population in the under-30 age group.

Schedule 4
Percent of Twin City Population Under
the Age of 30

<u>Year</u>	<u>Percent Under 30</u>
1985	49%
1990	45%
1995	41%
2000	39%
2010	41%
2015	40%

In summary, the Twin Cities Metropolitan Area population can be characterized as a growth area in total population. The rate of growth of total population is slowing with a migration effect out of the center city region toward the suburbs. A larger section of the population is younger (below age 30), yet, as this group ages, the percentage of the population under 30, in future time periods, is expected to be smaller than today.

Employment Trends

Historically, the Twin Cities Metropolitan Area has shown itself to have a stable and diverse economic base. Over the past ten years, the Twin Cities Metropolitan Area has consistently experienced lower unemployment than the national norm. Employment, as it is used here, measures where workers live and not where they work. This follows U.S. census standards for measuring and projecting employment.

Schedule 5
Employment Distribution Comparison
U.S. Average vs. Twin City MSA

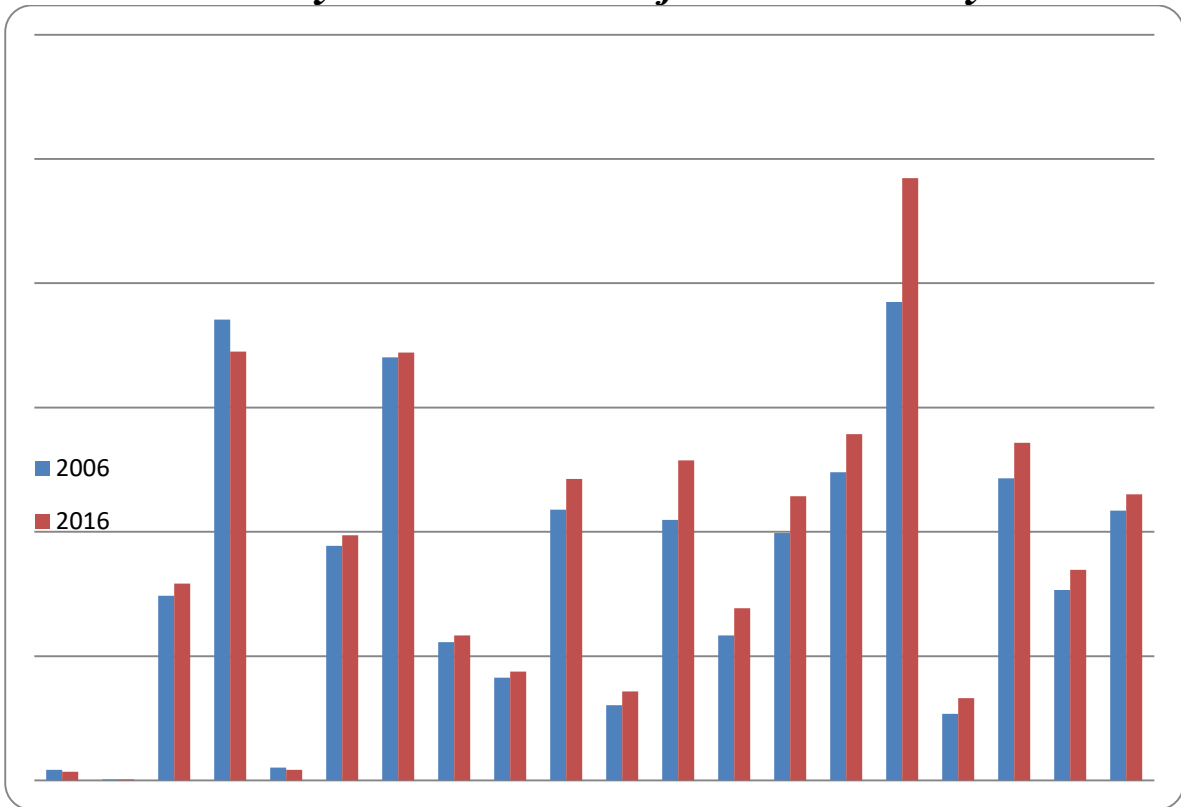
	<u>U.S. Avg.</u>	<u>Metro</u>
Total Employed (000's)	158,000	1,940
Agricultural/Forestry/Fishing	0.70%	0.70%
Construction/extraction/Maintenance	9.40%	8.40%
Management/Professional & Related	33.60%	35.80%
Production/Transportation/Material Moving	14.60%	14.90%
Sales/Office	26.70%	26.50%
Service	14.90%	13.70%
Government	14.60%	12.40%

The employment distribution again confirms the stable nature of the Twin Cities Metropolitan Area. Historically, service based economies have proven to be more stable and resistant to severe swings in the economy. The Twin Cities Metropolitan Area has 49.5% of its employment located in management, professional and services type jobs as compared to 48.5% for the nation. Office and sales workers represent 26.5% of the Twin Cities Metropolitan Area and 26.7% of the nation.

In summary, the employment base in the Twin Cities Metropolitan Area has historically proven itself to be stable and diverse. During the last and current recession, it performed and is performing better than the national average in terms of unemployment rates. The overall economic stability arises out of a diverse economic base with a larger service sector than the national average. All of these factors should continue to provide stability for the seven county metropolitan area and a positive attitude for future growth, development, investment, and employment into the year 2020.

The Twin Cities have also become the sports capitol of the Midwest, with the Minnesota Vikings, the Minnesota Twins, Minnesota Wild and the Minnesota Timberwolves. Additionally, year-round participant sports are easily available to all residents within the metro area because of the many lakes, ski resorts, hunting and fishing areas within close proximity, and an extensive public park system.

Twin City Metro Area Projected Job Analysis



NEIGHBORHOOD ANALYSIS

An overview of the neighborhood where the appraised property is located can lead to an understanding of the immediate area and helps to illustrate the Highest and Best Use of the subject property. The neighborhood analysis provides information about the immediate area's history, past patterns of development, current state, and contemplated or anticipated future uses.

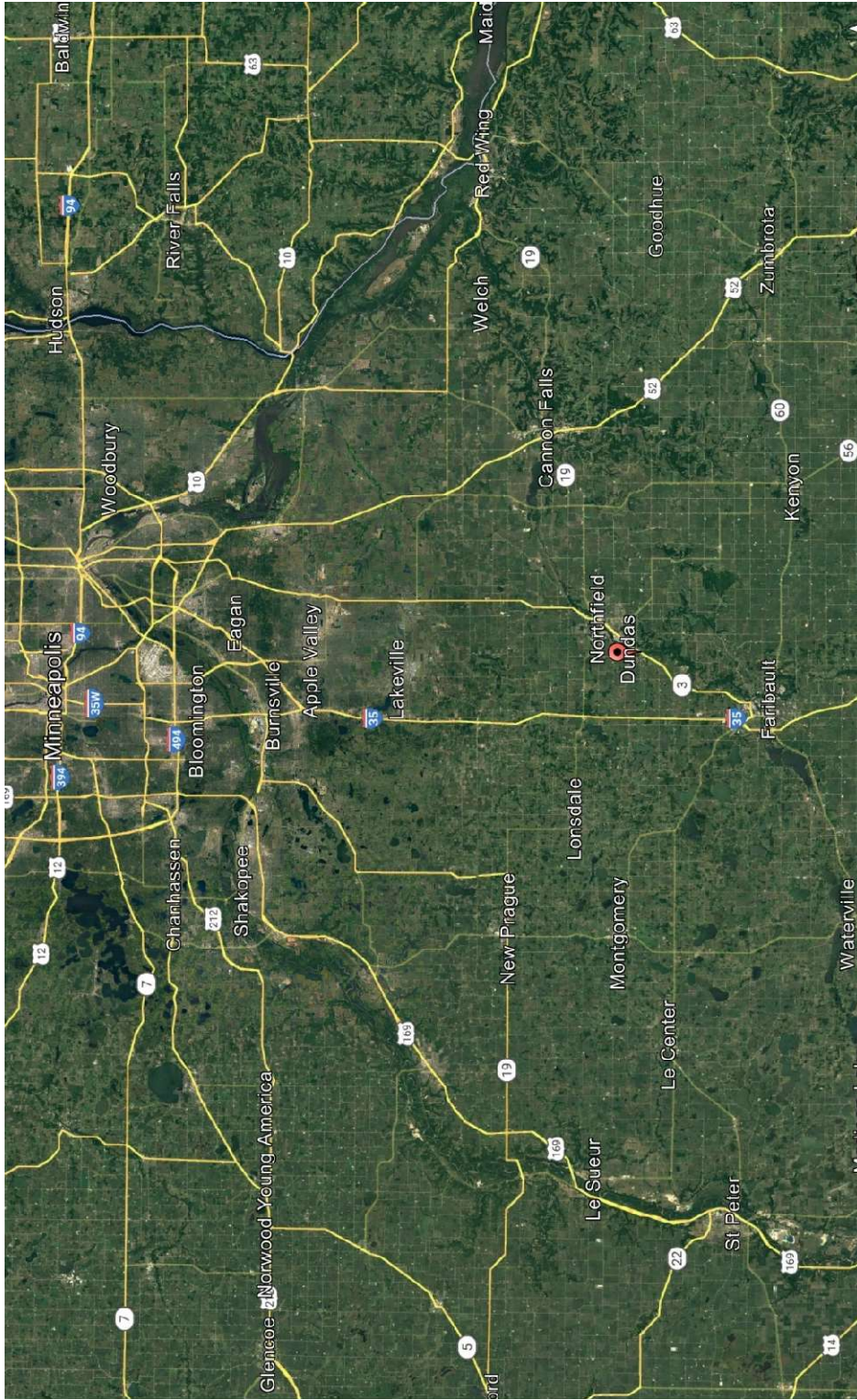
A neighborhood is defined as "a group of complimentary land uses." This indicates that a neighborhood need not be homogeneous, but rather can be a cluster of uses that do not conflict with one another and provide a harmonious climate around the properties. Neighborhood boundaries are typically physical features such as thoroughfares, highways, railroad right-of-ways, rivers, topography, and other physical factors that could act as boundaries.

The subject property is located in the City of Dundas, Minnesota. The property is located at the intersection of Gleason Road and Stafford Lane with good access to Highway #3, Highway #19 and Interstate #35. They are major arteries in the Southern Twin City Metro Area and rural communities just south of the metro area. The approximate neighborhood boundaries consist of competing developments in the Cities of New Prague, Jordan, Northfield, Faribault, Apple Valley, Prior Lake, Burnsville, Savage, Shakopee and Lakeville. This encompasses about 30 square miles of rolling, wooded and open terrain. The subject has several competitive residential, business and industrial developments near the subject property. The Subject is surrounded with new and established commercial, industrial and residential subdivisions in the \$200,000 to multi millions range.

The Subject has convenient access to Highway #3, Highway #19 and Interstate #35, which are major arteries in the Twin City Metro Area. They are good all-weather bituminous roads. The Twin City Metro areas, with all public amenities and major employment centers, are only about 20 minutes away.

Gas, electricity, telephone, storm sewer, water, sewer, gas and cable serve the Subject's area. No soil tests were provided but the soils appear to be stable and adequate to support typical commercial, business and industrial type properties found in the neighborhood. The properties in the area are owner and tenant occupied improvements. The subject is within 1 mile of schools, police and fire department and shopping centers, which is acceptable, commuting distance.

NEIGHBORHOOD MAP



DUNDAS/NORTHFIELD CITY DATA

In January 1855, John Wesley North set out from St. Anthony Falls, MN, to settle land recently ceded by the Dakota tribe. North chose the Cannon River valley because of the great potential for hydrologic power and abundant natural resources. He arrived at the site that would become Northfield with a few people, including his brother-in-law George Loomis. Loomis and North built a sawmill, then a gristmill and a bridge. When plotting Northfield, they ignored the river's natural curvature and platted the town in 95 ridged blocks.

John and his wife, Ann Loomis North, attracted many likeminded people to Northfield. These were people who believed in women's rights, temperance, the abolitionist movement, education and helping your fellow neighbor. The financial panic of 1857 brought the North's to near financial ruin, and in 1859 the North's good friend Charles Wheaton agreed to buy the North's Northfield assets.

Wheaton produced flour at North's gristmill for a few years, and then sold it to Jesse Ames and Sons. Ames enlarged the mill, and at the 1876 Centennial Exposition in Philadelphia, he won the straight flour category for best flour in the United States.

In 1927, Jesse Ames' son Adelbert Ames sold the mill to L.G. Campbell, and Northfield became the headquarters for the Campbell Cereal Co., which produced Malt-O-Meal cereal. The company moved its headquarters to Minneapolis, but kept its production facility in Northfield. Today, Malt-O-Meal still operates the Ames Mill, and Northfield is the only place in the world where its hot cereal is produced.

In 1856, the first school in Northfield was founded with 25 students reporting. In 1874, the Northfield independent school district was formed, and in 1877, the first graduating class consisted of seven girls and no boys.

Northfield College was founded in 1866 by the Minnesota Conference of Congregational Churches. Preparatory classes began in 1867, and in 1871 the college changed its name to honor a benefactor, William Carleton. At the time of his gift of \$50,000 it was the largest gift to a college in the western United States. Today, Carleton's enrollment is around 1,900 students.

The St. Olaf School was formed in 1874 by Rev. B.J. Muus, a Lutheran pastor; Harold Thorsen, a Northfield businessman; and three others. The original purpose of the school was to educate Norwegian immigrants, both men and women, to prepare them for life in the new country. The school was initially located in the public school buildings, and for a few years all of Northfield's educational institutions were within three blocks of each other. College classes began in 1886, even though the college was not officially formed until 1889. Today, St. Olaf's enrollment is around 3,000 students.

At roughly 2:00 p.m., September 7, 1876, eight men rode into town, intent on robbing the First National Bank of Northfield. It would later be called a textbook James-Younger bank robbery, and it began with three members of the gang entering the bank and announcing that it was a holdup. The three desperados ordered three bank employees to open the safe, but were told the vault was locked and couldn't be opened.

On the street, local citizens began to arm themselves when a merchant discovered the robbery in progress. Upon their discovery, two gang members sprang to their horses and began shooting and yelling at the townspeople to leave the street. This forced the other three robbers into the fray. The first to fall was a Swedish immigrant named Nicholas Gustafson, who remained on the street because he did not understand English.

The battle lasted only seven minutes, but when it was over two robbers lay dead in the street and two more were badly wounded. Six outlaws fled south, and the largest manhunt at that time in U.S. history ensued. The Younger brothers were captured and Charlie Pitts was killed near Madelia, MN. Jesse and Frank James escaped the posse and made it to Missouri.

Conclusion:

The Cities of Dundas/Northfield are on the Southern edge of the greater Minneapolis and St. Paul Metro area. Overall, it is a typical rural/suburban community with a good reputation and convenient access to the larger Metropolitan areas. The subject market area has experienced a recent recession in 2008 to approximately 2012, which real estate declined in market value. The market appears to be in recovery since the market lows in 2012. This market has a favorable future forecast and values in the area should continue to recover as the overall economy continues to recover.

During the past 36 months, this market neighborhood and the overall economy has been experiencing a market disruption caused by the Coronavirus. The Federal Reserve lowered short term interest rates to near zero and pledged to support market liquidity. Over the past twelve to eighteen months, inflation increased to a rate near 9% annually, which caused upward pressure on short and long term interest rates. The Federal Reserve increased short term rates approximately 5.25% and indicates the potential for additional rate increases. Since the Federal Reserve increased short term rates, the inflation rate has eased to approximately 4% annually. Market 30 year mortgage rates increased approximately 4.5% over the past twelve months to near 8.25%, but has moderated to approximately 6.5% over the past 30 days. Higher or raising interest rates may have negative market reaction on future marketability and values. Before the coronavirus epidemic, data indicated an overall strong market with stable to slightly appreciating market values. Because data is limited since the outbreak and raising interest rates, data is inconclusive to the affect the outbreak and increasing interest rates may have on marketability and values.

The subject property has an average to good location with good site amenities, a good reputation within the community, its convenience to the metro area, the availability of local services, and the lack of any major adverse influences, long term values should remain stable to slightly increasing for the foreseeable future as the economy continues to recover from the 2008-2012 recession and current economic conditions. There is limited real estate activity of comparable properties in the subject market area or the past 12 months. There is new construction activity and there are some signs of a continued recovery in market values in the residential housing and commercial sector type properties since the recession of 2008-2012. Based on project growth in this market and projected demand for housing and commercial properties, values in the area should remain stable or have slight increases as the economy recovers from the pandemic and current economic factors. This forecast should indicate a favorable environment for the subject property in the future. See attached market report in the addenda.

THE CITY OF DUNDAS/NORTHFIELD



SITE ANALYSIS:

The subject of this analysis are partial splits from two parcels located in the City of Dundas, Minnesota. Parcel #1 is located at 705 Gleason Road. It is owned by Independent School District #659. The site currently has approximately 3.49 acres. The subject of this report is to split off a triangular shaped area along Gleason Road and Stafford Lane with approximately 13,642 sf. The subject area is located in the southwest corner of the site along Stafford Lane South. Parcel #2 is located at 410 Stafford Lane South. It is owned by Ruths Kitchen, LLC. The site currently has approximately 1.30 acres. The subject of this report is to split off a triangular shaped area with approximately 4,845 sf. The subject area is located in the northeast corner of the site. Access to this area is from the parcel's asphalt parking area. See attached map that indicates the location of the proposed new property lines. Because the proposed property splits have not been surveyed, this appraiser was not provided a proposed legal description for the proposed subject areas. See page 17 for the current legal descriptions of parcel #1 and parcel #2. The subject parcels are located in the City of Dundas, Rice County, Minnesota. Access to the subject properties are off of Gleason Road and Stafford Lane. They have good access to Highway #3, Highway #19 and Interstate #35. The subject proposed sites are irregular in shape with slightly sloping topography. The subject Parcel #1 contains approximately 13,642 square feet. Parcel #2 contains approximately 4,845 square feet. The parcels have improvements on the sites, but the subject areas that are to be split off the larger parcel are vacant. Therefore, the market value of the improvements were not analyzed for the purposes of this report.

The site dimensions are irregular in shape. This appraiser was not provided a survey of the subject areas, but the client provided sketches of the areas to be split for both parcels. See attached proposed site map. Typical utility and drainage easements around the perimeter have no adverse effect on value or marketability. There were no other easement noted during my inspection that would have an adverse effect on marketability or value.

There is adequate grading providing for drainage of surface water. The topsoil and subsoil conditions are unknown but appear to be adequate for typical improvements. There is no evidence of settlement or related structural problems from the failure of subsoil in this area.

The utilities available are natural gas, telephone, cable, sewer, water, storm sewer and electrical service.

The zoning classification is B-2 Highway Commercial District and a summary of permitted uses is included in the Addenda.

The subject site conforms to the surrounding properties in this area and the properties are basically homogeneous. No adverse nuisances, odors, or hazards were observed. And the subject site **is not** considered to be in a flood hazard area (Community Panel 27131C0162D, Zone X, dated April 3, 2012).

PROPOSED SITE SKETCH

Proposed Parcel #1 Split Area
XXX Gleason Road
Dundas, Minnesota 55019



PROPOSED SITE SKETCH

Proposed Parcel #2 Split Area
XXX Stafford Lane
Dundas, Minnesota 55019

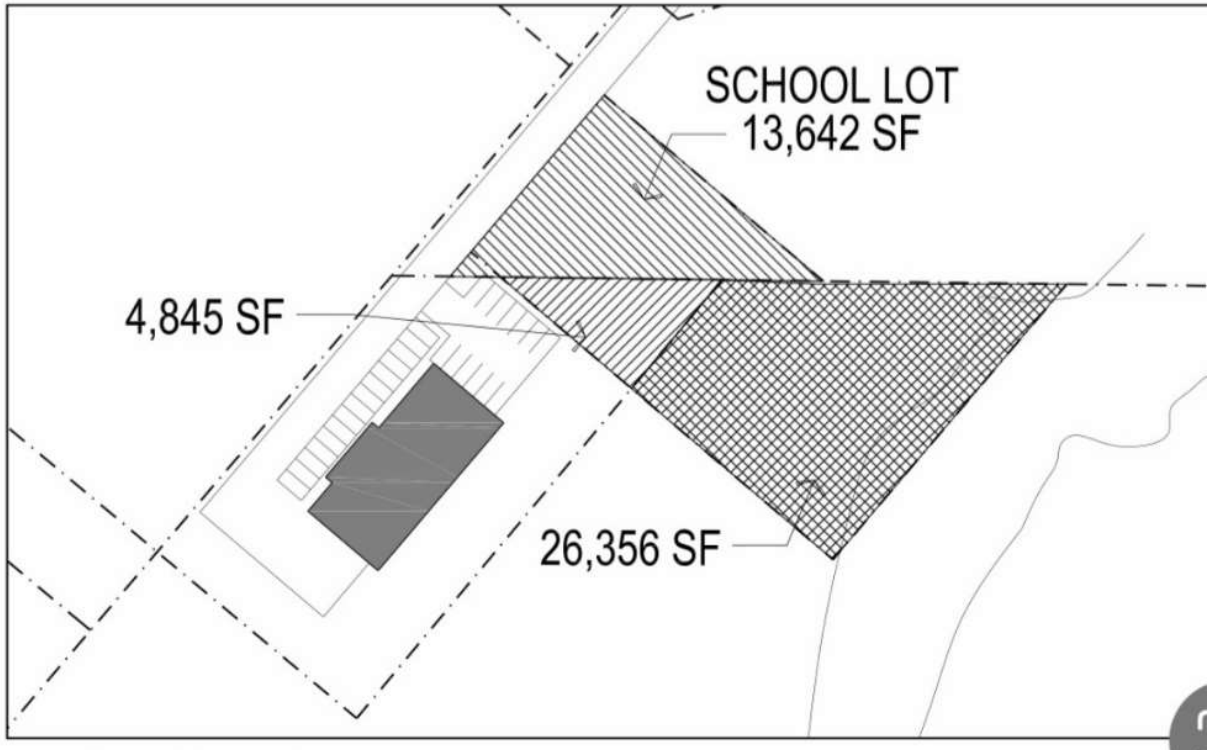


PROPOSED SITE SKETCH provided by CLIENT

XXX Gleason Road and Stafford Lane
Dundas, Minnesota 55019



 SITE SKETCH TWO
1"=50'-0"



SALES HISTORY OF THE SUBJECT

The subject parcel #1 is owned by Independent School District #659. Independent School District #659 purchased the parcel from Gleason Real Estate Holdings, LLLP on July 11, 2019 for a purchase price of \$180,000. Gleason Real Estate Holdings, LLLP owned the parcel for more than three years.

The subject parcel #2 is owned by Ruth’s Kitchen, LLC. Ruth’s Kitchen, LLC purchased the parcel from All Saints Protestant Episcopal Church of Northfield on April 21, 2016 for a sale price of \$165,000. All Saints Protestant Episcopal Church of Northfield owned the parcel for more than three years.

Tax Information Parcel #1

Property Identification Number:	17.11.3.75.021
Taxes Payable 2023:	Exempt
Special Assessments:	Exempt
Total:	Exempt
Assessed Value – 2023	Land - \$231,900

Tax Information Parcel #2

Property Identification Number:	17.14.2.00.002
Taxes Payable 2023:	\$8,038.54
Special Assessments:	\$549.46
Total:	\$8,588.00
Assessed Value – 2023	Land - \$150,000 Building - \$166,600 Total - \$316,600

Based on observation of the real estate taxes of other properties in the area, these taxes appear to be within a reasonable range.

HIGHEST AND BEST USE

Highest and Best Use is defined on page 171 of THE DICTIONARY OF REAL ESTATE APPRAISAL, Third Edition, published in 1993 by the Appraisal Institute as:

The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

It is to be recognized that in cases where the site has existing improvements on it, the highest and best use may very well be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners is implied. Also implied is the fact that the determination of highest and best use results from the appraiser's judgement and analytical skill, i.e., that the use determined through analysis represents an opinion, not a fact to be found. In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (Market Value), another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

In analyzing the highest and best use of a site and improvements, the appraisers have five pertinent areas contributing to highest and best use. These areas are:

1. **LEGAL PERMITTED USES:** this would include uses permitted by local government zoning of the site and deed restrictions, if any.
2. **POSSIBLE USES:** uses possibly permitted by the physical characteristics of the site.
3. **FINANCIALLY FEASIBLE USE:** the appraiser's analysis of all possible and permissible uses which will produce any net return to the owner of the site.
4. **MAXIMUM PROFITABILITY:** After considering items one, two, and three, a conclusion is made as to which use will produce the highest net return to the owner of the site, which use will be the most durable and long term, and which use is legal.

5. **MOST PROBABLE USE:** a use that will promote the greatest good for the greatest number of people; a use that is in the best interests of the community as a whole. The appraisers must complete the site analysis before a conclusion on the highest and best use of the site is possible. This site analysis also indicates the present uses of the subject, which might be considered in this highest and best use analysis.

In determining highest and best use, the test is to discover which program of future utilization is capable of developing the highest net return over a substantial period of time. Highest and best use does not refer to a building of the greatest size that someone may be induced to erect nor does income always need to be interpreted in terms of money. It can take the form of amenities such as an attractive wooded site having a highest and best use as a park, or game refuge. In most properties, the highest and best use is customarily the one, which is permitted by zoning ordinances or private restrictions. There may, however, be cases where the land has a more valuable use than that permitted by law. If there is a strong possibility a change in use would be permitted, then it could properly be considered a factor in affecting value. The first step is to analyze the site as if it were vacant in terms of its potential and its limitations.

ANALYSIS AND SUPPORT OF SITE AS VACANT

The first constraints on possible uses of the subject land include its size, shape, soils, location and topography. The two subject sites are irregular in shape and the size physically restricts it to a limited number of uses. The two parcel soils appear to be stable and able to support normal buildings as found in the area. There is good access, visibility, parking and traffic flow over good all-weather roads by the site to accommodate present and future uses.

The second step to consider is all legally permissible uses and legal restrictions, as they apply to the subject, public restrictions such as zoning and private restrictions such as deed constraints.

As previously indicated in the zoning section of this report, subject is zoned B-2 Highway Commercial District and its permitted and conditional uses are stated. The B-2 Highway Commercial District is intended to provide a district allowing for the development of highway-oriented businesses and “big box” retail uses which require concentrations of auto traffic closely related to existing urban areas and/or major transportation routes. The district is also intended to accommodate those commercial uses which may be incompatible with predominantly retail uses permitted in the downtown business district and whose service is not confined to any one neighborhood or community. See addenda for the permitted and conditional uses. There are no indications of any zoning changes in the foreseeable future.

Due to the size of the proposed two subject parcels with approximately 13,642sf of Parcel #1 and approximately 4,845sf of Parcel #2, its use would be limited to those uses as permitted by present zoning.

Conclusion

Based upon the above analysis, the subject site carries a Highest and Best Use for a Commercial and Business type property. Such development would be legally permissible, physically possible, financially feasible, and maximally productive, as well as in keeping with surrounding land use.

The current and proposed uses of the subject site, as described in prior sections of this report, conforms with the Highest and Best Use conclusion of the site. Other uses of the site were analyzed extensively and the use as a business and commercial type property is concluded to be most profitable and the highest and best use.

THE APPRAISAL PROCESS

In appraising real estate for Estimated Market Value, the appraisers have three approaches to value from which to select: The Cost Approach, the Sales Comparison Approach, and the Income Approach. While all three valuation procedures are normally given consideration, the inherent strengths and applicability of each approach, coupled with the nature of the subject property, must be evaluated in order to determine which will provide supportable estimates of Market Value. The appraisers are then free to select one or more of the appropriate approaches in arriving at a final value estimate.

THE COST APPROACH

The Cost Approach is a value estimation technique developed by calculating the replacement cost of an improved property. All forms of depreciation resulting from physical deterioration, functional obsolescence and economic obsolescence are subtracted from the cost new. The value of the land, as if vacant and available for development, is then added to the depreciated value of the improvements, to produce a total value estimate. Because the proposed areas of the subject parcels are vacant, the Cost Approach was not utilized in this report.

SALES COMPARISON APPROACH

This approach is based upon a comparison of prices paid for similar properties that have sold within a reasonable time. This method of valuation is predicated on the Principle of Substitution, and assumes that an informed buyer will pay no more for a property than the cost of acquiring an equally desirable substitute property. To obtain a supportable estimate of value, adjustments are made for time of sale, location, and differences in physical characteristics. In this appraisal, I **will** utilize the Direct Sales Comparison Approach for vacant parcel to establish the market value of the subject parcels in the hypothetical condition as vacant. This approach compares recent sales of comparable vacant land properties.

INCOME APPROACH

Direct capitalization is a method used to convert an estimate of a single years income expectancy or an annual average of several years income expectancies, into an indication of value in one direct step by dividing the income estimate by an appropriate rate. The rate or factor selected represents the relationship between income and value observed in the market and is derived through comparable sales analysis. A properties income, usually annual Net Operating Income, is divided by its sale price to obtain the income rate. The standard Income Approach will **not** be used within this report. Although some income may be received from the subject land through rent, it would not be purchased by an investor for future development purposes. Therefore, the Income Approach is not considered an appropriate valuation technique for this report.

FINAL RECONCILIATION

The final step in the appraisal process is the reconciliation or correlation of the value indications. In the reconciliation or correlation, the appraisers consider the relative applicability of each of the approaches used, examines the range between the value indications, and places major emphasis on the approach that appears to produce the most reliable solution to the specific appraisal problem. The purpose of the appraisal, the type of property, and the adequacy and reliability of the data analyzed influence the weight given to each of the approaches to value. In analyzing the approaches to value, it can be readily observed that most information pertaining to Market Value of the subject property must be derived from the marketplace because the appraisers anticipate the actions of the buyer and seller in the market.

The appraisers are then put in the position of the well-informed, prudent, potential buyer and view the value question from such a buyer's perceptions and perspectives. The appraisers do this in terms of sales, rentals, operating expenses, land prices, construction costs, and locational and environmental milieu of the segment of the real estate market in which the subject property is competitive. An opinion of estimated value based on this analysis is then produced.

LAND VALUE ESTIMATE

Traditionally, this is an appraisal procedure in which the Market Value estimate is predicated upon prices paid in actual market transactions, and current listings, the former fixing the lower limit of value in a static or advancing market (price-wise), and fixing the higher limit of value in a declining market; and the latter fixing the higher limit of value in any market. It is the process of analyzing sales of similar recently sold properties in order to derive an indication of the most probable sales price of the properties being appraised. The reliability of this technique is dependent upon; (a) the availability of comparable sales data, (b) the verification of sales data, (c) the degree of comparability or the extent of adjustment necessary for differences, (d) the absence of non-typical conditions affecting sales price.

In order to estimate the value of the parcel "as is", the subject property is normally considered in light of sales of other similar sites within the neighborhood or in other competitive locations. From knowledge of this type of market data, a judgment as to the value of the subject property can be made that is considered a valid support to the indicated conclusion.

The estimation of the retail value of the subject property is based upon sales of land, which are close to the size of the Subject "as is".

Examples of closed land sales located nearby which have recently sold and are considered to be both similar and competitive with the subject property have been included for your examination. These sales have been related to the subject property and several pertinent factors have been considered such as size, time, topography, views, utilities, level of development in the area, etc.

Land sales of reasonable comparability were analyzed and adjustments were made from the comparables to the Subject in order to arrive at an indicated value range for the subject sites. A plus (+) adjustment is made if the comparable is inferior to the Subject and a minus (-) adjustment is made if it is considered superior to the Subject, based on the appraiser's judgment from experience and knowledge of the neighborhood.

During the past 36 months, this market neighborhood and the overall economy has been experiencing a market disruption caused by the Coronavirus. The Federal Reserve lowered short term interest rates to near zero and pledged to support market liquidity. Over the past twelve to eighteen months, inflation has increased to a rate near 9% annually, which caused upward pressure on short and long term interest rates. The Federal Reserve has increased short term rates approximately 5.25% and indicates the potential for future additional rate increases. Since the Federal Reserve increased short term rates, the inflation rate has eased to approximately 4% annually. Market 30 year mortgage rates have increased approximately 4% over the past twelve months to near 8.25%, but has moderated to approximately 6.5%. Raising interest rates may have negative market reaction on future marketability and values. Before the coronavirus epidemic, data indicated an overall strong market with stable to slightly appreciating market values. Because data is limited since the outbreak and raising interest rates, data is inconclusive to the affect the outbreak and increasing interest rates may have on marketability and values.

In the following analysis, Sales #1 thru #4 are the most recent comparable parcel sales with similar uses as the subject property. These sales will be adjusted to estimate the market value of the subject properties “as-is” parcel.

COMPARABLE SALE #2

PID: 19.25.2.59.002
Information Source: County Records, NSMLS, Realist, eCRV
Date of Sale: July 31, 2023
Legal description: Lot 2, Block 1 Rolling Ridge Market Place 6th Addition, together with those rights in Outlots A and B, Rolling Ridge Market Place 5th Addition as set forth by Amended and Restated shared easement and maintenance agreement filed as Document #A718860, Lonsdale, Rice County, MN
Grantor: First National Bank of Le Center
Grantee: Wetzee's Wash, LLC
Sales Price: \$60,000
Type Conveyance: WD
Location: 627 Ash Street NE, Lonsdale, MN
Utilities: All in place – Electric, Telephone, Sewer, Water and Storm Sewer.
Zoning: PUD Planned Urban Development District
Lot Size: 58,370 +/- sq. Ft
Price Per Sq. Ft.: \$1.03
General Comments: Located in a competing business development area in the City of Lonsdale, Minnesota. It has good access and visibility to Highway #19. It is located in a common interest community with shared maintenance of common development streets and parking areas.



COMPARABLE SALE #3

PID: 19.25.4.27.003
Information Source: County Records, NSMLS, Realist, eCRV
Date of Sale: March 6, 2023
Legal description: Outlot A, Willow Creek Commons 2nd Addition, Lonsdale, Rice County, MN
Grantor: City of Lonsdale
Grantee: GPM Lonsdale, LLC
Sales Price: \$132,500
Type Conveyance: WD
Location: XXX Commerce Drive, Lonsdale, MN
Utilities: All in place – Electric, Telephone, Sewer, Water and Storm Sewer.
Zoning: B-2 Highway & Business Services District
Lot Size: 102,802 +- sq. Ft
Price Per Sq. Ft.: \$1.29
General Comments: Located in a competing business development area in the City of Lonsdale, Minnesota. It has good access to Highway #19. It is on a corner lot.



COMPARABLE SALE #4

PID: 17.14.2.25.003
Information Source: County Records, NSMLS, Realist, eCRV
Date of Sale: February 16, 2023
Legal description: Lengthy, In Appraiser's File, Scott County, MN
Grantor: H3D, LLC
Grantee: Midwest Property Brothers, LLC
Sales Price: \$59,500
Type Conveyance: WD
Location: 399 Stafford Road N, Dundas, MN
Utilities: All in place – Electric, Telephone, Sewer, Water and Storm Sewer.
Zoning: B-2 Highway Commercial
Lot Size: 73,181 +- sf (22,267sf Useable)
Price Per Sq. Ft.: \$0.81 – (\$2.67 Useable Area)
General Comments: Located in a competing business development in the City of Dundas, Minnesota. The sale is a parcel with some steep wood terrain and has limited useable area. The sale has a shared driveway with the abutting parcel. It has wooded and sloping terrain to the rear of the parcel.



ADJUSTMENT RATIONALE – SITE SALES

In this report, I have examined many sales and current active listings of sites competitive with the subject sites. I have included four (4) of those sales considered most indicative of the subject's prospective market value for further analysis. The recited sales are the closest in proximity with similar zoning and political influences on their reported values.

Because no two properties are exactly identical, adjustments were made to account for differences between comparable sales and the subject.

Time :

It was determined by market analysis that there has been no supportable, measurable change in the market values for vacant land within the subject's market area in the last 2 years. Therefore, no adjustment was required for time.

Location :

Based upon the appraiser's judgement concerning location, visibility, view, access and other subjective considerations.

Size :

This adjustment recognizes the fact that larger land parcels generally command market values per square foot that are less than those of smaller tracts of land. This economy of size factor was not present in the land sales that have been analyzed during the course of this appraisal investigation. Therefore, no adjustment was made for size.

I have analyzed these variables and will apply them to the comparable sites. Following is a recap of the data analysis and an estimate of value for the subject site to be utilized in the Cost Approach.

COMPARABLE LAND SALES SUMMARY

Sale No.	Date Sold	Sales Price	Size Sq.Ft.	Sale \$ per Sq.Ft.
1	6/6/2023	\$210,000	130,680	\$1.61
2	7/31/2023	\$60,000	58,370	\$1.03
3	3/6/2023	\$132,500	102,802	\$1.29
4	2/16/2023	\$59,500	73,181	\$0.81

Mean : \$1.19

ESTIMATING MARKET VALUE FOR THE SUBJECT SITE

Establishment of an estimate of market value for the subject site involves selection of comparables with the most similar characteristics to the subject sites and with the most similar amenities of view, access, utilities and use.

LAND SALES ADJUSTMENT GRID PARCEL #1

Sale No.	Sale \$ per Sq.Ft.	Time X	Location X	Size X	Net = Adjustment Factor	Indicated Value Per Sq.Ft.
1	\$1.61	1.00	1.00	1.00	1.00	\$1.61
2	\$1.03	1.00	1.30	1.00	1.30	\$1.34
3	\$1.29	1.00	1.00	1.00	1.00	\$1.29
4	\$0.81	1.00	1.30	1.00	1.30	\$1.05

Mean : \$1.32

LAND SALES ADJUSTMENT GRID PARCEL #2

Sale No.	Sale \$ per Sq.Ft.	Time X	Location X	Size X	Net = Adjustment Factor	Indicated Value Per Sq.Ft.
1	\$1.61	1.00	.70	1.00	.70	\$1.13
2	\$1.03	1.00	1.00	1.00	1.00	\$1.03
3	\$1.29	1.00	.70	1.00	.70	\$0.91
4	\$0.81	1.00	1.00	1.00	1.00	\$0.81

Mean : \$0.97

Explanation of Adjustments – Comparable Land Sales

- Sale #1** is a sale in a competing business district in the City of Northfield, MN. The subject market appears to have been stable to slightly appreciating over the past few years, but data is limited and inconclusive. Therefore, no adjustment was made for time. Sale is in a competing development area in the City of Northfield, Minnesota with good access to Highway #3. The topography, zoning and access are similar to the subject. The sale is located on a corner lot, which is similar to the Parcel #1, but superior to Parcel #2. Therefore, no adjustment was made for location for parcel #1 and a 30% downward adjustment was made for Parcel #2.
- Sale #2** is a sale in a competing business district in the City of Lonsdale, MN. The subject market appears to have been stable to slightly appreciating over the past few years, but data is limited and inconclusive. Therefore, no adjustment was made for time. Sale is in a competing development area in the City of Lonsdale, Minnesota with good access and visibility to Highway #19. The topography, zoning and access are similar to the subject. The sale is located in a competing business area of the city with common development areas. The sale is not located on a corner lot, which is inferior to the Parcel #1, but similar to Parcel #2. Therefore, a 30% upward adjustment was made for location for parcel #1 and no adjustment was made for Parcel #2.
- Sale #3** is a sale in a competing business district in the City of Lonsdale, MN. The subject market appears to have been stable to slightly appreciating over the past few years, but data is limited and inconclusive. Therefore, no adjustment was made for time. Sale is in a competing development area in the City of Lonsdale, Minnesota with good access to Highway #19. The topography, zoning and access are similar to the subject. The sale is located on a corner lot, which is similar to the Parcel #1, but superior to Parcel #2. Therefore, no adjustment was made for location for parcel #1 and a 30% downward adjustment was made for Parcel #2.
- Sale #4** is a sale in the same business district in the City of Dundas, MN. The subject market appears to have been stable to slightly appreciating over the past few years, but data is limited and inconclusive. Therefore, no adjustment was made for time. Sale is in the same development area in the City of Dundas, Minnesota with good access and visibility to Highway #3. The topography, zoning and access are similar to the subject. The sale is located in the same business area as the subject property with a shared driveway access to Stafford Road. The sale is not located on a corner lot, which is inferior to the Parcel #1, but similar to Parcel #2. Therefore, a 30% upward adjustment was made for location for parcel #1 and no adjustment was made for Parcel #2.

Correlation of Comparables to Subject Site

Because of the reasonable proximity of all Sale Comparables with similar influences of zoning, location, use, access, ect., the appraisers believe that the subject site will have similar influences on estimated market value as the comparable sales.

The adjusted sale prices of the comparable sales indicated value per square foot falls in a range of \$0.81 per square foot and \$1.61 per square foot with an adjusted mean of \$1.32 per square foot for Parcel #1 and \$0.97 per square foot for Parcel #2. All of the comparables have similar commercial uses as the subject and are considered competitive.

Consideration of all factors of all recited data by the appraisers and consideration of the location of the subject with good access and visibility and the subject having all utilities in place. Comparables #1, #2, #3 and #4 appears to be the best representation of the subject's site area. Therefore, most weight was given to the mean adjusted sale price of the four closed sales. The sales indicate an estimate of value of \$1.30 per square foot for Parcel #1 and an estimate of value of \$1.00 per square foot for Parcel #2 and is supported by the comparables.

No other discoverable data exists on commercial land sales within the City of Dundas, Minnesota.

Therefore, the site value of the subject parcels are as follows;

Parcel #1 with a proposed site area of approximately 13,642 square feet times \$1.30 per square foot equals \$17,735.

Rounded to \$18,000

Parcel #2 with a proposed site area of approximately 4,845 square feet times \$1.00 per square foot equals \$4,845.

Rounded to \$5,000

RECONCILIATION AND FINAL ESTIMATE OF VALUE

In summary, the value indications for the three approaches to value utilized in this appraisal for the subject property located in the City of Dundas with the subject improvement is as follows:

DIRECT SALES COMPARISON APPROACH PARCEL #1 :	\$18,000
DIRECT SALES COMPARISON APPROACH PARCEL #2 :	\$5,000

In the appraisal process, the replacement cost reflects the cost of constructing a new property from the ground up, then depreciating the property according to its estimated effective age.

The Cost Approach value indication is based on data from both a nationally recognized cost service which has been adjusted to current time and location, as well as information supplied by local builders and suppliers. Because the subject of this report are areas that are vacant, this approach to value was not used in this report.

The Direct Sales Comparison Approach was based on the analysis of sales of generally competitive commercial properties. These sales were thoroughly analyzed and adjustments were made for those dissimilarities between the comparable sales and the subject property. Most lenders are primarily concerned with the potential sales price of secured property and most weight was given this approach.

The Income Approach is generally emphasized in the appraisal of income producing properties. A potential buyer or developer is primarily interested in the income producing capability of a commercially zoned property, while the underwriters are similarly interested in the income producing aspects as a measure of its ability to properly cover the mortgage debt service. In recent years, the market has been over built. The market has been over built and vacancy rates were higher, which held down lease rates. Although the subject sites could generate income as a vacant site, the typical investor for this type of property are not concerned with its vacant land income generation. Therefore, this analysis was not used in this report.

This report is based on sales data of similar properties in the area and the subject sites having good access to Highway #3, Highway #19 and Interstate #35 and are well traveled roads in and around the Twin City Metro Area. They are also a major artery in the southern Twin City Metro Area. This gives the subject good access to area interstate highway systems. Therefore, the indicated market value of the three approaches and my opinion to value is supported by the data in this market area.

In correlating the three approaches into a final estimate of value, I have considered the purpose of the appraisal, the age and type of property, and the adequacy of the data processed in each of the three approaches. The subject is well located and were vacant areas of Parcel #1 and Parcel #2. These considerations influenced the weight to be given each approach.

It is estimated that the marketing time, based on other sales in the area near the appraised value, would be approximately one year.

As a result of my investigation and analysis, it is my opinion that the market value of the fee simple interest on January 25, 2024 is:

Parcel #1 - \$18,000

Parcel #2 - \$5,000

National Flood Hazard Layer FIRMette

93°11'55"W 44°25'53"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS



OTHER AREAS OF FLOOD HAZARD



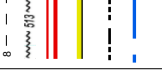
OTHER AREAS



GENERAL STRUCTURES



OTHER FEATURES



MAP PANELS

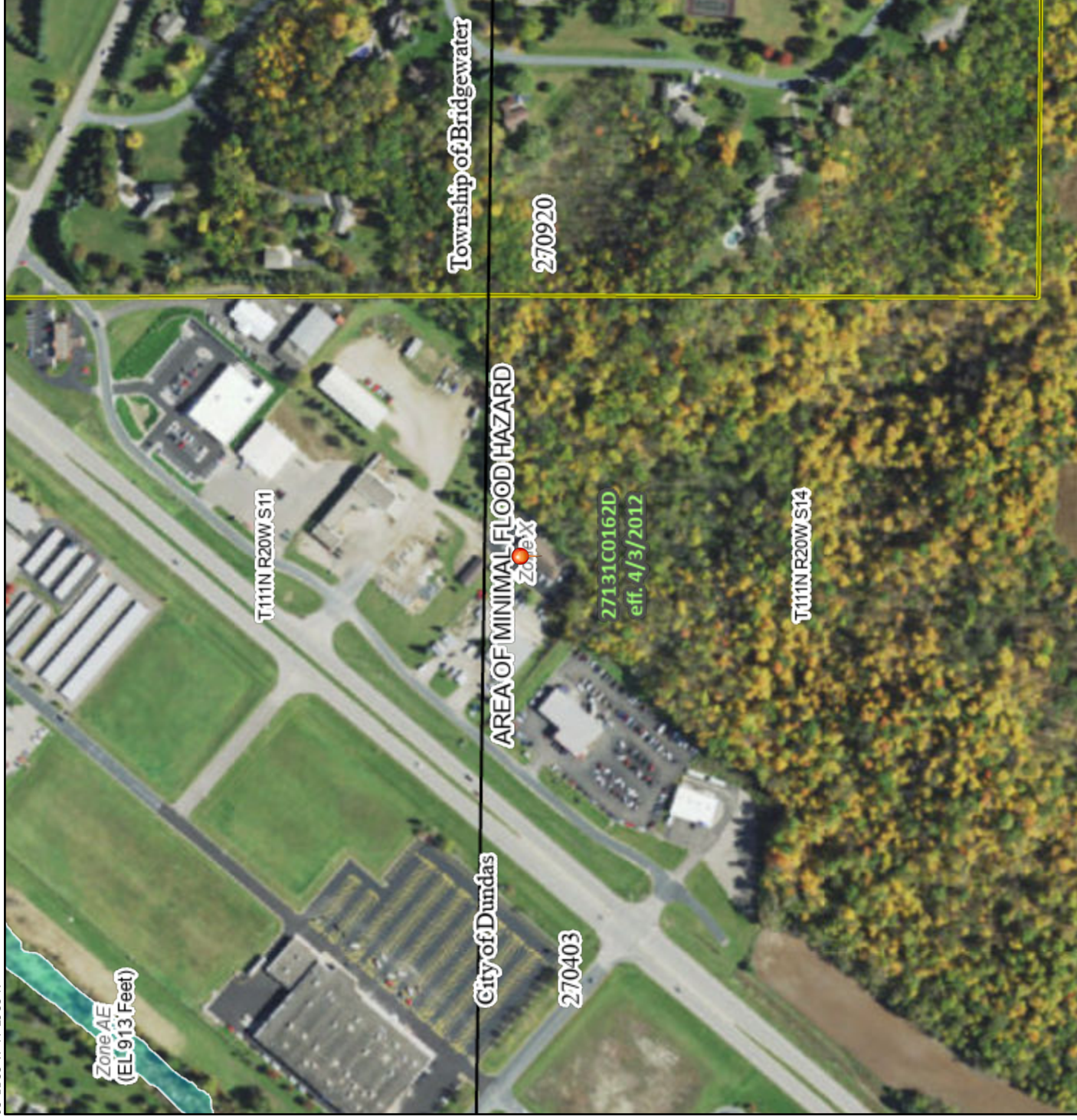


The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/30/2024 at 3:55 PM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



93°11'17"W 44°25'27"N



Basemap Imagery Source: USGS National Map 2023

§ 154.096 B-2, HIGHWAY COMMERCIAL DISTRICT.

(A) *Purpose.* The B-2 Highway Commercial District is intended to provide a district allowing for the development of highway oriented businesses and “big box” retail uses which require concentrations of auto traffic closely related to existing urban areas and/or major transportation routes. The district is also intended to accommodate those commercial uses which may be incompatible with predominantly retail uses permitted in the downtown business district and whose service is not confined to any one neighborhood or community.

(B) *Permitted uses.* Permitted uses in the B-2 District include:

(1) Auto service stations, repair shops and tire and battery sales;

(2) Retail centers and commercial office buildings. Development of individual and/or groups of buildings that are 80,000 square feet (individually and cumulatively) and larger require zoning as PUD. Expansions of existing buildings over 80,000 square feet or expansions resulting in buildings that are 80,000 square feet (individually and cumulatively) also require zoning as a PUD. The projects will be evaluated based on the design guidelines in §§ 154.115 through 154.128 of this chapter;

(3) All permitted uses allowed in the B-1 District; and

(4) Hotels.

(C) *Accessory uses.* Permitted accessory uses in the B-2 District are those commercial or business buildings and structures accessory to the principal use. The accessory uses shall not exceed 30% of the gross floor space of the principal use.

(D) *Conditional uses.*

(1) Conditional uses in this district are subject to the following requirements:

(a) A conditional use permit is applied for based on procedures set forth in § 154.022 of this chapter;

(b) Screening and landscaping in compliance with § 154.071 of this chapter shall be required; and

(c) Off-street parking is provided in compliance with § 154.067 of this chapter.

(2) Conditional uses in this district include:

(a) Commercial developments undertaken by two or more property owners in which the extension of an existing structure is proposed, a new structure is proposed, or a structure spans more than one lot. Side yards shall not be required (a zero lot line setback) in these cases unless the side yard abuts residentially zoned property or a public road. Side yard requirements specified below shall apply in these areas;

(b) Light manufacturing;

(c) Warehousing signs larger than those permitted in division (E) below;

(d) Printing and publishing services;

(e) Accessory adult uses as defined in Ch. 117 of this code; and

(f) Banquet hall (principal use), club or lodge, or religious institution when part of a multi-tenant structure; provided, the aggregate of all such uses in a single structure does not occupy more than 25% of the structure or 1,000 square feet, whichever is greater.

(E) *Performance standards.* The following minimum requirements shall be observed in the B-2 District:

(1) Lot area: the minimum necessary to meet all setbacks and other requirements of this chapter;

(2) Lot width: no minimum;

(3) Setbacks:

(a) Front yards: not less than 25 feet. In the case of corner lots, two front yards will be required.

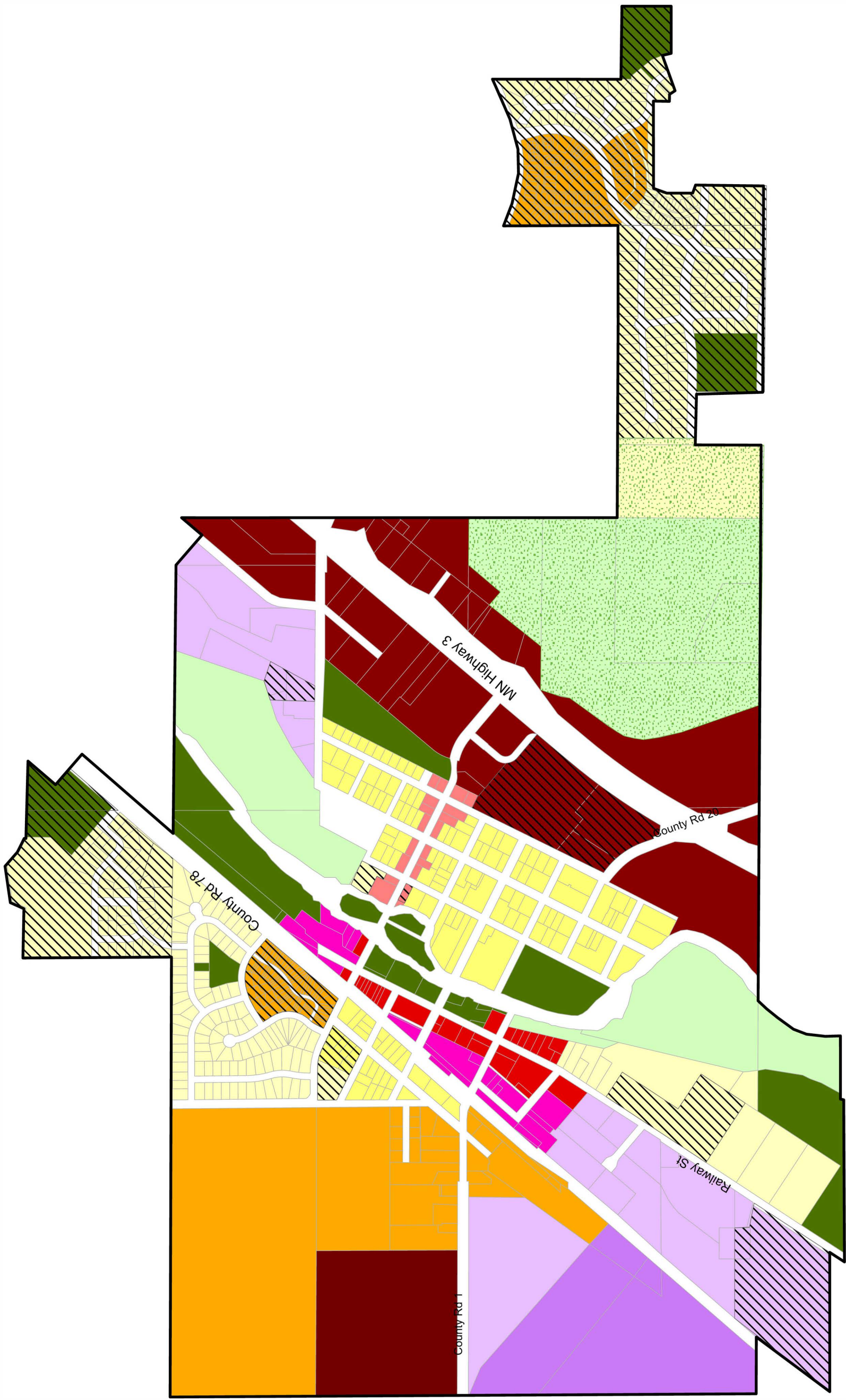
(b) Side yards: not less than ten feet on each side, except where there is a permissible zero lot line setback pursuant to division (D)(2)(a) above or 25 feet when abutting a public right-of-way or a residential district; and

(c) Rear yards: not less than 25 feet.

(4) Outside storage of materials, equipment, unused vehicles, truck trailers or products is not permitted unless authorized by conditional use permit.

(F) *Interim uses.* The following are interim uses in a B-2 District and require an interim use permit based upon procedures set forth in and regulated by § 154.026 of this chapter: none.

(Ord. passed 3-20-2002, § 13; Ord. 2017-01, passed 3-27-2017; Ord. 2019-01, passed 1-28-2019, § 1)



	R-1 Single Family Residential		B-1A Downtown Core Business		G-I General Industrial
	R-2 Traditional Residential		B-1B Downtown Mixed Use		P-OS Public-Open Space
	R-3 Multifamily Residential		HSD Hester Street District		Bluff Protection District
	R-4 High Density Residential		B-2 Highway Commercial District		PUD
	NRSF Natural Resource SF Residential		L-I Limited Industrial		Boundary

ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: DUE DILIGENCE

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1. Date 5/7/2024

2. Page 1

3. Addendum to Purchase Agreement between parties, dated May 7 2024
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. XXX Gleason Rd Dundas MN 55019

6. In the event of a conflict between this Addendum and any other provision of the Purchase Agreement the language
7. in this Addendum shall govern.

8. This Purchase Agreement is contingent upon Buyer's reasonable approval of due diligence matters as agreed to in
9. this Addendum.

10. Title and examination and title corrections and remedies are excluded from this Addendum and shall be handled in
11. accordance with terms specified in the Examination of Title and Title Corrections and Remedies section of this
12. Purchase Agreement.

13. Buyer shall satisfy himself/herself/itself with respect to the physical condition of the Property and the feasibility
14. and suitability of the Property for Buyer's intended purpose within the respective time period(s) specified herein. Buyer
15. acknowledges that any information provided by Seller, a third party, or broker representing or assisting Seller regarding
16. dimensions, square footage, or acreage of land or improvements is approximate. Buyer shall verify the accuracy of
17. information to Buyer's satisfaction, at Buyer's sole cost and expense.

18. Buyer may declare this Purchase Agreement canceled by providing written notice to Seller, or licensee representing
19. or assisting Seller, within the respective time period(s) specified herein, in which case this Purchase Agreement is
20. canceled. Buyer and Seller shall immediately sign a written cancellation confirming said cancellation and directing
21. all earnest money paid hereunder to be refunded to Buyer, unless provided otherwise in this Purchase Agreement.

22. Buyer's failure to give written notice of cancellation of this Purchase Agreement, within the respective time period(s)
23. specified herein shall conclusively be deemed Buyer's election to proceed with the transaction without correction of
24. any disapproved items that Seller has not agreed in writing to correct or remedy.

25. **Buyer's Responsibility Regarding Due Diligence:** Buyer shall keep the Property free and clear of all liens, shall
26. indemnify, defend, and hold Seller harmless from all liability, claims, demands, damages, costs or expenses, incurred
27. by Seller by reason of any physical damage to the Property or injury to persons caused by Buyer or its agents or
28. contractors in exercising its rights under this Addendum, and shall return the Property to the same condition it was
29. in prior to Buyer's testing. Buyer shall not disturb any tenants, employees or occupants of the Property.

30. **Seller's Responsibility Regarding Due Diligence:** Seller agrees to allow reasonable access to the Property for
31. performance of any surveys, due diligence or inspections agreed to herein. Seller understands that the inspections
32. may require that all utilities be on and the Seller is responsible for providing same at Seller's expense. If the Property
33. is occupied by someone other than Owner, Owner shall comply with Minnesota law and existing Owner's lease, if
34. any, to provide tenant with proper notice in advance of any Property showing.

35. **A. ENVIRONMENTAL ASSESSMENTS/INSPECTIONS:**

36. (i) **Phase I:** This Purchase Agreement IS IS NOT contingent upon BUYER SELLER
----- (Check one.) -----

37. obtaining a Phase I environmental site assessment of the Property at BUYER'S SELLER'S expense
----- (Check one.) -----

38. within 60 days of Final Acceptance Date of this Purchase Agreement.

39. Buyer shall provide reasonable approval of the Phase I environmental site assessment within

40. 15 days of either:

41. (a) Final Acceptance Date of this Purchase Agreement if the Phase I environmental site assessment is
42. obligated to be obtained by Buyer; or

43. (b) receipt of the Phase I environmental site assessment if Seller is obligated to obtain.

45. Property located at XXX Gleason Rd Dundas MN 55019

46. (ii) **Phase II:** This Purchase Agreement IS IS NOT contingent upon BUYER SELLER
-----*(Check one.)*-----

47. obtaining a Phase II environmental site assessment of the Property at BUYER SELLER
-----*(Check one.)*-----

48. expense within _____ days of Final Acceptance Date of this Purchase Agreement.

49. Buyer shall provide reasonable approval of the Phase II environmental site assessment within

50. _____ days of either:

51. (a) Final Acceptance Date of this Purchase Agreement if the Phase II environmental site assessment is
52. obligated to be obtained by Buyer; or

53. (b) receipt of the Phase II environmental site assessment if Seller is obligated to obtain.

54. (iii) **Other Testing:** This Purchase Agreement IS IS NOT contingent upon BUYER SELLER
-----*(Check one.)*-----

55. obtaining other Intrusive Testing of the Property at BUYER'S SELLER'S expense within
-----*(Check one.)*-----

56. _____ days of Final Acceptance Date of this Purchase Agreement.

57. Buyer shall provide reasonable approval of the assessment/inspection within

58. _____ days of either:

59. (a) Final Acceptance Date of this Purchase Agreement if the assessment/inspection is obligated to be obtained
60. by Buyer; or

61. (b) receipt of the assessment/inspection if Seller is obligated to obtain.

62. For purposes of this form, "Intrusive Testing" shall mean any testing, inspection(s) or investigation(s) that
63. changes the Property from its original condition or otherwise damages the Property.

64. Buyer SHALL SHALL NOT be required to provide Seller with a copy of any assessment/inspection
-----*(Check one.)*-----

65. reports obtained by Buyer.

66. (iv) **Seller's Representations on Environmental Concerns:** To the best of Seller's knowledge, there are no
67. hazardous substances or underground storage tanks except herein noted:

68. _____

69. _____

70. _____

71. **B. GOVERNMENTAL APPROVAL:** The following items, if applicable, shall be completed within
72. 150 days of Final Acceptance Date of this Purchase Agreement.

73. (i) This Purchase Agreement IS IS NOT contingent upon Buyer obtaining approval of governing body of
-----*(Check one.)*-----

74. development or subdivision plans, as described below, at BUYER SELLER expense. If IS, Seller shall
-----*(Check one.)*-----
75. cooperate with Buyer to obtain such approval.

76. _____

77. (ii) This Purchase Agreement IS IS NOT contingent upon Buyer obtaining approval of governing body for
-----*(Check one.)*-----

78. rezoning or use permits, as described below, at BUYER SELLER expense. If IS, Seller shall
-----*(Check one.)*-----
79. cooperate with Buyer to obtain such approval.

80. _____

81. _____

83. Property located at XXX Gleason Rd Dundas MN 55019

84. **C. OTHER CONTINGENCIES:** This Purchase Agreement is contingent upon Buyer's reasonable approval of the
85. following items, if checked. Buyer shall approve the items within 120 days of either:
86. (a) Final Acceptance Date of this Purchase Agreement if Buyer is obligated to obtain the item; or
87. (b) receipt of the item if Seller is obligated to obtain the item.
88. (Select appropriate options i-vi.)

89. (i) BUYER SELLER obtaining a certificate of survey of the Property, at BUYER SELLER
90. expense. ------(Check one.)-----

91. (ii) BUYER SELLER obtaining soil tests which indicate that the Property may be improved without
92. extraordinary building methods or costs, at BUYER SELLER expense.
------(Check one.)-----

93. (iii) BUYER SELLER obtaining copies of all covenants, reservations and restrictions affecting the Property,
94. at BUYER SELLER expense.
------(Check one.)-----

95. (iv) BUYER SELLER obtaining and approving copies of Association documents at BUYER SELLER
96. expense. ------(Check one.)-----

97. (v) Buyer obtaining from Seller copies of all documents in Seller's possession or control relating to the rights
98. of tenants, including but not limited to, rent rolls, leases, common area maintenance fees, and estoppel
99. certificates.

100. Seller assigns all right, title, and interest in and to the tenant security deposits and the interest earned, if
101. any, and credited thereon (collectively, the Security Deposits) for the Property at closing. Seller warrants
102. that the Security Deposits being assigned are all of the Security Deposits being held for tenants at the
103. Property. Seller shall, immediately after closing, notify tenant of the Security Deposit transfer and of Buyer's
104. name and address as required under MN Statute 504B.178, Subd. 5. Buyer agrees to hold and apply all
105. of the Security Deposits in accordance with the terms of the leases of the Property pursuant to MN Statute
106. 504B.178 and indemnify and agree to hold and defend Seller, its legal representatives, successors and
107. assigns harmless from and against any and all claims, actions, suits, proceedings, demands, assessments,
108. judgments, liabilities and costs including, without limitation, reasonable attorney's fees and expenses of
109. any kind whatsoever, arising from and after the date of closing asserted by said tenants or any person
110. or persons claiming under any of them with respect to any of the Security Deposits.

111. (vi) Buyer obtaining from Seller copies of all permits applicable to the Property, operating statements for the
112. last _____ years, vendor contracts, and any other documents in Seller's possession or
113. control and relating to the Property.

114. Buyer acknowledges that Seller makes no representations or warranties by providing any documents to
115. Buyer. Buyer agrees to return all such documents to Seller upon Seller's written request.

117. Property located at XXX Gleason Rd Dundas MN 55019

118. **D. BUYER INVESTIGATIONS:** This Purchase Agreement IS IS NOT contingent upon Buyer's investigations
-----*(Check one.)*-----

119. of the Property for Buyer to satisfy himself/herself/itself with respect to the physical condition of the Property and
120. the feasibility and suitability of the Property for Buyer's intended purpose. Any Buyer investigations shall be
121. completed within 150 days of Final Acceptance Date of this Purchase
122. Agreement. All Buyer investigations shall be at Buyer's sole cost and expense.

123. **SELLER**

BUYER

124. _____
(Business Entity or Individual Name)

(Business Entity or Individual Name)

125. By: _____
(Seller)

By: Lance Manty
(Buyer)

126. Its: _____
(Title)

Its: _____
(Title)

127. _____
(Date)

(Date) 5/7/24

128. **SELLER**

BUYER

129. _____
(Business Entity or Individual Name)

(Business Entity or Individual Name)

130. By: _____
(Seller)

By: _____
(Buyer)

131. Its: _____
(Title)

Its: _____
(Title)

132. _____
(Date)

(Date)

133. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
134. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

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1. Page 1 Date May 7th 2024

2. BUYER(S) is/are: Lance Manty, (Check one.)

3. individual(s); or a business entity organized under the laws of the State of _____.

4. SELLER(S) is/are: _____, (Check one.)

5. individual(s); or a business entity organized under the laws of the State of _____.

6. Buyer's earnest money in the amount of _____

7. One Thousand Dollars

8. (\$ 1,000.00) shall be delivered no later than two (2) Business Days after

9. Final Acceptance Date to be deposited in the trust account of: (Check one.)

10. listing broker; or

11. Edina Realty,
(Trustee)

12. **within three (3) Business Days of receipt of the earnest money or Final Acceptance Date whichever is later.**

13. Said earnest money is part payment for the purchase of the property legally described as

14. Section/Township/Range TBD to be provided by a new survey

15. _____

16. Street Address XXX Gleason Rd

17. City of Dundas, County of Rice,

18. State of Minnesota, Zip Code 55019, PID # (s) _____

19. _____ including all fixtures, if any,

20. INCLUDING EXCLUDING all emblements within the Property at the time of this Purchase Agreement, if any,
------(Check one.)-----

21. (collectively the "Property") and INCLUDING EXCLUDING the following personal property, if any, which shall
------(Check one.)-----

22. be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

23. _____

24. _____

25. _____,

26. all of which Property Seller has this day agreed to sell to Buyer for the sum of (\$ 18,000.00)

27. _____

28. Eighteen Thousand Dollars,

29. which Buyer agrees to pay in the following manner:

30. **CASH** of \$ 3,600.00 or more in Buyer's sole discretion, which includes the earnest

31. money and the balance to be paid at the time of closing.

32. **The date of closing shall be** November 27th 2024.

33. **DUE DILIGENCE:** This Purchase Agreement IS IS NOT subject to a due diligence contingency. (If answer is
------(Check one.)-----

34. **IS**, see attached *Addendum to Commercial Purchase Agreement: Due Diligence.*)

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

35. Page 2 Date May 7th 2024

36. Property located at XXX Gleason Rd Dundas MN 55019.

37. This Purchase Agreement IS IS NOT subject to cancellation of a previously executed purchase agreement dated
-----*(Check one.)*-----

38. _____ . (If answer is **IS**, said cancellation shall be obtained no later than

39. _____ .

40. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall
41. immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing all earnest
42. money paid here to be refunded to Buyer.)

43. **OTHER CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if
44. the checked contingencies specified below, if any, are not satisfied or waived, in writing, by Buyer by

45. July 31st 2024 , this Purchase Agreement is canceled as of said date. Buyer and Seller
46. shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing all
47. earnest money paid here to be refunded to Buyer. *(Check all that apply.)*

48. **FINANCING CONTINGENCY:** Buyer shall provide Seller, or licensee representing or assisting Seller, with the
49. Written Statement, on or before the date specified on line 45.

50. For purposes of this Contingency, "**Written Statement**" means a Written Statement prepared by Buyer's
51. mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified
52. in this Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating
53. that an appraisal, satisfactory to the lender(s) has been completed or the lender(s) has waived the appraisal and
54. stating conditions required by lender(s) to close the loan.

55. Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the responsibility
56. for satisfying all conditions, except work orders, required by mortgage originator(s) or lender(s) are deemed
57. accepted by Buyer. Upon delivery of the Written Statement, if this Purchase Agreement does not close on the
58. stated closing date for ANY REASON relating to financing, other than Seller's failure to complete work orders to
59. the extent required by this Purchase Agreement, including but not limited to interest rate and discount points, if
60. any, Seller may, at Seller's option, declare this Purchase Agreement canceled, in which case this Purchase
61. Agreement is canceled. If Seller declares this Purchase Agreement canceled, Buyer and Seller shall immediately
62. sign a written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money
63. paid here to be forfeited to Seller as liquidated damages. In the alternative, Seller may seek all other remedies
64. allowed by law.

65. If the Written Statement is not provided by the date specified on line 45, Seller may, at Seller's option, declare
66. this Purchase Agreement canceled by written notice to Buyer at any time prior to Seller receiving the Written
67. Statement, in which case this Purchase Agreement is canceled. In the event Seller declares this Purchase
68. Agreement canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement
69. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.

70. If the Written Statement is not provided, and Seller has not previously canceled this Purchase Agreement, this
71. Purchase Agreement is canceled as of the closing date specified in this Purchase Agreement. Buyer and Seller
72. shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing
73. all earnest money paid here to be refunded to Buyer.

74. **OTHER CONTINGENCIES:**
75. Contingent on Buyer's ability to purchase part of real estate PID #17.14.2.00.002 with a
signed purchase agreement by July 31, 2024.

76.

77.

78.

79.

80.

81. Seller's expenses for these contingencies, if any, shall not exceed \$ 0.00.

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

82. Page 3 Date May 7th 2024

83. Property located at XXX Gleason Rd Dundas MN 55019

84. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a: *(Check one.)*

85. **WARRANTY DEED** **PERSONAL REPRESENTATIVE'S DEED** **CONTRACT FOR DEED**

86. **TRUSTEE'S DEED** **OTHER:** _____ **DEED** joined in by spouse, if any, conveying
87. marketable title, subject to

88. (a) building and zoning laws, ordinances, state and federal regulations;

89. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

90. (c) reservation of any mineral rights by the State of Minnesota;

91. (d) utility and drainage easements which do not interfere with existing improvements; and

92. (e) others (must be specified in writing): _____

93. _____

94. **TENANTS/LEASES:** Property **IS** **IS NOT** subject to rights of tenants. (If answer is **IS**, see attached *Addendum*
-----*(Check one.)*-----

95. *to Commercial Purchase Agreement: Due Diligence.*)

96. Seller shall not execute leases from the Date of this Purchase Agreement to the date of closing, the term of which lease
97. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be

98. provided to Seller within _____ days of Seller's written request. Said

99. consent shall not be unreasonably withheld.

100. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and

101. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.

102. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall
103. be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.

104. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**

105. **BUYER SHALL PAY** **SELLER SHALL PAY** on date of closing any deferred real estate taxes
-----*(Check one.)*-----

106. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.

107. **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** **SELLER SHALL PAY ON**
-----*(Check one.)*-----

108. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
109. payable in the year or closing.

110. **BUYER SHALL ASSUME** **SELLER SHALL PAY** on date of closing all other special assessments levied as
-----*(Check one.)*-----

111. of the Date of this Purchase Agreement.

112. **BUYER SHALL ASSUME** **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as
-----*(Check one.)*-----

113. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.

114. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
115. assessments or less, as required by Buyer's lender.)

116. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
117. which is not otherwise here provided.

118. As of the Date of this Purchase Agreement, Seller represents that Seller **HAS** **HAS NOT** received a notice
-----*(Check one.)*-----

119. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
120. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before

121. closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and
122. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide

123. for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare
124. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other

125. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
126. Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and

127. directing all earnest money paid here to be refunded to Buyer.

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

128. Page 4 Date May 7th 2024

129. Property located at xxx Gleason Rd Dundas MN 55019.
130. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*
131. **IMMEDIATELY AFTER CLOSING;** or
132. **OTHER:** _____.
133. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property
134. by possession date.
135. **PRORATIONS:** All interest and rents shall be prorated between the parties as of date of closing, unless otherwise
136. agreed to in writing. Buyer shall pay Seller for remaining gallons of fuel oil or liquid petroleum gas on the day of
137. closing, at the rate of the last fill by Seller.
138. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date, Seller shall provide one of
139. the following title evidence options, at Seller's selection, which shall include proper searches covering bankruptcies,
140. state and federal judgments, and liens, and levied and pending special assessments to Buyer or Buyer's designated
141. title service provider:
142. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write
143. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs
144. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title
145. insurance policy(ies), including but not limited to the premium(s), Buyer's name search, and plat drawing, if
146. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,
147. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or
148. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or
149. assisting Seller, upon cancellation of this Purchase Agreement.
150. (b) An abstract of title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date
151. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for
152. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract
153. shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of this
154. Purchase Agreement. If Property is abstract and Seller does not have an abstract of title, Option (a) will
155. automatically apply.
156. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not
157. provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable
158. or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day
159. extension, Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension,
160. either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee
161. representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares
162. this Purchase Agreement canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase
163. Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
164. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land
165. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. Seller
166. warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of
167. the date of closing. Seller warrants that there is a right of access to the Property from a public right of way.
168. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor, materials,
169. machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing in connection with
170. construction, alteration, or repair of any structure on, or improvement to, the Property.
171. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation
172. proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller
173. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any
174. such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g.
175. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
176. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants
177. from the title by recording a statutory form in the office of the county recorder of any county where the property is
178. located.

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

179. Page 5 Date May 7th 2024

180. Property located at XXX Gleason Rd Dundas MN 55019.
181. **DIMENSIONS:** Buyer acknowledges any dimensions or acreage of land or improvements provided by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
184. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any surveys, inspections, or tests as agreed to here. Buyer shall restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any restoration costs.
187. **RISK OF LOSS:** If there is any loss or damage to the Property between Date of this Purchase Agreement and the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's option, by written notice to Seller, or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
193. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.
194. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified) following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified) ending at 11:59 P.M. on the last day.
197. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless stated elsewhere by the parties in writing.
199. **CALENDAR DAYS:** For purposes of this Agreement, any reference to "days" means "calendar days." "Calendar days" include Saturdays, Sundays, and state and federal holidays.
201. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller shall affirm the same by a written cancellation agreement.
204. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the provisions of MN Statute 559.21.
206. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific performance, such action must be commenced within six (6) months after such right of action arises.
209. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**
210. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)
211. Seller is not aware of any methamphetamine production that has occurred on the Property.
212. Seller is aware that methamphetamine production has occurred on the Property.
213. (See Disclosure Statement: Methamphetamine Production.)
214. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are filed with the county recorder in each county where the zoned area is located. If you would like to determine if such zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
218. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may be obtained by contacting the local law enforcement offices in the community where the Property is located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web site at <https://coms.doc.state.mn.us/publicregistrantsearch>
223. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS PURCHASE AGREEMENT.**

226. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

227. Page 6 Date May 7th 2024

228. Property located at XXX Gleason Rd Dundas MN 55019

229. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this

230. Purchase Agreement consists of approximately .313 acres and is currently zoned

231. B-2 Highway Commercial District

232.

233.

234. Seller discloses, to the best of Seller's knowledge, that the Property IS IS NOT in a designated flood zone.
------(Check one.)-----

235. **PREFERENTIAL TAX TREATMENT:** Seller discloses, to the best of Seller's knowledge, that the Property

236. DOES DOES NOT currently receive preferential tax treatment (e.g., Green Acres, Managed Forest Land, Non-
------(Check one.)-----

237. Profit Status, Rural Preserve, SFIA, etc.).

238. **GOVERNMENT PROGRAMS:** Seller discloses, to the best of Seller's knowledge, that the Property IS IS NOT
------(Check one.)-----

239. enrolled in any federal, state, or local governmental programs (e.g., conservation programs, CREP, CRP, EQIP, Green

240. Acres, Managed Forest Land, RIM, riparian buffers, Rural Preserve, SFIA, WRP/RIM-WRP, etc.).

241. **ENVIRONMENTAL CONCERNS:** To the best of Seller's knowledge there are no hazardous substances or

242. underground storage tanks, except where noted here:

243. _____

244. _____

245. _____

246. **(Check appropriate boxes.)**

247. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

248. **CITY SEWER** YES NO / **CITY WATER** YES NO

249. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

250. SELLER DOES DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING
------(Check one.)-----

251. THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Subsurface Sewage*

252. *Treatment System Disclosure Statement*.)

253. **PRIVATE WELL**

254. SELLER DOES DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well
------(Check one.)-----

255. is located on the Property, see *Well Disclosure Statement*.)

256. To the best of Seller's knowledge, the Property IS IS NOT in a Special Well Construction Area.
------(Check one.)-----

257. THIS PURCHASE AGREEMENT IS IS NOT SUBJECT TO AN *ADDENDUM TO PURCHASE AGREEMENT*:
------(Check one.)-----

258. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY*.

259. (If answer is **IS**, see attached *Addendum*.)

260. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**

261. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE**

262. **SEWAGE TREATMENT SYSTEM .**

263. There IS IS NOT a storage tank located on the Property that is subject to the requirements of MN Statute 116.48.
------(Check one.)-----

264. (If answer is **IS**, see *Commercial Disclosure Statement: Storage Tank(s)*.)

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

265. Page 7 Date May 7th 2024

266. Property located at XXX Gleason Rd Dundas MN 55019

AGENCY NOTICE

267. _____
268. _____
(Licensee)

is Seller's Agent Buyer's Agent Dual Agent.

(Check one.)

269. _____
(Real Estate Company Name)

270. Jesse R Steed
(Licensee)

is Seller's Agent Buyer's Agent Dual Agent.

(Check one.)

271. Edina Realty, Inc.
(Real Estate Company Name)

272. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a
273. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual
274. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary
275. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can
276. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,
277. terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or
278. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents
279. may not advocate for one party to the detriment of the other.

CONSENT TO DUAL AGENCY

280. _____
281. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and
282. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its
283. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this
284. transaction without the consent of both parties. Both parties acknowledge that
285. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will
286. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will
287. be shared;
288. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
289. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the
290. sale.
291. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its
292. salespersons to act as dual agents in this transaction.

293. **SELLER:** _____
(Business Entity or Individual Name)

BUYER: _____
(Business Entity or Individual Name)

294. By: _____
(Seller's Signature)

By: _____
(Buyer's Signature)

295. _____
(Seller's Printed Name)

Lance Manty
(Buyer's Printed Name)

296. Its: _____
(Title)

Its: _____
(Title)

297. _____
(Date)

(Date)

298. **SELLER:** _____
(Business Entity or Individual Name)

BUYER: _____
(Business Entity or Individual Name)

299. By: _____
(Seller's Signature)

By: _____
(Buyer's Signature)

300. _____
(Seller's Printed Name)

(Buyer's Printed Name)

301. Its: _____
(Title)

Its: _____
(Title)

302. _____
(Date)

(Date)

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

303. Page 8 Date May 7th 2024

304. Property located at XXX Gleason Rd Dundas MN 55019

305. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the
306. cash outlay at closing or reduce the proceeds from the sale.

307. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code
308. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold
309. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller
310. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

311. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same
312. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive
313. the closing and delivery of the deed.

314. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement
315. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer
316. identification numbers or Social Security numbers.

317. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for
318. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**
319. **compliance, as the respective licensees representing or assisting either party will be unable to assure either**
320. **party whether the transaction is exempt from FIRPTA withholding requirements.**

321. **NOTE:** MN Statute 500.221 establishes certain restrictions on the acquisition of title to agricultural land by aliens
322. and non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the
323. sale of agricultural land and Buyer is a foreign person.

324. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement
325. and all addenda must be fully executed by both parties and a copy must be delivered.

326. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to
327. this transaction constitute valid, binding signatures.

328. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall
329. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer
330. and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this
331. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing by Buyer and Seller or by
332. operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase
333. Agreement.

334. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract
335. for deed.

336. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one
337. (1) of this Purchase Agreement.

338. **OTHER:**

339. _____
340. _____
341. _____
342. _____
343. _____
344. _____
345. _____

**PURCHASE AGREEMENT:
LAND (NON-RESIDENTIAL)**

346. Page 9 Date May 7th 2024

347. Property located at XXX Gleason Rd Dundas MN 55019

348. **ADDENDA:** Attached addenda are a part of this Purchase Agreement.

349. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement.

350. I agree to sell the Property for the price and on the
351. terms and conditions set forth above.

352. **I have reviewed all pages of this Purchase
353. Agreement.**

354. **I have reviewed all pages of this Purchase Agreement.**

355. **If checked, this Agreement is subject to attached
356. Addendum to Purchase Agreement: Counteroffer.**

357. **FIRPTA:** Seller represents and warrants, under penalty
358. of perjury, that Seller **IS** **IS NOT** a foreign person (i.e., a
-----*(Check one.)*-----

359. non-resident alien individual, foreign corporation, foreign
360. partnership, foreign trust, or foreign estate for purposes of
361. income taxation. (See lines 303-319.) This representation
362. and warranty shall survive the closing of the transaction
363. and the delivery of the deed.

364. **SELLER**

365. _____
(Business Entity or Individual Name)

366. By: _____
(Seller's Signature)

367. _____
(Seller's Printed Name)

368. Its: _____
(Title)

369. _____
(Date)

370. **SELLER**

371. _____
(Business Entity or Individual Name)

372. By: _____
(Seller's Signature)

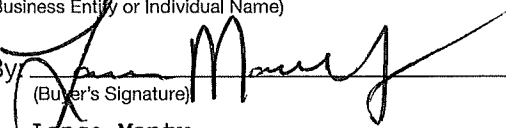
373. _____
(Seller's Printed Name)

374. Its: _____
(Title)

375. _____
(Date)

BUYER

(Business Entity or Individual Name)

By: 
(Buyer's Signature)

Lance Manty
(Buyer's Printed Name)

Its: _____
(Title)

5/7/24
(Date)

BUYER

(Business Entity or Individual Name)

By: _____
(Buyer's Signature)

(Buyer's Printed Name)

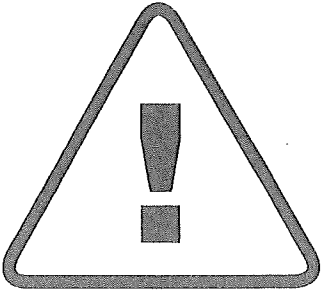
Its: _____
(Title)

(Date)

376. **FINAL ACCEPTANCE DATE:** _____ The Final Acceptance Date
377. is the date on which the fully executed Purchase Agreement is delivered.

378. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**
379. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

THESE SOPHISTICATED CRIMINALS COULD:

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

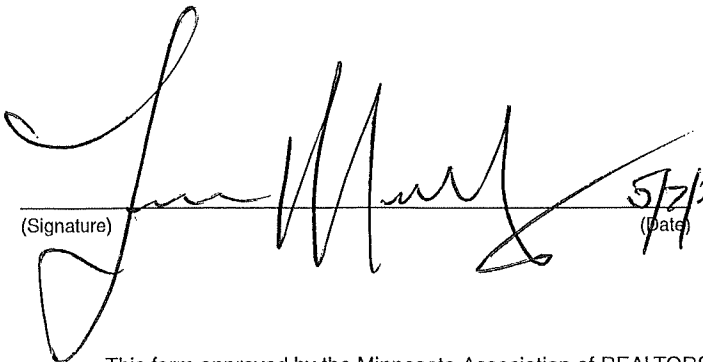
Buyers/Tenants and Sellers/Owners are advised to:

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

If you suspect wire fraud in your transaction:

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.


(Signature) _____ (Date) 5/7/24

(Signature) _____ (Date)

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2024 Bond Referendum Ballot Language and Voter Education Overview

Matt Hillmann, Ed.D., Superintendent | June 10, 2024

Executive Summary: At the March 11 regular meeting, the board directed the administration to prepare for a Nov. 5, 2024 bond referendum election. One of the necessary steps to fulfill this directive is to draft a resolution that formalizes the ballot language and calls for the election.

The district has contracted with the Dorsey & Whitney law firm to translate the board's direction into ballot language. Dorsey & Whitney is one of two law firms in Minnesota that provide this service to school districts. The firm's attorneys draft the language to comply with legal requirements and ensure it is clear and concise so that the public can understand the purpose of the referendum.

The school district has a responsibility to educate the voters about the bond referendum. This includes:

- The reasons for requesting funds.
- The positive outcomes of a successful election for students, staff, and the community.
- The negative effects of an unsuccessful election.
- The cost of the projects.
- The tax impact on school district residents.

As of the June 10 board meeting, we will have conducted 38 internal and external presentations, tours, and other events to inform the public. We have an active website, have used local media, and sent postcards to district residents to inform them about the election.

If the board approves the proposed language, we will promptly post it on our website and use an approach similar to the table below as part of our educational campaign.

Ballot Question	What does this mean? These descriptions have been on the website since its launch on April 2, 2024.
<p>School District Question 1 Approval of School Building Bonds</p> <p>Shall the board of Independent School District No. 659 (Northfield Public Schools), Minnesota be authorized to issue general obligation school building bonds in an amount not to exceed \$95,380,000 for acquisition and betterment of school sites and facilities including, but not limited to, replacing a portion of the high school building with new construction, renovations, improvements, and upgrades to the high school building, facilities, site, and systems, and purchasing equipment and furnishings?</p> <p>BY VOTING “YES” ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE</p>	<p>If Question 1 passes, the plan includes a 120,000-square-foot multi-story classroom addition. It involves strategically demolishing the D, H, M and S wings (102,000 square feet), and renovating the remainder of the existing square footage. Cost: \$95.38 million.</p>
<p>School District Question 2 Approval of School Building Bonds</p> <p>If School District Question 1 above is approved, shall the board of Independent School District No. 659 (Northfield Public Schools), Minnesota be authorized to issue general obligation school building bonds in an amount not to exceed \$18,725,000 for acquisition and betterment of school sites and facilities including, but not limited to, the construction of an expanded gymnasium at the high school?</p>	<p>If Question 2 passes (contingent on Question 1 passing), the plan features a gymnasium addition big enough for four full-sized basketball courts. It would dramatically improve indoor physical education, athletic and community recreation access. Cost: \$18.725 million.</p>

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

**School District Question 3
Approval of School Building Bonds**

If School District Question 1 and School District Question 2 above are approved, shall the board of Independent School District No. 659 (Northfield Public Schools), Minnesota be authorized to issue general obligation school building bonds in an amount not to exceed \$6,975,000 for acquisition and betterment of school sites and facilities including, but not limited to, the construction and installation of a geothermal heating, ventilation, and air conditioning system at the high school?

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

If Question 3 passes (contingent on Questions 1 and 2 passing), the plan includes installing a geothermal system to heat and cool the building. Cost: \$6.975 million.

The district’s previous bond referenda language is similar to this referendum. Below is the 2018 bond referendum language that resulted in over 60% approval:

Shall the board of Independent School District No. 659 (Northfield Public Schools) be authorized to issue its general obligation school building bonds in an amount not to exceed \$40,975,000 to provide funds for the acquisition and betterment of school sites and facilities, including the construction and equipping of a new elementary school facility; the construction of additions to and renovations of the Bridgewater and Sibley Elementary School sites and facilities; the construction of renovations and improvements to the Longfellow School; and the construction of renovations and improvements to the Greenvale Park Elementary School to convert that facility for use as an early childhood center?

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

This language was approved by 62.3% of the voters. It used similar language to what has been proposed for the 2024 bond referendum. It was specific enough to help voters understand without explicit details such as the number of stories or the site where the new elementary school would be constructed.

Additionally, the district has a history of excellent stewardship on bond projects. While the district could have levied the entire \$41 and expanded projects that would have met the criteria in the ballot language, we only levied \$39 million. That is what was needed for the projects promised during the informational campaign. This means taxpayers paid less than what had been proposed during the bond referendum informational campaign. Ehler’s has estimated that taxpayers have paid approximately \$4 million less in interest than originally projected for the Northfield Middle School bonds.

In summary, the district employs the expertise of attorneys who write ballot language for school elections. The language is written to comply with legal requirements and ensure it is clear and concise so that the public can understand the purpose of the referendum. The district works to inform voters and ensure they understand how the referendum will impact students, staff, and the community.

CERTIFICATION OF MINUTES RELATING TO SPECIAL ELECTION

Issuer: Independent School District No. 659 (Northfield Public Schools), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on June 10, 2024 at 6:00 p.m. in the Northfield School District Office Boardroom.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO DETERMINING THE NECESSITY OF
ISSUING GENERAL OBLIGATION BONDS AND CALLING A SPECIAL
ELECTION THEREON

I, the undersigned, being the duly qualified and acting recording officer of the public corporation referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer on June 10, 2024.

School District Clerk

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

RESOLUTION RELATING TO THE NECESSITY OF ISSUING GENERAL OBLIGATION BONDS AND CALLING A SPECIAL ELECTION THEREON

BE IT RESOLVED by the School Board (the Board) of Independent School District No. 659 (Northfield Public Schools), Minnesota (the School District) as follows:

It is hereby found, determined and declared as follows:

1. The Board has investigated the facts and does hereby find, determine and declare that it is necessary and expedient to:

(a) issue general obligation school building bonds in an amount not to exceed \$95,380,000 for acquisition and betterment of school sites and facilities including, but not limited to, replacing a portion of the high school building with new construction, renovations, improvements, and upgrades to the high school building, facilities, site, and systems, and purchasing equipment and furnishings, pursuant to Minnesota Statutes, Chapter 475.

The question on the approval of this borrowing of funds shall be School District Question 1 on the School District ballot at the special election held to approved said authorization.

(b) issue general obligation school building bonds in an amount not to exceed \$18,725,000 for acquisition and betterment of school sites and facilities including, but not limited to, the construction of an expanded gymnasium at the high school, pursuant to Minnesota Statutes, Chapter 475.

The question on the approval of this borrowing of funds shall be School District Question 2 on the School District ballot at the special election held to approved said authorization. The passage of School District Question 2 shall be contingent on the passage of School District Question 1.

(c) issue general obligation school building bonds in an amount not to exceed \$6,975,000 for acquisition and betterment of school sites and facilities including, but not limited to, the construction and installation of a geothermal heating, ventilation, and air conditioning system at the high school, pursuant to Minnesota Statutes, Chapter 475.

The question on the approval of this borrowing of funds shall be School District Question 3 on the School District ballot at the special election held to approved said authorization. The passage of School District Question 3 shall be contingent on the passage of School District Question 1 and School District Question 2.

2. The projects described in paragraph 1 have been submitted to the Commissioner of Education of the State of Minnesota (the Commissioner) for Review and Comment. Said projects and such submission are hereby approved by this Board. The actions of the School District's administration in applying to the Minnesota Department of Education for the Commissioner's Review and Comment and taking such other actions as necessary to comply with the provisions of Minnesota Statutes, Section 123B.71, as amended, are hereby directed, authorized, approved and ratified in all respects. The Board's determination to hold the election to authorize the issuance of the Bonds is contingent upon receiving: (a) a favorable Review and Comment; or (b) an unfavorable review and comment subject to the Board's reconsideration, by resolution, of construction of the projects and the Board's determination to proceed with such construction and approval by 60 percent of the voters voting in the election to approve the issuance of the Bonds, pursuant to Minnesota Statutes, Section 123B.70, Subdivision 4. When the Commissioner's Review and Comment is received, the Clerk is authorized and directed to publish a summary of the Review and Comment in a legal newspaper of general circulation in the School District not less than forty-eight (48) nor more than seventy (70) days before the special election date and the School District will hold a public meeting on the Review and Comment prior to the date of the election.

3. The questions on the approval of the issuance of the Bonds; shall be submitted to the qualified electors of the School District at a special election, which is hereby called and directed to be held in conjunction with the state general election on Tuesday, November 5, 2024, between the hours of 7:00 a.m. and 8:00 p.m.

4. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for this special election are those precincts or parts of precincts located within the boundaries of the School District which have been established by the governing bodies located in whole or in part within the School District.

5. The Clerk is hereby authorized and directed to cause written notice of the special election to be: (a) provided to each County Auditor at least eighty-four (84) days before the date of the special election; (b) provided to the Commissioner at least eighty-four (84) days before the date of the special election; (c) posted at the administrative offices of the School District, for public inspection, at least ten (10) days before the date of the special election; and (d) published in the official newspaper of the School District once each week for at least two consecutive weeks, with the last publication being at least one week before the date of the special election. The Notice of Special Election shall be prepared in substantially the following form:

[The remainder of this page is intentionally left blank]

**NOTICE OF SPECIAL ELECTION
INDEPENDENT SCHOOL DISTRICT NO. 659
(NORTHFIELD PUBLIC SCHOOLS), MINNESOTA**

NOTICE IS HEREBY GIVEN that a special election has been called and will be held in and for Independent School District No. 659 (Northfield Public Schools), Minnesota, on November 5, 2024, between the hours of 7:00 a.m. and 8:00 p.m. to vote on the following questions:

**School District Question 1
Approval of School Building Bonds**

Shall the board of Independent School District No. 659 (Northfield Public Schools), Minnesota be authorized to issue general obligation school building bonds in an amount not to exceed \$95,380,000 for acquisition and betterment of school sites and facilities including, but not limited to, replacing a portion of the high school building with new construction, renovations, improvements, and upgrades to the high school building, facilities, site, and systems, and purchasing equipment and furnishings?

BY VOTING “YES” ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE

**School District Question 2
Approval of School Building Bonds**

If School District Question 1 above is approved, shall the board of Independent School District No. 659 (Northfield Public Schools), Minnesota be authorized to issue general obligation school building bonds in an amount not to exceed \$18,725,000 for acquisition and betterment of school sites and facilities including, but not limited to, the construction of an expanded gymnasium at the high school?

BY VOTING “YES” ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE

**School District Question 3
Approval of School Building Bonds**

If School District Question 1 and School District Question 2 above are approved, shall the board of Independent School District No. 659 (Northfield Public Schools), Minnesota be authorized to issue general obligation school building bonds in an amount not to exceed \$6,975,000 for acquisition and betterment of school sites and facilities including, but not limited to, the construction and installation of a geothermal heating, ventilation, and air conditioning system at the high school?

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

The precincts and polling places for the special election will be the precincts and polling places used for the state general election.

All qualified electors residing in said School District may cast their ballots at the polling places for the precincts in which they reside during the polling hours specified above.

A voter must be registered to vote to be eligible to vote in the special election. Unregistered individuals may register to vote at the polling places on election day.

Dated: June 10, 2024.

BY ORDER OF THE SCHOOL BOARD

/s/ _____, Clerk

[The remainder of this page is intentionally left blank]

6. The Clerk is authorized and directed to acquire and distribute such election materials as may be necessary for the proper conduct of this special election. If an optical scan voting system is being used, the Clerk shall comply with the laws and rules governing the procedures and requirements for optical scan voting systems. The Clerk is authorized and directed to acquire and distribute such election materials and to take such other actions as may be necessary for the proper conduct of this special election and generally to cooperate with election authorities conducting any other elections on that date. The Clerk and members of the administration are authorized and directed to take such actions as may be necessary to coordinate this election with other elections, including entering into agreements with appropriate municipal and county officials regarding preparation and distribution of ballots or ballot cards, election administration, and cost sharing.


7. The Clerk is authorized and directed to cause a printed ballot for the questions to be prepared in accordance with Minnesota Statutes, Section 205A.08, Subdivision 5 and the rules of the secretary of state for use at the special election. If an optical scan voting system is being used, the Clerk shall cause official ballots to be printed according to the format of ballots for optical scan voting systems provided by the laws and rules governing optical scan voting systems. The Clerk is further authorized and directed to cause a sample ballot to be posted in the administrative offices of the School District, for public inspection, at least four (4) days before the date of the special election and to cause two sample ballots to be posted at each polling place on the date of the special election and to cooperate with the proper election officials to cause ballots or ballot cards to be prepared for use at said election. The ballot shall be in substantially the following form, with such changes in form and instructions as may be necessary to accommodate the use of an optical scan voting system:

[The remainder of this page is intentionally left blank]

**Special Election Ballot
School District Ballot
Independent School District No. 659
(Northfield Public Schools), Minnesota**

November 5, 2024

Instructions to Voters

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

To vote for a question, fill in the oval next to the word "Yes" for that question.

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

**School District Question 1
Approval of School Building Bonds**

- YES** Shall the board of Independent School District No. 659 (Northfield Public Schools), Minnesota be authorized to issue general obligation school building bonds in an amount not to exceed \$95,380,000 for acquisition and betterment of school sites and facilities including, but not limited to, replacing a portion of the high school building with new construction, renovations, improvements, and upgrades to the high school building, facilities, site, and systems, and purchasing equipment and furnishings?
- NO**

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

**School District Question 2
Approval of School Building Bonds**

- YES** If School District Question 1 above is approved, shall the board of Independent School District No. 659 (Northfield Public Schools), Minnesota be authorized to issue general obligation school building bonds in an amount not to exceed \$18,725,000 for acquisition and betterment of school sites and facilities including, but not limited to, the construction of an expanded gymnasium at the high school?
- NO**

BY VOTING “YES” ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE

**School District Question 3
Approval of School Building Bonds**

- YES** If School District Question 1 and School District Question 2 above are approved, shall the board of Independent School District No. 659 (Northfield Public Schools), Minnesota be authorized to issue general obligation school building bonds in an amount not to exceed \$6,975,000 for acquisition and betterment of school sites and facilities including, but not limited to, the construction and installation of a geothermal heating, ventilation, and air conditioning system at the high school?
- NO**

BY VOTING “YES” ON THIS BALLOT QUESTION, YOU ARE VOTING FOR A PROPERTY TAX INCREASE

(Reverse side of ballot)

OFFICIAL BALLOT

November 5, 2024

Judge

Judge

(The ballot is to be initialed by two judges)

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

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

10. The special election shall be held and the returns made and canvassed in the manner prescribed by law and the Board shall meet on a date between the third day, November 8, 2024, and the tenth day, November 15, 2024, after the special election for the purpose of canvassing the results thereof.

11. Pursuant to Minnesota Statutes, Section 205A.07, Subdivision 3a, the Clerk is hereby instructed to notify the Commissioner of the results of the special election and to provide the certified vote totals for the ballot questions in written form within fifteen (15) days after the results have been certified by the Board.

12. Pursuant to Minnesota Statutes, Section 211A.02, Subdivision 6, the Clerk is hereby instructed to make any campaign finance reports filed with the Clerk by campaign committees within seven (7) days after the special election available on the School District's web site as soon as possible, but no later than thirty (30) days after receipt of any such report. The Clerk is further instructed to provide the Campaign Finance and Public Disclosure Board with a link to the section of web site where such reports are made available. Such reports must remain available on the web site for four (4) years from the date first posted.

Upon vote being taken thereon, the following voted in favor thereof

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

Certification of Updated District Population Estimate

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____.

RESOLUTION CERTIFYING THE POPULATION ESTIMATE FOR THE 2024 PAYABLE 2025 LEVY OF INDEPENDENT SCHOOL DISTRICT NO. 659.

WHEREAS, the Independent School District # 659 has experienced an increase in population from the 2020 census figure of 29,235, to the current census figure of 30,111 as determined by the State Demographer.

BE IT RESOLVED, by the School Board of Independent School District # 659 that the census figure of 30,111 be certified to the State Demographer for approval of use in the 2024 payable 2025 revenue calculations.

Upon vote being taken thereon, the following voted in favor thereof: _____

And the following voted against: _____

Whereupon said resolution was declared duly passed and adopted.

Date: _____

BY ORDER OF THE SCHOOL BOARD

_____ (Clerk Signature)

_____ (Clerk Name)

School Board Clerk

**RESOLUTION ESTABLISHING DATES
FOR FILING AFFIDAVITS OF CANDIDACY**

BE IT RESOLVED by the School Board of Independent School District 659, State of Minnesota, as follows:

1. The period for filing affidavits of candidacy for the office of school board member of Independent School District No. 659 shall begin on Tuesday, July 30, 2024 and shall close on Tuesday, August 13, 2024. An affidavit of candidacy must be filed in the office of the school district clerk and the \$2 filing fee paid prior to 5:00 o'clock p.m. on August 13, 2024.

2. The clerk is hereby authorized and directed to cause notice of said filing dates to be published in the Northfield News, the official newspaper of the district, at least two (2) weeks prior to the first day to file affidavits of candidacy.

3. The clerk is hereby authorized and directed to cause notice of said filing dates to be posted at the administrative offices of the school district at least ten (10) days prior to the first day to file affidavits of candidacy.

4. The notice of said filing dates shall be in substantially the following form:

**NOTICE OF FILING DATES FOR ELECTION TO THE SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT NO. 659
NORTHFIELD PUBLIC SCHOOLS
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the period for filing affidavits of candidacy for the office of school board member of Independent School District No. 659 shall begin on Tuesday, July 30, 2024, and shall close at 5:00 o'clock p.m. on Tuesday, August 13, 2024.

The general election shall be held on Tuesday, November 5, 2024. At that election, four (4) members will be elected to the School Board for terms of four (4) years each.

Affidavits of Candidacy are available from the school district clerk, Independent School District 659, 201 Orchard Street South, Northfield, MN, 55057. The filing fee for this office is \$2. A candidate for this office must be at least 21 years old, must be an eligible voter, must be a district resident for at least thirty (30) days, must have no other affidavit on file for any other office at the same primary or next ensuing general election, and must not be a convicted sex offender.

The affidavits of candidacy must be filed in the office of the school district clerk and the filing fee paid prior to 5:00 o'clock p.m. on August 13, 2024.

Dated: June 10, 2024

BY ORDER OF THE SCHOOL BOARD

Amy Goerwitz, School District Clerk

Valori Mertesdorf, Deputy Clerk