

SUPERINTENDENT'S REPORT AND AGENDA

Regular Meeting of the Board of Education
Independent School District No. 280, Richfield, Minnesota

Richfield Public Schools *inspires* and *empowers* each individual to learn, grow and *excel*

If you require a reasonable accommodation in order to attend the board meeting or view the livestream, please contact Interim Board Secretary Laura Otterness at laura.otterness@rpsmn.org or 612-798-6084 at least 24 hours before the meeting.

Monday, August 1, 2022 7 p.m. School Board Meeting

I. CALL TO ORDER

II. REVIEW AND APPROVAL OF THE AGENDA

III. INFORMATION AND PROPOSALS — NON-ACTION ITEMS

A. Summary of Closed Session – Superintendent Evaluation

B. Superintendent Update

1. Safe Routes to School Local Coordinator Grant Extension

IV. CONSENT AGENDA

A. Routine Matters

1. Minutes of the regular meeting held July 11, 2022
2. General Disbursements as of 7/15/22 in the amount of \$759,421.25
3. Investment Holdings

B. Lease Agreement with Hope Presbyterian Church of Richfield

C. Personnel Items

V. NEW BUSINESS

A. Policy 805: Disposition of Obsolete Equipment and Material

B. Application for Cooperative Girls Hockey Sponsorship with Bloomington Kennedy and Bloomington Jefferson

C. Donations

VI. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Future Meeting Dates

8-15-2022	7 p.m.	Regular Board Meeting – Public Comment
*Tuesday, 9-6-2022	7 p.m.	Regular Board Meeting

D. Suggested/Future Agenda Items

VII. CLOSED SESSION AS ALLOWED BY MINNESOTA STATUTE 13D.05 FOR
LABOR NEGOTIATIONS STRATEGY

VIII. REOPEN MEETING

IX. ADJOURN REGULAR MEETING

**INFORMATION AND PROPOSALS –
NON-ACTION ITEMS**

Agenda Item III.B.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, June 27, 2022

Subject: Ongoing Data Reference List

Acronyms:

This list will be added to for each board meeting whenever acronyms are presented in following items of the board packet.

ADA:	Americans with Disabilities Act
A.I.:	American Indian
AIPAC:	American Indian Parent Advisory Committee
AP:	Advanced Placement
AP:	Assistant Principal
BIPOC:	Black, Indigenous, and People of Color
BILT or ILT:	Building Instructional Leadership Team
BOLT:	Building Operational Leadership Team
CDC:	Centers for Disease Control
CIS:	College in the Schools
CLSD:	Comprehensive Literacy State Development
D.O.:	District Office
ECSE:	Early Childhood Special Education
ESY:	Extended School Year
EL or ELL:	English Learner or English Language Learner
FAFSA:	Free Application for Federal Student Aid
FFVP:	Fresh Fruit and Vegetable Program
F/R or FRP:	Free/Reduced or Free and Reduced Price (usually referring to eligible students)
HHM:	Homeless/Highly Mobile
HR:	Human Resources
IEP:	Individualized Education Plan
LGBTQ+ or LGBTQIA+:	Lesbian, Gay, Bisexual, Transgender, Queer, and others or Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual, and others
LTFM:	Long-Term Facilities Maintenance
MCA:	Minnesota Comprehensive Assessments
MDE:	Minnesota Department of Education
MDH:	Minnesota Department of Health

MIEA:	Minnesota Indian Education Association
MLL:	Multilingual Learning
MnDOT:	Minnesota Department of Transportation
MSBA:	Minnesota School Boards' Association
NSBA:	National School Boards' Association
NSPRA:	National School Public Relations Association
NWEA-MAP	Northwest Evaluation Association – Measures of Academic Progress
OSHA:	Occupational Safety and Health Administration
OW:	Outreach Worker
PD:	Professional Development
PLC:	Peer Learning Community
POS:	Point of Sale
Q Comp:	Alternative Teacher Professional Pay System
RCEP:	Richfield College Experience Program
RDLS:	Richfield Dual Language School
RFP:	Request for Proposal
RHS:	Richfield High School
RMS:	Richfield Middle School
RPS:	Richfield Public Schools
SBG:	Standards-Based Grading
SEC:	South Education Center
SEL:	Social-Emotional Learning
SPED:	Special Education
SRTS:	Safe Routes to School
STAT:	Student and Teacher Assistance Team
STEM:	Science, Technology, Engineering, and Math
SY:	School year
T&L:	Teaching & Learning
VEBA:	Voluntary Employees' Beneficiary Association
VPK:	Voluntary PreKindergarten
YTD:	Year-to-Date

RPS Student Demographic Data 2021-2022:

4,183 Students District-wide

- 4,021 Traditional Count
 - 1,783 Elementary (K-5) Average Class Size = 21.93
 - 837 Middle (6-8) Average Class Size = 24.78
 - 1,269 High (9-12) Average Class Size = 27.3
 - 112 ECSE
 - 20 Transition +
- 162 Voluntary Prekindergarten (VPK)

Student Diversity (based on MDE categories)

- BIPOC: 71.17%
 - American Indian or Alaska Native: 0.98%
 - Asian: 4.47%
 - Hispanic: 42.7%
 - Black or African American: 13.84%
 - Native Hawaiian or Other Pacific Islander: 0.12%
 - 2 or More Races: 9.06%
- White: 28.83%

English Learner

- ELL: 24.79%
- Non-ELL: 75.21%

**INFORMATION AND PROPOSALS —
NON-ACTION ITEMS**

Agenda Item III.B.1.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 1, 2022

**Subject: Safe Routes to School Local Coordinator Grant Contract Amendment,
Extension and Added Funds**

(Recommended by the Superintendent)

Acknowledgement from the Board of Education ongoing support for the Safe Routes to School (SRTS) Local Coordinator Grant, including an extension of the contract and an increase in the total funding.

Background Information

In September 2019, RPS was awarded a \$179,720.00 grant from MnDOT to hire a SRTS Local Coordinator to advance safe walking and bicycling initiatives across the district through December 31, 2022. The district's SRTS Coordinator, Will Wlizo, was hired in December 2019.

Since hiring, the SRTS program has grown and thrived at RPS. The district has coordinate programming in all of the Safe Routes to School "6Es"—Engagement, Equity, Education, Encouragement, Engineering, and Evaluation. The SRTS program has benefited from more than \$320,000 in additional direct and indirect grant funding, including \$18,000 to purchase and install more bicycle parking (coming SY22-23). Many of those grants have been made in partnership with Richfield Public Works, extending the program's benefits to the wider community as well. This includes funding for a new sidewalk which will be installed near Richfield STEM and RDLS in summer 2023.

In commendation of the district's successful implementation of the SRTS Local Coordinator grant, MnDOT offered to extend the contract by 12 months to June 30, 2024 and to increase the funding maximum by \$60,000.00 to \$279,720.00. This follows a \$40,000.00 contract amendment that the district received in 2021.

The Board of Education has previously approved this grant and administration is empowered to sign the extension. This extension of the contract and increase in funding is part of the Superintendent Update for the purpose of sharing information with the Board of Education and the community.

Federal Award Information Cover Sheet

NOTICE TO SUBRECIPIENT: This is a subaward of federal financial assistance from the State of Minnesota ("Recipient/pass-through entity") to ISD # 0280 – Richfield Public Schools ("Subrecipient").

(i) Subrecipient Name: ISD # 0280 – Richfield Public Schools	(ii) Subrecipient DUNS Number (Unique entity Identifier): 010484236 / UEI: G5AHHP4V6AJ8
(vi) Subaward Budget Period Start and End Date: Upon execution – 6/30/2024	(xii) Assistance Listing Name (fka CFDA) and Number: Highway Planning and Construction; 20.205
(iii) Federal Award Identification Number: Federal Project No.: 8819106	(iv) Federal Award Date: 9/14/2018

(xiii) Is the Award for Research and Development?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
(x) Federal Award Project Description: Salaries and expenses for SRTS District and Regional Coordinators to implement SRTS at the local level.		
(v) Subaward Period of Performance Start and End Date: <u>Upon execution – 6/30/2024</u>		

(xiv) Indirect Cost rate for the Federal award: 10 % or approved indirect cost rate	(viii) Total Amount of Federal Funds Obligated to the subrecipient: Original Amount: \$179,720.00 Amended Amount: \$100,000.00 Total Award Amount: \$279,720.00
(vii) Amount of Federal Funds Obligated by this Action to subrecipient: \$279,720.00	(ix) Total Amount of the Federal Award Committed to subrecipient: \$279,720.00

(xi) Contact for Federal Agency:Agency: USDOT – Federal HighwayAdministrationName: Andrew Emanuele (Community Planner)Address: 380 Jackson St, Ste. 500St Paul, MN 55101Phone: 651-291-6124Email: Andrew.Emanuele@dot.gov**(xi) Contact for Recipient:**Agency: MnDot Office of TransportationName: Dave Cowan (OTAT)Address: 395 John Ireland Blvd, MS 430St. Paul, MN 55155Phone: 651-366-4180Email: dave.cowan@state.mn.us

AMENDMENT # 3 - 2019 Safe Routes to School Program Local Coordinator Grant Agreement

Contract Start Date:	<u>September 10, 2019</u>	Original Contract Amount:	<u>\$179,720.00</u>
Orig. Contract Exp. Date:	<u>December 31, 2022</u>	Prev. Amendment(s) Total:	<u>\$40,000.00</u>
1st Amended Exp. Date	<u>June 30, 2023</u>	Current Amendment Amount:	<u>\$60,000.00</u>
2 nd Amended Exp. Date	<u>June 30, 2024</u>	Current Contract Total	<u>\$279,720.00</u>

Project Identification :	<u>2019 Safe Routes to School Program Local Coordinator Grant Agreement</u>		
State Project (SP):	<u>SRS-9133-18C</u>	Trunk Highway #:	<u>N/A</u>
CFDA # :	<u>20.205</u>		

This amendment is by and between the State of Minnesota, acting through its Commissioner of Transportation (STATE) and ISD #0280- Richfield Public Schools, a government unit (RECIPIENT).

Recitals

1. The STATE has a contract with RECIPIENT identified as MnDOT Contract Number 1034835 (“Original Contract”) to disburse Federal Highway Administration (FHWA) Funds to RECIPIENT from the Safe Routes to School (SRTS) program under Sections 1101 (a) (17) and 1404 of the Safe, Accountable, Flexible, Efficient Transportation Equity (SAFETEA-LU) Act for the purpose of funding local coordinator positions to implement SRTS policies and programs established as part of the SRTS program in Minnesota Statutes §174.40.
2. This amendment is to provide additional time to fund local coordinator positions and implement SRTS policies
3. This amendment is to update Exhibit II, the Scope of Work and Budget, as reflected in Exhibit IIA.
4. This amendment is to provide additional financial assistance as reflected in Exhibit IB.
5. The STATE and the RECIPIENT are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment #3, deleted contract terms will be ~~struck out~~ and the added contract terms will be underlined.

REVISION 1. Article I. section 1.3 **Expiration Date** is amended as follows:

This Grant Agreement will terminate on ~~June 30, 2023~~ June 30, 2024, or when all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Article 2. Section 2.1.4 **SRTS Program** is amended as follows:

RECIPIENT’s approved Scope of Work, which is attached and incorporated into this Grant Agreement as ~~Exhibit 2~~ Exhibit IIA. The Scope of Work may be changed upon prior written approval by STATE.

REVISION 3. Article 3. Section 3.3.2 **Availability of Federal Funds** is amended as follows:

STATE retains the sole and exclusive right to determine the amounts of federal funds available for payment to RECIPIENT under the terms of this Grant Agreement. The total obligation of

the STATE for all compensation and reimbursements to RECIPIENT shall not exceed the amount provided in the document ***Financial Assistance***, which is attached and incorporated into this Grant Agreement as ~~Exhibit 1A~~ Exhibit 1B.

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

RECIPIENT

The RECIPIENT certifies that the appropriate person(s) have executed the contract on behalf of the RECIPIENT as required by applicable articles, by laws, resolutions, or ordinances.

By: _____

Title: Superintendent

Date: _____

2. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

PO No.: 3000489798

3. DEPARTMENT of TRANSPORTATION

By: _____

Title: Office or Program Director, Office of
Transit and Active Transportation

Date: _____

**4. OFFICE of FINANCIAL MANAGEMENT –
GRANT UNIT**

By: _____

Title: Agency Grant Supervisor/OR Designee

Date: _____

5. OFFICE of CONTRACT MANAGEMENT

By: _____

Title: MnDOT Contract Administrator

Date: _____

Financial Assistance

Legal Name	Independent School District (ISD) 0280
Contract Number	Amendment #3 to #1034835
Contract Type or Program	Safe Routes to School (SRTS)
Program Description	Local Coordinator
State Project Number	SRS-9133-18C

	Original Contract Amount	Amendment #2 Adjustment	Amendment #3 Adjustment	Total Contract Amendment #3 Amount
Total Expenses				
Total Cost	\$179,720.00	\$40,000.00	\$60,000.00	\$279,720.00
Federal Share				
Federal %	100%	100% (No Change)	100% (No Change)	100%
Federal Share Amount	\$179,720.00	\$40,000.00	\$60,000.00	\$279,720.00
Local Share				
Local Share %	0%	0%	0% (No Change)	0%
Local Share Amount	\$0.00	\$0.00	\$0.00	\$0.00

Estimated Coordinator Budget

The following budget is an estimate, the Scope of Work may be changed upon prior written approval by STATE.

Total costs must not exceed the contract maximum.

Total	
Labor	\$274,720
Direct Expenses	\$5,000
Total Project Budget	\$ 279,720.00

The terms of the Original Contract are expressly reaffirmed and are incorporated by reference. Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect.

THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

RESOLUTION AUTHORIZING THE APPLICATION AND IMPLEMENTATION OF THE
SAFE ROUTES TO SCHOOL (SRTS) LOCAL COORDINATOR GRANT

WHEREAS, the Minnesota Department of Transportation Safe Routes to School Program assists schools and communities by making it safer for children to walk and bike to school; and

WHEREAS, the Minnesota Department of Transportation Safe Routes to School Program solicits applications to enable school and communities to implement Safe Routes to School planning, implementation, and programmatic activities; and

WHEREAS, if Independent School District #280 - Richfield was awarded Local Coordinator funds these grant funds would be used to provide planning and implementation assistance to local communities to develop Safe Routes to School initiatives that increase safety and encourage more children to walk and bicycle to school; and

WHEREAS; No local match funding is required; and

WHEREAS; SRTS programmatic activities will commence after the grant agreement is fully executed.

THEREFORE, BE IT RESOLVED:

1. That the Independent School District #280 - Richfield Board of Education authorizes the Administration to enter into a grant agreement with the Minnesota Department of Transportation for financial assistance to fund a Safe Routes to School Local Coordinator position and eligible expenses.
2. That the Administration is authorized to execute such Agreement and any amendments without further approval by the Independent School District #280 - Richfield Board of Education.

Adopted and approved at a duly called meeting, this 22 day of April, 2019.



Independent School District #280, Board Chair

Attest:



Independent School District #280, Board Clerk

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	305199	06/24/2022	CM CONSTRUCTION COMPANY	R	105,541.09
01	305200	06/24/2022	CORVAL CONSTRUCTORS, INC.	R	2,500.00
01	305201	06/24/2022	ICS CONSULTING, LLC (DBA: ICS)	R	13,893.41
01	305202	06/24/2022	INNOVATIVE OFFICE SOLUTIONS LLC	R	358.00
01	305203	06/24/2022	INSTITUTE FOR ENVIROMENTAL	R	1,731.25
01	305204	06/24/2022	NEI ELECTRIC, INC.	R	1,950.00
01	305205	06/24/2022	TWIN CITY HARDWARE	R	17,823.50
01	305206	06/24/2022	WOLD ARCHITECTS AND ENGINEERS	R	527.35
01	305207	06/24/2022	AMF SOUTHTOWN LANES	R	127.13
01	305208	06/24/2022	BENCHMARK EDUCATION COMPANY, LLC.	R	5,382.00
01	305209	06/24/2022	BIX FRUIT COMPANY	V	0.00
01	305210	06/24/2022	BIX FRUIT COMPANY	R	6,602.64
01	305211	06/24/2022	BLUUM OF MINNESOTA, LLC	R	36,807.00
01	305212	06/24/2022	BSI MECHANICAL, INC.	R	4,775.55
01	305213	06/24/2022	EDINA SYNCHRONIZED SWIMMING	R	1,900.00
01	305214	06/24/2022	BEARY SPECIAL WORKSHOPS	R	24,668.40
01	305215	06/24/2022	ENABLING DEVICES	R	667.80
01	305216	06/24/2022	GROUP MEDICAREBLUE RX	R	7,326.00
01	305217	06/24/2022	HASTINGS CREAMERY LLC	R	11,772.82
01	305218	06/24/2022	HILLYARD MINNEAPOLIS	R	13,452.55
01	305219	06/24/2022	HOGLUND BUS CO INC	R	1,544.58
01	305220	06/24/2022	HOME DEPOT U.S.A.	R	1,375.37
01	305221	06/24/2022	IIX INSURANCE INFORMATION EXCHANGE	R	50.55
01	305222	06/24/2022	KINECT ENERGY INC	R	23,894.50
01	305223	06/24/2022	KOCH SCHOOL BUS SERVICE, INC.	R	10,355.61
01	305224	06/24/2022	LUBELL LABS INC	R	241.18
01	305225	06/24/2022	MAGIC TURF, INC.	R	4,850.00
01	305226	06/24/2022	MATH4SALE, INC.	R	1,345.50
01	305227	06/24/2022	MED COMPASS	R	1,324.05
01	305228	06/24/2022	MENARDS - RICHFIELD	R	6.79
01	305229	06/24/2022	MTN-METROPOLITAN TRANSP NETWORK	R	386,040.00
01	305230	06/24/2022	PAN O GOLD BAKING CO	R	237.20
01	305231	06/24/2022	ROGERS ATHLETIC COMPANY	R	4,260.00
01	305232	06/24/2022	RUPP ANDERSON SQUIRES & WALDSPURGER	R	4,499.97
01	305233	06/24/2022	SCHOOL SERVICE EMPLOYEES UNION	R	8,158.07
01	305234	06/24/2022	SEPTRAN STUDENT TRANSPORTATION	R	8,320.00
01	305235	06/24/2022	THE HOME DEPOT PRO INSTITUTIONAL	R	176.44
01	305236	06/24/2022	TWIN CITY TRANSPORTATION	R	108,419.14
01	305237	06/24/2022	UHL COMPANY INC	R	716.00
01	305238	06/24/2022	UNITED HEALTHCARE INSURANCE CO	R	528.23
01	305239	06/24/2022	UNITED HEALTHCARE/AARP MEDICARE RX	R	101.20
01	305240	06/24/2022	UNITED HEARTHCARE /AARP MEDICARE RX	R	101.20
01	305241	06/24/2022	UNITED STATES TREASURER	R	430.00
01	305242	06/24/2022	WORLD FUEL SERVICES, INC.	R	35,038.33
01	305243	06/29/2022	ADELMAN, SHAWN M	R	71.10
01	305244	06/29/2022	AMPLIFIED IT, A CDW COMPANY	R	3,432.24
01	305245	06/29/2022	ARTOLA, ESTELA	R	17.55
01	305246	06/29/2022	BEACON ATHLETICS LLC	R	620.00
01	305247	06/29/2022	BEHNKE, BRET A	R	172.95

01	305248	06/29/2022	BENITEZ, JAMIN	R	44.10
01	305249	06/29/2022	BEST, CHRISTINE	R	12.60
01	305250	06/29/2022	BIX FRUIT COMPANY	R	1,141.26
01	305251	06/29/2022	BLUUM OF MINNESOTA, LLC	R	1,620.00
01	305252	06/29/2022	BOOKSOURCE	R	143.60
01	305253	06/29/2022	BRAMBILLA'S LEASE SYSTEMS, INC	R	2,161.00
01	305254	06/29/2022	BRYANT MORALES MORENO	R	20.00
01	305255	06/29/2022	CANON USA	R	4,615.75
01	305256	06/29/2022	CARQUEST AUTO PARTS	R	173.68
01	305257	06/29/2022	CARRENO VALENCIA, MONICA	R	32.75
01	305258	06/29/2022	CEDAR SMALL ENGINE	R	192.51
01	305259	06/29/2022	CINTAS CORPORATION NO 2	R	312.03
01	305260	06/29/2022	CITY OF RICHFIELD	R	450.00
01	305261	06/29/2022	CITY OF RICHFIELD	R	5,362.50
01	305262	06/29/2022	CLINE, RANDALL	R	10.65
01	305263	06/29/2022	CM CONSTRUCTION COMPANY	R	1,850.00
01	305264	06/29/2022	COLLEGE BOARD	R	17,476.00
01	305265	06/29/2022	COMPAS INC	R	913.32
01	305266	06/29/2022	CONTINENTAL RESEARCH CORP	R	196.12
01	305267	06/29/2022	DAVIS EQUIPMENT CORP	R	931.92
01	305268	06/29/2022	DICK BLICK COMPANY	R	72.00
01	305269	06/29/2022	ECM PUBLISHERS INC	R	144.95
01	305270	06/29/2022	ECOLAB INC	R	395.75
01	305271	06/29/2022	FEIGUM DAN	R	83.00
01	305272	06/29/2022	FLORES, ELVER H	R	7.95
01	305273	06/29/2022	FORBROOK BILL	R	82.00
01	305274	06/29/2022	GLASS, JOSEPH	R	13.95
01	305275	06/29/2022	WW GRAINGER INC	R	378.34
01	305276	06/29/2022	GRELL FEIST PLC	R	4,288.80
01	305277	06/29/2022	GRUSE JACKSON	R	84.00
01	305278	06/29/2022	HAAS MUSICAL INSTRUMENT REPAIR, INC	R	808.96
01	305279	06/29/2022	HALE, TRACY	R	6.65
01	305280	06/29/2022	HEINEMANN	R	360.00
01	305281	06/29/2022	HILLYARD MINNEAPOLIS	R	278.98
01	305282	06/29/2022	INNOVATIVE OFFICE SOLUTIONS LLC	R	460.00
01	305283	06/29/2022	INSTITUTE FOR ENVIROMENTAL	R	1,209.75
01	305284	06/29/2022	INTEGRATED FIRE & SECURITY INC	R	410.00
01	305285	06/29/2022	INTERMEDIATE DISTRICT 287	R	101,610.72
01	305286	06/29/2022	JOHNSON, MELLISSA A	R	9.90
01	305287	06/29/2022	JOHNSON, TIMOTHY	R	9.02
01	305288	06/29/2022	JUELL, DUSTIN	R	31.25
01	305289	06/29/2022	LAMINATING & BINDING SOLUTIONS, INC	R	210.78
01	305290	06/29/2022	LEROY'S GREAT BEAR	R	47.98
01	305291	06/29/2022	MACADAMS, ANN	R	5.10
01	305292	06/29/2022	MADISON NATIONAL LIFE INS CO INC	R	30,263.64
01	305293	06/29/2022	MATRIX COMMUNICATIONS, INC	R	579.44
01	305294	06/29/2022	MC CARTAN, MURRAY	R	20.60
01	305295	06/29/2022	MCMAMARA, PATRICK	R	102.50
01	305296	06/29/2022	MIDWEST BUS PARTS INC	R	131.62
01	305297	06/29/2022	MINNESOTA CLAY COMPANY	R	79.96

01	305298	06/29/2022	MINUTEMAN PRESS EDINA	R	149.43
01	305299	06/29/2022	MOORE, SUSAN	R	11.40
01	305300	06/29/2022	NOKOMIS SHOE SHOP	R	20.10
01	305301	06/29/2022	NORTHFIELD LINES INC	R	1,264.25
01	305302	06/29/2022	ON SITE SANITATION	R	1,085.99
01	305303	06/29/2022	OVERLIE CHRISTOPHER	R	118.00
01	305304	06/29/2022	PAN O GOLD BAKING CO	R	98.80
01	305305	06/29/2022	PARENTS OF ERICK CONTRERAS SANCHEZ	R	50.00
01	305306	06/29/2022	PARENTS OF JAMARR VIVERETTE	R	50.00
01	305307	06/29/2022	PETERSON, GREGORY E	R	35.05
01	305308	06/29/2022	PHILLIP HUCH	R	850.00
01	305309	06/29/2022	PHONGSAVAT, KOMI K	R	40.75
01	305310	06/29/2022	POPIEL, JED M	R	9.95
01	305311	06/29/2022	REGION 3AA	R	20,390.00
01	305312	06/29/2022	RICHFIELD BOYS SWIM & DIVE BOOSTER	R	300.00
01	305313	06/29/2022	RICHFIELD BUS COMPANY	R	1,650.00
01	305314	06/29/2022	SANCHEZ PLIEGO, SANTIAGO	R	11.45
01	305315	06/29/2022	SAULIC, LACO	R	100.00
01	305316	06/29/2022	SCHAEFER, CAROLINE A	R	42.95
01	305317	06/29/2022	SCHUMACHER ELEVATOR COMPANY	R	2,488.38
01	305318	06/29/2022	SEESAW LEARNING, INC.	R	21,903.20
01	305319	06/29/2022	INDIGO SIGNWORKS, INC.	R	300.00
01	305320	06/29/2022	SITEONE LANDSCAPE SUPPLY LLC	R	539.68
01	305321	06/29/2022	SMARTSENSE BY DIGI	R	330.00
01	305322	06/29/2022	SOUTHWEST METRO INTER DIST 288	R	1,979.88
01	305323	06/29/2022	STEPHENS, CATHY	R	79.65
01	305324	06/29/2022	STRAUB, BECKY A	R	6.55
01	305325	06/29/2022	SUMNER, JENNIFER	R	301.75
01	305326	06/29/2022	SUTHERLAND, TAMMY	R	8.05
01	305327	06/29/2022	THOMPSON, JOEL A	R	134.20
01	305328	06/29/2022	THREE RIVERS PARK DISTRICT	R	406.24
01	305329	06/29/2022	TOLL COMPANY	R	12.03
01	305330	06/29/2022	TRANSPORTATION PLUS, INC.	R	51,381.00
01	305331	06/29/2022	TRIO SUPPLY COMPANY	R	2,058.72
01	305332	06/29/2022	TRISTATE BOBCAT INC	R	16.78
01	305333	06/29/2022	TWIN CITY FILTER SERVICE INC	R	932.64
01	305334	06/29/2022	TWIN CITY HARDWARE	R	307.24
01	305335	06/29/2022	ULINE	R	502.32
01	305336	06/29/2022	UPPER LAKES FOODS	V	0.00
01	305337	06/29/2022	UPPER LAKES FOODS	R	35,182.15
01	305338	06/29/2022	WIESE USA, INC.	R	2,537.34
01	305339	06/29/2022	WILLIAM V MACGILL & CO	R	760.84
01	305340	06/29/2022	WILSON, SHIRENA	R	14.00
01	305341	06/29/2022	WINTZ, STEFANIE	R	17.85
01	305342	06/29/2022	WOOD LAKE NATURE CENTER	R	120.00
01	305343	06/29/2022	MERCHBRO	R	160.00
01	305344	06/29/2022	XCEL ENERGY	R	75,567.49
01	305345	06/29/2022	YERKES, AMBER	R	51.90
01	305346	06/29/2022	ZACK'S INC.	R	875.46
01	305347	06/30/2022	AMAZON.COM SYNCB/AMAZON	V	0.00

01	305348	06/30/2022	AMAZON.COM SYNCB/AMAZON	V	0.00
01	305349	06/30/2022	AMAZON.COM SYNCB/AMAZON	R	19,012.82
01	305350	06/30/2022	BATTERIES R US	R	2,419.65
01	305351	06/30/2022	BEST BUY BUSINESS ADVANTAGE	R	66,496.38
01	305352	06/30/2022	BLUUM OF MINNESOTA, LLC	R	14,174.59
01	305353	06/30/2022	CANOPY MHC	R	21,660.00
01	305354	06/30/2022	CAPITAL ONE TRADE CREDIT	R	127.19
01	305355	06/30/2022	CARQUEST AUTO PARTS	R	152.84
01	305356	06/30/2022	CEDAR SMALL ENGINE	R	97.89
01	305357	06/30/2022	CINTAS CORPORATION NO 2	R	304.12
01	305358	06/30/2022	CITY OF RICHFIELD	R	2,683.83
01	305359	06/30/2022	COSNEY CORPORATION	R	5,482.00
01	305360	06/30/2022	PURCHASE POWER	R	4,300.00
01	305361	06/30/2022	ECOLAB INC	R	592.05
01	305362	06/30/2022	ENVIROMATIC CORP OR AMERICA, INC	R	439.50
01	305363	06/30/2022	WW GRAINGER INC	R	248.90
01	305364	06/30/2022	HAWKINS INC	R	837.00
01	305365	06/30/2022	HILLYARD MINNEAPOLIS	R	8,478.93
01	305366	06/30/2022	HOGLUND BUS CO INC	R	4,253.08
01	305367	06/30/2022	INTERSTATE ALL BATTERY CENTER	R	31.90
01	305368	06/30/2022	KOCH SCHOOL BUS SERVICE, INC.	R	1,639.12
01	305369	06/30/2022	KREMER SERVICES LLC	R	167.94
01	305370	06/30/2022	LEROY'S GREAT BEAR	R	137.95
01	305371	06/30/2022	LOFFLER COMPANIES	R	10,373.84
01	305372	06/30/2022	LUBE TECH & PARTNERS LLC	R	110.00
01	305373	06/30/2022	MCCARTHY WELL COMPANY	R	310.00
01	305374	06/30/2022	METROPOLITAN MECHANICAL CONTRACTORS	R	4,063.80
01	305375	06/30/2022	MIDWEST BUS PARTS INC	R	217.76
01	305376	06/30/2022	MTI DISTRIBUTING CO	R	22.82
01	305377	06/30/2022	MTN-METROPOLITAN TRANSP NETWORK	R	135,772.00
01	305378	06/30/2022	POMPS TIRE SERVICE	R	820.00
01	305379	06/30/2022	SCHMITT MUSIC CREDIT	R	1,592.83
01	305380	06/30/2022	SHERWIN WILLIAMS CO	R	719.17
01	305381	06/30/2022	SITEONE LANDSCAPE SUPPLY LLC	R	273.70
01	305382	06/30/2022	THE HOME DEPOT PRO INSTITUTIONAL	R	55.53
01	305383	06/30/2022	TOLL COMPANY	R	170.00
01	305384	06/30/2022	TRANSPORTATION PLUS, INC.	R	9,615.00
01	305385	06/30/2022	TRISTATE BOBCAT INC	R	3,171.74
01	305386	06/30/2022	ALLSTATE PETERBILT OF S ST PAUL	R	460.80
01	305387	06/30/2022	WHEELCO	R	355.60
01	305388	06/30/2022	WILLIAM V MACGILL & CO	R	65.26
01	V611959	06/30/2022	LISA M BAIRD	R	16.77
01	V611960	06/30/2022	SONYA COLEMAN	R	28.08
01	V611961	06/30/2022	KIM M DARAITIS	R	270.00
01	V611962	06/30/2022	GEORGE A DENNIS	R	25.78
01	V611963	06/30/2022	JESSICA M HOFFMAN	R	35.16
01	V611964	06/30/2022	MARTIN B HUBERTY	R	75.00
01	V611965	06/30/2022	TYONE L LADOUCEUR	R	7.06
01	V611966	06/30/2022	JOHN M LORENZINI	R	702.00
01	V611967	06/30/2022	ERIN H NEILON	R	93.33

01	V611968	06/30/2022	DENNIS E PETERSON	R	21.21
01	V611969	06/30/2022	STEPHANIE A POPP	R	606.58
01	V611970	06/30/2022	RENEE C REED-KARSTENS	R	35.86
01	V611971	06/30/2022	MAUREEN E RUHLAND	R	58.97
01	V611972	06/30/2022	MICHELLE T THOEMKE	R	153.04
01	V611973	06/30/2022	MICHELLE R WHITESIDE	R	66.88
01	V611974	06/30/2022	KASYA L WILLHITE	R	1,605.00
01	V611975	06/30/2022	MELISSA J WILLIAMS	R	12.23
01	V611976	06/30/2022	JESSICA R WILSON	R	244.41
01	305389	07/01/2022	ACTIVE INTERNET TECHNOLOGIES, LLC	R	15,500.00
01	305390	07/01/2022	AMPLIFY EDUCATION, INC.	R	75,432.00
01	305391	07/01/2022	ASCD	R	95.70
01	305392	07/01/2022	BLUUM OF MINNESOTA, LLC	R	33,950.00
01	305393	07/01/2022	CARLY AND ADAM, LLC	R	576.00
01	305394	07/01/2022	COMCAST	R	304.09
01	305395	07/01/2022	COMCAST BUSINESS	R	246.35
01	305396	07/01/2022	FIRST PARISH UNITARIAN UNIVERSALIST	R	1,800.00
01	305397	07/01/2022	FRB	R	51,074.00
01	305398	07/01/2022	NOTABLE, INC. (KAMI)	R	6,426.00
01	305399	07/01/2022	MASSP-MN ASSOCIATION	R	865.00
01	305400	07/01/2022	MATRIX COMMUNICATIONS, INC	R	8,395.20
01	305401	07/01/2022	MESPA-MN ELEMENTARY	R	1,910.00
01	305402	07/01/2022	METRO ECSU	R	5,276.00
01	305403	07/01/2022	MINNESOTA DEPARTMENT OF HEALTH	R	180.00
01	305404	07/01/2022	MSBA-MINNESOTA SCHOOL BOARD ASSOC	R	10,448.00
01	305405	07/01/2022	MYSTERY SCIENCE INC.	R	9,592.00
01	305406	07/01/2022	POWERSCHOOL GROUP LLC	R	44,770.24
01	305407	07/01/2022	QUALTRICS, LLC	R	18,900.01
01	305408	07/01/2022	SCHOOL SPECIALTY, LLC	R	199.40
01	305409	07/01/2022	SITEIMPROVE, INC.	R	7,528.00
01	305410	07/01/2022	SOLARWINDS ITSM US, INC	R	25,307.10
01	305411	07/01/2022	TEACHING STRATEGIES, LLC	R	9,408.00
01	305412	07/01/2022	TECHNOLOGY MANAGEMENT CORPORATION	R	1,512.50
01	305413	07/01/2022	VSP INSURANCE CO. (CT)	R	3,474.61
01	305414	07/01/2022	WASHBURN EDUCATIONAL RESOURCES LLC	R	540.00
01	305415	07/01/2022	WISEIDENTITY LLC	R	4,218.30
01	V2301254	07/01/2022	WELLS FARGO EQUIPMENT FINANCE	R	76,359.10

TOTAL CHECKS, E-PAYS & WIRES					2,009,487.57
-----------------------------------------	--	--	--	--	---------------------

P-CARD,CHECK RUNS, E-PAYS & WIRES FOR 07/11/2022 BOARD REPORTS

BANK 05	DATE	AMOUNT
E-Pays	6/30/2022	4,057.36
WELLS FARGO WIRE (FY23)	7/1/2022	76,359.10
CONSTRUCTION CHECKS-JUNE 22	6/24/2022	144,324.60
Checks	6/24/2022	715,495.80
	6/29/2022	409,414.68
	6/30/2022	321,907.53
FY23 CHECKS	7/1/2022	337,928.50

CHECK REGISTER BANK 05 TOTAL =	2,009,487.57
--------------------------------	---------------------

BREAKDOWN	
01-206-00	1,035,404.58
02-206-00	61,994.71
03-206-00	762,366.38
04-206-00	5,397.30
06-206-00	144,324.60
07-206-00	-
18-206-00	-
20-206-00	-
21-206-00	-
47-206-00	-
BANK TOTAL =	2,009,487.57

SUPERINTENDENT'S REPORT AND AGENDA

Regular Meeting of the Board of Education
Independent School District No. 280, Richfield, Minnesota

Richfield Public Schools *inspires* and *empowers* each individual to learn, grow and *excel*

Monday, July 11, 2022
7 p.m. School Board Meeting

I. CALL TO ORDER

The regular meeting of the board of education of ISD 280, Hennepin County, Richfield, Minnesota was held on Monday, July 11, 2022 in the boardroom at the Richfield Public Schools District Office. Chair Tim Pollis called the regular board meeting to order at 7:07 p.m. with the following school board members in attendance: Brakke, Carter and Smisek. As provided by MN Statute 13D, Board Member Crystal Brakke attended this meeting remotely.

Administrators present were Superintendent Unowsky and Assistant Superintendent Daniels.

II. REVIEW AND APPROVAL OF THE AGENDA

Motion by Smisek, seconded by Carter, and unanimously carried, the board of education approved the agenda.

III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS

- A. Public Comment
- B. Superintendent Update
 - 1. Vision Cards End-of-Year Report, Part 2

IV. CONSENT AGENDA

- A. Routine Matters
 - 1. Minutes of the regular meeting held June 27, 2022
 - 2. General Disbursements as of 7/1/22 in the amount of \$2,009,487.57
 - 3. Investment Holdings
 - 4. Designation of Depositories
 - 5. Signatories on Deposit Accounts
 - 6. Signatories on MCU Depository Accounts
 - 7. Wire Transfer Funds Authorization
 - 8. Official Newspaper Designation
 - 9. Legal Counsel Authorization
 - 10. Membership in Associations
- B. Personnel Items

Administration Full Time Position for Employment

Jonathan Heyer – Director of Extended Learning – District Office

Effective: 7/1/2022

Certified Full Time Position for Employment – 1st Year Probation

Georgia Dodd – Elementary Teacher – RSTEM Elementary

Effective Date: 8/23/2022

Sara Crosby – Elementary Teacher – RSTEM Elementary

Effective Date: 8/23/2022

Miriam Bungert – Social Studies Teacher – Richfield Senior High

Effective Date: 8/23/2022

Karen Doucette – Reading Interventionist – Richfield Middle School

Effective: 8/23/2022

Certified Full Time Position for Employment – 3rd Year Probation

Edward Paul – Theater Teacher – Richfield Middle School

Effective: 8/23/2022

Chris Knecht-Church – Psychologist – Richfield Senior High

Effective: 8/23/2022

Samuel Foy – ELA Teacher – Richfield Middle School

Effective: 8/23/2022

Certified Full Time Resignation

Maureen Pryor (Ruhland) – Early Childhood Special Ed Teacher – Central Education Center

Effective Date: 8/17/2022

Years of Service: 6 Years

Certified Full Time Extended Probation

Erica Barlow – Principal – Richfield Middle School

David Freeburg – Assistant Principal – Richfield Middle School

Ashley Schaefer – Assistant Principal – Richfield Middle School

Motion by Smisek, seconded by Carter, and unanimously carried, the board of education approved the consent agenda.

V. OLD BUSINESS

A. Policy 102: Equal Educational Opportunity - third read

Motion by Carter, seconded by Smisek, and unanimously carried, the board of education approved the revised policy.

B. Policy 101: Strategic Plan & Administrative Guideline 101.1 - third read

Motion by Smisek, seconded by Carter, and unanimously carried, the board of education approved the revised policy.

VI. NEW BUSINESS

- A. Policy 104: Drug-Free Workplace/Drug-Free School - first read
- B. Resolution for Membership in the Minnesota State High School League

Motion by Smisek, seconded by Carter, and unanimously carried, the board of education approved the resolution.

- C. Richfield Maintenance and Transportation Building Change Order #04

Motion by Carter, seconded by Smisek, and unanimously carried, the board of education approved the change order.

VII. ADVANCE PLANNING

- A. Legislative Update
- B. Information and Questions from Board
- C. Future Meeting Dates
 - 8-1-2022 7 p.m. Regular Board Meeting
 - 8-15-2022 7 p.m. Regular Board Meeting - Public Comment
- D. Suggested/Future Agenda Items

VIII. CLOSED SESSION AS ALLOWED BY MINNESOTA STATUTE 13D.05 FOR SUPERINTENDENT EVALUATION

Motion by Smisek, seconded by Carter, and unanimously carried, the board of education moved into closed session at 8:06 p.m. Attending the closed session were Pollis, Brakke, Carter and Smisek with Superintendent Unowsky. As provided by MN Statute 13D, Board Member Crystal Brakke attended this meeting remotely.

IX. REOPEN MEETING

Motion by Cole, seconded by Brakke, and unanimously carried, the board of education moved into open session at 8:36 p.m. with the following school board members in attendance: Brakke, Carter, Smisek and Pollis with Superintendent Unowsky. As provided by MN Statute 13D, Board Member Crystal Brakke attended this meeting remotely.

VIII. ADJOURN REGULAR MEETING

Chair Pollis adjourned the meeting at 8:37 p.m.

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	V2301256	07/04/2022	P-CARD BAIRD LISA	R	9,162.23
01	V2301257	07/04/2022	P-CARD BARLOW ERICA	R	1,005.00
01	V2301258	07/04/2022	P-CARD BROWN MATTHEW	R	3,303.05
01	V2301259	07/04/2022	P-CARD BRUNNER PATTI	R	8,566.67
01	V2301260	07/04/2022	P-CARD BURT EMILY	R	2,361.11
01	V2301261	07/04/2022	P-CARD CARUSO MATTHEW	R	751.88
01	V2301262	07/04/2022	P-CARD ELLERSON JARED	R	312.58
01	V2301263	07/04/2022	P-CARD FINDLEY LAMPKIN MELISSA	R	1,473.66
01	V2301264	07/04/2022	P-CARD GEURINK AREND	R	2,737.33
01	V2301265	07/04/2022	P-CARD KRETSINGER DAN	R	1,196.41
01	V2301266	07/04/2022	P-CARD LEWIS JENNIFER	R	910.54
01	V2301267	07/04/2022	P-CARD LUNDY MICHELLE	R	4,317.22
01	V2301268	07/04/2022	P-CARD MACE CHRISTI JO	R	44.58
01	V2301269	07/04/2022	P-CARD MAHONEY COLLEEN	R	141.66
01	V2301270	07/04/2022	P-CARD MANNING MICHAEL	R	1,270.28
01	V2301271	07/04/2022	P-CARD MCGINN DAN	R	2,147.09
01	V2301272	07/04/2022	P-CARD MORALES LIZETTE	R	2,255.95
01	V2301273	07/04/2022	P-CARD MORRISSEY MELISSA	R	3,168.48
01	V2301274	07/04/2022	P-CARD SHAHSAVAND MARTA	R	1,520.00
01	V2301275	07/04/2022	P-CARD SKARE-KLECKER AMY	R	78.00
01	V2301276	07/04/2022	P-CARD STACHEL NANCY	R	236.93
01	V2301277	07/04/2022	P-CARD VALLEY JENNIFER	R	119.40
01	V2301278	07/04/2022	P-CARD WILLHITE KASYA	R	704.81
01	V2301279	07/04/2022	P-CARD WINTER AMY	R	267.50
01	V2301280	07/04/2022	P-CARD LUNDY MICHELLE	R	1,545.26
01	V2301281	07/04/2022	P-CARD MAHONEY COLLEEN	R	1,647.00
01	V2301282	07/04/2022	P-CARD SHAHSAVAND MARTA	R	1,101.60
01	305416	07/06/2022	BIX FRUIT COMPANY	R	404.19
01	305417	07/06/2022	BSN SPORTS, LLC	R	736.25
01	305418	07/06/2022	CATALYST BUYING GROUP LLC	R	1,514.99
01	305419	07/06/2022	COMMERCIAL KITCHEN	R	1,947.00
01	305420	07/06/2022	LOVING GUIDANCE LLC	R	460.00
01	305421	07/06/2022	D.E.L.O.R.E.S WORKS, INC.	R	45,550.00
01	305422	07/06/2022	ECM PUBLISHERS INC	R	258.00
01	305423	07/06/2022	FATH CUTTER, NOELLA	R	3,060.00
01	305424	07/06/2022	HASTINGS CREAMERY LLC	R	3,691.38
01	305425	07/06/2022	HOGLUND BUS CO INC	R	6,434.00
01	305426	07/06/2022	KIDCREATE STUDIO	R	581.00
01	305427	07/06/2022	MIDWEST SPECIAL INSTRUMENTS (MSI)	R	378.10
01	305428	07/06/2022	ONE OF ONE CLOTHING	R	1,076.25
01	305429	07/06/2022	PAN O GOLD BAKING CO	R	93.00
01	305430	07/06/2022	PAYDHEALTH	R	23,994.70
01	305431	07/06/2022	RATWIK ROSZAK & MALONEY PA	R	1,086.50
01	305432	07/06/2022	RUPP ANDERSON SQUIRES & WALDSPURGER	R	3,335.90
01	305433	07/06/2022	TRIO SUPPLY COMPANY	R	165.63
01	305434	07/06/2022	UPPER LAKES FOODS	R	3,033.72
01	305435	07/06/2022	XCEL ENERGY	R	96.33
01	305436	07/07/2022	AUGSBURG UNIVERSITY-ROCHESTER	R	750.00
01	305437	07/07/2022	AMF SOUTHTOWN LANES	R	173.19

01	305438	07/07/2022	ARVIG ENTERPRISES INC	R	1,307.90
01	305439	07/07/2022	ASANA, INC.	R	4,498.20
01	305440	07/07/2022	BETHEL UNIVERSITY	R	1,605.00
01	305441	07/07/2022	CENTURYLINK	R	43.33
01	305442	07/07/2022	EDUCATORS BENEFIT CONSULTANTS LLC	R	456.35
01	305443	07/07/2022	ESX TECHNOLOGY SOLUTIONS, LLC	R	294,043.00
01	305444	07/07/2022	KINECT ENERGY INC	R	525.00
01	305445	07/07/2022	LEARNING A-Z	R	4,590.00
01	305446	07/07/2022	MASA/MASE	R	1,330.00
01	305447	07/07/2022	MCEA	R	199.00
01	305448	07/07/2022	ON SITE SANITATION	R	48.00
01	305449	07/07/2022	TAFFE SARAH ANN	R	8,831.97
01	305450	07/07/2022	VERIZON WIRELESS	R	360.09
01	305451	07/08/2022	COMPAS INC	R	456.68
01	305452	07/08/2022	CURRICULUM ASSOCIATES, LLC	R	14,313.75
01	305453	07/08/2022	GENERATIVE LEARNING	R	1,200.00
01	305454	07/08/2022	ISD #271	R	300.00
01	V611977	07/12/2022	ERICA T BARLOW	R	70.00
01	V611978	07/12/2022	MIRIAM A CASTRO SANJUAN	R	40.00
01	V611979	07/12/2022	MARY L CLARKSON	R	70.00
01	V611980	07/12/2022	LATANYA R DANIELS	R	70.00
01	V611981	07/12/2022	GEORGE A DENNIS	R	35.00
01	V611982	07/12/2022	MEGAN M STECHER	R	70.00
01	V611983	07/12/2022	PETER J FITZPATRICK	R	40.00
01	V611984	07/12/2022	STEVEN T FLUCAS	R	70.00
01	V611985	07/12/2022	MICHAEL L FRANKENBERG	R	70.00
01	V611986	07/12/2022	DAVID A FREEBURG	R	70.00
01	V611987	07/12/2022	RACHEL GENS	R	70.00
01	V611988	07/12/2022	AREND J GEURINK	R	70.00
01	V611989	07/12/2022	JAMES A GILLIGAN	R	70.00
01	V611990	07/12/2022	CHRISTINA M GONZALEZ	R	70.00
01	V611991	07/12/2022	KYLE L GUSTAFSON	R	40.00
01	V611992	07/12/2022	KEVIN D HARRIS	R	40.00
01	V611993	07/12/2022	JAMES L HILL	R	40.00
01	V611994	07/12/2022	JESSICA M HOFFMAN	R	40.00
01	V611995	07/12/2022	CRAIG D HOLJE	R	70.00
01	V611996	07/12/2022	CORY J KLINGE	R	70.00
01	V611997	07/12/2022	DANIEL E KRETSINGER	R	70.00
01	V611998	07/12/2022	ANOOP KUMAR	R	40.00
01	V611999	07/12/2022	SHANNON J LINDBERG	R	40.00
01	V612000	07/12/2022	JOHN M LORENZINI	R	70.00
01	V612001	07/12/2022	COLLEEN M MAHONEY	R	70.00
01	V612002	07/12/2022	MICHAEL A MANNING	R	70.00
01	V612003	07/12/2022	DANIEL P MCGINN	R	40.00
01	V612004	07/12/2022	DOUG R MCMEEKIN	R	70.00
01	V612005	07/12/2022	KENT D MEYER	R	70.00
01	V612006	07/12/2022	ALECIA M MOBLEY	R	70.00
01	V612007	07/12/2022	ERIN H NEILON	R	40.00
01	V612008	07/12/2022	ROBERT G OLSON	R	40.00
01	V612009	07/12/2022	LAURA B OTTERNESS	R	70.00

01	V612010	07/12/2022	MARK S PEDERSEN	R	40.00
01	V612011	07/12/2022	CHRISTOPHER A PETERSON	R	70.00
01	V612012	07/12/2022	DENNIS E PETERSON	R	35.00
01	V612013	07/12/2022	CASSANDRA QUAM	R	70.00
01	V612014	07/12/2022	RENEE C REED-KARSTENS	R	40.00
01	V612015	07/12/2022	KEITH D RIEF	R	40.00
01	V612016	07/12/2022	MAUREEN E RUHLAND	R	40.00
01	V612017	07/12/2022	TIMECKA MARIE SANCHEZ-MICHAELS	R	70.00
01	V612018	07/12/2022	ASHLEY SCHAEFER	R	70.00
01	V612019	07/12/2022	MARTA I SHAHSAVAND	R	70.00
01	V612020	07/12/2022	AMY B SKARE-KLECKER	R	70.00
01	V612021	07/12/2022	NANCY J STACHEL	R	70.00
01	V612022	07/12/2022	PATRICK M SURE	R	40.00
01	V612023	07/12/2022	STACY THEIEN-COLLINS	R	70.00
01	V612024	07/12/2022	VLADIMIR S TOLEDO	R	40.00
01	V612025	07/12/2022	STEVEN P UNOWSKY	R	270.00
01	V612026	07/12/2022	STEPHEN C URBANSKI	R	40.00
01	V612027	07/12/2022	CARRIE A VALA	R	70.00
01	V612028	07/12/2022	JENNIFER K VALLEY	R	70.00
01	V612029	07/12/2022	RYAN WAGNER	R	40.00
01	V612030	07/12/2022	REBECCA S WALD	R	40.00
01	V612031	07/12/2022	MICHELLE R WHITESIDE	R	70.00
01	V612032	07/12/2022	KASYA L WILLHITE	R	70.00
01	V612033	07/12/2022	AMY J WINTER AHSENMACHER	R	70.00
01	305455	07/14/2022	AMPLIFIED IT, A CDW COMPANY	R	6,881.00
01	305456	07/14/2022	AQUA ENGINEERING INC	R	1,153.35
01	305457	07/14/2022	BARTON SAND & GRAVEL CO	R	150.00
01	305458	07/14/2022	BIX FRUIT COMPANY	R	767.84
01	305459	07/14/2022	BRINK'S INCORPORATED	R	44.17
01	305460	07/14/2022	CEDAR SMALL ENGINE	R	339.24
01	305461	07/14/2022	CITY OF RICHFIELD	R	450.00
01	305462	07/14/2022	CITY OF RICHFIELD	R	1,809.40
01	305463	07/14/2022	CM CONSTRUCTION COMPANY	R	1,368.00
01	305464	07/14/2022	CUB FOODS	R	519.53
01	305465	07/14/2022	DARK KNIGHT SOLUTIONS, LLC	R	350.00
01	305466	07/14/2022	DICKS SANITATION SERVICE, INC (DSI)	R	6,960.26
01	305467	07/14/2022	ECM PUBLISHERS INC	R	130.70
01	305468	07/14/2022	HILLYARD MINNEAPOLIS	R	325.06
01	305469	07/14/2022	HOGAN ASSESSMENT SYSTEMS INC	R	1,695.00
01	305470	07/14/2022	HOGLUND BUS CO INC	R	269.35
01	305471	07/14/2022	HOME DEPOT U.S.A.	R	1,809.32
01	305472	07/14/2022	HR SIMPLIFIED INC.	R	354.24
01	305473	07/14/2022	IIX INSURANCE INFORMATION EXCHANGE	R	54.40
01	305474	07/14/2022	KREMER SERVICES LLC	R	2,638.98
01	305475	07/14/2022	LUBE TECH & PARTNERS LLC	R	5,725.04
01	305476	07/14/2022	MASPA-MN ASSC SCHL PERSONNEL ADMIN	R	60.00
01	305477	07/14/2022	MIDWEST BUS PARTS INC	R	131.61
01	305478	07/14/2022	MINUTEMAN PRESS EDINA	R	512.79
01	305479	07/14/2022	MSBA-MINNESOTA SCHOOL BOARD ASSOC	R	210.00
01	305480	07/14/2022	NOKOMIS SHOE SHOP	R	19.95

01	305481	07/14/2022	ONE OF ONE CLOTHING	R	473.70
01	305482	07/14/2022	PAN O GOLD BAKING CO	R	270.00
01	305483	07/14/2022	SITEONE LANDSCAPE SUPPLY LLC	R	83.17
01	305484	07/14/2022	TOLL COMPANY	R	11.64
01	305485	07/14/2022	TWIN CITY TRANSPORTATION	R	62,091.22
01	305486	07/14/2022	WORLD FUEL SERVICES, INC.	R	1,415.87
01	305487	07/14/2022	XCEL ENERGY	R	9.29
01	305488	07/14/2022	ZIEGLER INC.	R	550.15
01	305489	07/14/2022	AMSD-ASSOC OF METRO SCHOOL DIST	R	9,037.00
01	305490	07/14/2022	ANOKA-HENNEPIN SCHOOL DIST #11	R	800.00
01	305491	07/14/2022	APPRIZE TECHNOLOGIES	R	225.00
01	305492	07/14/2022	BLACKBOARD INC	R	7,216.00
01	305493	07/14/2022	BCBS OF MINNESOTA & BLUE PLUS	R	9,900.00
01	305494	07/14/2022	BLUUM OF MINNESOTA, LLC	R	741.60
01	305495	07/14/2022	BOND TRUST SERVICES CORP	R	2,850.00
01	305496	07/14/2022	CENTURYLINK	R	71.00
01	305497	07/14/2022	CINTAS CORPORATION NO 2	R	164.17
01	305498	07/14/2022	COMCAST BUSINESS	R	541.35
01	305499	07/14/2022	COMMONLIT INC	R	2,500.00
01	305500	07/14/2022	CONTINENTAL RESEARCH CORP	R	673.93
01	305501	07/14/2022	CULLIGAN SOFT WATER	R	10.00
01	305502	07/14/2022	FASTENAL INDUSTRIAL	R	266.50
01	305503	07/14/2022	FASTEST LABS OF BLOOMINGTON	R	137.50
01	305504	07/14/2022	FOLLETT EDUCATIONAL	R	4,201.13
01	305505	07/14/2022	FOLLETT SCHOOL SOLUTIONS INC	R	6,007.14
01	305506	07/14/2022	LIMINEX, INC.	R	9,975.00
01	305507	07/14/2022	HAAG COMPANIES	R	246.90
01	305508	07/14/2022	HOGLUND BUS CO INC	R	550.48
01	305509	07/14/2022	HR SIMPLIFIED INC.	R	484.00
01	305510	07/14/2022	JUNK MASTERS LLC	R	300.00
01	305511	07/14/2022	LOFFLER	R	1,225.09
01	305512	07/14/2022	MINNESOTA DEPARTMENT OF HEALTH	R	280.00
01	305513	07/14/2022	MINUTEMAN PRESS EDINA	R	235.00
01	305514	07/14/2022	NWEA	R	37,800.00
01	305515	07/14/2022	ON SITE SANITATION	R	374.50
01	305516	07/14/2022	POWERSCHOOL GROUP LLC	R	21,000.00
01	305517	07/14/2022	PREMIUM WATERS INC	R	30.00
01	305518	07/14/2022	RYAN JEANNIE M	R	640.27
01	305519	07/14/2022	SHERWIN WILLIAMS CO	R	554.95
01	305520	07/14/2022	SITEONE LANDSCAPE SUPPLY LLC	R	433.95
01	305521	07/14/2022	SMARTSENSE BY DIGI	R	330.00
01	305522	07/14/2022	XCEL ENERGY	R	105.02
01	305523	07/15/2022	LANGUAGE LINE SERVICE	R	677.84
01	305524	07/15/2022	MULTILINGUAL WORD INC	R	35.00
01	V2301255	07/15/2022	GOVERNMENT LEASING	R	50,372.04

TOTAL PCARDS, CHECKS, EPAYS & WIRES
759,421.25

P-CARD,CHECK RUNS, E-PAYS & WIRES FOR 08/01/2022 BOARD REPORTS

BANK 05	DATE	AMOUNT
June Pcards Paid 7/4/22	7/4/2022	52,346.22
E-Pays	7/12/2022	3,520.00
Wire Transfer	7/15/2022	50,372.04
Checks	7/6/2022	97,896.94
	7/7/2022	318,761.03
	7/8/2022	16,270.43
	7/14/2022	219,541.75
	7/15/2022	712.84

CHECK REGISTER BANK 05 TOTAL =	759,421.25
--------------------------------	-------------------

BREAKDOWN	
01-206-00	619,962.83
02-206-00	12,812.23
03-206-00	82,829.94
04-206-00	16,614.55
06-206-00	-
07-206-00	2,375.00
18-206-00	-
20-206-00	24,237.46
21-206-00	114.24
47-206-00	475.00
BANK TOTAL =	759,421.25

RICHFIELD PUBLIC SCHOOLS

Investment Holdings as of
July 27, 2022

Agenda Item IV.A.3.

Description	Matures	Rate	Cost	General Operating	Custodial (Scholarships)	2018A Bond	2018B Bond	OPEB Bond
MN TRUST TERM SERIES	11/15/22	0.12%	1,500,000.00	1,500,000.00	-	-	-	-
US TREASURY N/B	06/30/23	0.25%	1,998,011.64	1,998,011.64	-	-	-	-
STATE BANK OF INDIA	11/29/23	0.40%	249,739.23	249,739.23	-	-	-	-
SYNCHRONY BANK	11/30/23	0.40%	249,739.23	249,739.23	-	-	-	-
US TREASURY N/B	03/31/23	1.58%	999,463.36	999,463.36	-	-	-	-
MNTRUST â€“ Full Flex (PenFed HCC)	01/00/00	1.42%	14,019,729.91	14,019,729.91	-	-	-	-
US TREASURY N/B	10/31/22	0.06%	124,082.34	-	124,082.34	-	-	-
SALLIE MAE BANK/SALT LKE	08/25/23	0.30%	249,248.07	-	249,248.07	-	-	-
MNTRUST â€“ Full Flex (PenFed Phly)	01/00/00	1.42%	1,251,761.48	-	-	-	1,251,761.48	-
HONOLULU-E-TXBL	10/01/22	1.61%	282,931.00	-	-	-	-	282,931.00
HAWAII-FA-TXBL	10/01/23	1.62%	882,359.50	-	-	-	-	882,359.50
HONOLULU CITY and CNTY	10/01/22	1.58%	965,371.30	-	-	-	-	965,371.30
US TREASURY N/B	10/15/24	1.12%	527,929.69	-	-	-	-	527,929.69
Trustar Bank	10/26/22	0.05%	249,800.00	-	-	-	-	249,800.00
GREENSTATE CREDIT UNION	10/26/22	0.07%	249,800.00	-	-	-	-	249,800.00
SERVISFIRST BANK	10/26/22	0.05%	249,800.00	-	-	-	-	249,800.00
ROBBINSDALE ISD-B-REF	02/01/23	0.13%	2,716,236.55	-	-	-	-	2,716,236.55
TEXAS ST-C-REF-TXBL	10/01/22	1.61%	784,606.90	-	-	-	-	784,606.90
FREDDIE MAC	09/23/25	1.60%	287,372.71	-	-	-	-	287,372.71
US TREASURY N/B	09/30/23	2.00%	731,132.81	-	-	-	-	731,132.81
NYC -TXBL -REF -D	08/01/24	0.38%	506,600.00	-	-	-	-	506,600.00
Total Investments Held			29,075,715.72	19,016,683.37	373,330.41	-	1,251,761.48	8,433,940.46



This LEASE, made and entered into the 30th day of June, 2022 by and between Hope Presbyterian Church of Richfield, a Minnesota nonprofit corporation (hereinafter called "Landlord "), and Richfield Public Schools, a Minnesota Independent School District (hereinafter called "Tenant ").

Basic Lease Terms	
Landlord	Hope Presbyterian Church of Richfield
Legal Entity	A Minnesota nonprofit corporation
Tenant	Richfield Public Schools
Legal Entity	Minnesota Independent School District 280
Leased Premises	School building at 7132 Portland Avenue South, Richfield, MN 55432
Rentable Square Footage	10,970square feet consisting of seven Classrooms, two rest rooms, and one community room
Term	Five (5) years
Commencement Date	July 1 st , 2022
Termination Date	June 30 th , 2027
Rent	\$177,289.44 per year gross rent
Annual Rent Increases	2.5%
Payment	Base Rent, as specified above, shall be payable in twelve (12) equal monthly installments by the fifth (5th) day of each month.
Use	Public School grades 9 through 12 and related administrative purposes.
Parking	School to use the north parking lot for its students, staff and visitors
Landlord's Address for Notices	Keith Koenig Hope Church 7132 Portland Ave S



	Richfield, MN 55423
Tenant's Address for Notices	Steven Unowsky Richfield Public Schools 7001 Harriet Ave S Richfield, MN 55423
Early Termination Option	Either party has the right to terminate the Lease upon written notice given on or before March 1 st of any given year, with termination applying at the end of that Lease year (June 30 th).
Additional Exhibits	Exhibit A - Leased Premises Exhibit B - Building Rules Exhibit C - intentionally omitted Exhibit D - Landlord's Personal Property Used by Tenant Exhibit E - Joint Use Agreement Exhibit F - Parking

ARTICLE 1. Leased Premises, Shared Space and Personal Property.

- A. Subject to and upon the terms, provisions and conditions hereinafter set forth, and each in consideration of the duties, covenants and obligations of the other hereunder, Landlord does hereby lease to Tenant, and Tenant does hereby lease from Landlord, office and classroom space located in an educational structure located at 7132 Portland Avenue South (the "Building"), all of which is more particularly described in the attached Exhibit A, and subject to the terms of the Joint Use Agreement attached hereto (hereinafter referred to as the "Leased Premises")
- B. Other than as set forth in this Lease, Tenant assumes full responsibility for the condition and operation of the Leased Premises, and the Landlord shall have no liability in respect thereto, or for damage to the property of the Tenant or on account of condition or operation of the Leased Premises.
- C. The Tenant shall have shared use of parking as depicted on Exhibit F, with primary use by Tenant from 6:00 a.m. to 6:00 p.m. Monday through Friday, when school is in session (the "Regular School Hours"); provided, however, that Tenant's use of certain portions of the parking areas is subject to the Joint Use Agreement attached hereto. Landlord will have priority use at all other times, subject to the Joint Use Agreement.
- D. Landlord is allowing Tenant's use of Landlord's personal property ("Landlord's Personal Property") listed on Exhibit D hereto. Landlord's Personal Property shall remain property of Landlord. Tenant shall exercise reasonable care in its use of Landlord's Personal Property, will keep and protect such personal property from excessive damage, subject to normal wear and tear, and will not remove or dispose of Landlord's Personal Property without first obtaining Landlord's consent. Tenant accepts Landlord's Personal Property in its AS IS condition and Landlord shall have no duty to repair or replace Landlord's Personal Property that becomes damaged or destroyed.

ARTICLE 2. Purpose and Use.

The Tenant represents that the Leased Premises shall be used by the Tenant for educational and related purposes in connection with the operation of a public school for grades 9 through 12 and related administrative and extracurricular uses, subject to certain shared use rights granted to Landlord with respect to portions of the Leased Premises, as further described in Article 9 of this Lease. The Leased Premises shall be used and occupied by Tenant so as not to contravene any present or future laws in force or reasonable requirement of insurance carriers. All laws, regulations and School Board Policies that apply to Tenant will govern the Tenant's operations within the Leased Premises.

ARTICLE 3. Lease Term.

- A. Tenant takes the Leased Premises from Landlord, upon the terms and conditions herein contained, to have and to hold the same for the initial term of three (3) years (hereinafter referred to as "Lease Term") commencing on the 1st day of July, 2019 and terminating on the 30th day of June, 2022. Each one-year period during the Lease Term beginning on July 1 and ending on June 30 will be referred to as a "Lease Year". The Lease Term is subject to the Early Termination Option set forth above.

ARTICLE 4. Rent.

- A. Rent. Tenant shall pay to Landlord an annual rent equal to \$177,289.44 gross rent annually plus annual increases. The Annual Rent together with the Basic Operating Costs shall collectively be referred to as the "Gross Rent".
- B. Payment of Gross Rent. Tenant shall pay the annual Gross Rent in monthly installments, equal to one-twelfth (1/12th) of the then applicable annual Gross Rent. Each monthly installment of Gross Rent shall be payable in advance without demand and without any reduction, abatement, counterclaim or offset, to Landlord on or before the 5th day of each month (or the next succeeding business day in the event the 5th day of such month is not a business day). If any rent is not paid within ten (10) days of the due date, Tenant shall pay a late penalty of interest of eighteen percent (18%) per annum on the amount of past due rent.
- C. Other Amounts Payable Directly by Tenant. It is the intention of the parties that, in addition to the Rent and Operating Costs, Tenant shall be responsible for paying the following:
- Supplies. Tenant shall obtain and pay for all supplies and materials used in the operation of its school in the Leased Premises.
 - Insurance Expense. Tenant shall pay all costs of obtaining and carrying the insurance for which Tenant is obligated to maintain pursuant to Article 11.

ARTICLE 5. Alterations.

Tenant shall not, without the prior written consent of Landlord make alterations, improvements or additions to the Leased Premises ("Tenant's Alterations"). Landlord's consent of Tenant's Alterations shall be conditioned on the following: that Tenant furnishes Landlord a copy of the plans and specifications for the improvements, which are satisfactory to Landlord, in Landlord's discretion; that such alterations, improvements or additions are made in accordance with the required local ordinances and public authorities having jurisdiction thereof; that the value of the property shall not be diminished thereby; that the Tenant shall bear the cost of the same; that Tenant demonstrates to Landlord, in Landlord's discretion that Tenant has adequate resources available to pay the entire cost of Tenant's Improvements; and that Tenant shall not allow mechanic's liens to exist. Tenant shall be solely responsible for the maintenance and repair of such Tenant's Alterations at Tenant's expense during the term of the Lease and any and all such alterations, physical additions or improvements, when made to the Leased Premises by Tenant, shall remain the property of the Tenant so long as this Lease is in force and effect, but shall be



surrendered to the Landlord upon the termination of this Lease Agreement by lapse of time or otherwise; provided, however, that this clause shall not apply to equipment, furniture, or trade fixtures installed by Tenant. Provided further, upon termination, that Landlord in Landlord's sole discretion may require Tenant to remove any Tenant Alterations and restore the Leased Premises to the condition of the Leased Premises at the commencement of the Lease Term of this Lease under Article 3, and pay all costs and expenses and reimburse Landlord for any damages caused by the installation or removal of any of Tenant Alterations. Any and all equipment, furniture, or trade fixtures installed by Tenant shall be and remain the property of the Tenant, and the Tenant may at any time remove any and all equipment, furniture, and trade fixtures installed by it on the Leased Premises, provided Tenant pays all costs and expenses and reimburses Landlord for any damages caused by the installation or removal of any of Tenant's equipment.

Tenant will indemnify Landlord against and hold Landlord harmless from all liabilities, liens, claims, costs, and demands on account of the work. If any lien is filed against the Leased Premises, Tenant will cause the lien to be discharged of record within ten (10) days after it is filed. If Tenant desires to contest the lien, it will furnish Landlord, within the ten-day period, security reasonably satisfactory to Landlord of at least 150% of the amount of the lien, plus estimated costs and interest. If a final non-appealable judgment establishing the validity or existence of the lien for any amount is entered, Tenant will satisfy it at once. If Tenant fails to pay any charge for which a lien has been filed, and does not give Landlord such security, or does not so satisfy any such judgment, Landlord may, at its option, pay the charge and related costs and interest (and may apply any security given by Tenant), and the amount so paid, together with reasonable attorneys' fees incurred in connection with it, will be immediately due from Tenant to Landlord as additional rent. Nothing contained in this Lease is the consent or agreement of Landlord to subject Landlord's interest in the Leased Premises to liability under any lien law. If either Landlord or Tenant receives notice that a lien has been or is about to be filed against the Leased Premises, or that any action affecting title to the Leased Premises has been commenced on account of work done by or for Tenant or labor or materials furnished to or for Tenant, it will immediately give the other written notice of the notice. At least fifteen (15) days prior to the commencement of any work (including without limitation any maintenance, repairs, alterations, additions, improvements, or installations) in or to the Leased Premises, by or for Tenant, Tenant will give Landlord written notice of the proposed work and the names and addresses of the persons supplying labor and materials for the proposed work, and if the total cost of the maintenance, repairs, alterations, improvements or installations exceeds \$50,000.00, Tenant will furnish Landlord security reasonably satisfactory to Landlord of one hundred percent (100%) of the total cost. Landlord will have the right to post notices of non-responsibility or similar notices on the Leased Premises in order to protect the Leased Premises against liens.

ARTICLE 6. Intentionally Omitted

ARTICLE 7. Obligations of Landlord.

Landlord covenants and agrees with Tenant:

- A. During the Lease Term or any Renewal Term Landlord shall keep the structural parts of the building such as foundation, load-bearing walls, exterior walls, subfloor and roof, windows and exterior glass, and building mechanical systems (such as boilers, radiators, plumbing, kitchen equipment, and electrical) in working order and repair; however, notwithstanding anything to the contrary, Tenant shall be responsible for repairs to such items that shall be caused by any acts or omission or the negligence of Tenant or its employees, agent, subcontractor, contractors, students or invitees. Tenant may self-repair such damage, subject to the requirements of Article 5.
- B. Landlord shall provide utilities to the connection points of the Leased Premises if separately metered to the Leased Premises. Landlord is responsible for the continuous supply of all utilities that are not separately metered. Landlord is responsible for all expenses, not as a direct result



of Tenant negligence, associated with the repair, maintenance and replacement of building systems to include heating and air conditioning. Repair and maintenance may be reimbursed to Landlord as described in Basic Operating Expenses in the Lease.

- C. Landlord shall furnish Tenant with keys for any interior and exterior door entering the Leased Premises. All such keys shall remain the property of Landlord. No additional locks shall be allowed on any door of the Leased Premises without providing Landlord with duplicate keys.
- D. In the event that in the performance of Landlord's work in repairing structural or roof components of the Leased Premises as required by this Lease, such work materially affects the Leased Premises so as to render the Leased Premises unsuitable for the Tenant's use for a period of more than fifteen (15) school days if during the school year, then this Lease shall remain in full force and effect but with a proportionate abatement of the Base Rent based upon the portion of the Leased Premises made unsuitable for the Tenant's use, which abatement shall continue until Landlord's work is substantially completed so that Tenant may continue its use of that portion of the Leased Premises affected.
- E. Landlord shall make reasonable efforts to remove snow and apply salt and sand on days in which school is in operation.
- F. Landlord to provide janitorial services on a daily basis, Monday through Friday when school is in session, to endeavor to keep the premises in a clean and sanitary condition, with daily cleaning of floors in each room, disposing of waste, sanitizing counters/surfaces, replacing bulbs as needed, and providing any other cleaning and repair as is associated with such janitorial standard practices for a school site.
- G. For school security purposes, any church staff or others directed by the church to enter into areas specifically leased by the school are to have background checks as agreed upon between Tenant and Landlord, and as required by school practice. Both Tenant and Landlord agree to provide reasonable efforts to keep school areas secure from unauthorized entry during school hours.

ARTICLE 8. Obligations of Tenant.

Tenant covenants and agrees with Landlord:

- A. Tenant shall maintain the Leased Premises and make all repairs and replacements to the Leased Premises not specifically agreed to by Landlord in the above Article 7 including but not limited to all repairs and replacements made necessary as a result of negligence, misuse or act or omission by Tenant and Tenant's invitees; all interior non-structural repairs and replacements necessary to keep and maintain the Leased Premises in good order and state of repair; replacement of all broken glass; replacing lights.
- B. Tenant shall keep the premises in an orderly, clean and sanitary condition as required by governmental laws and ordinances applicable thereto and shall keep premises in as good of condition as when turned over to it with reasonable wear and tear accepted. Alternatively, per mutual agreement, Tenant may provide and pay for such services directly.
- C. Tenant shall obtain all necessary permits and licensing for any Tenant Alterations performed by Tenant, if any, pursuant to Article 5 and for the operation of its school.
- D. Tenant shall comply with all lawful government rules, regulations, ordinances, statutes and laws now or hereafter in effect pertaining to the Tenant's use hereof. The parties will enter into a written agreement for any structural or nonstructural alterations, additions, or changes to the Leased Premises required to comply with laws, regulations, ordinances, or orders of any public agencies, or rules and regulations of the National Fire Protective Association, and any similar health and safety bodies whether now existing or hereafter promulgated or pursuant to the Americans with Disabilities Act, 47 U.S.C. §§12101-12213, as amended (including



administrative, judicial, and legislative interpretations, rulings, and clarifications relating thereto). The parties' agreement will outline who is responsible for the costs of any improvements under this Paragraph. If the cost of Tenant's compliance with this subsection (D) requires a significant capital improvement at a cost exceeding \$25,000 then Tenant will provide Landlord notice of the required capital improvement (the "Improvement Notice"), which notice will include the expected scope and cost of such improvements. The parties will negotiate in good faith for a written agreement addressing the scope, cost and completion of the such improvements, cost-sharing (including rent adjustments) and responsibilities of contracting for construction or installment of improvements and financing, if applicable and other terms and conditions (the "Improvement Agreement"). If the parties do not execute a written Improvement Agreement within forty-five (45) days' notice from Tenant's Improvement Notice, then either party may terminate this Lease by written notice to the other party. The effective date of termination of the Lease will be the nearest June 30th that is at least ten (10) months following the date of written notice of Lease termination.

- E. Subject to legal restrictions with respect to the presence of non-students and non-employees within public school premises, Tenant shall give Landlord access to the Leased Premises, upon twenty-four (24) hours advance notice from Landlord, during regular business hours (provided that Landlord shall be respectful of students in class when present), without charge or diminution of rent, to enable Landlord to examine the same, to show the same to prospective tenants (during final 18 months of the Term). Landlord shall have regular access to the Leased Premises in order to make such repairs, additions and alterations as required of Landlord by this Lease and in the case of emergency.
- F. Tenant shall keep the Leased Premises in good order and condition and shall commit no waste upon the Leased Premises.
- G. Tenant shall not permit any waste or refuse to be stored on the Leased Premises except in dumpsters or waste removal containers for a reasonable period of time pending removal by janitorial staff.
- H. Tenant shall, upon expiration or termination of this Lease in any manner whatsoever, remove Tenant's goods and effects and those of any other person claiming a right of possession through or under Tenant, and quit and deliver up the Leased Premises to Landlord peaceably and quietly in as good order and condition as the same existed upon Tenant's occupancy of the Leased Premises, reasonable use and wear thereof and repairs which are Landlord's obligation excepted. Goods and effects not removed by Tenant for a period of more than thirty (30) days following the expiration or termination of this Lease, however terminated, shall be considered abandoned, and Landlord may dispose of the same, as it deems expedient, at Tenant's expense.
- I. Tenant shall comply with the Building Rules and Regulations specified in the attached Exhibit B, which are incorporated herein by reference.
- J. Tenant shall not either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, or suffer any other person (employees, agents, and invitees of Tenant excepted) to occupy or use the Leased Premises or any portion thereof, without the prior written consent of Landlord, which will not unreasonably be withheld, conditioned or delayed. Consent by Landlord to one assignment, subletting, occupation or use by any other person shall not be deemed to be consent to any subsequent assignment, subletting, occupation or use by another person. Any such assignment or subletting, without such consent shall be void, and shall, at the option of Landlord, constitute a default under this Lease. The foregoing shall not operate to prohibit Tenant from having occasional guests or invitees provided their use is consistent with the educational mission of Tenant.



- K. Tenant shall not overload, damage or deface the Leased Premises or do any act which may exceed the capacities of the floors, equipment or systems of the Leased Premises or the Building or make void or voidable any insurance on the Leased Premises or the Building or which may render an increased or extra premium payable for insurance.
- L. Tenant shall keep the Leased Premises and the Building free from any liens arising out of any work performed, materials furnished or obligations incurred by Tenant.
- M. Failure of Landlord to insist, in any one or more instances, upon strict performance of any term, covenant or condition of this Lease, or to exercise any option herein, shall not be a waiver or relinquishment of such for the future. The receipt by Landlord of rents with knowledge of Tenant's breach in any of the terms, covenants or conditions of this Lease shall not be deemed to have waived any provision of this Lease unless in writing signed by Landlord.
- N. If any default in this Lease of Tenant can be cured by the expenditure of money, Landlord may, but without obligation, and without limiting any other remedies which it may have be reason of such default, cure the default after thirty (30) days written notice to Tenant, charge the cost to Tenant and Tenant shall pay the same forthwith. Any amounts paid by Landlord to cure default of Tenant shall, for purposes of Landlord's remedies, be construed as additional rent due.
- O. Tenant shall pay for and self-perform repairs to the Building where such repairs were made necessary by the negligence of, or misuse by, the Tenant, its agents, customers, employees, students or invitees, In the event Tenant has failed to make such necessary repairs after thirty (30) days written notice from Landlord to Tenant, Landlord may, but is not required to make such repairs and Tenant shall promptly pay to the Landlord, upon request, an amount equal to any reasonable cost incurred by the Landlord in making such repairs.

ARTICLE 9. Use of the Leased Premises by Landlord.

Landlord shall have the right to use and shall have use of portions of the Leased Premises for church related purposes during the Lease Term and any Renewal Term in accordance with the Joint Use Agreement attached hereto as Exhibit E and incorporated herein by reference. Notwithstanding the foregoing, Landlord will remove, cover, or conceal religious or other items located within the Leased Premises during School Hours consistent with Tenant's use of the Leased Premises as a public school in order that state and federal regulations as well as Tenant's School Board Policies are able to be fulfilled within the space occupied and accessed for these purposes by Tenant. These spaces are limited to the spaces leased as well as shared spaces and identified primary entry points for the Richfield School District program, including access doors on both the east and west sides of the building and designated access hallway and gym space as indicated in the designated facility map in Exhibit A.

ARTICLE 10. Insurance.

- A. Tenant shall purchase, in advance, and shall maintain with insurers of recognized responsibility licensed to do business in the State of Minnesota:
 - a. Liability insurance covering all acts of Tenant, its employees, agents, representatives and guests within the Building in a single limit amount of not less than \$2,000,000.00.
 - b. Property damage liability insurance covering leasehold improvements installed by Tenant, Tenant's fixtures and equipment.
- B. All such insurance maintained by Tenant shall, with respect to liability but not with respect to property damage, name Landlord, Tenant and any Mortgagee holding a mortgage on the Leased Premises as insureds, and shall not be cancelable on less than thirty (30) days written notice to Landlord, Tenant and Landlord's Mortgagee by the insurer. Certificates of all such insurance shall be delivered to Landlord prior to occupancy of the Leased Premises by Tenant and at least thirty (30) days prior to the termination date of any existing policy.



- C. After the initial term of this Lease, the Landlord may require an increase in the coverage specified above to conform to current insurance norms and standards or as may be required by the self-insurance program in which Landlord participates.

ARTICLE 11. Subordination To Mortgages.

This Lease and all rights of Tenant and Landlord hereunder and provisions hereof are and shall be subject and subordinate to any mortgage or deed of trust constituting a lien on the Building, or any part thereof, or on Tenant's leasehold interest hereunder, whether such mortgage or deed of trust has heretofore been or may hereafter be placed upon the Building to secure an indebtedness to any savings bank, bank, trust company, or other institutional lender, private or public, and to any renewal, modification, consolidation, replacement, or extension of any such mortgage or deed of trust. Tenant agrees to execute and deliver, at any time and from time to time upon demand by Landlord such documents as may be required to effectuate such subordination, and in the event Tenant shall fail, neglect or refuse to execute and deliver any such document within twenty-five business days after receipt of written notice to do so and the receipt by Tenant of a document to be executed by it, Tenant hereby appoints Landlord, its successors and assigns, the attorney-in-fact of Tenant irrevocably to execute and deliver any and all such documents for and on behalf of Tenant. In the event that the mortgagee or beneficiary of any such mortgage or deed of trust elects to have this Lease be a prior lien to its mortgage or deed of trust, then, in such event, upon such mortgagee or beneficiary giving written notice to Tenant to that effect, this Lease shall be deemed prior to such mortgage or deed of trust whether this Lease is recorded prior to or subsequent to the date of such recordation of such mortgage or deed of trust.

ARTICLE 12. Casualty Loss.

In the event of any damage or destruction to the Leased Premises by fire or other cause during the term hereof, the following provisions shall apply:

- A. If the Building is damaged by fire or any other cause to such extent that the cost of restoration, as reasonably estimated by Landlord, will equal or exceed thirty percent (30%) of the replacement value of the Building (exclusive of foundations) just prior to the occurrence of the damage, or if Landlord fails to provide such reasonable estimate to Tenant within sixty (60) days after the damage, then either Landlord or Tenant may, no later than the sixtieth (60th) day following the damage, give Tenant written notice of Landlord's election to terminate the Lease.
- B. If the cost of restoration as reasonably estimated by Landlord shall amount to less than thirty percent (30%) of said replacement value of the Building, or if, despite the cost, Landlord or Tenant does not elect to terminate this Lease, Landlord shall, to the extent compensated by insurance, restore the Building and the Leased Premises within ninety (90) days of such damage or destruction, subject to delays beyond Landlord's control and Tenant shall have no right to terminate this Lease except as herein provided. Landlord shall not be responsible for restoring or repairing leasehold improvements of the Tenant. During the period that the Leased Premises is untenable, in whole or in part, as a result of a casualty loss, rent shall abate in whole, or, if Tenant is able to occupy a portion of the Leased Premises without unreasonable business interruption, in part. Any partial abatement of rent shall be based upon the amount of square footage occupied by Tenant, at any given time during the period of casualty loss, as to the entire square footage of the Leased Premises. The period of abatement shall be from the date of the casualty loss to the date the entire amount of square footage occupied by Tenant becomes tenantable.
- C. In the event of the election to terminate, this Lease shall be deemed to terminate on the date of the casualty and all rent shall be paid up to the date of casualty. Tenant shall have no claim against Landlord for the value of any unexpired term of this lease.



- D. All insurance proceeds (except for Tenant's insurance covering Tenant's Leasehold improvements, personal property and trade fixtures and business continuation coverage) shall be assigned to Landlord to cover the cost of repair or to compensate Landlord for its loss.

ARTICLE 13. Eminent Domain.

If the entire Leased Premises are taken by eminent domain, this Lease shall automatically terminate as of the date of taking. If 30% or more of the Leased Premises is taken by eminent domain, Landlord or Tenant shall have the right to terminate this Lease as of the date of taking by giving written notice to the other within ninety (90) days after such date of taking. If neither Landlord nor Tenant elect to terminate this Lease, Landlord shall, at a cost not to exceed Landlord's award of damages, restore the Leased Premises, exclusive of any improvements or other changes made therein by Tenant, to as near the condition which existed immediately prior to the date of taking as reasonably possible, and to the extent that the Leased Premises are rendered untenable, the rent shall proportionately abate. All damages awarded for a taking under the power of eminent domain shall belong to and be the exclusive property of Landlord, whether such damages be awarded as compensation for diminution in value of the leasehold estate hereby created or to the fee of the Leased Premises; provided, however, that Landlord shall not be entitled to any separate award made to Tenant for the value and cost of removal of its personal property and fixtures or attributable to Tenant's relocation expenses provided any separate claim by Tenant shall not reduce or otherwise affect the amount of the Landlord's award. Landlord will provide written notice to tenant within 30 days of notification.

ARTICLE 14. Signs.

Tenant must receive Landlord's permission (which shall not be unreasonably withheld or delayed) for the erection of exterior signs. The Tenant shall be solely responsible for cost and expense of installation and maintenance thereof, and all signs must comply with any and all governmental regulations. The foregoing restriction does not apply to materials or signs placed on interior walls within the Leased Premises that (a) are used to designate rooms and or office locations, or (b) relate to the educational function of Tenant's school operation, or to temporary banners or placards used by Tenant in connection with special school activities. The exterior signs will be deemed Tenant's Personal Property and Tenant may remove the exterior signs at its option and shall remove such exterior signs at Landlord's request upon expiration or termination of this Lease. Tenant will be responsible to repair damages caused by the installation and removal of interior and external signs and shall restore the affected areas to its condition prior to the installation of such signs, subject to normal wear and tear.

ARTICLE 15. Security.

Tenant is solely responsible for the security and safety of its faculty, students, guests and invitees. Tenant may make such alterations to the Leased Premises as it may from time to time require for security and safety purposes, provided that Tenant is solely responsible for all costs thereof and such alterations are completed in accordance with Article 6 including the receipt of Landlord's prior written consent. Any alterations made or policies instituted herein by Tenant shall not unreasonably interfere with Landlord's reserved uses of the Leased Premises (including common areas).

ARTICLE 16. Liability/Indemnification.

Tenant agrees that Landlord and its officers and employees shall not be liable to Tenant for any damage to or loss of personal property in the Leased Premises unless such damage or loss is the result of the Landlord's breach of this Lease or the negligence or willful misconduct of Landlord or its officers, agent, employees, contractors or subcontractors. Notwithstanding anything to the contrary, but subject to the obligations of Landlord under the Lease, the Tenant accepts the Leased Premises AS IS, with all faults and the failure of the Leased Premises to currently comply with any safety, building or fire code, including, but limited to, the Americans with Disabilities Act shall not



constitute negligence or willful misconduct of Landlord or its officers, agents, employees, contractors or subcontractors.

Tenant also agrees that Landlord shall not be liable to Tenant, or those claiming through or under Tenant, for any injury, death or property damage occurring in, on or about the Leased Premises, parking areas, surrounding grounds or areas providing access to the Leased Premises, parking areas or surrounding grounds; and Tenant shall indemnify Landlord against, and hold Landlord harmless from liability, claims demands, damages, attorney fees, court costs and disbursements (including attorney fees, court costs and disbursements resulting from enforcement of this indemnity) thereof, arising out of any injury, death or property damage occurring in, on or about the Leased Premises, parking areas, surrounding grounds, or areas providing access to the parking areas, the Leased Premises or surrounding grounds, except to the extent caused by the negligence or willful misconduct of Landlord or its officers, agents, employees, contractors or subcontractors.

Landlord agrees that Tenant shall not be liable to Landlord, or those claiming through or under Landlord, for any injury, death or property damage occurring in or about the Leased Premises, parking areas, surrounding grounds or areas providing access to the parking areas, the Leased Premises or surrounding grounds where such injury, death or property damage arose from or resulted from Landlord's use of the Leased Premises pursuant to Article 9; and to such extent, Landlord shall indemnify Tenant against, and hold Tenant harmless from liability, claims demands, damages, attorney fees, court costs and disbursements (including attorney fees, court costs and disbursements resulting from enforcement of this indemnity) thereof, arising out of any injury, death or property damage occurring in, on or about the Leased Premises, parking areas, or areas providing access to the parking areas, the Leased Premises or surrounding grounds, where such injury, death or property damage arose from or resulted from Landlord's use of the Leased Premises pursuant to Article 9. Landlord shall have no duty to indemnify Tenant where such injury, death or property damage did not arise from or result from Landlord's use of the Leased Premises pursuant to Article 9 or was caused by the negligence or willful misconduct of Tenant or its officers, agents, employees, contractors or subcontractors.

ARTICLE 17. Default.

- A. Landlord Default. If Landlord should be in default in the performance of any of its obligations under this Lease, which default continues for a period of more than sixty (60) days after receipt of written notice from Tenant specifying such default (or such shorter period of time as reasonably required by an emergency or otherwise set forth in this Lease), or if such default is of a nature to require more than sixty (60) days for remedy and continues beyond the time reasonably necessary to cure (and Landlord has not undertaken procedures to cure the default within such sixty (60) day period and has not diligently pursued such efforts to a complete cure), Tenant may, at its option upon written notice and written approval from Landlord, incur any expense necessary to perform the obligation of Landlord specified in such notice to Landlord and Landlord shall reimburse Tenant for such expenses on demand. The rights and remedies of Tenant under this Lease shall be cumulative, and the exercise of any of them shall not be exclusive of any other right or remedy provided by this Lease, and the waiver by Tenant of any breach of any covenant of this Lease shall be limited to the particular instance and shall not operate or be deemed to waive any future breach of the same or any other covenant on the same or any other occasion, nor operate as a waiver of any of Tenant ' s rights under this Lease by such remedies as may be appropriate.
- B. Tenant Default. If default shall be made in the payment of any sum to be paid by Tenant under this Lease Agreement, and such default shall continue five (5) days after written notice from Landlord to Tenant of such default, or default shall be made in the performance of any of the other covenants or conditions which Tenant is required to observe and to perform, and such default shall continue for thirty (30) days after written notice from Landlord to Tenant of such default, or if such default is of a nature to require more than thirty (30) days for remedy and



continues beyond the time reasonably necessary to cure (and Tenant has not undertaken procedures to cure the default within such thirty (30) day period and has not diligently pursued such efforts to a complete cure), or if the interest of Tenant under this Lease Agreement shall be levied on under execution or other legal process, or if any petition shall be filed by or against Tenant to declare Tenant as bankrupt or to delay, reduce or modify Tenant's debts or obligations, or if any petition shall be filed or other action taken to reorganize or modify Tenant's capital structure if Tenant be a corporation or other entity, or if Tenant be declared insolvent according to law, or if any assignment of Tenant's property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Tenant or its property, then Landlord may treat the occurrence of any one or more of the foregoing events as a breach of this Lease Agreement (provided that no such levy, execution, legal process or petition filed against Tenant shall constitute a breach of this Lease Agreement if Tenant shall vigorously contest the same by appropriate proceedings and shall remove or vacate the same within sixty (60) days from the date of its creation, service or filing), and thereupon, at Landlord's option, Landlord may have any one or more of the following described remedies in addition to any other rights and remedies provided at law or in equity:

- a. Landlord may immediately terminate this Lease Agreement and forthwith repossess the Leased Premises and remove all persons or property there from using appropriate legal process, and be entitled to recover forthwith as damages a sum of money equal to the total of (A) the cost of recovering the Leased Premises including reasonable attorney fees, (B) the unpaid rent owed at the time of termination, plus interest thereon from due date at the lesser of (1) the maximum rate permitted by applicable law or (2) 10%, (C) the balance of the rent for the remainder of the term less the rent the Landlord can reasonably expect to recover by rental of the Leased Premises for said period reduced to present value at a rate of 10%, and (D) any other sum of money and damages owed by Tenant to Landlord; or
- b. Landlord may terminate Tenant's right of possession (but not the Lease Agreement) and may repossess the Leased Premises using appropriate legal process and without terminating this Lease Agreement, in which event Landlord may, but shall be under no obligation to do so, relet the same for the account of Tenant for such rent and upon such terms as shall be satisfactory to Landlord. For the purpose of such reletting Landlord is authorized to decorate or to make any reasonable repairs, changes, alterations, or addition in or to the Leased Premises that may be reasonably necessary for purposes of reletting; and (A) if Landlord shall fail or refuse to relet the Leased Premises, or (B) if the same are relet and a sufficient sum shall not be realized from such reletting after paying the unpaid Gross Rental due hereunder earned but unpaid at the time of reletting plus interest thereon at the lesser of (1) the maximum rate permitted by applicable law and (2) 10%, plus the cost of recovering possession including reasonable attorney fees, and all of the costs and expenses of such decorations, repairs, changes, alterations, and additions and the expense of such reletting and of the collection provided for in this Lease Agreement to be paid; then Tenant shall pay to Landlord as damages a sum equal to the amount of the rental reserved in this Lease Agreement for such period or periods, or if the Leased Premises have been relet, Tenant shall satisfy and pay any such deficiency upon demand therefor from time to time and Tenant agrees that Landlord may file suit to recover any sums failing due under the terms of this Article 17, paragraph (b)(2) from time to time on one or more occasions without Landlord being obligated to wait until expiration of the term of this Lease Agreement. Such reletting shall not be construed as an election on the part of Landlord to terminate this Lease Agreement unless a written notice of such intention is given to Tenant by Landlord. Notwithstanding any such reletting without termination, Landlord may at any time thereafter elect to terminate this Lease Agreement for such previous breach.

**ARTICLE 18. Holding Over.**

Should Tenant, without Landlord's written consent, continue to occupy the Leased Premises after termination of its right to occupy the Leased Premises by lapse of time or otherwise, the monthly rent in such month-to-month tenancy shall be two hundred percent (200%) times the amount of the monthly rent payable during the preceding year of the Lease; except if both parties are actively negotiating a good faith agreement and tenant agrees to pay the same rent as the previous month, then tenant will have sixty (60) days after the end of the lease to enter into a lease extension.

ARTICLE 19. Assignment/Attornment and Novation.

- A. Landlord shall have the right to transfer and assign, in whole or in part, all of its rights and obligations hereunder in the Leased Premises and the property referred to herein upon the condition that in such event this Lease shall remain in full force and effect, subject to the performance by Tenant of all of the terms, covenants, and conditions on its part to be performed, and upon the further condition that such assignee or transferee, agrees to be bound to perform all the terms, covenants, and conditions pursuant to this Lease. Upon any such assignment, or transfer, or if the Leased Premises comes into custody or possession of a mortgagee or any other party whether because of mortgage foreclosure, or otherwise, subject to the rights of Tenant under this Lease, Tenant shall attorn to such assignee or other party and recognize such party as Landlord hereunder. Tenant shall execute, on demand, any reasonable attornment agreement required by any such party to be executed, containing such provisions and such other provisions as such party may require to the extent the same are consistent with this Lease. If Landlord, or any subsequent owner, assigns the Lease or sells the Leased Premises, its liability for the performance of its agreements in this Lease (excepting indemnifications obligations that survive the termination of this Lease) will end on the date of the sale of the Premises, and Tenant will look solely to the assignees or purchaser for the performance of those agreements. For the purposes of this Section, any holder of a mortgage or deed of trust that affects the Leased Premises at any time, and any landlord in any lease to which this Lease is subordinate at any time, will be a subsequent owner of the Leased Premises when it succeeds the interest of the Landlord or any subsequent owner of the Leased Premises. Notwithstanding the foregoing, if Landlord sells or transfers the property to a person or entity that is not exempt from the payment of real property taxes, and as a result the Property becomes subject to real property taxes, Tenant shall not be responsible for the payment of any portion of such real property taxes payable by such new owner.
- B. Without the prior written consent of Landlord, which consent shall not unreasonably be withheld or delayed, Tenant shall not have the right to transfer, assign sublet or mortgage its leasehold interest, in whole or in part, its rights and obligations in the Leased Premises and the property referred to herein. If Landlord does consent in writing to such a transfer, assignment or sublease, it shall be on the condition that this Lease shall remain in full force and effect, subject to the performance of all terms, covenants and conditions and upon further condition that such assignee or transferee agrees to be bound to perform all the terms, covenants and conditions pursuant to this lease. The use limitations set forth in Article 2 of this lease shall apply to any assignee subtenant or transferee as well as to Tenant. Any subletting or assignment with the consent of Landlord shall not release Tenant of Tenant's obligation to pay the rent and perform all other obligations to be performed by Tenant hereunder for the term of this Lease, including those under Article 30 hereof. The acceptance of rent by Landlord from any other person shall not be deemed to be a waiver of Landlord of any provision hereof or any right hereunder.

ARTICLE 20. Environmental Covenants.

- A. Except as provided below, Tenant shall not store or use on the Leased Premises any toxic or Hazardous Substance including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls and any hazardous substance as defined in the Comprehensive and Environmental Resource Compensation and Liability Act of 1



980 ("CERCLA"), 42 U.S.C. §9601-9657, as amended. Tenant shall not conduct any activity which would cause the Leased Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of or otherwise bring the Leased Premises within the ambit of the Resource Conservation Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et. seq., as amended, or a similar state law or local ordinance or any other environmental law. Tenant shall not discharge into the air or into any water source or system any emissions which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 et. seq., or the Clean Air Act, 42 U.S.C. §7401 et. seq. or any similar state law or local ordinance or any other environmental law.

- B. Tenant represents and warrants that any use or storage of hazardous waste or substances at the Leased Premises will be in full compliance with applicable law, and any disposal of such waste or of pollutants or contaminants shall be in full compliance with applicable law and at Tenant's expense.
- C. Tenant agrees to indemnify, defend (with counsel reasonably acceptable to Landlord and at Tenant's sole cost), and hold Landlord and Landlord's affiliates, directors, officers, employees, and agents, and any assignees or successors to Landlord's interest in the Leased Premises, their directors, officers, employees, and agents, free and harmless from and against the cost of any required repair, cleanup, or detoxification and any closure or other required plans to the full extent that such action is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of hazardous materials by Tenant, its agents, or contractors and against all losses, liabilities, obligations, penalties, claims, litigation, demands, defenses, costs, judgments, suits, proceedings, damages (including consequential damages), disbursements, or expenses of any kind (including attorneys' and experts' fees and expenses and fees and expenses incurred in investigating, defending, or prosecuting any litigation, claim, or proceeding) that may at any time be imposed upon, incurred by, or asserted or awarded against Landlord or any of them in connection with or arising from or out of:
 - a. any Hazardous Substance on, in, under, or affecting all or any portion of the Leased Premises that was used, generated, stored, released, or disposed on, under or in the Leased Premises by Tenant or Tenant's employees, agents, contractors, directors, officers, students, guests, contractors or invitees (each a "Tenant Party" and collectively, "Tenant's Parties");
 - b. any misrepresentation by Tenant, or breach by Tenant or any Tenant Party of any warranty, covenant, or agreement contained or referred to in this Article 20;
 - c. any violation or claim of violation by Tenant or any Tenant Party of any Environmental Law; or
 - d. the imposition of any lien for the recovery of any costs for environmental cleanup or other response costs relating to the release or threatened release of Hazardous Substance by Tenant or any Tenant Party.

This indemnification is the obligation of Tenant and will survive termination of this Lease. Except as provided herein, Tenant, its successors, and assigns waive, release, and agree not to make any claim or bring any cost recovery action against Landlord under CERCLA, as that term is defined in subparagraph (c), or any state equivalent or any similar law now existing or enacted after this date.

- D. Landlord shall not be obligated to indemnify Tenant for claims resulting from Tenant's use or occupancy of the Leased Premises or activity of any third party allowed upon the Leased Premises by Tenant, or from claims resulting from off-site contamination migrating onto or underneath the Leased Premises.



- E. Tenant may use and store items and materials that contain or constitute Hazardous Substances that are customarily used by and necessary for Tenant's curriculum purposes as a 9-12 educator or such items are cleaning and office supplies used in the ordinary course of Tenant's business. Tenant warrants and guarantees that use of such Hazardous Substances will be used, stored and disposed of in full compliance with applicable laws at Tenant expense and subject to the precautions used by other educators including increasing insurance coverage, safety training, and notification to Landlord.

ARTICLE 21. Corporate Authority.

The person executing this Lease on behalf of Tenant does hereby covenant and warrant that Tenant is a duly authorized and existing corporation and is qualified to do business in the State of Minnesota and that the corporation has full right and authority to enter into this Lease and that each and every person signing on behalf of the corporation is authorized to do so.

The person executing this Lease on behalf of Landlord does hereby covenant and warrant that Landlord is a duly authorized and existing corporation and is qualified to do business in the State of Minnesota and that the corporation has full right and authority to enter into this Lease and that each and every person signing on behalf of the corporation is authorized to do so.

ARTICLE 22. Notice.

All notices or requests under this Lease shall be in writing and given by certified mail. Notice to Landlord shall be addressed to the person and to the address at which rent has last been paid. Notice to Tenant shall be addressed to the address of the Leased Premises or to any subsequent address, which Tenant may designate to Landlord from time to time in writing. Properly addressed notices or letters sent by certified mail shall be deemed given and served when they have been deposited with the US Postal Service or any common carrier services or other reasonable entity that provides a signed receipt of delivery.

ARTICLE 23. Waiver.

No waiver of a breach of any covenants in this Lease shall be construed to be a waiver of any succeeding breach of such covenant.

ARTICLE 24. Amendment Or Modifications.

No modification, release, discharge, amendment or waiver of any provisions hereof shall be of any force, effect or value, unless in writing signed by the Landlord, Tenant and Lender or their duly authorized agents or attorneys.

ARTICLE 25. Complete Agreement.

There are no oral agreements between Landlord and Tenant affecting this Lease, and this Lease supersedes and cancels any and all previous negotiations, agreements and understandings between Landlord and Tenant with respect to the subject matter of this Lease or the Leased Premises, other than any Joint Use Agreement entered into as provided in Article 9.

ARTICLE 26. Force Majeure.

In the event that the Landlord or Tenant shall be delayed, hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, restrictive government laws or regulations, riots, insurrections; the action, failure to act, or default of the other party; war or other reason beyond their control, then performance of such act shall be excused for the period of the delay, and the period for performance of any such act shall be extended for a period equivalent to the period of such delay. This paragraph shall not apply to the non-payment of rent unless such non-payment is caused by the act, failure to act, or default of Landlord.

**ARTICLE 27. Miscellaneous.**

- A. The specific remedies to which Landlord or Tenant may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means in regard to which they may be lawfully entitled in case of any breach or threatened breach by any of them of any provisions of this Lease Agreement.
- B. Except as otherwise provided herein, the covenants and agreements herein contained shall bind and inure to the benefit of Landlord, its successors and assigns, and Tenant and its successors and assigns.
- C. Each covenant, agreement or stipulation by a party hereto shall be performed at such party's own cost and expense, and without cost or expense to the other party.
- D. If any term or provision of this Lease Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term or provision of this Lease shall be valid and enforced to the fullest extent permitted by law.
- E. The heading or captions of Article or paragraphs in this Lease Agreement are for convenience and reference only and in no way define, limit or describe the scope or intent of this Lease Agreement or the provisions of such Article or paragraph.
- F. Interpretation of this Agreement shall be governed by the laws of the State of Minnesota. Tenant acknowledges that it has read and reviewed the Lease and that it has had an opportunity to confer with counsel in negotiation of this Lease. Accordingly, this Lease will be construed neither for nor against Landlord or Tenant but will be given a fair and reasonable interpretation in accordance with the meaning of its terms and intent of the parties.
- G. This Agreement may be executed in any number of original counterparts, all of which evidence only one agreement, binding on all parties, even though all parties are not signatory to the same counterpart. Facsimile signatures transmitted via the internet or facsimile may be used in place of original signatures for this Agreement and related documents.

ARTICLE 28. Intentionally Omitted**ARTICLE 29. Security and Deposit.**

None

Signatures to Lease Agreement

IN WITNESS WHEREOF, the parties hereto have caused the execution of this Lease Agreement, to be effective the date set forth above.

Hope Presbyterian Church of Richfield	Richfield Public Schools
Landlord	Tenant
By:	By:
Name: Keith Koenig	Name: Steven Unowsky



Title: Director of Facilities & Administration	Title: Superintendent
------------------------------------------------	-----------------------

EXHIBIT A**LEASED PREMISES**

Per attached site plan



EXHIBIT B

BUILDING RULES AND REGULATIONS

1. Tenant shall have the right to post any signs, lettering, pictures, banners or advertisement in any part of the Leased Premises as far as Tenant sees fit, provided that no signs, lettering, pictures, banners or advertisement shall be installed or placed on the exterior windows of classrooms and facing towards the outside of the Building. Tenant shall have rights to a marker sign external to the building to identify the property as well as directional signage as appropriate, including on windows and/or doors in entrance areas to the Building and Leased Premises.
2. The sidewalks, entries, passages, corridors and stairways shall not be obstructed by Tenant, its employees or agents, or used by them for purposes other than access to and from the Leased Premises.
3. Tenant shall not waste electricity, water or heat furnished by Landlord and shall cooperate fully with the Landlord to ensure the most effective operation of the Building and Leased Premises heating system.
4. Tenant assumes full responsibility for protecting its space from theft, robbery and pilferage, which includes keeping access doors to the Lease Premises locked and other means of entry to the Leased Premises closes and secure after Regular School Hours.
5. All freight, furniture, equipment, safes or other heavy, bulky articles shall be carried up or into the Leased Premises only in such a manner as shall be prescribed by the Landlord and the Landlord shall, in all cases, have the right to specify the proper weight and position of any safe or other heavy article.
6. No additional locks shall be placed upon any doors without the written consent of the Landlord. All keys to the Leased Premises shall be furnished by the Landlord in a reasonable number commensurate with the square footage leased. Upon termination of this Lease, all keys shall be surrendered and the Tenant shall then give the Landlord, or its agents, explanation of the combination of all locks upon the doors or vaults.
7. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed and any damage resulting to them from misuse, or the defacing or injury of any part of the Building, shall be borne by the party responsible for such damage.
8. Tenant shall not sell, use or permit to be used in any part of the Building any intoxicating drug or hallucinogenic substance. In addition, Tenant shall not sell, use, or permit to be used in any part of the Building any alcoholic beverages.



9. Tenant shall observe all signs regarding fire lanes, and no parking areas. All vehicles shall be parked at the sole risk of the owner, and the Landlord assumes no responsibility for any damages to or loss of vehicles. No vehicles shall be parked overnight without advance permission from Landlord.
10. Tenant shall ensure the use of the Premises by Tenant or its students, guests, licensees, or invitees is consistent with the educational mission of Tenant.
11. Wherever in these Building Rules and Regulations the word "Tenant" occurs, it is understood and agreed it shall mean Tenant, Tenant's associates, employees, agents, students, invitees and visitors.
12. Landlord shall have the right to enter upon the Leased Premises at all reasonable times for purposes of inspection or repair and for other purposes upon advance notice from Landlord.
13. To the extent these rules are in conflict with the terms of the Lease or the Joint Use Agreement, the terms of the Lease or Joint Use Agreement shall rule and govern.
14. Tenant shall observe faithfully and comply strictly with the foregoing rules and regulations and such other further appropriate rules and regulations as Landlord may from time to time adopt. Reasonable notice of any additional or modification to existing rules and regulations shall be given to Tenant in such manners as Landlord may reasonably elect.



EXHIBIT C

INTENTIONALLY OMITTED



EXHIBIT D

LANDLORD'S PERSONAL PROPERTY USED BY TENANT

None.

**EXHIBIT E****JOINT USE AGREEMENT**

WHEREAS, Hope Presbyterian Church of Richfield, a Minnesota nonprofit corporation (the "Landlord") as Landlord and RICHFIELD PUBLIC SCHOOLS (the "Tenant") as Tenant entered into a Lease, dated the 16th day of July, 2019 (the "Lease") for a portion of the school building located at 7132 Portland Avenue S. Richfield, Minnesota (the "Leased Premises").

WHEREAS, the Lease provides for the joint use of portions of the Leased Premises by Landlord and Tenant, and Article 9 of the Lease requires Landlord and Tenant to enter into this Joint Use Agreement governing such joint use.

WHEREAS, The Leased Premises includes office and classroom space located in an educational structure (the "School").

WHEREAS, Landlord currently uses portions of the School for activities related to Landlord's religious mission, including conducting Sunday School and other religious education classes in classrooms of the School and conducting funeral repasts, youth group activities, choir rehearsal and other activities.

WHEREAS, Landlord and Tenant have agreed to enter into this Agreement to govern the terms and conditions of Landlord's reserved use of the School and the parking lot on the property.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual interests of Landlord and Tenant, the performance obligations of Landlord and Tenant under the Lease, and other good and valuable consideration, receipt and adequacy of which is hereby acknowledged, it is agreed:

1) JOINT USE OF CLASSROOMS

Tenant hereby grants to Landlord the right to use spaces within the Leased Premises, as designated by Tenant and agreed by the parties, (the "Shared School Space"), subject to the following:

- A. Landlord has the right to use the Tenant's Leased Premises Shared School Space of the school building at such times as agreed by and between the parties pursuant to this Joint Use Agreement for no cost to the Landlord. Similarly, Tenant shall have occasional use of the Shared School Space after Regular School Hours for school-related functions and uses at such times as agreed by and between the parties pursuant to this Joint Use Agreement for no additional cost to the Tenant.
- B. Landlord shall not disturb, damage, remove or use any equipment, supplies, educational materials, or other personal property left in the Shared School Space, nor shall Landlord permit or suffer its pastors, teachers, officers, employees, congregants, students, guest or invitee ("Landlord Parties") to do so. Promptly upon completion of its usage each week, Landlord shall restore each classroom to its condition immediately prior to the commencement of Landlord's use for that day. If Landlord fails to do so, Tenant will be entitled to reimbursement from Landlord for time spent by Tenant staff restoring classrooms and common areas to their original condition as well as the cost of repairing or replacing any lost or damaged equipment, materials or supplies, which reimbursement will be due and owing within thirty (30) days of invoice.
- C. Other than during the School Shared Use Period and otherwise strictly in accordance with this Agreement, Landlord shall take all reasonable steps to ensure that no Landlord Parties enter the School portion of the Leased Premises.



- D. Upon reasonable (not less than forty-eight (48) hours) advance written request by Landlord, Tenant will reasonably endeavor to accommodate Landlord's occasional use, for church functions, of portions of the School during periods other than regular school hours, and subject to all other terms and conditions of this Exhibit D.

2) JOINT USE OF GYM

On or before the effective date of the Lease, the Landlord and Tenant agree to set up a mutually agreeable Master Calendar for the Lease Term to schedule the use by Landlord and Tenant of the Gym and related areas (collectively, the "Common Areas") during Regular School Hours and also schedule Tenant's use of such Common Areas outside of Regular School Hours.

3) GENERAL GUIDELINES

- A. A Master Calendar of all events, either scheduled or in the process of being scheduled, will be maintained by a designated representative of the Tenant and a designated representative of the Landlord.
- B. The designated representatives shall be responsible to create the annual Master Calendar and to keep the written Master Calendar updated.
- C. The Master Calendar set forth in this Agreement and as agreed to in future years, shall govern the joint use of the Common Areas. Any additional proposed events of the Landlord or Tenant not originally scheduled on the Master Calendar shall be added to the schedule after consultation with the other party, provided such use is in conformity with this Joint Use Agreement and the Lease.

Both parties agree to use reasonable diligence to accommodate such additional Landlord events.

- D. To the extent possible, events to be added to the Master Calendar will require 48 hours notice.

4) JOINT USE OF PARKING AREAS

Use of the parking areas will be shared as follows: As noted in the Lease, Tenant shall have priority to use all parking areas indicated in Exhibit F below during Regular School Hours.

If Landlord gives 48 hours notice as set forth herein, Tenant will exercise commercially reasonable good faith efforts to ensure that no vehicles owned by Tenant's teachers, staff, volunteers, or families will be parked in any parking spaces, except for forty (40) designated parking spaces.

Landlord shall have priority use of the parking areas at all times other than Regular School Hours.

5) GENERAL JOINT USE PROVISIONS

At least once monthly, the designated representatives of the Landlord and Tenant shall meet to review and update the Master Calendar and other joint use issues, assess its utility, identify challenges and propose solutions, and discuss the use of the School, in order to assure harmonious joint usage of the Leased Premises.

MASTER CALENDAR

Hope Church-- IDENTIFIED USES FOR THE LEASE TERM:

Item	Location	Event	Times & Dates
1	Courtyard Room	Various uses	Saturdays 9:00 am to 2:00 pm Sundays 8:00 am to 12:00 pm Tuesdays 6:00 pm to 9:00 pm



			Wednesdays 6:00 pm to 9:00 pm
--	--	--	-------------------------------

Other additional uses from time to time scheduled according to the terms of this Joint Use Agreement.

TENANT – IDENTIFIED USES FOR THE LEASE TERM:

Item	Location	Event	Times & Dates
1	Gym	Recess & physical education	Weekdays 12:30 pm to 3:00 pm

Other additional uses from time to time scheduled according to the terms of this Joint Use Agreement.

Signatures to Joint Use Agreement

In Testimony whereof, the parties have entered into, are bound by and have executed this Joint Use Agreement on the 16th day of July, 2019.

Hope Presbyterian Church of Richfield	Richfield Public Schools
Landlord	Tenant
By:	By:
Name: Keith Koenig	Name: Steven Unowsky
Title: Director of Facilities & Administration	Title: Superintendent

EXHIBIT F
PARKING

Per attached site plan

Agenda Item IV.C.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 1, 2022

Subject: PERSONNEL ITEMS
(Recommended by Superintendent)

That the Board of Education approve the following personnel items:

Certified Full Time Position for Employment – 1st Year Probation

Katherine Foy – Elementary Teacher – Sheridan Hills Elementary
Effective Date: 8/23/2022

Sarah Coleman – Early Childhood Special Ed – Central
Effective Date: 8/23/2022

Ethan Luce – Math Teacher – Richfield Middle School
Effective Date: 8/23/2022

Certified Full Time Position for Employment – 3rd Year Probation

Andrew Englesmith – Reading Teacher – Richfield Middle School
Effective: 8/23/2022

Timothy Webendorfer – Spanish Teacher – Richfield High School
Effective 8/23/2022

Chelsey Payne – Elementary Teacher – Richfield Dual Language School
Effective: 8/23/2022

Certified Part Time Position for Employment – TIER 2

Andre Borka – English Teacher – Richfield High School
Effective Date: 8/23/2022

Certified Full Time Position for Employment – TIER 1

Kelsey Waters – ELA Teacher – Richfield Middle School
Effective: 8/23/2022

Certified Full Time Resignation

Juan Reyes – ESL Teacher – Centennial Elementary
Effective Date: 7/6/2022

Years of Service: 2 Years

Amber Lewis – Social Studies Teacher – Richfield Middle School
Effective Date: 7/15/2022

Years of Service: 4 Years

Emily Norwick – Early Childhood Spec Ed – Central Education Center

Effective: 7/21/2022
Years of Service: 5 Years

Classified Part Time position for employment – Paraprofessionals

Noah Hillman – Managerial Paraprofessional – Richfield High School

Effective Date: 9/5/2022

FTE .9375

Linda Hayes – Special Education Para – Richfield High School

Effective: 9/5/2022

FTE.8125

Classified Full Time position for employment – Outreach Worker

Massiel Gonzalez – Outreach Worker – Richfield High School

Effective 9/5/2022

FTE 1.0

Classified Full Time position for employment – Student Engagement Specialist

Kalu Abosi – Student Engagement Specialist – Richfield High School

Effective 9/5/2022

FTE .9375

Classified Full Time position Facilities – Unpaid LOA

Rishedeo Manikaran – Building Cleaner – RDLS Elementary

Effective 7/14/2022 – 7/28/2022

NEW BUSINESS – FOR REVIEW

Agenda Item V.A.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 1, 2022

Subject: Disposition of Obsolete Equipment and Material

(Recommended by the superintendent)

A first read of Policy 805: Disposition of Obsolete Equipment and Material.

Attachments:

Policy 805: Disposition of Obsolete Equipment and Material

MSBA Model Policy 802: Disposition of Obsolete Equipment and Material

RICHFIELD PUBLIC SCHOOLS

DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

A. "Contract" means an agreement entered into by the school district for the sale of supplies, materials, or equipment.

B. "Official newspaper" is a regular issue of a qualified legal newspaper.

IV. MANNER OF DISPOSITION

A. Authorization

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

B. Contracts Over \$100,000

1. If the value of the equipment or materials is estimated to exceed \$100,000, sealed bids shall be solicited by two weeks' published notice in the official newspaper. This notice shall state the time and place of receiving bids and contain a brief description of the subject matter. Additional publication in the official newspaper or elsewhere may be made as the school board shall deem necessary.

2. The sale shall be awarded to the highest responsible bidder, be duly executed in writing, and be otherwise conditioned as required by law.

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

C. Contracts From \$25,000 to \$100,000

If the amount of the sale is estimated to exceed \$25,000 but not to exceed \$100,000, the contract may be made either upon sealed bids in the manner directed above or by direct negotiation, by obtaining two or more quotations for the purchase or sale when

possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding notice. All quotations obtained shall be kept on file for a period of at least one year after receipt.

D. Contracts \$25,000 or Less

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

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

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

F. Notice of Quotation

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

G. Sales to Employees

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

H. Exceptions for Surplus School Computers

1 A school district may bypass the requirements for competitive
2 bidding and is not subject to any other laws relating to school
3 district contracts if it is disposing of surplus school computer and
4 related equipment by conveying the property and title to:

- 5
- 6 1. another school district;
- 7
- 8 2. the state department of corrections;
- 9
- 10 3. the board of trustees of Minnesota State Colleges and
11 Universities; or
- 12
- 13 4. the family of a student residing in the district whose total
14 family income meets the federal definition of poverty.
- 15
- 16

17 **Legal References:** Minn. Stat. § 13.591 (Business Data)
18 Minn. Stat. § 15.054 (Public Employees Not to Purchase
19 Merchandise From Governmental Agencies; Exceptions;
20 Penalty)
21 Minn. Stat. § 123B.29 (Sale of School Building at Auction)
22 Minn. Stat. § 123B.52 (Contracts)
23 Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
24 Minn. Stat. § 645.11 (Published Notice)
25

26 **Cross References:** MSBA Service Manual, Chapter 13, School Law Bulletin "F"
27 (School District Contract and Bidding Procedures)
28
29
30

31 ~~ADOPTED~~ RATIFIED BY THE BOARD OF EDUCATION: May 16, 2016

Adopted: _____

MSBA/MASA Model Policy 802

Orig. 1995

Revised: _____

Rev. 2019

802 DISPOSITION OF OBSOLETE EQUIPMENT AND MATERIAL

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

I. PURPOSE

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

II. GENERAL STATEMENT OF POLICY

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

III. DEFINITIONS

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

IV. MANNER OF DISPOSITION

A. Authorization

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

B. Contracts Over \$175,000

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

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

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

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

D. Contracts \$25,000 or Less

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

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

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

F. Notice of Quotation

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

G. Sales to Employees

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

H. Exceptions for Surplus School Computers

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

- Legal References:*** Minn. Stat. § 13.591 (Business Data)
Minn. Stat. § 15.054 (Public Employees Not to Purchase Merchandise from Governmental Agencies; Exceptions; Penalty)
Minn. Stat. § 123B.29 (Sale of School Building at Auction)
Minn. Stat. § 123B.52 (Contracts)
Minn. Stat. § 471.345 (Uniform Municipal Contracting Law)
Minn. Stat. § 645.11 (Published Notice)
- Cross References:*** MSBA Service Manual, Chapter 13, School Law Bulletin "F" (School District Contract and Bidding Procedures)

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 1, 2022

**Subject: Resolution supporting a cooperative sponsorship agreement with
Bloomington Kennedy and Bloomington Jefferson**

(Recommended by the Superintendent)

That the Board ratify this application for cooperative sponsorship for the 2022-2023 school year to support a cooperative sponsorship with Bloomington Kennedy and Bloomington Jefferson for girls hockey programs.

Background Information

Richfield High School with Bloomington Kennedy and Bloomington Jefferson would like to form a cooperatively sponsored team in Girls Hockey starting in the 2022-23 school year. Richfield already partners with Bloomington youth hockey and this is a natural extension of that partnership. Maintaining partnership with our current cooperative would require the team to compete at a higher level in the coming years. We have collaboratively decided to transition our partnership to Bloomington Kennedy and Bloomington Jefferson.

Application for Cooperative Sponsorship

Deadline: Not later than 30 days prior to the first day of practice for that sport season.
PLEASE SEE BYLAW 403.2 (A-C) and 403.4 (A-D) (amended May 15, 2017) FOR INFORMATION REGARDING REQUIRED DOCUMENTATION
AND APPLICATION PROCEDURE

The governing boards of each participating school must jointly make application for cooperative sponsorship.

On behalf of the following schools, we hereby apply for cooperative sponsorship of Girls Hockey
beginning with the 20 22 - 20 23 school year. (activity) (boys' or girls') (Adapted-CI or PI)

List **ALL** schools included in the cooperative sponsorship. *Attach another form if necessary.*

	School	Enrollment (9-12)*	City	Administrative Region**	Competitive Section**
High School #1:	BI Jefferson	1548	Bloomington	3 AA	@ 2 AA
High School #2:	BI Kennedy	1252	Bloomington	3 AA	2 AA
High School #3:	Richfield	891	Richfield	3 AA	2 AA
High School #4:					

*Enrollment reported to the State of Minnesota on October 1 of the previous school year.

**Current (Number and Class)

1. Do any of the above schools belong to a conference in this activity?

☒ **Yes** This application must include a review and comments from the conference(s) of which the schools are members.
☐ **No**

2. Do any of the above schools currently have a cooperative agreement in this activity?

☒ **Yes** An application for dissolution must be submitted for the existing agreement.
☐ **No**

3. Describe the conditions which have prompted your request to co-sponsor this activity. (See model resolution at [www.mshsl.org/About MSHSL/Membership Information: A History & Model Resolution for School Boards](http://www.mshsl.org/About_MSHSL/Membership_Information:_A_History_&_Model_Resolution_for_School_Boards))

Richfield is part of Bloomington Youth Hockey & want to be part of it

4. List the number of students, by grade level, who participated in this activity during the previous year. *If the school did not sponsor the program last year, indicate the number of students expected to participate in this cooperatively-sponsored activity this year if approved.*

	7th	8th	9th	10th	11th	12th
High School #1	0	0	2	2	11	18
High School #2	2	0	0	0	3	3
High School #3	0	0	0	0	0	0
High School #4						

5. Team Identification: (Indicate how cooped schools should be identified in tournament programs):

BI Jefferson

6. Team Colors: Columbian Blue & Silver

Team Mascot: Jaguars

7. Host School (school that will receive revenue share check): BI Jefferson

Board of Education (or designee)

School

Date

Signed _____

Jefferson

Signed _____

Kennedy

Signed _____

Richfield

Signed _____

Official Action of the MSHSL Board of Directors

☐ Approved

☐ Not Approved

Signature: _____

Date: _____

MSHSL Executive Director

NEW BUSINESS - FOR ACTION

Agenda Item V.C.

Board of Education
Independent School District 280
Richfield, Minnesota

Regular Meeting, August 1, 2022

Subject: Donations

(Recommended by the superintendent)

That the board of education accept the following donations with gratitude.

Richfield Public Schools received a donation of \$400.00 from Mark McGree, \$100.00 of which was allocated to the Richfield High School Band program at his request.