

# 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, December 2, 2019**  
**7:00 pm School Board Meeting**  
**District Board Room**

- I. CALL TO ORDER
- II. REVIEW AND APPROVAL OF THE AGENDA
- III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS
  - A. Superintendent Update
    - 1. Truth-in-Taxation
    - 2. Strategic Plan 2020-2025
    - 3. Vision Card B
- IV. CONSENT AGENDA
  - A. Routine Matters
    - 1. Minutes of the regular meeting held November 18, 2019
    - 2. General Disbursements as of November 26, 2019 for \$4,918,489.75.
  - B. Personnel Items
- V. OLD BUSINESS
  - A. Change Order #1 – 2019 Asbestos Abatement at RSTEM
  - B. Centennial Bid Recommendation to Award
  - C. Policy 582 and 582.1 Staff Notification of Violent Behavior by Students, Guidelines and Form
  - D. Legislative Platform
- VI. NEW BUSINESS
  - A. Resolution – Designating Polling Places for 2020

- B. Teacher Master Agreement with Education Richfield
- C. Superintendent Contract
- D. Resolution - 2019 Payable 2020 Levy Certification
- E. Donations

VII. ADVANCE PLANNING

- A. Legislative Update
- B. Information and Questions from Board
- C. Future Meeting Dates

12-16-19          7:00pm          Regular Board Meeting (Public Comment)

1-6-20          7:00pm          Regular Board Meeting

- D. Suggested/Future Agenda Items

VIII. CLOSED SESSION AS ALLOWED BY MINNESOTA STATUTE 13D.05, SUBD. 2(B)

IX. REOPEN MEETING

X. ADJOURN REGULAR MEETING



# Richfield Public Schools, ISD 280

## Public Hearing for Taxes Payable in 2020

DECEMBER 2, 2019

PRESENTED BY:

CRAIG HOLJE,

CHIEF HUMAN RESOURCES &  
ADMINISTRATIVE OFFICER

# Minnesota State Law Requires:

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## A Public Meeting...

- Between November 24th & December 30th
- After 6:00 PM
- May be part of regularly scheduled meeting
- May adopt final levy at same meeting
- Must allow for public comments

## ...and Presentation of:

- Current year budget
- Prior year actual revenue & expenditures
- Proposed property tax levy including % increase
- Specific purposes & reasons taxes are being increased

# Hearing Agenda

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- Background: School Funding
- District's Budget
- District's Proposed Tax Levy for Taxes Payable in 2020
- Public Comments

# MN Legislature Must Set Funding for Minnesota Public Schools

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Minnesota Constitution ARTICLE XIII

MISCELLANEOUS SUBJECTS

Section 1

**“UNIFORM SYSTEM OF PUBLIC SCHOOLS.** The stability of a republican form of government depending mainly upon the intelligence of the people, it is the duty of the legislature to establish a general and uniform system of public schools. The *legislature shall make such provisions by taxation or otherwise* as will secure a thorough and efficient system of public schools throughout the state.”

As a result...

# Funding is Highly Regulated

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State Sets:

- Formulas which determine revenue; most revenue based on specified amounts per pupil
- Tax policy for local schools
- Maximum authorized property tax levy (districts can levy less but not more than amount authorized by state, unless approved by voters)

State also authorizes school board to submit referendums for operating and capital needs to voters for approval

# Challenge: State Set Basic General Education Formula Lags Inflation

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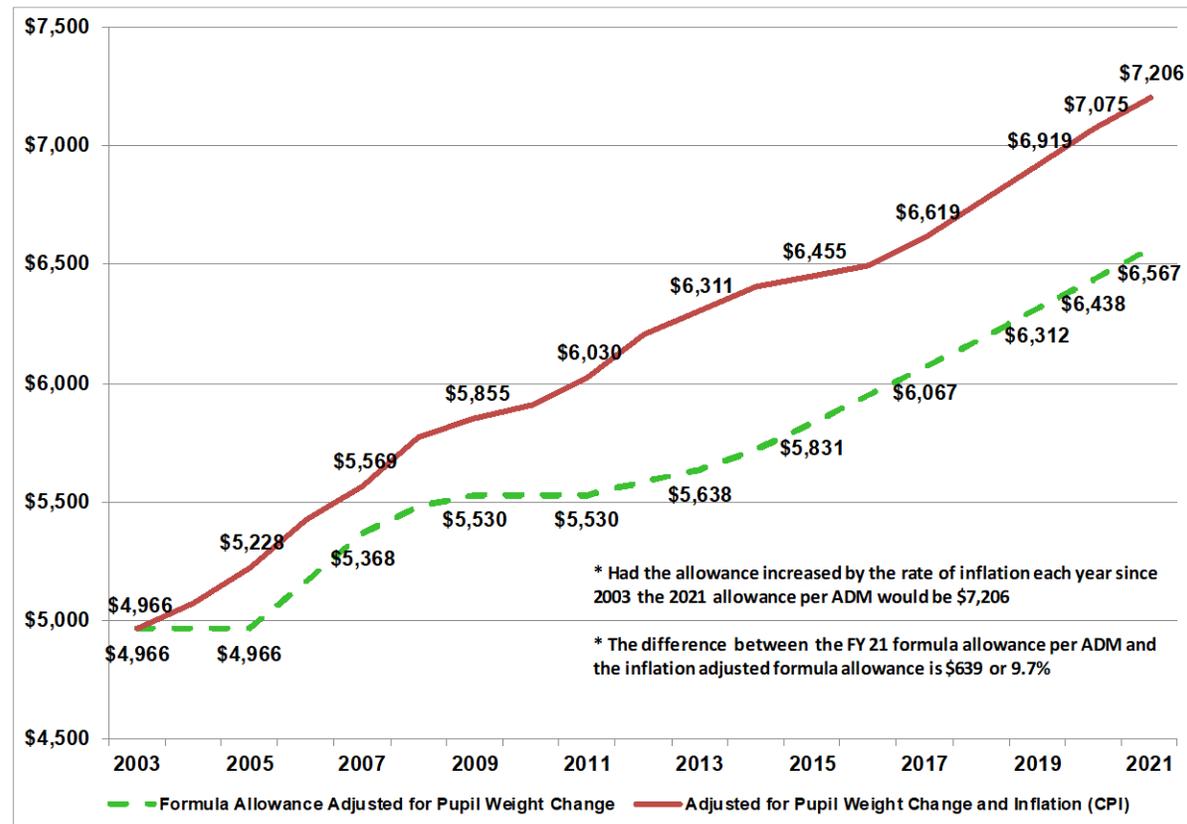
Since 2002-03, state General Education Revenue formula has not kept pace with inflation

For Fiscal Year 2019-20, Legislature approved an increase of 2% or \$126 per year, and for Fiscal Year 2020-21 an increase of 2% or \$129 was approved

Per-pupil allowance for Fiscal Year 2020-21 of \$6,567 would need to increase by another \$639 (9.7%) to have kept pace with inflation since 2002-03

# Basic General Education Formula Lags Inflation

**General Education Formula Allowance, 2003-2021**  
Adjusted for Pupil Weight Change and Inflation (CPI)



Source: MDE August 2019 Inflation Estimates



# Underfunding of Special Education

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MDE reports the FY 2018 cost of providing special education programs was underfunded by \$822 million, or an average of 40% underfunded

Translating into a statewide average funding shortfall of \$5,705 per special education student

Underfunding of special education costs requires a transfer from regular program resources to support an underfunded program mandated by state and federal law

Primary options to bridge special education funding gap are to cut regular program budgets or increase referendum revenue, most districts have done both

# Result: Growing Dependence on Referendum Revenue

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In 1992-93, 65% of districts had operating referendum revenue averaging \$332 per pupil

For 2020-21, all Minnesota districts have referendum revenue and/or local optional revenue levy authority averaging \$1,475 per pupil

- Referendum revenue including Local Optional Revenue (LOR) provides 13.2% of General Fund operating revenue
- Of this amount, \$751 is a voter approved operating referendum, and \$724 is Local Optional Revenue (LOR)

# Change in Tax Levy Does not Determine Change in Budget

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1

Tax levy is based on many state-determined formulas plus voter approved referendums

2

Some increases in tax levies are revenue neutral, offset by reductions in state aid

3

**Expenditure budget is limited** by state-set revenue formulas, voter-approved levies, and fund balance

4

An increase in school taxes does not always correlate to an equal increase in budget

# School District Levy Cycle Differs from City/County Levy Cycle

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## City/County:

- Budget Year same as calendar year
- 2020 taxes provide revenue for 2020 calendar year budget

## Schools:

- Budget year begins July 1st and coincides with school year
- 2020 taxes provide revenue for 2020-21 school fiscal year
- Budget will be adopted in June 2020

# Budget Information

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Because approval of school district budget lags certification of tax levy by six months, state requires only current year budget information and prior year actual financial results be presented at this hearing. The Fiscal 20-21 budget will be set in June 2020.

**All school district budgets are divided into separate funds, based on purposes of revenue, as required by law**

## **Our District's Funds:**

- General
- Food Service
- Community Service
- Building Construction
- Debt Service
- Trust\*
- Internal Service
- OPEB Trust
- OPEB Debt Service

*\*Annual budgets are not prepared for this fund*

**Richfield Independent School District 2889**  
**District Revenues and Expenditures**  
**Actual for FY 2019, Budget for FY 2020**

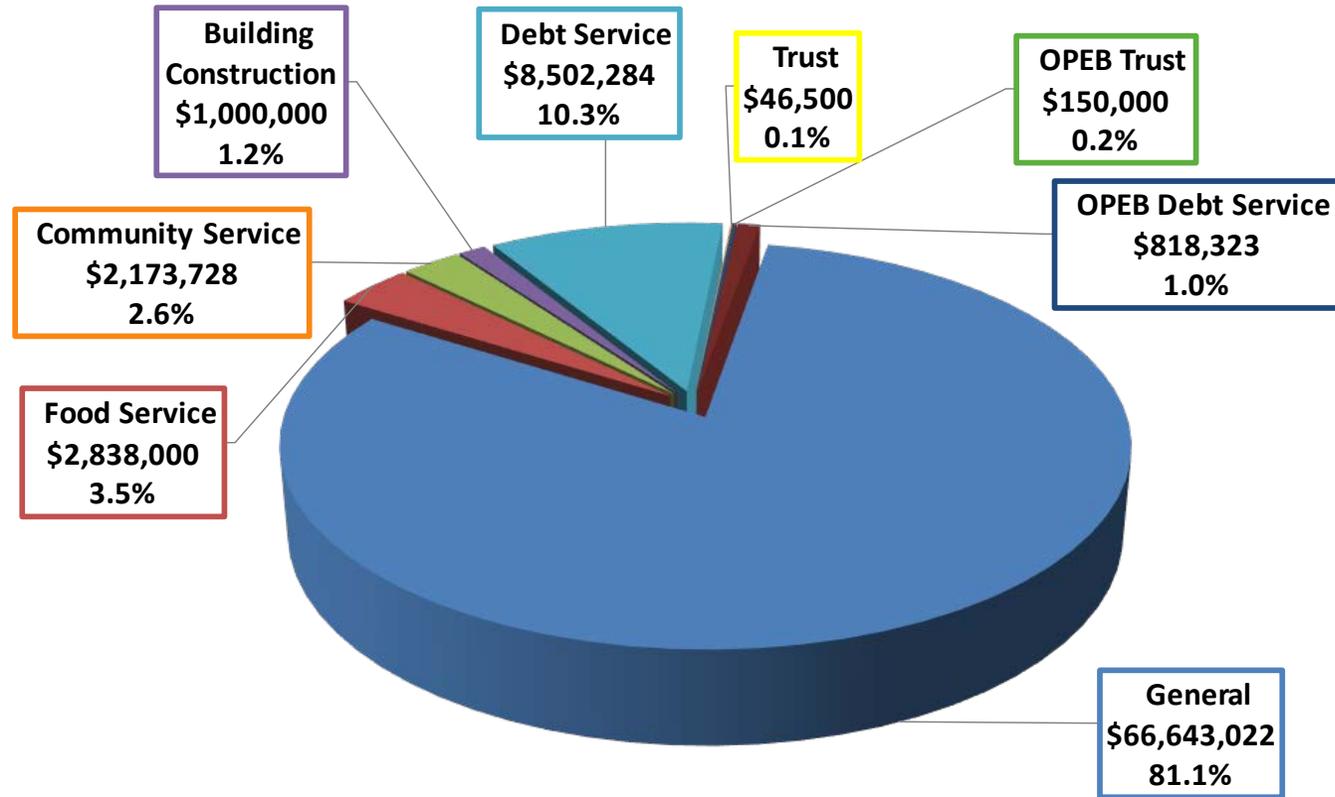
FUND	FISCAL 2019 BEGINNING FUND BALANCES	2018-19 ACTUAL REVENUES AND TRANSFERS IN	2018-19 ACTUAL EXPENDITURES & TRANSFERS OUT	JUNE 30, 2019 ACTUAL FUND BALANCES	2019-20 BUDGET REVENUES AND TRANSFERS IN	2019-20 BUDGET EXPENDITURES & TRANSFERS OUT	JUNE 30, 2020 PROJECTED FUND BALANCES
General/Restricted	\$1,617,119	\$18,426,480	\$17,341,494	\$2,702,105	\$16,109,971	\$15,889,044	\$2,923,032
General/Other	7,535,760	47,997,018	46,950,201	8,582,577	50,533,051	50,523,627	8,592,001
Food Service	431,368	2,838,335	2,736,818	532,885	2,838,000	2,592,341	778,544
Community Service	531,089	1,942,646	1,888,985	584,750	2,173,728	2,168,010	590,468
Building Construction	117,418,610	3,044,448	13,650,859	106,812,199	1,000,000	52,983,255	54,828,944
Debt Service	199,283	8,713,849	7,967,443	945,689	8,502,284	8,105,038	1,342,935
Trust	450,145	48,199	41,908	456,436	46,500	46,500	456,436
Internal Service	4,914,633			5,292,586			5,306,267
OPEB* Irrevocable Trust	9,750,831	203,285	498,893	9,455,223	150,000	735,250	8,869,973
OPEB* Debt Service	180,533	786,209	789,125	177,617	818,323	783,000	212,940
<b>Total All Funds</b>	<b>\$143,029,371</b>	<b>\$84,000,469</b>	<b>\$91,865,726</b>	<b>\$135,542,067</b>	<b>\$82,171,857</b>	<b>\$133,826,065</b>	<b>\$83,901,540</b>

\*Other Post Employment Benefits

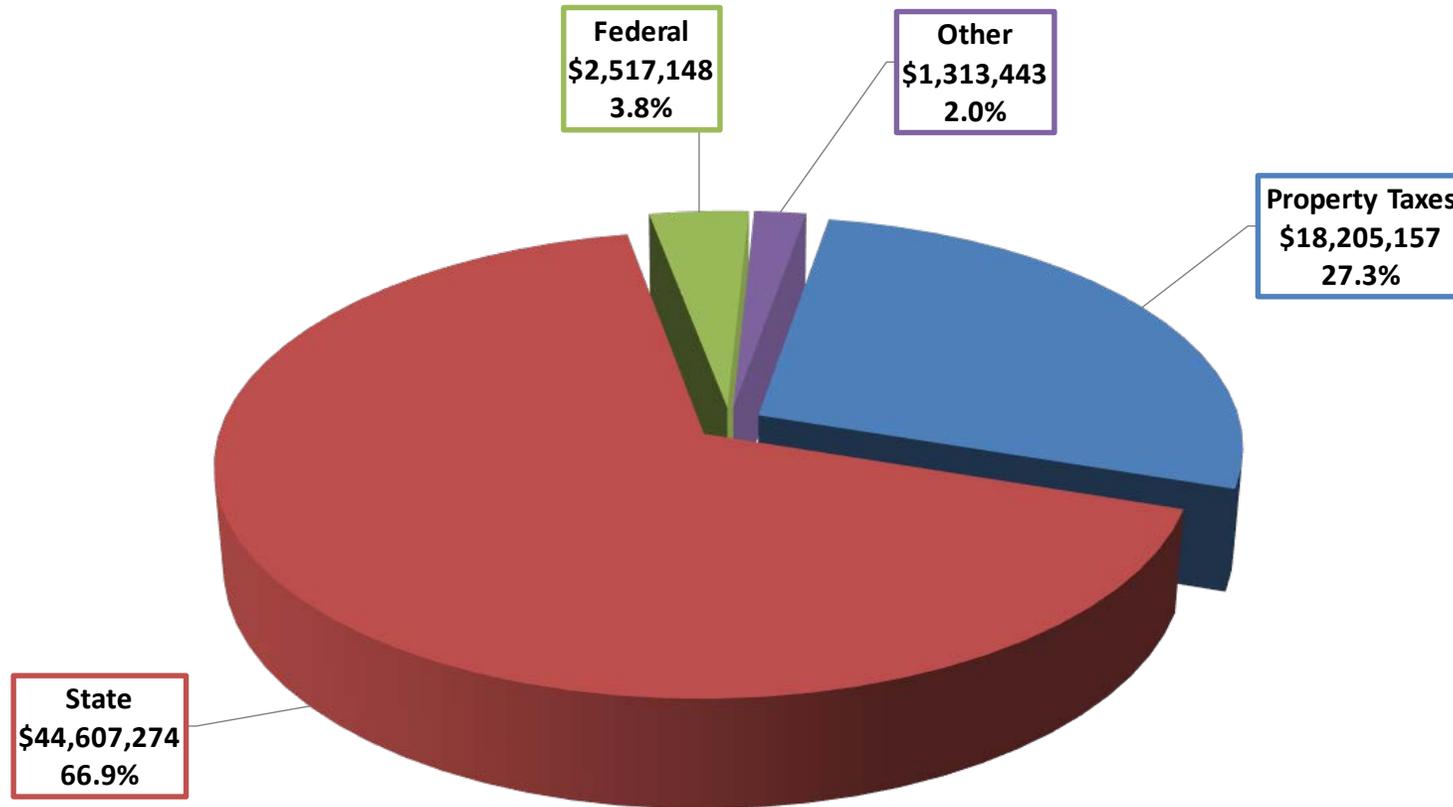
# Richfield Public Schools ISD #280

## Revenue - All Funds

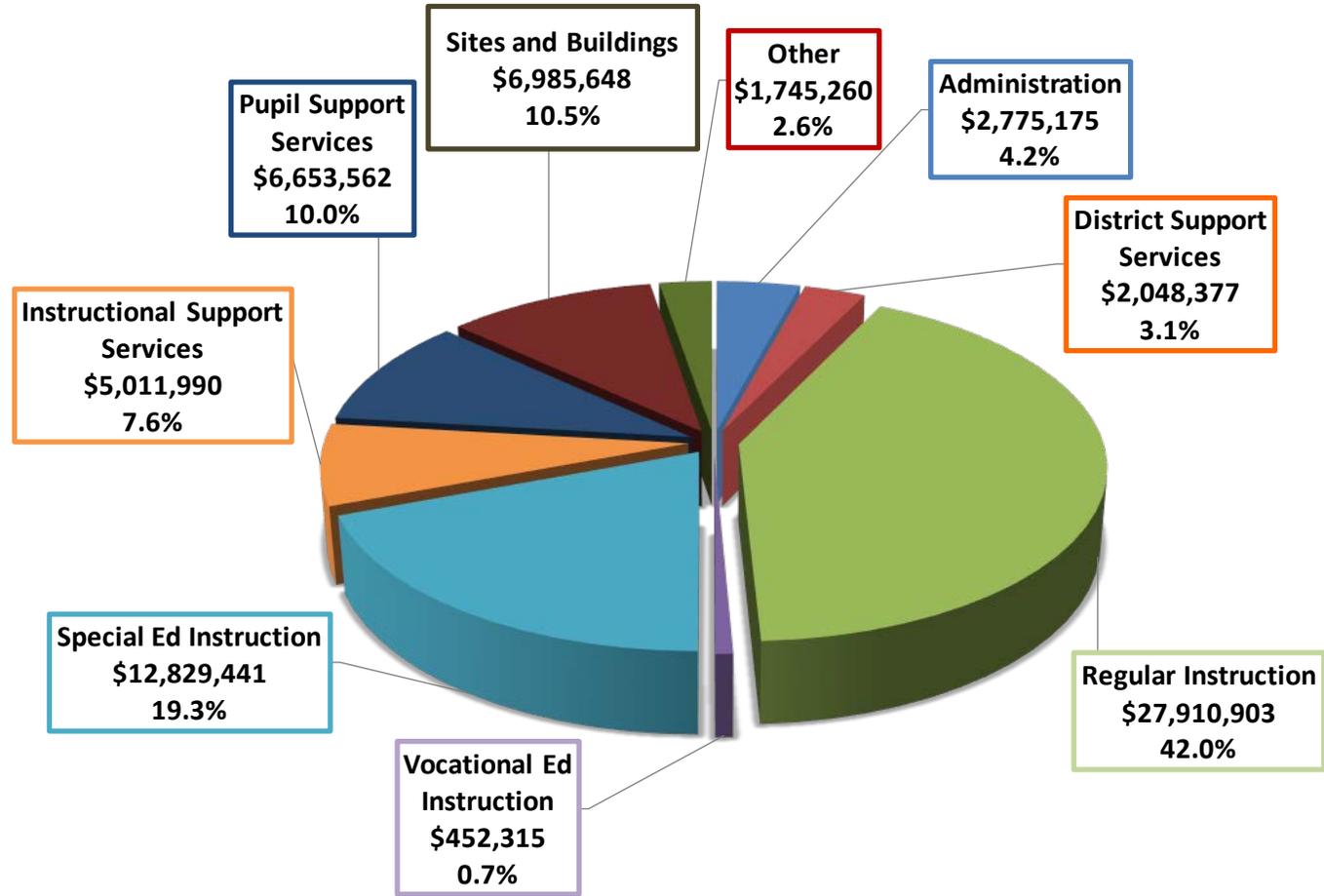
2019-20 Budget \$82,171,857



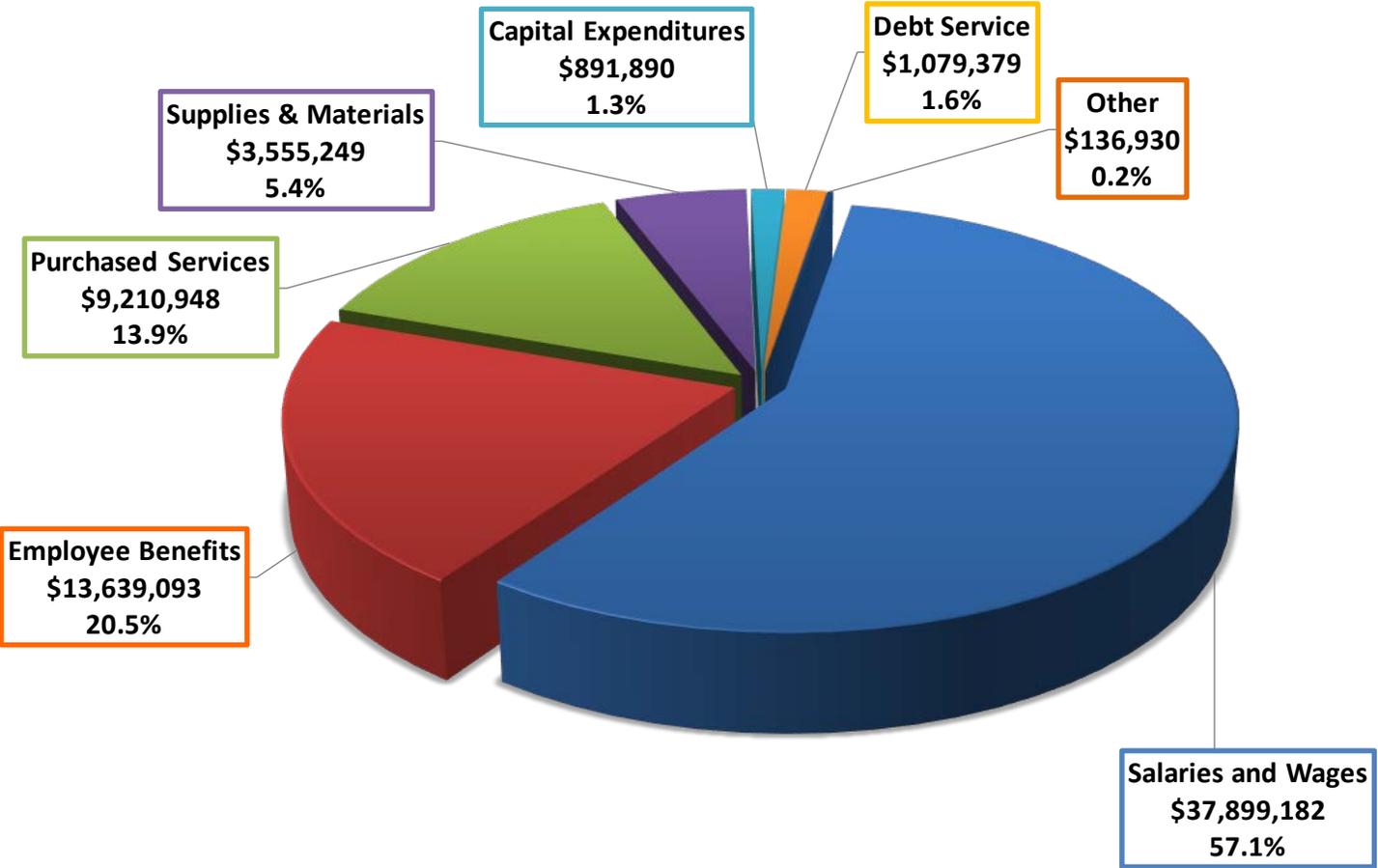
**Richfield Public Schools ISD #280**  
**General Fund Revenue**  
**2019-20 Budget \$66,643,022**



**Richfield Public Schools ISD #280**  
**General Fund Expenditures by Program**  
**2019-20 Budget \$66,412,671**



**Richfield Public Schools ISD #280**  
**General Fund Expenditure by Object**  
**2019-20 Budget \$66,412,671**



# Payable 2020 Property Tax Levy

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- Determination of levy
- Comparison of 2019 to 2020 levies
- Specific reasons for changes in tax levy
- Impact on taxpayers

# Property Tax Background

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Every owner of taxable property pays property taxes to various “taxing jurisdictions” (county, city/township, school district, special districts) in which property is located

Each taxing jurisdiction sets own tax levy, often based on limits in state law

County sends bills, collects taxes from property owners, and distributes funds back to other taxing jurisdictions



# School District Property Taxes

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Each school district may levy taxes in over 40 different categories

“Levy limits” (maximum levy amounts) for each category are set by

- State law
- Voter approval

Minnesota Department of Education (MDE) calculates detailed levy limits for each district

# Property Tax Background

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## **School District Property Taxes**

- Key steps in process are summarized on next slide
- Any of these steps may affect the taxes on a parcel of property, but district has control over only 1 of the 7 steps

## Minnesota School District Property Taxes - Key Steps in the Process

**Step 1.** The **City or County Assessor** determines the estimated market value for each parcel of property in the county.

**Step 2.** The **Legislature** sets the formulas for tax capacity. (E.g., for homestead residential property, tax capacity = 1% of first \$500,000 in value + 1.25% of value over \$500,000.) These formulas determine how much of the tax burden will fall on different types of property.

**Step 3.** The **County Auditor** calculates the tax capacity for each parcel of property in the county (based on values from step 1 and tax capacity formulas from step 2), as well as the total tax capacity for each school district.

**Step 7.** The **County Auditor** divides the final levy (determined by the school board in step 6) by the district's total tax capacity (determined in step 3) to determine the tax rate needed to raise the proper levy amount. The auditor multiplies this tax rate times each property's tax capacity, to determine the school tax for that property.\*

**Step 4.** The **Legislature** sets the formulas which determine school district levy limits. These are the maximum amounts of taxes that school districts can levy in every category.

**Step 5.** The **Minnesota Department of Education** calculates detailed levy limits for each school district, based on the formulas approved by the Legislature in step 4. These limits tell districts the exact amounts that can be levied in every category.

**Step 6.** The **School Board** adopts a proposed levy in September, based on the limits set in step 5. After a public hearing, the board adopts a final levy in December. Final levy cannot be more than the preliminary levy, except for amounts approved by voters.

\* For certain levy categories (referendum, equity and transition levies), tax rates and levy amounts are based on **referendum market value**, rather than **tax capacity**.

# Schedule of Events in Approval of District's 2019 (Payable 2020) Tax Levy

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# Overview of Proposed Levy Payable in 2020

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Total 2020 proposed property tax levy is a decrease from 2019 of \$28,014 (.1%)

State law requires that we explain reasons for major increases in levy

Some decreases in specific levies will also be explained

**Richfield Public Schools, ISD 280**

**Comparison of Actual Tax Levy Payable in 2019 to Proposed Levy Payable in 2020**

<b>Fund Levy Category</b>	<b>Actual Levy Payable in 2019</b>	<b>Proposed Levy Payable in 2020</b>	<b>\$ Change</b>	<b>% Change</b>
<b>General</b>				
Voter Approved Referendum	\$6,438,471	\$4,977,469	(\$1,461,002)	
Board Approved Referendum	0	0	0	
Local Optional Revenue (LOR)	<u>1,929,878</u>	<u>3,232,944</u>	<u>1,303,066</u>	
Total Referendum and LOR	8,368,349	8,210,413	(157,936)	
Equity	480,820	477,942	(2,878)	
Capital Projects - Technology	3,217,355	3,539,086	321,731	
Operating Capital	578,527	614,042	35,515	
Alternate Teacher Compensation	400,599	410,117	9,518	
Safe Schools	232,132	227,751	(4,381)	
Long Term Facilities Maintenance	1,794,533	1,752,081	(42,452)	
Instructional Lease	709,439	824,594	115,155	
Other	1,404,021	1,290,737	(113,284)	
Prior Year Adjustments	858,149	176,483	(681,666)	
<b>Total, General Fund</b>	<b>\$18,043,923</b>	<b>\$17,523,246</b>	<b>(\$520,677)</b>	<b>-2.9%</b>
<b>Community Service</b>				
Basic Community Education	\$287,666	\$287,666	\$0	
Early Childhood Family Education	160,713	168,473	7,759	
Other	10,017	11,354	1,336	
Prior Year Adjustments	7,123	6,027	(1,096)	
<b>Total, Community Service Fund</b>	<b>\$465,519</b>	<b>\$473,519</b>	<b>\$7,999</b>	<b>1.7%</b>
<b>Debt Service</b>				
Voter Approved	\$3,410,033	\$3,410,033	\$0	
Long-Term Facility Maintenance	5,095,007	4,193,004	(902,003)	
Other Post Employment Benefits	821,678	2,122,365	1,300,687	
Reduction for Debt Excess	(27,531)	0	27,531	
Prior Year Adjustments	(2,756)	64,356	67,112	
<b>Total, Debt Service Fund</b>	<b>\$9,296,430</b>	<b>\$9,789,759</b>	<b>\$493,328</b>	<b>5.3%</b>
<b>Total Levy, All Funds</b>	<b>\$27,805,872</b>	<b>\$27,786,523</b>	<b>(\$19,350)</b>	<b>-0.1%</b>
<b>Subtotal by Truth in Taxation Categories:</b>				
Voter Approved	13,530,712	12,147,517	(1,383,195)	
Other	14,299,337	15,654,518	1,355,181	
<b>Total</b>	<b>\$27,830,049</b>	<b>\$27,802,035</b>	<b>(\$28,014)</b>	<b>-0.1%</b>

# Explanation of Levy Changes

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**Category:** Voter Approved Operating Referendum and Local Optional Revenue (LOR)

**Change:** -\$1,461,002 and + \$1,303,066 (net change -\$157,936)

**Use of Funds:** General Operating Expenses

**Reason for Change:**

- Legislative change subtracted \$300 per pupil from voter approved operating referendum authority and added it to LOR formula
- Voter approved operating referendum authority includes an annual inflationary increase
- Revenues are based on estimated number of students and enrollment is projected to decrease

# Explanation of Levy Changes

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**Category:** General Fund – Capital Projects Levy

**Change:** + \$321,731

**Use of Funds:** Instructional technology software, hardware and support

**Reason for Change:**

- The levy is calculated based on a voter approved tax rate
- An increase in the tax base results in an increase in the total levy based on the approved tax rate

# Explanation of Levy Changes

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**Category:** Instructional Lease Levy

**Change:** +\$115,155

**Use of Funds:** Expenses for leased space and equipment and lease purchase agreements

**Reason for Change:**

- Amount is based on estimated cost of qualifying state-approved instructional lease costs
- Levy based on contracted lease costs for instructional space

# Explanation of Levy Changes

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**Category:** General Fund Adjustments

**Change:** -\$681,666

**Use of Funds:** General Operating Expenses

**Reason for Change:**

- Initial levies are best estimates with prior year levy adjustments calculated by state for up to three years
  - In 2019, the levy adjustments in the general fund were \$858,149 positive
  - In 2020, the levy adjustments in the general fund were \$176,483 positive
  - The net result is a reduction from year to year of \$681,666
- Combination of 11 prior year levy adjustments and abatement levies

# Explanation of Levy Changes

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**Category:** Debt Service – Long-Term Facility Maintenance

**Change:** - \$902,003

**Use of Funds:** Annual required payments of principal & interest on voter approved bonds

**Reason for Change:**

- Decrease in contracted debt retirement and principal and interest payments

# Explanation of Levy Changes

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**Category:** Debt Service – Other Post Employment Benefits

**Change:** + \$1,300,687

**Use of Funds:** Annual required payments of principal & interest on voter approved bonds

**Reason for Change:**

- Increase in contracted debt retirement and principal and interest payments

# Factors Impacting Individual Taxpayers' School Taxes

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Many factors can cause tax bill for an individual property to increase or decrease from year to year

- Changes in value of individual property
- Changes in total value of all property in District
- Increases or decreases in levy amounts caused by changes in state funding formulas, local needs and costs, voter-approved referendums, and other factors

# Four Year School Levy Comparison

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Following are a table and graphs showing examples of changes in school district portion of property taxes from 2017 to 2020

Examples include school district taxes only

All examples are based on a 15.6% increase in property value over this four year period

- Actual changes in value may be more or less than this for any parcel of property
- Intended to provide a fair representation of what has happened to school district property taxes over this period for typical properties

# Impact on Taxpayers

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Examples are for property in City of Richfield

Amounts for 2020 are preliminary estimates, based on best available data – final amounts could change slightly

Estimates prepared by Ehlers, District's municipal financial advisors

**Richfield Public Schools, ISD 280**

**Estimated Changes in School Property Taxes, 2017 to 2020**

*Based on 15.6% Cumulative Changes in Property Value from 2017 to 2020 Taxes*

Type of Property	Estimated Market Value for 2017 Taxes	Actual Taxes Payable in 2017	Estimated Market Value for 2018 Taxes	Actual Taxes Payable in 2018	Estimated Market Value for 2019 Taxes	Actual Taxes Payable in 2019	Estimated Market Value for 2020 Taxes	Estimated Taxes Payable in 2020	Change in Taxes 2017 to 2020	Change in Taxes 2019 to 2020
Residential Homestead	\$86,501	\$264	\$92,472	\$396	\$95,057	\$378	\$100,000	\$384	\$120	\$6
	129,752	446	138,708	664	142,586	630	150,000	636	190	6
	173,003	629	184,944	931	190,114	881	200,000	889	260	8
	216,253	811	231,180	1,198	237,643	1,132	250,000	1,142	331	10
	259,504	993	277,416	1,465	285,171	1,383	300,000	1,394	401	11
	302,754	1,176	323,653	1,732	332,700	1,634	350,000	1,647	471	13
	346,005	1,358	369,889	1,999	380,228	1,886	400,000	1,899	541	13
	432,506	1,718	462,361	2,517	475,285	2,369	500,000	2,379	661	10
519,008	2,075	554,833	3,072	570,342	2,902	600,000	2,936	861	34	
648,759	2,678	693,541	3,955	712,928	3,732	750,000	3,772	1,094	40	
Commercial/ Industrial #	\$173,003	\$700	\$184,944	\$1,036	\$190,114	\$1,030	\$200,000	\$1,045	\$345	\$15
	432,506	1,951	462,361	2,861	475,285	2,838	500,000	2,870	919	32
	865,013	4,035	924,722	5,904	950,570	5,852	1,000,000	5,912	1,877	60
	1,297,519	6,118	1,387,082	8,946	1,425,856	8,865	1,500,000	8,954	2,836	89
	1,730,025	8,202	1,849,443	11,989	1,901,141	11,879	2,000,000	11,995	3,793	116
Apartments and Res. Non-Homestead ( 2 or more units)	\$432,506	\$2,011	\$462,361	\$2,946	\$475,285	\$2,765	\$500,000	\$2,787	\$776	\$22
	648,759	3,016	693,541	4,418	712,928	4,148	750,000	4,180	1,164	32
	1,297,519	6,033	1,387,082	8,837	1,425,856	8,296	1,500,000	8,360	2,327	64

# For commercial-industrial property, amounts above are for property in the City of Richfield. Taxes for commercial-industrial property in other municipalities may be slightly different, due to the impact of the Fiscal Disparities Program.

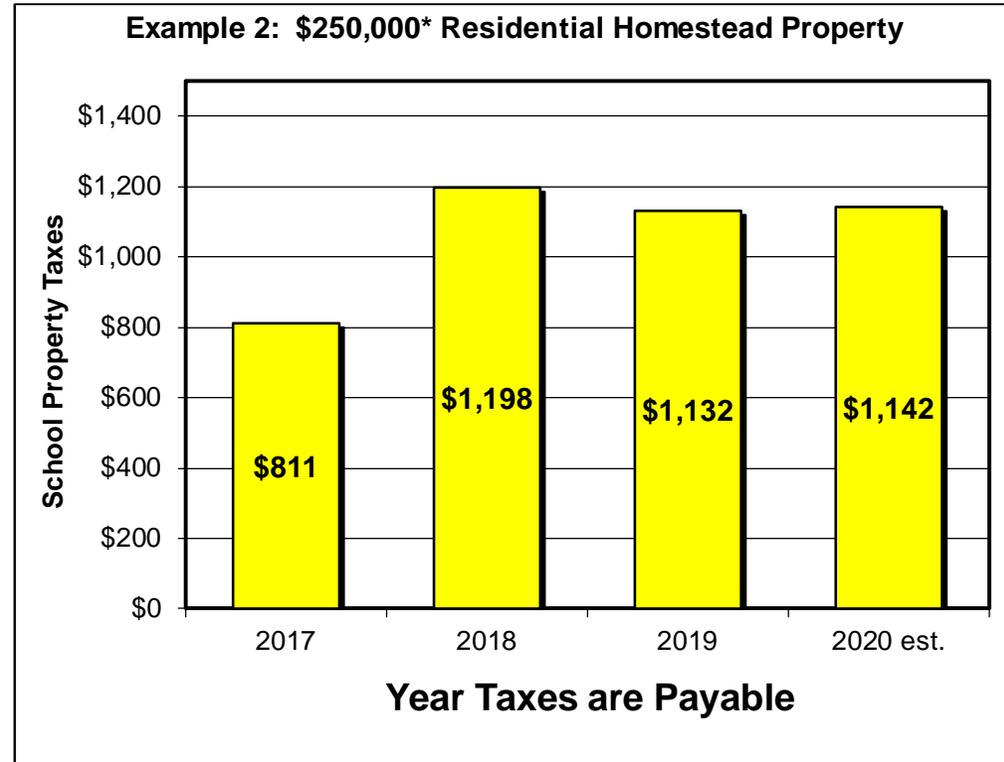
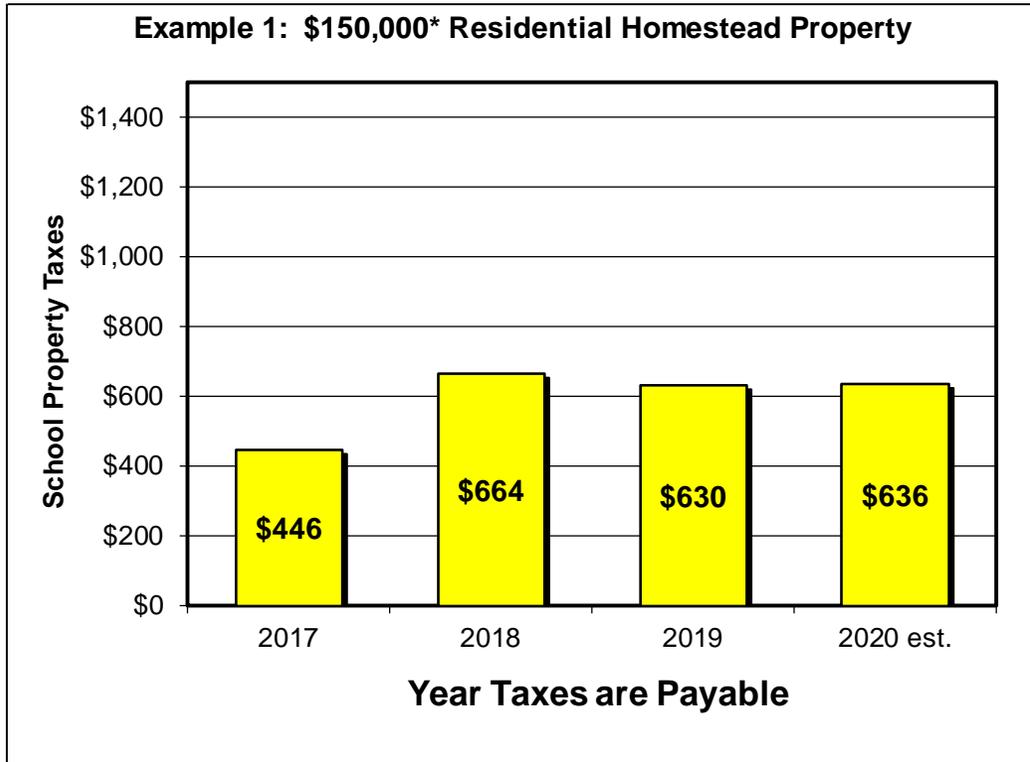
**General Notes**

1. Amounts in the table are based on school district taxes only, and do not include taxes for the city or township, county, state, or other taxing jurisdictions.
2. Estimates of taxes payable in 2020 are preliminary, based on the best data available.
3. For all property examples, taxes are based on changes in estimated market value of 6.9% from 2017 to 2018 taxes, 2.8% from 2018 to 2019, and 5.2% from 2019 to 2020.

## Richfield Public Schools, ISD 280

### Estimated Changes in School Property Taxes, 2017 to 2020

Based on 15.6% Cumulative Changes in Property Value from 2017 to 2020 Taxes

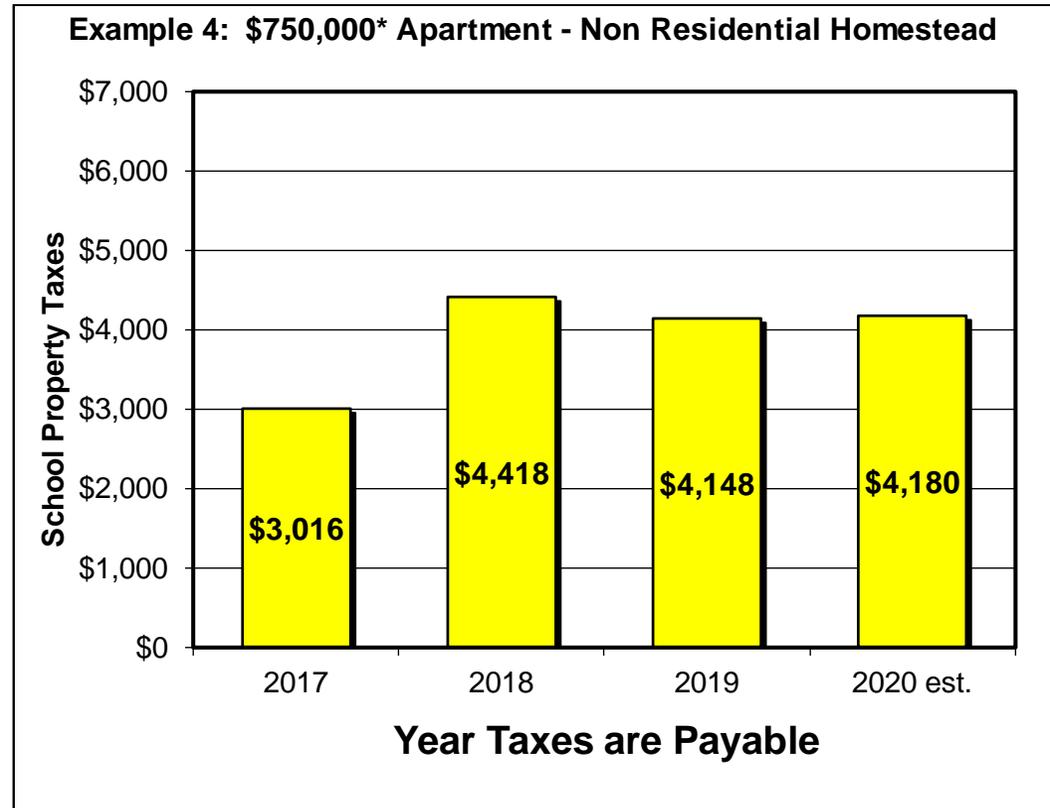
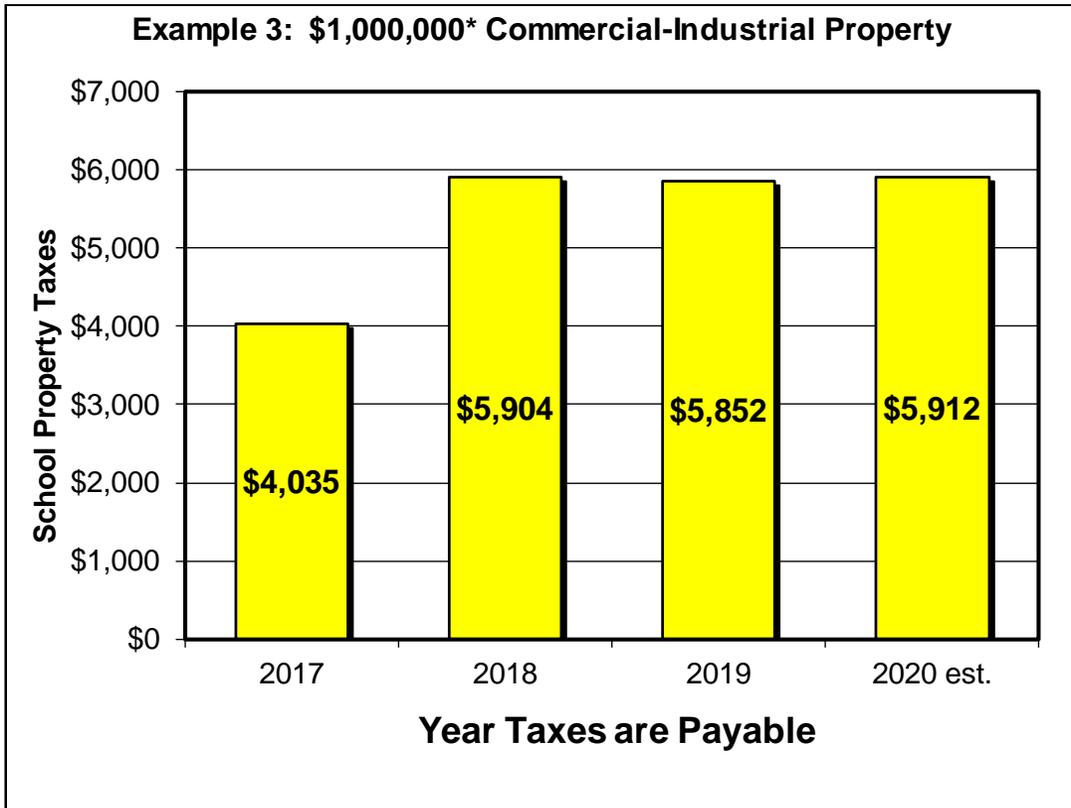


\* For all four examples of properties, the value shown in the title of the chart is the estimated market value for taxes payable in 2020. Taxes are calculated based on changes in market value of 6.9% from 2017 to 2018 taxes, 2.8% from 2018 to 2019, and 5.2% from 2019 to 2020.

## Richfield Public Schools, ISD 280

Estimated Changes in School Property Taxes, 2017 to 2020

*Based on 15.6% Cumulative Changes in Property Value from 2017 to 2020 Taxes*



\* For all four examples of properties, the value shown in the title of the chart is the estimated market value for taxes payable in 2020. Taxes are calculated based on changes in market value of 6.9% from 2017 to 2018 taxes, 2.8% from 2018 to 2019, and 5.2% from 2019 to 2020.

# Minnesota Homestead Credit Refund “Circuit Breaker”

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Has existed since 1970s

Available **each year** to owners of homestead property

(applies to taxes paid on house, garage and one acre for ag homestead property)

Annual income must be approximately \$113,150 or less

(income limit is higher if you have dependents)

Sliding scale - refund based on income and total property taxes

Maximum refund for homeowners is \$2,770

Also available to renters

Complete state tax form M-1PR ([www.revenue.state.mn.us](http://www.revenue.state.mn.us))

# Minnesota Special Property Tax Refund

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Available each year to owners of homestead properties with a gross tax increase of at least 12% and \$100 over prior year

Helpful in first year after referendum

Refund is 60% of amount by which tax increase exceeds greater of 12% or \$100, up to a maximum of \$1,000

No income limits

Complete state tax form  
M-1PR  
([www.revenue.state.mn.us](http://www.revenue.state.mn.us))

# Senior Citizen Property Tax Deferral

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Allows people age 65 and older with household income of \$60,000 or less to defer a portion of property taxes on their home

You have lived in, owned your home, and had it homesteaded for the last 15 years

Limits maximum amount of property tax paid to 3% of household income

Additional taxes are deferred, not forgiven

Provides predictability; amount of tax you pay will not change for as long as you participate in the program

Deferred property taxes plus accrued interest must be paid when home is sold or homeowner(s) dies

# Next Steps

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1

Board will accept public comments on proposed levy

2

Board will certify 2020 property tax levy



# Public Comments

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*Enriching and accelerating learning*

**R**

**RICHFIELD**  
**PUBLIC SCHOOLS**

**Strategic Planning 2020 - 2025**

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December 2, 2019

*Enriqueciendo y acelerando el aprendizaje*

- Richfield Public Schools **inspires and empowers** each individual to learn, grow and **excel**
- Our strategic plan guides our actions and areas of focus
- Our strategic plan comes to conclusion at the end of this fiscal year

We will begin a process to create and launch a new strategic plan for 2020-2025.

# Strategic Planning Process: Then and Now

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## Strategic Plan [Board Policy 101 and 101.1](#)

### Strategic Planning Process 2015-2020 Review

- Historical Context
- New Mission
- New Beliefs
- New Goals
- New Strategies

### Strategic Planning Process 2020-2025

- Richfield Public School's (RPS) school board identified and hired a new superintendent, Dr. Steven Unowsky, for the 2014-15 school year
- Richfield Public Schools' strategic plan expired in 2010
- Thus, Superintendent Unowsky coordinated and launched a strategic planning process in January of 2015 to determine the new mission, goals, and long-range vision of RPS
- Over 100 meetings were held to engage all stakeholder groups - staff, parents, students, and community members - in the strategic planning process

**Mission**

**Beliefs**

**Strategic Plan Goals**

**Strategic Plan Strategies**

**Strategic Plan Measures: Vision Cards**

**Branding Materials**

Richfield Public Schools inspires and empowers each individual to

Learn,

Grow, and

Excel.

# Beliefs: Strategic Plan 2015-2020

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In inspiring our students to grow, adapt and discover their place in the world

All children have a right to a quality education, high standards, rigorous curriculum and powerful instruction

In providing instruction that supports the different ways people learn

That valuing our diverse backgrounds, experiences and perspectives fosters unity and empowers all

## Beliefs: Strategic Plan 2015-20

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The collective efforts of students, home, school and community form the foundation for excellence

That core values of caring, honesty, respect and responsibility will be modeled, taught and nurtured

It is everyone's responsibility to provide a safe, supportive and engaging environment

# Goals: Strategic Plan 2015-20

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- Provide a high quality, competitive educational system
- Accelerate achievement for ALL students
- Engage family and community members
- Ensure an environment where ALL belong

We will provide challenging, relevant and engaging educational opportunities for all students that will increase learning.

We will positively promote Richfield Public Schools.

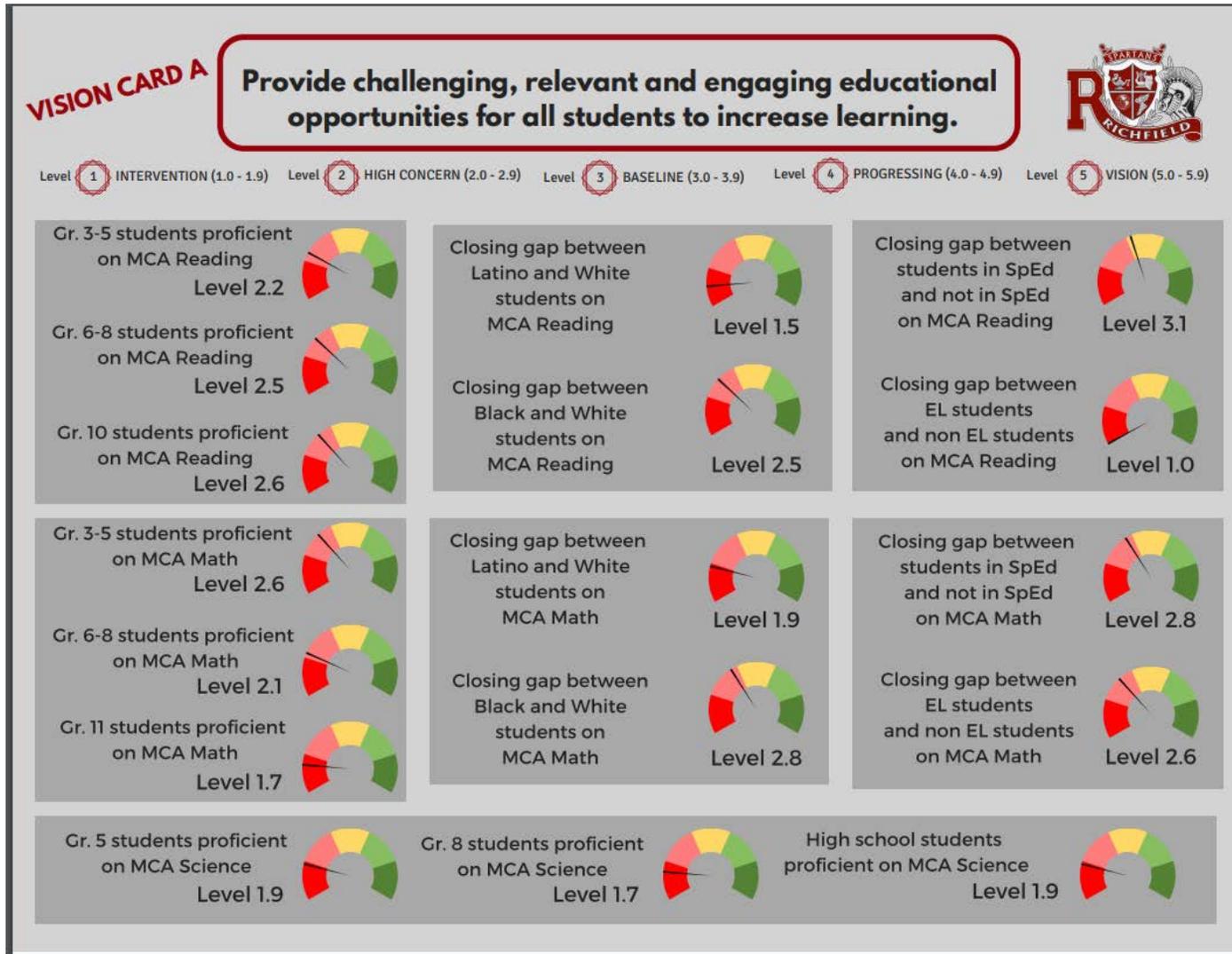
We will provide a welcoming, healthy, supportive, safe and caring environment.

We will acquire and align human, financial, operational and technology resources to maximize organizational goals.

# Vision Cards: Strategic Plan 2015-20



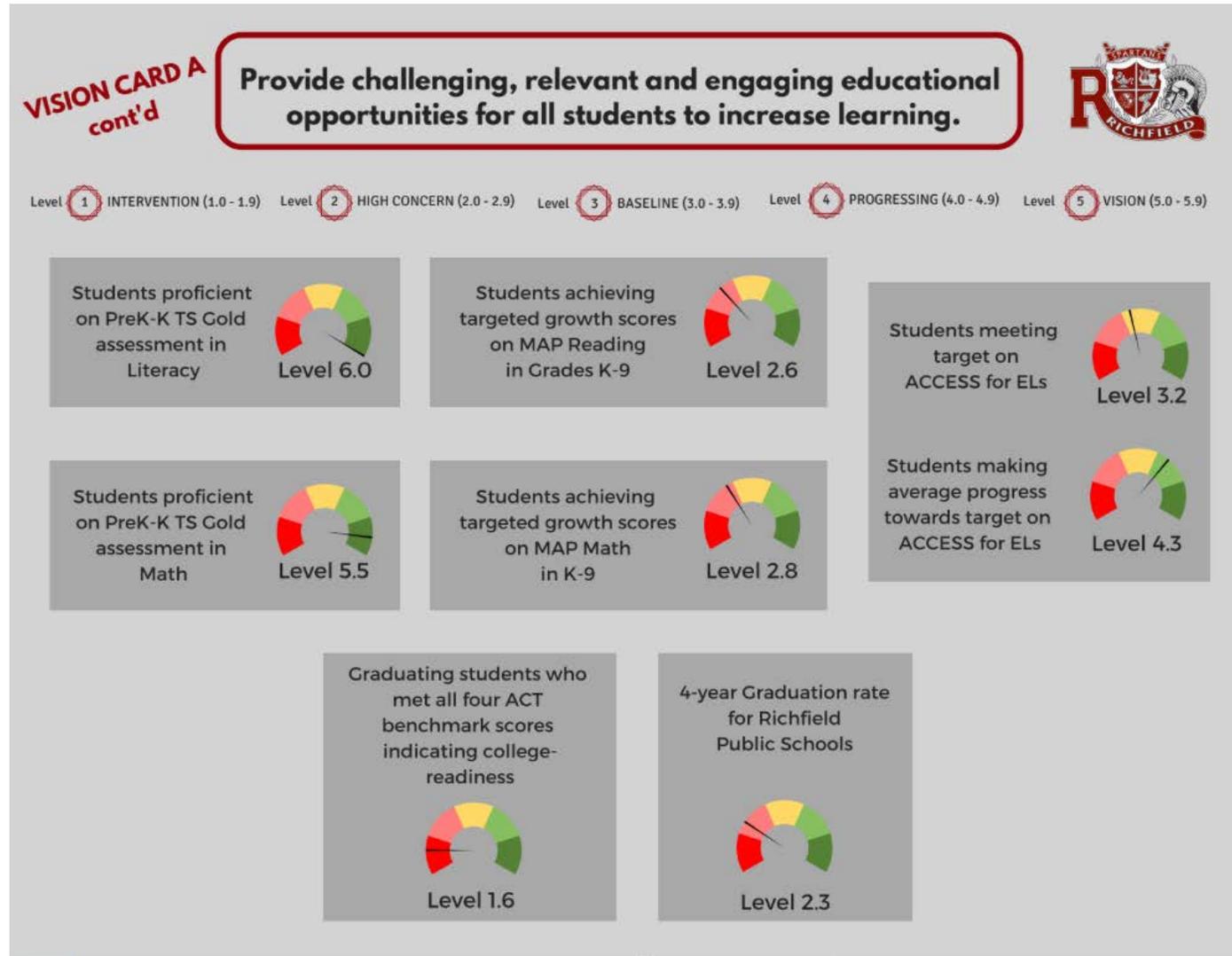
**RICHFIELD**  
PUBLIC SCHOOLS



# Vision Cards: Strategic Plan 2015-20



**RICHFIELD**  
PUBLIC SCHOOLS



# Vision Cards: Strategic Plan 2015-20



**RICHFIELD**  
PUBLIC SCHOOLS

**VISION CARD B**

**Positively promote RPS to enhance engagement, recruitment and retention of students, families and staff**



- Level 1 INTERVENTION (1.0 - 1.9)
- Level 2 HIGH CONCERN (2.0 - 2.9)
- Level 3 BASELINE (3.0 - 3.9)
- Level 4 PROGRESSING (4.0 - 4.9)
- Level 5 VISION (5.0 - 5.9)



**Total number of new PreK-12 student applications to district**

Level 3.0



**Annual overall retention of students**

Level 3.9



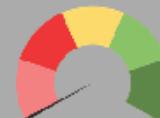
**Parents reporting on survey that they would recommend RPS to other families**

Level 2.7



**Stakeholders reporting on survey that RPS is promoted in a positive manner**

Level 1.0



**Participation in extra-curricular activities**

Level 3.4



**Participation in Community Education activities (outside of school time)**

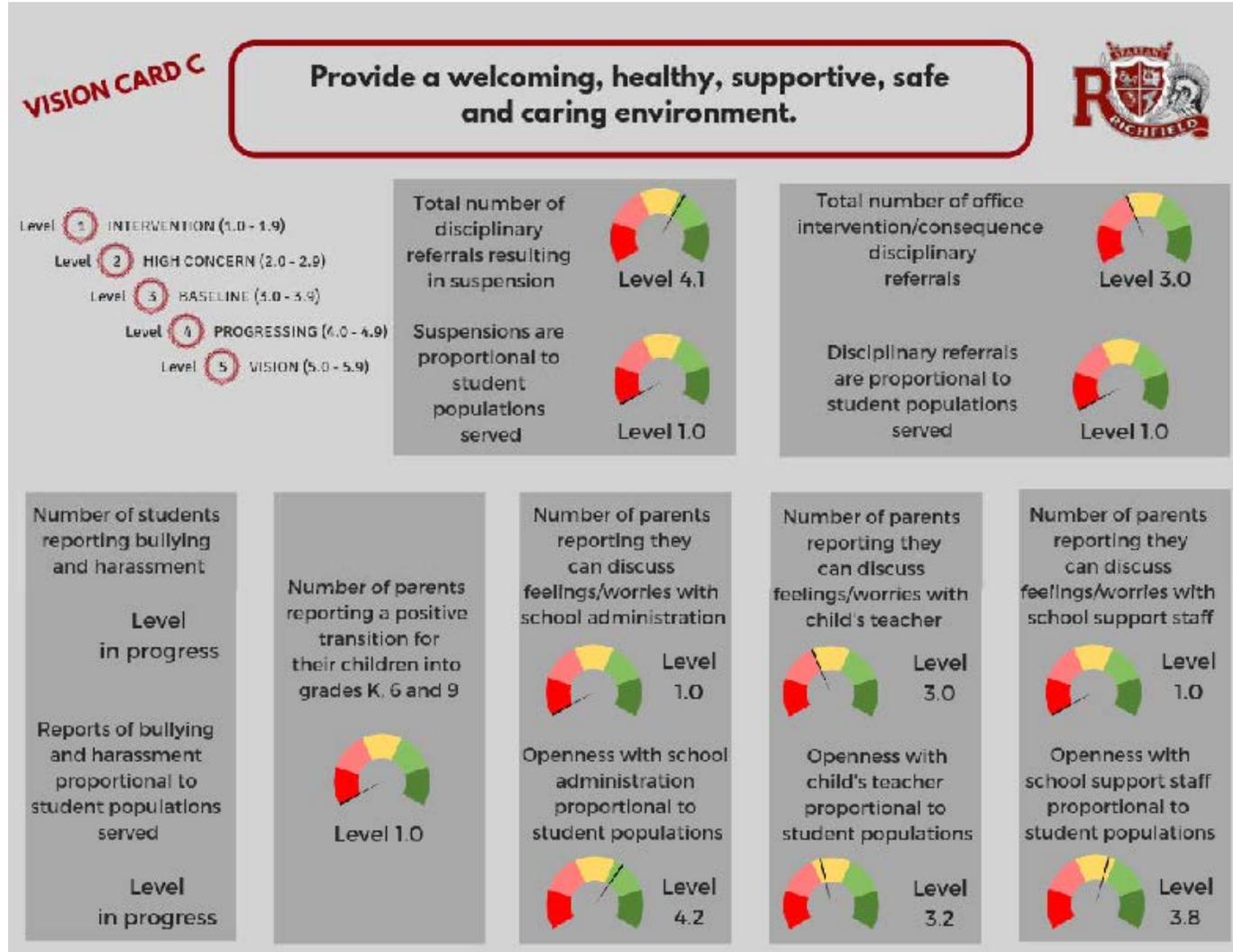
Level 3.5



# Vision Cards: Strategic Plan 2015-20



**RICHFIELD**  
PUBLIC SCHOOLS



# Vision Cards: Strategic Plan 2015-20



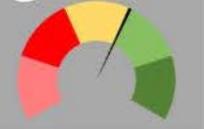
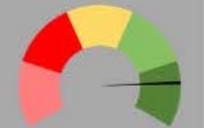
**RICHFIELD**  
PUBLIC SCHOOLS

**VISION CARD D**

**Acquire and align human, financial, operational and technology resources to maximize organization goal**



Level 1 INTERVENTION (1.0 - 1.9)  
Level 2 HIGH CONCERN (2.0 - 2.9)  
Level 3 BASELINE (3.0 - 3.9)  
Level 4 PROGRESSING (4.0 - 4.9)  
Level 5 VISION (5.0 - 5.9)

<p>New teachers scoring above 50% proficient on domains observed</p> <p>Level 3.5</p> 	<p>On-time completion of teacher evals for on-cycle teachers</p> <p>Level 4.5</p> 	<p>On-time completion of classified evals for on-cycle paras, clerical &amp; nutrition staff</p> <p>Level 4.0</p> 		
<p>Amount of waste generated vs. recycling</p> <p>Level NA</p> <p>NA - Development of measure in process - not currently being measured</p>	<p>Unassigned GF fund balance as percent of district expenditures</p> <p>Level 4.5</p> 	<p>Budget accurately represents revenue and expenditures</p> <p>Level 5.9*</p> <p>*Increase vision for future</p> 	<p>Average ratio of 2-1 mobile devices for PreK-5 as percentage of enrollment</p> <p>Level 5.3</p> 	<p>Average ratio of 1-1 mobile devices for Grades 6-12 as percentage of enrollment</p> <p>Level 5.9*</p> <p>*Increase vision for future</p> 

**Strategy – We will provide challenging, relevant and engaging educational opportunities for all students that will increase learning.**



Revised graduation standards.

Expanded secondary school day.

Launched early college and career pathway models.

Expanded dual language program: pre-k – 12 including the Seal of Biliteracy.

Launched Q Comp Teacher evaluation model and systematic staff evaluations.

Increased graduation rate.

Increased college credits achieved.

Launched pre-k and early childhood program.

Launched Community Education program.

Aligned and overhauled curriculum: pre-k – 12.

## Strategy – We will positively promote RPS.

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Renewed brand messaging and logos.

Added recruitment and retention events.

Increased transition activities between schools.

Deepened partnership with city leadership and staff.

Overhauled website and communications materials.

Expanded translation services and supports.

## **Strategy – We will provide a welcoming, healthy, supportive, safe and caring environment.**

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Provided equity training to all staff.

Expanded outreach worker staffing.

Added social-emotional staffing.

Revised student behavior handbooks and policies.

Launched crisis and postvention manuals.

Implemented universal free breakfast, free snacks, and after school nutrition.

Launched health center.

Added mental health supports.

Expanded food and clothing shelves.

Launched Beacons comprehensive enrichment After School & Summer Programming

# Strategy – We will acquire and align human, financial, operational, and technology resources to maximize organizational goals.



- Increased teacher and administrative diversity
- Expanded partnerships with colleges
- Renewed and increased operating referendum funds
- Successfully passed FACILITY BOND REFERENDUM
- Launched district surveys
- Implemented 1:1 and 2:1 devices for students
- Provided all staff with laptops
- Increased fund balance and fiscal rating
- Improved buildings' grounds and facilities

# Refining Our Brand



## Brand Messages

- ◆ **REAL COMMUNITY**

Caring community, rich in diversity and relationships

- ◆ **PERSONALIZED LEARNING**

Rigorous, relevant, and engaged learning for each student

- ◆ **RICH OPPORTUNITIES**

Inspiring possibilities through academics, arts, music, athletics, and activities

- ◆ **INNOVATION IN ACTION**

Transforming how we teach, redefining school

# Process and Timeline: Strategic Plan 2020-2025

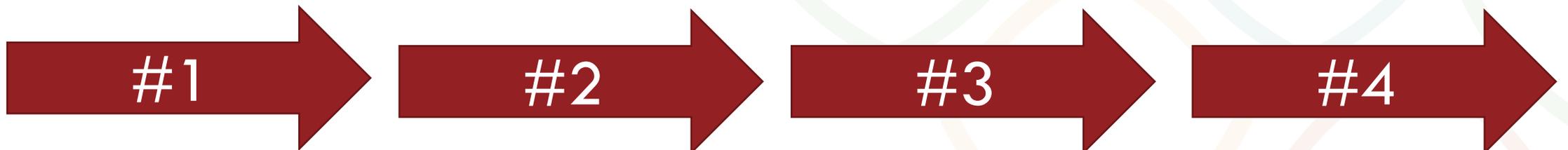


<b>MONTH</b>	<b>ACTION</b>
December 2019/January 2020	Review Strategic Plan 2015-20
December 2019/January 2020	Review measures on Vision Cards
January 2020	Create outline of new plan
January 2020	Integrate new branding messages
January - April 2020	Host large monthly meetings to gather input from stakeholders
February - May 2020	Host monthly meetings with committees for additional input
May 2020	Synthesize meeting themes
June 2020	Present final draft of Strategic Plan 2020-25 to the board

# Process for Strategic Planning

## MONTHLY

1. Large Group Community Meetings – gather input, feedback & recommendations
2. Management Team 1<sup>st</sup> Mtg of the month – prepare leadership to gather more input
3. Committees/Advisories/PTOs, etc. – provide additional feedback and input
4. Management Meeting 2<sup>nd</sup> Mtg of the month – synthesize feedback and input for next large group community meeting



# Large Group Community Meeting Structure

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45 minutes: Dinner and Social

30 minutes: Presentation and info share

45 minutes: Strategy group work

1. We will provide challenging, relevant and engaging educational opportunities for all students that will increase learning.
2. We will positively promote Richfield Public Schools.
3. We will provide a welcoming, healthy, supportive, safe and caring environment.
4. We will acquire and align human, financial, operational and technology resources to maximize organizational goals.

30 minutes: Report back to larger group

# Planning – Large Group Meeting



DATE	TIME	LOCATION
<b>January 14, 2020 Tuesday</b>	5:30pm – 8:00pm	TBD
<i>*January 28, 2020 Tuesday</i>	5:30pm – 8:00pm	TBD
<b>February 13, 2020 Thursday</b>	5:30pm – 8:00pm	TBD
<i>*February 27, 2020 Thursday</i>	5:30pm – 8:00pm	TBD
<b>March 11, 2020 Wednesday</b>	5:30pm – 8:00pm	TBD
<i>*March 25, 2020 Wednesday</i>	5:30pm – 8:00pm	TBD
<b>April 27, 2020 Monday</b>	5:30pm – 8:00pm	TBD
<i>May 26, 2020 Tuesday – if needed</i>	5:30pm – 8:00pm	TBD

*Enriching and accelerating learning*

**R**

**RICHFIELD**  
**PUBLIC SCHOOLS**

**THANK YOU!**

2019-2020

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*Enriqueciendo y acelerando el aprendizaje*

*Enriching and accelerating learning*

**R**

**RICHFIELD**  
**PUBLIC SCHOOLS**

## **Vision Cards**

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Reporting Our Progress

School Board Meeting

December 2, 2019

*Enriqueciendo y acelerando el aprendizaje*

# What is a Vision Card?

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- **A way of reporting progress** on our strategic plan strategies, goals, actions and activities
- **A public accountability system**
- **A way to remain focused** on our top priorities

# What Vision Cards are there?

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**There is one card for each strategic plan strategy and one additional student achievement measures card:**

**Vision Card A:** We will provide challenging, relevant and engaging educational opportunities for all students that will increase learning

**Vision Card B:** We will positively promote Richfield Public Schools

**Vision Card C:** We will provide a welcoming, healthy, supportive, safe and caring environment

**Vision Card D:** We will acquire and align human, financial, operational and technology resources to maximize organizational goals

# Vision Card B



**RICHFIELD**  
PUBLIC SCHOOLS

**VISION CARD B**  
2019-2020

**Positively promote RPS to enhance engagement, recruitment and retention of students, families and staff**



- Level 1 INTERVENTION (1.0 - 1.9)
- Level 2 HIGH CONCERN (2.0 - 2.9)
- Level 3 BASELINE (3.0 - 3.9)
- Level 4 PROGRESSING (4.0 - 4.9)
- Level 5 VISION (5.0 - 5.9)



Total number of new PreK-12 student applications to district (Jun 1-Aug 31)

Level 5.9



Annual overall retention of students

Level 4.5



Parents reporting on survey that they would recommend RPS to other families

Level 3.8



Stakeholders reporting on survey that RPS is promoted in a positive manner

Level 2.3



Participation in extra-curricular activities

Level 4.0



Participation in Community Education activities (outside of school time)

Level 3.7



# Vision Card B - Data



VISION CARD B: Positively promote RPS to enhance engagement, recruitment and retention of students, families and staff											
Item	Measure	Level 1	Level 2	Level 3	Level 4	Level 5	Person	2018	2018	2019	2019
1	Total number of new PreK-12 student applications to district (June 1 - August 31)	> 5% decrease	0-5% decrease	0-5% increase	5-10% increase	10+% increase	Patrick Burrage	72	3.0	112	5.9
2	Annual overall retention of students	<93%	93-95%	95-97%	97-99%	>99%	Craig Holje	97%	3.9	98%	4.5
3	Stakeholders reporting on annual survey that they would recommend RPS to other families	<65%	65-70%	70-75%	75-80%	>80%	Cory Klinge	67%	2.7	74%	3.8
4	Stakeholders reporting on annual survey that RPS is promoted in a positive manner	<70%	70-75%	75-85%	85-90%	>90%	Cory Klinge	67.80%	1.0	72%	2.3
5	Participation in extra-curricular activities (non-duplicated count)	30-35%	35-40%	40-45%	45-50%	>50%	Dave Boie	42%	3.4	45.60%	4.0
6	Participation in Community Education activities outside of school time (non-duplicated count)	>2800	2800-3000	3000-3200	3200-3400	3400+	Carol M-Commers	3098	3.5	3161	3.7
PRESENTED TO SCHOOL BOARD:											
07/16/18											
12/02/19											

# Vision Card B 2015-2020



**RICHFIELD**  
PUBLIC SCHOOLS

**VISION CARD B**

**Positively promote RPS to enhance engagement, recruitment and retention of students, families and staff**



- Level 1 INTERVENTION (1.0 - 1.9)
- Level 2 HIGH CONCERN (2.0 - 2.9)
- Level 3 BASELINE (3.0 - 3.9)
- Level 4 PROGRESSING (4.0 - 4.9)
- Level 5 VISION (5.0 - 5.9)



**Total number of new PreK-12 student applications to district**

**Level 3.0**



**Annual overall retention of students**

**Level 3.9**



**Parents reporting on survey that they would recommend RPS to other families**

**Level 2.7**



**Stakeholders reporting on survey that RPS is promoted in a positive manner**

**Level 1.0**



**Participation in extra-curricular activities**

**Level 3.4**



**Participation in Community Education activities (outside of school time)**

**Level 3.5**



# Vision Cards

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Questions/Comments



FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	295685	11/07/2019	UPPER LAKES FOODS	V	0.00 Multi Stub CK
01	295686	11/07/2019	UPPER LAKES FOODS	V	0.00 Multi Stub CK
01	295687	11/07/2019	UPPER LAKES FOODS	V	0.00 Multi Stub CK
01	295688	11/07/2019	UPPER LAKES FOODS	V	0.00 Multi Stub CK
01	295689	11/07/2019	UPPER LAKES FOODS	V	0.00 Multi Stub CK
01	295690	11/07/2019	UPPER LAKES FOODS	V	0.00 Multi Stub CK
01	295691	11/07/2019	UPPER LAKES FOODS	R	63,967.77 Total CK
01	V609437	11/07/2019	PHOEBE L ANDERSON	R	60.32
01	V609438	11/07/2019	DAVID M BOIE	R	70.00
01	V609439	11/07/2019	PATRICK L BURRAGE	R	70.00
01	V609440	11/07/2019	KATHERINE E CABIESES	R	40.00
01	V609441	11/07/2019	MIRIAM A CASTRO SANJUAN	R	40.00
01	V609442	11/07/2019	PHIL N CEDER	R	40.00
01	V609443	11/07/2019	MARY L CLARKSON	R	70.00
01	V609444	11/07/2019	TIA B CLASEN	R	70.00
01	V609445	11/07/2019	JOHNNY R COOK	R	70.00
01	V609446	11/07/2019	LATANYA R DANIELS	R	70.00
01	V609447	11/07/2019	GEORGE A DENNIS	R	35.00
01	V609448	11/07/2019	RYAN D FINKE	R	70.00
01	V609449	11/07/2019	PETER J FITZPATRICK	R	40.00
01	V609450	11/07/2019	STEVEN T FLUCAS	R	70.00
01	V609451	11/07/2019	MICHAEL L FRANKENBERG	R	70.00
01	V609452	11/07/2019	JAMES A GILLIGAN	R	70.00
01	V609453	11/07/2019	CHRISTINA M GONZALEZ	R	70.00
01	V609454	11/07/2019	KYLE L GUSTAFSON	R	40.00
01	V609455	11/07/2019	KEVIN D HARRIS	R	40.00
01	V609456	11/07/2019	PAM A HAUPT	R	70.00
01	V609457	11/07/2019	JAMES L HILL	R	40.00
01	V609458	11/07/2019	CARLONDREA D HINES	R	70.00
01	V609459	11/07/2019	MARGARET R HOEHN	R	72.62
01	V609460	11/07/2019	JESSICA M HOFFMAN	R	40.00
01	V609461	11/07/2019	CRAIG D HOLJE	R	70.00
01	V609462	11/07/2019	MARY J IHLEN	R	70.00
01	V609463	11/07/2019	SARAH J JESPERSON	R	74.91
01	V609464	11/07/2019	AMY J JOHNSON	R	44.08
01	V609465	11/07/2019	CORY J KLINGE	R	70.00
01	V609466	11/07/2019	DANIEL E KRETSINGER	R	70.00
01	V609467	11/07/2019	ANOOP KUMAR	R	40.00
01	V609468	11/07/2019	COLLEEN M MAHONEY	R	70.00
01	V609469	11/07/2019	DANIEL P MCGINN	R	40.00
01	V609470	11/07/2019	CALLEN M MCINNES	R	41.59
01	V609471	11/07/2019	DOUG R MCMEEKIN	R	70.00
01	V609472	11/07/2019	CAROLE R MCNAUGHTON-C	R	70.00
01	V609473	11/07/2019	MARY PAT MESLER	R	70.00
01	V609474	11/07/2019	KENT D MEYER	R	70.00
01	V609475	11/07/2019	ERIN H NEILON	R	40.00
01	V609476	11/07/2019	BRENDA K NIELSEN	R	70.00
01	V609477	11/07/2019	ROBERT G OLSON	R	40.00
01	V609478	11/07/2019	JAMES R PADDOCK	R	107.07

01	V609479	11/07/2019	KELCI A PETERSON	R	54.87
01	V609480	11/07/2019	RENEE C REED-KARSTENS	R	40.00
01	V609481	11/07/2019	KEITH D RIEF	R	40.00
01	V609482	11/07/2019	LEADRIANE L ROBY	R	176.62
01	V609483	11/07/2019	TERESA L ROSEN	R	70.00
01	V609484	11/07/2019	MAUREEN E RUHLAND	R	40.00
01	V609485	11/07/2019	MARTA I SHAHSAVAND	R	70.00
01	V609486	11/07/2019	BRADLEY J SHURTS	R	70.00
01	V609487	11/07/2019	NANCY J STACHEL	R	70.00
01	V609488	11/07/2019	PATRICK M SURE	R	40.00
01	V609489	11/07/2019	LU ANN N TAUER STONE	R	92.22
01	V609490	11/07/2019	VLADIMIR S TOLEDO	R	40.00
01	V609491	11/07/2019	IAN D TOLENTINO	R	40.00
01	V609492	11/07/2019	STEVEN P UNOWSKY	R	270.00
01	V609493	11/07/2019	STEPHEN C URBANSKI	R	40.00
01	V609494	11/07/2019	CARRIE A VALA	R	70.00
01	V609495	11/07/2019	JENNIFER K VALLEY	R	70.00
01	V609496	11/07/2019	RYAN WAGNER	R	40.00
01	V609497	11/07/2019	REBECCA S WALD	R	40.00
01	V609498	11/07/2019	KASYA L WILLHITE	R	70.00
01	V609499	11/07/2019	MELISSA J WILLIAMS	R	14.11
01	V609500	11/07/2019	AMY J WINTER AHSENMACI	R	70.00
01	V609501	11/07/2019	JENNIFER L.B. WOLDUM	R	197.20
01	295692	11/13/2019	ALL STATE COMMUNICATIO	R	24,765.00
01	295693	11/13/2019	ALLIED PROFESSIONALS, IN	R	196.88
01	295694	11/13/2019	ANGELA WUCHERPFENNIG	R	267.00
01	295695	11/13/2019	ARVIG ENTERPRISES INC	R	1,357.90
01	295696	11/13/2019	ASCD-ASSOC FOR SUPEVISO	R	289.00
01	295697	11/13/2019	BAYADA	R	825.00
01	295698	11/13/2019	BLACK BEARS & BLUEBERR	R	297.64
01	295699	11/13/2019	BUSINESS ESSENTIALS	R	224.39
01	295700	11/13/2019	CAREY SEELEY DIZERZAK	R	20.00
01	295701	11/13/2019	CARQUEST AUTO PARTS	R	388.77
01	295702	11/13/2019	CEDAR SMALL ENGINE	R	111.76
01	295703	11/13/2019	CENTURYLINK	R	39.57
01	295704	11/13/2019	CINTAS CORPORATION NO 2	R	91.70
01	295705	11/13/2019	CITY OF RICHFIELD	R	8,905.16
01	295706	11/13/2019	CREDO REFERENCE LIMITEI	R	430.00
01	295707	11/13/2019	CULLIGAN SOFT WATER	R	4.50
01	295708	11/13/2019	DICK BLICK COMPANY	R	124.07
01	295709	11/13/2019	DISCOUNT SCHOOL SUPPLY	R	35.62
01	295710	11/13/2019	ECM PUBLISHERS INC	R	547.40
01	295711	11/13/2019	ECOLAB INC	R	619.86
01	295712	11/13/2019	C.C. IMEX	R	2,875.00
01	295713	11/13/2019	EQUITY ALLIANCE MN	R	6,375.00
01	295714	11/13/2019	GERTEN GREENHOUSES & C	R	442.40
01	295715	11/13/2019	WW GRAINGER INC	R	277.18
01	295716	11/13/2019	H BROOKS AND COMPANY I	R	581.80
01	295717	11/13/2019	HILDI INC.	R	3,150.00
01	295718	11/13/2019	HOGLUND BUS CO INC	R	578.01

01	295719	11/13/2019	INDOFF INC	R	197.92
01	295720	11/13/2019	INNOVATIVE OFFICE SOLUT R		1,789.95
01	295721	11/13/2019	INTERMEDIATE DISTRICT 28 R		110,363.04
01	295722	11/13/2019	KUTA SOFTWARE LLC	R	216.00
01	295723	11/13/2019	MACKIN BOOK COMPANY	R	600.42
01	295724	11/13/2019	MATRIX COMMUNICATIONS R		4,414.73
01	295725	11/13/2019	MCEA	R	1,819.00
01	295726	11/13/2019	MEDTOX LABORATORIES IN R		139.02
01	295727	11/13/2019	MIDWEST BUS PARTS INC	R	193.50
01	295728	11/13/2019	MINNESOTA CLAY COMPAN R		2,174.39
01	295729	11/13/2019	MNSTA TREASURER	R	175.00
01	295730	11/13/2019	MPLS COMMUNITY TECHN R		1,000.00
01	295731	11/13/2019	ALBIN ACQUISITION CORP R		248.00
01	295732	11/13/2019	NEW LIFE ENTERPRISE	R	97.50
01	295733	11/13/2019	NEWSELA, INC.	R	10,000.00
01	295734	11/13/2019	NORTHERN SALT INC	R	770.00
01	295735	11/13/2019	OCCUPATIONAL MEDICINE R		125.00
01	295736	11/13/2019	RELIABLE DRUG & ALCOHO R		280.00
01	295737	11/13/2019	SCHOOL HEALTH CORPORA R		72.47
01	295738	11/13/2019	SCHOOL SPECIALTY INC	R	218.35
01	295739	11/13/2019	SNAPOLOGY OF MINNEAPO R		288.00
01	295740	11/13/2019	SOURCEWELL TECHNOLOG R		17,842.50
01	295741	11/13/2019	THURMAN, JENNIFER M	R	150.00
01	295742	11/13/2019	TRANSPORTATION PLUS, IN R		2,983.00
01	295743	11/13/2019	TRIO SUPPLY COMPANY	R	1,444.14
01	295744	11/13/2019	TRISTATE BOBCAT INC	R	3,500.00
01	295745	11/13/2019	USI INC	R	321.61
01	295746	11/13/2019	VIG SOLUTIONS INC	R	2,665.00
01	295747	11/13/2019	WAGNER GREENHOUSES IN R		570.00
01	295748	11/13/2019	ALLSTATE PETERBILT OF S R		117.36

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<b>TOTAL CHECK &amp; EPAY REGISTER</b>	<b>286,814.89</b>
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## CHECKS & E-PAY RUNS FOR 11/18/2019 BOARD REPORTS

BANK 05	DATE	AMOUNT
CHECKS	11/7/2019	63,967.77
	11/13/2019	218,596.51
E-Pays	11/7/2019	4,250.61
<b>CHECK REGISTER BANK 05 TOTAL =</b>		<b>286,814.89</b>

BREAKDOWN	
01-206-00	211,907.06
02-206-00	66,332.80
03-206-00	5,275.12
04-206-00	2,229.91
06-206-00	70.00
07-206-00	-
08-206-00	1,000.00
20-206-00	-
21-206-00	-
47-206-00	-
50-206-00	-
<b>BANK TOTAL =</b>	<b>286,814.89</b>

# SUPERINTENDENT'S REPORT AND MINUTES

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, November 18, 2019**  
**7:00 pm School Board Meeting**  
**District Board Room**

## CALL TO ORDER

The regular meeting of the Board of Education of ISD 280, Hennepin County, Richfield, Minnesota was held on Monday, November 18, 2019, in the District Boardroom. Chair Crystal Brakke called the Regular Board Meeting to order at 7:00 pm with the following school board members in attendance: Pollis, Cole, Maleck and Toensing. Member Ashmead will join the meeting later.

Student Representatives Dayani Maceo, Luz Luna Apodaca, and Naomi Ferguson were also present.

Administrators present were Superintendent Unowsky, Assistant Superintendent Roby, Chief HR & Admin Officer Holje, Principal Mahoney, and Directors Klinge and Gilligan.

## REVIEW AND APPROVAL OF THE AGENDA

Motion by Maleck, seconded by Cole, and unanimously carried, the Board of Education approved the agenda.

## INFORMATION AND PROPOSALS -- NON-ACTION ITEMS

### Public Comment

1. Kris Selting, Richfield Resident
2. Deanna Ekholm, Richfield Resident

### Superintendent Update

1. Centennial Elementary School Presentation
2. Final Audit Report
3. World's Best Workforce

## CONSENT AGENDA

Motion by Pollis, seconded by Ashmead, and unanimously carried, the Board of Education approved the consent agenda.

Routine Matters

1. Minutes of the regular meeting held November 12, 2019
2. General Disbursements as of November 13, 2019 for \$286,814.89.

Personnel Items

**Classified Full Time Resignation – Admin. & Mgmt. Support Professionals**  
**Lizzet Contreras** – Admin. Assistant 3, 11 month – RSTEM

**Classified Part Time Request for Leave of Absence – Food & Nutrition Services**

**Yuri Morales-Lopez** – 35 hr/wk Kitchen Production Cook – Centennial

**Classified Part Time Position for Employment – Facilities & Transportation**  
**Daniel Nelson** – approx. 25 hr/wk Bus Driver – Garage

**Classified Part Time Resignation – Paraprofessional**

**Marguerite Sauer** – 36.25 hr/wk Special Ed. Para – currently on leave of absence

OLD BUSINESS

A. RDLS Change Order #10

Motioned by Toensing, seconded by Maleck, and unanimously carried, the Board of Education approved Change Order #10 for the RDLS Facilities Project.

B. RSTEM Change Orders #8, #9, #10

Motioned by Toensing, seconded by Ashmead, and unanimously carried, the Board of Education approved Change Orders #8, #9, #10 for the RSTEM Facilities Project.

C. RHS Facilities Project Change Orders #5, #6, #7, #8, #9

Motioned by Toensing, seconded by Maleck, and unanimously carried, the Board of Education approved Change Orders #5, #6, #7, #8, #9 for the RHS Facilities Project.

D. RHS Asbestos Abatement Change Orders #2, #3

Motion by Pollis, seconded by Ashmead, and unanimously carried, the Board of Education approved Change Orders #2, #3 for RHS – Spring/Summer 2019 Asbestos Abatement.

E. Policy 524 & 524.1 Guidelines – Promotion, Retention, and Acceleration

Motion by Pollis, seconded by Cole, and unanimously carried, the Board of Education approved Policy 524 & 524.1 Guidelines as presented.

NEW BUSINESS

A. Sheridan Hills Bid Authorization

Motioned by Pollis, seconded by Ashmead, and unanimously carried, the Board of Education authorizes administration to seek bids for the Sheridan Hills Construction and Renovation Project.

B. Resolution - Acceptance of Fiscal Year 2019 Final Audit Report

Member Toensing introduced the following resolution and moved its adoption:

BE IT RESOLVED, by the Board of Education of Independent School District No. 280, the acceptance of the Fiscal Year 2019 annual financial audit report as prepared and presented by the auditing firm of Malloy, Montague, Karnowski & Radosevich & Company.

The motion for adoption of the foregoing resolution was duly seconded by Member Maleck, and upon vote being taken thereon, all members voted in favor thereof whereupon the resolution was declared duly passed and adopted.

ADVANCE PLANNING

A. Legislative Update

AMSD passed their 2020 Platform  
Board Review of proposed RPS Legislative Platform – feedback requested  
Schedule meeting for Legislative Study Session – proposed date January 2020

B. Information and Questions from Board

Pollis requested a report on lunch/staff training/accountability and a deeper understanding of all processes related to nutrition services.

Future Meeting Dates

12-02-19	7:00pm	Regular Board Meeting (Truth-in-Taxation Meeting)
12-16-19	7:00pm	Regular Board Meeting (Public Comment)

### C. Suggested/Future Agenda Items

1. Student Recommendations to the Board on suggested district improvements.
2. Strategic Planning 2020
3. Vision Card B

### CLOSED SESSION AS ALLOWED BY MINNESOTA STATUTE 13D.03 FOR LABOR NEGOTIATIONS STRATEGY

Motion by Pollis, seconded by Toensing, and unanimously carried, the Board of Education moved into recess at 9:05pm prior to the closed session. The purpose of the closed session was to discuss labor negotiations strategy.

### REOPEN MEETING

Motion by Toensing, seconded by Maleck, and unanimously carried, the Board of Education moved back into open session at 9:16pm.

### ADJOURN REGULAR MEETING

Motion by Ashmead, seconded by Toensing, and unanimously carried, the Board of Education adjourned the meeting at 9:17pm.

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	V2000466	11/04/2019	P-CARD BAIRD LISA	R	1,948.50
01	V2000468	11/04/2019	P-CARD BRUNNER PATTI	R	6,158.37
01	V2000469	11/04/2019	P-CARD BURT STEPHANIE	R	1,683.91
01	V2000470	11/04/2019	P-CARD CARUSO MATTHEW	R	775.68
01	V2000471	11/04/2019	P-CARD CONTRERAS LIZZET	R	371.41
01	V2000472	11/04/2019	P-CARD CRUZ ESTEVA JENNIFER	R	641.94
01	V2000473	11/04/2019	P-CARD FINDLEY LAMPKIN MELISSA	R	1,025.07
01	V2000474	11/04/2019	P-CARD FINKE RYAN	R	48.96
01	V2000475	11/04/2019	P-CARD GACEK SARAH	R	798.16
01	V2000476	11/04/2019	P-CARD GEURINK AREND	R	2,322.15
01	V2000477	11/04/2019	P-CARD GULLICKSON KEVIN	R	67.48
01	V2000478	11/04/2019	P-CARD HAUPT PAM	R	514.11
01	V2000479	11/04/2019	P-CARD HINES CARLONDREA	R	542.66
01	V2000480	11/04/2019	P-CARD HOLJE CRAIG	R	20.00
01	V2000481	11/04/2019	P-CARD KRETSINGER DAN	R	2,975.80
01	V2000482	11/04/2019	P-CARD LEWIS JENNIFER	R	819.89
01	V2000483	11/04/2019	P-CARD MACE CHRISTI JO	R	1,883.72
01	V2000484	11/04/2019	P-CARD MAHONEY COLLEEN	R	1,292.16
01	V2000485	11/04/2019	P-CARD MARYN ANGELA	R	1,905.32
01	V2000486	11/04/2019	P-CARD MCGINN DAN	R	160.11
01	V2000487	11/04/2019	P-CARD MCNAUGHTON COMMERS	R	389.69
01	V2000488	11/04/2019	P-CARD POMERLEAU DORIS	R	1,497.85
01	V2000489	11/04/2019	P-CARD SHAHSAVAND MARTA	R	6,787.56
01	V2000490	11/04/2019	P-CARD STACHEL NANCY	R	2,009.29
01	V2000491	11/04/2019	P-CARD VALLEY JENNIFER	R	314.19
01	V2000492	11/04/2019	P-CARD WINTER AMY	R	2,961.10
01	V2000493	11/04/2019	P-CARD ZEHNPENNIG ELIZABETH	R	275.28
01	295749	11/14/2019	BSN SPORTS, LLC	R	3,635.10
01	295750	11/14/2019	BYRON PUBLIC SCHOOLS	R	100.00
01	295751	11/14/2019	CATALYST BUYING GROUP LLC	R	429.99
01	295752	11/14/2019	CITY OF RICHFIELD	R	843.75
01	295753	11/14/2019	DICKS LAKEVILLE SANITATION INC	R	6,719.03
01	295754	11/14/2019	FOREST LAKE WRESTLING BOOSTER	R	140.00
01	295755	11/14/2019	JUNK MASTERS LLC	R	9,770.25
01	295756	11/14/2019	LAKE COUNTRY SCALE WORKS INC	R	1,133.00
01	295757	11/14/2019	MINNESOTA STATE HIGH SCHOOL IR	R	110.00
01	295758	11/14/2019	NATHAN M DUNBAR	R	246.00
01	295759	11/14/2019	PLAINVIEW ELGIN MILLVILLE	R	200.00
01	295760	11/14/2019	SCHOLASTIC INC	R	537.63
01	295761	11/14/2019	SOPHIA GORI	R	250.00
01	295762	11/14/2019	UNIVERSITY OF MINNESOTA	R	42,340.00
01	295763	11/14/2019	WELLERWORKS CUSTOM	R	645.15
01	295764	11/14/2019	XCEL ENERGY	R	16,668.18
01	295765	11/14/2019	CAPITAL ONE COMMERCIAL	R	548.78
01	V609502	11/14/2019	LISA M BAIRD	R	16.86
01	V609503	11/14/2019	KATHERINE E CABIESES	R	103.47
01	V609504	11/14/2019	ESTHER R CARRILLO	R	18.10
01	V609505	11/14/2019	AMY L COUGHLIN	R	16.24
01	V609506	11/14/2019	KIM M DARAITIS	R	230.00

01	V609507	11/14/2019	ANGELA E DE PENA	R	133.55
01	V609508	11/14/2019	SARAH A GACEK	R	65.80
01	V609509	11/14/2019	CHRISTINA M GONZALEZ	R	502.79
01	V609510	11/14/2019	DONNAMARIE HARDY	R	76.21
01	V609511	11/14/2019	CHARLOTTE NICHOLE WOLLENBUIR	R	64.96
01	V609512	11/14/2019	GRACE M JENNINGS	R	22.45
01	V609513	11/14/2019	RYUSUKE J JONO	R	19.72
01	V609514	11/14/2019	RACHAEL G LENMARK	R	12.76
01	V609515	11/14/2019	CHRISTI JO MACE	R	27.84
01	V609516	11/14/2019	ERIN H NEILON	R	33.06
01	V609517	11/14/2019	RENEE C REED-KARSTENS	R	27.09
01	V609518	11/14/2019	MAUREEN E RUHLAND	R	51.27
01	V609519	11/14/2019	JOSE A SALGADO GAXIOLA	R	26.05
01	V609520	11/14/2019	REBECCA S WALD	R	39.37
01	V609521	11/14/2019	PAULA J WASHINGTON	R	12.76
01	V609522	11/14/2019	MARISA E ZIMMERMAN	R	91.31
01	295766	11/20/2019	ALASAN SANNEH	R	25.00
01	295767	11/20/2019	ALLIED PROFESSIONALS, INC.	R	210.00
01	295768	11/20/2019	ANDERSON JULIE R	R	300.00
01	295769	11/20/2019	ARAMARK	R	87.97
01	295770	11/20/2019	NASCO	R	113.24
01	295771	11/20/2019	AUTO ELECTRIC OF BLOOMINGTON	R	644.00
01	295772	11/20/2019	BAYADA	R	2,190.00
01	295773	11/20/2019	BEN FRANKLIN ELECTRIC INC	R	978.00
01	295774	11/20/2019	BRINK'S INCORPORATED	R	1,404.28
01	295775	11/20/2019	BSI MECHANICAL, INC.	R	2,663.68
01	295776	11/20/2019	CABDIFITAX GESAADE	R	20.00
01	295777	11/20/2019	CDW GOVERNMENT INC	R	1,230.00
01	295778	11/20/2019	CENTURYLINK	R	142.00
01	295779	11/20/2019	CEP ART & DESIGN	R	112.50
01	295780	11/20/2019	CHAMPION YOUTH	R	1,116.50
01	295781	11/20/2019	COMCAST BUSINESS	R	295.82
01	295782	11/20/2019	CONTINENTAL RESEARCH CORP	R	1,454.04
01	295783	11/20/2019	CUB FOODS	R	362.85
01	295784	11/20/2019	CULLIGAN SOFT WATER	R	5.00
01	295785	11/20/2019	DEPARTMENT OF HUMAN SERVICES	R	601.00
01	295786	11/20/2019	DIGITAL INSURANCE LLC	R	3,468.00
01	295787	11/20/2019	DISCOUNT SCHOOL SUPPLY	R	1,021.12
01	295788	11/20/2019	EASYPERMIT POSTAGE	R	4,990.00
01	295789	11/20/2019	ECOLAB INC	R	87.98
01	295790	11/20/2019	EDPUZZLE, INC	R	2,140.00
01	295791	11/20/2019	EDUCATORS BENEFIT CONSULTAN	R	419.85
01	295792	11/20/2019	FASTENAL INDUSTRIAL	R	355.78
01	295793	11/20/2019	WW GRAINGER INC	R	564.43
01	295794	11/20/2019	GSSC-GENERAL SECURITY SERVICE	R	30.00
01	295795	11/20/2019	HAWKINS INC	R	1,099.75
01	295796	11/20/2019	HILLYARD	R	6,300.34
01	295797	11/20/2019	HOGAN ASSESSMENT SYSTEMS INC	R	800.00
01	295798	11/20/2019	HOME DEPOT U.S.A.	R	692.69
01	295799	11/20/2019	HONDA FINANCIAL SERVICES	R	256.00

01	295800	11/20/2019	HONEYWELL INTERNATIONAL	R	2,450.00
01	295801	11/20/2019	HOPE CHURCH	R	13,988.75
01	295802	11/20/2019	IDEAL AUTO GLASS	R	400.00
01	295803	11/20/2019	INDEPENDENT SCHOOL DIST #716	R	123.39
01	295804	11/20/2019	JAYTECH, INC	R	29.50
01	295805	11/20/2019	KAJEET, INC.	R	7,685.25
01	295806	11/20/2019	LAKESHORE LEARNING MATERIAL	R	579.67
01	295807	11/20/2019	LANGUAGE LINE SERVICE	R	731.99
01	295808	11/20/2019	LOFFLER	R	1,144.95
01	295809	11/20/2019	MAHAD MOHAMUD	R	15.00
01	295810	11/20/2019	MINUTEMAN PRESS OF RICHFIELD	R	1,151.50
01	295811	11/20/2019	MISF	R	50.00
01	295812	11/20/2019	MULCAHY, ROBERT S	R	91.75
01	295813	11/20/2019	MULTILINGUAL WORD INC	R	13,133.00
01	295814	11/20/2019	NCS PEARSON INC	R	384.78
01	295815	11/20/2019	NEW LIFE ENTERPRISE	R	268.80
01	295816	11/20/2019	NORTHERN SALT INC	R	770.00
01	295817	11/20/2019	NOVAK JANICE SOPHIE	R	280.00
01	295818	11/20/2019	OCCUPATIONAL MEDICINE CONSUM	R	150.00
01	295819	11/20/2019	PREMIUM WATERS INC	R	26.00
01	295820	11/20/2019	RICHFIELD ROTARY CLUB	R	70.00
01	295821	11/20/2019	RITE-WAY WATERPROOFING	R	26,400.00
01	295822	11/20/2019	SCHUMACHER ELEVATOR COMPAN	R	1,355.00
01	295823	11/20/2019	SHIFLER EQUIPMENT	R	293.69
01	295824	11/20/2019	SITONE LANDSCAPE SUPPLY LLC	R	96.52
01	295825	11/20/2019	STONE VICTORIA	R	108.08
01	295826	11/20/2019	SUCCESS BEYOND THE CLASSROOM	R	2,847.00
01	295827	11/20/2019	SUMMIT COMPANIES	R	1,725.10
01	295828	11/20/2019	TEACHER CREATED MATERIALS, IN	R	967.98
01	295829	11/20/2019	THEISEN JOSEPH A	R	180.00
01	295830	11/20/2019	TIERNEY BROTHERS INC	R	12,297.00
01	295831	11/20/2019	TOLL COMPANY	R	44.77
01	295832	11/20/2019	TWIN CITY GARAGE DOOR	R	362.50
01	295833	11/20/2019	TWIN CITY HARDWARE	R	198.00
01	295834	11/20/2019	UNITED HEALTHCARE	R	153.20
01	295835	11/20/2019	UNITED HEALTHCARE INSURANCE	R	452.68
01	295836	11/20/2019	WAGNER GREENHOUSES INC	R	690.00
01	295837	11/20/2019	WOOT MATH INC	R	107.40
01	295838	11/20/2019	XCEL ENERGY	R	43.57
01	295839	11/21/2019	GINO'S EAST LASALLE LLC	R	707.94
01	295840	11/21/2019	AMAZON.COM SYNCB/AMAZON	R	3.00
01	295841	11/21/2019	AMAZON.COM SYNCB/AMAZON	R	1.00
01	295840	11/26/2019	AMAZON.COM SYNCB/AMAZON	V	-3.00
01	295841	11/26/2019	AMAZON.COM SYNCB/AMAZON	V	-1.00
01	V609523	11/21/2019	CAROLINA J ANAYA-GENNRICH	R	159.00
01	V609524	11/21/2019	LUIS P BOLANOS	R	26.41
01	V609525	11/21/2019	PATRICIA G M DAVIS	R	14.00
01	V609526	11/21/2019	CHARLOTTE NICHOLE WOLLENBUIR	R	16.24
01	V609527	11/21/2019	TYONE L LADOUCEUR	R	15.20
01	V609528	11/21/2019	BRIDGE J MCKYE	R	83.19

01	V609529	11/21/2019	TANYA R OLSON	R	52.59
01	V609530	11/21/2019	STEVEN C PEER	R	39.24
01	V609531	11/21/2019	LYNN A SAINATI	R	222.08
01	295842	11/22/2019	TWIN CITY TRANSPORTATION	R	79,860.19
01	295843	11/25/2019	ALL FURNITURE INC	R	2,501.87
01	295844	11/25/2019	ALL STATE COMMUNICATIONS INC R		32,203.00
01	295845	11/25/2019	AQUA ENGINEERING INC	R	44,300.00
01	295846	11/25/2019	BRAUN INTERTEC CORP	R	10,149.00
01	295847	11/25/2019	ECM PUBLISHERS INC	R	321.30
01	295848	11/25/2019	HAKANSON ANDERSON ASSOCIATI R		37,100.00
01	295849	11/25/2019	ICS CONSULTING INC	R	86,804.22
01	295850	11/25/2019	INNOVATIVE OFFICE SOLUTIONS LIR		5,167.08
01	295851	11/25/2019	INSTITUTE FOR ENVIROMENTAL	R	16,953.99
01	295852	11/25/2019	INTEREUM, INC	R	980.49
01	295853	11/25/2019	LS BLACK CONSTRUCTORS, INC.	R	2,434,142.46
01	295854	11/25/2019	PHILLIP HUCH	R	6,050.00
01	295855	11/25/2019	SHAW-LUNDQUIST ASSOCIATES, IN R		1,269,117.15
01	295856	11/25/2019	SUMMIT COMPANIES	R	6,300.00
01	295857	11/25/2019	TITAN ENVIROMENTAL, INC.	R	114,434.62
01	295858	11/25/2019	TRIMARK HOCKENBERGS	R	490.00
01	295859	11/25/2019	VELOCITY DRAIN SERVICES INC	R	3,600.00
01	295860	11/25/2019	WOLD ARCHITECTS AND ENGINEEIR		242,255.97
01	295861	11/26/2019	ABILITY PLUS COMPANY	R	773.50
01	295862	11/26/2019	BAYADA	R	2,447.50
01	295863	11/26/2019	BLUE CROSS BLUE SHIELD OF MINN R		7,920.00
01	295864	11/26/2019	BSI MECHANICAL, INC.	R	9,380.13
01	295865	11/26/2019	BSN SPORTS, LLC	R	734.95
01	295866	11/26/2019	BUSINESS ESSENTIALS	R	345.90
01	295867	11/26/2019	CANON USA	R	3,922.16
01	295868	11/26/2019	CARQUEST AUTO PARTS	R	568.75
01	295869	11/26/2019	CDW GOVERNMENT INC	R	1,971.25
01	295870	11/26/2019	CITY OF RICHFIELD	R	6,652.50
01	295871	11/26/2019	CITY OF RICHFIELD	R	13,078.53
01	295872	11/26/2019	DARK KNIGHT SOLUTIONS, LLC	R	350.00
01	295873	11/26/2019	DIGI INTERNATIONAL, INC.	R	330.00
01	295874	11/26/2019	ECM PUBLISHERS INC	R	297.50
01	295875	11/26/2019	ETTEL & FRANZ ROOFING CO	R	2,412.00
01	295876	11/26/2019	FLUENCY MATTERS	R	171.00
01	295877	11/26/2019	FURTHER	R	5,382.00
01	295878	11/26/2019	WW GRAINGER INC	R	60.47
01	295879	11/26/2019	GROUP MEDICAREBLUE RX	R	7,224.00
01	295880	11/26/2019	HEART ZONES, INC	R	4,590.70
01	295881	11/26/2019	HOGLUND BUS CO INC	R	1,617.49
01	295882	11/26/2019	HOUGHTON MIFFLIN HARCOURT	R	3,479.59
01	295883	11/26/2019	HR SIMPLIFIED INC.	R	616.00
01	295884	11/26/2019	IDEAL ENERGIES LLC	R	992.09
01	295885	11/26/2019	INNOVATIVE OFFICE SOLUTIONS LIR		1,279.60
01	295886	11/26/2019	JW PEPPER & SON INC	R	249.97
01	295887	11/26/2019	KELLEY FUELS INC	R	20,755.26
01	295888	11/26/2019	KINECT ENERGY INC	R	22,208.01

01	295889	11/26/2019	KLEIN UNDERGROUND, LLC	R	5,387.35
01	295890	11/26/2019	KROONBLAWD DAVID	R	54.00
01	295891	11/26/2019	LANGUAGE TESTING INTERNATION R		140.00
01	295892	11/26/2019	LARSON PETER B	R	162.00
01	295893	11/26/2019	LEE SCHMITT CONSULTING, LLC	R	1,750.00
01	295894	11/26/2019	LUPIENT CHEVROLET	R	631.62
01	295895	11/26/2019	MACKIN BOOK COMPANY	R	1,078.04
01	295896	11/26/2019	MADISON NATIONAL LIFE INS CO I R		14,472.44
01	295897	11/26/2019	MATRIX COMMUNICATIONS INC	R	858.61
01	295898	11/26/2019	MIDWEST BUS PARTS INC	R	887.24
01	295899	11/26/2019	MINNESOTA CLAY COMPANY	R	193.21
01	295900	11/26/2019	MINNESOTA HISTORICAL SOCIETY R		327.95
01	295901	11/26/2019	MINUTEMAN PRESS OF RICHFIELD R		364.00
01	295902	11/26/2019	MINUTEMAN PRESS-BLOOMINGTOI R		180.00
01	295903	11/26/2019	MINVALCO INC	R	463.82
01	295904	11/26/2019	NEW LIFE ENTERPRISE	R	232.50
01	295905	11/26/2019	EVOLVE, INC.	R	3,600.00
01	295906	11/26/2019	RUPP ANDERSON SQUIRES & WALI R		2,593.06
01	295907	11/26/2019	RYAN JEANNIE M	R	539.27
01	295908	11/26/2019	SCHMITT MUSIC CREDIT	R	1,050.86
01	295909	11/26/2019	SCHOOL SERVICE EMPLOYEES UNIR		8,574.26
01	295910	11/26/2019	SCHOOL SPECIALTY INC	R	63.24
01	295911	11/26/2019	THE WORKS	R	160.00
01	295912	11/26/2019	TRUGREEN LIMITED PARTNERSHIP R		4,688.00
01	295913	11/26/2019	TWIN CITY TRANSPORTATION	R	93,200.21
01	295914	11/26/2019	UNITED STATES TREASURER	R	430.00
01	295915	11/26/2019	US DEPARTMENT OF EDUCATION AR		130.82
01	295916	11/26/2019	ALLSTATE PETERBILT OF S ST PAUL R		659.69
01	295917	11/26/2019	XCEL ENERGY	R	3,453.06
01	295918	11/26/2019	XCEL ENERGY CENTER	R	2,110.00
01	295919	11/26/2019	EDITION III INC	R	2,048.90

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<b>P-Card, Checks &amp; E-Pay Total</b>	<b>4,918,489.75</b>
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**P-CARDS, E-PAY & CHECK RUNS FOR  
12/02/2019 BOARD REPORTS**

<b>BANK 05</b>	<b>DATE</b>	<b>AMOUNT</b>
P-CARDS (paid 11/4/19)	11/4/2019	40,190.36
CHECKS	11/14/2019	84,316.86
	11/20/2019	128,028.64
	11/21/2019	707.94
	11/22/2019	79,860.19
	11/25/2019	4,312,871.15
	11/26/2019	270,295.00
E-Pays	11/14/2019	1,591.66
	11/21/2019	627.95

<b>CHECK REGISTER BANK 05 TOTAL =</b>	<b>4,918,489.75</b>
---------------------------------------	---------------------

**BREAKDOWN**

01-206-00	386,150.57
02-206-00	2725.14
03-206-00	202,234.70
04-206-00	9,775.19
06-206-00	4,312,871.15
07-206-00	-
08-206-00	-
20-206-00	3,218.44
21-206-00	1,514.56
47-206-00	-
50-206-00	-

<b>BANK TOTAL =</b>	<b>4,918,489.75</b>
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**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, December 2, 2019**

**Subject: PERSONNEL ITEMS**  
(Recommended by Superintendent)

That the Board of Education approve the following personnel items:

**Certified Full Time Position for Employment – 1<sup>st</sup> Year Probation**  
**Lee Janson** – Language Arts/Special Ed. LD – Senior High

**Certified Full Time Request for Unpaid Leave of Absence – Child Care**  
**Elizabeth Winslow** – Band Music – Senior High

**Certified Full Time Resignation**  
**Rochelle Rank** – Mathematics – Senior High

**Classified Full Time Position for Employment – Admin. & Mgmt. Support Professional**  
**Christine Musco** – Admin. Assistant 3, 11 month – RSTEM

**Classified Full Time Position for Employment – Outreach**  
**Shirley Bartlett** – Bilingual Outreach Worker – Central

**Classified Full Time Resignation – Facilities & Transportation**  
**Randall McMeekin** – Truck Driver – Districtwide

**Classified Full Time Resignation – Paraprofessional**  
**Christine Musco** – Clerical para – RSTEM

**Classified Part Time Position for Employment – Facilities & Transportation**  
**Brandt Larson** – approx. 25 hr/wk Bus Driver – Garage

**Classified Part time Positions for Employment – Food & Nutrition Services**  
**Carlicia Gilyard** – 32 hr/wk Kitchen Assistant – Senior High  
**Nashwa Ibrahim** – 25 hr/wk Kitchen Assistant – Senior High

**Classified Part Time Position for Employment – Other**  
**William Wlizlo** – approx. 28 hr/wk Safe Routes to School Coordinator – Districtwide

**Classified Part Time Positions for Employment – Paraprofessionals**

**Ruby MacDonald** – 35 hr/wk Special Ed. Para – RSTEM

**America Vega** – 13.75 hr/wk Managerial Para – RSTEM

**Classified Part Time Position for Employment – School Engagement Specialist**

**Alex Shimkus** – 37.5 hr/wk SES – RSTEM

**Classified Part Time Request for Unpaid Leave of Absence – Paraprofessional**

**Amy Kunkel** – 32.5 hr/wk Special Ed. Para – Middle School

**Classified Part Time Resignation – Food & Nutrition Services**

**Ryusuke Jono** – 37.5 hr/wk Production Cook – Senior High

**Classified Part Time Resignations – Paraprofessionals**

**Maria Romero** – 14.15 hr/wk Managerial Para – RDLS

**Alex Shimkus** – 35 hr/wk Special Ed. Para – RSTEM

**OLD BUSINESS – FOR ACTION**

**Agenda Item V.A.**

**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, December 2, 2019**

**SUBJECT: Richfield STEM School –2019 Asbestos Abatement Project Change Order #1**

(Recommended by Superintendent)

That the Board of Education approves RSTEM Abatement Project Change Order #1 for a net increase of \$27,825.00.

**Background Information**

Additional abatement of additional pipe insulation has been identified during the construction project at Richfield STEM School. The attached document provides details regarding the additional scope with labor and project pricing consistent with the original bid.

Change Order #1 \$27,825.00

Original project cost were \$183,300.00. The total project cost is now \$211,125.00.



# AIA®

# Document G701™ – 2017

OCT 4 2019

## Change Order

<b>PROJECT:</b> <i>(Name and address)</i> Richfield STEM School - 2019 Asbestos Removal (M) 7020 - 12th Avenue South Richfield, MN 55423	<b>CONTRACT INFORMATION:</b> Contract For: Asbestos Removal  Date: March 05, 2019	<b>CHANGE ORDER INFORMATION:</b> Change Order Number: 001  Date:
<b>OWNER:</b> <i>(Name and address)</i> Richfield ISD #280 7001 Harriet Avenue South Richfield, MN 55423	<b>ARCHITECT:</b> <i>(Name and address)</i> Institute for Environmental Assessment 9201 West Broadway North, Suite 600 Brooklyn Park, MN 55445-1926	<b>CONTRACTOR:</b> <i>(Name and address)</i> Mavo Systems, Inc. 4330 Centerville Road White Bear Lake, MN 55127

### THE CONTRACT IS CHANGED AS FOLLOWS:

*(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)*

### Additions to Contract Sum:

6/15-7/1/19: Basement / Glovebags & Wrap & Cut		\$17,455.00
112 worker hr @ \$100/hr	\$11,200.00	
36 worker hr (OT) @ \$130/hr	\$4,680.00	
6 supervisor hr @ \$105/hr	\$630.00	
7 supervisor hr (OT) @\$135/hr	\$945.00	
6/29/19: Room 323B / Glovebags & Wrap & Cut		\$780.00
6 worker hr (OT) @ \$130/hr		
6/29/19: Hallways Outside Rooms 218 & 316		\$1,975.00
Asbestos flooring removal		
10 worker hr (OT) @ \$130/hr	\$1,300.00	
5 supervisor hr (OT) @ \$135/hr	\$675.00	
7/1/19: Room 301 / Transite tabletop & sink removal		\$400.00
4 worker hr @ \$100/hr		
7/31/19: Hallway by Room 108, Rooms 208, 225, 228		\$1,850.00
and 309 / Glovebag & Wrap & Cut		
Nurse's Office VAT & Cafeteria Transite Removal		
8 worker hr @ \$100/hr	\$800.00	
10 supervisor hr @ \$105/hr	\$1,050.00	
8/1/19: Room 207 & 1st Floor Hallway by Elevator		\$1,640.00
8 worker hr @ \$100/hr	\$800.00	
8 supervisor hr @ \$105/hr	\$840.00	
8/2/19: Lower Level Locker Rooms & Storage Room 22		\$2,080.00
Glovebags & Wrap & Cut		
8.5 worker hr @ \$100/hr	\$850.00	
4 supervisor hr @ \$105/hr	\$420.00	
6 supervisor hr (OT) @ \$135/hr	\$810.00	

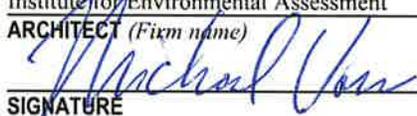
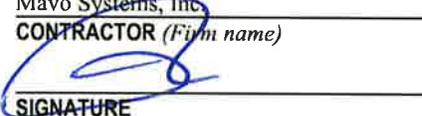
8/6/19:	Lower Level Storage Room 22 / Glovebag and Wrap & Cut 2 supervisor hr @ \$105/hr		\$210.00
8/21/19:	2nd & 3rd Floor Drinking Fountain / Glovebags 7 worker hr @ \$100/hr 7 supervisor hr @ \$105/hr	\$700.00 \$735.00	\$1,435.00
<b>Total Change to Contract Sum:</b>			<b>\$27,825.00</b>

The original Contract Sum was	\$ 183,300.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 183,300.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 27,825.00
The new Contract Sum including this Change Order will be	\$ 211,125.00

The Contract Time will be unchanged by Zero (0) days.  
The new date of Substantial Completion will be July 5, 2019.

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<u>Institute for Environmental Assessment</u> <b>ARCHITECT (Firm name)</b>  <b>SIGNATURE</b> <u>Michael Voss, Project Manager</u> <b>PRINTED NAME AND TITLE</b> <u>9-18-19</u> <b>DATE</b>	<u>Mavo Systems, Inc.</u> <b>CONTRACTOR (Firm name)</b>  <b>SIGNATURE</b> <u>Larry Reese, Project Manager</u> <b>PRINTED NAME AND TITLE</b> <u>10/2/19</u> <b>DATE</b>	<u>Richfield ISD #280</u> <b>OWNER (Firm name)</b>  <b>SIGNATURE</b> <u>Craig Holje, Chief H/R &amp; Admin Officer</u> <b>PRINTED NAME AND TITLE</b>  <b>DATE</b>
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**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, December 2, 2019**

**SUBJECT: Bid Award – Centennial Elementary School – 2019 Renovations**

It is recommended by the Superintendent that the Board of Education award the bid for the Centennial Elementary School - 2019 Renovations to Ebert Inc. dba Ebert Construction, who was the lowest bidder with a bid of \$6,759,200.00 and authorize the administration to enter into a contract for the project.

**Background Information**

(Prepared by Craig Holje and Andy Faulkner – Project Director ICS Consulting)

On Tuesday, November 12, 2019, we received nine (9) bids for the above referenced project. ICS Consulting, Inc. has reviewed the bids received for the above-referenced project. We have contacted the apparent low bidder, Ebert Inc. dba Ebert Construction, and have confirmed that their bid is valid.

Base Bid and Alternates

Ebert Inc. dba Ebert Construction	\$6,723,000.00
Alternated No. 1: New operable Wall system	36,200.00
<b>TOTAL CONTRACT</b>	<b>\$6,759,200.00</b>

Specific information and bid tabulation is included in the additional materials in this packet.



November 25, 2019

Board of Education  
Independent School District #280  
7001 Harriet Avenue South  
Richfield, MN 55423

Re: ISD #280 Richfield Public Schools  
Centennial Elementary School – 2019 Renovations

Dear Board Members:

On Tuesday, November 12, 2019, we received nine (9) bids for the above-referenced project. A copy of the bid tabulation is enclosed for your review.

ICS Consulting, Inc. has reviewed the bids received for the above-referenced project. We have met with the apparent low bidder, Ebert Inc dba Ebert Construction, and have confirmed that their bid is valid. Our itemized recommendation is as follows:

**Base Bid and Alternates**

Ebert Inc dba Ebert Construction	\$6,723,000.00
Alternate No. 1: New operable wall system	\$36,200.00

<b>TOTAL CONTRACT</b>	<b>\$6,759,200.00</b>
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We recommend that the District enter into a contract with Ebert Inc dba Ebert Construction of Corcoran, Minnesota for the total bid amount of Six Million Seven Hundred Fifty-Nine Thousand Two Hundred Dollars and No/Cents (\$6,759,200.00).

Upon Board action, we will draft a contract reflecting this amount to the Contractor.

Enclosed are copies of the official bid tabulation, bid forms, bid securities, and Ebert's proposed first tier subcontractor list. Please contact us at 763-354-2670 should you have any questions regarding our recommendation.

Regards,

A handwritten signature in black ink, appearing to read "Andy Faulkner".

Vice President of Construction

AF/rw  
Enclosures

cc: Taylor Rugroden, ICS Consulting, Inc.

**Centennial Elementary School - 2019 Renovations**

**BID TABULATIONS**

OWNER: Richfield Public Schools, ISD #280

OWNER'S REPRESENTATIVE: ICS Consulting, Inc.

Tuesday, November 12, 2019 at 2 p.m.

ARCHITECT/ENGINEER: Wold Architects and Engineers

**SINGLE PRIME**

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	Ebert Inc dba Ebert Construction 23350 County Rd. 10 Corcoran, MN 55357 763-498-7844	Construction Results Corporation 14170 23rd Avenue Plymouth, MN 55447 763-559-1100	Rochon Corporation 28 2nd Street N.W., #200 Osseo, MN 55369 763-559-9393	CM Construction Company, Inc. 12215 Nicollet Avenue South Burnsville, MN 55337 952-895-8223	Shaw-Lundquist Associates, Inc. 2757 West Service Rd. St. Paul, MN 55121 651-454-0670	
<b>BID SECURITY</b>	X	X	X	X	X	
<b>ADDENDA REC'D.</b>	1,2,3	1,2,3	1,2,3	1,2,3	1,2,3	
<b>BASE BID:</b>	\$672,300.00	\$6,818,240.00	\$6,883,000.00	\$6,900,000.00	\$6,919,000.00	
MIN Responsible Contractor Compliance	X	X	X	X	X	
<b>ALTERNATES:</b>						
Alt. No. 1: New operable wall system	ADD: \$36,200.00	ADD: \$39,000.00	ADD: \$42,000.00	ADD: \$44,000.00	ADD: \$42,000.00	

**Centennial Elementary School - 2019 Renovations**

**BID TABULATIONS**

OWNER: Richfield Public Schools, ISD #280

OWNER'S REPRESENTATIVE: ICS Consulting, Inc.

Tuesday, November 12, 2019 at 2 p.m.

ARCHITECT/ENGINEER: Wold Architects and Engineers

**SINGLE PRIME**

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
	L.S. Black Constructors, Inc. 1959 Sloan Place, Suite 220 St. Paul, MN 55117 651-774-8445	Met-Con Construction, Inc. 15760 Acorn Trail Faribault, MN 55021 507-332-2266	Langer Construction Company 54 Moreland Avenue E. West St. Paul, MN 55118 651-457-5993	Corval Constructors, Inc. 1633 Eustis Street St. Paul, MN 55108 651-645-0451	
<b>BID SECURITY</b>	X	X	X	X	
<b>ADDENDA REC'D.</b>	1,2,3	1,2,3	1,2,3	1,2,3	
<b>BASE BID:</b>	\$6,955,000.00	\$6,979,000.00	\$6,995,000.00	\$7,534,135.00	
MN Responsible Contractor Compliance	X	X	X	X	
<b>ALTERNATES:</b>					
Alt. No. 1: New operable wall system	ADD: \$59,000.00	ADD: \$49,000.00	ADD: \$39,000.00	ADD: \$46,000.00	

Centennial Elementary School - 2019 Renovations

BID TABULATIONS

OWNER: Richfield Public Schools, ISD #280

OWNER'S REPRESENTATIVE: ICS Consulting, Inc.

Tuesday, November 12, 2019 at 2 p.m.

ARCHITECT/ENGINEER: Wold Architects and Engineers

		SINGLE PRIME			
		BIDDER	BIDDER	BIDDER	BIDDER
	LANGIER CONSTRUCTION	CIM CONSTRUCT- ION COMPANY	CONSTRUCTION RESULTS	MET-CON	CORVAL
BID SECURITY	YES	YES	YES	YES	YES
ADDENDA REC'D.	YES	YES	YES	YES	YES
BASE BID:	\$6,995,000	\$6,900,000	\$6,818,240	\$6,979,000	\$7,534,135
MN Responsible Contractor Compliance					
ALTERNATES:					
Alt. No. 1: New operable wall system	\$39,000	\$44,000	\$39,000	\$49,000	\$46,000

Centennial Elementary School - 2019 Renovations

BID TABULATIONS

OWNER: Richfield Public Schools, ISD #280

OWNER'S REPRESENTATIVE: ICS Consulting, Inc.

Tuesday, November 12, 2019 at 2 p.m.

ARCHITECT/ENGINEER: Wold Architects and Engineers

		SINGLE PRIME		
	BIDDER	BIDDER	BIDDER	BIDDER
	ROCHFOW	SHAW-LUMBQUIST	LS. BLACK	EBERT
BID SECURITY	YES	YES	YES	YES
ADDENDA REC'D.	YES	YES	YES	YES
BASE BID:	\$ 6,883,000	\$ 6,919,000	6,955,000	6,723,000
MN Responsible Contractor Compliance				
ALTERNATES:				
Alt. No. 1: New operable wall system	\$ 42,000	\$ 42,000	\$ 59,000	\$ 36,200

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: CENTENNIAL ELEMENTARY SCHOOL – 2019 RENOVATIONS 7315 BLOOMINGTON AVE S RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280 District Office Boardroom 7001 Harriet Avenue South Richfield, Minnesota 55423

BID FROM: Ebert Inc dba Ebert Construction

We have examined the Contract Documents for the proposed Centennial Elementary School – 2019 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1,2,3 issued thereto.

- 1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
a. Phase 1: Media Center Demolition. – June 7, 2020.
b. Phase 2: Boiler Room Renovation, and Steam Pipe removal – October 16, 2020.
c. Phase 3: Renovation of existing building - August 19, 2020.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

- 1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Six million Seven Hundred twenty three thousand Dollars \$6,723,000

B. Alternates

- 1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

- a. Alternate No. 1 – New Operable Wall System

(Deduct) Thirty Six thousand two Hundred Dollars \$36,200



SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

Ebert Inc dba Ebert Construction

The undersigned, the Owner or Officer of \_\_\_\_\_ (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
  - i. Is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
  
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
  - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;
  
3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
  
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
  
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
  
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and



**MERCHANTS**  
**BONDING COMPANY™**

MERCHANTS BONDING COMPANY (MUTUAL) P.O. BOX 14498, DES MOINES, IOWA 50306-3498  
PHONE: (800) 678-8171 FAX: (515) 243-3854

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*

**Ebert, Inc.**  
**23350 County Road 10**  
**Corcoran, MN 55357**

**SURETY:**

*(Name, legal status and principal place of business)*

**Merchants Bonding Company (Mutual)**  
**A Corporation**  
**6700 Westown Parkway, West Des Moines, IA 50266**

**OWNER:**

*(Name, legal status and address)*

**Independent School District No. 280**  
**7001 Harriet Ave. S**  
**Richfield, MN 55423**

**BOND AMOUNT: Five Percent of the Bid Submitted**

**PROJECT:**

*(Name, location or address, and Project number, if any)*

**Centennial Elementary School - 2019 Renovations**

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

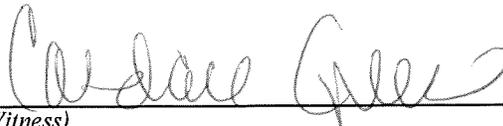
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **12th** day of **November** **2019**

  
*(Witness)*

**Ebert, Inc.**



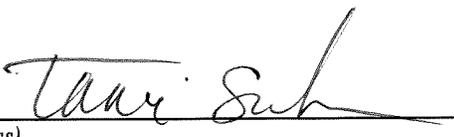
*(Principal)*

*(Seal)*

**Markus Ross Ebert**

**Vice President & Secretary**

*(Title)*

  
*(Witness)*

**Merchants Bonding Company (Mutual)**

*(Surety)*

*(Seal)*

  
**Megan Nicole Scott**

**Attorney-in-Fact**

CON 0657 (2/15)

Printed in cooperation with American Institute of Architects (AIA). The language in this document conforms exactly to the language used in AIA Document A310-Bid Bond-2010

ACKNOWLEDGMENT OF INDIVIDUAL

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT OF PRINCIPAL

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me personally appeared \_\_\_\_\_, known to me to be the individual whose name is subscribed on this bond form, who acknowledged that this bond was executed for the purposes therein contained.

Notary Seal

\_\_\_\_\_  
Notary Public

ACKNOWLEDGMENT OF PARTNERSHIP

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) ss.

ACKNOWLEDGMENT OF PRINCIPAL

On this \_\_\_\_\_ day of \_\_\_\_\_, 2007, before me personally appeared \_\_\_\_\_, known to me to be a partner in the partnership whose name is subscribed on this bond form, who acknowledged to me that the bond was executed on behalf of the partnership for the purposes therein contained.

Notary Seal

\_\_\_\_\_  
Notary Public

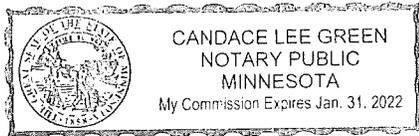
ACKNOWLEDGMENT OF CORPORATION

State of Minnesota )  
County of Hennepin ) ss.

ACKNOWLEDGMENT OF PRINCIPAL

On this 12th day of November, 2019 before me personally appeared Markus Ross Ebert, who acknowledged that he or she is the Vice President of a corporation whose name is subscribed on this bond form, and that, as a corporate officer, he or she is authorized to execute the bond for the purposes therein contained.

Notary Seal



Candace Lee Green  
Notary Public

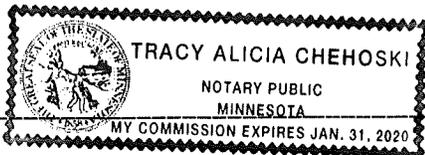
ACKNOWLEDGMENT OF SURETY

State of Minnesota )  
County of Hennepin ) ss.

ACKNOWLEDGMENT OF SURETY

On this 12th day of November, 2019 before me personally appeared Megan Nicole Scott, who acknowledged that he or she is the attorney in fact who is authorized on behalf of Merchants Bonding Company, corporation, on the behalf of the corporation.

Notary Seal



Tracy Alicia Chehoski  
Notary Public

**MERCHANTS**  
**BONDING COMPANY**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations of the State of Iowa (herein collectively called the "Companies") do hereby make, constitute and appoint, individually, Aileen Geving; Christine Scott; Christopher James; Dee Ann Briegel; Emily Tschimperle; Gregg K Boomgard; James Erickson; Janet L Roth; John C Klein; Kristin B Schiferl; Kristin M Bakos; Larry Sumbs; Megan Nicole Scott; Nathan Weaver; Stephen M Klein; Tracy Chehoski; Wendy M Schmid

their true and lawful Attorney(s)-in-Fact, to sign its name as surety(ies) and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

This Power-of-Attorney is granted and is signed and sealed by facsimile under and by authority of the following By-Laws adopted by the Board of Directors of Merchants Bonding Company (Mutual) on April 23, 2011 and amended August 14, 2015 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 16, 2015.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof."

"The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.

In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner-Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 20th day of March, 2019.

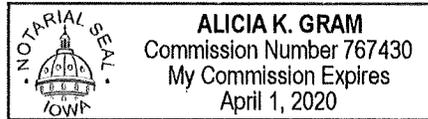


MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By *Larry Taylor*  
President

STATE OF IOWA  
COUNTY OF DALLAS ss.

On this this 20th day of March 2019, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument are the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.



*Alicia K. Gram*  
Notary Public

(Expiration of notary's commission does not invalidate this instrument)

I, William Warner, Jr., Secretary of MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 12th day of November, 2019.



*William Warner Jr.*  
Secretary

# **WORKFORCE** **CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **EBERT CONSTRUCTION, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: **4/27/2018**

Certificate expiration date: **4/26/2022**

**Minnesota Department of Human Rights**

**FOR THE DEPARTMENT BY:**

A handwritten signature in black ink, appearing to read "Kevin M. Lindsey". The signature is written in a cursive style with a large initial "K" and a long, sweeping underline.

Kevin M. Lindsey, Commissioner



**EQUAL PAY**  
**CERTIFICATE OF COMPLIANCE**

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that EBERT CONSTRUCTION, INC. is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.44.

**Certificate start date: August 7, 2018**

**Certificate expiration date: August 6, 2022**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'Kevin M. Lindsey'.

Kevin M. Lindsey, Commissioner

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: CENTENNIAL ELEMENTARY SCHOOL – 2019 RENOVATIONS 7315 BLOOMINGTON AVE S RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280 District Office Boardroom 7001 Harriet Avenue South Richfield, Minnesota 55423

BID FROM: Construction Results Corporation

We have examined the Contract Documents for the proposed Centennial Elementary School – 2019 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2, 3 issued thereto.

- 1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
a. Phase 1: Media Center Demolition. – June 7, 2020.
b. Phase 2: Boiler Room Renovation, and Steam Pipe removal – October 16, 2020.
c. Phase 3: Renovation of existing building - August 19, 2020.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

- 1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Dollars \$ 6,818,240

B. Alternates

- 1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

Alternate No. 1 – New Operable Wall System

Add/Deduct Dollars \$ 39,000

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

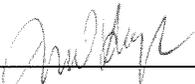
DATE November 12, 2019

FIRM NAME Construction Results Corporation

OFFICIAL ADDRESS 14170 23rd Avenue  
Plymouth, MN 55447

TELEPHONE NUMBER (763) 559-1100

FAX NUMBER (763) 553-0494

BY  **Mark Snyder**

TITLE (Owner or Officer) President

STATE OF Minnesota )  
 )SS.  
COUNTY OF Hennepin )

Sworn to and subscribed to before me this 12th day of Nov., 20 19.

Mary L. Hoiland  
Notary Public, Hennepin County, State of Minnesota

My Commission Expires: January 31, 2020



END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Construction Results Corporation (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
  - i. Is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
  
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
  - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;
  
3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
  
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
  
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
  
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and





**ACKNOWLEDGEMENT OF SURETY**

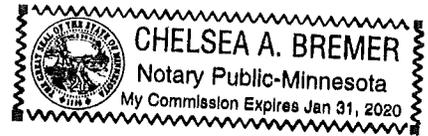
State of Minnesota

County of Hennepin

On this the 5th day of November, 2019, before me, Chelsea A. Bremer  
Notary Public, personally appeared David J. Rudnik, personally known to me to be the  
person whose name is subscribed to the within instrument and acknowledged to me all that he/she executed  
the same in his/her authorized capacities, and that by his/her signature(s) on the instrument the person(s), or  
the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Chelsea A. Bremer (Seal)





**BID BOND POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**David J. Rudnik of the state of Florida**

**Chelsea A. Bremer of the state of Minnesota**

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 11th day of October, 20 19 at New York, New York.



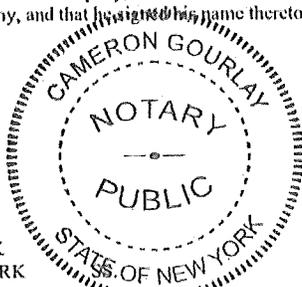
Attest Dina Daskalakis  
Dina Daskalakis, Corporate Secretary

HUDSON INSURANCE COMPANY  
By Michael P. Cifone  
Michael P. Cifone, Senior Vice President

STATE OF NEW YORK  
COUNTY OF NEW YORK      SS.

On the 11th day of October, 20 19 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



Cameron Gourlay  
CAMERON GOURLAY  
Notary Public, State of New York  
No. 01G06372305  
Qualified in New York County  
Commission Expires June 4, 2022

STATE OF NEW YORK  
COUNTY OF NEW YORK

**CERTIFICATION**

The undersigned Dina Daskalakis hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOVLED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 5th day of November, 20 19

By Dina Daskalakis  
Dina Daskalakis, Corporate Secretary

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: CENTENNIAL ELEMENTARY SCHOOL – 2019 RENOVATIONS 7315 BLOOMINGTON AVE S RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280 District Office Boardroom 7001 Harriet Avenue South Richfield, Minnesota 55423

BID FROM: Rochon Corporation

We have examined the Contract Documents for the proposed Centennial Elementary School – 2019 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2, 3 issued thereto.

- 1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
a. Phase 1: Media Center Demolition. – June 7, 2020.
b. Phase 2: Boiler Room Renovation, and Steam Pipe removal – October 16, 2020.
c. Phase 3: Renovation of existing building - August 19, 2020.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

- 1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Six million eight hundred eighty three dollars Dollars \$ 6,883,000.00

B. Alternates

- 1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

- a. Alternate No. 1 – New Operable Wall System

Add/Deduct Forty two thousand and no/100 Dollars \$ 42,000.00

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE 11/12/2019

FIRM NAME Rochon Corporation

OFFICIAL ADDRESS 28 2nd Street NW, #200  
Osseo, MN 55369

TELEPHONE NUMBER ( 763 ) 559-9393

FAX NUMBER ( 763 ) 559-8101

BY Jerry Braton

TITLE (Owner or Officer) CEO

STATE OF MN )

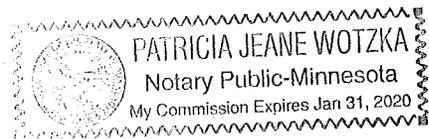
COUNTY OF Hennepin )SS.

Sworn to and subscribed to before me this 12 day of Nov, 2019.

Notary Public, Patricia Jeane Wotzka Hennepin County, State of MN

My Commission Expires: 1-31-2020

END OF SECTION 00 41 13



SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Rochon Corporation (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
  - i. Is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
  - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and



**BID BOND**

**CONTRACTOR:**

*(Name, legal status and address)*  
Rochon Corporation  
28 2nd Street NW, Suite 200  
Osseo, MN 55369

**OWNER:**

*(Name, legal status and address)* Independent School District No. 280  
7001 Harriet Ave. S  
Richfield, MN 55423

**BOND AMOUNT:** Five Percent of the Bid Submitted

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
Centennial Elementary School - 2019 Renovations

**SURETY:**

North American Specialty Insurance Company  
1450 American Lane, Suite 1100  
Schaumburg, IL 60173

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

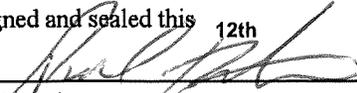
Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of November 2019

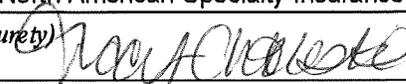
  
\_\_\_\_\_  
(Witness)

  
\_\_\_\_\_  
(Witness)

Rochon Corporation  
\_\_\_\_\_  
(Principal) (Seal)

  
\_\_\_\_\_  
(Title)

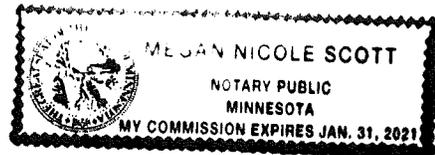
North American Specialty Insurance Company  
\_\_\_\_\_  
(Surety) (Seal)

  
\_\_\_\_\_  
(Title) Tracy Chekoski Attorney-In-Fact

**STATE OF MINNESOTA**

On this 12th day of November, 2019, before me appeared Tracy Chehoski to me personally known, who, being duly sworn, did say that he or she is the **Attorney-in-Fact**                      of North American Specialty Insurance Company, that the seal affixed to the foregoing instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and said acknowledged said instrument to be the free act and deed of said corporation.

Megan Scott  
notary public



SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY  
WASHINGTON INTERNATIONAL INSURANCE COMPANY

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under laws of the State of New Hampshire, and having its principal office in the City of Overland Park, Kansas, and Washington International Insurance Company, a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Overland Park, Kansas, each does hereby make, constitute and appoint:

CHRISTINE M. SCOTT, WENDY M. SCHMID, EMILY TSCHIMPERLE,  
TRACY CHEHOSKI, MEGAN NICOLE SCOTT and NATHAN WEAVER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of: FIFTY MILLION (\$50,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on the 9<sup>th</sup> of May, 2012:

“RESOLVED, that any two of the Presidents, any Managing Director, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”



By [Signature]  
Steven P. Anderson, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company



By [Signature]  
Michael A. Ito, Senior Vice President of Washington International Insurance Company  
& Senior Vice President of North American Specialty Insurance Company

IN WITNESS WHEREOF, North American Specialty Insurance Company and Washington International Insurance Company have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 18th day of SEPTEMBER, 2018.

**North American Specialty Insurance Company**  
**Washington International Insurance Company**

State of Illinois  
County of Cook                      ss:

On this 18th day of SEPTEMBER, 2018, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Michael A. Ito, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



[Signature]  
M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Assistant Secretary of North American Specialty Insurance Company and Washington International Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company and Washington International Insurance Company, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 12th day of November, 202019.

[Signature]  
Jeffrey Goldberg, Vice President & Assistant Secretary of  
Washington International Insurance Company & North American Specialty Insurance Company

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: CENTENNIAL ELEMENTARY SCHOOL – 2019 RENOVATIONS 7315 BLOOMINGTON AVE S RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280 District Office Boardroom 7001 Harriet Avenue South Richfield, Minnesota 55423

BID FROM: CM Construction Company, Inc.

We have examined the Contract Documents for the proposed Centennial Elementary School – 2019 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1,2,3 issued thereto.

- 1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
a. Phase 1: Media Center Demolition. – June 7, 2020.
b. Phase 2: Boiler Room Renovation, and Steam Pipe removal – October 16, 2020.
c. Phase 3: Renovation of existing building - August 19, 2020.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

- 1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Six million nine hundred thousand Dollars \$ 6,900,000

B. Alternates

- 1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

a. Alternate No. 1 – New Operable Wall System

Add/Deduct Forty four thousand Dollars \$ 44,000

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE 11/12/2019

FIRM NAME CM Construction Company, Inc.

OFFICIAL ADDRESS 12215 Nicollet Avenue South  
Burnsville, MN 55337

TELEPHONE NUMBER ( 952 ) 895-8223

FAX NUMBER ( 952 ) 895-8183

BY  (Mary Lynn Peterson)

TITLE (Owner or Officer) President

STATE OF Minnesota )  
 )SS.  
COUNTY OF Dakota )

Sworn to and subscribed to before me this 12th day of Nov., 2019.

Notary Public, Hennepin County, State of Minnesota

My Commission Expires: 01/31/2025



END OF SECTION 00 41 13



SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of CM Construction Company, Inc. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
  - i. Is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
  
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
  - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
  
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
  
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
  
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

# Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
CM Construction Company, Inc.

12215 Nicollet Ave S  
Burnsville, MN 55337

**OWNER:**

(Name, legal status and address)  
Independent School District No. 280, Richfield Public Schools

7001 Harriet Avenue S.  
Richfield, MN 55423

**BOND AMOUNT:**

Five Percent (5%) of Total Amount Bid

**PROJECT:**

(Name, location or address, and Project number, if any)  
Centennial Elementary School - 2019 Renovations, 7315 Bloomington Avenue South, Richfield, Minnesota 55423

**SURETY:**

(Name, legal status and principal place of business)

Western Surety Company  
151 N Franklin Street  
Chicago, IL 60606

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

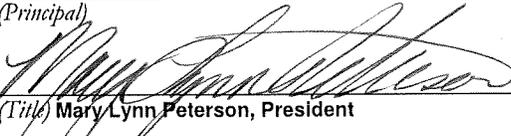
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of November, 2019.

  
(Witness)

CM Construction Company, Inc.  
(Principal)

  
(Title) Mary Lynn Peterson, President

Western Surety Company  
(Surety)

  
(Title) Lin Ulven, Attorney-in-Fact

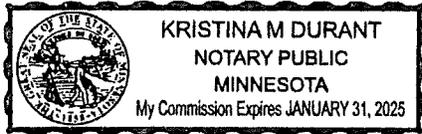


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Dakota )

On this 12th day of November 2019, before me appeared Mary Lynn Peterson, to me personally known, who, being by me duly sworn, did say that he/she is the President of CM Construction Company, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Mary Lynn Peterson acknowledged said instrument to be the free act and deed of said corporation.

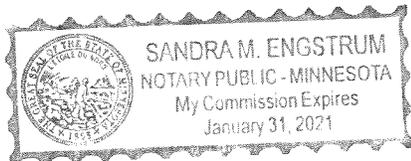


Kristina M Durant  
Notary Public Hennepin County, MN  
My commission expires January 31, 2025

SURETY ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Hennepin )

On this 12th day of November 2019, before me appeared Lin Ulven, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Western Surety Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Lin Ulven acknowledged said instrument to be the free act and deed of said corporation.



Sandra M Engstrum  
Notary Public Hennepin County, Minnesota  
My commission expires 1/31/2021

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**R. Scott Egginton, R. W. Frank, Ted Jorgensen, Sandra M. Engstrum, Colby D. White, Joshua R. Loftis, John E. Tauer, Melinda C. Blodgett, R. C. Bowman, Kurt C. Lundblad, Brian J. Oestreich, Jerome T. Ouimet, Rachel Thomas, Lin Ulven, Nicole Stillings, Individually**

of Minneapolis, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

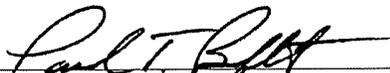
and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 26th day of March, 2019.

WESTERN SURETY COMPANY



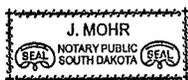
  
Paul T. Bruflat, Vice President

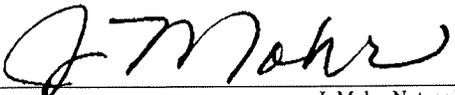
State of South Dakota }  
County of Minnehaha } ss

On this 26th day of March, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



  
J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 12th day of November 2019



WESTERN SURETY COMPANY

  
L. Nelson, Assistant Secretary

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: CENTENNIAL ELEMENTARY SCHOOL –  
2019 RENOVATIONS  
7315 BLOOMINGTON AVE S  
RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280  
District Office Boardroom  
7001 Harriet Avenue South  
Richfield, Minnesota 55423

BID FROM: Shaw-Lundquist Associates, Inc.

We have examined the Contract Documents for the proposed Centennial Elementary School – 2019 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1,2,3 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
  - a. Phase 1: Media Center Demolition. – June 7, 2020.
  - b. Phase 2: Boiler Room Renovation, and Steam Pipe removal – October 16, 2020.
  - c. Phase 3: Renovation of existing building - August 19, 2020.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Six Million Nine hundred + Dollars \$ 6,919,000

B. Alternates

Nineteen Thousand

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

- a. Alternate No. 1 – New Operable Wall System

Add/Deduct Forty Two Thousand Dollars Dollars \$ 42,000

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

DATE 11/12/2019

FIRM NAME Shaw-Lundquist Associates, Inc.

OFFICIAL ADDRESS 2757 West Service Road  
St. Paul, Minnesota 55121

TELEPHONE NUMBER ( 651 ) 454-0670

FAX NUMBER ( 651 ) 454-7982

BY  , Thomas J. Meyers, Vice President

TITLE (Owner or Officer) Vice President



STATE OF Minnesota )  
 )SS.  
COUNTY OF Dakota )

Sworn to and subscribed to before me this 12th day of Nov., 2019.

Notary Public, \_\_\_\_\_ Dakota County, State of Minnesota

My Commission Expires: 01-31-2021

**END OF SECTION 00 41 13**

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Shaw-Lundquist Associates, Inc. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
  - i. Is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
  
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
  - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;
  
3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
  
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
  
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
  
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR

Shaw-Lundquist Associates, Inc.

By:  , Thomas J. Meyers

Its: Vice President

STATE OF Minnesota )

)SS.

COUNTY OF Dakota )

Sworn to and subscribed to before me this 12th day of November, 2019.

Notary Public, Dakota County, State of Minnesota

My Commission Expires: 01-31-2021

**END OF SECTION 00 41 15**

**Bid Bond**

**CONTRACTOR:**

*(Name, legal status and address)*  
Shaw-Lundquist Associates, Inc.

2757 W Service Road  
St. Paul, MN 55121

**SURETY:**

*(Name, legal status and principal place of business)*  
Fidelity and Deposit Company of Maryland

1299 Zurich Way, 5th Floor  
Schaumburg, IL 60196-1056

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

*(Name, legal status and address)*  
Independent School District No. 280, Richfield Public Schools

7001 Harriet Avenue S.  
Richfield, MN 55423

**BOND AMOUNT:**

Five Percent (5%) of Total Amount Bid

**PROJECT:**

*(Name, location or address, and Project number, if any)*  
Centennial Elementary School - 2019 Renovations, 7315 Bloomington Avenue South, Richfield, Minnesota 55423

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of November, 2019.

*(Handwritten signature)*  
\_\_\_\_\_  
*(Witness)*

Shaw-Lundquist Associates, Inc.  
*(Principal)* \_\_\_\_\_ *(Seal)*

*(Handwritten signature)*  
\_\_\_\_\_  
*(Title)*, THOMAS J. MEYERS, VICE PRESIDENT

*(Handwritten signature)*  
\_\_\_\_\_  
*(Witness)*

Fidelity and Deposit Company of Maryland  
*(Surety)* \_\_\_\_\_ *(Seal)*

*(Handwritten signature)*  
\_\_\_\_\_  
*(Title)* Melinda C. Blodgett, Attorney-in-Fact

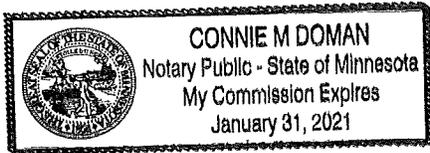


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CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of DAKOTA )

On this 12th day of November 2019, before me appeared THOMAS J. MEYERS, to me personally known, who, being by me duly sworn, did say that he/she is the VICE PRESIDENT of Shaw-Lundquist Associates, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said THOMAS J. MEYERS acknowledged said instrument to be the free act and deed of said corporation.

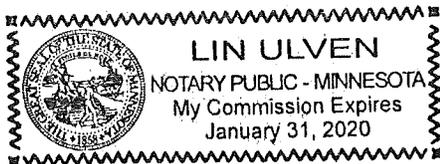


Connie M Doman  
Notary Public DAKOTA County, MINNESOTA  
My commission expires 01-31-2021

SURETY ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Hennepin )

On this 12th day of November 2019, before me appeared Melinda C. Blodgett, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Fidelity and Deposit Company of Maryland, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Melinda C. Blodgett acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public Ramsey County, Minnesota  
My commission expires 1/31/2020

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Melinda C. BLODGETT, Colby D. WHITE, Jerome T. OUIMET, Nicole STILLINGS, John E. TAUER, Joshua R. LOFTIS, Kurt C. LUNDBLAD, Ted JORGENSEN, R. C. BOWMAN, and Brian J. OESTREICH**, all of Minneapolis, Minnesota, **EACH**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of June, A.D. 2019.



**ATTEST:**  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

State of Maryland  
County of Baltimore

On this 26th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023

# Certificate of Corporate Resolution

**Shaw-Lundquist Associates, Inc.**

## Authorization to Submit Proposal

I, Hoyt Hsiao, Secretary of Shaw-Lundquist Associates, Inc., do hereby certify that at a duly constituted meeting of the Directors of the Corporation held at the office of the Corporation on 12th of November, 2019, it was upon motion duly made and seconded, that it be VOTED:

**For the Corporation to submit a Proposal for the: Centennial Elementary School 2019 Renovations located in Richfield, Minnesota.**

It was upon further motion made and seconded that it be VOTED: That Thomas J. Meyers, as Vice President of the Corporation, be empowered, authorized and directed to execute, deliver and accept any, and all documents and undertake all acts reasonably required or incidental to accomplish the foregoing vote, all on such terms and conditions as he in his discretion deems to be in the best interests of the Corporation.

I further certify that the foregoing votes are in full force without rescission, modification or amendment.

Signed under seal this 12th of November, in the Year of 2019.

A TRUE RECORD

ATTEST

  
\_\_\_\_\_

  
\_\_\_\_\_

Secretary – Hoyt Hsiao

**Shaw-Lundquist Associates, Inc.**

2757 West Service Road

St. Paul, Minnesota 55121

**State of Incorporation: MINNESOTA**



## WORKFORCE CERTIFICATE OF COMPLIANCE

The Commissioner of the Minnesota Department of Human Rights by the signature below attests that **SHAW-LUNDQUIST ASSOCIATES, INC.** is hereby certified as a contractor under the Minnesota Human Rights Act, §363A.

Certificate start date: **2/22/2018**  
Certificate expiration date: **2/21/2022**

Minnesota Department of Human Rights

FOR THE DEPARTMENT BY:

A handwritten signature in black ink, appearing to read 'Kevin M. Lindsey'.

Kevin M. Lindsey, Commissioner

---

AN EQUAL OPPORTUNITY EMPLOYER

Freeman Building • 625 Robert Street North • Saint Paul, MN 55155 • Tel 651.539.1100  
MN Relay 711 or 1.800.627.3529 • Toll Free 1.800.657.3704 • Fax 651.296.9042 • mn.gov/mdhr



**SHAW - LUNDQUIST  
ASSOCIATES INC**

**Equal Employment Opportunity Policy Statement**

This is to affirm Shaw-Lundquist Associates Inc. policy on providing Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity / Affirmative Action laws, directives and regulations of Federal, State and Local Governing bodies or agencies thereof, specifically Minnesota Statutes §363.

Shaw-Lundquist Associates Inc. will not discriminate against or harass any employee or applicant for employment because of race, color, creed, religion, national origin, gender, gender identify, disability, age, marital status, or status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status.

Shaw-Lundquist Associates Inc. will take Affirmative Action to ensure that all employment practices are free of such discriminations. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, application, testing, selection, hiring, placement, orientation, on-the-job and external training, educational assistance, transfer opportunity, promotion, company sponsored social and recreational activities, benefits, recall, layoff or termination, disciplinary action, rates of pay or other forms of compensation, and selection for training including apprenticeship and all other terms and conditions of employment.

Shaw-Lundquist Associates Inc. will commit the necessary time and resources, both financial and human, to achieve the goals of Equal Opportunity and Affirmative Action.

Shaw-Lundquist Associates Inc. fully supports incorporation of non-discrimination and Affirmative Action rules and regulations into contracts.

Shaw-Lundquist Associates Inc. will evaluate the performance of its management and supervisory personnel on the basis of their involvement in achieving these Affirmative Action objectives as well as other established criteria. Any employee of this company, or subcontractors to this employer, who does not comply with Equal Employment Opportunity policies and procedures as set forth in this Statement and Plan will be subject to disciplinary action. Any subcontractor not complying with all applicable Equal Employment Opportunity / Affirmative Action laws, directives and regulations of the Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes §363, will be subject to appropriate legal sanctions.

Shaw-Lundquist Associates Inc. has appointed Cynthia Trousdale, the EEO Coordinator, to manage the Equal Employment Opportunity Program. Her responsibilities will include monitoring all Equal Employment Opportunity activities and reporting the effectiveness of this Affirmative Action Program, as required by Federal, State and Local agencies. The Chief Financial Officer of this company will receive and review reports on the progress of the program. If any employee or applicant for employment believes he/she has been discriminated against, please contact **Cynthia Trousdale, 2757 West Service Road, St. Paul, MN, 55121, or call 651/454-0670.**

  
Cynthia Trousdale

Chief Financial Officer, Shaw-Lundquist Associates Inc.

General Contractors | Design-Builders | Construction Managers

2757 West Service Road • Saint Paul MN 55121 • ph 651 454 0670 • fx 651 454 7982 • shawlundquist.com

an equal opportunity employer



THIS CERTIFIES THAT

**Shaw-Lundquist Associates, Inc.**  
dba Shaw-Lundquist Associates

\* Nationally certified by the: **NORTH CENTRAL MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\*NAICS Code(s): 236116; 236210; 236220; 238110; 238350; 238390; 238310

\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

10/04/2019

WS02515

**Issued Date**

**Certificate Number**

*Adrienne L. Trimble*  
Adrienne Trimble

*Heather N. Olson*

12/31/2020

**Expiration Date**

**Heather N. Olson**

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

Certify, Develop, Connect, Advocate.

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: CENTENNIAL ELEMENTARY SCHOOL – 2019 RENOVATIONS 7315 BLOOMINGTON AVE S RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280 District Office Boardroom 7001 Harriet Avenue South Richfield, Minnesota 55423

BID FROM: L.S. Black Constructors, Inc.

We have examined the Contract Documents for the proposed Centennial Elementary School – 2019 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2, 3 issued thereto.

- 1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
a. Phase 1: Media Center Demolition. – June 7, 2020.
b. Phase 2: Boiler Room Renovation, and Steam Pipe removal – October 16, 2020.
c. Phase 3: Renovation of existing building - August 19, 2020.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

- 1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

SIX MILLION NINE HUNDRED FIFTY FIVE THOUSANDS & 100/100 Dollars \$ 6,903,000.00 SB 6,955,000.00

B. Alternates

- 1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.

a. Alternate No. 1 – New Operable Wall System

(Add/Deduct) DEDUCT FIFTY NINE THOUSAND & 00/100 Dollars \$ 59,000.00

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

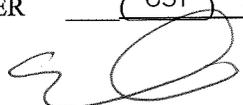
DATE 11/12/19

FIRM NAME L.S. Black Constructors, Inc.

OFFICIAL ADDRESS 1959 Sloan Place, Suite 220  
St. Paul, MN 55117

TELEPHONE NUMBER ( 651 ) 774 - 8445

FAX NUMBER ( 651 ) 774 - 9695

BY  Sterling Black

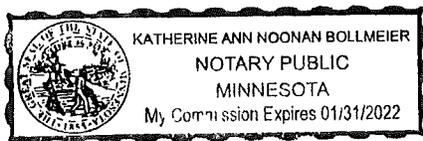
TITLE (Owner or Officer) CEO

STATE OF Minnesota )  
 )SS.  
COUNTY OF Ramsey )

Sworn to and subscribed to before me this 12th day of November 20 19.

Notary Public, Katie A. Bollmeier Anoka County, State of Minnesota

My Commission Expires: 1/31/2022



END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of L.S. Black Constructors, Inc. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
  - i. Is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
  
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
  - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

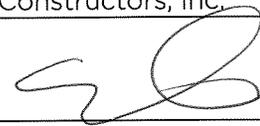
3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
  
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
  
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
  
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR

L.S. Black Constructors, Inc.

By: 

Its: CEO

STATE OF Minnesota )

)SS.

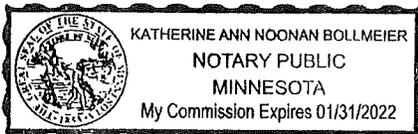
COUNTY OF Ramsey )

Sworn to and subscribed to before me this 12th day of November, 2019.

Notary Public, Katherine A. Bollmeier, Anoka County, State of Minnesota

My Commission Expires: 1/31/2022

END OF SECTION 00 41 15



**Bid Bond**

**CONTRACTOR:**

(Name, legal status and address)  
**L.S. Black Constructors, Inc.**

**1959 Sloan Place, Suite 220  
St Paul, MN 55117**

**SURETY:**

(Name, legal status and principal place of business)

**Federal Insurance Company  
202B Hall's Mill Road  
Whitehouse Station, NJ 08889**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

**OWNER:**

(Name, legal status and address)

**Independent School District No. 280, Richfield Public Schools**

**7001 Harriet Avenue S.  
Richfield, MN 55423**

**BOND AMOUNT:**

**Five Percent (5%) of Total Amount Bid**

**PROJECT:**

(Name, location or address, and Project number, if any)

**Centennial Elementary School - 2019 Renovations, 7315 Bloomington Avenue South, Richfield, Minnesota 55423**

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this **12th** day of **November, 2019**.

*Katie A. Bollmeier*  
\_\_\_\_\_  
(Witness)

**L.S. Black Constructors, Inc.**  
\_\_\_\_\_  
(Principal) (Seal)

*[Signature]*  
\_\_\_\_\_  
(Title) **Sterling Black, CEO**

*[Signature]*  
\_\_\_\_\_  
(Witness)

**Federal Insurance Company**  
\_\_\_\_\_  
(Surety) (Seal)

*[Signature]*  
\_\_\_\_\_  
(Title) **Sandra M. Engstrum, Attorney-in-Fact**

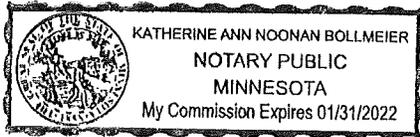


By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Ramsey )

On this 12th day of November 2019, before me appeared Sterling Black, to me personally known, who, being by me duly sworn, did say that he/she is the CEO of L.S. Black Constructors, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Sterling Black acknowledged said instrument to be the free act and deed of said corporation.

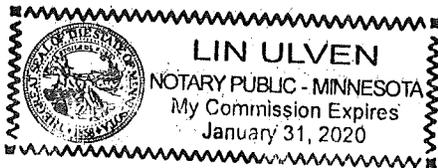


Katie A. Bollmeier  
Notary Public Anoka County, Minnesota  
My commission expires 1/31/2022

SURETY ACKNOWLEDGMENT

State of Minnesota )  
 ) ss  
County of Hennepin )

On this 12th day of November 2019, before me appeared Sandra M. Engstrum, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Federal Insurance Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Sandra M. Engstrum acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public Ramsey County, Minnesota  
My commission expires 1/31/2020

# CHUBB

## Power of Attorney

### Federal Insurance Company | Vigilant Insurance Company | Pacific Indemnity Company

Know All by These Presents, That FEDERAL INSURANCE COMPANY, an Indiana corporation, VIGILANT INSURANCE COMPANY, a New York corporation, and PACIFIC INDEMNITY COMPANY, a Wisconsin corporation, do each hereby constitute and appoint Melinda C. Blodgett, R. C. Bowman, R. Scott Egginton, Sandra M. Engstrum, R. W. Frank, Ted Jorgensen, Joshua R. Loftis, Kurt C. Lundblad, Brian J. Oestreich, Jerome T. Ouimet, Nicole M. Stillings, John E. Tauer, Rachel A. Thomas, Lin Ulven, Colby D. White and Emily White of Minneapolis, Minnesota-----

each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) given or executed in the course of business, and any instruments amending or altering the same, and consents to the modification or alteration of any instrument referred to in said bonds or obligations.

In Witness Whereof, said FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY have each executed and attested these presents and affixed their corporate seals on this 1<sup>st</sup> day of February, 2019.

*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

*Stephen M. Haney*

Stephen M. Haney, Vice President



STATE OF NEW JERSEY

County of Hunterdon

ss.

On this 1<sup>st</sup> day of February, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chloros, to me known to be Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chloros, being by me duly sworn, did depose and say that she is Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal



ROSE CURTIS  
NOTARY PUBLIC OF NEW JERSEY  
No. 50072400  
Commission Expires November 22, 2022

*Rose Curtis*  
Notary Public

#### CERTIFICATION

Resolutions adopted by the Boards of Directors of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY on August 30, 2016:

"RESOLVED, that the following authorizations relate to the execution, for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment"):

- (1) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.
- (2) Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise, to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.
- (3) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (4) Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.
- (5) The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolution shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such Resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chloros, Assistant Secretary of FEDERAL INSURANCE COMPANY, VIGILANT INSURANCE COMPANY, and PACIFIC INDEMNITY COMPANY (the "Companies") do hereby certify that

- (i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,
- (ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, NJ, this 12th of November, 2019



*Dawn M. Chloros*

Dawn M. Chloros, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:  
Telephone (908) 903-3493 Fax (908) 903-3656 e-mail: surety@chubb.com

SECTION 00 41 13

BID FORM

**BID PROPOSAL FOR:** CENTENNIAL ELEMENTARY SCHOOL –  
2019 RENOVATIONS  
7315 BLOOMINGTON AVE S  
RICHFIELD, MINNESOTA 55423

**BID TO:** Independent School District #280  
District Office Boardroom  
7001 Harriet Avenue South  
Richfield, Minnesota 55423

**BID FROM:** Met-Con Construction, Inc.

We have examined the Contract Documents for the proposed Centennial Elementary School – 2019 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2, 3 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
  - a. Phase 1: Media Center Demolition. – June 7, 2020.
  - b. Phase 2: Boiler Room Renovation, and Steam Pipe removal – October 16, 2020.
  - c. Phase 3: Renovation of existing building - August 19, 2020.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

Six million Nine hundred Seventy nine thousand + <sup>00</sup>/<sub>100</sub> Dollars \$ 6,979,000 <sup>00</sup>

B. Alternates

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.
  - a. Alternate No. 1 – New Operable Wall System

Add/Deduct Forty nine thousand + <sup>00</sup>/<sub>100</sub> Dollars \$ 49,000 <sup>00</sup>

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

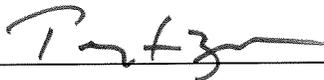
DATE November 12, 2019

FIRM NAME Met-Con Construction, Inc.

OFFICIAL ADDRESS 15760 Acorn Trail  
Faribault, MN 55021

TELEPHONE NUMBER (507) 332-2266

FAX NUMBER (507) 332-8742

BY 

TITLE (Owner or Officer) Troy Zabinski, CFO

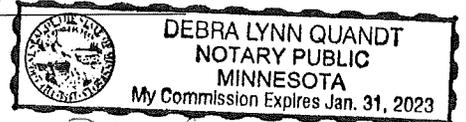
State of Incorporation: Minnesota

STATE OF Minnesota )  
 )SS.  
COUNTY OF Rice )

Sworn to and subscribed to before me this 12 day of Nov, 2019.

Notary Public, Rece County, State of MN

My Commission Expires: 1/31/23



*Debra Quandt*

END OF SECTION 00 41 13

SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Met-Con Construction, Inc. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
  - i. Is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
  
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
  - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
  
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
  
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
  
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and





# AIA<sup>®</sup> Document A310<sup>™</sup> – 1970

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we  
(Here insert full name and address or legal title of Contractor)

**Met-Con Construction, Inc.**  
**15760 Acorn Trail**  
**Faribault, MN 55021**

as Principal, hereinafter called the Principal, and  
(Here insert full name and address or legal title of Surety)

**United Fire & Casualty Company**  
**118 Second Ave SE**  
**Cedar Rapids, IA 52407**

a corporation duly organized under the laws of the State of **Iowa**  
as Surety, hereinafter called the Surety, are held and firmly bound unto  
(Here insert full name and address or legal title of Owner)

**ISD #280 - Richfield Public Schools**  
**7001 Harriet Ave S.**  
**Richfield, MN 55423**

as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount of the Bid**  
Dollars (\$ **5%** ), for the payment  
of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors,  
administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for  
(Here insert full name, address and description of project)

**ISD#280- Centennial Elementary School 2019 Renovations**  
**7315 Bloomington Ave S, Richfield, MN 55423**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **12th** day of **November, 2019**

  
(Witness)

**Met-Con Construction, Inc.**  
(Principal) (Seal)

  
(Title) Troy Zabinski, CFO

  
(Witness)

**United Fire & Casualty Company**  
(Surety)

  
(Title) **Melissa M. Nordin** (Seal)  
**Attorney-in-Fact**

INDIVIDUAL OR PARTNERSHIP ACKNOWLEDGMENT

STATE OF \_\_\_\_\_

SS

COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally appeared

\_\_\_\_\_ to me known to be the person(s) described in and who executed the foregoing instrument, as Principal(s), and acknowledged to me that \_\_\_he\_\_\_ executed the same as his/her/their free act and deed.

(Notary Seal)

CORPORATE ACKNOWLEDGMENT

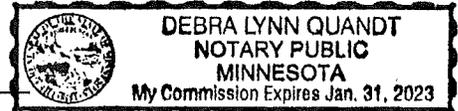
STATE OF Minnesota

SS

COUNTY OF Rice

On the **12th** day of **November, 2019**, before me personally appeared Troy Zabinski to me known, who being by me duly sworn, did say that he/she is the CFO of **Met-Con Construction, Inc.**, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation; and that he/she signed his/her name thereto by like order

Debra Quandt  
(Notary Seal)



ACKNOWLEDGMENT OF CORPORATE SURETY

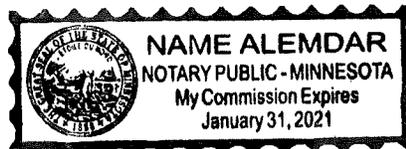
STATE OF MINNESOTA

SS

COUNTY OF **Hennepin**

On the **12th** day of **November, 2019**, before me personally appeared **Melissa M. Nordin** to me known, who being duly sworn, did say that he/she is the aforesaid officer or attorney-in-fact of the **United Fire & Casualty Company** a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by the aforesaid officer, by authority of its board of directors; and the aforesaid officer acknowledged said instrument to be the free act and deed of said corporation.

Debra Quandt  
(Notary Seal)





UNITED FIRE & CASUALTY COMPANY, CEDAR RAPIDS, IA  
 UNITED FIRE & INDEMNITY COMPANY, WEBSTER, TX  
 FINANCIAL PACIFIC INSURANCE COMPANY, ROCKLIN, CA  
 CERTIFIED COPY OF POWER OF ATTORNEY  
 (original on file at Home Office of Company – See Certification)

Inquiries: Surety Department  
 118 Second Ave SE  
 Cedar Rapids, IA 52401

KNOW ALL PERSONS BY THESE PRESENTS, That United Fire & Casualty Company, a corporation duly organized and existing under the laws of the State of Iowa; United Fire & Indemnity Company, a corporation duly organized and existing under the laws of the State of Texas; and Financial Pacific Insurance Company, a corporation duly organized and existing under the laws of the State of California (herein collectively called the Companies), and having their corporate headquarters in Cedar Rapids, State of Iowa, does make, constitute and appoint

TERRY STARKS, ALAN STARKS, ROBERT E. CLEMANTS, MELISSA M. NORDIN, NAME ALEMDAR, JEFFREY SETTEM, EACH INDIVIDUALLY

their true and lawful Attorney(s)-in-Fact with power and authority hereby conferred to sign, seal and execute in its behalf all lawful bonds, undertakings and other obligatory instruments of similar nature provided that no single obligation shall exceed \$100,000,000.00 and to bind the Companies thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Companies and all of the acts of said Attorney, pursuant to the authority hereby given and hereby ratified and confirmed.

The Authority hereby granted is continuous and shall remain in full force and effect until revoked by United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

This Power of Attorney is made and executed pursuant to and by authority of the following bylaw duly adopted on May 15, 2013, by the Boards of Directors of United Fire & Casualty Company, United Fire & Indemnity Company, and Financial Pacific Insurance Company.

“Article VI – Surety Bonds and Undertakings”

Section 2, Appointment of Attorney-in-Fact. “The President or any Vice President, or any other officer of the Companies may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Companies in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. The signature of any officer authorized hereby, and the Corporate seal, may be affixed by facsimile to any power of attorney or special power of attorney or certification of either authorized hereby; such signature and seal, when so used, being adopted by the Companies as the original signature of such officer and the original seal of the Companies, to be valid and binding upon the Companies with the same force and effect as though manually affixed. Such attorneys-in-fact, subject to the limitations set of forth in their respective certificates of authority shall have full power to bind the Companies by their signature and execution of any such instruments and to attach the seal the Companies thereto. The President or any Vice President, the Board of Directors or any other officer of the Companies may at any time revoke all power and authority previously given to any attorney-in-fact.

IN WITNESS WHEREOF, the COMPANIES have each caused these presents to be signed by its vice president and its corporate seal to be hereto affixed this 17th day of November, 2017

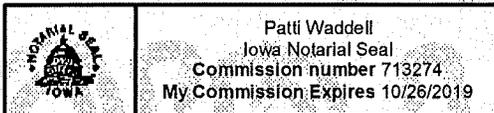


UNITED FIRE & CASUALTY COMPANY  
 UNITED FIRE & INDEMNITY COMPANY  
 FINANCIAL PACIFIC INSURANCE COMPANY

By: *Dennis J. Richmann*  
 Vice President

State of Iowa, County of Linn, ss:

On 17th day of November, 2017, before me personally came Dennis J. Richmann to me known, who being by me duly sworn, did depose and say; that he resides in Cedar Rapids, State of Iowa; that he is a Vice President of United Fire & Casualty Company, a Vice President of United Fire & Indemnity Company, and a Vice President of Financial Pacific Insurance Company the corporations described in and which executed the above instrument; that he knows the seal of said corporations; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporations and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporations.



*Patti Waddell*  
 Notary Public  
 My commission expires: 10/26/2019

I, Mary A. Bertsch, Assistant Secretary of United Fire & Casualty Company and Assistant Secretary of United Fire & Indemnity Company, and Assistant Secretary of Financial Pacific Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the bylaws and resolutions of said Corporations as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID CORPORATIONS, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

In testimony whereof I have hereunto subscribed my name and affixed the corporate seal of the said Corporations this 12th day of NOVEMBER, 20 19.



By: *Mary A. Bertsch*  
 Assistant Secretary  
 UF&C & UF&I & FPIC

SECTION 00 41 13

BID FORM

**BID PROPOSAL FOR:**      **CENTENNIAL ELEMENTARY SCHOOL –  
2019 RENOVATIONS  
7315 BLOOMINGTON AVE S  
RICHFIELD, MINNESOTA 55423**

**BID TO:**                      Independent School District #280  
District Office Boardroom  
7001 Harriet Avenue South  
Richfield, Minnesota 55423

**BID FROM:**      Langer Construction Company

We have examined the Contract Documents for the proposed Centennial Elementary School – 2019 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2, 3 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
  - a. Phase 1: Media Center Demolition. – June 7, 2020.
  - b. Phase 2: Boiler Room Renovation, and Steam Pipe removal – October 16, 2020.
  - c. Phase 3: Renovation of existing building - August 19, 2020.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

**A. Base Bid**

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:  

\_\_\_\_\_ Dollars \$ 6,995,000.00

**B. Alternates**

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.
  - a. Alternate No. 1 – New Operable Wall System

Add/Deduct \_\_\_\_\_ Dollars \$ 39,000.00



SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Langer Construction Company (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
  - i. Is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
  
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
  - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
  
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
  
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
  
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR

Langer Construction Company

By: Russ Zellmer 

Its: President

STATE OF MINNESOTA )  
 )SS.  
COUNTY OF DALOTA )

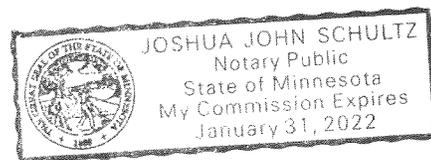
Sworn to and subscribed to before me this 12 day of NOV, 2019.

Notary Public, DAKOTA County, State of MINNESOTA

My Commission Expires: 1/31/22

END OF SECTION 00 41 15

  
JOSHUA SCHULTZ



# Document A310™ – 2010

Conforms with The American Institute of Architects AIA Document 310

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)

Langer Construction Company, Inc.  
54 East Moreland Ave.  
West St. Paul, MN 55118

### SURETY:

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02116  
Mailing Address for Notices

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

### OWNER:

(Name, legal status and address)

Richfield Public Schools - ISD #280  
7001 Harriet Avenue South  
Richfield, MN 55423

BOND AMOUNT: 5%

Five Percent of Amount Bid

### PROJECT:

(Name, location or address, and Project number, if any)

Centennial Elementary School – 2019 Renovations

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of November, 2019.

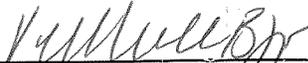
  
\_\_\_\_\_  
(Witness)

Langer Construction Company, Inc.  
(Principal) \_\_\_\_\_ (Seal)

By:   
(Title) JOSH SCHULTZ, VICE PRESIDENT

  
\_\_\_\_\_  
(Witness)

Liberty Mutual Insurance Company  
(Surety) \_\_\_\_\_ (Seal)

By:   
(Title) Kelly Nicole Bruggeman, Attorney-in-Fact





This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8196930-190003

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Nicole Langer, Blake S. Bohlig, Kelly Nicole Bruggeman, Brian D. Carpenter, Heather R. Goedtel, Michelle Halter, Jessica Hoff, Craig Olmstead

all of the city of Bloomington state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 28th day of September, 2018.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 28th day of September, 2018 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of November 2019



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

SECTION 00 41 13

BID FORM

BID PROPOSAL FOR: CENTENNIAL ELEMENTARY SCHOOL –  
2019 RENOVATIONS  
7315 BLOOMINGTON AVE S  
RICHFIELD, MINNESOTA 55423

BID TO: Independent School District #280  
District Office Boardroom  
7001 Harriet Avenue South  
Richfield, Minnesota 55423

BID FROM: Corval Constructors, Inc.

We have examined the Contract Documents for the proposed Centennial Elementary School – 2019 Renovations as prepared by Wold Architects and Engineers, St. Paul, Minnesota, and the conditions affecting the work.

In accordance therewith the undersigned proposes to furnish all labor and materials for Construction as set forth in the Contract Documents, including Addenda Nos. 1, 2, 3 issued thereto.

1. Accompanying this proposal is a Bid Security for all work, required to be furnished by Contract Documents, the same being subject to forfeiture in the event of default by the undersigned.
2. I agree to complete the Project, provided a contract is executed within 30 calendar days, by the following phasing dates below:
  - a. Phase 1: Media Center Demolition. – June 7, 2020.
  - b. Phase 2: Boiler Room Renovation, and Steam Pipe removal – October 16, 2020.
  - c. Phase 3: Renovation of existing building - August 19, 2020.
3. I understand the Owner reserves the right to reject any or all bids, and it is agreed that this bid may not be withdrawn for a period of thirty (30) days from the opening thereof.

A. Base Bid

1. The Bidder agrees to perform all work including General, Mechanical and Electrical Construction for the Base Bid Sum of:

\_\_\_\_\_ Dollars \$ 7,534,135

B. Alternates

1. The Bidder agrees to add to or deduct from the Base Bid Sum the following amounts to perform the alternate work described in Section 01 23 00, including all associated costs.
  - a. Alternate No. 1 – New Operable Wall System

Add Deduct ADD \_\_\_\_\_ Dollars \$ 46,000.-

C. Responsible Contractor Compliance

1. By signing this bid form, I am an Owner or Officer of the firm name listed on the bid form and I verify under oath that as a Prime Contractor I am in compliance with the Responsible Contractor criteria as defined in Minnesota Statute 16C.285, sub d. 3.

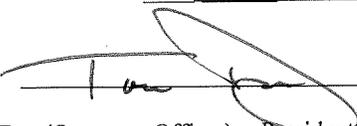
DATE November 12, 2019

FIRM NAME Corval Constructors, Inc.

OFFICIAL ADDRESS 1633 Eustis Street  
St. Paul, MN 55108

TELEPHONE NUMBER ( 651 ) 645-0451

FAX NUMBER ( 651 ) 642-5591

BY  Todd Dougan

TITLE (Owner or Officer) President

STATE OF Minnesota )  
 )SS.  
COUNTY OF Ramsey )

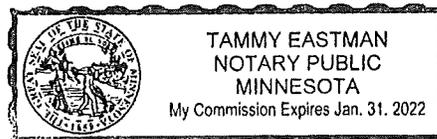
Sworn to and subscribed to before me this 4<sup>th</sup> day of NOV, 2019.

Notary Public, Anoka County, State of MN

My Commission Expires: Jan 31 2022



END OF SECTION 00 41 13



SECTION 00 41 15

MN RESPONSIBLE CONTRACTOR COMPLIANCE AFFIDAVIT

The undersigned, the Owner or Officer of Corval Constructors, Inc. (Prime or Sub-Contractor Name) verify under oath that as a contractor I am in compliance with the following minimum criteria per Minnesota Statute 16C.285 Subd. 3:

1. The contractor:
  - i. Is in compliance with workers' compensation and unemployment insurance requirements;
  - ii. Is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees;
  - iii. Has a valid federal tax identification number or a valid Social Security number if an individual; and
  - iv. Has filed a certificate of authority to transact business in Minnesota with the secretary of state if a foreign corporation or cooperative;
2. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:
  - i. Repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period;
  - ii. Has been issued an order to comply by the commissioner of labor and industry that has become final;
  - iii. Has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees;
  - iv. Has been found by the commissioner of labor and industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27;
  - v. Has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or
  - vi. Has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction.

Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;

3. The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order;
4. The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;
5. The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;
6. The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and

7. All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses 1 to 6.

Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.

CONTRACTOR OR SUBCONTRACTOR

Corval Constructors, Inc.

By: 

Its: Todd Dougan, President

STATE OF Minnesota )

)SS.

COUNTY OF Ramsey )

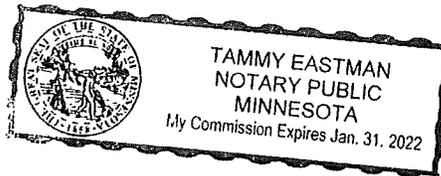
Sworn to and subscribed to before me this 4<sup>th</sup> day of NOV, 2019.

Notary Public, Amber County, State of Minnesota

My Commission Expires: Jan 31 2022



END OF SECTION 00 41 15



# Bid Bond

**CONTRACTOR:**

(Name, legal status and address)  
Corval Constructors, Inc.

1633 Eustis Street  
Saint Paul, MN 55108

**SURETY:**

(Name, legal status and principal place of business)

Liberty Mutual Insurance Company

175 Berkeley Street  
Boston, MA 02116

**OWNER:**

(Name, legal status and address)

Independent School District No. 280, Richfield Public Schools

7001 Harriet Avenue S.  
Richfield, MN 55423

**BOND AMOUNT:**

Five Percent (5%) of Total Amount Bid

**PROJECT:**

(Name, location or address, and Project number, if any)

Centennial Elementary School - 2019 Renovations, 7315 Bloomington Avenue South, Richfield, Minnesota 55423

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

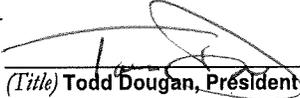
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 12th day of November, 2019.

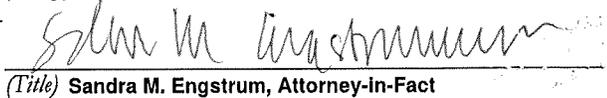
  
(Witness)

Corval Constructors, Inc.  
(Principal) (Seal)

  
(Title) Todd Dougan, President

  
(Witness)

Liberty Mutual Insurance Company  
(Surety) (Seal)

  
(Title) Sandra M. Engstrum, Attorney-in-Fact



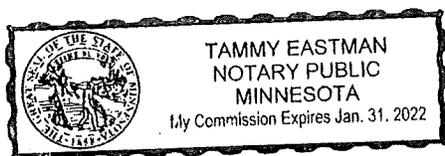
By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) ([www.nasbp.org](http://www.nasbp.org)) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond.

CORPORATE ACKNOWLEDGMENT

State of Minnesota )  
County of Ramsey ) ss

On this 12th day of November, 2019, before me appeared Todd Dougan, to me personally known, who, being by me duly sworn, did say that he/she is the President of Corval Constructors, Inc., a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was executed in behalf of said corporation by authority of its Board of Directors, and that said Todd Dougan acknowledged said instrument to be the free act and deed of said corporation.

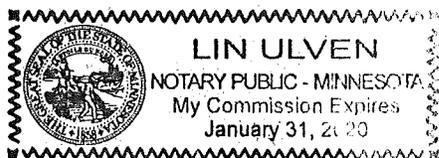
[Signature]  
Notary Public Anoka County, MN  
My commission expires Jan 31 2022



SURETY ACKNOWLEDGMENT

State of Minnesota )  
County of Hennepin ) ss

On this 12th day of November, 2019, before me appeared Sandra M. Engstrum, to me personally know, who being by me duly sworn, did say that (s)he is the Attorney-in-Fact of Liberty Mutual Insurance Company, a corporation, that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was executed in behalf of said corporation by authority of its Board of Directors; and that said Sandra M. Engstrum acknowledged said instrument to be the free act and deed of said corporation.



[Signature]  
Notary Public Ramsey County, Minnesota  
My commission expires 1/31/2020



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8200451-190054

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Colby D. White, Melinda C. Blodgett, R. C. Bowman, Tina L. Domask, R. Scott Egginton, Sandra M. Engstrum, R. W. Frank, Ted Jorgensen, Joshua R. Loftis, Kurt C. Lundblad Brian J. Oestreich, Jerome T. Ouimet, Ross S. Squires, Nicole Stillings, John E. Tauer, Rachel Thomas, Lin Ulven, Emily White

all of the city of Minneapolis state of Minnesota each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 4th day of February, 2019.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey

David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

State of PENNSYLVANIA ss
County of MONTGOMERY

On this 4th day of February, 2019 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Teresa Pastella, Notary Public
Upper Merion Twp., Montgomery County
My Commission Expires March 28, 2021
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 12th day of November, 2019.



By: Renee C. Llewellyn

Renee C. Llewellyn, Assistant Secretary

To confirm the validity of this Power of Attorney call 1-610-832-8240 between 9:00 am and 4:30 pm EST on any business day.

**ATTACHMENT A**

**FIRST-TIER SUBCONTRACTORS LIST**

**SUBMIT PRIOR TO EXECUTION OF A CONSTRUCTION CONTRACT**

PROJECT TITLE: Centennial Elementary

**Minn. Stat. §16C.285, Subd. 5:** A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Prior to execution of a construction contract and as a condition precedent to the execution of a construction contract, the apparent successful prime contractor shall submit to the contracting authority a supplemental verification under oath confirming compliance with subdivision 3, clause (7). Each contractor or subcontractor shall obtain from all subcontractors with which it will have a direct contractual relationship a signed statement under oath by an owner or officer verifying that they meet all of the minimum criteria in subdivision 3 prior to the execution of a construction contract with each subcontractor.

First-Tier Subcontractor Names (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located
Wendt Masonry	Lakeville, MN
JSH Construction	Howard Lake, MN
Structural Glass Products	Buffalo, MN
Breth Zenzen	St. Joseph, MN
NAC Mechanical	Vadnais Heights, MN
JRK Steel	Duluth, MN
AME Construction	Wayzata, MN
Top All Roofing	Minneapolis, MN
SuperSet Tile	Plymouth, MN
Hansen Fence	Minneapolis, MN
AJ Moore Electric	Burnsville, MN
Starting Line Floors	Apple Valley, MN

**SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A**

**By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:**

**All first-tier subcontractors listed on Attachment A have verified through a signed statement under oath by an owner or officer that they meet the minimum criteria to be a responsible contractor as defined in Minn. §16C.285**

**Authorized Signature of Owner or Officer:**

**Printed Name:**



Markus Ebert

**Title:**

Vice President

**Date:**

01-20-19

**Company Name:**

Ebert Inc.

**OLD BUSINESS – FOR REVIEW**

**Agenda Item V.C.**

**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, December 2, 2019**

**Subject: Board Policy 582 Staff Notification of Violent Behavior of Students and Administrative Guidelines 582.1 Notification to Staff: Students with History of Violent Behavior or Notification to Staff: Receipt of Disposition Order**

The Superintendent recommends a second read of Board Policy 582 and 582.1 Form. The Administrative Guidelines have been incorporated into the Policy.

**Attachments**

Policy 582 – Redlined

Form 582.1 – Redlined

Policy 582 – Original

Guidelines 582.1 – Original

MSBA 529

MSBA 529.1

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**RICHFIELD PUBLIC SCHOOLS**

**STAFF NOTIFICATION OF VIOLENT BEHAVIOR BY OF STUDENTS**

**I. PURPOSE**

~~This policy addresses staff notification of violent behavior by students. In an effort to provide a safe school environment, the assigned classroom teacher(s) and certain staff members should know whether a student to be placed in the classroom has a history of violent behavior. Additionally, decisions should be made regarding how to support and manage such student.~~

The purpose of this policy is to address the circumstances in which data should be provided to classroom teachers and other school staff members about students with a history of violent behavior and to establish a procedure for notifying staff regarding placement of students with a history of violent behavior. ~~in order to serve the student and protect students and staff members. The policy incorporates a written notice to assure that appropriate data are made available to school staff members and to guarantee an accurate record of the data provided.~~

~~Data about students are governed by both state and federal law, Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) and 20 U.S.C §1232g (Family Educational Rights and Privacy Act or FERPA). Detailed information on school district practice and policy regarding student records and data can be found in the school district's Data Practices Policy (Protection and Privacy of Pupil Records Policy) and approved Records Retention Schedule.~~

**II. GENERAL STATEMENT OF POLICY**

A. Any staff member or other employee of the school district who obtains or has information concerning a student with a history of violent behavior shall immediately report the information to the principal of the building in which the student attends school or is attempting to enroll.

B. Building/program administrator or designee verifies information and consults with the superintendent prior to notification of staff.

C. Building administrator or designee will consult with the superintendent to determine which staff will receive notice and what data will be shared.

D. Building/program administrator will notify the parents that the district will be notifying staff that work with their child that their child

1 has been identified as having a history of violent behavior as  
2 defined in this policy (section.III,B).

3  
4 E. The administration will meet with the assigned classroom teacher  
5 and other appropriate staff members for the purpose of notifying  
6 and determining how staff will manage such student.

7  
8 F. Only staff members who have a legitimate educational interest in  
9 the information will receive notification

10  
11  
12 III. II. DEFINITIONSS

13  
14 For purposes of this policy ~~on Staff Notification of Violent Behavior by~~  
15 ~~Students (Policy)~~ and the model notification form, the following terms have  
16 the meaning given thembeen defined.

17  
18 A.A. Administration

19  
20 “Administration” means ~~the person or persons responsible for~~  
21 ~~performing the school district’s obligations under this Policy and~~  
22 ~~who shall be~~ the superintendent, building principal or other  
23 administrative designee.

24  
25 B. Classroom ~~t~~Teacher

26  
27 “Classroom ~~t~~Teacher” means the instructional personnel  
28 responsible for the course or room to which a student is assigned  
29 at any given time, including a substitute hired in place of the  
30 classroom teacher.

31  
32  
33 C. History of Violent Behavior

34  
35 1. 4.—A student will be considered to have a history of  
36 violent ~~behavior~~ if incident(s) of violence, including any  
37 documented physical assault of a school district employee  
38 by the student, have occurred during the current or ~~previous~~  
39 school year.

40  
41 2. 2.—If the district has knowledge that a student has an incident of  
42 violence during the current or previous school year, that incident  
43 and all other past related or similar incidents of violence will be  
44 reported. Knowledge will be based on reports from law  
45 enforcement or school district investigation of violent incidents.

46  
47 D. Incident(s) of Violence

48  
49 “Incident(s) of violence” means willful conduct in which a student  
50 ~~has threatened~~ endangers or causes ~~sd~~ physical injury to person(s)

1 or significant damage to property, regardless of whether related to  
2 a disability or whether discipline was imposed. This does not  
3 include injury or damage, which is accidental or is the result of  
4 negligence. Administration in collaboration with the superintendent  
5 shall be responsible for determining if an incident rises to the level  
6 of an "incident of violence. In so doing the administrator and  
7 superintendent shall consider all surrounding facts and  
8 circumstances, including the existence and extent of injury, the  
9 level of threat, the existence of criminal charges, and the student's  
10 disciplinary history.

11  
12 E. Legitimate Educational Interest

13  
14 ~~For purposes of federal and state law, a school staff member is~~  
15 ~~determined to have a legitimate educational interest in data related~~  
16 ~~to a history of violent behavior if the data requested are:~~

17 "Legitimate educational interest" includes interest directly related to  
18 classroom instruction, teaching, student achievement and  
19 progress, discipline of a student, student health and welfare, and  
20 the ability to respond to a request for educational data. It includes  
21 a person's need to know in order to:

22  
23 ~~—~~ Perform an administrative task required in the school or the  
24 employee's contract or position description approved by the school  
25 district; ~~1. Necessary for that school staff member to perform~~  
26 ~~appropriate tasks that are specified in his or her position~~  
27 ~~description or by a contract agreement;~~

28  
29 ~~2.~~ Used solely within the context of school business and not for  
30 purposes extraneous to the school staff member's areas of  
31 responsibility or to the school;

32  
33 ~~3.~~ ~~3.~~ Relevant to the accomplishment of a job-related task or to a  
34 determination about the student; and Perform a supervisory or  
35 instructional task directly related to the student's education;

36  
37 4. Perform a service or benefit for the student or the students family such  
38 as health care, counseling, or student job placement;

39  
40 5. ~~4.~~ Perform a task directly related to responding to a request for  
41 data.

42 ~~Consistent with the purposes for which the data are maintained.~~  
43  
44  
45

1 F. School Staff Member

2  
3 “School ~~s~~Staff ~~m~~Member” includes:

- 4  
5 ~~1.~~ A person duly elected to the school board;
- 6 ~~2.~~ A person employed licensed by the State and  
7 appointed by \_\_\_\_\_ the school board into an administrative,  
8 supervisory, \_ instructional or other professional position ~~such as a~~  
9 ~~principal,~~  
10 ~~teacher, media personnel, counselor or school psychologist;~~
- 11
- 12 3. A person employed by or under contract to the school district  
13 ~~board~~ to perform a special task such as but not limited to a  
14 paraprofessional, school bus driver, a, paraprofessional,  
15 school bus driver, a secretary, clerk, a public information  
16 officer, data practices compliance official, occupational  
17 therapist, or an the school board attorney or auditor for the  
18 period of his or her performance as an employee or  
19 contractor; and
- 20
- 21 4. A substitute for persons listed above for the period of his or  
22 her performance as a substitute.
- 23

24 **III. STAFF NOTIFICATION**

25  
26 ~~A.~~

27 A. Recipients of Notice

28  
29 Each classroom teacher of a student with a history of violent  
30 behavior (see Section III.C., above), will meet with and receive  
31 written notification from the building administration prior to  
32 placement of the student in the teacher’s classroom. In addition,  
33 notice will be given by the school administration to other school  
34 staff members who have a legitimate educational interest, as  
35 defined in this Policy, ~~in the data.~~

36  
37 For example, the bus driver of the student or a paraprofessional  
38 assisting on the student’s bus would have a legitimate educational  
39 interest in the data while a driver or paraprofessional on a different  
40 bus would not. ~~Similarly, a paraprofessional working with the~~  
41 ~~student in the classroom or supervising the student on the~~  
42 ~~playground would have a legitimate educational interest in the data~~  
43 ~~while a paraprofessional who does not interact with this student~~  
44 ~~would not.~~ Different school staff members may have a legitimate  
45 educational interest in different amounts of data on a particular  
46 student.

47  
48 B. Determination of Who Receives Notice

49

1 ~~The d~~Determination of which classroom teachers and school staff  
2 members have a legitimate educational interest will be made by  
3 ~~theby (1) the Director of Personnel and Administrative Services or~~  
4 ~~(2) the building principal in consultation with the superintendent.~~  
5 administration.  
6

7 The superintendent will provide guidance to sSchool administration  
8 as to what data will be shared with staff.  
9 ~~staff members who receive notice under this Policy may provide~~  
10 ~~notice to someone substituting for them or for another staff~~  
11 ~~member who has received notice. For example, if a~~  
12 ~~paraprofessional that is absent has received notice, that~~  
13 ~~paraprofessional, the classroom teacher, or the principal could tell~~  
14 ~~the person temporarily replacing the paraprofessional.~~  
15

16 C. Form of Written Notice  
17

18 The notice given to classroom teachers and school staff members  
19 will must be provided ~~be~~ in writing at a meeting and will ~~must~~  
20 include the following:  
21

- 22 1. Name of the student;
- 23 2. Date of notice;
- 24 3. ~~The Notification that the student has been identified as a~~  
25 student with a history of violent behavior as defined in  
26 Section III, C, of this Policy; and  
27
- 28 4. Reminder of the private nature of the data provided.  
29

30 If appropriate, the notice will also include any or all of the following:  
31

- 32 5. Explanation of what occurred in each incident of violent  
33 behavior, if known, specifically including any mitigating  
34 factors;  
35
- 36 6. Types of situations that might trigger violent behavior by the  
37 student, if known;  
38
- 39 7. Successful strategies or interventions, if known; and  
40
- 41 8. Documents that the staff member may review to assist  
42 understanding of the student (e.g. IEP or § 504 plan).  
43

44 D. Record of Notice  
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- 46 1. The administration will retain ~~must keep~~ a copy of the notice or  
47 other  
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~~documentation to provided to classroom teachers and school staff members notified under this section.~~

~~2. a record of those school staff members notified under this section. Retention of the written notice or other documentation provided to classroom teachers and school staff members is governed by the approved Records Retention Schedule.~~

E. Meetings Regarding Students with a History of Violent Behavior

~~1. If the administration determines, in his or her discretion, that the classroom teacher and/or school staff members with a legitimate educational interest in such data reasonably require access to the details regarding a student's history of violent behavior for purposes of school safety and/or intervention services for the student, the administration will convene a meeting(s) to share and discuss such data.~~

~~2. The persons present at the meeting(s) may have access to the data described in Section III.C., above.~~

F. Law Enforcement Reports

~~Staff members will be provided with notice of disposition orders or law enforcement reports received by the school district in accordance with Policy 515, Protection and Privacy of Pupil Records. Where appropriate, information obtained from disposition orders or law enforcement reports also may be included in a Notification of Violent Behavior. Notice will be given to staff within a reasonable time, not to exceed 10 business days. The administration must immediately inform appropriate school staff members of notices related to an incident of violent behavior received from law enforcement pursuant to Minn. Stat. §121A.75. The law enforcement notice must be followed by the formal written notice set forth above within a reasonable time, not to exceed 10 business days. All other notices received from law enforcement pursuant to Minn. Stat. §121A.75 must be disseminated as required by that section. Retention of the law enforcement notice is governed by Minn. Stat. §121A.75, Subd. 2(e).~~

~~Model Notice~~

~~A model form for School Staff Member Notification is attached as Appendix I.~~

IV. MAINTENANCE AND TRANSFER OF RECORDS

~~A report, notice, or documentation pertaining to a student with a history of violent behavior are educational records of a student and will be retained, maintained, and transferred to a school or school district in which a~~

1 student seeks to enroll in accordance with Policy 515, Protection and  
2 Privacy of Pupil Records.

3  
4 ~~NOTICE TO OTHER SCHOOL DISTRICTS~~

5  
6 ~~When transferring records of a student with a history of violent behavior,~~  
7 ~~administration must send to an enrolling school district, charter school or~~  
8 ~~alternative education program all student records, including all data about~~  
9 ~~the student's history of violent behavior, consistent with this Policy.~~  
10 ~~Transferring the records is not a violation of the Family Educational Rights~~  
11 ~~and Privacy Act (FERPA), 20 U.S.C. § 1232g or the Minnesota~~  
12 ~~Government Data Practices Act, Minn. Stat. Ch. 13, provided the annual~~  
13 ~~FERPA parental notice requirements are met. These written records~~  
14 ~~within the student's file are educational records and are to be transmitted~~  
15 ~~to an enrolling school district, as set forth in Minn. Stat. §120A.22, Subd.~~  
16 ~~7.~~

17  
18 V. PARENTAL NOTICE

19  
20  
21  
22 A. The administration will notify parents annually that the school  
23 district gives classroom teachers and other school staff members  
24 with a legitimate educational interest notice about students' history  
25 of violent behavior.

26 ~~The administration will notify parents annually that it gives~~  
27 ~~classroom teachers and other school staff members notice about~~  
28 ~~students' history of violent behavior. This will be included as part of~~  
29 ~~the Annual Notice of Rights required by FERPA and shall be~~  
30 ~~provided to a parent/guardian at the time a Notice about the~~  
31 ~~student's violent behavior under this Policy is first provided or if it is~~  
32 ~~changed. In addition, the administration will notify parents that this~~  
33 ~~Notice is an educational record and will be transferred to an~~  
34 ~~enrolling school district.~~

35  
36 ~~Parents will be given notice that they have the right to review and~~  
37 ~~challenge records or data, (including the data documenting the~~  
38 ~~history of violent behavior), under both state and federal law as set~~  
39 ~~forth in the school district Protection and Privacy of Pupil Records~~  
40 ~~Policy.~~

41 B. Prior to providing the written notice of a student's violent behavior  
42 to classroom teachers and/or school staff members, the  
43 administration will inform the student's parent or guardian that such  
44 notice will be provided.

45 C. Parents will be given notice that they have the right to review and  
46 challenge records or data, (including the data documenting the  
47 history of violent behavior) in accordance with Policy 515,  
48 Protection and Privacy of Pupil Records.

1 VI. TRAINING NEEDS  
2

3 Representatives of the school administration and representatives of the  
4 teachers will discuss the needs of students and staff. The parties may  
5 discuss necessary training, which may include training on conflict  
6 resolution and positive behavior interventions and may discuss necessary  
7 intervention services such as student behavioral assessments.  
8

9  
10 *Legal References:* Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
11 Minn. Stat. § 120A.22, Subd. 7 (School Attendance - Education  
12 Records)  
13 Minn. Stat. § 121A.45 (Grounds for Dismissal)  
14 Minn. Stat. § 121A.64 (Notification of Students with Violent  
15 Behavior)  
16 Minn. Stat. § 121A.75 (Law Enforcement Notice to Schools)  
17 Rules Parts 1205.0100-1205.2000 (Data Practices)  
18 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
19 34 C.F.R. §§ 99.1-99.67 (Rules Implementing FERPA)  
20 Minn. Laws 2003, 1<sup>st</sup> Sp., Ch. 9, Art. 2, § 53  
21

22 *Cross References:* MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil  
23 Records)  
24

25 ADOPTED BY THE BOARD OF EDUCATION: December 15, 2003

26 REVISED BY THE BOARD OF EDUCATION: June 17, 2008  
27

Minn. Stat. Ch. 13 (Minnesota Government Data  
Practices Act)  
Minn. Stat. §13.04, Subd. 4 (Process for Challenging  
Data under State Law)  
34 C.F.R. §§ 99.20-99.22 (Process for Challenging Data  
under Federal Law)

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~~Pursuant to Minn. Stat. § 121A.64, representatives of the school board and representatives of the teachers will discuss the needs of students and staff. The parties may discuss necessary training, which may include training on conflict resolution and positive behavior interventions and may discuss necessary intervention services such as student behavioral assessments.~~

~~**Legal References:** Minn. Stat. § 120A.22, Subd. 7 (Education Records)  
Minn. Stat. § 121A.45 (Grounds for Dismissal)  
Minn. Stat. § 121A.64 (Notification of Students with Violent Behavior)  
Minn. Stat. § 121A.75 (Law Enforcement Notice to Schools)  
Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. §13.04, Subd. 4 (Process for Challenging Data under State Law)  
Minn. Rules Parts 1205.0100 — 1205.2000 (Data Practices)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1-99.67 (Rules Implementing FERPA)  
34 C.F.R. §§ 99.20-99.22 (Process for Challenging Data under Federal Law)  
Minn. Laws 2003, 1<sup>st</sup> Sp., Ch. 9, Art.2, § 53~~

~~**Cross References:** *Board of Education Policy 581 (Protection and Privacy of Pupil Records)*~~

~~ADOPTED BY THE BOARD OF EDUCATION: December 15, 2003  
REVISED BY THE BOARD OF EDUCATION: June 17, 2008~~

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**PRIVATE DATA**

~~(Educational data classified as “private” can be accessed on a  
“professional need to know” basis only.)~~

**~~KEEP THIS INFORMATION SECURE~~**

~~Date:~~

~~To:~~

~~From:~~

~~**RE: Notification to Staff: Student with History of Violent Behavior**~~

~~**Student Name:**~~

~~**Offense:**~~

~~**Date of Offense:**~~

~~You are receiving this notification pursuant to Minnesota State Statute 121A.64  
because you will have contact with the above named student during the course  
of your duties. This student has exhibited behavior which is defined as violent.  
The statute regarding notification to staff is listed on the reverse side of this  
memo.~~

~~If you wish more information regarding this student's behavior or if you have  
concerns regarding this student, please see me.~~

~~**Note: This information is “private” and must be safeguarded! You are being  
provided this data because you have a legitimate educational interest to this  
information.**~~

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**PRIVATE DATA**  
**Staff Notification of Violent Behavior by Student**

**Private Student Data**  
(Educational data classified as “private” can be accessed on a  
“professional need to know” basis only.)

**KEEP THIS INFORMATION SECURE**

**Date:**

**To:**

**From:**

**RE: Notification to Staff: Student with History of Violent Behavior**

**Student Name:**

**Offense:**

**Date of Offense:**

**Explanation of incident(s):**

**Mitigating factors:**

**Potential triggers:**

**Strategies and/or interventions to support student:**

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**Additional documents to review:**

You are receiving this notification pursuant to Minnesota State Statute 121A.64 because you will have contact with the above named student during the course of your duties. This student has exhibited behavior which is defined as violent. The statute regarding notification to staff is listed on the reverse side of this memo.

If you wish more information regarding this student's behavior or if you have concerns regarding this student, please see me.

***Note: This information is "private" and must be safeguarded! You are being provided this data because you have a legitimate educational interest to this information.***

**RICHFIELD PUBLIC SCHOOLS**

**STAFF NOTIFICATION OF VIOLENT BEHAVIOR OF STUDENTS**

**I. PURPOSE**

This policy addresses staff notification of violent behavior by students. The purpose of this policy is to address the circumstances in which data should be provided to classroom teachers and other school staff members about students with a history of violent behavior in order to serve the student and protect students and staff members. The policy incorporates a written notice to assure that appropriate data are made available to school staff members and to guarantee an accurate record of the data provided.

Data about students are governed by both state and federal law, Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) and 20 U.S.C §1232g (Family Educational Rights and Privacy Act or FERPA). Detailed information on school district practice and policy regarding student records and data can be found in the school district's Data Practices Policy (Protection and Privacy of Pupil Records Policy) and approved Records Retention Schedule.

**II. DEFINITIONS**

For purposes of this policy on Staff Notification of Violent Behavior by Students (Policy) and the model notification form, terms have the meaning given them.

A. Administration

“Administration” means the person or persons responsible for performing the school district’s obligations under this Policy and who shall be the superintendent, building principal or other designee.

B. Classroom Teacher

“Classroom Teacher” means the instructional personnel responsible for the course or room to which a student is assigned at any given time.

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C. History of Violent Behavior

1. A student will be considered to have a history of violent behavior if incident(s) of violence have occurred during the current or previous school year.

2. If the district has knowledge that a student has an incident of violence during the current or previous school year, that incident and all other past related or similar incidents of violence will be reported. Knowledge will be based on reports from law enforcement or school district investigation of violent incidents.

D. Incident(s) of Violence

“Incident(s) of violence” means willful conduct in which a student has threatened or caused physical injury to person(s) or significant damage to property, regardless of whether related to a disability or whether discipline was imposed. This does not include injury or damage, which is accidental or is the result of negligence. Administration shall be responsible for determining if an incident rises to the level of an “incident of violence. In so doing the administrator shall consider all surrounding facts and circumstances, including the existence and extent of injury, the level of threat, the existence of criminal charges, and the student’s disciplinary history.

E. Legitimate Educational Interest

For purposes of federal and state law, a school staff member is determined to have a legitimate educational interest in data related to a history of violent behavior if the data requested are:

1. Necessary for that school staff member to perform appropriate tasks that are specified in his or her position description or by a contract agreement;
2. Used solely within the context of school business and not for purposes extraneous to the school staff member’s areas of responsibility or to the school;
3. Relevant to the accomplishment of a job-related task or to a determination about the student; and
4. Consistent with the purposes for which the data are maintained.

1 F. School Staff Member

2  
3 “School Staff Member” includes:

- 4  
5 1. A person duly elected to the school board;
- 6 2. A person licensed by the State and appointed by the school  
7 board to an administrative, supervisory, instructional or other  
8 professional position such as a principal, teacher, media  
9 personnel, counselor or school psychologist;
- 10  
11 3. A person employed by or under contract to the school board  
12 to perform a special task such as a paraprofessional, school  
13 bus driver, secretary, clerk, occupational therapist, or the  
14 school board attorney for the period of his or her  
15 performance as an employee or contractor; and
- 16  
17 4. A substitute for persons listed above for the period of his or  
18 her performance as a substitute.

19  
20 **III. STAFF NOTIFICATION**

21  
22 A. Recipients of Notice

23  
24 Each classroom teacher of a student with a history of violent  
25 behavior (see Section II.C., above), will receive written notification  
26 from the building administration prior to placement of the student in  
27 the teacher’s classroom. In addition, notice will be given by the  
28 administration to other school staff members who have a legitimate  
29 educational interest, as defined in this Policy, in the data.

30  
31 For example, the bus driver of the student or a paraprofessional  
32 assisting on the student’s bus would have a legitimate educational  
33 interest in the data while a driver or paraprofessional on a different  
34 bus would not. Similarly, a paraprofessional working with the  
35 student in the classroom or supervising the student on the  
36 playground would have a legitimate educational interest in the data  
37 while a paraprofessional who does not interact with this student  
38 would not. Different school staff members may have a legitimate  
39 educational interest in different amounts of data on a particular  
40 student.

41  
42 B. Determination of Who Receives Notice

43  
44 Determination of which school staff members have a legitimate  
45 educational interest will be made by (1) the Director of Personnel  
46 and Administrative Services or (2) the building administration.

47  
48 School staff members who receive notice under this Policy may  
49 provide notice to someone substituting for them or for another staff  
50 member who has received notice. For example, if a

1                   paraprofessional that is absent has received notice, that  
2                   paraprofessional, the classroom teacher, or the principal could tell  
3                   the person temporarily replacing the paraprofessional.  
4

5           C.    Form of Written Notice  
6

7                   The notice given to school staff members must be in writing and  
8                   must include the following:  
9

- 10                   1.    Name of the student;  
11  
12                   2.    Date of notice;  
13  
14                   3.    The history of violent behavior as defined in Section II. of  
15                   this Policy; and  
16  
17                   4.    Reminder of the private nature of the data provided.  
18

19                   If appropriate, the notice will also include any or all of the following:  
20

- 21                   5.    Explanation of what occurred in each incident of violent  
22                   behavior, if known, specifically including any mitigating  
23                   factors;  
24  
25                   6.    Types of situations that might trigger violent behavior by the  
26                   student, if known;  
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28                   7.    Successful strategies or interventions, if known; and  
29  
30                   8.    Documents that the staff member may review to assist  
31                   understanding of the student (e.g. IEP or § 504 plan).  
32

33           D.    Record of Notice  
34

35                   The administration must keep a copy of the notice or other  
36                   documentation to provide a record of those school staff members  
37                   notified under this section. Retention of the written notice provided  
38                   to school staff members is governed by the approved Records  
39                   Retention Schedule.  
40

41           E.    Law Enforcement Reports  
42

43                   The administration must immediately inform appropriate school  
44                   staff members of notices related to an incident of violent behavior  
45                   received from law enforcement pursuant to Minn. Stat. §121A.75.  
46                   The law enforcement notice must be followed by the formal written  
47                   notice set forth above within a reasonable time, not to exceed 10  
48                   business days. All other notices received from law enforcement  
49                   pursuant to Minn. Stat. §121A.75 must be disseminated as

1 required by that section. Retention of the law enforcement notice is  
2 governed by Minn. Stat. §121A.75, Subd. 2(e).

3  
4 F. Model Notice

5  
6 A model form for School Staff Member Notification is attached as  
7 Appendix I.

8  
9 **IV. NOTICE TO OTHER SCHOOL DISTRICTS**

10  
11 When transferring records of a student with a history of violent behavior,  
12 administration must send to an enrolling school district, charter school or  
13 alternative education program all student records, including all data about  
14 the student's history of violent behavior, consistent with this Policy.  
15 Transferring the records is not a violation of the Family Educational Rights  
16 and Privacy Act (FERPA), 20 U.S.C. § 1232g or the Minnesota  
17 Government Data Practices Act, Minn. Stat. Ch. 13, provided the annual  
18 FERPA parental notice requirements are met. These written records  
19 within the student's file are educational records and are to be transmitted  
20 to an enrolling school district, as set forth in Minn. Stat. §120A.22, Subd.  
21 7.

22  
23 **V. PARENTAL NOTICE**

24  
25 The administration will notify parents annually that it gives classroom  
26 teachers and other school staff members notice about students' history of  
27 violent behavior. This will be included as part of the Annual Notice of  
28 Rights required by FERPA and shall be provided to a parent/guardian at  
29 the time a Notice about the student's violent behavior under this Policy is  
30 first provided or if it is changed. In addition, the administration will notify  
31 parents that this Notice is an educational record and will be transferred to  
32 an enrolling school district.

33  
34 Parents will be given notice that they have the right to review and  
35 challenge records or data, (including the data documenting the history of  
36 violent behavior), under both state and federal law as set forth in the  
37 school district Protection and Privacy of Pupil Records Policy.

38  
39 **VI. TRAINING NEEDS**

40  
41 Pursuant to Minn. Stat. § 121A.64, representatives of the school board  
42 and representatives of the teachers will discuss the needs of students and  
43 staff. The parties may discuss necessary training, which may include  
44 training on conflict resolution and positive behavior interventions and may  
45 discuss necessary intervention services such as student behavioral  
46 assessments.

47  
48  
49 **Legal References:** Minn. Stat. § 120A.22, Subd. 7 (Education Records)  
50 Minn. Stat. § 121A.45 (Grounds for Dismissal)

- 1 Minn. Stat. § 121A.64 (Notification of Students with
- 2 Violent Behavior)
- 3 Minn. Stat. § 121A.75 (Law Enforcement Notice to
- 4 Schools)
- 5 Minn. Stat. Ch. 13 (Minnesota Government Data
- 6 Practices Act)
- 7 Minn. Stat. §13.04, Subd. 4 (Process for Challenging
- 8 Data under State Law)
- 9 Minn. Rules Parts 1205.0100 – 1205.2000 (Data
- 10 Practices)
- 11 20 U.S.C. § 1232g (Family Educational Rights and
- 12 Privacy Act)
- 13 34 C.F.R. §§ 99.1-99.67 (Rules Implementing FERPA)
- 14 34 C.F.R. §§ 99.20-99.22 (Process for Challenging Data
- 15 under Federal Law)
- 16 Minn. Laws 2003, 1<sup>st</sup> Sp., Ch. 9, Art.2, § 53
- 17

18 **Cross References: *Board of Education Policy 581 (Protection and***  
19 ***Privacy of Pupil Records)***

20 ADOPTED BY THE BOARD OF EDUCATION: December 15, 2003

21 REVISED BY THE BOARD OF EDUCATION: June 17, 2008

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**PRIVATE DATA**

(Educational data classified as “private” can be accessed on a  
“professional need to know” basis only.)

**KEEP THIS INFORMATION SECURE**

Date:

To:

From:

**RE: Notification to Staff: Student with History of Violent Behavior**

**Student Name:**

**Offense:**

**Date of Offense:**

You are receiving this notification pursuant to Minnesota State Statute 121A.64 because you will have contact with the above named student during the course of your duties. This student has exhibited behavior which is defined as violent. The statute regarding notification to staff is listed on the reverse side of this memo.

If you wish more information regarding this student’s behavior or if you have concerns regarding this student, please see me.

***Note: This information is “private” and must be safeguarded! You are being provided this data because you have a legitimate educational interest to this information.***

RICHFIELD PUBLIC SCHOOLS

ADMINISTRATIVE GUIDELINES

**Notification to Staff: Students with History of Violent Behavior**

**OR**

**Notification to Staff: Receipt of Disposition Order**

**RATIONALE**

1. Minnesota statutes require notification to appropriate school staff of information about students with histories of violent behavior and of receipt of disposition orders.

**Minnesota Statute 121A.64 Notification (complete)**

Representatives of the school board and the exclusive representative of the teachers shall discuss issues related to notification prior to placement in classrooms of students with histories of violent behavior and any need for intervention services or conflict resolution or training for staff in these cases.

**Minnesota Statute 121A.75 Receipt of disposition order; sharing (summary)**

Upon receipt of a disposition order, the principal must:

- A. place the disposition order in the student's permanent education record.
- B. immediately notify any counselor assigned to the student.
- C. immediately notify any staff (including substitutes or volunteers) who need the data to work with the student in an appropriate manner, to avoid being needlessly vulnerable, or to protect other persons from needless vulnerability.

When provided in the disposition order, the notice given must identify the student, outline the offense, and describe any conditions of probation about which the school must provide information. Information received under this subdivision is private data and is received for the limited purpose of serving the educational needs of the student and protecting students or staff. The data may not be further disseminated by the teacher, counselor, staff member, and administrator except as necessary to serve

1 the student, to protect students or staff, or as otherwise  
2 required by law.

- 3  
4 2. The District 280 Belief Statement (Strategy 5) holds that maintaining a safe,  
5 supportive, respectful and caring environment is the responsibility of the  
6 district in collaboration with the students, staff, family, and community.

7  
8 **TIMELINE FOR NOTIFICATION**

9  
10 **Immediate notification** to staff is required upon receipt of information regarding  
11 a history of violent behavior or upon receipt of a disposition order for a student  
12 who is currently enrolled in school.

13  
14 **Notification to staff prior to placement** of student in classrooms is required  
15 upon receipt of information regarding a history of violent behavior or upon receipt  
16 of a disposition order for a student in the process of enrolling in school.

17  
18 **NOTIFICATION PROCESS**

- 19  
20 1. Staff member receiving information on a student with a history of violent  
21 behavior or receiving a disposition order must inform the building/program  
22 administrator.  
23 2. Building/program administrator or designee verifies background information  
24 prior to notification of staff.  
25 3. Building/program administrator notifies appropriate staff.  
26 4. Building/program administrator notifies parents of violent students that the  
27 District will be giving notice of the history of violent behavior to the student's  
28 classroom teacher and other employees who have a legitimate educational  
29 interest.

30  
31 **GUIDELINES**

32  
33 Violence related:   Expulsion  
34                            Felony  
35                            Gross Misdemeanor  
36                            physical assault on staff  
37                            possession / use weapon  
38                            terroristic threat to staff  
39                            2 or more fight incidents per year, which results in  
40                            suspension

41  
42 Staff need to know as determined by building administration may include but not  
43 limited to:

44                            administrative staff  
45                            bus drivers  
46                            counselors  
47                            extra/co-curricular advisors

1 health specialist  
2 office staff  
3 paraprofessionals  
4 police liaison  
5 teachers  
6  
7  
8

9 Dated: December 15, 2003

10 Reviewed: June 17, 2008

11 Revised:

12

Adopted: \_\_\_\_\_

MSBA/MASA Model Policy 529

Orig. 1999

Revised: \_\_\_\_\_

Rev. 2016

## **529 STAFF NOTIFICATION OF VIOLENT BEHAVIOR BY STUDENTS**

*[Note: School districts are not required to adopt a policy regarding staff notification of violent behavior by students. State law does, however, require school districts to provide classroom teachers with notice of the placement of students with a history of violent behavior in their classrooms. Thus, school districts may decide the manner in which they provide such notice. In 2003, the Minnesota Legislature required a committee, including a representative from the Minnesota School Boards Association (MSBA), to develop a model policy for schools to notify staff about violent behavior by students. That model policy is available on the Minnesota Department of Administration's website. MSBA has modified the committee-developed policy for consistency with its other model policies and to reflect management perspectives. MSBA recommends this policy.]*

### **I. PURPOSE**

In an effort to provide a safe school environment, the assigned classroom teacher and certain staff members should know whether a student to be placed in the classroom has a history of violent behavior. Additionally, decisions should be made regarding how to manage such a student.

The purpose of this policy is to address the circumstances in which data should be provided to classroom teachers and other school staff members about students with a history of violent behavior and to establish a procedure for notifying staff regarding the placement of students with a history of violent behavior.

### **II. GENERAL STATEMENT OF POLICY**

- A. Any staff member or other employee of the school district who obtains or possesses information concerning a student in the building with a history of violent behavior shall immediately report said information to the principal of the building in which the student attends school.
- B. The administration will meet with the assigned classroom teacher and other appropriate staff members for the purpose of notifying and determining how staff will manage such student.
- C. Only staff members who have a legitimate educational interest in the information will receive notification.

### **III. DEFINITIONS**

For purposes of this policy, the following terms have the meaning given them.

A. Administration

“Administration” means the superintendent, building principal, or other designee.

B. Classroom Teacher

“Classroom teacher” means the instructional personnel responsible for the course or room to which a student is assigned at any given time, including a substitute hired in place of the classroom teacher.

C. History of Violent Behavior

1. A student will be considered to have a history of violent behavior if incident(s) of violence, including any documented physical assault of a school district employee by the student, have occurred during the current or previous school year.
2. If a student has an incident of violence during the current or previous school year, that incident and all other past related or similar incidents of violence will be reported.

D. Incident(s) of Violence

“Incident(s) of violence” means willful conduct in which a student endangers or causes physical injury to the student, other students, a school district employee, or surrounding person(s) or endangers or causes significant damage to school district property, regardless of whether related to a disability or whether discipline was imposed.

E. Legitimate Educational Interest

“Legitimate educational interest” includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for educational data. It includes a person’s need to know in order to:

1. Perform an administrative task required in the school or the employee’s contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student’s education; or
3. Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid.
4. Perform a task directly related to responding to a request for data.

F. School Staff Member

“School staff member” includes:

1. A person duly elected to the school board;
2. A person employed by the school board in an administrative, supervisory, instructional, or other professional position;
3. A person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and
4. A person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

*[Note: School districts may wish to reference other school staff members such as paraprofessionals, bus drivers, occupational therapists, or police liaison officers in the definition of a “school staff member.” However, the definition of a “school staff member” in this policy should be identical to the school district’s definition of a “school official” in Policy 515, Protection and Privacy of Pupil Records.]*

#### **IV. PROCEDURE FOR STAFF NOTIFICATION OF STUDENTS WITH VIOLENT BEHAVIOR**

##### **A. Reports of Violent Behavior**

Any staff member or other employee of the school district who becomes aware of any information regarding the violent behavior of an enrolling student or any student enrolled in the school district shall immediately report the information to the building principal where the student is enrolled or seeks to enroll.

##### **B. Recipients of Notice**

Each classroom teacher of a student with a history of violent behavior (see Section III.C., above) will receive written notification from the administration prior to placement of the student in the teacher’s classroom. In addition, written notice will be given by the administration to other school staff members who have a legitimate educational interest, as defined in this policy, when a student with a history of violent behavior is placed in a teacher’s classroom. The administration will provide notice to anyone substituting for the classroom teacher or school staff member, who has received notice under this policy, that the substitute will be overseeing a student with a history of violent behavior.

The administration may provide other school district employees or individuals outside of the school district with information regarding a student, including information regarding a student’s history of violent behavior, in accordance with Policy 515, Protection and Privacy of Pupil Records.

C. Determination of Who Receives Notice

The determination of which classroom teachers and school staff members have a legitimate educational interest in information regarding a student with a history of violent behavior will be made by either: (1) the school district's Responsible Authority appointed by the school board under the Minnesota Government Data Practices Act or (2) the administration. In the event the administration makes this determination, the Responsible Authority will provide guidance to the administration as to what data will be shared.

D. Form of Written Notice

The notice given to classroom teachers and school staff members will be in writing and will include the following:

1. Name of the student;
2. Date of notice;
3. Notification that the student has been identified as a student with a history of violent behavior as defined in Section III. of this policy; and
4. Reminder of the private nature of the data provided.

E. Record of Notice

1. The administration will retain a copy of the notice or other documentation provided to classroom teachers and school staff members notified under this section.
2. Retention of the written notice or other documentation provided to classroom teachers and school staff members is governed by the approved Records Retention Schedule.

F. Meetings Regarding Students with a History of Violent Behavior

1. If the administration determines, in his or her discretion, that the classroom teacher and/or school staff members with a legitimate educational interest in such data reasonably require access to the details regarding a student's history of violent behavior for purposes of school safety and/or intervention services for the student, the administration also may convene a meeting to share and discuss such data.
2. The persons present at the meeting may have access to the data described in Section IV.D., above.

G. Law Enforcement Reports

Staff members will be provided with notice of disposition orders or law enforcement reports received by the school district in accordance with Policy 515, Protection and Privacy of Pupil Records. Where appropriate, information obtained from disposition orders or law enforcement reports also may be included in a Notification of Violent Behavior.

## **V. MAINTENANCE AND TRANSFER OF RECORDS**

A report, notice, or documentation pertaining to a student with a history of violent behavior are educational records of a student and will be retained, maintained, and transferred to a school or school district in which a student seeks to enroll in accordance with Policy 515, Protection and Privacy of Pupil Records.

## **VI. PARENTAL NOTICE**

- A. The administration will notify parents annually that the school district gives classroom teachers and other school staff members notice about students' history of violent behavior.
- B. Prior to providing the written notice of a student's violent behavior to classroom teachers and/or school staff members, the administration will inform the student's parent or guardian that such notice will be provided.
- C. Parents will be given notice that they have the right to review and challenge records or data, including the data documenting the history of violent behavior, in accordance with Policy 515, Protection and Privacy of Pupil Records.

## **VII. TRAINING NEEDS**

Representatives of the school board and representatives of the teachers will discuss the needs of students and staff. The parties may discuss necessary training which may include training on conflict resolution and positive behavior interventions and may discuss necessary intervention services such as student behavioral assessments.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)  
Minn. Stat. § 120A.22, Subd. 7 (School Attendance - Education Records)  
Minn. Stat. § 121A.45 (Grounds for Dismissal)  
Minn. Stat. § 121A.64 (Notification of Students with Violent Behavior)  
Minn. Stat. § 121A.75 (Law Enforcement Notice to Schools)  
Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)  
34 C.F.R. §§ 99.1-99.67 (Rules Implementing FERPA)  
Minn. Laws 2003, 1<sup>st</sup> Sp., Ch. 9, Art. 2, § 53

**Cross References:** MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

**MODEL NOTICE**

**STAFF NOTIFICATION OF VIOLENT BEHAVIOR BY STUDENTS**

To: (Staff Name)

From: (Administrative Official)

Date of Notice:

This notice is sent to inform you that the following student has a history of violent behavior. The notice is sent to assist you in helping this student to be successful and ensuring the safety of students and staff.

**You can use what you have learned about the student's history of violent behavior only to the extent allowed by school district policy. The data on this form are private data under state and federal law, and the student's privacy rights must be protected.**

Student's name:

Incident(s) of violence:

**If staff have a legitimate educational interest, provide the following information.**

Description/Explanation of incident(s) if known (Specifically include any mitigating factors, e.g. self-defense, defense of others, medication issues):

The types of situations that might trigger violent behavior by this student, if known (e.g. triggers for frustration or anger):

Strategies or interventions that are successful with this student, if known:

The following documents may be available for you to review regarding this student:

- IEP
- §504 Plan
- Functional Behavioral Assessment
- Reports or statements by school staff
- Information provided by the parent or guardian

Additional information may be available to you based on your legitimate educational interest.

**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, December 2, 2019**

**Subject: Legislative Platform – Final Draft**

The Superintendent recommends focusing during this legislative session on policy-based issues rather than funding. The biennial budget passed last year and the legislature will focus on policy.

AMSD and MSBA have a wide range of position papers. Based on the RPS mission and strategic plan, these particular issues and policies seem to be most important to discuss and prioritize:

Suggested priorities:

- Expand programs and incentives to attract, develop and retain teachers, particularly teachers of color and teachers in shortage areas
- Increase environmental sustainability efforts and create recommendations for schools
- Allow school districts to replace the high school MCA exams with nationally recognized college entrance exams
- Maintain or increase compensatory education funding and repeal the requirement that a percentage of compensatory revenue be spent on extended time programming
- Allow locally-elected school boards to renew an existing operating referendum at the same level

## RESOLUTION DESIGNATING POLLING PLACES FOR 2020

**WHEREAS**, Minnesota Statute 204B.16, subd.1 requires Richfield Public Schools, by ordinance or resolution, to designate polling places for the upcoming year; and

**WHEREAS**, changes to the polling places locations may be made at least 90 days before the next election if one or more of the authorized polling places becomes unavailable for use; and

**WHEREAS**, changes to the polling place locations may be made in the case of an emergency when it is necessary to ensure a safe and secure location for voting; and

**NOW, THEREFORE, BE IT RESOLVED**, Richfield Public Schools hereby designates the following polling places for elections conducted in the city as well as residents in non-Richfield precincts in 2020;

<u>Precinct No. 1</u> Ward 3	Mt. Calvary Education Building 6541 16th Avenue
<u>Precinct No. 2</u> Ward 2	St. Peter's Catholic Church 6730 Nicollet Avenue
<u>Precinct No. 3</u> Ward 1	Church of Peace 6345 Xerxes Avenue
<u>Precinct No. 4</u> Ward 1	St. Richard's Catholic Church 7540 Penn Avenue
<u>Precinct No. 5</u> Ward 1	Woodlake Lutheran Church 2120 West 76 <sup>th</sup> Street
<u>Precinct No. 6</u> Ward 2	Central School Building 7145 Harriet Avenue
<u>Precinct No. 7</u> Ward 2	Hope Presbyterian Education Facility 7132 Portland Avenue
<u>Precinct No. 8</u> Ward 3	Richfield Dual Language School (RDLS) 7001 Elliot Avenue
<u>Precinct No. 9</u> Ward 3	House of Prayer 7625 Chicago Avenue
<u>Precinct No.14</u> Ward 1	Church of Peace 6345 Xerxes Avenue
<u>Precinct No.16</u> Ward 1	Church of Peace 6345 Xerxes Avenue
<u>Precinct No.17</u> Ward 1	Church of Peace 6345 Xerxes Avenue
<u>Precinct No.18</u> Ward 1	Church of Peace 6345 Xerxes Avenue

**NOW, THEREFORE, BE IT RESOLVED** by Richfield Public Schools that the thirteen locations listed above are the designated 2020 polling locations in Richfield.

Adopted by Richfield Public Schools this 2nd day of December, 2019.

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Crystal Brakke, Board Chair

ATTEST:

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John Ashmead, Board Clerk

**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, December 2, 2019**

**Subject: Collective Bargaining Agreement with Education Richfield for years 2019-2020 and 2020-2021**

(Recommended by the Superintendent)

It is recommended that the Board of Education approve the proposed Master Agreement with the Education Richfield teachers' bargaining unit for the years 2019-2020 and 2020-2021.

**Background Information**

(Prepared by Craig Holje)

A tentative agreement was reached regarding the 2019-2021 Master Agreement with Education Richfield.

This agreement was ratified by Education Richfield on Tuesday, November 26, 2019. It is recommended that the School Board approve the agreement.

The essential financial changes to the agreement include the following:

**Base Salary and Benefit Summary**

**Year 1 - July 1, 2019 – June 30, 2020**

- 1.) Base Salary Schedule Increase of 2%
- 2.) Health Insurance – No change
- 3.) Dental Insurance – No change
- 4.) Co-Curricular Schedule – Increase for Environmental Learning Center

**Year 2 - July 1, 2020 – June 30, 2021**

- 1.) Various base Salary Schedule Increase between \$1000 and \$1,850/cell
- 2.) Health Insurance – No change
- 3.) Dental Insurance – No change
- 4.) Co-Curricular Schedule – Increase 2%
- 5.) Appendix D
  - a. Increase hourly rate for ALC and Staff Development to \$35.50

- b. Increase all educational leader positions by \$500

**Language Items:**

1. Clarified language regarding recall from unrequested leave of absence into Teacher on Special Assignment positions
2. Added language regarding district liability for union dues deductions
3. Updated various Memorandums of Agreement
4. Clarified personal leave of absence requests must be submitted at least 2 work days in advance

**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, December 2, 2019**

**Subject: Superintendent's Contract**

It is recommended by the Board Chair and Superintendent of Schools that the School Board enter into a contract with Superintendent of Schools, Steven Unowsky, for the period July 1, 2020 through June 30, 2023 to perform the duties of Superintendent of Schools of the Richfield Public Schools. Attached is a proposed agreement with Steven Unowsky covering the next three (3) school years.

**Background Information**

(Prepared by Craig Holje)

The agreement contains the following recommended changes to Dr. Unowsky's current contract:

1. Provides a market adjustment to the superintendent's compensation package to be competitive with comparable metropolitan area districts.
2. Eliminates the Annual Retention Incentive.
3. Increases Tax Deferred Program match to the maximum amount allowed pursuant to Minnesota Statute.
4. Increases the maximum accrual of sick leave to 117 days to account for accrual during the additional years of service provided for in this contract.
5. Provides District contributions for continuation of Health and Dental Insurance for the Superintendent upon separation from employment.

## SUPERINTENDENT EMPLOYMENT CONTRACT

Pursuant to Minnesota Statutes section 123B.143, the School Board of Independent School District No. 280, Richfield (“District” or “School Board”) enters into this employment contract (“Contract”) with Steven Unowsky (“Superintendent”). In consideration of the mutual promises contained in this Contract and other valuable consideration, the sufficiency of which is acknowledged, the District and the Superintendent agree as follows:

### ARTICLE I DURATION AND TERMINATION

**Section 1: Duration.** This Contract is for a term of three (3) years beginning on July 1, 2020, and ending on June 30, 2023. This Contract will remain in full force and effect unless it is modified by mutual written consent of the School Board and the Superintendent, or unless the Board discharges the Superintendent in accordance with this Contract.

**Section 2: Expiration.** This Contract will automatically expire on June 30, 2023. When this Contract expires, neither party will have any further claim against the other, and the District’s employment of the Superintendent will automatically end, unless the District and the Superintendent enter into a subsequent employment contract in accordance with Minnesota Statutes section 123B.143.

**Section 3: Termination During the Term.** During the term of this Contract, the District may immediately discharge the Superintendent and thereby terminate this Contract based on any of the grounds stated in Minnesota Statutes section 122A.40, subdivisions 9 or 13. If the School Board votes to discharge the Superintendent from employment during the term of this Contract, the Board must give the Superintendent written notice of the grounds for discharge. The Superintendent is entitled to a hearing before an arbitrator to challenge whether the asserted grounds for discharge exist. To exercise this right, the Superintendent or his representative must mail or hand-deliver a written request for arbitration to the School Board Chair within ten (10) calendar days after receiving written notice of the grounds for discharge. If the Superintendent makes a timely request for a hearing, the parties may attempt to mutually agree on an arbitrator. If the parties cannot mutually agree on an arbitrator within five calendar days, the District will petition the Minnesota Bureau of Mediation Services (“BMS”) for a list of five arbitrators. Within ten calendar days after receiving the list, the parties (or their representatives) will select an arbitrator from the list by using an alternating striking process. The arbitrator must conduct a hearing and issue a written decision within forty-five (45) calendar days after being selected by the parties, unless the parties agree to extend the timeline. The arbitrator’s decision will be final and binding upon the parties, subject to judicial review of arbitration decisions as provided by law. If the Superintendent (or his representative) fails to mail or hand-deliver a written request for arbitration to the School Board Chair within ten calendar days, the Superintendent will be deemed to have acquiesced to the discharge, and the Superintendent will have no further right to challenge the discharge or to bring a claim against the District.

**Section 4: Mutual Consent.** This Contract may be terminated at any time by the mutual consent of the School Board and the Superintendent.

**Section 5: Limited Application of Section 122A.40.** Except as explicitly stated in this Contract, the provisions of Minnesota Statutes section 122A.40 do not apply to the District’s employment of the Superintendent or to this Contract. The Superintendent does not have any continuing contract rights under Minnesota Statutes section 122A.40. By operation of law, Minnesota Statutes section 122A.40,

subdivisions 3 and 19 apply to the Superintendent's employment with the District. In addition, by mutual agreement of the Superintendent and the District, Minnesota Statutes section 122A.40, subdivision 12, relating to suspension and leave of absence for health reasons, will apply to the Superintendent's employment with the District.

## **ARTICLE II RESPONSIBILITIES**

**Section 1: Licensure.** Throughout the term of this Contract, the Superintendent must hold a valid and appropriate license to work as a superintendent in the State of Minnesota. The Superintendent must provide a copy of his superintendent's license to the District's Director of Human Resources before July 1 of each year this Contract is in effect.

**Section 2: Compliance with Laws and Policies.** The Superintendent must comply with all applicable federal and state laws. The Superintendent must comply with all rules, regulations, and policies of the School Board and the State of Minnesota, including those rules, regulations, and policies that currently exist and any that are established or amended during the term of this Contract.

**Section 3: Assigned Duties.** The Superintendent must faithfully perform all services that the School Board prescribes or assigns to the Superintendent, regardless of whether those services are specifically described in this Contract or in a general job description. At any time during the term of this Contract, the School Board may place the Superintendent on paid administrative leave. Regular and prompt attendance is an essential function of the Superintendent's job.

**Section 4: Basic Duties.** The Superintendent will have charge of the administration of the schools under the direction of the School Board. Toward that end, the Superintendent will perform the following functions: serve as the chief executive officer of the School District; direct and assign teachers and other District employees under the Superintendent's supervision; organize, reorganize and arrange the administrative and supervisory staff, including instruction and business affairs, as best serves the District, but subject to the approval of the School Board; select all personnel subject to the approval of the School Board; recommend policies, regulations, rules and procedures that are necessary for the District; visit and supervise the schools in the District; report and make recommendations about the condition of the schools in the District when advisable or at the Board's request; to the extent required by law, annually evaluate each school principal assigned responsibility for supervising a school building in the District; superintend school grading practices and examinations for promotions; make reports that are required by the Commissioner of the Minnesota Department of Education; and perform all duties incident to the office of the Superintendent. The Superintendent will serve as an ex-officio member of the School Board and all School Board committees, and will provide administrative recommendations on each item of business considered by each of these groups.

## **ARTICLE III COMPENSATION**

**Section 1: Base Salary.** The District will pay the Superintendent a gross annual salary of two hundred eighteen thousand and 00/100 dollars (\$218,000.00) for the 2020-2021 school year. Subject to Article III, Section 2, the Superintendent will receive an annual base salary increase of 2% each year, which will result in a gross annual salary of two hundred twenty-two thousand three hundred sixty and 00/100 dollars (\$222,360.00) for the 2021-2022 school year, and a gross annual salary of

two hundred twenty-six thousand eight hundred seven and 00/100 dollars (\$226,807.00) for the 2022-2023 school year. During each school year covered by this Contract, the District will pay the Superintendent his gross annual salary in twenty-four equal installments, less applicable withholdings and deductions, based on the District's regular payroll schedule.

**Section 2: Authority to Withhold Increase.** The School Board will annually evaluate the Superintendent in accordance with the District's applicable policies and administrative guidelines, which may be amended from time-to-time as the School Board sees fit. In the event of an unsatisfactory performance evaluation, the School Board may withhold the annual base salary increase described in Article III, Section 1 for any year following a year in which the Superintendent's performance was determined to be unsatisfactory. The School Board Chair will communicate the results of each formal evaluation to the Superintendent in writing.

**Section 3: Incentive Pay.** The Superintendent will be eligible for annual incentive pay in an amount up to six percent (6%) of the Superintendent's base salary. The amount of the incentive pay that is granted, if any, will be based on the Board's annual evaluation of the Superintendent's performance.

**Section 4: Tax Deferred Program.** The Superintendent may participate in a tax deferred program, through payroll deduction, in accordance with Section 403(b) of the Internal Revenue Code, Minnesota Statutes section 123B.02, subdivision 15, and District policy. To the extent permitted by law, the District will match the Superintendent's contributions to a qualifying tax deferred program on a dollar-for-dollar basis, up to the maximum amount allowed pursuant to Minnesota Statutes section 356.24, subdivision 1(5), as amended during each school year covered by this Contract. Once the District has made a matching payment to the tax deferred program, the matching payment will become the property of the Superintendent. However, if the Superintendent terminates this Contract early, the District will not be required to provide any additional matching payments after receiving notice of the Superintendent's intent to terminate. Similarly, if the District decides to discharge the Superintendent, the District will not be required to make any additional matching payments after voting to discharge the Superintendent.

**Section 5: Responsibility for Tax Deferred Program Compliance.** The Superintendent and the annuity companies involved are solely responsible for ensuring that the tax deferred program complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent hereby waives any right that he might otherwise have to bring a claim against the District for any issue related to whether the tax deferred program complies with Section 403(b) of the Internal Revenue Code, as amended, and Minnesota law. The Superintendent also waives any right that he might otherwise have to demand direct payment to him of the amount that he identifies for contribution to the tax deferred program. The District's only obligation under Article III, Sections 2 and 3, is to make the specified contributions to the tax deferred program.

**Section 6: Automobile Allowance.** The School Board recognizes that the Superintendent must regularly use his personal vehicle to travel for District business. Accordingly, pursuant to Minnesota Statutes section 471.665, subdivision 3, the District will pay the Superintendent a monthly automobile allowance in the amount of two hundred dollars and zero cents (\$200.00), less any applicable withholdings and deductions.

**Section 7: Sick Leave Payment upon Employment Separation.** Upon the Superintendent's separation from employment with the District, the Superintendent will be eligible for severance pay equal to six (6) days of accumulated sick leave for each year of service as an employee of the District.

The daily rate of pay for determining this payment shall be based on the Superintendent's then-applicable annual base salary pursuant to Article III, Section 1 of this Contract divided by 261. The payment shall be made within thirty (30) days of the effective date of the Superintendent's separation from employment with the District.

The Superintendent shall not be eligible for this payment if his employment is terminated pursuant to Article I, Section 1 of this Contract. If the Superintendent dies before all or a portion of this payment has been disbursed, the unpaid balance shall be paid to a named beneficiary, or in the event no beneficiary has been named, to the estate of the deceased. Severance pay is considered earned only after the Superintendent completes active employment through the Board approved separation date.

The amount of the payment shall be contributed into a 403b supplemental retirement account established by the Superintendent, exclusively for the purpose of receiving such payment (the "Severance 403b). Such contribution shall be consistent with the applicable IRS rules on annual additions to tax-deferred accounts. The Superintendent will not receive any direct payment from the District for severance. In the event this severance payment exceeds the maximum annual contributions permitted under the applicable IRS rules, the excess severance pay shall be contributed to the Severance 403b after January 1<sup>st</sup> of the year following the year of employment separation, and for up to four calendar years thereafter, if necessary.

#### **ARTICLE IV DUTY YEAR AND LEAVES OF ABSENCE**

**Section 1: Basic Work Year.** The position of superintendent has exempt status under the Fair Labor Standards Act. The Superintendent's duty year will be twelve months in length and will correspond to each school year (July 1 to June 30) covered by this Contract. The Superintendent must work full-time on at least 261 duty days, less vacation, paid holidays and sick leave used during each duty year, including those legal holidays on which the School Board is authorized to conduct school if the School Board so determines. The Superintendent must be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

**Section 2: Vacation.** The Superintendent will earn twenty-five (25) days of paid vacation each school year (July 1 to June 30) that is covered by this Contract. The Board encourages the Superintendent to use accrued vacation. The smallest unit of vacation that may be taken is one-half day. The Superintendent must obtain prior approval from the School Board Chair before taking more than ten (10) consecutive days of paid vacation, unless the vacation days are being utilized during a leave taken pursuant to the Family Medical Leave Act ("FMLA") or state law. The Superintendent must take vacation days during the school year in which they were earned, or within six (6) months after the contract year in which they were earned. The Superintendent will forfeit any vacation days that are not taken within six months after the school year in which they were earned.

**Section 3: Payment of Vacation Upon Nonrenewal.** If the School Board does not renew this Contract, the School Board will pay the Superintendent at his daily rate of pay, as determined by a divisor of 261 days, for each day of vacation that the Superintendent has accrued but has not used as of June 30, 2023. If the Superintendent breaches this Contract, the District will not be required to compensate the Superintendent for any accrued and unused days of vacation. Similarly, if the Board discharges the Superintendent pursuant to Article I, Section 3, the District will not be required to

compensate the Superintendent for any accrued and unused days of vacation that exist after the effective date of the discharge.

**Section 4: Paid Holidays.** The Superintendent will be entitled to twelve (12) paid holidays each Contract year as designated by the School Board.

**Section 5: Accrual of Sick Leave.** On July 1 of each school year covered by this Contract, the Superintendent will be credited with thirteen (13) days sick leave, which may be accumulated to a maximum of one hundred seventeen days (117). The Superintendent may use sick leave for any illness, injury, or health condition that prevents him from performing his job duties. In addition, the Superintendent may use sick leave for any reason that is explicitly permitted by law or by another provision of this Contract.

**Section 6: Workers' Compensation Differential.** In accordance with Minnesota Statutes Chapter 176, if the Superintendent is injured while performing duties for the District and qualifies for workers' compensation benefits, he may draw from his accumulated sick leave in order to make up the difference between his regular salary and the workers' compensation insurance payments he receives. The Superintendent's accumulated sick leave will be reduced in proportion to the amount of compensation paid pursuant to this Section. This Section of the Contract will immediately cease to apply if the Superintendent exhausts his accumulated sick leave.

## **ARTICLE V INSURANCE**

**Section 1: Health and Hospitalization.** The Superintendent may participate in the District's medical benefits program under the same terms and conditions that apply to the District's Management Team. In the event the District increases the contribution amounts paid to members of the Management Team, the Superintendent will receive the same increase.

**Section 2: Dental.** The District will select and offer a dental benefits program. This paragraph will not apply unless the Superintendent qualifies for and enrolls in the dental benefits program that is offered by the District. The District will pay the full amount of the monthly premium for the dental benefits program for the Superintendent and his dependents.

**Section 3: Life Insurance.** The District will select and offer a group term life insurance policy with a maximum death benefit of three hundred thousand dollars (\$300,000). This paragraph will not apply unless the Superintendent qualifies for and enrolls in the plan that is offered by the District. During the term of this Agreement, the District will pay the full amount of the monthly premium for the policy offered by the District. The life insurance policy will be payable to the Superintendent's named beneficiary.

**Section 4: Long Term Disability Insurance.** The District will pay the full amount of the monthly premium for a long-term disability ("LTD") insurance plan selected by the District for the Superintendent. The plan will provide a benefit of seventy percent (70%) of the Superintendent's base monthly salary, less any amounts collectible under Worker's Compensation, the Teacher's Retirement Association Plan, State disability benefits laws, and the full disability benefit of social security. If the Superintendent qualifies for benefits, the benefits will begin no more than seventy-eight (78) calendar days after the date of total disability. The District will immediately stop making

monthly premium contributions when the term of this Contract expires or in the event this Contract terminates early for any reason.

**Section 5: District's Limited Obligation.** The District is not promising or guaranteeing that any particular claim will be paid or covered by insurance. The District's only obligation is to select an insurance plan and make the premium contributions that are described in this Contract. The eligibility and coverage of the Superintendent and any dependents will be governed entirely by the terms of the applicable insurance policy. No additional compensation will be paid to the Superintendent if he chooses not to participate in any plan of insurance offered under this Contract. Subject to any applicable requirements of federal or state law, and except as provided in Article V, Section 6, below, the District's obligation to make any contribution toward the cost of any premium for any type of insurance described in this Contract will cease immediately upon termination or expiration of this Contract.

#### Section 6: Health and Dental Insurance Continuation.

- (a) Insurance Coverage Continuation. Upon separation from employment with the District, the Superintendent and his dependents shall be eligible to continue on the District's group health and dental insurance plan until the Superintendent reaches Medicare eligibility or longer if permitted pursuant to Minnesota Statutes section 471.61, subdivision 2b, as amended.
- (b) Premium Payments. Subject to "(c)" and "(d)," below, the Superintendent will be entitled to a year of District payment of premiums for health and dental insurance for each year of employment with the District (e.g., seven years of District employment equates to seven years of District premium payments following employment separation). The amount of the District's yearly premium payment shall be the amount it paid during the Superintendent's last year of employment with the District. The Superintendent shall not be eligible for this benefit if his employment is terminated pursuant to Article I, Section 1 of this Contract.
- (c) The Superintendent's eligibility for the District premium payments described in "(b)," above, ceases upon the earlier occurrence of one of these events: the Superintendent (1) is no longer eligible to continue due to the terms of the District's health and dental insurance plan or (2) becomes eligible for Medicare. In the event the premium payments cease as a result of the Superintendent no longer being eligible to continue due to the terms of the District's health and dental insurance plan, the HRA benefit described below in "(e)" applies.
- (d) The Superintendent's eligibility for the District premium payments described in "(b)," above, shall be suspended if the Superintendent obtains full-time employment with a subsequent employer that provides health and dental insurance with substantially equivalent benefits (including dependent coverage) and employer contribution to those provided by the District to the Superintendent immediately prior to the Superintendent's separation from employment. The suspension of the District's premium payments as a result of the Superintendent obtaining subsequent employment shall not occur if the subsequent employment is intended, at its outset, to be short term, interim employment of six months or fewer in duration or substitute teaching. The Superintendent is obligated to fully cooperate with the District and timely provide information as requested by the District in order for it to determine whether any subsequent employment obtained by the Superintendent results in the suspension of the District's premium payments.

When the Superintendent no longer holds subsequent employment as described immediately above, the District will begin payments into a Health Reimbursement Arrangement (HRA) account as follows: On a yearly basis, the amount of the District's premium payment shall be deposited into an HRA account on behalf of the Superintendent for reimbursement of health insurance premium payments made by the Superintendent. These HRA payments shall cease (1) when the Superintendent becomes eligible for Medicare or (2) when the number of years of premium payments the Superintendent has earned under "(b)," above, has expired, whichever occurs earlier. The HRA payments are conditioned on and subject to applicable legal limitations, including IRS regulations.

- (e) In the event the District's obligation to make premium payments ceases due to the Superintendent no longer being eligible to continue due to the terms of the District's health and dental insurance plan, as described above in "(c)," on a yearly basis the amount of the District's premium payments shall be deposited into an HRA account on behalf of the Superintendent for reimbursement of health insurance premium payments made by the Superintendent. These HRA payments shall cease (1) when the Superintendent becomes eligible for Medicare or (2) when the number of years of premium payments the Superintendent has earned under "(b)," above, has expired, whichever occurs earlier. The HRA payments are conditioned on and subject to applicable legal limitations, including IRS regulations. The District's HRA payments that are being made under this paragraph "(e)" shall be suspended for any period of time the Superintendent holds subsequent employment meeting the conditions described above in "(d)," and shall commence again when the Superintendent no longer holds such employment. In no event, however, will the District make HRA payments after the Superintendent becomes eligible for Medicare.
- (f) If the Superintendent dies before all or a portion of the District's premium payments as described above, the remaining premium payments shall be made on behalf of the Superintendent's spouse should she continue to be eligible for and remain enrolled in the District's group health and dental insurance plans. Such premium payments shall cease upon the earliest of one of these events: (1) the number of years of continued premium payments earned by the Superintendent has been exhausted; (2) the Superintendent's spouse reaches Medicare eligibility; or (3) the Superintendent's spouse obtains employment that provides equivalent health and dental insurance as described above in "(c)." The Superintendent's spouse is obligated to fully cooperate with the District and timely provide information as requested by the District in order for it to determine whether any subsequent employment obtained by the spouse results in the cessation of the District's premium payments.
- (g) Sunset: The benefits and payments described in this Section 6 shall sunset and not be available to any new Superintendent hired by the District on or after December 2, 2019

## **ARTICLE VI PROFESSIONAL GROWTH AND REIMBURSEMENT**

**Section 1: Professional Growth Conferences and Meetings.** The School Board recognizes the importance of having the Superintendent attend and participate in conferences and meetings for professional growth. Accordingly, the Superintendent is encouraged and expected to attend

appropriate professional meetings at the local, state, and national level. The District will pay, or reimburse the Superintendent for, all valid, reasonable, and necessary expenses associated with the Superintendent's travel to and attendance at such conferences and meetings whenever his attendance is required or permitted by the School Board. The Superintendent must periodically report to the School Board about the meetings and conferences he has attended. To receive reimbursement for expenses, the Superintendent must file itemized expense statements in compliance with School Board policy and law. Notwithstanding any other provision in this Contract, the Board in its sole discretion may limit the number and type of conferences and conventions the Superintendent may attend. Such a limit will not take effect until written notice of the limit is provided to the Superintendent.

**Section 2: Dues.** The Superintendent is encouraged to belong to appropriate professional and civic organizations. Accordingly, the District will pay the dues for organizations that are mutually agreed upon by the Superintendent and the School Board Chair.

**Section 3: Business Expenses.** The District will reimburse the Superintendent for reasonable and necessary expenses that he incurs in the course of conducting District business. To obtain reimbursement, the Superintendent must file itemized expense statements in compliance with School Board policy and law. The School Board retains the ultimate discretion to approve or deny an expense. The Superintendent is encouraged to seek approval for significant expenses in advance of incurring the expense. Notwithstanding any other provision in this Contract, the Board in its sole discretion may further define and limit the number and type of expenses for which the Superintendent may claim reimbursement.

## **ARTICLE VII MISCELLANEOUS**

**Section 1: Outside Activities.** Although the Superintendent must devote full time and due diligence to the affairs and the activities of the District, he may also serve as a consultant to other Districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if, as solely determined by the School Board, such activities do not impede the Superintendent's ability to perform the duties of the superintendent. However, the Superintendent may not engage in other employment, consultant service, or other activity for which a salary, fee, or honorarium is paid without the prior approval of the School Board Chair.

**Section 2: Indemnification and Provision of Counsel.** In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with his employment and he is acting within the scope of employment or official duties, the District will defend and indemnify the Superintendent to the extent required by law. Indemnification, as provided in this Section, will not apply in the case of malfeasance in office or willful or wanton neglect of duty. In addition, the District's obligation to defend and indemnify the Superintendent is subject to the limitations stated in Minnesota Statutes Chapter 466 and the case law interpreting that statute.

**Section 3: Jury Duty.** If the Superintendent serves on jury duty during the term of this Contract, he will receive full pay from the District, without deduction from accumulated vacation or sick leave, provided that he submits to the District any compensation he received from being called to sit as a juror.

**Section 4: Mandatory Disclosure.** Before entering into this Contract, the Superintendent must disclose, in writing, the existence and terms of any buyout agreement, including amounts and the

purpose for the payments, relating to his contract with another school board. For purposes of this Contract, a “buyout agreement” is any agreement under which the Superintendent was employed as a superintendent; left before the term of the contract was over; and received a sum of money, something else of value, or the right to something of value for some purpose other than performing the services of a superintendent. The failure to make such a disclosure will render this Contract void as a matter of law.

**Section 5: Severability.** If a court of law determines that any provision of this Contract is invalid or unenforceable by operation of law, the remainder of the Contract will remain in full force and effect.

**Section 6: Entire Agreement.** This Contract constitutes the entire agreement between the parties relating to the District’s employment of the Superintendent. Neither party has relied upon any statements or promises that are not set forth in this document. This Contract supersedes any and all prior agreements between the parties and any inconsistent provisions in any employee handbook or District policy. The Superintendent understands and agrees that any handbooks, manuals, or policies adopted by the District do not create an express or implied contract between the District and the Superintendent. No waiver or modification of any provision of this Contract will be valid unless it is in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have voluntarily entered into this Contract on the dates shown below. This Contract will not become effective unless and until it is approved by the District’s School Board and signed by both parties.

I have subscribed my signature  
this \_\_\_\_ day of December, 2019.

I have subscribed my signature  
this \_\_\_\_ day of December, 2019.

\_\_\_\_\_  
Steven Unowsky

\_\_\_\_\_  
School Board Chair

\_\_\_\_\_  
School Board Clerk

**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, December 2, 2019**

**SUBJECT: FINAL LEVY CERTIFICATION 2019 PAYABLE 2020**

Recommended by the Superintendent, that the Board of Education consider for approval by resolution, the 2019 PAYABLE 2020 LEVY LIMITATION and CERTIFICATION with an amount to be determined following the Truth in Taxation Hearing and Board Discussion.

NOW THEREFORE, Be it resolved by the School Board of Independent School District No. 280, Richfield, Minnesota, that the total levy to be levied in 2019 to be collected in 2020 is set at **\$27,802,034.87**. The clerk of the School Board is authorized to certify the proposed levy to the County Auditor of Hennepin County, Minnesota.

**Background Information**

(Prepared by Craig Holje and Jim Gilligan)

The Levy Certification for taxes payable 2019 must be certified to the County Auditor and the State Department of Education prior to December 30, 2019.

The total levy limit is \$27,802,034.87. The Board of Education may consider options for a levy up to this maximum amount for taxes payable in 2020.



**RICHFIELD PUBLIC SCHOOLS**

**Levy Summary**

Levy Certification 2019 Payable 2020

**PROPOSED**

11/20/2019

	FY19 2017 Pay 2018 2018-2019	FY20 2018 Pay 2019 2019-2020	FY21 2019 Pay 20 2020-21	Dollar Change Over PY
<b>1 GENERAL FUND</b>				
2 Equity	\$476,195.14	\$538,499.02	\$497,925.10	(\$40,573.92)
3 Operating Capital	\$477,450.22	\$579,032.52	\$590,584.84	\$11,552.32
4 Deferred Maintenance	(\$3,104.00)	\$0.00	\$0.00	\$0.00
5 Alternative Teacher Comp	\$395,829.98	\$424,801.39	\$415,472.28	(\$9,329.11)
6 LCTS Levy	\$0.00	\$0.00	\$0.00	\$0.00
7 Achieve & Integration	\$344,436.61	\$371,751.23	\$340,031.08	(\$31,720.15)
8 Referendum	\$6,350,258.63	\$6,800,561.74	\$5,134,042.00	(\$1,666,519.74)
9 Referendum - Technology	\$2,990,330.44	\$3,217,354.69	\$3,539,085.88	\$321,731.19
10 Location Optional Revenue	\$1,917,997.92	\$2,109,089.52	\$3,322,921.20	\$1,213,831.68
11 Safe Schools	\$228,223.98	\$232,258.59	\$238,088.91	\$5,830.32
12 Student Achievement Levy	\$0.00	\$0.00	\$0.00	\$0.00
13 Health and Safety	(\$723.85)	\$0.00	\$0.00	\$0.00
14 LT Facilities	\$1,841,566.48	\$1,846,259.66	\$1,819,735.03	(\$26,524.63)
15 OPEB Benefits	\$0.00	\$815,246.00	\$768,913.15	(\$46,332.85)
16 Building/ Lease	\$810,543.51	\$597,351.25	\$694,066.01	\$96,714.76
17 Health Benefits	\$20,911.10	\$20,312.80	\$27,006.40	\$6,693.60
18 Re-employment Ins.	\$67,865.74	\$79,306.54	(\$11,203.14)	(\$90,509.68)
19 Career Technical	\$155,414.51	\$124,201.82	\$94,447.24	(\$29,754.58)
20 Abatement & Other Adjustment	\$430,407.20	\$287,896.17	\$52,129.88	(\$235,766.29)
<b>21 GENERAL FUND LEVY TOTAL</b>	<b>\$16,503,603.61</b>	<b>\$18,043,922.94</b>	<b>\$17,523,245.86</b>	<b>(\$520,677)</b>
<b>23 COMMUNITY EDUCATION FUND</b>				
24 Basic Levy	\$287,665.70	\$287,665.70	\$287,665.70	\$0.00
25 Early Child & Family	\$154,875.13	\$160,434.34	\$169,640.59	\$9,206.25
26 Home Visiting	\$4,278.69	\$4,588.39	\$5,624.80	\$1,036.41
27 Disabled Adults	\$5,429.00	\$5,429.00	\$5,429.00	\$0.00
28 Abate/Excess Fund Bal Adj	\$12,451.31	\$7,401.64	\$5,158.42	(\$2,243.22)
<b>29 COMMUNITY ED LEVY TOTAL</b>	<b>\$464,699.83</b>	<b>\$465,519.07</b>	<b>\$473,518.51</b>	<b>\$7,999</b>
<b>31 DEBT SERVICE FUND</b>				
32 Debt Levy	\$3,285,398.00	\$3,410,033.00	\$3,410,033.00	\$0.00
33 Debt Excess	\$0.00	\$0.00	\$0.00	\$0.00
34 LT Facilities Debt Service	\$5,334,547.58	\$4,989,488.26	\$4,193,004.38	(\$796,483.88)
35 Abatement Adjustment Debt	\$139,747.56	\$102,762.55	\$64,356.13	(\$38,406.42)
36 Alternative Bond	\$0.00	\$0.00	\$0.00	\$0.00
37 OPEB Bond	\$828,083.00	\$821,678.00	\$2,122,365.00	\$1,300,687.00
38 Debt Excess (OPEB)	(\$76,599.70)	(\$27,531.41)	\$0.00	\$27,531.41
39 Abatement Adjustment (OPEB)	\$44,907.87	\$24,176.19	\$15,511.99	(\$8,664.20)
<b>40 DEBT SERVICE LEVY TOTAL</b>	<b>\$9,556,084.31</b>	<b>\$9,320,606.59</b>	<b>\$9,805,270.50</b>	<b>\$484,664</b>
<b>42 LEVY GRAND TOTAL</b>	<b>\$26,524,387.75</b>	<b>\$27,830,048.60</b>	<b>\$27,802,034.87</b>	<b>(\$28,014)</b>

11/20/2019

**Board of Education**  
Independent School District 280  
Richfield, Minnesota

**Regular Meeting, December 2, 2019**

**Subject: Donations**

(Recommended by the Superintendent)

That the Board of Education accept the following donations with gratitude.

The **Richfield Spartan Food Shelf** received a \$500 donation from Annette and Jay Arce.

**RHS Random Acts of Kindness** received a \$10 donation from Target employee Kristen Schaack.

**The Sunshine Fund** received donations from the following people:

Elyse Kaner \$20  
Kay Nelson \$25  
Peggy Dass \$100  
Richard and Sheryl Davey \$100  
Thomas Thorn \$10  
Robert Speilman \$50  
Barbara Ryan \$100  
Heather Schindler \$50  
Dennis Hove \$50  
Brad Peterson \$50  
KG Buckley \$30  
Susan Mauren \$50  
Cecelia and Peter Erickson \$100  
Whitney Bullard \$270

**The Sunshine Fund** received donations through the Give to the Max Day for \$7,043.00 in anonymous donations along with donations in the amount of \$11,160.17 from the following people:

Sue	Brakke
Connie	Leamont
Leslie	Frye
Doug	Hanson
Christopher	Smith

Peggy	Jordan
Samee	Sage
Gayle	Skuzacek
Keleigh	Jackson
Colleen	Carey
Melissa	McKibben
Mark	Leisen
	Benson-
Bonnie	Palmgren
Tony	Stroud
Molly	Reilly
Waleed	Ullah
Justin & Kristin	Schaack
Kristi	Carr
Vanh	Chan
Cathy	Sable
Steven	Kopp
Jaime	Chismar
Brenda	Berkman
Robert	Rimstad
Joy	Welch Jurewicz
Michelle	Mathews
Trenton	Blades
Kara	Skahen
Diane	Johnson
Michelle	Thoemke
Renne	Ekholm
James	Erlandson
Amanda	Meth
Kailey	Soller
Ronald	Thomas
Diane	Rasinski
Mari	Koplin
Brian & Kelly	Bauernfeind
Ann	Riordan
Dahlia	Fisch
Kimberly	Remer
Elizabeth	Koffel
Amber	Millican
Stuart	Sutton
Steve	Jackson
Jeanne	Kuma
Rena	Lindgren

Diana	Biebighauser
Merlynne	Goff
Mary	Banwell
Meagan	Pierluissi
Susan	Everson-Rose
Izabella	Pastrana
Genevieve	Laukkonen
Elisa	Gonzalez
Simone	Davie
Bob and Kris	Roeglin
Sonali	Pahwa
Esme	Wang
Dan	Reilly
Joanne	Taylor Fischer
Crystal	Brakke
Karen	Parrington
Jared	Wills
Leslie	Sanborn
Cody	Blades
Michelle	Burnside
Jayne	Sjostrom
Sara	Tjosvold
Alissa	Smith
Jane	Hughes
kay	pickett
Elizabeth	Braun
Aide	Salgado
Teresa	Hudoba
Anne	Kelley Conklin
Eddie	Hodges
Nicole Gagnon	Newton
Jedidiah	Cates
Robyn	Anderson
James	Larkin
Timothy	Leary
Duffey	Phelps
Quincy	Castillejos
Carly	Kidd
Julia	Sherf
Classic City	Apartments
Jill L	Dobis
Georgia	Feist
Ann	Braden

David	Fetters
Heidi	Hanson
Anne	Weston
Ann	Martin
Cassandra	Williams
Christine	Murphy
Christa	Hirabayashi
Mark	Price
Michelle	Close
Jenny	Chamberlin
Lisa	Ferrara
Ryan	Cunnningham
Ricardo	Villarreal
Brenda	Tomanek
Lynda	Hainlin
Daniel	Ackerman
Amanda	Theisen
Denise	Arena
Carolyn	Engeldinger
Ginny	Leppart
TODD	Casper
dan	savage
Carrie	Palmersheim
Wendie	Dufrene
Aaron	Martin
TONY	SIMON
Barbara	Morgan
Madeline	Knoblock
Blair	Mishleau
Corey	Zoladz
Steve	Mullaney
Reade	Adams
Tina	Landeen
Swetha	Akiti
Cassie	Olson
Sara	Fenske
David	Anderson
Georgeann	Denn
peggy	smith
Sara	Smith
Colleen	Young
Nora	Hanvik
Paul	Czywczyński

Theresa	Herman
Heather	Schmitt
Sara	Bloms
Benjamin	Andes
Katie	Hanson
Kristi	Elder
Catherine	Perrizo
Marty	Danielson
Michael	Pelkey
Courtney	Miner
Lauren	Kranig
Erin	Schneider
Erin	Stertz-Follett
Emily	Sims
Ryan	Iuliano
Ember	Frank
Jennifer	Valley

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