

## SUPERINTENDENT'S REPORT AND AGENDA

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

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

**Monday, July 15, 2019**

**7:00 pm School Board Meeting**

**Location: Central Education Center, 7145 Harriet Avenue South,  
Enter Door #5, Multi-Purpose Room**

- I. CALL TO ORDER
- II. REVIEW AND APPROVAL OF THE AGENDA
- III. INFORMATION AND PROPOSALS -- NON-ACTION ITEMS
  - A. Public Comment
  - B. Superintendent Update
    - 1. Facilities Project Update - Furniture
    - 2. Special Education Unduplicated Child Count
- IV. CONSENT AGENDA
  - A. Routine Matters
    - 1. Minutes of the regular meeting held June 10, 2019
    - 2. General Disbursements as of July 10, 2019 in the amount of \$4,841,449.91.
    - 3. Investments for June 2019
    - 4. Designation of Depositories for School District Funds
    - 5. Designation of Official Newspaper
    - 6. Designation of School District Insurance Consultants
    - 7. Designation of Legal Counsel
    - 8. Signatories on Depository Accounts
      - 8.1 Signatories on Richfield Bloomington Credit Union Accounts
    - 9. Wire Transfer of Funds
    - 10. Membership in Associations: AMSD, ESCU, MSBA
  - B. Personnel Items
- V. OLD BUSINESS
  - A. Board Policy 547 Student Dress and Appearance and Administrative Guidelines 547.1 Richfield Dual Language School Uniform Dress - Final Read

B. Board Policy 541 Student Behavior and Administrative Guidelines 541.1  
Student Behavior – Final Read

C. Change Orders

1. Change Order #001 – STEM – Facilities Project
2. Change Order's #003 & #004 - RDLS – Facilities Project

D. Lease Agreement and Relocation of Richfield College Experience Program

VI. NEW BUSINESS

A. Lunch Prices FY20

B. Richfield Public Schools Brand Approval

VII. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Future Meeting Dates

8-05-19	7:00pm	Regular Board Meeting
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8-19-19	7:00pm	Regular Board Meeting
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D. Suggested/Future Agenda Items

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

IX. REOPEN MEETING

X. ADJOURN REGULAR MEETING



# District Wide Furniture Update

July 15, 2019

# Furniture Process

- ▶ Items completed to date and ongoing
  - ▶ Core Planning Group to establish Elementary Classroom Standards
  - ▶ User Group Meetings at R-STEM, RDLS, & RHS (Phases 1&2)
  - ▶ Furniture Ordered for R-STEM (Phases 1 & 2a), RDLS, & RHS (Phases 1&2)





# Elementary Classroom “Kit of Parts”



(16) Student Chair



(8) “Wiggle” Chair



(3) Ottoman



(3) Movement Stool



(4) Floor Cushion



(3) Group Table – Height Adjustable



(12) Desk – Height Adjustable



(1) Group Table



Mobile Storage Tower



Bookshelves



Teacher Desk/Table

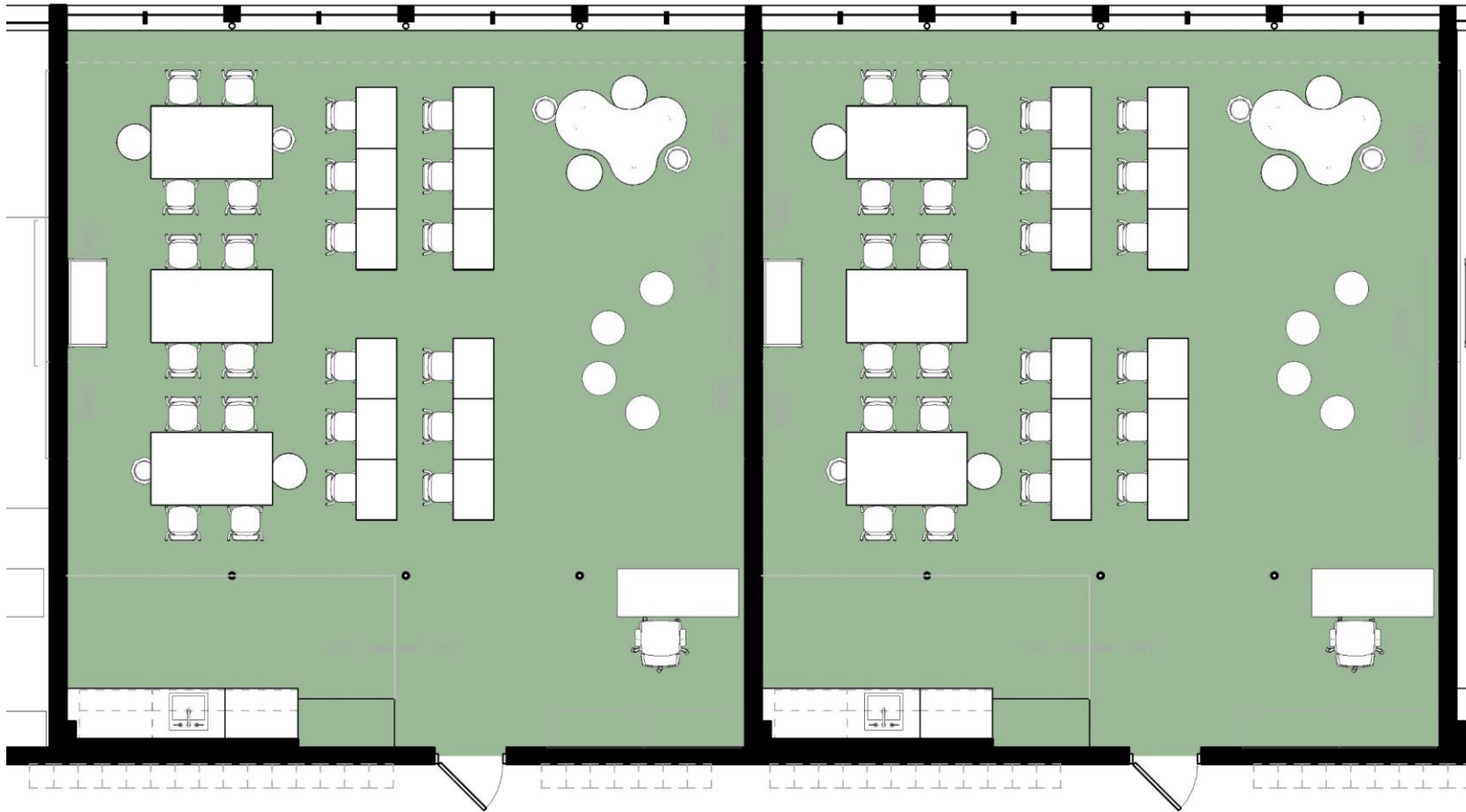


Mobile Pedestal File



Task Chair

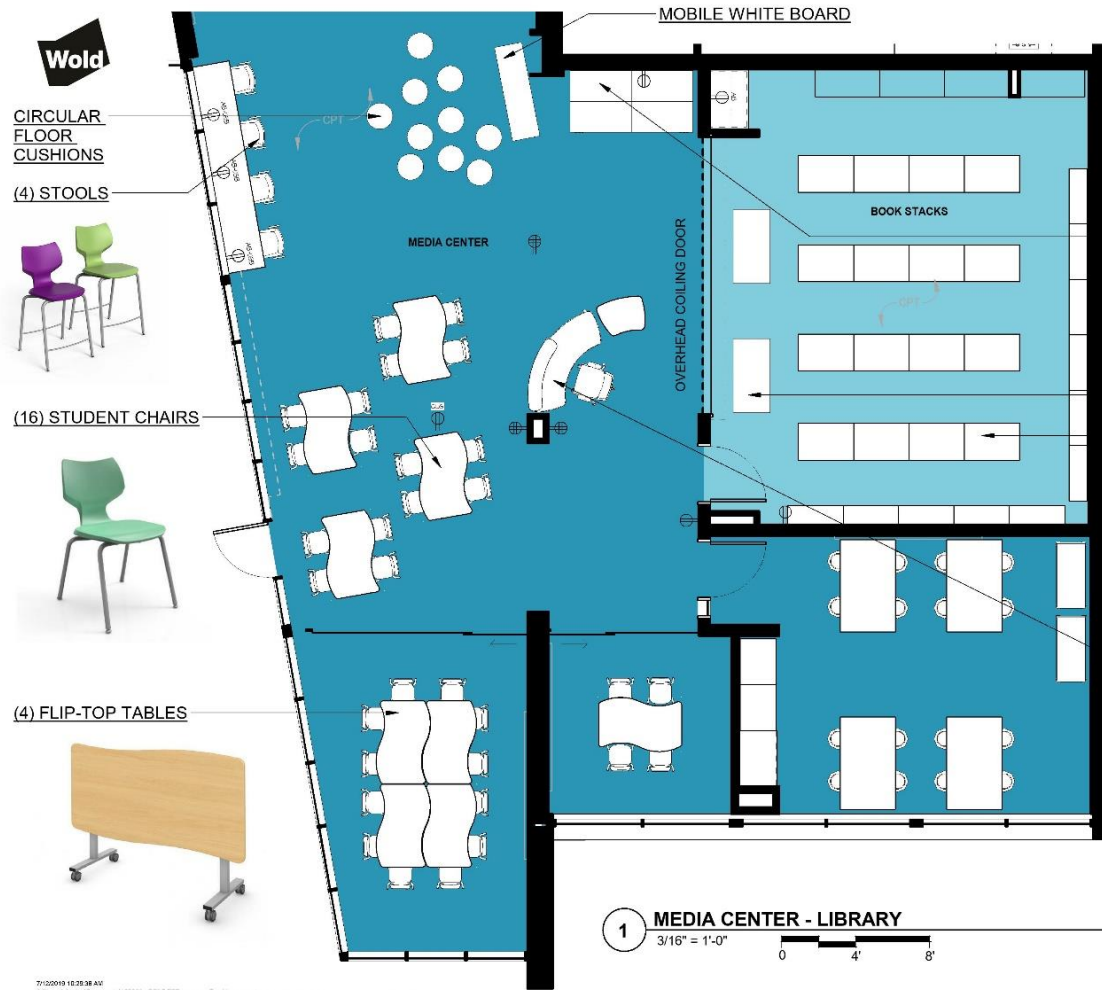
# Elementary Classroom Layouts



# Typical Furniture Pieces - Media & Flex



# RDLS Media Furniture Plan



## Independent School District #280 Richfield Dual Language School - 2019 FFE Package

### QUESTIONS:

### NOTES:



### (2) TIERED SOFT SEATING

### USER GROUP COMMENTS

- MEDIA CENTER
  - MOBILE CHECK-OUT DESK WITH CHAIR
  - TABLES AND CHAIRS FOR ONE CLASS (28 STUDENTS)
- BOOK STACKS
  - BOOK SHELVES FOR 11,000 BOOKS
  - 2 LARGE BOOK BINS

### (2) BOOK BINS

### BOOK SHELVES



### (1) MOBILE CHECKOUT STATION

- (1) MOBILE DESK
- (1) DROP OFF CABINET
- (1) TASK CHAIR



MEDIA CENTER -  
LIBRARY  
Page 10

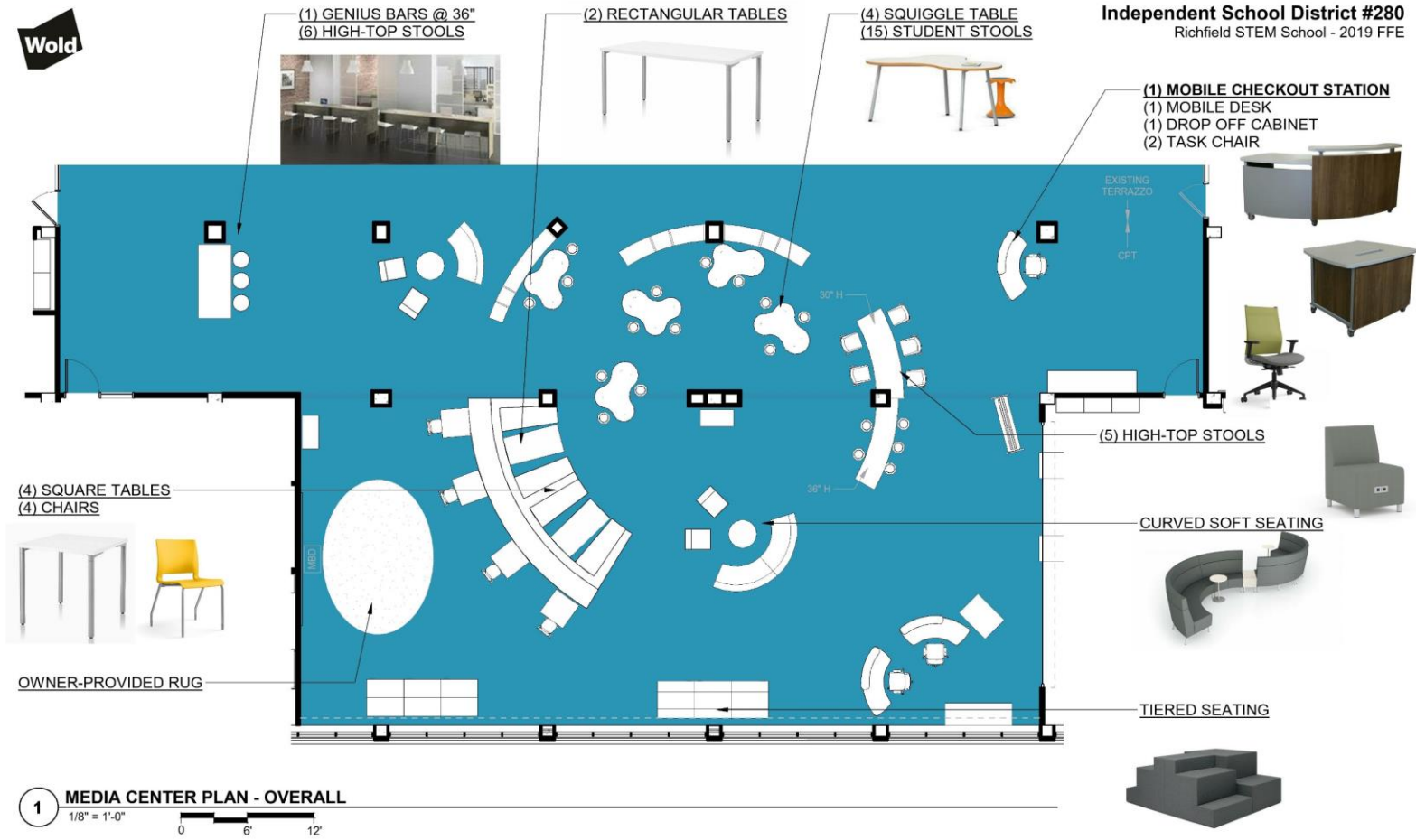
Comm No: 182289

7/1/2019 10:26:38 AM  
C:\Users\miller\OneDrive\Documents\182289 - RDLS FFE\miller@rdls.net  
C:\Users\miller\OneDrive\Documents\182289 - RDLS FFE\Richfield Dual Language School\182289\_2019 FFE\02\_ARCH\Plan\182289 - RDLS FFE.dwg





# RSTEM Media Furniture Plan

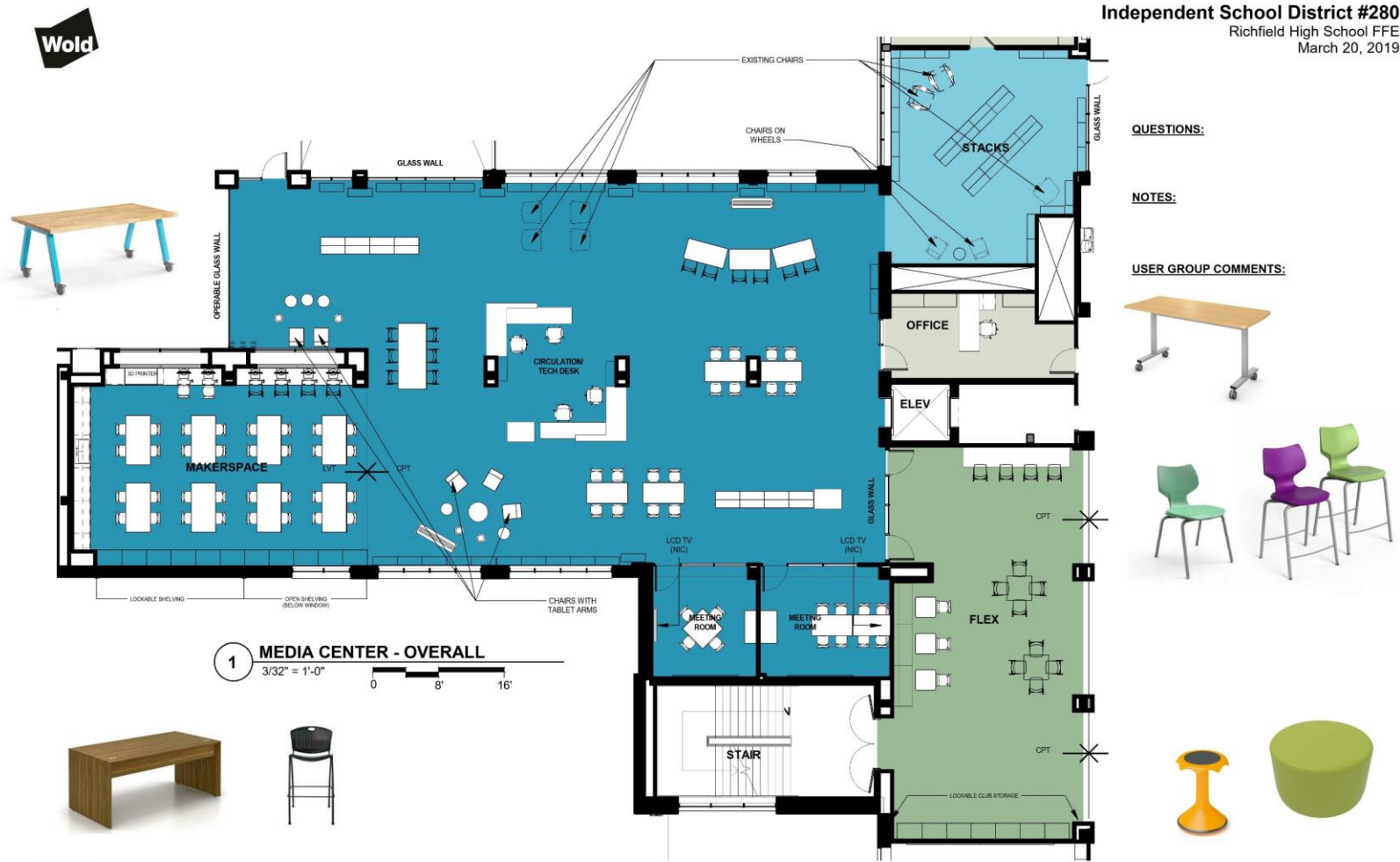


7/13/2019 10:53:56 AM  
C:\Users\mshelton\Documents\182288 - Richfield STEM School FFE\_mshelton\media\_center.mxd  
1/18/2019 10:53:56 AM  
1/18/2019 10:53:56 AM  
1/18/2019 10:53:56 AM



# RHS Media Furniture Plan

Independent School District #280  
Richfield High School FFE  
March 20, 2019



# Other progress

## ▶ Interior Room Signage

- Incorporate new branding into interior room signage

## ▶ Window Blinds

- Established standard roller shade throughout district
- Order blinds as projects and phases are complete



# Furniture Projects Timeline

- ▶ Furniture installation at RDLS, RSTEM (Phase 1), RHS (Phase 1&2)
  - ▶ August 2019
- ▶ Furniture User Group Meetings for CES, SHES, & RMS
  - ▶ September/October 2019
- ▶ Ongoing Furniture Installations upon construction project completion
  - ▶ Fall 2019-August 2021





Questions  
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# Facilities Project Update

July 15, 2019

ics | CONSULTING, INC

**Wold**

# Current Project Design Status

- ▶ **Current Design Status**
  - ▶ **RHS, RDLS and RSTEM**
    - ▶ Finalization of Signage and Window Treatments is underway
    - ▶ RHS - Furniture design for future phased work continues.
  - ▶ **Centennial Elementary**
    - ▶ Design Documents have been issued for estimates.
      - ▶ Estimates to be completed by the end of next week
  - ▶ **Sheridan Hills Elementary**
    - ▶ Design Documents to be issued on July 16<sup>th</sup> for estimates
      - ▶ Expecting 3 weeks for estimating completion.
  - ▶ **Middle School**
    - ▶ Design documents are scheduled to be issued on July 26 for estimates.
      - ▶ Expecting 3-4 weeks for estimating completion.



# Current Project Status

- ▶ Construction Status - RDLS
  - ▶ Kitchen
    - ▶ All underground plumbing completed
    - ▶ Floor slabs have been poured
    - ▶ Concrete block walls continue to be installed along with the associated Mechanical and Electrical Rough-In work.
    - ▶ Structural Steel to be set this week



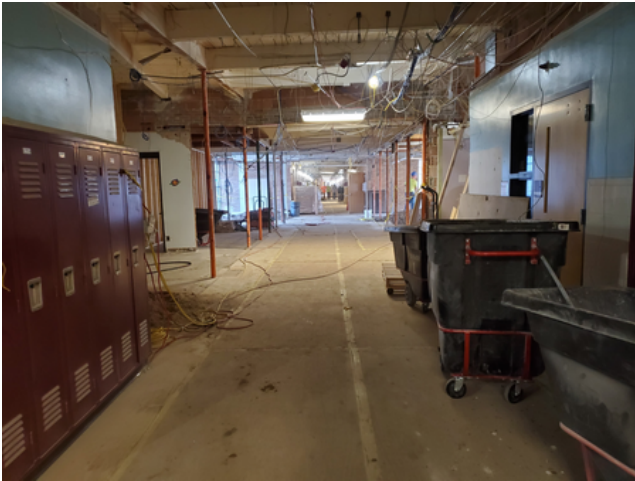


# Current Project Status

- ▶ Construction Status - RDLS
  - ▶ Entry and Media Additions
    - ▶ All underground plumbing and Electrical rough-ins completed
    - ▶ Floor slabs have been poured
    - ▶ Concrete block walls continue to be installed along with the associated Mechanical and Electrical Rough-In work.
    - ▶ Structural Steel to be set this week



## Current Project Status - RDLS





# Current Project Status

- ▶ Construction Status - RSTEM
  - ▶ Interior Renovations
    - ▶ Bathroom renovations continue
    - ▶ Media Center renovations
    - ▶ Classroom mechanical
    - ▶ Flexible Learning space formation



## Current Project Status - RSTEM





# Current Project Status

- ▶ Construction Status - RHS
  - ▶ Entrance Addition
    - ▶ Footings have all been poured for the main entrance.
    - ▶ The NW connections have been completed with below grade masonry, waterproofing and have been backfilled.
    - ▶ Structural masonry walls and steel to begin this week.
    - ▶ Site utility work continues with Storm Sewer Storage system work.



# Current Project Status

- ▶ Construction Status - RHS
  - ▶ New HS Admin Space in former DO Space
    - ▶ Interior wall framing is complete.
    - ▶ Gypsum board taping and sanding is ongoing.
    - ▶ Mechanical and Electrical work continues throughout.





# Current Project Status

- ▶ Construction Status - RHS
  - ▶ New Courtyard Addition
    - ▶ Helical Pier install has been completed.
    - ▶ Concrete Piers being formed.
    - ▶ Underground plumbing and electrical has been roughed-in.



# Current Project Status

- ▶ Construction Status - RHS
  - ▶ Interior Renovations
    - ▶ Kitchen underground plumbing work is ongoing.
    - ▶ Commons area demolition is nearing completion.
    - ▶ Mechanical and electrical work continues throughout.
    - ▶ Classroom mechanical work continues.
    - ▶ Media Center framing continues.





## Current Project Status - RHS



## Current Project Status - RHS





Questions  
?



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

**Regular Meeting, July 15, 2019**

**Subject: 2018-19 Resident Special Education Unduplicated Child Count**

(Prepared by Mary Clarkson)

The attached report summarizes the results of this year's special education child count.



**RICHFIELD PUBLIC SCHOOLS**  
**2018-2019 SPECIAL EDUCATION UNDUPLICATED CHILD COUNT**

<b>AREA OF DISABILITY</b>	<b>14-15</b>	<b>15-16</b>	<b>16-17</b>	<b>17-18</b>	<b>18-19</b>
Speech/Language Impaired (401)	128	134	127	103	95
Developmental Cognitive Disabilities: Mild-Moderate (DCD:MM) (402)	23	27	29	30	33
Developmental Cognitive Disabilities: Severe-Profound (DCD:SP) (403)	5	6	8	5	4
Physically Impaired (404)	19	15	13	11	11
Hearing Impaired (405)	13	15	12	10	10
Visually Impaired (406)	1	1	2	2	1
Specific Learning Disability (407)	206	174	167	178	190
Emotional Behavioral Disorder (408)	74	74	79	60	77
Deaf/Blind (409)	1	1	1	0	0
Other Health Disabilities (410)	75	71	74	66	83
Autism Spectrum Disorder (411)	115	133	127	120	136
Developmentally Delayed (ECSE) (412)	116	106	111	131	132
Traumatic Brain Injured (414)	3	1	2	0	0
Severely Multiply Impaired (416)	16	19	21	18	21
<b>Total</b>	<b>795</b>	<b>777</b>	<b>773</b>	<b>767</b>	<b>793</b>

Resident Students Served in District	688	657	646	617	646
Resident Students Outside District*	107	120	128	150	129
Special Education FTE	78.3	81.5	78.1	78.1	80.6
Non-Resident Students Served in District	93	94	86	117	98

\*includes students receiving services at 287

On December 1, 2018, the annual unduplicated child count was conducted by the special education staff as required by federal and state law. Resident students are identified as those students living within the Richfield attendance area. Not all resident students receive their educational programming through Richfield Public Schools. The total number of resident students identified as receiving special education services has increased since last year from 767 to 793.

As of December 1<sup>st</sup> child count, Richfield Public Schools **served** 744 students in special education, 646 were resident students and 98 were non-resident students. Of the 793 **resident** students, 129 were enrolled in other districts and 21 were placed in 287 special education programs. In 2017-18 Richfield **served** 734 students in special education, 617 were resident students and 117 were non-resident students. Of the 767 **resident** students 116 were enrolled in other districts and 34 were served in 287 programs. Resident districts pay tuition for the excess costs associated with providing services to non-resident students.

There have been increases to note in the numbers of students identified as having Specific Learning Disability, Emotional Behavior Disorder, Other Health Impairments and Autism Spectrum Disorder. A decrease to note was seen in students whose primary handicapping condition was Speech Language Impaired.

An area of interest is in the Developmentally Delayed (ECSE) category. When children birth to age six qualify for special education services they can now do so in one of three ways:

1. They can qualify by meeting the criteria for developmentally delayed (ECSE); or
2. They can qualify by meeting the criteria for one of the more specific disability categories; or
3. They may qualify by having a medically diagnosed condition or disorder that has a high probability of resulting in a developmental delay. (For children ages birth through age two)

The numbers of students listed as Developmentally Delayed (ECSE) is only a partial count of students with disabilities within this age grouping. In actuality, 191 children ages birth through six years were receiving special education services at the time of our December count.

Special education services continue to be provided either indirectly (consultation/monitoring of student progress with teachers and/or parents) or directly (working with the student within the regular classroom, resource room or self-contained setting).



# **Special Education Child Count**

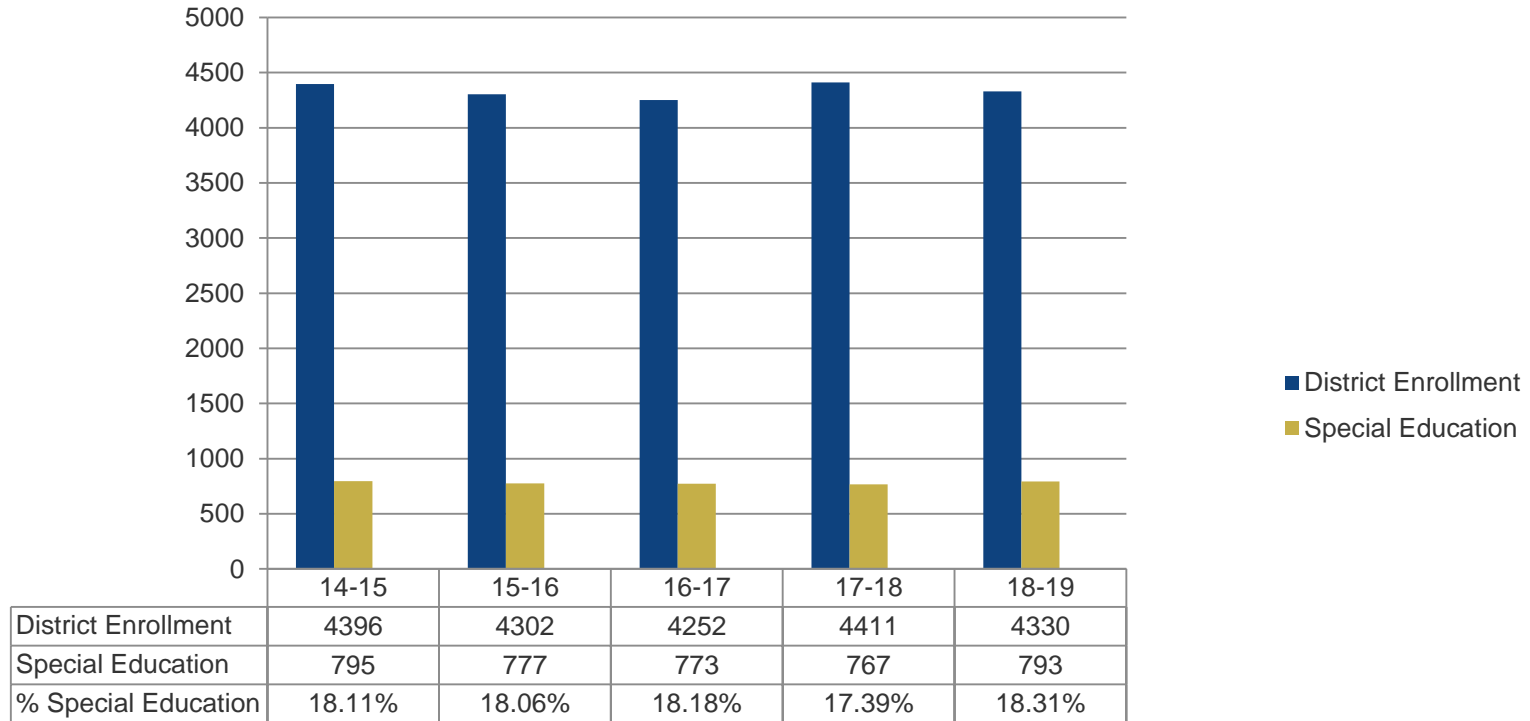
**July 15, 2019**

# December 1, 2018 Child Count

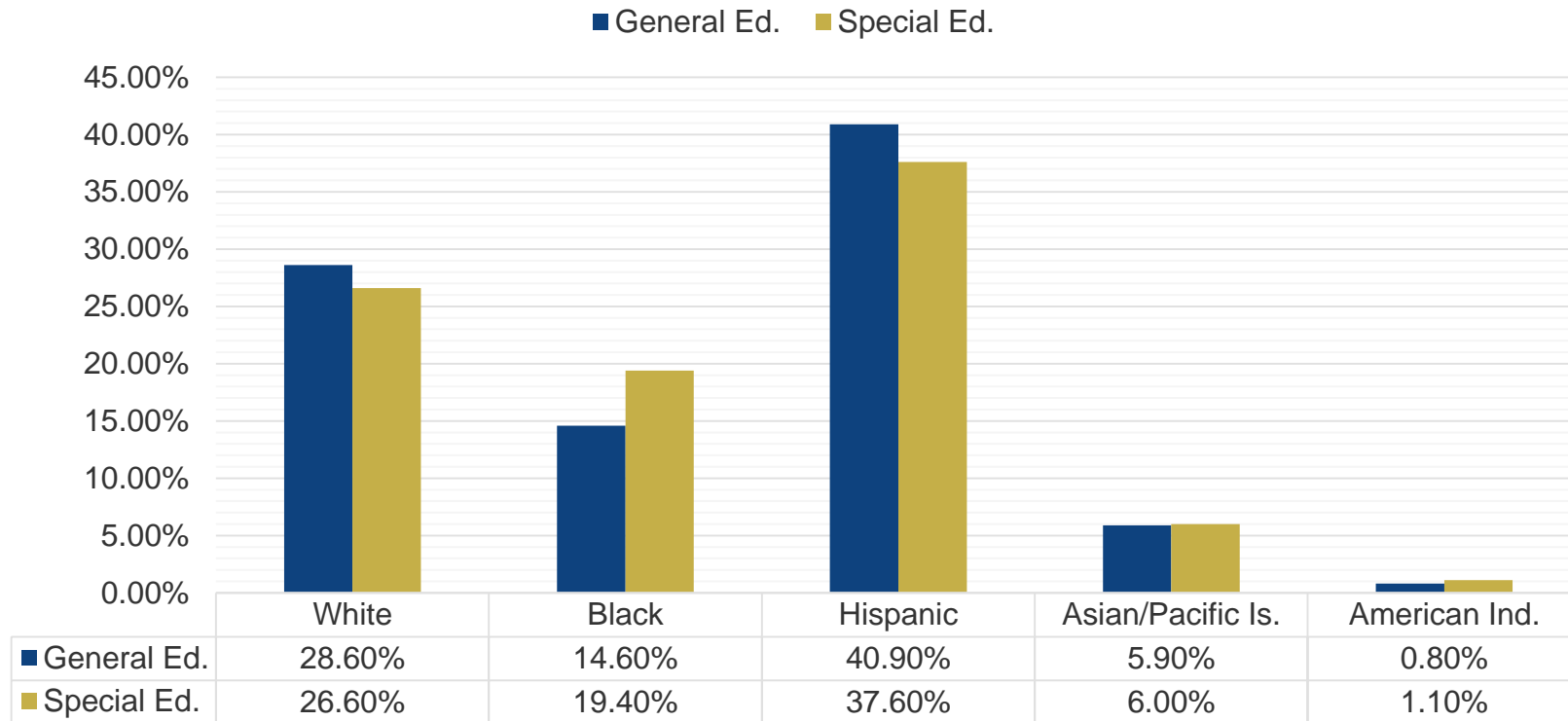


<b>Richfield Unduplicated Child Count</b>	<b>793</b>
<b>Receiving service in Richfield</b>	<b>744</b>
○ Non-resident served	98
<b>Resident students served out of District</b>	<b>150</b>
○ <b>Intermediate 287</b>	<b>21</b>
■ Special Education Placements	12
■ Alternative Learning Center	7
■ Court Placed or Day Treatment	2
<b>Open Enrolled or Private School</b>	<b>129</b>

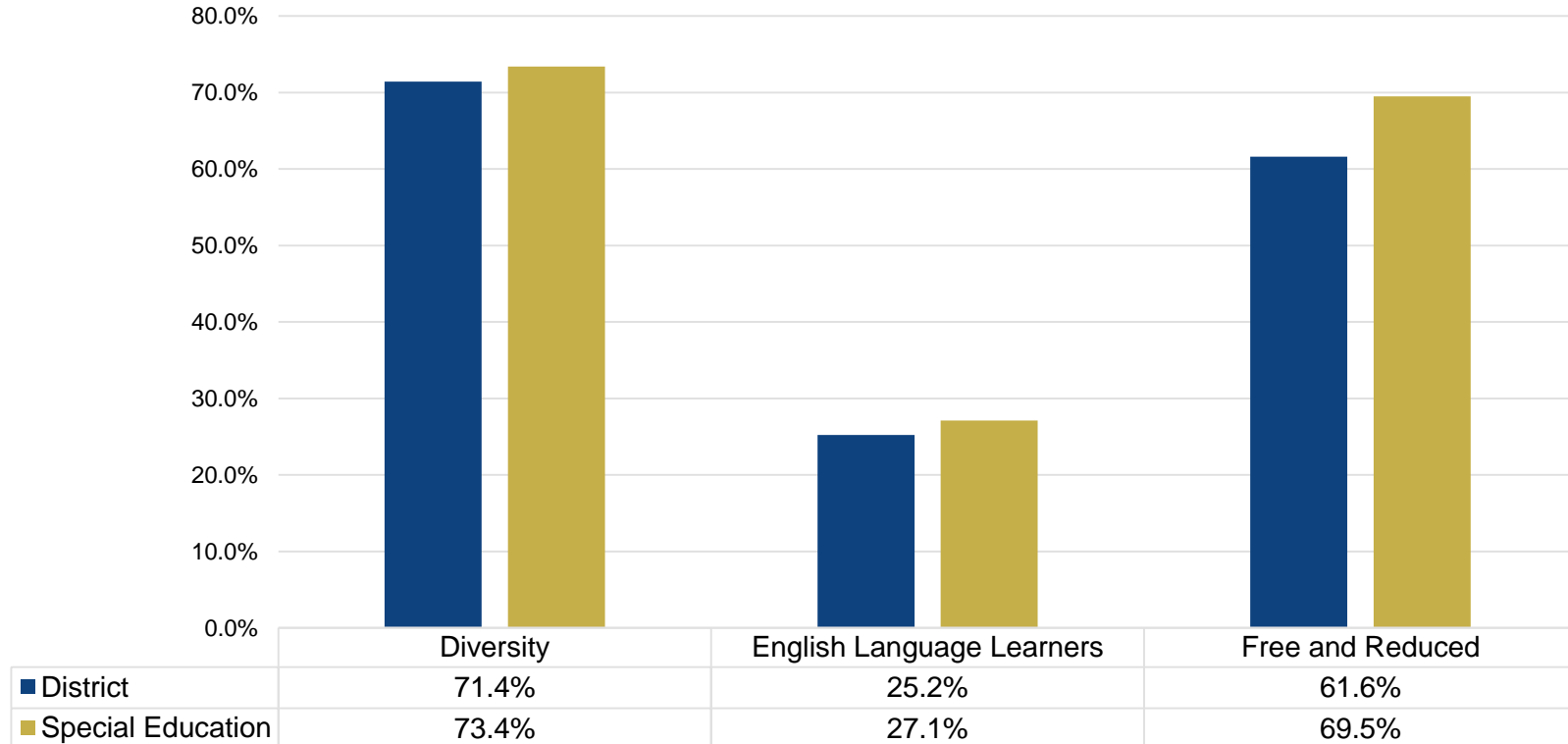
# Five year Unduplicated Child Count Comparison



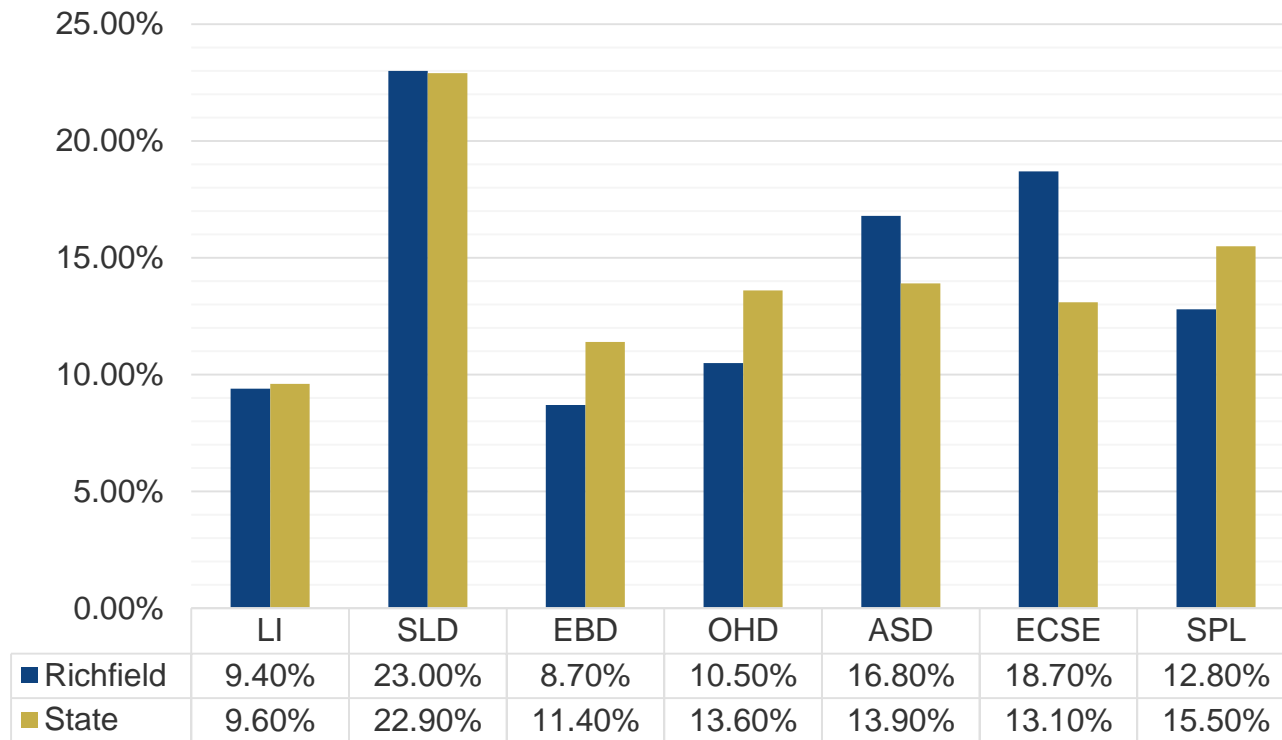
# Special Education Compared to General Education by Ethnicity



# Special Education Demographics Compared to General Education



# Disability Compared to State



LI - Low Incident

SLD - Specific  
Learning Disabilities

EBD - Emotional  
Behavior Disorder

OHD - Other Health  
Disorder

ASD - Autism  
Spectrum Disorder

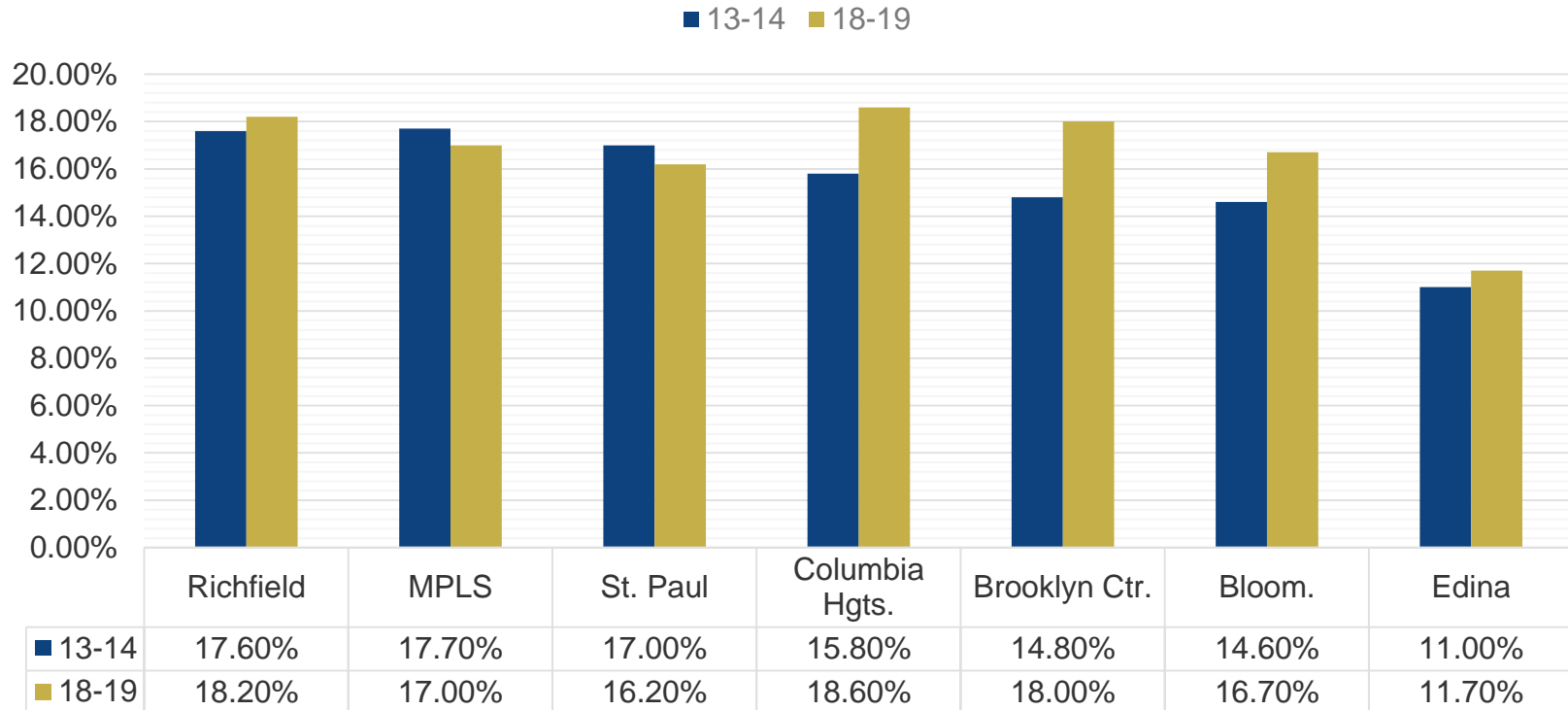
ECSE - Early  
Childhood Special Ed

SPL - Speech  
Language Impaired



# Child Count Comparison by District -

## Public School Students



# Improvements



- 287 Placements
  - Reduced placements
  - Transitioned students back to Richfield Public Schools
- MDE Compliance visit
- Leads, School Psychologists, and Speech/Language Pathologists

# Focus



- Identification
  - Specific Learning Disabilities - Hispanic
  - Emotional Behavioral Disorders - Black
    - Analyze our evaluation practices
- Pre-referral interventions and a standard Student-Teacher Assistance Team process (STAT)

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	293750	05/16/2019	FULLER MICHAEL	R	220.00
01	293751	05/16/2019	THURMAN, JENNIFER M	R	520.00
01	293752	05/16/2019	VOIGT JULIE	R	150.00
01	293753	05/16/2019	ALEXANDER FULLER	R	220.00
01	293754	05/20/2019	SCOTT SHAW	R	3,420.00
01	293755	05/22/2019	ALLIED PROFESSIONALS, INC.	R	210.00
01	293756	05/22/2019	ARNEBECK CAROLYN	R	125.00
01	293757	05/22/2019	BACKLUND CHAD G	R	70.00
01	293758	05/22/2019	BARNES & NOBLE BOOK	R	203.66
01	293759	05/22/2019	BAYADA	R	3,875.00
01	293760	05/22/2019	BRIGGS AMY	R	70.00
01	293761	05/22/2019	BRINK'S INCORPORATED	R	1,222.40
01	293762	05/22/2019	BSN SPORTS	R	11,318.72
01	293763	05/22/2019	BUSINESS ESSENTIALS	R	9.05
01	293764	05/22/2019	CANON USA	R	213.06
01	293765	05/22/2019	CANHAM CRAIG	R	190.00
01	293766	05/22/2019	CARQUEST AUTO PARTS	R	357.37
01	293767	05/22/2019	CDW GOVERNMENT INC	R	435.82
01	293768	05/22/2019	CERNEY JON	R	78.00
01	293769	05/22/2019	CINTAS CORPORATION NO 2	R	93.58
01	293770	05/22/2019	CITY OF RICHFIELD	R	11,258.30
01	293771	05/22/2019	COMMERCIAL KITCHEN	R	675.00
01	293772	05/22/2019	COMMITTEE FOR CHILDREN	R	1,766.00
01	293773	05/22/2019	CRISTINA FURNESS RUBIO	R	20.00
01	293774	05/22/2019	DICK BLICK COMPANY	R	484.46
01	293775	05/22/2019	PURCHASE POWER	R	1,168.08
01	293776	05/22/2019	ECM PUBLISHERS INC	R	101.15
01	293777	05/22/2019	EVANS DANIEL	R	210.00
01	293778	05/22/2019	FOLEY SEAN	R	125.00
01	293779	05/22/2019	FRONTLINE TECHNOLOGIES GROUP LLC	R	5,113.83
01	293780	05/22/2019	WW GRAINGER INC	R	858.61
01	293781	05/22/2019	GROUP MEDICAREBLUE RX	R	7,392.00
01	293782	05/22/2019	GUFFEY, GREG	R	500.00
01	293783	05/22/2019	HILLYARD	R	20,352.31
01	293784	05/22/2019	HOFFMAN RICHARD	R	78.00
01	293785	05/22/2019	HOGLUND BUS CO INC	R	410.81
01	293786	05/22/2019	INNOVATIVE OFFICE SOLUTIONS LLC	R	1,279.60
01	293787	05/22/2019	INTERMEDIATE DISTRICT 287	R	90,480.52
01	293788	05/22/2019	JW PEPPER & SON INC	R	84.88
01	293789	05/22/2019	KAUTZMAN MICHAEL ALAN	R	175.00
01	293790	05/22/2019	KERAN TIMOTHY P	R	78.00
01	293791	05/22/2019	KIIHN, ROB	R	78.00
01	293792	05/22/2019	KINECT ENERGY INC	R	28,606.38
01	293793	05/22/2019	KLEIN, SAM	R	78.00
01	293794	05/22/2019	KUSKE MARK	R	210.00
01	293795	05/22/2019	LAKESHORE LEARNING MATERIALS	R	1,668.75
01	293796	05/22/2019	LITFIN NICHOLAS	R	78.00
01	293797	05/22/2019	LOS SANCHEZ TAQUERIA LLC	R	1,044.00
01	293798	05/22/2019	LYBECK CLARA	R	20.00

01	293799	05/22/2019	MACKIN BOOK COMPANY	R	4,427.54
01	293800	05/22/2019	MADISON NATIONAL LIFE INS CO INC	R	14,743.31
01	293801	05/22/2019	MCGRAW-HILL SCHOOL EDUCATION	R	1,599.42
01	293802	05/22/2019	MEARS CANDY	R	61.00
01	293803	05/22/2019	MELGAR ERICK	R	20.00
01	293804	05/22/2019	MENARDS - RICHFIELD	R	60.27
01	293805	05/22/2019	METRO ECSU	R	750.00
01	293806	05/22/2019	METROPOLITAN MECHANICAL CONTRACTORS	R	8,063.74
01	293807	05/22/2019	MIDWEST BUS PARTS INC	R	390.00
01	293808	05/22/2019	MILLER BRETT	R	78.00
01	293809	05/22/2019	MINNESOTA CLAY COMPANY	R	307.88
01	293810	05/22/2019	MINUTEMAN PRESS OF RICHFIELD	R	611.31
01	293811	05/22/2019	MORROW DONALD	R	78.00
01	293812	05/22/2019	MOSHIER LENNY	R	70.00
01	293813	05/22/2019	MULTILINGUAL WORD INC	R	950.00
01	293814	05/22/2019	NAPA AUTO PARTS	R	15.49
01	293815	05/22/2019	OCCUPATIONAL MEDICINE CONSULTANTS	R	29.25
01	293816	05/22/2019	OLSON CHAD	R	400.00
01	293817	05/22/2019	OVERBY LANDON	R	210.00
01	293818	05/22/2019	PLATTETER DESIREE	R	98.00
01	293819	05/22/2019	POESCHEL RON	R	78.00
01	293820	05/22/2019	REGENTS OF THE UNIV OF MINNESOTA	R	2,500.00
01	293821	05/22/2019	RICHARDSON EUGENE	R	70.00
01	293822	05/22/2019	RIESGRAF CYNTHIA	R	61.00
01	293823	05/22/2019	RUDOLPH ANNIKA	R	20.00
01	293824	05/22/2019	RUNGE PHILLIP	R	70.00
01	293825	05/22/2019	RUPP ANDERSON SQUIRES & WALDSPURGER	R	1,132.70
01	293826	05/22/2019	SABREENA PREAMWATTIE RAGNUNATH	R	20.00
01	293827	05/22/2019	SCHOOL HEALTH CORPORATION	R	202.90
01	293828	05/22/2019	SCHOOL SERVICE EMPLOYEES UNION	R	9,368.03
01	293829	05/22/2019	SHAWN JACK	R	70.00
01	293830	05/22/2019	SHRED IT USA	R	1,456.00
01	293831	05/22/2019	SMITH ELIAH	R	40.00
01	293832	05/22/2019	SUBSCRIPTION SERVICES OF AMERICA IN	R	225.65
01	293833	05/22/2019	SUPREME SCHOOL SUPPLY	R	72.83
01	293834	05/22/2019	TOMAS KELLY R	R	61.00
01	293835	05/22/2019	TOTAL ENTERTAINMENT/KIDSDANCE PROD	R	350.00
01	293836	05/22/2019	TRUST POINT	R	3,144.25
01	293837	05/22/2019	TRUSTED EMPLOYEES	R	124.00
01	293838	05/22/2019	UNITED HEALTHCARE	R	153.20
01	293839	05/22/2019	UNITED HEALTHCARE INSURANCE CO	R	452.68
01	293840	05/22/2019	UNITED STATES TREASURER	R	430.00
01	293841	05/22/2019	VOGEL MICHAEL	R	156.00
01	293842	05/22/2019	VOSS ELECTRIC CO	R	793.50
01	293843	05/22/2019	WALTERS JOHN	R	70.00
01	293844	05/22/2019	WENGER CORPORATION	R	129.00
01	293845	05/22/2019	WESSEL JON	R	75.00
01	293846	05/22/2019	WHITE MIKAH CHANEL	R	20.00
01	293847	05/22/2019	WILES DAVE	R	78.00
01	293848	05/22/2019	MUSICIANS FRIEND INC	R	185.90

01	293849	05/22/2019	WROGE FRED	R	210.00
01	293850	05/22/2019	ZANER BLOSER	R	625.38
01	293851	05/22/2019	ZUBAN FAMETTA	R	20.00
01	V608967	05/23/2019	LISA M BAIRD	R	46.38
01	V608968	05/23/2019	PATRICIA G M DAVIS	R	506.60
01	V608969	05/23/2019	MICHELLE D FRANZ	R	19.52
01	V608970	05/23/2019	CHRISTINA M GONZALEZ	R	133.17
01	V608971	05/23/2019	JOHN A GORSKI	R	6.85
01	V608972	05/23/2019	SUZANNE A HILLER	R	110.45
01	V608973	05/23/2019	JENNIFER KOTSMITH KRAUS	R	250.21
01	V608974	05/23/2019	CHRISTI JO MACE	R	21.90
01	V608975	05/23/2019	JONATHAN A MITCHELL	R	750.00
01	V608976	05/23/2019	ALISON M PICHEL	R	523.68
01	V608977	05/23/2019	TERESA L ROSEN	R	237.63
01	V608978	05/23/2019	BRANDON S SCHAA	R	218.59
01	V608979	05/23/2019	NICOLE C SCHIFFLER REBER	R	165.30
01	V608980	05/23/2019	MARTA I SHAHSAVAND	R	60.98
01	V608981	05/23/2019	DENISE M SIMON	R	149.64
01	V608982	05/23/2019	JENNIFER K SJOSTEN	R	148.99
01	V608983	05/23/2019	MORGAN L STEELE	R	80.34
01	V608984	05/23/2019	CARRIE A VALA	R	113.95
01	V608985	05/23/2019	MELISSA J WILLIAMS	R	7.08
01	293852	05/24/2019	HERRERA ALVARADO OSCAR	R	950.00
01	293853	05/24/2019	THEISEN JOSEPH A	R	180.00
01	293854	05/24/2019	LAURA VLAK	R	137.85
01	293855	05/24/2019	UPPER LAKES FOODS	R	1,379.30
01	293856	05/24/2019	CHICAGO AVE FINE ARTS CNTR (CAFAC)	R	245.00
01	293857	05/29/2019	ALL STATE COMMUNICATIONS INC	R	590.00
01	293858	05/29/2019	ALLIED PROFESSIONALS, INC.	R	543.00
01	293859	05/29/2019	ALTMAN ADAM	R	380.00
01	293860	05/29/2019	ANCHOR PAPER COMPANY	R	1,477.50
01	293861	05/29/2019	BARNES & NOBLE BOOK	R	80.88
01	293862	05/29/2019	BIG APPLE BAGELS	R	706.99
01	293863	05/29/2019	BIPES, DAVID HAROLD	R	420.00
01	293864	05/29/2019	BOILER SERVICES INC	R	801.10
01	293865	05/29/2019	BUSINESS ESSENTIALS	R	95.98
01	293866	05/29/2019	CANON USA	R	3,751.23
01	293867	05/29/2019	CAPITAL ONE COMMERCIAL	R	294.85
01	293868	05/29/2019	CARQUEST AUTO PARTS	R	72.07
01	293869	05/29/2019	CDW GOVERNMENT INC	R	106.10
01	293870	05/29/2019	CINTAS CORPORATION NO 2	R	93.58
01	293871	05/29/2019	CRISIS PREVENTION INSTITUTE INC	R	450.00
01	293872	05/29/2019	DIVERSIFIED SNACK DISTRIBUTION	R	973.18
01	293873	05/29/2019	DISCOUNT SCHOOL SUPPLY	R	3,455.45
01	293874	05/29/2019	EDUCATORS BENEFIT CONSULTANTS LLC	R	301.80
01	293875	05/29/2019	ETTEL & FRANZ ROOFING CO	R	1,447.00
01	293876	05/29/2019	FASTSIGNS	R	87.00
01	293877	05/29/2019	FIRST BOOK MARKETPLACE	R	44.40
01	293878	05/29/2019	WW GRAINGER INC	R	188.95
01	293879	05/29/2019	GSSC-GENERAL SECURITY SERVICE	R	466.00

01	293880	05/29/2019	H BROOKS AND COMPANY LLC	R	11,075.92
01	293881	05/29/2019	HAWKINS INC	R	3,084.87
01	293882	05/29/2019	HAWLEY ELIZABETH	R	60.00
01	293883	05/29/2019	HILLYARD	R	3,139.82
01	293884	05/29/2019	INSTITUTE FOR ENVIROMENTAL	R	1,865.25
01	293885	05/29/2019	INTERMEDIATE DISTRICT 287	R	535.55
01	293886	05/29/2019	JAYTECH, INC	R	772.46
01	293887	05/29/2019	JORDE ROSANN	R	324.00
01	293888	05/29/2019	KELLEY FUELS INC	R	732.25
01	293889	05/29/2019	KROWN APPAREL	R	135.00
01	293890	05/29/2019	LARSEN TERREL S	R	60.50
01	293891	05/29/2019	LOFFLER COMPANIES	R	530.00
01	293892	05/29/2019	MEYERS MELINDA	R	27.50
01	293893	05/29/2019	MIDWEST BUS PARTS INC	R	243.14
01	293894	05/29/2019	MINNESOTA HISTORICAL SOCIETY	R	2,100.00
01	293895	05/29/2019	MN DEPT OF LABOR AND INDUSTRY	R	100.00
01	293896	05/29/2019	MPCA	R	260.12
01	293897	05/29/2019	MSBA-MINNESOTA SCHOOL BOARD ASSOC	R	695.00
01	293898	05/29/2019	PAN O GOLD BAKING CO	R	591.30
01	293899	05/29/2019	HOLISTIC KNEADS LLC	R	180.00
01	293900	05/29/2019	RYAN JEANNIE M	R	766.57
01	293901	05/29/2019	SHERWIN WILLIAMS CO	R	355.19
01	293902	05/29/2019	SITEONE LANDSCAPE SUPPLY LLC	R	15.03
01	293903	05/29/2019	STATE SUPPLY COMPANY	R	38.37
01	293904	05/29/2019	STERLING SYSTEMS, INC.	R	750.00
01	293905	05/29/2019	THUROW STEPHANIE J	R	78.00
01	293906	05/29/2019	TRIO SUPPLY COMPANY	R	785.94
01	293907	05/29/2019	TWIN CITY GARAGE DOOR	R	1,365.00
01	293909	05/29/2019	UPPER LAKES FOODS	R	19,106.97
01	293910	05/29/2019	VELOCITY DRAIN SERVICES INC	R	335.00
01	293911	05/29/2019	VIG SOLUTIONS INC	R	569.00
01	293912	05/29/2019	XCEL ENERGY	R	246.15
01	293913	05/30/2019	SCOTT GRAFF	R	224.00
01	293914	05/31/2019	WE CHARITY	R	891.44
01	293915	05/31/2019	THOMAS J TAFF	R	494.00
01	293919	05/31/2019	AMAZON.COM SYNCB/AMAZON	R	7,206.48
01	293920	05/31/2019	CATALYST BUYING GROUP LLC	R	5,021.19
01	293921	05/31/2019	ECCO MIDWEST INC	R	52,345.00
01	293922	05/31/2019	IDEAL ENERGIES LLC	R	992.09
01	293923	05/31/2019	INSTITUTE FOR ENVIROMENTAL	R	29,184.35
01	293924	05/31/2019	KELLEY FUELS INC	R	18,930.75
01	293925	05/31/2019	LOFFLER COMPANIES	R	782.40
01	293926	05/31/2019	NAVIANCE	R	5,487.50
01	293927	05/31/2019	RATWIK ROSZAK & MALONEY PA	R	253.00
01	293928	05/31/2019	TITAN ENVIROMENTAL, INC.	R	80,987.50
01	293929	05/31/2019	UNIVERSITY OF MINNESOTA	R	16,820.00
01	293930	05/31/2019	VSP VISION SERVICE PLAN	R	1,449.25
01	293931	05/31/2019	XCEL ENERGY	R	26,425.20
01	293932	06/05/2019	AAPC INC	R	31.95
01	293933	06/05/2019	ALLIED PROFESSIONALS, INC.	R	528.63

01	293934	06/05/2019	BARDAL WILLIAM	R	70.00
01	293935	06/05/2019	BAYADA	R	3,012.50
01	293936	06/05/2019	BEYOND PLAY LLC	R	45.94
01	293937	06/05/2019	BRAMBILLA'S LEASE SYSTEMS, INC	R	2,161.00
01	293938	06/05/2019	BROWN BOB	R	100.00
01	293939	06/05/2019	BSN SPORTS	R	405.95
01	293940	06/05/2019	BUSINESS ESSENTIALS	R	76.15
01	293941	06/05/2019	CITY OF RICHFIELD	R	6,522.09
01	293942	06/05/2019	DARK KNIGHT SOLUTIONS, LLC	R	350.00
01	293943	06/05/2019	DEAN'S TANK, INC.	R	7,750.00
01	293944	06/05/2019	DIVERSIFIED SNACK DISTRIBUTION	R	409.45
01	293945	06/05/2019	ECM PUBLISHERS INC	R	113.05
01	293946	06/05/2019	ECOLAB INC	R	217.02
01	293947	06/05/2019	EDUCATORS BENEFIT CONSULTANTS LLC	R	696.15
01	293948	06/05/2019	SAMUEL GRACE	R	300.00
01	293949	06/05/2019	WW GRAINGER INC	R	393.99
01	293950	06/05/2019	H BROOKS AND COMPANY LLC	R	5,420.92
01	293951	06/05/2019	HENDRICKX ERIC JOHN	R	78.00
01	293952	06/05/2019	HILLYARD	R	6,922.77
01	293953	06/05/2019	HOWARD DOMINIC	R	70.00
01	293954	06/05/2019	INNOVATIVE OFFICE SOLUTIONS LLC	R	1,279.60
01	293955	06/05/2019	INTERSTATE ALL BATTERY CENTER	R	16.95
01	293956	06/05/2019	JOHNSON CRAIG	R	70.00
01	293957	06/05/2019	KELLEY FUELS INC	R	1,181.21
01	293958	06/05/2019	KOZIK BILL	R	78.00
01	293959	06/05/2019	MATRIX COMMUNICATIONS INC	R	3,139.88
01	293960	06/05/2019	MENARDS - RICHFIELD	R	99.94
01	293961	06/05/2019	METRO TRANSIT	R	400.00
01	293962	06/05/2019	MINNESOTA CLAY COMPANY	R	68.50
01	293963	06/05/2019	MINNESOTA MEMORY, INC.	R	1,416.83
01	293964	06/05/2019	MINNESOTA ZOO	R	97.00
01	293965	06/05/2019	MULTILINGUAL WORD INC	R	1,208.75
01	293966	06/05/2019	NCS PEARSON INC	R	1,264.52
01	293967	06/05/2019	NIEMEYER MATTHEW	R	78.00
01	293968	06/05/2019	NORTHERN STAR COUNCIL / BSA	R	518.00
01	293969	06/05/2019	OCCUPATIONAL MEDICINE CONSULTANTS	R	185.00
01	293970	06/05/2019	GLYNLYON INC	R	1,800.00
01	293971	06/05/2019	ON SITE SANITATION	R	3,696.69
01	293972	06/05/2019	PAN O GOLD BAKING CO	R	359.95
01	293973	06/05/2019	PAPCO, INC.	R	58.83
01	293974	06/05/2019	SHIBLEY JEREMY	R	70.00
01	293975	06/05/2019	SUBURBAN TIRE WHOLESALE	R	439.84
01	293976	06/05/2019	TAFFE SARAH ANN	R	7,568.16
01	293977	06/05/2019	THOMPSON ERROL	R	140.00
01	293978	06/05/2019	TIRE TOWN INC	R	112.00
01	293979	06/05/2019	TRIO SUPPLY COMPANY	R	1,293.58
01	293980	06/05/2019	TRISTATE BOBCAT INC	R	275.00
01	293981	06/05/2019	ULINE	R	78.87
01	293983	06/05/2019	UPPER LAKES FOODS	R	17,438.08
01	293984	06/05/2019	VALLEYFAIR	R	1,392.00



01	293985	06/05/2019	VERNIER SOFTWARE	R	2,948.57
01	293986	06/05/2019	VIKINGLAND BAND FESTIVAL INC	R	935.00
01	293987	06/05/2019	ALLSTATE PETERBILT OF S ST PAUL	R	342.00
<b>E-PAY &amp; CHECK TOTAL</b>					<b>660,239.40</b>

## CHECK RUNS FOR 06/10/2019 BOARD MEETING

BANK 05	DATE	AMOUNT
E-Pays	5/23/2019	3,551.26
Checks	5/16/2019	1,110.00
	5/20/2019	3,420.00
	5/22/2019	248,294.57
	5/24/2019	2,892.15
	5/29/2019	67,750.96
	5/30/2019	224.00
	5/31/2019	247,270.15
	6/5/2019	85,726.31

**CHECK REGISTER BANK 05 TOTAL =**

**660,239.40**

**TOTAL =**

**660,239.40**

### BREAKDOWN

01-206-00	375,273.92
02-206-00	61,144.41
03-206-00	25,471.66
04-206-00	16,380.05
06-206-00	175,848.05
07-206-00	-
08-206-00	-
20-206-00	301.80
21-206-00	-
47-206-00	-
50-206-00	5,819.51

**BANK TOTAL =**

**660,239.40**

## 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, June 10, 2019**  
**7:00 pm School Board Meeting**

### CALL TO ORDER

The regular meeting of the Board of Education of ISD 280, Hennepin County, Richfield, Minnesota was held on Monday, June 10, 2019, in the Bartholomew Room of the Richfield Municipal Center, 6700 Portland Avenue, Richfield, Minnesota. Chair Crystal Brakke called the Regular Board Meeting to order at 7:06 pm with the following school board members in attendance: Timothy Pollis, John Ashmead, Paula Cole, Peter Toensing and Christine Maleck.

Administrators present were Superintendent Steven Unowsky, Assistant Superintendent Leadriane Roby, Chief Human Resources & Administrative Officer Craig Holje, Executive Director Clarkson and Directors Nielsen and Gilligan.

Also present were Student Representatives Diego Luis Niquio and Naseer Folsom.

### REVIEW AND APPROVAL OF THE AGENDA

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

### INFORMATION AND PROPOSALS -- NON-ACTION ITEMS

#### Public Comment

Kyle Notting – Richfield Resident  
Mia Simpson – Richfield Resident

#### Superintendent Update

1. Branding and Marketing Update
2. RCEP Relocation/Hope Church Update
3. Q Comp Annual Presentation with Survey Results
4. Health and Safety Update

## Commendations

### **Congratulations to the Art Department – from Jen Kotsmith Kraus**

The Art department has just finished up with two Art shows and is very proud of our student's accomplishments.

Teen Art Show at the Augsburg Park Library, which includes art from three schools: Bloomington, Minneapolis and Richfield. Twelve awards were given out and we had four students receive awards: Katherine Urzua received an Honorable Mention award for her ceramic cup; Jesse Navarro received third place for his ceramic bird; Joel Schaefer placed First in 2D with his painting. Rowan Popiel won a show specifically provided by the Richfield Arts Commission with a ceremony at the RAC meeting in June. (Teacher Miller won't say it but his daughter Anneke also won an award in the show.)

Metro West was recently and our students showed extremely well. To put this one in perspective, we are limited to only 10 students and we show against 8 schools. 80 pieces of art, 21 awards and we had 5 students receive awards. Supremely proud of these kids! Every single one of these 10 students is amazing in itself. Awards of Achievement went to Anna Jensen for her cloud painting, Pheobe McCartan for her watercolor landscape, Anna Howard for her crystal ball photograph and Lauren Toensing for her self-portrait oil painting. The Award of Excellence went to Andy Tran for his abstract painting.

### **Congratulations to Christina Gonzalez, Director of Student Support**

**Services**, for being awarded Alumni of the Year by the University of Minnesota's School of Social Work on Thursday, April 25, 2019. Christina was honored by her University colleagues and students alike who have benefited from her leadership in developing and mentoring new social workers. Her depth of experience, breadth of knowledge and masterful skills at addressing critical issues in social work has made her one of the most sought after instructors in the school of social work. Richfield is fortunate to have such a highly respected, talented and committed Director as part of our leadership team.

## CONSENT AGENDA

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

### Routine Matters

1. Minutes of the regular meeting held May 20, 2019
2. General Disbursements as of June 5, 2019 in the amount of \$660,239.40.
3. Renewal of Contracts for Milk Products, Bread Products, and Prime Vendor

## Personnel Items

### **Management Team Resignation Per Agreement**

**Melanie Lawrence Smith** – Assistant Principal - RSTEM

### **Certified Full Time Positions for Employment – 1<sup>st</sup> Year Probation**

**Erin Neilon** – Early Childhood Special Ed. – Central Education Center

**Angela Schnobrich** – Reading Specialist – Middle School

### **Certified Full Time Positions for Employment – 2<sup>nd</sup> Year Probation**

**Taylor Jensen** – ESL – Sheridan Hills

**Vivian Osuji** – Grade 6 Mathematics – Middle School

**Gabriel Thompson** – Mathematics – RCEP

### **Certified Full Time Position for Employment – 3<sup>rd</sup> Year Probation**

**Morgan Myhra** – Special Education – Middle School

### **Certified Full Time Position for Employment – Temporary**

**Andrew Onishi** – Elementary Education – RSTEM

### **Certified Full Time Request for Leave of Absence**

**Sandra Walsh** – Occupational Therapist – currently on leave of absence

### **Certified Full Time Resignations**

**Kutner Guerrier** – School Counselor – Senior High

**Christopher Hines** – Special Education – Middle School

**Benjamin Krupnick** – Social Studies – RCEP

**Marit Oberle** – Mathematics – Senior High

**Stacy Otte** – Language Arts – Senior High

### **Certified Full Time Retirement**

**Craig Coleman** – DAPE – Multi-building

### **Certified Part Time Position for Employment – 1<sup>st</sup> Year Probation**

**Krystalle Caulkins-Duffy** – Global Language French – Senior High

### **Certified Part Time Request for Leave of Absence – Child Care**

**Emily Barstad** – Early Childhood Parent Educator – Central Education Center

### **Certified Part Time Resignation**

**Suzanne Jost** – Early Childhood ELL – Central Education Center

### **Classified Full Time Retirement – Facilities & Transportation**

**Jeff Lortis** – Truck Driver – District wide

### **Classified Full Time Resignations – Admin & Mgmt. Support Professionals**

**Audrey Santos** – Administrative Assistant 3 – Central Education Center

**Amanda Yang** – Administrative Assistant 2 – RSTEM



**Classified Full Time Probationary Termination – Paraprofessional**

**Axl Medrano-Rosales** – Campus Supervisor – Middle School

**Classified Full Time Staff Reduction – Paraprofessional**

**Kelly Holdgrafer** – Instructional Para – Middle School

**Classified Part Time Position for Employment – Outreach**

**Kadra Abdi** – 20 hr/wk Bilingual Outreach Worker – Central Education Center

**Classified Part Time Retirement – Paraprofessional**

**Judy Vaillancourt-Yerhot** – 37.5 hr/wk Instructional Para – District wide

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

**Courtney Botcher** – 35 hr/wk Production Cook – Senior High

**Donna Doheny** – 15 hr/wk Kitchen Assistant – Senior High

**Classified Part Time Resignations - Paraprofessionals**

**Gursharan Kaur** – 20 hr/wk Instructional Para – RSTEM

**Stephanie Sahlstrom Olson** – 35 hr/wk Special Ed. Para – RSTEM

**Classified Part Time Resignation – Student Engagement Specialist**

**Tremayne Jackson** – 37.5 hr/wk SES – Middle School

**Classified Part Time Probationary Termination – Paraprofessional**

**Radiance Brown** – 31.65 hr/wk Managerial Para – Senior High

**OLD BUSINESS**

Board Policy 408 and Guidelines 408.1 Gifts to Employees – Second Read

Motion by Toensing, seconded by Ashmead, and unanimously carried, the Board of Education approved Policy 408 and Guidelines 408.1 as presented.

Board Policy 547 Student Dress and Appearance and Administrative Guidelines 547.1 Richfield Dual Language School Uniform Dress - Final Read

Policy 547 and Administrative Guidelines 547.1 will be brought back to the July 15 meeting for further review.

Board Policy 541 Student Behavior and Administrative Guidelines 541.1 Student Behavior – Second Read

Policy 541 and Administrative Guidelines 541.1 will be brought back to the July 15 meeting for further review.

Changes to Bid Award – RHS – Spring/Summer 2019 Asbestos Abatement Project

Motion by Pollis, seconded by Toensing, and unanimously carried, the Board of Education authorizes the administration to enter into an agreement with Titan Environmental changing the scope of the RHS Asbestos Abatement

project to include additional piping abatement as proposed which was originally scheduled to be included in work planned for summer 2020 at a cost not to exceed \$172,000 in change orders.

## NEW BUSINESS

### 2019-2020 Resolution for Membership in the Minnesota State High School League

Motion by Toensing, seconded by Pollis, and unanimously carried, the Board of Education adopted the resolution for membership in the Minnesota State High School League for the 2019-2020 school year.

### District #280 Long-Term Facilities Maintenance Plan

Motion by Maleck, seconded by Cole, and unanimously carried, the Board of Education approved Independent School District #280's Long-Term Facilities Maintenance Program Budget and 10 year plan as well as authorized inclusion of LTFM Levy for FY21 in the amount of \$5,991,731 including \$1,798,727 in General Fund Levy and \$4,193,004 in Debt Service for Alternative Facilities and Indoor Air Quality Projects in excess of \$100,000 per site. Total projected expenditures for FY21 projects are set at \$12,045,074.

### Intermediate District #287 Long-Term Facilities Maintenance Revenue

Motion by Pollis, seconded by Ashmead, and unanimously carried, the Board of Education approved a resolution approving Intermediate School District #287's Long-Term Facilities Maintenance Program Budget and authorized the inclusion of a proportionate share of Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance revenue.

### 2019-2020 Budget Approval

Motion by Toensing, seconded by Maleck, and unanimously carried, the Board of Education approved the 2019-20 (FY20) Budget as presented.

### Authorized Sale of Property for Permanent and Temporary Easement at 6999 Lyndale Avenue South

Motion by Pollis, seconded by Ashmead, and unanimously carried, the Board of Education approved the resolution authorizing the sale of property at 6999 Lyndale Avenue South, Richfield, Minnesota as indicated to account for a Permanent Easement and Temporary Construction Easement required as part of the Lyndale Avenue South road project for the amount of \$9,200.

## ADVANCE PLANNING

### Legislative Update

The Governor signed the State budget, which supports Richfield Pre-K programming and allows us to add full day options and new programming, which we will communicate to parents soon.

#### Information and Questions from Board

Spartan Foundation Annual Golf Tournament: Monday, June 17, 2019, this is a fundraiser to support Richfield youth and high school athletic and fine arts programs.

#### Future Meeting Dates

7-15-19	6:00pm	Study Session regarding School Board Election
	7:00pm	Regular Board Meeting – Public Comment

#### Suggested/Future Agenda Items

Study Session – School Board Election

Green Initiatives between School and City.

#### ADJOURN REGULAR MEETING

Motion by Cole, seconded by Pollis, and unanimously carried, the Board of Education approved to adjourn at 10:02pm.

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	V609006	06/06/2019	LAURA M BERENS	R	40.00
01	V609007	06/06/2019	DAVID M BOIE	R	70.00
01	V609008	06/06/2019	PATRICK L BURRAGE	R	70.00
01	V609009	06/06/2019	MIRIAM A CASTRO SANJUAN	R	40.00
01	V609010	06/06/2019	PHIL N CEDER	R	40.00
01	V609011	06/06/2019	MARY L CLARKSON	R	70.00
01	V609012	06/06/2019	TIA B CLASEN	R	70.00
01	V609013	06/06/2019	LATANYA R DANIELS	R	70.00
01	V609014	06/06/2019	GEORGE A DENNIS	R	35.00
01	V609015	06/06/2019	RYAN D FINKE	R	70.00
01	V609016	06/06/2019	PETER J FITZPATRICK	R	40.00
01	V609017	06/06/2019	STEVEN T FLUCAS	R	70.00
01	V609018	06/06/2019	MICHAEL L FRANKENBERG	R	70.00
01	V609019	06/06/2019	JAMES A GILLIGAN	R	70.00
01	V609020	06/06/2019	CHRISTINA M GONZALEZ	R	70.00
01	V609021	06/06/2019	KYLE L GUSTAFSON	R	40.00
01	V609022	06/06/2019	KEVIN D HARRIS	R	40.00
01	V609023	06/06/2019	PAM A HAUPT	R	70.00
01	V609024	06/06/2019	JAMES L HILL	R	40.00
01	V609025	06/06/2019	CARLONDREA D HINES	R	70.00
01	V609026	06/06/2019	JESSICA M HOFFMAN	R	40.00
01	V609027	06/06/2019	CRAIG D HOLJE	R	70.00
01	V609028	06/06/2019	MARY J IHLEN	R	70.00
01	V609029	06/06/2019	CORY J KLINGE	R	70.00
01	V609030	06/06/2019	DANIEL E KRETSINGER	R	70.00
01	V609031	06/06/2019	ANOOP KUMAR	R	40.00
01	V609032	06/06/2019	MELANIE R LAWRENCE-SMITH	R	70.00
01	V609033	06/06/2019	DANIEL P MCGINN	R	40.00
01	V609034	06/06/2019	DOUG R MCMEEKIN	R	70.00
01	V609035	06/06/2019	CAROLE R MCNAUGHTON-COMMERS	R	70.00
01	V609036	06/06/2019	MARY PAT MESLER	R	70.00
01	V609037	06/06/2019	KENT D MEYER	R	70.00
01	V609038	06/06/2019	BRENDA K NIELSEN	R	70.00
01	V609039	06/06/2019	ROBERT G OLSON	R	40.00
01	V609040	06/06/2019	KEITH D RIEF	R	40.00
01	V609041	06/06/2019	LEADRIANE L ROBY	R	70.00
01	V609042	06/06/2019	TERESA L ROSEN	R	70.00
01	V609043	06/06/2019	MAUREEN E RUHLAND	R	40.00
01	V609044	06/06/2019	MARTA I SHAHSAVAND	R	70.00
01	V609045	06/06/2019	BRADLEY J SHURTS	R	70.00
01	V609046	06/06/2019	NANCY J STACHEL	R	70.00
01	V609047	06/06/2019	PATRICK M SURE	R	40.00
01	V609048	06/06/2019	VLADIMIR S TOLEDO	R	40.00
01	V609049	06/06/2019	IAN D TOLENTINO	R	40.00
01	V609050	06/06/2019	STEVEN P UNOWSKY	R	270.00
01	V609051	06/06/2019	STEPHEN C URBANSKI	R	40.00
01	V609052	06/06/2019	CARRIE A VALA	R	70.00
01	V609053	06/06/2019	RYAN WAGNER	R	40.00
01	V609054	06/06/2019	REBECCA S WALD	R	40.00

01	V609055	06/06/2019	MICHAEL J WALLUS	R	70.00
01	V609056	06/06/2019	KASYA L WILLHITE	R	70.00
01	V609057	06/06/2019	AMY J AHSENMACHER WINTER	R	70.00
01	V609058	06/06/2019	LEE ANN WISE	R	70.00
01	293988	06/07/2019	BEN FRANKLIN ELECTRIC INC	R	4,920.00
01	293989	06/07/2019	BOYD LINDA M	R	315.00
01	293990	06/07/2019	BRINK'S INCORPORATED	R	107.86
01	293991	06/07/2019	DEMCO MEDIA	R	218.50
01	293992	06/07/2019	HONDA FINANCIAL SERVICES	R	256.00
01	293993	06/07/2019	KINECT ENERGY INC	R	495.00
01	293994	06/07/2019	LIFETOUCH NATIONAL	R	679.19
01	293995	06/07/2019	THREE RIVERS PARK DISTRICT	R	150.00
01	293996	06/07/2019	URBAN BOATBUILDERS INC	R	396.14
01	293997	06/07/2019	VALLEY RICH CO INC	R	7,444.35
01	293998	06/11/2019	CITY OF RICHFIELD	R	108,992.00
01	293999	06/11/2019	CITY OF RICHFIELD	R	258,945.13
01	294000	06/11/2019	CITY OF RICHFIELD	R	59,978.25
01	294001	06/12/2019	TRANSPORTATION PLUS, INC.	R	606.00
01	294002	06/12/2019	ALL FURNITURE INC	R	2,250.00
01	294003	06/12/2019	ALLIED PROFESSIONALS, INC.	R	210.00
01	294004	06/12/2019	ARVIG ENTERPRISES INC	R	1,357.90
01	294005	06/12/2019	BAYADA	R	1,875.00
01	294006	06/12/2019	BEN FRANKLIN ELECTRIC INC	R	325.00
01	294007	06/12/2019	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	1,155.00
01	294008	06/12/2019	BSN SPORTS	R	882.00
01	294009	06/12/2019	BULK BOOK STORE	R	755.80
01	294010	06/12/2019	BUSINESS ESSENTIALS	R	877.35
01	294011	06/12/2019	CARQUEST AUTO PARTS	R	153.94
01	294012	06/12/2019	CDW GOVERNMENT INC	R	1,666.00
01	294013	06/12/2019	CEDAR SMALL ENGINE	R	386.18
01	294014	06/12/2019	CENTURYLINK	R	38.95
01	294015	06/12/2019	CHAMPION YOUTH	R	630.00
01	294016	06/12/2019	CITY OF RICHFIELD	R	1,028.71
01	294017	06/12/2019	CONTINENTAL RESEARCH CORP	R	436.66
01	294018	06/12/2019	CONTRERAS ANA	R	29.00
01	294019	06/12/2019	CULLIGAN SOFT WATER	R	9.50
01	294020	06/12/2019	CURRICULUM & TRANSITION CONSULTANTS	R	13,195.00
01	294021	06/12/2019	DARRYL WALETZKO LLC	R	1,200.00
01	294022	06/12/2019	DIVERSIFIED SNACK DISTRIBUTION	R	164.52
01	294023	06/12/2019	ECOLAB INC	R	486.31
01	294024	06/12/2019	EDUCATORS BENEFIT CONSULTANTS LLC	R	419.85
01	294025	06/12/2019	EGAN REBECCA J	R	75.00
01	294026	06/12/2019	FERGUSON ENTERPRISES LLC #1657	R	20.99
01	294027	06/12/2019	FITTING MACKENZIE L	R	75.00
01	294028	06/12/2019	FOLLETT EDUCATIONAL	R	5,784.00
01	294029	06/12/2019	FUN ENGINEERZ LLC	R	960.00
01	294030	06/12/2019	WW GRAINGER INC	R	28.00
01	294031	06/12/2019	GROTH MUSIC COMPANY	R	60.00
01	294032	06/12/2019	H BROOKS AND COMPANY LLC	R	5,017.47
01	294033	06/12/2019	HAMMER SPORTS LLC	R	742.00



01	294034	06/12/2019	HEINEMANN	R	11,492.65
01	294035	06/12/2019	HILLYARD	R	1,673.49
01	294036	06/12/2019	HOGLUND BUS CO INC	R	1,657.36
01	294037	06/12/2019	ICS CONSULTING INC	R	70,077.18
01	294038	06/12/2019	INDOFF INC	R	137.98
01	294039	06/12/2019	INSTRUMENTALIST AWARDS	R	72.00
01	294040	06/12/2019	INTERMEDIATE DISTRICT 287	R	90,480.52
01	294041	06/12/2019	JOHNSON PRINTING	R	4,003.00
01	294042	06/12/2019	KREMER SERVICES LLC	R	352.40
01	294043	06/12/2019	LOFFLER	R	1,144.95
01	294044	06/12/2019	LOFFLER COMPANIES	R	4,774.00
01	294045	06/12/2019	LOMAX CARLA	R	240.00
01	294046	06/12/2019	MARK SCHUMACHER	R	599.20
01	294047	06/12/2019	MED COMPASS	R	918.00
01	294048	06/12/2019	MENARDS - RICHFIELD	R	14.99
01	294049	06/12/2019	MEYERS MELINDA	R	137.50
01	294050	06/12/2019	MID MINNESOTA STORAGE	R	180.00
01	294051	06/12/2019	MTI DISTRIBUTING CO	R	334.16
01	294052	06/12/2019	MULTILINGUAL WORD INC	R	1,291.00
01	294053	06/12/2019	NAVIANCE	R	1,757.22
01	294054	06/12/2019	NCS PEARSON INC	R	1,268.22
01	294055	06/12/2019	OLYMPIC COMMUNICATIONS INC	R	580.00
01	294056	06/12/2019	PAN O GOLD BAKING CO	R	211.05
01	294057	06/12/2019	PCS REVENUE CONTROL	R	413.00
01	294058	06/12/2019	PLANSOURCE, INC.	R	2,691.49
01	294059	06/12/2019	REALLY GOOD STUFF	R	115.39
01	294060	06/12/2019	RELIABLE DRUG & ALCOHOL INC.	R	280.00
01	294061	06/12/2019	RICHFIELD READY	R	20.00
01	294062	06/12/2019	RUPP ANDERSON SQUIRES & WALDSPUR R		148.00
01	294063	06/12/2019	SAMANAGE USA INC	R	112.28
01	294064	06/12/2019	STERNO PRODUCTS LLC	R	486.32
01	294065	06/12/2019	TAHO SPORTSWEAR INC	R	1,080.00
01	294066	06/12/2019	THE SOMALI MUSEUM OF MINNESOTA	R	900.00
01	294067	06/12/2019	TRIMARK HOCKENBERGS	R	483.16
01	294068	06/12/2019	UPPER LAKES FOODS	R	9,401.66
01	294069	06/12/2019	VERIZON WIRELESS	R	435.65
01	294070	06/12/2019	WILLIAM V MACGILL & CO	R	2,099.50
01	294071	06/12/2019	WOLD ARCHITECTS AND ENGINEERS	R	251,291.04
01	294072	06/17/2019	JOSTENS INC	R	807.66
01	294073	06/17/2019	NEW LIFE ENTERPRISE	R	126.00
01	294074	06/17/2019	YOUTH FRONTIERS INC	R	2,245.00
01	294075	06/19/2019	1 LAYER TECHNOLOGIES LLC	R	240.00
01	294076	06/19/2019	ADAMS STEFANIE	R	16.90
01	294077	06/19/2019	ALL FURNITURE INC	R	28,948.30
01	294078	06/19/2019	ALLIED PROFESSIONALS, INC.	R	931.88
01	294079	06/19/2019	ANDROS, KIMBERLY	R	260.82
01	294080	06/19/2019	AP EXAMS	R	31,508.00
01	294081	06/19/2019	ARAMARK	R	194.75
01	294082	06/19/2019	ARTEDUTC LLC	R	273.00
01	294083	06/19/2019	AVANT ASSESSMENT LLC	R	473.10

01	294084	06/19/2019	BATTERIES R US	R	1,799.96
01	294085	06/19/2019	BAYADA	R	1,125.00
01	294086	06/19/2019	BEN FRANKLIN ELECTRIC INC	R	380.00
01	294087	06/19/2019	BLOM LIZ	R	260.82
01	294088	06/19/2019	BLUE CROSS BLUE SHIELD OF MINNESOTA	R	8,118.00
01	294089	06/19/2019	BLUML LAUREN	R	128.37
01	294090	06/19/2019	BOILER SERVICES INC	R	960.43
01	294091	06/19/2019	BRINK'S INCORPORATED	R	1,218.30
01	294092	06/19/2019	BSN SPORTS	R	1,638.67
01	294093	06/19/2019	CARQUEST AUTO PARTS	R	158.79
01	294094	06/19/2019	CASEBOLT ERIN	R	60.00
01	294095	06/19/2019	CATALYST BUYING GROUP LLC	R	314.99
01	294096	06/19/2019	CEL PUBLIC RELATIONS, INC.	R	16,000.00
01	294097	06/19/2019	CENGAGE LEARNING	R	2,475.00
01	294098	06/19/2019	CENTURYLINK	R	71.00
01	294099	06/19/2019	CEP ART & DESIGN	R	99.00
01	294100	06/19/2019	CINTAS CORPORATION NO 2	R	93.58
01	294101	06/19/2019	CITY OF RICHFIELD	R	11,210.92
01	294102	06/19/2019	COMMERCIAL KITCHEN	R	1,340.00
01	294103	06/19/2019	CONTEMPORARY TRANSPORTATION LLC	R	960.00
01	294104	06/19/2019	CONTINENTAL RESEARCH CORP	R	388.70
01	294105	06/19/2019	CUB FOODS	R	660.01
01	294106	06/19/2019	CUMMINS INC	R	405.54
01	294107	06/19/2019	DARK KNIGHT SOLUTIONS, LLC	R	350.00
01	294108	06/19/2019	DIVERSIFIED SNACK DISTRIBUTION	R	282.33
01	294109	06/19/2019	QUARTER GROUP PERFORMERS, LLC	R	3,312.00
01	294110	06/19/2019	ECOLAB INC	R	447.36
01	294111	06/19/2019	EDUCATORS BENEFIT CONSULTANTS LLC	R	296.80
01	294112	06/19/2019	EDWARDS WILSON	R	70.00
01	294113	06/19/2019	ETTEL & FRANZ ROOFING CO	R	1,316.00
01	294114	06/19/2019	FAIRCON SERVICE COMPANY	R	892.50
01	294115	06/19/2019	FASTENAL INDUSTRIAL	R	353.68
01	294116	06/19/2019	FINANGER PHILLIP J	R	255.00
01	294117	06/19/2019	WW GRAINGER INC	R	718.29
01	294118	06/19/2019	GSSC-GENERAL SECURITY SERVICE	R	530.85
01	294119	06/19/2019	H BROOKS AND COMPANY LLC	R	1,262.13
01	294120	06/19/2019	HARMES KRISTIN	R	142.18
01	294121	06/19/2019	HAWKINS INC	R	202.50
01	294122	06/19/2019	HERLING DERRICK	R	135.00
01	294123	06/19/2019	HILLYARD	R	2,508.93
01	294124	06/19/2019	ZACKS INC	R	526.49
01	294125	06/19/2019	HOGAN ASSESSMENT SYSTEMS INC	R	1,650.00
01	294126	06/19/2019	HOGLUND BUS CO INC	R	1,317.69
01	294127	06/19/2019	HOME DEPOT U.S.A.	R	1,068.80
01	294128	06/19/2019	HR SIMPLIFIED INC.	R	3,600.00
01	294129	06/19/2019	IIX INSURANCE INFORMATION EXCHANGE	R	62.50
01	294130	06/19/2019	INNOVATIVE OFFICE SOLUTIONS LLC	R	23.98
01	294131	06/19/2019	JAYTECH, INC	R	1,038.64
01	294132	06/19/2019	JENSEN JOHN C	R	135.00
01	294133	06/19/2019	JUNK MASTERS LLC	R	7,000.00

01	294134	06/19/2019	JUREWICZ MATTHEW M	R	135.00
01	294135	06/19/2019	KARNAS MIKE	R	75.00
01	294136	06/19/2019	KASTL HOLLY	R	209.43
01	294137	06/19/2019	LANGUAGE LINE SERVICE	R	535.18
01	294138	06/19/2019	LIFELINE LIFT COMPANY, INC.	R	3,598.00
01	294139	06/19/2019	LOFFLER COMPANIES	R	198.00
01	294140	06/19/2019	LS BLACK CONSTRUCTORS, INC.	R	345,249.00
01	294141	06/19/2019	LUBE TECH & PARTNERS LLC	R	1,692.74
01	294142	06/19/2019	MACKIN BOOK COMPANY	R	614.73
01	294143	06/19/2019	MEDTOX LABORATORIES INC	R	139.02
01	294144	06/19/2019	MELISSA BARTH	R	51.60
01	294145	06/19/2019	MIDWEST AUDIO VISUAL	R	250.00
01	294146	06/19/2019	MIDWEST BUS PARTS INC	R	102.94
01	294147	06/19/2019	MN DEPT OF LABOR AND INDUSTRY	R	400.00
01	294148	06/19/2019	NEW LIFE ENTERPRISE	R	128.00
01	294149	06/19/2019	NOLLENBERGER TODD	R	90.00
01	294150	06/19/2019	OCCUPATIONAL MEDICINE CONSULTANT	R	315.75
01	294151	06/19/2019	PAN O GOLD BAKING CO	R	127.40
01	294152	06/19/2019	PIONEER MANUFACTURING COMPANY	R	206.40
01	294153	06/19/2019	PITNEY BOWES GLOBAL FINANCIAL SVC	R	1,104.42
01	294155	06/19/2019	PLAINVIEW MILK PRODUCTS COOPERAT	R	10,163.62
01	294156	06/19/2019	PLONSKI ALEXANDRA	R	140.00
01	294157	06/19/2019	POLLIS PARKER	R	275.00
01	294158	06/19/2019	PREMIUM WATERS INC	R	48.00
01	294159	06/19/2019	RAMSAY THOMAS	R	485.00
01	294160	06/19/2019	REGION 3AA	R	16,482.00
01	294161	06/19/2019	SCHUMACHER ELEVATOR COMPANY	R	1,200.00
01	294162	06/19/2019	SHERMAN, IRENE K	R	100.00
01	294163	06/19/2019	SHRED IT USA	R	2,728.13
01	294164	06/19/2019	SITEONE LANDSCAPE SUPPLY LLC	R	269.73
01	294165	06/19/2019	TIERNEY BROTHERS INC	R	9,354.80
01	294166	06/19/2019	TIRE TOWN INC	R	12.50
01	294167	06/19/2019	TOLL COMPANY	R	44.77
01	294168	06/19/2019	TRIO SUPPLY COMPANY	R	681.76
01	294169	06/19/2019	TRUST POINT	R	2,977.59
01	294170	06/19/2019	TRUSTED EMPLOYEES	R	124.00
01	294171	06/19/2019	TWIN CITY FILTER SERVICE INC	R	1,317.77
01	294172	06/19/2019	TWIN CITY HARDWARE	R	378.51
01	294173	06/19/2019	UNITED HEALTHCARE	R	153.20
01	294174	06/19/2019	UNITED HEALTHCARE INSURANCE CO	R	452.68
01	294175	06/19/2019	UPPER LAKES FOODS	R	9,967.73
01	294176	06/19/2019	VELOCITY DRAIN SERVICES INC	R	675.00
01	294177	06/19/2019	VIANG SIVONGSA	R	49.00
01	294178	06/19/2019	XCEL ENERGY	R	8.92
01	V609059	06/20/2019	PHOEBE L ANDERSON	R	132.35
01	V609060	06/20/2019	LISA M BAIRD	R	42.85
01	V609061	06/20/2019	LAURA M BERENS	R	72.04
01	V609062	06/20/2019	JOSEPH P BLUM	R	32.00
01	V609063	06/20/2019	MATTHEW L BROWN	R	232.50
01	V609064	06/20/2019	EMILY T BURT	R	50.75

01	V609065	06/20/2019	TIA B CLASEN	R	92.31
01	V609066	06/20/2019	GEORGE A DENNIS	R	53.84
01	V609067	06/20/2019	MAUREEN K FEYEN	R	238.61
01	V609068	06/20/2019	MICHELLE D FRANZ	R	27.45
01	V609069	06/20/2019	MICHELLE L GERTEN	R	89.07
01	V609070	06/20/2019	CHRISTINA M GONZALEZ	R	107.68
01	V609071	06/20/2019	KATHERINE A HALLIN PAYNE	R	35.00
01	V609072	06/20/2019	DONNAMARIE HARDY	R	75.52
01	V609073	06/20/2019	JONATHAN W HEYER	R	57.06
01	V609074	06/20/2019	MARGARET R HOEHN	R	70.69
01	V609075	06/20/2019	JOAN M HOERAUF	R	121.91
01	V609076	06/20/2019	KELSEY E KINSELLA	R	10.00
01	V609077	06/20/2019	VANESSA L KREBSBACH	R	1,083.25
01	V609078	06/20/2019	PAMELA J KRIESEL-KOLL	R	79.46
01	V609079	06/20/2019	BENJAMIN S KRUPNICK	R	40.60
01	V609080	06/20/2019	PATRICIA A LARSON	R	266.34
01	V609081	06/20/2019	RACHAEL G LENMARK	R	14.07
01	V609082	06/20/2019	BRIAN J LENTZ	R	137.69
01	V609083	06/20/2019	BRIDGE J MCKYE	R	889.32
01	V609084	06/20/2019	NATASHA L MONSAAS-DALY	R	57.26
01	V609085	06/20/2019	MICHELLE K OLMSTED	R	108.00
01	V609086	06/20/2019	DARBY L PETERSON	R	48.03
01	V609087	06/20/2019	AMY M PONCE	R	76.05
01	V609088	06/20/2019	STEPHANIE A POPP	R	138.30
01	V609089	06/20/2019	LUCINDA P RHODES	R	17.96
01	V609090	06/20/2019	LEADRIANE L ROBY	R	140.21
01	V609091	06/20/2019	RASHEIDA K ROSS	R	10.00
01	V609092	06/20/2019	MAUREEN E RUHLAND	R	38.11
01	V609093	06/20/2019	KAREN S K SLAGHT	R	24.70
01	V609094	06/20/2019	KASSANDRA L SWENSON	R	17.43
01	V609095	06/20/2019	LU ANN N TAUER STONE	R	106.49
01	V609096	06/20/2019	KARIL TAYLOR	R	91.88
01	V609097	06/20/2019	JUDY L VAILLANCOURT-YERHOT	R	274.20
01	V609098	06/20/2019	KASYA L WILLHITE	R	211.44
01	V609099	06/20/2019	ELIZABETH I WINSLOW	R	97.50
01	V609100	06/20/2019	ELIZABETH F ZEHPFENNIG	R	34.80
01	V609101	06/20/2019	LUCY I ZUBAH	R	10.00
01	294180	06/21/2019	AMAZON.COM SYNCB/AMAZON	R	6,341.59
01	294181	06/21/2019	COMPAS	R	2,097.00
01	294182	06/21/2019	ELLEVATION EDUCATION	R	13,013.00
01	294183	06/21/2019	GROUP MEDICAREBLUE RX	R	7,392.00
01	294184	06/21/2019	IDEAL ENERGIES LLC	R	992.09
01	294185	06/21/2019	KINECT ENERGY INC	R	8,843.98
01	294186	06/21/2019	NATIONAL ASSOC OF SECONDARY SCHOR		385.00
01	294187	06/21/2019	NEW LIFE ENTERPRISE	R	157.50
01	294188	06/21/2019	STAR TRIBUNE	R	752.40
01	294045	06/26/2019	LOMAX CARLA	V	-240.00
01	294189	06/26/2019	ALL FURNITURE INC	R	72,238.88
01	294190	06/26/2019	ALLIED PROFESSIONALS, INC.	R	196.88
01	294191	06/26/2019	ALTMAN ADAM	R	320.00

01	294192	06/26/2019	ARAMARK	R	127.81
01	294193	06/26/2019	AVAIL ACADEMY	R	1,219.41
01	294194	06/26/2019	BATTERIES PLUS BULBS	R	11.96
01	294195	06/26/2019	BAYADA	R	1,150.00
01	294196	06/26/2019	BETHANY ACADEMY	R	1,080.00
01	294197	06/26/2019	BIO CORPORATION	R	163.78
01	294198	06/26/2019	BLAKE SCHOOL	R	936.00
01	294199	06/26/2019	BLOOMINGTON LUTHERAN	R	159.06
01	294200	06/26/2019	BRAUN INTERTEC CORP	R	6,197.50
01	294201	06/26/2019	BRECK SCHOOL	R	306.67
01	294202	06/26/2019	BSI MECHANICAL, INC.	R	4,295.45
01	294203	06/26/2019	BSN SPORTS	R	11,864.97
01	294204	06/26/2019	BUSINESS ESSENTIALS	R	41.44
01	294205	06/26/2019	CAPITAL ONE COMMERCIAL	R	253.80
01	294206	06/26/2019	CARQUEST AUTO PARTS	R	432.84
01	294207	06/26/2019	CEDAR SMALL ENGINE	R	22.98
01	294208	06/26/2019	CEL PUBLIC RELATIONS, INC.	R	13,000.00
01	294209	06/26/2019	CHAMPION AWARDS INC	R	48.00
01	294210	06/26/2019	CINTAS CORPORATION NO 2	R	213.60
01	294211	06/26/2019	CITY OF RICHFIELD RECREATION	R	172.50
01	294212	06/26/2019	CONCORDIA ACADEMY	R	455.67
01	294213	06/26/2019	CRISTO REY JESUIT H	R	5,577.75
01	294214	06/26/2019	CRYSTAL LAKE GOLF COURSE	R	800.00
01	294215	06/26/2019	DICKS LAKEVILLE SANITATION INC	R	7,773.80
01	294216	06/26/2019	DOOR SERVICE COMPANY OF THE TWIN	R	416.00
01	294217	06/26/2019	EASYPERMIT POSTAGE	R	1,933.68
01	294218	06/26/2019	ECOLAB INC	R	417.34
01	294219	06/26/2019	EDUCATORS BENEFIT CONSULTANTS LL	R	296.80
01	294220	06/26/2019	EMI AUDIO	R	173.80
01	294221	06/26/2019	FATH CUTTER, NOELLA	R	4,380.00
01	294222	06/26/2019	FIRST BAPTIST CHURCH SCHOOLS	R	301.40
01	294223	06/26/2019	FLICEK WELDING	R	3,800.00
01	294224	06/26/2019	WW GRAINGER INC	R	127.77
01	294225	06/26/2019	GROVES ACADEMY	R	290.00
01	294226	06/26/2019	HAWKINS INC	R	1,534.84
01	294227	06/26/2019	HERFF JONES INC	R	810.00
01	294228	06/26/2019	HILLYARD	R	10,835.39
01	294229	06/26/2019	HOFLAND DAVID	R	45.00
01	294230	06/26/2019	HOGLUND BUS CO INC	R	581.49
01	294231	06/26/2019	HOPE ACADEMY	R	464.48
01	294232	06/26/2019	CITY OF BLOOMINGTON	R	366.00
01	294233	06/26/2019	INTERMEDIATE DISTRICT 287	R	669.10
01	294234	06/26/2019	INTERSTATE POWER SYSTEMS	R	1,193.45
01	294235	06/26/2019	JAYTECH, INC	R	880.00
01	294236	06/26/2019	JUNK MASTERS LLC	R	5,068.55
01	294237	06/26/2019	KIMMES MARIA	R	429.02
01	294238	06/26/2019	LAKE COUNTRY SCHOOL	R	301.50
01	294239	06/26/2019	LOMAX CARLA	R	240.00
01	294240	06/26/2019	MADISON NATIONAL LIFE INS CO INC	R	28,250.06
01	294241	06/26/2019	MARANATHAN CHRISTIAN ACADEMY	R	147.62



01	294242	06/26/2019	MAVO SYSTEMS INC	R	1,020.00
01	294243	06/26/2019	MAYER LUTHERAN HIGH	R	320.00
01	294244	06/26/2019	METRO APPLIANCE RECYCLING	R	3,009.87
01	294245	06/26/2019	METROPOLITAN MECHANICAL CONTRAC	R	5,877.19
01	294246	06/26/2019	MINNEAPOLIS CONVENTION CENTER	R	3,849.75
01	294247	06/26/2019	MINNESOTA WALDORF SCHOOL	R	142.86
01	294248	06/26/2019	MONOPRICE INC	R	72.14
01	294249	06/26/2019	MSNA-MN SCHOOL NUTRITION	R	1,610.00
01	294250	06/26/2019	MULTILINGUAL WORD INC	R	919.50
01	294251	06/26/2019	NORTH CENTRAL BUS	R	242.53
01	294252	06/26/2019	OCCUPATIONAL MEDICINE CONSULTAN	R	185.00
01	294253	06/26/2019	ON SITE SANITATION	R	1,200.29
01	294254	06/26/2019	PILGRIM LUTHERAN	R	1,595.64
01	294255	06/26/2019	PROVIDENCE ACADEMY	R	159.06
01	294256	06/26/2019	RIDDELL/ALL AMERICAN SPORTS CORP	R	4,329.08
01	294257	06/26/2019	SCHOOL SERVICE EMPLOYEES UNION	R	9,579.62
01	294258	06/26/2019	SHAW-LUNDQUIST ASSOCIATES, INC.	R	603,980.55
01	294259	06/26/2019	SHERWIN WILLIAMS CO	R	285.24
01	294260	06/26/2019	SITEONE LANDSCAPE SUPPLY LLC	R	782.56
01	294261	06/26/2019	SOUTHWEST CHRISTIAN HIGH SCHOOL	R	158.13
01	294262	06/26/2019	PARK ADAM TRANSPORTATION	R	112,224.80
01	294263	06/26/2019	ST THOMAS ACADEMY	R	156.34
01	294264	06/26/2019	TRUGREEN LIMITED PARTNERSHIP	R	4,688.00
01	294265	06/26/2019	TRUST POINT	R	25.00
01	294266	06/26/2019	TWIN CITY TRANSPORTATION	R	135,712.69
01	294267	06/26/2019	UNITED STATES TREASURER	R	830.00
01	294268	06/26/2019	UNIVERSITY OF MINNESOTA	R	725.00
01	294269	06/26/2019	XCEL ENERGY	R	177.13
01	294270	06/27/2019	TRANSPORTATION PLUS, INC.	R	1,142.00
01	294271	06/27/2019	ALLIED PROFESSIONALS, INC.	R	931.88
01	294272	06/27/2019	AQUA LOGIC INC	R	14,437.00
01	294273	06/27/2019	BACHMANS INC	R	2,397.60
01	294274	06/27/2019	BLOOMINGTON PUBLIC SCHOOLS ISD 27	R	104,919.00
01	294275	06/27/2019	BSN SPORTS	R	470.43
01	294276	06/27/2019	CITY OF RICHFIELD	R	6,522.01
01	294277	06/27/2019	ECM PUBLISHERS INC	R	101.15
01	294278	06/27/2019	ECOLAB INC	R	201.83
01	294279	06/27/2019	WW GRAINGER INC	R	387.02
01	294280	06/27/2019	HILLYARD	R	529.71
01	294281	06/27/2019	HOGLUND BUS CO INC	R	98.29
01	294282	06/27/2019	ICS CONSULTING INC	R	6,411.00
01	294283	06/27/2019	INSTITUTE FOR ENVIROMENTAL	R	3,764.00
01	294284	06/27/2019	LOFFLER COMPANIES	R	11,507.52
01	294285	06/27/2019	LOOMIS ARMORED US LLC	R	1,291.84
01	294286	06/27/2019	LS BLACK CONSTRUCTORS, INC.	R	774,065.22
01	294287	06/27/2019	MACKIN BOOK COMPANY	R	2,252.74
01	294288	06/27/2019	MAVO SYSTEMS INC	R	51,490.00
01	294289	06/27/2019	RUPP ANDERSON SQUIRES & WALDSPUR	R	7,465.72
01	294290	06/27/2019	SAMANAGE USA INC	R	19,782.36
01	294291	06/27/2019	ST CROIX LUTHERAN	R	457.67

01	294292	06/27/2019	SUMMIT COMPANIES	R	2,770.00
01	294293	06/27/2019	TALENT ASSESSMENT, INC.	R	32,501.60
01	294294	06/27/2019	TITAN ENVIROMENTAL, INC.	R	43,842.50
01	294295	06/27/2019	TROOEN JENNIFER	R	1,000.00
01	294296	06/27/2019	VSP VISION SERVICE PLAN	R	1,449.25
01	294297	06/27/2019	XCEL ENERGY	R	57,219.28
01	294298	06/28/2019	BRAUN INTERTEC CORP	R	3,694.00
01	294299	06/28/2019	INSTITUTE FOR ENVIROMENTAL	R	38,395.97
01	294300	06/28/2019	TWIN CITY HARDWARE	R	1,714.59
01	V1900367	06/28/2019	GOVERNMENT LEASING	R	774,555.51
01	V1900368	06/28/2019	SUN TRUST EQUIPMENT FINANCE LEASIN	R	82,854.50
01	V609102	07/02/2019	DAVID M BOIE	R	70.00
01	V609103	07/02/2019	PATRICK L BURRAGE	R	70.00
01	V609104	07/02/2019	MIRIAM A CASTRO SANJUAN	R	40.00
01	V609105	07/02/2019	PHIL N CEDER	R	40.00
01	V609106	07/02/2019	MARY L CLARKSON	R	70.00
01	V609107	07/02/2019	TIA B CLASEN	R	70.00
01	V609108	07/02/2019	LATANYA R DANIELS	R	70.00
01	V609109	07/02/2019	GEORGE A DENNIS	R	35.00
01	V609110	07/02/2019	RYAN D FINKE	R	70.00
01	V609111	07/02/2019	PETER J FITZPATRICK	R	40.00
01	V609112	07/02/2019	STEVEN T FLUCAS	R	70.00
01	V609113	07/02/2019	MICHAEL L FRANKENBERG	R	70.00
01	V609114	07/02/2019	JAMES A GILLIGAN	R	70.00
01	V609115	07/02/2019	CHRISTINA M GONZALEZ	R	70.00
01	V609116	07/02/2019	KYLE L GUSTAFSON	R	40.00
01	V609117	07/02/2019	KEVIN D HARRIS	R	40.00
01	V609118	07/02/2019	PAM A HAUPT	R	70.00
01	V609119	07/02/2019	JAMES L HILL	R	40.00
01	V609120	07/02/2019	CARLONDREA D HINES	R	70.00
01	V609121	07/02/2019	JESSICA M HOFFMAN	R	40.00
01	V609122	07/02/2019	CRAIG D HOLJE	R	70.00
01	V609123	07/02/2019	MARY J IHLEN	R	70.00
01	V609124	07/02/2019	CORY J KLINGE	R	70.00
01	V609125	07/02/2019	DANIEL E KRETSINGER	R	70.00
01	V609126	07/02/2019	ANOOP KUMAR	R	40.00
01	V609127	07/02/2019	COLLEEN M MAHONEY	R	70.00
01	V609128	07/02/2019	DANIEL P MCGINN	R	40.00
01	V609129	07/02/2019	DOUG R MCMEEKIN	R	70.00
01	V609130	07/02/2019	CAROLE R MCNAUGHTON-COMMERS	R	70.00
01	V609131	07/02/2019	MARY PAT MESLER	R	70.00
01	V609132	07/02/2019	KENT D MEYER	R	70.00
01	V609133	07/02/2019	BRENDA K NIELSEN	R	70.00
01	V609134	07/02/2019	ROBERT G OLSON	R	40.00
01	V609135	07/02/2019	KEITH D RIEF	R	40.00
01	V609136	07/02/2019	LEADRIANE L ROBY	R	70.00
01	V609137	07/02/2019	TERESA L ROSEN	R	70.00
01	V609138	07/02/2019	MAUREEN E RUHLAND	R	40.00
01	V609139	07/02/2019	MARTA I SHAHSAVAND	R	70.00
01	V609140	07/02/2019	BRADLEY J SHURTS	R	70.00

01	V609141	07/02/2019	NANCY J STACHEL	R	70.00
01	V609142	07/02/2019	PATRICK M SURE	R	40.00
01	V609143	07/02/2019	VLADIMIR S TOLEDO	R	40.00
01	V609144	07/02/2019	IAN D TOLENTINO	R	40.00
01	V609145	07/02/2019	STEVEN P UNOWSKY	R	270.00
01	V609146	07/02/2019	STEPHEN C URBANSKI	R	40.00
01	V609147	07/02/2019	CARRIE A VALA	R	70.00
01	V609148	07/02/2019	RYAN WAGNER	R	40.00
01	V609149	07/02/2019	REBECCA S WALD	R	40.00
01	V609150	07/02/2019	MICHAEL J WALLUS	R	70.00
01	V609151	07/02/2019	KASYA L WILLHITE	R	70.00
01	V609152	07/02/2019	AMY J AHSENMACHER WINTER	R	70.00
01	294301	07/03/2019	BRAMBILLA'S LEASE SYSTEMS, INC	R	2,161.00
01	294302	07/03/2019	CANON USA	R	3,850.60
01	294303	07/03/2019	CEL PUBLIC RELATIONS, INC.	R	8,609.00
01	294304	07/03/2019	MASA	R	845.00
01	294305	07/03/2019	MASSP	R	865.00
01	294306	07/03/2019	MINNESOTA DEPARTMENT OF HEALTH	R	180.00
01	294307	07/03/2019	RYAN JEANNIE M	R	507.76
01	294308	07/03/2019	TAFFE SARAH ANN	R	8,044.93
01	294309	07/03/2019	VERIZON WIRELESS	R	503.04
01	294310	07/03/2019	ALL FURNITURE INC	R	1,696.00
01	294311	07/03/2019	DARRYL WALETZKO LLC	R	2,600.00
01	294312	07/03/2019	KRULL MELISSA	R	1,250.00
01	294313	07/03/2019	OCCUPATIONAL MEDICINE CONSULTAN	R	300.00
01	294314	07/03/2019	RASKIN CANDACE	R	1,250.00
01	294315	07/09/2019	CONTEMPORARY TRANSPORTATION LLC	R	7,965.00
01	294316	07/10/2019	AIM ELECTRONICS INC	R	1,255.00
01	294317	07/10/2019	BARNES & NOBLE BOOK	R	35.94
01	294318	07/10/2019	BSN SPORTS	R	1,807.50
01	294319	07/10/2019	DICKS LAKEVILLE SANITATION INC	R	8,477.10
01	294320	07/10/2019	FAIRCON SERVICE COMPANY	R	467.50
01	294321	07/10/2019	INDOFF INC	R	146.28
01	294322	07/10/2019	LOFFLER COMPANIES	R	64.00
01	294323	07/10/2019	NORMANDEALE COMMUNITY COLLEGE	R	513.10
01	294324	07/10/2019	NORTHWOODS PROMOTIONS WEST	R	259.00
01	294325	07/10/2019	NUTRILINK	R	1,125.00
01	294326	07/10/2019	OCCUPATIONAL MEDICINE CONSULTAN	R	75.00
01	294327	07/10/2019	TRUSTED EMPLOYEES	R	219.00
01	294328	07/10/2019	ANOKA-HENNEPIN SCHOOL DIST #11	R	800.00
01	294329	07/10/2019	BLUE CROSS BLUE SHIELD OF MINNESO	R	1,155.00
01	294330	07/10/2019	CULLIGAN SOFT WATER	R	9.50
01	294331	07/10/2019	FRB	R	81,739.00
01	294332	07/10/2019	HONDA FINANCIAL SERVICES	R	256.00
01	294333	07/10/2019	KINECT ENERGY INC	R	495.00
01	294334	07/10/2019	MATRIX COMMUNICATIONS INC	R	591.11
01	294335	07/10/2019	MESPA-MN ELEMENTARY	R	924.00
01	294336	07/10/2019	MN DEPT HEALTH	R	240.00
01	294337	07/10/2019	MSOPA	R	50.00
01	294338	07/10/2019	PCS REVENUE CONTROL	R	2,488.70

01	294339	07/10/2019	SNA-SCHOOL NUTRITION	R	70.00
01	294340	07/10/2019	VIG SOLUTIONS INC	R	419.00

<b>TOTAL E-PAY &amp; CHECK REGISTER</b>					<b>4,841,449.91</b>
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## CHECK RUNS FOR 07/15/2019 BOARD MEETING

BANK 05	DATE	AMOUNT
E-Pays	6/6/2019	3,305.00
	6/20/2019	5,554.72
	7/2/2019	3,195.00
Checks	6/7/2019	14,982.04
	6/11/2019	427,915.38
	6/12/2019	506,255.49
	6/17/2019	3,178.66
	6/19/2019	555,524.80
	6/21/2019	39,974.56
	6/26/2019	1,086,632.01
	6/27/2019	1,149,408.62
	6/28/2019	43,804.56
	7/3/2019	32,662.33
	7/9/2019	7,965.00
	7/10/2019	103,681.73
Lease Wires	6/28/2019	857,410.01

<b>CHECK REGISTER BANK 05 TOTAL =</b>	<b>4,841,449.91</b>
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### BREAKDOWN

01-206-00	1,703,307.21
02-206-00	51,449.40
03-206-00	285,687.79
04-206-00	38,003.30
06-206-00	2,756,183.71
07-206-00	-
08-206-00	-
20-206-00	2,435.91
21-206-00	1,006.63
47-206-00	-
50-206-00	3,375.96

<b>BANK TOTAL =</b>	<b>4,841,449.91</b>
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**RICHFIELD PUBLIC SCHOOLS**

Investment Holdings as of  
June 30, 2019

Description	Matures	Rate	Cost	General Operating	Agency	2018A Bond	2018B Bond	OPEB Bond
MAINSTREET BANK	10/13/20	1.67%	237,400.00	-	-	-	-	237,400.00
KS STATEBANK / KANSAS STATE I	10/13/20	1.86%	235,800.00	-	-	-	-	235,800.00
KEMBA FINANCIAL FCU	10/13/20	1.75%	236,900.00	-	-	-	-	236,900.00
PRIME ALLIANCE BANK	10/19/20	2.99%	208,000.00	-	-	-	-	208,000.00
MERRICK BANK	10/19/20	2.90%	92,000.00	-	-	-	-	92,000.00
SECURITY STATE BANK	10/30/20	1.79%	236,600.00	-	-	-	-	236,600.00
FIRST CENTRAL BANK MCCOOK	10/30/20	1.81%	236,200.00	-	-	-	-	236,200.00
GREAT MIDWEST BANK	12/18/20	1.91%	115,000.00	-	-	-	-	115,000.00
Bank OZK	02/28/22	2.65%	230,100.00	-	-	-	-	230,100.00
TULSA CO ISD #3-TXBL	04/01/22	2.58%	693,178.90	-	-	-	-	693,178.90
State of California	04/01/47	2.26%	793,807.50	-	-	-	-	793,807.50
<b>Total Investments Held</b>			<b>131,437,829.19</b>	<b>18,868,173.40</b>	<b>370,000.00</b>	<b>73,737,384.57</b>	<b>30,230,042.07</b>	<b>8,232,229.15</b>

**CONSENT AGENDA – FOR ACTION**

**Agenda Item IV.A.4.**

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

**Regular Meeting, July 15, 2019**

**SUBJECT: DESIGNATION OF DEPOSITORIES FOR SCHOOL  
DISTRICT FUNDS**

Recommended by the Superintendent that the Board of Education designate the following depositories for the handling of school district cash deposits and checking needs for the 2019-20 fiscal year:

US Bank Southdale

Associated Bank

Richfield/Bloomington Credit Union

And furthermore, designate the following depositories for the purpose of investment of school district funds, in addition to the above named institutions:

Citigroup Global Markets Inc.  
PFM Asset Management LLC  
PMA Financial Network, Inc./MN. Trust  
Wells Fargo Brokerage Services, LLC

(Prepared by Jim Gilligan)

**CONSENT AGENDA - FOR ACTION**

**AGENDA ITEM IV.A.5.**

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

**Regular Meeting, July 15, 2019**

**SUBJECT: DESIGNATION OF OFFICIAL NEWSPAPER**

(Recommended by Superintendent)

That the Board of Education designate the *Bloomington Richfield* Sun Current as their official newspaper for the 2019-20 school year.

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

**Regular Meeting, July 15, 2019**

**SUBJECT: Designation of School District Insurance Consultants**

(Recommended by Superintendent)

That the Board of Education authorize the administration to appoint Todd Awes of Dolliff Insurance as agent of record for property, casualty, liability, and workers' compensation insurance for 2019-20.

That the Board of Education authorize the administration to appoint One Digital Health and Benefits as the District's employee insurance benefits consultant for the 2019-20 fiscal year.

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

**Regular Meeting, July 15, 2019**

**SUBJECT: Designation of School District Legal Counsel**

(Recommended by Superintendent)

That the Board of Education authorize the administration to obtain legal services from the firms of Rupp, Anderson, Squires and Waldspurger, P.A.; Ratwik, Roszak and Maloney, P.A.; Knutson, Flynn and Deans P.A.; and other attorneys as authorized by the Superintendent to best service the needs of the District.

**Background**

(Prepared by Craig Holje)

It is recommended that the Board authorize the above firms as legal counsel for the district as it is anticipated that their services will be requested for ongoing or annual legal advice (e.g. employment, labor relations, student services, elections, lease contracts). It is recommended that the District reserve the right and be authorized to consult other attorneys as appropriate to capitalize on various legal expertise.

Kevin Rupp is the primary contact with Rupp, Anderson, Squires and Waldspurger, P.A. The primary contact with Ratwik, Roszak and Maloney P.A. is Laura Booth. The primary contact with Knutson, Flynn and Deans P.A. is Tom Deans.

**CONSENT AGENDA – FOR ACTION****Agenda Item IV.A.8.**

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

**Regular Meeting, July 15, 2019**

**SUBJECT: SIGNATORIES ON DEPOSITORY ACCOUNTS**

Recommended by the Superintendent that the Board of Education adopt the following resolution authorizing signatories for depository accounts for the 2019-20 fiscal year.

BE IT RESOLVED, by the Board of Education of Independent School District No. 280, Richfield, Minnesota, that any person named below is authorized as a signatory to transact financial business on behalf of the school district. This authorization includes but is not limited to financial transactions such as signing checks, drafts and other withdrawal orders; supplying the depository with specimen signatures of the authorized signatories; and all other directions and instructions needed to follow rules and regulations governing bank accounts.

Paula Cole	Treasurer
Crystal Brakke	Chair
John Ashmead	Clerk
Steve Unowsky	Superintendent
Craig Holje	Chief Human Resource & Operations Officer
James Gilligan	Director of Finance

Depositories are fully authorized to pay and charge to the District's accounts any checks, drafts, and other withdrawal orders signed, and to honor any directions of instructions signed, whether or not payable to the individual order of or deposited to the individual account of or for the benefit of the above named signatories.

(Prepared by Jim Gilligan)

**CONSENT AGENDA – FOR ACTION****Agenda Item IV.A.8.1.**

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

**Regular Meeting, July 15, 2019**

**SUBJECT: SIGNATORIES ON ALL RBCU ACCOUNTS UNDER  
MEMBERSHIP #10919647**

Recommended by the Superintendent that the Board of Education adopt the following resolution authorizing signatories for all Richfield Bloomington Credit Union (RBCU) depository accounts under membership # 10919647 for the 2019-20 fiscal year.

BE IT RESOLVED, by the Board of Education of Independent School District No. 280, Richfield, Minnesota, that authorization be removed for all existing signers and authorization be added for any person named below as a signatory to transact financial business on behalf of the school district. This authorization includes but is not limited to financial transactions such as signing checks, drafts and other withdrawal orders; supplying the depository with specimen signatures of the authorized signatories; and all other directions and instructions needed to follow rules and regulations governing bank accounts.

Paula Cole	Treasurer
Crystal Brakke	Chair
John Ashmead	Clerk
Steve Unowsky	Superintendent
Craig Holje	Chief Human Resource & Operations Officer
James Gilligan	Director of Finance

RBCU is fully authorized to pay and charge to the District's accounts any checks, drafts, and other withdrawal orders signed, and to honor any directions of instructions signed, whether or not payable to the individual order of or deposited to the individual account of or for the benefit of the above named signatories.



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

**Regular Meeting, July 15, 2019**

**SUBJECT: AUTHORIZATION FOR WIRE TRANSFERS OF FUNDS**

Recommended by the Superintendent that the Board of Education adopt the following resolution authorizing investment of district funds and wire transfer of funds for the 2019-20 fiscal year.

BE IT RESOLVED, by the Board of Education of Independent School District No. 280, Richfield, Minnesota, that the Chief Human Resources and Administrative Officer and/or Director of Finance be authorized to invest district funds and affect the wire transfer of funds to and/or from:

1. The School District's depositories for investment purposes.
2. The Hennepin County General Account at the U.S. Bank and between district accounts for payroll purposes.
3. Financial institutions for General Obligation Bond Payments.
4. Third parties for accounts payable, insurance premium payments and voluntary and statutory benefits (flexible spending accounts, VEBA trust, etc.)

In addition, the Board of Education authorizes the Chief Human Resources and Administrative Officer, Director of Finance, and the Accounts Receivable Clerk to issue Stop Payments at School District's depositories.

(Prepared by Jim Gilligan)

**CONSENT AGENDA - FOR ACTION**

**Agenda Item IV.A.10.**

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

**Regular Meeting, July 15, 2019**

**SUBJECT: MEMBERSHIP IN ASSOCIATIONS**

(Recommended by Superintendent)

That the Board of Education authorize the administration to join these organizations for the 2019-20 school year:

- Association of Metropolitan School Districts (AMSD)
- Metro ECSU
- Minnesota School Boards Association (MSBA)

## **Agenda Item IV.B**

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

**Regular Meeting, July 15, 2019**

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

That the Board of Education approve the following personnel items:

**Management Team Resignation**

**Michael Wallus** – Director of Math

**Certified Full Time Positions for Employment – 1<sup>st</sup> Year Probation**

**Callen Chamberlin** – Speech Language Pathologist – Senior High/Middle School

**Rowda Moalin** – Elementary Education – Centennial

**Molly Molitor** – Physical Education – Sheridan Hills

**James Paddock** – DAPE – Multi building

**Samuel Polivick** – Global Language Spanish – Senior High

**Rochelle Rank** – Mathematics – Senior High

**Katherine Stephens** – Instructional Coach – Middle School

**Hannah Virant** – Dual Language Elementary – RDLS

**Certified Full Time Position for Employment – 2<sup>nd</sup> Year Probation**

**Kathryn Wegner** – Social Studies – Senior High

**Certified Full Time Request for Part Time Leave of Absence**

**Karah Holle** – Language Arts – Senior High

**Certified Full Time Resignations**

**Courtnee Floback** – Social Studies – currently on leave of absence

**Margaret Hoehn** – Special Education – Middle School

**Seygbai Kai** – ESL – Centennial

**Lisa Kalata** – Social Worker – Centennial

**Brian Lentz** – Work Experience Handicap – Senior High

**Rowda Moalin** – Pre-School Teacher – Centennial

**Joey Waters** – Q-Comp Peer Reviewer – District wide

**Certified Part Time Position for Employment – 1<sup>st</sup> Year Probation**

**Tyone LaDouceur** – Occupational Therapist – Multi building

**Certified Part Time Resignation**

**Krystalle Caulkins-Duffy** – Global Language French – Senior High

**Classified Full Time Request for Leave of Absence – Admin. & Mgmt. Support Professionals**

**Lizzet Contreras** – 11 mo. Administrative Assistant 3 – RSTEM

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

**Elizabeth Deike** – Kitchen Manager – Centennial

**Classified Full Time Resignation – Registered Nurse**

**Anne Kolsky** – Registered Nurse – Middle School

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

**Marguerite Sauer** – 36.25 hr/wk Special Ed. Para – Middle School

**Classified Part Time Resignations - Paraprofessionals**

**Jessica Lauer-Schumacher** – 35 hr/wk Instructional Para – RSTEM

**Sharla Michalik** – 36.25 hr/wk Special Ed. Para – Senior High

**Classified Part Time Termination – Paraprofessional**

**Kayla Mendez** – 32.5 hr/wk Instructional Para – RDLS

**OLD BUSINESS – FOR ACTION**

**Agenda Item V.A.**

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

**Regular Meeting, July 15, 2019**

**Subject: Board Policy 547 Student Dress and Appearance, Administrative  
Guidelines 547.1 Richfield Dual Language School Uniform Dress – Final Read**

(Recommended by the Superintendent)

A final read of Board Policy 547 and Guidelines 547.1.

**Attachments**

Board Policy 547  
Board Policy Guidelines 547.1

**RICHFIELD PUBLIC SCHOOLS****STUDENT DRESS AND APPEARANCE****I. PURPOSE**

The purpose of this policy is to enhance the education of students by establishing expectations of dress and grooming related to educational goals and community standards. This policy includes after school and community education programs for students unless uniforms are required for the program.

**II. DEFINITIONS**

- A. Hats for the purposes of this policy are defined as headgear that contains a brim.
- B. Headgear is defined as anything worn on the head that does not have a brim. Headgear includes but is not limited to scarfs, hoodies, bandanas, and other forms of headwear.

**III. GENERAL STATEMENT OF POLICY**

- A. It is the policy of this school district to encourage students to be dressed appropriately for school activities and in keeping with community standards. This is a joint responsibility of the student and the student's parent(s) or guardian(s).
- B. Appropriate clothing includes, but is not limited to, the following:
  - 1. Clothing that covers all undergarments and/or covers all private parts. Tops, bottoms, and shoes are required to be worn. Clothing worn for medical, cultural, or religious observances are allowed.
  - 2. Headgear is allowed provided it does not impede the student's ability to engage in learning. The Principal and/or designee is allowed discretion to grant exceptions that allow students to wear hats. Exceptions are expected to be shared informationally with the Superintendent for review.
  - 3. Clothing that does not create a health or safety hazard.
  - 4. Clothing appropriate for the activity (i.e., physical education or the classroom).
- C. Inappropriate clothing includes, but is not limited to, the following:
  - 1. Clothing that does not cover all undergarments and/or does not cover all private parts.

Apparel promoting products or activities that are illegal for use by minors.

Objectionable emblems, badges, symbols, signs, words, objects or pictures on clothing or jewelry communicating a message that is racist, sexist, or otherwise derogatory to a protected group, evidences gang membership or affiliation, or approves, advances or provokes any form of religious, racial or sexual harassment and/or violence against other individuals as defined in School Board Policy 103 pertaining to "Racial, Religious and Sexual Harassment and Violence."

- i. Any apparel or footwear that could damage school property.
- ii. Hats as defined in this policy are not allowed to be worn during the school day. Any headgear and/or hair accessories must not block the face; and/or create a barrier to the student's ability to hear and/or engage in learning.
- iii. It is not the intention of this policy to infringe on the rights of students to express political, religious, philosophical, or similar opinions by wearing apparel on which such messages are stated. Such messages are acceptable as long as they are not lewd, vulgar, obscene, defamatory, profane, do not advocate violence or harassment against others or do not create a substantial disruption of the learning environment.

#### IV. UNIFORM DRESS

- A. The Superintendent may authorize uniform dress guidelines for an individual school or program, provided that the guidelines reflect involvement of the school community, take into consideration the financial ability of students to purchase uniforms, and allow for exemptions upon parent request.
- B. The administration may recommend a form of dress considered appropriate for a specific event and communicate the recommendation to students and parents/guardians.
- C. An organized student group may recommend a form of dress for students considered appropriate for a specific event and make such recommendation to the administration for approval.

#### V. SANCTIONS

When, in the judgment of the administration, a student's appearance, grooming, or mode of dress interferes with or disrupts the educational process or school



## Students

page 3

activities, or poses a threat to the health or safety of the student or others, the student will be directed to make modifications. Parents/guardians will be notified.

**Legal References:**

U. S. Const., amend. I  
*Tinker v. Des Moines Indep. Sch. Dist.*, 393 U.S. 503, 89 S.Ct. 733, 21 L.Ed.2d 731 (1969)  
*Stephenson v. Davenport Community School District*, 110 F.3d 1303 (8<sup>th</sup> Cir. 1997)  
*Harper v. Poway Unified Sch. Dist.*, 445 F.3d 1166 (9<sup>th</sup> Cir. 2006)  
*Hicks v. Halifax County Board of Educ.*, 93 F.Supp.2d 649 (E.D.N.C. 1999)  
*McIntire v. Bethel School, I.S.D. No. 3*, 804 F.Supp. 1415, 78 Educ. L.Rep. 828 (W.D. Okla. 1992)  
*Olesen v. Board of Educ. of Sch. Dist. No. 228*, 676 F.Supp. 820, 44 Educ. L. Rep. 205 (N.D. Ill. 1987)

**Cross References:**

Policy 103 (Racial, Religious, Sexual Harassment and Violence)  
Policy 541 (Student Behavior)

ADOPTED BY THE BOARD OF EDUCATION: August 20, 2007

REVISED BY THE BOARD OF EDUCATION: July 15, 2019

**RICHFIELD PUBLIC SCHOOLS**  
**ADMINISTRATIVE GUIDELINES**  
**RICHFIELD DUAL LANGUAGE SCHOOL**  
**UNIFORM DRESS GUIDELINES**

**I. OVERVIEW**

- A. At the Richfield Dual Language School, we seek to create the best learning environment for all students and believe that a safe and disciplined learning environment is the first requirement of an effective school. In order to promote school pride, unity, discipline, and civility, students are encouraged to wear the school uniform.
- B. Consistent with Section III.A of Board Policy 547 (Student Dress and Appearance), the uniform dress guidelines for RDLS reflect involvement of the school community, take into consideration the financial ability of students to purchase uniforms, and allow for exemption upon parent request.
- C. This administrative guideline applies at all times on the school campus, on buses, on field trips and other school-sponsored activities. Students are expected to remain in uniform all day, including after school while remaining on campus.

**II. BENEFITS**

The potential benefits of a uniform policy include:

- Putting the focus on academics rather than fashion;
- Lowering the cost of school clothes;
- Ensuring a safe school environment by preventing students from wearing inappropriate insignias;
- Helping students to differentiate between a learning environment and a play environment;
- Instilling a sense of school pride and discipline.

**III. EXEMPTIONS**

- A. Parents wishing to exempt their student from the uniform dress guidelines may opt-out by completing the attached *Application for Exemption* form. The exemption is effective upon review by the building principal. An exemption is valid only for the current school year and must be renewed at the beginning of each school year.
- B. Groups officially sanctioned by the school or district, may wear their uniforms in place of the school uniform.

- C. Students may wear school shirts of any type sold by the school in place of the school uniform.

**V. RICHFIELD DUAL LANGUAGE SCHOOL STUDENT UNIFORM DRESS OPTIONS:**

- A. The colors for RDLS are: **burgundy, white, gray, khaki, and black.**
- B. Students may choose from among the following uniform dress options:

**Shirts**

- White, Black, Burgundy, khaki, or Gray Polo Shirt, Short or Long Sleeve
- White, Black, Burgundy, khaki or Gray Dress Shirt, Short or Long Sleeve

**Bottoms**

- Khaki, Black or Gray Pants
- Khaki, Black or Gray Bermuda Shorts
- Khaki, Black or Gray Skorts
- Burgundy-Plaid V-Neck Pleated Jumper (Burgundy-plaid v-neck pleated jumpers corresponding to the sample provided)
- Black, Khaki or Burgundy-Plaid Pleated Skirt (Burgundy-plaid pleated skirts corresponding to the sample provided)
- Black, Khaki or Burgundy-Plaid Skort (Burgundy-plaid skorts corresponding to the sample provided)
- Khaki, Black or Gray Pants, Flat Front or Pleated
- Khaki, Black or Gray Walk Shorts

**Belt**

- Black

**Sweaters**

- Burgundy or Black V-Neck Unisex Sweater Vest w/ School Logo
- Burgundy or Black Blue Zip Front Sweater w/ School Logo

**Shoes**

- Athletic or Black Dress Shoes (No Sandals or Open-toed Shoes)

**Accessories**

- Hats or caps may not be worn during the school day in the school.
- Any hair accessories must be unobtrusive.

Independent School District 280  
Richfield, Minnesota

***Richfield Dual Language School***

***APPLICATION FOR EXEMPTION FROM  
THE SCHOOL UNIFORM DRESS GUIDELINES***

Name of the person submitting this application: \_\_\_\_\_

Name of student: \_\_\_\_\_

Address: \_\_\_\_\_ Telephone #: \_\_\_\_\_

School year: \_\_\_\_\_ Teacher: \_\_\_\_\_ Grade: \_\_\_\_\_

I certify that I am the parent or legal guardian of the student named above. I choose not to have my child comply with the Richfield Dual Language School Uniform Dress Guidelines and hereby request exemption. I understand that this exemption applies only to the current school year, and that that this exemption will be effective following review by the Building Principal. I further understand that I have the right to rescind this request at any time during the school year.

The reason for requesting an exemption is as follows:

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\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date of Request

\_\_\_\_\_  
Signature of Principal

\_\_\_\_\_  
Date Reviewed

July 15, 2019 Board Approved

**OLD BUSINESS – FOR ACTION**

**Agenda Item V.B.**

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

**Regular Meeting, July 15, 2019**

**Subject: Board Policy 541 – Student Behavior and Administrative Guidelines  
541.1 – Final Read**

(Recommended by the Superintendent)

That the Board of Education review Board Policy 541 – Student Behavior and Administrative Guidelines 541.1 as a final read.

**Attached**

Board Policy 541  
Administrative Guidelines 541.1  
Behavior Violations – Responses and Levels of Behavior

## **RICHFIELD PUBLIC SCHOOLS**

### **STUDENT BEHAVIOR**

#### **I. PURPOSE**

Richfield Public Schools recognizes that appropriate school behavior is critical to academic success and a safe and vibrant learning community. Teaching and learning appropriate school behavior is the task of all staff, students, and families/guardians. Working together to establish and maintain high standards of behavior and a school culture that respects and accepts differences is a shared responsibility.

Effective discipline:

- Is meant to be educational
- Considers the age and development of the student in framing the instruction in appropriate behavior and the consequences for misbehavior.
- Includes building relationships, repair of harm and restoring relationships, teaching skills and accountability, and restorative practices to re-engage students in their learning community.
- Maximizes the amount of student and staff time and attention spent on teaching and learning.
- Seeks to minimize the amount of student instruction time lost as a result of removal from classes due to misbehavior.

Richfield Public Schools is responsible to assure a safe and orderly learning and working environment for all students and staff. The District asks parents/guardians and families to partner in teaching and supporting appropriate school behavior to maximize the academic success of their students.

#### **II. GENERAL STATEMENT OF POLICY**

Responses to student behavior will be reflective of Richfield Public Schools' stated beliefs, including the following:

- Quality education requires cooperation and partnership among students, home, school, and community.
- A safe, supportive, and engaging environment promotes learning.
- Expectations and effort influence performance.
- Learning about and respecting individual differences fosters unity and strengthens community.
- Each person can learn, deserves to learn and it is everyone's responsibility.
- Core values such as caring, honesty, respect and responsibility must be developed.
- There is strength in cooperation, collaboration and healthy competition.

**III. RESPONSIBILITIES**

- A. The Superintendent in collaboration with the school board and district administration are responsible for:
  - 1. providing directives to enforce this policy.
  - 2. establishing minimum standards of behavior for students.
  - 3. analyzing behavior data overall as well as disaggregated by student group (race, gender, disability, etc.) to identify disproportionalities and respond appropriately.
  - 4. identifying adequate means for the documentation of behavior responses, the analysis of behavior data, engaging appropriate community resources and for identifying appropriate training for staff, student, parents and community partners.
- B. Principal or administrative designee are responsible for:
  - 1. leading the collaborative development of the school's behavior and restorative practices plan;
  - 2. assuring that annual notices are given to students, parents/guardians and staff;
  - 3. communicating with teachers after responding to student being removed from the classroom;
  - 4. communicating with parent/guardian when responding to student behavior concerns when the student is removed from class;
  - 5. developing and sustaining partnerships with identified community resources;
  - 6. leading the review of school behavior data to identify training needs with a view toward improving student outcomes;
  - 7. reporting behavior data at least annually to their school community.
  - 8. reviewing behavior data with the appropriate Assistant Superintendent or other District leadership no less than annually.
- C. Teachers are responsible for:
  - 1. leading the development of the classroom behavior and restorative practices standards and procedures aligned to the district and building expectations;
  - 2. assuring that all students are taught the expected school behavior in their classroom and throughout the school;
  - 3. participating in identifying students that would benefit from additional support from school and community resources;
  - 4. Participating in implementation of the school behavior plan and restorative practices;
  - 5. participating in data review, necessary training, and analysis of behavior data to improve student outcomes.
  - 6. communicating with student when behavior interferes with learning.
  - 7. communicating with parent/guardian when there is a pattern of student behavior.
- D. Non-classroom school staff is responsible for implementing with consistency the district behavior standards and school behavior standards, participating in training and analysis of behavior data to improve student outcomes as directed by the



principal or site administrator.

- E. Parents/guardians are responsible for;
1. partnering with their student's schools to know and implement with consistency the school behavior standards and school and classroom rules to improve their student's outcomes.
  2. helping their student learn the behavior standards of their schools and classrooms.
  3. working collaboratively with school staff and their student to respond to and resolve behavior issues.

Students are responsible to learn the standards of behavior of the district, their school and their classrooms; to take personal responsibility for their behavior as they are able, and to work to improve the relationships they have with their peers, their teachers and with other school staff.

#### **IV. DEVELOPMENT AND COMMUNICATION OF BEHAVIOR STANDARDS**

The District is committed to teaching all students and to assuring that students' learning is not disrupted by the behavior of others. The District is committed to taking actions to provide a safe learning environment for all students, and a safe working environment for all staff.

- A. The Superintendent shall report behavior data to the Board no less than annually.
- B. Building principals shall review behavior data with the Superintendent no less than annually.
- C. Every school shall establish and teach behavior expectations and respond to student inappropriate behavior that are consistent with this Policy and accompanying administrative guidelines, and directives from the Superintendent. All school staff shall receive training on the school's plan.
- D. Every classroom shall establish behavior standards and norms within the district's policy, the Superintendent's directives and the school's behavior plan with participation from the students in the classroom. All students shall be taught the behavior standards established.
- E. Every school employee shall demonstrate high standards of behavior that model appropriate school behavior, and shall monitor and respond to student behavior.
- F. Every school shall examine discipline data to assure that responses to student behavior do not show evidence of bias or discriminatory behavior. Schools shall also use behavior data to identify and provide additional training to staff and students; and to provide effective interventions for students to improve student outcomes.

- 130  
131 G. Student age, developmental stage and individual needs based on culture, language or  
132 disability, or other relevant factors, shall be considered in determining the appropriate  
133 response to behavior.  
134
- 135 H. Behavior standards for students with an Individualized Education Program (“IEP”),  
136 Individual Accommodation Plan (“IAP/504 Plan”) shall be supported by the terms of  
137 the accommodations of their written program or plan to the extent they differ from  
138 the district policy, regulations and school plan.  
139
- 140 I. The District will make this Policy and accompanying administrative guidelines  
141 available on the District’s website and they also shall be available upon request in  
142 each principal's office. The Board encourages use of a variety of media to increase  
143 and awareness.  
144
- 145 J. Students and parents/guardians shall receive notice of classroom rules established by  
146 their classrooms.  
147

148 ***Legal References:***

149 Minn. Stat. §121A.40 *et seq.* (Pupil Fair Dismissal Act)  
150 Minn. Stat. §121A.58 *et seq.* (Discipline, All Students)  
151 Minn. Stat. §125A.08 (Individual Education Programs)  
152 29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)

153 REVISED BY THE BOARD OF EDUCATION July 15, 2019  
154

## **ADMINISTRATIVE GUIDELINE 541.1**

### **STUDENT BEHAVIOR**

#### **I. PURPOSE**

These Administrative Guidelines apply to student behavior in school, on school property, in and around school vehicles, and at school-sponsored events both within and outside the district. The goal of Richfield Public Schools is to provide students a safe school to promote academic success and a vibrant learning community. Fair and appropriate implementation of the student discipline policy is important to this goal. Richfield Public Schools also recognizes that removal from instruction can work against the academic achievement of students, and should be avoided whenever possible. The purpose of these Administrative Guidelines is to establish the system of classification of student behaviors and administrative responses to those behaviors.

#### **II. GENERAL STATEMENT OF REGULATION**

- A. All responses to student inappropriate behavior should include elements of teaching or re-teaching appropriate school behavior and restoration of relationships affected by the student behavior.
- B. Alternatives to removal from instruction will be used unless the behavior of the student places the student or others in danger, or the disruption to the educational environment can only be remedied by a referral out of the classroom, or the referral out of the classroom is required by law. Typically, referral out of the classroom may occur with infractions at level 2 or higher. Alternatives to removal will be utilized within the classroom and may include a variety of methods and classroom management strategies.
- C. Opportunities for students to repair relationships affected or harmed by their behavior shall be offered as part of the response to behaviors. Where the student has been removed from the classroom for any amount of time, opportunities to repair relationship should be provided.

#### **III. RESPONSIBILITIES**

- A. The Superintendent in collaboration with the school board and district administration are responsible for:
  - 1. providing directives to enforce this policy.
  - 2. establishing minimum standards of behavior for students.
  - 3. analyzing behavior data overall as well as disaggregated by student group (race, gender, disability, etc.) to identify disproportionalities and respond appropriately.
  - 4. identifying adequate means for the documentation of behavior responses, the analysis of behavior data, engaging appropriate community resources and for identifying appropriate training for staff, student, parents and community partners.

- B. Principal or administrative designee are responsible for:
1. leading the collaborative development of the school's behavior and restorative practices plan;
  2. assuring that annual notices are given to students, parents/guardians and staff;
  3. communicating with teachers after responding to student being removed from the classroom;
  4. communicating with parent/guardian when responding to student behavior concerns when the student is removed from class;
  5. developing and sustaining partnerships with identified community resources;
  6. leading the review of school behavior data to identify training needs with a view toward improving student outcomes;
  7. reporting behavior data at least annually to their school community.
  8. reviewing behavior data with the appropriate Assistant Superintendent or other District leadership no less than annually.
- C. Teachers are responsible for:
1. leading the development of the classroom behavior and restorative practices standards and procedures aligned to the district and building expectations;
  2. assuring that all students are taught the expected school behavior in their classroom and throughout the school;
  3. participating in identifying students that would benefit from additional support from school and community resources;
  4. Participating in implementation of the school behavior plan and restorative practices;
  5. participating in data review, necessary training, and analysis of behavior data to improve student outcomes.
  6. communicating with student when behavior interferes with learning.
  7. communicating with parent/guardian when there is a pattern of student behavior.
- D. Non-classroom school staff is responsible for implementing with consistency the district behavior standards and school behavior standards, participating in training and analysis of behavior data to improve student outcomes as directed by the principal or site administrator.
- E. Parents/guardians are responsible for;
1. partnering with their student's schools to know and implement with consistency the school behavior standards and school and classroom rules to improve their student's outcomes.
  2. helping their student learn the behavior standards of their schools and classrooms.
  3. working collaboratively with school staff and their student to respond to and resolve behavior issues.

Students are responsible to learn the standards of behavior of the district, their school and their classrooms; to take personal responsibility for their behavior as they are

able, and to work to improve the relationships they have with their peers, their teachers and with other school staff.

#### IV. LEVELS AND RESPONSES

Inappropriate conduct varies. It may disrupt a teaching-learning situation, cause injury to oneself or others, damage personal or public property, violate school regulations or civil laws, or have several impacts simultaneously. Similarly, a single infraction can range from very minor to very serious. Accordingly, individual circumstances must be considered in every case and responses to conduct must be fair, and proportionate.

Levels of student behavior are established as indicated in the RPS Behavior Levels and Responses chart which accompanies these Administrative Guidelines, and are organized in five levels as follows. The levels of behavior are not linear but progressive in response to behavior.

1. Level 1 violations are typically addressed by staff members when a student has minimal or no prior violations. The staff response is to teach and practice the expected behavior so students learn and demonstrate safe, respectful and responsible behaviors. Staff members are expected to use a variety of teaching and classroom management strategies. Generally Level One behaviors do not result in out of classroom referral.
2. Level 2 violations generally result in interventions and/or disciplinary responses that involve support staff and/or school administration. These actions aim to increase the student's skills, positive view of schooling and positive experiences at school so that misbehavior is less likely to continue or escalate. A severe occurrence may be treated as a violation at a higher level. Repeated instances of a level 2 violation may be treated as a violation at a higher level only when appropriate interventions have been attempted over a reasonable amount of time and documented in the student's record.
3. Level 3 violations **may result** in a short-term removal from school for part of a day or an entire school day. The duration of the short-term removal, if issued, is to be limited as much as possible while adequately addressing the behavior. A severe occurrence may be treated as a violation at a higher level. Repeated instances of a level 3 violation may be treated as a violation at a higher level only when appropriate interventions have been attempted over a reasonable amount of time and documented in the student's record.
4. Level 4 violations have the potential to significantly impact the safety of the school environment. These violations may result in the removal of a student from the school environment due to the severity of the behavior. Incidents at this level may be referred for expulsion depending on the circumstances.
5. Level 5 violations require the principal to notify the Superintendent or designee. These behaviors may result in police notification and/or expulsion.

## **V. PROCEDURES FOR OUT OF SCHOOL REMOVALS**

### **A. Administrative Conference**

If a student is assigned an out of school removal from instruction for conduct which materially disrupts the rights of others to an education, but where the acting student does not present an immediate and substantial danger to self, other students, staff or school property, an informal administrative conference must be held with the student unless the student has already left the school grounds.

If a student is assigned an out of school removal from instruction for conduct which reasonably can be believed to cause an immediate and substantial danger to the student, other persons or school property, the student may be removed from the premises without an initial informal administrative conference, however, the student shall be afforded an opportunity to at the earliest possible time to participate in the informal administrative conference.

An informal administrative conference may be held by telephone or at an off-campus site if the student presents an immediate or substantial danger to the school.

### **B. Notification**

The principal or designee shall make reasonable efforts to promptly notify the parents of students assigned an out of school removal from instruction.

The principal or designee shall ensure that a written notice containing the grounds for the out of school removal, the known facts, known testimony, a readmission plan and a copy of the *Pupil Fair Dismissal Act* is personally served upon the student at or before the time of the out of school removal from instruction is to take effect at the informal administrative conference. If the informal administrative conference is delayed because removal from instruction was for conduct which reasonably could be believed to cause an immediate and substantial danger to the student, other persons or school property, the written notice shall be given to student at the informal administrative conference when it is held.

The written notice shall also be served upon the parent/guardian, either in person or by certified mail within forty-eight (48) hours of the out of school removal from instruction.

### **C. Readmission to Instruction**

Prior to or after an out of school removal from instruction, the principal or designee shall require the student's attendance at an informal administrative conference prior to the return to classes. Such conferences shall be noticed to the parents/guardians of the student, who are encouraged to attend the conference.

For any out of school removal from instruction, the principal or designee shall prepare a written readmission plan. The proposed plan may include a procedures for the student's return to school and classes. The proposed plan also may include provision for an alternative program, which may include, but is not limited to:

- make-up school work;
- assigned homework;
- changes in assigned courses or classroom;
- changes in student's schedules;
- provision of tutorial service;
- provision of student support services,
- provision of information concerning mental health or other community supports;
- reassignment to a different educational setting.

If a reassignment to a different educational setting is proposed, the principal shall follow district procedures for reassignment, and the due process rights of the student shall be observed.

The informal administrative readmission conference may be held by telephone or at an off-campus site if necessary to meet the needs of the student.

#### **D. Consecutive Removals**

Out of school removals from instruction may not be imposed consecutively upon the same student for the same course of conduct, or incident of behavior, except where the student poses an immediate and substantial risk of danger to the student or to persons or property around the student. Whether or not an "immediate and substantial risk of danger" exists shall be determined by the principal or designee. Notice of the extension shall be given following the same procedure as the initial notice of the removal from instruction.

An out of school removal from instruction may not be extended due to the inability or refusal of a parent/guardian to participate in any readmission conference.

Up to two (2) five (5) day suspensions (total of ten school days) may be imposed if the principal determines that the student continues to present an immediate and substantial risk of danger.

A third five (5) day suspension may be imposed only if the district is proposing expulsion or exclusion and the Superintendent has been notified.

Whenever a removal from instruction exceeds five (5) days, an alternative instruction program such as those identified in Paragraph V.C shall be provided to the student.

#### ***Legal References:***

Minn. Stat. §121A.40 *et seq.* (Pupil Fair Dismissal Act)



# RPS Behavior Violations

## Responses and Levels of Behavior Violations

Problem behaviors are divided into five levels of violations with examples of interventions (we need to add) and disciplinary responses.

- Interventions are opportunities for students to learn appropriate behavior.
- Disciplinary responses should be the least severe response possible.

For each violation on the charts, the first ( ) is the minimum disciplinary action. There should be a logical relationship between the severity, frequency and duration of the offense to the age of the student and administrative action.

## Factors to consider prior to a disciplinary action

- Student's age, maturity and understanding of the impact of their behavior
- Student's ability and/or willingness to repair the harm caused by their behavior
- Previous interventions implemented and disciplinary responses imposed
- The circumstances and severity, frequency and duration of the behavior
- The student's IEP or 504 plan, if applicable

## Level 1

Level 1 violations are typically addressed by staff members when a student has minimal or no prior violations. The staff response is to teach and practice the expected behavior so students learn and demonstrate safe, respectful and responsible behaviors. Staff members are expected to use a variety of teaching and classroom management strategies.

## Examples of Interventions and Responses

Support interventions aim to correct and teach alternative behavior so students can learn and demonstrate safe and respectful behavior. School staff members are expected to use a variety of methods and classroom management strategies that may include one or more of the following:

- Reminders and redirection
- Role play
- Written reflection/apology
- Seat change
- Teacher/student conference
- Daily progress sheet on behavior
- In class time-out / "Take a Break"
- Check-in / Check-out
- Restitution
- Removal from class to another supervised classroom (short-term) / Buddy Class
- Change in schedule
- Loss of privileges
- Detention
- Student Contract

Appropriate staff interventions may involve the parent/guardian and other members of the school community.

Interventions may include:

- Parent/guardian notification
- Parent/guardian conference
- Conflict resolution
- Contract between teacher, student and parents
- Peer mediation
- Restorative circle
- Referral

## Level 1 Violations

	Levels						Police Notification
	1	2	3	4	5	S R	
<b>Academic Dishonesty (Cheating or Plagiarizing) (School Board Policy 541.1)</b> Cheating is the act of copying, photographing, allowing your own work to be copied, revealing test content, altering scores or records, citing issues. Plagiarizing is the act of using another person's ideas or expression in writing or speaking without acknowledging the source. Copying work from a book, computer source or another individual.	•	•	•				
<b>Disruptive Behavior (School Board Policy 541.1)</b> Acts that disrupt or threaten to disrupt the educational process in the classroom, hallways, or at school functions, including, but not limited to, inappropriate language, horseplay, discrimination, or defiance of authority or any conduct tending to cause disruption or arouse alarm, anger or resentment in others	•	•	•			X	
<b>Engaging in Verbal Conflict</b> Disrupting the school environment by engaging in a loud argument that includes disparaging comments or discussion or potential physical conflict.	•	•					
<b>Inappropriate Language</b> Using inappropriate words or topics of conversation in school.	•	•					
<b>Repeated Noncompliance with Behavior Expectations (School Board Policy 541.1)</b> Failure to comply with the instructions of school staff when current behavior prevents success of the student or impacts learning.	•	•	•			X	
<b>Physical Contact (No Bodily Harm)</b> Students engage in non-serious but inappropriate physical contact, such as pushing, horseplay, wrestling.	•	•	•				
<b>Student Dress (School Board Policy 541.1)</b> Manner of dress or personal grooming that does not fit within the policies or guidelines practiced by the school or district.	•	•					
<b>Technology Misuse/Violation</b> This includes being off-task, treating iPads carelessly and airdropping material without permission.	•	•	•				
<b>Theft, Minor (School Board Policy 541.1)</b> The unauthorized taking or keeping of the property of another, including but not limited to school supplies, food, etc..	•	•				X	

## Level 2

Level 2 violations generally result in interventions and/or disciplinary responses that involve support staff and/or school administration. These actions aim to increase the student's skills, positive view of schooling and positive experiences at school so that misbehavior is less likely to continue or escalate.

A severe occurrence may be treated as a violation at a higher level. Repeated instances of a level 2 violation may be treated as a violation at a higher level only when appropriate interventions have been attempted over a reasonable amount of time and documented in the student's record.

### Level 2: Examples of Interventions and Responses

These interventions may involve the school administration and aim to correct behavior by stressing the seriousness of the behavior while keeping the student in school.

- Parent/guardian notification
- Parent/guardian conference
- Restorative justice strategies
- School community service
- Referral to Student Teacher Assistance Team (STAT)
- Monetary restitution
- **Removal (up to five) to another supervised classroom during a designated subject/class**

- In-school suspension
- Student conference
- Detention
- Referral to outside resources
- Utilization of lower-level consequences in addition to the above

## Level 2 Violations

	Levels					SR	Police Notification
	1	2	3	4	5		
<b>Bullying/Cyberbullying (School Board Policy 113)</b> Bullying is defined as any written or verbal expression, physical act or gesture, or pattern thereof, which is intended to hurt, threaten, upset, distress, or frighten. The definition of bullying contains the following criteria: 1. an actual or perceived imbalance of power between the offender and target. 2. The behavior is repeated or forms a pattern. 3. Interferes with a students' educational opportunities, performance, or ability to participate in school functions or activities or receive the school benefits, services or privileges. Bullying includes, but is not limited to: teasing, damaging property, causing fear of harm to a person or their property, creating a hostile environment, or any conduct against a person that is a reasonable person under the circumstances knows or should know would have the effect of harming a student. Conduct online or via phone also applies, including Facebook, texting, voicemail, email, etc. Students are encouraged to complete a bullying/ harassment form if they have been bullied/ see someone else get bullied. Retaliation against a victim, reporter, or witness or false accusations are prohibited.		•	•	•	•	X	
<b>Fighting, Less Serious (School Board Policy 541.1)</b> Mutual physical combat that does not result in injury or a substantial disruption to the school environment, other than the disruption of the fight itself. A student who retaliates, promotes or instigates will be considered part of the fight. This is regardless of who initiates the fight or whether the student believes he/she was citing in self-defense.		•	•			X	
<b>Gang Activity (School Board Policy 541.1)</b> Any activity that promotes or assists a gang including creating graffiti, emblems, symbols, hand signs, jewelry and/or clothing are not allowed. Gang activity is defined by the following criteria: (1) the student belongs to or associates with (2) a group of three or more people who band together under a common identifying symbol, sign, or name, and (3) the participant participates in a separate violation listed in the handbook to further an implicit or explicit goal of the gang/ group.		•	•	•	•	X	
<b>Harassment (School Board Policy 541.1)</b> Harassment is participating in or conspiring with others to engage in acts that injure, degrade, intimidate or disgrace other individuals or classes based on: race, gender, disability, religion or creed, national origin or culture, age or grade level, sexual orientation, socio-economic status, or any physical or mental attributes. Harassment includes words, spoken or written, and/or any actions that negatively impact an individual or groups as defined above.		•	•	•	•	X	
<b>Harassment, Sexual (School Board Policy 541.1)</b> Includes unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other unwelcome verbal or physical conduct or communication of a sexual nature.		•	•	•	•	X	

## Level 2 Violations, continued

	Levels						Police Notification
	1	2	3	4	5	S R	
<b>Out of Bounds/Out of area (School Board Policy 541.1)</b> Leaving expected area such as classroom, lunchroom or campus without permission.		•					
<b>Pornography</b> Accessing, viewing or showing sexually inappropriate materials.		•	•				
<b>Reckless Behavior, Less Serious (No Bodily Harm)</b> Recklessness involves the creation of an unjustifiable risk of harm to others and a conscious (and sometimes deliberate) disregard for or indifference to that risk.		•	•				
<b>Refusal to Cooperate with School Administrative Staff</b> A student, who has already been sent to the office for misbehavior, continues to fail to comply with directions from staff.		•	•				
<b>Sexual misconduct/Indecent Exposure</b> Engaging in sexual contact with another person, including intentional touching of clothing covering a person's intimate parts or intentional removal or attempted removal of clothing covering a person's intimate parts or clothing covering a person's undergarments. Intentionally exposing private parts to another. This includes, but not limited to, sexual intercourse or sexual penetration, sexual contact, indecent exposure, or masturbation.		•	•	•			
<b>Technology-Unauthorized or Inappropriate Use of District Technology Resources (School Board Policy 107)</b> See full definition online at <a href="#">School Board Policies / Policy 107</a> .		•	•	•		X	
<b>Threats or Intimidation (School Board Policy 541.1)</b> Use of violence, force, coercion, threat, intimidation or similar conduct in a manner that constitutes a substantial interference with school purposes.		•	•	•		X	
<b>Tobacco, Use of (School Board Policy 541.1)</b> To include students found to be in use of tobacco or a product that may be used to distribute tobacco or the chemical nicotine while in the school building, or on school grounds.		•	•			X	
<b>Vandalism/Property Related (School Board Policy 541.1)</b> Willful defacing or the destruction of any property.		•	•	•		X	
<b>Verbal or Written Abuse to Staff, Threatening</b> Abusive communication directed at staff which includes words or actions that threaten the individual's safety and security.		•	•	•		X	

### Level 3

Level 3 violations **may result** in a short-term removal from school for part of a day or an entire school day. The duration of the short-term removal, if issued, is to be limited as much as possible while adequately addressing the behavior.

A severe occurrence may be treated as a violation at a higher level. Repeated instances of a level 3 violation may be treated as a violation at a higher level only when appropriate interventions have been attempted over a reasonable amount of time and documented in the student's record.

### Level 3: Examples of Interventions and Responses

These interventions may involve the temporary, short-term removal of a student from the school environment because of the severity of the behavior. The duration of the dismissal (or removal), if issued, is to be limited as much as is practicable while adequately addressing the behavior.

- Parent/guardian notification
- Parent/guardian conference
- Dismissal (up to one complete school day)
- Suspension (1 or more school days)
- Referral to outside resources
- Utilization of lower-level consequences in addition to the above

## Level 3 Violations

	Levels					Police Notification
	1	2	3	4	5	S R
<b>Drugs, Possession or Under the Influence</b> Drugs, alcoholic beverages, controlled or imitation controlled substances, or other mood-altering chemicals.			•	•		X
<b>False Allegations Against Student or Staff</b> Any knowingly or recklessly false allegation against a staff member or student, written, spoken or otherwise communicate which is harmful to their reputation or which may impede the ability of the staff member to perform assigned duties.			•	•		
<b>Fighting, Serious (School Board Policy 541.1)</b> Mutual physical combat that results in injury creates a substantial disruption involving large numbers of students, and/or results in the potential for continued fighting. A student who retaliates, promotes or instigates will be considered part of the fight. This is regardless of who initiates the fight or whether the student believes he/she was citing in self-defense.			•	•		X
<b>Reckless Behavior, More Serious (Bodily Harm)</b> Recklessness involves the creation of an unjustifiable risk of harm to others and a conscious (and sometimes deliberate) disregard for or indifference to that risk.			•	•		
<b>Repeated Misuse of District Technology Resources</b> Purposeful use of district technology resources in a way that violates district policy.			•	•		X
<b>Pyrotechnics</b> Having in possession fire starting materials or fireworks.			•	•		X
<b>Theft (School Board Policy 541.1)</b> The unauthorized taking or keeping of the property of another including but not limited to jackets, expensive electronics, etc.			•	•		X
<b>Trespassing, Including During Periods of Dismissal or Suspension (School Board Policy 541.1)</b> Being physically present on school property or at a school activity after being directed to leave by a school administrator or other person lawfully responsible for the control of the premises.			•	•		

### Level 4

Level 4 violations have the potential to significantly impact the safety of the school environment. These violations may result in the removal of a student from the school environment due to the severity of the behavior.

Incidents at this level may be referred for expulsion depending on the circumstances.

#### Level 4: Examples of Interventions and Responses

These interventions may involve the temporary, short-term removal of a student from the school environment because of the severity of the behavior. The duration of the short-term suspension, if issued, is to be limited as much as is practicable while adequately addressing the behavior.

- Parent/guardian notification
- Parent/guardian conference
- Suspension, in excess of one complete school day
- Interim alternative educational placement
- Referral to outside resources
- Utilization of lower-level consequences in addition to the above

## Level 4 Violations

	Levels					Police Notification
	1	2	3	4	5	
<b>Arson</b> Intentional destruction or damage to school or district building or property by means of fire.				•	•	X
<b>Assault (School Board Policy 541.1)</b> Assault is doing an act with intent to cause fear in another of immediate bodily harm or death or intentionally inflicting or attempting to inflict bodily harm upon another.				•		•
<b>Criminal Sexual Conduct (School Board Policy 541.1)</b> Sexual conduct as defined in MN Stat. 609.34151 (a) "Sexual contact," for the purposes of sections 609.343, subdivision 1, clauses (a) to (f), and 609.345, subdivision 1, clauses (a) to (e), and (h) to (o), includes any of the following acts committed without the complainant's consent, except in those cases where consent is not a defense, and committed with sexual or aggressive intent: (i) the intentional touching by the actor of the complainant's intimate parts, or (ii) the touching by the complainant of the actor's, the complainant's, or another's intimate parts affected by a person in a position of authority, or by coercion, or by inducement if the complainant is under 13 years of age or mentally impaired, or (iii) the touching by another of the complainant's intimate parts affected by coercion or by a person in a position of authority, or (iv) in any of the cases above, the touching of the clothing covering the immediate area of the intimate parts, or (v) the intentional touching with seminal fluid or sperm by the actor of the complainant's body or the clothing covering the complainant's body. (b) "Sexual contact," for the purposes of sections 609.343, subdivision 1, clauses (g) and (h), and 609.345, subdivision 1, clauses (f) and (g), includes any of the following acts committed with sexual or aggressive intent: (i) the intentional touching by the actor of the complainant's intimate parts; (ii) the touching by the complainant of the actor's, the complainant's, or another's intimate parts; (iii) the touching by another of the complainant's intimate parts; (iv) in any of the cases listed above, touching of the clothing covering the immediate area of the intimate parts; or (v) the intentional touching with seminal fluid or sperm by the actor of the complainant's body or the clothing covering the complainant's body. (c) "Sexual contact with a person under 13 years of age" means the intentional touching of the complainant's bare genitals or anal opening by the actor's bare genitals or anal opening with sexual or aggressive intent or the touching by the complainant's bare genitals or anal opening of the actor's or another's bare genitals or anal opening with sexual or aggressive intent.				•	•	•
<b>False Alarm/Bomb Threat (School Board Policy 541.1)</b> Causing a substantial disruption to the school environment and/or placing student at risk by making a false report or activating an alarm.				•		X
<b>Hazing (School Board Policy 108)</b> Committing an act against a student or coercing a student into an act that is demeaning, humiliating or creates a substantial risk or harm to a person in order for the student to be initiated into or affiliated with a student organization or grade level. Apparent permission, cooperation, or consent by a person being hazed does not lessen the actions taken by the district.				•		X

## Level 4 Violations, continued

	Levels						Police Notification
	1	2	3	4	5	S R	
<b>Reckless or Careless Driving (School Board Policy 541.1)</b> Driving on school property in such a manner as to endanger persons or property.				•			•
<b>Robbery/Extortion (School Board Policy 541.1)</b> The obtaining of property from another where his/her consent was induced by a use of force, or a threat of force.				•		X	•
<b>Selling, Distributing, Intent to Distribute, or Attempting to Distribute Drugs, Alcoholic Beverages, or a Controlled/Imitation Controlled Substance</b>				•	•	X	•
<b>Threats, Terroristic (School Board Policy 541.1)</b> Comments, actions or conduct that specifically threatens physical harm or violence to the person of another. See MN Statue at: <a href="http://www.revisor.mn.gov/statutes/?id=609.713">www.revisor.mn.gov/statutes/?id=609.713</a>				•	•	X	•
<b>Weapon, Possession of real or replica (School Board Policy 541.1)</b> Possession of a sharp object, knife, gun, projectile or look-alike designed or used in a harmful manner. Students who are aware of a weapon must report it immediately or will be considered a participant.				•		X	•

## Level 5

Level 5 violations require the principal to notify the Superintendent or designee. These behaviors may result in police notification and/or expulsion.

### Level 5: Examples of Interventions and Responses

These interventions involve the removal of the student from the school environment because of the severity of the behavior and parent/guardian notification and conference. They may involve placement of the student in a safe environment that provides additional structure to address behavior. These interventions focus on maintaining the safety of the school community and ending self-destructive and/or dangerous behavior.

- Interim alternative educational placement
- Referral to outside resources
- Expulsion or exclusion (an act of the Board of Education)
- Utilization of lower level consequences in addition to the above

Level 5 Violations							
	Levels					Police Notification	
	1	2	3	4	5	S R	
<b>Assault, Aggravated (School Board Policy 541.1)</b> The intentional infliction of substantial bodily harm, or great bodily harm upon another, or committing an act with a firearm, dangerous weapon or other weapon with intent to cause fear in another of immediate bodily harm or death.					•	X	•
<b>Bomb/Explosive Device</b> Bombs, grenades, mines, rockets, missiles, pipe bombs, or similar devices designed to explode and capable of causing bodily harm or property damage.					•	X	•
<b>Weapon/Firearm</b> Gun or rifle that fires ammunition by force of explosion or combustion. Does not include BB guns, air guns, or lookalike guns.					•	X	•
<b>Incapacitation Device, Possession, with use or intent to use</b> A device designed to temporarily immobilize or incapacitate people such as taser, stun gun or tear gas derivative.					•	X ?	•



## Level 5 Violations

	Levels					Police Notification
	1	2	3	4	5	
<b>Possession/Use of a Dangerous Weapon Other Than a Firearm</b> A device designed or modified as a weapon that is capable of producing death or great bodily harm. Examples include knife with a blade of 2.5 inches or longer, replica firearm, BB gun, or brass knuckles. See the full definition online at:					•	•
<b>Possession/Use of Other Weapon or Object, not a firearm and not meeting Minnesota Statute Dangerous Weapon definition, with use or intent to use</b> Device not manufactured as a dangerous weapon or non-conventional weapon capable of producing bodily harm, substantial bodily harm, or fear of bodily harm. Examples include knives with blades under 2.5 inches, box cutters, razor blades, etc. Use or intent must be present.					•	•

**OLD BUSINESS - FOR ACTION**

**Agenda Item V.C.**

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

**Regular Meeting, July 15, 2019**

**Subject: RSTEM Facilities Project Change Order #1**

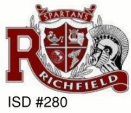
(Recommended by the Superintendent)

That the Board of Education approves RSTEM Facilities Project Change Order #1 for net increase of \$13,434.80 due to plumbing and mechanical changes.

**Background Information**

The first change is related to the Minnesota Department of Labor and Industry plumbing code requirements. There is a no-cost clarification on the outside air flow valve values on the unit ventilators. A small cost of \$651 is related to upgrading the door locking hardware for the Gym Storage room. Costs of \$8,417.84 relates to upgrading the junior urinals to both Standard and ADA urinals.

Original project cost was \$14,800,000.00. The total cost of the project is now \$14,813,434.80.

**CCO #001**

ICS Consulting, Inc.  
 3890 Pheasant Ridge Drive N.E., Suite 180  
 Blaine, Minnesota 55449  
 Phone: (763) 354-2670  
 Fax: (763) 780-2866

**Project:** S180064 - STEM - ISD #280, Richfield STEM School  
 7020 12th Ave S  
 Richfield, Minnesota

## Contract Change Order #001: Shaw Lundquist CO 001

<b>CONTRACT COMPANY:</b>	<b>Shaw-Lundquist Associates, Inc.</b> 2757 West Service Road St. Paul, Minnesota 55121	<b>CONTRACT FOR:</b>	SC-S180064 - STEM-001:Shaw-Lundquist Single Prime Contract
<b>DATE CREATED:</b>	6/05/2019	<b>CREATED BY:</b>	Raeann Wynn (ICS Consulting, Inc. - Blaine, MN)
<b>CONTRACT STATUS:</b>	Pending - Proceeding	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>		<b>CHANGE REASON:</b>	Design Development
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$13,434.80

**DESCRIPTION:**

First change is related to the Minnesota Department of Labor and Industry plumbing code requirements. There is a no-cost clarification on the outside air flow valve values on the unit ventilators. Small costs of \$651.00 is related to upgrading the door locking hardware for the Gym Storage room. Costs of \$8,417.84 is upgrading the junior urinals to both Standard and ADA urinals.

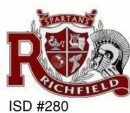
<u>CE #001 - PR #001 - Plumbing Review Response</u>	ADD: \$4,365.96
<u>CE #002 - SI #001 - Unit Ventilator Schedule Modifications</u>	No Cost Change
<u>CE #003 - SI #002 - Hardware Group #25</u>	ADD: \$651.00
<u>CE #005 - SI #003 - Toilet Room Fixtures and Accessories.</u>	ADD: \$8,417.84
<u>CE #008 - SI #004 - Conf Room Revisions and Lowered Vest ACT</u>	No Cost Change

**ATTACHMENTS:**

[CE 005-SI 003 Pricing.pdf](#) [CE 003-SI 002 Pricing.pdf](#) [CE 001-PR 001 Pricing.pdf](#)

**CHANGE ORDER LINE ITEMS:**

The original (Contract Sum)	\$ 14,800,000.00
Net change by previously authorized Change Orders	\$ 0.00
The contract sum prior to this Change Order was	\$ 14,800,000.00
The contract sum would be changed by this Change Order in the amount of	\$ 13,434.80
The new contract sum including this Change Order will be	\$ 14,813,434.80
The contract time will not be changed by this Change Order by 0 days	




**CCO #001**

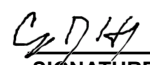
**Shaw-Lundquist Associates, Inc.**  
2757 West Service Road  
St. Paul Minnesota 55121

**Wold Architects & Engineers**  
332 Minnesota Street STE W2000  
Saint Paul Minnesota 55101

**Independent School District #280**  
7001 Harriet Avenue S.  
Richfield Minnesota 55423

 6/10/2019  
SIGNATURE DATE

 6/10/2019  
SIGNATURE DATE

 6/14/2019  
SIGNATURE DATE

**OLD BUSINESS - FOR ACTION**

**Agenda Item V.C.2.**

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

**Regular Meeting, July 15, 2019**

**Subject: RDLS Facilities Project Change Order #3 and #4**

(Recommended by the Superintendent)

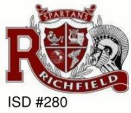
That the Board of Education approves RDLS Facilities Project Change Order #3 for net increase of \$7,796.75 and Change Order #4 resulting in a net reduction of \$10,709.52 due to mechanical and construction costs and efficiencies realized as part of the mechanical and infrastructure work. Net change of these two change orders is a reduction of \$2,912.77.

**Background Information**

Change order #3 is related to Minnesota Department of Labor Plumbing Code requirement modifications and City of Richfield plan review comments. The majority of the costs are related to the installation of helical piers required due to an unforeseen condition related to the existing building footing locations. There are (2) no cost changes; one for a piping product substitution and one involving clarification for the East wall of the Lobby.

Change order #4 results from value engineering which provided cost savings was accepted to eliminate the single air conditioning unit for the office and cool the office area with the chilled water system that serves the rest of the building. Another deduct is related to items originally noted to be demoed by the General Contractor are now to be demoed by the Owner Direct abatement contractor. A portion of the cost is related to additional concrete slab saw-cutting not initially shown on the demo plans.

Original project cost was \$9,048,000.00. The total cost of the project is now \$8,917,233,31.

**CCO #003**

ICS Consulting, Inc.  
 3890 Pheasant Ridge Drive N.E., Suite 180  
 Blaine, Minnesota 55449  
 Phone: (763) 354-2670  
 Fax: (763) 780-2866

**Project:** S180064 - RDLS - ISD #280, Richfield Dual Language School  
 7001 Elliot Avenue South  
 Richfield, Minnesota 55423

## Contract Change Order #003: L.S. Black CO 003

<b>CONTRACT COMPANY:</b>	<b>L.S. Black Constructors, Inc.</b> 1959 Sloan Place, Suite 140 St. Paul, Minnesota 55117	<b>CONTRACT FOR:</b>	SC-S180064 - RDLS -001:L.S. Black Single Prime Contract
<b>DATE CREATED:</b>	6/12/2019	<b>CREATED BY:</b>	Raeann Wynn (ICS Consulting, Inc. - Blaine, MN)
<b>CONTRACT STATUS:</b>	Pending - Proceeding	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>		<b>CHANGE REASON:</b>	Design Development   Existing Condition
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$7,796.75

**DESCRIPTION:**

A portion of the costs are related to Minnesota Department of Labor Plumbing Code requirement modifications and City of Richfield plan review comments. The majority of the costs are related to the installation of helical piers required due to an unforeseen condition related to the existing building footing locations. There are (2) no cost changes: one for a piping product substitution and one involving clarification for the East wall of the Lobby.

CE #001 - PR #001 - Plumbing Review Response \$1,191.75  
 PR #001 - Plumbing Review Response.

CE #006 - PR #006 - Plan Review - Ambulatory Stalls \$473.00  
 PR #006 - Plan Review - Ambulatory Stalls

CE #008 - SI #002 - Hydronic piping products No cost impact  
 SI #002 Hydronic piping products

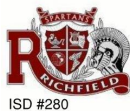
CE #011 - PR #013 - Helical Piles at Grid A14 \$6,132.00  
 PR #013 - Helical Piles at Grid A14

CE #013 - SI #003 - Section at Lobby East Wall No cost impact  
 SI #003 - Section at Lobby East Wall

**ATTACHMENTS:**

[CE 001 - PR 001 - Plumbing Review Response.pdf](#) [CE 006 - PR 006 - Plan Review - Ambulatory Stalls.pdf](#) [CE 011 - PR 013 - Helical Piles at Grid A14.pdf](#)

**CHANGE ORDER LINE ITEMS:**

**CCO #003**

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The original (Contract Sum)	\$ 9,048,000.00
Net change by previously authorized Change Orders	(\$127,853.92)
The contract sum prior to this Change Order was	\$ 8,920,146.08
The contract sum would be changed by this Change Order in the amount of	\$ 7,796.75
The new contract sum including this Change Order will be	\$ 8,927,942.83
The contract time will not be changed by this Change Order by 0 days	

**L.S. Black Constructors, Inc.**  
1959 Sloan Place, Suite 140  
St. Paul Minnesota 55117

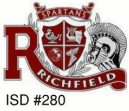
**Wold Architects & Engineers**  
332 Minnesota Street STE W2000  
Saint Paul Minnesota 55101

**Independent School District #280**  
7001 Harriet Avenue S.  
Richfield Minnesota 55423

William Zebro 6/13/2019  
SIGNATURE DATE

[Signature] 6/13/2019  
SIGNATURE DATE

[Signature] 6/13/2019  
SIGNATURE DATE

**CCO #004**

ICS Consulting, Inc.  
 3890 Pheasant Ridge Drive N.E., Suite 180  
 Blaine, Minnesota 55449  
 Phone: (763) 354-2670  
 Fax: (763) 780-2866

**Project:** S180064 - RDLs - ISD #280, Richfield Dual Language School  
 7001 Elliot Avenue South  
 Richfield, Minnesota 55423

## Contract Change Order #004: L.S. Black CO 004

<b>CONTRACT COMPANY:</b>	<b>L.S. Black Constructors, Inc.</b> 1959 Sloan Place, Suite 140 St. Paul, Minnesota 55117	<b>CONTRACT FOR:</b>	SC-S180064 - RDLs -001:L.S. Black Single Prime Contract
<b>DATE CREATED:</b>	6/14/2019	<b>CREATED BY:</b>	Raeann Wynn (ICS Consulting, Inc. - Blaine, MN)
<b>CONTRACT STATUS:</b>	Pending - Proceeding	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>		<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>		<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>		<b>CHANGE REASON:</b>	Client Request   Design Development
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	(\$10,709.52)

**DESCRIPTION:**

A Value Engineering item which provided cost savings was accepted to eliminate the single air conditioning unit for the office and cool the office area with the chilled water system that serves the rest of the building. Another deduct is related to items originally noted to be demoed by the General Contractor are now to be demoed by the Owner Direct abatement contractor. A portion of the cost is related to additional concrete slab saw-cutting not initially shown on the demo plans.

CE #002 - PR #002 - Omit CU-5 V.E. (\$15,753.00)  
 PR #002 - Omit CU-5 V.E.

CE #009 - PR #007 - Abatement Demolition (\$2,154.27)  
 PR #007 - Abatement Demolition

CE #010 - PR #008 - Slab-on-Grade Saw-cutting \$7,197.75  
 PR #008 - Slab-on-Grade Saw-cutting

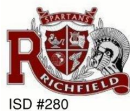
**ATTACHMENTS:**

[CE 010 - PR 008 - Slab-on-Grade Sawcutting.pdf](#) [CE 009 - PR 007 - Abatement Demolition.pdf](#) [CE 002 - PR 002 - CU-5 VE.pdf](#)

**CHANGE ORDER LINE ITEMS:**

The original (Contract Sum)	\$ 9,048,000.00
Net change by previously authorized Change Orders	(\$120,057.17)
The contract sum prior to this Change Order was	\$ 8,927,942.83
The contract sum would be changed by this Change Order in the amount of	(\$10,709.52)
The new contract sum including this Change Order will be	\$ 8,917,233.31
The contract time will not be changed by this Change Order by 0 days	





**CCO #004**

**L.S. Black Constructors, Inc.**  
1959 Sloan Place, Suite 140  
St. Paul Minnesota 55117

**Wold Architects & Engineers**  
332 Minnesota Street STE W2000  
Saint Paul Minnesota 55101

**Independent School District #280**  
7001 Harriet Avenue S.  
Richfield Minnesota 55423

*William Zebro* 6/18/2019  
\_\_\_\_\_  
SIGNATURE DATE

*[Signature]* 6/18/2019  
\_\_\_\_\_  
SIGNATURE DATE

*[Signature]* 6/18/2019  
\_\_\_\_\_  
SIGNATURE DATE

**OLD BUSINESS – FOR ACTION**

**Agenda Item V.D.**

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

**Regular Meeting, July 15, 2019**

**SUBJECT: Authorization for Lease Agreement and Relocation of Richfield College Experience Program**

(Recommended by the Superintendent)

That the Board of Education approves the attached lease agreement with Hope Presbyterian Church of Richfield.

**Background Information**

(Prepared by Craig Holje)

The District has received notification that due to construction and expansion of programs at Normandale Community College, the Richfield College Experience Program (RCEP) would be required to be relocated in the near future. The District has been in negotiations with Hope Presbyterian Church of Richfield to lease seven classrooms, a courtyard room as well as restroom facilities in the section of their building that was previously Portland Elementary School which had been sold by the District to Hope Presbyterian Church, Inc. in 1984.

The District and Hope Church have negotiated the attached lease agreement based on legal review as well as internal discussions regarding viability of the space for RCEP programming.



This LEASE, made and entered into the 21<sup>st</sup> day of May, 2019 by and between Hope Presbyterian Church of Richfield, a Minnesota nonprofit corporation (hereinafter called "Landlord "), and Richfield Public Schools, a Minnesota Independent School District (hereinafter called "Tenant ").

Basic Lease Terms	
Landlord	Hope Presbyterian Church of Richfield
Legal Entity	A Minnesota nonprofit corporation
Tenant	Richfield Public Schools
Legal Entity	Minnesota Independent School District 280
Leased Premises	School building at 7132 Portland Avenue South, Richfield, MN 55423
Rentable Square Footage	11,191 square feet consisting of seven Classrooms, two rest rooms, and one community room
Term	Three (3) years
Commencement Date	July 1, 2019
Termination Date	June 30, 2022
Rent	\$15.00 per square foot gross rent
Annual Rent Increases	2.5%
Payment	Base Rent, as specified above, shall be payable in twelve (12) equal monthly installments by the fifth (5th) day of each month.
Use	Public School grades 9 through 12 and related administrative purposes.
Parking	School to use the north parking lot for its students, staff and visitors
Landlord's Address for Notices	Keith Koenig Hope Church 7132 Portland Ave S



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

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

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

**ARTICLE 2. Purpose and Use.**

The Tenant represents that the Leased Premises shall be used by the Tenant for educational and related purposes in connection with the operation of a public school for grades 9 through 12 and related administrative and extracurricular uses, subject to certain shared use rights granted to



Landlord with respect to portions of the Leased Premises, as further described in Article 9 of this Lease. The Leased Premises shall be used and occupied by Tenant so as not to contravene any present or future laws in force or reasonable requirement of insurance carriers. All laws, regulations and School Board Policies that apply to Tenant will govern the Tenant's operations within the Leased Premises.

### **ARTICLE 3. Lease Term.**

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

### **ARTICLE 4. Rent.**

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

### **ARTICLE 5. Alterations.**

Tenant shall not, without the prior written consent of Landlord make alterations, improvements or additions to the Leased Premises ("Tenant's Alterations"). Landlord's consent of Tenant's Alterations shall be conditioned on the following: that Tenant furnishes Landlord a copy of the plans and specifications for the improvements, which are satisfactory to Landlord, in Landlord's discretion; that such alterations, improvements or additions are made in accordance with the required local ordinances and public authorities having jurisdiction thereof; that the value of the property shall not be diminished thereby; that the Tenant shall bear the cost of the same; that Tenant demonstrates to Landlord, in Landlord's discretion that Tenant has adequate resources available to pay the entire cost of Tenant's Improvements; and that Tenant shall not allow mechanic's liens to exist. Tenant shall be solely responsible for the maintenance and repair of such Tenant's Alterations at Tenant's expense during the term of the Lease and any and all such alterations, physical additions or improvements, when made to the Leased Premises by Tenant, shall remain the property of the Tenant so long as this Lease is in force and effect, but shall be surrendered to the Landlord upon the termination of this Lease Agreement by lapse of time or otherwise; provided, however, that this clause shall not apply to equipment, furniture, or trade fixtures installed by Tenant. Provided further, upon termination, that Landlord in Landlord's sole discretion may require Tenant to remove any Tenant Alterations and restore the Leased Premises to the condition of the Leased Premises at the commencement of the Lease Term of this Lease under Article 3, and pay all costs and expenses and reimburse Landlord for any damages caused by



the installation or removal of any of Tenant Alterations. Any and all equipment, furniture, or trade fixtures installed by Tenant shall be and remain the property of the Tenant, and the Tenant may at any time remove any and all equipment, furniture, and trade fixtures installed by it on the Leased Premises, provided Tenant pays all costs and expenses and reimburses Landlord for any damages caused by the installation or removal of any of Tenant's equipment.

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

#### **ARTICLE 6. Landlord's Improvements.**

Landlord will, at Landlord's expense, complete the improvements to the Premises described in Exhibit C in a timely manner subject to delays beyond the Landlord's control. Landlord will use commercially reasonable efforts to complete the work on Exhibit C on or before July 1, 2019, subject to delays beyond the Landlord's control.

#### **ARTICLE 7. Obligations of Landlord.**

Landlord covenants and agrees with Tenant:

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



systems to include heating and air conditioning. Repair and maintenance may be reimbursed to Landlord as described in Basic Operating Expenses in the Lease.

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

#### **ARTICLE 8. Obligations of Tenant.**

Tenant covenants and agrees with Landlord:

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



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

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





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

#### **ARTICLE 9. Use of the Leased Premises by Landlord.**

Landlord shall have the right to use and shall have use of portions of the Leased Premises for church related purposes during the Lease Term and any Renewal Term in accordance with the Joint Use Agreement attached hereto as Exhibit E and incorporated herein by reference..

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

#### **ARTICLE 10. Insurance.**

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



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

#### **ARTICLE 11. Subordination To Mortgages.**

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

#### **ARTICLE 12. Casualty Loss.**

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

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



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

#### **ARTICLE 13. Eminent Domain.**

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

#### **ARTICLE 14. Signs.**

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

#### **ARTICLE 15. Security.**

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

#### **ARTICLE 16. Liability/Indemnification.**

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



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

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

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

#### **ARTICLE 17. Default.**

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



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

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



**ARTICLE 18. Holding Over.**

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

**ARTICLE 19. Assignment/Attornment and Novation.**

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

**ARTICLE 20. Environmental Covenants.**

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



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

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

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

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



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

**ARTICLE 21. Corporate Authority.**

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

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

**ARTICLE 22. Notice.**

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

**ARTICLE 23. Waiver.**

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

**ARTICLE 24. Amendment Or Modifications.**

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

**ARTICLE 25. Complete Agreement.**

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

**ARTICLE 26. Force Majeure.**

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





**ARTICLE 27. Miscellaneous.**

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

**ARTICLE 28. Contingencies.**

Notwithstanding any other provisions of this Lease, the parties expressly agree that the obligations of this Lease are contingent upon all of the following, which shall be satisfied or waived on or before May 21, 2019:

- A. The Richfield Public School Board approves Lease.
- B. Approval of Landlord's corporate members and board approving the Lease substantially in the form as set forth herein and further, authorizing and directing the Director of Facilities and Administration to execute the Lease on behalf of the Landlord.

Landlord and Tenant agree that either party shall notify the other on or before May 21, 2019 if the conditions described in Article 28 above have not been satisfied. The lack of any notice by such date will be deemed to be a conclusive statement by Landlord or Tenant, as applicable, that such condition has been satisfied.

**ARTICLE 29. Security and Deposit.**

None

[CONTINUED WITH SIGNATURES ON THE NEXT PAGE]





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

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



**EXHIBIT A**

**LEASED PREMISES**

Per attached site plan



**EXHIBIT B**

**BUILDING RULES AND REGULATIONS**

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



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

**EXHIBIT C****LANDLORD'S IMPROVEMENTS**

Provide security key cards for staff and students

**EXHIBIT D****LANDLORD'S PERSONAL PROPERTY USED BY TENANT**

None.



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

WHEREAS, Hope Presbyterian Church of Richfield, a Minnesota nonprofit corporation (the "Landlord") as Landlord and RICHFIELD PUBLIC SCHOOLS (the "Tenant") as Tenant entered into a Lease, dated the 21<sup>st</sup> day of May, 2019 (the "Lease") for a portion of the school building located at 7132 Portland Avenue S. Richfield, Minnesota (the "Leased Premises").

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

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

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

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

**AGREEMENT**

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

**1) JOINT USE OF CLASSROOMS**

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

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



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

## 2) JOINT USE OF GYM

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

## 3) GENERAL GUIDELINES

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

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

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

## 4) JOINT USE OF PARKING AREAS

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

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

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

## 5) GENERAL JOINT USE PROVISIONS

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

### MASTER CALENDAR

Hope Church-- IDENTIFIED USES FOR THE LEASE TERM:

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



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

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

TENANT – IDENTIFIED USES FOR THE LEASE TERM:

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

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

[Signatures to Joint Use Agreement]

In Testimony whereof, the parties have entered into, are bound by and have executed this Joint Use Agreement on the 21<sup>st</sup> day of May, 2019.

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

**EXHIBIT F**  
**PARKING**

Per attached site plan

Parking Lot (north of school building)

Landlord Space: Subject to Joint Use Agreement

Building Access Points and Common Area

Leased Space: Subject to Joint Use Agreement

Leased Space



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

**Regular Meeting, July 15, 2019**

**SUBJECT: MEAL PRICES FOR 2019-20**

(Recommended by the Superintendent)

That the School Board approves the 2019-2020 increase in school lunch and maintain a free breakfast program for all students.

**Background Information**

Based on "The Healthy Hunger Free Kids Reauthorization Act" districts are required to charge lunch prices to ensure equity in school lunch pricing. The United States Department of Agriculture (USDA) has provided a formula to calculate our median lunch price. The calculation indicated Richfield Schools, for the 2019-2020 school year, should charge an average of \$2.96 for student paid lunches, which would result in an approximate \$.10 increase in lunch prices. Districts may limit any annual increase to \$.10 in transition to new price requirements by rounding down. Breakfast prices remain free based on a decision in November 2014, to invest in serving Universal Free Breakfast to all students regardless of their household eligibility.

**2018-2019 Meal Prices**

Grade	<u>K-5</u>	<u>6-12</u>	<u>Adult</u>	<u>Milk</u>
Lunch Price	\$2.60	\$2.85	\$3.85	\$.60
Breakfast Price	\$0.00	\$0.00	\$2.10	\$.60

**2019-2020 Proposed Rates**

Grade	<u>K-5</u>	<u>6-12</u>	<u>Adult</u>	<u>Milk</u>
Lunch Price	<b>\$2.70</b>	<b>\$2.95</b>	<b>\$3.95</b>	\$.60
Breakfast Price	\$0.00	\$0.00	<b>\$2.20</b>	\$.60

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

**Regular Meeting, July 15, 2019**

**Subject: Richfield Public Schools Brand Approval**

(Recommended by the Superintendent)

That the Board of Education approves the proposed official brand messages and associated logo designs for district implementation.

**Background Information**

The administration has partnered with CEL Marketing, PR & Design to conduct a thorough brand messaging and design process in an effort to provide clear communication and organizational commitment regarding the assets and characteristics of the Richfield Public Schools. The process has included various points of engagement including surveys, stakeholder and focus groups sessions, online surveys, webinars and additional meetings to ensure accuracy and alignment of the brand messages as well as visual representation of the organization.

At each stage of the process, the branding team listened and incorporated feedback with a goal of honoring all points of view, finding commonality and unifying the brand to result in a final recommendation. The administration and CEL will present an overview of the process as well as highlight and explain the resulting recommendations as well as plans for implementation.



**RICHFIELD**  
**PUBLIC SCHOOLS**

**SCHOOL BOARD  
BRAND REVIEW**

07.15.19



A cluster of colorful, hand-drawn geometric shapes in the top right corner, including a yellow circle, an orange diamond, a teal diamond, a dark blue diamond, and a green diamond, all overlapping each other.

## MESSAGING

### ***Enriching and accelerating learning***

#### **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

A cluster of white, hand-drawn geometric shapes in the bottom left corner, including several overlapping diamonds and hexagons.

## MISSION

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

## CORE VALUES

**Caring, respect, honesty, and responsibility**

BRAND MOCKUP



## DISTRICT BRAND



## SCHOOL BRANDS (SUB-BRANDS)





# Primary Typography

Chosen for its legibility and versatility, the **Brandon Text** font exemplifies our brand. **TW Cen MT Std** font can be used as a Microsoft alternative (Microsoft Word), visual presentation programs (PowerPoint) and emails. Google font **Lato** can be used in web applications.

## Primary

Brandon Text - Thin

Brandon Text - Light

Brandon Text - Regular

*Brandon Text - Regular Italic*

Brandon Text - Medium

Brandon Text - Bold

Brandon Text - Black

## Microsoft

TW Cen MT Std - Light

TW Cen MT Std - Regular

*TW Cen MT Std - Regular Italic*

TW Cen MT Std - Semi Medium

**TW Cen MT Std - Bold**

**TW Cen MT Std - Extra Bold**

## Web Font

Lato - Thin

Lato - Light

Lato - Regular

*Lato - Regular Italic*

Lato - Bold

Lato - Black

## Example

**RICHFIELD**  
**PUBLIC SCHOOLS**

Brandon Text - Black  
Kerning: +100



**RICHFIELD**  
**HIGH SCHOOL**



**RICHFIELD**  
**MIDDLE SCHOOL**



**RICHFIELD**  
**SHERIDAN HILLS  
ELEMENTARY**

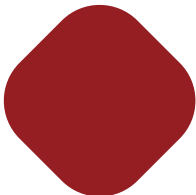
Brandon Text - Black  
Kerning: +100  
(All Sub-brands)

**Apparel Font 2nd  
Option for "Richfield"**

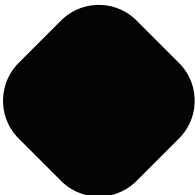
**RICHFIELD**  
ROCKWELL BOLD, Kerning: +175

COLOR PALETTE

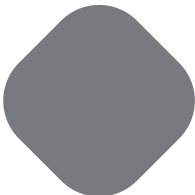
Primary colors



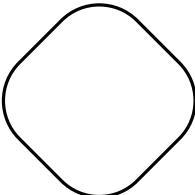
942121  
(Richfield Red)



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(100% black)

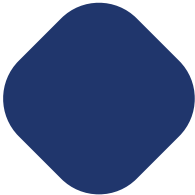


797a7d  
(Helmet Grey)

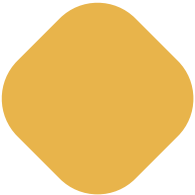


FFFFFF  
(100% white)

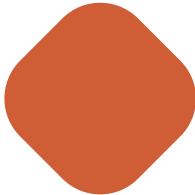
Secondary colors



20356b



e9b44c



cf5c37



4fa2a7



78af61



WEBSITE SAMPLE



SPARTANS MASCOT



SPARTANS TYPE  
& LAYOUTS

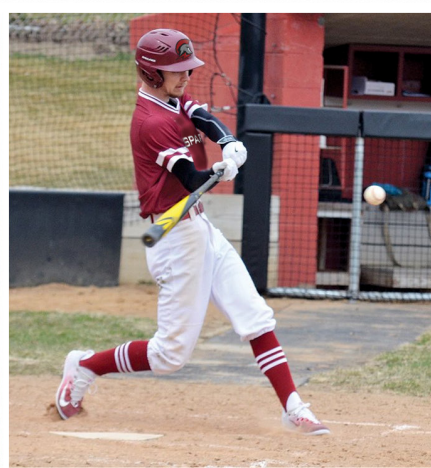


SPARTANS  
1-COLOR





ATHLETIC  
JERSEYS







**THANK YOU**

*From*





# 2019

## LEGISLATIVE SUMMARY



STATE of MINNESOTA

### Proclamation

#### PROCLAMATION FOR SPECIAL SESSION 2019

- WHEREAS: The Ninety-First Legislature adjourned its 2019 regular session without enacting legislation critical to the health, well-being, and safety of the citizens of Minnesota; and
- WHEREAS: The unfinished matters of the Legislature include laws essential to balancing the state budget; and
- WHEREAS: The Minnesota Constitution allows the Governor to call a special session of the Legislature on extraordinary occasions; and
- WHEREAS: An extraordinary occasion, as envisioned by the Minnesota Constitution, has arisen; and
- WHEREAS: The people of Minnesota would be best served by a prompt conclusion of legislative business and avoidance of a government shutdown; and
- WHEREAS: The Governor and elected legislative leaders have reached an agreement on an agenda and procedure to complete a special session in the shortest time possible.

NOW, THEREFORE, I, TIM WALZ, Governor of Minnesota, by the authority vested in me by Article IV, Section 12 of the Minnesota Constitution and Section 4.03 of the Minnesota Statutes, summon the members of the Legislature to convene in Special Session on Friday, May 24, 2019 at 10:00 a.m. at the State Capitol in Saint Paul, Minnesota.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the State Capitol on Thursday, May 23, 2019.

*Tim Walz*  
GOVERNOR

*Peter Pinnau*  
SECRETARY OF STATE



**MINNESOTA  
SCHOOL BOARDS  
ASSOCIATION**

*Where School Boards Learn to Lead*



# 2019 Legislative Summary

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*Indicates significant MSBA advocacy effort*

## 2019 E-12 Education Budget

	FY 20	FY 21	FY20-21	FY 21-22
<b>TOTAL EDUCATION BUDGET DOLLARS</b>	\$ 188,831	366,297	543,000	720,000
<b>LEADERSHIP AGREEMENT</b>				
2% and 2% Formula Allowance Increase	\$ 123,631	265,184	388,815	561,210
Special Education - Funding Increase and Reform	\$ 25,440	65,251	90,691	142,191
Voluntary PreK (maintain existing slots )	\$ 19,095	27,691	46,786	2,811
School Safety (contingent)			30,000	
Tribal Contract Schools	\$ 1,450	1,984	3,434	4,620
MDE Operating Increases and Legal Costs (see detail below)	\$ 6,365	480	7,325	4,472
<b>ADDITIONAL ITEMS BY CONFERENCE COMMITTEE</b>				
Education Partnership Program - Tier 2 Implementing Grants	\$ 770	770	1,540	
Teachers of Color - Mentoring and Retention Incentive Grants	\$ 750	750	1,500	1,492
P-TECH School Grants	\$ 500	500	1,000	1,582
Certificate Incentive Grant	\$ 860		860	
College Savings Account Pilot Program (St. Paul)	\$ 250	250	500	
Suicide Prevention Training for Teachers Grant	\$ 265		265	
MN Center for the Book	\$ 125	125	250	
High School Equivalency Tests	\$ 120	120	240	
MN Council on Economic Education	\$ 117	118	235	
Online Access to Music Education Grant (MacPhail Center for Music)	\$ 100	100	200	
Civic Education Grants	\$ 75	75	150	
Construction and Skilled Trades Counseling & Report	\$ 125	25	150	
Reach Out & Read MN	\$ 75	75	150	
Sparsity Revenue for Karlstad Elementary	\$ 67	80	147	8
Early Middle College Program	\$ 64	72	136	7
Pregnant and Parenting Teens Pupil Transportation	\$ 56	56	112	111
Collaborative Urban Educator Grants	\$ 99		99	
Race 2 Reduce Grant	\$ 50		50	
PSEO for 10th Grade Nonpublic Pupils	\$ 10	10	20	20
<b>TRANSFERS</b>				
Northwest Regional Partnership	\$ 1,000		1,000	
Statewide Concurrent Enrollment Teacher Training Program	\$ 400		400	
Singing Based Pilot Program	\$ 230		230	
Starbase MN	\$ 1,350		1,350	
<b>MDE / PERPICH / STATE ACADEMIES</b>				
Litigation - Cruz Guzman	\$ 4,700		4,700	
Operating Adjustment	\$ 1,265	-	2,934	3,338
Mainframe	\$ 400	480	880	960
State Academies - Operating Adjustment	\$ 515	550	1,065	1,100
Perpich - Crosswinds Severance Payments	\$ 80		80	
Perpich - Operating Adjustment	\$ 210	275	485	550

\*\*In thousands



## Executive Summary

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Dear School Board Members and Superintendents,

The 2019 MSBA Legislative Summary is a comprehensive guide to the actions impacting E-12 education during the first regular session and first special session of the 91st Minnesota Legislature. The first special session was held May 24th and 25th to pass most of the state budget bills (including education) following an agreement between the Governor, the Speaker of the House, and the Majority Leader of the Senate.

New in this year's Legislative Summary is a section titled, "MSBA Position," which informs our membership of our position and action taken on a particular bill. Another new feature outlines the "Impact on School Board Policies."

For many years, school board members have advocated for more local control and additional flexibility to make decisions that are best for all students. The MSBA Government Relations team, school board members and superintendents frequently wrote emails, spoke to legislators and testified in committee hearings on issues important for the effective and efficient management of our school districts to ensure equity and adequacy for ALL our students.

While Minnesota is the only divided legislature in the country, education funding brought support from both parties in order to provide over one-half of a billion dollars of new money for education. This new investment brought the following key wins that benefit all districts:

- Two percent formula increase each year (\$126 per pupil and an additional \$129, respectively)
- Largest investment to-date, to freeze the growth in the special education cross-subsidy
- Voluntary Pre-K extension for two years
- Few controversial policy provisions
- One-time funding for safe schools (contingent on the FY19 closing balance)
- More statewide funding, less funding through grants

While the E-12 public education portion of the budget did fare well in comparison to other state budget areas, more work still needs to be done in the second year of the biennium.

The release of this publication comes at a time when school boards have finalized budgets and analyzed the impact on districts. School boards are now well positioned to prioritize issues for the 2020 Legislature. MSBA will continue to advocate on your behalf. We can't do this alone. As MSBA's Government Relations team travels throughout Minnesota on its Fall Advocacy Tour, we look forward to hearing great ideas from members to help our public schools and the students they serve. These ideas are the springboard for Delegate Assembly resolutions and legislative platforms.

Thank you for your advocacy on behalf of our 850,000 public school students. Our Government Relations staff does an outstanding job representing our 333 public school boards, but your voice and input from the field make us even stronger.

Sincerely,

A handwritten signature in black ink, which appears to read 'Kirk Schneider'.

## 2019 Budget Summary

The 2019 Legislative Session began on January 8 with a \$1.05 billion budget surplus. The next five months were spent in committee meetings, testifying, debating, amending, and eventually assembling omnibus spending and policy bills.

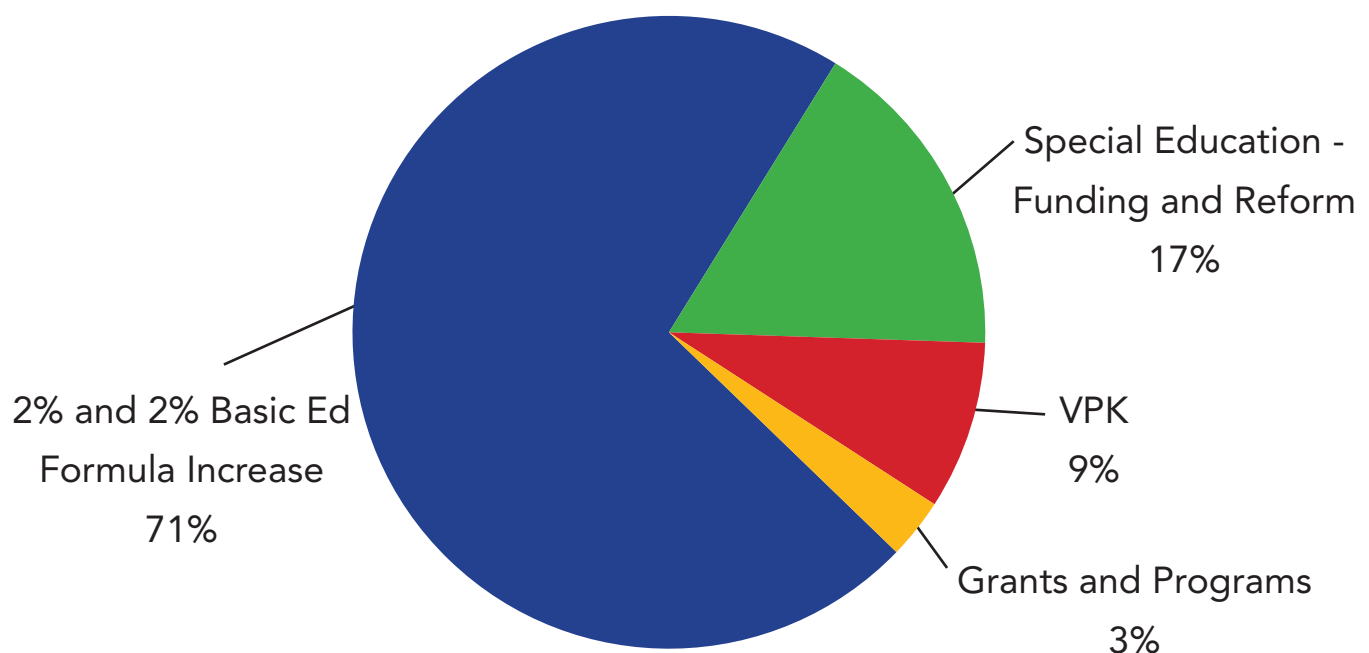
Last year's election ushered in a fresh political landscape with a new Governor, a former teacher; a new Democratic majority in the House, predominately suburban females; and a Republican majority in the Senate, with only a two-vote margin. All were committed to "working together to make divided government" work and to "increase transparency and timeliness" of the new session.

Once again, everyone agreed on accelerated deadlines to ensure completing the legislative session on time. As the session ended, a global target for education and other parts of the state budget seemed elusive. Finally, the education conference committee was handed a \$543 million spending target – much less than the House (\$900 million), while much larger than the Senate (\$211 million).

In a final effort to end the session on time, the Speaker, Majority Leader, and Governor met with conference committee chairs and took control of the bills, providing the chairs with priorities and guidelines. Nevertheless, in the final hours of the 2019 session, it was clear the work would not be completed on time. Only the Higher Education Omnibus bill passed during regular session. After four days of "working groups" for lawmakers to complete bills; all omnibus bills passed during a one-day Special Session. One week later, all the budget bills (13) were signed into law by Governor Walz.

The following is a breakdown of the education budget. Almost three-fourths of the spending target was dedicated to the basic education formula increase, with special education as the next biggest spending item. Together, they account for 88 percent of the entire education budget.

## 2020-21 Education Budget



# First Special Session, Education Omnibus Bill (HF 1)

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## Leadership Agreement Items

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### **2% and 2% basic formula increase - \$388,815,000**

Increases to the general education basic formula of \$126 per pupil the first year of the biennium and \$129 per pupil the second year. This increases the basic formula allowance from \$6,312 per pupil in fiscal year 2019 to \$6,438 per pupil in fiscal year 2020 and to \$6,567 per pupil for fiscal years 2021 and later. See district runs in Appendix.

#### **MSBA Position:**

MSBA and school board members testified in support of a 3% increase to the general education formula for each year of the biennium. This policy provision was a top legislative platform priority. MSBA does have a Legislative Policy (1.002) on this issue.

#### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.



### **Special education aid - \$90,691,000**

Increases the special education aid by the amount needed to hold the state average cross-subsidy per pupil (\$820) constant at the fiscal year 2019 level. See district runs in Appendix.



### **Special education formula reform (*See insert on special education on page 28*)**

Beginning in fiscal year 2020, the following special education formula changes will take effect:

- Creates a new category of special education aid called cross-subsidy reduction aid, and includes cross-subsidy aid in the definition of special education aid,
- Phases out the special education aid cap,
- Reduces the tuition billing rate or “billback” paid by the resident school district for open enrolled special education students served by another district or charter school, and
- Adjusts the hold harmless to reduce the reliance on the fiscal year 2016 base and factors in current year costs.

#### **MSBA Position:**

MSBA testified on multiple bills in support of increasing special education funding, reforming the special education funding formula and special education paperwork mandate reduction. MSBA worked with legislators in both the House and Senate to author bills on each of these provisions. MSBA does have Resolutions on these issues (1.024 - Formula, 1.027 - Paperwork, 1.029 - Reduce Cross Subsidy).

#### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.





### **Voluntary Prekindergarten / School Readiness Plus - \$46,786,000**

Extends funding for two years the 4,000 seats set to expire after fiscal year 2019 for two years only. See appendix for district runs.

#### **MSBA Position:**

MSBA did testify in support of this bill. MSBA does have related Legislative Policies on this issue.

#### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.



### **School safety supplemental aid - contingent, up to \$30,000,000**

Makes a one-time appropriation of up to \$30 million, contingent on the balance projected at the close of the 2019 legislative session. If the balance exceeds \$63 million, \$30 million is distributed to school districts and charter schools on a per pupil basis. If the balance is more than \$33 million, but less than \$63 million, the amount over \$33 million is distributed on a per pupil basis. If the full \$30 million is appropriated, approximately \$34 per student is distributed after October 1, 2019, on a schedule to be determined by the Commissioner of Education. Districts must reserve the aid and use it for the same purposes as the safe schools levy.

#### **MSBA Position:**

MSBA testified on several bills to continue or provide school safety grants for schools. MSBA does have a Legislative Policy (1.075) on this issue and another relating to last year's grant (1.068).

#### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.

### **Tribal contract school aid - \$3,434,000**

Increases the tribal contract aid amount for fiscal years 2020 and later. Converts \$3,230 per pupil to 51.17 percent of the basic formula allowance (this links future amounts to increases in the basic formula allowance).

### **Minnesota Department of Education (MDE) operating increase - \$8,514,000**

Provides funds to MDE for:

- litigation fees that relate to the Cruz-Guzman case,
- operating adjustment for department increases, and
- funds to maintain the state's mainframe computer and the associated applications.

## Finance Items Determined by Conference Committee

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### **Education Partnership Program – Tier 2 implementing grants - \$1,540,000**

Grants to the Northfield Healthy Community Initiative in Northfield; the Jones Family Foundation for Every Hand Joined program in Red Wing; the United Way of Central Minnesota for the Partners for Student Success program; for Austin Aspires and for the Rochester Area Foundation for the Cradle to Career program. New reporting required: collect and utilize data to improve student outcomes, sharing disaggregated performance data, employing continuous improvement processes, and demonstrating an ability to leverage non-state funds.

### **P-TECH school grants - \$1,000,000**

Establishes P-TECH schools as a public-private partnership to prepare students for high-skill jobs of the future in growth industries. Establishes P-TECH objectives, application and approval process, and grant awards. Allows an eligible district to receive concurrent enrollment aid for a student enrolled in a P-TECH school.

### **Northwest Regional Partnership - \$1,000,000**

A grant to the Lakes Country Service Cooperative to operate a continuing education program to support concurrent enrollment.

#### **MSBA Position:**

MSBA has testified in support this bill. MSBA does have a similar Legislative Policy (3.004) on this issue.

#### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.

### **St. Paul college savings account pilot program - \$500,000**

A matching grant to the city of St. Paul to establish a pilot program that creates a college savings account for every child born to a resident of the city of St. Paul during the time period for which funds are available, and requires an analysis of potential establishment of a statewide program or program duplication by other cities.

### **Suicide prevention training for teachers grant - \$265,000**

A grant to a nationally recognized provider of evidence-based online training on suicide prevention and engagement of students experiencing mental distress.

### **Minnesota Center for the Book - \$250,000**

A grant to the entity designated by the Library of Congress as the Minnesota Center for the Book to provide statewide programming related to the Minnesota Book Awards and for additional programming throughout the state related to the Center for the Book designation.

## **Minnesota Council on Economic Education - \$235,000**

This grant is to be used to provide professional development to Minnesota's kindergarten through grade 12 teachers implementing state graduation standards in learning areas related to economic education; and support the direct-to-student ancillary economic and personal finance programs that Minnesota teachers supervise and coach.

### **MSBA Position:**

MSBA did testify in support of this bill as the preferred approach to improving financial literacy education. MSBA does not have a Legislative Policy on this issue.

### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.

## **MacPhail Center for Music - \$200,000**

This grant is for the MacPhail Center for Music to broaden access to music education in rural Minnesota. The program must supplement and enhance an existing program and may provide individual instruction, sectional ensembles, other group activities, workshops, and early childhood music activities. The MacPhail Center must design its program in consultation with music educators who teach in rural Minnesota.

## **Civic education grants - \$150,000**

This grant is for the Minnesota Civic Education Coalition, Minnesota Civic Youth, Learning Law and Democracy Foundation, and YMCA Youth in Government to provide civics education programs for Minnesota youth ages 18 and younger.

### **MSBA Position:**

MSBA did testify in support of this bill as the preferred approach to improving civics education. MSBA does have a Legislative Policy (4.010) on this issue.

### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.

## **Reach Out and Read Minnesota - \$150,000**

A grant to support Reach Out and Read Minnesota to expand a program that encourages early childhood development through a network of health care clinics, and for the purchase of culturally and developmentally appropriate books to sustain and expand the program in partnership with health clinics statewide.

## **High school equivalency tests - \$240,000**

Requires the Commissioner to pay the full fee for a high school equivalency test, rather than only 60 percent of the fee, for fiscal years 2020 and 2021.



### **Pregnant and parenting teens transportation - \$112,000**

Expands the definition of regular transportation aid to include the transportation of “pregnant and parenting pupils” to and from a school program that provides academic instruction, at least four hours of parenting training a week, and high-quality childcare on site with the capacity to serve all children of enrolled pupils.

- Adds a second cost component to the pupil transportation adjustment aid to account for a school district’s categorical revenue for transporting a pregnant or parenting pupil to and from a qualifying school site.
- Requires the program to have been established prior to January 1, 2018, or to be in operation on or after July 1, 2021.

#### **MSBA Position:**

MSBA testified in support of this bill, as it believed eliminating barriers for pregnant and parenting teens was important to increase graduation rates. MSBA does have a Legislative Policy (1.026) on this issue.

#### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.



### **Collaborative Urban and Greater Minnesota Educators of Color grant program - \$99,000**

- Requires Public Educators Licensing Standards Board (PELSB) to award competitive grants to increase the number of teacher candidates who are of color or American Indian and meet the requirements for a Tier 3 license.
- Requires a recipient to report to the legislature and the Board on the use of funds and outcomes. Requires Board to report to the public a summary of activities, outcomes, and sharing of effective practices.

#### **MSBA Position:**

MSBA did testify in support of the Teachers of Color Act and increasing the number of teachers of color and American Indian teachers. MSBA does have a Legislative Policy (3.007) on this issue.

#### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.



### **Teachers of Color – mentoring and retention incentive grants - \$1,500,000**

Ongoing funding to encourage school districts to develop mentoring programs for teachers who are American Indian or in a license shortage area.

#### **MSBA Position:**

MSBA testified on several occasions to support initiatives to increase the number of teachers of color and American Indian teachers in classrooms. MSBA does have a Legislative Policy (3.007) on this issue..

#### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.

## **Race 2 Reduce - \$50,000**

Grants to support Race 2 Reduce water conservation programming in Minnesota schools:

- \$10,000 is for H2O for Life to provide project management and support, Minnesota Green Corps member hosting, curriculum development and classroom instruction assistance, school outreach, and community volunteer training.
- \$30,000 is for Independent School District No. 624, White Bear Lake, for Race 2 Reduce curriculum development, teacher in-service training, service-learning activities, and community public awareness events.
- \$10,000 is for competitive grants to schools to implement the water conservation curriculum and co-develop the central platform. Minnesota school districts and charter schools may apply to the Commissioner in the form and manner determined by the Commissioner of Education.

## **Post-Secondary Education Option (PSEO) nonpublic students - \$20,000**

Authorizes nonpublic students in 10th grade to participate in PSEO career and technical education courses.

## **E-12 Policy Provisions**

---

### **School board control of extracurricular activities to align with Government Accounting Standards Board (GASB) 84 & 87**

Aligns school board responsibility for extracurricular activities to GASB requirements 84 and 87.

- Requires a school board to take charge of and control all extracurricular activities.
- Requires a school district to reserve revenue raised for extracurricular activities and spend the revenue only for extracurricular activities.

School boards will need to review each student activity account not under board control to determine whether the activity belongs under a district's general fund or should not be a part of the district's financial system, (i.e.: outside organizations such as Booster Clubs). Effective July 1, 2019.

#### **MSBA Position:**

MSBA did testify on this bill as a provision necessary to align Minnesota statute with new Government Accounting Standards Board requirements. MSBA does not have a Legislative Policy on this issue.

#### **Impact on School Board Policies:**

MSBA has a model policy (713) on this issue.

### **English learner; Early Middle College program**

Allows an early middle college program to serve an English learner with an interrupted formal education who is not yet 22 years old, for fiscal years 2020 and 2021.

## **Simplification of local optional revenue (LOR)**

Modifies local optional revenue so that the revenue no longer needs to be factored into a district's referendum revenue. Transfers \$300 per pupil unit of referendum revenue to LOR. Keeps the revenue and equalization levels the same. Conforms equity revenue, referendum allowance, referendum allowance limit, referendum equalization levy and aid to the realignment of local optional revenue.

### **MSBA Position:**

MSBA did testify in support of this bill to increase the simplification of accessing LOR. MSBA does not have a Legislative Policy on this issue.

### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies. However, there is a Model Resolution in the MSBA Service Manual, Chapter 13D, attachment H, that may be eliminated.

## **Civics**

Encourages a school district to offer a civics course for credit to 11th and 12th grade students.

### **MSBA Position:**

MSBA testified in opposition to the original bill, which required a civics class in 11th or 12th grade as a requirement for graduation. MSBA's position is a requirement would reduce the number of electives a student could take, as well as the policy went against local control.

MSBA does have a Legislative Policy (4.010) asking the legislature to eliminate the civics test requirement.

### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.

## **Dyslexia screening**

Requires a school district to screen for characteristics of dyslexia, in a locally determined manner, students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2.

Requires a district to screen students for characteristics of dyslexia, in a locally determined manner, in grade 3 or higher, who demonstrate a reading difficulty, unless a different reason for the reading difficulty has been identified.

### **MSBA Position:**

MSBA negotiated language with the House bill author and other education stakeholders. As a result, language was changed from requiring screening of all students. Negotiated language also allows districts to determine the way screening is done rather than a prescribed or required method. MSBA does not have a Legislative Policy on this issue.

### **Impact on School Board Policies:**

MSBA has a model policy (601) on this issue.

## **Dyslexia teacher training**

Requires a teacher preparation program for elementary education teachers to include scientifically-based or evidence-based, structured reading instruction.

Requires programs preparing elementary education, early childhood education, special education, and reading intervention teachers to include instruction on dyslexia. The instruction on dyslexia must address:

- the nature and symptoms of dyslexia;
- resources available for students who show characteristics of dyslexia;
- evidence-based instructional strategies for students who show characteristics of dyslexia; and
- outcomes of intervention and lack of intervention for students who show characteristics of dyslexia.

## **Statewide testing**

- Requires the Commissioner to establish a testing period as late as possible each school year for schools to administer the Minnesota Comprehensive Assessments to students.
- Removes the requirement that the Commissioner establish empirically derived benchmarks on adaptive assessments in grades 3 through 8.
- States that Minnesota's growth measure compares a student's achievement scores over time and removes references to value-added growth measures, School Performance Reports and public reporting. Strikes the references to low, medium, and high growth.
- Defines medium growth and high growth for purposes of the literacy incentive aid program.

## **Post-Secondary Education Option (PSEO)**

- Requires a school district to notify a student of PSEO opportunities by the earlier of (1) at least three weeks before the student must register for district courses or (2) March 1 of each year.
- Requires a post-secondary institution to allow high school students to enroll in an online course consistent with the institution's policy.
- Directs the Office of Higher Education to inform students with intellectual and developmental disabilities of postsecondary education options.
- Requires districts and post-secondary institutions offering "introduction to teaching" dual-credit courses to report on certain enrollment demographics.
- Allows an Opportunities Industrialization Center, accredited by the United States Department of Education to be an eligible institution for the Post-secondary Enrollment Options Program.

## **American Indian education**

Requires that American Indian education parent advisory committee submit reasons for nonconcurrence with educational programs for American Indian students offered by the school board directly to the school board.

### **Career technical education (CTE) grants**

Clarifies that at least one service cooperative must collaborate to provide career and technical education opportunities for the rural CTE grants established in 2017. Authorizes rural CTE grants for consortia consisting of one or more service cooperatives.

### **Report on the safety of youth in skilled trades**

Directs the Commissioner of Labor and Industry to study ways to improve safety of middle and high school aged students who receive hands-on training in skilled trades. Directs the Commissioner to report to the jobs committees and the education committees of the legislature.

### **Construction and skilled trades counseling**

Requires the Commissioner of Labor and Industry to collaborate with the Department of Education on construction and skilled trades counseling.

### **Public employer compensation reduction prohibited**

Prohibits the public employer of a Professional Educator Licensing and Standards Board (PELSB) member from reducing the member's compensation or benefits because of the member's absence from employment when engaging in board business.

### **Background checks**

- Requires background check fees to be deposited in an account in the special revenue fund.
- Strikes the authority for a licensing board to issue a license pending completion of a background check.
- Requires the PELSB to contract with the Commissioner of Human Services to conduct background checks.
- Authorizes tribal organizations to contract with the Commissioner of Human Services to conduct background studies of individuals affiliated with a childcare program sponsored, managed, or licensed by a tribal organization.
- Authorizes Head Start programs to contract with the Commissioner of Human Services for background studies. Exempts a Head Start program that does not contract with the Commissioner, is not licensed, and is not registered for funding under chapter 119B from chapter 245C.

### **Mandatory reporting**

Adds a superintendent, charter school board, charter school executive director, and charter school authorizer to mandatory reporting statute.

#### **MSBA Position:**

MSBA did not testify on this bill. MSBA does not have a Legislative Policy on this issue.

#### **Impact on School Board Policies:**

MSBA has a Model Policy (414) on this issue.



## **Maltreatment of minors**

- Requires law enforcement to inform PELSB or Board of School Administrators (BOSA) after determining a Board's licensee has physically abused, sexually abused, or neglected a child.
- Requires the Commissioner of Education to provide the investigative file in a determination of maltreatment involving a Board licensee to the licensing entity with student identifying information removed.
- Modifies definition of "sexual abuse" to include solicitation of children to engage in sexual conduct and communication of sexually explicit materials to children.
- Requires MDE to investigate allegations of maltreatment involving students ages 18 to 21 until graduation.



## **Mental health education**

Requires the Commissioner of Education to provide districts with mental health resources, including resources on suicide and self-harm prevention, intended for students beginning in grade four.

## **Possession and use of sunscreen**

Allows a student to have and use sunscreen at school or school events without a prescription or note from a health professional. A school employee is not required to provide sunscreen or help apply sunscreen to a student.

### **MSBA Position:**

MSBA did testify on this bill. MSBA does not have a Legislative Policy on this issue.

### **Impact on School Board Policies:**

This provision may alter the MSBA Model Policy (516) relating to the use of an over-the-counter drug in school.



## **Lead in school drinking water; frequency of testing and reporting**

- Adds charter schools to testing requirements.
- Requires a school district or charter school that finds lead in cooking or drinking water to formulate, make publicly available, and implement a plan consistent with established guidelines and recommendations to ensure student exposure to lead is minimized.
- Requires districts and charter schools to follow actions in guidance from the Commissioners of Health and Education.
- Requires districts and charter schools to remediate the presence of lead to below the level set in the guidance, verified by retest, or directly notify parents of the result.
- Requires districts and charter schools to make the water source unavailable until the hazard has been minimized.

### **MSBA Position:**

MSBA negotiated and accepted bill language that would reduce administrative and reporting requirements. MSBA does not have a Legislative Policy on this issue.

### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.

## **Disposing of surplus school computers**

In addition to authority available under current law to transfer surplus school computers to another school district, the state Department of Corrections, the Minnesota State system, or a family in the school district whose income is at or below the federal poverty level, this bill authorizes a school district to transfer a computer to a charitable nonprofit registered with the attorney general's office, or to sell or give a surplus computer to currently-enrolled district students who intend to enroll the following year. Requires the district to give priority to those students eligible for free or reduced-price meals and distribute the remaining computers by lottery.

### **MSBA Position:**

MSBA did not testify; however, MSBA supports local control on this bill. MSBA does not have a Legislative Policy on this issue.

### **Impact on School Board Policies:**

MSBA has a Model Policy (802) on this issue.

## **Energy use reduction and reporting for public schools**

Requires a public school or school district to enter and maintain monthly energy consumption data into the Minnesota B3 benchmarking program for each school building. States that a school or district must not be penalized for failure to do so.

## **Early learning scholarship account**

- Creates an early learning scholarship account in the special revenue fund.
- Transfers all appropriations for early learning scholarships into this account, and annually appropriates the money to the Commissioner of Education for early learning scholarships.
- Allows for carryforward of unspent dollars, so that appropriations do not cancel to the general fund.
- Makes \$950,000 annually available to MDE for administrative costs of the early learning scholarships program.

## **Service cooperatives agreement**

Adds Service Cooperatives to the definition of governmental unit for the purpose of joint powers. Service Cooperatives are made up of "governmental units" as defined in the joint powers act.

## Single District Items

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### **Fund transfers**

**Truman.** Authorizes the Truman Public School District to transfer up to \$65,000 from its early childhood and family education reserve account and \$45,000 from its school readiness reserve account in the community service fund to its undesignated general fund.

**Minnetonka.** Authorizes Minnetonka Public Schools to transfer up to \$3.3 million from its community education reserve account to its reserved for operating capital account for the construction costs associated with the district's early childhood or community education spaces.

**Hopkins.** Authorizes Hopkins Public Schools to transfer up to \$500,000 from its community education reserve account to the reserved operating capital account in its general fund for the costs of constructing and equipping an early childhood classroom addition.

### **Karlstad Elementary School; sparsity aid**

Authorizes elementary sparsity aid for the Karlstad Elementary School in the Tri-County School District for fiscal year 2020 and 2021 only.

### **Breckenridge School District; postsecondary enrollment options**

Allows Breckenridge Public Schools to enter into an agreement with an out-of-state higher education institution for the purposes of the postsecondary enrollment options program.

## First Special Session

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### Tax Omnibus Bill (HF 5)

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#### Referendum equalization levy

\$9,000,000 property tax relief in fiscal year 2021 and \$600,000 for additional referendum aid for charter schools. Increase equalization factor for Tier 2 (new Tier 1) of the referendum levies and conforms with technical provisions in the 2019 Education Omnibus Bill that convert the board-approved portion of Tier 1 referendum revenue to the local optional program. Effective for fiscal year 2021 and later. See Appendix for district runs.

##### **MSBA Position:**

MSBA did testify in support of equalization. MSBA does have a Legislative Policy (2.002) on this issue.

##### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.

#### School building bond agricultural credit

Increases the school building bond credit from:

- 40-50 percent in Pay 2020 (\$10,900,000)
- 55 percent in Pay 2021 (\$18,200,000)
- 60 percent in Pay 2022 (\$27,200,000)
- 70 percent in Pay 2023 and after

Effective beginning with property taxes payable in 2020.

##### **MSBA Position:**

MSBA has testified in support of this bill. MSBA does have a Legislative Policy (2.001) on this issue.

##### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.

#### School District Bond Authorization

Eliminates the public notice requirement for school districts prior to the solicitation of bids so that notice is required only before the issuance of bonds or before the final certification of levies.

## **Agriculture, Rural, Development and Housing Omnibus Bill (SF 1)**

### **Border-to-Border Broadband grant program**

\$20,000,000 in fiscal year 2020 and \$20,000,000 in fiscal year 2021 are appropriated from the general fund to the Commissioner of the Department of Employment and Economic Development (DEED) for the border-to-border broadband grant program. \$250,000 each year is for the Broadband Development Office..

#### **MSBA Position:**

MSBA has testified on this bill. MSBA does have a Legislative Policy (1.072) on this issue.

#### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.

### **Farm-to-school grants**

\$100,000 each year to expand the international marketing opportunities for farmers and value-added processors, including staffing to facilitate farm-to-school sales and new markets for Minnesota-grown hemp.

### **Farm-to-School Innovation**

Not to exceed \$400,000 each year to develop and enhance farm-to-school markets for Minnesota farmers by providing more fruits, vegetables, meat, grain, and dairy for Minnesota children in school and child care settings including, at the Commissioner of Agriculture's discretion, reimbursing schools for purchases from local farmers, and may provide funding not to exceed \$300,000 each year for urban youth agriculture education or urban agricultural education or urban agriculture community development.

## **Environment and Natural Resources Omnibus Bill (SF 7)**

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### **Office of School Trust Lands (OSTL) – Operations**

\$187,000 each year to the OSTL from the general fund. The legislature appropriated an additional \$300,000 each year of the FY20-21 biennium to the OSTL to fund the Director, OSTL staff, operating expenses, and a variety of projects to ensure long-term management of the school trust lands for its multi-generational beneficiaries.

### **OSTL – Project specific appropriations**

The legislature extended two prior appropriations to OSTL and modified the appropriation language at OSTL's request.

1. Extends the deadline for a \$250,000 one-time appropriation to permit OSTL to complete an Asset Management Plan to guide school trust land management over the next twenty-five-year period.
2. Extends the deadline for a \$500,000 appropriation to permit OSTL to collaborate with the Department of Natural Resources (DNR) and USDA Forest Service on the Boundary Waters Canoe Area Wilderness (BWCAW) land exchange project.

### **Permanent School Fund appropriations**

\$433,000 to the DNR for the fiscal years 2020-21 biennium (fiscal year 2020 - \$215,000; fiscal year 2021 - \$218,000) to fund DNR's work to secure maximum long-term economic return from school trust lands. This fiscal years' 2020-2021 appropriation language is a modification of prior appropriations that directed DNR to utilize the Permanent School Fund dollars to advance school trust land sales and commercial leasing of school trust resources.

### **School trust compensation**

The legislature modified DNR's ability to compensate the School Trust, first by extending the requirements of when compensation is required, and then how DNR can accomplish the compensation necessary. Now, the DNR must compensate the School Trust when its management diminishes or prohibits long-term revenues; prior to this statutory change, DNR's position was that it did not have to compensate for decisions that diminished School Trust revenues. Additionally, the legislature gave DNR authority to lease school trust lands as a compensation mechanism the DNR's only previous options were either acquire or exchange.

### **Administrative support for School Trust Lands director**

The legislature clarified statutory language that DNR, not MDE, is to provide administrative support services to the School Trust Lands Director.

### **No Child Left Inside grant program**

Creates a program to provide grants for outdoor environmental, ecological, and other natural-resource-based education and recreation programs serving youth.

### **Basic angling student curriculum**

Requires DNR to develop a basic angling curriculum and to make it available without cost to nonprofit organizations operating fishing leagues for high schools.

## Health and Human Services Omnibus Bill (SF 12)

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### **School-Linked Mental Health grants - \$1,200,000**

The Commissioner of Human Services shall establish a school-linked mental health grant program to provide early identification and intervention for students with mental health needs and to build the capacity of schools to support students with mental health needs in the classroom.

#### **MSBA Position:**

MSBA has testified in support of this issue. MSBA does have a Legislative Policy (1.050) on this issue.

#### **Impact on School Board Policies:**

This provision has no impact on MSBA model policies.

### **Tobacco products prohibited in public schools**

No person shall at any time smoke, chew, or otherwise ingest tobacco or a tobacco product, or inhale or exhale vapor from, carry, or use an activated electronic delivery device in a public school or in a charter school. No person under the age of 18 shall possess any of these items.

### **Smoking – redefined**

"Smoking" means inhaling or exhaling smoke from, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted tobacco or plant or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking also includes carrying a lighted cigar, cigarette, pipe, or any other lighted tobacco or plant product intended for inhalation, carrying, or using an activated electronic delivery device.

#### **MSBA Position:**

MSBA did not testify on this bill. MSBA does not have a Legislative Policy on this issue.

#### **Impact on School Board Policies:**

MSBA does have a model policy (419) on this issue.

## Jobs, Commerce and Energy Bill (HF 2)

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### Public buildings

Stylistic clarification of the definition of “public building” relating to building projects for school districts and charter schools. Clarifies statutory language without imposing any new requirements beyond those that already exist under state and federal law.

### Construction Careers Foundation

\$375,000 each year is appropriated from the workforce development fund for the construction career pathway initiative to provide year-round educational and experiential learning opportunities for teens and young adults under the age of 21 that lead to careers in the construction industry. This is a one-time appropriation.

### Required statement of earnings by employer; notice to employee

Adds to information required on an employee earnings statement. The new information required includes the basis of pay (hourly, salary, piece rate, etc.), any allowances for meals or lodging, and the address and phone number of the employer. The section also requires an employer to give a written notice to an employee at the start of employment. That notice must include a variety of information about employee pay and the employer and must be signed by the employee and kept by the employer. Finally, the section requires an employer to provide written notice to an employee whenever anything in the original written notice changes.

### Retainage

Current law permits a public contracting agency to reserve up to five percent from any progress payment to a contractor on a contract for a public improvement. This withheld amount is “retainage.” New language adds specific requirements when using retainage in public building and construction contracts for public improvements. Under current law, the agency may hold the retainage until work is complete. New requirements and prohibitions on public construction contracts related to retainage are as follows on page:

- **Retainage released within 60 days after substantial completion.** Retainage must be released no later than 60 days after substantial completion of a construction project, but some funds may be withheld. The contractor must pay retainage to its subcontractors within 10 days after receiving retainage payment, unless there is a dispute about the work. The contractor must pay retainage to any subcontractor whose work is not involved in the dispute and must provide a written statement detailing the amount and reason for the withholding to the affected subcontractor.
- **Allowable withholding.** After substantial completion, what can be withheld is (1) 250% of the cost to correct or complete work known at the time of substantial completion, and (2) the greater of \$500 or 1% of the value of the contract for “final paperwork.” “Final paperwork” is defined as documents required to fulfill contractual obligations including, but not limited to, operation manuals, payroll documents for projects subject to prevailing wage requirements, and the withholding exemption certificated required by Minn. Stat. § 270C.66. If any payment is withheld for these reasons, a written statement must be promptly provided to the contractor,



including the amount and basis of withholding. Any withheld amounts must be paid within 60 days after completion of the work or submission of final paperwork.

- **Any retainage reduction passed onto subcontractors.** If the amount of retainage is reduced, the contractor must reduce retainage at the same rate for subcontractors.
- **Definition of “substantial completion.”** For this statute, “substantial completion” is defined consistently with Minn. Stat. §541.051, subd. 1(a), which is the date when construction is sufficiently completed so that the owner can occupy or use the improvement for the intended purpose. For streets, highways, and bridges, “substantial completion” is defined as the date when construction-related traffic devices and ongoing inspections are no longer required.
- **Retainage cannot be held for warranty work.** Withholding retainage for warranty work is prohibited. This provision does not waive any rights to warranty claims.
- **Certain requirements before payment must be paid.** The portion of a construction project funded with federal or state aid is only required to be paid when the federal or state aid has been received. Nothing in this section requires payment for a portion of a contract that is not complete or for which an invoice has not been submitted.

Effective Aug. 1, 2019 and applies to agreements entered into on or after this date.

Summary provided by the League of Minnesota Cities.

## Judiciary and Public Safety Omnibus Bill (SF 8)

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### School Safety Center

\$250,000 each year one-time is to hire two additional school safety specialists in the Minnesota School Safety Center.

### Sexual conduct legal definitions

Minnesota’s criminal sexual conduct statutes were revised to expand coverage to persons in “current or recent” positions of authority, to mandate law enforcement response to victim’s claims of criminal sexual conduct, and other, related changes.

## Legacy Finance Omnibus Bill (SF 3)

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### **Arts Education Minnesota State Arts Board (MSAB)**

\$4,900,000 in fiscal year 2020 and \$4,950,000 in fiscal year 2021 are for high-quality, age-appropriate arts education for Minnesotans of all ages to develop knowledge, skills, and understanding of the arts.

### **Statewide history programs**

\$5,846,000 in fiscal year 2020 and \$7,004,000 in fiscal year 2021 are for historic and cultural programs and purposes related to the heritage of the state. Of this amount, \$250,000 each year must be used by the Minnesota Historical Society to either produce or purchase and to distribute a book to engage and educate elementary school students on Minnesota's natural resources, legacy, culture, and history. The book should be made available for free to educators and libraries and through state historical society sites to provide to a targeted grade of elementary school students.

### **Wilderness inquiry**

\$375,000 each year to Wilderness Inquiry for the Canoe Mobile program, which provides students with an outdoor educational experience aligned with the Minnesota history graduation standards.

### **Minnesota census 2020 mobilization**

Requires the Commissioner of Administration to implement a Census 2020 Mobilization program.

### **Regional library system**

\$2,550,000 each year is appropriated to the Commissioner of Education for grants to the 12 Minnesota regional library systems to provide educational opportunities in the arts, history, literary arts, and cultural heritage of Minnesota.

### **Water safety grants**

\$50,000 each year is appropriated to the Commissioner of Education for a water safety grant program. The Commissioner of Education must determine the criteria for allocating grants to provide low-income and at-risk children scholarships for swimming lessons or to hire and train water safety instructors.

## **Transportation Finance Bill (HF 6)**

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### **Safe Routes to School**

\$500,000 each year from the general fund for the Safe Routes to School Program.

### **School bus traffic regulations**

Traffic regulations related to school buses:

- requires drivers to yield to a school bus that is attempting to enter a lane of travel from a shoulder, right-turn lane, or other location used for passenger loading or unloading; and
- allows school bus operator to re-enter traffic from a right-turn lane after loading or unloading students, instead of being required to turn.

### **School bus lighting**

Modifies provisions on school bus lighting and visibility and authorizes supplemental warning systems for school buses.

### **School bus color**

Allows the rub rails on school buses adjacent to the beltline (the area below the windows) to be either black or yellow.

### **School bus testing programs**

Allow school districts and school bus companies that have third-party testing programs to administer road and skills tests to drivers for other school districts or school bus companies.

## Pensions and Retirement Omnibus Bill (HF 10)

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### **Pension Contributions**

Creates a one-year exemption for the City of St. Paul and the St. Paul School District, allowing them to continue to make contributions to supplemental pension and retirement plans on behalf of trade union employees for one year, until June 30, 2020. Current law prohibits contributions to supplemental plans unless specifically allowed as an exception; however, the exceptions in current law do not cover most of the contributions being made by these employers to a number of multi-employer plans.

## **Regular Session**

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### **Epinephrine auto-injector (SF1257 and HF925)**

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#### **Epinephrine auto-injector**

This bill authorizes individuals who complete an anaphylaxis training program to possess, provide, and administer epinephrine auto-injectors to persons believed to be experiencing anaphylaxis and extends the Good Samaritan immunity from liability to these individuals. Specifies that the possession and administration of epinephrine auto-injectors at a public school is governed by another law.

#### **MSBA Position:**

MSBA worked with the authors on bill language. MSBA does not have a Legislative Policy on this issue.

#### **Impact on School Board Policies:**

MSBA does have a Model Policy (516) on this issue.

## Higher Education Omnibus Bill (HF 2544)

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### **College Possible**

\$450,000 per year is transferred to College Possible to support programs encouraging low-income students to attend and graduate from college. The funding must be allocated proportionally to students from greater Minnesota and the seven-county Metropolitan area and must only be used for supporting students who plan to attend colleges and universities in Minnesota.

### **Aspiring Minnesota Teachers of Color Scholarship program established**

\$1,000,000 per year for a new scholarship program for aspiring Minnesota teachers of color. Student teacher candidates who are of color or American Indian who have made satisfactory academic progress must have priority for receiving a grant from available funds to student teach and complete their preparation programs if they meet eligibility requirements

### **Teacher shortage loan forgiveness**

\$250,000 each year is transferred to the teacher shortage loan forgiveness account.

### **Student Teacher Candidate Grants in shortage areas**

\$2,700,000 per year; of this amount, \$2,200,000 is set aside for candidates belonging to a racial or ethnic group underrepresented in the teacher workforce and meeting other eligibility requirements. Amends existing program for stipends to student teachers who intend to teach in high-need fields and areas, or who belong to racial or ethnic groups underrepresented in the teacher workforce. Amends definition of "licensure shortage areas." Establishes priority for candidates of color or who are American Indian who have made satisfactory academic progress.

#### **MSBA Position:**

MSBA has testified in support on this bill. MSBA does have Legislative Policies (3.007 and 3.019) on this issue.

#### **Impact on School Board Policies:**

This issue does not impact MSBA model policies.

## Snow Days (SF 1743)

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### Snow days

A school district in need of extra days due to inclement weather may count days needed with some caveats.

- The board of a school district or charter school that canceled school on one or more days during the 2018-2019 school year due to health and safety concerns **may** count those days as instructional days for purposes of calculating the number of hours and days in the school year.
- If a school district **would not** have met the required minimum number of days and hours of instruction for students, it **must report** to the Commissioner of Education the number of days and hours that the district counted to meet the required days and hours of instruction. A district is also **encouraged** to adopt an e-learning plan.
- **If** a school board resolves to count a day that school was canceled as an instructional day, the school district **must** compensate employees and contract employers by paying them or allowing them to work another day the school designates.
- The minimum number of days of teacher service that a probationary teacher **must complete** *equals the difference between 120 days and the number of scheduled instructional days that were canceled* due to health and safety concerns and that the school board resolved to count as days of instruction.

# 2019 – THE YEAR OF SPECIAL EDUCATION

Minnesota may be the only state with divided government, but it was unified in making major strides with special education this session. School board members and administrators knew district budgets were tight, partially due to the ever-increasing special education cross-subsidy. Education organizations were unified that special education funding was a top priority, and lawmakers responded.

MSBA membership played a significant role in moving the discussion forward. The 2018 Delegate Assembly passed a resolution to reform the special education funding formula, and the New Ulm Public Schools district brought forward ideas to reduce special education paperwork mandates in the classroom.

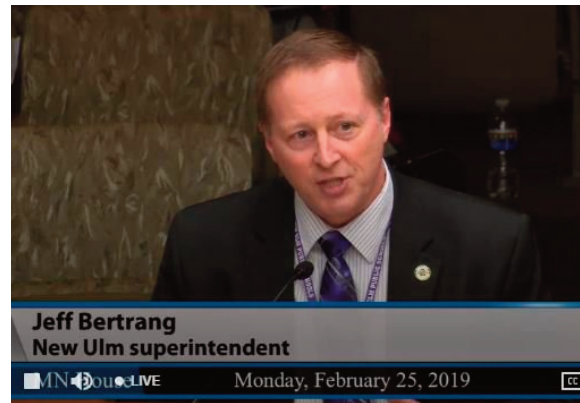
## Special Education Funding and Reform

Before the 2019 Legislative Session began, MSBA's Delegate Assembly worked on resolutions that would aid efforts at the Capitol. One resolution urged the legislature to adopt one predictable and equitable special education formula which would eliminate the cap and return transportation to a fully funded dedicated revenue source. The resolution brought forth by the New London-Spicer School Board passed unanimously, 109-0, as the room broke out in spontaneous applause.

Special education funding received a good deal of attention this session, as its impact is felt in every school district across the state. Several Metro superintendents testified their districts were at the cap. Dr. Tom Melcher, director of finance for Minnesota Department of Education, suggested lawmakers may want to change the formula to restore the predictability and equity in the recently changed formula.

After several bills, testimony and hearings, MSBA was pleased to see a two percent increase on the general education formula and \$91 million to slow the growth of the special education cross-subsidy; together, poised to provide relief in many districts.

MSBA believes the passage of legislation to increase revenue and reform special education, after decades of the special education cross-subsidy consuming a good portion of the formula increase, is truly a milestone. As one board member said, "With the attention given to the special education cross-subsidy aid, this means 2% and 2% on the formula really does mean 2 and 2." Much work is left to do, but the table has been set for next year.



“If we truly want to see all students succeed, we need to eliminate unnecessary paperwork and other requirements so our teachers and students can be successful,” said Jeff Bertrang, Superintendent of New Ulm Public Schools.

## Special education aid - \$90,691,000

Increases the special education aid by the amount needed to hold the state average cross-subsidy per pupil (\$820) constant at the fiscal year 2019 level. See district runs in Appendix.

### **Special education formula reform**

Beginning in fiscal year 2020, the following special education formula component changes will take effect:

- Creates a new category of special education aid called cross subsidy reduction aid, including cross-subsidy aid in the definition of special education aid,
- Phases out the special education aid cap,
- Reduces the tuition rate or “billback” paid by the resident school district for open enrolled special education students served by another district or charter school, and
- Adjusts the hold harmless to reduce reliance on the fiscal year 2016 base and factors in current year costs.

### **Special education cross-subsidy reduction aid**

Special education cross-subsidy aid is a percentage of each district’s initial cross-subsidy for the prior fiscal year:

- Sets the aid amount equal to 2.6 percent of the unreimbursed cross subsidy for fiscal year 2020 and 6.43 percent of the cross-subsidy for fiscal year 2021 and later. Charter schools would not be eligible.



### **Special education cap**

- Cap is increased to the greater of the current cap or the sum of 56% of current year program costs plus 100% of the current year special education transportation cost plus the tuition adjustment.
- Special education cap is eliminated for fiscal year 2021 and beyond.

### **Special education pupil-driven initial aid formula**

Updates the pupil-driven portion of the initial special education aid formula to reflect 2018 data. This results in an increase in initial aid for districts where the pupil-driven formula generates the least aid of the three initial formulas.

### **Special education tuition billing**

- Reduces the tuition rate paid by the resident district for open enrolled students from 90 percent to 85 percent of the unfunded costs for fiscal year 2020 and to 80 percent for fiscal year 2021 and later.
- Adjusts the general education revenue for a charter school student, equal to 5 percent in fiscal year 2020 and 10 percent in fiscal year 2021 and later, of the unreimbursed cost of providing special education services to the student. Charter schools will receive additional special education aid from the state to fully fund the impact of the tuition billing change.



## Special education hold harmless or minimum aid

Creates a new minimum aid amount. Reduces the hold harmless guarantee for districts where special education expenditures have fallen or grown very slowly since fiscal year 2016, so that the hold harmless does not result in the district receiving a very high percentage of its costs covered by the formula, before adjusting for tuition, compared with other districts.

- Minimum aid guarantee is limited to the sum of:
  - o 90 percent for fiscal year 2020, 85 percent for fiscal year 2021, 80 percent for fiscal year 2022, and 75 percent for fiscal year 2023 and later plus 100 percent of the district's transportation costs, plus the tuition adjustment.
  - o Annual inflation adjustment is reduced by .2 percent per year until the inflation adjustment reaches 2 percent.

## Special Education Paperwork Reduction

MSBA solicited ideas in the Weekly Advocate, and New Ulm Public Schools district submitted six proposals. Initiated by the district's special education team, the team quantified the number of hours that potentially could be saved by a special education teacher annually. MSBA worked with legislators to draft several bills based on the New Ulm proposal.

There was a flurry of attention from the media and on social media relating to special education; articles published on how the DFL and GOP lawmakers wanted to trim special education paperwork, the rising cost of special education, and its impact on districts.

MSBA led the charge by orchestrating hearings in the Senate and the House. Testifiers included a myriad of professionals who work with special education students - teachers, directors, superintendents and an attorney, all of whom wholeheartedly believe providing students the best education is the priority. The testimony confirmed that special education teachers are leaving the classroom because of the overabundance of paperwork.

Five of the six bills were included in the House Education Omnibus bill, and four of five were included in the Senate E-12 Education Omnibus bill. Normally, legislators refer to provisions that are in both bills as "sames and similars" and those provisions are adopted and become law. This session was not "normal". In the



“Denise Dittrich, associate director of Government Relations for MSBA, provided some historical context for the discussions. "14-years ago, Congress took proactive steps when its reauthorized IDEA to intentionally reduce the paperwork burden on school personnel," said Dittrich. Minnesota did not follow suit and has retained its special education laws and rules. 45 Minnesota statutes have at least 19 provisions that exceed federal requirements.

last week of the education conference committee, negotiations stalled due to differences in education budget targets between the House and Senate. Unfortunately, time ran out and only two provisions made the final bill and became law. MSBA will work with legislators once again in 2020 to bring the remaining bills, especially a bill to allow a stand-alone functional behavioral assessment, to the next session. The following bills passed:

**Alternative dispute resolution; additional requirements for prior written notice**

Requires the prior written notice to state that a parent who objects to a proposal or refusal in the notice may identify the specific part of the proposal or refusal the parent objects to and request a meeting with appropriate members of the Individual Education Plan (IEP) team.

**Alternative dispute resolution; conciliation conference**

Requires a district to have a meeting of appropriate members of the IEP team when a parent who objects to a proposal requests the meeting.

Requires a district to hold a conciliation conference within ten calendar days of when the district receives the parent's request for the conference, rather than from when the district receives the parent's objection to a proposal or refusal in the prior written notice.



**Individualized education program; rule amendment**

Requires the Commissioner of Education to amend the rule to allow, but not require, an individualized education program to report a student's performance on general state or districtwide assessments.

# **NEW REQUIREMENTS**

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## **FOR SCHOOL DISTRICTS**

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### **Possession and use of sunscreen**

Allows a student to have and use sunscreen at school or school events without a prescription or note from a health professional. A school employee is not required to provide sunscreen or help apply sunscreen to a student.

### **Lead in school drinking water; frequency of testing and reporting.**

- Adds charter schools to testing requirements.
- Requires a school district or charter school that finds lead in cooking or drinking water to formulate, make publicly available, and implement a plan consistent with established guidelines and recommendations to ensure student exposure to lead is minimized.
- Requires districts and charter schools to follow actions in guidance from the Commissioners of Health and Education.
- Requires districts and charter schools to remediate the presence of lead to below the level set in the guidance, verified by retest, or directly notify parents of the result.
- Requires districts and charter school to make the water source unavailable until the hazard has been minimized.

### **Energy Reporting**

Beginning October 1, 2019, each public school or school district reporting on behalf of a public school must enter and maintain monthly utility consumption data into the Minnesota B3 benchmarking program for all buildings under its custodial control. Reporting by a third party, including automatic reporting by an electric or gas utility, may be used to meet this requirement. A school or school district must not be penalized for failure to comply with this section.

### **Dyslexia screening**

Requires a school district to screen for characteristics of dyslexia, in a locally determined manner, students identified as not reading at grade level by the end of kindergarten, grade 1, and grade 2. Requires a district to screen for characteristics of dyslexia, in a locally determined manner, students in grade 3 or higher who demonstrate a reading difficulty, unless a different reason for the reading difficulty has been identified.

### **American Indian education**

Requires that the American Indian education parent advisory committee submit reasons for nonconcurrence with educational programs for American Indian students offered by the school board directly to the board.

### **Post-Secondary Education Option (PSEO)**

Requires districts and post-secondary institutions offering "Introduction to Teaching" dual-credit courses to report on certain enrollment demographics.

### **Required statement of earnings by employer; notice to employee**

Adds to information required on an employee earnings statement. The new information required includes the basis of pay (hourly, salary, piece rate, etc.), any allowances for meals or lodging, and the address and phone number of the employer. The section also requires an employer to give a written notice to an employee at the start of employment. That notice must include a variety of information about employee pay and the employer and must be signed by the employee and kept by the employer. Finally, the section requires an employer to provide written notice to an employee whenever anything in the original written notice changes.

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## **NEW REPORTS DUE**

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### **Suicide Prevention**

The grant recipient must report to the Commissioner of Education the number of teachers completing the online training, average length of time to complete training, and length of average stay using the online training. The Commissioner must survey online training users to determine their perception of the online training. By January 8, 2021, the Commissioner must report the grant recipient's information and the survey results to the chairs and ranking minority members of the legislative committees having jurisdiction over kindergarten through grade 12 education.

### **Collaborative Urban and Greater Minnesota Educators of Color grant program**

- Requires a recipient to report to the legislature and PELSB on the use of funds and outcomes.
- Requires board to report to the public a summary of activities, outcomes, and sharing of effective practices.

### **Safety of youth in skilled trades**

- Directs the Commissioner of Labor and Industry to study ways to allow for the safety of middle and high school aged students who receive hands-on training in skilled trades. Directs the Commissioner to report to the jobs and education committees of the legislature.

## Issues to Watch in 2020

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As a part of the “leadership agreement” there would be no controversial policy items without the approval of both the House and the Senate. The upside to this decision is there were very few controversial policy items included in the education omnibus bill, while the downside is that school boards can count on many issues resurfacing – and then some.

### Policy Items

- Sexual harassment redefined
- Comprehensive sexual education curriculum required
- School board vacancy appointments - elections
- Special education paperwork reduction
- Nonexclusionary discipline, expulsion/exclusion policies and procedures
- Summative rating for schools and districts
- K-12 tax credits for scholarships
- School lunch debt – policies to prohibit shaming
- Pre-K Fair Pupil Dismissal Act – modification for PreK.
- Civics course required for high school graduation in 11th or 12th grade
- Financial literacy course for credit as a graduation requirement
- Civics scores added to school performance reports and public reporting
- Adult Basic Education (ABE) and Early Childhood and Family Education (ECFE) teachers’ continuing contract rights
- Adult Basic Education (ABE) and Early Childhood and Family Education (ECFE) teachers’ comparable salaries
- Student journalists-newspapers, yearbooks and media
- Potential changes to the Four-Tiered Teacher Licensure System:
  - o limits the Tier 1 (unless good cause) to one renewal
  - o allows Tier 1 teacher to be included in bargaining unit
  - o limits Tier 2 license to two renewals
  - o requires Tier 2 to have cultural competency prior to renewal
  - o allows Tier 1 in bargaining unit
  - o eliminates pathway to Tier 3 based on three years of teaching experience with no improvement plan
  - o requires a superintendent to provide the school board with the number of teachers in each school building with Tier 1, 2, 3, and 4 licenses, and who do not meet professional teaching standards and have been placed on an improvement process. Requires the school board and PELSB to publish this data

## Finance Items

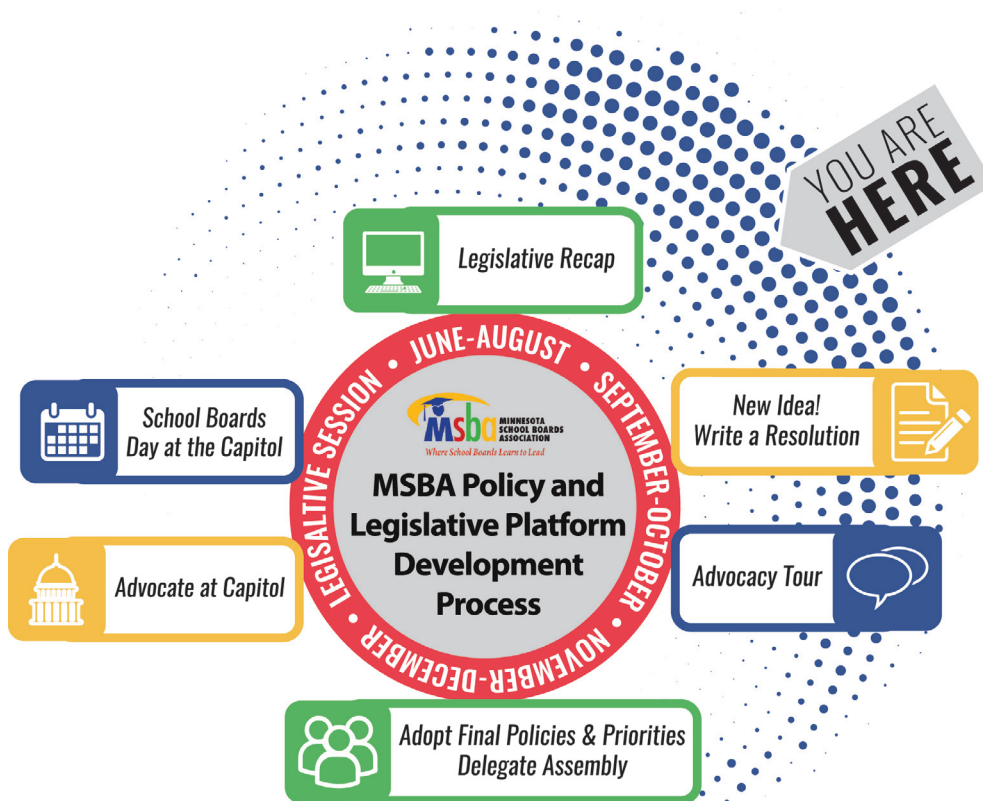
- Paid family and medical leave
- Minimum of inflationary increase on per pupil formula
- Special education cross-subsidy
- Operating referendum renewal by school board resolution
- Assessment of property values for big business and utilities
- English language (EL) funding
- Elimination of requirement to set aside an increasing portion of compensatory revenue for extended time programs

## Interim Advocacy

This fall, newly elected House members and Governor Walz will be holding town hall meetings and touring the state. Senators will be doing the same since they will be up for re-election in 2020. Please take advantage of this opportunity to engage with all your legislators.

Here are some questions to ask your local legislators:

- Would you support a supplemental education budget formula increase of one percent to help keep up with inflation?
- How would you propose working to continue reducing the special education cross subsidy?
- Would you support aligning Minnesota law with federal law to reduce special education paperwork mandates?
- How would you support local school boards? Would you refrain from supporting statewide, unfunded mandates?





## 2019 Advocacy Schedule

### Summer Seminar – Minneapolis Marriott Northwest, Brooklyn Park

- Monday, August 5

### Fall Advocacy Tour

MSBA Government Relations team will review the 2019 advocacy efforts and describe the 2020 legislative landscape and issues. Please join us for a light supper at 5:30 pm; meeting will begin at 6:00 pm. Please note, these dates and locations are subject to change, please check the website for up-to-date information.

- Tuesday, September 10 (St. Peter and Marshall)
- Wednesday, September 11 (Staples and Fergus Falls)
- Thursday, September 12 (Thief River Falls)
- Tuesday, September 17 (Cloquet and Sartell)
- Wednesday, September 18 (Grand Rapids and Willmar)
- Thursday, September 19 (Rochester)
- Saturday, September 21 (Twin Cities Metro)
- Friday, September 27 - last day to submit resolutions to be considered for the Delegate Assembly

### Pre-Delegate Assembly Meetings

- Wednesday, November 13 (Rochester)
- Thursday, November 14 (Little Falls)
- Saturday, November 16 (Twin Cities)
- Tuesday, November 19 - Webinar

### Delegate Assembly – DoubleTree by Hilton Hotel Minneapolis - Park Place

A new slate of delegates will be elected this year for two-year terms. We strongly encourage you to consider becoming a delegate. The deadline for nominations is August 31. We would welcome your participation in the 2019 Delegate Assembly.

- Friday, December 6
- Saturday, December 7

### 2020 Legislative Session begins!

- Tuesday, February 11, 2020

*mark your  
calendars*





## Acknowledgements

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Thank you to Senate and House Research staff and Minnesota Department of Education for the documents used to complete this summary.

## Photo Credit

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Cover photo of Governor Walz– msn.com

Cover photo of Capitol and bus – Andrew VonBank, Minnesota House of Representatives

## Thank You

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We hope you found our MSBA 2019 Legislative Summary helpful in your key role as a school board member. We appreciate your advocacy throughout the session.

## Contact Us

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Denise Dittrich, Associate Director of Government Relations, [ddittrich@mnmsba.org](mailto:ddittrich@mnmsba.org)

Kimberley Dunn Lewis, Government Relations, [klewis@mnmsba.org](mailto:klewis@mnmsba.org)

Kirk Schneidawind, Executive Director, [kschneidawind@mnmsba.org](mailto:kschneidawind@mnmsba.org)

## Stay Informed

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A great way to stay informed during the legislative session is to receive the **Weekly Advocate**, a weekly email with updates on bill introductions, bills of interest, hearings on important issues and legislative alerts on how you can get involved and make a difference. To sign-up, please contact Bruce Lombard at [blombard@mnmsba.org](mailto:blombard@mnmsba.org).



**Phone:** 507-934-2450



**Website:** [www.mnmsba.org](http://www.mnmsba.org)



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## **Appendix**

[2019 Special Session K12 Omnibus: Gen Ed Formula Allowance 2% and 2%; VPK/SRP Extended; Special Education Aid Added; ECFE Revenue Increase](#)

[2019 General Fund Aid Appropriation Summary](#)

[Referendum Equalization Provisions – Special Session Omnibus Tax Agreement](#)



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