

## SUPERINTENDENT'S REPORT AND AGENDA

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

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

If you require a reasonable accommodation in order to attend the board meeting or view the livestream, please contact Board Secretary Cassandra Quam at [cassandra.quam@rpsmn.org](mailto:cassandra.quam@rpsmn.org) or 612-798-6012 at least 24 hours before the meeting.

### **Monday, October 17, 2022 7 p.m. School Board Meeting**

#### I. CALL TO ORDER

#### II. REVIEW AND APPROVAL OF THE AGENDA

#### III. CONSENT AGENDA

##### A. Routine Matters

1. Minutes of the Regular Meeting held October 3, 2022
2. General Disbursements as of 10/7/22 in the Amount of \$1,056,818.99
3. Assurance of Compliance with State and Federal Law Prohibiting Discrimination
4. Property, Liability, Fleet, Professional and Faithful Performance and Cyber Liability Insurance Renewal
5. STEM Façade Project Change Order #1

##### B. Personnel Items

#### IV. NEW BUSINESS

##### A. General Obligation School Building Bond Bid Awards

#### V. ADJOURN REGULAR MEETING

#### VI. BEGIN UNOFFICIAL MEETING

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

##### A. Public Comment

##### B. Superintendent Update

1. Welcome New Student Board Representatives
2. Volunteer Program Presentation

C. Commendation

VIII. OLD BUSINESS – FOR REVIEW ONLY

A. Policy 803: Leasing School Space & Administrative Guideline 803.1

B. Policy 804: Energy Management Conservation & Administrative Guideline 804.1

C. Policy 852: Closing of Playgrounds

IX. ADVANCE PLANNING

A. Legislative Update

B. Information and Questions from Board

C. Future Meeting Dates

11-7-2022	7 p.m.	Regular Board Meeting
11-14-2022	2 p.m.	Board Study Session
11-21-2022	7 p.m.	Regular Board Meeting – Public Comment

D. Suggested/Future Agenda Items

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

**Agenda Item II.A.**

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

**Regular Meeting, October 17, 2022**

**Subject: Ongoing Data Reference List**

**Acronyms:**

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

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

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

### **RPS Student Demographic Data 2021-2022:**

4,183 Students District-wide

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

- 20 Transition +
- 162 Voluntary Prekindergarten (VPK)

Student Diversity (based on MDE categories)

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

English Learner

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

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	306017	09/15/2022	AMPLIFIED IT, A CDW COMPANY	R	3,548.18
01	306018	09/15/2022	BIX FRUIT COMPANY	R	2,308.79
01	306019	09/15/2022	BCBS OF MINNESOTA & BLUE PLUS	R	9,900.00
01	306020	09/15/2022	BLUUM OF MINNESOTA, LLC	R	6,272.00
01	306021	09/15/2022	CITY OF RICHFIELD	R	12,988.51
01	306022	09/15/2022	COLE PAPERS INC.	R	757.41
01	306023	09/15/2022	COMCAST BUSINESS	R	541.35
01	306024	09/15/2022	COMMERCIAL KITCHEN	R	1,001.00
01	306025	09/15/2022	CUMMINGS MOBILITY COVERIONS & SUPP	R	64,987.40
01	306026	09/15/2022	DICK BLICK COMPANY	R	1,303.20
01	306027	09/15/2022	HASTINGS CREAMERY LLC	R	595.80
01	306028	09/15/2022	LEXIA LEARNING SYSTEMS LLC	R	1,200.00
01	306029	09/15/2022	LOFFLER COMPANIES	R	132.00
01	306030	09/15/2022	MASA/MASE	R	299.00
01	306031	09/15/2022	MATRIX COMMUNICATIONS, INC	R	1,480.00
01	306032	09/15/2022	MENARDS - RICHFIELD	R	33.54
01	306033	09/15/2022	ON SITE SANITATION	R	819.50
01	306034	09/15/2022	PAYDHEALTH	R	20,715.66
01	306035	09/15/2022	PITNEY BOWES GLOBAL FINANCIAL SVC	R	1,104.42
01	306036	09/15/2022	PREMIUM WATERS INC	R	30.00
01	306037	09/15/2022	RUPP ANDERSON SQUIRES & WALDSPURGER	R	2,083.09
01	306038	09/15/2022	RYAN JEANNIE M	R	706.89
01	306039	09/15/2022	SCHUMACHER ELEVATOR COMPANY	R	93,888.00
01	306040	09/15/2022	SOURCEWELL TECHNOLOGY	R	113.46
01	306041	09/15/2022	TITAN ENVIRONMENTAL, INC.	R	6,600.00
01	306042	09/15/2022	TRIO SUPPLY COMPANY	R	2,556.46
01	306043	09/15/2022	UNITED HEALTHCARE INSURANCE CO	R	528.23
01	306044	09/15/2022	UNITED HEALTHCARE/AARP MEDICARE RX	R	101.20
01	306045	09/15/2022	UNITED HEARTHCARE /AARP MEDICARE RX	R	101.20
01	306046	09/15/2022	UPPER LAKES FOODS	R	11,723.40
01	306047	09/15/2022	USI INC	R	52.58
01	306048	09/15/2022	TREMCO/WEATHERPROOFING TECH, INC.	R	199,310.00
01	306049	09/15/2022	XCEL ENERGY	R	10.38
01	306050	09/16/2022	ANDERSON SHEILA K	R	45.00
01	306051	09/16/2022	BAUSCHELT PATRICK	R	80.00
01	306052	09/16/2022	BEAN WILLIAM A	R	137.00
01	306053	09/16/2022	BECCARD SETH	R	92.00
01	306054	09/16/2022	BECKMAN ALISON	R	20.00
01	306055	09/16/2022	BRIGHTBILL THEODORE	R	73.00
01	306056	09/16/2022	BURKSTRAND MICHAEL	R	77.00
01	306057	09/16/2022	COOK AMY	R	20.00
01	306058	09/16/2022	ELSMORE SPORTS INC.	R	4,000.00
01	306059	09/16/2022	EPLER KATHERINE	R	20.00
01	306060	09/16/2022	GOVENAT DIANE	R	20.00
01	306061	09/16/2022	GRAHAM THOMAS	R	50.00
01	306062	09/16/2022	HARRIS JEREMIAH R	R	80.00
01	306063	09/16/2022	HASSE TYLER	R	92.00
01	306064	09/16/2022	HEGARD LISA	R	20.00
01	306065	09/16/2022	HRYPY WILLIAM V	R	58.00

01	306066	09/16/2022	KARNAS LUCAS M	R	45.00
01	306067	09/16/2022	KARNAS MIKE	R	80.00
01	306068	09/16/2022	KEE-BOWLING BONNIE	R	77.00
01	306069	09/16/2022	KIMANI PAUL	R	73.00
01	306070	09/16/2022	LUNDIN IAN	R	35.00
01	306071	09/16/2022	MADSEN JOHN C	R	45.00
01	306072	09/16/2022	MOOK GREG	R	20.00
01	306073	09/16/2022	MOOK MAUREEN	R	100.00
01	306074	09/16/2022	MORBEN BRYAN	R	92.00
01	306075	09/16/2022	O'NEILL SEAN	R	83.00
01	306076	09/16/2022	RONALD LEAF	R	58.00
01	306077	09/16/2022	STROUP CORY F	R	92.00
01	306078	09/16/2022	TARPINIAN JASON	R	73.00
01	306079	09/16/2022	TASYA RIVERA MARTIN	R	20.00
01	306080	09/16/2022	TAYLOR JASON	R	35.00
01	306081	09/16/2022	TOENSING PETER	R	20.00
01	306082	09/16/2022	TOWNZEN RYAN	R	45.00
01	306083	09/16/2022	VRIEZE TYLER	R	45.00
01	V612170	09/20/2022	ASHLEY ACEVEDO	R	14.38
01	V612171	09/20/2022	MEGAN BLUMA	R	354.08
01	V612172	09/20/2022	MICHELLE L GERTEN	R	59.38
01	V612173	09/20/2022	GRETCHEN A GIFFORD	R	166.95
01	V612174	09/20/2022	DANIEL E KRETSINGER	R	114.76
01	V612175	09/20/2022	MAIA M MACK	R	635.15
01	V612176	09/20/2022	LYNN A SAINATI	R	33.38
01	V612177	09/20/2022	JENNIFER K SJOSTEN	R	26.97
01	306084	09/22/2022	AYAN ADBULLAHI	R	250.00
01	306085	09/22/2022	A.J. MOORE ELECTRIC, INC.	R	30,951.83
01	306086	09/22/2022	APPRIZE TECHNOLOGIES	R	225.00
01	306087	09/22/2022	AQUA LOGIC INC	R	990.00
01	306088	09/22/2022	BIX FRUIT COMPANY	R	7,294.84
01	306089	09/22/2022	BOELTER COMPANIES INC	R	132,254.00
01	306090	09/22/2022	CARQUEST AUTO PARTS	R	43.54
01	306091	09/22/2022	CATALYST BUYING GROUP LLC	R	1,986.24
01	306092	09/22/2022	CEDAR SMALL ENGINE	R	39.71
01	306093	09/22/2022	CINTAS CORPORATION NO 2	R	323.98
01	306094	09/22/2022	CIRCA	R	3,300.00
01	306095	09/22/2022	CITY OF RICHFIELD	R	450.00
01	306096	09/22/2022	CITY OF RICHFIELD	R	211.95
01	306097	09/22/2022	CITY OF RICHFIELD	R	300.00
01	306098	09/22/2022	CM CONSTRUCTION COMPANY	R	800.00
01	306099	09/22/2022	CPM EDUCATIONAL PROGRAM	R	6,000.00
01	306100	09/22/2022	DICK BLICK COMPANY	R	1,596.71
01	306101	09/22/2022	PITNEY BOWES BANK PURCHASE POWER	R	2,640.52
01	306102	09/22/2022	EDUCATORS BENEFIT CONSULTANTS LLC	R	456.35
01	306103	09/22/2022	WW GRAINGER INC	R	129.33
01	306104	09/22/2022	GROUP MEDICAREBLUE RX	R	7,159.50
01	306105	09/22/2022	H&B SPECIALIZED PRODUCTS INC	R	2,851.75
01	306106	09/22/2022	HEALTHJOY LLC	R	9,457.50
01	306107	09/22/2022	HILLYARD MINNEAPOLIS	R	23,905.27

01	306108	09/22/2022	HOGLUND BUS CO INC	R	2,484.00
01	306109	09/22/2022	HOUGHTON MIFFLIN HARCOURT	R	1,995.85
01	306110	09/22/2022	HUBERT COMPANY, LLC	R	97.54
01	306111	09/22/2022	IDEAL SERVICE, INC.	R	472.50
01	306112	09/22/2022	IDENTISYS INC	R	339.66
01	306113	09/22/2022	IIX INSURANCE INFORMATION EXCHANGE	R	58.25
01	306114	09/22/2022	INNOVATIVE OFFICE SOLUTIONS LLC	R	103.57
01	306115	09/22/2022	INTERMEDIATE DISTRICT 287	R	228,537.50
01	306116	09/22/2022	JOHN SAVATDY	R	37.10
01	306117	09/22/2022	JW PEPPER & SON INC	R	599.99
01	306118	09/22/2022	LOFFLER	R	1,225.09
01	306119	09/22/2022	LOFFLER COMPANIES	R	228.98
01	306120	09/22/2022	MASSP-MN ASSOCIATION	R	964.00
01	306121	09/22/2022	MATRIX COMMUNICATIONS, INC	R	376.95
01	306122	09/22/2022	MCCARTHY WELL COMPANY	R	22,261.61
01	306123	09/22/2022	MCDONOUGH'S SEWER SERVICES, INC.	R	125.00
01	306124	09/22/2022	MINNESOTA HISTORICAL SOCIETY	R	7,465.00
01	306125	09/22/2022	MINUTEMAN PRESS EDINA	R	179.71
01	306126	09/22/2022	MSNA	R	50.00
01	306127	09/22/2022	CAPITAL ONE TRADE CREDIT	R	167.94
01	306128	09/22/2022	NSPRA NATIONAL SEMINAR	R	1,000.00
01	306129	09/22/2022	OCCUPATIONAL MEDICINE CONSULTANTS	R	82.00
01	306130	09/22/2022	ONEBRIDGE BENEFITS INC.	R	5,017.50
01	306131	09/22/2022	OSCAR ALVARADO HERRERA	R	1,500.00
01	306132	09/22/2022	PAN O GOLD BAKING CO	R	344.06
01	306133	09/22/2022	PAPCO, INC.	R	143.50
01	306134	09/22/2022	PLASTIC BAGMART	R	1,499.00
01	306135	09/22/2022	POMPS TIRE SERVICE	R	1,180.00
01	306136	09/22/2022	PROFESSIONAL WIRELESS COMMUNICATION	R	15,440.00
01	306137	09/22/2022	QUALITY FLOW SYSTEMS, INC.	R	3,104.00
01	306138	09/22/2022	SADDLEBACK EDUCATIONAL, INC	R	3,337.26
01	306139	09/22/2022	SCHOOL HEALTH CORPORATION	R	117.93
01	306140	09/22/2022	SCHOOL SPECIALTY, LLC	R	375.60
01	306141	09/22/2022	SCHUMACHER ELEVATOR COMPANY	R	2,570.01
01	306142	09/22/2022	SHERWIN WILLIAMS CO	R	464.32
01	306143	09/22/2022	SMARTSENSE BY DIGI	R	330.00
01	306144	09/22/2022	SOURCEWELL	R	41,010.25
01	306145	09/22/2022	TERREL'S TOOLBOX LLC	R	27.75
01	306146	09/22/2022	TOLL COMPANY	R	12.03
01	306147	09/22/2022	TOTAL NETWORKX, INC	R	245.00
01	306148	09/22/2022	TRAFERA, LLC	R	32,835.00
01	306149	09/22/2022	TRIO SUPPLY COMPANY	R	2,539.92
01	306150	09/22/2022	TWIN CITY FILTER SERVICE INC	R	968.03
01	306151	09/22/2022	API GARAGE DOOR, INC.	R	2,360.34
01	306152	09/22/2022	UNIVERSITY OF MINNESOTA	R	400.00
01	306153	09/22/2022	UPPER LAKES FOODS	R	38,178.87
01	306154	09/22/2022	VANESSA MERRY	R	95.00
01	306155	09/22/2022	LIGHTNING PRINTING, INC	R	1,602.36
01	306156	09/22/2022	WINSOR LEARNING	R	3,500.00
01	306157	09/22/2022	WORLD FUEL SERVICES, INC.	R	1,734.27



01	306158	09/22/2022	XCEL ENERGY	R	10,030.18
01	V612178	09/22/2022	DAVID H BIPES	R	22.69
01	V612179	09/22/2022	JENNIFER S GRAVELLE	R	10.64
01	V612180	09/22/2022	MARGARET R HOEHN	R	104.72
01	V612181	09/22/2022	AMANDA SAUER	R	21.85
01	306159	09/23/2022	CUSTOM DRYWALL, INC.	R	2,720.00
01	306160	09/23/2022	LS BLACK CONSTRUCTORS, INC.	R	776,420.49
01	306161	09/23/2022	SHAW-LUNDQUIST ASSOCIATES, INC.	R	26,156.77
01	306162	09/23/2022	INDIGO SIGNWORKS, INC.	R	2,659.25
01	306163	09/23/2022	BORCHERS WILLIAM S	R	73.00
01	306164	09/23/2022	CARLSON DEBORAH J	R	20.00
01	306165	09/23/2022	FINANGER PHILLIP J	R	50.00
01	306166	09/23/2022	HILE LEE	R	20.00
01	306167	09/23/2022	HIRSCH STEPHEN J	R	58.00
01	306168	09/23/2022	HRYPA WILLIAM V	R	73.00
01	306169	09/23/2022	ISD #294 HOUSTON PUBLIC SCHOOLS	R	534,241.38
01	306170	09/23/2022	JOSE RAMOS-MUNOZ	R	58.00
01	306171	09/23/2022	JR FRANS VERSLUIS	R	219.00
01	306172	09/23/2022	KRAMER PAUL	R	58.00
01	306173	09/23/2022	MCCARTAN MEGAN	R	50.00
01	306174	09/23/2022	MENDELBLATT SCOTT	R	20.00
01	306175	09/23/2022	THE PROPHET CORPORATION	R	731.60
01	306176	09/23/2022	OLSON MOLLY	R	10.00
01	306177	09/23/2022	RENNEBERG PETER	R	58.00
01	306178	09/23/2022	RORMAN JANE	R	20.00
01	306179	09/23/2022	VETSCH TERRI	R	50.00

<b>TOTAL CHECKS &amp; E-PAYS</b>					<b>2,472,478.53</b>
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# P-CARD,CHECK RUNS, E-PAYS & WIRES FOR 10/03/2022 BOARD REPORTS

BANK 05	DATE	AMOUNT
E-Pays	9/20/2022	1,405.05
	9/22/2022	159.90
Construction Checks	9/23/2022	807,956.51
Checks	9/15/2022	447,792.65
	9/16/2022	5,922.00
	9/22/2022	673,432.44
	9/23/2022	535,809.98

CHECK REGISTER BANK 05 TOTAL =	<b>2,472,478.53</b>
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BREAKDOWN	
01-206-00	1,421,390.21
02-206-00	199,622.68
03-206-00	9,905.46
04-206-00	921.76
06-206-00	807,956.51
07-206-00	0.00
18-206-00	0.00
20-206-00	31,879.11
21-206-00	802.80
47-206-00	
BANK TOTAL =	
	<b>2,472,478.53</b>

## 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, October 3, 2022**  
**7 p.m. School Board Meeting**

### I. CALL TO ORDER

The regular meeting of the board of education of ISD 280, Hennepin County, Richfield, Minnesota was held on Monday, October 3, 2022 in the boardroom at the Richfield Public Schools District Office. Chair Tim Pollis called the regular board meeting to order at 7 p.m. with the following school board members in attendance: Banks Kupcho, Brakke, Carter, Cole, and Smisek.

Administrators present were Assistant Superintendent Daniels, Executive Director Clarkson and HR Director Michaels. Student representative Elsy Cruz Parra was present.

### II. REVIEW AND APPROVAL OF THE AGENDA

Motion by Brakke, seconded by Banks Kupcho, and unanimously carried, the board of education approved the agenda.

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

- A. Superintendent Update
  - 1. Update on Recent Events
  - 2. Connect & Assess Survey Results
- B. Commendation

### IV. CONSENT AGENDA

- A. Routine Matters
  - 1. Minutes of the regular meeting held September 19, 2022
  - 2. General Disbursements as of 9/23/22 in the amount of \$2,472,478.53
  - 3. Investment Holdings
  - 4. Board Secretary Approval
- B. Personnel Items

**Certified Part Time Position for Employment – 1st Year Probation**  
**Jason Lawrence Phillip Rooney** – Social Worker – Centennial Elementary  
Effective 10/3/2022

**Certified Full Time Position for Employment – 3rd Year Probation**

**Karen Doucette** – Reading Interventionist – Richfield Middle School  
Effective 8/23/2022

**Classified Full Time position Administrative Assistant**

**Trent Walsh** – Admin Assistant 2 – District Office  
Effective 10/3/2022

**Classified Part Time Food and Nutrition Position for Employment**

**Ortencia Ramirez Pena** – Kitchen Assistant – Richfield Middle School  
Effective 9/27/2022

**Classified Part Time Paraprofessional Position for Employment**

**Martina McBorrough** – Special Education – RSTEM Elementary  
Effective 9/27/2022

**Classified Full Time Paraprofessional – Resignation**

**Annika Russell** – Special Education Paraprofessional – Richfield Middle School  
Effective 10/3/2022

Years of Service: 1 year

**Linda Hayes** – Special Education Paraprofessional – Richfield High School  
Effective 9/15/2022

Years of Service: 8 contract days

**Classified Full Time Facilities and Transportation Position for Employment**

**Steven Carroll** – Bus Driver Casual – District Wide  
Effective 10/3/2022

**Timothy Coughlin** – Bus Driver Casual – District Wide  
Effective 10/3/2022

**Michelle Macdonald** – Building Cleaner 2<sup>nd</sup> Shift – Richfield Middle School  
Effective 9/19/2022

**Sandra Aguilar** – Building Cleaner – Richfield Senior High School  
Effective 9/19/2022

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

V. OLD BUSINESS

- A. Policy 803: Leasing School Space & Administrative Guideline 803.1 - second read

VI. NEW BUSINESS

- A. Policy 852: Closing of Playgrounds - first read
- B. Outreach Worker Pay Rates for 2022-2023

Motion by Brakke, seconded by Carter, and unanimously carried, the board of education approved the outreach worker pay rates.

C. Donations

Motion by Smisek, seconded by Banks Kupcho, and unanimously carried, the board of education accepted the donations with gratitude.

VII. ADVANCE PLANNING

- A. Legislative Update
- B. Information and Questions from Board
- C. Future Meeting Dates
  - 10-17-2022 7 p.m. Regular Board Meeting - Public Comment
  - 11-7-22 7 p.m. Regular Board Meeting
- D. Suggested/Future Agenda Items

VIII. ADJOURN REGULAR MEETING

Chair Pollis adjourned the meeting at 8:12 p.m.

FUND	CHECK	DATE	VENDOR	TYPE	AMOUNT
01	306180	09/29/2022	ACCO BRANDS USA LLC	R	123.90
01	306181	09/29/2022	BATTERIES R US	R	3,169.93
01	306182	09/29/2022	BERRY COFFEE COMPANY INC.	R	619.21
01	306183	09/29/2022	BIX FRUIT COMPANY	R	3,292.41
01	306184	09/29/2022	BRINK'S INCORPORATED	R	1,620.72
01	306185	09/29/2022	CANON USA	R	1,805.42
01	306186	09/29/2022	CAPTIVATE MEDIA & CONSULTING	R	1,488.00
01	306187	09/29/2022	CDW GOVERNMENT INC	R	1,673.97
01	306188	09/29/2022	CENGAGE LEARNING INC	R	12,537.50
01	306189	09/29/2022	DICK BLICK COMPANY	R	17.16
01	306190	09/29/2022	E. WEINBERG SUPPLY CO, INC.	R	3,310.00
01	306191	09/29/2022	ECM PUBLISHERS INC	R	143.00
01	306192	09/29/2022	HILDI INC.	R	14,830.00
01	306193	09/29/2022	HILLYARD MINNEAPOLIS	R	1,259.10
01	306194	09/29/2022	HOPE CHURCH	R	14,774.12
01	306195	09/29/2022	HR SIMPLIFIED INC.	R	944.00
01	306196	09/29/2022	INTERMEDIATE DISTRICT 287	R	201,522.53
01	306197	09/29/2022	IXL LEARNING	R	1,800.00
01	306198	09/29/2022	KIDCREATE STUDIO	R	59.00
01	306199	09/29/2022	KINECT ENERGY INC	R	20,208.27
01	306200	09/29/2022	KNOWBE4, INC	R	11,531.65
01	306201	09/29/2022	LIGHTSPEED TECHNOLOGIES, INC.	R	5,565.00
01	306202	09/29/2022	MADISON NATIONAL LIFE INS CO INC	R	15,810.51
01	306203	09/29/2022	MATH LEARNING CENTER	R	856.00
01	306204	09/29/2022	MICC	R	500.00
01	306205	09/29/2022	MINNESOTA CLAY COMPANY	R	1,718.30
01	306206	09/29/2022	MINUTEMAN PRESS EDINA	R	176.34
01	306207	09/29/2022	MSOPA	R	50.00
01	306208	09/29/2022	PAN O GOLD BAKING CO	R	941.70
01	306209	09/29/2022	RATWIK ROSZAK & MALONEY PA	R	1,404.50
01	306210	09/29/2022	RED BALLOON BOOK STORE	R	287.55
01	306211	09/29/2022	RIVERSIDE INSIGHTS	R	219.00
01	306212	09/29/2022	SCHOOL SERVICE EMPLOYEES UNION	R	5,277.04
01	306213	09/29/2022	ST CATHERINE UNIVERSITY	R	1,500.00
01	306214	09/29/2022	TEACHER CREATED MATERIALS, INC	R	16,439.29
01	306215	09/29/2022	THE RETROFIT COMPANIES, INC.	R	7,596.99
01	306216	09/29/2022	TRAFERA, LLC	R	798.00
01	306217	09/29/2022	TRIO SUPPLY COMPANY	R	2,936.12
01	306218	09/29/2022	U OF MN TWIN CITIES	R	8,000.00
01	306219	09/29/2022	UNITED STATES TREASURER	R	430.00
01	306220	09/29/2022	UPPER LAKES FOODS	R	33,179.83
01	306221	09/29/2022	US MAGNETIX, INC.	R	720.00
01	306222	09/29/2022	VANESSA MERRY	R	150.00
01	306223	09/29/2022	VSP INSURANCE CO. (CT)	R	3,378.93
01	306224	09/29/2022	XCEL ENERGY	R	54,940.08
01	306230	09/29/2022	AMAZON.COM SYNCB/AMAZON	R	18,459.62
01	V612182	10/04/2022	ERICA T BARLOW	R	70.00
01	V612183	10/04/2022	MARY L CLARKSON	R	70.00
01	V612184	10/04/2022	AMY L COUGHLIN	R	79.99

01	V612185	10/04/2022	LATANYA R DANIELS	R	70.00
01	V612186	10/04/2022	MEGAN M STECHER	R	70.00
01	V612187	10/04/2022	PETER J FITZPATRICK	R	40.00
01	V612188	10/04/2022	STEVEN T FLUCAS	R	70.00
01	V612189	10/04/2022	DAVID A FREEBURG	R	70.00
01	V612190	10/04/2022	KARIN V GAERTNER	R	52.00
01	V612191	10/04/2022	RACHEL GENS	R	70.00
01	V612192	10/04/2022	AREND J GEURINK	R	70.00
01	V612193	10/04/2022	JAMES A GILLIGAN	R	70.00
01	V612194	10/04/2022	CHRISTINA M GONZALEZ	R	70.00
01	V612195	10/04/2022	KYLE L GUSTAFSON	R	40.00
01	V612196	10/04/2022	KEVIN D HARRIS	R	40.00
01	V612197	10/04/2022	JAMES L HILL	R	40.00
01	V612198	10/04/2022	JESSICA M HOFFMAN	R	40.00
01	V612199	10/04/2022	CRAIG D HOLJE	R	70.00
01	V612200	10/04/2022	GRACE M JENNINGS	R	39.98
01	V612201	10/04/2022	SHERYL M P JUENEMANN	R	127.30
01	V612202	10/04/2022	CORY J KLINGE	R	70.00
01	V612203	10/04/2022	DANIEL E KRETSINGER	R	70.00
01	V612204	10/04/2022	ANOOB KUMAR	R	40.00
01	V612205	10/04/2022	HEATHER LEBEAU	R	175.00
01	V612206	10/04/2022	SHANNON J LINDBERG	R	40.00
01	V612207	10/04/2022	JOHN M LORENZINI	R	70.00
01	V612208	10/04/2022	COLLEEN M MAHONEY	R	70.00
01	V612209	10/04/2022	MICHAEL A MANNING	R	243.18
01	V612210	10/04/2022	LI J MATTSON	R	175.00
01	V612211	10/04/2022	DANIEL P MCGINN	R	40.00
01	V612212	10/04/2022	DOUG R MCMEEKIN	R	70.00
01	V612213	10/04/2022	SHERRI L MEDVEC	R	45.00
01	V612214	10/04/2022	KENT D MEYER	R	70.00
01	V612215	10/04/2022	ALECIA M MOBLEY	R	70.00
01	V612216	10/04/2022	ERIN H NEILON	R	40.00
01	V612217	10/04/2022	ROBERT G OLSON	R	40.00
01	V612218	10/04/2022	LAURA B OTTERNESS	R	70.00
01	V612219	10/04/2022	MARK S PEDERSEN	R	40.00
01	V612220	10/04/2022	CHRISTOPHER A PETERSON	R	70.00
01	V612221	10/04/2022	DENNIS E PETERSON	R	35.00
01	V612222	10/04/2022	CASSANDRA QUAM	R	70.00
01	V612223	10/04/2022	RENEE C REED-KARSTENS	R	40.00
01	V612224	10/04/2022	KEITH D RIEF	R	40.00
01	V612225	10/04/2022	TIMECKA MARIE SANCHEZ-MICHAELS	R	70.00
01	V612226	10/04/2022	ASHLEY SCHAEFER	R	70.00
01	V612227	10/04/2022	MARTA I SHAHSAVAND	R	70.00
01	V612228	10/04/2022	DAWN SHANNON	R	39.99
01	V612229	10/04/2022	AMY B SKARE-KLECKER	R	70.00
01	V612230	10/04/2022	NANCY J STACHEL	R	70.00
01	V612231	10/04/2022	PATRICK M SURE	R	40.00
01	V612232	10/04/2022	STACY THEIEN-COLLINS	R	70.00
01	V612233	10/04/2022	VLADIMIR S TOLEDO	R	40.00
01	V612234	10/04/2022	STEVEN P UNOWSKY	R	270.00

01	V612235	10/04/2022	STEPHEN C URBANSKI	R	40.00
01	V612236	10/04/2022	JUDY L VAILLANCOURT-YERHOT	R	112.94
01	V612237	10/04/2022	CARRIE A VALA	R	70.00
01	V612238	10/04/2022	JENNIFER K VALLEY	R	70.00
01	V612239	10/04/2022	RYAN WAGNER	R	40.00
01	V612240	10/04/2022	REBECCA S WALD	R	40.00
01	V612241	10/04/2022	MICHELLE R WHITESIDE	R	70.00
01	V612242	10/04/2022	KASYA L WILLHITE	R	70.00
01	V612243	10/04/2022	AMY J WINTER AHSENMACHER	R	70.00
01	V2301327	10/04/2022	P-CARD BAIRD LISA	R	3,978.95
01	V2301328	10/04/2022	P-CARD BARLOW ERICA	R	1,592.05
01	V2301329	10/04/2022	P-CARD BROWN MATTHEW	R	2,520.83
01	V2301330	10/04/2022	P-CARD BRUNNER PATTI	R	20,366.47
01	V2301331	10/04/2022	P-CARD BURT EMILY	R	288.34
01	V2301332	10/04/2022	P-CARD CARUSO MATTHEW	R	1,537.63
01	V2301333	10/04/2022	P-CARD CRUZ ESTEVA JENNIFER	R	6,543.39
01	V2301334	10/04/2022	P-CARD EDWARDS NATHAN	R	96.58
01	V2301335	10/04/2022	P-CARD GEURINK AREND	R	122.64
01	V2301336	10/04/2022	P-CARD GULLICKSON KEVIN	R	49.44
01	V2301337	10/04/2022	P-CARD HOLJE CRAIG	R	30.00
01	V2301338	10/04/2022	P-CARD KRETSINGER DAN	R	3,076.01
01	V2301339	10/04/2022	P-CARD LEIKNES LISA	R	468.64
01	V2301340	10/04/2022	P-CARD LEWIS JENNIFER	R	1,308.70
01	V2301341	10/04/2022	P-CARD LUNDY MICHELLE	R	16,954.73
01	V2301342	10/04/2022	P-CARD MAHONEY COLLEEN	R	2,047.85
01	V2301343	10/04/2022	P-CARD MANNING MICHAEL	R	339.93
01	V2301344	10/04/2022	P-CARD MCGINN DAN	R	662.79
01	V2301345	10/04/2022	P-CARD MCINNES CALLEN	R	374.89
01	V2301346	10/04/2022	P-CARD MORRISSEY MELISSA	R	8,345.78
01	V2301347	10/04/2022	P-CARD PETERSON CHRIS	R	138.58
01	V2301348	10/04/2022	P-CARD SHAHSAVAND MARTA	R	1,557.63
01	V2301349	10/04/2022	P-CARD SKARE-KLECKER AMY	R	239.60
01	V2301350	10/04/2022	P-CARD STACHEL NANCY	R	4,432.91
01	V2301351	10/04/2022	P-CARD VALLEY JENNIFER	R	1,490.12
01	V2301352	10/04/2022	P-CARD WILLHITE KASYA	R	2,659.64
01	V2301353	10/04/2022	P-CARD WINTER AMY	R	2,544.60
01	306231	10/06/2022	ALL STATE COMMUNICATIONS INC	R	4,383.00
01	306232	10/06/2022	AQUA LOGIC INC	R	726.00
01	306233	10/06/2022	ARVIG ENTERPRISES INC	R	1,307.90
01	306234	10/06/2022	BIX FRUIT COMPANY	R	1,846.67
01	306235	10/06/2022	BLUUM OF MINNESOTA, LLC	R	9,365.26
01	306236	10/06/2022	BRAMBILLA'S LEASE SYSTEMS, INC	R	2,161.00
01	306237	10/06/2022	BUSINESS ESSENTIALS	R	29,495.60
01	306238	10/06/2022	CAPITAL ONE TRADE CREDIT	R	172.99
01	306239	10/06/2022	CAROLINA BIOLOGICAL	R	55.75
01	306240	10/06/2022	CENTURYLINK	R	46.11
01	306241	10/06/2022	CINTAS CORPORATION NO 2	R	521.58
01	306242	10/06/2022	COMCAST	R	301.34
01	306243	10/06/2022	CONTINENTAL RESEARCH CORP	R	2,319.68
01	306244	10/06/2022	COSTA, FABIO	R	20.00



01	306245	10/06/2022	CULLIGAN SOFT WATER	R	10.00
01	306246	10/06/2022	DELEGARD TOOL COMPANY	R	88.11
01	306247	10/06/2022	DISCOUNT SCHOOL SUPPLY	R	48.45
01	306248	10/06/2022	ECOLAB INC	R	1,151.84
01	306249	10/06/2022	ESX TECHNOLOGY SOLUTIONS, LLC	R	261.80
01	306250	10/06/2022	FASTENAL INDUSTRIAL	R	936.37
01	306251	10/06/2022	WW GRAINGER INC	R	574.93
01	306252	10/06/2022	HAWKINS INC	R	3,634.60
01	306253	10/06/2022	HILLYARD MINNEAPOLIS	R	6,517.82
01	306254	10/06/2022	HOGLUND BUS CO INC	R	5,005.00
01	306255	10/06/2022	INNOVATIVE OFFICE SOLUTIONS LLC	R	277.87
01	306256	10/06/2022	INSTITUTE FOR ENVIROMENTAL	R	2,574.00
01	306257	10/06/2022	JOHNSTONE SUPPLY	R	46.44
01	306258	10/06/2022	KAJEET, INC.	R	25,638.70
01	306259	10/06/2022	KINECT ENERGY INC	R	525.00
01	306260	10/06/2022	KREMER SERVICES LLC	R	609.76
01	306261	10/06/2022	LAJ CONSULTING, LLC	R	600.00
01	306262	10/06/2022	LEROY'S GREAT BEAR	R	139.96
01	306263	10/06/2022	LOFFLER COMPANIES	R	158.22
01	306264	10/06/2022	LUPIENT CHEVROLET	R	484.33
01	306265	10/06/2022	MAINLINE TRANSPORTATION, INC. (MTI)	R	1,555.25
01	306266	10/06/2022	MATH LEARNING CENTER	R	3,404.16
01	306267	10/06/2022	MCGRAW-HILL EDUCATION, INC.	R	942.92
01	306268	10/06/2022	MENARDS - RICHFIELD	R	22.56
01	306269	10/06/2022	METRO TRANSIT	R	970.00
01	306270	10/06/2022	MIDWEST BUS PARTS INC	R	2,090.81
01	306271	10/06/2022	MINUTEMAN PRESS EDINA	R	685.87
01	306272	10/06/2022	MOBILE RADIO ENGINE	R	420.00
01	306273	10/06/2022	MTN-METROPOLITAN TRANSP NETWORK	R	255,831.36
01	306274	10/06/2022	NEI ELECTRIC, INC.	R	1,691.47
01	306275	10/06/2022	NOKOMIS SHOE SHOP	R	125.00
01	306276	10/06/2022	NORTH CENTRAL BUS	R	37.68
01	306277	10/06/2022	NORTHFIELD LINES INC	R	1,632.20
01	306278	10/06/2022	ON SITE SANITATION	R	319.59
01	306279	10/06/2022	ONE OF ONE CLOTHING	R	1,852.50
01	306280	10/06/2022	PAN O GOLD BAKING CO	R	244.05
01	306281	10/06/2022	PAPCO, INC.	R	440.16
01	306282	10/06/2022	PREMIER LIGHTING INC	R	2,231.58
01	306283	10/06/2022	PUMP & METER SERVICE	R	400.00
01	306284	10/06/2022	REGENTS OF THE UNIV OF MINNESOTA	R	3,615.00
01	306285	10/06/2022	RICHFIELD READY	R	145.80
01	306286	10/06/2022	RODRIGUEZ EMBROIDERY INC	R	1,624.57
01	306287	10/06/2022	SCHUMACHER ELEVATOR COMPANY	R	118.50
01	306288	10/06/2022	SCOPETEEK INC.	R	300.00
01	306289	10/06/2022	SEVERSON LAUREL	R	100.00
01	306290	10/06/2022	SHERWIN WILLIAMS CO	R	350.44
01	306291	10/06/2022	STATE SUPPLY COMPANY	R	62.26
01	306292	10/06/2022	SUPPORT WAREHOUSE LIMITED	R	753.00
01	306293	10/06/2022	TAFFE SARAH ANN	R	8,831.97
01	306294	10/06/2022	TERREL'S TOOLBOX LLC	R	325.00

01	306295	10/06/2022	TRIO SUPPLY COMPANY	R	983.32
01	306296	10/06/2022	TWIN CITY HARDWARE	R	393.28
01	306297	10/06/2022	TWIN CITY TRANSPORTATION	R	575.52
01	306298	10/06/2022	TYLER TECHNOLOGIES, INC.	R	13,756.22
01	306299	10/06/2022	UPPER LAKES FOODS	R	22,973.82
01	306300	10/06/2022	VERIZON WIRELESS	R	360.13
01	306301	10/06/2022	VERNON COMPANY	R	157.04
01	306302	10/06/2022	VIG SOLUTIONS INC	R	9,900.00
01	306303	10/06/2022	WINSOR LEARNING	R	556.00
01	306304	10/06/2022	XCEL ENERGY	R	46,815.76
01	306305	10/07/2022	BECKMAN ALISON	R	20.00
01	306306	10/07/2022	BRIGHTBILL THEODORE	R	138.00
01	306307	10/07/2022	EPLER KATHERINE	R	20.00
01	306308	10/07/2022	GRAHAM THOMAS	R	100.00
01	306309	10/07/2022	LAMERS CHARLES	R	138.00
01	306310	10/07/2022	LARSON KEITH	R	100.00
01	306311	10/07/2022	LENZ KELLY C	R	77.00
01	306312	10/07/2022	LUNDIN IAN	R	35.00
01	306313	10/07/2022	MOOK GREG	R	20.00
01	306314	10/07/2022	MOOK MAUREEN	R	50.00
01	306315	10/07/2022	OLSON MOLLY	R	10.33
01	306316	10/07/2022	RIEHLE KELLY ANN	R	116.00
01	306317	10/07/2022	SUNNARBORG STEPHANIE	R	77.00
01	306318	10/07/2022	TAYLOR JASON	R	35.00
01	306319	10/07/2022	TOENSING PETER	R	35.00
01	306320	10/07/2022	VU HIEP	R	58.00

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<b>TOTAL CHECKS, E-PAYS &amp; P-CARDS</b>					<b>1,056,818.99</b>
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## E-PAYS, P-CARDS & CHECK'S FOR 10/17/2022 BOARD REPORTS

BANK 05	DATE	AMOUNT
SEPTEMBER P-CARDS	10/4/2022	83,768.72
E-Pays	10/4/2022	4,355.38
Checks	9/29/2022	478,064.69
	10/6/2022	489,600.87
	10/7/2022	1,029.33

CHECK REGISTER BANK 05 TOTAL =	1,056,818.99
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BREAKDOWN	
01-206-00	677,464.26
02-206-00	78,086.59
03-206-00	285,547.58
04-206-00	15,248.56
06-206-00	-
07-206-00	-
18-206-00	-
20-206-00	320.96
21-206-00	151.04
47-206-00	-
BANK TOTAL =	1,056,818.99

**CONSENT AGENDA - FOR ACTION**

**Agenda Item III.A.3.**

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

**Regular Meeting, October 17, 2022**

**Subject: Assurance of Compliance with State and Federal Law Prohibiting Discrimination**

(Recommended by the superintendent)

That the board of education approve the Assurance of Compliance with State and Federal Law Prohibiting Discrimination 2022-2023 form to be submitted to the Minnesota Department of Education.

**Background Information**

(Prepared by Cassandra Quam and Craig Holje)

Pursuant to Minnesota Statutes, section 127A.42, subd. 3, each school board must annually submit to the commissioner of education a statement of compliance with state and federal laws prohibiting discrimination and providing the designated supporting information to assure that statement prior to November 15.

**Attached:**

Assurance of Compliance with State and Federal Law Prohibiting Discrimination  
2022-2023 Form



Virginia Davis

E-mail:  
mde.compliance-assistance@state.mn.us

Phone: 651-582-8338

Address:  
400 NE Stinson Blvd., Minneapolis, MN  
55413

## Assurance of Compliance

0280-01 Richfield Public School District  
-INFORMATION NEEDED TO EVIDENCE COMPLIANCE-  
School Year: 22-23

\* - indicates required fields.

### Coordinator Identification Information

	Human Rights Coordinator	Title IX Coordinator	504 Coordinator
Name*	Craig Holje	Craig Holje	Mary Clarkson
Telephone Number*	612-798-6031	612-798-6031	612-798-6041
Fax Number*	612-798-6057	612-798-6057	612-798-6057
E-Mail Address*	craig.holje@rpsmn.org	craig.holje@rpsmn.org	mary.clarkson@rpsmn.org

### Mandated Reporter Training

Minnesota Chapter 260E.30, Subd. 2(b). Districts must inform all mandated reporters of the duties.

Date of Verification \*

☒ \* I verify that all mandated reporters employed by or otherwise associated with any school in this district have been informed of mandated reporting requirements and of the prohibition of retaliation against anyone reporting maltreatment.

09/30/22



As part of the Minnesota Department of Education's data collection for the Minnesota Olmstead Plan related to the topic area Prevent Abuse and please provide the following information;

Total number of school district employees who have received mandated reporter training as of verification date? 820

Number of licensed staff? 376

Number of unlicensed staff? 444

\*This information is requested to assist in the prevention of abuse and neglect of students with disabilities through increased awareness and education of all school personnel and their duties associated with mandated reporting requirements.

### Document Submittal Verification

Does MDE have current and accurate copies of the following documents?  
Please submit updated policy if revised since Last Submitted Date.

Document	Last Submitted Date	Upload Document*
Harassment and Violence policy	10/20/2021	Select Upload Document: <input type="button" value="Choose File"/> No file chosen

### District Compliance Requirements Checklist

This assurance is given in consideration of and for the purpose of obtaining any and all federal grants, loans, contracts, property, discounts, or other federal financial assistance extended after the date hereof to the district by the U.S. Department of Education and the Minnesota Department of Education (MDE), in installment payments after such date of application for federal financial assistance and state aid allotments which were approved before such date.

The district recognizes and agrees that such federal and state financial assistance will be extended in reliance on the representations, supporting information required by Minnesota Statute, section 127A.42, subd. 3 and agreements made in this assurance. This assurance is binding on the district and the persons authorized to submit information on behalf of the district.

Check all statements in which the district has complied with the state and federal requirements prohibiting discrimination.

#### Federal Laws:

☒ \* Title VI of the Civil Rights Act of 1964 (42 USC 2000d, et. seq.; 34 C.F.R. Part 100), which provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the district receives federal financial assistance.

- ☒ \* Title VII of the Civil Rights Act of 1964 (42 USC 2000e, et. seq.; P.L. 88-352), as amended by the Equal Employment Opportunity Act of 1972 (P.L. 92-261), which prohibits discrimination in employment because of an individual's race, color, religion, sex, or national origin.
- ☒ \* Title VII of the Civil Rights Act of 1964 Pregnancy Discrimination Act (within Title VII) (42 USC § 2000e(k)).
- ☒ \* Title IX of the Education Amendments of 1972 (20 USC § 1681; 34 C.F.R. Part 106), which prohibits discrimination on the basis of sex in education programs and activities receiving or benefiting from federal financial assistance.
- ☒ \* The Age Discrimination in Employment Act of 1967 (29 USC § 621; 42 USC § 6101; 29 C.F.R. Part 621), which prohibits discrimination on the basis of age (over 40 years).
- ☒ \* Section 504 of the Rehabilitation Act of 1973 (34 C.F.R. part 104) prohibiting discrimination on the basis of disability.
- ☒ \* The American with Disabilities Act (42 USC § 12101, et seq.), also prohibiting discrimination on the basis of disability.
- ☒ \* Denial of Equal Educational Opportunity Prohibited (20 USC § 1703).
- ☒ \* The Fair Housing Act (42 USC § 3601 et seq.; 24 C.F.R. part 100).
- ☒ \* The Age Discrimination Act of 1975 (42 USC § 6101 and 6102; 34 C.F.R. part 110).
- ☒ \* Prohibition of Discrimination Based on Blindness (20 USC § 1684).

**State Laws:**

- ☒ \* The Minnesota Human Rights Act (Minn. Stat. § 363A), which prohibits discrimination in education programs and activities on ground of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual orientation, disability or age
- ☒ \* Minnesota Statutes, section 121A.031, which requires school districts to have a written policy to prevent and to prohibit student bullying.
- ☒ \* Minnesota Statutes, section 121A.03, which requires school districts to have a policy prohibiting sexual/racial/religion harassment and violence which applies to students, teachers, administrators and other school personnel.
- ☒ \* Minnesota Statutes, section 121A.04, which prohibits sex discrimination in athletic programs.
- ☒ \* Minnesota Rules, part 3500.0550, relating to the Inclusive Educational Program Plan.
- ☒ \* Minnesota Rules, Chapter 3535.0100-.0180; 3535.2300-.2800; 3535.3000-.3700, relating to equality of educational opportunity and school desegregation, and prohibition of discriminatory practices.

By clicking "Submit" you are affirming that these laws are available in each building in the district, that the information that you have provided and that you have the authority to submit this assurance on behalf of the district. Clicking "Cancel" will clear data entered.

**NOTE: When data entry is complete, click "Submit" to send data to The State Department of Education.**

Submit

Cancel

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

**Regular Meeting, October 17, 2022**

**Subject: Property, Liability, Fleet, Professional and Faithful Performance  
and Cyber Liability Insurance**

(Recommended by the superintendent)

That the board of education authorize the administration to retain Chubb Insurance, The Hanover Insurance Company, Travelers, Markel Corporation, and AXA S.A. for Property, Liability, Fleet, Professional, Faithful Performance and Cyber Insurance coverage as appropriate. The renewal includes an estimated 4% increase in building and content values. The proposal also recommends a switch to Chubb Insurance Company for our property insurance due to a lower premium quote and retains the existing providers for all other lines of insurance.

**Background Information**

(Prepared by Craig Holje)

The administration has worked with Todd Awes and Debbie Thurner from Dolliff Insurance, the District Insurance Consultant, to renew our property, liability, fleet, professional and faithful performance insurance coverage for 2022-2023. The 2022-2023 insurance premium renewal for this series of plans is set at \$492,125 which is \$39,508 increase or 8.7% more than the 2021-2022 premium. The District has increased property values associated with inflation as well as the District construction projects. Increasing the values increases the premium by \$9,830.

A summary of coverage and recommendation with analysis is attached.



# An Insurance Program Prepared For

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

Presented To:

**Craig Holje**  
**Chief Human Resources and Administrative Officer**

Prepared By:

**Todd A. Awes**  
**Vice President**

Policy Period:

**October 1, 2022 – October 1, 2023**



**DOLLIFF INSURANCE**  

---

*since 1929*

6465 Wayzata Blvd.  
Suite 850  
St. Louis Park, MN 55426  
Phone: 952-593-7400  
Fax: 952-593-7444  
Toll Free: 800-338-3531  
[www.dolliff.com](http://www.dolliff.com)

## DOLLIFF TEAM

---

**Agent: Todd A. Awes, Vice President**

DD# (952)593-7445

E-Mail: [tawes@dolliff.com](mailto:tawes@dolliff.com)

**Account Executive: Debbie Thurner**

DD# (952)593-7417

E-Mail: [dthurner@dolliff.com](mailto:dthurner@dolliff.com)

# MEMORANDUM

---

Date: September 26, 2022

To: Craig Holje  
Chief H.R. and Administrative Officer

From: Todd A. Awes  
Agent of Record

RE: October 1, 2022 Insurance Renewal

.....

Attached please find the 2022-2023 insurance program, a premium comparison versus 2021-2022, a detailed outline of the coverages provided and the changes we made.

## **Exposure Changes:**

- The vehicle fleet was updated. Buses are newer and more expensive
- Liability exposures were updated
- Equipment schedule was updated

## **Notes:**

- We recommend increasing the building and contents values by 4%. This maintains the integrity of our property appraisals by adjusting for inflation
- Increasing the property values by 4% would develop an additional premium of \$9,830.
- The total insurable building and contents values would increase to \$312,345,968
- We have included the EDP in the blanket property limit
- Extra Expense coverage remains at \$10,000,000 and applies on a blanket basis
- The property rate, per \$100 is now .07928. This is up from the 21/22 rate of \$.07667.
- Chubb's property includes a wind/hail deductible of \$50,000
- The liability limit remains at \$1,000,000
- The umbrella limit remains at \$5,000,000

## **Marketing Results:**

- PROPERTY – Chubb quoted and their pricing is being shown throughout the proposal. Hanover's property quote was \$290,170
- AUTO – Auto-Owners declined due to the loss history
- CYBER – Evolve quoted \$37,000

Prepared by:

Todd A. Awes  
Dolliff Insurance

## PREMIUM COMPARISON

Coverage	2021/22	2022/23 (Increased Property Values)
Property/Boiler & Machinery (Chubb Ins Co)	\$237,941	\$255,550
Inland Marine	\$2,365	\$2,246
General Liability/EBL	\$30,920	\$31,602
Fleet Liability	\$68,671	\$84,042
Fleet Physical Damage	\$26,045	\$24,232
Umbrella Liability	\$29,057	\$30,479
Faithful Performance Bond	\$3,036	\$3,175
Educators Legal Liab/D&O/EPLI	\$24,369	\$27,470
Professional Liability	\$11,554	\$11,781
Cyber Liability	\$18,659	\$21,548
<b>TOTAL</b>	<b>\$452,617</b>	<b>\$492,125</b>

\*Chubb's property quote results in a premium savings of \$34,620 over Hanover's property quote

### Loss History with Hanover:

Policy Type	Policy Term	Premium	Losses	Loss Ratio
Package	10-1-2021/22	\$271,226	\$16,000	5.90%
	10-1-2020/21	\$222,410	\$0	0.00%
	10-1-2019/20	\$180,712	\$339,827	188.05%
	10-1-2018/19	\$177,590	\$2,771	1.56%
Auto	10-1-2021/22	\$94,716	\$74,116	78.25%
	10-1-2020/21	\$87,361	\$70,393	80.58%
	10-1-2019/20	\$79,897	\$142,973	178.95%
	10-1-2018/19	\$68,495	\$23,691	34.59%
Umbrella	10-1-2021/22	\$29,057	\$0	0.00%
	10-1-2020/21	\$24,577	\$0	0.00%
	10-1-2019/20	\$20,976	\$0	0.00%
	10-1-2018/19	\$21,168	\$0	0.00%
<b>TOTAL</b>		<b>\$1,278,185</b>	<b>\$669,771</b>	<b>52.40%</b>

## EXPOSURE/PREMIUM COMPARISON

	2021/22	2022/23 (Current Prop Values)	% Change	2022/23 (Increased Prop Values)	% Change
<b>Property including Boiler &amp; Machinery</b>					
Total Insurable Property Values	\$ 300,332,661	\$ 300,332,661	0.00%	\$ 312,345,968	4.00%
Total Extra Expense Limit	\$ 10,000,000	\$ 10,000,000	0.00%	\$ 10,000,000	0.00%
Premium	\$ 237,941	\$ 245,720	3.27%	\$ 255,550	7.40%
<b>Inland Marine</b>					
Total Inland Marine/Equipment Values	\$ 396,471	\$ 450,964	13.74%	\$ 450,964	13.74%
Premium	\$ 2,365	\$ 2,246	-5.03%	\$ 2,246	-5.03%
<b>General Liability/EBL</b>					
Teachers**	352	360	2.27%	\$ 360	2.27%
Students: PreK-8th Grade	2,995	2,922	-2.44%	\$ 2,922	-2.44%
Students: 9th Grade - 18+	1,289	1,328	3.03%	\$ 1,328	3.03%
Stadium Receipts	\$ 18,000	\$ 35,000	94.44%	\$ 35,000	94.44%
Premium	\$ 30,920	\$ 31,602	2.21%	\$ 31,602	2.21%
<b>Automobile</b>					
Number of Power Units	42	43	2.38%	43	2.38%
Number of Trailers	6	5	-16.67%	5	-16.67%
Premium	\$ 94,716	\$ 108,274	14.31%	\$ 108,274	14.31%
<b>Umbrella</b>					
Limit	\$ 5,000,000	\$ 5,000,000	0.00%	\$ 5,000,000	0.00%
Premium	\$ 29,057	\$ 30,479	4.89%	\$ 30,479	4.89%

## EXPOSURE/PREMIUM COMPARISON (Continued)

	<u>2021/22</u>	<u>2022/23</u> (Current Prop Values)	<u>% Change</u>	<u>2022/23</u> (Increased Prop Values)	<u>% Change</u>
<b>Executive Protection</b>					
Total Number of Employees	605	649	7.27%	649	7.27%
Total Revenues	\$ 68,718,148	\$ 71,750,086	4.41%	\$ 71,750,086	4.41%
Expenditures	\$ 65,460,247	\$ 71,342,243	8.99%	\$ 71,342,243	8.99%
Premium	\$ <b>24,369</b>	\$ <b>27,470</b>	12.73%	\$ <b>27,470</b>	12.73%
<b>Errors &amp; Omissions</b>					
Limit	\$ 1,000,000	\$ 1,000,000	0.00%	\$ 1,000,000	0.00%
Premium	\$ <b>11,554</b>	\$ <b>11,781</b>	1.96%	\$ <b>11,781</b>	1.96%
<b>Crime</b>					
Employee Dishonesty Limit	\$ 500,000	\$ 500,000	0.00%	\$ 500,000	0.00%
Premium	\$ <b>3,036</b>	\$ <b>3,175</b>	4.58%	\$ <b>3,175</b>	4.58%
<b>Cyber</b>					
Limit	\$ 1,000,000	\$ 1,000,000	0.00%	\$ 1,000,000	0.00%
Premium	\$ <b>18,659</b>	\$ <b>21,548</b>	15.48%	\$ <b>21,548</b>	15.48%
<b>TOTAL</b>	<b>\$ 452,617</b>	<b>\$ 482,295</b>	<b>6.56%</b>	<b>\$ 492,125</b>	<b>8.73%</b>

## MULTI YEAR PREMIUM COMPARISON

Coverage	Fiscal 2018/19	Fiscal 2019/20	Fiscal 2020/21	Fiscal 2021/22	Fiscal 2022/23 (Increased Prop Values)
Property/Boiler & Machinery	\$147,035	\$151,081	\$190,007	\$240,306	\$255,550
Inland Marine	\$1,743	\$1,911	\$2,003	\$2,365	\$2,246
General Liability/EBL	\$30,684	\$29,543	\$34,351	\$30,920	\$31,602
Fleet Liability	\$54,291	\$62,720	\$70,075	\$68,671	\$84,042
Fleet Physical Damage	\$14,204	\$17,177	\$17,286	\$26,045	\$24,232
Umbrella	\$21,168	\$20,976	\$24,577	\$29,057	\$30,479
Faithful Perf. Bond	\$2,979	\$3,036	\$3,036	\$3,036	\$3,175
D&O/EPLI	\$18,000	\$18,000	\$21,931	\$24,369	\$27,470
Professional Liability	\$11,331	\$11,331	\$11,331	\$11,554	\$11,781
Cyber Liability	\$8,123	\$8,649	\$12,500	\$18,659	\$21,548
<b>Sub-Total</b>	<b>\$307,815</b>	<b>\$322,513</b>	<b>\$383,246</b>	<b>\$452,617</b>	<b>\$492,125</b>
Work Comp	\$383,844	\$421,657	\$374,614	\$409,773	\$391,615
<b>TOTALS</b>	<b>\$691,659</b>	<b>\$744,170</b>	<b>\$757,860</b>	<b>\$862,390</b>	<b>\$883,740</b>

### Notes:

- The General Liability exposures have been updated
- The fleet has newer more expensive vehicles
- Equipment schedule was updated

## CONSENT AGENDA - FOR ACTION

## Agenda Item III.A.5.

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

**Regular Meeting, October 17, 2022**

**Subject: STEM Facade – Change Order #1**

(Recommended by the superintendent)

That the board of education approve STEM additional brick replacements for change order #1 with Weatherproofing Technologies, Inc. for a total increase of \$20,823.84.

**Background Information**

STEM Façade Change Order #1 – 1. Replace additional brick at columns beyond the scope of work. Original contract allowance of 2,000 brick. A total of 2,377 brick were replaced.

The original (Contract Sum)	\$474,780.69
Net Change by previously authorized Change Orders	\$0.00
The contract sum prior to these Change Orders	\$474,780.69
The contract sum will be increased by these Change Orders in the amount of	\$20,823.84
The new contract sum including all Change Orders will be	\$495,604.53



**Weatherproofing Technologies, Inc.****PROJECT:**

5051143 - RICHFIELD PUBLIC SCHOOLS - 2022 RICHFIELD FACADE  
PROJECTS - STEM SCHOOL  
7020 12TH AVE S  
RICHFIELD, MN 55423

**OWNER CHANGE ORDER**

Change Order #: 1

Initiation Date: 08/31/2022

To Owner: RICHFIELD PUBLIC SCHOOLS ISD #280  
Address: 7020 12TH AVE S  
RICHFIELD, MN 55423  
Contract/PO Date: 05.19.2022  
Contract/PO#: P230026

The following is a change from the original scope of work for the above referenced job:

Scope Change Detail	\$ Amount
Replace additional brick at columns beyond the scope of work	\$20,823.84
Original contract allowance of 2,000 brick. A total of 2,377 brick were replaced. <b>TOTAL</b>	\$20,823.84

The original Contract Sum was	\$474,780.69
Net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$474,780.69
The amount Contract Sum will be adjusted by this Change Order in the amount of	\$20,823.84
The new Contract Sum, including this Change Order, will be	\$495,604.53
The Contract Time could be increased by (working days)	0
The Date of Substantial Completion as of the date of this Change Order, therefore, is	

**APPROVED BY:****Weatherproofing Technologies, Inc.****Owner:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_





**CONSENT AGENDA – FOR ACTION**

**Agenda Item III.B.**

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

**Regular Meeting October 17, 2022**

**Subject: PERSONNEL ITEMS**

(Recommended by superintendent)

That the board of education approve the following personnel items:

**Certified Full Time Resignation**

**Aliosky Garcia Sosa** – English as Second Language – Richfield Middle School  
Effective: 10/06/2022  
Years with District: 0

**Certified Full Time Unpaid Childcare Leave**

**Emma Clayton** – Social Studies – Richfield Dual Language School  
Unpaid Childcare Leave from 12/5/2022 – 1/27/2023

**Classified Part Time Paraprofessional Position for Employment**

**Naima Moalim** – Special Education Paraprofessional – RSTEM  
Effective 10/5/2022

**Yaquelin Sanchez Dominguez** – Managerial Paraprofessional – Sheridan Hills  
Effective 10/11/2022

**Stephanie Quiroz Hernandez** – Special Education Paraprofessional – Centennial  
Effective 10/3/2022

**Bailey Kretsinger** – Technology Paraprofessional – Districtwide  
Effective 10/17/2022

**Classified Part Time Facilities and Transportation Position for Employment**

**Luz Heras** – Building Cleaner – Sheridan Hills  
Effective 10/17/2022

**NEW BUSINESS - FOR ACTION**

**Agenda Item IV.A.**

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

**Regular Meeting, October 17, 2022**

**SUBJECT: 2022A General Obligation School Building Bond Bid Awards**

Recommended by the superintendent that the board of education approve the attached resolutions and the bid awards for the 2022A General Obligation School Building Bond.

**Background Information**

(Prepared by Craig Holje and James Gilligan)

Our consultants from Ehlers & Associates will present information related to the bids schedules to be received the morning of October 17 for the districts 2022A General Obligation School Building Bonds. The draft resolutions for the bid award is attached for your review. After bid results are received on October 17, the resolution will be updated to reflect final bid results and reflect the recommendation that will be presented at the school board meeting.

EXTRACT OF MINUTES OF MEETING  
OF THE SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 280  
(RICHFIELD PUBLIC SCHOOLS)  
HENNEPIN COUNTY, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 280 (Richfield Public Schools), Hennepin County, Minnesota, was duly held in the School District on October 17, 2022, commencing at 7:00 o'clock p.m.

The following members were present:

and the following were absent:

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION AWARDING THE SALE OF GENERAL  
OBLIGATION SCHOOL BUILDING BONDS, SERIES 2022A, IN  
THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF  
\$2,185,000; FIXING THEIR FORM AND SPECIFICATIONS;  
DIRECTING THEIR EXECUTION AND DELIVERY; AND  
PROVIDING FOR THEIR PAYMENT**

BE IT RESOLVED by the School Board (the “Board”) of Independent School District No. 280 (Richfield Public Schools), Hennepin County, Minnesota (the “District”), as follows:

Section 1.      Findings, Determinations; Sale of Bonds.

1.01      Background. It is hereby determined that:

(a)      At a duly called and regularly held special election on November 7, 2017, the voters of the District approved the issuance and sale by the District of general obligation bonds for the acquisition and betterment of school sites and facilities in the maximum principal amount of \$86,800,000 pursuant to Minnesota Statutes, Chapter 475, as amended (the “Act”).

(b)      The purpose of the bonds as approved by the voters is to provide financing for the acquisition and betterment of school sites and facilities, including the completion of construction or remodeling at all school sites and facilities to provide a more secure and safe learning environment; completion of various deferred maintenance projects at existing school sites and facilities; completion of parking lot reconfigurations and drop off and traffic flow improvements; the completion of construction, renovation or maintenance of classrooms, labs, cafeterias, kitchens, restrooms and administrative or other instructional spaces at all facilities; and construction of improvements to provide appropriate access within all facilities to comply with the Americans with Disabilities Act (collectively, the “Projects”).

(c)      On March 1, 2018, the District issued its General Obligation School Building Bonds, Series 2018A, in the principal amount of \$84,615,000 pursuant to the Act, in accordance with the authority granted by District voters, leaving a remaining unused voter-approved bond authority of \$2,185,000.

(d)      It is necessary and expedient to the sound financial management of the affairs of the District to issue its General Obligation School Building Bonds, Series 2022A (the “Bonds”), in the original aggregate principal amount of \$2,185,000, pursuant to the Act, to provide financing for the Projects.

(e)      By resolution adopted by the Board on September 6, 2022, the District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, which provides for payment by the State of Minnesota of the debt service on the Bonds in the event the District notifies the State of Minnesota of a potential default by the District in the timely payment of the debt service on the Bonds. The District understands that as a result of its covenant to be bound by said provisions, these provisions shall be binding as long as the Bonds remain outstanding.

(f)      The District is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale because the District has retained Ehlers and Associates, Inc. (the “Municipal Advisor”) to serve as the District’s independent municipal advisor

in connection with the sale of the Bonds. The actions of the District staff and the Municipal Advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award to the Purchaser and Interest Rates. The proposal of Robert W. Baird & Company, Inc., as syndicate manager (the “Purchaser”), to purchase the Bonds of the District is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$2,301,185.55 (par amount of the Bonds of \$2,185,000, plus original issue premium of \$123,396.05, less an underwriter’s discount of \$7,210.50), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2024	5.00%	2027	5.00%
2025	5.00%	2028	5.00%
2026	5.00%		

True interest cost: 3.1837943%

1.03. Purchase Contract. The execution and delivery of a Proposal Form, dated as of October 17, 2022 (the “Purchase Agreement”), between the District and the Purchaser, is hereby ratified and confirmed in the form set forth in EXHIBIT A to this resolution (the “Resolution”). The Bonds shall be issued and delivered in accordance with the terms and conditions of the Purchase Agreement and this Resolution. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the Treasurer in consultation with the Municipal Advisor. The Municipal Advisor is directed to receive and retain the good faith payment of the Purchaser in accordance with the terms of the Purchase Agreement, pending completion of the sale of the Bonds.

1.04. Terms and Principal Amounts of the Bonds. The District shall forthwith issue and sell the Bonds pursuant to the Act, in the total principal amount of \$2,185,000, originally dated November 10, 2022, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2024	\$595,000	2027	\$410,000
2025	\$390,000	2028	\$495,000
2026	\$295,000		

1.05. Schedule of Maturities. The schedule of maturities satisfies the requirements of Section 475.54, subdivision 1 of the Act.

1.06. Optional Redemption. The Bonds are not subject to optional redemption prior to their stated maturities.

## Section 2. Registration and Payment.

2.01. Registered Form. The Bonds shall be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.



2.02. Dates; Interest Payment Dates. Each Bond shall be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond shall be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond shall be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2023, to the registered owners of record thereof as of the close of business on the fifteenth day immediately preceding each interest payment date, whether or not such day is a business day.

2.03. Registration. The District shall appoint a bond registrar (the “Registrar”), authenticating agent (the “Authenticating Agent”), and paying agent (the “Paying Agent”). Except as specifically provided otherwise in Section 7 hereof, the effect of registration and the rights and duties of the District and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register (the “Bond Register”) in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred, or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name a Bond is registered in the Bond Register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner’s order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees, and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen, or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen, or lost the Registrar shall deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Registrar evidence satisfactory to it that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance, and amount satisfactory to it and as provided by law, in which both the District and the Registrar must be named as obligees. Bonds so surrendered to the Registrar shall be cancelled by the Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in whole in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed shall be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the Bond Register and, if publication of the notice of redemption is required by law, by publishing the notice of redemption as required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, shall not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption shall cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar, Paying Agent, and Authenticating Agent. The District appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. The Board Chair and the Clerk are authorized to execute and deliver, on behalf of the District, a contract with Bond Trust Services Corporation, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. Upon merger or consolidation of the Registrar, Paying Agent, and Authenticating Agent with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar, Paying Agent, and Authenticating Agent. The District agrees to pay the reasonable and customary charges of the Registrar, Paying Agent, and Authenticating Agent for the services performed. The District reserves the right to remove the Registrar, Paying Agent, or Authenticating Agent upon thirty (30) days' notice and upon the appointment of a successor Registrar, Paying Agent, or Authenticating Agent, in which event the predecessor Registrar, Paying Agent, or Authenticating Agent must deliver all cash and Bonds in its possession to the successor Registrar, Paying Agent, or Authenticating Agent and the Registrar must deliver the Bond Register to the successor Registrar. On or before three (3) business days prior to each principal or interest due date, without further order of the Board, the Treasurer must transmit to the Paying Agent money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication, and Delivery. The Bonds shall be prepared under the direction of the Clerk and executed on behalf of the District by the signatures of the Board Chair and the Clerk, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond shall not be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Authenticating Agent. Certificates of authentication on different Bonds need not be signed by the same representative of the Authenticating Agent. The executed certificate of authentication on a Bond

is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed, and authenticated the Clerk shall deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3.        Form of Bond.

3.01.    Execution of the Bonds. The Bonds shall be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02.    Approving Legal Opinion. The Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to accompany each Bond.

Section 4.        Payment; Security; Funds; Pledges and Covenants.

4.01.    Debt Service Fund. The Bonds shall be payable from the General Obligation School Building Bonds, Series 2022A Debt Service Fund (the “Debt Service Fund”) hereby created, and the proceeds of ad valorem taxes hereinafter levied are hereby pledged to the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Bonds shall be deposited in the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There is appropriated to the Debt Service Fund amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02.    Construction Fund. The District hereby creates the General Obligation School Building Bonds, Series 2022A Construction Fund (the “Construction Fund”). Proceeds of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and the appropriation, if any, made in accordance with Section 4.01 hereof) shall be deposited in the Construction Fund and used solely to pay the costs of the Projects. Any balance remaining in the Construction Fund after completion of the Projects may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Bonds for such new use and purpose, or credited to the Debt Service Fund or other District debt service fund, all in accordance with Section 475.65 of the Act.

4.03.    General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith and credit and taxing powers of the District are hereby irrevocably pledged. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Treasurer must pay such principal or interest from the general fund of the District, and the general fund shall be reimbursed for those advances out of the proceeds of the Taxes (as hereinafter defined) levied herein, when collected.

4.04.    Pledge of Taxes. For the purpose of paying the principal of and interest on the Bonds, there are levied direct annual irrepealable ad valorem taxes (the “Taxes”) upon all of the taxable property in the District, to be spread upon the tax rolls and collected with and as part of other general taxes of the District. The Taxes shall be credited to the Debt Service Fund above provided and shall be levied in the years and amounts attached hereto as EXHIBIT C to this Resolution, and, in the event the Taxes so levied are ever insufficient to pay the principal of and interest on the Bonds, additional Taxes are hereby authorized to be levied without limitation as to rate or amount. Said tax levies shall be irrevocable as long as any of the Bonds are outstanding and unpaid, provided that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by the Act (specifically, Section 475.61 of the Act).

4.05. Debt Service Coverage. It is determined that the estimated collection of Taxes levied in accordance with Section 4.04 hereof shall produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies herein provided shall be irrevocable until all of the Bonds are paid, provided that at the time the District makes its annual tax levies the Treasurer may certify to the Auditor/Treasurer of Hennepin County, Minnesota (the "County Auditor") that the District made an irrevocable appropriation of a specified amount to the Debt Service Fund of money actually on hand or if there is on hand any excess amount in the Debt Service Fund and the County Auditor shall reduce by the amount so certified the amount otherwise to be included in the rolls next thereafter prepared.

4.06. Registration of Resolution. The Clerk is authorized and directed to file a certified copy of this Resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. District Proceedings and Records. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other certificates, affidavits, and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, shall be deemed representations of the District as to the facts stated therein.

5.02. Certification as to Official Statement. The Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, are authorized and directed to certify that they have examined the final Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the final Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the final Official Statement and further that said final Official Statement did not (as of the date of the final Official Statement) and does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the final Official Statement is to be used, or which is necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

5.03. Other Certificates. The Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the District or incumbency of its officers, at the closing the Board Chair, the Clerk, and the Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Payment of Costs of Issuance. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, National Association on the closing date for further distribution as directed by the Municipal Advisor.

5.05. Electronic Signatures. The electronic signatures of the Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, to this Resolution and any document or certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the District thereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 6.      Tax Covenants.

6.01.    Tax-Exempt Bonds. The District shall comply with all the necessary requirements and take all necessary actions (or decline to take prohibited actions) to ensure that interest on the Bonds shall not be includable in gross income for federal income tax purposes under Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Treasury Regulations promulgated thereunder (the “Regulations”). The District covenants and agrees with the holders from time to time of the Bonds that it shall not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to federal income taxation under the Code and the Regulations, in effect at the time of such actions, and that it shall take or cause its officers, employees, or agents to take all affirmative action within their powers that may be necessary to ensure that such interest shall not become includable in gross income for federal income tax purposes under the Code and applicable Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02.    Continuing Requirements. The District shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code including, without limitation, requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States. The Board Chair, the Clerk, and the Treasurer, being officers of the District charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates, and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the “gross proceeds” of the Bonds will not be used in a manner that would cause the Bonds to be “arbitrage bonds” within the meaning of the Code and the Regulations. The District covenants and agrees to retain such records, make such determinations, file such reports and documents, and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement in accordance with one of the spending exceptions set forth in Section 1.148-7 of the Regulations. The District shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

6.03.    Not Private Activity Bonds. The District further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be determined to constitute “private activity bonds,” within the meaning of Sections 103 and 141 through 150 of the Code and the applicable Regulations promulgated thereunder.

6.04.    Qualified Tax-Exempt Obligations. The District hereby designates the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the District makes the following factual statements and representations:

- (a)      the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b)      the District designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c)      the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which shall be issued by the District (and all subordinate entities of the District) during calendar year 2022 shall not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the District during calendar year 2022 shall be designated for purposes of Section 265(b)(3) of the Code.

Section 7. Book-Entry System; Limited Obligation of District.

7.01. DTC. The Bonds shall be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the District, the Registrar, and the Paying Agent shall have no responsibility or obligation to any broker-dealers, banks, and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption; or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The District, the Registrar, and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments shall be valid and effectual to fully satisfy and discharge the District’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” shall refer to such new nominee of DTC; and upon receipt of such a notice, the Clerk shall promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The District has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the District with respect to the Bonds shall agree to take all action necessary for all representations of the District in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the District, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the District shall notify DTC, whereupon DTC shall notify the Participants, of the availability through DTC of Bond certificates. In such event the District shall issue, transfer, and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the District shall issue and the Registrar

shall authenticate Bond certificates in accordance with this resolution and the provisions hereof shall apply to the transfer, exchange, and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond shall be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. For purposes of this Section, "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Board Chair and Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. District Compliance with Provisions of Continuing Disclosure Certificate. The District hereby covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this section.

Section 9. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the holders of the Bonds shall cease, except that the pledge of the full faith and credit of the District for the prompt and full payment of the principal of and interest on the Bonds shall remain in full force and effect. The District may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

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The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.



## EXHIBIT A

### PURCHASE AGREEMENT

### PROPOSAL FORM

The School Board  
Independent School District No. 280 (Richfield Public Schools), Minnesota (the "District")

October 17, 2022

RE: \$2,185,000\* General Obligation School Building Bonds, Series 2022A (the "Bonds")

DATED: November 10, 2022

For all or none of the above Bonds, in accordance with the Terms of Proposal and terms of the Global Book-Entry System (unless otherwise specified by the Purchaser) as stated in this Official Statement, we will pay you \$ 2,300,916.90 (not less than \$2,185,000) plus accrued interest to date of delivery for fully registered Bonds bearing interest rates and maturing in the stated years as follows:

<u>5.00</u>	% due	2024	<u>5.00</u>	% due	2026	<u>5.00</u>	% due	2028
<u>5.00</u>	% due	2025	<u>5.00</u>	% due	2027			

\* The District reserves the right to increase or decrease the principal amount of the Bonds on the day of sale, in increments of \$5,000 each. Increases or decreases may be made in any maturity. If any principal amounts are adjusted, the purchase price proposed will be adjusted to maintain the same gross spread per \$1,000.

The rate for any maturity may not be more than 2.00% less than the rate for any preceding maturity. (For example, if a rate of 4.50% is proposed for the 2024 maturity, then the lowest rate that may be proposed for any later maturity is 2.50%.) All Bonds of the same maturity must bear interest from date of issue until paid at a single, uniform rate. Each rate must be expressed in an integral multiple of 5/100 or 1/8 of 1%.

A good faith deposit ("Deposit") in the amount of \$43,700 shall be made by the winning bidder by wire transfer of funds. Such Deposit shall be received by Ehlers no later than two hours after the proposal opening time. Wire transfer instructions will be provided to the winning bidder by Ehlers after the tabulation of proposals. The District reserves the right to award the Bonds to a winning bidder whose wire transfer is initiated but not received by such time provided that such winning bidder's federal wire reference number has been received by such time. In the event the Deposit is not received as provided above, the District may award the Bonds to the bidder submitting the next best proposal provided such bidder agrees to such award. The Deposit will be retained by the District as liquidated damages if the proposal is accepted and the Purchaser fails to comply therewith. We agree to the conditions and duties of Ehlers and Associates, Inc., as escrow holder of the Deposit, pursuant to the Terms of Proposal. This proposal is for prompt acceptance and is conditional upon delivery of said Bonds to The Depository Trust Company, New York, New York, in accordance with the Terms of Proposal. Delivery is anticipated to be on or about November 10, 2022.

This proposal is subject to the District's agreement to enter into a written undertaking to provide continuing disclosure under Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 as described in the Preliminary Official Statement for the Bonds.

We have received and reviewed the Official Statement, and any addenda thereto, and have submitted our requests for additional information or corrections to the Final Official Statement. As Syndicate Manager, we agree to provide the District with the reoffering price of the Bonds within 24 hours of the proposal acceptance.

This proposal is a firm offer for the purchase of the Bonds identified in the Terms of Proposal, on the terms set forth in this proposal form and the Terms of Proposal, and is not subject to any conditions, except as permitted by the Terms of Proposal.

By submitting this proposal, we confirm that we are an underwriter and have an established industry reputation for underwriting new issuances of municipal bonds. YES: X NO:       

If the competitive sale requirements are not met, we elect to use either the:        10% test, or the        hold-the-offering-price rule to determine the issue price of the Bonds.

Account Manager: Robert W. Baird & Co

By: Peter Anderson

Account Members: Syndicate Members

Award will be on a true interest cost basis. According to our computations (the correct computation being controlling in the award), the total dollar interest cost (including any discount or less any premium) computed from November 10, 2022 of the above proposal is \$ 226,664.35 and the true interest cost (TIC) is 3.183985 %.

The foregoing offer is hereby accepted by and on behalf of the School Board of Independent School District No. 280 (Richfield Public Schools), Minnesota, on October 17, 2022.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

\* Subsequent to bid opening the individual maturity amounts were adjusted.  
Adjusted Price - \$2,301,185.55      Adjusted Net Interest Cost - \$227,145.70      Adjusted TIC - 3.1837%

**EXHIBIT B**  
**FORM OF BOND**

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF HENNEPIN  
INDEPENDENT SCHOOL DISTRICT NO. 280  
(RICHFIELD PUBLIC SCHOOLS)

GENERAL OBLIGATION SCHOOL BUILDING BONDS  
SERIES 2022A

No. R-\_\_\_\_\_ \$ \_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
5.000%	February 1, 20__	November __, 2022	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Independent School District No. 280 (Richfield Public Schools), a duly organized and existing school district in Hennepin County, Minnesota (the “District”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount specified above, on the Maturity Date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2023, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Registrar, Paying Agent, and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged.

The Bonds are not subject to optional redemption prior to their stated maturities.

This Bond is one of an issue in the aggregate principal amount of \$2,185,000 all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the School Board of the District (the “Board”) on October 17, 2022 (the “Resolution”), for the purpose of providing money to aid in financing the acquisition and betterment of school sites and facilities, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, pursuant to authority granted by the voters of the District at a duly called and regularly held special election on November 7, 2017. The principal hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for

a full statement of rights and powers thereby conferred. The full faith and credit of the District are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the District in the event of any deficiency of ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The Board has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), relating to the disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

The District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, and to guarantee the payments of the principal of and interest on this Bond when due, pursuant to said statute.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the District shall cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee, or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED, AND AGREED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed preliminary to and in the issuance of this Bond in order to make this Bond a valid and binding general obligation of the District in accordance with its terms, have been done, do exist, have happened, and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Independent School District No. 280 (Richfield Public Schools), Hennepin County, Minnesota, by its School Board, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Board Chair and Clerk and has caused this Bond to be dated as of the date set forth below.

Dated: November \_\_, 2022

**INDEPENDENT SCHOOL DISTRICT NO. 280  
(RICHFIELD PUBLIC SCHOOLS), HENNEPIN  
COUNTY, MINNESOTA**

\_\_\_\_\_  
(Facsimile)  
Board Chair

\_\_\_\_\_  
(Facsimile)  
Clerk

\_\_\_\_\_  
**CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

**BOND TRUST SERVICES CORPORATION**

By \_\_\_\_\_  
Its Authorized Representative

## ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

\_\_\_\_\_

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STEMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not transfer this Bond unless the information concerning the assignee requested below is provided.

Name and Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Include information for all joint owners if this Bond is held by joint account.)

Please insert federal identification or other identifying number of assignee

\_\_\_\_\_

### PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
November __, 2022	Cede & Co. Federal ID #13-2555119	_____

## EXHIBIT C

### TAX LEVY SCHEDULE

<b>TAX LEVY CALCULATION</b>	<b>Issue ID#</b>	<b>341145</b>
<b>Independent School District No. 280</b>	<b>Dated Date:</b>	<b>11/10/2022</b>
<b>(Richfield Public Schools), MN</b>		
<b>\$2,185,000 General Obligation School Building Bonds, Series 2022A</b>	<b>Call Date:</b>	<b>Non-Callable</b>

Tax Levy Year	Tax Collect Year	Bond Pay Year	Total P & I	P & I @ 105%	Net Levy		
2022	/	2023	/	2024	728,831.25	765,272.81	765,272.81
2023	/	2024	/	2025	469,500.00	492,975.00	492,975.00
2024	/	2025	/	2026	355,000.00	372,750.00	372,750.00
2025	/	2026	/	2027	455,250.00	478,012.50	478,012.50
2026	/	2027	/	2028	519,750.00	545,737.50	545,737.50
Totals					2,528,331.25	2,654,747.81	2,654,747.81



STATE OF MINNESOTA                    )  
  )  
COUNTY OF HENNEPIN                ) ss.  
  )  
INDEPENDENT SCHOOL                 )  
DISTRICT NO. 280                     )

I, the undersigned, being the duly qualified Clerk of Independent School District No. 280 (Richfield Public Schools), Hennepin County, Minnesota (the “District”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the School Board of the District held on the date specified above, with the original minutes on file in my office, and the extract is a full, true, and correct copy of the minutes insofar as they relate to the issuance and sale of the District’s General Obligation School Building Bonds, Series 2022A, in the original aggregate principal amount of \$2,185,000.

WITNESS My hand officially as such Clerk this \_\_\_\_\_ day of October 2022.

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Clerk of the School Board  
Independent School District No. 280  
(Richfield Public Schools), Hennepin County, Minnesota



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

**Agenda Item VII.B.**

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

**Regular Meeting, October 17, 2022**

**Subject: Superintendent Update**

The Superintendent will welcome new school board student representatives. Volunteer Coordinator Will Wlitzlo will provide an update on recent changes to the volunteer programming in the District.

**Attached:**

Student Representative Welcome  
Volunteer Program Presentation

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

**Agenda Item VII.B.1.**

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

**Regular Meeting, October 17, 2021**

**Subject: Welcome Student Board Representatives**

At the most recent meeting, the RPS school board welcomed back Elsy Cruz Parra, now a senior, who served as a student representative last school year. The RPS school board would now like to welcome two new student representatives:

Chimdalú Dibua, junior  
Paola Hernández Zúñiga, junior

*Enriching and accelerating learning*



## **Volunteer Program Development Update:**

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Will Wlizlo, ~~Safe Routes to School~~  
Volunteer Coordinator

[william.wlizlo@rpsmn.org](mailto:william.wlizlo@rpsmn.org)

(612) 798-6055

*Enriqueciendo y acelerando el aprendizaje*

# Some Context to Start



**RICHFIELD**  
PUBLIC SCHOOLS

## Why is this happening?

- Richfield Realized (Strategic Plan)
- Other community feedback
- COVID-19
- Previous processes needed improvement and further systematization





### What has been happening?

- Part-time volunteer coordinator
- Research other districts
- Stakeholder meetings
- Interim guidance in Spring 2022
- Initial technology buildout in Summer 2022
- Soft rollout and testing in Fall 2022

# Enter the Matrix



**RICHFIELD**  
**PUBLIC SCHOOLS**

## Volunteer Safety Measures Matrix - Richfield Public Schools


[illegible]

# New Intake Form



**RICHFIELD**  
PUBLIC SCHOOLS

- Smartsheet
- Contact Info, Locations, Interests, and more
- Dynamic questions
- Improve user experience

**RICHFIELD**  
PUBLIC SCHOOLS

## Volunteer Interest Form

**First Name \***  
*Nombre propio*

**Last Name \***  
*Apellido(s)*

**Communication Preference**  
*Preferencia de idioma*

☐ English / Inglés    ☐ Spanish / Español

**Email \***  
*Correo electrónico*

(If you do not have an email address, please contact Will Wlizlo, Volunteer Coordinator, at 612-798-6055. *Si no tiene correo electrónico, por favor contacte con Will Wlizlo, Coordinador de voluntarios, al 612-798-6055.*)

# Smartsheet Tracking, Workflows, Reports



**RICHFIELD**  
PUBLIC SCHOOLS



Search...

File Automation Forms

Volunteer Interest & Approval

Share

Grid View Filter

Arial 10

	First	Last	Email	Phone	BGC Consent?	Watched Intro Video?	Read Volunteer Manual?	BGC Status?
1	Jan				Yes, I consent	Sent	Not Necessary	Unsent
2	Susan				Yes, I consent	Watched	Not Necessary	Unsent
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The screenshot shows a YouTube video player interface. At the top left is the YouTube logo and a search bar. The video title 'VOLUNTEER INTRODUCTION' is centered in large white text on a red background. Below the video, the channel name 'RICHFIELD PUBLIC SCHOOLS' is displayed. The video progress bar shows 0:03 / 6:46. The bottom control bar includes play, next, volume, and full screen buttons. A watermark 'Watchable by rpsmn.org.' is visible at the bottom left.

YouTube

Search

**VOLUNTEER INTRODUCTION**

RICHFIELD PUBLIC SCHOOLS

0:03 / 6:46

Watchable by rpsmn.org.

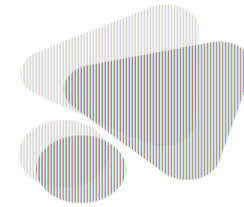
# Background Checks

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**RICHFIELD**  
PUBLIC SCHOOLS

- Trusted Employees
- Criminal History, Sex-Offender Database
- Personal information not retained by district



**TRUSTED**  
**Employees**  
HIRE WITH CONFIDENCE

# Testing

---



**RICHFIELD**  
PUBLIC SCHOOLS

- Progressing through schools and programs
- English and Spanish testing
- Responding to new ideas and more complex processes
- Volunteer interest form is public but not yet widely communicated
- Thanks to all staff and community members who've helped with testing!



**EVERY MEAL**  
FIGHTING CHILD HUNGER



# What's Next?

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**RICHFIELD**  
PUBLIC SCHOOLS

- Ongoing testing and iteration
- Additional materials, translations, polish
- Communication materials
- Wider recruitment if needed, conditions allow
- Tracking and recognition
- Ongoing improvement and development

*Enriching and accelerating learning*



**RICHFIELD**  
**PUBLIC SCHOOLS**

**Thank you!**

Will Wlizlo, Safe Routes to School  
AND Volunteer Coordinator

[william.wlizlo@rpsmn.org](mailto:william.wlizlo@rpsmn.org)

(612) 798-6055

*Enriqueciendo y acelerando el aprendizaje*

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

**Agenda Item VII.C.**

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

**Regular Meeting, October 17, 2022**

**Subject: Commendation**

RPS would like to commend RMS teachers Andy Root and Katie Stephens for participating in the Assessment Committee Meetings for the MN Department of Education. It is essential to have input from current educators in the process of creating quality assessments at the state level. Thank you to Andy and Katie for putting their time and expertise toward this endeavor!

**OLD BUSINESS – FOR REVIEW**

**Agenda Item VIII.A.**

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

**Regular Meeting, October 17, 2022**

**Subject: Leasing School Space**

(Recommended by the superintendent)

A third read of Policy 803: Leasing School Space and Administrative Guideline 803.1. Edits have been made to adhere to District branding and style guidelines and to add relevant legal and policy references.

**Attachments:**

Policy 803: Leasing School Space - redlined  
Administrative Guideline 803.1 - redlined

**RICHFIELD PUBLIC SCHOOLS**  
**LEASING SCHOOL SPACE**

**I. PURPOSE**

This policy provides the general conditions for the leasing of excess space by the school district.

**II. GENERAL STATEMENT OF POLICY**

~~The~~ Richfield Public Schools exists for the purpose of providing educational services to its residents. Therefore, it is the policy of the school district that only the space not used for educational programs may be made available for lease.

The preference for the leasing of space shall be given non-profit organizations and those organizations whose activities help to facilitate the mission of the school district. Space may be leased to commercial enterprises where applicable laws and regulations permit.

The lease rate at a minimum shall cover the tenant's portion of the annual operational cost of the facility and the use of the proceeds shall be in compliance with all Minnesota statutes.

The superintendent or ~~his/her~~ designee is authorized to negotiate lease agreements and sign contracts approved by the ~~Board~~board.

This policy is not meant to govern hourly use of school facilities by permit, which is covered in Policy 979: Community Use of School Facilities and Grounds.

**Legal References:**

Minn. Stat. § 123B.51 (Schoolhouses and Sites; Use for School and Nonschool Purposes; Closings)

**Cross References:**

Policy 979: Community Use of School Facilities and Grounds

~~ADOPTED-RATIFIED~~ BY THE BOARD OF EDUCATION: September 2, 1980

~~AMENDED-REVISED~~ BY THE BOARD OF EDUCATION: October 6, 1980, June 18, 1990, September 5, 2000, March 21, 2005

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| 1 REVIEWED AND REAFFIRMED BY THE BOARD OF EDUCATION: September  
2 19, 2016  
3

**RICHFIELD PUBLIC SCHOOLS**

**ADMINISTRATIVE GUIDELINES**

**LEASING SCHOOL SPACE**

**I. PURPOSE**

The purpose of this administrative guideline is to assist in the implementation of Board Policy 803-~~7~~ Leasing School Space.

**II. RULES AND REGULATIONS**

**A. Declaration of Excess Space**

1. Space not used for educational programs may be made available for lease.
2. The ~~Business Manager~~Chief HR and Administrative Officer, or designee, shall coordinate efforts to determine if excess space is available for lease.

**B. Lease Procedures**

1. Requests for lease of space shall be forwarded to the ~~Business Manager~~Chief HR and Administrative Officer or designee.
2. The prospective tenant shall provide in writing a complete description of their organization and a detailed explanation of how the space will be used including times of day, personnel, parking requirements, traffic volume, and any special needs.
3. The preference shall be given non-profit organizations and those organizations whose activities help to facilitate the mission of the school district.
4. The prospective tenant shall be given a standard lease form for signature by the responsible authority.
5. The request will be reviewed by the ~~Business Manager~~Chief HR and Administrative Officer, or designee, with a recommendation to the ~~School School Board~~board.
6. The approved recommendations shall be submitted to the ~~School school Board~~board with a lease signed by the prospective tenant.

7. The ~~Business Manager~~Chief HR and Administrative Officer, or designee, shall have the authority to approve the annual renewal of a ~~Standard-standard Lease-lease Agreement~~agreement.

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C. Initial Lease Request Review and Renewal Agreement Considerations

1. The compatibility of the organization's use of the space with the ~~Board-board~~ policy governing lease of space.
2. The compatibility of the organization with other building occupants and neighbors.
3. The financial stability including credit history and timely rental payments of the organization and its ability to fulfill the terms of the lease.
4. The organization's need to make building modifications and their ability to reverse those changes should the space be needed for another use.
5. Special needs the organization may have which exceed the usual and customary services provided by the District as part of the lease.
6. Applicants ability to provide certificates of combined single limit insurance coverage with a minimum limit of \$500,000.
7. An adverse determination or review of the above considerations shall be cause to deny the leasing of space or renewal of a previously approved standard lease agreement to an organization.

D. Compensation

1. The ~~Board-board~~ of ~~Education-education~~ shall review and establish the lease rate based on an annual amount per square foot.
2. Adjustments in the established rate to reflect special conditions shall be approved by the ~~Board-board~~ of ~~Educationeducation~~.
3. Rent shall be paid monthly or as otherwise provided in the lease.
4. The ~~School~~District may require a \$1000 damage deposit at the signing of the ~~Standard-standard Lease-lease Agreement~~agreement. The deposit may be used for but not limited to the restoration of the leased space to its original condition at the termination of the lease.

E. Use of Proceeds

In accordance with Minnesota Statute 123B.51, Subd. 4, the use of lease revenue is site specific and should first be used to support the ongoing maintenance including capital repairs of the facility generating the revenue. The revenues in excess of these expenditures shall be used to retire the outstanding debt of that facility after which the revenues may be used for the betterment of other school facilities.

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#### I. STANDARD LEASE AGREEMENT

- A. The standard lease agreement form is available in the Business-District Office. Specific changes to the standard agreement as agreed to by both parties shall be contingent upon final approval by the School-school Boardboard.
- B. The lease termination date should be June 30 to facilitate District planning for school year space need.

Dated: September 5, 2000  
Reviewed: October 17, 2016  
Revised: March 21, 2005, October 17, 2016

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

**Regular Meeting, October 17, 2022**

**Subject: Energy Management Conservation**

(Recommended by the superintendent)

A second read of Policy 804: Energy Management Conservation and Administrative Guideline 804.1. Edits have been made to adhere to District branding and style guidelines as well as to align to current practices.

**Attachments:**

Policy 804: Energy Management Conservation - redlined  
Administrative Guideline 804.1 - redlined

**RICHFIELD PUBLIC SCHOOLS**  
**ENERGY MANAGEMENT CONSERVATION**

**I. PURPOSE**

The ~~School~~-District is responsible for the efficient use of its natural resources and shall provide leadership in developing a realistic energy ethic in the operation of its facilities to conserve on energy while maintaining a comfortable environment.

**II. GENERAL STATEMENT OF POLICY**

The success of this policy is the joint responsibility of the board members, administrators, teachers, students and support personnel and is based on their cooperation. Every student and employee is expected to contribute to energy efficiency and be an "energy saver" as well as an "energy consumer."

The ~~district~~-District shall provide information to the ~~School~~-school Board board on the progress of the energy conservation program and its goals.

The school principal shall be accountable for energy conservation in their building~~which will be made a part of the principal's annual evaluation.~~

The superintendent is directed to develop the necessary administrative guidelines to implement energy awareness and conservation.

~~ADOPTED-RATIFIED~~ BY THE BOARD OF EDUCATION:

February 9, 2004

REVIEWED AND REAFFIRMED BY THE BOARD OF EDUCATION:

August 21, 2006

REVISED BY THE BOARD OF EDUCATION

~~November 21, 2016~~

November 21, 2016

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**RICHFIELD PUBLIC SCHOOLS**  
**ADMINISTRATIVE GUIDELINES**  
**ENERGY CONSERVATION MANAGEMENT**

**I. INTRODUCTION**

The purpose of these administrative guidelines is to assist in the implementation of Board Policy ~~804: pertaining to~~ Energy Management Conservation.

**II. OBJECTIVES**

The energy management objectives shall:

Eliminate energy waste

Ensure the comfort of the students and staff

Ensure acceptable indoor air quality per industry standards

**III. RESPONSIBILITIES**

**A. Principal Responsibility**

1. The principal is responsible for the total energy usage of the building.
2. The principal shall be responsible for limiting the use of electrical appliances on the school premise such as refrigerators, microwaves, coffee pots, fans, space heaters, desk lamps and hot plates to a reasonable level.
3. The principal shall assure ~~that all electrical appliances as noted above are located in the school lounge (s) or lunchroom (s) and~~ have a commercial rating or are equipped with a three prong plug for fire code compliance.  
~~Exceptions to the location of approved appliances shall be at the discretion of the school principal.~~
4. Electrical appliances shall be unplugged when not in use. Refrigerators shall be unplugged and defrosted over all breaks during the school year and the summer months.

**B. Teacher Responsibility**

1. The teacher is responsible for implementing the guidelines during the time present in the classroom.
2. Teachers should make certain that lights are turned off when leaving an empty classroom.
3. Classroom doors and windows shall remain closed during the school day when the HVAC is operating.

C. Custodian Responsibility

1. The custodian is responsible for control of common areas, (i.e. halls, cafeteria, etc.).
2. The custodian is typically the last person to leave a building in the evening, and is responsible for verification of the nighttime shutdown.
3. The head custodian at each school will be responsible for a complete and total shutdown of the facility when closed each evening.
4. The custodian shall ensure doors between conditioned space and non-conditioned space remain closed at all times (i.e. between hallways and gym or pool area).
5. All lights will be turned off when students and teachers leave school. Custodians will turn on lights only in the areas in which they are working.
6. All exhaust fans should be turned off every day during unoccupied hours.
7. All outside lighting shall be off during daylight hours.

~~D. Energy Manager Responsibility~~

- ~~1. The Energy Manager shall perform routine audits of all facilities and communicate the audit results to the appropriate personnel.~~
- ~~2. The Energy Manager shall provide regular reports to Principals indicating performance with regards to energy savings.~~

E. General

1. Every person is expected to be an “energy saver” as well as an “energy consumer.”
2. All unnecessary lighting in unoccupied areas shall be turned off.
3. Gym lights should not be left on unless the gym is being utilized.



4. Refrain from turning lights on unless definitely needed. Remember that lights not only consume electricity, but also give off heat which places an additional load on the air conditioning equipment and thereby increases the use of electricity necessary to cool the room.
5. All office machines (copy machines, laminating equipment, etc.) shall be switched **off** each night and during unoccupied times. Fax machines should remain on.
  - A. All computers should be turned **off** each night. This includes the monitor, local printer, and speakers. Network equipment is excluded.
  - B. All capable PC's should be programmed for the "energy saver" mode using the power management feature. If network constraints restrict this for the PC, ensure the monitor "sleeps" after 10 minutes of inactivity.

**Cooling Season Occupied Set Points: 75°F**

**Heating Season Occupied Set Points: 70°F**

#### **IV. AIR CONDITIONING EQUIPMENT**

- A. Occupied temperature settings shall NOT be set below 75°F.
- B. During unoccupied times, the air conditioning equipment shall be **off**. The unoccupied period begins when the students and staff leave the area at the end of the school day.
- C. Air conditioning start times may be adjusted (depending on weather) to ensure classroom comfort when school begins.
- D. Ceiling fans should be operated in all areas that have them.
- E. Relative humidity levels shall not exceed 60% at any time.
- F. Air conditioning should not be utilized in classrooms during the summer months unless the classrooms are being used for summer school or year-round school.
- G. In areas which have evaporative coolers such as shops, kitchens, and gymnasiums, the doors leading to halls which have air conditioned classrooms or dining areas should be kept closed as much as possible.
- H. Where cross-ventilation is available during periods of mild weather, shut down HVAC equipment and open the windows and doors. Cross-ventilation

is defined as having windows and/or doors to the outside on two sides of a room.

**V. HEATING EQUIPMENT**

A. Occupied temperature settings shall NOT be above 70°F.

B. The unoccupied night set-back temperature shall be adjusted to ~~a~~55°F. This may be adjusted during extreme weather.

C. The unoccupied time shall begin when the students and staff leave an area.

D. During the spring and fall when there is no threat of freezing, all steam and forced air heating systems should be switched off during unoccupied times. Hot water heating systems should be switched off using the appropriate loop pumps.

E. ~~Ensure all~~ All domestic hot water systems ~~are~~ shall be set no higher than 120°F or 140°F for cafeteria service (with dishwasher booster).

Dated: 02-09-04

Reviewed:

Revised: 08-21-06

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

**Regular Meeting, October 17, 2022**

**Subject: Closing of Playgrounds**

(Recommended by the superintendent)

A second read of Policy 852: Closing of Playgrounds. Upon a third read of this policy at the next board meeting, the superintendent will recommend **repealing** Policy 852 and moving the language to section III.E. of Policy 979: Community Use of School Facilities and Grounds.

**Attachments:**

Policy 852: Closing of Playgrounds

Policy 979: Community Use of School Facilities and Grounds - redlined

**RICHFIELD PUBLIC SCHOOLS**

**CLOSING OF PLAYGROUNDS**

It shall be the policy of the Board of Education of Independent School District No. 280 that all playgrounds, playing fields, spectator stands, or other recreational facilities located on Richfield Public School property shall be closed to the public at 11:00pm every day.

***Legal References:*** Minn. Stat. §466.03, subd. 6e

ADOPTED BY THE BOARD OF EDUCATION: October 16, 1989

REVIEWED BY THE BOARD OF EDUCATION: December 2, 1997;  
September 16, 2002  
November 21, 2016

REVISED BY THE BOARD OF EDUCATION: November 21, 2016

**RICHFIELD PUBLIC SCHOOLS**

**COMMUNITY USE OF SCHOOL FACILITIES & GROUNDS**

I. GOAL OF THE RICHFIELD PUBLIC SCHOOLS REGARDING COMMUNITY USE OF SCHOOL FACILITIES

It is the desire of the Richfield School Board that school facilities be made available for cultural, recreational and educational activities.

II. DEFINITIONS

- A. School grounds consist of the area outside the school buildings and includes, but are not limited to parking lots, athletic fields, tennis courts and running track.
- B. Centennial, Sheridan Hills and Richfield STEM fields and high school tennis courts are designated as open areas. Unless previously scheduled, these areas are available for use by individuals or small groups on a casual, recreational basis without a permit.
- C. Richfield High School stadium and baseball field, Richfield Middle School Fields and Lyndale Fields are designated as secure areas, available for use on a permit basis.

III. RULES AND REGULATIONS IMPLEMENTING BOARD POLICY

Permits will be issued on a one hour minimum. For the purpose of definition:

- A Richfield group, organization or activity shall consist of 75% or more of school district residents.
- A large group consists of 30 or greater people
- A small group consists of fewer than 30 people

The category of a group using school space will be determined by the Facilities Use Office. If a group disagrees with the level assigned they can request a review by the superintendent or District Office designees. The assigned level will be reviewed and the superintendent will make a final determination of the group's category for the purpose of implementing the policy.

- A. Groups Permitted to Request Use of Facilities:  
Access to district facilities by group is prioritized as follows: Category 1, Category 2, Category 3, Category 4, and Category 5.

Category 1 - Richfield Public Schools/City of Richfield  
(Highest priority listed first)

- a. Educational E-12 programs and co-curricular activities
- b. Community Education
- c. School building and/or district parent involvement programs
- d. Functions of school-related organizational meetings

- e. Richfield Public Schools reunions and other approved alumni events
- f. City government use
- g. Parks and recreation
- h. Essential Community Activities, including city-wide elections and party caucuses on sanctioned dates

Category 2 - Richfield Youth Organizations and Activities

- a. Richfield youth organization activities for small groups after school
- b. Richfield Youth Organizations (e.g. Richfield Baseball, Inc., Richfield Boys Basketball Association, Richfield Girls Basketball Association, Richfield Soccer Association, etc.)
- c. Youth athletic organizations as recommended by athletic director and approved by the superintendent (athletic feeder programs, etc.)

Category 3 - Richfield Non-Profit Community Organizations and Activities

- a. Richfield special interest groups
- b. Richfield youth organization activities for large groups
- c. Richfield organizations
- d. Richfield faith communities
- e. Resident personal use
- f. Political conventions and meetings, not on sanctioned dates

Category 4 - Other Non-Profit Organizations

- a. Non-Richfield organizations
- b. Non-Richfield interest groups
- c. Universities, colleges, vocational technical schools

Category 5 - For Profit Organizations

- a. Groups who want to use buildings or grounds for educational or recreational activities
- b. Buildings and grounds may NOT be used for advertising, to make a profit, or for commercial enterprise.

B. Fund Raising Activities and Events

Any category #3 or #4 user group will be charged the category #5 rates for fund raising activities and events which occur on Saturday, Sunday or holidays, when an admission fee is charged.

C. Permit Required

- 1. Buildings are not to be opened or equipment provided unless a permit has been signed and approved and the equipment needed has been requested in the permit.

2. Cancellation of a building use permit should be made at least 72 hours before the event or facility rental charges and staffing costs will be assessed.
  3. The permit use of school facilities is offered on an hourly basis during periods when they are not being used. Permit use is not intended to govern long-term rental of excess school space. Such use is covered in Board Policy 803 – Rental of School Space. Persons interested in leasing school property should contact the School District Business Manager.
  4. After the request has been approved it becomes a contract with the applicant and/or organization. It may not be sublet or transferred to another individual or organization.
- D. Approving of Permits
1. Permits for athletic spaces are approved in 4-month cycles to ensure Category 1 and Category 2 permits are fulfilled. July-October permit requests will be reviewed on/or before June 1. November – February permit requests will be reviewed on/or before October 1. March-June permit requests will be reviewed on/or before February 1.
  2. Permits for non-athletic spaces will be reviewed on/or before June 30 for the upcoming school year. This ensures all Richfield School District requests are fulfilled for the year.
  3. Priority will be given to category 1 and category 2 and then by the date of application.
  4. There may be circumstances where a Richfield School District activity needs to be rescheduled. If this happens and a conflict occurs, the district activity or program has priority. Every effort will be made to find an alternate facility for the non-district organization or individual. Resolution of conflicts will be handled between the building administration and the Facilities Use Office.

E. Closing of Playgrounds

All playgrounds, playing fields, spectator stands, or other recreational facilities located on Richfield Public School property shall be closed to the public at 11 p.m. every day.

IV. CHARGES

- A. No facility use fee or rental charge will be assessed groups identified in Category 1.
- B. Facility use costs associated with Category 2 shall typically be \$10.00 per use and those additional costs incurred by the School District due to the use. This may include, but not limited to personnel and equipment fees.

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- C. Facility use fees for defraying operating costs for Categories 2, 3, 4 and 5 are as follows:



Section 900  
School/Community Relations

Board Policy 979  
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	Category 1	Category 2	Category 3	Category 4	Category 5
	Richfield Public Schools / City of Richfield	Richfield Youth Group Organizations and Activities	Richfield Non-profit Community Organizations and Activities	Other Non-Profit Organizations including Universities, colleges and vocational schools	For-Profit Organizations
			*Per hour charge	*Per hour charge	*Per hour charge
<b>Permit Fee</b>		\$20.00/season	\$25.00	\$25.00	\$30.00
<b>Classrooms</b>					
General Classroom	No Charge	\$10.00/day	\$10.00	\$20.00	\$40.00
Large Classroom/ Choir/Band	No Charge	\$10.00/day	\$15.00	\$30.00	\$60.00
Computer Lab	No Charge	\$10.00/day	\$25.00	\$50.00	\$100.00
Media Center	No Charge	\$10.00/day	\$25.00	\$50.00	\$100.00
Conference Room	No Charge	\$10.00/day	\$10.00	\$20.00	\$40.00
<b>Gymnasiums</b>					
Elementary	No Charge	\$10.00/day	\$15.00	\$30.00	\$60.00
Middle School/ RSTEM	No Charge	\$10.00/day	\$25.00	\$50.00	\$100.00
High School Small	No Charge	\$10.00/day	\$25.00	\$50.00	\$100.00
High School Large	No Charge	\$10.00/day	\$35.00	\$70.00	\$140.00
Locker Room	No Charge	No Charge	\$20.00	\$40.00	\$80.00
Wrestling Room	No Charge	\$10.00/day	\$25.00	\$50.00	\$100.00
Weight Room	No Charge	\$10.00/day	\$25.00	\$50.00	\$100.00
<b>Cafeteria</b>					
Elementary	No Charge	\$10.00/day	\$15.00	\$30.00	\$60.00
Middle School	No Charge	\$10.00/day	\$25.00	\$50.00	\$100.00
High School	No Charge	\$10.00/day	\$25.00	\$50.00	\$100.00
<b>Kitchen</b>					
Elementary	No Charge	\$10.00/day	\$20.00	\$40.00	\$80.00
Middle / High School	No Charge	\$10.00/day	\$30.00	\$60.00	\$120.00
<b>Auditorium</b>					
Middle School	No Charge	\$10.00/day	\$40.00	\$80.00	\$160.00
High School	No Charge	\$10.00/day	\$50.00	\$100.00	\$200.00
<b>Indoor Pool</b>	No Charge.	\$20.00/hour	\$50.00	\$80.00	\$150.00
Swim Meets, Category 4 & 5		\$20.00/hour	\$50.00	\$150.00	\$150.00
Special Agreement: City of Richfield, \$45.00/hour Richfield Swim Club \$20.00/hour					

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Outdoor Sport Areas	Category 1	Category 2	Category 3	Category 4	Category 5
Track Only	No Charge	\$10.00/hour	\$25.00	\$25.00	\$50.00
Tennis Courts	No Charge	\$10.00/hour	\$25.00	\$25.00	\$50.00
Grass Field	No Charge	\$20.00/hour	\$25.00	\$25.00	\$50.00
Softball/Baseball Diamond	No Charge	\$10.00/day	\$25.00	\$25.00	\$50.00
Spartan Stadium	No Charge	\$40.00/hour	\$85.00	\$115.00	\$150.00
Richfield High School Baseball Field	No Charge	\$10.00/day (no field prep included)	\$75.00/game (approximately 3 hours)	\$100.00/game (approximately 3 hours)	\$125.00/game (approximately 3 hours)
<b>Equipment Charges</b>					
Score Board Pool	No Charge	No Charge	\$25.00/day	\$25.00/day	\$25.00/day
Score Board Gym	No Charge	No Charge	\$25.00/day	\$25.00/day	\$25.00/day
Volleyball Standards/Nets	No Charge	No Charge	\$5.00/court	\$5.00/court	\$10.00/court
Bleachers	No Charge	No Charge	\$10.00/section	\$10.00/section	\$10.00/section
Concession Stand		No Charge	\$25.00/day	\$50.00/day	\$100.00/day
Auditorium Equipment Charges	No Charge	No Charge	\$50.00/day	\$50.00/day	\$50.00/day
Microphone / Battery Pack	No Charge	No Charge	\$10.00/day	\$10.00/day	\$10.00/day
Scrim	No Charge	\$75.00/event	\$75.00/event	\$75.00/event	\$75.00/event
Risers	No Charge	\$30.00/event	\$30.00/event	\$30.00/event	\$30.00/event
Portable Stage	No Charge	\$40.00/event	\$40.00/event	\$40.00/event	\$40.00/event
DVD / VCR / TV	No Charge	No Charge	\$25.00/day	\$25.00/day	\$25.00/day
LCD Projector	No Charge	No Charge	\$50.00/day	\$50.00/day	\$50.00/day
Projection Screen (portable)	No Charge	No Charge	\$15.00/event	\$15.00/event	\$15.00/event
Piano	No Charge	No Charge	\$15.00/event	\$15.00/event	\$15.00/event

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D. A Richfield Public School employee must be on duty whenever facilities are in use by categories 3-5, this may include: custodians, kitchen supervisors, auditorium managers, lifeguards, and/or event supervisors. Category 2 groups will require an employee on duty when hosting public events on the weekend inside the high school gymnasiums and for all indoor weekend events in all other district facilities. The Facilities Use Office will determine the staffing needed for events and it will be communicated on your approved permit. Each group is required to cover the cost of the staff assigned. The Richfield Public School employee will supervise the facility, but not the facility user or its activities.

E. Events that have excessive trash will be assessed a trash removal fee of \$50.

#### V. USE OF EQUIPMENT

Facility users in Categories 2, 3, 4 and 5 are expected to supply all their own equipment, such as basketballs, volleyballs, bats, balls, etc. If school equipment is to be used it needs to be requested at the time of the permit request and

equipment charges may be applied. Any unauthorized use of school equipment may result in cancellation of future use of school district facilities.

Organizations or individuals using district facilities and equipment assume responsibility for any damage and will be billed accordingly if damage is caused by participants or spectators.

**VI. INSURANCE**

A. Prior to approval of any use permit, the applicant must provide the School District with evidence of liability insurance as required below, and proof of non-profit status and proof of Workers' Compensation Insurance if applicable.

**B. Insurance Requirements**

Prior to approval of any use permit, the applicant must provide the School District with evidence of liability insurance as required below, naming Richfield Public Schools, Independent School District 280, as an Additional Named Insured. Failure to provide the District with evidence of such coverage shall not relieve the permit holder of the obligation to maintain such insurance for the benefit of the District. The Superintendent of Schools or designee may waive the certificate of insurance requirement for events designed to benefit Richfield School students.

Coverage shall be provided by an insurance company licensed to do business in the State of Minnesota with Best ratings of A or above.

The applicant shall provide a certificate of insurance specifying amounts of coverage equal to or greater than the minimum required limits of liability stated below. All certificates shall provide the School District with thirty (30) days of notice of cancellation, material change, or non-renewal. The certificate must be altered to eliminate the words "endeavor to" and "but failure to make such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives."

**1. Commercial General Liability**

Bodily Injury Including Death	\$1,000,000 Each Occurrence
Personal Injury	\$1,000,000 Each Occurrence
Products/Completed Operations	\$1,000,000 Each Occurrence
General Aggregate	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000

**2. Workers' Compensation**

a. Statutory	
b. Employers Liability	\$100,000 Each Accident \$500,000 Disease Policy Limits \$100,000 Disease Ea. Employee

VII. LIMITATIONS OF USE

- A. Possession of use of alcohol, drugs, or tobacco in the building or on school property is prohibited. It is the permit holder's responsibility to communicate these restrictions to the participants and the spectators. If your group violates this rule you will be asked to leave the building and your right to future use will be forfeited.
- B. Treat school property with care; you are responsible for all damages.
  - 1. Report any damage to school property to the Facility use Office within 24 hours. Failure to report any damage may result in cancellation of future use of school district facilities.
  - 2. If you don't make satisfactory replacement or payment for any loss or damage, your right to future use will be forfeited. The school district assumes no liability for loss of personal effects of participants.
- C. Appropriate athletic shoes are required for gymnasium use.
- D. You may not use rooms or facilities not asked for and authorized by the permit.
- E. You are responsible for the conduct of both participants and spectators. To ensure the safety of facilities and participants all children must be under competent and responsible adult supervision at all times.
- F. Adhere to the hours of use designated in the contract. If you do not vacate by the time indicated on the permit, additional charges will be assessed to your permit.

VIII. CONFLICTS

There may be circumstances where a Richfield School District activity needs to be added to the schedule or rescheduled. If this happens and a conflict occurs, the district activity or program has priority. Every effort will be made to find an alternate facility for the non-district organization or individual. Resolution of conflicts will be handled between the building administration and the Facilities Use Office.

IX. APPLICATIONS

Applications for use of buildings must be made electronically through the online building reservation system. The application, if approved, becomes a contract, but the contract may be canceled by either party 72 hours in advance. An application for use of school facilities should be submitted at least two weeks in advance of

the scheduled use. Requests made with less than two weeks are difficult to accommodate and may be denied.

Permits should be completed with precise dates and times (including set-up and tear down as well as set-up diagrams). Permits will be reviewed and approval or rejection will be communicated in 10 business days by email through the online reservation system.

All buildings will be required to submit their building curricular and co-curricular schedules to the Facilities Use Office by May 15th of each year to block off dates on the master calendar for those requesting use of building facilities. The Business Manager will provide lease agreement information to the Facility Use Office by May 15th for inclusion into the master calendar.

Request for building use during scheduled school hours are excluded unless approved by the Building Principal and/or Superintendent.

Cancellations – In the event that the requestor needs to cancel, they must do so by contacting the Facility Use Office at least 72 hours prior to the event.

DATED: September 7, 1982

REVIEWED: October 20, 1986

REVISED: July 21, 1986; December 7, 1987; June 18, 1990, November 21, 1994, September 3, 1996, August 11, 1997, May 15, 2000, March 5, 2001, May 7, 2001; April 19, 2004, April 18, 2005; July 11, 2005; December 17, 2007; February 1, 2010; November 12, 2013; March 18, 2019; November 7, 2022