

Business Meeting

Tuesday, May 16, 2023 7:30 PM

Fridley Community Center, 6085 7th Street NE, Fridley, MN 55432

A. Call to Order, Pledge of Allegiance	Presenter: Ross Meisner
B. Approval of Agenda with Suggested Motions and Resolutions	Presenter: Ross Meisner
B.1. Suggested Motions and Resolutions	
C. Spotlight on Recognition	
C.1. Employee of the Month	Presenter: Dr. Kim Hiel
D. Superintendent and Staff Reports	
D.1. Preschool/ALC/FCC Presentation	Presenter: Kelly McConville, Stephen Keeler
E. Business Action Items	
E.1. RESOLUTION Accepting Gifts	Presenter: Ross Meisner
E.2. Second Readings and Adoption of Policies	
E.2.a. Policy 806 Crisis Management	Presenter: Dr. Kim Hiel
F. Consent Agenda	Presenter: Ross Meisner
F.1. Minutes of the School Board Business Meeting and Work Session Held on April 18, 2023 and the Special Meetings held on May 2, 3, 4, 2023 and May 8, 9, 10, 2023.	
F.2. Monthly Financial Reports	
F.3. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements	
F.4. Meal Prices for 2023-2024	
F.5. Agreement to Provide Special Educaiton and Related Staffing by NE Metro 916	Presenter: Laura Seifert-Hertling
F.6. Fridley Preschool Joint Powers Agreement with Metro ECSU for Pyramid Model Training	Presenter: Laura Seifert-Hertling
F.7. Adult Basic Education Joint Lease for 2023-2025	Presenter: Craig Wieber/Stephen Keeler
G. Important Future School Board Dates	Presenter: Ross Meisner
G.1. Application Accepted for School Board Vacancy May 16-June 2, 2023 Fridley High School	
G.2. FMS 5th Grade Orientation Night May 17, 2023 at 4:30 PM Fridley Middle School	
G.3. Scholastic Achievement Program May 18, 2023 at 7:00 PM Fridley High School Auditorium	

G.4. Stevenson Elementary Carnival

May 19, 2023 at 5:00 PM

Stevenson Elementary

G.5. FHS Band Pops Concert

May 23, 2023 at 7:00 PM

District Auditorium

G.6. ALC Graduation

May 25, 2023 at 5:15 PM

Fridley Community Center

G.7. FHS Choir Pops Concert

May 25, 2023 at 7:00 PM

District Auditorium

G.8. No School: Memorial Day Holiday / District

Offices Closed

May 29, 2023

G.9. 65th FHS Commencement Ceremony

June 1, 2023 at 7:00 PM

Bob O'Neill Field at FHS Football Stadium

G.10. School Board Work Session

June 6, 2023 at 5:30 PM

Fridley ALC

G.11. Last Day of School

June 8, 2023

G.12. Fridley Public Schools Board Meeting

June 20, 2023

Work Session, 5:30 PM

Open Forum, 7:00 PM

Business Meeting, 7:30 PM

Fridley Community Center

H. **Adjournment**

Presenter: Ross
Meisner

Tuesday, May 16, 2023
School Board Business Meeting
Motions

A. Call to Order, Pledge of Allegiance

B. Approval of Agenda with Suggested Motions and Resolutions

1. Suggested Motions and Resolutions – Board Chair

Suggested Motion: Motion by _____, seconded by _____ to approve the agenda for May 16, 2023.

C. Spotlight on Recognition

D. Superintendent and Staff Reports

E. Business Action Items

1. RESOLUTION: Accepting Gifts

WHEREAS, School Board Policy 706 establishes guidelines for the acceptance of gifts to the District; and

WHEREAS, Minnesota Statute 465.03 states the School Board may accept a gift, grant, or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members;

THEREFORE, BE IT RESOLVED, that the School Board of Fridley Public Schools accepts with appreciation the following gifts received by the School District:

- The following persons donated to **Stevenson Elementary School:**
 - Friends of Fridley Educational Foundation - \$1,000

Suggested Motion: Motion by _____, seconded by _____, to accept the gifts and thank the donors for their contributions.

2. Motion: Second Reading and Adoption of Policies

- Policy 806 Crisis Management

Suggested Motion: Motion by _____, seconded by _____, to approve the second reading and adoption of policy 806.

F. Consent Agenda

Suggested Motion: Motion by _____, seconded by _____ to approve the consent agenda of including minutes of the work session and business meeting held on April 18, 2023 and the Special Meetings held on May 2, 3, 4, 8, 9 and 10, 2023; Monthly Financial Reports; and New Contracts, Amendments, Leaves of Absence, Resignations, Retirements and Terminations; Meal

Prices for 2023-24; Agreement to Provide Special Education and Related Staffing by NE Metro 916; Fridley Preschool Joint Powers Agreement with Metro ECSU for Pyramid Model Training; and the Adult Basic Education Joint Lease for 2023-2025

G. Important Future School Board Dates

H. Adjournment

Suggested Motion: Motion by _____, seconded by _____, to adjourn at_____.



Employee of the Month

May 2023



**Employee of the Month for
May 2023:**

Jason Gehlbach



School Board Presentation

ALC/FCC/Preschool

Kelly McConville – Principal of Alternative Services

Stephen Keeler – Director of Community Education



ALC/Targeted Services Update

- ALC
- Welcoming environment for scholars
- Targeted Services: over 300 students enrolled in Grades 1-8 in after school programs
- Extended Day credit recovery has 63 students enrolled and moved to the High school



Fridley Moore Lake Alternative Learning Center



ALC Update

→ “ I feel supported by the staff and the ALC community and the teachers give me motivation.”

-Buqari Dahir- Senior Class of 2022



Did you know?

- All students participating in after school classes are eligible for snack and transportation home
- Would like to publicly thank Cindy McKay, nutritional services and the custodial team for helping to make this opportunity possible for our students

02

FCC Update

- Staffing update
- Aquatics Consortium
- RAVE
- Tiger Club (School Age Care & Full Day Preschool)
- Adult & Youth Programs
- Fridley Senior Center
- ECFE
- Fridley Community Theatre
- Facilities Rental



02: FCC Update

Staffing Update

- Aquatics Program Manager
- Restructure & Cost Reductions
 - Adult & Youth Programs Coordinator
 - Senior Programs & Facilities Coordinator

Fridley St. Anthony–New Brighton Aquatics Consortium

- New model starts this Summer
 - Additional Staff
 - Additional Site
 - Pricing update
 - Classes are full!
- Beautiful partnership
- Sasha Herder new Aquatics Program Manager for the Consortium



RAVE – Relationships – Authenticity – Vulnerability – Engagement through Play

02: FCC Update

Childcare

- Preschool
 - 3YO Full Day returned – Good retention into 4YO for SY23/24
 - Another great year of 4YO Full Day – Good retention into School Age programming and Sibs starting 3YO SY23/24
- School Age Care
 - Numbers continue to grow
 - Non-School-Days & Summer programming – Numbers bouncing back & Field tripping going great!
 - Staff retention is high



Fridley Community Theatre
Youth Production

Dear
✉ **edwina**
JR.

Music by Zina Goldrich
Book and Lyrics by Marcy Heisler

July 7 at 7 pm & July 8 at 2 pm

Fridley District Auditorium
6000 West Moore Lake Drive

Tickets purchased at the door
Adults \$10 – Youth through High School \$5

For information call 763-502-5100

www.FridleyCommunityTheatre.org

Dear Edwina JR is presented through special arrangement with
Music Theatre International (MTI)
All authorized performance materials are also supplied by MTI.
www.MTIShows.com

Adult and Youth Enrichment Programs

- Hey Girl – Mentorship Program
- Summer Camps and Classes
- Youth Theater!
- Sign up now!





02: FCC Update

Fridley Senior Center

Senior Programs are back in full swing and numbers of participants are growing.

- Ongoing support for Senior Programs in Fridley
- Come and call BINGO for our seniors!

ECFE

- Lila Mapp new ECFE Coordinator!
- Registration Changes and updates for ease of access



Fridley Community Theatre Presents

The Addams Family

A NEW MUSICAL
COMEDY



Book by Marshall Brickman and Rick Elice

Music and Lyrics by Andrew Lippa

Based on Characters Created by Charles Addams

July 21-22-27-28 at 7:00 pm

July 29 at 2:00 pm

Fridley District Auditorium - 6000 West Moore Lake Drive

Reserved Tickets \$20 Adults - \$15 Students thru HS

Tickets available (beginning June 19) at 763-502-5100 during office hours or on-line at

www.fridleycommunitytheatre.org

The Addams Family contains adult themes and may not be suitable for all audience members.

The Addams Family is presented through special arrangement with and all authorized performance materials are supplied by Theatrical Rights Worldwide. www.theatricalrights.com

02: FCC Update

Auditorium/Fridley Community Theatre

- Family Movie Night is a hit this year!
- Rentals are going well! Diverse rental events.
- Fun shows upcoming this summer!

Facilities and Rentals

Facilities rentals have us bursting at the seams, especially in the gyms and the FCC Community rooms.

- Many Community members have taken advantage of our rentals being open again hosted a wide variety of events from weddings to funerals.

03

Preschool Update

03: Preschool Update

Enrollment

Both AM and PM sections have increased enrollment from last year and have remained very stable all year

Pyramid Model

We will be starting our Pyramid Model training this summer and will move into year 1 in the fall of 2023. This will last for 5 years and will support all programs, birth to 5

Seesaw

Seesaw is our communication tool for families. It is working very well with an average of 245 parent viewings a week

IB

The focus this year has been on building our scope and sequence document and the PreK to K bridge and transition

Looking ahead

We are excited about our continued partnership with childcare and the Pyramid training

100 Days of School!



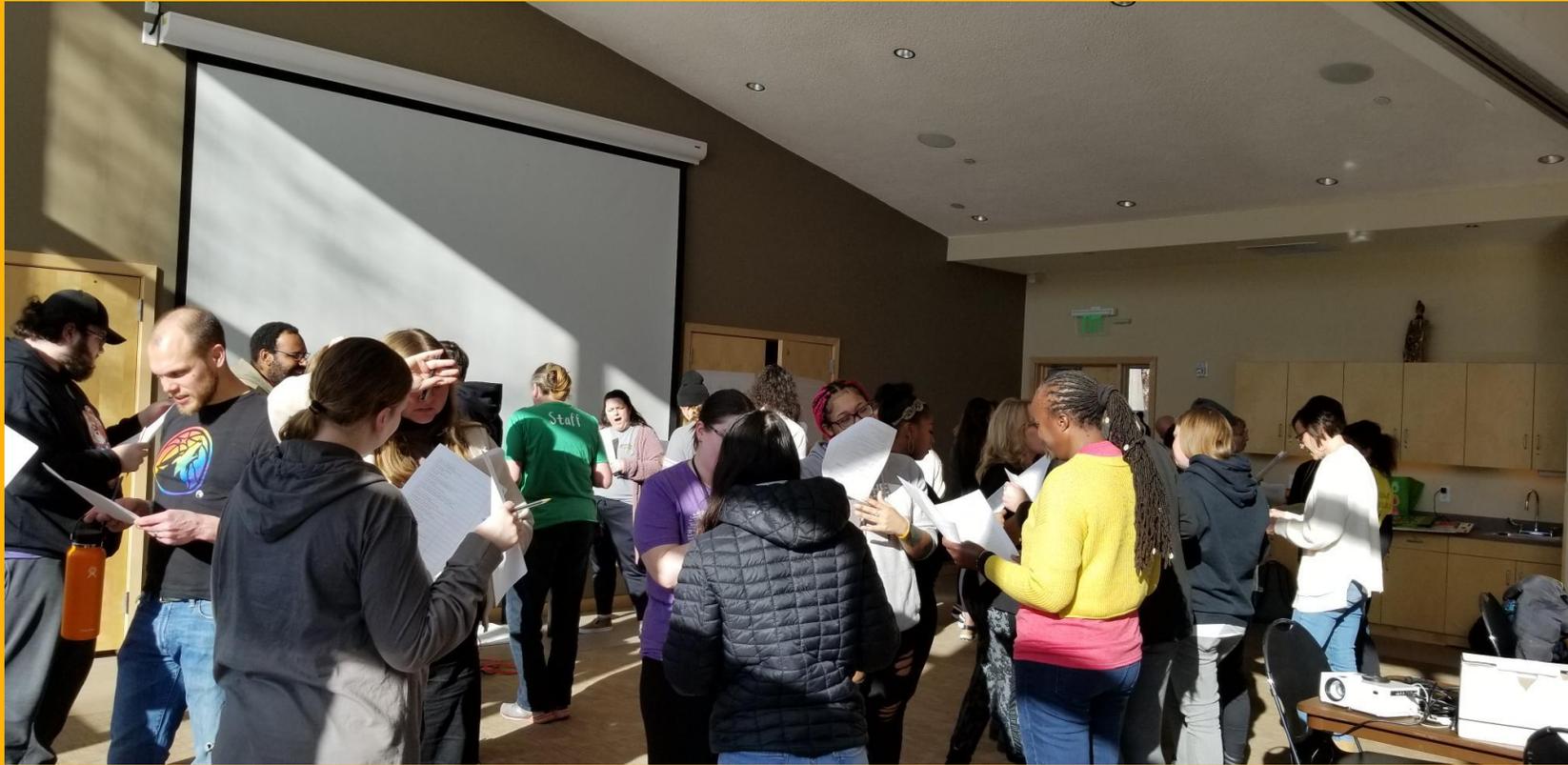
Preschool Fun!



Preschool Fun!



FCC RAVE





Thank you!

Do you have any questions?

RESOLUTION Accepting Gifts

WHEREAS, School Board Policy 706 establishes guidelines for the acceptance of gifts to the District; and

WHEREAS, Minnesota Statute 465.03 states the School Board may accept a gift, grant, or devise of real or personal property only by the adoption of a resolution approved by two-thirds of its members;

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FRIDLEY PUBLIC SCHOOLS

Fridley Public Schools Policies Presented for Second Reading May 16, 2023

#	Policy Name	Change/Revision
806	Crisis Management	Removed circumstances as there are more than those listed and too many to name. Updated where parents can find the closures





A World-Class Community of Learners

Fridley Public Schools is committed to creating a welcoming, respectful environment that provides an equitable and inclusive education for each student, staff and community member by ensuring that opportunities, access, and resources are aligned to support the growth and academic achievement of each student.

806 CRISIS MANAGEMENT POLICY

I. PURPOSE

The purpose of this Crisis Management Policy is to act as a guide for the school and building administrators, school employees, students, School Board members, and community members to address a wide range of potential crisis situations in the school district. The Fridley School District develops building-specific crisis management plans for each school building in the district and sections or procedures may be added or deleted in those crisis management plans based on building needs.

The school district will, to the extent possible, engage in ongoing emergency planning within the school district and with first responders and other relevant community organizations. The school district will ensure that relevant first responders in the community have access to their building-specific crisis management plans and will provide training to school district staff to enable them to act appropriately in the event of a crisis.

II. GENERAL INFORMATION

A. The Policy and Plans

The school district's Crisis Management Policy has been created in consultation with local community response agencies and other appropriate individuals and groups that would likely be involved in the event of a school emergency. It is designed so that each building administrator can tailor a building-specific crisis management plan to meet that building's specific situation and needs.

The school district's administration and/or the administration of each building shall present tailored building-specific crisis management plans to the School Board for review and approval along with the district Emergency Crisis Management Guide. Upon approval by the School Board, such crisis management plans shall be an addendum to this Crisis Management Policy. The Policy and the plans will be maintained and updated on an annual basis.

B. Elements of the District Crisis Management Policy

1. **General Crisis Procedures:** The Crisis Management Policy includes general crisis procedures for securing buildings, classroom evacuation, building evacuation, campus evacuation, and sheltering. The Policy designates the individual(s) who will determine when these actions will be taken. These district-wide procedures may be modified by building administrators when creating the building-specific crisis management plans. A communication system will be in place to enable the designated individual to be contacted at all times in the event of a potential crisis

setting forth the method to contact the designated individual, the provision of at least two designees when the contact person is unavailable, and the method to convey contact information to the appropriate staff persons. The alternative designees may include members of the Building Crisis Response Team. A secondary method of communication should be included when the primary method of communication is inoperable. Each building will have access to an Emergency Crisis Management Guide to assist in the development of the building-specific crisis management plans. Finally, all general crisis procedures will address specific procedures for children with special needs such as physical, sensory, motor, developmental, and mental health challenges.

- a. **Lock-Down Procedures.** Lock down procedures will be used in situations where harm may result to persons inside the school building, such as shooting, hostage incident, intruder, trespass, disturbance, or when determined to be necessary by the building administrator/designee. The building administrator or designee will announce the lock down over the public address system or other designated system. Code words will not be used. Provision for emergency evacuation will be maintained even in the event of a lock down. Each building administrator will submit lock down procedures for the building as part of the building-specific crisis management plan. Each building will conduct five lock-down drills each school year.
 - b. **Evacuation Procedures.** Evacuation of classrooms and buildings shall be implemented at the discretion of the building administrator or designee. Each building's crisis management plan will include procedures for transporting students and staff a safe distance from harm to a designated safe area until released by the building administrator or designee. Safe areas may change based upon the specific emergency situation. The evacuation procedures should include specific procedures for children with special needs, including children with limited mobility (wheelchairs, braces, crutches, etc.) visual impairments, hearing impairments, and other sensory, developmental, or mental health needs. The evacuation procedures should also address transporting necessary medications for students that take medications during the school day. Each building will conduct five fire drills and one tornado drill each school year.
 - c. **Sheltering Procedures.** Sheltering provides refuge for students, staff, and visitors within the school building during an emergency. Shelters are safe areas that maximize the safety of inhabitants. Safe areas may change based upon the specific emergency. The building administrator or designee will announce the need for sheltering over the public address system or other designated system. Each building administrator will submit sheltering procedures for the building as part of the building-specific crisis management plan.
2. **Crisis-Specific Procedures:** The Crisis Management Policy includes crisis-specific procedures for crisis situations that may occur during the school day or at school-

sponsored events and functions. These district-wide procedures are designed to enable building administrators to tailor response procedures when creating building-specific crisis management plans.

3. Building Crisis Response Teams

- a. **Composition.** The building administrator in each school building will select a building crisis response team that will be trained to respond to emergency situations. All building crisis response team members will receive on-going training to carry out the building's crisis management plans and will have knowledge of procedures, evacuation routes, and safe areas. For purposes of student safety and accountability, to the extent possible, building crisis response teams will not have direct responsibility for the supervision of students. Team members must be willing to be actively involved in the resolution of crises and be available to assist in any crisis situation as deemed necessary by the building administrator. Each building will maintain a current list of building crisis response team members which will be updated annually. The building administrator and alternative designees will know the location of that list in the event of a school emergency. A copy of the list will be kept on file in the school district office.
- b. **Leaders.** The building administrator or designee will serve as the leader of the building crisis response team and will be the primary contact for the emergency response officials. In the event the primary designee is unavailable, the designee list should include more than one alternative designee and may include members of the building crisis response team. When emergency response officials are present, they may elect to take command and control of the crisis. It is critical in this situation that school officials assume a resource role and be available as necessary to emergency response officials.

III. PREPARATION BEFORE AN EMERGENCY

A. Communication

1. **District Employees:** Teachers generally have the most direct contact with students on a day-to-day basis. As a result, they must be aware of their role in responding to crisis situations. This also applies to non-teaching school personnel who have direct contact with students. All staff shall be aware of the school district's Crisis Management Policy and their own building's crisis management plan. Each school's building-specific management plan shall include the method and date of dissemination of the plan to its staff. Employees will receive a copy of the relevant building-specific crisis management plan and shall receive periodic training on plan implementation.

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2. **Students and Parents:** Students and parents shall be made aware of the school district's Crisis Management Policy and relevant tailored crisis management plans for each school building. Each building-specific crisis management plan shall set forth how students and parents are made aware of the district and school-specific plans. Students shall receive specific instruction on plan implementation and shall participate in a required number of drills and practice sessions throughout the school year.

B. Planning and Preparation for Fire

1. Designate a safe area at least 50 feet away from the building to enable students and staff to evacuate. The safe area should not interfere with emergency responders or responding vehicles and should not be in an area where evacuated persons are exposed to any products of combustion.
2. Each building's facility diagram and site plan shall be available in appropriate areas of the building and shall identify the most direct evacuation routes to the designated safe areas both inside and outside of the building. The facility diagram and site plan must identify the location of the fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs.
3. Teachers and staff will receive training on the location of the primary emergency evacuation routes and alternate routes from various points in the building. During fire drills, students and staff will practice situations using primary evacuation and alternate routes.
4. Certain employees, such as those who work in hazardous areas in the building will receive training on the locations and proper use of fire extinguishers and protective clothing and equipment.
5. Fire drills will be conducted periodically without warning at various times of the day and under different circumstances. State law requires a minimum of five drills each school year.
6. A record of fire drills conducted at the building will be maintained in the building administrator's office.
7. The school district will have prearranged sites for emergency sheltering and transportation as needed.
8. The school district will determine which staff will remain in the building to perform essential functions if safe to do so (e.g. receptionist, head custodian, etc.). The school district also will designate an administrator or designee to meet local fire or law enforcement agents upon their arrival.

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- C. **Facility Diagrams and Site Plans:** All school buildings will have a facility diagram and site plan that includes the location of primary and secondary evacuation routes, exits, designated safe areas inside and outside of the building, and the location of fire alarm control panel, fire alarms, fire extinguishers, hoses, water spigots, and utility shut offs. All facility diagrams and site plans will be regularly updated and whenever a major change is made to a building. Facility diagrams and site plans will be maintained by the building administrator and on file in the school district office. Facility diagrams and site plans will be provided to first responders, such as fire and law enforcement personnel.
- D. **Emergency Telephone Numbers:** Each building will maintain a current list of emergency telephone numbers and the names and addresses of local, county, and state personnel who may be involved in a crisis situation. The list will include telephone numbers for local police, fire, ambulance, hospital, the Poison Control Center, county and state emergency management agencies, local public works departments, local utility companies, the public health nurse, mental health/suicide hotlines, and the county welfare agency. A copy of this list will be on file in the Emergency Crisis Management Guide and will be updated annually.

School district employees will receive training on how to make emergency contacts, including 911 calls, when the school district's main telephone number and location is electronically conveyed to emergency personnel instead of the specific building in need of emergency services.

School district plans will be set forth a process to internally communicate an emergency, using telephones in classrooms, intercom systems, or two-way radios, as well as the procedure to enable the staff to rapidly convey emergency information to a building designee. Each plan will identify a primary and secondary method of communication for both internal and secondary use. It is recommended that the plan include several methods of communication because computers, intercoms, telephones, and cell phones may not be operational or may be dangerous to use during an emergency.

- E. **Warning Systems:** The school district shall maintain a warning system designed to inform students, employees, and visitors of a crisis or emergency. This system shall be maintained on a regular basis under the maintenance plan for all school district buildings.

It shall be the responsibility of the building principal to inform students and employees of the system and the means by which the system is used to identify a specific crisis or emergency situation. Each building-specific crisis management plan will include the method and frequency of dissemination of the warning system information to students and employees.

- F. **Early School Closure Procedures:** The superintendent will make decisions about closing schools or buildings as early in the day as possible. The early school closure procedures will set forth the criteria for each school closure (e.g. weather-related, utility failure, or a crisis situation), will specify how closure decisions will be communicated to staff,

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students, families, and the school community (designated broadcast media, local authorities, e-mail, or district or school building web sites), and will discuss the factors to be considered in closing and reopening a school or building.

Early school closure procedures also will include a reminder to parents and guardians to check the district website, social media, and local TV stations for school closing announcements, where possible.

- G. **Media Procedures:** The superintendent has the authority and discretion to notify parents or guardians and the school community in the event of a crisis or early school closure. The superintendent will designate a spokesperson who will notify the media in the event of a crisis or early school closure. The spokesperson shall receive training to ensure that the district is in strict compliance with federal and state law relative to the release of private data when conveying information to the media.
- H. **Behavioral Health Crisis Intervention Procedures:** Short-term behavioral health crisis intervention procedures will set forth the procedure for initiating behavioral health crisis intervention plans. The procedures will utilize available resources including the school psychologist, counselor, community behavioral health crisis intervention, or others in the community. Counseling procedures will be used whenever the superintendent or the building administrator determines it to be necessary, such as after an assault, a hostage situation, shooting or suicide. The behavioral health crisis intervention procedures shall include the following steps:
1. Administrator will meet the relevant persons, including school psychologists and counselors, to determine the level of intervention needed for students and staff.
 2. Designate specific rooms as private counseling areas.
 3. Escort siblings and close friends of any victims as well as others in need of emotional support to the counseling areas.
 4. Prohibit media from interviewing or questioning students or staff.
 5. Provide follow-up services to students and staff who received counseling.
 6. Resume normal school routines as soon as possible.
- I. **Long Term Recovery Intervention Procedures:** Long-term recovery intervention procedures may involve both short-term and long-term recovery planning:
1. Physical/structural recovery
 2. Fiscal recovery
 3. Academic recovery
 4. Social/emotional recovery

IV. PROCEDURES INCLUDED IN THIS POLICY

Procedures for the various emergencies listed below are included in the Emergency Crisis Management Guide. After approval by the School Board, these adopted procedures will become an addendum to the Crisis Management Policy.

- A. Assault and Rape
- B. Bomb Threats
- C. Building Security
- D. Bus Accidents
- E. Chemical or Biological Threat
- F. Child Abuse
- G. Childnapping
- H. Civil Defense Alert
- I. Death
- J. Demonstrations/Disturbances
- K. Emergency Phone Numbers
- L. Evacuation/Relocation
- M. Fight/Disturbance
- N. Fire
- O. Hazardous Material Emergency
- P. Highly Contagious Serious Illness or Pandemic Flu
- Q. Intruder/Hostage
- R. Lock-down
- S. Media Procedures
- T. Medical Emergencies
- U. Phone Threats
- V. Post-crisis
- W. Sex Offenders
- X. School Emergency Response Team
- Y. Shelter-in-place
- Z. Shooting
- AA. Suicide
- BB. Utility Emergencies
- CC. Vandalism/Burglary
- DD. Weapons
- EE. Weather Related Emergencies

V. MISCELLANEOUS PROCEDURES

- A. Chemical Accidents
Procedures for reporting chemical accidents shall be posted at key locations such as chemistry labs, art rooms, swimming pools areas, and custodial closets.



Fridley Public Schools is committed to creating a welcoming, respectful environment that provides an equitable and inclusive education for each student, staff and community member by ensuring that opportunities, access, and resources are aligned to support the growth and academic achievement of each student.

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B. Visitors

The school district shall implement procedures mandating visitor sign in for visitors in school buildings (See also Policy 903)

The school district shall implement procedures to minimize outside entry into school buildings except at designated check-in points and assure that all doors are locked prior to and after regular building hours.

C. Student Victims of Criminal Offenses at or on School Property

The school district shall establish procedures allowing student victims of criminal offenses on school property the opportunity to transfer to another school within the school district.

[Note: The Every Student Succeeds Act, 20 U.S.C. § 6301, et seq.; Title IX, 20 U.S.C. § 1681, et seq.; and the Unsafe School Choice Option, 20 U.S.C. § 7912, require school districts to establish such transfer procedures.]

Legal References:

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

Cross References:

Policy 407 (Employee Right to Know - Exposure to Hazardous Substances)
Policy 413 (Harassment and Violence)
Policy 501 (School Weapons Policy)
Policy 506 (Student Discipline)
Policy 532 (Use of Peace Officers and Crisis Teams to Remove Students with IEPs from School Grounds)
Policy 903 (Visitors to the School District Buildings and Sites)
<https://dps.mn.gov/divisions/sfm/documents/2011comprehensiveschoolsafetyguide.pdf>

School Board Action:

Approved September 19, 2000



Fridley Public Schools is committed to creating a welcoming, respectful environment that provides an equitable and inclusive education for each student, staff and community member by ensuring that opportunities, access, and resources are aligned to support the growth and academic achievement of each student.

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Revised June 18, 2002

Revised August 15, 2006

Revised December 16, 2008

Revised August 21, 2012

Revised May 21, 2019

Revised June 15, 2021

Revised May 16, 2023

Annual Review:

<u>Month</u>	<u>Year</u>	<u>Notes</u>
January	2022	Reviewed / No changes
April/May	2023	Reviewed / Revised

Second Reading

Minutes
School Board Work Session
Fridley Independent School District 14
April 18, 2023

Call to Order

The Work Session of the Fridley School Board was called to order by School Board Chair Meisner at 5:30 PM on Tuesday, April 18, 2023, at the Fridley Community Center. The following Board members were present in the room: Abdisalam Adam, Nikki Auna, Jake Karnopp, Ross Meisner. Absent: Donna Prewedo and Avonna Starck.

The following items were discussed:

- A. Signing Required Documents
- B. Governance and Policy
 - 1. Second Readings and Adoption of Policies
 - a. Policy 501 Weapons
 - 2. First Reading of Policies
 - a. Policy 806 Crisis Management
- C. Oversight of Operations
 - 1. Legal, Staffing and Personnel Update
 - a. New Contracts, Amendments, Leaves of Absence, Terminations, Resignations, and Retirements
 - b. Health Insurance Rates for 2023-24
 - c. Letter of Agreement – Married insurance rates
 - d. Resolution: Terminate and Non-renew the Employment of Certain Non-tenured, Probationary Teachers for 2023-24
 - e. Extended Probationary Period MOUs
 - 2. 2023 Elections Joint Powers Agreement with Anoka County
 - 3. Strategic Plan Approval
- D. Superintendent Relations
 - 1. Dr. Hiel's 2022-23 Superintendent Goals
- E. Informational Items
 - 1. Possible Bell Changes for the 2024-2025 School Year
 - 2. School Board Opening Timeline
 - 3. Student Parent Handbook/FHS Registration Guide
 - 4. At the Next Work Session
 - 5. Superintendent Search Update
 - 6. School Board Scholarship 2023
 - 7. Important School Board Dates to Note:
 - a. Schools for Equity in Education (SEE) Meeting
April 21, 2023 | 9:30 AM
Doubletree Hotel – Roseville
 - b. NE Metro 916 board Meeting
May 3, 2023 | 6:00 PM
Bellaire School
 - c. AMSD Board of Directors Meeting
May 5, 2023 | 7:00 AM
Quora Education Center

- d. NWSISD Joint Powers Board Meeting
May 17, 2023 | 6:15 PM
NWSISD District Office
- e. Scholastic Awards Banquet & Program
May 18, 2023 | 6:00 PM
Fridley High School Cafeteria & Auditorium
- f. Graduation 2023
ALC Graduation – May 25, 2023 at 5:15 PM
Fridley Community Center
FHS Graduation – June 1, 2023 at 7:00 PM
Fridley High School Football Stadium (Bob O’Neill Field)

Adjourned at 7:10 p.m.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

Minutes
School Board Business Meeting
Fridley Independent School District 14
April 18, 2023

Call to Order, Pledge of Allegiance

Ross Meisner called the Business Meeting of the Fridley School Board to order at 7:30 p.m. on Tuesday, April 18, 2023, at the Fridley Community Center (FCC). Present: Abdisalam Adam, Nikki Auna, Jake Karnopp, Ross Meisner. Absent: Donna Prewedo and Avonna Starck

Approval of Agenda

Motion by Adam, seconded by Auna, to approve the agenda for April 18, 2023. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 4-0.

Spotlight on Recognition

1. Superintendent Hiel introduced the April 2023 Employee of the Month as Chiquita Woods, Principal's Secretary at Fridley Middle School.

Superintendent and Staff Reports

1. Stevenson Elementary Principal, Veronica Mathison, staff and students presented on the ways Students, Staff, Families and Communities are Shining Bright this year.
2. Susan Brott, Consultant from CESO, presented on the Strategic Plan.

Business Action Items

1. Motion: Approval of the Strategic Plan

Motion by Karnopp, seconded by Adam, to approve the Strategic Plan. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 4-0.

2. RESOLUTION: Terminate and Non-Renew the Teaching Contract of Certain Non-tenured, Probationary Teachers for 2023-2024

WHEREAS, (names listed below) is a probationary teacher in Independent School District 14.

BE IT RESOLVED by the School Board of Independent School District 14 that pursuant to Minnesota Statute 122A.40, Subdivision 5, that the teaching contract of (teacher) a probationary teacher in Independent School District 14, is hereby terminated without pay or fringe benefits at the close of the current 2022-2023 school year.

BE IT FURTHER RESOLVED, that written notice be sent to said teacher regarding School Board termination and non-renewal of his/her contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION AND NON-RENEWAL

April 19, 2023

Dear _____:

You are hereby notified that at a Regular Meeting of the School Board of Independent School District 14 held on Tuesday, April 18, 2023, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2023-2024 school year. Said action of the Board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the School Board give its reasons for the non-renewal of your teaching contract. For your information, however, this action is taken for the following reasons: school district discontinuance of positions, financial limitations, state teacher licensure requirements, or you did not meet the performance standards required of a teacher in the Fridley School District. To submit an official request, please send it to the Director of Human Resources.

Thank you for your teaching service in our School District. Best wishes in the future.

Sincerely,

Jake Karnopp, Clerk
Fridley School District 14 School Board

Motion by Karnopp, seconded by Auna, to approve the resolution to terminate and non-renew the teaching contract of certain non-tenured, probationary teachers for 2023-2024. Upon roll call vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

3. Motion: Second Reading and Adoption of Policies

- Policy 501 Weapons

Motion by Meisner, seconded by Karnopp, to approve the second reading and adoption of policy 501. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

Consent Agenda

Motion by Adam, seconded by Auna to approve the consent agenda of including minutes of the work session and business meeting held on March 21, 2023, the and the Special Meeting held on April 11, 2023; Monthly Financial Reports; and New Contracts, Amendments, Leaves of Absence, Resignations, Retirements and Terminations; Health Insurance Rates for 2023-24; Letter of Agreement – Married Insurance Rates; Extended Probationary Period MOUs; and the 2023 Elections Joint Power Agreement with Anoka County. Upon vote being taken all voted in favor, none against, none abstained. Motion carried 4-0.

Written Information

1. First Reading of Policies

- Policy 806 Crisis Management

Important Future School Board Dates

1. Stevenson PTO Meeting
April 20, 2023 at 5:00 PM
Stevenson Elementary School
2. No School - April 21, 2023
3. FHS Production of The Matchmaker
April 26, 27 and 29 at 7:00 PM
District Auditorium
4. Preschool Family STEM Night
April 27, 2023 at 5:00 PM
Fridley Community Center
5. School Board Special Meeting to receive the Candidate list for Superintendent
Interviews on May 2, 2023 at 5:30 PM
Fridley Community Center
6. Superintendent Interviews (First Round)
May 3 & 4, 2023 at 5:00 PM, 6:15 PM, 7:30 PM
Fridley High School
7. Future Kindergarten Social
May 4, 2023 at 4:30 PM
Commons Park
8. Free Family Movie Night - Puss in Boots: The Last Wish
May 5, 2023 at 7:00 PM
District Auditorium
9. FHS Prom Grand March
May 6, 2023 at 4:00 PM
District Auditorium
10. Superintendent Final Interviews
May 8, 9, &/or 10, 2023 at 7:30 PM
Fridley High School
11. FMS 6th Grade Science Fair
May 11, 2023 at 4:30 PM
Fridley Middle School
12. Hayes Carnival
May 11, 2023 at 5:00-8:00 PM
Hayes Elementary School

13. FMS Band and Choir Concerts

May 15, 2023

6th Grade at 6pm

7th Grade at 7pm

8th Grade at 8pm

District Auditorium

14. Fridley Public Schools School Board Meeting

May 16, 2023

Fridley Community Center

5:30 PM Work Session

7:00 PM Public Forum

7:30 PM Business Meeting

Adjournment

Motion by Karnopp, seconded by Adam, to adjourn at 8:04 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 4-0.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

Minutes
School Board Special Meeting
Fridley Independent School District 14
May 2, 2023

A. Call to Order

Ross Meisner called the Special Meeting of the Fridley School Board to order at 5:30 p.m. on Tuesday, May 2, 2023, at the Fridley Community Center. Present: Abdisalam Adam, Nikki Auna, Jake Karnopp, Ross Meisner, Donna Prewedo and Avonna Starck. Absent: None

B. Welcome and Purpose

C. Approval of Agenda with Suggested Motions

Motion by Adam, seconded by Prewedo to approve the agenda for May 2, 2023. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

D. Superintendent Search

1. Presentation of Candidates

2. Selection of Candidates and Establishing Interview Schedule

Motion by Starck, seconded by Auna to move the following individuals forward to first-round interviews on May 3& 4, 2023.

- Dr. Jason Bodey
- Mr. Josh Fraser
- Dr. Teri Staloch
- Dr. Brenda Lewis
- Dr. Amy Starzecki
- Dr. Matthew Boucher

Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

E. Adjournment

Motion by Karnopp, seconded by Adam, to adjourn at 6:59 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

Minutes
School Board Special Meeting
Fridley Independent School District 14
May 3, 2023

A. Call to Order

Ross Meisner called the Special Meeting of the Fridley School Board to order at 5:00 p.m. on Tuesday, May 3, 2023, at the Fridley Community Center. Present: Abdisalam Adam, Nikki Auna, Jake Karnopp, Ross Meisner, and Donna Prewedo. Absent: Avonna Starck

B. Welcome and Purpose

C. Approval of Agenda with Suggested Motions

Motion by Karnopp, seconded by Prewedo to approve the agenda for May 3, 2023. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

D. 5:00 p.m. – Dr. Jason Bodey

E. 6:15 p.m. – Mr. Josh Fraser

F. 7:30 p.m. – Dr. Teri Staloch

G. Adjournment

Motion by Karnopp, seconded by Adam, to adjourn at 8:33 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

Minutes
School Board Special Meeting
Fridley Independent School District 14
May 4, 2023

A. Call to Order

Ross Meisner called the Special Meeting of the Fridley School Board to order at 5:00 p.m. on Tuesday, May 4, 2023, at the Fridley Community Center. Present: Abdisalam Adam, Nikki Auna, Jake Karnopp, Ross Meisner, and Donna Prewedo. Absent: Avonna Starck

B. Welcome and Purpose

C. Approval of Agenda with Suggested Motions

Motion by Karnopp, seconded by Adam to approve the agenda for May 4, 2023. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

D. 5:00 PM – Candidate #4 – Dr. Brenda Lewis

E. 6:15 PM – Candidate #5 – Dr. Amy Starzecki via google meet

F. 7:30 PM – Candidate #6 – Dr. Matthew Boucher

Board Member Starck joined the meeting at 8:35 p.m. but did not participate in the vote.

G. 8:45 PM – Search firm/School Board Discussion; Select candidates to move to Round 2

Motion by Meisner, seconded by Karnopp, to move candidates Fraser, Staloch & Lewis to Round 2. Upon vote being taken, all voted in favor, none abstained. Motion carried 5-0.

D. Adjournment

Motion by Karnopp, seconded by Prewedo, to adjourn at 8:40 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 5-0.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

Minutes
School Board Special Meeting
Fridley Independent School District 14
May 8, 2023

A. Call to Order

Ross Meisner called the Special Meeting of the Fridley School Board to order at 7:33 p.m. on Monday, May 8, 2023, at the Fridley Community Center. Present: Abdisalam Adam, Nikki Auna, Jake Karnopp, Ross Meisner, Donna Prewedo, and Avonna Starck. Absent: None

B. Welcome and Purpose

C. Approval of Agenda with Suggested Motions

Motion by Karnopp, seconded by Prewedo to approve the agenda for May 8, 2023. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

D. 7:30 PM – Finalist Candidate Interview #1 – Dr. Brenda Lewis

E. Adjournment

Motion by Karnopp, seconded by Prewedo, to adjourn at 8:33 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

Minutes
School Board Special Meeting
Fridley Independent School District 14
May 9, 2023

A. Call to Order

Ross Meisner called the Special Meeting of the Fridley School Board to order at 7:30 p.m. on Monday, May 9, 2023, at the Fridley Community Center. Present: Abdisalam Adam, Nikki Auna, Jake Karnopp, Ross Meisner, Donna Prewedo, and Avonna Starck. Absent: None

B. Welcome and Purpose

C. Approval of Agenda with Suggested Motions

Motion by Starck, seconded by Prewedo to approve the agenda for May 9, 2023. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

D. 7:30 PM – Finalist Candidate Interview #2 – Dr. Teri Staloch

E. Adjournment

Motion by Karnopp, seconded by Meisner, to adjourn at 8:33 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

Minutes
School Board Special Meeting
Fridley Independent School District 14
May 10, 2023

A. Call to Order

Ross Meisner called the Special Meeting of the Fridley School Board to order at 7:31 p.m. on Monday, May 10, 2023, at the Fridley Community Center. Present: Abdisalam Adam, Nikki Auna, Jake Karnopp, Ross Meisner, Donna Prewedo, and Avonna Starck. Absent: None

B. Welcome and Purpose

C. Approval of Agenda with Suggested Motions

Motion by Meisner, seconded by Adam to approve the agenda for May 10, 2023. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

D. 7:30 PM – Finalist Candidate Interview #3 – Mr. Josh Fraser

E. 8:45 PM – Discussion and Selection of Superintendent

Motion by Prewedo, seconded by Starck, to approve that the School Board or its designee enter into contract negotiations on behalf of Fridley Public Schools with Dr. Brenda Lewis. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

F. Adjournment

Motion by Adam, seconded by Prewedo, to adjourn at 9:26 p.m. Upon vote being taken, all voted in favor, none against, none abstained. Motion carried 6-0.

Ross Meisner, Board Chair

Jake Karnopp, Board Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 14
FRIDLEY, MINNESOTA
TREASURER'S REPORT
MONTH ENDING 4/30/23**

Fund	Balance 3/31/23	Receipts	Payroll Disbursements	A/P Disbursements	Journal Entry Transfers	Balance 4/30/23
General (01)	\$ 35,951,358.27	\$ 4,385,901.80	\$ 1,370,994.39	\$ 1,952,126.43	\$ (475,282.04)	\$ 36,538,857.21
Food Service (02)	872,674.54	263,157.60	38,440.27	76,989.75	(20,031.14)	\$ 1,000,370.98
Transportation (03)	(36,016,385.42)	-	9,275.46	472,118.71	(3,309.69)	\$ (36,501,089.28)
Comm. Service (04)	(42,103.24)	122,083.21	89,296.18	78,973.57	(30,052.52)	\$ (118,342.30)
Operating Capital (05)	(817,566.99)	-	-	2,402.99	-	\$ (819,969.98)
Construction (06)	(410,044.81)	-	-	-	-	\$ (410,044.81)
Debt Service (07)	1,428,598.12	-	-	-	-	\$ 1,428,598.12
Performance Contract (16)	(4,220,892.26)	-	-	-	-	\$ (4,220,892.26)
Activity Fund (19)	202,824.90	9,377.84	-	16,136.73	-	\$ 196,066.01
Dental Self Insurance (20)	345,345.19	241.80	-	26,941.14	27,384.12	\$ 346,029.97
Medical Self Insurance (21)	6,688,441.90	507.12	-	470,466.26	501,291.27	\$ 6,719,774.03
OPEB Trust Fund (25)	88,307.94	16,849.36	-	2,419.71	-	\$ 102,737.59
OPEB Debt Service (47)	160,756.15	-	-	-	-	\$ 160,756.15
Student Activities Under Board Control (51)	98,112.70	3,542.00	-	4,144.03	-	\$ 97,510.67
Total	\$ 1,763,625.69	\$ 4,801,660.73	\$ 1,508,006.30	\$ 3,102,719.32	\$ -	\$ 4,520,362.10

Bank	Balance Per Bank Statement	Outstanding Checks	Outstanding Deposits	Balance per Treasurer's Books
MN Trust - OPEB	\$ 26,723.20	\$ -	\$ -	\$ 26,723.20
MN Trust - Operating	4,884,311.14	390,672.24	-	4,493,638.90
Total	\$4,911,034.34	\$ 390,672.24	\$ -	\$4,520,362.10

Difference \$ (0.00)

Schedule of Investments

As of 4/30/23

Investment	Broker	Type	Purchased	Maturity	Market Value	Par	Yield
MN Trust Full Flex Savings Deposit Account (Tech Cu Phly)	PMA - OPP	SDA	04/03/23	05/01/23	7,795,486.87	7,795,486.87	4.85%
Desert Sands USD-REF	PMA - OPEB	SEC	02/23/21	08/01/23	220,983.40	220,000.00	0.12%
Elga Credit Union, MI	PMA - OPEB	CD	02/07/23	10/13/23	108,050.00	111,526.92	4.74%
EagleBank, VA	PMA - OPEB	CD	02/07/23	10/13/23	241,950.00	249,868.83	4.82%
NYC-D2-TXBL	PMA - OPEB	SEC	02/19/21	12/01/23	989,760.00	1,000,000.00	0.20%
Schenectady Co	PMA - OPEB	SEC	03/09/21	12/15/23	222,498.00	225,000.00	0.20%
Oklahoma City - TXBL	PMA - OPEB	SEC	01/07/20	03/01/24	198,256.00	200,000.00	1.70%
US Treasury N/B	PMA - OPEB	SEC	11/22/21	10/15/24	662,621.09	700,000.00	0.66%
General Electric Credit Union, OH	PMA - OPEB	CD	02/07/23	10/16/24	224,000.00	241,962.88	4.74%
Great Midwest Bank, S.S.B., WI CD	PMA - OPEB	CD	02/07/23	10/16/24	101,000.00	108,604.85	4.45%
US Treasury N/B	PMA - OPEB	SEC	12/21/21	11/30/24	424,852.50	444,000.00	0.80%
US Treasury N/B	PMA - OPEB	SEC	01/21/22	11/30/25	251,549.80	275,000.00	1.35%
US Treasury N/B	PMA - OPEB	SEC	02/24/22	11/30/25	219,534.37	240,000.00	1.72%
Great Midwest Bank, S.S.B., WI CD	PMA - OPEB	CD	12/28/22	12/01/25	120,000.00	134,747.18	4.20%
Totals					\$ 11,780,542.03	\$ 11,946,197.53	

Personnel Changes 2022-2023

New Contracts and Amendments per Master Agreements (2022-2023)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Jim	Cummings	Boys Golf Assistant Coach	Schedule C	FHS
Jim	Cummings	Girls Golf Assistant Coach	Schedule C	FHS
Aaron	Cuthbert	Youth in Government Advisor	Schedule C	FHS
Aaron	Cuthbert	Youth in Government Advisor	Schedule C	FMS
Erin	Drake	Visual Arts Club Advisor	Schedule C	FHS
Kelli	Greenhalgh	Prom Grand March Advisor	Schedule C	FHS
Brooke	Hoiseth	Visual Arts Club Advisor	Schedule C	FHS
Steve	Holt	Youth in Government Advisor	Schedule C	FHS
Camille	Rasmussen	Girls Track Coach	Schedule C	FMS
Zachary	Sander	Marching Band Advisor	Schedule C	FHS
Jessica	Schuette	Youth in Government Advisor	Schedule C	FHS

Individual Contracts (2022-2023)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Johnathan	Spitzer	Facilities Manager	Individual Contract	District

New Contracts and Amendments per Master Agreements (2023-2024)

First Name	Last Name	Assignment	Step/Lane/Salary	School
Ashley	Hufnagle	Grade 6 Teacher	BA / Step 8	FMS
Taylor	Ray	Grade 2 Teacher	MA / Step 5	RLS
Shannon	Skibba	Grade K Teacher	BA / Step 6	HYS

Resignations (2022-2023)

- Lobsang Dorthitsang resigned his Cook position at Hayes Elementary effective April 20, 2023.



FRIDLEY PUBLIC SCHOOLS

May 16, 2023

To: Members of the School Board and Superintendent Hiel

From: Craig Wieber, Director of Finance and Operations
Renee Arbogast, Director of Nutritional Services

Re: Approval of Meal Prices for 2023-24 School Year

RECOMMENDATION:

For the Fridley Board of Education to approve the following meal prices for the 2023-24 school year.

Meal	Level	Price
Breakfast	All students	No charge
Breakfast	Adult	\$2.50
Lunch	Middle/High	No Charge
Lunch	Elementary	No Charge
Lunch	Reduced price – all students	No charge
Lunch	Adult	\$5.50
Milk only	All students	\$0.55

Effective July 1, 2023, all first breakfast and lunches will be a no charge to students per Minnesota State Legislature. Minnesota Department of Education as not released minimum prices for adults so this may need to be changed after guidance is provided.



Agreement To Provide Special Education and Related Staffing

This Agreement is made and entered into by and between the Northeast Metropolitan Intermediate School District No. 916 ("Northeast Metro 916") and Independent School District No. 14 ("School District") on this 1st day of July 2023, for the purpose of Northeast Metro 916 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.

WHEREAS, Northeast Metro 916 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Northeast Metro 916; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Northeast Metro 916 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Northeast Metro 916 is willing and has the authority to enter into an Agreement to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND NORTHEAST METRO 916 AS FOLLOWS:

I. School District Obligations

1. The School District shall be solely responsible for ensuring that appropriate special education and/or related services are made available to its resident students.
2. The School District shall submit any requests for educational and related services for its students in writing in any format, including electronic. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
3. The School District shall be responsible to pay, on a timely basis, any and all invoices submitted by Northeast Metro 916 for the services it provides on behalf of the School District.
4. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this Agreement, such as MARSS reporting.
5. The School District shall provide supervision of Northeast Metro 916 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures,

although the Northeast Metro 916 employees shall remain employees only of Northeast Metro 916. The School District shall notify Northeast Metro 916 of any known non-compliance by Northeast Metro 916 employees with such School District procedures.

6. The number of days in this contract shall be determined by the Northeast Metro 916's employee's labor agreement subject to the School District's pro rata share of the FTE assignment.

II. Northeast Metro 916 Obligations

7. Northeast Metro 916 shall provide special education and/or related services as requested by the School District with appropriately licensed Northeast Metro 916 employees. Northeast Metro 916 shall be responsible for STAR reporting requirements relating to the staffing provided the School District.
8. The individuals assigned to provide special education and/or related services at the School District by Northeast Metro 916 shall be Northeast Metro 916 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Northeast Metro 916, according to applicable Northeast Metro 916 employment agreements, Northeast Metro 916 policies and procedures and any applicable state or federal laws or regulations.
9. Despite the preceding language, the parties expect that the School District shall provide site supervision of the Northeast Metro 916 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Northeast Metro 916 employees assigned to work at the School District shall abide by any and all School District procedures of which s/he is notified.
10. Northeast Metro 916 shall set staffing reimbursement rates for the special education and related services it provides at the School District and shall issue billing invoices quarterly, consistent with the Northeast Metro 916 billing cycle. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
11. This Agreement shall not be construed to give rise to any employment relationship between the School District and any Northeast Metro 916 employee assigned to work at the School District.

III. Transportation of Students

Student transportation shall be provided and paid for by the School District, as required by state and federal laws.

IV. Data Practices

Nothing in this Agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the parties in performing functions under this Agreement

is subject to the requirements of the MGDPA and FERPA and the parties must comply with those requirements.

V. Insurance and Liability

Nothing in this Agreement shall constitute a waiver of the rights, privileges and benefits to which either party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Northeast Metro 916 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Northeast Metro 916 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this Agreement, in an amount and of a nature consistent with each party's Board policies, procedures or practices and as required by the laws of the State of Minnesota.

VI. Term and Cancellation

This Agreement shall commence on the date indicated below and shall remain in effect through June 30, 2024, unless Northeast Metro and the School District mutually agree to terminate or cancel the Agreement prior to that date by 60 days written notice. Written notices under this Agreement shall be sent to:

For Northeast Metro 916:

Assistant Superintendent of Specialized Services
Northeast Metro 916
2540 East County Road F
White Bear Lake, MN
55110

For The School District:

Director of Special Education
Fridley Independent School District No. 14
6000 West Moore Lake Drive
Fridley, MN
55432

VII. Renewal

The parties to this Agreement may renew this Agreement if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the Agreement or any subsequent renewal period, subject to the same terms and conditions as this Agreement, or as otherwise mutually agreed upon.

VIII. Assignment

Neither party to this Agreement shall assign, delegate or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

X. Amendments

This Agreement may be amended during the term of this Agreement and may only be amended in writing by the mutual agreement of the parties.

XI. Entire Agreement

This Agreement contains the entire Agreement between the parties with regard to the matters set forth herein.

IN WITNESS WHEREOF, Independent School District No. 14 and Northeast Metropolitan Intermediate School District No. 916 have executed this Agreement this _____ day of _____, 2023.

INDEPENDENT SCHOOL DISTRICT NO. 14

School Board Chairperson Date: _____

Rama Seifert-Hetting
Director of Special Services Date: 4-21-23

NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916

Marilyn Graberg
School Board Chairperson Date: 4/5/2023

Dan Naidoo
Assistant Superintendent of Specialized Services Date: 3/31/23

LEASE - SPACEMAX OFFICES, LLC – Independent School Dist #13 & #14 - 2023-2025

**4111 Central Avenue
South Building
Columbia Heights, Minnesota**

Lease Agreement

Between

**Independent School District #13
Columbia Heights
&
Independent School District #14
Fridley
(Collectively, Lessee)**

AND

**Space Max Offices, LLC
(Lesser)**

**Lease Agreement
Between
Space Max Offices, LLC- Landlord
And
INDEPENDENT SCHOOL DIST #13 & #14. - Tenant**

Contents

- I **LEASED PREMISES**
 - 1. **Leased Premises**
 - 2. **Improvements**
 - 3. **Commencement Date**
 - 4. **Occupancy Date**
 - 5. **Parking**
 - 6. **HVAC**
- II **TERM AND USE**
 - 1. **Term**
 - 2. **Authorized Use**
 - 3. **Hours of Operation**
- III **RENT**
 - 1. **Gross Rent**
 - 2. **Operating Costs & Real Estate Taxes**
 - 3. **Security Deposit**
 - 4. **Option to Renew**
- IV **LANDLORD'S COVENANTS**
 - 1. **Utilities**
 - 2. **Services**
 - 3. **Keys**
 - 4. **Signage and Graphics**
 - 5. **Repairs by Landlord**
 - 6. **Quiet Enjoyment**
 - 7. **Casualty Insurance**
 - 8. **Landlord's Liability Insurance**
- V **TENANT'S COVENANTS**
 - 1. **Payments by Tenant**
 - 2. **Utilities**
 - 3. **Janitorial Service**
 - 4. **Window Coverings**
 - 5. **Repairs by Tenant**
 - 6. **Care of the Leased Premises**
 - 7. **Assignment or Sublease**
 - 8. **Alterations, Additions, Improvements**
 - 9. **Legal Use and Violations of Insurance Coverage**
 - 10. **Law, Regulations and Rules**
 - 11. **Entry for Repairs and Inspection**
 - 12. **Nuisance**

- 13. Subordination
- 14. Tenant’s Liability Insurance
- 15. Tenant’s Property Insurance
- 16. Estoppel Certificate or Three-Party Agreement
- 17. Hold Harmless Agreement
- VI MUTUAL COVENANTS
 - 1. Condemnation and Loss or Damage
 - 2. Holding Over
 - 3. Fire Damages
 - 4. Attorney’s Fees
 - 5. Tenant’s Default
 - 6. Remedies in Default
 - 7. Amendments
 - 8. Assignments
 - 9. Severability
 - 10. Notices
 - 11. Binding Effect
 - 12. Waiver of Subrogation
 - 13. Substitution
- VII GENERAL PROVISIONS
 - 1. Headings and Captions
 - 2. Execution and Copies
 - 3. Tenant Defined, Use of Pronoun
 - 4. Prepayment of Rent

EXHIBITS

- Exhibit “A” Legal Description
- Exhibit “B” Schematic Plan for Leased Premises

LEASE - SPACEMAX OFFICES, LLC – Independent School Dist #13 & #14 - 2023-2025

DATA SHEET

(1) 4111 Central Avenue, situated in the City of Columbia Heights, County of Anoka, State of Minnesota, and legally described in Exhibit "B" attached hereto.

(2) **PREMISES:** The Premises, ("Premises") is shown on Exhibit "B" attached hereto and designated as Suite 100. For the purpose of this Lease, the Premises shall be deemed to contain 7,247 rentable square feet. (See Article 1).

(3) **TERM:** Twenty Three (23) months

(4) **RENEW:** Three (3) months before lease ending date (on or before 3/1/2025), tenant shall decide in writing to renew the lease for next term.

(5) **ANNUAL GROSS RENT:**

Start Date	End Date	Rent/SF	Expense/S F	Gross Rent/SF	Rent / Month	Period Total
8/1/2023	6/30/2024	\$13.24	\$5.36	\$18.60	\$11,231.10	\$123,542.10
7/1/2024	6/30/2025	\$13.54	\$5.52	\$19.06	\$11,511.87	\$138,142.44

Annual Gross Rent is inclusive of all Operating Expenses, Cleaning, Maintenances and Real Estate Taxes etc. except improvements.

(6) **SECURITY DEPOSIT: \$0.**

(7) **RENTAL ADDRESS:** All rentals and other payments that become due hereunder shall be payable to Landlord and sent to:

Space Max Offices LLC
P. O. Box 689
Lakeville, MN 55044

Or at such other places as Landlord may designate in writing. Each reference in the Lease to any of the data contained in this Data Sheet shall be construed to incorporate the data stated under that title.

OFFICE LEASE AGREEMENT

**4111 Central Avenue
Columbia Heights, Minnesota**

Landlord - Space Max Offices LLC
4111 Central Ave NE, South Building, #208
Columbia Heights, MN 55421

Tenant – INDEPENDENT SCHOOL DIST #13 Columbia Heights,
1440 49th Ave NE,
Columbia Heights, MN 55421

INDEPENDENT SCHOOL DIST #14 Fridley,
600 West Moore Lake Drive,
Fridley, MN 55432

**I.
LEASED PREMISES**

1. **LEASED PREMISES.** As described in Exhibit "B," the Leased Premises to be occupied by the Tenant on the first (1st) floor of the Building and one room on the second floor. Rentable area will include all the space within the demising walls (measured from the midpoint of the demising walls, and, in the case of the exterior walls, measured from the inside surface of the outer glass). Setback for entry doorway purposes will be construed to be within the demising walls and included as rentable area. No deductions from rentable areas will be made for columns and projections necessary to the building. In addition, rentable areas shall include an allocated amount of common area space (e.g., the lobby, hallways, bathrooms and all other areas except flues, vents, stacks, pipe shafts and vertical ducts.) Such allocation shall be based on the ratio between the space occupied by the Tenant and the total space available for tenants within the building.
2. **IMPROVEMENTS.** Tenant will occupy the space in 'as-is' condition.
3. **COMMENCEMENT DATE.** The commencement date in this lease shall be **August 1st, 2023.**
4. **OCCUPANCY DATE.** Tenant shall have the right to occupy the Premise before the Commencement Date upon lease execution. (N/A -- Already moved in)
5. **PARKING.** Landlord agrees to provide access to the building's parking lot for Tenant's employees, invitees and visitors. Parking will be subject to Landlord's rules in effect from time to time.
6. **HVAC**

Landlord will continue on subscriptions to professional HVAC contract services to maintain a reliable HVAC system.

**II.
TERM AND USE**

1. **TERM.** The term of this Lease Agreement shall be for a period of twenty three (23) months, commencing at 12:01 a.m. local time on the Commencement Date (as established in Article I, Section 3) and ending June 30th, 2025, twenty three (23) months following the Commencement Date. Should the term of this Lease Agreement commence on a date other than that specified in this Section, Landlord and Tenant will, at the request of either, execute a declaration specifying such other actual Commencement Date of the term of this Lease Agreement. In such event, rental under this Lease Agreement shall not commence until said revised Commencement Date, and the stated term in this Lease Agreement shall thereupon commence and the expiration date shall be extended so as to give effect to the full stated term.

2. **AUTHORIZED USE.** The Leased Premises are to be occupied by Tenant solely for the purpose of General Office Use (Adult Education School). Tenant shall not use, or permit the Leased Premises to be used, for any other purpose whatsoever, without prior written consent of the Landlord. Said consent shall not be unreasonably withheld.

3. **HOURS OF OPERATION.** Tenant will operate during normal business hours between 7:30 am and 9:00 pm Monday through Friday. If Tenant shall operate outside of business hours, Tenant agrees to notify Landlord of normal business hours for Tenants operation.

**III.
RENT**

1. **GROSS RENT.** Tenant hereby agrees to pay rental payments according to the schedule set forth in paragraph 5 of the Data Sheet.

The "Monthly Gross Rent" as shown in the above data sheet is payable on the first day of each and every month, in advance, during each said lease term. If said rent is received after the FIFTH (5th) day of the month, a 5% late service fee of the balance owing will be assessed without exception.

2. **OPERATING COSTS & REAL ESTATE TAXES.**

(See Data Sheet. The Gross Rent already includes the expenses and real estate taxes. Here below are for information only.)

Monthly Gross Rent, as shown on the above data sheet, includes Tenant's pro rata share of Operating Expenses and Real Estate Taxes, which is estimated as eight and eighty-four percent (40.14% of the total building expense) of the building for the Premises, of the Building operating expenses as may be necessary and reasonable, as estimated from time to time by Landlord, in operating, managing, equipping, policing and protecting, lighting, repairing, replacing non-capital improvement items, and maintaining the Building. The term "Operating Expenses," is used herein, shall mean all expenses and

LEASE - SPACEMAX OFFICES, LLC – Independent School Dist #13 & #14 - 2023-2025

costs (but not specific costs which are separately billed to and paid by specific tenants, and not depreciation expenses or expenses arising from the amortization of any principal or interest payments on Landlord's mortgage debt against the Premises, or payment of income taxes by Landlord to be necessary to the Building), including the following:

- (a) Employee Expenses. Wages, salaries, and related expenses of all employees directly engaged in the operation, maintenance and security of the Building.
- (b) Supplies and Materials. All supplies and materials used in the operation and maintenance of the Building.
- (c) Utilities. Cost of utilities, including water and sewer, heating, cooling, electricity and gas for the building.
- (d) Management and Maintenance Agreement. Third party management costs, maintenance and service agreements for the Building and the equipment therein, including building alarm system(s), window cleaning, janitorial services, rubbish removal and grounds maintenance, lighting, or other services reasonably deemed necessary for the general benefit of the Tenants in the Building.
- (e) Insurance. Cost of all insurance, including, but not limited to, fire, casualty, liability, and business income insurance applicable to the Building and Landlord's personal property used in connection therein.
- (f) Repairs, Replacements, and General Maintenance; costs of repairs, replacements of non-capital items and general maintenance (excluding repairs and general maintenance paid by proceeds of insurance or by Tenant or other third parties, and alterations attributable solely to tenants of the Building other than Tenant).
- (g) Common Area Maintenance. Any and all common area maintenance costs related to public areas of the Building, including sidewalks, the lobby, the parking lot, landscaping, and service areas.
- (h) Real Estate Taxes. All real estate taxes assessed against the Premises. Real estate taxes for any calendar year shall be deemed to be the taxes due and payable in the respective calendar years, even though the levy or assessment thereof may be for a different calendar or fiscal year, and shall include general real estate taxes, special assessments and any other taxes that may be imposed in lieu of, or partially in lieu of, general real estate taxes. Any special assessments levied before lease execution are specifically excluded.
- (i) Other Taxes. All other taxes, service payments in lieu of taxes, excise, levies, fees, or charges, general and special, ordinary and extraordinary, unforeseen as well as foreseen, of any kind which are assessed, levied, charged, confirmed, or imposed by any public authority upon the Building, its operations or the rent provided for in this Lease Agreement.
- (j) Conservation. Tenant agrees to use their best efforts to conserve energy, which includes: turning off lights and equipment, adjusting the Building thermostat, and closing window coverings.

3. **SECURITY DEPOSIT.**

No Deposit Required.

4. **OPTION TO RENEW.**

(i) Tenant shall have the option to extend the Term of this Lease for two (2) additional periods of five (5) years each (the "Option Term(s)"), upon the same terms and conditions contained in this Lease, except as provided in Page 4 the data sheet with respect to Gross Rent during the Option Term(s).

Before exercising the lease renewal option, Tenant will first propose spaces changes in sizes and any upgrades needed.

Each renewal will be based on market conditions and building expenses in property tax, utilities and maintenance costs. Third party realty professionals' opinions can be used as a reference if no agreement is reached between Landlord and Tenant. Each renewal agreement has to be started 120 days before lease period ends and completed 60 days before lease period ends.

**IV.
LANDLORD'S COVENANTS**

Landlord covenants and agrees with Tenant:

1. **UTILITIES.** To cause public utilities to furnish any gas, electricity and water utilized in operating any and all facilities serving the Leased Premises, and including the Leased Premises.
2. **SERVICES.** To furnish Tenant during Tenant's occupancy of the Leased Premises:
 - (a) **Heat and Air-Conditioning.** Heat and air-conditioning to provide a temperature condition required for comfortable occupancy of the Leased Premises and the common areas of the Building during Tenant's normal business hours during such seasons of the year when such services are normally and usually furnished in commercial buildings in the region. Landlord will make every reasonable effort to manage the HVAC System so that temperatures will not exceed 76 degrees or be lower than 67 degrees during normal business hours, which shall be defined as Monday through Friday, from 7:00 am - 9:00 pm. If HVAC breaks down during an extreme weather period and the building air condition becomes continuously un-operable for more than 72 working hours, the landlord will consider refunding the tenant \$400 per day for rent for a maximum 20 days. If the equipment breaks down due to disaster, the tenant's business loss is covered by tenant's insurance and landlord's casualty insurance (see paragraph 7 below).
 - (b) **Water.** Hot and cold water to the common areas of the building, for the use by all tenants of the building and at such temperatures and in such amounts as are considered to be standard.
 - (c) **Lighting - lamps, bulb starters, and ballasts** used in the Leased Premises shall be paid by the Landlord.
 - (d) **Bulb Replacement - all fluorescent bulb replacement and all incandescent bulb replacement** in public areas, public toilets and restroom areas and public stairways serving the Leased Premises.

Failure by Landlord to any extent to furnish the above-described services, or any cessation thereof, resulting from causes beyond the reasonable control of Landlord, shall not render Landlord liable in any respect for damages to either person or property, not be construed as an eviction of Tenant, nor work in abatement of rent, nor relieve Tenant from fulfillment of any covenant or agreement hereof. The foregoing notwithstanding, should any of the equipment or machinery breakdown, or for any reason cease to function properly, Tenant shall have no claim for rebate of rent or damages on account of interruption in services occasioned thereby or resulting therefrom; provided, however, Landlord agrees to use its best efforts to promptly repair said equipment or machinery and to restore said services.

In the event Tenant desires any of the aforementioned services in amounts in excess of those deemed by Tenant to be Building Standard (which shall be identified by Landlord in writing as exceeding the Building Standard), and in the event Landlord elects to provide such additional services, Tenant shall pay to Landlord, as additional rent hereunder, the cost of providing such additional quantities.

3. **KEYS.** To furnish Tenant with a sufficient number of initial keys for each entry and corridor door

entering the Leased Premises as Tenant may reasonably require. Thereafter, additional keys will be furnished by Landlord to Tenant at a charge by Landlord on an order signed by Tenant. All keys shall remain the property of the Landlord. No additional locks shall be allowed on any door of the Leased Premises without Landlord's written permission, and Tenant shall not make, or permit to be made, any duplicate keys, except those furnished by Landlord. Upon termination of this Lease Agreement, Tenant shall surrender to the Landlord all keys to the Leased Premises.

4. **SIGNAGE AND GRAPHICS.** Tenant shall have the opportunity to install signage on the building and monument. See Section 7(a) of Article V, and the “Additional Terms” portion of this Lease for additional information.

5. **REPAIRS BY LANDLORD.** To make only such improvements, or repairs, or replacements, as may be required for normal maintenance, which shall include the repairs to walls, floors, corridors, windows and other structures and equipment within and serving the Leased Premises and such additional maintenance as may be necessary because of damage by persons other than the Tenant, its agents, employees, invitees, or visitors. The obligations of the Landlord to maintain and repair the Leased Premises shall be limited to Building Standard Items. Any leasehold improvements made by Tenant will, at Tenant's written request, be maintained by Landlord at Tenant's expense.

6. **QUIET ENJOYMENT.** To allow Tenant to peacefully have, hold and enjoy the Leased Premises, subject to the other terms hereof, provided that Tenant pays the rental herein recited and performs all of the Tenant's covenants and agreements herein contained. It is understood and agreed that this covenant and any and all other covenants of the Landlord contained in this Lease Agreement shall be binding upon Landlord and its successor only with respect to breaches occurring during its and their respective ownerships of the Landlord's interest hereunder, provided, however, that while the Building undergoes any renovation or construction, Tenant may experience interruptions from time to time of the provision and use of certain services and facilities herein above described. Landlord shall use its best efforts to keep any such interruptions of building services and facilities to a minimum.

7. **CASUALTY INSURANCE.** To maintain and keep in force a policy or policies of insurance with the premiums thereon fully paid in advance, issued by and binding upon an insurance company selected by Landlord, insuring the Building against loss or damage by fire, or other insurable hazards and contingencies for the full insurable value thereof, or, in the alternative, co-insuring for 80% of the replacement costs thereof, provided that Landlord shall not be obligated to insure any furniture, equipment, machinery, goods or supplies not covered by this Lease Agreement which Tenant may bring or obtain upon the Leased Premises, or any additional improvement which Tenant may construct thereon. If the annual premiums charged Landlord for such casualty insurance exceed the standard premium rates because Tenant's operations result in extra-hazardous exposure, then Tenant shall, upon receipt of appropriate premium invoices, reimburse Landlord for such increases in such premium.

8. **LANDLORD'S LIABILITY INSURANCE.** To maintain a policy or policies of comprehensive general liability insurance with premiums thereon fully paid on or before the due date, issued by and binding upon an insurance company selected by Landlord, such insurance to afford protection of no less than Two Million Dollars (\$2,000,000) combined single limit, for injuries to persons, including death, and for damage to the property including loss of use thereof.

**V.
TENANT'S COVENANTS**

Tenant covenants and agrees with Landlord:

1. **PAYMENTS BY TENANT.** To pay all rent and sums provided to be paid to Landlord hereunder at the times and in the manner herein provided.
2. **UTILITIES.** To pay for all telephone service supplied to the Leased Premises.
3. **JANITORIAL SERVICE.** Landlord provides daily janitorial services
4. **WINDOW COVERINGS.** Tenant agrees that any window coverings and any installation thereof used on all interior and or exterior windows within leased premises are at Tenant's cost and must be of a type and color as specified by Landlord.
5. **REPAIRS BY TENANT.** At the Tenant's own cost and expense, to repair or replace any damage or injury done to the Building, or any part thereof, caused by Tenant or Tenant's agents, employees, invitees or visitors; provided, however, if Tenant fails to make such repairs or replacements promptly, Landlord may, at its option, make such repairs or replacements, and Tenant shall repay the cost thereof to the Landlord on demand, except for normal wear and tear.
6. **CARE OF THE LEASED PREMISES.** Not to commit or allow any waste or damage to be committed on any portion of the Leased Premises, and at the termination of this Lease Agreement, by lapse of time or otherwise, to deliver up said Leased Premises to Landlord in as good condition as the Leased Premises existed at the date of possession by Tenant, ordinary wear and tear excepted. Upon such termination of this Lease Agreement, Landlord shall have the right to re-enter and resume possession of the Leased Premises.
7. **ASSIGNMENT OR SUBLEASE.** Tenant may not, voluntarily or by operation of law, assign or transfer this Lease, or sublease the whole or any part of the Leased Premises, without the written consent of the Landlord, whose consent shall not be unreasonably withheld.

Any assignment made by Tenant pursuant to this Section 6 shall not become effective until the assignee, in writing, shall assume this Lease and agree to perform and be bound by all of the obligations of Tenant accruing under this Lease Agreement from and after the date of such assignment. In no event shall any assignment by Tenant of this Lease Agreement operate to release Tenant, or any guarantor of Tenant, of its obligation for performance under this Lease Agreement. The Landlord's right to assign this Lease Agreement is, and shall remain, absolute and unqualified. In the event of the sale of the Leased Premises, Landlord shall be, and hereby is, relieved of all of the covenants and obligations created hereby, and such sale shall result automatically in the purchaser assuming and agreeing to carry out all of the covenants and obligations of Landlord herein.

8. **ALTERATIONS, ADDITIONS, IMPROVEMENTS.** Not to permit the Leased Premises to be used for any purpose other than that stated in the Use clause hereof, or to make, or allow to be made, any

alterations, additions or improvements in or to the Leased Premises, or any part thereof, without first obtaining the written consent of the Landlord (which will not be unreasonably withheld), excepting minor cosmetic or decorating changes if no damage is done to the Leased Premises as a result of such changes (which may be made without the prior consent of the Landlord). Any and all such alterations, additions or improvements made to or in the Leased Premises, including, but not limited to, wall paneling, paneling and built-in cabinet work, but except moveable furniture and trade fixtures, shall at once become part of the realty and belong to the Landlord and shall be surrendered with the Leased Premises. In the event the Landlord consents to making of any alterations, additions or improvements to the Leased Premises by Tenant, the same shall be made by Tenant with cost and expense to be agreed upon in writing between Tenant and Landlord in advance. Upon the expiration or sooner termination of the term thereof, Tenant shall, upon written demand by Landlord, be given at least thirty (30) days prior to the end of the term, at Tenant's sole cost and expense, forthwith and with all due diligence, to remove any alterations, additions or improvements made by Tenant, originally so designated by Landlord to be removed, and Tenant shall, forthwith and with all due diligence, at its sole cost and expense, repair any damage to the Leased Premises caused by such removal.

(a) Signs. Excepting the signage referred to in the "Additional Terms" section of this lease, Tenant shall not erect, display or affix any sign, shade, awning, fence, antenna, or any device or structure whatsoever, upon or above the exterior of the Leased Premises or upon the building in which the Leased Premises are situated, nor upon the exterior walls or roof thereof, without, in each instance, first obtaining the written consent of Landlord. Tenant shall remove such signs upon the termination of this Lease or any renewal thereof and shall restore any damage to the Premises caused thereby. Any sign erected by Tenant shall conform to any and all governmental rules, regulations, ordinances and laws with respect to the same, and shall not be distasteful, defacing, and unfit or affect the structural strength of said improvements.

(b) Other. Without the prior written consent of Landlord, Tenant shall not mark, paint, drill, deface, injure, waste, damage or alter the exterior of the Leased Premises; conduct business so as to constitute a nuisance to other tenants or occupants; burn trash or garbage; display merchandise on or about the common area of the premises or other tenants or occupants; overload any floor or facility; make any structural alterations except as provided in this Lease Agreement; throw foreign substances in the plumbing facilities or use the same for any purpose other than that for which they were constructed.

9. **LEGAL USE AND VIOLATIONS OF INSURANCE COVERAGE.** Not to occupy, use or permit any portion of the Leased Premises to be occupied or used for any business or purpose which is unlawful, improper, disreputable or deemed to be extra-hazardous, or permit anything to be done which would in any way increase the rate of fire insurance coverage or other insurance on the Building and/or its contents. Tenant shall not do or permit anything to be done in or about the Leased Premises which would in any way obstruct or interfere with the rights of other tenants or occupants of the Building. Tenant agrees specifically that no food, soft drink or other vending machines will be installed within the Leased Premises without the consent of the Landlord.

10. **LAWS AND REGULATIONS AND RULES.** To comply with all laws, ordinances, orders, rules and regulations (state, federal, municipal, or promulgated by other agencies or bodies having any jurisdiction thereof) relating to the use, condition or occupancy of the Leased Premises (exclusive of compliance with laws, ordinances, orders, rules or regulations relating to capital improvements to the

Building, which shall be the responsibility of the Landlord except as otherwise expressly provided in this Lease Agreement).

11. **ENTRY FOR REPAIRS AND INSPECTION.** To permit Landlord or its agents or representatives to enter into and upon any part of the Leased Premises at all reasonable hours to inspect same, clean, make repairs, alterations and additions thereto or exhibit the Leased Premises to prospective tenants, purchasers or others, or for other reasonable purposes as Landlord may deem necessary or desirable, and Tenant shall not be entitled to any abatement or reduction of rent, or any other sums due and Tenant waives any claim for damages or for any injury or inconvenience or for interference with Tenant's business, and any other loss occasioned thereby. Landlord shall make every effort to notify Tenant in advance of such entry and to keep any disruption to a minimum. Said entry will occur during non-business hours whenever possible.

12. **NUISANCE.** To conduct its business and control its agents, employees, invitees and visitors in such a manner as not to create any nuisance, or interfere with, annoy or disturb any other tenant of Landlord in its operation of the Building.

13. **SUBORDINATION.** This Lease, including the covenant of quiet enjoyment, is subject and subordinate to all ground or underlying Leases now or hereafter entered into and to all present mortgages affecting the real estate on which the Building is located or the Building, to all renewals and extensions thereof, and to any mortgage or deed of trust which may hereafter be executed affecting the real estate upon which the Building is located or the Building. The Tenant hereby agrees to execute, if the same is required or requested, any and all instruments in writing to subordinate the Tenant's rights acquired by this Lease to the lien of any such mortgage, lease, or deed of trust. Notwithstanding the foregoing, the Tenant agrees to attorn to any purchaser at foreclosure sale, to any grantee or transferee designated to any deed given in lieu of foreclosure, or to any mortgage in possession, provided that the Lease shall thereafter continue in full force and effect.

14. **TENANT'S LIABILITY INSURANCE.** To obtain at Tenant's expense and keep in force during the term of this Lease a policy of comprehensive general liability insurance. Such insurance to afford protection of not less than \$1,000,000 combined single limit.

If the Tenant shall fail to procure and maintain such insurance, Landlord may, but shall not be required to, procure and maintain the same, but at the expense of the Tenant, which expense shall become additional rent hereunder. Tenant shall deliver to Landlord, prior to occupancy, copies of policies of liability insurance required herein or certificates evidencing the existence and amounts of such insurance. Tenant may use blanket insurance coverage to satisfy the requirement.

15. **TENANT'S PROPERTY.** Tenant shall not have any claim against Landlord for damage to Tenant's property stored at the Leased Premises, which occurs as a result of a fire, explosion, falling plaster, steam, gas, electricity, water, or rain which may leak for any reason from any part of the Building or from the pipes, appliances, or plumbing works therein or from the roof, street, or sub-surface or from any other place, unless such damage is due to the intentionally tortious conduct or negligence of the Landlord, its agents, servants, or employees.

16. **ESTOPPEL CERTIFICATE OR THREE-PARTY AGREEMENT.** To execute either an estoppel

certificate addressed to any mortgagee of Landlord or three-party agreement among Landlord, Tenant and such mortgagee(s) certifying as to such facts (if true) and agreeing to such notice, provisions and other matters as such mortgagee(s) may require in connection with Landlord's financing.

17. **HOLD HARMLESS AGREEMENT.** To the extent allowed by law, the Tenant shall indemnify and hold the Landlord harmless from any and all claims, demands, and damages arising from the negligence of the Tenant, or any officer, agent, employee, guest, invitee of the Tenant, and from all costs, attorney's fees, expenses, and liabilities incurred with respect to any such claim or action. The Tenant hereby assumes all risk of damage to property or injury to persons in, upon, or about the Demised Premises, from any cause other than the intentionally tortious or negligent acts of the Landlord, and the Tenant hereby waives all claims in respect thereof against Landlord.

Neither the Landlord nor its agents, contractors, or subcontractors shall be liable for any damage or loss by theft to property entrusted to employees of the Building with the landlord's consent or otherwise, nor for any injury to or damage to persons or property resulting in fire, explosion, falling plaster, steam, gas, electricity, water, or rain which may leak for any reason from any part of the Building or from the pipes, appliances, or plumbing works therein or from the roof, street, or sub-surface or from any other place unless due to the intentionally tortious conduct or negligence of the Landlord, its agents, servants, or employees. The Landlord shall not in any event be liable for loss of business of the Tenant or for salaries paid to the Tenant's employees, agents, or contractors, nor for any latent defect in the Demised Premises or in the Building. The Tenant shall give prompt notice to the Landlord in case of theft, fire, or accidents in the Demised Premises or in the Building or of defects therein or in the fixtures or equipment.

VI. MUTUAL COVENANTS

Landlord and Tenant mutually covenant and agree as follows:

1. **CONDEMNATION AND LOSS OR DAMAGE.** If the Leased Premises shall be taken or condemned for any public purpose to such an extent as to render the Leased Premises untenable, this Lease Agreement shall, at the option of either party, forthwith cease and terminate. All proceeds from any taking or condemnation of the Leased Premises shall belong to and be paid to Landlord, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease.

2. **HOLDING OVER.** In the event of holding over by Tenant after expiration or termination of this Lease Agreement without the written consent of Landlord, Tenant shall pay, as liquidated damages, One Hundred Fifty Percent (150%) the base rent which Tenant was obligated to pay for the month immediately preceding the end of the term of this Lease Agreement for each month or any part thereof of any such holdover period. No holding over by Tenant after the term of this Lease Agreement shall operate to extend the lease term. In the event of any unauthorized holding over, Tenant shall indemnify Landlord against all claims for damages by any other tenant to whom Landlord may have leased all or any part of the Leased Premises covered hereby effective upon the termination of the Leased Agreement. Any holding over with the consent of Landlord in writing shall thereafter constitute this Lease Agreement a lease from month to month.

3. **FIRE DAMAGES.** In case said premises shall become untenable or unfit for occupancy in whole or in part by the total or partial destruction of said building by fire or other casualty and said Landlord shall fail or refuse within sixty (60) days thereafter to agree in writing to restore the same within ninety (90) days, this Lease may be terminated by either Landlord or Tenant with notice in writing; and in case said Landlord shall agree in writing to restore the same within said time, the rent to be paid hereunder pending such restoration shall be abated in proportion to the loss and impairment of the use of said premises.

4. **ATTORNEY'S FEES.** In the event either party places the enforcement of this Lease Agreement, or any part hereof, or the collection of any rent due, or to become due hereunder, or recovery or possession of the Leased Premises, in the hands of an attorney, or files suit upon the same, the non-prevailing party shall pay the other party's reasonable attorney fees and court costs.

5. **TENANT'S DEFAULT.** The occurrence of any one or more of the following events shall constitute a default and breach of this Lease Agreement by Tenant:

(a) **Vacating or Abandoning.** The vacating or abandoning of the Leased Premises by Tenant by more than sixty (60) days prior to the expiration of the term hereof, without meeting Tenant's payment obligations to Landlord.

(b) **Failure to Make Payments.** The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder, as and when due, where such failure shall continue for a period of five (5) days after written notice thereof by Landlord to Tenant.

(c) **Failure to Observe or Perform.** The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease Agreement to be observed or performed by Tenant, other than described in Article VI, Section 5, Paragraph (b) above, where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

(d) **Financial Impairment.** The filing by or against Tenant of a petition to have Tenant adjudged bankrupt, a petition or a reorganization arrangement under any law relating to bankruptcy (unless, in the case of petition filed against Tenant, the same is dismissed within sixty (60) days); or the appointment of a trustee or a receiver to take possession of substantially all of Tenant's assets located at the Leased Premises or of Tenant's interest in this Lease Agreement, where such seizure is not discharged within thirty (30) days.

6. **REMEDIES IN DEFAULT.** In the event of any such default or breach by Tenant, Landlord may at any time thereafter, in its sole discretion, with notice or demand and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

(a) **Termination of Tenant's Right to Possession.** Terminate Tenant's right to possession of the Leased Premises by any lawful means, in which case this Lease Agreement shall terminate and Tenant shall surrender possession of the Leased Premises to Landlord. In such event, Landlord shall be entitled to recover from Tenant all such damages incurred by Landlord by reason of Tenant's default including, but

not limited to, the cost of recovering possession of the Leased Premises; expenses of re-letting; and reasonable attorney fees; Unpaid installments of the rent or other sums shall bear interest from the date due at the maximum rate permitted by law.

(b) **Maintenance of Tenant's Right to Possession.** Maintain Tenant's right to possession, in which case this Lease Agreement shall continue in effect whether or not Tenant shall have abandoned the Leased Premises. In such event Landlord shall be entitled to enforce all of Landlord's right and remedies under this Lease Agreement, including the right to recover the rent and any other charges and adjustments as may become due hereunder. Landlord will exercise its duty to mitigate losses by actively seeking other tenants.

(c) **Other Remedies.** Pursue any other remedies now or hereafter available to Landlord or Tenant under the laws or judicial decisions of the State of Minnesota.

(d) **Waiver.** Failure of Landlord to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Landlord shall have the right to declare any such default at any time thereafter.

7. **AMENDMENTS.** This Lease Agreement may not be altered, changed or amended, except by an instrument in writing, signed by both parties hereto.

8. **ASSIGNMENTS.** Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations under this Lease Agreement and in the Building and property referred to herein, and in such event and upon its transferee's assumption of Landlord's obligations hereunder, no further liability or obligations shall thereafter accrue against Landlord hereunder, providing that, at time of transfer, Landlord has met all of its obligations herein.

9. **SEVERABILITY.** If any term or provision of this Lease Agreement or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this Lease Agreement, or the application of such provisions to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this Lease Agreement shall be valid and shall be enforceable to the extent permitted by law.

10. **NOTICES.** All notices or demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing. All notices and demands by the Landlord to the Tenant shall be sent by United States mail, postage prepaid, addressed to the Tenant at the Leased Premises, and to the address specified in this Lease Agreement, or to such other place as Tenant may from time to time designate in a notice to the Landlord. All notices and demands to the Landlord shall be sent by United States mail, postage prepaid, addressed to the Landlord at the address set forth herein, and to such other person or place as the Landlord may from time to time designate in a notice to the Tenant.

11. **BINDING EFFECT.** This Lease Agreement shall be binding upon and inure to the benefit of the Landlord, its successors and assigns, and shall be binding upon and inure to the benefit of Tenant, its successors, and, to the extent assignment may be approved by Landlord hereunder, Tenant's assigns. All rights and remedies of Landlord and Tenant under this lease Agreement are declared to be a

Minnesota contract, and all of the terms hereof shall be construed according to the laws of the State of Minnesota.

12. **WAIVER OF SUBROGATION.** Landlord and Tenant hereby release each other from, and covenant that neither shall be liable to the other, the other's insurance carrier or carriers, or anyone claiming under or through the other, for all liability for loss or damage whatsoever occasioned to property owned by said parties which is caused by, or might be incident to, or may be the result of, fire, or any other casualty against loss for which either party is covered by fire, extended coverage, or other insurance policies, to the extent of such coverage, regardless of the cause of, or origin of, such loss or damage, specifically including the negligence of the other party, the other's agents, employees, invitees, or guests. Provided, however, that this Waiver of Subrogation shall not be applied, not bar recovery, by either party hereto from its own insurance carrier or carriers of any benefits which would otherwise be payable under any such policy of insurance.

13. **SUBSTITUTION.** Landlord reserves the right, on thirty (30) days written notice to Tenant, to substitute other premises within the Building for the Leased Premises. The substituted premises shall contain substantially the same square footage as the Leased Premises, shall contain comparable improvements and the base rent shall not exceed the base rent specified above. Landlord shall pay all reasonable costs of relocating Tenant to substitute space.

VII. GENERAL PROVISIONS

1. **HEADINGS AND CAPTIONS.** The Article, Section and Paragraph titles herein are for convenience only, and do not define, limit or construe the contents of such Articles, Sections, or Paragraphs.

2. **EXECUTION AND COPIES.** This Lease Agreement shall not be binding upon the parties hereto until duly executed by an authorized person or persons on behalf of both parties and delivered to the other party. This Lease Agreement may be executed in multiple counterparts, each of which shall be deemed an original; and it shall be necessary, in making proof of this Lease Agreement, to produce or account for more than one such counterpart.

3. **TENANT DEFINED, USE OF PRONOUN.** The word, "Tenant", shall be deemed and taken to mean each and every person or party mentioned as a tenant herein, be the same one or more; and if there shall be more than one tenant, any notice required or permitted by the terms of this Lease Agreement may be given by or to any one thereof. The use of the neuter singular pronoun to refer to Landlord or Tenant shall be deemed a proper and necessary grammatical change, required to make the provisions thereof apply in the plural sense where there is more than one Landlord or Tenant to either corporations, associations, partnerships, or individuals, males or females, shall in all instances be assumed as though in each case fully expressed.

4. **PAYMENT OF RENT**
Said monthly installments to be due and payable by Tenant in advance of the first day of each calendar month during the Term of

LEASE - SPACEMAX OFFICES, LLC – Independent School Dist #13 & #14 - 2023-2025

this Lease Agreement, or any extension or renewal thereof, without prior demand and without any abatement, deduction or set off whatsoever except as provided in the Lease, at the office of the Landlord at:

SpaceMax Offices, LLC
P. O. Box 689
Lakeville, MN 55044

IN WITNESS WHEREOF, the parties hereto have executed this Lease the day and year first above written.

LANDLORD:

Space Max Offices, LLC

By: _____

Its: _____

Date: _____

TENANT:

INDEPENDENT SCHOOL DIST #13 & #14

By: _____

Its: _____

Date: _____

Exhibit “A”

Legal Description

THAT PRT OF W 86 FT OF LOT 15 BLK 4 RESERVOIR HILLS LYG SLY OF ELY EXT OF N LINE OF LOT 21 SD BLK 4 RESERVOIR HILLS TOG/W LOTS 21, 22, 23, 24, 25, & 26 EX THE S 20 FT OF SD LOT 26 BLK 4 RESERVOIR HILLS TOG/W THE W1/2 OF LOT 31 BLK 4 RESERVOIR HILLS LYG NLY OF ELY EXT OF N LINE OF SD S 20 FT OF LOT 26 TOG/W THE W 15 FT OF E1/2 OF SD LOT 31 EX THE S 163.5 FT THEREOF TOG/W THE N 60 FT OF S 223. 5 FT OF E 15 FT OF W 30 FT OF E1/2 OF SD LOT 31 BLK 4 RESERVOIR HILLS SUBJ TO EASE OF RECORD

Anoka County Property I.D.

36-30-24-23-0149

