

Business Meeting

Tuesday, March 28, 2023 6:00 PM

Oak Park Building, 6355 Osman Avenue North, Stillwater, MN 55082

I. Recognition	Speaker (s) : Ms. Alison Sherman, School Board Chair
II. Public Comment	Speaker (s) : Ms. Alison, School Board Chair
III. Call to Order	Speaker (s) : Ms. Alison Sherman, School Board Chair
IV. Roll Call	Speaker (s) : Ms. Alison Sherman, School Board Chair
V. Pledge of Allegiance	Speaker (s) : Ms. Alison Sherman, School Board Chair
VI. Approval of Agenda	Speaker (s) : Ms. Alison Sherman, School Board Chair
VII. Student Report	Speaker (s) : Ms. Iliana Balok and Ms. Keira Jelinek, Student Representatives
VIII. Superintendent Report	Speaker (s) : Dr. Mike Funk, Superintendent
IX. Board Chair Report	Speaker (s) : Ms. Alison Sherman, School Board Chair
X. Consent Agenda	
X.A. School Board Meeting Minutes, February 28, 2023	Speaker (s) : Ms. Katie Hockert, School Board Clerk
X.B. School Board Development Workshop Minutes, March 6, 2023	
X.C. School Board Work Session, March 14, 2023	Speaker (s) : Ms. Katie Hockert, School Board Clerk
X.D. Payment of Invoices - March 11, 2023 - March 24, 2023	Speaker (s) : Ms. Marie Schrul, Executive Director of Finance
X.E. Stillwater Area High School Business Professionals of America (BPA) to Anaheim, California for the National Leadership Conference.	Speaker (s) : Mr. Phil Schut, Advisor
X.F. Approval of Solar Panel Installation at Stillwater Area High School and Brookview Elementary	Speaker (s) : Mark Drommerhausen, Director of Operations
X.G. Non-Renewal of One Year Only Positions	Speaker (s) : Mr. Bob Graf, Executive Director of Human

		Resources
X.H.	Human Resources Personnel Report	Speaker (s) : Mr. Bob Graf, Executive Director of Human Resources
XI. Action Item		
XI.A.	2022-2023 Revised Budget	Speaker (s) : Ms. Marie Schrul, Executive Director of Finance
XI.B.	Stonebridge Elementary Renovations	Speaker (s) : Mr. Mark Drommerhausen, Director of Operations
XI.C.	Multi-Site LTFM Improvement Package	Speaker (s) : Mr. Mark Drommerhausen, Director of Operations
XI.D.	Resolution Non-Renewing Probationary Teaching Contracts	Speaker (s) : Mr. Bob Graf, Executive Director of Human Resources
XI.E.	RESOLUTION ESTABLISHING COMBINED POLLING PLACES	Speaker (s) : Ms. Alison Sherman, School Board Chair
XII. Reports		
XII.A.	GATE program evaluation	Speaker (s) : Dr. Caleb Drexler Booth , Director of Teaching and Learning and Dawn Waller Lueck- Director of Schools
XIII.	Adjournment	Speaker (s) : Ms. Alison Sherman, School Board Chair
XIV. Attachments		

- I. Recognition: Ben Straka teaches high school astronomy and biology. He has been recognized by the National Society of High School Scholars as a Claes Nobel Educator of the Year.
- II. Public Comment: Nancy Matchey - The Better Together Campaign Update. Background and plans for Ponies Baseball and Softball Facilities; Mike McCarthy - Board Opportunity to acknowledge and hear minority voices in the community; David Aukstakalnis - Interim board member nomination.
- III. Call to Order: The meeting was called to order at 6:13 p.m.
- IV. Roll Call: Present: Katie Hockert, Pete Kelzenberg, Beverly Petrie, Annie Porbeni, Alison Sherman, Andrew Thelander
- V. Pledge of Allegiance
- VI. Approval of Agenda: Motion made by Sherman to approve the agenda, seconded by Porbeni, Carried 6-0.
- VII. Student Report: Kiera shared an update on sporting events. Iliana shared that Students prevailed 39 to 36 in the student/teacher basketball game and won the first scheduled student/staff dodgeball game. There was a great turn out for the Battle of the Bands on February 17. Students are preparing for their standardized tests. They look forward to school activities and spring sports.
- VIII. Superintendent Report: As part of School Board Appreciation month, board members received a certificate of appreciation from the State of Minnesota and Superintendent Funk thanked them for their service to the district and the community. He also recognized and thanked our bus drivers for their dedication and commitment to our students, families and staff. Board members were provided a mid-year assessment update, including the growth made in elementary literacy scores.
- IX. Board Chair Report: Chair Sherman acknowledged that the 2021-2022 School Board Goals were accomplished. If you would like to share stories with the district, please fill out the "Pony Stories" form found under the communication section of the district's website. If you are interested in participating or sharing input with the district, please visit the "Get Involved" page found on the community section of the district's website. Congratulations to former alumni Jessie Diggins for winning the first women's USA medal in Cross Country Skiing.
- X. Consent Agenda:
 - A. School Board Minutes, January 24, 2023
 - B. School Board Special Meeting Minutes, February 13, 2023
 - C. School Board Meeting Minutes, February 16, 2023
 - D. Payment of Invoices - February 11, 2023 - February 24, 2023 and Off-cycle Payments from Previous Register.
 - E. Stillwater Wind Symphony and Wind Ensemble Field Trip
 - F. Human Resources Personnel ReportMotion made by Sherman to approve consent agenda A-F, seconded by Petrie, Carried 6-0.
- XI. Reports
 - A. iDEAL Energies proposal on Solar Panels: Representatives from iDeal Energies presented a proposal for solar rooftop panels at the high school and Brookview Elementary.
 - B. Amigos Unidos Dual Language Spanish Immersion Program Evaluation: School board members received information from a recent evaluation of the dual language Spanish immersion program, which first began in 2017. The evaluation looked at enrollment and demographic information, achievement results, satisfaction rates of families and staff, and program costs. It also provided opportunities and considerations for the future.

XII. Action Items

- A. 2023-2026 Achievement and Integration Plan: The board reviewed the plan which included updated goals and programming for the next several years. Motion by Hockert to approve the 2023-2026 Achievement and Integration Plan, seconded by Thelander, carried 6-0.
- B. Alternative Learning Center "ALC" Phase I Bids: As part of the Oak Park Building’s continuing upgrades and onset of moving the ALC Program, Stillwater Area Public Schools requested bids to replace the boiler plant, domestic water piping, sidewalks, and provide additional parking. The additional parking will accommodate the ALC students and staff. These projects are part of the FY23 Long-Term Facilities Maintenance program and Capital Facility budget. Construction costs are estimated to total \$2,408,000 for the early bid package. Motion made by Sherman to approve the ALC Phase I Bids, seconded by Petrie, carried 6-0.
- C. Legislative Platform 2023: Each year the board approves a legislative platform, which members share with local legislators to express needs within the school district. The top priorities for this year are (1) Stabilize education funding, and (2) Empower local decision-making. Motion made by Sherman to approve the Legislative Platform 2023, seconded by Kelzenbers, carried 6-0.
- D. Resolution for Board Vacancy by Appointment: During a board meeting on February 16, 2023, six candidates were interviewed to fill the board vacancy by appointment. Board members ranked their top three candidates on a paper ballot. The chart below documents the points awarded to each candidate based on their ranking. Chris Lauer was the candidate with the highest total and was elected by resolution to fill the vacancy by appointment until a special election in November 2023.

	Bethany Cox	Jessica L Johnson	Christopher Kunze	Chris Lauer	Alison Wright Sellman	Eric Uddin
Katie Hockert	2		1	3		
Pete Kelzenberg	2		1	3		
Beverly Petrie	2		1	3		
Annie Porbeni	3		2	1		
Alison Sherman	1		2	3		
Andrew Thelander	3		1	2		
Total	13		8	15		

Motion made by Sherman to approve the Resolution for Board Vacancy by Appointment, seconded by Petrie, carried 6-0.

- E. Approval of Policy 416 - Drug and Alcohol Testing: This policy is being presented for a final reading. Motion made by Hockert to approve Policy 416 - Drug and Alcohol Testing, seconded by Kelzenberg, carried 6-0.
- F. Approval of Policy 418 - Drug-Free Workplace/Drug-Free School: This policy is being presented for a final reading. Motion made by Sherman to approve Policy 418 - Drug-Free Workplace/Drug-Free School, seconded by Porbeni, carried 6-0.

G. Approval of Policy 419 - Tobacco-Free Environment: This policy is being presented for a final reading. Motion made by Hockert to approve Policy 419 - Tobacco-Free Environment, seconded by Petrie, carried 6-0.

XIII. Adjourn

A. The meeting adjourned at 9:53 p.m.

Respectfully submitted, Katie Hockert, Board Clerk

Independent School District 834 – Stillwater Area Public Schools
Oak Park Building, 6455 Osman Ave N, Stillwater MN 55082
Board Development Meeting Monday, March 6 2023 2:00 PM

- I. Call to Order: The meeting was called to order at 2:07 p.m.
- II. Roll Call: Present: Katie Hockert, Pete Kelzenberg, Beverly Petrie, Alison Sherman, Andrew Thelander; Absent: Annie Porbeni
- III. Pledge of Allegiance
- IV. Opening Activity: The board participated in an opening activity with district administrators.
- V. Approval of Agenda: Motion made by Sherman to approve the agenda, seconded by Kelzenberg, Carried 5-0.
- VI. Reports
 - A. Survey Results: The Morris Leatherman Company shared the results of the community survey with board members from the 2023 residential study.
- VII. Board Development Session
 - A. Directors Update: Directors shared a brief description of their responsibilities and duties with board members.
 - B. Budget and Finance 101: Budget and Finance 101 has been moved to the March 14, 2023 Work Session.
 - C. Strategic Planning and Board Goals: TeamWorks shared the planning process with the board, including building and department strengths and needs, operational plan, strategic roadmap and the school board's 3-year governance plan.
- VIII. Adjourn
 - A. The meeting adjourned at 8:34 p.m.
Respectfully submitted, Katie Hockert, Board Clerk

Independent School District 834 – Stillwater Area Public Schools
Oak Park Building, 6455 Osman Ave N, Stillwater MN 55082
Work Session Tuesday, March 14, 2023 6:00 PM

- I. **Call to Order:** The meeting was called to order at 6:04 p.m.
- II. **Roll Call:** Present: Katie Hockert, Pete Kelzenberg, Beverly Petrie, Alison Sherman, Andrew Thelander; Absent: Annie Porbeni
- III. **Pledge of Allegiance**
- IV. **Approval of Agenda:** Motion made by Sherman to approve the agenda, seconded by Petrie, Carried 5-0.
- V. **Consent Agenda:**
 - A. Payment of Invoices - February 25, 2023 to March 10, 2023 & Off-Cycle payments from previous register
 - B. American Indian Education Program Annual Compliance
Motion made by Sherman to approve consent agenda A and B, seconded by Kelzenberg, Carried 5-0.
- VI. **Study Session**
 - A. Facility Conversation - Ms. Carissa Keister. The facility planning team is made up of parents, community members, city officials and district staff. There will be community engagement opportunities and a second community survey to gather feedback from the greater community on all facility recommendations.
 - B. Elementary Science Materials - Dr. Caleb Drexler Booth, Director of Teaching and Learning. The board received information on the new K-5 Science materials, Smithsonian Science for the Classroom, which will be implemented in the winter of 2023.
 - C. Budget and Finance 101 - Ms. Marie Schrul, Executive Director of Finance. The board reviewed school finance basics, including the fiscal activity calendar, financial activities requiring board action, funds and balances, levies and truth and taxation.
- VII. **Adjourn:** The meeting adjourned at 7:35 p.m.

Respectfully submitted, Katie Hockert, Board Clerk



Field Trip / Overnight Athletic Team Trip Pre-Approval Form

PLEASE REVIEW FIELD TRIP PROCEDURES/REQUIREMENTS ON BACK OF FORM PRIOR TO SUBMITTING FOR APPROVAL.

Teacher/Coach/Advisor: Phil Schut Cell Phone #: (620) 255-4898

In conjunction with (team/class/organization): BPA Club

Educational/Trip Purpose: National Competition for event finalists (NCC)

Itinerary details must be attached

Destination: ANAHEIM, CALIFORNIA - HILTON ANAHEIM

Destination Address/Phone: 777 W. CONVENTION WAY, ANAHEIM, CA 92802 (714) 750-4321
(Address, City, State) (Phone number)

Departure from school Date: 4/26 Return to school Date: 5/1

Depart from school Time: PARENT DROP OFF @ AIRPORT Arrival to destination Time: pending

Departure from destination Time: pending Return to school Time: Normal return M 5/1

Number of: Students/Team Members: (Attach List) 8

Directors/Coaches: 1 Names: PHIL SCHUT

Chaperones*: 2 Names: AMY PETERSON, JASON FASICK

* All chaperones must have a completed and approved criminal background check.

Mode of Travel (see back for more info): AIRLINE - haven't booked yet. Will update once booked

Lodging Information (if overnight): HILTON ANAHEIM ADDRESS IN PH. # ABOVE
(Hotel Name, Address, City, State) (Phone number)

Safety/Security Plans Reviewed T 3/14, WEEK OF 3/27, T 4/4, T 4/11, T 4/18, T 4/25 Code of conduct / Conference protocol

Discipline & Chemical Policy & Rules Reviewed Same as above (Date and manner in which information provided)

Rec. Down Payment from students' families \$750

Estimated Cost \$ ~13k-15k
Transportation \$ 400-500 per flight
Housing \$ 1800-6,592
Fees \$ 1125 per person = 1125
Supplies \$ -
Registration for (other) Chaperones \$ 90 x 2 = 180

Total Cost \$ 13,000 - 15,000 estimate
Student Cost \$ 12,000 total District Cost \$ 1,000
Funding Source (i.e. grant, prof. dev., etc.): PERKINS FOR ME

Depends how many to a room

Will also need shuttle from LAX to ANA & back Est. ~\$350 (2 shuttle runs)

Teacher/Coach Signature: [Signature] 3-17-23 (Date)

Department Chair/Athletic Director Approval: _____ (Date)

Building Administration Approval: [Signature] 3/17/23 (Date)

FOR OVERNIGHT FIELD TRIPS AND ATHLETIC TEAM TRIPS ONLY

District Administrative Approval: [Signature] 3-17-23 (Date)



Solar Array Purchase, Facility Lease & Power Purchase Agreements

1444.430 kW DC JinkoJKM410M Solar Panels with
999.90 kW AC SolarEdge SE100k480V(9) & SE100k480V(1) Inverter(s), SolarEdge P960 Power Optimizers &
Unirac, PanelClaw (or equivalent) Ballasted Racking

Xcel Photovoltaic Credit Rider Tariff

Customer & Site Information

Effective Date: February 3, 2023

Customer: **Independent School District #834 - Stillwater Area Public Schools**

Customer Corporate Form: Minnesota Public School

Customer Mailing Address: 1875 Greeley St S, Stillwater, MN 55082-6079

Customer Signer Name: Dr. Michael Funk

Customer Signer Title: Superintendent

Customer Authorized Representative: Tony Willger

Customer Authorized Representative Tel: 651-295-3999

Site Address: **5701 Stillwater Blvd N, Stillwater, Minnesota 55082**

Premise Number: **303307637**

Site Owner: ISD 834 Stillwater

Site Owner Mailing Address: 1875 Greeley Street S. , Stillwater , MN 55082

Utility: Xcel, d/b/a Northern States Power, and its successors and assigns

Project Information

Nameplate Capacity: **1444.430 kW DC** (+/- 0.50 kW DC) oriented at approximately 160°

Installation Cost: **\$3,322,200.00**

Target Substantial Completion Date: December 31, 2023

Tariff Name: Xcel Photovoltaic Credit Rider Tariff

REC Owner: Customer

Solar Panel Description: JinkoJKM410M (72 cell Tier 1, CEC listed, or DNV-GL Rated Top Performer)

Solar Panel Size in Watts DC: 410 (+/- 20 Watts DC)

Inverter Description: SolarEdge SE100k480V(9) & SE100k480V(1) Inverter(s)

Total Inversion in kW AC: **999.90 (kW AC)**

Power Optimizer Description: SolarEdge P960 Power Optimizers

Solar Racking Description: Unirac, PanelClaw (or equivalent) Ballasted Racking

Facility Lease & Power Purchase Agreement Information

Site Use: High School

Tenant: iDEAL Energies Solar Leasing, LLC

Tenant Signer Name: Rich Ragatz

Tenant Signer Title: Vice President

Leased Space Rent Payment: **\$225.00** per year

Leased Energy System Rent Payment: **\$25.00** per year

Purchase Agreement

1444.430 kW DC JinkoJKM410M Solar Panels with 999.90 kW AC SolarEdge SE100k480V(9) & SE100k480V(1) Inverter(s), SolarEdge P960 Power Optimizers & Unirac, PanelClaw (or equivalent) Ballasted Racking

Customer	Independent School District #834 - Stillwater Area Public Schools
Site	5701 Stillwater Blvd N, Stillwater, Minnesota 55082
Xcel Premise #	303307637

Xcel Photovoltaic Credit Rider Tariff

This **PURCHASE AGREEMENT** (“**Agreement**”), dated **February 3, 2023** (“**Effective Date**”) is between **IDEAL ENERGIES, LLC**, a Minnesota limited liability company, whose principal place of business is located at **8318 Pillsbury Ave. So. Bloomington, MN 55420** (“**Seller**”), and **Independent School District #834 - Stillwater Area Public Schools**, a **Minnesota Public School**, whose principal place of business is located at **1875 Greeley St S, Stillwater, MN 55082-6079** (“**Customer**”). Seller and Customer are sometimes also referred to in this Agreement jointly as “**Parties**”, or individually as a “**Party**”.

RECITALS

- A. Seller sells and installs grid-tied photovoltaic solar electric systems (“**Energy System**”) and Customer desires to purchase and install an Energy System on the Site location described above (“**Site**”) in accordance with the terms and conditions set forth in this Agreement;
- B. Customer will, with the reasonable assistance of Seller, apply for the Tariff (as defined below) for the Project (as defined below) by executing Utility Agreements (as defined below) required to install the Energy System and receive the Tariff;
- C. Customer will, in connection with this Agreement, enter into a Facility Lease Agreement with **iDEAL Energies Solar Leasing, LLC** (“**Tenant**”) pursuant to which Tenant will lease, operate and maintain the Energy System (“**Facility Lease Agreement**”); and
- D. Customer will, in connection with this Agreement, enter into a Power Purchase Agreement (“**Power Purchase Agreement**”, together with this Agreement, and the Facility Lease Agreement, the “**Transaction Documents**”) with Tenant pursuant to which Tenant will provide power generated by the Energy System to Customer.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Project.** Seller will perform electrical engineering on the Energy System, perform structural engineering on the Site to verify it is adequate to support the Energy System, provide and install an Energy System with a Nameplate Capacity of **1444.430 kW DC** (+/- 0.50 kWDC) on the Site, and perform Energy System commissioning. The “**Project**” will consist of the Energy System components identified on **Schedule A** (“**System Components**”) and the Project’s design documents (“**Design Documents**”).
2. **Title and Risk of Loss.** Title and risk of loss for the Energy System and Design Documents will pass to Customer upon Substantial Completion (as defined below). Notwithstanding the foregoing, as of the Effective Date, and

as further set forth in this Agreement, Customer agrees to maintain insurance in its own name, and with Seller as an additional insured, to fully insure the Site during the term of this Agreement.

3. **Purchase and Sale; Installation Cost; Payment Terms.** Seller agrees to sell and Customer agrees to purchase the Project and the services provided for hereunder for the total installation cost of **\$3,322,200.00** (“**Installation Cost**”). The Installation Cost for the Project will be paid pursuant to the Facility Lease Agreement. The actual Installation Cost paid to Seller and/or the Tenant’s Tax Basis for the Energy System may vary from the amounts stated or contemplated by this Agreement.
4. **Customer’s Representations and Responsibilities.**
 - a. Customer represents that the Site is owned by Customer (or an affiliated entity that has common ownership with Customer), as described in **Schedule B**.
 - b. Customer represents that it is not a party to any litigation that would materially or adversely affect its ability to enter into or perform under the Transaction Documents.
 - c. The Authorized Signer(s) listed in **Schedule B** (“**Authorized Signer**”) are legally authorized to act on behalf of Customer and, subject to required school board approvals, have the authority to approve or execute Amendments (as defined below), and otherwise modify this Agreement. The Customer’s Representative listed in **Schedule B** (“**Customer’s Representative**”) will serve as the Seller’s Site contact, and the 24-hour contact for communicating with Utility for any planned or emergency issues related to the Energy System.
 - d. Where any of the Customer’s utility meters are located indoors, Customer will provide Utility with 24-hour unescorted keyless access to all the utility meters.
 - e. Customer will, at least three weeks before the Target Substantial Completion Date, provide and maintain either a wireless internet connection or a RJ45 Internet outlet at the electrical room for connecting the Energy System’s web-based monitoring equipment. If Customer does not provide the foregoing, Seller will provide and install a cellular device for exclusive use by the Energy System, as set forth on **Schedule A**. Customer will be responsible for any cellular service provider data charges.
5. **Seller’s Representations and Responsibilities.**
 - a. As a part of the Project, Seller will provide all System Components, Design Documents, labor, equipment, supplies and services necessary to install the Energy System at the Site in accordance with the “Scope of Work” described in **Schedule C** (“**Work**”).

b. Seller shall comply with all applicable laws, rules, regulations, governmental approvals and permits, including all applicable agreements with, and tariffs of, the Utility (collectively, "**Applicable Requirements**").

its rated capacity ("**Substitute Panels**"), and (iii) is +/- 20 Watts DC and that results in a total variance in the Nameplate Capacity of +/- 0.50 kW DC.

6. **Project Schedule; Substantial Completion; Final Completion.**

a. Customer and Seller will work together to develop a proposed work plan and schedule for the Project ("**Project Schedule**") that is targeted to be substantially complete by **December 31, 2023** ("**Target Substantial Completion Date**"). If events arise which make achievement of Substantial Completion by the Target Substantial Completion Date impracticable, such as force majeure (as described in Section 15.g below), availability of System Components or equipment, and other reasonable delays, Seller will promptly notify Customer of the same, and the Parties will adjust the Project Schedule accordingly. No penalties are due for changes or delays in execution of the Project Schedule.

ii. For Inverters listed on Schedule A, Seller may substitute an inverter(s) with any standard alternative inverter that is (i) of substantially equal electrical rating and (ii) has a warranty of equal or greater term as the inverter(s) listed on Schedule A

iii. For Power Optimizers listed on Schedule A, if any, Seller may substitute any Power Optimizer with a model that is appropriately rated for the solar panels and inverters installed at the Site.

iv. For Racking listed on Schedule A, Seller may substitute Racking with any standard alternative Racking that is (i) substantially equal, and (ii) has a warranty of equal or greater term as the Racking listed on Schedule A.

b. The Project will be substantially complete when the Utility performs a witness test and the Energy System is turned on and is capable and authorized under Applicable Requirements to generate and deliver electric energy to Customer and the Utility's electrical grid at the interconnection point ("**Substantial Completion**"). The date on which Substantial Completion is achieved is the Substantial Completion Date ("**Substantial Completion Date**").

c. Upon Seller's completion of unfinished work remaining at the time of Substantial Completion ("**Punchlist Work**") the Project will be fully complete ("**Final Completion**").

7. **Changes.**

a. It is the desire of the Parties to keep changes to the terms of this Agreement to a minimum, including changes to the Project Schedule. Either Party may request a change by advising the other Party in writing of the proposed change. If (a) Customer elects to purchase any additional services from Seller, as further described on **Schedule A** ("**Optional Services**"), or (b) any change in the Project or the Work, is required to address unforeseen Site conditions, the circumstances of Section 7.b, or other events or circumstances, the Parties will execute a written Amendment to document the change ("**Amendment**").

b. Seller may substitute System Components in accordance with the requirements of this Section, as required to accommodate structural limitations of the Site, the availability of System Components (including changes in panel wattage available from manufacturers), Utility's requirements, or other reasons consistent with the intended purpose of this Agreement. Without requiring an Amendment, Seller may, at its sole discretion, substitute the following System Components:

i. For solar panels listed on Schedule A, Seller may substitute a solar panel with any standard or bi-facial polycrystalline, monocrystalline 72 cell high efficiency solar panel that (i) is Tier 1 rated, CEC listed, or a DNV-GL "Top Performer" (ii) has at least a 10-year manufacturer's workmanship warranty and a 25-year production warranty achieving at least 80% of

8. **Tariff, Utility Bill Credits, Net Metering & Tax Credits.**
The Parties anticipate the Project will be eligible for the following:

a. The Project may be eligible to receive the tariff described in Xcel Energy's Electric Rate Book, (as may be amended or replaced from time to time) as the "Photovoltaic Demand Credit Rider" Rate Code A86 which provides a utility bill credit on the utility bill ("**Utility Bill Credit**") based on the kWh produced from the Energy System from the hours 1:00 PM to 7:00 PM multiplied by the rate per kWh specified in the Electric Rate Book for the Rate Code ("**Tariff**"). To apply for the Tariff, Customer (or its tenant, if any, and as identified on **Schedule B**) will execute required utility agreements, including but not limited to: (i) Electric Service Agreement, (ii) Amendment No. 1 to Electric Service Agreement, (iii) Uniform Statewide Contract for Cogeneration and Small Power Production Facilities, (iv) Minnesota Distributed Energy Resource Interconnection Agreement (MN DIA), under which Renewable Energy Credits ("**RECs**") for the Energy System belong to the Party stated in the Utility Agreements, and any other documentation required by the Utility ("**Utility Agreements**") to install the Project. RECs do not belong to Seller.. Seller will assist Customer (or its tenant) with the application but Customer will be solely responsible for timely completion of the same, and.

b. Customer (or its tenant) may be eligible to participate in the Utility's **Net Metering Program**, where Customer (or its tenant) is compensated by Utility at the applicable rate specified in the Rate Code for each kWh produced from the Energy System that exceeds the Site's consumption ("**Net Metering Credit**"). Under this program, the energy generated from the Energy System is available for on-Site use and reduces the total units of energy (kWh) that Customer (or its tenant) would otherwise purchase from Utility.

c. The Project may be eligible to receive an investment tax credit from the U.S. Treasury, pursuant to Section 48 of the IRS Code ("**Tax Credit**"). The Tax Credit is worth **30%** of the Project's eligible costs ("**Projected Tax Credit**"). The eligible cost basis for the Tax Credit may differ from the Installation Cost.

9. **Insurance.**

- a. Seller will, at its own cost and expense, maintain in full force, insurance reasonable and customary for the services being performed by Seller under this Agreement, including those set forth on **Schedule C**. Upon request, Seller shall provide Customer with certificate(s) evidencing such insurance naming Customer as an additional insured prior to commencement of any work at the Site. A sample Certificate of Insurance for Seller, which identifies the required insurances and limits for the insurances required for the Project, is provided in **Schedule E**. Seller shall also provide Builder's Risk insurance for the Project.
- b. Customer will at all times, at its own cost and expense, maintain in full force and effect, insurance reasonable and customary for the Site and, after Substantial Completion has occurred, for the Energy System and the System Components.
- c. Customer will provide the Seller and the Utility with a Certificate of Insurance that conforms with the Utility requirements specified in **Schedule F**.
10. **Seller's Waiver and Indemnity Regarding Liens.** To the fullest extent permitted under the Applicable Requirements, and to the extent Customer has made payments owed under this Agreement, Seller waives any right to file or impose any mechanic's, materialman's, or other liens with respect to the Site or the Energy System. Seller shall promptly pay all undisputed amounts owed for services, materials, equipment, and labor furnished by any person to Seller with respect to the Project. Seller shall, at Seller's sole cost and expense, discharge and cause to be released, whether by payment or posting of an appropriate surety bond in accordance with the Applicable Requirements, within thirty (30) days of Seller's notice of its filing, any mechanic's, materialmen's, or other lien in respect of the Energy System or the Site created by, through or under, or as a result of any act or omission (or alleged act or omission) of, Seller or any subcontractor or other person providing services, materials, equipment or labor with respect to the Project. If Seller defaults in its obligation to discharge, satisfy or settle such liens, Customer may discharge, satisfy or settle such liens and Seller shall, within thirty (30) days of a written request by Customer, reimburse Customer for all costs and expenses incurred by Customer to discharge, satisfy or settle such liens.
11. **Warranties.**
- a. Seller will provide the warranties set forth on **Schedule D**. Except as otherwise set forth in **Schedule D**, the System Components furnished and installed by Seller, but not manufactured by Seller (including without limitation the solar panels, inverters, power optimizers, racking, and monitoring equipment and their performance/energy output), will carry only the warranty of their manufacturer. More detailed information about warranties on the System Components are set forth on the applicable manufacturer's specification sheets and Operations Manual(s) provided to Customer, or available on the manufacturer's websites. Customer is solely responsible for pursuing any available warranties on System Components against the manufacturer at its own expense, and may look only to such manufacturer, and not to Seller, for any warranty with respect thereto.
- b. **EXCEPT AS EXPRESSLY PROVIDED IN SCHEDULE D, SELLER MAKES NO AND**
- EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, ENERGY PRODUCTION, PROJECTED ECONOMIC VIABILITY, FINANCIAL DATA AND PROJECTIONS, CURRENT OR FUTURE UTILITY RATES, UTILITY FEES, INTERCONNECTION FEES, TARIFF PROGRAMS, INCENTIVES, NET METERING, THE AMOUNT OF OR CUSTOMER'S RECEIPT OF UTILITY BILL CREDITS OR NET METERING CREDITS OR SALE OF EXCESS ENERGY, ROOF PERFORMANCE, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTER OF THE ENERGY SYSTEM, THE SYSTEM COMPONENTS, THE PROJECT, OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT.**
12. **Ownership of Project Documents and Design.** All Design Documents for the Energy System shall be the sole and exclusive property of Customer. Customer grants Seller an irrevocable perpetual, transferable, royalty free license to use the Design Documents for its own private use.
13. **Indemnification; Limitation of Damages.**
- a. Subject to the limitations set forth below, Seller hereby indemnifies and holds harmless Customer and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Customer Indemnified Party**") against any third-party damages, liabilities, losses, costs and expenses, including reasonable attorney fees and costs (collectively, "**Damages**") incurred or suffered by any Customer Indemnified Party caused by (i) any material breach of this Agreement by Seller, or (ii) gross negligence or willful misconduct of Seller, its employees, or subcontractors in connection with the Project.
- b. To the extent permitted by law, Customer hereby indemnifies and holds harmless Seller and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Seller Indemnified Party**") against any Damages incurred or suffered by any Seller Indemnified Party in any way arising out of, relating to, or in connection with (i) any material breach of this Agreement by Customer, or (ii) gross negligence or willful misconduct of Customer or its employees in connection with the Project.
- c. Any Customer Indemnified Party or Seller Indemnified Party claiming indemnification hereunder must give each Party prompt notice of the relevant claim and each Party agrees to cooperate with each other Party, at its own expense, in the defense of such claim. Notwithstanding the forgoing, any Party from whom indemnification is sought shall control the defense and settlement of such claim; provided however that such Party shall not agree to any settlement that materially adversely affects the other Party without the prior written consent of such Party, which approval shall not be unreasonably withheld. Without limiting or diminishing the foregoing, any Party may, at its option and its own expense, participate in the defense of any such claim with legal counsel of its own choice.
14. **Termination.** This Agreement may be terminated as follows:

- a. Except where Seller includes the items below in the Installation Cost, Seller may terminate this Agreement in its sole discretion by providing Customer written notice in the event (i) the structural analysis indicates the Site is not, in its then-current condition, capable of supporting the Energy System unless accommodated by alternate equipment, structural retrofits or other requirements as specified in the structural engineering report that render the Site suitable for installing the Energy System, or (ii) the Utility requires engineering studies, interconnection expenses or site improvements as a condition to Seller installing the Project, or (iii) before construction begins, in the event Seller's performance under the terms of this Agreement would cause Seller significant detriment for reasons including but not limited to significant increases in equipment costs resulting from import tariffs or market variations, the unavailability of licensed labor, changes in law or other similar events impairing the installation of the Energy System in accordance with the Project Schedule, or for the Installation Cost.
- b. Seller may terminate this Agreement by giving written notice to Customer at any time prior to completion of the Project in the event Customer has breached any representation, warranty or covenant contained in this Agreement in any material respect, Seller has notified Customer of the breach, and the breach has continued without cure by Customer or written waiver by Seller for a period of thirty (30) days after the notice of breach.
- c. Customer may terminate this Agreement by giving written notice to Seller at any time prior to completion of the Project in the event that (i) Seller has breached any representation, warranty or covenant contained in this Agreement in any material respect, and Customer has notified Seller of the breach, and the breach has continued without cure by Seller or written waiver by Customer for a period of thirty (30) days after the notice of the breach; or (ii) upon sixty (60) days' notice to Seller if Seller has not achieved Substantial Completion within one hundred eighty (180) days of the Target Substantial Completion Date not including any additional time related to delay of receipt of Utility Interconnection Approval, as may be extended pursuant to the terms of this Agreement. In such event, and subject to Section 16.g., the Parties acknowledge the 180-day period accounts for Force Majeure events, or other unforeseen delays in the Work, including but not limited to equipment supply and third-party approvals.
- d. Upon termination of this Agreement pursuant to this Section 14, all rights and obligations of the Parties under this Agreement will terminate without any liability of any Party to any other Party, except (i) with respect to Section 13, Section 16, and as otherwise provided in this Section 14, and (ii) for any liability of any Party then in breach.
- e. Except as otherwise provided in this Section 14, the termination rights under this Section 14 are cumulative with and in addition to any other rights or remedies to which the Parties may be entitled at law or under this Agreement.
15. **Roof Warranty.** Before installing the Energy System, Seller will take measures required to provide documentation to the Customer to keep the Site's existing or new roofing manufacturer warranty intact.
16. **Miscellaneous.**
- a. **Relationship of the Parties.** The Parties shall for all purposes be considered independent contractors with respect to each other, and neither shall be considered an employee, employer, agent, principal, partner or joint venturer of the other.
- b. **Entire Agreement.** This Agreement and all schedules, exhibits and attachments hereto, together with any agreement reference herein, constitute the entire agreement and understanding of the Parties relative to the subject matter hereof. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.
- c. **Survival of Representations.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement, or in any instrument, certificate, exhibit or other writing provided for in it, shall survive the execution of this Agreement and the consummation of the transactions contemplated herein.
- d. **Amendment.** This Agreement may be amended or modified only by a writing executed by the Parties to this Agreement. No custom or practice of the Parties at variance with the terms hereof shall have any effect.
- e. **Notices.** All notices to be given under this Agreement shall be in writing and shall be effectively given upon personal delivery, facsimile or email transmission (with confirmation of receipt), delivery by overnight delivery service or three days following deposit in the United States Mail (certified or registered mail, postage prepaid, return receipt requested).
- f. **No Delay.** No delay or failure on the part of any Party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof.
- g. **Force Majeure.** Neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including without limitation fires, flood, accidents, explosions, sabotage, strikes or other labor disturbances, civil commotion, riots, invasions, wars, acts of God, acts of government, terrorism, delayed governmental process, international tariffs, inability to timely obtain a permit, inability to timely receive interconnection approval or response from Utility, inability to obtain sufficient qualified labor, or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of the Party.
- h. **Governing Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws principals. Any lawsuit brought in connection with this Agreement shall be brought only in a court of general jurisdiction in Hennepin County, Minnesota.
- i. **Severability.** The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

- j. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement, nor any portion thereof, without the prior written consent of the other Party. Any other attempted assignment or transfer without prior written consent of the other Party shall be of no force or effect. As to any permitted assignment: (i) reasonable prior notice of any such assignment shall be given to the other Party; and (ii) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing. Notwithstanding the foregoing, Seller may, at its sole discretion, assign all or part of its interest under this Agreement to an affiliate of Seller or Tenant, or assign this Agreement in connection with any sale or pledge of any or all of its assets to a third party or bank.
- k. **UCC Terms.** All terms in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("**UCC**") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.
- l. **Terms.** All terms in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("**UCC**") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.
- m. **Marketing and Promotion.** Seller shall not use Customer's name, image or likeness in connection with advertising and promoting the Project or the Energy System without Customer's approval, which shall not be unreasonably withheld.
- n. **Subordination to Utility Agreements.** No portion of this Agreement is intended to conflict with any Utility Agreements to which Seller, Tenant, Customer or Customer's tenant (if any) are a party. In the case of a conflict between the terms or conditions of this Agreement and the Utility Agreements, the terms and conditions of the Utility Agreements shall control. Utility, or its successors and assigns, is a third-party beneficiary of the provision of this paragraph. Nothing in this Agreement shall prevent Utility, from fully enforcing the terms and conditions of the Utility Agreements.
- o. **Data Practices.** Seller considers the information contained in this Agreement related to the programs, methods, techniques and processes utilized by Seller with respect to the Project to be trade secret information of Seller as defined in the Minnesota Government Data Practices Act Ch. 13 .37 Subd 1 (b) GENERAL NONPUBLIC DATA. Subject to the requirements of the Government Data Practices Act, in no event shall this information be shared or disclosed with any person or third party without the prior written approval of Seller.
- p. **Bonds.** Where the Installation Cost exceeds \$175,000, Seller shall post performance and payment bonds in the amount of the Installation Cost.

The Parties hereto have caused this Agreement to be duly signed in their respective names as of the Effective Date.

Seller
IDEAL ENERGIES, LLC

By: _____
Chris Psihos, its President

Dated: _____

Customer
Independent School District #834 - Stillwater Area Public Schools

By: _____
Dr. Michael Funk, its Superintendent

Dated: _____

SCHEDULE A System Components

Included with Energy System: The Energy System is comprised of the following System Components:

1. UL Listed and approved Solar Panels: **3523 @ JinkoJKM410M solar panels each rated at 410 (+/- 10 Watts DC); 72 cell Tier 1, CEC listed, or DNV-GL Rated Top Performer oriented at approximately 160°**
2. UL listed and approved inverters: **999.90 kW AC total; 1 @ SolarEdge SE100k480V(9) & SE100k480V(1) Inverter(s)**
3. SolarEdge Power Optimizers: **1762 - SolarEdge P960 Power Optimizers (or equivalent)**
4. Solar Panel Racking / mounting system: **Unirac, PanelClaw (or equivalent) Ballasted Racking**
5. Electrical components including but not limited to conductive wiring, ground circuitry, conduit, junction boxes, disconnects, switches, over-current protection, and any associated hardware necessary to complete the installation of the solar panels and interconnect with the Site's existing electric service excluding any Specialized Equipment as defined below. Electrical components including the inverters, transformers, disconnects and production meter will be located on the exterior of the building near existing electrical service, unless otherwise agreed. If the main service utility meter is located indoors, a keypad or lockbox will be provided for allowing the Utility Company 24-hour access to the meter. The electrical conduit will be run on the exterior of the building. If required by the Energy System Engineering, Seller will provide and install mechanical roof attachments required to keep the Energy System immobile using a qualified Roofer.
6. Monitoring equipment and web-based remote system monitoring system. Customer is responsible for bringing, providing and paying for ethernet cable or cellular based internet service at the Site (typically the electrical room).
7. Where Customer's roofing manufacturer for EPDM, TPO, PVC or SBS roof membrane system(s) require that slip sheets of like kind roofing membrane ("Slip Sheets") be placed between the roof's membrane and the solar array racking pads to preserve the installer's or manufacturer's roof warranty, Slip Sheets will be installed by Seller.
8. For ground mounted systems, includes: (1) 200' AC trench run from array to interconnection location (additional cost for longer runs will be added to project cost at Seller's cost) (2) grass or mulch at the Seller's discretion (Customer is responsible for maintaining the grounds post installation), and (3) wire mesh for guarding of conductors, or a perimeter fence).
9. If not provided by the Utility, a revenue grade meter for measuring and monitoring electrical production from the Energy System.
10. Site Specific Work: N/A Site Specific Work Cost: \$N/A

The Parties agree that the Energy System does not include the following unless purchased by the Customer as an option ("**Optional Services**"), or where Seller includes them in the Installation Cost:

1. Relocation of existing electric circuits, or any upgrades to Customer's electrical service to bring it up to code or other Site-specific utility requirements including any relocation of existing utility meters to an exterior location to bring a Site up to code.
2. Any structural improvements to the building required to support the Energy System and the System Components.
3. Batteries or emergency back-up power capability.
4. Third-party fees for web-based monitoring of the Energy System.
5. Afterhours Labor and after-hours equipment rental (i.e., outside the weekday hours of 6am-6pm local prevailing time) / Weekend Labor.
6. Tree removal, gas line relocation, fencing, or guardrails around roof perimeter.
7. Seller-provided cellular device for web-based System monitoring: \$1200
8. Non-customary design requests, any other item or service not described in this Schedule A including but not limited to step up/down transformers to/from 480V 3 Phase, roof penetrations, conduit run through building interior, powder coated or other special materials to match building, roofing (roof spudding, upgrades or re-certifications), landscaping or screening around the solar array exterior.
9. Incremental Cost for Site Specific Work described above that exceeds the stated Site Specific Work Cost.

SCHEDULE B
Contact Information for Parties

Customer: **Independent School District #834 - Stillwater Area Public Schools**
1875 Greeley St S, Stillwater, MN 55082-6079

Site Owner: **ISD 834 Stillwater**
1875 Greeley Street S. , Stillwater , MN 55082

Customer's Authorized Signer: **Dr. Michael Funk**
Superintendent

Customer's Authorized Representative: **Tony Willger**
651-295-3999

Seller/Installer: **Ideal Energies, LLC**
Chris Psihos t. (612)928-5008
chris.psihos@idealenergies.com
8318 Pillsbury Ave. So. Bloomington, MN 55420

Project Electrician: **Green² Electric, LLC** License **EA719118**
Robert Buskirk & Russell Goetze Master Electricians
t. (612)928-5008 f: (612)928-5009
8318 Pillsbury Ave. So. Bloomington, MN 55420

SCHEDULE C

Seller's Scope of Work

A. Design Scope

1. Seller will prepare structural and electrical Design Documents describing the Project.
2. Seller will comply with all building codes and, as necessary, obtain any code variances.
3. Seller will ensure that the Energy System installation meets then current National Electrical Code requirements.
4. Seller will apply for all permits, and complete inspections to close such permits after Substantial Completion.
5. Seller will prepare all documentation required by Utility for Customer to interconnect the Energy System with Utility's electrical grid at the interconnection point.
6. Seller will prepare all documentation required by Utility for Customer to apply for interconnection.

B. Installation

1. Seller will furnish and install all required material or equipment for a complete installation.
2. Seller will connect the Energy System to Customer's electric panel.
3. Seller will commission and test the Energy System after installation.
4. Electrical interconnections will be performed by licensed electricians.
5. Except as provided in the Purchase Agreement, the Parties agree that Seller will not be liable for any indirect or consequential losses incurred by Customer as a result of the Energy System installation. Such losses may result from disruption of operations, interruption of electrical service, suspension of mechanical services and other interruptions reasonably related to standard Energy System installation of the size and type contemplated by the Project.

C. Safety

1. Seller will adhere to all current safety laws including without limitation federal, state and local safety regulations.
2. Seller's workers will conform to standard OSHA safety practices and procedures during installation.

D. General

1. Seller will provide all required design, engineering, construction, administration and management services necessary to complete the Project.
2. Seller will provide to Customer copies of all operating and maintenance manuals and third-party warranties.

SCHEDULE D Seller's Warranties

Engineering and Design Services Warranty Seller warrants that it will perform the engineering and design services in a professional and workmanlike manner using the degree of care, skill, prudence, judgment and diligence that a reasonable, qualified and competent provider of similar services would exercise. Except as otherwise provided herein, for a period beginning on the Substantial Completion Date and ending five years later (the "**Warranty Period**"), if it is shown that there was an error in such engineering and design services as a result of Seller's failure to meet those standards, and if Customer properly notifies Seller within the Warranty Period, Seller will, at its own expense and at no cost to Customer, re-perform such services to remedy such error within a reasonable timeframe.

Installation Services Warranty Seller warrants that it will perform the installation services in a professional and workmanlike manner using the degree of care, skill, prudence, judgment and diligence that a reasonable, qualified and competent provider of similar services would exercise. Except as otherwise provided herein, if during the Warranty Period it is shown that there was an error in such installation services as a result of Seller's failure to meet those standards, and if Customer properly notifies Seller within the Warranty Period, Seller will, at its own expense and at no cost to Customer, re-perform such services to remedy such error within a reasonable timeframe.

Limited System Components Warranty Seller warrants that the System Components will be new and not physically damaged by Seller at the time of Substantial Completion. If Customer notifies Seller within the Warranty Period that any System Components were not new or were, at that time, physically damaged by Seller at the time of Substantial Completion, Seller will replace such System Components within a reasonable timeframe with System Components that are new and undamaged.

Roof Warranty Except as otherwise provided herein, if during the Warranty Period it is shown that the roof leaks solely as a result of Seller's installation of the Energy System, and if Customer properly notifies Seller within the Warranty Period, Seller will, at its own expense and at no cost to Customer, promptly repair the roof so that it does not leak; provided that such leaking is not due to normal wear and tear.

Limitation on Warranties The above warranties do NOT cover damage, malfunctions or services failures to the extent caused by:

1. Failure to follow any applicable operations or maintenance manual or any other maintenance instructions provided by Seller or the manufacturer of the System Components, or failure to properly maintain or operate the Energy System;
2. Repair, modification, maintenance, movement or relocation of the Energy System or the System Components by someone other than a service technician approved by Seller or the manufacturer of the System Components;
3. Attachment or connection to the Energy System of any equipment not supplied by Seller, or the use of the Energy System for a purpose for which the Project was not intended;
4. Abuse, misuse or acts of Customer or any third person (other than Seller or its employees or agents), including intentional damage, theft or vandalism; or
5. Damage or deteriorated performance of the Energy System or Site caused by electrical surges, building settling, building component failure, work done on the building or adjacent structures, use of machinery or vehicle in the area, winds in excess of the system design rating, lightning, fire, flood, extreme weather conditions, pests, tornadoes, hurricanes, hail, storms, explosions, earthquakes, ground subsidence, falling debris, force majeure (as described in Section 16.g. of the Purchase Agreement) accidental breakages (not caused by Seller or its employees or agents), normal wear and tear, and other events or accidents outside the reasonable control of Seller.

Customer's Right to Remedy In the event that Seller fails to timely remedy any breach of warranty under this **Schedule D** or such breach threatens imminent harm to Customer or its property, Customer shall have the right to employ any reasonable means necessary to remedy such breach, and Seller shall reimburse Customer for all reasonable and necessary expenses incurred by Customer in carrying out such remedy.

SCHEDULE F

Utility Insurance Requirements for Solar Equipment

Call your insurance company and let them know you are installing solar equipment and need to insure it. Have them issue the Certificate of Insurance described below as required to comply with Utility program requirements. If your insurance company has any questions about the equipment, the installation or the below, please have them contact **Wendy Vorasane** of iDEAL Energies at **612.928.5008**.

Please have a copy of the Certificate of Insurance emailed to wendy.vorasane@idealenergies.com.

CERTIFICATE OF INSURANCE

Xcel Energy as a Certificate Holder

1. Have your insurance provider complete the Insurance Checklist.
2. Have them provide an endorsement naming the following as an additional insured:
Northern States Power Company, A Minnesota Company
414 Nicollet Mall, Minneapolis, MN 55401
3. Make sure the physical address listed on your policy matches the physical address at the Site where the Energy System is installed.

Please see the Utility's Insurance Checklist and the Distributed Energy insurance requirements on the following page.

Application

Minnesota

Clear form



Insurance Checklist Form for Minnesota DER Applications

1. Identify by legal name of interconnection customer/garden and application number of the project that is the subject of this insurance review:

2. Identify by legal name and application number any additional DER projects also covered by the insurance indicated below:

3. Has the insurance policy described below been the subject of a prior insurance review as part of this program?

	Insurance Requirement — need to provide copy of policies and declaration page.	Where applicable, indicate page number, paragraph number, where this is shown.
1.	The insurance needs to be from an insurance company rated B+ or better by "Best" (Section 10, sheet 202, 5.10.1).	<input type="text"/>
2.	Show that the entity which has signed the Interconnection Agreement (Interconnection Customer) is a Named Insured on the policy.	<input type="text"/>
3.	Show whether, or not, a Project needs to be specifically identified in the Insurance Policy in order to be covered by the insurance. If there is such a requirement, show that the Project is identified in the Insurance Policy.	<input type="text"/>
4.	General Liability insurance must have the following limits: \$1,000,000 (for systems >40 kW AC and ≤250 kW AC) or \$2,000,000 (for systems above 250 kW AC) for each occurrence for each generation system in each interconnection agreement (Section 10, sheet 202, 5.10.1) This means that each project must have insurance in this amount. Please identify projects covered by this policy.	<input type="text"/>
5.	Includes coverage against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the Interconnection Customer's ownership and/or operating of the Generation System under the interconnection agreement (Section 10, sheet 202, 5.10.1).	<input type="text"/>
6.	Includes "Northern States Power Company, a Minnesota Company" as an additional insured (Section 10, sheet 202, 5.10.2).	<input type="text"/>
7.	Contains a severability of interest, separation of insureds, or cross-liability clause (Section 10, sheet 202, 5.10.2.)	<input type="text"/>
8.	Provides that Northern States Power Company shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium for such insurance (Section 10, sheet 202, 5.10.2).	<input type="text"/>
9.	Provides for twenty (20) calendar days' written notice to Northern States Power Company prior to cancellation, termination, alteration, or material change of such insurance (Section 10, sheet 202, 5.10.2).	<input type="text"/>
10.	Insurance states that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Northern States Power Company (Section 10, sheet 202, 5.10.5).	<input type="text"/>
11.	We need to be provided with a copy of the entire insurance policy, including all endorsements. (Section 10, sheet 202, 5.10.4).	<input type="text"/>

Facility Lease Agreement

1444.430 kW DC JinkoJKM410M Solar Panels with 999.90 kW AC SolarEdge SE100k480V(9) & SE100k480V(1) Inverter(s), SolarEdge P960 Power Optimizers & Unirac, PanelClaw (or equivalent) Ballasted Racking

Customer	Independent School District #834 - Stillwater Area Public Schools
Site	5701 Stillwater Blvd N, Stillwater, Minnesota 55082
Xcel Premise #	303307637

Xcel Photovoltaic Credit Rider Tariff

This FACILITY LEASE AGREEMENT (“**Agreement**”), dated **February 3, 2023** (“**Effective Date**”) is between **iDEAL Energies Solar Leasing, LLC**, a Minnesota limited liability company, whose principal place of business is located at **8318 Pillsbury Ave. So. Bloomington, MN 55420** (“**Tenant**”), and **Independent School District #834 - Stillwater Area Public Schools**, a **Minnesota Public School**, whose principal place of business is located at **1875 Greeley St S, Stillwater, MN 55082-6079** (“**Customer**”). Tenant and Customer are sometimes also referred to in this Agreement jointly as “**Parties**”, or individually as a “**Party**”.

RECITALS

- A. Customer is the owner or lessee of that certain Site located at **5701 Stillwater Blvd N, Stillwater, Minnesota 55082** named **ISD 834 - Stillwater High School** used as an **High School** (“**Site**”);
- B. Tenant desires to lease from Customer, and Customer desires and is authorized to lease to Tenant, subject to the terms and conditions of this Agreement, a portion of the Site for the construction, operation and maintenance of a photovoltaic solar electric system (“**Energy System**”) as further described in that certain Purchase Agreement between Customer and **Ideal Energies, LLC** (“**Seller**”) of even date herewith (“**Purchase Agreement**”);
- C. Customer will be the **legal owner of the Energy System upon purchase from Seller**, and Customer desires to lease the same to Tenant subject to the terms and conditions of this Agreement;
- D. Tenant and Customer will, in connection with this Agreement, enter into a **Power Purchase Agreement** (“**Power Purchase Agreement**”) pursuant to which Tenant will provide power generated by the Energy System to Customer;
- E. The Project may be eligible to receive an investment tax credit from the U.S. Treasury, pursuant to Section 48 of the IRS Code (“**Tax Credit**”). The Tax Credit is worth **30%** of the Project’s eligible costs (“**Projected Tax Credit**”). For federal tax purposes, Customer and Tenant will treat this Agreement as a transfer of the ownership of the Energy System from Customer to Tenant; The eligible cost basis for the Tax Credit may differ from the Installation Cost.
- F. Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises of the Parties hereto and for other

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Contingency.** **The Parties’ performance under this Agreement is contingent on Substantial Completion occurring for the Project in accordance with the terms of the Purchase Agreement.**
2. **Lease of Energy System and Leased Space.** Customer hereby leases to Tenant, and Tenant hereby leases from Customer the following: (a) the Energy System, and (b) all roof/ground space required for the installation and operation of the Energy System on the Site (“**Leased Space**”) as generally prescribed on the Plan View Drawing included herewith as **Schedule A**, including rights to place wiring to the point of interconnection. The Energy System and the Leased Space together constitute the leased property (“**Leased Property**”). The Plan View Drawing provided to Customer by Seller in its Operations Manual after Substantial Completion occurs is hereby incorporated into **Schedule A** of this Agreement by reference.
3. **System Payments, Tax Ownership.**
 - a. **Installation Cost Payment.** Tenant hereby assumes in full and agrees to pay Customer’s Installation Cost within 30 days after the Substantial Completion Date, as defined in the Purchase Agreement.
 - b. **Transfer of Tax Ownership.** The Parties shall treat the Energy System as having been sold to Tenant for federal tax purposes in consideration of the payment(s) made under Section 3.a above.
4. **Access to Leased Space.** Customer grants to Tenant the right to access the Leased Space via reasonable route(s) over and across the Site upon reasonable prior notice to Customer. Customer will cooperate with Tenant to access the electrical meter or any other part of the Energy System, if not located within the Leased Property.
5. **Permitted Use of Leased Space.** During the Term (as defined below), Tenant shall have the exclusive right to use the Leased Space for the construction, installation, operation, maintenance, repair, replacement, relocation, reconfiguration, removal, alteration, modification, improvement, use and enjoyment of the Energy System (and other necessary and incidental uses for the operation of the Energy System) to fulfill Tenant’s obligations under this Agreement and the Power Purchase Agreement (“**Permitted Uses**”). Tenant may not erect any other facilities or use any other equipment on the Leased Space that is not expressly permitted under the terms of this Agreement without first obtaining Customer’s written consent, which consent shall not be unreasonably withheld, delayed or conditioned provided the other facilities or equipment are related to the operation of the Energy System and are not likely, in Customer’s reasonable

opinion, to damage the Site or materially interfere with Customer's business.

6. **Term.** The term of this Agreement shall begin on the Substantial Completion Date and shall terminate on the 20th anniversary thereafter ("**Term**").
 7. **Rent of Leased Space.** Beginning on the first anniversary of the Substantial Completion and continuing on each and every anniversary thereof throughout the Term, Tenant shall pay to Customer rent for the Leased Space. Such rent shall be **\$225.00** per year ("**Leased Space Rent**").
 8. **Rent of Energy System.** Beginning on the first anniversary of the Substantial Completion and continuing on each and every anniversary thereof throughout the Term, Tenant shall pay to Customer rent for the Energy System. Such rent shall be **\$25.00** per year ("**Energy System Rent**").
 9. **Holdover.** If Tenant holds over its tenancy after expiration of the Term, such tenancy shall be month-to-month subject to the terms and conditions of this Agreement. Either Party may terminate such month-to-month tenancy at any time upon the giving to the other Party no less than thirty (30) days written notice.
 10. **Operating Permits.** Tenant shall, at its sole expense, maintain in full force and effect all certificates, permits and other approvals ("**Operating Permits**") required by any federal, state or local authorities having jurisdiction over Tenant or the Leased Property.
 11. **Energy System Title and Condition on Facility Lease Termination.** The Parties agree that legal title to any and all fixtures, equipment, improvements or personal property of whatsoever nature at any time constructed or placed on or affixed to the Leased Space by Tenant, including without limitation the Energy System and its System Components, shall be and remain with Customer, as the Energy System owner. Tenant shall leave the Energy System at the end of this Agreement in substantially the same condition as existed on the Substantial Completion Date plus any improvements, ordinary wear and tear and casualty damage excepted.
 12. **Energy System Operation and Maintenance.**
 - a. **Energy System Operation & Maintenance Services.** At Tenant's expense, Tenant will monitor the Energy System's performance and keep and maintain the Energy System in good condition and repair in accordance with the Maintenance Services provided in **Schedule B**; *provided, however*, the Parties acknowledge **Schedule B** is a guideline, to which strict adherence is not expected by the Parties ("**Maintenance Services**"). Customer is solely responsible for pursuing any available warranties on System Components against the manufacturer(s) at its own expense, and may look only to such manufacturer, and not to Tenant, for any warranty with respect thereto. Tenant will assist Customer in resolving any warranties relating to System Components as described in **Schedule B**. Tenant shall prevent any liens from attaching to the Leased Space or the Site resulting from its maintenance activities, and shall defend, indemnify, and hold Customer harmless from the same. In the event Seller fails to meet such obligation, Customer may discharge, satisfy, or settle such liens and Tenant shall, within thirty (30) days of a written request by Customer, reimburse Customer for all costs and expenses incurred by Customer, including but not limited to attorneys' fees.
 - b. **Energy System Casualty.** In the case of casualty to the Energy System, Tenant agrees to repair the Energy System with insurance proceeds described in Section 16.a. Customer shall cause said proceeds to be provided to Tenant to make the repairs caused by the casualty. Tenant shall repair, at Tenant's expense, any damage to the Leased Space that results from the Tenant's repair, reconfiguration, alteration, modification or replacement of the Energy System.
13. **Customer's Repair of Leased Space During Term.** Customer shall have the right at any time to access the Leased Space to inspect, maintain, replace or repair items and components thereof, excluding the Energy System. ("**Customer Maintenance**"). Customer shall provide thirty (30) days prior notice of any scheduled Customer Maintenance, except in the case of an emergency, Customer shall give notice as soon as practicable. Customer, at its own cost, will perform Customer Maintenance, and use Seller or another third party approved by Tenant to perform services required to be performed to the Energy System during Customer Maintenance (Tenant's approval of third parties will not be unreasonably withheld). Customer Maintenance will be performed at Tenant's expense to the extent the Customer Maintenance was required as a result of damage to the Leased Space caused by Tenant.
 14. **Utilities / Taxes.** After Substantial Completion Date, Tenant shall pay all taxes and assessments levied upon the Energy System and other personal property located and/or installed on the Site by Tenant that are related and attributed to consideration paid to Customer by Tenant for the Leased Space and the lease of the Energy System.
 15. **Interference.**
 - a. **Interference by Tenant.** Tenant shall operate the Energy System in a manner that will not unreasonably interfere with any existing operations or equipment located, operated or owned by Customer or any other permitted occupants as of the date of this Agreement. All operations by Tenant shall be lawful and in material compliance with all regulations and requirements of the Minnesota Public Utilities Commission, as well as any other applicable state, federal or local regulations and requirements and any applicable agreements with, or tariffs of, the local utility
 - b. **Interference by Customer.** Following installation of the Energy System, Customer shall not cause or permit any other persons or parties to, install equipment or facilities or construct or allow any construction of a structure or structures ("**New Construction**") near the Leased Space if such New Construction would interfere with the Energy System or its performance. Customer shall not move, modify, remove, adjust, alter, change, replace, reconfigure or operate the Energy System or any part of it during the term of the Agreement without prior written direction or approval of Tenant, except if there is an occurrence reasonably deemed by Customer to be a bona fide emergency, in which case Customer will immediately notify Tenant of such emergency and Customer's proposed actions. Customer shall be responsible for, and promptly notify Tenant, of any damage to the Energy System caused by the Customer or its employees, invitees or agents, and shall promptly pay Tenant the costs to repair such damage to the Energy System, and Power Payments (as defined in the Power Purchase Agreement) due to Tenant.

16. **Insurance.**

- a. **General Liability and Property Insurance.** Customer shall (i) keep the Energy System insured against loss by fire, theft, hail and wind (ii) at all times will insure the Energy System at an amount equal to its replacement cost and (iii) will provide Tenant with a certificate of insurance that names Tenant as an additional insured and loss payee as further described in **Schedule C**. Customer shall also secure and maintain adequate comprehensive general liability insurance against liability related to the Energy System. Customer shall provide Tenant with evidence of having acquired such insurance coverages prior to the Substantial Completion Date and on an annual basis thereafter. The loss, injury or destruction of the Energy System shall not release Customer from payment as provided in this Agreement. Any insurance policies obtained by Customer shall provide that such policy of insurance cannot be terminated or cancelled by the insurer without thirty (30) days prior written notice to Tenant. Customer is responsible for any deductibles due under the insurance policies for casualties and will pay Tenant said deductible along with insurance proceeds received to repair the Energy System, and Tenant's lost Power Payments due to Tenant. Customer's failure or refusal to repair and recommission an Energy System following a loss shall constitute a breach of this Agreement.
- b. **Workers' Compensation Insurance and Employers' Liability Insurance.** In accordance with Minnesota state law, Tenant shall maintain in force workers' compensation insurance for all of its employees. Tenant shall also maintain employer's liability coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per accident. Tenant shall also secure and maintain adequate comprehensive general liability insurance against liability related to the Leased Property. Upon request, Tenant will provide Customer with a certificate of insurance.

17. **Indemnification.**

- a. Tenant shall indemnify and hold harmless Customer and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Tenant Indemnified Party**") against any damages, liabilities, losses, costs and expenses, including reasonable attorney fees and costs (collectively, "**Damages**") incurred or suffered by any of them in any way arising out of, relating to, or in connection with (i) any breach of this Agreement by Tenant, or (ii) gross negligence or willful misconduct of Tenant or its employees or agents in connection with the transactions contemplated by this Agreement.
- b. Tenant shall indemnify Customer from any mechanic's, materialman's, or other lien with respect to the Site or the Leased Property to the extent such lien is attributable to Tenant's failure to pay the Installation Cost or other costs incurred in the performance of Tenant's obligations for maintenance and repair of the Energy System.
- c. To the extent permitted by law, Customer shall indemnify and hold harmless Tenant and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Customer Indemnified Party**") against any Damages incurred or suffered by any of them in any way arising out of, relating to, or in connection with (i) any breach of this

Agreement by Customer, or (ii) gross negligence or willful misconduct of Customer or its employees or agents in connection with the transactions contemplated by this Agreement.

- d. A Customer Indemnified Party or Tenant Indemnified Party claiming indemnification or Damages hereunder must give each Party prompt notice of the relevant claim and each Party agrees to cooperate with each other Party, at its own expense, in the defense of such claim. Notwithstanding the foregoing, any Party from whom indemnification or Damages are sought, shall control the defense and settlement of such claim; provided however that such Party shall not agree to any settlement that materially adversely affects the other Party without the prior written consent of such Party, which approval shall not be unreasonably withheld. Without limiting or diminishing the foregoing, any Party may, at its option and its own expense, participate in the defense of any such claim with legal counsel of its own choice.

18. **Miscellaneous.**

- a. **Relationship of the Parties.** The Parties shall for all purposes be considered independent contractors with respect to each other, and neither shall be considered an employee, employer, agent, principal, partner or joint venturer of the other.
- b. **Entire Agreement.** This Agreement and all schedules, exhibits and attachments hereto, together with any agreement reference herein, constitute the entire agreement and understanding of the Parties relative to the subject matter hereof. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.
- c. **Survival of Representations.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement, or in any instrument, certificate, exhibit or other writing provided for in it, shall survive the execution of this Agreement and the consummation of the transactions contemplated herein.
- d. **Amendment.** This Agreement may be amended or modified only by a writing executed by the Parties to this Agreement. No custom or practice of the Parties at variance with the terms hereof shall have any effect.
- e. **Notices.** All notices to be given under this Agreement shall be in writing and shall be effectively given upon personal delivery, facsimile or email transmission (with confirmation of receipt), delivery by overnight delivery service or three days following deposit in the United States Mail (certified or registered mail, postage prepaid, return receipt requested).
- f. **No Delay.** No delay or failure on the part of any Party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof.
- g. **Force Majeure.** Neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including without limitation fires, flood, accidents, explosions, sabotage, strikes or other labor disturbances, civil commotion,

riots, invasions, wars, acts of God, acts of government, terrorism, delayed governmental process, international tariffs, inability to timely obtain a permit, inability to timely receive interconnection approval or response from Utility, inability to obtain sufficient qualified labor, or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of the Party.

- h. **Governing Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws principals. Any lawsuit brought in connection with this Agreement shall be brought only in a court of general jurisdiction in Hennepin County, Minnesota.
- i. **Severability.** The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.
- j. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement, nor any portion thereof, without the prior written consent of the other Party. Any other attempted assignment or transfer without prior written consent of the other Party shall be of no force or effect. As to any permitted assignment: (i) reasonable prior notice of any such assignment shall be given to the other Party; and (ii) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing. Notwithstanding the foregoing, as may be required for Tenant to avoid being classified as a Public Utility under Minnesota Statutes Chapter 216B.02, Subd. 4., or to leverage tax benefits as tax owner or to obtain financing, Tenant may, at its sole discretion, assign and/or sublease all or part of its interest under this Agreement to a controlled affiliate of Seller or Tenant, or assign this Agreement in connection with any sale or pledge of any or all of its assets to a third party or bank.
- k. **UCC Terms.** All terms in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("**UCC**") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.
- l. **Definitions.** Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated.

- m. **Marketing and Promotion.** Tenant shall not use Customer's name, image or likeness in connection with advertising and promoting the Project or the Energy System without Customer's approval, which shall not be unreasonably withheld.
- n. **Subordination to Utility Agreements.** No portion of this Agreement is intended to conflict with any Utility Agreements to which Seller, Tenant, Customer or Customer's tenants (if any) are a party. In the case of a conflict between the terms or conditions of this Agreement and the Utility Agreements, the terms and conditions of the Utility Agreements shall control. Utility, or its successors and assigns, is a third-party beneficiary of the provision of this paragraph. Nothing in this Agreement shall prevent Utility, from fully enforcing the terms and conditions of the Utility Agreements.
- o. **Data Practices.** Tenant considers the information contained in this Agreement related to the programs, methods, techniques and processes utilized by Tenant to offer and implement the Energy System to be trade secret information of Tenant as defined in the Minnesota Government Data Practices Act Ch. 13 .37 Subd. 1 (b) GENERAL NONPUBLIC DATA. Subject to the requirements of the Minnesota Data Practices Act, in no event shall this information be shared or disclosed with any person or third party without the prior written approval of Tenant.

The Parties hereto have caused this Agreement to be duly signed in their respective names as of the Effective Date.

Tenant
iDEAL Energies Solar Leasing, LLC

By: _____
Rich Ragatz, its Vice President

Dated: _____

Customer:
Independent School District #834 - Stillwater Area Public Schools

By: _____
Dr. Michael Funk, its Superintendent

Dated: _____

SCHEDULE A
Site Plan

Plan View Drawing indicating the final location of the Energy System on the Leased Space and the point of interconnection of the Energy System with the electrical system at the Site

[The above document is provided by Seller, and is included in the Owner's Manual that is provided to Customer after Substantial Completion]

SCHEDULE B

Maintenance Services

1. Operation and Maintenance Standard of Care. Tenant will use commercially reasonable efforts to identify, respond to, and complete necessary maintenance and repairs and to operate the Energy System to operate the Energy System in accordance with the Design Documents and manufacturers' Operating Manuals (as described in the Purchase Agreement). Notwithstanding the foregoing, the Parties understand that delays may be caused by multiple reasons including without limitation, delay in the identification of operational issues, troubleshooting issues, warranty replacement, warranty procurement, force majeure, parts availability, parts delivery, crew availability, equipment defects, equipment performance, internet downtime, and similar causes.

2. Maintenance Services. The following Maintenance Services are provided by Tenant at Tenant's sole expense as described in Section 12 of this Agreement:

- A. Weekly performance monitoring via online monitoring system to validate performance of panels and inverters, energy production; benchmark performance vs. similar systems for validation
- B. Identify any defective equipment via on-line monitoring system
- C. Semi-annual site audits of the Energy System performing the following tasks
 - 1. Inspect panels, inverters, and racking for physical damage
 - 2. Clean any debris on or under the solar arrays
 - 3. Ensure labels are intact
 - 4. Check for loose hanging wires, repair as necessary
 - 5. Check electrical connections, tighten/torque as necessary
 - 6. Check for corrosion of electrical enclosures, repair as necessary
- D. Tenant will manage System Component warranty claims on behalf of Customer

3. Fees for parts replaced under manufacturer's warranty. For twelve (12) months after the Substantial Completion Date, Tenant will provide the services described in Section 12a at Tenant's sole expense. Beginning on the thirteenth (13) month, the following fees will be charged to Customer where Tenant removes and reinstalls parts that are available and replaced under the manufacturer's warranty. Inverters will be serviced as soon as possible after identification of a performance issue. After identification of performance issues, Optimizers will be replaced at least quarterly.

- 1. Panel Replacement & Recycling Services - \$150 / each
- 2. Optimizer Replacement Services - \$65 / each
- 3. Inverter Replacement Services
 - o 20 to 50 kW inverter - \$200 / each
 - o 51 to 100 kW inverter - \$400 / each

4. Payment for Services. Payment is due for any services provided by Tenant under Section 3 above net 30 days from Tenant's invoice date.

SCHEDULE C

iDEAL Energies Solar Leasing, LLC Insurance Requirements for Solar Equipment

Contact your insurance company and let them know you are installing solar equipment and need to insure it. Have them issue a Certificate of Insurance described below as required to comply your Facility Lease Agreement's requirements. If your insurance company has any questions about the equipment, the installation or the below, please have them contact **Wendy Vorasane** of iDEAL Energies at **612.928.5008**.

Please have a copy of the Certificate of Insurance emailed to wendy.vorasane@idealenergies.com.

1. List the following information in the 'Certificate Holder's' box:

iDEAL Energies Solar Leasing, LLC 8318 Pillsbury Avenue So. Bloomington, MN 55420

2. List the following (or equivalent language) in the 'Descriptions of Operations / Locations / Vehicles' box:

iDEAL Energies Solar Leasing, LLC is named as an additional insured and Loss Payee for the Energy System. Should any of the above-described policies be cancelled before the expiration date, 30 days-notice will be sent in accordance with the policy provisions.

Note:

For the purposes of insuring your Energy System, the current replacement cost of the solar equipment is estimated at \$2,657,800.00.

Power Purchase Agreement

1444.430 kW DC JinkoJKM410M Solar Panels with 999.90 kW AC SolarEdge SE100k480V(9) & SE100k480V(1) Inverter(s), SolarEdge P960 Power Optimizers & Unirac, PanelClaw (or equivalent) Ballasted Racking

Customer	Independent School District #834 - Stillwater Area Public Schools
Site	5701 Stillwater Blvd N, Stillwater, Minnesota 55082
Xcel Premise #	303307637

Xcel Photovoltaic Credit Rider Tariff

This **POWER PURCHASE AGREEMENT** ("Agreement"), dated **February 3, 2023** ("Effective Date") is between **IDEAL ENERGIES Solar Leasing, LLC**, a Minnesota limited liability company, whose principal place of business is located at **8318 Pillsbury Ave. So. Bloomington, MN 55420, MN 55419** ("Tenant"), and **Independent School District #834 - Stillwater Area Public Schools**, a **Minnesota Public School**, whose principal place of business is located at **1875 Greeley St S, Stillwater, MN 55082-6079** ("Customer"). Tenant and Customer are sometimes also referred to in this Agreement jointly as "**Parties**", or individually as a "**Party**".

RECITALS

- A. Tenant leases, operates and maintains Customer's photovoltaic solar electric system ("**Energy System**") located at the Site, as defined in that certain **Purchase Agreement** between Customer and **Ideal Energies, LLC** ("**Seller**") of even date herewith ("**Purchase Agreement**") pursuant to a Facility Lease Agreement between the Parties of even date herewith ("**Facility Lease Agreement**");
- B. Tenant desires to provide renewable electric power inclusive of all rights to its RECs to Customer, and Customer desires to purchase from Tenant all such electricity which is produced by the Energy System;
- C. Customer has or will apply for the Tariff. Contemporaneous or near the Substantial Completion Date for the Energy System, Customer will enter into Utility Agreements with Utility pursuant to which Customer will interconnect the Energy System to the Utility's grid.
- D. Customer may be eligible to participate in the Utility's Net Metering Program. Under this program, the energy generated from the Energy System is available for use and reduces the total amount of energy that needs to be purchased from the Utility. Under this program, for months where the Energy System produces more kWh than the Site consumes, the Utility will compensate Customer at the applicable rate specified in the Utility Agreements;
- E. Pursuant to the Facility Lease Agreement, for federal tax purposes, Customer and Tenant have transferred the ownership of the Energy System from Customer to Tenant, and
- F. Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated,

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises of the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

1. **Contingency.** The Parties performance under this Agreement is contingent on Substantial Completion

occurring for the Project in accordance with the terms of the Purchase Agreement.

2. **Power Purchase.** Tenant shall deliver all power generated from the Energy System to Customer at the point of interconnection shown on Schedule A of the Facility Lease Agreement.
 - a. **Power Payments.** Customer will pay Tenant for all the power generated from the Energy System and delivered to the interconnection point by making the fixed monthly payments specified in **Schedule A** ("**Power Payments**").
 - b. **Payment Remittance / Sales Tax.** The Power Payments are due monthly beginning on the first day of the first month following the Substantial Completion Date and continuing each month until expiration of the Term (as defined below) of this Agreement. Power Payments do not include any sales tax. Sales tax will be added to the Power Payments based on Customer's applicable sales tax rate. Customer will remit and mail payments to Tenant, or its assignee, to the address below:

IDEAL ENERGIES Solar Leasing, LLC
8318 Pillsbury Ave. So.
Bloomington, MN 55420
3. **Ownership of Renewable Energy Credits.** If required by the Utility Agreements, Customer will convey to the Utility all RECs generated by the Energy System for the term specified in the Utility Agreements. Subject to any required assignment to the Utility, Customer owns all RECs. For purposes of this Agreement, RECs include all attributes of an environmental or other nature that are created or otherwise arise from the Energy System, including without limitation, tags, certificates or similar projects or rights associated with solar energy as a "green" or "renewable" electric generation resource. RECs shall also include any other environmental attribute intended to be transferred to the Utility under the Utility Agreements.
4. **Term.** The term of this Agreement shall begin on the Substantial Completion Date and shall terminate on the **20th** anniversary thereafter ("**Term**").

5. **Late Charge / Costs of Collection.** In the event Customer fails to make any Power Payment when due, Customer agrees that Tenant may charge interest at the rate provided in Minnesota Statutes 549.09, subd. 1(c)(1)(i) on a monthly basis on the amount of any Power Payment remaining unpaid more than ten (10) days from the due date until paid in full. In addition, Customer agrees to pay Tenant's attorney's fees and costs of collection, including expert witness fees, whether a lawsuit is commenced or not commenced, and Customer's liability for attorneys' fees and costs of collection, including expert witness fees, extending to any appeals.

6. **Grant of Security Interest.** To secure the payment and performance of all of Customer's liabilities, obligations and covenants under this Agreement or the Facility Lease Agreement, Customer hereby grants to Tenant a continuing security interest in all RECs, in the Energy System, together with all attachments, accessories or replacement parts placed upon the Energy System, and in all proceeds of each of the foregoing. Upon the request of Tenant, Customer shall promptly obtain a subordination agreement in favor of Tenant from any third-party lienholder who may have a lien or security interest in any of the foregoing. Tenant's security interest and other rights under this Section 6 shall be extinguished upon the later of termination of this Agreement and the Facility Lease Agreement and performance of all of Customer's obligations hereunder and thereunder, and Tenant shall execute and file any evidence of such extinguishment reasonably requested by Customer.
7. **Insurance.** Customer shall keep the Energy System insured against loss by fire, theft, hail and wind and such other hazards as required by the Facility Lease Agreement. The loss, injury or destruction of the Energy System shall not release Customer from making all Power Payments.
8. **Events of Default.** Each of the following shall constitute an event of default ("**Event of Default**"):
 - Customer shall fail to make any payment to Tenant when due hereunder, Tenant has notified Customer of such failure, and the failure has continued without cure by Customer or written waiver by Tenant for a period of thirty (30) days after the notice of failure;
 - Customer shall breach in any material respect any representation, warranty or covenant contained in any Transaction Documents (as defined in the Purchase Agreement), Tenant has notified Customer of the breach, and the breach has continued without cure by Customer or written waiver by Tenant for a period of thirty (30) days after the notice of breach;
 - Customer shall cease to do business, become insolvent, make an assignment for the benefit of creditors or file any petition under bankruptcy, reorganization, insolvency or moratorium law, or any other law for the relief of debtors;
 - Any involuntary petition shall be filed under any bankruptcy statute against Customer or any receiver, trustee, or similar official shall be appointed to take possession of the properties of Customer unless such petition or appointment ceases to be in effect within thirty (30) days of such filing or appointment;
 - The Customer fails to comply with any of its obligations under any of Customer's agreements with the Utility; or
 - The Customer's failure or refusal to repair and recommission an Energy System following a casualty loss.
9. **Remedies.**
 - If an Event of Default occurs, Tenant may, at its option, exercise any one or more of the following remedies:
 - Declare all amounts due or to become due under this Agreement immediately due and payable;
 - Recover any additional damages and expenses sustained by Tenant by reason of the Event of Default;
 - Enforce the security interest granted hereunder, in which event Customer agrees to make the Energy System available to Tenant at a place or places acceptable to Tenant and Tenant shall have the right to take possession of the Energy System without legal process for which purpose Tenant may enter any premises where the Energy System may be found without legal process and without breaching the peace, provided that in such case the fair market value of the Energy System shall offset any amounts due under this Agreement;
 - Retain all payments made by Customer as liquidated damages for the non-performance of this Agreement, for use of the Energy System and for depreciation thereof;
 - Exercise any other remedies available under law, including those under Article 9 of the UCC.
10. **Annual Energy Production Not Guaranteed.** **THE PARTIES UNDERSTAND AND AGREE THE ANNUAL ENERGY PRODUCTION FROM THE ENERGY SYSTEM MAY VARY FROM ANNUAL PROJECTIONS FOR REASONS BEYOND THE PARTIES CONTROL INCLUDING WITHOUT LIMITATION SEASON WEATHER VARIATIONS, ROUTINE AND NON-ROUTINE MAINTENANCE CAUSING DOWNTIME, EQUIPMENT PERFORMANCE, PROCESSING ANY EQUIPMENT WARRANTIES FOR MALFUNCTIONING EQUIPMENT, FORCED MAJEURE, ETC. THE PARTIES UNDERSTAND THAT THE UTILITY BILL CREDITS, [INCENTIVES/RECS], NET METERING CREDITS, AND UTILITY BILL SAVINGS THAT ARE RECOGNIZED BY THE PROJECT WILL VARY WITH UTILITY RATES, THE ENERGY SYSTEM'S ENERGY PRODUCTION, ACTUAL SITE ENERGY DEMAND OR CONSUMPTION PROFILES, OR SIMILAR, AND THAT THE ACTUAL AMOUNTS RECOGNIZED OR RECEIVED BY THE PARTIES WILL VARY ACCORDINGLY. TENANT DISCLAIMS ALL WARRANTIES, EXPRESS OR**

IMPLIED, THAT PRODUCTION WILL MATCH PROJECTIONS, AND CUSTOMER AND TENANT ASSUME THE VARIABILITY OF POTENTIAL OUTCOMES AT THEIR SOLE RISK.

11. **Utility Bill & Net Metering Credits.** The Utility Bill Credits and Net Metering Program (as described in the Purchase Agreement), are owned by, and for the exclusive use of Customer or their tenant. In the event the actual Utility Bill Credits or Net Metering Credits received are greater or less than the expected, there will be no adjustment to the terms of this Agreement, and each Party waives its right to recover any surplus or deficiency from the other Party.
12. **Customer's Maximum Payment Obligation.** Customer's maximum power payment obligation to Tenant under this Agreement is the sum of all the Power Payments listed in Schedule A.
13. **Power Payment Production Adjustment.** Except where the reimbursement due under this Section is caused by Customer's breach of this Agreement, or the Energy System being non-operational during Energy System replacement or periods of Customer's Maintenance performed in accordance with Sections 12(b) or 13 of the Facility Lease Agreement, if the Energy System does not produce at least a cumulative average 900 kWh per KW DC of nameplate capacity in any twelve month period on a calendar year basis, Tenant will reimburse Customer within sixty (60) days after the then end of that calendar year as follows:
- Total payments made over a calendar year * (1 - (actual kWh/kWDC / 900 kWh/kWDC)).
 - For example, an Energy System produces 850 kWh/kWDC nameplate capacity and power payments totaling \$1,000.00 are paid during a calendar year. A \$55.55 cash reimbursement will be paid to Customer that is calculated as follows: $\$1,000.00 * (1 - 850/900) = \55.55 .
14. **Miscellaneous.**
- Relationship of the Parties.** The Parties shall for all purposes be considered independent contractors with respect to each other, and neither shall be considered an employee, employer, agent, principal, partner or joint venturer of the other.
 - Entire Agreement.** This Agreement and all schedules, exhibits and attachments hereto, together with any agreement reference herein, constitute the entire agreement and understanding of the Parties relative to the subject matter hereof. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.
 - Survival of Representations.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement, or in any instrument, certificate, exhibit or other writing provided for in it, shall survive the execution of this Agreement and the consummation of the transactions contemplated herein.
 - Amendment.** This Agreement may be amended or modified only by a writing executed by the Parties to
- this Agreement. No custom or practice of the Parties at variance with the terms hereof shall have any effect.
- Notices.** All notices to be given under this Agreement shall be in writing and shall be effectively given upon personal delivery, facsimile or email transmission (with confirmation of receipt), delivery by overnight delivery service or three days following deposit in the United States Mail (certified or registered mail, postage prepaid, return receipt requested).
 - No Delay.** No delay or failure on the part of any Party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof.
 - Force Majeure.** Neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including without limitation fires, flood, accidents, explosions, sabotage, strikes or other labor disturbances, civil commotion, riots, invasions, wars, acts of God, acts of government, terrorism, delayed governmental process, international tariffs, inability to timely obtain a permit, inability to timely receive interconnection approval or response from Utility, inability to obtain sufficient qualified labor, or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of the Party.
 - Governing Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws principals. Any lawsuit brought in connection with this Agreement shall be brought only in a court of general jurisdiction in Hennepin County, Minnesota.
 - Severability.** The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.
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 - UCC Terms.** All terms in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("UCC") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.

- l. **Definitions.** Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated.
- m. **Marketing and Promotion.** Tenant shall not use Customer's name, image or likeness in connection with advertising and promoting the Project or the Energy System without Customer's approval, which shall not be unreasonably withheld.
- n. **Subordination to Utility Agreements.** No portion of this Agreement is intended to conflict with any Utility Agreements to which Seller, Tenant, Customer or Customer's tenant (if any) are a party. In the case of a conflict between the terms or conditions of this Agreement and the Utility Agreements, the terms and conditions of the Utility Agreements shall control. Utility, or its successors and assigns, is a third-party beneficiary of the provision of this paragraph. Nothing in this Agreement shall prevent Utility, from fully enforcing the terms and conditions of the Utility Agreements.

- o. **Data Practices.** Tenant considers the information contained in this Agreement related to the programs, methods, techniques and processes utilized by Tenant to offer and implement the Energy System to be trade secret information of Tenant as defined in the Minnesota Government Data Practices Act Ch. 13 .37 Subd. 1 (b) GENERAL NONPUBLIC DATA. Subject to the requirements of the Minnesota Government Data Practices Act, in no event shall this information be shared or disclosed with any person or third party without the prior written approval of Tenant.

The Parties hereto have caused this Agreement to be duly signed in their respective names as of the Effective Date.

Tenant
iDEAL Energies Solar Leasing, LLC

By: _____
Rich Ragatz, its Vice President

Dated: _____

Customer:
Independent School District #834 - Stillwater Area Public Schools

By: _____
Dr. Michael Funk, its Superintendent

Dated: _____

SCHEDULE A**Power Purchase Payment Schedule**

1444.430 kW DC JinkoJKM410M Solar Panels with
 999.90 kW AC SolarEdge SE100k480V(9) & SE100k480V(1) Inverter(s)(s), SolarEdge P960 Power Optimizers &
 Unirac, PanelClaw (or equivalent) Ballasted Racking

Xcel Photovoltaic Credit Rider Tariff

iDEAL Energies Solar Leasing, LLC		
Year	(Power Purchase Expense)	
	(\$/year)	(\$/month)
1	\$ 201,512.40	\$ 16,792.70
2	\$ 207,522.36	\$ 17,293.53
3	\$ 213,711.84	\$ 17,809.32
4	\$ 220,085.76	\$ 18,340.48
5	\$ 226,649.76	\$ 18,887.48
6	\$ 233,409.60	\$ 19,450.80
7	\$ 240,371.16	\$ 20,030.93
8	\$ 247,540.20	\$ 20,628.35
9	\$ 254,923.08	\$ 21,243.59
10	\$ 262,526.28	\$ 21,877.19
11	\$ 270,356.04	\$ 22,529.67
12	\$ 278,419.44	\$ 23,201.62
13	\$ 286,723.20	\$ 23,893.60
14	\$ 295,274.64	\$ 24,606.22
15	\$ 304,081.20	\$ 25,340.10
16	\$ 313,150.44	\$ 26,095.87
17	\$ 322,490.16	\$ 26,874.18
18	\$ 332,108.40	\$ 27,675.70
19	\$ 342,013.44	\$ 28,501.12
20	\$ 352,213.92	\$ 29,351.16
21	\$	\$
22	\$	\$
23	\$	\$
24	\$	\$
25	\$	\$
Total	\$ 5,405,083.32	



Solar Array Purchase, Facility Lease & Power Purchase Agreements

378.840 kW DC JinkoJKM410M Solar Panels with
260.00 kW AC SolarEdge SE120k480V(1) & SE100k480V(1) & SE40k480V(1) Inverter(s), SolarEdge P960
Power Optimizers & Unirac, PanelClaw (or equivalent) Ballasted Racking

Xcel Photovoltaic Credit Rider Tariff

Customer & Site Information

Effective Date: February 3, 2023

Customer: **Independent School District #834 - Stillwater Area Public Schools**

Customer Corporate Form: Minnesota Public School

Customer Mailing Address: 1875 Greeley St S, Stillwater, MN 55082-6079

Customer Signer Name: Dr. Michael Funk

Customer Signer Title: Superintendent

Customer Authorized Representative: Tony Willger

Customer Authorized Representative Tel: 651-295-3999

Site Address: **11099 Brookview Road, Woodbury, Minnesota 55129**

Premise Number: **304560689**

Site Owner: ISD 834 Stillwater

Site Owner Mailing Address: 1875 Greeley Street S., Stillwater , MN MN

Utility: Xcel, d/b/a Northern States Power, and its successors and assigns

Project Information

Nameplate Capacity: **378.840 kW DC** (+/- 0.50 kW DC) oriented at approximately 180°

Installation Cost: **\$909,200.00**

Target Substantial Completion Date: December 31, 2023

Tariff Name: Xcel Photovoltaic Credit Rider Tariff

REC Owner: Customer

Solar Panel Description: JinkoJKM410M (72 cell Tier 1, CEC listed, or DNV-GL Rated Top Performer)

Solar Panel Size in Watts DC: 410 (+/- 20 Watts DC)

Inverter Description: SolarEdge SE120k480V(1) & SE100k480V(1) & SE40k480V(1) Inverter(s)

Total Inversion in kW AC: **260.00 (kW AC)**

Power Optimizer Description: SolarEdge P960 Power Optimizers

Solar Racking Description: Unirac, PanelClaw (or equivalent) Ballasted Racking

Facility Lease & Power Purchase Agreement Information

Site Use: Brookview Elementary

Tenant: iDEAL Energies Solar Leasing, LLC

Tenant Signer Name: Rich Ragatz

Tenant Signer Title: Vice President

Leased Space Rent Payment: **\$225.00** per year

Leased Energy System Rent Payment: **\$25.00** per year

Purchase Agreement

378.840 kW DC JinkoJKM410M Solar Panels with 260.00 kW AC SolarEdge SE120k480V(1) & SE100k480V(1) & SE40k480V(1) Inverter(s), SolarEdge P960 Power Optimizers & Unirac, PanelClaw (or equivalent) Ballasted Racking

Customer	Independent School District #834 - Stillwater Area Public Schools
Site	11099 Brookview Road, Woodbury, Minnesota 55129
Xcel Premise #	304560689

Xcel Photovoltaic Credit Rider Tariff

This **PURCHASE AGREEMENT** (“**Agreement**”), dated **February 3, 2023** (“**Effective Date**”) is between **IDEAL ENERGIES, LLC**, a Minnesota limited liability company, whose principal place of business is located at **8318 Pillsbury Ave. So. Bloomington, MN 55420** (“**Seller**”), and **Independent School District #834 - Stillwater Area Public Schools**, a **Minnesota Public School**, whose principal place of business is located at **1875 Greeley St S, Stillwater, MN 55082-6079** (“**Customer**”). Seller and Customer are sometimes also referred to in this Agreement jointly as “**Parties**”, or individually as a “**Party**”.

RECITALS

- A. Seller sells and installs grid-tied photovoltaic solar electric systems (“**Energy System**”) and Customer desires to purchase and install an Energy System on the Site location described above (“**Site**”) in accordance with the terms and conditions set forth in this Agreement;
- B. Customer will, with the reasonable assistance of Seller, apply for the Tariff (as defined below) for the Project (as defined below) by executing Utility Agreements (as defined below) required to install the Energy System and receive the Tariff;
- C. Customer will, in connection with this Agreement, enter into a Facility Lease Agreement with **iDEAL Energies Solar Leasing, LLC** (“**Tenant**”) pursuant to which Tenant will lease, operate and maintain the Energy System (“**Facility Lease Agreement**”); and
- D. Customer will, in connection with this Agreement, enter into a Power Purchase Agreement (“**Power Purchase Agreement**”, together with this Agreement, and the Facility Lease Agreement, the “**Transaction Documents**”) with Tenant pursuant to which Tenant will provide power generated by the Energy System to Customer.

AGREEMENT

NOW, THEREFORE, for valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. **Project.** Seller will perform electrical engineering on the Energy System, perform structural engineering on the Site to verify it is adequate to support the Energy System, provide and install an Energy System with a Nameplate Capacity of **378.840 kW DC** (+/- 0.50 kWDC) on the Site, and perform Energy System commissioning. The “**Project**” will consist of the Energy System components identified on **Schedule A** (“**System Components**”) and the Project’s design documents (“**Design Documents**”).
2. **Title and Risk of Loss.** Title and risk of loss for the Energy System and Design Documents will pass to Customer upon Substantial Completion (as defined below). Notwithstanding the foregoing, as of the Effective Date, and

as further set forth in this Agreement, Customer agrees to maintain insurance in its own name, and with Seller as an additional insured, to fully insure the Site during the term of this Agreement.

3. **Purchase and Sale; Installation Cost; Payment Terms.** Seller agrees to sell and Customer agrees to purchase the Project and the services provided for hereunder for the total installation cost of **\$909,200.00** (“**Installation Cost**”). The Installation Cost for the Project will be paid pursuant to the Facility Lease Agreement. The actual Installation Cost paid to Seller and/or the Tenant’s Tax Basis for the Energy System may vary from the amounts stated or contemplated by this Agreement.
4. **Customer’s Representations and Responsibilities.**
 - a. Customer represents that the Site is owned by Customer (or an affiliated entity that has common ownership with Customer), as described in **Schedule B**.
 - b. Customer represents that it is not a party to any litigation that would materially or adversely affect its ability to enter into or perform under the Transaction Documents.
 - c. The Authorized Signer(s) listed in **Schedule B** (“**Authorized Signer**”) are legally authorized to act on behalf of Customer and, subject to required school board approvals, have the authority to approve or execute Amendments (as defined below), and otherwise modify this Agreement. The Customer’s Representative listed in **Schedule B** (“**Customer’s Representative**”) will serve as the Seller’s Site contact, and the 24-hour contact for communicating with Utility for any planned or emergency issues related to the Energy System.
 - d. Where any of the Customer’s utility meters are located indoors, Customer will provide Utility with 24-hour unescorted keyless access to all the utility meters.
 - e. Customer will, at least three weeks before the Target Substantial Completion Date, provide and maintain either a wireless internet connection or a RJ45 Internet outlet at the electrical room for connecting the Energy System’s web-based monitoring equipment. If Customer does not provide the foregoing, Seller will provide and install a cellular device for exclusive use by the Energy System, as set forth on **Schedule A**. Customer will be responsible for any cellular service provider data charges.
5. **Seller’s Representations and Responsibilities.**
 - a. As a part of the Project, Seller will provide all System Components, Design Documents, labor, equipment, supplies and services necessary to install the Energy System at the Site in accordance with the “Scope of Work” described in **Schedule C** (“**Work**”).

b. Seller shall comply with all applicable laws, rules, regulations, governmental approvals and permits, including all applicable agreements with, and tariffs of, the Utility (collectively, "**Applicable Requirements**").

its rated capacity ("**Substitute Panels**"), and (iii) is +/- 20 Watts DC and that results in a total variance in the Nameplate Capacity of +/- 0.50 kW DC.

6. **Project Schedule; Substantial Completion; Final Completion.**

a. Customer and Seller will work together to develop a proposed work plan and schedule for the Project ("**Project Schedule**") that is targeted to be substantially complete by **December 31, 2023** ("**Target Substantial Completion Date**"). If events arise which make achievement of Substantial Completion by the Target Substantial Completion Date impracticable, such as force majeure (as described in Section 15.g below), availability of System Components or equipment, and other reasonable delays, Seller will promptly notify Customer of the same, and the Parties will adjust the Project Schedule accordingly. No penalties are due for changes or delays in execution of the Project Schedule.

ii. For Inverters listed on Schedule A, Seller may substitute an inverter(s) with any standard alternative inverter that is (i) of substantially equal electrical rating and (ii) has a warranty of equal or greater term as the inverter(s) listed on Schedule A

iii. For Power Optimizers listed on Schedule A, if any, Seller may substitute any Power Optimizer with a model that is appropriately rated for the solar panels and inverters installed at the Site.

iv. For Racking listed on Schedule A, Seller may substitute Racking with any standard alternative Racking that is (i) substantially equal, and (ii) has a warranty of equal or greater term as the Racking listed on Schedule A.

b. The Project will be substantially complete when the Utility performs a witness test and the Energy System is turned on and is capable and authorized under Applicable Requirements to generate and deliver electric energy to Customer and the Utility's electrical grid at the interconnection point ("**Substantial Completion**"). The date on which Substantial Completion is achieved is the Substantial Completion Date ("**Substantial Completion Date**").

c. Upon Seller's completion of unfinished work remaining at the time of Substantial Completion ("**Punchlist Work**") the Project will be fully complete ("**Final Completion**").

7. **Changes.**

a. It is the desire of the Parties to keep changes to the terms of this Agreement to a minimum, including changes to the Project Schedule. Either Party may request a change by advising the other Party in writing of the proposed change. If (a) Customer elects to purchase any additional services from Seller, as further described on **Schedule A** ("**Optional Services**"), or (b) any change in the Project or the Work, is required to address unforeseen Site conditions, the circumstances of Section 7.b, or other events or circumstances, the Parties will execute a written Amendment to document the change ("**Amendment**").

b. Seller may substitute System Components in accordance with the requirements of this Section, as required to accommodate structural limitations of the Site, the availability of System Components (including changes in panel wattage available from manufacturers), Utility's requirements, or other reasons consistent with the intended purpose of this Agreement. Without requiring an Amendment, Seller may, at its sole discretion, substitute the following System Components:

i. For solar panels listed on Schedule A, Seller may substitute a solar panel with any standard or bi-facial polycrystalline, monocrystalline 72 cell high efficiency solar panel that (i) is Tier 1 rated, CEC listed, or a DNV-GL "Top Performer" (ii) has at least a 10-year manufacturer's workmanship warranty and a 25-year production warranty achieving at least 80% of

8. **Tariff, Utility Bill Credits, Net Metering & Tax Credits.**
The Parties anticipate the Project will be eligible for the following:

a. The Project may be eligible to receive the tariff described in Xcel Energy's Electric Rate Book, (as may be amended or replaced from time to time) as the "Photovoltaic Demand Credit Rider" Rate Code A86 which provides a utility bill credit on the utility bill ("**Utility Bill Credit**") based on the kWh produced from the Energy System from the hours 1:00 PM to 7:00 PM multiplied by the rate per kWh specified in the Electric Rate Book for the Rate Code ("**Tariff**"). To apply for the Tariff, Customer (or its tenant, if any, and as identified on **Schedule B**) will execute required utility agreements, including but not limited to: (i) Electric Service Agreement, (ii) Amendment No. 1 to Electric Service Agreement, (iii) Uniform Statewide Contract for Cogeneration and Small Power Production Facilities, (iv) Minnesota Distributed Energy Resource Interconnection Agreement (MN DIA), under which Renewable Energy Credits ("**RECs**") for the Energy System belong to the Party stated in the Utility Agreements, and any other documentation required by the Utility ("**Utility Agreements**") to install the Project. RECs do not belong to Seller.. Seller will assist Customer (or its tenant) with the application but Customer will be solely responsible for timely completion of the same, and.

b. Customer (or its tenant) may be eligible to participate in the Utility's **Net Metering Program**, where Customer (or its tenant) is compensated by Utility at the applicable rate specified in the Rate Code for each kWh produced from the Energy System that exceeds the Site's consumption ("**Net Metering Credit**"). Under this program, the energy generated from the Energy System is available for on-Site use and reduces the total units of energy (kWh) that Customer (or its tenant) would otherwise purchase from Utility.

c. The Project may be eligible to receive an investment tax credit from the U.S. Treasury, pursuant to Section 48 of the IRS Code ("**Tax Credit**"). The Tax Credit is worth **30%** of the Project's eligible costs ("**Projected Tax Credit**"). The eligible cost basis for the Tax Credit may differ from the Installation Cost.

9. **Insurance.**

- a. Seller will, at its own cost and expense, maintain in full force, insurance reasonable and customary for the services being performed by Seller under this Agreement, including those set forth on **Schedule C**. Upon request, Seller shall provide Customer with certificate(s) evidencing such insurance naming Customer as an additional insured prior to commencement of any work at the Site. A sample Certificate of Insurance for Seller, which identifies the required insurances and limits for the insurances required for the Project, is provided in **Schedule E**. Seller shall also provide Builder's Risk insurance for the Project.
- b. Customer will at all times, at its own cost and expense, maintain in full force and effect, insurance reasonable and customary for the Site and, after Substantial Completion has occurred, for the Energy System and the System Components.
- c. Customer will provide the Seller and the Utility with a Certificate of Insurance that conforms with the Utility requirements specified in **Schedule F**.
10. **Seller's Waiver and Indemnity Regarding Liens.** To the fullest extent permitted under the Applicable Requirements, and to the extent Customer has made payments owed under this Agreement, Seller waives any right to file or impose any mechanic's, materialman's, or other liens with respect to the Site or the Energy System. Seller shall promptly pay all undisputed amounts owed for services, materials, equipment, and labor furnished by any person to Seller with respect to the Project. Seller shall, at Seller's sole cost and expense, discharge and cause to be released, whether by payment or posting of an appropriate surety bond in accordance with the Applicable Requirements, within thirty (30) days of Seller's notice of its filing, any mechanic's, materialmen's, or other lien in respect of the Energy System or the Site created by, through or under, or as a result of any act or omission (or alleged act or omission) of, Seller or any subcontractor or other person providing services, materials, equipment or labor with respect to the Project. If Seller defaults in its obligation to discharge, satisfy or settle such liens, Customer may discharge, satisfy or settle such liens and Seller shall, within thirty (30) days of a written request by Customer, reimburse Customer for all costs and expenses incurred by Customer to discharge, satisfy or settle such liens.
11. **Warranties.**
- a. Seller will provide the warranties set forth on **Schedule D**. Except as otherwise set forth in **Schedule D**, the System Components furnished and installed by Seller, but not manufactured by Seller (including without limitation the solar panels, inverters, power optimizers, racking, and monitoring equipment and their performance/energy output), will carry only the warranty of their manufacturer. More detailed information about warranties on the System Components are set forth on the applicable manufacturer's specification sheets and Operations Manual(s) provided to Customer, or available on the manufacturer's websites. Customer is solely responsible for pursuing any available warranties on System Components against the manufacturer at its own expense, and may look only to such manufacturer, and not to Seller, for any warranty with respect thereto.
- b. **EXCEPT AS EXPRESSLY PROVIDED IN SCHEDULE D, SELLER MAKES NO AND**
12. **Ownership of Project Documents and Design.** All Design Documents for the Energy System shall be the sole and exclusive property of Customer. Customer grants Seller an irrevocable perpetual, transferable, royalty free license to use the Design Documents for its own private use.
13. **Indemnification; Limitation of Damages.**
- a. Subject to the limitations set forth below, Seller hereby indemnifies and holds harmless Customer and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Customer Indemnified Party**") against any third-party damages, liabilities, losses, costs and expenses, including reasonable attorney fees and costs (collectively, "**Damages**") incurred or suffered by any Customer Indemnified Party caused by (i) any material breach of this Agreement by Seller, or (ii) gross negligence or willful misconduct of Seller, its employees, or subcontractors in connection with the Project.
- b. To the extent permitted by law, Customer hereby indemnifies and holds harmless Seller and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Seller Indemnified Party**") against any Damages incurred or suffered by any Seller Indemnified Party in any way arising out of, relating to, or in connection with (i) any material breach of this Agreement by Customer, or (ii) gross negligence or willful misconduct of Customer or its employees in connection with the Project.
- c. Any Customer Indemnified Party or Seller Indemnified Party claiming indemnification hereunder must give each Party prompt notice of the relevant claim and each Party agrees to cooperate with each other Party, at its own expense, in the defense of such claim. Notwithstanding the forgoing, any Party from whom indemnification is sought shall control the defense and settlement of such claim; provided however that such Party shall not agree to any settlement that materially adversely affects the other Party without the prior written consent of such Party, which approval shall not be unreasonably withheld. Without limiting or diminishing the foregoing, any Party may, at its option and its own expense, participate in the defense of any such claim with legal counsel of its own choice.
14. **Termination.** This Agreement may be terminated as follows:
- EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY AS TO THE INSTALLATION, DESIGN, DESCRIPTION, QUALITY, MERCHANTABILITY, COMPLETENESS, USEFUL LIFE, ENERGY PRODUCTION, PROJECTED ECONOMIC VIABILITY, FINANCIAL DATA AND PROJECTIONS, CURRENT OR FUTURE UTILITY RATES, UTILITY FEES, INTERCONNECTION FEES, TARIFF PROGRAMS, INCENTIVES, NET METERING, THE AMOUNT OF OR CUSTOMER'S RECEIPT OF UTILITY BILL CREDITS OR NET METERING CREDITS OR SALE OF EXCESS ENERGY, ROOF PERFORMANCE, FITNESS FOR ANY PARTICULAR PURPOSE OR ANY OTHER MATTER OF THE ENERGY SYSTEM, THE SYSTEM COMPONENTS, THE PROJECT, OR ANY SERVICES PROVIDED UNDER THIS AGREEMENT.**

- a. Except where Seller includes the items below in the Installation Cost, Seller may terminate this Agreement in its sole discretion by providing Customer written notice in the event (i) the structural analysis indicates the Site is not, in its then-current condition, capable of supporting the Energy System unless accommodated by alternate equipment, structural retrofits or other requirements as specified in the structural engineering report that render the Site suitable for installing the Energy System, or (ii) the Utility requires engineering studies, interconnection expenses or site improvements as a condition to Seller installing the Project, or (iii) before construction begins, in the event Seller's performance under the terms of this Agreement would cause Seller significant detriment for reasons including but not limited to significant increases in equipment costs resulting from import tariffs or market variations, the unavailability of licensed labor, changes in law or other similar events impairing the installation of the Energy System in accordance with the Project Schedule, or for the Installation Cost.
- b. Seller may terminate this Agreement by giving written notice to Customer at any time prior to completion of the Project in the event Customer has breached any representation, warranty or covenant contained in this Agreement in any material respect, Seller has notified Customer of the breach, and the breach has continued without cure by Customer or written waiver by Seller for a period of thirty (30) days after the notice of breach.
- c. Customer may terminate this Agreement by giving written notice to Seller at any time prior to completion of the Project in the event that (i) Seller has breached any representation, warranty or covenant contained in this Agreement in any material respect, and Customer has notified Seller of the breach, and the breach has continued without cure by Seller or written waiver by Customer for a period of thirty (30) days after the notice of the breach; or (ii) upon sixty (60) days' notice to Seller if Seller has not achieved Substantial Completion within one hundred eighty (180) days of the Target Substantial Completion Date not including any additional time related to delay of receipt of Utility Interconnection Approval, as may be extended pursuant to the terms of this Agreement. In such event, and subject to Section 16.g., the Parties acknowledge the 180-day period accounts for Force Majeure events, or other unforeseen delays in the Work, including but not limited to equipment supply and third-party approvals.
- d. Upon termination of this Agreement pursuant to this Section 14, all rights and obligations of the Parties under this Agreement will terminate without any liability of any Party to any other Party, except (i) with respect to Section 13, Section 16, and as otherwise provided in this Section 14, and (ii) for any liability of any Party then in breach.
- e. Except as otherwise provided in this Section 14, the termination rights under this Section 14 are cumulative with and in addition to any other rights or remedies to which the Parties may be entitled at law or under this Agreement.
15. **Roof Warranty.** Before installing the Energy System, Seller will take measures required to provide documentation to the Customer to keep the Site's existing or new roofing manufacturer warranty intact.
16. **Miscellaneous.**
- a. **Relationship of the Parties.** The Parties shall for all purposes be considered independent contractors with respect to each other, and neither shall be considered an employee, employer, agent, principal, partner or joint venturer of the other.
- b. **Entire Agreement.** This Agreement and all schedules, exhibits and attachments hereto, together with any agreement reference herein, constitute the entire agreement and understanding of the Parties relative to the subject matter hereof. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.
- c. **Survival of Representations.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement, or in any instrument, certificate, exhibit or other writing provided for in it, shall survive the execution of this Agreement and the consummation of the transactions contemplated herein.
- d. **Amendment.** This Agreement may be amended or modified only by a writing executed by the Parties to this Agreement. No custom or practice of the Parties at variance with the terms hereof shall have any effect.
- e. **Notices.** All notices to be given under this Agreement shall be in writing and shall be effectively given upon personal delivery, facsimile or email transmission (with confirmation of receipt), delivery by overnight delivery service or three days following deposit in the United States Mail (certified or registered mail, postage prepaid, return receipt requested).
- f. **No Delay.** No delay or failure on the part of any Party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof.
- g. **Force Majeure.** Neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including without limitation fires, flood, accidents, explosions, sabotage, strikes or other labor disturbances, civil commotion, riots, invasions, wars, acts of God, acts of government, terrorism, delayed governmental process, international tariffs, inability to timely obtain a permit, inability to timely receive interconnection approval or response from Utility, inability to obtain sufficient qualified labor, or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of the Party.
- h. **Governing Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws principals. Any lawsuit brought in connection with this Agreement shall be brought only in a court of general jurisdiction in Hennepin County, Minnesota.
- i. **Severability.** The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

- j. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement, nor any portion thereof, without the prior written consent of the other Party. Any other attempted assignment or transfer without prior written consent of the other Party shall be of no force or effect. As to any permitted assignment: (i) reasonable prior notice of any such assignment shall be given to the other Party; and (ii) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing. Notwithstanding the foregoing, Seller may, at its sole discretion, assign all or part of its interest under this Agreement to an affiliate of Seller or Tenant, or assign this Agreement in connection with any sale or pledge of any or all of its assets to a third party or bank.
- k. **UCC Terms.** All terms in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("**UCC**") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.
- l. **Terms.** All terms in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("**UCC**") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.
- m. **Marketing and Promotion.** Seller shall not use Customer's name, image or likeness in connection with advertising and promoting the Project or the Energy System without Customer's approval, which shall not be unreasonably withheld.
- n. **Subordination to Utility Agreements.** No portion of this Agreement is intended to conflict with any Utility Agreements to which Seller, Tenant, Customer or Customer's tenant (if any) are a party. In the case of a conflict between the terms or conditions of this Agreement and the Utility Agreements, the terms and conditions of the Utility Agreements shall control. Utility, or its successors and assigns, is a third-party beneficiary of the provision of this paragraph. Nothing in this Agreement shall prevent Utility, from fully enforcing the terms and conditions of the Utility Agreements.
- o. **Data Practices.** Seller considers the information contained in this Agreement related to the programs, methods, techniques and processes utilized by Seller with respect to the Project to be trade secret information of Seller as defined in the Minnesota Government Data Practices Act Ch. 13 .37 Subd 1 (b) GENERAL NONPUBLIC DATA. Subject to the requirements of the Government Data Practices Act, in no event shall this information be shared or disclosed with any person or third party without the prior written approval of Seller.
- p. **Bonds.** Where the Installation Cost exceeds \$175,000, Seller shall post performance and payment bonds in the amount of the Installation Cost.

The Parties hereto have caused this Agreement to be duly signed in their respective names as of the Effective Date.

Seller
IDEAL ENERGIES, LLC

By: _____
Chris Psihos, its President

Dated: _____

Customer
Independent School District #834 - Stillwater Area Public Schools

By: _____
Dr. Michael Funk, its Superintendent

Dated: _____

SCHEDULE A System Components

Included with Energy System: The Energy System is comprised of the following System Components:

1. UL Listed and approved Solar Panels: **924 @ JinkoJKM410M solar panels each rated at 410 (+/- 10 Watts DC); 72 cell Tier 1, CEC listed, or DNV-GL Rated Top Performer oriented at approximately 180°**
2. UL listed and approved inverters: **260.00 kW AC total; 1 @ SolarEdge SE120k480V(1) & SE100k480V(1) & SE40k480V(1) Inverter(s)**
3. SolarEdge Power Optimizers: **462 - SolarEdge P960 Power Optimizers (or equivalent)**
4. Solar Panel Racking / mounting system: **Unirac, PanelClaw (or equivalent) Ballasted Racking**
5. Electrical components including but not limited to conductive wiring, ground circuitry, conduit, junction boxes, disconnects, switches, over-current protection, and any associated hardware necessary to complete the installation of the solar panels and interconnect with the Site's existing electric service excluding any Specialized Equipment as defined below. Electrical components including the inverters, transformers, disconnects and production meter will be located on the exterior of the building near existing electrical service, unless otherwise agreed. If the main service utility meter is located indoors, a keypad or lockbox will be provided for allowing the Utility Company 24-hour access to the meter. The electrical conduit will be run on the exterior of the building. If required by the Energy System Engineering, Seller will provide and install mechanical roof attachments required to keep the Energy System immobile using a qualified Roofer.
6. Monitoring equipment and web-based remote system monitoring system. Customer is responsible for bringing, providing and paying for ethernet cable or cellular based internet service at the Site (typically the electrical room).
7. Where Customer's roofing manufacturer for EPDM, TPO, PVC or SBS roof membrane system(s) require that slip sheets of like kind roofing membrane ("Slip Sheets") be placed between the roof's membrane and the solar array racking pads to preserve the installer's or manufacturer's roof warranty, Slip Sheets will be installed by Seller.
8. For ground mounted systems, includes: (1) 200' AC trench run from array to interconnection location (additional cost for longer runs will be added to project cost at Seller's cost) (2) grass or mulch at the Seller's discretion (Customer is responsible for maintaining the grounds post installation), and (3) wire mesh for guarding of conductors, or a perimeter fence).
9. If not provided by the Utility, a revenue grade meter for measuring and monitoring electrical production from the Energy System.
10. Site Specific Work: N/A Site Specific Work Cost: \$N/A

The Parties agree that the Energy System does not include the following unless purchased by the Customer as an option ("**Optional Services**"), or where Seller includes them in the Installation Cost:

1. Relocation of existing electric circuits, or any upgrades to Customer's electrical service to bring it up to code or other Site-specific utility requirements including any relocation of existing utility meters to an exterior location to bring a Site up to code.
2. Any structural improvements to the building required to support the Energy System and the System Components.
3. Batteries or emergency back-up power capability.
4. Third-party fees for web-based monitoring of the Energy System.
5. Afterhours Labor and after-hours equipment rental (i.e., outside the weekday hours of 6am-6pm local prevailing time) / Weekend Labor.
6. Tree removal, gas line relocation, fencing, or guardrails around roof perimeter.
7. Seller-provided cellular device for web-based System monitoring: \$1200
8. Non-customary design requests, any other item or service not described in this Schedule A including but not limited to step up/down transformers to/from 480V 3 Phase, roof penetrations, conduit run through building interior, powder coated or other special materials to match building, roofing (roof spudding, upgrades or re-certifications), landscaping or screening around the solar array exterior.
9. Incremental Cost for Site Specific Work described above that exceeds the stated Site Specific Work Cost.

SCHEDULE B
Contact Information for Parties

Customer: **Independent School District #834 - Stillwater Area Public Schools**
1875 Greeley St S, Stillwater, MN 55082-6079

Site Owner: **ISD 834 Stillwater**
1875 Greeley Street S., Stillwater , MN MN

Customer's Authorized Signer: **Dr. Michael Funk**
Superintendent

Customer's Authorized Representative: **Tony Willger**
651-295-3999

Seller/Installer: **Ideal Energies, LLC**
Chris Psihos t. (612)928-5008
chris.psihos@idealenergies.com
8318 Pillsbury Ave. So. Bloomington, MN 55420

Project Electrician: **Green² Electric, LLC** License **EA719118**
Robert Buskirk & Russell Goetze Master Electricians
t. (612)928-5008 f: (612)928-5009
8318 Pillsbury Ave. So. Bloomington, MN 55420

SCHEDULE C

Seller's Scope of Work

A. Design Scope

1. Seller will prepare structural and electrical Design Documents describing the Project.
2. Seller will comply with all building codes and, as necessary, obtain any code variances.
3. Seller will ensure that the Energy System installation meets then current National Electrical Code requirements.
4. Seller will apply for all permits, and complete inspections to close such permits after Substantial Completion.
5. Seller will prepare all documentation required by Utility for Customer to interconnect the Energy System with Utility's electrical grid at the interconnection point.
6. Seller will prepare all documentation required by Utility for Customer to apply for interconnection.

B. Installation

1. Seller will furnish and install all required material or equipment for a complete installation.
2. Seller will connect the Energy System to Customer's electric panel.
3. Seller will commission and test the Energy System after installation.
4. Electrical interconnections will be performed by licensed electricians.
5. Except as provided in the Purchase Agreement, the Parties agree that Seller will not be liable for any indirect or consequential losses incurred by Customer as a result of the Energy System installation. Such losses may result from disruption of operations, interruption of electrical service, suspension of mechanical services and other interruptions reasonably related to standard Energy System installation of the size and type contemplated by the Project.

C. Safety

1. Seller will adhere to all current safety laws including without limitation federal, state and local safety regulations.
2. Seller's workers will conform to standard OSHA safety practices and procedures during installation.

D. General

1. Seller will provide all required design, engineering, construction, administration and management services necessary to complete the Project.
2. Seller will provide to Customer copies of all operating and maintenance manuals and third-party warranties.

SCHEDULE D Seller's Warranties

Engineering and Design Services Warranty Seller warrants that it will perform the engineering and design services in a professional and workmanlike manner using the degree of care, skill, prudence, judgment and diligence that a reasonable, qualified and competent provider of similar services would exercise. Except as otherwise provided herein, for a period beginning on the Substantial Completion Date and ending five years later (the "**Warranty Period**"), if it is shown that there was an error in such engineering and design services as a result of Seller's failure to meet those standards, and if Customer properly notifies Seller within the Warranty Period, Seller will, at its own expense and at no cost to Customer, re-perform such services to remedy such error within a reasonable timeframe.

Installation Services Warranty Seller warrants that it will perform the installation services in a professional and workmanlike manner using the degree of care, skill, prudence, judgment and diligence that a reasonable, qualified and competent provider of similar services would exercise. Except as otherwise provided herein, if during the Warranty Period it is shown that there was an error in such installation services as a result of Seller's failure to meet those standards, and if Customer properly notifies Seller within the Warranty Period, Seller will, at its own expense and at no cost to Customer, re-perform such services to remedy such error within a reasonable timeframe.

Limited System Components Warranty Seller warrants that the System Components will be new and not physically damaged by Seller at the time of Substantial Completion. If Customer notifies Seller within the Warranty Period that any System Components were not new or were, at that time, physically damaged by Seller at the time of Substantial Completion, Seller will replace such System Components within a reasonable timeframe with System Components that are new and undamaged.

Roof Warranty Except as otherwise provided herein, if during the Warranty Period it is shown that the roof leaks solely as a result of Seller's installation of the Energy System, and if Customer properly notifies Seller within the Warranty Period, Seller will, at its own expense and at no cost to Customer, promptly repair the roof so that it does not leak; provided that such leaking is not due to normal wear and tear.

Limitation on Warranties The above warranties do NOT cover damage, malfunctions or services failures to the extent caused by:

1. Failure to follow any applicable operations or maintenance manual or any other maintenance instructions provided by Seller or the manufacturer of the System Components, or failure to properly maintain or operate the Energy System;
2. Repair, modification, maintenance, movement or relocation of the Energy System or the System Components by someone other than a service technician approved by Seller or the manufacturer of the System Components;
3. Attachment or connection to the Energy System of any equipment not supplied by Seller, or the use of the Energy System for a purpose for which the Project was not intended;
4. Abuse, misuse or acts of Customer or any third person (other than Seller or its employees or agents), including intentional damage, theft or vandalism; or
5. Damage or deteriorated performance of the Energy System or Site caused by electrical surges, building settling, building component failure, work done on the building or adjacent structures, use of machinery or vehicle in the area, winds in excess of the system design rating, lightning, fire, flood, extreme weather conditions, pests, tornadoes, hurricanes, hail, storms, explosions, earthquakes, ground subsidence, falling debris, force majeure (as described in Section 16.g. of the Purchase Agreement) accidental breakages (not caused by Seller or its employees or agents), normal wear and tear, and other events or accidents outside the reasonable control of Seller.

Customer's Right to Remedy In the event that Seller fails to timely remedy any breach of warranty under this **Schedule D** or such breach threatens imminent harm to Customer or its property, Customer shall have the right to employ any reasonable means necessary to remedy such breach, and Seller shall reimburse Customer for all reasonable and necessary expenses incurred by Customer in carrying out such remedy.

SCHEDULE F

Utility Insurance Requirements for Solar Equipment

Call your insurance company and let them know you are installing solar equipment and need to insure it. Have them issue the Certificate of Insurance described below as required to comply with Utility program requirements. If your insurance company has any questions about the equipment, the installation or the below, please have them contact **Wendy Vorasane** of iDEAL Energies at **612.928.5008**.

Please have a copy of the Certificate of Insurance emailed to wendy.vorasane@idealenergies.com.

CERTIFICATE OF INSURANCE **Xcel Energy as a Certificate Holder**

1. Have your insurance provider complete the Insurance Checklist.
2. Have them provide an endorsement naming the following as an additional insured:
Northern States Power Company, A Minnesota Company
414 Nicollet Mall, Minneapolis, MN 55401
3. Make sure the physical address listed on your policy matches the physical address at the Site where the Energy System is installed.

Please see the Utility's Insurance Checklist and the Distributed Energy insurance requirements on the following page.

Application

Minnesota

Clear form



Insurance Checklist Form for Minnesota DER Applications

1. Identify by legal name of interconnection customer/garden and application number of the project that is the subject of this insurance review:

2. Identify by legal name and application number any additional DER projects also covered by the insurance indicated below:

3. Has the insurance policy described below been the subject of a prior insurance review as part of this program?

	Insurance Requirement — need to provide copy of policies and declaration page.	Where applicable, indicate page number, paragraph number, where this is shown.
1.	The insurance needs to be from an insurance company rated B+ or better by "Best" (Section 10, sheet 202, 5.10.1).	<input type="text"/>
2.	Show that the entity which has signed the Interconnection Agreement (Interconnection Customer) is a Named Insured on the policy.	<input type="text"/>
3.	Show whether, or not, a Project needs to be specifically identified in the Insurance Policy in order to be covered by the insurance. If there is such a requirement, show that the Project is identified in the Insurance Policy.	<input type="text"/>
4.	General Liability insurance must have the following limits: \$1,000,000 (for systems >40 kW AC and ≤250 kW AC) or \$2,000,000 (for systems above 250 kW AC) for each occurrence for each generation system in each interconnection agreement (Section 10, sheet 202, 5.10.1) This means that each project must have insurance in this amount. Please identify projects covered by this policy.	<input type="text"/>
5.	Includes coverage against claims for damages resulting from (i) bodily injury, including wrongful death; and (ii) property damage arising out of the Interconnection Customer's ownership and/or operating of the Generation System under the interconnection agreement (Section 10, sheet 202, 5.10.1).	<input type="text"/>
6.	Includes "Northern States Power Company, a Minnesota Company" as an additional insured (Section 10, sheet 202, 5.10.2).	<input type="text"/>
7.	Contains a severability of interest, separation of insureds, or cross-liability clause (Section 10, sheet 202, 5.10.2.)	<input type="text"/>
8.	Provides that Northern States Power Company shall not by reason of its inclusion as an additional insured incur liability to the insurance carrier for the payment of premium for such insurance (Section 10, sheet 202, 5.10.2).	<input type="text"/>
9.	Provides for twenty (20) calendar days' written notice to Northern States Power Company prior to cancellation, termination, alteration, or material change of such insurance (Section 10, sheet 202, 5.10.2).	<input type="text"/>
10.	Insurance states that coverage provided is primary and is not excess to or contributing with any insurance or self-insurance maintained by Northern States Power Company (Section 10, sheet 202, 5.10.5).	<input type="text"/>
11.	We need to be provided with a copy of the entire insurance policy, including all endorsements. (Section 10, sheet 202, 5.10.4).	<input type="text"/>

Facility Lease Agreement

378.840 kW DC JinkoJKM410M Solar Panels with 260.00 kW AC SolarEdge SE120k480V(1) & SE100k480V(1) & SE40k480V(1) Inverter(s), SolarEdge P960 Power Optimizers & Unirac, PanelClaw (or equivalent) Ballasted Racking

Customer	Independent School District #834 - Stillwater Area Public Schools
Site	11099 Brookview Road, Woodbury, Minnesota 55129
Xcel Premise #	304560689

Xcel Photovoltaic Credit Rider Tariff

This FACILITY LEASE AGREEMENT (“**Agreement**”), dated **February 3, 2023** (“**Effective Date**”) is between **iDEAL Energies Solar Leasing, LLC**, a Minnesota limited liability company, whose principal place of business is located at **8318 Pillsbury Ave. So. Bloomington, MN 55420** (“**Tenant**”), and **Independent School District #834 - Stillwater Area Public Schools**, a **Minnesota Public School**, whose principal place of business is located at **1875 Greeley St S, Stillwater, MN 55082-6079** (“**Customer**”). Tenant and Customer are sometimes also referred to in this Agreement jointly as “**Parties**”, or individually as a “**Party**”.

RECITALS

- A. Customer is the owner or lessee of that certain Site located at **11099 Brookview Road, Woodbury, Minnesota 55129** named **ISD 834 - Brookview Elementary School** used as an **Brookview Elementary** (“**Site**”);
- B. Tenant desires to lease from Customer, and Customer desires and is authorized to lease to Tenant, subject to the terms and conditions of this Agreement, a portion of the Site for the construction, operation and maintenance of a photovoltaic solar electric system (“**Energy System**”) as further described in that certain Purchase Agreement between Customer and **Ideal Energies, LLC** (“**Seller**”) of even date herewith (“**Purchase Agreement**”);
- C. Customer will be the **legal owner of the Energy System upon purchase from Seller**, and Customer desires to lease the same to Tenant subject to the terms and conditions of this Agreement;
- D. Tenant and Customer will, in connection with this Agreement, enter into a **Power Purchase Agreement** (“**Power Purchase Agreement**”) pursuant to which Tenant will provide power generated by the Energy System to Customer;
- E. The Project may be eligible to receive an investment tax credit from the U.S. Treasury, pursuant to Section 48 of the IRS Code (“**Tax Credit**”). The Tax Credit is worth **30%** of the Project’s eligible costs (“**Projected Tax Credit**”). For federal tax purposes, Customer and Tenant will treat this Agreement as a transfer of the ownership of the Energy System from Customer to Tenant; The eligible cost basis for the Tax Credit may differ from the Installation Cost.
- F. Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises of the Parties hereto and for other

good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Contingency.** **The Parties’ performance under this Agreement is contingent on Substantial Completion occurring for the Project in accordance with the terms of the Purchase Agreement.**
2. **Lease of Energy System and Leased Space.** Customer hereby leases to Tenant, and Tenant hereby leases from Customer the following: (a) the Energy System, and (b) all roof/ground space required for the installation and operation of the Energy System on the Site (“**Leased Space**”) as generally prescribed on the Plan View Drawing included herewith as **Schedule A**, including rights to place wiring to the point of interconnection. The Energy System and the Leased Space together constitute the leased property (“**Leased Property**”). The Plan View Drawing provided to Customer by Seller in its Operations Manual after Substantial Completion occurs is hereby incorporated into **Schedule A** of this Agreement by reference.
3. **System Payments, Tax Ownership.**
 - a. **Installation Cost Payment.** Tenant hereby assumes in full and agrees to pay Customer’s Installation Cost within 30 days after the Substantial Completion Date, as defined in the Purchase Agreement.
 - b. **Transfer of Tax Ownership.** The Parties shall treat the Energy System as having been sold to Tenant for federal tax purposes in consideration of the payment(s) made under Section 3.a above.
4. **Access to Leased Space.** Customer grants to Tenant the right to access the Leased Space via reasonable route(s) over and across the Site upon reasonable prior notice to Customer. Customer will cooperate with Tenant to access the electrical meter or any other part of the Energy System, if not located within the Leased Property.
5. **Permitted Use of Leased Space.** During the Term (as defined below), Tenant shall have the exclusive right to use the Leased Space for the construction, installation, operation, maintenance, repair, replacement, relocation, reconfiguration, removal, alteration, modification, improvement, use and enjoyment of the Energy System (and other necessary and incidental uses for the operation of the Energy System) to fulfill Tenant’s obligations under this Agreement and the Power Purchase Agreement (“**Permitted Uses**”). Tenant may not erect any other facilities or use any other equipment on the Leased Space that is not expressly permitted under the terms of this Agreement without first obtaining Customer’s written consent, which consent shall not be unreasonably withheld, delayed or conditioned provided the other facilities or equipment are related to the operation of the Energy System and are not likely, in Customer’s reasonable

opinion, to damage the Site or materially interfere with Customer's business.

6. **Term.** The term of this Agreement shall begin on the Substantial Completion Date and shall terminate on the 20th anniversary thereafter ("**Term**").
 7. **Rent of Leased Space.** Beginning on the first anniversary of the Substantial Completion and continuing on each and every anniversary thereof throughout the Term, Tenant shall pay to Customer rent for the Leased Space. Such rent shall be **\$225.00** per year ("**Leased Space Rent**").
 8. **Rent of Energy System.** Beginning on the first anniversary of the Substantial Completion and continuing on each and every anniversary thereof throughout the Term, Tenant shall pay to Customer rent for the Energy System. Such rent shall be **\$25.00** per year ("**Energy System Rent**").
 9. **Holdover.** If Tenant holds over its tenancy after expiration of the Term, such tenancy shall be month-to-month subject to the terms and conditions of this Agreement. Either Party may terminate such month-to-month tenancy at any time upon the giving to the other Party no less than thirty (30) days written notice.
 10. **Operating Permits.** Tenant shall, at its sole expense, maintain in full force and effect all certificates, permits and other approvals ("**Operating Permits**") required by any federal, state or local authorities having jurisdiction over Tenant or the Leased Property.
 11. **Energy System Title and Condition on Facility Lease Termination.** The Parties agree that legal title to any and all fixtures, equipment, improvements or personal property of whatsoever nature at any time constructed or placed on or affixed to the Leased Space by Tenant, including without limitation the Energy System and its System Components, shall be and remain with Customer, as the Energy System owner. Tenant shall leave the Energy System at the end of this Agreement in substantially the same condition as existed on the Substantial Completion Date plus any improvements, ordinary wear and tear and casualty damage excepted.
 12. **Energy System Operation and Maintenance.**
 - a. **Energy System Operation & Maintenance Services.** At Tenant's expense, Tenant will monitor the Energy System's performance and keep and maintain the Energy System in good condition and repair in accordance with the Maintenance Services provided in **Schedule B**; *provided, however*, the Parties acknowledge **Schedule B** is a guideline, to which strict adherence is not expected by the Parties ("**Maintenance Services**"). Customer is solely responsible for pursuing any available warranties on System Components against the manufacturer(s) at its own expense, and may look only to such manufacturer, and not to Tenant, for any warranty with respect thereto. Tenant will assist Customer in resolving any warranties relating to System Components as described in **Schedule B**. Tenant shall prevent any liens from attaching to the Leased Space or the Site resulting from its maintenance activities, and shall defend, indemnify, and hold Customer harmless from the same. In the event Seller fails to meet such obligation, Customer may discharge, satisfy, or settle such liens and Tenant shall, within thirty (30) days of a written request by Customer, reimburse Customer for all costs and expenses incurred by Customer, including but not limited to attorneys' fees.
 - b. **Energy System Casualty.** In the case of casualty to the Energy System, Tenant agrees to repair the Energy System with insurance proceeds described in Section 16.a. Customer shall cause said proceeds to be provided to Tenant to make the repairs caused by the casualty. Tenant shall repair, at Tenant's expense, any damage to the Leased Space that results from the Tenant's repair, reconfiguration, alteration, modification or replacement of the Energy System.
13. **Customer's Repair of Leased Space During Term.** Customer shall have the right at any time to access the Leased Space to inspect, maintain, replace or repair items and components thereof, excluding the Energy System. ("**Customer Maintenance**"). Customer shall provide thirty (30) days prior notice of any scheduled Customer Maintenance, except in the case of an emergency, Customer shall give notice as soon as practicable. Customer, at its own cost, will perform Customer Maintenance, and use Seller or another third party approved by Tenant to perform services required to be performed to the Energy System during Customer Maintenance (Tenant's approval of third parties will not be unreasonably withheld). Customer Maintenance will be performed at Tenant's expense to the extent the Customer Maintenance was required as a result of damage to the Leased Space caused by Tenant.
 14. **Utilities / Taxes.** After Substantial Completion Date, Tenant shall pay all taxes and assessments levied upon the Energy System and other personal property located and/or installed on the Site by Tenant that are related and attributed to consideration paid to Customer by Tenant for the Leased Space and the lease of the Energy System.
 15. **Interference.**
 - a. **Interference by Tenant.** Tenant shall operate the Energy System in a manner that will not unreasonably interfere with any existing operations or equipment located, operated or owned by Customer or any other permitted occupants as of the date of this Agreement. All operations by Tenant shall be lawful and in material compliance with all regulations and requirements of the Minnesota Public Utilities Commission, as well as any other applicable state, federal or local regulations and requirements and any applicable agreements with, or tariffs of, the local utility
 - b. **Interference by Customer.** Following installation of the Energy System, Customer shall not cause or permit any other persons or parties to, install equipment or facilities or construct or allow any construction of a structure or structures ("**New Construction**") near the Leased Space if such New Construction would interfere with the Energy System or its performance. Customer shall not move, modify, remove, adjust, alter, change, replace, reconfigure or operate the Energy System or any part of it during the term of the Agreement without prior written direction or approval of Tenant, except if there is an occurrence reasonably deemed by Customer to be a bona fide emergency, in which case Customer will immediately notify Tenant of such emergency and Customer's proposed actions. Customer shall be responsible for, and promptly notify Tenant, of any damage to the Energy System caused by the Customer or its employees, invitees or agents, and shall promptly pay Tenant the costs to repair such damage to the Energy System, and Power Payments (as defined in the Power Purchase Agreement) due to Tenant.

16. **Insurance.**

- a. **General Liability and Property Insurance.** Customer shall (i) keep the Energy System insured against loss by fire, theft, hail and wind (ii) at all times will insure the Energy System at an amount equal to its replacement cost and (iii) will provide Tenant with a certificate of insurance that names Tenant as an additional insured and loss payee as further described in **Schedule C**. Customer shall also secure and maintain adequate comprehensive general liability insurance against liability related to the Energy System. Customer shall provide Tenant with evidence of having acquired such insurance coverages prior to the Substantial Completion Date and on an annual basis thereafter. The loss, injury or destruction of the Energy System shall not release Customer from payment as provided in this Agreement. Any insurance policies obtained by Customer shall provide that such policy of insurance cannot be terminated or cancelled by the insurer without thirty (30) days prior written notice to Tenant. Customer is responsible for any deductibles due under the insurance policies for casualties and will pay Tenant said deductible along with insurance proceeds received to repair the Energy System, and Tenant's lost Power Payments due to Tenant. Customer's failure or refusal to repair and recommission an Energy System following a loss shall constitute a breach of this Agreement.
- b. **Workers' Compensation Insurance and Employers' Liability Insurance.** In accordance with Minnesota state law, Tenant shall maintain in force workers' compensation insurance for all of its employees. Tenant shall also maintain employer's liability coverage in an amount of not less than One Million Dollars (\$1,000,000.00) per accident. Tenant shall also secure and maintain adequate comprehensive general liability insurance against liability related to the Leased Property. Upon request, Tenant will provide Customer with a certificate of insurance.

17. **Indemnification.**

- a. Tenant shall indemnify and hold harmless Customer and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Tenant Indemnified Party**") against any damages, liabilities, losses, costs and expenses, including reasonable attorney fees and costs (collectively, "**Damages**") incurred or suffered by any of them in any way arising out of, relating to, or in connection with (i) any breach of this Agreement by Tenant, or (ii) gross negligence or willful misconduct of Tenant or its employees or agents in connection with the transactions contemplated by this Agreement.
- b. Tenant shall indemnify Customer from any mechanic's, materialman's, or other lien with respect to the Site or the Leased Property to the extent such lien is attributable to Tenant's failure to pay the Installation Cost or other costs incurred in the performance of Tenant's obligations for maintenance and repair of the Energy System.
- c. To the extent permitted by law, Customer shall indemnify and hold harmless Tenant and its officers, directors, members, consultants, representatives, agents, employees and affiliates (each a "**Customer Indemnified Party**") against any Damages incurred or suffered by any of them in any way arising out of, relating to, or in connection with (i) any breach of this

Agreement by Customer, or (ii) gross negligence or willful misconduct of Customer or its employees or agents in connection with the transactions contemplated by this Agreement.

- d. A Customer Indemnified Party or Tenant Indemnified Party claiming indemnification or Damages hereunder must give each Party prompt notice of the relevant claim and each Party agrees to cooperate with each other Party, at its own expense, in the defense of such claim. Notwithstanding the foregoing, any Party from whom indemnification or Damages are sought, shall control the defense and settlement of such claim; provided however that such Party shall not agree to any settlement that materially adversely affects the other Party without the prior written consent of such Party, which approval shall not be unreasonably withheld. Without limiting or diminishing the foregoing, any Party may, at its option and its own expense, participate in the defense of any such claim with legal counsel of its own choice.

18. **Miscellaneous.**

- a. **Relationship of the Parties.** The Parties shall for all purposes be considered independent contractors with respect to each other, and neither shall be considered an employee, employer, agent, principal, partner or joint venturer of the other.
- b. **Entire Agreement.** This Agreement and all schedules, exhibits and attachments hereto, together with any agreement reference herein, constitute the entire agreement and understanding of the Parties relative to the subject matter hereof. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.
- c. **Survival of Representations.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement, or in any instrument, certificate, exhibit or other writing provided for in it, shall survive the execution of this Agreement and the consummation of the transactions contemplated herein.
- d. **Amendment.** This Agreement may be amended or modified only by a writing executed by the Parties to this Agreement. No custom or practice of the Parties at variance with the terms hereof shall have any effect.
- e. **Notices.** All notices to be given under this Agreement shall be in writing and shall be effectively given upon personal delivery, facsimile or email transmission (with confirmation of receipt), delivery by overnight delivery service or three days following deposit in the United States Mail (certified or registered mail, postage prepaid, return receipt requested).
- f. **No Delay.** No delay or failure on the part of any Party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof.
- g. **Force Majeure.** Neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including without limitation fires, flood, accidents, explosions, sabotage, strikes or other labor disturbances, civil commotion,

riots, invasions, wars, acts of God, acts of government, terrorism, delayed governmental process, international tariffs, inability to timely obtain a permit, inability to timely receive interconnection approval or response from Utility, inability to obtain sufficient qualified labor, or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of the Party.

- h. **Governing Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws principals. Any lawsuit brought in connection with this Agreement shall be brought only in a court of general jurisdiction in Hennepin County, Minnesota.
- i. **Severability.** The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.
- j. **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement, nor any portion thereof, without the prior written consent of the other Party. Any other attempted assignment or transfer without prior written consent of the other Party shall be of no force or effect. As to any permitted assignment: (i) reasonable prior notice of any such assignment shall be given to the other Party; and (ii) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing. Notwithstanding the foregoing, as may be required for Tenant to avoid being classified as a Public Utility under Minnesota Statutes Chapter 216B.02, Subd. 4., or to leverage tax benefits as tax owner or to obtain financing, Tenant may, at its sole discretion, assign and/or sublease all or part of its interest under this Agreement to a controlled affiliate of Seller or Tenant, or assign this Agreement in connection with any sale or pledge of any or all of its assets to a third party or bank.
- k. **UCC Terms.** All terms in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("**UCC**") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.
- l. **Definitions.** Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated.

- m. **Marketing and Promotion.** Tenant shall not use Customer's name, image or likeness in connection with advertising and promoting the Project or the Energy System without Customer's approval, which shall not be unreasonably withheld.
- n. **Subordination to Utility Agreements.** No portion of this Agreement is intended to conflict with any Utility Agreements to which Seller, Tenant, Customer or Customer's tenants (if any) are a party. In the case of a conflict between the terms or conditions of this Agreement and the Utility Agreements, the terms and conditions of the Utility Agreements shall control. Utility, or its successors and assigns, is a third-party beneficiary of the provision of this paragraph. Nothing in this Agreement shall prevent Utility, from fully enforcing the terms and conditions of the Utility Agreements.
- o. **Data Practices.** Tenant considers the information contained in this Agreement related to the programs, methods, techniques and processes utilized by Tenant to offer and implement the Energy System to be trade secret information of Tenant as defined in the Minnesota Government Data Practices Act Ch. 13 .37 Subd. 1 (b) GENERAL NONPUBLIC DATA. Subject to the requirements of the Minnesota Data Practices Act, in no event shall this information be shared or disclosed with any person or third party without the prior written approval of Tenant.

The Parties hereto have caused this Agreement to be duly signed in their respective names as of the Effective Date.

Tenant
iDEAL Energies Solar Leasing, LLC

By: _____
Rich Ragatz, its Vice President

Dated: _____

Customer:
Independent School District #834 - Stillwater Area Public Schools

By: _____
Dr. Michael Funk, its Superintendent

Dated: _____

SCHEDULE A
Site Plan

Plan View Drawing indicating the final location of the Energy System on the Leased Space and the point of interconnection of the Energy System with the electrical system at the Site

[The above document is provided by Seller, and is included in the Owner's Manual that is provided to Customer after Substantial Completion]

SCHEDULE B

Maintenance Services

1. Operation and Maintenance Standard of Care. Tenant will use commercially reasonable efforts to identify, respond to, and complete necessary maintenance and repairs and to operate the Energy System to operate the Energy System in accordance with the Design Documents and manufacturers' Operating Manuals (as described in the Purchase Agreement). Notwithstanding the foregoing, the Parties understand that delays may be caused by multiple reasons including without limitation, delay in the identification of operational issues, troubleshooting issues, warranty replacement, warranty procurement, force majeure, parts availability, parts delivery, crew availability, equipment defects, equipment performance, internet downtime, and similar causes.

2. Maintenance Services. The following Maintenance Services are provided by Tenant at Tenant's sole expense as described in Section 12 of this Agreement:

- A. Weekly performance monitoring via online monitoring system to validate performance of panels and inverters, energy production; benchmark performance vs. similar systems for validation
- B. Identify any defective equipment via on-line monitoring system
- C. Semi-annual site audits of the Energy System performing the following tasks
 - 1. Inspect panels, inverters, and racking for physical damage
 - 2. Clean any debris on or under the solar arrays
 - 3. Ensure labels are intact
 - 4. Check for loose hanging wires, repair as necessary
 - 5. Check electrical connections, tighten/torque as necessary
 - 6. Check for corrosion of electrical enclosures, repair as necessary
- D. Tenant will manage System Component warranty claims on behalf of Customer

3. Fees for parts replaced under manufacturer's warranty. For twelve (12) months after the Substantial Completion Date, Tenant will provide the services described in Section 12a at Tenant's sole expense. Beginning on the thirteenth (13) month, the following fees will be charged to Customer where Tenant removes and reinstalls parts that are available and replaced under the manufacturer's warranty. Inverters will be serviced as soon as possible after identification of a performance issue. After identification of performance issues, Optimizers will be replaced at least quarterly.

- 1. Panel Replacement & Recycling Services - \$150 / each
- 2. Optimizer Replacement Services - \$65 / each
- 3. Inverter Replacement Services
 - o 20 to 50 kW inverter - \$200 / each
 - o 51 to 100 kW inverter - \$400 / each

4. Payment for Services. Payment is due for any services provided by Tenant under Section 3 above net 30 days from Tenant's invoice date.

SCHEDULE C

iDEAL Energies Solar Leasing, LLC Insurance Requirements for Solar Equipment

Contact your insurance company and let them know you are installing solar equipment and need to insure it. Have them issue a Certificate of Insurance described below as required to comply your Facility Lease Agreement's requirements. If your insurance company has any questions about the equipment, the installation or the below, please have them contact **Wendy Vorasane** of iDEAL Energies at **612.928.5008**.

Please have a copy of the Certificate of Insurance emailed to wendy.vorasane@idealenergies.com.

1. List the following information in the 'Certificate Holder's' box:

iDEAL Energies Solar Leasing, LLC 8318 Pillsbury Avenue So. Bloomington, MN 55420

2. List the following (or equivalent language) in the 'Descriptions of Operations / Locations / Vehicles' box:

iDEAL Energies Solar Leasing, LLC is named as an additional insured and Loss Payee for the Energy System. Should any of the above-described policies be cancelled before the expiration date, 30 days-notice will be sent in accordance with the policy provisions.

Note:

For the purposes of insuring your Energy System, the current replacement cost of the solar equipment is estimated at \$727,400.00.

Power Purchase Agreement

378.840 kW DC JinkoJKM410M Solar Panels with 260.00 kW AC SolarEdge SE120k480V(1) & SE100k480V(1) & SE40k480V(1) Inverter(s), SolarEdge P960 Power Optimizers & Unirac, PanelClaw (or equivalent) Ballasted Racking

Customer	Independent School District #834 - Stillwater Area Public Schools
Site	11099 Brookview Road, Woodbury, Minnesota 55129
Xcel Premise #	304560689

Xcel Photovoltaic Credit Rider Tariff

This **POWER PURCHASE AGREEMENT** ("Agreement"), dated **February 3, 2023** ("Effective Date") is between **IDEAL Energies Solar Leasing, LLC**, a Minnesota limited liability company, whose principal place of business is located at **8318 Pillsbury Ave. So. Bloomington, MN 55420, MN 55419** ("Tenant"), and **Independent School District #834 - Stillwater Area Public Schools**, a **Minnesota Public School**, whose principal place of business is located at **1875 Greeley St S, Stillwater, MN 55082-6079** ("Customer"). Tenant and Customer are sometimes also referred to in this Agreement jointly as "**Parties**", or individually as a "**Party**".

RECITALS

- A. Tenant leases, operates and maintains Customer's photovoltaic solar electric system ("**Energy System**") located at the Site, as defined in that certain **Purchase Agreement** between Customer and **Ideal Energies, LLC** ("**Seller**") of even date herewith ("**Purchase Agreement**") pursuant to a Facility Lease Agreement between the Parties of even date herewith ("**Facility Lease Agreement**");
- B. Tenant desires to provide renewable electric power inclusive of all rights to its RECs to Customer, and Customer desires to purchase from Tenant all such electricity which is produced by the Energy System;
- C. Customer has or will apply for the Tariff. Contemporaneous or near the Substantial Completion Date for the Energy System, Customer will enter into Utility Agreements with Utility pursuant to which Customer will interconnect the Energy System to the Utility's grid.
- D. Customer may be eligible to participate in the Utility's Net Metering Program. Under this program, the energy generated from the Energy System is available for use and reduces the total amount of energy that needs to be purchased from the Utility. Under this program, for months where the Energy System produces more kWh than the Site consumes, the Utility will compensate Customer at the applicable rate specified in the Utility Agreements;
- E. Pursuant to the Facility Lease Agreement, for federal tax purposes, Customer and Tenant have transferred the ownership of the Energy System from Customer to Tenant, and
- F. Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated,

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, the mutual promises of the Parties hereto and for other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

1. **Contingency.** The Parties performance under this Agreement is contingent on Substantial Completion

occurring for the Project in accordance with the terms of the Purchase Agreement.

2. **Power Purchase.** Tenant shall deliver all power generated from the Energy System to Customer at the point of interconnection shown on Schedule A of the Facility Lease Agreement.
 - a. **Power Payments.** Customer will pay Tenant for all the power generated from the Energy System and delivered to the interconnection point by making the fixed monthly payments specified in **Schedule A** ("**Power Payments**").
 - b. **Payment Remittance / Sales Tax.** The Power Payments are due monthly beginning on the first day of the first month following the Substantial Completion Date and continuing each month until expiration of the Term (as defined below) of this Agreement. Power Payments do not include any sales tax. Sales tax will be added to the Power Payments based on Customer's applicable sales tax rate. Customer will remit and mail payments to Tenant, or its assignee, to the address below:

IDEAL Energies Solar Leasing, LLC
8318 Pillsbury Ave. So.
Bloomington, MN 55420
3. **Ownership of Renewable Energy Credits.** If required by the Utility Agreements, Customer will convey to the Utility all RECs generated by the Energy System for the term specified in the Utility Agreements. Subject to any required assignment to the Utility, Customer owns all RECs. For purposes of this Agreement, RECs include all attributes of an environmental or other nature that are created or otherwise arise from the Energy System, including without limitation, tags, certificates or similar projects or rights associated with solar energy as a "green" or "renewable" electric generation resource. RECs shall also include any other environmental attribute intended to be transferred to the Utility under the Utility Agreements.
4. **Term.** The term of this Agreement shall begin on the Substantial Completion Date and shall terminate on the **20th** anniversary thereafter ("**Term**").

5. **Late Charge / Costs of Collection.** In the event Customer fails to make any Power Payment when due, Customer agrees that Tenant may charge interest at the rate provided in Minnesota Statutes 549.09, subd. 1(c)(1)(i) on a monthly basis on the amount of any Power Payment remaining unpaid more than ten (10) days from the due date until paid in full. In addition, Customer agrees to pay Tenant's attorney's fees and costs of collection, including expert witness fees, whether a lawsuit is commenced or not commenced, and Customer's liability for attorneys' fees and costs of collection, including expert witness fees, extending to any appeals.

6. **Grant of Security Interest.** To secure the payment and performance of all of Customer's liabilities, obligations and covenants under this Agreement or the Facility Lease Agreement, Customer hereby grants to Tenant a continuing security interest in all RECs, in the Energy System, together with all attachments, accessories or replacement parts placed upon the Energy System, and in all proceeds of each of the foregoing. Upon the request of Tenant, Customer shall promptly obtain a subordination agreement in favor of Tenant from any third-party lienholder who may have a lien or security interest in any of the foregoing. Tenant's security interest and other rights under this Section 6 shall be extinguished upon the later of termination of this Agreement and the Facility Lease Agreement and performance of all of Customer's obligations hereunder and thereunder, and Tenant shall execute and file any evidence of such extinguishment reasonably requested by Customer.
7. **Insurance.** Customer shall keep the Energy System insured against loss by fire, theft, hail and wind and such other hazards as required by the Facility Lease Agreement. The loss, injury or destruction of the Energy System shall not release Customer from making all Power Payments.
8. **Events of Default.** Each of the following shall constitute an event of default ("**Event of Default**"):
- Customer shall fail to make any payment to Tenant when due hereunder, Tenant has notified Customer of such failure, and the failure has continued without cure by Customer or written waiver by Tenant for a period of thirty (30) days after the notice of failure;
 - Customer shall breach in any material respect any representation, warranty or covenant contained in any Transaction Documents (as defined in the Purchase Agreement), Tenant has notified Customer of the breach, and the breach has continued without cure by Customer or written waiver by Tenant for a period of thirty (30) days after the notice of breach;
 - Customer shall cease to do business, become insolvent, make an assignment for the benefit of creditors or file any petition under bankruptcy, reorganization, insolvency or moratorium law, or any other law for the relief of debtors;
 - Any involuntary petition shall be filed under any bankruptcy statute against Customer or any receiver, trustee, or similar official shall be appointed to take possession of the properties of Customer unless such petition or appointment ceases to be in effect within thirty (30) days of such filing or appointment;
 - The Customer fails to comply with any of its obligations under any of Customer's agreements with the Utility; or
 - The Customer's failure or refusal to repair and recommission an Energy System following a casualty loss.
9. **Remedies.**
- If an Event of Default occurs, Tenant may, at its option, exercise any one or more of the following remedies:
 - Declare all amounts due or to become due under this Agreement immediately due and payable;
 - Recover any additional damages and expenses sustained by Tenant by reason of the Event of Default;
 - Enforce the security interest granted hereunder, in which event Customer agrees to make the Energy System available to Tenant at a place or places acceptable to Tenant and Tenant shall have the right to take possession of the Energy System without legal process for which purpose Tenant may enter any premises where the Energy System may be found without legal process and without breaching the peace, provided that in such case the fair market value of the Energy System shall offset any amounts due under this Agreement;
 - Retain all payments made by Customer as liquidated damages for the non-performance of this Agreement, for use of the Energy System and for depreciation thereof;
 - Exercise any other remedies available under law, including those under Article 9 of the UCC.
- b. In the event the Energy System is sold, foreclosed on, or repossessed in the manner provided herein or by law and the fair market value of the Energy System as determined by a qualified independent third-party appraiser is not sufficient to pay the amount due under this Agreement, Customer agrees to pay immediately to Tenant such deficiency. In the event the Energy System is sold, foreclosed on, or repossessed in the manner provided herein or by law and the fair market value of the Energy System exceeds the amount that Customer is required to pay Tenant under this Agreement, Tenant agrees to pay immediately to Customer such excess.
- c. The remedies provided herein shall be cumulative and may be exercised singularly, concurrently or successively with and in addition to all other remedies in law or equity. If either Party fails to perform any of its obligations under this Agreement, the other Party may (but need not) at any time thereafter perform such obligation, and the expenses incurred in connection therewith shall be payable in full by the nonperforming Party upon demand. In addition, the nonperforming Party agrees to pay the other Party's reasonable attorney's fees and costs of collection in pursuing any remedies.
10. **Annual Energy Production Not Guaranteed.** **THE PARTIES UNDERSTAND AND AGREE THE ANNUAL ENERGY PRODUCTION FROM THE ENERGY SYSTEM MAY VARY FROM ANNUAL PROJECTIONS FOR REASONS BEYOND THE PARTIES CONTROL INCLUDING WITHOUT LIMITATION SEASON WEATHER VARIATIONS, ROUTINE AND NON-ROUTINE MAINTENANCE CAUSING DOWNTIME, EQUIPMENT PERFORMANCE, PROCESSING ANY EQUIPMENT WARRANTIES FOR MALFUNCTIONING EQUIPMENT, FORCED MAJEURE, ETC. THE PARTIES UNDERSTAND THAT THE UTILITY BILL CREDITS, [INCENTIVES/RECS], NET METERING CREDITS, AND UTILITY BILL SAVINGS THAT ARE RECOGNIZED BY THE PROJECT WILL VARY WITH UTILITY RATES, THE ENERGY SYSTEM'S ENERGY PRODUCTION, ACTUAL SITE ENERGY DEMAND OR CONSUMPTION PROFILES, OR SIMILAR, AND THAT THE ACTUAL AMOUNTS RECOGNIZED OR RECEIVED BY THE PARTIES WILL VARY ACCORDINGLY. TENANT DISCLAIMS ALL WARRANTIES, EXPRESS OR**

IMPLIED, THAT PRODUCTION WILL MATCH PROJECTIONS, AND CUSTOMER AND TENANT ASSUME THE VARIABILITY OF POTENTIAL OUTCOMES AT THEIR SOLE RISK.

11. **Utility Bill & Net Metering Credits.** The Utility Bill Credits and Net Metering Program (as described in the Purchase Agreement), are owned by, and for the exclusive use of Customer or their tenant. In the event the actual Utility Bill Credits or Net Metering Credits received are greater or less than the expected, there will be no adjustment to the terms of this Agreement, and each Party waives its right to recover any surplus or deficiency from the other Party.
12. **Customer's Maximum Payment Obligation.** Customer's maximum power payment obligation to Tenant under this Agreement is the sum of all the Power Payments listed in Schedule A.
13. **Power Payment Production Adjustment.** Except where the reimbursement due under this Section is caused by Customer's breach of this Agreement, or the Energy System being non-operational during Energy System replacement or periods of Customer's Maintenance performed in accordance with Sections 12(b) or 13 of the Facility Lease Agreement, if the Energy System does not produce at least a cumulative average 900 kWh per KW DC of nameplate capacity in any twelve month period on a calendar year basis, Tenant will reimburse Customer within sixty (60) days after the then end of that calendar year as follows:
- Total payments made over a calendar year * (1 - (actual kWh/kWDC / 900 kWh/kWDC)).
 - For example, an Energy System produces 850 kWh/kWDC nameplate capacity and power payments totaling \$1,000.00 are paid during a calendar year. A \$55.55 cash reimbursement will be paid to Customer that is calculated as follows: $\$1,000.00 * (1 - 850/900) = \55.55 .
14. **Miscellaneous.**
- Relationship of the Parties.** The Parties shall for all purposes be considered independent contractors with respect to each other, and neither shall be considered an employee, employer, agent, principal, partner or joint venturer of the other.
 - Entire Agreement.** This Agreement and all schedules, exhibits and attachments hereto, together with any agreement reference herein, constitute the entire agreement and understanding of the Parties relative to the subject matter hereof. The Parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement replaces and supersedes any and all prior oral or written agreements, representations and discussions relating to such subject matter.
 - Survival of Representations.** All representations, warranties, covenants and agreements of the Parties contained in this Agreement, or in any instrument, certificate, exhibit or other writing provided for in it, shall survive the execution of this Agreement and the consummation of the transactions contemplated herein.
 - Amendment.** This Agreement may be amended or modified only by a writing executed by the Parties to
- this Agreement. No custom or practice of the Parties at variance with the terms hereof shall have any effect.
- Notices.** All notices to be given under this Agreement shall be in writing and shall be effectively given upon personal delivery, facsimile or email transmission (with confirmation of receipt), delivery by overnight delivery service or three days following deposit in the United States Mail (certified or registered mail, postage prepaid, return receipt requested).
 - No Delay.** No delay or failure on the part of any Party hereto to exercise any right, power or privilege hereunder shall operate as a waiver thereof.
 - Force Majeure.** Neither Party will be liable to the other Party for any delay, error, failure in performance or interruption of performance resulting from causes beyond its reasonable control, including without limitation fires, flood, accidents, explosions, sabotage, strikes or other labor disturbances, civil commotion, riots, invasions, wars, acts of God, acts of government, terrorism, delayed governmental process, international tariffs, inability to timely obtain a permit, inability to timely receive interconnection approval or response from Utility, inability to obtain sufficient qualified labor, or any cause (whether similar or dissimilar to the foregoing) beyond the reasonable control of the Party.
 - Governing Law / Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota without regard to its conflict of laws principals. Any lawsuit brought in connection with this Agreement shall be brought only in a court of general jurisdiction in Hennepin County, Minnesota.
 - Severability.** The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.
 - Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement, nor any portion thereof, without the prior written consent of the other Party. Any other attempted assignment or transfer without prior written consent of the other Party shall be of no force or effect. As to any permitted assignment: (i) reasonable prior notice of any such assignment shall be given to the other Party; and (ii) any assignee shall expressly assume the assignor's obligations hereunder, unless otherwise agreed to by the other Party in writing. Notwithstanding the foregoing, as may be required for Tenant to avoid being classified as a Public Utility under Minnesota Statutes Chapter 216B.02, Subd. 4., or to leverage tax benefits as tax owner or to obtain financing, Tenant may, at its sole discretion, assign all or part of its rights under this Agreement to a controlled affiliate of Seller or Tenant, or assign this Agreement in connection with any sale or pledge of any or all of its assets to a third party or bank.
 - UCC Terms.** All terms in this Agreement that are defined in the Minnesota Uniform Commercial Code, as amended from time to time ("UCC") shall have the meanings set forth in the UCC and such meanings will automatically change at the time that any amendment to the UCC, which changes such meanings, becomes effective.

- l. **Definitions.** Any capitalized term not defined herein shall have the meaning given to it in the Purchase Agreement, unless otherwise stated.
- m. **Marketing and Promotion.** Tenant shall not use Customer's name, image or likeness in connection with advertising and promoting the Project or the Energy System without Customer's approval, which shall not be unreasonably withheld.
- n. **Subordination to Utility Agreements.** No portion of this Agreement is intended to conflict with any Utility Agreements to which Seller, Tenant, Customer or Customer's tenant (if any) are a party. In the case of a conflict between the terms or conditions of this Agreement and the Utility Agreements, the terms and conditions of the Utility Agreements shall control. Utility, or its successors and assigns, is a third-party beneficiary of the provision of this paragraph. Nothing in this Agreement shall prevent Utility, from fully enforcing the terms and conditions of the Utility Agreements.

- o. **Data Practices.** Tenant considers the information contained in this Agreement related to the programs, methods, techniques and processes utilized by Tenant to offer and implement the Energy System to be trade secret information of Tenant as defined in the Minnesota Government Data Practices Act Ch. 13 .37 Subd. 1 (b) GENERAL NONPUBLIC DATA. Subject to the requirements of the Minnesota Government Data Practices Act, in no event shall this information be shared or disclosed with any person or third party without the prior written approval of Tenant.

The Parties hereto have caused this Agreement to be duly signed in their respective names as of the Effective Date.

Tenant
iDEAL Energies Solar Leasing, LLC

By: _____
Rich Ragatz, its Vice President

Dated: _____

Customer:
Independent School District #834 - Stillwater Area Public Schools

By: _____
Dr. Michael Funk, its Superintendent

Dated: _____

SCHEDULE A**Power Purchase Payment Schedule**

378.840 kW DC JinkoJKM410M Solar Panels with
 260.00 kW AC SolarEdge SE120k480V(1) & SE100k480V(1) & SE40k480V(1) Inverter(s)(s), SolarEdge P960 Power
 Optimizers &
 Unirac, PanelClaw (or equivalent) Ballasted Racking

Xcel Photovoltaic Credit Rider Tariff

iDEAL Energies Solar Leasing, LLC		
Year	(Power Purchase Expense)	
	(\$/year)	(\$/month)
1	\$ 46,622.16	\$ 3,885.18
2	\$ 48,012.72	\$ 4,001.06
3	\$ 49,444.68	\$ 4,120.39
4	\$ 50,919.36	\$ 4,243.28
5	\$ 52,438.08	\$ 4,369.84
6	\$ 54,002.04	\$ 4,500.17
7	\$ 55,612.56	\$ 4,634.38
8	\$ 57,271.20	\$ 4,772.60
9	\$ 58,979.40	\$ 4,914.95
10	\$ 60,738.48	\$ 5,061.54
11	\$ 62,550.00	\$ 5,212.50
12	\$ 64,415.52	\$ 5,367.96
13	\$ 66,336.72	\$ 5,528.06
14	\$ 68,315.16	\$ 5,692.93
15	\$ 70,352.52	\$ 5,862.71
16	\$ 72,450.72	\$ 6,037.56
17	\$ 74,611.44	\$ 6,217.62
18	\$ 76,836.72	\$ 6,403.06
19	\$ 79,128.36	\$ 6,594.03
20	\$ 81,488.40	\$ 6,790.70
21	\$	\$
22	\$	\$
23	\$	\$
24	\$	\$
25	\$	\$
Total	\$ 1,250,526.24	

ONE YEAR ONLY RETIREE TEACHER RELEASES

Corman, Val	One year only	.40 FTE Intervention Teacher Rutherford Elementary	SCEA	June 8, 2023
Fisher, Kim	One year only	.40 FTE Speech Pathologist Afton-Lakeland Elementary & ECSE	SCEA	June 8, 2023
Traxler, Susan	One year only	1.0 FTE LTS Elementary Education Teacher Stionebridge Elementary	SCEA	June 8, 2023

(New Hires, Resignations, Retirements, Terminations, Leave Requests)

RETIREMENT/RESIGNATION/RELEASE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Adams, Avery	Resignation	Community Ed Aide, 3.0 hours/week Rutherford Elementary	Community Ed Leads & Assistants	January 25, 2023
Breitbarth, Kristen	Resignation	Cafeteria Employee, 4.0 hours/day Brookview Elementary	Cafeteria	February 16, 2023
Kraftson, Torry	Resignation	Assistant Track Coach Oak-Land Middle School	Co-Curricular	March 8, 2023
Laning, Madison	Resignation	1.0 FTE English Teacher Oak-Land Middle School	SCEA	June 8, 2023
Martell, Rachel	Resignation	Assistant Girls LaCrosse Coach Stillwater Area High School	Co-Curricular	February 22, 2023
McGlauffin, Polly	Resignation	Preschool Assistant, 20 hours/week Afton-Lakeland Elementary	Community Ed Leads & Assistants	March 2, 2023
Schilling, Andrea	Resignation	Paraprofessional, 6.0 hours/day Stillwater Middle School	SCPA	March 11, 2023
Smrekar, Robin	Resignation	Cafeteria Employee, 4.0 hours/day Mahtomedi High School	Cafeteria	March 17, 2023
Stangel, Emily	Resignation	1.0 FTE PE / DAPE Teacher Oak-Land Middle School	SCEA	June 8, 2023
Watson, Madison	Resignation	Preschool Assistant, 6.0 hours/day Early Childhood Family Center	Community Ed Leads & Assistants	February 17, 2023
Ziegler, Andrew	Resignation	Assistant Baseball Coach Oak-Land Middle School	Co-Curricular	March 15, 2023

HIRES/REHIRES

NAME	ASSIGNMENT	SALARY PLACEMENT/ HOURLY RATE	REASON	GROUP	EFFECTIVE DATE
Alfaro, Karen	Community Ed Assistant, 3 hours/week Lake Elmo Elementary	17.08 / hour	2022-2023 Staffing	Community Ed Leads & Assistants	February 28, 2023
Althoff, Daniel	Custodian IVB, 8.0 hours/day Early Childhood Family Center	\$24.81 / hour	Replacement	Custodial	April 3, 2023
Bove, Lisa	Cafeteria Employee, 4.0 hours/day Brookview Elementary	\$17.10 / hour	2022-2023 Staffing	Cafeteria	March 27, 2023
Fields-Kruse, Heather	ABE Teacher, 58.21 hours Early Childhood Family Center	\$55.74 / hour	2022-2023 Staffing	SCEA	March 28, 2023
Fritsche, Craig	Summer Grounds Crew, 8 hours/day District Wide	\$14.50 / hour	2022-2023 Staffing	Custodial	April 1, 2023 - September 30, 2023
Gonzalez, Ingrid	Cafeteria Employee, 4 hours/day Stillwater Area High School	\$17.41 / hour	2022-2023 Staffing	Cafeteria	March 6, 2023
Graf, Robert	Executive Director of Human Resources Central Services	\$171,103	Replacement	Directors	March 13, 2023
Luna, Michael	Custodian VI, 8.0 hours/day District Wide	\$18.89 / hour	Replacement	Custodial	March 13, 2023
Poppovich, Jasmine	Assistant Girls LaCrosse Coach Stillwater Area High School	\$3,553	Replacement	Co-Curricular	April 2, 2023
Sortedahl, John	Summer Grounds Crew, 8 hours/day District Wide	\$14.50 / hour	2022-2023 Staffing	Custodial	April 1, 2023 - September 30, 2023
Tesfaye, Meseret	Health Care Specialist, 6.5 hours / 2.5 days week District Wide	\$40.14 / hour	2022-2023 Staffing	CSS	February 21, 2023 - June 8, 2023
Zidar, Jennifer	Assistant Softball Coach Stillwater Area High School	\$3,740	Replacement	Co-Curricular	March 6, 2023
Ziemer, Diane	Cafeteria Employee, 4.0 hours/day Stillwater Area High School	\$17.41 / hour	2022-2023 Staffing	Cafeteria	March 27, 2023

LEAVES OF ABSENCE

NAME	STATUS	ASSIGNMENT	GROUP	EFFECTIVE DATE
Connors, Elizabeth	Approved	Paraprofessional, 7.0 hours /day Rutherford Elementary	SCPA	March 6, 2023 - April 14, 2023
Walls, Jennifer	Approve	1.0 FTE English Teacher Stillwater Middle School	SCEA	2023 - 2024 School Year

ASSIGNMENT CHANGES

NAME	FROM	TO	REASON	GROUP	EFFECTIVE DATE
Caudill, Bethany	1.0 FTE Special Education Teacher Andersen Elementary	1.0 FTE Special Education Teacher Oak Park / Non Public Schools	2022-2023 Staffing	SCEA	February 20, 2023
Echeverria, Dana	Custodian VI, 8.0 hours./day Lily Lake Elementary	Cafeteria Employee, 3.5 hours/day Lake Elmo Elementary	2022-2023 Staffing	Cafeteria	March 13, 2023
Ellefson, Bryce	1.0 FTE Science Teacher Stillwater Area High School	1.2 FTE Science Teacher Stillwater Area High School	2022-2023 Staffing	SCEA	February 13, 2023 - March 27, 2023
Filipiak, Sidney	Community Ed Aide, 10 hours/week Rutherford Elementary	Community Ed Assistant, 10 hours/week Rutherford Elementary	2022-2023 Staffing	Community Ed Leads & Assistants	March 9, 2023
Jacobs-Andresen, Kristen	ABE Teacher, 721.31 hours Early Childhood Family Center	ABE Teacher, 906.96 hours Early Childhood Family Center	2022-2023 Staffing	SCEA	February 28, 2023
Keister, Carissa	Director of Communications Central Services	Chief of Staff/Ex. Dir. of Strategic Communications Central Services	2022-2023 Staffing	Directors	March 24, 2023
Majeski, Tara	Health Paraprofessional, 6.5 hours/day Afton-Lakeland Elementary	Health Care Specialist, 6.5 hours/day Afton-Lakeland Elementary	2022-2023 Staffing	CSS	February 16, 2023
Mazzara, Adam	Technician - Enrollment Processor, 8.0 hours/day Central Services	Coordinator - Transportation, 8.0 hours/day Central Services	2022-2023 Staffing	CSS	April 3, 2023
Wasko, Kathryn	Paraprofessional, 6.0 hours/day Brookview Elementary	Paraprofessional, 6.5 hours/day Brookview Elementary	2022-2023 Staffing	SPCA	March 13, 2023

ADDITIONAL ASSIGNMENTS

NAME	Position	Reason	Group	EFFECTIVE DATE
Echeverria, Dana	Community Ed Assistant, 9.75 hours/week Lake Elmo Elementary	2022-2023 Staffing	Community Ed Leads & Assistants	March 13, 2023
Milbauer, Wendy	Preschool Assistant, 5.0 hours/week Rutherford Elementary	2022-2023 Staffing	Community Ed Leads & Assistants	March 10, 2023
Toft, Jacob	Baseball Coach Oak-Land Middle School	Replacement	Co-Curricular	March 10, 2023



Fiscal Year 2022-2023 Budget Revision

**Presented to the School Board
Marie Schrul
Executive Director of Finance
March 28, 2023**

Purpose

To present the Fiscal Year 2022-23 budget revision to the School Board for approval

FY23 Budget Revision (All Funds - Revenue Changes)

Fund	Adopted Budget 2022-23	Revision	Revised Budget 2022-23
General	\$125,950,000	\$2,120,796	\$128,070,796
Food Service	4,806,085	664,296	5,470,381
Community Service	7,231,778	1,161,713	8,393,491
Building Construction	2,000	48,000	50,000
Debt Service	9,704,495	-7,000	9,697,495
Custodial	10,000	0	10,000
Total Revenue	\$147,704,358	\$3,987,805	\$151,692,163

FY23 Budget Revision (Revenue Changes)

Adjustments:	Amount
General Fund: <ul style="list-style-type: none"> ● State aid & property tax levy (adjusted to reflect current projections) ● Gifts, Interest earnings & other ● Federal aid (COVID-19 funding: ESSER II & ARP, federal entitlements) Total:	<p style="text-align: right;">-\$794,141</p> <p style="text-align: right;">840,363</p> <p style="text-align: right;"><u>2,074,574</u></p> <p style="text-align: right;">\$2,120,796</p>
Food Service Fund: <ul style="list-style-type: none"> ● Federal aid (school breakfast, lunch, special assistance & summer programs) ● State aid & other (interest earnings) ● Sales Total:	<p style="text-align: right;">\$536,100</p> <p style="text-align: right;">-9,254</p> <p style="text-align: right;"><u>137,450</u></p> <p style="text-align: right;">\$664,296</p>

FY23 Budget Revision (Revenue Changes)

Adjustments:	Amount
Community Service Fund: <ul style="list-style-type: none"> ● Fees, tuition & local (increased participation) ● State aid & other ● Federal aid (mainly due to funding from financial hardship grants) Total:	<p style="text-align: right;">\$561,335</p> <p style="text-align: right;">-29,549</p> <p style="text-align: right;"><u>629,927</u></p> <p style="text-align: right;">\$1,161,713</p>
Building Construction Fund: <ul style="list-style-type: none"> ● Interest earnings Debt Service Fund: <ul style="list-style-type: none"> ● Interest earnings & other State revenue 	<p style="text-align: right;">\$48,000</p> <p style="text-align: right;">-\$7,000</p>

FY23 Budget Revision

(All Funds - Expenditure Changes)

Fund	Adopted Budget 2022-2023	Revision	Revised Budget 2022-23
General	\$123,528,417	\$10,308,388	\$133,836,805
Food Service	4,864,842	1,100,076	5,964,918
Community Service	7,372,606	820,215	8,192,821
Building Construction	1,800,000	-29,551	1,770,449
Debt Service	9,691,675	164,395	9,856,070
Custodial	10,000	0	10,000
Total Expenditures	\$147,267,540	\$12,363,523	\$159,631,063

FY23 Budget Revision (Expenditure Changes)

Adjustments:	Amount
General Fund:	
<ul style="list-style-type: none"> Salaries & benefits (staff funded with federal: ESSER II, ARP & entitlements; Other Post Employment Benefits & other adjustments) 	\$3,997,779
<ul style="list-style-type: none"> Debt Service & other (payments for certificates of participation funded by lease levy, dues) 	<u>544,600</u>
Total FY23 adjustments before fund balance adjustments:	<u>\$4,542,379</u>
<ul style="list-style-type: none"> Use of FY22 Restricted Safe Schools fund balance for equipment & supplies 	\$259,243
<ul style="list-style-type: none"> Use of FY22 Restricted Medical Assistance fund balance for other staffing costs 	308,140
<ul style="list-style-type: none"> Use of FY22 Restricted Long-term facility maintenance fund balance for planned projects (levy adjustment impacting current year) 	4,084,022
<ul style="list-style-type: none"> Use of FY22 Restricted Operating Capital fund balance for capital projects, equipment 	<u>1,114,604</u>
Total FY22 fund balance adjustments (uses):	<u>\$5,766,009</u>
Total FY23 General Fund adjustments:	\$10,308,388

FY23 Budget Revision (Expenditure Changes)

Adjustments:	Amount
Food Service Fund: <ul style="list-style-type: none"> ● Salaries & benefits (adjustments to support staffing needs for programs) ● Purchased services (fees, food recycling, repair & maintenance) ● Food, commodities, milk & supplies ● Equipment & other (replaced or updated at multiple district locations) Total:	<p style="text-align: right;">\$286,518</p> <p style="text-align: right;">124,143</p> <p style="text-align: right;">164,615</p> <p style="text-align: right;"><u>524,800</u></p> <p style="text-align: right;">\$1,100,076</p>
Community Service Fund: <ul style="list-style-type: none"> ● Salaries & benefits (adjustments to support staffing needs for programs & services) ● Supplies, equipment & other ● Purchased services (youth/adult enrichment classes, printing, School Readiness subs) Total:	<p style="text-align: right;">\$664,701</p> <p style="text-align: right;">30,892</p> <p style="text-align: right;"><u>124,622</u></p> <p style="text-align: right;">\$820,215</p>

FY23 Budget Revision

Recommendation:

To approve the Fiscal Year 2022-23 budget revision as presented



Questions?



Agenda Item: XI.B.
Date Prepared: March 17, 2023
ISD 834 Board Meeting

Agenda Item: Stonebridge Elementary Renovations - 2023
Meeting Date: March 28, 2023
Contact Person: Mark Drommerhausen, Director of Operations

Background: The Stonebridge Elementary project will renovate four classrooms on the east and west sides of the school's Media Center and two large restroom areas. The renovation will upgrade a majority of the original 1971 furnishings.

The classrooms area will replace operable walls, chalkboards, case work, sinks, ceilings, flooring and lights. It will also provide domestic hot water to the eight classrooms. Both restroom areas serving these classrooms will be reconfigured to provide an ADA restroom. This reconfiguration will replace toilets, hand washing sinks, ceramic flooring, plumbing lines and ceramic wall tile.

These projects are part of the FY 2023/24 Long-Term Facilities Maintenance program. Construction costs were estimated to total \$1,665,000. Kraus-Anderson Construction Company worked with Stillwater Area Public Schools to solicit bids for the Stonebridge Elementary Renovation - 2023 project. Bids were opened on March 7, 2023. To obtain the lowest construction cost for the project, Kraus-Anderson Construction Company broke the project down into 10 separate work scopes. Their role during the renovation will be coordinating each work scope during the construction project. Stillwater Area Public Schools will enter into a separate contract with the lowest responsible bidder for each work scope.

The following is a description of the work scope and amount for each lowest responsible bidder:

Work Scope	Lowest Responsible Bidder and Amount
Work Scope 03-A: Concrete	5 bids were received. The lowest responsible bidder is Ebert Inc. dba Ebert of Loretto, MN for a bid total of \$28,800.00
Work Scope 06-A: Carpentry	4 bids were received. The lowest responsible bidder Meisinger Construction Company, Inc. of South St. Paul, MN for a bid total of \$334,900.00
Work Scope 08-F: Glass and Glazing	2 bids were received. The lowest responsible bidder is Capital City Glass of Blaine, MN for a bid total of \$43,520.00
Work Scope 09-A: Drywall	5 bids were received. The lowest responsible bidder is Custom Drywall, Inc. of St. Paul, MN for a bid total of 106,000.00
Work Scope 09-B: Tile	5 bids were received. The lowest responsible bidder is Commercial Flooring Services, LLC of Eagan, MN for a bid total of 55,519.00
Work Scope 09-C: Ceilings and Acoustical Treatment	5 bids were received. The lowest responsible bidder is Twin City Acoustics, Inc. of New Hope, MN for a bid total of \$32,400.00. A lower bid was received by Sonus Interiors but they requested to be dropped after realizing their bid did not include the allowance.



Work Scope 09-D: Flooring	6 bids were received. The lowest Responsible bidder is M.C.I. Inc. dba Multiple Concepts Interiors of Waite Park, MN for a bid total of \$49,956.00
Work Scope 09-K: Painting and Wall Covering	9 bids were received. The lowest responsible bidder is Painting by Nakasone Inc. of St. Paul, MN for a bid total of \$24,842.00
Work Scope 23-B: Combined Mechanical	3 bids were received. The lowest responsible bidder is Northland Mechanical, Inc. of New Hope, MN for a bid total of \$389,500.00
Work Scope 26-A: Electrical	4 bids were received. The lowest responsible bidder is O'Neill Electric Inc. of Stillwater, MN for a bid total of \$183,310.69

The total amount for the 10 work scopes is \$1,248,747.69. Each lowest responsible bidder has been identified per work scope. Additional costs may be incurred during the project to resolve issues not identified in the construction documents. Kraus-Anderson Construction Company recommends entering into a contract with each lowest responsible bidder identified above. Administration requests approval to award the bids to the respective bidders.

Project Name: Stonebridge Elementary Renovations - 2023

Location(s): Stonebridge Elementary

Funding: Long-Term Facilities Maintenance, \$1,248,747.69

Item: Work Scopes: 03-A, Concrete; 06-A, Carpentry; 08-K, Interior Glass and Glazing; 09-A, Drywall; 09-B, Tile; 09-C, Ceiling & Acoustical Treatment; 09-D, Flooring; 09-K, Wall Covering and Painting; 23-B Combined Mechanical; 26-A Electrical

Amount: Total project cost \$1,248,747.69

Recommendation:

A motion and a second to approve the consent agenda will be requested.

Motion by: _____ **Seconded by:** _____ **Vote:** _____

EXPENDITURE APPROVAL FORM

Fiscal Year 2022-2023

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$100,000.

REQUESTED BY: Mark Drommerhausen, Director of Operations

DATE: March 28, 2023

DESCRIPTION OF REQUEST

Stonebridge Elementary Renovation-2023

The Stonebridge Elementary project will renovate four classrooms on the east and west sides of the school's Media Center and two large restroom areas. The renovation will upgrade a majority of the original 1971 furnishings.

The classrooms area will replace operable walls, chalkboards, case work, sinks, ceilings, flooring and lights. It will also provide domestic hot water to the eight classrooms. Both restroom areas serving these classrooms will be reconfigured to provide an ADA restroom. This reconfiguration will replace toilets, hand washing sinks, ceramic flooring, plumbing lines and ceramic wall tile.

These projects are part of the FY 2023/24 Long-Term Facilities Maintenance program. Construction costs were estimated to total \$1,665,000. Kraus-Anderson Construction Company worked with Stillwater Area Public Schools to solicit bids for the Stonebridge Elementary Renovation - 2023 project. Bids were opened on March 7, 2023. To obtain the lowest construction cost for the project, Kraus-Anderson Construction Company broke the project down into 10 separate work scopes. Their role during the renovation will be coordinating each work scope during the construction project. Stillwater Area Public Schools will enter into a separate contract with the lowest responsible bidder for each work scope.

The following is a description of the work scope and amount for each lowest responsible bidder:

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Work Scope 08-F: Glass and Glazing	2 bids were received. The lowest responsible bidder is Capital City Glass of Blaine, MN for a bid total of \$43,520.00
Work Scope 09-A: Drywall	5 bids were received. The lowest responsible bidder is Custom Drywall, Inc. of St. Paul, MN for a bid total of 106,000.00
Work Scope 09-B: Tile	5 bids were received. The lowest responsible bidder is Commercial Flooring Services, LLC of Eagan, MN for a bid total of 55,519.00
Work Scope 09-C: Ceilings and Acoustical Treatment	5 bids were received. The lowest responsible bidder is Twin City Acoustics, Inc. of New Hope, MN for a bid total of \$32,400.00. A lower bid was received by Sonus Interiors but they requested to be dropped after realizing their bid did not include the allowance.
Work Scope 09-D: Flooring	6 bids were received. The lowest Responsible bidder is M.C.I. Inc. dba Multiple Concepts Interiors of Waite Park, MN for a bid total of \$49,956.00
Work Scope 09-K: Painting and Wall Covering	9 bids were received. The lowest responsible bidder is Painting by Nakasone Inc. of St. Paul, MN for a bid total of \$24,842.00
Work Scope 23-B: Combined Mechanical	3 bids were received. The lowest responsible bidder is Northland Mechanical, Inc. of New Hope, MN for a bid total of \$389,500.00
Work Scope 26-A: Electrical	4 bids were received. The lowest responsible bidder is O'Neill Electric Inc. of Stillwater, MN for a bid total of \$183,310.69

FINANCIAL IMPACT

Budget(s) Impacted: \$1,248,747.69 Long-Term Facility Maintenance Budget. Additional costs may be incurred to remedy issues not identified in the construction bidding documents.

Is This a One-Time Expenditure?

Yes, once implemented there will be no ongoing costs

No, it will need to be funded indefinitely

No, it will need to be funded for Fiscal Years 2022-?

Is there an off-setting revenue source(s)?

Yes List Source(s): Long-Term Facilities Maintenance and Operating Capital Facility

No

PROGRESS MONITORING:

Work to be completed summer of 2023



March 8, 2023

Mr. Tony Willger
Stillwater Area Public Schools, ISD#834
1875 Greeley Street South
Stillwater, MN 55082

**RE: Stonebridge Elementary School 2023 – LTFM Improvements
Contract Award Recommendation**

Dear Mr. Willger

This letter is concerning our recommendations for contract awards for the Stonebridge Elementary School – 2023 LTFM Improvements project that was bid on March 7, 2023. Kraus-Anderson has verified bidders and we submit the following lowest responsible bidders and their bid amount.

Work Scope	Contractor, City, State	Bid Amount
WS 03-A Concrete	Ebert, Inc. dba Ebert Loretto, MN	Base Bid \$28,800.00
WS 06-A Carpentry	Meisinger Construction Company, Inc. South St. Paul, MN	Base Bid \$334,900.00
WS 08-F Glass and Glazing	Capital City Glass Blaine, MN	Base Bid \$43,520.00
WS 09-A Drywall	Custom Drywall, Inc. St. Paul, MN	Base Bid \$106,000.00
WS 09-B Tile	Commercial Flooring Services, LLC Eagan, MN	Base Bid \$55,519.00
WS 09-C Ceilings and Acoustical	Twin City Acoustics, Inc. New Hope, MN	Base Bid \$32,400.00

WS 09-D	Flooring	M.C.I Inc. dba Multiple Concepts Interiors Waite Park, MN	Base Bid	\$49,956.00
WS 09-K	Painting	Painting by Nakasone, Inc. St. Paul, MN	Base Bid	\$24,842.00
WS 23-B	Combined Mechanical	Northland Mechanical Contractors, Inc. New Hope, MN	Base Bid	\$389,500.00
WS 26-A	Electrical	O'Neill Electric, Inc. Stillwater, MN	Base Bid	\$183,310.69
			Total Base Bid	\$1,248,747.69

If you have any questions regarding this information, please do not hesitate to contact me at 612-817-4518

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY

Gary Zifko
Project Manager



SONUS

INTERIORS

6325 Sandburg Road Suite 800 • Golden Valley, MN 55427-3658 • Tel: 763.557.0720

Hi Esteban,

We will be dropping our bid as the \$5,000 allowance was missed.

Thanks for your time,

Sarah Earhart
Project Manager



Agenda Item: XXXX
Date Prepared: March 21, 2023
ISD 834 Board Meeting

Agenda Item: 2023 Multi-Site LTFM Improvements
 Meeting Date: March 28, 2023
 Contact Person: Mark Drommerhausen, Director of Operations

The District Wide 2023 Multi-Site Project will include work at the following locations:

- Afton-Lakeland Elementary** – Replace sinks, toilet fixtures, water lines and provide ADA access within 2 large restroom areas. Replace ceiling, lights and operable walls in Media Center
- ECFC**- Replace entryway flooring
- Lily Lake Elementary** – Replace exterior doors, upgrade two Kindergarten room casework, plumbing and flooring and provide ADA access for staff and students within two large restroom areas.
- Oakland Middle School** – Provide ADA restroom near cafeteria and repair exterior walls at two locations
- Rutherford Elementary**- Replace exterior sealant on gym walls.
- Stillwater Middle School** – Replace sound panels, ceilings and light fixtures in music rooms.
- Stillwater Area High School** – Replace ceilings and light fixtures for the second floor hallways.

These projects are part of the FY22 and FY23 Long-Term Facilities Maintenance program. Construction costs were estimated to total \$2,850,000. Kraus-Anderson Construction Company worked with Stillwater Area Public Schools to solicit bids for the Stillwater Middle School project. Bids were opened on March 15, 2023. To obtain the lowest construction cost for the project, Kraus-Anderson Construction Company broke the project down into 10 separate work scopes. Their role during the renovation will be coordinating each work scope during the construction project. Stillwater Area Public Schools will enter into a separate contract with the lowest responsible bidder for each work scope.

The following is a description of the work scope and amount for each lowest responsible bidder:

Work Scope	Lowest Responsible Bidder and Amount
Work Scope 03-A: Concrete and Masonry	2 bids were received; The lowest responsible bidder is George Siegfried Construction Company, of Bayport, MN for a bid total of \$65,975.00
Work Scope 06-A: Carpentry	1 bid was received; The responsible bidder is Meisinger Construction Company, Inc. of South Saint Paul, MN for a bid total of \$398,600.00
Work Scope 09-A: Drywall	3 bids were received. The lowest responsible bidder is Mulcahy Nickolaus, LLC. of Oakdale, MN for a bid total of \$242,650.00
Work Scope 09-B: Tile	4 bids were received. The lowest responsible bidder is WTG Terrazzo & Tile Inc. of Burnsville, MN for a bid total of \$135,486.00
Work Scope 09-C: Ceilings and Acoustical Treatment	1 bid was received. The lowest responsible bidder is Acoustics Associates Inc. of Golden Valley, MN for a bid total of \$148,094.00



Work Scope	Lowest Responsible Bidder and Amount
Work Scope 09-D: Flooring	3 bids were received. The lowest Responsible bidder is Acoustics Associates, Inc. of Golden Valley, MN for a bid total of \$83,472.00
Work Scope 09-K: Painting and Wall Covering	6 bids were received. The lowest responsible bidder Final Coat Painting, Inc. dba FCP Services of Eagan, MN for a bid total of \$42,860.00
Work Scope 23-B: Combined Mechanical	3 bids were received. The lowest responsible bidder is Davis Mechanical Systems, Inc. of Lakeville, MN for a bid total of \$607,749.00
Work Scope 26-A: Electrical	3 bids were received. The lowest responsible bidder is O'Neill Electric, Inc. of Stillwater, MN for a bid total of \$482,150.00
Work Scope 31-A: Site Clearing and Earthwork	3 bids were received; The lowest responsible bidder is George Siegfried Construction Company, of Bayport, MN for a bid total of \$19,250.00

Each lowest responsible bidder has been identified per work scope. The total amount for the 10 work scopes is \$2,226,286.00. Additional costs may be incurred during the project to resolve issues not identified in the construction documents. Kraus-Anderson Construction Company recommends entering into a contract with each lowest responsible bidder identified above. Administration requests approval to award the bids to the respective bidders.

Project Name: Stillwater Area Public Schools 2023 Multi-Site LTFM Improvements

Location(s): District Wide

Fund: Long-Term Facilities Maintenance

Item: Work Scopes: 03-A, Concrete and Masonry; 06-A, Carpentry; 09-A, Drywall; 09-B, Tile; 09-C, Ceilings and Acoustical Treatment; 09-D, Flooring; 09-K, Painting and Wall Covering; 23-B Combined Mechanical; 26-A Electrical; 31-A Site Clearing and Earthwork

Amount: Total project cost \$2,226,286.00

Recommendation:

A motion and a second to approve the consent agenda will be requested.

Motion by: _____ **Seconded by:** _____ **Vote:** _____



EXPENDITURE APPROVAL FORM

Fiscal Year 2022-2023

Instructions: This form is to be completed any time a lease, purchase, or contract for goods or services exceeds \$175,000.

REQUESTED BY: Mark Drommerhausen, Director of Operations

DATE: March 28, 2023

DESCRIPTION OF REQUEST

The District Wide 2023 Multi-Site Project will include work at the following locations:

Afton-Lakeland Elementary – Replace sinks, toilet fixtures, water lines and provide ADA access within 2 large restroom areas. Replace ceiling, lights and operable walls in Media Center.

ECFC- Replace entryway flooring

Lily Lake Elementary – Replace exterior doors, upgrade two Kindergarten room casework, plumbing and flooring and provide ADA access for staff and students within two large restroom areas.

Oak-Land Middle School – Provide ADA restroom near cafeteria and repair exterior walls at two locations.

Rutherford Elementary- Replace exterior sealant on gym walls.

Stillwater Middle School – Replace sound panels, ceilings and light fixtures in music rooms.

Stillwater Area High School – Replace ceilings and light fixtures for the second floor hallways.

These projects are part of the FY22 and FY23 Long-Term Facilities Maintenance program. Construction costs were estimated to total \$2,850,000. Kraus-Anderson Construction Company worked with Stillwater Area Public Schools to solicit bids for the Stillwater Middle School project. Bids were opened on March 15, 2023. To obtain the lowest construction cost for the project, Kraus-Anderson Construction Company broke the project down into 10 separate work scopes. Their role during the renovation will be coordinating each work scope during the construction project. Stillwater Area Public Schools will enter into a separate contract with the lowest responsible bidder for each work scope.

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Work Scope 09-B: Tile	4 bids were received. The lowest responsible bidder is WTG Terrazzo & Tile Inc. of Burnsville, MN for a bid total of \$135,486.00
Work Scope 09-C: Ceilings and Acoustical Treatment	1 bid was received. The lowest responsible bidder is Acoustics Associates Inc. of Golden Valley, MN for a bid total of \$148,094.00
Work Scope 09-D: Flooring	3 bids were received. The lowest Responsible bidder is Acoustics Associates, Inc. of Golden Valley, MN for a bid total of \$83,472.00
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Work Scope 31-A: Site Clearing and Earthwork	3 bids were received; The lowest responsible bidder is George Siegfried Construction Company, of Bayport, MN for a bid total of \$19,250.00

EXPENDITURE APPROVAL FORM (continued)

Each lowest responsible bidder has been identified per work scope. The total amount for the 10 work scopes is \$2,226,286.00. Additional costs may be incurred during the project to resolve issues not identified in the construction documents. Kraus-Anderson Construction Company recommends entering into a contract with each lowest responsible bidder identified above. Administration requests approval to award the bids to the respective bidders.

FINANCIAL IMPACT

Budget(s) Impacted: \$2,226,286.00 Long-Term Facility Maintenance Budget.
Additional costs may be incurred to remedy issues not identified in the construction bidding documents.

Is This a One-Time Expenditure?

- Yes**, once implemented there will be no ongoing costs
- No**, it will need to be funded indefinitely
- No**, it will need to be funded for Fiscal Years 2023-?

Is there an off-setting revenue source(s)?

- Yes** List Source(s): Long-Term Facilities Maintenance
- No**

PROGRESS MONITORING:

Work to be completed summer of 2023



March 16, 2023

Mr. Tony Willger
Stillwater Area Public Schools, ISD#834
1875 Greeley Street South
Stillwater, MN 55082

**RE: Stillwater Multi-Site - 2023 LTFM Improvements
Contract Award Recommendation**

Dear Mr. Willger

This letter is concerning our recommendations for contract awards for the Stillwater Multi-Site – 2023 LTFM Improvements project that was bid on March 7, 2023. Kraus-Anderson has verified bidders and we submit the following lowest responsible bidders and their bid amount.

Work Scope	Contractor, City, State	Bid Amount
WS 03-A	Concrete George Siegfried Construction Company Bayport, MN	Base Bid \$65,975.00
WS 06-A	Carpentry Meisinger Construction Company, Inc. South St. Paul, MN	Base Bid \$398,600.00
WS 09-A	Drywall Mulcahy Nickolaus, LLC Oakdale, MN	Base Bid \$242,650.00
WS 09-B	Tile WTG Terrazzo & Tile, Inc. Burnsville, MN	Base Bid \$135,486.00
WS 09-C	Ceilings & Acoustical Treatment Acoustics Associates, Inc. Golden Valley, MN	Base Bid \$148,094.00
WS 09-D	Flooring (Resilient & Carpet) Acoustics Associates, Inc. Golden Valley, MN	Base Bid \$83,472.00

WS 09-K	Painting	Final Coat Painting, Inc. dba FCP Services Eagan, MN	Base Bid	\$42,860.00
WS 23-B	Combined Mechanical	Davis Mechanical Systems, Inc. Lakeville, MN	Base Bid	\$607,749.00
WS 26-A	Electrical	O'Neill Electric, Inc. Stillwater, MN	Base Bid	\$482,150.00
WS 31-A	Site Clearing & Earthwork	George Siegfried Construction Company Bayport, MN	Base Bid	\$19,250.00
			Total Base Bid	\$2,226,286.00

If you have any questions regarding this information, please do not hesitate to contact me at 612-817-4518

Very truly yours,

KRAUS-ANDERSON® CONSTRUCTION COMPANY



Gary Zifko
Project Manager



Member _____ introduced the following Resolution and moved its adoption:

RESOLUTION NON-RENEWING PROBATIONARY TEACHING CONTRACTS

WHEREAS, Minnesota Statutes section 122A.40, subdivision 5, states that the first three consecutive years of a teacher’s first teaching experience in Minnesota in a single district is deemed to be a probationary period of employment, and that the probationary period in each district in which the teacher is thereafter employed is one year; and

WHEREAS, Minnesota Statutes section 122A.40, subdivision 5, further states that any annual contract with a probationary teacher may or may not be renewed as the school board shall see fit, provided that the board gives the teacher written notice of the nonrenewal before July 1;

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District No. 834 as follows:

1. Pursuant to Minnesota Statutes section 122A.40, subdivision 5, the School Board hereby declines to renew the annual teaching contract of the following probationary teacher(s) effective at the end of this school year:

Marin Ball, Amy Caslow, Bethany Caudill, Bridgette Dahlberg, Stephanie Drow, Mary Funk, Daniel Green, Samantha Haumersen, Maxwell Hobrough, Brittany Johannsen, Sara Johnson, Kristina Jonason, Heidi Jones, Jaclyn Kane, Emily Klayman, Kayla Krebs, Nicole Kocur, Madison Leslie, Rian Matzke, Brad Pike, Pedro Reyes Garcia, Samantha Rambo, Monica Reid, Molly Schulze, William Stokes, Mary Swanson, Megan Valerius, Brianna Whisler and Jerusha Will.

2. As a result of this Resolution, the District’s employment relationship with the above-named probationary teacher(s) will terminate effective June 8, 2023.

3. The School Board has reviewed and hereby approves the written notice of nonrenewal for each affected teachers. The notice to each affected teachers states the reasons for the non-renewal. The School Board Chair is directed to sign the written notice(s) on behalf of the School Board. The reasons for non-renewal are classified as private personnel data under the Minnesota Government Data Practices Act, unless the non-renewal represents the final disposition of disciplinary action.

4. The Superintendent, or a designee, is directed to serve the affected teacher(s) with a copy of this Resolution and the approved written notice for that teacher before July 1. If possible, the notice(s) should be hand-delivered.

The motion for the adoption of this Resolution was duly seconded by Member _____ and upon vote being taken, the following voted in favor of this Resolution:

And the following voted against this Resolution:

Based upon the vote, this Resolution was declared duly passed and adopted.



Date

Hand Delivered

[NAME]
[ADDRESS]
[CITY, STATE, ZIP]

RE: Notice of Nonrenewal

Dear [INSERT NAME]:

At a meeting held on [INSERT DATE], the School Board of Independent School District No. 834 adopted a resolution non-renewing your annual teaching contract and terminating your employment effective at the end of this school year. The School Board took this action pursuant to Minnesota Statutes section 122A.40, subdivision 5. A copy of the School Board's resolution is enclosed for your review.

Teachers in a probationary period of employment may request the reasons for the nonrenewal of their annual teaching contract. For your information, the School Board decided not to renew your annual teaching contract because [INSERT REASONS – SEE EXAMPLES ON NEXT PAGE]. Appropriate supervision was furnished to you during your probationary employment in the form of [GENERALLY DESCRIBE THE DISTRICT'S EVALUATION PROCESS FOR PROBATIONARY TEACHERS; DOES NOT NEED TO BE A DETAILED DESCRIPTION]. This supervision provided the District with a sufficient opportunity to evaluate your performance.

The School Board wishes you well in future endeavors.

Sincerely,

School Board Chair
Independent School District No. 834

Enclosure: Resolution

c: Personnel File (w/ enclosure)



RESOLUTION ESTABLISHING COMBINED POLLING PLACES FOR MULTIPLE PRECINCTS AND DESIGNATING HOURS DURING WHICH THE POLLING PLACES WILL REMAIN OPEN FOR VOTING FOR SCHOOL DISTRICT ELECTIONS NOT HELD ON THE DAY OF A STATEWIDE ELECTION.

WHEREAS, on December 28, 2022, the School Board of Independent School District No. 834 established by resolution the combined polling places for multiple precincts and designating hours during which the polling places will remain open for voting for school district elections not held on the day of a statewide election;

WHEREAS, the combined polling places in the December 28, 2022 resolution were based upon the list of combined polling place locations and precincts provided by Washington County;

WHEREAS, in March 2023, Washington County staff told the District that four precincts in their spreadsheet were inadvertently listed in two combined polling place locations; and

WHEREAS, in order to correct this potential ambiguity, the District wishes to pass an updated resolution for the combined polling places for multiple precincts and designating hours during which the polling places will remain open for voting for school district elections not held on the day of a statewide election to clarify the four precincts that were inadvertently listed twice in the resolution.

BE IT RESOLVED by the School Board of Independent School District 834, State of Minnesota, as follows:

1. Pursuant to Minnesota Statutes, Section 205A.11, the precincts and polling places for school district elections are those precincts or parts of precincts located within the boundaries of the school district which have been established by the cities or towns located in whole or in part within the school district. The board hereby confirms those precincts and polling places so established by those municipalities.
2. Pursuant to Minnesota Statutes, Section 205A.11, the board may establish a combined polling place for several precincts for school district elections not held on the day of a statewide election. **Each combined polling place must** be a polling place that has been designated by a county or municipality. The following combined polling places are established to serve the precincts specified for all school district special and general elections not held on the same day as a statewide election for 2023:

Municipal Precinct	Polling Location	Address
Afton W1-P1, W2-P2, W3-P3 & W4-P4, Denmark TWP P2	Shepherd of the Valley Lutheran Church	14107 Hudson Rd S, Afton MN 55001
Bayport	Bayport Fire Department	1012 5th Ave N, Bayport MN 55003
Baytown TWP	Baytown Community Center (Town Hall)	4020 McDonald Dr N, Stillwater MN 55082
Grant P1 & P2	Woodbury Lutheran Church Oak Hill	9050 60th St N, Grant MN 55082
Lake Elmo P1	Lake Elmo Fire Station 1	3510 Laverne Ave N, Lake Elmo MN 55042
Lake Elmo P2	Lake Elmo City Hall	3800 Laverne Ave N, Lake Elmo MN 55042
Lakeland, Lake St Croix Beach, Lakeland Shores, St Mary's Pt	Lakeland City Hall	690 Quinnell Ave N, Lakeland MN 55043
Hugo W3-P6, May TWP, Marine, Scandia	May Town Hall	13939 Norell Ave N, Stillwater MN 55082
Oak Park Heights	Oak Park Heights City Hall	14168 Oak Park Blvd N, Oak Park Heights MN 55082
Stillwater TWP P1, P2	Stillwater Township Town Hall	13636 90th St N, Stillwater MN 55082
Stillwater W1-P1	St Paul Lutheran Church	609 5th St S, Stillwater MN 55082
Stillwater W2-P2	Trinity Lutheran Church	115 4th St N, Stillwater MN 55082
Stillwater W3-P3	Stillwater Evangelical Free Church	7671 Manning Ave N, Stillwater MN 55082
Stillwater W4-P4	Our Saviors Lutheran Church	1616 Olive St W, Stillwater MN 55082
West Lakeland TWP	West Lakeland Town Hall	959 Paris Ave Cir N, West Lakeland Township MN 55082
Woodbury P7, Woodbury P8, Woodbury P13	St John Lutheran Church	1975 St John's Dr, Woodbury MN 55129
Woodbury P9	Brookview Elementary	11099 Brookview Rd, Woodbury MN 55129

3. Pursuant to Minnesota Statutes, Section 205A.09, the polling place will remain open for voting for school district elections not held on the same day as a statewide election between the hours of 7:00 a.m. and 8:00 p.m.

4. The clerk is directed to file a certified copy of this resolution with the county auditors for each of the counties in which the school district is located in whole or in part, within thirty (30) days after its adoption.

5. As required by Minnesota Statutes, Section 2048.16, Subdivision 1a, the clerk is hereby authorized and directed to give written notice of new polling place locations to each affected household with at least one registered voter in the school district whose school district polling place location has been changed. The notice must be a nonforwardable notice mailed at least twenty-five (25) days before the date of the first election to which it will apply. A notice that is returned as undeliverable must be forwarded immediately to the appropriate county auditor, who shall change the registrant's status to "challenged" in the statewide registration system.

Motion for the adoption of the foregoing resolution to approve the combined polling locations for 2023 by: Porben;
Second by: Kelzenberg

Vote: 6 Ayes 0 Nays

WHEREUPON said resolution was duly declared passed and adopted.

STATE OF MINNESOTA)
) ss.
COUNTY OF WASHINGTON)

I, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 834 (Stillwater Area Public Schools), State of Minnesota, hereby certify that the attached and foregoing is a full, true and correct transcript of the minutes of a meeting of the school board of said school district duly called and held on the date therein indicated, so far as such minutes relate to authorizing the issuance of a certificate of election, and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this 28th day of March 2023.

Signature Katie Hockert
Katie Hockert, School Board Clerk

Date: 3/28/23



Stillwater

AREA PUBLIC SCHOOLS

Program Evaluation: Gifted and Talented

Background | Current Reality | Opportunities

Key Research Questions:

1. To what extent does the program address the identified goals?
2. Did the program produce or contribute to the intended outcomes in the short, medium and long term?
3. For whom, in what ways and in what circumstances? What unintended outcomes (positive and negative) were produced?
4. What was the influence of other factors on program outcomes?
5. Are participants being reached as intended?
 - a. For what individuals or groups is the program most effective?
6. How satisfied are program participants (families, students, staff)?
7. How is the program functioning from organizational perspectives?
8. What is the relationship between costs and effects of the program?

Defining Gifted and Talented

“Students, children, or youth who give evidence of high achievement capability in such areas as intellectual, creative, artistic, or leadership capacity, or in specific academic fields, and who need services or activities not ordinarily provided by the school in order to fully develop those capabilities.”

Source: National Association for Gifted Children (NAGC)



Gifted and Talented (G&T) Across the State

Full-time G&T schools: Focused on serving the needs of advanced learners.

Enrichment Programs: Provide opportunities to explore topics at greater depth or rigor, or beyond the regular curriculum. These enrichment activities are provided both in the regular classroom and in G&T small groups.

Non-traditional educational options: Range from substituting curriculum within school day to full-time home schooling.

Online education: While not specifically G&T, online learning provides flexibility for gifted kids to move at their own pace.

**There are 20
self-contained
or school-
within-a-school
programs in
Minnesota**



Stillwater's Vision For Gifted Services

Gifted and talented clusters

The philosophy of clustering is to encourage **differentiation** at the classroom level with **small groups** of similar learners.



GATE (Gifted and Talented Education) Program

The philosophy of GATE is to **empower students** to **passionately pursue their creative endeavors** through 21st century learning opportunities in an environment that **individualizes to meet the needs of the whole child.**

History of Gifted Services in Stillwater

Clusters (Tier 1)

- Grades 4-5 clusters at all elementary schools: 2006-2023

GATE at Oak Park (Tier 3)

- Grades 4-5: 2008-2009
- Grades 4-6: 2009-2017

GATE at SMS (Tier 3)

- Grades 4-5: 2017-2023
- Grades 6-8 Clusters: 2021-2023

Current Eligibility Criteria

GATE: Students who score in the top 4% on both CogAT and FastBridge (math AND reading) achievement tests

Clusters: Students scoring above 89% on CogAT and the top 5% on Fastbridge (math OR reading) tests.

Evaluation: Key Findings

- Achievement for G&T students surpasses district comparables
- Demographic data for G&T programming does not reflect the district's student population
 - *Lack of diversity in socioeconomic status and race/ethnicity*
- Elementary clustering is not happening consistently across the district
- Moderate program support from G&T families
- Current program is limited in its scope and range
- Concerns with social/emotional supports during transition from GATE to middle and high school

Of Note:

The number of G&T students enrolling in college-credit courses is lower than expected

Attrition of G&T students at the high school level is 18%



Current Reality: Programming Model

Cluster Experience (Grades 4-5)

Gifted and talented students are clustered in a classroom where the GATE specialist works with the classroom teacher to help with differentiation strategies to enrich their daily experience.



GATE Experience

Grades 4-5

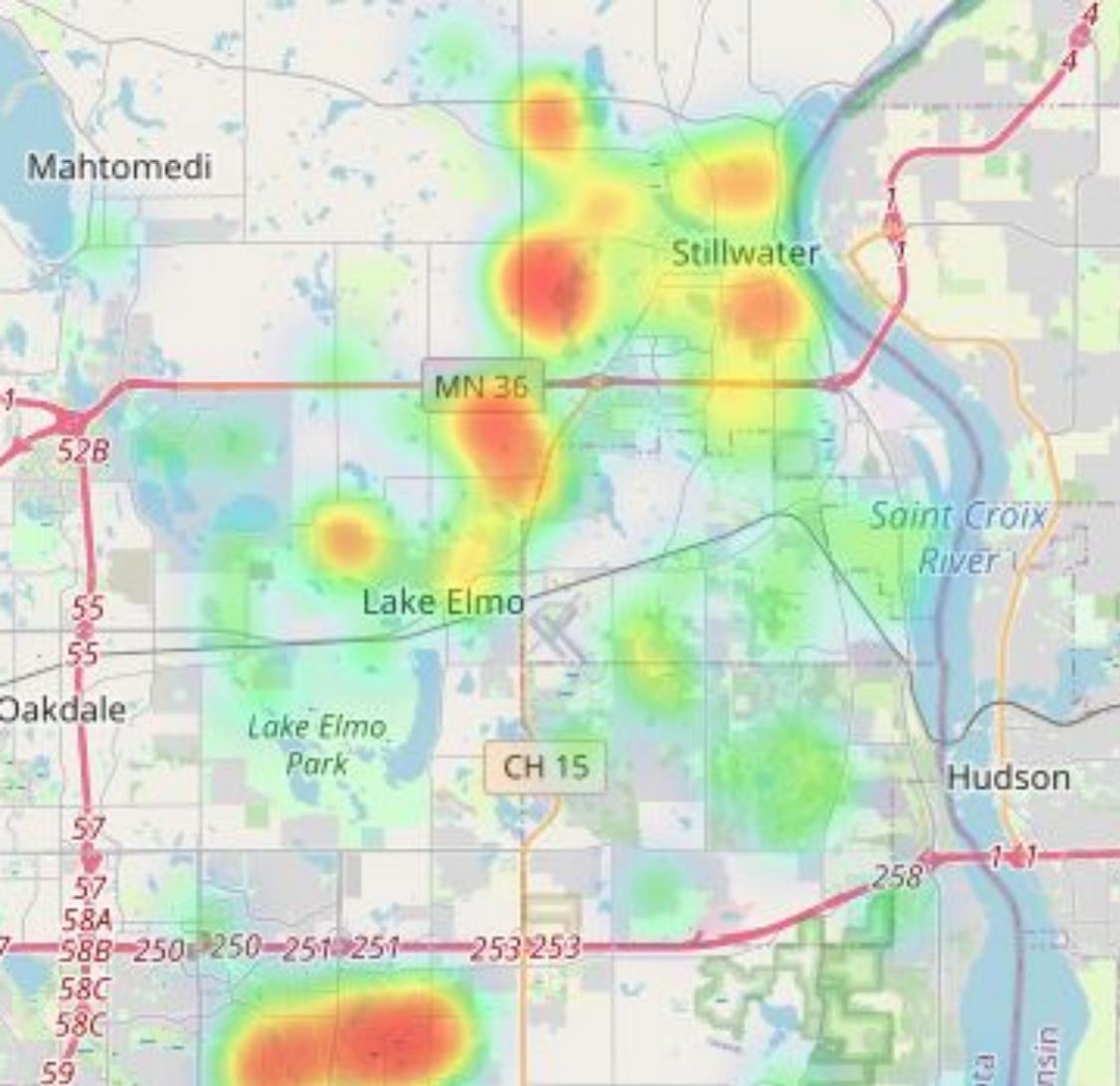
This is a self-contained school-within-a-school experience at Stillwater Middle:

- Experiential and personalized learning takes place throughout the day in all subjects.

Grades 6-8

Students are clustered in honor classes in math or language arts or both.

- Students are with GATE peers in honor classes, but with their Pony Center cohort throughout the day.



Where Do GATE Students Reside?

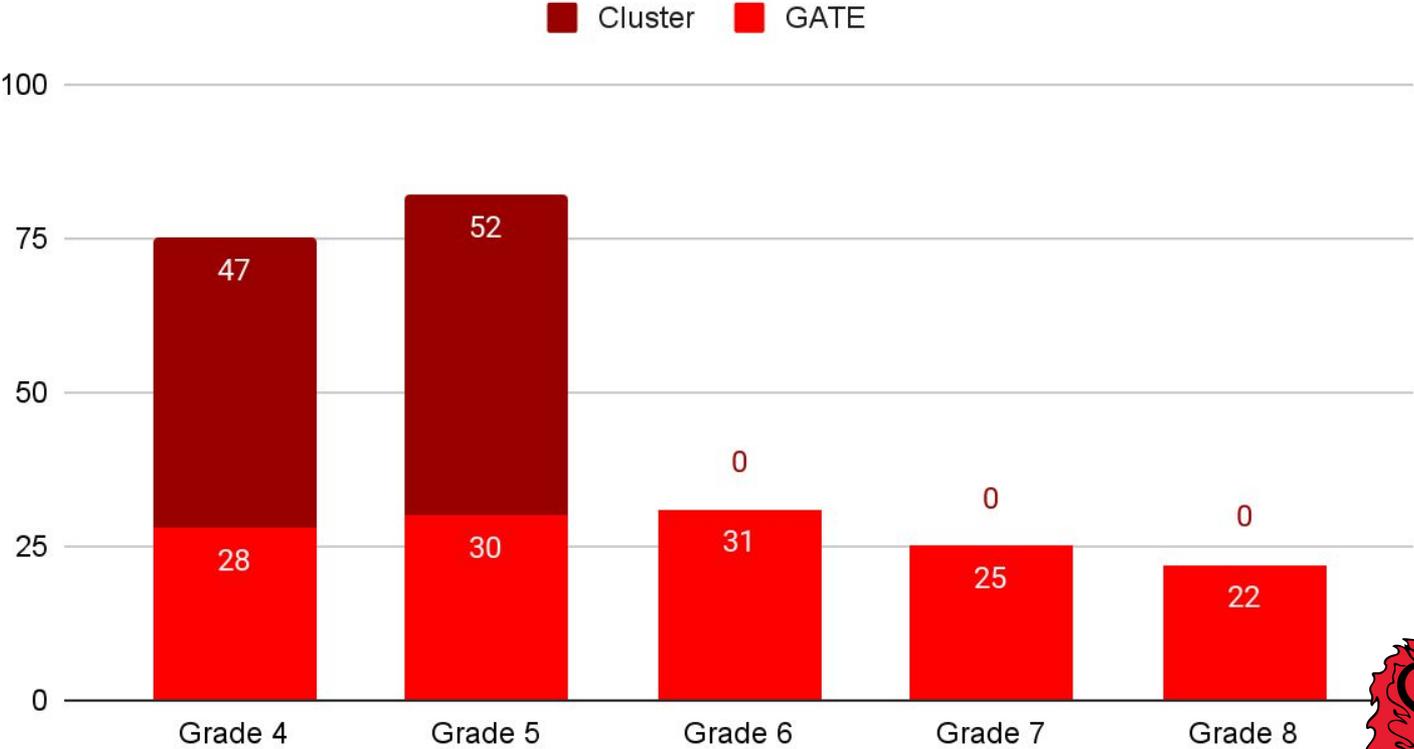
High School Experience

- Advanced Placement (AP) classes and assessments
- Subject acceleration
- College in the Schools (CIS)
- Project Lead the Way
- Honors courses
- University of Minnesota Talented Youth Math Program (UMTYMP)
- World Language courses
- Independent study
- Post-secondary enrollment option (PSEO)



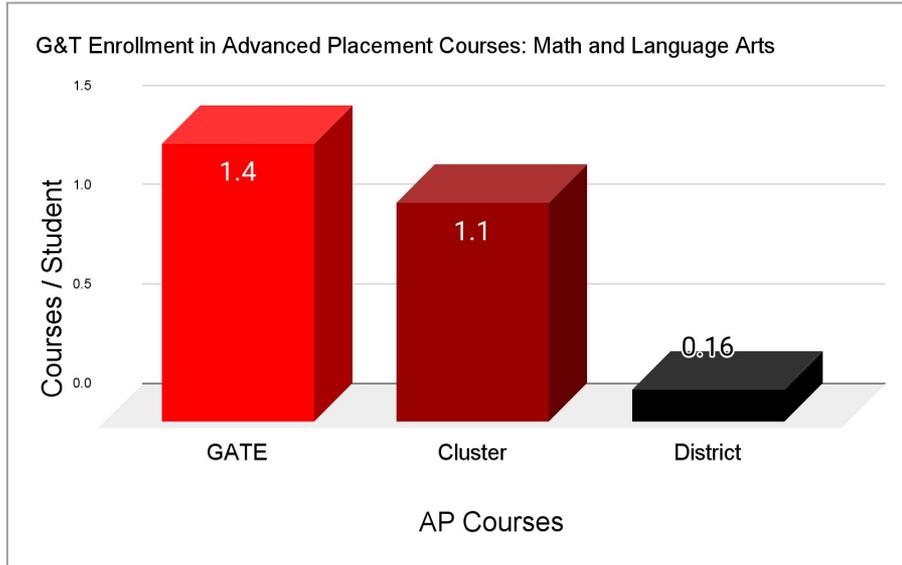
Current Reality: Enrollment & Demographic Data

Enrollment: GATE and Elementary Clusters



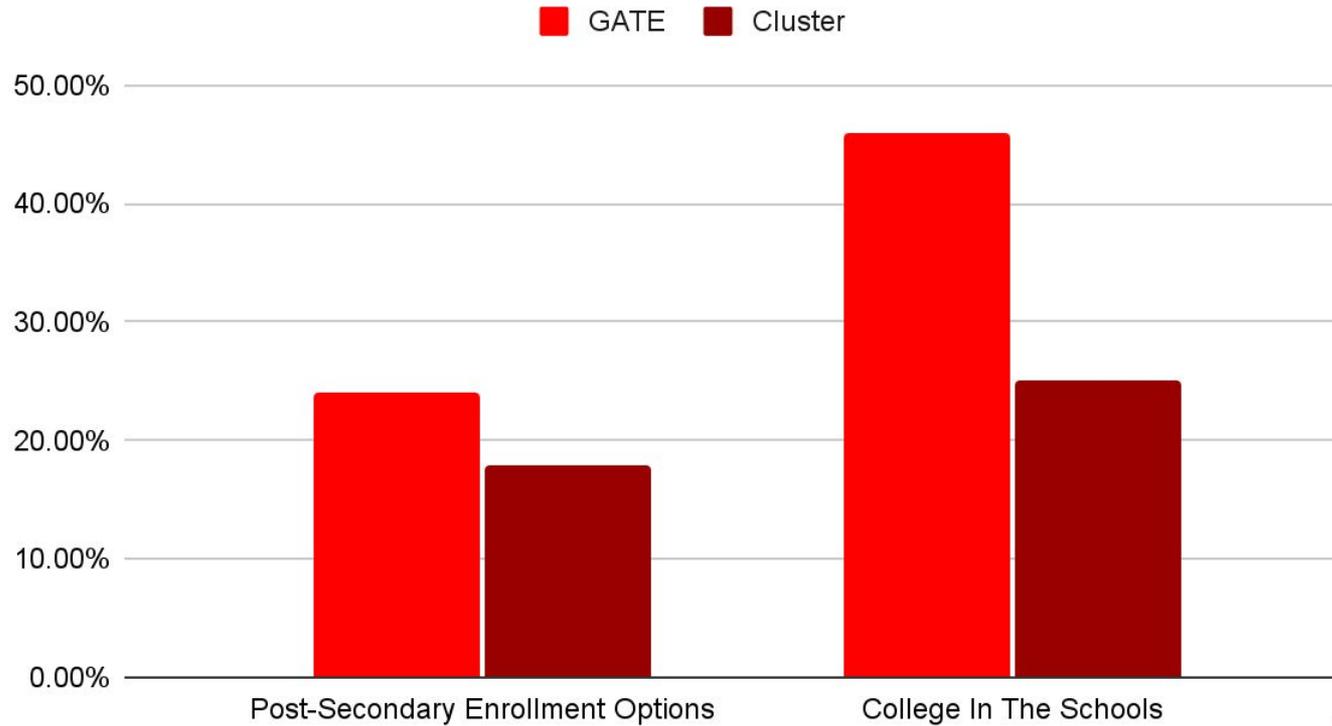
Enrollment: Advanced Placement Courses

Math and Language Arts



Course:	# of GATE students	# of Cluster students	All other students
AP Calc AB	10	33	53
AP Calc BC	6	9	4
AP Computer Science	3	13	19
AP Statistics	5	26	29
AP Language & Composition	2	21	82
AP Literature & Composition	6	12	27

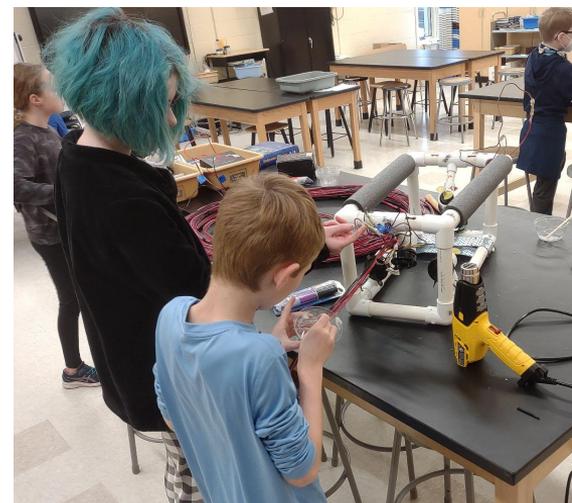
Enrollment: Dual Enrollment Options



Enrollment by Special Populations

Special Program Participation

	Clusters	GATE	All District 834 students
*National School Lunch	6%	1%	23%
Special Education	2%	11%	15%
English Learner	0%	0%	4%



*NOTE: This is the first year the state is using a Direct Certification process to identify students eligible for free or reduced-price meals because they have already been approved for participation in other nutrition supplement programs.

Enrollment by Race/Ethnicity/Gender

Federal Race/Ethnicity	Clusters	GATE	All District 834 students
American Indian	1%	0%	1%
Asian	5%	16%	7%
Black	2%	2%	7%
Pacific Islander	0%	0%	0.05%
White	90%	81%	77%
Hispanic or Latino	2%	1%	7%
Male	52%	58%	—
Female	48%	42%	—





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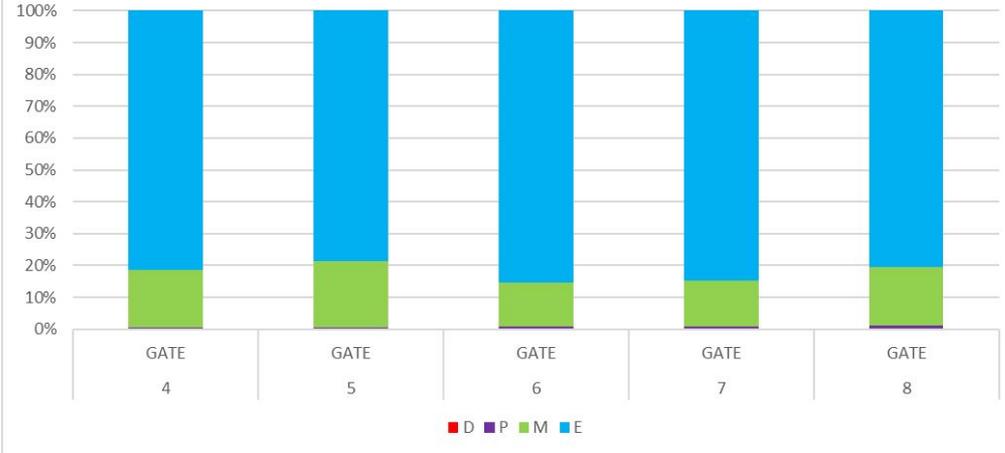
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Current Reality: Achievement

MCA Reading

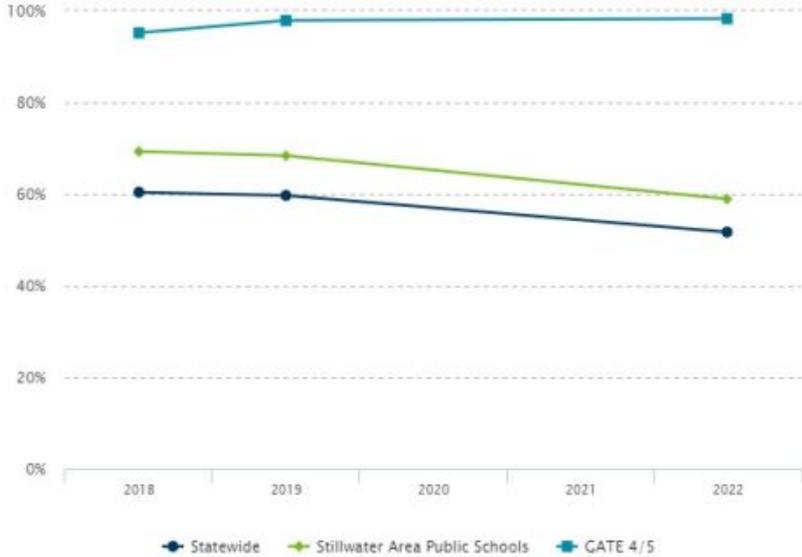
4-8 MCA Reading Proficiency Levels

(Combined 2017-2023)



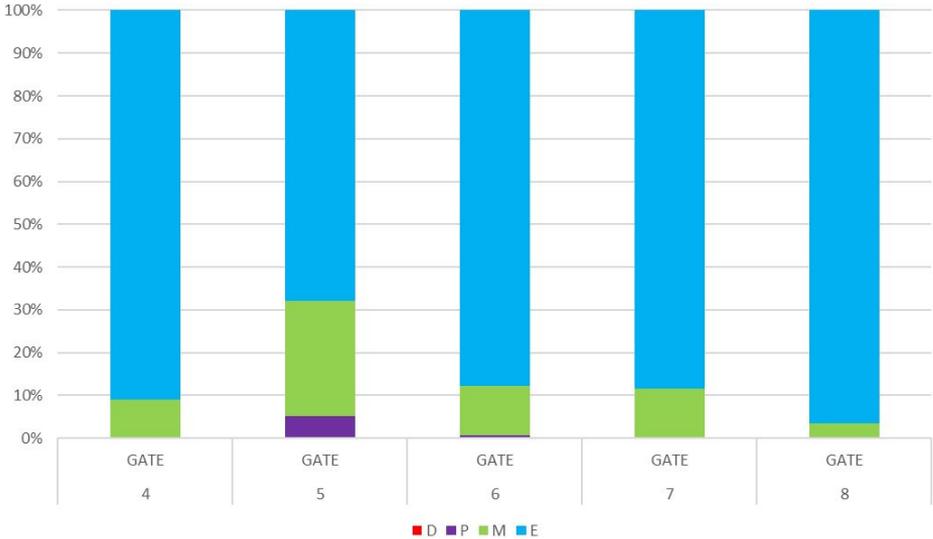
2018 - 2022 Proficiency

Due to COVID-19, no summarized assessment data is available for 2020



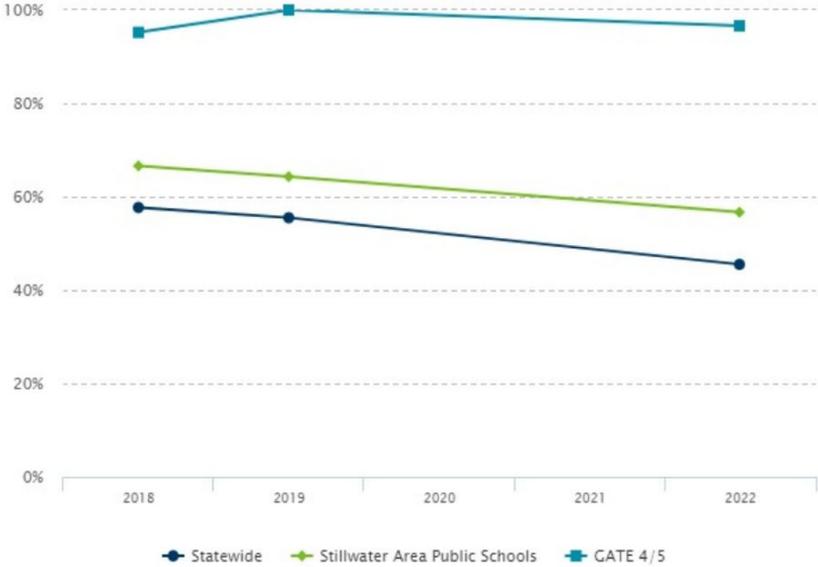
MCA Math

4-8 MCA Math Proficiency Levels
(Combined 2017-2023)



2018 - 2022 Proficiency

Due to COVID-19, no summarized assessment data is available for 2020



ACT Results (Class of 2023)

	All Gifted Students	All Other students	District 834 Total
Composite Score	26.7	19.9	21.4
Math	27.1	21.4	22.9
Reading	28.8	22.0	23.7



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Current Reality:

Satisfaction

Survey Says ...

G&T families identified most important outcomes of gifted services (*rank ordered*):

1. Meaningful and challenging learning activities/experiences
2. Individualized learning pathways
3. Developing relationships with peers
4. High levels of academic achievement in all subject areas
5. Thinking and organizational skills
6. Social-emotional support
7. Self-understanding



**Families
Overall
Satisfaction**

3.8 ★
average rating



Why G&T families chose gifted programming for their child:

successful needed challenged teachers understand
support elementary cluster classes
help opportunities classroom academic challenge
better work school learn peers cluster kids
move forward GATE **challenged** bored ability
great
gifted cluster teachers program regular curriculum
unique needs students GATE program academic experience
disappointing education gifted program

Feedback from all G&T Families

What they like best:

- Individualization; opportunity for acceleration
- Academics; challenge
- Teachers
- Social/emotional support

Concerns/Opportunities

- Location
 - Desire to have both a north and south location
 - Concerns about grades 4-5 being in a middle school setting
- Middle and high school program options
- Access to services; concerns with clustering
- Social and emotional support
- Academic, curriculum and instruction

Cluster Families' Feedback

- Clustering isn't happening effectively or consistently
- Lack of support for middle and high school students
- Concern instructional model is focused on self-motivated students

50% are Very Likely or Likely
to recommend clusters to a friend or family member

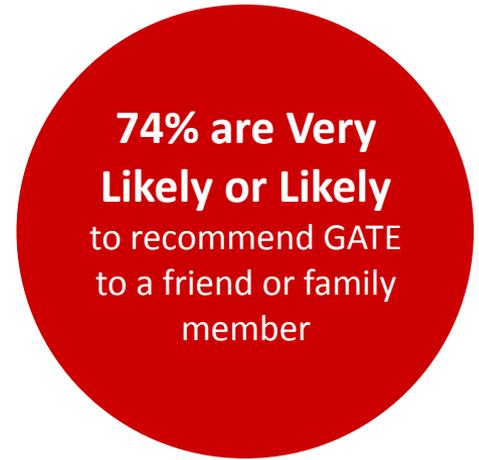
3.5★

average rating



GATE Families' Feedback

- Desire for more variety in instruction
- Concerns about location of GATE program
 - Desire to have both a north and south location
 - Concerns students missing out on elementary experiences (ie. field trips, assemblies, peer relationships)
- Desire for more focus on social/emotional support
 - GATE creates an isolated social group
 - Students have a difficult transition to high school
- Lack of middle school and high school programming and social/emotional support



Secondary GATE
students leaving
our district

Attrition (Change)		
Grade	# students	Loss
9	-6	24%
10	-3	16%
11	-10	30%
12	-2	10.5%
Average Change	5.25	20%
Not Enrolled at SAHS		

Feedback from Recent Graduates

- Appreciated the opportunity for acceleration
- Enjoyed the challenging curriculum
- Concerns with the social/emotional impact of being isolated from peers

75% are Very Likely or Likely
to recommend G/T programming to a friend or neighbor

4.1★

average rating



Feedback from Principals

- Difficult to truly differentiate instruction for clusters at the elementary level
- Not a great deal of opportunities that are different for clustered students
- Varied needs with more Twice Exceptional (2e) students in GATE
- Supporting the social and emotional learning needs of gifted students
- Challenges of scheduling with clusters at the middle level
- Providing programming and supports for gifted and talented students at Oak-Land Middle School



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Current Reality: Program Costs

Gifted & Talented Program Costs 2022-2023

Annual expenditures

- 4 FTE teachers = **\$520,000**
- GATE Lead 0.8 this year = **\$104,000**
- Curriculum/PD/Subs = **\$33,000**
- Transportation = **\$241,611**

Annual revenue

- State GATE funding = \$13 per student or \$115,000 per year





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Opportunities

Comprehensive Literature Review/Best Practice

Research Areas:

- Assessment/identification
- Diverse populations
- Program design
- Curriculum/instructional
- Teacher capacity
- Standards/data
- Brain research/neurology
- Twice-exceptionality

Key Findings:

- Assessment considerations
- Primary supports
- Strategic supports
- Individualization
- Acceleration
- Partnerships

1,530 pages of research reviewed

research articles, briefs, findings, interview protocol, lit. review, meta-analysis, national data, rating scales, reports, report cards, research briefs, standards, student survey, summary reports

Shifting to Talent Development Framework

- Develop the talents and skills of ALL learners at an early age through exploration and exposure
- Eliminate access and opportunity gaps
- Create personalized pathways with student voice and choice
- Maximize learning throughout a student's education



Program Enhancements or Changes

- K-3 Talent Development
- Cluster 9th grade GATE students into one Pony Center
- Pathways expansion
 - Creativity; Critical thinking skills; Grit; Leadership; Arts
- Sub-group identification and alternative assessment
- Multi-Tiered Systems of Support (MTSS)
- Personalized learning and hybrid programming
- Social Emotional Learning/Executive Functioning
- Expanded Community Partnerships
- Summer programming opportunities
- Move GATE 4-5 program to an elementary school, and cluster 6-8 at both middle schools
- Transition GATE 4-5 students to elementary schools



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Creating opportunities for ALL
where curiosity truly thrives in our students





TO: Northeast Metro 916 Board of Education
FROM: Dr. Val Rae Boe
DATE: March 6, 2023
RE: March 1 Board of Education Meeting Talking Points

Members present: Knisely-12, Palmer-13, Starck-14, Forsberg-16, Oksnevad-282, Westerman-621, Yener-622, Clark-623, Theisen-831, Payne-832, and Hockert-834. Members absent: Daniels-624 and Dols-833.

Calendar Dates: 916 will be providing program/site visits to Member District Leaders over the next few months. A link to sign up was sent to Superintendents, Board Members and Special Ed Directors.

- Wednesday, March 22, 2023 - Building Tours: 8:30 a.m. at Pankalo Education Center, 10:00 a.m. at Auditory Oral Program, and 11:30 a.m. at Bellaire Education Center
- Wednesday, April 12, 2023 - Building Tours: 8:00 a.m. at WELS North, 9:00 a.m. at South Campus, and 10:30 a.m. at Quora Education Center

Superintendent Boe, along with several Cabinet Members, will provide an onboarding session of the basic overview of Northeast Metro 916 for new Board Members on March 22 from 12-1pm in the Bellaire Board Room. Reach out to Dr. Boe or Rachel if you would like to attend.

School Board Self-Evaluation: Katie Hockert and Laura Oksnevad led a discussion highlighting the results of the School Board Self-Evaluation which was taken by School Board Members and the Superintendent at the end of last year. The focus of the discussion centered around the standards for the Goals Committee to focus on and to obtain feedback on the tool itself. Based on the responses, it was recommended that the Goals Committee focus on the Vision Standard moving forward. It was also decided that this tool worked well and will be used again at the end of this year. Using this tool to start a conversation is valuable in working together as Board Members in an Intermediate School District.

First Reading of the 2023-24 School Calendar: Scott Thomas, director of educational services, shared the proposed 2023-24 calendar. The structure is very similar to this year, and previous years, and the calendar and will be brought back to the Board in April for final approval.

FY24 Budget Assumptions: Mark Kumlien presented the budget assumptions for approval. These assumptions reflect the program planning for Northeast Metro 916 operations, which include special education, career and technical education, and educational services.

Approval of the Raptor Technologies Contract: The School Board approved the contract for the professional services to support the implementation, adoption and usage of the Raptor Emergency Management Suite. Northeast Metro has already implemented Raptor Technologies throughout the district which is 100% aligned with the “I Love U Guys” Foundation protocols. This extra service protects students and staff during drills, active incidents and reunification by providing increased effective communication.