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## School Board of Robbinsdale Area Schools

Business Meeting - December 6, 2021

**AGENDA SECTION:** Call to Order

**ITEM:** Roll Call Attendance

	<b>PRESENT</b>	<b>ABSENT</b>
Helen Bassett	_____	_____
David Boone	_____	_____
Sharon Brooks Green	_____	_____
Greta Evans-Becker	_____	_____
Mike Herring	_____	_____
Sam Sant	_____	_____
John Vento	_____	_____
David Engstrom, ex-officio	_____	_____



## School Board of Robbinsdale Area Schools

Business Meeting – December 6, 2021

**AGENDA SECTION:** Acceptance of Agenda  
**ITEM:** 2. Acceptance of Agenda  
**COMMENTS BY:** David Boone, Board Chair

**Recommended Action:** Approve business meeting agenda.

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### Acceptance of Business Meeting Agenda – December 6, 2021

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



## School Board of Robbinsdale Area Schools

Business Meeting – December 6, 2021

**AGENDA SECTION:** Operations

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**ITEM:** 4.A. Approval of 2022 Legislative Action Coalition (LAC) Platform

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**COMMENTS BY:** Anthony Williams, Executive Director of Community Education

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The LAC 2022 draft platform advocates for the resources needed to ensure an equitable and respectful educational experience for every student, family and staff member.

Legislative Action Coalition (LAC) Co-chair Elizabeth Goers and Community Education Executive Director Anthony Williams request approval of the proposed 2022 Legislative Platform.

LAC members advocate for our public school district and the learners, families and communities it serves. Members are citizen volunteers who share an interest in legislative advocacy and passion for public education.

**Recommended Action:**

It is recommended that the School Board approves the 2022 LAC Platform.

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### Approval of the 2022 LAC Platform - December 6, 2021

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

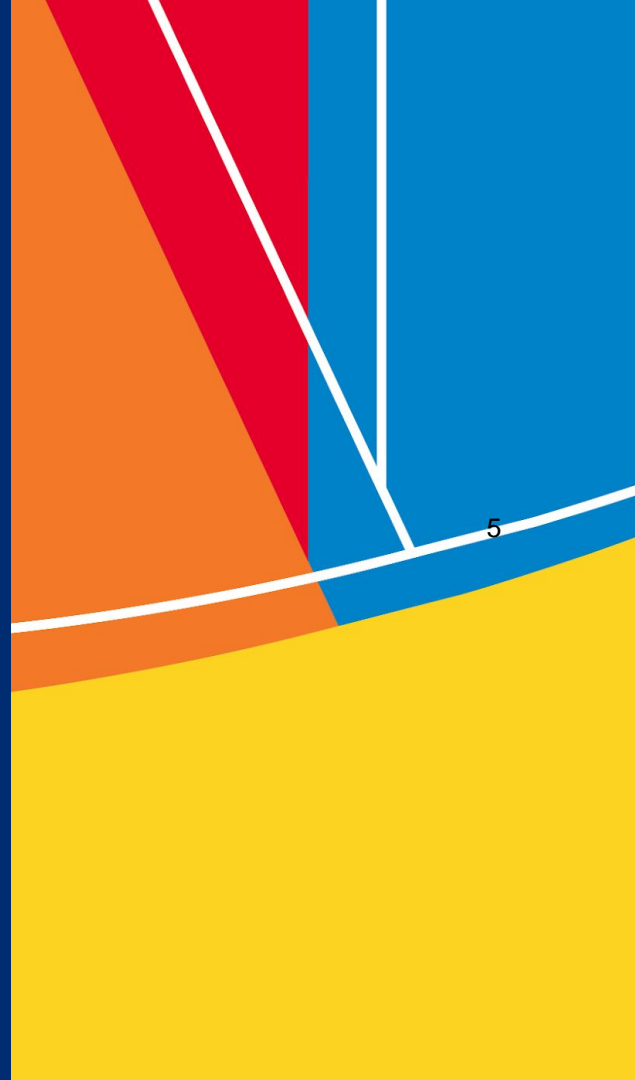
**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



# 2022 Legislative Platform Approval

December 6, 2021





ROBBINSDALE  
Area Schools

# OUR UNIFIED DISTRICT VISION

Our mission is to inspire and educate all learners to develop their unique potential and positively contribute to their community.

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ROBBINSDALE  
Area Schools

## 2022 Legislative Platform

- Establish Governmental Parity
- Increase Flexibility for School Districts
- Enhance Educator Workforce
- Institute Taxpayer Equity
- Stabilize Funding

## 2022 Legislative Platform

- Establish Governmental Parity

- Allow locally elected school boards to renew an existing operating referendum at the same funding level. Data show that over the past seven years 100% of referendum renewals were approved by voters.

## 2022 Legislative Platform

- Increase Flexibility for School Districts

- ***Expand the allowable uses of Long-Term Facilities Maintenance Revenue*** to allow school districts to enhance safety through security modifications to buildings, including remodeling and additions to existing space.
- ***Increase the maximum Safe Schools Levy and state aid*** to support the ongoing behavioral and mental health needs of our students due to COVID-19 and expand the permitted uses to offset the growing costs of cyber security and school communication technology.
- ***Support initiatives that begin to address food insecurity for all Minnesotans, especially those in school.*** Students who are hungry and worried about their next meal are not ready to learn.
- ***Oppose any new unfunded mandates.*** Unfunded state mandates add additional costs to an already stressed budget.

## 2022 Legislative Platform

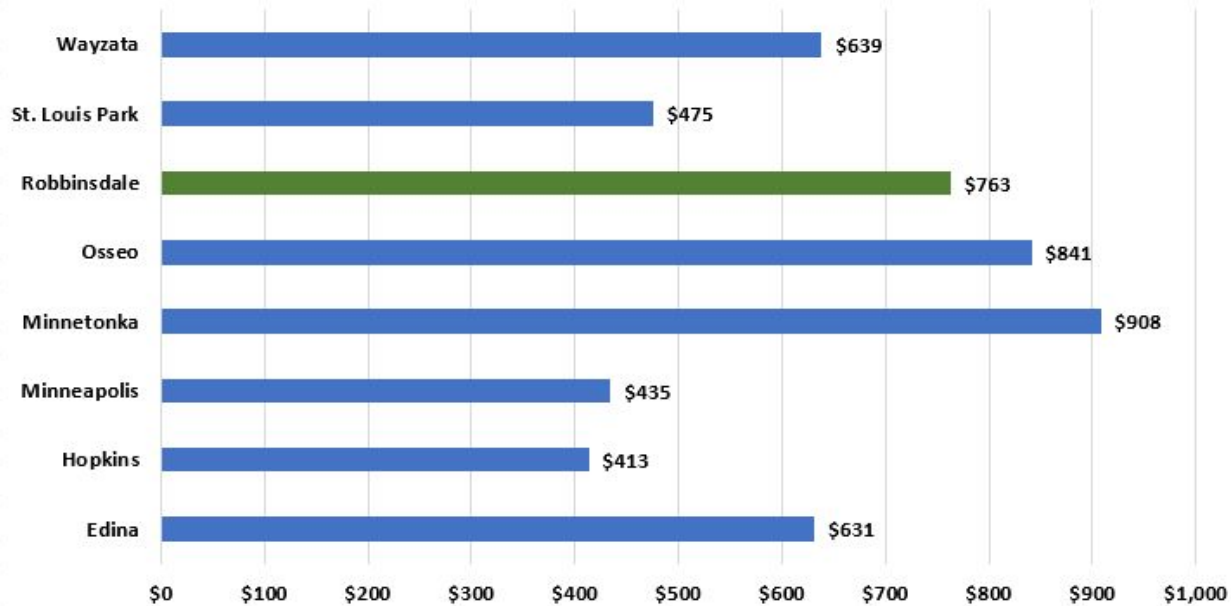
- Enhance Educator Workforce
  - ***Support policies that attract, develop and retain a diverse educator workforce*** to reflect diverse student populations. Maintain the tiered licensing system to ensure multiple pathways for licensure.

## 2022 Legislative Platform

- Institute Taxpayer Equity
  - **Increase equalization for operating referendums and debt service to provide greater equity in education funding.** Property tax levies play a crucial role in funding education programs and facilities. Depending on the property tax wealth in your school district, taxpayers may pay more to raise the same amount of referendum and debt service levies. For example, taxes on a home valued at \$275,000 cost homeowners in Robbinsdale Area Schools almost more than twice what homeowners in the Hopkins School District pay.

### School Referendum and Debt Service Levies Property Tax Comparison

Tax Impact of an Operating Referendum of \$1,881.81 per Adjust Pupil Unit  
On a Home with an Estimated Market Value of \$275,000, Payable 2022\*



\*Data doesn't include any fiscal disparities impact and assumes each district only levied for \$1,881 (although some may have authority for more, doesn't include any impact beyond just the voter approved amount - No Local Optional Revenue, (LOR), no equity, etc.

Prepared by Baker Tilly Municipal Advisors October 2020

Data Source: Pay 2022 School Tax Report

## 2022 Legislative Platform

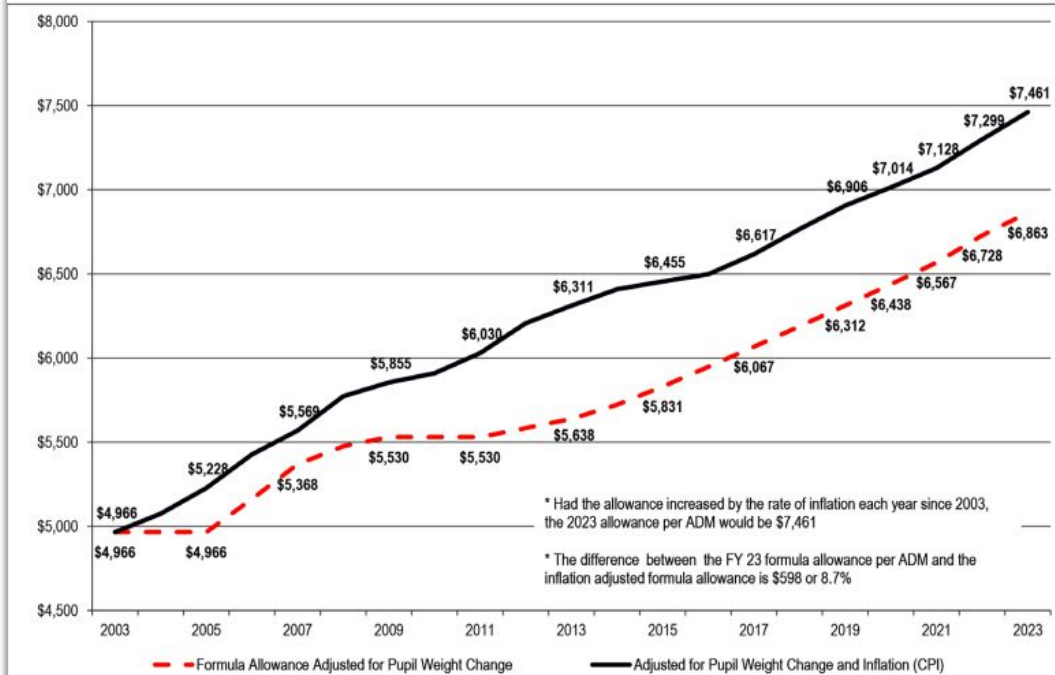
- Stabilize Funding

- **Fix education funding and link the formula to inflation.** While we recognize this is not a funding year, we want to remind you that the basic education formula is the district's primary source of operating funds and accounts for 46.8% of Robbinsdale Area Schools' general fund revenue. Increases in the basic education formula have not kept up with inflation. In fact, the basic education formula would be \$7,461 per pupil or 8.7% higher if it had kept up with inflation since 2003. Adequate, reliable and predictable funding is essential to provide programs that ensure every student graduates career, articulated skilled trades and college ready.



ROBBINSDALE  
Area Schools

## General Education Formula Allowance, 2003-2023 Adjusted for Pupil Weight Change and Inflation (CPI)



Source: MDE Inflation Estimates, July 2021



Association of Metropolitan School Districts



## 2022 Legislative Platform

- Stabilize Funding

- ***Increase special education and English learner funding*** to reduce cross subsidies and ensure expenses are covered. Cross subsidies for the 2021-2022 are budgeted at \$14.1 million for special education and \$1.7 million for English learning.

## Important Dates

- Legislative Breakfast: January 10, 2022
- Legislative Session opens: January 31, 2022 (Bonding Year)



ROBBINSDALE  
Area Schools

# Questions

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ROBBINSDALE  
Area Schools

# Thank You

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## School Board of Robbinsdale Area Schools

Business Meeting – December 6, 2021

**AGENDA SECTION:** Operations

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**ITEM:** 4.B. Approval of City of Brooklyn Center/Northport Elementary Land Exchange Agreement

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**COMMENTS BY:** Jeff Connell, Executive Director of Facilities, Operations and Transportation

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It is recommended that this land exchange agreement between the City of Brooklyn Center and Robbinsdale Area Schools is approved by the School Board.

The exchange is essentially a small portion of the access road owned by the District being quit claimed to the City in exchange for full ownership of the parcels to the north of the access road with the District currently uses as stormwater drainage and is contiguous with other District property at Northport Elementary. There is no cost to the District for this exchange, recording, or replatting of the areas involved. The District will also retain a portion of the access road to ensure that the access to our parking lot on the east side of the building remains open and available for staff and visitor use. Northport Elementary currently uses the northern parking lot area for school bus drop off. This change would not impact access or our use of the parking lots around the building.

**Recommended Action:**

It is recommended that this land exchange agreement between the City of Brooklyn Center and Northport Elementary of Robbinsdale Area Schools is approved by the School Board.

---

**Approval of the City of Brooklyn Center/Northport Elementary Land Exchange Agreement - December 6, 2021**

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



## Agenda

SRF No 0169354

### **Brooklyn Boulevard Reconstruction Project – Northport School Land Conveyance**

#### **Robbinsdale School District Work Session**

**October 8<sup>th</sup>, 2018**

20

1. Brooklyn Boulevard Reconstruction Project Overview
2. Improvements near 55<sup>th</sup> Avenue and Frontage Road intersection / Northport School
3. Construction schedule
  - a. Anticipated improvements to occur Spring/Summer 2019
4. Proposed land conveyance between the City of Brooklyn Center and Robbinsdale School District
5. Next Steps / requested action
  - a. Temporary easement over entire parcel from Robbinsdale School District to construct improvements scheduled for 2019
  - b. Land conveyance to occur as separate action in 2019
  - c. Required school action (i.e. what type of agreement is necessary)



PARCEL ID: 0311821440005

OWNER NAME: Ind Sch Dist 281

PARCEL ADDRESS: 22 Address Unassigned,  
Brooklyn Center MN 00000

PARCEL AREA: 0.23 acres, 10,176 sq ft

A-T-B: Abstract

SALE PRICE:

SALE DATA:

SALE CODE:

ASSESSED 2020, PAYABLE 2021  
PROPERTY TYPE: Land-Commercial  
HOMESTEAD: Non-Homestead  
MARKET VALUE: \$0  
TAX TOTAL: \$0.00

ASSESSED 2021, PAYABLE 2022  
PROPERTY TYPE: Land Commercial  
HOMESTEAD: Non-homestead  
MARKET VALUE: \$0

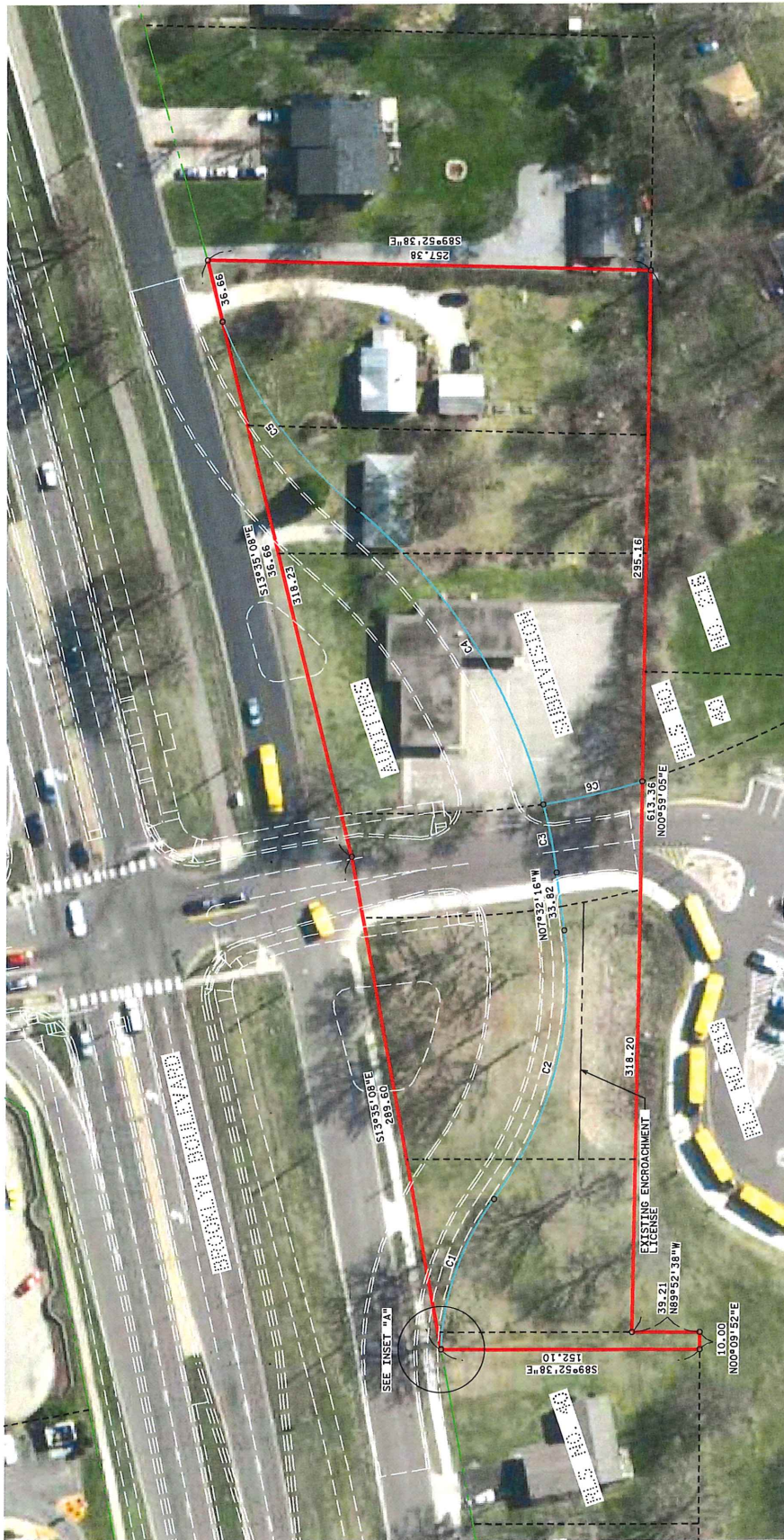
**Comments:**

This data (i) is furnished 'AS IS' with no representation as to completeness or accuracy; (ii) is furnished with no warranty of any kind; and (iii) is not suitable for legal, engineering or surveying purposes. Hennepin County shall not be liable for any damage, injury or loss resulting from this data.

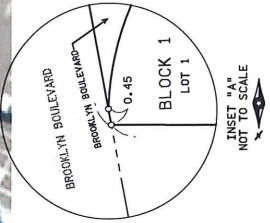
COPYRIGHT © HENNEPIN  
COUNTY 2021

OFFICIAL PLAT

# XXXXXXXXX ADDITION



CURVE	LENGTH	RADIUS	DELTA	CH. LENGTH	CH. BEARING
C1	95.10	152.00	32°09'32\"	91.65	S19°17'34\"W
C2	164.20	212.00	44°22'38\"	160.13	S14°39'04\"W
C3	201.52	310.00	36°33'08\"	40.56	S13°01'20\"E
C4	135.57	210.00	28°46'05\"	134.15	S35°41'05\"E
C5	135.57	210.00	28°46'05\"	134.15	S35°41'05\"E
C6	59.18	438.37	07°43'27\"	59.13	N77°19'16\"E

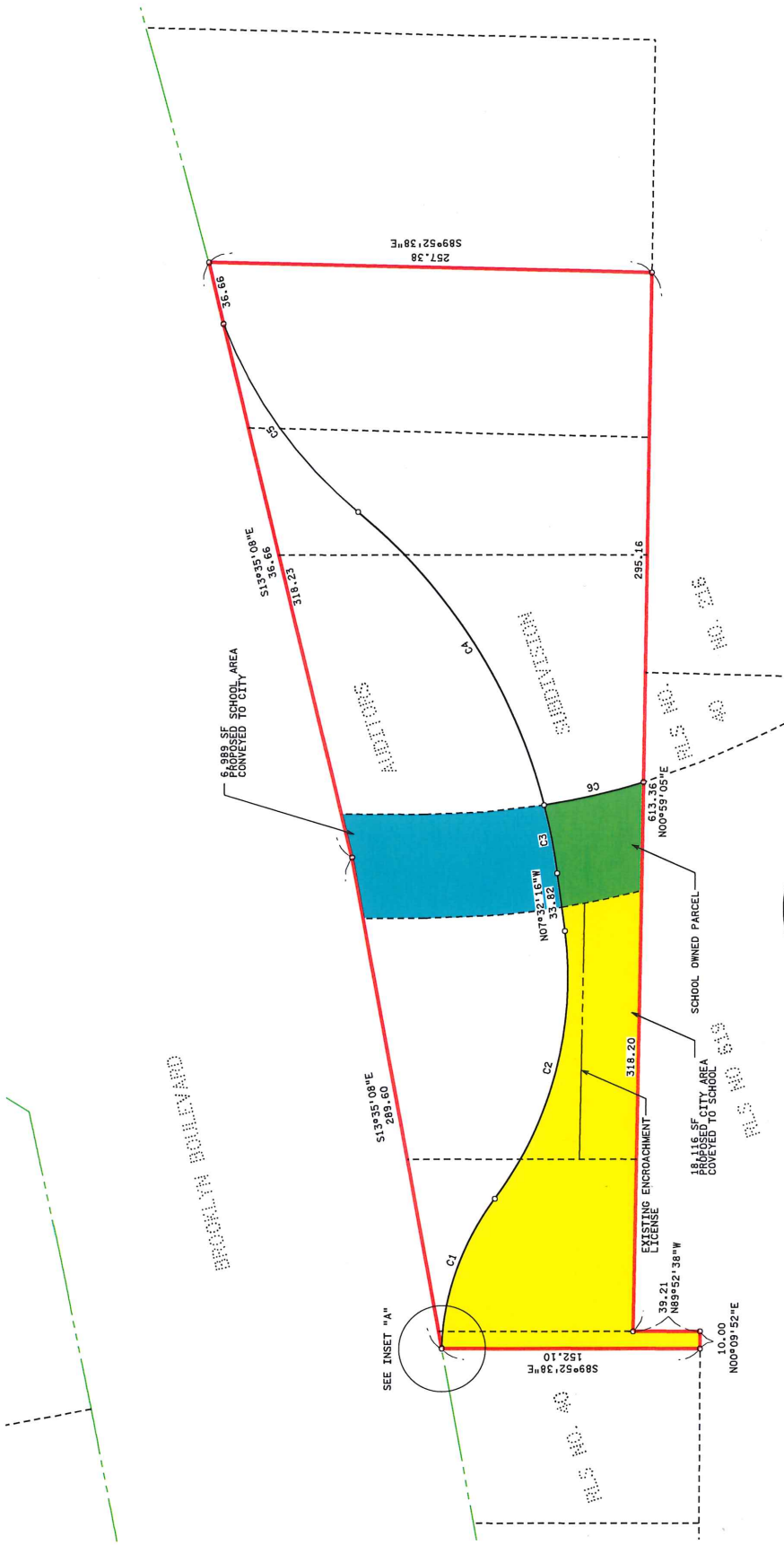


o DENOTES IRON MONUMENT SET  
1/2"X1/4" IRON MONUMENT  
MARKED LS 16679

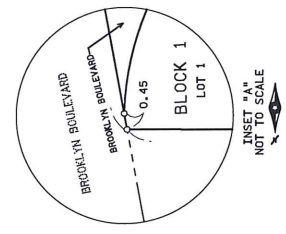


OFFICIAL PLAT

# XXXXXXXXX ADDITION



CURVE	LENGTH	RADIUS	DELTA	CH. LENGTH	CH. BEARING
C1	93.10	152.00	$32^{\circ}08'32''$	91.65	$S19^{\circ}17'34''W$
C2	164.20	232.00	$44^{\circ}22'38''$	160.13	$S14^{\circ}39'04''W$
C3	318.23	330.00	$55^{\circ}31'04''$	310.25	$S11^{\circ}17'20''E$
C4	204.82	330.00	$55^{\circ}31'04''$	200.15	$S11^{\circ}17'20''E$
C5	135.57	270.00	$28^{\circ}41'05''$	134.15	$S35^{\circ}21'05''E$
C6	59.18	438.97	$07^{\circ}43'27''$	59.13	$N77^{\circ}19'16''E$



o DENOTES IRON MONUMENT SET  
1/2"x1/4" IRON MONUMENT  
MARKED LS 16679



## LAND EXCHANGE AGREEMENT

This Land Exchange Agreement (“**Agreement**”) is made this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Brooklyn Center, a Minnesota municipal corporation (the “**City**”), the Economic Development Authority in and for the City of Brooklyn Center, a Minnesota body corporate and politic (the “**EDA**”), and Independent School District No. 281, Robbinsdale Area Schools, a Minnesota body corporate and politic (the “**District**”).

### RECITALS

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**WHEREAS**, the City owns certain property located in Brooklyn Center, Minnesota, which is legally described on Exhibit A attached hereto (the “**City Parcel**”); and

**WHEREAS**, the EDA owns certain property located in Brooklyn Center, Minnesota, which is legally described on Exhibit B attached hereto (the “**EDA Parcel**”); and

**WHEREAS**, the District owns certain property located in Brooklyn Center, Minnesota, which is legally described on Exhibit C attached hereto (the “**District Parcel**”); and

**WHEREAS**, the preliminary plat of “Brooklyn Center EDA First Addition” has been approved by the Brooklyn Center City Council which includes platting of the City Parcel, the EDA Parcel, and the District Parcel into two lots subject to right-of-way being dedicated to the City for Brooklyn Boulevard, with said plat being attached to this Agreement as Exhibit D (the “**Plat**”); and

**WHEREAS**, the City and the EDA wish to convey any interest that they have with respect to Lot 1, Block 1 of the Plat to the District (the “**New District Parcel**”); and

**WHEREAS**, the City and the District wish to convey any interest that they have with respect to Lot 1, Block 2 of the Plat to the EDA (the “**New EDA Parcel**”).

### AGREEMENT

1. **OFFER/ACCEPTANCE.** In consideration of the mutual agreements herein contained, the City and the EDA offer and agree to convey any interest that they have in the New District Parcel to the District and the City and the District offer and agree to convey any interest that they may have in the New EDA Parcel to the EDA. The District and the EDA accepts the parcels so offered.

2. **PLAT.** The parties agree to cooperate in facilitating the recording of the Plat.

3. **VALUE FOR STATE DEED TAX PURPOSES.** For purposes of determining values for State Deed Tax, the parties agree that the value of the New District Parcel is \$\_\_\_\_\_ and the value of the New EDA Parcel is \$\_\_\_\_\_.

4. **DEED/MARKETABLE TITLE:** Subject to performance by the EDA, the District and the City agree to execute and deliver Quit Claim Deeds following the recording of the Plat conveying

marketable title to the New EDA Parcel, as shown as Lot 1 Block 2 on the Plat, to the EDA, subject only to the following exceptions:

- A. Building and zoning laws, ordinances, state, and federal regulations.
- B. Reservation of minerals or mineral rights to the State of Minnesota, if any.
- C. Right-of-way, utility, and drainage easements that do not interfere with EDA's intended use of the property as shown on the Plat.

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Subject to performance by the District, the City and the EDA agree to execute and deliver Quit Claim Deeds following the recording of the Plat conveying marketable title to the New District Parcel , as shown as Lot 1 Block 1 on the Plat, to the District, subject only to the following exceptions:

- A. Building and zoning laws, ordinances, state, and federal regulations.
- B. Reservation of minerals or mineral rights to the State of Minnesota, if any.
- C. Right-of-way, utility, and drainage easements that do not interfere with the District's intended use of the property as shown on the Plat.

5. **DOCUMENTS TO BE DELIVERED AT CLOSING.** In addition to the Quit Claim Deed required by paragraph 4 above, the District and the City shall deliver to the EDA:

- A. Standard form Affidavit of Seller.
- B. Well disclosure certificate.
- C. Such other documents as may be reasonably required by the EDA's title examiner or title insurance company.
- D. Certified copies of the District's Board resolution and the City Council resolution approving this Agreement.

In addition to the Quit Claim Deed required by paragraph 4 above, the EDA and the City shall deliver to the District:

- A. Standard form Affidavit of Seller.
- B. Certified copies of the City Council resolution and EDA resolution approving this Agreement.
- C. Well disclosure certificate.
- D. Such other documents as may be reasonably required by District's title examiner or

title insurance company.

**6. MARKETABILITY OF TITLE.** Within a reasonable time after approval and execution of this Agreement by all parties, the EDA and the District may order a title insurance commitment for their respective new parcels at their expense. Each party shall have 10 business days after receipt of its title commitment to examine the same and to deliver written objections to title, if any, to the other party. Each party shall have 20 days after receipt of written objections to cure title defects, at the transferor's cost. In the event, that title to either parcel cannot be made marketable by the transferor by the Closing Date, then, at the option of the transferee, this Agreement shall be null and void.

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**7. ENVIRONMENTAL MATTERS.**

A. Each Party warrants that its property has not been used for production, storage, deposit, or disposal of any toxic or hazardous waste or substance, petroleum product or asbestos product during the period of time the Party has owned the property. The Parties further warrant that the Parties have no knowledge or information of any fact that would indicate its property was used for production, storage, deposit, or disposal of any toxic or hazardous waste or substance, petroleum product or asbestos product prior to the date the Party purchased its property.

B. Each Party and its agents shall have the right to enter upon the other's property after the date of this Agreement for the purpose of inspecting and the property it will acquire and conducting such environmental examination and tests as it deems necessary. Each Party agrees to indemnify the other, to the extent such indemnification is legally authorized, against any liens, claims, losses, or damage occasioned by the other Party's exercise of its right to enter and work on the property. Each Party agrees to provide the other Party with a copy of any report as a result of such examination and tests. If such environmental examination results in a finding that there are or may be pollutants or contaminants on the property, either Party may terminate this Agreement, at any time prior to the Closing Date.

**8. CLOSING DATE.** The closing of the exchange of the properties shall take place on a date to be mutually agreed upon by the Parties, but no later than \_\_\_\_\_, 2021. The closing shall take place at City's offices, 6301 Shingle Creek Parkway, Brooklyn Center, Minnesota, or such other location as mutually agreed upon by the parties.

**9. CLOSING COSTS AND RELATED ITEMS.** The EDA will be responsible for:

- A. Payment of fees charged in connection with the title commitment for the New EDA parcel;
- B. Recording fees of instruments required to establish marketable title in the New District Parcel;
- C. The premium for title insurance on the New EDA Parcel if the EDA elects to

- purchase such insurance;
- D. Recording fee for the deed for the New EDA Parcel;
- E. State Deed Tax and conservation fee attributable to the New EDA Parcel Deed; and
- F. The cost to plat the properties, including survey costs and any application and recording fees associated with the Plat.

The District will be responsible for:

- A. Recording fees of instruments required to establish marketable title in the New EDA Parcel;
- B. The premium for title insurance on the New District Parcel if the District elects to purchase such insurance;
- C. Recording fee for the deed for the New District Parcel; and
- D. State Deed Tax and conservation fee attributable to the New District Parcel Deed.

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Each party shall be responsible for its own attorneys' fees and costs.

**10. POSSESSION/CONDITION OF PROPERTY.**

- A. **Possession.** The Parties agree to deliver possession not later than date of Closing ("Date of Possession").
- B. **Condition of Property/No Personal Property.** Each Party shall deliver possession of its respective Parcel to the other Party on the Date of Possession in the same condition as the Parcel existed on the date of this Agreement. Each Party acknowledges the parcels are vacant land and there is no personal property included in this exchange.

**11. DISCLOSURE; INDIVIDUAL SEWAGE TREATMENT SYSTEM.** Each Party certifies to the other that it does not know of any individual sewage treatment systems on the property it will transfer.

**12. WELL DISCLOSURE.** Each Party certifies to the other Parties that it does not know of any wells on the property it will transfer.

**13. SELLER'S WARRANTIES.** Each Party warrants that there have been no labor or material furnished to the property for which payment has not been made. Each Party warrants that there are no present violations of any restrictions relating to the use or improvement of its respective property. These warranties shall survive the closing of this transaction.

**14. RELOCATION BENEFITS.** Each Party represents and asserts to the other that the transactions set forth in this Agreement will not cause the Party to be a displaced person within the meaning of Minnesota Statutes, Section 117.50, Subd. 3, and that it is therefore not entitled to any relocation assistance, services, payments or benefits under Minnesota Statutes, Section 117.52.

**15. BROKER COMMISSIONS.** Each Party represents and warrants to other that there is no

broker involved in this transaction with whom the Party has negotiated or to whom the Party has agreed to pay a broker commission.

**16. NO MERGER OF REPRESENTATIONS, WARRANTIES.** All representations and warranties contained in this Agreement shall not be merged into any instruments or conveyance delivered at Closing, and the parties shall be bound accordingly.

**17. ENTIRE AGREEMENT; AMENDMENTS.** This Agreement executed herewith constitutes the entire agreement between the Parties and no other agreement prior to this Agreement shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by all Parties or their respective successors or assigns.

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**18. BINDING EFFECT; ASSIGNMENT.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The Parties shall not assign its rights and interest hereunder without notice to the other Parties.

**19. NOTICE.** Any notice, demand, request, or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:

- a. If to the City: City of Brooklyn Center  
6301 Shingle Creek Parkway  
Brooklyn Center, MN 55430  
Attn: City Manager
  
- b. If to the EDA: Economic Development Authority of Brooklyn Center  
6301 Shingle Creek Parkway  
Brooklyn Center, MN 55430  
Attn: Executive Director
  
- with a copy to: Sarah J. Sonsalla  
Kennedy & Graven, Chartered  
Fifth Street Towers  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402
  
- c. If to the District: Robbinsdale Area Schools  
4148 Winnetka Avenue N.  
New Hope, MN 55427  
Attn: Superintendent

**20. SPECIFIC PERFORMANCE.** This Agreement may be specifically enforced by the parties, provided that any action for specific enforcement is brought within six months after the date of the alleged breach. This paragraph is not intended to create an exclusive remedy for breach of

this agreement; the parties reserve all other remedies available at law or in equity.

**21. COUNTERPARTS.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

**22. RECITALS.** The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

IN WITNESS WHEREOF, the parties have executed this agreement as of the above date.

**CITY OF BROOKLYN CENTER**

By: \_\_\_\_\_  
Mike Elliott  
Its: Mayor

By: \_\_\_\_\_  
Reginald Edwards  
Its: City Manager

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**ECONOMIC DEVELOPMENT  
AUTHORITY IN AND FOR THE CITY  
OF BROOKLYN CENTER**

By: \_\_\_\_\_  
Mike Elliott  
Its: President

By: \_\_\_\_\_  
Reginald Edwards  
Its: Executive Director

**INDEPENDENT SCHOOL DISTRICT NO. 281,  
ROBBINSDALE AREA SCHOOLS**

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

Its: Board Chair

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

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Its: Board Clerk

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE "CITY PARCEL"**

Tract F, Registered Land Survey No. 40, Hennepin County, Minnesota.

## EXHIBIT B

### LEGAL DESCRIPTION OF THE "EDA PARCEL"

The North 100 feet of that part of Lot 35, AUDITOR'S SUBDIVISION NO. 216, lying westerly of the center line of Minnesota State Highway No. 152; also the North 100 feet of the East 33 feet of Lot 34, in AUDITOR'S SUBDIVISION NO. 216, according to the recorded plat thereof, and situate in Hennepin County, Minnesota.

And

That part of the South 200 feet of the North 300 feet of Lots 34 and 35, AUDITOR'S SUBDIVISION NO. 216, Hennepin County, Minnesota lying north of the following described line: Commencing at a point in the west line of Lot 34 distant 256 feet south from the northwest corner thereof; thence easterly on a curve to the right having a radius 498.97 feet a distance of 127.17 feet; thence easterly on a tangent to said curve distant 35.68 feet to the east line of Lot 35, according to the recorded plat thereof, and situate in Hennepin County, Minnesota.

And

The North 95 feet of the South 230 feet of the North 755 feet of Lots 34 and 35, AUDITOR'S SUBDIVISION NO. 216, according to the plat thereof on file or of record in the Office of the County Recorder in and for Hennepin County, Minnesota.

And

The South 150 feet of the North 450 feet of Lots 34 and the South 150 feet of the North 450 feet of Lot 35 as measured on a line parallel with the west line of said Lot 35 all in AUDITOR'S SUBDIVISION NO. 26, Hennepin County, Minnesota EXCEPTING that part lying north of the following described line: Beginning at the point of intersection of southeasterly line of Lot 1, Block 3, BALFANY'S NORTHPORT 1ST ADDITION with the northeasterly line of Northport Drive as platted adjacent to Lots 1 and 2, Block 3, BALFANY'S NORTHPORT 1ST ADDITION; thence running northeasterly along the extension of the southeasterly line of said Lot 1 226.84 feet to the point of beginning of a curve to right having a radius of 438.97 feet and an arc length of 196.64 feet; thence running northeasterly along said curve to the right to its point of intersection with the west line of said Lot 34, said point of intersection being the actual point of beginning of the line to be described; thence continuing northeasterly along the arc of said curve to the end of said curve, said end of curve being a point in the south line of said North 300 feet of said Lots 34 and 35 and there terminating.

And

The South 75 feet of the North 525 feet of Lot 34 and the South 75 feet of the North 525 feet of Lot 35 as measured on a line parallel with the west line of said Lot 35, all in AUDITOR'S SUBDIVISION NO. 216, Hennepin County, Minnesota.

## EXHIBIT C

### LEGAL DESCRIPTION OF THE "DISTRICT PARCEL"

That part of Lots 34 and 35 lying northerly of the following described line: Commencing at the southeast corner of Lot 1, Block 3, BALFANY'S NORTHPORT 1ST ADDITION; thence northeasterly along the extension of the southeasterly line of said lot distance 256.84 feet; thence northeasterly on a tangential curve to the right having a radius of 438.97 feet a distance of 196.64 feet; thence easterly along tangent to said curve to the east line of Lot 35 and southerly of the following described line: Commencing at a point in the west line of Lot 34 distant 256 feet south from the northwest corner thereof; thence easterly on a curve to the right having a radius 498.97 feet a distance of 127.17 feet; thence easterly on a tangent to said curve a distance of 35.68 feet to the east line of Lot 35, AUDITOR'S SUBDIVISION NO. 216, Hennepin County, Minnesota.

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## School Board of Robbinsdale Area Schools

Business Meeting – December 6, 2021

**AGENDA SECTION:** Operations

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**ITEM:** 4.C. Approval of School Board - Governance Policy Committee

---

**COMMENTS BY:** John Vento, Board Treasurer

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The School Board will vote on the School Board - Governance Policy Committee.

**Recommended Action:**

It is recommended that the School Board of the District approves the School Board - Governance Policy Committee.

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### Approval of the School Board - Governance Policy Committee – December 6, 2021

	Yes	No	Abstention
Helen Bassett			
David Boone			
Sharon Brooks Green			
Greta Evans-Becker			
Michael Herring			
Sam Sant			
John Vento			

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

Adopted: \_\_\_\_\_

## SCHOOL BOARD – GOVERNANCE POLICY COMMITTEE

### **Purpose**

Review new and revised School Board policies, Board Bylaws, and the Board's Governance Policy before they are presented to the full board.

The role of the Committee is to:

- Oversee the review of all policies adopted by the board.
- Review recommended board action on those policies not specifically in the purview of another Board Standing Committee.
- Use the districts Equity Policy to inform the review of the districts and board policies along with its bylaws. Identify and eliminate any policies that impact student learning and resource allocation in a negative, unequitable, or biased way.
- Establish priorities in policy review and adoption, in consultation with the Superintendent and the administration. The committee will align with the district's annual review process for policies and procedures.
- Establish review and adoption of board bylaws and governance policies and sets review goals and schedules.
- Evaluate suggestions for School Board policy and recommend development of policies for adoption.

### **Membership**

Three board members, and the correct resources from cabinet/staff.

### **Meeting**

Determined by the committee and in coordination with the district's existing policy review process.



## School Board of Robbinsdale Area Schools

Business Meeting – December 6, 2021

**AGENDA SECTION:** Consent Agenda  
**ITEM:** 5. Approval of Consent Agenda  
**COMMENTS BY:** David Boone, Chair

Consent Agenda items are considered routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member so requests, in which the item will be removed as a Consent Agenda item and addressed. Consent Agenda items including administrative, personnel matters and financial matters.

**Recommended Action:** Approve the Consent Agenda items.

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### Approval of Consent Agenda – December 6, 2021

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

*\*\*Approved XXXX*

A Regular Meeting of the School Board of Robbinsdale Area Schools was held Monday, November 15, 2021, beginning at 7:00 p.m. in the Boardroom at the Robbinsdale Area Schools Education Service Center. A recording of the meeting can be found at <https://rdaleorg.finalsite.com/discover/school-board>, School Board Meeting Webcasts tab.

### **Call to Order and Roll Call**

Chair Boone called the meeting to order at 7:01 p.m. Directors present: David Boone, Sharon Brooks Green, Greta Evans-Becker, Sam Sant, and John Vento; and David Engstrom, Superintendent. Director(s) absent: Helen Bassett and Michael Herring. There was a quorum; and the meeting was called to order.

### **Acceptance of the Agenda**

Chair Boone asked for a motion to accept the Regular Meeting agenda for November 15, 2021. MOTION: Director Vento moved approval of the agenda, and Director Sant seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Boone, Brooks Green, Evans-Becker, Sant, and Vento. And the following voted against the same: none. Said motion was declared duly passed.

### **Arts Showcase and Sharing the Success**

- A. Elementary orchestra performed under the direction of Jeanne Kauffmann and Ken Schuster, and informed about the Elementary Fall Strings Festival on November 18, 2021 at Armstrong
- B. Recognition: Cooper High School students Jace Herman and Amber Scott presented their video project representing Minnesota 2021 Students In Action

### **Superintendent's Report**

- A. Recognition: NEA American Education Week, November 15-19, 2021
- B. Recognition: NEA Education Support Professionals Day, November 17, 2021
- C. Recognition: Cooper High School Football team made their first state tournament since 1996, and won the quarter-final game vs. Alexandria to advance to the semi-final game vs. Mahtomedi on November 19 at US Bank Stadium

### **Operations**

- A. *First Reading - Board Governance Policy Committee*
- B. *First Reading - City of Brooklyn Center/Northport Elementary Land Exchange Agreement*  
RECOMMENDED ACTION: to move for approval at the Monday, December 6, 2021 Business meeting
- C. *Approval of Resolution to Support the Form A Grant Application to the Minnesota State High School League (MSHSL) Foundation*  
MOTION: Director Evans-Becker moved approval of the resolution and Director Sant seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Boone, Brooks Green, Evans-Becker, and Sant. And the following voted against the same: none. Motion passed.
- D. *Approval of Closed Session pursuant to Minnesota Statute 13D.03 - Labor Negotiations Strategy*  
MOTION: Director Sant moved approval of the closed session and Director Evans-Becker seconded the motion. Upon a vote being take theron, the following voted in favor thereof: Directors Boone, Brooks Green, Evans-Becker, and Sant. And the following voted against the same: none. Said motion was declared duly passed.

### **Consent Agenda**

Consent Agenda items include administrative, personnel matters, and financial matters. MOTION: Director Herring moved approval and Evans-Becker seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Boone, Brooks Green, Evans-Becker, Herring, Sant, and Vento. And the following voted against the same: none. Said motion was declared duly passed.

## **Board Reports**

Each month Board Members share updates from their different committee assignments and attendance at district and community events.

Before the Regular Meeting, Director Evans-Becker facilitated the listening time held at 6 p.m. in the Boardroom at the Education Service Center. Five community members spoke regarding:

- building community and culture in the middle schools
- request for listening time to have full Board present
- request for weekly transportation updates
- lack of substitute teachers
- Financial Advisory Council (FAC) meetings missing members
- employee vaccine mandate
- request microphone for listening time speakers

Director Evans-Becker appreciated their speaking and perspectives. She shared that her district voicemail is now active. Director Evans-Becker also participated in the Tribal Nations Education Committee (TNEC) meeting with Robbinsdale Area Schools on October 27. This involved a pre-meeting with district staff to review what we're doing currently, then the meeting with TNEC to make sure we're supporting our native American students. Director Evans-Becker participated in a Charitable Giving fire painting fund-raiser at the Education Service Center, and experienced a night of joy in the annual Fall Music Festival on November 8, 2021 at Armstrong.

Director Vento attended the Legislative Action Coalition (LAC) on October 19, where they determined topics for their platform this year. This is a policy year for LAC, not a funding year. On October 25, Director Vento attended the Special Education Advisory Council (SEAC) meeting, where they had a speaker regarding emergency preparedness - focusing on students with disabilities. He said the speaker was amazing, and that the meeting was recorded to share. On November 9, Director Vento attended the Financial Advisory Council (FAC) meeting where they had a presentation regarding ESSER funds, reviewed the Other Post-Employment Benefits (OPEB) trust performance update, asked about assumptions, reviewed the enrollment update - validate models being built to base planning and enrollment policies.

Director Brooks Green is looking forward to participation in the LAC and Government Advisory Council/District 281 Partnership meetings She now has her district email and voicemail up and running. Director Brooks Green attended the Seven Dreams Education Foundation breakfast on November 3 and learned a lot about the organization and what they do to support district initiatives. She also attended the annual Fall Music Festival, and said it was wonderful. Director Brooks Green provided an update on Director Bassett, who is home recovering now, doing well and misses seeing everyone. She also discussed her concern with safety in other districts, and wants to make sure we stay ahead of it here.

Director Sant attended the Anoka Halloween Parade, which included the Armstrong Marching Band. He plans on attending the LAC meeting on November 18, where they will work on finalizing the topics of their platform. Director Sant also plans on attending the Community Connect meeting on December 14. In the end of October, Intermediate District 287 (ID 287) met, then shortly after closed their district down due to a COVID outbreak. They currently have a mask mandate for everyone in their buildings, as well as a vaccine/testing mandate for staff. Director Sant also talked about the superintendent search that is underway for ID 287 - they will be going through applications soon, and interviewing candidates - which may cause him to miss part of the December Board meetings for our district.

Chair Boone also provided an update on Director Bassett, who has been missing from meetings due to recent surgery. She is recovering well, we wish her well and she is tentatively scheduled to be back in person with us on December 6. On October 26 Director Boone attended the Community Education Advisory Council (CEAC) meeting where updates were provided on Adult Basic Academics, Adventure Club and youth enrichment programs. Director Boone will be attending the Redesign meeting on November 16, where there will be discussion around financing framework.

**Announcements** (can be found on our website)

## **Adjournment**

MOTION: Director Vento moved approval and Director Brooks Green seconded the motion. Upon vote being taken thereon, the following voted in favor thereof: Directors Boone, Brooks Green, Evans-Becker, Sant, and Vento. And the following voted against the same: none. Meeting was adjourned.

Prepared and submitted by:  
Molly Olson  
Assistant Clerk, Robbinsdale Area Schools  
Executive Assistant to the Superintendent and School Board

Signed: \_\_\_\_\_ Date: \_\_\_\_\_  
School Board Clerk, Independent School District 281

# Minutes of Closed Session

## The School Board of Robbinsdale Area Schools



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*\*\*Approved XXXX*

A Closed Session of the School Board of Robbinsdale Area Schools, ISD 281, was held November 15, 2021, beginning at 8:09 p.m. in the Superintendent's Office at the Robbinsdale Area Schools Education Service Center, 4148 Winnetka Avenue North, New Hope, Minnesota.

### 1. Call to Order and Roll Call

Chair David Boone called the meeting to order at 8:09 p.m.

Directors present: David Boone, Sharon Brooks Green, Greta Evans-Becker, Sam Sant and John Vento

Directors absent: Helen Bassett and Michael Herring

Other attendees: David Engstrom - Superintendent, Marti Voight - Assistant Superintendent, Amy O'Hern - Executive Director of Human Resources, Ukee Dozier - Executive Director of Finance, and Molly Olson - Executive Assistant to the Superintendent and School Board.

### 2. School Board

#### A. Closed Session pursuant of Minnesota Statute 13D.03, Labor Negotiations Strategy

Chair David Boone announced that in accordance with Minnesota Statute 13D.03, the meeting would be closed to the public for the purpose of labor negotiations strategy. Keeping with District Administrative Policy 205, the proceedings would be recorded.

### 3. Adjourn

Meeting adjourned at 8:48 p.m.

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School Board Clerk, Independent School District 281

# Minutes of Closed Session

## The School Board of Robbinsdale Area Schools



*\*\*Approved XXXX*

A Closed Session of the School Board of Robbinsdale Area Schools, ISD 281, was held November 22, 2021, beginning at 6:00 p.m. in the Superintendent's Office at the Robbinsdale Area Schools Education Service Center, 4148 Winnetka Avenue North, New Hope, Minnesota.

### 1. Call to Order and Roll Call

Chair David Boone called the meeting to order at 6:11 p.m.

Directors present: Helen Bassett (via Google Meet), David Boone, Sharon Brooks Green, Greta Evans-Becker, and John Vento

Directors absent: Michael Herring and Sam Sant

Other attendees: David Engstrom - Superintendent, Marti Voight - Assistant Superintendent, Amy O'Hern - Executive Director of Human Resources, Ukee Dozier - Executive Director of Finance, and Molly Olson - Executive Assistant to the Superintendent and School Board.

### 2. School Board

#### A. Closed Session pursuant of Minnesota Statute 13D.03, Labor Negotiations Strategy

Chair David Boone announced that in accordance with Minnesota Statute 13D.03, the meeting would be closed to the public for the purpose of labor negotiations strategy. Keeping with District Administrative Policy 205, the proceedings would be recorded.

*Due to a technical issue, the digital recorder did not capture the closed session on Monday, November 15, 2021. This is an additional closed session to reconvene with the same agenda, to ensure that the meeting is on record in a digital file.*

### 3. Adjourn

Meeting adjourned at 7:09 p.m.

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School Board Clerk, Independent School District 281

**LICENSED STAFF - December 6, 2021**

<b>NEW HIRE</b>				
<b>Name</b>	<b>Building</b>	<b>Title</b>	<b>Step/Lane</b>	<b>Effective Date</b>
Kory Bender	District Wide	1.0/District Sub	BA/2	11/22/2021
Matthew Cesare	District Wide	1.0/District Sub	BA/2	12/1/2021
Robert Griffiths	FAIR Crystal/PMS/RMS/SMS	1.0/Tech Integ Spec	MA30/10	11/30/2021
Sara Kosel	PMS	1.0/School Nurse	BA/7	11/15/2021
Joshua Kuhn	SMS	1.0/Science	BA/2	11/18/2021
Stephen Shapiro	PMS	1.0/Sp Ed	MA30/10	11/29/2021
Samilyn Skoog	NPE	1.0/Gr 2	BA/2	11/22/2021
Elizabeth Szymczak	FAIR Crystal/SEA at FAIR	1.0/Art	MA15/10	11/29/2021
Jacob Vyskocil	AHS	1.0/English	MA/2	12/1/2021
<b>RESIGNATION/RETIREMENT</b>				
Mary Haney	On Leave	English		02/23/2022
Katharine Leary	MLE/SEA/SOE/RVA	Art		11/05/2021
Morgan McCann	AHS	English		11/30/2021
Nicole Meyer-Johnson	FOE	Asst. Principal		11/24/2021
Amanda Nord	FAIR Crystal	Dance		11/24/2021
David Robins	SMS	Science		11/18/2021

**NON-LICENSED STAFF - December 6, 2021**

**NEW HIRE**

<b>Name</b>	<b>Building</b>	<b>Title</b>	<b>Step/Lane</b>	<b>Effective Date</b>
Mohamed Abdi	ESC	Program Assistant	LV7, Step 3	11/22/2021
Jamila Crutchfield	SOE	Special Ed EA	CL3, Step 3	11/23/2021
Javonne Giddens	ENE	Special Ed EA	CL3, Step 2	11/23/2021
Ayde Gonzalez Blanco	RSI	Nutrition Services	C2, Step 3	11/22/2021
Kathy Hughes	ESC	Program Director	LV7, Step 5	11/29/2021
Amran Ibrahim	CHS	Nutrition Services	C3, Step 3	11/22/2021
John Kline	ESC	Program Assistant	LV7, Step 4	11/29/2021
Alicia Merel Romero	NPE	Tutor EA	CL3, Step 3	11/22/2021
Anne Risvold	MLE	Media EA	CL3, Step 3	11/29/2021

**REHIRE**

<b>Name</b>	<b>Building</b>	<b>Title</b>	<b>Effective Date</b>
Marie Corbett	NHLC	ECFE EA	11/15/2021

**RESIGNATION/RETIREMENT**

<b>Name</b>	<b>Building</b>	<b>Title</b>	<b>Effective Date</b>
Champale Carter	NPE	ECFE EA	11/24/2021
Shatika Coleman	RMS	Office Employee	11/24/2021
Rose Donner	ENE	Food Service	08/25/2021
Brandi Hudson	MLE	Office Employee	11/19/2021
Annette Knapczyk (20 yrs.)	AHS	Special Ed EA	02/01/2022
Anne Mathena (25 yrs.)	LVE	Office Employee	06/30/2022
Gayle Matson	ZLE	Tutor EA	11/08/2021
Jamaal Palmer	SMS	Special Ed EA	11/24/2021
Reginal Smith Sr.	NOE	Tutor EA	11/23/2021
Kelly Stano (26 yrs.)	Warehouse	Program Assistant	01/17/2022



November 29, 2021

Mr. Jeff Connell  
Robbinsdale Area Schools – ISD #281  
4148 Winnetka Ave. North  
Minneapolis, MN 55427

RE: **Plymouth Middle School - 2022 LTFM  
Contract Award Letter**

Dear Mr. Connell:

This letter is concerning the contract awards for the above referenced project. Bids were received on November 16, 2021 and are summarized on the attached bid tabulation sheets. Listed below is the lowest responsible bidder and their base bid amount for purposes of contract award.

<b>Work Scope</b>		<b>Contractor, City, State</b>	<b>Bid Amount</b>	
WS 04-A	Masonry	Building Restoration Corporation Roseville, MN	Base Bid:	\$92,069.00
WS 06-A	Carpentry	Meisinger Construction Company St. Paul, MN	Base Bid:	\$112,000.00
WS 09-B	Tile	Grazzini Brothers & Company Eagan, MN	Base Bid:	\$58,500.00
WS 23-B	Combined Mechanical	Weidner Plumbing & Heating Co. St. Cloud, MN	Base Bid:	\$299,700.00
WS 26-A	Electrical	Muska Technologies Roseville, MN	Base Bid:	\$580,135.63.
WS 32-A	Asphalt Paving	Minnesota Roadways Co. Shakopee, MN	Base Bid	\$88,470.00

The total amount of the base bids is **\$1,230,874.63** which is within a reasonable variance from our cost estimates.

Please note, the attached email from Blackhawk Professional Construction Services, Inc. requesting to withdraw their bid from consideration due to an error in preparing their bid. In evaluating this request with district staff their recommendation is to accept the request without recourse.

If you have any questions regarding this information, please do not hesitate to contact me at 320-291-0347.

Very truly yours,  
KRAUS-ANDERSON® CONSTRUCTION COMPANY

Austin Gapinski  
Project Manager







## Gapinski, Austin

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**From:** Amy Harrison <amy@blackhawkpcs.com>  
**Sent:** Friday, November 19, 2021 11:06 AM  
**To:** Gapinski, Austin  
**Cc:** Steve Harrison; Chris Harrison  
**Subject:** Plymouth Middle School, November 16, 2021 bid

Austin,

After reviewing this project, we respectfully retract our bid. We did not include terrazzo in our price and are not able to perform that scope of work.

Please reach out to Steve or Chris, both copied on this email with any questions.

### Amy Harrison – Vice President

Blackhawk Professional Construction Services, Inc.

**Phone:** (952) 224-1915

**Mobile :** (651)336-7501

**Email:** [amy@blackhawkpcs.com](mailto:amy@blackhawkpcs.com)

165 Bridgepoint Drive

South Saint Paul, MN 55075



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## Announcements | December 6, 2021

**Wednesday, December 8, 2021**

**9:30 a.m.**

Interschool Council Meeting

**Thursday, December 9, 2021**

**5:00 p.m.**

World's Best Workforce Meeting

**Tuesday, December 14, 2021**

**5:30 p.m.**

Community Connect Meeting

**Wednesday, December 15, 2021**

**6:30 p.m.**

OPEB Advisory Committee Meeting

**Thursday, December 16, 2021**

**5:00 p.m.**

Legislative Action Coalition Meeting

**Monday, December 20, 2021**

**6:00 p.m. - School Board**

Listening Time, Regular Meeting

*Visit the district calendar on our website for additional details on these meeting/events.*

*Visit our school websites for activities and sporting event details.*



## School Board of Robbinsdale Area Schools

Business Meeting – December 6, 2021

**AGENDA SECTION:** Adjournment

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**ITEM:** 7. Adjournment

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**COMMENTS BY:** David Boone, Chair

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**Recommended Action:** Call the business meeting to a close.

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### Adjournment of Business Meeting – December 6, 2021

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_