

OFFICIAL
PROCEEDINGS OF THE BOARD
INDEPENDENT SCHOOL DISTRICT 281, ROBBINSDALE AREA SCHOOLS
REGULAR SCHOOL BOARD MEETING, EDUCATION SERVICE CENTER BOARDROOM
4148 Winnetka Avenue North, New Hope
September 7, 2004
7:00 p.m.

1. Call to Order and Roll Call

Johnson called the meeting to order at 7:05 p.m.

Present: Bassett, Brown, Green, Johnson, Moreira, Oetjens, Van Heel, directors; Stan Mack, superintendent.

2. Additions to Agenda

Superintendent Mack noted that Johnson would give the Listening Time Report. Agenda item 5.01.b. was removed and will be placed on the September 20, 2004 agenda.

3. Acceptance of Agenda

Brown moved approval of the agenda with changes. Oetjens seconded the motion and it carried unanimously.

4. Presentations and Special Reports

4.01. Superintendent's Recognition

4.01.a. Literacy Minnesota 6th Annual Awards

The superintendent and school board recognize and congratulated recipients of the 6th Annual Literacy Minnesota Adult Basic Education awards. An ABE Advocacy Award was presented to Lori Leininger, Rose Lawson and Lori Bona who work as a team in providing services through the Adult Academic Program at Robbinsdale/Courage Center. Andy Albee, an evening math teacher in the Robbinsdale Adult Academic Program for the past five years, was named the ABE Teacher of the Year. St. Jude Medical-Daig Division and Sheila McCutchan received an ABE Leadership and ABE Partnership award.

4.02. Legislative Update

Van Heel provided a legislative update.

4.03. Construction Update

Superintendent Mack noted that construction projects are going well.

4.04. West Metro Education Program Report

Moreira provided a WMEP update.

4.05. Listening Time Report

Johnson reported that two visitors were present to share concerns at Listening Time. One citizen shared concerns about the lack of district funding from the state. Another citizen spoke in support of the reorganization plan to balance the demographics at all three of our middle schools.

4.06. District 287 Report

Bassett provided an update from the recent District 287 meeting.

5. Consent Agenda

Superintendent Mack reviewed the Consent Agenda, including minutes of the August 16, 2004 regular board meeting, personnel matters, financial matters, contracts for services, gifts with thanks and other deposits in the amount of \$2,921.46, and grants for Robbinsdale Area Schools. Oetjens moved approval of the Consent Agenda. Moreira seconded the motion and it carried unanimously.

6. Consent Agenda items removed for discussion (None)

7. Teaching and Learning

7.01. Summer Programs Report

Gayle Walkowiak, Daryl Miller, Claire Vincent, Stephanie Crosby and Sandra Bengsten provided highlights of the district's summer programs in effect during June, July and August, including regular education, special education, summer activities and Starburst.

7.02. Policy on Survey Administration - first reading

Van Heel moved approval of the first reading of the Policy on Survey Administration. Brown seconded the motion and it carried unanimously.

8. Business

8.01. Robbinsdale School District 281 Change Orders

Moreira moved approval of change orders 8.01a, .8.01b, 8.01.c and 8.01.d. Oetjens seconded the motion and it carried unanimously. Oetjens moved approval of change order 8.01.e. Brown seconded the motion and it carried unanimously. Moreira moved approval of change orders 8.01.f, 8.01.g. and 8.01.h. Johnson seconded the motion and it carried unanimously.

<u>Item</u>	<u>Vendor</u>	<u>Change Order#</u>	<u>Amount</u>	<u>Project/School</u>
8.01.a	D.R. Frantz Concrete Construction, Inc.	1	\$ 1,116.00	Armstrong High School Phase III Masonry Wall Construction
8.01.b	Bor-Son Construction, Inc.	14	\$ 18,138.00	Armstrong High School Phase III Deferred Maintenance
8.01.c	Bor-Son Construction, Inc.	15	\$ 59,011.00	Armstrong High School Phase III Deferred Maintenance
8.01.d	Bor-Son Construction, Inc.	16	\$ 74,130.00	Armstrong High School Phase III Deferred Maintenance
	Total for Armstrong		\$ 152,395.00	
8.01.e	Merrimac Construction	11	\$ 31,141.00	Cooper High School Phase IV Deferred Maintenance
	Total for Cooper		\$ 31,141.00	
8.01.f	Rehbein Companies	3	\$ 14,500.00	RALC 2004 Site Improvements
8.01.g	Commercial Electric Solutions	4	\$ 38,714.00	RALC System Upgrades
8.01.h	Frerichs Construction Company	9	\$ 44,257.00	RALC Phase IV Deferred Maintenance
	Total for RALC		\$ 97,471.00	

8.02. Sale of RACEC

Green moved to waive the reading and approve the resolution to sell the property at 4139 Regent Avenue North in Robbinsdale. Moreira seconded the motion and a roll call vote was unanimous. The resolution follows.

RESOLUTION
 OF
 BOARD OF EDUCATION
 FOR
 INDEPENDENT SCHOOL DISTRICT NO. 281

(RACEC)

The Board of Education for INDEPENDENT SCHOOL DISTRICT NO. 281, a body politic and corporate under the laws of the State of Minnesota (the "School District"), at a duly called and noticed meeting of the Board of Education, held on this date, Tuesday, September 7, 2004, and during which meeting a quorum was present for the conduct of business at such meeting, hereby adopts the following resolution for and on behalf of the School District:

WHEREAS, the School District is the record owner of that real property located at 4139 Regent Avenue North, Robbinsdale, County of Hennepin, Minnesota, otherwise known as the Robbinsdale Area Community Education Center (the "RACEC Property"), all as legally described on Exhibit A attached hereto; and

WHEREAS, the School District is party to that certain Purchase Agreement, dated May 3, 2004, as amended by that certain First Amendment to Purchase Agreement, dated June 30, 2004, all by and between the School District, as seller, and Regent Square, LLC, a Minnesota limited liability company, n/k/a Parker Village LLC, a Minnesota limited liability company, as buyer (the "Buyer") (collectively, with any additional amendments thereto, if any, referred to herein as the "Purchase Agreement"), pursuant to which the School District has agreed to sell, and the Buyer has agreed to purchase, in accordance with the terms and provisions of the Purchase Agreement, the RACEC Property (the Purchase Agreement, together with any and all "Seller's Closing Documents" (as that term is defined in the Purchase Agreement), together with any additional closing agreements, instruments or other documents, including without limitation any closing escrow agreement, as may be reasonably contemplated by the Purchase Agreement or otherwise necessary to effectuate the terms and provisions thereof, collectively referred to herein as the "RACEC Transaction Documents"); and

WHEREAS, in accordance with the terms and provisions of the Purchase Agreement, and as a condition to the School District's obligations thereunder, each of the School District and the Buyer have entered into that certain Leaseback Agreement, dated August 2, 2004, by and between the Buyer, as landlord, and the School District, as tenant (collectively, with any amendments thereto, if any, referred to herein as the "Leaseback Agreement"), pursuant to which the School District shall lease back from the Buyer a portion of the RACEC Property for a period from and after the date of closing on the sale of the RACEC Property from the School District to the Buyer; and

WHEREAS, in accordance with the terms and provisions of the Purchase Agreement, and as a condition to the School District's obligations thereunder, the Robbinsdale Economic Development Authority, a body politic and corporate under the laws of the State of Minnesota ("REDA") executed and delivered to the School District, and the School District received and accepted from REDA, that certain Guaranty, dated as of July 28, 2004 (collectively, with any amendments thereto, if any, referred to herein as the "REDA Guaranty"), pursuant to which REDA guaranteed, in part, the "Guaranteed Obligations" (as that term is defined in the REDA Guaranty), including without limitation the payment and performance of various of the liabilities and obligations of the Buyer under the Purchase Agreement; and

WHEREAS, in accordance with the terms and provisions of the Purchase Agreement, and as a condition to the School District's obligations thereunder, each of the School District and REDA have entered into that certain Sale Agreement, dated as of July 28, 2004, by and between the School District, as seller, and REDA, as buyer (collectively, with any amendments thereto, if any, referred to herein as the "Sale Agreement"), pursuant to which the School District has agreed to sell, and REDA has agreed to purchase, in accordance with the terms and provisions of the Sale Agreement, that real property, consisting of approximately one (1) acre of land, together with building improvements located thereon, located at 3760 Lee Avenue North, Robbinsdale, County of Hennepin, Minnesota (the "Warehouse Property") (the Sale Agreement, together with any and all "Seller's Closing Documents" (as that term is defined in the Sale Agreement), collectively referred to herein as the "Warehouse Transaction Documents") (the RACEC Transaction Documents, the Leaseback Agreement, the REDA Guaranty, and the Warehouse Transaction Documents, collectively referred to herein as the "Transaction Documents");

NOW, THEREFORE, BE IT RESOLVED, that it is hereby deemed appropriate and in the best interests of the School District to execute, deliver, accept and/or receive, as applicable, and otherwise perform any and all of the obligations of the School District under, any and all of the Transaction Documents, including without limitation the following: (i) the conveyance by the School District to the Buyer of the RACEC Property, and the execution and delivery of all deeds of conveyance and other Transaction Documents necessary to effectuate such conveyance; (ii) the lease back of a portion of the RACEC Property pursuant to the Leaseback Agreement, and the execution and delivery of the Leaseback Agreement in connection therewith; (iii) the receipt and acceptance of the REDA Guaranty; and (iv) the conveyance by the School District to REDA of the Warehouse Property, and the execution and delivery of all deeds of conveyance and other Transaction Documents necessary to effectuate such conveyance.

BE IT FURTHER RESOLVED that the execution, delivery acceptance and/or receipt, as applicable, of any and all of the Transaction Documents, together with any further or additional deeds, instruments, affidavits, agreements or other documents related thereto, by the Chairperson or Vice Chairperson of the Board of Education for the School District, or by Thomas H. Walerius, the Executive Director of Administrative Services for the School District, for and on behalf of the School District, for purposes of facilitating and consummating the transactions contemplated by the Transaction Documents, are hereby authorized, directed, ratified if heretofore executed, delivered, accepted and/or received, and confirmed, such Transaction Documents, together with any further or additional deeds, instruments, affidavits, agreements or other documents related thereto, to be in such form and on such additional terms and conditions as the Chairperson or Vice Chairperson of the Board of Education for the School District, or Thomas H. Walerius, the Executive Director of Administrative Services for the School District, may approve, his or her authority and approval therefore to be conclusively evidenced by his or her execution, delivery, acceptance and/or receipt thereof.

CERTIFICATION

As the Chairperson of the Board of Education for the School District, I hereby certify that the Board of Education adopted this resolution at a meeting duly held, called and noticed for that purpose, and with a quorum being present, by a vote of 7 for, 0 against, and 0 absent or abstaining, this 7th day of September, 2004.

Linda Johnson, Chairperson

Legal Description

Parcel 1:

Lots 1 through 19, inclusive, Block 1, except that part of said Lots 1 and 19 shown as Parcel 255B on Minnesota Department of Transportation Right of Way Plat Numbered 27-122;

All of the abandoned alley in Block 1 lying between the extensions across it of the North and South lines of said Block 1, except that part thereof shown as Parcel 255B on Minnesota Department of Transportation Right of Way Plat Numbered 27-122;

That part of Lot 1 lying South of the North 5 feet of Lot 1, Block 2;

Lots 2 through 32 inclusive, Block 2, except that part of Lots 27, 28, 29, 30 and 31 shown as Parcel 255B on Minnesota Department of Transportation Right of Way Plat Numbered 27-122;

Those parts of Lots 33 through 35 and that part of Lot 36 lying South of the North 5 feet of Lot 36, which lie Easterly of a line extending from the Southwest corner of Lot 33 to a point on the North line of Lot 36 distant 35 feet East from the Northwest corner of Lot 36, all in Block 2;

That part of the abandoned alley in said Block 2 lying between the extensions across it of the South line of Block 2 and the South line of the North 5 feet of Block 2;

Lots 6 through 10 inclusive, Block 3;

That part of abandoned Scott Avenue North (formerly Auburn Avenue) lying between the Easterly extensions across it of the South line of Block 2 and the South line of the North 5 feet of Block 2, except that part thereof shown as Parcel 255B on Minnesota Department of Transportation Right of Way Plat Numbered 27-122;

That part of the South Half of abandoned 41st Avenue North (formerly Bonnie Street) lying between the extensions across it of the East and West lines of Lot 10, Block 3 and that part of the North Half of abandoned 41st Avenue North (formerly Bonnie Street) lying between the extensions across it of the East and West lines of Block 1;
All in Subdivision of Block Seven Robbinsdale Park.
Lots 13 through 22 inclusive, Block 8, Robbinsdale Park.
(Torrens property, Certificate No. 1099065)

Parcel 2:

That part of Block 15, Robbinsdale Park, and that part of abandoned 40-1/2 Avenue North (dedicated as College Place in Robbinsdale Park) which lie West of the Northerly extension of the West line of Lots 11 to 21 inclusive, Highland Terrace.

(Torrens property, Certificate No. 686035)

9. Administrative Matters

9.01. Employee Conduct Policy – second reading

Van Heel moved approval of the second reading of the Employee Conduct Policy. Oetjens seconded the motion and it carried unanimously.

9.02. Reorganization Options

Superintendent Mack provided a brief review of the proposed Reorganization Plan Options. He encouraged community members to review the presentation on the district's web site. The district will also request the local cable station to replay a previously recorded reorganization presentation throughout the next few weeks.

10. Board Rapport

Green welcomed back staff, students and parents and wished everyone a great school year. She commended the board for their objectivity in reviewing reorganization options. Oetjens highlighted the Community Education brochure. She commended the administration for their fine work in focusing on what's best for all students. Bassett welcomed back everyone. She thanked the RFT and Human Resources for a great welcome back breakfast and health fair. Van Heel welcomed back students and staff. She provided information about many programs on public education and funding. She encouraged everyone to be aware of education matters. Brown encouraged residents to ask candidates who are campaigning the hard questions about education and funding. Moreira encouraged community members to get more information about school State Report Cards and Adequate Yearly Progress. Johnson provided information on the upcoming Board Work Session; agenda topics include Superintendent Goals, Board Evaluation, Board Goals, Group Dialogues, Board Representatives to Organizations, 2005 Legislative Planning and MSBA Delegate Assembly and Resolutions. Superintendent Mack thanked everyone for their hard work in getting the new school year off to a great start.

11. Announcements

12. Adjournment

Van Heel moved to adjourn the meeting at 9:40 p.m. Oetjens seconded the motion and it carried unanimously.

Respectfully submitted,

Patsy Green, clerk of the board

Approved September 20, 2004

Linda Johnson, chairperson