

Work Session of the St. Anthony-New
Brighton School Board
Tuesday, July 21, 2026 6:00 PM

MS/HS Media Center
3303 33rd Ave NE
Entry available at door #16
St. Anthony, MN 55418

Agenda

1. Call to Order School Board Work Session
Speaker(s): Dr. Cassandra Palmer - Chair
2. Approval of Agenda
Speaker(s): Dr. Cassandra Palmer - Chair
3. Introduction of Dr. Steve Massey
Speaker(s): Dr. Steven Massey, Interim Superintendent and Hope Fagerland, Assistant Superintendent
4. Approval of Consent Agenda
Speaker(s): Dr. Cassandra Palmer - Chair
5. Reports
 - 5.1. Unison Contract
Speaker(s): Dr. Troy Urdahl, Director of Athletics, Activities and Facilities and Eric Brever
 - 5.1.a. Unison Contract
Speaker(s): Dr. Troy Urdahl, Director of Athletics, Activities and Facilities
 - 5.2. Boys' Volleyball Co-op
Speaker(s): Dr. Troy Urdahl, Director of Athletics, Activities and Facilities
 - 5.3. Monarch contract
Speaker(s): Dr. Troy Urdahl, Director of Athletics, Activities and Facilities
6. Action Items
 - 6.1. Q-Comp Memo
Speaker(s): Dr. Steven Massey, Interim Superintendent and Hope Fagerland, Assistant Superintendent
 - 6.2. P-Card
Speaker(s): Hope Fagerland, Assistant Superintendent
7. Discussion Items
 - 7.1. Board Sponsored Community Engagement Events
Speaker(s): Dr. Cassandra Palmer - Chair
8. Board Reports
 - 8.1. ISD282 District, Program, and Building Report
Speaker(s): Hope Fagerland, Assistant Superintendent
 - 8.2. School Board Member Reports
9. Adjourn School Board Meeting
Speaker(s): Dr. Cassandra Palmer - Chair

SCHOOL BOARD CONSENT AGENDA
July 21, 2026

PRESENTER(S): School Board Chair

1. Personnel

Hire(s)

Last Name	First Name	Position	School	Date Effective
West	Julia	Athletic Trainer & Administrative Assistant	SAVHS	7.01.26
Mercado	Andrew	SpEd Para	SAVHS	08.24.26
Cumbee	Elisabeth	SpEd Para	WP	08.24.26
Lejman	Devon	English LTS	SAVHS	08.19.26
Gustafson	Jinger	PE LTS	SAMS	08.19.26
Eussen	Anja	SpEd Para	WP	08.24.26
Mustafa Sadiq	Aisha	SpEd Teacher	WP	08.19.26
Bittner	Corrine	SpEd Para	SAVHS	08.24.26
Logan	Alycia	SpEd Para	SAVHS	08.24.26

Resignation/Separation(s)

Last Name	First Name	Position	School	Date Effective
Davies	Joshua	SpEd Para	SAVHS	06.30.26
Slye	Ashlee	School Nurse	District	06.29.26
Sears	Emerson	College & Career Readiness Coordinator	SAVHS	07.30.26

Leave Request(s)

Last Name	First Name	Position	School	Dates Effective
Potts	Amber	Physical Education	SAMS	07.21.26-06.30.27

2. Payment of Bills Checks Paid 06/04/026 & 06/17/26

01- General Fund	\$484,651.47
02- Food Service Fund	\$24,395.41
03- Transportation Fund	\$197,658.63
04- Community Serv Fund	\$16,608.12
05- Capital Expenditure Fund	\$58,827.87
08- Agency Fund	\$6,700.00
09- Trust Fund	\$3,806.10

25- Student Activities	\$84,109.40
Total: \$	\$876,757.00

3. Minutes - Meeting Minutes of June 16, 2026 work meeting session.

SUBJECT TO BOARD APPROVAL



Work Session of the St. Anthony-New Brighton School Board

Tuesday, June 16, 2026

6:00 PM

MS/HS Media Center, 3303 33rd Ave NE, Entry available at door #16, St.
Anthony, MN 55418

www.isd282.org/discover/school-board

Minutes

Attendance Taken at 6:01 PM.

Annie Bosmans: Present

Laura Haas: Present

Amy Kalar: Present

Cassandra Palmer: Absent

PJ Striker: Present

Daniel Turner: Present

Laura Haas attended virtually

1. Call to Order School Board Work Session

Discussion: Vice Chair PJ Striker called the meeting to order at 6:01 pm

Staff in attendance: Dr. Renee Corneille; Hope Fagerland; Laura Haupt-Coleman; Thomas Lee; Amy Kujawski; Conn McCartan (virtually); Dr. Kennietha Jones; Matt Menier; Dr. Troy Urdahl; Taylor Freund; Eric B. Brever; Destiny Sparks; Laurel Anderson, CESO

Laura Haas joined virtually.

2. Approval of Agenda

Action(s):

The recommended motion is to approve the 6/16/26 agenda as presented. This motion, made by Bosmans and seconded by Turner, Carried.

Voting Detail:

Annie Bosmans: Yea

Laura Haas: Yea

Amy Kalar: Yea

Cassandra Palmer: Absent

PJ Striker: Yea

Daniel Turner: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

3. Approval of Consent Agenda

St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

Action(s) :

The recommended motion is to approve the consent agenda as presented, including: minutes from 6/02/26 Regular Board meeting, personnel, and payment of bills. This motion, made by Kalar and seconded by Bosmans, Carried.

Voting Detail:

Annie Bosmans:	Yea
Laura Haas:	Yea
Amy Kalar:	Yea
Cassandra Palmer:	Absent
PJ Striker:	Yea
Daniel Turner:	Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

4. School Updates

- 4.1. Wilshire Park, St. Anthony Middle School and High School Principal Report
- 4.2. Curriculum Review and Updates
- 4.3. Community Teaching and Learning update
- 4.4. Literacy Plan (Read Act)
- 4.5. Human Resource Report

5. Discussion Items

- 5.1. Unison Contract

6. Action Item: Resolution Regarding Census

Action(s) :

The recommended motion is to approve the Resolution regarding Certification of Updated District Population Estimate. This motion, made by Bosmans and seconded by Turner, Carried.

Voting Detail:

Annie Bosmans:	Yea
Laura Haas:	Yea
Amy Kalar:	Yea
Cassandra Palmer:	Absent
PJ Striker:	Yea
Daniel Turner:	Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

7. Reports

- 7.1. ISD282 District, Program, and Building Report
- 7.2. Board Reports

8. Closed Session to Discuss Labor Negotiations

Action(s) :

The recommended motion is to move to a closed session pursuant to Minn. Stat. 13D.03 to discuss labor negotiations. This motion, made by Kalar and seconded by Bosmans, Carried.

Voting Detail:

Annie Bosmans:	Yea
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St. Anthony New Brighton
INDEPENDENT SCHOOL DISTRICT 282

Laura Haas: Yea
Amy Kalar: Yea
Cassandra Palmer: Absent
PJ Striker: Yea
Daniel Turner: Yea

Voting Summary: Yea: 5, Nay: 0, Absent: 1

Discussion: The meeting was moved to a closed session as expressly authorized by statute Minn. Stat. 13D.03 to discuss labor negotiations at 9:28 p.m.

9. **Adjourn Closed Session**

Discussion: The closed session was adjourned at 9:51 and the work session reconvened.

10. **Adjourn School Board Meeting**

Discussion: The 6/16/26 regular meeting was adjourned at 9:52 p.m.

Approved by: School Board Clerk or Board Chair

Signature: _____ Date: _____

Reinvested Scenerio

Assuming:
Initial Investment: \$740,000
Treasury bond Yield: (Current 30 year Treasury Yield- Estimate 5.09%)
Interest is **Reinvested** annually
Yield remains Constant

Year	Beginning Balance	Interest Earned (5.09%)	Ending Balance
1	\$740,000	\$37,666	\$777,666
2	\$777,666	\$39,583	\$817,249
3	\$817,249	\$41,598	\$858,847
4	\$858,847	\$43,721	\$902,568
5	\$902,568	\$45,941	\$948,509
6	\$948,509	\$48,269	\$996,778
7	\$996,778	\$50,736	\$1,047,514
8	\$1,047,514	\$53,318	\$1,100,832
9	\$1,100,832	\$56,032	\$1,156,864
10	\$1,156,864	\$58,884	\$1,215,749

\$475,748 Interest Earned
\$1,215,749 Value after 10 Years

Year	Beginning Balance	Interest (4%)	Ending Balance
1	\$740,000	\$29,600	\$769,600
2	\$769,600	\$30,784	\$800,384
3	\$800,384	\$32,015	\$832,399
4	\$832,399	\$33,296	\$865,695
5	\$865,695	\$34,628	\$900,323
6	\$900,323	\$36,013	\$936,336
7	\$936,336	\$37,453	\$973,790
8	\$973,790	\$38,952	\$1,012,742
9	\$1,012,742	\$40,510	\$1,053,252
10	\$1,053,252	\$42,130	\$1,095,383

\$355,381 Interest Earned
\$1,095,383 Value after 10 Years

Year	Beginning Balance	Interest (3.5%)	Ending Balance
1	\$740,000	\$25,900	\$765,900
2	\$765,900	\$26,807	\$792,707
3	\$792,707	\$27,745	\$820,452
4	\$820,452	\$28,716	\$849,168
5	\$849,168	\$29,721	\$878,889
6	\$878,889	\$30,761	\$909,649
7	\$909,649	\$31,838	\$941,487
8	\$941,487	\$32,952	\$974,439
9	\$974,439	\$34,105	\$1,008,545
10	\$1,008,545	\$35,299	\$1,043,844

\$303,844 Interest Earned
\$1,043,844 Value after 10 Years

If instead you purchased a Treasury and **took the interest as income rather than reinvesting**, the annual income would be approximately:

$\$740,000 \times 5.09\% =$ **\$37,666 per year**

\$376,660	10 Years- Interest Earned
\$740,000	Value after 10 years

$\$740,000 \times 4.00\% =$ **\$29,600 per year**

\$296,000	10 Years- Interest Earned
\$740,000	Value after 10 years

$\$740,000 \times 3.50\% =$ **\$25,900 per year**

\$259,000	10 Years- Interest Earned
\$740,000	Value after 10 years

Assumptions:

Starting investment: **\$740,000**
You withdraw **\$38,000 at the end of each year**
Remaining balance continues to earn interest
Rates stay constant for the full 10 years

Scenario 1: 5.09% Yield

Year	Start Balance	Interest	Balance Before Withdrawal	Withdrawal	End Balance
1	\$740,000	\$37,666	\$777,666	\$38,000	\$739,666
2	\$739,666	\$37,649	\$777,315	\$38,000	\$739,315
3	\$739,315	\$37,631	\$776,946	\$38,000	\$738,946
4	\$738,946	\$37,613	\$776,559	\$38,000	\$738,559
5	\$738,559	\$37,593	\$776,152	\$38,000	\$738,152
6	\$738,152	\$37,574	\$775,726	\$38,000	\$737,726
7	\$737,726	\$37,553	\$775,279	\$38,000	\$737,279
8	\$737,279	\$37,530	\$774,810	\$38,000	\$736,810
9	\$736,810	\$37,508	\$774,319	\$38,000	\$736,319
10	\$736,319	\$37,479	\$773,798	\$38,000	\$735,798

\$380,000 Withdrawl Amount
\$735,798 Balance at the end of 10 years

Scenario 2: 4.0% Yield

Year	Start Balance	Interest	Balance Before Withdrawal	Withdrawal	End Balance
1	\$740,000	\$29,600	\$769,600	\$38,000	\$731,600
2	\$731,600	\$29,264	\$760,864	\$38,000	\$722,864
3	\$722,864	\$28,915	\$751,779	\$38,000	\$713,779
4	\$713,779	\$28,551	\$742,330	\$38,000	\$704,330
5	\$704,330	\$28,173	\$732,503	\$38,000	\$694,503
6	\$694,503	\$27,780	\$722,283	\$38,000	\$684,283
7	\$684,283	\$27,371	\$711,655	\$38,000	\$673,655
8	\$673,655	\$26,946	\$700,601	\$38,000	\$662,601
9	\$662,601	\$26,504	\$689,105	\$38,000	\$651,105
10	\$651,105	\$26,044	\$677,149	\$38,000	\$639,149

\$380,000 Withdrawl Amount
\$639,149 Balance at the end of 10 years

Scenario 3: 3.5% Yield

Year	Start Balance	Interest	Balance Before Withdrawal	Withdrawal	End Balance
1	\$740,000	\$25,900	\$765,900	\$38,000	\$727,900
2	\$727,900	\$25,477	\$753,377	\$38,000	\$715,377
3	\$715,377	\$25,038	\$740,415	\$38,000	\$702,415
4	\$702,415	\$24,584	\$726,999	\$38,000	\$688,999
5	\$688,999	\$24,115	\$713,114	\$38,000	\$675,114
6	\$675,114	\$23,629	\$698,743	\$38,000	\$660,743
7	\$660,743	\$23,126	\$683,869	\$38,000	\$645,869
8	\$645,869	\$22,605	\$668,475	\$38,000	\$630,475
9	\$630,475	\$22,067	\$652,542	\$38,000	\$614,542
10	\$614,542	\$21,509	\$636,051	\$38,000	\$598,051

\$380,000 Withdrawl Amount
\$598,051 Balance at the end of 10 years

Results

Yield	Years Until Depleted
5.09%	95.4 years
4.00%	38.5 years
3.50%	33.3 years

Current Lease

	Current Lease 4%	2025 \$38,020	
Year	Payment Date	Rental Income	
1	10/1/2026	39540.80	
2	10/1/2027	41122.43	
3	10/1/2028	42767.33	
4	10/1/2029	44478.02	
5	10/1/2030	46257.14	
6	10/1/2031	48107.43	
7	10/1/2032	50031.73	
8	10/1/2033	52033.00	
9	10/1/2034	54114.32	
10	10/1/2035	56278.89	
	10/1/2036	58530.04	
		533261.12	
		533261.12	Rental Income Earned
		0.00	Value after 10 Years

Drafted by:
Sue-Hyung Shin
InfraUS Wireless I, LLC
P.O. Box 2070
Hamilton, MA 01982
Site: 307723

Record and Return to:
Tower Title, LLC
225 Newman Ave.
East Providence, RI 02916
File: UNI-235674-C

Mail Tax Statements to:
Independent School District No. 282
3303 33rd Avenue NE
Minneapolis, MN 55418

Parcel ID: 06-029-23-13-001

WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

THIS WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT (“Agreement”) is made as of the ____ day of _____, 2026 (“Effective Date”), by and between INDEPENDENT SCHOOL DISTRICT NO. 282, who acquired title as St. Anthony Joint Independent School District No. 2 in Hennepin and Ramsey Counties, Minnesota, a Minnesota public corporation, whose address is 3303 33rd Avenue NE, Minneapolis, MN 55418 (“Site Owner”) and InfraUS Wireless I, LLC, a Delaware limited liability company, whose address is P.O. Box 2070, Hamilton, MA 01982 (“Unison”). All references hereafter to “Unison” and “Site Owner” shall include their respective heirs, successors, personal representatives, lessees, licensees and assigns (Unison and Site Owner, collectively, “Parties”).

RECITALS

WHEREAS, Site Owner is the owner of that certain building and property (collectively, the “Property”) located in the City of St. Anthony, and County of Hennepin, in the State of Minnesota, having a street address of 3303 33rd Avenue NE, Minneapolis, MN 55418 and which Property is more particularly described on Exhibit A attached hereto.

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Unison full discharge and acquittance therefor, Site Owner and Unison agree to the following:

1. Grant of Easement.

- (a) Site Owner grants, bargains, sells, transfers and conveys to Unison:

(i) an exclusive easement in, to, under, and over the portion of the Property substantially as shown and/or described on Exhibit B-1 (“Communication Easement”) for the transmission and reception of any and all wireless communication signals and the construction, maintenance, repair, replacement, improvement operation, and removal of towers, antennas, buildings, fences, gates, generators, and related facilities (collectively, “Facilities”) and any related activities and uses related to digital and network infrastructure, including those necessary for Unison to comply with its obligations under the agreements listed on Exhibit C (“Existing Agreements”), together with the right to enter the Property and access the Easements described below, with appropriate notice to Site Owner and following reasonable protocols for vendors to school district facilities located in the state of Minnesota, except to the extent contrary to the terms of the Existing Agreement as of the Effective Date, twenty-four (24) hours a day, seven (7) days a week, as may be required in connection with the activities and uses described in this Agreement, and

(ii) a non-exclusive easement in, to, under, and over portions of the Property substantially as shown and/or described on Exhibit B-2 (“Access and Utility Easements,” “Communication Easement and Access and Utility Easements, collectively “Easements”), subject to reasonable rules and protocols commensurate with the operation of a school district facility for security and control of agents, workers, and employees of a tenant except to the extent contrary to the terms of the Existing Agreement as of the Effective Date, for ingress and egress to and from building risers, conduits, shafts, raceways, or other designated space to connect the telecommunications equipment to other locations inside or outside the building as necessary to support and maintain the Facilities, for ingress and egress to and from the Communication Easement and a publicly dedicated roadway, and for the installation, repair, replacement, improvement, maintenance, and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

- (b) The Parties agree that the Communication Easement includes, without limitation, (i) the portion of the Property leased by Site Owner under the Existing Agreements, and (ii) the portion of the Property upon which any Facilities are located on the Effective Date.

2. Assignment of Existing Agreements. Site Owner transfers and assigns to Unison, as of the Effective Date, all of its right, title, and interest in, to, and under the Existing Agreements, including without limitation, all rents, security deposits, and other monies due the Site Owner specified therein. The Parties intend that this Agreement serve as an absolute assignment and transfer to Unison of all rents and other monies due the Site Owner pursuant to the Existing Agreements. Unison assumes the obligations and liabilities of Site Owner under the Existing Agreements only to the extent that such obligations and liabilities (a) are not the responsibility of the Site Owner pursuant to the terms of this Agreement; and (b) accrue on or after the Effective Date.

3. Use of Easements. Consistent with the uses set forth in Section 1 above, Unison shall have the right to lease, license, transfer, or assign, in whole or in part, or permit the use of the Easements and its rights under this Agreement to any third parties, including communication service providers, tower operators, lessees and licensees under the Existing Agreements, and the affiliates, agents, contractors, invitees, and employees of Unison and its lessees or licensees (collectively, “Customers”), subject to reasonable rules and protocols regarding safety and security of school district facilities promulgated from time to time by the Site Owner in line with state law or commensurate with Minnesota standards for school districts, except to the extent contrary to the terms of the Existing Agreement as of the Effective Date.

4. Term. This Agreement and the Easements shall be for a forty (40) years commencing on the Effective Date. Notwithstanding the foregoing, in the event Unison and Customers voluntarily cease to use the Easements (as defined in Section 1) for a period of more than three years (for reasons other than casualty, condemnation or Act of God), the Easements shall be deemed surrendered. Unison may surrender the Easements for any reason or at any time by giving thirty (30) days’ notice to Site Owner. Upon surrender, this Agreement shall be terminated, and Unison and Site Owner shall execute and record such documents reasonably required to terminate the Easements. This Agreement may not be terminated by Site Owner except, however, if required by Minnesota law.

5. Improvements; Utilities. Unison and its Customers, may, at their discretion and expense, construct such improvements in, to, under, and over the Easements, consistent with the uses specified in Section 1, all of which shall be deemed part of the Facilities. The Facilities shall remain the property of Unison and its Customers, as applicable,

and Site Owner shall possess no right, title, or interest therein. In the event that utilities necessary to serve the Facilities cannot be installed within the Easements, Site Owner agrees to cooperate (at no cost to Site Owner) with Unison and to act reasonably and in good faith in granting Unison the right to locate such utilities on the Property without requiring the payment of additional fees; provided, however, that the Site Owner shall not be required to act in such manner for any such utilities deemed a hazard to students or the academic environment of a school district. If necessary, Site Owner shall, upon Unison's request, execute and record a separate written easement with Unison or the utility company to reflect such right. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact, with full power of substitution and resubstitution, to apply for and obtain any and all licenses, permits, consents, and approvals which may be required in connection with the use of the Easements by Unison and as necessary to comply with applicable laws, statutes or regulations.

6. Taxes. Site Owner is a public school district which is exempt from paying real property taxes on the Property. During the term of this Agreement, provided that Site Owner remains tax-exempt, Unison shall pay, on or before the due date, all present and future real property taxes, penalties, interest, roll-back or additional taxes, and all other fees and assessments, regardless of the taxing method (the "Taxes"), attributable to this Agreement and the Easements, accruing on or after the Effective Date. If Site Owner receives notice of any property tax assessment attributable to this Agreement or the Easements, Site Owner shall provide timely notice of the assessment and any related documentation to Unison. Site Owner shall execute any documents reasonably necessary to allow Unison to consent to or challenge such assessment, whether in a court, administrative proceeding, or other venue, on behalf of Site Owner and/or Unison. However, from and after the date that Site Owner ceases to be tax-exempt (whether due to a change in Site Owner entity or a change in applicable tax laws), then Site Owner shall be solely responsible for the payment of Taxes attributable to the Property, this Agreement, and the Easements, except to the extent that any such Taxes are the obligation of Customers under new or Existing Agreements. Within ten (10) days of receiving a request from Unison, Site Owner shall furnish to Unison a copy of each bill for any such Taxes and evidence of Site Owner's payment of such bill. In the event that Site Owner fails to pay any Taxes when due, Unison shall have the right, but not the obligation, to pay such Taxes on behalf of Site Owner. Site Owner shall reimburse Unison for the full amount of such Taxes paid by Unison on Site Owner's behalf within five (5) business days of Site Owner's receipt of an invoice from Unison. Unison shall use commercially reasonable efforts to enforce the tax provisions under the Existing Agreements and shall include and enforce substantially similar tax provisions in any agreements with new Customers.

7. Property Maintenance and Access. Except to the extent maintenance is the obligation of any tenants under any Existing Agreements, Site Owner shall be solely responsible for the maintenance of the building or any other portion of the Property, and Unison and Customers shall agree and take reasonable steps to accommodate reasonable maintenance of the structure which may include, without limitation, temporary downtime or removal of equipment to accommodate such maintenance, except to the extent contrary to the terms of the Existing Agreement as of the Effective Date. Site Owner agrees to provide Unison and its Customers access to and from the Easements and all other space in the building and Property consistent with the grant of the Easements set forth in Section 1 above, twenty-four (24) hours a day, seven (7) days a week. Unison shall abide Site Owner's Access Policies and Procedures existing as of the date hereof, and reasonable amendments thereto in line with Minnesota law and commensurate standards for school districts located within Minnesota, a copy of which is attached hereto as Exhibit E. Unison shall assist in enforcing such Access Policies and Procedures with its new Customers.

8. Representations; Other Covenants of Site Owner. Site Owner represents, warrants and agrees that: (a) it is the legal owner of indefeasible and marketable title to the Property with the right, power, and authority to enter into this Agreement and to grant the Easements to Unison, and any consents and authorizations required in connection with the execution and delivery of this Agreement have been obtained; (b) except for the Existing Agreements and as disclosed on Exhibit D, no leases, mortgages, deeds of trust, or other encumbrances affect the Property as of the Effective Date, (c) Site Owner will comply with all governmental laws, rules, and regulations applicable to the Property; (d) Site Owner has delivered to Unison true, correct, and complete copies of the Existing Agreements, and, to Site Owner's best knowledge, no party is in default of any of their respective obligations under the Existing Agreements; (e) no party under the Existing Agreements has advised of any intention to exercise, nor have they exercised, any right of early termination set forth in its Existing Agreements, and further, no party has requested a reduction in the rental amount or escalator due under the Existing Agreements; (f) Site Owner has no past or current claims for utilities, taxes, or other charges against tenants under the Existing Agreements; (g) Site Owner hereby waives all claims against said tenants and Unison for reimbursement of any future charges or expenses paid by Site Owner on behalf of Unison or said tenants unless Site Owner forwards evidence of the charge or expense and payment thereof for reimbursement within three (3)

months of the date incurred; (h) as of the Effective Date, Site Owner shall not, without the prior written consent of Unison, amend or modify the Existing Agreements in any respect or exercise any rights granted by Site Owner to Unison under this Agreement, including, without limitation, any and all rights and remedies of Site Owner under the Existing Agreements; (i) notwithstanding anything to the contrary in this Agreement, Site Owner shall comply with all obligations of the lessor under the Existing Agreements which relate to the use, ownership, and operation of the Property; and (j) Site Owner shall not use nor permit its affiliates, licensees, invitees, or agents to use any portion of the Property either directly, indirectly, or by action or inaction, in a manner which could result in default of the Existing Agreements or otherwise interfere with the operations of Unison or any Customers.

9. Environmental Covenants and Indemnity. Site Owner represents that it has not permitted or engaged in the use of, and has no knowledge of, any substance, chemical or waste (collectively “Substance”) located on, under, or about the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state, or local law or regulation. Neither Site Owner nor Unison will introduce or use any such Substance on, under or about the Property in violation of any applicable law or regulation. No underground storage tanks for petroleum or any other Substance, or underground piping or conduits, are or have previously been located on the Property, and no asbestos-containing insulation or products containing PCB or other Substances have been placed anywhere on the Property by Site Owner or, to Site Owner’s knowledge, by any prior owner or user of the Property. Site Owner and Unison shall each defend, indemnify, protect, and hold the other party harmless from and against all claims, costs, fines, judgments, and liabilities, including attorney’s fees and costs, arising out of or in connection with the presence, storage, use, or disposal of any Substance on, under, or about the Property caused by the acts, omissions, or negligence of the indemnifying party and their respective agents, contractors, and employees. The foregoing indemnity shall survive any termination of this Agreement. The Seller certifies that the seller does not know of any wells on the described real property.

10. General Indemnity. In addition to the Environmental Indemnity set forth above, Site Owner and Unison shall each indemnify, defend, and hold the other harmless against any and all costs (including reasonable attorney’s fees) and claims of liability or loss arising (a) due to the breach of any representation, warranty, or covenant of such indemnifying party set forth herein; and (b) out of the use or occupancy of the Property and Easements by the indemnifying party. This indemnity shall not apply to any claims to the extent arising from the gross negligence or intentional misconduct of the indemnified party.

11. Assignment; Secured Parties. Unison has the unrestricted right to assign, mortgage, or grant a security interest in all of Unison’s interest in and to this Agreement and the Easements, and may assign this Agreement and the Easements to any such assignees, mortgagees, or holders of security interests, including their successors and assigns (“Secured Party” or, collectively, “Secured Parties”) to the extent of Unison’s interest in the Premises. Site Owner agrees to notify Unison and Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) simultaneously of any default by Unison and give Secured Parties the same right to cure any default. If a termination, disaffirmation, or rejection of this Agreement shall occur, pursuant to any laws (including any bankruptcy or insolvency laws), Site Owner will notify Secured Parties (provided Unison has given Site Owner notice and contact information of Secured Parties) promptly and Site Owner shall enter into a new easement agreement with any such Secured Party upon the same terms of this Agreement, without requiring the payment of any additional fees. If any Secured Party shall succeed to Unison’s interest under this Agreement, such Secured Party shall have no obligation to cure and no liability for any defaults of Unison accruing prior to the date that such Secured Party succeeds to such interest. Site Owner hereby waives any and all lien rights it may have, statutory or otherwise, in and to the Easements and/or the Facilities or any portion thereof.

12. Estoppel Certificate. At any time during the term hereof, each party shall have the right to deliver to the other a statement of such party certifying: (i) that this Agreement is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the modified Agreement is in full force and effect); (ii) whether or not, to the best knowledge of the responding party, the requesting party is in default in performance of any of its obligations under this Agreement, and, if so, specifying each such default; (iii) that there are no amounts due to the responding party from the requesting party; and (iv) any other information reasonably requested concerning this Agreement (the “Estoppel Certificate”). In the event the responding party fails to dispute the Estoppel Certificate by delivery to the requesting party of a notice specifying the nature and circumstances of any matter in the Estoppel Certificate that is disputed by the responding party within ten (10) days of receipt of the Estoppel Certificate, then all matters specified in the Estoppel Certificate shall be deemed true and correct, and the Estoppel Certificate shall thereafter be binding on the Parties, Secured Party or any party designated by the requesting party, and all of such parties

may thereafter rely on the Estoppel Certificate as a conclusive statement of fact by the responding party as to the matters set forth therein.

13. Additional Customers. It is the intent of the Parties to encourage the addition of Customers to the Communication Easement during the term hereof. Site Owner hereby irrevocably constitutes and appoints Unison as its true and lawful attorney-in-fact with full power of substitution and resubstitution to negotiate and consummate leases, licenses, and other agreements of use with Customers having a duration beyond the term of this Agreement, provided that such new agreements with new Customers include substantially similar terms to the following: If, upon the reasonable determination of Site Owner's Board of Education that the continuing tenancy or equipment used by said new Customer creates an unreasonable and detrimental risk to the health, learning, or safety of the students, staff, or faculty utilizing the Property, or the equipment is substantially and verifiably dangerous to the structure of the Property itself, Unison shall terminate said new agreement upon one (1) calendar year's from receipt of written notice documenting such risk or danger from Site Owner to Unison. Site Owner ratifies and acknowledges the right of Unison to enter into such agreements, and the Property and Site Owner will be bound by such agreements throughout this Agreement for any reason. Site Owner agrees that it shall not, directly or indirectly, divert or solicit the business of any of Unison's Customers on behalf of itself or on behalf of any third party, nor shall Site Owner directly or indirectly grant or permit any third party (except for Unison and its Customers) rights to use any portion of the Property for wireless communication purposes such as those described in Section 1. Site Owner agrees that any agreement entered into in violation of the foregoing shall be null and void *ab initio*. Site Owner shall, prior to granting or transferring such interest, notify Unison with a copy of the offer including the price and terms thereof, and Unison shall notify Site Owner of its exercise of its right of first refusal within thirty (30) days after its receipt of said notice. The foregoing is a continuing right in favor of Unison and shall not be extinguished by Unison's exercise or non-exercise of such right on one or more occasions. Upon the grant or transfer of the Property, or any portion thereof, to a third party, Site Owner shall immediately notify Unison in writing of such grant or transfer, with the name and address of the purchaser.

14. Condemnation. In the event of any condemnation of the Easements in whole or in part, Unison shall be entitled to file claims against the condemning authority for, and to receive, the value of the portion of the Easements so taken, business dislocation expenses and any other award or compensation to which Unison may be legally entitled. Site Owner hereby assigns to Unison any such claims and agrees that any claims made by Site Owner will not reduce the claims made by Unison.

15. Covenant Running with the Land. The provisions of and covenants contained in this Agreement shall run with the land and shall bind and inure to the benefit of the Parties and their respective successors, heirs and/or assigns as their interests may appear.

16. Dispute Resolution.

(a) If Unison fails to perform any of its obligations under this Agreement or any contemporaneous agreement executed herewith, Site Owner agrees to notify Unison and any Secured Parties, provided Unison has given Site Owner notice and contact information of Secured Parties, in writing of any default by Unison, and to give Unison and/or any Secured Parties the right to cure any default within a period of not less than sixty (60) days from Unison's receipt of the written default notice. Unison and/or any Secured Parties shall either (i) cure such default within a period of not less than sixty (60) days from Unison's receipt of the written default notice, or (ii) assign to Site Owner the right to pursue Customers at law and in equity, including specific performance and self-help, to cure such default, except to the extent that such remedies are limited under the Existing Agreements or permit termination of the applicable Customer agreement. . Any and all damages for which Site Owner may be compensated is limited to the actual damages of Site Owner. In the event that any dispute or claim arises that could impair the use or possession of the Facilities by Unison or its Customers, Unison shall have the right to seek injunctive relief, without the necessity of posting a bond.

(b) Except as set forth in subsection (a) above, in the event of any dispute arising out of this Agreement, the following dispute resolution process shall be followed: (i) upon a party's written notice of dispute to the other party, authorized representatives of the Site Owner and Unison shall, through a good faith negotiation, attempt to settle a written resolution within thirty (30) days, and (ii) if such negotiation attempts fail, the dispute shall be submitted by the parties to a mutually agreed upon arbitrator for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association ("AAA") and using the Federal Rules of Evidence and Civil Procedure. In the event the parties are unable to mutually agree to an arbitrator, each party shall

select their own arbitrator, and each such arbitrator shall thereafter mutually agree on a third arbitrator, and the majority decision by all such arbitrators shall be final and binding on the parties. Each party shall pay one-half of all arbitrator professional fees and the prevailing party in any proceedings under this section shall be entitled to recover all costs incurred in connection therewith, including reasonable legal fees.

17. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed given one (1) business day after posting with a nationally recognized overnight courier service, or the earlier of receipt or ten (10) days after posting by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth hereinabove, with required copy to Unison to legalnotices@unisoninfra.com. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

18. Miscellaneous. (a) This Agreement and all Exhibits attached hereto constitute the entire agreement and understanding of Site Owner and Unison with respect to the subject matter of this Agreement, and supersedes all offers, negotiations and any other written or verbal agreements; (b) any amendments to this Agreement must be in writing and executed by both parties; (c) this Agreement is governed by the laws of the State in which the Property is located; (d) if any term of this Agreement is found to be void or invalid, such provision shall be fully severable herefrom and such invalidity shall not affect the remaining terms of this Agreement, which shall continue in full force and effect, and this Agreement shall be reformed and construed as if such invalid provision had never been contained herein, and if possible, such provisions shall be reformed to the maximum extent permitted under applicable law to render same valid, operative and enforceable to reflect the intent of the Parties as expressed herein; (e) upon the request of Unison, Site Owner shall execute a Memorandum of this Agreement and such plats or surveys as deemed reasonably necessary by Unison for recordation in the public records of the County in which the Property is located; (f) the paragraph headings of this Agreement have been inserted for convenience of reference only, and shall in no way modify or restrict the terms of this Agreement; (g) Site Owner acknowledges that Unison has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; and (h) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"SITE OWNER":

INDEPENDENT SCHOOL DISTRICT NO. 282,
who acquired title as St. Anthony Joint Independent
School District No. 2 in Hennepin and Ramsey
Counties, Minnesota,
a Minnesota public corporation

By: _____
Name: _____
Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

On the ____ day of _____, 2026, before me, personally came _____, to me known to be the individual(s) described in and who executed the foregoing instrument and acknowledged to me that he/she/they executed the same.

WITNESS my hand and official seal.

Signature: _____
Commission No.: _____
My Commission Expires: _____

(Affix Notarial Seal)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

"UNISON":

INFRAUS WIRELESS I, LLC,
a Delaware limited liability company

By: _____
Name: Sue-Hyung Shin
Title: Managing Director

STATE OF WASHINGTON)
) ss:
COUNTY OF KING)

On this ____ day of _____, 2026, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Sue-Hyung Shin, to me personally known, who being by me duly sworn did say that he is the Managing Director of said InfraUS Wireless I, LLC; that no seal has been procured by the said limited liability company, and that said instrument was signed on behalf of said limited liability company by authority of its Manager and/or Members, and the said Managing Director acknowledged the execution of said instrument to be the free act and deed of said limited liability company, by it and by him voluntarily executed.

Notary Public in and for said County and State

Printed Name: _____

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY

Lands lying and being in the County of Hennepin and State of Minnesota described as follows:

All that part of the Southwest Quarter of the Northeast Quarter of Section 6, Township 29, Range 23, lying East of the West 20 acres thereof, according to the Government survey thereof.

Torrens Certificate No. 270002

Parcel ID#: 06-029-23-13-0001

This being the same property conveyed to St. Anthony Joint Independent School District No. 2 in Hennepin and Ramsey Counties, Minnesota from Arvid E. Carlson & Son, Inc., a Minnesota corporation, and County of Hennepin, per that Order dated June 28, 1957, and recorded June 28, 1957, as Instrument No. 533129, in Hennepin County, Minnesota.

EXHIBIT B-1

COMMUNICATION EASEMENT

The portion of the Property leased by Site Owner under the Existing Agreements or on which any Facilities exist on the date of this Agreement, and the portion of the Property described as follows:

The existing T-Mobile lease areas at the Property, building, and rooftop, including, but not limited to, the T-Mobile lease areas comprising of approximately 2,250 square feet floor space exterior to but on the rooftop of the existing building located at the Property including the surface of the top, exterior, and interior sides of the existing penthouse/rooftop unit area, walls located on the rooftop, and the equipment platform located on rooftop (the "Ground Premises"); and adjacent air space, the approximate locations of which are shown in the site plans attached to the Existing Agreements, a copy of which can be obtained by contacting Unison at realestate@unisoninfra.com, and any interior space in the building or equipment space on the ground ("Equipment Area") and those portions of the rooftop and building walls necessary for the cable runs and trays connecting the antennas and equipment on the rooftop with the Equipment Area, together with an additional three fifty (300) square feet of space in aggregate at the Property, building, and rooftop, in a location and configuration to be mutually agreed upon by Site Owner and Unison, each acting reasonably.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

EXHIBIT B-2

ACCESS AND UTILITY EASEMENTS

That portion of the Property provided by Site Owner under the Existing Agreements for access and utility providers, including the following:

Access and Utility Easement:

All rights of ingress and egress across the Property, including over any access roads, any overhead or underground cable and utility runs, and all other areas (if any) necessary to provide physical access by personnel and equipment from the nearest public right of way, and utilities from the nearest service, to or from the to and from the Communication Easement providing access to a publicly dedicated roadway, including but not limited to **33rd Avenue NE**, along with the right to use said ingress/egress easement for the development, repair, maintenance and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses, including an easement for access and utility purposes 10.00 feet in width, over, under and across the Southwest Quarter of the Northeast Quarter of Section 6, Township 29, Range 23, Hennepin County, Minnesota. The centerline of said easement is described as follows:

Commencing at the southeast corner of said Northeast Quarter; thence South 89 degrees 30 minutes 06 seconds West, bearings based on Hennepin County Coordinate Grid, along the south line of said Northeast Quarter, a distance of 1967.75 feet; thence North 00 degrees 29 minutes 54 seconds West a distance of 172.63 feet to the point of beginning of said center line to be described; thence South 89 degrees 27 minutes 00 seconds West a distance of 63.55 feet; thence South 00 degrees 29 minutes 54 seconds East a distance of 139.57 feet to the north line 33rd Avenue Northeast and said centerline there terminating.

Containing 2,031 square feet.

Together with a non-exclusive easement in, to, under, and over portions of the Property for ingress and egress to building risers, conduits, shafts, raceways, or other designated space to connect the telecommunications equipment to other locations inside or outside the building as is necessary to install wiring, electronic equipment, and other personal property, and to support and maintain the Facilities, along with the right to use said easement for the development, repair, maintenance, and removal of utilities providing service to the Communication Easement and the Facilities, and any related activities and uses.

Site Owner herein agrees that this legal description may be substituted at a later date upon presentation of a survey of the property more clearly defining the location thereof.

EXHIBIT C

EXISTING AGREEMENTS

Site Owner assigns and transfers to Unison, as of the effective date herein, all of its right, title and interest in, to and under any existing wireless lease or license agreements, and any amendments, modifications, and assignments thereof, affecting any portion of the Property, including, without limitation, the following:

That certain Communications Site Lease (“Lease”) between Independent School District No. 282 (“Lessor”) and T Mobile Central LLC, a Delaware Limited Liability Company (“Lessee”) dated March 1, 2022.

Site Owner hereby authorizes Unison to replace this Exhibit C if information becomes available to more accurately describe the agreement(s) listed above, and upon delivery to Site Owner, such revised Exhibit C shall be deemed to be the final agreement between the Parties with respect to this Exhibit.

EXHIBIT D

TITLE ENCUMBRANCES

“None”

EXHIBIT E

_____ (year) Access Policies and Procedures

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of _____, 2023 (the "Effective Date") between INDEPENDENT SCHOOL DISTRICT NO. 282], who acquired title as St. Anthony Joint Independent School District No. 2 in Hennepin and Ramsey Counties, Minnesota, a Minnesota public corporation, ("Seller"), having an address at 3303 33rd Avenue NE, Minneapolis, MN 55418, and InfraUS Wireless I, LLC, a Delaware limited liability company ("Buyer"), having an address at P.O. Box 2070, Hamilton, MA 01982.

A. Seller owns that real property located in the City of St. Anthony, and County of Hennepin, in the State of Minnesota, having a street address of 3303 33rd Avenue NE, Minneapolis, MN 55418 ("Property"), portions of which are leased pursuant to Existing Agreements (defined below) for the installation, operation, and maintenance of a cell site and/or telecommunications equipment (collectively, the "Facilities").

B. Seller desires to convey, and Buyer desires to acquire, a wireless communications easement and the Seller's interest as landlord under the Existing Agreements.

NOW, THEREFORE, on the terms and subject to the conditions set forth in this Agreement, the parties agree as follows:

1. Sale and Purchase of Assets.

1.1 On the Closing Date (defined in Section 4.1), Buyer shall pay to Seller the purchase price of Seven Hundred Forty Thousand and No/100 (\$740,000.00) Dollars (the "Purchase Price"). Seller shall transfer and convey to Buyer: (a) all of Seller's right, title, and interest of Seller in the lease(s) identified in Section 2.1 hereinbelow (the "Existing Agreements"), including without limitation, all rents, security deposits, and other monies due to Seller thereunder; and (b) a wireless communications easement together with access and utilities easements, the form of which is attached as Exhibit A (the "Easement") (collectively, the "Transferred Assets").

2. Representations and Warranties.

2.1 Seller represents and warrants to Buyer that the information below is true, complete, and accurately describes the Existing Agreements:

That certain Communications Site Lease ("Lease") between Independent School District No. 282 ("Lessor") and T Mobile Central LLC, a Delaware Limited Liability Company ("Lessee") dated March 1, 2022.

Tenant/Rent Payor:	T Mobile Central LLC
Current Rent and Escalator:	\$3,168.37 paid monthly/annually; 4% annual
Next Rent Payment:	First day of month after Closing Date
Final Expiration:	10/16/2036
Security Deposit/Other:	None

2.2 Seller represents and warrants to Buyer that: (i) it is the owner of fee simple title to the Property and has the right and authority to execute this Agreement; (ii) it has delivered to Buyer complete and accurate copies of the Existing Agreements, including all amendments and relevant correspondence; (iii) the Existing Agreements are in full force and effect, and to the best of Seller's knowledge, neither party is in default under the Existing Agreements; (iv) it has not accepted any prepaid rent beyond the most recent payment due under the Existing Agreements; (v) the Existing Agreements are freely assignable to Buyer without the consent of any party; (vi) as of the Closing Date, no rents due under, or other interest in, the Existing Agreements will have been assigned to any party other than Buyer or pledged or encumbered in any way; (vii) to Seller's knowledge, the Existing Agreements are not subject to any impending cancellation or breach; and (viii) no litigation, proceeding, investigation, or inquiry is pending or, to Seller's knowledge, threatened which, if sustained, would enjoin or prevent the consummation of this transaction or would materially and adversely affect Buyer's use and enjoyment of the Transferred Assets.

2.3 Seller covenants and agrees with Buyer that between the Effective Date and the Closing Date, Seller will: (a) promptly advise Buyer of the occurrence of any event or condition that has or could materially and adversely affect the Transferred Assets; (b) not sell, transfer, lease, mortgage, pledge, or subject to a lien, claim, or encumbrance any of the Transferred Assets; and (c) not modify or extend, or negotiate to modify or extend, the Existing Agreements without the prior consent of Buyer.

2.4 Seller agrees not to disclose any of the terms of this Agreement to any third parties, excepting its legal and tax advisors, without Buyer's prior written consent. Prior to the Closing or termination of this Agreement, Seller shall not negotiate, solicit, or entertain any offers to sell or assign any interest in the Transferred Assets with any other party.

2.5 Seller acknowledges that Buyer is entering into this Agreement in reliance upon the representations and warranties made by Seller herein. Seller shall indemnify, defend, and hold harmless Buyer for any claim or harm suffered by Buyer due to any breach or failure of such representations or warranties.

3. Due Diligence Period.

3.1 Commencing upon the Effective Date and extending for up to thirty (30) days thereafter, Buyer may conduct any due diligence investigations related to the Property and the Easement as Buyer deems appropriate ("Due Diligence Period"). The Due Diligence Period shall be reasonably extended to the extent that any delay of Buyer's investigations is caused by Seller.

3.2 Seller shall provide to Buyer all information and documentation reasonably requested by Buyer for Buyer's due diligence investigations to the extent that such information and documentation exists and is reasonably available to Seller. Upon reasonable notice, Seller will permit Buyer and its representatives to perform any surveys, environmental analyses, and other examinations as Buyer deems reasonably appropriate.

3.3 If any mortgage, deed of trust, lien, security interest, or other encumbrance affects the Property, Seller shall exercise good faith efforts to obtain a non-disturbance agreement in a form acceptable to Buyer from each such mortgagee prior to the expiration of the Due Diligence Period. The Due Diligence Period shall be reasonably extended until the non-disturbance agreements are provided to Buyer.

3.4 The Due Diligence Period shall be reasonably extended to the extent that any third-party consents (including waiver of any right of first refusal set forth in the Existing Agreements) and approvals for the transfer or conveyance of the Easement and the Existing Agreements are outstanding. Seller warrants that prior to closing, all such third-party consents, waivers, and approvals have been obtained and will not contain any condition that would have a material adverse effect on Buyer's use and enjoyment of the Transferred Assets.

4. Closing; Closing Date.

4.1 The closing (the "Closing") will take place in escrow with Buyer's title company on a mutually satisfactory date and time no later than seven (7) days following the satisfaction of the Buyer's due diligence investigations (the "Closing Date").

4.2 On the Closing Date, Seller will execute and/or deliver to Buyer: (a) the Easement; (b) the Net Profits Agreement (if applicable); (c) non-disturbance agreement (if applicable); (d) settlement statement; (e) tenant notices; and (f) such documents as the Title Company may reasonably request including, without limitation, W-9 form, owner's affidavits relating to title, FIRPTA affidavit, and if applicable, good standing certificates and resolutions.

4.3 On the Closing Date, Buyer will deliver to Seller countersigned documents and the Purchase Price, adjusted in accordance with Section 5 hereinbelow.

5. Taxes; Closing Costs; Other Charges; Prorations.

5.1 Buyer shall pay all fees for its own due diligence examinations. Buyer shall pay all recording fees and Seller shall pay all state, county, and local transfer taxes (including sales, excise, conveyance, and stamp taxes), if any, applicable to the transfer of the Transferred Assets. Whether or not this transaction is consummated, each of Buyer and Seller will pay its respective expenses, income and other taxes, and costs (including, without limitation, the fees, disbursements, and expenses of its attorneys, accountants, and consultants) incurred by it in negotiating and carrying out this transaction.

5.2 Rents for the remainder of the month of closing and two months thereafter shall be prorated as of the Closing Date (or if rent is paid annually, then the prepaid annual rent shall be prorated as of the Closing Date) and credited to Buyer. Any security deposits will be credited to Buyer. If Seller receives payment under any Existing Agreements after the Closing Date for rental periods not already credited to Buyer, it will promptly endorse and forward the checks to Buyer.

6. Termination.

6.1 In the event that Buyer determines that any aspect of its due diligence investigations is unsatisfactory, Buyer may terminate this Agreement upon notice to Seller. Seller may terminate this Agreement upon written notice to Buyer if Buyer does not proceed to Closing by the expiration of the Due Diligence Period.

6.2 If this Agreement is terminated in a manner permitted by Section 6.1, this Agreement will become void and of no further force and effect, and neither of the parties will have any liability to the other party with respect to this Agreement. Notwithstanding the foregoing, any indemnity provisions of this Agreement shall survive such termination and nothing in this Section 6.2 will relieve any party from liability it may have hereunder for a breach of this Agreement prior to such termination.

7. Notices. Notices will be effective if and when sent by registered or certified U.S. mail or reputable same-day or overnight courier, postage prepaid or otherwise accounted for by sender, and sent to the addresses set forth in the preamble above with required copy to Buyer at legalnotices@unisoninfra.com. Any party may change the address to which notices are to be addressed by giving the other party notice in the manner set forth in this Section.

8. Governing Law; Jurisdiction. The validity, interpretation, and performance of this Agreement will be determined in accordance with the laws of the state in which the Property is located. The prevailing party in any proceedings in connection with this Agreement shall be entitled to recover all reasonable costs incurred in connection therewith, including reasonable legal fees.

9. Miscellaneous. This Agreement including schedules and exhibits contains the entire agreement among the parties with respect to its subject matter and supersedes all negotiations, prior discussions, agreements, letters of intent, and understandings, written or oral, relating to the subject matter of this Agreement. Neither this Agreement nor any term hereof may be amended, modified, supplemented, waived, discharged or terminated other than by a written instrument signed by Seller and Buyer. The representations, warranties, and covenants in sections 2, 3, and 5 shall survive Closing for a period of one (1) year.

10. Successors and Assigns. This Agreement will be binding upon Seller and Buyer and their respective successors and assigns. Notwithstanding the immediately preceding sentence, Seller may assign its rights and delegate its duties under this Agreement only upon the prior written consent of Buyer.

11. Counterparts. This Agreement may be executed in any number of scanned or photographic counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

“Seller”:

INDEPENDENT SCHOOL DISTRICT NO. 282,
who acquired title as St. Anthony Joint Independent
School District No. 2 in Hennepin and Ramsey
Counties, Minnesota,
a Minnesota public corporation

By: _____
Name: _____
Title: _____
Date: _____

“Buyer”:

InfraUS Wireless I, LLC,
a Delaware limited liability company

By: _____
Name: Sue-Hyung Shin
Title: Managing Director
Date: _____

EXHIBIT A

WIRELESS COMMUNICATION EASEMENT AND ASSIGNMENT AGREEMENT

NET PROFITS AGREEMENT

THIS NET PROFITS AGREEMENT ("Agreement") is made as of the ____ day of _____, 2026 ("Effective Date") by and between INDEPENDENT SCHOOL DISTRICT NO. 282, whose address is 3303 33rd Avenue NE, Minneapolis, MN 55418 ("Site Owner") and InfraUS Wireless I, LLC, a Delaware limited liability company, whose address is P.O. Box 2070, Hamilton, MA 01982 ("Unison"). All references hereafter to "Unison" and "Site Owner" shall include their respective heirs, successors, personal representatives, lessees, licensees, and assigns (Unison and Site Owner, collectively, "Parties").

RECITALS

WHEREAS, Site Owner is the owner of that certain real property having a street address of 3303 33rd Avenue NE, Minneapolis, MN 55418 ("Property");

WHEREAS, as of even date herewith, the Parties entered into a Wireless Communication Easement and Assignment Agreement (the "Easement Agreement"), pursuant to which Site Owner granted to Unison certain easements in the Property (the "Easement"), and assigned to Unison certain existing leases and license agreements (collectively, "Existing Agreements") that require the lessees or licensees thereunder to pay rents, license payments, escalations, and any other amounts (such amounts, collectively the "Rent");

WHEREAS, the Parties agree that "Scheduled Rent" means the cumulative amount of Rent due to Unison in accordance with the provisions of the Existing Agreements allocable to the Property on an equitable basis, so as to avoid a situation whereby Unison intentionally enters into an agreement with a New Customer (as hereafter defined) at another property at a higher rent in exchange for a lower rent with the same New Customer at the Property, as of the Effective Date; for purposes of determining Scheduled Rent, Rent under each Existing Agreement shall be deemed to continue to escalate throughout the term of the Easement Agreement;

WHEREAS, the Parties recognize that Unison may enter into leases, licenses, or other agreements with new customers other than tenants under the Existing Agreements or their successors, assigns, or other parties claiming rights therethrough ("New Customers") demising portions of the Easement outside the premises demised in the Existing Agreements (such agreements, collectively "New Agreements");

WHEREAS, the New Agreements may result in Unison actually receiving Rent that is greater than Scheduled Rent ("Excess Revenue");

NOW, THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which Site Owner does hereby acknowledge and grant Unison full discharge and acquittance therefor, Site Owner and Unison agree to the following:

1. Stipulation and Acknowledgement. The Parties stipulate, acknowledge, and agree that this Agreement: (i) does not constitute an "executory contract" under Section 365 of the United States Bankruptcy Code, 11 U.S.C. § 365, and (ii) is non-executory in nature and therefore is not subject to rejection under Section 365 of the United States Bankruptcy Code, 11 U.S.C. § 365. The Parties stipulate, acknowledge, and agree that this Agreement does not impose any continuing obligations on the Site Owner whatsoever.

2. Acknowledgement Concerning Effect of Easements. The Parties acknowledge and agree that, pursuant to the Easement Agreement, only Unison is entitled to collect and receive Rent.

3. Excess Revenue. Notwithstanding the acknowledgement contained in Section 1 above, Unison shall pay to Site Owner, on a monthly basis, fifty percent (50%) of all Excess Revenue, if any, from the Rent actually received by Unison from New Customers (the "Net Profits Payment"). Unison shall remit the Net Profits Payment to Site Owner on the fifteenth (15th) day or first business day thereafter of each month throughout the term hereof, based on the amount of Excess Revenue, if any, actually received by Unison during the preceding month, less any costs and expenses actually incurred by Unison due to the failure of Site Owner to comply with its obligations under the Easement Agreement and any other amounts due to Unison under the Easement Agreement.

4. Scheduled Rent. The obligation of Unison to pay any amounts to Site Owner pursuant to this Agreement is expressly subject to the condition that Unison shall have received the full amount of Scheduled Rent due to Unison as of that date. If at any time, the Rent actually received by Unison is less than Scheduled Rent, then Unison

shall retain all Rent until such time as Unison has received the full amount of Scheduled Rent which would then be due to Unison.

5. Termination. This Agreement shall terminate, and the payment and other obligations of Unison hereunder shall immediately cease and be of no effect upon termination or expiration of the Easement Agreement.

Default. In the event of a monetary default ("Default") hereunder, Site Owner shall provide Unison with written notice of the Default, and Unison shall have fifteen (15) days from its actual receipt of such notice to cure same. If Unison fails to cure the Default within the foregoing grace period, then Site Owner's remedy for a breach of this Agreement shall be specific performance or recovery of the amount of Site Owner's actual damages for such breach of this Agreement, except that Site Owner may terminate this Agreement for continuing default; provided however, that Unison shall not be liable or responsible to Site Owner for lost profits or any other damages which are indirect, consequential, exemplary, or punitive. Upon a Party's written notice of dispute to the other Party, an authorized representative of Site Owner and Unison shall through a good faith negotiation, attempt to settle a written resolution within thirty (30) days. If such negotiation attempts fail, the dispute shall be submitted by the Parties to a mutually agreed upon arbitration for a binding and final arbitration decision in accordance with the rules of the American Arbitration Association and using the Federal Rules of Evidence and Civil Procedure. Each Party shall pay one-half of all arbitrator professional fees and the prevailing party, in any proceedings under this Section, shall be entitled to recover all costs incurred in connection therewith, including reasonable legal fees.

6. Audit. At Site Owner's request, Unison will promptly notify Site Owner of the monetary terms of any New Agreements. Upon at least thirty (30) days prior written notice to Unison delivered on or before the end of the calendar year following the calendar year to be audited, Unison shall also provide Site Owner with an annual accounting of all Customers at the Easement and the amounts received from such Customers. In the event that Site Owner fails to deliver such a request to Unison on or before December 31 of any year, all accountings, statements, and payments delivered by Unison to Site Owner for the immediately preceding year shall be deemed accurate and binding on the Parties, and Site Owner shall thereafter have no right whatsoever to dispute same. Site Owner shall bear all reasonable costs of the audit, including, without limitation, reasonable copying costs.

7. Notices. All notices, requests, demands and other communications hereunder shall be in writing and delivered by a nationally recognized overnight courier service or by registered or certified mail, return receipt requested, to the addresses of Site Owner and Unison set forth on hereinabove, with required copy to Unison at legalnotices@unisoninfra.com. Either party may change its notice address by providing a new recipient name and address by notice as set forth in this paragraph.

8. Absence of Certain Representations or Warranties. Site Owner acknowledges that Unison has not made any representations or warranties to Site Owner concerning the amount of revenue, if any, to which Site Owner may be entitled to receive pursuant to the Agreement, and Unison hereby disclaims all such representations and warranties.

9. No Joint Venture or Partnership. Neither party shall be, or hold itself out to be, the agent of the other party and neither party shall have the authority to bind or commit the other party. Neither party shall be empowered to accept legal process on behalf of the other party. Nothing contained in this Agreement shall be deemed to create a partnership or joint venture between the Parties.

10. Miscellaneous. (a) The recitals and prefatory phrases and paragraphs set forth above are hereby incorporated in full and made a part of this Agreement; (b) this Agreement constitutes the entire agreement and understanding of the Parties with respect to the subject matter of this Agreement, and supersedes all offers, negotiations, and any other written or verbal agreements; (c) Site Owner acknowledges that Unison has not provided any legal or tax advice to Site Owner in connection with the execution of this instrument; (d) this Agreement is governed by the laws of the state in which the Property is located; and (e) this Agreement may be executed in any number of counterparts, each of which shall, when executed, be deemed to be an original and all of which shall be deemed to be one and the same instrument.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first written above.

SITE OWNER:

INDEPENDENT SCHOOL DISTRICT NO. 282

By: _____

Name: _____

Title: _____

UNISON:

INFRAUS WIRELESS I, LLC,

a Delaware limited liability company

By: _____

Name: Sue-Hyung Shin

Title: Managing Director

**RESOLUTION OF THE BOARD OF EDUCATION OF
INDEPENDENT SCHOOL DISTRICT NO. 282, HENNEPIN COUNTY, MINNESOTA
AND CERTIFICATE OF INCUMBENCY**

the Board of Education of Independent School District No. 282, Hennepin County, Minnesota, a corporation (the "District") does hereby consent to and adopt the following resolutions for and on behalf of the Board:

WHEREAS, the District owns the property located at 3303 33rd Avenue NE, Minneapolis, MN 55418, and more particularly identified on Exhibit A attached hereto (the "Property"); and

WHEREAS, the District entered into that certain Communications Site Lease ("Lease") dated March 1, 2022 (the "Lease"), whereby the District leased a portion of the Property to T Mobile Central LLC and its successors and assigns (collectively the "Lessee") for the purpose of installing, operating, maintaining, and repairing a rooftop cellular antenna and rooftop and ground related equipment; and

WHEREAS, pursuant to the terms and conditions of the Lease and various associated agreements, the District receives monthly income from the Lessee related to the use of the Property ("Income Stream"); and

WHEREAS, the District has been approached by InfraUS Wireless I, LLC, a Delaware limited liability company ("Unison") concerning the potential sale of the Income Stream to Unison pursuant to the terms and conditions of the Lease; and

WHEREAS, the District desires to enter into agreements with Unison concerning the potential sale of the Income Stream; and

WHEREAS, the District entered into that certain Terms of Agreement dated February 20, 2026 with Unison's affiliate Unison US OpCo, LLC; and

WHEREAS, the District desires to grant certain easements ("Easement") in and to a portion of the Property, together with the assignment of the Lease associated therewith and located on the Property (the Easement and Lease are collectively referred to as the "Subject Property") to Unison; and

NOW, THEREFORE, BE IT RESOLVED, that Annie Bosmans, the Clerk of the District, and Dr. Steven Massey, the Superintendent of the District, (each an "Authorized Signatory") are hereby authorized, empowered and directed to enter into, execute and deliver, on behalf of the District, any and all documents and agreements necessary to convey the Subject Property to Unison, including, without limitation, the Wireless Communication Easement and Assignment Agreement, Net Profits Agreement, settlement statements, and other such agreements and documents in consideration of the sum of \$740,000 payable at the effective date (collectively, the "Sale Documents") as may be required in connection with the transaction, and the execution of any such Sale Documents by the Authorized Signatory shall be the binding obligation of this District, and said Authorized Signatory for the District shall be authorized, empowered, and directed to enter into, execute, and deliver any and all documents and instruments and to take any and all acts necessary on behalf of the District, to effectuate the transfer of the Easement and assignment of the Lease, and the approval of the Members and all corporate power and authority for such action shall be conclusively presumed by the signature of said Authorized Signatory; and

FURTHER RESOLVED, that the Easement shall have a term of forty (40) years of from the effective date thereof, subject to a surrender period of inactivity at the Property; and

FURTHER RESOLVED, that the District has deemed the conveyance of the Subject Property to be with the powers of the District pursuant to Minnesota Statutes, § 123B.51, § 123B.02, and § 123B.97; and

FURTHER RESOLVED, that said Authorized Signatory of the District is hereby authorized, directed and empowered on behalf of the District, to do such other acts and things as may be necessary or advisable in order to carry out and perform on the part of the District the covenants, conditions and

agreements on its part to be carried out and performed, as provided in the Sale Documents, and in order to carry out and give effect to the full intent and purposes of these resolutions; and

FURTHER RESOLVED, that the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by such of Tower Title, LLC and Westcor Land Title Insurance Company (the "Title Company") departments, offices, branches, and correspondents as may be concerned and that receipt of such notice shall not affect any obligations entered into by the Board prior thereto or action taken by the Title Company prior thereto; and

FURTHER RESOLVED, that the Members certify to the Title Company the passage of the foregoing resolutions and certify that the provisions thereof are in conformity with the Policies and other Resolutions of the Board.

THE BOARD OF EDUCATION OF INDEPENDENT SCHOOL DISTRICT NO. 282, HENNEPIN COUNTY, MINNESOTA, HEREBY CERTIFIES that:

1. The District is in good standing and exists within the State of Minnesota as a corporation on the date hereof.
2. There are no proceedings of any nature whatsoever relating to the bankruptcy, merger, liquidation or dissolution of the District pending or contemplated.
3. The foregoing Resolutions have not been amended or rescinded in any manner, are in full force and effect as of the date hereof, are not inconsistent with any provisions of the Policies of the Board, Policies of the District, or any other Resolution of the Board currently in effect, and are within the power of the Board to pass as provided in the Policies of the Board and the Policies of the District, and that there is no provision in the Policies or other Resolutions of the Board limiting the power of the Board to pass the foregoing Resolutions; and
4. The following individuals are the incumbent officers of the Board on the date hereof, shall continue to perform the duties of their respective offices through the date of execution of any and all Sale Documents requested by Title Company in connection with the sale, and, as such officers, are authorized to designate the Authorized Signatory to be the authorized signatory for the District in the herein contemplated sale.

<u>Office Held</u>	<u>Name</u>
Chair	Dr. Cassandra Palmer
Vice Chair	Dr. PJ Striker
Clerk	Annie Bosmans
Treasurer	Dr. Daniel Turner
Director	Laura Haas
Director	Amy Kalar

5. This Board finds and determines that all formal actions of this Board and of any of its committees concerning and relating to the adoption of this resolution were taken and that all deliberations of this Board and of any of its committees that resulted in such formal actions were held, in meetings open to the public, in compliance with the law.

6. To the Board's knowledge, the Policies of the Board and Policies of the District attached hereto at Exhibit B are true, accurate and complete and have not been amended as of the date hereof.

[Signature Page to follow]

[Signature Page to Resolution of the Board of Education of INDEPENDENT SCHOOL DISTRICT NO. 282,
HENNEPIN COUNTY, MINNESOTA, and Certificate of Incumbency]

IN WITNESS WHEREOF, we have affixed our names as the Members of the Board this ____ day of
_____, 2026.

The Board of Education of INDEPENDENT SCHOOL
DISTRICT NO. 282, HENNEPIN COUNTY, MINNESOTA,

A Minnesota corporation

By: _____
Name: Dr. Cassandra Palmer
Title: Chair

By: _____
Name: Dr. PJ Striker
Title: Vice Chair

By: _____
Name: Annie Bosmans
Title: Clerk

By: _____
Name: Dr. Daniel Turner
Title: Treasurer

By: _____
Name: Laura Haas
Title: Director

By: _____
Name: Amy Kalar
Title: Director

By: _____
Name: Steven Massey
Title: Superintendent

EXHIBIT A

(Legal Description)

All that part of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 29, Range 23, lying east of the west 20 acres thereof, according to the Government survey thereof. in the county of Hennepin, state of Minnesota.

Torrens Certificate No. 270002
Parcel ID#: 06-029-23-13-0001

This being the same property conveyed to St. Anthony Joint Independent School District No. 2 in Hennepin and Ramsey Counties, Minnesota from Arvid E. Carlson & Son, Inc., a Minnesota corporation, and County of Hennepin, per that Order dated June 28, 1957, and recorded June 28, 1957, as Instrument No. 533129, in Hennepin County, Minnesota.

EXHIBIT B

(Policies)

<https://www.isd282.org/discover/policies>

Monarch Bus Service, LLC

**101 East 10th Street, Suite #300
Hastings, MN 55033
651-438-3777**

Wednesday, June 10, 2026

Mr. Troy Urdahl
Director of Athletics, Activities, Facilities
St. Anthony/New Brighton Public Schools
3303 33rd Ave NE
St. Anthony, MN 55418
turdahl@isd282.org

Via Email Only

Dear Mr. Urdahl:

This letter constitutes notice of updated pricing for the Student Services Transportation Agreement dated June 10, 2024, between Monarch Bus Service, LLC (“Company”) and Independent School District 282, St. Anthony-New Brighton (the “School District”).

As outlined in the Agreement, “the 2026-2027 [YEAR 3] School Year, Company agrees to operate at an increase of 3% or Consumer Price Index (CPI), not to exceed 5% - Whichever is Greater.” The published CPI-U rate for March 2026 was at 2.8%. As a result, the service rates for SY 2026-2027 will be adjusted by the 3% minimum rate listed.

An updated price list is accompanying this letter for your reference.

We appreciate the opportunity to continue to work in partnership with the St. Anthony / New Brighton School District and look forward to providing safe student transportation for your students in the years to come.

Sincerely,



Thomas J. Severson
COO

EXHIBIT A

RATES FOR STUDENT TRANSPORTATION SERVICES SERVICE RATES: SY 2026-2027

Regular "To and From" Routes.

Per bus cost for all regular "to and from" routes, home-to school" transportation, for the days of school operation A.M. and P.M. "Live Time" is used for all calculations. Note: AM Only or PM Only buses will be paid at 50% of the full-day rate.

Bus Size	Daily Bus Cost (4.0 hour base)	Cost per extra 1/4 hour
Type C School Bus	\$434.23	\$19.87

1. Midday Routes — Regular & Special Education.

The per bus cost for all midday routes for the days of school operation.

Bus Size	Daily Bus Cost (1.0 hour base)	Cost per extra 1/4 hour
Van or Alternative Vehicle	\$95.48	\$19.87
Type A/B School Bus	\$95.48	\$19.87
Type C School Bus	\$95.48	\$19.87

2. Special Education "To and From" Routes.

The per bus cost for all special education and special needs routes, home-to-school transportation, for the days of school operation A.M. and P.M. Minimum use is 3.0 hours. Note: AM Only or PM Only buses will be paid at 50% of the full-day rate.

Bus Size	Daily Bus Cost (3.0 hour base)	Cost per extra 1/4 hour
Van or Alternative Vehicle	\$297.59	\$19.87
Type AB School Bus	\$438.15	\$19.87
Type C School Bus	\$438.15	\$19.87

Monitors will be billed "gate to gate" at scheduled route time with a 4 hour Minimum

Monitor	\$41.38/hour	\$10.34
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Cost for lift-equipped vehicle: Annual: \$ Per Live Hour: \$7.80

3. Extra-curricular and Athletic Trips; Activity and Field Trips.

All trips are billed at a 2-hour minimum. Rates will be billed "gate to gate" from 715-743 Taft St NE Minneapolis 55413.

Bus Size	Hourly Trip Rate	Hourly Wait Time Rate
Van or Alternative Vehicle	\$58.35	\$58.35
Type A/B School Bus	\$79.46	\$79.46
Type C School Bus	\$79.46	\$79.46
Overnight trips	Rates to be negotiated on per-request basis.	

There will be a charge of **\$ 158.92** for any bus canceled on arrival at the destination point of origin.

There will be a charge of **\$ 79.56** for any bus canceled one (1) hour or less before the scheduled arrival time at the designated point of origin.

There will be no charge for any bus canceled more than two (2) hours from the scheduled pickup time at the designated point of origin.

4. Summer School Transportation Services.

The annual cost figure for all summer school routes (Regular and Special Ed.) for each term year shall be submitted. The summer school rates shall be quoted as a % of the rates for "to & from" transportation services.

The summer school rates shall be 100 % of regular transportation and special education rates in items #1 and #3 above.

ADDITIONAL RATES FOR ADDITIONAL YEARS OF STUDENT TRANSPORTATION SERVICE

For the 2027-2028 [YEAR 4] School Year, Company agrees to operate at an increase of 3% or Consumer Price Index (CPI), not to exceed 5%, Whichever is Greater.

St. Anthony/New Brighton
Public Schools

By: _____

Troy Urdahl, Director of Athletics, Activities, Facilities

Monarch Bus Service, LLC

By:  _____

Thomas Severson, COO

MEMORANDUM

To: School Board
From: Matt Menier, Executive Director of Academics
Date: July 16, 2026
Re: Q-Comp (ATPPS) Memorandum of Agreement with SAVEA, 2026–27 & 2027–28

Purpose

The District and the St. Anthony Village Education Association (SAVEA) have reached agreement on a renewed Memorandum of Agreement for Q-Comp, Minnesota’s Alternative Teacher Professional Pay System (ATPPS). The renewal extends the program through the 2027–28 school year. Administration recommends Board approval.

Background

St. Anthony–New Brighton has operated Q-Comp continuously since 2006–07. The program ties teacher professional growth, peer coaching (CORE Colleagues), and performance pay to the district’s teacher development and evaluation system. It is funded through state alternative compensation aid and the local alternative compensation levy, with unused funds carrying over to the following year’s Q-Comp budget. The Q-Comp/TDE Oversight Committee — which includes the Superintendent, Union President, and building-level representatives — reviews and approves the annual budget.

What the Renewed Agreement Includes

- Term: extends the agreement through June 30, 2028. If state ATPPS statutes change, the program discontinues unless the parties reach an alternative agreement.
- Participation: all teachers on the SAVEA contract participate, including full-year long-term substitutes; teachers hired mid-year participate on a pro-rated basis.
- Teacher requirements: an individual growth goal, goal conferences, a minimum of 3 points of contact with a building administrator, and 5 points of contact with a CORE Colleague.
- Observation rubric: teachers are observed using rubrics agreed upon by the District and Union, with expectations met at 80–100% of agreed-upon indicators — replacing the prior McREL-specific language.
- Performance pay: teachers are eligible for up to \$2,200 per year — \$110 for meeting the building goal, \$220 for the student achievement goal, and \$1,870 for successfully completing required observations and points of contact. Once earned, performance incentives become a permanent part of a teacher’s salary.
- Career ladder positions: District-Wide Q-Comp Advisor (\$1,500), Site-Specific Advisors (\$1,000 each), CORE Colleague Coordinator (\$1,500), CORE Colleagues (\$800–\$1,200 per educator supported, based on the educator’s contract status), and building leads (\$1,500 per building).
- Appeals: a defined appeals process, with the grievance procedure as a final step.

Fiscal Impact

The program is funded within existing state ATPPS revenue and the local alternative compensation levy. The agreement does not obligate new local revenue; if the State increases per-pupil ATPPS funding, the Oversight Committee allocates the increase, with preference given to performance pay.

Recommendation

Administration recommends the Board approve the Memorandum of Agreement regarding Q-Comp between ISD 282 and SAVEA for the 2026–27 and 2027–28 school years.

Memorandum of Agreement regarding "Q-Comp"

This Memorandum of Agreement is entered into between the St. Anthony New Brighton School District, ISD 282, ("the District") and the St. Anthony Village Education Association ("the Union"), to establish and implement the Alternative Teacher Professional Pay System ("ATPPS" or "Q-Comp") for the teachers of the St. Anthony New Brighton Schools. All teachers, as defined by MN Stat.122A.40 (the Continuing Contract law) and the Master Contract, shall be eligible for and participate in this program.

ATPPS commenced with the 2006-2007 school year, upon approval from the Union general membership and the District School Board. The District and the Union agree to the terms of this Memorandum of Agreement through the conclusion of the 2027-28 school year. The District and Union may mutually agree to minor revisions to Q-Comp during this time period without renewing this entire document.

Should there be any change to the alternative teacher professional pay systems statutes (MN Stat.122A.414 or 122A.415), both parties agree to discontinue all provisions of ATPPS unless an alternative agreement is reached. The discontinuation shall occur on June 30, 2028 with all funds accounted for as of that date.

1. Funding

- a. All alternative compensation funding from the state of Minnesota and from the local alternative compensation levy shall be used exclusively for ATPPS.
- b. The District may, at its discretion, supplement the funding of ATPPS from the general fund or other funding sources.
- c. If the State increases the per capita dollar amount of alternative compensation funding, the extra funds will be allocated by the Q-Comp and Teacher Development Evaluation (TDE) Oversight Committee with a preference given to increasing performance pay. The District will not be required to increase the current local levy for Q-Comp, so if the increase from the State is based on a local levy increase, then no new revenue will be generated.
- d. Any ATPPS funds not used in one school year will automatically carry over to the following year's ATPPS budget.
- e. The Q-Comp/TDE Oversight Committee will have responsibility for reviewing and approving the annual budget for ATPPS.

2. Participation Requirements

- a. All teachers paid on the teacher contract (including full year long-term substitutes) shall be eligible to participate in Q-Comp.
 - a. Teachers hired on the SAVEA contract at any point during the year will be eligible to participate in Q-Comp. The number of Points of Contact and stipends will be pro-rated based on the number of days employed.
 - b. CORE colleagues for these individuals will receive a pro-rated stipend based on the number of days employed.
 - c. All teachers will complete the goal form and participate in goal conferences with their building administrator.
 - d. All teachers will have a minimum of 3 Points of Contact with their building administrator. Points of contact may include formal observations and/or walkthrough observations.
 - e. All teachers must complete a minimum of 5 Points of Contact with their CORE colleague, a student achievement goal, the building goal, and make progress toward or complete their individual goal, to be eligible for the full amount of performance pay.

- f. Teachers who work 0.50-1.0 FTE must have an additional 4 events related to their goal. Events can include professional development (district or outside agency), team collaboration / curriculum work, professional learning community meetings, etc.)
- g. Teachers who work less than 0.50 FTE must have an additional 2 events related to their goal. Events can include professional development (district or outside agency), team collaboration / curriculum work, professional learning community meetings, etc.).
- h. Teachers who take statutorily protected leave, such as a Family Medical Leave Act ("FMLA") leave or Armed Services leave, and who would have met the performance pay criteria laid out in letters a-e but have taken statutory protected leave, will receive the entire portion of the money that would have been earned based on their FTE for the school year.
- i. Teachers who work a partial year due to late hire, severed employment, partial leave, sabbatical, or retirement shall be eligible for all performance pay, prorated according to their FTE for the school year.
- j. CORE Colleagues will meet requirements if they have at least 2 Educators.
- k. No teacher shall receive more than 100 percent of the full incentive amounts.

3. Career Ladder Positions:

- Staff members may serve in more than one Career Ladder position at the same time.
- a. Q-Comp Program Advisory Team
 - i. Team Members / Responsibilities
 - 1. District-wide Q-Comp Advisor
 - a. Complete all MDE required paperwork
 - b. Attend training sessions as provided by MDE
 - c. Provide a review / update of Q-Comp program details for staff during workshop week
 - d. Serve on the Q-Comp/TDE Oversight Committee
 - e. Collect individual teacher's goal results at the end of each school year and communicate results to payroll for stipend payout
 - 2. Site Specific Q-Comp Advisor
 - Each building (Wilshire Park, Middle School, High School) will have one site specific Advisor).
 - a. Meet with new staff to explain Q-Comp program in detail
 - b. Attend training sessions provided by MDE as appropriate
 - c. Work with building principals to calculate building wide goals
 - d. Ensure building staff members have completed required Q-comp paperwork
 - e. Provide goal updates to staff
 - f. Complete review process for CORE colleagues with CORE coordinator
 - ii. Qualifications:
 - 1. Continuing contract teacher with a minimum of 7 years of teaching experience including 5 years in the St. Anthony New Brighton School District, can apply during 5th year in the district
 - 2. Advanced Degree preferred
 - 3. Leadership training preferred
 - 4. Training in mentorship preferred
 - 5. Knowledge and understanding of the Q-Comp system
 - 6. Experience with school budgeting preferred

7. Experience with supervision preferred
 - iii. Release Time and Compensation:
 1. The District-Wide Q-Comp Advisor will receive a stipend of \$1500 per year.
 2. Each Site Specific Q-Comp Advisor will receive a stipend of \$1000 per year.
 - iv. Evaluation: The Q-Comp Program Advisory Team will be evaluated annually by district administration using the checklist provided in Appendix A.
 - v. Length of Position: Hired for a term of three years. Upon completion of a three-year term, can apply for additional three-year terms.
 - vi. Career ladder positions will be posted by the district following the job posting requirements of the SAVEA Master Agreement.
 - vii. The district Q-Comp/TDE Oversight Committee will meet to review all applicants and determine if interviews are needed.
- b. CORE Colleague Coordinator
1. Qualifications:
 - a. Continuing contract teacher with 5 years of completed teaching experience including 5 years completed in the St. Anthony New Brighton District; can apply during 5th year
 - b. Experience as a CORE Colleague
 - c. Advanced Degree preferred
 - d. Leadership training preferred
 - e. Training in mentorship preferred
 - f. Training in teacher evaluation preferred
 - g. A working knowledge of a broad base of instructional and classroom management skills and methods
 - h. Willingness to identify CORE Colleague's needs and guide them toward professional development to meet those needs
 - i. Proficiency in communicating instructional methods and skills to other teachers
 2. Responsibilities:
 - a. Providing support to CORE colleagues
 - b. Ensuring CORE program completed in a similar manner across buildings
 - c. Complete process for matching educators to CORE colleagues every 3 years.
 - d. Complete process for matching educators to CORE colleagues when hired by St. Anthony New Brighton School District.
 - e. Work with Human Resources department to facilitate the process for selecting Building Core Colleague Leads
 - f. Complete annual review process for CORE colleagues
 3. Release Time and Compensation (CORE)
 - a. The CORE Colleague Coordinator will be paid \$1500 per year
 - b. may be eligible to receive up to 3 days of release time for the year.
 4. Evaluation: The CORE Colleague Coordinator will be evaluated annually by district administration using the checklist provided in Appendix A.
 5. Length of Position: Hired for a term of three years. Upon completion of a three-year term, can apply for additional three-year terms.
 6. Hiring Process: Career ladder positions will be posted by the district following the job posting requirements of the SAVEA Master Agreement.

7. The district Q-Comp/TDE Oversight Committee will meet to review all applicants and determine if interviews are needed.

c. CORE Colleague

i. Qualifications:

1. Continuing contract teacher with 5 years of completed teaching experience including 5 years completed in the St. Anthony New Brighton District before they can become a colleague, can apply during 5th year
2. Advanced Degree preferred
3. Training or Interest in leadership / mentorship preferred
4. Ability to complete required training in teacher evaluation / coaching
5. A working knowledge of a broad base of instructional and classroom management skills and methods
6. Willingness to identify teacher's needs and guide them toward professional development to meet those needs
7. Show proficiency in communicating instructional methods and skills to other teachers

ii. Responsibilities:

1. Communicate with Site Specific Q-Comp Advisor to verify Q-Comp goal progress
 - a. Colleagues will verify the number of points of contact have been met.
 - b. Colleagues will verify that growth toward their educator personal professional growth goal has occurred.
2. Provide feedback to continuing contract teachers on Q-Comp goals and individual teacher professional growth plan
 - a. assist in the development of a personal professional growth goal
 - b. record points of contact
 - c. encourage reflection on personal goal
 - d. collaborate with educators to examine student engagement
 - e. complete required coaching training

iii. Selection (CORE Colleague)

1. CORE Colleague positions will be posted by the district following the job posting requirements of the SAVEA Master Agreement.
2. The district Q-Comp/TDE Oversight Committee will meet to review all applicants and determine if interviews are needed.

iv. Release Time and Compensation (CORE)

1. Each CORE Colleague will be responsible for between 2 to 5 Educators
2. CORE Colleagues will be paid as follows:
 - a. \$1200 per educator in their first year of employment in the SANB school district.
 - b. \$1000 per educator in their second or third year of employment who has not received continuing contract status in the SANB school district
 - c. \$800 per educator who has continuing contract status in the SANB school district
3. CORE Colleagues are eligible to receive up to 3 days of release time for the year.

v. Evaluation

1. CORE Colleagues will be evaluated annually by the CORE Colleague Coordinator and Site Specific Q-Comp Advisor using the checklist provided in Appendix A.

vi. Building Leads

1. Each building will have a minimum of 2 CORE Colleagues who serve as building leads. Buildings may have additional building leads at the discretion of the Superintendent and CORE Colleague Coordinator.
 2. Each building will receive a total of \$1500 for building leads, which will be divided evenly amongst the building leads.
 3. Building leads are responsible for mentoring new CORE colleagues.
 4. Building leads are responsible for working with the CORE Colleague Coordinator to plan / complete a minimum of 2 CORE communities per year.
 5. Gather individual educator personal professional growth goals to allow for like-goal conversations.
 6. One building lead per building will serve on the Q-Comp/TDE Oversight committee
- vii. Evaluation
1. The CORE Colleague building leads will be evaluated annually by the CORE Colleague Coordinator and Site Specific Q-Comp Advisor using the checklist provided in Appendix A.
- viii. Length of Position: Hired for a term of three years. Upon completion of a three-year term, can apply for additional three-year terms.
- ix. Hiring Process: Career Ladder positions will be electronically posted and will be emailed by the district to all staff.
4. Q-Comp/TDE Oversight Committee:
- i. The Q-Comp / TDE oversight committee will be made up of the Superintendent, the Union President, the District-Wide Q-Comp Advisor, the CORE Colleague Coordinator, one CORE building lead or site specific Q-Comp Advisor (as determined by the people holding those positions) per building, one administrator per building, and a representative from Department of Effective Instruction.
 - ii. Responsibilities:
 1. The Q-Comp/TDE Oversight Committee will meet a minimum of once a year.
 2. The Q-Comp/TDE Oversight Committee will have responsibility for overseeing the annual budget.
 3. A subsection of the Q-Comp/TDE Oversight Committee will meet once a year with School Board members.
 4. The Q-Comp Oversight Committee will select the interview committee each year in which interviews take place for Career Ladder positions. The interview committee will be made up of three administrators, the District-Wide Q-Comp Advisor, and one teacher per building selected by the Union (except for CORE Colleagues).
 5. The Q-Comp Oversight Committee will be responsible for monitoring the plan, completing annual reviews, and reviewing site goals by Oct.1st each year.
5. Observation/Evaluation Process
- a. Evaluations for both probationary and continuing contract teachers.
 - i. Teachers with continuing contract status will meet the requirements in Section 2. Building administrators will perform up to 3 (three) points of contact (ex: walk-through, formal observation).
 - ii. Probationary teachers will meet the requirements in Section 2. Three formal observations will be performed by an administrator. A formal observation consists of the

administrator scheduled pre-observation meeting with the teacher being observed. After the observation takes place, the administrator will schedule a post-observation meeting to discuss the observation.

- b. All teachers will be observed using the rubrics jointly agreed upon by the District and Union. Expectations are met when 80-100% of the agreed upon boxes are marked. The Q-Comp oversight committee will share the specific expectations each fall.
- c. Points of Contact will be used to monitor professional growth toward an individual goal. Points of Contact may include classroom observations, team meetings, pre and post observation meetings, problem solving conferences, and reflection conferences.
- d. An individual goal will be identified at the beginning of the year using self-assessment and the evaluation rubric for guidance. Goals will be set with the objective of improving teaching performance in an area of need. Growth will be measured using data collected by the colleagues, educator, and administrator as supporting evidence.

6. Performance Pay

- a. For the 2026-27 and 2027-28 school years, teachers are eligible for a total of \$2200 based on the following performance measures:
 - i. \$110 will be awarded to each teacher at a site that meets the Q-Comp building goal.
 - ii. \$220 will be awarded to each teacher for meeting Q-comp student achievement goal.
 - iii. \$1870 will be awarded to each teacher who successfully completes the required observations/evaluations/Points of Contact. "Successful observations/evaluations" is defined as at least 80% of the the agreed upon boxes are marked based on the Q-Comp oversight committee state requirements. Staff must also demonstrate growth on their personal growth goal.

7. Salary Schedule

- a. The Salary Schedule contained in the Master Contract will continue in full force and effect.
- b. The structure of the Salary Schedule will remain intact. Teachers will continue to make horizontal movements as outlined in Article 7, Section C of the contract.
- c. Vertical movement on the schedule will be as follows:
 - i. Steps are labeled "Performance Incentive"
 - ii. Teachers who have successfully completed the required observations/evaluations/Points of Contact, defined above, will be granted a Performance Incentive at the beginning of the subsequent school year.
 - iii. Once a Performance Incentive is achieved, it becomes a permanent part of a teacher's salary.
 - iv. The values of the salary schedule shall continue to be negotiated as part of the Master Contract.
 - v. As in current practice, the Superintendent and a newly hired teacher must mutually agree upon initial placement on the Performance Incentive chart.
 - vi. Teachers ineligible for additional performance Incentives because they have already achieved the highest Performance Incentive shall remain eligible for all other incentives.

8. Appeals Process: Disagreements about any component of this plan are subject to the Grievance Procedure.

- a. A formal request for appeal must be submitted in writing to the Superintendent and Union President within 10 (ten) working days of the incident in question. The request must include the reason(s) for the concern, any supporting evidence, and the desired remedy.

- b. The superintendent will schedule a meeting with the appeals committee (superintendent / District-Wide Q-comp Advisor / CORE colleague coordinator) within 5 days of receiving the request for appeal. All three must be present to review the appeal. The committee may choose to seek more information and request the Educator, Colleague, administrator, EI coach, or other relevant staff member appear. If the Educator or Colleague chooses, they may include a Union Representative at the appeal meeting who is a non-voting member. A consensus must be met to resolve the appeal.
 - i. Within 24-hours of the meeting, the superintendent will provide the teacher with a written electronic response to their complaint if a consensus has been met.
 - ii. If a consensus is not met, the Superintendent will schedule a meeting with the Q-Comp / TDE committee to review the request of appeal. This meeting will occur within 8 days of the review meeting.
- c. In the case of the Q-Comp / TDE committee meeting, a quorum must be present to discuss the appeal. A quorum will consist of the Superintendent, the District-Wide Q-comp Advisor, the CORE Colleague Coordinator, and an equal number of building leads and administrators. After reviewing the appeal information from the Superintendent, District-Wide Q-comp Advisor, and CORE Colleague Coordinator, they will decide the outcome by majority vote. The Committee may vote to deny the relief requested, approve the relief requested, or recommend another course for resolution.
 - i. Within 24 hours of the meeting, the Superintendent will provide the teacher with a written electronic response to their complaint.
- d. If the matter has not been satisfactorily resolved through this process, the Union may initiate the grievance procedure as contained in the Collective Bargaining Agreement.

In Witness Whereof, the parties have executed this Agreement as follows:

For St. Anthony Village Education Association

By: _____
(President, Joan Nelson)

By: _____
(Co-Lead Negotiators, Steve Rice / Nancy Terry)

Dated _____

For St. Anthony New Brighton School District, ISD #282

By: _____
Board Chair, Cassandra Palmer

By: _____
(Superintendent, Steven Massey)

Dated _____

Appendix A

Evaluation Checklists for Career Ladder Positions

a. District-wide Q-Comp Advisor. (Evaluation: The District-wide Q-Comp Advisor will be evaluated annually by district administration using the agreed upon checklist below):

Check the box if the District-wide Q-Comp Advisor adequately demonstrate (with evidence and/or artifacts) the following position responsibilities:

- ☐ Knowledge and understanding of the Q-Comp system
- ☐ Complete all MDE required paperwork
- ☐ Attend training sessions as provided by MDE
- ☐ Provide a review / update of Q-Comp program details for staff during workshop week
- ☐ Serve on the Q-Comp/TDE Oversight Committee
- ☐ Collect individual teacher's goal results from the Site Specific Q-Comp Advisor at the end of each school year and communicate results to payroll for stipend payout

b. Site Specific Q-Comp Advisor (Evaluation: The Site Specific Q-Comp Advisors (Wilshire Park, SAMS, SAVHS) will be evaluated annually by district administration using the agreed upon checklist below):

Check the box if the Site Specific Q-Comp Advisor adequately demonstrate (with evidence and/or artifacts) the following position responsibilities:

- ☐ Knowledge and understanding of the Q-Comp system
- ☐ In collaboration with the CORE colleague building leads, meet with new staff to explain the Q-Comp program
- ☐ Work with building principals / District-wide Q-comp advisor to calculate building wide goals
- ☐ Ensure building staff members have completed required Q-comp paperwork
- ☐ Provide building goal updates to staff
- ☐ Collect individual teacher goal results and provide that information to the District Q-Comp Advisor
- ☐ Complete review process for CORE colleagues with CORE coordinator

c. CORE Colleague Coordinator (Evaluation: The CORE Colleague Coordinator will be evaluated annually by district administration using the agreed upon checklist below):

Check the box if the CORE Colleague Coordinator adequately demonstrate (with evidence and/or artifacts) the following position responsibilities:

- ☐ Provide support to CORE colleagues
- ☐ Ensure the CORE program was completed in a similar manner across buildings
- ☐ Complete process for matching educators to CORE colleagues
- ☐ Demonstrate a willingness to identify CORE Colleague's needs and guide them toward professional development to meet those needs
- ☐ Demonstrate proficiency in communicating instructional methods and skills to other teachers
- ☐ Complete annual review process for CORE colleagues with site specific Q-comp advisor

d. CORE Building Leads (Evaluation: The CORE Colleague building leads will be evaluated annually by the CORE Colleague Coordinator and Site Specific Q-Comp Advisor using the agreed upon checklist below):

Check the box if the CORE Building Lead adequately demonstrate (with evidence and/or artifacts) the following position Responsibilities:

- ☐ Building leads are responsible for mentoring new CORE colleagues
- ☐ Building leads are responsible for working with the CORE Colleague Coordinator to plan / complete a minimum of 2 CORE communities per year
- ☐ Gather individual educator personal professional growth goals to allow for like-goal conversations
- ☐ (One building lead per building will) Did the lead serve on the Q-Comp/TDE Oversight committee

e. CORE Colleague (Evaluation: CORE Colleagues will be evaluated annually by the CORE Colleague Coordinator and Site Specific Q-Comp Advisor using the agreed upon checklist below):

Check the box if the CORE Colleague adequately demonstrate (with evidence and/or artifacts) the following position Responsibilities:

- ☐ Show proficiency in communicating instructional methods and skills to other teachers
- ☐ Communicate with Site Specific Q-Comp Advisor to verify Q-Comp goal progress
 - ☐ Verify the number of points of contact have been met.
 - ☐ Verify that growth toward their educator personal professional growth goal has occurred.
- ☐ Provide feedback to teachers on Q-Comp goals and individual teacher Growth Progression Chart
 - ☐ assist in the development of a personal professional growth goal
 - ☐ encourage reflection on personal goal
 - ☐ collaborate with educators to examine student engagement
 - ☐ complete required coaching training

Minnesota Power Card (P-Card) Program

What is a P-Card?

A purchasing card or P-Card, functions as a credit card issued to public entities. Assigned to specific district employees, it facilitates routine, lower-dollar transactions. The use of a P-Card enables staff to purchase from vendors that do not accept standard Purchase Orders, eliminating the need for employees to use personal credit cards and request reimbursement.

Potential Benefits and Risks: A P-Card provides many benefits as well as some risks to the district that should be taken into consideration.

Benefits:

- Reduces administrative time spent on employee reimbursements for routine purchases.
- Provides documented transaction records for spending as they incur, as opposed to when employees submit reimbursements.
- Rebates on purchases after the district spends at least \$50,000 annually.

Risks and considerations:

- Misuse or fraud: improper or misuse of the P-cards, such as theft or use for personal gain.
- Requires monthly reconciliation of spending while ensuring that receipts and appropriate approval for purchases are available.

Risk Mitigation:

- Board adopts a P-Card policy
- Business office adopts P-Card procedures and internal controls
- Limit the number of authorized P-Card users.
- P-cards are to be stored in a secured place.

P-Card recommendations: District administration recommends the PFM Payment Solutions program, which is endorsed by the Minnesota School Board Association, Minnesota Association of School Administrators, and Minnesota Association of School Business Officials. This program provides secure procurement cards that simplify district purchasing and bill paying while earning a cash rebate based on purchasing value.

P-Card Program Details:

- No fees or minimum spend limits
- Requires no minimum contract period — no cancellation fees

- Offers control of features to set spending limits and monitor daily, weekly, and monthly activity per cardholder
- Mastercard's misuse insurance provides coverage of \$25,000 per cardholder for those with four cards or fewer and \$100,000 per cardholder for organizations with five or more cards.
- Lost or stolen liability — \$0
- Earns cash rebates on 12 months' total spend between September 1 and August 31 of each year. Rebates begin at \$50,000 annually — every dollar spent qualifies for rebate

Next Steps: Business office submits an application for the P-Card, drafts internal control procedures, school board reviews and adopts a P-Card policy

Board-Sponsored Community Engagement Events

Early Community Engagement Opportunities

Summer Engagement: Villagefest School Board Booth

- **Where/when:** Central Park Saturday, August 1 (12:00 PM – 5:00 PM)
- **Why:** Utilize the Board's presence at Villagefest to engage with the community regarding their hopes, aspirations and vision for the school district.
- **How:** Gathering feedback directly at the booth via a printed foam board and interactive prompts (QR code).

Proposed Community Outreach Evening

- **Where/when:**
 - Option 1: Convert SB worksession on Oct. 20 to Community Engagement Session @ MS/HS Commons
 - Option 2: Schedule Community Engagement on October 27th, 6:30pm
 - Board debrief and discussion at the November 10th board meeting
- **Why:** A session designed to gather deeper input from community stakeholders regarding their hopes, aspirations and vision for the school district.
- **How:** CESO would organize, manage, and facilitate the event. CESO would synthesize the collected feedback into a comprehensive report for the board.
 - CESO would present a report to the board for debrief and discussion on either Tuesday, Nov. 10.

Board Decisions

- **Question:** Is a community outreach evening in October still an initiative that the board wishes to hold in addition to the August 1 Villagefest booth?
- **If so, we should ensure that Susan Brott (CESO)** will have access to the Villagefest data with time to incorporate the initial Villagefest data for the October evening event.

Role clarity for Board vs stakeholders

To ensure a transparent process and manage expectations, the framework of outreach must be clear for all:

- **Decision Support:** The summer and autumn outreach opportunities should be explicitly designed to support and inform the board's decision-making process by building a clear candidate profile.
- **Expectation Limits:** The various stakeholders in our community are not a direct part of the voting process and they do not hold final selection authority. The statutory obligation and final vote to choose and hire the next superintendent remain exclusively with the School Board.

Community Engagement Timeline

Month / Date	Key Activities & Milestone Objectives	Accountable Parties
PRE-SEARCH		
August 1	Launch 2026-27 Community Engagement initiative at the Villagefest school board booth.	School Board, District Staff
October	<u><i>Tentative</i></u> Oct 20 or 27 Community engagement/conversation. Preparation of RFPs to send to prospective consultants/search agencies by end of month.	CESO, School Board, Public
OFFICIAL SEARCH		
November	Review October session input Begin the formal search process. Review detailed proposals from 2-3 professional search organizations specializing in executive educational placement.	School Board and district staff

Month / Date	Key Activities & Milestone Objectives	Accountable Parties
November December	Evaluate submitted proposals, finalize the selection of the preferred search organization, and contract with the firm.	School Board, Selected Search Firm