

**POSTING NOTIFICATION**

SIBLEY EAST PUBLIC SCHOOLS  
INDEPENDENT SCHOOL DISTRICT NO. 2310  
ARLINGTON-GAYLORD-GREEN ISLE

REGULAR SCHOOL BOARD MEETING  
ARLINGTON CAMPUS-MEDIA CENTER

MONDAY, MAY 17<sup>th</sup>, 2021 @ 6:30 P.M.



**SIBLEY EAST PUBLIC SCHOOLS  
REGULAR SCHOOL BOARD MEETING  
INDEPENDENT SCHOOL DISTRICT NO. 2310  
ARLINGTON-GAYLORD-GREEN ISLE  
ARLINGTON CAMPUS-MEDIA CENTER  
MONDAY MAY 17, 2021 @ 6:30 P.M.**

**A. SALUTE TO THE FLAG:**

**B. CALL TO ORDER:** The meeting was called to order at 6:30 p.m.  
Members: Brian Brandt, Sarah Ziegler, Laura Reid, Avery Grochow, Jon Hazelwood, Rachel Lueth were present.

**C. APPROVAL OF AGENDA:** Member \_\_\_\_\_ moved, seconded by member \_\_\_\_\_, to approve the agenda. The motion was/not approved.

**D. VISITOR COMMENTS:**

**E. CONSENT AGENDA:**

1. **Approval of Minutes-**Recommend approval of April 19, 2021 Regular Board Meeting Minutes.
2. **Personnel:**  
**Resignations:** Holly Hokenson, MS/HS Family and Consumer Science (not returning from one year leave) Tracie Bjorklund- HOSA advisor and CTE coordinator (effective June 30<sup>th</sup>, 2021), Amy Micek, Sibley East drama, Bryn Tanner, Sibley East Drama  
**Hiring:** Amanda Feterl, Gaylord Elementary Principal (Principal's Master Agreement \$102,401.00), Spencer Flood, MS/HS Agriculture Teacher (Step 1 BA \$37,877), Vanessa Godinez, Para-Arlington (Step 2 \$12.20)  
**Volunteer Coaches:** Richard Mooney-Football
3. **Fundraiser Request:** none

Approval of consent Agenda: Member \_\_\_\_\_ moved, second by member \_\_\_\_\_ to approve consent agenda. The motion was/was not approved.

**F. OLD/ UNFINISHED BUSINESS:**

**G. NEW BUSINESS:**

1. Nokomis Energy Solar Subscription Proposal-Corey Orehek. Motion by member \_\_\_\_\_ second by member \_\_\_\_\_ to approve/reject the Community Solar Garden Subscription Agreement as presented. The motion was/was not approved.
2. Biology Club- Mr. Greg Elseth

3. First reading: Policy 441 Standards of Conduct for Federally Funded Programs.
4. Approve Revised Fiscal Year '21 Budget. Janna Tessmer, Sibley East Business Manager.  
Motion by member \_\_\_\_\_, second by member \_\_\_\_\_, to approve the Revised Fiscal Year '21 Budget. The motion was/was not approved
5. Transportation contract renewal with 4.0 School Services. Motion by member \_\_\_\_\_ second by member \_\_\_\_\_ to accept/reject the transportation proposal and rates as written for 2021-2022 through 2026-2027. The motion was/was not approved
6. RESOLUTION RELATING TO THE TERMINATION AND NONRENEWAL OF THE TEACHING CONTRACT OF KATRINA MITCHELL, A PROBATIONARY TEACHER.

WHEREAS, KATRINA MITCHELL is a probationary teacher in Independent School District No. 2310.

BE IT RESOLVED, by the School Board of Independent School District No. 2310, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of Ashley Rogers, a probationary teacher in Independent School District No. 2310, is hereby terminated at the close of the current 2018-2019 school year.

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

NOTICE OF TERMINATION  
AND NON-RENEWAL

Ms. Mitchell

\_\_\_\_\_  
\_\_\_\_\_

Dear Ms. Mitchell:

You are hereby notified that a regular meeting of the School Board of Independent School District No. 2310 held on May 17, 2021, a resolution was adopted by a majority roll call vote to terminate your contract effective at the end of the current school year and not to renew your contract for the 2021-2022 school year. Said action of the board is taken pursuant to M.S. 122A.40, Subd. 5.

You may officially request that the school board give its reasons for the non-renewal of your teaching contract.

Yours very truly,  
SCHOOL BOARD OF  
INDEPENDENT SCHOOL  
DISTRICT NO 2310

\_\_\_\_\_  
Clerk of the School Board

*(Roll call vote)*

Voting Yes:

Voting No:

Resolution was/was not adopted.

7. Bills and Payments: Recommend approval of May 2021 bills totaling \$ \_\_\_\_\_. Motion by member \_\_\_\_\_ second by member \_\_\_\_\_ to approve May 2021 bills and payments of \$ \_\_\_\_\_. The motion was/was not approved.
8. Accept the following donations with gratitude; \$150.00 Hamburg Lions Club-Trap Team, \$750.00 Gaylord Game Protective Gambling Account-Prom, \$2000.00 Mark A Lundstrom, Rebekah A Lundstrom-Scoreboard, \$2000.00 Ridgeview Sibley Medical Center-Scoreboard, \$500.00 Locher Bros Inc-Trap Team, \$200.00 Alloy Insurance Agency-Trap Team, \$350.00 Legion Post 433-Trap Team, \$2000.00 Central Sibley Chapter-Trap Team, \$300.00 LB & S Inc. of Kasota, Levi Allen GM Bob and Susan Allen Owners Arlington Raceway-Athletics, \$500.00 Gaylord Game Protective Gambling Account-Football, \$25.00 RahRah! Solutions-Football, \$250.00 Northland Drying, LLC-Trap Team, \$100.00 Cash Ehrich Family-Trap Team, \$4000.00 Locher Bros Inc-Scoreboard Motion by member \_\_\_\_\_, second by member \_\_\_\_\_ to accept the donations with gratitude. The motion was/was not approved.

**I. PRINCIPAL/SUPERINTENDENT REPORT:**

**J. OTHER INFORMATION:**

1. Graduation ceremonies are scheduled for Sunday, June 6th, 2021 @ 1:30 p.m. Arlington Campus. Board members are asked to meet in the Arlington Main Office @ 1:00 p.m. prior to the graduation ceremonies.
2. Reminder: Next Regular School Board Meeting is scheduled for June 21<sup>st</sup>, 2021 beginning at 6:30 p.m. in Media Center, Arlington Campus.

**K. ADJOURNMENT:** Motion by member \_\_\_\_\_, second by member \_\_\_\_\_ to adjourn the meeting. Motion was/was not approved.

The meeting was adjourned at \_\_\_\_\_ p.m.

**SIBLEY EAST PUBLIC SCHOOLS  
REGULAR SCHOOL BOARD MEETING MINUTES  
INDEPENDENT SCHOOL DISTRICT NO. 2310  
ARLINGTON-GAYLORD-GREEN ISLE  
ARLINGTON CAMPUS-MEDIA CENTER  
MONDAY, APRIL 19, 2021 @ 6:30 P.M.**

The meeting was called to order at 6:30 p.m. Members: Brian Brandt, Laura Reid, Sarah Ziegler, Avery Grochow, and Jon Hazelwood were present. Rachel Lueth was absent.

**APPROVAL OF AGENDA:** Member Ziegler moved, second by member Hazelwood, to approve the agenda. The motion was approved by unanimous vote.

**VISITOR COMMENTS:** None

**CONSENT AGENDA: Approval of Minutes-**Recommend approval of the March 18, 2021, School Board Meeting Minutes. March 24, 2021 Special School Board Meeting  
**Personnel: Hiring:** Damon Bovard, Assistant Softball Coach (Step 1-\$3415.00), Pam Uhlenkamp, Junior High Softball Coach (Step 1-\$2616.00), Jerry Berg, Junior High Baseball Coach (Step 3-\$2722.00), Karen Bauman, After School Care Coordinator (\$13.00 per hr). Anne Muelners, Head Tennis Coach ( Step 3: \$5108) **Resignations:** Tara Henke, Preschool Teacher and 9<sup>th</sup> grade volleyball coach. Effective June 30<sup>th</sup>, 2021. Kim Klehr, Cub Care, effective immediately **Volunteer Coaches:** None **Child Care Leave:** Kara More, 1<sup>st</sup> Grade Teacher, beginning on or about June 28, 2021 until approximately September 27, 2021. Courtney Theis, 2<sup>nd</sup> grade Teacher, beginning on or about August 20<sup>th</sup>, 2021 until approximately October 25<sup>th</sup>, 2021. **Fundraising Request-** Baseball program letter writing campaign for the purpose of purchasing additional equipment, uniforms, supplies. **Approval of Consent Agenda:** Motion by Member Reid, second by member Grochow, to approve the consent agenda. The motion was approved by unanimous vote.

**OLD/UNFINISHED BUSINESS:** None

**NEW BUSINESS:**

Approval of July 1, 2021 through June 30, 2024 Superintendent Contract with Dr. Joseph Libby as written and presented. Motion by member Hazelwood, second by member Grochow to approve the July 1, 2021 through June 30, 2024 Superintendent Contract with Dr. Joseph Libby as written and presented. The motion was approved by unanimous vote.

Consider the sale of used ARMER Bidirectional Amplifier to Alpha Wireless/GFW Schools for the sum of \$4,000. Proceeds to be split equally between the City of Arlington, Sibley County, and Sibley East Schools. Motion by member Reid, second by member Ziegler to approve the sale of the ARMER Bidirectional Amplifier to Alpha Wireless/GFW schools in the amount of \$4,000 with proceeds to be split equally between

the City of Arlington, Sibley County, and Sibley East Schools. The motion was approved by unanimous vote.

Recognition of receipt of City of Green Isle Resolution 2021-08 the withdrawal from the joint agreement with the Cities of Arlington, Gaylord and Green Isle and ISD #2310 relating to the establishment and operation of a jointly sponsored Community Education and Recreation Program. Motion by member Grochow, second by member Hazelwood, to recognize receipt of City of Green Isle Resolution 2021-08 the withdrawal from the joint agreement with the Cities of Arlington, Gaylord and Green Isle and ISD #2310 relating to the establishment and operation of a jointly sponsored Community Education and Recreation Program. The motion was approved by unanimous vote.

Recognition of receipt of Bureau of Mediation form "Notice of Desire to Negotiate" from Sibley East Education Minnesota (SEEM) for the purpose of reaching agreement on a successor agreement to cover 2021-2023 school years. Motion by member Grochow, second by member Hazelwood, to recognize receipt of Bureau of Mediation form "Notice of Desire to Negotiate" from Sibley East Education Minnesota (SEEM) for the purpose of reaching agreement on a successor agreement to cover 2021-2023 school years. The motion was approved by unanimous vote.

Bills and Payments: Recommend approval of April 2021 bills totaling: \$1,338,542.66. Motion by member Grochow, seconded by member Ziegler, to approve the April 2021 bills and payments totaling \$1,338,542.66. The motion was approved by unanimous vote.

Accept donation in the amount of : \$200.00 Gaylord Sertoma-NHS/Football, \$500.00 Green Isle Lions-Trap Team, \$200.00 Sibley County Sheriff's Mounted Posse Office of the Sheriff-Trap Team, \$2,500.00 Sibley Electric Incorporated-Prom, \$500.00 Gaylord Fire Department Relief Assn Gaylord Fire Fighters-Prom, \$4,000.00 Gaylord Fire Department Relief Assn Gaylord Fire Fighters-Trap Team, \$1,000.00 VFW Post 6031 Gambling Fund-Trap Team, \$500.00 Veterans of Foreign Wars New Auburn Post No. 7266 Charitable Gambling Fund-FFA, \$250.00 Knights of Columbus St. Arthur Council 10172-Trap Team, \$500.00 Green Isle Fire Department- Trap team, \$250 Carney Family, pool toys and supplies. Motion by member Reid, seconded by member Hazelwood to accept the donations as listed. The motion was approved by unanimous vote.

**SUPERINTENDENT AND PRINCIPAL REPORTS:** Principals Mari Lu Martens and Jeremy Wagner updated the Board on events currently taking place at Sibley East Elementary in Gaylord and Sibley East Middle School/High School in Arlington

**OTHER INFORMATION:** Reminder: Next Regular School Board Meeting is scheduled for May 17, 2021 beginning at 6:30 p.m. Media Center, Arlington Campus.

Motion by Member Reid, second by Member Hazelwood, to adjourn the meeting. The motion was approved by unanimous vote. **ADJOURNMENT:** The meeting was adjourned at 6:57p.m



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Brian Brandt- Board Chair

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Avery Grochow- Board Clerk



# PRINCIPAL'S MASTER CONTRACT

2020-2022

This contract is made and entered into by and between INDEPENDENT SCHOOL DISTRICT NO 2310, Arlington, Minnesota, hereinafter referred to as the "Employer" and the SIBLEY EAST PRINCIPAL'S ASSOCIATION, hereinafter referred to as the "Association".

## ARTICLE 1

### PURPOSE

The purpose of this Contract is to foster orderly, constructive, and harmonious relationships between the Employer, its principals, and their duly authorized exclusive representative, the Association; to establish terms and conditions of employment; to preserve the paramount right of the citizens of this community to the operation of their schools without disruption; and to establish an environment in which the children of this community may receive education of the highest quality. Accordingly, the parties have set forth herein all terms and conditions of employment, which have been agreed upon, by the Employer and the Association, pursuant to and in compliance with the Public Employment Labor Act of 1971, as amended (Hereinafter referred to as the "PELRA").

## ARTICLE II

### RECOGNITION

The Employer hereby recognizes the Association as the exclusive representative for the purpose of negotiating terms and conditions of employment for all employees in the following appropriate unit as certified by the Bureau of Mediation Services in Case No. 99-PCE-487. All Principals and Assistant Principals employed in Independent School District No. 2310, Arlington, Minnesota, who are required to be and are certified as principals or assistant principals by the State Board of Education as a prerequisite to performing their respective assigned duties, who are employed more than 14 hours per week and more than 100 working days per year, and who devote more than 50% of their working time to administrative or supervisory duties, including those on leave of absence who are guaranteed a position upon their return.

The Employer agrees that it will not meet and negotiate or meet and confer with any other organization with respect to employees included in the appropriate unit, as long as the Association continues to be and duly authorized exclusive representative.

## ARTICLE III

## DEFINITIONS

The Following definitions shall be applicable to terms used in this contract:

Section 3.1 Principal. A “principal” is any person employed by the Employer who is included in the appropriate unit for which the association is recognized as exclusive representative under Article II.

Section 3.2 Grievances. A “grievance” is any dispute or disagreement as to the interpretation or application of any term or terms of the Contract.

Section 3.3 Other Terms. Other terms not specifically defined herein shall have the meanings given them under the PELRA.

## ARTICLE IV

### PROFESSIONAL RESPONSIBILITIES OF ADMINISTRATORS

It shall be the responsibility of all administrators covered by this agreement to discharge their responsibilities to the Employer and the faculty and students of the school system according to the job specifications for each administrative position, and in a manner, which exemplifies the fullest professional concern for the clientele and educational program of the school district.

The Employer shall expect the administrators to make recommendations concerning policies, implemented decisions and problem areas, and shall meet with the administrators to secure these recommendations.

The Employer shall expect the administrators to be up-to-date on the knowledge and technology of the profession. To facilitate this, the Employer will:

Section 4.1 Meetings, Workshops, Conventions: Provide time and school district funds for administrators to attend the appropriate local, state, and national meetings and workshops of their associations and other agencies or groups. As a minimum, each administrator shall be entitled to attend one national professional conference of their choice not to exceed two (2) said conventions within a four (4) year period of time.

Section 4.2 Travel: Reimburse each administrator at the rate as allowed by the Board of Education for the use of their private automobile in the performance of travel if school district cars are not available.

Section 4.3 Visitation: Expect the administrators to visit a minimum of three (3) other schools during each school year. The purpose would be to study the educational programs of other districts in order to gain ideas that could benefit our district. Any expenses incurred by such visitations shall be borne by the Employer.

Section 4.4 Office Staff. Provide access to full time secretarial help for all principals during the length of the principal's contract.

Section 4.5 Evaluation. It is recognized by the Board and the Association that one of the most important functions of principals is the evaluation of staff members. Therefore, the Association will be involved in any changes of evaluation instruments or processes, which involve bargaining units under their supervision.

Section 4.6 Open Personnel File. Before any material, which originates after the administrator is employed by the District, is placed in an administrator's official personnel file, they shall be given a copy of such material and shall sign the original document to indicate they have read it. If they so choose, the administrator may attach to the filed document any explanatory remarks they deem appropriate.

## ARTICLE V

### TERM OF EMPLOYMENT

The Principals will be on a twelve month contract of 260 days. They will be granted twelve paid holidays and twenty-two vacation days per year. ***Unused vacation must be taken within six (6) months after the end of the Contract year in which it is earned. Upon voluntary termination of employment, the Principal shall be entitled to payment for any unused vacation days earned and accrued pursuant to the provisions of this section; however, if the Principal is involuntarily terminated, he/she shall not be entitled to unused earned and accrued vacation days.***

## ARTICLE VI INSURANCE

Section 6.1 Hospitalization and Medical Insurance. The employer shall provide full family coverage under the schools group plan. In accordance with Affordable Care Act guidelines the district shall cap health insurance benefits at \$10,200 for single coverage and \$27,500 for other non self-only policies.

*In the event this Contract will cause or does cause penalties, fees, or fines to be assessed against the School District, the parties agree to reopen negotiations that result in a revised Contract between the parties that eliminates or reduces penalties, fees, or fines to be assessed against the School District. The amount of any reduction in the School District's contribution toward the Principal's healthcare benefits as a result of addressing the "highly compensated employee" component of the ACA will be placed into another School District provided benefit(s) (i.e., a retirement HRA, salary, etc.) as agreed upon between the parties.*

Section 6.2 If an employee chooses a high deductible/health savings account (HSA) insurance plan, the School District shall pay \$2000 of \$2600 for single plan deductible and \$4000 of \$5200 for two (2) person or family plan deductible.

Section 6.3 Each principal will have a self-insurance fund of \$1,000.00 maintained by the employer. Dental, optical or other non-paid medical expenses will be paid for each principal

from this fund upon presentation of accumulated bills. Bills will be submitted semiannually. This fund will not accumulate from year to year. The principal shall have the option of electing to add the medical stipend (\$1000) directly to their base salary. If principal chooses to add stipends to the base salary they are not eligible to submit for any medical reimbursement during that contract year. This election must be done by July 1<sup>st</sup> of the contract year.

Should the employee elect to enroll in an HSA insurance plan the \$1,000 shall be directly deposited in the HSA account.

#### Section 6.4 Severance Pay/Matching Annuities.

Subd. 1. Principals shall be entitled to a School District contribution to a 403B Matching Fund as provided for M.S. 556.24. The School District shall match the principal's contribution to any such plan up to the amount of \$3,200.00 per year.

Subd. 2. In addition, when principals employed prior to July 1, 2009, whose total years of service to the School District (excluding time spent on unpaid leave) and age equal 70, shall be entitled to a severance payment upon retirement from the School District. This severance payment shall be a combination of the School District's contribution to a qualified matching plan plus whatever dollar amounts is required to reach the guarantee base of \$57,000. Any amounts due to the principal by the School District at the time of retirement shall be paid in one lump sum or annual payments over a period of time not to exceed (5) years, at the option of the District. A Principal discharged by the School District shall not be eligible for a severance payment from the School District under this Section 6.3

Section 6.4 Long-Term Disability Coverage. The employer will pay for full coverage income protection insurance for all principals.

Section 6.5 Life Insurance. The School District shall provide a group term life insurance plan providing coverage of twice the annual salary of each individual principal, payable to the principal's named beneficiary.

Section 6.6 Survivors Benefits. If a principal (retired or active) who qualified under Article VI dies before all compensation due from the School District under this article is disbursed, the balance shall be paid to a named beneficiary or lacking one, to the deceased's estate.

Section 6.7 A principal, employed prior to July 1, 2009, who retires pursuant to section 6.3 subd. 2 of this Article shall be eligible to continue participation in the School District's group medical/hospitalization with the School District paying a maximum of \$12,500 for the retiring principal to use for the district-provided insurance policies of his/her choice or the cost of a full district offered single policy until the end of school year in which the principal qualifies for Medicare. The spouse may continue with coverage under the same medical plan, but at his or her own expense.

## ARTICLE VII LEAVES AND ABSENCES

Section 7.1 Sick Leave. Each administrator shall be credited with twenty (20) days sick leave allowance each year. The unused portion of such allowance shall accumulate from year to year to 150 days.

Section 7.2 Family Emergency Leave. Upon advance notice and approval by the Superintendent, a principal may apply accumulated sick leave benefits to absence during the basic school year due to death or critical illness in his immediate family. A principal's "immediate family" shall include parents, children, grandparents, grandchildren, brothers, sisters, brother-in-law, sister-in-law, spouse and spouse's parents.

Section 7.3 Death or Critical Illness of Relative or Close Friend.

Upon advance notice and approval by the Superintendent, a principal may apply accumulated sick leave benefits towards absence during the basic school year due to death or critical illness of a relative or close friend in order to avoid loss of pay for one (1) day per incident plus up to (2) days necessary travel time.

Section 7.4 Personal Leave. Each full-time principal is eligible for three (3) days of leave during each basic school year for necessary absence required for the transaction of personal business which cannot be completed outside the normal school day. This leave is non-cumulative and will not be deducted from sick leave credits. Examples of personal business which qualify for use of leave are court appearances, real estate dealings, cancelled airline flight preventing timely return to the district and other significant family events. The Superintendent must be informed at least one (1) duty day in advance of when a personal leave will be taken, except for an emergency situation.

Section 7.5 Sabbatical Leave. Qualified full-time principals may be eligible for sabbatical leave for graduate study or travel. In order to be eligible for sabbatical leave, a principal must have completed at least six (6) full basic school years of employment as a principal by the Employer since the latter of such principal's initial date of employment as a principal by the employer or the expiration of such principal's last previous sabbatical leave. The number of leaves which can be granted in any one year will not exceed one (1) per year. Each leave will normally be for the full basic school year and with sixty percent (60%) basic salary and full fringe benefits. The basic salary will be payable in 12 installments upon written agreement that the principal shall return for two years following the sabbatical leave.

Section 7.6 Emergency Leave. The administrator may be granted an emergency leave during the contract year at the discretion of the Superintendent. Any time granted to an Administrator under this section shall be made up by the Administrator on an equal time basis.

## ARTICLE VIII RETIREMENT

Retirement as allowed by law.

ARTICLE IX  
ADDITIONAL COMPENSATION

Under this article, Principals will be compensated for providing services of supervision and/or expertise under section 9.4 and 9.5.

Section 9.1 Extra Curricular. In this case, if a principal takes on additional duties normally held by teaching staff, compensation would be negotiated between the principal's association and the school board.

Section 9.2 After-School Activities. The principals will not be expected to take on any additional activities than those assumed during the prior year.

Section 9.3 The District will pay for administrative fees required by the Department of Education.

Section 9.4 Additional Compensation. Any co-curricular supervision which requires Saturday work or hours beyond-**5:00 PM on a weeknights** will be paid at the rate of \$30.00 per hour for the entire time of work or compensation time be given during regular working hours. Principals that substitute in classroom teaching for a period extending beyond six weeks will receive payment for each class hour taught at the regular substitute rate. This will be above their regular salary.

Administrators assigned to supervise lunch/hallways during the student lunch periods will not be charged for participating in the lunch program.

Section 9.6 Technology/Office Allowance. Each administrator will be allotted six hundred dollars (\$600) to purchase technology items or office equipment for their home office in the performance of their job in accordance with IRS Code Section 132, 162, and 167. The principal shall have the option of electing to add the Technology/Office Allowance (\$600) directly to their base salary. If principal chooses to add stipends to the base salary they are not eligible to submit for any Technology/Office Allowance during that contract year. This election must be done by July 1<sup>st</sup> of the contract year.

ARTICLE X  
SALARIES

The salaries of the administration covered by this agreement shall be as follows:

	<u>2020-2021</u>	<u>2021-2022</u>
Amanda Feterl – Elementary Principal		\$102,401.00
Jeremy Wagner – MS/HS Principal	\$102,401	\$104,449.02



At the start of the fifteenth year of employment as an administrator and continuing throughout their district employment, each principal will receive a career increment of \$1250 added to their base salary.

## ARTICLE XI PAYCHECKS

Section 11.1 Basic Annual Salary. The principal's basic salary will be paid in twenty four (24) equal monthly installments on the 15<sup>th</sup> and 30<sup>th</sup> of each month.

Section 11.2 Payroll Deductions. Upon appropriate written authorization from the administrator, the Employer shall deduct from the salary of any administrator and make appropriate remittance for credit union, savings bond, tax deferred annuities, or any other plans or programs jointly approved by the Employer and the Association.

## ARTICLE XII PUBLIC OBLIGATION

The Employer and the Association mutually recognize that their first obligation is to the public, and that the right of the students and the residents of this district to the continuous and uninterrupted operation of their schools are of paramount importance during the term of this Contract neither the Association nor any individual principal shall engage in any strike. The Administrators covered by this agreement, in the event of a strike or work stoppage by other groups of district employees, will consider themselves to be on duty for the purpose of carrying out board policy and insuring the safety of personnel and property.

## ARTICLE XIII GRIEVANCES PROCEDURES

Section 13.1 Grievance Definition. A grievance shall mean an allegation by a principal resulting in a dispute or disagreement between the principal employee and the school board as to the interpretation or application of terms and conditions of employment insofar as such matters are contained in this Agreement.

Failure at any step of the procedure to appeal the grievance to the next step shall be deemed to be in agreement with the decision rendered at that step. A grievance that affects a group of principals may be submitted in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

The Sibley East Principal's Association represents all principals covered by this agreement regardless of membership. The Association shall be permitted to be heard at each level of the procedure under the grievance to be considered.

Section 13.2 A Level One: If a principal, assistant principal or a group of such principals believe there has been a violation of misinterpretation of the Agreement or that such person or persons identified above has been treated unfairly, they shall discuss the matter verbally with the

Superintendent, in an attempt to arrive at a satisfactory solution. If a satisfactory settlement cannot be reached as a result of this meeting and the complaint or controversy shall be submitted in writing and processed through the following grievance procedure:

In the event that a conference or hearing under the grievance procedure is held during school hours, each administrator who is a party or witness shall be excused from his regular duties, with pay, to attend such a conference or hearing.

The written grievance signed by the aggrieved principal(s) involved and the Association Representative shall be presented to the immediate superior who shall, within five (5) working days, meet with the aggrieved parties and their representative and give a written answer to the grievance within five (5) working days. Failure to meet the ten (10) day limitation automatically settles the grievance in favor of the aggrieved.

B. Level Two: If the grievance has not been resolved in Level One, it shall then be presented to the Superintendent of Schools who shall within five (5) working days set up a meeting with the aggrieved and the Association Representative and the aggrieved within five (5) working days thereafter. Failure to meet this ten (10) day limitation automatically settles the grievance in favor of the aggrieved.

C. Level Three: If a solution to the dispute has not been agreed to during Level Two procedures, the grievance shall be presented to the Sibley East School Board at its next regularly scheduled session or within fifteen (15) calendar days after the Level Two time period has expired, whichever occurs first. (A special board meeting may be necessary). The School Board shall conduct a hearing (Public or Private at the option of the party grieved) with the aggrieved principal and the Association Representative and their Counsel, with witness testifying, to discuss the matter and arrive at a solution, which must be submitted in writing to the Association Representative and the aggrieved within ten (10) working days after the hearing. Failure to meet the time limitation automatically settles the grievance in favor of the aggrieved. If no solution can be reached between the Board and the aggrieved, the matter will proceed to arbitration within given working days after receipt of the School Board's answer.

D. Level Four: If no solution has been reached at this point, the Superintendent and the aggrieved party will attempt to select a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If no such agreement has been reached within five (5) working days, a request of a list of five (5) names from the director of the Bureau of Medication Services, State of Minnesota will be made. The parties shall alternately strike names from the list until only one name remains who shall be the arbitrator to hear and decide the solution to the grievance. The School Board representative shall strike the first name.

1. Hearing – The grievance shall be heard by a single arbitrator and both parties may be represented by such person or persons they may designate, and the parties shall have the right to a hearing at which time both parties will have opportunity to submit evidence, offer testimony, and make oral or written arguments relating to the issues before the arbitrator.

2. Decision – The decision by the arbitrator shall be rendered within a time schedule mutually agreed to. Decisions and awards by the arbitrator in cases properly before him shall be final and binding upon the parties.

3. Expenses – All expenses involved at such hearing shall be borne equally by the School Board and the Principal's Association.

4. Jurisdiction – The arbitrator shall have jurisdiction over disputes or disagreements relating to grievances properly before the arbitrator pursuant to the terms of this grievance procedure.

Section 13.3 A. Reprisals: No reprisals of any kind will be taken by the Board of Education or any member of the administration against any aggrieved person, or any other participants in the grievance procedure by reason of such participation. No grievance or decision rendered on a grievance shall be placed in an administrator's personnel file, nor shall it become a part of the minutes of any Board of Education meeting, except as to reference by number.

#### ARTICLE XIV ADMINISTRATIVE REVIEW IN EMPLOYEE GROUP NEGOTIATIONS

All administrators have legitimate concerns, expertise, and perspective in the areas covered by the demands presented in the negotiations process with other groups of employees. These concern, expertise and perspective are essential input to the Employer in the decision making process of negotiations. The Superintendent is to keep the principals informed of any actions of business at the conclusion of each negotiations meeting between the local SEEA and the Board of Education. Therefore, the Employer shall instruct its negotiators to meet with the administrator's organization with sufficient frequency to receive this input and shall keep the Association informed on a current basis of all demands presented and action taken thereon.

#### ARTICLE XV MANAGEMENT RIGHTS

Section 15.1 Authority and Power of the Employer. The Laws of the State of Minnesota have vested in the Employer the full authority to manage and direct the operation of the school district, and to adopt, modify, or repeal policies, rules and regulations for the district. All such management and direction of the Employer shall continue unimpaired, except as limited by a specific provision of this Contract.

Section 15.2 Provision Contrary to Law. Any portion of this Contract which violates any provision of the laws of Minnesota or the United States, or any rules or regulation promulgated there under, either now or hereafter, shall be null and void and without force and effect. The provisions of the contract shall be severable, and if any provision hereof or the application of any such provision under any circumstances is held invalid, it shall not effect any other provisions of this Contract or the application of such provision under other circumstances. The Employer and the Association shall meet to attempt to negotiate an amended clause to replace any invalid provision.

ARTICLE XVI  
DURATION AND RENEGOTIATION OF CONTRACT

Section 16.1 Term of Contract. This Contract shall become effective as a July 1, 2014, and shall continue in full force and effect to include June 30, 2016, and thereafter, except as modified in accordance with the provisions of this Article XVI.

Section 16.2 Effect of Contract. Any and all prior agreements, resolutions, practices, policies, rules, and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Contract, are hereby superseded.

Section 16.3 Modification. A notice of desire to modify this Contract shall be given by either party, 60 days prior to end of contract.

Section 16.4 Negotiations During Term. The parties mutually acknowledge that during the negotiations which resulted in this Contract, each had the unlimited opportunity to make demands and proposals regarding terms and conditions of employment for principals. All understandings and agreements arrived at by the parties are set forth in this Contract. For the duration of this Contract, the Employer and the Association each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment, unless mutually agreed upon by both parties.

Section 16.5 Modification of this Agreement. In the event that the parties must use arbitration procedure to bring about modification of this agreement, a single arbitrator shall be selected from a list of five (5) arbitrators obtained by the employer from the Bureau of Mediation Services. The arbitrator shall be selected from this list until one name remains. The School Board shall strike the first name.

IN WITNESS THEREOF, the parties have executed this Agreement as follows:

Sibley East Principals Association

Independent School District 2310

\_\_\_\_\_  
President



\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Clerk

Dated this 5<sup>th</sup> of May 2021

## Community Solar Subscription Proposal

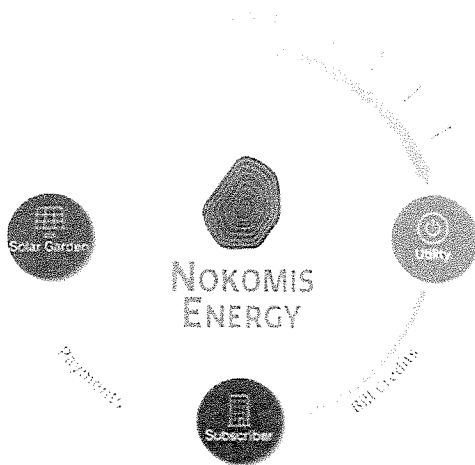
Nokomis Energy is pleased to offer you the opportunity to subscribe to its community solar gardens. The subscription is based on delivering a fixed savings rate of \$0.01 off your Xcel Energy bill for every kWh your subscription produces. This simple and certain *savings-only-contract* means you only pay for what you save regardless of what happens to future electricity prices.

### Sibley East Public Schools – Here are Your Savings.

Now that your eligibility is determined, and your usage information is in hand we have sized your subscription. These are the highlights of the proposal:

**1¢ per kWh** – Savings Rate      **\$1,011** – Estimated Year 1 Savings  
**25 years** – Term length      **\$23,752** – Estimated Lifetime Savings

Premise Name(s)	Subscription Size
Sibley East Elementary School – Gaylord, MN	101,071 kWh (Remaining Load)



### Local. Simple. Certain.

Community solar offers you one of the only ways to reduce your electricity costs without reducing your consumption, all while contributing to the development of local energy infrastructure.

- No Changes to Your Facilities
- No Upfront Costs
- Savings Only Contract

### Our Subscribers



### Quote Details - Your 25 Year Outlook

Your fixed savings rate is based on the delta between your Xcel Bill Credit Value and Nokomis Energy's Subscription Rate, per kilowatt-hour generated by your portion of the community solar garden. Below, shows your Value of Solar bill credit rate and the community garden subscription rate. Also, the estimated energy that will be generated and your savings tied to it by year for 25 years. With your fixed savings rate, you only pay for what you save.

Yr	Value of Solar Bill Credit Rate (\$/kWh)	Nokomis Subscription Rate (\$/kWh)	Fixed Savings rate (\$/kWh)	Estimated Solar Energy Generated (kWh)	Estimated Savings Generated (\$)
1	0.0940	0.0840	0.01	101,071	\$1,011
2	0.0961	0.0861	0.01	100,565	\$1,006
3	0.0982	0.0882	0.01	100,060	\$1,001
4	0.1004	0.0904	0.01	99,555	\$996
5	0.1027	0.0927	0.01	99,049	\$990
6	0.1050	0.0950	0.01	98,544	\$985
7	0.1073	0.0973	0.01	98,039	\$980
8	0.1097	0.0997	0.01	97,533	\$975
9	0.1121	0.1021	0.01	97,028	\$970
10	0.1146	0.1046	0.01	96,523	\$965
11	0.1172	0.1072	0.01	96,017	\$960
12	0.1198	0.1098	0.01	95,512	\$955
13	0.1225	0.1125	0.01	95,006	\$950
14	0.1252	0.1152	0.01	94,501	\$945
15	0.1280	0.1180	0.01	93,996	\$940
16	0.1309	0.1209	0.01	93,490	\$935
17	0.1338	0.1238	0.01	92,985	\$930
18	0.1368	0.1268	0.01	92,480	\$925
19	0.1398	0.1298	0.01	91,974	\$920
20	0.1429	0.1329	0.01	91,469	\$915
21	0.1461	0.1361	0.01	90,964	\$910
22	0.1494	0.1394	0.01	90,458	\$905
23	0.1527	0.1427	0.01	89,953	\$900
24	0.1561	0.1461	0.01	89,448	\$894
25	0.1596	0.1496	0.01	88,942	\$889
			0.01	2,375,162	<b>\$23,752</b>



## Assumptions

Please consider the following information when considering this proposal.

1. Proposal Based on the following Xcel electricity usage information provided by the customer or estimation by Nokomis Partners.

Building	Xcel Account #	Premise #	Annual Usage
625 Harvey Dr, Gaylord, MN 55334	11212947	304565574	101,071 kWh

2. Savings estimate is based on the number of kilowatt hours the solar garden is projected to produce. Modeling is performed using PVSYST and a local weather file.
3. System performance is expected to degrade at 0.5% annually based on the solar module's warranted degradation.
4. Savings are realized through a combination of bill credits via your Xcel electricity bill and subscription payments made to Nokomis.
5. Subscription does not include rights to renewable energy certificates.
6. This proposal is based on projects receiving a Value of Solar Rate tariff.
7. Final subscription size is based on annual usage at time of initial garden operation, garden availability and location.



## Our Offer: A Fixed Savings Rate

**How it Works:** Nokomis builds Solar Gardens as a part of Xcel Energy's Solar Rewards Community Program and connects them to Xcel's distribution grid. Xcel Energy provides Nokomis Bill Credits for the energy produced by the Solar Garden. Nokomis sells these Bill Credits to subscribers at a defined Subscription Rate. These Bill Credits reduce a subscriber's Xcel Energy bills.

**How We Lock in Your Savings Rate:** A Fixed Savings Rate means your Subscription Rate is always lower than the value of the Bill Credits you receive. The value of the Bill Credits is based on a contracted 26-year schedule known as the Value of Solar (VoS). By offering a Subscription Rate that is always a fixed amount below the Bill Credit Value, subscribers can lock into a Fixed Savings Rate.

Bill Credit Value – Subscription Rate = Fixed Savings Rate

## Subscription Process

### 1. Preliminary Proposal

Once we gather your Xcel Energy Usage data, we prepare a proposal for you based on the information you have provided. The major terms of the proposal are:

- a) Savings Rate – the per bill credit savings your subscription will generate.
- b) Size of subscription – the size of the subscription you are eligible for.
- c) Estimated solar performance – how many bill credits we expect the subscription to generate.
- d) Term length – The length of the contract.
- e) Total estimated savings – The total savings we estimate you will receive.

### 2. General Conditions – To be signed at initial contracting.

These are all the major terms that govern your subscription and specify the desired amount of electricity you wish to subscribe. At this time, we will also:

- a) Request that you sign an Xcel's Subscriber Agency Agreement which grants Nokomis and Xcel approval to work together to subscribe your premises to a community solar garden.
- b) Confirm your credit via a rating agency if available OR based on your last 3 years financials.

We then populate the contracts and issue for final review and signing.

### 3. Garden Conditions – To be signed upon construction of the solar garden.

This section outlines the specifics of the solar garden you will be subscribing to. This is where we allocate, at a minimum, the usage from the exclusivity section of the General Conditions.

### 4. Bill Credit Delivery

Once the gardens are turned on, you will begin seeing bill credits delivered to your Xcel bill. These savings are what your subscription payments are based on. You only pay when you save.



## Additional Information

### *Our Partnership with Xcel Energy*

Nokomis builds Solar Gardens as a part of Xcel Energy's Solar Rewards Community Program and connects them to Xcel's distribution grid. Xcel Energy provides Nokomis Bill Credits for the energy produced by the Solar Garden. Nokomis sells these Bill Credits to subscribers at a defined Subscription Rate. These Bill Credits reduce a subscriber's Xcel Energy bills.

### *Contract Term Length*

The subscription contract is for 25 years. The term length is designed to deliver you long term energy savings and decrease your exposure to utility rate changes. Regardless of whether rates go up or down, your savings are based purely on how well the garden performs.

### *Contract Early Termination Provisions*

Our contracts are structured to ensure you always save. Regardless, you can exit your subscription in certain events.

- Commercial operation date not achieved – The solar garden does not achieve commercial operation by the agreed upon date.
- Subscriber ceases to be an Xcel Customer – Subscriber moves the premises out of Xcel Territory, Subscriber moves the premises outside of the solar garden's eligible counties, subscriber shuts down the premises.
- Transfer/Assignment to another subscriber – Subscriber wants to exit contract or transfer savings to another entity.

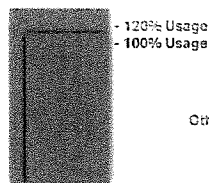
### *Monthly Billing*

- $\text{Bill Credits Generated} \times \text{Bill Credit Rate} = \text{Total Credit applied to your Xcel bill}$
- $\text{Bill Credits Generated} \times \text{Subscription Rate} = \text{Total amount you owe Nokomis (Billed separately)}$
- What if the value of the bill credits exceeds your total electricity bill? Not to worry, Xcel pays out excess bill credits annually.

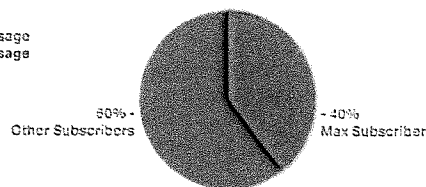
## Program Rules / Eligibility



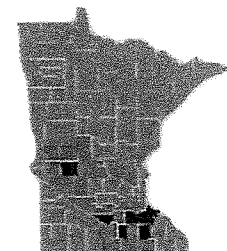
Must be an Xcel Energy Customer



Maximum consumption based on 120% historical annual usage



Subscription must not exceed 40% of a single garden. May subscribe to multiple gardens



A Subscriber must be in the same or an adjacent county to the solar garden



# COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT

## GENERAL TERMS AND CONDITIONS

This Community Solar Garden Subscription Agreement (“Agreement”) is entered into as of the \_\_\_ day of \_\_\_, 2021 (the “Effective Date”) by and among Nokomis Energy LLC, a Minnesota limited liability company (“Nokomis”) and Sibley East Public Schools (“Subscriber”). Nokomis and Subscriber may be referred to individually as a “Party” and collectively as “the Parties.”

### RECITALS

WHEREAS, Nokomis is a developer and operator of solar (photovoltaic) electric generation facilities qualified as “Community Solar Gardens” (“CSG”) pursuant to Minn. Stat. 216B. 1641 (“CSG Program”) and has entered or will enter into a Standard Contract for Solar\*Rewards Community (“CSG Contract,” attached as Exhibit A) with Northern States Power Company, a subsidiary of Xcel Energy, Inc. (“XCEL”);

WHEREAS, Nokomis will deliver the energy produced by the CSG(s) to XCEL, which will provide bill credits (“Bill Credits”) for those XCEL customers who are subscribers of Nokomis;

WHEREAS, Subscriber desires to become a CSG subscriber by making monthly payments in exchange for a percentage allocation of the energy produced by the CSG(s) and the corresponding Bill Credits on Subscriber’s XCEL bill;

THEREFORE, in consideration of the foregoing recitals, the mutual promises, representations, warranties, covenants, conditions contained herein, and the Garden Terms and Conditions and Exhibits attached hereto, the Parties agree as follows:

#### 1. Exclusive Allocation.

Subscriber grants to Nokomis the exclusive right to subscribe its XCEL electricity load as defined below to a Nokomis CSG (“Exclusive Allocation”).

Xcel Account No:	Premise No:	Xcel Account Address	Load Allocation *
11212947	304565574	625 Harvey Drive, Gaylord, MN 55334	120%, less previously subscribed 501,325.96 kWh

*\* Load allocation must be in accordance with Xcel Terms & Conditions as stated on sheet 9-65 of Minnesota Electric Rate Book MPUC No. 2:*

[https://www.xcelenergy.com/staticfiles/xcel/PDF/Regulatory/Me\\_Section\\_9.pdf](https://www.xcelenergy.com/staticfiles/xcel/PDF/Regulatory/Me_Section_9.pdf)

Subscriber agrees not to subscribe, assign, allocate or otherwise provide the Exclusive Allocation to another CSG, developer or other distributed generation resource serving the Subscriber Site, without Nokomis’ prior written consent, which it may withhold in its sole discretion, for two (2) years from the Effective Date of this Agreement.

2. Community Solar Garden Terms and Conditions.

Nokomis will make a good faith effort to subscribe the entire Exclusive Allocation to one or more Nokomis CSG(s) (each a “Facility”), as set forth in the Garden Terms and Conditions attached hereto. For each such successful allocation to a Facility, the parties shall execute a copy of the Garden Terms and Conditions. All subscriptions will provide a rate of one cent(s) per kWh (\$0.01/kWh) for each Bill Credit generated. Exhibit B to the Garden Terms and Conditions will contain a specific rate schedule for Subscriber’s Allocation at each Facility.

The Garden Terms and Conditions for each Facility (attached hereto) contain the Facility’s generating capability (“Facility Capacity”), the location of each Subscriber premise whose load is subscribed to that Facility (“Subscriber Site”), the percentage of Facility Capacity assigned to Subscriber (“Subscriber’s Allocation”), and Subscriber’s Allocation represented in kWDC (“Allocation Amount”).

These general terms and conditions are explicitly incorporated into each Garden Terms and Conditions and together form one Community Solar Garden Subscription Agreement.

3. Term.

This Agreement commences on the Effective Date, and unless earlier terminated pursuant to the provisions herein, shall terminate on the 25<sup>th</sup> anniversary of the Commercial Operation Date (as defined below) (the “Term”). The Term shall not be extended by virtue of any period of disconnection or event of Force Majeure experienced by the Facility.

4. Operation of the Facility.

a. Nokomis shall promptly notify Subscriber of the Date of Commercial Operation of each Facility as established pursuant to the CSG Contract (“Commercial Operation Date”).

b. Nokomis shall operate the Facility during the Term so as to deliver all energy generated by the Facility to XCEL in accordance with the CSG Contract and applicable XCEL tariffs. Nokomis shall maintain the Facility in good working order at all times during the Term, and shall operate the Facility in a manner reasonably intended to maximize the amount of Bill Credits allocable to Subscriber, consistent with good custom and practice for operation of electricity generating facilities.

c. Nokomis will provide written notice to Subscriber when it becomes aware the Facility is out of service for longer than two (2) consecutive weeks, which notice shall include an estimate of how long the outage will last and the estimated loss of electricity production.

d. All installations, upgrades and repairs will be under direct supervision of a qualified professional and that maintenance will be performed according to industry standards, including the recommendations of the manufacturers of solar panels and other operational components. A copy of the solar panel module warranty for the solar panel modules installed or to be installed at Facility is attached as Exhibit F to the Garden Terms and Conditions. Nokomis’ long-term maintenance plan is attached as Exhibit G to the Garden Terms and Conditions.

5. Subscriber Eligibility

In order to purchase Subscriber’s Allocation under this Agreement and receive the corresponding Bill Credits, Subscriber must meet the following criteria:

- a. Subscriber must be an XCEL Customer and Account Holder;
- b. The Subscriber Site must be located within the county or an adjacent county as the Facility;
- c. Subscriber's Allocation may not exceed forty percent (40%) of the Facility Capacity;
- d. The Allocation Amount, combined with other distributed generation resources serving the Subscriber Site, cannot exceed one hundred and twenty percent (120%) of the Subscribers average annual energy usage for the twenty-four (24) months prior to the Effective Date;
- e. The Allocation Amount must be at least two hundred (200) watts; and
- f. Subscriber must be deemed credit worthy by Nokomis at the Effective Date, in Nokomis' sole and absolute discretion.

6. Subscriber's Allocation; Sale and Purchase of Bill Credits

a. Nokomis agrees to sell to Subscriber and Subscriber agrees to purchase from Nokomis, Subscriber's Allocation and the right to receive corresponding Bill Credits for the Term.

b. Subscriber agrees not to install or procure any other distributed generation serving Subscriber's premise during the Term that would cause Subscriber to no longer be eligible to purchase the exclusive allocation.

c. If the actual capacity of the Facility at the Commercial Operation Date ("Actual Capacity") is different than the Facility Capacity set out above, the Allocation Amount shall be automatically amended upon notice to Subscriber to reflect the lesser of (1) the product of Subscriber's Allocation multiplied by the Actual Capacity, or (2) the maximum Allocation Amount for which the Subscriber is eligible under the CSG Program.

d. The Bill Credits on Subscriber's monthly XCEL bill will equal the product of (i) Subscriber's Allocation, (ii) the number of kilowatt hours of electrical energy the Facility generated in the previous month, and (iii) the Value of Solar Tariff Rate applicable to the Facility, as approved by the Minnesota Public Utilities Commission and calculated by XCEL ("Bill Credit Rate"). The Bill Credit Rate is estimated in the Schedule of Expected Deliveries of Bill Credits attached as Exhibit B to the Garden Terms and Conditions.

e. Subscriber shall not be entitled to the benefits or derivatives of Renewable Energy Credits ("RECs"), rebates, unsubscribed electrical energy, tax credits, or other tax or environmental benefits associated with owned or operating the Facility.

f. For Subscriber's Allocation and the right to receive corresponding Bill Credits, Subscriber agrees to pay Nokomis an amount (the "Monthly Subscription Payment") equal to the product of (i) Subscriber's Allocation, (ii) the number of kilowatt hours of electrical energy the Facility generates in the previous month, and (iii) the "Subscription Rate" (Exhibit B to the Garden Terms and Conditions provides a schedule of the Subscription Rate over the course of the Term).

g. The amount of electrical energy produced by the Facility is not guaranteed by Nokomis and underperformance shall not constitute a breach or default under this agreement. In any month

where the Facility generates fewer kilowatt hours of electrical energy than the Facility Capacity, thereby reducing the Allocation Amount, the underperformance will be represented in a proportional reduction of the Monthly Subscription Payment. The proportional reduction of the Monthly Subscription Payment shall be Subscriber's sole remedy under this Agreement.

h. Commencing on the first day of the first calendar month following the Commercial Operation Date, Nokomis shall invoice Subscriber for the Monthly Subscription Payment. Subscriber agrees to make its Monthly Subscription Payments through an "automatic transfer of funds" prior to the invoice due date. Any amounts not paid prior to the invoice due date will accrue interest at a rate of eight percent (8%) or the maximum rate allowed by law, whichever is greater, per annum from the invoice due date until Nokomis receives payment.

i. Nokomis reserves the right to stagger the billing cycle of the Monthly Subscription Payment to match XCEL's billing cycle for the Bill Credits associated with that Monthly Subscription Payment. For example, Nokomis may delay the Monthly Subscription Payment so that it falls in the same month as the Bill Credits purchased with that Monthly Subscription Payment appear on the Subscriber's XCEL bill. In the event the billing cycle is staggered, Subscriber acknowledges that there may be reconciliation payments due to Nokomis at the end of the Term or if this Agreement is otherwise terminated during the Term.

j. If, as a result of an XCEL billing adjustment for any billing period, the quantity of energy allocated to Subscriber by Nokomis is changed, Subscriber and Nokomis agree to reconcile the change in good faith. Subscriber acknowledges that Nokomis does not guarantee the amount of electrical energy the Facility will produce, the amount of electrical energy produced in a given month corresponding to Subscriber's Allocation, or the monetary value of the Bill Credits.

#### 7. Subscriber Data; Records and Audits

a. Subscriber authorizes Nokomis to provide XCEL with Subscriber's Allocation, Allocation Amount, Subscriber's name, Subscriber's XCEL Premise Number and Account Number(s), Subscriber's bank account information used for "automatic transfer of funds" information, and service address(es) (collectively "Subscriber Data").

b. Subscriber authorizes Nokomis or its designee to obtain its credit report now and in the future, answer questions others may ask regarding Subscriber's credit and share Subscriber's credit information with Nokomis' financing partners. Subscriber hereby certifies that all information Subscriber provides to Nokomis in connection with checking Subscriber's credit will be true and understands that this information must be updated upon request if Subscriber's financial condition changes.

c. Upon request by Subscriber, Nokomis shall provide (i) evidence of the accuracy of its metering equipment for the Facility and/or (ii) such other information and records requested by Subscriber to enable Subscriber to verify the accuracy of the Bill Credits awarded by XCEL and any other calculation and/or measurements described in this Agreement.

d. Starting within twelve (12) months of the Commercial Operation Date, Nokomis shall provide to Subscriber signed and notarized public annual reports containing at a minimum: the energy produced by the Community Solar Garden; financial statements including a balance sheet, income statement, and sources and uses of funds statement; and, identification of the management and operatorship of the Community Solar Garden Operator.

#### 8. Publicity and Intellectual Property.

a. Subscriber hereby grants to Nokomis a limited, non-exclusive, royalty-free license to use Subscriber's trademarks, logos and trade name ("Subscriber IP") to promote Nokomis and this subscriber agreement. In addition, Nokomis may from time to time, at its sole option, identify Subscriber as a Nokomis solar garden subscriber in or on Nokomis' website, sales and marketing materials, press releases, or any other marketing communications. Nokomis shall not use Subscriber IP without the prior written consent of Subscriber.

b. Nokomis hereby grants to Subscriber a limited, non-exclusive, royalty-free license to use Nokomis' trademarks, logos and trade name ("Nokomis IP") in order to promote Subscriber and this subscriber agreement. In addition, Subscriber may from time to time, at its sole option, identify Nokomis as a Solar Garden or Clean Energy Partner in or on marketing materials, press releases, or any other marketing communications. Subscriber shall not use Nokomis IP without the prior written consent of Nokomis.

c. Other than the licenses set forth in this Section, this Agreement does not give either party any license or ownership rights in the other party's trade name, trademarks, confidential information, software, or other intellectual property rights.

9. Taxes.

a. Subscriber shall be solely liable for sales, use, or similar taxes imposed by a governmental entity having jurisdiction over Subscriber and the Facility, where such taxes are attributable to the sale of Bill Credits allocated to the Subscriber.

b. Subscriber shall have no interest in and have no entitlement to claim any REC, investment tax credit or other tax benefits related to ownership of the Facility.

10. Representations, Warranties and Covenants

a. Each Party represents and warrants to the other Party:

i. The Party is duly organized, validly existing, and in good standing in the jurisdiction of its organization and is qualified to do business in the State of Minnesota;

ii. The Party has full legal capacity to enter into and perform this Agreement;

iii. The execution of the Agreement has been duly authorized, and each person executing the Agreement on behalf of the Party has full authority to do so and to fully bind the Party; and

iv. To the best of its knowledge, there is no litigation, action, proceeding or investigation pending before any court or other Governmental Authority by, against, affecting, or involving its ability to carry out the transactions contemplated herein.

v. This Agreement constitutes a legally valid and binding obligation enforceable against such Party in accordance with its terms; and

vi. Each party is in good financial condition, there are no bankruptcy

proceedings against it, no filings against it for involuntary bankruptcy, and it has no knowledge of any material legal and/or financial claims, issues, or proceedings against it that would have an adverse material effect on its financial condition.

b. Nokomis represents, warrants, and covenants to Subscriber:

i. Nokomis has, or in the ordinary course will obtain, all licenses, permits and any other required documents to construct and operate the Facility;

ii. Nokomis shall perform its obligations under the CSG Contract and otherwise comply with all provisions of the CSG Program and other applicable tariffs.

iii. Nokomis has, or will obtain the necessary funds to construct, operate and maintain the Facility.

iv. Except as may be required by law or regulation, or with Subscriber's consent, Nokomis will not publicly disclose Subscriber's Data, energy usage data, or Bill Credits.

c. Subscriber represents, warrants, and covenants to Nokomis:

i. Except to the extent permitted by Exclusive Allocation., Subscriber agrees not to install or procure any other distributed generation resource(s) serving Subscriber's premise during the term of this Agreement that would cause Subscriber to no longer be eligible to purchase Subscriber's Allocation from the Facility.

ii. Within thirty (30) days of request by Nokomis, which request shall be made not sooner than the date of commencement of construction of the Facility, Subscriber shall complete, execute, and deliver to Nokomis the Subscriber Agency Agreement in the form attached hereto as Exhibit C to the Garden Terms and Conditions. Upon execution, all of the information and statements of Subscriber provided therein shall be accurate.

iii. Subscriber understands and agrees it will have no interest in or entitlement to (a) benefits or derivatives of "Unsubscribed Energy" or "RECs" associated with the Facility as each is defined in the CSG Contract; or (b) incentives under XCEL's Solar Rewards program associated with the Facility.

iv. Subscriber acknowledges and agrees that Nokomis does not guarantee production and that Subscriber has no defenses, set-offs, bases for withholding payments, counterclaims, or failure of performance claims against Nokomis.

v. Subscriber understands and agrees that this Agreement does not afford Subscriber any stock, share, or ownership interest in Nokomis or the Facility, its assets, income, or profits nor is it a guarantee, warrant, or right to purchase the foregoing. Subscriber acknowledges that the neither this Agreement, Facility Capacity, Bill Credits, nor Subscriber's Allocation, have been registered under any securities laws or regulations and Subscriber agrees not to assign, transfer, sell or otherwise dispose of the Subscriber's Allocation and Bill Credits in such a manner that will violate any securities laws or regulations.

vi. Subscriber acknowledges and agrees it will promptly notify Nokomis of any changes in Subscriber's Data.



11. Default.

- a. Events of Default. The following shall each constitute an Event of Default

by a Party:

i. Subscriber fails to make any material payment due under this Agreement within thirty (30) days after delivery of notice from Nokomis that such payment is overdue.

ii. Subscriber materially fails to perform or comply with any material representation, warranty, obligation or covenant set forth in this Agreement and such failure continues for a period of thirty (30) days after delivery of notice thereof from Nokomis.

iii. Subscriber assigns, transfers, encumbers, or sells this Agreement or any part of Subscriber's Allocation or Bill Credits in violation of this Agreement.

iv. Subscriber makes an assignment for the benefit of creditors, admits in writing its insolvency, or is subject to a petition for dissolution or reorganization, voluntary or involuntary, under the U.S. Bankruptcy Code.

v. Nokomis substantially abandons a Facility and such default continues for a period of thirty (30) days after delivery of notice from Subscriber, provided that if such default may not reasonably be cured within thirty (30) days, such cure period may be extended for a reasonable period of time not to exceed an additional sixty (60) days.

vi. Nokomis is deemed to have committed fraud or gross negligence in the performance of its obligations under the Agreement.

b. Production of fewer kilowatt hours of electrical energy than the Facility Capacity shall not constitute an Event of Default under this Agreement. The proportional reduction of the Monthly Subscription Payment shall be Subscriber's sole remedy for underperformance under this Agreement.

- c. Force Majeure

If by reason of Force Majeure, Nokomis is unable to carry out, either in whole or in part, any of its obligations herein, such Nokomis shall not be deemed to be in default during the continuation of such inability, provided that within a reasonable time after the occurrence of the Force Majeure event, Nokomis gives Subscriber notice describing the particulars of the occurrence and the anticipated period of delay and uses reasonable efforts to remedy the cause(s) preventing it from carrying out its obligations. "Force Majeure" as used in this Agreement shall mean an event or circumstances beyond the reasonable control of Nokomis not resulting from the Nokomis's negligence, including, but not limited to fire, acts of God, earthquake, flood or other casualty or accident; break down or failure of XCEL's electric distribution system; serial equipment defect; strikes or labor disputes; war, civil strife or other violence; and any law, order, proclamation, regulation, ordinance, action, demand or requirement of any government agency or utility.

12. Early Termination.

a. Upon the occurrence of an Event of Default, the non-defaulting party may terminate the Agreement ninety (90) days after providing notice of termination to the defaulting party, unless the default is cured within that ninety (90) day period.

b. If at any time Subscriber or any premise of Subscriber ceases to be an XCEL customer, Subscriber may terminate this Agreement (or only as applicable to that premise) upon the following terms and conditions:

i. Subscriber provides one hundred eighty (180) days advanced notice to Nokomis;

ii. Subscriber pays Nokomis all amounts due and owed to Nokomis after reconciliation of the Monthly Subscription Payment; and either:

- Subscriber agrees to work with Nokomis to identify a Replacement Subscriber eligible to purchase Subscriber's Allocation from the Facility, which has the same or better credit as Subscriber, and actually executes a Subscription Agreement to become a Subscriber of the Facility, or
- Subscriber pays Nokomis a Transfer Fee of \$500 and a subscriber acquisition fee of \$0.003/kWh based on the amount of the Allocation Amount that has not been replaced or transferred at time of termination.

Subscriber agrees to use all reasonable efforts to assist Nokomis with the transfer to a new Subscriber, including but not limited to executing an assignment of Subscriber's Allocation to Nokomis or a new Subscriber, and any other documentation associated with the termination.

Nokomis shall use all reasonable efforts to have Replacement Subscriber become a Subscriber of the Facility, but under no circumstances shall Nokomis be liable to Subscriber if no Subscription Agreement is executed between Nokomis and Replacement Subscriber. Subscriber agrees that the Termination Fee is a fair estimate of Nokomis' administrative expenses associated with the termination and such fee may not be reduced by Nokomis or Subscriber's mitigation. If Subscriber terminates this Agreement, Nokomis shall have no further liability to Subscriber and shall not be required to refund or otherwise compensate Subscriber pursuant to this Agreement.

c. If at any time Subscriber ceases to be eligible to purchase Subscriber's Allocation from the Facility, this Agreement may be subject to termination by Nokomis.

d. This Agreement may be terminated upon the death of Subscriber, if Subscriber is a natural person and the sole XCEL account holder associated with the Bill Credits.

e. In the event of Subscriber's breach, repudiation, or termination of this Agreement constituting an Event of Default or violation of Section 12(b) or (d) herein, Nokomis shall be entitled to recover from Subscriber (subject to Nokomis' duty to mitigate damages): (i) the unpaid Monthly Subscription Payments due at the time of such breach, repudiation, or termination; and (ii) Nokomis' damages resulting from Subscriber's breach, repudiation, or termination, including estimated Monthly Subscription Payments over the remaining Term less compensation received by XCEL, if any, attributable to Subscriber's Allocation. Any post-termination Monthly Subscription Payments that may qualify as damages under this section will be calculated based on the Schedule of Expected Deliveries of Bill Credits (Exhibit B) and the Bill Credit Rate applicable to each year of the remaining Term. The parties agree that the damages payable under this section do not constitute a penalty but are a reasonable estimate of Nokomis' actual damages from Subscriber's breach, repudiation, or termination of this Agreement.

### 13. Assignment; Transfer.

a. Nokomis Assignment

Nokomis may assign or transfer all or any portion of this Agreement to any affiliate, any financial institution, or any entity that has agreed in writing to recognize and not disturb Subscriber's rights under this Agreement, including upon foreclosure or conveyance in lieu thereof. Nokomis may also assign or transfer all or any portion of this Agreement to another CSG Facility owned by Nokomis, an affiliate, or another owner/operator, so long as the CSG Facility is located in the same or adjacent county to Subscriber Site. Upon such assignment or transfer Nokomis shall provide updated disclosure information, as required by this Agreement or the CSG Program. Nokomis may assign or transfer this Agreement without providing Subscriber with prior notice and without obtaining Subscriber's prior consent. Upon any such transfer or assignment, Nokomis will notify Subscriber and Nokomis shall be released from all future obligations under this Agreement.

b. Subscriber Transfer

Subscriber may transfer this Agreement to any person or entity only upon the following terms and conditions:

- i. Subscriber provides ninety (90) days advanced written notice to Nokomis;
  - ii. The person or entity Replacement Subscriber is eligible to purchase Subscriber's Allocation from the Facility, has the same or better credit as Subscriber, and actually executes a Subscription Agreement to become a Subscriber of the Facility;
  - iii. Subscriber pays Nokomis all amounts due and owed to Nokomis after reconciliation of the Monthly Subscription Payment;
  - iv. Subscriber pays Nokomis a Transfer Fee of five hundred dollars (\$500);
- and
- v. Subscriber obtains prior approval from Nokomis, which Nokomis may provide or withhold in its absolute discretion.

Nokomis shall use all reasonable efforts to have Replacement Subscriber become a Subscriber of the Facility, but under no circumstances shall Nokomis be liable to Subscriber if no Subscription Agreement is executed between Nokomis and Replacement Subscriber. Subscriber agrees that the Transfer Fee is a fair estimate of Nokomis' administrative expenses associated with the termination and such fee may not be reduced by Nokomis or Subscriber's mitigation. If Subscriber transfers this Agreement, Nokomis shall have no further liability to Subscriber and shall not be required to refund or otherwise compensate Subscriber pursuant to this Agreement.

c. Subscriber Address Change

Subscriber may change the Subscriber Site without any prior approval from Nokomis so long as Subscriber provides ninety (90) days prior notice to Nokomis, pays a Five Hundred Dollar (\$500.00) Transfer Fee and Subscriber continues to be eligible to purchase Subscriber's Allocation from the Facility. If Subscriber ceases to be eligible to purchase Subscriber's Allocation from the Facility, but remains an XCEL customer, Nokomis has the right but not the obligation to transfer Subscriber to a different Nokomis CSG Facility. If Subscriber cannot fulfill all of Subscriber's Allocation, Subscriber is subject to the terms of Early Termination as defined in this Agreement for the portion of Subscriber's Allocation that cannot be fulfilled.

14. Dispute Resolution.

a. In the event of any controversy, dispute or claim arising out of or relating to this Agreement, the complaining Party shall provide written notice to the other Party, and the Parties shall attempt in good faith to resolve the dispute amicably.

b. Any controversy or claim arising out of or relating to this contract, or the breach thereof, that cannot be resolved within thirty (30) days after written notice of the dispute to the other Party shall be settled by arbitration administered by the American Arbitration Association in accordance with its Consumer Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. Such arbitration shall be held in Minneapolis, Minnesota before one arbitrator with experience in electrical distribution pricing.

c. Continuation of Performance. During the pendency of any dispute hereunder, the Parties shall continue to perform their respective obligations under this Agreement.

d. Exclusive Remedy. The parties acknowledge and agree that arbitration is the exclusive remedy provided herein and that if either Party files a claim or complaint or cause of action in any state or federal court or other tribunal without first seeking arbitration pursuant to the provision above, the other party shall be entitled to recover attorneys fees and costs from the filing party.

15. Limitation of Liability.

a. No Special Damages

NO PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR SPECIAL, INDIRECT OR PUNITIVE DAMAGES OF ANY CHARACTER, RESULTING FROM, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY INCIDENT TO ANY ACT OR OMISSION OF A PARTY RELATED TO THE PROVISIONS OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER CLAIMS OR ACTIONS FOR SUCH DAMAGES ARE BASED UPON CONTRACT, WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY AT LAW OR EQUITY, OTHER THAN ANY CONSEQUENTIAL DAMAGES FOR EACH EITHER PARTY INDEMNIFIES THE OTHER PURSUANT TO SECTION 18.

b. No Warranty

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, NOKOMIS MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, REGARDING THE FACILITY OR ITS OBLIGATIONS HEREUNDER. NOKOMIS DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, NOKOMIS DOES NOT WARRANT OR GUARANTEE THE AMOUNT OF ELECTRICITY, FACILITY CAPACITY, SUBSCRIBER ALLOCATION, ALLOCATION AMOUNT, KILOWATT ALLOCATION, OR BILL CREDITS. THE AMOUNTS SET FORTH ON EXHIBIT B ARE FOR ILLUSTRATION PURPOSES ONLY, AND SUBSCRIBER ACKNOWLEDGES THE BILL CREDITS MAY BE GREATER OR LESS THAN THE ESTIMATES PROVIDED.

16. Lender And Tax Equity Investor Accommodations.

a. Subscriber acknowledges that Nokomis may finance the construction, development, and installation of the Facility through one or more financial partners or financial institutions,

or their assigns (collectively hereafter “Lender/Investor”) and that Nokomis may sell or assign the Facility and/or may secure Nokomis’ obligations thereunder by, among other encumbrances, a pledge or collateral assignment of this Agreement and a first priority security interest in the Facility.

b. Subscriber acknowledges and agrees that Lender/Investor approval and consent may be required for the following:

- i. Any modification in the operation or maintenance of the Facility;
- ii. Any modification to the information disclosures;
- iii. Any modification to the CSG Contract;
- iv. Any additional Subscriber representations, warranties, and covenants; or
- v. Any amendment to this Agreement, including but not limited to any calculation of the Monthly Subscription Payments, Subscriber Eligibility Criteria, and Subscriber’s ability to terminate this Agreement.

c. Subscriber acknowledges and agrees that under no circumstances shall:

- i. Lender/Investor be liable to Subscriber for any act or omission of Nokomis;
- ii. Lender/Investor be subject to any defenses or offsets that Subscriber may have against Nokomis under this Agreement; or
- iii. Lender/Investor be liable with respect to any breach of any representation or warranty made by Nokomis to Subscriber under this Agreement.

17. Lender’s and Tax Equity Investor’s Default Rights.

If Nokomis defaults under Nokomis’s financing documents with its Lender or Investor, Lender or Investor shall be entitled to exercise any of Nokomis’s rights and obligations under this Agreement. Subscriber acknowledges and agrees that Lender’s security interest in the Facility may be a first priority security interest in the Facility. Lender/Investor may also be entitled to exercise all rights and remedies of secured or preferred parties generally with respect to this Agreement and the Facility, including, but not limited to the following:

a. Lender/Investor may have the right, but not the obligation, to pay all sums due from Nokomis, perform any other act required of Nokomis, and to cure any default by Nokomis in which case this Agreement will continue in full force and effect.

b. Lender/Investor may have the option to sell its interest in the Facility. If Lender/Investor exercises that remedy, it shall not constitute a default under this Agreement, and such sale shall not require Subscriber’s prior consent.

c. Upon the reasonable request of Lender/Investor and upon Lender/Investor providing Subscriber with all required disclosure information, Subscriber agrees to enter into a new Agreement with Lender/Investor or their assigns under substantially the same terms as this Agreement within ninety (90) days of the termination of this Agreement.

d. Upon the reasonable request of Nokomis or Lender/Investor, Subscriber agrees to execute and deliver to Nokomis or Lender/Investor any document, instrument, or statement in such form as Nokomis or Lender/Investor may require by which Subscriber acknowledges and confirms that the legal and beneficial ownership of the Facility remains in Nokomis or its affiliate or as is otherwise reasonably requested by Lender/Investor in order to create, perfect, continue, or terminate the security or equitable interest in the Facility in favor of Lender/Investor.

18. Mutual Indemnification.

Nokomis will defend, hold harmless, and indemnify Subscriber, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to the Nokomis's breaches of or willful or negligent acts or omissions in connection with this Agreement. Subscriber will defend, hold harmless, and indemnify Nokomis, its officers, directors, employees, and agents from any claims, liabilities, or expenses (including reasonable attorney's fees) arising from or relating to Subscriber's breaches of or willful or negligent acts or omissions in connection with this Agreement. The provision of this section shall survive the termination of the Agreement with respect to any claim, action, or proceeding that relates to acts or omissions during the term of this Agreement.

19. Miscellaneous.

a. XCEL Disputes

Nokomis shall be solely responsible for resolving any dispute with XCEL regarding the production of electricity by the Facility. Subscriber shall be solely responsible for resolving any dispute with XCEL regarding the calculation of the Bill Credit Rate.

b. Notices

i. Any notice provided pursuant to this Agreement shall be in writing. All notices, demands, or requests shall be deemed given when emailed, or mailed, postage prepaid, registered or certified mail, return receipt requested.

ii. Subscriber shall promptly notify Nokomis of any changes in Subscriber Data.

iii. All notices and communications to Nokomis shall be sent to the following address:

Attn: Subscription Management  
Nokomis Energy  
2639 Nicollet Avenue, Suite 200  
Minneapolis, MN 55408  
subscription@nokomisenergy.com

c. **Governing Law.** This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Minnesota without reference to any choice of law principles.

d. **Insurance.** With respect to the services provided pursuant to this Agreement, Nokomis shall at all times during the term of this Agreement and beyond such term when so required have

and keep in force insurance with limits of liability as required under the CSG Program. Operations period insurance coverage is anticipated to include workman's compensation insurance, automobile liability, environmental liability insurance and general liability insurance with industry standard liability limits and deductibles. Specific insurance information can be provided upon request.

e. Compliance with Law. In performing its obligations under this Agreement, each Party will comply with all statutes, orders, by-laws, regulations, or other laws of any governmental agency. Nokomis shall obtain and maintain any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement.

f. Entire Agreement. This Agreement, and all documents referenced herein, contain the entire agreement between Parties with respect to the subject matter hereof, and supersede all other understandings or agreements, both written and oral, between the Parties relating to the subject matter hereof.

g. Amendments; Binding Effect. This Agreement may not be amended or altered unless in writing and signed by each Party, successor or assignee. This Agreement inures to the benefit of and is binding upon the Parties and their respective successors and assigns.

h. Section Headings. Section headings are for reference purposes only and are not intended to create substantive rights or obligations.

i. Severability. In the event that any provision of this Agreement is determined to be invalid by a court or arbitrator of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein.

j. Waiver. No failure of either party to give notice of, or seek a remedy for, any violation of this Agreement, or to insist on strict performance hereunder shall reduce, impair, or affect such party's right to later seek such remedy, or insist on such performance with respect to the same or any other violation or failure, regardless of such party's knowledge or lack of knowledge thereof.

k. No Joint Venture. Nothing in this Agreement will be constructed to place the parties in the relationship of partners, joint-ventures, principal and agent, or any other legal or equitable relationship in which any one of the parties may (except as specifically provided in this Agreement) be liable for the acts or omissions of the other party and no party has the authority to bind or obligate the other party in any matter whatsoever. Nokomis and Subscriber acknowledge and agree that each party is engaged in a separate and independent business and neither shall state, represent, or imply any interest in or control over the business of the other.

l. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement.

m. Further Assurances. Each Party shall execute, acknowledge and deliver such documents and assurances, reasonably requested by the other Party for the purpose of effecting or confirming any of the transactions contemplated by this Agreement.

n. No Third-Party Beneficiaries. This Agreement is intended solely for the benefit of the Parties hereto. Except as expressly set forth in this Agreement, nothing in this Agreement shall be construed to create any duty to or standard of care with reference to, or any liability to, or any benefit for, any person not a party to this Agreement.

o. Confidentiality and Data Privacy. Nokomis will not disclose any Subscriber Data to any third party without the express written consent of Subscriber, except disclosures to XCEL, as required pursuant to the CSG Program, or unless required by law. All Subscriber Data will be kept by Nokomis pursuant to Nokomis' Privacy Policy a copy of which is attached as Exhibit D to the Garden Terms and Conditions. Nokomis reserves the right to update and revise its Privacy Policy, as it deems necessary, without Subscriber's prior consent. The parties acknowledge and agree this Agreement is governed by the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13). Under no circumstances shall Subscriber be required to act or not act in a manner that it reasonably believes, after consultation with counsel may be in violation of such act.

[SIGNATURE PAGE FOLLOWS]



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

SIBLEY EAST PUBLIC SCHOOLS

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

NOKOMIS ENERGY LLC

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

# COMMUNITY SOLAR GARDEN SUBSCRIPTION AGREEMENT

## [GARDEN NAME] TERMS AND CONDITIONS

This Agreement (“Garden Terms and Conditions”) is entered into by and between Subscriber and [Garden Name]. The Garden Terms and Conditions form one Community Solar Garden Subscription Agreement with the General Terms and Conditions, and explicitly incorporate all terms and conditions set forth therein. The Garden Terms and Conditions provide the terms of the Agreement unique to each Community Solar Garden facility and the Subscriber first named above.

Facility Location (County): \_\_\_\_\_

Premises Owned or Controlled By: [GARDEN NAME] (“Garden”)

Xcel SRC Garden #: \_\_\_\_\_

Facility Capacity: 1,000 kWAC / \_\_\_\_\_ kWDC

Subscriber Premise: \_\_\_\_\_

Subscriber Xcel Account No.: \_\_\_\_\_

Subscriber Premise No.: \_\_\_\_\_

Subscriber’s Allocation: \_\_\_\_\_ % of Garden

Allocation Amount: \_\_\_\_\_ kWh = \_\_\_\_\_ kWDC

Solar Panel (Brand, Power) To be inserted prior to construction (must meet all applicable codes & standards)

### EXHIBITS:

- A. Contract Between XCEL and [GARDEN NAME]
- B. Schedule of Expected Deliveries of Bill Credits
- C. XCEL Subscriber Agency Agreement
- D. Nokomis Privacy Policy
- E. Conceptual Garden Layout
- F. Solar Panel Warranty
- G. Long Term Garden Operations & Maintenance Plan

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

SIBLEY EAST PUBLIC SCHOOLS

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

[GARDEN NAME]

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## **GARDEN TERMS AND CONDITIONS**

### **EXHIBIT A**

CSG Contract Between XCEL and [GARDEN NAME]

(To be provided prior to Garden's Commercial Operation Date)

[CLICK HERE TO LINK TO STANDARD CONTRACT ON XCEL'S WEBSITE](#)

## GARDEN TERMS AND CONDITIONS

### EXHIBIT B

#### Schedule of Expected Deliveries of Bill Credits

[Insert Spreadsheet]

<sup>1</sup>For the purposes of the table Term year 1 begins on the Commercial Operation Date.

<sup>2</sup>Xcel Bill Credit Value is based on the project receiving Xcel's 2017 Value of Solar Tariff rate.

<sup>3</sup>Energy values are estimates of (i) the kWhs of Delivered Energy expected to be generated annually by the System and (ii) the portion of the Delivered Energy generated annually that is to be allocated to Subscriber pursuant to Subscriber's Allocated Percentage, which amount is derived by multiplying the estimated Delivered Energy by the Subscriber's Allocated Percentage in each year. If necessary, the table will be updated upon final design of the System; provided, however, any such updated values are also estimates.

<sup>4</sup>Operators used PVSYST to develop the above production projections.

**GARDEN TERMS AND CONDITIONS**

**EXHIBIT C**

XCEL Subscriber Agency Agreement

[CLICK HERE TO LINK TO STANDARD CONTRACT ON XCEL'S WEBSITE](#)

# GARDEN TERMS AND CONDITIONS

## EXHIBIT D

### Nokomis Privacy Policy

Nokomis is committed to preserving your privacy and data. This Privacy Policy explains the types of data and information Nokomis collects and how it is protected and used. By using our website or otherwise providing us your information, you consent to this Privacy Policy. Nokomis may amend this Privacy Policy from time to time. Your continued use of our website will be deemed to be consent to any amendments. If you have any questions regarding this Privacy Policy you may contact us using the information below.

#### **WHAT INFORMATION DO WE COLLECT?**

We collect information from you when you register on our site, fill out a form, sign up to receive our communications, voluntarily provide us with contact information, or subscribe to a solar garden. We also collect information that is sent to us automatically by your web browser. This information typically includes your IP address, the identity of your Internet service provider, the name and version of your operating system, the name and version of your browser, the date and time of your visit, and the pages you visit. Please check your browser if you want to learn what information your browser sends or how to change your settings.

Our website uses cookies to automatically help provide better services. They allow us to recognize your browser and capture and remember certain information. They are also used to help us understand your preferences based on previous or current site activity, which enables us to provide you with improved services. We also use cookies to help us compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools to our subscribers in the future. You can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies. You do this through your browser settings.

#### **HOW DO WE USE YOUR INFORMATION?**

Any of the information we collect from you may be used to personalize your experience, to improve our website, to improve customer service, to process transactions, to track visitors of our website, and to facilitate your subscription to a solar garden. We may also use the contact information you have provided us to respond to your requests, or otherwise communicate with you about our services, information pertaining to your subscription, occasional company news, updates, related product or service information, etc.

#### **DO WE DISCLOSE ANY INFORMATION TO THIRD PARTIES?**

We do not sell, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agreed to keep this information confidential. We may also release your information when we believe release is appropriate to comply with the law, enforce our site policies, or protect ours or others rights, property, or safety. Your personal information will not be provided to other parties for marketing, advertising, or other uses. However, non-personally identifiable visitor information may be provided to other parties for marketing, advertising, or other uses.

#### **HOW DO WE PROTECT YOUR INFORMATION?**

We maintain reasonable administrative, physical, and technological measures to protect the confidentiality and security of your personal information. We employ industry-standard Secure Socket Layer (SSL) technology in an effort to protect data transmissions. However, due to the inherent open nature of the Internet we cannot guarantee that communications between you and any Web Site or Service, or information stored on any Web Site or our servers, will be free from unauthorized access by third parties such as hackers.

#### **CONSENT TO COMMUNICATIONS**

By providing your contact information to us, you consent to receive email messages, phone calls, and mail (sometimes promotional in nature) from Nokomis and our affiliates and community partners at the contact information you provide. You do not need to consent to these communications in order to subscribe to one of our community solar gardens.

If at anytime you would like to unsubscribe from receiving future emails, we include detailed unsubscribe instructions at the bottom of each email. We may still contact you about your transactions with us, such as your community solar subscription.

#### **EXTERNAL LINKS**

Our website, [www.nokomis.partners](http://www.nokomis.partners), as well as any website under our control, includes links to external websites. These links do not fall under the [www.nokomis.partners](http://www.nokomis.partners) domain, and Nokomis is not responsible for the privacy practices or the content of external websites. Your use of any linked website is solely at your own risk.

**CONTACT US**

If you have any questions about this Privacy Policy, please contact us by email at: [connect@nokomis.partners](mailto:connect@nokomis.partners) or by mail at: 2639 Nicollet Avenue, Suite 200, Minneapolis, MN 55408.



**GARDEN TERMS AND CONDITIONS**

**EXHIBIT E**

Conceptual Layout

[Insert]

**GARDEN TERMS AND CONDITIONS**

**EXHIBIT F**

Solar Panel Warranty

(To be provided prior to commencing construction)

**GARDEN TERMS AND CONDITIONS**

**EXHIBIT G**

Long Term Maintenance Plan

(To be provided by Operator prior to Commercial Operation Date)





Independent School District #2310

Arlington Gaylord Green Isle

May 12, 2021

Dear Partner in Education,

I am spearheading an important fundraiser for upgrading and adding science classroom equipment and supplies at Sibley East High School. Many of our students have an interest in the biological and medical fields, and it is critical that they have opportunities to participate in quality science. An unofficial survey I conducted with my students showed 25% of them are interested in pursuing a career related to biological sciences.

Our goal is to raise \$100,000 before the 2021-2022 school year begins in September. This will allow us to replace old microscopes and other broken equipment, add stereoscopes (dissecting microscopes), and purchase quality models and hands-on materials for teaching anatomy and college biology. We would also be able to obtain equipment for studying rivers, ponds, prairies, and forests in the area, in our campus outdoor classroom, and on Biology Club field trips. In addition, we would like to invest in taxidermy and preserved specimens to enhance lessons related to organisms.

**Here is how you can help:**

- Donate financially.
- Make copies of this letter and tell others about our fundraising letter campaign.
- Share the letter on social media.
- Ask the business you work for to donate an amount toward specific purchases.
- Volunteer to help with maintaining the pollinator garden on campus.
- Donate items listed under "field work/camping" to the school's biology department.

**Equipment/non-consumable supplies to purchase:**

1 GrowLab for growing plants	\$ 705
5 Nalgene portable trays (we have 1)	70 each
6 Vortex mixers (we have 1)	172 each
1 water bath (we have 1)	300
1 chest freezer (ours needs replacing)	550
8 aquatic dip nets	173 each
3 aquatic kick nets (we have 1)	216 each
4 Wisconsin plankton nets	369 each
1 Ekman field kit	895
1 Kemmerer sampler	600
1 Flow meter and other accessories for sampling	4,000
1 Canon EOS R6 camera with lens	2,499
1 EF 600mm f/4L IS II USM (used)	6,000
1 Wimberly or Manfrotto's tripod with gimbal head	200
1 EF 100mm f/2.8L Macro lens (used)	838
1 Outdoor HD camera for weather station (ours is broken)	5,500
10 Leica DM500 microscopes	1,400 each
10 Leica EZ4 binocular stereoscopes	1,200 each

1 Leica EZ4 binocular stereoscope with digital camera	2,500
4 Swift FM-31LWD field scopes	1,400 each
4 electrophoresis setups (we have 2)	275 each
9 Sherman small mammal live traps (we have 1)	32 each
10 hip waders	45 each
Taxidermy and preserved specimens	15,000
Several anatomical models and bone replicas	30,000

**Volunteer:**

Help with landscaping or maintenance work on the pollinator garden, possibly adding a pond.  
Refurbish a trailer we have so that it can haul watercraft.

**Donate to the field work/camping supply:**

Use of one storage unit to store gear  
3 backpacking tents  
8 sleeping pads  
3 backpacking stoves  
4 portage packs  
4 kayaks and paddles  
8 life jackets

**Here is snapshot of what has been happening in our department recently:**

- A student built an outdoor classroom next to the pollinator garden for his Eagle Scout Project.
- Students donated many hours to maintenance of the pollinator garden throughout the summer.
- I started a biology club and we now have 38 members. We need field equipment to do science.
- The MN DNR donated specimens for dissections.
- A retired craftsman built and donated 16 plant presses.
- Someone donated a tent, a camp stove, two sleeping bags, and two coolers to the Biology Club.
- The Boy Scouts of America are letting us use their canoes and have donated some camping gear.

Please consider how you can help students interested in science by supporting the Sibley East Biology Department. Tax-deductible donations can be sent to:

Sibley East Middle and High School  
Attention: Business Office - Biology  
202 3rd Ave NW  
Arlington, MN 55307

We are planning an open house in the fall for you to see first-hand the great additions we are making.

On behalf of the Sibley East Biology Department and students, thank you for your support.

Sincerely,

Greg Elseth  
Sibley East Biology Teacher  
greg.elseth@sibleyeast.org

**ELEMENTARY – GAYLORD**  
625 Harvey Drive  
P.O. BOX 356  
GAYLORD, MN 55334  
(507) 237-5511  
FAX (507) 237-3300

**BUSINESS OFFICE**  
202 3<sup>RD</sup> AVE. N.W.  
P.O. BOX 1000  
ARLINGTON, MN 55307  
(507) 964-8227

**MIDDLE SCHOOL/HIGH SCHOOLS-ARLINGTON**  
202 3<sup>RD</sup> AVE. N.W.  
P.O. BOX 1000  
ARLINGTON, MN 55307  
(507) 964-2292  
FAX (507) 964-8245

## BIOLOGY CLUB CONSTITUTION

- I. The name of the club will be the Wolverine Biological Society (AKA Biology Club).
- II. Purpose of the club
  - A. To maintain the pollinator garden and outdoor classroom.
  - B. To help with the elementary science fair and promote the U of M Ecology Fair.
  - C. To further the interest of those who wish to learn more about biology in the laboratory.
  - D. To provide field trip enrichments to those who wish to learn biology in the field.
  - E. To provide opportunities for learning biology in a stress free environment.
  - F. To engage with other biology students around Minnesota and the nation.
- III. Powers of the Staff
  - A. Staff advisors will oversee all elections and/or removals from office
  - B. Engage in ballot style elections. (see by-laws)
  - C. Guide the planning and implement the plans of the Biology Club
- IV. Members of the club
  - A. Can be from any grade level 7-12, regardless of whether or not they have studied biology before.
  - B. Will attend meetings and be an active participant as their schedule permits.
  - C. Will engage in labs and biology related activities of interest.
  - D. Will explore and specialize in various branches of biology.
- V. Officers
  - A. President – Main leader in charge of all proceedings and safety of all labs and activities. Calls, organizes, and conducts all meetings. Manages external communication and the website.
  - B. Vice President – Aids president in the organization of all activities and meetings. Helps maintain order and safety in the club.
  - C. Secretary/historian - Records all minutes & accomplishments of labs & meetings.
  - D. Treasurer – Manages the finances of the club, i.e. fundraising for lab supplies, field trips, competitions etc.
  - E. Director of Media – promotes club meetings and activities via school media (i.e. posters, website and announcement notifications, Sibley Scoop, local newspapers)
  - F. Director of equipment & supplies – organizes/manages lab and outdoor resources.
- VI. Meetings
  - A. Elections and planning events.
  - B. Labs in the classroom ordered from various catalogs
  - C. Field trips to local university labs, museums, outdoor activities, weekend field trips
  - D. All activities will be in accordance with Sibley East Schools safety procedures.
- VII. Amending the constitution
  - A. Any amendments should be written requests to both the president and the staff advisor. It will be ratified on the basis of a 2/3 majority vote by all members.

### Wolverine Biological Club By-Laws

- I. There must be at least 4 members present to hold a meeting
- II. Elections
  - A. Will be based on a ballot system only if there is more than one person running for office.
  - B. Election to be determined by a majority vote of 2/3
  - C. In the event of a vacated space of office, there will be an immediate election for the next meeting.
- III. Changes in By-Laws will be handled in the same manner as constitutional amendments. They should be written requests to both the president and the staff advisor. It will be ratified on the basis of a 2/3 majority vote by all members.
- IV. Rules of conduct
  - A. All labs must not be hazardous or have any danger potential that is beyond anything done in academic courses and lab safety protocols





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

Revised: \_\_\_\_\_

## 441 Standards of Conduct for Federally Funded Programs

Policy Name: Written Code of Standards of Conduct for Federal grant programs

Regulations: 2 CFR Part 200.318(c)(1)

Procedures: The Sibley East School District seeks to conduct all procurement procedures for federally funded grant programs:

- in compliance with stated regulations; and
- to prohibit conflicts of interest and actions of employees engaged in the selection, award and administration of contracts.

No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal, State, or local funds if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, organizations may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value.

Disciplinary actions, as outlined in district policies *210: Conflict of Interest-School Board Members* and *403: Discipline, Suspension, and Dismissal of School District Employees* will be applied for violations of such standards by officers, employees, or agents of the organization.



## BUDGET ANALYSIS

		2020-21 ADOPTED	2020-21 REVISED
<b>REVENUE:</b>	General Fund-Unassigned	\$12,232,251	\$12,322,421
	General Fund-Restricted	\$527,628	\$709,069
	Food Service	\$657,915	\$758,978
	Community Service	\$500,951	\$429,829
	Building Construction	\$0	\$28
	Debt Service	\$2,634,167	\$2,618,167
	Scholarship	\$7,500	\$8,000
	Student Activity	\$257,215	\$119,905
	<b>TOTAL:</b>	<b>\$16,817,627</b>	<b>\$16,966,397</b>
<b>EXPENDITURES:</b>	General Fund-Unassigned	\$12,380,204	\$12,592,830
	General Fund-Restricted	\$816,265	\$887,545
	Food Service	\$657,915	\$665,908
	Community Service	\$498,317	\$447,511
	Building Construction	\$0	\$337,071
	Debt Service	\$2,629,288	\$2,629,288
	Scholarship	\$7,500	\$8,500
	Student Activity	\$257,215	\$119,905
	<b>TOTAL:</b>	<b>\$17,246,704</b>	<b>\$17,688,558</b>
	<b>Difference:</b>	<b>-\$429,077</b>	<b>-\$722,161</b>
	General Fund Unassigned Balance: Fund Balance	\$1,890,905	\$1,934,369
	@ 06/30/20 = \$2,204,778		
	Food Service Fund Balance: Fund Balance	\$86,690	\$258,886
	@ 06/30/20 = \$165,816		
	Community Service Fund Balance: Fund Balance	\$18,853	\$24,086
	@ 06/30/20 = \$41,768		
	Nonspendable and Restricted:		\$443,340
	Total Projected Fund Balance (Fund 01, Fund 02, Fund 04)		\$2,660,681
	Includes Scholarships & Student Activities		
	Building Construction Fund Balance @ 06/30/20 = \$337,043		\$0
	Debt Service Fund Balance @ 06/30/20 = \$620,159		\$609,038
	Total Projected Fund Balance		\$3,269,719

**FY 2020-21:** General Fund Unassigned - The revised budget is showing expenses over revenues of \$207,409. The restricted funds is estimated to have expenses over revenues of \$178,476. This is due to the LTFM expenses exceeding revenues due to the projects completed or expected to be completed by year end. These projects include the tennis courts and the Arlington roofs.

		@06/30/2020	Est. @ 06/30/2021
<b>Restricted Balances:</b>	Prepays	\$ 18,057.00	\$ 18,057.00
	Staff Development	\$ 50,653.00	\$ 68,429.00
	LTFM	\$ 53,340.00	\$ (148,877.00)
	Operating Capital	\$ 40,820.00	\$ 62,722.00
	Achievement & Integration	\$ 15,937.00	\$ -
		\$ 178,807.00	\$ 331.00
	Scholarships	\$ 241,331.00	\$ 240,831.00
	Student Activities	\$ 202,178.00	\$ 202,178.00
	<b>Total Restricted</b>	<b>\$ 622,316.00</b>	<b>\$ 443,340.00</b>

4/29/21



**Proposal for Sibley East Public Schools, ISD 2310**

4 Point 0 School Services, Inc. is a privately owned and operated school bus transportation company with locations throughout Minnesota and over three decades of combined experience. We pride ourselves on being driven by excellence, providing a safe and efficient transportation system along with a comprehensive resource for school services within a district's current financial structure.

There are many advantages to doing business with 4 Point 0 School Services. With twenty-two locations throughout Minnesota, we can handle any situation that may arise in the most efficient manner possible. We have resources available in every part of the state at a moment's notice to help wherever needed. We see ourselves as an integral part of every community with whom we form a relationship, supplying a variety of critical services to allow administrators to focus on the education of their students.

We are committed to being the seamless link between schools and the transportation Department, providing a safe, secure, and positive transportation experience for all children, along with the peace of mind these elements bring. We especially believe that some of the most valuable and important relationships we can maintain are with those who are already a crucial part of a schools' existing transportation department.

4 Point 0 School Services specializes in many areas including a "turn-key" operation. We guarantee that the service and quality of work will continue to meet and exceed your standards in providing a comprehensive transportation system for the District.

4 Point 0 School Services is committed to providing and managing an efficient transportation fleet for the School District. Our technicians strictly adhere to all components of fleet maintenance and keep student safety at the top of their priorities. Our technicians are trained to maintain the equipment as if their child was riding that bus. If they do not feel the bus is safe for their own child to ride, no one will ride until that bus is repaired properly.

The following is a list of some of the duties to be performed in this agreement:

- Plan and organize bus routes, driver files, driver training and management training
- Administer an effective driver safety program – including training in vehicle and equipment operations, student safety, and student discipline
- Maintain a quality relationship between our employees and the district, its staff, and the community
- Provide financial budgeting and control of billing, payroll, insurance claims, worker's compensation and other applicable programs and procedures
- Responsibility for annual and random DOT inspections
- Responsibility for compliance with DOT drug and alcohol standards for drivers
- Insurance coverage on all equipment needed by this agreement and used for transporting Sibley East students

4 Point 0 School Services has a Professional Management Team experienced in handling a variety of management situations. The Management Team will be a support system for issues including, but not limited to, driver training, routing, and parent concerns.

4 Point 0 School Services is excited for the opportunity to continue our working relationship with Sibley East Public Schools and we strongly believe that our relationship will only improve with time.

Please feel free to call or email us with any questions; we are always available.

Thank you again for your consideration and for this opportunity,

*Michael M. Hennek*

Michael M. Hennek

*Robert M. Becker*

Robert M. Becker

4.0 School Services

## Transportation Proposal

Our proposal for continuation of transportation services includes all transportation services for the next six years based on the 2018-2019 school year mileage for the Sibley East Public Schools at the rates included in Exhibit A.

### EXHIBIT A RATES FOR STUDENT TRANSPORTATION SERVICES

Should the parties agree to extend the Agreement for an additional six (6) year period, said rates shall increase as follows:

2021-2022 School Year the contractor agrees to operate at an increase of 2.75%.

2022-2023 School Year the contractor agrees to operate at an increase of 2.75%.

2023-2024 School Year the contractor agrees to operate at an increase of 3.00%.

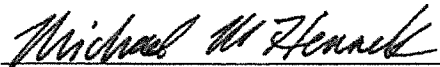
2024-2025 School Year the contractor agrees to operate at an increase of 3.00%.

2025-2026 School Year the contractor agrees to operate at an increase of 3.00%.

2026-2027 School Year the contractor agrees to operate at an increase of 3.00%.

We would be happy to provide any other services (shuttles and van routes) as needed. If any such services are needed, we can work with you to find a solution that best meets your needs.

Submitted by:



Michael M. Hennek, President  
4 Point 0 School Services, Inc.

Date: 5/3/2021





Hamburg Lions Club  
Hamburg, MN 55339

Security Bank & Trust Co  
591 Park Ave  
Hamburg, MN 55339  
(952) 467-2992

003717

DATE 4/6/21

PAY TO THE ORDER OF Sibley East Trap Team \$ 150-  
One hundred fifty DOLLARS

Riana Kraells  
Andy Kraells  
AUTHORIZED SIGNATURE

MEMO:

THIS DOCUMENT CONTAINS HEAT SENSITIVE INK. TOUCH OR PRESS AND RED DAMAGE DISAPPEARS WITH HEAT.

Trap Donation

**GAYLORD GAME PROTECTIVE  
GAMBLING ACCOUNT**  
PO BOX 733  
GAYLORD, MN 55334

4176



75-876/919

Date 4-14-21

Pay to the order of Sibley East School \$ 750.<sup>00</sup>/  
Seven hundred fifty and <sup>00</sup>/100 Dollars

**PROGROWTH BANK**  
888.244.3490 / WWW.PROGROWTH.COM  
Per Madeline Jensen

For Atts Prom donation

Bill Kethner for Managers

Prom Donation

17-2/910

MARK A LUNDSTROM  
REBEKAH A LUNDSTROM  
PO BOX 85  
GAYLORD, MN 55334-0085

128

Date 4/17/21 PMP

PAY TO THE ORDER OF Sibley East \$ 2000  
Two thousand Dollars ←



Memo Scoreboard ML

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.



601 W. Chandler Street  
Arlington, MN 55307

ARLINGTON STATE BANK  
ARLINGTON, MN 55307

Nº 084365

DATE  
03/09/2021

CHECK AMOUNT  
\*\*\*2,000.00\*\*\*

Two Thousand And 00/100 Dollars\*\*\*\*\*

PAY TO THE ORDER OF SIBLEY EAST ISD # 2310  
ATTN: JIM AMSDEN  
SIBLEY EAST ISD # 2310  
202 3RD AVE. NW  
PO BOX 1000  
ARLINGTON, MN 55307

Mable A. Hildebrand  
A. R. Hildebrand

Scoreboard Donations

LOCHER BROS INC  
PO BOX 35  
GREEN ISLE, MN 55338

11476  
75-5051919

DATE 4-1-21


PAY TO THE ORDER OF SIBLEY EAST TRAP TEAM

\$ 500.00

Five Hundred and 00/100

DOLLARS

Security features included. Details on back.

 CORNERSTONE STATE BANK  
507-326-3200  
451 3RD STREET • PO BOX 126  
GREEN ISLE, MINNESOTA 55338-0126  
24 HOUR TOUCH TONE TELLER 1-888-722-2772


Robert W. Sibley

MEMO

MP

Main Street Traditional Blue

ALLOY INSURANCE AGENCY  
PH. 800-700-7954  
325 MAIN AVE, PO BOX 328  
GAYLORD, MN 55334-0328

 ProGrowth Bank  
888.244.3490 / www.progrowth.com

012185  
75-8761919

DATE 04/11/2021

PAY TO THE ORDER OF Sibley East Trap

\$ 500.00

Two hundred

DOLLARS

Security features. Details on back.



Memo Ponston

Robert W. Sibley

AUTHORIZED SIGNATURE

5 11\*

Trap Team Donations

LEGION POST NO 433  
SPECIAL ACCOUNT  
GAYLORD, MN 55334

4451  
75-876/919

4-19-2021  
Date

Pay to the order of Sibley East Trap Team \$ 350.00  
Three hundred fifty and 00/100 Dollars

 **ProGrowth Bank**  
888.244.3490 / www.progrowth.com

*Amy Klumpp*  
*[Signature]*

For Trap team

Main Street ProGrowth Bank


CENTRAL SIBLEY CHAPTER  
650 LINCOLN AVE E  
GAYLORD, MN 55334

75-133/919 1571

DATE 4-15-21

0 DELUXE 88/104 COMBIBACK  
SPECIALTY INK WITH SECURITY

PAY TO THE ORDER OF Sibley East Trap Team \$ 2000.00  
Two thousand and 00/100 DOLLARS

 **First National Bank Minnesota**  
209 Main Avenue  
Gaylord, Minnesota 55334  
Main Telephone 507.237.5521  
24 Hour Telephone Banking 888.703.4362  
fnbmn.com

*Kerouy Beud*  
*[Signature]*

MEMO 2021 Donation

LOOK FOR FRAUD-DETECTING FEATURES INCLUDING THE SECURITY SQUARE AND HEAT-REACTIVE INK. DETAILS ON BACK.

Trap Team Donations

L B & S INC. OF KASOTA, LEVI ALLEN G.M.  
BOB AND SUSAN ALLEN OWNERS  
ARLINGTON RACEWAY  
P.O. BOX 131 PH. 507-931-4803  
KASOTA, MN . 56050



37742

DATE 4-13-2021

PAY TO THE ORDER OF Sibley east Athletics department \$ 300<sup>00</sup>  
three hundred and  $\frac{00}{100}$  DOLLARS

ARLINGTON STATE BANK  
230 WEST MAIN, P.O. BOX 650  
ARLINGTON, MN 55307  
(507) 964-2256

*[Signature]*

MEMO \_\_\_\_\_

Security Features included. Draft on Back.

Athletics Donation

**GAYLORD GAME PROTECTIVE  
GAMBLING ACCOUNT**

PO BOX 733  
GAYLORD, MN 55334

4174



75-876/919

Date 4-14-21

Pay to the order of Sibley East School  
Five hundred and no/100

\$ 500.00

Dollars 00

**PROGROWTH BANK**  
888.244.3490 / WWW.PROGROWTH.COM

For Football team donation

Todd Keltner for Memorandum

MP

CHICKS UNLIMITED - BLUE SAFETY

WARNING: DO NOT ACCEPT THIS CHECK UNLESS THE PINK LOOK-A-LIKE ZIG ZAGS IN THE WINDOW ARE IDENTICAL TO THE WATERMARK WHEN HELD TO THE LIGHT.



RahRah! Solutions  
4043 Sheridan Avenue S.  
Minneapolis, MN 55410

04/22/2021

1137

Pay to the Order of: sibley East Football  
twenty five dollars and zero cents\*\*\*\*\*

25.00

USD

RDP

E. Nelson

VOID 90 DAYS AFTER ISSUE DATE

US Bank  
4100 W 50th St.  
Edina, MN 55424

Notes: RAHRAH! MAR 2021

PAYEE NAME & AMOUNT ARE ON FILE AT THE BANK

sachecks.com

Football Donations

Northland Drying, LLC  
100 Henderson Dr.  
Arlington, MN 55307

DATE April 16-2021

79-578/759

PAY TO THE ORDER OF Sibley East Trap Team

\$250.00

Two Hundred Fifty & 00/100

DOLLARS

Security Features  
Included  
Details on Back



First Business

*[Signature]*

FOR Donation

MP

\$100 Cash - Ehrlich Family


Trap Team Donations

LOCHER BROS INC  
PO BOX 35  
GREEN ISLE, MN 55338

11484  
75-505/919

DATE 4-21-21

PAY TO THE ORDER OF Sibley East \$ 4,000.00  
four thousand and 00/100 DOLLARS

 Security features included. Details on back.



CORNERSTONE STATE BANK  
507-326-3200  
451 3RD STREET • PO BOX 128  
GREEN ISLE, MINNESOTA 55338-0128  
24 HOUR TOUCH TONE TELLER 1-888-722-2772

MEMO scoreboard

Robert Utterly

MP

Main Street Traditional Blue

Scoreboard Donation