

May 22, 2023
Monday, May 22, 2023 6:00 PM Central

Cologne Community Center
1211 Village Pkwy
Cologne, MN 55322

Sara Eischens: Present
Shelby Erickson: Present
Josh Kroells: Present
Sarah Lehrke: Absent
Emily Perlbachs: Present
Connor Smith: Present
Kyle Strickfaden: Present
Present: 6, Absent: 1.
T. Schochenmaier
A. Franck
S. Smith
H. Smith
A. Kolstad

A. PROCEDURAL ITEMS:

A.1. Call to order

A.2. Roll Call

A.3. Pledge of Allegiance

A.4. Approval of Agenda

Move to approve the agenda as presented/amended:. This motion, made by Shelby Erickson and seconded by Emily Perlbachs, Carried.

Sarah Lehrke: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Josh Kroells: Yea, Emily Perlbachs: Yea, Connor Smith: Yea, Kyle Strickfaden: Yea
Yea: 6, Nay: 0, Absent: 1

A.5. Consent Agenda

Move to approve Consent agenda as presented. This motion, made by Sara Eischens and seconded by Josh Kroells, Carried.

Sarah Lehrke: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Josh Kroells: Yea, Emily Perlbachs: Yea, Connor Smith: Yea, Kyle Strickfaden: Yea
Yea: 6, Nay: 0, Absent: 1

A.6. Acceptance of Gifts

Move to approve gifts. This motion, made by Emily Perlbachs and seconded by Shelby Erickson, Carried.

Sarah Lehrke: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Josh Kroells: Yea, Emily Perlbachs: Yea, Connor Smith: Yea, Kyle Strickfaden: Yea
Yea: 6, Nay: 0, Absent: 1

B. PUBLIC FORUM

C. INFORMATIONAL ITEMS: MONTHLY REPORTS

C.1. Student Council

C.2. Student Representative

C.3. Superintendent

C.4. Board

D. DISCUSSION ITEMS

D.1. ELA Curriculum Update

D.2. 23-24 Preliminary Budget

D.3. First Reading of policies:

201, Legal Status of the School Board

202, School Board Officers

203, Operation of the School Board - Governing Rules

203.2, Order of the Regular School Board Meeting

203.5, School Board Meeting Agenda

203.6, Consent Agenda

414, Mandated Reporting of Child Neglect or Physical or Sexual Abuse

415, Mandated Reporting of Maltreatment of Vulnerable Adults

535, Service Animals on School Property

605, Alternative Programs

608, Instructional Services - Special Education

624, Online Learning Options

704 DEVELOPMENT AND MAINTENANCE OF AN INVENTORY OF FIXED
ASSETS AND A FIXED ASSET ACCOUNTING SYSTEM

701.1, Modification of School District Budget

709, Student Transportation Safety Policy

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE
SOURCES

D.4. Superintendent Evaluation 2022-23

D.5. Building Update

E. OPERATIONAL ITEMS

E.1. Consideration of Taher Renewal Contract

Move to approve contract as presented. This motion, made by Shelby Erickson and seconded by Sara Eischens, Carried.

Sarah Lehrke: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Josh Kroells: Yea, Emily Perlbachs: Yea, Connor Smith: Yea, Kyle Strickfaden: Yea
Yea: 6, Nay: 0, Absent: 1

E.2. Consideration of 23-25 Community Education Director Contract

Move to approve Community Ed Director Contract as presented. This motion, made by Sara Eischens and seconded by Josh Kroells, Carried.

Sarah Lehrke: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Josh Kroells: Yea, Emily Perlbachs: Yea, Connor Smith: Yea, Kyle Strickfaden: Yea
Yea: 6, Nay: 0, Absent: 1

E.3. Consideration of 23-24 IOWA Resolution

Move to approve IoWA resolution as presented: Roll call Kroells Strickfaden Eischens Perlbachs Smith Erickson. This motion, made by Josh Kroells and seconded by Connor Smith, Carried.

Sarah Lehrke: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Josh Kroells: Yea, Emily Perlbachs: Yea, Connor Smith: Yea, Kyle Strickfaden: Yea
Yea: 6, Nay: 0, Absent: 1

E.4.Consideration of MSHSL Membership Resolution

Move to approve MSHSL Membership resolution as presented; Roll Call: Erickson Smith Perlbachs Eischens Strickfaden Kroells. This motion, made by Josh Kroells and seconded by Shelby Erickson, Carried.

Sarah Lehrke: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Josh Kroells: Yea, Emily Perlbachs: Yea, Connor Smith: Yea, Kyle Strickfaden: Yea
Yea: 6, Nay: 0, Absent: 1

E.5.Consideration of Resolution; SW Metro Safe School Program

Move to approve SW Metro Safe Schools program resolution as presented: Roll Call Kroells Strickfaden Eischens Perlbachs Smith Erickson. This motion, made by Sara Eischens and seconded by Emily Perlbachs, Carried.

Sarah Lehrke: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Josh Kroells: Yea, Emily Perlbachs: Yea, Connor Smith: Yea, Kyle Strickfaden: Yea
Yea: 6, Nay: 0, Absent: 1

E.6.Consideration of Resolution for SW Metro LTFM program

Move to approve SW METro LTFM resolution as presented Erickson Smith Perlbachs Eischens Strickfaden Kroells. This motion, made by Shelby Erickson and seconded by Josh Kroells, Carried.

Sarah Lehrke: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Josh Kroells: Yea, Emily Perlbachs: Yea, Connor Smith: Yea, Kyle Strickfaden: Yea
Yea: 6, Nay: 0, Absent: 1

E.7.Consideration of resolution GENERAL OBLIGATION BONDS, SERIES 2023A

Move to approve General Obligation Bond Series 2023A resolution as presented: Roll Call; Kroells Strickfaden Eischens Perlbachs Smith Erickson. This motion, made by Emily Perlbachs and seconded by Connor Smith, Carried.

Sarah Lehrke: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Josh Kroells: Yea, Emily Perlbachs: Yea, Connor Smith: Yea, Kyle Strickfaden: Yea
Yea: 6, Nay: 0, Absent: 1

E.8.Consideration of resolution of THE SALE OF THE

DISTRICT'S GENERAL OBLIGATION BONDS, SERIES 2023A

Move to approve resolution as presented Roll CALL Erickson Smith Perlbachs Eischens Strickfaden Kroells. This motion, made by Shelby Erickson and seconded by Connor Smith, Carried.

Sarah Lehrke: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Josh Kroells: Yea, Emily Perlbachs: Yea, Connor Smith: Yea, Kyle Strickfaden: Yea
Yea: 6, Nay: 0, Absent: 1

E.9.Consideration of RESOLUTION RELATING TO SCHOOL DISTRICT PROPERTY

AND EQUIPMENT AND THE FINANCING THEREOF; SERIES 2023B
move to approve resolution as presented roll call: Erickson Smith Perlbachs Eischens Strickfaden Kroells. This motion, made by Sara Eischens and seconded by Emily Perlbachs, Carried.

Sarah Lehrke: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Josh Kroells: Yea, Emily Perlbachs: Yea, Connor Smith: Yea, Kyle Strickfaden: Yea
Yea: 6, Nay: 0, Absent: 1

F. NEXT BOARD MEETING

G. School Board Members Closed session: Negotiations

Move to temporarily adjourn regular meeting for closed session. This motion, made by Sara Eischens and seconded by Emily Perlbachs, Carried.

Sarah Lehrke: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Josh Kroells: Yea, Emily Perlbachs: Yea, Connor Smith: Yea, Kyle Strickfaden: Yea

Yea: 6, Nay: 0, Absent: 1

H. ADJOURNMENT

Move to adjourn regular board meeting. This motion, made by Emily Perlbachs and seconded by Josh Kroells, Carried.

Sarah Lehrke: Absent, Sara Eischens: Yea, Shelby Erickson: Yea, Josh Kroells: Yea, Emily Perlbachs: Yea, Connor Smith: Yea, Kyle Strickfaden: Yea

Yea: 6, Nay: 0, Absent: 1

April 24, 2023

Monday, April 24, 2023 6:00 PM

Central Elementary Media Center, 655 7th Street, NYA, MN 55368

Sara Eischens: Present
Shelby Erickson: Present
Josh Kroells: Absent
Sarah Lehrke: Present
Emily Perlbachs: Present
Connor Smith: Present
Kyle Strickfaden: Present
T Schochenmaier
A Franck
A Halpus
S Hammers
J Cink

A. PROCEDURAL ITEMS:	Speaker (s) : Board Chair
A.1. Call to order	Speaker (s) : Board Chair
A.2. Roll Call	Speaker (s) : Board Chair
A.3. Pledge of Allegiance	Speaker (s) : Board Chair
A.4. Approval of Agenda Action(s) : Move to approve the agenda as presented/amended:. This motion, made by Sarah Lehrke and seconded by Sara Eischens, Carried. Voting Detail: Sara Eischens: Yea Shelby Erickson: Yea Josh Kroells: Absent Sarah Lehrke: Yea Emily Perlbachs: Yea Connor Smith: Yea Kyle Strickfaden: Yea Voting Summary: Yea: 6, Nay: 0, Absent: 1	Speaker (s) : Board Chair
A.5. Consent Agenda Action(s) : Move to approve Consent agenda as presented. This motion, made by Sarah Lehrke and seconded by Connor Smith, Carried. Voting Detail: Sara Eischens: Yea	Speaker (s) : Board Chair

Shelby Erickson: Yea

Josh Kroells: Absent

Sarah Lehrke: Yea

Emily Perlbachs: Yea

Connor Smith: Yea

Kyle
Strickfaden: Yea

Voting Summary: Yea: 6, Nay: 0, Absent: 1

A.6. Acceptance of Gifts

Speaker(s) : Board
Chair

Action(s) :

Move to approve gifts. This motion, made by Sara Eischens and seconded by Emily Perlbachs, Carried.

Voting Detail:

Sara Eischens: Yea

Shelby Erickson: Yea

Josh Kroells: Absent

Sarah Lehrke: Yea

Emily Perlbachs: Yea

Connor Smith: Yea

Kyle
Strickfaden: Yea

Voting Summary: Yea: 6, Nay: 0, Absent: 1

B. PUBLIC FORUM

Speaker(s) : Board
Chair

C. INFORMATIONAL ITEMS: MONTHLY REPORTS

Speaker(s) : Board
Chair

C.1. Student Council

Speaker(s) : Board
Chair

C.2. Student Represenative

Speaker(s) : Board
Chair

C.3. Superintendent

Speaker(s) : Board
Chair

C.4. Board

Speaker(s) : Board
Chair

D. DISCUSSION ITEMS

Speaker(s) : Board
Chair

D.1. 2023-2024 Preliminary Budget Draft

D.2. Parent Survey

D.3. Legislative Update

E. OPERATIONAL ITEMS

Speaker(s) : Board
Chair

E.1. Consideration of Reductions of Probationary
Licensed Teachers

Action(s) :

Move to approve reductions of probationary

licensed teachers as presented. This motion, made by Sara Eischens and seconded by Shelby Erickson, Carried.

Voting Detail:

Sara Eischens: Yea

Shelby Erickson: Yea

Josh Kroells: Absent

Sarah Lehrke: Yea

Emily Perlbachs: Yea

Connor Smith: Yea

Kyle
Strickfaden: Yea

Voting Summary: Yea: 6, Nay: 0, Absent: 1

E.2. Consideration of an Unrequested Leave of a Continuing Contract Teacher for 2023-2024

Action(s):

Move to approve ULA resolution as presented: Roll

Call: Erickson Smith Perlbachs Eischens

Strickfaden Lehrke. This motion, made by Sarah Lehrke and seconded by Emily Perlbachs, Carried.

Voting Detail:

Sara Eischens: Yea

Shelby Erickson: Yea

Josh Kroells: Absent

Sarah Lehrke: Yea

Emily Perlbachs: Yea

Connor Smith: Yea

Kyle
Strickfaden: Yea

Voting Summary: Yea: 6, Nay: 0, Absent: 1

Move to approve Community Ed Bargaining Committee removing Perlbachs and Smith from Community Ed and move them to Principal committee, and Add Lehrke and Kroells to community Ed bargaining committee. This motion, made by Sara Eischens and seconded by Shelby Erickson, Carried.

Voting Detail:

Sara Eischens: Yea

Shelby Erickson: Yea

Josh Kroells: Absent

Sarah Lehrke: Yea

Emily Perlbachs: Yea

Connor Smith: Yea

Kyle
Strickfaden: Yea

Voting Summary: Yea: 6, Nay: 0, Absent: 1

E.3. Consideration of Community Education Bargaining Committee

F. **NEXT BOARD MEETING**

Speaker (s) : Board Chair

G. **ADJOURNMENT**

Action(s) :

move to adjour 645. This motion, made by Emily Perlbachs and seconded by Sarah Lehrke, Carried.

Voting Detail:

Sara Eischens: Yea

Shelby Erickson: Yea

Josh Kroells: Absent

Sarah Lehrke: Yea

Emily Perlbachs: Yea

Connor Smith: Yea

Kyle Strickfaden: Yea

Voting Summary: Yea: 6, Nay: 0, Absent: 1

Board Secretary

May 5-2023 PAYROLL

GROSS PAY	\$540,588.89
FEDERAL TAX	(60,445.42)
MN STATE TAX	(25,564.18)
OASDI	(32,407.13)
MEDICARE	(7,579.11)
PERA	(3,289.79)
TRA	(35,848.52)
ANNUITIES	(5,580.62)
FLEX	(17,892.80)
VOLUNTARIES	(5,656.61)
NET PAYROLL	<u><u>\$346,324.71</u></u>

May 20-2023 PAYROLL

GROSS PAY	\$346,567.11
FEDERAL TAX	(25,196.71)
MN STATE TAX	(12,448.77)
OASDI	(20,372.21)
MEDICARE	(4,764.47)
PERA	(3,554.26)
TRA	(18,738.01)
ANNUITIES	(5,580.62)
FLEX	(17,983.00)
VOLUNTARIES	(1,659.37)
NET PAYROLL	<u><u>\$236,269.69</u></u>

Norwood-Young America School

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Pay/Void				Amount
										Print	Recon	Void	Date	
GEN1	P31025	55808		Wire	1	01606		CENTERPOINT ENERGY		No	No	No	04/28/2023	17,670.38
GEN1	P31025	55809		Wire	1	09609		XCEL ENERGY		No	No	No	04/28/2023	17,484.95
GEN1	P31025	55810		Wire	1	2728		BREMER BANK, NA28		No	Yes	No	04/28/2023	89.70
GEN1	P31025	55811		Wire	1	5002		WASTE MANAGEMENT OF WI-MN		No	Yes	No	04/28/2023	3,382.56
GEN1	P31025	55812		Wire	1	2468	R2	MASTERCARD - HARRIS BANK		No	No	No	05/01/2023	13,018.20
GEN1	P31025	55813		Wire	1	4091		MASTERCARD - HARRIS BANK		No	No	No	05/01/2023	6,364.35
GEN1	p31131	55815		Wire	1	04035		TEACHERS RETIREMENT ASSOC		No	No	No	05/05/2023	76,715.80
GEN1	p31131	55816		Wire	1	05255		DEPARTMENT OF THE TREASURY		No	No	No	05/05/2023	140,417.90
GEN1	p31131	55817		Wire	1	06027		COMMISSIONER OF REVENUE		No	No	No	05/05/2023	25,564.18
GEN1	p31131	55818		Wire	1	3785		EDUCATORS FINANCIAL SERVICES		No	No	No	05/05/2023	9,914.31
GEN1	p31131	55819		Wire	1	6821		WEX Health Inc.		No	No	No	05/05/2023	434.20
GEN1	P31125	55823		Wire	1	5002		WASTE MANAGEMENT OF WI-MN		No	No	No	05/15/2023	2,826.74
GEN1	P31125	55883		Check	1	00838		JOSTENS INC		Yes	No	Yes	05/15/2023	0.00
GEN1	p31132	55890		Wire	1	01780		MN CHILD SUPPORT PAYMENT CTR		No	No	No	05/19/2023	499.00
GEN1	p31132	55891		Wire	1	04035		TEACHERS RETIREMENT ASSOC		No	No	No	05/19/2023	40,099.36
GEN1	p31132	55892		Wire	1	05255		DEPARTMENT OF THE TREASURY		No	No	No	05/19/2023	75,470.07
GEN1	p31132	55893		Wire	1	06027		COMMISSIONER OF REVENUE		No	No	No	05/19/2023	12,448.77
GEN1	p31132	55894		Wire	1	2260		AFLAC		No	No	No	05/19/2023	100.29
GEN1	p31132	55895		Wire	1	3785		EDUCATORS FINANCIAL SERVICES		No	No	No	05/19/2023	9,914.31
GEN1	p31132	55896		Wire	1	5699		MN PUBLIC EMPLOYEES INSURANCE PF		No	No	No	05/19/2023	61,424.55
GEN1	p31132	55897		Wire	1	6773		Medica-MN Healthcare Consortium		No	No	No	05/19/2023	28,388.28
GEN1	p31132	55898		Wire	1	6821		WEX Health Inc.		No	No	No	05/19/2023	167.67
GEN1	P31025	55733	41455	Check	1	6062		BEST WESTERN PLUS COMO PARK		Yes	Yes	Yes	04/26/2023	(477.99)
GEN1	P31025	55734	41456	Check	1	6081		LAZY LOON BOWLING & EVENT CENTEF		Yes	Yes	No	04/21/2023	450.00
GEN1	P31025	55738	41457	Check	1	6928		DAVIS MECHANICAL SYSTEMS, INC.		Yes	No	No	04/27/2023	7,600.00
GEN1	P31025	55737	41458	Check	1	6855		EDUCATION ON BUDGET	Ind/Sole Proprietor	Yes	No	No	04/27/2023	12,000.00
GEN1	P31025	55743	41459	Check	1	6944		INNOVATIVE MASONRY RESTORATION		Yes	No	No	04/27/2023	11,588.67
GEN1	P31025	55739	41460	Check	1	6929		KELLINGTON CONSTRUCTION, INC.		Yes	No	No	04/27/2023	32,062.50
GEN1	P31025	55736	41461	Check	1	6704		NEXUS SOLUTIONS LLC	LLC - S Corp	Yes	No	No	04/27/2023	92,578.50
GEN1	P31025	55742	41462	Check	1	6943		NORTHLAND CONCRETE & MASONRY		Yes	No	No	04/27/2023	21,662.85
GEN1	P31025	55735	41463	Check	1	4284		ROCHON CORPORATION		Yes	No	No	04/27/2023	35,479.58
GEN1	P31025	55740	41464	Check	1	6941		TWIN CITY ACOUSTICS		Yes	No	No	04/27/2023	13,024.50
GEN1	P31025	55741	41465	Check	1	6942		WELLS CONCRETE		Yes	No	No	04/27/2023	28,259.93
GEN1	P31025	55768	41466	Check	1	3406		ANDERSON, BRIAN	Ind/Sole Proprietor	Yes	No	No	04/28/2023	95.00
GEN1	P31025	55775	41467	Check	1	5123		ANDERSON, STEVEN		Yes	No	No	04/28/2023	171.55
GEN1	P31025	55783	41468	Check	1	6062		BEST WESTERN PLUS COMO PARK		Yes	No	No	04/28/2023	298.66
GEN1	P31025	55771	41469	Check	1	4264		BORG, DWAYNE		Yes	No	No	04/28/2023	95.00
GEN1	P31025	55785	41470	Check	1	6435		BRICK & BREW PROPERTIES LLC		Yes	No	No	04/28/2023	1,894.90
GEN1	P31025	55774	41471	Check	1	4946		BSN SPORTS LLC		Yes	No	No	04/28/2023	2,439.91
GEN1	P31025	55766	41472	Check	1	3213		CENTURYLINK		Yes	No	No	04/28/2023	622.69
GEN1	P31025	55761	41473	Check	1	2382		CITY OF COLOGNE		Yes	No	No	04/28/2023	206.85
GEN1	P31025	55782	41474	Check	1	5898		CITY OF NORTH MANKATO		Yes	No	No	04/28/2023	175.00
GEN1	P31025	55758	41475	Check	1	1700		CLASSROOMDIRECT/SCHOOL SPECIALT		Yes	No	No	04/28/2023	66.72
GEN1	P31025	55804	41476	Check	1	6951		COLOGNE ACADEMY		Yes	No	No	04/28/2023	1,020.00
GEN1	P31025	55773	41477	Check	1	4732		DAIKIN APPLIED		Yes	No	No	04/28/2023	4,982.22
GEN1	P31025	55757	41478	Check	1	1442		DALCO		Yes	No	No	04/28/2023	1,215.95
GEN1	P31025	55763	41479	Check	1	2721		DASHIR MANAGEMENT SERVICES INC		Yes	No	No	04/28/2023	20,733.04
GEN1	P31025	55772	41480	Check	1	4717		ECM PUBLISHERS, INC.		Yes	No	No	04/28/2023	50.00
GEN1	P31025	55751	41481	Check	1	00666		ECOLAB PEST ELIMINATION DIVISION		Yes	No	No	04/28/2023	391.54
GEN1	P31025	55780	41482	Check	1	5551		EMAGINE WACONIA THEATRE		Yes	No	No	04/28/2023	1,496.00
GEN1	P31025	55744	41483	Check	1	00112		ERPENBACH, RON		Yes	No	No	04/28/2023	102.15
GEN1	P31025	55792	41484	Check	1	6822		FLORAL DEFINED		Yes	No	No	04/28/2023	546.00
GEN1	P31025	55769	41485	Check	1	3535		FOUR POINT 0 SCHOOL SERVICES		Yes	No	No	04/28/2023	3,734.48
GEN1	P31025	55778	41486	Check	1	5265		FRANCK, ANDREA		Yes	No	No	04/28/2023	53.75
GEN1	P31025	55786	41487	Check	1	6468		GARCIA-SANCHEZ, FLORMIRA		Yes	No	No	04/28/2023	100.00
GEN1	P31025	55791	41488	Check	1	6775		HALLQUIST, PAUL		Yes	No	No	04/28/2023	18.99
GEN1	P31025	55770	41489	Check	1	4026		HAMANN, RON		Yes	No	No	04/28/2023	165.00
GEN1	P31025	55789	41490	Check	1	6620		IDEAL ENERGIES SOLAR LEASING 2021 I LLC - Partnership		Yes	No	No	04/28/2023	420.94
GEN1	P31025	55794	41491	Check	1	6840		INCUBATE TO INNOVATE, LLC		Yes	No	No	04/28/2023	1,800.00
GEN1	P31025	55752	41492	Check	1	00816		ISD #2397 - LESUEUR-HENDERSON		Yes	No	No	04/28/2023	150.00
GEN1	P31025	55755	41493	Check	1	05663		ISD #2859 - GLENCOE-SILVER LAKE		Yes	No	No	04/28/2023	150.00
GEN1	P31025	55762	41494	Check	1	2624		ISD #881 - MAPLE LAKE PUBLIC		Yes	No	No	04/28/2023	100.00
GEN1	P31025	55800	41495	Check	1	6947		JON HAMMERSCHMIDT		Yes	No	No	04/28/2023	100.00
GEN1	P31025	55776	41496	Check	1	5163		KEGLER, MIKE		Yes	No	No	04/28/2023	88.00
GEN1	P31025	55781	41497	Check	1	5865		KUSKE, MARK	Ind/Sole Proprietor	Yes	No	No	04/28/2023	88.00
GEN1	P31025	55747	41498	Check	1	00505		LANO EQUIPMENT		Yes	No	No	04/28/2023	7.97
GEN1	P31025	55805	41499	Check	1	6952		LENZEN, JEFF		Yes	No	No	04/28/2023	20.00
GEN1	P31025	55801	41500	Check	1	6948		LESUEUR-HENDERSON SOFTBALL		Yes	No	No	04/28/2023	200.00
GEN1	P31025	55788	41501	Check	1	6545		MARCO TECHNOLOGIES LLC	LLC - Partnership	Yes	No	No	04/28/2023	2,397.16
GEN1	P31025	55765	41502	Check	1	3185		MARCO TECHNOLOGIES, LLC	LLC - Partnership	Yes	No	No	04/28/2023	1,905.00
GEN1	P31025	55748	41503	Check	1	00572		MENARDS INC		Yes	No	No	04/28/2023	71.61
GEN1	P31025	55803	41504	Check	1	6950		MERRITT, GEDRIC	Ind/Sole Proprietor	Yes	No	No	04/28/2023	95.00

Norwood-Young America School

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Pay/Void				Amount
										Print	Recon	Void	Date	
GEN1	P31025	55753	41505	Check	1	01194		MN ASSOC OF SCHOOL ADMIN.		Yes	No	No	04/28/2023	407.00
GEN1	P31025	55760	41506	Check	1	1982		MN CLAY USA		Yes	No	No	04/28/2023	680.62
GEN1	P31025	55754	41507	Check	1	01767		MN COMMUNITY ED ASSOCIATION		Yes	No	No	04/28/2023	45.00
GEN1	P31025	55787	41508	Check	1	6543		MN FFA ASSOCIATION		Yes	No	No	04/28/2023	33.00
GEN1	P31025	55750	41509	Check	1	00585		MN HISTORICAL SOCIETY		Yes	No	No	04/28/2023	216.00
GEN1	P31025	55745	41510	Check	1	00278		MN STATE HIGH SCHOOL LEAGUE		Yes	No	No	04/28/2023	60.00
GEN1	P31025	55802	41511	Check	1	6949		MOSHIER, LENNY	Ind/Sole Proprietor	Yes	No	No	04/28/2023	165.00
GEN1	P31025	55799	41512	Check	1	6946		MURTHA, BILL	Ind/Sole Proprietor	Yes	No	No	04/28/2023	165.00
GEN1	P31025	55795	41513	Check	1	6879		NEUBARTH LAWN CARE & LANDSCAPING		Yes	No	No	04/28/2023	4,790.00
GEN1	P31025	55807	41514	Check	1	6954		OELFKE, BRIAN		Yes	No	No	04/28/2023	19.00
GEN1	P31025	55777	41515	Check	1	5193		PALO, JASON		Yes	No	No	04/28/2023	165.00
GEN1	P31025	55796	41516	Check	1	6902		PREHN, DAN	Ind/Sole Proprietor	Yes	No	No	04/28/2023	95.00
GEN1	P31025	55806	41517	Check	1	6953		RANNOH, SCOTT		Yes	No	No	04/28/2023	20.00
GEN1	P31025	55797	41518	Check	1	6930		REGION 2A		Yes	No	No	04/28/2023	100.00
GEN1	P31025	55759	41519	Check	1	1880		ROISUM, DENNIS	Ind/Sole Proprietor	Yes	No	No	04/28/2023	95.00
GEN1	P31025	55798	41520	Check	1	6945		RYAN, MICHAEL	Ind/Sole Proprietor	Yes	No	No	04/28/2023	253.00
GEN1	P31025	55746	41521	Check	1	00374		SMITH OIL CO.		Yes	No	No	04/28/2023	156.52
GEN1	P31025	55779	41522	Check	1	5287		SOUTHWEST METRO INTERMEDIATE DIST		Yes	No	No	04/28/2023	20,653.56
GEN1	P31025	55784	41523	Check	1	6068		SPERR, MIKE		Yes	No	No	04/28/2023	165.00
GEN1	P31025	55790	41524	Check	1	6654		SUMMIT FIRE PROTECTION		Yes	No	No	04/28/2023	885.00
GEN1	P31025	55767	41525	Check	1	3272	1099A	THIEL, CHARLES A.		Yes	No	No	04/28/2023	522.00
GEN1	P31025	55749	41526	Check	1	00584		UNIVERSITY OF MINNESOTA		Yes	No	No	04/28/2023	1,328.43
GEN1	P31025	55793	41527	Check	1	6826		WACONIA COMMUNITY EDUCATION		Yes	No	No	04/28/2023	1,940.00
GEN1	P31025	55756	41528	Check	1	1249		WROGE, JON		Yes	No	No	04/28/2023	238.80
GEN1	P31025	55764	41529	Check	1	2726		YANKE, MICK		Yes	No	No	04/28/2023	95.00
GEN1	p31131	55822	41530	Check	1	07999		C.E.A.		Yes	No	No	05/05/2023	4,007.59
GEN1	p31131	55821	41531	Check	1	06032		MINNESOTA SCHOOL EMP ASSOC		Yes	No	No	05/05/2023	353.69
GEN1	p31131	55820	41532	Check	1	04034		PERA		Yes	No	No	05/05/2023	7,085.72
GEN1	P31025	55814	41533	Check	1	6955		DAIRY QUEEN - NYA		Yes	No	No	05/02/2023	399.75
GEN1	P31125	55880	41534	Check	1	6963		ALEXANDRIA TECH & COMM. COLLEGE		Yes	No	No	05/15/2023	3,625.92
GEN1	P31125	55860	41535	Check	1	5527		ALL IN ONE - TRANSLATION AGENCY, LLC		Yes	No	No	05/15/2023	90.00
GEN1	P31125	55857	41536	Check	1	5123		ANDERSON, STEVEN		Yes	No	No	05/15/2023	240.00
GEN1	P31125	55864	41537	Check	1	6412		AVIBEN		Yes	No	No	05/15/2023	133.46
GEN1	P31125	55845	41538	Check	1	3620		BRAUN, REBECCA		Yes	No	No	05/15/2023	360.00
GEN1	P31125	55856	41539	Check	1	4946		BSN SPORTS LLC		Yes	No	No	05/15/2023	1,448.06
GEN1	P31125	55834	41540	Check	1	01698		CARVER COUNTY PARKS		Yes	No	No	05/15/2023	3,705.00
GEN1	P31125	55824	41541	Check	1	00096		CURSON, JODI		Yes	No	No	05/15/2023	191.56
GEN1	P31125	55838	41542	Check	1	1442		DALCO		Yes	No	No	05/15/2023	470.09
GEN1	P31125	55842	41543	Check	1	2721		DASHIR MANAGEMENT SERVICES INC		Yes	No	No	05/15/2023	21,382.04
GEN1	P31125	55854	41544	Check	1	4818		DRULEY, CHRISTINE		Yes	No	No	05/15/2023	350.72
GEN1	P31125	55853	41545	Check	1	4717		ECM PUBLISHERS, INC.		Yes	No	No	05/15/2023	149.20
GEN1	P31125	55832	41546	Check	1	01503		EISCHENS, CHAD		Yes	No	No	05/15/2023	1.55
GEN1	P31125	55825	41547	Check	1	00112		ERPENBACH, RON		Yes	No	No	05/15/2023	1,608.25
GEN1	P31125	55846	41548	Check	1	3639		FOX, DARRIN		Yes	No	No	05/15/2023	20.80
GEN1	P31125	55843	41549	Check	1	2947		FRANCK, NIK	Ind/Sole Proprietor	Yes	No	No	05/15/2023	85.00
GEN1	P31125	55830	41550	Check	1	00605		FRANKLIN PRINTING		Yes	No	No	05/15/2023	682.00
GEN1	P31125	55877	41551	Check	1	6960		GIBBS FARM		Yes	No	No	05/15/2023	342.00
GEN1	P31125	55855	41552	Check	1	4852		GRALAPP, CRAIG	Ind/Sole Proprietor	Yes	No	No	05/15/2023	95.00
GEN1	P31125	55876	41553	Check	1	6959		HARTWIG, CYLE	Ind/Sole Proprietor	Yes	No	No	05/15/2023	190.00
GEN1	P31125	55841	41554	Check	1	2439		HENDRYCKS, PHIL		Yes	No	No	05/15/2023	360.00
GEN1	P31125	55827	41555	Check	1	00182		HOME SOLUTIONS UNLIMITED		Yes	No	No	05/15/2023	454.27
GEN1	P31125	55870	41556	Check	1	6840		INCUBATE TO INNOVATE, LLC		Yes	No	No	05/15/2023	4,250.00
GEN1	P31125	55826	41557	Check	1	00178		INTERMEDIATE DIST 287		Yes	No	No	05/15/2023	487.60
GEN1	P31125	55878	41558	Check	1	6961		IVERSON, GEOFF	Ind/Sole Proprietor	Yes	No	No	05/15/2023	95.00
GEN1	P31125	55831	41559	Check	1	00838		JOSTENS INC		Yes	No	No	05/15/2023	37.75
GEN1	P31125	55850	41560	Check	1	4102		KOTEK, MARK		Yes	No	No	05/15/2023	95.00
GEN1	P31125	55868	41561	Check	1	6774		LARSON, RICHARD		Yes	No	No	05/15/2023	360.00
GEN1	P31125	55874	41562	Check	1	6957		LONG LAKE CONSERVATION CENTER		Yes	No	No	05/15/2023	8,186.00
GEN1	P31125	55852	41563	Check	1	4393		MATHESON TRI-GAS, INC.		Yes	No	No	05/15/2023	533.74
GEN1	P31125	55851	41564	Check	1	4316		MCDOWELL AGENCY, INC.		Yes	No	No	05/15/2023	659.00
GEN1	P31125	55849	41565	Check	1	3910		MN ASSOC. OF AG EDUCATORS		Yes	No	No	05/15/2023	770.00
GEN1	P31125	55865	41566	Check	1	6543		MN FFA ASSOCIATION		Yes	No	No	05/15/2023	1,059.00
GEN1	P31125	55835	41567	Check	1	07736		MN RIVER CONFERENCE		Yes	No	No	05/15/2023	161.00
GEN1	P31125	55875	41568	Check	1	6958		MORKEN, ADAM	Ind/Sole Proprietor	Yes	No	No	05/15/2023	190.00
GEN1	P31125	55833	41569	Check	1	01530		MUSIC MART		Yes	No	No	05/15/2023	67.16
GEN1	P31125	55828	41570	Check	1	00289		NASCO		Yes	No	No	05/15/2023	176.52
GEN1	P31125	55873	41571	Check	1	6956		NATIONAL FFA ORGANIZATION		Yes	No	No	05/15/2023	3,000.00
GEN1	P31125	55867	41572	Check	1	6768		NATIONAL INSURANCE SERVICES OF WI		Yes	No	No	05/15/2023	3,251.75
GEN1	P31125	55861	41573	Check	1	5714		NORTHSIDE GRILL		Yes	No	No	05/15/2023	345.00
GEN1	P31125	55848	41574	Check	1	3734		PYSICK, BETSY		Yes	No	No	05/15/2023	171.46
GEN1	P31125	55871	41575	Check	1	6849		RAETHER, BROOKE		Yes	No	No	05/15/2023	360.00
GEN1	P31125	55839	41576	Check	1	1917		RAUCH, DAVID		Yes	No	No	05/15/2023	175.50

Norwood-Young America School

Payment Reg by Bank and Check

Bank	Batch	Pmt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Tax Class	Pay/Void				Amount
										Print	Recon	Void	Date	
GEN1	P31125	55882	41577	Check	1	00223		REGION 5A - MSHSL		Yes	No	No	05/15/2023	70.00
GEN1	P31125	55847	41578	Check	1	3713		ROCHESTER TELECOM SYSTEMS, INC		Yes	No	No	05/15/2023	34.78
GEN1	P31125	55869	41579	Check	1	6795		ROME, ALEX		Yes	No	No	05/15/2023	15.98
GEN1	P31125	55844	41580	Check	1	3304		RUBERG, DEVON		Yes	No	No	05/15/2023	40.96
GEN1	P31125	55862	41581	Check	1	5927		SCHOCHENMAIER, TIM		Yes	No	No	05/15/2023	360.00
GEN1	P31125	55872	41582	Check	1	6861		SHUTTERFLY LIFETOUGH, LLC		Yes	No	No	05/15/2023	570.02
GEN1	P31125	55829	41583	Check	1	00374		SMITH OIL CO.		Yes	No	No	05/15/2023	111.00
GEN1	P31125	55858	41584	Check	1	5287		SOUTHWEST METRO INTERMEDIATE DIS		Yes	No	No	05/15/2023	12,798.16
GEN1	P31125	55840	41585	Check	1	2325		TAHER, INC. - BIN# 135092		Yes	No	No	05/15/2023	47,860.12
GEN1	P31125	55863	41586	Check	1	6252		T-MOBILE		Yes	No	No	05/15/2023	760.00
GEN1	P31125	55836	41587	Check	1	1157		UHL COMPANY		Yes	No	No	05/15/2023	1,269.25
GEN1	P31125	55881	41588	Check	1	6964		VANHORN, DEVERN		Yes	No	No	05/15/2023	9.10
GEN1	P31125	55866	41589	Check	1	6606		VOSSSEN, KELLY		Yes	No	No	05/15/2023	360.00
GEN1	P31125	55837	41590	Check	1	1336		WESTERN PSYCHOLOGICAL SERVICES		Yes	No	No	05/15/2023	501.60
GEN1	P31125	55859	41591	Check	1	5351		WORM, MARK	Ind/Sole Proprietor	Yes	No	No	05/15/2023	190.00
GEN1	P31125	55879	41592	Check	1	6962		ZELLMANN, TERRY	Ind/Sole Proprietor	Yes	No	No	05/15/2023	240.00
GEN1	p31132	55888	41593	Check	1	1439		DELTA DENTAL PLAN OF MN		Yes	No	No	05/19/2023	5,257.57
GEN1	p31132	55885	41594	Check	1	01140		MADISON NAT'L LIFE INS CO INC.		Yes	No	No	05/19/2023	1,202.19
GEN1	p31132	55887	41595	Check	1	06032		MINNESOTA SCHOOL EMP ASSOC		Yes	No	No	05/19/2023	364.04
GEN1	p31132	55889	41596	Check	1	3796		NATIONAL INSURANCE SERVICES OF WI		Yes	No	No	05/19/2023	382.20
GEN1	p31132	55884	41597	Check	1	00808		NCPERS Group Life Ins.		Yes	No	No	05/19/2023	32.00
GEN1	p31132	55886	41598	Check	1	04034		PERA		Yes	No	No	05/19/2023	7,655.37

Bank Total: \$1,030,533.61

Report Total: \$1,030,533.61

English Language Arts (ELA) Curriculum Update

Central Public Schools

May 22, 2023



Curriculum

- Guaranteed
- Viable: can be taught within the time allotted
- Systematic and cumulative organization of concepts and skills
- Clear and user friendly learning progressions
- Reviewed and monitored
- Aligned high-quality instructional materials



Curriculum Matters

Curriculum is defined as:

- A standards-based sequence of planned experiences where students practice and achieve proficiency in content and applied learning skills
- What is essential for teaching and learning so that every student has access to high level academic experiences
- The necessary methods, materials, and assessments to support instruction and learning

Guiding principles:

All students have equitable access to strong, effective core instruction using high-quality curriculum and differentiated instructional practices.

Ongoing professional learning and support is critical.



Develop Local Lens

Gather Data and Set Priorities through Essential Standards Work. Identify strategic direction.



Know and Narrow Choices

Identify a subset of resources that can be investigated for alignment to State Standards and local criteria.



Investigate Materials

Engage in hands-on resource evaluation. Review materials further as needed through online presentations.



Make Decision(s)

As a collaborative team, analyze resources and make a final selection.



Launch and Implement

Create plan for teacher and leader training and access of materials. Ensure collaboration and proper preparation.

*A Curriculum Advisory Committee will ensure active community involvement.

Developing our Strategic Direction in Literacy

1. Data analysis (student outcomes & feedback)
2. Literacy Research- Review Research and Best Practices (LETRS)
3. MN ELA State Standards- Review and Develop K-12 Themes
4. Curriculum Materials Evaluation Tools- Develop our Priorities and Look fors

1	Must include all elements of the Big 5 (phonemic awareness, phonics, fluency, vocabulary, comprehension) of Literacy and be based on the most current research in the Science of Reading .
2	The ELA curriculum must include a variety of high quality texts (such as varied genres, decodable texts and representative texts) that are inclusive, authentic, accessible, and engaging for all learners.
3	The ELA curriculum must represent and reflect a diverse set of student identities and perspectives.
4	The ELA curriculum must be usable, organized in a teacher friendly manner, have digital and print resources and comprehensive PD for all teachers.
5	To be explicit and systematic, the ELA curriculum must include simple to complex developmental skills in the areas of word recognition and language comprehension.
6	The ELA curriculum must have supports in high quality Big 5 skill-based, formative and summative assessments, based on the Minnesota ELA Standards.
7	The ELA curriculum must include a variety of materials to support differentiation. The materials must meet the needs of all learners and be aligned to state standards.
8	The ELA Curriculum must provide resources for cross curricular instruction while supporting student engagement and interest.
9	The ELA curriculum must include a common scope and sequence of skills that can be implemented with consistency.

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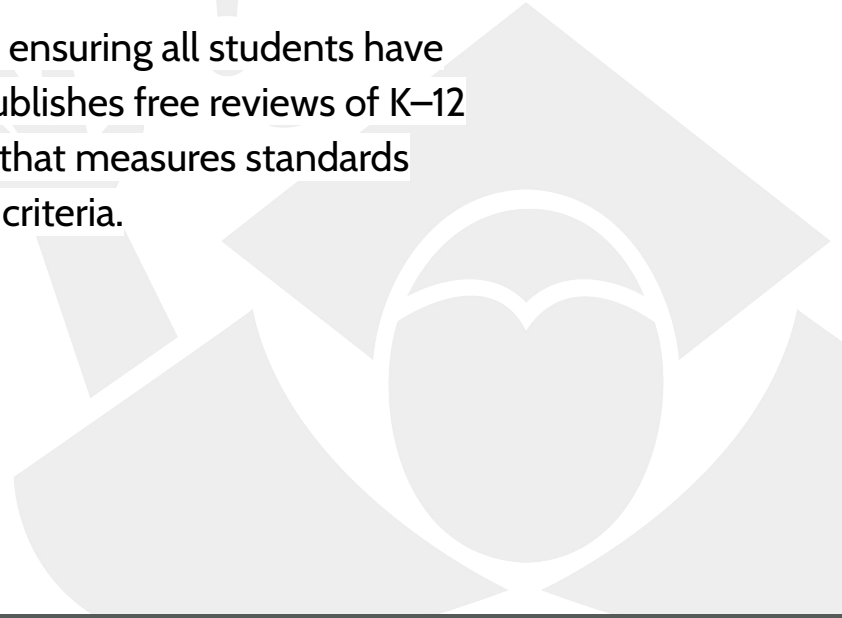
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Know and Narrow Choices

EdReports.org is an independent nonprofit committed to ensuring all students have access to high-quality instructional materials. EdReports publishes free reviews of K–12 instructional materials, using an educator led approach that measures standards alignment, usability, and other quality criteria.



Alignment Rating - Degree to which materials meet expectations for alignment, including that all standards are present and treated with the appropriate depth to support students in learning the skills and knowledge that they need to be ready for college and career.

Does Not Meet
Expectations

Partially Meets
Expectations

Meets Expectations

Usability - Degree to which materials are consistent with effective practices for use and design, teacher planning and learning, assessment, and differentiated instruction.

Does Not Meet
Expectations

Partially Meets
Expectations

Meets Expectations

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Presentations and Reviews



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Launch and Implement

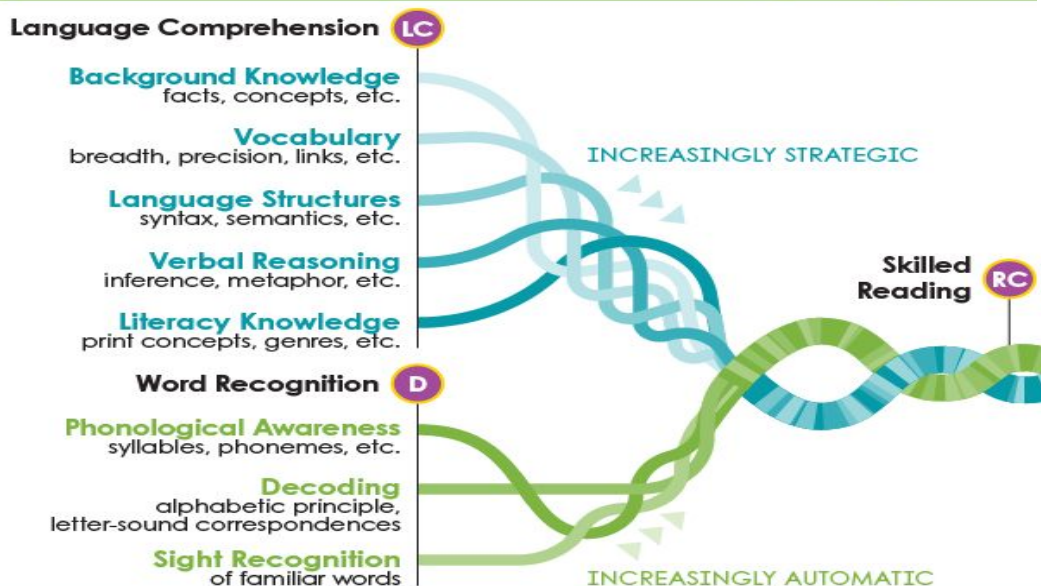
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K-5 Amplify CKLA

Scarborough's Reading Rope

Amplify CKLA



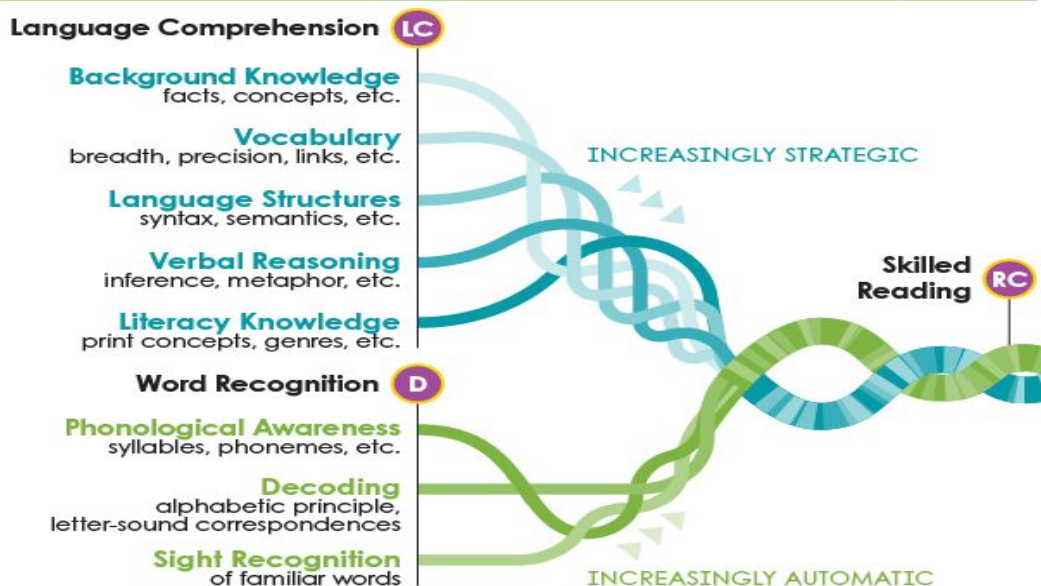
$$\text{LC} \times \text{D} = \text{RC} \quad \text{Fluent word recognition and comprehension.}$$

This interpretation of the Reading Rope incorporates Gough & Tunmer's (1986) Simple View of Reading.

K-5 Amplify CKLA

Scarborough's Reading Rope

Amplify CKLA



$$\text{LC} \times \text{D} = \text{RC} \quad \text{Fluent word recognition and comprehension.}$$

This interpretation of the Reading Rope incorporates Gough & Tunmer's (1986) Simple View of Reading.

Background knowledge drives results

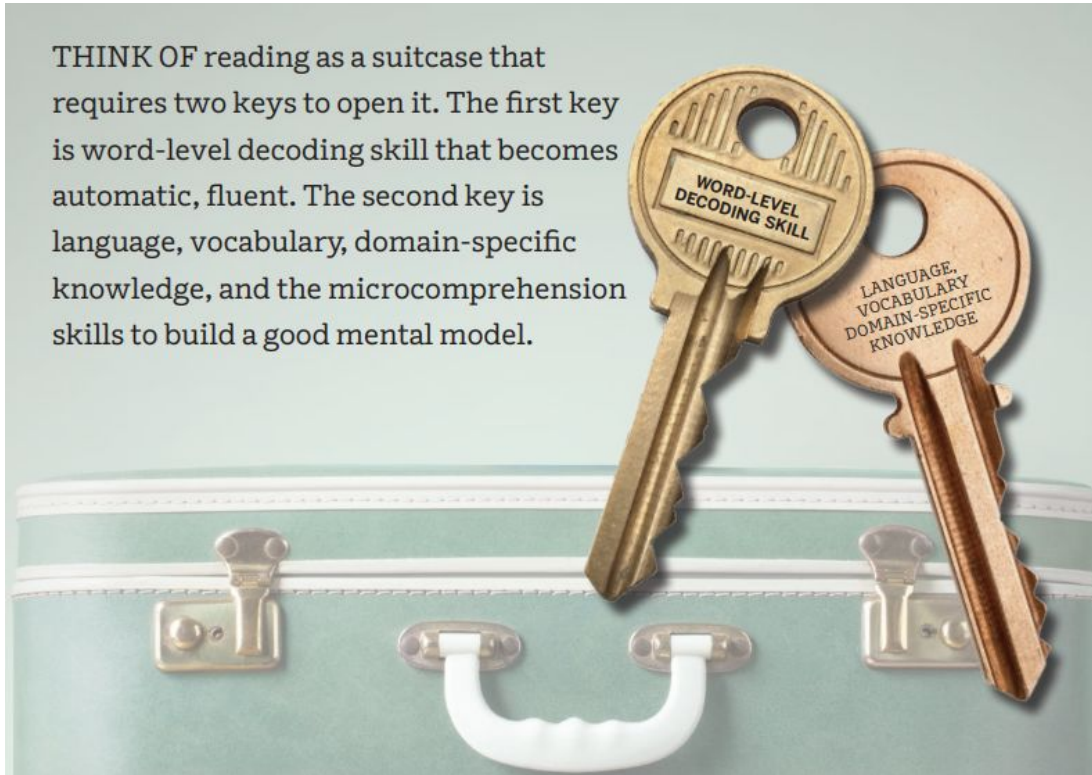
AmplifyCKLA

Amplify CKLA is a K–5 literacy curriculum that inspires curiosity and drives results, empowering all students with rich background knowledge.

Explicit, systematic foundational skills to develop excellent readers

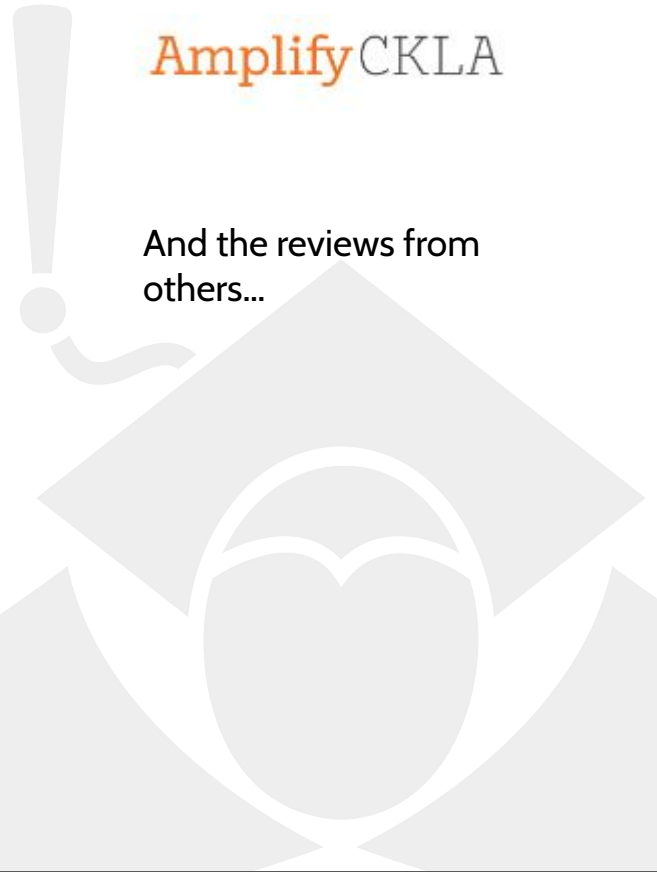
Explicit, easy-to-use lessons systematically cover 100 percent of foundational skills standards, setting every student up to succeed.

THINK OF reading as a suitcase that requires two keys to open it. The first key is word-level decoding skill that becomes automatic, fluent. The second key is language, vocabulary, domain-specific knowledge, and the microcomprehension skills to build a good mental model.



AmplifyCKLA

And the reviews from others...



6-12 StudySync

Integrated Reading & Writing

StudySync's unique blend of contemporary and classic literature comes together with the program's rigorous reading routines to dynamically instruct students toward mastery.

Embedded Skills Lessons

Skill lessons ensure students build foundational language and comprehension skills, as well as reading, writing, and research on inquiry skills every day.



HUNDREDS OF ARTICLES, VIDEOS, AND RESEARCH AT YOUR FINGERTIPS

New SyncBlasts Added Regularly

Save time with vetted, age-appropriate, compelling content.

Reading and Writing Development

Provide quick reading and writing opportunities within the context of social studies and science.

Standards-aligned

Reading Comprehension, QuikPoll and compelling discussion questions support student inquiry.

Constructive Reviews

Provides a controlled environment for constructive anonymous peer review and collaborative topic discussion.

The logo for StudySync, featuring three yellow dots to the left of the word "studysync" in a white sans-serif font, all contained within a dark blue rectangular box.

studysync

Differentiation to Elevate

StudySync provides differentiation and acceleration opportunities for every learner, including digital scaffolds within the student experience that automatically tailor every single lesson to each student's level of conceptual understanding and unique learning needs.

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Launch & Implement

Professional Development

All K-5 licensed teachers will be trained in Amplify CKLA.

6-12 ELA teachers will be trained in StudySync.

Ongoing support as needed.



Thanks

Andrea Kolstad, Curriculum Leader

akolstad@isd108.org

952-467-7310

Curriculum Advisory Meetings 2023-2024



FY24 Legislative And Budget Update



May 2023

Legislative Update

New laws passed in 2023



Formula Increase FY24:	4% Approximately \$270,000
Formula Increase FY25:	2% Approximately \$135,000
Inflation FY26 and later	Based on CPI, capped at 3%
Special Ed Cross Subsidy	44% in FY24 and FY25, 50% in FY26; Estimated to be \$595,000
English Learner Cross Subsidy	Approximately \$10,000
Unemployment Ins Aid	FY25 Only Expected annual expenditures to be \$170,000
Special Ed Unemployment Ins Costs	Begins in FY26 - limited to \$64M state-wide Unknown expenditures starting in FY24 Chargebacks from Charter and Public Schools

Legislative Update

New laws passed in 2023



Student Support Personnel

\$40,000 in FY24 and FY25

School Library Aid

\$40,000 in FY24 and FY25

District Renewal of Current Voter-Approved Operating Referendums

- Authorizes a one-time renewal by the school of an operating referendum previously approved by the voters.
- Requires a school board to vote and pass a written resolution to authorize the referendum after holding a meeting and allowing public testimony.

READ Act

- Appropriates \$35 million in FY24 only to reimburse school districts, charter schools, and cooperatives for evidence-based literacy supports based on structured literacy.
- Appropriates \$34.9 million in FY24 only for professional development on evidence-based literacy supports based on structured literacy.

Legislative Update

New laws passed in 2023



Menstrual products and opiate antagonists:

- Requires a school district or charter school to provide access to menstrual products at no charge. These products must be available to all students in restrooms regularly used by students in grades 4 to 12 according to a plan developed by the school district.
- Requires a school district to maintain two doses of nasal naloxone available on-site.

E-Learning Days

- Requires a school district to pay all employees their full wages and benefits for scheduled work hours during an e-learning period and to allow employees to work from home to the extent practicable, be assigned to work in an alternative location, or be retained on an on-call basis for any potential need.

Legislative Update

Free Breakfast/Lunch Program



All Pre-K - 12 students are eligible for free breakfast and lunch starting next school year. Schools must be participating in the National School Lunch Program.

Districts can continue to provide ala carte items for a fee.

State determines the rates for adult price meals

- Breakfast: \$2.25
- Lunch: \$4.95

Students who wish to take a 2nd lunch must pay the adult lunch price of \$4.95

Students who have money in their lunch accounts can use it for ala carte items or 2nd lunches.

Actual state reimbursement rates will be determined when the federal rates are posted.

Activity Fees Proposal



Each year the activity costs increase due to wage increases, costs of officials and transportation.

The district is proposing an adjustment to activity fees due to these increases.

- All HS sports fees: \$150 per activity
- All MS sports fees: \$120 per activity
- All HS Activity Fees (knowledge bowl, speech, etc) \$80 per activity
- Eliminate the parking fee
- Eliminate the family maximum

The district will continue to offer reduced fees for those students that qualify.

Next Steps



Update the FY24 budget with actual numbers - waiting on MDE to update spreadsheets and information based on the new laws

Bring final budget for all funds to June board meeting for approval.

Adopted: _____

MSBA/MASA Model Policy 201

Orig. 1995

Revised: _____

Rev. 2009

201 LEGAL STATUS OF THE SCHOOL BOARD

I. PURPOSE

The care, management, and control of the schools is vested by statutory and constitutional authority in the school board. The school board shall carry out the mission of the school district with diligence, prudence, and dedication to the ideals of providing the finest public education. The purpose of this policy is to define the authority, duties, and powers of the school board in carrying out its mission.

II. GENERAL STATEMENT OF POLICY

- A. The school board is the governing body of the school district. As such, the school board has responsibility for the care, management, and control over public schools in the school district.
- B. Generally, elected members of the school board have binding authority only when acting as a school board legally in session, except where specific authority is provided to school board members or officers individually. Generally, the school board is not bound by an action or statement on the part of an individual school board member unless the action is specifically directed or authorized by the school board.

III. DEFINITION

"School board" means the governing body of the school district.

IV. ORGANIZATION AND MEMBERSHIP

- A. The membership of the school board consists of six elected directors, or seven if the school board has submitted the question to the electors and a majority have approved a seven-member school board. The term of office is four years.

[Note: This number may be different for combining or consolidating school boards that are in a transition period.]

- B. There may be other ex officio members of the school board as provided by law. The superintendent is an ex officio member.
- C. A majority of voting members constitutes a quorum. The act of the majority of a quorum is the act of the school board.

V. POWERS AND DUTIES

- A. The school board has powers and duties specified by statute. The school board's authority includes implied powers in addition to specific powers granted by the legislature.
- B. The school board exercises administrative functions. It also has certain powers of a legislative character and other powers of a quasi-judicial character.

- C. The school board shall superintend and manage the schools of the school district; adopt rules for their organization, government, and instruction; prescribe textbooks and courses of study; and make and authorize contracts.
- D. The school board shall have the general charge of the business of the school district, its facilities and property, and of the interest of the schools.
- E. The school board, among other duties, shall perform the following in accordance with applicable law:
 - 1. provide by levy of tax, necessary funds for the conduct of schools, the payment of indebtedness, and all proper expenses of the school district;
 - 2. conduct the business of the schools and pay indebtedness and proper expenses;
 - 3. employ and contract with necessary qualified teachers and discharge the same for cause;
 - 4. provide services to promote the health of its pupils;
 - 5. provide school buildings and erect needed buildings;
 - 6. purchase, sell, and exchange school district property and equipment as deemed necessary by the school board for school purposes;
 - 7. provide for payment of claims against the school district, and prosecute and defend actions by or against the school district, in all proper cases;
 - 8. employ and discharge necessary employees and contract for other services;
 - 9. provide for transportation of pupils to and from school, as governed by statute; and
 - 10. procure insurance against liability of the school district, its officers, and employees.
- F. The school board, at its discretion, may perform the following:
 - 1. provide library facilities, public evening schools, adult and continuing education programs, summer school programs, and intersession classes of flexible school year programs;
 - 2. furnish school lunches for pupils and teachers on such terms as the school board determines;
 - 3. enter into agreements with one or more other independent school districts to provide for agreed upon educational services;
 - 4. lease rooms or buildings for school purposes;
 - 5. authorize the use of school facilities for community purposes that will not interfere with their use for school purposes;
 - 6. authorize cocurricular and extracurricular activities;

7. receive, for the benefit of the school district, bequests, donations, or gifts for any proper purpose; and
8. perform other acts as the school board shall deem to be reasonably necessary or required for the governance of the schools.

Legal References: Minn. Stat. § 123A.22 (Cooperative Centers for Vocational Education)
Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)
Minn. Stat. § 123B.23 (Liability Insurance; Officers and Employees)
Minn. Stat. § 123B.49 (Extracurricular Activities; Insurance)
Minn. Stat. § 123B.51 (Schoolhouses and Sites; Uses for School and Nonschool Purposes; Closings)
Minn. Stat. § 123B.85 (Definitions)
Jensen v. Indep. Consol. Sch. Dist. No. 85, 160 Minn. 233 (1924)

Cross References: MSBA/MASA Model Policy 101 (Legal Status of the School District)
MSBA/MASA Model Policy 202 (School Board Officers)
MSBA/MASA Model Policy 203 (Operation of the School Board -Governing Rules)
MSBA/MASA Model Policy 205 (Open Meetings and Closed Meetings)

Adopted: _____

MSBA/MASA Model Policy 202

Orig. 1995

Revised: _____

Rev. 2022

202 SCHOOL BOARD OFFICERS

[Note: The provisions of this policy substantially reflect statutory requirements.]

I. PURPOSE

School board officers are charged with the duty of carrying out the responsibilities entrusted to them for the care, management, and control of the public schools of the school district. The purpose of this policy is to delineate those responsibilities.

II. GENERAL STATEMENT OF POLICY

- A. The school board shall meet annually and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. At its option, the school board may appoint a vice-chair to serve in the temporary absence of the chair.
- B. The school board shall appoint a superintendent who shall be an ex officio, nonvoting member of the school board.

III. ORGANIZATION

The school board shall meet annually on the first Monday in January, or as soon thereafter as practicable, and organize by selecting a chair, a clerk, a treasurer, and such other officers as determined by the school board. These officers shall hold office for one year and until their successors are elected and qualify.

- A. The persons who perform the duties of clerk and treasurer need not be members of the school board.
- B. The school board by resolution may combine the duties of the offices of clerk and treasurer in a single person in the office of business affairs.

[Note: The organizational meeting is a good time for the school board to plan for how to cancel and reschedule a board meeting. For example, the school board could decide and include in the regular meeting schedule a provision that if the school district closes early due to bad weather and calls off evening activities, any school board meeting scheduled for that evening will also be postponed and held at the same time and place the following evening.]

The organizational meeting is also a good time for the school board to select the school district's legal counsel and the individuals authorized to contact legal counsel. Usually, the authorized contacts are the board chair, the superintendent, and the chief business official of the school district. In addition, many school districts authorize their human resources director, or a person exercising similar duties, to contact legal counsel.]

IV. OFFICER'S RESPONSIBILITIES

A. Chair

1. The chair when present shall preside at all meetings of the school board, countersign all orders upon the treasurer for claims allowed by the school board, represent the school district in all actions, and perform all duties a chair usually performs.
2. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the school board to be paid, the chair may draw the orders, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.

B. Treasurer

1. The treasurer shall deposit the funds of the school district in the official depository.
2. The treasurer shall make all reports which may be called for by the school board and perform all duties a treasurer usually performs.
3. In the event there are insufficient funds on hand to pay valid orders presented to the treasurer, the treasurer shall receive, endorse, and process the orders in accordance with Minnesota Statutes section 123B.12.

C. Clerk

1. The clerk shall keep a record of all meetings in the books provided.
2. Within three days after an election, the clerk shall notify all persons elected of their election.
3. On or before September 15 of each year, the clerk shall:
 - a. file with the school board a report of the revenues, expenditures, and balances in each fund for the preceding fiscal year.
 - b. make and transmit to the Commissioner of the Minnesota Department of Education certified reports, showing:
 - (1) revenues and expenditures in detail, and such other financial information required by law, rule, or as may be called for by the commissioner;
 - (2) length of school term and enrollment and attendance by grades; and
 - (3) other items of information as called for by the commissioner.
4. The clerk shall enter into the clerk's record book copies of all reports and of the teachers' term reports, and of the proceedings of any meeting, and keep an itemized account of all expenses of the school district.

5. The clerk shall furnish to the county auditor, on or before September 30 of each year, an attested copy of the clerk's record, showing the amount of proposed property tax voted by the school district or the school board for school purposes.
6. The clerk shall draw and sign all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
7. The clerk shall perform such duties as required by the Minnesota Election Law or other applicable laws relating to the conduct of elections.
8. The clerk shall perform the duties of the chair in the event of the chair's and the vice-chair's temporary absences.

D. Vice-Chair [Optional]

The vice-chair shall perform the duties of the chair in the event of the chair's temporary absence.

E. Superintendent

1. The superintendent shall be an ex officio, nonvoting member of the school board.
2. The superintendent shall perform the following:
 - a. visit and supervise the schools in the school district, report and make recommendations about their condition when advisable or on request by the school board;
 - b. recommend to the school board employment and dismissal of teachers;
 - c. annually evaluate each school principal assigned responsibility for supervising a school building within the district;
 - d. superintend school grading practices and examinations for promotions;
 - e. make reports required by the commissioner; and
 - f. perform other duties prescribed by the school board.

Legal References:

Minn. Stat. § 123B.12 (Insufficient Funds to Pay Orders)
 Minn. Stat. § 123B.14 (Officers of Independent School Districts)
 Minn. Stat. § 123B.143 (Superintendent)
 Minn. Stat. § 126C.17 (Referendum Revenue)
 Minn. Stat. Ch. 205A (School District Elections)

Cross References:

MSBA/MASA Model Policy 101 (Legal Status of the School District)
 MSBA/MASA Model Policy 201 (Legal Status of the School Board)
 MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)

Adopted: _____

MSBA/MASA Model Policy 203

Orig. 1995

Revised: _____

Rev. 2009

203 OPERATION OF THE SCHOOL BOARD – GOVERNING RULES

I. PURPOSE

The purpose of this policy is to provide governing rules for the conduct of meetings of the school board.

II. GENERAL STATEMENT OF POLICY

An orderly school board meeting allows school board members to participate in discussion and decision of school district issues. Rules of order allow school board members the opportunity to review school-related topics, discuss school business items, and bring matters to conclusion in a timely and consistent manner.

III. RULES OF ORDER

Rules of order for school board meetings shall be as follows:

- A. Minnesota statutes where specified;
- B. Specific rules of order as provided by the school board consistent with Minnesota statutes; and
- C. *Robert's Rules of Order* (latest edition) where not inconsistent with A. and B., above.

[Note: The editions of Robert's Rules of Order differ, so specifying the edition used is important.]

Legal References: Minn. Stat. Ch. 13D (Open Meeting Law)
Minn. Stat. § 123B.09, Subds. 6, 7, and 10 (Boards of Independent School Districts)
Minn. Stat. § 123B.14 (Officers of Independent School Districts)

Cross References: None

Adopted: _____

MSBA/MASA Model Policy 203.1

Orig. 1997

Revised: _____

Rev. 1999

203.1 SCHOOL BOARD PROCEDURES; RULES OF ORDER

I. PURPOSE

The purpose of this policy is to provide specific rules of order to conduct meetings of the school board.

II. GENERAL STATEMENT OF POLICY

To ensure that school board meetings are conducted in an orderly fashion, the school board will follow rules of order which will allow the school board:

- A. To establish guidelines by which the business of the school board can be conducted in a regular and internally consistent manner;
- B. To organize the meetings so all necessary matters can be brought to the school board and decisions of the school board can be made in an orderly and reasonable manner;
- C. To insure that members of the school board have the necessary information to make decisions on substantive issues and to insure adequate discussion of decisions to be made; and
- D. To insure that meetings and actions of the school board are conducted so as to be informative to the staff and the public, and to produce a clear record of actions taken and decisions made.

III. RULES OF ORDER

- A. School board members need not rise to gain the recognition of the chair.
- B. A motion will be adopted or carried if it receives the affirmative votes of a majority of those actually voting on the matter. Abstentions are considered to be acquiescence to the vote of the majority. It should be noted that some motions by statute or Robert's Rules of Order require larger numbers of affirmative votes.
- C. All motions that require a second shall receive a second prior to opening the issue for discussion of the school board. If a motion that requires a second does not receive a second, the chair may declare that the motion fails for lack of a second or may provide the second. The names of the members making and seconding a motion shall be recorded in the minutes.
- D. The chair shall decide the order in which school board members will be recognized to address an issue. An attempt should be made to alternate between pro and con positions if appropriate to the discussion. A member shall only speak to an issue after the member is recognized by the chair.
- E. The chair shall rule on all questions relating to motions and points of order brought before the school board.

- F. A ruling by the chair is subject to appeal to the full school board pursuant to Robert's Rules of Order.
- G. The school board shall have authority to recognize any member of the audience regarding a request to be heard at the school board meeting. Members of the public who wish to be heard shall follow school board procedures.
- H. The chair has the authority to declare a recess at any time for the purpose of restoring decorum to the meeting or for any other necessary purpose.
- I. The chair shall repeat a motion or the substance of a motion prior to the vote. The chair shall call for an affirmative and a negative vote on all motions.
- J. The order in which names will be called for roll call votes will be determined by the school board.

[Note: The school board may choose to include in the policy a method of calling the roll.]

- K. The chair has the same right and responsibility as each school board member to vote on all issues.
- L. The chair shall announce the result of each vote. The vote of each member, including abstentions, shall be recorded in the minutes. If the vote is unanimous, it may be reflected as unanimous in the minutes if the minutes also reflect the members present.
- M. A majority of the voting members of the school board constitute a quorum. The absence of a quorum may be raised by the chair or any member. Generally, any action taken in the absence of a quorum is null and void. The only legal actions the school board may take in the absence of a quorum are to fix the time at which to adjourn, to adjourn, to recess or to take measures to obtain a quorum.

[Note: In addition, school boards may have other rules or local customs they wish to incorporate to reflect their normal processes and procedures.]

Legal References: Minn. Stat. § 13D.01, Subd. 4 (Open Meeting Law)
Minn. Stat. § 122A.40 (Employment; Contracts; Termination)
Minn. Stat. § 123B.09, Subds. 6 and 7 (Boards of Independent School Districts)
Minn. Stat. § 126C.53 (Enabling Resolution; Form of Certificates of Indebtedness)
Minn. Stat. § 331A.01, Subd. 6 (Newspapers; Definitions)
Minn. Stat. § 331A.04, Subd. 6 (Newspapers; Exception to Designation Priority)
Minn. Stat. § 471.88 (Exceptions)

Cross References: MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 207 (Public Hearings)

Adopted: _____

MSBA/MASA Model Policy 203.2

Orig. 1997

Revised: _____

Rev. 2007

203.2 ORDER OF THE REGULAR SCHOOL BOARD MEETING

I. PURPOSE

The purpose of this policy is to ensure consistency in the order of business at regular school board meetings.

II. GENERAL STATEMENT OF POLICY

It is the policy of the school board to consider matters that come before it in a consistent and orderly manner.

III. ORDER

A. The school board shall conduct an orderly school board meeting. The school board will, at all regular school board meetings, follow an agenda order similar to:

1. Call to order.
2. Approval of agenda.
3. Recognition of visitors.
4. Approval of prior meeting minutes.
5. Consent agenda.
6. Presentation of additional bills for payment.
7. Reports.
8. Written communications.
9. Superintendent's announcements.
10. Other old or unfinished business.
11. New business.
12. Adjournment.

[Note: The school board should incorporate its preferred order of business into this policy.]

B. Items in this order may be considered as part of a consent agenda.

C. The school board may depart from the order of business with the consent of the majority of members present.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 203.6 (Consent Agendas)

Adopted: _____

MSBA/MASA Model Policy 203.5

Orig. 1997

Revised: _____

Rev. 2022

203.5 SCHOOL BOARD MEETING AGENDA

I. PURPOSE

The purpose of this policy is to provide procedures for the preparation of the school board meeting agenda to ensure that the school board can accomplish its business as efficiently and expeditiously as possible.

II. GENERAL STATEMENT OF POLICY

The policy of the school board is that school board meetings shall be conducted in a manner to allow the school board to accomplish its business while allowing reasoned debate and discussion of each matter to be acted upon.

III. PROCEDURES

- A. While all school board members may provide input, it shall be the responsibility of the school board chair and superintendent to develop, prepare, and arrange the order of items for the tentative school board meeting agenda for each school board meeting.
- B. Persons wishing to place an item on the agenda must make a request to the school board chair or superintendent in a timely manner. The person making the request is encouraged to state the person's name, address, purpose of the item, action desired, and pertinent background information. The chair and superintendent shall determine whether to place the matter on the tentative agenda.

[Note: The Minnesota Commissioner of Administration has issued an opinion that a government entity is limited to acting only on those matters specifically included in the notice of a special meeting.]

- C. The tentative agenda and supporting documents shall be sent to the school board members _____ (____) days prior to the scheduled school board meeting.
- D. Items may only be added to the agenda by a motion adopted at the meeting. If an added item is acted upon, the minutes of the school board meeting shall include a description of the matter.
- E. At least one copy of any printed materials, including electronic communications, relating to the agenda items of the meeting prepared or distributed by or at the direction of the school board or its employees and: (i) distributed at the meeting to all members of the governing body; (ii) distributed before the meeting to all members; or (iii) available in the meeting room to all members shall be available in the meeting room for inspection by the public while the school board considers their subject matter. This does not apply to materials classified by law as other than public or to materials relating to the agenda items of a closed meeting.

Legal References: Minn. Stat. § 13D.01, Subd. 6 (Open Meeting Law)
Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

Dept. of Admin. Advisory Op. No. 10-013 (April 29, 2010)
Dept. of Admin. Advisory Op. No. 08-015 (July 9, 2008)
Dept. of Admin. Advisory Op. No. 13-015 (December 23, 2013)

Cross References: MSBA/MASA Model Policy 203 (Operation of the School Board – Governing Rules)
MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.6 (Consent Agendas)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)
MSBA/MASA Model Policy 207 (Public Hearings)

Adopted: _____

MSBA/MASA Model Policy 203.6

Orig. 1997

Revised: _____

Rev. 1999

203.6 CONSENT AGENDAS

I. PURPOSE

The purpose of this policy is to allow the use of a consent agenda.

II. GENERAL STATEMENT OF POLICY

In order for a more efficient administration of school board meetings, the school board may elect to use a consent agenda for the passage of noncontroversial items or items of a similar nature.

III. CONSENT AGENDAS

- A. The superintendent, in consultation with the school board chair, may place items on the consent agenda. By using a consent agenda, the school board has consented to the consideration of certain items as a group under one motion. Should a consent agenda be used, an appropriate amount of discussion time will be allowed to review any item upon request.
- B. Consent items are those which usually do not require discussion or explanation prior to school board action, are noncontroversial and/or similar in content, or are those items which have already been discussed and/or explained and do not require further discussion or explanation. Such agenda items might include ministerial tasks such as, but not limited to, the approval of the agenda, approval of previous minutes, approval of bills, approval of reports, etc. These items might also include similar groups of decisions such as, but not limited to, approval of staff contracts, approval of maintenance details for the school district buildings and grounds or approval of various schedules.
- C. Items shall be removed from the consent agenda by a timely request by an individual school board member for independent consideration. A request is timely if made prior to the vote on the consent agenda. The request does not require a second or a vote by the school board. An item removed from the consent agenda will then be discussed and acted on separately immediately following the consideration of the consent agenda.
- D. Consent agenda items are approved en masse by one vote of the school board. The consent agenda items shall be separately recorded in the minutes.

Legal References: Minn. Stat. § 123B.09, Subd. 7 (Boards of Independent School Districts)

Cross References: MSBA/MASA Model Policy 203.2 (Order of the Regular School Board Meeting)
MSBA/MASA Model Policy 203.5 (School Board Meeting Agenda)
MSBA/MASA Model Policy 204 (School Board Meeting Minutes)

Adopted: _____

MSBA/MASA Model Policy 414

Orig. 1995

Revised: _____

Rev. 2022

414 MANDATED REPORTING OF CHILD NEGLECT OR PHYSICAL OR SEXUAL ABUSE

[Note: This policy reflects the mandatory law regarding reporting of maltreatment of minors and is not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected child neglect or physical or sexual abuse.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to fully comply with Minnesota Statutes chapter 260E requiring school personnel to report suspected child neglect or physical or sexual abuse.
- B. A violation of this policy occurs when any school personnel fails to immediately report instances of child neglect or physical or sexual abuse when the school personnel knows or has reason to believe a child is being neglected or physically or sexually abused or has been neglected or physically or sexually abused within the preceding three years.

III. DEFINITIONS

- A. "Accidental" means a sudden, not reasonably foreseeable, and unexpected occurrence or event that:
 - 1. is not likely to occur and could not have been prevented by exercise of due care; and
 - 2. if occurring while a child is receiving services from a facility, happens when the facility and the employee or person providing services in the facility are in compliance with the laws and rules relevant to the occurrence of event.
- B. "Child" means one under age 18 and, for purposes of Minnesota Statutes chapter 260C (Juvenile Safety and Placement) and Minnesota Statutes chapter 260D (Child in Voluntary Foster Care for Treatment), includes an individual under age 21 who is in foster care pursuant to Minnesota Statutes chapter 260C.451 (Foster Care Benefits Past Age 18).
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Mandated reporter" means any school personnel who knows or has reason to believe a child is being maltreated or has been maltreated within the preceding three years.
- E. "Mental injury" means an injury to the psychological capacity or emotional stability of a child as evidenced by an observable or substantial impairment in the child's ability to function within a normal range of performance and behavior with due regard to the child's culture.
- F. "Neglect" means the commission or omission of any of the acts specified below, other than by accidental means:

1. failure by a person responsible for a child's care to supply a child with necessary food, clothing, shelter, health care, medical, or other care required for the child's physical or mental health when reasonably able to do so;
2. failure to protect a child from conditions or actions that seriously endanger the child's physical or mental health when reasonably able to do so, including a growth delay, which may be referred to as a failure to thrive, that has been diagnosed by a physician and is due to parental neglect;
3. failure to provide for necessary supervision or child care arrangements appropriate for a child after considering factors as the child's age, mental ability, physical condition, length of absence, or environment, when the child is unable to care for the child's own basic needs or safety, or the basic needs or safety of another child in his or her care;
4. failure to ensure that a child is educated in accordance with state law, which does not include a parent's refusal to provide his or her child with sympathomimetic medications;
5. prenatal exposure to a controlled substance as defined in state law used by the mother for a nonmedical purpose, as evidenced by withdrawal symptoms in the child at birth, results of a toxicology test performed on the mother at delivery or the child's birth, medical effects or developmental delays during the child's first year of life that medically indicate prenatal exposure to a controlled substance, or the presence of a fetal alcohol spectrum disorder;
6. medical neglect as defined by Minnesota Statutes section 260C.007, subdivision. 6, clause (5);
7. chronic and severe use of alcohol or a controlled substance by a person responsible for the care of the child that adversely affects the child's basic needs and safety; or
8. emotional harm from a pattern of behavior that contributes to impaired emotional functioning of the child, which may be demonstrated by a substantial and observable effect in the child's behavior, emotional response, or cognition that is not within the normal range for the child's age and stage of development, with due regard to the child's culture.

Neglect does not occur solely because the child's parent, guardian, or other person responsible for the child's care in good faith selects and depends upon spiritual means or prayer for treatment or care of disease or remedial care of the child in lieu of medical care.

- G. "Nonmaltreatment mistake" occurs when: (1) at the time of the incident, the individual was performing duties identified in the center's child care program plan required under Minnesota Rules part 9503.0045; (2) the individual has not been determined responsible for a similar incident that resulted in a finding of maltreatment for at least seven years; (3) the individual has not been determined to have committed a similar nonmaltreatment mistake under this paragraph for at least four years; (4) any injury to a child resulting from the incident, if treated, is treated only with remedies that are available over the counter, whether ordered by a medical professional or not; and (5) except for the period when the incident occurred, the facility and the individual providing services were both in compliance with all licensing requirements relevant to the incident.

This definition only applies to child care centers licensed under Minnesota Rules chapter 9503.

- H. "Person responsible for the child's care" means (1) an individual functioning within the family unit and having responsibilities for the care of the child such as a parent, guardian, or other person having similar care responsibilities, or (2) an individual functioning outside the family unit and having responsibilities for the care of the child such as a teacher, school administrator, other school employee or agent, or other lawful custodian of a child having either full-time or short-term care responsibilities including, but not limited to, day care, babysitting whether paid or unpaid, counseling, teaching, and coaching.
- I. "Physical abuse" means any physical injury, mental injury (under subdivision 13), or threatened injury (under subdivision 23), inflicted by a person responsible for the child's care on a child other than by accidental means; or any physical or mental injury that cannot reasonably be explained by the child's history of injuries, or any aversive or deprivation procedures, or regulated interventions, that have not been authorized by Minnesota Statutes section 125A.0942 or 245.825.

Abuse does not include reasonable and moderate physical discipline of a child administered by a parent or legal guardian that does not result in an injury. Abuse does not include the use of reasonable force by a teacher, principal, or school employee as allowed by Minnesota Statutes section 121A.582.

Actions that are not reasonable and moderate include, but are not limited to, any of the following: (1) throwing, kicking, burning, biting, or cutting a child; (2) striking a child with a closed fist; (3) shaking a child under age three; (4) striking or other actions that result in any nonaccidental injury to a child under 18 months of age; (5) unreasonable interference with a child's breathing; (6) threatening a child with a weapon, as defined in Minn. Stat. § 609.02, Subd. 6; (7) striking a child under age one on the face or head; (8) striking a child who is at least age one but under age four on the face or head, which results in an injury; (9) purposely giving a child poison, alcohol, or dangerous, harmful, or controlled substances that were not prescribed for the child by a practitioner, in order to control or punish the child, or other substances that substantially affect the child's behavior, motor coordination, or judgment, or that result in sickness or internal injury, or that subject the child to medical procedures that would be unnecessary if the child were not exposed to the substances; (10) unreasonable physical confinement or restraint not permitted under Minnesota Statutes section 609.379, including, but not limited to, tying, caging, or chaining; or (11) in a school facility or school zone, an act by a person responsible for the child's care that is a violation under Minnesota Statutes section 121A.58.

- J. "Report" means any communication received by the local welfare agency, police department, county sheriff, or agency responsible for child protection pursuant to this section that describes maltreatment of a child and contains sufficient content to identify the child and any person believed to be responsible for the maltreatment, if known.
- K. "School personnel" means professional employee or professional's delegate of the school district who provides health, educational, social, psychological, law enforcement, or child care services.
- L. "Sexual abuse" means the subjection of a child by a person responsible for the child's care, by a person who has a significant relationship to the child (as defined in Minn. Stat. § 609.341, Subd. 15), or by a person in a current or recent position of authority (as defined in Minn. Stat. § 609.341, Subd. 10) to any act which constitutes a violation

of Minnesota statutes prohibiting criminal sexual conduct. Such acts include sexual penetration, sexual contact, solicitation of children to engage in sexual conduct, and communication of sexually explicit materials to children. Sexual abuse also includes any act involving a minor that constitutes a violation of Minnesota statutes prohibiting prostitution or use of a minor in a sexual performance. Sexual abuse includes all reports of known or suspected child sex trafficking involving a child who is identified as a victim of sex trafficking. Sexual abuse includes threatened sexual abuse which includes the status of a parent or household member who has committed a violation that requires registration under Minnesota Statutes section 243.166, Subd. 1b(a) or (b).

- M. "Threatened injury" means a statement, overt act, condition, or status that represents a substantial risk of physical or sexual abuse or mental injury. Threatened injury includes, but is not limited to, exposing a child to a person responsible for the child's care who has (1) subjected the child to, or failed to protect a child from, an overt act or condition that constitutes egregious harm; (2) been found to be palpably unfit; (3) committed an act that resulted in an involuntary termination of parental rights; (4) , or committed an act that resulted in the involuntary transfer of permanent legal and physical custody of a child to a relative.

IV. REPORTING PROCEDURES

- A. A mandated reporter shall immediately report the information to the local welfare agency, agency responsible for assessing or investigating the report, police department, county sheriff, tribal social services agency, or tribal police department. The reporter will include his or her name and address in the report.
- B. An oral report shall be made immediately by telephone or otherwise., The oral report shall be followed by a written report within 72 hours (exclusive of weekends and holidays) to the appropriate police department, the county sheriff, local welfare agency, or agency responsible for assessing or investigating the report. Any report shall be of sufficient content to identify the child, any person believed to be responsible for the maltreatment of the child if the person is known, the nature and extent of the maltreatment, and the name and address of the reporter.
- C. Regardless of whether a report is made, as soon as practicable after a school receives information regarding an incident that may constitute maltreatment of a child in a school facility, the school shall inform the parent, legal guardian, or custodian of the child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- D. A mandated reporter who knows or has reason to know of the deprivation of custodial or parental rights or the kidnapping of a child shall report the information to the local police department or the county sheriff.
- E. With the exception of a health care professional or a social service professional who is providing the woman with prenatal care or other health care services, a mandated reporter shall immediately report to the local welfare agency if the person knows or has reason to believe that a woman is pregnant and has used a controlled substance for a nonmedical purpose during the pregnancy, including, but not limited to, tetrahydrocannabinol, or has consumed alcoholic beverages during the pregnancy in any way that is habitual or excessive.
- F. A person mandated by Minnesota law and this policy to report who fails to report may be subject to criminal penalties and/or discipline, up to and including termination of

employment.

- G. An employer of a mandated reporter shall not retaliate against the person for reporting in good faith maltreatment against a child with respect to whom a report is made, because of the report.
- H. Any person who knowingly or recklessly makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury, plus costs and reasonable attorney fees. Knowingly or recklessly making a false report also may result in discipline.

[Note: The Minnesota Department of Education (MDE) is responsible for assessing or investigating allegations of child maltreatment in schools. Although a report may be made to any of the agencies listed in Section IV. A., above, and there is no requirement to file more than one report, if the initial report is not made to MDE, it would be helpful to MDE if schools also report to MDE.]

V. INVESTIGATION

- A. The responsibility for assessing or investigating reports of suspected maltreatment rests with the appropriate state, county, or local agency or agencies. The agency responsible for assessing or investigating reports of maltreatment has the authority to interview the child, the person or persons responsible for the child's care, the alleged offender, and any other person with knowledge of the maltreatment for the purpose of gathering facts, assessing safety and risk to the child, and formulating a plan. The investigating agency may interview the child at school. The interview may take place outside the presence of the alleged offender or parent, legal guardian, or school official. The investigating agency, not the school, is responsible for either notifying or withholding notification of the interview to the parent, guardian, or person responsible for the child's care. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notification or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation or assessment has been concluded.
- B. When the investigating agency determines that an interview should take place on school property, written notification of intent to interview the child on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct an interview on school property.
- C. Except where the alleged offender is believed to be a school official or employee, the time and place, and manner of the interview on school premises shall be within the discretion of school officials, but the local welfare or law enforcement agency shall have the exclusive authority to determine who may attend the interview. The conditions as to time, place, and manner of the interview set by the school officials shall be reasonable, and the interview shall be conducted not more than 24 hours after the receipt of the notification unless another time is considered necessary by agreement between the school officials and the local welfare or law enforcement agency. Every effort must be made to reduce the disruption of the educational program of the child, other students, or school employees when an interview is conducted on school premises.
- D. Where the alleged offender is believed to be a school official or employee, the school district shall conduct its own investigation independent of MDE and, if involved, the local welfare or law enforcement agency.

- E. Upon request by MDE, the school district shall provide all requested data that are relevant to a report of maltreatment and are in the possession of a school facility, pursuant to an assessment or investigation of a maltreatment report of a student in school. The school district shall provide the requested data in accordance with the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes chapter 13, and the Family Educational Rights and Privacy Act, 20 United States Code section 1232g.

VI. MAINTENANCE OF SCHOOL RECORDS CONCERNING ABUSE OR POTENTIAL ABUSE

- A. When a local welfare or local law enforcement agency determines that a potentially abused or abused child should be interviewed on school property, written notification of the agency's intent to interview on school property must be received by school officials prior to the interview. The notification shall include the name of the child to be interviewed, the purpose of the interview, and a reference to the statutory authority to conduct the interview. The notification shall be private data. School officials may not disclose to the parent, legal custodian, or guardian the contents of the notice or any other related information regarding the interview until notified in writing by the local welfare or law enforcement agency that the investigation has been concluded.
- B. All records regarding a report of maltreatment, including any notification of intent to interview which was received by the school as described above in Paragraph A., shall be destroyed by the school only when ordered by the agency conducting the investigation or by a court of competent jurisdiction.

VII. PHYSICAL OR SEXUAL ABUSE AS SEXUAL HARASSMENT OR VIOLENCE

Under certain circumstances, alleged physical or sexual abuse may also be sexual harassment or violence under Minnesota law. If so, the duties relating to the reporting and investigation of such harassment or violence may be applicable.

VIII. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall appear in school personnel handbooks.
- B. The school district will develop a method of discussing this policy with school personnel.
- C. This policy shall be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. § 121A.58 (Corporal Punishment)
Minn. Stat. § 121A.582 (Student Discipline; Reasonable Force)
Minn. Stat. § 125A.0942 (Standards for Restrictive Procedures)
Minn. Stat. § 243.166, Subd. 1b(a)(b) (Registration of Predatory Offenders)
Minn. Stat. § 245.825 (Use of Aversive or Deprivation Procedures)
Minn. Stat. § 260C.007, Subd. 6, Clause (5) (Child in Need of Protection)
Minn. Stat. § 260C.451 (Foster Care Benefits Past Age 18)
Minn. Stat. Ch. 260D (Child in Voluntary Foster Care for Treatment)
Minn. Stat. Ch. 260E (Reporting of Maltreatment of Minors)
Minn. Stat. § 609.02, Subd. 6 (Definitions – Dangerous Weapon)
Minn. Stat. § 609.341, Subd. 10 (Definitions – Position of Authority)
Minn. Stat. § 609.341, Subd. 15 (Definitions – Significant Relationship)
Minn. Stat. § 609.379 (Reasonable Force)

20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)

Adopted: _____

MSBA/MASA Model Policy 415

Orig. 1995

Revised: _____

Rev. 2022

415 MANDATED REPORTING OF MALTREATMENT OF VULNERABLE ADULTS

[Note: This policy reflects the mandatory law regarding reporting maltreatment of vulnerable adults and is not discretionary in nature.]

I. PURPOSE

The purpose of this policy is to make clear the statutory requirements of school personnel to report suspected maltreatment of vulnerable adults.

II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to comply fully with Minnesota Statutes section 626.557 requiring school personnel to report suspected maltreatment of vulnerable adults.
- B. A violation of this policy occurs when any school personnel fails to report suspected maltreatment of vulnerable adults when the school personnel has reason to believe that a vulnerable adult is being or has been maltreated, or has knowledge that a vulnerable adult has sustained a physical injury which is not reasonably explained.

III. DEFINITIONS

- A. "Abuse" means:
 - 1. An act against a vulnerable adult that constitutes a violation of, an attempt to violate, or aiding and abetting a violation of: (1) assault in the first through fifth degrees as defined in Minnesota Statutes sections 609.221 to 609.224; (2) the use of drugs to injure or facilitate crime as defined in Minnesota Statutes section 609.235; (3) the solicitation, inducement, and promotion of prostitution as defined in Minnesota Statutes section 609.322; and (4) criminal sexual conduct in the first through fifth degrees as defined in Minnesota Statutes sections 609.342 to 609.3451. A violation includes any action that meets the elements of the crime, regardless of whether there is a criminal proceeding or conviction.
 - 2. Conduct which is not an accident or therapeutic conduct as defined in Minnesota Statutes section 626.5572 which produces or could reasonably be expected to produce physical pain or injury or emotional distress including, but not limited to, the following: (1) hitting, slapping, kicking, pinching, biting, or corporal punishment of a vulnerable adult; (2) use of repeated or malicious oral, written, or gestured language toward a vulnerable adult or the treatment of a vulnerable adult which would be considered by a reasonable person to be disparaging, derogatory, humiliating, harassing, or threatening; (3) use of any aversive or deprivation procedure, unreasonable confinement, or involuntary seclusion, including the forced separation of the vulnerable adult from other persons against the will of the vulnerable adult or the legal representative of the vulnerable adult; and (4) use of any aversive or deprivation procedures for persons with developmental disabilities or related conditions not authorized under Minnesota Statutes section 245.825.

3. Any sexual contact or penetration as defined in Minn. Stat. § 609.341 between a facility staff person or a person providing services in the facility and a resident, patient, or client of that facility.

4. The act of forcing, compelling, coercing, or enticing a vulnerable adult against the vulnerable adult's will to perform services for the advantage of another.

Abuse does not include actions specifically excluded by Minnesota Statutes section 626.5572, Subd. 2.

- B. "Caregiver" means an individual or facility who has responsibility for the care of a vulnerable adult as a result of a family relationship, or who has assumed responsibility for all or a portion of the care of a vulnerable adult voluntarily, by contract, or by agreement.
- C. "Common entry point" means the entity responsible for receiving reports of alleged or suspected maltreatment of a vulnerable adult and designated by the Commissioner of the Minnesota Department of Human Services as the MN Adult Abuse Reporting Center (MAARC).
- D. "Financial Exploitation" means a breach of a fiduciary duty by an actor's unauthorized expenditure of funds entrusted to the actor for the benefit of the vulnerable adult or by an actor's failure to provide food, clothing, shelter, health care, therapeutic conduct or supervision, the failure of which results or is likely to result in detriment to the vulnerable adult. Financial exploitation also includes: the willful use, withholding or disposal of funds or property of a vulnerable adult; the obtaining of services for wrongful profit or advantage which results in detriment to the vulnerable adult; the acquisition of a vulnerable adult's funds or property through undue influence, harassment, duress, deception or fraud; and the use of force, coercion, or enticement to cause a vulnerable adult to perform services against the vulnerable adult's will for the profit or advantage of another.
- E. "Immediately" means as soon as possible, but no longer than 24 hours from the time initial knowledge that the incident occurred has been received.
- F. "Mandated reporter" means a professional or professional's delegate while engaged in education.
- G. "Maltreatment" means the neglect, abuse, or financial exploitation of a vulnerable adult.
- H. "Neglect" means the failure or omission by a caregiver to supply a vulnerable adult with care or services, including but not limited to, food, clothing, shelter, health care, or supervision which is: (1) reasonable and necessary to obtain or maintain the vulnerable adult's physical or mental health or safety, considering the physical and mental capacity or dysfunction of the vulnerable adult; and (2) which is not the result of an accident or therapeutic conduct.
- I. Neglect also means the absence or likelihood of absence of care or services, including but not limited to, food, clothing, shelter, health care, or supervision necessary to maintain the physical and mental health of the vulnerable adult which a reasonable person would deem essential to obtain or maintain the vulnerable adult's health, safety, or comfort considering the physical or mental capacity or dysfunction of the vulnerable adult. Neglect does not include actions specifically excluded by Minnesota Statutes

section 626.5572, Subd. 17.

- J. "School personnel" means professional employees or their delegates of the school district engaged in providing health, educational, social, psychological, law enforcement, or other caretaking services of vulnerable adults.
- K. "Vulnerable adult" means any person 18 years of age or older who: (1) is a resident or inpatient of a facility; (2) receives services required to be licensed under Minnesota Statutes chapter 245A, except as excluded under Minnesota Statutes section 626.5572, Subd. 21(a)(2); (3) receives services from a licensed home care provider or person or organization that offers, provides, or arranges for personal care assistance services under the medical assistance program; or (4) regardless of residence or whether any type of service is received, possesses a physical or mental infirmity or other physical, mental, or emotional dysfunction that impairs the individual's ability to provide adequately for the individual's own care without assistance or supervision and, because of the dysfunction or infirmity and need for care or services, has an impaired ability to protect the individual's self from maltreatment.

IV. REPORTING PROCEDURES

- A. A mandated reporter as defined herein shall immediately report the suspected maltreatment to the common entry point responsible for receiving reports.
- B. Whenever a mandated reporter, as defined herein, knows or has reason to believe that an individual made an error in the provision of therapeutic conduct to a vulnerable adult which results in injury or harm, which reasonably requires the care of a physician, such information shall be reported immediately to the designated county agency. The mandated reporter also may report a belief that the error did not constitute neglect and why the error does not constitute neglect.
- C. The report shall, to the extent possible, identify the vulnerable adult, the caregiver, the nature and extent of the suspected maltreatment, any evidence of previous maltreatment, the name and address of the reporter, the time, date, and location of the incident, and any other information that the reporter believes might be helpful in investigating the suspected abuse or neglect. A mandated reporter may disclose not public data, as defined under Minnesota Statutes section 13.02, to the extent necessary to comply with the above reporting requirements.
- D. A person mandated to report suspected maltreatment of a vulnerable adult who negligently or intentionally fails to report is liable for damages caused by the failure. A negligent or intentional failure to report may result in discipline. A mandatory reporter who intentionally fails to make a report, who knowingly provides false or misleading information in reporting, or who intentionally fails to provide all the material circumstances surrounding the reported incident may be guilty of a misdemeanor.
- E. Retaliation against a person who makes a good faith report under Minnesota law and this policy, or against vulnerable adult who is named in a report is prohibited.
- F. Any person who intentionally makes a false report under the provisions of applicable Minnesota law or this policy shall be liable in a civil suit for any actual damages suffered by the person or persons so reported and for any punitive damages set by the court or jury. The intentional making of a false report may result in discipline.

V. INVESTIGATION

The responsibility for investigating reports of suspected maltreatment of a vulnerable adult rests with the entity designated by the county for receiving reports.

VI. DISSEMINATION OF POLICY AND TRAINING

- A. This policy should appear in school personnel handbooks as appropriate.
- B. The school district will develop a method of discussing this policy with employees as appropriate.
- C. This policy should be reviewed at least annually for compliance with state law.

Legal References: Minn. Stat. § 13.02 (Government Data Practices; Definitions)
Minn. Stat. Ch. 245A (Human Services Licensing)
Minn. Stat. § 245.825 (Aversive and Deprivation Procedures; Licensed Facilities and Services)
Minn. Stat. §§ 609.221-609.224 (Assault)
Minn. Stat. § 609.232 (Crimes Against Vulnerable Adults; Definitions)
Minn. Stat. § 609.235 (Use of Drugs to Injure or Facilitate Crime)
Minn. Stat. § 609.322 (Solicitation, Inducement, and Promotion of Prostitution; Sex Trafficking)
Minn. Stat. § 609.341 (Definitions)
Minn. Stat. §§ 609.342-609.3451 (Criminal Sexual Conduct)
Minn. Stat. § 626.557 (Reporting of Maltreatment of Vulnerable Adults)
Minn. Stat. § 626.5572 (Definitions)
In re Kleven, 736 N.W.2d 707 (Minn. App. 2007)

Cross References: MSBA/MASA Model Policy 103 (Complaints – Students, Employees, Parents, Other Persons)
MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

Adopted: _____

MSBA/MASA Model Policy 535
Orig. 2019

Revised: _____

535 SERVICE ANIMALS IN SCHOOLS

I. PURPOSE

The purpose of this policy is to establish parameters for the use of service animals by students, employees, and visitors within school buildings and on school grounds.

II. GENERAL STATEMENT OF POLICY

Individuals with disabilities shall be permitted to bring their service animals into school buildings or on school grounds in accordance with, and subject to, this policy.

III. DEFINITIONS

A. Service Animal

A "service animal" is a dog (regardless of breed or size) or miniature horse that is individually trained to perform "work or tasks" for the benefit of an individual with a disability, including an individual with a physical, sensory, psychiatric, intellectual, or mental disability. Other species of animals, whether wild or domestic, trained or untrained, are not service animals. Service animals are working animals that perform valuable functions; they are not pets. The work or tasks performed by the service animal must be directly related to the individual's disability. An animal accompanying an individual for the sole purpose of providing emotional support, therapy, comfort, or companionship is not a service animal.

B. Handler

A "handler" is an individual with a disability who uses a service animal. In the case of an individual who is unable to care for and supervise the service animal for reasons such as age or disability, "handler" means the person who cares for and supervises the animal on that individual's behalf. School district personnel are not responsible for the care, supervision, or handling responsibilities of a service animal.

C. Work or Tasks

1. "Work or tasks" are those functions performed by a service animal.
2. Examples of "work or tasks" include, but are not limited to, assisting individuals who are blind or have low vision with navigation and other tasks, alerting individuals who are deaf or hard of hearing to the presence of people or sounds, providing non-violent protection or rescue work, pulling a wheelchair, assisting an individual during a seizure, alerting individuals to the presence of allergens, retrieving items such as medicine or the telephone, providing physical support and assistance with balance and stability to individuals with mobility disabilities, and helping persons with psychiatric and neurological disabilities by preventing or interrupting impulsive or destructive behaviors.

3. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship are not "work or tasks" for the purposes of this policy.

D. Trainer

A "trainer" is a person who is training a service animal and is affiliated with a recognized training program for service animals.

IV. ACCESS TO PROGRAMS AND ACTIVITIES; PERMITTED INQUIRIES

- A. In general, handlers (i.e., individuals with disabilities or trainers) are permitted to be accompanied by their service animals in all areas of school district properties where members of the public, students, and employees are allowed to go. A handler has the right to be accompanied by a service animal whenever and to the same extent that the handler has the right: (a) to be present on school district property or in school district facilities; (b) to attend or participate in a school-sponsored event, activity, or program; or (c) to be transported in a vehicle that is operated by or on behalf of the school district.
- B. When an individual with a disability brings a service animal to a school district property, school district employees shall not ask about the nature or extent of a person's disability, but may make the following two inquiries to determine whether the animal qualifies as a service animal:
 1. Is the service animal required because of a disability; and
 2. What work or tasks is the service animal trained to perform.
- C. School district employees shall not make these inquiries of an individual with a disability bringing a service animal to school district property when it is readily apparent that an animal is trained to do work or perform tasks for an individual with a disability. However, school district employees may inquire whether the individual with a disability has completed and submitted the request form described in Part VI., below.
- D. An individual with a disability may not be required to provide documentation such as proof that the animal has been certified, trained, or licensed as a service animal.

V. REQUIREMENTS FOR ALL SERVICE ANIMALS

- A. The service animal must be required for the individual with a disability.
- B. The service animal must be individually trained to do work or tasks for the benefit of the individual with a disability.
- C. A service animal must have a harness, leash, or other tether, unless either the handler is unable, because of a disability, to use a harness, leash, or other tether, or the use of a harness, leash, or other tether would interfere with the service animal's safe, effective performance of work or tasks, in which case, the service animal must be otherwise under the handler's control (e.g., voice control, signals, or other effective means).
- D. The service animal must be housebroken.

- E. The service animal must be under the control of its handler at all times. The handler is responsible for the care and supervision of a service animal, including walking the service animal, feeding the service animal, grooming the service animal, providing veterinary care to the service animal, and responding to the service animal's need to relieve itself, including the proper disposal of the service animal's waste.
- F. The school district is not responsible for providing a staff member to walk the service animal or to provide any other care or assistance to the animal.
- G. In the case of a student who is unable to care for and/or supervise his or her service animal, the student's parent/guardian is responsible for arranging for such care and supervision. In the case of an employee or other individual who is unable to care for and/or supervise his or her service animal, the employee or other individual's authorized representative is responsible for arranging for a service animal's care and supervision.
- H. The service animal must be properly licensed and vaccinated in accordance with applicable state laws and local ordinances.

VI. REQUESTING THE USE OF A SERVICE ANIMAL AT SCHOOL

- A. Students with a disability seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the building principal of the school the student attends. The principal will notify the superintendent or the administrator designated with responsibility to address such requests. School district employees seeking to be accompanied by a service animal are requested to submit the Approval Request Form to the superintendent or the administrator designated with responsibility to address such requests.
- B. Students or employees seeking to bring a service animal onto district premises are requested to identify whether the need for the service animal is required because of a disability and to describe the work or tasks that the service animal is trained to perform.
- C. The owner of the service animal shall provide written evidence that the service animal has received all vaccinations required by state law or local ordinance.

VII. REMOVAL OR EXCLUSION OF A SERVICE ANIMAL

- A. A school official may require a handler to remove a service animal from school district property, a school building, or a school-sponsored program or activity, if:
 - 1. Any of the requirements described in Part V., above, are not met.
 - 2. The service animal is out of control and/or the handler does not effectively control the animal's behavior;
 - 3. The presence of the service animal would fundamentally alter the nature of a service, program or activity; or
 - 4. The service animal behaves in a way that poses a direct threat to the health or safety of others, has a history of such behavior, or otherwise poses a significant health or safety risk to others that cannot be eliminated by reasonable accommodations.

- B. If the service animal is properly excluded, the school district shall give the individual with a disability the opportunity to participate in the service, program, or activity without the service animal, unless such individual has violated a law or school rule or regulation that would warrant the removal of the individual.

VIII. ADDITIONAL LIMITATIONS FOR MINIATURE HORSES

In assessing whether a miniature horse may be permitted in a school building or on school grounds as a service animal, the following factors shall be considered:

- A. The type, size, and weight of the miniature horse and whether the facility can accommodate these features;
- B. Whether the handler has sufficient control of the miniature horse;
- C. Whether the miniature horse is housebroken; and
- D. Whether the miniature horse's presence in a specific building or on school grounds compromises legitimate health and safety requirements.

IX. ALLERGIES; FEAR OF ANIMALS

If a student or employee notifies the school district that he or she is allergic to a service animal, the school district will balance the rights of the individuals involved. In general, allergies that are not life threatening are not a valid reason for prohibiting the presence of a service animal. Fear of animals is generally not a valid reason for prohibiting the presence of a service animal.

X. NON-SERVICE ANIMALS FOR STUDENTS WITH INDIVIDUALIZED EDUCATION PROGRAMS (IEPS) OR SECTION 504 PLANS

If a special education student or a student with a Section 504 plan seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the student's IEP team or Section 504 team, as appropriate, to determine whether the animal is necessary for the student to receive a free appropriate public education (FAPE) or, in the case of a Section 504 student, to reasonably accommodate the student's access to the school district's programs and activities.

XI. NON-SERVICE ANIMAL AS AN ACCOMMODATION FOR EMPLOYEES

If an employee seeks to bring an animal onto school property that is not a service animal, the request shall be referred to the superintendent or the administrator designated to handle such requests. A school district employee who is a qualified individual with a disability will be allowed to bring such animal onto school property when it is determined that such use is required to enable the employee to perform the essential functions of his or her position or to enjoy the benefits of employment in a manner comparable to those similarly situated non-disabled employees.

XII. LIABILITY

- A. The owner of the service animal or non-service animal is responsible for any harm or injury to an individual and for any property damage caused by the service animal while on school district property.

- B. An individual who, directly or indirectly through statements or conduct, intentionally misrepresents an animal in that person's possession as a service animal may be subject to criminal liability.

Legal References: Section 504 of the Rehabilitation Act of 1973
28 C.F.R. § 35.104, 28 C.F.R. § 35.130(b)(7), and 28 C.F.R. § 35.136 (ADA Regulations)
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)
Minn. Stat. § 256C.02 (Public Accommodations)
Minn. Stat. § 363A.19 (Discrimination Against Blind, Deaf, or Other Persons with Physical or Sensory Disabilities Prohibited)
Minn. Stat. § 609.226 (Harm Caused by Dog)
Minn. Stat. § 609.833 (Misrepresentation of Service Animal)

Cross References: MSBA/MASA Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Policy 521 (Student Disability Nondiscrimination)

Adopted: _____

MSBA/MASA Model Policy 605

Orig. 1999

Revised: _____

Rev. 2022

605 ALTERNATIVE EDUCATIONAL SERVICES

I. PURPOSE

The purpose of this policy is to recognize the need for alternative educational services for some school district students.

II. GENERAL STATEMENT OF POLICY

The school board recognizes the importance of alternative educational services for some students. Circumstances may be such that some students are put at risk of being able to continue or to complete their education programs. It is the policy of the school district that options shall be made available for some students to select educational alternatives that will enhance their opportunity to complete their education programs, recognizing that some students may become successful learners if given an opportunity to learn in a different environment and through a different learning style.

III. RESPONSIBILITY

- A. Any student who is 17 years old who seeks to withdraw from school, and the student's parent or guardian must attend a meeting with school personnel to discuss the educational opportunities available to the student, including alternative educational opportunities and sign a written election to withdraw from school.
- B. It shall be the responsibility of the superintendent to identify alternative educational opportunities to be made available to students who may be at risk, to recommend such alternative programs to the school board for approval, and to familiarize students and parents with the availability of such alternative educational services. The superintendent shall, through cooperative efforts with other schools, agencies, and organizations, periodically recommend additional or modified alternative educational services to the school board.
- C. The superintendent shall have discretionary authority to develop guidelines and directives to implement school board policy relating to alternative programs.

Legal References: Minn. Stat. § 120A.22, Subd. 8 (Compulsory Instruction)
Minn. Stat. § 121A.41, Subd. 11 (Definitions – Alternative Educational Services)
Minn. Stat. § 121A.45, Subd. 1 (Grounds for Dismissal)
Minn. Stat. § 123A.06 (State-Approved Alternative Programs and Services)
Minn. Stat. § 124D.66 (Assurance of Mastery Programs)
Minn. Stat. § 124D.68 (Graduation Incentives Programs)
Minn. Stat. § 124D.74 (American Indian Language and Cultural Educational Programs)
Minn. Stat. § 125A.50 (Alternative Delivery of Specialized Instructional Services)

Cross References: MSBA/MASA Model Policy 603 (Curriculum Development)
MSBA/MASA Model Policy 604 (Instructional Curriculum)

Adopted: _____

MSBA/MASA Model Policy 608

Orig. 1995

Revised: _____

Rev. 2022

608 INSTRUCTIONAL SERVICES – SPECIAL EDUCATION

[Note: The provisions of this policy substantially reflect statutory and regulatory requirements.]

I. PURPOSE

The purpose of this policy is to set forth the position of the school board on the need to provide special educational services to some students in the school district.

II. GENERAL STATEMENT OF POLICY

The school board recognizes that some students need special education and further recognizes the importance of providing a free appropriate public education and delivery system for students in need of special education.

III. RESPONSIBILITIES

- A. The school board accepts its responsibility to identify, evaluate, and provide special education and related services for disabled children who are properly the responsibility of the school district and who meet the criteria to qualify for special education and related services as set forth in Minnesota and federal law.
- B. The school district shall ensure that all qualified children with a disability are provided special education and related services that are appropriate to their educational needs.
- C. When such services require or result from interagency cooperation, the school district shall participate in such interagency activities in compliance with applicable federal and state law.

Legal References: Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 125A.02 (Child with a Disability Defined)
Minn. Stat. § 125A.027 (Rulemaking)
Minn. Stat. § 125A.03 (Special Instruction for Children with a Disability)
Minn. Stat. § 125A.08 (Individualized Education Programs)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.29 (Responsibilities of County Boards and School Boards))
20 U.S.C. § 1400 *et seq.* (Individuals with Disabilities Education Act)

Cross References: MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 508 (Extended School Year for Certain Students with Individualized Education Programs)
MSBA/MASA Model Policy 509 (Enrollment of Nonresident Students)
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

Adopted: _____

MSBA/MASA Model Policy 701

Orig. 1995

Revised: _____

Rev. 2022

701 ESTABLISHMENT AND ADOPTION OF SCHOOL DISTRICT BUDGET

[Note: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]

I. PURPOSE

The purpose of this policy is to establish lines of authority and procedures for the establishment of the school district's revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is to establish its revenue and expenditure budgets in accordance with the applicable provisions of law. Budget planning is an integral part of program planning so that the annual budget will effectively express and implement school board goals and the priorities of the school district.

III. REQUIREMENT

- A. The superintendent or such other school official as designated by the superintendent or the school board shall each year prepare preliminary revenue and expenditure budgets for review by the school board or its designated committee or committees. The preliminary budgets shall be accompanied by such written commentary as may be necessary for them to be clearly understood by the members of the school board and the public. The school board shall review the projected revenues and expenditures for the school district for the next fiscal year and make such adjustments in the expenditure budget as necessary to carry out the education program within the revenues projected.
- B. The school district must maintain separate accounts to identify revenues and expenditures for each building. Expenditures shall be reported in compliance with Minnesota Statutes section 123B.76.
- C. Prior to July 1 of each year, the school board shall approve and adopt its initial revenue and expenditure budgets for the next school year. The adopted expenditure budget document shall be considered the school board's expenditure authorization for that school year. No funds may be expended for any purpose in any school year prior to the adoption of the budget document which authorizes that expenditure for that year, or prior to the adoption of an amendment to that budget document by the school board to authorize that expenditure for that year.
- D. Each year, the school district shall publish its adopted revenue and expenditure budgets for the current year, the actual revenues, expenditures, and fund balances for the prior year, and the projected fund balances for the current year in the form prescribed by the Minnesota Commissioner of Education within one week of the acceptance of the final audit by the school board, or November 30, whichever is earlier. A statement shall be included in the publication that the complete budget in detail may be inspected by any resident of the school district upon request to the superintendent. A summary of this information and the address of the school district's official website where the information can be found must be published in a newspaper of general circulation in the school district. At the same time as this publication, the school district shall publish the other

information required by Minnesota Statutes section 123B.10.

- E. At the public hearing on the adoption of the school district's proposed property tax levy, the school board shall review its current budget and the proposed property taxes payable in the following calendar year.
- F. The school district must also post the materials specified in Paragraph III.D. above on the school district's official website, including a link to the school district's school report card on the Minnesota Department of Education's website, and publish a summary of information and the address of the school district's website where the information can be found in a qualified newspaper of general circulation in the district.

IV. IMPLEMENTATION

- A. The school board places the responsibility for administering the adopted budget with the superintendent. The superintendent may delegate duties related thereto to other school officials, but the superintendent maintains the ultimate responsibility for this function.
- B. The program-oriented budgeting system will be supported by a program-oriented accounting structure organized and operated on a fund basis as provided for in Minnesota statutes through the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS).
- C. The superintendent or the superintendent's designee is authorized to make payments of claims or salaries authorized by the adopted or amended budget prior to school board approval.
- D. Supplies and capital equipment can be ordered prior to budget adoption only by authority of the school board. If additional personnel are provided in the proposed budget, actual hiring may not occur until the budget is adopted unless otherwise approved by the school board. Other funds to be expended in a subsequent school year may not be encumbered prior to budget adoption unless specifically approved by the school board.
- E. The school district shall make such reports to the Minnesota Commissioner of Education as required relating to initial allocations of revenue, reallocations of revenue, and expenditures of funds.

Legal References: Minn. Stat. § 123B.10 (Publication of Financial Information)
Minn. Stat. § 123B.76 (Expenditures; Reporting)
Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirements)

Cross References: MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)

Adopted: _____

MSBA/MASA Model Policy 701.1

Orig. 1996

Revised: _____

Rev. 2000

701.1 MODIFICATION OF SCHOOL DISTRICT BUDGET

[Note: The provisions of this policy substantially reflect the requirements of Minnesota Statutes.]

I. PURPOSE

The purpose of this policy is to establish procedures for the modification of the school district's adopted revenue and expenditure budgets.

II. GENERAL STATEMENT OF POLICY

The policy of this school district is to modify its revenue and expenditure budgets in accordance with the applicable provisions of law.

III. REQUIREMENT

- A. The school district's adopted expenditure budget shall be considered the school board's expenditure authorization for that school year.
- B. If revisions or modifications in the adopted expenditure budget are determined to be advisable by the administration, the superintendent shall recommend the proposed changes to the school board. The proposed changes shall be accompanied by sufficient and appropriate background information on the revenue and policy issues involved to allow the school board to make an informed decision. A school board member may also propose modifications on that board member's own motion, provided, however, the school board member is encouraged to review the proposed modifications with the superintendent prior to their being proposed so that the administration may prepare necessary background materials for the school board prior to its consideration of those proposed modifications.
- C. If sufficient funds are not included in the expenditure budget in a particular fund to allow the proposed expenditure, funds for this purpose may not be expended from that fund prior to the adoption of an expenditure budget amendment by the school board to authorize that expenditure for that school year. An amended expenditure shall not exceed the projected revenues available for that purpose in that fund.
- D. The school district's revenue budget shall be amended from time to time during a fiscal year to reflect updated or revised revenue estimates. The superintendent shall make recommendations to the school board for appropriate revisions. If necessary, the school board shall also make necessary revisions in the expenditure budget if it appears that expenditures would otherwise exceed revenues and fund balances in a fund.

Legal References: Minn. Stat. § 123B.77 (Accounting, Budgeting, and Reporting Requirement)

Cross References: MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)

Adopted: _____

MSBA/MASA Model Policy 709

Revised: _____

Orig. 1995

Rev. 2022

709 STUDENT TRANSPORTATION SAFETY POLICY

[Note: School districts are required by statute to have a policy addressing these issues.]

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The school district may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student Training

1. The school district shall provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:
 - a. transportation by school bus is a privilege, not a right;
 - b. school district policies for student conduct and school bus safety;
 - c. appropriate conduct while on the bus;
 - d. the danger zones surrounding a school bus;
 - e. procedures for safely boarding and leaving a school bus;
 - f. procedures for safe vehicle lane crossing; and
 - g. school bus evacuation and other emergency procedures.
2. All students in grades K through 6 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training by the end of the third week of school. All students in grades 7 through 10 who are transported by school bus and are enrolled during the first or second week of school must receive the school bus safety training or receive bus safety instruction materials by the end of the sixth week of school, if they have not previously received school bus training. Students in grades K through 10 who enroll in a school after the second week of school, are transported by school bus, and have not received training in their previous school districts shall undergo school bus safety training or receive bus safety instructional materials within 4 weeks of their first day of attendance.
3. The school district and a nonpublic school with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.
4. Students taking driver's training instructional classes must receive training in

the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus as required by Minnesota Statutes section 169.446, subdivision 2.

5. The school district and a nonpublic school with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
6. The school district will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
7. The school district may provide kindergarten students with school bus safety training before the first day of school.
8. The school district may provide student safety education for bicycling and pedestrian safety for students in grades K through 5.
9. The school district shall adopt and make available for public review a curriculum for transportation safety education.
10. Nonpublic school students transported by the school district will receive school bus safety training by their nonpublic school. The nonpublic schools may use the school district's school transportation safety education curriculum. Upon request by the school district superintendent, the nonpublic school must certify to the school district's school transportation safety director that all students enrolled in grades K through 10 have received the appropriate training.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The school district's general student behavior rules are in effect for all students on school buses, including nonpublic and charter school students.
- B. Consequences for school bus/bus stop misconduct will be imposed by the school district under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the school district's transportation safety director. Serious misconduct may be reported to local law enforcement.
 1. School Bus and Bus Stop Rules. The school district school bus safety rules are to be posted on every bus. If these rules are broken, the school district's discipline procedures are to be followed. In most circumstances, consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the school district's Transportation Office/School Office.
 2. Rules at the Bus Stop
 - a. Get to your bus stop 5 minutes before your scheduled pick up time. The school bus driver will not wait for late students.
 - b. Respect the property of others while waiting at your bus stop.
 - c. Keep your arms, legs, and belongings to yourself.
 - d. Use appropriate language.
 - e. Stay away from the street, road, or highway when waiting for the bus.
 - f. Wait until the bus stops before approaching the bus.

- g. After getting off the bus, move away from the bus.
- h. If you must cross the street, always cross in front of the bus where the driver can see you. Wait for the driver to signal to you before crossing the street.
- i. No fighting, harassment, intimidation, or horseplay.
- j. No use of alcohol, tobacco, or drugs.

3. Rules on the Bus

- a. Immediately follow the directions of the driver.
- b. Sit in your seat facing forward.
- c. Talk quietly and use appropriate language.
- d. Keep all parts of your body inside the bus.
- e. Keep your arms, legs, and belongings to yourself.
- f. No fighting, harassment, intimidation, or horseplay.
- g. Do not throw any object.
- h. No eating, drinking, or use of alcohol, tobacco, or drugs.
- i. Do not bring any weapons or dangerous objects on the school bus.
- j. Do not damage the bus.

4. Consequences

- a. Consequences for school bus/bus stop misconduct will apply to all regular and late routes. Decisions regarding a student's ability to ride the bus in connection with cocurricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the school district. Parents or guardians will be notified of any suspension of bus privileges.

(1) Elementary (K-6)

1st offense – warning

2nd offense – 3 school-day suspension from riding the bus

3rd offense – 5 school-day suspension from riding the bus

4th offense – 10 school-day suspension from riding the bus/meeting with parent

Further offenses – individually considered. Students may be suspended for longer periods of time, including the remainder of the school year.

(2) Secondary (7-12)

1st offense – warning

2nd offense – 5 school-day suspension from riding the bus

3rd offense – 10 school-day suspension from riding the bus

4th offense – 20 school-day suspension from riding the bus/meeting with parent

5th offense – suspended from riding the bus for the remainder of the school year

Note: When any student goes 60 transportation days without a report, the student's consequences may start over at the first offense.

(3) Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

(4) Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that are reasonably believed to cause an immediate and substantial danger to the student or surrounding persons or property shall be provided by the school district to local law enforcement and the Department of Public Safety in accordance with state and federal law.

(5) Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within 2 weeks may result in the loss of bus privileges until damages are paid.

(6) Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

(7) Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, drug possession, or vandalism), the appropriate school district personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The school district school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

Parents/Guardians are responsible to:

1. Become familiar with school district rules, policies, regulations, and the principles of school bus safety, and thoroughly review them with their children;
2. Support safe riding and walking practices, and recognize that students are responsible for their actions;
3. Communicate safety concerns to their school administrators;
4. Monitor bus stops, if possible;
5. Have their children to the bus stop 5 minutes before the bus arrives;
6. Have their children properly dressed for the weather; and
7. Have a plan in case the bus is late.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

- A. School bus drivers shall have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a type III vehicle set forth in Sections VII.B. and VII.C., below. Drivers with a valid Class D driver's license, without a school bus endorsement, may operate a "type A-I" school bus as set forth in Section VII.D., below.
- B. The school district shall conduct mandatory drug and alcohol testing of all school district bus drivers and bus driver applicants in accordance with state and federal law and school district policy.
- C. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of a criminal offense, a serious traffic violation, or of violating any other state or local law relating to motor vehicle traffic control, other than a parking violation, in any type of motor vehicle in a state or jurisdiction other than Minnesota, shall notify the Minnesota Division of Driver and Vehicle Services (Division) of the conviction within 30 days of the conviction. For purposes of this paragraph, a "serious traffic violation" means a conviction of any of the following offenses:
 1. excessive speeding, involving any single offense for any speed of 15 miles per hour or more above the posted speed limit;
 2. reckless driving;
 3. improper or erratic traffic lane changes;
 4. following the vehicle ahead too closely;
 5. a violation of state or local law, relating to motor vehicle traffic control, arising in connection with a fatal accident;
 6. driving a commercial vehicle without obtaining a commercial driver's license or without having a commercial driver's license in the driver's possession;
 7. driving a commercial vehicle without the proper class of commercial driver's license and/or endorsements for the specific vehicle group being operated or for the passengers or type of cargo being transported;
 8. a violation of a state or local law prohibiting texting while driving a commercial vehicle; and

9. a violation of a state or local law prohibiting the use of a hand-held mobile telephone while driving a commercial vehicle.
- D. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a commercial driver's license and who is convicted of violating, in any type of motor vehicle, a Minnesota state or local law relating to motor vehicle traffic control, other than a parking violation, shall notify the person's employer of the conviction within 30 days of conviction. The notification shall be in writing and shall contain all the information set forth in Attachment A accompanying this policy.
 - E. A school bus driver, with the exception of a driver operating a type A-I school bus or type III vehicle, who has a Minnesota commercial driver's license suspended, revoked, or cancelled by the state of Minnesota or any other state or jurisdiction and who loses the right to operate a commercial vehicle for any period or who is disqualified from operating a commercial motor vehicle for any period shall notify the person's employer of the suspension, revocation, cancellation, lost privilege, or disqualification. Such notification shall be made before the end of the business day following the day the employee received notice of the suspension, revocation, cancellation, lost privilege, or disqualification. The notification shall be in writing and shall contain all the information set forth in Attachment B accompanying this policy.
 - F. A person who operates a type III vehicle and who sustains a conviction as described in Section VII.C.1.g. (i.e., driving while impaired offenses), VII.C.1.h. (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor), or VII.C.1.i. (multiple moving violations) while employed by the entity that owns, leases, or contracts for the school bus, shall report the conviction to the person's employer within 10 days of the date of the conviction. The notification shall be in writing and shall contain all the information set forth in Attachment C accompanying this policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

1. All new school bus drivers shall be provided with pre-service training, including in-vehicle (actual driving) instruction, before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All school bus drivers shall receive in-service training annually. For purposes of this section, "annually" means at least once every 380 days from the initial or previous evaluation and at least once every 380 days from the initial or previous license verification. The school district shall retain on file an annual individual school bus driver "evaluation certification" form for each school district driver as contained in the Model School Bus Driver Training Manual.

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

2. All bus drivers operating a type III vehicle will be provided with annual training and certification as set forth in Section VII.C.1.b., below, by either the school district or the entity from whom such services are contracted by the school district.

B. Evaluation

School bus drivers with a Class D license will be evaluated annually and all other bus drivers will be assessed periodically for the following competencies:

1. Safely operate the type of school bus the driver will be driving;
2. Understand student behavior, including issues relating to students with disabilities;
3. Ensure orderly conduct of students on the bus and handling incidents of misconduct appropriately;
4. Know and understand relevant laws, rules of the road, and local school bus safety policies;
5. Handle emergency situations; and
6. Safely load and unload students.

The evaluation must include completion of an individual "school bus driver evaluation form" (road test evaluation) as contained in the Model School Bus Driver Training Manual.

[Note: The school district may use alternative assessments rather than those set forth in the Model School Bus Driver Training Manual for bus driver training competencies with the approval of the Commissioner of Public Safety. A driver also may receive at least 8 hours of school bus in-service training in any year as an alternative to being assessed for bus driver competencies after the initial year of being assessed for bus driver competencies.]

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. School buses shall be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

2. Only students assigned to the school bus by the school district shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate, pursuant to school district policy, a day care facility, respite care facility, the residence of a relative, or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must minimize, to the extent practical, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. To the extent practical, the school district will designate school bus loading/unloading zones at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

[Note: A school district is not required to comply with Section VII.A.5. if the school board determines that alternative locations block traffic, impair student safety, or are not cost effective.]

6. A bus driver may not operate a school bus while communicating over, or otherwise

operating, a cellular phone for personal reasons, whether hand-held or hands free, when the vehicle is in motion or a part of traffic. For purposes of this paragraph, "school bus" has the meaning given in Minnesota Statutes section 169.011, subdivision 71. In addition, "school bus" also includes type III vehicles when driven by employees or agents of the school district. "Cellular phone" means a cellular, analog, wireless, or digital telephone capable of sending or receiving telephone or text messages without an access line for service.

B. Type III Vehicles

1. Type III vehicles are restricted to passenger cars, station wagons, vans, and buses having a maximum manufacturer's rated seating capacity of 10 or fewer people including the driver and a gross vehicle weight rating of 10,000 pounds or less. A van or bus converted to a seating capacity of 10 or fewer and placed in service on or after August 1, 1999, must have been originally manufactured to comply with the passenger safety standards.
2. Type III vehicles must be painted a color other than national school bus yellow.
3. Type III vehicles shall be state inspected in accordance with legal requirements.
4. A type III vehicle cannot be older than 12 years old unless excepted by state and federal law.
5. If a type III vehicle is school district owned, the school district name will be clearly marked on the side of the vehicle. The type III vehicle must not have the words "school bus" in any location on the exterior of the vehicle or in any interior location visible to a motorist.
6. A "type III vehicle" must not be outwardly equipped and identified as a type A, B, C, or D bus.
7. Eight-lamp warning systems and stop arms must not be installed or used on type III vehicles.
8. Type III vehicles must be equipped with mirrors as required by law.
9. Any type III vehicle may not stop traffic and may not load or unload before making a complete stop and disengaging gears by shifting into neutral or park. Any type III vehicle used to transport students must not load or unload so that a student has to cross the road, except where not possible or impractical, then the driver or assistant must escort a student across the road. If the driver escorts the student across the road, then the motor must be stopped, the ignition key removed, the brakes set, and the vehicle otherwise rendered immobile.
10. Any type III vehicle used to transport students must carry emergency equipment including:
 - a. Fire extinguisher. A minimum of one 10BC rated dry chemical type fire extinguisher is required. The extinguisher must be mounted in a bracket, and must be located in the driver's compartment and be readily accessible to the driver and passengers. A pressure indicator is required and must be easily read without removing the extinguisher from its mounted position.
 - b. First aid kit and body fluids cleanup kit. A minimum of a 10-unit first aid kit and a body fluids cleanup kit is required. They must be contained in removable, moisture- and dust-proof containers mounted in an accessible place within the driver's compartment and must be marked to indicate their identity and location.

- c. Passenger cars and station wagons may carry a fire extinguisher, a first aid kit, and warning triangles in the trunk or trunk area of the vehicle if a label in the driver and front passenger area clearly indicates the location of these items.
 - 11. Students will not be regularly transported in private vehicles that are not state inspected as type III vehicles. Only emergency, unscheduled transportation may be conducted in vehicles with a seating capacity of 10 or fewer without meeting the requirements for a type III vehicle. Also, parents may use a private vehicle to transport their own children under a contract with the district. The school district has no system of inspection for private vehicles.
 - 12. All drivers of type III vehicles will be licensed drivers and will be familiar with the use of required emergency equipment. The school district will not knowingly allow a person to operate a type III vehicle if the person has been convicted of an offense that disqualifies the person from operating a school bus.
 - 13. Type III vehicles will be equipped with child passenger restraints, and child passenger restraints will be utilized to the extent required by law.
- C. Type III Vehicle Driven by Employees with a Driver's License Without a School Bus Endorsement
- 1. The holder of a Class A, B, C, or D driver's license, without a school bus endorsement, may operate a type III vehicle, described above, under the following conditions:
 - a. The operator is an employee of the entity that owns, leases, or contracts for the school bus, which may include the school district.
 - b. The operator's employer, which may include the school district, has adopted and implemented a policy that provides for annual training and certification of the operator in:
 - (1) safe operation of a type III vehicle;
 - (2) understanding student behavior, including issues relating to students with disabilities;
 - (3) encouraging orderly conduct of students on the bus and handling incidents of misconduct appropriately;
 - (4) knowing and understanding relevant laws, rules of the road, and local school bus safety policies;
 - (5) handling emergency situations;
 - (6) proper use of seat belts and child safety restraints;
 - (7) performance of pretrip vehicle inspections;
 - (8) safe loading and unloading of students, including, but not limited to:
 - (a) utilizing a safe location for loading and unloading students at the curb, on the nontraffic side of the roadway, or at off-street loading areas, driveways, yards, and other areas to enable the student to avoid hazardous conditions;
 - (b) refraining from loading and unloading students in a

vehicular traffic lane, on the shoulder, in a designated turn lane, or a lane adjacent to a designated turn lane;

- (c) avoiding a loading or unloading location that would require a student to cross a road, or ensuring that the driver or an aide personally escort the student across the road if it is not reasonably feasible to avoid such a location;
 - (d) placing the type III vehicle in "park" during loading and unloading;
 - (e) escorting a student across the road under clause (c) only after the motor is stopped, the ignition key is removed, the brakes are set, and the vehicle is otherwise rendered immobile; and
- (9) compliance with paragraph V.F. concerning reporting convictions to the employer within 10 days of the date of conviction.
- c. A background check or background investigation of the operator has been conducted that meets the requirements under Minnesota Statutes section 122A.18, subdivision 8, or Minnesota Statutes section 123B.03 for school district employees; Minnesota Statutes section 144.057 or Minnesota Statutes chapter 245C for day care employees; or Minnesota Statutes section 171.321, subdivision 3, for all other persons operating a type III vehicle under this section.
- d. Operators shall submit to a physical examination as required by Minnesota Statutes section 171.321, subdivision 2.
- e. The operator's employer requires preemployment drug testing of applicants for operator positions. Current operators must comply with the employer's policy under Minnesota Statutes section 181.951, subdivisions 2, 4, and 5. Notwithstanding any law to the contrary, the operator's employer may use a breathalyzer or similar device to fulfill random alcohol testing requirements.
- f. The operator's driver's license is verified annually by the entity that owns, leases, or contracts for the type III vehicle as required by Minnesota Statutes section 171.321, subdivision 5.
- g. A person who sustains a conviction, as defined under Minnesota Statutes 609.02, of violating Minnesota Statutes section 169A.25, 169A.26, 169A.27 (driving while impaired offenses), or 169A.31 (alcohol-related school bus driver offenses), or whose driver's license is revoked under Minnesota Statutes sections 169A.50 to 169A.53 of the implied consent law, or who is convicted of violating or whose driver's license is revoked under a similar statute or ordinance of another state, is precluded from operating a type III vehicle for 5 years from the date of conviction.
- h. A person who has ever been convicted of a disqualifying offense as defined in Minnesota Statutes section 171.3215, subdivision 1(c), (i.e., felony, controlled substance, criminal sexual conduct offenses, or offenses for surreptitious observation, indecent exposure, use of minor in a sexual performance, or possession of child pornography or display of pornography to a minor) may not operate a type III vehicle.
- i. A person who sustains a conviction, as defined under Minnesota Statutes section 609.02, of a moving offense in violation of Minnesota Statutes chapter 169 within 3 years of the first of 3 other moving offenses is

precluded from operating a type III vehicle for 1 year from the date of the last conviction.

- j. Students riding the type III vehicle must have training required under Minnesota Statutes section 123B.90, Subd. 2 (See Section II.B., above).
 - k. Documentation of meeting the requirements listed in this section must be maintained under separate file at the business location for each type III vehicle operator. The school district or any other entity that owns, leases, or contracts for the type III vehicle operating under this section is responsible for maintaining these files for inspection.
- 2. The type III vehicle must bear a current certificate of inspection issued under Minnesota Statutes section 169.451.
 - 3. An employee of the school district who is not employed for the sole purpose of operating a type III vehicle may, in the discretion of the school district, be exempt from paragraphs VII.C.1.d. (physical examination) and VII.C.1.e. (drug testing), above.

D. Type A-I "Activity" Buses Driven by Employees with a Driver's License Without a School Bus Endorsement

- 1. The holder of a Class D driver's license, without a school bus endorsement, may operate a type A-I school bus or a Multifunction School Activity Bus (MFSAB) under the following conditions:
 - a. The operator is an employee of the school district or an independent contractor with whom the school district contracts for the school bus and is not solely hired to provide transportation services under this paragraph.
 - b. The operator drives the school bus only from points of origin to points of destination, not including home-to-school trips to pick up or drop off students.
 - c. The operator is prohibited from using the 8-light system if the vehicle is so equipped.
 - d. The operator has submitted to a background check and physical examination as required by Minnesota Statutes section 171.321, subdivision 2.
 - e. The operator has a valid driver's license and has not sustained a conviction of a disqualifying offense as set forth in Minnesota Statutes section 171.02, subdivisions 2a(h) - 2a(j).
 - f. The operator has been trained in the proper use of child safety restraints as set forth in the National Highway Traffic Safety Administration's "Guideline for the Safe Transportation of Pre-school Age Children in School Buses," if child safety restraints are used by passengers, in addition to the training required in Section VI., above.
 - g. The bus has a gross vehicle weight rating of 14,500 pounds or less and is designed to transport 15 or fewer passengers, including the driver.
- 2. The school district shall maintain annual certification of the requirements listed in this section for each Class D license operator.
- 3. A school bus operated under this section must bear a current certificate of inspection.

4. The word "School" on the front and rear of the bus must be covered by a sign that reads "Activities" when the bus is being operated under authority of this section.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call "911" or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III "Crash & Emergency Preparedness" of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).

[Note: The Model School Bus Driver Training Manual is available online through the Minnesota Department of Public Safety State Patrol web page.]

- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within 1 month after the effective date of assignment participate in a program of in-service training on the proper methods for dealing with the specific needs and problems of students with disabilities, assist students with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
 1. the student's name and address;
 2. the nature of the student's disabilities;
 3. emergency health care information; and
 4. the names and telephone numbers of the student's physician, parents, guardians, or custodians, and some person other than the student's parents or custodians who can be contacted in case of an emergency.

IX. SCHOOL DISTRICT VEHICLE MAINTENANCE STANDARDS

- A. All school vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the school district.
- B. All school vehicles shall be state inspected in accordance with legal requirements.
- C. A copy of the current daily pre-trip inspection report must be carried in the bus. Daily pre-trip inspections shall be maintained on file in accordance with the school district's record retention schedule. Prompt reports of defects to be immediately corrected will be submitted.
- D. Daily post-trip inspections shall be performed to check for any children or lost items remaining on the bus and for vandalism.

X. SCHOOL TRANSPORTATION SAFETY DIRECTOR

The school board has designated an individual to serve as the school district's school transportation safety director. The school transportation safety director shall have day-to-day

responsibility for student transportation safety, including transportation of nonpublic school children when provided by the school district. The school transportation safety director will assure that this policy is periodically reviewed to ensure that it conforms to law. The school transportation safety director shall certify annually to the school board that each school bus driver meets the school bus driver training competencies required Minnesota Statutes section 171.321, subdivision 4. The transportation safety director also shall annually verify or ensure that the private contractor utilized by the school has verified the validity of the driver's license of each employee who regularly transports students for the school district in a type A, B, C, or D school bus, type III vehicle, or MFSAB with the National Driver Register or the Department of Public Safety. Upon request of the school district superintendent or the superintendent of the school district where nonpublic students are transported, the school transportation safety director also shall certify to the superintendent that students have received school bus safety training in accordance with state law. The name, address and telephone number of the school transportation safety director are on file in the school district office. Any questions regarding student transportation or this policy may be addressed to the school transportation safety director.

XI. STUDENT TRANSPORTATION SAFETY COMMITTEE

The school board may establish a student transportation safety committee. The chair of the student transportation safety committee is the school district's school transportation safety director. The school board shall appoint the other members of the student transportation safety committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other school district staff, and representatives from other units of local government.

Legal References: Minn. Stat. § 122A.18, Subd. 8 (Board to Issue Licenses)
Minn. Stat. § 123B.03 (Background Check)
Minn. Stat. § 123B.42 (Textbooks; Individual Instruction or Cooperative Learning Material; Standard Tests)
Minn. Stat. § 123B.88 (Independent School Districts; Transportation)
Minn. Stat. § 123B.885 (Diesel School Buses; Operation of Engine; Parking)
Minn. Stat. § 123B.90 (School Bus Safety Training)
Minn. Stat. § 123B.91 (School District Bus Safety Responsibilities)
Minn. Stat. § 144.057 (Background Studies on Licensees and Other Personnel)
Minn. Stat. Ch. 169 (Traffic Regulations)
Minn. Stat. § 169.011, Subds. 15, 16, and 71 (Definitions)
Minn. Stat. § 169.02 (Scope)
Minn. Stat. § 169.443 (Safety of School Children; Bus Driver's Duties)
Minn. Stat. § 169.446, Subd. 2 (Safety of School Children; Training and Education Rules)
Minn. Stat. § 169.451 (Inspecting School and Head Start Buses; Rules; Misdemeanor)
Minn. Stat. § 169.454 (Type III Vehicle Standards)
Minn. Stat. § 169.4582 (Reportable Offense on School Buses)
Minn. Stat. §§ 169A.25-169A.27 (Driving While Impaired)
Minn. Stat. § 169A.31 (Alcohol-Related School Bus or Head Start Bus Driving)
Minn. Stat. §§ 169A.50-169A.53 (Implied Consent Law)
Minn. Stat. § 171.02, Subds. 2, 2a, and 2b (Licenses; Types, Endorsements, Restrictions)
Minn. Stat. § 171.168 (Notice of Violation by Commercial Driver)
Minn. Stat. § 171.169 (Notice of Commercial License Suspension)
Minn. Stat. § 171.321 (Qualifications of School Bus and Type III Vehicle Drivers)
Minn. Stat. § 171.3215, Subd. 1(c) (Canceling Bus Endorsement for Certain Offenses)
Minn. Stat. § 181.951 (Authorized Drug and Alcohol Testing)
Minn. Stat. Ch. 245C (Human Services Background Studies)

Minn. Stat. § 609.02 (Definitions)
Minn. Rules Parts 7470.1000-7470.1700 (School Bus Inspection)
49 C.F.R. Part 383 (Commercial Driver's License Standards; Requirements and Penalties)
49 C.F.R. § 383.31 (Notification of Convictions for Driver Violations)
49 C.F.R. § 383.33 (Notification of Driver's License Suspensions)
49 C.F.R. § 383.5 (Transportation Definitions)
49 C.F.R. § 383.51 (Disqualification of Drivers)

Cross References: MSBA/MASA Model Policy 416 (Drug and Alcohol Testing)
MSBA/MASA Model Policy 506 (Student Discipline)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA/MASA Model Policy 707 (Transportation of Public Students)
MSBA/MASA Model Policy 708 (Transportation of Nonpublic Students)
MSBA/MASA Model Policy 710 (Extracurricular Transportation)

Adopted: _____

MSBA/MASA Model Policy 704

Orig. 1995

Revised: _____

Rev. 20223

704 DEVELOPMENT AND MAINTENANCE OF AN INVENTORY OF FIXED ASSETS AND A FIXED ASSET ACCOUNTING SYSTEM

I. PURPOSE

The purpose of this policy is to provide for the development and maintenance of an inventory of the fixed assets of the school district and the establishment and maintenance of a fixed asset accounting system.

II. GENERAL STATEMENT OF POLICY

The policy of the school district is that a fixed asset accounting system and an inventory of fixed assets be developed and maintained.

III. DEVELOPMENT OF INVENTORY AND ACCOUNTING SYSTEM

The superintendent or such other school official as designated by the superintendent or the school board shall be responsible for the development and maintenance of an inventory of the fixed assets of the school district and for the establishment and maintenance of a formal fixed asset accounting system. The accounting system shall be operated in compliance with the applicable provisions of the Uniform Financial Accounting and Reporting Standards for Minnesota School Districts (UFARS). An asset must have a minimum individual value of \$5,000 or more. In addition, the inventory shall specify the location of all continued abstracts showing the conveyance of the property to the school district; certificates of title showing title to the property in the school district; title insurance policies; surveys; and other property records relating to the real property of the school district.

IV. REPORT

The administration shall annually update the property records of the school district and provide an inventory of the fixed assets of the school district to the school board.

Legal References:

Minn. Stat. § 123B.02 (General Powers of Independent School Districts)
Minn. Stat. § 123B.09 (Boards of Independent School Districts)
Minn. Stat. § 123B.51 (Schoolhouse and Sites; Uses for School and Nonschool Purposes; Closings)

Cross References:

MSBA/MASA Model Policy 702 (Accounting)

Adopted: _____

MSBA/MASA Model Policy 721
Orig. 2016

Revised: _____

721 UNIFORM GRANT GUIDANCE POLICY REGARDING FEDERAL REVENUE SOURCES

[Note: School districts are required by the federal Uniform Grant Guidance regulations, 2 C.F.R. Part 200, to have the policies which establish uniform administrative requirements, cost principles, and audit requirements for federal awards to non-federal entities including school districts. The United States Office of Management and Budget published the final regulations December 26, 2013. The Uniform Grant Guidance is effective for new and continuation federal grant awards issued on or after December 26, 2014. The regulations do not affect grant funds awarded prior to December 26, 2014, unless funds made available under those grants are carried forward into a new federal fiscal year or a continuation grant. 2 C.F.R. § 200.110.]

I. PURPOSE

The purpose of this policy is to ensure compliance with the requirements of the federal Uniform Grant Guidance regulations by establishing uniform administrative requirements, cost principles, and audit requirements for federal grant awards received by the school district.

II. DEFINITIONS

A. Grants

1. “State-administered grants” are those grants that pass through a state agency such as the Minnesota Department of Education (MDE).
2. “Direct grants” are those grants that do not pass through another agency such as MDE and are awarded directly by the federal awarding agency to the grantee organization. These grants are usually discretionary grants that are awarded by the U.S. Department of Education (DOE) or by another federal awarding agency.

[Note: All of the requirements outlined in this policy apply to both direct grants and state-administered grants.]

- B. “Non-federal entity” means a state, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a federal award as a recipient or subrecipient.

- C. “Federal award” has the meaning, depending on the context, in either paragraph 1. or 2. of this definition:
1. a. The federal financial assistance that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability); or
 - b. The cost-reimbursement contract under the federal Acquisition Regulations that a non-federal entity receives directly from a federal awarding agency or indirectly from a pass-through entity, as described in 2 C.F.R. § 200.101 (Applicability).
 2. The instrument setting forth the terms and conditions. The instrument is the grant agreement, cooperative agreement, other agreement for assistance covered in paragraph (b) of 2 C.F.R. § 200.40 (Federal Financial Assistance), or the cost-reimbursement contract awarded under the federal Acquisition Regulations.
 3. “Federal award” does not include other contracts that a federal agency uses to buy goods or services from a contractor or a contract to operate federal-government-owned, contractor-operated facilities.
- D. “Contract” means a legal instrument by which a non-federal entity purchases property or services needed to carry out the project or program under a federal award. The term, as used in 2 C.F.R. Part 200, does not include a legal instrument, even if the non-federal entity considers it a contract, when the substance of the transaction meets the definition of a federal award or subaward.
- E. Procurement Methods
1. “Procurement by micro-purchase” is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (generally \$10,000, except as otherwise discussed in 48 C.F.R. Subpart 2.1 or as periodically adjusted for inflation).
 2. “Procurement by small purchase procedures” are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than \$250,000 (periodically adjusted for inflation).
 3. “Procurement by sealed bids (formal advertising)” is a publicly solicited and a firm, fixed-price contract (lump sum or unit price) awarded to the responsible bidder whose bid, conforming to all the material terms and conditions of the invitation for bids, is the lowest in price.
 4. “Procurement by competitive proposals” is normally conducted with more than one source submitting an offer, and either a fixed-price or cost-

reimbursement type contract is awarded. Competitive proposals are generally used when conditions are not appropriate for the use of sealed bids.

5. “Procurement by noncompetitive proposals” is procurement through solicitation of a proposal from only one source.
- F. “Equipment” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which exceeds the lesser of the capitalization level established by the non-federal entity for financial statement purposes, or \$5,000.
- G. “Compensation for personal services” includes all remuneration, paid currently or accrued, for services of employees rendered during the period of performance under the federal award, including, but not necessarily limited to, wages and salaries. Compensation for personal services may also include fringe benefits which are addressed in 2 C.F.R. § 200.431 (Compensation - Fringe Benefits).
- H. “Post-retirement health plans” refer to costs of health insurance or health services not included in a pension plan covered by 2 C.F.R. § 200.431(g) for retirees and their spouses, dependents, and survivors.
- I. “Severance pay” is a payment in addition to regular salaries and wages by the non-federal entities to workers whose employment is being terminated.
- J. “Direct costs” are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.
- K. “Relocation costs” are costs incident to the permanent change of duty assignment (for an indefinite period or for a stated period not less than 12 months) of an existing employee or upon recruitment of a new employee.
- L. “Travel costs” are the expenses for transportation, lodging, subsistence, and related items incurred by employees who are in travel status on official business of the school district.

III. CONFLICT OF INTEREST

- A. Employee Conflict of Interest. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a federal award 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 employees, officers, and agents of the school district may neither solicit nor accept gratuities, favors, or

anything of monetary value from contractors or parties to subcontracts. However, the school district may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by employees, officers, or agents of the school district.

- B. Organizational Conflicts of Interest. The school district is unable or appears to be unable to be impartial in conducting a procurement action involving the related organization because of relationships with a parent company, affiliate, or subsidiary organization.
- C. Disclosing Conflicts of Interest. The school district must disclose in writing any potential conflict of interest to MDE in accordance with applicable federal awarding agency policy.

IV. ACCEPTABLE METHODS OF PROCUREMENT

- A. General Procurement Standards. The school district must use its own documented procurement procedures which reflect applicable state laws, provided that the procurements conform to the applicable federal law and the standards identified in the Uniform Grant Guidance.
- B. The school district must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.
- C. The school district's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives and any other appropriate analysis to determine the most economical approach.
- D. The school district must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- E. The school district must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: rationale for the method of procurement; selection of the contract type; contractor selection or rejection; and the basis for the contract price.
- F. The school district alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the school district of any contractual responsibilities

under its contracts.

- G. The school district must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- H. Methods of Procurement. The school district must use one of the following methods of procurement:
 - 1. Procurement by micro-purchases. To the extent practicable, the school district must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the school district considers the price to be reasonable.
 - 2. Procurement by small purchase procedures. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.
 - 3. Procurement by sealed bids (formal advertising).
 - 4. Procurement by competitive proposals. If this method is used, the following requirements apply:
 - a. Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;
 - b. Proposals must be solicited from an adequate number of qualified sources;
 - c. The school district must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;
 - d. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and
 - e. The school district may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method where price is not used as a selection factor can only be used in procurement of A/E professional services; it cannot be used to purchase other types of services, though A/E firms are a potential source to perform the proposed effort.

5. Procurement by noncompetitive proposals. Procurement by noncompetitive proposals may be used only when one or more of the following circumstances apply:
 - a. The item is available only from a single source;
 - b. The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;
 - c. The DOE or MDE expressly authorizes noncompetitive proposals in response to a written request from the school district; or
 - d. After solicitation of a number of sources, competition is determined inadequate.
- I. Competition. The school district must have written procedures for procurement transactions. These procedures must ensure that all solicitations:
 1. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When making a clear and accurate description of the technical requirements is impractical or uneconomical, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and
 2. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.
- J. The school district must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the school district must not preclude potential bidders from qualifying during the solicitation period.
- K. Non-federal entities are prohibited from contracting with or making subawards under “covered transactions” to parties that are suspended or debarred or whose principals are suspended or debarred. “Covered transactions” include procurement contracts for goods and services awarded under a grant or cooperative agreement that are expected to equal or exceed \$25,000.

- L. All nonprocurement transactions entered into by a recipient (i.e., subawards to subrecipients), irrespective of award amount, are considered covered transactions, unless they are exempt as provided in 2 C.F.R. § 180.215.

V. MANAGING EQUIPMENT AND SAFEGUARDING ASSETS

- A. Property Standards. The school district must, at a minimum, provide the equivalent insurance coverage for real property and equipment acquired or improved with federal funds as provided to property owned by the non-federal entity. Federally owned property need not be insured unless required by the terms and conditions of the federal award.

The school district must adhere to the requirements concerning real property, equipment, supplies, and intangible property set forth in 2 C.F.R. §§ 200.311, 200.314, and 200.315.

- B. Equipment

Management requirements. Procedures for managing equipment (including replacement equipment), whether acquired in whole or in part under a federal award, until disposition takes place will, at a minimum, meet the following requirements:

1. Property records must be maintained that include a description of the property; a serial number or other identification number; the source of the funding for the property (including the federal award identification number (FAIN)); who holds title; the acquisition date; the cost of the property; the percentage of the federal participation in the project costs for the federal award under which the property was acquired; the location, use, and condition of the property; and any ultimate disposition data, including the date of disposition and sale price of the property.
2. A physical inventory of the property must be taken and the results reconciled with the property records at least once every two years.
3. A control system must be developed to ensure adequate safeguards to prevent loss, damage, or theft of the property. Any loss, damage, or theft must be investigated.
4. Adequate maintenance procedures must be developed to keep property in good condition.
5. If the school district is authorized or required to sell the property, proper sales procedures must be established to ensure the highest possible return.

VI. FINANCIAL MANAGEMENT REQUIREMENTS

- A. Financial Management. The school district's financial management systems, including records documenting compliance with federal statutes, regulations, and the terms and conditions of the federal award, must be sufficient to permit the preparation of reports required by general and program-specific terms and conditions; and the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the federal statutes, regulations, and the terms and conditions of the federal award.
- B. Payment. The school district must be paid in advance, provided it maintains or demonstrates the willingness to maintain both written procedures that minimize the time elapsing between the transfer of funds and disbursement between the school district and the financial management systems that meet the standards for fund control.

Advance payments to a school district must be limited to the minimum amounts needed and timed to be in accordance with the actual, immediate cash requirements of the school district in carrying out the purpose of the approved program or project. The timing and amount of advance payments must be as close as is administratively feasible to the actual disbursements by the non-federal entity for direct program or project costs and the proportionate share of any allowable indirect costs. The school district must make timely payment to contractors in accordance with the contract provisions.

- C. Internal Controls. The school district must establish and maintain effective internal control over the federal award that provides reasonable assurance that the school district is managing the federal award in compliance with federal statutes, regulations, and the terms and conditions of the federal award. These internal controls should be in compliance with guidance in "Standards for Internal Control in the Federal Government," issued by the Comptroller General of the United States, or the "Internal Control Integrated Framework," issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

The school district must comply with federal statutes, regulations, and the terms and conditions of the federal award.

The school district must also evaluate and monitor the school district's compliance with statutes, regulations, and the terms and conditions of the federal award.

The school district must also take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings.

The school district must take reasonable measures to safeguard protected personally identifiable information considered sensitive consistent with applicable federal and state laws regarding privacy and obligations of confidentiality.

VII. ALLOWABLE USE OF FUNDS AND COST PRINCIPLES

- A. Allowable Use of Funds. The school district administration and board will enforce

appropriate procedures and penalties for program, compliance, and accounting staff responsible for the allocation of federal grant costs based on their allowability and their conformity with federal cost principles to determine the allowability of costs.

B. Definitions

1. “Allowable cost” means a cost that complies with all legal requirements that apply to a particular federal education program, including statutes, regulations, guidance, applications, and approved grant awards.
2. “Education Department General Administrative Regulations (EDGAR)” means a compilation of regulations that apply to federal education programs. These regulations contain important rules governing the administration of federal education programs and include rules affecting the allowable use of federal funds (including rules regarding allowable costs, the period of availability of federal awards, documentation requirements, and grants management requirements). EDGAR can be accessed at: <http://www2.ed.gov/policy/fund/reg/edgarReg/edgar.html>.
3. “Omni Circular” or “2 C.F.R. Part 200s” or “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards” means federal cost principles that provide standards for determining whether costs may be charged to federal grants.
4. “Advance payment” means a payment that a federal awarding agency or passthrough entity makes by any appropriate payment mechanism, including a predetermined payment schedule, before the non-federal entity disburses the funds for program purposes.

C. Allowable Costs. The following items are costs that may be allowable under the 2 C.F.R. Part 200s under specific conditions:

1. Advisory councils;
2. Audit costs and related services;
3. Bonding costs;
4. Communication costs;
5. Compensation for personal services;
6. Depreciation and use allowances;
7. Employee morale, health, and welfare costs;
8. Equipment and other capital expenditures;

9. Gains and losses on disposition of depreciable property and other capital assets and substantial relocation of federal programs;
10. Insurance and indemnification;
11. Maintenance, operations, and repairs;
12. Materials and supplies costs;
13. Meetings and conferences;
14. Memberships, subscriptions, and professional activity costs;
15. Security costs;
16. Professional service costs;
17. Proposal costs;
18. Publication and printing costs;
19. Rearrangement and alteration costs;
20. Rental costs of building and equipment;
21. Training costs; and
22. Travel costs.

D. Costs Forbidden by Federal Law. 2 CFR Part 200s and EDGAR identify certain costs that may never be paid with federal funds. The following list provides examples of such costs. If a cost is on this list, it may not be supported with federal funds. The fact that a cost is not on this list does not mean it is necessarily permissible. Other important restrictions apply to federal funds, such as those items detailed in the 2 CFR Part 200s; thus, the following list is not exhaustive:

1. Advertising and public relations costs (with limited exceptions), including promotional items and memorabilia, models, gifts, and souvenirs;
2. Alcoholic beverages;
3. Bad debts;
4. Contingency provisions (with limited exceptions);
5. Fundraising and investment management costs (with limited exceptions);
6. Donations;

7. Contributions;
8. Entertainment (amusement, diversion, and social activities and any associated costs);
9. Fines and penalties;
10. General government expenses (with limited exceptions pertaining to Indian tribal governments and Councils of Government (COGs));
11. Goods or services for personal use;
12. Interest, except interest specifically stated in 2 C.F.R. § 200.441 as allowable;
13. Religious use;
14. The acquisition of real property (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs);
15. Construction (unless specifically permitted by programmatic statute or regulations, which is very rare in federal education programs); and
16. Tuition charged or fees collected from students applied toward meeting matching, cost sharing, or maintenance of effort requirements of a program.

E. Program Allowability

1. Any cost paid with federal education funds must be permissible under the federal program that would support the cost.
2. Many federal education programs detail specific required and/or allowable uses of funds for that program. Issues such as eligibility, program beneficiaries, caps or restrictions on certain types of program expenses, other program expenses, and other program specific requirements must be considered when performing the programmatic analysis.
3. The two largest federal K-12 programs, Title I, Part A, and the Individuals with Disabilities Education Act (IDEA), do not contain a use of funds section delineating the allowable uses of funds under those programs. In those cases, costs must be consistent with the purposes of the program in order to be allowable.

F. Federal Cost Principles

1. The Omni Circular defines the parameters for the permissible uses of federal

funds. While many requirements are contained in the Omni Circular, it includes five core principles that serve as an important guide for effective grant management. These core principles require all costs to be:

- a. Necessary for the proper and efficient performance or administration of the program.
- b. Reasonable. An outside observer should clearly understand why a decision to spend money on a specific cost made sense in light of the cost, needs, and requirements of the program.
- c. Allocable to the federal program that paid for the cost. A program must benefit in proportion to the amount charged to the federal program – for example, if a teacher is paid 50% with Title I funds, the teacher must work with the Title I program/students at least 50% of the time. Recipients also need to be able to track items or services purchased with federal funds so they can prove they were used for federal program purposes.
- d. Authorized under state and local rules. All actions carried out with federal funds must be authorized and not prohibited by state and local laws and policies.
- e. Adequately documented. A recipient must maintain proper documentation so as to provide evidence to monitors, auditors, or other oversight entities of how the funds were spent over the lifecycle of the grant.

G. Program Specific Fiscal Rules. The Omni Circular also contains specific rules on selected items of costs. Costs must comply with these rules in order to be paid with federal funds.

1. All federal education programs have certain program specific fiscal rules that apply. Determining which rules apply depends on the program; however, rules such as supplement, not supplant, maintenance of effort, comparability, caps on certain uses of funds, etc., have an important impact when analyzing whether a particular cost is permissible.
2. Many state-administered programs require local education agencies (LEAs) to use federal program funds to supplement the amount of state, local, and, in some cases, other federal funds they spend on education costs and not to supplant (or replace) those funds. Generally, the “supplement, not supplant” provision means that federal funds must be used to supplement the level of funds from non-federal sources by providing additional services, staff, programs, or materials. In other words, federal funds normally cannot be used to pay for things that would otherwise be paid for with state or local funds (and, in some cases, with other federal funds).

3. Auditors generally presume supplanting has occurred in three situations:
 - a. School district uses federal funds to provide services that the school district is required to make available under other federal, state, or local laws.
 - b. School district uses federal funds to provide services that the school district provided with state or local funds in the prior year.
 - c. School district uses Title I, Part A, or Migrant Education Program funds to provide the same services to Title I or Migrant students that the school district provides with state or local funds to nonparticipating students.
4. These presumptions apply differently in different federal programs and also in schoolwide program schools. Staff should be familiar with the supplement not supplant provisions applicable to their program.

H. Approved Plans, Budgets, and Special Conditions

1. As required by the Omni Circular, all costs must be consistent with approved program plans and budgets.
2. Costs must also be consistent with all terms and conditions of federal awards, including any special conditions imposed on the school district's grants.

I. Training

1. The school district will provide training on the allowable use of federal funds to all staff involved in federal programs.
2. The school district will promote coordination between all staff involved in federal programs through activities, such as routine staff meetings and training sessions.

- J. Employee Sanctions. Any school district employee who violates this policy will be subject to discipline, as appropriate, up to and including the termination of employment.

VIII. COMPENSATION – PERSONAL SERVICES EXPENSES AND REPORTING

A. Compensation – Personal Services

Costs of compensation are allowable to the extent that they satisfy the specific requirements of the Uniform Grant Guidance and that the total compensation for individual employees:

1. Is reasonable for the services rendered and conforms to the established written policy of the school district consistently applied to both federal and non-federal activities; and
2. Follows an appointment made in accordance with a school district's written policies and meets the requirements of federal statute, where applicable.

Unless an arrangement is specifically authorized by a federal awarding agency, a school district must follow its written non-federal, entitywide policies and practices concerning the permissible extent of professional services that can be provided outside the school district for non-organizational compensation.

B. Compensation – Fringe Benefits

1. During leave.

The costs of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

- a. They are provided under established written leave policies;
 - b. The costs are equitably allocated to all related activities, including federal awards; and
 - c. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the school district.
2. The costs of fringe benefits in the form of employer contributions or expenses for social security; employee life, health, unemployment, and worker's compensation insurance (except as indicated in 2 C.F.R. § 200.447(d)); pension plan costs; and other similar benefits are allowable, provided such benefits are granted under established written policies. Such benefits must be allocated to federal awards and all other activities in a manner consistent with the pattern of benefits attributable to the individuals or group(s) of employees whose salaries and wages are chargeable to such federal awards and other activities and charged as direct or indirect costs in accordance with the school district's accounting practices.
 3. Actual claims paid to or on behalf of employees or former employees for workers' compensation, unemployment compensation, severance pay, and similar employee benefits (e.g., post-retirement health benefits) are allowable in the year of payment provided that the school district follows a consistent costing policy.
 4. Pension plan costs may be computed using a pay-as-you-go method or an

acceptable actuarial cost method in accordance with the written policies of the school district.

5. Post-retirement costs may be computed using a pay-as-you-go method or an acceptable actuarial cost method in accordance with established written policies of the school district.
 6. Costs of severance pay are allowable only to the extent that, in each case, severance pay is required by law; employer-employee agreement; established policy that constitutes, in effect, an implied agreement on the school district's part; or circumstances of the particular employment.
- C. Insurance and Indemnification. Types and extent and cost of coverage are in accordance with the school district's policy and sound business practice.
- D. Recruiting Costs. Short-term, travel visa costs (as opposed to longer-term, immigration visas) may be directly charged to a federal award, so long as they are:
1. Critical and necessary for the conduct of the project;
 2. Allowable under the cost principles set forth in the Uniform Grant Guidance;
 3. Consistent with the school district's cost accounting practices and school district policy; and
 4. Meeting the definition of "direct cost" in the applicable cost principles of the Uniform Grant Guidance.
- E. Relocation Costs of Employees. Relocation costs are allowable, subject to the limitations described below, provided that reimbursement to the employee is in accordance with the school district's reimbursement policy.
- F. Travel Costs. Travel costs may be charged on an actual cost basis, on a per diem or mileage basis in lieu of actual costs incurred, or on a combination of the two, provided the method used is applied to an entire trip and not to selected days of the trip, and results in charges consistent with those normally allowed in like circumstances in the school district's non-federally funded activities and in accordance with the school district's reimbursement policies.

Costs incurred by employees and officers for travel, including costs of lodging, other subsistence, and incidental expenses, must be considered reasonable and otherwise allowable only to the extent such costs do not exceed charges normally allowed by the school district in its regular operations according to the school district's written reimbursement and/or travel policies.

In addition, when costs are charged directly to the federal award, documentation must justify the following:

1. Participation of the individual is necessary to the federal award; and
2. The costs are reasonable and consistent with the school district's established travel policy.

Temporary dependent care costs above and beyond regular dependent care that directly results from travel to conferences is allowable provided the costs are:

1. A direct result of the individual's travel for the federal award;
2. Consistent with the school district's documented travel policy for all school district travel; and
3. Only temporary during the travel period.

[Note: Noncompliance. If a school district fails to comply with federal statutes, regulations, or the terms and conditions of a federal award, the DOE or MDE may impose additional conditions, as described in 2 C.F.R. § 200.207 (Specific Conditions). If the DOE or MDE determines that noncompliance cannot be remedied by imposing additional conditions, the DOE or MDE may take one or more of the following actions, as appropriate under the circumstances: 1) Temporarily withhold cash payments pending correction of the deficiency by the school district or more severe enforcement action by the DOE or MDE; 2) Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance; 3) Wholly or partly suspend or terminate the federal award; 4) Initiate suspension or debarment proceedings as authorized under 2 C.F.R. Part 180 and DOE regulations (or, in the case of MDE, recommend such a proceeding be initiated by the DOE); 5) Withhold further federal awards for the project or program; and/or 6) Take other remedies that may be legally available.]

Legal References:

- 2 C.F.R. § 200.12 (Capital Assets)
- 2 C.F.R. § 200.112 (Conflict of Interest)
- 2 C.F.R. § 200.113 (Mandatory Disclosures)
- 2 C.F.R. § 200.205(d) (Federal Awarding Agency Review of Risk Posed by Applicants)
- 2 C.F.R. § 200.212 (Suspension and Debarment)
- 2 C.F.R. § 200.300(b) (Statutory and National Policy Requirements)
- 2 C.F.R. § 200.302 (Financial Management)
- 2 C.F.R. § 200.303 (Internal Controls)
- 2 C.F.R. § 200.305(b)(1) (Payment)
- 2 C.F.R. § 200.310 (Insurance Coverage)
- 2 C.F.R. § 200.311 (Real Property)
- 2 C.F.R. § 200.313(d) (Equipment)
- 2 C.F.R. § 200.314 (Supplies)
- 2 C.F.R. § 200.315 (Intangible Property)
- 2 C.F.R. § 200.318 (General Procurement Standards)

2 C.F.R. § 200.319(c) (Competition)
2 C.F.R. § 200.320 (Methods of Procurement to be Followed)
2 C.F.R. § 200.321 (Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms)
2 C.F.R. § 200.328 (Monitoring and Reporting Program Performance)
2 C.F.R. § 200.338 (Remedies for Noncompliance)
2 C.F.R. § 200.403(c) (Factors Affecting Allowability of Costs)
2 C.F.R. § 200.430 (Compensation – Personal Services)
2 C.F.R. § 200.431 (Compensation – Fringe Benefits)
2 C.F.R. § 200.447 (Insurance and Indemnification)
2 C.F.R. § 200.463 (Recruiting Costs)
2 C.F.R. § 200.464 (Relocation Costs of Employees)
2 C.F.R. § 200.473 (Transportation Costs)
2 C.F.R. § 200.474 (Travel Costs)

Cross References: MSBA/MASA Model Policy 208 (Development, Adoption, and Implementation of Policies)
MSBA/MASA Model Policy 210 (Conflict of Interest – School Board Members)
MSBA/MASA Model Policy 210.1 (Conflict of Interest – Charter School Board Members)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 701 (Establishment and Adoption of School District Budget)
MSBA/MASA Model Policy 701.1 (Modification of School District Budget)
MSBA/MASA Model Policy 702 (Accounting)
MSBA/MASA Model Policy 703 (Annual Audit)

Superintendent Evaluation

Budget Development and Maintenance

Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)
Engages in timely budget planning and actions that consider current and long-range information and data; seeks balance to meet students' current and future needs and be fiscally responsible to community; distributes resources to meet immediate and long-range objectives	Engages in proactive budget actions that consider current information and data; seeks balance to meet the students' needs and be fiscally responsible to community; distributes resources in light of school district goals and immediate objectives	Budget development, resource allocations, and management is focused on meeting immediate needs and fiscal issues. Decisions are primarily reactive to current needs of the school district	Budget knowledge is limited. Budget is developed and managed without taking into consideration current needs of the school district. Resources are allocated without consideration of school district needs

Facilities Management/Construction

Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)
Ensures facilities management plan is in place and effectively communicates the progress of the current construction projects to the board and community.	Ensures facilities management plan is in place and includes the current status of the buildings.	Discusses facilities needs internally, but no plan is created, addresses issues on an as-needed basis.	Facilities management plan is not created; maintenance is performed when absolutely needed..

Superintendent Goals 2022-23

Goal #1: Budget Development and Maintenance

1. Develop budget plan (preliminary)
2. Develop budget plan (final)
3. Consider current and long- range information and data;
4. Seeks balance to meet students' current and future needs and be fiscally responsible to community
5. Distributes resources to meet immediate and long-range objectives

Goal #2: Facilitate facilities plan and manages construction of new buildings

1. Ensures facilities management plan is in place and effectively communicates the progress of the current construction projects to the board and community.

Central School District

Superintendent Performance Evaluation for SY 2022-2023

SCHOOL BOARD'S FINAL END-OF-YEAR SUMMATIVE EVALUATION				
Place <i>one</i> check [] in each row for each goal and <i>one</i> check [] for overall rating.				
	4 Highly Effective	3 Effective	2 Developing	1 Ineffective
Goal 1.: Budget Development and Maintenance				
Goal #2: Implement facilities plan and construction.				
Overall Rating of the Superintendent				
A. For the goals and standards, which best illustrates the superintendent's greatest strength and why?				

B. For the goals and standards, which presented the superintendent with the greatest challenge and why?

Standard 1. Governance Team				
Element 1.a. Roles and Responsibilities				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Models adherence to school board and superintendent roles and responsibilities that have been established and articulated. Facilitates candid and respectful discussion of any issues that are unclear</i>	<i>Works with the school board to review and refine guidelines for effective school board and superintendent roles and responsibilities</i>	<i>Articulates and adheres to the roles and responsibilities of the school board and superintendent</i>	<i>Does not articulate or adhere to the roles and responsibilities of the school board and superintendent</i>	
Element 1.b. Goals and/or Strategic Plan				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Facilitates development of the school district's short- and long-term measurable goals and aligns available resources with school district's budget to accomplish goals</i>	<i>Facilitates development of the school district's short- and long-term goals and recommends necessary financial strategies to meet goals</i>	<i>Goals have been developed but no overall plan or alignment of resources exists</i>	<i>Goals are not developed.</i>	
Element 1.c. Policy Implementation				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Leads in determining school district needs and policy priorities; facilitates regular review and revision of school board policy and policy development process</i>	<i>Consults with school board when questions of policy interpretation arise; follows school board policy in decision-making</i>	<i>Occasionally acts without following school board policy</i>	<i>Does not follow or rely on school board policy. Uses personal discretion in decision-making</i>	
Element 1.d. Information for Decision-Making				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Collaborates with school board to review and improve value of information and guidance provided to the board for effective decision-making; ensures meeting materials are comprehensive, with adequate background information and possible action; offers thorough, timely, and prudent recommendations</i>	<i>Assists school board in understanding multiple perspectives surrounding issues as well as possible implications of decisions; provides meeting materials and background and historical perspectives; includes recommendations</i>	<i>Shares information with a few school board members for decision-making in a timely manner; provides incomplete meeting materials that do not include adequate background information or historical perspective</i>	<i>Does not provide timely information needed for effective school board decision-making; meeting materials are not readily available; members do not receive enough information regarding agenda or background information</i>	
Element 1.e. School Board Inquiries and Development				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Answers school board questions thoroughly to ensure understanding; actively and continuously encourages school board development by seeking and communicating school board development opportunities; creates, follows and annual reviews communication protocols</i>	<i>School board questions are addressed with follow-up to members most of the time. Provides members with information regarding school board development opportunities when they arise. Communication protocols exist and are followed most of the time</i>	<i>School board questions are answered, but not all members are apprised of relevant questions and answers. When asked, provides members with information about school board development. Communication protocols exist, but are rarely followed</i>	<i>School board questions are rarely answered. Does not promote school board development. No communication protocols exist</i>	

Standard 2. School District Finances				
Element 2.a. Budget Development and Maintenance				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Engages in timely budget planning and actions that consider current and long-range information and data; seeks balance to meet students' current and future needs and be fiscally responsible to community; distributes resources to meet immediate and long-range objectives</i>	<i>Engages in proactive budget actions that consider current information and data; seeks balance to meet the students' needs and be fiscally responsible to community; distributes resources in light of school district goals and immediate objectives</i>	<i>Budget development, resource allocations, and management is focused on meeting immediate needs and fiscal issues. Decisions are primarily reactive to current needs of the school district</i>	<i>Budget knowledge is limited. Budget is developed and managed without taking into consideration current needs of the school district. Resources are allocated without consideration of school district needs</i>	
Element 2.b. Financial Statements				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Provides constant flow of budgetary and/or financial information and discussion of ramifications of changes</i>	<i>Regularly reports to the school board concerning budget and financial status</i>	<i>Reports status of financial accounts as requested by school board</i>	<i>Does not report financial information to school board other than annual audit</i>	
Element 2.c. Financial Controls				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Promotes appropriate financial controls, including third-party audits and reconciliation of accounts; implements preventive measures to protect school district finances</i>	<i>Is current with general and state accounting procedures; maintains internal controls</i>	<i>Uses annual audit to reveal discrepancies; internal controls are inconsistent</i>	<i>Annual audit reveals areas in need of improvement; financial accounts are not in order</i>	
Element 2.d. Bond and Levy Campaigns				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Helps school board assure that levy and bond campaigns meet immediate fiscal needs and advance long-term school district goals and/or priorities</i>	<i>Helps school board develop community engagement strategies that build support for levies and bonds</i>	<i>Helps school board assure that levy and bond campaigns are conducted in legally correct and fiscally responsible manner</i>	<i>Does not provide school board with timely and helpful guidance on conducting levy and bond campaigns</i>	
Element 2.e. Asset Protection				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Protects school district's fiscal health by continually seeking efficiencies and identifying new sources of funding, such as grants and investment opportunities; follows school district policies and procedures to ensure funds and property are secure; bases recommendations and decisions on school district approved priorities and needs</i>	<i>Provides some oversight of school district resource allocations and decisions, including fiscal investments, grant funding opportunities, fixed assets, and external resources; usually follows policies; ensures alignment between school district assets and priorities to support improved instructions and other key goals</i>	<i>Provides limited oversight of school district resources, including fiscal investments, grant funding opportunities, and fixed assets; does not consistently follow policies; some alignment exists between school district assets and priorities</i>	<i>Does not provide oversight of school district resources, including fiscal investments, grant funding opportunities, and fixed assets; has not developed policies to guide asset-related decisions; makes fiscal decisions that do not align with school district priorities and/or are wasteful</i>	

Standard 3. Communication and Community Relationships				
Element 3.a. Relationships with the Community				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Builds and sustains productive relationships with public and private sectors, such as local law enforcement, MSBA, MASA, etc.</i>	<i>Creates relationships with public and private sectors</i>	<i>Reluctantly seeks some relationships with public or private sectors</i>	<i>Has no relationships with public and private sectors and shows no interest in pursuing partnerships</i>	
Element 3.b. Engagement				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Seeks out and provides opportunities for input from external groups and individuals; uses the input in decision-making process</i>	<i>Solicits input from select external groups and individuals</i>	<i>Very rarely seeks input from external groups and individuals</i>	<i>Demonstrates lack of regard for input and influence of external groups and individuals</i>	
Element 3.c. Informs the Community as a Whole				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Actively keeps community informed with appropriate, regular communication on variety of school district topics, issues, and/or concerns, allowing school board to meet its responsibilities</i>	<i>Keeps community members informed of school district issues and/or concerns as needed so school board may meet its responsibilities</i>	<i>Keeps only some community members informed of school district issues and/or concerns, limiting school board's ability to meet its responsibilities</i>	<i>Does not provide information community needs to understand school district issues and/or concerns, hindering school board's ability to meet its responsibilities</i>	
Element 3.d. Advocacy				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Works with school board and staff to build relationships with government officials to promote students' interests and influence appropriate responses to government actions</i>	<i>Assumes leadership role through numerous contacts with government officials to protect and promote students' interests</i>	<i>Engages with government officials to protect students' interests</i>	<i>Does not engage with city, township, county, state, and federal officials (government officials) to protect students' interests</i>	
Element 3.e. Media				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Actively engages media; maintains professionalism with media; seeks to promote school district in media and community</i>	<i>Is cooperative with media; seeks to promote school district in media</i>	<i>Passively and reluctantly communicates with media</i>	<i>Does not communicate with community</i>	
Element 3.f. Visibility and Approachability				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Is visible and approachable by members of the community; attends many and varied events</i>	<i>Is visible and approachable by community; attends some events.</i>	<i>Attends few events and is seldom approachable by community</i>	<i>Is neither visible nor approachable by community</i>	

Standard 4. School District Operations				
Element 4.a. Facilities				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures facilities management plan is in place and includes current status of buildings and need to improve facilities in the future, with projected plan to secure funding</i>	<i>Ensures facilities management plan is in place and includes current status of buildings and need to improve facilities in the future</i>	<i>Discusses facilities needs internally, but no plan is created; addresses issues on an as-needed basis</i>	<i>Facilities management plan is not created; maintenance is performed only when absolutely needed</i>	
Element 4.b. Transportation*				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures transportation department operates efficiently and effectively; has long-range plan for replacing school district vehicles as needed</i>	<i>Ensures transportation department operates efficiently and effectively most of the time; has long-range plan for replacing school district vehicles as needed</i>	<i>Transportation department operates on day-to-day basis without long-range plan for replacing school district vehicles as needed</i>	<i>Transportation department operates haphazardly without long-range plan for replacing school district vehicles as needed</i>	
Element 4.c. Food Service**				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures food service operates efficiently and effectively and offers nutritious and appealing meals that meet or exceed government standards</i>	<i>Ensures food service operates efficiently and effectively most of the time and that meals meet government standards</i>	<i>Food service operates with a deficit; meals meet government standards</i>	<i>Food service operates with a deficit; meals do not meet government standards and are neither nutritious nor appealing</i>	
Element 4.d. Technology				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Is open to future needs and trends in technology; ensures technology plan is in place and includes long-range plan to replace and upgrade hardware, software, and infrastructure</i>	<i>Ensures technology plan in place with long-range plan to replace and upgrade hardware, software, and infrastructure</i>	<i>Technology plan in place, but no replacement plan for hardware, software, and infrastructure</i>	<i>No technology plan in place; no replacement plan for hardware, software, and infrastructure</i>	
Element 4.e. Maintenance***				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures maintenance department operates efficiently and effectively and has a system for reporting and/or handling work orders in timely manner; schedule for maintenance is in place and is followed</i>	<i>Ensures maintenance department operates efficiently and effectively most of the time; most work orders are completed in timely manner</i>	<i>Maintenance department operates on day-to-day basis, with no system for reporting and/or handling work orders</i>	<i>Maintenance department operates haphazardly with no system for reporting and/or handling work orders</i>	
Element 4.f. Personnel				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures sites are staffed appropriately; staff receive on-going professional development</i>	<i>Most sites are staffed appropriately; staff receive on-going professional development</i>	<i>Multiple sites lack appropriate number of staff; professional development is offered, but not consistently used</i>	<i>Staff level is inadequate across school district with no professional development offered, or, if offered, not utilized</i>	

** Note 4.b.: Safety is a concern regardless of whether the school district operates its own transportation services or contracts with an outside vendor.*

***Note 4.c.: Providing nutritious meals is important regardless of whether the school district operates its own food service or contracts with an outside vendor.*

****Note 4.e.: School district facilities and grounds management is important regardless of whether the school district operates its own maintenance programming or contracts with an outside vendor.*

Standard 5. Human Resources				
Element 5.a. Internal Communications				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Establishes system for keeping staff continually informed of important matters and allowing opportunities for regular input</i>	<i>Keeps staff informed of most important matters and seeks input annually</i>	<i>Inconsistently keeps staff informed of important matters</i>	<i>Lacks specific system to inform staff of important matters or fails to seek input</i>	
Element 5.b. Personnel Concerns				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Follows established comprehensive, proactive system with personnel matters; routinely discusses personnel policies</i>	<i>Uses policies and procedures to address personnel matters with consistency, fairness, discretion and impartiality</i>	<i>Establishes policies and procedures, but does not implement them consistently</i>	<i>Policies and procedures for handling personnel concerns in consistent manner are not in place; some situations may be handled with bias or inconsistency</i>	
Element 5.c. Delegation of Duties *				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Delegates responsibility to staff that will foster professional growth, leadership, and decision-making skills</i>	<i>Delegates responsibility to appropriate staff</i>	<i>Is reluctant to place much authority or decision-making with key staff</i>	<i>Tightly controls decisions made within administrative team</i>	
Element 5.d. Visibility and Approachability				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Is visible at variety of school events and approachable by staff; prioritizes regular visits to buildings and classrooms; consistently follows open door policies</i>	<i>Is visible and approachable by staff; visits buildings and/or classrooms</i>	<i>Seldom visits buildings; attends few building events and activities; is not approachable</i>	<i>Is neither visible nor approachable by staff; is isolated from staff</i>	
Element 5.e. Hiring and Staff Development				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Follows established plan for recruiting, hiring, supporting, inducting, developing, and retaining staff while keeping students' interests in mind</i>	<i>Follows established plan for recruiting, hiring, supporting, inducting, developing, and retaining staff</i>	<i>Plan exists for recruiting, hiring, supporting, inducting, developing, and retaining staff, but is not used consistently</i>	<i>No plan exists for recruiting, hiring, supporting, inducting, developing, and retaining staff</i>	
Element 5.f. Collective Bargaining**				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Assists school board in preparing for and conducting negotiations</i>	<i>Is proactive in preparing for collective bargaining by sharing appropriate information</i>	<i>Accepts that collective bargaining is necessary and may be challenging</i>	<i>Does not seek to understand and/or improve collective bargaining</i>	
Element 5.g. Evaluation				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Puts in place appropriate performance evaluation systems; assures school district staff are evaluated at least annually; completes required evaluations; ensures necessary development plans are in place and that evaluations are consistent across school district</i>	<i>Assures most staff are evaluated annually and that evaluations are completed in a timely manner; some needed individualized staff improvement plans not developed</i>	<i>Assures evaluations are completed, but are consistent or not in compliance with state law</i>	<i>No performance evaluation system in place; evaluations not completed as required by state law</i>	

*Note 5.c.: School district finances and structures impact staffing levels and administrative oversight and responsibilities.

**Note 5.f.: School district-related negotiations processes vary based on negotiations philosophy, approach, and models used.

Standard 6. Teaching and Learning				
Element 6.a. Staff Development				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures comprehensive staff development plan exists and aligns with school district and school specific goals and complies with law; assures staff development programs fit school district-specific plan, goals, and priorities and focus on increasing student achievement</i>	<i>Ensures staff development plan exists and is followed most of the time; assures staff development programs are based upon available opportunities targeted toward staff growth and increasing student achievement</i>	<i>A staff development plan in place, but not consistently followed; staff development programs are based upon available opportunities</i>	<i>No comprehensive school district staff development plan; staff development not consistently provided; staff are left responsible for their improvement</i>	
Element 6.b. School Improvement				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures school improvement plans are in place at all buildings and align with school district-wide goals; assures plans and strategies are in place and used for implementing improvement efforts and monitoring progress</i>	<i>Ensures school improvement plans are in place at all buildings and align with school district-wide goals</i>	<i>School improvement plans are in place at building level, but lack school district-wide coordination</i>	<i>School improvement efforts are limited; no comprehensive plan in place</i>	
Element 6.c. Curriculum and Instruction				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures curriculum is in place, aligned across grade levels, and complies with state standards; assures instructional practices are differentiated and personalized to student needs and that technology enhances teaching and learning</i>	<i>Ensures curriculum meets the state standards; strives to accommodate diverse learning styles, needs, and levels of readiness; makes some effort to incorporate technology into learning</i>	<i>Allows teachers to define their own curriculum; little coordination exists; encourages teachers to enhance instructional skills and embrace technology, but no comprehensive program is in place</i>	<i>Curriculum is not a priority and/or is inconsistent across grade levels; little to no focus on instruction exists; Technology not utilized in classroom instruction</i>	
Element 6.d. Professional Knowledge of Teaching and Learning				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Demonstrates knowledge and comfort with current instructional programs; seeks to communicate how the school district is implementing best practices; participates actively in professional groups for the school district's benefit</i>	<i>Demonstrates knowledge of current instructional programs and is able to discuss them; seeks to learn and improve upon personal and professional abilities</i>	<i>Is somewhat knowledgeable of current instructional programs; relies on others for information/data</i>	<i>Is uninvolved in current instructional programs; is unaware of current instructional issues</i>	
Element 6.e. Culture of Cooperation				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Develops and supports open, productive, caring, and trusting relationships among staff</i>	<i>Encourages open, productive, caring, and trusting environment among staff</i>	<i>Haphazardly supports open, productive, caring, and trusting environment among staff</i>	<i>Culture of trust does not exist</i>	

Standard 7. Student Support				
Element 7.a. Student Engagement and Feedback				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Empowers staff to cultivate and reinforce student engagement in school; student conduct is positive; actively seeks student input and creates methods for students to be actively involved in setting school district-wide goals</i>	<i>Asks staff to foster and reinforce student engagement in school; most student conduct is positive; readily accepts student input and engages students in school district-wide goal setting</i>	<i>Ensures staff encourage and reinforce student engagement in school; some students engage in positive conduct; accepts student input, but does not seek it</i>	<i>Staff do not foster or reinforce student engagement; positive student conduct does not exist; does not accept student input or feedback</i>	
Element 7.b. Student Attendance				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Prioritizes student attendance; addresses individual student attendance problems early and supports are in place; assures attendance rates are maintained at a high level</i>	<i>Focuses on attendance; plans and interventions to address chronic attendance problems exist, but are not consistently implemented; attendance rates are improving</i>	<i>Attendance is not an area of focus; no plan exists to address attendance; attendance rates fluctuate</i>	<i>Attendance is not addressed as a policy issue; no plan to address attendance exists; attendance rates are decreasing</i>	
Element 7.c. Support for Students				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Provides systems of academics, supports, services, extracurricular activities, and accommodations to meet range of students' learning needs; ensures coordination and alignment of supports; maintains safe, caring, healthy, respectful, and inclusive learning environment for students</i>	<i>Provides systems of academics, supports, services, extracurricular activities, and accommodations to meet most students' range of learning needs; coordination and alignment could be improved; trusting, safe, inclusive, and respectful school environment exists</i>	<i>Academics, supports, services, extracurricular activities, and accommodations to meet some students' range of learning needs; trusting, safe, inclusive, and respectful school environment exists and is sustained for most students</i>	<i>Academics, supports, services, extracurricular activities, and accommodations are not available for students; trusting, safe, inclusive, and respectful school environment does not exist for many students</i>	
Element 7.d. Student Discipline				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Clearly defines expectations for student behavior and conduct; policies identify student behaviors subject to discipline; enforces violations of student discipline policy in even-handed manner; communicates expectations for student behavior to parents and students on regular basis</i>	<i>Defines expectations for student behavior and conduct; policies identify most behaviors subject to discipline; enforces violations of student discipline policy; communicates expectations for student behavior to parents and students, but not regularly</i>	<i>Defines expectations for some student behavior and conduct; policies specify some behaviors subject to discipline; does not enforce violations of student discipline policy for most students; provides some communication to parents and students</i>	<i>Does not clearly define expectations for student behavior; policies do not specify behaviors subject to discipline; does not consistently enforce violations of student discipline policy; communication not provided to parents and students</i>	
Element 7.e. Culture of Cooperation				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Develops and supports open, productive, caring, and trusting school culture among students</i>	<i>Encourages open, productive, caring, and trusting school culture among students</i>	<i>Haphazardly supports creation of open, productive, caring, and trusting school culture among all students</i>	<i>Trusting school climate does not exist</i>	

Element 7.f. School Safety and Security				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures system-wide plan is developed and implemented to assure all school district buildings and grounds are safe and secure; collaborates with local law enforcement and fire prevention agencies; ensures use of effective crisis management strategies and techniques; monitors for effectiveness; ensures drills are conducted to ensure parties know roles and responsibilities</i>	<i>Ensures plan has been developed and implemented to assure school district buildings and grounds are safe and secure; collaborates with local law enforcement and practicing safety drills to ensure parties know responsibilities</i>	<i>Ensures plan has been developed to assure school district buildings and grounds are safe and secure, including some of the required safety drills</i>	<i>No plan has been developed to assure school district buildings and grounds are safe and secure</i>	
Element 7.g. Emotional Health and Social Needs				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures system-wide plan has been developed and implemented to assure a healthy school and/or work environment; collaborates with local mental health and social services and agencies, if available, to provide services for students and/or staff; implements policies prohibiting bullying and harassment as intended and evaluates on ongoing basis</i>	<i>Ensures system-wide plan has been developed to assure a healthy school and/or work environment; collaborates with local services and agencies to provide social and emotional support options and services for students and/or staff; ensures policies prohibiting bullying and/or harassment have been developed and implemented</i>	<i>Plan has been developed to assure a healthy school learning and work environment; collaborates with local services to provide social and emotional support options and services for students and/or staff, but is not followed completely; policies prohibiting bullying and/or harassment policies have been developed</i>	<i>No plan developed to assure a healthy learning and/or work environment; no plan for social and emotional support options and services for students and/or staff exists; policies prohibiting bullying and/or harassment do not exist</i>	

Standard 8. Ethical and Inclusive Leadership				
Element 8.a. Ethics and Professional Behavior				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Demonstrates commitment to highest standards of ethical and professional behavior, including courage and integrity; creates climate in which employees are highly conscious of ethical and professional expectations and holds each other accountable; provides exemplary model that influences stakeholders to act with high degree of professionalism, respect, and trustworthiness</i>	<i>Consistently models highest standards of ethical and professional behavior, including courage and integrity; guides staff to articulate and reinforce high ethical and professional expectations for school district staff; solicits, engages, and interacts with stakeholders in professional, respectful, and trustworthy manner</i>	<i>Follows acceptable standards of ethical and professional behavior; articulates expectations for ethical and professional behavior by staff and with stakeholders in professional, respectful, and trustworthy manner</i>	<i>Does not comply with standards of ethical and professional behavior; does not articulate expectations or monitor compliance for ethical and professional behavior in the school district; does not interact with others in professional, respectful, and trustworthy manner</i>	
Element 8.b. Interactions with Staff, Students, and Community				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Assures that school district procedures and practices are systematically reviewed and revised to reflect fairness and respect for human dignity for members of school community; builds relationships with union and non-affiliated employee groups through trust and sharing appropriate information</i>	<i>Guides staff to examine school district procedures and practices for adherence to principles of fairness and human dignity; manages dynamics of union relationships</i>	<i>Frequently examines school district procedures and practices for adherence to principles of fairness and human dignity; works to make the best of union relationships</i>	<i>Does not examine school district procedures and practices for adherence to principles of fairness and human dignity; is unable to work with union leadership; does not work to improve relationships</i>	
Element 8.c. Professional Practice				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Demonstrates high level of self-awareness of and commitment to improve upon professional practice</i>	<i>Demonstrates self-awareness and need for improved professional practice</i>	<i>Has awareness of need to improve on professional practice</i>	<i>Does not demonstrate awareness of need to improve professional practice.</i>	
Element 8.d. Diverse Communities				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Fosters formal and informal partnerships with diverse groups to support mutual goals.</i>	<i>Develops strategies to help staff and the school board become familiar with views and characteristics of diverse groups in the community</i>	<i>Becomes familiar with views and characteristics of diverse groups within the community</i>	<i>Does not recognize or respond to the existence of diverse groups in the community</i>	
Element 8.e. Cultural Competency				
Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Engages stakeholders to develop a school district-wide welcoming culture that honors the values, beliefs, norms, and traditions of diverse groups and integrates diverse representation into school and school district decision making</i>	<i>Develops strategies to help staff capitalize on assets that students from diverse cultural, ethnic, racial, and economic backgrounds bring to the classroom</i>	<i>Assures that staff has necessary cultural competence to respond to students' needs</i>	<i>Does not use strategies that recognize and capitalize on community's diversity</i>	

Element 8.f. Equity Plan Implementation

Highly Effective (4)	Effective (3)	Developing (2)	Ineffective (1)	NA
<i>Ensures a coordinated, system-wide plan to achieve equity for all students and staff has been developed and implemented, including strategies for meaningful engagement of students and staff from diverse communities and backgrounds, strategies for recruiting diverse staff, closing the achievement gap, and providing staff development; monitors plan is on ongoing manner</i>	<i>Ensures a system-wide plan to achieve equity has been developed and implemented, including strategies for meaningful engagement of students and staff from diverse communities and backgrounds, targeted efforts to close achievement gap, and providing professional development</i>	<i>A plan to achieve equity has been developed, including strategies for meaningful engagement of students and staff from diverse communities and backgrounds</i>	<i>No plan to achieve equity has been developed</i>	

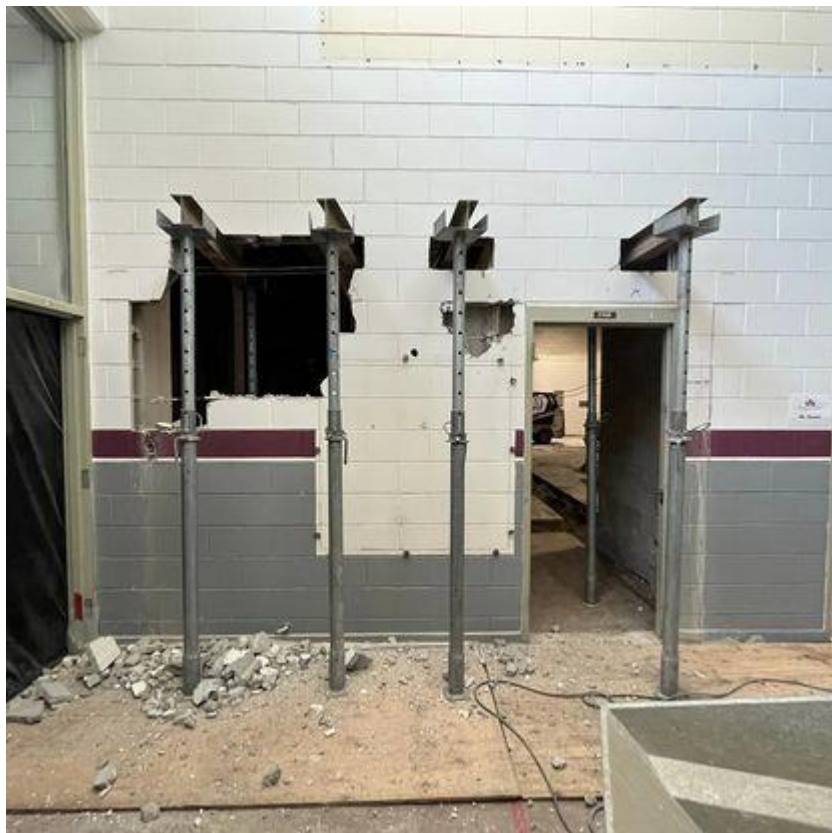


Building Update

May 2023



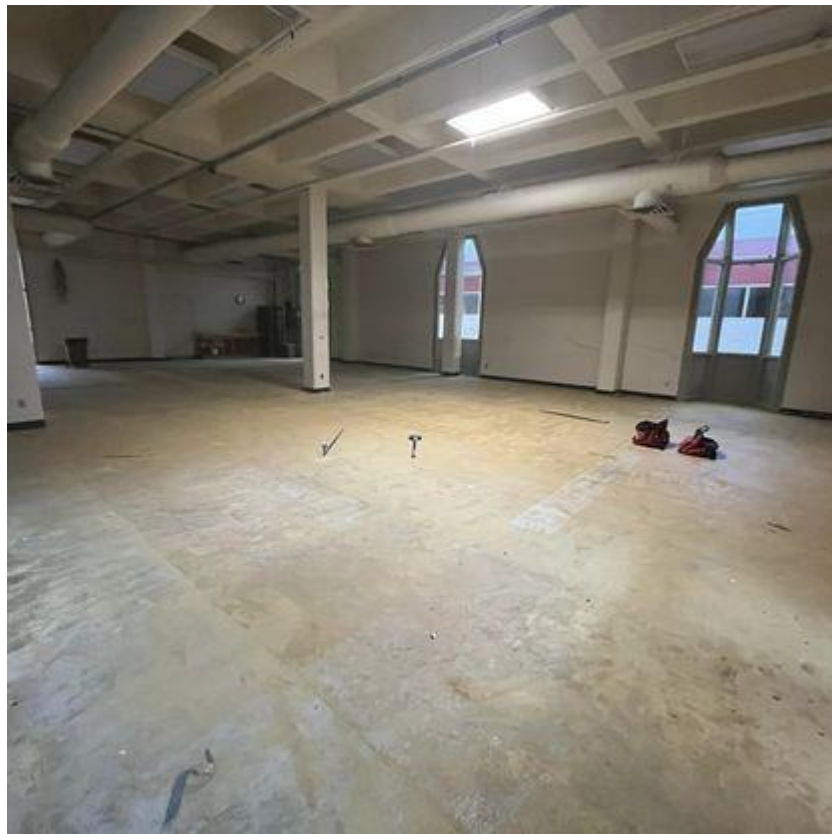
Stage in the Elementary



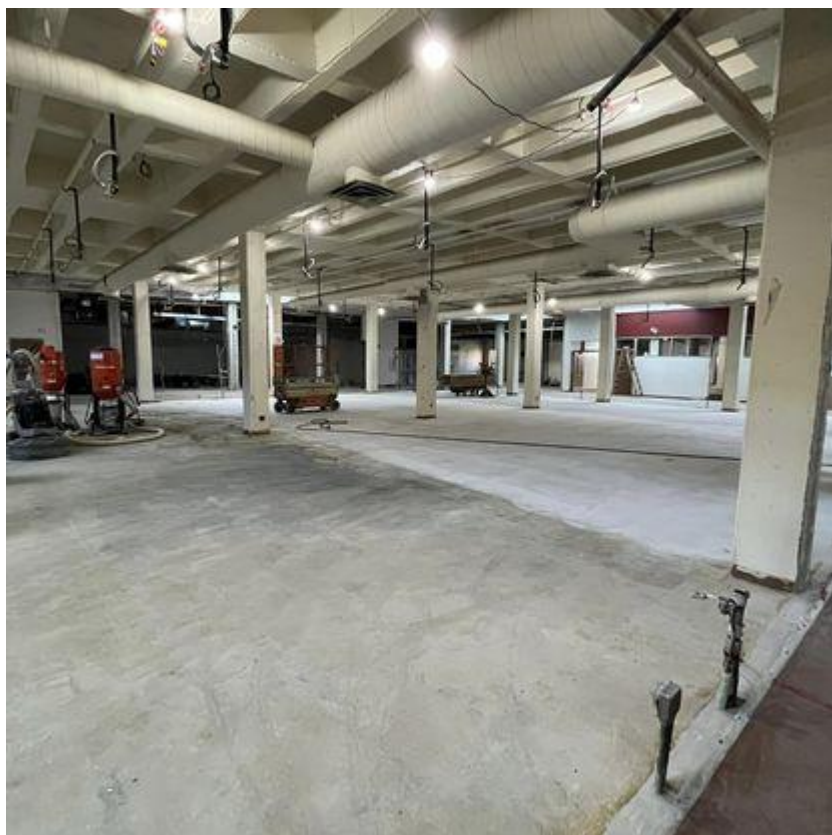
Roof supports



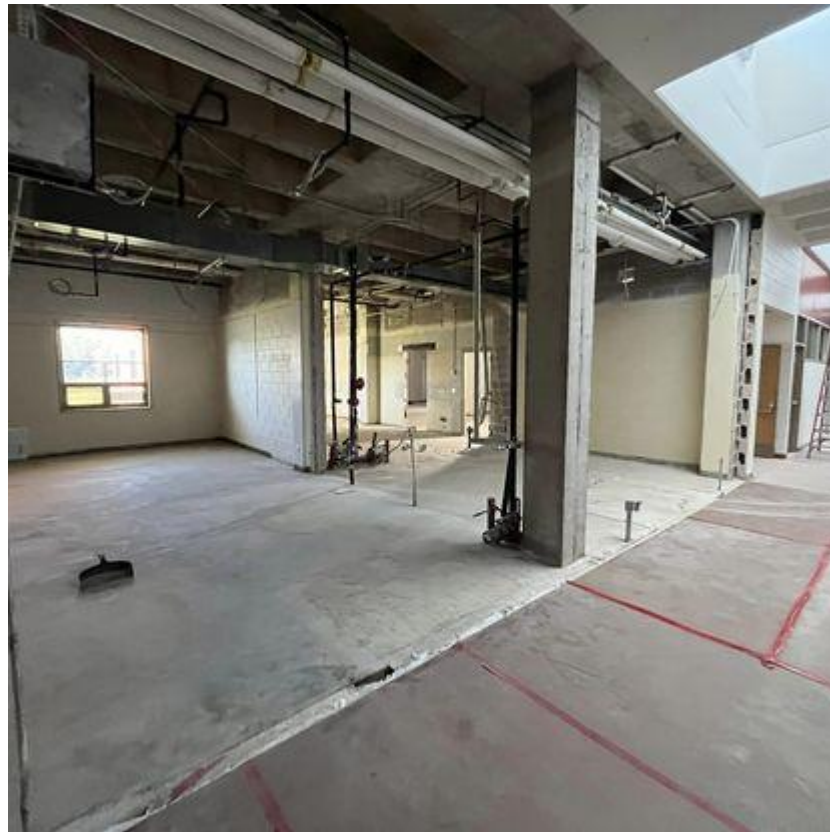
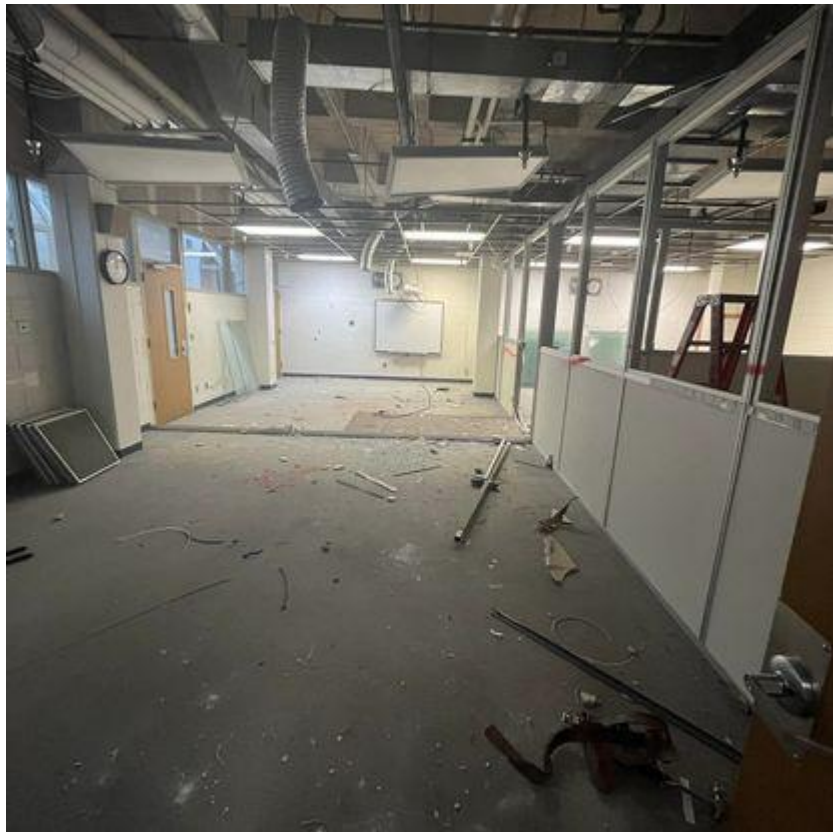
Bathroom off cafe



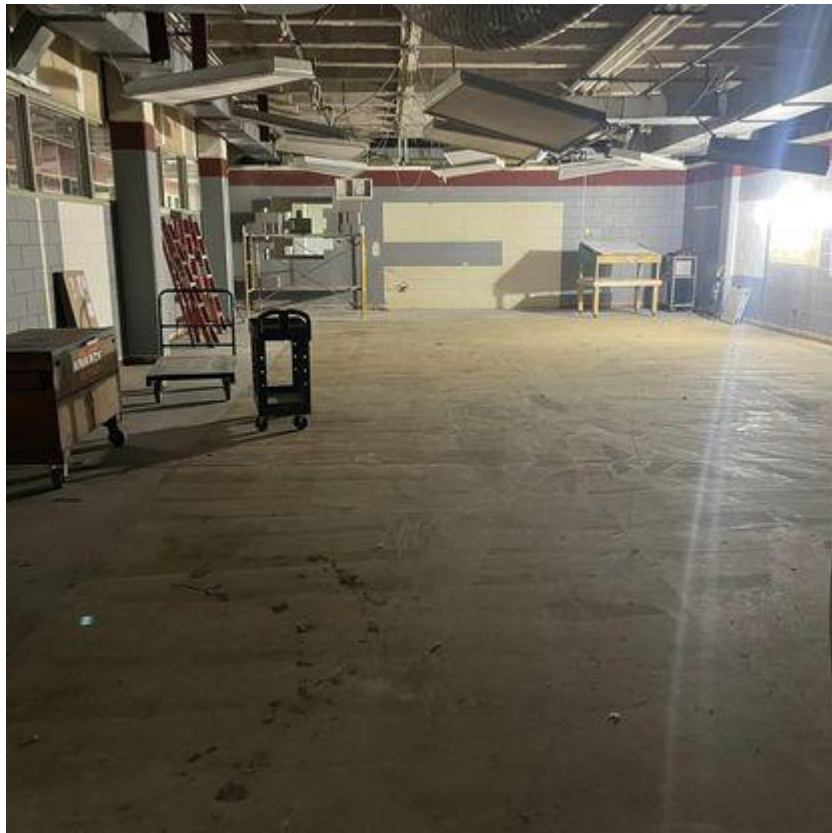
Media Center



Media Center



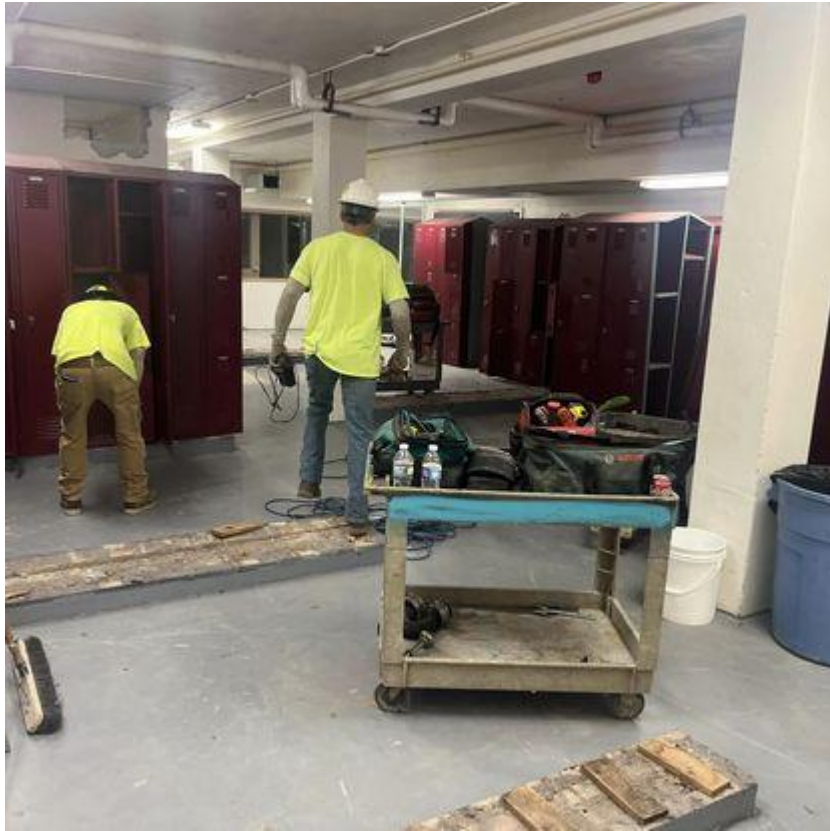
Student Services



4th and 5th Classroom



High School and Middle School

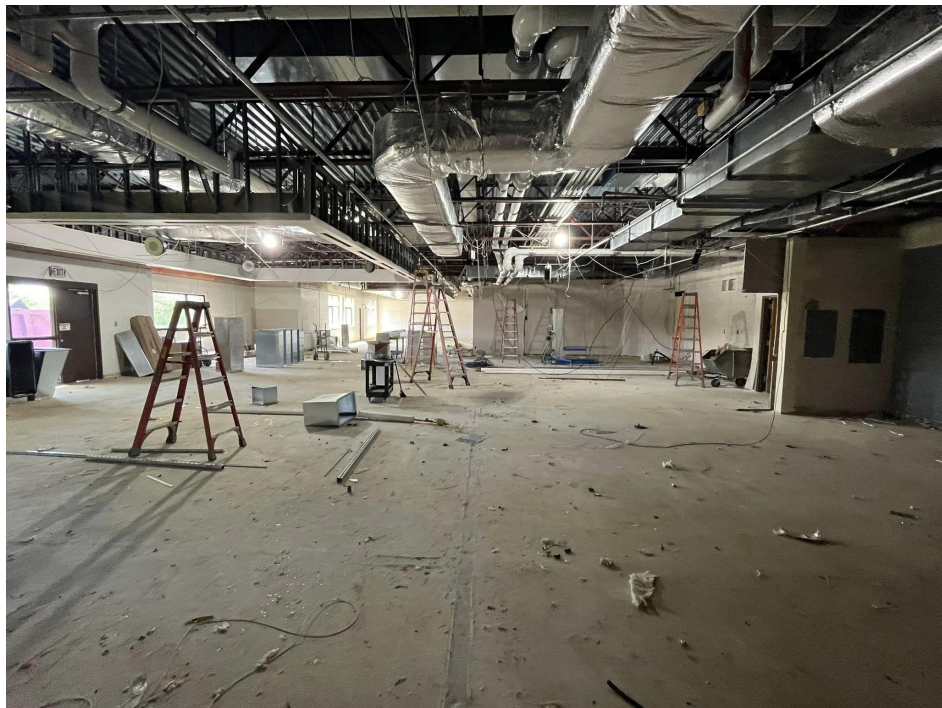
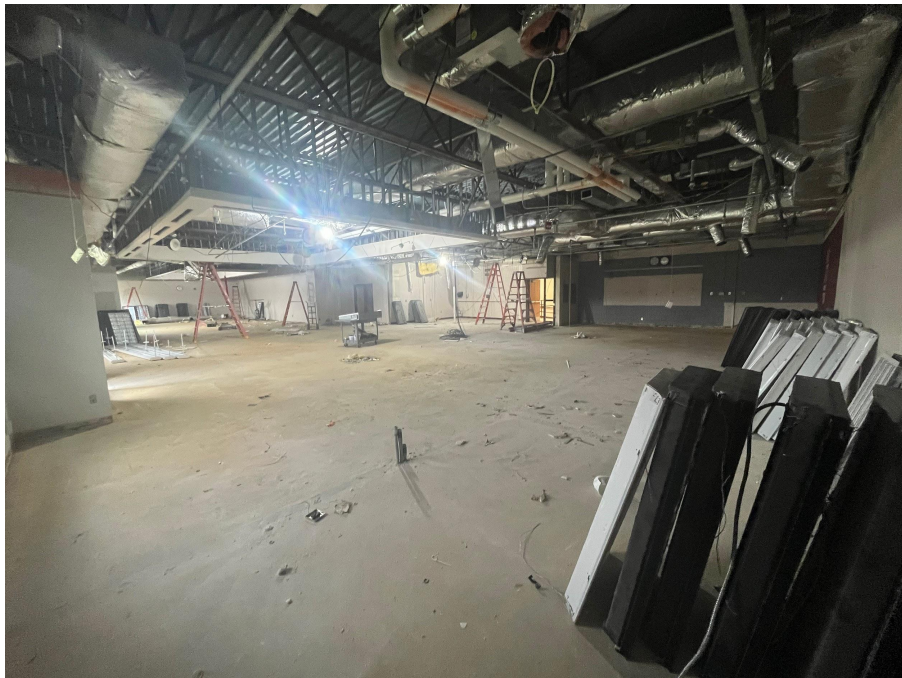


Old Girls Locker Room

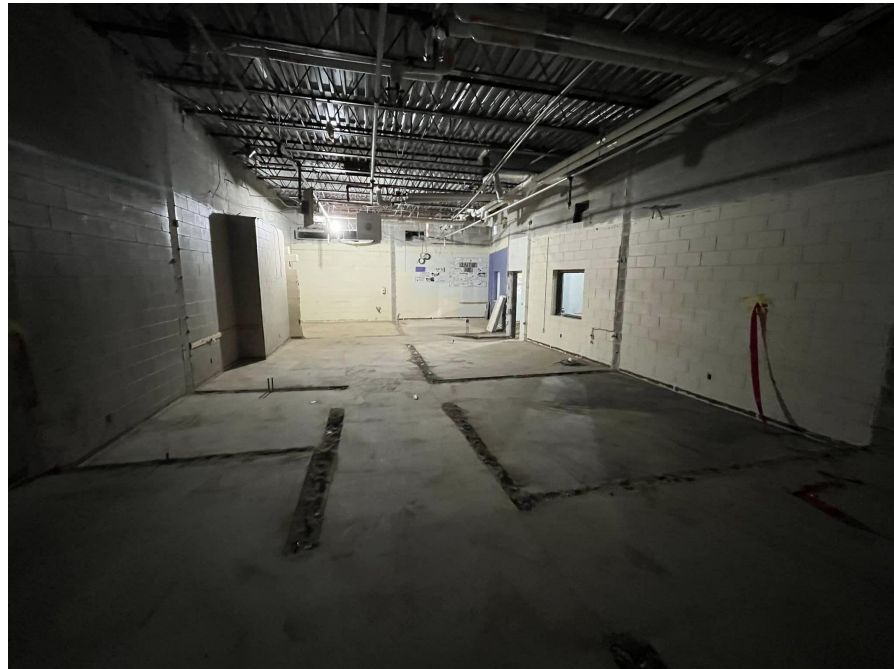


Old boy's locker room





Media Center



Band practice area



Band Room



District office



New opening to school



School Nutrition Programs Renewal of Food Service Management Contract School Year 2023-24

Food service management contracts that started in 2019-20 or later may be renewed for the 2023-24 contract year if both parties have mutually agreed to renew.

Federal regulations for the National School Lunch Program (NSLP), at 7 Code of Federal Regulations section 210.16 and Minnesota Statutes section 123B.52, allow a food service management contract to be renewed for a term not to exceed one year for up to four renewals (a total of five years including the original contract).

This renewal document must be used to meet NSLP requirements and for contract payments to be allowable costs to the nonprofit school food service. No changes may be made to this renewal document without preapproval by the Minnesota Department of Education (MDE), except for the information required to be inserted by the school food authority.

1. Definitions

"SFA" is the school food authority (school district, nonpublic school or residential child care organization) contracting for food service management.

SFA: Central School District ISD #108

Cyber-Linked Interactive Child Nutrition Systems (CLICS) Identification Number: _____

"Company" is the company providing food service management to School.

Company: Taher, Inc.

"Original contract" is the first year of the food service management contract, which was competitively procured and specified the terms for contract renewals.

The original contract was for school year 2022-2023.

2. Renewal of Contract

SFA and Company mutually agree to renew the original contract for the term indicated below, not to exceed one year.

This is the 2nd year of the contract, counting the original year of the contract and renewals.

Start Date for Renewed Contract: 7/1/23 End Date for Renewed Contract: 6/30/24

3. Adjusted Meal Prices

SFA and Company have mutually agreed to 2023-24 prices or fees as shown below. The maximum amount that 2023-24 prices or fees may be increased is 8.8 percent (Consumer Price Index (CPI-U), Food Away from Home, Midwest Region, for the twelve months ending December 2022).

Check one:

☐ Fixed Meal Price Contract – Prices are adjusted as shown below.

☒ Cost-Reimbursable Contract – Fees are adjusted as shown below.

The fixed price(s) or fixed administrative fee(s), and the calculation of the revised price(s) or fee(s), are shown below:

Meal Service	2022-23 Price or Fee	Percent Increase (maximum 8.8%)	2023-24 Price or Fee
Breakfast	\$.2750	8.8 %	\$.2990
Lunch	\$.2750	8.8 %	\$.2990
After School Snack	\$.2750	8.8 %	\$.2990
	\$	%	\$

4. Meal Equivalency Factor

The meal equivalency factor for school year 2023-2024, used to determine the number of lunches that the a la carte food service revenue is equivalent to for billing purposes, is \$4.95.

5. Value of USDA Foods

Contract prices do not take into account the value of USDA Foods that Company will receive during the contract year. Company will continue to credit SFA for USDA Foods received for the renewed contract year.

At the time that this contract renewal is sent to MDE, the SFA must include a completed Reconciliation of Credits for USDA Foods form to show that USDA Foods have been fully credited during the 2022-23 contract year.

6. Non-Financial Adjustments

☒ No material changes have been made since the original contract.

☐ Minor non-financial adjustments for renewal, if any, are described here:

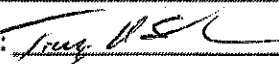
7. Revised Program Requirements

Company agrees to meet all SNP requirements including requirements that become effective during the renewed contract year.

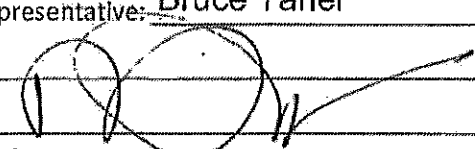
8. Termination

Either party may terminate the contract for cause as allowed in the original contract. The contract may be terminated for (no cause) if the partners mutually agree to terminate for convenience.

SIGNATURES

School Food Authority: Central School District #108
Address: 531 Morse Street, Norwood, MN 55368
Authorized Representative: Tim Schochenmaier
Title: Superintendent
Signature: 
Date: 5-12-23

School Food Authority Contact: Andrea Franck
Title: District Administrative Assistant
Phone: 952-467-7000
Email: afranck@central.k12.mn.us

Company: Taher, Inc.
Address: 5570 Smetana Drive, Minnetonka, MN 55343
Authorized Representative: Bruce Taher
Title: CEO
Signature: 
Date: 4-17-23

Company Contact: Jeri Crater
Title: MN Regional Vice President
Phone: 952-945-0505
Email: j.crater@taher.com

Independent Price Determination Certificate

Both the SFA and the FSMC shall execute this Independent Price Determination Certificate.

Taher, Inc.

Central School District #108

Name of FSMC

Name of SFA

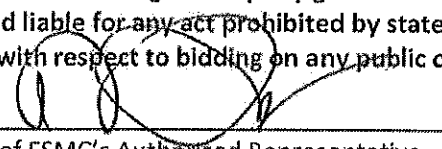
By submission of this offer, the FSMC certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other FSMC or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed to the FSMC and will not knowingly be disclosed by the FSMC prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other FSMC for the purpose of restricting competition.
3. No attempt has been made or will be made by the FSMC to induce any person or firm to submit or not submit an offer for the purpose of restricting competition.

Each person signing this offer on behalf of the FSMC certifies that:

1. He or she is the person in FSMC's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to 1 through 3 above; or
2. He or she is not the person in FSMC's organization responsible within the organization for the decision as to the prices being offered herein, but that he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to 1 through 3 above, and as their agent does hereby certify; and he or she has not participated, and will not participate, in any action contrary to 1 through 3 above.

To the best of my knowledge, this FSMC, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any government agency and have not in the last three years been convicted of or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:



Signature of FSMC's Authorized Representative

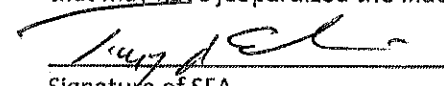
CEO

Title

4-17-23

Date

In accepting this offer, the SFA certifies that no representative of the school food authority has taken any action that may have jeopardized the independence of the offer referred above.



Signature of SFA

Authorized Representative

Superintendent

Title

5-12-23

Date

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a federal contract, the making of any federal grant, the making of a federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment or modification of a federal contract, grant, loan or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Company Name: Taher, Inc.

Project Name: National School Lunch Program

Name/Title of Authorized Representative: Bruce Taher, CEO & President

Signature: 

Date: April 17, 2023

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

LOWER-TIER COVERED TRANSACTIONS

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 417, Subpart C, Responsibilities of Participants Regarding Transactions Doing Business with Other Persons.

(Please read instructions on next page before completing Certification.)

1. The prospective lower-tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower-tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name: Taher, Inc.

Project Name: National School Lunch Program

Name/Title of Authorized Representative: Bruce Taher, CEO & President

Signature: 

Date: 4-17-23

INSTRUCTIONS FOR DEBARMENT CERTIFICATION FORM

1. By signing and submitting this form, the prospective lower-tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower-tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower-tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower-tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower-tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted to obtain a copy of those regulations.
5. The prospective lower-tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower-tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions," without modification, in all lower-tier covered transactions and in all solicitations for lower-tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower-tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, search the records on the System for Award Management (SAM). [View the SAM website.](#)
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower-tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.

**DIRECTOR OF COMMUNITY EDUCATION
CENTRAL PUBLIC SCHOOLS**

The School Board of Independent School District No. 108, Norwood Young America, MN enters into this agreement with Susan Forester who agrees to perform the duties of Community Education Director in the public schools of the District commencing July 1, 2023 through June 30, 2025.

I. Basic Service:

Director shall perform the services prescribed by the School Board whether or not such services are specifically described in this contract or in a general job description, abide by the rules, regulations and policies as established by the School Board for the annual salary indicated below.

II. Duration:

This contract shall remain in full force and effect, except if modified by mutual consent of the School Board and the Director or unless terminated by written resignation.

III. Duty Year and Leaves:

1. Basic Work Year:

The Director's normal duty year shall be for 260 days. The Director shall perform services on those legal holidays on which the school district is authorized to conduct school if the school board so determines.

2. Vacation:

The Director shall earn twenty (20) working days of annual paid vacation each contract year. Unused vacation must be taken within six months after the current contract year in which it is earned otherwise it is forfeited.

3. Holidays:

The Director shall be entitled to eleven (11) paid holidays each contract year as designated by the School Board, namely: July 4th, Labor Day, Thanksgiving Day, Friday following Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, President's Day, Good Friday, and Memorial Day.

The School Board, however, reserves the right to cancel any of the holidays and establish another holiday in lieu thereof with the understanding,

however, that the Director under this provision will be guaranteed eleven (11) paid holidays per year. Any legal holiday or holidays which fall within an employee's vacation period shall not be counted as a vacation day.

4. Sick Leave:

The Director shall earn sick leave at the rate of 15 days per year which may be accumulated to a maximum of ninety (90) days.

5. Bereavement Leave:

There will be an allowance of three (3) days annually for absence because of death of relatives.

Leaves granted under this section shall be deducted from annual sick leave.

6. Emergency Leave:

The Director may be granted emergency leave during the contract year at the discretion of the Superintendent or School Board.

Leaves granted under this section shall be deducted from the annual sick leave.

8. Medical Leave:

If the Director is unable to perform duties because of illness or disability and has exhausted all sick leave credit available or has become eligible for long term disability compensation shall, upon request, be granted a medical leave of absence up to one (1) year in duration without pay. The School Board may, in its discretion, extend such a leave upon written request. A request for medical leave of absence or extension thereof pursuant to this section shall be accompanied by a written doctor's statement outlining the conditions of health and estimated time at which the Director is expected to be able to assume her normal responsibilities. The Director, when on medical leave of absence, is eligible to continue to participate in group insurance programs as permitted under the insurance programs as permitted under the insurance policy provisions, but shall pay the entire premium for such programs as she wishes to retain insurance commencing with the beginning of the leave.

IV. Insurance:

1. Health and Hospitalization Insurance:

The School District shall provide a sum not to exceed \$2350 per month toward the premium for the purposes of buying health insurance through the district approved plans. If the Director does not use the entire amount, there will be no cash in lieu of benefits. Any cost exceeding these allocations will be borne by the employee through payroll deduction.

1A. The School District shall contribute the full sum of the annual deductible of the selected health plan into a HSA, VEBA, or other tax advantaged mechanism connected to the health plan.

2. Income Protection Insurance:

The School District shall provide a long term disability insurance plan for the Director. Benefits shall be payable upon ninety (90) calendar days after the day of disability at two-thirds ($66 \frac{2}{3}\%$) of the annual contractual salary. Benefit payments shall continue until the age of sixty-five (65) or until termination of the disability - whichever occurs first. The coverage shall include coverage for mental and emotional disturbance.

3. Claims Against the School District:

It is understood that the School District's only obligation is to purchase an insurance policy and pay such amounts as agreed to herein and no claims shall be made against the School District as a result of a denial of insurance benefits by insurance carriers.

4. Life Insurance:

The School District shall provide a group term life insurance plan providing \$60,000.00 of coverage for the Community Education Director, payable to the Community Education Director's named beneficiary, at the expense of the School District.

5. Duration of Insurance Contributions:

The Director is eligible for School Board contributions as provided in this Article as long as the Director is employed by the School Board. Upon termination of employment, all participation and contribution shall cease effective on the last working day.

6. Dental Insurance:

The District shall pay the full premium toward the individual or family plan for the Director in the distinct provided dental plan offering.

V. Other Benefits:

1. Tax Sheltered Annuities:

The Director will be eligible to participate in a tax sheltered annuity plan established pursuant to United States Public Law No. 87-370, M.S. 123.35, Subd. 12, and School District policy.

2. Car Expense:

The Director will be responsible to use their own vehicle for daily school business purposes. She shall be paid the amount of \$200 earned and paid monthly for the 2023-24 and 2024-2025 contract years.

3. Conferences and Meetings:

The School District shall pay valid expenses and fees to a maximum of \$1500 per year, for participation in professional conferences, seminars, or college coursework which have been pre-approved by the Superintendent. Appropriate claim forms and receipts must be filed for reimbursement. The School District shall provide an opportunity for the Director to attend the National Convention or Conference of choice every three (3) years and pay for registration, transportation, meals and lodging in full.

4. The School District will pay the full cost of the Community Education Director's State and National professional dues.

5. 403b Plan:

The district will match employee's contribution to a 403b plan up to an annual maximum of \$3,000 with a lifetime maximum of \$40,000.

6. The district will contribute \$120 per month for the director to purchase and use personal technology.

7. The Director will be eligible for up to 7% of base pay for achievement of mutually agreed upon goal/s with the superintendent. The Director must achieve a "meets" or "exceeds" for each goal to be eligible for payment. At the time the goals are agreed upon, a percentage will be determined for each goal not to exceed 7% total for all goals.

- VI. The Community Education Director shall be paid an annual salary of \$91000 for 2023-2024 school year and an increase not less than the principal or teacher groups for the 2024-2025 school year. The Director shall engage in no other employment, consultant services or other activity for which honorarium is paid without receiving prior approval of the Superintendent, but shall devote full time and due diligence to the affairs and the activities of the School District.

This contract shall be effective only upon the signature of the officers of the School Board in appropriate action recorded in its Minutes.

IN WITNESS THEREOF, I have
subscribed my signature this

_____ day of _____, 2023

Community Education Director

IN WITNESS THEREOF, we have
subscribed our signature this

_____ day of _____, 2023

Chairperson

Clerk



Member _____ introduced the following resolution and moved it adoption:

RESOLUTION APPROVING IOWA AUTHORIZATION:

Identified Official with Authority for the External User Access Recertification System
Designation of Identified Official with Authority for the MDE External
User Access Recertification System.

The Minnesota Department of Education (MDE) requires that school districts annually designate an Identified Official with Authority to comply with the MNIT Enterprise Identity and Access Management Standard which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The Identified Official with Authority will assign job duties and authorize external user's access to MDE secure systems for their local education agency (LEA). The Board recommends to authorize Timothy Schochenmaier to act as the Identified Official with Authority (IOWA) Andrea Franck to act as the IOWA add remove names only for Central Public-School District 0108-01.

The motion for the adoption of the foregoing resolution was duly seconded by and upon vote being taken thereon the following voted in favor thereof:

and the following voted again the same:

Whereupon said resolution was declared duly passed and adopted.

Connor Smith / Clerk

Date: May 22, 2023



**2023-2024 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Central Public Schools (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Central Public Schools

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

kyle Strickfaden

(Designated School Board Member – please print)

Joe Kley

(Designated School Representative – please print)

kstrickfaden@isd108.org

Email Address

jkley@isd108.org

Email Address

208.02 ACTIVITY REPRESENTATIVES

Joe Kley

(Boys Sports – please print)

Joe Kley

(Girls Sports – please print)

Laura Hansen

(Speech – please print)

Adam Halpaus

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

kyle Strickfaden

(Board Member—please print)

Michael Mackenthun

(Student—please print)

Shawn Erickson

(Parent—please print)

Rich Larson

(Faculty Member—please print)

Joe Kley

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: Connor Smith

(Clerk/Secretary - Local Governing Board)

DocuSigned by:

Signed:

Connor Smith

1F31351A8AE9415...

(Clerk/Secretary - Local Governing Board)

Date:

5/16/2023

Print Name: Timothy Schochenmaier

(Superintendent or Head of School)

DocuSigned by:

Signed:

Tim Schochenmaier

2512C27386B84E3...

(Superintendent or Head of School)

Date:

5/15/2023

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
SCHOOL DISTRICT #____
(City)

STATE OF MINNESOTA

Pursuant to due call and notice thereof, School Board meeting of School District No. 108, State of Minnesota, was held on _____, at _____ pm, for the purpose, in part, of approving the SW Metro Intermediate School District No. 288's Safe School Program and authorizing the inclusion of a proportionate share of Intermediate School District's Safe School Program in the district's application for Safe Schools Revenue.

Director _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING SW METRO INTERMEDIATE SCHOOL DISTRICT
NO. 288'S SAFE SCHOOL PROGRAM AND AUTHORIZING THE INCLUSION OF
A PROPORTIONATE SHARE OF THIS PROGRAM IN THE DISTRICT'S
APPLICATION FOR SAFE SCHOOL REVENUE

BE IT RESOLVED by the School Board of District No. 108, State of Minnesota, as follows:

1. The School Board of SW Metro Intermediate School District No. 288 has approved a Safe School program for the Fiscal Year 2025 in the amount of \$224,400.00. The various components of the program budget include costs for a School Resource Officer, safety equipment, and non-instructional technology hardware.
2. The proportionate share of the cost of the intermediate school district's Safe School program for each member school district to be included in its application shall be determined by multiplying the total cost of the intermediate school district Safe school program times a percentage that weighs the two components of each member district's portion of the total Special Education Tuition billing and Vocational billing. The Safe school costs shall be funded through annual levy. The inclusion of this proportionate share in the district's Safe School revenue application for the fiscal year 2025 is hereby approved, subject to approval by the Commissioner of Education.
3. Upon receipt of the proportionate share of Safe School revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

The motion for the adoption of the foregoing resolution was duly seconded by Director _____ and, upon vote taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

I, the undersigned, being the duly qualified and acting Clerk of School District No. _____, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of School District No. _____, held on the date therein indicated, with the original of said minutes on file in my office, and the same is a FULL, TRUE AND COMPLETE TRANSCRIPT INSOFAR AS THE SAME RELATES TO THE APPROVAL OF SW Metro Intermediate School District's Safe School Program in the district's application for Safe School revenue.

WITNESS MY HAND officially as such Clerk this _____ day of _____, 2023

Clerk

School District No.

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
SCHOOL DISTRICT #____
(City)

STATE OF MINNESOTA

Pursuant to due call and notice thereof, School Board meeting of School District No. 108, State of Minnesota, was held on _____, at _____ pm, for the purpose, in part, of approving the SW Metro Intermediate School District No. 288's Long-Term Facility maintenance budget and authorizing the inclusion of a proportionate share of Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance.

Director _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING SW METRO INTERMEDIATE SCHOOL DISTRICT
NO. 288'S LONG-TERM FACILITY MAINTENANCE PROGRAM BUDGET AND
AUTHORIZING THE INCLUSION OF A PROPORTIONATE SHARE OF THOSE
PROJECTS IN THE DISTRICT'S APPLICATION FOR LONG-TERM FACILITY
MAINTENANCE REVENUE

BE IT RESOLVED by the School Board of District No. 108, State of Minnesota, as follows:

1. The School Board of SW Metro Intermediate School District No. 288 has approved a long-term facility maintenance program budget for its facilities for the Fiscal Year 2025 in the amount of \$127,065. The various components of the program budget are attached as Exhibit A hereto and are incorporated herein by reference. Said budget is hereby approved (Exhibit A)
2. Minnesota Statutes, Section 123B.53, Subdivision 1, as amended, provides that if an intermediate school district's long-term facility maintenance budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may include its proportionate share of the costs of the intermediate school district programing its long-term facility maintenance revenue application.
3. The proportionate share of the cost of the intermediate school district's long-term facility maintenance program for each member school district to be included in its application shall be determined by multiplying the total cost of the intermediate school district long-term facility maintenance program times a percentage that weighs the two components of each member district's portion of the total Special Education Tuition billing and Vocational billing. The long-term facility maintenance costs shall be funded through annual levy instead of issuing bonds. The inclusion of this proportionate share in the district's long-term facility maintenance revenue

application for the fiscal year 2025 is hereby approved, subject to approval by the Commissioner of Education.

4. Upon receipt of the proportionate share of long-term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

The motion for the adoption of the foregoing resolution was duly seconded by Director _____ and, upon vote taken thereon, the following voted in favor thereof:

And the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

I, the undersigned, being the duly qualified and acting Clerk of School District No. _____, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of School District No. _____, held on the date therein indicated, with the original of said minutes on file in my office, and the same is a FULL, TRUE AND COMPLETE TRANSCRIPT INSOFAR AS THE SAME RELATES TO THE APPROVAL OF SW Metro Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk this _____ day of _____, 2023

Clerk

School District No.

CERTIFICATION OF MINUTES

RELATING TO

GENERAL OBLIGATION BONDS, SERIES 2023A
(MINNESOTA SCHOOL DISTRICT CREDIT ENHANCEMENT PROGRAM)

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 108
(CENTRAL PUBLIC SCHOOLS), STATE OF MINNESOTA

GOVERNING BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A regular meeting held on May 22, 2023, at 6:00 o'clock p.m., held in the Central Elementary School Media Center.

MEMBERS PRESENT: _____

MEMBERS ABSENT: _____

Documents Attached: Extract of Minutes of said meeting.

RESOLUTION OF THE SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 108 (CENTRAL PUBLIC SCHOOLS) STATE OF MINNESOTA (THE "DISTRICT") APPROVING THE SALE OF THE DISTRICT'S GENERAL OBLIGATION BONDS, SERIES 2023A (THE "BONDS") TO THE PURCHASER THEREOF; DETERMINING THE FORM AND DETAILS OF SUCH BONDS; AUTHORIZING THE EXECUTION, DELIVERY AND REGISTRATION OF SUCH BONDS; PROVIDING FOR THE PAYMENT OF AND THE SECURITY FOR SUCH BONDS; AND AUTHORIZING AND RATIFYING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting duly given as required by law.

EXECUTED AND DATED this ____th day of May, 2023.

School District Clerk

EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD
OF INDEPENDENT SCHOOL DISTRICT NO. 108
(CENTRAL PUBLIC SCHOOLS), STATE OF MINNESOTA

HELD: MAY 22, 2023

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 108 (Central Public Schools), State of Minnesota (the “District”), was duly held on May 22, 2023, at 6:00 o’clock p.m., for the purpose, in part, of approving the sale of of the General Obligation Bonds, Series 2023A of the District All proceedings hereafter shown were taken while the meeting was open to the attendance of the public.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION OF THE SCHOOL BOARD OF INDEPENDENT SCHOOL DISTRICT NO. 108 (CENTRAL PUBLIC SCHOOLS), STATE OF MINNESOTA (THE “DISTRICT”) APPROVING THE SALE OF THE DISTRICT’S GENERAL OBLIGATION BONDS, SERIES 2023A (THE “BONDS”) TO THE PURCHASER THEREOF; DETERMINING THE FORM AND DETAILS OF SUCH BONDS; AUTHORIZING THE EXECUTION, DELIVERY AND REGISTRATION OF SUCH BONDS; PROVIDING FOR THE PAYMENT OF AND THE SECURITY FOR SUCH BONDS; AND AUTHORIZING AND RATIFYING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH

BE IT RESOLVED by the School Board (the “**Board**”) of Independent School District No. 108 (Central Public Schools), State of Minnesota (the “**District**”), as follows:

**Article I
Authorization and Sale**

Section 1.01 Authorization and Purpose.

(a) The Board has previously determined that it is necessary that the District expend funds for the purposes of financing the costs of acquisition and betterment of school sites and facilities, including but not limited to, safety and security enhancements, the completion of various deferred maintenance projects, environmental systems improvements, energy efficiency upgrades, technology infrastructure improvements, parking expansion, expansion and modernization of special education spaces, a new boys and girls locker room, weight room, fitness center; and, modernization of classrooms, including the creation of flexible learning spaces, STEM labs and new furniture, construction of an additional two-court auxiliary gymnasium at the High School; construction of a new athletic stadium for track, soccer, and football with concessions, visitor seating, synthetic turf, and parking; construction of a new wrestling training room; and creation of an additional ball field with bleachers (collectively, the “**School Building Project**”).

(b) Pursuant to a resolution passed by this Board on August 9, 2021 (the “**Election Resolution**”), there was submitted to the qualified electors of the District, at a special election of the District held on November 2, 2021 (the “**Election**”), the questions of issuing bonds of the District in a principal amount not to exceed \$38,855,000 for the purposes of financing the costs of the School Building Project and levying and collecting a special levy of taxes against all the taxable property in the District sufficient in rate and amount to pay the principal of, premium, if any, and interest on said bonds.

(c) Notice of the Election and the submission of such questions, and the sample ballots regarding such questions, was duly given to the qualified electors of the District by timely publication in a legal newspaper of general circulation within the District.

(d) The Election was held as designated in the Election Resolution and the notice, and at said Election there was submitted to the qualified electors of the District the questions of issuing said bonds and levying taxes to pay the same as set out in the Election Resolution.

(e) The Election returns, as certified by the Election Commissioner, provided that a majority of the electors voting on the proposition cast ballots in favor of said bonds and tax.

(f) At a meeting held on November 22, 2021, this Board determined to sell and issue its general obligation school building bonds of the District in the total aggregate principal amount of not to exceed \$38,855,000 (as more fully described herein, the “**School Building Bonds**”), which were authorized by the voters of the District at the Election to be used to finance a portion of the costs of the School Building Project.

(g) At meetings duly held on December 20, 2021, and January 24, 2022, this Board determined that it was in the best interest of the District to sell and issue a portion of the approved School Building Bonds in 2021 and 2022. The District issued its General Obligation School Building Bonds, Series 2021A, in the aggregate principal amount of \$9,375,000 on December 30, 2021 (the “**Series 2021A Bonds**”). The District issued its General Obligation School Building Bonds, Series 2022A, in the aggregate principal amount of \$27,675,000 on February 1, 2022 (the “**Series 2022A Bonds**”). The District has \$1,805,000 of remaining authorized but unissued School Building Bond capacity from the Election after the issuance of the Series 2021A Bonds and the Series 2022A Bonds.

(h) On March 27, 2023, following duly published notice thereof, the Board held a public hearing on the proposed abatement to finance the Tax Abatement Project (as defined below) and all persons who wished to speak or provide written information relative to the public hearing were afforded an opportunity to do so. At such meeting the Board approved the property tax abatement (the “**Abatement**”) of the 77 parcels located within the District as described at the March 27, 2023 meeting (the “**Abatement Property**”).

(i) The Board, pursuant to a resolution adopted by the Board on March 27, 2023, previously determined and declared that it is necessary and expedient to issue General Obligation Tax Abatement Bonds, Series 2023, in the total aggregate principal amount of not to exceed \$2,950,000 (the “**Tax Abatement Bonds**”), pursuant to Minnesota Statutes, Chapter 475, and Sections 469.1812 through 469.1815, particularly Section 469.1814, to finance a portion of improvements intended to improve parking options at Central Public Schools through construction and improvements to parking lots at multiple school sites and facilities districtwide (the “**Tax Abatement Project**”).

(j) At a meeting held on February 27, 2023, this Board determined to sell and issue its general obligation bonds of the District, in one or more series, in the total aggregate principal amount of not to exceed \$6,195,000, consisting of three components: (a) not to exceed \$1,805,000 in principal amount of bonds (as further described below, the “**School Building Portion**”) which

are being issued pursuant to Minnesota Statutes, Chapter 475 and as approved by the electors of the District at the Election, (b) not to exceed \$2,430,000 in principal amount of bonds (as further described below, the **“IAQ Facilities Maintenance Portion”**) which are being issued pursuant to Minnesota Statutes, Section 123B.595, subdivision 5 and Chapter 475, as amended, to finance the costs of indoor air quality improvements District wide included in its ten-year facility plan (the **“Plan”**) approved by the Board and the Commissioner of Education and related financing costs (the **“IAQ Facilities Maintenance Projects”**), and (c) not to exceed \$1,960,000 in principal amount of bonds (as further described below, the **“DM Facilities Maintenance Portion”**) which are being issued pursuant to Minnesota Statutes, Section 123B.595, subdivision 5 and Chapter 475, as amended, to fund the costs of deferred maintenance projects District wide including building envelope improvements, building hardware and equipment, electrical, mechanical systems, plumbing and site projects included in its Plan approved by the Board and the Commissioner of Education and related financing costs (the **“DM Facilities Maintenance Projects,”** and, collectively with the School Building Project, the Tax Abatement Project and the IAQ Facilities Maintenance Projects, the **“Project”**).

(k) The Board has caused the Notice of Intent to Issue Facilities Maintenance Bonds to Finance Certain Projects included in the District’s Ten-Year Facility Plan to be published in the official newspaper of the District as required by Minnesota Statutes, Section 123B.595, subdivision 5, clause (b).

(l) In furtherance of the foregoing, the Board hereby determines that it was in the best interest of the District to sell and hereby ratifies its decisions to sell and issue its General Obligation Bonds, Series 2023A (as more fully described herein, the **“Bonds”**) consisting of four components: (a) \$1,804,917.60 in principal amount of Bonds (the **“School Building Portion”**) to be issued pursuant to Minnesota Statutes, Chapter 475 and as approved by the electors of the District at the Election, (b) \$2,430,000 in principal amount of Bonds (the **“IAQ Facilities Maintenance Portion”**) to be issued pursuant to Minnesota Statutes, Section 123B.595, subdivision 5 and Chapter 475, as amended, (c) \$1,870,000 in principal amount of Bonds (the **“DM Facilities Maintenance Portion”**) and (d) \$2,950,000 in principal amount of Bonds (the **“Tax Abatement Portion”**) to be issued pursuant to Minnesota Statutes, Sections 469.1812 through 469.1815 and Chapter 475, as amended.

Section 1.02 Sale. The Board, having been advised by David Drown Associates, Inc., its independent municipal advisor, has determined that this issue shall be sold after direct negotiation, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2(9), as amended. The proposal of Robert W. Baird & Co., Incorporated (the **“Underwriter”**) to purchase the Bonds at a price of \$9,513,163.45 (representing the initial stated amount of the Bonds of \$9,054,917.60, plus original issue premium of \$601,870.85 and less underwriter’s discount of \$143,625.00), was accepted by the Superintendent or Business Manager and a School Board Officer on May 17, 2023 pursuant to the Bond Purchase Agreement between the Underwriter and the Superintendent and a School Board Officer. The proposal of the Underwriter and the award of the sale of the Bonds is hereby approved and ratified by the Board.

The Bonds will consist of current interest bonds (the **“Current Interest Bonds”**) and capital appreciation bonds (the **“Capital Appreciation Bonds”**). The original principal amount of the Capital Appreciation Bonds (\$1,804,917.60) will bear compounding interest at the rates set forth

in Section 2.02 below, payable at maturity, and will have an aggregate final accreted Maturity Value (defined herein) of \$4,240,000.

Section 1.03 Execution of Documents. The execution of the Bond Purchase Agreement dated May 17, 2023, between the Underwriter and the District is hereby ratified.

Section 1.04 Compliance with Law. All acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to the issuance of the Bonds having been done, having happened and having been performed in regular and due form, time and manner as required by law, the Board hereby finds and determines that it is necessary for this Board to provide for the issuance, sale and delivery of the Bonds, to establish the form and terms of the Bonds and to provide for the payment and the security thereof.

Article II

Authorization; Bond Terms; Registration; Execution and Delivery

Section 2.01 Authorization and Designation. In accordance with the laws of the State of Minnesota, the Board hereby authorizes the issuance of the Bonds in the aggregate original principal amount of \$9,054,917.60 to be used to finance the costs of the Project. Such Bonds shall be designated as “General Obligation Bonds, Series 2023A”.

Section 2.02 Maturities, Interest Rates and Denominations. The Bonds shall be originally dated their date of original issue and delivery (June 14, 2023).

(a) Current Interest Bonds. The Current Interest Bonds shall be issued and sold in denominations of \$5,000 or any integral multiple thereof within a single maturity, shall be numbered R-1 upwards, shall mature on February 1 in the years and amounts set forth below and shall bear interest at the rates per annum set forth below opposite such years and amounts from their date of original issue or from the most recent Interest Payment Date (as defined herein) to which interest has been paid or duly provided for until paid or duly called for redemption (if any), as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest</u>
2025	\$330,000	6.00%
2026	390,000	6.00
2027	475,000	6.00
2028	500,000	6.00
2029	425,000	6.00
2030	450,000	6.00
2031	480,000	5.00
2032	460,000	5.00
2033	485,000	5.00
2034	505,000	5.00
2035	465,000	4.00
2036	480,000	4.00
2037	500,000	4.00

2042* 1,305,000 4.00
 * Term Bonds

(b) Capital Appreciation Bonds. The Capital Appreciation Bonds shall be issued and sold in denominations corresponding to a Maturity Value of \$5,000 or any integral multiple thereof within a single maturity. The Capital Appreciation Bonds shall mature on February 1 in the years and amounts set forth below and shall accrete interest at the rates per annum set forth below, shall be numbered R-15 upwards, shall be issued in the specified original principal amount shown below for each \$5,000 Maturity Value or any integral multiple thereof, shall bear interest from the date of original delivery thereof until maturity at the rate which, when accreted and compounded on each February 1 and August 1 (the “Interest Compounding Date”), commencing February 1, 2024, results in an accreted value at maturity (the “Maturity Value”) as shown below:

<u>Year</u>	<u>Initial Principal Amount per \$5,000 Maturity Value</u>	<u>Total Initial Principal Amount</u>	<u>Yield</u>	<u>Total Accreted Value at Maturity</u>
2039	\$2,459.85	\$147,591.00	4.590%	\$300,000
2040	2,324.10	141,770.10	4.660	305,000
2041	2,208.05	408,489.25	4.690	925,000
2042	2,096.50	601,695.50	4.720	1,435,000
2043	1,981.85	505,371.75	4.770	1,275,000

The Bonds shall be issuable only in fully registered form. Interest shall be computed on the basis of a 360-day year composed of twelve 30-day months. The interest thereon and, upon surrender of each Bond, the principal amount thereof, shall be paid by check or draft issued by the Registrar described herein; provided, however, that so long as the Bonds are registered in the name of a securities depository, or a nominee thereof, in accordance with Section 2.08 hereof, the principal of and the interest, if applicable, on the Bonds shall be paid in accordance with the operational arrangements of the securities depository.

The maturities set forth above, together with the maturities of all other outstanding general obligation bonds of the District, meet the requirements of Minnesota Statutes, Section 475.54.

Section 2.03 Dates; Interest Payments and Compounding Interest. Upon initial delivery of the Bonds pursuant to Section 2.07 hereof and upon any subsequent transfer or exchange pursuant to Section 2.06 hereof, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred.

The interest on the portion of the Bonds representing Current Interest Bonds shall be payable on February 1 and August 1 (each, an “**Interest Payment Date**”), commencing February 1, 2024, to the owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day the (“**Record Date**”). If any payments of interest due on the Current Interest Bonds on an Interest Payment Date are not timely made, such interest shall cease to be payable to the registered owners as of the Record Date for such Interest Payment Date and shall be payable to the registered owners of the Current Interest Bonds as of a special date of record for payment of such defaulted interest as shall be designated

by the Registrar whenever monies for the purpose of paying such defaulted interest becomes available.

A portion of the Bonds will be issued as Capital Appreciation Bonds with interest compounding semiannually at the rates set forth in Section 2.02(b) hereof and payable at maturity. For each \$5,000 Maturity, the accreted amount for each Bond, as of the Interest Compounding Dates between the date of original authentication and delivery and its maturity, shall be the amount set forth in the table printed on each such Bond and shown in Exhibit E attached hereto. The accreted amount as of any date between an Interest Compounding Date shall be computed on the assumption that the accreted amount increases in equal daily amounts on the basis of a 360-day year of twelve 30-day months. All payments shall be at the accreted value as of the date of redemption.

If the date for payment of the principal of or the interest, if applicable, on the Bonds shall be a Saturday, Sunday, legal holiday or day on which banking institutions in the city in which the principal corporate trust office of the Registrar is located are authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or day on which such banking institutions are authorized to close, and payment on such day shall have the same force and effect as if made on the nominal payment date.

Section 2.04 Redemption.

(a) **Optional Redemption.** The District may elect on February 1, 2030, and on any day thereafter, to prepay Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part at the option of the District and in such manner as the District shall determine. All Current Interest Bonds shall be redeemed at a price of par plus accrued interest to the date of redemption. All Capital Appreciation Bonds shall be redeemed at a price of equal to the accreted amount at the most recent interest compounding date and accrued interest to the date of redemption. Bonds subject to redemption shall be redeemed in whole multiples of \$5,000 Maturity Value. If any Bond is in a denomination in excess of \$5,000, portions of the principal amount thereof in installments of \$5,000 Maturity Value or any whole multiple thereof may be redeemed, and if less than all of the principal amount thereof is to be redeemed, in such case upon the surrender of such Bonds there shall be issued to the registered owner thereof without charge therefor, for the then unredeemed balance of the principal amount thereof, Bonds of like series, maturity and interest rates in any of the authorized denominations provided by this Resolution. If less than all Bonds of any maturity are to be called for redemption pursuant to this Resolution, the Registrar shall select the particular Bonds of such maturity to be redeemed by lot.

(b) **Mandatory Sinking Fund Redemption.** The Bonds maturing on February 1, 2042 (the "Term Bonds") are subject to mandatory redemption prior to maturity from sinking fund payments at a redemption price equal to the principal amount of the Bonds to be so redeemed plus accrued interest thereon to the date fixed for redemption, on February 1 in years and principal amounts set forth below, respectively:

February 1, 2042 Term Bond

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
February 1, 2038	\$515,000
February 1, 2039	240,000
February 1, 2040	175,000
February 1, 2041	185,000
February 1, 2042*	190,000

*Final Maturity

The Registrar (as defined herein) shall select by lot the portions of the above-described Bonds (the “**Term Bonds**”) to be redeemed on each sinking fund redemption date (each, a “**Sinking Fund Redemption Date**”). If the Term Bonds are redeemed at the option of the District pursuant to Section 2.04(a) above, the Term Bonds so optionally redeemed may, at the option of the District, be applied as a credit against any subsequent sinking fund redemption with respect to Term Bonds otherwise to be redeemed thereby, such credit to be equal to the principal amount of such Term Bonds redeemed pursuant to Section 2.04(a), provided that the District shall have delivered to the Registrar not less than 45 days prior to such Sinking Fund Redemption Date a District certificate stating its election to apply such Term Bonds as such a credit. In such case, the Registrar shall reduce the amount of Term Bonds to be redeemed on the Sinking Fund Redemption Date specified in such District certificate by the principal amount of Term Bonds so redeemed. Any credit given to sinking fund redemptions pursuant to Section 2.04(a) shall not affect any subsequent sinking fund redemptions, which shall remain payable as otherwise provided in this subsection, unless and until another credit is given in accordance with the provisions hereof.

(c) **Notice of Redemption.** Notice of redemption of Bonds stating their designation, date, maturity, principal amounts and the redemption date shall be given by the Registrar by mailing such notice by first class mail, postage prepaid, not less than 30 days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then registered owner of the Bonds) to the registered owners at their most recent addresses appearing upon the books of the Registrar. Failure to give notice to any particular registered owner or any defect in the notice given to such owner shall not affect the validity of the proceedings calling the Bonds or the redemption of any Bonds for which proper notice has been given. Notice of redemption need not be given to the holder of any Bonds, whether registered or not, who has waived notice of redemption. Notice of redemption having been given as provided above or notice of redemption having been waived by the owners of Bonds called for redemption to whom such notice has not been given as provided above, the Bonds so called for redemption shall become due and payable on the designated redemption date. The District shall give written notice to the Registrar of its election to redeem Bonds at least 45 days prior to the said redemption date, or such shorter period as shall be acceptable to the Registrar. If on or before the said redemption date funds sufficient to pay the Bonds so called for redemption at the applicable redemption price and accrued interest to said date have been deposited or caused to have been deposited by the District with the Registrar for the purposes of such payment and notice of redemption thereof has been given or waived as hereinbefore provided, then from and after the date fixed for redemption interest on such Bonds so called shall cease to accrue and become payable. If such funds shall not have been so deposited with the Registrar as aforesaid no later than the date fixed for redemption, such call for redemption shall be revoked and the Bonds so called for redemption shall continue to be outstanding the same as though they had not been so called; such Bonds shall continue to bear interest until paid at such

rate as they would have borne had they not been called for redemption and shall continue to be protected by this Bond Resolution and entitled to the benefits and security hereof.

Section 2.05. Appointment of Initial Registrar. The District hereby appoints U.S. Bank Trust Company, National Association in St. Paul, Minnesota, as the initial bond registrar, transfer agent and paying agent (the “**Registrar**”). The Chair of the Board and the Clerk of the District are authorized to execute and deliver, on behalf of the District, a contract with the Registrar (the “**Registrar Agreement**”). The Registrar shall have only such duties and obligations as are expressly specified by this Resolution and the Registrar Agreement, and no other duties or obligations shall be implied to the Registrar, except as may be set forth in a written agreement between the District and a successor Registrar.

The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The Registrar shall notify the District in writing of any changes in its principal corporate trust office as set forth in this Section.

Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar.

The District reserves the right to remove the Registrar upon thirty (30) days’ notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar. The Chair of the Board and the Clerk of the District is each authorized to remove the Registrar as provided herein if he or she determines such removal is in the best interest of the District. Upon such removal, such officer is authorized to appoint a successor Registrar and to execute a Registrar Agreement with such successor Registrar in a form substantially similar to that approved by the Board pursuant to this Resolution, but with such changes as he or she shall deem appropriate or necessary.

Section 2.06. Registration. The effect of registration and the rights and duties of the District and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of any Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after any Record Date and until the immediately succeeding Interest Payment Date.

(c) Exchange of Bonds. Whenever any Bonds are surrendered by the registered owner for exchange the Registrar shall authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity, as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. All Bonds surrendered upon any transfer or exchange shall be promptly canceled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When any Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The District and the Registrar may treat the person in whose name any Bond is at any time registered in the bond register as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. For every transfer or exchange of Bonds, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to such transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

(i) Authenticating Agent. The Registrar is hereby designated authenticating agent for the Bonds, within the meaning of Minnesota Statutes, Section 475.55, Subdivision 1.

(j) Valid Obligations. All Bonds issued upon any transfer or exchange of Bonds shall be the valid obligations of the District, evidencing the same debt, and entitled to the same benefits under this Resolution as the Bonds surrendered upon such transfer or exchange.

Section 2.07. Execution; Authentication and Delivery. The Bonds shall be prepared under the direction of the Clerk of the District and shall be executed on behalf of the District by the signatures of the Chair of the Board and the Clerk of the District, provided that all signatures may be printed, engraved, or lithographed facsimiles of the originals. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of the Registrar. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so executed and authenticated, they shall be delivered by the Clerk of the District to the Underwriter upon payment of the purchase price in accordance with the contract of sale heretofore made and executed.

Section 2.08. Securities Depository.

(a) For purposes of this section the following terms shall have the following meanings:

“Beneficial Owner” shall mean, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant, or such person’s subrogee.

“Cede & Co.” shall mean Cede & Co., the nominee of DTC, and any successor nominee of DTC with respect to the Bonds.

“DTC” shall mean The Depository Trust Company of New York, New York.

“Participant” shall mean any broker-dealer, bank or other financial institution for which DTC holds Bonds as securities depository.

“Representation Letter” shall mean the Representation Letter pursuant to which the District agrees to comply with DTC’s Operational Arrangements.

(b) The Bonds shall be initially issued as separately authenticated fully registered bonds, and one Bond shall be issued in the principal amount of each stated maturity of the Bonds. Upon initial issuance, the ownership of such Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Registrar and the District may treat DTC (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of payment of the principal of or interest on the Bonds, selecting the Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Bonds under this Resolution, registering the transfer of Bonds, and for all other purposes whatsoever; and

neither the Registrar nor the District shall be affected by any notice to the contrary. Neither the Registrar nor the District shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Bonds, with respect to any notice which is permitted or required to be given to owners of Bonds under this Resolution, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Bonds. So long as any Bond is registered in the name of Cede & Co., as nominee of DTC, the Registrar shall pay all principal of and interest on such Bond, and shall give all notices with respect to such Bond, only to Cede & Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and interest on the Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Bond for each separate stated maturity evidencing the obligation of the District to make payments of principal and interest. Upon delivery by DTC to the Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Bonds will be transferable to such new nominee in accordance with paragraph (e) hereof.

(c) In the event the District determines that it is in the best interest of the Beneficial Owners that they be able to obtain Bonds in the form of bond certificates, the District may notify DTC and the Registrar, whereupon DTC shall notify the Participants of the availability through DTC of Bonds in the form of certificates. In such event, the Bonds will be transferable in accordance with paragraph (e) hereof DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and the Registrar and discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC, in substantially the form attached hereto as Exhibit B, by the Chair of the Board or the Clerk of the District, if not previously filed with DTC, is hereby authorized and directed.

(e) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) hereof, such transfer or exchange shall be accomplished upon receipt by the Registrar of the Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of this Resolution. In the event Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Bonds, or another securities depository as owner of all the Bonds, the provisions of this Resolution shall also apply to all matters relating thereto, including, without limitation, the printing of such Bonds in the form of bond certificates and the method of payment of principal of and interest on such Bonds in the form of bond certificates.

Article III

Form of Bonds

The Current Interest Bonds shall be issued in substantially the form of bond attached as Exhibit A-1 hereto. The Capital Appreciation Bonds shall be issued in substantially the form of bond attached as Exhibit A-2 hereto.

Article IV

Deposit and Application of Bond Proceeds

Upon payment for the Bonds by the Underwriter, proceeds of the Bonds shall be applied to pay costs and expenses of the School Building Project, the Tax Abatement Project, the IAQ Facilities Maintenance Projects and the DM Facilities Maintenance Projects and deposited in the accounts established on the books and records of the District as follows:

- (i) \$1,804,917.60 shall be deposited in an account for payment of the costs of the School Building Project (the “**School Building Account**”);
- (ii) \$2,464,257.97 shall be deposited in an account for payment of the costs of the IAQ Facilities Maintenance Projects (the “**IAQ Facilities Maintenance Account**”);
- (iii) \$1,962,947.33 shall be deposited in an account for payment of the costs of the DM Facilities Maintenance Projects (the “**DM Facilities Maintenance Account**”);
- (iv) 3,017,715.19 shall be deposited in an account for payment of the costs of the Tax Abatement Project (the “**Tax Abatement Account**”);
- (v) \$71,914.86 shall be deposited in the Debt Service Fund (as defined herein) to pay interest on the IAQ Facilities Maintenance Portion of the Bonds due February 1, 2024;
- (vi) \$63,591.53 shall be deposited in the Debt Service Fund (as defined herein) to pay interest on the DM Facilities Maintenance Portion of the Bonds due February 1, 2024;
- (vii) \$91,935.00 shall be deposited in the Debt Service Fund (as defined herein) to pay interest on the Tax Abatement Portion of the Bonds due February 1, 2024; and
- (viii) Bond proceeds in the amount of \$35,883.97 will be disbursed by the District to pay costs of issuing the Bonds. The District may also pay such costs from other legally available moneys.

Article V

Creation of Funds; Tax Levies; Investments

Section 5.01. General Obligation Bonds, Series 2023A Project Accounts. The District shall hereby establish and maintain on the official books and records of the District a “General Obligation Bonds, Series 2023A Project Fund” (the “**Project Fund**”) and within the Project Fund

a “School Building Account,” “IAQ Facilities Maintenance Account,” “Facilities Maintenance Account” and “Tax Abatement Account” (together, the “**Project Accounts**”) until all costs and expenses incurred in connection with the respective Projects have been paid. After payment of all costs and expenses of the respective project for which such account was created, the School Building Account, IAQ Facilities Maintenance Account, DM Facilities Maintenance Account or the Tax Abatement Account, as applicable, shall be discontinued and any Bond proceeds remaining therein shall be credited to the Debt Service Fund established by Section 5.02 hereof and applied (i) to the School Building Portion in the case of surplus funds from the School Building Account, (ii) to the IAQ Facilities Maintenance Portion in the case of surplus funds from the IAQ Facilities Maintenance Account, (iii) to the DM Facilities Maintenance Portion in the case of surplus funds from the DM Facilities Maintenance Account and (iv) to the Tax Abatement Portion in the case of surplus funds from the Tax Abatement Account. All proceeds of the Bonds deposited in the respective Project Accounts in accordance with Article IV hereof shall be expended solely for the payment of the costs of the related Project. Amounts in the Project Fund shall be applied to pay the costs and expenses of acquiring, constructing, equipping and furnishing the Project, as applicable.

Section 5.02. General Obligation Bonds, Series 2023A Debt Service Fund. The principal of and the interest on the Bonds shall be paid from a separate General Obligation Bonds, Series 2023A Debt Service Fund (the “**Debt Service Fund**”) which shall be created and maintained on the books of the District as a separate debt redemption fund until the Bonds, and all interest thereon, are fully paid. All ad valorem taxes levied and collected as hereinafter specified shall be credited to the Debt Service Fund, as well as any other funds appropriated by the Board for the payment of the Bonds and any moneys received pursuant to the Credit Enhancement Act (as defined in Article IX herein). If any payment of principal of or interest on the Bonds shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the Clerk of the District shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds when available. If the District does not have other moneys available to pay scheduled debt service on the Bonds, the District shall take all necessary actions pursuant to Article IX hereof.

Section 5.03. Pledge of Full Faith and Credit; Tax Levies; Tax Abatement. The Board hereby irrevocably pledges the full faith, credit and taxing power of the District to the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due. To provide moneys for the payment of principal of and interest on the Bonds as required by Minnesota Statutes, Section 475.61, the Board hereby represents, warrants and covenants that it shall cause to be levied and collected annually on all taxable property in the District a direct, annual ad valorem tax which shall be spread upon the tax rolls for collection in the years and amounts as follows, as a part of other general taxes of the District, as follows:

Levy Years

Collection Years

Amount

(See Exhibit C hereto for levy computation)

Such tax shall be in excess of and in addition to all other taxes now or hereafter authorized to be levied by the District. In addition, the District will pledge available tax abatement revenues derived from certain abated parcels within the District for repayment of the Tax Abatement Portion of the Bonds. The special tax described herein and all receipts therefrom are pledged to the payment of debt service on the Bonds. Such tax shall be irrepealable as long as any of the Bonds are outstanding and unpaid; provided that the District reserves the right and power to reduce the levies in the manner and to the extent of Abatement revenues and as otherwise permitted by Minnesota Statutes, Section 475.61. It is estimated that the ad valorem taxes will be collected in amounts not less than five percent (5%) in excess of the amounts needed to meet when due the payments of the accreted amounts on the Bonds. If, as of the date tax levies are certified in any year, the sum of the balance in the Debt Service Fund plus any Abatement revenues and ad valorem taxes theretofore levied for the payment of Bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all Bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 5.01 hereof or amounts are owing to the State in the manner provided in Article IX hereof, an additional direct, irrepealable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of restoring such accumulated or anticipated deficiency in accordance with the provisions of this Resolution.

Section 5.04. Investments. Moneys in each of the funds and accounts created and established by this Resolution shall be deposited, invested and secured in accordance with State law. Moneys held in such funds and accounts may be invested by the District or at its direction in such amounts and maturing at such times as shall reasonably provide for moneys to be available when required in the accounts or funds; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund or account was created; and provided further that such investments shall be subject to the covenants and provisions of the Article VII hereof. All interest on any authorized investment held in any fund or account shall accrue to and become a part of such fund or account. All money held in the funds created by this Resolution shall be kept separate and apart from all other funds of the District so that there shall be no commingling of such funds with any other funds of the District.

Article VI

Certification of Proceedings

Section 6.01. Filing with County Auditors. The Clerk of the District is hereby authorized and directed to file with the County Auditor of each county in which the District is located in whole or in part a certified copy of this Resolution together with such other information as the County Auditors shall require and to obtain from the County Auditors a certificate that the Bonds have been entered upon the bond registers and that the tax for the payment of the Bonds has been levied as required by law.

Section 6.02. Certification of Proceedings. The officers of the District and the County Auditors are hereby authorized and directed to prepare and furnish to the Underwriter and to Kutak Rock LLP, Bond Counsel, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and

marketability of the Bonds as they appear from the books and records under the officer's custody and control or as otherwise known to them. All such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District to the correctness of all statements contained herein.

Section 6.03. Official Statement. The Preliminary Official Statement relating to the Bonds, as of its date May 9, 2023 prepared and distributed by the Underwriter, including any amendments or supplements thereto, is hereby ratified, approved and deemed "final" for purposes of Rule 15c2-12 promulgated under the Securities and Exchange Act of 1934, as amended ("**Rule 15c2-12**"). The Underwriter is hereby authorized on behalf of the District to prepare and distribute to the purchasers within seven business days from the date hereof, a Final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12. The use and public distribution of the final Official Statement by the Underwriter in connection with the offering of the Bonds is hereby authorized. The officers of the District are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

Article VII

Covenants and Arbitrage Matters.

Section 7.01. Restrictive Action. The Board covenants and agrees with the registered owners of the Bonds, that it will not take or permit to be taken by any of its officers, employees or agents any actions that would cause interest on the Bonds to become includable in gross income of the recipient under the Code and applicable Regulations, and covenants to take any and all actions within its powers to ensure that the interest will not become includable in gross income of the recipient under the Code and the Regulations. It is hereby certified that the proceeds of the Refunded Bonds were used to finance the acquisition and betterment of school facilities owned and operated by the District and the District covenants and agrees that, so long as the Bonds are outstanding, the District shall not enter into any lease, management agreement, use agreement or other contract with any nongovernmental entity relating to the school facilities so financed which would cause the Bonds to be considered "private activity bonds" or "private loan bonds" pursuant to Section 141 of the Code.

Section 7.02. Arbitrage Certification. The Chair of the Board and the Clerk of the District, being the officers of the District charged with the responsibility for issuing the Bonds pursuant to this Resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code and applicable Regulations stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Bonds which make it reasonable to expect that the proceeds of the Bonds will not be used in a manner that would cause the Bonds to be "arbitrage bonds" within the meaning of the Code and the Regulations.

Section 7.03. Arbitrage Rebate. The Board acknowledges that the Bonds are subject to the rebate requirements of Section 148(f) of the Code and covenants to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve the exclusion of interest on

the Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement pursuant to one of the spending exceptions set forth in Section 1.148-7 of the Regulations and no “gross proceeds” of the Bonds (other than amounts constituting a “bona fide debt service fund”) arise during or after the expenditure of the original proceeds thereof.

Section 7.04. Post-Issuance Compliance Procedures. The Board has previously adopted the Post-Issuance Tax Compliance Procedures attached to this Resolution as Exhibit D to ensure that the District satisfies and meets all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds. The District reserves the right to use its discretion as necessary and appropriate to make exceptions or request additional provisions as it may determine. The District also reserves the right to change these policies and procedures from time to time, without notice.

Section 7.05. Reserved.

Article VIII Continuing Disclosure

Section 8.01. Continuing Disclosure Undertaking. The Board (a) authorizes and directs any District officer to execute and deliver, on the date of the issuance of the Bonds, a continuing disclosure undertaking (the “**Undertaking**”) in such form that satisfies the requirements of Rule 15c2-12 and is acceptable to the Underwriter and bond counsel and (b) covenants that it will comply with and carry out all of the provisions of the Undertaking. A description of this undertaking is set forth in the Official Statement. Notwithstanding any other provisions of this Resolution or the Undertaking, failure of the District to comply with the Undertaking will not be considered a default under this Resolution or the Bonds; however, any Bondholder or Beneficial Owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this subparagraph and the Undertaking. For purposes of this subparagraph, “**Beneficial Owner**” means any person who (i) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (ii) is treated as the owner of any Bonds for federal income tax purposes.

Article IX Credit Enhancement Act

The Board hereby covenants and obligates the District to be bound by and to use the provisions of Minnesota Statutes, Section 126C.55 (the “**Credit Enhancement Act**”) to guarantee payment of the principal of, the premium, if any, and the interest on the Bonds when due. The District shall comply with all procedures now or hereafter established by the Minnesota Department of Management and Budget and the Minnesota Department of Education pursuant to subdivision 2(c) of the Credit Enhancement Act and to take such actions as necessary to comply with the Credit Enhancement Act. The Chair of the Board, the Clerk of the District, and the superintendent and the business manager of the District are each authorized to execute any applicable forms of the Minnesota Department of Management and Budget or the Minnesota

Department of Education. The Board understands and acknowledges that the provisions of the Credit Enhancement Act shall be binding on the District as long as any Bonds are outstanding.

The Board further covenants to deposit with the Registrar, at least three (3) business days prior to the date on which any payment of principal of, premium, if any, or interest on the Bonds is due, an amount sufficient to pay such payment. If the District believes it may be unable to pay the principal of, the premium, if any or the interest on the Bonds on the date any such payment is due, the District shall notify the Commissioner of the Department of Education as soon as possible, but not less than 15 business days before the date such payment is due. The District shall authorize and direct the Registrar to notify the Commissioner of the Department of Education if (i) the Registrar becomes aware of a potential payment default with respect to the Bonds or (ii) two (2) business days prior to the date a payment is due on the Bonds the Registrar does not have sufficient funds to make the payment due on such date.

Article X Defeasance

The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The District may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due, provided that notice of such redemption has been duly given as provided herein. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date. If any deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the District shall have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or earlier designated redemption date. When all of the Bonds have been discharged as provided in this Article, all pledges, covenants and other rights granted by this Resolution to the registered owners of the Bonds shall cease.

Article XI Authorization of Officers

Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each officer, employee and agent of the District to carry out, or cause to be carried out, and to perform such obligations of the District and

such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution and the issuance, sale, and delivery of the Bonds, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) delegates to each such officer, employee and agent the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by any such officer, employee or agent of the District of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District's and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

* * * * *

The motion was duly seconded by _____.

Upon vote taken on the foregoing resolution, the following voted in favor thereof:

_____;

the following voted against the same: _____;

and the following were absent or did not vote: _____.

Said Resolution having been voted upon favorably by a majority of the members of the Board,
the same was by the Chairperson declared passed and adopted.

EXHIBIT A-1

(FORM OF CURRENT INTEREST BOND)

**UNITED STATES OF AMERICA
STATE OF MINNESOTA**

**INDEPENDENT SCHOOL DISTRICT NO. 108
(CENTRAL PUBLIC SCHOOLS)**

GENERAL OBLIGATION BONDS, SERIES 2023A

R-_____ \$ _____

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
_____%	February 1, 20__	June 14, 2023	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

INDEPENDENT SCHOOL DISTRICT NO. 108 (CENTRAL PUBLIC SCHOOLS), MINNESOTA, a duly organized and existing independent school district, whose administrative offices are located in Norwood Yoining America, Minnesota (the “District”), promises to pay to the registered owner specified above, or registered assigns, the principal sum specified above on the maturity date specified above, and to pay interest thereon from the date of original issue specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, payable on February 1 and August 1 in each year, commencing February 1, 2024, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof at the principal office of the Registrar described below, the principal hereof, are payable in lawful money of the United States of America by check or draft drawn on U.S. Bank Trust Company, National Association in St. Paul, Minnesota, as bond registrar, transfer agent and paying agent, or its successor designated under the resolution described herein (the “Registrar”).

This Bond is one of an issue in the aggregate original principal amount of \$9,054,917.60 (the “Bonds”), issued by the District to be used for the purposes of financing the costs of (i) acquisition and betterment of school sites and facilities, including but not limited to, safety and security enhancements, the completion of various deferred maintenance projects, environmental systems improvements, energy efficiency upgrades, technology infrastructure improvements, parking expansion, expansion and modernization of special education spaces, a new boys and girls locker room, weight room, fitness center; and, modernization of classrooms, including the creation

of flexible learning spaces, STEM labs and new furniture, construction of an additional two-court auxiliary gymnasium at the High School; construction of a new athletic stadium for track, soccer, and football with concessions, visitor seating, synthetic turf, and parking; construction of a new wrestling training room; and creation of an additional ball field with bleachers, (ii) a portion of construction and improvements to parking lots at multiple school sites and facilities districtwide, (iii) indoor air quality improvements District wide, (iv) deferred maintenance projects District wide including building envelope improvements, building hardware and equipment, electrical, mechanical systems, plumbing and site projects and (v) pay costs associated with issuance of the Bonds (collectively, the Project”), and is issued pursuant to and in full conformity with resolution adopted by the School Board on May 22, 2023 (the “Resolution”) and is issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any integral multiple thereof, of single maturities. Capitalized terms used but not otherwise defined herein shall have the meanings given to such terms in the Resolution.

The Bonds are direct, general obligations of the District, to which the full faith, credit and resources and the taxing power of the District are irrevocably pledged. Pursuant to the Resolution, the District has covenanted to cause to be made annually a special levy of taxes on all the taxable property in the District, in addition to all other taxes, sufficient in rate and amount to produce sums not less than five percent in excess of the principal of and interest on the Bonds when due. The District has pledged such tax levy and all receipts therefrom to all payments due on the Bonds. The District has further covenanted to be bound by and to use the provisions of Minnesota Statutes, Section 126C.55 (the “Credit Enhancement Act”) to guarantee payment of the principal of and the interest on the Bonds when due.

The District may elect on February 1, 2030, and on any day thereafter, to prepay Bonds due on or after February 1, 2031. Redemption may be in whole or in part and if in part at the option of the District and in such manner as the District shall determine. All Bonds shall be redeemed at a price of par plus accrued interest to the date of redemption.

The Bonds maturing on February 1, 2042 (the “Term Bonds”) are subject to mandatory redemption prior to maturity from sinking fund payments at a redemption price equal to the principal amount of the Bonds to be so redeemed plus accrued interest thereon to the date fixed for redemption, on February 1 in years and principal amounts set forth below, respectively:

February 1, 2042 Term Bond

<u>Mandatory Redemption Date</u>	<u>Principal Amount</u>
February 1, 2038	\$515,000
February 1, 2039	240,000
February 1, 2040	175,000
February 1, 2041	185,000
February 1, 2042*	190,000
*Final Maturity	

Notice of redemption of this Bond shall be given to the Registered Owner hereof by first class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then registered owner of the Bonds), all as more particularly set forth in the Bond Resolution; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. Notice of redemption having been given as provided in the Bond Resolution, or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this Bond shall cease to bear interest from and after the date fixed for redemption.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the District.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond, together with all other indebtedness of the District outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Independent School District No. 108 (Central Public Schools), Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair of the Board and Clerk of the District, the District having no seal or said seal having been intentionally omitted as permitted by law.

**INDEPENDENT SCHOOL DISTRICT NO. 108
(CENTRAL PUBLIC SCHOOLS), MINNESOTA**

/s/ (Facsimile)
Chair of the Board

/s/ (Facsimile)
School District Clerk

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Resolution.

Date of Authentication: June 14, 2023

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Registrar and Paying Agent

By _____
Authorized Signature

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if the Bond is held by joint account.)

Please insert Social Security or other Tax Identification Number of Transferee.

--

EXHIBIT A-2

(FORM OF CAPITAL APPRECIATION BOND)

**UNITED STATES OF AMERICA
STATE OF MINNESOTA**

**INDEPENDENT SCHOOL DISTRICT NO. 108
(CENTRAL PUBLIC SCHOOLS)**

GENERAL OBLIGATION BONDS, SERIES 2023A

R- _____ ORIGINAL PRINCIPAL AMOUNT: \$ _____
ACCRETED AMOUNT AT MATURITY: \$ _____

<u>ACCRETION RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
_____%	February 1, 20__	June 14, 2023	

REGISTERED OWNER: CEDE & CO.

**ORIGINAL PRINCIPAL
AMOUNT:** _____ DOLLARS

**ACCRETED AMOUNT
AT MATURITY:** _____ DOLLARS

INDEPENDENT SCHOOL DISTRICT NO. 108 (CENTRAL PUBLIC SCHOOLS), STATE OF MINNESOTA, a duly organized and existing independent school district, whose administrative offices are located in Norwood Young America, Minnesota (the “District”), promises to pay to the registered owner specified above, or registered assigns, the accreted amount at maturity specified above, on the maturity date specified above, or if this Bond is redeemable as stated below, on a date prior thereto on which it shall have been duly called for redemption, said accreted amount being the original principal amount hereof with interest from the date of original issue stated above, accreted and payable with principal at maturity, at a rate which, when compounded on each February 1 and August 1 (the “interest compounding date”), commencing February 1, 2024, results in the accreted amount set forth for each such date in the table printed herein for the specified amount per \$5,000 accreted amount at maturity. Payment is subject to provisions for redemption of this Bond referred to below. The accreted amount is payable upon presentation and surrender hereof at the principal office of the Registrar described below, the accreted amount at maturity hereof, is payable in lawful money of the United States of America by check or draft drawn on U.S. Bank Trust Company, National Association in St. Paul, Minnesota, as bond registrar, transfer agent and paying agent, or its successor designated under the resolution described herein (the “Registrar”).

This Bond is one of an issue in the aggregate principal amount of \$9,054,917.60 (the “Bonds”), issued by the District to be used for the purposes of financing the costs of (i) acquisition and betterment of school sites and facilities, including but not limited to, safety and security enhancements, the completion of various deferred maintenance projects, environmental systems improvements, energy efficiency upgrades, technology infrastructure improvements, parking expansion, expansion and modernization of special education spaces, a new boys and girls locker room, weight room, fitness center; and, modernization of classrooms, including the creation of flexible learning spaces, STEM labs and new furniture, construction of an additional two-court auxiliary gymnasium at the High School; construction of a new athletic stadium for track, soccer, and football with concessions, visitor seating, synthetic turf, and parking; construction of a new wrestling training room; and creation of an additional ball field with bleachers, (ii) a portion of construction and improvements to parking lots at multiple school sites and facilities districtwide, (iii) indoor air quality improvements District wide, (iv) deferred maintenance projects District wide including building envelope improvements, building hardware and equipment, electrical, mechanical systems, plumbing and site projects and (v) pay costs associated with issuance of the Bonds (collectively, the Project”) (the Project”), and is issued pursuant to and in full conformity with resolution adopted by the School Board on May 22, 2023 (the “Resolution”) and is issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475. The Bonds are issuable only in fully registered form, in denominations corresponding to Maturity Values of \$5,000 or any integral multiple thereof, of single maturities.

The Bonds are direct, general obligations of the District, to which the full faith, credit and resources and the taxing power of the District are irrevocably pledged. Pursuant to the Resolution, the District has covenanted to cause to be made annually a special levy of taxes on all the taxable property in the District, in addition to all other taxes, sufficient in rate and amount to produce sums not less than five percent in excess of the principal of and interest on the Bonds when due. The District has pledged such tax levy and all receipts therefrom to all payments due on the Bonds. The District has further covenanted to be bound by and to use the provisions of Minnesota Statutes, Section 126C.55 (the “Credit Enhancement Act”) to guarantee payment of the principal of and the interest on the Bonds when due.

The District may elect on February 1, 2030, and on any day thereafter, to prepay Bonds due on or after February 1, 2031 at a price equal to the accreted amount at the most recent interest compounding date and accrued interest to the date of redemption. Redemption may be in whole or in part and if in part at the option of the District and in such manner as the District shall determine. All Bonds shall be redeemed at a price equal to the accreted value as of the date of redemption.

Notice of redemption of this Bond shall be given to the Registered Owner hereof by first class mail, postage prepaid, not less than thirty (30) days prior to the date fixed for redemption (or such shorter period as may be acceptable to the then registered owner of the Bonds), all as more particularly set forth in the Bond Resolution; provided, however, that failure to give such notice by mailing, or any defect therein, shall not affect the validity of any proceeding for the redemption of any Bond with respect to which no such failure has occurred. Notice of redemption having been

given as provided in the Bond Resolution, or notice of redemption having been waived, and funds for the payment thereof having been deposited with the Registrar, this Bond shall cease to bear interest from and after the date fixed for redemption.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the District at the principal office of the Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner's attorney, and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange, the District will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The District and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the District nor the Registrar shall be affected by any notice to the contrary.

Notwithstanding any other provisions of this Bond, so long as this Bond is registered in the name of Cede & Co., as nominee of The Depository Trust Company, or in the name of any other nominee of The Depository Trust Company or other securities depository, the Registrar shall pay all principal of and interest on this Bond, and shall give all notices with respect to this Bond, only to Cede & Co. or other nominee in accordance with the operational arrangements of The Depository Trust Company or other securities depository as agreed to by the District.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond, together with all other indebtedness of the District outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon shall have been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, Independent School District No. 108 (Central Public Schools), Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair of the Board and Clerk of the District, the District having no seal or said seal having been intentionally omitted as permitted by law.

**INDEPENDENT SCHOOL DISTRICT NO.108
(CENTRAL PUBLIC SCHOOLS), MINNESOTA**

/s/ (Facsimile)
Chair of the Board

/s/ (Facsimile)
School District Clerk

BOND REGISTRAR'S CERTIFICATE OF AUTHENTICATION

This Bond is one of the Bonds described in the within mentioned Resolution.

Date of Authentication: June 14, 2023

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION
as Registrar and Paying Agent

By _____
Authorized Signature

The accreted amounts of the Bonds of this issue maturing on February 1 in the years 2039 through 2043, together with the original principal amounts per \$5,000 accreted amounts at maturity are set forth below. The accreted amount as of any other date is the prorated amount between the next prior and next succeeding February 1 and August 1, being the dates of semiannual compounding of interest on the Bonds.

[BOND ACCREDITED VALUE TABLE TO BE ATTACHED – SEE EXHIBIT E]

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

_____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated _____

NOTICE: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if the Bond is held by joint account.)

Please insert Social Security or other Tax Identification Number of Transferee.

--

EXHIBIT B

BLANKET ISSUER LETTER OF REPRESENTATIONS

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

(Name of Issuer and Co-Issuer(s), if applicable)

(Date)

The Depository Trust Company
570 Washington Blvd, 4th FL
Jersey City, NJ 07310
Attention: Underwriting Department

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request to be made eligible for deposit by The Depository Trust Company ("DTC").

Issuer is: **(Note: Issuer shall represent one and cross out the other.)**

[incorporated in] [formed under the laws of] _____.

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Very truly yours,

Note:
Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

(Issuer)

By: _____
(Authorized Officer's Signature)

(Print Name)

(Street Address)

(City) (State) (Country) (Zip Code)

(Phone Number)

(E-mail Address)

DTCC

BLOR 06-2013

EXHIBIT C

LEVY COMPUTATION SHEET

<u>Levy Year</u>	<u>Collection Year</u>	<u>Amount</u>
2023	2024	\$725,235.00
2024	2025	767,445.00
2025	2026	832,125.00
2026	2027	828,450.00
2027	2028	718,200.00
2028	2029	717,675.00
2029	2030	720,825.00
2030	2031	674,625.00
2031	2032	676,725.00
2032	2033	672,262.50
2033	2034	603,750.00
2034	2035	599,970.00
2035	2036	600,810.00
2036	2037	595,560.00
2037	2038	600,180.00
2038	2039	527,100.00
2039	2040	1,181,250.00
2040	2041	1,714,230.00
2041	2042	1,338,750.00

EXHIBIT D

POST-ISSUANCE TAX COMPLIANCE PROCEDURES

General

In connection with the issuance of the Bonds, the District will execute a federal tax certificate (the “**Tax Certificate**”) that describes the requirements and provisions of the Code that must be followed in order to maintain the tax exempt status of interest on such bonds. In addition, the Tax Certificate will contain the reasonable expectations of the District at the time of issuance of the Bonds with respect to the use of the gross proceeds of such bonds and the assets to be financed or refinanced with the proceeds thereof. These Procedures supplement and support the covenants and representations made by the District in the Tax Certificate related to the Bonds. In order to comply with the covenants and representations set forth in the Bond documents and in the Tax Certificate, the District tracks and monitors the actual use of the proceeds of the Bonds, the investment and expenditure of the Bond proceeds and the assets financed or refinanced with the proceeds of such bonds over their life.

Designation of Responsible Person

The Clerk of the District shall maintain an inventory of Bonds and assets financed which contains the pertinent data to satisfy the District’s monitoring responsibilities. Any transfer, sale or other disposition of bond-financed assets must be reviewed and approved by the Clerk of the District.

Post-Issuance Compliance Requirements

External Advisors/Documentation

The District shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the Bond issuance process to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for tax-exempt status. Those requirements and procedures shall be documented in the Tax Certificate and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The District also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with future contracts with respect to the use of Bond-financed or refinanced assets.

The District shall train and employ or otherwise engage expert advisors (a “**Rebate Analyst**”) to assist in the calculation of arbitrage rebate payable in respect of the investment of

Bonds proceeds, unless the Tax Certificate documents that arbitrage rebate will not be applicable to the Bonds.

Unless otherwise provided by the resolution or other authorizing documents relating to the Bonds, unexpended Bond proceeds shall be held in a segregated account by a trustee, and the investment of Bond proceeds shall be managed by the District. The District shall prepare (or cause the trustee to prepare) regular, periodic statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

Unless the Tax Certificate documents that arbitrage rebate will not be applicable to the Bonds, the District shall be responsible for:

- engaging the services of a Rebate Analyst and, prior to each rebate calculation date, causing the trustee or other account holder to deliver periodic statements concerning the investment of Bond proceeds to the Rebate Analyst;
- providing to the Rebate Analyst additional documents and information reasonably requested by the Rebate Analyst;
- monitoring efforts of the Rebate Analyst;
- assuring payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond is redeemed;
- during the construction period of each capital project financed in whole or in part by the Bonds, monitoring the investment and expenditure of Bond proceeds and consulting with the Rebate Analyst to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds; and
- retaining copies of all arbitrage reports and account statements as described below under “Record Keeping Requirements”.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above (unless the Tax Certificate documents that arbitrage rebate will not be applicable to an issue of the Bonds).

Use of Bond Proceeds and Bond-Financed or Refinanced Assets:

The District shall be responsible for:

- monitoring the use of Bond proceeds and the use of Bond-financed or refinanced assets (e.g., facilities, furnishings or equipment) throughout the term of the bonds to ensure compliance with covenants and restrictions set forth in the Tax Certificate;
- maintaining records identifying the assets or portion of assets that are financed or refinanced with proceeds of the bonds, including a final allocation of Bond proceeds as described below under “Record Keeping Requirements”;
- consulting with bond counsel and other legal counsel and advisers in the review of any contracts or arrangements involving use of Bond-financed or refinanced assets to ensure compliance with all covenants and restrictions set forth in the Tax Certificate;
- maintaining records for any contracts or arrangements involving the use of Bond-financed or refinanced assets as described below under “Record Keeping Requirements”;
- conferring at least annually with personnel responsible for Bond-financed or refinanced assets to identify and discuss any existing or planned use of Bond-financed or refinanced assets, to ensure that those uses are consistent with all covenants and restrictions set forth in the Tax Certificate; and
- to the extent that the District discovers that any applicable tax restrictions regarding use of Bond proceeds and bond-financed or refinanced assets will or may be violated, consulting promptly with Bond counsel and other legal counsel and advisers to determine a course of action to remediate all nonqualified bonds, if such counsel advises that a remedial action is necessary.

The District, in the Tax Certificate and/or other documents finalized at or before the issuance of the Bonds, has agreed to undertake the tasks listed above.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirement

The District shall be responsible for maintaining the following documents for the term of the Bonds (including refunding bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the District at or in connection with closing of the issue of the Bonds, including any elections made by the District in connection therewith;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, draw requests for Bond proceeds and evidence as to the amount and date for each draw down of Bond proceeds, as well as documents relating to costs paid or reimbursed with Bond proceeds and records identifying

the assets or portion of assets that are financed or refinanced with Bond proceeds, including a final allocation of Bond proceeds;

- a copy of all contracts and arrangements involving the use of Bond-financed or refinanced assets;
- copies of all trustee statements and reports, including arbitrage reports, prepared with respect to District bonds; and
- a copy of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements, in connection with any investment agreements, and copies of all bidding documents, if any.

EXHIBIT E

FINAL NUMBERS

	Capital Appreciation Bonds 02/01/2039 4.59%	Capital Appreciation Bonds 02/01/2040 4.66%	Capital Appreciation Bonds 02/01/2041 4.69%	Capital Appreciation Bonds 02/01/2042 4.72%	Capital Appreciation Bonds 02/01/2043 4.77%
Date					
06/14/2023	2,459.85	2,324.10	2,208.05	2,096.50	1,981.85
08/01/2023	2,474.45	2,338.10	2,221.45	2,109.35	1,994.10
02/01/2024	2,531.25	2,392.60	2,273.55	2,159.10	2,041.65
08/01/2024	2,589.35	2,448.35	2,326.85	2,210.05	2,090.35
02/01/2025	2,648.75	2,505.40	2,381.40	2,262.20	2,140.20
08/01/2025	2,709.55	2,563.75	2,437.25	2,315.60	2,191.25
02/01/2026	2,771.75	2,623.50	2,494.40	2,370.25	2,243.50
08/01/2026	2,835.35	2,684.65	2,552.90	2,426.20	2,297.05
02/01/2027	2,900.40	2,747.20	2,612.75	2,483.45	2,351.80
08/01/2027	2,967.00	2,811.20	2,674.05	2,542.05	2,407.90
02/01/2028	3,035.10	2,876.70	2,736.75	2,602.05	2,465.35
08/01/2028	3,104.75	2,943.75	2,800.90	2,663.45	2,524.15
02/01/2029	3,176.00	3,012.30	2,866.60	2,726.35	2,584.35
08/01/2029	3,248.85	3,082.50	2,933.80	2,790.65	2,645.95
02/01/2030	3,323.45	3,154.35	3,002.60	2,856.55	2,709.10
08/01/2030	3,399.70	3,227.85	3,073.05	2,923.95	2,773.70
02/01/2031	3,477.75	3,303.05	3,145.10	2,992.95	2,839.85
08/01/2031	3,557.55	3,380.00	3,218.85	3,063.60	2,907.55
02/01/2032	3,639.20	3,458.75	3,294.35	3,135.90	2,976.90
08/01/2032	3,722.70	3,539.35	3,371.60	3,209.90	3,047.90
02/01/2033	3,808.15	3,621.80	3,450.65	3,285.65	3,120.60
08/01/2033	3,895.55	3,706.20	3,531.55	3,363.20	3,195.05
02/01/2034	3,984.95	3,792.55	3,614.40	3,442.55	3,271.25
08/01/2034	4,076.40	3,880.90	3,699.15	3,523.80	3,349.25
02/01/2035	4,169.95	3,971.35	3,785.90	3,606.95	3,429.15
08/01/2035	4,265.65	4,063.90	3,874.65	3,692.10	3,510.95
02/01/2036	4,363.55	4,158.55	3,965.55	3,779.25	3,594.65
08/01/2036	4,463.70	4,255.45	4,058.50	3,868.40	3,680.40
02/01/2037	4,566.15	4,354.60	4,153.70	3,959.70	3,768.20
08/01/2037	4,670.95	4,456.10	4,251.10	4,053.15	3,858.05
02/01/2038	4,778.15	4,559.90	4,350.80	4,148.85	3,950.05
08/01/2038	4,887.80	4,666.15	4,452.80	4,246.75	4,044.25
02/01/2039	5,000.00	4,774.85	4,557.25	4,346.95	4,140.75
08/01/2039		4,886.15	4,664.10	4,449.55	4,239.50
02/01/2040		5,000.00	4,773.45	4,554.55	4,340.60
08/01/2040			4,885.40	4,662.05	4,444.10
02/01/2041			5,000.00	4,772.05	4,550.10
08/01/2041				4,884.70	4,658.65
02/01/2042				5,000.00	4,769.75
08/01/2042					4,883.50
02/01/2043					5,000.00

**CERTIFICATION OF MINUTES
RELATING TO
CERTIFICATES OF PARTICIPATION, SERIES 2023A**

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 108
(CENTRAL PUBLIC SCHOOLS)
NORWOOD YOUNG AMERICA, MINNESOTA

BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A regular meeting held on May 22, 2023, at 6:00 o'clock p.m., held in the Central Elementary School Media Center.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION RELATING TO SCHOOL DISTRICT
PROPERTY AND EQUIPMENT AND THE FINANCING
THEREOF; A LEASE-PURCHASE FINANCING AND
CERTIFICATES OF PARTICIPATION, SERIES 2023A;
AUTHORIZING THE ISSUANCE, DETERMINING THE
FORM AND DETAILS, RATIFYING THE AWARD OF THE
SALE, AND AUTHORIZING THE EXECUTION,
DELIVERY, AND REGISTRATION**

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer this ____ day of May, 2023.

School District Clerk

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO SCHOOL DISTRICT PROPERTY AND EQUIPMENT AND THE FINANCING THEREOF; A LEASE-PURCHASE FINANCING AND CERTIFICATES OF PARTICIPATION, SERIES 2023A; AUTHORIZING THE ISSUANCE, DETERMINING THE FORM AND DETAILS, RATIFYING THE AWARD OF THE SALE, AND AUTHORIZING THE EXECUTION, DELIVERY, AND REGISTRATION

BE IT RESOLVED by the School Board (the “Board”) of Independent School District No. 108 (Central Public Schools), Minnesota (the “District”), as follows:

Section 1. Authorization. By Resolution duly adopted on February 27, 2023 (the “Parameters Resolution”), this Board found it in the best interest of the District to enter into a Lease-Purchase Agreement (the “Lease”) and issue certificate of participation therein (the “Certificates”) for the purpose of (i) financing the acquisition, installment and improvement of technology infrastructure and equipment including network cabling, fiber connections, wireless access points, network switches and data racks (the “Leased Property”), and (ii) financing the costs of issuing the Lease and Certificates. The District is authorized by Minnesota Statutes, Section 465.71, to enter into lease-purchase agreements for the purpose of financing real and personal property. Pursuant to Minnesota Statutes, Section 465.71, this Board hereby further finds and authorizes the execution and delivery of the Lease and the creation of the Certificates therein for the purposes of financing the Leased Property and other authorized costs.

Section 2. Award Authorization; Ratification of Sale. On May 17, 2023, the District received a proposal from Robert W. Baird & Co., Incorporated (the “Purchaser”) to purchase the Certificates, in an aggregate principal amount of \$1,140,000 at a purchase price of \$1,240,502.85 plus accrued interest on all Certificates to the day of delivery and payment and a true interest cost of 3.702% per annum. Pursuant to the authority granted in the Parameters Resolution, the authorized officers of the District approved and executed a Certificate Purchase Agreement (the “Purchase Agreement”) for the sale of the Certificates to the Purchaser. The terms of the sale and the execution of the Purchase Agreement being in compliance with the parameters set forth in the Parameters Resolution, this Board hereby ratifies such action in all respects and authorizes the issuance of the Certificates in the aggregate principal amount of \$1,140,000 on the further terms and conditions set forth herein.

Section 3. Financing Documents. The following documents have been prepared and are on file in the office of the Business Manager:

(a) a Lease-Purchase Agreement, dated as of June 1, 2023 (the “Lease”), between U.S. Bank Trust Company, National Association, as lessor (the “Trustee”), and the District, as lessee; and

(b) a Trust Agreement (the “Trust Agreement”), dated as of June 1, 2023, between the District and the Trustee.

The forms of such documents (collectively, the “Documents”) are hereby approved, with such changes (including to the dated date described above), insertions and additions as are deemed appropriate by the parties and approved by counsel to the District, Kutak Rock LLP.

Section 4. Execution. Upon completion of the Documents and the execution thereof by the other parties thereto, the Chair and Clerk of the District, or other designated signatories acting on their behalf, are hereby authorized to execute and deliver the Documents on behalf of the District. The Chair and Clerk (or their designated signatories acting on their behalf, or in the case of the IRS Form 8038-G, the Business Manager individually) are hereby further authorized to execute, on behalf of the District, such other contracts, certifications, documents or instruments as counsel to the District or the Trustee shall require (including the Continuing Disclosure Certificate), and all certifications, recitals, warranties and representations therein and in the Documents shall constitute the certifications, recitals, warranties and representations of the District. Execution of any contract, certification, document or instrument by one or more appropriate officers of the District will constitute and be deemed conclusive evidence of the approval and authorization by the District and the Board of the contract, certification, document or instrument so executed. Without limiting the generality of the foregoing, in the absence or other unavailability of the Chair, any document authorized in this resolution to be executed by the Chair may be executed by the Vice Chair or the Acting Chair, and, in the absence or other unavailability of the Clerk, any document authorized in this resolution to be executed by the Clerk may be executed by the Acting Clerk.

Section 5. Payment of Rental Payments; Nature of District’s Obligations. Subject to the provisions of the Lease, the District shall pay to the Trustee promptly when due, all of the Rental Payments (as defined in the Lease) and other amounts required by the Lease. The Lease and the obligations of the District thereunder will be special, limited obligations of the District payable solely from funds of the District legally appropriated for such purpose in the annual budget of the District; provided, however, that the District shall not be obligated to make any such appropriation. The full faith and credit and ability of the District to levy ad valorem taxes without limitation as to rate or amount are not pledged to the payment of the Lease or any obligation of the District thereunder.

Section 6. Issuance of Certificates. Upon all acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Documents and the Certificates, the Trustee shall be directed forthwith to issue the Certificates in the form and upon the terms set forth in the Trust Agreement. The Chair and Clerk, or other designated signatories acting on their behalf, are hereby authorized to approve the final terms of the Certificates, which approval shall be conclusively evidenced by the execution of the Trust Agreement by said officers, and the District shall deliver to the Trustee such documents as are required by the Trust Agreement. The Certificates will be prepared, executed and delivered as prescribed in the Trust Agreement for delivery to or for the benefit of the Purchaser or the registered owners of the Certificates. The

Trustee is hereby appointed authenticating agent with respect to the Certificates and paying agent for the Certificates, pursuant to the Trust Agreement.

Section 7. Official Statement; Ratification of Prior Actions Taken. The Preliminary Official Statement dated May 9, 2023 and the Final Official Statement dated May 17, 2023, each relating to the Certificates, prepared and distributed on behalf of the District by the Purchaser, together with any necessary amendments or supplements to be prepared hereafter, are hereby approved, and all actions heretofore taken with respect thereto are ratified. The Chair and Clerk, or other designated signatories acting on their behalf, or any one of the same, are authorized and hereby directed to sign such certifications as may be necessary with respect to the completeness and accuracy of the Preliminary Official Statement and Official Statement. All actions heretofore taken by District officers and staff, or by others acting on behalf of the District, with respect to the acquisition of the Leased Property, the structuring of the financing, the marketing and sale of the Certificates, the preparation of Documents and the consummation of the transaction contemplated by the Documents and this resolution, including but not limited to the engagement of third-party advisors and counsel, are hereby ratified and approved in full.

Section 8. Tax Covenants and Arbitrage Matters.

(a) Covenant. The District covenants and agrees with the owners from time to time of the Certificates that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest component of the Lease Payments payable under the Lease and received by the registered owners of the Certificates to become subject to taxation under the Internal Revenue Code of 1986 (the “Code”) and any regulations issued thereunder (the “Regulations”), in effect at the time of such action, and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within their powers which may be necessary to ensure that the interest component of the Lease Payments payable under the Lease and received by the registered owners of the Certificates will not become subject to taxation under the Code and the Regulations, as presently existing or as hereafter amended and made applicable to the Lease and Certificates. So long as the Lease and Certificates are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the Lease Property which would cause the Lease and Certificates to be considered a “private activity bond” or “private loan bond” pursuant to the provisions of Section 141 of the Code.

(b) Arbitrage Certification. The Chair and Clerk, or their respective authorized designees, being the officers of the District charged with the responsibility for issuing the Lease and Certificates pursuant to this resolution, are authorized and hereby directed to execute and deliver a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Lease and Certificates which make it reasonable to expect that the proceeds of the Lease and Certificates will not be used in a manner that would cause the Lease and Certificates to be an arbitrage bond within the meaning of the Code and the Regulations.

(c) Arbitrage Rebate. The District acknowledges that the Lease and Certificates are subject to the rebate requirements of Section 148(f) of the Code. The District covenants and agrees to retain such records, make such determinations, file such reports and documents and pay such amounts at such times as are required under Section 148(f) and applicable Regulations to preserve

the exclusion of interest on the Lease and Certificates from gross income for federal income tax purposes, unless the Lease and Certificates qualify for an exception from the rebate requirement pursuant to one of the exceptions set forth in the Code and the Regulations.

Section 9. Continuing Disclosure. The Board (a) authorizes and directs Chair and the Clerk or any District officer to execute and deliver, on the date of the issuance of the Certificates, a continuing disclosure certificate (the “Continuing Disclosure Certificate”) in substantially such form as attached to the Official Statement, which satisfies the requirements of Rule 15c2-12 and is acceptable to the Purchaser and counsel to the District and (b) covenants that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. A description of this undertaking is set forth in the Official Statement. Notwithstanding any other provisions of this Resolution or the Continuing Disclosure Certificate, failure of the District to comply with the Continuing Disclosure Certificate will not be considered a default under this Resolution, the Trust Agreement or the Lease and the sole remedy under this section in the event of any failure of the District to comply with this section will be an action to compel performance. The provisions of the Continuing Disclosure Certificate are incorporated herein as though fully specified in this paragraph.

Section 10. Authorization of Officers. Without in any way limiting the power, authority, or discretion elsewhere herein granted or delegated, the Board hereby (a) authorizes and directs each officer, employee and agent of the District to carry out, or cause to be carried out, and to perform such obligations of the District and such other actions as they, or any one of them shall consider necessary, advisable, desirable, or appropriate in connection with this Resolution or the Lease and the issuance and delivery of the Certificates, including, without limitation and whenever applicable, the execution and delivery thereof and of all other related documents, instruments, certificates, and opinions; and (b) delegates to each such officer, employee and agent the right, power, and authority to exercise her or his own independent judgment and absolute discretion in determining and finalizing the terms, provisions, form and contents of each of the foregoing. The execution and delivery by any such officer, employee or agent of the District of any such documents, instruments, certifications, and opinions, or the doing by them of any act in connection with any of the matters which are the subject of this Resolution, shall constitute conclusive evidence of both the District’s and their approval of all changes, modifications, amendments, revisions, and alterations made therein, and shall conclusively establish their absolute, unconditional, and irrevocable authority with respect thereto from the District and the authorization, approval, and ratification by the District of the documents, instruments, certifications, and opinions so executed and the action so taken.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.