

Agenda

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Mission Statement "Educate and inspire all learners to reach their full potential."**
4. **Adoption of Agenda**
5. **Recognitions**
 - Congratulations to Jenny Swankier. She received the 2022 Minnesota Indian Education Association Liaison of the year. for over 12 years of service as an Indian home school liaison and advocate. Jenny was not only recognized for her years of service, but also for her dedication to her students and families along with the community she serves.
 - Congratulations to Trey Flowers for receiving the 2022-2023 Minnesota Indian Education Association ambassador title. He will serve as this year's youth representative for MIEA.
 - Congratulations to the Ojibwe quiz bowl team for winning 3rd place in the Minnesota Indian Education Association competition.
6. **Audience Recognition**
7. **Facilities Maintenance and Tax Abatement Bonds**
 - 7.1. Ehlers presents Sale Day Report for Facilities Maintenance and Tax Abatement Bonds
 - 7.2. Approve Resolution Awarding the Sale of Facilities Maintenance and Tax Abatement Bonds
8. **Consent items**
 - 8.1. Approve minutes from the regular meeting on March 17, 2022
 - 8.2. Approve the March Treasurer's Report and Bills
 - 8.3. Approve Sam Green as a volunteer
 - 8.4. Approve an overnight field trip for the Supermileage team May 6-10 to their competition in Brainerd.
 - 8.5. Approve an overnight field trip for 6th graders to Long Lake Conservation Center on May 4-5, 2022
 - 8.6. Second reading and approval of new District Policy 723 - Form 8038-G
 - 8.7.
 - 8.8. Approve Resolution accepting gifts/donations to Northland Community Schools
RESOLUTION ACCEPTING GIFTS/DONATIONS TO NORTHLAND COMMUNITY SCHOOL
DISTRICT 118, WHEREAS THE FOLLOWING:
therefore, BE IT RESOLVED by the School Board of Northland Community School District 118, Remer, and State of Minnesota as follows: The Northland Community School District No. 118 School Board does hereby accept the following donations:
 - \$200 from the Emily, Outing & Fifty Lakes Lakes Lions for Prom

- \$50 from Northern Star Coop for prom
- \$50 from Jerry's Bar for prom

9. **Reports**

9.1. Student Leadership / Seniors Report

Presenter: Nathan Johnson

9.2. **Business Manager Report**

9.3. **Assistant Principal / Activities Director Reports**

9.4. **Principal Report**

9.5. **Early Education Report**

9.6. **Facilities Report**

9.7. **Community Education Report**

10. **Superintendent Report**

11. **New Business**

11.1. Approve Purchase of Services Agreement with Hill City for Superintendent Services

11.2. Discussion about late starts

12. **Personnel**

12.1. Approve Tandy Kibbler as Yearbook Advisor for 2021-22

12.2. Approve the hire of Lisa Barrett as fifth grade teacher for 2022-23 with a start date of August 26, 2022 at MA step 10

Hiring Committee: Janessa Green, Terri Shepard, Jen Swankier, Raina Boucher and Terri Nystrom

12.3. Approve the hire of Tristen Heller as Band Teacher for 2022-23 with a start date of August 26, 2022 at BA step 1.

Hiring committee: Mary Yakibchuk, Carol Procopio and Linda Knox

12.4. Approve the hire of Mandy Jones as school secretary at step 17 of the secretary salary schedule in the MSEA Master Agreement with a start date of April 25, 2022.

Hiring committee: Janessa Green, Terri Shepard, Kris Balvin

13. **Other school business which can legally be brought before the Board**

14. **Next Meeting Dates:**

- Work Session, May 5, 5:30 p.m.
- Regular Meeting, May 19, 5:30 p.m.

15. **Adjournment**

EXTRACT OF MINUTES OF MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 118
(NORTHLAND COMMUNITY SCHOOLS)
CASS COUNTY, MINNESOTA

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 118 (Northland Community Schools), Cass County, Minnesota, was duly held in the School District on April 21, 2022, commencing at 5:30 o'clock p.m.

The following members were present:

and the following were absent:

* * *

* * *

* * *

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION FACILITIES MAINTENANCE AND TAX ABATEMENT BONDS, SERIES 2022A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$ _____; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED by the School Board (the “Board”) of Independent School District No. 118 (Northland Community Schools), Cass County, Minnesota (the “District”), as follows:

Section 1. Findings, Determinations; Sale of Bonds.

1.01 Background. It is hereby determined that:

(a) The District is authorized by Minnesota Statutes, Sections 469.1812 to 469.1815, as amended (the “Abatement Act”), and Minnesota Statutes, Chapter 475, as amended (the “Act”) to issue general obligation tax abatement bonds.

(b) Pursuant to a resolution adopted by the Board on March 17, 2022 (the “Abatement Resolution”), following a duly noticed public hearing, the Board approved a property tax abatement (the “Abatements”) in the approximate amount of \$788,655 for certain property in the District (the “Abatement Parcels”) over a period of nine (9) years in an amount sufficient to provide financing for the construction of and improvements to parking lots at various sites in the District, and related financing costs (the “Abatement Project”).

(c) In the Abatement Resolution, the District found and determined that the Abatement Project benefits the Abatement Parcels, that the Abatement Project will provide access to services for residents in the District, and that the maximum principal amount of bonds to be secured by Abatements does not exceed the estimated sum of Abatements from the Abatement Parcels for the term authorized under the Abatement Resolution.

(d) The District is authorized under the provisions of the Act and Minnesota Statutes, Section 123B.595, as amended, (“Section 123B.595”) to issue general obligation facilities maintenance bonds for the purpose of financing certain facilities and site maintenance projects approved by the Minnesota Commissioner of Education (the “Commissioner”).

(e) On March 17, 2022, the Board approved a resolution (the “Intent Resolution”) stating the intention of the school board to issue its general obligation bonds and declaring that the bonds to be issued would consist of a Facilities Maintenance Portion and a Tax Abatement Portion.

(f) The Facilities Maintenance Portion consists of facilities maintenance bonds in the aggregate principal of approximately \$500,000 which shall be issued pursuant to the Act and Section 123B.595. The Facilities Maintenance Portion of the bonds will be used to fund the costs of certain facilities and site maintenance projects included in the District’s ten-year facility plan approved by the Commissioner of Education, (the “Facilities Maintenance Project”).

(g) The Tax Abatement Portion shall consist of general obligation tax abatement bonds issued pursuant to the Abatement Act and the Act in the aggregate principal amount of approximately \$650,000.

(h) Pursuant to the Intent Resolution, the Board designated the bonds as the “General Obligation Facilities Maintenance and Tax Abatement Bonds, Series 2022A” (the “Bonds”). The Bonds shall be issued in the aggregate maximum principal amount of \$1,150,000 to finance the Facilities Maintenance Project and the Abatement Project (collectively, the “Project”).

(i) Pursuant to the Intent Resolution, the District covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, which provides for payment by the State of Minnesota in the event of a potential default of a school district obligation. The District understands that as a result of its covenant to be bound by said provisions, these provisions shall be binding as long as the Bonds remain outstanding.

(j) The District is authorized by Section 475.60, subdivision 2(9), of the Act to sell the Bonds other than pursuant to a competitive sale because the District has retained Ehlers and Associates, Inc. (the “Municipal Advisor”) to be the District’s independent municipal advisor in connection with the sale of the Bonds. The actions of the District staff and the Municipal Advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ [, as syndicate manager] (the “Purchaser”), to purchase the Bonds of the District is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$ _____ (par amount of the Bonds of \$ _____, plus original issue premium of \$ _____, less original issue discount of \$ _____, less an underwriter’s discount of \$ _____), plus accrued interest, if any, to date of delivery for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2023	0.00%	2030	0.00%
2024	0.00%	2031	0.00%
2025	0.00%	2032	0.00%
2026	0.00%	2033	0.00%
2027	0.00%	2034	0.00%
2028	0.00%	2035	0.00%
2029	0.00%		

True interest cost: _____%

1.03. Purchase Contract. The execution and delivery of a Proposal Form, dated as of April 21, 2022 (the “Purchase Agreement”), between the District and the Purchaser, is hereby ratified and confirmed in the form set forth in EXHIBIT A to this resolution (the “Resolution”). The Bonds shall be issued and delivered in accordance with the terms and conditions of the Purchase Agreement and this Resolution. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Construction Fund hereinafter created, as determined by the Treasurer in consultation with the Municipal Advisor. The Treasurer is directed to receive and retain the good faith payment of the Purchaser, pending completion of the sale of the Bonds.

1.04. Terms and Principal Amounts of the Bonds. The District shall forthwith issue and sell the Bonds pursuant to the Act, in the total principal amount of \$ _____, originally dated May __, 2022, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1 upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

Year	Amount	Year	Amount
2023	\$0.00	2030	\$0.00
2024	\$0.00	2031	\$0.00
2025	\$0.00	2032	\$0.00
2026	\$0.00	2033	\$0.00
2027	\$0.00	2034	\$0.00
2028	\$0.00	2035	\$0.00
2029	\$0.00		

(a) \$_____ of the principal amount of the Bonds, constituting the Tax Abatement Portion, maturing on February 1 in the years and in the amounts set forth below, are being used to finance the Abatement Project:

Year	Amount	Year	Amount
2024	\$0.00	2029	\$0.00
2025	\$0.00	2030	\$0.00
2026	\$0.00	2031	\$0.00
2027	\$0.00	2032	\$0.00
2028	\$0.00		

(b) The remainder of the Bonds in the principal amount of, \$_____ constituting the Facilities Maintenance Portion, maturing on February 1 in the years and in the amounts set forth below, are being used to finance the Facilities Maintenance Project:

Year	Amount	Year	Amount
2023	\$0.00	2030	\$0.00
2024	\$0.00	2031	\$0.00
2025	\$0.00	2032	\$0.00
2026	\$0.00	2033	\$0.00
2027	\$0.00	2034	\$0.00
2028	\$0.00	2035	\$0.00
2029	\$0.00		

1.05. Schedule of Maturities. The schedule of maturities satisfies the requirements of Section 475.54, subdivision 1 of the Act.

1.06. 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. If less than all Bonds of a maturity are called for optional redemption, the District shall notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the date of optional redemption.

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds shall be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond shall be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond shall be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond shall be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing February 1, 2023, to the registered owners of record thereof as of the close of business on the fifteenth day immediately preceding each interest payment date, whether or not such day is a business day.

2.03. Registration. The District shall appoint a bond registrar (the “Registrar”), authenticating agent (the “Authenticating Agent”), and paying agent (the “Paying Agent”). Except as specifically provided otherwise in Section 7 hereof, the effect of registration and the rights and duties of the District and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register (the “Bond Register”) in which the Registrar provides 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 a 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 the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When 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. Bonds surrendered upon transfer or exchange shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the District.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the 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 a Bond is registered in the Bond Register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon

the owner's order shall be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

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

(h) Mutilated, Lost, Stolen, or Destroyed Bonds. If a Bond becomes mutilated or is 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 the mutilated Bond or in lieu of and in substitution for any 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 evidence satisfactory to it that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance, and amount satisfactory to it and as provided by law, in which both the District and the Registrar must be named as obligees. Bonds so surrendered to the Registrar shall be cancelled by the Registrar and evidence of such cancellation must be given to the District. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in whole in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed shall be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the Bond Register and, if publication of the notice of redemption is required by law, by publishing the notice of redemption as required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, shall not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption shall cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar, Paying Agent, and Authenticating Agent. The District appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. The Board Chair and the Clerk are authorized to execute and deliver, on behalf of the District, a contract with Bond Trust Services Corporation, as the initial Registrar, Paying Agent, and Authenticating Agent with respect to the Bonds. Upon merger or consolidation of the Registrar, Paying Agent, and Authenticating Agent with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar, Paying Agent, and Authenticating Agent. The District agrees to pay the reasonable and customary charges of the Registrar, Paying Agent, and Authenticating Agent for the services performed. The District reserves the right to remove the Registrar, Paying Agent, or Authenticating Agent upon thirty (30) days' notice and upon the appointment of a successor Registrar, Paying Agent, or Authenticating Agent, in which event the predecessor Registrar, Paying Agent, or Authenticating Agent must deliver all cash and Bonds in its possession to the successor Registrar, Paying Agent, or Authenticating Agent and the Registrar must deliver the Bond Register to the successor Registrar. On or before three (3) business days prior to each principal or interest due date, without further order of the Board, the Treasurer must transmit to the Paying Agent money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication, and Delivery. The Bonds shall be prepared under the direction of the Clerk and executed on behalf of the District by the signatures of the Board Chair and the Clerk, provided that those signatures may be printed, engraved, or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery

of a Bond, that signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond shall not 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 the Bond has been duly executed by the manual signature of an authorized representative of the Authenticating Agent. Certificates of authentication on different Bonds need not be signed by the same representative of the Authenticating Agent. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this Resolution. When the Bonds have been so prepared, executed, and authenticated the Clerk shall deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds shall be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The Clerk is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and cause the opinion to accompany each Bond.

Section 4. Payment; Security; Funds; Pledges and Covenants.

4.01. Debt Service Fund. [The Bonds shall be payable from the General Obligation Facilities Maintenance and Tax Abatement Bonds, Series 2022A Debt Service Fund (the “Debt Service Fund”) hereby created. The District will maintain the following accounts in the Debt Service Fund: the “Facilities Maintenance Project Account,” and the “Tax Abatement Project Account,” (collectively, the “Project Accounts”). Amounts in the Facilities Maintenance Project Account are irrevocably pledged to the Facilities Maintenance Portion of the Bonds, and the amounts in the Tax Abatement Project Account are irrevocably pledged to the Tax Abatement Portion of the Bonds.

(a) Facilities Maintenance Project Account. Proceeds of ad valorem taxes hereinafter levied for the payment of the debt service on the Facilities Maintenance Portion of the Bonds are hereby pledged to the Facilities Maintenance Project Account of the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Facilities Maintenance Portion of the Bonds shall be deposited in the Facilities Maintenance Project Account of the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There is appropriated to the Facilities Maintenance Project Account of the Debt Service Fund amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

(b) Tax Abatement Project Account. Proceeds of Abatements from the Abatement Parcels hereinafter levied for the payment of the debt service on the Tax Abatement Portion of the Bonds are hereby pledged to the Tax Abatement Project Account of the Debt Service Fund. The amounts to be applied to pay the principal of and interest on the Tax Abatement Portion of the Bonds shall be deposited in the Tax Abatement Project Account of the Debt Service Fund at least three (3) business days prior to each respective interest payment date and principal payment date. There is appropriated to the Tax Abatement Project Account of the Debt Service Fund amounts over the minimum purchase price of the Bonds paid by the Purchaser to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof.

4.02. Construction Fund. The District hereby creates the General Obligation Facilities Maintenance and Tax Abatement Bonds, Series 2022A Construction Fund (the “Construction Fund”). The District will maintain the following accounts in the Construction Fund: the “Facilities Maintenance Project Account,” and the “Tax Abatement Project Account.”

(a) Facilities Maintenance Project Account. Proceeds of the Facilities Maintenance Portion of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and the appropriation, if any, of any portion of the Facilities Maintenance Portion of the Bonds made in accordance with Section 4.01 hereof) shall be deposited in the Facilities Maintenance Project Account of the Construction Fund and used solely to pay costs of the Facilities Maintenance Project. Any balance remaining in the Facilities Maintenance Project Account of the Construction Fund after completion of the Facilities Maintenance Project may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Facilities Maintenance Portion of Bonds for such new use and purpose, or credited to the Facilities Maintenance Project Account of the Debt Service Fund or other District debt service fund, all in accordance with Section 475.65 of the Act.

(b) Tax Abatement Project Account. Proceeds of the Tax Abatement Portion of the Bonds (reduced by the appropriation made in accordance with Section 5.04 to pay costs of issuance and reduced by the appropriation, if any, of any portion of the Tax Abatement Portion of the Bonds made in Section 4.01 hereof) shall be deposited in the Tax Abatement Project Account of the Construction Fund to be used solely to pay costs of the Abatement Project. Any balance remaining in the Tax Abatement Project Account of the Construction Fund after completion of the Abatement Project may be used for any other public use authorized by law and approved by resolution adopted or vote taken in the manner required to authorize the application of the proceeds of the Tax Abatement Portion of the Bonds for such new use and purpose, or credited to the Tax Abatement Project Account of the Debt Service Fund or other District debt service fund, all in accordance with Section 475.65 of the Act.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith and credit and taxing powers of the District are hereby irrevocably pledged. If a payment of principal of or interest on the Bonds becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Treasurer must pay such principal or interest from the general fund of the District, and the general fund shall be reimbursed for those advances out of the proceeds of the Taxes (as hereinafter defined) levied herein, when collected.

4.04. Pledge of Taxes.

(a) Facilities Maintenance Portion. For the purpose of paying the principal of and interest on the Facilities Maintenance Portion of the Bonds, there are levied direct annual irrevocable ad valorem taxes (the “Taxes”) upon all of the taxable property in the District, to be spread upon the tax rolls and collected with and as part of other general taxes of the District. The Taxes shall be credited to the applicable Facilities Maintenance Project Account of the Debt Service Fund above provided and shall be levied in the years and amounts attached hereto as EXHIBIT C to this Resolution, and, in the event the Taxes so levied are ever insufficient to pay the principal of and interest on the Facilities Maintenance Portion of the Bonds, additional Taxes are hereby authorized to be levied without limitation as to rate or amount. Said tax levies shall be irrevocable as long as any of these 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 permitted by the Act (specifically, Section 475.61 of the Act).

(b) Tax Abatement Portion. It is determined that tax abatement revenues shall produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest on the Tax Abatement Portion of the Bonds and that no tax levy is needed at this time. In the event of any deficiency of tax abatements pledged, additional Taxes shall be levied on all taxable property in the District, which taxes may be levied without limitation as to rate or amount. Said tax levies shall be irrevocable as long as any of the Abatement Portion 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 permitted by the Act (specifically, Section 475.61 of the Act).

4.05. Debt Service Coverage. It is determined that the estimated collection of tax abatement revenues and Taxes levied in accordance with Section 4.04 hereof shall produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies herein provided shall be irrevocable until all of the Bonds are paid, provided that at the time the District makes its annual tax levies the Treasurer may certify to the County Auditor/Treasurer of Cass County, Minnesota (the "County Auditor") that the District made an irrevocable appropriation of a specified amount to the Debt Service Fund of money actually on hand or if there is on hand any excess amount in the Debt Service Fund and the County Auditor shall reduce by the amount so certified the amount otherwise to be included in the rolls next thereafter prepared.

4.06. Registration of Resolution. The Clerk is authorized and directed to file a certified copy of this Resolution with the County Auditor and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Authentication of Transcript.

5.01. District Proceedings and Records. The officers of the District are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other certificates, affidavits, and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, shall be deemed representations of the District as to the facts stated therein.

5.02. Certification as to Official Statement. The Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, are authorized and directed to certify that they have examined the final Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the final Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the final Official Statement and further that said final Official Statement did not (as of the date of the final Official Statement) and does not contain any untrue statement of a material fact or omit to state a material fact which should be included therein for the purpose for which the final Official Statement is to be used, or which is necessary in order to make the statements made therein, in light of the circumstances under which they are made, not misleading.

5.03. Other Certificates. The Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the District or incumbency of its officers, at the closing the Board Chair, the Clerk, and the Treasurer shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Treasurer shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

5.04. Payment of Costs of Issuance. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Wells Fargo Bank, National Association on the closing date for further distribution as directed by the Municipal Advisor.

5.05. Electronic Signatures. The electronic signatures of the Board Chair, the Clerk, and the Treasurer, or any of their authorized designees, to this Resolution and any document or certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the District thereto. For purposes hereof, (i) “electronic signature” means a manually signed original signature that is then transmitted by electronic means; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The District shall comply with all the necessary requirements and take all necessary actions (or decline to take prohibited actions) to ensure that interest on the Bonds shall not be includable in gross income for federal income tax purposes under Section 103 and Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), and applicable Treasury Regulations promulgated thereunder (the “Regulations”). The District covenants and agrees with the holders from time to time of the Bonds that it shall not take or permit to be taken by any of its officers, employees, or agents any action which would cause the interest on the Bonds to become subject to federal income taxation under the Code and the Regulations, in effect at the time of such actions, and that it shall take or cause its officers, employees, or agents to take all affirmative action within their powers that may be necessary to ensure that such interest shall not become includable in gross income for federal income tax purposes under the Code and applicable Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

6.02. Continuing Requirements. The District shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code including, without limitation, requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States. The Board Chair, the Clerk, and the Treasurer, being 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 “gross 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. 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 Bonds from gross income for federal income tax purposes, unless the Bonds qualify for an exception from the rebate requirement in accordance with one of the spending exceptions set forth in Section 1.148-7 of the Regulations. The District shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

6.03. Not Private Activity Bonds. The District further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be determined to constitute “private activity bonds,” within the meaning of Sections 103 and 141 through 150 of the Code and the applicable Regulations promulgated thereunder.

6.04. Qualified Tax-Exempt Obligations. The District hereby designates the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the District makes the following factual statements and representations:

- (a) the Bonds are not “private activity bonds” as defined in Section 141 of the Code;
- (b) the District designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;
- (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which shall be issued by the District (and all subordinate entities of the District) during calendar year 2022 shall not exceed \$10,000,000; and
- (d) not more than \$10,000,000 of obligations issued by the District during calendar year 2022 shall be designated for purposes of Section 265(b)(3) of the Code.

Section 7. Book-Entry System; Limited Obligation of District.

7.01. DTC. The Bonds shall be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond shall be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds shall be registered in the Bond Register in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the District, the Registrar, and the Paying Agent shall have no responsibility or obligation to any broker-dealers, banks, and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds; (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption; or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The District, the Registrar, and the Paying Agent may treat and consider the person in whose name each Bond is registered in the Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent shall pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments shall be valid and effectual to fully satisfy and discharge the District’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the Bond Register, shall receive a certificated Bond evidencing the obligation of this Resolution. Upon delivery by DTC to the Clerk of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” shall refer to such new nominee of DTC; and upon receipt of such a notice, the Clerk shall promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The District has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of,

premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the District with respect to the Bonds shall agree to take all action necessary for all representations of the District in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the District, by resolution of the Board, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the District shall notify DTC, whereupon DTC shall notify the Participants, of the availability through DTC of Bond certificates. In such event the District shall issue, transfer, and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the District and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the District shall issue and the Registrar shall authenticate Bond certificates in accordance with this resolution and the provisions hereof shall apply to the transfer, exchange, and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this Resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond shall be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. For purposes of this Section, "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Board Chair and Clerk and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. District Compliance with Provisions of Continuing Disclosure Certificate. The District hereby covenants and agrees to comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder 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 section.

Section 9. Defeasance. When all of the Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants, and other rights granted by this resolution to the holders of the Bonds shall cease, except that the pledge of the full faith and credit of the District for the prompt and full payment of the principal of and interest on the Bonds shall remain in full force and effect. The District may discharge all 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. 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 to the date of such deposit.

(The remainder of this page is intentionally left blank.)

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 against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A
PURCHASE AGREEMENT

EXHIBIT B
FORM OF BOND

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF CASS
INDEPENDENT SCHOOL DISTRICT NO. 118
(NORTHLAND COMMUNITY SCHOOLS)

GENERAL OBLIGATION FACILITIES MAINTENANCE AND TAX ABATEMENT BONDS
SERIES 2022A

No. R-_____ \$ _____

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
0.000%	February 1, 20__	May ____, 2022	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

Independent School District No. 118 (Northland Community Schools), a duly organized and existing school district in Cass County, Minnesota (the “District”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the Principal Amount specified above, on the Maturity Date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing February 1, 2023, 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, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Registrar, Paying Agent, and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged.

The District may elect on February 1, 2030, and on any date 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 order as the District shall determine. If less than all Bonds of a maturity are called for redemption, the District shall notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC shall determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant shall then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments shall be at a price of par plus accrued interest to the optional redemption date.

This Bond is one of an issue in the aggregate principal amount of \$ _____ all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the School Board of the District (the “Board”) on April 21, 2022 (the “Resolution”), for the purpose of providing money to aid in financing: (i) certain facilities and site maintenance projects included in the District’s ten-year facility plan approved by the Commissioner of Education (the “Facilities Maintenance Portion”), and (ii) the construction of and improvements to parking lots at various sites in the District (the “Tax Abatement Portion”), pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, Minnesota Statutes, Section 123B.595, as amended, and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended. The principal hereof and interest hereon are payable in part from tax abatements collected from certain property in the District, and in part from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the District are irrevocably pledged for payment of this Bond and the Board has obligated itself to levy additional ad valorem taxes on all taxable property in the District in the event of any deficiency of tax abatements and ad valorem taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The Board has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), relating to the disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

The District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55, and to guarantee the payments of the principal of and interest on this Bond when due, pursuant to said statute.

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 shall 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.

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 this Bond 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 does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

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

IN WITNESS WHEREOF, Independent School District No. 118 (Northland Community Schools), Cass County, Minnesota, by its School Board, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Board Chair and Clerk and has caused this Bond to be dated as of the date set forth below.

Dated: May __, 2022

**INDEPENDENT SCHOOL DISTRICT NO. 118
(NORTHLAND COMMUNITY SCHOOLS), CASS
COUNTY, MINNESOTA**

(Facsimile)
Board Chair

(Facsimile)
Clerk

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By _____
Its Authorized Representative

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, 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:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STEMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

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

Name and Address: _____

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

Please insert federal identification or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
May __, 2022	Cede & Co. Federal ID #13-2555119	_____

EXHIBIT C
TAX LEVY SCHEDULE

STATE OF MINNESOTA)
)
COUNTY OF CASS) ss.
)
INDEPENDENT SCHOOL)
DISTRICT NO. 118)

I, the undersigned, being the duly qualified Clerk of Independent School District No. 118 (Northland Community Schools), Cass County, Minnesota (the “District”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the School Board of the District held on the date specified above, with the original minutes on file in my office, and the extract is a full, true, and correct copy of the minutes insofar as they relate to the issuance and sale of the District’s General Obligation Facilities Maintenance and Tax Abatement Bonds, Series 2022A, in the original aggregate principal amount of \$ _____.

WITNESS My hand officially as such Clerk this _____ day of April 2022.

Clerk of the School Board
Independent School District No. 118
(Northland Community Schools), Cass County,
Minnesota

NORTHLAND COMMUNITY SCHOOLS – ISD #118
Regular Meeting March 17, 2022
Remer, MN 56672
SUMMARY

The School Board had a Regular Meeting on March 17, 2022, at 5:30 PM at Northland High School Room C113, 316 Main St E, Remer, MN 56672. Members present: Ammerman, Knox, Nystrom, Robison, Ruyak, Seifert, and Wake

Chairman Ruyak called the meeting to order at 5:30 p.m.

1. M/S/P - Wake, Robison to adopt agenda as amended. Voting yes: all members
 2. Public Hearing to Consider Granting Property Tax Abatement
 3. Recognitions
 - Congratulations to Eddie Barron for being selected for the 2022 Sourcewell Teacher of Excellence Award.
 - Congratulations to Carla Hopkins for being selected for the 2022 Sourcewell Support Staff of Excellence award.
 4. Audience Recognition – Denise Shaw addressed the board.
 5. M/S/P – Nystrom, Knox to approve consent items. Voting yes: all members
 - Approved the minutes from the regular meeting on February 17, 2022
 - Approved Treasurer's Report and Bills for February 2022
 - Second reading and approval of revised District Policy 503 - Student Attendance
 - Approved overnight field trip for quiz bowl tournament in Detroit Lakes on March 24-25, 2022
 - Approved overnight field trip July 7-12, 2022 for UNITY (United National Indian Tribal Youth) members to Minneapolis for UNITY Conference
 - Approved overnight field trip for Ojibwe QuizBowl and Drum Groups to Minneapolis for MIEA Quiz Bowl, Powwow and Conference April 12-14, 2022
 - RESOLUTION ACCEPTING GIFTS/DONATIONS TO NORTHLAND COMMUNITY SCHOOL DISTRICT 118, WHEREAS THE FOLLOWING:therefore, BE IT RESOLVED by the School Board of Northland Community School District 118, Remer, and State of Minnesota as follows: The Northland Community School District No. 118 School Board does hereby accept the following donations:
 - \$100 for Prom from Crow Wing Power
 - \$100 from VFW Post 772 Auxiliary to the elementary library for patriotic books
 6. M/S/P – Knox, Robison to approve holding Prom off site - at Deer Haven April 23, 2022 and going to Three Bears Waterpark for After Prom (Grand March will be held at school). Voting yes: all members
 7. First reading of new District Policy - #723: Form 8038-G
 8. M/S/P – Knox, Nystrom to approve RESOLUTION RELATING TO PROPERTY TAX
- Northland Community Schools, ISD #118 School Board Minutes
March 17, 2022 - page 1

ABATEMENT FOR PARKING LOT PROJECTS; GRANTING THE ABATEMENT

Voting yes: all members

9. M/S/P – Wake, Knox to approve Revised FY23 Ten Year LTFM Plan. Voting yes: all members

BE IT RESOLVED, by the School Board of Independent School District No. 118, State of Minnesota, that they approve the district's Revised Long-Term Facilities Maintenance Plan. The Board will follow the LTFM Legislation as follows:

1. The district will maintain and implement a health and safety program that complies with regulations.

2. The district will maintain an indoor air quality management program.

3. As outlined in the LTFM plan, the district intends to use the dollars in a pay-as-you-go format. The District further covenants to comply with all procedures now or hereafter established by the Minnesota Department of Education pursuant to Minnesota Statutes, Section 123B and otherwise to take such actions as are necessary to comply with that statute. The chair, clerk or superintendent is authorized to execute any applicable Minnesota Department of Education forms

10. M/S/P – Nystrom, Robison to adopt Resolution Stating the Intention of the Board to Issue General Obligation Facilities Maintenance and Tax Abatement Bonds. Voting yes: all members
11. M/S/P – Knox, Robison to approve the hire of Chris Stoppelman as Regular Bus Driver at step one of the Bus Driver salary schedule in the master agreement with MSEA, with a start date of March 14, 2022. Voting yes: all members
12. M/S/P – Robison, Wake to accept the resignation of Robin Danielson, health para, effective March 3, 2022. Voting yes: all members
13. M/S/P – Knox, Wake to accept the resignation of Matt Alleva, Junior High Football Coach, effective March 4, 2022. Voting yes: all members
14. M/S/P – Nystrom, Seifert to accept the resignation of Marilyn Ford, District Office Para, effective March 4, 2022. Voting yes: all members
15. M/S/P – Knox, Robison to discontinue District Office Para position. Voting yes: all members
16. M/S/P – Robison, Wake to approve a change in duties and job title for Julie Erpelding from Payroll Clerk to Payroll Clerk/Bookkeeper from March 4, 2022 through June 30, 2022. Voting yes: all members
17. M/S/P – Wake, Seifert to accept the resignation of Paul Ritter, custodian, effective March 9, 2022. Voting yes: all members
18. M/S/P – Knox, Nystrom to accept the resignation of Josey Gruba, Band Teacher, effective June 3, 2022. Voting yes: all members
19. M/S/P – Robison, Knox to accept the resignation of Beth Wilson, Special Ed Teacher, effective June 3, 2022. Voting yes: all members
20. M/S/P – Wake, Nystrom to approve reduction of .33 FTE Spanish for 2022-23. Voting yes: all members
21. M/S/P – Knox, Robison to give permission to post for 1.0 FTE speech teacher. Voting yes: all members

22. M/S/P – Knox, Wake to approve addition of a 1.0 FTE SPED teacher. Voting yes: all members
23. M/S/P – Knox, Wake to approve reduction of 1.0 FTE music teacher. Voting yes: all members
24. M/S/P – Wake, Nystrom to approve addition of 1.0 FTE STEAM teacher. Voting yes: all members
25. M/S/P – Knox, Wake to approve addition of 1.0 FTE High School Intervention Teacher. Voting yes: all members
26. M/S/P – Wake, Robison to accept the resignation of Jeff Poppema, 5th grade teacher, effective June 3, 2022. Voting yes: all members
27. M/S/P – Robison, Nystrom to att .5 FTE Science for 2022-23. Voting yes: all members
28. Next Meeting Date:
 - Principal Negotiations, March 21, 2022, 3:30 p.m.
 - Regular Meeting, April 21, 2022, 5:30 p.m.
29. Correspondence
 - Desire to Negotiate - from MSEA
30. The Board went into closed session for the purpose of labor negotiation strategies at 6:38 p.m.
31. The meeting was reopened at 7:09 p.m.
32. M/S/P – Wake, Ammerman to adjourn. Voting yes: all members
33. The meeting was adjourned at 7:16 p.m.

Kristen Balvin, Recording Secretary

Linda Knox, clerk

Visitors: Mary Yakibchuk, Janessa Green, Carol Procopio, Jill Myers, Raina Boucher, Katelyn Edstrom, Greg Crow, Denise Shaw, Kyndra Johnson, McKinna McKinney, Nancy Johnson, Todd Johnson, Sid Rice, Kayleigh Horn

Adopted:
Revised:
Reviewed:

723 POST-ISSUANCE DEBT COMPLIANCE POLICY

I. PURPOSE

The School Board (the “Board”) of Independent School District No. 118 (Northland Community Schools), Minnesota (the “District”) has chosen, by policy, to take steps to help ensure that all obligations will be in compliance with all applicable federal regulations. This policy may be amended, as necessary, in the future.

II. BACKGROUND

A. IRS

The Internal Revenue Service (“IRS”) is responsible for enforcing compliance with the Internal Revenue Code (the “Code”) and regulations promulgated thereunder (“Treasury Regulations”) governing certain obligations (for example: tax-exempt obligations, Build America Bonds, Recovery Zone Development Bonds and various “Tax Credit” Bonds). The IRS encourages issuers and beneficiaries of such obligations to adopt and implement a post-issuance debt compliance policy and procedures to safeguard against post-issuance violations.

B. SEC Background

The Securities and Exchange Commission (“SEC”) is responsible for enforcing compliance with its Rule 15c2-12 (the “Rule”) of the securities act. Issuers and borrowers of municipal securities (referred to as “obligated persons”) generally have a requirement to meet specific continuing disclosure standards set forth in continuing disclosure agreements (“CDA”). Unless the issuer, obligated person, or a specific obligation is exempt from compliance with CDAs, these agreements are entered into at the time of issuance to enable underwriter(s) to comply with the Rule. The Rule sets forth certain obligations of (i) underwriters to receive, review and disseminate official statements of most primary offerings of municipal securities, (ii) underwriters to obtain CDAs from issuers and other obligated persons to provide material event disclosures and annual financial information on a continuing basis, and (iii) broker-dealers to have access to such continuing disclosures in order to make recommendations of municipal securities transactions in the secondary market. The SEC encourages issuers and obligated persons adopt and implement a post-issuance debt compliance policy and procedures to safeguard against Rule violations.

When obligations are issued, the CDA commits the issuer or obligated person to provide certain financial and statistical information and material event notices to the public. Issuers and other obligated persons may also choose to provide periodic, voluntary

financial information and filings to investors in addition to fulfilling the specific responsibilities delineated in CDAs. It is important to note that issuers and other obligated persons should not give any one investor certain information that is not readily available to all market participants by disseminating information to the marketplace, at large. Issuers and other obligated persons should be aware that any disclosure activities determined to be “communicating to the market” can be subject to regulatory scrutiny.

III. POST-ISSUANCE DEBT COMPLIANCE POLICY OBJECTIVE

The District desires to monitor these obligations to ensure compliance with the IRS Code, Treasury Regulations and the SEC Rule. To help ensure compliance, the District has developed the following policy (the “Post-Issuance Debt Compliance Policy”). The Post-Issuance Debt Compliance Policy shall apply to all obligations, including bonds, notes, loans, lease purchase contracts, lines of credit, commercial paper or any other form of debt that is subject to compliance.

IV. MANAGEMENT AND CONTROL OF DEBT COMPLIANCE

The Business Manager of the District is designated as the District’s agent who is responsible for post-issuance compliance obligations.

The Business Manager shall assemble all relevant documentation, records and activities required to ensure post-issuance debt compliance as further detailed in corresponding procedures (the “Post-Issuance Debt Compliance Procedures”). At a minimum, the Post-Issuance Debt Compliance Procedures for each qualifying obligation will address the following:

1. General Post-Issuance Compliance
2. General Recordkeeping
3. Arbitrage Yield Restriction and Rebate Recordkeeping
4. Expenditure and Asset Documentation to be Assembled and Retained
5. Miscellaneous Documentation to be Assembled and Retained
6. Additional Undertakings and Activities that Support Sections 1 through 5 above
7. Continuing Disclosure Obligations
8. Compliance with Future Requirements

The Business Manager shall apply the Post-Issuance Debt Compliance Procedures to each qualifying obligation and maintain a record of the results. Further, the Business Manager will ensure that the Post-Issuance Debt Compliance Policy and Procedures are updated on a regular and as needed basis.

The Business Manager or any other individuals responsible for assisting the Business Manager in maintaining records needed to ensure post-issuance debt compliance, are authorized to expend funds as needed to attend training or secure use of other educational resources for ensuring compliance such as consulting, publications, and compliance assistance.

Most of the provisions of this Post-Issuance Debt Compliance Policy are not applicable to taxable governmental obligations unless there is a reasonable possibility that the District may refund their taxable governmental obligation, in whole or in part, with the proceeds of a tax-exempt governmental obligation. If this refunding possibility exists, then the District shall treat the taxable governmental obligation as if such issue were an issue of tax-exempt governmental obligations and comply with the requirements of this Post-Issuance Debt Compliance Policy.

Private Activity Bonds

The District may issue tax-exempt obligations that are “private activity” bonds because either (1) the bonds finance a facility that is owned by the District but used by one or more qualified 501(c)(3) organizations, or (2) the bonds are so-called “conduit bonds”, where the proceeds are loaned to a qualified 501(c)(3) organization or another private entity that finances activities eligible for tax-exempt financing under federal law (such as certain manufacturing projects and certain affordable housing projects). Prior to the issuance of either of these types of bonds, the Business Manager shall take steps necessary to ensure that such obligations will remain in compliance with the requirements of this Post-Issuance Debt Compliance Policy.

In a case where compliance activities are reasonably within the control of a private party (i.e., a 501(c)(3) organization or conduit borrower), the Business Manager may determine that all or some portion of compliance responsibilities described in this Post-Issuance Debt Compliance Policy shall be assigned to the relevant party. In the case of conduit bonds, the conduit borrower will be assigned all compliance responsibilities other than those required to be undertaken by the District under federal law. In a case where the Business Manager is concerned about the compliance ability of a private party, the Business Manager may require that a trustee or other independent third party be retained to assist with record keeping for the obligation and/or that the trustee or such third party be responsible for all or some portion of the compliance responsibilities.

The Business Manager is additionally authorized to seek the advice, as necessary, of bond counsel, disclosure counsel, and/or its financial advisor to ensure the District is in compliance with this Post-Issuance Debt Compliance Policy.

Northland Community Schools

Independent School District #118



School Board Report

Date: 4/21/22

Report Submitted by: Janessa Green (Assistant Principal)

DISTRICT MISSION STATEMENT: *To educate and inspire all learners to reach their full potential.*

Celebrations:

- Special Education paraprofessional evaluations have been completed and I will be meeting with each of them to create professional goals for the remainder of this year, going into next year.
- Staff continue to rally during staff shortage days.

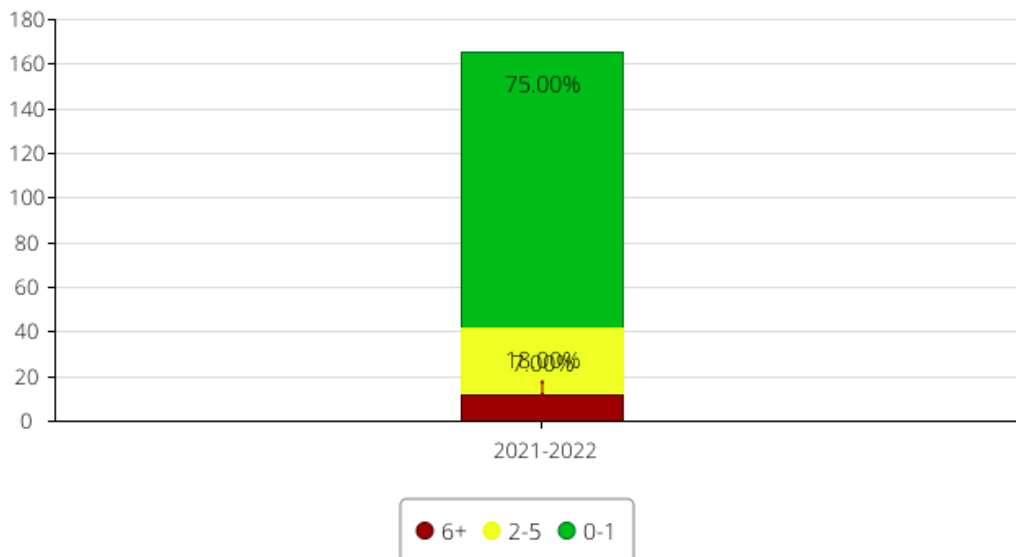
Updates:

- Admin met with all elementary teachers to work out how to support moving grades and classrooms.

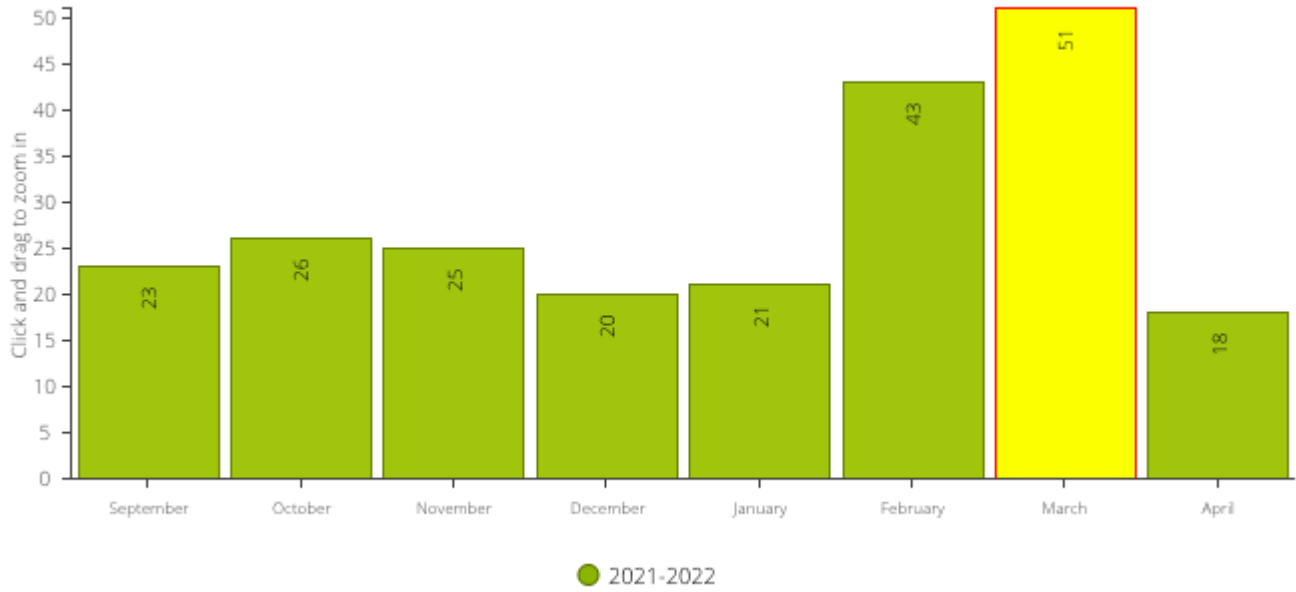
PBIS:

High School Data

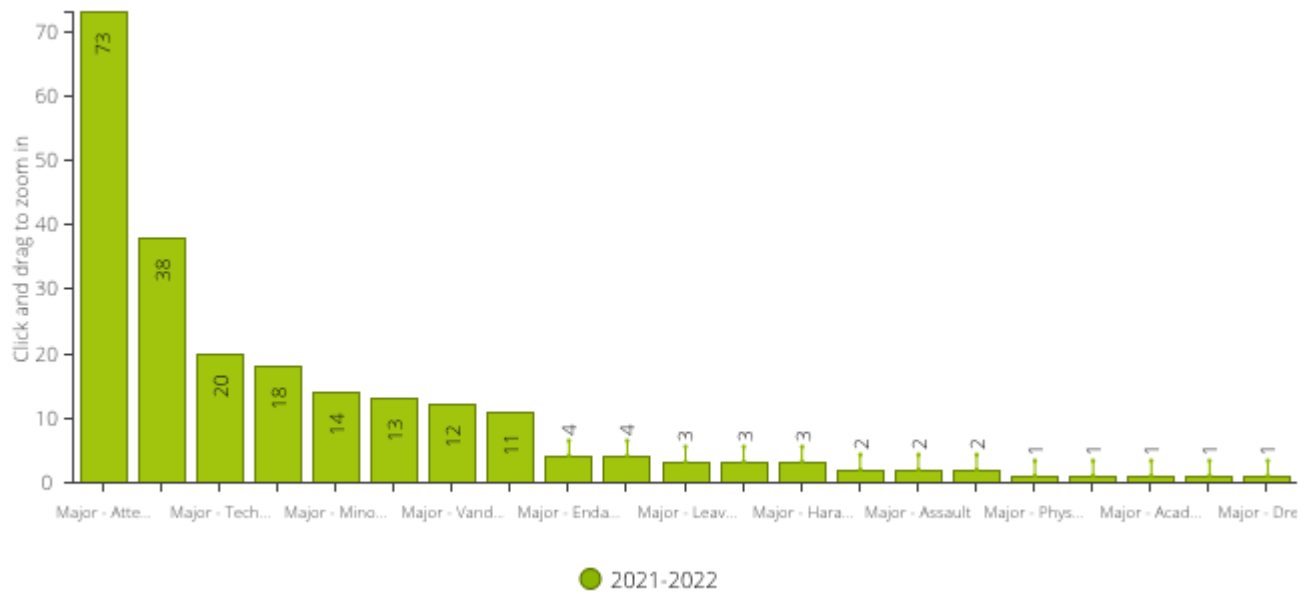
Total Incidents Percentage



Incidents by Month



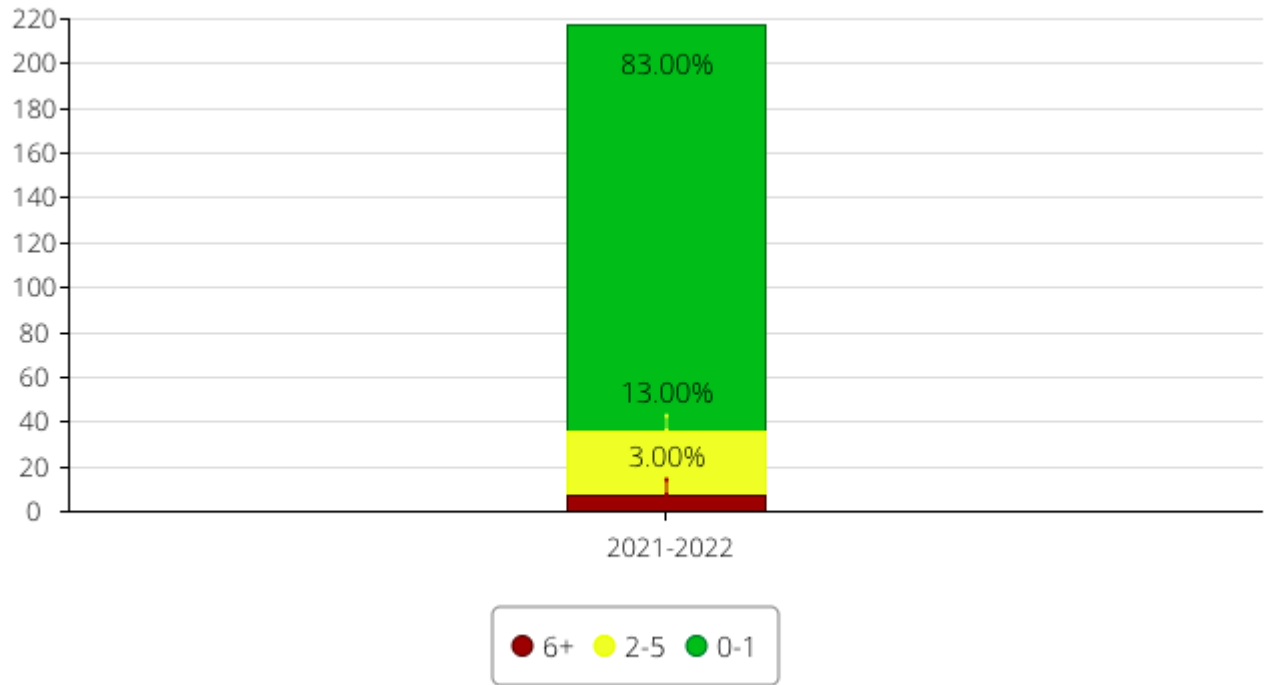
Types of Incidents



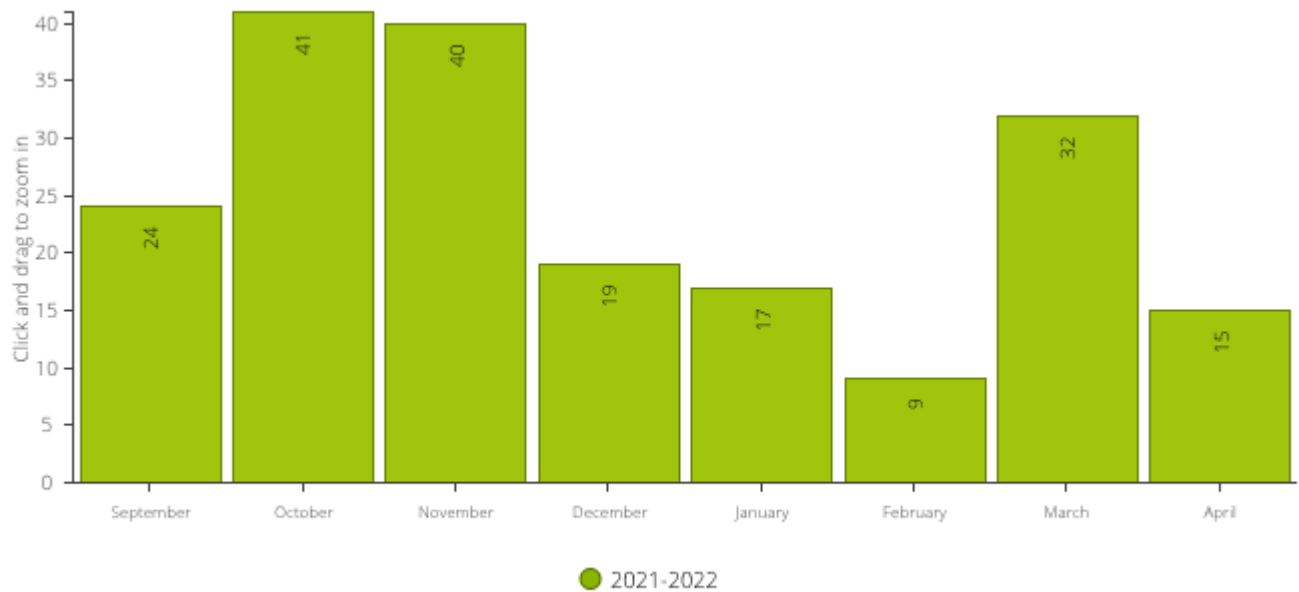
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Elementary Data

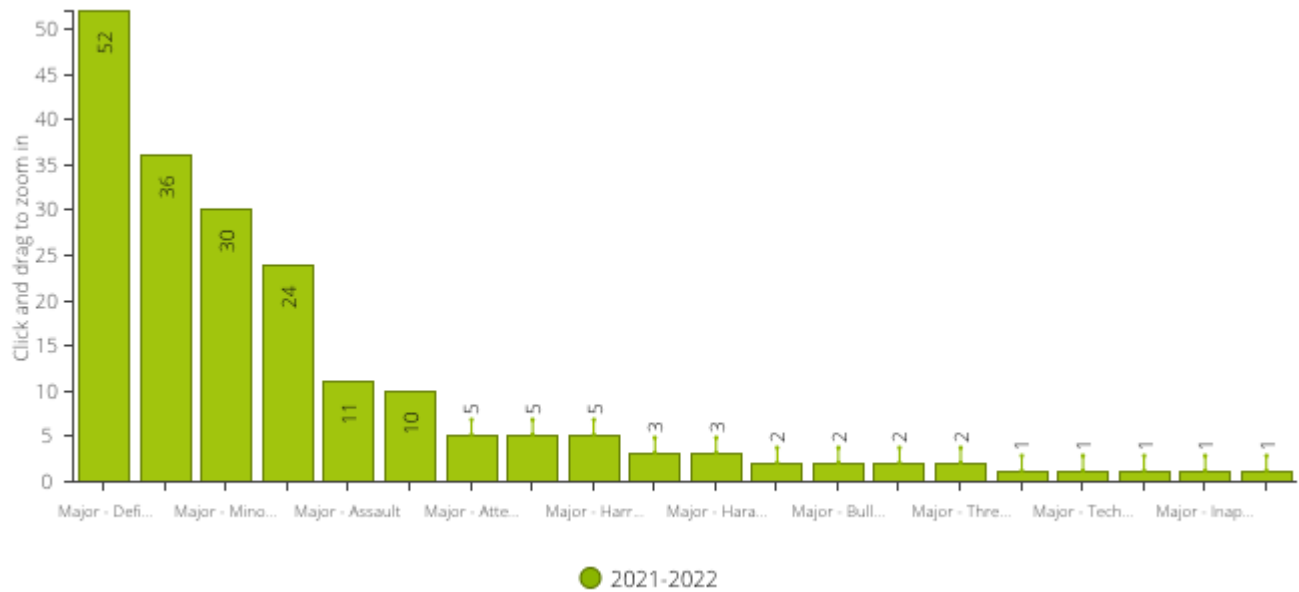
Total Incident Percentage



Incidents by Month



Types of Incidents



PBIS is working on positive strategies and teaching opportunities to engage our students in learning to be proactive about behaviors.

Our PBIS team is also working on updating our Major Discipline Guidelines to break down each category for 3 different age groups: K-2, 3-6, 7-12. As well as try to align it as closely as possible to MDE and their DIRS system.

Northland Community Schools

Independent School District #118



School Board Report

Date: 4/21/22

Report Submitted by: Janessa Green (Activities Director)

DISTRICT MISSION STATEMENT: *To educate and inspire all learners to reach their full potential.*

Celebrations:

Spring sports are underway and have a really good number of students participating.

Updates:

- Tandy Kibbler has agreed to be the Yearbook Advisor for the 21-22 school year.
- Automatically locking school doors at 4:00 each day.
- Wednesday, May 18 at 6:00 pm for Activities/Athletics/Academics Banquet

Proposals:

- Fitness Center Supervisor
- Afterschool Supervisor

Northland Community Schools

Independent School District #118

School Board Report

Date: April 2022



Report Submitted by: Brandon Otway

DISTRICT MISSION STATEMENT: *To educate and inspire all learners to reach their full potential.*

Celebrations:

- Our enrollment is up again to 28 after starting out the year at only 13 students. This bodes well for our continued strong numbers in kindergarten in the fall.
- We had our early childhood/kindergarten registration night in the commons on April 12th from 4 – 6:30 pm. It included a meal, activities for the kids, a free book for every child that came and an opportunity for families to meet and talk with their child’s future teacher. This is a collaboration between us and the Family Center. I will report more on this in May because I had to finalize this report before the event took place.
- Our program went through our spring Benchmarks of Quality (BOQ) assessment for CEM a couple of weeks ago. We scored 95%, which means of the 32 requirements for program implementation, 29 or them are fully in place between our two classrooms and the Family Center. It means that our program continues to grow in its effectiveness, quality of programming and connections with our families. What’s most impressive about this 95%, sets a goal of getting to and maintaining a score of 80% by the fifth year, and we not only met but surpassed the goal in less than two full school years. In the fall of 2020, we did our first BOQ and scored 35%. This is an impressive and dedicated staff.
- Our ECFE program is going to begin planning a spring “big wheels” event in coordination with community ed and the Kate Edstrom in the high school. We want to bring in big vehicles of every type to the school parking lot(s) for the children to explore. This is primarily meant to be a fun event for our little kids but we see opportunities where this could also double as a future careers opportunity.

Concerns:

- Nothing new to report at this time. Still just trying to find the time to troubleshoot the increased expected cost for our outdoor classroom.

April 5, 2022



Jared Johnson
Northland Community Schools
316 Main Street East
Remer, Minnesota 56672

**RE: Short-Term Radon Testing Results
IEA Project #202210080**

Dear Mr. Johnson:

IEA placed one hundred one (101) Air Chek Pro Chek short-term radon test kits for the purpose of evaluating radon levels.

The radon samples were placed by the following Minnesota Department of Health (MDH) licensed Radon Measurement Professionals:

Measurement Professional	License Number	Signature
Amanda Harten	RMEA-00283	

Conditions of air intakes were good and the ventilation system was operating in good condition at the time of placement and retrieval.

INTRODUCTION

Radon is a colorless, odorless, tasteless, radioactive gas that occurs naturally in soil, rocks, and underground water supplies and in the ambient air. According to the U.S. Environmental Protection Agency (EPA) and other scientific organizations, naturally occurring radon gas has been associated with an increased risk of developing lung cancer. The chances of developing lung cancer from radon exposure are dependent on several factors, including individual susceptibility and, perhaps more importantly, the dose and duration of exposure. Radon testing in schools is highly recommended by the Minnesota Department of Health (MDH) and EPA.

INSTITUTE FOR ENVIRONMENTAL ASSESSMENT, INC.
www.ieasafety.com

BROOKLYN PARK
9201 West Broadway, #600
Brooklyn Park, MN 55445
763-315-7900 / FAX 763-315-7920
800-233-9513

MANKATO
610 North Riverfront Drive
Mankato, MN 56001
507-345-8818 / FAX 507-345-5301
800-233-9513

ROCHESTER
210 Woodlake Drive SE
Rochester, MN 55904
507-281-6664 / FAX 507-281-6695
800-233-9513

BRAINERD
601 NW 5th Street, Ste. #4
Brainerd, MN 56401
218-454-0703 / FAX 218-454-0703
800-233-9513

MARSHALL
1420 East College Drive
Marshall, MN 56258
507-476-3599 / FAX 507-537-6985
800-233-9513

VIRGINIA
5525 Emerald Avenue
Mountain Iron, MN 55768
218-410-9521
800-233-9513

IEA placed ninety-nine (99) Air Chek Pro Chek short-term radon test kits in frequently occupied areas at Northland Community Schools for the purpose of sampling for radon in accordance with the MDH’s *Guidance for Radon Testing in Minnesota Schools (2021)* and ANSI/AARST ‘*Protocol for Conducting Measurements of Radon and Radon Decay Products in Schools and Large Buildings*’ (ANSI/AARST MALB 2014 with 1/21 revisions). A total of one hundred one (101) radon test kits were placed from March 7, 2022 to March 10, 2022 for a total short-term sampling period of three (3) days including two (2) test kits that were missing at the time of pick-up. The radon test kits were analyzed by AirChek, Inc., MDH license #RL-00003, located at 1936 Butler Bridge Road, Mills River, NC 28759. The sampling and analysis methodologies are provided in Appendix A.

IEA followed ANSI/AARST MALB 2014 with 1/21 revisions for quality assurance measurements by including duplicate kits, control kits (blanks), and spiked kits.

EVALUATION CRITERIA

The MDH and the EPA have established a recommended action level in intended to be occupied areas of 4.0 picocuries per liter (pCi/L) for an annual average. Testing was conducted during school days when the building is significantly occupied. The HVAC system was set as it normally is during school days. Testing was conducted during the heating season when the average outdoor temperature is less than 65°F., as recommended by the MDH, when the ventilation system was operating normally, and windows and doors were closed. Consequently, sampling under these “closed” conditions is when the radon risk is most likely to occur. MDH recommends follow-up testing for sampling results that are above the action level. Please refer to the following table for MDH guidelines:

RESULTS (pCi/L)	RECOMMENDED ACTION
LESS THAN 4	Re-test after changes to foundation or HVAC and every 5 years
GREATER THAN 4	Conduct CRM short-term testing during winter months
LESS THAN 4 (DURING OCCUPANCY) AFTER CRM TESTING	Repeat CRM testing if not conducted during winter or if conducted during abnormal ventilation. Otherwise consider re-testing after changes to foundation or HVAC and every 5 years
GREATER THAN 4 (DURING OCCUPANCY) AFTER CRM TESTING	Reduce radon in rooms to less than 4 through radon mitigation. Conduct CRM testing to verify radon reduction.

CRM: Continuous Radon Monitor

RESULTS & DISCUSSION

The laboratory report, which includes maps of each building with sampling locations, is provided in Appendix B. The chain of custody is also provided in Appendix B. Following are summary results for each building.

Northland Community Schools

316 Main Street East
Remer, MN 56672

A total of one hundred one (101) test kits were placed at Northland Community Schools. One (1) test kit in Gym A105 and one (1) test kit in Gym E124 were missing or damaged when the test kits were collected. The number of missing test kits did not exceed allowance in the ANSI/AARST MALB 2014 with 1/21 revisions standard. The results indicated that radon levels were below the action level of 4 pCi/L. See Table 1 below for a summary of the results:

TABLE 1: Northland Community Schools RANGE OF RESULTS				
	0.0 – 1.9 pCi/L	2.0 – 2.9 pCi/L	3.0 – 3.9 pCi/L	≥ 4 pCi/L
Number of Tests	97	2	0	0 ¹
¹ All below action level				

pCi/L: picocuries per liter

CONCLUSIONS & RECOMMENDATIONS

The radon levels in the sampled locations were below the EPA action level of 4 pCi/L.

The EPA has established recommended guidelines for permissible radon concentrations in schools. The following are general recommendations for frequently occupied areas of schools:

- The building should be retested at least every 5 years and in conjunction with any sale of the building.
- Rooms that were not tested because they were not occupied, should be tested if they become occupied in the future.

In addition, retesting should be conducted when any of the following circumstances occur:

- A new addition is constructed, or a significant renovation occurs
- A ground contact area not previously tested is occupied
- Heating or cooling systems are significantly altered, resulting in changes to air pressures or distribution
- Ventilation is significantly altered by extensive weatherization, changes to mechanical systems, or comparable procedures
- Significant openings to soil occur due to:
 - Ground water or slab surface water control systems (e.g., sumps, perimeter drain tile, shower/tub retrofits, etc.)
 - Natural settlement causing major cracks to develop
 - Earthquakes, construction blasting, or formation of sink holes nearby
 - A mitigation system is altered, modified or repaired
- Rooms should be retested during the winter heating season (i.e., under “closed” conditions) which is typically “worst case” conditions.

Per Minnesota Statutes, section 123B.571, school districts are required to report radon test results at a school board meeting and report results to the MDH. IEA is able to assist with presenting results to the school board, and the MDH reporting. The MDH ‘School Radon Testing Form’ is located in Appendix E. For more information regarding radon, see the EPA’s A Citizen’s Guide to Radon at <http://www.epa.gov/radon>. MDH can be contacted at health.indoorair@state.mn.us or 651-201-4601.

GENERAL COMMENTS

The analysis and opinions expressed in this report are based upon data obtained from radon sampling district-wide and are representative of the locations and time period sampled. This report does not reflect variations in conditions that may occur across the site, property, or facility. Actual conditions may vary and may not become evident without further assessment.

The report is prepared for the exclusive use of our client for specific application to the project discussed and has been prepared in accordance with generally accepted environmental, health and safety practices. Other than as provided in the preceding sentence and in our Proposal #10180 dated January 3, 2022, regarding radon sampling services at the district locations, including the General Conditions attached thereto, no warranties are extended or made.

IEA appreciates the opportunity to submit this analysis to Northland Community Schools.

Should you require additional radon testing or have any questions regarding radon or any other environmental, health, or safety-related concerns, please do not hesitate to contact our office.

Sincerely,

IEA, Inc.



Taylor Dickinson, CSP
Virginia & Brainerd Regional Manager

TD/mh 03222022

Enc.

Appendix A

Methodology and Quality Control Measurements

Sampling Methodology

IEA placed Air Chek, Inc. Pro Chek activated charcoal radon test kits designed specifically for the detection of gamma emissions caused by the decay of Radon-222 and its daughter products. The kit is made of a padded envelope which contains activated charcoal. The kit is placed during normal occupancy HVAC operations and sealed with vinyl tape after 72 to 96 hours of indoor exposure. Individual kits are uniquely identified with a number and corresponding bar code.

Upon receipt at the analytical laboratory, the kits are logged in using the unique numbers assigned to each kit. The kits are placed on a gamma detector to count the gamma emissions from the decay of radon adsorbed by the charcoal. A calibration factor determined in part by the exposure time and decay time is used to calculate the radon concentration. A correction factor is also applied for weight gain from any moisture absorbed by the charcoal during the sampling period.

Any unusual conditions are noted on the processing form and shown on the exposure report.

MDH and ANSI/AARST MALB 2014 Quality Control Measurements

IEA followed ANSI/AARST MALB 2014 with 1/21 revisions and MDH recommendations for quality assurance measurements to ensure the accuracy of test results. Quality assurance measurements include side-by-side test kits (duplicates) and unexposed control test kits (blanks).

Duplicates are pairs of test kits placed 4-8 inches apart for the same test period. Duplicates are stored, placed, retrieved, and shipped to the laboratory for analysis in the same manner as the other test kits so that the laboratory cannot distinguish them. Since duplicates are placed side-by-side, the measured values for radon should be the same. The average of all duplicates' relative percent difference (RPD) should not exceed 25%. If they do, an investigation to identify the cause may be warranted and could include repeating the measurements. Duplicate averages are listed in Table 1 below.

Location	Test 1 (pCi/L)	Test 2 (pCi/L)	Average (pCi/L)
A118	0.5	<0.3	0.5
B121	2.1	2.1	2.1
C113	<0.3	<0.3	<0.3
C207	<0.3	<0.3	<0.3
D107	0.6	0.6	0.6
D114	<0.3	<0.3	<0.3
E109	<0.3	<0.3	<0.3
F104	0.6	<0.3	0.6

Blanks can be used to determine whether the manufacturing, shipping, storage, or processing of the detector has "contaminated" your measurements. Blanks are opened and immediately re-sealed to keep room air from infiltrating the test kit. Blanks are labeled and shipped in the same manner as the exposed test kits so that the laboratory cannot distinguish them. Since blanks are not exposed to radon, their measurement value should be below the lower limit of detection. Field blanks are listed in the laboratory report as FStorage Room A, FStorage Room B, etc. Office blanks are listed in the laboratory report as OStorage Room A, OStorage Room B, etc. Lab-Transit Blanks are listed in Table 2 below.

Date	Device ID	Type of Blank	Description	Radon Concentration
3/7/2022	11128530	Field	FStorage Room A	< 0.3
3/7/2022	11128531	Field	FStorage Room B	< 0.3
3/7/2022	11128532	Field	FStorage Room C	< 0.3
3/7/2022	11128536	Office	OStorage Room A	< 0.3
3/7/2022	11128534	Office	OStorage Room B	< 0.3
3/7/2022	11118533	Office	OStorage Room C	< 0.3
3/7/2022	11128537	Lab-Transit	LTStorage Room A	< 0.3
3/7/2022	11128538	Lab-Transit	LTStorage Room B	< 0.3
3/7/2022	11128540	Lab-Transit	LTStorage Room C	< 0.3
11/19/2021	11021531	Lab-Transit	LTBP-1	< 0.3
11/19/2021	11021532	Lab-Transit	LTBP-2	< 0.3
11/19/2021	11021533	Lab-Transit	LTBP-3	< 0.3

11/19/2021	11021523	Lab-Transit	LTBP-4	< 0.3
11/19/2021	11021524	Lab-Transit	LTBP-5	< 0.3
11/19/2021	11021525	Lab-Transit	LTBP-6	< 0.3
11/19/2021	11021535	Lab-Transit	LTBP-7	< 0.3
11/19/2021	11021512	Lab-Transit	LTBP-8	< 0.3
11/19/2021	11021522	Lab-Transit	LTBP-9	< 0.3
11/19/2021	11021513	Lab-Transit	LTBP-10	< 0.3
11/19/2021	11021534	Lab-Transit	LTBP-11	< 0.3
11/19/2021	11021536	Lab-Transit	LTBP-12	< 0.3
11/19/2021	11021539	Lab-Transit	LTBP-13	< 0.3
11/19/2021	11021541	Lab-Transit	LTBP-14	< 0.3
11/19/2021	11021542	Lab-Transit	LTBP-15	< 0.3
11/19/2021	11021543	Lab-Transit	LTBP-16	< 0.3
11/19/2021	11021544	Lab-Transit	LTBP-17	< 0.3
11/19/2021	11021545	Lab-Transit	LTBP-18	< 0.3
11/19/2021	11021546	Lab-Transit	LTBP-19	< 0.3
11/19/2021	11021511	Lab-Transit	LTBP-20	< 0.3
11/19/2021	11021547	Lab-Transit	LTBP-21	< 0.3
11/19/2021	11021548	Lab-Transit	LTBP-22	< 0.3
11/19/2021	11021549	Lab-Transit	LTBP-23	< 0.3
11/19/2021	11021521	Lab-Transit	LTBP-24	< 0.3
11/19/2021	11021550	Lab-Transit	LTBP-25	< 0.3
11/19/2021	11021551	Lab-Transit	LTBP-26	< 0.3
11/19/2021	11021552	Lab-Transit	LTBP-27	< 0.3
11/19/2021	11021553	Lab-Transit	LTBP-28	< 0.3
11/19/2021	11021554	Lab-Transit	LTBP-29	< 0.3
11/19/2021	11021555	Lab-Transit	LTBP-30	< 0.3

Spikes are test kits that have been exposed in a chamber to a known concentration of radon. Using spiked measurements can help evaluate the accuracy of a laboratory analysis and/or how accurately test kits supplied by a laboratory measure radon. Spiked test kits are labeled and shipped in the same manner as the exposed test kits so that the laboratory cannot distinguish them. Spiked results completed for our laboratory are included in the following pages. Spiked test kits are listed in Table 3 below.

Table 3: Spiked Detectors			
Date	Device ID	Measured Value (pCi/L)	Reference Value (pCi/L)
11/11/2021	11019101	30.4	36.0
11/11/2021	11019102	32.6	36.0
11/11/2021	11019103	32.8	36.0
11/11/2021	11019104	31.2	36.0
11/11/2021	11019105	32.0	36.0
11/11/2021	11019106	31.2	36.0
12/28/2021	11021538	27.1	32.3
12/28/2021	11021537	28.9	32.3
12/28/2021	11021509	28.8	32.3
12/28/2021	11021514	27.1	32.3
12/28/2021	11021516	25.1	32.3
12/28/2021	11021520	28.1	32.3

Appendix B

Laboratory Report, Chain of Custody, and Maps

Radon test result report for:

**NORTHLAND COMMUNITY SCHOOL
K-12**

Kit #	Room Id	Started	Ended	pCi/L	Analyzed
11127714	A111	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	0.7 ± 0.4	2022-03-15
11127715	A112	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127710	A113	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127709	A114	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127708	A115	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127795	A116	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127717	A118	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	0.5 ± 0.4	2022-03-15
11127718	A118D	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127720	A130	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	0.6 ± 0.4	2022-03-15
11127713	A133	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127711	A136	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127719	A137	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127712	A140	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11128541	B111	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	0.6 ± 0.4	2022-03-15
11127716	B114	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11128535	B115	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11128544	B120	2022-03-07 @ 9:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127721	B121	2022-03-07 @ 9:00 am	2022-03-10 @ 10:00 am	2.1 ± 0.5	2022-03-15
11128539	B121D	2022-03-07 @ 9:00 am	2022-03-10 @ 10:00 am	2.1 ± 0.5	2022-03-15
11128542	B122	2022-03-07 @ 9:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127787	B215	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127781	B216	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127766	C110	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127765	C111	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127755	C112	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127764	C113	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127756	C113D	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127773	C115	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127767	C116	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127771	C120	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	0.7 ± 0.4	2022-03-15
11127763	C121	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	0.7 ± 0.4	2022-03-15
11127762	C122	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127761	C123	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	0.6 ± 0.4	2022-03-15
11127772	C131	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127768	C132	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	0.5 ± 0.4	2022-03-15
11127769	C133	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127770	C134	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15

Radon test result report for:

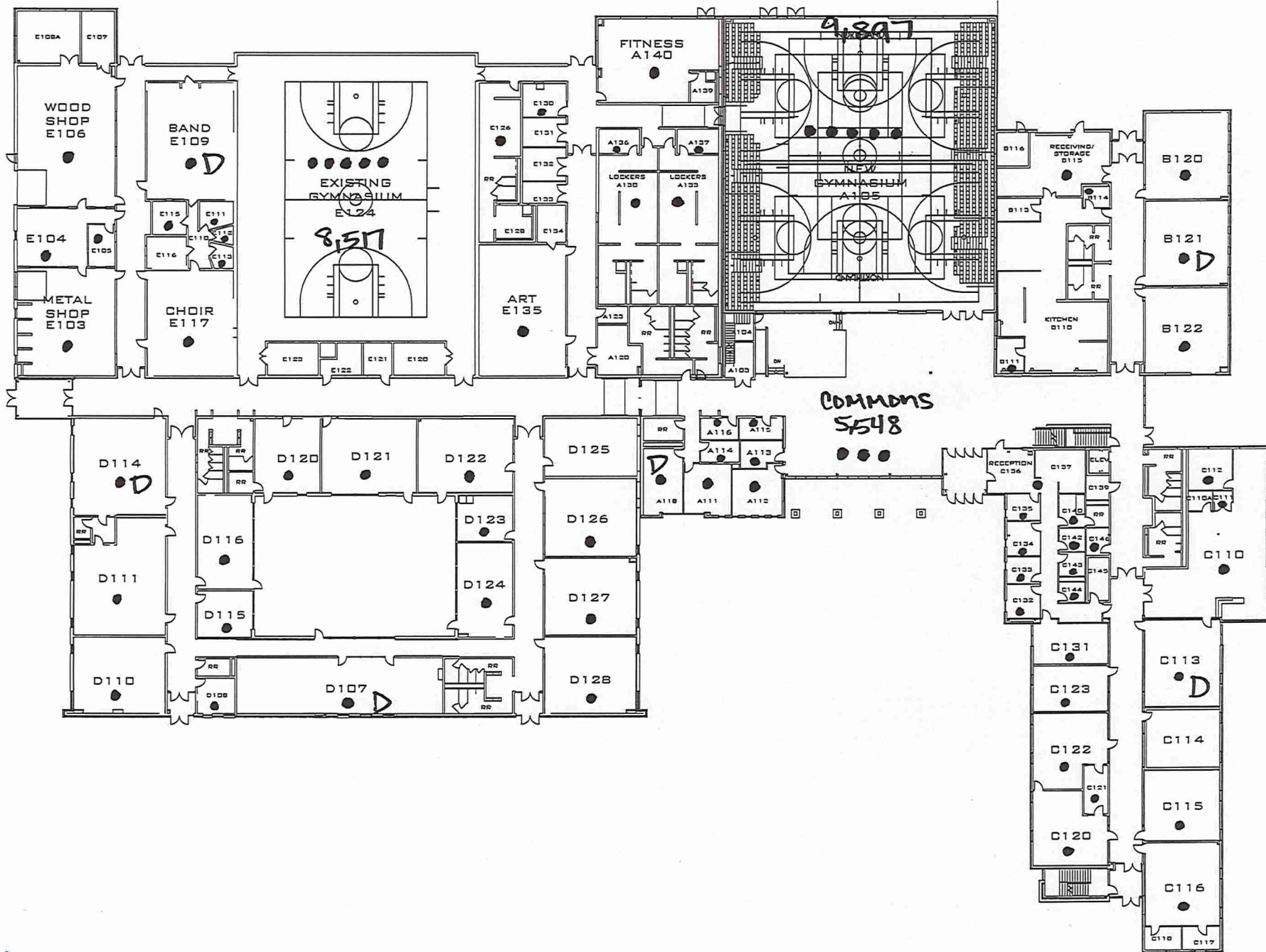
**NORTHLAND COMMUNITY SCHOOL
K-12**

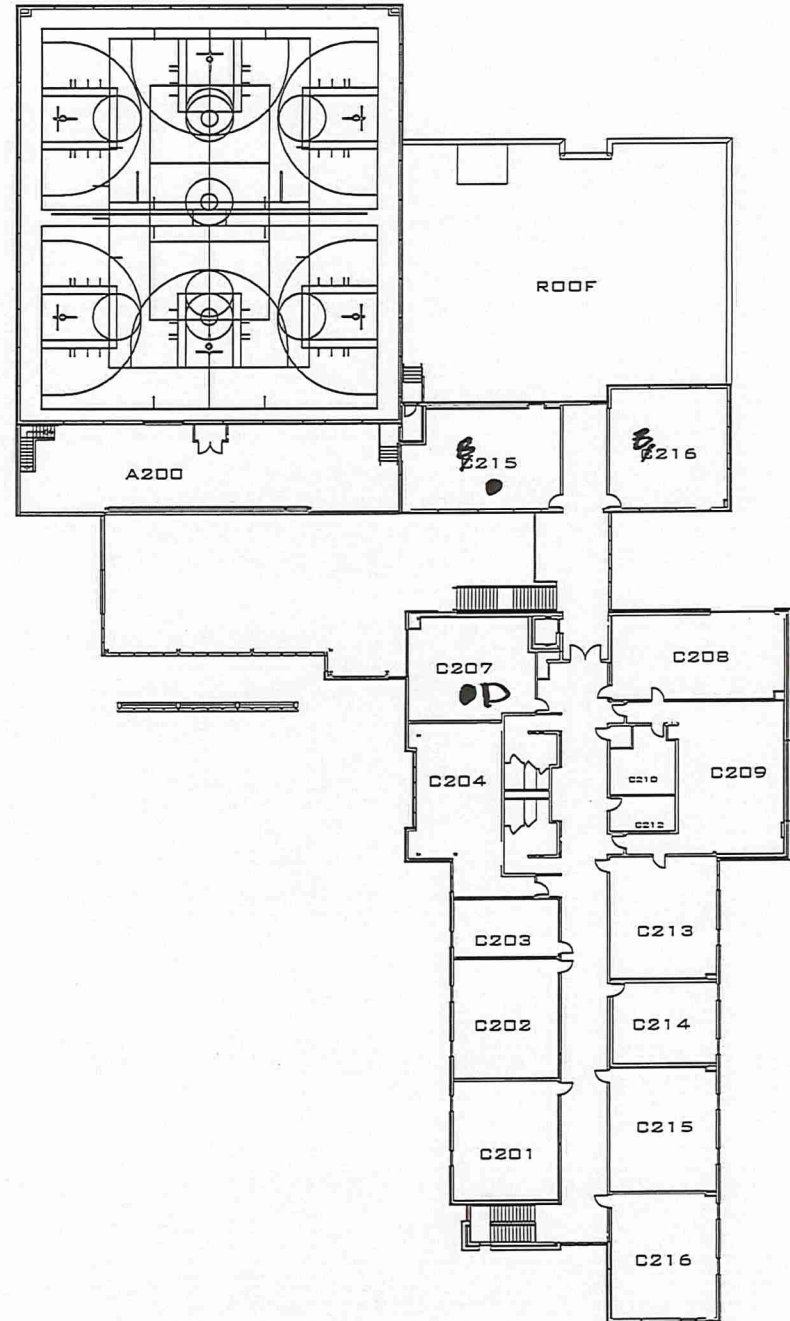
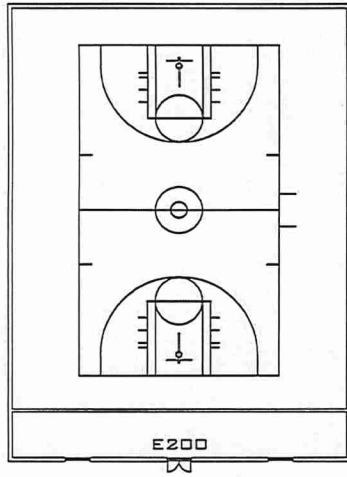
Kit #	Room Id	Started	Ended	pCi/L	Analyzed
11127774	C135	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127780	C136/137	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127785	C140	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	0.6 ± 0.4	2022-03-15
11127786	C142	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127778	C143	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127757	C146	2022-03-07 @ 10:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127782	C207	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127776	C207D	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127704	COMMONS	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11128546	COMMONS	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	0.6 ± 0.4	2022-03-15
11127706	COMMONS	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127741	D107	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	0.6 ± 0.4	2022-03-15
11127739	D107D	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	0.6 ± 0.4	2022-03-15
11127735	D108	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127740	D110	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127742	D111	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127744	D114	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127743	D114D	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127746	D115	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127745	D116	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127725	D120	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127726	D121	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127733	D122	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127738	D123	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127732	D124	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127737	D126	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127736	D127	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127734	D128	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127760	E103	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127759	E104	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127758	E105	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127754	E106	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127748	E109	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127747	E109D	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127750	E111	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127751	E112	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127752	E113	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15

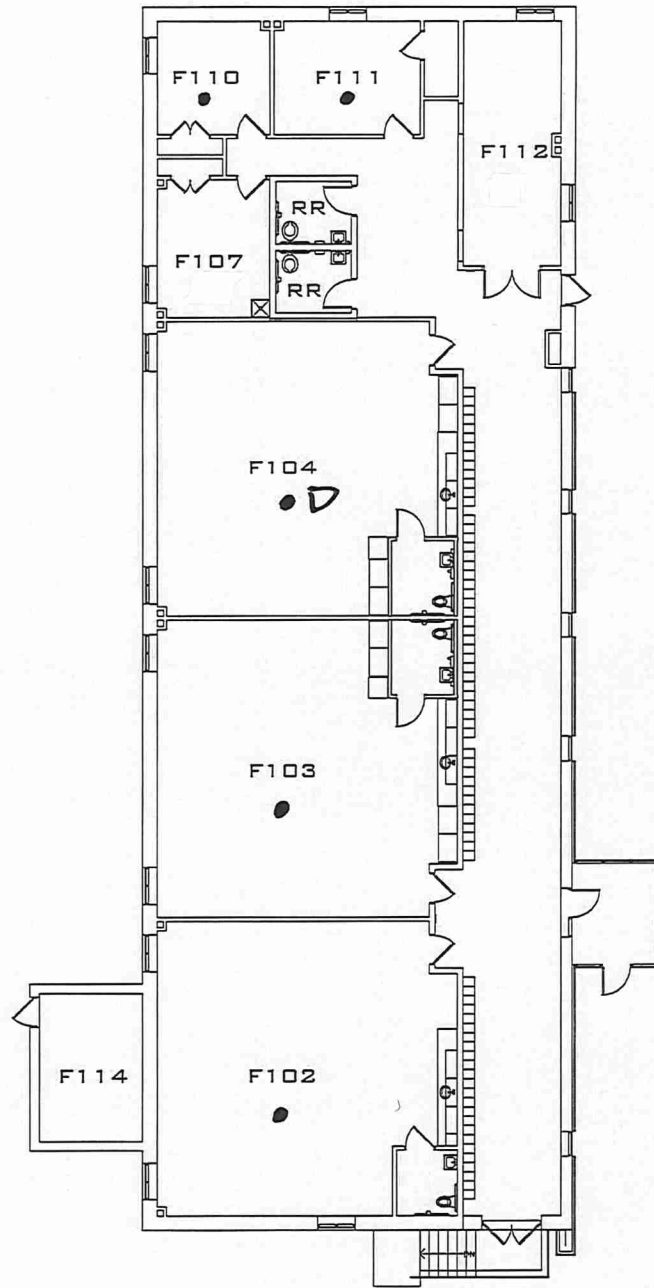
Radon test result report for:

**NORTHLAND COMMUNITY SCHOOL
K-12**

Kit #	Room Id	Started	Ended	pCi/L	Analyzed
11127749	E115	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127753	E117	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127722	E126	2022-03-07 @ 10:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127723	E130	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127724	E135	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	0.6 ± 0.4	2022-03-15
11127783	F102	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127779	F103	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127777	F104	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	0.6 ± 0.4	2022-03-15
11127790	F104D	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127788	F110	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11127784	F111	2022-03-07 @ 11:00 am	2022-03-10 @ 10:00 am	< 0.3	2022-03-15
11128530	FSTORAGE ROOM A	2022-03-07 @ 11:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11128531	FSTORAGE ROOM B	2022-03-07 @ 11:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11128532	FSTORAGE ROOM C	2022-03-07 @ 11:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127703	GYM A105	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127705	GYM A105	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	0.8 ± 0.4	2022-03-15
11127702	GYM A105	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127701	GYM A105	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127728	GYM E124	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127729	GYM E124	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127731	GYM E124	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11127727	GYM E124	2022-03-07 @ 9:00 am	2022-03-10 @ 9:00 am	0.7 ± 0.4	2022-03-15
11128536	OSTORAGE ROOM A	2022-03-07 @ 11:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11128534	OSTORAGE ROOM B	2022-03-07 @ 11:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15
11128533	OSTORAGE ROOM C	2022-03-07 @ 11:00 am	2022-03-10 @ 9:00 am	< 0.3	2022-03-15







Appendix C

Signed Non-Interference Agreement

NOTICE OF INSPECTION FOR ALL FACILITATING STAFF

A radon test is scheduled for:

Building: K-12

Test Start Date: 03-07-2022

Test End Date: 03-10-2022

Please help to maintain the required test conditions throughout the building

1. All windows and exterior doors must be kept closed (aside from momentary entry or exit) for 12 hours before and during the test.
2. Heating and cooling systems must be set to normal occupied operating temperatures.
3. Test devices are not to be disturbed.

Further guidance on required building conditions are located on the next page.

Test devices are not dangerous in anyway. The type of devices used for this testing will include:

Short-term test kits. It is important that these devices are fully open and not covered. They will be analyzed by a laboratory.

Continuous radon monitors. These are electronic devices that record hourly radon readings.

Long-term test kits. It is important that these devices are not covered. They will be analyzed by a laboratory.

Declaration of Observed Compliance

Failure to reasonably maintain test conditions can lead to unnecessary expense, disruptions and unreliable data.

Disturbing test devices can also cause unreliable or invalid test results.

- Please report in a timely manner if required test conditions are not maintained.
- Please sign and return this form once the test is complete.


To the best of my knowledge, the required conditions were maintained during the test.

Yes

Name:

Jared Johnson

Signature:



Licensed Measurement Professional:

Amanda Harten RMEA-00283

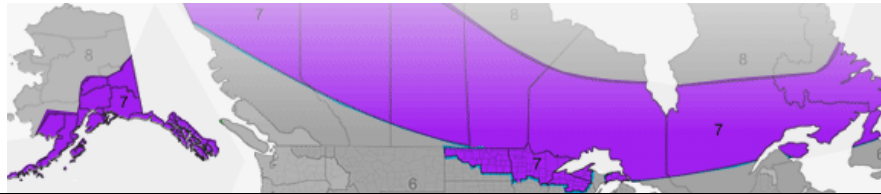
More Detailed Guidance for Staff

Required Closed-Building Conditions	
Windows	Keep Closed, Seal broken windows closed
External doors (except for normal entry or exit)	Keep Closed
Heating & Cooling Systems	Set to normal operating conditions
Bathroom fans	Operate normally
Fireplaces (including gas)	Do not operate
Auxiliary or temporary systems that bring air into the building	Do not operate (unless an integral part of HVAC or supplies make-up air for combustion appliances)
Exhaust systems (ex. from shops, laundries, kitchens)	Avoid excessive operation
Interior doors, Stairwells, Fire Doors	Operate Normally
Garage doors	Operate normally
Ceiling Fans, Portable Fans	Do not blow directly on the test device
Window AC Units	Operate in recirculation mode only
Window Fans	Do not operate. Seal shut or remove.
Humidifiers, Dehumidifiers, Portable Air Cleaners	Operate Normally
Central Vacuum Cleaner Systems	Operate Normally
Passive crawl space vents	Operate normally
Crawlspace exhaust systems for humidity control	Operate normally
Passive Vents for Combustion Make-Up Air	Leave Open
Combustion Appliance Vents	Operate Normally
Passive Solar Systems	Operate Normally
Attic Vent Fans	Operate Normally
Evaporative Cooling Systems	Do not operate
Required for Test Locations Within a Room	
Place detectors within the general breathing zone Locate detectors no less than:	3 feet from exterior doors, windows or other openings to the outdoors
	20 inches above the floor
	4 inches from other test devices and objects
	1 foot below the ceiling
Place detectors where they are not easily disturbed:	Select a place in an occupied area where the detectors are unlikely to be moved
Place detectors where they are not influenced by other factors:	Do not place devices in closets, crawlspaces, cupboards, sumps or nooks within building foundations
	Do not place devices in area with high air movement (ex. mechanical areas, furnace closets)
	Do not place devices in areas of high humidity (ex. kitchens, bathrooms, laundry rooms)
	Do not place devices near drafts from HVAC systems or fans
	Do not place test devices near heat sources (ex. appliances, radiators, fireplaces, direct sunlight)
	Do not place detectors on devices that produce radiation (ex. natural stone counters, pool tables, rock collections)

Appendix D

Average Building Operating Conditions Comparison

Climate Zone 7 (includes Northern MN)



		Averages			During the Test
		24 Hour	Daytime	Daytime 9-Month	Prevailing During the Test
Operating Condition	Outdoor Temperature	39 °F	45 °F	N/A	12 °F
	Heating Conditions	83%	75%	100%	100%
	Cooling Conditions	-	-	-	-
	Mixed Conditions	16%	25%	-	-
Normal Operating Condition		<ul style="list-style-type: none"> • Heating conditions • No variance in outdoor air ventilation 			<ul style="list-style-type: none"> • Heating conditions • No variance in outdoor air ventilation
Condition less likely to inhibit characterization of a radon hazard		<ul style="list-style-type: none"> • Heating and air distribution systems active 			<ul style="list-style-type: none"> • Heating and air distribution systems active

Appendix E

MDH Reporting Form

School Radon Testing Reporting Form

According to Minnesota Statute 123B.571 subd. 3, a school district that has tested its school buildings for the presence of radon shall report the results of its tests to the Department of Health. Please use this form to submit information about the most recent round or cycle of testing conducted for each building.

Instructions

1. Complete one form for each building tested. In this case, a building is defined as an occupied facility with a unique address. This includes administrative buildings.
2. Include this form, raw data (e.g. laboratory report) and a building map.
3. Submit this form when all work is completed for a round of testing. This includes reporting to the school board, and follow-up testing and post-mitigation testing, if applicable.
4. Email information to health.indoorair@state.mn.us.

Contact Information

Name:	
Mailing Address:	
Phone:	Email:

Initial Radon Testing Information

School Building Name:	
School District & District Number:	
Building Address:	
Test Kit Manufacturer:	Device Name:
Date of Kit Retrieval (DD/MM/YY):	Length of Test (days):
How many rooms were tested?	
Does the test period include weekends? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Does the test period include school breaks or holidays? <input type="checkbox"/> Yes <input type="checkbox"/> No	

SCHOOL RADON TESTING REPORTING FORM

Were all frequently-occupied ground contact rooms tested? ¹ <input type="checkbox"/> Yes <input type="checkbox"/> No If no, did you attempt to test all frequently occupied ground contact rooms, meaning test kits were placed in all these rooms? <input type="checkbox"/> Yes <input type="checkbox"/> No
How many rooms had results ≥ 4 pCi/L?:
Were the results reported at a school board meeting? <input type="checkbox"/> Yes <input type="checkbox"/> No

Follow-up Testing, Mitigation, & Post-Mitigation Testing

If one or more rooms tested ≥ 4 pCi/L, please answer the questions below:

How many rooms had follow-up testing?:		
Number of rooms with follow-up results	≥ 4 pCi/L:	< 4 pCi/L:
Of the rooms that had test results ≥ 4 pCi/L, how many rooms were:		
mitigated by HVAC balancing or operational changes? :		
mitigated by installation of active soil depressurization?:		
addressed through other corrective measures? ² :		
What was the cost of the installation and/or HVAC service work, to mitigate radon? \$		
What is the known or anticipated annual operating cost of mitigation (estimate)? \$		
After radon mitigation, how many rooms were retested?:		
Post mitigation results (# of rooms)	≥ 4 pCi/L:	< 4 pCi/L:

¹ This includes classrooms, offices, break rooms, laboratories, cafeterias, libraries, auditoriums, gymnasiums, etc. It includes rooms on grade and rooms above unoccupied spaces that are in contact with the ground, such as rooms above storage rooms, crawl spaces, tunnels, and boiler rooms. If only a sample or portion of rooms were tested, then respond with 'no'.

² 'Other corrective measures' could include moving staff out of a room and making a room unoccupied or trying to seal radon entry points.

Northland Community Schools

Independent School District #118

School Board Report

Date: April 14,2022



Community Education

Report Submitted by: Jennifer Welk

MISSION: Northland Community Education ties local strengths, culture and resources Together to promote and provide life-long learning for all members of our community.

Celebrations:

- Summer Bulletin came out in the Pine Cone Press last week.
- Senior Defensive driving course is set for Thursday, May 12th and registrations are coming in.
- Swimming Lessons at Balsam Bay Resort are being offered again this summer.
- Softball and Baseball signs ups are taking place.
- Pacesetters basketball camp is set for this summer June 13-15th, 2022.
- Two robotics classes are being offered at a low cost of only 10.00 per student; these classes are almost full.
- Taking in registrations for swimming, softball, baseball, senior defensive driving, robotics (drone class).
- Community Education Advisory Council meeting is Wednesday, May 11,2022 at 5:30 pm

Concerns:

None at this time

PURCHASE OF SERVICES AGREEMENT

THIS AGREEMENT entered into between **INDEPENDENT SCHOOL DISTRICT NO. 2, HILL CITY**, hereinafter referred to as "**Hill City**", and **INDEPENDENT SCHOOL DISTRICT NO. 118, NORTHLAND COMMUNITY SCHOOLS, REMER**, hereinafter referred to as "**Northland**".

RECITALS

The parties hereto recite and declare as follows:

- A. Both **Hill City and Northland** are public school districts created by, and operating under, the laws of the state of Minnesota.
- B. **Northland** desires to purchase and obtain Superintendent services from **Hill City**, commencing July 1, 2019.
- C. **Hill City** desires and agrees to provide the services of a Superintendent to **Northland**, as set forth herein.

NOW, THEREFORE, FOR THE REASONS SET FORTH ABOVE AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, THE PARTIES COVEANT AND AGREE, AS FOLLOWS:

I. DESCRIPTION OF WORK:

Hill City shall provide to **Northland** the services of Superintendent license in the State of Minnesota. It is contemplated that these series shall be a part-time basis as required by state and federal compliance and will provide those services ordinarily done by a superintendent of schools. The parties agree that they shall cooperate in the scheduling of the person assigned to perform the superintendent services so as to make it possible for unavoidable, in a manner that will minimize the conflict. The parties further acknowledge and understand that in some cases special circumstances will

require that the person assigned to perform the superintendent services may devote more time to the affairs of one of the parties than to the other during the course of a given week or weeks.

Northland shall prioritize duties of the person assigned to perform the services. The parties will meet and confer to regularly assess and review the situation to determine whether the needs of each district are being met insofar as superintendent services are concerned.

II. DURATION:

A. The agreement shall run for a period of three years, commencing on July 1, 2022, and terminating at midnight on June 30, 2025, unless terminated, extended or modified. However, either party may terminate this Agreement with (90) days written notice.

III. COMPENSATION:

For the services set forth herein, **Northland** shall pay to **Hill City** as follows: 60% of the gross salary of the Superintendent and 40% of the cost of the health insurance dental insurance, 403(b), HAS, disability insurance and life insurance of the Superintendent.

The parties shall also equally share the cost of association and licensure fees and other professional fees, seminars, mileage to attend necessary MSBA and Department of Education inservice and training, and other similar related items. This also includes any necessary mileage for travel for travel from **Hill City** to **Northland**. Any and all expense must be detailed on an invoice provided by **Hill City** to **Northland** and paid in the ordinary course of business.

IV. PERSONNEL PERFORMING SERVICES:

A. Personnel or employees of **Hill City** assigned by **Hill City** to perform the services described herein shall be properly licensed to perform the duties and services contemplated and intended by this agreement. The parties shall meet and confer prior to any new assignment and must agree on the person(s) assigned by **Hill City** to perform the services.

B. **Hill City** agrees and represents that it shall have subjected any personnel assigned to perform services under this Agreement to both a criminal history and background check, and shall not assign anyone to perform services under this agreement who has any record or history which would have a negative bearing on that individual's ability to properly and safely perform the services contemplated by this agreement, or who might pose even the slightest risk or threat to co-employees or students with whom he/she may come into contact.

C. **Hill City** assumes full responsibility for its employee providing services hereunder and will make all deductions required of employers by state, federal and local laws, including deductions for TRA, if applicable, PERA, social security and withholding taxes, and contributions for unemployment compensation; and shall maintain workers' compensation and liability insurance coverage for such employee.

D. **Hill City** shall not be permitted to subcontract any of the services to be provided hereunder to any other individual or entity, without the express written consent of **Northland**.

V. RELATIONSHIP OF PARTIES:

A. The parties intend that an independent contractor relationship be created by this contract. The overall conduct and control of the services performed under this agreement will lie with **Hill City**. However, **Hill City** agrees and represents that its employees shall perform said services in accordance with approved methods and procedures for such services and in conformity to federal and state law, rule and policies and in accordance with **Northlands** Board of Education policies.

B. **Hill City** and its employee performing services under this Agreement are not to be considered as agents or employee of **Northland** for any purpose other than as set forth in Section VI C., and **Hill City's** employee will not be entitled to any benefits from **Northland** nor to any of the benefits and/or rights which **Northland** provides its own employees.

VI. LIABILITIES AND INDEMNIFICATION:

A. **Hill City** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its employee assigned to perform services under this agreement and arising directly or indirectly from the performance of those services. **Hill City** agrees that it shall hold **Northland** harmless from and for any claim or cause of action which might arise therefrom.

B. **Northland** shall be solely liable for the actions, conduct, and/or wrongdoing, whether by omission or commission, of any of its personnel/employees; and it agrees that it shall indemnify and hold **Hill City** harmless from and for any claim or cause of action which might arise therefrom

C. The parties agree and understand that the individual assigned to perform services under this Agreement shall be considered an agent or representative only for purpose of third-party liability when performing services for that district and solely for the benefit of that district.

VII. COMPLIANCE WITH POLICIES AND PROCEDURES:

A. **Hill City** agrees that its employee assigned to perform services under this Agreement shall fully comply with all policies and procedures of **Northland**. Any deficiency, failure, or refusal on the part of any employees assigned to perform the services under this Agreement with regard to compliance with the policies and procedures shall be orally, and in written form, brought to the attention of **Hill City**. **Hill City** shall conduct an annual performance evaluation of the employee assigned to perform services under this Agreement and **Northland** shall have the right to submit feedback and evaluation information of **Hill City** of their consideration prior to their evaluation of employee.

B. **Hill City** agrees that its employee assigned to perform services under this agreement shall conform to, and comply with, all federal and state laws dealing with the release and dissemination of data information.

C. **Hill City** agrees and represents that its employee assigned to perform services under this Agreement will not perform any of the services contemplated and intended after having used, consumed or possessed any alcoholic beverages, illegal drugs, or after misusing prescription drugs.

D. The parties agree that any violation or non-compliance by the employee assigned to perform services under this Agreement shall be dealt with by **Hill City** and shall be subject to **Hill City's** policies and/or any agreement or contract **Hill City** has with said employee. However, **Northland** shall **have the right to request removal of said employee from performing services under the Agreement and have the right to have another person assigned by Hill City to perform those services, subject to the termination provision set forth in Section I of this Agreement.**

XI. **TERMS TO BE EXCLUSIVE:**

A. **The entire agreement between the parties with respect to the services provided hereunder is contained in this agreement but is subject to meet and confer and regular review and analysis by the parties as set out in Section I of this Argument.**

B. **The provisions of this agreement are for the benefit of the parties hereto and not for the benefit of any other person or legal entity.**

“Northland”:

**INDEPENDENT SCHOOL DISTRICT NO.
118,
Northland Community Schools, Remer**

By _____

Chair

By _____

Clerk

“Hill City”:

**INDEPENDENT SCHOOL DISTRICT NO. 2,
HILL CITY**

By _____

Chair

By _____

Clerk

