

Organizational Meeting
Monday, January 3, 2022 6:30 PM

Teaching & Learning Center, Becker High
School
12000 Hancock Street
Becker, MN 55308

Agenda

1. PROCEDURAL ITEMS
 - 1.A. Call to Order
 - 1.B. Pledge of Allegiance
 - 1.C. Agenda
 - 1.D. Recognition of Visitors and Public Forum
2. APPOINTMENT OF COMMITTEES AND REPRESENTATIVES
3. GIRLS WHO CODE, *Presented by Nat Boyer, Karen Landsverk*
4. REPORTS
 - 4.A. Student Report
 - 4.B. Superintendent's Report
 - 4.C. Committee Reports
 - 4.D. Board & Administrator
5. CONSENT AGENDA
 - 5.A. Minutes
 - 5.B. Financial Report
 - 5.C. Disbursements
 - 5.D. Annual Agenda
 - 5.E. Designate Official Depositories: *Sherburne State Bank, Minnesota School District Liquid Assets Fund, and PMA/MN Trust*
 - 5.F. Designate Auditor: *Bergen KDV, Ltd. has been approved through FY23*
 - 5.G. Designate Legal Counsel: *Kennedy & Graven*
 - 5.H. Designate Official Newspaper: *Patriot News*
 - 5.I. Designate Official School Board Meeting Dates: *First Monday of Each Month, with the exceptions noted in description.*
 - 5.J. Authorize Superintendent and Business Manager to Conduct Electronic Fund Transfers Pursuant to MS 471.38 Subd 3 and Subd 3a.
 - 5.K. Authorize Director of Transportation to Schedule Routes, Establish Bus Stops and Discretion in Control and Discipline of School Children with School District Administration per MN State Statute 123B.88.
6. PERSONNEL
7. GIFTS
8. FIRST READING
9. SECOND READING
10. PARAMETERS RESOLUTION
11. ADJOURN

Becker School Board Committee Assignments 2021

Committee	A. Jurek Chair	C. Graham Director	S. Schafer Director	R. Obermoller Clerk	C. Robinson Treasurer	M. Swanson Vice-Chair
Activities Advisory Committee				X	X	
Administrative Negotiations	X				X	
Calendar Committee	X					
Certified (Teachers) Negotiations		X			X	X
Classified Negotiations	X		X	X		
Community Education				X		
Curriculum Advisory		X				X
ECFE	X					
Facilities	X					X
Finance				X	X	
Free & Reduced Price Meals Representative					X	
Individual Contracts			X	X		X
Nutrition Representative			X			
Technology Committee Representative						X
TRAK Committee Representative		X				

Chair Jurek called the regular meeting of the School Board of District #726 to order on the 6th day of December, 2021 at 6:30 p.m. in the Teaching & Learning Center.

Roll Call.

Members present: Cindy Graham, Aaron Jurek, Ryan Obermoller, Connie Robinson, Sarah Schafer, Mark Swanson

Members absent: None

Others present: Jeremy Schmidt, Superintendent
 Kevin Januszewski, Director of Finance

Citizen Comments: None

Reports, provided by Superintendent Schmidt, School Board Student Representatives, Curriculum & Activities Committee Meeting Updates

Presentation of World’s Best Workforce and Achievement & Integration Report, by Minda Anderson

Motion by Mark Swanson, seconded by Ryan Obermoller, to **Approve the Consent Agenda,** as presented. Upon roll call vote, motion carried unanimously.

CONSENT AGENDA

MINUTES: November 8, 2021 Regular School Board Meeting

FINANCIAL REPORT

EXPENDITURES						Prior Year
Fund	2021-22		2021-22	Remaining	%	% Spent to Date
	Budget	November 2021	Year-to-Date	Budget	Spent	
General	35,337,094	3,081,637	10,587,462	24,749,632	29.96%	31.49%
Food Service	1,732,509	176,075	492,185	1,240,324	28.41%	30.16%
Community Service	1,543,562	150,169	564,459	979,103	36.57%	32.04%
Debt Service	3,426,201	-	414,308	3,011,893	12.09%	8.90%
					28.68%	
	\$ 42,039,366	\$ 3,407,881	\$ 12,058,414	\$ 29,980,952	%	29.61%

DISBURSEMENTS – in the amount of \$2,040,305.87

PERSONNEL

Name	Status	Job Title	Location	Hrs Per Day/FTE	Group	Replacing	Effective	Wage
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Anderson, Hannah	New	Playground Supervisor	PS	3.25 Hours Per Day	MultiUnit	R. Speer	11/29/2021	\$17.34 Per Hour
Anderson, Hannah	New	Camp Opportunity Lead	PS/IS	4 Hours Per Day, 3 Days Per Week	Camp Opportunity	n/a	12/3/2021	\$15.72 Per Hour
Arrigoni, Ruth	Increase Hours	Server	PS	5 Minutes	MultiUnit	n/a	9/7/2021	Use Current Wage
Berthiaume, Kelsey	Change in Assignment	Admin. Asst./SPED Para	EC (PS)	M-F 3 Hours Admin. Asst./M-TH 4.75 Hours as SPED Para	MultiUnit	M. Goenner	12/1/2021	Admin Asst.: \$17.34 Per Hour/SPED Asst.: Use Current Wage
Berthiaume, Kelsey	Resignation	Special Education Paraprofessional	PS	6.5	MultiUnit	n/a	11/30/21	n/a
Bishir, Heidi	Change in Assignment	Special Education Paraprofessional	IS	6.5 Hours Per Day	MultiUnit	A. Lawrance	12/6/2021	\$17.34 Per Hour
Bishir, Heidi	Resignation	Server	MS	2 Hours, 20 Minutes	NonUnion	n/a	12/2/21	n/a
Brozynski, Shelley	New	Food Service Worker	MS	2 Hours, 20 Minutes Per Day	NonUnion	H. Bishir	12/6/2021	\$14.25 Per Hour
Doucette, Callie	Resignation	Girls Track & Field Coach	MS	Seasonal	BEA - Schedule C	n/a	11/24/21	n/a
Doucette, Kirsten	Correction to Approved Hours	Admin. Asst./Student Systems	IS	7.5 (previously approved as 8 hours)	MultiUnit	n/a	09/07/21	Use Current Wage
Engelby, Steve	Resignation	Bus Driver	Bus Garage	2 Routes Per Day	Transportation	n/a	1/3/22	n/a
Heimerl, Dayna	New Assignment	Special Education Paraprofessional	HS	7 Hours Per Day	MultiUnit	n/a	11/29/21	Use Current Wage
Heimerl, Dayna	Change in Assignment	Special Education Paraprofessional	HS	6.5 Hours Per Day	MultiUnit	Self	11/08/21	Use Current Wage
Jassmann, Krista	New	Special Education Paraprofessional	PS	6.5 Hours Per Day	MultiUnit	K. Berthiaume	12/1/2021	\$17.34 Per Hour
Jensen, Liza	Additional Appointment	AM/PM Bus/Student Supervisor	PS	30 Minutes Per Day	MultiUnit	J. Lemire	12/1/2021	Use Current Wage

Johnson, Patty	Increase Hours	Server	PS	5 Minutes	MultiUnit	n/a	09/07/21	Use Current Wage
Lawrance, Abigail	Change in Assignment	Special Education Paraprofessional	PS	6.5 Hours Per Day	MultiUnit	J. Lemire	12/1/21	Use Current Wage
Lawrance, Abigail	Resignation	Special Education Paraprofessional	IS	6.5 Hours Per Day	MultiUnit	n/a	11/30/21	n/a
Lawrance, Abigail	Resignation	Safety Patrol Supervisor	IS	30 Minutes Per Day	MultiUnit	n/a	11/30/21	n/a
Lindbom, Patty	Resignation	Head Volleyball Coach	HS	Seasonal	BEA - Schedule C	n/a	11/22/21	n/a
Miller, Julie	New	Special Education Paraprofessional	PS	6.5 Hours Per Day	MultiUnit	S. Lommel	11/18/21	\$17.34 Per Hour
Mills, Stephanie	Additional Appointment	Safety Patrol Supervisor	IS	30 Minutes Per day	MultiUnit	A. Lawrance	11/29/21	Use Current Wage
Offerdahl, Denise	New Assignment	Special Education Teacher	IS	.5 FTE	BEA	M. Thorpe	11/18/21	BA Lane, Step 1 @ .5 FTE
Offerdahl, Denise	Resignation	Special Education Paraprofessional	IS	3.25 Hours Per Day	MultiUnit	n/a	1/1/22	n/a
Offerdahl, Denise	Resignation	Bus Supervisor	IS	1 Hour Per Day	MultiUnit	n/a	10/18/21	n/a
Opstad, Breann	Increase Hours	Special Education Paraprofessional	MS	30 Minutes Per Day	MultiUnit	D. Heimerl	11/18/21	Use Current Wage
Savard, Mindy	New	Paraprofessional	PS	6.5 Hours Per Day	MultiUnit	n/a	9/24/2021	\$17.34 Per Hour
Sieg, Mike	New	AM/PM Bus Driver	Bus Garage	3.5 Hours Per Day	Transportation	n/a	11/22/21	\$38.62 Per Hour
Speer, Rick	Change in Assignment	Special Education Paraprofessional	IS	3.25 Hours Per Day	MultiUnit	D. Offerdahl	11/8/2021	Use Current Wage
Stach, Barbara	Increase Hours	Server	PS	5 Minutes Lunch Shift, 40 Minutes Breakfast Shift	MultiUnit	n/a	9/7/21	Use Current Wage

Vanbruggen, Kari	Increase Hours	Transportation Paraprofessional	Bus Garage	1 Hour, 10 Minutes Per Day	MultiUnit	n/a	12/01/21	Use Current Wage
Whittaker, Steve	Resignation	Asst. Boys Golf Coach	HS	Seasonal	BEA - Schedule C	n/a	11/29/21	n/a

SUPERINTENDENT CONTRACT, 23-25

NON-UNION CONTRACT, JANUARY 2022 – JUNE 2025

RESOLUTION ESTABLISHING COMBINED POLLING PLACES

WORLD’S BEST WORKFORCE REPORT SUMMARY

Motion by Ryan Obermoller, seconded by Connie Robinson, to ***Approve the FY21 Financial Audit, as presented.*** Motion carried unanimously.

Motion by Ryan Obermoller, seconded by Cindy Graham, to ***Approve the Payable 2022 Levy in the Amount of \$11,442,066.80.*** Motion carried unanimously.

Motion by Ryan Obermoller, seconded by Mark Swanson, to ***Accept the Following Gifts:***

Donor Name	Description of Gift	Purpose of Gift
Becker Lions Club	\$2,500.00	Drama Department
Liberty Paper	\$250.00	Dance Team
Liberty Paper	\$250.00	Drama Department

Motion carried unanimously.

Motion by Connie Robinson, seconded by Sarah Schafer, to ***Approve the 2022-2023 School Year Calendar, as presented.*** Motion carried unanimously.

Motion by Mark Swanson, seconded by Connie Robinson, to ***Approve the Recommendation to Hire for a Human Resources Position.*** Motion carried unanimously.

A ***First Reading*** was held on the following policy:

410 Revised Family and Medical Leave

A ***Second Reading*** will be held at the January, 2022 School Board Meeting

Motion by Mark Swanson, seconded by Ryan Obermoller, to ***Approve the Following Policy Recommendations:***

- 534 ***Renumber*** Radiological Emergency Plan (REP) for Schools Potassium Iodide Distribution (now 599)
- 534 ***New*** School Meals

Motion carried unanimously.

Motion by Mark Swanson, seconded by Ryan Obermoller, to ***Approve a Resolution for Support of Fully Funding Individuals with Disabilities Education Act (IDEA)***. Motion carried unanimously.

The meeting was adjourned at 8:37 p.m.

Aaron Jurek, Chair

Ryan Obermoller, Clerk

Recorder: Angela Oswald

BECKER PUBLIC SCHOOLS
MONTHLY FINANCIAL REPORT
December 2021

EXPENDITURES

Fund	2021-22 Budget	December 2021	2021-22 Year-to-Date	Remaining Budget	% Spent
General	35,337,094	2,881,876	13,469,338	21,867,756	38.12%
Food Service	1,732,509	178,108	670,293	1,062,216	38.69%
Community Service	1,543,562	156,835	721,294	822,268	46.73%
Debt Service	3,426,201	-	414,308	3,011,893	12.09%
	\$ 42,039,366	\$ 3,216,819	\$ 15,275,233	\$ 26,764,133	36.34%

Anderson, Ashley	New	Special Educaiton Paraprofessional	MS	7 Hours Per Day	MultiUnit	D. Heimerl	1/3/2022	\$17.34 Per Hour
Backlund, Stephanie	Change in Assignment	Night Lead Custodian	HS	8 Hours Per Day	MultiUnit	L. Farr	1/7/22	According to MU Salary Schedule
Bauer, Chery	Resignation	Food Server	HS	2 Hours, 25 Minutes Per Day	NonUnion	n/a	12/31/2021	n/a
Blumeshine, Chyanne	New	Bus Driver	Bus Garage	3.5 Hours Per Day	Transportation	K. Spoden	12/30/21	\$41.73 Per Route
Crowley, Nick	New	Boys Basketball Coach	MS	Seasonal	BEA Schedule C	M. O'Neill	1/3/2022	\$2,262 Per Season
Eigen, Matt	Resignation	Varsity Baseball Asst. Coach	HS	Seasonal	BEA Schedule C	n/a	12/16/2021	n/a
Falde, Hanna	New	Food Service Worker	MS	2 Hours, 20 Minutes Per Day	NonUnion	V. Reich	01/03/22	\$15.00 Per Hour
Farr, Larry	Resignation	Night Lead Custodian	HS	8 Hours Per Day	MultiUnit	n/a	1/6/22	n/a
Fast, Janelle	Additional Minutes Per Day	Ala Carte Cashier	MS	55 Minutes Per Day	MultiUnit	K. Miller	12/8/21	\$16.75 Per Hour
Gibbons, Robin	Additional Minutes Per Day	Lead Cook	HS	45 Minutes Per Day	MultiUnit	n/a	1/3/2022	Use Current Wage
Kiminski, Matt	New	Musical Vocal Director	MS	Seasonal	BEA Schedule C	K. Lovold	12/14/21	\$3,301 Per Season
Kurhajetz, Joseph	New	Robotics Co-Asst. Coach	HS	Seasonal	BEA Schedule C	M. Kolbinger	12/06/21	\$1,872.50 Per Season
Miller, Julie	Correction in Starting Salary	Special Educaiton Paraprofessional	PS	6.5 Hours Per Day	MultiUnit	S. Lommel	11/18/2021	\$18.08 Per Hour
Name	Status	Job Title	Location	Hrs Per Day/FTE	Group	Replacing	Effective	Wage
Rose, Shaun	New	Boys Basketball Coach	MS	Seasonal	BEA Schedule C	T. Niedfeldt	1/3/2022	\$2,262 Per Season
Speer, Rick	Resignation	Playground Supervisor	PS	3 Hours Per Day	MultiUnit	n/a	11/5/2021	n/a
Spencer, Jennifer	New	Long-Term Substitute	PS	1 FTE	Long-Term Substitute Individual Contract	R. Slimmer	12/16/21 - 3/10/22	MA Lane, Step 8 (\$324.21 per day x 53 days) = \$17,183.13
Stich, John	New	Robotics Co-Asst. Coach	HS	Seasonal	BEA Schedule C	M. Kolbinger	12/6/2021	\$1,872.50 Per Season
Tschida, Riley	Termination of Employment	School Nurse	PS	7 Hours Per Day	MultiUnit	n/a	01/03/22	n/a
Vealetzek, Jessica	New	Head Volleyball Coach	HS	Seasonal	BEA Schedule C	P. Lindbom	08/15/22	\$4,989 Per Season
Vealetzek, Jessica	Resignation	JV Vollebyall Coach	HS	Seasonal	BEA Schedule C	n/a	12/3/21	n/a

January 1, 2022

Policy 706 Acceptance of Gifts permits the school board to accept donations or gifts under the terms of the policy. I recommend accepting the gifts as described below.

Donor Name	Description of Gift	Purpose of Gift
Becker Youth Wrestling	\$2,917.00	Wrestling Singlets
Central MN Library Exchange	\$1,000.00	PS/IS Author Visit
Circuit Check	\$500.00	Robotics Program
Clear Lake Lions	\$1,000.00	One Book/One School Program
DPI	\$1,000.00	Robotics Program
Hilltop Trailer Sales, Inc.	\$250.00	Dance Team
Jurek Bros. Construction	\$500.00	Robotics Program
Ultra Machining Co.	\$2,000.00	Robotics Program

491 - MANDATORY COVID-19 VACCINATION OR TESTING AND FACE COVERINGS

[Note: School districts are required by federal and state regulations to have a policy addressing these issues. The federal Occupational Safety and Health Administration ("OSHA") implemented the Emergency Temporary Standard on Vaccination and Testing ("ETS"). These regulations then were adopted by the Minnesota Occupational Safety and Health Administration ("MNOSHA") requiring employers, including school districts, to "establish, implement, and enforce" one of two policies: (1) a mandatory vaccination policy, or (2) a mandatory vaccination or testing and masking policy. Note that under the first policy, testing and masking still may be implemented if an employee is granted a reasonable accommodation, whereas under the second policy employees may test and mask even if they do not have a disability or religious belief that prevents them from being vaccinated. This model policy is for option 2, the mandatory vaccination or testing and face covering policy.]

I. PURPOSE

The purpose of this policy is to comply with federal and state legal requirements related to the health and safety of school district students, staff and visitors due to the COVID-19 pandemic. The school district's intent is that this policy meet, and should be read consistent with, the procedures mandated by the Occupational Safety and Health Administration's ("OSHA's") Emergency Temporary Standard on Vaccination and Testing ("ETS") (see 29 C.F.R. § 1910.501) as adopted by the Minnesota Occupational Safety and Health Administration ("MNOSHA"), to the extent these regulations are adopted and enforceable. This policy shall be governed by the laws of, and applicable to, the State of Minnesota. If any part of this policy is construed to be in violation of any law, it shall not be enforced, but portions remaining valid shall remain in full force and effect.

II. SCOPE

This policy applies to all employees of the school district, both full and part-time. For purposes of this policy, the term "employees" includes all part-time employees, student employees, and temporary or seasonal employees, but does not apply to volunteers, independent contractors, employees who are employed through a staffing agency, or employees who do not report to a workplace where other employees or students are present, except as modified by law.

III. DEFINITIONS

- A. "Authorized telehealth proctor" means someone who is trained to observe sample collection and provide instructions and result interpretation assistance to individuals taking a COVID-19 test.
- B. "COVID-19 antigen test" means an in vitro diagnostic test used to detect active SARS-CoV-2 infection approved or authorized for emergency use by the U.S. Food and Drug Administration ("FDA").
- C. "COVID-19 nucleic acid amplification test ("NAAT")" means a molecular test that detects the ribonucleic acid ("RNA") sequences that compromise the genetic material of the virus approved or authorized for emergency use by the FDA.

IV. OVERVIEW AND GENERAL INFORMATION

- A. Any employee that chooses to be vaccinated against COVID-19 must be fully vaccinated no later than January 10, 2022. Any employee not fully vaccinated by January 10, 2022, will be subject to the regular testing and face covering requirements of this policy until fully vaccinated.
- B. Employees will be considered fully vaccinated two weeks after receiving the requisite number of doses of a COVID-19 vaccine. Employees will be considered partially vaccinated if they received only one dose of a two-dose vaccine. This policy does not require booster vaccinations.
- C. Employees are responsible for scheduling their own vaccination appointments through their medical provider or pharmacy. The school district may hold vaccine clinics that the employee may attend, but the availability of a vaccine clinic does not shift the responsibility of obtaining a vaccination from the employee.
- D. An employee who does not comply with this policy will be subject to disciplinary action as set forth in School District policy and the employee's collective bargaining agreement ("CBA") or employment contract or other agreement, to the extent applicable.

V. VACCINATION STATUS AND ACCEPTABLE FORMS OF PROOF OF VACCINATION

- A. All vaccinated employees are required to provide proof of full COVID-19 vaccination, regardless of where they are vaccinated, and even if employees received a vaccination through a school district sponsored clinic. Proof must be provided before January 10, 2022. If the school district does not receive proof of full vaccination from an employee by January 10, 2022, that employee will be considered unvaccinated until such proof is received.
- B. Proof of vaccination must be submitted to *[insert name of school official]*. Acceptable submissions include emailing a copy of the proof of vaccination, providing a physical copy of the proof of vaccination, or bringing the proof of vaccination for the *[insert name of school official]* to copy.
- C. Acceptable Proof of Vaccination Status

The following forms of proof of vaccination status will be accepted:
 - 1. The record of immunization from a healthcare provider or pharmacy;
 - 2. A copy of the COVID-19 vaccination Record Card;
 - 3. A copy of medical records documenting the vaccination;
 - 4. A copy of immunization records from a public health, state, or tribal immunization information system; or
 - 5. A copy of any other official documentation that contains the type of vaccine administered, date(s) of administration, and the name of the healthcare professional(s) or clinic site(s) administering the vaccine(s).
- D. Proof of vaccination must include the employee's name and should include the type of vaccine administered, the date(s) of administration, and the name of the healthcare professional(s) or clinic site(s) that administered the vaccine. In some cases, state immunization records may not include one or more of these data fields, such as clinic site. In those circumstances the school district will accept the state immunization record

as acceptable proof of vaccination.

- E. If an employee is unable to produce one of these acceptable forms of proof of vaccination, despite attempts to do so (e.g., by trying to contact the vaccine administrator or state health department), the employee can provide a signed and dated statement attesting to his/her vaccination status (fully vaccinated or partially vaccinated); attesting that the employee lost and is otherwise unable to produce one of the other forms of acceptable proof; and including the following language:

“I declare (or certify, verify, or state) that this statement about my vaccination status is true and accurate. I understand that knowingly providing false information regarding my vaccination status on this form may subject me to criminal penalties.”

Employees who attest to their vaccination status in this manner shall, to the best of their recollection, include in their attestation the type of vaccine administered, the date(s) of the administration, and the name of the healthcare professional(s) or clinic site(s) administering the vaccine.

- F. To satisfy this policy, the COVID-19 vaccine must be approved or authorized for emergency use by the Federal Food and Drug Administration (“FDA”), or listed for emergency use by the World Health Organization (“WHO”).

VI. SUPPORTING COVID-19 VACCINATION

- A. An employee may take up to four hours of paid leave per dose to travel to the vaccination site, receive a COVID-19 vaccination, and return to work. A maximum of eight hours of paid leave will be provided for employees receiving two primary doses. Paid leave provided for obtaining a COVID-19 vaccination will not affect or reduce any accrued leave time (e.g., vacation or sick leave). If an employee does not require the full use of four or eight hours to obtain the vaccine, only the necessary amount of duty time will be granted. Employees who take longer than four or eight hours to obtain the vaccine must send their supervisor an email documenting the reason for the additional time. Any additional time requested will be granted, if reasonable, but will not be paid by the school district. An employee may elect, however, to substitute accrued paid leave in lieu of unpaid leave. Employees vaccinated outside of their approved work hours will not be compensated unless previously agreed to in writing by the school district.
- B. Employees may utilize up to two workdays of accrued paid sick leave immediately following receipt of each primary dose if they experience side effects from the COVID-19 vaccination that prevent them from working. Employees who have no accrued sick leave will be granted up to two days of additional paid sick leave immediately following each primary dose, if necessary, upon written approval by the school district.
- C. Employees are to follow the school district procedures in requesting sick leave for duty time missed to obtain the COVID-19 vaccine or sick leave to recover from side effects.
- D. Paid leave will not be provided by the school district for booster shots for employees who have been fully vaccinated.
- E. Nothing in this policy should be construed to create a right to paid leave for any vaccination other than the one or two primary COVID-19 vaccination doses.

VII. ACCOMMODATION REQUESTS

Employees may request an accommodation from this vaccination policy if the vaccine is medically contraindicated for them or medical necessity requires a delay in vaccination. Employees also may be legally entitled to a reasonable accommodation if they cannot be vaccinated, test for COVID-19, and/or wear a face covering (as otherwise required by this policy) because of a disability, or if the provisions in this policy for vaccination, and/or testing for COVID-19, and/or wearing a face covering conflict with a sincerely held religious belief, practice, or observance. Requests for reasonable accommodations must be initiated by the employees by submitting a written request to *[insert name of school official]*. All such requests will be handled in accordance with applicable laws and regulations.

VIII. COVID-19 TESTING

- A. Effective January 10, 2022, all employees who are not fully vaccinated and who have not received a reasonable accommodation pursuant to Section VII. of this policy will be required to comply with Sections VIII. and IX. of this policy.
- B. Effective February 9, 2022, employees who report to the workplace at least once every seven days:
 - 1. Must be tested for COVID-19 at least once every seven days; and
 - 2. Must provide documentation of the most recent COVID-19 test result to *[insert name of school official]* no later than the seventh day following the date on which the employee last provided a test result.
- C. An employee who does not report to the workplace during a period of seven or more days (e.g., teleworking or on vacation for two weeks):
 - 1. Must be tested for COVID-19 within seven days prior to returning to the workplace; and
 - 2. Must provide documentation of that test result to *[insert name of school official]* upon return to the workplace.
- D. Employees who do not provide documentation of a COVID-19 test result as required by this policy, will be removed from the workplace until a test result is provided.
- E. Employees who received a positive COVID-19 test or have been diagnosed with COVID-19 by a licensed healthcare provider are not required to undergo COVID-19 testing for 90 days following the date of their positive test or diagnosis. Employees must provide proof of the positive test result or diagnosis to *[insert name of school official]*.
- F. Approved COVID-19 Tests
Approved COVID-19 tests are tests for SARS-CoV-2 that are:
 - 1. Cleared, approved, or authorized, including in an Emergency Use Authorization (EUA), by the FDA to detect current infection with the SARS-CoV-2 virus;
 - 2. Administered in accordance with the authorized instructions; and
 - 3. Not both self-administered and self-read unless observed by the school district or an authorized telehealth proctor.
- G. Employees who elect to complete weekly testing in lieu of getting fully vaccinated may test during the regular workday. Employees must abide by the following testing

procedures:

[Insert a description of the school district's testing procedures.]

Employees may be responsible for paying the cost of testing depending on the employee's CBA or contract with the school district.

IX. FACE COVERINGS

- A. Employees covered by this policy who are not fully vaccinated will be required to wear a face covering. Face coverings must (1) completely cover the nose and mouth; (2) be made with two or more layers of a breathable fabric that is tightly woven (i.e. fabrics that do not let light pass through when held up to a light source); (3) be secured to the head with ties, ear loops, or elastic bands that go behind the head; (4) fit snugly over the nose, mouth, and chin with no large gaps on the outside of the face; and (5) be a solid piece of material without slits, exhalation valves, visible holes, punctures, or other openings. Acceptable face coverings include clear face coverings or cloth face coverings with a clear plastic panel that, despite the non-cloth material allowing light to pass through, otherwise meet these criteria and which may be used to facilitate communication with people who are deaf or hard-of-hearing or others who need to see a speaker's mouth or facial expressions to understand speech or sign language respectively. If gaiters are worn, they should have two layers of fabric or be folded to make two layers.
- B. Employees who are not fully vaccinated must wear face coverings over the nose and mouth when indoors and when occupying a vehicle with another person for work purposes.
- C. Employees who choose to remain unvaccinated are responsible for providing their own face covering that complies with this policy.
- D. The following are exceptions to the school district's requirements for face coverings required by this policy:
 - 1. When an employee is alone in a room with floor-to-ceiling walls and a closed door.
 - 2. For a limited time, while an employee is eating or drinking at the workplace or for identification purposes in compliance with safety and security requirements.
 - 3. When an employee is wearing a respirator or facemask, as those terms are defined by 29 C.F.R. § 1910.501(c) or other applicable OSHA/MNOSHA regulation.
 - 4. Where the school district has determined that the use of face coverings is infeasible or creates a greater hazard (e.g., when it is important to see the employee's mouth for reasons related to the employee's job duties, when the work requires the use of the employee's uncovered mouth, or when the use of a face covering presents a risk of serious injury or death to the employee).
- E. The face covering requirements are applicable regardless of any other school district policy, resolution, regulation or administrative directives regarding face coverings.

X. EMPLOYEE NOTIFICATION OF COVID-19 AND REMOVAL FROM THE WORKPLACE

- A. The school district will require employees to promptly notify *[insert name of school*

official] when they test positive for COVID-19 or are diagnosed with COVID-19 by a licensed healthcare provider.

[Insert a description as to how employees will communicate with the school district if they are sick or experiencing symptoms while at home or at work.]

[Insert a description of any leave policies specific to this policy that the school district will implement for employees who test positive or are diagnosed with COVID-19.]

B. Medical Removal from the Workplace

The school district also implemented a policy for keeping COVID-19 positive employees from the workplace in certain circumstances. The school district will immediately remove employees from the workplace if they received a positive COVID-19 test or are diagnosed with COVID-19 by a licensed healthcare provider (i.e., immediately send them home or to seek medical care, as appropriate).

[Insert a description of the school district's policies for removing employees from the workplace and any relevant procedures for working remotely or in isolation.]

C. Return to Work Criteria

1. For employees removed because they are COVID-19 positive, the school district will keep them removed from the workplace until the employees receive a negative result on a COVID-19 nucleic acid amplification test ("NAAT") following a positive result on a COVID-19 antigen test if the employees choose to seek a NAAT test for confirmatory testing; meet the return to work criteria in the "Isolation Guidance" of the Centers for Disease Control and Prevention ("CDC"); or receive a recommendation to return to work from a licensed healthcare provider.
2. Under the CDC's "Isolation Guidance," asymptomatic employees may return to work once 10 days have passed since a positive test, and symptomatic employees may return to work after all the following are true:
 - a. At least 10 days have passed since symptoms first appeared, and
 - b. At least 24 hours have passed with no fever without fever-reducing medication, and
 - c. Other symptoms of COVID-19 are improving (loss of taste and smell may persist for weeks or months and need not delay the end of isolation).

If an employee has severe COVID-19 or an immune disease, the school district will follow the guidance of a licensed healthcare provider regarding return to work.

3. *[Insert description of any additional school district policies for employees returning to work following removal from the workplace due to COVID-19.]*

XI. NEW HIRES

All new employees are required to be in compliance with this policy before arriving at the workplace as a condition of employment. Potential candidates for employment will be notified of the requirements of this policy prior to the start of employment.

XII. CONFIDENTIALITY AND PRIVACY

All medical information collected from individuals, including vaccination information, test results,

and any other information obtained as a result of testing, will be treated in accordance with applicable laws and policies on confidentiality and policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
Minn. Stat. Ch. 182 (Occupational Safety and Health)
Minn. Stat. § 363A.20 (Exemption Based on Employment)
Minn. R. Pt. 5205.0010, subp. 2, QQ (Adoption of Federal Occupational Health and Safety Standards by Reference)
29 C.F.R. § 1910.501 (Emergency Temporary Standard on Vaccination and Testing)
42 U.S.C. § 2000-e, et seq. (Equal Employment Opportunity)
42 U.S.C. § 12101, et seq. (Americans with Disabilities Act)
29 C.F.R. § 1630.14(d)(4) (Medical Examinations and Inquiries Specifically Permitted)

Cross References: MSBA/MASA Model Policy 401 (Equal Employment Opportunity)
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)
MSBA/MASA Model Policy 412 (Expense Reimbursement)
MSBA/MASA Model Policy 807 (Health and Safety)
Centers for Disease Control's "Isolation Guidance" found at:
<https://www.cdc.gov/coronavirus/2019-ncov/your-health/quarantine-isolation.html>.

Adopted: February 7, 2005

Revised: August 3, 2015

Reviewed: July 12, 2021

410 FAMILY AND MEDICAL LEAVE POLICY

I. PURPOSE

The purpose of this policy is to provide for family and medical leave to school district employees in accordance with the Family and Medical Leave Act of 1993 (FMLA) and also with parenting leave under state law.

II. GENERAL STATEMENT OF POLICY

The following procedures and policies regarding family and medical leave are adopted by the school district, pursuant to the requirements of the FMLA and consistent with the requirements of the Minnesota parenting leave laws.

III. DEFINITIONS

A. “Covered active duty” means:

1. in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and
2. in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in 10 U.S.C. § 101(a)(13)(B).

B. “Covered servicemember” means:

1. a member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or
2. a covered veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces, including a member of the National Guard or Reserves, and was discharged or released under conditions other than dishonorable, at any time during the period of five years preceding the first date the eligible employee takes FMLA leave to care for the covered veteran.

C. “Eligible employee” means an employee who has been employed by the school

district for a total of at least 12 months and who has been employed for at least 1,250 hours of service during the 12-month period immediately preceding the commencement of the leave. An employee returning from fulfilling his or her Uniformed Services Employment and Reemployment Rights Act (USERRA)-covered service obligation shall be credited with the hours of service that would have been performed but for the period of absence from work due to or necessitated by USERRA-covered service. In determining whether the employee met the hours of service requirement, and to determine the hours that would have been worked during the period of absence from work due to or necessitated by USERRA-covered service, the employee's pre-service work schedule can generally be used for calculations. While the 12 months of employment need not be consecutive, employment periods prior to a break in service of seven years or more may not be counted unless the break is occasioned by the employee's fulfillment of his or her USERRA-covered service obligation or a written agreement, including a collective bargaining agreement, exists concerning the school district's intention to rehire the employee after the break in service.

- D. "Military caregiver leave" means leave taken to care for a covered servicemember with a serious injury or illness.
- E. "Next of kin of a covered servicemember" means the nearest blood relative other than the covered servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the covered servicemember by court decree or statutory provisions, brothers and sisters, grandparents, aunts and uncles, and first cousins, unless the covered servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of military caregiver leave under the FMLA. When no such designation is made and there are multiple family members with the same level of relationship to the covered servicemember, all such family members shall be considered the covered servicemember's next of kin, and the employee may take FMLA leave to provide care to the covered servicemember, either consecutively or simultaneously. When such designation has been made, the designated individual shall be deemed to be the covered servicemember's only next of kin.
- F. "Outpatient status" means, with respect to a covered servicemember who is a current member of the Armed Forces, the status of a member of the Armed Forces assigned to:
 - 1. a military medical treatment facility as an outpatient; or
 - 2. a unit established for the purpose of providing command and control of members of the Armed Forces receiving care as outpatients.
- G. "Qualifying exigency" means a situation where the eligible employee seeks leave for one or more of the following reasons:
 - 1. to address any issues that arise from a short-notice deployment (seven

- calendar days or less) of a covered military member;
2. to attend military events and related activities of a covered military member;
 3. to address issues related to childcare and school activities of a covered military member's child;
 4. to address financial and legal arrangements for a covered military member;
 5. to attend counseling provided by someone other than a health care provider for oneself, a covered military member, or his/her child;
 6. to spend up to 15 calendar days with a covered military member who is on short-term, temporary rest and recuperation leave during a period of deployment;
 7. to attend post-deployment activities related to a covered military member;
 8. to address parental care needs; and
 9. to address other events related to a covered military member that both the employee and school district agree is a qualifying exigency.
- H. "Serious health condition" means an illness, injury, impairment, or physical or mental condition that involves:
1. inpatient care in a hospital, hospice, or residential medical care facility; or
 2. continuing treatment by a health care provider.
- I. "Spouse" means a husband or wife. For purposes of this definition, husband or wife refers to the other person with whom an individual entered into marriage as defined or recognized under state law for purposes of marriage in the state in which the marriage was entered into or, in the case of a marriage entered into outside of any state, if the marriage is valid in the place where entered into and could have been entered into in at least one state. This definition includes an individual in a same-sex or common law marriage that either: (1) was entered into in a state that recognizes such marriages; or (2) if entered into outside of any state, is valid in the place where entered into and could have been entered into in at least one state.
- J. "Veteran" has the meaning given in 38 U.S.C. § 101.

IV. LEAVE ENTITLEMENT

A. Twelve-week Leave under Federal Law

1. Eligible employees are entitled to a total of 12 work weeks of unpaid family or medical leave during the applicable 12-month period as defined below, plus any additional leave as required by law. Leave may be taken for one or more of the following reasons in accordance with applicable law:
 - a. birth of the employee's child and to care for such child;
 - b. placement of an adopted or foster child with the employee;
 - c. to care for the employee's spouse, son, daughter, or parent with a serious health condition;
 - d. the employee's serious health condition makes the employee unable to perform the functions of the employee's job; and/or
 - e. any qualifying exigency arising from the employee's spouse, son, daughter, or parent being on covered active duty, or notified of an impending call or order to covered active duty in the Armed Forces.
2. For the purposes of this policy, "year" is defined as a rolling 12-month period measured backward from the date an employee's leave is to commence.
3. An employee's entitlement to FMLA leave for the birth, adoption, or foster care of a child expires at the end of the 12-month period beginning on the date of the birth or placement.
4. A "serious health condition" typically requires either inpatient care or continuing treatment by or under the supervision of a health care provider, as defined by applicable law. Family and medical leave generally is not intended to cover short-term conditions for which treatment and recovery are very brief.
5. A "serious injury or illness," in the case of a member of the Armed Forces, including a member of the National Guard or Reserves, means:
 - a. injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and
 - b. in the case of a covered veteran who was a member of the Armed

Forces, including a member of the National Guard or Reserves, at any time, during the period of five years preceding the date on which the veteran undergoes the medical treatment, recuperation, or therapy, means a qualifying injury or illness that was incurred by the member in the line of duty on active duty in the Armed Forces or that existed before the beginning of the member's active duty and was aggravated by service in the line of duty in the Armed Forces and that manifested itself before or after the member became a veteran, and is:

- (i) a continuation of a serious injury or illness that was incurred or aggravated when the covered veteran was a member of the Armed Forces and rendered the servicemember unable to perform the duties of the servicemember's office, grade, rank, or rating; or
 - (ii) a physical or mental condition for which the covered veteran has received a U.S. Department of Veterans Affairs Service-Related Disability (VASRD) rating of 50 percent or greater and such VASRD rating is based, in whole or in part, on the condition precipitating the need for military caregiver leave; or
 - (iii) a physical or mental condition that substantially impairs the covered veteran's ability to secure or follow a substantially gainful occupation by reason of a disability or disabilities related to military service, or would do so absent treatment; or
 - (iv) an injury, including a psychological injury, on the basis of which the covered veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.
6. Eligible spouses employed by the school district are limited to an aggregate of 12 weeks of leave during any 12-month period for the birth and care of a newborn child or adoption of a child, the placement of a child for foster care, or to care for a parent. This limitation for spouses employed by the school district does not apply to leave taken: by one spouse to care for the other spouse who is seriously ill; to care for a child with a serious health condition; because of the employee's own serious health condition; or pursuant to Paragraph IV.A.1.e. above.
7. Depending on the type of leave, intermittent or reduced schedule leave may be granted in the discretion of the school district or when medically necessary. However, part-time employees are only eligible for a pro-rata portion of leave to be used on an intermittent or reduced schedule basis, based on their average hours worked per week. Where an intermittent or

reduced schedule leave is foreseeable based on planned medical treatment, the school district may transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of leave than does the employee's regular position, and which has equivalent pay and benefits.

8. If an employee requests a leave for the serious health condition of the employee or the employee's spouse, child, or parent, the employee will be required to submit sufficient medical certification. In such a case, the employee must submit the medical certification within 15 days from the date of the request or as soon as practicable under the circumstances.
9. If the school district has reason to doubt the validity of a health care provider's certification, it may require a second opinion at the school district's expense. If the opinions of the first and second health care providers differ, the school district may require certification from a third health care provider at the school district's expense. An employee may also be required to present a certification from a health care provider indicating that the employee is able to return to work.
10. Requests for leave shall be made to the school district. When leave relates to an employee's spouse, son, daughter, parent, or covered servicemember being on covered active duty, or notified of an impending call or order to covered active duty pursuant to Paragraph IV.A.1.e. above, and such leave is foreseeable, the employee shall provide reasonable and practical notice to the school district of the need for leave. For all other leaves, employees must give 30 days' written notice of a leave of absence where practicable. The failure to provide the required notice may result in a delay of the requested leave. Employees are expected to make a reasonable effort to schedule leaves resulting from planned medical treatment so as not to disrupt unduly the operations of the school district, subject to and in coordination with the health care provider.
11. The school district may require that a request for leave under Paragraph IV.A.1.e. above be supported by a copy of the covered military member's active duty orders or other documentation issued by the military indicating active duty or a call to active duty status and the dates of active duty service. In addition, the school district may require the employee to provide sufficient certification supporting the qualifying exigency for which leave is requested.
12. During the period of a leave permitted under this policy, the school district will provide health insurance under its group health plan under the same conditions coverage would have been provided had the employee not taken the leave. The employee will be responsible for payment of the employee contribution to continue group health insurance coverage during the leave. An employee's failure to make necessary and timely contributions may result in termination of coverage. An employee who

does not return to work after the leave may be required, in some situations, to reimburse the school district for the cost of the health plan premiums paid by it.

13. The school district ~~may request or requires~~ requires the employee to substitute accrued paid leave for any part of the 12-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave. The superintendent shall be responsible to develop directives and guidelines as necessary to implement this policy. Such directives and guidelines shall be submitted to the school board for annual review.

The school district shall comply with written notice requirements as set forth in federal regulations.

If bargained contractual language differs from this policy, the CBA language shall remain in effect unless negotiated otherwise.

14. Employees returning from a leave permitted under this policy are eligible for reinstatement in the same or an equivalent position as provided by law. However, the employee has no greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the leave.

B. Twelve-week Leave under State Law

An employee who does not qualify for parenting leave under Paragraphs IV.A.1.a. or IV.A.1.b. above may qualify for a 12-week unpaid leave which is available to a biological or adoptive parent in conjunction with the birth or adoption of a child, or to a female employee for prenatal care or incapacity due to pregnancy, childbirth, or related health conditions. The length of the leave shall be determined by the employee but must not exceed 12 weeks unless agreed by the employer. The employee may qualify if he or she has worked for the school district for at least 12 months and has worked an average number of hours per week equal to one-half of the full time equivalent during the 12-month period immediately preceding the leave. This leave is separate and exclusive of the family and medical leave described in the preceding paragraphs but may be reduced by any period of paid parental, disability, personal, or medical, or sick leave, or accrued vacation provided by the employer so that the total leave does not exceed 12 weeks, unless agreed by the employer, or leave taken for the same purpose under the FMLA. The leave taken under this section shall begin at a time requested by the employee. An employee who plans to take leave under this section must give the employer reasonable notice of the date the leave shall commence and the estimated duration of the leave. For leave taken by a biological or adoptive parent in conjunction with the birth or adoption of a child,

the leave must begin within 12 months of the birth or adoption; except that, in the case where the child must remain in the hospital longer than the mother, the leave must begin within 12 months after the child leaves the hospital.

C. Twenty-six-week Servicemember Family Military Leave

1. An eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered servicemember shall be entitled to a total of 26 work weeks of leave during a 12-month period to care for the servicemember. The leave described in this paragraph shall be available only during a single 12-month period. For purposes of this leave, the need to care for a servicemember includes both physical and psychological care.
2. During a single 12-month period, an employee shall be entitled to a combined total of 26 work weeks of leave under Paragraphs IV.A. and IV.C. above.
3. The 12-month period referred to in this section begins on the first day the eligible employee takes leave to care for a covered servicemember and ends 12 months after that date.
4. Eligible spouses employed by the school district are limited to an aggregate of 26 weeks of leave during any 12-month period if leave is taken for birth of the employee's child or to care for the child after birth; for placement of a child with the employee for adoption or foster care or to care for the child after placement; to care for the employee's parent with a serious health condition; or to care for a covered servicemember with a serious injury or illness.
5. The school district may request or require the employee to substitute accrued paid leave for any part of the 26-week period. Employees may be allowed to substitute paid leave for unpaid leave by meeting the requirements set out in the administrative directives and guidelines established for the implementation of this policy, if any. Employees eligible for leave must comply with the family and medical leave directives and guidelines prior to starting leave.
6. An employee will be required to submit sufficient medical certification issued by the health care provider of the covered servicemember and other information in support of requested leave and eligibility for such leave under this section within 15 days from the date of the request or as soon as practicable under the circumstances.
7. The provisions of Paragraphs IV.A.7., IV.A.10., IV.A.12., IV.A.13., and IV.A.14. above shall apply to leaves under this section.

V. SPECIAL RULES FOR INSTRUCTIONAL EMPLOYEES

- A. An instructional employee is one whose principal function is to teach and instruct students in a class, a small group, or an individual setting. This includes, but is not limited to, teachers, coaches, driver's education instructors, and special education assistants.
- B. Instructional employees who request foreseeable medically necessary intermittent or reduced work schedule leave greater than twenty percent of the work days in the leave period may be required to:
 - 1. take leave for the entire period or periods of the planned medical treatment; or
 - 2. move to an available alternative position for which the employee is qualified, and which provides equivalent pay and benefits, but not necessarily equivalent duties.
- C. Instructional employees who request continuous leave near the end of a semester may be required to extend the leave through the end of the semester. The number of weeks remaining before the end of a semester does not include scheduled school breaks, such as summer, winter, or spring break.
 - 1. If an instructional employee begins leave for any purpose more than five weeks before the end of a semester and it is likely the leave will last at least three weeks, the school district may require that the leave be continued until the end of the semester.
 - 2. If the employee begins leave for a purpose other than the employee's own serious health condition during the last five weeks of a semester, the school district may require that the leave be continued until the end of the semester if the leave will last more than two weeks or if the employee's return from leave would occur during the last two weeks of the semester.
 - 3. If the employee begins leave for a purpose other than the employee's own serious health condition during the last three weeks of the semester and the leave will last more than five working days, school district may require the employee to continue taking leave until the end of the semester.
- D. The entire period of leave taken under the special rules will be counted as leave. The school district will continue to fulfill the school district's leave responsibilities and obligations, including the obligation to continue the employee's health insurance and other benefits, if an instructional employee's leave entitlement ends before the involuntary leave period expires.

VI. OTHER

- A. The provisions of this policy are intended to comply with applicable law, including the FMLA and applicable regulations. Any terms used from the FMLA

will have the same meaning as defined by the FMLA and/or applicable regulations. To the extent that this policy is ambiguous or contradicts applicable law, the language of the applicable law will prevail.

- B. The requirements stated in the collective bargaining agreement between employees in a certified collective bargaining unit and the school district regarding family and medical leaves (if any) shall be followed.

VII. DISSEMINATION OF POLICY

- A. This policy shall be conspicuously posted in each school district building in areas accessible to employees.
- B. This policy will be reviewed at least annually for compliance with state and federal law.

Legal References: Minn. Stat. §§ 181.940-181.944 (Parenting Leave)
10 U.S.C. § 101 *et seq.* (Armed Forces General Military Law)
29 U.S.C. § 2601 *et seq.* (Family and Medical Leave Act)
38 U.S.C. § 101 (Definitions)
29 C.F.R. Part 825 (Family and Medical Leave Act)

Cross References: MSBA Service Manual, Chapter 13, School Law Bulletin “M” (Statutory Provisions Which Grant Leaves to Licensed as well as Non-Licensed School District Employees – Family Medical Leave Act Summary)

**CERTIFICATION OF MINUTES
RELATING TO**

GENERAL OBLIGATION SCHOOL BUILDING BONDS
(MINNESOTA SCHOOL DISTRICT CREDIT ENHANCEMENT PROGRAM)

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 726
(BECKER PUBLIC SCHOOLS)
STATE OF MINNESOTA

GOVERNING BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING:

A regular meeting held January 3, 2022, at 6:30 o'clock p.m., held in the High School Teaching & Learning Center in Becker, Minnesota.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF THE DISTRICT'S GENERAL OBLIGATION SCHOOL BUILDING BONDS (MINNESOTA SCHOOL DISTRICT CREDIT ENHANCEMENT PROGRAM); AUTHORIZING THE NEGOTIATION FOR THE SALE OF SUCH BONDS; COVENANTING AND OBLIGATING THE DISTRICT TO BE BOUND BY AND TO USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION 126C.55 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON SUCH BONDS; AND DECLARING THE OFFICIAL INTENT OF THE DISTRICT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF BONDS TO BE ISSUED BY THE DISTRICT

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

WITNESS MY HAND officially as such recording officer this ____ day of January, 2022.

School District Clerk

**EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 726
(BECKER PUBLIC SCHOOLS)
STATE OF MINNESOTA**

HELD: JANUARY 3, 2022

Pursuant to due call and notice thereof, a regular scheduled meeting of the School Board of Independent School District No. 726 (Becker Public Schools), State of Minnesota, was held on January 3, 2022 at 6:30 o'clock p.m.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF THE DISTRICT'S GENERAL OBLIGATION SCHOOL BUILDING BONDS (MINNESOTA SCHOOL DISTRICT CREDIT ENHANCEMENT PROGRAM); AUTHORIZING THE NEGOTIATION FOR THE SALE OF SUCH BONDS; COVENANTING AND OBLIGATING THE DISTRICT TO BE BOUND BY AND TO USE THE PROVISIONS OF MINNESOTA STATUTES, SECTION 126C.55 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL AND INTEREST ON SUCH BONDS; AND DECLARING THE OFFICIAL INTENT OF THE DISTRICT TO REIMBURSE CERTAIN EXPENDITURES FROM THE PROCEEDS OF BONDS TO BE ISSUED BY THE DISTRICT

BE IT RESOLVED by the School Board of Independent School District No. 726 (Becker Public Schools), State of Minnesota (the "District"), as follows:

Section 1. Purpose.

It is hereby determined to be in the best interests of the District to issue its general obligation school building bonds, in one or more series, in the aggregate principal amount of not to exceed \$44,300,000 (the "Bonds"), pursuant to Minnesota Statutes, Chapters 475, as approved by the electors of the District at the special election held on November 2, 2021 (the "Election"). The Bonds will consist of two series: (a) not to exceed \$37,500,000 in principal amount of bonds to be issued as general obligation school building capital appreciation bonds (the "Series 2022A Bonds") and (b) not to exceed \$6,800,000 in principal amount of bonds to be issued as (current interest) general obligation school building bonds (the "Series 2022B Bonds" and together with the Series 2022A Bonds, the "Series 2022 Bonds" or the "Bonds").

Proceeds of the Series 2022A Bonds will be used to (i) finance the acquisition and betterment of school sites and facilities, including but not limited to, remodeling and equipping of various educational and program spaces, remodeling and equipping of career and technical education facilities, addressing various deferred maintenance and infra-structure needs, constructing and equipping of an early childhood extension at the Primary School, constructing and equipping of additional classrooms at the Middle School, constructing and equipping of a transportation facility, and construction of secure entrances at all school sites; and (ii) pay costs of issuance associated with the issuance of the Series 2022 Bonds (collectively, the “Series 2022A Projects”).

Proceeds of the Series 2022B Bonds will be used to (i) finance the acquisition and betterment of school sites and facilities, including but not limited to, constructing and equipping of additional early childhood classrooms and remodeling to create a multi-purpose space as part of the early childhood extension proposed and approved at the Election as ballot question 1, installing synthetic turf at the existing multi-purpose stadium field, installing lighting at various baseball and softball fields; and (ii) pay costs of issuance associated with the issuance of the Series 2022 Bonds (collectively, the “Series 2022B Projects” and together with the Series 2022A Projects, the “Projects”).

Section 2. Sale. The School Board, desires to proceed with the sale of the Bonds by direct negotiation to Robert W. Baird & Co. (herein “Baird”). Baird will purchase the Bonds in an arms-length commercial transaction with the District. The School Board will obtain fee quotes for an independent municipal advisor to provide bond pricing opinion services for the purposes set forth in Minnesota Statutes, Section 475.60, Subdivision 2(9), as amended. The Superintendent or Business Manager is hereby authorized to approve an independent municipal advisor. Baird is authorized to prepare an Official Statement related to the sale of the Bonds.

The Superintendent or the Director of Business Services and a School Board officer are hereby authorized to approve the sale of the Bonds, to be issued in two series, in an aggregate principal amount not to exceed \$37,500,000 with respect to the Series 2022A Bonds and in an aggregate principal amount not to exceed \$6,800,000 with respect to the Series 2022B Bonds and to execute a Bond Purchase Agreement with Baird for the purchase of the Bonds, provided that the True Interest Rate of the Series 2022A Bonds does not exceed 3.26% and the True Interest Rate of the Series 2022B Bonds does not exceed 3.06%.

Section 3. Approval Meeting. Upon approval of the sale of the Bonds by the Superintendent or Director of Business Services and a School Board officer, the School Board will meet at its next regularly scheduled meeting to adopt the necessary approving resolution as drafted by the District's Bond Counsel.

Section 4. State Credit Enhancement Program.

(a) The District hereby covenants and obligates itself to be bound by and to use the provisions of Minnesota Statutes, Section 126C.55 (the “**Credit Enhancement Act**”) to guarantee payment of the principal of, the premium, if any, and the interest on the Bonds when due. The

District shall comply with all procedures now or hereafter established by the Minnesota Department of Management and Budget and the Minnesota Department of Education pursuant to subdivision 2(c) of the Credit Enhancement Act and to take such actions as necessary to comply with the Credit Enhancement Act. The Chair of the School Board and the clerk, the superintendent and the business manager of the District are each authorized to execute any applicable forms of the Minnesota Department of Management and Budget or the Minnesota Department of Education. The District understands and acknowledges that the provisions of the Credit Enhancement Act shall be binding on the District as long as any Bonds are outstanding.

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

Section 5. Reimbursement; Official Intent.

(a) the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt bonds used to reimburse prior expenditures will not be deemed spent unless certain requirements are met.

(b) the District expects to incur certain expenditures that may be financed temporarily from sources other than bonds, and reimbursed from the proceeds of a tax-exempt bond (including the Bonds).

(c) the District has determined to make this declaration of official intent (the “Declaration”) to reimburse certain costs from proceeds of bonds in accordance with the Reimbursement Regulations.

(d) The District reasonably expects to reimburse the expenditures made for certain costs of the Projects from the proceeds of bonds in an estimated maximum principal amount of \$600,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

(e) This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of bonds, except for the following expenditures: (a) costs of issuance of bonds; (b) costs in an amount not in excess of the lesser of \$100,000 or 5 percent of the proceeds of an issue; or (c) “preliminary

expenditures” up to an amount not in excess of 20 percent of the aggregate issue price of the issue or issues that finance or are reasonably expected by the District to finance the project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, bond issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

(f) This Declaration is an expression of the reasonable expectations of the District based on the facts and circumstances known to the District as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the bonds described in (d) are consistent with the District’s budgetary and financial circumstances. No sources other than proceeds of bonds to be issued by the District are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the District’s budget or financial policies to pay such Project expenditures.

(g) This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.