



School District 622
NORTH ST. PAUL | MAPLEWOOD | OAKDALE

Ready for tomorrow

SCHOOL BOARD MEETING

Regular Meeting

**October 25, 2016
6:00 PM**

Board Members:

Caleb Anderson, Director
Theresa Augé, Director
Amy Coborn, Chair
Steve Hunt, Vice Chair
Nancy Livingston, Director
Becky Neve, Clerk
Michelle Yener, Treasurer

Superintendent:

Christine Osorio

622 Education Center
2520 East 12th Avenue
North St. Paul, Minnesota 55109

District Mission Statement:

A community collaborative dedicated to educating and empowering all learners to excel in our changing world.

**SCHOOL BOARD
INDEPENDENT SCHOOL DISTRICT 622
North St. Paul-Maplewood-Oakdale**

**Regular Meeting
October 25, 2016
6:00 PM**

District Education Center, 2520 East 12th Avenue, North St. Paul

A G E N D A

- I. Call to Order and Pledge of Allegiance**
- II. Approval of the Agenda**
- III. Achievement - Coborn** 7
 - A. Woodland Hills
 - B. Oakdale Area Chamber of Commerce
- IV. Public Comment**
An opportunity for public to comment on items pertaining to the agenda. Speakers shall complete a registration card, state their name and address, and will have between two and four minutes, depending on the number of speakers, to speak on an agenda topic. The Public Comment section of the meeting shall last no longer than thirty minutes.
- V. Consent Agenda** 8
The Consent Agenda consists of routine items that are acted on in a single, consolidated motion without Board discussion. Board members have the option of pulling items off the Consent Agenda if they wish to discuss them or consider them individually.
****I recommend that the consent agenda items, listed below, be approved as presented.***
 - A. Minutes of September 27, 2016 Reflection Study Session 9
 - B. Minutes of September 27, 2016 Business Meeting 10
 - C. Minutes of October 11, 2016 Work Study Session 18

D. Routine Personnel	19
E. Bid Award	22
F. Disbursements	27

VI. Reports

A. Student School Board Representatives

B. Superintendent - *Osorio*

C. Teaching & Learning

1. Carver Elementary - *Miller* 30

Carver Elementary was recently chosen from ALL of the elementary schools in the state of Minnesota to be awarded the "Minnesota Future Award" from the Minnesota Business Partnership Committee. The Partnership Committee looks at schools that are closing achievement gaps between white, minority, and low income students. Carver was also awarded \$50,000 to help continue their work of maximizing student growth and achievement. We are so proud of our Carver staff for their incredible commitment to students and families. Congratulations Carver staff and students for a job well done and for being recognized for your amazing accomplishments!

Principal Gena Abrahamson plans to attend the board meeting to share some brief statements along with Carver staff Josephone Robinson, Lisa Swanson, Pam Phillippi, and Tonna Nelson.

VII. Discussion

A. Policies - *Miller/R. Anderson* 31

We had a first glimpse of the four policies proposed for adoption and revision at the October 11 work study session. At tonight's business meeting we will have our first formal reading, followed by proposed action at the November 22 business meeting.

1. Policy Additions

a. Policy E-094 (Staff Notification of Violent Behavior by Students)	33
b. Policy E-095 (Post Issuance Debt Compliance)	38
2. Policy Revisions	
a. E-011 (Student Surveys)	41
b. EM-020.15 (Student Discipline & Notice of Suspension)	47

VIII. Action Items

A. Business Office

1. Acknowledgment of Contributions - <i>Coborn</i>	63
<i><u>*I recommend that the list of contributions, with a year to date total of \$30,212.44 be accepted with appreciation.</u></i>	

2. Award Sale of Bonds - <i>R. Anderson</i>	64
<i>We will be awarding the sale of the general obligation bonds at the October 25th meeting. Greg Crowe and Joel Sutter from Ehlers Financial will be selling the bonds that day and will be bringing the sale report to the board meeting.</i>	

A resolution will need to be approved which will award the sale, determine the form and details, authorize the execution, delivery, registration and provide for the payment of the general obligation refunding bonds.

**I recommend that the awarding the sale of general obligations refunding bonds be approved.*

B. Student Services - *Hughes*

1. 2016-2017 Additional Student Services iFTE Approval	111
<i>The additional staffing is needed due to student growth in the areas of Early Childhood, EBD and CID center based programs and individual high needs students. This staffing is needed to bring us into compliance with state special education staffing rules.</i>	

**I recommend that the additional iFTE of 8.78 for Student Services*

be approved.

C. Superintendent - Osorio

1. Summer Academy

113

We have been long time collaborators with a dozen other metro districts to provide gifted and talented enrichment opportunities through the North Suburban Summer Academy Program ("Summer Academy") with Columbia Heights serving as the fiscal host. If approved, this Joint Powers Agreement shall be effective though June 30, 2019 and renewed for successive three-year terms.

**I recommend that the July 1, 2016 - June 30, 2019 Summer Academy Joint Powers Agreement be approved as presented.*

2. Equalization Resolution

124

Several districts are working to support MSBA as they advocate for Levy Equalization funding across the state of Minnesota. This resolution affirms our support of MSBA in continuing to pursue this new legislation.

**I recommend that the Equalization Resolution be approved as presented.*

D. School Board

1. Set Special Meeting to Canvass the Election

It is necessary for the District to set a meeting to canvass the election between the third and tenth day of a General Election. I am proposing 4:30 p.m. on November 15 for this purpose.

**I recommend that a special meeting to canvass the school board election and the levy be set for Tuesday, November 15, 4:30 p.m. in the Board Room of the District Education Center.*

2. Set Date, Time, Location, & Agenda for a November Work Study Session

Immediately following our Special Meeting to Canvass the School Board election and the levy, I would like to suggest the addition of a work study session. We have numerous items to discuss, including Board Officer Succession & Board Liaisons and Committees; Strategic Plan; a new procurement policy; follow-up from our September 27 reflection study session to touch on the items that needed additional discussion and those we ran out of time on; and Superintendent Goals.

*I recommend that a work study session be set for Tuesday, November 15, 2016 immediately following the special meeting (approximate start time of 4:45 p.m.) in Room 202 of the District Education Center with the following agenda items: 1)Board Officer Succession; 2)Board Liaisons & Committees; 3)Strategic Plan; 4) Procurement Policy; 5)Follow-up from September 27 reflection session (Increased roles for student board representatives, staff development opportunities for board members, public engagement, board governance policies & superintendent evaluation); and 6)Superintendent's Goals.

IX. Board Communications

X. Future Board Meeting Dates

A. November 22, 2016 Business Meeting 6:00 p.m. (Board Room)

III. A. ACHIEVEMENT AWARDS, *presented by: Coborn*

The School Board of the North St. Paul-Maplewood-Oakdale School District is proud of its students, citizens, and staff who demonstrate service “above and beyond” the call of duty. We are proud to recognize the following individual(s):

- A. **Woodland Hills Church** - Woodland Hills Church has been an excellent partner with School District 622. Since 2010 they have supported our “back to school” event where hundreds of staff gather for a welcome back message, receive some training, and enjoy a BBQ lunch. The facility is always breathtaking with its massive size, beautiful ambiance, and excellent sound, lights, and technology. The best part about Woodland Hills is the extraordinary staff that are always supportive, friendly, and accommodating. They provide all of this support without charging us the customary facility rental fee. We greatly appreciate the staff at Woodland Hills, especially **Troy Zambrano, Jodi Cremers, Fritz Kinney, and Steve Wacha** - they are top-notch in every aspect.

Woodland Hills - and especially Troy, Jodi, Fritz and Steve - are nominated by Assistant Superintendent Troy Miller.

- B. **Oakdale Area Chamber of Commerce** - The Oakdale Area Chamber of Commerce (OACC) continues to show its support and dedication to District 622. Most recently they supported our “Welcome Back” event at Woodland Hills Church. This is a massive event with hundreds of staff in attendance. The OACC members volunteered their time to set-up, serve, clean-up and support a very important day as we were gearing up for an excellent school year. In addition to their efforts, Platinum Bank also provided grill rental, table rental and hot dogs for the BBQ lunch. We sincerely appreciate our OACC partners and want to specifically thank **Bill Burns, Jody Christensen, Marc Cove, Eric Morley, and Paul Reinke**.

Oakdale Area Chamber of Commerce - and especially Bill, Jody, Marc, Eric and Paul - are nominated by Assistant Superintendent Troy Miller.

V. CONSENT AGENDA

The Consent Agenda is designed to expedite the handling of routine and miscellaneous official business of the School Board. The entire agenda may be adopted by the Board in one motion. The motion for adoption is not debatable and must receive unanimous approval. By request of an individual Board member, an item can be removed from the Consent Agenda and placed upon the regular agenda for consideration and action.

Therefore, the following resolution is recommended:

BE IT RESOLVED by the School Board of Independent School District No. 622 that Consent Agenda Items, V.A. through V.F., be approved as written, and a copy of the agenda items is attached to the minutes.

MOTION:

SECOND:

**INDEPENDENT SCHOOL DISTRICT 622
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**REFLECTION STUDY SESSION
SCHOOL BOARD
September 27, 2016**

Chair Coborn called the meeting to order at 4:32 pm with the following present: Chair Coborn, Clerk Neve, Treasurer Yener, Directors Anderson, Augé, and Livingston. Arriving at 4:45 pm: Superintendent Osorio; Arriving at 4:52 pm: Vice Chair Hunt.

Others present were: Kim Cavallaro.

In the audience: Jessica Cabek.

Coborn led a brief ice breaker and asked each board member to use one word that described the start of the school year.

Augé reported on Tartan Joint Powers and shared information from a recent senior citizen's event she had attended; Livingston discussed the levy factual meetings she has been attending.

Coborn led a discussion of the progress made since the January 2016 board retreat and board members shared their reflections on strategic planning, norms for working together, improvement of school board meetings, establishment of clear on-boarding procedures for new board members, school board budget, NSBA, and public engagement.

The meeting adjourned at 5:56 pm.

Clerk

Public notice for solicitation of bids, requests for quotes and requests for proposals are located on the ISD 622 website, www.isd622.org.

**INDEPENDENT SCHOOL DISTRICT 622
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**REGULAR MEETING
SCHOOL BOARD
September 27, 2016**

Chair Coborn called the meeting to order at 6:04 p.m. with the following present: Chair Coborn, Vice Chair Hunt, Clerk Neve, Treasurer Yener, Directors Anderson, Augé, Livingston, Superintendent Osorio, Student Board Representatives Shelby Larsen and Phoebe Ato.

Others present were: Keith Gray, Director of Human Resources; Randy Anderson, Director of Business Services; Troy Miller, Assistant Superintendent; Tricia Hughes, Director of Student Services; Peter Mau, Supervisor of Educational Programs; and Kim Cavallaro, Administrative Assistant.

The meeting opened with the Pledge of Allegiance led by Shelby Larsen.

Neve moved and Yener seconded the following motion, which carried on a 7 - 0 vote:

THAT the agenda be approved as presented.

Livingston moved and Hunt seconded the following resolution, which carried on a 7 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the following Consent Agenda Items, IV.A. through IV.D., be approved as written, and a copy of the agenda items is attached to the minutes.

Tartan High School Student Board Representative Phoebe Ato reported on the following items: Test scores showed that Tartan performed above the state average in reading, math and science; increased staff in the hallway welcome students during arrival and passing time; there has been a high level of participation for homecoming week and Student Council worked hard over the summer to bring forward ideas that were fun and easy to participate in; freshmen have settled in very well with the help of Link Crew members who have been extremely passionate, caring and available toward freshmen; in the first month of school there have been over 350 students participating in 9 different fall sports and activities are starting soon with strong participation. It has been a great start to the school year.

North High School Student Board Representative Shelby Larsen reported on the following items: The school year is off to an excellent start; the new Assistant Principal Mr. Speese is an awesome new addition who is full of energy and very approachable; fall sports are starting with lots of participation including a positive environment with great cheerleading in the stands; this is the fourth week of school and Student Council is planning many fun activities

for homecoming including the coronation and dance. This is a great year and I'm excited for the school year to go on.

Osorio welcomed Larsen in her new role as student board representative and mentioned that Miguel Urbina would be filling in for Larsen when she would be unable to attend.

Osorio said that it has been one of the smoothest starts to the school year and she thanked the Transportation Department for all of their work.

Osorio introduced Student Services Director Tricia Hughes. Hughes addressed the Board.

A levy update was shared by Osorio, who mentioned that the District has been really focused on getting communication out to the community. She said that the website is constantly updated and that each School District building has levy information. There is also a link on the website where individuals can send in questions and mailings will be arriving soon to area homes. Two levy information sessions are scheduled, one at Carver Elementary and one at the District Education Center, along with a meet and greet at Gladstone. Osorio encouraged listeners to connect with the District if they wanted to invite further conversation.

Strategic Plan worked was reported by Osorio, who said that teams of staff and community members continue to work on the Plan, which will be presented to the Board for action in December.

Next Step Supervisor Heather Kosec provided a presentation on the Next Step Program.

Research, Evaluation and Assessment Coordinator Khrrisslyn Goodman shared an Achievement presentation for the 2015-2016 school year. The report focused on emerging themes, MCA & ACT results, state and local comparisons, highlights and opportunities.

Miller spoke about general education enrollment numbers comparing from September 30, 2015 to September 23, 2016, resulting in a decrease of 70 students. He shared current enrollment in comparison to what was projected enrollment to be last spring, resulting in a decrease of 15. Hughes shared enrollment from specialized programs.

Neve moved and Anderson seconded the following resolution, which carried on a 7 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the School Board accept with appreciation the following contributions and permit their use as designated by the donors.

<u>Donor</u>	<u>Item and/or Amount</u>	<u>Purpose</u>
Constance Hall	School supplies (valued at \$200.00)	Richardson Elementary
Constance Hall	School supplies (valued at \$100.00)	North High School

Roseville Lutheran Church	\$1,500.00	Maplewood Middle School
Noodles & Company	Catering (valued at \$500.00)	North High School
Amy Coborn/Coborn Delivers	Bottled water	Levy Site Team Communications Training
House of Prayer	School supplies	Cowern Elementary
Steven & Karen Schleicher	\$2,000.00	North Show Choir
William Paslowski	\$20.00	Community Bridge
Truist	\$42.32	Meals on Wheels
Theresa Augé	Pumpkins, swim noodles and kickboards (valued at \$500.00)	Aquatics programs and senior citizen/early childhood use
Lakeview Lutheran Church	School supplies (valued at \$500.00)	Weaver Elementary
Kathy Drobinski	Trumpet & two stands, one calculator (valued at \$200.00)	Skyview Middle School
NSPMO Education Association	Starter backpacks filled with assorted school supplies (valued at \$500.00)	ISD 622 - students in need
North St. Paul-Maplewood-Oakdale Rotary Club	\$100.00	ISD 622 Welcome Back BBQ
Anonymous	\$200.00	North High football program
Anonymous	\$500.00	John Glenn student supplies
Coborns Delivers	Hot dog buns, condiments (valued at \$160.67)	ISD 622 Welcome Back BBQ
North Haven Church	School supplies/backpacks	Richardson Elementary School
Pierre Rhodes	No. 2 pencils and Kleenex tissues (valued at \$100.00)	Richardson Elementary School

Augé moved and Neve seconded the following resolution, which carried on a 7 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the proposed 2016 Payable 2017 property tax levy be adopted for the MAXIMUM amount and that the School Board clerk is authorized to sign the form necessary to certify the proposed levy to the county auditors and to the Department of Education.

Anderson moved and Livingston seconded the following resolution, which carried on a 7 - 0 vote:

WHEREAS, the Minnesota Amateur Sports Commission (MASC), via the State General Fund, provides for general funds to assist political subdivisions of the State of Minnesota for the fulfillment of the purpose and goals of the James Metzen Mighty Ducks Grant Program, and

WHEREAS, INDEPENDENT SCHOOL DISTRICT #622 desires to complete its project named Polar Arena Ice Plant Update at Polar Arena located at 2416 11th Street North, North St. Paul, MN 55109.

BE IT RESOLVED:

- 1) That the estimated total cost of completing the project shall be \$1,200,000 and INDEPENDENT SCHOOL DISTRICT #622 is requesting \$400,000 from the James Metzen Mighty Ducks Grant Program and will assume responsibility for a matching contribution of up to \$800,000.
- 2) INDEPENDENT SCHOOL DISTRICT #622 agrees to own, assume 100 percent operational costs for the facility or equipment, and will operate the facility or equipment for its intended purpose for the functional life of the facility or equipment which is estimated to be 25 years.
- 3) INDEPENDENT SCHOOL DISTRICT #622 agrees to enter into necessary and required agreements with the MASC for the specific purpose of completing the project.
- 4) That a request for reimbursement be made to the MASC for the amount awarded after the completion of the project.
- 5) That RANDY ANDERSON of INDEPENDENT SCHOOL DISTRICT #622 is authorized and directed to execute said application and serve as the official liaison with the MASC.

Augé moved and Neve seconded the following resolution, which carried on a 7- 0 vote:

WHEREAS, the Minnesota Amateur Sports Commission (MASC), via the State General Fund, provides for general funds to assist political subdivisions of the State of Minnesota for the fulfillment of the purpose and goals of the James Metzen Mighty Ducks Grant Program, and

WHEREAS, INDEPENDENT SCHOOL DISTRICT/TARTAN JOINT POWERS BOARD desires to complete its project named Tartan Arena Ice Plant Update at Tartan Arena located at 828 Greenway Avenue North, Oakdale, MN 55128

BE IT RESOLVED:

- 1) That the estimated total cost of completing the project shall be \$100,000 and INDEPENDENT SCHOOL DISTRICT #622/TARTAN ARENA JOINT POWERS BOARD is requesting \$50,000 from the James Metzen Mighty Ducks Grant Program and will assume responsibility for a matching contribution of \$50,000.
- 2) INDEPENDENT SCHOOL DISTRICT #622/TARTAN ARENA JOINT POWERS BOARD agrees to own, assume 100 percent operational costs for the facility or equipment, and will operate the facility or equipment for its intended purpose for the functional life of the facility or equipment which is estimated to be 25 years.
- 3) INDEPENDENT SCHOOL DISTRICT #622/TARTAN ARENA JOINT POWERS BOARD agree to enter into necessary and required agreements with the MASC for the specific purpose of completing the project.
- 4) That a request for reimbursement be made to the MASC for the amount awarded after the completion of the project.
- 5) That RANDY ANDERSON of INDEPENDENT SCHOOL DISTRICT #622 is authorized and directed to execute said application and serve as the official liaison with the MASC.

Hunt moved and Yener seconded the following resolution which carried on a 7- 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 (North St Paul-Maplewood-Oakdale), Minnesota, as follows:

1. Bond Authorization. The School Board has determined that it is necessary and expedient to issue \$35,065,000 General Obligation Refunding Bonds, Series 2016A.

2. Sale. The District has retained Ehlers & Associates, Inc. (Ehlers) in Roseville, Minnesota, as its independent municipal advisor for the Bonds. Ehlers is authorized to solicit proposals in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9). If the issuance of the Bonds is approved, the School Board shall meet at the time and place specified in the Official Statement to receive and consider proposals for the purchase of the Bonds.

3. Official Statement; Negotiation of Sale. Ehlers is authorized to prepare and distribute an Official Statement and to open, read and tabulate the proposals for presentation to the Board.

4. Minnesota School District Credit Enhancement Program. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to

make all or a portion of that payment. The Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The District understands that as a result of its covenant to be bound by the provision of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

Hunt moved and Neve seconded the following resolution, which carried on a 7 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the School Board approve the District's Long Term Facilities Maintenance 10 Year Plan.

Yener moved and Hunt seconded the following resolution, which carried on a 7 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District 622 that the Advisory Staff Development Committee membership and the Site Professional Development Teams be approved.

Livingston moved and Augé seconded the following resolution, which carried on a 7 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District 622 that the 2016-2017 Q Comp Goals for each site be approved.

Livingston moved and Anderson seconded the following resolution, which carried on a 7 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District 622 that the 2015-2016 District 622's World's Best Workforce Report September 2016 be approved; and that the 2016-2017 District 622 Advisory Committee Members be approved.

Hunt moved and Livingston seconded the following resolution, which carried on a 7 - 0 vote:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the 2015-2017 Local 70 Master Agreement be approved.

**Tentative Local 70
Settlement Summary**

	2015-2016	2016-2017
Salary Schedule Improvement	0% schedule improvement	0% schedule improvement with off schedule lump sum payments from \$.625 to \$.65 per hour as agreed
Health Insurance Cap	No Change	Single \$636.02/month Family \$1492.94/month
Total		2.60

Coborn asked Board Members to set the agenda, time and location for the October 11, work study session. Augé moved and Anderson seconded the following motion, which carried on a 7 - 0 vote:

THAT THE October 11, 2016 work study session begins at 4:30 p.m. in Room 202 of the District Education Center and includes the following agenda items: Ice Breaker; Superintendent Check In; Policies; Facilities Planning Including LTFM 10 Year Plan (including North St. Paul Facilities); Bond Refunding; Purchasing Property from 916; and Proposed Levy Certification.

During Board Communications, the following items were shared:

- ✓ Hunt said that he has been answering a lot of phone calls and emails about the levy.
- ✓ Livingston reported that a family had moved into a home in her neighborhood which had been built by students in 916's construction program. She added that the home was beautiful and a gift to the community. She congratulated the instructors and the students for a job well done. Livingston mentioned the Minnesota Business Partnership award that Carver recently received. She also said that she has been accompanying Osorio around the District for levy presentations.
- ✓ Augé complimented the levy communication team for the factual information and said how much liked the bookmarks and how well they have been received. Augé reported that while lecturing Forensics at North she had been randomly approached by staff who shared how much they enjoyed the District Welcome Back and how valued and appreciated they felt.
- ✓ Coborn gave kudos to Carver and added that of the top 10 finalists for the award, 3 District 622 schools were in the running (Webster and Weaver were the other schools). Coborn gave a shout out to the Oakdale Area Chamber of Commerce for their donations and volunteerism for the Welcome Back BBQ.

She said that the help from them plus the donations received from other individuals and organizations created a fun event for all staff.

Yener moved and Neve seconded the following motion, which carried on a 7 - 0 vote:

THAT the meeting be adjourned.

The meeting adjourned at 8:13 p.m.

Clerk

Public notice for solicitation of bids, requests for quotes and requests for proposals are located on the ISD 622 website, www.isd622.org.

**INDEPENDENT SCHOOL DISTRICT 622
NORTH ST. PAUL-MAPLEWOOD-OAKDALE SCHOOLS**

**WORK STUDY SESSION
SCHOOL BOARD
October 11, 2016**

Chair Coborn called the meeting to order at 4:30 PM with the following present: Chair Coborn, Vice Chair Hunt, Treasurer Yener, Directors Augé, Livingston, and Superintendent Osorio. Arriving at 4:35 PM: Director Anderson. Absent: Clerk Neve.

Others present were: Randy Anderson, Mike Boland, Kim Cavallaro and Troy Miller.

In the audience: Jessica Cabak and Rory Sanders.

Coborn conducted a brief ice breaker to start the meeting.

Miller reviewed three policies; two revisions (E-011 Student Surveys, and EM-020.15 Student Discipline & Notice of Suspension); and one proposed adoption (E-094 Staff Notification of Violent Behavior by Students).

R. Anderson introduced a proposed policy for adoption, E-095 (Post-Issuance Debt Compliance). Board members reviewed all policies and discussion was held. There will be a first reading of these policies at the October 25, 2016 business meeting, followed by proposed action at the November 22, 2016 business meeting.

R. Anderson along with Boland covered the following topics in his presentation: facilities planning (including a review of the long term facilities maintenance 10 year plan and current projects); bond refunding; purchasing property from District 916; facility assessment; and proposed levy certification. R. Anderson added that the resolution to award the sale of the bonds would be proposed for action at the October 25, 2016 business meeting.

Osorio gave a brief update and noted that she may be bringing forward two resolutions at the October 25, 2016 business meeting; one on equity, and another on equalization.

The meeting adjourned at 6:11 PM.

Clerk

Public notice for solicitation of bids, requests for quotes and requests for proposals are located on the ISD 622 website, www.isd622.org.

Employment

First Name	Last Name	Employed as	Building	Effective	Pay Rate	Per
Alex	Alvarez	Girls Volleyball - Head Coach	John Glenn	9/8/16	\$1,779.20	assignment
Kumari	Arimilli	Adv. Conn. CC Para	Weaver	9/19/16	\$13.99	hour
David	Bealke	Misc Activities	Tartan	9/12/16	\$17.25	hour
Benjamin	Belin	CE Pool Guard	District Wide	9/26/16	\$11.40	hour
Lauren	Berfeldt	CID Para	Tartan	10/10/16	\$15.91	hour
Dave	Bonko	Boys Football - Head Coach	Maplewood	9/8/16	\$2,203.30	assignment
James	Boyle	Misc Activities	Tartan	9/17/16	\$17.25	hour
Holly	Butterfield	Procurement & Business Office Specialist	DEC	10/24/16	\$49,000.00	year
Emily	Carlton	CE Pool Guard	District Wide	9/27/16	\$11.40	hour
Julie	Cazett	Girls Soccer - Head and Assistant Coach	Maplewood	9/22/16	\$1,443.30	assignment
Patrick	Charles	Misc Activities	North High	9/1/16	\$17.25	hour
Zitlali	Chavez Ayala	Student Services Clerk	DEC	10/17/16	\$16.71	hour
Paula	Cortez	Building EA	Weaver	10/13/16	\$13.33	hour
Joanne	Cullen	Intervention EA	Cowern	9/28/16	\$13.33	hour
Mary	Dvorak	Volleyball Official	Maplewood	9/8/16	\$45.00	game
John	Economy	Misc Activities	North High	9/2/16	\$17.25	hour
Westin	Ericson	CE Pool Guard	District Wide	9/26/16	\$11.40	hour
Jimmy	Garay-triviski	Misc Activities	Tartan	9/5/16	\$17.25	hour
Adam	Ghormley	Girls Volleyball - Head Coach	John Glenn	9/8/16	\$1,779.20	assingment
Stephanee	Goeken	Misc Activities	North High	9/30/16	\$17.25	hour
Gavin	Graham	Boys Football - Assistant Coach	John Glenn	9/8/16	\$1,940.00	assignment
Brady	Grewe	Boys Soccer - Head Coach	John Glenn	9/8/16	\$1,779.20	assignment
Santina	Grumbir	School Psychologist	Weaver, Cowern	9/26/16	\$62,145.25	year
Dallasha	Harris-Thigpen	OJT Student Worker	Next Step	9/1/16	\$10.25	hour
Thomas	Heinn	OJT Student Worker	Next Step	10/4/16	\$10.25	hour
Hannah	Huntley	Grant Support A	Maplewood Middle	9/28/16	\$15.00	hour
Janimah	Igwacho	Grant Support A	John Glenn Middle	10/10/16	\$15.00	hour
Megan	Jacobs	Volleyball Official	Tartan	8/15/16	\$48.00	game
Donald	Johnson	Misc Activities	Tartan	9/12/16	\$17.25	hour
Jennifer	Jones	Associate RN	Skyview MS	9/28/16	\$24.00	hour
Brittany	Kelly	Water Fitness Instructor	District Wide	9/28/16	\$21.41	hour
Julianne	Knapp	CID Para	Skyview MS	10/24/16	\$15.19	hour
Pete	Knoebel	Boys Football - Head Coach	John Glenn	9/8/16	\$2,467.20	assignment
Theresa	Knutsen	Misc Activities	North High	9/30/16	\$17.25	hour
Thanh-Que	Lam	Building EA	Weaver	10/3/16	\$13.47	hour
Ryan	Larson	Boys Football - Head Coach	John Glenn	9/8/16	\$2,467.20	assignment
Brett	Latterell	Misc Activities	Tartan	9/12/16	\$17.25	hour
Paula	Lentz	Parent Volunteer Coordinator	Skyview Elementary	9/21/16	\$14.20	hour
Kristina	Lepel	1:1 SPED Para	Oakdale	10/4/16	\$15.19	hour
Mary	Lutz	Intervention EA	Carver	10/10/16	\$13.33	hour
Scott	Mason	Volleyball Official	Tartan	9/12/16	\$48.00	game
Kylie	Matupang	Misc Activities	North High	9/30/16	\$17.25	hour
Nathan	Miller	Misc Activities	Tartan	10/3/16	\$17.25	hour
Denver	Moeller	Equipment Manager	John Glenn	9/8/16	\$2,224.00	assignment
Denver	Moeller	7th Grade Volleyball - Assistant Coach	John Glenn	9/8/16	\$1,616.80	assignment
Alicia	Nelson	Girls Soccer - Head and Assistant Coach	Maplewood	9/8/16	\$254.70	assignment
Kathleen	Nelson	Girls Volleyball - Assistant Coach	John Glenn	9/8/16	\$1,616.80	assignment

Josh	Nichols	Boys Football - Assistant Coach	John Glenn	9/8/16	\$1,940.00	assignment
Anne	O'Brien	LPN	Cowern	9/19/16	\$24.00	hour
Sandi	Overson	Misc Activities	North High	9/30/16	\$17.25	hour
Jack	Patten	PT Bus Driver	Bus Garage	10/10/16	\$19.00	hour
Nancy	Pavek	Title I Teacher (.49)	Castle	9/23/16	\$28,970.50	year
Elaine	Plum	SPED Building Para	North	10/13/16	\$15.91	hour
Diane	Pottratz	Girls Swimming - Assistant Coach	North	8/15/16	\$3,928.10	assignment
Joe	Recchio	Misc Activities	Tartan	9/6/16	\$17.25	hour
Audra	Richards	Soccer Official	Tartan	8/15/16	\$57.00	game
Donna	Schinkoeth	Bus Monitor	Bus Garage	9/27/16	\$16.58	hour
Tyler	Schmidt	Misc Activities	North High	9/30/16	\$17.25	hour
Corliss	Schug	Adv. Conn. SN CC Para	Eagle Point	10/18/16	\$15.91	hour
Corliss	Schug	CREED Para	Carver	10/24/16	\$15.91	hour
Tyvonte	Spears	OJT Student Worker	Next Step	10/14/16	\$10.25	hour
Emylia	Stickler	FSIII - Cafeteria Assistant (Short Hours)	Tartan	10/13/16	\$13.11	hour
Madalynn	Stickler	Grant Support A	North High	10/10/16	\$15.00	hour
Serina	Stokke	Misc Activities	North High	9/2/16	\$17.25	hour
James	Sullivan	ECSE Para	Beaver Lake	9/27/16	\$14.51	hour
Sai	Thao	Girls Tennish - Head Coach	John Glenn	9/8/16	\$1,779.20	assignment
Kevin	Thomas	Volleyball Official	John Glenn	9/8/16	\$45.00	game
Lisa	Tilleskjoer	Misc Activities	Tartan	10/3/16	\$17.25	hour
Casey	Van De Laarschot	Girls Soccer - Head Coach	John Glenn	9/8/16	\$1,779.20	assignment
Cia	Vang-Thao	Building EA	John Glenn	9/21/16	\$14.72	hour
Walt	Whittaker	Misc Activities	North High	9/30/16	\$17.25	hour
Danielle	Wieler	SPED Building Para	John Glenn	10/17/16	\$15.91	hour
Marchellose	Williams	1:1 SPED Para	John Glenn	10/3/16	\$15.55	hour
Mee	Yang	Bicultural Liaison	District Wide	10/10/2016	\$21.85	hour
Mee	Yang	Interpreter	District Wide	10/10/16	\$36.25	hour
Rebecca	Zack	Building EA	Skyview Elem	10/10/16	\$14.05	hour
Darrell	Zieske	Misc Activities	Skyview Middle	9/13/16	\$17.25	hour

Status Change

First Name	Last Name	From	To	Effective	Pay Rate	Per
Nora	Alhuribi	ECFE Para .25	ECFE Para .19	9/12/16	\$15.74	hour
Julie	Cambronne	Building EA .08	Building EA .25	9/20/16	\$13.82	hour
Jodi	Church	ECFE Para .17	ECFE Para .19	9/12/16	\$12.46	hour
Laura	Kaschmitter	MTSS Intervention EA .21	MTSS Intervention EA .25	9/26/16	\$14.05	hour
Julianne	Koster	LPN .165	LPN .155	10/17/16	\$18.50	hour
Jazmyne	McGill	Building EA .15	Building EA .17	9/16/16	\$13.33	hour
Anne	Peterson	ECFE Para .03	ECFE Para .035	9/12/16	\$15.74	hour
Chloe	Pierson	SPED Building Para .23	SPED Building Para .25	10/3/16	\$15.91	hour
Beth	Rutherford	Adv. Conn. SN CC Para .21 & Lunch Monitor .08	Hall Monitor .27	10/3/16	\$14.33	hour
Jeanne	Skree	Building EA .27	Building EA .25	9/6/16	\$13.47	hour
Kari	VanScoyk	LPN .27	LPN .265	10/17/16	\$21.55	hour

Resignation				
First Name	Last Name	Assignment	Building	Effective
Jane	Butler	SPED Building Para	John Glenn	10/14/16
Namrata	Desai	CID Para	Tartan	10/26/16
Beth	Dodge	School Psychologist	Weaver	10/17/16
Kris	Hedstrand	Registered Nurse (BSN)	Beaver Lake, Gladstone, Eagle Point	10/21/2016
True	Her Lor	FSIII - Cafeteria Assistant (Short Hour)	Tartan	10/10/2016
Jodi	Hietpas	Receptionist	Skyview	10/31/16
Natshall	Molette	CREED Para	Richardson	10/14/16
Marsha	Nelson	Health Services Supervisor	DEC	9/30/2016
Rosemary	Nelson	FAN Para	John Glenn	11/24/16
Alicia	Nelson	Girls Soccer - Head and Assistant Coach	Maplewood	9/16/16
Ralph	Pratola	CREED Teacher	Carver	9/20/16
Cheng	Vang	PT Bus Driver	Bus Garage	8/31/2016
Martina	Wagner	ELL Student Services Program Supervisor	DEC	11/11/16

Termination				
First Name	Last Name	Assignment	Building	Effective
Dominique	Burgin	EBD Para	Harmony	10/27/2016
Tiffany	Davis	PT Bus Driver	Bus Garage	10/7/2016
Jennifer	Folkers	ABE Instructor	Harmony	6/16/2016
John	James	PT Bus Driver	Bus Garage	10/7/2016
Norman	Kahler	Driver's Ed Instructor	District Wide	10/1/2016
Timothy	Layton	Driver's Ed Instructor	District Wide	10/1/2016
Chad	Poitra	PT Bus Driver	Bus Garage	10/7/2016
Sandra	Schmoeckel	Driver's Ed Instructor	District Wide	10/1/2016
Wendall	Thomas	PT Bus Driver	Bus Garage	10/7/2016
Angela	Winchell	PT Bus Driver	Bus Garage	8/31/2016

V. E. BID AWARDS

Sealed bids were solicited as required by law for goods and services listed below. The bids were opened and tabulated by the Business Office and are recommended for award to the lowest responsible bidders. Bid tabulations are on file in the Business Office.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that contracts be awarded as follows:

<u>For</u>	<u>Vendor</u>	<u>#Bids</u>	<u>Fund</u>	<u>Amount</u>
District Education Center - Second Floor Carpet Replacement Project - Long Term Facilities Maintenance	St Paul Linoleum & Carpet Co.	2	01	\$ 116,270

BID TALLY SHEET

BID FOR: ISD 622 District Education Center Second Floor Carpet Replacement DATE: 10/13/2016

		VENDOR	VENDOR	VENDOR	VENDOR
		Hiller Stores, Inc.	St Paul Linoleum and Carpet Company		
ITEMS	BID BOND	x	x		
ISD 622 District Education Center Second Floor Carpet Replacement	Base Bid	\$107,848	\$105,595		
	Alternate	\$12,655	\$10,675		
	Total	\$120,503	\$116,270		



**PERFORMANCE
DRIVEN DESIGN.**
LHBcorp.com

October 14, 2016

Mike Boland
Maintenance/Operations Health & Safety Supervisor
2520 East 12th Avenue
North St. Paul, MN 55109

**DISTRICT EDUCATION CENTER SECOND FLOOR CARPET REPLACEMENT
BID RESULTS**

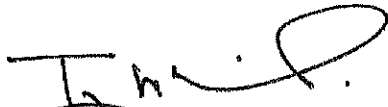
Dear Mr. Boland,

The bid opening for the above-reference project was held on October 13, 2016 at 10:00 a.m. at the ISD 622 District Office. The School District received two bids as shown below:

Name	Base Bid	Alternate
Hiller Stores Inc.	\$107,848	\$120,503
St. Paul Linoleum and Carpet Co	\$105,595	\$116,270
Estimate: \$94,710		

All of the bids received provided the required enclosures with their bid. The lowest bid was received from St. Paul Linoleum for both the base bid and the alternate #1. All of the bids were reviewed and confirmed to be valid. We therefore recommend that the School District award the contract for the Education Center Second Floor Carpet Replacement project to St Paul Linoleum and Carpet Co.

LHB



Troy Miller, AIA, REFP
Education Focus Leader

c: LHB File # 160065.10

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21 West Superior Street, Suite 500		Duluth, MN 55802		218.727.8446
701 Washington Avenue North, Suite 200		Minneapolis, MN 55401		612.338.2029
200 Third Avenue Northeast, Suite 100		Cambridge, MN 55008		763.689.4042
63 East Second Street, Suite 150		Superior, WI 54880		715.392.2902



PERFORMANCE
DRIVEN DESIGN.
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BID TAB

PROJECT TITLE: ISD 622 District Education Center Second Floor Carpet Replacement

PROJECT #: 160065.10

BID CLOSE: 10:00am local time, Thursday, October 13, 2016

PAGE 1 OF 1

BIDDERS Name/Address/Phone	ADDD REGID	BID BOND	PREPARATION NARRATIVE	RESP CONTRACTOR CERT	Base Bid	Alternates (1)
Hillet Stores, Inc. 2909 South Broadway Rochester, MN 55904 Contact: Dave Bahr	Yes	Yes	Yes	Yes	\$107,848	\$120,503
St. Paul Linoleum & Carpet Co. 2956 Center Ct. Eagan, MN 55121 Contact: James Oistchage	Yes	Yes	Yes	Yes	\$105,595	\$116,270

26

21 West Superior Street, Suite 500 | Duluth, MN 55802 | 218.727.8446
 701 Washington Avenue North, Suite 200 | Minneapolis, MN 55401 | 612.238.2029
 200 Third Avenue Northeast, Suite 100 | Cambridge, MN 55008 | 763.689.4042
 63 East Second Street, Suite 150 | Superior, WI 54880 | 715.392.2902

V. G. DISBURSEMENTS

State statutes require school boards to provide for payment of just claims and also require that a list of electronic fund transfers be submitted to the school board at its next regular meeting. This action will authorize payment of audited and allowable claims, purchase of investments, transfers to the payroll account, and transactions by electronic fund (wire) transfers.

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the following disbursements and transfers be approved:

General Fund	\$	6,104,428.00
Food Service		100,438.00
Community Service		720,088.00
Building		144,385.00
Debt Redemption		0.00
Trust		59,086.00
Internal Service Fund Health Insurance		24,642.00
OPEB Benefits Trust		10,075.00
		<hr/>
A/P Checks Disbursed (09-01-16 thru 09-30-16)	\$	7,163,142.00
Payroll Disbursed - Net (09-01-16 thru 09-30-16)	\$	4,109,231.00
Wire Transfers (09-01-16 thru 09-30-16)	\$	18,313,187.00
Investments on 10-14-16	\$	40,135,133.00

NORTH ST PAUL - MAPLEWOOD - OAKDALE SCHOOLS

INVESTMENTS

DEPOSITORY	TYPE	RATE	PURCHASED	MATURES	AMOUNT
MSDLAF OTHER FUNDS	MM	0.36%	(BALANCE AT 10-14-16)		\$201,347.00
P M A SECURITIES OPERATING FUNDS	VARIOUS	0.61%	(BALANCE AT 10-14-16)		\$24,882,172.00
P M A SECURITIES OPEB BONDS	VARIOUS	2.53%	(BALANCE AT 10-14-16)		\$13,554,712.00
ASSOCIATED BANK EQUITY INVESTMENTS	EQUITY	1.41%	(BALANCE AT 10-14-16)		\$1,496,902.00
					<u>\$40,135,133.00</u>

NORTH ST PAUL - MAPLEWOOD - OAKDALE SCHOOLS

WIRE TRANSFERS

09-01-16 thru 09-30-16

DATE	FROM	TO		REASON
09/01/16	PREMIER BANK	DELTA DENTAL	\$127,834.00	MONTHLY PAYMENT
09/01/16	PREMIER BANK	STATE OF MINN.	\$115,296.00	PAYROLL TAX
09/02/16	PREMIER BANK	ANNUITY COMPANIES	\$191,547.00	PAYROLL PAYABLES
09/06/16	PREMIER BANK	HEALTH PARTNERS	\$274,882.00	HEALTH CLAIMS
09/07/16	PREMIER BANK	ANNUITY COMPANIES	\$420,881.00	PAYROLL PAYABLES
09/12/16	PREMIER BANK	CORPORATE HEALTH	\$11,713.00	FLEX PROCESSING
09/12/16	PREMIER BANK	HEALTH PARTNERS	\$220,907.00	HEALTH CLAIMS
09/13/16	P M A	PREMIER BANK	\$4,265,000.00	A/P - P/R*
09/15/16	P M A	PREMIER BANK	\$2,500,000.00	A/P - P/R*
09/15/16	PREMIER BANK	I R S	\$741,669.00	PAYROLL TAX
09/15/16	PREMIER BANK	NSPMOEA	\$35,449.00	UNION DUES
09/16/16	PREMIER BANK	STATE OF MINN.	\$118,758.00	PAYROLL TAX
09/19/16	PREMIER BANK	ANNUITY COMPANIES	\$199,361.00	PAYROLL PAYABLES
09/19/16	PREMIER BANK	HEALTH PARTNERS	\$212,085.00	HEALTH CLAIMS
09/22/16	P M A	PREMIER BANK	\$500,000.00	A/P - P/R*
09/22/16	PREMIER BANK	ANNUITY COMPANIES	\$440,485.00	PAYROLL PAYABLES
09/22/16	PREMIER BANK	CORPORATE HEALTH	\$20,389.00	FLEX PROCESSING
09/22/16	PREMIER BANK	PITNEY BOWES	\$3,000.00	POSTAGE
09/26/16	PREMIER BANK	HEALTH PARTNERS	\$164,140.00	HEALTH CLAIMS
09/28/16	P M A	PREMIER BANK	\$5,250,000.00	A/P - P/R*
09/29/16	PREMIER BANK	ANNUITY COMPANIES	\$33,410.00	PAYROLL PAYABLES
09/30/16	P M A	PREMIER BANK	\$1,500,000.00	A/P - P/R*
09/30/16	PREMIER BANK	CORPORATE HEALTH	\$57,098.00	FLEX PROCESSING
09/30/16	PREMIER BANK	I R S	\$867,658.00	PAYROLL TAX
09/30/16	PREMIER BANK	MISCELLANEOUS	\$5,885.00	MISCELLANEOUS
09/30/16	PREMIER BANK	NSPMOEA	\$35,740.00	UNION DUES
		TOTAL	<u>\$18,313,187.00</u>	

* TO COVER ACCOUNTS PAYABLE OR PAYROLL CHECKS

October 25, 2016

Carver Elementary Presentation

<https://vimeo.com/183567608>

MSBA Model Policy Revisions/Addition for the 2016 Legislative Session + IRS Recommendation

Policy Number	Policy Title	Summary of Changes (Policies with changes that affect the substance)
E-011 Revision	Student Surveys	<ul style="list-style-type: none"> • MSBA • Addition that the school district must not impose an academic or other penalty on a student who opts out of participating in a student survey • New guidelines on providing notice of policy and informing parents of survey dates as well as providing an opportunity for parents to review the survey and to opt their students out of participating in the survey • Legal reference additions
EM-020.15 Revision	Student Discipline & Notice of Suspension	<ul style="list-style-type: none"> • Contains 622 language • Additions to removal of students from class with regards to violent behavior • Additions to notifications of policy violations and reporting to MDE • Legal reference addition
E-094 Addition	Staff Notification of Violent Behavior by Students	<ul style="list-style-type: none"> • MSBA • School districts are not required to adopt a policy regarding staff notification of violent behavior by students. State law does, however, require school districts to provide classroom teachers with notice of the placement of students with a history of violent behavior in their classrooms. Minnesota Legislature required a committee to develop a model policy for schools to use. This model policy is the result of that work and recommended by MSBA.
E-095 Addition	Post-Issuance Debt Compliance	<ul style="list-style-type: none"> • No MSBA model, all 622 language with attorney review • Over recent years, the IRS has increased its efforts to enforce federal rules related to tax-exempt debt. Their efforts have focused on “post-issuance compliance” with rules related to arbitrage, use of proceeds,

MSBA Model Policy Revisions/Addition for the 2016 Legislative Session + IRS Recommendation

reimbursement of prior expenditures, and related topics. The IRS has urged that all issuers of tax-exempt debt (including school districts) have written procedures regarding compliance with federal rules.

A few of the policy revisions from the 2016 Legislative Session were sent to us from MSBA on July 29, 2016. These policy revisions reflect changes that are effective for the 2016-2017 school year and are recommended by MSBA, with the exception of E-095 which is presented for adoption by IRS recommendation.

ENDS
(The provisions of this policy substantially reflect statutory requirements)

Policy Title	Policy Level	Date Approved/Revised
Staff Notification of Violent Behavior by Students	E-094	

1) General Statement of Policy

- A. Any staff member or other employee of the school district who obtains or possesses information concerning a student in the building with a history of violent behavior shall immediately report said information to the principal of the building in which the student attends school.
- B. The administration will meet with the assigned classroom teacher and other appropriate staff members for the purpose of notifying and determining how staff will manage such student.
- C. Only staff members who have a legitimate educational interest in the information will receive notification.

2) Definitions

For purposes of this policy, the following terms have the meaning given them.

- A. Administration
 "Administration" means the superintendent, building principal, or other designee.
- B. Classroom Teacher
 "Classroom teacher" means the instructional personnel responsible for the course or room to which a student is assigned at any given time, including a substitute hired in place of the classroom teacher.
- C. History of Violent Behavior
 - 1. A student will be considered to have a history of violent behavior if incident(s) of violence, including any documented physical assault of a school district employee by the student, have occurred during the current or previous school year.
 - 2. If a student has an incident of violence during the current or previous school year, that incident and all other past related or similar incidents of violence will be reported.
- D. Incident(s) of Violence

“Incident(s) of violence” means willful conduct in which a student endangers or causes physical injury to the student, other students, a school district employee, or surrounding person(s) or endangers or causes significant damage to school district property, regardless of whether related to a disability or whether discipline was imposed.

E. Legitimate Educational Interest

“Legitimate educational interest” includes interest directly related to classroom instruction, teaching, student achievement and progress, discipline of a student, student health and welfare, and the ability to respond to a request for educational data. It includes a person’s need to know in order to:

1. Perform an administrative task required in the school or the employee’s contract or position description approved by the school board;
2. Perform a supervisory or instructional task directly related to the student’s education; or
3. Perform a service or benefit for the student or the student’s family such as health care, counseling, student job placement, or student financial aid.
4. Perform a task directly related to responding to a request for data.

F. School Staff Member

“School staff member” includes:

1. A person duly elected to the school board;
2. A person employed by the school board in an administrative, supervisory, instructional, or other professional position;
3. A person employed by the school board as a temporary substitute in a professional position for the period of his or her performance as a substitute; and
4. A person employed by, or under contract to, the school board to perform a special task such as a secretary, a clerk, a public information officer or data practices compliance official, an attorney, or an auditor for the period of his or her performance as an employee or contractor.

3) Procedure for Staff Notification of Students with Violent Behavior

A. Reports of Violent Behavior

Any staff member or other employee of the school district who becomes aware of any information regarding the violent behavior of an enrolling student or any student enrolled in the school district shall immediately report the information to the building principal where the student is enrolled or seeks to enroll.

B. Recipients of Notice

Each classroom teacher of a student with a history of violent behavior (see Section 2C., above) will receive written notification from the administration prior to placement of the student in the teacher's classroom. In addition, written notice will be given by the administration to other school staff members who have a legitimate educational interest, as defined in this policy, when a student with a history of violent behavior is placed in a teacher's classroom. The administration will provide notice to anyone substituting for the classroom teacher or school staff member, who has received notice under this policy, that the substitute will be overseeing a student with a history of violent behavior.

The administration may provide other school district employees or individuals outside of the school district with information regarding a student, including information regarding a student's history of violent behavior, in accordance with Policy EM-020.17, Protection and Privacy of Pupil Records.

C. Determination of Who Receives Notice

The determination of which classroom teachers and school staff members have a legitimate educational interest in information regarding a student with a history of violent behavior will be made by either: (1) the school district's Responsible Authority appointed by the school board under the Minnesota Government Data Practices Act or (2) the administration. In the event the administration makes this determination, the Responsible Authority will provide guidance to the administration as to what data will be shared.

D. Form of Written Notice

The notice given to classroom teachers and school staff members will be in writing and will include the following:

1. Name of the student;
2. Date of notice;
3. Notification that the student has been identified as a student with a history of violent behavior as defined in Section 2. of this policy; and
4. Reminder of the private nature of the data provided.

E. Record of Notice

1. The administration will retain a copy of the notice or other documentation provided to classroom teachers and school staff members notified under this section.
2. Retention of the written notice or other documentation provided to classroom teachers and school staff members is governed by the approved Records Retention Schedule.

F. Meetings Regarding Students with a History of Violent Behavior

1. If the administration determines, in his or her discretion, that the classroom teacher and/or school staff members with a legitimate educational interest in such data reasonably require access to the details regarding a student's history of violent behavior for purposes of school safety and/or intervention services for the student, the administration also may convene a meeting to share and discuss such data.
2. The persons present at the meeting may have access to the data described in Section 3.D., above.

G. Law Enforcement Reports

Staff members will be provided with notice of disposition orders or law enforcement reports received by the school district in accordance with Policy EM-020.17, Protection and Privacy of Pupil Records. Where appropriate, information obtained from disposition orders or law enforcement reports also may be included in a Notification of Violent Behavior.

4) Maintenance and Transfer of Records

A report, notice, or documentation pertaining to a student with a history of violent behavior are educational records of a student and will be retained, maintained, and transferred to a school or school district in which a student seeks to enroll in accordance with Policy EM-020.17 Protection and Privacy of Pupil Records.

5) Parental Notice

- A. The administration will notify parents annually that the school district gives classroom teachers and other school staff members notice about students' history of violent behavior.
- B. Prior to providing the written notice of a student's violent behavior to classroom teachers and/or school staff members, the administration will inform the student's parent or guardian that such notice will be provided.
- C. Parents will be given notice that they have the right to review and challenge records or data, including the data documenting the history of violent behavior, in accordance with Policy EM-020.17, Protection and Privacy of Pupil Records.

6) Training Needs

Representatives of the school board and representatives of the teachers will discuss the needs of students and staff. The parties may discuss necessary training which may include training on conflict resolution and positive behavior interventions and may discuss necessary intervention services such as student behavioral assessments.

Rationale: *In an effort to provide a safe school environment, the assigned classroom teacher and certain staff members should know whether a student to be placed in the classroom has a history of violent behavior. Additionally, decisions should be made regarding how to manage such a student.*

The purpose of this policy is to address the circumstances in which data should be provided to classroom teachers and other school staff members about student with a history of violent behavior and to establish a procedure for notifying staff regarding the placement of students with a history of violent behavior.

Adoption and Revision History	Incorporated Policies
Policy E-094 STAFF NOTIFICATION OF VIOLENT BEHAVIOR BY STUDENTS This Policy Adopted:	MSBA 529

Administrative Rule, Regulation and Procedure: NA

Legal References:

- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 120A.22, Subd. 7 (School Attendance - Education Records)
- Minn. Stat. § 121A.45 (Grounds for Dismissal)
- Minn. Stat. § 121A.64 (Notification of Students with Violent Behavior)
- Minn. Stat. § 121A.75 (Law Enforcement Notice to Schools)
- Minn. Rules Parts 1205.0100-1205.2000 (Data Practices)
- 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)
- 34 C.F.R. §§ 99.1-99.67 (Rules Implementing FERPA)
- Minn. Laws 2003, 1st Sp., Ch. 9, Art. 2, § 53

Cross References: MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

ENDS
(The provisions of this policy substantially reflect statutory requirements)

Policy Title	Policy Level	Date Approved/Revised
Post-Issuance Debt Compliance	E-095	

1) General Statement of Policy

A. Background

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 these obligations to adopt and implement a post-issuance debt compliance policy and procedures to safeguard against post-issuance violations.

B. Post-Issuance Debt Compliance Policy Objective

The District desires to monitor these obligations to ensure compliance with the Code and Treasury Regulations. 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 the obligations mentioned above, including bonds, notes, loans, lease purchase contracts, lines of credit, commercial paper or any other form of debt that is subject to compliance.

2) Procedures

- A. The Director of Business Services is designated as the District's agent who is responsible for post-issuance compliance of these obligations.
- B. The Director of Business Services 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. Proper and timely use of obligation proceeds and obligation-financed property;
 - 3. Arbitrage yield restriction and rebate;
 - 4. Timely filings and other general requirements;
 - 5. Additional undertakings or activities that support points 1 through 4 above;
 - 6. Maintenance of proper records related to the obligations and the investment of proceeds of obligations;
 - 7. Other requirements that become necessary in the future.
- C. The Director of Business Services shall apply the Post-Issuance Debt Compliance Procedures to each qualifying obligation and maintain a record of the results. Further, the Director of Business Services will ensure that the Post-Issuance Debt Compliance Policy and Procedures are updated on a regular and as needed basis.

- D. The Director of Business Services or any other individuals responsible for assisting the Director of Business Services 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.
- E. 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 Director of Business Services 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.
- F. 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 Director of Business Services 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 Director of Business Services 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 Director of Business Services is concerned about the compliance ability of a private party, the Director of Business Services may require that a trustee 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.

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

Rationale: The School Board (the “Board”) of Independent School District No. 622 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.

Adoption and Revision History	Incorporated Policies
Policy E-095 POST-ISSUANCE DEBT COMPLIANCE This Policy Adopted:	

Administrative Rule, Regulation and Procedure: NA

Legal References:

Cross References:

ENDS

Policy Title	Policy Level	Date Approved/Revised
Student Surveys	E-011	3/27/12 Revised:

1) General Statement of Policy

Student surveys may be conducted by the school district. Surveys, analyses and evaluations conducted as part of any program funded through the U.S. Department of Education must comply with 20 U.S.C. § 1232h.

2) Student Surveys in General

- A. Student surveys will be conducted anonymously and in an indiscernible fashion. No mechanism will be used for identifying the participating student in any way. No attempt will be made in any way to identify a student survey participant. There will be no requirement that the student return the survey, and no record of the student returning a survey will be maintained.
- B. The superintendent may choose not to approve any survey that seeks probing personal and/or sensitive information that could result in identifying the survey participant, or is discriminatory in nature based on age, race, color, sex, disability, religion, or national origin.
- C. Surveys containing questions pertaining to the student's or the student's parent(s) or guardian(s) personal beliefs or practices in sex, family life, morality and religion will not be administered to any student unless the parent or guardian of the student is notified in writing that such survey is to be administered and the parent or guardian of the student gives written permission for the student to participate or the opportunity to opt out of the survey depending upon how the survey is funded. Any and all documents containing the written permission of a parent for a student to participate in a survey will be maintained by the school district in a file separate from the survey responses.
- D. Although the survey is conducted anonymously, potential exists for personally identifiable information to be provided in response thereto. To the extent that personally identifiable information of a student is contained in his or her responses to a survey, the school district will take appropriate steps to ensure the data is protected in accordance with Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act) and 34 C.F.R. Part 99.
- E. The school district must not impose an academic or other penalty on a student who opts out of participating in a student survey.**

3) Student Surveys Conducted As Part of Department of Education Program

- A. All instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or

evaluation as part of any program funded in whole or in part by the U.S. Department of Education, shall be available for inspection by the parents or guardians of the students.

B. No student shall be required, as part of any program funded in whole or in part by the U.S. Department of Education, without the prior consent of the student (if the student is an adult or emancipated minor), or in the case of an unemancipated minor, without the prior written consent of the parent, to submit to a survey that reveals information concerning:

1. political affiliations or beliefs of the student or the student's parent;
2. mental and psychological problems of the student or the student's family;
3. sex behavior or attitudes;
4. illegal, antisocial, self-incriminating, or demeaning behavior;
5. critical appraisals of other individuals with whom respondents have close family relationships;
6. legally recognized privileged or analogous relationships, such as those of lawyers, physicians, and ministers;
7. religious practices, affiliations, or beliefs of the student or the student's parent; or
8. income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).

C. A school district that receives funds under any program funded by the U.S. Department of Education shall develop local policies consistent with Sections 3.A. and 3.B., above, concerning student privacy, parental access to information, and administration of certain physical examinations to minors.

1. The following policies are to be adopted in consultation with parents:
 - a. The right of a parent to inspect, on request, a survey, including an evaluation, created by a third party before the survey is administered or distributed by a school to a student, including procedures for granting a parent's request for reasonable access to such survey within a reasonable period of time after the request is received.

"Parent" means a legal guardian or other person acting *in loco parentis* (in place of a parent), such as a grandparent or stepparent with whom the child lives, or a person who is legally responsible for the welfare of the child.

- b. Arrangements to protect student privacy in the event of the administration or distribution of a survey, including an evaluation, to a student which contains one or more of the items listed in Section 3.B., above, including the right of a parent of a student to inspect, on request, any such survey.

- c. The right of a parent of a student to inspect, on request, any instructional material used as part of the educational curriculum for the student and procedures for granting a request by a parent for such access within a reasonable period of time after the request is received.

“Instructional material” means instructional content that is provided to a student, regardless of format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (i.e., materials accessible through the Internet). The term does not include academic tests or academic assessments.

- d. The administration of physical examinations or screenings that the school district may administer to a student. This provision does not apply to a survey administered to a student in accordance with the Individuals with Disabilities Education Act (20 U.S.C. § 1400, *et seq.*).

- e. The collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information (or otherwise providing the information to others for that purpose), including arrangements to protect student privacy that are provided by the school district in the event of such collection, disclosure, or use.

- (1) “Personal information” means individually identifiable information including a student or parent’s first and last name; a home or other physical address (including street name and the name of the city or town); a telephone number; or a Social Security identification number.

- (2) This provision does not apply to the collection, disclosure, or use of personal information collected from students for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to, students or educational institutions, such as:

- (a) college or other post-secondary education recruitment or military;

- (b) book clubs, magazines, and programs providing access to low cost literary products;

- (c) curriculum and instructional materials used by elementary and secondary schools;

- (d) tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students, or to generate other statistically useful data for the purpose of securing such tests and assessments and the subsequent analysis and public release of the aggregate data from such tests and assessments;

- (e) the sale by students of products or services to raise funds for school-related or education-related activities; and
 - (f) student recognition programs.
- (3) The right of a parent to inspect, on request, any instrument used in the collection of information, as described in Section 3.C.1., Subparagraph e., above, before the instrument is administered or distributed to a student and procedures for granting a request by a parent for reasonable access to such an instrument within a reasonable period of time after the request is received.
2. The policies adopted under Section 3.C., Subparagraph 1., above, shall provide for reasonable notice of the adoption or continued use of such policies directly to parents of students enrolled in or served by the school district.
- a. The notice will be provided at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in a policy.
 - b. The notice will provide parents with an opportunity to opt out of participation in the following activities:
 - (1) Activities involving the collection, disclosure, or use of personal information collected from students for the purpose of marketing or for selling that information, or otherwise providing that information to others for that purpose.
 - (2) The administration of any third-party survey (non-Department of Education funded) containing one or more of the items contained in Section 3.B., above.
 - (3) Any nonemergency, invasive physical examination or screening that is required as a condition of attendance, administered by the school and scheduled by the school in advance, and not necessary to protect the immediate health and safety of the student or other students.

“Invasive physical examination” means any medical examination that involves the exposure of private body parts, or act during such examination that includes incision, insertion, or injection into the body, but does not include a hearing, vision, or scoliosis screening.
 - c. The notice will advise students of the specific or approximate dates during the school year when the activities in Section 3.C.2., Subparagraph b., above, are scheduled, or expected to be scheduled.

- d. The notice provisions shall not be construed to preempt applicable provisions of state law that require parental notification and do not apply to any physical examination or screening that is permitted or required by applicable state law, including physical examinations or screenings that are permitted without parental notification.

~~D. The school district shall give parents and students notice of their rights under this section.~~

4) Notice

- A. The school district must give parents and students notice of this policy at the beginning of each school year and after making substantive changes to this policy.
- B. The school district must inform parents at the beginning of the school year if the district of school has identified specific or approximate dates for administering surveys and give parents reasonable notice of planned surveys scheduled after the start of the school year. The school district must give parents direct, timely notice when their students are scheduled to participate in a student survey by United States mail, e-mail, or another direct form of communication.
- C. The school district must give parents the opportunity to review the survey and to opt their students out of participating in the survey.

***Rationale:** Occasionally the school district utilizes surveys to obtain student opinions and information about students. The purpose of this policy is to establish the parameters of information that may be sought in student surveys.*

Adoption and Revision History	Incorporated Policies
Policy 520 STUDENT SURVEYS This Policy Adopted: October 28, 1997, Revised: March 30, 2004, Rescinded: March 27, 2012	MSBA 520
Policy E-011 STUDENT SURVEYS This Policy Adopted: March 27, 2012; Revised:	

Administrative Rule, Regulation and Procedure: NA

- Legal References:
- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 - Minn. Stat. § 121A.065 (District Surveys to Collect Student Information; Parent Notice and Opportunity for Opting Out)**
 - 20 U.S.C. §1232g (Family Educational Rights and Privacy Act)
 - 20 U.S.C. §1232h (Protection of Pupil Rights)
 - 34 C.F.R. Part 99 (Family Educational Rights and Privacy Act Regulations)
 - Gonzaga University v. Doe*, 536 U.S. 273, 122 S.Ct. 2268, 153 L.Ed. 2d 309 (2002)
 - C.N. v. Ridgewood Bd. of Educ.*, 430 F.3d. 159 (3rd Cir. 2005)
 - Fields v. Palmdale School Dist.*, 427 F.3d. 1197 (9th Cir. 2005)

Cross References:

MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)

MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)

MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

ENDS
(Required by Minnesota Statute)

Policy Title	Policy Level	Date Approved/Revised
Student Discipline & Notice of Suspension	EM-020.15	5/20/08 Revised: 7/20/10 Revised: 11/22/11 Revised: 7/23/13 Revised: 5/27/14 Revised: 11/25/14 Revised: 5/26/15 Revised: 6/28/16 Revised: Reviewed Annually

1) General Statement of Policy

The school board recognizes that individual responsibility and mutual respect are essential components of the educational process. The school board further recognizes that nurturing the maturity of each student is of primary importance and is closely linked with the balance that must be maintained between authority and self-discipline as the individual progresses from a child's dependence on authority to the more mature behavior of self-control.

All students are entitled to learn and develop in a setting which promotes respect of self, others and property. Proper positive discipline can only result from an environment which provides options and stresses student self-direction, decision-making and responsibility. Schools can function effectively only with internal discipline based on mutual understanding of rights and responsibilities.

Students must conduct themselves in an appropriate manner that maintains a climate in which learning can take place. Overall decorum affects student attitudes and influences student behavior. Proper student conduct is necessary to facilitate the education process and to create an atmosphere conducive to high student achievement.

Although this policy emphasizes the development of self-discipline, it is recognized that there are instances when it will be necessary to administer disciplinary measures. The position of the school district is that a fair and equitable district-wide student discipline policy will contribute to the quality of the student's educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56.

In view of the foregoing and in accordance with Minn. Stat. § 121A.55, the school board, with the participation of school district administrators, teachers, employees, students, parents, community members, and such other individuals and organizations as appropriate, has developed this policy which governs student conduct and applies to all students of the school district.

2) Areas of Responsibility

- a) The School Board. The school board holds all school personnel responsible for the maintenance of order within the school district and supports all personnel acting within the framework of this discipline policy.
- b) Superintendent. The superintendent shall establish guidelines and directives to carry out this policy, hold all school personnel, students and parents responsible for conforming to this policy,

and support all school personnel performing their duties within the framework of this policy. The superintendent shall also establish guidelines and directives for using the services of appropriate agencies for assisting students and parents.

- c) Principal. The school principal is given the responsibility and authority to formulate building rules and regulations necessary to enforce this policy, subject to final school board approval. The principal shall give direction and support to all school personnel performing their duties within the framework of this policy. The principal shall consult with parents of students conducting themselves in a manner contrary to the policy. The principal shall also involve other professional employees in the disposition of behavior referrals and shall make use of those agencies appropriate for assisting students and parents. A principal, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- d) Teachers. All teachers shall be responsible for providing a well-planned teaching/learning environment and shall have primary responsibility for student conduct, with appropriate assistance from the administration. All teachers shall enforce the Code of Student Conduct. In exercising the teacher's lawful authority, a teacher may use reasonable force when it is necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to another.
- e) Other School District Personnel. All school district personnel shall be responsible for contributing to the atmosphere of mutual respect within the school. Their responsibilities relating to student behavior shall be as authorized and directed by the superintendent. A school employee, school bus driver, or other agent of a school district, in exercising his or her lawful authority, may use reasonable force when it is necessary under the circumstances to restrain a student or prevent bodily harm or death to another.
- f) Parents or Legal Guardians. Parents and guardians shall be held responsible for the behavior of their children as determined by law and community practice. They are expected to cooperate with school authorities and to participate regarding the behavior of their children.
- g) Students. All students shall be held individually responsible for their behavior and for knowing and obeying the Code of Student Conduct and this policy.
- h) Community Members. Members of the community are expected to contribute to the establishment of an atmosphere in which rights and duties are effectively acknowledged and fulfilled.

3) Student Rights

All students have the right to an education and the right to learn.

4) Student Responsibilities

All students have the responsibility:

- a) For their behavior and for knowing and obeying all school rules, regulations, policies and procedures;
- b) To attend school daily, except when excused, and to be on time to all classes and other school functions;
- c) To pursue and attempt to complete the courses of study prescribed by the state and local school authorities;

- d) To make necessary arrangements for making up work when absent from school;
- e) To assist the school staff in maintaining a safe school for all students;
- f) To be aware of all school rules, regulations, policies and procedures, including those in this policy, and to conduct themselves in accord with them;
- g) To assume that until a rule or policy is waived, altered or repealed, it is in full force and effect;
- h) To be aware of and comply with federal, state and local laws;
- i) To volunteer information in disciplinary cases should they have any knowledge relating to such cases and to cooperate with school staff as appropriate;
- j) To respect and maintain the school's property and the property of others;
- k) To dress and groom in a manner which meets standards of safety and health and common standards of decency and which is consistent with applicable school district policy;
- l) To avoid inaccuracies in student newspapers or publications and refrain from indecent or obscene language;
- m) To conduct themselves in an appropriate physical or verbal manner; and
- n) To recognize and respect the rights of others.

5) Code of Student Conduct

- a) The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be an exclusive list. Any student who engages in any of these activities shall be disciplined in accordance with this policy. This policy applies to all school buildings, school grounds, and school property or property immediately adjacent to school grounds; school-sponsored activities or trips; school bus stops; school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes; the area of entrance or departure from school premises or events; and all school-related functions, school-sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting unacceptable behavior subject to disciplinary action at these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events. This policy also applies to any student whose conduct at any time or in any place interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student, other students, or employees.
 - 1. Violations against property including, but not limited to, damage to or destruction of school property or the property of others, failure to compensate for damage or destruction of such property, arson, breaking and entering, theft, robbery, possession of stolen property, extortion, trespassing, unauthorized usage, or vandalism;
 - 2. The use of profanity or obscene language, or the possession of obscene materials;
 - 3. Gambling, including, but not limited to, playing a game of chance for stakes;

4. Violation of the school district's Hazing Prohibition Policy;
5. Attendance problems including, but not limited to, truancy, absenteeism, tardiness, skipping classes, or leaving school grounds without permission;
6. Violation of the school district's Student Attendance Policy;
7. Opposition to authority using physical force or violence;
8. Using, possessing, or distributing tobacco or tobacco paraphernalia;
9. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of alcohol or other intoxicating substances or look-alike substances;
10. Using, possessing, distributing, intending to distribute, making a request to another person for (solicitation), or being under the influence of narcotics, drugs, or other controlled substances, (except as prescribed by a physician), or look-alike substances, (these prohibitions include medical marijuana or medical cannabis, even when prescribed by a physicians, and one student sharing prescription medication with another student);
11. Using, possessing, or distributing items or articles that are illegal or harmful to persons or property including, but not limited to, drug paraphernalia;
12. Using, possessing, or distributing weapons, or look-alike weapons or other dangerous objects;
13. Violation of the school district Weapons Policy;
14. Violation of the school district's Violence Prevention Policy;
15. Possession of ammunition including, but not limited to, bullets or other projectiles designed to be used in or as a weapon;
16. Possession, use, or distribution of explosives or any compound or mixture, the primary or common purpose or intended use of which is to function as an explosive;
17. Possession, use, or distribution of fireworks or any substance or combination of substances or article prepared for the purpose of producing a visible or an audible effect by combustion, explosion, deflagration or detonation;
18. Using an ignition device, including a butane or disposable lighter or matches, inside an educational building and under circumstances where there is a risk of fire, except where the device is used in a manner authorized by the school;
19. Violation of any local, state or federal law as appropriate;
20. Acts disruptive of the educational process, including, but not limited to, disobedience, disruptive or disrespectful behavior, defiance of authority, cheating, insolence, insubordination, failure to identify oneself, improper activation of fire alarms, or bomb threats;
21. Violation of the school district's Internet Acceptable Use and Safety Policy;

22. Violation of school bus or transportation rules or the school district's Student Transportation Safety Policy;
23. Violation of parking or school traffic rules and regulations, including, but not limited to, driving on school property in such a manner as to endanger persons or property;
24. Violation of directives or guidelines relating to lockers or improperly gaining access to a school locker;
25. Violation of the school district's Search of Student Lockers, Desks, Personal Possessions, and Student's Person Policy;
26. Possession or distribution of slanderous, libelous or pornographic materials;
27. Violation of the school district's Bullying Prohibition Policy;
28. Student attire or personal grooming which creates a danger to health or safety or creates a disruption to the educational process, including clothing which bears a message which is lewd, vulgar, or obscene, apparel promoting products or activities that are illegal for use by minors, or clothing containing objectionable emblems, signs, words, objects, or pictures communicating a message that is racist, sexist, or otherwise derogatory to a protected minority group or which connotes gang membership;
29. Criminal activity;
30. Falsification of any records, documents, notes or signatures;
31. Tampering with, changing, or altering records or documents of the school district by any method including, but not limited to, computer access or other electronic means;
32. Scholastic dishonesty which includes, but is not limited to, cheating on a school assignment or test, plagiarism, or collusion, including the use of picture phones or other technology to accomplish this end;
33. Impertinent or disrespectful language toward teachers or other school district personnel;
34. Violation of the school district's Harassment and Violence Policy;
35. Actions, including fighting or any other assaultive behavior, which causes or could cause injury to the student or other persons or which otherwise endangers the health, safety, or welfare of teachers, students, other school district personnel, or other persons;
36. Committing an act which inflicts great bodily harm upon another person, even though accidental or a result of poor judgment;
37. Violations against persons, including, but not limited to, assault or threatened assault, fighting, harassment, interference or obstruction, attack with a weapon, or look-alike weapon, sexual assault, illegal or inappropriate sexual conduct, or indecent exposure;
38. Verbal assaults, or verbally abusive behavior, including, but not limited to, use of language

that is discriminatory, abusive, obscene, threatening, intimidating or that degrades other people;

39. Physical or verbal threats including, but not limited to, the staging or reporting of dangerous or hazardous situations that do not exist;
40. Inappropriate, abusive, threatening, or demeaning actions based on race, color, creed, religion, sex, marital status, status with regard to public assistance, disability, national origin or sexual orientation;
41. Violation of the school district's Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees Policy;
42. Violation of school rules, regulations, policies, or procedures, including, but not limited to, those policies specifically enumerated in this policy;
43. Other acts, as determined by the school district, which are disruptive of the educational process or dangerous or detrimental to the student or other students, school district personnel or surrounding persons, or which violate the rights of others or which damage or endanger the property of the school, or which otherwise interferes with or obstruct the mission or operations of the school district or the safety or welfare of students or employees.
44. Possession of nuisance devices or objects which cause distractions and may facilitate cheating.

b) Personal Electronic Devices

The Board permits the use of Personal Electronic Devices by district students and employees during the school day in district buildings, on district property, and while students are attending district-sponsored activities during regular school hours when they are in compliance with this Policy, other district policies, regulations, rules, and procedures, and so long as such use does not interfere with the students' educational requirements, students' or employees' responsibilities/duties and performance, the rights and education of others, and the operation and services of the district.

Building level administrators, in consultation with the Superintendent and in compliance with this Policy, other district policies, regulations, rules, and procedures, are authorized to determine the extent of the use of Personal Electronic Devices within their schools, on the school's property, and while students are attending that school's sponsored activities during regular school hours. The use of Personal Electronic Devices at the elementary grade level may be different than that at the middle school, and/or high school grade levels.

The district shall not be liable for the theft, loss, damage, misuse, or unauthorized use of any Personal Electronic Device brought to school by a student or employee. Students and employees are personally and solely responsible for the security of Personal Electronic Devices brought to school, school events, or district property. The district will not be responsible for restricting, monitoring, or controlling the personal electronic communications of students or employees; however, it reserves the right to do so when the device uses the School District network, or when the use of the device violates this or any other School District policy.

If Personal Electronic Communication Devices are loaned to or borrowed and/or misused by nonowners, the owners of the Personal Electronic Devices are jointly responsible with the

nonowner for the misuse and/or violation of district policy, regulations, rules, or procedures.

Students using Personal Electronic Devices must access the Internet using the School District network. Network filters will be applied to access to the Internet and may not be circumvented.

Students and employees must complete an Internet/Bring Your Own Technology (BYOT) user agreement prior to the use of Personal Electronic Devices.

6) Disciplinary Action Options

The general policy of the school district is to utilize progressive discipline to the extent reasonable and appropriate based upon the specific facts and circumstances of student misconduct. The specific form of discipline chosen in a particular case is solely within the discretion of the school district. At a minimum, violation of school district rules, regulations, policies or procedures will result in discussion of the violation and a verbal warning. The school district shall, however, impose more severe disciplinary sanctions for any violation, including exclusion or expulsion, if warranted by the student's misconduct, as determined by the school district. Disciplinary action may include, but is not limited to, one or more of the following:

- a) Student conference with teacher, principal, counselor or other school district personnel, and verbal warning;
- b) Confiscation by school district personnel and/or by law enforcement of any item, article, object, or thing, prohibited by, or used in the violation of, any school district policy, rule, regulation, procedure, or state or federal law. If confiscated by the school district, the confiscated item, article, object, or thing will be released only to the parent/guardian following the completion of any investigation or disciplinary action instituted or taken related to the violation.
- c) Parent contact;
- d) Parent conference;
- e) Removal from class;
- f) In-school suspension;
- g) Suspension from extracurricular activities;
- h) Detention or restriction of privileges;
- i) Loss of school privileges;
- j) In-school monitoring or revised class schedule;
- k) Referral to in-school support services;
- l) Referral to community resources or outside agency services;
- m) Financial restitution;
- n) Referral to police, other law enforcement agencies, or other appropriate authorities;

- o) A request for a petition to be filed in district court for juvenile delinquency adjudication;
- p) Out-of-school suspension under the Pupil Fair Dismissal Act;
- q) Preparation of an admission or readmission plan;
- r) Saturday school;
- s) Expulsion under the Pupil Fair Dismissal Act;
- t) Exclusion under the Pupil Fair Dismissal Act; and/or
- u) Other disciplinary action as deemed appropriate by the school district.

7) Removal of Students from Class

- a) **The teacher of record shall have the general control and government of the classroom.** Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, assigning detention or other consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class for up to one class or activity period pursuant to the procedures established by this discipline policy. The principal or designee shall have the authority to remove the student from class for a period of time not to exceed five (5) days pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any actions taken by a teacher, principal, or other school district employee to prohibit a student from attending a class or activity period for a period of time not to exceed five (5) days, pursuant to this discipline policy.

Grounds for removal from class shall include any of the following:

1. Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with a teacher's ability to teach or communicate effectively with students in a class or with the ability of other students to learn;
2. Willful conduct that endangers surrounding persons, including school district employees, the student or other students, or the property of the school;
3. Willful violation of any school rules, regulations, policies or procedures, including the Code of Student Conduct in this policy; or
4. Other conduct, which in the discretion of the teacher or administration requires removal of the student from class.

Such removal shall be for at least one (1) activity period or class period of instruction for a given course of study and shall not exceed five (5) such periods.

A student must be removed from class immediately if the student engages in assault or violent behavior. "Assault" is an act done with intent to cause fear in another of immediate harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another. The removal from class shall be for a period of time deemed appropriate by the principal, in consultation with the teacher.

- b) If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student's tenth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian to discuss the problem that is causing the student to be removed from class.
- c) Procedures for Removal of a Student From a Class and Readmission to Class:
 - 1. If a student is causing a disruption to the educational process, a teacher, administrator, or other district employee may remove a student from class.
 - 2. Documentation will vary with the severity of the incident. Communication may include any or all of the following: verbal reprimand, conference, office referral, parent call, note, or email.
 - 3. Staff member will direct student to new location and coordinate supervision. Student is the responsibility of the designated staff member.
 - 4. Depending on the severity, student may be escorted to the new location.
 - 5. While removed from class, student is expected to complete assigned work and meet other conditions for readmission.
 - 6. Staff member may coordinate with the case manager if the student being removed from class is on an Individual Learning Plan (IEP).
 - 7. On-going issues should be referred to the building administration, student assistance team, and/or other designated district employee.

8) Dismissal

- a) "Dismissal" means the denial of the current educational program to any student, including exclusion, expulsion and suspension. Dismissal does not include removal from class.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to provide alternative educational services before dismissal proceedings, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

- b) Violations leading to suspension, based upon severity, may also be grounds for actions leading to expulsion, and/or exclusion. A student may be dismissed on any of the following grounds:
 - 1. Willful violation of any reasonable school board regulation, including those found in this policy;
 - 2. Willful conduct that significantly disrupts the rights of others to an education, or the ability of school personnel to perform their duties, or school sponsored extracurricular activities; or
 - 3. Willful conduct that endangers the student or other students, or surrounding persons, including school district employees, or property of the school.

- c) Suspension Procedures

1. "Suspension" means an action by the school administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) school days; provided, however, if a suspension is longer than five (5) school days, the suspending administrator shall provide the superintendent with a reason for the longer term of suspension. This definition does not apply to dismissal for one (1) school day or less, where a student with a disability does not receive regular or special education instruction during that dismissal period.
2. If a student's total days of removal from school exceed ten (10) cumulative days in a school year, the school district shall make reasonable attempts to convene a meeting with the student and the student's parent or guardian before subsequently removing the student from school and, with the permission of the parent or guardian, arrange for a mental health screening for the student at the parent or guardian's expense. The purpose of this meeting is to attempt to determine the pupil's need for assessment or other services or whether the parent or guardian should have the student assessed or diagnosed to determine whether the student needs treatment for a mental health disorder.
3. Each suspension action may include a readmission plan. The plan shall include, where appropriate, a provision for implementing alternative educational services upon readmission which must not be used to extend the current suspension. A readmission plan must not obligate a parent or guardian to provide psychotropic drugs to their student as a condition of readmission. School administration must not use the refusal of a parent or guardian to consent to the administration of psychotropic drugs to their student or to consent to a psychiatric evaluation, screening, or examination of the student as a ground, by itself, to prohibit the student from attending class or participating in a school-related activity, or as a basis of a charge of child abuse, child neglect, or medical or educational neglect. The school administration may not impose consecutive suspensions against the same student for the same course of conduct, or incident of misconduct, except where the student will create an immediate and substantial danger to self or to surrounding persons or property or where the school district is in the process of initiating an expulsion, in which case the school administration may extend the suspension to a total of fifteen (15) days.
4. A child with a disability may be suspended. When a child with a disability has been suspended for more than five (5) consecutive days or ten (10) cumulative school days in the same year, and that suspension does not involve a recommendation for expulsion or exclusion or other change in placement under federal law, relevant members of the child's IEP team, including at least one of the child's teachers, shall meet and determine the extent to which the child needs services in order to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals in the child's IEP. That meeting must occur as soon as possible, but no more than ten (10) days after the sixth (6th) consecutive day of suspension or the tenth (10th) cumulative day of suspension has elapsed.
5. The school administration shall implement alternative educational services when the suspension exceeds five (5) days. Alternative educational services may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instruction through electronic media, special education services as indicated by appropriate assessments, homebound instruction, supervised homework, or enrollment in another district or in an alternative learning center under Minn. Stat. § 123A.05 selected to allow the pupil to progress toward meeting graduation standards under Minn. Stat. § 120B.02, although in a different setting.

6. The school administration shall not suspend a student from school without an informal administrative conference with the student. The informal administrative conference shall take place before the suspension, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property, in which case the conference shall take place as soon as practicable following the suspension. At the informal administrative conference, a school administrator shall notify the student of the grounds for the suspension, provide an explanation of the evidence the authorities have, and the student may present the student's version of the facts. A separate administrative conference is required for each period of suspension.
7. After school administration notifies a student of the grounds for suspension, school administration may, instead of imposing the suspension, do one or more of the following:
 - a. strongly encourage a parent or guardian of the student to attend school with the student for one day;
 - b. assign the student to attend school on Saturday as supervised by the principal or the principal's designee; and
 - c. petition the juvenile court that the student is in need of services under Minn. Stat. Ch. 260C.
8. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56, shall be personally served upon the student at or before the time the suspension is to take effect, and upon the student's parent or guardian by mail within forty-eight (48) hours of the conference. (See attached sample Notice of Suspension – EM-020.15-F1.)
9. The school administration shall make reasonable efforts to notify the student's parent or guardian of the suspension by telephone as soon as possible following suspension.
10. In the event a student is suspended without an informal administrative conference on the grounds that the student will create an immediate and substantial danger to surrounding persons or property, the written notice shall be served upon the student and the student's parent or guardian within forty-eight (48) hours of the suspension. Service by mail shall be complete upon mailing.
11. Notwithstanding the foregoing provisions, the student may be suspended pending the school board's decision in an expulsion or exclusion proceeding, provided that alternative educational services are implemented to the extent that suspension exceeds five (5) days.

d) Expulsion and Exclusion Procedures

1. "Expulsion" means a school board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled. The authority to expel rests with the school board.
2. "Exclusion" means an action taken by the school board to prevent enrollment or re-enrollment of a student for a period that shall not extend beyond the school year. The authority to exclude rests with the school board.
3. All expulsion and exclusion proceedings will be held pursuant to and in accordance with

EM-020.15

the provisions of the Minnesota Pupil Fair Dismissal Act, Minn. Stat. §§121A.40-121A.56.

4. No expulsion or exclusion shall be imposed without a hearing, unless the right to a hearing is waived in writing by the student and parent or guardian.
5. The student and parent or guardian shall be provided written notice of the school district's intent to initiate expulsion or exclusion proceedings. This notice shall be served upon the student and his or her parent or guardian personally or by mail, and shall contain a complete statement of the facts; a list of the witnesses and a description of their testimony; state the date, time and place of hearing; be accompanied by a copy of the Pupil Fair Dismissal Act, Minn. Stat. §§ 121A.40-121A.56; describe alternative educational services accorded the student in an attempt to avoid the expulsion proceedings; and inform the student and parent or guardian of their right to: (1) have a representative of the student's own choosing, including legal counsel at the hearing; (2) examine the student's records before the hearing; (3) present evidence; and (4) confront and cross-examine witnesses. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from the Minnesota Department of Education (MDE).
6. The hearing shall be scheduled within ten (10) days of the service of the written notice unless an extension, not to exceed five (5) days, is requested for good cause by the school district, student, parent or guardian.
7. All hearings shall be held at a time and place reasonably convenient to the student, parent or guardian and shall be closed, unless the student, parent or guardian requests an open hearing.
8. The school district shall record the hearing proceedings at district expense, and a party may obtain a transcript at its own expense.
9. The student shall have a right to a representative of the student's own choosing, including legal counsel, at the student's sole expense. The school district shall advise the student's parent or guardian that free or low-cost legal assistance may be available and that a legal assistance resource list is available from MDE. The school board may appoint an attorney to represent the school district in any proceeding.
10. If the student designates a representative other than the parent or guardian, the representative must have a written authorization from the student and the parent or guardian providing them with access to and/or copies of the student's records.
11. All expulsion or exclusion hearings shall take place before and be conducted by an independent hearing officer designated by the school district. The hearing shall be conducted in a fair and impartial manner. Testimony shall be given under oath and the hearing officer shall have the power to issue subpoenas and administer oaths.
12. At a reasonable time prior to the hearing, the student, parent or guardian, or authorized representative shall be given access to all school district records pertaining to the student, including any tests or reports upon which the proposed dismissal action may be based.
13. The student, parent or guardian, or authorized representative, shall have the right to compel the presence of any school district employee or agent or any other person who may have evidence upon which the proposed dismissal action may be based, and to confront and cross-examine any witnesses testifying for the school district.

14. The student, parent or guardian, or authorized representative, shall have the right to present evidence and testimony, including expert psychological or educational testimony.
15. The student cannot be compelled to testify in the dismissal proceedings.
16. The hearing officer shall prepare findings and a recommendation based solely upon substantial evidence presented at the hearing, which must be made to the school board and served upon the parties within two (2) days after the close of the hearing.
17. The school board shall base its decision upon the findings and recommendation of the hearing officer and shall render its decision at a meeting held within five (5) days after receiving the findings and recommendation. The school board may provide the parties with the opportunity to present exceptions and comments to the hearing officer's findings and recommendation provided that neither party presents any evidence not admitted at the hearing. The decision by the school board must be based on the record, must be in writing, and must state the controlling facts on which the decision is made in sufficient detail to apprise the parties and the Commissioner of Education (Commissioner) of the basis and reason for the decision.
18. A party to an expulsion or exclusion decision made by the school board may appeal the decision to the Commissioner within twenty-one (21) calendar days of school board action pursuant to Minn. Stat. § 121A.49. The decision of the school board shall be implemented during the appeal to the Commissioner.
19. The school district shall report any suspension, expulsion or exclusion action taken to the appropriate public service agency, when the student is under the supervision of such agency.
20. The school district must report, through the MDE electronic reporting system, each expulsion or exclusion within thirty (30) days of the effective date of the action to the Commissioner. This report must include a statement of alternative educational services given the student and the reason for, the effective date, and the duration of the exclusion or expulsion. The report must also include the student's age, grade, gender, race, and special education status. The dismissal report must include state student identification numbers of affected students.
21. Whenever a student fails to return to school within ten (10) school days of the termination of dismissal, a school administrator shall inform the student and his/her parent or guardian by mail of the student's right to attend and to be reinstated in the school district.

9) Admission or Readmission Plan

A school administrator shall prepare and enforce an admission or readmission plan for any student who is excluded or expelled from school. The plan may include measures to improve the student's behavior, including completing a character education program consistent with Minn. Stat. § 120B.232, Subd. 1, and require parental involvement in the admission or readmission process, and may indicate the consequences to the student of not improving the student's behavior. The readmission plan must not obligate parents to provide a sympathomimetic medication for their child as a condition of readmission.

10) Notification of Policy Violations

Notification of any violation of this policy and resulting disciplinary action shall be as provided herein, or as

otherwise provided by the Pupil Fair Dismissal Act or other applicable law. The teacher, principal or other school district official may provide additional notification as deemed appropriate.

In addition, the school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include the student's age, grade, gender, race, and special education status.

11) Student Discipline Records

The policy of the school district is that complete and accurate student discipline records be maintained. The collection, dissemination, and maintenance of student discipline records shall be consistent with applicable school district policies and federal and state law, including the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13.

12) Disabled Students

Students who are currently identified as eligible under the IDEA or Section 504 will be subject to the provisions of this policy, unless the student's IEP or 504 plan specifies a necessary modification.

Before initiating an expulsion or exclusion of a student with a disability, relevant members of the child's IEP team and the child's parent shall, consistent with federal law, conduct a manifestation determination and determine whether the child's behavior was (i) caused by or had a direct and substantial relationship to the child's disability and (ii) whether the child's conduct was a direct result of a failure to implement the child's IEP. If the student's educational program is appropriate and the behavior is not a manifestation of the student's disability, the school district will proceed with discipline – up to and including expulsion – as if the student did not have a disability, unless the student's educational program provides otherwise. If the team determines that the behavior subject to discipline is a manifestation of the student's disability, the team shall conduct a functional behavioral assessment and implement a behavioral intervention plan for such student provided that the school district had not conducted such assessment prior to the manifestation determination before the behavior that resulted in a change of placement. Where a behavioral intervention plan previously has been developed, the team will review the behavioral intervention plan and modify it as necessary to address the behavior.

When a student who has an IEP is excluded or expelled for misbehavior that is not a manifestation of the student's disability, the school district shall continue to provide special education and related services during the period of expulsion or exclusion.

13) Open Enrolled Students

The school district may terminate the enrollment of a nonresident student enrolled under an Enrollment Option Program (Minn. Stat. § 124D.03) or Enrollment in Nonresident District (Minn. Stat. § 124D.08) at the end of a school year if the student meets the definition of a habitual truant, the student has been provided appropriate services for truancy (Minn. Stat. Ch. 260A), and the student's case has been referred to juvenile court. The school district may also terminate the enrollment of a nonresident student over the age of seventeen (17) enrolled under an Enrollment Options Program if the student is absent without lawful excuse for one or more periods on fifteen (15) school days and has not lawfully withdrawn from school.

14) Distribution of Policy

The school district will notify students and parents of the existence and contents of this policy in such manner as it deems appropriate. Copies of this discipline policy shall be made available to all students and parents at the commencement of each school year and to all new students and parents upon enrollment. This policy shall also be available upon request in each principal's office.

15) Review of Policy

The principal and representatives of parents, students and staff in each school building shall confer at least annually to review this discipline policy, determine if the policy is working as intended, and to assess whether the discipline policy has been enforced. Any recommended changes shall be submitted to the superintendent for consideration by the school board, which shall conduct an annual review of this policy.

Rationale: *School District 622 – North St. Paul-Maplewood-Oakdale shall ensure that students are aware of and comply with the school district's expectations for student conduct. Such compliance will enhance the school district's ability to maintain discipline and ensure that there is no interference with the educational process. The school district will take appropriate disciplinary action when students fail to adhere to the Code of Student Conduct established by this policy.*

Adoption and Revision History	Incorporated Policies
506 STUDENT RIGHTS AND RESPONSIBILITIES This Policy Adopted: January 27, 1998; Revised: January 25, 2005; Rescinded: August 19, 2008	MSBA 506
EM-020.15 STUDENT DISCIPLINE & NOTICE OF SUSPENSION This Policy Adopted: May 20, 2008; Revised: July 20, 2010; Revised: November 22, 2011; July 23, 2013; Revised: May 27, 2014; Revised: November 25, 2014; Revised: May 26, 2015; Revised: June 28, 2016; Revised:	

Administrative Rule, Regulation and Procedure: NA

Legal References:

- Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
- Minn. Stat. § 120B.02 (Educational Expectations for Minnesota Students)
- Minn. Stat. § 120B.232 (Character Development Education)
- Minn. Stat. § 121A.26 (School Preassessment Teams)
- Minn. Stat. § 121A.29 (Reporting; Chemical Abuse)
- Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.575 (Alternatives to Pupil Suspension)
- Minn. Stat. §§ 121A.582 (Reasonable Force)
- Minn. Stat. §§ 121A.60-121A.61 (Removal From Class)
- Minn. Stat. § 122A.42 (General Control of Schools)**
- Minn. Stat. § 123A.05 (Area Learning Center Organization)
- Minn. Stat. § 124D.03 (Enrollment Options Program)
- Minn. Stat. § 124D.08 (Enrollment in Nonresident District)
- Minn. Stat. Ch.125A (Students With Disabilities)
- Minn. Stat. §152.22 (Medical Cannabis; Definitions)
- Minn. Stat. §152.23 (Medical Cannabis; Limitations)
- Minn. Stat. Ch. 260A (Truancy)
- Minn. Stat. Ch. 260C (Juvenile Court Act)
- 20 U.S.C. §§ 1400-1487 (Individuals with Disabilities Education Improvement Act of 2004)
- 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)
- 34 C.F.R. § 300.530(e)(1) (Manifestation Determination)

Cross References:

MSBA/MASA Model Policy 413 (Harassment and Violence)
MSBA/MASA Model Policy 501 (School Weapons)
MSBA/MASA Model Policy 502 (Search of Student Lockers, Desks, Personal Possessions, and Student's Person)
MSBA/MASA Model Policy 503 (Student Attendance)
MSBA/MASA Model Policy 505 (Distribution of Nonschool-Sponsored Materials on School Premises by Students and Employees)
MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
MSBA/MASA Model Policy 525 (Violence Prevention)
MSBA/MASA Model Policy 526 (Student Hazing Prohibition)
MSBA/MASA Model Policy 527 (Student Use and Parking of Motor Vehicles; Patrols, Inspections, and Searches)
MSBA/MASA Model Policy 610 (Field Trips)
MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
Clark County Nevada School District Policy P-5136, Personal Technology and Communication Devices
Central Bucks Pennsylvania School District Policy 829, Personal Electronic Communication Devices

VIII. A. 1. ACKNOWLEDGEMENT OF CONTRIBUTIONS

Minnesota Statute 123B.02 permits school boards to "...receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, and for the benefit of pupils thereof."

Therefore, the Director of Business Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the School Board accept with appreciation the following contributions and permit their use as designated by the donors.

<u>Donor</u>	<u>Item and/or Amount</u>	<u>Purpose</u>
Andrew Lovick	2004 Cadillac Deville (valued at \$2,000.00)	Tartan auto vocational class
Greg Anderson	Digital cameras	Mrs. Berens 5 th grade class at Castle
Cathy Karsten	School supplies (valued at \$50.00)	ISD 622 students in need
Christa Waymire	\$100.00	John Glenn CREED program
Christa Waymire	\$50.00	John Glenn CREED program
Cathy Karsten	School supplies (valued at \$75.00)	ISD 622 Social Workers for students in need
Allina Health (Maplewood)	Backpack and school supplies (valued at \$75.00)	Weaver students
Steve & Mary Ann Miller	\$500.00	Maplewood Middle - classroom supplies
Shirley Strum	\$20.00	Gladstone Meals on Wheels
Marcella Jean Langton	\$200.00	ISD 622 student use
Judith Rohde	\$50.00	John Glenn math department
Anonymous	\$75.00	Webster - COMET
Heather and Jason Brenhofer	School supplies & 3 back packs (valued at \$60.00)	Weaver students
Platinum Bank	Grill and table rental and hot dogs (valued at \$551.71)	ISD 622 Welcome Back
Farmers Insurance	Various school supply items (valued at \$50.00)	Maplewood Middle School
North Volleyball Booster club	\$1,200.00	North - additional VB coach
Keith & Erin Carnish	\$500.00	North High Writer's Club
Theresa Augé	70 assorted 3-ring binders (valued at \$175.00)	ISD 622

MOTION:
SECOND:

Total fiscal year 2016-2017 monetary contributions: \$30,212.44

CERTIFICATION OF MINUTES RELATING
TO
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)
STATE OF MINNESOTA

BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A regular meeting held on October 25, 2016, at 6:00 o'clock p.m., in the District.

MEMBERS PRESENT:

MEMBERS ABSENT:

DOCUMENTS ATTACHED: Extract of Minutes of said meeting.

**RESOLUTION AWARDING THE SALE, DETERMINING THE
FORM AND DETAILS, AUTHORIZING THE EXECUTION, DELIVERY,
AND REGISTRATION, AND PROVIDING FOR THE PAYMENT OF
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A**

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 October, 2016.

School District Clerk

EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)
STATE OF MINNESOTA

HELD: OCTOBER 25, 2016

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 622, State of Minnesota, was duly held on October 25, 2016, at 6:00 o'clock p.m.

It was reported that _____ proposals for the purchase of the approximately \$36,615,000 General Obligation Refunding Bonds, Series 2016A of the District (said amount being subject to adjustment in accordance with the Terms of Proposal) had been received prior to 10:00 o'clock a.m, Central Time, pursuant to the Terms of Proposal contained in the Official Statement; that the proposals had been opened, read and tabulated; and that the best proposal of each proposal maker was determined to be as follows:

SEE ATTACHED

Member _____ introduced the following resolution and moved its

adoption:

**RESOLUTION AWARDING THE SALE, DETERMINING THE
FORM AND DETAILS, AUTHORIZING THE EXECUTION, DELIVERY,
AND REGISTRATION, AND PROVIDING FOR THE PAYMENT OF
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2016A**

BE IT RESOLVED by the School Board of Independent School District No. 622, State of Minnesota, as follows:

Section 1. Authorization and Sale.

1.01 Authorization. At a meeting held September 27, 2016, this Board determined to sell and issue general obligation refunding bonds of Independent School District No. 622 (the "Issuer" or the "District"). Said Bonds shall hereinafter be referred to as the "Bonds" or the "Refunding Bonds". In the Terms of Proposal, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The Refunding Bonds, together with other available funds of the Issuer, shall provide funds for a current refunding of the Refunded Bonds and (1) to prepay on February 1, 2017 the August 1, 2017 to February 1, 2025 semiannual maturities, aggregating \$26,725,000 in principal amount, of the Issuer's General Obligation Refunding Bonds, Series 2006B (the "2006B Bonds"), bearing a date of original issue of November 1, 2006; (2) to prepay on February 1, 2017 the 2018 to 2023 maturities, aggregating \$9,645,000 in principal amount, of the Issuer's General Obligation Refunding Bonds, Series 2006C (the "2006C Bonds"), bearing a date of original issue of November 1, 2006; and (3) to prepay on February 1, 2017 the 2018 to 2027 maturities, aggregating \$2,540,000 in principal amount, of the Issuer's General Obligation Alternative Facility Bonds (the "2007A Bonds"), bearing a date of original issue of March 1, 2007 (together, the "Refunded Bonds"). The 2006B Bonds were originally issued to provide funds for the crossover refunding of the District's General Obligation School Building Bonds, Series 1994A, bearing a date of original issue of December 1, 1994. The 2006C Bonds were originally issued to provide funds for the crossover refunding of the District's General Obligation School Building Bonds, Series 1999A, bearing a date of original issue of December 1, 1999, the District's General Obligation School Building Bonds, Series 2000B, bearing a date of original issue of September 1, 2000, the District's General Obligation School Building Bonds, Series 2001A, bearing a date of original issue of April 1, 2001, and the District's General Obligation School Building Bonds, Series 2002A, bearing a date of original issue of March 1, 2002. The 2007A Bonds were originally issued to fund the acquisition and betterment of projects included in the District's ten-year plan approved by the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.59, subdivision 3.

1.02 Sale. The Board, having been advised by Ehlers & Associates, Inc., its independent municipal advisor, has determined that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2. The Board has publicly received and considered all proposals presented in conformity with the Terms of Proposal contained in the Official Statement, which are hereby ratified and confirmed in all respects and are incorporated herein by reference as though fully specified in this paragraph. The most favorable of such proposals is ascertained to be that of _____ (the "Purchaser") to purchase the Bonds at a price of \$_____ plus interest accrued to settlement, and upon the further terms and conditions set forth in the Terms of Proposal contained in the Official Statement and this resolution. Said proposal is hereby accepted and the sale of the Bonds is hereby awarded to said Purchaser.

1.03 Execution of Documents; Return of Good Faith Deposits. The Chair and Clerk are authorized and directed to endorse an acceptance on both copies of the most favorable proposal and to send one copy to the Purchaser. The Treasurer is directed to retain the good faith deposit of the Purchaser pending delivery of the Bonds and payment therefor, and the good faith deposits of the other proposal makers shall forthwith be returned to them.

1.04 Purpose; Compliance with Current Refunding Law; Debt Service Savings; Findings; Security.

(a) **Compliance.** The Refunding Bonds shall provide moneys for a current refunding of the Refunded Bonds. It is hereby determined and declared that the refunding of the Refunded Bonds complies with Minnesota Statutes, Section 475.67, and is consistent with the covenants made with the holders thereof. The Issuer has observed and complied with all of the obligations and covenants made by the School Board in connection with the issuance of the Refunded Bonds.

(b) **Use of Proceeds of Refunded Bonds.** All of the proceeds, including the investment earnings thereon, of the Refunded Bonds have heretofore been expended by the Issuer for the uses and purposes for which the District issued the Refunded Bonds.

(c) **Redemption.** The Refunded Bonds are called for redemption on February 1, 2017, the earliest date on which they may be called for redemption without payment of any premium.

(d) **Security.** Until retirement and prepayment of the Refunded Bonds, all provisions made for the security of the Refunded Bonds shall be observed by the Issuer.

(e) **Supplemental Resolution.** The resolutions of the School Board authorizing the issuance of the Refunded Bonds are hereby supplemented to the extent necessary to give effect to the provisions of this resolution.

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

1.06 Minnesota School District Credit Enhancement Program. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now or hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section.

Section 2. Bond Terms.

2.01 Designation; Registration; Denomination; Maturities. The \$_____ aggregate principal amount of general obligation bonds sold on this date shall be designated General Obligation Refunding Bonds, Series 2016A, shall be dated November 17, 2016, as the date of original issue, and shall be issued forthwith on or after such date using a global book-entry system. The Bonds shall be issued as fully registered bonds and shall be numbered R-1 upward, in the denomination of \$5,000 each or any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts set forth below, and shall bear interest from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been duly paid or provided for, from the date of original issue until paid or duly called for mandatory redemption, if herein provided, at the rates per annum set forth below opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
	\$			\$	

The maturities for the years _____ to _____ have been adjusted pursuant to the proposal of the Purchaser and as authorized in the Terms of Proposal. The Bonds maturing on February 1 in the years _____ and _____ are term bonds subject to mandatory redemption in the years and principal amounts specified in Paragraph 2.04(b).

These maturities, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Interest Payments. Interest shall be payable semiannually on each February 1 and August 1 to maturity (each an "Interest Payment Date"), commencing August 1, 2017. Interest will be calculated on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the MSRB. Interest will be payable in the manner set forth in the form of Global Certificate or Replacement Bond and Paragraph 4.06 of this resolution.

2.03 Use of Global Book-Entry System.

(a) Description of System. In order to issue obligations in "global book-entry form", the obligations are issued in certificated form in large denominations, are registered on the books of the Issuer in the name of a depository or its nominee, and are immobilized and held in safekeeping by the depository. The depository, as part of the computerized National Securities Clearance and Settlement System (the "National System"), registers transfers of ownership interests in the obligations by making computerized book entries on its own books and distributing payments on the obligations to its participants shown on its books as the owners of such interests. These participants, which include financial institutions for whom the depository effects book-entry transfers of securities deposited and immobilized with the depository, and other banks, brokers and dealers participating in the National System will do likewise if not the beneficial owners of the obligations.

(b) Designation of Depository; Approval of Blanket Issuer Letter of Representations. The Depository Trust Company ("DTC") of New York, New York, a Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a "clearing corporation" within the

meaning of the New York Uniform Commercial Code, is hereby designated as the depository (the "Depository") with respect to the Bonds issued hereunder in global book-entry form. There has been submitted to this Board a form of letter of representations (the "Blanket Issuer Letter of Representations") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. This Blanket Issuer Letter of Representations is hereby approved. The Chair or the Clerk is hereby authorized and directed to execute the Blanket Issuer Letter of Representations in substantially the form attached hereto as EXHIBIT C, if such a letter of representations has not already been executed, with only such variations therein as may be required to complete the Blanket Issuer Letter of Representations, or which are not, in the opinion of Bond Counsel, materially adverse to the interests of the Issuer. Execution of the Blanket Issuer Letter of Representations by such official shall be conclusive evidence as to the necessity and propriety of such changes and their approval by Bond Counsel. So long as DTC is the Depository or it or its nominee is the Holder of any Global Certificate, the District shall comply with the provisions of the Blanket Issuer Letter of Representations, as it may be amended or supplemented by the District from time to time with the agreement or consent of DTC.

(c) Global Certificates. Upon their original issuance, the Bonds will be issued in the form of a single Global Certificate for each maturity which shall represent the aggregate principal amount of the Bonds due on a particular maturity date (the "Global Certificates"). The Global Certificates will be originally issued and fully registered as to principal and interest in the name of Cede & Co., as nominee of DTC. The Global Certificates will be deposited with the Depository by the Purchaser and will be immobilized as further provided herein. No beneficial owners of interest in the Bonds will receive certificates representing their respective interests in the Bonds except as provided below in clause (e) of this Paragraph 2.03. Except as so provided, during the term of the Bonds, beneficial ownership (and subsequent transfers of beneficial ownership) of interests in the Global Certificates will be reflected by book entries made on the records of the Depository and its participants and other banks, brokers, and dealers participating in the National System. The Depository's book entries of beneficial ownership interest are authorized to be in integral increments of \$5,000, despite the larger authorized denominations of the Global Certificates. Payment of principal of, premium, if any, and interest on the Global Certificates will be made to the Bond Registrar as paying agent, and in turn by the Bond Registrar to the Depository or its nominee as registered owner of the Global Certificates. The Depository, according to the laws and rules governing it, will receive and forward such payments on behalf of the beneficial owners of the Global Certificates.

(d) Immobilization of Global Certificates by the Depository. Pursuant to the request of the Purchaser to the Depository, immediately upon the original delivery of the Bonds, the Purchaser will deposit the Global Certificates representing all of the Bonds with the Depository. The Global Certificates shall be in typewritten form or otherwise as acceptable to the Depository, shall be registered in the name of the Depository or its nominee and shall be held immobilized from circulation at the offices of the Depository on behalf of the Purchaser and subsequent Bondholders. The Depository or its nominee will be the sole Holder of record of the Global Certificates and no investor or other party purchasing, selling or otherwise transferring ownership of interests in any Bond is to receive, hold or deliver any Global

Certificates so long as the Depository holds the Global Certificates immobilized from circulation, except as provided below in clause (e) of this Paragraph 2.03.

(e) Transfer or Exchange of Global Certificates; Substitute Depository; Replacement Bonds.

Global Certificates evidencing the Bonds may not, after their original delivery, be transferred or exchanged except:

(i) Upon exchange of a Global Certificate after a partial redemption, if authorized in Paragraph 2.04 of this resolution;

(ii) To any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to subclause (iii) of this clause (e); provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) To a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) of this clause (e); or

(iv) In the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Paragraph 4.04 of this resolution.

In the event of the designation of a Substitute Depository as authorized by this clause (e), the Bond Registrar, upon presentation of the Global Certificates, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this resolution. The Blanket Issuer Letter of Representations shall not apply to the Substitute Depository unless the Issuer and the Substitute Depository so agree, and the execution of a similar agreement is hereby authorized.

2.04 Redemption. (a) Optional Redemption. The Bonds of this Issue are not subject to optional redemption or prepayment prior to maturity.

(b) Mandatory Redemption. (1) The Bonds maturing in the year ____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

(2) The Bonds maturing in the year ____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

(3) Mandatory redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

(c) Mandatory Redemption of Global Certificates. Upon a partial redemption in the aggregate principal amount of a Global Certificate which results in the stated amount thereof being reduced, the Holder may in its discretion make a notation of such redemption on the panel provided on the Global Certificate stating the amount so redeemed, or may return the Global Certificate to the Bond Registrar in exchange for a new Global Certificate authenticated by the Bond Registrar, in proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of such Global Certificate outstanding, unless the Bond Registrar has signed the appropriate column of the panel.

(d) Mandatory Redemption of Replacement Bonds. To effect a partial redemption of Replacement Bonds having a common maturity date, the Bond Registrar, prior to giving a notice of redemption, shall assign to each Replacement Bond having a common

maturity date a distinctive number for each \$5,000 of the principal amount of such Replacement Bond. The Bond Registrar shall then select by lot from the numbers so assigned to such Replacement Bonds, using such method of selection as it shall deem proper in its discretion, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Replacement Bonds to be redeemed. The Replacement Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Replacement Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 of principal amount for each number assigned to it and so selected. If a Replacement Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of such Replacement Bond, without service charge, a new Replacement Bond or Bonds of the same series having the same stated maturity and interest rate and of any authorized denomination or denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Replacement Bond so surrendered.

(e) Notice of Mandatory Redemption of Global Certificates and Replacement Bonds. The Bond Registrar shall call Bonds for redemption and payment as herein provided upon receipt by the Bond Registrar of a request of the Issuer. The request shall be in written form. The request shall specify the principal amount of Bonds to be called for redemption, the redemption date and the redemption price.

Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder. If and when the Issuer shall call any of the Bonds for redemption and payment prior to the stated maturity thereof, the Bond Registrar shall give written notice in the name of the Issuer of its intention to redeem and pay such Bonds at the office of the Bond Registrar. The Notice of Redemption shall be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date, to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. For the purpose of giving notice of the redemption of Global Certificates, the Holder of the Global Certificates shall be the Depository or its nominee. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used. All notices of redemption shall state:

- (i) The redemption date;
- (ii) The redemption price;
- (iii) If less than all outstanding Bonds are to be redeemed, the identification (and, if the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;

(iv) That on the redemption date, the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date; and

(v) The place where such Bonds are to be surrendered for payment of the redemption price (which shall be the office of the Bond Registrar).

Section 3. Form of Bonds.

The Bonds to be issued hereunder shall be in the form of Global Certificates unless and until Replacement Bonds are made available as provided herein.

3.01 Global Certificates. The Global Certificates to be issued hereunder, together with the Bond Registrar's Certificate of Authentication, the Register of Partial Payments, the form of Assignment, and the registration information thereon, shall be in substantially the form set forth in EXHIBIT A hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph, and may be typewritten rather than printed.

3.02 Replacement Bonds. If the Issuer has notified Holders that Replacement Bonds have been made available as provided in Paragraph 2.03(e) of this resolution, then for every Bond thereafter transferred or exchanged (including an exchange to reflect the partial mandatory redemption of a Global Certificate not previously exchanged for Replacement Bonds), the Bond Registrar shall deliver a bond in the form of a Replacement Bond rather than a Global Certificate, but the Holder of a Global Certificate shall not otherwise be required to exchange the Global Certificate for one or more Replacement Bonds since the Issuer recognizes that some Holders may prefer the convenience of the Depository's registered ownership of the Bonds even though the entire issue is no longer required to be in global book-entry form. The Replacement Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereto, shall be in substantially the form set forth in EXHIBIT B hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph.

Section 4. Execution; Delivery; Registration.

4.01 Appointment of Registrar. Bond Trust Services Corporation in Roseville, Minnesota, is appointed to act as the bond registrar and transfer agent (the "Bond Registrar") and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract the Issuer and Bond Registrar shall execute which is consistent herewith and which the chair and clerk are hereby authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to Minnesota Statutes, Chapter 475. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Chair and Clerk are hereby authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holder) of the Bonds

in the manner set forth in the form of Global Certificate or Replacement Bond, as applicable, and Paragraph 4.06 of this resolution. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

4.02 Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the manual signatures of the Chair and Clerk of the School Board; provided, however that both of such signatures may be printed facsimiles, in which event the Bonds shall also be executed manually by the authenticating agent as provided in Minnesota Statutes, Section 475.55. In the event of disability or resignation or other absence of either such officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if that officer had remained in office until delivery. If the Issuer has adopted a corporate seal, it shall be omitted on the Bonds as permitted by law.

4.03 Authentication; Date of Registration. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless and until a Certificate of Authentication on such Bond, substantially in the form set forth in the form of Global Certificate or Replacement Bond, shall have been duly executed by the manual signature of an authorized representative of the Bond Registrar. Certificates of authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds (Global Certificates) to the Purchaser, the Bond Registrar shall insert as the date of registration the date of original issue; and the executed Certificate of Authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

4.04 Transfer or Exchange. The Issuer will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged as herein provided.

A Global Certificate shall be registered in the name of the payee on the books of the Bond Registrar by presenting the Global Certificate for registration to the Bond Registrar, who will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the Global Certificate. Thereafter a Global Certificate may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until a Global Certificate is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted thereon by the Bond Registrar, all subject to the terms and

conditions provided in this resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, date (in the space designated Date of Registration) and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination or denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

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

At the option of the Holder of a Replacement Bond, Replacement Bonds may be exchanged for Replacement Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Replacement Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Replacement Bonds are so surrendered for exchange, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, date (in the space designated Date of Registration) and deliver the Replacement Bonds which the Holder making the exchange is entitled to receive. Global Certificates may not be exchanged for Global Certificates of smaller denominations.

All Bonds surrendered upon any exchange or transfer provided for in this resolution shall be promptly canceled by the Bond Registrar and thereafter disposed of as directed by the Issuer.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

Transfer of a Bond may be made on the Issuer's books by the registered owner in person or by the registered owner's attorney duly authorized in writing. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered owner's attorney duly authorized in writing, and shall include written instructions as to the details of the transfer of the Bond.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost bonds.

Transfers shall also be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates.

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

4.06 Interest Payments; Record Dates. Interest on any Global Certificate shall be paid as provided in the first paragraph thereof and interest on any Replacement Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the Issuer maintained by the Bond Registrar and in each case at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

4.07 Persons Deemed Owners. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Paragraph 4.06 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

4.08 Delivery. The Bonds when so prepared and executed shall be delivered by the Treasurer of the Issuer to the Purchaser thereof upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

Section 5. Creation of Fund and Tax Levies.

5.01 Fund. There is hereby created within the Debt Redemption Fund of the Issuer a special fund to be designated "General Obligation Refunding Bonds, Series 2016A Fund" (the "Fund") to be held and administered by the Treasurer separate and apart from all other funds of the Issuer. The Fund shall be maintained in the manner herein specified until all of the Refunded Bonds and the Bonds herein authorized and the interest thereon have been fully paid. There shall be maintained in the Fund two separate accounts to be designated the "Refunding Account" and the "Debt Service Account", respectively.

(a) Refunding Account. The proceeds of the sale of the Bonds herein authorized, less any accrued interest received thereon and other proceeds directed for deposit into the Debt Service Account, plus other available District funds (estimated at \$_____) as may be required to adequately fund the Refunding Account for the purposes set forth below, are hereby pledged and appropriated and shall be credited to the Refunding Account. The Refunding Account shall be used to pay the principal amount of each such Refunded Bond at

maturity or on the date on which it has been called for redemption as herein provided, and the issuance expenses of the Bonds. The moneys in said Refunding Account shall be used solely for the purposes herein set forth and for no other purpose, except that after such payments have been made, any surplus in the Refunding Account shall be transferred to the Debt Service Account.

(b) Debt Service Account. There is hereby pledged and appropriated and there shall be credited to the Debt Service Account upon issuance of the Bonds (i) any uncollected taxes heretofore levied and pledged to the Debt Redemption Fund of the Issuer for the payment of the Refunded Bonds; (ii) any other unexpended moneys pledged to the Debt Redemption Fund of the Issuer for the payment of the Refunded Bonds pursuant to the Resolutions authorizing the issuance of the Refunded Bonds (unless used to fund the Refunding Account; (iii) all taxes herein levied; (iv) all accrued interest received upon delivery of the Bonds (unless used to fund the Refunding Account; (v) any premium or unused discount to the extent not otherwise deposited into the Refunding Account and used for payment of the Refunded Bonds; (vi) all investment earnings on funds held in the Debt Service Account and (vii) any and all other moneys which are properly available and which are appropriated by the Issuer to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest on the Bonds and any of the bonds heretofore or hereafter authorized and made payable from said account as provided by law. If any payment of principal or interest on the Bonds shall become due when there is not sufficient money in the Debt Service Account or the Debt Redemption Fund generally to make such payment, the Treasurer shall pay the same from the General Fund of the Issuer and the General Fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of such Bonds.

5.02 Cancellation of Levies. Until prepayment of the Refunded Bonds, all provisions theretofore made for the security thereof shall be observed by the Issuer and all of its officers and agents. However, the School Board hereby finds, determines and certifies to the County Auditor of each county in which the Issuer is located, in whole or in part, that the proceeds of the sale of the Refunding Bonds to be used to refund said Refunded Bonds, together with other funds available and appropriated to the Refunding Account for said purpose, will be sufficient, together with the earnings on the investment of such funds in said Refunding Account, to pay when due or called for prepayment as herein provided all of the principal of and premium, if any, on the Refunded Bonds. Accordingly, upon Bond Closing the County Auditors of each county in which the Issuer is located in whole or in part are hereby authorized and directed to the extent and in the manner permitted by law to cancel forthwith or if necessary from year to year the taxes levied in the years 2016 payable 2017 through 2023 payable 2024 (2006B Bonds), 2016 payable 2017 through 2021 payable 2022 (2006C Bonds), and 2016 payable 2017 through 2025 payable 2006 (2007A Bonds) pursuant to the Resolutions authorizing the issuance of the Refunded Bonds and not needed as a result of the establishment of the aforesaid Refunding Account.

5.03 Pledge of Full Faith and Credit; Tax Levies. 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 Issuer shall be and are hereby irrevocably pledged. In order to provide the moneys for the payment thereof required by Minnesota Statutes, Section 475.61, there is hereby levied upon all of the taxable property in the Issuer a direct annual ad valorem tax which shall be spread upon the tax rolls for collection, as a part of other general taxes of the Issuer, in the years and amounts as specified on the levy computation sheet attached hereto as EXHIBIT D and incorporated herein by reference as though fully specified in this paragraph.

The tax levies provided in this paragraph are such that if collected in full they, together with estimated collections of other revenues herein pledged for the payment of the Bonds (other than cash on hand), will produce at least five percent (5%) in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, except for interest payable hereunder from cash on hand on the date of Bond closing and pledged for such purpose.

Said tax levies shall be irrevocable as long as any of said Bonds are outstanding and unpaid, provided that the Issuer reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

5.04 Investment Restrictions. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Refunding Account or Debt Service Account (or any other District account which will be used to pay principal or interest to become due on the Bonds) in excess of amounts which under then-applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. In addition, the proceeds of the Bonds and money in those accounts shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

5.05 Redemption of Refunded Bonds. The 2006B Bonds which mature on August 1, 2017 and thereafter shall be redeemed and prepaid on February 1, 2017, in accordance with the terms and conditions of the Notice of Call for Redemption attached hereto as EXHIBIT E1, which terms and conditions are hereby approved and incorporated herein by reference. The 2006C Bonds which mature on 2018 and thereafter shall be redeemed and prepaid on February 1, 2017, in accordance with the terms and conditions of the Notice of Call for

Redemption attached hereto as EXHIBIT E2, which terms and conditions are hereby approved and incorporated herein by reference. The 2007A Bonds which mature in 2018 and thereafter shall be redeemed and prepaid on February 1, 2017, in accordance with the terms and conditions of the Notice of Call for Redemption attached hereto as EXHIBIT E3, which terms and conditions are hereby approved and incorporated herein by reference. The Notices of Call for Redemption shall be mailed to the Paying Agent for and the registered owners of the Refunded Bonds not less than thirty (30) days before the redemption date. The form of the Notices of Call may contain such additional information or different provisions concerning the redemption as may be requested by the Paying Agent for the Refunded Bonds. The giving of any notice prior to the date of adoption of this resolution is ratified and approved in all respects.

The District shall also comply with all notice requirements of Financial Security Assurance, Inc., the bond insurer of the 2006B and 2006C Bonds and of XL Capital or its successor, the bond insurer of the 2007A Bonds.

Section 6. Exemption from Rebate Requirements.

6.01 Arbitrage Rebate Exemption. It is hereby found and determined that all gross proceeds of the Bonds (other than gross proceeds held in a bona fide debt service fund) will be expended for the governmental purpose for which the Bonds are issued within six (6) months of the date of issuance of the Bonds. Therefore, the Issuer shall not be required to comply with the arbitrage rebate requirements of Section 148(f) of the Code with respect to the Bonds. However, if required by federal law or regulations, the Issuer will make such calculations and rebate payments at such times and in such manner as required to comply with Section 148 of the Code and the applicable Regulations pertaining thereto.

Section 7. Certifications, Designations, Defeasance, Arbitrage, Reporting.

7.01 Filing of Resolution; County Auditor Certificate. The Clerk is hereby authorized and directed to file with the County Auditor of each county in which the Issuer is located in whole or in part a certified copy of this resolution, together with such other information as said County Auditor shall require, and to obtain from said County Auditor a certificate that the tax required by law for the payment of said Bonds has been levied, and that said Bonds have been entered upon the County Auditor's Bond Register.

7.02 Defeasance. When all of the Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution shall cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The Issuer may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with the Bond Registrar, for the purpose of paying all principal and interest due on such Bonds to maturity or if subject to mandatory redemption, to an earlier date on which they may be called for mandatory redemption, a sum of cash or securities of the types described in Minnesota Statutes, Section 475.67, as amended, in such aggregate amount, bearing interest at

such rates and maturing on such dates as shall be required to provide funds sufficient for this purpose.

7.03 Nondesignation as Qualified Tax-Exempt Obligations. The Board finds that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Issuer during calendar year 2016 will exceed \$10,000,000. Thus, the Bonds of this issue are not designated as "Qualified Tax-Exempt Obligations" for the purposes of Section 265 of the Code relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

7.04 Authentication of Transcript. The officers of the Issuer and each said County Auditor are hereby authorized and requested to prepare and furnish to the Purchaser of said Bonds, and to the attorneys approving legality of the issuance thereof, certified copies of all proceedings and records of the Issuer relating to said Bonds and to the financial condition and affairs of the Issuer, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of said Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Issuer as to the facts recited therein.

7.05 Covenant to Continue Tax Exemption. The Issuer covenants and agrees with the Holders from time to time of the Bonds herein authorized, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Bonds to become subject to taxation under the United States Internal Revenue Code, the regulations promulgated thereunder, or any other applicable federal tax law or regulation, and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to ensure that such interest will not become subject to taxation under the Internal Revenue Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing or as hereafter amended or proposed.

7.06 Arbitrage Certification. The Chair and School District Clerk, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

7.07 Official Statement. The Official Statement relating to the Bonds, on file with the Clerk and presented to this meeting, is hereby approved and deemed final, and the furnishing thereof to prospective bidders for the Bonds is hereby ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof.

7.08 Information Reporting. For purposes of compliance with the provisions of Section 149(e) of the Code, the Issuer shall submit to the Secretary of the Treasury, not later

than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement concerning the Bond issue which meets the requirements of Section 149(e)(2).

7.09 Payment of Issuance Expenses. The District authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota, on the closing date for further distribution as directed by the District's municipal advisor, Ehlers & Associates, Inc.

7.10 Continuing Disclosure. The Chair and the School District Clerk are authorized and directed to execute and deliver a Continuing Disclosure Certificate to assist the Participating Underwriters in complying with SEC Rule 15c2-12(b)(5) for full disclosure (The "Rule"). The Continuing Disclosure Certificate shall be entered into for the benefit of the Holders of the Bonds and shall constitute the written undertaking required by the Rule to provide or cause to be provided to the MSRB, in an electronic format through the use of the Electronic Municipal Market Access system ("EMMA"), the annual financial information specified therein and to give notice of the occurrence of the Listed Events specified therein, each in the manner specified therein, as required by the Rule. The provisions of the Continuing Disclosure Certificate are incorporated herein as though fully specified in this paragraph.

7.11 Nonbook-Entry Option. Notwithstanding any contrary provision of this resolution, if the option to allow the Bonds to be issued in a nonbook-entry format was included in the Terms of Proposal and if the Purchaser specified on the proposal form that the Bonds are not to be issued in global book-entry form, they shall then be issued in nonbook-entry format in registered form in the name of the Purchaser.

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.

EXHIBIT A

(FORM OF GLOBAL CERTIFICATE)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY AND WASHINGTON COUNTIES
INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)

R- _____ \$ _____

GENERAL OBLIGATION REFUNDING BOND, SERIES 2016A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
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NOVEMBER 17, 2016

REGISTERED OWNER: CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 622, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in North St. Paul, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above or on the Certificate of Registration attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is subject to mandatory redemption as stated below, on a date prior thereto on which it shall have been duly called for mandatory redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing August 1, 2017, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer; provided, however, that upon a mandatory redemption of this Bond which results in the stated amount

hereof being reduced, the Holder may in its discretion be paid without presentation of this Bond, and may make a notation on the panel provided herein of such redemption, stating the amount so redeemed, or may return the Bond to the Bond Registrar in exchange for a new Bond in the proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) in next day funds or its equivalent to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Bonds of this Issue are not subject to optional redemption or prepayment prior to maturity.

Mandatory Redemption. The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below :

<u>Year</u>	<u>Amount</u>
	\$

Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

Notice of Mandatory Redemption. Published notice of mandatory redemption shall in each case be given in accordance with law, and mailed notice of mandatory redemption shall be given to the paying agent and to each affected Holder of the Bonds. For this purpose, the Depository shall be the "Holder" as to Bonds registered in the name of the Depository or its nominee. In the event any of the Bonds are called for mandatory redemption, written notice thereof will be given by first class mail, postage prepaid, mailed not less than thirty (30) days prior to the redemption date to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used.

Replacement or Notation of Bonds After Partial Redemption. Upon a partial redemption of this Bond which results in the stated amount hereof being reduced, the Holder may in its discretion make a notation on the panel provided herein of such redemption, stating the amount so redeemed. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Otherwise, the Holder may surrender this Bond to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of this Bond, without service charge, a new Bond of the same Issue having the same stated maturity and interest rate and of the authorized denomination in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$_____. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. The Refunding Bonds, together with other available funds of the Issuer, shall provide funds for a current refunding of the Refunded Bonds and (1) to prepay on February 1, 2017 the August 1, 2017 to February 1, 2025 semiannual maturities, aggregating \$26,725,000 in principal amount, of the Issuer's General Obligation Refunding Bonds, Series 2006B (the "2006B Bonds"), bearing a date of original issue of November 1, 2006; (2) to prepay on February 1, 2017 the 2018 to 2023 maturities, aggregating \$9,645,000 in principal amount, of the Issuer's General Obligation Refunding Bonds, Series 2006C (the "2006C Bonds"), bearing a date of original issue of November 1, 2006; and (3) to prepay on February 1, 2017 the 2018 to 2027 maturities, aggregating \$2,540,000 in principal amount, of the Issuer's General Obligation Alternative Facility Bonds (the "2007A Bonds"), bearing a date of original issue of March 1, 2007 (together, the "Refunded Bonds"). The 2006B Bonds were originally issued to provide funds for the crossover refunding of the District's General Obligation School Building Bonds, Series 1994A, bearing a date of original issue of December 1, 1994. The 2006C Bonds were originally issued to provide funds for the crossover refunding of the District's General Obligation School Building Bonds, Series 1999A, bearing a date of original issue of December 1, 1999, the District's General Obligation School Building Bonds, Series 2000B, bearing a date of original issue of September 1, 2000, the District's General Obligation School Building Bonds, Series 2001A, bearing a date of original issue of April 1, 2001, and the District's General Obligation School Building Bonds, Series 2002A, bearing a date of original issue of March 1, 2002. The 2007A Bonds were originally issued to fund the acquisition and betterment of projects included in the District's ten-year plan approved by the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.59, subdivision 3.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Minnesota School District Credit Enhancement Program. The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

Denominations; Exchange; Resolution. The Bonds are issuable originally only as Global Certificates in the denomination of the entire principal amount of the issue maturing on a single date. Global Certificates are not exchangeable for fully registered bonds of smaller denominations except in the event of a partial redemption as above provided or in exchange for Replacement Bonds if then available. Replacement Bonds, if made available as provided below, are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations

provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Replacement Bonds. Replacement Bonds may be issued by the Issuer in the event that (a) The Depository Trust Company (“DTC”) of New York, New York (the "Depository") shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described in the Resolution might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds. The Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders.

Transfer. This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

Fees Upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

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

Not Qualified Tax-Exempt Obligations. The Bonds of this issue have not been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

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 happen and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as so required and that the issuance of this Bond on the date of original issue hereof and the date of its actual original issuance and delivery does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

November 17, 2016

Registrable by:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

Payable at:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

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

INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)
NORTH ST. PAUL, MINNESOTA

BOND TRUST SERVICES
CORPORATION
Bond Registrar

/s/ (Facsimile)
Chair

By _____
Authorized Signature

/s/ (Facsimile)
Clerk

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Bond may be made only by the registered owner or the registered owner's legal representative last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
<u>November 17, 2016</u>	Cede & Co. P.O. Box 222 Bowling Green Station <u>New York, NY 10274</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

REGISTER OF PARTIAL PAYMENTS

The principal amount of the attached Bond has been mandatorily redeemed and prepaid on the dates and in the amounts noted below:

<u>Date</u>	<u>Amount</u>	<u>Signature of Bondholder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a notation is made on this register, such notation has the effect stated in the attached Bond. Partial payments do not require the presentation of the attached Bond to the Bond Registrar, and a Holder could fail to note the partial payment here.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)

Under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

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

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

Dated _____

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

Signature Guaranteed:

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

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

Name and Address:

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

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

EXHIBIT B

(FORM OF REPLACEMENT BOND)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY AND WASHINGTON COUNTIES
INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)

R- \$ _____

GENERAL OBLIGATION REFUNDING BOND, SERIES 2016A

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>DATE OF</u> <u>ORIGINAL ISSUE</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	---	--------------

NOVEMBER 17, 2016

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 622, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in North St. Paul, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is subject to mandatory redemption as stated below, on a date prior thereto on which it shall have been duly called for mandatory redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing August 1, 2017, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing

thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF, WHICH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security until the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

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 happen and to be performed precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as so required and that the issuance of this Bond on the date of original issue hereof and the date of its actual original issuance and delivery does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and the Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

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

Registrable by:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

Payable at:

BOND TRUST SERVICES CORPORATION
ROSEVILLE, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)
NORTH ST. PAUL, MINNESOTA

BOND TRUST SERVICES
CORPORATION
Bond Registrar

/s/ (Facsimile)

Chair

By _____
Authorized Signature

/s/ (Facsimile)

Clerk

ON REVERSE OF BOND

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Bonds of this Issue are not subject to optional redemption or prepayment prior to maturity.

Mandatory Redemption. The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$_____. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. The Refunding Bonds, together with other available funds of the Issuer, shall provide funds for a current refunding of the Refunded Bonds and (1) to prepay on February 1, 2017 the August 1, 2017 to February 1, 2025 semiannual maturities, aggregating \$26,725,000 in principal amount, of the Issuer's General Obligation Refunding Bonds, Series 2006B (the "2006B Bonds"), bearing a date of original issue of November 1, 2006; (2) to prepay on February 1, 2017 the 2018 to 2023 maturities, aggregating \$9,645,000 in principal amount, of the Issuer's General Obligation Refunding Bonds, Series 2006C (the "2006C Bonds"), bearing a date of original issue of November 1, 2006; and (3) to prepay on February 1, 2017 the 2018 to 2027 maturities, aggregating \$2,540,000 in principal amount, of the Issuer's General Obligation Alternative Facility Bonds (the "2007A Bonds"), bearing a date of original issue of March 1, 2007 (together, the "Refunded Bonds"). The 2006B Bonds were originally issued to provide funds for the crossover refunding of the District's General Obligation School Building Bonds, Series 1994A, bearing a date of original issue of December 1, 1994. The 2006C Bonds were originally issued to provide funds for the crossover refunding of the District's General Obligation School Building Bonds, Series 1999A, bearing a date of original issue of December 1, 1999, the District's General Obligation School Building Bonds, Series 2000B, bearing a date of original issue of September 1, 2000, the District's General Obligation School Building Bonds, Series 2001A, bearing a date of original issue of April 1, 2001, and the District's General Obligation School Building Bonds, Series 2002A, bearing a date of original issue of March 1, 2002. The 2007A Bonds were originally issued to fund the acquisition and betterment of projects included in the District's ten-year plan approved by the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.59, subdivision 3.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Minnesota School District Credit Enhancement Program. The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

Denominations; Exchange; Resolution. The Bonds are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Holder in person or by the Holder's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with the Bond Registrar. Thereupon the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an authorized denomination, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity, and bearing interest at the same rate.

Fees Upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owner. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided and for all other purposes whatsoever, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

Not Qualified Tax-Exempt Obligations. The Bonds of this issue have not been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations.

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)

Under Uniform Transfers to Minors Act

(State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

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

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

Dated _____

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

Signature Guaranteed:

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

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

Name and Address:

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

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

[Empty rectangular box for Social Security or Tax Identification Number]

EXHIBIT C

The Depository Trust Company

BLANKET ISSUER LETTER OF REPRESENTATIONS

C-1

EXHIBIT D
LEVY COMPUTATION SHEET

<u>Levy Year</u>	<u>Collection Year</u>	<u>Amount</u>
2016	2017	\$
2017	2018	
2018	2019	
2019	2020	
2020	2021	
2021	2022	
2022	2023	
2023	2024	
2024	2025	
2025	2026	

EXHIBIT E1

NOTICE OF CALL FOR REDEMPTION
\$26,725,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2006B
DATED: NOVEMBER 1, 2006

INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)
RAMSEY AND WASHINGTON COUNTIES

NOTICE IS HEREBY GIVEN that, by order of the School Board of Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), Ramsey and Washington Counties, Minnesota, there have been called for redemption and prepayment on February 1, 2017, those outstanding bonds of the School District designated as General Obligation Refunding Bonds, Series 2006B, dated November 1, 2006, as the date of original issue, totaling \$26,725,000 in principal amount, and having the following stated semiannual maturity dates and CUSIP numbers:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>CUSIP Number*</u>
August 1, 2017	\$1,575,000	662140 3G5
August 1, 2018	\$3,200,000	662140 3H3
August 1, 2019	\$3,300,000	662140 3J9
August 1, 2020	\$3,425,000	662140 3K6
August 1, 2021	\$3,500,000	662140 3L4
August 1, 2022	\$3,450,000	662140 3M2
August 1, 2023	\$1,700,000	662140 3N0
August 1, 2023	\$1,650,000	662140 3P5
August 1, 2024	\$3,300,000	662140 3Q3
August 1, 2025	\$1,625,000	662140 3R1

The Bonds are being called at a price of par plus accrued interest to February 1, 2017, on which date all interest on said bonds will cease to accrue.

Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment to Northland Trust Services, Inc., on or before February 1, 2017, by submitting said bonds along with a completed W-9 form to the following addresses:

**BY MAIL, IN PERSON,
COURIER SERVICE OR
OVERNIGHT MAIL:**

Northland Trust Services, Inc.
45 South 7th Street, Suite 2000
Minneapolis, MN 55402

E-1

If the Holder requests payment of principal and/or interest via wire transfer, please be advised there is a wire transfer fee which will be deducted from the payment.

Dated: October 25, 2016

BY ORDER OF THE SCHOOL BOARD

/s/

School District Clerk
Independent School District No. 622
(North St. Paul-Maplewood-Oakdale)
North St. Paul, Minnesota

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

*The paying agent shall not be responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as indicated in the Notice of Call for Redemption. It is included solely for the convenience of the holders.

Additional information may be obtained from: Ehlers & Associates, Inc., 3060 Centre Pointe Drive, Roseville, MN 55113-1122, (651) 291-0008.

EXHIBIT E2

NOTICE OF CALL FOR REDEMPTION
\$9,645,000
GENERAL OBLIGATION REFUNDING BONDS, SERIES 2006C
DATED: NOVEMBER 1, 2006

INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)
RAMSEY AND WASHINGTON COUNTIES

NOTICE IS HEREBY GIVEN that, by order of the School Board of Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), Ramsey and Washington Counties, Minnesota, there have been called for redemption and prepayment on February 1, 2017, those outstanding bonds of the School District designated as General Obligation Refunding Bonds, Series 2006C, dated November 1, 2006, as the date of original issue, totaling \$9,645,000 in principal amount, and having the following stated semiannual maturity dates and CUSIP numbers:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>CUSIP Number*</u>
February 1, 2018	\$2,015,000	662140 4A7
February 1, 2019	\$2,165,000	662140 4B5
February 1, 2020	\$2,190,000	662140 4C3
February 1, 2021	\$1,560,000	662140 4D1
February 1, 2023	\$1,715,000	662140 4E9

The Bonds are being called at a price of par plus accrued interest to February 1, 2017, on which date all interest on said bonds will cease to accrue.

Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment to Northland Trust Services, Inc., on or before February 1, 2017, by submitting said bonds along with a completed W-9 form to the following addresses:

**BY MAIL, IN PERSON,
COURIER SERVICE OR
OVERNIGHT MAIL:**

Northland Trust Services, Inc.
45 South 7th Street, Suite 2000
Minneapolis, MN 55402

If the Holder requests payment of principal and/or interest via wire transfer, please be advised there is a wire transfer fee which will be deducted from the payment.

Dated: October 25, 2016

BY ORDER OF THE SCHOOL BOARD

/s/

School District Clerk
Independent School District No. 622
(North St. Paul-Maplewood-Oakdale)
North St. Paul, Minnesota

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

*The paying agent shall not be responsible for the selection or use of the CUSIP number, nor is any representation made as to its correctness as indicated in the Notice of Call for Redemption. It is included solely for the convenience of the holders.

Additional information may be obtained from: Ehlers & Associates, Inc., 3060 Centre Pointe Drive, Roseville, MN 55113-1122, (651) 291-0008.

EXHIBIT E3

NOTICE OF CALL FOR REDEMPTION
\$2,540,000
GENERAL OBLIGATION ALTERNATIVE FACILITY BONDS, SERIES 2007A
DATED: MARCH 1, 2007

INDEPENDENT SCHOOL DISTRICT NO. 622
(NORTH ST. PAUL-MAPLEWOOD-OAKDALE)
RAMSEY AND WASHINGTON COUNTIES

NOTICE IS HEREBY GIVEN that, by order of the School Board of Independent School District No. 622 (North St. Paul-Maplewood-Oakdale), Ramsey and Washington Counties, Minnesota, there have been called for redemption and prepayment on February 1, 2017, those outstanding bonds of the School District designated as General Obligation Alternative Facility Bonds, Series 2007A, dated March 1, 2007, as the date of original issue, totaling \$2,540,000 in principal amount, and having the following stated semiannual maturity dates and CUSIP numbers:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>CUSIP Number*</u>
February 1, 2018	\$205,000	662140 4R0
February 1, 2019	\$215,000	662140 4S8
February 1, 2020	\$225,000	662140 4T6
February 1, 2021	\$235,000	662140 4U3
February 1, 2022	\$245,000	662140 4V1
February 1, 2023	\$260,000	662140 4W9
February 1, 2025	\$550,000	662140 4Y5
February 1, 2027	\$605,000	662140 5A6

The Bonds are being called at a price of par plus accrued interest to February 1, 2017, on which date all interest on said bonds will cease to accrue.

Holders of the Bonds hereby called for redemption are requested to present their Bonds for payment to Northland Trust Services, Inc., on or before February 1, 2017, by submitting said bonds along with a completed W-9 form to the following addresses:

**BY MAIL, IN PERSON,
COURIER SERVICE OR
OVERNIGHT MAIL:**

Northland Trust Services, Inc.
45 South 7th Street, Suite 2000
Minneapolis, MN 55402

If the Holder requests payment of principal and/or interest via wire transfer, please be advised there is a wire transfer fee which will be deducted from the payment.

Dated: October 25, 2016

BY ORDER OF THE SCHOOL BOARD

/s/ _____
School District Clerk
Independent School District No. 622
(North St. Paul-Maplewood-Oakdale)
North St. Paul, Minnesota

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time of the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

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Additional information may be obtained from: Ehlers & Associates, Inc., 3060 Centre Pointe Drive, Roseville, MN 55113-1122, (651) 291-0008.

VIII. B. 1. 2016-2017 ADDITIONAL STUDENT SERVICES FTE APPROVAL

Student Services is requesting an additional 8.78 iFTE.

Increased numbers in center based programs, high needs students and in Early Childhood Special Education.

The current staffing is not meeting needs. State rules recommend student to teacher ratios and this will align us to meet those needs. Additional iFTE would bring us in line with state rule.

	Board Approved <u>2016-17</u>	NEW <u>2016-17</u>	<u>Difference</u>
SPECIAL SERVICES	321.17		
Additional Approval April 2016	<u>3.0</u>		
	324.17		
Increase			8.78
		332.95	

Therefore, the Director of Student Services recommends the following resolution:

BE IT RESOLVED by the School Board of Independent School District No. 622 that the Student Services 2016-17 increases to 332.95 iFTE be approved.

MOTION:

SECOND:

October 2016 Staffing Adjustment Proposal

The Student Services Department continues to work hard to find delivery efficiencies to maximize resources and cost effective ways to right size our case loads. In doing do, our budgeting continues to be meticulously planned as we staffed our programs extremely tight. We have closely monitored student enrollment and staffing at a micro level. With increased numbers in our centerbased programs, high student needs and continued growth in our early childhood programs, we are in need of additional staffing to ensure we are in alignment with state rules outlining caseload numbers as well as providing appropriate supports to our students. We continue to strive to be highly transparent with any small adjustments needed as our enrollment shifts. As in past months, we are working to respond quickly to enrollment changes within our system.

Identified below are the current recommendations for FTE adjustments within our district.

Program	Current Needs	Current Staff FTE	Additional FTE Needed as of 10.17.16
Early Childhood Special Education	State Mandated Ratios must be followed. Current enrollment as of 10-14-16 at 292 with 98 students currently in evaluation B-5 (historically 90% of these will qualify for an IEP).	44.80	+2
Special Education Staffing; K-12	State Mandated Ratios and IEP identified services must be followed. Due to increased numbers in our centerbased programs, in addition to high student needs, we need to add staffing at several buildings.	207.60	+6.78

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JOINT POWERS AGREEMENT

THIS AGREEMENT, is made and entered into by and between Independent School District No. 11, Anoka-Hennepin School District; Independent School District No. 12, Centennial Public Schools; Independent School District No. 13, Columbia Heights Public Schools; Independent School District No. 831, Forest Lake Area Schools; Independent School District No. 14, Fridley Public Schools; Independent School District No. 832, Mahtomedi Public Schools; Independent School District No. 621, Mounds View Public Schools; Independent School District No. 622, North St. Paul-Maplewood-Oakdale School District; Independent School District No. 623, Roseville Area Schools; Independent School District No. 282, St. Anthony-New Brighton School District; Independent School District No. 16, Spring Lake Park Schools; and Independent School District No. 624, White Bear Lake Area Schools.

WHEREAS, the school districts named above have a mutual desire to continue to provide gifted and talented enrichment opportunities through the North Suburban Summer Academy Program (“Summer Academy”); and

WHEREAS, the parties to this Agreement desire to make available to each participating school district the administrative and financial benefits of cooperative educational enrichment summer programming for students served by their respective school districts; and

WHEREAS, the parties to this Agreement desire to enter into a Joint Powers Agreement to facilitate the provision of educational enrichment summer programming through Summer Academy, as described below, pursuant to Minn. Stat. § 471.59, as

amended, which authorizes political subdivisions to enter into an agreement to exercise jointly the governmental powers and functions each has individually;

THEREFORE, it is hereby agreed, by and between the parties hereto as follows:

I. PURPOSE

- A. The North Suburban Summer Academy for high potential students is established as a cooperative, summer educational program for high potential students from participating school districts.
- B. The general purpose shall be accomplished by the Summer Academy Board, which shall administer the Academy program on behalf of the participating districts. The management and control of the North Suburban Summer Academy for High Potential Students shall be vested in the Summer Academy Board of Directors.

II. ORGANIZATION OF THE SUMMER ACADEMY BOARD

- A. Summer Academy shall be governed by a Board of Directors composed of the Superintendent or designee of each participating school district. In addition, the host district, the school district serving as fiscal agent, and a participating school district employing Summer Academy's Executive Director, if any, shall each have an additional voting administrative representative on the Summer Academy Board of Directors. The Academy's Executive Director shall be an ex-officio member of the Board of Directors.
- B. The Officers of the Summer Academy Board shall be a Chair, Vice-Chair, and recording Secretary who shall be representatives of the participating districts.
- C. The Summer Academy Board officers shall be determined by the members of the Summer Academy Board at its first fall meeting of each school year. A term of an officer is for one year and such term shall expire at the meeting at which the new officers are determined. Officers may serve consecutive terms.
- D. The Summer Academy Board shall meet at least quarterly and at such other times as is deemed necessary. Meetings of the Board shall be called by the Chair or by any two Board Members. At least a five-day notice shall be given for any such meeting. Representatives from the majority of the Districts shall constitute a quorum for the transaction of business. A simple majority vote of those Board Members present is required for all matters, with the exception of

budget adoption and approval of the Executive Director's contract, which shall require a vote by 2/3 of the Board Members.

- E. Representation on the Summer Academy Board is essential to the operation of the Academy. Participating districts are strongly encouraged to make sure they are represented at each meeting.
- F. The Board of Directors shall retain an Executive Director as an independent contractor who shall attend to the daily operations of Summer Academy.
- G. Summer Academy shall have an Executive Committee composed of the following: the Officers of the Summer Academy Board of Directors, the Summer Academy Executive Director, an administrative representative from the school district serving as the fiscal agent of Summer Academy and one at-large administrative representative from a participating school district, designated by the Board of Directors of Summer Academy.
- H. The Executive Committee shall govern the business of the Academy in the absence of the Academy Board. The Board of Directors shall review all action by the Executive Committee and shall be vested with the authority to repeal and/or overrule Executive Committee action.
- I. Superintendents shall receive a copy of the current Summer Academy brochure and an annual written summary of the recently concluded Summer Academy. Included with the summary will be an acknowledgement of each district's intent to participate in Summer Academy for the next year.

III. POWERS AND RESPONSIBILITIES OF THE SUMMER ACADEMY BOARD

- A. The Summer Academy Board is empowered to act in the interest of the participating districts.
- B. The Summer Academy Board may:
 - 1. Take and hold by purchase, lease, grant or assignment, property for its use within the scope of this Agreement, to provide and to dispose of the same when the need for it is ended.
 - 2. Apply for and receive federal, state, local, private or other funds for which it is eligible.
 - 3. Enter into contracts and disburse funds, as it deems appropriate, for the purpose of the Academy programs and in accord with the adopted budget.

4. Retain professional, support staff, and consultants as and when the need arises, but only to the extent that funds have been made available to it for that purpose.
5. Organize and establish educational programs and services.
6. Approve by majority vote the participation of and addition to the Summer Academy Board of Directors additional school districts after the execution of this Agreement.

C. The Summer Academy Board shall:

1. Approve job descriptions, qualifications and compensation for consultants and independent contractors retained by the Board.
2. Contract with the Executive Director who shall be responsible to the Summer Academy Board for the administration of Academy programs.
3. Obtain criminal background checks on all consultants and independent contractors retained by the Board.
4. Establish and adopt policy and guidelines for the operation of the Summer Academy program.
5. Review and approve the Summer Academy annual budget submitted by the Executive Director on or before April 1 each year.
6. Review and approve the Summer Academy financial statements following the conclusion of each Summer Academy program year on or before October 1 each year.

D. The Summer Academy Board shall do what is reasonably necessary to achieve the purpose of this agreement to the extent that such action is within the intent and purpose of this agreement and complies with all state and federal statutory provisions which are applicable to the participating districts.

E. With the exception of those costs that can be addressed through in-kind contributions, student fees shall cover all actual costs.

IV. OBLIGATIONS AND RESPONSIBILITIES OF PARTICIPATING DISTRICTS

- A. Appoint one representative (Superintendent or designee) and provide release time as necessary to serve as a delegate on the Academy Board.
- B. Conduct recruitment of qualified students.
- C. Assist with consultant recruitment. This includes but is not limited to:
 - 1. Summer Academy Board members participating on interview teams to approve course offerings and consultant selections.
 - 2. Posting of consultant or independent contractor staffing needs within member districts.
- D. Shared use of equipment for summer programs.

V. POWERS AND RESPONSIBILITIES OF THE HOST DISTRICT

- A. The Host District shall be Independent School District No. 13, Columbia Heights Schools, until the Summer Academy Board of Directors decides otherwise.
- B. The Host District shall provide facilities and services for the Summer Academy Program. Two and one-half percent (2 ½ %) of the Summer Academy's net tuition shall be paid to the Host District each year.

VI. PROGRAMS AND SERVICES

- A. Summer opportunities for high potential students shall be shared by participating districts. These will be coordinated with district programs to enhance opportunities without conflicting with district programs through duplication of efforts.
- B. Joint research, evaluation and planning related to programs for high potential students shall be carried out when agreed to by the Summer Academy Board.
- C. Summer program attendance for students from non-participating districts shall be permitted on a space available basis, after a specified date, and may be at an alternative fee as determined by the Summer Academy Board.

VII. FINANCING THE NORTH SUBURBAN SUMMER ACADEMY FOR HIGH POTENTIAL STUDENTS

The Summer Academy Board shall be empowered to finance the education programs implemented pursuant to the Agreement as follows:

- A. By payments in the form of student fees to attend the Summer Academy, the amount to be determined by the Summer Academy Board.
- B. By maintaining records, disbursing funds and accepting receipts in accordance with the budget as recommended by the Summer Academy Board.
- C. By recommending that the reserve fund balance be set at 5% of the most recent year's net tuition, to be reviewed annually.
- D. The fiscal year for the North Suburban Summer Academy shall be from July 1 through June 30.

VIII. POWERS AND RESPONSIBILITIES OF THE FISCAL AGENT

- A. The Summer Academy Board shall contract with a fiscal agent. The fiscal agent shall be Independent School District No. 13, Columbia Heights Schools, until the Summer Academy Board decides otherwise.
- B. The fiscal agent shall pay bills, issue payroll checks, and receive monies for the Summer Academy, as well as provide financial statements of revenues and expenditures.
- C. The fiscal agent shall receive 2.5% of the net tuition each year as payment for services rendered.
- D. The Summer Academy Executive Director and /or Summer Academy Board shall approve disbursement of funds.
- E. The fiscal agent shall provide any interest money derived from Summer Academy to the Summer Academy Board.
- F. The duties and obligations of the fiscal agent are further set forth on Exhibit A, attached hereto and made a part hereof.

IX. TERM OF AGREEMENT AND DISPOSITION OF PROPERTY UPON EXPIRATION OF THE JOINT POWERS AGREEMENT

This Joint Powers Agreement shall be effective from July 1, 2016 through June 30, 2019. The Agreement may be renewed for successive three-year terms by a 2/3 majority vote of the members of the Summer Academy Board of Directors, subject to the approval of the School Board of each participating School District.

Upon expiration of the Agreement, any property acquired on behalf of Summer Academy as a result of the Joint Powers Agreement shall be sold and the proceeds divided equally amongst the participating school districts.

X. AGREEMENT ADMINISTRATION AND IMPLEMENTATION

The Superintendent of ISD No. 13 and the Summer Academy Executive Director shall be directly involved in providing the facility or services for the Summer Academy program.

XI. NOTICES

Any notices to or communication regarding Summer Academy for purposes of this Agreement shall be sent to:

Kathy Kelly, Superintendent
Columbia Heights Public Schools
1440 49th Avenue NE
Columbia Heights, MN 55421

Summer Academy Executive Director:

XII. COUNTERPARTS; FACSIMILE COPIES

This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. The parties to this Agreement acknowledge and agree to accept and be bound by facsimile transmitted copies of this Agreement and its counterparts.

IN WITNESS WHEREOF, ISD No.11, ISD No. 12, ISD No.13, ISD No. 831, ISD No. 14, ISD No. 832, ISD No. 621, ISD No. 622, ISD No. 623, ISD No. 282, ISD No. 16, and ISD No. 624 have executed this Agreement by the signatures below and have approved this Agreement by their respective school boards, on the dates written below.

Independent School District No. 11

Date: _____

Independent School District No. 12

Date: _____

Independent School District No. 13

Date: _____

Independent School District No. 831

Date: _____

Independent School District No. 14

Date: _____

Independent School District No. 832

Date: _____

Independent School District No. 621

Date: _____

Independent School District No. 622

Date: _____

Independent School District No. 623

Date: _____

Independent School District No. 282

Date: _____

Independent School District No. 16

Date: _____

Independent School District No. 624

Date: _____

EXHIBIT A

FISCAL AGENCY AGREEMENT BETWEEN ISD NO. 13 AND NORTH SUBURBAN SUMMER ACADEMY FOR HIGH POTENTIAL STUDENTS

THIS AGREEMENT, is made and entered into by and between the North Suburban Summer Academy for High Potential Students, hereinafter known as the “Academy”, and Independent School District No. 13, Columbia Heights Minnesota, hereinafter known as the “District”.

WHEREAS, the Academy provides summer educational programs for high potential students in accordance with the Joint Powers Agreement by and between the fourteen participating school districts, for the term July 1, 2016 through June 30, 2019; and

WHEREAS, the Academy obtains its funding through tuition, grants and other resources available to it; and

WHEREAS, the District’s sole obligation shall be to act as fiscal agent as set forth in this agreement; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, it is agreed as follows:

1. The District shall serve as the fiscal agent to the Academy. Services shall include the reporting of the financial condition of the Academy in accordance with UFARS and standard financial practices. All funds and accounts of the Academy shall be maintained separate and apart from district funds and accounts.
2. The District shall include the Academy as part of its annual fiscal report, and that report shall be subject to regular District and State audits as required by law.
3. As payment for services provided by the District as fiscal agent, including but not limited to, custodial services provided during regular custodial shift hours, the Academy shall pay the District 2.5% of net tuition revenues received by the Academy for the operation of its programs. Such payments shall be made to the District on an annual basis and shall be received on or before the end of each contract year.
4. The Academy shall have access to District copy and duplication equipment for office and administrative purposes only. Said use shall be

subject to mutual agreement by the Academy and the District, and shall be in accordance with duplication procedures in place within the District. The Academy shall provide at its expense all supplies needed for its use of district duplication equipment.

5. The Academy is organized as an independent, self-sustaining educational program through its Joint Powers Agreement, and is not a part of the legal structure of the District. The Academy is governed by its own Board of Directors, which is comprised of participating school districts. The Academy Board of Directors shall enter into whatever contracts it deems necessary to facilitate its purposes and programs.
6. To the extent that any profit or loss is sustained by the Academy, such profit or loss is attributed only to the Academy and its Board of Directors, and not to the District. The Academy Board of Directors shall designate the individual who shall have authority to approve and submit expenditures to the District for payment and shall provide to the District minutes of the Academy Board of Directors meeting(s) at which the Board designated such individual who shall have authority to approve and submit expenditures to the District. The Academy Board of Directors or its designee shall also provide the District with copies of all contracts or agreements, which are submitted to the District for payment, and all such contracts must be signed by the Chairperson or designee of the Summer Academy Board of Directors. As the fiscal agent for the Academy, the District shall not have authority to approve or disapprove expenditures, but shall only function as the conduit of monies received and expenditures made by the Academy, which have been approved by the Summer Academy Board of Directors in accordance with the Joint Powers Agreement.
7. The Academy may use the District's taxpayer identification number to purchase supplies and services necessary for the operation of the Academy.
8. The District shall issue a P-card for the Academy's use, permitting funds to be withdrawn directly from or deposited directly to the Academy's accounts payable and accounts receivable.
9. The District shall bill the Academy for all fiscal agency services provided by the District for the benefit of the Academy including, but not limited to, the District's systems operations employee if contracted as a consultant to the Academy and any overtime for custodial services performed after regular custodial shift hours.
10. The Academy shall acquire and keep in full force and effect liability insurance coverage as is necessary to adequately insure against any and all

potential losses resulting directly or indirectly from the operation of the Academy, and shall provide proof of such insurance to the District on an annual basis. The District shall be named as an additional insured on such insurance policy.

11. The Academy shall assume full liability for its activities and programs and shall indemnify and hold harmless the District, its officers, agents, and employees from any suits, claims, or liability arising under this Agreement or arising from the operation of the Academy.
12. The Academy shall determine what programs are offered each year, and shall determine all staffing needs each year, without the consultation or approval of the District.
13. All payments made in the operation of the Academy, shall be made from funds generated by the Academy and it is understood that under no circumstances is the District undertaking or obligated to provide its funds for the operation of the Academy.
14. No employee, independent contractor or agent of the Academy shall be considered an employee of the District for any purpose, including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation; teachers' or public employees' retirement; social security; liability; insurance; keeping of personnel records; termination or discharge of employment; individual contracts; and continuing contract rights.
15. The District shall have no authority under any circumstances to hire or retain, discipline, supervise, evaluate, provide work direction, set hours of work or operation of the Academy, or discharge any employee, independent contractor, or agent of the Academy.
16. This agreement may be amended only in writing executed by both parties.
17. This agreement shall be governed by the laws of the State of Minnesota.
18. This agreement shall be in full force and effect for the period from July 1, 2016 through June 30, 2019, and may be extended by mutual agreement for successive three-year terms. Either party wishing to terminate this agreement must give a 90-day notice prior to the expiration date.

VIII. C. 2. EQUALIZATION RESOLUTION

Schools districts that have a low property tax base are at a distinct disadvantage when it comes to the ability to pass voter-approved operating or debt service referendums. In addition, the tax impact related to the Local Optional Revenue Program varies significantly from one school district to another. Increasing equalization levels for these programs will reduce property tax disparities and should lead to greater education funding equity.

Most Minnesota taxpayers likely assume that homeowners who live in comparably valued homes, generate a similar level of funding for their schools for a similar level of property taxes paid. In fact, that is not the case under the current school finance and property tax system in Minnesota. The level of revenue generated for the same level of property tax levied varies dramatically from one school district to another. School districts with low levels of commercial/industrial property are at a distinct disadvantage under the current fiscal system.

Minnesota's education funding system is based on a state and local partnership to provide the resources and opportunities our students need throughout their preK-grade 12 experience in order to graduate from high school ready for college or career.

- Local property taxes provide about 20% of the revenue for Minnesota school districts - a level that has been fairly constant for several years.
- The State share of education revenue has risen from 62% in 2010 to 68% in the current year but that has been largely offset by a lower level of federal funding which temporarily increased during the national recession.

Source: Minnesota Department of Education, School Finance Update 2015.

Revenue from the operating referendum and the local optional levy provide resources for basic, essential services and programs for students. Revenue from voter approved capital bond referendums allow school districts to build and maintain safe and secure facilities for students, staff and the public.

BE IT RESOLVED by the School Board of Independent School District No. 622 that it supports MSBA's work to urge the Legislature to:

- Increase the equalization factor for the operating referendum and debt service levies and also for the school board approved local optional levy to address inequities among property taxpayers from one school district to another.
- Tie equalization factors to inflation so they maintain their value over time.
- Include the enhanced equalization in the omnibus tax bill. This will provide property

tax relief for many taxpayers and help level the playing field for school districts. The omnibus education bill should focus on general education funding, special education funding and other programs that directly benefit our students while the tax bill should address property tax disparities.

MOTION:

SECOND: