

**John Bergs**  
Activities Director  
**Margot Hansen**  
Director of Teaching & Learning  
**Jeff Heine**  
Buildings & Grounds Director



**Chuck Keller**  
Business Director  
**Angie Kahle**  
Student Support Services Director  
**Dorothy Koller**  
Community Education Director

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## REGULAR BOARD MEETING

District Office, 130 South Willow Street, Belle Plaine, MN 56011  
6:00 PM Monday, April 25, 2016

*Our mission is to pursue excellence in academics, programming, and the social and emotional development of our students. Fostering a culture of kindness, inclusion, and pride in ourselves, our school, and our community.*

### 1. Call to Order:

### 2. Acknowledgment of Visitors and Special Presentations:

#### 1. Robotics Demonstration:

Jeff Heine

### 3. Other Items as Brought Before the Board & Consideration of Agenda:

### 4. Consensus Items:

Chair Gardner

#### 1. Previous Board Meeting Minutes:

3

#### 2. Approve Monthly Expenditures:

8

#### 3. Personnel:

#### 4. Student Enrollments:

#### 5. Donations:

24

### 5. Discussion Items:

#### 1. Superintendent Update:

Dr. Laager

#### 1. Solar Program Review:

Dr. Ryan Laager/Mr. Kelle25

#### 2. Weight Room Update:

Dr. Ryan Laager

#### 3. Website Update:

Dr. Ryan Laager

**2. Board Member Reports:**

Board Members

**3. Building Administrator Reports:**

**38**

**6. Action Items:**

**1. Accept Tennis Court Resurfacing Proposal:**

Mr. Keller

**2. Change May Regular Board Meeting Date:**

Dr. Ryan Laager

**3. Approve Resolution Awarding Sale of Alt. Facilities Bond Refunding:**

Mr. Keller

**44**

**4. Joint Powers Amendment:**

Dr. Ryan Laager/Mr. Keller**73**

**5. Review of Current Policies:**

Dr. Ryan Laager/Mr. Keller**75**

**7. Upcoming Meetings:**

**8. Adjourn:**

\_\_\_\_\_  
Board Clerk

\_\_\_\_\_  
Date

# **Preliminary Minutes of Regular Board Meeting**

## **MINUTES WILL NOT BE APPROVED UNTIL THE NEXT BOARD MEETING**

### **The Board of Belle Plaine Public Schools**

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A Regular Board Meeting of the Board of Trustees of Belle Plaine Public Schools was held Monday, March 28, 2016, beginning at 6:00 PM in the District Center - Board Room.

1. Call to Order:

*The regular monthly meeting of the Belle Plaine School Board was called to order by Chairperson Gardner on Monday, March 28, 2016 at 6:00 pm at the District Center Board Room with the following members present: Vandermark, Giesen, Gardner, O'Brien, Kahle and Supt. Laager and the following members absent: Skelley.*

2. Acknowledgment of Visitors and Special Presentations:

Chairperson Gardner will ask if visitors wish to be placed on the Agenda.

3. Other Items as Brought Before the Board & Consideration of Agenda:

Chairperson Gardner will ask if there are any items that need to be brought before the board and for consideration of the Agenda.

*Ellen VanRavenswaay, Emily Berger and Isaiah Trimbo addressed the board.*

*Motion by Vandermark and Second by Giesen to approve the agenda as presented.*

*Motion carried unanimously.*

4. Consensus Items:

If any board member has concerns about the adoption of the following consensus items, please acknowledge the Chairperson prior to the final vote. If there are no concerns, these items will be voted on as a group.

*Motion by Giesen and second by Vandermark to approve all of the following consensus items. Motion carried unanimously.*

4. 1. Previous Board Meeting Minutes:

Enclosed are the February 22, 2016 Regular Board Meeting minutes for your review and adoption.

4. 2. Approve Monthly Expenditures:

At the board finance meeting, expenditures for the month of March were reviewed. Administration recommends approval of the March 2016 disbursements totaling \$2,036,476.38. This includes board payables of \$163,577.15, hand payments of \$395,561.11, electronic payments of \$1,457,753.14 and student activity payments of \$19,584.98.

4. 3. Personnel:

Approve the hire of Gary Busse as a long term substitute for Bethany Otto, High School Teacher, effective March 11, 2016 through June 10, 2016.

Approve the hire of Sadie Read as a long term substitute for Kelly Petrasek, Chatfield ECSE Teacher, effective March 30, 2016 through May 26, 2016.

Approve an Employee Leave Request for Martha Hartmann effective August 2016 through June 2017 (2016-17 school year).

Accept the resignation of Pandy Anderson, Community Education Office Assistant, effective June 30, 2016.

Accept the resignation of Helen Lehtinen, Paraprofessional, effective June 9, 2016.

Accept the resignation of Lyle Noah, High School Teacher and Coach, effective June 10, 2016.

Accept the resignation of Natalie Nelson as the High School Student Council Advisor effective June 10, 2016.

Accept the resignation of Cassie Koch as Head Volleyball Coach effective March 14, 2016.

4. 4. Student Enrollments:

Approve a Belle Plaine resident, grade 9, to attend Shakopee Schools effective August 22, 2016.

Approve a Belle Plaine resident, grade 8, to attend Jordan Schools effective November 2, 2015.

Approve three Belle Plaine residents, grades 7, 2 and K, to attend Jordan Schools beginning in the fall of 2016.

Approve two LeSueur-Henderson residents, both grade 2, to attend Belle Plaine Schools beginning in the fall of 2016.

4. 5. Donations:

Donations totaling \$4,706.12 were given to the Belle Plaine School District over the past several months. See the attached resolution for a full listing of the donations. Thank you to all who made these wonderful donations!

Date	Donor	Donation/Gift	Amount
02.15.2016	N Williamson – Wells Fargo	Chatfield Elementary	70.00
02.17.2016	Target – Take Charge of Education	Oak Crest Elementary	637.17
02.17.2016	Target – Take Charge of Education	Chatfield Elementary	1839.95
02.25.2016	Belle Plaine PTO	Chatfield Elementary – Kindergarten Books	1000.00
		Chatfield Elementary – Grade 2 – Fund Request	1084.00
		Chatfield Elementary – Kindergarten Request	75.00

5. Discussion Items:

5. 1. Board Member Reports:

Board members will have an opportunity to share information about meetings they have attended over the past month.

Presenter: Board Members

*Self-Insure Program*

- *5% increase per year*
- *1.5% increase in plan*
- *Health and Wellness to implement educational opportunities*
- *HC training for staff at workshops on how to utilize and max out the program*

*Community Ed Advisory*

- *Residents attended looking for additional green space for a soccer program*
- *Updated facilities use meeting*

*SW Metro Meeting*

- *Pride Program*
- *Video calls for a student to connect with peers in their own learning ability*
- *Board meeting will be held to allow districts to vote on including a new district (Buffalo) in the cooperative*

*Curriculum*

- *Gifted and Talented – Visited multiple schools to observe their programs*
- *Learn from teachers who are currently using Balanced Literacy and Blended Learning to grow our programs*
- *Kids will be able to get math credit recovery from an online program both during and outside of the school day*

5. 2. Building Administrator Reports:

5. 2. 1. Superintendent Update:

Superintendent Laager will provide updates on current school activities,  
Presenter: Dr. Laager

5. 2. 1. 1. Reductions for 2016-17:

Realignment plan will be discussed for 2016-17.  
Presenter: Dr. Ryan Laager

6. Action Items:

6. 1. Resolution Discontinuing and Reducing Educational Programs and Positions:

After discussion of the realignment plan, a resolution will need to be voted on approving the reductions.

Presenter: Dr. Ryan Laager

*Motion by Giesen and second by O'Brien to approve the Resolution Discontinuing and Reducing Educational Programs and Positions. Motion carried unanimously with a 5-0 roll call vote at 6:55 pm.*

6. 2. Resolutions Relating to the Termination and Nonrenewal of Teaching Contracts:

The attached resolutions are for the nonrenewal of teaching contracts due to insufficient financial resources. Approval is recommended.

Presenter: Dr. Ryan Laager

*Motion by Giesen and second by Kahle to approve the resolution to terminate the teaching contract of Rebecca Williams. Motion carried unanimously with a 5-0 roll call vote at 6:56 pm.*

*Motion by Kahle and second by O'Brien to approve the resolution to terminate the teaching contract of Kale Seifert. Motion carried unanimously with a 5-0 roll call vote at 6:58 pm.*

*Motion by Giesen and second by O'Brien to approve the resolution to terminate the teaching contract of Andrea Radcliff. Motion carried unanimously with a 5-0 roll call vote at 6:59 pm.*

*Motion by O'Brien and second by Giesen to approve the resolution to terminate the teaching contract of Danielle Tesmer. Motion carried unanimously with a 5-0 roll call vote at 7:00 pm.*

*Motion by Vandermark and second by Kahle to approve the resolution to terminate the contract of Chad Eischens. Motion carried unanimously with a 5-0 roll call vote at 7:01 pm.*

6. 3. Reduction of Non-Licensed Personnel:

Reduction of non-licensed personnel due to insufficient financial resources. Approval is recommended.

Presenter: Dr. Ryan Laager

*Motion by Giesen and second by Kahle to approve the reduction of four non-licensed personnel positions. Motion carried unanimously at 7:03 pm.*

6. 4. Community Education Fees:

At our March 14th work session we reviewed a proposal from Chad Eischens on increasing program fees in Community Education. Approval is recommended.

Presenter: Dr. Ryan Laager

*Motion by Giesen and second by Vandermark to approve the increase in Community Education program fees and the restructure of Kids Company's fees. Motion carried unanimously at 7:04 pm.*

6. 5. Review ELL Program:

At our March 14th work session we reviewed the English Language Learners (ELL) program handbook and intake forms. Approval of the handbook and forms is recommended.

Presenter: Dr. Ryan Laager

*Motion by Giesen and second by O'Brien to approve the ELL Program handbook and intake forms. Motion carried unanimously at 7:07 pm.*

6. 6. 2016-17 Calendar:

A revised 2016-17 school calendar was reviewed at the March 14th work session. Approval of the 2016-17 calendar is recommended.

Presenter: Dr. Ryan Laager

*Motion by O'Brien and second by Kahle to approve the revised 2016-17 School Calendar with the correction of no school on January 2, 2017. Motion carried unanimously at 7:08 pm.*

6. 7. Set-Sale Bond Resolution:

Attached is a bond resolution authorizing issuance and sale of \$3,110,000 GO Bonds. This is the refunding of the series 2009A we discussed at the work session on March 14th. Approval of the resolution is recommended.

Presenter: Dr. Ryan Laager

*Motion by Vandermark and second by Giesen to approve the bond resolution authorizing the issuance and sale of \$3,110,000 GO Bonds. Motion carried unanimously with a 5-0 roll call vote at 7:09 pm.*

6. 8. Integration Grant:

Attached is a copy of the Integration grant budget for 2016-17. Approval of the grant is recommended.

Presenter: Dr. Ryan Laager/Mr. Keller

*Motion by Vandermark and second by Kahle to approve the Integration Grant budget for 2016-17. Motion carried unanimously at 7:11 pm.*

6. 9. Review of Current Policies:

At our work session Policies 406, 410, 419 and 501 were reviewed. Copies of our current policy along with the redline version showing the MSBA recommendations for changes are attached. The four policies are up for approval as revised. If board members have any questions regarding the policies, please let me know.

Presenter: Dr. Ryan Laager

*Motion by Vandermark and second by Kahle to approve the revisions of Policy – 406 Public and Private Personnel Data, Policy 410 – Family and Medical Leave, Policy 419 – Tobacco-Free Environment and Policy 501 – School Weapons Policy. Motion carried unanimously at 7:15 pm.*

7. Upcoming Meetings:

April 4:	3:30 p.m. Wellness Committee Meeting
April 11:	7:30 a.m. Technology Meeting
	6:00 p.m. Board Work Session
April 25:	5:30 p.m. Finance Committee
	6:00 p.m. Regular Board Meeting
May 10:	5:30 p.m. Curriculum Advisory Committee Meeting
	6:00 p.m. Community Services Meeting

8. Adjourn:

*Motion by Giesen and second by O'Brien to adjourn. Motion carried unanimously at 7:17 pm.*

## Belle Plaine Public Schools Pre Payment Report

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	5407	N	ANDREA ANDERT	V61001	53113	03312016	10.37	0.00	10.37	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$10.37			
1	4589	N	BANC OF AMERICA LEASING	V61001	53112	83	8,256.74	0.00	8,256.74	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$8,256.74			
1	7005	N	BARNHART PERCUSSION SERVICE	V61001	53115	6840	168.00	0.00	168.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$168.00			
1	5826	N	BELLE PLAINE FFA	V61001	53118	04132016	520.00	0.00	520.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$520.00			
1	1125	N	BELLE PLAINE HERALD	V61001	53114	20911	126.00	0.00	126.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$126.00			
1	6380	N	BRIANNA VELZKE	V61001	53116	03312016	73.01	0.00	73.01	04/20/2016	04/20/2016	04/20/2016
1	6380	N	BRIANNA VELZKE	V61001	53117	03182016	44.55	0.00	44.55	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$117.56			
1	1197	N	BRUCE MATHIOWETZ	V61001	53209	04132016	401.92	0.00	401.92	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$401.92			
1	7010	N	CAROLINA STIEMKE	V61001	53119	03222016	54.54	0.00	54.54	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$54.54			
1	1240	N	CERISSE MURPHY	V61001	53122	03302016	15.12	0.00	15.12	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$15.12			
1	6211	N	CHAD WILLIAMS	V61001	53123	07082016	298.08	0.00	298.08	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$298.08			
1	5182	N	CHELSEY YOUNG	V61001	53120	04072016	107.88	0.00	107.88	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$107.88			
1	1262	N	CITY OF BELLE PLAINE	V61001	53146	00003388	858.15	0.00	858.15	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$858.15			
1	1274	N	COMMUNITY EDUCATION	V61001	53121	03312016	70.00	0.00	70.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$70.00			
1	4315	N	CREATIVE PRODUCT SOURCING, I	V61001	53145	93467	1,126.12	0.00	1,126.12	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$1,126.12			

**Belle Plaine Public Schools  
Pre Payment Report**

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	2730	N	DAVE KREFT	V61001	53211	03162016	197.64	0.00	197.64	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$197.64			
1	7004	N	DIANE TYE	V61001	53125	03182016	98.50	0.00	98.50	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$98.50			
1	1066	N	DOUGLAS ANDERSON	V61001	53124	04082016	115.56	0.00	115.56	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$115.56			
1	6953	N	EAGLE EYE DIGITAL VIDEO	V61001	53127	5875	10,513.00	0.00	10,513.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$10,513.00			
1	5579	N	EDUCATORS BENEFIT CONSULTAN	V61001	53126	31702	205.84	0.00	205.84	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$205.84			
1	2590	N	FAME AWARDS	V61001	53128	20160659	64.50	0.00	64.50	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$64.50			
1	2618	N	GBC	V61001	53130	1631633	760.25	0.00	760.25	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$760.25			
1	3762	N	HOUGHTON MIFFLIN HARCOURT	V61001	53131	952060231	260.25	0.00	260.25	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$260.25			
1	7011	N	JAKE HARTMANN	V61001	53135	03052016	27.97	0.00	27.97	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$27.97			
1	1202	N	JANIS BUESGENS	V61001	53136	03312016	45.90	0.00	45.90	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$45.90			
1	2542	N	JEANINE KRUSCHKE	V61001	53133	03172016	78.69	0.00	78.69	04/20/2016	04/20/2016	04/20/2016
1	2542	N	JEANINE KRUSCHKE	V61001	53132	0317206	217.08	0.00	217.08	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$295.77			
1	6871	N	JENNA EDER	V61001	53138	03212016	245.38	0.00	245.38	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$245.38			
1	3968	N	JOHN BERGS	V61001	53134	04082016	162.82	0.00	162.82	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$162.82			
1	6986	N	JON ROEMMICH	V61001	53129	872	200.00	0.00	200.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$200.00			

## Belle Plaine Public Schools Pre Payment Report

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	1660	N	JORDAN HIGH SCHOOL	V61001	53137	4545	75.03	0.00	75.03	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$75.03			
1	5438	N	KATIE ANN GRAFF	V61001	53139	04072016	46.44	0.00	46.44	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$46.44			
1	5789	N	KIM DEWITTE	V61001	53140	03142016	181.44	0.00	181.44	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$181.44			
1	7008	N	LAMBRECHTS BATS	V61001	53141	04072016	65.00	0.00	65.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$65.00			
1	1707	N	LANGE'S PLUMBING & HEATING	V61001	53144	128826	2,143.00	0.00	2,143.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$2,143.00			
1	6840	N	LEGEND COMPANIES	V61001	53143	SD9592	500.82	0.00	500.82	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$500.82			
1	6873	N	LINDSAY VOGEL	V61001	53142	03312016	89.64	0.00	89.64	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$89.64			
1	1748	N	MAAE	V61001	53150	07052016	502.00	0.00	502.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$502.00			
1	6749	N	MED COMPASS	V61001	53151	29012	425.00	0.00	425.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$425.00			
1	1807	N	MEGAN GERRES	V61001	53147	04202016	51.15	0.00	51.15	04/20/2016	04/20/2016	04/20/2016
1	1807	N	MEGAN GERRES	V61001	53148	04202016	44.89	0.00	44.89	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$96.04			
1	2504	N	MELANIE FOGARTY	V61001	53149	04202016	300.00	0.00	300.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$300.00			
1	2744	N	METRO BRUSH & SUPPLY	V61001	53152	37121	54.13	0.00	54.13	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$54.13			
1	4652	N	NARDINI FIRE EQUIP COMPANY INC	V61001	53157	IN00006919	229.80	0.00	229.80	04/20/2016	04/20/2016	04/20/2016
1	4652	N	NARDINI FIRE EQUIP COMPANY INC	V61001	53156	IN00006921	249.00	0.00	249.00	04/20/2016	04/20/2016	04/20/2016
1	4652	N	NARDINI FIRE EQUIP COMPANY INC	V61001	53155	IN00006922	203.06	0.00	203.06	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$681.86			
1	5879	N	NIAAA	V61001	53153	03302016	175.00	0.00	175.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$175.00			

## Belle Plaine Public Schools Pre Payment Report

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	6109	N	NICHOLAS JOHNSON	V61001	53154	03052016	27.97	0.00	27.97	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$27.97			
1	2002	N	PROTECTION SYSTEMS INC	V61001	53158	31494	668.68	0.00	668.68	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$668.68			
1	3944	N	RACHEL BENSON	V61001	53177	04152016	25.43	0.00	25.43	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$25.43			
1	6111	N	RAM MUTUAL INSURANCE COMPAI	V61001	53159	162728	4,133.00	0.00	4,133.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$4,133.00			
1	2030	N	REGION V	V61001	53171	10416	5,512.75	0.00	5,512.75	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$5,512.75			
1	6827	N	REINHART FOOD SERVICES, LLC	V61001	53169	603390	2,223.07	0.00	2,223.07	04/20/2016	04/20/2016	04/20/2016
1	6827	N	REINHART FOOD SERVICES, LLC	V61001	53168	603720	221.87	0.00	221.87	04/20/2016	04/20/2016	04/20/2016
1	6827	N	REINHART FOOD SERVICES, LLC	V61001	53167	603712	411.63	0.00	411.63	04/20/2016	04/20/2016	04/20/2016
1	6827	N	REINHART FOOD SERVICES, LLC	V61001	53165	66967	181.80	0.00	181.80	04/20/2016	04/20/2016	04/20/2016
1	6827	N	REINHART FOOD SERVICES, LLC	V61001	53164	606966	67.17	0.00	67.17	04/20/2016	04/20/2016	04/20/2016
1	6827	N	REINHART FOOD SERVICES, LLC	V61001	53163	608996	165.56	0.00	165.56	04/20/2016	04/20/2016	04/20/2016
1	6827	N	REINHART FOOD SERVICES, LLC	V61001	53162	609552	217.13	0.00	217.13	04/20/2016	04/20/2016	04/20/2016
1	6827	N	REINHART FOOD SERVICES, LLC	V61001	53161	607385	217.03	0.00	217.03	04/20/2016	04/20/2016	04/20/2016
1	6827	N	REINHART FOOD SERVICES, LLC	V61001	53210	611934	371.05	0.00	371.05	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$4,076.31			
1	3380	N	RENEE MALECHA	V61001	53176	03312016	23.87	0.00	23.87	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$23.87			
1	6223	N	RIDGEVIEW MEDICAL CENTER	V61001	53166	01212016	158.00	0.00	158.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$158.00			
1	4055	N	ROTARY CLUB OF BELLE PLAINE	V61001	53170	04132016	130.00	0.00	130.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$130.00			
1	3662	N	RSCHOOL TODAY (DWC)	V61001	53160	26892	1,500.00	0.00	1,500.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$1,500.00			
1	3213	N	SARA GELLER	V61001	53179	04082016	42.17	0.00	42.17	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$42.17			
1	2083	N	SCOTT COUNTY	V61001	53192	436083	1,902.00	0.00	1,902.00	04/20/2016	04/20/2016	04/20/2016
1	2083	N	SCOTT COUNTY	V61001	53191	435859	1,902.00	0.00	1,902.00	04/20/2016	04/20/2016	04/20/2016

## Belle Plaine Public Schools Pre Payment Report

GrpCode	Rcd	W9	Vendor	Batch	Voucher	Inv No	Gross Amount	Disc Amt	Net Payment	Inv Date	Due Date	Disc Date
1	2083	N	SCOTT COUNTY	V61001	53190	477427	2,925.00	0.00	2,925.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$6,729.00			
1	6949	N	SEGUE CONSULTING PARTNERS	V61001	53181	2016-1021	43.00	0.00	43.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$43.00			
1	2137	N	SOUTH CENTRAL ECSU	V61001	53188	16243	1,065.04	0.00	1,065.04	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$1,065.04			
1	6138	N	SOUTHWEST METRO EDUCATION, V61001	V61001	53186	12970	5,008.19	0.00	5,008.19	04/20/2016	04/20/2016	04/20/2016
1	6138	N	SOUTHWEST METRO EDUCATION, V61001	V61001	53185	12961	6,825.00	0.00	6,825.00	04/20/2016	04/20/2016	04/20/2016
1	6138	N	SOUTHWEST METRO EDUCATION, V61001	V61001	53184	12976	6,764.09	0.00	6,764.09	04/20/2016	04/20/2016	04/20/2016
1	6138	N	SOUTHWEST METRO EDUCATION, V61001	V61001	53183	12983	1,463.37	0.00	1,463.37	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$20,060.65			
1	2157	N	STEFFEN HARDWARE	V61001	53189	03312016	79.80	0.00	79.80	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$79.80			
1	5598	N	STEVE RUSSELL	V61001	53182	05102016	600.00	0.00	600.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$600.00			
1	6974	N	STRATEGIC STAFFING SOLUTIONS V61001	V61001	53187	9585-05	5,740.00	0.00	5,740.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$5,740.00			
1	2188	N	TAHER INC	V61001	53195	0045939-IN	64,486.97	0.00	64,486.97	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$64,486.97			
1	3931	N	TRAILBLAZER TRANSIT	V61001	53193	2016-02-246	16.00	0.00	16.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$16.00			
1	5801	N	TRI-CITY UNITED PUBLIC SCHOOL V61001	V61001	53194	05072016	50.00	0.00	50.00	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$50.00			
1	6335	N	TRUSTED EMPLOYEES	V61001	53196	0320169775S	25.38	0.00	25.38	04/20/2016	04/20/2016	04/20/2016
							Check Amount:		\$25.38			
							Report Total:		\$145,853.28			

\*Does not meet minimum amount  
\*\*Exceeds maximum amount

## Electronic

Batch	Co	Pmt No	Bank	Check No	Pay Type	Grp	Code	Vendor	Print	Recon	Pay Date	Void	Curr	Amount	
p610p1	0716	39143	SBC		WX	1	1873	MN.TEACHERS RETIRE.ASSOC	N	N	4/5/2016	0	N	USD	46,098.44
p610p1	0716	39144	SBC		WX	1	1977	PERA	N	N	4/5/2016	0	N	USD	13,646.74
p610p1	0716	39145	SBC		WX	1	2330	FEDERAL	N	N	4/5/2016	0	N	USD	29,253.23
p610p1	0716	39145	SBC		WX	1	2330	FEDERAL	N	N	4/5/2016	0	N	USD	11,093.42
p610p1	0716	39145	SBC		WX	1	2330	FEDERAL	N	N	4/5/2016	0	N	USD	47,434.86
p610p1	0716	39146	SBC		WX	1	2331	STATE OF MINNESOTA	N	N	4/5/2016	0	N	USD	12,909.53
p610p1	0716	39147	SBC		WX	1	2581	MN CHILD SUPPORT CENTER	N	N	4/5/2016	0	N	USD	545.00
p610p1	0716	39148	SBC		WX	1	2735	MII LIFE - VEBA/HSA	N	N	4/5/2016	0	N	USD	1,889.14
p610p1	0716	39149	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/5/2016	0	N	USD	1,457.05
p610p1	0716	39149	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/5/2016	0	N	USD	553.00
p610p1	0716	39149	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/5/2016	0	N	USD	3,666.29
p610p1	0716	39149	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/5/2016	0	N	USD	108.00
p610p1	0716	39149	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/5/2016	0	N	USD	2,076.06
p610p1	0716	39149	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/5/2016	0	N	USD	4,651.08
p610p1	0716	39149	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/5/2016	0	N	USD	1,342.68
p610p1	0716	39149	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/5/2016	0	N	USD	636.48
P61002	0716	39174	SBC		WX	1	1486	FRONTIER	N	N	3/23/2016	N	N	USD	95.80
P61002	0716	39174	SBC		WX	1	1486	FRONTIER	N	N	3/23/2016	N	N	USD	95.80
P61002	0716	39174	SBC		WX	1	1486	FRONTIER	N	N	3/23/2016	N	N	USD	114.38
P61002	0716	39174	SBC		WX	1	1486	FRONTIER	N	N	3/23/2016	N	N	USD	1,376.10
P61002	0716	39175	SBC		WX	1	2800	MII LIFE - SELECT ACCOUNT	N	N	3/23/2016	N	N	USD	565.65
P61002	0716	39176	SBC		WX	1	2336	XCEL ENERGY	N	N	3/24/2016	N	N	USD	1,048.28
p610p2	0716	39185	SBC		WX	1	1873	MN.TEACHERS RETIRE.ASSOC	N	N	4/20/2016	N	N	USD	48,994.38
p610p2	0716	39186	SBC		WX	1	1977	PERA	N	N	4/20/2016	N	N	USD	11,022.57
p610p2	0716	39187	SBC		WX	1	2330	FEDERAL	N	N	4/20/2016	N	N	USD	30,633.46
p610p2	0716	39187	SBC		WX	1	2330	FEDERAL	N	N	4/20/2016	N	N	USD	11,242.20
p610p2	0716	39187	SBC		WX	1	2330	FEDERAL	N	N	4/20/2016	N	N	USD	48,068.86
p610p2	0716	39188	SBC		WX	1	2331	STATE OF MINNESOTA	N	N	4/20/2016	N	N	USD	13,419.65
p610p2	0716	39189	SBC		WX	1	2581	MN CHILD SUPPORT CENTER	N	N	4/20/2016	N	N	USD	545.00
p610p2	0716	39190	SBC		WX	1	2735	MII LIFE - VEBA/HSA	N	N	4/20/2016	N	N	USD	1,889.14
p610p2	0716	39191	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/20/2016	N	N	USD	1,457.05
p610p2	0716	39191	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/20/2016	N	N	USD	553.00
p610p2	0716	39191	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/20/2016	N	N	USD	3,606.29
p610p2	0716	39191	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/20/2016	N	N	USD	108.00
p610p2	0716	39191	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/20/2016	N	N	USD	2,076.06
p610p2	0716	39191	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/20/2016	N	N	USD	4,671.08
p610p2	0716	39191	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/20/2016	N	N	USD	1,342.68

## Electronic

Batch	Co	Pmt No	Bank	Check No	Pay Type	Grp	Code	Vendor	Print	Recon	Pay Date	Void	Curr	Amount
p610p2	0716	39191	SBC		WX	1	5579	EDUCATORS BENEFIT CONSULTANTS	N	N	4/20/2016	N	USD	636.48
P61002	0716	39202	SBC		WX	1	3414	CENTERPOINT ENERGY	N	N	4/5/2016	0 N	USD	2,180.36
P61002	0716	39202	SBC		WX	1	3414	CENTERPOINT ENERGY	N	N	4/5/2016	0 N	USD	245.20
P61002	0716	39202	SBC		WX	1	3414	CENTERPOINT ENERGY	N	N	4/5/2016	0 N	USD	198.47
P61002	0716	39202	SBC		WX	1	3414	CENTERPOINT ENERGY	N	N	4/5/2016	0 N	USD	113.51
P61002	0716	39203	SBC		WX	1	3414	CENTERPOINT ENERGY	N	N	4/6/2016	0 N	USD	4,408.28
P61002	0716	39203	SBC		WX	1	3414	CENTERPOINT ENERGY	N	N	4/6/2016	0 N	USD	3,962.66
P61002	0716	39203	SBC		WX	1	3414	CENTERPOINT ENERGY	N	N	4/6/2016	0 N	USD	2,967.36
P61002	0716	39204	SBC		WX	1	2336	XCEL ENERGY	N	N	4/7/2016	0 N	USD	7,407.84
P61002	0716	39204	SBC		WX	1	2336	XCEL ENERGY	N	N	4/7/2016	0 N	USD	5,118.16
P61002	0716	39204	SBC		WX	1	2336	XCEL ENERGY	N	N	4/7/2016	0 N	USD	4,820.54
P61002	0716	39205	SBC		WX	1	2336	XCEL ENERGY	N	N	4/11/2016	N	USD	180.71
<hr/>														
March 2016 PCARD														
Payroll 4/05/2016														
Payroll 4/20/2016														
<hr/>														
<b>Total</b>													<b>\$ 976,473.18</b>	

# Hand Pays

Batch	Co	Pmt No	Bank	Check No	Pay Type	Grp	Code	Vendor	Print	Recon	Pay Date	Void	Curr	Amount
P61002	0716	39134	SBC	58957	CH	1	1778	MARTHA HARTMANN	Y	N	3/29/2016	C N	USD	1,128.00
P61002	0716	39135	SBC	58958	CH	1	4802	USPS	Y	N	3/29/2016	C N	USD	346.13
P61002	0716	39138	SBC	58959	CH	1	6999	ASHLEY RUPPERT	Y	N	3/30/2016	C N	USD	7.50
P61002	0716	39137	SBC	58960	CH	1	5752	LOLLIPOP THE CLOWN	Y	N	3/30/2016	C N	USD	150.00
P61002	0716	39136	SBC	58961	CH	1	4145	MEDICAREBLUE RX	Y	N	3/30/2016	C N	USD	433.50
p610p1	0716	39150	SBC	58962	CH	1	1123	BELLE PLAINE ED ASSOC	Y	N	4/5/2016	0 C N	USD	5,250.12
p610p1	0716	39151	SBC	58963	CH	1	1134	BELLE PLAINE SCHOOL	Y	N	4/5/2016	0 C N	USD	3,461.06
p610p1	0716	39157	SBC	58964	CH	1	6451	Belle Plaine Schools Dental Ins Account	Y	N	4/5/2016	0 C N	USD	12,212.28
p610p1	0716	39158	SBC	58965	CH	1	6482	Belle Plaine Schools Health Ins Acct	Y	N	4/5/2016	0 C N	USD	116,978.74
p610p1	0716	39152	SBC	58966	CH	1	1178	BPESPA	Y	N	4/5/2016	0 C N	USD	1,230.76
p610p1	0716	39154	SBC	58967	CH	1	4924	MESSERLI & KRAMER	Y	N	4/5/2016	0 C N	USD	69.54
p610p1	0716	39156	SBC	58968	CH	1	6122	NATIONAL INSURANCE SERVICE of WI	Y	N	4/5/2016	0 C N	USD	2,983.28
p610p1	0716	39153	SBC	58969	CH	1	1836	NCPERS MINNESOTA	Y	N	4/5/2016	0 C N	USD	32.00
p610p1	0716	39155	SBC	58970	CH	1	5961	STEWART, ZLIMEN & JUNGERS, LTD	Y	N	4/5/2016	0 C N	USD	261.83
P61002	0716	39159	SBC	58971	CH	1	1262	CITY OF BELLE PLAINE	Y	N	4/6/2016	0 C N	USD	1,999.98
P61002	0716	39164	SBC	58972	CH	1	4336	MOVIE LICENSING USA	Y	N	4/6/2016	0 C N	USD	1,143.00
P61002	0716	39163	SBC	58973	CH	1	2582	MSHSL	Y	N	4/6/2016	0 C N	USD	378.00
P61002	0716	39160	SBC	58974	CH	1	1992	PRAIRIE TRUCKING INC	Y	N	4/6/2016	0 C N	USD	37,443.96
P61002	0716	39161	SBC	58975	CH	1	2027	REGION 2A - MSHSL	Y	N	4/6/2016	0 C N	USD	70.00
P61002	0716	39161	SBC	58975	CH	1	2027	REGION 2A - MSHSL	Y	N	4/6/2016	0 C N	USD	40.00
P61002	0716	39162	SBC	58976	CH	1	2164	STIER TRANSPORTATION SERVICES	Y	N	4/6/2016	0 C N	USD	70,651.56
P61002	0716	39182	SBC	58977	CH	1	3683	DAN FORD	Y	N	4/13/2016	C N	USD	160.00
P61002	0716	39184	SBC	58978	CH	1	6403	JEFF BJERKE	Y	N	4/13/2016	C N	USD	160.00
P61002	0716	39181	SBC	58979	CH	1	2772	JEFFREY MONAHAN	Y	N	4/13/2016	C N	USD	160.00
P61002	0716	39183	SBC	58980	CH	1	4393	MICHAEL STICHA	Y	N	4/13/2016	C N	USD	160.00
p610p2	0716	39192	SBC	58981	CH	1	1123	BELLE PLAINE ED ASSOC	Y	N	4/20/2016	C N	USD	5,250.12
p610p2	0716	39193	SBC	58982	CH	1	1134	BELLE PLAINE SCHOOL	Y	N	4/20/2016	C N	USD	3,461.06
p610p2	0716	39196	SBC	58983	CH	1	6482	Belle Plaine Schools Health Ins Acct	Y	N	4/20/2016	C N	USD	31,848.26
p610p2	0716	39194	SBC	58984	CH	1	1178	BPESPA	Y	N	4/20/2016	C N	USD	1,205.25
p610p2	0716	39195	SBC	58985	CH	1	4924	MESSERLI & KRAMER	Y	N	4/20/2016	C N	USD	276.06
P61002	0716	39198	SBC	58986	CH	1	2329	BLUE CROSS BLUE SHIELD of MN	Y	N	4/20/2016	C N	USD	285.00
P61002	0716	39200	SBC	58987	CH	1	7012	BRYCE LAING	Y	N	4/20/2016	C N	USD	55.00
P61002	0716	39199	SBC	58988	CH	1	6841	CELLBOX INC	Y	N	4/20/2016	C N	USD	4,400.00

# Hand Pays

Batch	Co	Pmt No	Bank	Check No	Pay Type	Grp	Code	Vendor	Print	Recon	Pay Date	Void	Curr	Amount
P61002	0716	39199	SBC	58988	CH	1	6841	CELLBOX INC	Y	N	4/20/2016	C N	USD	462.00
P61002	0716	39201	SBC	58989	CH	1	7013	TIMOTHY WLASIVK	Y	N	4/20/2016	C N	USD	100.00
<b>Total</b>													<b>\$ 302,779.86</b>	

March 2016 Pcard

Card Holder	Transaction ID	Transaction Date	Processing Date	Statement Date	Merchant Name	Transaction Amount
SD BELLE PLAINE	420585377	2/27/2016	2/29/2016	3/27/2016	INNOVATIVE OFFICE SOLU	48.28
SD BELLE PLAINE	420974514	3/2/2016	3/3/2016	3/27/2016	COBORN S SUPERSTORE	75.44
SD BELLE PLAINE	421153459	3/4/2016	3/4/2016	3/27/2016	AMAZON MKTPLACE PMTS	67.02
SD BELLE PLAINE	421153460	3/4/2016	3/4/2016	3/27/2016	AMAZON MKTPLACE PMTS	8.99
SD BELLE PLAINE	421566289	3/7/2016	3/8/2016	3/27/2016	VISTAPR*VistaPrint.com	19.74
SD BELLE PLAINE	421566290	3/8/2016	3/8/2016	3/27/2016	NCS PEARSON	247.51
SD BELLE PLAINE	421566291	3/8/2016	3/8/2016	3/27/2016	VISTAPR*VistaPrint.com	(1.36)
SD BELLE PLAINE	421678274	3/8/2016	3/9/2016	3/27/2016	WAYFAIR*WAYFAIR	299.97
SD BELLE PLAINE	422019957	3/12/2016	3/11/2016	3/27/2016	Amazon.com	14.48
SD BELLE PLAINE	422371046	3/14/2016	3/15/2016	3/27/2016	VOYAGER SOPRIS LEARN G	359.70
SD BELLE PLAINE	422611813	3/15/2016	3/17/2016	3/27/2016	MINNESOTA SPEE00 OF 00	275.00
SD BELLE PLAINE	422611814	3/15/2016	3/17/2016	3/27/2016	MINNESOTA SPEE00 OF 00	275.00
SD BELLE PLAINE	422799876	3/18/2016	3/18/2016	3/27/2016	USPS 26073001733418328	98.00
SD BELLE PLAINE	422799877	3/17/2016	3/18/2016	3/27/2016	PHONAK HEARING SYS	60.39
SD BELLE PLAINE	423001772	3/18/2016	3/21/2016	3/27/2016	WILLIAM V MACGILL & CO	114.00
SD BELLE PLAINE	423001773	3/17/2016	3/21/2016	3/27/2016	MULTI-HEALTH SYSTEMS	32.50
HIGH SCHOOL BELLE PLAINE	420585378	2/29/2016	2/29/2016	3/27/2016	Amazon.com	27.66
HIGH SCHOOL BELLE PLAINE	420585379	2/25/2016	2/29/2016	3/27/2016	Doubletree St Paul Dow	5,396.14
HIGH SCHOOL BELLE PLAINE	420844121	3/1/2016	3/2/2016	3/27/2016	INNOVATIVE OFFICE SOLU	62.94
HIGH SCHOOL BELLE PLAINE	420844122	3/1/2016	3/2/2016	3/27/2016	NAFME	130.00
HIGH SCHOOL BELLE PLAINE	421153461	3/3/2016	3/4/2016	3/27/2016	SCHMITT MUSIC #11 (	2,943.64
HIGH SCHOOL BELLE PLAINE	421153462	3/3/2016	3/4/2016	3/27/2016	GROTH MUSIC	323.03
HIGH SCHOOL BELLE PLAINE	421407319	3/4/2016	3/7/2016	3/27/2016	CARLETON COLLEGE WEB C	725.00
HIGH SCHOOL BELLE PLAINE	421407320	3/4/2016	3/7/2016	3/27/2016	CARLETON COLLEGE WEB C	725.00
HIGH SCHOOL BELLE PLAINE	422019958	3/11/2016	3/11/2016	3/27/2016	MICHAELS STORES 8608	207.00
HIGH SCHOOL BELLE PLAINE	422019959	3/10/2016	3/11/2016	3/27/2016	SHAKOPEE THEATRE-25QPS	60.58
HIGH SCHOOL BELLE PLAINE	422611815	3/16/2016	3/17/2016	3/27/2016	MMEA	60.00
HIGH SCHOOL BELLE PLAINE	422611816	3/16/2016	3/17/2016	3/27/2016	CONTINENTAL CLAY COMPA	205.20
HIGH SCHOOL BELLE PLAINE	422799878	3/17/2016	3/18/2016	3/27/2016	COUNTRY INN & SUITES	22.46
HIGH SCHOOL BELLE PLAINE	422799879	3/17/2016	3/18/2016	3/27/2016	COUNTRY INN & SUITES	268.20
HIGH SCHOOL BELLE PLAINE	423001774	3/18/2016	3/21/2016	3/27/2016	OFFICE DEPOT #1090	150.10
DAVIS KRIS	421153449	3/2/2016	3/4/2016	3/27/2016	METRO SALES INC.	768.17
DAVIS KRIS	421153450	3/2/2016	3/4/2016	3/27/2016	METRO SALES INC.	736.06
DAVIS KRIS	421407303	3/5/2016	3/7/2016	3/27/2016	WASTE MGMT WM EZPAY	202.43
DAVIS KRIS	421407304	3/5/2016	3/7/2016	3/27/2016	WASTE MGMT WM EZPAY	791.89
DAVIS KRIS	421407305	3/5/2016	3/7/2016	3/27/2016	WASTE MGMT WM EZPAY	429.26

March 2016 Pcard

Card Holder	Transaction ID	Transaction Date	Processing Date	Statement Date	Merchant Name	Transaction Amount
DAVIS KRIS	421407306	3/5/2016	3/7/2016	3/27/2016	WASTE MGMT WM EZPAY	827.88
DAVIS KRIS	423131933	3/21/2016	3/22/2016	3/27/2016	GENESIS - BELLE PLAINE	348.38
HEINE JEFF	422019960	3/10/2016	3/11/2016	3/27/2016	LAMPERT YARDS 1030	339.37
HEINE JEFF	422240395	3/11/2016	3/14/2016	3/27/2016	MENARDS BURNSVILLE MN	225.92
HEINE JEFF	422799880	3/18/2016	3/18/2016	3/27/2016	DISCOUNT STEEL -MN	387.10
HEINE JEFF	423252666	3/21/2016	3/23/2016	3/27/2016	MENARDS BURNSVILLE MN	169.72
HEINE JEFF	423252667	3/22/2016	3/23/2016	3/27/2016	SHERWIN WILLIAMS #3169	466.22
HEINE JEFF	423252668	3/21/2016	3/23/2016	3/27/2016	SIWEK LUMBER & MILLWOR	667.40
HEINE JEFF	423252669	3/21/2016	3/23/2016	3/27/2016	SIWEK LUMBER & MILLWOR	124.60
WILLIAMS CHAD	422371038	3/15/2016	3/15/2016	3/27/2016	ETS*PARAPRO Services	55.00
MATHIOWETZ BRUCE	421678271	3/8/2016	3/9/2016	3/27/2016	COBORN S #2038	245.00
MATHIOWETZ BRUCE	422240393	3/10/2016	3/14/2016	3/27/2016	MAGNETO POWER	25.55
MATHIOWETZ BRUCE	423131936	3/21/2016	3/22/2016	3/27/2016	TRACTOR SUPPLY #1156	44.24
MATHIOWETZ BRUCE	423385105	3/23/2016	3/24/2016	3/27/2016	WM SUPERCENTER #3513	15.86
MATHIOWETZ BRUCE	423385106	3/23/2016	3/24/2016	3/27/2016	SAMS CLUB #6311	52.34
ANDERSON DOUG	420974509	3/1/2016	3/3/2016	3/27/2016	BERRY BLENDZ #1	351.00
WICK KEN	420585365	2/28/2016	2/29/2016	3/27/2016	BEST BUY 00000141	79.99
WICK KEN	420585366	2/27/2016	2/29/2016	3/27/2016	APL*APPLEONLINESTOREUS	380.00
WICK KEN	420732538	2/28/2016	3/1/2016	3/27/2016	KALAHARI RESORTS	92.04
WICK KEN	420974504	3/2/2016	3/3/2016	3/27/2016	CDW GOVERNMENT	299.99
WICK KEN	420974505	3/2/2016	3/3/2016	3/27/2016	IDOCTOR	435.60
WICK KEN	421566285	3/7/2016	3/8/2016	3/27/2016	IDOCTOR	918.00
WICK KEN	421678268	3/8/2016	3/9/2016	3/27/2016	AMAZON MKTPLACE PMTS	49.40
WICK KEN	422019950	3/11/2016	3/11/2016	3/27/2016	CDW GOVERNMENT	15,804.00
WICK KEN	422799865	3/18/2016	3/18/2016	3/27/2016	Amazon.com	10.05
WICK KEN	422799866	3/18/2016	3/18/2016	3/27/2016	APL*APPLEONLINESTOREUS	183.00
WICK KEN	423131931	3/21/2016	3/22/2016	3/27/2016	APL*APPLEONLINESTOREUS	1,269.00
WICK KEN	423131932	3/22/2016	3/22/2016	3/27/2016	AMAZON MKTPLACE PMTS	27.93
WICK KEN	423252664	3/22/2016	3/23/2016	3/27/2016	AMAZON MKTPLACE PMTS	13.95
WICK KEN	423385104	3/24/2016	3/24/2016	3/27/2016	AMAZON MKTPLACE PMTS	119.61
DEUTSCH JOE	420974503	3/2/2016	3/3/2016	3/27/2016	YOUNGBLOOD LUMBER	1,637.28
DEUTSCH JOE	421153448	3/3/2016	3/4/2016	3/27/2016	YOUNGBLOOD LUMBER	1,637.28
DEUTSCH JOE	421566284	3/4/2016	3/8/2016	3/27/2016	YOUNGBLOOD LUMBER	(1,637.28)
DEUTSCH JOE	421829594	3/8/2016	3/10/2016	3/27/2016	MENARDS BURNSVILLE MN	71.92
GROTBERG CAREN	422371037	3/14/2016	3/15/2016	3/27/2016	COBORN S SUPERSTORE	9.72
ACTIVITIES BELLE P	420585369	2/26/2016	2/29/2016	3/27/2016	COSSETTA S	369.30

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Card Holder	Transaction ID	Transaction Date	Processing Date	Statement Date	Merchant Name	Transaction Amount
ACTIVITIES BELLE P	420585370	2/26/2016	2/29/2016	3/27/2016	COSSETTA S	231.45
ACTIVITIES BELLE P	420585371	2/27/2016	2/29/2016	3/27/2016	COSSETTA S	22.84
ACTIVITIES BELLE P	420585372	2/27/2016	2/29/2016	3/27/2016	COSSETTA S	340.49
ACTIVITIES BELLE P	420585373	2/27/2016	2/29/2016	3/27/2016	COSSETTA S	12.67
ACTIVITIES BELLE P	420732539	2/28/2016	3/1/2016	3/27/2016	2MINNESOTA WLD19024306	18.50
ACTIVITIES BELLE P	420732540	2/28/2016	3/1/2016	3/27/2016	2MINNESOTA WLD19024306	29.00
ACTIVITIES BELLE P	420732541	2/29/2016	3/1/2016	3/27/2016	REGISTER.CORDONCO.COM	53.50
ACTIVITIES BELLE P	420732542	2/25/2016	3/1/2016	3/27/2016	ERBERT AND GERBERTS SA	370.54
ACTIVITIES BELLE P	421153453	3/3/2016	3/4/2016	3/27/2016	COBORN S SUPERSTORE	15.23
ACTIVITIES BELLE P	421566288	3/7/2016	3/8/2016	3/27/2016	PAYPAL *MNIAAA	103.00
ACTIVITIES BELLE P	421678272	3/8/2016	3/9/2016	3/27/2016	MINNETONKA PUBLIC SCHO	99.00
ACTIVITIES BELLE P	422799872	3/16/2016	3/18/2016	3/27/2016	BOROUGH BOWL	162.00
ACTIVITIES BELLE P	423001768	3/18/2016	3/21/2016	3/27/2016	GALACTIC PIZZA	187.16
ACTIVITIES BELLE P	423001769	3/18/2016	3/21/2016	3/27/2016	GALACTIC PIZZA	66.77
CHEVALIER MINDY	421829593	3/8/2016	3/10/2016	3/27/2016	BOY SCOUTS OF AMERICA	690.00
COMM ED BELLE PLAINE	420585376	2/27/2016	2/29/2016	3/27/2016	TARGET 00012724	130.15
COMM ED BELLE PLAINE	420732544	2/29/2016	3/1/2016	3/27/2016	USPS 26073001733418328	8.59
COMM ED BELLE PLAINE	420732545	2/29/2016	3/1/2016	3/27/2016	GRAND SLAM	100.00
COMM ED BELLE PLAINE	420844116	3/1/2016	3/2/2016	3/27/2016	SCHOLASTIC BOOK CLUB	16.00
COMM ED BELLE PLAINE	420844117	3/1/2016	3/2/2016	3/27/2016	SCHOLASTIC BOOK CLUB	30.00
COMM ED BELLE PLAINE	420844118	3/1/2016	3/2/2016	3/27/2016	SCHOLASTIC BOOK CLUB	6.00
COMM ED BELLE PLAINE	420844119	3/1/2016	3/2/2016	3/27/2016	SCHOLASTIC BOOK CLUB	64.00
COMM ED BELLE PLAINE	420844120	3/1/2016	3/2/2016	3/27/2016	SCHOLASTIC BOOK CLUB	43.00
COMM ED BELLE PLAINE	420974512	3/2/2016	3/3/2016	3/27/2016	COBORN S SUPERSTORE	15.36
COMM ED BELLE PLAINE	420974513	3/2/2016	3/3/2016	3/27/2016	USPS 26073001733418328	2.84
COMM ED BELLE PLAINE	421153455	3/4/2016	3/4/2016	3/27/2016	USPS 26073001733418328	4.82
COMM ED BELLE PLAINE	421153456	3/3/2016	3/4/2016	3/27/2016	CITY OF EAGAN PARKS PO	225.00
COMM ED BELLE PLAINE	421829599	3/9/2016	3/10/2016	3/27/2016	USPS 26073001733418328	4.65
COMM ED BELLE PLAINE	422019955	3/10/2016	3/11/2016	3/27/2016	USPS 26073001733418328	3.72
COMM ED BELLE PLAINE	422019956	3/10/2016	3/11/2016	3/27/2016	SCHOLASTIC BOOK CLUB	30.00
COMM ED BELLE PLAINE	422240394	3/12/2016	3/14/2016	3/27/2016	INNOVATIVE OFFICE SOLU	40.73
COMM ED BELLE PLAINE	422371044	3/14/2016	3/15/2016	3/27/2016	USPS 26073001733418328	13.02
COMM ED BELLE PLAINE	422611812	3/16/2016	3/17/2016	3/27/2016	USPS 26073001733418328	24.53
COMM ED BELLE PLAINE	422799874	3/17/2016	3/18/2016	3/27/2016	COBORN S SUPERSTORE	12.87
COMM ED BELLE PLAINE	422799875	3/18/2016	3/18/2016	3/27/2016	USPS 26073001733418328	11.23
COMM ED BELLE PLAINE	423131938	3/21/2016	3/22/2016	3/27/2016	USPS 26073001733418328	5.14

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Card Holder	Transaction ID	Transaction Date	Processing Date	Statement Date	Merchant Name	Transaction Amount
COMM ED BELLE PLAINE	423252665	3/21/2016	3/23/2016	3/27/2016	BOROUGH BOWL	193.50
ELEMENTARY CHATFIELD	420585374	2/27/2016	2/29/2016	3/27/2016	AMAZON MKTPLACE PMTS	17.81
ELEMENTARY CHATFIELD	420585375	2/26/2016	2/29/2016	3/27/2016	ORIENTAL TRADING CO	206.50
ELEMENTARY CHATFIELD	420732543	2/25/2016	3/1/2016	3/27/2016	WEST MUSIC CATALOG	232.08
ELEMENTARY CHATFIELD	420844113	2/29/2016	3/2/2016	3/27/2016	PESI INC	399.98
ELEMENTARY CHATFIELD	420844114	3/1/2016	3/2/2016	3/27/2016	NORTHEAST FOUNDATION F	199.00
ELEMENTARY CHATFIELD	420844115	3/1/2016	3/2/2016	3/27/2016	Amazon.com	127.07
ELEMENTARY CHATFIELD	420974510	3/2/2016	3/3/2016	3/27/2016	SAMSClub #6510	8.67
ELEMENTARY CHATFIELD	420974511	3/2/2016	3/3/2016	3/27/2016	SAMS CLUB #6510	8.67
ELEMENTARY CHATFIELD	421153454	3/3/2016	3/4/2016	3/27/2016	SCHOLASTIC BOOK CLUB	30.00
ELEMENTARY CHATFIELD	421678273	3/8/2016	3/9/2016	3/27/2016	OFFICEMAX CT*IN#678521	16.50
ELEMENTARY CHATFIELD	422019954	3/10/2016	3/11/2016	3/27/2016	USPS 26073001733418328	7.00
ELEMENTARY CHATFIELD	422472325	3/15/2016	3/16/2016	3/27/2016	AMAZON MKTPLACE PMTS	7.50
ELEMENTARY CHATFIELD	422472326	3/15/2016	3/16/2016	3/27/2016	Discount School Supply	125.83
ELEMENTARY CHATFIELD	422472327	3/16/2016	3/16/2016	3/27/2016	AMAZON MKTPLACE PMTS	6.94
ELEMENTARY CHATFIELD	422472328	3/14/2016	3/16/2016	3/27/2016	SPEED STACKS	17.99
ELEMENTARY CHATFIELD	422611810	3/16/2016	3/17/2016	3/27/2016	OFFICEMAX CT*IN#806690	44.19
ELEMENTARY CHATFIELD	422611811	3/16/2016	3/17/2016	3/27/2016	OFFICEMAX CT*IN#815510	13.40
ELEMENTARY CHATFIELD	422799873	3/18/2016	3/18/2016	3/27/2016	OFFICEMAX CT*IN#854476	15.48
ELEMENTARY CHATFIELD	423001770	3/20/2016	3/21/2016	3/27/2016	AMAZON MKTPLACE PMTS	113.15
ELEMENTARY CHATFIELD	423001771	3/20/2016	3/21/2016	3/27/2016	Amazon.com	13.56
ELEMENTARY CHATFIELD	423131937	3/21/2016	3/22/2016	3/27/2016	Amazon.com	41.78
ELEMENTARY CHATFIELD	423385107	3/23/2016	3/24/2016	3/27/2016	Amazon.com	37.45
ELEMENTARY OAK CREST	420585367	2/28/2016	2/29/2016	3/27/2016	Amazon.com	48.60
ELEMENTARY OAK CREST	420585368	2/27/2016	2/29/2016	3/27/2016	SCHOLASTIC BOOK CLUB	11.00
ELEMENTARY OAK CREST	420844112	3/1/2016	3/2/2016	3/27/2016	WILLIAM AND MARY SCHOO	50.60
ELEMENTARY OAK CREST	420974506	3/2/2016	3/3/2016	3/27/2016	COBORN S SUPERSTORE	13.98
ELEMENTARY OAK CREST	420974507	3/3/2016	3/3/2016	3/27/2016	DOMINO S 7300	45.80
ELEMENTARY OAK CREST	420974508	3/1/2016	3/3/2016	3/27/2016	GREAT AMERI OPPORTUNIT	240.00
ELEMENTARY OAK CREST	421153451	3/4/2016	3/4/2016	3/27/2016	TEACHERSPAYTEACHERS.CO	15.00
ELEMENTARY OAK CREST	421153452	3/4/2016	3/4/2016	3/27/2016	AMAZON MKTPLACE PMTS	62.60
ELEMENTARY OAK CREST	421566286	3/7/2016	3/8/2016	3/27/2016	RGS Pay*	76.63
ELEMENTARY OAK CREST	421566287	3/7/2016	3/8/2016	3/27/2016	SSI*SCHOOL SPECIALTY	94.96
ELEMENTARY OAK CREST	421678269	3/8/2016	3/9/2016	3/27/2016	AMAZON MKTPLACE PMTS	(42.32)
ELEMENTARY OAK CREST	421678270	3/8/2016	3/9/2016	3/27/2016	SSI*SCHOOL SPECIALTY	43.85
ELEMENTARY OAK CREST	421829595	3/9/2016	3/10/2016	3/27/2016	SAMS CLUB #6311	159.44

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Card Holder	Transaction ID	Transaction Date	Processing Date	Statement Date	Merchant Name	Transaction Amount
ELEMENTARY OAK CREST	421829596	3/9/2016	3/10/2016	3/27/2016	SSI*SCHOOL SPECIALTY	297.87
ELEMENTARY OAK CREST	421829597	3/10/2016	3/10/2016	3/27/2016	AMAZON MKTPLACE PMTS	14.06
ELEMENTARY OAK CREST	421829598	3/10/2016	3/10/2016	3/27/2016	AMAZON MKTPLACE PMTS	(114.40)
ELEMENTARY OAK CREST	422019951	3/10/2016	3/11/2016	3/27/2016	OFFICEMAX/OFFICE DEPOT	35.85
ELEMENTARY OAK CREST	422019952	3/10/2016	3/11/2016	3/27/2016	AMAZON MKTPLACE PMTS	85.11
ELEMENTARY OAK CREST	422019953	3/11/2016	3/11/2016	3/27/2016	SSI*SCHOOL SPECIALTY	159.06
ELEMENTARY OAK CREST	422240391	3/11/2016	3/14/2016	3/27/2016	SUBWAY 03164670	128.14
ELEMENTARY OAK CREST	422240392	3/14/2016	3/14/2016	3/27/2016	SSI*CLASSROOM DIRECT	157.76
ELEMENTARY OAK CREST	422371039	3/14/2016	3/15/2016	3/27/2016	TEACHERSPAYTEACHERS.CO	18.40
ELEMENTARY OAK CREST	422371040	3/14/2016	3/15/2016	3/27/2016	AMAZON MKTPLACE PMTS	6.34
ELEMENTARY OAK CREST	422371041	3/14/2016	3/15/2016	3/27/2016	SSI*SCHOOL SPECIALTY	171.80
ELEMENTARY OAK CREST	422371042	3/14/2016	3/15/2016	3/27/2016	SSI*SCHOOL SPECIALTY	65.32
ELEMENTARY OAK CREST	422371043	3/15/2016	3/15/2016	3/27/2016	AMAZON MKTPLACE PMTS	4.00
ELEMENTARY OAK CREST	422472318	3/15/2016	3/16/2016	3/27/2016	TRIARCO MAIL ORDER	601.64
ELEMENTARY OAK CREST	422472319	3/15/2016	3/16/2016	3/27/2016	AMAZON MKTPLACE PMTS	21.49
ELEMENTARY OAK CREST	422472320	3/15/2016	3/16/2016	3/27/2016	SSI*SCHOOL SPECIALTY	44.98
ELEMENTARY OAK CREST	422472321	3/16/2016	3/16/2016	3/27/2016	AMAZON MKTPLACE PMTS	36.49
ELEMENTARY OAK CREST	422472322	3/16/2016	3/16/2016	3/27/2016	SSI*SCHOOL SPECIALTY	23.19
ELEMENTARY OAK CREST	422472323	3/15/2016	3/16/2016	3/27/2016	WILLIAM AND MARY SCHOO	30.00
ELEMENTARY OAK CREST	422472324	3/15/2016	3/16/2016	3/27/2016	SUZUKI MUSICAL INSTRUM	404.86
ELEMENTARY OAK CREST	422611803	3/16/2016	3/17/2016	3/27/2016	AMAZON MKTPLACE PMTS	96.06
ELEMENTARY OAK CREST	422611804	3/16/2016	3/17/2016	3/27/2016	AMAZON MKTPLACE PMTS	45.99
ELEMENTARY OAK CREST	422611805	3/16/2016	3/17/2016	3/27/2016	AMAZON MKTPLACE PMTS	57.95
ELEMENTARY OAK CREST	422611806	3/16/2016	3/17/2016	3/27/2016	AMAZON MKTPLACE PMTS	19.83
ELEMENTARY OAK CREST	422611807	3/16/2016	3/17/2016	3/27/2016	AMAZON MKTPLACE PMTS	30.32
ELEMENTARY OAK CREST	422611808	3/17/2016	3/17/2016	3/27/2016	SSI*SCHOOL SPECIALTY	26.05
ELEMENTARY OAK CREST	422611809	3/17/2016	3/17/2016	3/27/2016	AMAZON MKTPLACE PMTS	143.29
ELEMENTARY OAK CREST	422799867	3/17/2016	3/18/2016	3/27/2016	AMAZON MKTPLACE PMTS	20.12
ELEMENTARY OAK CREST	422799868	3/17/2016	3/18/2016	3/27/2016	AMAZON MKTPLACE PMTS	5.89
ELEMENTARY OAK CREST	422799869	3/18/2016	3/18/2016	3/27/2016	AMAZON MKTPLACE PMTS	159.90
ELEMENTARY OAK CREST	422799870	3/18/2016	3/18/2016	3/27/2016	SSI*SCHOOL SPECIALTY	292.47
ELEMENTARY OAK CREST	422799871	3/17/2016	3/18/2016	3/27/2016	MAKE MUSIC INC	192.09
ELEMENTARY OAK CREST	423001767	3/21/2016	3/21/2016	3/27/2016	SSI*CLASSROOM DIRECT	7.97
ELEMENTARY OAK CREST	423131934	3/21/2016	3/22/2016	3/27/2016	NASCO MAIL ORDER	260.20
ELEMENTARY OAK CREST	423131935	3/22/2016	3/22/2016	3/27/2016	SSI*SCHOOL SPECIALTY	271.96
HANSON LIANN	421153457	3/3/2016	3/4/2016	3/27/2016	COBORN S SUPERSTORE	90.65

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Card Holder	Transaction ID	Transaction Date	Processing Date	Statement Date	Merchant Name	Transaction Amount
HANSON LIANN	421153458	3/4/2016	3/4/2016	3/27/2016	DOMINO S 7300	162.00
HANSON LIANN	422371045	3/14/2016	3/15/2016	3/27/2016	DISCOUNTMUGS.COM	325.00
<b>Total</b>						<b>52,643.47</b>

Mar 2016 Student Activities

Co	Pmt No	Bank	Check No	Pay Type	Grp	Code	Vendor	Payment Description	Pay Date	Void	Curr	Amount
0716	38984	HSAC	7697	CH	3	4830	CITY OF BELLE PLAINE	POLICE FOR SNOFEST DANCE	3/2/2016 00	N	USD	66.64
0716	38985	HSAC	7698	CH	3	5180	DOLLARS FOR SCHOLARS	DFS SCHOLARSHIP	3/2/2016 00	N	USD	250.00
0716	38983	HSAC	7699	CH	3	4810	TAHER FOODS	MILK FOR PANCAKE BKFST	3/2/2016 00	N	USD	112.50
0716	39016	HSAC	7700	CH	3	4926	BELLE PLAINE HERALD	PANCAKE BRKFST AD	3/17/2016 0	N	USD	108.00
0716	39016	HSAC	7700	CH	3	4926	BELLE PLAINE HERALD	AD FOR SPRING FRUIT SALES	3/17/2016 0	N	USD	195.75
0716	39013	HSAC	7701	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	BUS TO AFTON ALPS	3/17/2016 0	N	USD	488.84
0716	39013	HSAC	7701	CH	3	4721	BELLE PLAINE SCHOOL DISTRICT	Reimburse 01-020-292-027-000-430	3/17/2016 0	N	USD	600.00
0716	39019	HSAC	7702	CH	3	5249	DOUG ANDERSON	MILEAGE	3/17/2016 0	N	USD	68.04
0716	39014	HSAC	7703	CH	3	4811	EMMA KRUMBEE'S FLORAL	GBB PARENTS NIGHT FLOWERS	3/17/2016 0	N	USD	30.00
0716	39014	HSAC	7703	CH	3	4811	EMMA KRUMBEE'S FLORAL	GBB PARENTS NIGHT	3/17/2016 0	N	USD	54.00
0716	39018	HSAC	7704	CH	3	5229	JOSH OTTO	BEADS FOR TRACK & CC	3/17/2016 0	N	USD	43.00
0716	39018	HSAC	7704	CH	3	5229	JOSH OTTO	BEADS FOR CC	3/17/2016 0	N	USD	21.60
0716	39024	HSAC	7705	CH	3	6995	KCMO PARKS & RECREATION	FIELD USE IN KC	3/17/2016 0	N	USD	50.00
0716	39020	HSAC	7706	CH	3	5614	MN STATE HIGH SCHOOL LEAGUE	EXTRA SECTION AND STATE MEDALS	3/17/2016 0	N	USD	68.00
0716	39023	HSAC	7707	CH	3	6981	NORTHFIELD LINES, INC	BUS FINAL PAYMENT	3/17/2016 0	N	USD	2,254.62
0716	39023	HSAC	7707	CH	3	6981	NORTHFIELD LINES, INC	BUS FINAL PAYMENT	3/17/2016 0	N	USD	(2,254.62)
0716	39023	HSAC	7707	CH	3	6981	NORTHFIELD LINES, INC	BUS FINAL PAYMENT	3/17/2016 0	N	USD	2,254.62
0716	39022	HSAC	7708	CH	3	6724	PAUL FOGARTY	reimburse for playoff tickets/players	3/17/2016 0	N	USD	66.00
0716	39015	HSAC	7709	CH	3	4848	PEPSI-COLA	POP DELIVERY	3/17/2016 0	N	USD	646.59
0716	39017	HSAC	7711	CH	3	5157	RUCKS MEATS	sausage for pancake breakfast	3/17/2016 0	N	USD	629.50
0716	39025	HSAC	7712	CH	3	5711	RANDY CARLSON	GBB END OF YEAR BANQUET	3/17/2016 0	N	USD	124.46
0716	39025	HSAC	7712	CH	3	5711	RANDY CARLSON	SENIOR NIGHT GIFTS	3/17/2016 0	N	USD	32.00
0716	39025	HSAC	7712	CH	3	5711	RANDY CARLSON	Taylor Mullen Injury Gift	3/17/2016 0	N	USD	27.99
0716	39048	HSAC	7713	CH	3	5186	KWIK TRIP INC	FUNDRAISER - KWIK TRIP CAR WASH CARDS	3/18/2016 0	N	USD	11,500.00
0716	39142	HSAC	7714	CH	3	5805	ECFE	CONCESSIONS FROM BBB 1-25-2016	3/30/2016 0	N	USD	330.00
0716	39140	HSAC	7715	CH	3	5186	KWIK TRIP INC	FUNDRAISER - KWIK TRIP CAR WASH CARDS	3/30/2016 0	N	USD	400.00
0716	39139	HSAC	7716	CH	3	5025	MINNTEX CITRUS, INC.	Fruit	3/30/2016 0	N	USD	2,489.34
0716	39141	HSAC	7717	CH	3	5247	ROSS NELSON	8TH GR REWARD REIMBURSE	3/30/2016 0	N	USD	99.83
<b>Total</b>												<b>20,756.70</b>





# Belle Plain School District

## Solar Opportunity



# Agenda

- ▶ **Who we are**
- ▶ **What we do**
- ▶ **Solar Overview**
- ▶ **Advantages of Solar**
- ▶ **Solar Opportunity**
  - ▶ **Senior High School**
  - ▶ **Chatfield**
  - ▶ **Oak Crest**
- ▶ **LED Lighting**
- ▶ **Summary**
- ▶ **Next steps**
- ▶ **Questions**



# Who we are

- Founded in 2012 by industry veterans
- Over 40 years of industry experience
- Have successfully developed and implemented over \$50 Million in *Self Funding* efficiency projects
- Passionate about making a difference
  - Professionally focused on resource conservation
  - Organizationally focused on making a difference both locally and world wide – Apex Foundation



# What we do

- Work with Client to identify ways to save on Energy and O&M Expenses
- Develop Turn-Key project to implement Facility Improvement Measures (FIM's)
- Provide a Self-Funding solution that provides positive cash flow to the client
- Guaranteed total price of project and Guaranteed Performance so there is NO risk to the District.
- Work with the District on Financing
- Single point of contact and responsibilities
- Leverage the State Statutes with Guaranteed Price and Performance to Procure the project through a design-build process



# Solar overview

- ▶ **January of 2015 Xcel Energy released new solar program**
- ▶ **Meter connected – Rooftop or ground mount**
- ▶ **Xcel incentives – Federal Tax Incentives**
- ▶ **Belle Plaine District gets Xcel Incentives**
- ▶ **Federal tax incentives go to the 3<sup>rd</sup> party investor**
  - ▶ **Federal Investment Tax Credit**
  - ▶ **Accelerated depreciation**
- ▶ **GUARANTEED SAVINGS THROUGH APEX**



# Advantages of Solar

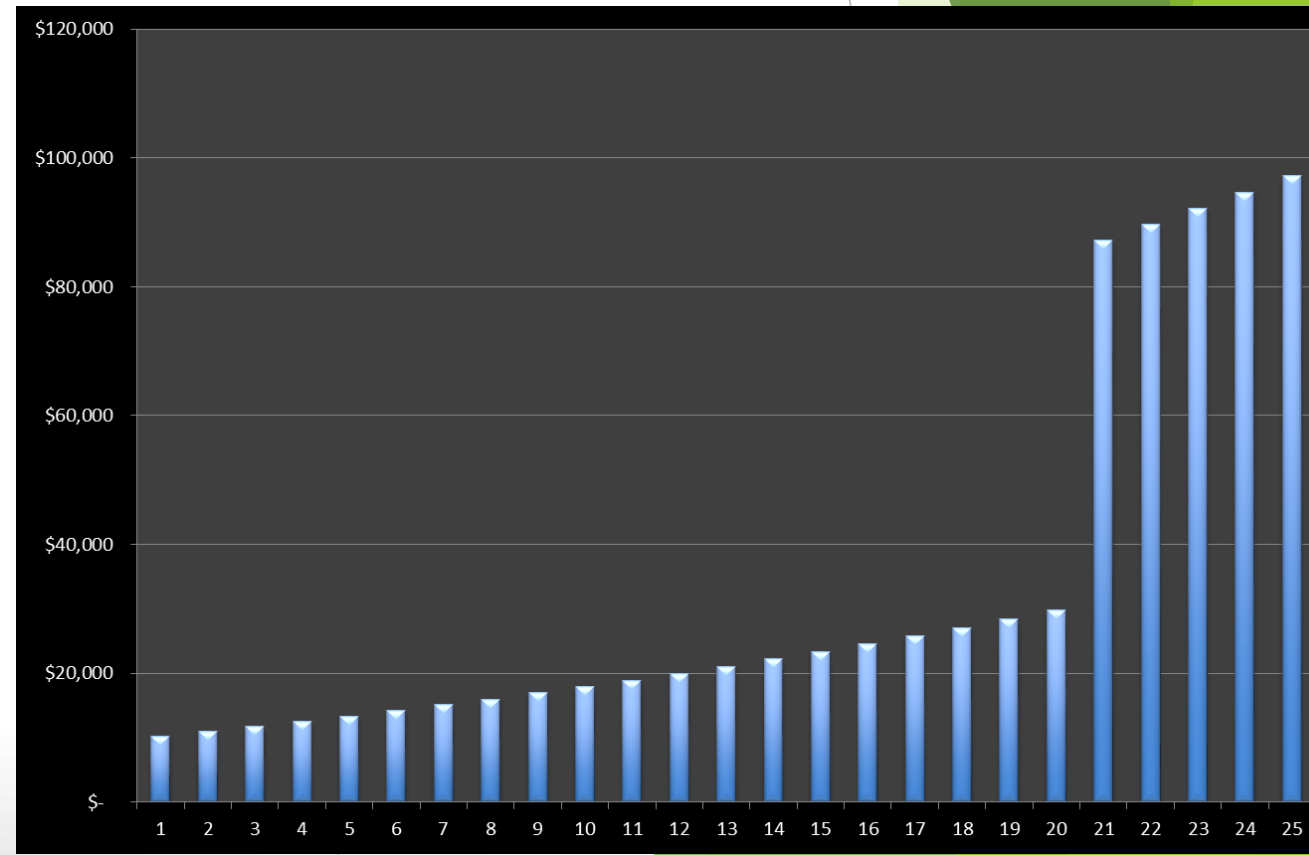
- ▶ Renewable Energy - Savings
- ▶ Ability to add solar curriculum to the district
  - ▶ Small solar “kits” for the classroom
  - ▶ Live real time data from the solar panels
- ▶ Visually displays Fiscal and Environmental Leadership to the community
- ▶ Capacity credits from Xcel Energy
- ▶ Savings can help or fully fund capital needs in District



# Solar opportunities



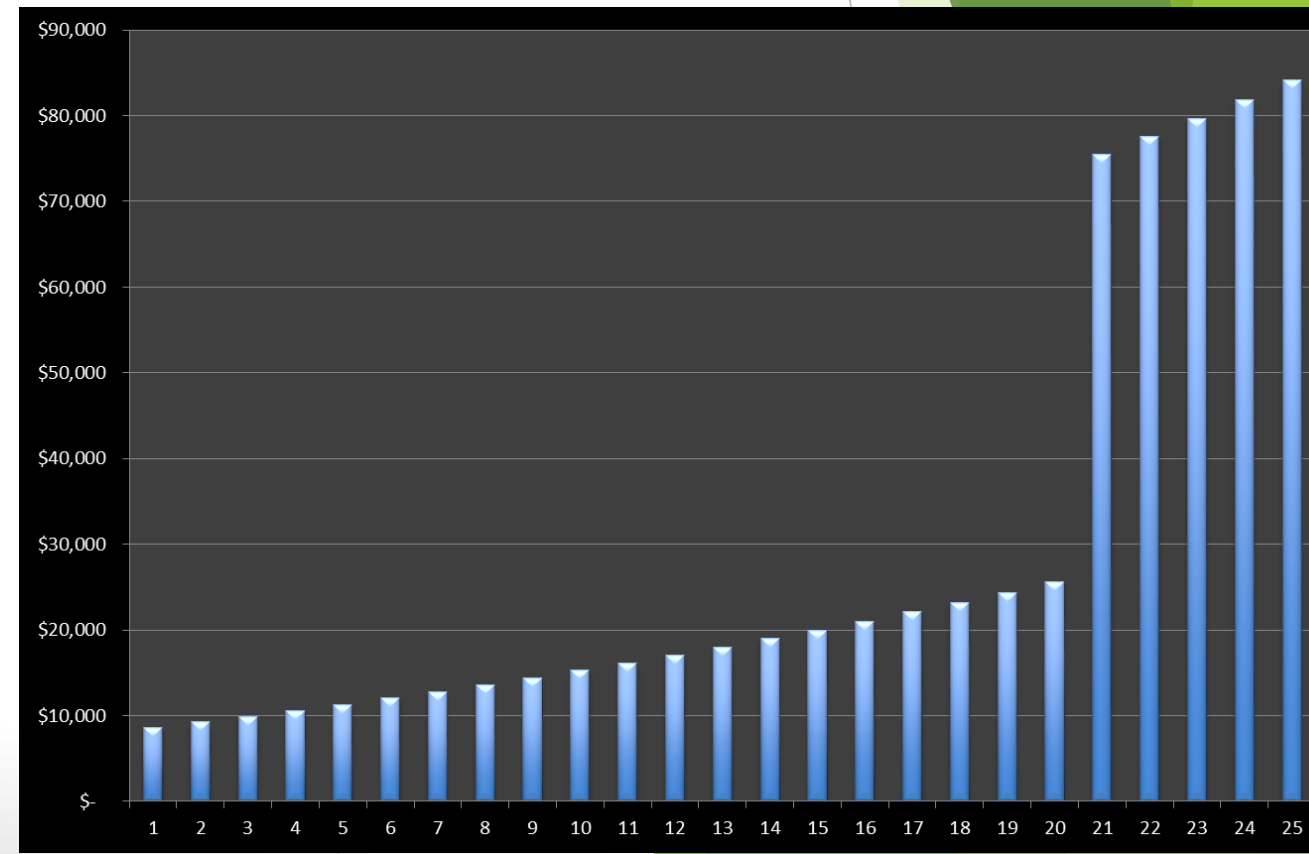
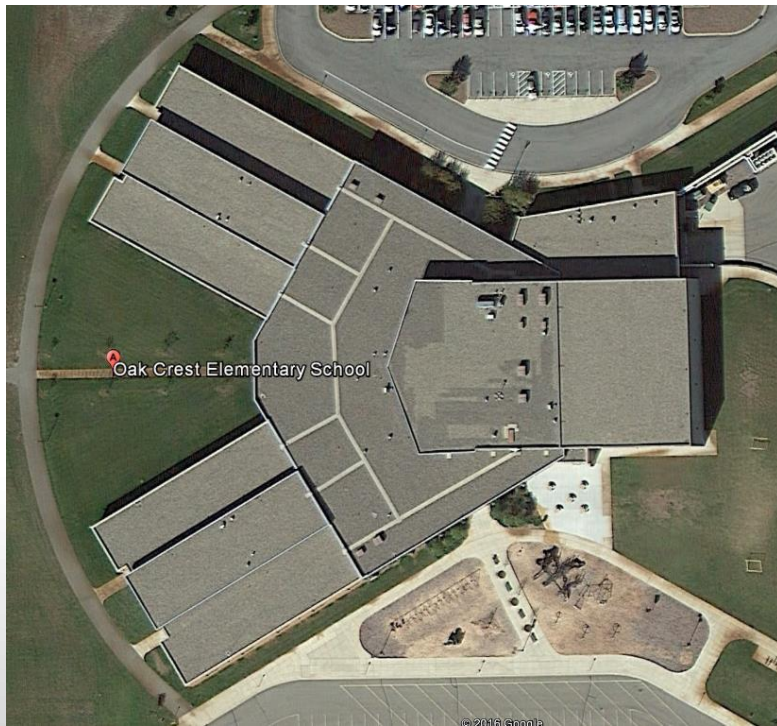
- ▶ **Belle Plaine High School**
  - ▶ **230KW of potential solar opportunity – demand limited**
  - ▶ **Over \$10,000 in positive cash flow first year**
  - ▶ **20 year cumulative cash savings over \$350,000**
  - ▶ **25 year cumulative cash savings over \$800,000**



# Solar opportunities

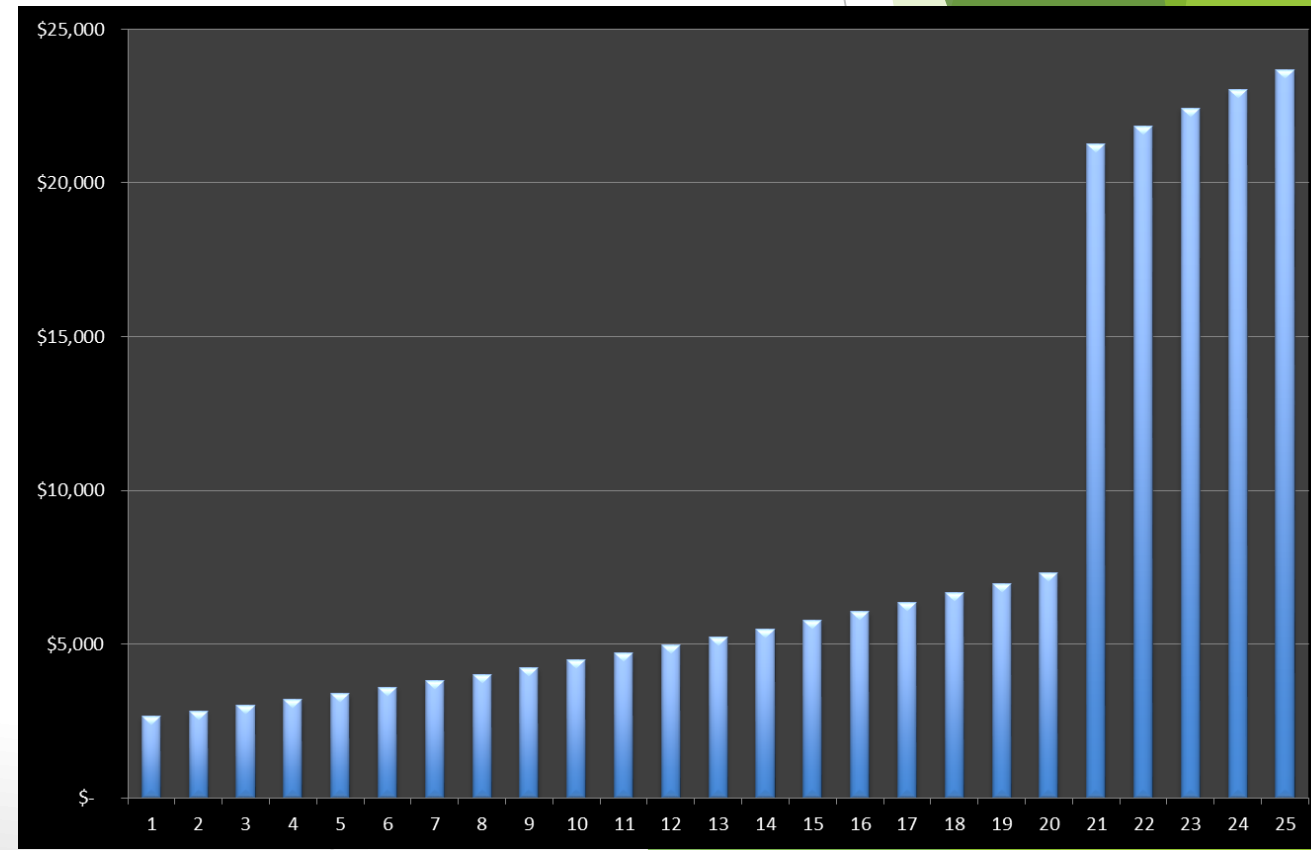
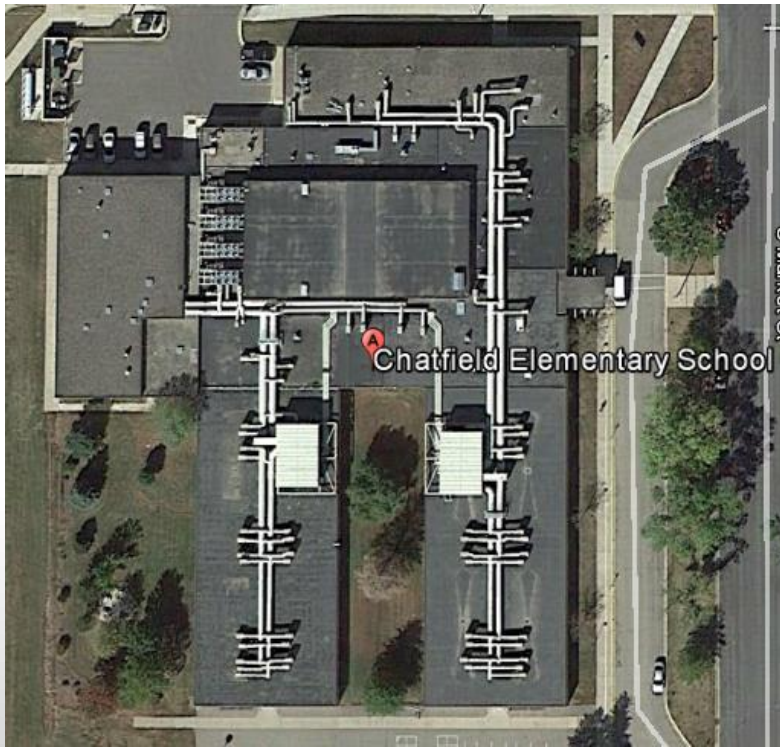


- ▶ **Oak Crest Elementary School**
  - ▶ **200KW of potential solar opportunity – demand limited**
  - ▶ **Almost \$10,000 in positive cash flow first year**
  - ▶ **20 year cumulative cash savings over \$300,000**
  - ▶ **25 year cumulative cash savings over \$700,000**



# Solar opportunities

- ▶ **Chatfield Elementary School**
  - ▶ **70KW of potential solar opportunity – Roof limited**
  - ▶ **Almost \$3,000 in positive cash flow first year**
  - ▶ **20 year cumulative cash savings over \$60,000**
  - ▶ **25 year cumulative cash savings over \$90,000**



# LED Lighting

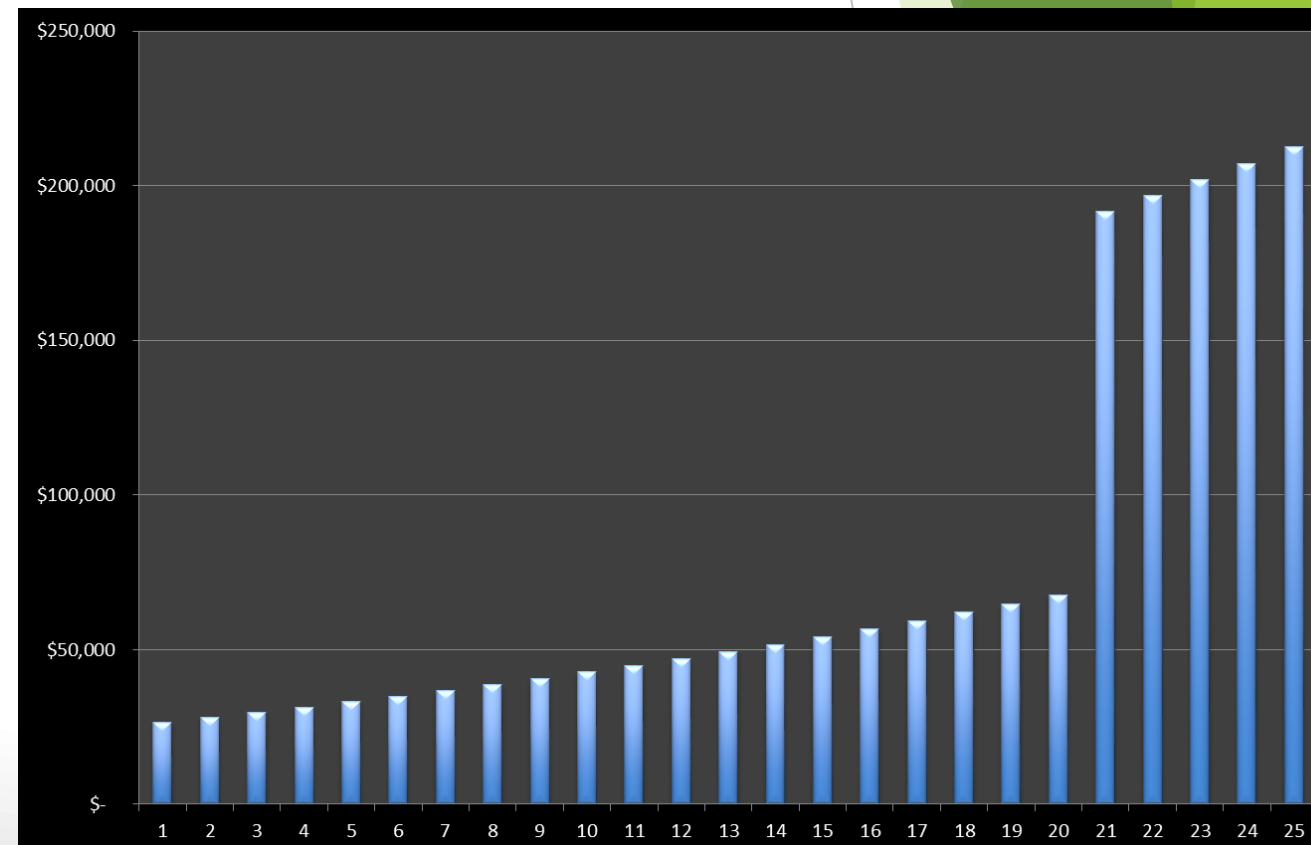
## ▶ Advantages:

- ▶ **Up to 60% in Energy and Operational savings**
- ▶ **20+ year average life**
- ▶ **Better lighting environment**
- ▶ **Utilize EAct (Energy Policy Act) of \$.60 per square foot**
  - ▶ **Share in the savings as an incentive to the district**
  - ▶ **Good through 2016 not sure if it will get extended**



# Summary

- ▶ **Total of ALL Schools**
  - ▶ **500 KW of potential solar opportunity throughout the district**
  - ▶ **About \$30,000 in positive cash flow first year – Std. loan model**
  - ▶ **20 year cumulative cash savings of nearly \$1,000,000**
  - ▶ **25 year cumulative cash savings of nearly \$2,000,000**
- ▶ **Investor Builds, owns and maintains system at their expense**
- ▶ **GUARANTEED SAVINGS THROUGH APEX**
  - ▶ **Leverage state statutes to procure project through Design-Build process**
  - ▶ **Allows District to decide who does the work and what they get**
- ▶ **20 Year Agreement**



# Next Steps



## ▶ **Directed Engineering Study**

- ▶ **Finalize solar sizes**
- ▶ **Finalize LED Lighting**
- ▶ **Finalize solar production**
- ▶ **Design electrical tie-ins**
- ▶ **Determine interconnect with Xcel Energy**
- ▶ **Structural Engineering to verify that the roofs can handle solar panels**
- ▶ **Finalize project scope and costs**
- ▶ **Finalize 3<sup>rd</sup> party tax ownership/investor details**
- ▶ **Develop and finalize other potential Facility Improvement Measures and subcontractor pricing**
- ▶ **Finalize guaranteed costs and savings so Belle Plaine School district has no risk**

# Solar - questions



**Belle Plaine High School  
April 2016  
School Board Report  
Submitted by Chad Eischens**

**Appreciation:**

- Congratulation to Hannah Burmeister for finishing 6<sup>th</sup> place in the Prose category in the state speech meet.
- Thanks go out to Jeff Heine and John Ristved for guiding the robotics team to a successful season. With their knowledge and the financial support of our sponsors robotics continues to grow.
- Spring sports are up and running. For the most part weather has been cooperating.
- The Youth Fair on April 4<sup>th</sup> was a success. Approximately 400 youth and adults attended the event.
- Staff has met with community education baseball and softball coaches to lay out expectations and answer questions.

**Acceleration:**

- Staffing for summer programs is ongoing.

**Anticipation:**

- Scheduling of summer field space is ongoing. Thanks to the baseball and softball association for being good partners in this effort.
- Southwest Metro Community Education Directors meet on April 21<sup>st</sup>.
- The Community Education Advisory Committee will meet on May 10<sup>th</sup>.

**Dave Kreft**  
*Jr High/Sr High Principal*  
**Mindy Chevalier**  
*Assistant Jr High/Sr High Principal*  
**Liann Hanson, Ph.D.**  
*Oak Crest Elementary Principal*  
**Kim DeWitte**  
*Chatfield Elementary Principal*  
**Chad Williams**  
*Special Services Director*



**Ryan Laager, Ed.D., Superintendent**

**Chad Eischens**  
*Activities & Recreation Director*  
**Margot Hansen**  
*Curriculum & Assessment Director*  
**Jeff Heine**  
*Buildings & Grounds Director*  
**Chuck Keller**  
*Business Manager*  
**Ken Wick**  
*IT Director*

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## April Board Report

### Belle Plaine School District #0716 Special Services Department Update:

- Working on updating Special Education Extended School Year Services
  - ESY will be provided from July 11 – August 4
- Completed Monitoring and Compliance self-review process from MDE
  - All files should be released
- Working on paraprofessional staffing for 2015-2016
- Working on budget for 2015-2016 with Business Manager
- Working on ADSIS budget for 2015-2016 and 2016-2017
- Working with BPHS and BPJH staff on scheduling and caseloads
- Preparing for Summer PAES Lab and working on transitioning students into our Transition SOAR Program for 2016-2017 school year.
- Completed all staff and paraprofessional observations for the 2015-2016 school year.
- Held monthly meetings with special education departments, OT and PT, nurses, and SLP staff.
- Attended monthly Regional Director's Meeting on April 8, 2016
- Attended monthly SW Metro Director's Meeting on April 15, 2016

Board Report  
April 21, 2016  
Chatfield Elementary  
Kimberly DeWitte

**Appreciation:**

- Thank you to the Taher and the custodians for setting up for our Bring Someone Special to School For Breakfast Events. The Begindergarten and Kindergarten Breakfast brought in over 350 visitors to our school!
- Thank you to the PTO for sponsoring, "It Works" for the second grade students. The students were able to create and try out their catapults.
- Thank you to the PTO for sponsoring field trips for the Chatfield students. The Kindergarten students enjoyed their day at the Science Musuem in Mankato. The first grade field trip to MN Children's Theatre is on May 21 and the second grade field trip to the MN Zoo is on May 2.
- Thank you to Patti Edberg for Administrative Assistant day on April 27th!

**Acceleration:**

- On April 8th, the elementary staff worked in vertical teams to talk about reading and math standards. The feedback from those meetings was positive and is going to help propel us to move forward with talking more about homework philosophy, grading scale for standards based report cards, ensuring a consistent use of vocabulary for the standards, and an increase of rigor through the grade levels.
- Chatfield teachers in grades 1 and 2 were also involved in conversations around piloting performance based/flex grouping for math during the 16-17 school year. The teams were presented with 3 pilot options. We will meet throughout the 16-17 school year to talk about data, strengths, and concerns of the options and use the information to develop a solid math program for grades 1 and 2 which will be fully implemented during the 17-18 school year.

**Anticipation:**

- All School Morning Meeting on May 6th. The cast from Suessical the Musical will be joining us!
- FAST and AIMS end of the year benchmarking will occur May 9-20th.
- Teacher Appreciation Week is May 2-6
- Kindergarten Music Program is April 29th. 2:15p.m. is the family performance.

**Belle Plaine High School  
School Board Report  
Submitted by Margot Hansen  
April, 2016**

**Appreciation:**

- The MCAs are well underway, and our staff has been very flexible with scheduling make-up tests. In addition, teachers have worked very hard to encourage the students to do their best. It's exciting to see them celebrating hard work.
- All Juniors were offered the opportunity to take a school-wide ACT on April 19, 2016. Students were on time and ready to test. The event went very smoothly thanks to both the students and teachers.

**Acceleration:**

- We are in the process of collecting data from our teachers about the current web-based resources they've had access to this year. Once survey results are complete, we will be able to determine those resources that have been effective, need more attention and training, or perhaps are not worth using in the future.

**Anticipation:**

- Summer curriculum writing will take place in June. Our high school math staff will be spending time identifying a linear, rigorous progression of standards and learning targets addressed in our 7-12 course offerings. Teachers interested in developing a Blended Learning opportunity for students will also be spending time this summer to transition to this new model. Their conversations and preparation will consist of policies, practices, technology, resources, implementation and of course a process for communicating these changes with students and parents. These two groups, as well as our coding instructors and science teachers will be sharing their work with the Board before our 2016-2017 school year begins.

**Board Report**  
**April 25<sup>th</sup>, 2016**  
**Oak Crest Elementary**  
**Liann Hanson**

**Appreciation:**

- **Jump Rope for Heart** Thanks to Ms. Amundson, Ms. Graff, Ms. Young, the 2<sup>nd</sup> grade teachers, and the 3<sup>rd</sup> grade teachers for hosting a fabulous Jump Rope for Heart event on March 16<sup>th</sup>! 2<sup>nd</sup> and 3<sup>rd</sup> grade students jumped their heart out!
- **Math Masters** Thanks to Ms. Murphy for taking our students to the Math Masters Competition! Congratulations to all of students who competed!
- **Math Night** Thanks to Ms. Bungarden and Ms. Brandt for planning a successful math night!

**Acceleration:**

- **Girls ROC!** We continue our Girls ROC! Running club! We have 105 students and 12 staff members participating! We did the Girls on the Run 5K with over 50 people from Belle Plaine participating!
- **ELC Planning** Our 6<sup>th</sup> grade staff hosted 5<sup>th</sup> grade parents and students to start informing them on the ELC Wolf Ridge trip for next year!
- **MCA Testing** We have started our Math and Reading MCA Testing in April. We will finish Science testing at the beginning of May.

**Anticipation**

- **4<sup>th</sup> Grade Musical** Our 4<sup>th</sup> grade students will be performing a musical on Tuesday, May 3<sup>rd</sup> at 7:00 at Oak Crest.
- **DARE Graduation** Our 5<sup>th</sup> grade students will be participating in the DARE Graduation on Wednesday, 10<sup>th</sup> at 9:00 AM.
- **DARE Walk/Run** Oak Crest will also host our DARE Walk/Run 5K on Wednesday, May 10<sup>th</sup> at 12:30 PM.
- **LEAP Ceremony** Our LEAP Ceremony is on Thursday, May 12<sup>th</sup> at 1:45 PM at Oak Crest.
- **6<sup>th</sup> Grade Field Trip** 6<sup>th</sup> grade has a field trip to Fort Snelling on Tuesday, May 3<sup>rd</sup>.
- **Mankato Symphony** We have an all school field trip to the Mankato Symphony on Friday, May 13<sup>th</sup>.
- **5<sup>th</sup> and 6<sup>th</sup> grade Band Concert** Our 5<sup>th</sup> and 6<sup>th</sup> grade band students have a band concert on Monday, May 16<sup>th</sup> at 7:00 PM at Oak Crest.
- **Secretary Luncheon** The elementary secretaries will be treated to a luncheon sponsored by Lifetouch and the South Suburban division of MESPA on Wednesday, April 27<sup>th</sup>. We thank them for all the work they do!
- **Terrific Tiger Breakfast** The Terrific Tiger Breakfast is on Friday, May 15<sup>th</sup> at 7:50 AM for those students who have been named a Terrific Tiger!
- **4<sup>th</sup> Grade Field Trip** Our 4<sup>th</sup> grade students will be taking a field trip to the Ney Center to construct birdhouse on Friday, May 20<sup>th</sup>.
- **ELC Talent Show** Our 5<sup>th</sup> and 6<sup>th</sup> grade students will be hosting the annual Talent Show at Oak Crest on Wednesday, June 1<sup>st</sup> and Thursday, June 2<sup>nd</sup> at 7:00 PM.
- **Track Meet** Our 3<sup>rd</sup> and 4<sup>th</sup> grade students will be participating in a track meet on Wednesday, June 1<sup>st</sup>.
- **3<sup>rd</sup> Grade Orientation** 2<sup>nd</sup> grade students and parents are invited to Oak Crest on Monday, June 6<sup>th</sup> at 6:00 PM to learn about Oak Crest, 3<sup>rd</sup> grade, and its teachers.
- **Skateville** 5<sup>th</sup> and 6<sup>th</sup> grade students will be heading to Skateville on Tuesday June 7<sup>th</sup>.
- **Track Meet** Our 5<sup>th</sup> and 6<sup>th</sup> grade students will also be participating in a track meet on Wednesday, June 8<sup>th</sup>.
- **6<sup>th</sup> Grade Graduation** Our 6<sup>th</sup> graders will graduate from Oak Crest on our last day of school, Thursday, June 9<sup>th</sup> at 9:00 AM.

**Belle Plaine High School**  
**School Board Report**  
**Submitted by Dave Kreft and Mindy Chevalier**  
**April, 2016**

**Appreciation:**

- The ACT test is complete, with our juniors taking it on April 19th. The successful execution of the test requires significant flexibility with our staff and students. We are able to close off an entire wing of our school to allow for a quiet testing environment. Our junior representatives decided on the snacks and food for the day, with Taher providing the breakfast and Annie's providing lunch. All of our students were on time, with testing starting promptly at 8:00. Thanks to all of those who made it a successful day! Our MCA testing continues this month and for a bit into May. All of our staff are to be commended for creating a supportive testing environment.
- The weight room is nearly complete! We had some flooring on back order, which should be here shortly. The equipment is in and we are experimenting with different layouts. Since we have met our funding goal, we have had more organization step forward to pledge funds - what great support!
- The Junior High Student Council has been hosting activity nights for close to 10 years. Ross Nelson, our JH Student Council advisor, has 33 students that take part in Student Council! Activity Night on April 8th was very well attended and was a Neon Glow theme! Students had the opportunity to play volleyball, basketball, dodgeball, Xbox, Nintendo, Garage Band, dance to a DJ, play Bingo, play board games, Bags or Giant Jenga! This is a reward for staying current with their homework and doing well in their classes!

**Acceleration:**

- We had a workshop day for staff members on April 8th. We (Margot Hanson, Mindy Chevalier, Dave Kreft) met with each department to discuss their unique progress in PLCs. We discussed different types of formative assessment, to help insure student understanding, and analyzed what a grade book can look like in a standards based grading system. Each conversation was different, as different approaches resonate with each department. The conversation with administration and the follow up conversations with their team will lead us into our workshop focus for next fall. I appreciate how so many staff members are willing to try things, reflect on it, plan again, and try again. They learn from the experience and so do their colleagues.
- We are in the midst of developing the master schedule for 2016-17. We have taken a team approach to analyzing the best fit for our staff and students as we generate the schedule. The input and "sets of eyes" that we have from staff member, Teri Kiewatt, Laurie Green, Margot Hanson, and Mindy Chevalier have been very valuable.

**Anticipation:**

- Prom is right around the corner! May 7th is the day with the dance taking place in Arlington and post prom taking place back in Belle Plaine. This will be the last prom lead by Lyle Noah, who has been at the helm for over 25 years! He has done such a nice job of collecting student input to make the night memorable, affordable, and safe for our students. This year's theme is "Under the Sea."
- The Senior High Art Show is May 11th-13th, with the Pops Concert taking place on the night of May 13th. This is the second year that we have done one night of the Pops Concert, as it is challenging to devote two nights in the spring to the event. As always, the event is bound to a wonderful celebration of the arts!
- Our "brand" is nearly complete . . . stay tuned . . . it should be unveiled at the next board meeting.

CERTIFICATION OF MINUTES RELATING TO \$2,970,000 GENERAL  
OBLIGATION ALTERNATIVE FACILITIES REFUNDING BONDS, SERIES 2016A

Issuer: Independent School District No. 716 (Belle Plaine), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on April 25, 2016 at 6:00 p.m., at the School District offices.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO \$2,970,000 GENERAL OBLIGATION  
ALTERNATIVE FACILITIES REFUNDING BONDS, SERIES 2016A;  
AUTHORIZING THE ISSUANCE, AWARDED THE SALE, PRESCRIBING  
THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT  
THEREOF

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the bonds 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 bonds; 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 25<sup>th</sup> day of April, 2016.

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School District Clerk

It was reported that six (6) sealed proposals for the purchase of General Obligation Alternative Facilities Refunding Bonds, Series 2016A were received prior to 10:00 a.m., pursuant to the Official Statement distributed to potential purchasers of the Bonds by Springsted Incorporated, independent financial advisor to the District. The proposals have been publicly opened, read and tabulated and were found to be as follows:

(See Attached)



Springsted Incorporated  
 380 Jackson Street, Suite 300  
 Saint Paul, MN 55101-2887  
 Tel: 651-223-3000  
 Fax: 651-223-3002  
 Email: advisors@springsted.com  
 www.springsted.com

\$3,110,000<sup>(a)</sup>

INDEPENDENT SCHOOL DISTRICT NO. 716, BELLE PLAINE, MINNESOTA  
 GENERAL OBLIGATION ALTERNATIVE FACILITIES REFUNDING BONDS, SERIES 2016A  
 (MINNESOTA SCHOOL DISTRICT CREDIT ENHANCEMENT PROGRAM)

(BOOK ENTRY ONLY)

AWARD: PIPER JAFFRAY & CO.

SALE: April 25, 2016 Standard & Poor's Rating: AA+  
 Standard & Poor's Underlying Rating: A+

Bidder	Interest Rates		Price	Net Interest Cost	True Interest Rate
PIPER JAFFRAY & CO.	3.00%	2020-2025	\$3,253,946.20 <sup>(b)</sup>	\$520,932.27 <sup>(b)</sup>	1.7683% <sup>(b)</sup>
	2.00%	2026-2030			
RAYMOND JAMES & ASSOCIATES, INC.	2.00%	2020-2030	\$3,147,361.05	\$538,869.51	1.8566%
UMB BANK, NATIONAL ASSOCIATION	2.00%	2020-2024	\$3,231,430.75	\$551,047.10	1.8632%
	2.25%	2025-2026			
	2.35%	2027			
	2.45%	2028			
	2.55%	2029-2030			

<sup>(a)</sup> Subsequent to bid opening, the issue size decreased from \$3,110,000 to \$2,970,000.

<sup>(b)</sup> Subsequent to bid opening, the price, net interest cost, and true interest rate have changed to \$3,104,846.46, \$504,511.87, and 1.7744%, respectively.

Public Sector Advisors

Bidder	Interest Rates	Price	Net Interest Cost	True Interest Rate
ROBERT W. BAIRD & CO., INC.	2.00% 2020-2029	\$3,150,668.15	\$548,387.93	1.8869%
C.L. KING & ASSOCIATES	2.25% 2030			
CRONIN & CO., INC.				
VINING-SPARKS IBG, LIMITED PARTNERSHIP				
EDWARD JONES				
SAMCO CAPITAL MARKETS				
COASTAL SECURITIES, INC.				
WNJ CAPITAL				
CREWS & ASSOCIATES, INC.				
DAVENPORT & CO. LLC				
DUNCAN-WILLIAMS, INC.				
ROSS, SINCLAIRE & ASSOCIATES, LLC				
DOUGHERTY & COMPANY, LLC				
LOOP CAPITAL MARKETS				
COUNTRY CLUB BANK				
OPPENHEIMER & CO.				
SUMRIDGE PARTNERS				
R. SEELAUS & COMPANY., INC.				
SIERRA PACIFIC SECURITIES				
ISAAK BOND INVESTMENTS, INC.				
ALAMO CAPITAL				
IFS SECURITIES				
RAFFERTY CAPITAL MARKETS				
W.H. MELL ASSOCIATES				
WAYNE HUMMER & CO.				
CANTOR FITZGERALD & CO.	2.00% 2020-2028	\$3,160,238.05	\$563,056.05	1.9316%
CITIGROUP GLOBAL MARKETS, INC.	2.25% 2029-2029 2.50% 2030			
STIFEL, NICOLAUS & CO., INC.	3.00% 2020-2025 2.00% 2026-2028 2.125% 2029 2.25% 2030	\$3,222,704.70	\$570,705.54	1.9469%

REOFFERING SCHEDULE OF THE PURCHASER

<u>Rate</u>	<u>Year</u>	<u>Yield</u>
3.00%	2020	1.00%
3.00%	2021	1.10%
3.00%	2022	1.25%
3.00%	2023	1.35%
3.00%	2024	1.45%
3.00%	2025	1.50%
2.00%	2026	1.60%
2.00%	2027	1.70%
2.00%	2028	1.80%
2.00%	2029	1.90%
2.00%	2030	Par

BBI: 3.28%  
Average Maturity: 9.264 Years

Member \_\_\_\_\_ introduced the following resolution (the Resolution) and moved its adoption, which motion was seconded by Member \_\_\_\_\_:

RESOLUTION RELATING TO \$2,970,000 GENERAL OBLIGATION  
ALTERNATIVE FACILITIES REFUNDING BONDS, SERIES 2016A;  
AUTHORIZING THE ISSUANCE, AWARDING THE SALE, PRESCRIBING  
THE FORM AND DETAILS AND PROVIDING FOR THE PAYMENT  
THEREOF

BE IT RESOLVED by the School Board (the Board) of Independent School District No. 716 (Belle Plaine), Minnesota (the District), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.01. Authorization. This Board, by resolution adopted on March 28, 2016, authorized the issuance and sale of its General Obligation Alternative Facilities Refunding Bonds, Series 2016A (the Bonds), in the aggregate principal amount of \$3,110,000 subject to adjustment in accordance with the Terms of Proposal. The proceeds of the Bonds will be used, together with any additional funds of the District which might be required, to refund in advance of maturity and prepay on February 1, 2019 (the Crossover Date), the 2020 through 2030 maturities aggregating \$2,935,000 in principal amount, of the District's outstanding \$3,975,000 General Obligation Alternative Facilities Bonds, Series 2009A, originally dated as of July 15, 2009 (the Refunded Bonds), in a "crossover refunding" as defined in Minnesota Statutes, Section 475.67, Subdivision 13. The purpose of refunding the Refunded Bonds is to achieve debt service savings.

1.02. Sale. The District has retained Springsted Incorporated, in St. Paul, Minnesota, as independent financial advisor, in connection with the sale of the Bonds. Pursuant to the Official Statement prepared on behalf of the District by Springsted Incorporated, sealed proposals for the purchase of the Bonds were received at or before the time specified for receipt of proposals. The proposals have been opened, publicly read and considered and the purchase price, interest rates and net interest cost under the terms of each proposal have been determined. The most favorable proposal received is that of Piper Jaffray & Co., in Minneapolis, Minnesota (the Purchaser), to purchase the Bonds at a price of 3,104,846.46 plus accrued interest on all Bonds to the day of delivery and payment, on the further terms and conditions hereinafter set forth.

1.03. Award. The sale of the Bonds is hereby awarded to the Purchaser, and the Chairperson and Clerk are hereby authorized and directed on behalf of the District to execute a contract for the sale of the Bonds in accordance with the terms of the proposal. The good faith deposit of the Purchaser shall be retained and deposited by the District until the Bonds have been delivered, and shall be deducted from the purchase price paid at settlement. Any good faith deposit of other bidders shall be returned to them forthwith.

1.04. Savings. It is hereby determined that:

(a) by the issuance of the Bonds the District will realize a substantial interest rate reduction, a gross savings of approximately \$396,431.34 and a present value savings (using the yield on the Bonds, computed in accordance with Section 148 of the Internal Revenue Code of 1986, as amended (the Code), as the discount factor) of approximately \$360,783.15;

(b) as of the Crossover Date, the present value of the debt service on the Bonds, computed to their stated maturity dates, after deducting any premium, is at least 3% lower than the sum of (i) the present value of the debt service on the Refunded Bonds, computed to their stated maturity dates, plus (ii) any expenses of the refunding payable from a source other than the proceeds of the Bonds or investment earnings thereon, using the yield of the Bonds as the discount rate.

**SECTION 2. BOND TERMS; REGISTRATION; EXECUTION AND DELIVERY.**

2.01. Issuance of Bonds. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done prior to the issuance of the Bonds having been done, existing and having happened, it is necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to issue the Bonds forthwith.

2.02. Maturities, Interest Rates and Denominations. The Bonds shall be originally dated as of May 26, 2016, shall be in denominations of \$5,000 or any integral multiple thereof of single maturities, shall mature on February 1 in the years and amounts stated below and shall bear interest from date of issue until paid or duly called for redemption at the annual rates set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Rate</u>
2020	\$200,000	3.00%	2026	\$245,000	2.00%
2021	210,000	3.00	2027	340,000	2.00
2022	215,000	3.00	2028	345,000	2.00
2023	225,000	3.00	2029	355,000	2.00
2024	230,000	3.00	2030	365,000	2.00
2025	240,000	3.00			

For purposes of complying with the maturity provisions of Minnesota Statutes, Section 475.54, Subdivision 1, the maturity schedule for the Bonds is being combined with the maturity schedule for the unrefunded portion of District’s \$3,975,000 General Obligation Alternative Facilities Bonds, Series 2009A.

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

interest shall be payable in accordance with the operational arrangements of the securities depository.

2.03. Dates and Interest Payment Dates. Upon initial delivery of the Bonds pursuant to Section 2.07 and upon any subsequent transfer or exchange pursuant to Section 2.06, the date of authentication shall be noted on each Bond so delivered, exchanged or transferred. The interest on the Bonds shall be payable on February 1 and August 1, commencing February 1, 2017, to the owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.04. Redemption. The Bonds maturing on or after February 1, 2026 shall be subject to redemption and prepayment at the option of the District, in whole or in part, in such order as the District shall determine and within a maturity by lot as selected by the Registrar in multiples of \$5,000, on February 1, 2025, and on any date thereafter, at a price equal to the principal amount thereof and accrued interest to the date of redemption. The Clerk shall cause notice of the call for redemption thereof to be published as required by law and, at least thirty (30) days prior to the designated redemption date, shall cause notice of the call for redemption to be mailed, by first class mail, to the registered owners of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 2.06 hereof but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

2.05. Appointment of Initial Registrar. The District hereby appoints U.S. Bank National Association, in St. Paul, Minnesota, as the initial bond registrar, transfer agent and paying agent (the Registrar). The Chairperson and the Clerk are authorized to execute and deliver, on behalf of the District, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, such corporation shall be authorized to act as successor Registrar. The District agrees to pay the reasonable and customary charges of the Registrar for the services performed. The District reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar shall deliver all cash and Bonds in its possession to the successor Registrar and shall deliver the bond register to the successor Registrar.

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

(a) Register. The Registrar shall keep at its principal corporate trust office a bond register in which the Registrar shall provide for the registration of ownership of Bonds

and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

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

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

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

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

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

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

(h) Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such

Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the District and the Registrar shall be named as obligees. All Bonds so surrendered to the Registrar shall be canceled by it and evidence of such cancellation shall be given to the District. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment.

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

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

2.07. Execution; Authentication and Delivery. The Bonds shall be prepared under the direction of the Clerk and shall be executed on behalf of the District by the signatures of the Chairperson and the Clerk, provided that all signatures may be printed, engraved, or lithographed facsimiles of the originals. In case any officer whose signature, or a facsimile of whose signature, shall appear on the Bonds shall cease to be such officer before the delivery of any Bond, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Notwithstanding such execution, no Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on such Bond has been duly executed by the manual signature of the Registrar. The executed certificate of authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so delivered and authenticated, they shall be delivered by the Clerk to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser shall not be obligated to see to the application of the purchase price.

2.08. Securities Depository. (a) For purposes of this section the following terms shall have the following meanings:

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

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

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

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

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

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

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

discharging its responsibilities with respect thereto under applicable law. In such event the Bonds will be transferable in accordance with paragraph (e) hereof.

(d) The execution and delivery of the Representation Letter to DTC by the Chairperson or Clerk, if not previously filed with DTC, is hereby authorized and directed.

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

SECTION 3. FORM OF BONDS. The Bonds shall be prepared in substantially the following form:

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
SCOTT, CARVER, SIBLEY AND LE SUEUR COUNTIES

INDEPENDENT SCHOOL DISTRICT NO. 716 (BELLE PLAINE)

GENERAL OBLIGATION ALTERNATIVE FACILITIES REFUNDING BOND, SERIES  
2016A

R-\_\_\_\_ \$\_\_\_\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
___%	February 1, 20__	May 26, 2016	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: THOUSAND DOLLARS

INDEPENDENT SCHOOL DISTRICT NO. 716 (BELLE PLAINE), SCOTT, CARVER, SIBLEY AND LE SUEUR COUNTIES, STATE OF MINNESOTA (the District), acknowledges itself to be indebted and for value received hereby promises to pay to the registered owner specified above, or registered assigns, the principal sum specified above on the maturity date specified above, and to pay interest thereon from the date of original issue specified above, or from the most recent interest payment date to which interest has been paid or duly provided for, at the annual rate specified above, payable on February 1 and August 1 in each year, commencing February 1, 2017 to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month, all subject to the provisions referred to herein with respect to the redemption of the principal of this Bond prior to its stated maturity. The interest hereon and, upon presentation and surrender hereof at the principal office of the Registrar described below, the principal hereof, are payable in lawful money of the United States of America by check or draft drawn on U.S. Bank National Association, in St. Paul, Minnesota, as bond registrar, transfer agent and paying agent, or its successor designated under the resolution described herein (the Registrar). For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the District have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$2,970,000 (the Bonds), issued by the District to provide funds to refund certain outstanding general obligation alternative facilities bonds of the District, and is issued pursuant to and in full conformity with a resolution adopted by the School Board on April 25, 2016 (the Resolution), pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling, including Minnesota Statutes, Chapter 475. The Bonds are issuable only in fully registered form, in denominations of \$5,000 or any integral multiple thereof, of single maturities.

Bonds maturing on or after February 1, 2026 are each subject to redemption and prepayment at the option of the District, in whole or in part, in such order as the District shall determine and, within a maturity, by lot as selected by the Registrar in multiples of \$5,000, on February 1, 2025, and on any date thereafter, at a price equal to the principal amount thereof plus interest accrued to the date of redemption. The District will cause notice of the call for redemption to be published as required by law and, at least thirty (30) days prior to the designated redemption date, will cause notice of the call thereof to be mailed by first class mail to the registered owner of any Bond to be redeemed at the owner's address as it appears on the bond register maintained by the Registrar, but no defect in or failure to give such mailed notice of redemption shall affect the validity of proceedings for the redemption of any Bond not affected by such defect or failure. Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the District shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the registered owner without charge, representing the remaining principal amount outstanding.

The Bonds have been designated by the District as "qualified tax-exempt obligations" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

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

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

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

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done,

to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the District in accordance with its terms, have been done, do exist, have happened and have been performed as so required; that the Bonds are payable from a separate debt redemption fund of the District and from certain investment earnings on the proceeds of the Bonds and ad valorem taxes on all taxable property in the District, which will be collectible in the years and in amounts sufficient to produce sums not less than five percent in excess of the principal of and interest on the Bonds when due, and has appropriated such investment earnings and ad valorem taxes to its General Obligation Alternative Facilities Refunding Bonds, Series 2016A Debt Service Fund for the payment of principal and interest; that if necessary for payment of principal and interest, ad valorem taxes are required to be levied upon all taxable property in the District, without limitation as to rate or amount; and that the issuance of this Bond, together with all other indebtedness of the District outstanding on the date hereof and on the date of its actual issuance and delivery, does not cause the indebtedness of the District to exceed any constitutional or statutory limitation of indebtedness.

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

IN WITNESS WHEREOF, Independent School District No. 716 (Belle Plaine), Scott, Carver, Sibley and Le Sueur Counties, State of Minnesota, by its School Board, has caused this Bond to be executed on its behalf by the facsimile signatures of the Chairperson and Clerk.

INDEPENDENT SCHOOL DISTRICT NO. 716  
(BELLE PLAINE), MINNESOTA

(Facsimile Signature - Clerk)

(Facsimile Signature - Chairperson)

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication: \_\_\_\_\_

U.S. BANK NATIONAL ASSOCIATION,  
as Registrar

By \_\_\_\_\_  
Authorized Representative

\_\_\_\_\_



escrow account, (i) to pay all interest to become due on the Bonds to and including the Crossover Date, and (ii) to pay and redeem the Refunded Bonds on the Crossover Date; (b) \$50,004.79 shall be used to pay issuance expenses of the Bonds; and (c) \$0 shall be deposited in the Debt Service Fund created pursuant to Section 4 hereof. The Chairperson and Clerk are hereby authorized to enter into an Escrow Agreement with the Escrow Agent establishing the terms and conditions for the escrow account in accordance with Minnesota Statutes, Section 475.67.

**SECTION 5. DEBT SERVICE FUND AND TAX LEVIES.**

5.01. General Obligation Alternative Facilities Refunding Bonds, Series 2016A Debt Service Fund. The Bonds shall be payable from a separate General Obligation Alternative Facilities Refunding Bonds, Series 2016A Debt Service Fund (the Debt Service Fund) which shall be created and maintained on the books of the District as a separate debt redemption fund until the Bonds, and all interest thereon, are fully paid. All interest earned on the investments held in the escrow account established in Section 4 to and including the Crossover Date, and all ad valorem taxes levied and collected as hereinafter specified, shall be credited to the Debt Service Fund, as well as any other funds appropriated by the Board for the payment of the Bonds. If any payment of principal of and interest on the Bonds shall become due when there is not sufficient money in the Debt Service Fund to make such payment, the Clerk shall pay the same from any other available fund of the District, and such other fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of the Bonds when available.

5.02. 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, credit and taxing power of the District shall be and are hereby irrevocably pledged. To provide moneys for the payment of principal of and interest on the Bonds as required by Minnesota Statutes, Section 475.61, Subdivision 1, there is hereby levied on all taxable property in the District a direct, annual ad valorem tax which shall be spread upon the tax rolls for collection in the years and amounts as follows, as a part of other general taxes of the District, as follows:

<u>Levy Years</u>	<u>Collection Years</u>	<u>Amount</u>
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(See attached levy computation)

The taxes shall be irrevocable as long as any of the Bonds are outstanding and unpaid; provided that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61. It is estimated that the ad valorem taxes will be collected in amounts not less than five percent in excess of the annual principal and interest requirements of the Bonds. If, as of the date tax levies are certified in any year, the sum of the balance in the Debt Service Fund plus any ad valorem taxes theretofore levied for the payment of Bonds payable therefrom and collectible through the end of the following calendar year is not sufficient to pay when due all principal and interest to become due on all Bonds payable therefrom in said following calendar year, or the Debt Service Fund has incurred a deficiency in the manner provided in Section 5.01, an additional direct, irrevocable, ad valorem tax shall be levied on all taxable property within the corporate limits of the District for the purpose of

restoring such accumulated or anticipated deficiency in accordance with the provisions of this resolution.

5.03. Debt Service Fund Balance Restriction. In order to ensure compliance with the Code, and applicable Treasury Regulations (the Regulations), upon allocation of any funds to the Debt Service Fund, the balance then on hand in the Fund shall be ascertained. If it exceeds the amount of principal and interest on the Bonds to become due and payable through February 1 next following, plus a reasonable carryover equal to 1/12th of the debt service due in the following bond year, the excess shall (unless an opinion is otherwise received from bond counsel) be used to prepay or purchase Bonds, or invested at a yield which does not exceed the yield on the Bonds calculated in accordance with Section 148 of the Code.

SECTION 6. DEFEASANCE. When all of the Bonds have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the registered owners of the Bonds shall cease. The District may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full; or, if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The District may also discharge its obligations with respect to any prepayable Bonds called for redemption on any date when they are prepayable according to their terms, by depositing with the Registrar on or before that date an amount equal to the principal, interest and redemption premium, if any, which are then due, provided that notice of such redemption has been duly given as provided herein. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a bank qualified by law as an escrow agent for this purpose, cash or securities which are authorized by law to be so deposited, bearing interest payable at such time and at such rates and maturing or callable at the holder's option on such dates as shall be required to pay all principal and interest to become due thereon to maturity or earlier designated redemption date. Provided, however, that if such deposit is made more than ninety days before the maturity date or specified redemption date of the Bonds to be discharged, the District shall have received a written opinion of Bond Counsel to the effect that such deposit does not adversely affect the exemption of interest on any Bonds from federal income taxation and a written report of an accountant or investment banking firm verifying that the deposit is sufficient to pay when due all of the principal and interest on the Bonds to be discharged on and before their maturity dates or earlier designated redemption date.

#### SECTION 7. CERTIFICATION OF PROCEEDINGS.

7.01. Filing with County Auditors. The Clerk is hereby authorized and directed to file with the County Auditors of Scott, Carver, Sibley and Le Sueur Counties, a certified copy of this resolution together with such other information as the County Auditors shall require and to obtain from the County Auditors a certificate that the Bonds have been entered upon the bond registers and that the tax for the payment of the Bonds has been levied as required by law.

7.02. Certification of Proceedings. The officers of the District and the County Auditors are hereby authorized and directed to prepare and furnish to the Purchaser and to Dorsey & Whitney LLP, Bond Counsel, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of the Bonds as they appear from the books and records under the officer's custody and control or as otherwise known to the them. All such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District to the correctness of all statements contained herein.

7.03. Official Statement. The Preliminary Official Statement relating to the Bonds, as of its date April 5, 2016, prepared and distributed by Springsted Incorporated, the financial advisor to the District, is hereby approved. Springsted Incorporated, is hereby authorized on behalf of the District to prepare and distribute to the Purchaser within seven business days from the date hereof, a Final Official Statement listing the offering price, the interest rates, selling compensation, delivery date, the underwriters and such other information relating to the Bonds required to be included in the Official Statement by Rule 15c2-12 adopted by the Securities and Exchange Commission (the SEC) under the Securities Exchange Act of 1934. The officers of the District are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency of the Official Statement.

## SECTION 8. TAX COVENANTS, ARBITRAGE MATTERS, AND CONTINUING DISCLOSURE.

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

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

8.03. Arbitrage Rebate Exemption. (a) It is hereby found that the District has general taxing powers, that no Bond is a “private activity bond” within the meaning of Section 141 of the Code, that 95% or more of the net proceeds of the Bonds are to be used for local governmental activities of the District, and that the aggregate face amount of all tax-exempt obligations (other than “private activity bonds”) issued by the District and all subordinate entities thereof during calendar year 2016 is not reasonably expected to exceed \$15,000,000 (of which at least \$10,000,000 in face amount must be used to finance or refinance the construction of public school facilities). Therefore, pursuant to Sections 148(f)(4)(D)(i), 148(f)(4)(D)(v) and 148(f)(4)(D)(vii) of the Code, the District shall not be required to comply with the arbitrage rebate requirements of paragraphs (2) and (3) of Section 148(f) of the Code.

(b) If, notwithstanding the provisions of paragraph (a) of this Section 8.03, the arbitrage rebate provisions of Section 148(f) of the Code apply to the Bonds, the District hereby covenants and agree to make the determinations, retain records and rebate to the United States the amounts at the times and in the manner required by said Section 148(f).

8.04. Qualified Tax-Exempt Obligations. The Board hereby designates Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of qualified tax-exempt obligations, which are not private activity bonds (not treating qualified 501(c)(3) bonds under Section 145 of the Code as private activity bonds for the purpose of this representation) which will be issued by the District and all subordinate entities during calendar year 2016 does not exceed \$10,000,000.

8.05. Continuing Disclosure. (a) Purpose and Beneficiaries. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Bonds to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Bonds, the District hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Bonds. The District is the only obligated person in respect of the Bonds within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. If the District fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any outstanding Bonds, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Bonds or under any other provision of this resolution. As used in this section, Owner or Bondowner means, in respect of a Bond, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in

respect of a Bond, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Bond (including persons or entities holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Bond for federal income tax purposes.

(b) Information To Be Disclosed. The District will provide, in the manner set forth in subsection (c) hereof, either directly or indirectly through an agent designated by the District, the following information at the following times:

- (1) on or before twelve (12) months after the end of each fiscal year of the District, commencing with the fiscal year ending June 30, 2016, the following financial information and operating data in respect of the District (the Disclosure Information):
  - (A) the audited financial statements of the District for such fiscal year, prepared in accordance with generally accepted accounting principles in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the District, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the District; and
  - (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under the headings: District Property Values; District Indebtedness; District Tax Rates, and Levies and Collections, which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the District shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the District shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been submitted to the Municipal Securities Rulemaking Board (the MSRB) through its Electronic Municipal Market Access System (EMMA) or the SEC. The District shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the District have materially changed or been discontinued, such Disclosure Information need no longer be provided if the District includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other District operations in respect of which data is not included in the Disclosure Information and the District determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure

Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the District shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner, not in excess of 10 business days, to the MSRB through EMMA, notice of the occurrence of any of the following events (each a “Material Fact,” as hereinafter defined):
  - (A) principal and interest payment delinquencies;
  - (B) non-payment related defaults, if material;
  - (C) unscheduled draws on debt service reserves reflecting financial difficulties;
  - (D) unscheduled draws on credit enhancements reflecting financial difficulties;
  - (E) substitution of credit or liquidity providers, or their failure to perform;
  - (F) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
  - (G) modifications to rights of Bond holders, if material;
  - (H) Bond calls, if material and tender offers;
  - (I) defeasances;
  - (J) release, substitution, or sale of property securing repayment of the Bonds if material;
  - (K) rating changes;
  - (L) bankruptcy, insolvency, receivership, or similar event of the obligated person;
  - (M) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
  - (N) appointment of a successor or additional trustee or the change of name of a trustee, if material.

As used herein, for those events that must be reported if material, a “Material Fact” is a fact as to which a substantial likelihood exists that a reasonably prudent investor would attach importance thereto in deciding to buy, hold or sell a Bond or, if not disclosed, would significantly alter the total information otherwise available to an investor from the Official Statement, information disclosed hereunder or information generally available to the public. Notwithstanding the foregoing sentence, a Material Fact is also a fact that would be deemed material for purposes of the purchase, holding or sale of a Bond within the meaning of applicable federal securities laws, as interpreted at the time of discovery of the occurrence of the event.

For the purposes of the event identified in (L) hereinabove, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for an obligated person in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the obligated person, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the obligated person.

- (3) In a timely manner, to the MSRB through EMMA, notice of the occurrence of any of the following events or conditions:
  - (A) the failure of the District to provide the Disclosure Information required under paragraph (b)(1) at the time specified thereunder;
  - (B) the amendment or supplementing of this section pursuant to subsection (d), together with a copy of such amendment or supplement and any explanation provided by the District under subsection (d)(2);
  - (C) the termination of the obligations of the District under this section pursuant to subsection (d);
  - (D) any change in the accounting principles pursuant to which the financial statements constituting a portion of the Disclosure Information are prepared; and
  - (E) any change in the fiscal year of the District.

(c) Manner of Disclosure.

- (1) The District agrees to make available to the MSRB through EMMA, in an electronic format as prescribed by the MSRB, the information described in subsection (b).
- (2) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the District in this section shall remain in effect so long as any Bonds are outstanding. Notwithstanding the preceding sentence, however, the obligations of the District under this section shall terminate and be without further effect as of any date on which the District delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the District to comply with the requirements of this section will not cause participating underwriters in the primary

offering of the Bonds to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.

- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the District from time to time, without notice to (except as provided in paragraph (c)(2) hereof) or the consent of the Owners of any Bonds, by a resolution of this Board filed in the office of the recording officer of the District accompanied by an opinion of Bond Counsel, who may rely on certificates of the District and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the District or the type of operations conducted by the District, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Bonds, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Bondowners under the Rule.

If the Disclosure Information is so amended, the District agrees to provide, contemporaneously with the effectiveness of such amendment, an explanation of the reasons for the amendment and the effect, if any, of the change in the type of financial information or operating data being provided hereunder.

- (3) This section is entered into to comply with the continuing disclosure provisions of the Rule and should be construed so as to satisfy the requirements of paragraph (b)(5) of the Rule.

**SECTION 9. REDEMPTION OF REFUNDED BONDS.** The Clerk is directed to advise U.S. Bank National Association, in St. Paul, Minnesota, as paying agent for the Refunded Bonds, to call the Refunded Bonds for redemption and prepayment at their earliest permissible redemption date (February 1, 2019) and to give notice of redemption in accordance with the resolution authorizing issuance of the Refunded Bonds.

**SECTION 10. STATE PAYMENT; DISTRICT AND REGISTRAR OBLIGATIONS.** The District hereby covenants and obligates itself to notify the Commissioner of Education (the Commissioner) of any potential default in the payment of the principal of or interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 (the State Payment Law), to guarantee, to the extent permitted by law, payment of the principal of and interest on the Bonds when due. The District further covenants to deposit with the Registrar not less than three business days prior to each February 1 and August 1 as set forth in Section 2.03 hereof, an amount sufficient to make that payment or to notify the Commissioner as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Registrar will

notify the Commissioner if it becomes aware of a potential default in the payment of principal of and interest on the Bonds on any payment date or if, on the date two business days prior to the date on which a payment is due, there are insufficient funds on deposit with the Registrar to make the required payment on such date. The Registrar will cooperate with the District, the Commissioner and the Commissioner of Management and Budget in implementing the provisions of the State Payment Law. In the event that amounts sufficient to make any such interest or principal payment are held by an escrow or paying agent and invested as authorized by Minnesota Statutes, Chapter 475 and such escrow or paying agent is required to use proceeds from such investment to pay to the Registrar the amount necessary to pay such interest or principal on such payment date, then the requirements of the State Payment Law relating to the deposit of such amounts with the Registrar prior to the payment date of such interest or principal shall be deemed satisfied and neither the District nor the Registrar shall be required to notify the Commissioner that insufficient funds are available to pay such interest or principal on such payment date. The District shall do all other things which may be necessary to perform the Bonds hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Management and Budget or the Commissioner.

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

## Tax Levies

Final

**\$2,970,000**

Independent School District No. 716, Belle Plaine, Minnesota  
 General Obligation Alternative Facilities Refunding Bonds, Series 2016A  
 Crossover Refunding of Series 2009A

### Post-Sale Tax Levies

Payment Date	Principal	Coupon	Interest	Total P+I	Escrow Payments	105% Overlevy	Levy Amount	Levy/Collect Year
02/01/2017	-	-	49,408.33	49,408.33	(49,408.33)	-	-	*
02/01/2018	-	-	72,600.00	72,600.00	(72,600.00)	-	-	*
02/01/2019	-	-	72,600.00	72,600.00	(72,600.00)	-	-	*
02/01/2020	200,000.00	3.000%	72,600.00	272,600.00	-	286,230.00	286,230.00	2018/2019
02/01/2021	210,000.00	3.000%	86,600.00	276,600.00	-	290,430.00	290,430.00	2019/2020
02/01/2022	215,000.00	3.000%	60,300.00	275,300.00	-	289,065.00	289,065.00	2020/2021
02/01/2023	225,000.00	3.000%	53,850.00	278,850.00	-	292,792.50	292,792.50	2021/2022
02/01/2024	230,000.00	3.000%	47,100.00	277,100.00	-	290,955.00	290,955.00	2022/2023
02/01/2025	240,000.00	3.000%	40,200.00	280,200.00	-	294,210.00	294,210.00	2023/2024
02/01/2026	245,000.00	2.000%	33,000.00	278,000.00	-	291,900.00	291,900.00	2024/2025
02/01/2027	340,000.00	2.000%	28,100.00	368,100.00	-	386,505.00	386,505.00	2025/2026
02/01/2028	345,000.00	2.000%	21,300.00	366,300.00	-	384,615.00	384,615.00	2026/2027
02/01/2029	355,000.00	2.000%	14,400.00	369,400.00	-	387,870.00	387,870.00	2027/2028
02/01/2030	365,000.00	2.000%	7,300.00	372,300.00	-	390,915.00	390,915.00	2028/2029
<b>Total</b>	<b>\$2,970,000.00</b>	<b>-</b>	<b>\$639,358.33</b>	<b>\$3,609,358.33</b>	<b>(194,608.33)</b>	<b>\$3,585,487.50</b>	<b>\$3,585,487.50</b>	<b>-</b>

\* The escrow account established with the proceeds of the Bonds will make the interest payments due through February 1, 2019.

CERTIFICATE OF SCOTT COUNTY AUDITOR  
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Scott County, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on April 25, 2016, by the School Board of Independent School District No. 716 (Belle Plaine), Minnesota, setting forth the form and details of an issue of \$2,970,000 General Obligation Alternative Facilities Refunding Bonds, Series 2016A, dated as of May 26, 2016, and levying taxes for their payment.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Scott County Auditor

(SEAL)

CERTIFICATE OF CARVER COUNTY AUDITOR  
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Carver County, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on April 25, 2016, by the School Board of Independent School District No. 716 (Belle Plaine), Minnesota, setting forth the form and details of an issue of \$2,970,000 General Obligation Alternative Facilities Refunding Bonds, Series 2016A, dated as of May 26, 2016, and levying taxes for their payment.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Carver County Auditor

(SEAL)

CERTIFICATE OF SIBLEY COUNTY AUDITOR  
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Sibley County, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on April 25, 2016, by the School Board of Independent School District No. 716 (Belle Plaine), Minnesota, setting forth the form and details of an issue of \$2,970,000 General Obligation Alternative Facilities Refunding Bonds, Series 2016A, dated as of May 26, 2016, and levying taxes for their payment.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Sibley County Auditor

(SEAL)

CERTIFICATE OF LE SUEUR COUNTY AUDITOR  
AS TO REGISTRATION OF BONDS AND TAX LEVY

The undersigned, being the duly qualified and acting County Auditor of Le Sueur County, hereby certifies that there has been filed in my office a certified copy of a resolution duly adopted on April 25, 2016, by the School Board of Independent School District No. 716 (Belle Plaine), Minnesota, setting forth the form and details of an issue of \$2,970,000 General Obligation Alternative Facilities Refunding Bonds, Series 2016A, dated as of May 26, 2016, and levying taxes for their payment.

I further certify that the issue has been entered on my bond register and the tax required by law for their payment has been levied and filed as required by Minnesota Statutes, Sections 475.61 to 475.63.

WITNESS my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

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Le Sueur County Auditor

(SEAL)

## FIRST AMENDMENT TO JOINT FACILITIES AGREEMENT

This First Amendment to Joint Facilities Agreement (the “**First Amendment**”) is dated April \_\_\_\_\_, 2016 (the “**Effective Date**”) and is between the City of Belle Plaine (the “**City**”) and Independent School District #716 (the “**School District**”).

The City and School District are parties to a Joint Facilities Agreement dated April 20, 2015 (the “**Joint Facilities Agreement**”). The parties desire to amend the Joint Facilities Agreement as follows:

### 1. **SOCCER**

Section 7.0 shall be amended as follows under School Responsibility:

“The School shall be responsible for placement, removal, and maintenance of a storage shed to be placed at Heritage Park in a location chosen by the City.”

Signature page to the First Amendment to Joint Facilities Agreement between the City and the School District.

Adopted by the Belle Plaine City Council

Adopted by the Belle Plaine School Board

on \_\_\_\_ day of \_\_\_\_\_, 2016.

on \_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Mayor Date

\_\_\_\_\_  
School Board Chair Date

\_\_\_\_\_  
City Administrator Date

\_\_\_\_\_  
School Superintendent Date

\_\_\_\_\_  
City Public Works Superintendent Date

\_\_\_\_\_  
Bldg & Grounds Supervisor Date

1<sup>st</sup> Reading: 1/30/06  
2<sup>nd</sup> Reading: 2/27/06  
Approved: 3/27/06  
Revised: 9/24/12

## **102 EQUAL EDUCATIONAL OPPORTUNITY**

### **I. PURPOSE**

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### **II. GENERAL STATEMENT OF POLICY**

- A. It is the school district's policy to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, parental status, status with regard to public assistance, disability, sexual orientation or age. The school district also makes reasonable accommodations for disabled students.
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- D. It is the responsibility of every school district employee to comply with this policy conscientiously.
- E. Any student, parent or guardian having any questions regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

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

MSBA/MASA Model Policy 102

Orig. 1995

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

Rev. ~~1999~~ 2015

## 102 EQUAL EDUCATIONAL OPPORTUNITY

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

### I. PURPOSE

The purpose of this policy is to ensure that equal educational opportunity is provided for all students of the school district.

### II. GENERAL STATEMENT OF POLICY

- A. ~~It is the~~ policy of the school district's ~~policy is~~ to provide equal educational opportunity for all students. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, gender, marital status, parental status, status with regard to public assistance, disability, sexual orientation, or age. The school district also makes reasonable accommodations for disabled students.
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute violation of the school district's policy on harassment and violence and the school district's procedures for addressing such complaints, refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of education including academics, coursework, co-curricular and extracurricular activities, or other rights or privileges of enrollment.
- D. ~~It is the responsibility of e~~Every school district employee shall be responsible for ~~to~~ complying with this policy conscientiously.
- E. Any student, parent, or guardian having any ~~questions~~ regarding this policy should discuss it with the appropriate school district official as provided by policy. In the absence of a specific designee, an inquiry or a complaint should be referred to the superintendent.

**Legal References:** Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. § 1681 *et seq.* (Title IX of the Education Amendments of 1972)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)

MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)  
MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)

*1<sup>st</sup> Reading: 1/30/06*  
*2<sup>nd</sup> Reading: 2/27/06*  
*Approved: 3/27/06*  
*Revised: 9/24/12*

## **401 EQUAL EMPLOYMENT OPPORTUNITY**

### **I. PURPOSE**

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and school district employees.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities or privileges of employment.
- D. It is the responsibility of every school district employee to follow this policy.
- E. Any person having any questions regarding this policy should discuss it with the School Superintendent.

***Legal References:*** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
29 U.S.C. § 2615 (Family and Medical Leave Act)  
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)  
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)  
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

***Cross References:*** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
MSBA/MASA Model Policy 405 (Veteran's Preference)  
MSBA/MASA Model Policy 413 (Harassment and Violence)

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

MSBA/MASA Model Policy 401

Orig. 1995

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

Rev. ~~2008~~ 2015

## 401 EQUAL EMPLOYMENT OPPORTUNITY

*[Note: School districts are not required by statute to have a policy addressing these issues. However, the Equal Employment Opportunity Commission strongly encourages the adoption of a policy and will look for such a policy during accreditation visits, audits, or investigations.]*

### I. PURPOSE

The purpose of this policy is to provide equal employment opportunity for all applicants for school district employment and school district employees.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to provide equal employment opportunity for all applicants and employees. The school district does not unlawfully discriminate on the basis of race, color, creed, religion, national origin, sex, gender, marital status, status with regard to public assistance, disability, sexual orientation, age, family care leave status, or veteran status. The school district also makes reasonable accommodations for disabled employees.
- B. The school district prohibits the harassment of any individual for any of the categories listed above. For information about the types of conduct that constitute impermissible harassment and the school district's internal procedures for addressing complaints of harassment, please refer to the school district's policy on harassment and violence.
- C. This policy applies to all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.
- D. ~~It is the responsibility of eE~~ every school district employee shall be responsible for ~~to~~ following ing this policy.
- E. Any person having a question regarding this policy should discuss it with \_\_\_\_\_ (specify, e.g., the Personnel Manager).

**Legal References:** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
29 U.S.C. § 2615 (Family and Medical Leave Act)  
38 U.S.C. § 4211 *et seq.* (Employment and Training of Veterans)  
38 U.S.C. § 4301 *et seq.* (Employment and Reemployment Rights of Members of the Uniformed Services)

42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 *et seq.* (Equal Opportunity for Individuals with Disabilities)

***Cross References:*** MSBA/MASA Model Policy 402 (Disability Nondiscrimination)  
MSBA/MASA Model Policy 405 (Veteran's Preference)  
MSBA/MASA Model Policy 413 (Harassment and Violence)

*1<sup>st</sup> Reading: 1/30/06*  
*2<sup>nd</sup> Reading: 2/27/06*  
*Approved: 3/27/06*  
*Revised: 9/24/12*

## **402 DISABILITY NONDISCRIMINATION POLICY**

### **I. PURPOSE**

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

### **II. GENERAL STATEMENT OF POLICY**

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact The Special Services Director. This individual is the school district's appointed ADA/Section 504 coordinator.

**Legal References:** 29 U.S.C. 794 *et seq.* (§ 504 of Rehabilitation Act of 1973)  
42 U.S.C., Ch. 126 § 12112 (Americans with Disabilities Act)  
29 C.F.R. Part 32  
34 C.F.R. Part 104

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

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

MSBA/MASA Model Policy 402

Orig. 1995

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

Rev. ~~2003~~ 2015

## 402 DISABILITY NONDISCRIMINATION POLICY

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

### I. PURPOSE

The purpose of this policy is to provide a fair employment setting for all persons and to comply with state and federal law.

### II. GENERAL STATEMENT OF POLICY

- A. The school district shall not discriminate against qualified individuals with disabilities because of the disabilities of such individuals in regard to job application procedures, hiring, advancement, discharge, compensation, job training, and other terms, conditions, and privileges of employment.
- B. The school district shall not engage in contractual or other arrangements that have the effect of subjecting its qualified applicants or employees with disabilities to discrimination on the basis of disability. The school district shall not exclude or otherwise deny equal jobs or job benefits to a qualified individual because of the known disability of an individual with whom the qualified individual is known to have a relationship or association.
- C. The school district shall make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or employee, unless the accommodation would impose undue hardship on the operation of the business of the school district.
- D. Any job applicant or employee wishing to discuss the need for a reasonable accommodation, or other matters related to a disability or the enforcement and application of this policy, should contact \_\_\_\_\_ (list the name, title, office address, telephone number, and e-mail address). This individual is the school district's appointed ADA/Section 504 coordinator.

**Legal References:** Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
29 U.S.C. 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
42 U.S.C., Ch. 126 § 12112 (Americans with Disabilities Act)  
29 C.F.R. Part 32  
34 C.F.R. Part 104

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

*Adopted: 04/24/2006*  
*Revised: 02/28/2011*  
*Reviewed: 10/24/2012*  
*Revised: 07/22/13*

## **413 HARASSMENT AND VIOLENCE**

### **I. PURPOSE**

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

### **II. GENERAL STATEMENT OF POLICY**

- A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- B. A violation of this policy occurs when any pupil, teacher, administrator, or other school personnel of the school district harasses a pupil, teacher, administrator, or other school personnel or group of pupils, teachers, administrators, or other school personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, as defined by this policy. (For purposes of this policy, school personnel includes; school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)
- C. A violation of this policy occurs when any pupil, teacher, administrator, or other school personnel of the school district inflicts, threatens to inflict, or attempts to inflict violence upon any pupil, teacher, administrator, or other school personnel or group of pupils, teachers, administrators, or other school personnel based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, and to discipline or take appropriate action against any pupil, teacher, administrator, or other school personnel who is found to have violated this policy.

### **III. DEFINITIONS**

- A. "Assault" is:

1. an act done with intent to cause fear in another of immediate bodily harm or death;
  2. the intentional infliction of or attempt to inflict bodily harm upon another; or
  3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. “Harassment” prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual’s or group of individuals’ race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability when the conduct:
1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
  2. has the purpose or effect of substantially or unreasonably interfering with an individual’s work or academic performance; or
  3. otherwise adversely affects an individual’s employment or academic opportunities.
- C. “Immediately” means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
1. “Disability” means any condition or characteristic that renders a person a disabled person. A disabled person is any person who:
    - a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
    - b. has a record of such an impairment; or
    - c. is regarded as having such an impairment.
  2. “Familial status” means the condition of one or more minors being domiciled with:
    - a. their parent or parents or the minor’s legal guardian; or
    - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
  3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a

spouse or former spouse.

4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.

E. Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
  - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
  - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual’s employment or education; or
  - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual’s employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
  - a. unwelcome verbal harassment or abuse;
  - b. unwelcome pressure for sexual activity;
  - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of pupil(s) by teachers, administrators, or other school personnel to avoid physical harm to persons or property;
  - d. unwelcome sexual behavior or words, including demands for sexual

favors, accompanied by implied or overt threats concerning an individual's employment or educational status;

- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of gender.

F. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
  - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
  - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
  - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
  - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

G. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by a pupil, teacher, administrator, or other school personnel of the school district, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a pupil, teacher, administrator, or other school personnel or group of pupils, teachers, administrators, or other school personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. The school district encourages the reporting party or complainant to use the report form

available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent.

- B. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter building report taker) is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. School district personnel who fail to inform the building report taker of a report of harassment or violence in a timely manner may be subject to disciplinary action.
- C. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- D. In the District. The school board hereby designates the Activities Director as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- E. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- F. Submission of a good faith complaint or report of harassment or violence prohibited by this policy will not affect the complainant or reporter's future employment, grades, or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.

## V. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report or

complaint alleging harassment or violence prohibited by this policy, shall immediately undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators, or other school personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and school district policies.
- B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

## **VII. REPRISAL**

The school district will discipline or take appropriate action against any pupil, teacher, administrator, or other school personnel who retaliates against any person who makes a good faith report of alleged harassment or violence prohibited by this policy or any person who testifies, assists, or participates in an investigation, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment.

## VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

## IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

## X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to pupils and staff members.
- B. This policy shall be given to each school district employee and independent contractor at the time of entering into the person's employment contract.
- C. This policy shall appear in the student handbook.
- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
Minn. Stat. § 609.341 (Definitions)  
Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)  
42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)  
42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

***Cross References:*** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 401 (Equal Employment Opportunity)  
MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)  
MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
MSBA/MASA Model Policy 506 (Student Discipline)  
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)  
MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)  
MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

INDEPENDENT SCHOOL DISTRICT NO. 716  
HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. 716 maintains a firm policy prohibiting all forms of discrimination. Harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability is strictly prohibited. All persons are to be treated with respect and dignity. Harassment or violence on the basis of race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by any pupil, teacher, administrator, or other school personnel, which create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant \_\_\_\_\_  
Home Address \_\_\_\_\_  
Work Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Date of Alleged Incident(s) \_\_\_\_\_

Basis of Alleged Harassment/Violence - circle as appropriate:

race \ color \ creed \ religion \ national origin \ sex \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation \ disability

Name of person you believe harassed or was violent toward you or another person or group.

\_\_\_\_\_

If the alleged harassment or violence was toward another person or group, identify that person or group.

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

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.) \_\_\_\_\_

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

Where and when did the incident(s) occur? \_\_\_\_\_

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

List any witnesses that were present \_\_\_\_\_

\_\_\_\_\_

This complaint is filed based on my honest belief that \_\_\_\_\_ has harassed or has been violent to me or to another person or group. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Complainant Signature)

\_\_\_\_\_  
(Date)

Received by \_\_\_\_\_

\_\_\_\_\_  
(Date)

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

MSBA/MASA Model Policy 413

Orig. 1995

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

Rev. ~~2014~~ 2015

## 413 HARASSMENT AND VIOLENCE

*[Note: State law (Minn. Stat. § 121A.03) requires that school districts adopt a sexual, religious, and racial harassment and violence policy that conforms with the Minnesota Human Rights Act, Minn. Stat. Ch. 363A (MHRA). This policy complies with that statutory requirement and addresses the other classifications protected by the MHRA and/or federal law. While the recommendation is that school districts incorporate the other protected classifications, in addition to sex, religion, and race, into this policy, they are not specifically required to do so by Minn. Stat. § 121A.03. The Minnesota Department of Education (MDE) is required to maintain and make available a model sexual, religious, and racial harassment policy in accordance with Minn. Stat. § 121A.03. MDE's policy differs from that of MSBA and imposes greater requirements upon school districts than required by law. For that reason, MSBA recommends the adoption of its model policy by school districts. Each school board must submit a copy of the policy the board has adopted to the Commissioner of MDE.]*

### I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

### II. GENERAL STATEMENT OF POLICY

- A. The policy of the school district is to maintain a learning and working environment that is free from harassment and violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability. The school district prohibits any form of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- B. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel harasses a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel through conduct or communication based on a person's race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, as defined by this policy. (For purposes of this policy, school district personnel includes school board members, school employees, agents, volunteers, contractors, or persons subject to the supervision and control of the district.)

- C. A violation of this policy occurs when any student, teacher, administrator, or other school district personnel inflicts, threatens to inflict, or attempts to inflict violence upon any student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel based on a person's race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of harassment or violence based on a person's race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability, and to discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who is found to have violated this policy.

### III. DEFINITIONS

- A. "Assault" is:
  - 1. an act done with intent to cause fear in another of immediate bodily harm or death;
  - 2. the intentional infliction of or attempt to inflict bodily harm upon another; or
  - 3. the threat to do bodily harm to another with present ability to carry out the threat.
- B. "Harassment" prohibited by this policy consists of physical or verbal conduct, including, but not limited to, electronic communications, relating to an individual's or group of individuals' race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability when the conduct:
  - 1. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment;
  - 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
  - 3. otherwise adversely affects an individual's employment or academic opportunities.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. Protected Classifications; Definitions
  - 1. "Disability" means any condition or characteristic that renders a person a

disabled person. A disabled person is any person who:

- a. has a physical, sensory, or mental impairment which materially limits one or more major life activities;
  - b. has a record of such an impairment; or
  - c. is regarded as having such an impairment.
2. “Familial status” means the condition of one or more minors being domiciled with:
    - a. their parent or parents or the minor’s legal guardian; or
    - b. the designee of the parent or parents or guardian with the written permission of the parent or parents or guardian. The protections afforded against harassment on the basis of family status apply to any person who is pregnant or is in the process of securing legal custody of an individual who has not attained the age of majority.
  3. “Marital status” means whether a person is single, married, remarried, divorced, separated, or a surviving spouse and, in employment cases, includes protection against harassment on the basis of the identity, situation, actions, or beliefs of a spouse or former spouse.
  4. “National origin” means the place of birth of an individual or of any of the individual’s lineal ancestors.
  5. “Sex” includes, but is not limited to, pregnancy, childbirth, and disabilities related to pregnancy or childbirth.
  6. “Sexual orientation” means having or being perceived as having an emotional, physical, or sexual attachment to another person without regard to the sex of that person or having or being perceived as having an orientation for such attachment, or having or being perceived as having a self-image or identity not traditionally associated with one’s biological maleness or femaleness. “Sexual orientation” does not include a physical or sexual attachment to children by an adult.
  7. “Status with regard to public assistance” means the condition of being a recipient of federal, state, or local assistance, including medical assistance, or of being a tenant receiving federal, state, or local subsidies, including rental assistance or rent supplements.
- E. “Remedial response” means a measure to stop and correct acts of harassment or violence, prevent acts of harassment or violence from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of acts of harassment or violence.

F. Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
  - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining employment or an education; or
  - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education; or
  - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile, or offensive employment or educational environment.
2. Sexual harassment may include, but is not limited to:
  - a. unwelcome verbal harassment or abuse;
  - b. unwelcome pressure for sexual activity;
  - c. unwelcome, sexually motivated, or inappropriate patting, pinching, or physical contact, other than necessary restraint of student(s) by teachers, administrators, or other school district personnel to avoid physical harm to persons or property;
  - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
  - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
  - f. unwelcome behavior or words directed at an individual because of gender.

G. Sexual Violence; Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in

Minn. Stat. § 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast, as well as the clothing covering these areas.

2. Sexual violence may include, but is not limited to:
  - a. touching, patting, grabbing, or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
  - b. coercing, forcing, or attempting to coerce or force the touching of anyone's intimate parts;
  - c. coercing, forcing, or attempting to coerce or force sexual intercourse or a sexual act on another; or
  - d. threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

H. Violence; Definition

Violence prohibited by this policy is a physical act of aggression or assault upon another or group of individuals because of, or in a manner reasonably related to, race, color, creed, religion, national origin, sex, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability.

**IV. REPORTING PROCEDURES**

- A. Any person who believes he or she has been the target or victim of harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by a student, teacher, administrator, or other school district personnel, or any person with knowledge or belief of conduct which may constitute harassment or violence prohibited by this policy toward a student, teacher, administrator, or other school district personnel or group of students, teachers, administrators, or other school district personnel should report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report conduct which may constitute harassment or violence anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available from the school district office, but oral reports shall be considered complaints as well.
- C. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by

the reporting party or complainant.

- D. In Each School Building. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving oral or written reports of harassment or violence prohibited by this policy at the building level. Any adult school district personnel who receives a report of harassment or violence prohibited by this policy shall inform the building report taker immediately. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant. The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as a primary contact on policy and procedural matters.
- E. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include acts of harassment or violence. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute harassment or violence shall make reasonable efforts to address and resolve the harassment or violence and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute harassment or violence or who fail to make reasonable efforts to address and resolve the harassment or violence in a timely manner may be subject to disciplinary action.
- F. Upon receipt of a report, the building report taker must notify the school district human rights officer immediately, without screening or investigating the report. The building report taker may request, but may not insist upon, a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the building report taker to the human rights officer. If the report was given verbally, the building report taker shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein may result in disciplinary action against the building report taker.
- G. In the District. The school board hereby designates \_\_\_\_\_ as the school district human rights officer(s) to receive reports or complaints of harassment or violence prohibited by this policy. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.<sup>1</sup>
- H. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- I. Submission of a good faith complaint or report of harassment or violence

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<sup>1</sup> In some school districts the superintendent may be the human rights officer. If so, an alternative individual should be designated by the school board.

prohibited by this policy will not affect the complainant or reporter's future employment, grades, work assignments, or educational or work environment.

- J. Use of formal reporting forms is not mandatory.
- K. Reports of harassment or violence prohibited by this policy are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.
- L. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to comply with any discovery or disclosure obligations.
- M. Retaliation against a victim, good faith reporter, or a witness of violence or harassment is prohibited.
- N. False accusations or reports of violence or harassment against another person are prohibited.
- O. A person who engages in an act of violence or harassment, reprisal, retaliation, or false reporting of violence or harassment, or permits, condones, or tolerates violence or harassment shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures.

Consequences for students who commit, or are a party to, prohibited acts of violence or harassment or who engage in reprisal or intentional false reporting may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion.

Consequences for employees who permit, condone, or tolerate violence or harassment or engage in an act of reprisal or intentional false reporting of violence or harassment may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of violence or harassment may include, but not be limited to, exclusion from school district property and events and/or termination of services and/or contracts.

## **V. INVESTIGATION**

- A. By authority of the school district, the human rights officer, within three (3) days of the receipt of a report or complaint alleging harassment or violence prohibited by this policy, shall undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the

individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the target or victim, the complainant, and students, teachers, administrators, or other school district personnel pending completion of an investigation of alleged harassment or violence prohibited by this policy.
- E. The alleged perpetrator of the act(s) of harassment or violence shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- F. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

## **VI. SCHOOL DISTRICT ACTION**

- A. Upon completion of an investigation that determines a violation of this policy has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law, and applicable school district policies and regulations.
- B. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of targets or victims of harassment or violence and the parent(s) or guardian(s) of alleged perpetrators of harassment or violence who have been involved in a reported and confirmed harassment or violence incident of the remedial or disciplinary action taken, to the extent permitted by law.

- C. In order to prevent or respond to acts of harassment or violence committed by or directed against a child with a disability, the school district shall, where determined appropriate by the child's individualized education program (IEP) or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in acts of harassment or violence.

## **VII. RETALIATION OR REPRISAL**

The school district will discipline or take appropriate action against any student, teacher, administrator, or other school district personnel who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged harassment or violence prohibited by this policy, who testifies, assists, or participates in an investigation of retaliation or alleged harassment or violence, or who testifies, assists, or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the harassment or violence. Remedial responses to the harassment or violence shall be tailored to the particular incident and nature of the conduct.

## **VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES**

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action, or seeking redress under state criminal statutes and/or federal law.

## **IX. HARASSMENT OR VIOLENCE AS ABUSE**

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. § 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence, or abuse.

## **X. DISSEMINATION OF POLICY AND TRAINING**

- A. This policy shall be conspicuously posted throughout each school building in areas accessible to students and staff members.
- B. This policy shall be given to each school district employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- C. This policy shall appear in the student handbook.

- D. The school district will develop a method of discussing this policy with students and employees.
- E. The school district may implement violence prevention and character development education programs to prevent and reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- F. This policy shall be reviewed at least annually for compliance with state and federal law.

**Legal References:** Minn. Stat. § 120B.232 (Character Development Education)  
 Minn. Stat. § 121A.03, Subd. 2 (Sexual, Religious, and Racial Harassment and Violence Policy)  
 Minn. Stat. § 121A.031 (School Student Bullying Policy)  
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
 Minn. Stat. § 609.341 (Definitions)  
 Minn. Stat. § 626.556 *et seq.* (Reporting of Maltreatment of Minors)  
 20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
 29 U.S.C. § 621 *et seq.* (Age Discrimination in Employment Act)  
 29 U.S.C. § 794 (Rehabilitation Act of 1973, § 504)  
 42 U.S.C. § 1983 (Civil Action for Deprivation of Rights)  
 42 U.S.C. § 2000d *et seq.* (Title VI of the Civil Rights Act of 1964)  
 42 U.S.C. § 2000e *et seq.* (Title VII of the Civil Rights Act)  
 42 U.S.C. § 12101 *et seq.* (Americans with Disabilities Act)

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
 MSBA/MASA Model Policy 401 (Equal Employment Opportunity)  
 MSBA/MASA Model Policy 402 (Disability Nondiscrimination Policy)  
 MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)  
 MSBA/MASA Model Policy 406 (Public and Private Personnel Data)  
 MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)  
 MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)  
 MSBA/MASA Model Policy 506 (Student Discipline)  
 MSBA/MASA Model Policy 514 (Bullying Prohibition Policy)  
 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)  
 MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)

MSBA/MASA Model Policy 525 (Violence Prevention)  
MSBA/MASA Model Policy 526 (Hazing Prohibition)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital  
Status Nondiscrimination)

INDEPENDENT SCHOOL DISTRICT NO. \_\_\_\_\_  
HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Harassment and Violence

Independent School District No. \_\_\_\_ maintains a firm policy prohibiting all forms of discrimination. Harassment or violence against students or employees or groups of students or employees on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability is strictly prohibited. All persons are to be treated with respect and dignity. Harassment or violence on the basis of race, color, creed, religion, national origin, sex, gender, age, marital status, familial status, status with regard to public assistance, sexual orientation, or disability by any pupil, teacher, administrator, or other school personnel, which create an intimidating, hostile, or offensive environment will not be tolerated under any circumstances.

Complainant \_\_\_\_\_  
Home Address \_\_\_\_\_  
Work Address \_\_\_\_\_  
Home Phone \_\_\_\_\_ Work Phone \_\_\_\_\_

Date of Alleged Incident(s) \_\_\_\_\_

Basis of Alleged Harassment/Violence - circle as appropriate: race \ color \ creed \ religion \ national origin \ sex \ gender \ age \ marital status \ familial status \ status with regard to public assistance \ sexual orientation \ disability

Name of person you believe harassed or was violent toward you or another person or group.  
\_\_\_\_\_

If the alleged harassment or violence was toward another person or group, identify that person or group. \_\_\_\_\_  
\_\_\_\_\_

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e., threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Where and when did the incident(s) occur? \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List any witnesses that were present \_\_\_\_\_  
\_\_\_\_\_

This complaint is filed based on my honest belief that \_\_\_\_\_ has harassed or has been violent to me or to another person or group. I hereby certify that the information I have provided in this complaint is true, correct, and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Complainant Signature)

\_\_\_\_\_  
(Date)

Received by \_\_\_\_\_

\_\_\_\_\_  
(Date)