

1. Regular meeting called to order by Chair. Pledge of Allegiance.
2. Adopt Agenda.
3. Review Student Council Representative's report.
4. Consent Agenda:
 - a. Approve the minutes of the September 17th Regular School Board meeting.
 - b. Approve the October bills.
 - c. Review and accept the October Treasurer's report.
 - d. Enrollment Analysis.
 - e. Personnel
5. Expenditure / Revenue Fund Summary Report.
6. Acknowledgement of Donations or Contributions.
7. Open Forum.
8. Consider bids received by Ehlers for the refunding of the 2018A bond.
9. Consider bids received by Ehlers for the refunding of the 2018B bond.
10. Review the FY18 Audit Report from Burkhardt and Burkhardt.
11. Elementary Principal's report.
12. High School Principal - Activities Director report.
13. Superintendent's Report.
14. Acknowledge Braham "HONORS" Recipients.
15. School Board members' reports/updates.
16. Approve updates to Elem. handbook.
17. Consider FFA trip to Indianapolis.
18. Consider the 2017-18 report on Equitable Access to Excellent Teachers.
19. Consider Resolution of School Board Supporting Application to MSHSL Foundation.
20. Consider 2018-2019 Seniority List for Instructional and Support Staff Personnel.
21. Set Special School Board meeting to canvass November 6 election results.
22. Consider cycle review of district policies for adoption.
23. Reminder of the November Regular school board meeting.
24. Adjourn.

1. **Meeting called to order by Chair. Pledge of Allegiance.**

Roll Call.

2. **Adopt agenda.**

3. **Review Student Council Representative’s report.**

**BAHS Student Council
School Board Report
October 2018**

Homecoming 2018: This years’ homecoming turned out very nicely. All the events went smoothly, as did the dance the following Saturday.

Mentor Program: The mentor program has officially kicked off and is going well! The mentors meet with their kid(s) every Wednesday mornings during advisory to talk about their classes and/or homework they might be struggling with.

WBWF: Dakota Hill and Ben Carlson will serve as our representatives on the World’s Best Workforce committee.

Blood Drive: On November 13th, we will host another Blood Drive. We have already released information to get people to donate. There will be more information on this at our next meeting.

Braham Event Center Youth Programming: Savannah Kunshier went to the first Event Center Meeting and they want another person to attend with her. The Community Center just purchased 11 acres and would like ideas from the Braham Area youth on what to do with this land.

Recycling and Announcements: We will continue to read announcements and collect recycling on Fridays.

Respectfully submitted by,
Abby Olson
Co-Secretary

4. **Consent Agenda:**

- a. Approve the minutes of the September 17th Regular School Board meeting.

Ind. School District No. 314
Isanti, Pine, Chisago & Kanabec Counties
Braham, MN 55006

Regular School Board Meeting
Monday, September 17, 2018
6:30 pm – BAHS Community Room

The regular school board meeting was called to order by Chair Steven Eklund at 6:30 p.m. The Pledge of Allegiance was recited.

Members present: - S. Eklund, M. Thompson, T. Cuda, D. Davis, D. Klemz, A. Flowers, A. Londgren. and Supt. Gagner. No members absent.

Motion by A. Londgren, second by T. Cuda to adopt the agenda as presented.

Motion by M. Thompson second by A. Flowers to approve the minutes of the August 20th regular school board

meeting. Approve the August bills \$197,429.05; accept the September Treasurer's report and review the enrollment analysis. The board approved the following: 1) **Angela Kordiak** as the 33.75 hrs per week ECSE para, her first day was Sept. 11, 2018. Pay will be step 1 of the para contract. 2) **Sarah Johnston** as the Knowledge Bowl advisor. Start date in November 2018 and pay will be lane 2, step 1 of the C schedule. 3) **Brea Schminiski** lane change correction, she will be paid at BA+15, step 5 for the 2018-19 school year. 4) **Luke Becker**, Ind. Tech teacher lane change from BA+15 to BA +30, step 8. His salary for the 2018-19 school year will be based on BA+30, step 8. 5) **Allyssa Mattson**, Kindergarten para leave request October 29, 2018 through April 5, 2019. 6) **Shandell Harvey**, 5th gr. teacher maternity leave request starting October 29, 2018 through- January 19, 2019. The board accepted: 1) **Tim Burton**, custodian resignation effective Sept. 7, 2018. Tim has been with the district since 2013. Carried.

Motion by A. Londgren second by A. Flowers to accept the Expenditure/Revenue Fund summary report.

Motion by M. Thompson second by D. Klemz to acknowledge the September 2018 donations for the purposes requested: \$100 from Rush Point Realty for overdue school lunches; \$250 from Susan Bradford & Chuck Larson for Elem. school supplies; school supplies from Allina Health, Cub Foods, Isanti Co. Salvation Army, Frandsen Bank and Braham Evangelical Lutheran Church; 3 backpacks full of Elem. school supplies from Girl Scout/ Brownie Troop #17632; Golf Clubs-\$200 value from Steve Shurts. Carried

Open Forum: Katie Kunshier addressed the board regarding the lack of updates on the school website.

Principal Eklund reviewed his written report. New for the Elem. students for the 2018-19 school year is "Good News of the Day." Everyday Mr. Eklund is making a positive phone call home with a student who has good news to share about their school day.

Principal/AD Kuhnke reviewed his written report. Fall activities are in full swing and our school is busy with many students participating in after school activities.

Supt. Gagner reviewed his written report. Enrollment is up 16 students for the start of the school year. Upcoming levy vote on Nov. 6th with a mailing going out to the public on Oct. 6th. Mr. Gagner attended MASBO Tax Levy update, Grandy Lions, Braham Education Foundation, Braham Chamber, RRSEC Exec. council, ECMECC Operating Committee and levy presentations during the month.

Supt. Gagner congratulated the following staff, students, and community members for their accomplishments as "Braham HONORS" recipients. They are: Seth Zeltinger, Jessica Olson, Becky Anderson, Trevor & Steph White, Mike Thompson, Steve Eklund, Eric Jones, Julia Kuhnke, Maya Londgren, Ella Doble, Tammi Johnson, Sarah Johnston, Braham Volleyball Team, Tracy and Karl Fix, Dayla McDonald, Chris Thielen, Jamie Thielen, Peter Hesselroth, Judy Patzoldt, Marie Sward, Nichole Nelson, Bryan Johnson, Braham Fire Department, Dawn Olson (Braham Ford), Jennifer Tauer and Cub Foods.

Luke Bendickson, Student Council representative, reviewed their written report. Homecoming week is Sept. 23- 29th with many activities for the whole student body to participate in.

School board members attended various events and meetings including: back to school open house, 7th gr. orientation, volleyball & football games, welcome back for teachers at the event center, levy presentations and auditor meetings.

Motion by D. Klemz, second by A. Londgren, to award the land lease agreement on the school owned farm property, 4.3 acres for the 2019 contract season to Michael C. Dennis Jr., with the only bid being submitted of \$301.00 which is \$70/acre. Carried

The following announcement was made by Chair Steve Eklund: **Ind. School District #314's Truth-In-Taxation Public Hearing will be set as an agenda item at the regular December school board meeting that will be held on Monday, December 17th, 6:30 p.m. in the BAHS Community Rm.**

Motion by M. Thompson, second by D. Davis, to certify the maximum levy authority allowable for the district's property tax levy for 2018 payable 2019. Carried. A copy of said levy authority shall become a part of the official minutes.

Motion by D. Davis, second by T. Cuda, to approve the resolution providing the sale of general obligation taxable OPEB refunding bonds; series 2018B. Carried

Motion by M. Thompson, second by A. Flowers, to approve the resolution providing the sale of general obligation alternative facilities and capital facilities refunding bonds, series 2018A. Carried.

Motion by A. Londgren, second by A. Flowers, to approve MOU with BEA for supervision stipend. Carried.

Motion by D. Klemz, second by T. Cuda, to approve MOU with SEIU Local 284 Custodians & Groundskeepers. Carried.

Motion by M. Thompson, second by A. Londgren, to approve MOU with SEIU Local 284 Secretarial & Paraprofessional. Carried.

Motion by A. Flowers, second by A. Londgren, to approve MOU with SEIU Local 284 Food Service. Carried

Motion by D. Davis, second by A. Londgren, to approve Washington D.C trip request for July 2020. Carried

Motion by D. Davis, second by T. Cuda, to approve Sonoma CA Super Mileage trip for April 2019. Carried

Motion by A. Londgren, second by D. Davis, to adopt the following policies for cycle review: #302 - Superintendent; #303 - Superintendent Selection; #304 Superintendent Contract, Duties, and Evaluation #305 - Policy Implementation. Carried

Chair Eklund reminded all present of the Regular School Board meeting to be held on Monday, October 15, 2018 at 6:30 p.m. in B100 - Community Room.

Motion by A. Flowers, second by M. Thompson, to adjourn the Regular School Board meeting. Chair Eklund adjourned the meeting at 7:28 pm.

Attest: _____
Allison Londgren, Clerk

Attest: _____
Steven Eklund, Chair

- b. Approve the September bills.
- c. Review and accept the September Treasurer's report.
- d. Enrollment Analysis

	Sep	Oct
	5	
K	54	55
1	53	53
2	64	63
3	68	70
4	50	49
5	70	69
6	55	55
7	63	63
8	60	61

9	49	49
10	59	60
11	55	55
12	52	49
K - 12		
Sub-Total	752	751
ECSE	15	15
TOTAL		
K - 12 plus		
ECSE	767	766

e. Personnel

RECOMMENDATIONS

Pam Eklund, is being recommended by Principal Eklund for the 5th Gr. long term substitute position. She will be paid BA, Step 2. Her start date will be approximately Oct. 30, 2018.

Crystal Sundermeyer, is being recommended by Principal Eklund for the Long term sub.- Title 1 Para. This position is 33.75 hours per week, student contact days only. She will be paid on Step 2 of the para contract. Start date will be October 29, 2018.

Maddie Altendorf, is being recommended by Principal/AD Kuhnke for the Flex-C Team/JH girls basketball coaching position. She will be paid at Lane 9, step 2. Start date will be Nov. 6, 2018.

Becky Swanson, is being recommended by Principal/AD Kuhnke for the JV girls basketball coaching position. She will be paid Lane 10, Step 9. Start date will be Nov. 12, 2018.

Darwin Nelson, is being recommended by Principal/AD Kuhnke for the Echelon position. He will be paid at Lane 7, step 9 on the C schedule. Start date will be September 2018.

Per Gulbranson, is being recommended by Principal/AD Kuhnke for the Flex-C Team/JH boys basketball coach. He will be paid Lane 9, Step 1 per the C schedule. Start date will be Nov. 19, 2018.

Lori Anderson, is being recommended by Head Custodian Campbell as a custodian. Her start date is Oct. 22, 2018. She will be paid at Step 5 of the custodian pay scale.

RESIGNATION

Josh Faulkner, Flex/JH boys basketball coach has submitted his resignation. He has been with the district coaching for 2 years.

LEAVE REQUEST

Peter Duvernay, Elem. Para submitted his leave request starting Sept. 19, 2018 through October 3, 2018. He returned to work on October 4, 2018.

5. **Expenditure / Revenue Fund Summary Report**

6. **Acknowledgement of Donations or Contributions**

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

thereof.”

Therefore, the Superintendent recommends the following resolution:

“BE IT RESOLVED by the School Board of Independent School District No.314 that the School Board accepts with appreciation the following contributions and permits their use as designated by the donors.”

Date	Donor	Donation	Purpose/Program
9/13/18	Heather Sward	sand box toys & balls	Elem. Recess
9/13/18	Debbie Grell	Hula Hoops, chalk & bubbles	Elem. Recess
9/18/18	Debbie Singh	\$50.00	Angel Fund
10/5/18	Waste Mgmt.	\$500.00	Student needs
10/8/18	Derek Becker	Steel Material	Repairing Greenhouse
10/11/18	Frandsen Bank	10 Dell monitors, 11 keyboards, & 7 mice - value \$650	Tech dept

7. **Open Forum.**

8. **RESOLUTION AWARDING THE SALE, PRESCRIBING THE FORM AND DETAILS, AUTHORIZING THE EXECUTION, DELIVERY AND REGISTRATION, AND PROVIDING FOR THE PAYMENT OF GENERAL OBLIGATION ALTERNATIVE FACILITIES AND CAPITAL FACILITIES REFUNDING BONDS, SERIES 2018A.**

Representatives from Ehlers will be at the meeting to share the bids received for the refunding of the bonds.

**CERTIFICATION OF MINUTES RELATING
TO
GENERAL OBLIGATION ALTERNATIVE FACILITIES AND CAPITAL FACILITIES REFUNDING BONDS, SERIES
2018A**

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 314 (BRAHAM), STATE OF MINNESOTA

BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A regular meeting, held on _____, 2018, at __:00 o'clock p. m. in the District.

MEMBERS PRESENT:

MEMBERS ABSENT:

DOCUMENTS ATTACHED: Extract of minutes of said meeting.

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

WITNESS MY HAND officially as such recording officer this ____ day of _____, 2018.

School District Cler

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION AWARDING THE SALE, PRESCRIBING THE FORM AND DETAILS, AUTHORIZING THE EXECUTION, DELIVERY AND REGISTRATION, AND PROVIDING FOR THE PAYMENT OF GENERAL OBLIGATION ALTERNATIVE FACILITIES AND CAPITAL FACILITIES REFUNDING BONDS, SERIES 2018A

WHEREAS, the Issuer has previously issued its General Obligation Alternative Facilities Bonds, Series 2009 dated April 7, 2009, and General Obligation Facilities Bonds, Series 2009 B, dated April 7, 2009 (the Prior Bonds); and

WHEREAS, Minnesota Statutes, Section 475.67, permits the Issuer to issue bonds to pay the costs of refunding all or part of the indebtedness of the Issuer.

BE IT RESOLVED by the School Board of Independent School District No. 314 (Braham), Minnesota (the Issuer), as follows:

Section 1. Authorization and Sale

1.01 **Authorization.** At a meeting held on September 17, 2018, the Board authorized the sale and issue of its General Obligation Alternative Facilities and Capital Facilities Refunding Bonds, Series 2018A (the Bonds) in the aggregate principal amount of two million, seven hundred twenty-five thousand Dollars (\$2,725,000), subject to adjustment as provided in the Terms of Proposal at the time of sale of the Bonds. The proceeds of the sale of the Bonds shall be used for the purpose of effecting a current refunding of the Prior Bonds.

1.02 **Sale and Award.** The Board, having been advised by Ehlers & Associates, Inc., as independent financial advisors to the Issuer in connection with the sale of the Bonds, has determined that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, subdivision 2, as amended. On October 15, 2018, the Superintendent and the Board Chair received __ proposals presented in conformity with the Terms of Proposal contained in the Official Statement, which terms are hereby ratified and confirmed in all respects. The proposal received from _____, of _____, _____(the Purchaser), to purchase the Bonds at a price of \$_____, as the proposal with the lowest true interest cost to the Issuer, is hereby accepted and the sale of the Bonds is awarded to the Purchaser.

Section 2. Bond Terms; Registration; Execution and Delivery

2.01 **Maturities, Interest Rates and Denominations.** The Bonds shall be dated as of the date of delivery thereof, shall be issued in denomination of \$5,000 or integral multiples thereof, and shall mature on February 1 in the years and in the principal amounts, serially or as term bonds, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
2020	\$650,000	2023	\$685,000
2021	665,000	2024	\$45,000
2022	675,000		

The Bonds shall bear interest from the date thereof payable semi-annually on February 1 and August 1, commencing August 1, 2019, until paid at rates to be determined at the time of sale, subject to the parameters set forth in Section 1.02. Interest shall be payable 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. Interest shall be computed on the basis of a 360-day year and twelve 30-day months.

2.02 **Redemption.**

No Optional Redemption of Bonds

The bonds are not subject to optional redemption prior to maturity.

Mandatory Redemption of Term Bonds

[Term Bond Provisions if necessary: The Bonds maturing February 1, 20__ shall be term bonds subject to mandatory redemption at a redemption price equal to the principal thereof plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in the principal amounts set forth below opposite such years:

Mandatory Redemption Date	Principal Amount
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The Bonds maturing February 1, 20__ shall be term bonds subject to mandatory redemption at a redemption price equal to the principal thereof plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in the principal amounts set forth below opposite such years:

Mandatory Redemption Date	Principal Amount
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The Paying Agent shall select bonds to be redeemed by lot, in multiples of \$5,000. Official notice of redemption shall be given by the Paying Agent on behalf of the Issuer. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the redemption date; the redemption price; the place where bonds called for redemption are to be surrendered for payment; and that interest on bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

Prior to the date set for redemption of any Bond prior to its stated maturity date, the Clerk shall cause notice of the call for redemption thereof to be published as required by law, and, at least 30 days prior to the designated redemption date, shall cause notice of the call thereof for redemption to be mailed by first class mail to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 3 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.

In addition, further notice shall be given by the Paying Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.]

Section 3. **Registration, Execution and Delivery**

3.01 **Registration** The Bonds shall be registered as to principal and interest and shall be numbered as determined by the hereinafter described Paying Agent.

The principal of the Bonds shall be payable upon presentation and surrender of the appropriate bond at the designated office of the Paying Agent. Interest shall be paid by check drawn on the Paying Agent mailed to the registered owner of the Bonds at the registered address, as shown on the registration books of the Issuer maintained by the Paying Agent. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of the registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Issuer to conform to market practice in the future.

3.02 **Paying Agent.** The Issuer hereby appoints Bond Trust Services Corporation, Roseville, MN, as the initial bond registrar, transfer agent and paying agent (the Paying Agent). The Chair and the Clerk are authorized

to execute and deliver, on behalf of the Issuer, a contract with the Paying Agent. Upon merger or consolidation of the Paying Agent 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 Paying Agent. The Issuer agrees to pay the reasonable and customary charges of the Paying Agent for the services performed. The Issuer reserves the right to remove the Paying Agent upon thirty days' notice and upon the appointment of a successor Paying Agent, in which event the predecessor Paying Agent shall deliver all cash and Bonds in its possession to the successor Paying Agent and shall deliver the bond register to the successor Paying Agent.

The effect of registration and the rights and duties of the Issuer and the Paying Agent with respect thereto shall be as follows:

(a) **Register.** The Paying Agent shall keep at its principal corporate trust office a bond register in which the Paying Agent 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 Paying Agent, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Paying Agent 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 Paying Agent 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 Paying Agent 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 Paying Agent and thereafter disposed of as directed by the Issuer.

(e) **Improper or Unauthorized Transfer.** When any Bond is presented to the Paying Agent for Transfer, the Paying Agent 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 Paying Agent 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 Issuer and the Paying Agent 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 Paying Agent may impose a charge upon the owner thereof sufficient to reimburse the Paying Agent 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 Paying Agent in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Paying Agent of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Paying Agent of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the Issuer and the Paying Agent shall be named as obligees. All Bonds so surrendered to the Paying Agent shall be canceled by it and evidence of such cancellation shall be given to the Issuer. 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.

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC"), and the Superintendent is authorized to execute such custodial or other agreement with DTC as may

be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the form of the Bonds within the parameters of this Resolution as may be required to accomplish the foregoing.

3.03 **Execution, Authentication and Delivery.** The Bonds shall be signed by the manual or facsimile signatures of the Board Chair and Clerk of the Issuer. In case any officer whose signature or facsimile thereof 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 he or she had remained in office until delivery. No Bond authorized under this Resolution shall be valid until authenticated by an authorized representative of the Paying Agent. The executed certificate of authentication on such Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Bonds shall be delivered to the Paying Agent for authentication and be delivered by the Treasurer to the purchaser in accordance with instructions from the Board Chair and Clerk upon payment of the purchase price for the Bonds in accordance with the Terms of Proposal for the Bonds. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping.

Section 4. **Bond Form**

The Bonds shall be substantially in the following form with such changes as are necessary to conform the bonds to the final terms of sale of the Bonds and such changes as to ministerial form as may be reasonably requested by the Paying Agent:

**UNITED STATES OF AMERICA
STATE OF MINNESOTA
ISANTI, CHISAGO, KANABEC, AND PINE COUNTIES**

**INDEPENDENT SCHOOL DISTRICT NO. 314 (BRAHAM)
GENERAL OBLIGATION ALTERNATIVE FACILITIES AND CAPITAL FACILITIES REFUNDING BONDS, SERIES
2018A**

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
		November 7, 2018	

REGISTERED OWNER:

PRINCIPAL AMOUNT:

INDEPENDENT SCHOOL DISTRICT NO. 314 (BRAHAM), ISANTI, CHISAGO, KANABEC, AND PINE COUNTIES, MINNESOTA (the Issuer), 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 August 1, 2019, 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, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Bond Registrar and Paying Agent (the Paying Agent), or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$_____ issued pursuant to resolutions adopted by the School Board of the Issuer on September 17, 2018, and October 15, 2018, (collectively the Resolutions), to provide funds to effectuate a current refunding of the Issuer's General Obligation Alternative Facilities Bonds, Series 2009A and General Obligation Capital Facilities Bonds, Series 2009B, and is issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, 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.

The bonds are not subject to optional redemption prior to maturity.

[Term Bond Provisions if necessary: Bonds maturing on February 1, 201_, selected at random by the Paying Agent, are subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in the principal amount set forth below opposite such years:

<u>Mandatory</u> <u>Redemption Date</u>	<u>Principal Amount]</u>
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Prior to the date specified for the redemption of any Bond prior to its stated maturity date, the Issuer will cause notice of the call for redemption to be published as required by law, and, at least 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 Paying Agent 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. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.]

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

As provided in the Resolutions and subject to certain limitations set forth therein, this Bond is transferable upon the books of the Issuer at the principal office of the Paying Agent 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 Paying Agent, 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 Issuer 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 Issuer and the Paying Agent 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 Issuer nor the Bond Paying Agent shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the Issuer in accordance with its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Bonds are payable from a separate debt redemption fund of the Issuer and from ad valorem taxes and other funds which have been appropriated to such fund; that, if necessary for payment of principal of and interest on the Bonds, additional ad valorem taxes are required to be levied upon all taxable property in the Issuer without limitation as to rate or amount; that the issuance of this Bond does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation; and that the opinion printed hereon is a full and correct copy of the legal opinion given by Bond Counsel with reference to the Bonds, dated as of the date of original delivery of the Bonds.

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

IN WITNESS WHEREOF, the Issuer, by its School Board, has caused this Bond to be executed on its behalf by the signatures of the Chairperson and Clerk and has caused this Bond to be dated as of the Date of Original Issue set forth above.

INDEPENDENT SCHOOL DISTRICT NO. 314
(BRAHAM), MINNESOTA

Attest: _____

Clerk

By

By _____

Chairperson

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication:

BOND TRUST SERVICES CORPORATION, Paying Agent

By

Authorized Representative

ByBy

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

TEN COM	as tenants in common	UTMA _____ as Custodian for _____ (Cust) (Minor)
TEN ENT	as tenants by entireties	Under Uniform Transfers to Minors Act _____ (State)
JT TEN	as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____, the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

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

Name and address of assignee:

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

Signature Guaranteed: _____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges.

Section 5. **Application of Proceeds**

The proceeds of the Bonds shall be used for the purpose effecting a current refunding of the Prior Bonds.

Any net original issue premium received upon sale and delivery of the Bonds shall be deposited in the appropriate account consistent with State and federal law, and if required by State or federal law, may be used to reduce the principal amount of Bonds issued.

Section 6. **Debt Service Fund**

6.01 **Debt Service Fund.** The Bonds shall be payable from a separate Series 2018A General Obligation Alternative Facilities and Capital Facilities Refunding Bond Fund in the Debt Service Fund of the District (the 2018 Debt Service Fund) which shall be created and maintained on the books of the Issuer as a separate debt redemption fund until all Bonds, and all interest thereon, are fully paid. All ad valorem taxes levied and collected as hereinafter specified, shall be credited to the 2018 Debt Service Fund, as well as any other funds appropriated by the Board for the payment of the Bonds.

6.02 **Pledge of Full Faith and Credit; Tax Levies.** For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith and credit and taxing powers of the Issuer shall be and are hereby irrevocably pledged. In order to provide the moneys for the payment thereof required by Minnesota Statutes, Section 475.61, there is hereby levied upon all of the taxable property in the Issuer a direct annual ad valorem tax which shall be spread upon the tax rolls for collection, as a part of other general taxes of the Issuer, in the years and amounts as specified on the levy computation sheet attached hereto as Exhibit A, subject to adjustment at the time of sale in conformity with Section 1.02 and incorporated herein by reference as through fully specified in this paragraph.

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

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

Section 7. **Investments; Tax Covenant**

The Issuer shall not invest, reinvest or accumulate any moneys deemed to be proceeds of the Bonds pursuant to the Internal Revenue Code of 1986, as amended in such a manner as to cause the Bonds to be "arbitrage bonds" within the meaning of the Internal Revenue Code. The Issuer hereby covenants that, to the extent permitted by law, it will take all actions within its control and that it shall not fail to take any action as may be necessary to maintain the exemption of interest on the Bonds from gross income for federal income tax purposes, including but not limited to, actions relating to the rebate of arbitrage earnings, if applicable, and the expenditure and investment of Bond proceeds and moneys deemed to be Bond proceeds, all as more fully set forth in the Non-Arbitrage and Tax Compliance Certificate to be delivered by the Issuer on the date of delivery of the Bonds. The bonds are hereby designated as qualified tax-exempt obligations for purposes of deduction of interest expense for financial institutions.

Section 8. **Bond Counsel**

Ratwik, Roszak & Maloney, P.A., is hereby appointed as bond counsel.

Section 9. **Certification of Proceedings**

9.01 **Filing with County Auditors.** The Clerk is directed to file with the County Auditors of Isanti, Chisago, Kanabec, and Pine Counties a certified copy of this resolution, and to obtain from each of the County auditors a certificate stating that the Bonds have been entered upon the Auditor's bond register and the tax required by law has been levied.

9.03 **Certification of Proceedings.** The officers of the Issuer and the County Auditors are authorized and directed to prepare and furnish to the Purchaser and to bond counsel certified copies of all proceedings and records of the Issuer relating to the authorization and issuance of the Bonds and such other affidavits and certificates as may reasonably be required to show the facts relating to the legality and marketability of the bonds as such facts appear from the officer's books and records or are otherwise known to them. All such certified copies, certificates

and affidavits, including any heretofore furnished, shall be deemed representations of the Issuer as to the correctness of all statements contained therein.

9.04 **Official Statement.** The Official Statement relating to the Bonds, in the form to be dated **October 15, 2018**, prepared and delivered on behalf of the Issuer by Ehlers & Associates, Inc., is hereby approved, with such changes which are necessary and desirable to make the information contained therein accurate and correct, and the officers of the Issuer are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency thereof.

9.05 **Continuing Disclosure.** The Board Chair and Clerk are each hereby authorized to execute and deliver, prior to delivery of the Bonds, a written continuing disclosure undertaking in substantially the form attached hereto as Exhibit B in order to enable the Purchaser of the Bonds to comply with the requirements of Rule 15c2-12.

9.06 **Delivery.** In the event that the Superintendent or Board Chair is not available at the time that it becomes necessary to take actions directed or authorized under this resolution, then the Superintendent or Board Chair is authorized to designate any other officer of the Board is authorized to take the actions delegated to the Authorized Officer by this Resolution. The officers, administrators, agents and attorneys of the Issuer are authorized and directed to take all other actions necessary and convenient to facilitate issuance, sale, and delivery of the Bonds and expenditure of Bond proceeds, and to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient to complete the issuance, sale, and delivery of the Bonds and expenditure of Bond proceeds in accordance with this Resolution, including any applications or requests to the Minnesota Department of Education and payment of any related filing fees, appropriation and transfer of Bond proceeds as appropriate, and payment of costs of issuance as directed by Ehlers & Associates, Inc., including, bond counsel fees, financial advisor fees, rating agency fees, official statements, and any other costs necessary to accomplish sale and delivery of the Bonds.

Section 10. State Payment; Issuer and Paying Agent Obligations.

The Issuer hereby covenants and obligates itself to notify the Commissioner of Education 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 124.755 (the State Payment Law), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The Issuer further covenants to deposit with the Paying Agent three business days prior to each interest and principal payment date as set forth in Sections 1.02 and 2.01 hereof, an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Paying Agent will notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Paying Agent to pay the Bonds in full at maturity. The Paying Agent will cooperate with the Issuer, the Commissioner of Education and the Commissioner of Finance 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 Paying Agent 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 Paying Agent prior to the payment date of such interest or principal shall be deemed satisfied and neither the Issuer nor the Paying Agent shall be required to notify the Commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The Issuer shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Finance or the Commissioner of Education.

Section 11. Conflicting Resolutions.

All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are hereby rescinded.

Attest: _____
Clerk Clerk

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

TAX LEVY COMPUTATION

EXHIBIT B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

_____, _____, _____

9. **RESOLUTION AWARDING THE SALE, PRESCRIBING THE FORM AND DETAILS, AUTHORIZING THE EXECUTION, DELIVERY AND REGISTRATION, AND PROVIDING FOR THE PAYMENT OF GENERAL OBLIGATION taxable opeb refunding BONDS, SERIES 2018b.**

**CERTIFICATION OF MINUTES RELATING
TO
GENERAL OBLIGATION Taxable opeb refunding bonds, series 2018b**

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 314 (BRAHAM), STATE OF MINNESOTA

BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A regular meeting, held on _____, 2018, at __:00 o'clock p.
m. in the District.

MEMBERS PRESENT:

MEMBERS ABSENT:

DOCUMENTS ATTACHED: Extract of minutes of said meeting.

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

WITNESS MY HAND officially as such recording officer this ___ day of _____, 2018.

School District Clerk

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION AWARDING THE SALE, PRESCRIBING THE FORM AND DETAILS, AUTHORIZING THE EXECUTION, DELIVERY AND REGISTRATION, AND PROVIDING FOR THE PAYMENT OF GENERAL OBLIGATION taxable opeb refunding BONDS, SERIES 2018b

WHEREAS, the Issuer has previously issued its General Obligation Taxable OPEB Bonds, Series 2009C, dated **September 16, 2009** (the Prior Bonds); and

WHEREAS, Minnesota Statutes, Section 475.67, permits the Issuer to issue bonds to pay the costs of refunding all or part of the indebtedness of the Issuer.

BE IT RESOLVED by the School Board of Independent School District No. 314 (Braham), Minnesota (the Issuer), as follows:

Section 1. Authorization and Sale

1.01 **Authorization.** At a meeting held on September 17, 2018, the Board authorized the sale and issue of its General Obligation Taxable OPEB Refunding Bonds, Series 2018B (the Bonds) in the aggregate principal amount of seven hundred ninety thousand Dollars (\$790,000), subject to adjustment as provided in the Terms of Proposal at the time of sale of the Bonds. The proceeds of the sale of the Bonds shall be used for the purpose of effecting a current refunding of the Prior Bonds.

1.02 **Sale and Award.** The Board, having been advised by Ehlers & Associates, Inc., as independent financial advisors to the Issuer in connection with the sale of the Bonds, has determined that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, subdivision 2, as amended. On October 15, 2018, the Superintendent and the Board Chair received ___ proposals presented in conformity with the Terms of Proposal contained in the Official Statement, which terms are hereby ratified and confirmed in all respects. The proposal received from _____, of _____, _____(the Purchaser), to purchase the Bonds at a price of \$_____, as the proposal with the lowest true interest cost to the Issuer, is hereby accepted and the sale of the Bonds is awarded to the Purchaser.

Section 2. Bond Terms; Registration; Execution and Delivery

2.01 **Maturities, Interest Rates and Denominations.** The Bonds shall be dated as of the date of delivery thereof, shall be issued in denomination of \$5,000 or integral multiples thereof, and shall mature on February 1 in the years and in the principal amounts, serially or as term bonds, as follows:

<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
-------------	-------------------------	-------------	-------------------------

2020	\$120,000	2023	\$135,000
2021	125,000	2024	135,000
2022	130,000	2025	145,000

The Bonds shall bear interest from the date thereof payable semi-annually on February 1 and August 1, commencing August 1, 2019, until paid at rates to be determined at the time of sale, subject to the parameters set forth in Section 1.02. Interest shall be payable 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. Interest shall be computed on the basis of a 360-day year and twelve 30-day months.

2.02 Redemption.

No Optional Redemption of Bonds

The bonds are not subject to optional redemption prior to maturity.

Mandatory Redemption of Term Bonds

[Term Bond Provisions if necessary: The Bonds maturing February 1, 20__ shall be term bonds subject to mandatory redemption at a redemption price equal to the principal thereof plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in the principal amounts set forth below opposite such years:

Mandatory	
Redemption Date	Principal Amount

The Bonds maturing February 1, 20__ shall be term bonds subject to mandatory redemption at a redemption price equal to the principal thereof plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in the principal amounts set forth below opposite such years:

Mandatory	
Redemption Date	Principal Amount

The Paying Agent shall select bonds to be redeemed by lot, in multiples of \$5,000. Official notice of redemption shall be given by the Paying Agent on behalf of the Issuer. Such notice shall be dated and shall contain at a minimum the following information: original issue date; maturity dates; interest rates; CUSIP numbers, if any; certificate numbers (and in the case of partial redemption) the called amounts of each certificate; the redemption date; the redemption price; the place where bonds called for redemption are to be surrendered for payment; and that interest on bonds or portions thereof called for redemption shall cease to accrue from and after the redemption date. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.

Prior to the date set for redemption of any Bond prior to its stated maturity date, the Clerk shall cause notice of the call for redemption thereof to be published as required by law, and, at least 30 days prior to the designated

redemption date, shall cause notice of the call thereof for redemption to be mailed by first class mail to the registered holders of any Bonds to be redeemed at their addresses as they appear on the bond register described in Section 3 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.

In addition, further notice shall be given by the Paying Agent in such manner as may be required or suggested by regulations or market practice at the applicable time, but no defect in such further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as prescribed herein.]

Section 3. **Registration, Execution and Delivery**

3.01 **Registration** The Bonds shall be registered as to principal and interest and shall be numbered as determined by the hereinafter described Paying Agent.

The principal of the Bonds shall be payable upon presentation and surrender of the appropriate bond at the designated office of the Paying Agent. Interest shall be paid by check drawn on the Paying Agent mailed to the registered owner of the Bonds at the registered address, as shown on the registration books of the Issuer maintained by the Paying Agent. Interest shall be payable to the registered owner of record as of the fifteenth day of the month prior to the payment date for each interest payment. The date of determination of the registered owner for purposes of payment of interest as provided in this paragraph may be changed by the Issuer to conform to market practice in the future.

3.02 **Paying Agent.** The Issuer hereby appoints Bond Trust Services Corporation, Roseville, MN, as the initial bond registrar, transfer agent and paying agent (the Paying Agent). The Chair and the Clerk are authorized to execute and deliver, on behalf of the Issuer, a contract with the Paying Agent. Upon merger or consolidation of the Paying Agent 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 Paying Agent. The Issuer agrees to pay the reasonable and customary charges of the Paying Agent for the services performed. The Issuer reserves the right to remove the Paying Agent upon thirty days' notice and upon the appointment of a successor Paying Agent, in which event the predecessor Paying Agent shall deliver all cash and Bonds in its possession to the successor Paying Agent and shall deliver the bond register to the successor Paying Agent.

The effect of registration and the rights and duties of the Issuer and the Paying Agent with respect thereto shall be as follows:

(a) **Register.** The Paying Agent shall keep at its principal corporate trust office a bond register in which the Paying Agent 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 Paying Agent, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Paying Agent 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 Paying Agent 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 Paying Agent 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 Paying Agent and thereafter disposed of as directed by the Issuer.

(e) **Improper or Unauthorized Transfer.** When any Bond is presented to the Paying Agent for Transfer, the Paying Agent 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 Paying Agent 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 Issuer and the Paying Agent 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 Paying Agent may impose a charge upon the owner thereof sufficient to reimburse the Paying Agent 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 Paying Agent in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Paying Agent of evidence satisfactory to it that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Paying Agent of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the Issuer and the Paying Agent shall be named as obligees. All Bonds so surrendered to the Paying Agent shall be canceled by it and evidence of such cancellation shall be given to the Issuer. 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.

The Bonds may be issued in book-entry-only form through The Depository Trust Company in New York, New York ("DTC"), and the Superintendent is authorized to execute such custodial or other agreement with DTC as may be necessary to accomplish the issuance of the Bonds in book-entry-only form and to make such changes in the form of the Bonds within the parameters of this Resolution as may be required to accomplish the foregoing.

3.03 **Execution, Authentication and Delivery.** The Bonds shall be signed by the manual or facsimile signatures of the Board Chair and Clerk of the Issuer. In case any officer whose signature or facsimile thereof 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 he or she had remained in office until delivery. No Bond authorized under this Resolution shall be valid until authenticated by an authorized representative of the Paying Agent. The executed certificate of authentication on such Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution. The Bonds shall be delivered to the Paying Agent for authentication and be delivered by the Treasurer to the purchaser in accordance with instructions from the Board Chair and Clerk upon payment of the purchase price for the Bonds in accordance with the Terms of Proposal for the Bonds. Executed blank bonds for registration and issuance to transferees shall simultaneously, and from time to time thereafter as necessary, be delivered to the Paying Agent for safekeeping.

Section 4. Bond Form

The Bonds shall be substantially in the following form with such changes as are necessary to conform the bonds to the final terms of sale of the Bonds and such changes as to ministerial form as may be reasonably requested by the Paying Agent:

UNITED STATES OF AMERICA
 STATE OF MINNESOTA
 ISANTI, CHISAGO, KANABEC, and pine COUNTIES

independent school district no. 314 (braham)
 general obligation Taxable opeb REFUNDING bondS, series 2018b

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP No.</u>
-------------	-----------------	-------------------------------	------------------

November 7, 2018

REGISTERED OWNER:

PRINCIPAL AMOUNT:

INDEPENDENT SCHOOL DISTRICT NO. 314 (BRAHAM), ISANTI, CHISAGO, KANABEC, AND PINE COUNTIES, MINNESOTA (the Issuer), 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 August 1, 2019, 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, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Bond Registrar and Paying Agent (the Paying Agent), or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith, credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

This Bond is one of an issue in the aggregate principal amount of \$_____ issued pursuant to resolutions adopted by the School Board of the Issuer on September 17, 2018, and October 15, 2018, (collectively the Resolutions), to provide funds to effectuate a current refunding of the Issuer's General Obligation Taxable OPEB Bonds, Series 2009C, and is issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, 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.

The bonds are not subject to optional redemption prior to maturity.

[Term Bond Provisions if necessary: Bonds maturing on February 1, 201_, selected at random by the Paying Agent, are subject to mandatory redemption, at a redemption price equal to their principal amount plus interest accrued thereon to the redemption date, without premium, on February 1 in each of the years shown below, in the principal amount set forth below opposite such years:

Prior to the date specified for the redemption of any Bond prior to its stated maturity date, the Issuer will cause notice of the call for redemption to be published as required by law, and, at least 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 Paying Agent 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. Upon partial redemption of any Bond, a new Bond or Bonds will be delivered to the owner without charge, representing the remaining principal amount outstanding.]

As provided in the Resolutions and subject to certain limitations set forth therein, this Bond is transferable upon the books of the Issuer at the principal office of the Paying Agent 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 Paying Agent, 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 Issuer 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 Issuer and the Paying Agent 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 Issuer nor the Bond Paying Agent shall be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the Issuer in accordance with its terms, have been done, do exist, have happened and have been performed in regular and due form, time and manner as so required; that the Bonds are payable from a separate debt redemption fund of the

Issuer and from ad valorem taxes and other funds which have been appropriated to such fund; that, if necessary for payment of principal of and interest on the Bonds, additional ad valorem taxes are required to be levied upon all taxable property in the Issuer without limitation as to rate or amount; that the issuance of this Bond does not cause the indebtedness of the Issuer to exceed any constitutional or statutory limitation; and that the opinion printed hereon is a full and correct copy of the legal opinion given by Bond Counsel with reference to the Bonds, dated as of the date of original delivery of the Bonds.

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

IN WITNESS WHEREOF, the Issuer, by its School Board, has caused this Bond to be executed on its behalf by the signatures of the Chairperson and Clerk and has caused this Bond to be dated as of the Date of Original Issue set forth above.

INDEPENDENT SCHOOL DISTRICT NO. 314
(BRAHAM), MINNESOTA

Attest: _____
Clerk

By _____
Chairperson

ByBy

CERTIFICATE OF AUTHENTICATION

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

Date of Authentication:

BOND TRUST SERVICES CORPORATION, Paying Agent

By
Authorized Representative

ByBy

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

TEN COM - - as tenants
in common

UTMA _____ as Custodian for _____
(Cust) (Minor)

TEN ENT - - as tenants
by entireties

Under Uniform Transfers to Minors
Act _____ (State)

JT TEN - - as joint tenants
with right of survivorship and not as tenants in common

Additional abbreviations may also be used.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto _____, the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ attorney to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

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

Name and address of assignee:

PLEASE INSERT SOCIAL SECURITY NUMBER OR OTHER IDENTIFYING NUMBER OF ASSIGNEE:

Signature Guaranteed: _____

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges.

Section 5. Application of Proceeds

The proceeds of the Bonds shall be used for the purpose of effecting a current refunding of the Prior Bonds Any net original issue premium received upon sale and delivery of the Bonds shall be deposited in the appropriate account consistent with State and federal law, and if required by State or federal law, may be used to reduce the principal amount of Bonds issued.

Section 6. Debt Service Fund

6.01 **Debt Service Fund.** The Bonds shall be payable from a separate Series 2018B General Obligation Taxable OPEB Refunding Bond Fund in the Debt Service Fund of the District (the 2018 Debt Service Fund) which shall be created and maintained on the books of the Issuer as a separate debt redemption fund until all Bonds, and all

interest thereon, are fully paid. All ad valorem taxes levied and collected as hereinafter specified, shall be credited to the 2018 Debt Service Fund, as well as any other funds appropriated by the Board for the payment of the Bonds.

6.02 Pledge of Full Faith and Credit; Tax Levies. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith and credit and taxing powers of the Issuer shall be and are hereby irrevocably pledged. In order to provide the moneys for the payment thereof required by Minnesota Statutes, Section 475.61, there is hereby levied upon all of the taxable property in the Issuer a direct annual ad valorem tax which shall be spread upon the tax rolls for collection, as a part of other general taxes of the Issuer, in the years and amounts as specified on the levy computation sheet attached hereto as Exhibit A, subject to adjustment at the time of sale in conformity with Section 1.02 and incorporated herein by reference as through fully specified in this paragraph.

The tax levies provided in this paragraph are such that if collected in full they, together with estimated collections of other revenues herein pledged for the payment of the Bonds (other than cash on hand), will produce at least five percent (5%) in excess of the amounts needed to meet when due the principal and interest payments on the Bonds, except for interest payable hereunder from cash on hand on the date of Bond closing and pledged for such purpose. Said tax levies shall be irrevocable as long as any of said Bonds are outstanding and unpaid, provided that the Issuer reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61.

Section 7. **Reserved.**

Section 8. **Bond Counsel**

Ratwik, Roszak & Maloney, P.A., is hereby appointed as bond counsel.

Section 9. **Certification of Proceedings**

9.01 Filing with County Auditors. The Clerk is directed to file with the County Auditors of Isanti, Chisago, Kanabec, and Pine Counties a certified copy of this resolution, and to obtain from each of the County auditors a certificate stating that the Bonds have been entered upon the Auditor's bond register and the tax required by law has been levied.

9.03 Certification of Proceedings. The officers of the Issuer and the County Auditors are authorized and directed to prepare and furnish to the Purchaser and to bond counsel certified copies of all proceedings and records of the Issuer relating to the authorization and issuance of the Bonds and such other affidavits and certificates as may reasonably be required to show the facts relating to the legality and marketability of the bonds as such facts appear from the officer's books and records or are otherwise known to them. All such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Issuer as to the correctness of all statements contained therein.

9.04 Official Statement. The Official Statement relating to the Bonds, in the form to be dated **October 15**, 2018, prepared and delivered on behalf of the Issuer by Ehlers & Associates, Inc., is hereby approved, with such changes which are necessary and desirable to make the information contained therein accurate and correct, and the officers of the Issuer are hereby authorized and directed to execute such certificates as may be appropriate concerning the accuracy, completeness and sufficiency thereof.

9.05 Continuing Disclosure. The Board Chair and Clerk are each hereby authorized to execute and deliver, prior

to delivery of the Bonds, a written continuing disclosure undertaking in substantially the form attached hereto as Exhibit B in order to enable the Purchaser of the Bonds to comply with the requirements of Rule 15c2-12.

9.06 **Delivery.** In the event that the Superintendent or Board Chair is not available at the time that it becomes necessary to take actions directed or authorized under this resolution, then the Superintendent or Board Chair is authorized to designate any other officer of the Board is authorized to take the actions delegated to the Authorized Officer by this Resolution. The officers, administrators, agents and attorneys of the Issuer are authorized and directed to take all other actions necessary and convenient to facilitate issuance, sale, and delivery of the Bonds and expenditure of Bond proceeds, and to execute and deliver all other agreements, documents and certificates and to take all other actions necessary or convenient to complete the issuance, sale, and delivery of the Bonds and expenditure of Bond proceeds in accordance with this Resolution, including any applications or requests to the Minnesota Department of Education and payment of any related filing fees, appropriation and transfer of Bond proceeds as appropriate, and payment of costs of issuance as directed by Ehlers & Associates, Inc., including, bond counsel fees, financial advisor fees, rating agency fees, official statements, and any other costs necessary to accomplish sale and delivery of the Bonds.

Section 10. **State Payment; Issuer and Paying Agent Obligations.**

The Issuer hereby covenants and obligates itself to notify the Commissioner of Education 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 124.755 (the State Payment Law), to guarantee (to the extent provided therein) payment of the principal of and interest on the Bonds when due. The Issuer further covenants to deposit with the Paying Agent three business days prior to each interest and principal payment date as set forth in Sections 1.02 and 2.01 hereof, an amount sufficient to make that payment or to notify the Commissioner of Education as provided in the State Payment Law that it will be unable to make all or a portion of such payment. The Paying Agent will notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal of and interest on the Bonds at maturity or, if on the date two business days prior to maturity, there are insufficient funds on deposit with the Paying Agent to pay the Bonds in full at maturity. The Paying Agent will cooperate with the Issuer, the Commissioner of Education and the Commissioner of Finance 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 Paying Agent 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 Paying Agent prior to the payment date of such interest or principal shall be deemed satisfied and neither the Issuer nor the Paying Agent shall be required to notify the Commissioner of Education that insufficient funds are available to pay such interest or principal on such payment date. The Issuer shall do all other things which may be necessary to perform the obligations hereby undertaken under the State Payment Law, including any requirements hereafter adopted by the Commissioner of Finance or the Commissioner of Education.

Section 11. **Conflicting Resolutions.**

All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are hereby rescinded.

Attest: _____
Clerk Chair

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

EXHIBIT A

TAX LEVY COMPUTATION

EXHIBIT B

FORM OF CONTINUING DISCLOSURE UNDERTAKING

_____, _____, _____

10. **Review the FY18 Audit Report from Burkhardt and Burkhardt.**

Please review audit material that was sent in Board addendums. Presentation and acceptance of the FY18 Audit will be at the November Regular Board Meeting.

11. **Review Elementary Principal's report.**

**Braham Area Elementary
October 2018 Board Report**

1. **Isanti County**
 - Attended Isanti County Student Support Meeting with Jonelle Klemz
 - Thanks to all she does for our students at our school and in the community.
 2. **Good News Call Of The Day**
 - Continuing to make daily calls to parents of students and staff.
 3. **MAASFEP (October 10-12)**
 - Title I Conference
 4. **Fire Prevention Day**
 - Thank you to the Braham Fire Dept. for coming out to spend the day with us and teaching us about Fire Prevention.
 5. **Preschool Screening**
 - Ran incredibly smooth!
 - Thanks to Judy Bendickson, Lindsay Rasmussen, Mariah Olson, Meredith Salus, Paulette Wiesz, Kristi Lee, Jonelle Klemz, and many volunteers for making this day run as smooth as possible.
 6. **Powerschool Login**
 - Thank you to Teresa Person for helping us get our 4, 5, and 6 families connected to PowerSchool
 - Families can now see grades, assignments, etc.
-

12. **Review High School Principal's report.**

**HS Principal / Activities Director
School Board Report
October 15, 2018**

1. Homecoming ran during the week of September 23-29. A lot of excitement and a lot of Bomber spirit throughout the entire week. Congratulations to our Homecoming Candidates Lilia Anderson, Maddie Nelson, McKenna Grams, Emma Downing, Sarah Tomlinson, Sierra Giffrow, Jacob Johnson, Ryan Roslin, Jeremy Brown, Dakota Hill, Brody Marthaler and Matt Yerke. An extra congratulations to our 2018 Homecoming King and Queen Dakota Hill and Lilia Anderson. Thank you to Tammi Johnson and the student council for all of the work in lining up the homecoming activities!
2. I attended the mandatory Minnesota State High School League 2018 Fall Area Meeting on Tuesday, September 11 at the Kelly Inn in St. Cloud. Topics of discussion included: Mission Statement, Board Goals, Finances, Bylaw 403.00 Cooperative Sponsorship Clarification, Legislative Updates, rSchool Today RefView and a Reviewal of Transfer Options / Eligibility.
3. MEA Break will be on Thursday, October 18 and Friday, October 19.

4. Parent Teacher Conferences will be held on Thursday, November 8 and Tuesday, November 13 from 3:15 - 7:15 p.m.
5. Our fall musical "The Addams Family" dates and times are just around the corner;
 - a. November 2, 3 and 10 at 7:00 p.m.
 - b. November 4 and 11 at 2:00 p.m.
6. Please be aware of the following dates for upcoming playoffs
 - a. Cross Country Sections: at Mora on October 25
 - b. Volleyball Subsections: (at higher seed) October 25 / 26
 - c. Football Sections: (at higher seed) October 23 / 27.
7. Winter Sports will kick off on the following dates:
 - a. JH Girls Basketball on Tuesday, November 6, 2018.
 - b. C/JV/V Girls Basketball on Monday, November 12, 2018.
 - c. C/JV/V Boys Basketball on Monday, November 19, 2018.
 - d. Grades 7-12 Wrestling on Monday, November 19, 2018.
 - e. JH Boys Basketball on Thursday, January 3, 2019.
8. The high school is participating in Unity Day on Wednesday, October 24, 2018. It is a day in which all students and staff are invited to wear the color orange in support of bullying prevention. Students and staff will unite together for kindness, acceptance and inclusion.
9. We are currently accepting applications for the Minnesota State High School League's ExCEL awards. ExCEL stands for Excellence in Community, Education and Leadership and is a unique recognition program designed exclusively for Minnesota high school juniors who are active in school activities, who show leadership qualities, and who work voluntarily in their community. The application process closes on October 10.

Respectfully submitted,
Shawn Kuhnke

13. **Superintendent's report.**

1. Isanti County Corrections Advisory Board meeting update - Sept. 19, 2018:
 - ACES: Task force meeting again soon. Six people (2 from Braham) attended training this summer.
 - T-21: Work continues to make Isanti County T-21 (must be 21 to purchase tobacco)
 - C-I school update: pulling out of RRSEC, changes to leadership, full time SRO in Isanti.
2. ECMECC Board of Directors meeting update - Sept. 19, 2018:
 - Election of officers:
 - Chair: Steve Eklund (Braham)
 - Vice Chair: Aimee Struffert (Milaca)
 - Secretary / Treasurer: Jeannette Kester (East Central)
 - Distance Learning Programs - 40 classes offered - over 600 students registered.
 - Financial Report and Director's Report provided. Highlights:
 - ECCO coordinator hired (Amanda Tessmer - Braham) and off to a good start
 - Focus on PD for tech coordinators and upgrading security systems
 - Google Expedition Kit (virtual reality) is very popular
3. Grandy Lions meeting highlights:
 - a. Pancake breakfast was well attended on October 14

- b. Donations impacting ISD #314
 - i. \$400 for FFA National Convention travel expenses
 - ii. \$2,000 for SuperMileage team expenses
- 4. Braham Chamber update (Oct. 9):
 - Back-to-Business social event replaced regular meeting - well attended!
 - Less than ten 'Bomber Country' yard signs remaining.
- 5. SEE General Membership meeting update - Sept. 21, 2018:
 - MN Senator Eric Pratt (Ed. Policy Committee, Assistant Majority Leader) spoke on the topic of special education funding. Hearings are currently being held to simplify the system and lower costs.
 - SEE Legislative goals (draft) for the 2019 session include:
 - Increase equalization rates to benefit low property wealth districts (that's us)
 - Increase basic aid revenue
 - Increase access to broadband and CTE opportunities
 - Provide funding for Q-comp in districts not in the program and increase funding for districts with low levels of referendum and categorical revenue
 - Several common sense policy reforms
 - A copy of the platform will be shared when finalized
 - Morris Leatherman Company shared recent MN public opinion survey. Highlights:
 - Education is listed as most important issue in state (27%)
 - 50% feel education funding is adequate, 43% feel it is inadequate
 - 73% support 'Parent Trigger' laws
 - 55% support Universal PreK
 - 58% support a 1% broad sales tax for education (nothing exempt)
- 6. A committee of 17 (composed of staff, students, and community members) met on October 10 to engage in strategic planning around the World's Best Workforce Plan. Staff meetings will be offered on November 5, and the plan will be presented to the full board in November.
- 7. ISD #314 Operating Levy update:
 - a. Brochure mailed to all ISD #314 residents on Oct. 6
 - b. Starting October 1, daily updates have been published on Facebook page and website. As of Oct. 10, 26 public meetings, four radio shows, at least 14 newspaper articles, four 'Levy Question' events at athletic events, and numerous one-on-one conversations have been held.
 - c. Final public presentation Oct. 16 at Braham Area High School / 6:30 p.m. @ C100, although groups and individuals are encouraged to contact our office for additional information or presentations.
 - d. Vote at your regular polling place during the general elections on November 6.
- 8. The Minnesota Department of Education announced that 90 Minnesota public school districts or charter schools were awarded school safety grants to be used for security and violence prevention improvements at 123 building sites across the state (1,187 applications were submitted). Braham was one of the fortunate sites chosen as the 5-12 building was awarded \$155,850. The district plans to complete the projects prior to the start of the 2019-2020 school year.

14. **Acknowledge Braham "HONORS" Recipients.**

Emily Ludwig	Braham Area School District #314 would like to congratulate you for being selected as the 2018-2019 Teacher of the Year. Great Staff = Great School!
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Sheila Seibert, Sarah Tilkens-Rogstad	Braham Area School District #314 would like to congratulate you for being selected as a 2018-2019 Outstanding Educational Support Staff Member of the Year. Great Staff = Great School!
Emily Ludwig, Korey Sybrant	Braham Area School District #314 would like to congratulate you for being selected as a 2018-2019 Leadership in Educational Excellence Award winner. Great Staff = Great School!
Joe Rajkowski, Jan Strohkirch, Jennifer Lundin, Roxanne Kirby	Braham Area School District #314 would like to recognize you for being nominated to win a staff excellence award. Your nomination is an obvious reflection of the quality of work you do for the district. We appreciate you!
Jeff Eklund, Katie Kunshier, Shawn Kuhnke, Steve Eklund, Ken Lindgren, Allison Londgren, Trina Olson, Mike Thompson, Dakota Hill, Chris Grote, Tammi Johnson, Becky Swanson, Jonelle Klemz, Lori Auers, Ben Carlson, Connie Gelle, Jody Baker	Braham Area School District #314 would like to recognize you for your contributions in updating the World's Best Workforce plan. Districts with a clear purpose and commitment to achievement have higher success rates. We sincerely thank you for being part of this critical process.
Waste Management	Braham Area School District #314 would like to recognize you for your contribution to our ECFE program. Investing in our youngest learners is a proven strategy to increase school success rates.

15. **School Board members' reports/updates.**

16. **Approve updates to Elementary handbook.**

Additions to Elem. handbook regarding Lunch Information and Expectations.

Lunch Information and Expectations

Lunch Account Payments

Lunch account refers to an account that is used for breakfast, lunch, and milk. It is a prepaid, computerized program. When students bring in money, it is credited to his/her account. Parents can deposit lunch money electronically or in person. Deposits made in the cafeteria must include the student's full name, account number, and have the amount written on the check, or on the sealed envelope for check/cash deposits. Money may be sent by the week, month or longer. Lunch payments are collected every morning in the cafeteria from 7:40-8:00 am. Or High School: by submitting into a lock box at the high school (one is located outside of the high school office and the other is located in the high school cafeteria by the boys restroom.) For the Elementary School: Payments can be brought to the classroom and brought down daily with the lunch counts.

You may also pay online with my school bucks. www.myschoolbucks.com

Lunch Account Balances

You may check your child's lunch account balance at any time using the My School Bucks link on the school website. You will need to have your login name and password. This will also allow you to make online lunch payments to your child's account. This is the easiest and preferred method. This will also allow you to receive low lunch account balance alerts.

Lunch Account Policy

Ala Carte is offered at our high school cafeteria only. Ala Carte is offered only to 7th – 12th grades students. If you wish to set restrictions of your student's ala carte purchases please send an email to dbryant@braham.k12.mn.us High School Students who have accounts that have a negative balance will not be allowed to charge Ala Carte items on their account but will be able to receive a full reimbursable lunch. Grades 5 and 6 will not be offered Ala Carte as they are still considered elementary students. Students should memorize their account number and keep it confidential.

Please see our unpaid meal charge policy located on the schools website for further information regarding negative balances. www.braham.k12.mn.us

No accounts should be negative at the end of the year. Any balances left in accounts will rollover to the next school year.

Students that are graduating, balances will be rolled over to a siblings account for the next years use. If no siblings refunds will be mailed within 2-3 weeks after the school year has ended.

Free or Reduced Lunches

Free or reduced breakfasts and lunches are available for students of families meeting the criteria. **New Forms must be filled out each year.** Forms are mailed home prior to the start of the new school year and handed out on Orientation night, and given to families when registering a new student. All parents are encouraged to submit a form. If your financial situation changes during the school year, forms can be picked up at either one of the schools to be filled out at any time. Or you may visit our website and apply online brahamfoodservice.heartlandapps.com Return completed forms to any school office. Qualifying for free/reduced does not negate any current negative balances, families are still accountable for those charges and these accounts should be paid as soon as possible.

Prices (subject to change):

Lunch \$2.60	Reduced Lunch \$0.00
Breakfast \$1.50	Reduced Breakfast \$0.00
Extra Lunch Milk \$0.40	Adult Lunch \$4.00
Second Entrée \$1.50	Adult Breakfast \$2.00
Second Lunch \$3.25	

Student Lunch Menus and Nutritional Values

Menus are published on the Braham Public School website <http://www.braham.k12.mn.us>

Student Cold Lunches

Parents are encouraged to send well-balanced lunches if the child is bringing cold lunch. Students or parents may not call in orders to have meals delivered to school.

Offer vs. Serve

Braham High School utilizes the "Offer versus Serve" method for meal service. This provision allows children to choose food items that are offered rather than requiring them to take all foods listed on the menu. Students must choose at least three of the five food categories offered at lunch. Students are required to select a minimum of a 1/2 cup fruit or vegetable with each meal. Using this method reduces unnecessary food waste, acknowledges students' independent nature and ability to choose, and allows students to try new food items without having to take the entire portion.

Braham Elementary offers all menu items to Pre-School – 4th grade.

It has been proven that parents who discuss food choices and encourage children to eat a variety of foods have a positive impact on a child's nutrient intake.

Breakfast Program

School breakfast is offered every school day from 7:40 am-8:00 am. It is available to all students. Those who qualify for free or reduced lunches are also eligible for free breakfast.

Expected Behavior

Our goal is to make the lunchroom a pleasant place where children can visit with friends and enjoy their lunch. We promote good manners and responsibility. Students are expected to wait patiently while in line, pay for what they take and clean up after themselves. Nothing should be thrown when in the cafeteria.

Students are to observe the following expectations when eating:

1. Take your place in line without 'butting'.
2. Pay for what you take.
3. Use positive and appropriate language, and appropriate volume.
4. Clean up after yourself.

Students may have the opportunity to eat their meals in areas outside of the traditional cafeteria, but no food or drink should be consumed in carpeted areas. This includes classrooms, music rooms, and the media center.

Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the agency (state or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

Mail:

U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
Fax: (202) 690-7442; or
Email: program.intake@usda.gov

17. **Consider FFA trip to Indianapolis.**

Luke Becker, FFA advisor, is requesting approval to attend the National FFA Convention in Indianapolis, Indiana. Dates for the trip will be Oct. 23- 28.

18. **Consider the 2017-18 report on Equitable Access to Excellent Teachers.**

Equitable Access to Excellent Teachers: Per the Minnesota Department of Education's World's Best Workforce report requirements, ISD #314 tracks the placement of all low-income and minority students to ensure a disproportionate number are not served by inexperienced or staff utilizing a variance as compared to their peers.

Over 93% of the student body identifies as being white and the district's free and reduced population was just over 40%. 10% percent of the teaching staff were defined as inexperienced (three or less years of experience), 6% of the teaching staff were defined as out-of-field (licensed teacher providing instruction in an area he/she is not licensed), and ALL staff participated in the teacher development and evaluation (TDE) program during the 2017-2018 school year. Data for the 2017-2018 school year shows the number of low-income and minority students being served by inexperienced or out-of-field teachers was not significantly different as compared to their peers.

19. **Consider Resolution of School Board Supporting Application to MSHSL Foundation.**

FORM A
RESOLUTION OF SCHOOL BOARD SUPPORTING
FORM A APPLICATION TO MINNESOTA
STATE HIGH SCHOOL LEAGUE FOUNDATION

WHEREAS, the Minnesota State High School League Foundation was formed to provide support for Minnesota's high school youth to participate in athletics and fine arts;

WHEREAS, the District #314 School Board recognizes the value of students participation in extracurricular activities; and

WHEREAS, the MSHSL Foundation is offering grants and funding to assist school district in recognizing, promoting and funding extracurricular participation by high school students in athletic and fine arts programs.

THEREFORE, BE IT RESOLVED, that the Braham School Board supports the District's application to the Minnesota State High School League Foundation for a FORM A grant to offset student activity fees.

Date

Board Chair

Date

Board Clerk - Treasurer

20. **Consider 2018-2019 Seniority List for Instructional and Support Staff Personnel.**

The seniority lists for Braham Schools' instructional and support personnel for the 2018-2019 school year are included. These lists have been routed for all school district personnel to review and respond. The school board acts to adopt the seniority lists each October.

Braham Area Public Schools --- Instructional Staff - Detailed Seniority List 18-19

		START	Ten-	CURRENT VALID	EXPIR	CURRENT GENERAL
No.	NAME	DATE	ured	LICENSURE	ATION	ASSIGNMENT
1	Kirby, Roxanne	9/4/1987	T	Elem. Educ. (K-6)	2020	Kindergarten
2	McDonald, Dayla	9/2/1988	T	Elem. Educ. (K-6); Pre-K	2020	6th Grade
3	Pearson, Susan	8/31/1993	T	Phy Ed. (K-12), Coach (7-12) Develop/Adapt PhyEd(PreK-12)	2021	Elem. Phy Ed/DAPE
4	Auers, Lori	1/1/1997	T	Elem. Educ. (K-6)	2019	Kindergarten
5	Gimpl (Johnson) Carmen	1/24/2000	T	English/Language Arts (7-12) Principal K-12/Dist. Sup't.	2021 2019	English
6	Kuhnke, Shawn	8/29/2000	T	Elem. Educ. (1-6) K-12 Principal; Comm Ed Dir	2022 2022	Principal/ AD /Comm Ed Dir
6	Leniz, Aitor	8/29/2000	T	Elem. Educ. (K-6) Principal K-12	2022 2018	5th Grade
6	Leniz, Karen	8/29/2000	T	Elem. Educ. (1-6)	2023	3rd Grade
7	Fox, Shannon	8/28/2001	T	English & Language Arts/ (7-12); Coaching	2020	English
7	Halvorson, Kimberly	8/28/2001	T	Elem. Educ. (1-6)	2020	2nd Grade
7	Johnson, Tammi	8/28/2001	T	All Soc. Studies (7-12), Media Special (K-12) Principal (K-12)	2021 2020	Dean of Students /Soc St
7	Olson, Dawn	8/28/2001	T	Elem. Educ. (K-6)	2019	Kindergarten
7	Sparling, Jay	8/28/2001	T	All Social Studies-All (7-12)	2022	7-8 Social Studies
7	Weisz, Paulette	8/28/2001	T	Speech/Lang Path. (PreK-12)	2023	Speech/Lang. Clinician
8	Lundin, Jennifer	1/21/2002	T	English/LangArts(7-12) / Reading(K-12)	2019	HS English / 5/6 Reading
9	Johnson, Bryan	8/25/2003	T	InstrBand/Orch & Classroom Music (K-12)	2022	Music

9	Swanson, Becky	8/26/2003	T	All Social Studies -7-12)	2021	9 - 12 Soc Studies
				Business (5-12)	2019	
10	Hohn, Nicholas	8/28/2003	T	Elem. Educ. (K-6), Social Studies (5-8)	2023	4th Grade
11	Ludwig, Emily	8/30/2005	T	Mathematics (5-12)	2021	HS Math
				Business (5-12)	2019	
12	Blomdahl, David	8/30/2006	T	Life Science (9-12), Science(5-8)	2022	7 & 8 Sci / Hum Anat / Wldlf Bio
13	Blomdahl, Katie	8/29/2007	T	Elem. Educ.(K-6), Math (5-8)	2022	1st Grade
14	Fix, Tracy	8/29/2007	T	Elem. Educ.(K-6), 5-8 Math	2019	6th Grade
14	Hohn, Brooke	8/29/2007	T	Elem. Educ.(K-6), 5-8 Math	2023	1st Grade
14	Lee, Kristi	8/29/2007	T	Speech/Lang.Pathologist (PreK-12)	2021	Spch/Lang. Path .8 FTE
15	Engelking, Britne	11/12/2007	T	Phy. Ed. (K-12), Health (5-12)	2021	Phys Educ/Health/DAPE
				DAPE (PreK-12)		
16	Stone, Beth	1/22/2008	T	Mathematics (5-12)	2019	9 - 12 Math
17	DeRushia, Andrea	8/27/2008	T	Elem.Educ.(K-6), Math (5-8)	2022	2nd Grade
19	Tomczak, Cassandra	1/25/2010	T	Phy. Ed. & Health Educ. (K-12)	2022	Phy. Ed
				DAPE (PreK-12)	2022	
21	Harvey, Shandell	8/30/2011	T	Elem. Educ. (K-6); Comm.Arts & Lit (5-8)	2019	5th Grade
21	Klemz, Jonelle	8/30/2011	T	School Social Worker (PreK-12)	2020	Social Worker
				Licensed Independent Clinical SW		
22	Eklund, Jeffrey	7/30/2012	T	Principal K-12 / Phy Ed (K-12)	2023	Elementary Principal
23	Olson, Mariah	8/28/2012	T	ECSE (B - Age 6)	2023	ECSE - .6 FTE
24	Mattson, JeanAnn	9/24/2012	T	Elem. Educ. (K-6)	2023	1st Grade
25	Becker, Luke	8/26/2013	T	Ind Tech (5-12); Vo Ag (5-12)	2020	Ind Tech & Voc Ag
				Wrk Based Lrng (5-12)		

26	Hoffman, Amber	8/26/2014	T	Science (5-8); Life Science (9-12)	2020	Sci 7-12 & Biology - .5 FTE
26	Schminski, Brea	8/26/2014	T	Elementary Education (K-6)	2020	3rd Grade
26	Thies, Katie	8/26/2014	T	Vocal & Class music (K-12)	2022	K-12 Vocal Music
26	Rud, Kelly	8/26/2014	T	Spec Ed LD/EBD (K-12), PE (K-12), Coach (K-12)	2020	Elem Special Education
27	Hanson, Catie	9/1/2015	T	Spec Ed EB & LD (K - 12)	2021	Elem Special Education
27	Sybrant, Korey	9/1/2015	T	Elem Education (K-6)	2019	4th Gr
28	Rutten, Mikailya	8/29/2016	P-3	5-8 Science; 9-12 Chemistry	2023	Science 8; Chemistry
28	Pierce, William	8/29/2016	T	Spec Ed LD (K-12)	2019	Special Ed
28	Grote, Chris	8/29/2016	T	Elem Ed (1-6); Coaching (7-12) Principal (K-12)	2019	4th Gr
29	West, Leah	1/26/2017	P-3	K-6 Elem Ed/ K-12 Spec Ed ABS	2022	Work-based Lrng Teacher
30	Salus, Meredith	8/28/2017	P-2	Early Childhood Ed (B-Gr 3) Early Childhood Spec Ed (B-Age 6)	2021 2019	Early Childhood Special Ed
30	Tessmer, Amanda	8/28/2017	P-2	School Counselor	2023	School Counselor - .5 FTE
30	Heitkamp, Kalyn	8/28/2017	T	K-6 Elementary Education	2019	2nd Gr
31	Stolan, Marissa	8/27/2018	P-1	5-6 Special Ed	2023	K-6; Academic and Behavioral (ABS)
31	Johnston, Sarah	8/27/2018	P-1	Mathematics (5-12)	2020	7-8 Math
31	Gulbranson, Per	8/27/2018	P-1	K-12 Visual Arts	2019	HS Art
31	Yrjo, Brady	8/27/2018	P-1	Physical Education Health	2021 2019	7-12 PE/Health
31	Kiewel, Wendy	8/27/2018	P-1	Elem. Ed. (K-6), ELL Community Educ.	2019	Pre-K Teacher
27	Rasmussen, Lindsay	9/1/2015	T	Elem Ed (K-6); Early Ed (B-Gr 3)	2022	EC Teacher/Coordinator
27	Carter, Audra	9/1/2015	T	Pre-K (B - Gr 3); Elem Ed (K-6)	2022	Pre-K; EC Family Facilitator

Legend: T = Tenured P-1 = Probationary 1st yr., P-2 - 2nd yr., P-3 - 3rd yr.

SENIORITY LIST - SUPPORT PERSONNEL
Fall 2018 - DRAFT

CLERICAL	Janet Strohkirch	1983 (Aug)
STAFF	Teresa Person	1992 (Oct)
	Julie Johnson	1998 (Oct)
	Dana Hendren	2006 (Jan)
	Michelle Becker	2006 (Oct)
	Nichole Nelson	2014 (Aug)
PARA STAFF	Barb Johnson	1998 (Jan)
	Kristine Stull	2005 (Sept)
	Averyl Rude	2005 (Oct)
	Carla Maslow	2007 (Sept)
	Amie Shockman	2012 (Sept)
	Ellen McKinney	2012 (Oct)
	Lori Williams	2014 (Aug)
	Chris Thielen	2014 (Oct)
	Holly Olson	2014 (Dec)
	Katie Becker	2015 (Jan)
	Julie Grell	2015 (Mar)
	Eric Jones	2015 (Apr)
	April White	2015 (Sep)
	Sheila Seibert	2015 (Sep)
	Shawna Surdey	2015 (Nov)
	Michelle Oquist	2015 (Nov)
	Allyssa Mattson	2016 (Sep)
	Peter Duvernay	2016 (Sep)
	Stephanie Thomas	2017 (Aug)
	Courtney Robinson	2017 (Aug)
	Jeanette Lener	2017 (Sep)
	Shawna Bobo	2018 (Jan)
	Alyssa Thom	2018 (Feb)
	Angela Kordiak	2018 (Sept)
CUSTODIAL	Marlys Carlson	2010 (Nov)
STAFF	Andrew Olson	2014 (Sept)
	Ashley McMurray	2015 (May)
	Jodi Splittstoser	2017 (Mar)
FOOD	Melinda Husnick	2003 (Nov)
SERVICE	Tammy Johnson	2004 (Oct)
STAFF	Terri Stone	2012 (Dec)
	Hydie Hecht	2014 (Apr)
	Sarah Tilkens-Rogstad	2014 (Aug)
	Nicole Zimpel	2017 (Aug)
	Erica Gould	2018 (Jan)
	Campbell, Kim	2018 (Aug)

21. **Set Special School Board meeting to canvass November 6th election results.**

To meet the legal requirements as set forth in *M.S. 205A.10 subd. 3*, the date needs to fall between the third and tenth day (11/9 and 11/16) following the November general election and cannot be held on Veteran's Day which this year, 2018, will be observed on Monday, November 12th.

22. **Consider cycle review of district policies for adoption.**

#306 -ADMINISTRATOR CODE OF ETHICS; #403- DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES; #406 -PUBLIC AND PRIVATE PERSONNEL DATA; #408 -SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE; #409 EMPLOYEE PUBLICATIONS, INSTRUCTIONAL MATERIALS, INVENTIONS, AND CREATIONS;

Braham Area Public Schools

Ind. School Dist. #314

Braham, MN 55006

Approved by A.A.S.A. Executive Committee, 1976

Reviewed and Accepted by Policy Review Committee: January 9, 1997

Revised: August 22, 2016

Reviewed: **October 15, 2018**

#306 - ADMINISTRATOR CODE OF ETHICS

I. PURPOSE

The purpose of this policy is to establish the requirements of the school board that school administrators adhere to the standards of ethics and professional conduct in this policy and Minnesota law.

II. GENERAL STATEMENT OF POLICY

A. An educational administrator's professional behavior must conform to an ethical code. The code must be idealistic and at the same time practical, so that it can apply reasonably to all educational administrators. The administrator acknowledges that the schools belong to the public they serve for the purpose of providing educational opportunities to all. However, the administrator assumes responsibility for providing professional leadership in the school and community. This responsibility requires the administrator to maintain standards of exemplary professional conduct. It must be recognized that the administrator's actions will be viewed and appraised by the community, professional associates, and students. To these ends, the administrator must subscribe to the following standards.

B. The Educational Administrator:

1. Makes the well-being of students the fundamental value of all decision-making and actions.
2. Fulfills professional responsibilities with honesty and integrity.
3. Supports the principle of due process and protects the civil and human rights of all individuals.
4. Obeys local, state, and national laws and does not knowingly join or support organizations that advocate, directly or indirectly, the overthrow of the government.

5. Implements the school board's policies.
6. Pursues appropriate measures to correct those laws, policies, and regulations that are not consistent with sound educational goals.
7. Avoids using positions for personal gain through political, social, religious, economic, or other influence.
8. Accepts academic degrees or professional certification only from duly accredited institutions.
9. Maintains the standards and seeks to improve the effectiveness of the profession through research and continuing professional development.
10. Honors all contracts until fulfillment, release, or dissolution is mutually agreed upon by all parties to the contract.
11. Adheres to the Code of Ethics for School Administrators in Minnesota Rule.

Legal References: Minn. Stat. § 122A.14, Subd. 4 (Code of Ethics)
Minn. Rules Part 3512.5200 (Code of Ethics for School Administrators)

Cross References:

Braham Area Public Schools

Ind. School Dist. #314

Braham, MN 55006

Adopted: **July 18, 2016**

Reviewed: **October 15, 2018**

#403 DISCIPLINE, SUSPENSION, AND DISMISSAL OF SCHOOL DISTRICT EMPLOYEES

I. PURPOSE

The purpose of this policy is to achieve the effective operation of the school district's programs through the cooperation of all employees under a system of policies and rules applied fairly and uniformly.

II. GENERAL STATEMENT OF POLICY

The disciplinary process described herein is designed to utilize progressive steps, where appropriate, to produce positive corrective action. While the school district intends that in most cases progressive discipline will be administered, the specific form of discipline chosen in a particular case and/or the decision to impose discipline in a manner otherwise, is solely within the discretion of the school district.

III. DISCIPLINE

A. Violation of School Laws and Rules

The form of discipline imposed for violations of school laws and rules may vary from an oral reprimand to termination of employment or discharge depending upon factors such as the nature of the violation, whether the violation was intentional, knowing and/or willful and whether the employee has been the subject of prior disciplinary action of the same or a different nature. School laws and rules to which this provision applies include:

1. policies of the school district;
2. directives and/or job requirements imposed by administration and/or the employee's supervisor; and
3. federal, state and local laws, rules and regulations, including, but not limited to, the rules and regulations adopted by federal and state agencies.

B. Substandard Performance

An employee's substandard performance may result in the imposition of discipline ranging from an oral reprimand to termination of employment or discharge. In most instances, discipline imposed for the reason of substandard performance will follow a progressive format and will be accompanied by guidance, help and encouragement to improve from the employee's supervisor and reasonable time for correction of the employee's deficiency.

C. Misconduct

Misconduct of an employee will result in the imposition of discipline consistent with the seriousness of the misconduct. Conduct which falls into this category includes, but is not limited to:

1. unprofessional conduct;
2. failure to observe rules, regulations, policies and standards of the school district and/or directives And orders of supervisors and any other act of an insubordinate nature;
3. continuing neglect of duties in spite of oral warnings, written warnings and/or other forms of discipline;
4. personal and/or immoral misconduct;
5. use of illegal drugs, alcohol or any other chemical substance on the job or any use off the job which impacts on the employee's performance;
6. deliberate and serious violation of the rights and freedoms of other employees, students, parents or other persons in the school community;
7. activities of a criminal nature relating to the fitness or effectiveness of the employee to perform the duties of the position;
8. failure to follow the canons of professional and personal ethics;
9. falsification of credentials and experience;
10. unauthorized destruction of school district property;
11. other good and sufficient grounds relating to any other act constituting inappropriate conduct;
12. neglect of duty;
13. violation of the rights of others as provided by federal and state laws related to human rights.

IV. FORMS OF DISCIPLINE

A. The forms of discipline that may be imposed by the school district include, but are not limited to:

1. oral warning;
2. written warning or reprimand;
3. probation;
4. disciplinary suspension, demotion or leave of absence with pay;
5. disciplinary suspension, demotion or leave of absence without pay; and
6. dismissal/termination or discharge from employment.

B. Other forms of discipline, including any combination of the forms described in Paragraph A., above, may be imposed if, in the judgment of the administration, another form of discipline will better accomplish the school district's objective of stopping or correcting the offending conduct and improving the employee's performance.

V. PROCEDURES FOR ADMINISTERING POLICY

A. In an instance where any form of discipline is imposed, the employee's supervisor will:

1. Advise the employee of any inadequacy, deficiency or conduct which is the cause of the discipline, either orally or in writing. If given orally, the supervisor will document the fact that an oral warning

- 2. Provide directives to the employee to correct the conduct or performance.
- 3. Forward copies of all writings to the administrator in charge of personnel for filing in the employee's personnel file.
- 4. Allow a reasonable period of time, when appropriate, for the employee to correct or remediate the performance or conduct.
- 5. Specify the expected level of performance or modification of conduct to be required from the employee.

B. The school district retains the right to immediately discipline, terminate or discharge an employee as appropriate, subject to relevant governing law and collective bargaining agreements where applicable.

Legal References: Minn. Stat. § 122A.40 (Teachers – Employment; Contracts; Termination)

Minn. Stat. § 122A.41 (Teacher Tenure)

Minn. Stat. § 122A.44 (Contracting with Teachers)

Minn. Stat. § 122A.58 (Coaches)

Minn. Stat. § 123B.02, Subd. 14 (Employees; Contracts for Services)

Minn. Stat. § 123B.143 (Superintendent)

Minn. Stat. § 123B.147 (Principals)

Minn. Stat. § 197.46 *et seq.* (Veterans Preference Act)

Cross References: MSBA Service Manual, Chapter 3, Employees

Braham Area Public Schools

Ind. School Dist. #314

Braham, MN 55006

Adopted: July 21, 2014

Reviewed: September 19, 2016, **October, 15, 2018**

#406 PUBLIC AND PRIVATE PERSONNEL DATA

I. PURPOSE

The purpose of this policy is to provide guidance to school district employees as to the data the school district collects and maintains regarding its personnel.

II. GENERAL STATEMENT OF POLICY

- A. All data on individuals collected, created, received, maintained or disseminated by the school district, which is classified by statute or federal law as public, shall be accessible to the public pursuant to the procedures established by the school district.
- B. All other data on individuals is private or confidential.

III. DEFINITIONS

- A. "Public" means that the data is available to anyone who requests it.
- B. "Private" means the data is available to the subject of the data and to school district staff who need it to conduct the business of the school district.

- C. "Confidential" means the data is not available to the subject.
- D. "Parking space leasing data" means the following government data on an application for, or lease of, a parking space: residence address, home telephone number, beginning and ending work hours, place of employment, location of parking space, and work telephone number.
- E. "Personnel data" means government data on individuals maintained because they are or were employees of the school district, applicants for employment, or volunteers or independent contractors for the school district, or members of or applicants for an advisory board or commission. Personnel data include data submitted to the school district by an employee as part of an organized self-evaluation effort by the school district to request suggestions from all employees on ways to cut costs, make the school district more efficient, or to improve school district operations. An employee who is identified in a suggestion shall have access to all data in the suggestion except the identity of the employee making the suggestion.
- F. "Finalist" means an individual who is selected to be interviewed by the school board for a position.
- G. "Protected health information" means individually identifiable health information transmitted in electronic form by a school district acting as a health care provider. "Protected health information" excludes health information in education records covered by FERPA and employment records held by a school district in its role as employer.
- H. "Public officials" means business managers; human resource directors; athletic directors whose duties include at least 50 percent of their time spent in administration, personnel, supervision, and evaluation; chief financial officers; directors; and individuals defined as superintendents and principals.

IV. PUBLIC PERSONNEL DATA

- A. The following information on employees, including volunteers and independent contractors, is public:
 - 1. name;
 - 2. employee identification number, which may not be the employee's social security number;
 - 3. actual gross salary;
 - 4. salary range;
 - 5. terms and conditions of employment relationship;
 - 6. contract fees;
 - 7. actual gross pension;
 - 8. the value and nature of employer-paid fringe benefits;
 - 9. the basis for and the amount of any added remuneration, including expense reimbursement, in addition to salary;
 - 10. job title;
 - 11. bargaining unit;
 - 12. job description;
 - 13. education and training background;
 - 14. previous work experience;
 - 15. date of first and last employment;

16. the existence and status of any complaints or charges against the employee, regardless of whether the complaint or charge resulted in a disciplinary action;
17. the final disposition of any disciplinary action, as defined in Minn. Stat. § 13.43, Subd. 2(b), together with the specific reasons for the action and data documenting the basis of the action, excluding data that would identify confidential sources who are employees of the school district;
18. the complete terms of any agreement settling any dispute arising out of the employment relationship, including superintendent buyout agreements, except that the agreement must include specific reasons for the agreement if it involves the payment of more than \$10,000 of public money, and such agreement may not have the purpose or effect of limiting access to or disclosure of personnel data or limiting the discussion of information or opinions related to personnel data;
19. work location;
20. work telephone number;
21. badge number;
22. work-related continuing education;
23. honors and awards received; and
24. payroll time sheets or other comparable data that are used only to account for employee's work time for payroll purposes, except to the extent that release of timesheet data would reveal the employee's reasons for the use of sick or other medical leave or other not public data.

B. The following information on applicants for employment is public:

1. veteran status;
2. relevant test scores;
3. rank on eligible list;
4. job history;
5. education and training; and
6. work availability.

C. Names of applicants are private data except when certified as eligible for appointment to a vacancy or when they become finalists for an employment position.

D. Applicants for appointment to a public body.

1. Data about applicants for appointment to a public body are private data on individuals except that the following are public:
 - a. name;
 - b. city of residence, except when the appointment has a residency requirement that requires the entire address to be public;
 - c. education and training;
 - d. employment history;
 - e. volunteer work;
 - f. awards and honors;
 - g. prior government service;
 - h. any data required to be provided or that are voluntarily provided in an application for appointment to a multimember agency pursuant to Minn. Stat. § 15.0597; and

- i. veteran status.
 - 2. Once an individual is appointed to a public body, the following additional items of data are public:
 - a. residential address;
 - b. either a telephone number or electronic mail address where the appointee can be reached, or both at the request of the appointee;
 - c. first and last dates of service on the public body;
 - d. the existence and status of any complaints or charges against an appointee; and
 - e. upon completion of an investigation of a complaint or charge against an appointee, the final investigative report is public, unless access to the data would jeopardize an active investigation.
 - 3. Notwithstanding paragraph 2., any electronic mail address or telephone number provided by a public body for use by an appointee shall be public. An appointee may use an electronic mail address or telephone number provided by the public body as the designated electronic mail address or telephone number at which the appointee can be reached.
- E. Regardless of whether there has been a final disposition as defined in Minn. Stat. § 13.43, Subd. 2(b), upon completion of an investigation of a complaint or charge against a public official, as defined in Minn. Stat. § 13.43, Subd. 2(e), or if a public official resigns or is terminated from employment while the complaint or charge is pending, all data relating to the complaint or charge are public, unless access to the data would jeopardize an active investigation or reveal confidential sources.
- F. Data relating to a complaint or charge against a public official is public only if: (1) the complaint or charge results in disciplinary action or the employee resigns or is terminated from employment while the complaint or charge is pending; or (2) potential legal claims arising out of the conduct that is the subject of the complaint or charge are released as part of a settlement agreement. Data that is classified as private under another law is not made public by this provision.

V. PRIVATE PERSONNEL DATA

- A. All other personnel data are private and will only be shared with school district staff whose work requires such access. Private data will not be otherwise released unless authorized by law or by the employee's informed written consent.
- B. Data pertaining to an employee's dependents are private data on individuals.
- C. Data created, collected or maintained by the school district to administer employee assistance programs are private.
- D. Parking space leasing data are private.
- E. Personnel data may be disseminated to labor organizations to the extent the school district determines it is necessary for the labor organization to conduct its business or when ordered or authorized by the Commissioner of the Bureau of Mediation Services.
- F. The school district may display a photograph of a current or former employee to prospective witnesses as part of the school district's investigation of any complaint or charge against the employee.

- G. The school district may, if the responsible authority or designee reasonably determines that the release of personnel data is necessary to protect an employee from harm to self or to protect another person who may be harmed by the employee, release data that are relevant to the concerns for safety to:
1. the person who may be harmed and to the attorney representing the person when the data are relevant to obtaining a restraining order;
 2. a pre-petition screening team conducting an investigation of the employee under Minn. Stat. § 253B.07, Subd. 1; or
 3. a court, law enforcement agency, or prosecuting authority.
- H. Private personnel data or confidential investigative data on employees may be disseminated to a law enforcement agency for the purpose of reporting a crime or alleged crime committed by an employee, or for the purpose of assisting law enforcement in the investigation of such a crime or alleged crime.
- I. A complainant has access to a statement provided by the complainant to the school district in connection with a complaint or charge against an employee.
- J. When allegations of sexual or other types of harassment are made against an employee, the employee shall not have access to data that would identify the complainant or other witnesses if the school district determines that the employee's access to that data would:
1. threaten the personal safety of the complainant or a witness; or
 2. subject the complainant or witness to harassment.
- If a disciplinary proceeding is initiated against the employee, data on the complainant or witness shall be available to the employee as may be necessary for the employee to prepare for the proceeding.
- K. The school district shall make any report to the board of teaching or the state board of education as required by Minn. Stat. § 122A.20, Subd. 2, and shall, upon written request from the licensing board having jurisdiction over a teacher's license, provide the licensing board with information about the teacher from the school district's files, any termination or disciplinary proceeding, and settlement or compromise, or any investigative file in accordance with Minn. Stat. § 122A.20, Subd. 2.
- L. Private personnel data shall be disclosed to the department of economic security for the purpose of administration of the unemployment insurance program under Minn. Stat. Ch. 268.
- M. When a report of alleged maltreatment of a student in a school is made to the Commissioner of Education, data that are relevant and collected by the school about the person alleged to have committed maltreatment must be provided to the Commissioner on request for purposes of an assessment or investigation of the maltreatment report. Additionally, personnel data may be released for purposes of informing a parent, legal guardian, or custodian of a child that an incident has occurred that may constitute maltreatment of the child, when the incident occurred, and the nature of the conduct that may constitute maltreatment.
- N. The school district shall release to a requesting school district or charter school private personnel data on a current or former employee related to acts of violence toward or sexual contact with a student, if an investigation conducted by or on behalf of the school district or law enforcement

affirmed the allegations in writing prior to release and the investigation resulted in the resignation of the subject of the data.

- O. The identity of an employee making a suggestion as part of an organized self-evaluation effort by the school district to cut costs, make the school district more efficient, or to improve school district operations is private.
- P. Health information on employees is private unless otherwise provided by law. To the extent that the school district transmits protected health information, the school district will comply with all privacy requirements.
- Q. Personal home contact information for employees may be used by the school district and shared with another government entity in the event of an emergency or other disruption to ensure continuity of operation for the school district or government entity.
- R. The personal telephone number, home address, and electronic mail address of a current or former employee of a contractor or subcontractor maintained as a result of a contractual relationship between the school district and a contractor or subcontractor entered on or after August 1, 2012, are private data. These data must be shared with another government entity to perform a function authorized by law. The data also must be disclosed to a government entity or any person for prevailing wage purposes.

VI. MULTIPLE CLASSIFICATIONS

If data on individuals are classified as both private and confidential by Minn. Stat. Ch. 13, or any other state or federal law, the data are private.

VII. CHANGE IN CLASSIFICATIONS

The school district shall change the classification of data in its possession if it is required to do so to comply with other judicial or administrative rules pertaining to the conduct of legal actions or with a specific statute applicable to the data in the possession of the disseminating or receiving agency.

VIII. RESPONSIBLE AUTHORITY

The school district has designated [*name and title, telephone*] as the authority responsible for personnel data. If you have any questions, contact [*him/her*].

IX. EMPLOYEE AUTHORIZATION/RELEASE FORM

An employee authorization form is included as an addendum to this policy.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

Minn. Stat. § 13.02 (Definitions)

Minn. Stat. § 13.37 (General Nonpublic Data)

Minn. Stat. § 13.39 (Civil Investigation Data)

Minn. Stat. § 13.43 (Personnel Data)

Minn. Stat. § 13.601, Subd. 3 (Elected and Appointed Officials)

Minn. Stat. § 122A.20, Subd. 2 (Mandatory Reporting)

Minn. Stat. § 626.556, Subd. 7 (Reporting of Maltreatment of Minors)

P.L. 104-191 (HIPAA)

45 C.F.R. Parts 160 and 164 (HIPAA Regulations)

Cross References: MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)
MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
MSBA Service Manual, Chapter 13, School Law Bulletin "I" (School Records – Privacy – Access to Data)

Braham Area Public Schools

Ind. School Dist. #314

Braham, MN 55006

Adopted: July 18, 2016; October 15, 2018

#408 SUBPOENA OF A SCHOOL DISTRICT EMPLOYEE

I. PURPOSE

The purpose of this policy is to protect the privacy rights of school district employees and students under both state and federal law when requested to testify or provide educational records for a judicial or administrative proceeding.

II. GENERAL STATEMENT OF POLICY

This policy is to provide guidance and direction for school district employees who may be subpoenaed to testify and/or provide educational records for a judicial or administrative proceeding.

III. DATA CLASSIFICATION

A. Educational Data

1. State Law

The Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13, classifies all educational data, except for directory information as designated by the school district, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data or a parent if the subject of the data is a minor.**

2. Federal Law

The Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, provides that educational data may not be released, except pursuant to informed consent by the individual subject of the data or any lawfully issued subpoena. Regulations promulgated under the federal law require that the school district must first make a reasonable effort to notify the parent of the student, or the student if the student is 18 years of age or older, of the subpoena in advance of releasing the information pursuant to the subpoena.

B. Personnel Data

The MGDPA, Minn. Stat. Ch. 13, also classifies all personnel data, except for certain data specifically classified as public, as private data on individuals. The state statute provides that **private data on individuals may not be released, except pursuant to a valid court order or informed consent by the subject of the data.**

IV. APPLICATION AND PROCEDURES

- A. Any employee who receives a subpoena for any purpose related to employment is to inform the building administrator or designated supervisor when the employee receives the subpoena. The building administrator or designated supervisor shall immediately inform the superintendent that the employee has received a subpoena.
- B. No employee may release educational data, personnel data, or any other data of any kind without consultation in advance with the school district official who is designated as the authority responsible for the collection, use and dissemination of data.
- C. Payment for attendance at judicial or administrative proceedings and the retention of witness and mileage fees is to be determined in accordance with the applicable school board policies and collective bargaining agreements.
- D. The administration shall not release any information except in strict compliance with state and federal law and this policy. Recognizing that an unauthorized release may expose the school district or its employees to civil or criminal penalties or loss of employment, the administration shall confer with school district legal counsel prior to release of such data.

Legal References: Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Rules 1205.0100, Subp. 5 (Minnesota Rules Regarding Data Practices)
 20 U.S.C. § 1232g (Family Educational Rights and Privacy Act)

Cross References: MSBA/MASA Model Policy 211 (Criminal or Civil Action Against School District, School Board Member, Employee, or Student)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records – Privacy – Access to Data)

Braham Area Public Schools
Ind. School Dist. #314
Braham, MN 55006

Adopted: : July 18, 2016; **October 15, 2018**

#409 EMPLOYEE PUBLICATIONS, INSTRUCTIONAL MATERIALS, INVENTIONS, AND CREATIONS

I. PURPOSE

The purpose of this policy is to identify and reserve the proprietary rights of the school district to certain publications, instructional materials, inventions, and creations which employees may develop or create, or assist in developing or creating, while employed by the school district.

II. GENERAL STATEMENT OF POLICY

Unless the employee develops, creates or assists in developing or creating a publication, instructional material, computer program, invention or creation entirely on the employee’s own time and without the use of any school district facilities or equipment, the employee shall immediately disclose and, on demand of the school district, assign any rights to publications, instructional materials, computer programs, materials posted on websites, inventions or creations which the employee develops or creates or assists in developing or creating during the term of employee’s employment and for 2 years thereafter. In addition, employees shall sign such documents and perform such other acts as may be necessary to secure the rights of the school district relating to such publications, instructional materials, computer programs, materials posted on websites, inventions and/or creations, including domestic and foreign patents and copyrights.

III. NOTICE OF POLICY

The school district shall give employees notice of this policy by such means as are reasonably likely to inform them of this policy.

Legal References: Minn. Stat. § 181.78 (Agreements; Terms Relating to Inventions)
17 U.S.C. § 101 *et seq.* (Copyrights)

Cross References:

23. Reminder of the November Regular school board meeting.

The November Regular School Board meeting is set for Monday, November 19th, at 6:30 pm, in B100 – Community Room.

24. Adjourn.

Time: