



AGENDA
Independent School District No. 77
Mankato, MN 56001

Tuesday, February 16, 2016 - 5:30 p.m.
Intergovernmental Center - Mankato Room

Greeters: Supt. Sheri Allen and Board Member Sara Hansen

1. CALL TO ORDER AND ROLL CALL (5:30 P.M.)
2. APPROVAL OF AGENDA (5:30 P.M.)
3. OPEN FORUM (5:35 P.M.)
4. INFORMATION (5:45 P.M.)
 - A. Recognition of School Board Members
 - B. Futures School Report
 - C. Monroe Elementary School Report
 - D. Board Member Workshop/Committee Reports
5. CONSENT AGENDA (6:25 P.M.)
 - A. Approval of Minutes of February 1, 2016, Regular Meeting
 - B. Approval of February Bills
 - C. Personnel - Consent Items
 1. Personnel - Addendum
6. BUSINESS (6:30 P.M.)

- A. Acceptance of Gifts and Grants
 - B. Resolution Providing for the Refunding of \$9,700,000 General Obligation Bonds
7. ADJOURNMENT (6:40 P.M.)



School Board Members for 2016

Ann Hendricks, Chair
133 Ichabod Lane
Mankato, MN 56001
Phone: 351-7503
E-Mail: ahendr1@isd77.k12.mn.us
Term Ends December 31, 2019

Jodi Sapp, Vice-Chair
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Mankato, MN 56001
Phone: 351-6597
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Term Ends December 31, 2017

Judi Brandon, Treasurer
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Term Ends December 31, 2019

Sara Hansen, Clerk
2034 Sundance Lane
North Mankato, MN 56003
Phone: 344-1566
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Term Ends December 31, 2019

Kristi Schuck
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Term Ends December 31, 2017

Kinney Eberhart
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Term Ends December 31, 2017

Abdi Sabrie
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Phone: 933-4254
E-Mail: asabri1@isd77.k12.mn.us
Term Ends December 31, 2019

Sheri L. Allen, Superintendent
10 Civic Center Plaza, Suite 2
Mankato, MN 56001
Phone: 387-1868
E-Mail: sallen1@isd77.k12.mn.us



OPEN FORUM GUIDELINES

The School Board allows public participation at its meeting, but at the same time has the responsibility for conducting its business in an orderly fashion. The Chairperson will provide the audience with an opportunity to speak during the Open Forum portion of the meeting. Citizens wishing to speak are asked to complete a Visitor Registration Card (located at the door of the meeting room) and hand it to the Board Chair or Deputy Clerk prior to the start of the meeting.

The major purpose of the citizens' participation is for the School Board to hear citizen's views on ways to improve the educational program and ways to improve the processes, including communications, for bringing about such improvements.

Each speaker will be asked to state his/her name and address for the record, and will be allowed five minutes for his/her presentation unless the time limit is waived by a majority of the Board members present. When there are a large number of speakers to be heard, the School Board may shorten this time or limit the number of speakers.

During an open meeting, the School Board is prohibited by law from considering allegations or charges against an employee. The presiding officer may terminate the speaker's privilege of address if, after being called to order, he/she persists in improper conduct or remarks.

Members of the School Board and the Superintendent may question a speaker or make comments in response to the speaker's remarks.

Visit our Web Site at www.isd77.org

School Board Meeting Agendas and Minutes can be found at www.isd77.org/page/4677



Mankato Area Public Schools

District Strategic Roadmap

MISSION STATEMENT - *Our core purpose*

Assuring learning excellence and readiness
for a changing world

CORE VALUES - *What drives our actions and words*

Integrity - *Doing the "right thing" at all times with honesty and authenticity*

Respect - *Embracing of our differences, treating others as we wish to be treated*

Excellence - *High expectations for all and in all we do and the courage to challenge for it*

Adaptability - *Engaging in flexible, continuous and purposeful change grounded in data*

Responsibility - *Shared stewardship of and accountability for our words, acts, choices and results*

Engagement - *Actively participating with a mission-focus and values-driven attitude*

Collaboration - *Operating with a preference and capacity for partnership across our community*

VISION - *What we commit to create*

Learner Success through

- Aligned and relevant curriculum meeting individual needs
- Learner excellence and readiness

Sustainable Systems & Structures through

- Sustainable resources for continued growth; freedom from scarcity
- Quality, professional and respected staff
- Sustainable leadership philosophy, practice, and culture

Community Culture of Excellence through

- Recognizing who we are and embracing who we may become
- Collaboration and communication as core competencies

STRATEGIC DIRECTIONS- *Our focus for continuous improvement*

- A. Student learning and engagement
- B. Developing district culture and practices of partnership and connectedness between staff, students, families and community for student learning
- C. Increase readiness for all students to ensure options for life
- D. Needs-based resource allocation
- E. Developing staff capacity, accountability and skills to implement our Strategic Directions

School Board Regular Meeting**ITEM NUMBER: 4. A.****Meeting Date:** 02/16/2016**Prepared By:** Sheri L. Allen, Superintendent**Item Type:** Information

Subject:

Recognition of School Board Members

Background:

The Minnesota School Boards Association declared February 15-19, 2016, as School Board Recognition Week in Minnesota as a time to build awareness and understanding of the vital function an elected School Board plays in our society.

Mankato Area Public Schools is joining with other school districts throughout the State to recognize the important contributions Board members make to communities. This evening it gives me great pleasure to thank and recognize our School Board members on behalf of all our students, parents, staff and community members for your outstanding service. Board members, at your place you will find a certificate in recognition of your dedicated leadership in public education and continuing service to the children of this community. Thank you very much!

Recommended Action:None

School Board Regular Meeting

ITEM NUMBER: 4. B.

Meeting Date: 02/16/2016

Prepared By: Sheri L. Allen, Superintendent

Item Type: Information

Subject:

Futures School Report

Background:

Ruth Rosenwinkel, Assistant Director of Special Education; Tasha Landwehr, School Psychologist; and Jill Mueller, Futures School Coordinator, will present an update report on Futures School.

Recommended Action:

None

Attachments

Futures School Report

2015–16 *Futures Program* Report to the School Board

February 16, 2016

Futures (K–12)

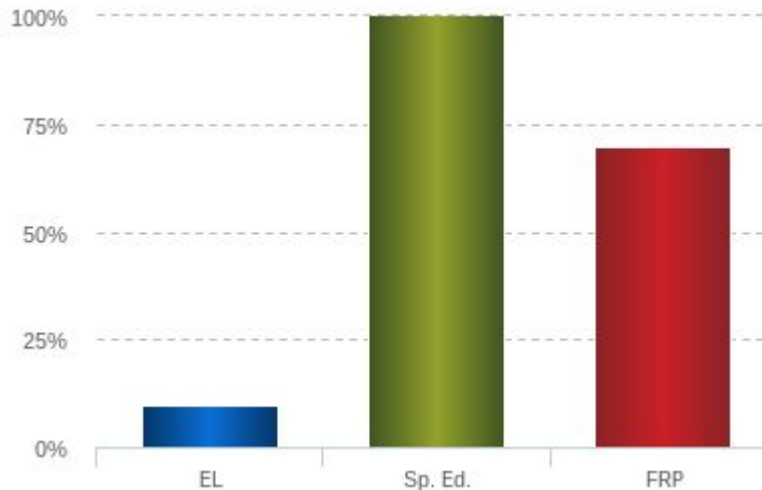
Focus on *Social Emotional Learning* through direct teaching of prosocial skills

Closely working with families, the student's home school, and community supports to foster a culture of learning and high expectations for students

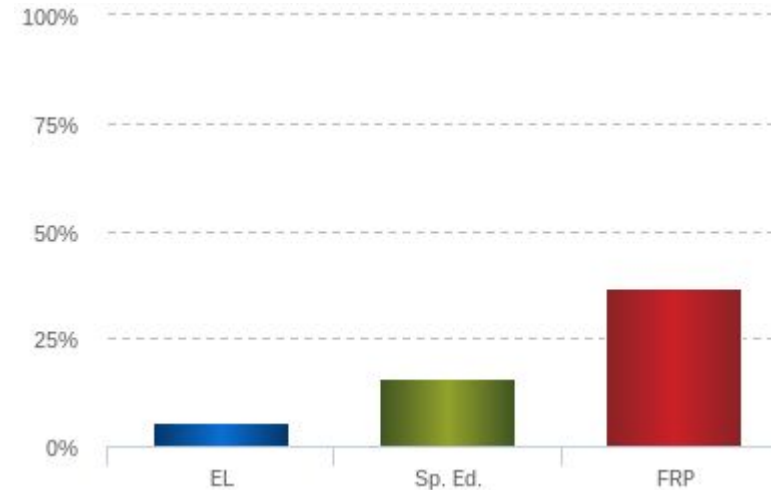
Strong student–teacher relationships to facilitate academic and behavioral learning

Demographics

2015 EL-Sp.Ed.-FRP Population
Futures Program



2015 EL-Sp.Ed.-FRP Population
Mankato Public School District



From MDE website, Jan. 2016
Education.state.mn.us

Our Students

One Elementary Classroom: 6–8 students

Two Middle Level Classrooms: 12–16 students

Two High School Classrooms: 12–16 students

All students have services identified in the area of behavior support.

One class focuses on services for students identified with autism spectrum disorder.

Our Students

2014–15:

4 students transitioning to home school (1 full time)

2015–16:

9 students transitioning to home school (2 full time)

2 students in Community Work Partners at Goodwill

Our Staff

- Five special education teachers
- Seven behavior intervention paraprofessionals
- One school social worker
- One school psychologist
- One physical education teacher
- Art and music specialists shared with other schools
- One secretary
- One coordinator

Boys Town Educational Model

- 2nd year of implementation
- Research-based and evidence-based model
- Aligns to Positive Behavior Interventions and Supports (PBIS)
- All staff are trained– this is a team approach!
- Framework uses prosocial strategies to teach replacement behaviors
- Promote behavioral changes that can be used across environments

Boys Town Educational Model

Systematic teaching process/planned teaching:

- Proactive teaching: skill of the week, individual skills
- Corrective teaching

Students receive reinforcement for behaviors in the form of points (motivation system):

- Points are used to purchase items or privileges of the student's choice

Example of Classroom Social Skill

Disagreeing Appropriately

- Look at the person
- Use a pleasant voice
- Tell why you feel differently
- Give a reason
- Listen to the other person

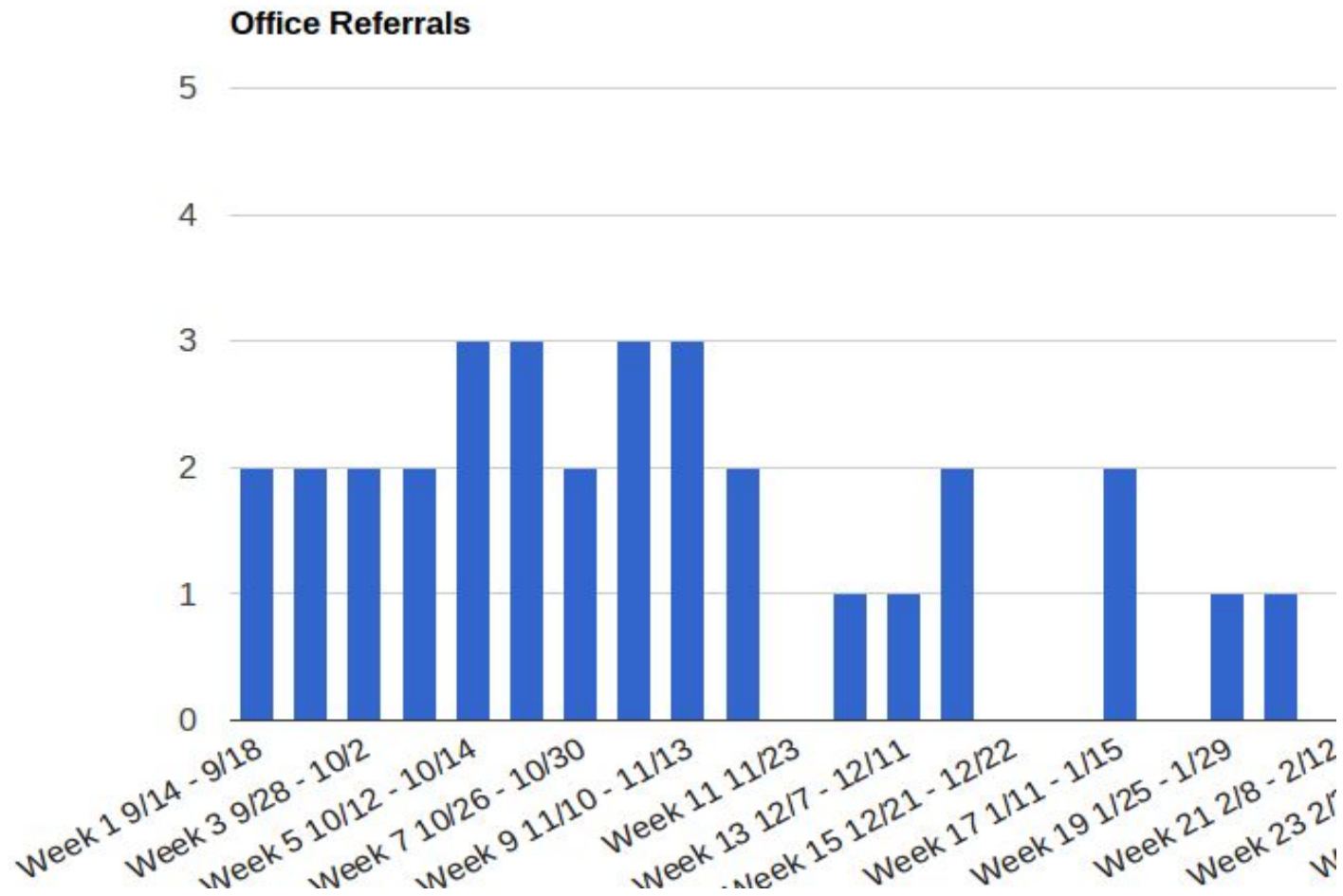
Boys Town Educational Model

Students move up levels within the system when they demonstrate prosocial behaviors

As they move up in levels, students demonstrate readiness for an individualized and purposeful transition to their home school

Empower the students with transferable social skills they need to transition back to their home school

Boys Town Data Example



Improvement Efforts

Strategic Direction A

Student learning and engagement:

Increase positive student behaviors with continued implementation of Boys Town Behavior Management Model:

- Tracking daily information over time
- Teach common skill of the week(s)
- Monthly data meetings
- Weekly problem solving meetings to discuss behavior needs of individual students

Improvement Efforts

Strategic Direction A

Student learning and engagement

Increase academic performance of students

- Ensure NWEA data is up to date for math
- Use Cornell Notes – trained in January
- Use technology – individualize and supplement curriculum

Improvement Efforts

Strategic Direction B

Developing district culture and practices of partnership and connectedness between staff, students, families and community for student learning

Connect with families:

- Point sheet are sent home on a daily basis
- Families are connected to community supports
- Conduct academic conferences at least twice a year
- Connect students and families with activities happening at their home school

Improvement Efforts

Strategic Direction C

Increase readiness for all students to ensure options for life

- Community Work Partners – based on individual strengths and interests
- Work Orientation – based on student age

Improvement Efforts

Direction D

Needs-based resource allocation

- Educare Grant – purchase sensory items to assist students with self-regulation strategies
- Prairie Ecology Bus Grant – purchase motivating items for the school store to support students within the Boys Town Model

Improvement Efforts

Direction E

Developing staff capacity, accountability and skills to implement our Strategic Directions

Build Capacity with Staff:

- Ongoing intentional problem solving conversations about the use of Boys Town from our real life situations
- Connect and align with Mankato schools about common practices related to standards, instruction and curriculum

Professional Learning Community Collaborative Teams

Elementary teacher is focusing on reading.

Secondary teachers are focusing on math.

Futures

Teach and support our students to make choices that positively impact their life, to become self-reliant, and actively engaged in their own learning.



Questions?

Thank you for this opportunity and for
your support!

School Board Regular Meeting

ITEM NUMBER: 4. C.

Meeting Date: 02/16/2016

Prepared By: Sheri L. Allen, Superintendent

Item Type: Information

Subject:

Monroe Elementary School Report

Background:

Steve Johanson, Elementary Principal, will present an update report on Monroe Elementary School.

Recommended Action:

None

Attachments

Monroe Elementary School Report

2015–16
Monroe Elementary
Report to the School Board

February 16, 2016



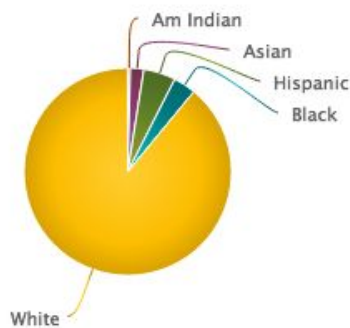
Demographics



Monroe Elementary Mankato Public School District



2015 Enrollment by Ethnicity



Am Indian Asian Hispanic Black White

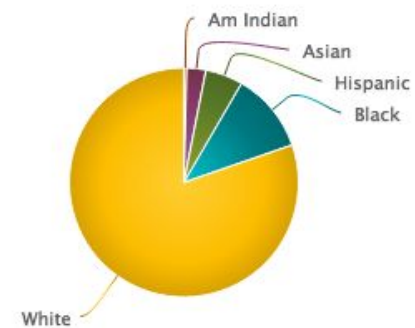
Ethnicity	Count	Percent
American Indian/Alaskan Native	2	0.4%
Asian/Pacific Islander	10	2.1%
Hispanic	24	5.0%
Black, not of Hispanic Origin	17	3.5%
White, not of Hispanic Origin	428	89.0%
All Students	481	100.0%



Mankato Public School District



2015 Enrollment by Ethnicity

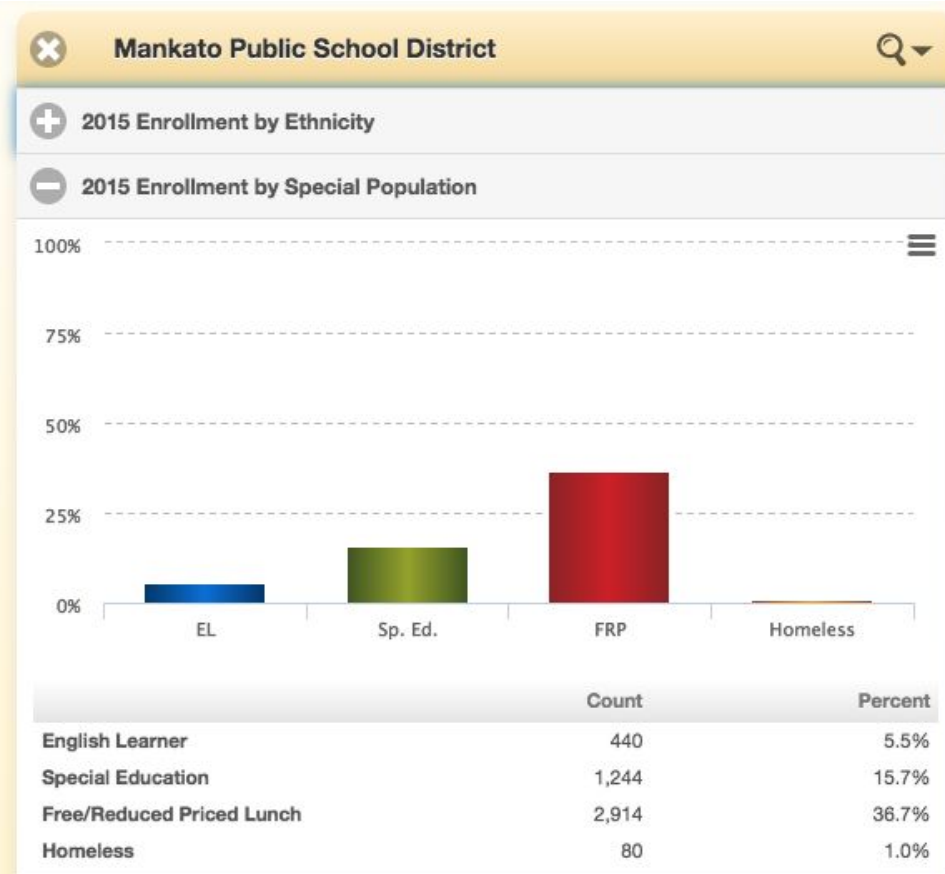
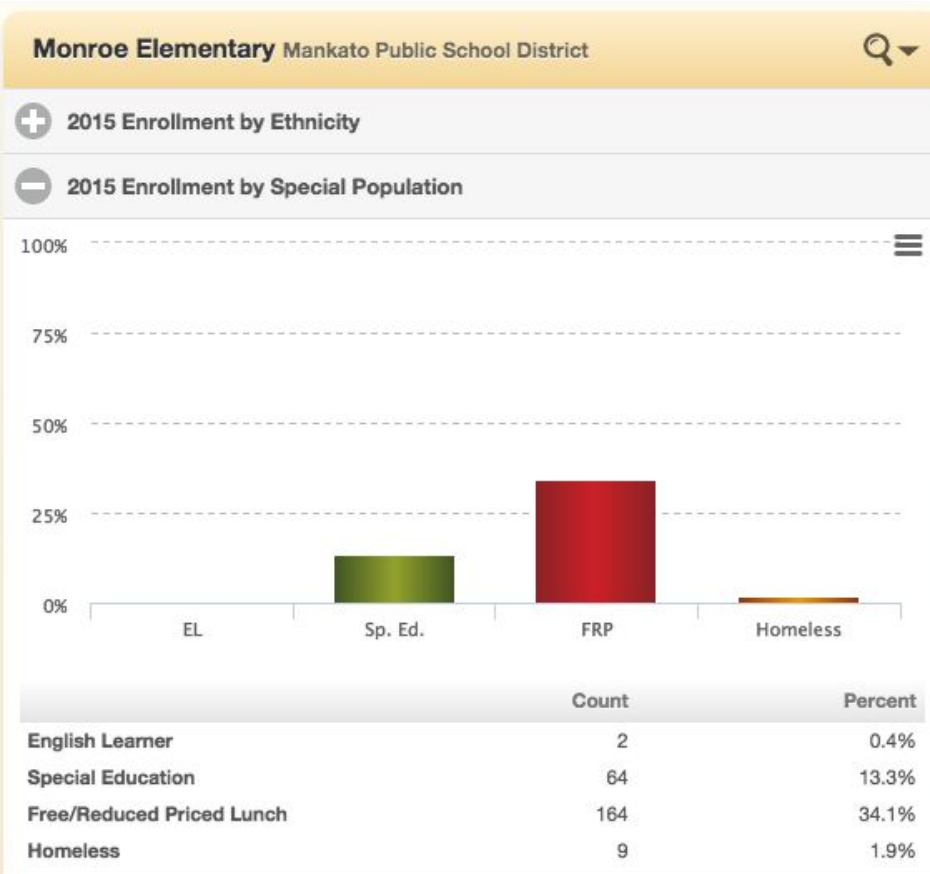


Am Indian Asian Hispanic Black White

Ethnicity	Count	Percent
American Indian/Alaskan Native	31	0.4%
Asian/Pacific Islander	215	2.7%
Hispanic	421	5.3%
Black, not of Hispanic Origin	897	11.3%
White, not of Hispanic Origin	6,384	80.3%
All Students	7,948	100.0%

From MDE website, Feb 2016
Education.state.mn.us

Demographics



From MDE website, Feb 2016
Education.state.mn.us



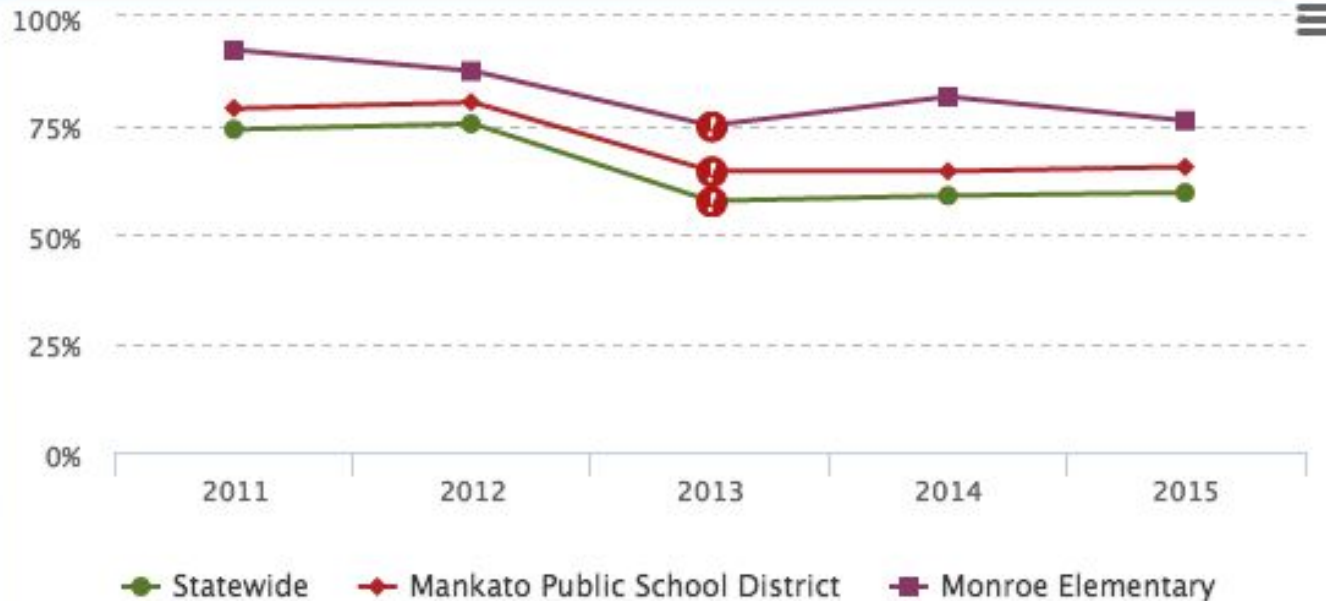
Monroe Reading Trend Data

Monroe Elementary Mankato Public School District

Subject: Reading, Grade: All Grades



2011 - 2015 Proficiency



Monroe Elementary

Year	Percent Proficient
2011	92.2%
2012	87.4%
2013	74.9%
2014	81.5%
2015	76.0%

From MDE website, Feb 2016
Education.state.mn.us

Monroe Math Trend Data

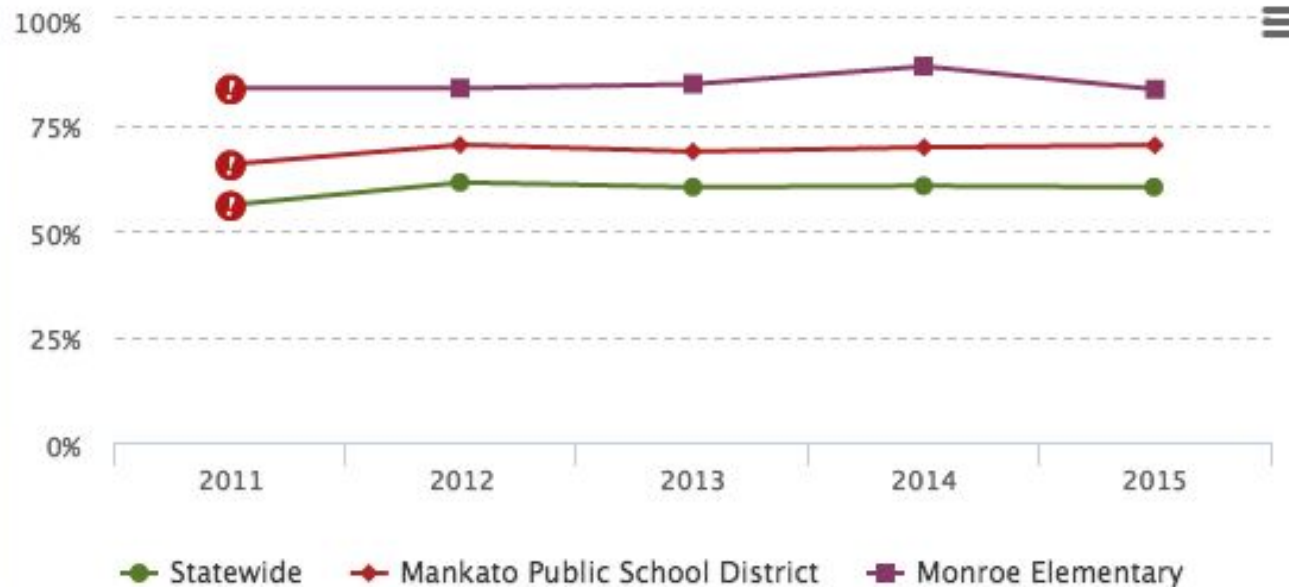


Monroe Elementary Mankato Public School District

Subject: Math, Grade: All Grades



2011 - 2015 Proficiency



Monroe Elementary

Year	Percent Proficient
2011	83.5%
2012	83.5%
2013	84.5%
2014	88.7%
2015	83.3%

From MDE website, Feb 2016
Education.state.mn.us

Improvement Efforts Strategic Direction A



Student Learning and Engagement

Goal #1: All teachers use technology weekly to engage students and enhance student learning.

Goal #2: All teachers have at least 1 lesson, activity or student product that is “above the line” through technology use.

Enhancement	R - Redefinition
	M - Modification
Transformation	A - Augmentation
	S - Substitution

Improvement Efforts Strategic Direction A



How: Through Media Classes, Techie Tuesdays, Tech Preps, and Staff Meetings

Who: Jody Rittmiller/Teachers

Examples:

- Coding during media and Hour of Code in classes
- Camera roll for storytelling
- Math journals using explain everything
- Story writing for all using sock puppets and toontastic
- Stories above and beyond with My Story App
- Padlet to create a storyboard

Improvement Efforts Strategic Direction A



Explain Everything Example

Improvement Efforts Strategic Direction A



Student Learning and Engagement

Goal #3: Reduce the achievement gap between student groups.

Vision: Less than 10% difference between SpEd and non-SpEd

Vision: Less than 10% difference between F/R and non-F/R

Improvement Efforts Strategic Direction A



Who: All staff

How:

- Push in during Reading WIN time
- Using intervention teachers and paras to work with students with Reading needs
- Special Education staff working collaboratively to meet the minutes and supporting all SpEd students
- Using formative data (DIBELS, common Reading and Math assessments) to tier students based on need
- Small group Math
- Principal and CIC coaching
- Open Door Days
- Monthly/weekly team meetings looking at academic and behavior supports
- Monthly Problem Solving Team meeting

Improvement Efforts

Strategic Direction B



Developing district culture and practices of partnership and connectedness between staff, students, families, and community for student learning.

Goal #4: Build a stronger culture of belonging, welcoming and safety for students, staff and families.

Vision: 90% of students/families feel welcome and safe at school

Improvement Efforts

Strategic Direction B



Who: All Staff

How:

- Monthly PBIS themes (December Determination, February Friendship)
- Increased Communication (weekly announcements)
- Increased Celebrations (weekly PRIDE winners, all school celebrations)
- Welcoming Office
- Strong support staff (meet with new students, class lessons, social groups)
- Staff celebrations (monthly activities and random recognition)

Improvement Efforts

Direction E



Developing staff capacity, accountability and skills to implement our Strategic Directions.

Goal #5: Increase teachers use of formative assessments throughout the day.

Vision: 100% of teachers use at least one new formative assessment tool on a monthly basis.

Who: Teachers, Leadership Team, Principal

How:

- Monthly updates from Principal and Leadership team
- PLC updates and sharing of ideas
- Examples of Formative Assessment ideas through videos and resources

Professional Learning Community Collaborative Teams



- Our Collaborative Teams formally meet monthly to make instructional decisions based on formative data.
- Teams review, add, and reflect on their team goals.
- Focus on creating common formative assessments and reviewing data to make instructional decisions.
- ADSIS and Title teachers working with teams to have data conversations to update students in tiered interventions.
- Teams also meet weekly to continue conversations around student needs

Professional Learning Community Collaborative Teams



Example of PLC Goal:

1st Grade

SMART Goal: The percent of students who score 168 RIT or higher in Writing will increase from 78% to 82% as measured by the NWEA Assessment administered in Spring 2016.

What do the students need to know and be able to do to meet the SMART goal? conventions of language, grammatical patterns, language structure, phrases, sentences and paragraphs

Standard:

L 1.1 Demonstrates command of the conventions of standard English grammar and usage with writing or speaking.

L 1.2 Demonstrates command of capitalization and punctuation.

Understand what a paragraph is and the traits of a paragraph (indent, topic sentence)

How will you respond when some students don't learn it?

WIN time will offer opportunity to re-teach skills that are being missed.

How will you respond when some students already know it?

February: The students enjoyed using the My Story app. They were able to read passages at their reading level. We shared the My Story presentations with their families via email.

Blue Ribbon Celebration



Questions?

Thank you for your time tonight, as well as your support and leadership!

School Board Regular Meeting

ITEM NUMBER: 4. D.

Meeting Date: 02/16/2016

Prepared By: Sheri L. Allen, Superintendent

Item Type: Information

Subject:

Board Member Workshop/Committee Reports

Background:

Board members will have an opportunity to provide brief reports on recent workshops they have attended or on committees they are serving on.

Recommended Action:

None

School Board Regular Meeting

ITEM NUMBER: 5. A.

Meeting Date: 02/16/2016

Prepared By: Sheri L. Allen, Superintendent

Item Type: Action

Subject:

Approval of Minutes of February 1, 2016, Regular Meeting

Background:

See attachment.

Recommended Action:

Recommend approval of the minutes as presented.

Attachments

Minutes - February 1, 2016, Regular Meeting

SCHOOL BOARD MINUTES
INDEPENDENT SCHOOL DISTRICT NO. 77
Mankato, Minnesota

February 1, 2016

The School Board of Independent School District No. 77 met in regular session on Monday, February 1, in the Mankato Room of the Intergovernmental Center. Chair Hendricks called the meeting to order at 5:30 p.m. Members present at roll call: Judi Brandon, Kinney Eberhart, Sara Hansen, Ann Hendricks, Abdi Sabrie, Jodi Sapp and Kristi Schuck. Members absent: none.

Mrs. Brandon moved, and Mrs. Eberhart seconded, approval of the agenda together with a personnel addendum. The motion carried on a 7-0 voice vote.

OPEN FORUM - No one wished to speak.

Information Reports: Facilities Update Report presented by Sheri Allen and Scott Hogen; Jefferson Elementary School Report presented by Scot Johnson; East Junior High School Report presented by Steve Rustad and Amanda Kozitza.

The consent agenda items outlined below were approved on a motion by Ms. Hansen, seconded by Ms. Schuck, and carried on a 7-0 roll call vote.

Approval of Minutes of the January 19, 2016, regular Board meeting.

Personnel:

APPOINTMENTS (INSTRUCTIONAL)

Adam Arnst - Full-time (1.00 FTEs) Contract Substitute Physical Education Teacher at East High School for Neil Paarmann beginning January 25 and continuing through the end of the 2015-16 school year. He will be placed on step 1 of the B lane on the Teachers Association salary schedule.

Elisabet Felty - Long Term Substitute Family and Consumer Science Teacher for Nicole Hed at East High School beginning on or about February 8 and ending on or about March 28, 2016. She will be placed on step 1 of the B lane of the Teachers Association salary schedule.

Heather Fitzsimmons - Adult Basic Education Teacher beginning February 1 through May 26, 2016 for 2.5 hours per day/1 day per week for a period of 14 weeks. She will be compensated at the rate of \$23.13 per hour.

Renae Lund - Long Term Substitute Grade 4 Teacher at Hoover Elementary School for Tricia Conetta beginning March 22 and ending May 22, 2016. She will be placed on step 10 of the M lane on the Teachers Association salary schedule.

Maggie Schroeder - Long Term Substitute Health Science Teacher for Sarah Summers at East High School beginning on or about April 20 and ending June 2, 2016. She will be placed on step 1 of the B lane of the Teachers Association salary schedule.

Kimberly Stevermer - Long Term Substitute Special Education Teacher at Hoover Elementary School beginning January 18 and continuing until on or about February 22, 2016; resuming the position beginning May 2, 2016 for the remainder of the 2015-16 school year. She will be placed on step 1 of the B lane of the Teachers Association salary schedule.

Deborah Wynkoop - Long Term Substitute PreSchool Teacher beginning January 28, 2016 and continuing for a period of approximately 16 weeks. She will be compensated at the rate of \$24.61 per hour.

APPOINTMENTS (NONINSTRUCTIONAL)

Stephanie Ahrens - Substitute Intervention Paraprofessional for Carolyn Graham at Eagle Lake Elementary School for 5.5 hours per day/4 days per week beginning January 27 and ending on or about February 25, 2016. She will be compensated at the rate of \$11.82 per hour.

Sarah Blasing - Special Education Paraprofessional at West High School for 4 hours per day/5 days per week beginning January 28, 2016. She will be compensated at the rate of \$10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Michelle Bridges - Transfer to the position of Special Education Paraprofessional at Monroe Elementary School for 6.25 hours per day/5 days per week beginning January 19, 2016. She will be compensated at the rate of \$10.99 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Donald Enter - Transfer to the position of full-time Head Building Engineer, Level 2 at Prairie Winds Middle School beginning February 16, 2016. He will be placed at step 6, classification B32, Level 2 of the Maintenance and Custodial Association salary schedule with an hourly rate of \$21.55.

Cynthia Fuller - Special Education Paraprofessional at Franklin Elementary School for 6.25 hours per day/5 days per week beginning January 27, 2016. She will be compensated at the rate of \$10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Hiedi Howell - Laundress at West High School for 4 hours per day/5 days per week beginning February 1, 2016. She will be compensated at the rate of \$11.25 per hour in accordance with the agreement between the District and the Maintenance and Custodial Association salary schedule.

Jonathan Kreun - Special Education Paraprofessional at East Junior High School for 6.75 hours per day/5 days per week beginning January 25, 2016. He will be compensated at the rate of \$10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Rachel Lebow - NonClassroom (playground) Paraprofessional at Rosa Parks Elementary School for 1.75 hours per day/5 days per week beginning January 29, 2016. She will be compensated at the rate of \$10.86 per hour.

Destani Mans - Special Education Paraprofessional at Kennedy Elementary School for 6.25 hours per day/5 days per week beginning January 29, 2016. She will be compensated at the rate of \$10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Tara Naylor - NonClassroom (lunchroom/playground) Paraprofessional at Washington Elementary School for 1.75 hours per day/5 days per week beginning February 1, 2016. She will be compensated at the rate of \$10.86 per hour.

Michael Nicklay - Special Education Lifeskills Paraprofessional at West High School for 6.75 hours per day/5 days per week beginning January 29, 2016. He will be compensated at the rate of \$13.49 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Lori Peters - NonClassroom (lunchroom) Paraprofessional at Monroe Elementary School for 2 hours per day/5 days per week beginning February 1, 2016. She will be compensated at the rate of \$10.86 per hour.

Cathy Rieber - Brailist on an as needed basis districtwide beginning February 1, 2016. She will be compensated at the rate of \$20.00 per hour.

REQUESTS FOR LEAVE (INSTRUCTIONAL)

Brittany Boyum - Kindergarten Teacher at Hoover Elementary School, has requested a leave under the provisions of the Family Medical Leave Act beginning April 4 and ending May 27, 2016.

April Malphurs - Art Teacher at Hoover Elementary School, has requested an adjustment to her leave under the provisions of the Family Medical Leave Act to begin January 4, 2016 and end March 25, 2016.

Peggy Morris - Kindergarten Teacher at Bridges Community School, has requested a leave under the provisions of the Family Medical Leave Act beginning March 28 and ending May 6, 2016.

Anica Myhr - Speech Language Pathologist at Jefferson Elementary School, has requested a leave under the provisions of the Family Medical Leave Act

beginning March 14 and continuing through June 6, 2016.

REQUESTS FOR LEAVE (NONINSTRUCTIONAL)

Carolyn Graham - Reading Intervention Paraprofessional at Eagle Lake Elementary School, has requested a leave under the provisions of the Family Medical Leave Act beginning January 28 and ending approximately March 31, 2016.

Lynn Ries - Special Education Paraprofessional at East Junior High School, has requested a leave under the provisions of the Family Medical Leave Act beginning January 26 and continuing through approximately March 31, 2016.

Tanya Rustad - Behavior Intervention Paraprofessional at Monroe Elementary School, has requested a leave under the provisions of the Family Medical Leave Act beginning January 12 and continuing through the end of the 2015-16 school year.

Rebecca Willette - LPN/Health Assistant at Hoover Elementary School, has requested a leave under the provisions of the Family Medical Leave Act beginning April 12 and ending June 3, 2016.

RESIGNATIONS (INSTRUCTIONAL)

Amanda Rueter - Reading Intervention Teacher at Mt. Olive, effective as of January 18, 2016.

RESIGNATIONS (NON-AFFILIATED)

Lake Johnson - Recreation Specialist, effective as of February 20, 2016.

RESIGNATIONS (NONINSTRUCTIONAL)

Emily Brownell - ACES Assistant, effective as of February 3, 2016.

John Dabla - ACES Assistant, effective as of January 15, 2016.

Molly Madden - Recreation Coordinator, correction to resignation effective as of February 26, 2016, to be for purposes of retirement.

David Ross - Playground Supervisor at Washington Elementary School, effective as of January 22, 2016.

Kimberly Stevermer - Special Education Paraprofessional at Hoover Elementary School, effective as of January 18, 2016, in order to accept a Long Term Substitute Teacher position at Hoover Elementary School.

There being no further business to consider, Mrs. Brandon moved and Ms. Schuck seconded, that the meeting be adjourned. The meeting was declared adjourned at 7:04 p.m., on a 7-0 voice vote.

Clerk _____

Attest:

Chairperson _____

SCHOOL BOARD PROCEEDINGS
INDEPENDENT SCHOOL DISTRICT NO. 77
Mankato, Minnesota

February 1, 2016

The School Board of Independent School District No. 77 met in regular session on Monday, February 1, in the Mankato Room of the Intergovernmental Center. Chair Hendricks called the meeting to order at 5:30 p.m. Members present at roll call: Judi Brandon, Kinney Eberhart, Sara Hansen, Ann Hendricks, Abdi Sabrie, Jodi Sapp and Kristi Schuck. Members absent: none.

1. Brandon/Eberhart approval of agenda with personnel addendum. 7-0
2. Open Forum - none.
3. Information: Facilities Update Report, Jefferson Elementary School Report, East Junior High School Report.
4. Hansen/Schuck approval of Consent Agenda Items: Approval of Minutes of the January 19, 2016, regular meeting; Approval of Personnel Items. 7-0
5. Brandon/Schuck adjournment at 7:04 p.m. 7-0.

Independent School District No. 77
Mankato, Minnesota
By: Sara Hansen, Clerk

The complete minutes and all documents relating to this meeting are on file and available for review in the Superintendent's Office, 10 Civic Center Plaza, Suite 2 and on-line at www.isd77.org.

School Board Regular Meeting

ITEM NUMBER: 5. B.

Meeting Date: 02/16/2016

Prepared By: Jerry Kolander, Director of Business Affairs

Item Type: Action

Subject:

Approval of February Bills

Background:

At our meeting on Monday evening, the administrative team will be prepared to answer any questions you might have regarding the report on claims and accounts for February. The total of the bills for February of 2016 is \$19,847,310.90.

Recommended Action:

The claims are recommended for payment as presented.

School Board Regular Meeting**ITEM NUMBER: 5. C.****Meeting Date:** 02/16/2016**Prepared By:** Eric Hudspeth, Director of Human Resources and Organizational Development**Item Type:** Action**Subject:**

Personnel - Consent Items

Background:APPOINTMENTS (NON-AFFILIATED)

Seth Hoscheit - Recreation Coordinator at Community Education and Recreation beginning February 15, 2016. He will receive an annual salary of \$55,162, prorated to \$14,527.26 (.5 FTE from February 15 through May 6 for 60 days \$6,316.20 and 1.0 FTE from May 9 through June 30 for 39 days \$8,211.06) and will be eligible for Category II benefits.

APPOINTMENTS (INSTRUCTIONAL)

Betty Alders - Learning in Deed Coordinator, Summer School 2016. She will receive \$1,500 for this assignment.

APPOINTMENTS (NONINSTRUCTIONAL)

Courtney Adair– ACES Assistant at Kennedy Elementary School for 3.25 hours per day/2 days per week beginning January 29, 2016. She will be compensated at the rate of \$9.50 per hour.

Lorena Burzynski - Special Education Paraprofessional for 3 hours per day/5 days per week at 5 C's beginning February 8, 2016. She will be compensated at the rate of \$10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Cassidy Chapek – ACES Assistant at Franklin/Washington Elementary Schools for 3 hours per day/4 days per week beginning January 11, 2016. She will be compensated at the rate of \$9.50 per hour.

Danica Engresser – ACES Assistant at Roosevelt Elementary School for 3 hours per day/4 days per week beginning January 11, 2016. She will be compensated at the rate of \$9.50 per hour.

Shirlee Erb - ExCel Paraprofessional at Eagle Lake Elementary School for 2 hours per day/3 days per week beginning October 1 and ending April 13, 2016. She will be compensated according to her placement on the Minnesota School Employees Association.

Caitlin Freeman – ACES Assistant at Rosa Parks Elementary School for 3.25 hours per day/2 days per week beginning January 13, 2016. She will be compensated at the rate of \$9.50 per hour.

Megan Gjemse - Special Education Paraprofessional for 3.25 hours per day on Mondays and Wednesdays and 3.75 hours per day on Tuesdays and Thursdays for a total of 14 hours per week at Dakota Meadows Middle School and Rosa Parks Busy Bees beginning February 3, 2016. She will be compensated at the rate of \$10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Rebecca Hudson - Special Education Paraprofessional at Dakota Meadows Middle School for 6.75 hours per day on Monday/Wednesday/Friday and 3.5 hours per day on Tuesday/Thursday for a total of 27.25 hours per week beginning February 3, 2016. She will be compensated at the rate of \$10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Rachel Huffer - Special Education Paraprofessional at West High School for 6.75 hours per day/5 days

per week beginning February 29, 2016. She will be compensated at the rate of \$10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Amy Lange – ACES Assistant at Eagle Lake Elementary School for 3 hours per day/2 days per week beginning January 13, 2016. She will be compensated at the rate of \$9.50 per hour.

Brooke McMeen – ACES Assistant at Rosa Parks Elementary School for 3.25 hours per day/1 day per week beginning January 15, 2016. She will be compensated at the rate of \$9.50 per hour.

Cathryn Nibbe – ACES Assistant at Hoover Elementary School for 3 hours per day/3 days per week beginning January 28, 2016. She will be compensated at the rate of \$9.50 per hour.

David Powers - Special Education Paraprofessional for 6.25 hours per day/5 days per week at Franklin Elementary School beginning March 16, 2016. He will be compensated at the rate of \$10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Alexander Randall – ACES Assistant at Eagle Lake Elementary School for 3 hours per day/3 days per week beginning January 12, 2016. He will be compensated at the rate of \$9.50 per hour.

Marnie Reynolds – ACES Assistant at Rosa Parks Elementary School for 3.25 hours per day/3 days per week beginning February 1, 2016. She will be compensated at the rate of \$9.50 per hour.

Allison Stadel – ACES Assistant at Monroe/Rosa Parks Elementary Schools for 3.25 hours per day/4 days per week beginning January 11, 2016. She will be compensated at the rate of \$9.50 per hour.

Kaila Tomczik – ACES Assistant at Franklin Elementary School for 3 hours per day/2 days per week beginning January 11, 2016. She will be compensated at the rate of \$9.50 per hour.

Hilary Urban - ECFE Teaching Assistant at Rosa Parks/Lincoln for 30 hours per week beginning January 13 and ending May 12, 2016. She will be compensated at the rate of \$12.00 per hour.

Rachel Webster - Special Education Paraprofessional at East High School for 6.75 hours per day/5 days per week beginning February 17, 2016. She will be compensated at the rate of \$10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Saige Wudtke– ACES Assistant at Monroe/Rosa Parks Elementary Schools for 3.25 hours per day/4 days per week beginning January 11, 2016. She will be compensated at the rate of \$9.50 per hour.

Madeline Zafft– ACES Assistant at Monroe/Rosa Parks Elementary Schools for 3.25 hours per day/3 days per week beginning January 11, 2016. She will be compensated at the rate of \$9.50 per hour.

CONTRACT ADJUSTMENTS (NONINSTRUCTIONAL)

Megan Larson - Decrease in assignment from 6.25 hours per day/5 days per week to 6.25 hours per day/4 days per week (M/T/Th/F) beginning December 20, 2015.

REQUESTS FOR LEAVE (INSTRUCTIONAL)

Ashley Larson, Grade 1 Teacher at Bridges Community School, has requested a leave, under the provisions of the Family Medical Leave Act commencing on May 23 and ending June 6, 2016. She has also requested a leave for the 2016-17 school year.

RESIGNATIONS (NON-AFFILIATED)

Denise Schumacher, Early Childhood Family Education Coordinator, has submitted her resignation for purposes of retirement, effective as of February 5, 2016.

RESIGNATIONS (INSTRUCTIONAL)

Colleen Hall, Special Education Teacher at Loyola High School, has submitted her resignation for purposes of retirement. Her last date of employment will be June 6, 2016.

RESIGNATIONS (NONINSTRUCTIONAL)

Katherine Hendel - Special Education Paraprofessional at East High School, effective as of January 21, 2016.

Drew Quame - Supervision and Security at East Junior High School, effective as of January 15, 2016.

Madeline Zafft - ACES Assistant, effective as of February 4, 2016.

TERMINATION OF EMPLOYMENT (NON-AFFILIATED)

Courtney Meier - ACES Site Supervisor, effective as of February 4, 2016.

Recommended Action:

The Administration recommends approval of the personnel items.

School Board Regular Meeting

ITEM NUMBER: 5. C. 1.

Meeting Date: 02/16/2016

Prepared By: Eric Hudspeth, Director of Human Resources and Organizational Development

Item Type: Action

Subject:

Personnel - Addendum

Background:

APPOINTMENTS (INSTRUCTIONAL)

Heather Brandt - Long Term Substitute Teacher for Megan Rieken beginning February 11 and ending on or about May 2, 2016. She will be placed on step 6 of the M lane of the Teachers Association salary schedule.

Cara Flom - Long Term Substitute Kindergarten Teacher for Brittany Boyum at Hoover Elementary School beginning April 4 and ending May 27, 2016. She will be placed on step 1 of the B lane of the Teachers Association salary schedule.

Lynn Klaber - Early Childhood Special Education (Birth-2) Teacher beginning February 17 and ending June 2, 2016 for a total of 30 days (2 days per week - W/Th). She will be placed on step 10 of the M+45 lane of the Teachers Association salary schedule.

APPOINTMENTS (NONAFFILIATED)

Michelle Sorenson - Recreation Specialist at Community Education and Recreation beginning March 2, 2016. She will receive an annual salary of \$15,499.05 (March 2 through June 30 for 87 days) and will be eligible for Category II benefits.

APPOINTMENTS (NONINSTRUCTIONAL)

Alejandro Chacon - Supervision and Security at East Junior High School for 6.5 hours per day/5 days per week beginning February 17 and ending June 3, 2016. He will be compensated at the rate of \$10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

Piper Timmerman - Special Education Paraprofessional at Roosevelt/Franklin Elementary Schools for 6.25 hours per day/5 days per week beginning February 29, 2016. She will be compensated at the rate of \$10.86 per hour in accordance with the agreement between the District and the Minnesota School Employees Association.

CONTRACT ADJUSTMENTS (NONINSTRUCTIONAL)

Debra Wahl - Increase in Special Education Paraprofessional assignment from 26.5 hours per week to 27.5 hours per week with the addition of 30 minutes on Tuesdays and Thursdays (6.75 hours M/W and 7 hours T/Th) beginning February 15, 2016.

REQUESTS FOR LEAVE (INSTRUCTIONAL)

Matt Moore - Social Studies Teacher at West High School, has requested a leave under the provisions of the Family Medical Leave Act commencing on May 19 and ending June 7, 2016.

REQUESTS FOR LEAVE (NONINSTRUCTIONAL)

Gerry Bowe - Secretary at East Junior High School, has requested a leave under the provisions of the Family Medical Leave Act commencing on March 15 and ending April 26, 2016.

Cheryl Zimmerli - NonClassroom Paraprofessional at Dakota Meadows Middle School, extend unpaid

leave through the end of the 2015-16 school year.

RESIGNATIONS (INSTRUCTIONAL)

Mary Mael - Special Education Mentor/Field Experience Coordinator, has submitted her resignation for purposes of retirement effective as of June 7, 2016.

RESIGNATIONS (NONINSTRUCTIONAL)

Nichole Beskau - ACES Assistant, effective as of March 1, 2016.

Lesley Lance - ACES Assistant, effective as of February 18, 2016.

TERMINATION OF EMPLOYMENT (NONINSTRUCTIONAL)

Tara Naylor - Playground/Lunchroom Supervisor at Washington Elementary School, effective as of February 1, 2016.

Recommended Action:

Recommend approval of the personnel items as presented.

School Board Regular Meeting

ITEM NUMBER: 6. A.

Meeting Date: 02/16/2016

Prepared By: Sheri L. Allen, Superintendent

Item Type: Action

Subject:

Acceptance of Gifts and Grants

Background:

The Club of Minnesota Valley Optimists donated school supplies valued at \$200 to Central High School.

The WalMart Foundation donated \$250 to Roosevelt Elementary School in recognition of their employee, Corey Heller, volunteering his time to the school.

Bolton & Menk Inc. donated \$1,500 to the Mankato Area Public Schools for funding MyStory presentation during the 2016 Career Expo.

Joan Scharmer donated \$175 to the East High Student Council.

JoRae and Jason Storm (The Pita Pit) donated \$100 to West High Orchesis.

Recommended Action:

The administration recommends Board acceptance of these generous gifts

School Board Regular Meeting

ITEM NUMBER: 6. B.

Meeting Date: 02/16/2016

Prepared By: Jerry Kolander, Director of Business Affairs

Item Type: Action

Subject:

Resolution Providing for the Refunding of \$9,700,000 General Obligation Bonds

Background:

The attached resolution prepared by our financial advisor, Northland Securities, calls for the refunding of \$9,700,000 of General Obligation School Building Bonds. The projected savings are \$1,148,351.02.

Recommended Action:

The administration recommends that the School Board take action to approve the attached resolution.

Attachments

Resolution Ratifying Sale of Bonds

Bond Sale Summary

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

BE IT RESOLVED by the School Board of Independent School District No. 77, State of Minnesota, as follows:

Section 1. Authorization and Sale.

1.01 Authorization. At a meeting held January 19, 2016, this Board determined to sell and issue not to exceed \$9,700,000 principal amount of general obligation refunding bonds of Independent School District No. 77 (the "Issuer" or the "District"). Said Bonds shall hereinafter be referred to as the "Bonds" or the "Refunding Bonds." The Refunding Bonds, together with other available funds of the Issuer, shall provide funds to refund in advance of their stated maturities, through a crossover refunding, a portion of the 2021 maturity (\$500,000), all of the 2022 through 2026 maturities, and a portion of the 2027 maturity (\$1,235,000), together aggregating \$9,585,000 in principal amount, of the Issuer's General Obligation School Building Bonds, Series 2008A, bearing a date of original issue of August 1, 2008 (the "Refunded Bonds"), and shall provide funds to pay the interest when due on the Bonds of this issue to and including February 1, 2019. The Refunded Bonds have not previously been refunded.

1.02 Sale. The Board has determined that this issue shall be privately sold after direct negotiation, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2(5). The proposal of Northland Securities, Inc. (the "Purchaser"), to purchase the Bonds at a price of \$9,933,344.10 plus interest accrued to settlement, and upon the further terms and conditions set forth in the Official Statement was accepted on February 10, 2016 by the Board Chair and the Superintendent or Director of Business Affairs pursuant to the January 19, 2016 resolution of the Board and the execution of the bond purchase agreement and award of the sale of the Bonds is hereby ratified by the Board.

1.03 Execution of Documents. The endorsement of the acceptance on the proposal by the Board Chair and the Superintendent or the Director of Business Affairs is ratified in all respects.

1.04 Debt Service Savings. Minnesota Statutes Section 475.67, authorizes the issuance of refunding bonds for the purpose of saving debt service costs. Minnesota Statutes Section 475.67, Subd. 13, authorizes the issuance of crossover refunding bonds whereby the proceeds of the crossover refunding bonds, less any proceeds applied to the costs of issuance, are deposited in an escrow account appropriated to the payment of debt service on the refunding bonds until applied to the payment of the obligations to be refunded. Section 475.67, Subd. 13 permits the Issuer to pledge to the Bonds any source of payment of the Refunded Bonds. It is hereby found and determined that the issuance of the Refunding Bonds and the crossover refunding of the Refunded Bonds as contemplated by this Resolution and the Escrow Agreement will result in substantial debt service savings to the Issuer. The present value of the dollar amount of debt service for the Refunding Bonds is lower by at least three percent (3%) than the present value of the dollar amount of debt service for the Refunded Bonds, each computed in accordance with Minnesota Statutes, Section 475.67, Subdivisions 12 and 13.

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

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

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

Section 2. Bond Terms.

2.01 Designation; Registration; Denomination; Maturities. The \$9,700,000 aggregate principal amount of general obligation bonds sold on this date shall be designated General Obligation Crossover Refunding Bonds, Series 2016A, shall be dated March 15, 2016, as the date of original issue, and shall be issued forthwith on or after such date using a global book-entry system. The Bonds shall be issued as fully registered bonds and shall be numbered R-1 upward, in the denomination of \$5,000 each or any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts set forth below, and shall bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue until paid or duly called for redemption at the rates per annum set forth below opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2020	\$80,000	2.00%
2021	585,000	2.00
2022	1,515,000	2.00
2023	1,545,000	2.00
2024	1,585,000	2.00
2025	1,615,000	2.00
2026	1,645,000	2.00
2027	1,130,000	2.00

The amounts specified above are hereby adopted and approved as so adjusted.

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

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

2.03 Use of Global Book-Entry System.

(a) Description of System. In order to issue obligations in "global book-entry form", the obligations are issued in certificated form in large denominations, are registered on the books of the Issuer in the name of a depository or its nominee, and are immobilized and held in safekeeping by the depository. The depository, as part of the computerized National Securities Clearance and Settlement System (the "National System"), registers transfers of ownership interests in the obligations by making computerized book entries on

its own books and distributing payments on the obligations to its participants shown on its books as the owners of such interests. These participants, which include financial institutions for whom the depository effects book-entry transfers of securities deposited and immobilized with the depository, and other banks, brokers and dealers participating in the National System will do likewise if not the beneficial owners of the obligations.

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

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

laws and rules governing it, will receive and forward such payments on behalf of the beneficial owners of the Global Certificates.

(d) Immobilization of Global Certificates by the Depository. Pursuant to the request of the Purchaser to the Depository, immediately upon the original delivery of the Bonds the Purchaser will deposit the Global Certificates representing all of the Bonds with the Depository. The Global Certificates shall be in typewritten form or otherwise as acceptable to the Depository, shall be registered in the name of the Depository or its nominee and shall be held immobilized from circulation at the offices of the Depository on behalf of the Purchaser and subsequent Bondholders. The Depository or its nominee will be the sole Holder of record of the Global Certificates and no investor or other party purchasing, selling or otherwise transferring ownership of interests in any Bond is to receive, hold or deliver any Global Certificates so long as the Depository holds the Global Certificates immobilized from circulation, except as provided below in clause (e) of this Paragraph 2.03.

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

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

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

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

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

(iv) In the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of

Replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Paragraph 4.04 of this resolution.

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

2.04 Redemption. (a) Optional Redemption. The Issuer may elect on February 1, 2024, and on any date thereafter, to prepay Bonds due on or after February 1, 2025, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

(b) Mandatory Redemption. N/A.

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

(d) Redemption of Replacement Bonds. To effect a partial redemption of Replacement Bonds having a common maturity date, the Bond Registrar prior to giving a notice of redemption, shall assign to each Replacement Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Replacement Bond. The Bond Registrar shall then select by lot from the numbers so assigned to such Replacement Bonds, using such method of selection as it shall deem proper in its discretion, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Replacement Bonds to be redeemed. The Replacement Bonds to be redeemed shall be the

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

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

Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder. If and when the Issuer shall call any of the Bonds for redemption and payment prior to the stated maturity thereof, the Bond Registrar shall give written notice in the name of the Issuer of its intention to redeem and pay such Bonds at the office of the Bond Registrar. The Notice of Redemption shall be given by first class mail, postage prepaid, mailed not less than thirty (30) and not more than sixty (60) days prior to the redemption date, to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. For the purpose of giving notice of the redemption of Global Certificates, the Holder of the Global Certificates shall be the Depository or its nominee. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used. All notices of redemption shall state:

- (i) The redemption date;
- (ii) The redemption price;
- (iii) If less than all outstanding Bonds are to be redeemed, the identification (and, if the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (iv) That on the redemption date, the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date; and

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

Section 3. Form of Bonds.

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

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

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

Section 4. Execution; Delivery; Registration.

4.01 Appointment of Registrar. U.S. Bank National Association in St. Paul, Minnesota, is appointed to act as the bond registrar and transfer agent (the "Bond Registrar") and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract the Issuer and the Bond Registrar shall execute which is consistent herewith and which the chair and clerk are hereby authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to Minnesota Statutes, Chapter 475. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Chair and Clerk are hereby authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holder) of the Bonds in the manner set forth in the form of Global Certificate or Replacement Bond, as applicable, and Paragraph 4.06 of this resolution. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

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

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

4.04 Transfer or Exchange. The Issuer will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the

Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged as herein provided.

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

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

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

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

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

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

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

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

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

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

4.06 Interest Payments; Record Dates. Interest on any Global Certificate shall be paid as provided in the first paragraph thereof and interest on any Replacement Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the Issuer maintained by the Bond Registrar and in each case at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date

fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

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

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

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

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

Section 5. Creation of Fund and Tax Levies.

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

(a) Escrow Account. The proceeds of the sale of the Bonds herein authorized, less any accrued interest received thereon and any premium or unused discount (unless used to help fund the Escrow Account), plus other available funds of the Issuer as may be required to adequately fund the Escrow Account for the purposes set forth in this subparagraph are hereby pledged and appropriated and shall be credited to the Escrow Account. The Escrow Account shall be maintained as an escrow account with U.S. Bank National Association in St. Paul, Minnesota (the "Escrow Agent"), a suitable banking institution within the State, whose deposits are insured by the Federal Deposit Insurance Corporation and whose combined capital and surplus is not less than \$500,000. The Escrow Agent shall pay the issuance expenses on the Refunding Bonds from the proceeds deposited in the Escrow Account. The Escrow Account shall be invested in securities maturing or callable at the option of the Holder on such dates and bearing interest at such rates as shall be required to provide sufficient funds, together with any cash or other funds retained in the Escrow Account, to pay the outstanding principal amount on the Refunded Bonds when called for redemption and prior payment on February 1, 2019 and to pay any premium required for redemption on such date, and to pay when due the interest to accrue on each Refunding Bond to and including February 1, 2019. The moneys in said Escrow Account shall be used solely for the purposes herein set forth and for no other purpose, except that any surplus in said Escrow Account may be remitted to the Issuer, all in accordance with an agreement (the "Escrow Agreement"), between the Issuer and Escrow Agent, a form of which agreement is on file in the office of the Clerk. Any moneys remitted to the Issuer upon termination of the Escrow Agreement shall be deposited in the Debt Service Account.

The firm of Grant Thornton, LLP, independent public accountants, is hereby authorized and directed to verify that the deposits in the Escrow Account for the Refunding Bonds and the Refunded Bonds will be sufficient to meet the payments of interest on the Refunding Bonds to and including February 1, 2019, and the redemption on February 1, 2019 of the outstanding principal of the Refunded Bonds and to make such calculations as may be necessary for the purpose of determining compliance with Section 148 of the Code.

(b) Debt Service Account. There is hereby pledged and appropriated and there shall be credited to the Debt Service Account upon issuance of the Refunding Bonds (i) any uncollected taxes heretofore levied and pledged to the Debt Redemption Fund of the Issuer for the payment of the Refunded Bonds; (ii) any other unexpended moneys pledged to the Debt Redemption Fund of the Issuer for payment of the Refunded Bonds pursuant to the Resolution of the School Board adopted July 14, 2008 authorizing the issuance of the Refunded Bonds (unless used to fund the Escrow Account); (iii) all taxes herein levied and extended or confirmed to be levied pursuant to Paragraph 5.04 of this Resolution; (iv) all accrued interest received upon delivery of the Refunding Bonds (unless used to fund the Escrow Account); and (v) any premium or unused discount (unless used to fund the Escrow Account). The Debt Service Account shall be used solely to pay the principal and interest on the Refunded Bonds through and including February 1, 2019 and the principal of and interest on the Refunding Bonds due after February 1, 2019, and the principal and interest on any bonds heretofore or hereafter authorized and made payable from said account as provided by law. If any payment of principal or interest on the Refunded Bonds shall become due on or prior to February 1, 2019 or any payment of principal and interest on the Refunding Bonds shall become due after February 1, 2019 and there is not sufficient money in the Debt Service Account or the Debt Redemption Fund generally to make such payment, the Treasurer shall pay the same from the General Fund of the Issuer and the General Fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of such Bonds.

5.02 Escrow Agreement. The School Board has investigated the facts and hereby finds and determines that the Escrow Agent is a suitable bank to act as escrow agent, and is qualified within the meaning of the provisions of Minnesota Statutes, Section 475.67, Subdivision 5. On or prior to the delivery of the Refunding Bonds, the Chair and the Clerk are hereby authorized and directed to execute on behalf of the Issuer an Escrow Agreement in substantially the form presented to this Board. All essential terms and conditions of such Escrow Agreement are hereby approved and adopted and made a part of this resolution, and the Issuer covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent. The Escrow Agreement is irrevocable and the Issuer hereby covenants to perform the terms and conditions thereof as long as the Refunded Bonds are outstanding. The Issuer agrees to pay the reasonable fees of the Escrow Agent, and the other issuance expenses specified in the Escrow Agreement..

5.03 Purchase of Securities. Securities purchased from the moneys in the Escrow Account shall be limited to securities set forth in Minnesota Statutes, Section 475.67, and any amendments or supplements thereto. Securities purchased from the Escrow Account shall be purchased simultaneously with the delivery of the Bonds. The Treasurer or anyone designated by him to act in the Treasurer's behalf, is hereby authorized and directed to purchase the appropriate securities from the proceeds of the Bonds in accordance with the provisions of this resolution and to execute all such documents (including the appropriate subscription form) required to effect the purchase of said securities. As used in paragraphs 5.01 to 5.03 of this resolution and in the escrow agreement, the term "securities" includes securities defined in Minnesota Statutes, Section 475.67, subdivision 8, and investment

contracts or similar agreements with a bank or insurance company meeting the requirements of Minnesota Statutes, Section 118A.05, subdivision 5.

5.04 Confirmation and Cancellation of Levies.

Confirmation. The resolution of the School Board adopted July 14, 2008 levied upon all of the taxable property in the District a direct ad valorem tax to be paid into the General Obligation Bond Sinking Fund of the Issuer. The taxes levied in said resolution in the years 2008 payable 2009 through 2018 payable 2019 are hereby confirmed and the taxes levied to pay the unrefunded portion of the 2021 maturity of the Issuer's General Obligation School Building Bonds, Series 2008A in the year 2019 payable 2020 are also confirmed.

Cancellation. The School Board finds, determines and certifies that the proceeds of the sale of the Refunding Bonds, together with other funds available and appropriated to the Escrow Account for said purpose, will be sufficient to pay when called for redemption all of the outstanding principal of and premium, if any, due on the Refunded Bonds after February 1, 2019. Accordingly, upon Bond closing, the County Auditors of each county in which the Issuer is located in whole or in part are hereby authorized and directed, to the extent and in the manner permitted by law, to cancel forthwith or if necessary from year to year the taxes levied in said July 14, 2008 resolution to pay the Refunded Bonds in the years 2019 payable 2020 (except as provided above) through 2025 payable 2026.

5.05 Pledge of Full Faith and Credit; Tax Levies. For the prompt and full payment of the principal of and interest on the Refunding 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, as a part of other general taxes of the Issuer, for collection in the years 2018 payable 2019 through 2025 payable 2026 and in the amounts as specified on the levy computation sheet to be attached hereto as EXHIBIT D and incorporated herein by reference as though fully specified in this paragraph.

The tax levies provided in this paragraph and those confirmed in Paragraph 5.04 are such that if collected in full they, together with amounts available under the Escrow Agreement and with estimated collections of other revenues herein pledged for the payment of the Refunding 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 Refunding Bonds, except for interest payable hereunder from cash on hand on the date of Bond closing and pledged for such purpose. The tax levy does not include interest on the Refunding Bonds from their date of original issue of March 15, 2016 through February 1, 2019, as that amount will be paid from the Escrow Account.

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

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

5.07 Redemption of Refunded Bonds. The Refunded Bonds which mature in 2021 and thereafter shall be redeemed and prepaid on February 1, 2019, in accordance with the terms and conditions of the Notice of Call For Redemption attached hereto as EXHIBIT E, which terms and conditions are hereby approved and incorporated herein by reference. The Notice of Call for Redemption shall be mailed to the Paying Agent for and the registered owners of the Refunded Bonds not less than thirty (30) days before the redemption date. The form of Notice of Call may contain such additional information or different provisions concerning the redemption as may be requested by the paying agent for the Refunded Bonds or the Escrow Agent.

5.08 Refunded Bonds; Security. Until retirement of the Refunded Bonds, all provisions theretofore made for the security thereof shall be observed by the District and all of its officers and agents.

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

Section 6. Rebate to the United States.

6.01 Calculation and Payment. The Issuer acknowledges and confirms that maintenance of the tax exempt status of interest on the Bonds is dependent, among other things, on compliance with the arbitrage requirements set forth in Section 148 of the Code and regulations promulgated thereunder. The Issuer agrees to make such calculations and to make such rebate payments to the United States as and when required by said Section 148 and the regulations promulgated thereunder. In construing this Section 6, all terms used herein shall have the meanings provided in Section 148 of the Code and the regulations promulgated thereunder.

6.02 Opinion of Counsel. Notwithstanding any other provision of this Section 6, any requirement imposed hereunder or under Paragraph 5.06 hereof may be deemed inapplicable and of no force or effect if an opinion of Counsel is rendered to the Issuer by nationally recognized Bond Counsel to the effect that the failure to impose such requirement will not adversely affect the tax exempt status of interest on the Bonds.

6.03 Rebate Obligations; Refunded Bonds. The District's obligations relating to rebate calculations and payments on the Refunded Bonds shall continue in full force and effect.

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

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

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

7.03 Designation as Qualified Tax-Exempt Obligations. The Board finds that the reasonably anticipated amount of qualified tax-exempt obligations (other than private

activity bonds) which will be issued by the Issuer during calendar year 2016 will not exceed \$10,000,000. The Bonds of this issue are hereby designated as "Qualified Tax-Exempt Obligations" for the purposes of Section 265 of the Code relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

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

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

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

7.07 Official Statement. The furnishing of the Official Statement to prospective purchasers of the Bonds is hereby ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof.

7.08 Information Reporting. For purposes of compliance with the provisions of Section 149(e) of the Code, the Issuer shall submit to the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement concerning the Bond issue which meets the requirements of Section 149(e) (2).

7.09 Payment of Issuance Expenses. The Issuer authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to the Escrow Agent on the closing date for further distribution as directed by the Purchaser.

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



Independent School District No. 77, (Mankato Area Schools) Mankato, Minnesota

\$9,700,000

General Obligation Crossover Refunding Bonds, Series 2016A

Bond Sale Summary February 10, 2016

PURPOSE: To crossover refund a portion of the District's General Obligation School Building Bonds, Series 2008A, on February 1, 2016. A portion of the February 1, 2021 maturity, all of the maturities February 1, 2022 through February 1, 2026, and the remaining portion of the February 1, 2027 maturity will be called for redemption on February 1, 2019.

FINANCE PLAN: This goal of this financing is to maximize debt service cost savings.

RESULTS:

- Bonds were underwritten by Northland Securities, Inc., Minneapolis, Minnesota.

	Final on <u>02/10/2016</u>	Finance Plan <u>01/15/16</u>
Par Amount	\$9,700,000	\$9,700,000
True Interest Cost	1.68%	1.76%
All Inclusive Cost (AIC)	1.71%	1.96%
Total Savings (\$)	\$1,148,351	\$973,591
Net Present Value Savings (%)	9.84%	8.54%



EXHIBIT A - SOURCES AND USES

Sources Of Funds

Par Amount of Bonds	\$9,700,000.00
Reoffering Premium	325,494.10
Accrued Interest from 03/15/2016 to 03/29/2016	7,544.44

Total Sources	\$10,033,038.54
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Uses Of Funds

Deposit to Crossover Escrow Fund	9,888,910.04
Total Underwriter's Discount (0.950%)	92,150.00
Costs of Issuance	27,700.00
Rounding Amount	24,278.50

Total Uses	\$10,033,038.54
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EXHIBIT B - DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
03/29/2016	-	-	-	-	-
02/01/2017	-	-	170,288.89	170,288.89	170,288.89
08/01/2017	-	-	97,000.00	97,000.00	-
02/01/2018	-	-	97,000.00	97,000.00	194,000.00
08/01/2018	-	-	97,000.00	97,000.00	-
02/01/2019	-	-	97,000.00	97,000.00	194,000.00
08/01/2019	-	-	97,000.00	97,000.00	-
02/01/2020	80,000.00	2.000%	97,000.00	177,000.00	274,000.00
08/01/2020	-	-	96,200.00	96,200.00	-
02/01/2021	585,000.00	2.000%	96,200.00	681,200.00	777,400.00
08/01/2021	-	-	90,350.00	90,350.00	-
02/01/2022	1,515,000.00	2.000%	90,350.00	1,605,350.00	1,695,700.00
08/01/2022	-	-	75,200.00	75,200.00	-
02/01/2023	1,545,000.00	2.000%	75,200.00	1,620,200.00	1,695,400.00
08/01/2023	-	-	59,750.00	59,750.00	-
02/01/2024	1,585,000.00	2.000%	59,750.00	1,644,750.00	1,704,500.00
08/01/2024	-	-	43,900.00	43,900.00	-
02/01/2025	1,615,000.00	2.000%	43,900.00	1,658,900.00	1,702,800.00
08/01/2025	-	-	27,750.00	27,750.00	-
02/01/2026	1,645,000.00	2.000%	27,750.00	1,672,750.00	1,700,500.00
08/01/2026	-	-	11,300.00	11,300.00	-
02/01/2027	1,130,000.00	2.000%	11,300.00	1,141,300.00	1,152,600.00
Total	\$9,700,000.00	-	\$1,561,188.89	\$11,261,188.89	-



EXHIBIT C - DEBT SERVICE COMPARISON

Date	Total P+I	PCF	Existing D/S	Net New D/S	Old Net D/S	Savings
02/01/2017	170,288.89	(170,288.89)	2,498,355.00	2,474,076.50	2,498,355.00	24,278.50
02/01/2018	194,000.00	(194,000.00)	2,484,155.00	2,484,155.00	2,484,155.00	-
02/01/2019	194,000.00	(9,779,000.00)	12,067,755.00	2,482,755.00	2,482,755.00	-
02/01/2020	274,000.00	-	2,056,600.00	2,330,600.00	2,473,555.00	142,955.00
02/01/2021	777,400.00	-	1,554,800.00	2,332,200.00	2,471,755.00	139,555.00
02/01/2022	1,695,700.00	-	-	1,695,700.00	1,836,955.00	141,255.00
02/01/2023	1,695,400.00	-	-	1,695,400.00	1,837,555.00	142,155.00
02/01/2024	1,704,500.00	-	-	1,704,500.00	1,843,805.00	139,305.00
02/01/2025	1,702,800.00	-	-	1,702,800.00	1,842,080.00	139,280.00
02/01/2026	1,700,500.00	-	-	1,700,500.00	1,840,548.76	140,048.76
02/01/2027	1,152,600.00	-	-	1,152,600.00	1,292,118.76	139,518.76
Total	\$11,261,188.89	(10,143,288.89)	\$20,661,665.00	\$21,755,286.50	\$22,903,637.52	\$1,148,351.02



EXHIBIT D - PRICING SUMMARY

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	Dollar Price
02/01/2020	Serial Coupon	2.000%	1.000%	80,000.00	103.756%	83,004.80
02/01/2021	Serial Coupon	2.000%	1.100%	585,000.00	104.229%	609,739.65
02/01/2022	Serial Coupon	2.000%	1.200%	1,515,000.00	104.497%	1,583,129.55
02/01/2023	Serial Coupon	2.000%	1.350%	1,545,000.00	104.231%	1,610,368.95
02/01/2024	Serial Coupon	2.000%	1.450%	1,585,000.00	104.060%	1,649,351.00
02/01/2025	Serial Coupon	2.000%	1.600%	1,615,000.00	102.935% c	1,662,400.25
02/01/2026	Serial Coupon	2.000%	1.700%	1,645,000.00	102.192% c	1,681,058.40
02/01/2027	Serial Coupon	2.000%	1.800%	1,130,000.00	101.455% c	1,146,441.50
Total	-	-	-	\$9,700,000.00	-	\$10,025,494.10

Bid Information

Par Amount of Bonds	\$9,700,000.00
Reoffering Premium or (Discount)	325,494.10
Gross Production	\$10,025,494.10
Total Underwriter's Discount (0.950%)	\$(92,150.00)
Bid (102.406%)	9,933,344.10
Accrued Interest from 03/15/2016 to 03/29/2016	7,544.44
Total Purchase Price	\$9,940,888.54
Bond Year Dollars	\$78,059.44
Average Life	8.047 Years
Average Coupon	2.0000000%
Net Interest Cost (NIC)	1.7010687%
True Interest Cost (TIC)	1.6759295%