



# Cloquet Public Schools Regular Meeting

Monday, January 25, 2021 at 6:00 PM  
Garfield Board Room  
302 14th Street  
Cloquet, MN 55720  
302 - 14th Street, Cloquet, MN

5:45 pm Working Session - to immediately follow the World's Best Workforce and Achievement & Integration Meeting

6:00 pm Regular Meeting

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6:00 p.m. Regular Meeting	
3. Monday, February 22, 2021 - Regular School Board Meeting	
5:30 p.m. Working Session	
6:00 p.m. Regular Meeting	
<b>XIV. Adjournment</b>	

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1. January 11, 2021 School Board Organizational and Regular Meeting Minutes

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1. Building and Department Reports

### VI. Claims, Hand Checks, Treasurer's Report, and Investment Reports

1. Claims, January 20, 2021
2. Hand Checks, January 15, 2021
3. Treasurer's Report, August 2020
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#### 2. Resignation Letters

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- b. 5 hour/day Covid Part Time District Wide Cleaner Floater effective October 22, 2020

#### 3. Recommendations for Employment

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- b. Change in Teacher Lead at CAAEP for the Second Half of the 2020-2021 School Year.
- c. Community Education ECFE Child Care Aide Return to Work
- d. 3 hour/day Part Time Cleaner at Washington Request to Return to Work Effective January 26, 2021

**6. Grant Applications/Grant Awards/Donations**

- a. School Readiness Plus Grant Application

**7. Other**

**VIII. School Board Committee Report**

- 1. January 12, 2021 Health, Safety and Crisis Committee Meeting Summary
- 2. January 14, 2021 District Wellness Policy Committee Meeting Summary
- 3. Student Enrollment Report as of January 20, 2021

**IX. Agenda Addendums**

**X. New Business**

- 1. Consider Approving the Resolution Awarding of the Sale, Determining the Form and Details, Authorizing the Execution, Delivery and Registration, and Providing for the Payment of General Obligation Capital Facilities Bonds, Series 2021A (Attachment will not be available until right before the meeting and will be hand carried into the meeting)
- 2. Consider Approving the 2021-2022 School Calendar
- 3. Conder Approving the Request to Negotiate from the Cloquet Information Technology Support Association
- 4. Community Education Agreement with Dive North
- 5. 1st Reading of Policy #522 Title IX Sex Nondiscrimination Policy

**XI. Superintendent's Report**

- 1. Career and Tech Timeline for Renovation
- 2. Mid Year Budget
- 3. Insurance
- 4. CARES Act

**XII. For Your Information**

- 1. Paraprofessional Appreciation Week - January 25 through 29, 2021

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January 11, 2021

Acting Board Chair Ted Lammi called the working session to order at 5:30p.m.

Topics discussed:

Dr. Cary welcomed the new school board members. He gave a preview to the budget process for this year. He explained the drop in student enrollment and the measures that were being done to reach out to these students. The bid process for the CTE remodel was reviewed. The plan and timeline for returning students to in-person instruction was explained. The paraprofessional contract changes, the extension to covid leave under the Family First Leave Act, and the agreement with the City of Cloquet were discussed.

There being nothing further to discuss, Acting Board Chair Ted Lammi adjourned the working session at 6:19 p.m.

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January 11, 2021

The Organizational and Regular Meeting of the School Board of Independent School District No.94, in the City of Cloquet on January 11, 2021 was called to order by Acting Board Chair T. Lammi at 6:20 p.m.

Roll Call – The following members were present on roll call:

- Dave Battaglia
- Gary Huard
- Melissa Juntunen
- Ted Lammi
- Nate Sandman
- Ken Scarbrough

Present in Person:

- Dr. Michael Cary, Superintendent
- Mary Marciniak, Executive Assistant to the Superintendent
- Bill Bauer, Technology Support Specialist
- Jana Peterson, Pine Knot Newspaper Representative

Building principals, teacher representatives, AIE Director, Community Education Director, District Facilities & Grounds Director will be excused from attending Board meetings until further notice.

**SEATING OF NEW SCHOOL BOARD MEMBERSs**

The Oath of Office was read to the newly appointed board members Melissa Juntunen, Nate Sandman and Ken Scarbrough. Acting Board Chair Ted Lammi had them recite and publicly affirm their commitment to the oath of office.

**APPROVAL OF BOARD AGENDA**

- RESOLVED by G. Huard to approve the January 11, 2021 board agenda. K. Scarbrough seconded the motion and the resolution was approved by unanimous yea vote of all members present on roll call.

**ELECTION OF BOARD OFFICERS**

T. Lammi made a motion to approve the following 2021 Officers for the Cloquet School Board.

- Chair – K. Scarbrough made a motion to nominate T. Lammi as Board Chair. D. Battaglia seconded the motion and the nomination was approved by unanimous yea vote of all members present on roll call.
- Clerk – K. Scarbrough made a motion to nominate N. Sandman as Board Clerk. D. Battaglia seconded the motion and the nomination was approved by unanimous yea vote of all members present on roll call.
- Treasurer – N. Sandman made a motion to nominate D. Battaglia as Board Treasurer. K. Scarbrough seconded the motion and the nomination was approved by unanimous yea vote of all members present on roll call.

M. Juntunen seconded the motion and the nomination was approved by unanimous yea vote of all members present on roll call.

### ESTABLISH SCHOOL BOARD SALARIES, MEETING PER DIEM, AND MILEAGE REIMBURSEMENT

- RESOLVED by N. Sandman that the School Board of Independent School District No. 94 shall be paid \$250 per month, effective January 11, 2021, and that the School Board of Independent School District No. 94 shall be eligible to claim \$50 per meeting attended and mileage reimbursement in the amount of \$.56, effective January 11, 2021. D. Battaglia seconded the motion and the resolution was approved by unanimous yeas vote of all members present on roll call.

### SET REGULAR SCHOOL BOARD MEETING DATES/TIMES FOR 2021

- RESOLVED by N. Sandman to approve the following proposed 2021 Regular School Board meeting dates and times:

All meetings shall be held on the second and fourth Monday of each month unless otherwise scheduled:

- Monday, July 26, 2021 – Meeting will be canceled*
- Monday, December 27, 2021 – Meeting will be canceled*

School Board working sessions will begin at 5:30 p.m. to be followed by the regular meeting at 6:00 p.m. in the Board Room located on the second floor at Garfield School, 302 – 14<sup>th</sup> Street, Cloquet, MN 55720.

M. Juntunen seconded the motion and it was approved by unanimous yeas vote of all members present on roll call.

### CONSIDER 2019 SCHOOL BOARD “ADOPTED” SCHOOLS

- RESOLVED by T. Lammi to approve the following school board “adopted” schools:

- |                                |                                 |
|--------------------------------|---------------------------------|
| o Garfield School              | Gary Huard                      |
| o Churchill Elementary School  | Melissa Juntunen                |
| o Washington Elementary School | Ted Lammi                       |
| o Cloquet Middle School        | Dave Battaglia                  |
| o Cloquet Senior High School   | Nate Sandman and Ken Scarbrough |

M. Juntunen seconded the motion and it was approved by unanimous yeas vote of all members present on roll call.

### CONSIDER 2021 SCHOOL BOARD COMMITTEE REPRESENTATION

- RESOLVED by G. Huard to approve the 2021 School Board Committees List, as follows:

- |  |  |
|--|--|
| ❖ <b><i>Budget/Staffing Committee:</i></b>                           | Dave Battaglia, Ted Lammi, Nate Sandman    |
| ❖ <b><i>Buildings &amp; Grounds Committee:</i></b>                   | Dave Battaglia, Ted Lammi, Ken Scarbrough  |
| ❖ <b><i>Community Education and Recreation Advisory Council:</i></b> | Melissa Juntunen                           |
| ❖ <b><i>Curriculum &amp; Instruction/DAC/District Calendar:</i></b>  | Melissa Juntunen, Ken Scarbrough           |
| ❖ <b><i>District Health, Safety &amp; Crisis Committee:</i></b>      | Gary Huard, Ken Scarbrough                 |
| ❖ <b><i>District Insurance Committee</i></b>                         | Melissa Juntunen, Nate Sandman             |
| ❖ <b><i>District Policies Review Committee:</i></b>                  | Dave Battaglia, Nate Sandman               |
| ❖ <b><i>District Technology Committee:</i></b>                       | Melissa Juntunen, Nate Sandman             |
| ❖ <b><i>Ice Arena Committee:</i></b>                                 | Gary Huard, Nate Sandman                   |
| ❖ <b><i>Local Indian Education Committee:</i></b>                    | Nate Sandman, Ken Scarbrough               |
| ❖ <b><i>MSBA Legislative Liaison:</i></b>                            | Ted Lammi                                  |
| ❖ <b><i>Minnesota State High School League:</i></b>                  | Dave Battaglia                             |
| ❖ <b><i>Salary Negotiations Committees:</i></b>                      |  |
| • <b><i>AFSCME Council #65 Units -</i></b>                           | Dave Battaglia, Gary Huard, Ken Scarbrough |
| Custodial, Dietary, Paraprofessionals/AIE/COTAs, and Secretaries     |  |

- *Education Minnesota – Cloquet (EMC)* Dave Battaglia, Ted Lammi, Ken Scarbrough
- *Non-Certified Administrative Support Association* Melissa Juntunen, Ted Lammi, Ken Scarbrough
- *Superintendent, Principals, Business Manager* Melissa Juntunen, Ted Lammi, Nate Sandman
- *Other Contracts* (Technology, Print Shop, Community Ed, Gary Huard, Melissa Juntunen, Ken Scarbrough  
Data Information Specialist)
- ❖ *Special Education Cooperative Advisory Committee:* Ken Scarbrough
- ❖ *Transportation Ad Hoc Committee:* Gary Huard, Melissa Juntunen (as needed)

K. Scarbrough seconded the motion and the resolution was approved by unanimous yea vote of all members present on roll call.

#### APPROVAL OF MEETING MINUTES

- RESOLVED by G. Huard to approve the December 14, 2020 school board meeting minutes, as presented. D. Battaglia seconded the motion and the resolution was approved by unanimous yea vote of all members present on roll call.

#### OPEN FORUM AND RECEPTION OF DELEGATIONS, PETITIONS, AND COMMUNICATIONS

- Building and Department Reports were provided.
- Washington Elementary January Newsletter

G. Huard temporarily left the meeting at 6:52 p.m.

#### CONSIDER APPROVAL OF CLAIMS AND HAND CHECKS

- RESOLVED by N. Sandman to approve the Claims, December 22, 2020 and January 7, 2021; Hand Checks, December 11, 2020, December 17, 2020 and December 21, 2020. M. Juntunen seconded the motion and the resolution was adopted by a five to one (5:0) vote. Board members T. Lammi, N. Sandman, G. Huard, J. Crowley, D. Buytaert voted yea. Board member G. Huard temporarily absent.

G. Huard returned to the meeting at 6:54 p.m.

#### CONSENT ITEMS

- RESOLVED by K. Scarbrough to approve the Consent Items, as presented:

##### 1. *Resignations:*

- a. Patricia Barney, 0.4 FTE English Teacher, CAAEP effective January 22, 2021 (contingent on CHS hire).
- b. Alexis Brost, Program Assistant at Kids Corner effective December 18, 2020.
- c. Mary Borden, NLSEC Administrative Assistant, effective February 5, 2021 (contingent on Churchill hire).
- d. Andrew Miller, Head Softball Coach, effective January 6, 2021.

##### 2. *Recommendations of Employment:*

<u>NAME</u>	<u>POSITION/LOCATION</u>	<u>SALARY**</u>	<u>START DATE</u>
a. Patricia Barney	1.0 FTE LT Substitute English Teacher	BA Step 1	1/25/2021-6/9/2021
b. Mary Borden	8 hr/day, 210 days/year Head Secretary	\$24.59/hr	2/8/2021
c. Abby Burley	Program Manager at Kids Corner	\$20.31/hr	11/30/2020
d. Wheeler Anderson	Program Aide at Kids Corner	\$12.08/hr	12/21/2020

**2. Extra Services Contracts**

- |                  |  |           |                |
|------------------|--|-----------|----------------|
| a. Mason Brenner | 9 <sup>th</sup> Grade Head Boys Basketball Coach | \$3346.00 | 1/4/21-3/31/21 |
| b. Claire Miller | Volunteer Assistant Alpine Ski Coach             |           | 1/4/21-3/31/21 |

**3. Permission to Post**

- a. 0.4 FTE Long-Term Substitute English Teacher at CAAEP effective January 25, 2021 until June 9, 2021
- b. Contingent K-4 Distance Learning Teachers
- c. Head Softball Coach

**4. Staffing Adjustments**

- a. Rescission of contract for Paul Turner, 8th Grade Girls' Basketball Coach.
- b. Rescission of contract for Dave Mielke for Boys' Basketball Scorebook (through activities account)

**5. Grant Application/Grant Awards/Donation**

- a. Northland Foundation Grand for Kids Corner in the amount of \$6,000.00.
- b. Pathways II Grant for the School Readiness Program in the amount of \$5,058.43.

T. Lammi seconded the motion and the resolution was approved by unanimous yeas of all members present on roll call.

**SCHOOL BOARD COMMITTEE REPORT**

- The Student Enrollment Report as of January 6, 2021 was presented and reviewed.

**AGENDA ADDENDUMS**

- There was nothing to discuss currently.

**NEW BUSINESS**

- RESOLVED by K. Scarbrough to approve the 2020-2022 Paraprofessional/AIE/COTA Contract, as presented. T. Lammi seconded the motion and the resolution was approved by unanimous yeas of all members present on roll call.
- RESOLVED by N. Sandman to approve the extension to the deadlines for leaves granted by the Family First Coronavirus Recovery Act, as presented. D. Battaglia seconded the motion and the resolution was approved by unanimous yeas of all members present on roll call.
- RESOLVED by T. Lammi to approve the resolution directing the administration to make recommendations for reductions in programs and positions and reason therefore, as presented. K. Scarbrough seconded the motion and the resolution was approved by unanimous yeas of all members present on roll call.
- RESOLVED by G. Huard to approve the 1-year extension to the agreement between Community Education and the City of Cloquet, as presented. D. Battaglia seconded the motion and the resolution was approved by unanimous yeas of all members present on roll call.
- RESOLVED by T. Lammi to approve the request to negotiate the Director of Technology contract, as presented. G. Huard seconded the motion and the resolution was approved by unanimous yeas of all members present on roll call.

**SUPERINTENDENT'S REPORT**

Dr. Cary had reviewed all the items in the working session and there was nothing further to present.

**UPCOMING MEETINGS/EVENTS**

- Tuesday, January 12, 2021 - Health and Safety Meeting at 3:45 p.m.
- Monday, January 18, 2021 - DAC Meeting - at 4 p.m
- Monday, January 25, 2020  
5:30 p.m. Working Session  
6:00 p.m. Regular Meeting

**ADJOURNMENT**

There being nothing further to discuss, Board Chair Ted Lammi adjourned the meeting at 7:00 p.m.

ATTEST:

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Clerk of the School Board

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Chair of the School Board

## Department Reports

### Churchill Elementary:

Churchill has appreciated the planning time as we transition back with students. Both elementary offices have worked hard to balance classrooms with students that are either continuing with distance learning or entering in-person classrooms. I am holding a para and full staff meeting to review our transition back and to communicate recent Saliva Testing procedures. Our district health staff have worked extremely hard and have planned well for the upcoming building Saliva Testing available for all staff. I Love to Read month activities have been planned for February through our I Love to Read committee. Planning for the potential of MCA testing is taking place. Our Literacy Committee goals continue to progress through our building PLC meetings. Kindergarten Round-Up scheduled for March is being postponed for a potential date in June. We are hopeful the landscape will allow us to see families and student together.

Submitted by David Wangen, Churchill Elementary Principal

### Washington Elementary:

As always, we are busy at Washington. Staff have been doing an excellent job fine tuning their Distance Learning instruction while now also planning for the return of students. We are thrilled to welcome back our Kindergarten, First and Second grade students on the 26<sup>th</sup>, and will be equally as excited to bring back Third and Fourth grade on February 8<sup>th</sup>. Fortunately, we launched the year adhering to the new MDE/MDH requirements and implementing many of the recommendations, so I am confident the return of students in the building will be seamless as there are very few changes we will need to make.

In addition to the great job being done to support students in their education, we also have a team of staff working hard to maintain our focus on being a PBIS school. In our eighth year now, we continue to find new ways to promote “Positive Behavior Interventions and Supports.” Through DL we have continued with Purple PRIDE and weekly drawings, we have promoted school spirit days and even hosted some very fun events prior to break for our staff (all the while ensuring that we are meeting distancing and safety requirements). This Friday, on the 22<sup>nd</sup>, our PBIS team is hosting an optional pancake breakfast for all building staff. We have a sign-up for when you can pick up your breakfast (to keep staff spaced out) and have “virtual tables” for staff to join so they can visit with colleagues in a safe and distanced way while enjoying breakfast from their rooms! A huge shout-out to our PBIS team for going above and beyond to maintain community and promote positivity during this challenging year.

Other notable updates include:

-We continue to meet with our Student Advisory Team (virtually) and they are helping with some fun “welcome back” plans we will put in place for kids on the 26<sup>th</sup> and 8<sup>th</sup>.

-Many team members, from all positions and capacities at Washington, have been volunteering to host grade-level “Social Meets” with our students since the first week in December. We received feedback from families through a survey they completed in November that they were concerned about the social needs of their kids during DL. As a staff we agreed and shared the concern. From that came the optional “Social Meets” – two have been offered each week, for each grade. Different staff have been volunteering to host the sessions – some with the intent of having the Meet unstructured and “open” to chatting, and others with specific themes and games to play as a group. Kids can login and visit with classmates and/or play games facilitated by staff in the supervised social setting. Having hosted a number of Meets myself, they have been great fun for the kids and staff! We will continue them until we return to in-person as a way to allow social time for kids who may crave that time during distance learning.

-Many thanks to CEF for funding our free “virtual after school club” initiative, and many thanks also to Jess Gagne for taking the lead to make the clubs a reality. We have a number of staff who are hosting after school virtual clubs – sessions include: BreakoutEDU, Ojibwe Culture Club, Step-by-step How to Draw, Drawing Comic Books, and a Secret Code Club. Fun options for kids looking for another way to stay socially connected and have some fun after school!

-Beyond PBIS, we also have an excellent focused effort to keep kids excited about reading! In December and January we have had monthly reading challenges organized and facilitated by our Media Center staff. Students who participate are entered in prize drawings, and overall the monthly challenges have been very well received. A huge thanks to Kymm Martin, our Media Center Aide at Washington, for the time and energy she has invested in our monthly reading challenges.

Submitted by Robbi Mondati, Washington Elementary Principal

#### Cloquet Middle School:

CMS is busily getting prepared for our learning model change next week. As I had stated before, CMS staff did a lot of work on the front end with technology, student schedules, and instructional strategies so that we could move freely between learning models. That said, it still does not elevate some of our families and staff members' real fears about in-person learning.

CMS can be proud that they did not have to change any of our procedures to meet any new in-person learning protocols from MDE. We started all our planning sessions this summer, with our students and staff's safety as our number one priority. I would be happy to share any of this work with any new board members if they are interested.

Submitted by Tom Brenner, Cloquet Middle School Principal

#### Cloquet High School:

- I want to congratulate Ann Grossman on her retirement – she has left huge shoes to fill!
- Winter sports teams have started playing games
- Student class registration for 21-22 will start next month – we’re finalizing details on logistics
- Students return to CHS on 1/28 starting with 9<sup>th</sup> and 12<sup>th</sup> grade, 10<sup>th</sup> and 11<sup>th</sup> grade will join them on 2/8
- We’ve got potential contractor walk-throughs scheduled with ARI for a pre-bid look at our CTE/Art area
- Quarter 2/Semester 1 ends on 1/22. We will start planning our credit recovery options based on the student failure data we have following Sem. 1
- The custodians have taken advantage of the time without students in our building to tackle a large part of the hallway ceiling tile refresh

Submitted by Steve Battaglia, Cloquet High School Principal

#### Cloquet Area Alternative Education Programs:

CAAEP is preparing to welcome many new students to quarter 3. The students will be back in the school with the staff. And all are elated for this.

Submitted by Connie Hyde, CAAEP Principal

#### Community Education

**Aquatics:** AM lap swimming, Senior Swim, and swimming lessons continue. Aqua Fit, which has already filled, will start in February.

**Driver’s Ed:** Opened up registration for classroom Drivers Ed for April and May. We have a 3rd instructor almost ready to be able to offer behind the wheel instruction.

**ECFE/Time for Tots:** Will resume hybrid instruction January 26th.

**Enrichment:** Currently offering small, in person fitness classes as well as some Zoom classes.

**AWD:** AWD will start offering small, in person classes in February at the Scanlon Community Center. Most of the classes are arts and crafts based and will abide by COVID guidelines.

Submitted by Erin Bates, Community Education Director

Business Department:

The Business Office is hard at work wrapping up calendar year end items like W-2's, 1099's and 1095's. Adrienne and I just went to ARCC last week to work on our payroll revised budget for FY 2021. We have had quite a few new staff hires because of COVID so we are working very hard to get that done and brought to you for approval in February. After we wrap up the revised budget we will be moving right on into next year's budget. As Dr. Cary had mentioned at the last board meeting, we will start with a 0% increase from the state based on conversations we have had with other Superintendent's and Business Managers on how to approach this next fiscal year. Legislative years are always hard to budget because we never know where we are going to end up until the 3<sup>rd</sup> week in May and by that time we have already done all of our budget adjustments for the following year. We received some preliminary ESSER II funding estimates from MREA on what the second round of COVID funding from the federal government is looking like. Dr. Cary and I can talk more about that if you have additional questions. One last item is that we will be approving the bonds for the CTE Renovation at the board meeting and are hoping that we get some great numbers back from Ehlers on the sale of those bonds.

Submitted by Candace Nelis, Business Manager

American Indian Education Department:

Greetings School Board Members,

The American Indian Education Program will be closely looking at the return to in-person/hybrid numbers to adjust the services of instruction, intervention and supports that we provide. Virtual meetings, tutor sessions, AIE Schoology Classrooms, Study Snack Packs and Connecting with students one on one have all been successful ways to engage program students in learning. We continue to build a strong partnership between school and home.

Our individual senior meetings were held in the AIE Classroom at CHS on Wednesday January 20, 2021. Each program senior was able to review the current credit status and discuss concerns for on track graduation. In the past we would schedule these meetings more frequent and as a large group, including CAAEP seniors. Although this year we had to change some components up to ensure safety and new policies, we feel that overall it was successful.

The January JOM & LIEC meetings are scheduled for Wednesday January 27, 2020. JOM beginning at 5:30pm and LIEC beginning at 6:00pm. A zoom link will be posted on the AIE website and meeting materials available the day of the meeting. If you have anything to add to the agenda or would like a reminder and link, please email tangell@isd94.org . Miigwech.

Submitted by Teresa Angell, American Indian Education Director

Building and Grounds

No Report Submitted

Technology

No Report Submitted

**Cloquet Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund</b>	<b>Description</b>	<b>Total</b>
01	General	\$222,454.08
03	Transportation	\$7,029.94
04	Community Services	\$2,036.68
05	Capital Expenditure	\$206,765.00
06	Building Construction	\$489.40
12	Activities	\$2,892.88
45	OPEB Irrevocable Trust	\$23,682.00
<b>Report Total</b>		<b>\$465,349.98</b>

## Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094	2		92841	156737	Check	1	10211		ACCUTRAIN	Yes	No	No	USD	01/26/2021	298.00
			92842	156738	Check	1	10212		ACKERLEY, HEIDI	Yes	No	No	USD	01/26/2021	116.26
			92836	156739	Check	1	00350		ACTIVITY FUND-MIDDLE SCHOOL	Yes	No	No	USD	01/26/2021	40.00
			92837	156740	Check	1	00570		AG O'BRIEN COMPANY	Yes	No	No	USD	01/26/2021	4,052.24
			92840	156741	Check	1	10196		ALBIN ACQUISITION CORP	Yes	No	No	USD	01/26/2021	20.00
			92888	156742	Check	1	6516		ANDERSON, HEIDI	Yes	No	No	USD	01/26/2021	247.07
			92910	156743	Check	1	9581		ARCHITECTURAL RESOURCES INC	Yes	No	No	USD	01/26/2021	72,000.00
			92909	156744	Check	1	9514		ARS	Yes	No	No	USD	01/26/2021	489.40
			92884	156745	Check	1	6134		AT&T MOBILITY	Yes	No	No	USD	01/26/2021	13,954.18
			92911	156746	Check	1	9598		BELANGER DRAPERY & SHADES	Yes	No	No	USD	01/26/2021	4,989.00
			92878	156747	Check	1	5724		BLUE CROSS BLUE SHIELD	Yes	No	No	USD	01/26/2021	2,218.50
			92893	156748	Check	1	7378		BSN SPORTS	Yes	No	No	USD	01/26/2021	260.00
			92847	156749	Check	1	1030		CDW GOVERNMENT INC	Yes	No	No	USD	01/26/2021	6,867.37
			92855	156750	Check	1	1549		CENGAGE LEARNING INC	Yes	No	No	USD	01/26/2021	19,740.00
			92848	156751	Check	1	10401		CITY OF CLOQUET	Yes	No	No	USD	01/26/2021	136,618.35
			92849	156752	Check	1	11006		CLOQUET SANITARY	Yes	No	No	USD	01/26/2021	480.00
			92850	156753	Check	1	11550		COMMUNITY PRINTING	Yes	No	No	USD	01/26/2021	501.50
			92851	156754	Check	1	11620		COMPENSATION CONSULTANTS, LTI	Yes	No	No	USD	01/26/2021	1,076.00
			92867	156755	Check	1	4073		CONSOLIDATED COMMUNICATIONS	Yes	No	No	USD	01/26/2021	2,536.53
			92913	156756	Check	1	9705		CREATIVEDGE DESIGNS, LLC	Yes	No	No	USD	01/26/2021	600.00
			92843	156757	Check	1	10213		DAHL CHERI	Yes	No	No	USD	01/26/2021	42.50
			92854	156758	Check	1	14301		DEMCO INC	Yes	No	No	USD	01/26/2021	75.35
			92846	156759	Check	1	10217		DENFELD NORDIC	Yes	No	No	USD	01/26/2021	325.00
			92886	156760	Check	1	6347		EDUCATORS BENEFIT CONSULTANT	Yes	No	No	USD	01/26/2021	234.03
			92887	156761	Check	1	6393		FAIRBANKS, CHRISTY	Yes	No	No	USD	01/26/2021	225.00
			92894	156762	Check	1	7388		GOLDEN VALLEY SUPPLY	Yes	No	No	USD	01/26/2021	5,587.40
			92852	156763	Check	1	12271		GREAT LAKES OFFICE SOLUTIONS I	Yes	No	No	USD	01/26/2021	2,362.92
			92892	156764	Check	1	7376		HEALTHPARTNERS	Yes	No	No	USD	01/26/2021	20,365.60
			92877	156765	Check	1	5684		HILLYARD INC MINNEAPOLIS	Yes	No	No	USD	01/26/2021	3,564.22
			92898	156766	Check	1	8208		HOLIDAY STATIONSTORES LLC	Yes	No	No	USD	01/26/2021	115.51
			92882	156767	Check	1	5992		HORIZON COMMERCIAL POOL SUPP	Yes	No	No	USD	01/26/2021	1,021.37
			92856	156768	Check	1	1858		HUGHES, GARY	Yes	No	No	USD	01/26/2021	17.00
			92858	156769	Check	1	2526		ISD #0094 - VAN	Yes	No	No	USD	01/26/2021	190.41
			92859	156770	Check	1	25820		ISD #0700 HERMANTOWN	Yes	No	No	USD	01/26/2021	2,893.36
			92895	156771	Check	1	7658		KACKMAN, SHANNON	Yes	No	No	USD	01/26/2021	33.06
			92861	156772	Check	1	28656		KALLIS, SHELLY	Yes	No	No	USD	01/26/2021	366.25
			92891	156773	Check	1	7167		KRAEMER CONSTRUCTION INC	Yes	No	No	USD	01/26/2021	280.00
			92862	156774	Check	1	30365		LCS COACHES INC	Yes	No	No	USD	01/26/2021	6,439.47
			92890	156775	Check	1	7137		LENNARTSON, ASHLEE	Yes	No	No	USD	01/26/2021	46.27
			92914	156776	Check	1	9784		LINDAMOOD-BELL LEARNING PROC	Yes	No	No	USD	01/26/2021	2,764.80
			92860	156777	Check	1	2692		MASSP	Yes	No	No	USD	01/26/2021	585.00

## Cloquet Public Schools

### Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	92881	156778	Check	1	5967		MEDIACOM	Yes	No	No	USD	01/26/2021	228.85
			92880	156779	Check	1	5736		MEDICAREBLUE RX	Yes	No	No	USD	01/26/2021	1,097.90
			92876	156780	Check	1	5675		MINNESOTA ENERGY RESOURCES	Yes	No	No	USD	01/26/2021	6,949.34
			92864	156781	Check	1	36651		MINNESOTA POWER	Yes	No	No	USD	01/26/2021	18,199.70
			92844	156782	Check	1	10214		MOLLBERG KENT	Yes	No	No	USD	01/26/2021	300.00
			92896	156783	Check	1	7693		MONDATI, ROBERTA	Yes	No	No	USD	01/26/2021	40.00
			92866	156784	Check	1	38552		MUSIC IN MOTION	Yes	No	No	USD	01/26/2021	305.52
			92908	156785	Check	1	9325		N2Y LLC	Yes	No	No	USD	01/26/2021	781.92
			92865	156786	Check	1	3829		NORTHEAST METRO DISTRICT 916	Yes	No	No	USD	01/26/2021	22,579.74
			92868	156787	Check	1	40825		NORTHERN BUSINESS PRODUCTS	Yes	No	No	USD	01/26/2021	50.61
			92845	156788	Check	1	10216		NORTHERN STAR FOOD EQUIPMEN	Yes	No	No	USD	01/26/2021	63.75
			92870	156789	Check	1	41101		NORTHLAND AUTO PARTS	Yes	No	No	USD	01/26/2021	150.13
			92912	156790	Check	1	9664		ORIENTAL TRADING COMPANY	Yes	No	No	USD	01/26/2021	46.41
			92869	156791	Check	1	4084		PEARSON EDUCATION	Yes	No	No	USD	01/26/2021	197.16
			92875	156792	Check	1	5286		PITNEY BOWES PURCHASE POWER	Yes	No	No	USD	01/26/2021	328.17
			92883	156793	Check	1	6070		PRO ED INC	Yes	No	No	USD	01/26/2021	258.50
			92885	156794	Check	1	6320		RANDALL, DUSTIN	Yes	No	No	USD	01/26/2021	1,500.00
			92906	156795	Check	1	9288		RASMUSSEN, BRENDA	Yes	No	No	USD	01/26/2021	25.76
			92900	156796	Check	1	8631		RUPP, ANDERSON, SQUIRES & WALI	Yes	No	No	USD	01/26/2021	8,418.00
			92871	156797	Check	1	48325		SCAN AIR FILTER INC	Yes	No	No	USD	01/26/2021	577.41
			92899	156798	Check	1	8459		SCHOOLGY INCORPORATED	Yes	No	No	USD	01/26/2021	14,652.00
			92915	156799	Check	1	9814		SHIRTS UNLIMITED	Yes	No	No	USD	01/26/2021	930.00
			92902	156800	Check	1	8899		SNOWMEN INC	Yes	No	No	USD	01/26/2021	1,275.00
			92874	156801	Check	1	51875		ST LOUIS COUNTY AUDITOR	Yes	No	No	USD	01/26/2021	70.22
			92897	156802	Check	1	7941		STAPLES BUSINESS CREDIT	Yes	No	No	USD	01/26/2021	14.82
			92872	156803	Check	1	5091		SVL SERVICE CORPORATION	Yes	No	No	USD	01/26/2021	2,956.06
			92838	156804	Check	1	06680		THE HOME DEPOT PRO	Yes	No	No	USD	01/26/2021	6,898.88
			92863	156805	Check	1	3236		THERAPY SHOPPE	Yes	No	No	USD	01/26/2021	47.97
			92905	156806	Check	1	9268		UHL COMPANY INC	Yes	No	No	USD	01/26/2021	704.13
			92901	156807	Check	1	8684		UMD STUDENT FINANCIAL SERVICE	Yes	No	No	USD	01/26/2021	3,128.00
			92904	156808	Check	1	9198		US BANK	Yes	No	No	USD	01/26/2021	6,020.23
			92903	156809	Check	1	8949		VANTAGE FINANCIAL	Yes	No	No	USD	01/26/2021	47,988.00
			92839	156810	Check	1	10167		VERIZON WIRELESS	Yes	No	No	USD	01/26/2021	1,823.10
			92873	156811	Check	1	5153		VIKING ELECTRIC SUPPLY INC	Yes	No	No	USD	01/26/2021	131.70
			92907	156812	Check	1	9319		WALDORF, ELIZABETH	Yes	No	No	USD	01/26/2021	100.81
			92857	156813	Check	1	2267		WALMART COMMUNITY GEMB	Yes	No	No	USD	01/26/2021	1,113.28
			92879	156814	Check	1	57280		WANGEN, DAVID	Yes	No	No	USD	01/26/2021	313.09
			92889	156815	Check	1	6928		WATERS, NICOLE	Yes	No	No	USD	01/26/2021	225.00
			92853	156816	Check	1	1425		WOLF RIDGE	Yes	No	No	USD	01/26/2021	175.00

### Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	92835	156817	Check	1	00140		WOOD CITY LIGHTS AND HARDWAR	Yes	No	No	USD	01/26/2021	44.90
														Bank Total: 2	\$465,349.98
														Report Total:	\$465,349.98

**Cloquet Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund Description</b>	<b>Total</b>
12    Activities	\$42.50
<b>Report Total</b>	<b>\$42.50</b>

### Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	92916	156818	Check	1	10215		SICKLER SUSAN	Yes	No	No	USD	01/23/2021	42.50
														Bank Total: 2	\$42.50
														Report Total:	\$42.50

**Cloquet Public Schools**  
**Detail Payment Register By Check**  
**Fund Summary**

<b>Fund Description</b>		<b>Total</b>
01	General	\$11,426.83
03	Transportation	\$180.96
04	Community Services	\$248.02
05	Capital Expenditure	\$472.80
<b>Report Total</b>		<b>\$12,328.61</b>

### Cloquet Public Schools Check Register by Bank and Check

Batch	Co	Bank	Pymt No	Check No	Pay Type	Grp	Code	Rcd	Vendor	Print	Recon	Void	Currency	Pmt/Void Date	Amount
0094		2	92831	156728	Check	1	7701		ATLAS PEN & PENCIL CORP	Yes	No	No	USD	01/15/2021	125.70
			92832	156729	Check	1	9403		BREAKOUT INC	Yes	No	No	USD	01/15/2021	50.00
			92830	156730	Check	1	7673		CENTURY LINK	Yes	No	No	USD	01/15/2021	248.02
			92833	156731	Check	1	9492		JOHNSON CONTROLS FIRE PROTEC	Yes	No	No	USD	01/15/2021	659.84
			92826	156732	Check	1	29600		L & M SUPPLY	Yes	No	No	USD	01/15/2021	298.80
			92829	156733	Check	1	6599		LAKE SUPERIOR LAUNDRY	Yes	No	No	USD	01/15/2021	19.70
			92834	156734	Check	1	9792		LEAF	Yes	No	No	USD	01/15/2021	472.80
			92827	156735	Check	1	36651		MINNESOTA POWER	Yes	No	No	USD	01/15/2021	10,272.79
			92828	156736	Check	1	43875		PETE & SONS INC	Yes	No	No	USD	01/15/2021	180.96
Bank Total: 2														\$12,328.61	
Report Total:														\$12,328.61	

**TREASURER'S REPORT  
INDEPENDENT SCHOOL DISTRICT NO. 94  
AUGUST 2020**

FUND	Balance Beginning of Month		Receipts	Disbursements	Balance End of Month		Clerks Balance End of Month
	Cash	Investments			Cash	Investments	
GENERAL	(\$2,814,832.37)	\$10,284,313.79	\$8,203,104.25	\$8,118,583.69	(\$2,730,311.81)	\$12,092,451.32	\$7,554,001.98
FOOD SERVICE	\$275,655.30		\$19,193.24	\$28,507.86	\$266,340.68		\$266,340.68
TRANSPORTATION	\$277,362.26		\$0.00	\$45.07	\$277,317.19		\$277,317.19
COMMUNITY SERVICE	\$660,322.25		\$89,947.70	\$97,253.41	\$653,016.54		\$653,016.54
ACTIVITIES	\$516,477.55		\$50.00	\$8,393.49	\$508,134.06		\$508,134.06
<b>TOTAL OPERATING</b>	<b>(\$1,085,015.01)</b>	<b>\$10,284,313.79</b>	<b>\$8,312,295.19</b>	<b>\$8,252,783.52</b>	<b>(\$1,025,503.34)</b>	<b>\$12,092,451.32</b>	<b>\$9,258,810.45</b>
CAPITAL OUTLAY	\$543,782.70		\$0.00	\$179,700.28	\$364,082.42		\$364,082.42
DEBT REDEMPTION #94	\$1,970,080.81	\$74,385.49	\$274,825.74	\$54,750.00	\$2,190,156.55	\$74,385.49	\$2,264,542.04
OPEB DEBT SERVICES	\$34,134.98	\$306,194.21	\$3,653.92	\$0.00	\$37,788.90	\$306,194.21	\$343,983.11
<b>TOTAL FUNDS AVAILABLE</b>	<b>\$1,462,983.48</b>	<b>\$10,664,893.49</b>	<b>\$8,590,774.85</b>	<b>\$8,487,233.80</b>	<b>\$1,566,524.53</b>	<b>\$12,473,031.02</b>	<b>\$12,231,418.02</b>
BUILDING FUND	(\$64,869.74)	\$114,868.72	\$0.00	\$0.00	(\$64,869.74)	\$114,854.74	\$49,998.98
OPEB IRREVOCABLE TRUST	(\$780,938.72)	\$5,424,881.75	\$36,487.83	\$82,098.29	(\$826,549.18)	\$5,529,134.57	\$4,702,585.39

**RECONCILEMENT OF TREASURER'S BALANCE WITH BANK**

	Balance Per BANK STATEMENT	Outstanding Checks	Deposits Not Shown on Bank Statement	Other Reconciling Items	Balance Per Treasurer's
US BANK	\$1,614,294.70	\$939,189.09	\$0.00	\$0.00	\$675,105.61
ADD UNDEPOSITED CASH ON HAND				21	
TREASURER'S BALANCE PER BOOKS					\$675,105.61

**INVESTMENTS  
2020-21 - FISCAL YEAR**

**DATE: AUGUST 2020**

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ -	0.00%	MN LIQUID ASSET		\$ -	\$ -
\$ 5,163,377.59		AMERITRADE		\$ -	\$ 1,982.90
\$ 6,652,634.05	2.14%	MSD MAX		DAILY	\$ 717.87
<u>\$ 11,816,011.64</u>	<b>SUB TOTAL LIQUID ASSET FUNDS &amp; AMERITRADE</b>				
\$ -		MN TRUST		\$ -	\$ -
\$ -	0.00%	MN TRUST	SEC/DTC		
\$ 652,945.55	1.85%	MN TRUST			\$ 0.76
<hr/>					
<b>\$ 12,473,031.02</b>	<b>- TOTAL INVESTMENT VALUE</b>				<b>\$ 2,701.53</b>
	<b>CHECKING ACCOUNT/MSDLAF LIQUID CLASS INTEREST &amp; FEES</b>				<b>\$ 42.56</b>
	<b>TOTAL MONTHLY INTEREST</b>				<b>\$ 2,744.09</b>
 YTD TOTAL INTEREST AS OF 8/31/20				<b>\$ 14,185.90</b>	
				=====	
				<b>\$ 67,100.00</b>	<b>2020-21 BUDGET</b>

**2019-20 - FISCAL YEAR**

\$ 10,615,839.84	<b>- TOTAL INVESTMENT VALUE 8/31/2019</b>	\$	35,489.53	<b>- TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH</b>
		\$	208,757.82	<b>- TOTAL INTEREST EARNED FOR FISCAL YR 2019-2020</b>

**INVESTMENTS: FUND 06 CONSTRUCTION  
2020-21 - FISCAL YEAR**

DATE: AUGUST 2020

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ -	0.00%	MN TRUST	CD	\$ -	\$ -
\$ -	0.00%	MN TRUST	CD	\$ -	\$ -
\$ -	0.00%	MN TRUST	TS	\$ -	\$ -
\$ -	0.00%	MN TRUST	TS	\$ -	\$ -
\$ -		MN TRUST	SDA		\$ -
\$ -	0.00%	MN TRUST	SEC/DTC		
\$ 35,981.15	0.07%	MN TRUST	Dividend Reinvest / Bank Fee	\$	1.99
		MN TRUST	Trade Int-Security Sale/DTC Maturity	\$	-
\$ 78,873.59		EHLERS / Ameritrade		\$	(7.67)
<b>\$ 114,854.74</b>		<b>- TOTAL CONSTRUCITON FUND INVESTMENT VALUE</b>			

**TOTAL MONTHLY INTEREST \$ (5.68)**

YTD TOTAL INTEREST AS OF 8/31/20 \$ (11.62)  
=====  
\$ 2,500.00 2020-21 BUDGET

2019-20 - FISCAL YEAR

\$ 626,044.27	- TOTAL INVESTMENT VALUE 8/31/2019	\$ 6,064.01	- TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
		\$ 9,329.85	- TOTAL INTEREST EARNED FOR FISCAL YR 2019-20

**INVESTMENTS: FUND 45 OPEB  
2020-21 - FISCAL YEAR**

**DATE: AUGUST 2020**

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ 941,132.12	0.07%	MN TRUST CD	8/31/2020	\$ 9,178.54	\$ -
\$ 236,100.00	2.75%	MN TRUST CD	9/28/2020	\$ 23,382.45	\$ -
\$ 236,100.00	2.74%	MN TRUST CD	9/28/2020	\$ 8,906.01	\$ -
\$ 98,614.80	1.98%	MN TRUST CD	10/1/2020	\$ 10,480.15	\$ -
\$ 495,242.55	2.28%	MN TRUST CD	10/1/2020	\$ 8,245.83	\$ -
\$ 235,900.00	1.86%	MN TRUST CD	10/16/2020	\$ 26,217.16	\$ -
\$ 234,100.00	3.36%	MN TRUST CD	12/7/2020	\$ 13,351.61	\$ -
\$ 234,700.00	3.04%	MN TRUST CD	1/28/2021	\$ 15,762.88	\$ -
\$ 235,800.00	2.84%	MN TRUST CD	1/28/2021	\$ 27,785.51	\$ -

MN TRUST	Dividend Reinvest / Bank Fee	\$ 31.20
MN TRUST	Trade Interest-Security Sale / DTC	\$ -

\$ 2,589,129.30	ASSOCIATED BANK	Dividend / BankFee / Interest	\$ (585.33)
\$ -	MID AMERICA		\$ -

\$ 5,529,134.57 - TOTAL INVESTMENT VALUE

TOTAL MONTHLY INTEREST \$ (554.13)

YTD TOTAL INTEREST AS OF 8/31/20 \$ (948.29)

\$ 2,500.00 2020-21 BUDGET

2019-20 - FISCAL YEAR

\$ 6,369,852.84 - TOTAL INVESTMENT VALUE 8/31/2019	\$ (1,935.01) - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
	\$ 131,586.89 - TOTAL INTEREST EARNED FOR FISCAL YR 2019-2020

**INVESTMENTS  
2020-21 - FISCAL YEAR**

DATE: SEPTEMBER 2020

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ -	0.00%	MN LIQUID ASSET		\$ -	\$ -
\$ 5,175,300.71		AMERITRADE		\$ -	\$ 11,822.50
\$ 7,736,630.42	2.07%	MSD MAX		DAILY	\$ 676.88
	1.69%	MN TRUST CD	3/19/2021	\$	-
	0.00%	MN TRUST SEC/DTC			
\$ 660,829.11	1.95%	MN TRUST		\$	0.34
<b>\$ 13,572,760.24</b>		<b>- TOTAL INVESTMENT VALUE</b>			<b>\$ 12,499.72</b>
		<b>CHECKING ACCOUNT/MSDLAF LIQUID CLASS INTEREST &amp; FEES</b>			<b>\$ 35.27</b>
		<b>TOTAL MONTHLY INTEREST</b>			<b>\$ 12,534.99</b>

YTD TOTAL INTEREST AS OF 9/30/20

\$ 26,720.89

\$ 75,000.00 20-21 BUDGET

2019-20 - FISCAL YEAR

\$ 11,217,964.78 - TOTAL INVESTMENT VALUE 9/30/2019

\$ 56,124.35 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

\$ 208,757.82 - TOTAL INTEREST EARNED FOR FISCAL YR 2019-20

**INVESTMENTS: FUND 06 CONSTRUCTION  
2020-21 - FISCAL YEAR**

DATE: SEPTEMBER 2020

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ -	0.00%	MN TRUST	CD	\$ -	\$ -
\$ -	0.00%	MN TRUST	CD	\$ -	\$ -
\$ -	0.00%	MN TRUST	TS	\$ -	\$ -
\$ -	0.00%	MN TRUST	TS	\$ -	\$ -
\$ -		MN TRUST	SDA		\$ -
\$ -	0.00%	MN TRUST	SEC/DTC		
\$ 35,982.36	1.95%	MN TRUST	Dividend Reinvest / Bank Fee	\$	1.21
		MN TRUST	Trade Int-Security Sale/DTC Maturity	\$	-
\$ 78,864.37		EHLERS / Ameritrade		\$	(9.22)
<b>\$ 114,846.73</b>		<b>- TOTAL CONSTRUCTION FUND INVESTMENT VALUE</b>			

TOTAL MONTHLY INTEREST \$ (8.01)

YTD TOTAL INTEREST AS OF 9/30/20 \$ (25.57)

=====

\$ 2,500.00 2020-21 BUDGET

2019-20 - FISCAL YEAR

\$ 627,575.53	- TOTAL INVESTMENT VALUE 9/30/2019	\$ 7,478.27	- TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
		\$ 9,329.85	- TOTAL INTEREST EARNED FOR FISCAL YR 2019-20

**INVESTMENTS: FUND 45 OPEB  
2020-21 - FISCAL YEAR**

DATE: SEPTEMBER 2020

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ 1,439,561.23	0.40%	MN TRUST CD	9/30/2020		
\$ 98,614.80	1.98%	MN TRUST CD	10/1/2020		\$ -
\$ 495,242.55	2.28%	MN TRUST CD	10/1/2020		\$ -
\$ 235,900.00	1.86%	MN TRUST CD	10/16/2020		\$ -
\$ 234,100.00	3.36%	MN TRUST CD	12/7/2020		\$ -
\$ 234,700.00	3.04%	MN TRUST CD	1/28/2021		\$ -
\$ 235,800.00	2.84%	MN TRUST CD	1/28/2021		\$ -
		MN TRUST	Dividend Reinvest / Bank Fee		\$ 26,229.11
		MN TRUST	Trade Interest-Security Sale / DTC		\$ -
\$ 2,524,402.56		ASSOCIATED BANK	Dividend / BankFee / Interest		\$ 5,882.11
\$ -		MID AMERICA			\$ -
<u>\$ 5,489,463.79</u>		<b>- TOTAL INVESTMENT VALUE</b>			

**TOTAL MONTHLY INTEREST**

\$ 32,111.22

YTD TOTAL INTEREST AS OF 9/30/20

\$ 31,162.93  
=====

\$ 200,000.00 2019-20 BUDGET

2019-20 - FISCAL YEAR

\$ 6,218,918.17 - TOTAL INVESTMENT VALUE 9/30/2019

\$ 15,208.10 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH

\$ 131,586.89 - TOTAL INTEREST EARNED FOR FISCAL YR 2019-20

**INVESTMENTS  
2020-21 - FISCAL YEAR**

**DATE: OCTOBER 2020**

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ -	0.00%	MN LIQUID ASSET		\$ -	\$ -
\$ 5,177,496.22		AMERITRADE		\$ -	\$ 2,195.51
\$ 7,815,237.63	1.82%	MSD MAX		DAILY	\$ 271.19
<u>\$ 12,992,733.85</u>	<b>SUB TOTAL LIQUID ASSET FUNDS</b>				
\$ 660,144.78	1.81%	MN TRUST			\$ 0.37
<u>\$ 13,652,878.63</u>	<b>- TOTAL INVESTMENT VALUE</b>				\$ 2,467.07
	<b>CHECKING ACCOUNT/MSDLAF LIQUID CLASS INTEREST &amp; FEES</b>				<u>\$ 12.47</u>
	<b>TOTAL MONTHLY INTEREST</b>				\$ 2,479.54

**YTD TOTAL INTEREST AS OF 10/31/20**

**\$ 29,200.43**

**\$ 75,000.00 2020-21 BUDGET**

**2019-20 - FISCAL YEAR**

**\$ 12,220,335.93 - TOTAL INVESTMENT VALUE 10/31/2019**

**\$ 75,580.32 - TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH**

**\$ 208,757.82 - TOTAL INTEREST EARNED FOR FISCAL YR 2019-20**

**INVESTMENTS: FUND 06 CONSTRUCTION  
2020-21 - FISCAL YEAR**

DATE: OCTOBER 2020

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ -	0.00%	MN TRUST	CD	\$ -	\$ -
\$ -	0.00%	MN TRUST	CD	\$ -	\$ -
\$ -	0.00%	MN TRUST	TS	\$ -	\$ -
\$ -	0.00%	MN TRUST	TS	\$ -	\$ -
\$ -		MN TRUST	SDA	\$ -	\$ -
\$ -	0.00%	MN TRUST	SEC/DTC		
\$ 35,983.35	1.81%	MN TRUST	Dividend Reinvest / Bank Fee	\$	0.99
		MN TRUST	Trade Int-Security Sale/DTC Maturity	\$	-
\$ 78,855.34		EHLERS / Ameritrade		\$	(9.03)
<b>\$ 114,838.69</b>		<b>- TOTAL CONSTRUCTION FUND INVESTMENT VALUE</b>			

TOTAL MONTHLY INTEREST \$ (8.04)

YTD TOTAL INTEREST AS OF 10/31/20 \$ (33.61)

\$ 2,500.00 2020-21 BUDGET

2019-20 - FISCAL YEAR

\$ 446,003.98	- TOTAL INVESTMENT VALUE 10/31/2019	\$ 8,327.98	- TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH
		\$ 9,329.85	- TOTAL INTEREST EARNED FOR FISCAL YR 2019-20

**INVESTMENTS: FUND 45 OPEB  
2020-21 - FISCAL YEAR**

**DATE: OCTOBER 2020**

<u>INVESTMENT</u>	<u>INTEREST RATE</u>	<u>BANK</u>	<u>MATURITY DATE</u>	<u>INTEREST TO BE EARNED</u>	<u>MONTHLY INTEREST</u>
\$ 2,281,628.08	0.92% - 1.04%	MN TRUST	CD	11/4/2019 \$ 23,382.45	\$ -
\$ 234,100.00	2.64% - 2.65%	MN TRUST	CD	1/29/2020 \$ 8,906.01	\$ -
\$ 234,700.00	2.19%	MN TRUST	CD	2/26/2020 \$ 10,480.15	\$ -
\$ 235,800.00	1.36%	MN TRUST	CD	3/6/2020 \$ 8,245.83	\$ -
\$ -	1.81%	MN TRUST MN TRUST		Dividend Reinvest / Bank Fee Trade Interest-Security Sale / DTC	\$ 37.44 \$ 21,129.41
\$ 2,487,222.73		ASSOCIATED BANK		Dividend / BankFee / Interest	\$ 1,420.63
\$ -		MID AMERICA			\$ -
<u>\$ 5,468,956.55</u>	<b>- TOTAL INVESTMENT VALUE</b>				

**TOTAL MONTHLY INTEREST \$ 22,587.48**

**YTD TOTAL INTEREST AS OF 10/31/20 \$ 53,750.41**

**\$ 200,000.00 2020-21 BUDGET**

**2019-20 - FISCAL YEAR**

\$ 6,266,866.47	<b>- TOTAL INVESTMENT VALUE 10/31/2019</b>	\$ 23,478.50	<b>- TOTAL INTEREST EARNED LAST YEAR THRU THIS MONTH</b>
		\$ 131,586.89	<b>- TOTAL INTEREST EARNED FOR FISCAL YR 2019-20</b>



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Initiate ACH Purchase

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[- Flexible Batch Form](#)

[Wire Purchase Notify](#)

**Redemptions**

Initiate ACH Redemption

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[- Multi-entry Form](#)

[- Flexible Batch Form](#)

[Initiate Wire Redemption](#)

**Transfers**

[Transfer](#)

[Exchange](#)

[Participant to Participant](#)

Miscellaneous

[Stop Payment Request](#)

[Pending Trans Manager](#)

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Transactions - Transaction Complete

Please print this page for your records.

The reference number for this transaction is: 3209509

Transaction Type	Exchange
Entry Date	12/14/2020
Transaction Date	12/14/2020
From Account	600041 - General Fund
Investment Type	MSDLAF+ MAX Class
Exchange To Investment Type	MSDLAF+ Liquid Class
Amount	\$950,000.00



MINNESOTA  
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Purchases

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Redemptions

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Transfers

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Miscellaneous

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Transactions - Transaction Complete

Please print this page for your records.

The reference number for this transaction is: 3217280

Transaction Type	Exchange
Entry Date	12/28/2020
Transaction Date	12/28/2020
From Account	600041 - General Fund
Investment Type	MSDLAF+ MAX Class
Exchange To Investment Type	MSDLAF+ Liquid Class
Amount	\$1,500,000.00



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Miscellaneous

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Transactions - Transaction Complete

Please print this page for your records.

The reference number for this transaction is: 3225532

Transaction Type	Exchange
Entry Date	1/11/2021
Transaction Date	1/13/2021
From Account	600041 - General Fund
Investment Type	MSDLAF+ MAX Class
Exchange To Investment Type	MSDLAF+ Liquid Class
Amount	\$4,375,000.00

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## MEMORANDUM

---

**TO:** Dr. Michael Cary, Superintendent

**FROM:** Erin Bates, Community Education Director  
Colombe Anderson, Kids Corner Coordinator

**DATE:** January 7th, 2021

**RE:** Resignation of Katie Oswald from her position as Program Manager from Kids Corner effective January 19th, 2021.

<b>RATE OF PAY:</b>	<b>\$13.81</b>
<b>HOURS WORKED:</b>	<b>32-40</b>
<b>START DATE:</b>	<b>9/8/2020</b>
<b>END DATE:</b>	<b>1/19/2021</b>

Colombe-

~~(1/5/2021)~~

1/5/2021

Please accept this letter as my notice of resignation, effective two weeks from now (Jan 19<sup>th</sup>, 2021).

Thank you very much for the opportunity to work here.

Kate Snow

~ Can I please request Jan 15<sup>th</sup> (Friday) off? Thanks



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302 14th Street • 218-879-0115 • FAX-879-6941  
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## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent  
FROM: Dr. Michael Cary, Superintendent  
DATE: January 15, 2021  
RE: Recommendation of Employment

I am recommending the employment of Stacey Homstad as 0.4 FTE Long-Term Substitute English Teacher at CAAEP from January 25, 2021 until June 9, 2021, pending appropriate licensure.

RATE OF PAY:	Step 1 – \$89.46/day
HOURS WORKED:	0.4 FTE
LENGTH OF CONTRACT:	January 25, 2021 – June 9, 2021
BUDGETED CURRENT YEAR:	Yes
REASON FOR HIRE:	Stacey was the only applicant for the position and had done a great job as a long term sub at the high school quarter 1. She will be a welcomed addition to the CAAEP staff.

Employment is subject to Cloquet School Board approval.

CH:mjm



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19 January 2021

To: Dr. Michael Cary, Superintendent  
From: Teresa Angell, AIE Program Director TA  
RE: Permission to post for .5 AIE Teacher

For your consideration and approval, I am requesting permission to post a .5 American Indian Education Teacher to provide intervention instruction to AI distance learning students K-4 for the remainder of the 2020/2021 school year.

The need has been identified at Washington where a significant amount of American Indian students are distance learning. As students return to the building for in-person instruction, this additional teacher will help support those who continue to distance learn.

This new position will be 100% paid out of Title VI funding.

Robbi and David are supportive of this request. I can be available at the next board meeting to address any questions you may have.

Cc: Robbi Mondati  
David Wangen



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## MEMORANDUM

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TO: Dr. Michael Cary, Superintendent

FROM: Robbi Mondati, Principal – Washington Elementary School

DATE: January 20, 2021

RE: Permission to Post

I am requesting permission to post for a Long-Term D.C.D (Special Education) Substitute Teacher, due to an upcoming FMLA leave. The employee is requesting a 5-6-week leave beginning on or around March 29, 2021 depending on birth of baby.

Linking school and community to provide life-long learning and success for all.



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## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent

FROM: Robbi Mondati, Principal – Washington Elementary School

DATE: January 20, 2021

RE: Permission to Post

I am requesting permission to post for a Long-Term Substitute 3<sup>rd</sup> Grade Teacher due to an upcoming FMLA leave. The employee is requesting approximately 6 weeks medical leave beginning on February 8, 2021.

RM/mjm



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19 January 2021

To: Dr. Michael Cary, Superintendent  
From: Teresa Angell, AIE Program Director TA  
RE: Increase of hours for CHS AIE Academic Tutor

For your consideration and approval, I am requesting permission to increase Derek Johnson's hours from 3.5hrs/day to 5.5hrs/day for the remainder of the 2020/2021 SY. Derek will provide an additional two hours a day in academic tutoring to American Indian students struggling with homework help, organization and communication. He has already established a good rapport with students and program staff.

The additional 2 hours will be 100% paid out of MN State AI Aid. Effective January 25, 2021 contingent upon School Board approval.

Steve and Tim are supportive with this request. I will be available at the next board meeting to answer any questions you may have.

Cc: Steve Battaglia  
Tim Prosen



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## MEMORANDUM

---

TO: Dr. Michael Cary, Superintendent  
FROM: Connie Hyde, Principal CAAEP  
DATE: January 14, 2021  
RE: Staff Adjustment

Due to the staff transfer of Patricia Barney, I am recommending Rylee Martin for Teacher Lead for the second half of the 2020-2021 School Year.

CH:mjm

MEMORANDUM

To: Dr Michael Cary, Superintendent

Date: January 19, 2021

From: Erin Bates, Community Education Director

Re: Tammy Fleischauer coming back to work.

I am recommending that Tammy Fleischauer return to work on January 26, 2021. She was on a break from working due to distance learning. Tammy's position is to care for siblings of children enrolled in our program with their parents. Our families will be back to class beginning January 26th.

\*Employment is subject to Cloquet School Board Approval.

**From:** Dylan Carlson <[dcarlson@isd94.org](mailto:dcarlson@isd94.org)>  
**Date:** January 19, 2021 at 5:04:54 PM CST  
**To:** Joy Herron <[jherron@isd94.org](mailto:jherron@isd94.org)>  
**Subject: Re: Return**

Thanks!

Sent from my iPhone

On Jan 19, 2021, at 3:23 PM, Joy Herron <[jherron@isd94.org](mailto:jherron@isd94.org)> wrote:

Hello Dylan.

As students are returning to school in-person; I am writing to request my leave of absence end, and to return to Washington on the 26th.

Thankyou.

Joy Herron

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## MEMORANDUM

---

**TO:** Dr. Michael Cary, Superintendent  
**DATE:** January 20, 2021  
**FROM:** Erin Bates, Community Education Director  
**RE:** School Readiness Plus Application

**I am writing to recommend the School Readiness program apply for 5 School Readiness Plus seats. The addition of this funding would allow for 5 high risk students to attend free of charge and our program would also receive funding to supplement and enhance our education**

**“Employment is subject to Cloquet School Board Approval”**



- CHS
  - Transition back into in-person and hybrid learning concerns. Dr. Cary will be talking to EMC this week and will communicate to the families and staff later this week.
  - Revisit the safety protocol including cleaning, masking, distance, etc.
  - Unmasked person in the building. Masking is required and protocol for confronting any unmasked individual.
  - Brown water in bathrooms since the water hasn't been used. Dylan was going to ask custodians to run the water since we haven't had much activity in the buildings to flush the systems.
- CMS Nothing to report
- Churchill – Nothing to report
- Washington – Nothing to report

**V. Next Meeting**

- a. Tuesday, March 16, 2021 at 3:45 p.m., Board Room

**VI. Adjournment**

There being nothing further to discuss, the meeting adjourned at 4:00 p.m.

Respectfully submitted,

Mary Marciniak  
Executive Assistant to the Superintendent  
Cloquet Public Schools

## District Wellness Policy Committee Meeting Summary

Thursday, January 14, 2021  
3:45 p.m., Small District Conference Room

### Committee Members:

- ❖ Beth Dohnansky, Chair - Food Service Director
- ❖ Sarah Ellena, High School (absent)
- ❖ Kriston Clark, Washington Elementary (via remote)
- ❖ Jill Brenner, Washington Elementary (via remote)
- ❖ Heidi Mattinen, Churchill Elementary
- ❖ Cara Lahti, Cloquet Area Alternative Education Programs (CAAEP) (absent)
- ❖ Joy Nelson, Cloquet Middle School/Community Education (absent)
- ❖ Mary Marciniak, Executive Assistant, District

### ***I. Welcome***

Beth welcomed Jill Brenner to the committee. Follow up to absent members to remind them of the March deadline or see if we need to get another building representative.

### ***II. Building Level***

- a. Preparation of 2020-2021 Building Goals. Each member should bring to the March meeting the items they have been doing by each building (in person or distance) so they can be incorporated in the policy. Include health, mental health, family outreach, communication to families, etc.  
Churchill –
  - Treat day on Wednesday (a cart/table). Almonds, water, granola bars
  - Heidi has created daily fitness movies that have been sent out to all staff. We will ask if they can be sent to all staff.Garfield- Central Admin
  - Once a month fun day
- b. Implement Goals into 2020-2021 Wellness Policy. This needs to be done by June and approved by the School Board and posted to the website.

### ***III. Continued Programs District Level***

- a. Update these as well at the March meeting.

### ***IV. Other***

- a. Upcoming Meetings:
  - Thursday, March 25th at 3:45 p.m.
  - Thursday, May 6th at 3:45 p.m.

### ***V. Adjournment***

There being nothing further to discuss, the meeting adjourned at 4:15 p.m.

Respectfully submitted,

Mary Marciniak  
Executive Assistant to the Superintendent  
Cloquet Public Schools



## 2020-2021 Enrolled Distant Learning Students

Actual	Dates	Enrollment Dates										Projected Enrollment										Proj.
		9/10	9/23	10/6	10/20	11/4	11/17	12/8	1/6	1/20												
<b>CHURCHILL</b>																						
21	Handicap Kindergarten		3	3	4	4	4	4	4	4												
19	Early Five/Dev Kindergarten		3	5	4	4	4	4	4	4												
45	Kindergarten - All Day		18	16	16	16	16	16	16	16												
69	First Grade		3	3	3	3	3	3	3	3												
66	Second Grade		23	22	21	22	21	21	21	21												
79	Third Grade		15	15	17	16	16	16	16	16												
77	Fourth Grade		14	14	14	14	14	14	14	14												
376	<b>TOTAL CHURCHILL</b>	0	79	78	79	79	78	78	78	78	0	0	0	0	0	0	0	0	0	0	0	
<b>WASHINGTON</b>																						
20	Handicap Kindergarten		3	3	3	3	3	3	3	3												
82	Kindergarten - All Day		15	13	14	14	14	13	13	13												
115	First Grade		50	48	46	47	47	47	47	47												
108	Second Grade		24	23	23	23	23	23	22	22												
103	Third Grade		25	25	25	25	25	25	25	25												
106	Fourth Grade		25	25	25	25	25	25	25	25												
534	<b>TOTAL WASHINGTON</b>	0	142	137	136	137	137	136	135	135	0	0	0	0	0	0	0	0	0	0	0	
	<b>TOTAL ELEMENTARY</b>	0	221	215	215	216	215	214	213	213	0	0	0	0	0	0	0	0	0	0	0	
	Open Enrollment-Elementary																					
<b>MIDDLE SCHOOL</b>																						
206	Fifth Grade		39	39	37	41	41	40	40	35												
210	Sixth Grade		52	55	57	57	62	62	62	60												
213	Seventh Grade		65	72	74	75	76	76	76	70												
223	Eighth Grade		71	71	75	77	76	76	76	73												
188	<b>TOTAL MIDDLE SCHOOL</b>	0	227	237	243	250	255	254	254	238	0	0	0	0	0	0	0	0	0	0	0	
	Open Enrollment-CMS																					
<b>HIGH SCHOOL</b>																						
188	Ninth Grade		55	60	67	77	80	80	80	80												
179	Tenth Grade		59	63	75	84	84	84	84	77												
169	Eleventh Grade		49	44	50	65	63	62	61	60												
167	Twelfth Grade		50	48	60	65	69	69	69	64												
703	<b>TOTAL HIGH SCHOOL</b>	0	213	215	252	291	296	295	294	281	0	0	0	0	0	0	0	0	0	0	0	
	Open Enrollment-CHS																					
	<b>TOTAL HK-12</b>	0	661	667	710	757	766	763	761	732	0	0	0	0	0	0	0	0	0	0	0	
	<b>TOTAL OPEN ENROLLMENT</b>	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
<b>CAAEP- FULL-TIME</b>																						
58	High School (grades 9-12)		25	34	33	31	73	67	60	60												
6	Junior High (grades 6-8)		1	0	0	0	5	5	5	5												
64	<b>TOTAL CAAEP-Full-Time</b>	0	26	34	33	31	78	72	65	65	0	0	0	0	0	0	0	0	0	0	0	
<b>** CAAEP - PART-TIME</b>																						
	EDHS																					
	Extended Programming																					
	Targeted Services																					
1865	<b>GRAND TOTAL</b>	0	687	701	743	788	844	835	826	797	0	0	0	0	0	0	0	0	0	0	0	

\*\* NOT included in totals.

CERTIFICATION OF MINUTES RELATING  
TO  
GENERAL OBLIGATION  
CAPITAL FACILITIES BONDS, SERIES 2021A

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 94  
(CLOQUET PUBLIC SCHOOLS)  
CLOQUET, MINNESOTA

BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A regular meeting held on January 25, 2021, at 6:00 o'clock p.m., in the District.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION AWARDING OF THE SALE, DETERMINING  
THE FORM AND DETAILS, AUTHORIZING  
THE EXECUTION, DELIVERY, AND REGISTRATION, AND PROVIDING  
FOR THE PAYMENT OF GENERAL OBLIGATION  
CAPITAL FACILITIES BONDS, SERIES 2021A**

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

WITNESS MY HAND officially as such recording officer this \_\_\_\_ day of Januray, 2021.

\_\_\_\_\_  
School District Clerk

EXTRACT OF MINUTES OF A MEETING  
OF THE SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT NO. 94  
(CLOQUET PUBLIC SCHOOLS)  
STATE OF MINNESOTA

HELD: JANUARY 25, 2021

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 94, State of Minnesota, was duly held on January 25, 2021, at 6:00 o'clock p.m.

It was reported that four (4) proposals for the purchase of the General Obligation Capital Facilities Bonds, Series 2021A of the District had been received prior to 11:00 o'clock a.m., Central Time, pursuant to the Terms of Proposal contained in the Official Statement; that the proposals had been opened, read and tabulated; and that the best proposal of each proposal maker was determined to be as follows:

SEE ATTACHED



## BID TABULATION

\$1,900,000\* General Obligation Capital Facilities Bonds, Series 2021A

Independent School District No. 94 (Cloquet Public Schools), Minnesota

SALE: January 25, 2021

AWARD: NORTHLAND SECURITIES, INC.

MN Credit Enhancement Rating: Moody's Investor's Service "Aa2"

Underlying Rating: Moody's Investor's Service "A1"

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota	2023	3.000%	0.170%	\$2,045,295.40	\$81,605.16	0.6757%
D.A. Davidson	2024	3.000%	0.200%			
UBB	2025	3.000%	0.230%			
	2026	3.000%	0.300%			
	2027	3.000%	0.400%			
	2028	3.000%	0.530%			
	2029	1.000%	0.650%			
	2030	1.000%	0.800%			
	2031	1.000%	0.900%			
BOK FINANCIAL SECURITIES, INC. Milwaukee, Wisconsin						
BAIRD Milwaukee, Wisconsin				\$2,036,358.50	\$90,542.06	0.7518%
PIPER SANDLER & CO. Minneapolis, Minnesota				\$1,979,622.55	\$91,954.12	0.7741%

\* Subsequent to bid opening the issue size was decreased to \$1,860,000.

Adjusted Price - \$2,002,533.54

Adjusted Net Interest Cost - \$79,909.52

Adjusted TIC - 0.6754%

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**RESOLUTION AWARDING OF THE SALE, DETERMINING  
THE FORM AND DETAILS, AUTHORIZING  
THE EXECUTION, DELIVERY AND REGISTRATION, AND PROVIDING  
FOR THE PAYMENT OF GENERAL OBLIGATION  
CAPITAL FACILITIES BONDS, SERIES 2021A**

BE IT RESOLVED by the School Board of Independent School District No. 94, State of Minnesota, as follows:

**Section 1. Authorization and Sale.**

**1.01 Authorization.** At a meeting held December 14, 2020, this Board by resolution stated its intent to issue and tentatively authorized the issuance of general obligation bonds of Independent School District No. 94 (the "Issuer" or the "District") in the total aggregate principal amount of \$1,860,000 (the "Bonds") pursuant to Minnesota Statutes, Section 123B.62 and Chapter 475, as amended, to provide funds for specified capital projects and related financing costs. The issuance of the Bonds has received the approval of the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.62. The Board has caused the Notice of Intent to Issue General Obligation Capital Facilities Bonds, Series 2021A to be published in the official newspaper of the District as required by Minnesota Statutes, Section 123B.62(b). A qualified petition not having been received within thirty (30) days of the adoption of the resolution tentatively authorizing the issuance of said Bonds, the Bonds have been finally authorized as provided by law.

**1.02 Sale.** The Board, having been advised by Ehlers & Associates, Inc. its independent financial advisor, has determined that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, as amended. The Board has publicly received and considered all proposals presented in conformity with the Terms of Proposal contained in the Official Statement, which are hereby ratified and confirmed in all respects and are incorporated herein by reference as though fully specified in this paragraph. The most favorable of such proposals is ascertained to be that of Northland Securities, Inc., Minneapolis, Minnesota (the "Purchaser") to purchase the Bonds at a price of \$2,002,533.54, plus interest accrued to settlement, and upon the further terms and conditions set forth in the Terms of Proposal contained in the Official Statement and this resolution. Said proposal is hereby accepted and the sale of the Bonds is hereby awarded to said Purchaser.

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

**1.04 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.

**1.05 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 \$1,860,000 aggregate principal amount of general obligation bonds sold on this date shall be designated General Obligation Capital Facilities Bonds, Series 2021A, shall be dated February 18, 2021, as the date of original issue, and shall be issued forthwith on or after such date using a global book-entry system. The Bonds shall be issued as fully registered bonds and shall be numbered R-1 upward, in the denomination of \$5,000 each or any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts set forth below, and shall bear interest from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid or duly 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>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
2023	\$185,000	3.00%	2028	\$215,000	3.00%
2024	190,000	3.00	2029	220,000	1.00
2025	195,000	3.00	2030	220,000	1.00
2026	200,000	3.00	2031	225,000	1.00
2027	210,000	3.00			

The amounts specified above are hereby adopted. The Bonds maturing in the years N/A and N/A are term bonds subject to mandatory redemption in the years and principal amounts as specified in paragraph 2.04(b).

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

**2.02 Interest Payments.** Interest shall be payable semiannually on each February 1 and August 1 to maturity (each an "Interest Payment Date"), commencing August 1, 2021. 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, 2028, and on any date thereafter, to prepay Bonds due on or after February 1, 2029, 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.** (1) The Bonds maturing in the year N/A shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
N/A	N/A

The procedures for such mandatory redemption shall be the same as specified in this Paragraph 2.04 for optional redemption.

In the event that any Bonds maturing in the year N/A are optionally redeemed pursuant to Paragraph 2.04(a) above and cancelled by the Bond Registrar and not reissued, the Bonds maturing in the year N/A so redeemed and cancelled may be applied by the Issuer as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04(b), such credit to be equal to the principal amount of the Bonds maturing in the year N/A so optionally redeemed or cancelled. The Issuer may apply these Bonds so optionally redeemed and cancelled as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04 only if it has notified the Bond Registrar not less than thirty-five (35) days prior to the applicable mandatory redemption date of its election to apply such Bonds as a credit and designating the redemption date to which it is to apply.

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

<u>Year</u>	<u>Amount</u>
N/A	N/A

The procedures for such mandatory redemption shall be the same as specified in this Paragraph 2.04 for optional redemption.

In the event that any Bonds maturing in the year N/A are optionally redeemed pursuant to Paragraph 2.04(a) above and cancelled by the Bond Registrar and not reissued, the Bonds maturing in the year N/A so redeemed and cancelled may be applied by the Issuer as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04(b), such credit to be equal to the principal amount of the Bonds maturing in the year N/A so optionally redeemed or cancelled. The Issuer may apply these Bonds so optionally redeemed and cancelled as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04 only if it has notified the Bond Registrar not less than thirty-five (35) days prior to the applicable mandatory redemption date of its election to apply such Bonds as a credit and designating the redemption date to which it is to apply.

(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 more than sixty (60) days and not less than thirty (30) days prior to the redemption date, to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. For the purpose of giving notice of the redemption of Global Certificates, the Holder of the Global Certificates

shall be the Depository or its nominee. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used. All notices of redemption shall state:

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

### **Section 3. Form of Bonds.**

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

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

**3.02 Replacement Bonds.** If the Issuer has notified Holders that Replacement Bonds have been made available as provided in Paragraph 2.03(e) of this resolution, then for every Bond thereafter transferred or exchanged (including an exchange to reflect the partial 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.** Bond Trust Services Corporation in Roseville, Minnesota, is appointed to act as the bond registrar and transfer agent (the "Bond Registrar") and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract the Issuer and 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. Debt Redemption Fund and Tax Levies.**

**5.01 Debt Redemption Fund.** The Bonds and the interest thereon shall be payable from the Debt Redemption Fund of the Issuer, which shall be maintained by the Treasurer separate and apart from all other funds of the Issuer so long as any Bonds issued hereunder may be outstanding and unpaid. Money in the Debt Redemption Fund shall be used for no purpose other than payment of principal and interest on obligations of the Issuer, including Bonds issued pursuant to this resolution. If any payment of principal or interest on the Bonds shall become due when there is not sufficient money in the Debt Redemption Fund 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. The proceeds of all taxes levied pursuant to this resolution, any premium received from the Purchaser of the Bonds, and all other moneys received for or

appropriated to the payment of the Bonds and interest thereon shall be paid into the Debt Redemption Fund.

**5.02 Pledge of Full Faith and Credit; Tax Levies.** For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith and credit and taxing powers of the Issuer shall be and are hereby irrevocably pledged. In order to provide the moneys for the payment thereof required by Minnesota Statutes, Section 475.61, there is hereby levied upon all of the taxable property in the Issuer a direct annual ad valorem tax which shall be spread upon the tax rolls, as a part of other general taxes of the Issuer, for collection in the years and amounts as specified on the levy computation sheet attached hereto as EXHIBIT D and incorporated herein by reference as though fully specified in this paragraph. The tax levies provided in this paragraph are such that, if collected in full they, together with estimated collections of other revenues pledged for the payment of the Bonds, will produce at least five percent (5%) in excess of the amounts needed to meet when due the principal and interest payments on the Bonds.

Said tax levies shall be irrevocable as long as any of said Bonds are outstanding and unpaid, provided that the Issuer reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61. The sum of the tax levies specified in EXHIBIT D plus any levies to be made by the Issuer pursuant to Minnesota Statutes, Section 123B.61 for each year do not exceed the maximum amount specified in Minnesota Statutes, Section 123B.62(d).

**5.025 Levy Reductions.** The Issuer's levies for each year must be reduced in the manner specified in Minnesota Statutes, Section 123B.62, paragraph (d), by the sum of (1) the amount of the tax levies certified for payment of the principal and interest on the Bonds pursuant to EXHIBIT D, and (2) any excess amount in the debt redemption fund used to retire the Bonds, other than amounts used to pay capitalized interest. The Issuer shall take such actions as may be necessary to notify the appropriate officials at the Minnesota Department of Education of the issuance of these Bonds and certification of the above-specified debt service levies.

**5.03 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 Construction Fund or Debt Redemption 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").

**5.04 Construction Fund.** The proceeds of the bonds not appropriated to the Debt Redemption Fund as provided in Paragraph 5.01 shall be credited to the Issuer's Construction Fund and be used to pay costs incurred in the acquisition and betterment of the capital projects.

## **Section 6. Exemption from Rebate Requirements.**

**6.01 Declaration of Exemption.** For purposes of compliance with the requirements of Section 148(f)(4)(D) of the Code relating to the exemption for certain small governmental units from the rebate requirements of the Code, the Board hereby determines and declares that:

- (a) the Issuer is a governmental unit with general taxing powers;
- (b) the Bonds are not "private activity bonds" as defined in Section 141 of the Code (Private Activity Bonds);
- (c) ninety-five percent of the net proceeds of the Bonds are to be used for the local government purposes of the Issuer; and
- (d) the aggregate face amount of all tax-exempt obligations (other than Private Activity Bonds) issued by the Issuer in calendar year 2021 is not reasonably expected to exceed \$15,000,000; and no more than \$5,000,000 of said tax-exempt obligations will be used to finance expenditures other than expenditures financing the construction of public school facilities.

## **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 the calendar year 2021 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 insure that such interest will not become subject to taxation under the Internal Revenue Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing or as hereafter amended or proposed.

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

**7.07 Official Statement.** The Official Statement relating to the Bonds, on file with the Clerk and presented to this meeting, is hereby approved and deemed final, and the furnishing thereof to prospective 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 District authorizes the Purchaser to pay the amount of Bond proceeds allocable to the payment of issuance expenses on the closing date.

**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.

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

**EXHIBIT A  
(FORM OF GLOBAL CERTIFICATE)**

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
CARLTON, AND ST. LOUIS COUNTIES  
INDEPENDENT SCHOOL DISTRICT NO. 94  
(CLOQUET PUBLIC SCHOOLS)

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

GENERAL OBLIGATION CAPITAL FACILITIES BOND, SERIES 2021A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
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FEBRUARY 18, 2021

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

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

**KNOW ALL PERSONS BY THESE PRESENTS** that Independent School District No. 94, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in Cloquet, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above or on the Certificate of Registration attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is redeemable as stated below, on a date prior thereto on which it shall have been duly called for redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing August 1, 2021, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York, New York time) upon presentation and surrender hereof at the principal office of Bond Trust Services Corporation in Roseville, Minnesota, (the "Bond Registrar"), acting as paying agent, or any successor

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

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

**Optional Redemption.** The Issuer may elect on February 1, 2028, and on any date thereafter, to prepay Bonds due on or after February 1, 2029, 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, Bonds shall be prepaid in \$5,000 increments of principal. 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.

**Mandatory Redemption.** The Bonds maturing in the year N/A shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
N/A	N/A

The Bonds maturing in the year N/A shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
N/A	N/A

**Notice of Redemption.** 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 of the Bonds. For this purpose, the Depository shall be the "Holder" as to Bonds registered in the name of the Depository or its nominee. In the event any of the Bonds are called for redemption, written notice thereof will be given by first class mail, postage prepaid, mailed not more than sixty (60) day and not less than thirty (30) days prior to the redemption date to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used.

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

exchange for the unredeemed portion of the principal of the Bond so surrendered.

**Issuance; Purpose.** This Bond is one of an issue in the total aggregate principal amount of \$1,860,000. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to finance certain capital projects as authorized pursuant to Minnesota Statutes, Section 123B.62, and all are issued pursuant to resolutions duly adopted by the School Board and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling.

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

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

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

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

certificated Bonds. The Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders.

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

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

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

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

**Qualified Tax-Exempt Obligations.** The Bonds of this issue have been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

**IT IS HEREBY CERTIFIED AND RECITED** that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as required by law, and this Bond, together with all other debts of the Issuer outstanding on the date of original issue hereof and the date of its actual original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

**IN WITNESS WHEREOF**, Independent School District No. 94 (Cloquet Public Schools), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

February 18, 2021

Registrable by:

BOND TRUST SERVICES CORPORATION  
ROSEVILLE, MINNESOTA

BOND REGISTRAR'S  
CERTIFICATE OF  
AUTHENTICATION

Payable at:

BOND TRUST SERVICES CORPORATION  
ROSEVILLE, MINNESOTA

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

INDEPENDENT SCHOOL DISTRICT NO. 94  
(CLOQUET PUBLIC SCHOOLS)  
CLOQUET, MINNESOTA

BOND TRUST SERVICES  
CORPORATION  
Bond Registrar

/s/ (Facsimile)

Chair

By \_\_\_\_\_  
Authorized Signature

/s/ (Facsimile)

Clerk



## REGISTER OF PARTIAL PAYMENTS

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

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

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

## ABBREVIATIONS

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

---

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

Under Uniform Transfers to Minors Act

---

(State)

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

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_

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

Signature Guaranteed:

\_\_\_\_\_

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

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

Name and Address:

\_\_\_\_\_

\_\_\_\_\_

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

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

**EXHIBIT B**

**(FORM OF REPLACEMENT BOND)**

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
CARLTON, AND ST. LOUIS COUNTIES  
INDEPENDENT SCHOOL DISTRICT NO. 94  
(CLOQUET PUBLIC SCHOOLS)

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

GENERAL OBLIGATION CAPITAL FACILITIES BOND, SERIES 2021A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
		FEBRUARY 18, 2021	

REGISTERED OWNER: \_\_\_\_\_

PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

**KNOW ALL PERSONS BY THESE PRESENTS** that Independent School District No. 94, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in Cloquet, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is redeemable as stated below, on a date prior thereto on which it shall have been duly called for redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing August 1, 2021, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office Bond Trust Services Corporation in Roseville, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered

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

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

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

**IT IS HEREBY CERTIFIED AND RECITED** that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed, precedent to and in the issuance of this Bond in order to make it a valid and binding general obligation of the Issuer enforceable in accordance with its terms, have been done, have happened and have been performed in regular and due form, time and manner as required by law, and this Bond, together with all other debts of the Issuer outstanding on the date of original issuance and delivery, does not exceed any constitutional or statutory limitation of indebtedness.

**IN WITNESS WHEREOF**, Independent School District No. 94 (Cloquet Public Schools), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and the Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

February 18, 2021

BOND REGISTRAR'S  
CERTIFICATE OF  
AUTHENTICATION

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

BOND TRUST SERVICES  
CORPORATION  
Bond Registrar

By \_\_\_\_\_  
Authorized Signature

Registrable by:

BOND TRUST SERVICES CORPORATION  
ROSEVILLE, MINNESOTA

Payable at:

BOND TRUST SERVICES CORPORATION  
ROSEVILLE, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 94  
(CLOQUET PUBLIC SCHOOLS)  
CLOQUET, MINNESOTA

/s/ (Facsimile)  
Chair

/s/ (Facsimile)  
Clerk

## ON REVERSE OF BOND

**Issuance; Purpose.** This Bond is one of an issue in the total aggregate principal amount of \$1,860,000. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to finance certain capital projects as authorized pursuant to Minnesota Statutes, Section 123B.62, and all are issued pursuant to resolutions duly adopted by the School Board and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling.

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

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

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

**Optional Redemption.** The Issuer may elect on February 1, 2028, and on any date thereafter, to prepay Bonds due on or after February 1, 2029, 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, Bonds shall be prepaid in \$5,000 increments of principal. 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. 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 Registered Holder of the Bonds.

To effect a partial redemption of the Bonds having a common maturity date, the Bond Registrar, prior to giving a notice of redemption, shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot from the numbers so assigned to such 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 Bonds to be redeemed.

The 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 Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a 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 and the Bond Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new 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 Bond so surrendered.

**Mandatory Redemption.** The Bonds maturing in the year N/A shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
N/A	N/A

The Bonds maturing in the year N/A shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
N/A	N/A

**Qualified Tax-Exempt Obligations.** The Bonds of this issue have been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

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

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

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

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

## ABBREVIATIONS

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

---

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

Under Uniform Transfers to Minors Act

---

(State)

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

**ASSIGNMENT**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within Bond and does hereby irrevocably constitute and appoint \_\_\_\_\_ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated \_\_\_\_\_

\_\_\_\_\_

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

Signature Guaranteed:

\_\_\_\_\_

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

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

Name and Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

Exhibit C

# The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

## BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

Independent School District No. 94 (Cloquet Public Schools)

(Name of Issuer and Co-Issuer(s), if applicable)

1/14/2021

(Date)

**The Depository Trust Company**  
570 Washington Blvd, 4th FL  
Jersey City, NJ 07310  
Attention: Underwriting Department

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request to be made eligible for deposit by The Depository Trust Company ("DTC").

Issuer is: **(Note: Issuer shall represent one and cross out the other.)**

~~(incorporated in)~~ [formed under the laws of] Minnesota

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Very truly yours,

**Note:**

Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

Independent School District No. 94  
(Cloquet Public Schools)

(Issuer)

By:

*Candace J Nelis*  
(Authorized Officer's Signature)

Candace J Nelis

(Print Name)

302 14th Street

(Street Address)

Cloquet, MN USA 55720

(City) (State) (Country) (Zip Code)

(218) 879-6721

(Phone Number)

cnelis@isd94.org

(E-mail Address)

**DTCC**

BLOR 06-2013

C-1

## Exhibit D

**TAX LEVY CALCULATION**

Issue ID# 339326

**Independent School District No. 94 (Cloquet Public Schools), MN**  
**\$1,860,000 General Obligation Capital Facilities Bonds, Series 2021A**

Dated Date: 2/18/2021  
 Call Date: 2/1/2028

**General Obligation Capital Facilities Bonds, Series 2021A**

Tax Levy Year	Tax		Bond Pay Year	Total P & I	Funds Available		Net Levy
	Collect Year				(1)	P & I @ 105%	
2020 /	2021 /	2022	40,493.06	(40,493.06)	0.00	0.00	
2021 /	2022 /	2023	227,500.00		238,875.00	238,875.00	
2022 /	2023 /	2024	226,950.00		238,297.50	238,297.50	
2023 /	2024 /	2025	226,250.00		237,562.50	237,562.50	
2024 /	2025 /	2026	225,400.00		236,670.00	236,670.00	
2025 /	2026 /	2027	229,400.00		240,870.00	240,870.00	
2026 /	2027 /	2028	228,100.00		239,505.00	239,505.00	
2027 /	2028 /	2029	226,650.00		237,982.50	237,982.50	
2028 /	2029 /	2030	224,450.00		235,672.50	235,672.50	
2029 /	2030 /	2031	227,250.00		238,612.50	238,612.50	
<b>Totals</b>				<b>2,082,443.06</b>	<b>(40,493.06)</b>	<b>2,144,047.50</b>	<b>2,144,047.50</b>

(1) The following funds are available to pay the interest payments due 08/01/2021 to 02/01/2022.

Deposit to Capitalized Interest Fund: 40,493.06

January 25, 2021

SALE DAY REPORT FOR:

# Independent School District No. 94 (Cloquet Public Schools), MN

**\$1,860,000 General Obligation  
Capital Facilities Bonds, Series 2021A**



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Prepared by:

Ehlers  
3060 Centre Pointe Drive  
Roseville, MN 55113

Greg Crowe,  
Senior Municipal Advisor

Jodie Zesbaugh,  
Senior Municipal Advisor

Matthew Hammer,  
Municipal Advisor

---

**BUILDING COMMUNITIES. IT'S WHAT WE DO.**

## COMPETITIVE SALE RESULTS

**Purpose:** To finance certain capital projects and related financing costs, including the renovation of school sites and facilities for career and technical education programming as approved by the Commissioner of Education.

**Rating:** MN Credit Enhancement Rating: Moody's Investor's Service "Aa2"  
Underlying Rating: Moody's Investor's Service "A1"

**Number of Bids:** 4

**Low Bidder:** Northland Securities, Inc., Minneapolis, Minnesota

### Comparison from Lowest to Highest Bid: (TIC as bid)

**Low Bid** 0.6757%\*

**High Bid** 0.7741%

**Interest Difference** **\$10,349**

<b>Summary of Sale Results:</b>	
Principal Amount*:	\$1,860,000
Underwriter's Discount:	\$9,081
Reoffering Premium:	\$151,615
True Interest Cost*:	0.6754%
Costs of Issuance:	\$42,763
Yield:	0.17%-0.90%
Total Net P&I	\$2,041,950

*\* The winning bidder submitted a bid with a premium price (a price greater than the par amount of the bonds) that was larger than the estimates in the Pre-Sale Report. A portion of the net premium (reoffering premium minus underwriter's discount) was used to reduce the bond amount. As a result, the principal amount of the bonds was reduced from \$1,900,000 (in the Pre-Sale Report and the Preliminary Official Statement) to \$1,860,000. This also caused a slight change in the True Interest Cost.*

**Notes:** The True Interest Cost of 0.68% is lower than the 1.43% estimated in the Pre-Sale Report. As a result, the total debt service on the bonds will be approximately \$90,000 lower than the Pre-Sale estimates.

**Closing Date:** February 18, 2021

**School Board Action:** Adopt the resolution awarding the sale of \$1,860,000 General Obligation Capital Facilities Bonds, Series 2021A.

### Supplementary Attachments

- ✓ Bid Tabulation
- ✓ Updated Sources and Uses of Funds
- ✓ Updated Debt Service Schedule
- ✓ Rating Reports
- ✓ Bond Resolution (provided separately)

## BID TABULATION

**\$1,900,000\* General Obligation Capital Facilities Bonds, Series 2021A**

**Independent School District No. 94 (Cloquet Public Schools), Minnesota**

**SALE: January 25, 2021**

**AWARD: NORTHLAND SECURITIES, INC.**

**MN Credit Enhancement Rating:** Moody's Investor's Service "Aa2"

**Underlying Rating:** Moody's Investor's Service "A1"

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota	2023	3.000%	0.170%	\$2,045,295.40	\$81,605.16	0.6757%
D.A. Davidson	2024	3.000%	0.200%			
UBB	2025	3.000%	0.230%			
	2026	3.000%	0.300%			
	2027	3.000%	0.400%			
	2028	3.000%	0.530%			
	2029	1.000%	0.650%			
	2030	1.000%	0.800%			
	2031	1.000%	0.900%			
BOK FINANCIAL SECURITIES, INC. Milwaukee, Wisconsin						
BAIRD Milwaukee, Wisconsin				\$2,036,358.50	\$90,542.06	0.7518%
PIPER SANDLER & CO. Minneapolis, Minnesota				\$1,979,622.55	\$91,954.12	0.7741%

\* Subsequent to bid opening the issue size was decreased to \$1,860,000.

Adjusted Price - \$2,002,533.54

Adjusted Net Interest Cost - \$79,909.52

Adjusted TIC - 0.6754%

**SALE RESULTS**

**Cloquet Public Schools, ISD 94**

**January 25, 2021**

Estimated Sources and Uses of Funds for Capital Facilities Bond

<b>Authorized Bond Amount</b>	<b>\$2,000,000</b>
<b>Estimated Bond Amount</b>	<b>\$1,860,000</b>
<b>Dated Date of Bonds</b>	<b>2/18/2020</b>
<b>Sources of Funds</b>	
Par Amount	\$1,860,000
Underwriters Premium <sup>1</sup>	151,615
Debt Service Funds on Hand <sup>2</sup>	37,960
Investment Earnings <sup>3</sup>	0
<b>Total Sources</b>	<b>\$2,049,574</b>
<b>Uses of Funds</b>	
Allowance for Discount Bidding	\$9,081
Capitalized Interest <sup>2</sup>	40,493
Legal and Fiscal Costs <sup>4</sup>	42,763
<b>Net Available for Project Costs</b>	<b>1,957,237</b>
<b>Total Uses</b>	<b>\$2,049,574</b>
<b>Deposit to Construction Fund</b>	<b>\$1,957,237</b>

- 1 The underwriter of the bonds paid a premium to purchase the bonds. The premium will be used either to reduce the par amount of the bonds, pay for the underwriter's allowance for discount bidding, and to pay a portion of the first year's interest on the bonds.
- 2 The District would not be able to levy for the interest payments due during fiscal year 2022. As a result, most of the first year's interest payments will be made with funds on hand in the debt service fund.
- 3 Because of the accelerated nature of this project, we are estimating that investment earnings in the construction fund will be negligible.
- 4 Includes fees for municipal advisor, bond counsel, rating agency, paying agent, and county certificates.

## SALE RESULTS

### Cloquet Public Schools, ISD 94

January 25, 2021

#### Estimated Capital Facilities Bond Schedule

Authorized Bond Amount:	\$2,000,000
Actual Bond Amount:	\$1,860,000
Dated Date:	2/18/2021
Number of Years:	10
True Interest Cost Rate:	0.68%

Est. Operating Capital Revenue:	\$686,670 Annually *
Revenue Used (2021A only):	31.2%

Year Taxes		Initial Debt Service Levies (P & I at 105%)			
Payable	Fiscal Year	Principal	Interest	Total Payments	
2020	2021	0	0	0	0
2021	2022	0	40,493	40,493	0
2022	2023	185,000	42,500	227,500	238,875
2023	2024	190,000	36,950	226,950	238,298
2024	2025	195,000	31,250	226,250	237,563
2025	2026	200,000	25,400	225,400	236,670
2026	2027	210,000	19,400	229,400	240,870
2027	2028	215,000	13,100	228,100	239,505
2028	2029	220,000	6,650	226,650	237,983
2029	2030	220,000	4,450	224,450	235,673
2030	2031	225,000	2,250	227,250	238,613
2031	2032	0	0	0	0
2032	2033	0	0	0	0
2033	2034	0	0	0	0
2034	2035	0	0	0	0
2035	2036	0	0	0	0
2036	2037	0	0	0	0
2037	2038	0	0	0	0
		<b>\$1,860,000</b>	<b>\$222,443</b>	<b>\$2,082,443</b>	<b>\$2,144,048</b>

\* Fiscal Year 2021-22 Estimated Revenue per Levy Limitation and Certification Report Dated 10/15/20.  
 The first year's interest payments will be paid from funds on hand in the debt service fund or bond proceeds.

**Rating Action: Moody's assigns UND A1 & ENH Aa2 to Cloquet ISD 94, MN's GO Bonds**

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21 Jan 2021

New York, January 21, 2021 -- Moody's Investors Service assigns underlying A1 and enhanced Aa2 ratings Cloquet Independent School District 94, MN's \$1.9 million General Obligation Capital Facilities Bonds, Series 2021A. Moody's maintains an underlying A1 rating on the district's outstanding general obligation unlimited tax (GOULT) bonds. Following the sale, the district will have about \$57 million in GOULT debt outstanding.

**RATINGS RATIONALE**

The A1 rating reflects a moderately sized tax base near Duluth, consistently strong reserves, a long-term trend of gradual enrollment growth and above average leverage related to long-term debt and pension burdens. The coronavirus pandemic drove an enrollment decline in the current year which may have a modest financial impact though the district's healthy reserves will be an important mitigating factor.

The enhanced rating on the current bonds reflects the additional security provided by the State of Minnesota's School District Credit Enhancement Program (MSDCEP). The Aa2 enhanced programmatic rating is notched once from the State of Minnesota's Aa1 general obligation unlimited tax (GOULT) rating and the enhancement program carries a stable outlook, reflecting the stable outlook on the State of Minnesota. The enhanced rating reflects sound program mechanics and the State of Minnesota's pledge of an unlimited appropriation from its General Fund should the district be unable to meet debt service requirements. The program's mechanics include a provision for third party notification of pending deficiency. If the school district does not transfer funds necessary to pay debt to the paying agent at least three days prior to the payment due date, the state will appropriate the payment to the paying agent directly. Moody's expects to receive a copy of the signed program application.

**RATING OUTLOOK**

Moody's does not typically assign outlooks to local governments with this amount of debt.

**FACTORS THAT COULD LEAD TO AN UPGRADE OF THE RATING**

- Substantial expansion of the tax base coupled with improved resident incomes
- Further bolstering of reserves
- Reduced debt and pension burdens
- Upward movement in State of Minnesota's GO rating (enhanced)

**FACTORS THAT COULD LEAD TO A DOWNGRADE OF THE RATING**

- Material declines in reserves
- Increased leverage related to debt or pension burdens
- Downward movement in the State of Minnesota's GO rating (enhanced)
- Weakening of the credit enhancement program mechanics (enhanced)

**LEGAL SECURITY**

The district's general obligation unlimited tax (GOULT) debt is secured by the district's full faith and credit pledge and the authority to levy a dedicated property tax unlimited as to rate and amount. The bonds additionally are secured by statute.

The GOULT bonds are additionally secured by the State of Minnesota's School District Credit Enhancement

Program which provides for an unlimited advance from the state's general fund should the district be unable to meet debt service requirements.

#### USE OF PROCEEDS

Proceeds will finance capital projects including the renovation of school sites and facilities for career and technical education programming as approved by the Commissioner of Education.

#### PROFILE

Cloquet ISD 94 is located near the City of Duluth and about 140 miles north of the Twin Cities (Minneapolis, Aa1 stable; St. Paul, Aa1 stable) metropolitan area. The district covers about 96 square miles and has more than 14,000 residents. Cloquet ISD 94 provides prekindergarten through twelfth grade education to about 2,700 students and has a staff of about 390 employees.

#### METHODOLOGY

The principal methodology used in the underlying rating was US Local Government General Obligation Debt published in July 2020 and available at [https://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBM\\_1230443](https://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBM_1230443). The principal methodology used in the enhanced rating was State Aid Intercept Programs and Financings published in December 2017 and available at [https://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBM\\_1067422](https://www.moodys.com/researchdocumentcontentpage.aspx?docid=PBM_1067422). Alternatively, please see the Rating Methodologies page on [www.moodys.com](http://www.moodys.com) for a copy of these methodologies.

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## CREDIT OPINION

21 January 2021

 Rate this Research

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# Cloquet Independent School District 94, MN

Update to credit analysis

## Summary

[Cloquet ISD 94](#) (A1) benefits from its location near the [City of Duluth](#) (Aa2 stable), consistently strong reserves and a long-term trend of gradual enrollment growth. The district's strengths are balanced against above average leverage related to long-term debt and pension burdens.

Minnesota's school reopening guidance for the 2021 academic year provides recommendations for the type of reopening (completely distance learning, various hybrid models and completely in-person learning) based on the COVID case rate by county. Based on this guidance, the district plans to return to in-person learning in late January which will include a mix of full in-person learning for younger students and hybrid learning for older grade levels.

## Credit strengths

- » Moderately sized tax base located near the City of Duluth
- » Long-term trend of gradual enrollment growth
- » Consistently strong reserves

## Credit challenges

- » Above average leverage related to long-term debt and pension burdens

## Rating outlook

Outlooks are not typically assigned to local governments with this amount of debt.

## Factors that could lead to an upgrade

- » Substantial expansion of the tax base coupled with improved resident incomes
- » Further bolstering of reserves
- » Reduced debt and pension burdens

## Factors that could lead to a downgrade

- » Material declines in reserves
- » Increased leverage related to debt or pension burdens

## Key indicators

Cloquet Independent School District 94, MN	2016	2017	2018	2019	2020
<b>Economy/Tax Base</b>					
Total Full Value (\$000)	\$968,379	\$982,628	\$1,036,435	\$1,082,668	\$1,109,014
Population	14,420	14,506	14,421	14,442	14,442
Full Value Per Capita	\$67,155	\$67,739	\$71,870	\$74,967	\$76,791
Median Family Income (% of US Median)	96.0%	93.1%	87.5%	88.4%	88.4%
<b>Finances</b>					
Operating Revenue (\$000)	\$32,407	\$36,286	\$37,706	\$38,637	\$40,481
Fund Balance (\$000)	\$8,461	\$8,515	\$8,192	\$7,981	\$9,911
Cash Balance (\$000)	\$12,399	\$12,821	\$12,444	\$12,271	\$13,836
Fund Balance as a % of Revenues	26.1%	23.5%	21.7%	20.7%	24.5%
Cash Balance as a % of Revenues	38.3%	35.3%	33.0%	31.8%	34.2%
<b>Debt/Pensions</b>					
Net Direct Debt (\$000)	\$64,913	\$62,663	\$65,033	\$61,934	\$58,670
3-Year Average of Moody's ANPL (\$000)	\$60,809	\$72,381	\$81,643	\$85,163	\$81,032
Net Direct Debt / Full Value (%)	6.7%	6.4%	6.3%	5.7%	5.3%
Net Direct Debt / Operating Revenues (x)	2.0x	1.7x	1.7x	1.6x	1.4x
Moody's - adjusted Net Pension Liability (3-yr average) to Full Value (%)	6.3%	7.4%	7.9%	7.9%	7.3%
Moody's - adjusted Net Pension Liability (3-yr average) to Revenues (x)	1.9x	2.0x	2.2x	2.2x	2.0x

Source: Moody's Investors Service, audited financial statements, US Census Bureau

## Profile

Cloquet ISD 94 is located near the City of Duluth and about 140 miles north of the Twin Cities ([Minneapolis](#), Aa1 stable; [St. Paul](#), Aa1 stable) metropolitan area. The district covers about 96 square miles and has more than 14,000 residents. Cloquet ISD 94 provides prekindergarten through twelfth grade education to about 2,700 students and has a staff of 223 licensed employees and 166 nonlicensed employees.

## Detailed credit considerations

### Economy and tax base

The tax base will remain generally stable given some modest residential development underway and its proximity to the City of Duluth. The tax base recently grew to about \$1.1 billion in 2020 following 10 consecutive years of modest growth. The base is primarily residential (61%), which is a sector we expect to fare better in the current economic downturn compared to the last recession.

The tax base also has a notable commercial and industrial sector (26%). Despite the national economic slowdown, officials report general stability in the local economy as shown by relatively favorable employment trends compared to national figures. The largest taxpayer, Sappi, Cloquest LLC (8%), has been making investments in its facility to expand the types of items it can manufacture. As of November 2020, the [Carlton County](#) (Aa2) unemployment rate (4.4%) was slightly above the state's rate (3.9%) and below the national rate (6.4%).

### Financial operations and reserves

The district's financial profile will likely remain sound given the healthy reserve position and relatively limited financial impact of the coronavirus pandemic. The fiscal 2021 budget reflects a \$600,000 decline in general fund reserves. The district's adopted budgets tends to be conservative which typically results in \$250,000 to \$400,000 positive variances. The district's current estimates reflect a

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decline in general fund reserves of closer to \$100,000 which was made possible by the continuation of conservative budgeting coupled with expenditure savings associated with remote learning.

Going into the pandemic, prudent budget management coupled with gradual enrollment growth allowed the district to maintain healthy reserves for the last several years. Available general fund reserves consistently hover between 22% and 26% of annual revenue.

### Debt and pensions

Leverage related to long-term debt and pension burdens will remain above average given the rate of amortization on the district's existing debt. Inclusive of the district's upcoming 2021 capital facilities bonds, the debt burden totals about \$57 million, equal to about 1.5x revenue and 5.3% of full value. The district will likely issue additional debt over the long-term as existing debt is retired.

The district participates in two multiple-employer cost-sharing plans, the General Employees Retirement Fund (GERF) and the Teachers Retirement Association of Minnesota (TRA). Most of its unfunded liabilities are attributable to the TRA. The district's three-year average adjusted net pension liability (ANPL) totals \$81 million, equal to 7.3% of full value and 2.0x operating revenue. In comparison, the reported GASB net pension liability, totals about \$21 million.

### Legal security

The district's general obligation unlimited tax (GOULT) debt is secured by the district's full faith and credit pledge and the authority to levy a dedicated property tax unlimited as to rate and amount. The bonds additionally are secured by statute.

The GOULT bonds are additionally secured by the State of Minnesota's School District Credit Enhancement Program which provides for an unlimited advance from the state's general fund should the district be unable to meet debt service requirements.

## ESG considerations

### Environmental

Environmental considerations are not material to the district's credit profile. According to data from Moody's affiliate Four Twenty Seven, Goodhue County's environmental hazard scores range from no risk to medium risk for four of the five environmental factors considered including extreme rainfall, heat stress, sea level rise and exposure to hurricanes and typhoons.

### Social

Social considerations are a factor in the district's credit profile. The median age of district residents (36) is on par with the state median (38) and the national median (38). The district's school-age population (19% of the total) is on par with the state and national rates, both of which are at 17%. The district's population has been generally stable for several decades and currently totals more than 14,000 residents. Enrollment has grown gradually for several years and now totals about 2,700 students. Median family income is estimated at about 88% of the national median.

The coronavirus outbreak is a social risk under our ESG framework, given the substantial implications for public health and safety. Minnesota's school reopening guidance for the 2021 academic year provides recommendations for the type of reopening (completely distance learning, various hybrid models and completely in-person learning) based on the COVID case rate by county. Based on this guidance, the district plans to return to in-person learning in late January which will include a mix of full in-person learning for younger students and hybrid learning for older grade levels.

### Governance

Minnesota school districts have an Institutional Framework score of "A," which is moderate. Schools are highly dependent on state aid, averaging about 70% of general fund revenue. State aid is moderately predictable and is based on a per pupil funding formula, with some adjustments for wealth and need. Schools have moderate revenue raising ability and can increase revenue up to \$724 per pupil through their authority to collect Local Optional Revenue (LOR). Districts can also go to voters to authorize an operating levy up to the standard referendum cap, which increases annually with inflation and currently totals just under \$1,800 per pupil. Unpredictable revenue fluctuations tend to be moderate. Across the sector, fixed and mandated costs are generally moderate. Expenditures are highly predictable with personnel and benefits representing the largest costs.

Similar to most Minnesota school district, state aid accounts for most of the district's operating revenue (75%). State aid has been increasing for several years including 2% increases in both years of the state's two year budget. Property taxes (16% of revenues) would

require voter approval to increase and can fluctuate with enrollment. The district has a fund balance policy of maintaining a minimum unassigned fund balance in the general fund equal to 20% of the subsequent year's expenditures.

## Rating methodology and scorecard factors

The [US Local Government General Obligation Debt](#) methodology includes a scorecard, a tool providing a composite score of a local government's credit profile based on the weighted factors we consider most important, universal and measurable, as well as possible notching factors dependent on individual credit strengths and weaknesses. Its purpose is not to determine the final rating, but rather to provide a standard platform from which to analyze and compare local government credits.

### Cloquet Independent School District 94, MN

Scorecard Factors	Measure	Score
<b>Economy/Tax Base (30%)</b> <sup>[1]</sup>		
Tax Base Size: Full Value (in 000s)	\$1,109,014	A
Full Value Per Capita	\$76,791	Aa
Median Family Income (% of US Median)	88.4%	A
<b>Finances (30%)</b>		
Fund Balance as a % of Revenues	24.5%	Aa
5-Year Dollar Change in Fund Balance as % of Revenues	2.0%	A
Cash Balance as a % of Revenues	34.2%	Aaa
5-Year Dollar Change in Cash Balance as % of Revenues	4.1%	A
<b>Management (20%)</b>		
Institutional Framework	A	A
Operating History: 5-Year Average of Operating Revenues / Operating Expenditures (x)	1.0x	A
<b>Debt and Pensions (20%)</b>		
Net Direct Debt / Full Value (%)	5.3%	Baa
Net Direct Debt / Operating Revenues (x)	1.4x	A
3-Year Average of Moody's Adjusted Net Pension Liability / Full Value (%)	7.3%	Baa
3-Year Average of Moody's Adjusted Net Pension Liability / Operating Revenues (x)	2.0x	A
<b>Notching Adjustments:</b> <sup>[2]</sup>		
Standardized Adjustments <sup>[3]</sup> : Unusually Strong or Weak Security Features - Secured by Statute		Up
	Scorecard-Indicated Outcome	Aa3
	Assigned Rating	A1

[1] Economy measures are based on data from the most recent year available.

[2] Notching Factors are specifically defined in the US Local Government General Obligation Debt methodology.

[3] Standardized adjustments are outlined in the [GO Methodology Scorecard Inputs](#) publication

Source: Moody's Investors Service, US Census Bureau, audited financial statements, offering documents

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## CLIENT SERVICES

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Asia Pacific	852-3551-3077
Japan	81-3-5408-4100
EMEA	44-20-7772-5454



# Cloquet Public Schools 2021-2022 School Year Calendar

Where caring for students is not just an idea,  
it's tradition!

**School Board Approved:**

**District Office: (218) 879-6721 / Fax (218) 879-6724**

**Cloquet Transit: (218) 879-1291**

Quarter 1: 9/8-11/5 = 41 Days	Trimester 1: 9/8 - 12/2 = 57 Days
Quarter 2: 11/9- 1/21 = 42 Days	Trimester 2: 12/6 - 3/3 = 53 Days
Quarter 3: 1/25 - 3/25 = 42 Days	Trimester 3: 3/7 - 6/3 = 57 Days
Quarter 4: 4/5 - 6/3 = 42 Days	(167 Student Days)
Snow Makeup Days: 3/4 & 4/4	(16.5 K-12 Professional Days)

COLOR INFORMATION KEY	
Professional Days/No School for Students	
No School for Students and Staff	
(K-4) Conferences	
(5-6) Conferences	
(7-12) & CAAEP Conferences	
Kindergarten Round-Up-(Mar. 15 @ Churchill)	
Kindergarten Round-Up-(Mar. 17 @ Washington)	

**Please Note: Beginning Wednesday, September 15, (K-12) classes will be dismissed 30 minutes early on each Wednesday of the month for the remainder of the 2021-2022 School Year.**

July 2021							August 2021							September 2021							October 2021						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3	1	2	3	4	5	6	7				1	2	3	4						1	2
4	5	6	7	8	9	10	8	9	10	11	12	13	14	5	6	7	8	9	10	11	3	4	5	6	7	8	9
11	12	13	14	15	16	17	15	16	17	18	19	20	21	12	13	14	15	16	17	18	10	11	12	13	14	15	16
18	19	20	21	22	23	24	22	23	24	25	26	27	28	19	20	21	22	23	24	25	17	18	19	20	21	22	23
25	26	27	28	29	30	31	29	30	31	26	27	28	29	30	24	25	26	27	28	29	30	31					

  

November 2021							December 2021							January 2022							February 2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
	1	2	3	4	5	6				1	2	3	4							1			1	2	3	4	5
7	8	9	10	11	12	13	5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12
14	15	16	17	18	19	20	12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19
21	22	23	24	25	26	27	19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26
28	29	30	26	27	28	29	30	31	23	24	25	26	27	28	29	27	28										

  

March 2022							April 2022							May 2022							June 2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
		1	2	3	4	5						1	2	1	2	3	4	5	6	7				1	2	3	4
6	7	8	9	10	11	12	3	4	5	6	7	8	9	8	9	10	11	12	13	14	5	6	7	8	9	10	11
13	14	15	16	17	18	19	10	11	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18
20	21	22	23	24	25	26	17	18	19	20	21	22	23	22	23	24	25	26	27	28	19	20	21	22	23	24	25
27	28	29	30	31	24	25	26	27	28	29	30	29	30	31	26	27	28	29	30								

8/26 - First Year Teachers Professional Day
8/27- First Year/Non-Tenured Teachers Professional Day
8/30 - (K-12) Professional & Paraprofessional Day
8/31 - (K-12) All Staff Back to School Gathering
9/1 - (K-12) Uninterrupted Professional Day
9/2 - (K-12) Open Houses/Conferences
9/7 - (K-12) Professional Day
<b>9/8 - (1-12) FIRST DAY OF SCHOOL</b>
9/8- Kindergarten Preschool Conferences
<b>9/9 - KINDERGARTEN - FIRST DAY OF SCHOOL</b>
10/4 & 10/6 - (5-6) Conferences
10/6 - (7-12) & CAAEP Conferences
10/21 & 10/22 - ED MN Break (No school K-12)
11/8 - (K-12) Professional Day
11/25 & 11/26 - Thanksgiving Break (No school K-12)
11/30 & 12/2 - (K-4) Conferences
12/3 - (K-4) Conferences (No school K-4)
12/3- (5-12) Professional Day (No school 5-12)
12/8 - (7-12) & CAAEP Conferences
12/23 - 1/3 - (K-12) Winter Break, No school K-12
1/17 - (K-12) Professional Day (No school K-12)
1/24 - (K-12) Professional Day (No school K-12)
2/22 & 2/23 - (5-6) Conferences
2/23 - (7-12) & CAAEP Conferences
3/1 & 3/3 - (K-4) Conferences
3/4 - (K-12) Professional Day (No school K-12)
3/28 - 4/1 - Spring Break (No school K-12)
4/4 - (K-12) Professional Day (No school K-12)
4/15 - Good Friday (No school K-12)
5/4 - (7-12) & CAAEP Conferences
<b>5/26 - CAAEP Graduation at Garfield School, 2 pm</b>
<b>5/27 - CHS Graduation at Cloquet Middle School, 7:30 pm</b>
<b>6/3 - (K-12) LAST DAY OF SCHOOL - 2 Hours Early Out</b>
6/6 - 6/9 (K-12) Professional Days (6/9 - .5 Prof. Day)

January 13, 2021

Dr. Michael Cary  
Superintendent  
Cloquet Public Schools ISD 94  
302 14th Street, Cloquet, MN 55720

Dear Dr. Cary,

This letter serves as official notice of intent to negotiate the Cloquet Information Technology Support Association contract. The unit's current contract expires on June 30, 2021; therefore, we wish to meet with you at the earliest opportunity in order to negotiate the contract that will take effect on July 1, 2021. Please inform us as to a convenient date to arrange a meeting for this purpose.

At this time we request the current official job descriptions for each position covered by our Association. Please provide these job descriptions as soon as possible.

Thank you for your time and attention to this matter.

Sincerely,



William Bauer  
Secretary  
Cloquet Information Technology Support Association

cc: Brett Gibson, Association President  
Mark Brenner, Association Treasurer  
Janet L. Johnson, Bureau of Mediation Services Commissioner

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## MEMORANDUM

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**TO:** Dr. Michael Cary, Superintendent  
**DATE:** January 19, 2021  
**FROM:** Erin Bates, Community Education Director  
**RE:** Pool rental reduction for Dive North class

**Dive North is seeking a rental reduction for the pool for their diving class. They are requesting \$35/hour plus lifeguard. Non-profit rate is \$50/hour plus lifeguard. In exchange, 3 spots would be reserved for CEC divers and the pool use would be non-exclusive. Community Ed will continue to be able to offer lessons and/or classes in the shallow end of the pool.**

**“Employment is subject to Cloquet School Board Approval”**



To: Erin Bates, Director of Community Ed.  
Kayla Cotner, Aquatics Program  
Cloquet School Board

From: Dave Setnicker/Sole Proprietor of Dive North  
Dive North is registered with USA Diving  
USA Diving is a 501 c 3

*Here is the draft proposal for the January 25 board meeting. I have made some additional changes to the topics covered in our meeting last week. Please review the clarity of this proposal...comments are certainly welcome.*

Dive North, a 501 c3 non-profit springboard diving club, is a member of USA Diving also at 501 c3.

Dave Setnicker, head dive coach at Mesabi East H.S. and owner of Dive North is a USAD certified competition coach. I was both a diver at Biwabik H.S. and the College of St. Thomas I have been coaching for 7 years at Mesabi East and have collaborated with other high school programs in northern Minnesota. I was selected as sectional Dive Coach of the Year for the past 3 years. In addition I have coached during the past two winters at California Diving Academy in the San Francisco Bay Area. I started Dive North to broaden springboard diving in northern Minnesota. DN is the only USAD club north of the Twin Cities. The goal is to increase both the number and quality of youngsters interested in diving. I have also fulfilled all the SafeSport coaching requirements for USAD/State of California and Minnesota.

As a result, DN in collaboration with the Cloquet Comm Ed Aquatics program desires a 6 week contract with the district for pool time. The requested contract points are the following:

1. **Start Date:** February 2      **End Date:** March 11
2. **Pool Usage:** 2 Hour (6 p.m. to 8 p.m.) Tuesdays/Thursdays
  - 2a. Each 2 hour session will consist of two-1 hour segments. 6 divers per segment
  - 2b. DN will hold spots for three CEC divers in any combo of first and second hourly dive segments.
3. **Dryland :** Cloquet Comm. Ed is **NOT** part of the dryland segment of the dive package. Divers may register individually with DN/Northern Twistars for Saturday dryland sessions. Pricing is only for Comm Ed pool time
  - 3a. DN in collaboration Northern Twistars in Virginia, MN has a fullsize trampoline and spotting harness, a full size Duraflex diving board, tumble tracks. Dryland is part of the complete DN diving package.
4. **Rental pool price/hour:** I would like the board to consider \$35/hour in lieu of the established board price of \$50. DN is utilizing only 3 of the 8 lanes for diving. This first DN venture wants to keep prices affordable for all diving participants. As stated there will be a maximum of 8 divers/segment to ensure quality instruction.
5. **Required: One Paid Red Cross Certified Lifeguard** for the 6 week period. Preferably this position would come from the area Cloquet or district. Lifeguard compensation would be through Comm. Ed. DN would reimburse Comm. Ed/or school district \$14/hour.
6. **Registration/Payment:** Unless otherwise negotiated all participating and USADiving certified divers would pay Dive North. DN would be invoiced by Comm. Ed for pool and lifeguard costs.
  - o Divers must pay the entire 6 week session in advance/prior to the first dive session.

- \*Divers must pay a \$40 registration fee directly to USAD in order to participate and be covered by the USAD Liability Insurance. This fee is in addition to the DN program fee.

7. **Covid Plan:** DN accepts the provisions of the Comm. Ed. plan.

Adopted: 4/8/19

Revised: 4/8/19

**#522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS**

**I. GENERAL STATEMENT OF POLICY**

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district’s education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district’s education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district’s education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district’s Title IX Coordinator(s) is/are:

**[INSERT: NAME(S) TITLE(S) PHONE NUMBER(S) OFFICE ADDRESS(ES) EMAIL ADDRESS(ES)]**

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

**II. DEFINITIONS**

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district’s Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the

only official of the school district with actual knowledge is the respondent.

- B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- A. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- B. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- C. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
  - 1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
  - 2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- D. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- E. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence about the complainant’s prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant’s prior sexual behavior with respect to the respondent and are offered to prove consent.

- F. “Remedies” means actions designed to restore or preserve the complainant’s equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- G. “Respondent” means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- H. “Sexual harassment” means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
  2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
  3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- I. “Supportive measures” means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- J. “Title IX Personnel” means any person who addresses, works on, or assists with the school district’s response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
1. “Title IX Coordinator” means an employee of the school district that coordinates the school district’s efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.

2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

### III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

#### A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

#### B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or

bias for or against complainants or respondents generally or a specific complainant or respondent.

2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

#### H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

#### I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

#### J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.
4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses,

and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

**K. Potential Remedies and Disciplinary Sanctions**

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

**IV. REPORTING PROHIBITED CONDUCT**

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.
- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator's contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person's verbal or written report.

- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

**V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR**

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filling a formal complaint .
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district’s ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant’s wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
  - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
  - 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
  - 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;
  - 4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
  - 5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and

6. A copy of this policy.

## VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

### A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
  - a. The school district undertakes an individualized safety and risk analysis;
  - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
  - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

### B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

## VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.
- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.

- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

**VIII. DISMISSAL OF A FORMAL COMPLAINT**

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
  - 1. Would not meet the definition of sexual harassment, even if proven;
  - 2. Did not occur in the school district's education program or activity; or
  - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
  - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
  - 2. The respondent is no longer enrolled or employed by the school district; or
  - 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

**IX. INVESTIGATION OF A FORMAL COMPLAINT**

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

**X. DETERMINATION REGARDING RESPONSIBILITY**

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.
- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.

- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
  - 1. Identification of the allegations potentially constituting sexual harassment;
  - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
  - 3. Findings of fact supporting the determination;
  - 4. Conclusions regarding the application of the school district’s code of conduct to the facts;
  - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient’s education program or activity will be provided by the school district to the complainant; and
  - 6. The school district’s procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
  
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
  
- F. The written determination of responsibility must be provided to the parties simultaneously.
  
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
  
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

**XI. APPEALS**

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district’s dismissal of a formal complaint or any allegations therein, on the following bases:
  - 1. A procedural irregularity that affected the outcome of the matter (e.g., a material

deviation from established procedures);

2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
  - C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
  - D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
  - E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

## **XII. RETALIATION PROHIBITED**

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall not constitute retaliation, provided, however, that a determination regarding

responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

**XIII. TRAINING**

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
  - 1. The Title IX definition of sexual harassment;
  - 2. The scope of the school district’s education program or activity;
  - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
  - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
  - 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant’s prior sexual behavior are not relevant; and
  - 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district’s website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

**XIV. DISSEMINATION OF POLICY**

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
  - 1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;
  - 2. Notice that the school district does not discriminate on the basis of sex in the

education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;

3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

## **XV. RECORDKEEPING**

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
  1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
  2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
  3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
  4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
  1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
  2. Any appeal and the result therefrom;
  3. Any informal resolution and the result therefrom; and
  4. All materials used to train Title IX Personnel.

**Legal References:** Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)  
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)  
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)  
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

**TITLE IX SEX NONDISCRIMINATION POLICY ADMINISTRATIVE RULE**

The Title IX coordinator and superintendent will review each case to determine if any alternates to the personnel listed below are appropriate based on the nature of the complaint.

PERSONNEL

Title IX Coordinator	Athletic Director
Title IX Alternate Coordinator	Assistant High School Principal
Title IX Investigator	Assistant Building Principal or Building Dean of Students or Building Social Worker
Title IX Decision-Maker	Building Principal
Title IX Appellate Decision-Maker	Superintendent

Adopted: 1/12/2009

Revised: 4/8/19

## **522 TITLE IX SEX NONDISCRIMINATION POLICY, GRIEVANCE PROCEDURE AND PROCESS**

### **I. GENERAL STATEMENT OF POLICY**

- A. The school district does not discriminate on the basis of sex in its education programs or activities, and it is required by Title IX of the Education Amendments Act of 1972, and its implementing regulations, not to discriminate in such a manner. The requirement not to discriminate in its education program or activity extends to admission and employment. The school district is committed to maintaining an education and work environment that is free from discrimination based on sex, including sexual harassment.
- B. The school district prohibits sexual harassment that occurs within its education programs and activities. When the school district has actual knowledge of sexual harassment in its education program or activity against a person in the United States, it shall promptly respond in a manner that is not deliberately indifferent.
- C. This policy applies to sexual harassment that occurs within the school district's education programs and activities and that is committed by a school district employee, student, or other members of the school community. This policy does not apply to sexual harassment that occurs off school grounds, in a private setting, and outside the scope of the school district's education programs and activities. This policy does not apply to sexual harassment that occurs outside the geographic boundaries of the United States, even if the sexual harassment occurs in the school district's education programs or activities.
- D. Any student, parent, or guardian having questions regarding the application of Title IX and its regulations and/or this policy and grievance process should discuss them with the Title IX Coordinator. The school district's Title IX Coordinator(s) is/are:

**Paul Riess**, Athletic Director/Title IX Coordinator, Cloquet Senior High School, 1000 – 18<sup>th</sup> Street, Cloquet, MN 55720, 218-879-6721 ext. 1202

**Tim Prosen**, Assistant Principal/Alternate Title IX Coordinator, Cloquet Senior High School, 1000 – 18<sup>th</sup> Street, Cloquet MN 55720, 218-879-6721 ext. 1206

Questions relating solely to Title IX and its regulations may be referred to the Title IX Coordinator(s), the Assistant Secretary for Civil Rights of the United States Department of Education, or both.

- E. The effective date of this policy is August 14, 2020 and applies to alleged violations of this policy occurring on or after August 14, 2020.

**II. DEFINITIONS**

- A. “Actual knowledge” means notice of sexual harassment or allegations of sexual harassment to the school district’s Title IX Coordinator or to any employee of the school district. Imputation of knowledge based solely on vicarious liability or constructive notice is insufficient to constitute actual knowledge. This standard is not met when the only official of the school district with actual knowledge is the respondent.
- B. “Complainant” means a person who is alleged to be the victim of conduct that could constitute sexual harassment under Title IX. A Title IX Coordinator who signs a formal complaint is not a complainant unless the Title IX Coordinator is alleged to be the victim of the conduct described in the formal complaint.
- C. “Day” or “days” means, unless expressly stated otherwise, business days (i.e. day(s) that the school district office is open for normal operating hours, Monday - Friday, excluding State-recognized holidays).
- D. “Deliberately indifferent” means clearly unreasonable in light of the known circumstances. The school district is deliberately indifferent only if its response to sexual harassment is clearly unreasonable in light of the known circumstances.
- E. “Education program or activity” means locations, events, or circumstances for which the school district exercises substantial control over both the respondent and the context in which the sexual harassment occurs and includes school district education programs or activities that occur on or off of school district property.
- F. “Formal complaint” means a document filed by a complainant or signed by the Title IX Coordinator alleging sexual harassment against a respondent and requesting that the school district investigate the allegation of sexual harassment.
1. A formal complaint filed by a complainant must be a physical document or an electronic submission. The formal complaint must contain the complainant’s physical or digital signature, or otherwise indicate that the complainant is the person filing the formal complaint, and must be submitted to the Title IX Coordinator in person, by mail, or by email.
  2. A formal complaint shall state that, at the time of filing the formal complaint, the complainant was participating in, or attempting to participate in, an education program or activity of the school district with which the formal complaint is filed.
- G. “Informal resolution” means options for resolving a formal complaint that do not involve a full investigation and adjudication. Informal resolution may encompass a broad range of conflict resolution strategies, including mediation or restorative justice.
- H. “Relevant questions” and “relevant evidence” are questions, documents, statements, or information that are related to the allegations raised in a formal complaint. Relevant evidence includes evidence that is both inculpatory and exculpatory. Questions and evidence about the complainant’s sexual predisposition or prior sexual behavior are not

relevant, unless such questions and evidence about the complainant's prior sexual behavior are offered to prove that someone other than the respondent committed the conduct alleged by the complainant, or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

- I. "Remedies" means actions designed to restore or preserve the complainant's equal access to education after a respondent is found responsible. Remedies may include the same individualized services that constitute supportive measures, but need not be non-punitive or non-disciplinary, nor must they avoid burdening the respondent.
- J. "Respondent" means an individual who has been reported to be the perpetrator of conduct that could constitute sexual harassment under Title IX.
- K. "Sexual harassment" means any of three types of misconduct on the basis of sex that occurs in a school district education program or activity and is committed against a person in the United States:
1. *Quid pro quo* harassment by a school district employee (conditioning the provision of an aid, benefit, or service of the school district on an individual's participation in unwelcome sexual conduct);
  2. Unwelcome conduct that a reasonable person would find so severe, pervasive, and objectively offensive that it denies a person equal educational access; or
  3. Any instance of sexual assault (as defined in the Clery Act, 20 U.S.C. §1092(f)(6)A(v)), dating violence, domestic violence, or stalking (as defined in the Violence Against Women Act, 34 U.S.C. §12291).
- L. "Supportive measures" means individualized services provided to the complainant or respondent without fee or charge that are reasonably available, non-punitive, non-disciplinary, not unreasonably burdensome to the other party, and designed to ensure equal educational access, protect safety, and deter sexual harassment. Supportive measures may include counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, alternative educational services as defined under Minn. Stat. § 121A.41, as amended, mutual restrictions on contact between the parties, changes in work locations, leaves of absence, increased security and monitoring of certain areas of the school district buildings or property, and other similar measures.
- M. "Title IX Personnel" means any person who addresses, works on, or assists with the school district's response to a report of sexual harassment or formal complaint, and includes persons who facilitate informal resolutions. The following are considered Title IX Personnel:
1. "Title IX Coordinator" means an employee of the school district that coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX. The Title IX Coordinator is responsible for acting as the primary contact for the parties and ensuring that the parties are provided with all notices, evidence, reports, and written determinations to which they are entitled under this policy and

grievance process. The Title IX Coordinator is also responsible for effective implementation of any supportive measures or remedies. The Title IX Coordinator must be free from conflicts of interest and bias when administrating the grievance process.

2. “Investigator” means a person who investigates a formal complaint. The investigator of a formal complaint may not be the same person as the Decision-maker or the Appellate Decision-maker. The Investigator may be a school district employee, school district official, or a third party designated by the school district.
3. “Decision-maker” means a person who makes a determination regarding responsibility after the investigation has concluded. The Decision-maker cannot be the same person as the Title IX Coordinator, the Investigator, or the Appellate Decision-maker.
4. “Appellate Decision-maker” means a person who considers and decides appeals of determinations regarding responsibility and dismissals of formal complaints. The Appellate Decision-maker cannot be the same person as the Title IX Coordinator, Investigator, or Decision-maker. The Appellate Decision-maker may be a school district employee, or a third party designated by the school district.
5. The superintendent of the school district may delegate functions assigned to a specific school district employee under this policy, including but not limited to the functions assigned to the Title IX Coordinator, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes, to any suitably qualified individual and such delegation may be rescinded by the superintendent at any time. The school district may also, in its discretion, appoint suitably qualified persons who are not school district employees to fulfill any function under this policy, including, but not limited to, Investigator, Decision-maker, Appellate Decision-maker, and facilitator of informal resolution processes.

### III. BASIC REQUIREMENTS FOR GRIEVANCE PROCESS

#### A. Equitable Treatment

1. The school district shall treat complainants and respondents equitably. However, equality or parity with respect to supportive measures provided to complainants and respondents is not required.
2. The school district will not impose any disciplinary sanctions or take any other actions against a respondent that do not constitute supportive measures until it has completed this grievance process and the respondent has been found responsible.
3. The school district will provide appropriate remedies to the complainant any time a respondent is found responsible.

B. Objective and Unbiased Evaluation of Complaints

1. Title IX Personnel, including the Title IX Coordinator, Investigator, Decision-maker, and Appellate Decision-maker, shall be free from conflicts of interest or bias for or against complainants or respondents generally or a specific complainant or respondent.
2. Throughout the grievance process, Title IX Personnel will objectively evaluate all relevant evidence, inculpatory and exculpatory, and shall avoid credibility determinations based solely on a person's status as a complainant, respondent, or witness.

C. Title IX Personnel will presume that the respondent is not responsible for the alleged conduct until a determination regarding responsibility is made at the conclusion of the grievance process.

D. Confidentiality

The school district will keep confidential the identity of any individual who has made a report or complaint of sex discrimination, including any individual who has made a report or filed a formal complaint of sexual harassment, any complainant, any individual who has been reported to be the perpetrator of sex discrimination, any respondent, and any witness, except as may be permitted by the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g, or FERPA's regulations, and State law under Minn. Stat. § 13.32 34 C.F.R. Part 99, or as required by law, or to carry out the purposes of 34 C.F.R. Part 106, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder (i.e., the school district's obligation to maintain confidentiality shall not impair or otherwise affect the complainants and respondents receipt of the information to which they are entitled with respect to the investigative record and determination of responsibility).

E. Right to an Advisor; Right to a Support Person

Complainants and respondents have the right, at their own expense, to be assisted by an advisor of their choice during all stages of any grievance proceeding, including all meetings and investigative interviews. The advisor may be, but is not required to be, an attorney. In general, an advisor is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

A complainant or respondent with a disability may be assisted by a support person throughout the grievance process, including all meetings and investigative interviews, if such accommodation is necessary. A support person may be a friend, family member, or any individual who is not otherwise a potential witness. The support person is not permitted to speak for or on behalf of a complainant or respondent, appear in lieu of complainant or respondent, participate as a witness, or participate directly in any other manner during any phase of the grievance process.

F. Notice

The school district will send written notice of any investigative interviews or meetings to any party whose participation is invited or expected. The written notice will include the date, time, location, participants, and purpose of the meeting or interview, and will be provided to allow sufficient time for the party to prepare to participate.

G. Consolidation

The school district may, in its discretion, consolidate formal complaints as to allegations of sexual harassment against more than one respondent, or by more than one complainant against one or more respondents, or by one party against the other party, where the allegations of sexual harassment arise out of the same facts or circumstances.

H. Evidence

1. During the grievance process, the school district will not require, allow, rely upon, or otherwise use questions or evidence that constitute or seek disclosure of information protected under a legally recognized privilege, unless the person holding such privilege has waived the privilege.
2. The school district shall not access, consider, disclose, or otherwise use a party's medical, psychological, and similar treatment records unless the school district obtains the party's voluntary, written consent.

I. Burden of Proof

1. The burden of gathering evidence and the burden of proof shall remain upon the school district and not upon the parties.
2. The grievance process shall use a preponderance of the evidence standard (i.e. whether it is more likely than not that the respondent engaged in sexual harassment) for all formal complaints of sexual harassment, including when school district employees are respondents.

J. Timelines

1. Any informal resolution process must be completed within thirty (30) calendar days following the parties' agreement to participate in such informal process.
2. An appeal of a determination of responsibility or of a decision dismissing a formal complaint must be received by the school district within five (5) days of the date the determination of responsibility or dismissal was provided to the parties.
3. Any appeal of a determination of responsibility or of a dismissal will be decided within thirty (30) calendar days of the day the appeal was received by the School District.

4. The school district will seek to conclude the grievance process, including any appeal, within 120 calendar days of the date the formal complaint was received by the School District.
5. Although the school district strives to adhere to the timelines described above, in each case, the school district may extend the time frames for good cause. Good cause may include, without limitation: the complexity of the allegations; the severity and extent of the alleged misconduct; the number of parties, witnesses, and the types of other evidence (e.g., forensic evidence) involved; the availability of the parties, advisors, witnesses, and evidence (e.g., forensic evidence); concurrent law enforcement activity; intervening school district holidays, breaks, or other closures; the need for language assistance or accommodation of disabilities; and/or other unforeseen circumstances.

K. Potential Remedies and Disciplinary Sanctions

1. The following is the range of possible remedies that the school district may provide a complainant and disciplinary sanctions that the school district might impose upon a respondent, following determination of responsibility: counseling, extensions of deadlines or other course-related adjustments, modifications of work or class schedules, mutual or unilateral restrictions on contact between the parties, changes in work locations, leaves of absence, monitoring of certain areas of the school district buildings or property, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge.
2. If the Decision-maker determines a student-respondent is responsible for violating this policy, the Decision-maker will recommend appropriate remedies, including disciplinary sanctions/consequences. The Title IX Coordinator will notify the superintendent of the recommended remedies, such that an authorized administrator can consider the recommendation(s) and implement appropriate remedies in compliance with MSBA Model Policy 506 – Student Discipline. The discipline of a student-respondent must comply with the applicable provisions of Minnesota Pupil Fair Dismissal Act, the Individuals with Disabilities Education Improvement Act (IDEA) and/or Section 504 of the Rehabilitation Act of 1972, and their respective implementing regulations.

**IV. REPORTING PROHIBITED CONDUCT**

- A. Any student who believes they have been the victim of unlawful sex discrimination or sexual harassment, or any person (including the parent of a student) with actual knowledge of conduct which may constitute unlawful sex discrimination or sexual harassment toward a student should report the alleged acts as soon as possible to the Title IX Coordinator.
- B. Any employee of the school district who has experienced, has actual knowledge of, or has witnessed unlawful sex discrimination, including sexual harassment, or who otherwise becomes aware of unlawful sex discrimination, including sexual harassment, must promptly report the allegations to the Title IX Coordinator without screening or investigating the report or allegations.

- C. A report of unlawful sex discrimination or sexual harassment may be made at any time, including during non-business hours, and may be made in person, by mail, by telephone, or by e-mail using the Title IX Coordinator’s contact information. A report may also be made by any other means that results in the Title IX Coordinator receiving the person’s verbal or written report.
- D. Sexual harassment may constitute both a violation of this policy and criminal law. To the extent the alleged conduct may constitute a crime, the School District may report the alleged conduct to law enforcement authorities. The school district encourages complainants to report criminal behavior to the police immediately.

**V. INITIAL RESPONSE AND ASSESSMENT BY THE TITLE IX COORDINATOR**

- A. When the Title IX Coordinator receives a report, the Title IX Coordinator shall promptly contact the complainant confidentially to discuss the availability of supportive measures, consider the complainant’s wishes with respect to supportive measures, inform the complainant of the availability of supportive measures with or without the filing of a formal complaint, and explain to the complainant the process for filling a formal complaint .
- B. The school district will offer supportive measures to the complainant whether or not the complainant decides to make a formal complaint. The school district must maintain as confidential any supportive measures provided to the complainant or respondent, to the extent that maintaining such confidentiality would not impair the school district’s ability to provide the supportive measures. The Title IX Coordinator is responsible for coordinating the effective implementation of supportive measures.
- C. If the complainant does not wish to file a formal complaint, the allegations will not be investigated by the school district unless the Title IX Coordinator determines that signing a formal complaint to initiate an investigation over the complainant’s wishes is not clearly unreasonable in light of the known circumstances.
- D. Upon receipt of a formal complaint, the school district must provide written notice of the formal complaint to the known parties with sufficient time to prepare a response before any initial interview. This written notice must contain:
  - 1. The allegations of sexual harassment, including sufficient details known at the time, the identities of the parties involved in the incident (if known), the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident, if known;
  - 2. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility will be made at the conclusion of the grievance process;
  - 3. A statement explaining that the parties may have an advisor of their choice, who may be, but is not required to be, an attorney;

4. A statement that the parties may inspect and review evidence gathered pursuant to this policy;
5. A statement informing the parties of any code of conduct provision that prohibits knowingly making false statements or knowingly submitting false information; and
6. A copy of this policy.

## VI. STATUS OF RESPONDENT DURING PENDENCY OF FORMAL COMPLAINT

### A. Emergency Removal of a Student

1. The school district may remove a student-respondent from an education program or activity of the school district on an emergency basis before a determination regarding responsibility is made if:
  - a. The school district undertakes an individualized safety and risk analysis;
  - b. The school district determines that an immediate threat to the physical health or safety of any student or other individual arising from the allegations of sexual harassment justifies removal of the student-respondent; and
  - c. The school district determines the student-respondent poses such a threat, it will so notify the student-respondent and the student-respondent will have an opportunity to challenge the decision immediately following the removal. In determining whether to impose emergency removal measures, the Title IX Coordinator shall consult related school district policies, including MSBA Model Policy 506 – Student Discipline. The school district must take into consideration applicable requirements of the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973, prior to removing a special education student or Section 504 student on an emergency basis.

### B. Employee Administrative Leave

The school district may place a non-student employee on administrative leave during the pendency of the grievance process of a formal complaint. Such leave will typically be paid leave unless circumstances justify unpaid leave in compliance with legal requirements. The school district must take into consideration applicable requirements of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act prior to removing an individual with a qualifying disability.

## VII. INFORMAL RESOLUTION OF A FORMAL COMPLAINT

- A. At any time prior to reaching a determination of responsibility, informal resolution may be offered and facilitated by the school district at the school district's discretion, but only after a formal complaint has been received by the school district.

- B. The school district may not require as a condition of enrollment or continued enrollment, or of employment or continued employment, or enjoyment of any other right, waiver of the right to a formal investigation and adjudication of formal complaints of sexual harassment.
- C. The informal resolution process may not be used to resolve allegations that a school district employee sexually harassed a student.
- D. The school district will not facilitate an informal resolution process without both parties' agreement, and will obtain their voluntary, written consent. The school district will provide to the parties a written notice disclosing the allegations, the requirements of the informal resolution process including the circumstances under which it precludes the parties from resuming a formal complaint arising from the same allegations, the parties' right to withdraw from the informal resolution process, and any consequences resulting from participating in the informal resolution process, including the records that will be maintained or could be shared.
- E. At any time prior to agreeing to a resolution, any party has the right to withdraw from the informal resolution process and resume the grievance process with respect to the formal complaint.

#### **VIII. DISMISSAL OF A FORMAL COMPLAINT**

- A. Under federal law, the school district must dismiss a Title IX complaint, or a portion thereof, if the conduct alleged in a formal complaint or a portion thereof:
  - 1. Would not meet the definition of sexual harassment, even if proven;
  - 2. Did not occur in the school district's education program or activity; or
  - 3. Did not occur against a person in the United States.
- B. The school district may, in its discretion, dismiss a formal complaint or allegations therein if:
  - 1. The complainant informs the Title IX Coordinator in writing that the complainant desires to withdraw the formal complaint or allegations therein;
  - 2. The respondent is no longer enrolled or employed by the school district; or
  - 3. Specific circumstances prevent the school district from gathering sufficient evidence to reach a determination.
- C. The school district shall provide written notice to both parties of a dismissal. The notice must include the reasons for the dismissal.
- D. Dismissal of a formal complaint or a portion thereof does not preclude the school district from addressing the underlying conduct in any manner that the school district deems appropriate.

**IX. INVESTIGATION OF A FORMAL COMPLAINT**

- A. If a formal complaint is received by the School District, the school district will assign or designate an Investigator to investigate the allegations set forth in the formal complaint.
- B. If during the course of the investigation the school district decides to investigate any allegations about the complainant or respondent that were not included in the written notice of a formal complaint provided to the parties, the school district must provide notice of the additional allegations to the known parties.
- C. When a party's participation is invited or expected in an investigative interview, the Investigator will coordinate with the Title IX Coordinator to provide written notice to the party of the date, time, location, participants, and purposes of the investigative interview with sufficient time for the party to prepare.
- D. During the investigation, the Investigator must provide the parties with an equal opportunity to present witnesses for interviews, including fact witnesses and expert witnesses, and other inculpatory and exculpatory evidence.
- E. Prior to the completion of the investigative report, the Investigator, through the Title IX Coordinator, will provide the parties and their advisors (if any) with an equal opportunity to inspect and review any evidence directly related to the allegations. The evidence shall be provided in electronic format or hard copy and shall include all relevant evidence, evidence upon which the school district does not intend to rely in reaching a determination regarding responsibility, and any inculpatory or exculpatory evidence whether obtained from a party or another source. The parties will have ten (10) days to submit a written response, which the Investigator will consider prior to completion of the investigative report.
- F. The Investigator will prepare a written investigative report that fairly summarizes the relevant evidence. The investigative report may include credibility determinations that are not based on a person's status as a complainant, respondent or witness. The school district will send the parties and their advisors (if any) a copy of the report in electronic format or hard copy, for their review and written response at least ten (10) days prior to a determination of responsibility.

**X. DETERMINATION REGARDING RESPONSIBILITY**

- A. After the school district has sent the investigative report to both parties and before the school district has reached a determination regarding responsibility, the Decision-maker must afford each party the opportunity to submit written, relevant questions that a party wants asked of any party or witness.
- B. The Decision-maker must provide the relevant questions submitted by the parties to the other parties or witnesses to whom the questions are offered, and then provide each party with the answers, and allow for additional, limited follow-up questions from each party.

- C. The Decision-maker must explain to the party proposing the questions any decision to exclude a question as not relevant.
- D. When the exchange of questions and answers has concluded, the Decision-maker must issue a written determination regarding responsibility that applies the preponderance of the evidence standard to the facts and circumstances of the formal complaint. The written determination of responsibility must include the following:
  - 1. Identification of the allegations potentially constituting sexual harassment;
  - 2. A description of the procedural steps taken from the receipt of the formal complaint through the determination, including any notifications to the parties, interviews with parties and witnesses, site visits, and methods used to gather other evidence;
  - 3. Findings of fact supporting the determination;
  - 4. Conclusions regarding the application of the school district's code of conduct to the facts;
  - 5. A statement of, and rationale for, the result as to each allegation, including a determination regarding responsibility, any disciplinary sanctions the school district imposes on the respondent, and whether remedies designed to restore or preserve equal access to the recipient's education program or activity will be provided by the school district to the complainant; and
  - 6. The school district's procedures and permissible bases for the complainant and respondent to appeal and the date by which an appeal must be made.
- E. In determining appropriate disciplinary sanctions, the Decision-maker should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved, and the context in which the alleged incident occurred.
- F. The written determination of responsibility must be provided to the parties simultaneously.
- G. The Title IX Coordinator is responsible for the effective implementation of any remedies.
- H. The determination regarding responsibility becomes final either on the date that the school district provides the parties with the written determination of the result of the appeal, if an appeal is filed, or if an appeal is not filed, the date on which an appeal would no longer be considered timely.

## **XI. APPEALS**

- A. The school district shall offer the parties an opportunity to appeal a determination regarding responsibility or the school district's dismissal of a formal complaint or any allegations therein, on the following bases:

1. A procedural irregularity that affected the outcome of the matter (e.g., a material deviation from established procedures);
  2. New evidence that was not reasonably available at the time the determination regarding responsibility or dismissal was made, that could affect the outcome of the matter; and
  3. The Title IX Coordinator, Investigator, or Decision-maker had a conflict of interest or bias for or against complainants or respondents generally or the individual complainant or respondent that affected the outcome of the matter.
- B. If notice of an appeal is timely received by the school district, the school district will notify the parties in writing of the receipt of the appeal, assign or designate the Appellate Decision-maker, and give the parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome.
- C. After reviewing the parties' written statements, the Appellate Decision-maker must issue a written decision describing the result of the appeal and the rationale for the result.
- D. The written decision describing the result of the appeal must be provided simultaneously to the parties.
- E. The decision of the Appellate Decision-maker is final. No further review beyond the appeal is permitted.

## **XII. RETALIATION PROHIBITED**

- A. Neither the school district nor any other person may intimidate, threaten, coerce, or discriminate against any individual for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, or because the individual made a report or complaint, testified, assisted, or participated or refused to participate in any manner in an investigation, proceeding, or hearing under this policy. Intimidation, threats, coercion, or discrimination, including charges against an individual for code of conduct violations that do not involve sex discrimination or sexual harassment, but arise out of the same facts or circumstances as a report or complaint of sex discrimination, or a report or formal complaint of sexual harassment, for the purpose of interfering with any right or privilege secured by Title IX, its implementing regulations, or this policy, constitutes retaliation. Retaliation against a person for making a report of sexual harassment, filing a formal complaint, or participating in an investigation, constitutes a violation of this policy that can result in the imposition of disciplinary sanctions/consequences and/or other appropriate remedies.
- B. Any person may submit a report or formal complaint alleging retaliation in the manner described in this policy and it will be addressed in the same manner as other complaints of sexual harassment or sex discrimination.
- C. Charging an individual with violation of school district policies for making a materially false statement in bad faith in the course of a grievance proceeding under this policy shall

not constitute retaliation, provided, however, that a determination regarding responsibility, alone, is not sufficient to conclude that any party made a materially false statement in bad faith.

### **XIII. TRAINING**

- A. The school district shall ensure that Title IX Personnel receive appropriate training. The training shall include instruction on:
  - 1. The Title IX definition of sexual harassment;
  - 2. The scope of the school district's education program or activity;
  - 3. How to conduct an investigation and grievance process, appeals, and informal resolution processes, as applicable;
  - 4. How to serve impartially, including by avoiding prejudgment of the facts at issue, conflicts of interest, and bias;
  - 5. For Decision-makers, training on issues of relevance of questions and evidence, including when questions and evidence about the complainant's prior sexual behavior are not relevant; and
  - 6. For Investigators, training on issues of relevance, including the creation of an investigative report that fairly summarizes relevant evidence.
- B. The training materials will not rely on sex stereotypes and must promote impartial investigations and adjudications of formal complaints.
- C. Materials used to train Title IX Personnel must be posted on the school district's website. If the school district does not have a website, it must make the training materials available for public inspection upon request.

### **XIV. DISSEMINATION OF POLICY**

- A. This policy shall be made available to all students, parents/guardians of students, school district employee, and employee unions.
- B. The school district shall conspicuously post the name of the Title IX Coordinator, including office address, telephone number, and work e-mail address on its website and in each handbook that it makes available to parents, employees, students, unions, or applicants.
- C. The school district must provide applicants for admission and employment, students, parents or legal guardians of secondary school students, employees, and all unions holding collective bargaining agreements with the school district, with the following:
  - 1. The name or title, office address, electronic mail address, and telephone number of the Title IX Coordinator;

2. Notice that the school district does not discriminate on the basis of sex in the education program or activity that it operates, and that it is required by Title IX not to discriminate in such a manner;
3. A statement that the requirement not to discriminate in the education program or activity extends to admission and employment, and that inquiries about the application of Title IX may be referred to the Title IX Coordinator, to the Assistant Secretary for Civil Rights of the United States Department of Education, or both; and
4. Notice of the school district's grievance procedures and grievance process contained in this policy, including how to report or file a complaint of sex discrimination, how to report or file a formal complaint of sexual harassment, and how the school district will respond.

## **XV. RECORDKEEPING**

- A. The school district must create, and maintain for a period of seven calendar years, records of any actions, including any supportive measures, taken in response to a report or formal complaint of sexual harassment. In each instance, the school district must document:
  1. The basis for the school district's conclusion that its response to the report or formal complaint was not deliberately indifferent;
  2. The measures the school district has taken that are designed to restore or preserve equal access to the school district's education program or activity; and
  3. If the school district does not provide a complainant with supportive measures, then it must document the reasons why such a response was not clearly unreasonable in light of the known circumstances. Such a record must be maintained for a period of seven years.
  4. The documentation of certain bases or measures does not limit the recipient in the future from providing additional explanations or detailing additional measures taken.
- B. The school district must also maintain for a period of seven calendar years records of:
  1. Each sexual harassment investigation including any determination regarding responsibility, any disciplinary sanctions imposed on the respondent, and any remedies provided to the complainant designed to restore or preserve equal access to the recipient's education program or activity;
  2. Any appeal and the result therefrom;
  3. Any informal resolution and the result therefrom; and
  4. All materials used to train Title IX Personnel.

**Legal References:** Minn. Stat. § 121A.04 (Athletic Programs; Sex Discrimination)  
Minn. Stat. § 121A.40 – 121A.575 (Minnesota Pupil Fair Dismissal Act)  
Minn. Stat. Ch. 363A (Minnesota Human Rights Act)  
20 U.S.C. §§ 1681-1688 (Title IX of the Education Amendments of 1972)  
34 C.F.R. Part 106 (Implementing Regulations of Title IX)  
20 U.S.C § 1400, *et seq.* (Individuals with Disabilities Education Improvement Act of 2004)  
29 U.S.C. § 794 (Section 504 of the Rehabilitation Act of 1973)  
42 U.S.C. § 12101, *et seq.* (Americans with Disabilities Act of 1990, as amended)  
20 U.S.C. § 1232g (Family Educational Rights and Privacy Act of 1974)  
20 U.S.C. § 1092 *et seq.* (Jeanne Clery Disclosure of Campus Security and Campus Crime Statistics Act (“Clery Act”))

**Cross References:** MSBA/MASA Model Policy 102 (Equal Educational Opportunity)  
MSBA/MASA Model Policy 413 (Harassment and Violence)  
MSBA/MASA Model Policy 506 (Student Discipline)  
MSBA/MASA Model Policy 528 (Student Parental, Family, and Marital Status Nondiscrimination)

# **CLOQUET HIGH SCHOOL CTE & ART SPACE RENOVATION - Timeline**

## **ADDENDUMS TO PROJECT PLANS AND SPECIFICATIONS**

- A. Issue Addendum 1 on Friday 1/22
- B. Issue Addendum 2 on Friday 1/29.

## **PREBID MEETING**

- A. An in-person pre-bid meeting will be conducted on January 26, 2021 at 10:00 a.m., Local Time.
- B. Location: Contractors shall convene at Door 17 on the North side of the school and will be escorted to the project area.
- C. All attendees shall wear a face mask and shall do their best to maintain social distancing.
- D. All attendees will be noted and a list will be distributed in addenda.

## **BID DATE**

The bid date is Friday 2/5.

## **BID AWARD**

The Architect will review and Tabulate Bids received and review and confirm required bid documents and qualification of bidders and then provide tabulation and recommendation for award to the District for School Board action to award and authorize Administration to enter into contract with the Lowest Responsible Contractor/Bidder.

Tentative Dates for School Board Action – February 8 or 22<sup>nd</sup> . Time required for architect’s tabulation and follow up on bidder qualifications may require the later action date.

## **CONSTRUCTION SCHEDULE & SUBMITTAL SCHEDULES**

- A. Contractor shall prepare a schedule showing the anticipated start and completion of each major division of work based on the sections of this specification. This schedule shall be submitted to the Architect at or before the Preconstruction Meeting.
- B. Contractor shall update the schedule as more accurate information becomes available as to deliveries, subcontractor schedules, and delays in the work. Schedule shall be updated monthly and presented at progress meetings.

## **PRECONSTRUCTION MEETING**

Approximately seven (7) days after Owner approval of contract award, the successful bidder is required to attend a preconstruction meeting. At this meeting, the successful bidder will present his construction schedule, cost breakdown, required submittals, etc.

## **WRITTEN NOTICE TO PROCEED**

A written "Notice To Proceed" from the owner anticipated to be **June 7, 2021** and to be substantially complete with the project no later than **August 27, 2021**. Should it be found impossible to complete the work on or before the time specified for completion, a written request may be submitted for extension of time setting forth the reasons believed to justify the granting of such request.

## **CONSTRUCTION SCHEDULE**

At the preconstruction meeting contractor shall present a Contractors Construction Schedule for the Work. The Schedule shall not exceed time limits listed above and current under the Contract Documents

# **CLOQUET HIGH SCHOOL CTE & ART SPACE RENOVATION – Timeline (Cont.)**

## **PROJECT MEETINGS**

- A. Project meetings will be held bi-weekly (every other week) at the time designated by the Owner. Contractor, when requested, shall attend project meetings. A responsible representative of the Contractor who can bind the contractor to a decision at the meetings shall attend.
- B. The Architect/Engineer, or a representative thereof, may write a report covering items discussed and distribute copies of the report to all parties identified at preconstruction meeting.

## **RELATED WORK NOT UNDER THIS CONTRACT**

The following work will be accomplished by the owner or will be let under separate contract and will not be included in this contract:

1. Hazardous materials abatement. (Asbestos containing floor tile in Wood Shop; and possibly other materials discovered during completion of project)
2. Mechanical and Electrical Systems Commissioning as required by MDE/Statute
3. Provide and install soap dispensers, paper towel dispensers and signage.



## STATE of MINNESOTA

# Proclamation

WHEREAS: Minnesota is home to more than 20,000 paraprofessionals providing services in multiple settings within schools, including support for instruction, student activities, and individual students, as well as numerous other tasks that contribute to educational success; and

WHEREAS: The support and services provided by paraprofessionals are integral to student achievement, resulting in even better, more effective Minnesota schools; and

WHEREAS: The State of Minnesota and the Minnesota Department of Education are committed to excellence in education and recognize the important role that paraprofessionals play in ensuring educational success; and

WHEREAS: The Minnesota Department of Education will celebrate the contributions of paraprofessionals during Paraprofessional Recognition Week from January 25 through January 31, 2021.

NOW, THEREFORE, I, TIM WALZ, Governor of Minnesota, do hereby proclaim the week of January 25-31, 2021, as:

## PARAPROFESSIONAL RECOGNITION WEEK

in the State of Minnesota.



IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Minnesota to be affixed at the State Capitol this 23<sup>rd</sup> day of December.

Handwritten signature of Tim Walz in black ink.

GOVERNOR

Handwritten signature of Steve Simon in black ink.

SECRETARY OF STATE