

Agenda

1. **CALL TO ORDER** (*Action*)
2. **APPROVAL OF GENERAL MEETING AGENDA** (*Action*)
3. **OPEN FORUM** (*Information*)
4. **APPROVAL OF CONSENT AGENDA** (*Action*)
 - 4.1. General Board Meeting Minutes from June 10, 2010
 - 4.2. New Dental, Life and Long Term Disability Contracts & Rates
 - 4.3. Mid-Day Transportation Bid Awards
5. **SHARE THE SUCCESS & RECOGNITIONS - None**
6. **SUPERINTENDENT'S REPORT** (*Information*)
7. **INSTRUCTIONAL REPORT - None**
8. **ADMINISTRATIVE SERVICES REPORT**
 - 8.1. Financial Report
 - 8.1.1. Resolution Awarding the Sale of Refunding Certificates of Participation, Series 2010C for SEC (*Resolution*)
 - 8.2. Facilities Report - None
 - 8.3. Human Resource Report
 - 8.3.1. SEIU 284 Tentative Contract Agreement - **Closed Session** (*Information*)
 - 8.3.2. SEIU Local 284 Tentative Contract Agreement (*Action*)
9. **BOARD BUSINESS** (*Information*)
 - 9.1. Policy Review & Revision
 - 9.2. Board Reports
 - 9.2.1. Chair Report (*Information*)
 - 9.2.1.1. Superintendent Evaluation Review - **Closed Session** (*Information*)
 - 9.2.2. AMSD Report
 - 9.2.2.1. AMSD Connections June 2010 Newsletter
 - 9.3. **District News** (*Information*)
 - 9.3.1. School Board Planning Calendar
 - 9.3.2. June 10, 2010 School Board Event Calendar
 - 9.3.3. Fluid Lyrics writing by the the students of North Vista High School (*Information*)
 - 9.4. Once Around the Table
10. **ADJOURNMENT**

DISTRICT 287 REGULAR BOARD MEETING
Intermediate District 287
May 27, 2010
MINUTES

1. CALL TO ORDER

Chair Linda Johnson called the regular meeting to order at 6:32 PM in the District Service Center Board Room. A quorum was declared with the following members in attendance:

272	Eden Prairie	Carol Bomben
273	Edina	Peyton Robb
270	Hopkins	Sally Johnson
276	Minnetonka	Don Draayer
278	Orono	Michèle Kunz
279	Osseo	Steven Antolak
280	Richfield	Nancy Rowley
281	Robbinsdale	Linda Johnson
283	St. Louis Park	Pam Rykken
284	Wayzata	Carter Peterson

Absent: 271/Bush, 277/Bremer, and 286/Thielsen
Guests: Christopher Ring, Mitch Ring, and Lauren Ring
287 Administration: Sandra Lewandowski, Jane Holmberg, Laura Keller-Gautsch, Janet Johnson, Tom Shultz, Chad Maxa, Anne Becker, and Wauneen Mgeni
287 Staff Members: Judie Marie Ringe, Linda Rees, Anne Marie Bailey, Diane Gerads-Schmidt, Barb Skelly, and Bruce Mulder

2. APPROVAL OF GENERAL MEETING AGENDA

The general meeting agenda was presented for approval. *Motion by Carter Peterson, seconded by Nancy Rowley, to approve the meeting agenda. All in favor. Motion carried unanimously.*

3. OPEN FORUM FOR COMMUNITY COMMENTS - None

4. APPROVAL OF CONSENT AGENDA

The Consent Agenda was presented for approval. The Consent Agenda included the general meeting minutes from May 13, 2010, and approval of the Routine Human Resources Activities for May 27, 2010. *Motion by Peyton Robb, seconded by Don Draayer, to approve the consent agenda as presented. All in favor. Motion carried unanimously.*

5. SHARE THE SUCCESS & RECOGNITIONS

Superintendent Lewandowski announced to the Board that South Education Center (SEC) received the 2010 Hennepin County Wellness by Design Award. This is the second time SEC has received this award for its integrated efforts to promote staff and student wellness.

Superintendent Lewandowski introduced Dr. Jane Holmberg, Executive Director of Teaching and Learning, and Linda Rees, District Communications Specialist. Dr. Holmberg and Mrs. Rees announced to the Board that Intermediate District 287 received three awards from the Minnesota Association of Government Communicators (MAGC). The awards were presented to Intermediate District 287 at the 2010 Northern Lights Awards banquet held on May 20. The District received 1) an award of merit for our website, 2) an award of merit for the informational video, "Online Learning: No Boundaries, No Barriers," and 3) an award of excellence for the strategic plan visual theme, "Orange Shoes Will Lead You."

6. SUPERINTENDENT'S REPORT

Superintendent Lewandowski introduced Laura Keller-Gautsch, Executive Director of Special Education. Laura briefly gave an overview to the Board on the accomplishment of Christopher Ringe, a graduate of the Phase program. Laura introduced Christopher Ringe, and his parents, Judi Marie and Mitch Ringe. The Ringe family presented information on the educational services, delivered both at home and at school, over Christopher's 21 years. The services are a collaboration between the Osseo School District and Intermediate District 287, and have helped maximize Chris' potential, always keeping the future in mind.

Sandy briefly updated the Board on the communication process by which assets and liabilities might be determined in the Bloomington withdrawal.

7. INSTRUCTIONAL REPORT

Superintendent Lewandowski introduced Laura Keller-Gautsch, Executive Director of Special Education. Laura introduced three district speech language pathologists: Anne Marie Bailey, Diane Gerads-Schmidt and Barb Skelly. The augmentative communication specialists briefly presented to the Board their work on developing an informal assessment, "The Essential Communication Skills Inventory", which is used with students who are multiply disabled and non-verbal. The assessment provides a tool for member district staff to do initial and ongoing assessment of communication skills with a population of students who are difficult to assess using traditional measures.

8. ADMINISTRATIVE SERVICE REPORTS

Facilities Report

Board Chair Johnson turned the meeting over to Board Vice-Chair Draayer before excusing herself from the meeting until the facilities discussion and vote was completed. Board Facility Committee Chair Robb presented to the Board an overview on the recent changes to the Purchase Agreement that indicated restrictions relative to possible future resale or lease of the site and/or buildings constructed on the site. Superintendent Lewandowski introduced Mrs. Sarah Sonsalla, an attorney representing the district. Sarah gave an overview of two major outstanding issues that kept District 287 and Robbinsdale School District from finalizing the purchase agreement for the land on which a North Education Center (NEC) is projected to be built. After extensive discussion, *a motion by Carter Peterson, seconded by Pam Rykken, to deny the purchase agreement as presented. Board member Peterson withdrew the motion to deny the purchase agreement, seconded by Pam Rykken. Motion by Carter Peterson, seconded by Pam Rykken to refuse to concur with the purchase agreement. Motion by Carol Bomben, seconded by Pam Rykken to table the original motion to a day certain (June 7, 2010 at 7:00 a.m.) Board member Bomben withdrew the motion to table the original motion to a day certain (June 7, 2010). Board member Peterson withdrew the motion to refuse to concur with the purchase agreement, seconded by Pam Rykken. Resolution motion by Michèle Kunz, seconded by Nancy Rowley, to waive the reading of the resolution and approve the purchase agreement as presented. Board member Antolak called the question. The following voted in favor of the resolution: Rowley, Robb, Kunz, S. Johnson, Draayer, and Bomben. Rykken, Peterson, and Antolak voted Against. Resolution passed.*

Motion by Carol Bomben, seconded by Nancy Rowley, directing administration to articulate to the Robbinsdale School Board concerns with elements of the agreement in writing. All in favor. Motion carried unanimously.

Financial Report

Mrs. Janet Johnson, Director of Finance Services, presented the monthly financial report for April 2010. *Motion by Carter Peterson, seconded by Steve Antolak, to approve the monthly financial report as presented. All in favor. Motion carried unanimously.*

Mrs. Janet Johnson, Director of Finance Services, presented the reimbursement resolution to reimburse District 287 from the North Education Center (NEC) funding for the temporary use of other resources

for NEC expenses. *Resolution motion by Carter Peterson, seconded by Michèle Kunz, to waive the reading of the resolution and approved the proposed resolution to approve the reimbursement resolution to reimbursed District 287 from the North Education Center (NEC) funding for the temporary use of other resources for NEC expenses as presented. The following voted in favor of the resolution: Rykken, Rowley, Robb, Peterson, Kunz, S. Johnson, L. Johnson, Bremer, Draayer, and Antolak. There were no abstentions or no votes cast. Resolution passed.*

Human Resources Report

Anne Becker, Human Resources Director, presented a number of resolution motions: *Resolution motion by Don Draayer, seconded by Steven Antolak, to waive the reading and approve the termination and non-renewal of employees hired under licensure waivers as provided by the printed documentation shared. The following voted in favor: Antolak, Draayer, L. Johnson, S. Johnson, Kunz, Peterson, Robb, Rowley, and Rykken. There were no abstentions or no votes cast. The resolution passed. Resolution motion by Steven Antolak, seconded by Don Draayer, to waive the reading and approve the termination and non-renewal of probationary teaching contract of the following probationary teachers as provided by the printed documentation shared. The following voted in favor: Antolak, L. Johnson, Rowley, Rykken, Kunz, Peterson, S. Johnson, Robb, and Draayer. There were no abstentions or no votes cast. The resolution passed. Resolution motion by Michèle Kunz, seconded by Nancy Rowley, to waive the reading and approve the termination and non-renewal of probationary non-licensed employees as provided by the printed documentation shared. The following voted in favor: Peterson, S. Johnson, Draayer, Rykken, Kunz, Antolak, Robb, Rowley, and L. Johnson. There were no abstentions or no votes cast. The resolution passed.*

9. BOARD BUSINESS

Policy Review & Revision

Chair Report

Chair Johnson gave a brief overview on the Superintendent's evaluation results. Chair Johnson informed the Board that the Superintendent's evaluation review is scheduled for Thursday, June 10, 2010, in a closed session.

Chair Johnson updated the Board on the NSBA conference she attended April 9, 2010.

AMSD Report – None

Once Around the Table – None

Carol Bomben

Peyton Robb

Sally Johnson

Don Draayer

Michèle Kunz

Steven Antolak

Nancy Rowley

Linda Johnson

Carter Peterson

Announced that the Wayzata Board members received IPADs to use at their Board meetings.

Pam Rykken

Sandy Lewandowski

Anne Becker

Chad Maxa

Jane Holmberg

Janet Johnson

Laura Keller-Gautsch

Tom Shultz

Wauneen Mgeni

10. ADJOURNMENT

Motion was heard and seconded to adjourn the meeting. Meeting adjourned at 10:02 PM.

The next general meeting will be held on June 10, 2010, at 6:30 PM in the DSC Board Room.

Submitted by
Wauneen Mgeni
Secretary to the Board

Signed: Chair _____ Clerk _____

Date _____ Date _____

Intermediate District 287

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INTER-OFFICE MEMORANDUM

DATE: June 8, 2010

TO: Sandra Lewandowski, Superintendent

FROM: Anne C. Becker, Director of Human Resources

RE: Dental, Life and Long-Term Disability Insurance Provider and Rate Changes

Minnesota Statutes § 471.6161 provides that political subdivisions, including school districts, may not enter into group insurance contracts for a term longer than five years. Political subdivisions are required to request proposals for coverage at least once every 60 months. This year was Intermediate District 287's year to publish its invitation for requests for proposals (RFPs) for dental, life and long-term disability (LTD) insurance providers.

I am writing to report on the results of the RFP process and to request approval for the District to renew its contract with Delta Dental and to contract with a new provider for life and LTD insurance coverage. The District has negotiated new rates with Delta Dental that would result in a total savings of \$7,732 over the life of a two-year agreement. I am recommending that the District change to Standard Insurance Company for its life and long term disability insurance so as to benefit from increased coverage, reduced rates, and a savings of almost \$117,000 over three years.

Dental Insurance

The District is self-insured for dental claims. Its current third party administrator and dental insurance provider is Delta Dental. Seven companies, including Delta, responded to the RFP notice. Only Delta was able to offer the Delta Dental Network; the other six would have required a change to a different network with different providers and clinics. A change in providers would have to be negotiated through the collective bargaining process. *See* Minn. Stat. § 471.6161, Subd. 5.

Delta's rates were higher than the other six companies who responded to the RFPs. However, by using the information gained through the RFP process, the District was able to obtain lower rates from Delta for the agreement effective July 1, 2010. These new rates will result in a total annual savings of \$3,866 over Delta's original proposal and are guaranteed for two years. As a result, I recommend staying in the Delta Dental Network and keeping Delta as the District's third party administrator.

Life and Long Term Disability (LTD) Insurance

The District currently offers both basic life insurance and the option to purchase supplemental life insurance coverage through Reliastar. Its LTD provider is National Insurance Services (NIS). Companies responding to the RFPs were asked to submit proposals for life and LTD coverage. The

District received responses from ten different companies, including our current providers. The two most favorable initial bids in terms of both premiums and coverage were from companies other than the District's current providers. Both of these companies were asked to submit revised RFPs to match coverage options, rates and/or total annual premium amounts offered by other bidders.

As a result of this follow-up process, the District is able to contract with a new provider for both life and LTD insurance with lower rates, better coverage and benefits, and a total premium savings to the District of almost \$39,000 per year and \$117,000 over the term of the three-year contract. Standard Insurance is a company with a rating of "A" from A.M. Best and with a good track record of customer service according to other Minnesota school districts.

I am pleased with the offers that the District has received from Delta Dental and Standard, with rate guarantees for the next two and three years respectively. I believe that the combination of benefits and competitive prices offered by these providers will serve the District well. Therefore, I recommend remaining with Delta for dental plan administration and changing to Standard for life and LTD insurance.

Intermediate District 287

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M E M O R A N D U M

DATE: June 10, 2010

TO: Sandy Lewandowski, Superintendent
Colleen Baumtrog, Executive Director of Administrative Services

FROM: Michelle Axell, Administrative Intern

RE: **Board Approval of Midday Transportation Services Awards**

This memo provides a summary of background transportation information, key findings and projected savings in FY11, transportation proposal recommendation. I am seeking approval of the contracted transportation services proposal that is summarized in this memo.

Background Information

During the past few years we have spent time reviewing our transportation costs and current practices for transporting special education students during their instructional day. During the 2009 school year, we streamlined and formulized the use of contracted transportation to increase efficiencies and minimize van replacements. This past year we studied and developed new parameters for transporting students. The goals behind these efforts are to increase our efficiencies, reduce program staff time spent on transportation, create consistent transportation usage and provide transparent billing information to our member districts.

Key Findings and Projected Savings

The following key findings and projected savings helped us to reach our goals and show a potential reduction to transportation costs for the next year.

- Maintaining vehicles is a significant cost with staff time, repairs, insurance, fuel, purchasing vans, and training.
- School buses are 7 times safer than a Type III vehicle.
- Use of school buses allows for extended educational support during transport.
- Over \$50,000 in projected savings to reduce 287 owned student vehicles from 39 in FY10 to 20 in FY11.
- The request for proposal process offers competition and increases value with contracted transportation.
- Multiple providers offer flexibility when dealing with a specialized student population.
- Centralized routing coordination increase routing efficiencies and billing accuracy.
- Reduction of contracted routes and proposed rates may reduce costs of over \$150,000.

Proposal Recommendation

Request for proposals were received on April 22, 2010 from 5 transportation providers for the midday special education transportation services. A committee reviewed each RFP using the following evaluation criteria:

- Companies' ability to provide adequate service
- Risk assessment value added documentation
- Proposal cost forms
- Performance/survey information

The committee recommends the District award the services to following transportation providers, in the projected total amount of \$500,000:

- Adam Services/St. Louis Park Transportation, St. Louis Park, MN
- Anderson Bus Company, Prior Lake, MN
- Bloomington Public Schools Transportation, Bloomington, MN
- Osseo-Brooklyn School Bus Co dba American Student Transportation, Maple Grove, MN

From: Les Fujitake [mailto:Lfujitak@bloomington.k12.mn.us]

Sent: Wednesday, June 02, 2010 1:43 PM

To: Sandra L Lewandowski

Cc: Mmayer@kdv.com; Kim Agate; Deb Bunkholt; Jim Sorum; Maureen Bartolotta;
HolmanLaw Office

Subject: BPS

Sandy:

Today, I spoke to Mr. Matt Mayer, our financial auditor. Last week and today, Matt connected with Jim, of MMKR (your financial consultant) about next steps.

Matt said that Jim shared that:

- you were considering how to proceed with the process.
- you may engage your Board in a discussion about how to proceed
- you are aware that one of the options on how to proceed is to engage a mediator.

If you have a Board discussion, that discussion may be facilitated by your awareness on how our District would like to proceed. We are in favor of using a mediator. I have suggested to Matt that Tom Melcher might be an excellent candidate for mediator.

Please advise if the above next steps report I have rec'd is accurate.

Thanks

Les

From: Sandra L Lewandowski

Sent: Thursday, June 10, 2010 10:24 AM

To: Les Fujitake

Cc: Mmayer@kdv.com; Kim Agate; Deb Bunkholt; Jim Sorum; Maureen Bartolotta; HolmanLaw Office; Sara J. Ruff; linda@lindajohnsonseminars.com; Jim Eichten; Janet A. Johnson; Colleen S. Baumtrog; Wauneen B. Denson-Mgeni

Subject: RE: BPS

Les,

Thank you for the information and your suggestions. Your bullet points are consistent with my discussions with Jim Eichten.

In our earlier exchanges, we discussed a meeting with our Board Chairs, you and I, and a finance person from each of our districts. We subsequently asked our two auditors to have a discussion to propose possible suggestions on process. I would propose that we now schedule such a discussion. The meeting would be designed to produce the following outcomes:

1. Determine the willingness of both districts to use a mediator; and, identify potential mediators.
2. Identify mutually agreeable valuations that would inform the mediation process.
3. Determine timeline to proceed to resolution.

If you are amenable to scheduling the meeting, please let me know. I look forward to our continuing discussions.

Sandy

Sandra Lewandowski,
Superintendent
Intermediate District 287
1820 Xenium Lane North
Plymouth, Minnesota 55441
slewandowski@district287.org
763-550-7100 Office
763-550-7299 Fax

INTERMEDIATE DISTRICT 287
PLYMOUTH, MINNESOTA
BOARD OF EDUCATION

Regular Meeting – June 10, 2010

AGENDA SECTION: ADMINISTRATIVE SERVICES

ITEM: Resolution Authorizing the Issuance of Refunding

Certificates of Participation Series 2010C (REVISED)

PRESENTED BY: Janet A. Johnson, Director of Finance

1. Background Information

In the economic environment where long-term interest rates continue to be low, the District began working with our financial advisor, Springsted, on the feasibility of refinancing the lease/purchase arrangement for the SEC land purchase. At its May 13, 2010, meeting the Board passed a parameters resolution authorizing the Director of Finance to proceed if the District would realize a minimum net present value benefit of \$233,000 or 3%. The District sought a Moody's rating. The rating assigned was an Aa2. The sale of Refunding Certificates of Participation occurred June 10, 2010 with BMO Capital Markets as underwriters. The present value benefit through the refunding is \$808,133 or 9.785%.

Don Lifo from Springsted will be at this meeting to provide further explanation and answer questions.

2. Fiscal Impact/Funding Source: Lease principal and interest payments will be reduced by an average of \$55,079 annually for a total of \$991,425 over the life of the loan.

3. RECOMMENDED ACTION: The Board passes the attached resolution authorizing the issuance of refunding certificates of participation series 2010C and ratifying the award of the sale.

Motion by: _____ Yes ____ Passed ____

Second by: _____ Yes ____ Failed ____

Abstentions: _____



Springsted Incorporated
380 Jackson Street,
Suite 300
Saint Paul, MN 55101-
2887

Tel: 651-223-3067
Fax: 651-268-5067
dlifto@springsted.com
www.springsted.com

MEMORANDUM

TO: Board of Education
Sandy Lewandowski, Superintendent
Colleen Baumtrog, Executive Director of Administrations
Janet Johnson, Finance Director

FROM: Don Lifto, Senior Vice President
Springsted Incorporated

DATE: June 10, 2010

SUBJECT: Bond Sale Summary

Springsted Incorporated solicited bids today on behalf of Intermediate District 287. I am pleased to inform you that the District experienced a very successful sale. Below is a summary of the transaction for your information. Your legal counsel has prepared the appropriate resolution for consideration by the Board of Education.

Refunding of 2006 Wells Fargo SEC Land Lease

Par Amount of Sale:	\$7,405,000
Method of Sale:	Negotiated
Underwriter:	BMO
Interest Rate on Original Debt:	5.46%
Interest Rate on New Debt (TIC):	3.70%
Net Reduction in Future Lease Payments:	\$991,425
Net Present Value Benefit:	\$808,133 (9.785%)
Moody's Rating:	Aa2

On behalf of Springsted, I want to thank you for the opportunity to assist Intermediate District 287 on this project.

Moody's Rating Scale and Comments

"The Aa2 rating on the current certificates incorporates the general obligation credit characteristics of the 13 member school districts. The majority of the member school districts have strong general obligation ratings and sound credit fundamentals....Despite state revenue pressures, Moody's believes that the overall credit quality of the member districts will remain sound in the near term. In addition, a review of recent audited financial statements demonstrate well-managed financial operations and growing reserve levels for ISD 287."

	Moody's	S & P	Fitch
Highest	Aaa	AAA	AAA
	Aa1	AA+	AA+
	Aa2	AA	AA
	Aa3	AA-	AA-
	A1	A+	A+
	A2	A	A
	A3	A-	A-
	Baa1	BBB+	BBB+
	Baa2	BBB	BBB
	Baa3	BBB-	BBB-
Lowest (Investment Grade)			

CERTIFICATION OF MINUTES RELATING TO
\$7,405,000 REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2010C

Issuer: Intermediate District No. 287, Plymouth, Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held June 10, 2010, at 6:30 p.m., at the School District offices.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION NO. _____

RESOLUTION RELATING TO LEASE PURCHASE OF DISTRICT
FACILITIES; AUTHORIZING THE EXECUTION AND DELIVERY OF A
LEASE PURCHASE AGREEMENT AND APPROVING AND AUTHORIZING
EXECUTION OF RELATED DOCUMENTS

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 10th day of June, 2010.

School District Clerk

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

RESOLUTION RELATING TO LEASE PURCHASE OF DISTRICT FACILITIES; AUTHORIZING THE EXECUTION AND DELIVERY OF A LEASE PURCHASE AGREEMENT AND APPROVING AND AUTHORIZING EXECUTION OF RELATED DOCUMENTS

BE IT RESOLVED by the School Board (the Board) of the Intermediate District No. 287, Plymouth, Minnesota (the District), as follows:

SECTION 1. AUTHORIZATION AND SALE.

1.1. AUTHORIZATION. By resolution duly adopted on May 13, 2010 (the Authorizing Resolution), this Board authorized the sale of its Refunding Certificates of Participation and a lease purchase agreement, provided that the aggregate principal amount of the Bonds shall not exceed \$7,405,000, the total net savings is at least \$233,000, the present value benefit as a percentage of the present value of the refunded debt service is at least three percent (3%), and the true interest cost is less than 5.00% per annum, and further authorized the Superintendent and Director of Finance or Executive Director of Administrative Services to approve the sale of the Certificates and enter into a purchase agreement with BMO Capital Markets GKST Inc., in Chicago, Illinois (the Purchaser). This Board hereby determines that it is in the best interests of the District to enter into a lease purchase transaction as described below and authorizes the issuance and sale of its \$7,405,000 Refunding Certificates of Participation, Series 2010C (the Certificates) with a total net savings equal to \$808,133.25, a present value benefit as a percentage of the present value of the refunded debt service equal to nine point seven hundred eighty five percent (9.785%), and bearing interest at a true interest cost per annum of 3.7044% in order to provide funds to currently refund and prepay the Lease Agreement dated as of January 6, 2006 by and between Wells Fargo Brokerage Services, LLC, as Lessor, and the District, as Lessee, pursuant to Minnesota Statutes, Sections 123B.51 and 465.71.

1.2. SALE. A proposal that meets the requirements set forth in the Authorizing Resolution has been received from the Purchaser to purchase the Certificates at a price of \$7,416,933.72, on the further terms and conditions hereinafter set forth.

1.3. RATIFICATION OF AWARD. Pursuant to the Authorizing Resolution, the sale of the Certificates has been awarded by the Superintendent or Director of Finance or Executive Director of Administrative Services to the Purchaser. The sale of the Certificates to the Purchaser and the execution of the Certificate Purchase Agreement by the Superintendent or Director of Finance or Executive Director of Administrative Services for the sale of the Certificates with the Purchaser are hereby ratified in all respects.

SECTION 2. DOCUMENTS.

2.1. LEASE PURCHASE AGREEMENT. The District has agreed with Wells Fargo Bank, National Association in Minneapolis, Minnesota (the Trustee) that the Trustee will lease

and agree to sell the Project to the District pursuant to a Lease Purchase Agreement between the Trustee and the District (the Lease).

2.2. TRUST AGREEMENT. The Trustee will execute and deliver a Trust Agreement (the Trust Agreement), joined in by the District, pursuant to which the Trustee will (i) issue the Certificates representing interests in the Rental Payments (as defined in the Lease) to be made by the District under the Lease and (ii) receive the proceeds of the sale of the Certificates and disburse such proceeds to acquire the Project and pay costs of issuance of the Certificates.

2.3. FORM OF DOCUMENTS. In connection with the proposed financing and the issuance of the Certificates, forms of the Lease and Trust Agreement have been prepared, submitted to the District and filed with the Clerk.

SECTION 3. APPROVAL OF DOCUMENTS.

3.1. The Lease and Trust Agreement are hereby approved. The Lease and Trust Agreement shall be executed in the name and on behalf of the District by the Chairperson and Clerk in substantially the form on file, but with such final changes therein as may be approved by the officers executing the same, which approval shall be conclusively evidenced by the execution thereof. The Chairperson and Clerk are also authorized and directed to execute such closing certificates and other documents as may be necessary to complete the issuance and delivery of the Certificates.

3.2. The District hereby consents to the circulation of a final Official Statement to be prepared substantially in the form of the preliminary Official Statement on file with the District. The Chairperson and Clerk are authorized to approve the final terms of the final Official Statement and to execute such certificates relating to the sufficiency, accuracy and completeness of the information contained therein as may be reasonably necessary in connection with the issuance and sale of the Certificates.

SECTION 4. ISSUANCE OF CERTIFICATES. All acts, conditions and things which are required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed precedent to and in the valid issuance of the Certificates having been done, now existing, having happened and having been performed, the District shall proceed forthwith to cause the Trustee to issue the Certificates in the form and upon the terms set forth in the Trust Agreement and the proposal received by the Purchaser described in Section 1.2 herein. The Chairperson and Clerk are authorized to approve the final terms of the Certificates, which approval shall be conclusively evidenced by the execution of the Trust Agreement by said officers. The Certificates shall be prepared, executed and delivered as prescribed in the Trust Agreement and the officers of the District shall deliver to the Trustee a certified copy of this resolution and other documents required by the Trust Agreement, for authentication and delivery to the Purchaser. The Trustee is hereby appointed authenticating agent with respect to the Certificates, and as paying agent for the Certificates pursuant to the Trust Agreement.

SECTION 5. PAYMENT OF RENTAL PAYMENTS. The District will pay to the Trustee promptly when due, all of the Rental Payments and other amounts required by the Lease. The agreements of the District in this section are subject to the provisions for termination set forth in

the Lease, which shall provide that the Lease will be subject to termination by the District, without penalty, at the end of any fiscal year of the District, in accordance with the terms thereof, and the full faith and credit and ad valorem taxing powers of the District are not pledged to the payment of the District's obligations under the Lease or the Certificates.

SECTION 6. TAX AND ARBITRAGE MATTERS.

6.1. COVENANT. The District covenants and agrees with the owners from time to time of the Certificates, 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 component of the Rental Payments received by the registered owners of the Certificates to become subject to taxation under the Internal Revenue Code of 1986, as amended (the Code) and any regulations issued thereunder (the Treasury Regulations), in effect at the time of such action, 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 the interest component of the Rental Payments received by the registered owners of the Certificates will not become subject to taxation under the Code and the Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Certificates. So long as the Certificates are outstanding, the District will not enter into any lease, use agreement or other contract or agreement respecting the Leased Property subject to the Lease which would cause the Lease and Certificates to be considered a "private activity bond" or "private loan bond" pursuant to the provisions of Section 141 of the Code.

6.2. ARBITRAGE CERTIFICATION. The Chairperson and Clerk being the officers of the District charged with the responsibility for issuing the Lease and Certificates pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser a certificate in accordance with the provisions of Section 148 of the Code, and Section 1.148-2(b) of the Treasury Regulations, stating the facts, estimates and circumstances in existence on the date of issue and delivery of the Lease and Certificates which make it reasonable to expect that the proceeds of the Lease and Certificates will not be used in a manner that would cause the Lease and Certificates to be an arbitrage bond within the meaning of the Code and Treasury Regulations. The District reserves the right to avail itself of any of the spending exceptions to arbitrage rebate set forth in Section 148(f) of the Code and related Treasury Regulations.

6.3. QUALIFIED TAX-EXEMPT OBLIGATIONS. The Board hereby designates the Lease as it relates to the Certificates, and the Certificates as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and hereby finds that the reasonably anticipated amount of qualified tax-exempt obligations which are not private activity bonds which will be issued by the District during calendar year 2010 does not exceed \$30,000,000.

6.4. ARBITRAGE REBATE. The District acknowledges that the arbitrage rebate requirements of Section 148(f)(4)(D) of the Code are applicable to the Certificates. The District hereby covenants and agrees to make computations, retain records and pay amounts to the United States at the times and in the manner required by said Section 148(f)(4)(D) of the Code. The District reserves the right to avail itself of any of the spending exceptions to arbitrage rebate set forth in Section 148(f) of the Code and related Treasury Regulations.

SECTION 7. CONTINUING DISCLOSURE. (a) **Purpose and Beneficiaries.** To provide for the public availability of certain information relating to the Certificates and the security therefor and to permit the Purchaser and other participating underwriters in the primary offering of the Certificates to comply with amendments to Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12), relating to continuing disclosure (as in effect and interpreted from time to time, the Rule), which will enhance the marketability of the Certificates, the District hereby makes the following covenants and agreements for the benefit of the Owners (as hereinafter defined) from time to time of the outstanding Certificates. The District is the only obligated person in respect of the Certificates within the meaning of the Rule for purposes of identifying the entities in respect of which continuing disclosure must be made. The District has complied in all material respects with any undertaking previously entered into by it under the Rule. If the District fails to comply with any provisions of this section, any person aggrieved thereby, including the Owners of any outstanding Certificates, may take whatever action at law or in equity may appear necessary or appropriate to enforce performance and observance of any agreement or covenant contained in this section, including an action for a writ of mandamus or specific performance. Direct, indirect, consequential and punitive damages shall not be recoverable for any default hereunder to the extent permitted by law. Notwithstanding anything to the contrary contained herein, in no event shall a default under this section constitute a default under the Certificates or under any other provision of this resolution. As used in this section, Owner or Certificateowner means, in respect of a Certificate, the registered owner or owners thereof appearing in the bond register maintained by the Registrar or any Beneficial Owner (as hereinafter defined) thereof, if such Beneficial Owner provides to the Registrar evidence of such beneficial ownership in form and substance reasonably satisfactory to the Registrar. As used herein, Beneficial Owner means, in respect of a Certificate, any person or entity which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, such Certificate (including persons or entities holding Certificates through nominees, depositories or other intermediaries), or (b) is treated as the owner of the Certificate for federal income tax purposes.

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

- (1) on or before 365 days after the end of each fiscal year of the District, commencing with the fiscal year ending June 30, 2010, the following financial information and operating data in respect of the District (the Disclosure Information):
 - (A) the audited financial statements of the District for such fiscal year, containing balance sheets as of the end of such fiscal year and a statement of operations, changes in fund balances and cash flows for the fiscal year then ended, showing in comparative form such figures for the preceding fiscal year of the District, prepared in accordance with generally accepted accounting principles promulgated by the Financial Accounting Standards Board as modified in accordance with the governmental accounting standards promulgated by the Governmental Accounting Standards Board or as otherwise provided under Minnesota law, as in effect from time to time, or, if and to the extent such

financial statements have not been prepared in accordance with such generally accepted accounting principles for reasons beyond the reasonable control of the District, noting the discrepancies therefrom and the effect thereof, and certified as to accuracy and completeness in all material respects by the fiscal officer of the District; and

- (B) to the extent not included in the financial statements referred to in paragraph (A) hereof, the information for such fiscal year or for the period most recently available of the type contained in the Official Statement under headings: District Property Values; District Indebtedness; District Tax Rates, Levies and Collections; and District Enrollment and Employment, which information may be unaudited.

Notwithstanding the foregoing paragraph, if the audited financial statements are not available by the date specified, the District shall provide on or before such date unaudited financial statements in the format required for the audited financial statements as part of the Disclosure Information and, within 10 days after the receipt thereof, the District shall provide the audited financial statements. Any or all of the Disclosure Information may be incorporated by reference, if it is updated as required hereby, from other documents, including official statements, which have been filed with the SEC or have been made available to the public on the Internet Web site of the Municipal Securities Rulemaking Board (the MSRB). The District shall clearly identify in the Disclosure Information each document so incorporated by reference. If any part of the Disclosure Information can no longer be generated because the operations of the District have materially changed or been discontinued, such Disclosure Information need no longer be provided if the District includes in the Disclosure Information a statement to such effect; provided, however, if such operations have been replaced by other District operations in respect of which data is not included in the Disclosure Information and the District determines that certain specified data regarding such replacement operations would be a Material Fact (as defined in paragraph (2) hereof), then, from and after such determination, the Disclosure Information shall include such additional specified data regarding the replacement operations. If the Disclosure Information is changed or this section is amended as permitted by this paragraph (b)(1) or subsection (d), then the District shall include in the next Disclosure Information to be delivered hereunder, to the extent necessary, an explanation of the reasons for the amendment and the effect of any change in the type of financial information or operating data provided.

- (2) In a timely manner, notice of the occurrence of any of the following events which is a Material Fact (as hereinafter defined):

- (A) Principal and interest payment delinquencies;
- (B) Non-payment related defaults;
- (C) Unscheduled draws on debt service reserves reflecting financial difficulties;
- (D) Unscheduled draws on credit enhancements reflecting financial difficulties;
- (E) Substitution of credit or liquidity providers, or their failure to perform;
- (F) Adverse tax opinions or events affecting the tax-exempt status of the security;
- (G) Modifications to rights of security holders;
- (H) Certificate calls;

- (I) Defeasances;
- (J) Release, substitution, or sale of property securing repayment of the securities;
and
- (K) Rating changes.

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

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

(c) Manner of Disclosure.

- (1) The District agrees to make available to the MSRB, in an electronic format as prescribed by the MSRB from time to time, the information described in subsection (b).
- (2) The District further agrees to make available, by electronic transmission, overnight delivery, mail or other means, as appropriate, the information described in subsection (b) to any rating agency then maintaining a rating of the Certificates at the request of the District and, at the expense of such Certificateowner, to any Certificateowner who requests in writing such information, at the time of transmission under paragraph (1) of this subsection (c), or, if such information is transmitted with a subsequent time of release, at the time such information is to be released.

- (3) All documents provided to the MSRB pursuant to this subsection (c) shall be accompanied by identifying information as prescribed by the MSRB from time to time.

(d) Term; Amendments; Interpretation.

- (1) The covenants of the District in this section shall remain in effect so long as any Certificates are outstanding. Notwithstanding the preceding sentence, however, the obligations of the District under this section shall terminate and be without further effect as of any date on which the District delivers to the Registrar an opinion of Bond Counsel to the effect that, because of legislative action or final judicial or administrative actions or proceedings, the failure of the District to comply with the requirements of this section will not cause participating underwriters in the primary offering of the Certificates to be in violation of the Rule or other applicable requirements of the Securities Exchange Act of 1934, as amended, or any statutes or laws successory thereto or amendatory thereof.
- (2) This section (and the form and requirements of the Disclosure Information) may be amended or supplemented by the District from time to time, without notice to (except as provided in paragraph (c)(3) hereof) or the consent of the Owners of any Certificates, by a resolution of this Board filed in the office of the recording officer of the District accompanied by an opinion of Bond Counsel, who may rely on certificates of the District and others and the opinion may be subject to customary qualifications, to the effect that: (i) such amendment or supplement (a) is made in connection with a change in circumstances that arises from a change in law or regulation or a change in the identity, nature or status of the District or the type of operations conducted by the District, or (b) is required by, or better complies with, the provisions of paragraph (b)(5) of the Rule; (ii) this section as so amended or supplemented would have complied with the requirements of paragraph (b)(5) of the Rule at the time of the primary offering of the Certificates, giving effect to any change in circumstances applicable under clause (i)(a) and assuming that the Rule as in effect and interpreted at the time of the amendment or supplement was in effect at the time of the primary offering; and (iii) such amendment or supplement does not materially impair the interests of the Certificateowners under the Rule.

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

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

SECTION 8. ADDITIONAL AUTHORIZATIONS. In the absence or other unavailability of the Chairperson, any document authorized in this resolution to be executed by the Chairperson may be executed by the Acting Chairperson and, in the absence or other unavailability of the Clerk, any document authorized in this resolution to be executed by the Clerk may be executed by the Acting Clerk.

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Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

INTERMEDIATE DISTRICT NO. 287

Refunding Certificates of Participation, Series 2010C

CERTIFICATE PURCHASE AGREEMENT

Dated as of June 10, 2010

\$7,405,000 REFUNDING CERTIFICATES OF PARTICIPATION, SERIES 2010C
INTERMEDIATE DISTRICT NO. 287

CERTIFICATE PURCHASE AGREEMENT

Members of the Board
Intermediate District No. 287
Plymouth, Minnesota

Board Members:

The undersigned, BMO Capital Markets GKST Inc., Chicago, Illinois, acting on behalf of themselves (the "Purchaser"), and not as agent or fiduciary for you, hereby offers to enter into the following agreement with Intermediate District No. 287, Plymouth, Minnesota, (the "Issuer"), which, upon the Issuer's acceptance and approval of this offer, will be binding upon the Issuer and upon the Purchaser.

1. Upon the terms and conditions and upon the basis of the representations, warranties and covenants set forth herein, the Purchaser hereby agrees to purchase from the Issuer, and the Issuer hereby agrees to sell and deliver to the Purchaser, all (but not less than all) of the \$7,405,000 aggregate principal amount of the Intermediate District No. 287 Refunding Certificates of Participation, Series 2010C (the "Certificates"). The Certificates shall be dated as of the date of issuance thereof, mature, be subject to redemption and bear interest at the rates per annum set forth on Appendix A attached hereto, such interest being payable on February 1 and August 1 of each year, commencing February 1, 2011. The purchase price for the Certificates shall be \$7,416,933.72, which is equal to the principal amount of the Certificates plus \$49,669.60 of net original issue premium, less underwriter's discount of \$37,735.88, no interest having accrued on the Certificates (calculated on the basis of a 360-day year) from their dated date to the date of the payment for and delivery of the Certificates pursuant to Paragraph 7 hereof (such payment and delivery and the other actions contemplated hereby to take place at the time of such payment and delivery being herein sometimes called the "Closing").

2. The Certificates shall be as described in, and shall be issued and secured under, the provisions of Minnesota Statutes, Sections 465.71 and 126C.40 and Chapters 136D and 471 (together, the "Act"), the provisions of the resolution duly adopted by the Issuer on June 10, 2010 (the "Resolution") and the Trust Agreement dated as of June 30, 2010 (the "Trust Agreement"), between the Issuer and Wells Fargo Bank, National Association (the "Trustee"). The Certificates shall be payable at the principal corporate office of the Trustee as described in the Trust Agreement. Proceeds of the sale of the Certificates will be used to pay the costs of refinancing the Issuer's Lease Loan, Series 2006 (South Education Center Land Purchase), dated January 6, 2006 by and between the Issuer and Wells Fargo Brokerage Services, LLC.

3. It shall be a condition to the Issuer's obligations to sell and to deliver the Certificates to the Purchaser and to the obligation of the Purchaser to purchase, accept delivery of and pay for the Certificates that the entire \$7,405,000 aggregate principal amount of the Certificates authorized by the Resolution shall be issued, sold and delivered by the Issuer and purchased, accepted and paid for by the Purchaser at the Closing.

4. (a) The Issuer shall deliver or cause to be delivered to the Purchaser (at the Issuer's expense), promptly after acceptance hereof, copies of the final official statement relating to the

Certificates, inclusive of appendices and exhibits thereto (the “Official Statement”), with only such changes as shall have been accepted by the Purchaser. The Issuer has heretofore authorized and hereby ratifies the distribution by the Purchaser of the Preliminary Official Statement dated June 4, 2010 (the “Preliminary Official Statement”) in offering the Certificates for public sale to prospective purchasers of the Certificates.

(b) The Issuer agrees to deliver to the Purchaser, at such addresses as the Purchaser shall specify, as many copies of the final Official Statement as the Purchaser shall reasonably request as necessary to comply with Paragraph (b)(4) of Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934 (the “Rule”) and all other applicable rules of the municipal securities rule-making board. The Issuer agrees to deliver such final Official Statements within seven business days after the execution hereof.

(c) The Purchaser agrees that it shall, until a final Official Statement is available, send or cause to be sent no later than the next business day, by first class mail or other equally prompt means, to any potential customer, on request, one or more copies of the Preliminary Official Statement, as most recently supplemented or amended.

(d) The Issuer represents and warrants to and agrees with the Purchaser that the statements and information contained in the Official Statement are, and will be as of the Closing, true and correct in all material respects and do not, and will not as of the Closing, contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements made therein, in light of the circumstances under which they are made, not misleading. If, at any time prior to twenty-five (25) days following the end of the underwriting period, any event occurs with respect to the Issuer as a result of which the Official Statement as then amended or supplemented might include an untrue statement of a material fact, or omit to state any fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the Issuer shall promptly notify the Purchaser in writing of such events. Any information supplied by the Issuer for inclusion in any amendments or supplements to the Official Statement will not contain any untrue or misleading statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. Any amendment of or supplement to the Official Statement to be distributed pursuant to this Paragraph (d), shall contain a statement that the Purchaser has neither participated in the preparation thereof nor made any independent investigation of the facts contained therein and does not assume any responsibility for the sufficiency, accuracy or completeness of the information contained therein.

5. The Issuer represents and warrants to and agrees with the Purchaser that:

(a) the Issuer is a political subdivision of the State of Minnesota (the “State”) organized and existing under the Constitution and laws of the State and has, and at the date of the Closing will have, full legal right, power and authority to (i) enter into this Certificate Purchase Agreement, (ii) adopt the Resolution, the Trust Agreement and the Lease-Purchase Agreement and Ground Lease and Easement Agreement each dated as of June 30, 2010 and between the Issuer and the Trustee (the documents described in (ii) of this paragraph together, the “Issuer Documents”) and (iii) issue, sell and deliver the Certificates to the Purchaser as provided herein, (iv) carry out and consummate the transactions contemplated by this Certificate Purchase Agreement, the Issuer Documents and the Official Statement prepared in connection with the Certificates;

(b) the Issuer has complied, and will at the Closing be in compliance, in all respects related to the transactions contemplated hereby, with the Issuer Documents and the Constitution and laws of the State including the Act;

(c) by official action of the Issuer prior to or concurrently with the acceptance hereof, the Issuer has duly adopted the Resolution, has duly authorized and approved the execution and delivery of, and the performance by the Issuer of the obligations on its part contained in, the Issuer Documents and this Certificate Purchase Agreement, and has duly authorized and approved the consummation by it of all other transactions contemplated by this Certificate Purchase Agreement;

(d) the Issuer is not in breach of or default under any applicable law or administrative regulation of the State or the United States in any manner relating to or affecting the transactions contemplated hereby and is not in breach of or default under any applicable judgment or decree or any loan agreement, note, resolution, ordinance, agreement or other instrument to which the Issuer is a party or is otherwise subject, except as described in the Official Statement; and the execution and delivery of the Certificates, the Issuer Documents and this Certificate Purchase Agreement and compliance with the provisions of each thereof, will not conflict with or constitute a breach of or default under any constitutional provision, law, regulation, judgment, decree, order, loan agreement, note, resolution, ordinance, agreement or other instrument to which the Issuer is a party or is otherwise subject;

(e) all approvals, consents and orders of any governmental authority, board, agency or commission having jurisdiction which would constitute a condition precedent to the performance by the Issuer of its obligations hereunder and under the Issuer Documents and the Certificates have been obtained;

(f) the Certificates, when issued, authenticated and delivered in accordance with the Issuer Documents and sold to the Purchaser as provided herein, will be validly issued and outstanding revenue obligations of the Issuer entitled to the benefits of the Issuer Documents;

(g) there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or, to the knowledge of the Issuer, threatened against or affecting the Issuer or affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the sale, issuance or delivery of the Certificates, or in any way contesting or affecting the transactions contemplated hereby or by the Official Statement or the validity or enforceability of the Certificates, the Issuer Documents or this Certificate Purchase Agreement or contesting the powers of the Issuer or any authority for the issuance of the Certificates, the adoption of the Resolution or the execution and delivery of this Certificate Purchase Agreement or the Issuer Documents;

(h) the Issuer will not take or omit to take any action which action or omission will in any way cause the proceeds from the sale of the Certificates to be applied in a manner contrary to that provided for in the Issuer Documents;

(i) the issuance, sale and delivery of the Certificates to the Purchaser will not be subject to any transfer or other documentary stamp taxes of the State or any political subdivision thereof;

(j) any certificate signed by an authorized officer of the Issuer and delivered to the Purchaser shall be deemed a representation and warranty to the Purchaser as to the statements made therein;

(k) the Issuer does not intend to issue any bonds, notes or other obligations under the Resolution for a period of 90 consecutive days following delivery of the Certificates to the Purchaser.

6. At 10:00 o'clock A.M., Central Standard Time, on June 30, 2010, or at such other time or on such other date as shall have been mutually agreed upon by the Issuer and the Purchaser, the Issuer will deliver the Certificates to the Purchaser in definitive form, duly executed and authenticated, together with the other documents hereinafter mentioned, and, subject to the terms and conditions hereof, the Purchaser will accept such delivery and pay the purchase price of the Certificates as set forth in Paragraph 1 hereof in federal funds payable to the order of the Issuer. Delivery and payment as aforesaid shall be made at the offices of Dorsey & Whitney LLP, in Minneapolis, Minnesota, or at such other place as shall have been mutually agreed upon by the Issuer and the Purchaser. The Certificates shall be delivered in definitive form in denominations authorized by the Issuer Documents, shall be prepared and delivered as fully registered obligations and registered as directed by the Purchaser.

7. The Purchaser has entered into this Certificate Purchase Agreement in reliance upon the representations and warranties of the Issuer contained herein and to be contained in the documents and instruments to be delivered by the Issuer at the Closing and upon the performance by the Issuer of its obligations hereunder, both as of the date hereof and as of the date of the Closing. Accordingly, the Purchaser's obligations under this Certificate Purchase Agreement to purchase, to accept delivery of and to pay for the Certificates shall be subject to the performance by the Issuer of its obligations to be performed hereunder and under such documents and instruments at or prior to the Closing, and shall also be subject to the following conditions (any or all of which may be waived by the Purchaser in its discretion):

(a) the representations and warranties of the Issuer contained herein shall be true, complete and correct on the date hereof and on and as of the date of the Closing, as if made on the date of the Closing;

(b) at the time of the Closing, all necessary official action of the Issuer relating to the Issuer Documents shall have been taken and the Issuer Documents shall be in full force and effect, and shall not have been amended, modified or supplemented except as may have been agreed to by the Purchaser and the Issuer;

(c) the Purchaser shall have the right to terminate its obligations under this Certificate Purchase Agreement to purchase, to accept delivery of and to pay for the Certificates by notifying the Issuer of its election to do so if, after the execution hereof and prior to the Closing: (i) legislation shall be enacted by the House of Representatives or the Senate of the Congress of the United States, or recommended to the Congress of the United States for passage by the President of the United States, or favorably reported for passage to either the House of Representatives or the Senate by any committee of either such body to which such legislation has been referred for consideration, a decision by a court established under Article III of the Constitution of the United States, or by the Tax Court of the United States, shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal income taxation, or any

other event shall have occurred which results in the imposition of federal income taxation, upon revenues or other income of the general character to be derived and pledged by the Issuer under the Issuer Documents or by any similar body under similar circumstances or upon interest received on obligations of the general character of the Certificates, which, in the Purchaser's judgment, materially adversely affects the market price of the Certificates; (ii) any legislation, ordinance, rule or regulation shall be introduced in, or be enacted by, any governmental body, department or agency in the State, or a decision by any court of competent jurisdiction within the State shall be rendered which, in the Purchaser's judgment, materially adversely affects the market price of the Certificates; (iii) a stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission shall be proposed or made to the effect that the issuance, offering or sale of the Certificates or obligations of the general character of the Certificates is in violation or would be in violation unless registered or otherwise qualified under any provisions of the Securities Act of 1933, as amended and as then in effect (the "Securities Act"), or the Issuer is required to be registered under the Securities Exchange Act of 1934, as amended and as then in effect, or any of the Issuer Documents is required to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect (the "Trust Indenture Act"); (iv) legislation shall be introduced in or be enacted by the House of Representatives or the Senate of the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, or a ruling, regulation or official statement by or on behalf of the Securities and Exchange Commission (including a no action or interpretive letter of the staff thereof) or other governmental agency having jurisdiction of the subject matter shall be made or proposed to the effect that the Certificates or an obligation or obligations of the general character of the Certificates are not exempt from registration, qualification or other requirements of the Securities Act or of the Trust Indenture Act; (v) a general banking moratorium shall have been established by federal, State of Minnesota or Illinois authorities; (vi) a war involving the United States of America shall have been declared, or any other national or international calamity shall have occurred; (vii) in the Purchaser's judgment, the market price of the Certificates is adversely affected because: (A) additional material restrictions not in force as of the effective date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange; (B) the New York Stock Exchange or other national securities exchange, or any governmental authority, shall impose, as to the Certificates or similar obligations, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of underwriter; (C) any conflict involving the armed forces of the United States of America shall have occurred; or (D) there shall have occurred a default with respect to the debt obligations of or the institution of proceedings under the Federal bankruptcy laws by or against any state of the United States or any city located in the United States having a population of over one million; (viii) there shall have occurred any change in, or any development involving a prospective change in, or affecting the financial condition of the Issuer generally which, in the Purchaser's judgment, materially adversely affects the market price of the Certificates; (ix) any litigation shall be instituted, pending or threatened to restrain or enjoin the issuance or sale of the Certificates or in any way contesting or affecting any authority for or the validity of the Certificates, or the existence or powers of the Issuer; (x) if, in the opinion of counsel to the Purchaser, the contemplated distribution of the Certificates must be registered under the Securities Act or any of the Issuer Documents must be qualified under the Trust Indenture Act; or (xi) legislation shall be enacted or any action shall be taken by the Securities and Exchange Commission which, in the opinion of counsel to the Purchaser, has the effect of requiring

the Certificates to be registered under the Securities Act or the Issuer Documents to be qualified under the Trust Indenture Act;

(d) at or prior to the Closing, the Purchaser and the Issuer shall have received each of the following documents:

(i) the Resolution certified by the Clerk of the Issuer as having been duly adopted by the Issuer and as being in effect, with only such changes or amendments as may have been agreed to by the Purchaser;

(ii) the unqualified approving opinion, dated the date of the Closing, of Dorsey & Whitney LLP, Bond Counsel to the Issuer, in form and substance acceptable to the Purchaser;

(iii) a certificate dated the date of the Closing and signed by the Chair and Clerk of the Issuer to the effect that: (A) the representations and warranties of the Issuer contained herein are true and correct in all material respects on and as of the date of the Closing as if made on the date of the Closing; (B) no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, is pending or to the best of their knowledge, threatened against the Issuer, affecting the corporate existence of the Issuer or the titles of its officers to their respective offices or seeking to prohibit, restrain or enjoin the issuance, delivery or sale of the Certificates or the collection of taxes, which taxes are pledged to pay the principal of and interest on the Certificates or in any way contesting or affecting the validity or enforceability of the Certificates, the Issuer Documents, this Certificate Purchase Agreement, or contesting the powers of the Issuer or any authority for the issuance of the Certificates, the adoption of the Resolution or the execution of the Issuer Documents and this Certificate Purchase Agreement, wherein an unfavorable decision, ruling or finding would materially adversely affect the validity or enforceability of the Certificates, the Resolution, the Issuer Documents or this Certificate Purchase Agreement and that there is no litigation pending or, to the best of their knowledge, threatened against the Issuer or involving any of the property or assets under the control of the Issuer which involves the possibility of any judgment or liability, not fully covered by insurance, which may result in any material adverse change in the business, properties, assets or in the condition, financial or otherwise, of the Issuer (but in lieu of or in conjunction with such certificate the Purchaser may, in its sole discretion, accept certificates or opinions of counsel to the Issuer, that in its opinion the issues raised in any such pending or threatened litigation are without substance or that the contentions of all plaintiffs therein are without merit); and (C) the Issuer has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing;

(iv) a specimen Certificate;

(v) a copy of the executed Information Return for Tax-Exempt Governmental Bond Issuers, Form 8038-G relating to the Certificates;

(vi) a transcript of all proceedings relating to the authorization and issuance of the Certificates;

(vii) an executed copy of a tax certificate of the Issuer relating to matters affecting the exclusion from gross income for federal income tax purposes of interest on the Certificates, including the use of proceeds of sale of the Certificates, in form and substance satisfactory to Bond Counsel;

(viii) a certificate of the Trustee, executed by an authorized officer thereof, as to the due authentication of the Certificates by duly authorized officers of the Trustee;

(ix) an opinion of disclosure counsel to the Issuer, in form satisfactory to the Issuer and Purchaser;

(x) such additional legal opinions, certificates and other documents as Bond Counsel may reasonably request to enable such counsel to render their opinions or to evidence compliance with legal requirements and the due performance or satisfaction by the Issuer on or prior to the date of the Closing of all agreements then to be performed and all conditions then to be satisfied by the Issuer.

All of the legal opinions, certificates and other documents mentioned above or elsewhere in this Certificate Purchase Agreement shall be deemed to be in compliance with the provisions hereof if, but only if, they are in form and substance satisfactory to the Purchaser. If the Issuer shall be unable to satisfy the conditions to the obligations of the Purchaser to purchase, to accept delivery of and to pay for the Certificates contained in this Certificate Purchase Agreement, or if the obligations of the Purchaser to purchase, to accept delivery of and to pay for the Certificates shall be terminated for any reason permitted by this Certificate Purchase Agreement, this Certificate Purchase Agreement shall terminate and neither the Purchaser nor the Issuer shall be under further obligation hereunder, except that the respective obligations of the Issuer and the Purchaser set forth in Paragraph 8 hereof shall continue in full force and effect.

8. The Purchaser shall be under no obligation to pay, and the Issuer shall pay (or cause to be paid from Certificate proceeds) at Closing, all expenses incurred in connection with the issuance of the Certificates and all expenses incident to the performance of the Issuer's obligations hereunder, including, but not limited to: (a) the fees and disbursements of Bond Counsel; (b) the cost of printing the Certificates; (c) the fees and disbursements of the Trustee; and (d) costs and expenses directly incurred by the Issuer.

9. All representations, warranties, and agreements of the Issuer shall remain operative and in full force and effect, regardless of any investigations made by or on behalf of the Purchaser and shall survive the Closing.

10. Any notice or other communication to be given to the Issuer under this Certificate Purchase Agreement may be given by delivering the same in writing at the Issuer's address set forth above, and any notice or other communication to be given to the Purchaser under this Certificate Purchase Agreement may be given by delivering the same in writing to 115 S. LaSalle, 36th Floor, Chicago, Illinois, 60603.

11. This Certificate Purchase Agreement is made solely for the benefit of the Issuer and the Purchaser (including the successors or assigns of the Purchaser) and no other person shall acquire or have any right hereunder or by virtue hereof.

12. This Certificate Purchase Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

13. This Certificate Purchase Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14. This Certificate Purchase Agreement shall become effective upon the execution of the acceptance and approval hereof by the Chair and Clerk and shall be valid and enforceable as of the time of such acceptance and approval.

EXECUTED BY THE PURCHASER ON JUNE 10, 2010, 2 A.M. / 9 P.M., C.S.T.

Very truly yours,

BMO CAPITAL MARKETS GKST INC.
as Purchaser

By 
Its Managing Director

ACCEPTED BY THE ISSUER ON JUNE 10, 2010, _____ A.M. / P.M., C.S.T.

INTERMEDIATE DISTRICT NO. 287

By _____
Chair

And _____
Clerk

APPENDIX A

Intermediate District No. 287
\$7,405,000 Refunding Certificates of Participation, Series 2010C

MATURITY SCHEDULE

<u>Maturity Date</u> <u>(February 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>
2011	\$115,000	2.00%	0.90%
2012	330,000	2.00	1.20
2013	335,000	2.25	1.55
2014	340,000	2.75	1.90
2015	350,000	3.00	2.25
2016	360,000	3.25	2.65
2017	375,000	4.00	2.95
2018	390,000	4.00	3.15
2019	405,000	4.00	3.35
2020	420,000	4.25	3.55
2022	895,000	3.25	3.65
2025	1,460,000	3.75	3.90
2026	520,000	3.875	4.00
2027	545,000	4.00	4.10
2028	565,000	4.00	4.15

Optional Redemption.

The Certificates due on or after February 1, 2021 are subject to redemption and prepayment, upon the School District's exercise of its option to pay the unpaid balance of the Lease Payments, in whole or in part, on February 1, 2020, and any date thereafter, from any money that may be made available for such purpose, at a price of par plus accrued interest to the redemption date.

Mandatory Redemption

The Certificates maturing on February 1, 2022 are subject to mandatory redemption, in part, pursuant to the operation of the sinking fund provided for in the Trust Agreement, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the redemption date, on February 1, of the years and in the principal amounts, as follows:

For the Certificates Maturing February 1, 2022

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2021	\$440,000	2022*	\$455,000

* final maturity

The Certificates maturing on February 1, 2025 are subject to mandatory redemption, in part, pursuant to the operation of the sinking fund provided for in the Trust Agreement, at a redemption price equal to the principal amount thereof to be redeemed, plus accrued interest to the redemption date, on February 1, of the years and in the principal amounts, as follows:

For the Certificates Maturing February 1, 2025

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$470,000	2025*	\$505,000
2024	485,000		

* final maturity

Extraordinary Redemption of Certificates.

The Certificates shall be subject to extraordinary redemption and prepayment, in whole but not in part, at the option of the District on any date upon the conditions and terms set forth below if there occurs an event of damage, destruction or condemnation relating to the Leased Property and the District determines that rebuilding, restoration and replacement of the Leased Property to an acceptable condition would not be economically feasible. Such extraordinary optional redemption shall be at a price equal to the principal amount to be redeemed plus accrued interest to the redemption date without premium.

All capitalized terms used but not defined in this Exhibit A shall have the meanings given such terms in the Issuer Documents.

-----Original Message-----

From: MOODY'S EPI [mailto:epi@moodys.com]
Sent: Wednesday, June 09, 2010 9:14 AM
To: Janet A. Johnson
Subject: Plymouth Intermediate School District 287, MN

MOODY'S ASSIGNS Aa2 RATING TO PLYMOUTH INTERMEDIATE SCHOOL DISTRICT NO. 287 (MN) \$7.5 MILLION REFUNDING COPS, SERIES 2010C

Aa2 RATING APPLIES TO \$20.8 MILLION OF OUTSTANDING COPS, INCLUDING CURRENT OFFERING

Plymouth Intermediate School District 287, MN
Primary & Secondary Education
Minnesota

Moody's Rating

Issue	Rating
Refunding Certificates of Participation, Series 2010C	Aa2
Sale Amount	\$7,495,000
Expected Sale Date	06/10/10
Rating Description	Certificates of Participation

NEW YORK, June 9, 2010 -- Moody's Investors Service has assigned a Aa2 rating to the Plymouth Intermediate School District No. 287 (MN) \$7.5 million Refunding Certificates of Participation, Series 2010C. Concurrently, Moody's has affirmed the Aa2 rating on the district's outstanding certificates of participation. Plymouth ISD 287 has \$20.8 million of outstanding certificates of participation, including the current issue. Proceeds of the Series 2010C certificates will current refund outstanding maturities of the district's Lease Loan, Series 2006, the proceeds of which financed the purchase of land for a new school building. The current refunding is being issued to achieve estimated interest savings. Debt service on the Series 2010C certificates is secured by a pledge of lease payments to be received by the trustee (Wells Fargo Bank, NA, senior unsecured rated Aa2/stable outlook) from ISD 287, subject to annual appropriation by ISD 287. The primary source of the lease payments will be capital levy revenues from the member school districts of ISD 287, as well as tuition payments from non-member school districts that use ISD 287 facilities and services. Assignment and affirmation of the Aa2 rating reflects the essentiality of the land that was purchased with proceeds of the issue to be refunded; the annual risk of non-appropriation by ISD 287; the availability of a dedicated, though limited, capital levy for member school districts to use for lease payments; the limited revenue raising ability of the obligor; the district's role as a provider of special education and other essential services for independent school districts; and the general obligation credit characteristics of the member districts and several non-member districts.

INTERMEDIATE SCHOOL DISTRICT PROVIDES SPECIAL EDUCATION AND OTHER ESSENTIAL PROGRAMMING FOR MULTIPLE INDEPENDENT DISTRICTS

Established in 1967, ISD 287 provides vocational, technical, and special education programs to students from numerous Minnesota school districts, primarily those located in Hennepin County (general obligation rated Aaa/stable outlook). ISD 287 membership currently consists of 13 districts: Hopkins Independent School District No. 270 (Aa3); Bloomington Independent School District No. 271 (Aa1); Eden Prairie Independent School District No. 272 (Aa1); Edina Independent School District No. 273 (Aaa); Minnetonka Independent School District No. 276 (Aaa); Westonka Independent School District No. 277 (not rated); Orono Independent School District No. 278 (Aa2); Osseo Independent School District No. 279 (Aa1); Richfield Independent School District No. 280 (not rated); Robbinsdale Independent School District No. 281 (Aa2); St. Louis Park Independent School District No. 283 (Aa3/negative outlook); Wayzata Independent School District No. 284 (Aaa); and Brooklyn Center Independent School District No. 286 (A2). A representative from each of the member districts serves on the board of ISD 287. In addition, students from non-member districts attend ISD 287, with Minneapolis Special School District No. 1 (Aa2) and Anoka-Hennepin Independent School District No. 11 (Aa2) representing the largest share of students from non-member districts. Moody's believes that ISD 287 provides essential services to member districts that may lack the resources to provide special education and other educational programs.

Bloomington ISD 271 has recently announced that it will discontinue membership in ISD 287 effective June 30, 2011. Bloomington is the first district to withdraw its membership since ISD 287 was established in 1967. We do not believe that this change will have a material impact on the credit quality of ISD 287. Beginning in fiscal 2012, ISD 287 will fund lease payments on the current issue and outstanding certificates with the continued payments of the remaining member and non-member districts, whose proportionate shares will be adjusted accordingly based on enrollment.

CAPITAL LEVIES OF MEMBER DISTRICTS ARE PRIMARY SOURCE OF DEBT SERVICE PAYMENTS

Proceeds of the Series 2010C certificates will current refund outstanding maturities of the district's Lease Loan, Series 2006, the proceeds of which financed the purchase of land for a new school building that is used to provide special education and other services to students. As required by state law, ISD 287 received approval for this project and its financing from the Minnesota Department of Education. The primary revenue source for lease payments on the current issue are semi-annual payments to ISD 287 from member districts. Payments are based on enrollment. Each September, ISD 287 notifies the State Department of Education of the lease payment amounts due in the upcoming fiscal year, as well as each district's enrollment in ISD 287 programs. The state certifies levies for each member school district in an amount sufficient to cover each member district's proportional share of ISD 287 lease payments. Following state certification of the levies, each member district receives semi-annual payments (typically in June and November) of the

levy dollars from the county in which it is located. Each district then remits its share of lease payments to ISD 287.

Each member district can raise revenue for its share of lease payments through a \$43 per pupil capital levy. Independent and special school districts in the State of Minnesota may levy up to \$43 per pupil for capital costs related to membership in an intermediate school district. Each member district currently contributes revenues from this capital levy for existing ISD 287 lease payments. Moody's notes that 5 of the 13 member districts (Westonka ISD 277, Osseo ISD 279, Richfield ISD 280, Robbinsdale ISD 281, and Brooklyn Center ISD 286) do not generate sufficient revenues for ISD 287 lease payments from the \$43 levy. These districts can use revenues available under another \$150 per pupil capital levy, which is available to all Minnesota independent school districts. Projected annual payments on the current certificates and other outstanding lease obligations compares favorably to the districts' available revenues under these two capital levies. Should a district's capital levies not generate sufficient revenues in the future, the district can use its operating revenues for lease payments. Non-member districts do not have the \$43 levy authority, nor can they use the \$150 levy for ISD 287 lease payment purposes, but they can use operating revenues to fund their portions of the lease payments.

Moody's has reviewed the ground lease agreement between ISD 287 (the lessor) and Wells Fargo, NA (the lessee); the refunding lease purchase agreement between Wells Fargo, NA (the lessor) and ISD 287 (the lessee); and the trust agreement between Wells Fargo, NA (the trustee) and ISD 287. ISD 287 must remit lease payments to the trustee on January 20 for certificate payments due each February 1, and on July 20 for certificate payments due each August 1. In the event of non-appropriation by ISD 287, the refunding lease purchase agreement will be terminated at the end of the current fiscal year, and the district will surrender the land to the trustee. The ground lease agreement expires on February 1, 2038, which is ten years past the final lease payment for the current certificates.

LEASE PAYMENTS SUBJECT TO ANNUAL APPROPRIATION; LIMITED REVENUE RAISING ABILITY OF OBLIGOR

Moody's believes the legal provisions outlined in the ground lease agreement, lease purchase agreement and trust indenture provide investors with adequate protection. However, several risks to investors exist. First, lease payments are payable solely from funds that are annually appropriated by ISD 287. Once appropriated, the pledge to pay the annual lease payments cannot be modified or eliminated from the budget for the fiscal year. However, ISD 287 can choose to terminate the lease through non-appropriation in the budget for an upcoming fiscal year. While unlikely, ISD 287 can choose to terminate the lease even if all member districts are not in agreement.

A second risk to investors is that any or all of the member districts may terminate membership in ISD 287, which could potentially impact revenues available for debt service. However, should a member district withdraw, a notification period of 17 months is required, which we believe provides

sufficient time for ISD 287 to adjust the proportionate shares of lease payments of the remaining member and non-member districts. Bloomington ISD 271 recently provided 17 months' notice of its planned termination of membership, and ISD 287 officials do not expect this change to reduce the revenues available for lease payments, as adjustments in the remaining districts' lease payments will offset those previously made by Bloomington. ISD 287 officials have also expressed to Moody's their intention to make lease payments from any available revenue source should payments from other member and non-member districts be insufficient for any other reason. If necessary, ISD 287 can, without limitation, increase tuition and administrative fees on member and non-member districts. However, unlike independent and special school districts in Minnesota, ISD 287 has no taxing authority, which significantly limits its revenue raising flexibility.

A third risk to investors is the possibility of significant declines in ISD 287 enrollment. As revenues from tuition and capital levies are based on enrollment, potential declines in ISD 287 student enrollment would reduce the revenues available for lease payments. During the past five years, ISD 287 enrollment levels have fluctuated somewhat, increasing by 6.5% in fiscal 2008, then decreasing by 5.4% in fiscal 2009, and then increasing by 0.8% in fiscal 2010. However, Moody's believes that enrollment levels are unlikely to drop significantly, given the essential nature of the programs provided by ISD 287, as well as the overall enrollment trends of the Hennepin County school districts that use ISD 287 programs.

GENERAL OBLIGATION CREDIT CHARACTERISTICS OF MEMBER DISTRICTS FACTORED INTO RATING; MAJORITY ENJOY STRONG CREDIT FUNDAMENTALS

The Aa2 rating on the current certificates incorporates the general obligation credit characteristics of the 13 member school districts. The majority of the member school districts have strong general obligation ratings and sound credit fundamentals. While these districts are not legally responsible for lease payments, a representative from each district is a member of the ISD 287 board, and the majority of ISD 287 revenues are derived from tuition payments for students from the member districts. Osseo ISD 279 (Aa1), Robbinsdale ISD 281 (Aa2), Bloomington ISD 271 (Aa1), and Wayzata ISD 284 (Aaa) fund the largest share of ISD 287 lease payments, representing 20.3%, 10.6%, 10.2%, and 10.1%, respectively. Many of the districts served by ISD 287 are located in the relatively affluent communities in the western portion of the Twin Cities Metropolitan Area. Moody's believes that despite recent valuation declines and unemployment trends that have reflected the broader recession, the region's economy will remain relatively healthy in the long run due to the presence of significant government, health care, educational, and corporate components that provide a measure of insulation from severe economic downturn. Minnesota school districts are highly dependent on the state for operating revenues, and fiscal shortfalls at the state level are expected to continue to impact the timing and amounts of payments to school districts in upcoming fiscal years. Despite state revenue pressures, Moody's believes that the overall credit quality of the member districts will remain sound in the near term. In addition, a review of recent audited financial statements demonstrate well-managed financial operations and growing reserve levels for ISD 287.

KEY STATISTICS

ISD 287 district estimated population: 731,617

ISD 287 fiscal 2010 total enrollment: 9,765

ISD 287 2009 full value: \$100.4 billion

Hennepin County 1999 per capita income: \$28,789 (133% of US)

Hennepin County 1999 median family income: \$65,985 (132% of US)

Hennepin County 2000 median home value: \$143,400 (120% of US)

ISD 287 fiscal 2009 General Fund balance: \$5.5 million (11% of General Fund revenues)

ISD 287 direct debt as % of full value: 0.05%

ISD 287 overall debt as % of full value: 2.34%

Principal amortization (10 years) of outstanding COPs: 49%

PRINCIPAL METHODOLOGY

The rating on the Plymouth Intermediate School District No. 287 was assigned by evaluating factors believed to be relevant to the credit profile of the district such as i) the business risk and competitive position of the issuer versus others within its industry or sector, ii) the capital structure and financial risk of the issuer, iii) the projected performance of the issuer over the near to intermediate term, iv) the issuer's history of achieving consistent operating performance and meeting budget or financial plan goals, v) the nature of the dedicated revenue stream pledged to the issue, vi) the debt service coverage provided by such revenue stream, vii) the legal structure that documents the revenue stream and the source of payment, and viii) and the issuer's management and governance structure related to payment. These attributes were compared against other issuers both within and outside of the issuer's core peer group. The issuer's rating is believed to be comparable to ratings assigned to other issuers of similar credit risk.

LAST RATING ACTION

The last rating action with respect to the Plymouth Intermediate School District No. 287 was on December 9, 2010, when the district's Aa3 certificate of participation rating was affirmed. That rating was subsequently recalibrated to Aa2 on April 16, 2010.

ANALYSTS:

Rachel Cortez, Analyst, Public Finance Group, Moody's Investors Service

Soo Yun Chun, Backup Analyst, Public Finance Group, Moody's Investors Service
Henrietta Chang, Senior Credit Officer, Public Finance Group, Moody's
Investors Service

CONTACTS:

Journalists: (212) 553-0376

Research Clients: (212) 553-1653

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AMSD Calendar

June 18, 2010

Executive Committee Meeting
7:30 a.m., TIES Building,
St. Paul

July 16, 2010

Executive Committee Meeting
7:30 a.m., TIES Building,
St. Paul

August 5, 2010

Board of Directors
7:00 AM—8:30 AM
Northland Inn,
Brooklyn Park
Prior to MSBA Summer
Seminar

AMSD's Mission

To advocate for state education policy that enables metropolitan school districts to improve student learning.



**Association of
Metropolitan School Districts**

It does take a Village, in the Village

You know the cliché. It takes a village to raise a child. In this case, it took a village to improve Central Park, a recreational area in St. Anthony-New Brighton School District—the smallest geographical school district in the state. With significant support from the City of St. Anthony Village, the school district obtained a \$345,000 grant from Hennepin Youth Sports Program to enhance opportunities for its community members.



Jim Wehr, St. Anthony Baseball Association; Bill McReavy, resident; Mayor Jerry Faust, Hennepin County Commissioners Mark Stenglein and Peter McLaughlin, School Board Chair Barry Kinsey, and Gary Goldsmith, St. Anthony Sports Boosters Association President, celebrate the inaugural Hennepin Youth Sports Program project at St. Anthony Village's Central Park on May 17th, 2010.

Central Park, which is shared jointly by the city and school district, is St. Anthony

Continued on page 2

From the Chair:

It is hard to find much positive to say about the results of the 2010 legislative session. The final budget agreement included codifying and increasing the aid payment delays implemented by Governor Pawlenty last year. Two-thirds of the budget shortfall was resolved by delaying payments to our schools. While it is far preferable to have these payment shifts written into law, the delays will cost school districts millions of dollars in interest costs forcing school boards and administrators to make additional budget cuts and lay off staff. The governor and legislators also failed to agree on a package of reform initiatives that could have made Minnesota eligible for up to \$175 million in Race to the Top funding.

In the end, legislators and the governor couldn't even agree on a greatly scaled back education policy bill that included several helpful provisions such as making it easier for school districts to bill medical assistance for services provided to special education students. Not only did the governor and legislators fail to provide any mandate relief, a new unfunded mandate was approved in the form of increased employer contribution rates to stabilize the TRA and PERA pension systems.

As we look ahead to the fall election, it is more important than ever that we elect candidates who understand the importance of a vibrant, high quality education system. It is critical that school board members, administrators, parents and concerned citizens engage gubernatorial and legislative candidates in serious discussions about education. To facilitate those discussions, AMSD will be producing a voter's guide to help citizens concerned about the future of our state make informed decisions. Look for more information in the coming weeks.

Jon Tynjala, school board member from Mounds View, is chair of AMSD.

“These entities are a model for local government units working together to keep facilities focused on youth athletics and providing St. Anthony Village students valuable open space and sports facilities.”

Eric Brever, grant writer and 1997 graduate of St. Anthony Village High School

Continued from page 1

Village’s largest and most utilized community park for recreation and youth sports activities. Ten years ago, the city devised a comprehensive park plan and renovated Central Park. The plan included the installation of lights on all athletic fields in the park. At that time, the school district was unable to secure funding to install lights on fields located on its property. As demand for and use of the fields increased, the lack of lighting significantly limited the use to one game or practice each evening.



In 2009, the school district hosted over 600 practices on the fields in Central Park for its middle and high school teams. Even more, over 2000 youth participated on a St. Anthony Sports Boosters’ sponsored baseball, softball, football or soccer team and the majority of games and practices were located at Central Park. In order to enhance access to the fields and encourage additional youth recreation opportunities, St. Anthony-New Brighton School District applied for a Hennepin Youth Sports Program grant.

On December 15, 2009, Hennepin County Commissioners approved eighteen inaugural projects. Funding for the grants comes from the Twins ballpark sales tax; this revenue provides capital grants for youth and amateur sports facilities in Hennepin County. “These projects will create new recreational possibilities for hundreds of kids

in the area,” remarked Commissioner Mark Stenglein, who represents the second district.

Of the eighteen projects approved, St. Anthony-New Brighton School District received the largest grant. The purpose of St. Anthony’s grant was to increase athletic field access and use while addressing green space shortages and environmental and safety improvements. The grant process encouraged applicants to work cooperatively with non-profit youth organizations and required matching funds. In addition to letters of support, St. Anthony’s match was provided by the St. Anthony Sports Boosters, St. Anthony Baseball Association, St Anthony Dugout Club and St. Anthony Huskies Diamond Club.

“St. Anthony Village is one of our inaugural Hennepin County youth sports recipients. I’m glad Hennepin County could step to the plate and help provide additional money for libraries and youth sports. . .St. Anthony has a lot compacted into that small area. The additional lights and bleachers add a great deal of capacity to those heavily used fields,” explained Commissioner Stenglein.

At the ribbon cutting ceremony on May 17, elected officials and representatives from local youth sports organizations celebrated the completion of the project. Superintendent Dr. Rod Thompson described the event, “As I stood on the field with students, Hennepin County commissioners, Minnesota State representatives, Mayor Faust, City Council and School Board members, it became really clear to me the enormous magnitude of this project. I was very humbled to be part of a community in which our project was one of the inaugural Hennepin County grants. The first pitch was symbolic as our project was the first to be completed. I am very grateful to be part of the village and school district.”

This month’s member spotlight was submitted by Wendy Webster, Director of Community Services and Communications for the St. Anthony-New Brighton School District.



Session Ends With No Education Bill

The 2010 legislative session will be better remembered for what wasn't accomplished than for what was accomplished. After months of hearings and debate, the 2010 session was adjourned without the governor and legislators passing an omnibus education bill. The lack of an education bill that contained proposed reform initiatives, such as developing an alternative pathway for teacher licensure, led Governor Pawlenty to announce that the state would not submit a new application for the federal Race to the Top grant program.

Minnesota would have been eligible for a federal grant of up to \$175 million with a successful application. More importantly, many AMSD board members felt the proposed reform initiatives would have helped Minnesota make progress toward closing the achievement gap and helping all students succeed.

Several other important funding reform initiatives fell by the wayside when the governor and legislators failed to agree on an education bill. Specifically, the House Omnibus Education Bill included the New Minnesota Miracle and language allowing locally elected school boards to renew an existing referendum. These provisions would have greatly modernized our education funding system and provided stability during the current economic crisis.

In the end, only a handful of provisions impacting education were passed including:

Shifts

- The aid payment shifts implemented by Governor Pawlenty last year through the unallotment process were written into law. The shift is set at 73% -- 27% for FY 2010 and 70% -- 30% for FY 2011.
- The levy recognition shift was codified at 48.6% for FY 2011 and later.

State Borrowing

- Changes were made to make school payment delays optional. The previous statute required the state to delay payments to school districts before engaging in short-term borrowing.
- Additionally, the amount of a school district's fund balance that is protected was raised to \$700 per resident pupil unit.

Physical Education Standards

- Added physical education to the list of state standards effective for all students beginning in the 2012-13 school year. Establishes the National Association of Sport and Physical Education standards as the statewide physical education standards.

Pension Bill

- The omnibus pension bill that was signed by the Governor addresses serious solvency issues raised by the major public pension funds. Contribution rates were increased for all funds and limits placed on post-retirement adjustments. The employer contribution rate for PERA will increase by .25% effective January 1, 2011. The chart to the right shows the timeline for the increased TRA contribution rates.

2010 Legislation: Chapter 359 - Omnibus Pension Bill -- TRA				
	Employee		Employer	
	Basic	Coordinated	Basic	Coordinated
Current	9.0%	5.5%	9.5%	5.5%
FY 2012	9.5%	6.0%	10.0%	6.0%
FY 2013	10.0%	6.5%	10.5%	6.5%
FY 2014	10.5%	7.0%	11.0%	7.0%
After FY 2014	11.0%	7.5%	11.5%	7.5%

As AMSD board chair Jon Tynjala outlined in a recent Star Tribune commentary, education was not held harmless during the 2010 legislative session. You can read his commentary [here](#).

AMSD Members: Anoka-Hennepin, Bloomington, Brooklyn Center, Burnsville, Columbia Heights, East Metro Integration District 6067, Eden Prairie, Edina, Elk River, Fridley, Hopkins, Intermediate District 287, Intermediate District 917 (Associate Member), Inver Grove Heights, Mahtomedi, Minneapolis, MSU Mankato Center for Engaged Leadership (Associate Member), Minnetonka, Mounds View, Northeast Metro Intermediate School District 916 (Associate Member), North St. Paul/Maplewood/Oakdale, Orono, Osseo Area Schools, Richfield, Robbinsdale, Roseville, Rosemount-Apple Valley-Eagan, Shakopee, South St. Paul, Spring Lake Park, St. Anthony/New Brighton, St. Cloud, St. Louis Park, St. Paul, Stillwater, TIES (Associate Member), Wayzata, West Metro Education Program, West St. Paul, and White Bear Lake.

School Board Planning Calendar 2010

1 st Meeting of the Month		2 nd Meeting of the Month	
JANUARY 14, 2010 <i>Organizational Meeting</i> ○ Oath of Office ○ Election of Board Officers ○ Board’s Adoption of the current definition of directory info under the Family Educ. Rights & Privacy Act <i>Regular Meeting</i> Transition DHH – Kelsey Dahl Prior Year Audit Review		JANUARY 28, 2010 Finalize Legislative Annual Report Platform Strategic Plan Review & Measurement Report Financial Report December Pay Equity Implementation Report (every other year) Decision Resource Report to the Board TIES Award Winners (Shiow-Jen Sun/Kayleen Taffe) Mary Peters Named District 287 Teacher of the Year Transportation Study Report	
FEBRUARY 11, 2010 Prairie Center Alternative “Help for Haiti” Bloomington Impact Statement Online Learning – Mike Smart & Jon Voss (Instructional) Special Education Monitoring (Instructional) Telecommuniting Pilot		FEBRUARY 25, 2010 Financial Report February Staff Reduction ULA Resolution Changes for following Yr FY10 Budget Revision & FY11 Budget Assumptions Program Withdrawal Report Truancy Model Partnership with Hennepin county Facilities Management Update Itinerate Services – Instructional Report (Laura K-G.) School Board Recognition Week	
MARCH 11, 2010 North Education Center – Work Shop	MARCH 25, 2010 Efficiency Efforts Status Report Financial Report February North Education Center (Possible Action)		
APRIL 22, 2010 <i>(Only one Board meeting this month!)</i>			
Spotlight DVD Presentation Long Range Facilities Planning Presentation Superintendent & Board Evaluation Update Instructional Initiative to Support Student Learning for 2010-2011 School Year		Financial Report March Attorney Services Proposed District 287 School Calendar 2010-2011	
MAY 13, 2010 Food Service Report System for Student Achievement Data Collection		MAY 27, 2010 Financial Report April Audit Open Items & Requirements changes Staff Reduction ULA Resolution FY 10 Budget Revision Non- Tenured Non-Renewals & Probationary Non-Licensed Clerical Layoffs	
JUNE 10, 2010 Superintendents Evaluation	JUNE 24, 2010 Financial Report May Employment Guides for Unaffiliated and Admin. Student Achievement in the Area of Reading 2010-11 Budget		
		Final ULA Resolution for Licensed Staff Board Evaluation MDE Monitoring in Special Education Superintendent & School Board Evaluation to plan for Board Retreat outcomes	

INFORMATIONAL ITEMS TO REMEMBER:

- ** Community use of Facilities Bucket
- ** Health and Medical Bucket

School Board Planning Calendar 2010

1 st Meeting of the Month	2 nd Meeting of the Month
<i>Only one Board meeting this month!</i>	JULY 22, 2010 Financial Report June Legislative Session Review & Implications for District Operations C-Train Update
<i>Only one Board meeting this month!</i>	AUGUST 26, 2010 Financial Report July EBD Presentation (Laura Keller-Gautsch – 15 minutes) Report on Crisis Planning (Michelle Axell – 10 minutes) Approval of Cash Flow Borrowing Resolution School Start Up Program Report “Top 5 Things Board Members Should Know About the Start of School”. (Colleen, Laura, and Jane)
SEPTEMBER 9, 2010 Superintendent Goals Closed Session on Negotiation	SEPTEMBER 23, 2010 Financial Report August PLC’s Instructional Report - Student Achievement & Measurement of Progress (will include AYP). (Jane & Laura) Resolution Authorizing 287 to purchase Edgewood (Don Lifto may come to Board Meeting)
OCTOBER 14, 2010 Prior Year Agenda Review Strategic Plan – Role of the School Board (Steven Barone)	OCTOBER 28, 2010 Financial Report September Strategic Plan Update MSTA – Instructional Report
NOVEMBER 11, 2010 <i>(Only one Board meeting this month!)</i>	
Financial Report October Facilities Management Update C-Train Report (Written Report) Parameters Resolution authorizing the certificate sale and the conditions of the award for financing the Edgewood Purchase.	Prior Year Unaudited Fund Balance Report OPEB Reporting & Funding Edgewood Purchase Agreement Approval
DECEMBER 9, 2010 <i>(Only one Board meeting this month!)</i>	
Financial Report November Facilities Management Update - Energy Audit Restraints and Seclusion – Instructional Report Legislative Initiatives & White Paper Review Consideration and award of the certifications for Edgewood purchase.	Prior Year Audit Review North Education Center Decision Digital Copy Certificate (Written Report) Teacher Contract Renewal

INFORMATIONAL ITEMS TO REMEMBER:

- ** Community use of Facilities Bucket
- ** Health and Medical Bucket

June 2010

**INTERMEDIATE DISTRICT 287
June 10, 2010
SCHOOL BOARD CALENDAR**

**PROPOSED
DATES**

June 2010

10	Thursday	General Board Meeting	6:30PM	Board Rm
11	Friday	Richfield Transition Plus Graduation	8:30AM	SEC Gym
24	Thursday	General Board Meeting	6:30PM	Board Rm

FLUID LYRICS

writing by the students of
North Vista High School
Spring 2009

JUN 01 2010

INTERMEDIATE DISTRICT 287
SUPERINTENDENT'S OFFICE

Writing about America

America

by Thelma Dennis

America is a land of dreams
America is so sweet like honey
America is or can be bitter like poison
America is a land surrounded by water
America is going to change
America is full with different people
America is white, black, green
America is red, yellow and blue
America is what people want it to be
America is giving hope to people without hope
America is a blessing to us
America is God's country
America is- beware the temptation.