

INDEPENDENT SCHOOL DISTRICT NO. 625
Saint Paul, Minnesota
REGULAR MEETING OF THE BOARD OF EDUCATION
360 Colborne & Online at <https://spps.eduvision.tv/LiveEvents>
360 Colborne Street
Saint Paul, Minnesota 55102

February 22, 2022
6:05 PM

A G E N D A

I.	CALL TO ORDER	
II.	ROLL CALL	
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#BoldSubject#

**INDEPENDENT SCHOOL DISTRICT NO. 625
Saint Paul, Minnesota**

SPECIAL CLOSED MEETING OF THE BOARD OF EDUCATION

**360 Colborne Street
Saint Paul, MN 55102**

**January 20, 2022
4:30 p.m.**

MINUTES

I. CALL TO ORDER

The meeting was called to order around 4:30 p.m. by Jim Vue, Chair.

II. ROLL CALL

Board of Education: J. Vue, U. Ward, J. Kopp, H. Henderson, Z. Ellis, C. Allen
Superintendent Gothard

K. McCarty, J. Vollmer, D. Wells, C. Baker, K. Thao, C. Long

III. APPROVAL OF THE ORDER OF THE MAIN AGENDA

MOTION: It was moved by Director Vue, and seconded by a board member, to approve the main order of the agenda. It passed by acclaim.

IV. MOTION TO CLOSE MEETING

MOTION: It was moved by Director Vue and seconded by a board member that the Board of Education close the special meeting and continue the meeting as a closed meeting to consider strategy for labor negotiations, including negotiation strategies, developments, discussion, and review of labor negotiation proposals for all bargaining units, including ASAP, Educational Assistants, Machinists, Nutrition Services Personnel, Principals, School and Community Service Professionals, Teachers, MMSA, PEA, SPSO, AFSCME, Bus Drivers, CCEA, Custodians, Tri-Council, Bricklayers, Carpenters, Cement Masons, Electricians, Glaziers, Painters, Pipe fitters, Plasterers, Plumbers, Roofers, Sheet Metal Workers, and Tri-Council Temps., as is provided for by Minnesota Statutes Section 13D.03. It was passed by acclaim.

V. NEW BUSINESS

The Board of Education and Administration then discussed strategy for labor negotiations, including negotiation strategies, developments, discussion, and review of labor negotiation proposals for all bargaining units, including ASAP, Educational Assistants, Machinists, Nutrition Services Personnel, Principals, School and Community Service Professionals, Teachers, MMSA, PEA, SPSO, AFSCME, Bus Drivers, CCEA, Custodians, Tri-Council, Bricklayers, Carpenters, Cement Masons, Electricians, Glaziers,

Painters, Pipe fitters, Plasterers, Plumbers, Roofers, Sheet Metal Workers, and Tri-Council Temps., as is provided for by Minnesota Statutes Section 13D.03.

VI. MOTION TO OPEN MEETING

MOTION: It was moved by Director Vue, and seconded by a board member to open the meeting. It was passed by acclaim.

VII. ADJOURNMENT

It was moved by Director Vue, and seconded by a board member, to adjourn the meeting. It was passed by acclaim.

The meeting was then adjourned.

For clarity and to facilitate research, these minutes reflect the order of the original Agenda and not necessarily the time during the meeting the items were discussed.

Prepared and submitted by:

Sarah Dahlke

Board Secretary, St. Paul Public Schools Board of Education

**INDEPENDENT SCHOOL DISTRICT NO. 625
Saint Paul, Minnesota**

SPECIAL CLOSED MEETING OF THE BOARD OF EDUCATION

**360 Colborne Street
Saint Paul, MN 55102**

**January 24, 2022
4:30 p.m.**

MINUTES

I. CALL TO ORDER

The meeting was called to order around 4:30 p.m. by Jim Vue, Chair.

II. ROLL CALL

Board of Education: J. Vue, U. Ward, J. Kopp, H. Henderson, Z. Ellis, C. Allen
Superintendent Gothard

K. McCarty, J. Vollmer, D. Wells, C. Baker, K. Thao, C. Long

III. APPROVAL OF THE ORDER OF THE MAIN AGENDA

MOTION: It was moved by Director Vue, and seconded by a board member, to approve the main order of the agenda. It passed by acclaim.

IV. MOTION TO CLOSE MEETING

MOTION: It was moved by Director Vue and seconded by a board member that the Board of Education close the special meeting and continue the meeting as a closed meeting to consider strategy for labor negotiations, including negotiation strategies, developments, discussion, and review of labor negotiation proposals for all bargaining units, including ASAP, Educational Assistants, Machinists, Nutrition Services Personnel, Principals, School and Community Service Professionals, Teachers, MMSA, PEA, SPSO, AFSCME, Bus Drivers, CCEA, Custodians, Tri-Council, Bricklayers, Carpenters, Cement Masons, Electricians, Glaziers, Painters, Pipe fitters, Plasterers, Plumbers, Roofers, Sheet Metal Workers, and Tri-Council Temps., as is provided for by Minnesota Statutes Section 13D.03. It was passed by acclaim.

V. NEW BUSINESS

The Board of Education and Administration then discussed strategy for labor negotiations, including negotiation strategies, developments, discussion, and review of labor negotiation proposals for all bargaining units, including ASAP, Educational Assistants, Machinists, Nutrition Services Personnel, Principals, School and Community Service Professionals, Teachers, MMSA, PEA, SPSO, AFSCME, Bus Drivers, CCEA, Custodians, Tri-Council, Bricklayers, Carpenters, Cement Masons, Electricians, Glaziers,

Painters, Pipe fitters, Plasterers, Plumbers, Roofers, Sheet Metal Workers, and Tri-Council Temps., as is provided for by Minnesota Statutes Section 13D.03.

VI. MOTION TO OPEN MEETING

MOTION: It was moved by Director Vue, and seconded by a board member to open the meeting. It was passed by acclaim.

VII. ADJOURNMENT

It was moved by Director Vue, and seconded by a board member, to adjourn the meeting. It was passed by acclaim.

The meeting was then adjourned.

For clarity and to facilitate research, these minutes reflect the order of the original Agenda and not necessarily the time during the meeting the items were discussed.

Prepared and submitted by:

Sarah Dahlke

Board Secretary, St. Paul Public Schools Board of Education

**INDEPENDENT SCHOOL DISTRICT NO. 625
Saint Paul, Minnesota**

**REGULAR MEETING OF THE BOARD OF EDUCATION
360 Colborne Street
Saint Paul, MN 55102, and**

Available Streaming Online at www.spps.org/boe and Saint Paul Cable Channel 16

**January 18, 2022
6:05 p.m.**

MINUTES

I. CALL TO ORDER

The meeting was called to order at 6:06 p.m. by Jim Vue, Chair.

II. ROLL CALL

Board of Education: U. Ward, J. Vue, C. Allen, J. Kopp, Z. Ellis, J. Foster, H. Henderson
Superintendent Gothard

C. Long, General Counsel

II. APPROVAL OF THE ORDER OF THE MAIN AGENDA

MOTION: Director Vue moved approval of the Order of the Main Agenda with one change - to move New Business to precede the Superintendent's Report. The motion was seconded by Director Ellis.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

III. RECOGNITIONS

BF 32622 Acknowledgement of Good Work Provided by Students

Marcos Chacon Villeda is a LEAP student from El Salvador who will graduate with the Class of 2023. He enrolled at LEAP in May of 2021 as an EL Level 2 student. His math teacher immediately noticed his strength in mathematics and recommended advanced options for him. He took Calculus 1 at LEAP during the fall 2021 semester and enrolled in Calculus 1 at Saint Paul College for the spring 2022 semester

through the PSEO program. He is one of three LEAP students taking PSEO classes in the spring 2022 semester, but the only student taking an advanced math course. In addition, he was accepted into 3M's summer internship program for the summer of 2022.

Sarita Toledo is a senior at LEAP High School. She was born in Texas and raised in Michoacan, Mexico. She received the prestigious QuestBridge full-tuition scholarship and will enroll at Denison University in Granville, Ohio, in fall 2022 where she plans to major in Biochemistry as a pre-med student. She was 1 of 1,674 Match Scholarship recipients out of more than 16,500 applicants. Sarita is LEAP High School's first student to win the QuestBridge Scholarship.

BF 32623 Acknowledgement of Good Work Provided by Outstanding District Partners

The **Marvelous Mitten Makers** have been working to keep SPPS students warm during the cold Minnesota winters for more than 35 years. They are a local group of volunteers who hand-make mittens, hats, scarves and other cold weather items. All year long the 120 volunteers knit, crochet and sew items which are then collected and stored by the SPPS Office of Family Engagement & Community Partnerships. In October, schools and programs send in their requests and the items are then sorted, bagged and sent to each school. In 2021, the volunteers donated more than 19,000 cold weather clothing items to over 50 SPPS schools and programs. The Marvelous Mitten Makers also donate baby and adult blankets and clothing items to organizations such as the Dorothy Day Center, the Union Gospel Mission, Listening House and Health Start Clinics.

IV. APPROVAL OF THE ORDER OF THE CONSENT AGENDA

MOTION: Director Vue moved approval of the Order of the Consent Agenda with items A2: Acceptance of Gift from The Thielen Foundation, and E14: Request Permission to Purchase COVID-19 Test Kits from Vault Health pulled for separate consideration. The motion was seconded by Director Foster.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

V. APPROVAL OF THE MINUTES

- A. Minutes of the Regular Meeting of the Board of Education of December 14, 2021
- B. Minutes of the Annual Meeting of the Board of Education of January 4, 2022

MOTION: Director Vue moved approval of the Minutes of the Regular Meeting of the Board of Education of December 14, 2021, and the Minutes of the Annual Meeting of the Board of Education of January 4, 2022 . The motion was seconded by Director Ward.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

VI. COMMITTEE REPORTS

A. Minutes of the Committee of the Board Meeting of the Board of Education of January 4, 2022

At the Committee of the Board Meeting on January 4, 2022, Superintendent Gothard welcomed everyone to the New Year of 2022. He introduced Monroe Thornton, our new districtwide athletic coordinator in SPPS. He went on to share the adaptations of the team through COVID, and challenges, especially with the increasing case rates and Omicron variant. A brief update on staffing was provided, as well as within transportation. The resolution regarding vaccinations for staff is also planned to be brought before the Board for further discussion at an upcoming regular meeting. A brief update on the work around COVID-19 in SPPS was also shared, including the sharp increase in positive cases, safety measures, and vaccine effectiveness. Details on opportunities to receive the vaccine were also provided.

Discussion on this information focused on the communication with families regarding transportation, data of the number of students impacted by transportation issues and absences, efforts to recruit staff to substitute teacher and bus driver positions, details on the process for vaccine acknowledgment by staff, the process of staffing with Teachers on Call and fill rates, further details on contact tracing, as well as questions on the absentee count and process for alerting schools of a positive case in families.

The next presentation was the Audit Report Year Ended June 30, 2021. The Board requested information on the impacts of COVID-19 within this year and into the future, as well as details on the corrective action plans. The Board and Administration thanked both the Finance Team, as well as the auditing team from MMKR for their diligent work in this year's audit. The Board approved the recommended motion to accept the Audit Report Year Ended June 30, 2021.

MOTION: Director Vue moved that the Board accept the report on the January 4, 2022 Committee of the Board meeting and approve the recommended motions and minutes of that meeting as published. The motion was seconded by Director Ellis.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

VII. SUPERINTENDENT'S REPORT

A. School Readiness Report

Superintendent Gothard then welcomed staff and community partners to present on Back to School 2022-22 Readiness Report. Topics included Learning through COVID, and included an overview on the progress of learning and working through COVID in the areas of:

- Human Resources
- Programming
- Facilities
- Nutrition Services
- Transportation
- Health Services Support
- Envision

An update was also provided on the introduction of the temporary shift to virtual learning, and the virtual learning plan by school. Themes from that plan were shared. There is a school-by-school metric for a temporary shift. We wanted to look at it in the context amongst classroom teachers, and that level of absenteeism across 3 consecutive days. We also need to think of our staff who also provide supports for our students, and the decision to look at the level of absenteeism of teachers and the importance of all staff. All staff who are healthy and not in quarantine must report to buildings for in-person student support. Buses will run their regular routes, and meals will be available at school.

QUESTIONS/DISCUSSION:

- It was mentioned 150 teachers that were hired - are those new teachers or those already in the District in a new role? Response: Those are new teachers to the district. We typically hire about 100 new teachers, so we have doubled.
- There was also mention of 100 FTEs? Response: Starting the school year, we started with about 100 FTEs and teachers, and now at 56. We typically try to get those teaching positions hired as fast as possible, and started out with that many open.
- We hired a large number of FTEs in the job-embedded PD and WINN.
- How different are these figures from the previous year? In last year, are we talking about the previous year or the past 2 years? Response: We are talking 20-21. A typical year will see 100-150 teachers. We did surpass that this year in terms of hiring.
- In talking about pertinent staff, no number for nurses. That's important. Response: We will get that exact number. We did have a number of nurses added. We added extra positions to help cover the COVID team, but also short staffed in nurses and health assistants and continue to be.
- With the credit recovery, do we have a way to measure outcomes academically in what they learned? Response: Yes - we measure outcomes based on the number of credits obtained. We have been working on focusing credit recovery on what they know and can do, and build upon previous non-passes. We look at the data from quarter 1 and take it with them to site-based credit recovery and finish that opportunity. We have shared the percentage that students end the quarter and assignments not completed, and use the data to develop a plan to finish that learning instead of trying to re-do everything in a short period of time. We are trying to build this out to other opportunities as well.
- What is the rigor of that practice? Response: The rigor is commensurate with the regular school day, and EDL teachers working to support those students. It is a teacher working with students on that material. Others may use the APEX platform. It is very challenging based on personal experience, and in different formats.

- For the students on the waitlist for online school, how are students pulled off and how often is that monitored? Response: It is monitored daily, and folks are on waiting list based on priority. The only priority for online school is siblings. The system is live and based on enrollment, and monitor the openings daily to be filled right away. As soon as a seat is available, it is filled. Based on our staffing, every class is currently filled in online school
- It is not the recommendation to expand right now with the waiting list, but at what point do we revisit that and make that decision? Response: We have had that conversation, but this is also in its first year, and working to try to predict and enrollment projections overall. There were also surveys at the site level in interest in return of students, and is in context of site level and also overall district. It may be enrollment from outside the district, as well as from other SPPS schools. We need to be cautious and judicious in building that, to be able to support it. We originally planned for 9-12, and now open it to K-9, and need to be judicious in how we build it out.
- For the current waitlist, what is the population of St. Paul residents versus those outside St. Paul? Response: We can provide that information.
- For the surveys for those interested in returning to online school, what is the information gathered so far. Response: It is simple information if they are planning to return, in looking at the enrollment, as well as overall enrollment of the district in school choice and understanding what they will look like in choosing an online school. It is also looking at the overall enrollment of the district with a delicate dance in the enrollment and fluctuations that we have not seen - there have been increases and decreases based on growth. Online is our largest elementary school, and how to provide viable options for families. Being on the waiting list does not mean intent to enroll - many families in school choice in SPPS and other schools as well. Expressing interest and looking at the list and it is understanding those numbers to control growth on a level to ensure the experience of students, training for teachers, and infrastructure is in place.
- As we are doing these surveys and how many folks want to sign up for the online school, is there a chance to consider an expansion for next year? Response: Based on the enrollment for the district is how and the program and how it will be staffed. If there is an increase, there will be a similar process for staffing and moving to the online program. We did provide some additional staff, but many were pulled from other sites, and balance that as well. The notion of enrollment from outside the district is challenging, as many are required to offer online school. It is not so much of a novelty anymore.
- Is there a potential for consideration of expansion? Response: It is something that might be considered based on the budget toolkit, and their budget based on enrollment projections. It may also shift with staff, and additional moves. Further details on the attrition of schools was also discussed. We feel confident about providing in-person options and informing families and affects of certain sites. It is a balance.
- Do we have a breakdown of grades of those on the waitlist? Response: Yes, we do as that data is tied to their student record.
- Are there any clear trends for those on the waitlist for the online school? Response: It is similar to the waiting list from a race perspective, including more Asian families; with the majority of students at the elementary level. Further details on the demographics were also provided.
- About the number for credit recovery, are the students in these programs, how many credits are students recovering? Response: It is dependent - some students are enrolled in multiple programs. Most students are earning 1-2 credits.
- The credit recovery network online is new? What is the difference between credit recovery online, and how that looks and feels different? Response: The way we have developed the enrollment process is to prioritize site-based EDL which is in person with teachers they know.

With staffing, we cannot provide that opportunity to every student at every school, but want to provide the opportunity even if it is online. There is a room for students to help, and intervention specialists to help students throughout the school day. The idea is to do that and move it forward for the duration of ARP.

- Highwood Hills is mentioned with new programming - what is that? Response: The programming is a style and looking at intentionally in EDL and Community Ed, and the flexibility and adaptiveness and use of external partners and hands on learning - combining structure of EDL and flexibility for project-based learning. The pilot sites with this new model were reviewed.
- How will EDL be affected by transportation? Are these programs more academic or SEL for students? Response: The new program is also moving from a 2-day to a 4-day, and will increase. We do anticipate the challenges in transportation next year, and is a conversation about how to consolidate programming with a hub concept, working with community partners, and working with parents and families. We have provided Metro Transit passes for families. We have been creative in working with local partners to provide van services and supports for particular programs, and partners also provide their own transportation as well.
- Regarding transportation, Metro Transit and SPPS worked together on the bus routes and issues. How does that happen? Response: For instance if we know a student has a significantly long time to get to school, and wait times, we work together to reduce that and make adjustments. Some of the things worked together with student behavior, which we haven't seen a significant increase, that card is a privilege and most students use it responsibly. If there are behavior concerns, the safety team connects with SEM to talk about monitoring that situation. If there are a large amount of students waiting, there will be adjustments to offer a larger bus. They have been accommodating, but also have parameters as well.
- When we take in information, is it primarily SPPS gathering this information from Metro Transit and families? Does Metro Transit do that work as well? Response: Metro Transit has data on ridership, and tracks the student data well, especially when using a Go To card.
- When we get that information to improve, it's a partnership? Response: Correct.
- We are tracking teacher absences - are we tracking busing averages? Response: We do track that daily in the afternoon and morning. Each day that number has improved since Winter Break. All routes have been covered this week, and the majority of the morning routes are covered. As we move into January, we anticipate to get back to 100% of routes.
- What happens when the routes aren't covered? Response: A notification is sent to the bus app and to the parent and school. We have made adjustments and streamlined our communication so parents get that more immediately. It means we don't have a driver for that route, and discuss other ways - the majority of families pick up their children, or drop them off, or offer carpools. Our parents have been resilient in getting their children to school. This year it is an anomaly - previously when a route was canceled, we had staff to complete that route. Our back-up drivers are driving regular routes.
- How do we support students who may need to wait for buses longer or have multiple transfers? Response: The first option is to ensure the student is using the fastest route, and if there is still a wait such as an hour or hour and a half - we looked at that, and rectified by putting students on vans, because the Metro Transit wasn't available to get students to school in a reasonable time. If there are students who still have a long route, give the school a call and we can work with them on options. The average Metro Transit ride should be no more than 45 minutes. Humboldt and Highland are not on there because those routes would have been extremely long.
- It was mentioned that Omicron is not as severe as past strains, but an increased surge. Do we have predictions on the next few weeks? Response: We expect similar mirroring to other cities with the Omicron surge, and look to the East Coast and Chicago, primarily is seeing Omicron

surge lasting 4-6 weeks, and is shorter than the others, but in general what those are predicting. We do also rely on the U of M data, and expecting the peak to be at the end of January and early February to give us an idea of expectations.

- Superintendent Gothard thanked Dr. Ogawa and Director Hollie for their partnership, and have been working with us since the beginning of COVID.
- Board members requested availability of boosters for students aged 5-11. Response: We are expecting information from the FDA and CDC in the next few weeks for boosters for the younger students, and also Modern for under the age of 18, and another vaccine to be approved under EOA as NovaVax. We would expect more frequent meetings by ASA and FDA to move forward. The issue with 2-5, initially the doses used in the study were producing more side effects than expected, or not adequate immune response, and adding a third dose.
- Why has the CDC not made a recommendation for masks for children? Response: They have a recommendation for masking, but not an approval for N95s, which were created for specific particulate matter in healthcare and construction. The expectation from the companies is that children would not be requiring that level of protection. They specifically fit for adults only - making it a smaller size doesn't translate to children. We have medical grade disposable mask for children, but the CDC does not have N95s specifically.
 - How long until you think we know that information? Response: Because we don't expect NIOSH or other entities to be pushing N95 fitting for children for masking. Part of that is because when we look at studies, and look at a room where we are all sitting, and all wear N95 masks, we are protected, but also studies that show if all wearing medical grade and wearing properly, it is just as good, and even cloth as well as work properly, there is the same amount of protection as N95. The masks we wear prevent large particles, and smaller ones as well, so then particles circulating are less. We don't expect to see N95s with children, but more data for school settings, including those with and without mask mandates to show protection with the more to wear masks correctly and consistently, the better we all are.
- The N95 masks are built for adults. What is the definition of "adult"? Could some high schoolers wear them? Response: It depends on the size of the individual - usually the general recommendation is 18 and older, and potentially some 16 year olds and older. It would matter on the comfort and fit.
- For the long-term use of N95, and the amount we are allocated, how often can we use them, and what is the usage details? Response: Currently the FDA guidance is use them up to 5 days, 40 hours. It can be variable, and look at usage patterns. It is looking at appropriate use, and storage for the weekly flow. Our goal is to have enough on hand at the beginning and go from there.
- How will we manage the distribution? Will there be N95 masks and having others - are we using both or one over the other? Response: Our N95s will be available on a requested basis, and understanding the virus and the constant evolution of CDC guidance, and it is looking at alignment of mask usage for the duration. The distribution and location, and message to families of availability, those are details we haven't dug through and will need to work through.
- Further discussion on masks and current time of the year with colds, and in winter it is not feasible and will change out masks for students. We will need to monitor our inventory, it is difficult when our students are wearing masks, and they may need new ones, and not every student is coming to school with a mask. The mask usage of students was noted, and thinking about the usage and ability continue to provide masks for students and staff, and the longevity of use of masks, and this doesn't seem like this will be enough masks. Response: It is important to keep in mind things are changing and need to be nimble to meet the needs. We also felt this was

supply to start, and will be monitoring the inventory and cadence to order more and set patterns of use and expectations of use.

- Will it be taking longer to replenish our supply? Response: That is the primary concern of the group - we talked about the providence of things, and want to ensure the orders are legitimate and offer the protection to the standard. There are a lot of things in the efficacy of the program. The supply chain has leveled out since the beginning of the pandemic. We feel we can supply based on the public health picture, which may change also. Ramsey County also highlighted the partnership with SPPS and reiterate to families, staff, and the Board as continued to offer that the initiative of Mask for Everyone, and we continue to offer that as initiatives through racial equity and community engagement response team and also through Ramsey County Department of Health and masks can be requested online, with surgical masks available for students in SPPS and also across the District and County. It was also reiterated that if sick, stay home as a key mitigation strategy.
- In our Tier 3 and 4 programs, they have been running - have there been trends with supply and demand in those buildings? Response: Many of our Fed 3 and 4 programs may have students with medical exemptions and unable to wear a mask. We have not talked directly about those sites, but we can look into, and to look into the additional protection for those staff. The extra precautions are that staff in close regular contact with healthcare procedures, they are offered the additional level of PPE. That additional layer of protection has been offered since the beginning of the pandemic.
- In Envision, and asking for there to be intentional merging of student bodies and population. Is there work moving toward this? Response: That is one of the strategies for Hamline and Galtier and other schools, including a student buddy system to start that partnership in discussing schools. Other schools are getting parents together to talk. Examples were provided, as well as those included within the toolkit.
- How are we ensuring that all merging schools have some type of engagement plan? Response: There is a project manager for Envision with a scope to the project and objective, and each administrator has a report of progress. We talked with each principal on the timeframe and gave strategies based on those goals, and working with school administrators to monitor the progress, including templates for meetings.
 - We heard from the Hamline group about concerns about the facilities and merging, and other schools that are merging and have not heard from them, but conversations with the need to expand to accommodate or renovated spaces. Are we making adjustments to that? Response: If adjustments can be made, they are being put into a timeline. Some are not aligned to SPPS Builds, and the impact to that plan. With the bonding that was approved, that is the maximum for facilities adjustments. We know there will be some adjustments, and the note of the tour of staff. Once an issue arises, we are meeting as a team to solve that problem.
 - The intent to return - what does that look like for schools that are merging? Response: It is a site-based decision, and there is a guaranteed seat for those students at the new school. Families have received several notifications about the supports when the vote was made.
- In the February 1 date, and 2 meetings with families and requesting details on being on target and details. Response: That will be part of our update and will provide the Board and Community with details. We encouraged administrators to take detailed notes to provide within the report.
- Happy to hear there is a project manager - there was talk about monthly reports to the Board. We also discussed a regular cadence of public presentations, and when those might begin.

Response: The February update will be more formal to the Board, and the administration team will welcome the Executive Team to put into alignment with the Board calendar. We are happy to present in alignment with the Board's schedule, and prepared to present.

- Note of the work by our building principals and their great work in this work, as well as others, and the site based teams for their work as well in their efforts to welcome new families and also acknowledge the adjustments.
- Know a lot of schools will have ideas outside the toolkit - how does that work with budgeting? Response: Yes, there is a budget as part of the toolkit for information on accessing those funds. Information on also to create a contract is included as well.
- Director Kopp also thanked the assistant superintendents for their work in Envision SPPS.
- Understanding that we are looking at teacher absenteeism, and owe it to our community to stop the spread of COVID-19, and should be looking overall at this shift. We sometimes need to prioritize things that are different than what we do - why are we disregarding the student body absenteeism rate? We owe it to the public to take these things into consideration. Why has this not been our priority? Response: With this metric, there are other items looking at by buildings, and the student case rate is important, as well as busing and questions around meals. There are multiple things we are looking at - day-by-day at each site, including the positivity rate. For the metric, we believe focusing on the classroom teachers if the goal is to keep buildings open, there are also other elements in play to make an informed decision. Student attendance has been consistent - it is lower in general in the 73-75% of students, including online students. It is something we understand and will look at site by site.
- It is also important to determine a metric for student attendance as well. We need to look at other staff who may be carrying COVID, and it is our responsibility to monitor those numbers and make adjustments when those buildings are at a high rate. We are without a lot of staff and in crisis situation for providing the best education possible. Response: These are also the challenges of all districts. The move to virtual learning to hybrid and in-person were also recapped. Online is not the preferred way to engage with others. This metric is not being used for the overall amount of staff - there are 20 different reasons for staff to choose. There are a lot of other reasons as well, and the category of all staff are factored into daily considerations.
- Disappointment with how this has all played out - surge after Thanksgiving. We need to follow the patterns and the data - hoping the District to mitigate as a toll to go to virtual learning. We are very few people that have this many folks in buildings across the city and we owe it to the broader public to take that into consideration and we dropped the ball on that.

MOTION: Director Allen moved that Saint Paul Public Schools move to district-wide distance learning beginning Friday, January 21, 2022. Director Ward seconded the motion.

- This will allow our staff and students to heal through COVID surge, instead of substitute teachers. They do not have the same impact as regular teachers. Also an opportunity for staff who are positive but do not have symptoms to connect with students virtually. It will also allow the District time to distribute proper PPE to staff and students and continue testing. We need to continue to stop the further spread of COVID in our buildings. The teachers and students are saying we need to halt - we need to listen to them as they are in buildings.

Because this is a new agenda item, a motion was necessary to amend the agenda to include the action item to move to district-wide distance learning beginning Friday, January 21, 2022. A motion to amend an approved agenda requires a two-thirds vote.

MOTION: Director Vue moved to amend the current agenda to include the action item of moving to virtual learning starting on Friday, January 21, 2022. Director Allen seconded the motion.

- Since joining the Board, the majority of communication has been on this topic and the Board needs to discuss.
- Further clarification on the specifics of this motion were requested. Response: Because of this move to amend the agenda, based on this motion, there will be more questioning including communication and to be clear to ensure any further changes to be aligned.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

- Director Allen then reiterated the motion to move to virtual learning starting on January 21, 2022.
- Further information was requested on the timeframe for the move to virtual learning.

MOTION: Director Allen moved that Saint Paul Public Schools move to district-wide distance learning beginning Friday, January 21, 2022. Director Ward seconded the motion.

- In being clear on language for distance learning and virtual learning - are we thinking going completely remote? MDE requires an in-person opportunity for students, including transportation and meals, and in doing that, we can't go fully remote. We'll need to be very clear with families. Response: Intention behind this is to move to virtual learning, where all staff report to buildings, and students if they have to, staff will teach online, and students will learn online. There will be supports for students, and would be up to schools to position those students. The goal is to reduce staff in those spaces.
- The proposal is similar to the current proposal, but for the first several days, all schools will qualify for distance learning. Response: Yes. Clarification on distance learning, virtual learning, and online learning was requested.
 - Distance learning should not be used anymore and was a relic from the emergency order. We are using virtual learning in our plan, and we cannot require that students learn virtually, and need to continue to offer transportation and meals. There are some things to clarify including childcare. Virtual learning is the preferred term.
- Director Allen also noted this requires the collective of everyone - want to have a collective conversation on what we can do based on information learned about students' experience and what we know about Omicron.
 - We have determine a plan for site by site temporary shift to virtual learning - know if the Board accepts this motion, are the details of that plan acceptable? We do provide supports for families to bring their children to school.
 - That is correct in the initial plan presented to the Board in an event to move to virtual learning. All schools and families have access to transportation, and also receive lunch as they normally would. For those learning remote, they would

have the option to go to school to receive meals. Discovery Club would not be available, and would need to find outside childcare.

- Where would Discovery Club staff go and how to support? Response: The staff would be re-deployed to support in person support at buildings. We may need additional staff to support students who may be in buildings.
- Superintendent Gothard noted the variability in sites, and there are some sites that may shift, and others that are thriving. We have been experiencing quarantines for two years. We are in a better place to manage it with quarantine and isolation practices. We need to keep the workforce shortages in mind, and still require substitutes in virtual learning.
- In thinking about childcare and athletics, is this a pause to everything? Response: Recommend following the same guidelines in the plan. The way laid out site-by-site virtual shift, like to operate now, and keep activities going. Our teams and activities have dealt with this throughout this time to remain whole.
- Regarding the 3-day plan proposed, looking at sites and one who may have 40% of educators, is there any movement to rather than to come back into buildings, to go to day 3, or go to day 2 and then day 3? Response: In the communication shared, it shares with the start of analytics and absenteeism. Some will be lower tomorrow and higher than some. Staff absenteeism is COVID-related, but there are others where they may be only absent for one day. We have the three-step process in looking at the data and looking ahead to prepare families for the shift. We need to look at the data to understand the rationale.
- When we exclude the number of staff who are not teachers, we lose the bigger picture. We are seeing the impacts of other staff who are out, and need to have a way to balance that in any metric. We also need to look at those numbers if we were including other staff in that metric. Response: We also need to look at tier 2 subs at sites. Details were provided on the subs deployed to sites to offset the staffing concerns. We have looked at other districts with how they are looking at it, and there is no simple solution. We have some sites with 7 classrooms, and with one staff member out, they would hit that metric, and we need to understand this metric. We need to look at this move in a broader context.
- How many families and students in Discovery Club? What other options are available? Response: There are about 800 right now, and offering other options in the community with our partners including childcare. We are not in a position to offer DC because these are staff in other buildings, and also a ratio we need to maintain. If we can't guarantee that ratio by MDH, then we are out of compliance with offering childcare.
- With staffing and 25%, similar feelings as others that we are only including classroom teachers and not all staff within the building in the metric, and is problematic because some students need those staff members, and they will have an impact on the building. Response: These are the factors that are part of the process, but don't have a uniform way of allocated, and this provides a baseline. In terms of additional support staff, it is a column in our metric that is discussed.
- At the end of Day 1, are we sending communications to families about the transition? Response: Yes, that message went out on Day 1. In there, it says there is discretion to move schools to virtual learning sooner than the process. We wanted to give our buildings to continue to do the great job they are doing. The number of absences is higher than usual. We will continue to have that challenge throughout.
- When would the end date of the transition for virtual learning be? Response: The motion did not initially have an end date, but the hope was that it could be discussed. The peak would be around January 25th, so recommendation would be about 2 weeks.
- For the programs that are doing well and staffed, are those schools going to virtual learning right now, or allow to continue going forward in person? Response: All schools would go to virtual

learning in this motion. Those schools may not be hit yet by the surge, but there is a good chance they will be. For more context to the 3-day scenario model, we are not trying to watch it happen, but our goal for the first day is to get ahead of it for families to understand and prepare, and to be aware to move things around. During that time, we are deploying subs to ensure support is going to that building. It is not our stance to watch without doing anything.

- A real life scenario was reviewed. There is a delicate balance of data, and not based on one day, but fluctuations, to ensure we are doing all we can with notice to families. It also allows us to move support. The reason we are suggesting this model because if there are schools that are shutting down, staff may be deployed to other schools and allows for flexibility. This model is about to ensure our buildings stay open and mitigate risk, philosophically. We know our students learn best in person.
- This position is apparent to keep buildings open, and frustration is from one of the goals at the forefront is trying to ensure we are keeping as many people out of dangerous situations as possible. Through this process, see something that errs too much on getting people in person, and not err on the side of keeping folks safe. The motion on the table pushes to that action. Concerns about buildings open when they don't need to be when it's not safe. The 25% number feels too high. We should be acting much faster.
- Clarification on the motion was requested.
- Understand what describing that all staff report to buildings, staff teaching online, students learning online, and students who can stay home to learn on their device will do so? Wondering about the challenge of transition and nothing is optimal. Think about the potential challenge of transition for a week and a half, especially for our younger students, those transitions and routines can present challenges and disruptions. Folks have very different views about this topic, despite what is shown through emails and social media. Thinking about the proposal with tiered approach, and the sunset of that plan. Think about returning to supportive model where we had intermediate ground for students who needed support before fully in person. Think about jumping back and forth between virtual learning at home and uncertainty.
- When talking about possibly doing this and all staff report to buildings. Is that something we can do, based on previous MOUs? Response: An earlier agreement with SPFE on an MOU, the 4 different types of learning, and different agreements to who reports to work. We agreed that paraprofessionals and SCSPs would report to the building, while teachers would not be required to report during virtual learning. In this case, that is departure from MOA that all staff report to site, because we need to offer in person and be equitable across all groups and ready to support. Then once assessed about number of students, then the principal and team need to make a plan to respect the other aspect that teachers don't need to be teaching online and in person, and staff would need to be moved around to avoid fatigue. We heard in collaborative conversations they didn't like the notion of all staff reporting, but they would when asked with the understanding that not every staff member will be teaching students at home if we have so few students at the building who need support. Also our students with specialized services - some have plans that can be implemented at home, and others have plans that cannot. Time would also be necessary to plan for synchronous and asynchronous learning and lesson plans. Buses and meals would be available for families at the site, and would need all hands on deck initially.
- Further information was requested on the origination of the 25% threshold, and the number of people in sites and a way to create a percentage that is aligned with those numbers. When conversing with SPFE, the feedback was the original percentage was too high, and the metrics across the state and country. This percentage is close to the metrics in Chicago. If we believe the best format of instruction is in person, that is how to build a metric that is reasonable for a starting point to identify some sites and also other data collected.

- Further details was also provided on the impact of this decision for Birth to 5 students. We also talk program by program, and school by school. All are experiencing COVID in different ways, and that flexibility to have in person supports critical to their special needs and development as they move through our school system. Further details were also provided on in person services for FAPE. We do not have the Executive Order that allowed us to write contingency learning plans. We need to provide the full minutes in the IEP regardless of in person or virtually. If they cannot obtain those virtually, we need to bring them in person. We need to think of all students we serve. We had discussions based on sites and programs, instead of district wide. We also talk about the number of subs, and laying that map out by building. The 25% is a red flag to dig deep into what that means in that building.
- How are we fulfilling those minutes if we have high staff shortages for paraprofessionals? Response: It is times which we give support including frequency. We look at the wraparound team supports. It is rotation of staff. Paras do log their time for third party billing. IEPs are written with paraprofessional support, and if absent, the team helps. During COVID surge, the absentee rate is the same. There are a lot of students in the online school, or homebound. We are down about 200 students, and are shifting and moving. We also deploy all coaches and leads to schools who need it.
- We have a virtual learning, and for families who want the model are getting it. Deduce that those who stay in buildings want in person, and it is our priority, to provide in person learning, and have obligations to keep staff and students safe. With this plan, what are we trying for? Response: It gives Administration time for the appropriate PPE to arrive. It also gives opportunity for teachers to directly connect with students, including those out or in quarantine.
- Clarification on the current motion including end date and stipulations. The motion was clarified for the District to move to virtual learning starting Friday, January 21 for two weeks and return on February 7 and base on metrics to bring back in person.
- Per General Counsel, with the expansion based on the discussion, withdraw previous motion and make a new motion with all details or amending initial motion with additional pieces.

MOTION: Director Allen motioned to amend the original motion to end on February 7.

- One consideration is that February 7 is the second semester and students will be shifting classes while online. Directors responded that that first week is about relationship building anyways, so it would fit comfortable to do that online and get to know each other online.
- General Counsel clarified the motion to amend would need a second, and a vote. Then the motion in its entirety would be on the floor. It is a two-step process - to allow the amendment, and then action on the motion as amended.

MOTION: Director Allen motioned to amend the original motion to state that we end virtual learning on February 7. The motion was seconded by Director Henderson.

- Accepting the amendment is not a vote on the merits of the motion.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes

Director Foster	Yes
Director Henderson	Yes

- The motion as presented will talk about what will happen for those 2 weeks, but nothing after. It could be something similar, or something else? There will need to be a separate conversation for what happens after. Response: This motion would mean that students would report in person on February 7th.
- Director Allen recommended that we look at schools closer to February 7th into consideration, instead of saying everyone comes back on the 7th. We need something in place for the future.
- Superintendent Gothard shared his level of discomfort with this plan, and staff and families have a plan for temporary shifts to virtual learning. If the entire district goes to virtual learning to February 7th, don't know what that will look like, other than believe to come back in person. Our families' fear is if we go out, we don't come back, and want to be clear to not make it up as we go.
- Clarification on the motion was to go to virtual learning starting January 21 and come back in person on February 7.
- If we do pass this, it's important to note we are coming back in person, and any evaluation should happen after we come back in person. If there was a situation, it would be evaluated after coming back. Response: The plan families and staff received did not have an end date, to account for schools that are healthy and want to remain in person. We are unilaterally making a decision to move schools to a substandard way of learning. The Superintendent shared the challenges of students the past year. One thing our community needs is consistency. We can control the ability to work together to move in and out temporarily if the need arises. He is against this motion and believes it is not the right thing for our community, and when come back February 7th, the previous plan would be intact.

MOTION: Director Vue restated the motion to go to virtual learning on Friday, January 21, 2022 and end on February 4, 2022. Students would return on Monday, February 7, 2022.

The motion failed by roll call vote:

Director Ward	Yes
Director Vue	No
Director Allen	Yes
Director Kopp	No
Director Ellis	No
Director Foster	No
Director Henderson	Yes

- Superintendent Gothard shared additional details on the current plan, with no end date on that plan. He will share a daily update on schools and other dynamics. He also encouraged the Board to stay in communication and encouraged families to stay engaged.

B. Human Resource Transactions

MOTION: Director Vue moved approval of the HR Transactions for the period December 1 through December 31, 2021. Director Allen seconded the motion.

The motion was approved by roll call vote:

Director Ward	Yes
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Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

VII. CONSENT AGENDA

MOTION: Director Vue moved approval of all items within the consent agenda withholding items A2: Acceptance of Gift from The Thielen Foundation, and E14: Request Permission to Purchase COVID-19 Test Kits from Vault Health, which were pulled for separate consideration. Director Foster seconded the motion.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

A. Gifts

BF 32624 Acceptance of Gift from David Holland

That the Board of Education authorize the Superintendent (or Designee) to accept the gift from David Holland.

BF 32625 Gift Acceptance from Treasure Island

Board of Education approval for the district to accept the \$15,000 donation from Treasure Island Resort and Casino.

BF 32626 Request Permission to Accept Donation for Cherokee Heights Elementary School

That the Board of Education authorize the Superintendent (designee) to accept the donation and have the funds used to support student achievement outcomes at Cherokee Heights Elementary School.

BF 32627 Gift Acceptance from the Blackbaud Giving Fund - Ecolab

That the Board of Education Authorize the Superintendent (or Designee) to the \$5,000 gift from the Blackbaud Giving Fund - Ecolab and provide a letter expressing appreciation for the gift.

B. Grants

C. Contracts

BF 32628 Iceberg Technology Group – Contract Management – Amendment and Extension

That the Board of Education authorize the 3-month extension of Contract 21-1192 Contract Project Management for Iceberg Technology for the new total not to exceed \$304,640.00.

D. Agreements

BF 32629 IB Middle Years Programme (MYP) Reauthorization at Central High School

That the Board of Education authorize the Superintendent (designee) to sign the Statement of Acceptance for the Middle Years Programme at Central High School.

BF 32630 IB Middle Years Programme (MYP) Reauthorization at Harding High School

That the Board of Education authorize the Superintendent (designee) to sign the Statement of Acceptance for the Middle Years Programme at Harding High School.

BF 32631 IB Middle Years Programme (MYP) Reauthorization at Hazel Park Preparatory Academy

That the Board of Education authorize the Superintendent (designee) to sign the Statement of Acceptance for the Middle Years Programme at Hazel Park Preparatory Academy.

BF 32632 IB Middle Years Programme (MYP) Reauthorization at Highland Park Middle School

That the Board of Education authorize the Superintendent (designee) to sign the Statement of Acceptance for the Middle Years Programme at Highland Park Middle School.

BF 32633 IB Middle Years Programme (MYP) Reauthorization at Highland Park Senior High School

That the Board of Education authorize the Superintendent (designee) to sign the Statement of Acceptance for the Middle Years Programme at Highland Park Senior High School.

BF 32634 IB Middle Years Programme (MYP) Reauthorization at Ramsey Middle School

That the Board of Education authorize the Superintendent (designee) to sign the Statement of Acceptance for the Middle Years Programme at Ramsey Middle School.

BF 32635 Enter into Lease Agreement with Apple for MacBooks

That the Board of Education authorize the Superintendent (designee) to enter into Lease Agreement with Apple, Inc for MacBook, for a total that will not exceed \$4,400,000.00 over the life of the lease.

BF 32636 Request to Sign Concurrent Enrollment Program Agreement with Southwest Minnesota State University

That the Board of Education authorize the Superintendent (designee) to sign the Concurrent Enrollment Program Agreement between Saint Paul Public Schools and Southwest Minnesota State University for FY22.

BF 32637 Request to Sign Amendment for Career Pathways Academy PSEO by Contract Agreement with Saint Paul College

That the Board of Education authorize the Superintendent (designee) to sign the Amendment to the Career Pathways Academy PSEO by Contract Agreement between Saint Paul Public Schools and Saint Paul College for FY22.

BF 32638 Request to Sign School Counseling Internship Agreement with Capella University

That the Board of Education authorize the Superintendent (designee) to sign the School Counseling Internship Agreement between Saint Paul Public Schools and Capella University.

BF 32639 Memorandum of Understanding between Right Track and Saint Paul Public Schools

That the Board of Education authorize the Superintendent (designee) to sign the Memorandum of Understanding between Saint Paul Public Schools and Right Track for the remainder of the 2021- 22 school year.

BF 32640 Request to Sign the Memorandum of Understanding with St. Catherine University for CNA Programming

That the Board of Education authorize the Superintendent (designee) to sign the Memorandum of Understanding with St. Catherine University for FY22.

BF 32641 Memorandum of Understanding between Ramsey County and Saint Paul Public Schools

That the Board of Education authorize the Superintendent (designee) to sign the Memorandum of Understanding between Saint Paul Public Schools and Ramsey County for the remainder of the 2021-22 school year.

E. Administrative Items

BF 32642 Monthly Operating Authority

1. That the Board of Education approve and ratify the following checks and wire transfers for the period October 1, 2021 through October 31, 2021.

(a) General Account	#741610-742672	\$58,091,012.26
	#0004262-0004292	
	#7004216-7004250	
	#0006206-0006314	
(b) Debt Service	-0-	
(c) Construction	-0-	4,800.00
		<u>\$5,233,716.66</u>

\$63,329,528.92

Included in the above disbursements are two payrolls in the amount of \$41,175,194.12 and overtime of \$260,955.86 or 0.63% of payroll.

(d) Collateral Changes

Released: None

Additions: None

2. That the Board of Education further authorize payment of properly certified cash disbursements including payrolls, overtime schedules, compensation claims, and claims under the Workers' Compensation Law falling within the period ending May 31, 2022.

BF 32643 Recommendations for Exclusion of Students in Non-Compliance with Minnesota Statute 121A.15 Health Standards: Immunizations

That the Board of Education excludes the named students from school effective January 26, 2022, should they not comply with Minnesota State Health Standards for Immunizations on or before this date.

BF 32644 ABE Technology Purchase

That the Board of Education authorize the Superintendent (designee) to approve the purchase of \$186,615.20 worth of technology.

BF 32645 Approval of Pay Equity Implementation Report

That the Board of Education of Independent School District No. 625 approve the Pay Equity Implementation Report to be submitted to The Office of Minnesota Management and Budget.

BF 32646 Phase Gate Approval of Frost Lake Elementary Building Addition & Renovation (Project # 1100-19-01) Furniture: Gate #4 - Contract Award; Gate #4A – Finance Plan Update

That the Board of Education approve the award furniture supplier at the Frost Lake Elementary Addition and Renovation project (Project #s 1100-19-01) to General Office Products Company for a lump sum base bid of \$531,090.

BF 32647 Construction Change Directive # 0750-011 for Central Roofing Company at American Indian Magnet Building Addition & Remodel (Project # 1160- 19-01)

That the Board of Education authorize the Superintendent (or Designee) to sign Construction Change Directive #0750-011 for Central Roofing Company at American Indian Magnet Addition & Remodel for the not-to-exceed amount of \$204,250.00.

BF 32648 Facilities Department FY22 Purchases over \$175,000

That the Board of Education authorize the purchases listed for the Facilities Department anticipated to be over the \$175,000.

BF 32649 Design Services for FY22 Roof Replacement Program (Project # 0175-22- 01)

That the Board of Education authorize award of design and construction administration services to Miller Dunwiddie for the not-to-exceed fee of \$239,650.

BF 32650 Phase Gate Approval of Focus Beyond Playground (Project # 2003-22- 01): Gate #3 – Project Budget; Gate #3A – Finance Plan Update; Gate #4 – Contract Award; Gate #4A – Finance Plan Update

That the Board of Education authorize award of playground equipment for the playground at Focus Beyond to Flagship Recreation for the lump sum base bid for \$337,198.46 at Gate #3 – Project Budget, Phase Gate #3A – Finance Plan Update, Gate Check #4 – Contract Award, and Phase Gate Check #4a – Finance Plan Update.

BF 32651 Design Services for Creative Arts Secondary American Rescue Plan (ARP) funded HVAC Upgrades (Project # 2170-22-01)

That the Board of Education authorize award of professional design and construction administration consulting services to Dunham Associates, Inc. for the not-to-exceed fee of \$180,000.

BF 32652 Design Services for Highland Park Middle School American Rescue Plan (ARP) funded HVAC Upgrades (Project # 3081-22-01)

That the Board of Education authorize award of professional design and construction administration consulting services to ATS&R, Inc. for the not-to-exceed fee of \$235,048.

BF 32653 Design Services for Mississippi Creative Arts Elementary School American Rescue Plan (ARP) HVAC Upgrades (Project # 4190-22-01)

That the Board of Education authorize award of professional design and construction administration consulting services to ATS&R, Inc. for the not-to-exceed fee of \$249,220.

BF 32654 Design Services for Maxfield Elementary School American Rescue Plan (ARP) funded HVAC Upgrades (Project # 4180-22-01)

That the Board of Education authorize award of professional design and construction administration consulting services to KOMA, Inc. for the not-to-exceed fee of \$181,050.

F. Bids - None

G. Change Orders - None

ITEMS PULLED FOR SEPARATE CONSIDERATION

BF 32655 Acceptance of Gift from The Thielen Foundation

Director Ellis requested more information on this item. She recounted her experience at Humboldt and the new space available to students. Excited about the new space, and to share with the Board how this came to be.

Adam Theilen from the Minnesota Vikings and his wife have a foundation, and the Foundation approached a former staff member at Humboldt on the combination of football programs and a site to improve in Saint Paul. There was a suggestion to work with Humboldt and the need to update this facility.

MOTION: Director Vue, seconded by Director Ellis, moved that the Board of Education authorize the Superintendent (or Designee) to accept the gift from the Thielen Foundation.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

BF 32656 Request Permission to Purchase COVID-19 Test Kits from Vault Health

Further details were provide on this item as it was an addition to the agenda. This is a second request to purchase kits for employee use from grant funding from the State and leftover resources to purchase an additional 3000 test kits at a cost of \$237,000.

MOTION: Director Vue, seconded by Director Allen, moved that the Board of Education authorize the Superintendent to purchase COVID-19 Test Kits from Vault Health.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

IX. OLD BUSINESS

A. Review of Resolution Adopting a Saint Paul Public Schools Resolution Mandating the Use of Masks in all Saint Paul Public School Buildings

Superintendent Gothard reviewed this resolution update. The resolution of the mask mandate - within the resolution it states the Board will review this as necessary and this is an opportunity to bring before the Board. It is the recommendation to be no changes and to continue with the masking mandate.

There were no further questions or discussion from the Board.

B. Review of Resolution Adopting a Saint Paul Public Schools Resolution Requiring All Staff Either to be Vaccinated Against COVID-19 or to Submit to Regularly Scheduled COVID-19 Testing

Administration shared updates to the vaccination resolution approved last last year. We would like to revise the current resolution to have acknowledgment of a receipt of a booster vaccination. Further details on the specifics for each vaccine and timeline were provided on booster eligibility. Staff will be advised of any further differences. The effectiveness of the booster vaccination and encourage all staff to be vaccinated and boosted.

- The new definition of “fully vaccinated” would include a booster, and would staff then need to submit to weekly testing without the booster? Response: That is correct. Staff would either need to acknowledge they have completed the booster vaccine, or be tested weekly.

BF 32657 Resolution Adopting a Saint Paul Public Schools Resolution Requiring All Staff Either to be Vaccinated Against COVID-19 or to Submit to Regularly Scheduled COVID-19 Testing

MOTION: Director Vue, seconded by Director Ward, moved that the Board of Education approve the revised version of Resolution Adopting a Saint Paul Public Schools Resolution Requiring All Staff Either to be Vaccinated Against COVID-19 or to Submit to Regularly Scheduled COVID-19 Testing.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

X. NEW BUSINESS

A. Naming the Horace Mann School Cafeteria in Honor of Michael Holleran

Superintendent Gothard welcomed Horace Mann staff and the Family of Mike Holleran, and to provide additional information on this item. Principal Jim Litwin provided background information on this item, including the dedication of the cafeteria in honor of Mike Holleran. He acknowledged Carol Holleran. Principal Litwin shared his meeting with the community and family on ideas to honor Mike - including the dedication of the cafeteria and to start a lunch fund for the students. Mike was the head engineer for 28 years - he worked for decades to make the school the best it could be. He is remembered for his sense of humor and how he could fix anything, and his soft heart for all kids. He was willing to help with community service for students. He came to after school activities even though his work day was done, and how he kept the building clean, and his hard work. He could not remember Mike taking a sick day. Mike caught COVID in 2020, and wasn't able to fight it off in the days before vaccines. His family wants

to encourage all to be vaccinated and boosted. The cafeteria will be renamed Mike Holleran Hall, and his family will create a lunch fund for students.

Director of Facilities, Tom Parent, also shared words about Mike Holleran. We are still feeling a loss, and this is to grieve together and heal. Mike passed away in the darkest days of the pandemic, and share with Carol, Ryan and Emily in a way to honor all he gave us. It is about the love for him and celebrate his life and all he gave us is a touching tribute to his legacy. Use this as an opportunity to raise and share the great work of our custodial team.

Director Vue shared that knowing how SPPS can be a large part of a loved one's life, and was encouraged how the community came together to honor him in this way. This may seem like a small way to deal with the grief, but we appreciate his service.

Superintendent Gothard shared that family do show up to see the space in honor of their loved one. His name will be there forever, and forever part of their family.

BF 32658 Naming the Horace Mann School Cafeteria in Honor of Michael Holleran

MOTION: Director Vue, seconded by Director Ellis and Director Allen, moved that the Board of Education approves the request to name the Horace Mann School cafeteria in honor of Mike Holleran.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

B. Resolution Providing For The Competitive Sale Of \$15,000,000 General Obligation School Building Bonds, Series 2022A; Covenanting And Obligating The District To Be Bound By And Use The Provisions Of Minnesota Statutes, Section 126C.55 To Guarantee The Payment Of The Principal And Interest On The Bonds

Superintendent Gothard then welcomed Arleen Schilling, Controller, and Kelly Smith, from Baker Tilly, to provide more details on the below three bond sales. These are annual set sales of bonds. There are 3 resolutions for set sale bond resolution, including for \$15 million for capital projects, the second is a follow up for the long-term facilities maintenance plan, and the third is for a bond refunding. Kelly Smith, representative from Baker Tilly, then noted the first bond sale is for the \$15M bond for the District; the second is the funding to carry out the approval of the 10-year LTFM plan; and the third is a bond refunding with interest cost savings of an estimated \$1M in the remaining life of the bond, with about \$95,000 in savings per year, which are savings to the taxpayer with a credit on lowering the debt service in Pay23.

BF 32659 Resolution Providing For The Competitive Sale Of \$15,000,000 General Obligation School Building Bonds, Series 2022A; Covenanting And Obligating The District To Be

Bound By And Use The Provisions Of Minnesota Statutes, Section 126C.55 To
Guarantee The Payment Of The Principal And Interest On The Bonds

MOTION: Director Vue, seconded by Director Foster, moved that the Board of Education approve the Resolution Providing For The Competitive Sale Of \$15,000,000 General Obligation School Building Bonds, Series 2022A; Covenanting And Obligating The District To Be Bound By And Use The Provisions Of Minnesota Statutes, Section 126C.55 To Guarantee The Payment Of The Principal And Interest On The Bonds.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

C. Resolution Providing For The Competitive Sale Of \$21,555,000 General Obligation Facilities Maintenance Bonds, Series 2022B; Covenanting And Obligating The District To Be Bound By And Use The Provisions Of Minnesota Statutes, Section 126C.55 To Guarantee The Payment Of The Principal And Interest On The Bonds

BF 32660 Resolution Providing For The Competitive Sale Of \$21,555,000 General Obligation Facilities Maintenance Bonds, Series 2022B; Covenanting And Obligating The District To Be Bound By And Use The Provisions Of Minnesota Statutes, Section 126C.55 To Guarantee The Payment Of The Principal And Interest On The Bonds

MOTION: Director Vue, seconded by Director Ellis, moved that the Board of Education approve the Resolution Providing For The Competitive Sale Of \$21,555,000 General Obligation Facilities Maintenance Bonds, Series 2022B; Covenanting And Obligating The District To Be Bound By And Use The Provisions Of Minnesota Statutes, Section 126C.55 To Guarantee The Payment Of The Principal And Interest On The Bonds.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

D. Resolution Providing For The Competitive Sale Of \$10,115,000 General Obligation Refunding Bonds, Series 2022C; Covenanting And Obligating The District To Be Bound By And Use The Provisions Of Minnesota Statutes, Section 126C.55 To Guarantee The Payment Of The Principal And Interest On The Bonds

BF 32661 Resolution Providing For The Competitive Sale Of \$10,115,000 General Obligation Refunding Bonds, Series 2022C; Covenanting And Obligating The District To Be Bound By And Use The Provisions Of Minnesota Statutes, Section 126C.55 To Guarantee The Payment Of The Principal And Interest On The Bonds

MOTION: Director Vue, seconded by Director Foster, moved that the Board of Education approve Resolution Providing For The Competitive Sale Of \$10,115,000 General Obligation Refunding Bonds, Series 2022C; Covenanting And Obligating The District To Be Bound By And Use The Provisions Of Minnesota Statutes, Section 126C.55 To Guarantee The Payment Of The Principal And Interest On The Bonds.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

XI. BOARD OF EDUCATION

A. Information Requests & Responses

B. Items for Future Agendas

- Director Ward requested discussion to allow for a longer Public Comment period if there is something of greater interest.
- He also mentioned a revision of the agenda for those high interest topics to be closer to the start of the meeting, and move them up in the agenda.

C. Board of Education Reports/Communications

- Director Vue reported he attended the MSBA Leadership Conference and meeting other members across the state. He noted the acknowledgement of Director Ellis at that program. Director Ellis then shared her experience as a director on the MSBA board. Director Kimberly Caprini from MPS will be the new director for District 8, which is SPPS and MPS. There were discussion that SPPS, MPS and Anoka-Hennepin should each be their own district. She has met great school board members from attending MSBA meetings and conferences, and the opportunity to travel with MSBA and amazing experiences and frustrations as well. Director Vue shared that her time has been recognized and her work is appreciated.
- Director Allen shared her time at a PSEO class at Humboldt. They were having college level classes in college level style. She was also invited by the Black Student Union to hear about the segregation at Central High School. She recounted her experience at Central and the segregation she experienced, and the location of classes in the school.

XI. FUTURE MEETING SCHEDULE

A. Board of Education Meetings (6:05 p.m. unless otherwise noted)

- February 22
- March 22

- April 19
- May 24
- June 7 | Special | Non-Renewals | 4:00pm
- June 21
- July 19
- August 23

B. Committee of the Board Meetings (4:30 p.m. unless otherwise noted)

- February 8
- March 8
- April 5
- May 10
- June 7
- August 10 (Wednesday)

XII. ADJOURNMENT

Director Vue moved to adjourn the meeting; Director Ellis seconded the motion.

The motion was approved by roll call vote:

Director Ward	Yes
Director Vue	Yes
Director Allen	Yes
Director Kopp	Yes
Director Ellis	Yes
Director Foster	Yes
Director Henderson	Yes

The meeting adjourned at 11:15 p.m.

For clarity and to facilitate research, these minutes reflect the order of the original Agenda and not necessarily the time during the meeting the items were discussed.

Prepared and submitted by:

Sarah Dahlke

Assistant Clerk, St. Paul Public Schools Board of Education

**INDEPENDENT SCHOOL DISTRICT NO. 625
Saint Paul, Minnesota**

SPECIAL CLOSED MEETING OF THE BOARD OF EDUCATION

**360 Colborne Street
Saint Paul, MN 55102**

**February 8, 2022
3:30 p.m.**

MINUTES

I. CALL TO ORDER

The meeting was called to order at 3:37 p.m. by Jim Vue, Chair.

II. ROLL CALL

Board of Education: J. Vue, U. Ward, J. Kopp, H. Henderson, J. Foster, Z. Ellis,
Superintendent Gothard

C. Long, General Counsel; W. Forbes, Assistant General Counsel

C. Baker, A. Collins, J. Turner, M. Schrul, K. Thao, T. Parent, M. Watkins,
S. Dahlke

A. Thomas, Outside Counsel

C. Allen joined the meeting at 4:13 p.m.

III. APPROVAL OF THE ORDER OF THE MAIN AGENDA

MOTION: It was moved by Director Vue, and seconded by Director Foster, to approve the main order of the agenda. It passed by acclaim.

IV. MOTION TO CLOSE MEETING

MOTION: It was moved by Director Vue and seconded by Director Foster that the Board of Education close the special meeting and continue the meeting as a closed meeting to discuss attorney-client privileged matters as is permitted by Minnesota Statutes Section 13D.05, subd. 3(b) regarding pending litigation involving Weber, Inc. v. Saint Paul Public Schools, Independent School District No. 625, Ramsey County District Court Case No. 62-CV-20-1469. It was passed by acclaim.

V. NEW BUSINESS

The Board of Education and Administration then discussed attorney-client privileged matters as is permitted by Minnesota Statutes Section 13D.05, subd. 3(b) regarding pending litigation involving Weber, Inc. v. Saint Paul Public Schools, Independent School District No. 625, Ramsey County District Court Case No. 62-CV-20-1469.

VI. MOTION TO OPEN MEETING

MOTION: It was moved by Director Vue, and seconded by a board member to open the meeting. It was passed by acclaim.

VII. ADJOURNMENT

It was moved by Director Vue, and seconded by a board member, to adjourn the meeting. It was passed by acclaim.

The meeting adjourned slightly after 4:30 p.m.

For clarity and to facilitate research, these minutes reflect the order of the original Agenda and not necessarily the time during the meeting the items were discussed.

Prepared and submitted by:

Sarah Dahlke

Board Secretary, St. Paul Public Schools Board of Education

**INDEPENDENT SCHOOL DISTRICT NO. 625
Saint Paul, Minnesota**

**COMMITTEE OF THE BOARD MEETING
360 Colborne Street
Saint Paul, MN 55102**

**February 8, 2022
4:30 p.m.**

MINUTES

I. CALL TO ORDER

The meeting was called to order at 4:44 p.m. by Vice Chair Vue.

II. ROLL CALL

Board of Education: J. Kopp, J. Vue, J. Foster, C. Allen, Z. Ellis, H. Henderson, U. Ward

Staff: Superintendent Gothard; C. Long, M. Langworthy, M. Thornton, D. Abrams, J. Turner, A. Collins, B. Chan, M. Doud, K. McCarty, K. Thao, C. Baker, K. Wilcox-Harris, K. Arzamendia, J. Vollmer, M. Schrul, M. Karels, S. Dahlke

Public: R. Horowitz, W. Aldrich, L. Bolton, J. Verges

III. APPROVAL OF THE ORDER OF THE MAIN AGENDA

MOTION: Director Kopp moved approval of the Order of the Agenda. The motion was seconded by Director Allen. It passed by acclaim.

IV. SUPERINTENDENT'S ANNOUNCEMENTS

Superintendent Gothard welcomed everyone to the meeting and thanked Vice Chair Kopp for giving space, especially as we continue in this difficult time with the murders of George Floyd, Daunte Wright, and now Amir Locke. Amir was a student of SPPS and had many ties to the community. Superintendent Gothard noted he was able to observe students gathering and organizing a march to the Governor's residence and their powerful words and role in ensuring these incidents stop and to take control of social justice and racial justice actions in our community. It was a well-attended event with around 2000 attendees and wants our young people to have space, be supporters, and be safe. He also thanked our Security and Emergency Management team for their work, as well as the building administrators for providing space for students.

He also acknowledged the recent Omicron surge and our cases were as high as they had been just a month ago. He noted the high substitute teacher fill rate, and fewer absences and more consistency in buildings since the surge. He also provided a brief update on the plan for the move to virtual learning by school and the 25% threshold of licensed teachers in the building, as well as the role of Tier 1 and 2 subs,

and reasons for absences. He thanked Mary Langworthy for her work, as well as the change of isolation for staff and close contacts from 10 to 5 days which has also helped. He then shared data of the number of cases from the beginning of the year and the decrease in cases since then. Superintendent Gothard also provided a brief recap on the plan for transportation. He also thanked Director Kopp and Director Henderson for their work in SPARK with the City to prepare our young learners for kindergarten, and the petition to add this item to the ballot in November for a property tax increase, and this important work with the City of Saint Paul, and a coordinated effort with SPPS, our families, friends, neighbors, and community.

V. 2022-2023 BUDGET GUIDELINES

Superintendent Gothard then welcomed Chief Financial Officer, Marie Schrul, to present the 2022-2023 Budget Guidelines. She went on to review the philosophy, the 2022-2023 SPPS Achieves instructional priorities, process and budget model, compiling and presentation of the 2022-2023 budget, including stakeholder engagement and the final presentation of a balanced budget to the Board of Education, which must be approved by the Board by June 30, 2022.

The full presentation can be found in the BoardBook.

QUESTIONS/DISCUSSION:

- Further information, including the history of this model and recent engagement, was requested on the engagement model of IAP2.
- Are there certain days for engagement opportunities? Response: We will be coordinating with the Office of Family Engagement and Community Partnerships, and anticipate those dates to be after the budgets are rolled out, sometime between April and May, as well as a school budget fair.
- More details were requested on the fully financed budget, which includes Title 1 and grant, as well as federal revenue. Special Education funding is from the State, which is the General Fund, as well as ELL funding.

RECOMMENDED MOTION: Director Kopp moved approval of the 2022-2023 Budget Guidelines as presented. The motion was seconded by Director Allen. It passed by acclaim.

IV. SPPS FIVE YEAR FISCAL FORECAST: FY23-FY27

Chief Schrul then presented the SPPS Five Year Fiscal Forecast: FY23-FY27 presentation. The budget process was reviewed, including the commitment to an ongoing, priority-based budget process that included developing a multi-year financial plan. Within step 5, Ensure Sustainability, to put strategies into practice and evaluate results, we will improve resource allocations through steps including presenting a multi-year financial plan, as well as others. State funded enrollment trends were reviewed, from FY19 through FY23. The General Fund fiscal forecast assumptions for revenue were presented, as well as General Fund fiscal forecast assumptions for expenditures. Next, the General Fund fiscal forecast for FY23-FY27 was shared. For General Fund fiscal forecast take aways, items included that ESSER I, II, and III are one-time only Federal funding sources that expire between 9/2022 - 9/2024; cannot control all expenditures; and use of General Fund unassigned fund balance. Recommendations will be made to the Board of Education on how to address the projected FY23 General Fund shortfall in future budget updates.

QUESTIONS/DISCUSSION:

- Further details were requested on the impacts to enrollment and staffing with Envision SPPS.
- More information was also requested on the financial impact of the schedule change for high schools. Those buildings will not require as many teachers as a 7-period day, as well as expanding and offering online courses to students.
- Further details were also requested on the budget for the online school, which is similar to staffing of any other school, and will be the recipient of the same staffing allocation, which is enrollment driven.
- More information was requested on the timeline of the budget, and final recommendation to the Board of Education. Response: We will begin to roll out information at the March meetings, with frequent updates in Committee of the Board and Regular meetings, and there may also be additional meetings, with another month to provide calculations and scenarios for the recommendation. Salaries and benefits are 85% of the budget, and the first item will be to assign staff to locations. In the past, the District had discretionary funding, whereas it is now more centralized. Administration will be working with the Board and providing updates, with a preliminary budget by the May Committee of the Board or Regular meeting and final adoption in June. There are important other factors as well, such as ESSER and ARP funding. There will be strategic decisions in reducing expenditures based on the decreased enrollment, as well as impacts from recent legislative actions. Staff are working to ensure the budget is aligned to our priorities.
- More information was requested on the measurement and tools of the strategic plan and student outcomes.
- Information was requested on the purchasing contracts.
- More details were also provided on the engagement around the Educational Benefits (FRL) applications, including call center format, app (only school district in the country to engage on this form via app), home visits, Academic Support Centers last year, and other creative ways. Since lunches have been free through the pandemic, there has been less incentive to complete the application. This year saw a decrease of 4%. We are looking at additional tools and opportunities, and information was also shared on ways families are being informed.
- More details were also provided on the impact of ARP funds to balance the budget.
- Inflation was mentioned as a point of clarification and impact on the budget, including the state revenue formula, as well as COLA increases.
- The work of Mary Gilbert at the legislature was also recognized.
- Superintendent Gothard thanked Chief Shrul as this develops, and the legislative session will also have an impact on the budget, and Administration will continue to share the great work that is happening.

X. ADJOURNMENT

Director Kopp moved to adjourn the meeting. Director Allen seconded the motion. It passed by acclain.

The meeting adjourned at 6:34 p.m.

For clarity and to facilitate research, these minutes reflect the order of the original Agenda and not necessarily the time during the meeting the items were discussed.

Prepared and submitted by:

Sarah Dahlke

Assistant Clerk, St. Paul Public Schools Board of Education

Partnership with Youthprise to Deliver Summer Enrichment Services

**Board of Education
February 22, 2022**



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“This place gives so many opportunities, and I like the people working here.”

42

Moua, Johnson Senior High School
Urban Roots Intern

Innovation Office

Office Mission

To **guide** Saint Paul Public Schools (SPPS) in the implementation of district-wide process improvements including COVID-19 recovery work, **provide a framework** for accomplishing this work and achieving desired outcomes, and **proactively communicate** with stakeholders about what SPPS is doing to equitably and sustainably support student achievement. 43

Focus Areas

1. American Rescue Plan (ARP) oversight and progress monitoring
2. Special projects
3. Communications support
4. SPPS Achieves (starting March 2022)
5. District-wide project management (starting March 2022)

Project Background

Identified Need

Get Governor's Discretionary Funds into the community to support students as quickly as possible

Solution

SPPS sought an intermediary organization to support subcontracting \$174,000 to youth-serving entities that offered summer programming focused on:

- Mentoring services
- Tutoring services
- Summer field trips for hands-on learning opportunities
- General enrichment services

Through a Request for Quote (RFQ) process, SPPS awarded a contract to Youthprise to subcontract with youth serving organizations

Project Timeline

**June
2021**

- Project initiation/implementation
- Request for quotes (RFQ)
- Vendor review and selection

**July
2021**

- Contract initiated and approved
- Communicated opportunity
- Subgrantees reviewed and selected

**Aug/Sept
2021**

- Summer programming
- Site visits
- Final report reviews/invoicing
- Exit interviews

45



46

Mission: We increase equity with and for Minnesota's indigenous, low-income, and racially diverse youth.

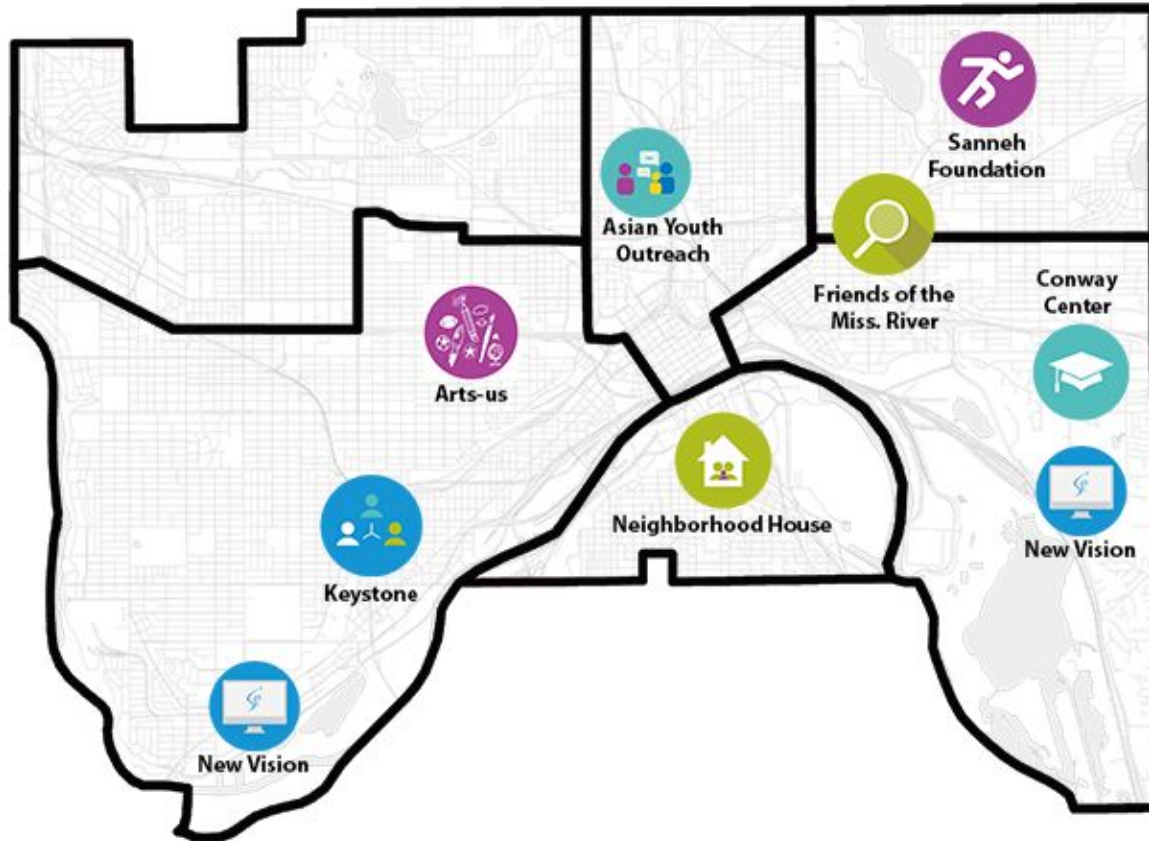
Vision: We envision a Minnesota where outcomes for youth are no longer predictable by race, geography, or socioeconomic status.

Partnering Organizations

Awards ranged from \$6,000-\$20,000



Primary Areas Served



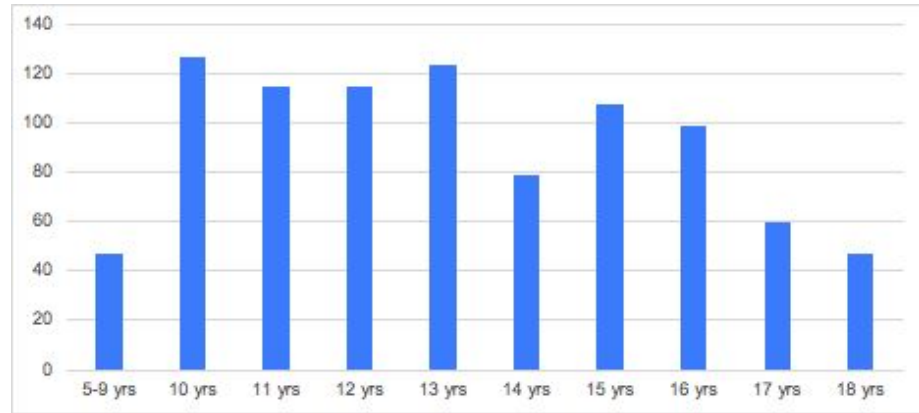
Neighborhoods

- East Side
- Frogtown
- Highwood Hills
- North End
- Sibley (Highland Park)
- Summit-University
- West 7th
- West Side

48

Students Served

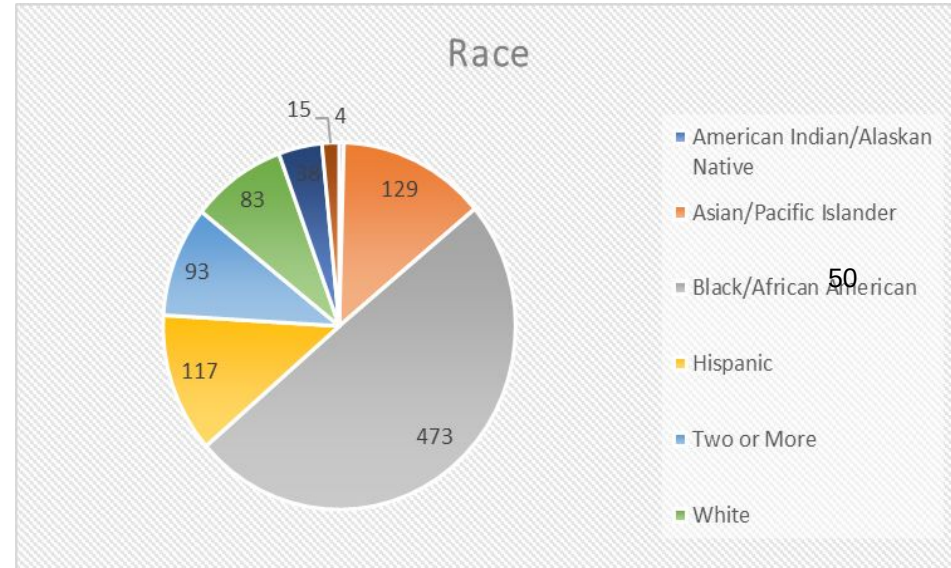
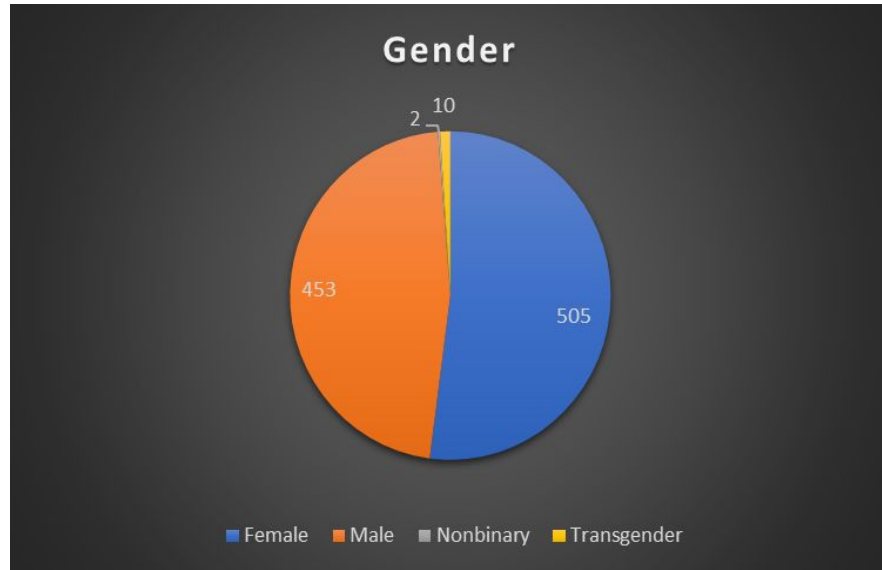
Served 953 students*, over 90% identify as students of color



49

**Targeted middle and high school students to complement Community Ed offerings focused on elementary students*

Students Served



Friends of the Mississippi River



The Data-Driven Initiatives through Artists Leadership (DIAL), Asian Youth Outreach (AYO)

51

Close



52

Request For Proposals

\$7 million in American Rescue Plan (ARP) funds allocated for community partners to serve students and families most impacted by COVID-19

Four priority funding areas:

1. In-school mental health, social emotional learning and support for students
2. Out of school time (OST) youth programs for middle school students through Flipside
3. In-school and school-aligned family support, especially support that is designed for the families of students most impacted by distance learning
4. In-school student academic support, especially support that is designed for the student groups most impacted by distance learning

Innovation Office

innovationoffice@spps.org

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HUMAN RESOURCE TRANSACTIONS
JANUARY 1, 2022 – January 31, 2022
February 22, 2022

NEW APPOINTMENT

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Pay Rate</u>	<u>Location</u>
Michaud, S.	Classroom Teacher	01/20/2022	\$40.56	Central Senior High
Savatdy, V.	Classroom Teacher	01/10/2022	\$33.16	Capitol Hill Magnet
Sullivan, M. R.	Classroom Teacher	01/10/2022	\$28.14	Humboldt Secondary School
Ylinen Fredrickson, J.	Classroom Teacher	01/10/2022	\$32.38	Jackson Preparatory Elem
Mau, S. L.	Classroom Teacher	01/31/2022	\$40.58	Johnson Senior High
Monroe, K.	Classroom Teacher	01/24/2022	\$54.96	Highland Park Middle School
Sowell, C. M.	Classroom Teacher	01/10/2022	\$39.81	Creative Arts Secondary
Yang, P. N.	School/Community Professional	01/10/2022	\$25.39	Washington Tech Sec
Ntakarutimana, A.	Education Assistant	01/08/2022	\$25.18	Focus Beyond
Thin, A.	Education Assistant	01/19/2022	\$18.08	271 Belvidere Bldg
Baker, K. S.	Teaching Assistant	01/03/2022	\$15.38	Como Park Elementary
Bringardner, M.	Teaching Assistant	01/01/2022	\$15.61	Como Park Senior High
Commodore, I. J.	Teaching Assistant	12/13/2021	\$15.53	Capitol Hill Magnet
Correo, J.	Teaching Assistant	01/01/2022	\$15.38	Expo for Excellence Elem
Cragg Weldon, K.	Teaching Assistant	01/18/2022	\$15.53	Riverview School of Excel
Crocker, P. H.	Teaching Assistant	01/18/2022	\$15.49	Highwood Hills Elementary
Curl, T.	Teaching Assistant	01/18/2022	\$15.59	Nokomis Montessori North
Davis, L.	Teaching Assistant	01/10/2022	\$15.30	Crossroads Montessori
Fantel, N. H.	Teaching Assistant	01/10/2022	\$15.30	Highwood Hills Elementary
Furtney, K. J.	Teaching Assistant	01/18/2022	\$15.82	Groveland Park Elementary
Gales, J.	Teaching Assistant	12/13/2021	\$15.30	Capitol Hill Magnet
Hegstrom, S.	Teaching Assistant	01/18/2022	\$15.38	Hamline Elementary
LaPierre, A. S.	Teaching Assistant	01/18/2022	\$15.49	Johnson Senior High
Madderom, H. N.	Teaching Assistant	01/03/2022	\$15.49	Groveland Park Elementary
Morris, B. L.	Teaching Assistant	01/18/2022	\$15.49	RiverEast Elem/Secondary

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NEW APPOINTMENT

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Pay Rate</u>	<u>Location</u>
Robinson, D. A.	Teaching Assistant	01/03/2022	\$15.38	Como Park Senior High
Shaw, P. E.	Teaching Assistant	01/18/2022	\$15.49	Highwood Hills Elementary
Shirilla, J. M.	Teaching Assistant	01/18/2022	\$15.61	Open World Learning
Smith, A. J.	Teaching Assistant	01/18/2022	\$15.49	Bruce F Vento Elementary
Williams, T. L.	Teaching Assistant	01/03/2022	\$15.38	Como Park Elementary
Wright, J. L.	Teaching Assistant	12/13/2021	\$15.38	Como Park Senior High
Yang, R. J.	Teaching Assistant	01/10/2022	\$15.38	Bruce F Vento Elementary
Karpen, S. A.	Clerical	01/31/2022	\$22.38	Como Service Center
Paulick, L. R.	Clerical	01/18/2022	\$28.13	Colborne Admin Offices
Belisle, J. A.	Custodian	01/29/2022	\$27.42	Jackson Preparatory Elem
Carey, L.	Custodian	01/18/2022	\$17.65	The Heights Community
Carlson, A. J.	Custodian	01/10/2022	\$17.65	Como Service Center
Davis, W.	Custodian	01/10/2022	\$17.65	Como Service Center
King, C.	Electrician	01/29/2022	\$53.65	Como Service Center
Ahmed, D. A.	Nutrition Services	01/22/2022	\$15.00	Ramsey Middle School
Dosedel, M. J.	Professional Employee	01/18/2022	\$44.81	Colborne Admin Offices
Fuentes, L.	Professional Employee	01/22/2022	\$23.68	Colborne Admin Offices
Picard, N.	Clerical	01/31/2022	\$27.52	Maxfield Elementary

PROMOTION

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Pay Rate</u>	<u>Location</u>
Sperber, R. E.	Classroom Teacher From: Teaching Assistant	01/22/2022	\$30.52	Humboldt Secondary School
Kunz, A. B.	Superintendency Career Progression	01/31/2022	\$63.44	Como Service Center
Natala, B. L.	Superintendency Career Progression	01/31/2022	\$63.44	Colborne Admin Offices
Schmidt de Carranza, S. L.	Superintendency Career Progression	01/31/2022	\$64.17	Colborne Admin Offices
Gordon, N. I.	School/Community Professional Career Progression	01/15/2022	\$34.51	Highland Park Middle School

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PROMOTION

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Pay Rate</u>	<u>Location</u>
Kemp, N. L.	School/Community Professional Career Progression	02/07/2022	\$34.51	Washington Tech Sec
Kilbourne, T. W.	School/Community Professional From: Teaching Assistant	02/05/2022	\$21.77	RiverEast Elem/Secondary
Mobley, J. M.	School/Community Professional Career Progression	01/08/2022	\$24.36	Farnsworth Aerospace UPR
Owens, D. S.	School/Community Professional From: Education Assistant	01/18/2022	\$24.36	E-STEM Middle School
Scott, L. R.	School/Community Professional Career Progression	01/15/2022	\$21.69	Hazel Park Preparatory
Smith, D. D.	School/Community Professional From: Teaching Assistant	01/08/2022	\$21.03	Farnsworth Aerospace UPR
Thao, M.	School/Community Professional Career Progression	02/05/2022	\$26.87	Parkway Montessori
Weber, D. J.	School/Community Professional From: Teaching Assistant	01/29/2022	\$21.77	Nokomis Montessori North
Zavala, J. G.	School/Community Professional From: Education Assistant	01/05/2022	\$25.39	Humboldt Secondary School
Brooks, P.	Education Assistant From: Teaching Assistant	01/18/2022	\$22.36	Farnsworth Aerospace UPR
Johnson Kramschuster, M. A.	Education Assistant From: Teaching Assistant	01/15/2022	\$17.81	Hamline Elementary
Johnson, B. J.	Education Assistant From: Teaching Assistant	01/15/2022	\$20.47	Central Senior High
Kwee, S.	Education Assistant Career Progression	01/03/2022	\$21.40	Harding Senior High
Lee, C. K.	Education Assistant From: Teaching Assistant	01/29/2022	\$23.91	Battle Creek Elementary
Simmer, E. J.	Education Assistant From: Teaching Assistant	08/28/2021	\$19.74	Hamline Elementary

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PROMOTION

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Pay Rate</u>	<u>Location</u>
Barnes, R. L.	Teaching Assistant Career Progression	01/24/2022	\$15.84	JJ Hill Montessori Magnet
Coffey, H. G.	Teaching Assistant Career Progression	01/01/2022	\$15.61	Groveland Park Elementary
Schmidt, B.	Teaching Assistant Career Progression	01/08/2022	\$15.61	Crossroads Montessori
Faciana, J. L.	Clerical Career Progression	01/17/2022	\$25.64	Colborne Admin Offices
Flores, M. E.	Clerical Career Progression	01/29/2022	\$31.55	Colborne Admin Offices
Akeredolu, A. F.	Nutrition Services Career Progression	01/29/2022	\$28.15	Como Service Center
Francis, M.	Nutrition Services Career Progression	01/29/2022	\$28.15	Como Service Center
Johnson, A. T.	Professional Employee Career Progression	01/03/2022	\$33.34	Colborne Admin Offices
Moody, C. R.	Professional Employee Career Progression	01/18/2022	\$36.09	Como Service Center
Shepherd, M. C.	Professional Employee Career Progression	01/15/2022	\$36.09	Como Service Center

TEMPORARY APPOINTMENT

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Pay Rate</u>	<u>Location</u>
Brown, K. T.	Classroom Teacher	02/12/2022	\$28.14	The Heights Community
Fischer, E. E.	Classroom Teacher	01/29/2022	\$28.14	Hazel Park Preparatory
Karsell, R. A.	Classroom Teacher	01/31/2022	\$28.14	Harding Senior High
Faust, C. C.	Classroom Teacher	01/10/2022	\$38.00	Central Senior High

LEAVE OF ABSENCE

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Location</u>
Bell, E. M.	Classroom Teacher	01/29/2022	Creative Arts Secondary
Chung, Y.	Classroom Teacher	12/17/2021	Washington Tech Sec
Lee, M.	Classroom Teacher	01/19/2022	Central Senior High
Mullan, J. J.	Classroom Teacher	01/26/2022	Eastern Heights Elementary
Opatz, K. M.	Classroom Teacher	01/20/2022	Capitol Hill Magnet
Smith, L. A.	Classroom Teacher	12/07/2021	Randolph Heights Elem

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LEAVE OF ABSENCE

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Location</u>
Solachava-Chamutouskaya, H.	Classroom Teacher	02/03/2022	Ramsey Middle School
Ueno-Paz, T. L.	Classroom Teacher	12/31/2021	Chelsea Heights Elementary
Hennessey, K. J.	Classroom Teacher	01/17/2022	American Indian Magnet
Obasi, C. C.	Classroom Teacher	01/17/2022	Parkway Montessori
Abbas, S. A.	Classroom Teacher	01/28/2022	Virtual Learning School
Larson, H. M.	Classroom Teacher	01/17/2022	Johnson Achievement Plus
Aufdembrink, L. D.	Teaching Assistant	01/10/2022	Global Arts Plus UPR
Johnson, R. J.	Teaching Assistant	01/18/2022	Global Arts Plus LWR
Martin, N. M.	Teaching Assistant	01/05/2022	Rondo Education Center
Olson, R. E.	Teaching Assistant	12/11/2021	Focus Beyond
Whyte, T.	Teaching Assistant	12/31/2021	RiverEast Elem/Secondary
Boland, J. J.	Custodian	01/06/2022	Cherokee Heights Elem
Davis, P. D.	Custodian	01/05/2022	Battle Creek Elementary
Ward, N. A.	Custodian	12/29/2021	St. Paul Music Academy
Dobie, S.	Nutrition Services	01/05/2022	Mississippi Creative Arts
Hatch, B. L.	Nutrition Services	11/09/2021	Open World Learning
Purdie, S. N.	Sheet Metal Worker	09/27/2021	Como Service Center

REHIRE

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Pay Rate</u>	<u>Location</u>
Lor, V.	Classroom Teacher	01/18/2022	\$28.14	Parkway Montessori
Resele, A. M.	Classroom Teacher	02/08/2022	\$51.30	Multicultural Resource Ctr
Vue, I. P.	Classroom Teacher	01/10/2022	\$28.14	Phalen Lake Hmong Studies
Schumacher, J. B.	Classroom Teacher	01/11/2022	\$35.12	Adams Spanish Immersion
Cox, S. J.	Classroom Teacher	01/22/2022	\$42.88	Washington Tech Sec
Romero, R. F.	Classroom Teacher	01/01/2022	\$30.04	Humboldt Secondary School
Joswiak, J.	School/Community Professional	01/18/2022	\$28.56	Washington Tech Sec

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REHIRE

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Pay Rate</u>	<u>Location</u>
Moo, H. K.	School/Community Professional	02/07/2022	\$26.12	271 Belvidere Bldg
Murray, J. E.	School/Community Professional	01/31/2022	\$22.53	Open World Learning
Thai, M. C.	School/Community Professional	01/18/2022	\$22.91	Humboldt Secondary School
Xiong, P. M.	School/Community Professional	02/05/2022	\$21.77	Washington Tech Sec
Perry, S. C.	Teaching Assistant	01/18/2022	\$15.61	Nokomis Montessori South
McCuen, K. K.	Nutrition Services	01/24/2022	\$15.23	Frost Lake Elementary
Soule, A. B.	Nutrition Services	01/18/2022	\$15.33	Bruce F Vento Elementary

REINSTATEMENT FROM LEAVE OF ABSENCE

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Location</u>
Boulos, A. B.	Classroom Teacher	01/03/2022	Battle Creek Middle School
Brown, M. K.	Classroom Teacher	01/03/2022	Groveland Park Elementary
Davis, J. N.	Classroom Teacher	01/24/2022	Hamline Elementary
Green, M.	Classroom Teacher	01/28/2022	JJ Hill Montessori Magnet
Hansen, M.	Classroom Teacher	01/24/2022	Jie Ming Mandarin Immr
Opatz, K. M.	Classroom Teacher	01/03/2022	Capitol Hill Magnet
Ueno-Paz, T. L.	Classroom Teacher	01/18/2022	Chelsea Heights Elem
Woodis, C. A.	Classroom Teacher	01/18/2022	Johnson Achievement Plus
Wallace, M. M.	Classroom Teacher	01/03/2022	Mississippi Creative Arts
Keller, N. J.	Classroom Teacher	01/03/2022	E-STEM Middle School
Cummins, T. J.	Classroom Teacher	12/20/2021	Central Senior High
Villarraga, D. H.	Classroom Teacher	01/03/2022	Humboldt Secondary School
Koehler, K. L.	Classroom Teacher	01/03/2022	Wellstone Elementary
Marass, L. E.	Classroom Teacher	01/05/2022	Bridge View
Matias, J.	Education Assistant	01/03/2022	Johnson Senior High
Peterson, S. R.	Education Assistant	01/18/2022	Focus Beyond
Zavala, J. G.	Education Assistant	01/05/2022	Battle Creek Middle School

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REINSTATEMENT FROM LEAVE OF ABSENCE

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Location</u>
Griffin, P. Y.	Teaching Assistant	01/03/2022	Frost Lake Elementary
Moreno, P.	Teaching Assistant	01/03/2022	Bridge View
O'Neil, K. R.	Teaching Assistant	01/11/2022	Bridge View
Uriostegui, S. M.	Teaching Assistant	01/24/2022	Humboldt Secondary School
Boland, J. J.	Custodian	01/12/2022	Cherokee Heights Elem
Davis, P. D.	Custodian	01/19/2022	Battle Creek Elementary
Ward, N. A.	Custodian	01/20/2022	St. Paul Music Academy
Hatch, B. L.	Nutrition Services	01/03/2022	Open World Learning
Purdie, S. N.	Sheet Metal Worker	12/20/2021	Como Service Center

VOLUNTARY REDUCTION IN TITLE

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Pay Rate</u>	<u>Location</u>
Raney, J. W.	Teaching Assistant	01/10/2022	\$19.21	Crossroads Montessori

CHANGE IN TITLE

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Pay Rate</u>	<u>Location</u>
Her, N. S.	Professional Employee From: School/Community Professional	01/10/2022	\$38.29	Colborne Admin Offices

RETIREMENT

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Location</u>
Iverson, J. I.	Central Administrator	02/01/2022	Como Service Center
Swanson, J.	Central Administrator	07/02/2022	Como Service Center
Besser, C. B.	Classroom Teacher	06/18/2022	Global Arts Plus LWR
Durgin, M.	Classroom Teacher	12/17/2022	Hamline Elementary
Eastom, B.	Classroom Teacher	06/18/2022	271 Belvidere Bldg
Fitzgerald, M. J.	Classroom Teacher	06/18/2022	Randolph Heights Elem
Karimi, A.	Classroom Teacher	06/18/2022	Como Park Senior High
Lofgren, T.	Classroom Teacher	08/28/2022	American Indian Magnet
Nelson, P. L.	Classroom Teacher	06/18/2022	Four Seasons A+
Pudwill, S.	Classroom Teacher	06/18/2022	Four Seasons A+
Scarcella, D. L.	Classroom Teacher	06/25/2022	Como Service Center
Westcott, T. J.	Classroom Teacher	01/15/2022	Frost Lake Elementary

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RETIREMENT

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Location</u>
Young, M. H.	Classroom Teacher	06/18/2022	Wellstone Elementary
Buck, A. J.	Classroom Teacher	09/17/2022	Agape High School
Hughes, R.	Classroom Teacher	01/01/2023	271 Belvidere Bldg
Olson, L. A.	Classroom Teacher	09/09/2022	Como Park Elementary
Stewart, A. F.	Classroom Teacher	06/18/2022	Como Park Elementary
Dunder, P.	Classroom Teacher	08/18/2022	Como Park Senior High
Creger, J. K.	Classroom Teacher	06/18/2022	Rondo Education Center
Maloney, K. D.	Education Assistant	06/11/2022	Johnson Senior High
Pluta, D. L.	Education Assistant	06/11/2022	Johnson Senior High
Yang, C.	Education Assistant	04/16/2022	St Anthony Park Elementary
Howard, P.	Teaching Assistant	06/11/2022	Battle Creek Elementary
Blomgren, K. A.	Clerical	03/31/2022	L Etoile du Nord LWR
Gutz, T. L.	Clerical	06/18/2022	Battle Creek Middle School
Ripka, K.	Clerical	03/11/2022	Johnson Senior High
TwoBears, L. A.	Clerical	04/16/2022	Humboldt Secondary School
Thalhuber, M. S.	Custodian	02/01/2022	Ronald M Hubbs Center
Spiegelberg, L. J.	Nutrition Services	03/04/2022	Como Park Senior High

RESIGNATION

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Location</u>
Bendickson, K. E.	Classroom Teacher	02/03/2022	Harding Senior High
Benson, S. M.	Classroom Teacher	01/04/2022	Hazel Park Preparatory
Fear, J. H.	Classroom Teacher	01/29/2022	Washington Tech Sec
Reynolds, H.	Classroom Teacher	12/18/2021	Hamline Elementary
Ryan, S.	Classroom Teacher	06/18/2022	Battle Creek Middle School
Vang, Y.	Classroom Teacher	01/29/2022	Hazel Park Preparatory
Narabrook, G. K.	Classroom Teacher	02/15/2022	Chelsea Heights Elementary
Vasquez, N. E.	Classroom Teacher	02/05/2022	E-STEM Middle School
Hanson, A. J.	Classroom Teacher	02/04/2022	Daytons Bluff Achievement

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RESIGNATION

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Location</u>
Doud, M. A.	Superintendency	07/01/2022	Colborne Admin Offices
Ranum, L. A.	School/Community Professional	02/11/2022	Colborne Admin Offices
Burnside, B.A.	School/Community Professional	01/08/2022	Nokomis Montessori North
Jimenez, O.	Education Assistant	01/17/2022	Cherokee Heights Elem
Mohamed, N.	Education Assistant	01/19/2022	Four Seasons A+
Paw, T. R.	Education Assistant	01/08/2022	271 Belvidere Bldg
Perez-Santana, M. A.	Education Assistant	01/29/2022	1780 West 7th St
Reese, A. R.	Education Assistant	12/18/2021	Groveland Park Elementary
Avenson, G. A.	Teaching Assistant	01/03/2022	American Indian Magnet
Bass, D. L.	Teaching Assistant	01/08/2022	Global Arts Plus UPR
Boone, B.	Teaching Assistant	12/30/2021	Highwood Hills Elementary
Cobbins, K. L.	Teaching Assistant	01/07/2022	Hazel Park Preparatory
Downing, P. K.	Teaching Assistant	01/15/2022	JJ Hill Montessori Magnet
Krawza, A.	Teaching Assistant	01/21/2022	St. Paul Music Academy
Moreland, S. T.	Teaching Assistant	12/11/2021	Johnson Achievement Plus
Soriano, I.	Teaching Assistant	01/08/2022	Riverview School of Excel
Valerio, E. C.	Teaching Assistant	01/08/2022	Murray Middle School
Vang, D.	Teaching Assistant	01/15/2022	Battle Creek Middle School
Virnig, A. L.	Teaching Assistant	02/02/2022	Murray Middle School
Kostka, L. N.	Bricklayer	01/01/2022	Como Service Center
Fischer, J.	Clerical	11/29/2021	Como Service Center
Lee, P. H.	Clerical	01/06/2022	Phalen Lake Hmong Studies
Pasquale, C. J.	Clerical	09/25/2021	Colborne Admin Offices
Roseth, V. M.	Clerical	01/22/2022	Global Arts Plus UPR
Yang, K.	Clerical	12/18/2021	Como Service Center
Frazier, C. A.	Custodian	01/22/2022	Wellstone Elementary

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RESIGNATION

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>	<u>Location</u>
White, R. A.	Custodian	01/11/2022	Battle Creek Elementary
Garcia, T. L.	Nutrition Services	09/25/2021	Highland Park Senior High
Shaw, N. M.	Nutrition Services	03/12/2022	Central Senior High
Baker, J. M.	Professional Employee	06/07/2022	Colborne Admin Offices
Ennen Bertomeu, A. E.	Professional Employee	01/08/2022	Como Service Center
Carbonneau, C.	Supervisory	05/21/2022	Como Service Center
Henes, J. M.	Supervisory	01/22/2022	Como Service Center

TERMINATION

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>
S., M. L.	School/Community Professional	01/26/2022
T., Y. M.	Education Assistant	01/04/2022
S., P. E.	Teaching Assistant	01/22/2022
S., A. J.	Teaching Assistant	01/22/2022
G., B. T.	Custodian	01/08/2022
E., A.	Nutrition Services	01/24/2022

TERMINATION OF TEMPORARY EMPLOYMENT

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>
A., M. M.	Classroom Teacher	06/18/2022
B., C. B.	Classroom Teacher	06/18/2022
B., J. A.	Classroom Teacher	06/18/2022
B., A.	Classroom Teacher	06/18/2022
B., K. T.	Classroom Teacher	06/18/2022
C., K.	Classroom Teacher	06/18/2022
C., X.	Classroom Teacher	06/18/2022
C., A.	Classroom Teacher	08/27/2022
F., E.	Classroom Teacher	06/18/2022
G., J.	Classroom Teacher	06/18/2022
H., R. C.	Classroom Teacher	06/18/2022

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TERMINATION OF TEMPORARY EMPLOYMENT

<u>Name</u>	<u>Job Category</u>	<u>Eff Date</u>
K., L.	Classroom Teacher	06/18/2022
K., M. D.	Classroom Teacher	06/18/2022
K., K. E.	Classroom Teacher	06/25/2022
L., M.	Classroom Teacher	06/18/2022
L., J. C.	Classroom Teacher	06/18/2022
L., G. V.	Classroom Teacher	06/18/2022
M., A. C.	Classroom Teacher	06/18/2022
M., N.	Classroom Teacher	06/18/2022
M., H.	Classroom Teacher	06/18/2022
M., S. A.	Classroom Teacher	06/18/2022
M., S. E.	Classroom Teacher	06/18/2022
P., R. E.	Classroom Teacher	06/18/2022
Q., H.	Classroom Teacher	06/18/2022
S., T. D.	Classroom Teacher	06/18/2022
S., D. M.	Classroom Teacher	06/18/2022
S., K.	Classroom Teacher	08/27/2022
T., S.	Classroom Teacher	06/18/2022
T., J. A.	Classroom Teacher	06/18/2022
T., A. C.	Classroom Teacher	06/18/2022
V., E. S.	Classroom Teacher	06/18/2022
X., N.	Classroom Teacher	06/18/2022
Z., N.	Classroom Teacher	06/18/2022
A., B.	Classroom Teacher	06/18/2022
B., A. D.	Classroom Teacher	06/18/2022
F., C. C.	Classroom Teacher	06/18/2022

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2021

TOPIC: Acceptance of Gift from Minnesota State High School League Foundation

A. PERTINENT FACTS:

Our district high schools to accept monetary gifts in the amount listed below from the Minnesota State high School League Foundation. The MSHSL Foundation will once again award grants to member schools in order to support student participation in high school activity programs (Form A).

1. Como Park: \$10,500
Harding: \$5,249
Johnson: \$6162
Washington: \$5,181
2. This gift will meet the District strategic plan goals of sustainability.
3. This grant will meet the District target area goals by ensuring high academic achievement for all students and accelerating the path to excellence.
4. This item is submitted by Laura Ranum, Athletic Department Specialist and Efe Agbamu, Assistant Superintendent.

B. RECOMMENDATION:

Authorize the Superintendent (or Designee) to accept the gifts from the Minnesota State High School League Foundation.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Gift Acceptance from The Blackbaud Giving Fund/Ecolab for Riverview West Side School of Excellence

A. PERTINENT FACTS:

1. Monetary gift of \$5,000 was presented to Riverview West Side School of Excellence from The Blackbaud Giving Fund/Ecolab Foundation.
2. Budget code is 19-551-291-5096-U001.
3. This gift is for the principal's fund to advance and support education programming for students and other projects for students and staff.
 - \$1,500 - Staff Supports: items to promote Mental Health, Mindfulness, and Well-Being
 - \$1,000 - Student Leadership activities
 - \$1,500 - PBIS (Positive Behavioral Interventions and Supports) school-wide efforts, student incentives, and recognition
 - \$1,000 - Student extra-curricular Activities; programming or field trips
4. This project will meet the district strategic plan focus area of Positive School and District Culture
5. This item is submitted by Nancy Páez, Principal; Dr. Efe Agbamu, Assistant Superintendent; and Andrew Collins, Chief of Schools.

B. RECOMMENDATION:

The Board of Education authorize the Superintendent (designee) to approve the acceptance of monetary gift of \$5,000 presented to Riverview West Side School of Excellence.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Gift Acceptance from Boston Scientific for Storage Cabinets

A. PERTINENT FACTS:

1. Boston Scientific wishes to donate 250 storage cabinets with drawers, shelves, locks and keys, and cushioned seat valued at approximately \$100,000, if new, to be used districtwide as needed.
2. Distribution of the storage cabinets will be managed by the Facilities department in coordination with the District's Furniture program.
3. The gift imposes no undue financial burden or obligation to the school district. In-kind services by the District will be provided by the Facilities Department's custodial services and warehouse and distribution operations to receive, store, and distribute the units.
4. This donation meets the District Strategic Plan goals by aligning resource allocation to District priorities.
5. This item is submitted by Tom Parent, Director of Facilities and Jackie Turner, Chief Operations Officer.

B. RECOMMENDATION:

That the Board of Education, authorize the Superintendent (or Designee) to accept a gift of 250 storage cabinets for use at various sites.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Gift Acceptance from Children's Minnesota

A. PERTINENT FACTS:

1. Health and Wellness would like to accept a gift of \$2,500.00 from Children's Minnesota "in recognition of the remarkable work of Health and Wellness Staff".
2. This donation will be used to support Health and Wellness Department efforts during the COVID-19 pandemic
3. This donation supports the District's goals of achievement and sustainability
6. This item is submitted by Mary Langworthy, Director, Health and Wellness, and Marcy Doud, Deputy Chief, Division of Schools.

B. RECOMMENDATION:

That the Board of Education authorize the Superintendent (designee) to allow Health and Wellness to accept a gift of \$2,500.00 from Children's Minnesota with a letter of appreciation to follow.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: The Blackbaud Giving Fund - Ecolab

A. PERTINENT FACTS:

1. A donation in the amount of \$5,000 has been provided to Humboldt High School and is designated for the school principal fund.
2. The gift is designated by The Blackbaud Giving Fund - Ecolac for student resources, food for staff meetings and celebrations, PBIS student incentives, and the cost of field trip buses.
3. This project will meet the District strategic plan focus areas of Program Evaluation and Resource Allocation
4. This item is submitted by Abdirizak Abdi, Principal; Dr. Yeu Vang, Assistant Superintendent; and Andrew Collins, Chief of Schools

B. RECOMMENDATION:

The Board of Education authorize the Superintendent (designee) to accept the \$5,000 from The Blackbaud Giving Fund - Ecolab and provide a letter expressing appreciation for the gift.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 15, 2022

TOPIC: Request for Permission to Accept a Grant from the Minnesota Department of Natural Resources

A. PERTINENT FACTS:

1. The Minnesota Department of Natural Resources accepts grant applications for projects to connect youth to the outdoors. The program supports efforts to expand programming for outdoor environmental, ecological, and other natural-resource-based education and recreation programs serving youth.
2. Belwin Outdoor Science Center was awarded funds to provide outdoor education and opportunities to students and school community. Funds will support the department project Focus on Nature: Photography for 5th Graders.
3. Saint Paul Public Schools will serve as fiscal agent for the project. This grant is for approximately \$5,000.
4. This grant does not align with a strategic focus area but provides essential support that creates a foundation for strategic projects to build upon.
5. This is a new grant-funded project.
6. This item is submitted by Rebekah Doyle, Grants Management Coordinator; Lori Doehne, Controller; Marshall Davis, Supervisor PreK-12, Office of Teaching and Learning; Herrera-Gundale, Office of Teaching and Learning Assistant Director; Craig Anderson, Office of Teaching and Learning Director; Marie Schrul, Chief Finance Officer; and Cedrick Baker, Chief of Staff.

B. RECOMMENDATION:

That the Board of Education authorize the Superintendent (designee) to accept a grant from the Minnesota Department of Natural Resources for funds to provide outdoor education and opportunities to students; to accept funds; and to implement the project as specified in the award documents.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Request for Permission to accept a Grant from No Kid Hungry/Share Our Strength Summer Youth Ambassador Program

A. PERTINENT FACTS:

1. The No Kid Hungry/Share Our Strength Summer Youth Ambassador Program pays students to work in hunger relief programs.
2. Saint Paul Public Schools' (SPPS') Nutrition Services Department has prepared a grant application for funds to create a Youth Ambassador opportunity for a student to provide marketing and operational support to our Child Nutrition Programs (CNP). The goals of this are to: 1) promote community engagement and increased participation in CNP 2) manage operational and marketing support for CNP. Staff at the program researched this grant opportunity.
3. Saint Paul Public Schools will serve as fiscal agent for the project. This grant is for approximately \$6,600 to support one Youth Ambassador. The activities associated with this grant have the potential to impact 6,000 students, 15 staff and 80 school and community meal sites.
4. This grant does not align with a strategic focus area but provides essential operational support which creates a foundation for strategic projects to build upon.
5. This is a new grant funded project that will span from June through August 2022.
4. This item is submitted by Rebekah Doyle, Grants Management Coordinator; Lori Doehne, Controller; Stacy Koppen, Nutrition Services Director; Marie Schrul, Chief Financial Officer; Jackie Turner, Chief Operations Officer; and Cedrick Baker, Chief of Staff.

B. RECOMMENDATION:

That the Board of Education authorize the Superintendent (designee) to accept a grant from No Kid Hungry/Share Our Strength for funds for the Summer Youth Ambassador Program and to implement the project as specified in the award documents.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Request for Permission to Submit a Grant from the French-American Cultural Exchange (FACE) Foundation

A. PERTINENT FACTS:

1. The FACE Foundation's French Dual Language Fund awards grant applications for projects that support and expand the burgeoning nationwide network of French bilingual programs in American public schools.
2. Staff at L'Etoile du Nord prepared an application for a grant to support French education and experiences. Funds will cover the cost to hire a French-speaking intern. They will assist the classroom teacher with classroom management and will plan and execute both large and small group lessons for Kindergarten through 5th grade students.
3. Saint Paul Public Schools will serve as fiscal agent for the project. This grant is for approximately \$4,000.
4. This project aligns with the District strategic plan goal of Effective and Culturally Relevant Instruction.
5. This is a new grant funded project.
6. This item is submitted by Megan Garrido, Fund Development Coordinator; Lourdes Flores-Hanson, L'Etoile du Nord French Immersion Principal; Efe Agbamu, Assistant Superintendent; Dana Abrams, Director of Family and Community Engagement; and Cedrick Baker, Chief of Staff.

B. RECOMMENDATION:

That the Board of Education authorize the Superintendent (designee) to accept a grant from the FACE Foundation for funds to support the French Immersion program at L'Etoile du Nord; to accept funds, if awarded; and to implement the project as specified in the award documents.

INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS

DATE: February 22, 2022

TOPIC: Request for Permission to Submit a Grant to the Minnesota Department of Natural Resources (DNR) Conservation Partners Legacy (CPL) Grant Program

A. PERTINENT FACTS:

1. The DNR CPL is currently accepting grant applications through their Expedited Conservation Projects Grant (ECP) for projects that restore or enhance Minnesota habitat.
2. Saint Paul Public Schools Facilities department has prepared an application for funds to restore a barren field east of Battle Creek Middle School to a thriving native, wet prairie habitat. Along with establishing an outdoor environmental education setting and important prairie species, this project will resolve a drainage issue that has deteriorated a section of sidewalk along Winthrop Street North due to a high rate of flow during periods of precipitation. The Facilities Environmental Services Group researched this grant opportunity.
3. Saint Paul Public Schools will serve as fiscal agent for the project. This grant is for approximately \$50,000.
4. Improvements include decreasing the rate of water flow off the field and subsequent erosion to sidewalk and saturation of the field area, establishment of native habitat that supports water absorption and pollinator success, and the creation of an outdoor classroom to provide environmental education to Battle Creek Middle School and surrounding communities.
5. This project aligns with the District strategic plan focus area by aligning resource allocation to District priorities.
6. This is a new grant-funded project that imposes no undue financial burden or obligation to the school district. In-kind services by the District will be provided by the Facilities department to oversee the project management.
7. This item is submitted by Tom Parent, Director of Facilities, and Jackie Turner, Chief Operations Officer.

B. RECOMMENDATION:

That the Board of Education authorize the Superintendent (designee) to submit a grant to the DNR CPL for the funds to restore a barren field east of Battle Creek Middle School to a thriving native, wet prairie habitat; to accept funds, if awarded; and to implement the project as specified in the award documents.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Request for Permission to Submit a Grant to the Ramsey-Washington
Metro Watershed District (RWMWD)

A. PERTINENT FACTS:

1. The RWMWD is currently accepting grant applications through their Stewardship Grant, which aims to provide funds and technical assistance in the establishment of ecological important native landscaping.
2. Saint Paul Public Schools Facilities department has prepared an application for funds to restore a barren field east of Battle Creek Middle School to a thriving native, wet prairie habitat. Along with establishing an outdoor environmental education setting and important prairie species, this project will resolve a drainage issue that has deteriorated a section of sidewalk along Winthrop Street North due to a high rate of flow during periods of precipitation. The Facilities Environmental Services Group researched this grant opportunity.
3. Saint Paul Public Schools will serve as fiscal agent for the project. This grant is for approximately \$100,000.
4. Improvements include decreasing the rate of water flow off the field and subsequent erosion to sidewalk and saturation of the field area, establishment of native habitat that supports water absorption and pollinator success, and the creation of an outdoor classroom to provide environmental education to Battle Creek Middle School and surrounding communities.
5. This project aligns with the District strategic plan focus area by aligning resource allocation to District priorities.
6. This is a new grant-funded project that imposes no undue financial burden or obligation to the school district. In-kind services by the District will be provided by the Facilities department to oversee the project management.
7. This item is submitted by Tom Parent, Director of Facilities, and Jackie Turner, Chief Operations Officer.

B. RECOMMENDATION:

That the Board of Education authorize the Superintendent (designee) to submit a grant to the RWMWD for the funds to restore a barren field east of Battle Creek Middle School to a thriving native, wet prairie habitat; to accept funds, if awarded; and to implement the project as specified in the award documents.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Contract with Bayada Home Health Care for 1:1 Nursing Services

A. PERTINENT FACTS:

1. Students with multiple or certain complex health issues may require 1:1 full time support and monitoring by a Registered Nurse (RN) or Licensed Practical Nurse (LPN) while at school to access Free Appropriate Public Education (FAPE).
2. This contract allows Bayada Home Health Care to provide an RN or LPN to care for an identified student each day said student attends school. Nursing services will be provided subject to student availability of a qualified nurse. The services to be provided may include escorting student to and from school on the school bus and providing care to student during the school day.
3. The District agrees to compensate Bayada Home Health Care at a rate of \$65.00/hour for RN services or \$55.00/hour for LPN services provided under this Agreement. The District will not compensate Bayada Home Health Care for days the student does not attend school.
4. The agreement period is beginning on the date of signature and will remain in effect through the end of school year 2021-2022, to include summer programs.
5. The District may immediately terminate this Agreement at any time if the health, safety, and/or welfare of its students, staff, families, or community are at risk. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.
6. This item is submitted by Mary Langworthy, Director, Health and Wellness, and Marcy Doud, Deputy Chief, Division of Schools.

B. RECOMMENDATION:

That the Board of Education authorizes the Superintendent to enter into a contract with Bayada Home Health Care for 1:1 Nursing Services

Revised 9/5/06

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Contract with BrightStar Care of St. Paul to address health staffing shortages through temporary support

A. PERTINENT FACTS:

1. The Department of Health and Wellness continues to experience staffing shortages as a result of national and local shortages of nurses, increasing demands on health services as a result of the COVID-19 pandemic, and ongoing absences due to illness. Health and Wellness has been unable to hire a sufficient amount of staff to meet the fluctuating demands and has little to no floats or on-call staff available.
2. This contract allows BrightStar Care of St. Paul to provide temporary Registered Nurses (RN) or Licensed Practical Nurses (LPN) due to staffing shortages for health office and COVID-19 efforts.
3. The District agrees to compensate BrightStar Care of St. Paul at a rate of \$90.00/hour for RN services or \$60.00/hour for LPN services provided under this Agreement. The total cost of this agreement shall not exceed \$625,000 each school year.
4. American Rescue Plan (ARP) funding is being utilized to pay for these temporary health services under budget codes 29-005-721-160-6306-0011 (\$25,000) and 29-005-721-160-6304-0011 (\$600,000) each school year.
5. The agreement period is beginning on the date of signature and will remain in effect through June 30, 2024.
6. The District may immediately terminate this Agreement at any time if the health, safety, and/or welfare of its students, staff, families, or community are at risk. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.
7. This item is submitted by Mary Langworthy, Director, Health and Wellness, and Marcy Doud, Deputy Chief, Division of Schools.

B. RECOMMENDATION:

That the Board of Education authorizes the Superintendent to enter into a contract with BrightStar Care of St. Paul for temporary RN and/or LPN health services.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Contract with Communities of Care for 1:1 Nursing Services

A. PERTINENT FACTS:

1. Students with multiple or certain complex health issues may require 1:1 full time support and monitoring by a Registered Nurse (RN) or Licensed Practical Nurse (LPN) while at school to access Free Appropriate Public Education (FAPE).
2. This contract allows Communities of Care to provide an RN or LPN to care for an identified student each day said student attends school. Nursing services will be provided subject to student availability of a qualified nurse. The services to be provided may include escorting student to and from school on the school bus and providing care to student during the school day.
3. The District agrees to compensate Communities of Care at a rate of \$55.65/hour for RN services or \$44.10/hour for LPN services provided under this Agreement. The District will not compensate Communities of Care for days the student does not attend school.
4. The agreement period is beginning on the date of signature and will remain in effect through the end of school year 2021-2022, to include summer programs.
5. The District may immediately terminate this Agreement at any time if the health, safety, and/or welfare of its students, staff, families, or community are at risk. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.
6. This item is submitted by Mary Langworthy, Director, Health and Wellness, and Marcy Doud, Deputy Chief, Division of Schools.

B. RECOMMENDATION:

That the Board of Education authorizes the Superintendent to enter into a contract with Communities of Care for 1:1 Nursing Services

Revised 9/5/06

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Contract with Golden Grand Home Care LLC for 1:1 Nursing Services

A. PERTINENT FACTS:

1. Students with multiple or certain complex health issues may require 1:1 full time support and monitoring by a Registered Nurse (RN) or Licensed Practical Nurse (LPN) while at school to access Free Appropriate Public Education (FAPE).
2. This contract allows Golden Grand Home Care LLC to provide an RN or LPN to care for an identified student each day said student attends school. Nursing services will be provided subject to student availability of a qualified nurse. The services to be provided may include escorting student to and from school on the school bus and providing care to student during the school day.
3. The District agrees to compensate Golden Grand Home Care LLC at a rate of \$55.00/hour for RN services provided under this Agreement. The District will not compensate Golden Grand Home Care LLC for days the student does not attend school.
4. The agreement period is beginning on the date of signature and will remain in effect through the end of school year 2023-2024, to include summer programs.
5. The District may immediately terminate this Agreement at any time if the health, safety, and/or welfare of its students, staff, families, or community are at risk. Either party may terminate this Agreement, for any reason, upon thirty (30) days prior written notice.
6. This item is submitted by Mary Langworthy, Director, Health and Wellness, and Marcy Doud, Deputy Chief, Division of Schools.

B. RECOMMENDATION:

That the Board of Education authorizes the Superintendent to enter into a contract with Golden Grand Home Care LLC for 1:1 Nursing Services

Revised 9/5/06

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Agreement with St. Cloud Technical and Community College for Nursing Clinical Experience

A. PERTINENT FACTS:

1. Saint Paul Public Schools has had a long relationship of training student nurses in our schools. The participating universities and colleges enter into an agreement to send student nurses to our district and provide appropriate oversight of the program. The district agrees to provide a suitable setting for the students to learn and grow as a nurse.
2. This request is for ongoing participation in a nursing clinical experience with Saint Paul Public Schools and St. Cloud Technical and Community College.
3. This Agreement shall become effective September 1, 2020, or when fully executed, and shall remain in effect until September 30, 2022. This Agreement may be terminated by either party at any time upon one-year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.
4. The arrangements with nurse preparation programs provide an excellent way to recruit candidates for the district.
5. There is no additional cost to the district for the nurse preparation programs.
6. Collaboration with area colleges to train high quality nurses supports the strategic plan goal of aligning sustainability and strengthening relationships with community and families.
6. This item is submitted by Mary Langworthy, Director, Health and Wellness, and Marcy Doud, Deputy Chief, Division of Schools.

B. RECOMMENDATION:

That the Board of Education authorizes the Superintendent to enter into a Nursing Clinical Experience Agreement with St. Cloud Technical and Community College.

Revised 9/5/06

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Clinical Nursing Experience Agreement with St Mary's University of Minnesota,
Twin Cities Campus

A. PERTINENT FACTS:

1. Saint Paul Public Schools has had a long relationship of training student nurses in our schools. The participating universities and colleges enter into an agreement to send student nurses to our district and provide appropriate oversight of the program. The district agrees to provide a suitable setting for the students to learn and grow as a nurse.
2. This request is for a student nursing clinical experience with Saint Paul Public Schools and St. Mary's University of Minnesota, Twin Cities Campus.
3. This Agreement shall become effective once signed, and continue through January 1, 2027, unless earlier terminated by either party upon thirty (30) days' written notice to the other party.
4. The arrangements with nurse preparation programs provide an excellent way to recruit candidates for the district.
5. There is no additional cost to the district for the nurse preparation programs.
6. Collaboration with area colleges to train high quality nurses supports the strategic plan goal of aligning sustainability and strengthening relationships with community and families.
6. This item is submitted by Mary Langworthy, Director, Health and Wellness, and Marcy Doud, Deputy Chief, Division of Schools.

B. RECOMMENDATION:

That the Board of Education authorizes the Superintendent to enter into a Clinical Nursing Experience Agreement with St Mary's University of Minnesota, Twin Cities Campus.

Revised 9/5/06

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Memorandum of Agreement with Southwest Minnesota State University for Nursing Clinical Experiences

A. PERTINENT FACTS:

1. Saint Paul Public Schools has had a long relationship of training student nurses in our schools. The participating universities and colleges enter into an agreement to send student nurses to our district and provide appropriate oversight of the program. The district agrees to provide a suitable setting for the students to learn and grow as a nurse.
2. This request is for ongoing participation in a student clinical experience with Saint Paul Public Schools and Southwest Minnesota State University.
3. This Agreement shall remain in effect until February 28, 2024. This Agreement may be terminated by either party at any time upon one-year written notice to the other party. Termination by the Facility shall not become effective with respect to students then participating in the clinical experience program.
4. The arrangements with nurse preparation programs provide an excellent way to recruit candidates for the district.
5. There is no additional cost to the district for the nurse preparation programs.
6. Collaboration with area colleges to train high quality nurses supports the strategic plan goal of aligning sustainability and strengthening relationships with community and families.
6. This item is submitted by Mary Langworthy, Director, Health and Wellness, and Marcy Doud, Deputy Chief, Division of Schools.

B. RECOMMENDATION:

That the Board of Education authorizes the Superintendent to enter into a memorandum of understanding with Southwest Minnesota State University for nursing clinical experiences.

Revised 9/5/06

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Nursing Clinical Experience Agreement with Morrison Family College of Health School of Nursing, a Program of University of St. Thomas

A. PERTINENT FACTS:

1. Saint Paul Public Schools has had a long relationship of training student nurses in our schools. The participating universities and colleges enter into an agreement to send student nurses to our district and provide appropriate oversight of the program. The district agrees to provide a suitable setting for the students to learn and grow as a nurse.
2. This request is for ongoing participation in a nursing clinical experience with Saint Paul Public Schools and Morrison Family College of Health School of Nursing, a Program of University of St. Thomas.
3. This Agreement shall become effective August 1, 2023, and continue through July 31, 2026, unless extended by the mutual written agreement of authorized representatives of the parties or earlier terminated by either party upon thirty (30) days' written notice to the other party.
4. The arrangements with nurse preparation programs provide an excellent way to recruit candidates for the district.
5. There is no additional cost to the district for the nurse preparation programs.
6. Collaboration with area colleges to train high quality nurses supports the strategic plan goal of aligning sustainability and strengthening relationships with community and families.
6. This item is submitted by Mary Langworthy, Director, Health and Wellness, and Marcy Doud, Deputy Chief, Division of Schools.

B. RECOMMENDATION:

That the Board of Education authorizes the Superintendent to enter into a nursing clinical experience agreement with Morrison Family College of Health School of Nursing, a Program of University of St. Thomas.

Revised 9/5/06

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Partnership with MoveMindfully for Virtual Yoga Sessions for Promotion of Mental and Physical Well-Being

A. PERTINENT FACTS:

1. MoveMindfully, formerly known as 1000 Petals, has worked with Saint Paul Public Schools for over ten years. MoveMindfully also works with the Office of School Support and collaborates and partners with SPPS on various wellness initiatives. Yoga and mindfulness work, such as breathing exercises, have been shown to help with self-regulation and regular practice can help foster better outcomes with respect to mental and physical well-being.
2. As part of this agreement, a free, weekly 30-45 minute virtual yoga session is offered to all SPPS staff on Wednesdays at 4:30pm
3. Funding for virtual yoga sessions is made available by Allina Health, as part of a wellness initiative grant for SPPS staff and students. The virtual yoga contract is for \$4,000.00, with a cost break-down of \$125/session for 32 total sessions.
4. These sessions will be offered through the end of the 2021-22 school year using budget code 29-005-720-000-6305-4345
5. This project will meet the District strategic plan focus area(s) of Positive School and District Culture – supporting staff to thrive and improving school and district culture and Family and Community Engagement – maximizing effective partnerships and creating a virtual hub that brings educators together, promoting skills they can employ with their students in the classroom.
6. This item is submitted by Mary Langworthy, Director, Health & Wellness, and Marcy Doud, Deputy Chief, Division of Schools.

B. RECOMMENDATION:

That the Board of Education authorizes the Superintendent to enter into a Partnership Agreement with MoveMindfully for virtual yoga sessions for promotion of mental and physical well-being.

Revised 9/5/06

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Preceptorship Agreement with Arizona College for Nursing Clinical Experience

A. PERTINENT FACTS:

1. Saint Paul Public Schools has had a long relationship of training student nurses in our schools. The participating universities and colleges enter into an agreement to send student nurses to our district and provide appropriate oversight of the program. The district agrees to provide a suitable setting for the students to learn and grow as a nurse.
2. This request is for ongoing participation in a student nursing clinical experience with Saint Paul Public Schools and Arizona College's Saint Paul Campus.
3. This Agreement shall become effective July 1, 2022, and continue through June 30, 2029, with or without cause, by either party with at least thirty (30) days prior written notice. Following such notice, this Agreement shall continue until all students then participating in the Program at District finish all preceptorship activities during the then-current semester or College term.
4. The arrangements with nurse preparation programs provide an excellent way to recruit candidates for the district.
5. There is no additional cost to the district for the nurse preparation programs.
6. Collaboration with area colleges to train high quality nurses supports the strategic plan goal of aligning sustainability and strengthening relationships with community and families.
6. This item is submitted by Mary Langworthy, Director, Health and Wellness, and Marcy Doud, Deputy Chief, Division of Schools.

B. RECOMMENDATION:

That the Board of Education authorizes the Superintendent to enter into a Preceptorship Agreement with Arizona College for nursing clinical experience.

Revised 9/5/06

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Renew agreement with Health Start, a Program of Minnesota Community Care, for School-Based Health Services at ten locations across the District

A. PERTINENT FACTS:

1. Since 1973, Health Start, a program of Minnesota Community Care, has provided school based clinical services in Saint Paul Public Schools. The Clinics largely serve students ages 12-18, and services include urgent in-person mental health care, medication management for depression and anxiety, sexual health concerns, check-ups and vaccines, non-respiratory illness, injuries and asthma follow-up. They can also do sports physicals.
2. Health Start desires to continue providing school-based clinic services at the following facilities where such services are currently provided: AGAPE, Central High, Como Park Senior, Creative Arts, Gordon Parks, Harding High, Highland Park High, Humboldt, Johnson Senior and Washington Tech.
3. This Memorandum of Agreement allows Health Start to continue to use the current space allocated by the district. The term of the agreement is July 1, 2021, and expires on June 30, 2023.
4. The district does not provide funding for these services.
5. The agreement period is from July 1, 2021, through June 30, 2023.
6. This item is submitted by Mary Langworthy, Director, Health and Wellness, and Marcy Doud, Deputy Chief, Division of Schools.

B. RECOMMENDATION:

That the Board of Education authorizes the Superintendent to enter into a renewed agreement with Health Start, a program of Minnesota Community Care, to provide school-based clinic services at ten locations across the district.

Revised 9/5/06

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Request to Sign the Amendment to the Memorandum of Understanding between the City of Saint Paul Parks and Recreation (Right Track) and SPPS pertaining to 3M STEP program.

A. PERTINENT FACTS:

1. Request to sign the Amendment to the STEP MOU between Right Track and SPPS. This formal agreement will meet the District strategic plan goal of alignment.
2. For the past 50 years, SPPS and 3M have worked cooperatively to provide educational opportunities for SPPS students in the areas of science, technology, engineering, and mathematics (STEM). 3M STEP provides an immersive experience in STEM careers to a focus group of SPPS high school juniors.
3. In Spring 2021, SPPS sought a Request for Quotes (RFQ) to identify a 3rd Party Employer for 3M STEP. The quotes received were comprehensive and competitive. A neutral, review committee selected Right Track.
4. Right Track will serve as the sole employer for students participating in the 3M STEP program. Right Track will assume all hiring and employment responsibilities for up to 38 STEP participants.
5. In collaboration with Right Track, 3M and SPPS will seek to provide SPPS students with training and educational opportunities at 3M in accordance with the goals and educational objectives set forth in the 3M STEP program.
6. SPPS was awarded a grant from 3M to pay for the STEP program. SPPS will provide \$40,000 to Right Track as a contract for services for administrative costs associated with running the program. SPPS will provide up to \$208,000 to Right Track as a contract for services for student stipends. Funds will be distributed to Right Track on an agreed upon schedule.
7. This agreement is a one-year agreement and will be reviewed annually with Right Track and SPPS to determine if the partnership will continue in future years.
8. This item is submitted by Darren Ginther, Director of the Office of College and Career Readiness; and Kate Wilcox-Harris, Chief Academic Officer.

B. RECOMMENDATION:

That the Board of Education authorize the Superintendent (designee) to sign the Amendment to the Memorandum of Understanding with the City of Saint Paul Parks and Recreation (Right Track) for FY22.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Monthly Operating Authority

A. PERTINENT FACTS:

1. The Board of Education must authorize and approve all expenditures of the District.
2. The Board of Education must ratify any changes in collateral that have been previously approved by the Assistant Treasurer.
3. This item meets the District target area of goals alignment and sustainability.
4. This item is submitted by Marie Schrul, Chief Financial Officer.

B. RECOMMENDATIONS:

1. That the Board of Education approve and ratify the following checks and electronic transfers for the period December 1 through December 31, 2021.

(a) General Account	#743683-744763 #0004319-0004357 #7004280-7004316 #0006427-0006557	\$82,053,493.51
(b) Construction Payments	- 0 -	\$3,836,107.06
(c) Debt Service	- 0 -	<u>\$3,850.00</u>
		\$85,893,450.57

Included in the above disbursements are three payrolls in the amount of \$59,083,689.03 and overtime of \$355,244.35 or 0.60% of payroll.

(d) Collateral Changes

Released:

None

Additions:

None

2. That the Board of Education further authorize payment of properly certified cash disbursements including payrolls, overtime schedules, compensation claims, and claims under the Workers' Compensation Law falling within the period ending June 30, 2022

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Recommendations for Exclusion of Students in Non-Compliance with Minnesota Statute 121A.15 Health Standards: Immunizations

A. PERTINENT FACTS:

1. There are students in the district who are not in compliance with M.S. 121A.15 Health Standards for Immunizations. The students' parents/guardians have been informed of needed immunizations, provided a copy of the law, and given information about community immunization clinics. A contact is made to verify the parents/guardians know that the child is non-compliant, understand the law, and are aware of the possible exemptions to the law. All parents/guardians have had a minimum of 30 days to comply with the law after they are informed that their child is non-compliant.
2. A list of the students is under separate cover.
3. This project will meet the District target area goals by ensuring high academic achievement for all students.
4. Requested by Mary Langworthy, Director, Health and Wellness, and Marcy Doud, Deputy Chief, Division of Schools.

B. RECOMMENDATION:

That the Board of Education excludes the named students from school effective March 2, 2022, should they not comply with Minnesota State Health Standards for Immunizations on or before this date. **Crossroads** students would be excluded from school effective March 8, 2022.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: ABE TECHNOLOGY PURCHASE

A. PERTINENT FACTS:

1. St. Paul Public Schools Adult Basic Education offers in-person, online, and hybrid programming year-round. As such, both students and staff need regular access to quality technology to facilitate learning. To that end, ABE is purchasing 20 all-in-one OptiPlex computers and 125 Dell laptops for a total of \$186,615.20
2. St. Paul Public Schools Adult Basic Education works with approximately 4,000 learners a year who are pursuing personal and educational goals. Technology is important for both content and digital literacy instruction and practice.
3. This project will meet the District strategic plan goal of College and Career Paths.
4. This item is submitted by Renada Rutmanis, Adult Basic Education Supervisor; Anthony Walker, Community Education Director; and Jackie Turner, Chief Operations Officer.

B. RECOMMENDATION:

That the Board of Education authorize the Superintendent (designee) to approve the purchase of \$186,615.20 worth of technology.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

Board Agenda Item Routing

ITEM: ABE Technology Purchase

This form is to be used to submit items for the Board of Education meeting agenda.
Its purpose is to ensure that everyone listed in the "submitted by" entry has reviewed the item.
It is the responsibility of the originator of the item to initiate this form.

Please sign and date in the appropriate place and forward it to the next person.

	<u>NAME</u>	<u>DATE</u>
Originated by:	Renada Rutmanis, ABE Supervisor	01/11/2022
	<i>Renada Rutmanis</i>	
Reviewed by:	Anthony Walker, Community Education Director	
*Assistant Superintendent		
*Deputy/Chief Officer	Jackie Turner, Chief Operations Officer	
*Chief of Staff		
 * Must be approved by <u>one</u> of these administrators.		
Superintendent		

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Active Employee and Early Retiree Health Insurance with PEIP

A. PERTINENT FACTS:

1. The District is in the second year of a two-year contract with the Public Employee Insurance Program (PEIP).
2. The School District provides health insurance coverage through PEIP for approximately 4,147 active employees and 341 early retirees in the SPFE and Teamsters Union 320. The District's estimated 2022 cost is approximately \$43,469,000 for active employees and \$3,763,000 for early retirees.
3. The District will offer active employees and early retirees, who are not yet Medicare eligible, three PEIP plan options. The plan offerings and monthly premiums for 2022 are shown below:

Plan	Single	Single Plus One	Family
Advantage High	\$903.06	\$2011.66	\$2300.64
Advantage Value	\$811.52	\$1807.12	\$2066.64
HSA Compatible	\$619.20	\$1376.74	\$1574.18

4. All rates include insurance premium, administrative load for Jellyvision, and consultant compensation.
5. HSA Compatible rates includes HSA account fee.
6. The District's Benefit Labor Management Committee recommends acceptance of this renewal contract at the proposed rates.
7. This agreement supports the District's goal of aligning resource allocation to District priorities.
8. This item is submitted by Patty Norwig, Assistant Director, Total Rewards, Kenyatta McCarty, Executive Director, Human Resources; and Cedrick Baker, Chief of Staff.

B. RECOMMENDATION:

That the Board of Education approve a contract for active employee and early retiree health insurance coverage with PEIP, effective January 1, 2022, at the proposed premium renewal rates.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Authorization to Increase the Taft Stettinius & Hollister Purchase Order

A. PERTINENT FACTS:

1. Taft Stettinius & Hollister ("**Taft**") represents Independent School District No. 615, Saint Paul Public Schools (the "**District**") on a variety of matters.
2. Taft's representation of the District includes representation in an active civil litigation matter (the "**Matter**").
3. Based on the potential and anticipated costs of the Matter, the District's purchasing procedures require the creation of a purchase order in an amount not to exceed \$500,000.00.
4. While the purchase order will authorize spending up to the set amount, it does not obligate or require the District to spend the full amount of the purchase order.
3. The approval of the purchase order will support the strategic focus area of Program Evaluation/Resource Allocation.
4. This item is submitted by Charles Long, General Counsel, William Forbes, Assistant General Counsel, and Jamie Atkins, Purchasing Manager.

B. RECOMMENDATION:

That the Board of Education authorize the creation of the purchase order associated with the Matter as proposed by staff.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: COBRA and Retiree Direct Billing Services through ThrivePass

A. PERTINENT FACTS:

1. The School District provides health insurance to approximately 3,340 retirees, and an average of 500 employees on COBRA Continuation Insurance. There is no incumbent vendor for these services.
2. These services have been pursued for three reasons: reducing risk of non-compliance with COBRA/MN continuation laws; eliminate the administrative burden of enrollment and billing; eliminate the need to further invest in technology to support administration for the independent benefit and billing system Travisoft.
3. Two bidders were selected to participate in the finalist phase, ThrivePass and Benefit Resource. Both vendors have experience with Minnesota and Public Sector groups, have strong technology platforms to support the District, experience working with PeopleSoft, guaranteed rates for 5 years, and experienced, dedicated account management.
4. The District has selected ThrivePass as the vendor, with a five year contract at a guaranteed rate. ThrivePass was much more competitive financially, coming in approximately \$20K below Benefit Resource with a COBRA decision support tool offering:

ThrivePass COBRA/Direct Billing	
One-Time Costs	\$5,928
COBRA (per Active EE's eligible for COBRA)	\$52,668
Direct Billing (per member, per month)	\$105,156
Total Year One Cost	\$163,752
Total Ongoing Cost	\$157,824

5. The costs for these rates have been incorporated into the premium costs for active employees, retirees, and COBRA administration fees, a burden of \$0.42 to \$2.54 per person, per month, dependent upon the plan selected of medical insurance.
6. All rates are based on the average population cost estimates, and include the administrative and consultant compensation fees.
7. The Districts Benefit Labor Management Committee recommends acceptance of this contract.
8. This agreement supports the District's goal of aligning resource allocation to District priorities.
9. This item is submitted by Patty Norwig, Assistant Director, Total Rewards; Kenyatta McCarty, Executive Director, Human Resources; and Cedrick Baker, Chief of Staff.

B. RECOMMENDATION:

That the Board of Education approve a contract for COBRA and Retiree Direct Billing Services coverage with ThrivePass, effective March 1, 2022, at the proposed rates.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Construction Manager as Advisor Services for Highland Park Middle School
American Rescue Plan (ARP) HVAC Upgrades (Project # 3081-22-01)

A. PERTINENT FACTS:

1. This agenda item seeks approval to award Construction Manager as Advisor services for the Highland Park Middle School ARP HVAC Upgrades (Project # 3081-22-01). The Board approved Gate Check 2 on November 29, 2021 indicating the Board's direction to issue a request for proposal (RFP) to secure said services.
2. In alignment with Board and Procurement protocols, a Request for Qualifications (No. A21-1305-A) was issued in early 2021 to establish a slate of Board approved consultants with a standard contract form. The selected consultants were approved by the Board on March 23, 2021. The District uses this slate to issue targeted solicitations with Requests for Proposals (RFP) for specific projects. RFP responses are reviewed using consistent metrics and a consultant is selected for award of contract.
3. This contract provides all professional consultant Construction Manager as Advisor services for the Highland Park Middle School ARP HVAC Upgrades project.
4. The Project phase gate schedule is currently:

Gate # and Description	Date
#1 – *BOE Approval of Preliminary ARP Plan	September 21, 2021
#2 – *MN Dept of Education Pre-Approval of ARP Construction Projects	November 29, 2021
#3 – Schematic Design #3A – Finance Update	December 14, 2021
#4 – Contract Award #4A – Finance Update	TBD
#5 – Project Close-Out #5A – Finance Update	TBD

*Due to the unique nature and timing of the funding source these milestones are being considered as equivalent to our gate checks. This project will follow our typical gate check process henceforth through completion of the work.

5. Funding for this work is provided by the ARP. A summary of the current project budget is as follows:

Project Budget	Current Obligations	Invoiced to Date	Percent Invoiced
\$6,484,217	\$235,048	\$0	0%

6. The following vendor was selected: 97

Not-to-Exceed Fee

Knutson Construction.\$725,814

7. A summary of current and anticipated funding is as follows:

Funding Source	Issuance	Amount	Date Issued
ARP Grant	n/a	\$6,484,217	

8. This project meets the District Strategic Plan goals by aligning resource allocation to District priorities.
9. This item is submitted by Tom Parent, Director of Facilities; Arleen Schilling, Controller; Marie Schrul, Chief Financial Officer; and Jackie Turner, Chief Operations Officer.

B. RECOMMENDATION:

That the Board of Education authorize award of construction manager as advisor services to RJM Construction for the not-to-exceed fee of \$725,814.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Construction Manager as Advisor Services for Mississippi Creative Arts Elementary School American Rescue Plan (ARP) HVAC Upgrades (Project # 4190-22-01)

A. PERTINENT FACTS:

1. This agenda item seeks approval to award Construction Manager as Advisor services for the Mississippi ARP HVAC Upgrades (Project # 4190-22-01). The Board approved Gate Check 2 on November 29, 2021 indicating the Board's direction to issue a request for proposal (RFP) to secure said services.
2. In alignment with Board and Procurement protocols, a Request for Qualifications (No. A21-1305-A) was issued in early 2021 to establish a slate of Board approved consultants with a standard contract form. The selected consultants were approved by the Board on March 23, 2021. The District uses this slate to issue targeted solicitations with Requests for Proposals (RFP) for specific projects. RFP responses are reviewed using consistent metrics and a consultant is selected for award of contract.
3. This contract provides all professional consultant Construction Manager as Advisor services for the Mississippi ARP HVAC Upgrades project.
4. The Project phase gate schedule is currently:

Gate # and Description	Date
#1 – *BOE Approval of Preliminary ARP Plan	September 21, 2021
#2 – *MN Dept of Education Pre-Approval of ARP Construction Projects	November 29, 2021
#3 – Schematic Design #3A – Finance Update	December 14, 2021
#4 – Contract Award #4A – Finance Update	TBD
#5 – Project Close-Out #5A – Finance Update	TBD

*Due to the unique nature and timing of the funding source these milestones are being considered as equivalent to our gate checks. This project will follow our typical gate check process henceforth through completion of the work.

5. Funding for this work is provided by ARP funds and future Long Term Facility Maintenance (LTFM) bonds. A summary of the current project budget is as follows:

Rough Order of Magnitude Estimate	Current Obligations	Invoiced to Date	Percent Invoiced
\$7,843,111	\$249,220	\$0	0%

6. The following vendor was selected:

	<u>Not-to-Exceed Fee</u>
RJM Construction.	\$588,298

7. A summary of current and anticipated funding is as follows:

Funding Source	Issuance	Amount	Date Issued
ARP Grant	n/a	\$7,393,111	
LTFM Bond FY23	2022B	\$450,000	March 2022

8. This project meets the District Strategic Plan goals by aligning resource allocation to District priorities.
9. This item is submitted by Tom Parent, Director of Facilities; Arleen Schilling, Controller; Marie Schrul, Chief Financial Officer; and Jackie Turner, Chief Operations Officer.

B. RECOMMENDATION:

That the Board of Education authorize award of construction manager as advisor services to RJM Construction for the not-to-exceed fee of \$588,298.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Facilities Department FY22 Purchases over \$175,000

A. PERTINENT FACTS:

1. In the normal course of work, the Facilities Department must establish purchases with vendors that may incur costs in excess of \$175,000 throughout the fiscal year.
2. The following list indicates said purchases:

Vendor	Description	Amount	State Contract ID Or Bid Number
RAK	Corrections to Fire Code Violations	Original PO: \$1,350,000 Increase: \$350,000 New PO Amount: \$1,750,000	MN02D-121614-RAK

*Per the July 22, 2021 BAI, mid-year increases are anticipated.

3. The purchases will be reviewed by Jamie Atkins, Purchasing Manager.
4. Funding will be provided from the approved Facilities Department Fiscal Year 2022 budget.
5. The purchases meet the District Strategic Plan goals by aligning Program Evaluation and Resource Allocation to District priorities.
6. This item is submitted by Tom Parent, Director of Facilities, and Jackie Turner, Chief Operations Officer.

B. RECOMMENDATION:

That the Board of Education authorize the purchases listed for the Facilities Department anticipated to be over the \$175,000.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: First Amendment to Temporary Construction Easement Agreement at Hubbs Center

A. PERTINENT FACTS:

1. A Temporary Construction Easement Agreement at the Hubbs Center between the Independent School District No. 625 and VADC Holdings, LLC was approved at the September 2021 Board of Education meeting.
2. VADC Holdings, LLC has requested additional time to complete the Permitted Construction Activities, as defined in the Easement Agreement.
3. The additional time will amend the terms of Agreement to expire upon the earlier of (a) completion of the VADC Construction Activities, or (b) July 1, 2022.
4. This Amendment has no financial cost or benefit to the District.
5. This item is submitted by Tom Parent, Director of Facilities and Jackie Turner, Chief Operations Officer.

B. RECOMMENDATION:

That the Board of Education authorize and direct the Director of Facilities to promptly execute the First Amendment to Temporary Construction Easement Agreement between Independent School District No. 625 and VADC Holdings.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Phase Gate Approval of Jie Ming Phase II Addition & Renovation (Project # 3090-21-01): Gate #3 – Project Budget; Gate #3A – Finance Plan Update

A. PERTINENT FACTS:

1. This agenda item seeks approval for the Jie Ming Phase II Addition & Renovation at the following phase gate(s):
 - a. Gate #3 – Project Budget / Proceed to Bidding
 - b. Gate #3a - Finance Plan Update
2. This project has moved through schematic design, and solutions have been identified and developed with sufficient detail to estimate a construction cost and set a final project budget. Finalization of the design and construction drawings will be informed by this budget.
3. At the last project milestone, Phase Gate Check #2, the Board approved a rough order of magnitude project cost estimate of \$28,000,000 - \$34,000,000. After further development and investigation, at this time and as part of this Gate Check #3, it is recommended that the final project budget be locked in at \$26,840,000
4. The Project phase gate schedule is currently:

Gate # and Description	Date
#1 – Master Planning #1A – Finance Update	March 23, 2021
#2 – Project Charter (Predesign) #2A – Finance Update	March 23, 2021
#3 – Project Budget #3A – Finance Update	February 22, 2022 (current)
#4 – Contract Award #4A – Finance Update	April 2022 (anticipated)
#5.1 – Project Close-Out #5.2 – Finance Update	TBD

5. A summary of the current project budget is as follows:

Project Budget	Current Obligations	Invoiced to Date	Percent Invoiced
\$26,840,000	\$3,289,151	\$10,000	0.0004%

6. A summary of current and anticipated funding is as follows:

Funding Source	Issuance	Amount	Date Issued
Capital Bonds* FY22	2021A	\$1,450,000	June 2021
COP FY 22**	2022D	\$22,000,000	Spring 2022
COP FY23***	2021A	\$4,840,000	Spring 2023

*Capital bonds will be used to fund design expenditures initially. If the project receives approval by the Minnesota Department of Education Commissioner certificates of participation(COPs) funds, which will be sold in calendar year 2022 will be used in place of or

will reimburse capital bond funds.

**The FY22 COP value represents initial COP sale in calendar year 2022 contingent upon MDE approval.

***FY2023 COP value represents remaining amount of COPs that may be sold to complete project. The FY2023 COPs potentially could be sold at a later date dependent upon construction progress and financial need.

7. This project meets the District Strategic Plan goals by aligning resource allocation to District priorities.
8. This item is submitted by Tom Parent, Director of Facilities; Arleen Schilling, Controller; Marie Schrul, Chief Financial Officer; and Jackie Turner, Chief Operations Officer.

B. RECOMMENDATION:

That the Board of Education approve the Jie Ming Phase II Addition & Renovation (Project #3090-21-01) at Phase Gate Check #3 – Project Budget; Gate Check #3a –Finance Plan Update, setting the final project budget at \$26,840,000 and indicating direction to proceed with construction bidding.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Project Budget Modification Request and Finance Plan Update for Johnson Aerospace & Engineering High School HVAC Replacement (Project # 1150-19-01)

A. PERTINENT FACTS:

1. This agenda item seeks approval to modify the budget of the Johnson Aerospace & Engineering High School HVAC Replacement - Project # 1150-19-01:
 - a. Additional work at Johnson Aerospace & Engineering High School was approved by the BOE as part of the approval of the District's American Rescue Plan on September 21, 2021. Incorporating this scope into the existing Johnson Aerospace & Engineering High School HVAC Replacement project allows us to gain efficiencies in both schedule and cost.
2. A summary of the current project budget is as follows:

Project Budget	Current Obligations	Invoiced to Date	Percent Invoiced
\$16,500,000	\$13,389,831	\$8,038,320	49%

3. A summary of the revised project budget is as follows:

Project Budget	Current Obligations	Invoiced to Date	Percent Invoiced
\$18,843,758	\$13,389,831	\$8,038,320	43%

4. A summary of current and anticipated funding to accommodate the budget revision is as follows:

Funding Source	Issuance	Amount	Date Issued
FY20 LTFM		\$366,189	
FY21 LTFM		\$800,000	
FY22 LTFM		\$8,701,778	
Capital Bonds	2022A	\$680,000	Feb 2022 Anticipated
FY23 ARP		\$820,315	
FY24 ARP		\$1,523,443	
FY23 LTFM		\$5,478,628	
Capital Bonds	2023A	\$620,000	Feb 2023 Anticipated

5. Project cash flow schedule has been reviewed and approved by the District Finance Office.
6. This project meets the District Strategic Plan goals by aligning resource allocation to District priorities.
7. This item is submitted by Tom Parent, Director of Facilities; Arleen Schilling, Controller; Marie Schrul, Chief Financial Officer; and Jackie Turner, Chief Operations Officer.

B. RECOMMENDATION:

That the Board of Education approve the budget modification to Johnson Aerospace & Engineering High School HVAC Replacement - Project # 1150-19-01.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Design Services for Barack & Michelle Obama Elementary Major Renovation
(Project # 3210-23-01)

A. PERTINENT FACTS:

1. This agenda item seeks approval to award pre-design services resulting in the finalization of the project charter for the Barack & Michelle Obama Elementary Major Renovation (Project # 3210-23-01). Gate Check 2 will be presented to the Board for approval at a later date. After approval of Gate Check 2, the District will enter into a contract for full design and construction administration services.
2. In alignment with Board and Procurement protocols, a Request for Qualifications (No. A21-1401-A) was issued Spring of 2021 to establish a slate of Board approved consultants with a standard contract form. The selected consultants were approved by the Board on June 22, 2021. The District uses this slate to issue targeted solicitations with Requests for Proposals (RFP) for specific projects. RFP responses are reviewed using consistent metrics and a consultant is selected for award of contract.
3. This contract will provide pre-design services resulting in the finalization of the project charter for the Barack & Michelle Obama Elementary Major Renovation project.
4. The Project phase gate schedule is currently:

Gate # and Description	Date
#1 – Master Planning #1A – Finance Update	December 14, 2021 (Revised GC#1)
#2 – Project Charter (Predesign) #2A – Finance Update	Anticipated summer or fall of 2022
#3 – Project Budget #3A – Finance Update	TBD
#4 – Contract Award #4A – Finance Update	TBD
#5.1 – Project Close-Out #5.2 – Finance Update	TBD

5. Funding for this work is provided by Certificates of Participation. A summary of the current project budget is as follows:

Rough Order of Magnitude Estimate	Current Obligations	Spent to Date	Percent Spent
TBD	\$0	\$0	0%

6. The following vendor was selected:

Not-to-Exceed

Snow Kreilich Architects.....107.....\$161,372

7. A summary of current and anticipated funding is as follows:

Funding Source	Issuance	Amount	Date Issued
Capital Bond FY22*	2022A	\$161,372	March 2022

- *Capital bonds will be used to fund design expenditures initially. Certificates of Participation, as approved by the Minnesota Department of Education, will be used in place of or will reimburse capital bond funds when sold at a future date.
8. This project meets the District Strategic Plan goals by aligning resource allocation to District priorities.
9. This item is submitted by Tom Parent, Director of Facilities; Arleen Schilling, Controller; Marie Schrul, Chief Financial Officer; and Jackie Turner, Chief Operations Officer.

B. RECOMMENDATION:

That the Board of Education authorize award of pre-design services resulting in the finalization of the project charter to Snow Kreilich Architects for the not-to-exceed sum of \$161,372.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Design Services for Bruce Vento Elementary - *New Construction* (Project # 1020-22-01)

A. PERTINENT FACTS:

1. This agenda item seeks approval to award pre-design services resulting in the finalization of the project charter for the Bruce Vento Elementary New Construction (Project # 1020-22-01). Gate Check 2 will be presented to the Board for approval at a later date. After approval of Gate Check 2, the District will enter into a contract for full design and construction administration services.
2. In alignment with Board and Procurement protocols, a Request for Qualifications (No. A21-1401-A) was issued Spring of 2021 to establish a slate of Board approved consultants with a standard contract form. The selected consultants were approved by the Board on June 22, 2021. The District will use this slate to issue targeted solicitations with Requests for Proposals (RFP) for specific projects. RFP responses are reviewed using consistent metrics and a consultant is selected for award of contract.
3. This contract provides pre-design services resulting in the finalization of the project charter for Bruce Vento Elementary New Construction project.
4. The Project phase gate schedule is currently:

Gate # and Description	Date
#1 – Master Planning #1A – Finance Update	December 14, 2021 (Revised GC#1)
#2 – Project Charter (Predesign) #2A – Finance Update	Anticipated summer or fall of 2022
#3 – Project Budget #3A – Finance Update	TBD
#4 – Contract Award #4A – Finance Update	TBD
#5.1 – Project Close-Out #5.2 – Finance Update	TBD

5. Funding for this work is provided by Certificates of Participation. A summary of the current project budget is as follows:

Rough Order of Magnitude Estimate	Current Obligations	Spent to Date	Percent Spent
TBD	\$0	\$0	0%

6. The following vendor was selected:

Cunningham Architects\$263,495

7. A summary of current and anticipated funding is as follows:

Funding Source	Issuance	Amount	Date Issued
Capital Bonds FY22*	2022A	\$263,495	March 2022

*Capital bonds will be used to fund design expenditures initially. If the project receives approval by the Minnesota Department of Education Commissioner certificates of participation funds, which will be sold in calendar year 2022 will be used in place of capital bond funds

8. This project meets the District Strategic Plan goals by aligning resource allocation to District priorities.
9. This item is submitted by Tom Parent, Director of Facilities; Arleen Schilling, Controller; Marie Schrul, Chief Financial Officer; and Jackie Turner, Chief Operations Officer.

B. RECOMMENDATION:

That the Board of Education authorize award of pre-design services resulting in the finalization of the project charter to Cunningham Architects for the not-to-exceed sum of \$263,495.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: Establishment of the Unclassified Position of Facilities Program Controls Manager for Independent School District No. 625 and Relevant Terms and Conditions of Employment

A. PERTINENT FACTS:

1. The Facilities Department has a need for a position, Facilities Program Controls Manager that will perform responsible professional level development and monitoring of fiscal and document controls to ensure compliance of the District's deferred maintenance, modernization, and new construction projects with state statutes and district policy and procedures, and to supervisor the staff supporting the same. The creation of this new position stems from recommendation C.2.F of the Facilities Master Plan External Review Report (p.38-39).
2. The Human Resource Department performed a job study to determine the proper job title and bargaining unit for this work. The recommendation from that study is to create a new job title, Facilities Program Controls Manager. This title would be within the unit jurisdiction of the Saint Paul Supervisors' Organization (SPSO) unit that represents professional supervisory employees. The appropriate pay rate for this position would be equivalent to current Supervisor and Administrator incumbents. This salary range will remain in place for this title until such time as a successor agreement is reached to the 2020-2021 labor agreement for this unit. The benefits associated with this position will be as provided for other positions within this unit. This position is recommended to be an unclassified position.
3. The funds for this position are available in the approved bonds and levies that support the District's capital plan.
4. This request supports the District's target area goal of sustainability and SPPS Achieves.
5. This recommendation has been reviewed by Kenyatta McCarty, Executive Director, Human Resources, Tom Parent, Facilities Director, Aubrey Kelly, Staffing Manager and Shannen Hafner, Workforce Design Specialist.

B. RECOMMENDATION:

That the Board of Education of Independent School District No. 625 approve the establishment of the Facilities Program Controls Manager job classification effective March 1, 2022; that the Board of Education declare the position of Facilities Program Controls Manager as unclassified; and that the pay rate be Grade 18 of the Saint Paul Supervisors' Organization standard ranges.

**INDEPENDENT SCHOOL DISTRICT NO. 625
BOARD OF EDUCATION
SAINT PAUL PUBLIC SCHOOLS**

DATE: February 22, 2022

TOPIC: SPPS - Elire Master Services Agreement - PeopleSoft FSCM & HCM
v9.2 Upgrade - Change Request #1

A. PERTINENT FACTS:

1. This Change Request applies the following changes to Statement of Work (SOW) #1:
Additional hours per dedicated resources for deployment and post deployment purposes.
2. Evaluation of project phase goals and success factors has identified the need for this change request. The steering committee has requested a change in budget and timeline to ensure all scope defined in this SOW can be implemented.
3. Extends Project End Date from 3/21/22 to 7/18/22, followed by 6 weeks Post Go-Live Support. All other terms of the SOW#1 remain as is.
4. The total actual billable time and materials will be up to \$388,800. The General Fund budget code 01-005-112-000-6305-0000 will be used for this change order.
5. This item is submitted by: Kenyatta McCarty, Executive Director Human Resources, Marie Schrul, Chief Financial Officer, and Jamie Atkins, Purchasing Manager.

B. RECOMMENDATION:

That the Board of Education approve Elire Statement of Work #1 - Change Request #1, SPPS - Peoplesoft FSCM & HCM v9.2 Upgrade, Effective Date 2/10/22, on a Not to Exceed time and materials basis. The total actual billable time and materials will be up to \$388,800.

INDEPENDENT SCHOOL DISTRICT NO. 625

BOARD OF EDUCATION

SAINT PAUL PUBLIC SCHOOLS

RESOLUTION - GENERAL FORM



Board File No. _____

Date _____

**RESOLUTION ACCEPTING BID ON SALE OF
\$15,000,000 GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2022A,
PROVIDING FOR THEIR ISSUANCE AND LEVYING
A TAX FOR THE PAYMENT THEREOF**

A. WHEREAS, Laws of Minnesota, 2007, Regular Session, Chapter 146, Article 4, Sections 12 and 13, as amended by Laws of Minnesota, 2013, Regular Session, Chapter 116, Article 6, Section 8 (the "Act"), authorizes Independent School District Number 625, Saint Paul, Minnesota (the "District") to issue general obligation bonds in an annual amount not to exceed \$15,000,000 to finance the acquisition and betterment of school facilities and grounds (collectively, the "Projects"); and

B. WHEREAS, the School Board has heretofore determined and declared that it is necessary and expedient to issue \$15,000,000 General Obligation School Building Bonds, Series 2022A of the District, pursuant to Minnesota Statutes, Chapter 475 and the Act, to provide moneys to finance the Projects; and

C. WHEREAS, offers to purchase the Bonds were solicited on behalf of the District by Baker Tilly Municipal Advisors, LLC; and

Adopted _____

CHAIR Board of Education

CLERK Board of Education

NOW, THEREFORE, BE IT RESOLVED by the School Board of the Independent School District Number 625, Saint Paul, Minnesota, as follows:

1. Acceptance of Offer. The offer of an underwriting syndicate managed by Morgan Stanley & Co. LLC in New York, New York, with co-managers Raymond James & Associates, Inc., FHN Financial Capital Markets, UBS Financial Services Inc., Samuel A. Ramirez & Co., Inc., Ziegler, Alamo Capital, Advisors Asset Management, Inc., R. Seelaus & Co., Inc., American Veterans Group, PBC, and CINCaP Investment Group (collectively, the "Purchaser"), to purchase \$15,000,000 General Obligation School Building Bonds, Series 2022A (Minnesota School District Credit Enhancement Program) of the District (the "Bonds", or individually a "Bond"), in accordance with the terms of proposal at the rates of interest hereinafter set forth, and to pay therefor the sum of \$16,336,473.81, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable offer received and is hereby accepted, and the Bonds are hereby sold to the Purchaser. The District Clerk is directed to retain the deposit of the Purchaser and to forthwith return to the others making offers their good faith deposits.

2. Terms of Bonds.

(a) Title; Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be titled "General Obligation School Building Bonds, Series 2022A", shall be dated March 24, 2022, as the date of original issue, and shall be issued forthwith on or after such date as fully registered bonds. The Bonds shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$ 430,000	2033	\$ 775,000
2024	515,000	2034	800,000
2025	540,000	2035	825,000
2026	565,000	2036	850,000
2027	595,000	2037	875,000
2028	625,000	2038	900,000
2029	655,000	2039	925,000
2030	690,000	2040	955,000
2031	725,000	2041	985,000
2032	755,000	2042	1,015,000

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its

successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraph 10 (with respect to registration, transfer and exchange) Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota (the "Bond Registrar"), in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the District nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the District, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the District may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The District and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the Holder of the Bonds of the Bonds as shown on the register, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10 hereof (with respect to

registration, transfer and exchange), references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or District, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(c) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Bonds shall provide funds to finance costs of the Projects. The total cost of the Projects, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. Work on the Projects shall proceed with due diligence to completion. The District covenants that it shall do all things and perform all acts required of it to assure that work on the Projects proceeds with due diligence to completion and that any and all permits and studies required under law for the Projects are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2022, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2023	5.00 %	2032	3.00 %
2024	5.00	2034	3.00
2025	5.00	2035	3.00
2026	5.00	2036	3.00
2027	5.00	2037	3.00
2028	5.00	2038	3.00
2029	5.00	2040	3.00
2030	5.00	2041	3.00
2031	4.00	2042	3.00

5. Redemption. Bonds maturing on February 1, 2031, and thereafter, shall be subject to redemption and prepayment at the option of the District on February 1, 2030 and on any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in

part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the District; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds at least 30 days prior to the date fixed for redemption unless otherwise required by law.

To effect any partial redemption of Bonds having a common maturity date, the Bond Registrar, prior to giving notice of redemption, shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the District or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the District and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the District shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. U.S. Bank Trust Company, National Association, in Saint Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the District and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the Form of Bond set forth in paragraph 7 and in paragraph 12 of this resolution, with respect to interest payment and record date.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY COUNTY
INDEPENDENT SCHOOL DISTRICT NUMBER 625, SAINT PAUL, MINNESOTA

R-_____ \$_____

GENERAL OBLIGATION SCHOOL BUILDING BOND, SERIES 2022A
(MINNESOTA SCHOOL DISTRICT CREDIT ENHANCEMENT PROGRAM)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
	February 1, _____	March 24, 2022	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Independent School District Number 625, Saint Paul, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, unless called for earlier redemption, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2022, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the designated office of U.S. Bank Trust Company, National Association, in Saint Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2031, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2030 and on any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the Bond Registrar and to each affected Holder of the Bonds at least 30 days prior to the date fixed for redemption.

All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect any partial redemption of Bonds having a common maturity date, the Bond Registrar, prior to giving notice of redemption, shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$15,000,000, all of like date of original issue and tenor, except as to number, maturity, interest rate and denomination, which Bond has been issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, and pursuant to a resolution adopted by the School Board of the Issuer on February 22, 2022 (the "Resolution"). The Bonds have been issued to finance the acquisition and betterment of school facilities and grounds pursuant to the Laws of Minnesota, 2007, Regular Session, Chapter 146, Article 4, Sections 12 and 13, as amended by Laws of Minnesota, 2013, Regular Session, Chapter 116, Article 6, Section 8. This Bond is payable out of the General Obligation School Building Bonds, Series 2022A Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged. In addition, the Issuer has covenanted and obligated itself to

use the provisions of Minnesota Statutes, Section 126C.55 to guarantee the payment of the principal and interest on the Bonds due.

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

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

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

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

No Designation of Qualified Tax-Exempt Obligation. This Bond has not been designated by the Issuer as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

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

IN WITNESS WHEREOF, the Independent School District Number 625, Saint Paul, Minnesota, by its School Board has caused this Bond to be executed on its behalf by the facsimile signatures of its Chair and its Clerk.

Date of Registration:

_____, 2022

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

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

U.S. Bank Trust Company,
National Association
Saint Paul, Minnesota
Bond Registrar

Registrable by: U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
SAINT PAUL, MINNESOTA

Payable at: U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
SAINT PAUL, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NUMBER 625,
SAINT PAUL, MINNESOTA

/s/ Facsimile

Chair

/s/ Facsimile

Clerk

By _____
Authorized Signature

ABBREVIATIONS

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

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

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

UTMA - _____ as custodian for _____
 (Cust) (Minor)
 under the _____ Uniform
 (State)
 Transfers to Minors Act

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

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

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

Name and Address: _____

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

PREPAYMENT SCHEDULE

This Bond has been prepaid in part on the date(s) and in the amount(s) as follows:

Date

Amount

Authorized Signature of Holder

[illegible]

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the District by the signatures of its Chair and Clerk, and shall be sealed with the seal of the District; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal may be omitted. In the event of disability or resignation or other absence of either such officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the District on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue, which date is March 24, 2022. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The District will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the District shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9 with respect to authentication) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination or denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the District shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

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

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the District evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

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

Transfers shall also be subject to reasonable regulations of the District contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Treasurer is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the District maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior to the Special Record Date.

13. Treatment of Registered Owner. The District and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12 above with respect to interest payment and record date) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the District nor the Bond Registrar shall be affected by notice to the contrary.

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

15. Fund and Accounts. There is hereby created a special fund to be designated the "General Obligation School Building Bonds, Series 2022A Fund" (the "Fund") to be administered and maintained by the District as a bookkeeping account separate and apart from

all other funds maintained in the official financial records of the District. The Fund and its accounts shall each be maintained in the manner herein specified until all of the Bonds herein authorized and the interest thereon shall have been fully paid. There shall be maintained and created in the Fund two (2) separate accounts, to be designated the "Capital Account" and "Debt Service Account", respectively.

(a) Capital Account. To the Capital Account there shall be credited the proceeds of the Bonds less capitalized interest, if any, and any amount paid for the Bonds in excess of the minimum bid. From the Capital Account there shall be paid all costs of issuing the Bonds and all costs and expenses of the Projects, including all costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied. The proceeds of the Bonds shall be used to fund the Projects.

(b) Debt Service Account. There is hereby created a Debt Service Account and there is irrevocably appropriated thereto: (i) any premium received on the sale of the Bonds; (ii) the collections of all taxes herein or hereafter levied for the payment of the Bonds and interest thereon; (iii) all funds remaining in the Capital Account after the payment of all costs of the Projects; (iv) all investment earnings on funds held in the Debt Service Account; and (v) any and all other moneys which are properly available and are appropriated by the governing body of the District to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest of the Bonds and any other general obligation certificates of the District hereafter issued by the District and made payable from said account as provided by law.

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

16. Tax Levy; Coverage Test. To provide monies for the payment of principal and interest on the Bonds there is hereby levied upon all of the taxable property in the District a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of, other general property taxes in said District for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
2021	2022	\$ 943,576.23
2022	2023	1,095,202.50
2023	2024	1,094,415.00
2024	2025	1,092,315.00
2025	2026	1,094,152.50
2026	2027	1,094,415.00
2027	2028	1,093,102.50
2028	2029	1,095,465.00
2029	2030	1,095,990.00
2030	2031	1,097,040.00
2031	2032	1,094,257.50
2032	2033	1,096,095.00
2033	2034	1,097,145.00
2034	2035	1,097,407.50
2035	2036	1,096,882.50
2036	2037	1,095,570.00
2037	2038	1,093,470.00
2038	2039	1,095,832.50
2039	2040	1,097,250.00
2040	2041	1,097,722.50

Said tax levies are such that if collected in full they, together with estimated collections of investment earnings and other revenues herein pledged for the payment of the Bonds, will, if collected when due, produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

17. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing powers of the District shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the District which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

18. Compliance with Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the District's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the District to reimburse itself for any expenditure which the District paid or will have paid prior to the closing date (a "Reimbursement Expenditure").

The District hereby certifies and/or covenants as follows:

(a) It shall not seek payment for a Reimbursement Expense from proceeds of the Bonds unless, not later than 60 days after the date of payment of a Reimbursement Expenditure, the District (or person designated to do so on behalf of the District) has made or will have made a written declaration of the District's official intent (a "Declaration") which effectively (i) states the District's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of the Bonds; (ii) gives a general and functional description of the Projects for which the Reimbursement Expenditure is paid; and (iii) states the maximum principal amount of the Bonds expected to be issued by the District for the purpose of financing the Projects; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Projects, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed 20% of the "issue price" of the Bonds, and (ii) a de minimis amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or 5% of the proceeds of the Bonds.

(b) Any such Reimbursement Expenditure shall be a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds and in all events within the period ending on the date which is the later of three years after payment of the Reimbursement Expenditure or one year after the date on which the Projects to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the District's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the District may take action contrary to any of the foregoing covenants in this paragraph 18 upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

19. Certificate of County Auditor. The Clerk is hereby directed to file a certified copy of this resolution with the County Auditor of Ramsey County, Minnesota, together with such other information as they shall require, and to obtain the County Auditor's Certificate

that the Bonds have been entered in the County Auditor's Bond Register, and that the tax levies required by law for the Bonds have been made.

20. State Credit Enhancement Program. The District hereby ratifies and confirms its covenant in the resolution adopted January 18, 2022, obligating itself to notify the Commissioner of Education of a potential default in payment of the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee the payment of principal and interest on the Bonds. The Chair and Clerk are hereby authorized and directed to enter into an agreement with the paying agent for the Bonds or any department of the State of Minnesota required by the provisions of Minnesota Statutes Section 126C.55.

21. Records and Certificates. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited therein.

22. Negative Covenant as to Use of Proceeds and Project. The District hereby covenants not to use the proceeds of the Bonds, or to cause or permit them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

23. Investment Limitations; Rebate. The District shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States. The District expects to satisfy the eighteen-month expenditure exemption for gross proceeds of the Bonds as provided in Section 1.148-7(d)(1) of the Regulations.

24. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The District may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such

dates as shall be required, subject to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

25. No Designation of Qualified Tax-Exempt Obligation. The Bonds shall not be designated by the Issuer as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

26. Continuing Disclosure. The District is the sole obligated person with respect to the Bonds. The District hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The District reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the District to provide the annual financial information with respect to the District described in the Undertaking, in not more than ten (10) business days following such amendment.

(d) The District agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the District's obligations under the covenants.

The Chair and Clerk of the District, or any other officer of the District authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the District the Undertaking in substantially the form presented to the School Board subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

27. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

28. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

STATE OF MINNESOTA
COUNTY OF RAMSEY
INDEPENDENT SCHOOL DISTRICT NUMBER 625, SAINT PAUL, MINNESOTA

I, the undersigned, being the duly qualified and acting Clerk of the Independent School District Number 625, Saint Paul, Minnesota DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the School Board of said District, duly called and held on the date therein indicated, insofar as such minutes relate to considering offers for, and awarding the sale of, \$15,000,000 General Obligation School Building Bonds, Series 2022A of said District.

WITNESS my hand this ____ day of _____, 2022.

Clerk

INDEPENDENT SCHOOL DISTRICT NO. 625

BOARD OF EDUCATION

SAINT PAUL PUBLIC SCHOOLS

RESOLUTION - GENERAL FORM



Board File No. _____

Date _____

**RESOLUTION ACCEPTING BID ON SALE OF
\$20,765,000 GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS,
SERIES 2022B,
PROVIDING FOR THEIR ISSUANCE AND LEVYING
A TAX FOR THE PAYMENT THEREOF**

A. WHEREAS, the School Board of Independent School District Number 625, Saint Paul, Minnesota (the "District") has heretofore determined and declared that it is necessary and expedient to issue \$20,765,000 General Obligation Facilities Maintenance Bonds, Series 2022B, pursuant to Minnesota Statutes, Section 123B.595, subdivision 5, and Chapter 475, as amended (collectively, the "Act"), to finance various deferred maintenance projects at various existing District sites and facilities, as described and in accordance with its ten-year facilities maintenance plan approved by the Commissioner of Education (the "Projects"); and

B. WHEREAS, the District has authorized the Notice of Intent to Issue Facilities Maintenance Bonds to Finance Certain Projects Included in the District's Ten-Year Facility Plan to be published in the official newspaper of the District as required by Minnesota Statutes, Section 123B.595, subdivision 5, clause (b).

C. WHEREAS, offers to purchase the Bonds were solicited on behalf of the District by Baker Tilly Municipal Advisors, LLC; and

Adopted _____

CHAIR Board of Education

CLERK Board of Education

NOW, THEREFORE, BE IT RESOLVED by the School Board of the Independent School District Number 625, Saint Paul, Minnesota, as follows:

1. Acceptance of Offer. The offer of an underwriting syndicate managed by Morgan Stanley & Co. LLC in New York, New York, with co-managers Raymond James & Associates, Inc., FHN Financial Capital Markets, UBS Financial Services Inc., Samuel A. Ramirez & Co., Inc., Ziegler, Alamo Capital, Advisors Asset Management, Inc., R. Seelaus & Co., Inc., American Veterans Group, PBC, and CINCaP Investment Group (collectively, the "Purchaser"), to purchase \$20,765,000 General Obligation Facilities Maintenance Bonds, Series 2022B (Minnesota School District Credit Enhancement Program) of the District (the "Bonds", or individually a "Bond"), in accordance with the terms of proposal at the rates of interest hereinafter set forth, and to pay therefor the sum of \$22,584,087.97, plus interest accrued to settlement, is hereby found, determined and declared to be the most favorable offer received and is hereby accepted, and the Bonds are hereby sold to the Purchaser. The District Clerk is directed to retain the deposit of the Purchaser and to forthwith return to the others making offers their good faith deposits.

2. Terms of Bonds.

(a) Title; Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be titled "General Obligation Facilities Maintenance Bonds, Series 2022B", shall be dated March 24, 2022, as the date of original issue, and shall be issued forthwith on or after such date as fully registered bonds. The Bonds shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$ 720,000	2033	\$1,065,000
2024	710,000	2034	1,095,000
2025	745,000	2035	1,135,000
2026	780,000	2036	1,170,000
2027	820,000	2037	1,205,000
2028	860,000	2038	1,240,000
2029	905,000	2039	1,275,000
2030	950,000	2040	1,310,000
2031	995,000	2041	1,355,000
2032	1,035,000	2042	1,395,000

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors

or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraph 10 (with respect to registration, transfer and exchange) Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota (the "Bond Registrar"), in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the District nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the District, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the District may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The District and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the Holder of the Bonds as shown on the register, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 10 hereof (with respect to registration, transfer and exchange), references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or District, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(c) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose. The Bonds shall provide funds to finance costs of the Projects. The total cost of the Projects, which shall include all costs enumerated in the Act, is estimated to be at least equal to the amount of the Bonds. Work on the Projects shall proceed with due diligence to completion. The District covenants that it shall do all things and perform all acts required of it to assure that work on the Projects proceeds with due diligence to completion and that any and all permits and studies required under law for the Projects are obtained.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2022, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2023	5.00%	2033	3.00%
2024	5.00	2034	3.00
2025	5.00	2035	3.00
2026	5.00	2036	3.00
2027	5.00	2037	3.00
2028	5.00	2038	3.00
2029	5.00	2039	3.00
2030	5.00	2040	3.00
2031	4.00	2041	3.00
2032	3.00	2042	3.00

5. Redemption. Bonds maturing on February 1, 2031, and thereafter, shall be subject to redemption and prepayment at the option of the District on February 1, 2030 and on any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the District; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid

shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds at least 30 days prior to the date fixed for redemption unless otherwise required by law.

To effect any partial redemption of Bonds having a common maturity date, the Bond Registrar, prior to giving notice of redemption, shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the District or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the District and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the District shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. U.S. Bank Trust Company, National Association, in Saint Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the District and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the Form of Bond set forth in paragraph 7 and in paragraph 12 of this resolution, with respect to interest payment and record date.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY COUNTY
INDEPENDENT SCHOOL DISTRICT NUMBER 625, SAINT PAUL, MINNESOTA

R-_____ \$_____

GENERAL OBLIGATION FACILITIES MAINTENANCE BOND, SERIES 2022B

(MINNESOTA SCHOOL DISTRICT CREDIT ENHANCEMENT PROGRAM)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
	February 1, _____	March 24, 2022	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Independent School District Number 625, Saint Paul, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, unless called for earlier redemption, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2022, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the designated office of U.S. Bank Trust Company, National Association, in Saint Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2031, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2030 and on any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the Bond Registrar and to each affected Holder of the Bonds at least 30 days prior to the date fixed for redemption.

All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect any partial redemption of Bonds having a common maturity date, the Bond Registrar, prior to giving notice of redemption, shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$20,765,000, all of like date of original issue and tenor, except as to number, maturity, interest rate and denomination, which Bond has been issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, and pursuant to a resolution adopted by the School Board of the Issuer on February 22, 2022 (the "Resolution"). The Bonds have been issued to finance various deferred maintenance projects at various existing District sites and facilities, as described and in accordance with its ten-year facilities maintenance plan approved by the Commissioner of Education, pursuant to Minnesota Statutes, Section 123B.595, subdivision 5, and Chapter 475, as amended. This Bond is payable out of the General Obligation Facilities Maintenance Bonds, Series 2022B Fund of the Issuer. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged. In addition, the Issuer has covenanted and

obligated itself to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee the payment of the principal and interest on the Bonds due.

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

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

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

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

No Designation of Qualified Tax-Exempt Obligation. This Bond has not been designated by the Issuer as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

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

IN WITNESS WHEREOF, the Independent School District Number 625, Saint Paul, Minnesota, by its School Board has caused this Bond to be executed on its behalf by the facsimile signatures of its Chair and its Clerk.

Date of Registration:

_____, 2022

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

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

U.S. Bank Trust Company,
National Association
Saint Paul, Minnesota
Bond Registrar

Registrable by: U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
SAINT PAUL, MINNESOTA

Payable at: U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
SAINT PAUL, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NUMBER 625,
SAINT PAUL, MINNESOTA

/s/ Facsimile
Chair

/s/ Facsimile
Clerk

By _____
Authorized Signature

ABBREVIATIONS

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

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

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

UTMA - _____ as custodian for _____
 (Cust) (Minor)
 under the _____ Uniform
 (State)
 Transfers to Minors Act

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

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

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

Name and Address: _____

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

PREPAYMENT SCHEDULE

This Bond has been prepaid in part on the date(s) and in the amount(s) as follows:

<u>Date</u>	<u>Amount</u>	<u>Authorized Signature of Holder</u>

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the District by the signatures of its Chair and Clerk, and shall be sealed with the seal of the District; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal may be omitted. In the event of disability or resignation or other absence of either such officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the District on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue, which date is March 24, 2022. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The District will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the District shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9 with respect to authentication) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination or denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the District shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

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

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the District evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

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

Transfers shall also be subject to reasonable regulations of the District contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Treasurer is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the District maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior to the Special Record Date.

13. Treatment of Registered Owner. The District and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12 above with respect to interest payment and record date) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the District nor the Bond Registrar shall be affected by notice to the contrary.

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

15. Fund and Accounts. There is hereby created a special fund to be designated the "General Obligation Facilities Maintenance Bonds, Series 2022B Fund" (the "Fund") to be administered and maintained by the District as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the District. The Fund and its accounts

shall each be maintained in the manner herein specified until all of the Bonds herein authorized and the interest thereon shall have been fully paid. There shall be maintained and created in the Fund two (2) separate accounts, to be designated the "Capital Account" and "Debt Service Account", respectively.

(a) Capital Account. To the Capital Account there shall be credited the proceeds of the Bonds less capitalized interest, if any, and any amount paid for the Bonds in excess of the minimum bid. From the Capital Account there shall be paid all costs of issuing the Bonds and all costs and expenses of the Projects, including all costs incurred and to be incurred of the kind authorized by the Act; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes herein levied. The proceeds of the Bonds shall be used to fund the Projects.

(b) Debt Service Account. There is hereby created a Debt Service Account and there is irrevocably appropriated thereto: (i) any premium received on the sale of the Bonds; (ii) the collections of all taxes herein or hereafter levied for the payment of the Bonds and interest thereon; (iii) all funds remaining in the Capital Account after the payment of all costs of the Projects; (iv) all investment earnings on funds held in the Debt Service Account; and (v) any and all other moneys which are properly available and are appropriated by the governing body of the District to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest of the Bonds and any other general obligation certificates of the District hereafter issued by the District and made payable from said account as provided by law.

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

16. Tax Levy; Coverage Test; Levy Reductions. To provide monies for the payment of principal and interest on the Bonds there is hereby levied upon all of the taxable property in the District a direct annual ad valorem tax which shall be spread upon the tax rolls and

collected with and as part of, other general property taxes in said District for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
2021	2022	\$ 1,438,934.29
2022	2023	1,508,535.00
2023	2024	1,508,010.00
2024	2025	1,505,647.50
2025	2026	1,506,697.50
2026	2027	1,505,647.50
2027	2028	1,507,747.50
2028	2029	1,507,485.00
2029	2030	1,504,860.00
2030	2031	1,505,070.00
2031	2032	1,503,967.50
2032	2033	1,501,920.00
2033	2034	1,509,427.50
2034	2035	1,510,425.00
2035	2036	1,510,320.00
2036	2037	1,509,112.50
2037	2038	1,506,802.50
2038	2039	1,503,390.00
2039	2040	1,509,375.00
2040	2041	1,508,692.50

Said tax levies are such that if collected in full they, together with estimated collections of investment earnings and other revenues herein pledged for the payment of the Bonds, will, if collected when due, produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies shall be irrepealable so long as any of the Bonds are outstanding and unpaid, provided that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

If the District's debt service revenue required to pay principal and interest on its facilities maintenance bonds issued pursuant to Minnesota Statutes, Section 123B.595 for any fiscal year exceeds the District's authorized long-term facilities maintenance revenue for the same fiscal year, the District's authorized general fund levy for that same fiscal year must be reduced by the amount of the excess.

17. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing powers of the District shall be and are hereby irrevocably pledged. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the District which are available for such purpose, and such other funds may be reimbursed

with or without interest from the Debt Service Account when a sufficient balance is available therein.

18. Compliance with Reimbursement Bond Regulations. The provisions of this paragraph are intended to establish and provide for the District's compliance with United States Treasury Regulations Section 1.150-2 (the "Reimbursement Regulations") applicable to the "reimbursement proceeds" of the Bonds, being those portions thereof which will be used by the District to reimburse itself for any expenditure which the District paid or will have paid prior to the closing date (a "Reimbursement Expenditure").

The District hereby certifies and/or covenants as follows:

(a) It shall not seek payment for a Reimbursement Expense from proceeds of the Bonds unless, not later than 60 days after the date of payment of a Reimbursement Expenditure, the District (or person designated to do so on behalf of the District) has made or will have made a written declaration of the District's official intent (a "Declaration") which effectively (i) states the District's reasonable expectation to reimburse itself for the payment of the Reimbursement Expenditure out of the proceeds of the Bonds; (ii) gives a general and functional description of the Projects for which the Reimbursement Expenditure is paid; and (iii) states the maximum principal amount of the Bonds expected to be issued by the District for the purpose of financing the Projects; provided, however, that no such Declaration shall necessarily have been made with respect to: (i) "preliminary expenditures" for the Projects, defined in the Reimbursement Regulations to include engineering or architectural, surveying and soil testing expenses and similar prefatory costs, which in the aggregate do not exceed 20% of the "issue price" of the Bonds, and (ii) a de minimis amount of Reimbursement Expenditures not in excess of the lesser of \$100,000 or 5% of the proceeds of the Bonds.

(b) Any such Reimbursement Expenditure shall be a capital expenditure or a cost of issuance of the Bonds or any of the other types of expenditures described in Section 1.150-2(d)(3) of the Reimbursement Regulations.

(c) The "reimbursement allocation" described in the Reimbursement Regulations for each Reimbursement Expenditure shall and will be made forthwith following (but not prior to) the issuance of the Bonds and in all events within the period ending on the date which is the later of three years after payment of the Reimbursement Expenditure or one year after the date on which the Projects to which the Reimbursement Expenditure relates is first placed in service.

(d) Each such reimbursement allocation will be made in a writing that evidences the District's use of Bond proceeds to reimburse the Reimbursement Expenditure and, if made within 30 days after the Bonds are issued, shall be treated as made on the day the Bonds are issued.

Provided, however, that the District may take action contrary to any of the foregoing covenants in this paragraph 18 upon receipt of an opinion of its Bond Counsel for the Bonds stating in effect that such action will not impair the tax-exempt status of the Bonds.

19. Certificate of County Auditor. The Clerk is hereby directed to file a certified copy of this resolution with the County Auditor of Ramsey County, Minnesota, together with such other information as they shall require, and to obtain the County Auditor's Certificate that the Bonds have been entered in the County Auditor's Bond Register, and that the tax levies required by law for the Bonds have been made.

20. State Credit Enhancement Program; Facilities Maintenance Bonding.

(a) The District hereby ratifies and confirms its covenant in the resolution adopted January 18, 2022, obligating itself to notify the Commissioner of Education of a potential default in payment of the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee the payment of principal and interest on the Bonds. The Chair and Clerk are hereby authorized and directed to enter into an agreement with the paying agent for the Bonds or any department of the State of Minnesota required by the provisions of Minnesota Statutes Section 126C.55.

(b) Furthermore, the District hereby ratifies and confirms its covenant in the resolution adopted January 18, 2022, obligating itself to comply with the provisions of Minnesota Statutes, Section 123B.595, and any continuing obligations specified therein, including the requirements relating to annually updating its ten-year facility plan, submitting its facility maintenance plan to the Commissioner annually or as otherwise required, and accounting as required thereunder.

21. Records and Certificates. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited therein.

22. Negative Covenant as to Use of Proceeds and Project. The District hereby covenants not to use the proceeds of the Bonds, or to cause or permit them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

23. Investment Limitations; Rebate. The District shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (i) requirements relating to temporary periods for investments, (ii) limitations on amounts invested at a yield greater than the yield on the Bonds, and (iii) the rebate of excess investment earnings to the United States. The District expects to satisfy the eighteen-month expenditure exemption for gross proceeds of the Bonds as provided in Section 1.148-7(d)(1) of the Regulations.

24. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The District may discharge its obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, subject to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

25. No Designation of Qualified Tax-Exempt Obligation. The Bonds shall not be designated by the Issuer as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

26. Continuing Disclosure. The District is the sole obligated person with respect to the Bonds. The District hereby agrees, in accordance with the provisions of Rule 15c2-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The District reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the District to provide the annual financial information with respect to the District described in the Undertaking, in not more than ten (10) business days following such amendment.

(d) The District agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the District's obligations under the covenants.

The Chair and Clerk of the District, or any other officer of the District authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the

District the Undertaking in substantially the form presented to the School Board subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

27. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

28. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

STATE OF MINNESOTA
COUNTY OF RAMSEY
INDEPENDENT SCHOOL DISTRICT NUMBER 625, SAINT PAUL, MINNESOTA

I, the undersigned, being the duly qualified and acting Clerk of the Independent School District Number 625, Saint Paul, Minnesota DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the School Board of said District, duly called and held on the date therein indicated, insofar as such minutes relate to considering offers for, and awarding the sale of, \$20,765,000 General Obligation Facilities Maintenance Bonds, Series 2022B of said District.

WITNESS my hand this ____ day of _____, 2022.

Clerk

INDEPENDENT SCHOOL DISTRICT NO. 625

BOARD OF EDUCATION

SAINT PAUL PUBLIC SCHOOLS

RESOLUTION - GENERAL FORM



Board File No. _____

Date _____

**RESOLUTION ACCEPTING BID ON SALE OF
\$9,805,000 GENERAL OBLIGATION SCHOOL BUILDING
REFUNDING BONDS, SERIES 2022C,
PROVIDING FOR THEIR ISSUANCE AND LEVYING
A TAX FOR THE PAYMENT THEREOF**

A. WHEREAS, Independent School District Number 625, Saint Paul, Minnesota (the "District") has heretofore issued its General Obligation School Building Bonds, Series 2014A, dated June 12, 2014 (the "Series 2014A Bonds"); and

B. WHEREAS, the School Board of the District (the "School Board") has heretofore determined and declared that it is necessary and expedient to provide moneys to current refund the outstanding Series 2014A Bonds, which mature on and after February 1, 2023; and

C. WHEREAS, \$10,610,000 in principal amount of the Series 2014A Bonds which mature on or after February 1, 2023 (the "Prior Bonds") are callable on February 1, 2022, and on any date thereafter, at a price of par plus accrued interest, as provided in the resolution adopted on May 20, 2014, authorizing the issuance of the Prior Bonds (the "Prior Resolution"); and

Adopted _____

CHAIR Board of Education

CLERK Board of Education

D. WHEREAS, the refunding of the Prior Bonds maturing on and after February 1, 2023 (the "Refunded Bonds") on April 1, 2022 (the "Call Date"), is consistent with covenants made with the holders thereof, and is necessary and desirable for the reduction of debt service cost to the District; and

E. WHEREAS, the School Board has heretofore determined and declared that it is necessary and expedient to issue its \$9,805,000 General Obligation School Building Refunding Bonds, Series 2022C (Minnesota School District Credit Enhancement Program) of the District (the "Bonds" or the "Refunding Bonds", or individually a "Bond"), pursuant to Minnesota Statutes, Chapter 475, to provide moneys for a current refunding of the Refunded Bonds; and

F. WHEREAS, offers to purchase the Bonds were solicited on behalf of the District by Baker Tilly Municipal Advisors, LLC; and

NOW, THEREFORE, BE IT RESOLVED by the School Board of the Independent School District Number 625, Saint Paul, Minnesota, as follows:

1. Acceptance of Offer. The offer of Piper Sandler & Co., in Minneapolis, Minnesota (the "Purchaser"), to purchase the Bonds, in accordance with the terms of proposal at the rates of interest hereinafter set forth, and to pay therefor the sum of \$10,720,377.22, plus any interest accrued to settlement, is hereby found, determined and declared to be the most favorable offer received and is hereby accepted, and the Bonds are hereby sold to the Purchaser. The District Clerk is directed to retain the deposit of the Purchaser and to forthwith return to the others making offers their good faith deposits.

2. Terms of Bonds.

(a) Title; Original Issue Date; Denominations; Maturities; Term Bond Option. The Bonds shall be titled "General Obligation School Building Refunding Bonds, Series 2022C", shall be dated March 24, 2022, as the date of original issue and shall be issued forthwith on or after such date as fully registered bonds. The Bonds shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2023	\$ 675,000	2030	\$ 790,000
2024	590,000	2031	815,000
2025	620,000	2032	840,000
2026	650,000	2033	865,000
2027	685,000	2034	890,000
2028	715,000	2035	915,000
2029	755,000		

As may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions may be made to the provisions of the applicable Bond(s).

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York or any of its successors or its successors to its functions hereunder (the "Depository") will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraph 10 (with respect to registration, transfer and exchange) Authorized Denominations for any Bond shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that Bond.

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota (the "Bond Registrar"), in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds neither the District nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the District, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the Registered Holder of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the District may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The District and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the Holder of the Bonds as shown on the register, and all such payments shall be valid and effective to fully satisfy and discharge the District's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing

Nominee, and subject to the transfer provisions in paragraph 10 hereof (with respect to registration, transfer and exchange), references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or District, as the case may be, to the Depository as provided in the Letter of Representations to the Depository required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Letter of Representations together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, collectively hereinafter referred to as the "Letter of Representations").

(c) Letter of Representations. The provisions in the Letter of Representations are incorporated herein by reference and made a part of the resolution, and if and to the extent any such provisions are inconsistent with the other provisions of this resolution, the provisions in the Letter of Representations shall control.

3. Purpose; Refunding Findings. The Bonds shall provide funds for a current refunding of the Refunded Bonds (the "Refunding"). It is hereby found, determined and declared that the Refunding is pursuant to Minnesota Statutes, Section 475.67, Subdivision 13; and that the Refunding on the Call Date shall result in a reduction of the present value of the dollar amount of the debt service to the District from a total dollar amount of \$13,127,868.75 for the Prior Bonds to a total dollar amount of \$12,337,985.14 for the Bonds refunding the Series 2014A Bonds, computed in accordance with the provisions of Minnesota Statutes, Section 475.67, Subdivision 12. Accordingly, the dollar amount of such present value of the debt service for the Bonds refunding the Series 2014A Bonds is lower by at least three percent of the dollar amount of such present value of the debt service for the Prior Bonds, as required in Minnesota Statutes, Section 475.67, Subdivision 12.

4. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2022, calculated on the basis of a 360-day year of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2023	5.00 %	2030	3.00 %
2024	5.00	2031	3.00
2025	5.00	2032	3.00
2026	5.00	2033	3.00
2027	5.00	2034	3.00
2028	5.00	2035	3.00
2029	5.00		

5. Redemption. Bonds maturing on February 1, 2030, and thereafter, shall be subject to redemption and prepayment at the option of the District on February 1, 2029 and on any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of

the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the District; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the paying agent and to each affected registered holder of the Bonds at least 30 days prior to the date fixed for redemption unless otherwise required by law.

To effect any partial redemption of Bonds having a common maturity date, the Bond Registrar, prior to giving notice of redemption, shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the District or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the District and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the District shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

6. Bond Registrar. U.S. Bank Trust Company, National Association, in Saint Paul, Minnesota, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the District and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. Principal and interest on the Bonds shall be paid to the registered holders (or record holders) of the Bonds in the manner set forth in the form of Bond and paragraph 12 of this resolution, with respect to interest payment and record date.

7. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY COUNTY
INDEPENDENT SCHOOL DISTRICT NUMBER 625, SAINT PAUL, MINNESOTA

R-_____ \$_____

GENERAL OBLIGATION
REFUNDING BOND, SERIES 2022C

(MINNESOTA SCHOOL DISTRICT CREDIT
ENHANCEMENT PROGRAM)

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
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February 1, _____	March 24, 2022		
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REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that the Independent School District Number 625, Saint Paul, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, unless called for earlier redemption, on the maturity date specified above, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing August 1, 2022, at the rate per annum specified above (calculated on the basis of a 360-day year of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the designated office of U.S. Bank Trust Company, National Association, in Saint Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Bondholders not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

Optional Redemption. All Bonds of this issue (the "Bonds") maturing on February 1, 2030, and thereafter, are subject to redemption and prepayment at the option of the Issuer on February 1, 2029 and on any date thereafter, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the maturities and the principal amounts within each maturity to be redeemed shall be determined by the Issuer; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Mailed notice of redemption shall be given to the Bond Registrar and to each affected Holder of the Bonds at least 30 days prior to the date fixed for redemption.

All Bonds so called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption have been duly deposited.

Selection of Bonds for Redemption; Partial Redemption. To effect any partial redemption of Bonds having a common maturity date, the Bond Registrar, prior to giving notice of redemption, shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers assigned to the Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of the Bond, without service charge, a new Bond or Bonds having the same stated maturity and interest rate and of any Authorized Denomination or Denominations, as requested by the Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$9,805,000, all of like date of original issue and tenor, except as to number, maturity, interest rate and denomination, which Bond has been issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the School Board of the Issuer on February 22, 2022 (the "Resolution"), for the purpose of providing funds sufficient for a current refunding on April 1, 2022 (the "Call Date") of the Issuer's General Obligation School Building Bonds, Series 2014A, dated June 12, 2014, which mature on and after February 1, 2023. This Bond is payable out of the Debt Service Account. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged. In addition, the Issuer has covenanted and obligated itself to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee the payment of the principal and interest on the Bonds due.

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

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

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

Treatment of Registered Owners. The Issuer and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

No Designation of Qualified Tax-Exempt Obligation. This Bond has not been designated by the Issuer as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

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

IN WITNESS WHEREOF, the Independent School District Number 625, Saint Paul, Minnesota, by its School Board has caused this Bond to be executed on its behalf by the facsimile signatures of its Chair and its Clerk.

Date of Registration:

_____, 2022

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

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

U.S. BANK TRUST
COMPANY, NATIONAL
ASSOCIATION,
Saint Paul, Minnesota
Bond Registrar

By _____
Authorized Signature

Registrable by: U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
SAINT PAUL, MINNESOTA

Payable at: U.S. BANK TRUST COMPANY,
NATIONAL ASSOCIATION
SAINT PAUL, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NUMBER 625,
SAINT PAUL, MINNESOTA

/s/ Facsimile _____
Chair

/s/ Facsimile _____
Clerk

ABBREVIATIONS

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

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

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

UTMA - _____ as custodian for _____
 (Cust) (Minor)
 under the _____ Uniform
 (State)
 Transfers to Minors Act

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

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

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

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

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

Name and Address: _____

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

PREPAYMENT SCHEDULE

This Bond has been prepaid in part on the date(s) and in the amount(s) as follows:

<u>Date</u>	<u>Amount</u>	<u>Authorized Signature of Holder</u>

8. Execution. The Bonds shall be in typewritten form, shall be executed on behalf of the District by the signatures of its Chair and Clerk, and shall be sealed with the seal of the District; provided, as permitted by law, both signatures may be photocopied facsimiles and the corporate seal may be omitted. In the event of disability or resignation or other absence of either such officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery.

9. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless a Certificate of Authentication on such Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the District on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue, which date is March 24, 2022. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

10. Registration; Transfer; Exchange. The District will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the District shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 9 with respect to authentication) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination or denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the Holder, Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the District shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the Holder making the exchange is entitled to receive.

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

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the District evidencing the same debt, and entitled to the same benefits under this resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the Holder thereof or his, her or its attorney duly authorized in writing.

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

Transfers shall also be subject to reasonable regulations of the District contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates. The Treasurer is hereby authorized to negotiate and execute the terms of said agreement.

11. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

12. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the District maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth (15th) day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior to the Special Record Date.

13. Treatment of Registered Owner. The District and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 12 above with respect to interest payment and record date) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the District nor the Bond Registrar shall be affected by notice to the contrary.

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

15. Fund and Accounts. There is hereby created a special fund to be designated the "General Obligation School Building Refunding Bonds, Series 2022C Fund" (the "Fund") to be administered and maintained by the District as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the District. The Fund and its

accounts shall each be maintained in the manner herein specified until all of the Bonds herein authorized and the interest thereon shall have been fully paid. There shall be maintained and created in the Fund two (2) separate accounts, to be designated the "Payment Account" and "Debt Service Account".

(a) Payment Account. The proceeds of the Bonds shall be deposited in the Payment Account. On or prior to the Call Date, the Treasurer shall transfer \$10,665,353.13 of the proceeds of the Bonds from the Payment Account to the paying agent for the Prior Bonds. This amount is sufficient to pay the principal and interest due on the Refunded Bonds. The remainder of the monies in the Payment Account shall be used to pay the costs of issuance of the Bonds. Any monies remaining in the Payment Account after payment of all costs of issuance and payment of the Refunded Bonds shall be transferred to the Debt Service Account.

(b) Debt Service Account. To the Debt Service Account there is hereby pledged and irrevocably appropriated and there shall be credited: (i) after the Call Date, any balance remaining in the Debt Service Accounts created for the Prior Bonds; (ii) any premium received on the sale of the Bonds; (iii) all investment earnings on funds in the Debt Service Account; (iv) all taxes herein levied for the payment of the Bonds and any taxes hereafter levied for the payment of the Bonds in the event the monies herein pledged are insufficient for the payment thereof; (v) all funds remaining in the Payment Account after completion of the Refunding and payments of the costs thereof; and (vi) any and all other moneys which are properly available and are appropriated by the governing body of the District to the Debt Service Account. The amount of any surplus remaining in the Debt Service Account when the Bonds and interest thereon are paid shall be used consistent with Minnesota Statutes, Section 475.61, Subdivision 4.

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

16. Tax Levy; Cancellation of Certain Levies Relating to the Refunded Bonds; Coverage Test. To provide monies for the payment of principal and interest on the Bonds there is hereby levied upon all of the taxable property in the District a direct annual ad valorem tax which

shall be spread upon the tax rolls and collected with and as part of, other general property taxes in said District for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
2021	2022	\$ 1,056,126.90
2022	2023	991,410.00
2023	2024	991,935.00
2024	2025	990,885.00
2025	2026	993,510.00
2026	2027	989,047.50
2027	2028	993,510.00
2028	2029	990,622.50
2029	2030	991,987.50
2030	2031	992,565.00
2031	2032	992,355.00
2032	2033	991,357.50
2033	2034	989,572.50

The tax levies are such that if collected in full they, together with estimated collections of investment earnings and other revenues herein pledged for the payment of the Bonds will, if collected when due, produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds.

The tax levies shall be irrevocable so long as any of said Bonds are outstanding and unpaid, provided that the District reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

Upon payment of the Prior Bonds, the uncollected taxes levied in the Prior Resolutions authorizing the issuance of the Prior Bonds, which are not needed to pay the Prior Bonds as a result of the Refunding, shall be canceled.

17. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith, credit and taxing powers of the District shall be and are hereby irrevocably pledged. If the balance in the Payment Account or Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the District which are available for such purpose, and such other funds may be reimbursed with or without interest from the Payment Account or Debt Service Account when a sufficient balance is available therein.

18. Redemption of Prior Bonds. The Prior Bonds shall be redeemed and prepaid on the Call Date in accordance with the terms and conditions set forth in the Notices of Call for Redemption, attached hereto as Exhibit A, which terms and conditions are hereby approved and incorporated herein by reference.

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

20. Supplemental Resolution. The Prior Resolutions are hereby supplemented to the extent necessary to give effect to the provisions of this resolution.

21. Certificate of Registration and Tax Levy. A certified copy of this resolution is hereby directed to be filed with the County Auditor of Ramsey County, together with such other information as the County Auditor shall require and there shall be obtained from the County Auditor a certificate that the Bonds have been entered in the County Auditor's Bond Register and that the tax levy required by law have been made.

22. State Credit Enhancement Program. The District hereby ratifies and confirms its covenant in the resolution adopted January 18, 2022, obligating itself to notify the Commissioner of Education of a potential default in payment of the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee the payment of principal and interest on the Bonds. The Chair and Clerk are hereby authorized and directed to enter into an agreement with the paying agent for the Bonds or any department of the State of Minnesota required by the provisions of Minnesota Statutes Section 126C.55.

23. Records and Certificates. The officers of the District are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the District relating to the Bonds and to the financial condition and affairs of the District, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the District as to the facts recited therein.

24. Negative Covenant as to Use of Proceeds and Project. The District hereby covenants not to use the proceeds of the Bonds or to use the facilities refinanced by the Bonds (the "Project"), or to cause or permit them to be used, or to enter into any deferred payment arrangements for the cost of the Project, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

25. Investment Limitations; Rebate. The District shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (a) requirements relating to temporary periods for investments, (b) limitations on amounts invested at a yield greater than the yield on the Bonds, and (c) the rebate of excess investment earnings to the United States.

26. Defeasance. When all Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution to the registered holders of the Bonds shall, to the extent permitted by law, cease. The District may discharge its

obligations with respect to any Bonds which are due on any date by irrevocably depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full; or if any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Bond Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit. The District may also at any time discharge its obligations with respect to any Bonds, subject to the provisions of law now or hereafter authorizing and regulating such action, by depositing irrevocably in escrow, with a suitable banking institution qualified by law as an escrow agent for this purpose, cash or securities described in Minnesota Statutes, Section 475.67, Subdivision 8, bearing interest payable at such times and at such rates and maturing on such dates as shall be required, subject to sale and/or reinvestment, to pay all amounts to become due thereon to maturity or, if notice of redemption as herein required has been duly provided for, to such earlier redemption date.

27. No Designation of Qualified Tax-Exempt Obligation. The Bonds shall not be designated by the Issuer as a "qualified tax-exempt obligation" within the meaning of Section 265(b)(3) of the Code.

28. Continuing Disclosure. The District is the sole obligated person with respect to the Bonds. The District hereby agrees, in accordance with the provisions of Rule 15c-12 (the "Rule"), promulgated by the Securities and Exchange Commission (the "Commission") pursuant to the Securities Exchange Act of 1934, as amended, and a Continuing Disclosure Undertaking (the "Undertaking") hereinafter described to:

(a) Provide or cause to be provided to the Municipal Securities Rulemaking Board (the "MSRB") by filing at www.emma.msrb.org in accordance with the Rule, certain annual financial information and operating data in accordance with the Undertaking. The District reserves the right to modify from time to time the terms of the Undertaking as provided therein.

(b) Provide or cause to be provided to the MSRB notice of the occurrence of certain events with respect to the Bonds in not more than ten (10) business days after the occurrence of the event, in accordance with the Undertaking.

(c) Provide or cause to be provided to the MSRB notice of a failure by the District to provide the annual financial information with respect to the District described in the Undertaking, in not more than ten (10) business days following such occurrence.

(d) The District agrees that its covenants pursuant to the Rule set forth in this paragraph and in the Undertaking is intended to be for the benefit of the Holders of the Bonds and shall be enforceable on behalf of such Holders; provided that the right to enforce the provisions of these covenants shall be limited to a right to obtain specific enforcement of the District's obligations under the covenants.

The Chair and Clerk of the District, or any other officer of the District authorized to act in their place (the "Officers") are hereby authorized and directed to execute on behalf of the District the Undertaking in substantially the form presented to the School Board subject to such modifications thereof or additions thereto as are (i) consistent with the requirements under the Rule, (ii) required by the Purchaser of the Bonds, and (iii) acceptable to the Officers.

29. Severability. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

30. Headings. Headings in this resolution are included for convenience of reference only and are not a part hereof, and shall not limit or define the meaning of any provision hereof.

EXHIBIT A

NOTICE OF CALL FOR REDEMPTION
GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2014A
INDEPENDENT SCHOOL DISTRICT NO. 625,
SAINT PAUL, MINNESOTA

NOTICE IS HEREBY GIVEN that by order of the School Board of Independent School District Number 625, City of Saint Paul, Ramsey County, Minnesota (the “District”), there have been called for redemption and prepayment on

April 1, 2022

those outstanding bonds of the City designated as General Obligation School Building Bonds, Series 2014A, dated as of June 12, 2014, having stated maturity dates in the years 2023 through 2035, inclusive, and totaling \$10,610,000 in principal amount and having CUSIP numbers listed below:

<u>Year</u>	<u>CUSIP*</u>	<u>AMOUNT</u>
2023	792895 G81	\$675,000
2024	792895 G99	700,000
2025	792895 H23	720,000
2026	792895 H31	740,000
2028	792895 H56	1,550,000
2029	792895 H64	810,000
2030	792895 H72	835,000
2031	792895 H80	860,000
2032	792895 H98	885,000
2033	792895 J21	915,000
2034	792895 J39	945,000
2035	792895 J47	975,000

The bonds are being called at a price of par plus accrued interest to April 1, 2022, on which date all interest on the bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment, at U.S. Bank Trust Company, National Association, ATTN: Paying Agent Services, 60 Livingston Avenue, Saint Paul, Minnesota, 55107, on or before April 1, 2022.

Dated: _____, 2022

BY ORDER OF THE SCHOOL BOARD

/s/ _____
Clerk

*The District shall not be responsible for the selection of or use of the CUSIP numbers, nor is any representation made as to their correctness indicated in the notice. They are included solely for the convenience of the holders.

STATE OF MINNESOTA
COUNTY OF RAMSEY
INDEPENDENT SCHOOL DISTRICT NUMBER 625, SAINT PAUL, MINNESOTA

I, the undersigned, being the duly qualified and acting Clerk of the Independent School District Number 625, Saint Paul, Minnesota DO HEREBY CERTIFY that I have compared the attached and foregoing extract of minutes with the original thereof on file in my office, and that the same is a full, true and complete transcript of the minutes of a meeting of the School Board of said District, duly called and held on the date therein indicated, insofar as such minutes relate to considering offers for, and awarding the sale of, \$9,805,000 General Obligation School Building Refunding Bonds, Series 2022C of said District.

WITNESS my hand this ____ day of _____, 2022.

Clerk

INDEPENDENT SCHOOL DISTRICT NO. 625

BOARD OF EDUCATION

SAINT PAUL PUBLIC SCHOOLS

RESOLUTION - GENERAL FORM



Board File No. _____

Date _____

**RESOLUTION PROVIDING FOR THE COMPETITIVE SALE OF
\$21,455,000 CERTIFICATES OF PARTICIPATION, SERIES 2022D;
COVENANTING AND OBLIGATING THE DISTRICT TO BE BOUND
BY AND USE THE PROVISIONS OF MINNESOTA STATUTES,
SECTION 126C.55 TO GUARANTEE THE PAYMENT OF THE
PRINCIPAL AND INTEREST ON THE CERTIFICATES**

A. WHEREAS, the School Board of Independent School District Number 625, Saint Paul, Minnesota (the "District") has heretofore determined that it is necessary and expedient to issue approximately \$21,455,000 Certificates of Participation, Series 2022D (the "Certificates") pursuant to Minnesota Statutes, Chapter 475, and Minnesota Statutes, Section 126C.40, to finance various capital deferred maintenance projects, additions to, and repairs across existing District facilities (the "Project"); and

B. WHEREAS, the District desires to use the provision of Minnesota Statutes, Section 126C.55 to take advantage of the State guarantee program; and

C. WHEREAS, the District has retained Baker Tilly Municipal Advisors, LLC, in Saint Paul, Minnesota ("Baker Tilly MA"), as its independent municipal advisor and is therefore authorized to sell the Certificates by a competitive negotiated sale in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9).

Adopted _____

CHAIR Board of Education

CLERK Board of Education

NOW, THEREFORE, BE IT RESOLVED by the School Board of Independent School District Number 625, Saint Paul, Minnesota as follows:

1. Authorization; Findings. Subject to the final approval by the Minnesota Department of Education of the proposed Project and financing therefor, the School Board hereby authorizes Baker Tilly MA to solicit bids for the competitive sale of the Certificates.

2. Meeting; Bid Opening. The School Board shall meet at the time and place specified in the Terms of Proposal attached hereto as Exhibit A for the purpose of considering sealed bids for, and awarding the sale of, the Certificates; provided, however, that the Superintendent and Chief Financial Officer, in consultation with Baker Tilly MA, are hereby granted the authority to alter the date and time (i) the sealed bids are due, and (ii) of the School Board meeting, at which the bids for the Certificates will be considered and awarded. The bids shall be opened at the time and place specified in the Terms of Proposal, or at such other time as determined by the Superintendent and Chief Financial Officer.

3. Terms of Proposal. The terms and conditions of the Certificates and the negotiation thereof are fully set forth in the "Terms of Proposal" attached hereto as Exhibit A and hereby approved and made a part hereof. In the event of the alteration of the date and time the sealed bids are due or the School Board meeting at which the bids for the Certificates will be considered and awarded in accordance with paragraph 2. above, the Superintendent and Chief Financial Officer, in consultation with Baker Tilly MA, are also hereby granted the authority to, and shall, amend the Terms of Proposal and disseminate the amended Terms of Proposal containing the new date and time the sealed bids are due, or the School Board meeting at which the consideration and award of the Certificates will take place, or both as applicable, and such other changes to the Terms of Proposal as they deem appropriate.

4. Guarantee of Payment.

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

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

5. Official Statement. In connection with said competitive sale, the officers and employees of the District are hereby authorized to cooperate with Baker Tilly MA and participate in the preparation of an official statement for the Certificates, and to execute and deliver it on behalf of the District upon its completion.

6. Official Intent Declaration.

(a) The District has determined to finance the Project.

(b) Other than (i) expenditures to be paid or reimbursed from sources other than the Certificates, (ii) expenditures permitted to be reimbursed under prior Treasury Regulations pursuant to the transitional provision contained in Section 1.150-2(j)(2) of the Regulations, (iii) expenditures constituting "preliminary expenditures" within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a "de minimus" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures for the Project have been paid by the District more than 60 days before the date of adoption of this Resolution.

(c) The District reasonably expects to reimburse all or a portion of the expenditures made for costs of the Project out of the proceeds of the Certificates to be issued by the District in an estimated maximum aggregate principal amount of \$21,455,000 after the date of payment of all or a portion of the costs of the Project. All reimbursed expenditures shall be capital expenditures, costs of issuance of the Certificates, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations.

7. Budgetary Matters. As of the date hereof, there are no District funds reserved, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project, other than pursuant to the issuance of the Certificates. This resolution, therefore, is determined to be consistent with the District's budgetary and financial circumstances as they exist or are reasonably foreseeable on the date hereof.

8. Reimbursement; Allocations. The District's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Certificates to reimburse the source of temporary financing used by the District to make payment of the prior costs of the Project. Each allocation shall be evidenced by an entry on the official books and records of the District maintained for the Project and shall specifically identify the actual original expenditure being reimbursed.

EXHIBIT A

THE DISTRICT HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$21,455,000*

CERTIFICATES OF PARTICIPATION, SERIES 2022D

**Evidencing the Proportionate Interests of the Registered Owners
Thereof in Rental Payments to be Made by**

INDEPENDENT SCHOOL DISTRICT NO. 625 SAINT PAUL, MINNESOTA

Pursuant to a Lease-Purchase Agreement

(Minnesota School District Credit Enhancement Program)

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the “Certificates”) will be received by Independent School District No. 625, Saint Paul, Minnesota (the “District”) on Tuesday, March 22, 2022 (the “Sale Date”) until 10:00 A.M., Central Time (the “Sale Time”) at the offices of Baker Tilly Municipal Advisors, LLC (“Baker Tilly MA”), 225 South 6th Street, Suite 2300, Minneapolis, Minnesota, 55402, after which time proposals will be opened and tabulated. Consideration for award of the Certificates will be by the School Board at its meeting commencing at 6:05 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder or its proposal to reach Baker Tilly MA prior to the Sale Time, and neither the District nor Baker Tilly MA shall be responsible for any failure, misdirection or error in the means of transmission selected by any bidder. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the District to purchase the Certificates regardless of the manner in which the proposal is submitted.

(a) **Sealed Bidding.** Completed, signed proposals may be submitted to Baker Tilly MA by email to bondservice@bakertilly.com or by fax (651) 223-3046, and must be received prior to the Sale Time.

OR

* *Preliminary; subject to change.*

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and controlled subsidiary of Baker Tilly US, LLP, an accounting firm. Baker Tilly US, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2022 Baker Tilly Municipal Advisors, LLC.

(b) **Electronic Bidding.** Proposals may also be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the District, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the District, its agents, nor PARITY® shall be responsible for a bidder's failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The District is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Certificates, and PARITY® is not an agent of the District.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

DETAILS OF THE CERTIFICATES

The Certificates will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2022. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Certificates will mature February 1 in the years and amounts* as follows:

2023	\$2,075,000	2027	\$820,000	2031	\$ 960,000	2035	\$1,090,000	2039	\$1,210,000
2024	\$ 730,000	2028	\$855,000	2032	\$1,000,000	2036	\$1,125,000	2040	\$1,240,000
2025	\$ 760,000	2029	\$885,000	2033	\$1,030,000	2037	\$1,150,000	2041	\$1,270,000
2026	\$ 790,000	2030	\$920,000	2034	\$1,060,000	2038	\$1,180,000	2042	\$1,305,000

* *The District reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Certificates or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Certificates as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the District for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.*

Proposals for the Certificates may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the proposal form.

BOOK ENTRY SYSTEM

The Certificates will be issued by means of a book entry system with no physical distribution of Certificates made to the public. The Certificates will be issued in fully registered form and one Certificate, representing the aggregate principal amount of the Certificates maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository for the Certificates. Individual purchases of the Certificates may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Certificates. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the “Purchaser”), as a condition of delivery of the Certificates, will be required to deposit the Certificates with DTC.

TRUSTEE

The District will name the trustee which shall be subject to applicable regulations of the Securities and Exchange Commission. The District will pay for the services of the trustee.

OPTIONAL REDEMPTION

The District may elect on February 1, 2030, and on any day thereafter, to redeem Certificates due on or after February 1, 2031. Redemption may be in whole or in part and if in part at the option of the District and in such manner as the District shall determine. If less than all Certificates of a maturity are called for redemption, the District will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Certificates will be special obligations of the District payable solely from and shall not constitute a debt for which the full faith and credit or taxing powers of the District will be pledged. The proceeds of the Certificates will be used to finance various capital deferred maintenance projects, additions to, and repairs across existing District facilities; and pay costs of issuance.

NOT BANK QUALIFIED TAX-EXEMPT OBLIGATIONS

The District will not designate the Certificates as qualified tax-exempt obligations for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

BIDDING PARAMETERS

Proposals shall be for not less than \$21,455,000 (Par) plus accrued interest, if any, on the total principal amount of the Certificates. No proposal can be withdrawn or amended after the time set

for receiving proposals on the Sale Date unless the meeting of the District scheduled for award of the Certificates is adjourned, recessed, or continued to another date without award of the Certificates having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater. Certificates of the same maturity shall bear a single rate from the date of the Certificates to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the District with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the “Code”), the Purchaser will be required to assist the District in establishing the issue price of the Certificates and shall complete, execute, and deliver to the District prior to the closing date, a written certification in a form acceptable to the Purchaser, the District, and Bond Counsel (the “Issue Price Certificate”) containing the following for each maturity of the Certificates (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the “public” (as said term is defined in Treasury Regulation Section 1.148-1(f) (the “Regulation”)) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the District pursuant hereto may be taken or received on behalf of the District by Baker Tilly MA.

The District intends that the sale of the Certificates pursuant to this Terms of Proposal shall constitute a “competitive sale” as defined in the Regulation based on the following:

- (i) the District shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the District reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Certificates; and
- (iv) the District anticipates awarding the sale of the Certificates to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See “AWARD” herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Certificates, as specified in the proposal. The Purchaser shall constitute an “underwriter” as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Certificates, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Certificates.

If all of the requirements of a “competitive sale” are not satisfied, the District shall advise the Purchaser of such fact prior to the time of award of the sale of the Certificates to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Certificates, the Purchaser shall

advise the District and Baker Tilly MA if 10% of any maturity of the Certificates (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The District will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The District will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the District will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the District and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the District and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Certificates or until all of the Certificates of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit via wire transfer to the District in the amount of \$214,550 (the “Deposit”) no later than 1:00 P.M., Central Time on the Sale Date. The Purchaser shall be solely responsible for the timely delivery of its Deposit, and neither the District nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the District may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

A Deposit will be considered timely delivered to the District upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the District and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the District.

AWARD

The Certificates will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the District. The District's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The District will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Certificates, (ii) reject all proposals without cause, and (iii) reject any proposal that the District determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The District has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Certificates. If the Certificates qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The District specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the District. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the District) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Certificates shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Certificates.

CUSIP NUMBERS

If the Certificates qualify for the assignment of CUSIP numbers such numbers will be printed on the Certificates; however, neither the failure to print such numbers on any Certificate nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Certificates. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about April 21, 2022, the Certificates will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Taft Stettinius & Hollister, LLP, of Minneapolis, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Certificates shall be made in federal, or equivalent, funds that shall be received at the offices of the District or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Certificates has been made impossible by action of the District, or its agents, the Purchaser shall be liable to the District for any loss suffered by the District by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

On the date of the actual issuance and delivery of the Certificates, the District will execute and deliver a Continuing Disclosure Undertaking (the "Undertaking") whereunder the District will covenant to provide, or cause to be provided, annual financial information, including audited financial statements of the District, and notices of certain material events, as specified in and required by SEC Rule 15c2-12(b)(5).

OFFICIAL STATEMENT

The District has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Certificates, and said Preliminary Official Statement has been deemed final by the District as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For an electronic copy of the Preliminary Official

Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the District, Baker Tilly Municipal Advisors, LLC, by telephone (651) 223-3000, or by email bondservice@bakertilly.com. The Preliminary Official Statement will also be made available at <https://connect.bakertilly.com/bond-sales-calendar>.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Certificates, together with any other information required by law. By awarding the Certificates to the Purchaser, the District agrees that, no more than seven business days after the date of such award, it shall provide to the Purchaser an electronic copy of the Final Official Statement. The District designates the Purchaser as its agent for purposes of distributing the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the District, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated February 22, 2022

BY ORDER OF THE SCHOOL BOARD

/s/ Chauntyll Allen
Clerk

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Central High School Electrical System Replacement

Project Description: Replacements on the electrical system.

Estimated Cost: \$403,200

Estimated Start Date: May 15, 2022

Estimated End Date: September 19, 2022

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations	X			
Number of trades on the project	X			
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project	X			
Construction schedule constraints	X			

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Short duration
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Eastern Heights Playground Replacement

Project Description: Replacement on playground.

Estimated Cost: \$360,000

Estimated Start Date: June 1, 2023

Estimated End Date: June 30, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations	X			
Number of trades on the project	X			
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project	X			
Construction schedule constraints	X			

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Short duration
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Education and Operation Services Dock Doors Lintels and Brick Replacements

Project Description: Replacements on dock doors lintels and bricks.

Estimated Cost: \$1,650,000

Estimated Start Date: September 15, 2022

Estimated End Date: November 15, 2022

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations		X		
Number of trades on the project	X			
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project	X			
Construction schedule constraints		X		

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Short duration
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt women and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. the union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Focus Beyond Playground Replacement

Project Description: Replacements on playground.

Estimated Cost: \$440,000

Estimated Start Date: July 1, 2022

Estimated End Date: August 1, 2022

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations	X			
Number of trades on the project	X			
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project	X			
Construction schedule constraints	X			

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Short duration
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt women and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. the union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Global Arts Plus Upper Playground Replacement

Project Description: Replacements on playground.

Estimated Cost: \$350,00

Estimated Start Date: July 1, 2022

Estimated End Date: August 1, 2022

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations	X			
Number of trades on the project	X			
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project	X			
Construction schedule constraints	X			

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Short duration
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt women and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. the union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Highland Park Senior Athletic Improvements

Project Description: Athletic Improvements.

Estimated Cost: \$1,550,000

Estimated Start Date: June 16, 2022

Estimated End Date: August 20, 2022

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations		X		
Number of trades on the project		X		
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project		X		
Construction schedule constraints		X		

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Moderately complex
- Limited coordination with occupancy

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Humboldt Senior Athletic Improvements

Project Description: Athletic Improvements.

Estimated Cost: \$1,172,000

Estimated Start Date: June 13, 2022

Estimated End Date: July 26, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations		X		
Number of trades on the project		X		
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project		X		
Construction schedule constraints		X		

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Moderately complex
- Limited coordination with occupancy

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. the union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: John A. Johnson Achievement Plus Paving Program

Project Description: Paving works.

Estimated Cost: \$800,000

Estimated Start Date: June 10, 2023

Estimated End Date: September 1, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations	X			
Number of trades on the project	X			
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project	X			
Construction schedule constraints	X			

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Short duration
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt women and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. the union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Open World Learning and Saint Paul Music Academy FY22 Mechanical HVAC

Project Description: Mechanical HVAC.

Estimated Cost: \$1,107,200

Estimated Start Date: May 23, 2022

Estimated End Date: October 21, 2022

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations	X			
Number of trades on the project	X			
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project	X			
Construction schedule constraints	X			

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Depending upon structure of bidding, work included in a stand-alone bid may not reach the minimum value threshold for PLA consideration
- Short duration
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. the union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Galtier, Washington Technology, and Wheelock Elementary FY23 Paving Program

Project Description: Paving works.

Estimated Cost: \$720,000

Estimated Start Date: July 1, 2022

Estimated End Date: September 1, 2022

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations	X			
Number of trades on the project	X			
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project	X			
Construction schedule constraints	X			

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Depending upon structure of bidding, work included in a stand-alone bid may not reach the minimum value threshold for PLA consideration
- Short duration
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. the union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Murray Middle, Phalen Lake, Wellstone Elementary, and Highland Park Senior FY23 Flooring Replacement Program

Project Description: Replacements of floor.

Estimated Cost: \$595,000

Estimated Start Date: April 1, 2023

Estimated End Date: September 1, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations	X			
Number of trades on the project	X			
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project	X			
Construction schedule constraints	X			

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Depending upon structure of bidding, work included in a stand-alone bid may not reach the minimum value threshold for PLA consideration
- Short duration
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. the union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Student Placement Center, Focus Beyond, and Eastern Heights FY23 Plumbing Replacement

Project Description: Replacements on plumbing.

Estimated Cost: \$568,000

Estimated Start Date: June 1, 2023

Estimated End Date: September 20, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations		X		
Number of trades on the project		X		
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project		X		
Construction schedule constraints		X		

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Depending upon structure of bidding, work included in a stand-alone bid may not reach the minimum value threshold for PLA consideration
- Short duration
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. the union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: LEAP, Harding Senior, Rondo Gym, HUBBS, Focus Beyond, and Rondo Entry FY23 General Flooring Replacements

Project Description: Replacements on floor.

Estimated Cost: \$398,000

Estimated Start Date: June 13, 2023

Estimated End Date: September 30, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations	X			
Number of trades on the project	X			
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project	X			
Construction schedule constraints	X			

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Depending upon structure of bidding, work included in a stand-alone bid may not reach the minimum value threshold for PLA consideration
- Short duration
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. the union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: LEAP and Hazel Park Academy FY23 Ceiling Replacement Program

Project Description: Replacement of ceiling.

Estimated Cost: \$370,000

Estimated Start Date: December 15, 2022

Estimated End Date: January 06, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations	X			
Number of trades on the project	X			
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project	X			
Construction schedule constraints	X			

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Depending upon structure of bidding, work included in a stand-alone bid may not reach the minimum value threshold for PLA consideration
- Short duration
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. the union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Randolph Heights Elementary Boiler Replacements

Project Description: Replacements on boiler.

Estimated Cost: \$493,000

Estimated Start Date: May 10, 2022

Estimated End Date: September 30, 2022

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations		X		
Number of trades on the project	X			
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project	X			
Construction schedule constraints		X		

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☐ The Facilities Department **recommends** that a PLA be used for this project
- ☒ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Short duration
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt women and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. the union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Creative Arts High HVAC Upgrades

Project Description: Upgrades on HVAC.

Estimated Cost: \$2,334,000

Estimated Start Date: June 16, 2023

Estimated End Date: August 24, 2024

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project			X	
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors	x			ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Highly complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Creative Arts High RTU Replacement

Project Description: Replacement on RTU.

Estimated Cost: \$1,000,000

Estimated Start Date: June 10, 2023

Estimated End Date: September 20, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project		X		
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Moderately complex
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Education and Operation Services Kitchen HVAC Upgrades

Project Description: Upgrades on kitchen HVAC.

Estimated Cost: \$2,113,000

Estimated Start Date: June 13, 2023

Estimated End Date: September 29, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project			X	
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Highly complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Education and Operation Services Print Shop AHU Replacements

Project Description: Replacements on print shop AHU.

Estimated Cost: \$840,000

Estimated Start Date: November 15, 2022

Estimated End Date: January 15, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X	X	Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project			X	
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Highly complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Farnsworth Aerospace Upper HVAC Replacements

Project Description: Replacements on HVAC.

Estimated Cost: \$9,522,000

Estimated Start Date: May 15, 2023

Estimated End Date: September 25, 2024

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project			X	
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Highly complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Harding Senior High Medium Voltage Service Replacement

Project Description: Replacements on medium voltage service.

Estimated Cost: \$2,000,000

Estimated Start Date: June 15, 2023

Estimated End Date: September 20, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project			X	
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Highly complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Highland Park Middle HVAC Upgrades

Project Description: Upgrades on HVAC.

Estimated Cost: \$4,480,000

Estimated Start Date: June 15, 2023

Estimated End Date: August 24, 2024

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project			X	
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Highly complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Jie Ming Mandarin Immersion Additional & Renovation

Project Description: Core building spaces and building systems will be improved. Learning spaces will be expanded and enhanced. The site will also be equipped with a working kitchen and larger cafeteria.

Estimated Cost: \$16,339,276

Estimated Start Date: June 1, 2022

Estimated End Date: September 29, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project			X	
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments

Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project
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Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Highly complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Maxfield Elementary HVAC Upgrades

Project Description: Upgrades on HVAC.

Estimated Cost: \$2,215,000

Estimated Start Date: June 13, 2023

Estimated End Date: August 24, 2024

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project			X	
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Highly complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Mississippi Creative Arts HVAC Upgrades

Project Description: Upgrades on HVAC.

Estimated Cost: \$5,365,000

Estimated Start Date: June 13, 2023

Estimated End Date: August 24, 2024

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project			X	
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Highly complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Journeys and Washington Technology FY23 Roofing Replacement Program

Project Description: Replacements on roofing.

Estimated Cost: \$6,572,000

Estimated Start Date: June 10, 2023

Estimated End Date: September 20, 2024

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project		X		
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project		X		
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Moderately complex
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Battle Creek Elementary, Groveland Park, Mississippi Creative Arts, Washington Technology, and Harding Senior High FY23 Fire Safety Program

Project Description: Fire safety (alarms and suppression)

Estimated Cost: \$3,127,000

Estimated Start Date: July 1, 2022

Estimated End Date: June 20, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project		X		
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project		X		
Construction schedule constraints		X		

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Critical, complex building systems
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Central Senior High and Central Auto Garage FY23 Window Replacement Program

Project Description: Replacement of windows.

Estimated Cost: \$3,117,000

Estimated Start Date: July 1, 2023

Estimated End Date: September 1, 2024

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project		X		
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project		X		
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Moderately complex
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

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Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: LEAP and Central Senior High FY23 Instructional A/V

Project Description: Instructional A/V.

Estimated Cost: \$2,723,600

Estimated Start Date: May 1, 2023

Estimated End Date: December 1, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations		X		
Number of trades on the project		X		
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project		X		
Construction schedule constraints		X		

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Moderately complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

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Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: EXPO, Groveland Park, Wellstone Elementary FY22 Roofing Replacement Program

Project Description: Replacements on roof.

Estimated Cost: \$2,215,000

Estimated Start Date: June 13, 2022

Estimated End Date: September 2, 2022

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project		X		
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project		X		
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Moderately complex
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

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Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Harding Senior and Murray Middle FY22 Instructional A/V

Project Description: Instructional A/V.

Estimated Cost: \$1,794,000

Estimated Start Date: July 26, 2022

Estimated End Date: February 1, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations		X		
Number of trades on the project		X		
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project		X		
Construction schedule constraints		X		

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Moderately complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

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Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Harding Senior High, Open World Learning, Washington Technology, and Highland Park Senior Theater & Stage Equipment Upgrades

Project Description: Upgrades on theater and stage equipment.

Estimated Cost: \$1,018,400

Estimated Start Date: May 16, 2022

Estimated End Date: September 2, 2022

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations	X			
Number of trades on the project		X		
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project		X		
Construction schedule constraints	X			

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Moderate complexity
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

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Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: AGAPE, Como Senior, Dayton's Bluff, Humboldt Senior, Murray Middle, Washington Technology, John A. Johnson, and Nokomis North FY23 Mechanical Program

Project Description: Mechanical improvements.

Estimated Cost: \$550,000

Estimated Start Date: June 1, 2023

Estimated End Date: September 20, 2023

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations		X		
Number of trades on the project	X			
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project	X			
Construction schedule constraints		X		

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Depending upon structure of bidding, work included in a stand-alone bid may not reach the minimum value threshold for PLA consideration
- Short duration
- Limited number of trades
- Limited scale of projects

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i" Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

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Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Ramsey Middle Additional & Renovation

Project Description: Align teaching and learning spaces with the District's middle school model. Expand and relocation administrative suite. Expand the kitchen to support a design enrollment of 660 students.

Estimated Cost: \$29,800,000

Estimated Start Date: November 1, 2023

Estimated End Date: February 27, 2027

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project			X	
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Highly complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii"I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Rondo Complex HVAC RTU Replacement Phase 1

Project Description: Replacement on HVAC.

Estimated Cost: \$2,020,000

Estimated Start Date: June 13, 2024

Estimated End Date: August 24, 2024

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project			X	
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Highly complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Rondo Complex HVAC RTU Replacement Phase 2

Project Description: Replacement on HVAC.

Estimated Cost: \$1,787,400

Estimated Start Date: June 15, 2024

Estimated End Date: August 23, 2024

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project			X	
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Highly complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

ii" I strongly believe PLAs hurt woman and minority contractors that have made a choice to be non-union. If the contractors are paying prevailing wage there is not reason for PLAs. If the purpose of the union is to ensure fair wages and benefits are paid the prevailing wage requirement does that. No "side" agreement with a General Contractor should supersede women & minority inclusion goals. That should be #1. thee union should not be an obstacle for women & minority small businesses to participate in a project nor should they be forced to join just to get business.

Please keep in my the purpose of prevailing wage. Union involvement is not necessary if workers are being paid the required wage and benefits package."

REQUEST FOR SAINT PAUL PUBLIC SCHOOLS BOARD OF EDUCATION ACTION

Subject: Project Labor Agreement

Project Title: Rondo Complex HVAC RTU Replacement Phase 3

Project Description: Replacement on HVAC.

Estimated Cost: \$1,010,000

Estimated Start Date: June 15, 2024

Estimated End Date: September 24, 2024

Executive Summary

Per Board of Education (BOE) direction dated February 25, 2005, the BOE will evaluate all construction projects whose cost estimates exceed \$250,000 for the appropriateness of a Project Labor Agreement (PLA). Notice of this action was published in the Saint Paul Legal Ledger at least 30 days prior to any BOE action.

Assessment of Criteria for PLA Recommendation:

Criteria	Low	Medium	High	Notes
Potential impact on students/operations			X	
Number of trades on the project			X	
Potential for work stoppage		X		Significant number of labor contracts under negotiation, though not anticipating impasse on any.
Complexity of project			X	
Construction schedule constraints			X	

Notices requesting input on the use of a PLA on this project were sent to the following interested parties.

Summary of Responses:

Organization	Yes	No	No Response	Comments
Associated Builders and Contractors		x		i. See footnote for full comments
Associated General Contractors of Minnesota		x		Unions often times prevent contractors of color from participating on public projects
National Association of Minority Contractors		x		ii. See footnote for full comments
Saint Paul Building and Construction Trades Council	x			multi craft, dollar amount, length of project

Staff Recommendation

- ☒ The Facilities Department **recommends** that a PLA be used for this project
- ☐ The Facilities Department **does not recommend** that a PLA be used for this project

The reasons for the recommendation are as follows:

- Consistency with previous project precedent
- Highly complex
- Multi-phase
- Coordinated occupied construction

Final Action

The BOE directs that a PLA

- ☐ be used for this project
- ☐ not be used for this project

If the BOE directs that a PLA be used on this project, it hereby authorizes the Director of Facilities to instruct the execution of this agreement and further directs that the agreement be included in the final construction documents.

i"Project labor agreements discriminate against local construction workers who choose not to join a union. Residents of the school district who send their kids to these schools, who pay taxes to the district, and who are otherwise qualified to work on these schools are told they cannot unless they join a union and pay union dues. This is antithetical to fair and open competition, as well as the inclusion efforts the district promotes.

We strongly urge the district to not adopt union-only project labor agreements for these projects. 75% of Minnesota's construction workforce choose not to be in a construction union. By adopting a PLA for any or all of these projects, the district is telling these Minnesotans - many of whom live, pay taxes, and send their children to schools in your district - that they are not welcome there. Please let all responsible contractors and construction workers bid and work on your projects."

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BOARD OF EDUCATION | 2021-2023 MEETING DATES

	COB	BOE
TIME	4:30pm (unless otherwise noted)	Public Comment 5:30 Board of Education Meeting 6:05pm

2021-2022SY

SEPT	~~9/7/2021~~ 9/14/2021	9/21/2021
OCT	10/5/2021	10/19/2021
NOV	11/9/2021	11/16/2021
DEC	12/7/2021	12/14/2021
JAN	1/4/2022	1/4/2022 6:05pm Annual Meeting 1/18/2022
FEB	2/8/2022	2/22/2022
MARCH	3/8/2022	3/22/2022
APRIL	~~4/5/2022~~ 4/12/2022	4/19/2022
MAY	5/10/2022	5/24/2022
JUNE	6/7/2022	6/7/2022 4:00pm Non-Renewals 6/21/2022
JULY	-----	7/19/2022
AUG	Wed. 8/10/2022	8/23/2022

2022-2023SY

SEPT	9/6/2022	9/20/2022
OCT	10/4/2022	10/18/2022

NOV	11/15/2022	11/22/2022
DEC	12/6/2022	12/13/2022
JAN	1/3/2023	1/3/2023 6:05pm Annual Meeting 1/17/2023
FEB	2/7/2023	2/21/2023
MARCH	3/7/2023	3/21/2023
APRIL	4/11/2023	4/18/2023
MAY	5/9/2023	5/23/2023
JUNE	6/6/2023	6/6/2023 4:00pm Non-Renewals 6/20/2023
JULY	-----	7/18/2023
AUG	Wed. 8/9/2023	8/22/2023