



Wisconsin Rapids Public Schools

Board of Education

510 Peach Street, Wisconsin Rapids, WI 54494
(715) 424-6701

John A. Krings, President
John Benbow, Jr.
Larry Davis
Sandra K. Hett
Anne Lee
Mary E. Rayome
Katie Medina

Desiree Alu, *Student Representative*

MISSION STATEMENT

Working together with home and community we are dedicated to providing the best education for every student, enabling each to be a thoughtful, responsible contributor to a changing world.

AGENDA

September 11, 2017

REGULAR BOARD OF EDUCATION MEETING

LOCATION: Thomas A. Lenk Educational Center, 510 Peach Street, Wisconsin Rapids, WI
Conference Room A/B

TIME: 6:00 p.m.

I Call to Order

II Pledge of Allegiance

III Roll Call

IV Student Representative's Report

V Minutes

A. Regular Board of Education Meeting – August 14, 2017

B. Special Board of Education Meeting (Closed Session) – August 14, 2017

VI Comments From Citizens and Delegations

Persons who wish to address the Board of Education may make a statement pertaining to a specific agenda item, and may be recognized by the Board President to speak regarding issues which are not on the agenda; however, the Board will not take action on items not listed on the agenda. The Board President may establish limits for speakers due to time constraints. Persons wishing to address the Board should sign up to do so with the Board Secretary before the meeting begins. Comments made by the public shall be civil in content and tone. Speakers bear the personal risk if comments made are defamatory, slanderous, or otherwise harmful to another individual. Please keep in mind that this is a meeting of the Board of Education open to the public, and not a public hearing.

VII Committee Reports

A. Business Services Committee

1. Action to approve of 66.030.01 cooperative agreements for students attending the District Virtual program.
2. Updates and reports on 2016-17 utility and snow removal costs.
3. Action to approve regular Committee meeting minutes of September 5, 2017.

The Wisconsin open meetings law requires the Board, or Board Committee, only take action on subject matter that is noticed on their respective agendas. Persons wishing to place items on the agenda should contact the District Office at 715-424-6701, at least seven working days prior to the meeting date for the item to be considered. The item may be referred to the appropriate Committee or placed on the Board agenda as determined by the Superintendent and/or Board President. With advance notice, efforts will be made to accommodate the needs of persons with disabilities by providing a sign language interpreter or other auxiliary aids, by calling 715-424-6701.

VII Committee Reports (*continued*)

B. Personnel Services Committee

1. Action on appointments, resignations, retirements, voluntary staff reduction request, and approval of Board Policy 840 – Public Gifts to the Schools for second reading, and Board Policy 460 – Student Awards and Scholarships for first reading.
2. Updates and reports on Board Policy 851 – Advertising in the Schools and substitute teacher pay.
3. Action to approve regular Committee meeting minutes of September 5, 2017.

C. Educational Services Committee

1. Action to approve of two parent representatives to serve on the District Council for Instructional Improvement Committee for three-year terms, and a proposal from Houghton Mifflin Harcourt for professional development services.
2. Updates and reports on Mead Elementary Charter School accomplishments for 2016-17 and goals for 2017-18, District spending of Every Student Succeeds Act dollars, and highlights from professional development initiatives of the 2016-17 school year as well as plans for 2017-18.
3. Action to approve regular Committee meeting minutes of September 5, 2017.

VIII Agenda Referrals/Information Requests

IX Legislative Agenda

X Bills

- A. Action on Receipts and Disbursements

XI New Business

- A. Possible action on employee appointments, resignations, and retirement requests.
- B. Discussion and possible action to approve the implementation of a total base wage increase for the AFSCME Local 1075 Custodial and Maintenance bargaining unit.
- C. Possible action to rescind a Board motion made on June 26, 2017 to exceed the revenue limit for one year on a non-recurring basis to fund energy efficiency and operational efficiency projects.
- D. Possible action to rescind a Board motion made on July 10, 2017 to approve a Resolution authorizing a State Trust Fund loan from the Board of Commissioners of Public Lands in the amount of \$11.5 million.
- E. Possible action on a Resolution authorizing temporary borrowing in an amount not to exceed \$10,000,000; issuance of tax and revenue anticipation promissory notes; and participation in the PMA Levy and Anticipation Notes Program (Attachment A).
- F. Consideration and discussion of Board Policy 851 – Advertising in the Schools.

XII Calendar

The calendar reflects meetings and events that are scheduled as of September 11, 2017:

1. September 11, 2017 (Mon) – Regular Board of Education Meeting – 6:00 p.m.
2. September 14, 2017 (Thur) – Ruder Ware School Law Seminar, Rothschild, WI – 4:00 p.m.
3. September 25, 2017 (Mon) – Council for Instructional Improvement (CII) Meeting – 8:00 a.m.
4. October 2, 2017 (Mon) – Board Committee Meetings
 - Business Services – 6:00 p.m.
 - Personnel Services Committee – 6:00 p.m.
 - Educational Services Committee – Immediately following the Business Services and Personnel Services Committee Meetings, but not before 6:15 p.m.
5. October 9, 2017 (Mon) – Regular Board of Education Meeting – 6:00 p.m.
6. October 23, 2017 (Mon) – Council for Instructional Improvement (CII) Meeting – 8:00 a.m.
7. October 26, 2017 (Thur) – WASB Regional Meeting, Rothschild, WI – 6:00 p.m.

XIII Adjourn

**RESOLUTION AUTHORIZING TEMPORARY BORROWING
IN AN AMOUNT NOT TO EXCEED \$10,000,000;
ISSUANCE OF TAX AND REVENUE
ANTICIPATION PROMISSORY NOTES;
AND PARTICIPATION IN THE PMA LEVY AND
AID ANTICIPATION NOTES PROGRAM**

WHEREAS, the School District of Wisconsin Rapids, Wood and Portage Counties, Wisconsin (the "District"), is temporarily in need of funds in the amount not to exceed \$10,000,000 to meet the immediate expenses of operating and maintaining the public instruction in the District during the current school year and in anticipation of taxes, state aids, income, revenue, cash receipts and other monies to be received by the District for the current school year;

WHEREAS, school districts are authorized by the provisions of Section 67.12(8)(a)1, Wisconsin Statutes, to borrow money and issue tax and revenue anticipation promissory notes for such public purposes;

WHEREAS, the School Board deems it necessary and in the best interest of the District that funds be borrowed and tax and revenue anticipation promissory notes be issued pursuant to the provisions of Section 67.12(8)(a)1, Wisconsin Statutes;

WHEREAS, in accordance with Section 67.12(8)(a)1, Wisconsin Statutes, the total amount borrowed shall be for the purpose of meeting the immediate expenses of operating and maintaining the public instruction in the District during the current school year, shall not exceed one-half of the estimated receipts for the operation and maintenance of the District for the current school year as heretofore certified by the District Clerk, and the loan shall not extend beyond November 1 of the next school year;

WHEREAS, prior to the issuance of its tax and revenue anticipation promissory notes, the District will have voted the tax for the operation and maintenance of the schools of the District for the current school year to be collected on the next tax roll;

WHEREAS, to the best of the knowledge, information and belief of the School Board, the District complies with the revenue limits set forth in Sections 121.91 and 121.92, Wisconsin Statutes;

WHEREAS, Section 66.0301(2), Wisconsin Statutes authorizes any municipality, including a school district, to contract with other municipalities for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law;

WHEREAS, the School Board hereby finds and determines that it is in the best interests of the District to participate in the PMA Levy and Aid Anticipation Notes Program (the "Program"), the terms and provisions of which are described in the Master Indenture of Trust (the "Master Indenture"), and a Supplemental Indenture of Trust (the "Supplemental Indenture") to be entered into with a trustee to be named in the Approving Certificate (defined below) (the "Trustee") (collectively, the Master Indenture and the Supplemental Indenture shall be referred to as the "Indenture"); and

WHEREAS, under the Program, participating school districts will issue one or more series of tax and revenue anticipation promissory notes. Said notes may be grouped with a related series of notes of the District and will underlie corresponding series of note participations (the "Participations", and each

series a "Series of Participations") that will be issued under the Master Indenture and a separate Supplemental Indenture relating to each Series of Participations.

NOW, THEREFORE, BE IT RESOLVED by the School Board of the District that:

1. **Authorization.** For the purpose of meeting the immediate expenses of operating and maintaining the public instruction of the District during the current school year and in anticipation of taxes, state aids, income, revenue, cash receipts and other monies to be received by the District in its general fund for the current school year, there shall be borrowed, pursuant to Section 67.12(8)(a)1, Wisconsin Statutes, an aggregate principal sum not to exceed \$10,000,000 ("Maximum Amount"). To the extent the District has a policy regarding borrowing that has requirements that are not met by participating in the Program, such policy requirements are hereby waived.

2. **Terms of the Notes.** To evidence such borrowing, the District President and District Clerk are hereby authorized, empowered and directed to make, execute, issue, sell and deliver to the Trustee, for and on behalf of the District, its Tax and Revenue Anticipation Promissory Notes (collectively, the "Notes") payable to the Trustee or its designee, in one or more series, in substantially the form attached hereto as Appendix A-1.

The Notes shall be issued in the District's name, in one or more series, pursuant to the terms stated in the Master Indenture and a related Supplemental Indenture. The aggregate sum of the District's Notes shall not exceed the Maximum Amount.

Each series of Notes may be issued in conjunction and grouped with the notes of one or more other school districts participating in the Program to underlie a Series of Participations. In all cases, the obligation of the District to make payments on or in respect to its Notes is a several and not a joint obligation of the District and is strictly limited to the District's repayment obligation for its Notes under this Resolution.

The Notes shall be dated as of their date of issuance; shall bear interest from their dated date until paid; and shall mature on or before October 19, 2018. Interest on the Notes shall be paid at maturity. The Notes shall bear interest at a rate per annum such that the net interest cost of the Notes shall not exceed 2.25%.

3. **Redemption Provisions.** The Notes are not subject to optional redemption.

4. **Sale of Note; Execution of Note Purchase Agreement and Approving Certificate.** Either the District Administrator or Director of Business Services of the District (individually, the "Financial Officer") or, in the absence of the Financial Officer, the President or Clerk of the District or those authorized by law to act on their behalf (the "District Officer") are hereby authorized and directed to negotiate, on behalf of the District, with the purchaser of the Notes (the "Underwriter"), in its capacity as Underwriter and PMA Securities, Inc., in its capacity as administrative agent for the District under the Program ("Administrative Agent"), an amount, interest rate, and maturity date for each series of Notes issued under the Program and other matters related to the financing, subject to the limitations provided herein or in the Master Indenture.

The difference between the issue price of the Notes and the purchase price to be paid to the District (which amount constitutes compensation paid to the Underwriter) shall not exceed \$5 for every \$1,000 of principal amount of Notes issued.

This School Board authorizes and directs the Financial Officer or District Officer to execute and deliver, in the name and on behalf of the District, an Approving Certificate in substantially the form attached hereto as Appendix B-1 (the "Approving Certificate") and a separate note purchase agreement for each series of Notes.

The execution of the Approving Certificate and the note purchase agreement by the Financial Officer or the District Officer shall constitute and evidence full approval by the School Board of such documents.

5. **Program Approval; Execution of Supplemental Indenture.** The form of Master Indenture and a form of Supplemental Indenture presented at this meeting are hereby acknowledged.

The District Officer, or the Administrative Agent on behalf of the District, are hereby authorized and directed to execute, deliver and enter in to, in the name and on behalf of the District, the Master Indenture and any Supplemental Indenture with respect to each Series of Participations that the Notes underlie with a trustee named in the Approving Certificate. The Master Indenture and each Supplemental Indenture shall be in substantially the forms presented to this meeting, with such changes not inconsistent with this Resolution as the District Officer shall approve. The execution of the Master Indenture and any Supplemental Indenture by the District Officer or the Administrative Agent (as modified by such officers or agent prior to execution) shall constitute and evidence full approval by the School Board of such documents.

6. **Disposition of Proceeds of Notes.** The proceeds of the Notes (the "Note Proceeds") shall be applied as described in the Master Indenture and the related Supplemental Indenture for the Series of Participations that the Notes underlie.

The Note Proceeds shall be deposited into the District's Proceeds Subaccount and a subaccount of the Cost of Issuance Fund, established by the Trustee for each Series of Participations that the Notes underlie pursuant to the Master Indenture and in amounts determined by the Administrative Agent. Amounts on deposit in the Costs of Issuance Fund shall be expended as determined by the Administrative Agent and in accordance with the terms of the Master Indenture and related Supplemental Indenture. Amounts on deposit in the Proceeds Subaccount shall be used as set forth in the Master Indenture and related Supplemental Indenture. The Proceeds Subaccount and the subaccount of the Costs of Issuance Fund are deemed to be the "borrowed money fund" for the Notes for purposes of Section 67.10(3), Wisconsin Statutes.

The Note shall be used solely for the purposes for which borrowed (or for the payment of the principal of and/or interest on the Notes). Note Proceeds may be temporarily invested in legal investments until needed.

7. **Arbitrage Covenant.** The Note Proceeds shall be used solely for the purposes for which borrowed (or for the payment of the principal of and/or interest on the Notes). Note Proceeds may be temporarily invested in legal investments until needed, provided, however, that the District hereby covenants and agrees that so long as the Notes remain outstanding, the Note Proceeds will not be used or

invested in a manner which would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable income tax regulations promulgated thereunder (the "Regulations").

The District Clerk, or other officer of the District charged with the responsibility for issuing the Notes, shall provide the appropriate certificate of the District, for inclusion in the transcript of proceedings, setting forth the reasonable expectations of the District regarding the amount and use of the Note Proceeds and the facts and estimates on which such expectations are based, all as of the date of delivery and payment for the Notes (the "Closing").

8. **Additional Tax Covenants.** The District hereby further covenants and agrees that it will take all necessary steps and perform all obligations required by the Code and the Regulations (whether prior to or subsequent to the Closing) to assure that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excludable from gross income for federal income tax purposes, throughout their term. The District Clerk or other officer of the District charged with the responsibility for issuing the Notes, shall provide an appropriate certificate of the District, for inclusion in the transcript of proceedings, as of the date of the Closing certifying that it can and covenanting that it will comply with the provisions of the Code and the Regulations. Such certificate shall set forth certain facts regarding the use of the Note Proceeds to establish that the Notes will not constitute "private activity bonds" as defined in Section 141 of the Code and state other facts necessary to establish that the Notes are obligations described in Section 103(a) of the Code, the interest on which is excludable from gross income for federal income tax purposes.

If the District does not qualify for any exemption from the rebate requirements of the Code, the District hereby covenants and agrees that there shall be paid from time to time all amounts to be rebated to the United States pursuant to Section 148(f) of the Code and any applicable Regulations.

It is the intent of the District to take all reasonable and lawful actions to comply with any new tax laws enacted so that the Notes will continue to be obligations described in Section 103(a) of the Code, the interest on which is excludable from gross income for federal income tax purposes.

9. **Irrepealable Tax; Segregated Fund; Compliance With Revenue Limits.** The Notes shall not be issued until the tax for operating and maintaining the schools operated by the District for the current school year has been voted to be collected on the next tax roll. So long as the Notes, or interest thereon, remain unpaid, the aforesaid tax for operation and maintenance of the District (including the amount budgeted to pay interest on the Notes) shall be and continues to be irrepealable. The District shall segregate in a special fund (hereinafter called the "Debt Service Fund"), tax monies and other available revenues received for operation and maintenance of the District sufficient to pay the principal of and interest on the Notes, at the times and in the amounts provided in the Approving Certificate. The Debt Service Fund shall be used for the sole purpose of paying the principal of and interest on the Notes. Any accrued interest received at the time of delivery of any Notes shall be paid over to the Debt Service Fund. If there shall be insufficient sums in the Debt Service Fund to meet such payments, the District shall promptly pay the same when due from other monies available in or attributable to the current school year. This covenant specifically includes monies (for example, deferred tax and state aid payments) attributable to the current school year which are not received prior to the end of the current school year. The District complies with and covenants to continue to comply with the revenue limits set forth in Sections 121.91 and 121.92, Wisconsin Statutes.

10. **Impoundment Date.** The District agrees to the establishment and maintenance of the Payment Account as a special fund of the District related to the Notes (the "Payment Account") by the Trustee under the Master Indenture as the responsible agent to maintain such fund until the payment of the principal of the Notes and the interest thereon. Prior to the maturity of each Note, on a date set forth in the Supplemental Indenture (the "Impoundment Date"), the District agrees to cause to be deposited directly in a subaccount of the Payment Account relating to each series of Notes an amount sufficient to pay all of the principal of and interest due with respect to each Note at maturity. The Administrative Agent, on behalf of the District, is authorized to approve the determination of the Impoundment Date.

In the event that on the Impoundment Date the District has not received sufficient unrestricted revenues to permit the deposit into the Payment Account of the full amount due, then the amount of any deficiency shall be satisfied and made up from any other monies of the District lawfully available for the payment of the principal of the series of Notes and the interest thereon, as and when such other monies are received or are otherwise legally available, in the following order of priority: *first*, to satisfy any deficiency attributable to the first series of Notes issued; and *second*, to satisfy any deficiency attributable to the second series of Notes issued, if any. As used in this Resolution, the term "unrestricted revenues" shall mean all taxes, state aids, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts, and other monies, intended as receipts for the general fund of the District attributable to the current school year and which are generally available for the payment of current expenses and other obligations of the District.

11. **Execution of the Notes; Authentication; Appointment of Acting Officers.** The Notes shall be executed on behalf of the District by the District President and District Clerk, or others authorized under Section 120.05, Wisconsin Statutes and herein to sign on their behalf, sealed with its official or corporate seal, if any, and delivered to the Trustee upon payment to the District of the purchase price thereof, plus any accrued interest to the Closing. Either or both of the signatures of the officers may be imprinted on the Notes in lieu of the manual signature of such officer, so long as the Trustee authenticates the Notes. In the event that any of the officers whose signatures appear on the Notes shall cease to be such officers before the delivery of the Notes, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery. In accordance with Section 120.05(3), Wisconsin Statutes, the School Board hereby appoints any one of its members to discharge the duties of the District Clerk as Acting District Clerk in connection with the issuance of the Notes in the event the District Clerk is unable to discharge such duties due to disability or absence.

12. **Trustee.** Pursuant to the Approving Certificate, the Financial Officer or the District Officer shall appoint the Trustee that will serve as trustee under the Master Indenture and each Supplemental Indenture and as fiscal agent, paying agent, registrar, and authenticating agent for the Notes.

The District directs and authorizes the payment by the Trustee of the interest on and principal of any and all Notes when such become due and payable, from the Payment Account held by the Trustee in the name of the District in the manner set forth in the Master Indenture. The District hereby covenants to deposit funds in such account and fund subaccount, as applicable, at the time and in the amount specified herein to provide sufficient monies to pay the principal of and interest on any and all Notes on the day or days on which they mature. Payment of any and all Notes shall be in accordance with the terms of the applicable series of Notes and this Resolution.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees, and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Master Indenture and any Supplemental Indenture, including but not limited to, costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

13. **Representations and Covenants; Events of Default.** The District makes the representations and covenants set forth in the Master Indenture. The District acknowledges, approves, and confirms the Events of Default and the remedies therefore as described in the Master Indenture.

14. **Deposit of Notes; Registration and Transfer.** The Notes shall be issued and deposited with the Trustee and shall be registered and transferred as provided in the Master Indenture.

15. **Sale of Participations.** Each Series of Participations shall be sold to the Underwriter, in accordance with the terms of the note purchase agreement relating to the series of Notes that underlie said Series of Participations.

16. **Official Statement.** The District authorizes and approves the use of District information pertinent to the Program, as provided by the District to the Administrative Agent, the Underwriter and any disclosure counsel, in each offering document prepared by the Administrative Agent and distributed by the Underwriter in connection with the sale and issuance of each Series of Participations. The Financial Officer or District Officer are hereby authorized to approve the Preliminary Official Statement with respect to the Participations and deem the Preliminary Official Statement "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by the Financial Officer and/or Business Officer or other officers of the District in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the delivery of the Notes, the appropriate District official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The District Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Underwriter.

17. **Undertaking to Provide Continuing Disclosure.** If required under the Rule, this Section constitutes the written undertaking required by the Rule. If required under the Rule, this undertaking is intended for the benefit of the holders of the Notes and shall be enforceable by the Trustee on behalf of such holders (provided that the holders' and Trustee's right to enforce the provisions of this undertaking shall be limited to a right to obtain specific performance of the District's obligations hereunder and any failure by the District to comply with the provisions of this undertaking shall not be an event of default with respect to the Notes). Capitalized terms used in this Section and not otherwise defined in this Resolution shall have the meanings assigned such terms in Appendix C-1.

If required under the Rule, the District undertakes to provide Material Event Notices as provided in this Section. If a Material Event occurs while any Notes are outstanding, the District shall provide or cause to be provided a Material Event Notice in a timely manner not in excess of 10 business days to the MSRB through the Electronic Municipal Market Access System available at www.emma.msrb.org in an electronic format prescribed by the MSRB. Each Material Event Notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Participations. Unless otherwise required by law and

subject to technical and economic feasibility, the District shall employ such methods of information transmission as shall be requested or recommended by the designated recipients of the District's information.

The District's continuing obligation hereunder to provide Material Event Notices shall terminate immediately once the Notes no longer are outstanding. This Section, or any provision hereof, shall be null and void in the event that the District delivers to the MSRB an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this Section, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Notes. This Section may be amended without the consent of the Noteholders, but only upon the delivery by the District to the MSRB of the proposed amendment and an opinion of nationally recognized bond counsel to the effect that such amendment, and giving effect thereto, will not adversely affect the compliance of this Section and by the District with the Rule.

18. **Approval of Actions; Administrative Agent.** All actions previously taken by the officers and agents of the District or this School Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed, and ratified. The officers and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things, take any and all actions, and execute any and all certificates, agreements, and other documents which any of them may deem necessary or advisable to consummate the lawful issuance and delivery of the Notes, or the related transactions, in accordance with this Resolution.

The District hereby authorizes, approves, and directs the Administrative Agent to do any and all things, take any and all actions, and execute any and all certificates, agreements, or other Program documents on behalf of the District as may be directed under the Master Indenture, a Supplemental Indenture, or any other Program documents.

19. **Conflicting Resolutions; Severability; Effective Date.** All prior resolutions, rules or other actions of the School Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted by a recorded roll call vote of ____ ayes and ____ nays on September 11, 2017.

By: _____
District President

[SEAL]

And: _____
District Clerk