

**CAMDENTON R-III SCHOOL DISTRICT
MINUTES OF BOARD OF EDUCATION MEETING**

**Regular Meeting – Board Room, Administration Office
January 9, 2017 – 5:30 p.m.**

Present:					
Chris C. McElyea	President	Dr. Tim Hadfield	Superintendent	Tara Poole	Student Advisor
Nancy Masterson	Vice-President	Dr. Ryan Neal	Asst. Supt.	Drew Ellefsen	Student Advisor
		Dr. Julie Dill	Asst. Supt.		
Jackie Schulte	Member				
Tom Williams	Member	Linda Leu	Secretary		
Courtney R. Hulett	Member				
Laura Davis	Member				
Absent:					
Selynn Barbour	Treasurer				

I. CALL TO ORDER & RECITE PLEDGE OF ALLEGIANCE

The Camdenton R-III Board of Education met in Regular Session in the Board Room of the Administration Office on Monday, January 9, 2017. The meeting was called to order by President McElyea at 5:30 p.m. The pledge of allegiance was recited.

II. APPROVAL OF AGENDA

Regular Meeting – January 9, 2017
Strategic Plan Goal Area – Stakeholder Engagement

Motion: Move to approve the agenda of the regular January 9, 2017, meeting as presented.
Schulte/Masterson - all ayes.

III. CLASSIFIED EMPLOYEE OF THE MONTH & STUDENT AND STAFF RECOGNITIONS

There was no Classified Employee of the Month this time.

Student and staff recognitions included:

- Drew Ellefsen was welcomed as the new Student Advisor to the Board of Education.
- The State Board has granted Camdenton R-III as accredited under MSIP 5.
- Students from Melissa Hollingsworth's class recently visited an elderly facility.
- Kylie Becker and Cameron Koons are Coca Cola scholarship finalists.
- Melinda Whitney and staff for organizing an exceptional Job Fair.
- Lucinda Varner for her presentation at the Mo. Association of Elementary School Principals, *The Story of a First Year Principal*.

Strategic Plan Goal Area – Stakeholder Engagement

No motion necessary.

IV. PUBLIC COMMENT

There was no public comment.
Strategic Plan Goal Area - Stakeholder Engagement

V. NEW BUSINESS

A. REFUNDING OF GENERAL OBLIGATION BONDS SERIES 2007

Dick Bartow, from George K. Baum and Company, presented information related to the proposed refunding opportunity. Estimated savings was \$895,000.

Strategic Plan Goal Area – Stakeholder Engagement

Motion: Move to approve a resolution authorizing the issuance of General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2017, of Camdenton Reorganized School District No. R-3 of Camden County, Missouri; prescribing the form and details of said bonds; providing for the levy and collection of an annual tax for the purpose of paying the principal of and interest on said

bonds as they become due; and authorizing certain other documents and actions in connection therewith.

Masterson/Schulte – all ayes.

VI. CONSENT ITEMS

- A. Approve Minutes and Documentation of Regular Meeting – December 12, 2016
Strategic Plan Goal Area - Stakeholder Engagement
- B. Approve Excellence in Education Nominations
Strategic Plan Goal Area – College & Career-Ready Curriculum

Building	Recipient
Dogwood Elementary	Melissa Hollingsworth, Melissa Robison, Kathy Groves, Rebecca Oakes
Hawthorn Elementary	Vickie Vest
Oak Ridge Intermediate	Mendy Smith
Middle School	Stephanie Secosh
High School	Melinda Whitney
LCTC	Shelly Bonds
Osage Beach Elementary	Erin Kaminski
Hurricane Deck Elementary	Deanna Martin

- C. Approve New Courses
Information was presented regarding proposed new High School Science Department course offerings for next school year and following years. Board approval was sought for these courses.
Strategic Plan Goal Area – College & Career-Ready Curriculum
- D. Approve FY18 Enhancement Grant & 50/50 Requests
Each year DESE publishes the Application for Vocational Enhancement Grant dollars to enhance and benefit career and technical education programs. Programs that qualify for Enhancement Grant dollars are deemed to be in high-demand, and high-wage. Programs that do not qualify for Enhancement Grants can be submitted through 50/50 monies.
Strategic Plan Goal Area – College & Career-Ready Curriculum
- E. Approve Budget Amendments
Recommended budget amendments were presented.
Strategic Plan Goal Area – Stakeholder Engagement
- F. Approve Pharmacy Benefit Management Contract
Wallstreet, our independent benefits advisor, has reviewed and revised our current Pharmacy Benefit Management contract. They have worked to improve the terms and pricing of our contract. A brief Power Point regarding this change along with the savings realized were presented. The Board was asked for their approval of the contract. Savings are realized through lower administrative fees, discounts, and rebates. Average savings is anticipated to be 10-15%.
Strategic Plan Goal Area – Stakeholder Engagement

Motion: Move to approve consent items as presented.
Schulte/Davis - all ayes.

VII. APPROVAL OF BILLS

Strategic Plan Goal Area – Stakeholder Engagement

Motion: Move to approve all bills and addendums as submitted, excluding bills from Phillips, McElyea, Carpenter & Welch, PC.
Williams/Hulett – all ayes.

Motion: Move to approve the bill from Phillips, McElyea, Carpenter & Welch, PC as presented.

Masterson/Schulte - all ayes; McElyea abstained, nepotism.

VIII. APPROVAL OF TREASURER'S REPORT

Strategic Plan Goal Area - Stakeholder Engagement

Motion: Move to approve the December 2016 Treasurer's Report as submitted.

Masterson/Hulett - all ayes.

IX. NEW BUSINESS (Continued)

B. FOOD SERVICES PRESENTATION

Dawn Matthews, Food Service Director, presented the annual Food Services report and balanced scorecard.

Strategic Plan Goal Area – Stakeholder Engagement

No motion necessary.

C. 2017-2018 DRAFT SCHOOL CALENDARS

Multiple calendar options have been presented to the District Leadership Team and the Salary and Benefit Committee. These were reviewed by the Board.

Strategic Plan Goal Area – Stakeholder Engagement

No motion necessary.

X. UNFINISHED BUSINESS

A. i-READY UPDATE

Dr. Dill presented i-Ready information related to the administration of the second diagnostic testing session.

Strategic Plan Goal Area – College & Career-Ready

No motion necessary.

B. UPDATE ON FACILITY UPGRADES

The board received information related to the possible scoreboard replacement at Bob Shore Stadium. A meeting with invited sponsors is scheduled for January 12th.

Strategic Plan Goal Area – Facility Effectiveness

No motion necessary.

C. STRATEGIC PLAN UPDATE

Dr. Hadfield provided strategic plan updates.

Strategic Plan Goal Area – College & Career-Ready, Facility Effectiveness & Stakeholder Engagement

No motion necessary.

XI. BOARD WRAP-UP

This is an opportunity for the Board to report on upcoming meetings, meetings attended, registrations, and deadlines. The following items were discussed:

- Board Activity Calendar
- Staff Survey
- Board Section of Newsletter
- January Special Board Meeting – January 24, 2017, 7:00 a.m.
- February Board Meeting tentative report: Personnel Needs
- MSBA Legislative Forum – February 14, 2017. Registration will be submitted February 3, 2017.

Strategic Plan Goal Area – Stakeholder Engagement

No motion necessary.

XII. EXECUTIVE SESSION

In compliance with State Statute 610.021 (closed meetings and closed records), move that the Board go into Executive Session for the following purposes:

- 1) Leasing, purchase or sale of real estate by a public governmental body (610.021)(2).
- 2) Hiring, firing, disciplining, or promoting particular employees (610.021)(3).
- 3) Individually identifiable personnel records, performance ratings, or records pertaining to employees (610.021)(13).

Strategic Plan Goal Area – Stakeholder Engagement, Facility Effectiveness and College & Career-Ready Curriculum

Motion: Move to adjourn to Executive Session.

Masterson/Hulett - Roll call vote: Masterson – aye, Schulte – aye, McElyea – aye, Davis – aye, Williams – aye, and Hulett – aye.

XIII. ADJOURN MEETING

Motion: Move that the meeting adjourn.

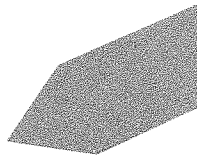
Schulte/Hulett - all ayes.

Meeting adjourned at 8:44 p.m.

Chris C. McElyea - President of the Board

Linda Leu – Secretary of the Board

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Camdenton Reorganized School District No. R-3

of Camden County, Missouri

General Obligation Refunding Bonds

Series 2007

Debt Service To Maturity And To Call

Date	Refunded Bonds	D/S To Call	Principal	Coupon	Interest	Refunded D/S	Fiscal Total
02/01/2017	-	-	-	-	-	-	-
03/01/2017	9,000,000.00	9,000,000.00	-	-	-	-	-
09/01/2017	-	-	-	-	180,000.00	180,000.00	-
03/01/2018	-	-	-	-	180,000.00	180,000.00	360,000.00
09/01/2018	-	-	-	-	180,000.00	180,000.00	-
03/01/2019	-	-	-	-	180,000.00	180,000.00	360,000.00
09/01/2019	-	-	-	-	180,000.00	180,000.00	-
03/01/2020	-	-	-	-	180,000.00	180,000.00	360,000.00
09/01/2020	-	-	-	-	180,000.00	180,000.00	-
03/01/2021	-	-	-	-	180,000.00	180,000.00	360,000.00
09/01/2021	-	-	-	-	180,000.00	180,000.00	-
03/01/2022	-	-	2,500,000.00	4.000%	180,000.00	2,680,000.00	2,860,000.00
09/01/2022	-	-	-	-	130,000.00	130,000.00	-
03/01/2023	-	-	3,000,000.00	4.000%	130,000.00	3,130,000.00	3,260,000.00
09/01/2023	-	-	-	-	70,000.00	70,000.00	-
03/01/2024	-	-	3,500,000.00	4.000%	70,000.00	3,570,000.00	3,640,000.00
Total	\$9,000,000.00	\$9,000,000.00	\$9,000,000.00	-	\$2,200,000.00	\$11,200,000.00	-

Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	2/01/2017
Average Life	6.194 Years
Average Coupon	4.000000%
Weighted Average Maturity (Par Basis)	6.194 Years
Weighted Average Maturity (Original Price Basis)	6.194 Years

Refunding Bond Information

Refunding Dated Date	2/01/2017
Refunding Delivery Date	2/01/2017

Camdenton Reorganized School District No. R-3

of Camden County, Missouri

General Obligation Refunding Bonds

Series 2017

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2017	-	-	-	-	-
09/01/2017	-	-	152,075.00	152,075.00	-
03/01/2018	-	-	130,350.00	130,350.00	282,425.00
09/01/2018	-	-	130,350.00	130,350.00	-
03/01/2019	-	-	130,350.00	130,350.00	260,700.00
09/01/2019	-	-	130,350.00	130,350.00	-
03/01/2020	-	-	130,350.00	130,350.00	260,700.00
09/01/2020	-	-	130,350.00	130,350.00	-
03/01/2021	-	-	130,350.00	130,350.00	260,700.00
09/01/2021	-	-	130,350.00	130,350.00	-
03/01/2022	2,425,000.00	3.000%	130,350.00	2,555,350.00	2,685,700.00
09/01/2022	-	-	93,975.00	93,975.00	-
03/01/2023	2,900,000.00	3.000%	93,975.00	2,993,975.00	3,087,950.00
09/01/2023	-	-	50,475.00	50,475.00	-
03/01/2024	3,365,000.00	3.000%	50,475.00	3,415,475.00	3,465,950.00
Total	\$8,690,000.00	-	\$1,614,125.00	\$10,304,125.00	-

Yield Statistics

Bond Year Dollars	\$53,804.17
Average Life	6.192 Years
Average Coupon	3.000000%
Net Interest Cost (NIC)	2.3359327%
True Interest Cost (TIC)	2.2830289%
Bond Yield for Arbitrage Purposes	2.0197672%
All Inclusive Cost (AIC)	2.3740236%

IRS Form 8038

Net Interest Cost	2.1389134%
Weighted Average Maturity	6.190 Years

Camdenton Reorganized School District No. R-3

of Camden County, Missouri

General Obligation Refunding Bonds

Series 2017

Pricing Summary

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Dollar Price
03/01/2022	Serial Coupon	3.000%	1.950%	2,425,000.00	105.057%	-	-	-	2,547,632.25
03/01/2023	Serial Coupon	3.000%	2.020%	2,900,000.00	104.710% c	2.169%	03/01/2022	100.000%	3,036,590.00
03/01/2024	Serial Coupon	3.000%	2.070%	3,365,000.00	104.464% c	2.313%	03/01/2022	100.000%	3,515,213.60
Total	-	-	-	\$8,690,000.00	-	-	-	-	\$9,099,435.85

Bid Information

Par Amount of Bonds	\$8,690,000.00
Reoffering Premium or (Discount)	409,435.85
Gross Production	\$9,099,435.85
Total Underwriter's Discount (0.600%)	\$(52,140.00)
Bid (104.112%)	9,047,295.85
Total Purchase Price	\$9,047,295.85
Bond Year Dollars	\$53,804.17
Average Life	6.192 Years
Average Coupon	3.0000000%
Net Interest Cost (NIC)	2.3359327%
True Interest Cost (TIC)	2.2830289%

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Camdenton Reorganized School District No. R-3

of Camden County, Missouri
General Obligation Refunding Bonds
Series 2017

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
03/01/2017	-	-	-	-
03/01/2018	282,425.00	282,425.00	360,000.00	77,575.00
03/01/2019	260,700.00	260,700.00	360,000.00	99,300.00
03/01/2020	260,700.00	260,700.00	360,000.00	99,300.00
03/01/2021	260,700.00	260,700.00	360,000.00	99,300.00
03/01/2022	2,685,700.00	2,685,700.00	2,860,000.00	174,300.00
03/01/2023	3,087,950.00	3,087,950.00	3,260,000.00	172,050.00
03/01/2024	3,465,950.00	3,465,950.00	3,640,000.00	174,050.00
Total	\$10,304,125.00	\$10,304,125.00	\$11,200,000.00	\$895,875.00

PV Analysis Summary (Net to Net)

Net FV Cashflow Savings	895,875.00
Gross PV Debt Service Savings	819,160.38
Net PV Cashflow Savings @ 2.020%(Bond Yield)	819,160.38
Contingency or Rounding Amount	995.85
Net Future Value Benefit	\$896,870.85
Net Present Value Benefit	\$820,156.23
Net PV Benefit / \$9,000,000 Refunded Principal	9.113%
Net PV Benefit / \$8,690,000 Refunding Principal	9.438%

Refunding Bond Information

Refunding Dated Date	2/01/2017
Refunding Delivery Date	2/01/2017

	01/06	01/05	01/04	01/03		12/30	12/29	12/28	12/27	12/23
2018	0.97	0.97	0.97	0.98	2017	0.97	0.97	0.97	0.97	0.97
2019	1.17	1.18	1.21	1.23	2018	1.21	1.21	1.22	1.22	1.22
2020	1.39	1.42	1.45	1.47	2019	1.46	1.46	1.47	1.47	1.47
2021	1.54	1.57	1.61	1.63	2020	1.63	1.63	1.64	1.64	1.64
2022 1.95	1.70	1.72	1.77	1.79	2021	1.79	1.79	1.81	1.81	1.81
2023 2.02	1.82	1.82	1.88	1.90	2022 <u>2.15</u>	1.90	1.90	1.93	1.94	1.94
2024 2.07	1.94	1.94	2.00	2.02	2023 <u>2.23</u>	2.02	2.03	2.06	2.08	2.08
2025	2.04	2.04	2.10	2.12	2024 <u>2.25</u>	2.12	2.14	2.17	2.19	2.19
2026	2.15	2.15	2.21	2.23	2025	2.22	2.24	2.27	2.29	2.29
2027	2.24	2.24	2.30	2.32	2026	2.31	2.33	2.36	2.39	2.39
2028	2.33	2.32	2.37	2.39	2027	2.38	2.40	2.43	2.46	2.46
2029	2.40	2.39	2.44	2.46	2028	2.45	2.47	2.50	2.53	2.53
2030	2.49	2.48	2.53	2.55	2029	2.51	2.53	2.56	2.59	2.59
2031	2.57	2.56	2.61	2.63	2030	2.57	2.59	2.62	2.65	2.65
2032	2.63	2.62	2.67	2.69	2031	2.63	2.65	2.68	2.71	2.71
2033	2.69	2.68	2.73	2.69	2032	2.69	2.71	2.74	2.77	2.77
2034	2.75	2.74	2.79	2.75	2035	2.75	2.77	2.80	2.83	2.83
2035	2.80	2.79	2.84	2.81	2036	2.81	2.83	2.86	2.89	2.89
2036	2.84	2.83	2.87	2.90	2037	2.87	2.88	2.91	2.94	2.94
2037	2.87	2.86	2.90	2.93	2038	2.90	2.91	2.94	2.97	2.97
2044	2.97	2.96	3.00	3.02	2043	2.99	3.00	3.03	3.06	3.06
2047	3.00	2.99	3.03	3.05	2048	3.04	3.05	3.08	3.11	3.11
Spread 1 to 30 Yr.										
20 to 30 Yr,										
Bid Lists	89/336	104/897	112/670	99/516	61/250	86/813	107/1124	95/1003	71/725	
30 DAY VIS	16943	16382	13255	10086		9419	8787	7761	6385	
\$ Price 10-yr.	96.34	96.981	96.167	96.03	96.121	95.855	95.574	95.134	95.328	
2.00 11/15/26	2.42	2.345	2.44	2.456	2.445	2.476	2.509	2.561	2.538	
tsy future	151.25	152-16	150-22	150-18	150-26	149-29	149-23	148-18	148-04	
AAA/% of libor 10 year	97.8	100.9	100	100.4	98.7	97.9	98.3	97.2	98.4	
20 year	115.3	117.7	115.5	116.3	111.13	111.9	112.2	110.8	112.1	

Camdenton Reorganized School District No. R-3

of Camden County, Missouri

General Obligation Refunding Bonds

Series 2017

Sources & Uses

Dated 02/01/2017 | Delivered 02/01/2017

Sources Of Funds

Par Amount of Bonds	\$8,690,000.00
Reoffering Premium	409,435.85
Total Sources	\$9,099,435.85

Uses Of Funds

Deposit to Current Refunding Fund	9,000,000.00
Total Underwriter's Discount (0.600%)	52,140.00
Costs of Issuance	46,300.00
Rounding Amount	995.85
Total Uses	\$9,099,435.85

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Camdenton Reorganized School District No. R-3

of Camden County, Missouri

General Obligation Refunding Bonds

Series 2017

Detail Costs Of Issuance

Dated 02/01/2017 | Delivered 02/01/2017

COSTS OF ISSUANCE DETAIL

Bond Counsel	\$36,500.00
Paying Agent	\$400.00
Rating Agency Fee	\$8,400.00
State Auditor Fee	\$1,000.00
TOTAL	\$46,300.00

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Series 2017 final | SINGLE PURPOSE | 1/9/2017 | 10:41 AM

George K. Baum & Company
Public Finance (BH)

EXCERPT OF MINUTES OF MEETING

The Board of Education of Camdenon Reorganized School District No. R-3 of Camden County, Missouri, met in regular session at the Administration Office Board Room, 172 Dare Boulevard, Camdenon, Missouri, on January 9, 2017, at 5:30 P.M., and the following officials were present or absent as indicated:

Present/Absent

- Christopher C. McElyea, President and Member
- Nancy A. Masterson, Vice President and Member
- Selynn Barbour, Treasurer Member
- Jackie Schulte, Member
- Laura Davis, Member
- Tom Williams, Member
- Courtney Hulett, Member
- Linda Leu, Secretary of the Board of Education

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The President of the Board of Education declared that a quorum was present and called the meeting to order.

*** (Other Proceedings) ***

The matter of authorizing an issue of General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2017, came on for consideration and was discussed.

Member Nancy Masterson introduced a Resolution entitled as follows:

A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS (MISSOURI DIRECT DEPOSIT PROGRAM), SERIES 2017, OF CAMDENON REORGANIZED SCHOOL DISTRICT NO. R-3 OF CAMDEN COUNTY, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

On motion duly made and seconded for the passage of the foregoing Resolution, said Resolution was considered and discussed and the question was put to a roll call vote, the vote thereon being as follows:

Aye: McElyea, Masterson, Schulte, Davis,
Williams + Hulett

Nay: _____

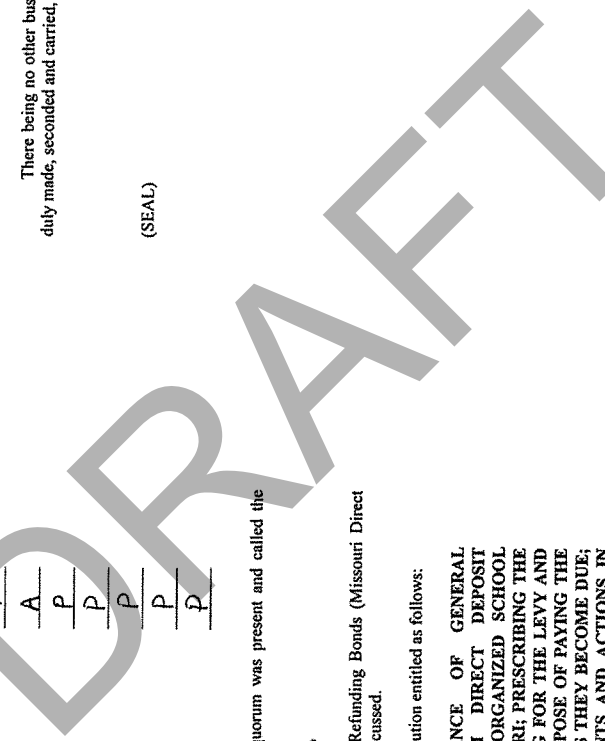
Thereupon, the President of the Board of Education declared that said Resolution had been duly passed and said Resolution was then signed by the President of the Board of Education and attested by the Secretary of the Board of Education.

*** (Other Proceedings) ***

There being no other business to come before the Board of Education at this time, upon motion duly made, seconded and carried, the meeting thereupon was adjourned.

(SEAL)

Christina Schulte
 Secretary of the Board of Education



\$8,690,000
CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3
OF CAMDEN COUNTY, MISSOURI
GENERAL OBLIGATION REFUNDING BONDS
(MISSOURI/DIRECT DEPOSIT PROGRAM)
SERIES 2017

January 9, 2017

BOND PURCHASE AGREEMENT

Board of Education
Camdenton Reorganized School District No. R-3 of Camden County, Missouri
Camdenton, Missouri

Ladies and Gentlemen:

On the basis of the representations, warranties and covenants and upon the terms and conditions contained in this Bond Purchase Agreement, George K. Baum & Company (the "Purchaser") hereby offers to purchase \$8,690,000 General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2017 (the "Bonds"), to be issued by the Camdenton Reorganized School District No. R-3 of Camden County, Missouri (the "District") under and pursuant to a resolution adopted by the Board of Education of the District on January 9, 2017 (the "Resolution"). Capitalized terms used herein shall have the meanings set forth in the Resolution unless some other meaning is plainly indicated.

This offer is made subject to acceptance of this Bond Purchase Agreement by the Board of Education of the District on or before 11:59 p.m., Central Time, on January 9, 2017.

SECTION 1. DISTRICT'S REPRESENTATIONS AND WARRANTIES

By acceptance hereof, the District hereby represents and warrants to the Purchaser that:

- (a) The District is a political subdivision and seven-director school district organized and existing under the laws of the State of Missouri.
- (b) The District has complied with all provisions of the Constitution and the laws of the State of Missouri and has full power and authority to consummate all transactions contemplated by the Resolution and this Bond Purchase Agreement, and all other agreements relating thereto.
- (c) The District has duly authorized by all necessary action to be taken by the District (1) the adoption and performance of the Resolution, (2) the execution, delivery and performance of this Bond Purchase Agreement, (3) the approval of the Official Statement (defined herein), (4) the execution of a Continuing Disclosure Undertaking (the "Disclosure Undertaking"), (5) the execution of a Federal Tax Certificate dated as of the date of delivery of the Bonds (the "Federal Tax Certificate"), (6) the execution and performance of the Direct Deposit Agreement, (7) the execution and performance of any and all such other agreements and documents as may be required to be executed, delivered and performed by the District in order to carry out, give effect to and consummate the transactions contemplated by the Resolution and this

Bond Purchase Agreement, and (8) the carrying out, giving effect to and consummation of the transactions contemplated by the Resolution and this Bond Purchase Agreement. The Resolution and executed counterparts of all such agreements and documents specified herein will be delivered to the Purchaser by the District at the Closing Time (as defined below).

(d) The Resolution, this Bond Purchase Agreement, the Direct Deposit Agreement, the Federal Tax Certificate and the Disclosure Undertaking (collectively, the "Transaction Documents"), when executed and delivered by the District, will be the legal, valid and binding obligations of the District enforceable in accordance with their terms, except to the extent that enforcement thereof may be limited by any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the District and further subject to the availability of equitable remedies.

(e) The Bonds have been duly authorized by the District, and when issued, delivered and paid for as provided for herein and in the Resolution, will have been duly executed, authenticated, issued and delivered and will constitute valid and binding obligations of the District enforceable in accordance with their terms and entitled to the benefits and security of the Resolution (subject to any applicable bankruptcy, reorganization, insolvency, moratorium or other law or laws affecting the enforcement of creditors' rights generally or against entities such as the District and further subject to the availability of equitable remedies). The Bonds will be general obligations of the District payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the District. The full faith, credit and resources of the District are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

(f) The execution and delivery of the Transaction Documents and the Bonds and compliance with the provisions thereof, will not conflict with or constitute on the part of the District a violation or breach of, or a default under, any existing law, regulation, court or administrative decree or order, or any agreement, resolution, mortgage, lease or other instrument to which it is subject or by which it is or may be bound.

(g) The District is not, or with the giving of notice or lapse of time or both would not be, in violation of or in default under any indenture, mortgage, deed of trust, loan agreement, bonds or other agreement or instrument to which the District is a party or by which it is or may be bound, except for violations and defaults which individually and in the aggregate are not material to the District and will not be material to the holders of the Bonds. As of the Closing Time, no event will have occurred and be continuing which with the lapse of time or the giving of notice, or both, would constitute an event of default under the Transaction Documents or the Bonds.

(h) The information contained in the Preliminary Official Statement dated January 4, 2017, as amended and supplemented by the Official Statement dated January 9, 2017, and in any amendment or supplement thereto that may be authorized for use by the District with respect to the Bonds (collectively, the "Official Statement"), relating to (1) the organization, operations, and financial and other affairs of the District, (2) the financial statements referred to in subsection (f) hereof, (3) application by the District of the proceeds to be received by it from the sale of the Bonds, and (4) the District's participation in the transactions contemplated by the Transaction Documents, is, and as of the Closing Time will be, true, correct and complete in all material respects and does not omit and will not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

(i) For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"), promulgated under the Securities Exchange Act of 1934, as amended (the "1934 Act"), the District hereby deems the information regarding the District contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), such as offering prices, interest rates, selling compensation, aggregate principal amount, principal amount per maturity, delivery dates, ratings, identity of the underwriters and other terms of the Bonds depending on such matters.

(j) The financial statements of the District for the fiscal year ended June 30, 2016, audited by Graves and Associates, CPA's, LLC, and contained in the Official Statement in Appendix B attached thereto, except as noted therein, present fairly and accurately the financial condition of the District as of the dates indicated and the results of its operations for the periods specified.

(k) The District has not, since June 30, 2016, incurred any material liabilities and there has been no material adverse change in the condition of the District, financial or otherwise, other than as set forth in the Official Statement.

(l) There is no action, suit, proceeding, inquiry or investigation at law or in equity or threatened against or affecting the District (or, to its knowledge, any basis therefor) wherein an unfavorable decision, ruling or finding would adversely affect the transactions contemplated hereby or by the Resolution or the validity of the Bonds, the Transaction Documents or any agreement or instrument to which the District is a party and which is used or contemplated for use in the consummation of the transactions contemplated hereby or by the Resolution.

Any certificate signed by any of the authorized officials of the District and delivered to the Purchaser in connection with the Closing shall be deemed a representation and warranty by the District to the Purchaser as to the statements made therein.

SECTION 2. COVENANTS AND AGREEMENTS OF THE DISTRICT

The District covenants and agrees with the Purchaser for the time period specified, and if no period is specified, for so long as any of the Bonds remain outstanding, as follows:

(a) To cooperate with the Purchaser and its counsel in any reasonable endeavor to qualify the Bonds for offering and sale under the securities or "Blue Sky" laws of such jurisdictions of the United States as the Purchaser may reasonably request; provided that nothing contained herein shall require the District to file written consents to suit or written consents to service of process in any jurisdiction in which such consent may be required by law or regulation so that the Bonds may be offered or sold. The District consents to the use of drafts of the Preliminary Official Statement, the Preliminary Official Statement and drafts of the Official Statement prior to the availability of the Official Statement by the Purchaser in obtaining such qualification. The Purchaser shall pay all expenses and costs (including legal, registration and filing fees) incurred in connection therewith.

(b) If, prior to the earlier of (i) 90 days after the "end of the underwriting period" (as defined in Rule 15c2-12 under the 1934 Act) or (ii) the time when the Official Statement is available to any person from a nationally recognized municipal securities information repository, but in no case earlier than 25 days after the end of the underwriting period, any event shall occur relating to or affecting the District as a result of which it is necessary to amend or supplement the Official Statement in order to make the statements therein, in the light of the circumstances

existing when the Official Statement is delivered to a purchaser, not materially misleading, or the Official Statement is required to be amended or supplemented to comply with law, the District shall promptly prepare and furnish, at the expense of the District, to the Purchaser and to the dealers (whose names and addresses the Purchaser will furnish to the District) to which Bonds may have been sold by the Purchaser and to any other dealers upon request, such amendments or supplements to the Official Statement as may be necessary so that the statements in the Official Statement as so amended or supplemented will not, in the light of the circumstances existing when the Official Statement is delivered to a purchaser of the Bonds, be misleading or so that the Official Statement will comply with law.

(c) Within seven business days after the date of this Bond Purchase Agreement or within sufficient time to accompany any confirmation that requests payment from any customer of the Purchaser, whichever is earlier, the District shall provide to the Purchaser sufficient copies of the Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) under the 1934 Act, and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

(d) From the date hereof until the Closing Time, the District shall furnish the Purchaser with a copy of any proposed amendment or supplement to the Official Statement for review and shall not use any such proposed amendment or supplement to which the Purchaser reasonably objects.

(e) The proceeds of the Bonds will be used as provided in the Resolution for the purpose of (1) refunding \$9,000,000 principal amount of General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2007, and (2) paying costs related to the issuance of the Bonds.

(f) The Resolution will require the District to execute the Disclosure Undertaking in order to provide annual financial information and event notices to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access system in the manner and to the extent required by Rule 15c2-12 under the 1934 Act (the "Rule"), and in a manner and to the extent described in Appendix C to the Preliminary Official Statement.

(g) The District has entered into similar undertakings with respect to its outstanding bonds and obligations pursuant to the Rule. The District's prior compliance with such undertakings is set forth in the Official Statement under the caption "MISCELLANEOUS - Continuing Disclosure."

SECTION 3. PURCHASE, SALE AND DELIVERY OF THE BONDS

On the basis of the representations, warranties, covenants and agreements contained herein and in the other agreements and documents referred to herein, and subject to the terms and conditions herein set forth, at the Closing Time the Purchaser agrees to purchase from the District and the District agrees to sell to the Purchaser at a purchase price of \$9,047,295.85 (consisting of the original principal amount of the Bonds, plus an original issue premium of \$409,435.85, less an underwriting discount of \$52,140.00).

The Bonds will be issued under and secured as provided in the Resolution, will have the maturities and interest rates and will be subject to redemption all as set forth on Schedule 1 attached hereto.

The Purchaser intends to make an initial bona fide public offering of all of the Bonds at the prices set forth in Schedule 1 attached hereto; provided, however, that the Purchaser may subsequently change such offering price or prices. The Purchaser agrees to notify the District of such changes, if such changes

occur prior to Closing, but failure to so notify shall not invalidate such changes. The Purchaser may offer and sell the Bonds to certain dealers (including dealers depositing Bonds into investment trusts) at prices lower than the principal amount thereof.

Payment for the Bonds shall be made by federal wire transfer, or certified or official bank check or draft in immediately available federal funds payable to the order of the District for the account of the District, at the offices of Gilmore & Bell, P.C., 2405 Grand Boulevard, Suite 1100, Kansas City, Missouri, at 10:00 a.m., local time, on February 1, 2017, or such other place, time or date as shall be mutually agreed upon by the District and the Purchaser. Upon such payment, the Bonds shall be delivered and released upon the instructions of the Purchaser to The Depository Trust Company, New York, New York. The date of such delivery and payment is herein called the "Closing Date," and the hour and date of such delivery and payment is herein called the "Closing Time."

The Bonds will be delivered in registered form as a single manuscript bond for each maturity (in such denominations as the Purchaser shall specify in writing at least 48 hours prior to the Closing Time) duly executed and authenticated and bearing CUSIP numbers (provided neither the printing of a wrong number on any Bond nor the failure to print a number thereon shall constitute cause to refuse delivery of any Bond). The Bonds will be registered in the name of Cede & Co., as nominee of DTC under DTC's book-entry-only system, will be delivered to the Paying Agent and held pursuant to DTC's Fast Automated Securities Transfer (FAST) procedures, and will be made available to the Purchaser at least 24 hours prior to the Closing Time for inspection upon delivery to the Paying Agent or at such other place as may be agreed upon by the District and the Purchaser.

SECTION 4. USE OF OFFICIAL STATEMENT

The District hereby ratifies and confirms the Purchaser's use of the Preliminary Official Statement; and the District authorizes, and will make available, the Official Statement for the use by the Purchaser in connection with the sale of the Bonds.

SECTION 5. CONDITIONS TO THE PURCHASER'S OBLIGATIONS

The Purchaser's obligations hereunder shall be subject to the due performance by the District of its obligations and agreements to be performed hereunder at or prior to the Closing Time and to the accuracy and completeness of the District's representations and warranties contained herein, as of the date hereof and as of the Closing Time, and are also subject to the following conditions:

(a) The Bonds and the Resolution shall have been duly authorized, executed and delivered in the form heretofore approved by the Purchaser with only such changes therein as shall be mutually agreed upon by the Purchaser and the District.

(b) At the Closing Time, the Purchaser shall receive:

(1) The opinion, in form and substance satisfactory to the Purchaser, dated as of the Closing Date, of Gilmore & Bell, P.C., Bond Counsel, relating to the valid authorization and issuance of the Bonds, the due authorization and adoption of the Resolution by the Board of Education of the District and the exemption of interest on the Bonds from federal income taxation and from income taxation by the State of Missouri;

(2) Executed copies of the Transaction Documents and the Bonds, together with a certificate dated the Closing Date to the effect that the Resolution has not been modified, amended or repealed;

(3) A certificate of the District, satisfactory in form and substance to the Purchaser, dated as of the Closing Date;

(4) A completed Form 8028-G (Information Return for Tax-Exempt Governmental Obligations) relating to the Bonds;

(5) Evidence that the Bonds are rated "AA+" (Program Rating) and "AA-" (Underlying Rating) by Standard & Poor's based on the creditworthiness of the District; and

(6) Such additional certificates, legal and other documents, listed on a closing agenda to be approved by Bond Counsel and the Purchaser, as the Purchaser may reasonably request to evidence performance or compliance with the provisions hereof and the transactions contemplated hereby and by the Resolution, or as Bond Counsel shall require in order to render its opinion, all such certificates and other documents to be satisfactory in form and substance to the Purchaser.

SECTION 6. CONDITIONS TO THE DISTRICT'S OBLIGATIONS

The obligations of the District hereunder are subject to the Purchaser's performance of its obligations hereunder.

SECTION 7. THE PURCHASER'S RIGHT TO CANCEL

The Purchaser shall have the right to cancel its obligations hereunder to purchase the Bonds by notifying the District in writing or by telegram of its election to make such cancellation prior to the Closing Time, if at any time prior to the Closing Time:

(a) The Preliminary Official Statement deemed by the District to be "final" pursuant to Section 1(f) is thereafter amended or supplemented in a manner that may, in the reasonable judgment of the Purchaser, have a material adverse effect on the marketability of the Bonds.

(b) A committee of the House of Representatives or the Senate of the Congress of the United States shall have pending before it legislation which, if enacted in its form as introduced or as amended, would have the purpose or effect of imposing federal income taxation upon interest received on obligations of the general character of the Bonds, or the Bonds, which, in the Purchaser's opinion, materially adversely affects the market price of the Bonds;

(c) A tentative decision with respect to legislation shall be reached by a committee of the House of Representatives or the Senate of the Congress of the United States, or legislation shall be favorably reported by such a committee or be introduced, by amendment or otherwise, in or be passed by the House of Representatives or the Senate, or be recommended to the Congress of the United States for passage by the President of the United States, or be enacted by the Congress of the United States, or a decision by a court established under Article III of the Constitution of the United States or the Tax Court of the United States shall be rendered, or a ruling, regulation or order of the Treasury Department of the United States or the Internal Revenue Service shall be made or proposed having the purpose or effect of imposing federal income taxation, or any other event shall have occurred which results in the imposition of federal income taxation, upon interest received on obligations of the general character of the Bonds, or the Bonds, which, in the Purchaser's opinion, materially and adversely affects the market price of the Bonds;

(d) Any legislation, ordinance, rule or regulation shall be introduced in or be enacted by the General Assembly of the State of Missouri or by any other governmental body, department or agency of the State of Missouri, or a decision by any court of competent jurisdiction within the State of Missouri shall be rendered which, in the Purchaser's opinion, materially and adversely affects the market price of the Bonds, or litigation challenging the law under which the Bonds are to be issued shall be filed in any court in the State of Missouri;

(e) A stop order, ruling, regulation or official statement by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction of the subject matter shall be issued or made to the effect that the issuance, offering or sale of obligations of the general character of the Bonds, or the issuance, offering or sale of the Bonds, including all underlying obligations, as contemplated hereby or by the Official Statement, is in violation or would be in violation of any provision of the Securities Act of 1933, as amended (the "1933 Act"), the 1934 Act or the Trust Indenture Act of 1939, as amended;

(f) Legislation shall be enacted by the Congress of the United States of America, or a decision by a court of the United States of America shall be rendered, to the effect that obligations of the general character of the Bonds, or the Bonds, including all the underlying obligations, are not exempt from registration under or from other requirements of the 1933 Act or the 1934 Act;

(g) Any event shall have occurred, or information become known, which, in the Purchaser's opinion, makes untrue in any material respect any statement or information contained in the Preliminary Official Statement as originally circulated, or has the effect that the Preliminary Official Statement as originally circulated contains an untrue statement of a material fact or omits to state a material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(h) Additional material restrictions not in force as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange;

(i) The New York Stock Exchange or any other national securities exchange, or any governmental authority, shall impose, as to the Bonds or obligations of the general character of the Bonds, any material restrictions not now in force, or increase materially those now in force, with respect to the extension of credit by, or the charge to the net capital requirements of, the Purchaser;

(j) Any general banking moratorium shall have been established by federal, New York or Missouri authorities;

(k) A material default has occurred with respect to the obligations of, or proceedings have been instituted under the Federal bankruptcy laws or any similar state laws by or against, any state of the United States or any city located in the United States having a population in excess of one million persons or any entity issuing obligations on behalf of such a city or state which, in the Purchaser's opinion, materially adversely affects the market price of the Bonds;

(l) Any proceeding shall be pending or threatened by the Securities and Exchange Commission against the District;

(m) A war involving the United States shall have been declared, or any conflict involving the armed forces of the United States shall have escalated, or any other national emergency relating to the effective operation of government or the financial community shall

have occurred, which, in the Purchaser's opinion, materially adversely affects the market price of the Bonds, the Purchaser hereby acknowledging that there is no escalation of hostilities or national emergency or crisis of such a character as of the date hereof; or

(n) Any event, including without limitation an actual or imminent default or moratorium in respect of payment of any United States Treasury bills, bonds or notes, which, in the Purchaser's opinion, materially adversely affects the market price of the Bonds, Purchaser acknowledging that no such event exists as of the date hereof.

SECTION 8. THE DISTRICT'S RIGHT TO CANCEL

The District shall have the right to cancel its obligations hereunder (and such cancellation shall not constitute a default for purposes of Section 9 hereof) by notifying the Purchaser in writing of its election to make such cancellation prior to the Closing Time, if at any time between the date of this Bond Purchase Agreement and the Closing Time (1) legislation is enacted or for the first time be actively considered for enactment by the Congress, or recommended to the Congress for passage by any committee of such House to which such legislation has been referred for consideration, or (2) a decision by a Federal court of the United States or the United States Tax Court is rendered, or a ruling or regulation by or on behalf of the Treasury Department of the United States Tax Court is rendered, or a ruling or regulation by or on behalf of the Treasury Department of the United States, the Internal Revenue Service or other governmental agency is made with respect to Federal interest subsidy payments to the District on the Bonds, or (3) other action or events has occurred or transpired, any of which has the purpose or effect, directly or indirectly, of materially adversely affecting the Federal income tax consequences (including any Federal interest subsidy payments to the District) of the Bonds.

At the request of the District, the Purchaser will provide information explaining the factual basis for the Purchaser's issue price representations in the Underwriter's Receipt for Bonds and Closing Certificate. This agreement to provide information will continue to apply after the Closing Date, but only if the District requests the information in connection with an audit or inquiry by the United States Internal Revenue Service or the United States Security and Exchange Commission or unless the information is required to be retained by the District pursuant to future regulation or similar guidance.

SECTION 9. PAYMENT OF EXPENSES

Whether or not the Bonds are sold by the District to the Purchaser (unless such sale be prevented at the Closing Time by the Purchaser's default), the Purchaser shall be under no obligation to pay any expenses incident to the performance of the obligations of the District hereunder. If the Bonds are sold by the District to the Purchaser, all expenses and costs to effect the authorization, preparation, issuance, delivery and sale of the Bonds (including, without limitation, the fees and disbursements of Gilmore & Bell, P.C., as Bond Counsel and as disclosure counsel, the fees and disbursements of the Purchaser in connection with the offering and sale of the Bonds, rating agency fees, paying agency fees, State Auditor's registration fee, printing, photocopying, execution and delivery of the Bonds, the Official Statement, the Transaction Documents and all other agreements and documents contemplated hereby) shall be paid by the District out of the proceeds of the Bonds. If the Bonds are not sold by the District to the Purchaser (unless such sale be prevented at the Closing Time by the Purchaser's default), all such expenses and costs shall be paid by the District.

SECTION 10. NOTICE

Any notice or other communication to be given under this Bond Purchase Agreement may be given by mailing or delivering the same in writing to the applicable person, as follows:

(a) If to the District:

Camdenton Reorganized School District No. R-3
of Camden County, Missouri
172 Dare Boulevard
P.O. Box 1409
Camdenton, MO 65020
Attention: Superintendent of Schools

(b) If to the Underwriter:

George K. Baum & Company
Plaza Colonnade
4801 Main Street, Suite 500
Kansas City, MO 64112-2006
Attention: Municipal Finance

SECTION 11. APPLICABLE LAW; NONASSIGNABILITY

This Bond Purchase Agreement shall be governed by the laws of the State of Missouri. This Bond Purchase Agreement shall not be assigned.

SECTION 12. EXECUTION OF COUNTERPARTS; ELECTRONIC TRANSACTIONS

This Bond Purchase Agreement may be executed in several counterparts, each of which shall be regarded as an original and all of which shall constitute one and the same document. The parties agree that the transaction described herein may be conducted and related documents may be sent, received and stored by electronic means.

SECTION 13. RIGHTS HEREUNDER

This Bond Purchase Agreement is made for the benefit of the District and the Purchaser and no other person including any purchaser of the Bonds shall acquire or have any rights hereunder or by virtue hereof.

SECTION 14 EFFECTIVE DATE


This Bond Purchase Agreement shall become effective upon acceptance hereof by the District. Upon your acceptance of the offer, the foregoing agreement will be binding upon you and the Purchaser. Please acknowledge your agreement with the foregoing by executing the enclosed copy of this Bond Purchase Agreement prior to the date and time specified on page 1 hereof and returning it to the undersigned.

Very truly yours,

GEORGE K. BAUM & COMPANY

By:

Title:



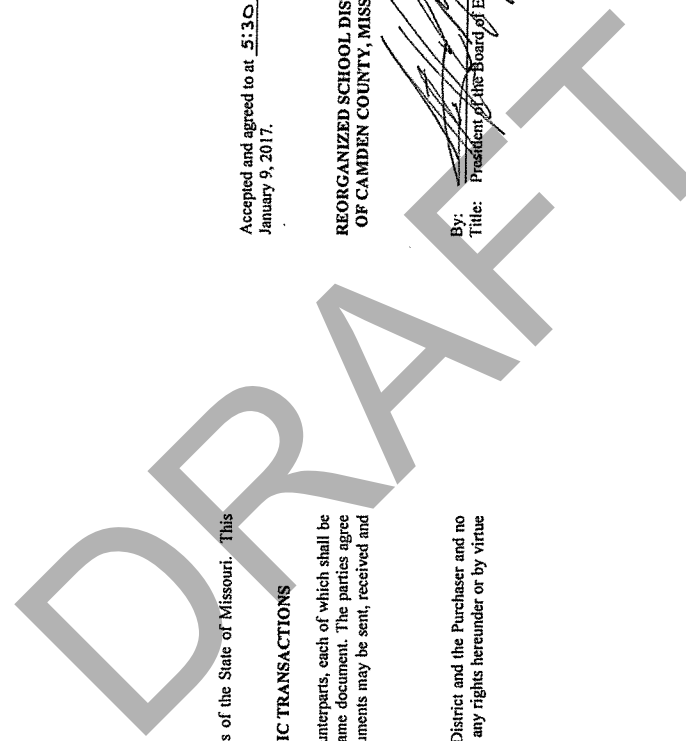
Accepted and agreed to at 5:30 p.m. on
January 9, 2017.

REORGANIZED SCHOOL DISTRICT NO. 3
OF CAMDEN COUNTY, MISSOURI

By:

Title: President of the Board of Education





**SCHEDULE 1
TERMS OF THE BONDS**

\$8,690,000
**CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3
 OF CAMDEN COUNTY, MISSOURI
 GENERAL OBLIGATION REFUNDING BONDS
 (MISSOURI DIRECT DEPOSIT PROGRAM)
 SERIES 2017**

SERIAL BONDS

Maturity	Type of Bond	Coupon	Yield	Maturity Value	Price	YTM	Call Date	Call Price	Call Price
03/01/2022	Serial Coupon	3.000%	1.950%	2,425,000.00	105.057%	-	-	-	2,547,632.25
03/01/2023	Serial Coupon	3.000%	2.020%	2,900,000.00	104.710%	c 2.169%	03/01/2022	100.000%	3,036,590.00
03/01/2024	Serial Coupon	3.000%	2.070%	3,365,000.00	104.464%	c 2.313%	03/01/2022	100.000%	3,515,213.60
Total				8,690,000.00					\$9,099,435.85

Redemption of Bonds

At the option of the District, Bonds maturing on March 1, 2023, and March 1, 2024, may be called for redemption and payment prior to their Stated Maturity on March 1, 2022, and at and time thereafter in whole or in part in such amounts for each Stated Maturity as determined by the District at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

* * *

RESOLUTION
OF
CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3
OF CAMDEN COUNTY, MISSOURI

PASSED
JANUARY 9, 2017

AUTHORIZING
GENERAL OBLIGATION REFUNDING BONDS
(MISSOURI DIRECT DEPOSIT PROGRAM)
SERIES 2017

401037.60023

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A RESOLUTION AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS (MISSOURI DIRECT DEPOSIT PROGRAM), SERIES 2017, OF CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3 OF CAMDEN COUNTY, MISSOURI; PRESCRIBING THE FORM AND DETAILS OF SAID BONDS; PROVIDING FOR THE LEVY AND COLLECTION OF AN ANNUAL TAX FOR THE PURPOSE OF PAYING THE PRINCIPAL OF AND INTEREST ON SAID BONDS AS THEY BECOME DUE; AND AUTHORIZING CERTAIN OTHER DOCUMENTS AND ACTIONS IN CONNECTION THEREWITH.

WHEREAS, Camdenton Reorganized School District No. R-3 of Camden County, Missouri (the "District"), is a reorganized school district and political subdivision of the State of Missouri, duly created, organized and existing under and by virtue of the Constitution and laws of the State of Missouri; and

WHEREAS, the District is authorized under the provisions of Article VI, Section 28 of the Constitution of Missouri, 1945, as amended, and Section 108.140, RSMo (the "Refunding Bond Law"), to refund, extend and unify the whole or any part of its valid general obligation indebtedness; and

WHEREAS, the District has heretofore issued and has outstanding, among others, the following series of general obligation bonds:

Series of Bonds	Dated	Amount Issued	Amount Outstanding
General Obligation Refunding Bonds, Series 2007	December 1, 2007	\$9,000,000	\$9,000,000

WHEREAS, the District hereby finds and determines that it is in the best interests of the District and its inhabitants to refund all of the bonds described above, said refunded Series 2007 Bonds being more fully described in the Certificate of Final Terms attached hereto as Exhibit B and being hereinafter referred to as the "Refunded Bonds;" and

WHEREAS, the Refunding Bond Law authorizes the issuance of general obligation refunding bonds in an amount not to exceed the principal amount of the Refunded Bonds and the accrued interest thereon to the date of the refunding bonds, which Maximum Allowable Refunding Amount is shown in the Certificate of Final Terms attached hereto as Exhibit B; and

WHEREAS, the Refunding Bond Law provides that refunding bonds shall bear interest at not to exceed the same rate as the refunded bonds, and under the terms of this Resolution, the interest rate on the Bonds herein authorized is less than the interest rate on the Refunded Bonds; and

WHEREAS, arrangements have been made for the sale of the bonds so authorized, and it is hereby found and determined that it is necessary and advisable and in the best interest of the District and its inhabitants at this time to authorize the issuance and delivery of the District's bonds for the purposes aforesaid;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF EDUCATION OF CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3 OF CAMDEN COUNTY, MISSOURI, AS FOLLOWS:

ARTICLE I
DEFINITIONS

Section 101. Definitions of Words and Terms. In addition to words and terms defined elsewhere herein, the following words and terms as used in this Resolution shall have the following meanings:

"Bond Counsel" means Gilmore & Bell, P.C., Kansas City, Missouri, or any other attorneys or firm of attorneys with a nationally recognized standing in the field of municipal bond financing selected by the District.

"Bond Payment Date" means any date on which principal of or interest on any Bond is payable.

"Bond Purchase Agreement" means the Bond Purchase Agreement between the District and the Purchaser in substantially the form attached hereto as Exhibit C.

"Bond Register" means the books for the registration, transfer and exchange of Bonds kept at the office of the Paying Agent.

"Bondowner," "Owner" or "Registered Owner" when used with respect to any Bond means the Person in whose name such Bond is registered on the Bond Register.

"Bonds" means the General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2017, in the Original Principal Amount authorized in Section 201 and specified in the Certificate of Final Terms attached hereto as Exhibit B, authorized and issued by the District pursuant to this Resolution.

"Business Day" means a day, other than a Saturday, Sunday or holiday, on which the Paying Agent is scheduled in the normal course of its operations to be open to the public for conduct of its banking operations.

"Cede & Co." means Cede & Co., as nominee name of The Depository Trust Company, New York, New York, and any successor nominee with respect to the Bonds.

"Certificate of Final Terms" means the Certificate of Final Terms attached hereto as Exhibit B.

"Code" means the Internal Revenue Code of 1986, as amended, and the applicable regulations of the Treasury Department proposed or promulgated thereunder.

"Continuing Disclosure Undertaking" means the Continuing Disclosure Undertaking in substantially the form attached to this Resolution as Exhibit F.

"Dated Date" means the date of original issuance and delivery of the Bonds, as specified in the Certificate of Final Terms attached hereto as Exhibit B.

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"Original Principal Amount" means the Original Principal Amount of the Bonds authorized in Section 201 and specified in the Certificate of Final Terms attached hereto as Exhibit B.

"Outstanding" means, when used with reference to Bonds, as of any particular date of determination, all Bonds theretofore authenticated and delivered hereunder, except the following Bonds:

(a) Bonds theretofore cancelled by the Paying Agent or delivered to the Paying Agent for cancellation;

(b) Bonds deemed to be paid in accordance with the provisions of Section 701 hereof; and

(c) Bonds in exchange for or in lieu of which other Bonds have been authenticated and delivered hereunder.

"Participants" means those financial institutions for whom the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository, as such listing of Participants exists at the time of such reference.

"Paying Agent" means Commerce Bank, Kansas City, Missouri, and any successors or assigns.

"Permitted Investments" means any of the following securities, if and to the extent the same are at the time legal for investment of the moneys held in the funds and accounts listed in Section 501 hereof:

(a) United States Government Obligations;

(b) certificates of deposit or time deposits, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit or time deposits shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully secured by United States Government Obligations which shall have a market value, exclusive of accrued interest, at all times at least equal to the principal amount of such certificates of deposit or time deposits; and

(c) any other securities or investments that are lawful for the investment of moneys held in such funds or accounts under the laws of the State of Missouri.

"Person" means any natural person, corporation, partnership, joint venture, association, firm, joint-stock company, trust, unincorporated organization, or government or any agency or political subdivision thereof or other public body.

"Purchase Price" means the Purchase Price authorized in Section 210 and specified in the Certificate of Final Terms attached hereto as Exhibit B.

"Purchaser" means George K. Baum & Company, Kansas City, Missouri, the original purchaser of the Bonds.

"Record Date" for the interest payable on any Interest Payment Date means the 15th day (whether or not a Business Day) of the calendar month next preceding such Interest Payment Date.

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"Defaulted Interest" means interest on any Bond which is payable but not paid on any Interest Payment Date.

"Defeasance Obligations" means any of the following obligations:

(a) United States Government Obligations that are not subject to redemption in advance of their maturity dates.

(b) obligations of any state or political subdivision of any state, the interest on which is excluded from gross income for federal income tax purposes and which meet the following conditions:

(1) the obligations are (i) not subject to redemption prior to maturity or (ii) the trustee for such obligations has been given irrevocable instructions concerning their calling and redemption and the issuer of such obligations has covenanted not to redeem such obligations other than as set forth in such instructions;

(2) the obligations are secured by cash or United States Government Obligations that may be applied only to principal of, premium, if any, and interest payments on such obligations;

(3) such cash and the principal of and interest on such United States Government Obligations (plus any cash in the escrow fund) are sufficient to meet the liabilities of the obligations;

(4) such cash and United States Government Obligations serving as security for the obligations are held in an escrow fund by an escrow agent or a trustee irrevocably in trust;

(5) such cash and United States Government Obligations are not available to satisfy any other claims, including those against the trustee or escrow agent; and

(6) the obligations are rated in a rating category by Moody's or Standard & Poor's Ratings Group that is no lower than the rating category then assigned by that rating agency to United States Government Obligations.

(c) Cash.

"District" means Camden County Reorganized School District No. R-3 of Camden County, Missouri, and any successors or assigns.

"Federal Tax Certificate" means the District's Federal Tax Certificate relating to the Bonds, as the same may be amended or supplemented in accordance with the provisions thereof.

"Interest Payment Date" means the Stated Maturity of an installment of interest on any Bond.

"Maturity" when used with respect to any Bond means the date on which the principal of such Bond becomes due and payable as therein and herein provided, whether at the Stated Maturity thereof or by call for redemption or otherwise.

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"Redemption Date" when used with respect to any Bond to be redeemed means the date fixed for such redemption pursuant to the terms of this Resolution.

"Redemption Price" when used with respect to any Bond to be redeemed means the price at which such Bond is to be redeemed pursuant to the terms of this Resolution, including the applicable redemption premium, if any, but excluding installments of interest whose Stated Maturity is on or before the Redemption Date.

"Refunded Bonds" means the outstanding principal amount of the District's Series 2007 Bonds scheduled to mature on the dates and in the amounts more fully described in the Recitals to this Resolution and in the Certificate of Final Terms attached hereto as Exhibit B.

"Refunding Bond Law" means Article VI, Section 28 of the Constitution of Missouri, 1945, as amended, and Section 108.140, RSMo.

"Replacement Bonds" means Bonds issued to the beneficial owners of the Bonds in accordance with Section 211(b) hereof.

"Resolution" means this Resolution as from time to time amended in accordance with the terms hereof.

"Securities Depository" means, initially, The Depository Trust Company, New York, New York, and its successors and assigns.

"Series 2017 Debt Service Fund" means the fund by that name referred to in Section 501 hereof.

"Special Record Date" means the date fixed by the Paying Agent pursuant to Section 204 hereof for the payment of Defaulted Interest.

"State" means the State of Missouri.

"Stated Maturity" when used with respect to any Bond or any installment of interest thereon means the date specified in such Bond and this Resolution as the fixed date on which the principal of such Bond or such installment of interest is due and payable.

"United States Government Obligations" means bonds, notes, certificates of indebtedness, treasury bills or other securities constituting direct obligations of, or obligations the principal of and interest on which are fully and unconditionally guaranteed as to full and timely payment by, the United States of America, including evidences of a direct ownership interest in future interest or principal payments on obligations issued or guaranteed by the United States of America (including the interest component of obligations of the Resolution Funding Corporation), or securities which represent an undivided interest in such obligations, which obligations are rated in the highest rating category by a nationally recognized rating service and such obligations are held in a custodial account for the benefit of the District.

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ARTICLE II
AUTHORIZATION OF BONDS

Section 201. Authorization of Bonds. There shall be issued and hereby are authorized and directed to be issued the General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2017, of the District in the Original Principal Amount set forth in the Certificate of Final Terms attached as Exhibit B hereto (the "Bonds"), for the purpose of providing funds to pay the costs of refunding the Refunded Bonds and paying the costs of issuing the Bonds.

Section 202. Description of Bonds.

The Bonds shall consist of fully registered bonds without coupons, numbered from 1 upward in order of issuance, in denominations of \$5,000 or any integral multiple thereof. The Bonds, as originally issued or issued upon transfer, exchange or substitution, shall be substantially in the form set forth in Exhibit A attached hereto, and shall be subject to registration, transfer and exchange as provided in Section 205 hereof.

All of the Bonds shall be dated as of their Dated Date, shall become due in the amounts on the Stated Maturities of March 1 in the years, (subject to redemption prior to Stated Maturity as provided in Article III hereof), shall bear interest at the rates per annum, and shall be issued with such terms and provisions specified in the Certificate of Final Terms attached hereto as Exhibit B.

The Bonds shall bear interest (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on the dates set forth in the Certificate of Final Terms attached hereto as Exhibit B.

Section 203. Designation of Paying Agent. Commerce Bank, Kansas City, Missouri, is hereby designated as the District's paying agent for the payment of principal of and interest on the Bonds and as bond registrar with respect to the registration, transfer and exchange of Bonds (the "Paying Agent").

The District will at all times maintain a Paying Agent meeting the qualifications herein described for the performance of the duties hereunder. The District reserves the right to appoint a successor Paying Agent by (1) filing with the Paying Agent then performing such function a certified copy of the proceedings giving notice of the termination of such Paying Agent and appointing a successor, and (2) causing notice of the appointment of the successor Paying Agent to be given by first class mail to each Bondowner. The Paying Agent may resign upon giving written notice by first class mail to the District and the Bondowners not less than 60 days prior to the date such resignation is to take effect. No resignation or removal of the Paying Agent shall become effective until a successor has been appointed and has accepted the duties of Paying Agent.

Every Paying Agent appointed hereunder shall at all times be a commercial banking association or corporation or trust company located in the State of Missouri organized and in good standing and doing business under the laws of the United States of America or of the State of Missouri and subject to supervision or examination by federal or state regulatory authority.

Section 204. Method and Place of Payment of Bonds. The principal of or Redemption Price and interest on the Bonds shall be payable in any coin or currency of the United States of America that, on the respective dates of payment thereof, is legal tender for the payment of public and private debts.

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blanks. Any additional costs or fees that might be incurred in the secondary market, other than fees of the Paying Agent, are the responsibility of the Registered Owners of the Bonds. In the event any Registered Owner fails to provide a correct taxpayer identification number to the Paying Agent, the Paying Agent may make a charge against such Registered Owner sufficient to pay any governmental charge required to be paid as a result of such failure. In compliance with Section 3406 of the Code, such amount may be deducted by the Paying Agent from amounts otherwise payable to such Registered Owner hereunder or under the Bonds.

The District and the Paying Agent shall not be required (a) to register the transfer or exchange of any Bond after notice calling such bond or portion thereof for redemption has been mailed by the Paying Agent pursuant to Section 303 hereof and during the period of 15 days next preceding the date of mailing of such notice of redemption; or (b) to register the transfer or exchange of any Bond during a period beginning at the opening of business on the day after receiving written notice from the District of its intent to pay Defaulted Interest and ending at the close of business on the date fixed for the payment of Defaulted Interest pursuant to Section 204 hereof.

The District and the Paying Agent may deem and treat the Person in whose name any Bond is registered on the Bond Register as the absolute owner of such Bond, whether such Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal or Redemption Price of and interest on said Bond and for all other purposes. All payments so made to any such Registered Owner upon the Registered Owner's order shall be valid and effective to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

At reasonable times and under reasonable regulations established by the Paying Agent, the Bond Register may be inspected and copied by the Registered Owners of 10% or more in principal amount of the Bonds then Outstanding or any designated representative of such Registered Owners whose authority is evidenced to the satisfaction of the Paying Agent.

Section 206. Execution, Registration, Authentication and Delivery of Bonds. Each of the Bonds, including any Bonds issued in exchange or as substitutions for the Bonds initially delivered, shall be signed by the manual or facsimile signature of the President of the Board of Education and attested by the manual or facsimile signature of the Secretary of the Board of Education and shall have the official seal of the District affixed thereto or imprinted thereon. In case any officer whose signature appears on any Bond ceases to be such officer before the delivery of such Bond, such signature shall nevertheless be valid and sufficient for all purposes, as if such person had remained in office until delivery. Any Bond may be signed by such persons who at the actual time of the execution of such Bond are the proper officers to sign such Bond although at the date of such Bond such persons may not have been such officers.

The President of the Board of Education and Secretary of the Board of Education are hereby authorized and directed to prepare and execute the Bonds in the manner herein specified, and to cause the Bonds to be registered in the office of the State Auditor of Missouri as provided by law, and, when duly executed and registered, to deliver the Bonds to the Paying Agent for authentication.

The Bonds shall have endorsed thereon a certificate of authentication substantially in the form set forth in Exhibit A attached hereto, which shall be manually executed by an authorized signatory of the Paying Agent, but it shall not be necessary that the same signatory sign the certificate of authentication on all of the Bonds that may be issued hereunder at any one time. No Bond shall be entitled to any security or benefit under this Resolution or be valid or obligatory for any purpose unless and until such certificate

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The principal of or Redemption Price of each Bond shall be paid at Maturity by check or draft to the Person in whose name such Bond is registered on the Bond Register at the Maturity thereof, upon presentation and surrender of such Bond at the principal corporate trust office of the Paying Agent.

The interest payable on each Bond on any Interest Payment Date shall be paid to the Registered Owner of such Bond as shown on the Bond Register at the close of business on the Record Date for such interest by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or by electronic transfer to such Registered Owner.

Notwithstanding the foregoing provisions of this Section, any Defaulted Interest with respect to any Bond shall cease to be payable to the Registered Owner of such Bond on the relevant Record Date and shall be payable to the Registered Owner in whose name such Bond is registered at the close of business on the Special Record Date for the payment of such Defaulted Interest, which Special Record Date shall be fixed as hereinafter specified in this paragraph. The District shall notify the Paying Agent in writing of the amount of Defaulted Interest proposed to be paid on each Bond and the date of the proposed payment (which date shall be at least 30 days after receipt of such notice by the Paying Agent) and shall deposit with the Paying Agent at the time of such notice an amount of money equal to the aggregate amount proposed to be paid in respect of such Defaulted Interest or shall make arrangements satisfactory to the Paying Agent for such deposit prior to the date of the proposed payment. Following receipt of such funds the Paying Agent shall fix a Special Record Date for the payment of such Defaulted Interest which shall be not more than 15 nor less than 10 days prior to the date of the proposed payment. The Paying Agent shall promptly notify the District of such Special Record Date and, in the name and at the expense of the District, shall cause notice of the proposed payment of such Defaulted Interest and the Special Record Date therefor to be mailed, by first class mail, postage prepaid, to each Registered Owner of a Bond entitled to such notice at the address of such Registered Owner as it appears on the Bond Register not less than 10 days prior to such Special Record Date.

The Paying Agent shall keep a record of payment of principal and Redemption Price of and interest on all Bonds and shall upon the written request of the District at least annually shall forward a copy or summary of such records to the District.

Section 205. Registration, Transfer and Exchange of Bonds. The District covenants that, as long as any of the Bonds remain Outstanding, it will cause the Bond Register to be kept at the office of the Paying Agent as herein provided. Each Bond when issued shall be registered in the name of the owner thereof on the Bond Register.

Bonds may be transferred and exchanged only on the Bond Register as provided in this Section. Upon surrender of any Bond at the principal payment office of the Paying Agent, the Paying Agent shall transfer or exchange such Bond for a new Bond or Bonds in any authorized denomination of the same Stated Maturity and in the same aggregate principal amount as the Bond that was presented for transfer or exchange. Bonds presented for transfer or exchange shall be accompanied by a written instrument or instrument of transfer or authorization for exchange, in a form and with guarantee of signature satisfactory to the Paying Agent, duly executed by the Registered Owner thereof or by the Registered Owner's duly authorized agent.

In all cases in which the privilege of transferring or exchanging Bonds is exercised, the Paying Agent shall authenticate and deliver Bonds in accordance with the provisions of this Resolution. The District shall pay the fees and expenses of the Paying Agent for the registration, transfer and exchange of Bonds provided for by this Resolution and the cost of printing a reasonable supply of registered bond

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of authentication has been duly executed by the Paying Agent. Such executed certificate of authentication upon any Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under this Resolution. Upon authentication, the Paying Agent shall deliver the Bonds to or upon the order of the Purchaser upon payment of the Purchase Price to the District.

Section 207. Mutilated, Destroyed, Lost or Stolen Bonds. If (a) any mutilated Bond is surrendered to the Paying Agent or the Paying Agent receives evidence to its satisfaction of the destruction, loss or theft of any Bond, and (b) there is delivered to the District and the Paying Agent such security or indemnity as may be required by the Paying Agent, then, in the absence of notice to the District and the Paying Agent that such Bond has been acquired by a bona fide purchaser, the District shall execute and the Paying Agent shall authenticate and deliver, in exchange for or in lieu of any such mutilated, destroyed, lost or stolen Bond, a new Bond of the same Stated Maturity and of like tenor and principal amount.

If any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Paying Agent, in its discretion, may pay such Bond instead of delivering a new Bond.

Upon the issuance of any new Bond under this Section, the District or the Paying Agent may require the payment by the Registered Owner of a sum sufficient to cover any tax or other governmental charge that may be imposed in relation thereto and any other expenses (including the fees and expenses of the Paying Agent) connected therewith.

Every new Bond issued pursuant to this Section shall constitute a replacement of the prior obligation of the District, and shall be entitled to all the benefits of this Resolution equally and ratably with all other Outstanding Bonds.

Section 208. Cancellation and Destruction of Bonds Upon Payment. All Bonds that have been paid or redeemed or that otherwise have been surrendered to the Paying Agent, either at or before Maturity, shall be cancelled by the Paying Agent immediately upon the payment, redemption and surrender thereof to the Paying Agent and subsequently destroyed in accordance with the customary practices of the Paying Agent. The Paying Agent shall execute a certificate in duplicate describing the Bonds so cancelled and shall file an executed counterpart of such certificate with the District.

Section 209. Preliminary and Final Official Statement. The Preliminary Official Statement prepared for the Bonds attached hereto as Exhibit D, is hereby ratified and approved, and the final Official Statement is hereby authorized and approved by supplementing, amending and completing the Preliminary Official Statement, with such changes and additions thereto as are necessary to conform to and describe the transaction. The President of the Board of Education is hereby authorized to execute the final Official Statement as so supplemented, amended and completed, and the use and public distribution of the final Official Statement by the Purchaser in connection with the reoffering of the Bonds is hereby authorized. The proper officials of the District are hereby authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

For the purpose of enabling the Purchaser to comply with the requirements of Rule 15c2-12(b)(1) of the Securities and Exchange Commission, the District hereby deems the information regarding the District contained in the Preliminary Official Statement to be "final" as of its date, except for the omission of such information as is permitted by Rule 15c2-12(b)(1), and the appropriate officers of the District are hereby authorized, if requested, to provide the Purchaser a letter or certification to such effect and to take

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such other actions or execute such other documents as such officers in their reasonable judgment deem necessary to enable the Purchaser to comply with the requirement of such Rule.

The District agrees to provide to the Purchaser within seven business days of the date of the sale of Bonds sufficient copies of the final Official Statement to enable the Purchaser to comply with the requirements of Rule 15c2-12(b)(4) of the Securities and Exchange Commission and with the requirements of Rule G-32 of the Municipal Securities Rulemaking Board.

Section 210. Sale of Bonds. The President of the Board of Education is hereby authorized to enter into the Bond Purchase Agreement between the District and the Purchaser in substantially the form attached hereto as Exhibit C, under which the District agrees to sell the Bonds to the Purchaser at the Purchase Price set forth in the Certificate of Final Terms attached hereto as Exhibit B, upon the terms and conditions set forth therein and with such changes therein as shall be approved by the President of the Board of Education, which officer is hereby authorized to execute the Bond Purchase Agreement for and on behalf of the District, such officer's signature thereon being conclusive evidence of his or her approval thereof.

Section 211. Book-Entry Bonds; Securities Depository.

(a) The Bonds shall initially be registered to Cede & Co., the nominee for the Securities Depository, and no beneficial owner will receive certificates representing their respective interests in the Bonds, except in the event the Paying Agent issues Replacement Bonds as provided in subsection (b) hereof. It is anticipated that during the term of the Bonds, the Securities Depository will make book-entry transfers among its Participants and receive and transmit payment of principal of, premium, if any, and interest on, the Bonds to the Participants until and unless the Paying Agent authenticates and delivers Replacement Bonds to the beneficial owners as described in subsection (b).

(b) (1) If the District determines (A) that the Securities Depository is unable to properly discharge its responsibilities, or (B) that the Securities Depository is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, or (C) that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, or (2) if the Paying Agent receives written notice from Participants having interests in not less than 50% of the Bonds Outstanding, as shown on the records of the Securities Depository (and certified to such effect by the Securities Depository), that the continuation of a book-entry system to the exclusion of any Bonds being issued to any Owner other than Cede & Co. is no longer in the best interests of the beneficial owners of the Bonds, then the Paying Agent shall notify the Owners of such determination or such notice and of the availability of certificates to Owners requesting the same, and the Paying Agent shall register in the name of and authenticate and deliver Replacement Bonds to the beneficial owners or their nominees in principal amounts representing the interest of each, making such adjustments as it may find necessary or appropriate as to accrued interest and previous calls for redemption, provided, that in the case of a determination under (1)(A) or (1)(B) of this subsection (b), the District, with the consent of the Paying Agent, may select a successor securities depository in accordance with Section 211(c) hereof to effect book-entry transfers. In such event, all references to the Securities Depository herein shall relate to the period of time when at least one Bond is registered in the name of the Securities Depository or its nominee. Upon the issuance of Replacement Bonds, all references herein to obligations imposed upon or to be performed by the Securities Depository shall be deemed to be imposed upon and performed by the Paying Agent, to the extent applicable with respect to such Replacement Bonds. If the Securities Depository resigns and the District, the Paying Agent or Owners are unable to locate a qualified successor of the Securities Depository in accordance with Section 211(c) hereof, then the Paying Agent shall

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and the principal amount of Term Bonds of the same Stated Maturity to be redeemed by operation of the requirements of this Section shall be accordingly reduced. If the District intends to exercise any option granted by the provisions of clauses (1), (2) or (3) above, the District will, on or before the 45th day next preceding each mandatory Redemption Date, furnish the Paying Agent a written certificate indicating to what extent the provisions of said clauses (1), (2) and (3) are to be complied with with respect to such mandatory redemption payment.

Section 302. Selection of Bonds to Be Redeemed.

(a) The Paying Agent shall call Bonds for redemption and payment and shall give notice of such redemption as herein provided upon receipt by the Paying Agent at least 45 days prior to the Redemption Date of written instructions from the District specifying the principal amount, Stated Maturities, Redemption Date and Redemption Prices of the Bonds to be called for redemption. If the Bonds are refunded more than 90 days in advance of such Redemption Date, any escrow agreement entered into by the District in connection with such refunding shall provide that such written instructions to the Paying Agent shall be given by the escrow agent on behalf of the District not less than 45 days prior to the Redemption Date. The Paying Agent may in its discretion waive such notice period so long as the notice requirements set forth in Section 303 are met. The foregoing provisions of this paragraph shall not apply to the mandatory redemption of Term Bonds hereunder, and Term Bonds shall be called by the Paying Agent for redemption pursuant to such mandatory redemption requirements without the necessity of any action by the District and whether or not the Paying Agent shall hold in the Series 2017 Debt Service Fund moneys available and sufficient to effect the required redemption.

(b) Bonds shall be redeemed only in the principal amount of \$5,000 or any integral multiple thereof. When less than all of the Outstanding Bonds are to be redeemed, the District shall select the amounts of each Stated Maturity to be redeemed and the amounts of the Bonds redeemed to be allocated to each mandatory redemption obligation, if any. Bonds of less than a full Stated Maturity shall be selected by the Paying Agent in \$5,000 units of principal amount in such equitable manner as the Paying Agent may determine.

(c) In the case of a partial redemption of Bonds at the time outstanding in denominations greater than \$5,000, then for all purposes in connection with such redemption each \$5,000 of face value shall be treated as though it were a separate Bond of the denomination of \$5,000. If it is determined that one or more, but not all, of the \$5,000 units of face value represented by any Bond are selected for redemption, then upon notice of intention to redeem such \$5,000 unit or units, the Registered Owner of such Bond or the Registered Owner's duly authorized agent shall present and surrender such Bond to the Paying Agent (1) for payment of the Redemption Price and interest to the Redemption Date of such \$5,000 unit or units of face value called for redemption, and (2) for exchange, without charge to the Registered Owner thereof, for a new Bond or Bonds of the aggregate principal amount of the unredeemed portion of the principal amount of such Bond. If the Registered Owner of any such Bond fails to present such Bond to the Paying Agent for payment and exchange as aforesaid, such Bond shall, nevertheless, become due and payable on the redemption date to the extent of the \$5,000 unit or units of face value called for redemption (and to that extent only).

Section 303. Notice and Effect of Call for Redemption. Unless waived by any Registered Owner of Bonds to be redeemed, official notice of any redemption shall be given by the Paying Agent on behalf of the District by mailing a copy of an official redemption notice by first class mail at least 30 days prior to the Redemption Date to the State Auditor of Missouri, the Purchaser of the Bonds and each Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register.

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authenticate and cause delivery of Replacement Bonds to Owners, as provided herein. The Paying Agent may rely on information from the Securities Depository and its Participants as to the names of the beneficial owners of the Bonds, their addresses and principal amount held. The cost of printing, registration, authentication and delivery of Replacement Bonds shall be paid for by the District.

(c) In the event the Securities Depository resigns, is unable to properly discharge its responsibilities, or is no longer qualified to act as a securities depository and registered clearing agency under the Securities and Exchange Act of 1934, as amended, the District may appoint a successor Securities Depository provided the Paying Agent and the District receive written evidence with respect to the ability of the successor Securities Depository to discharge its responsibilities. Any such successor Securities Depository shall be a securities depository which is a registered clearing agency under the Securities and Exchange Act of 1934, as amended, or other applicable statute or regulation that operates a securities depository upon reasonable and customary terms. The Paying Agent upon its receipt of a Bond or Bonds for cancellation shall cause the delivery of Bonds to the successor Securities Depository in appropriate denominations and form as provided herein.

ARTICLE III

REDEMPTION OF BONDS

Section 301. Optional and Mandatory Redemption of Bonds.

(a) **Optional Redemption by District.** At the option of the District, certain Bonds or portions thereof may be called for redemption and payment prior to their Stated Maturity thereof on the dates and at the redemption prices specified in the Certificate of Final Terms attached hereto as Exhibit B.

(b) **Mandatory Redemption.** The Term Bonds, if any, specified in the Certificate of Final Terms attached hereto as Exhibit B shall be subject to mandatory redemption and payment prior to Stated Maturity on the dates and in the principal amounts specified in the Certificate of Final Terms attached hereto as Exhibit B at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest to the Redemption Date. The taxes levied in Article IV hereof which are to be deposited into the Series 2017 Debt Service Fund shall be sufficient to redeem, and the District shall redeem on March 1 in each year, the Term Bonds subject to mandatory redemption and payment prior to Stated Maturity.

At its option, to be exercised on or before the 45th day next preceding any mandatory Redemption Date, the District may: (1) deliver to the Paying Agent for cancellation Term Bonds subject to mandatory redemption on said mandatory Redemption Date, in any aggregate principal amount desired; or (2) furnish the Paying Agent funds, together with appropriate instructions, for the purpose of purchasing any Term Bonds subject to mandatory redemption on said mandatory Redemption Date from any Registered Owner thereof whereupon the Paying Agent shall expend such funds for such purpose to such extent as may be practical; or (3) receive a credit with respect to the mandatory redemption obligation of the District under this Section for any Term Bonds subject to mandatory redemption on said mandatory Redemption Date which, prior to such date, have been redeemed (other than through the operation of the mandatory redemption requirements of this subsection (b)) and cancelled by the Paying Agent and not theretofore applied as a credit against any redemption obligation under this subsection (b). Each Term Bond so delivered or previously purchased or redeemed shall be credited at 100% of the principal amount thereof on the obligation of the District to redeem Term Bonds of the same Stated Maturity on such mandatory Redemption Date, and any excess of such amount shall be credited on future mandatory redemption obligations for Term Bonds of the same Stated Maturity in chronological order.

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All official notices of redemption shall be dated and shall contain the following information:

- (a) the Redemption Date;
 - (b) the Redemption Price;
 - (c) if less than all Outstanding Bonds of a maturity are to be redeemed, the identification number, Stated Maturity, and, in the case of partial redemption of any Bonds, the respective principal amounts of the Bonds to be redeemed;
 - (d) a statement that on the Redemption Date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption and that interest thereon shall cease to accrue from and after the Redemption Date; and
 - (e) the place where such Bonds are to be surrendered for payment of the Redemption Price, which shall be the principal corporate trust office of the Paying Agent.
- The failure of any Registered Owner to receive notice given as heretofore provided or any defect therein shall not invalidate any redemption.

On or prior to any Redemption Date, the District shall deposit with the Paying Agent an amount of money sufficient to pay the Redemption Price of all the Bonds or portions of Bonds that are to be redeemed on that date.

Official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall become due and payable on the Redemption Date, at the Redemption Price therein specified, and from and after the Redemption Date (unless the District defaults in the payment of the Redemption Price) such Bonds or portion of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with such notice, the Redemption Price of such Bonds shall be paid by the Paying Agent. Installments of interest due on or prior to the Redemption Date shall be payable as herein provided for payment of interest. Upon surrender for any partial redemption of any Bond, there shall be prepared for the Registered Owner a new Bond or Bonds of the same Stated Maturity in the amount of the unpaid principal as provided herein. All Bonds that have been surrendered for redemption shall be cancelled and destroyed by the Paying Agent as provided herein and shall not be reissued.

The Paying Agent is also directed to comply with any mandatory standards established by the Securities and Exchange Commission and then in effect for processing redemptions of municipal securities. Failure to comply with such standards shall not affect or invalidate the redemption of any Bond.

For so long as the Securities Depository is effecting book-entry transfers of the Bonds, the Paying Agent shall provide the notices specified in this Section to the Securities Depository. It is expected that the Securities Depository shall, in turn, notify its Participants and that the Participants, in turn, will notify or cause to be notified the beneficial owners. Any failure on the part of the Securities Depository or a Participant, or failure on the part of a nominee of a beneficial owner of a Bond (having been mailed notice from the Paying Agent, the Securities Depository, a Participant or otherwise) to notify the beneficial owner of the Bond so affected, shall not affect the validity of the redemption of such Bond.

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ARTICLE IV

SECURITY FOR AND PAYMENT OF BONDS

Section 401. Security for the Bonds. The Bonds shall be general obligations of the District payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the District. The full faith, credit and resources of the District are hereby irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

Section 402. Levy and Collection of Annual Tax. For the purpose of providing for the payment of the principal of and interest on the Bonds as the same become due, there is hereby levied upon all the taxable tangible property within the District a direct annual tax sufficient to produce the amounts necessary for the payment of such principal and interest as the same becomes due and payable in each year.

The taxes referred to above shall be extended upon the tax rolls in each of the several years, respectively, and shall be levied and collected at the same time and in the same manner as the other ad valorem taxes of the District are levied and collected. The proceeds derived from said taxes shall be deposited in the Series 2017 Debt Service Fund, shall be kept separate and apart from all other funds of the District and shall be used solely, except as provided in Section 405 hereof, for the payment of the principal of and interest on the Bonds as and when the same become due, taking into account scheduled mandatory redemptions, and the fees and expenses of the Paying Agent.

If at any time said taxes are not collected in time to pay the principal of or interest on the Bonds when due, the Treasurer is hereby authorized and directed to pay said principal or interest out of the general funds of the District and to reimburse said general funds for money so expended when said taxes are collected.

Section 403. Direct Deposit Agreement. Pursuant to Chapter 360 of the Revised Statutes of Missouri (the "Deposit Law"), the District is hereby authorized to enter into the Direct Deposit Agreement (the "Deposit Agreement") among the District, the Health and Educational Facilities Authority of the State of Missouri ("MoHEFA"), the Department of Elementary and Secondary Education of the State of Missouri ("DESE"), the Treasurer of the State of Missouri ("State Treasurer") and the bank serving as Direct Deposit Trustee (the "Direct Deposit Trustee") pursuant to the Deposit Agreement, in substantially the form attached hereto as Exhibit E. Under the terms of the Deposit Agreement a certain portion of the District's state aid payments and distributions from the State of Missouri will be paid directly to the Direct Deposit Trustee to satisfy payments of principal and interest on the Bonds.

Section 404. Pledge of State Aid. The District hereby agrees that the state aid payments and distributions to be made by the State to the District pursuant to Sections 163.011 to 163.195, RSMo, and the distributions from the fair share fund to be made by the State to the District pursuant to Section 149.015, RSMo, are hereby pledged to payment of the Bonds and may be transferred pursuant to the Deposit Agreement to satisfy payments of principal and interest on the Bonds. To the extent any portion of such state aid payments and distributions to the District are not needed to make a required payment to the Direct Deposit Trustee under the Deposit Agreement such amounts shall continue to be transferred to the District.

Section 405. District to Withdraw from Debt Service Fund. Nothing herein or in the Deposit Agreement shall be construed to relieve the District of its obligation to levy a debt service levy sufficient to retire the Bonds. The District is authorized (a) to withdraw amounts from its Debt Service

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institutions located in the State of Missouri that are members of the Federal Deposit Insurance Corporation. All such deposits shall be continuously and adequately secured by the banks or financial institutions holding such deposits as provided by the laws of the State of Missouri. All moneys held in the funds created by this Resolution shall be kept separate and apart from all other funds of the District so that there shall be no commingling of such funds with any other funds of the District.

Moneys held in any fund referred to in this Resolution may be invested in Permitted Investments in accordance with this Resolution and the Federal Tax Certificate; provided, however, that no such investment shall be made for a period extending longer than to the date when the moneys invested may be needed for the purpose for which such fund was created. All earnings on any investments held in any fund shall accrue to and become a part of such fund.

Section 505. Payments Due on Saturdays, Sundays and Holidays. In any case where a Bond Payment Date is not a Business Day, then payment of principal, Redemption Price or interest need not be made on such Bond Payment Date but may be made on the next succeeding Business Day with the same force and effect as if made on such Bond Payment Date, and no interest shall accrue for the period after such Bond Payment Date.

Section 506. Nonpresentation of Bonds. If any Bond is not presented for payment when the principal thereof becomes due at Maturity, if funds sufficient to pay such Bond have been made available to the Paying Agent all liability of the District to the Registered Owner thereof for the payment of such Bond shall forthwith cease, determine and be completely discharged, and thereupon it shall be the duty of the Paying Agent to hold such funds, without liability for interest thereon, for the benefit of the Registered Owner of such Bond, who shall thereafter be restricted exclusively to such funds for any claim of whatever nature on his part under this Resolution or on, or with respect to, said Bond. If any Bond is not presented for payment within one year following the date when such Bond becomes due at Maturity, the Paying Agent shall repay to the District without liability for interest thereon the funds theretofore held by it for payment of such Bond, and such Bond shall, subject to the defense of any applicable statute of limitation, thereafter be an unsecured obligation of the District, and the Registered Owner thereof shall be entitled to look only to the District for payment, and then only to the extent of the amount so repaid to it by the Paying Agent, and the District shall not be liable for any interest thereon and shall not be regarded as a trustee of such money.

Section 507. Redemption of Refunded Bonds. The Refunded Bonds are hereby called for redemption and payment prior to maturity on the Redemption Date specified in the Certificate of Final Terms attached hereto as Exhibit B.

Said Refunded Bonds shall be redeemed at the office of the paying agent for such Refunded Bonds by the payment on the applicable redemption date of the principal thereof, together with any redemption premium and accrued interest thereon to the applicable redemption date. In accordance with the requirements of the Resolution of the District authorizing the Refunded Bonds, the President or Secretary of the Board of Education is hereby directed to cause notice of the call for redemption and payment of the Refunded Bonds described above to be given in the manner provided in said Resolution, and any such notice previously given is hereby ratified and confirmed. The officers of the District and the paying agent for the Refunded Bonds described above are hereby authorized and directed to take such other action as may be necessary in order to effect the redemption and payment of such Refunded Bonds as herein provided.

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Fund established pursuant to Section 165.011, RSMo, to the extent such amounts could have been used to make the payments made on its behalf by the State Treasurer to the Direct Deposit Trustee pursuant to the Deposit Agreement, and (b) to deposit such amounts so withdrawn from the Debt Service Fund into the other funds of the District in lieu of the state aid payments transferred to the Direct Deposit Trustee pursuant to the Deposit Agreement.

Section 406. Waiver of Bankruptcy Rights. The District hereby waives all powers, rights and privileges conferred upon it to institute any action authorized by any act of the Congress of the United States relating to bankruptcy on the part of the District.

ARTICLE V

ESTABLISHMENT OF FUNDS;
DEPOSIT AND APPLICATION OF MONEYS

Section 501. Establishment of Funds. There have been or shall be established in the treasury of the District and shall be held and administered by the Treasurer of the District the following separate funds:

- (a) Series 2017 Debt Service Fund, which shall be maintained as a separate account in the District's Debt Service Fund.
- (b) Series 2017 Costs of Issuance Fund.

Section 502. Deposit of Bond Proceeds and Other Moneys. The net proceeds received from the sale of the Bonds and certain other moneys of the District shall be deposited simultaneously with the delivery of the Bonds as set forth in the Certificate of Final Terms attached hereto as Exhibit B.

Section 503. Application of Moneys in Series 2017 Debt Service Fund. All amounts paid and credited to the Series 2017 Debt Service Fund shall be expended and used by the District for the sole purpose of paying the principal or Redemption Price of and interest on the Bonds as and when the same become due and the usual and customary fees and expenses of the Paying Agent. The Treasurer is authorized and directed to withdraw from the Series 2017 Debt Service Fund sums sufficient to pay both principal or Redemption Price of and interest on the Bonds and the fees and expenses of the Paying Agent as and when the same become due, and to forward such sums to the Paying Agent in a manner which ensures that the Paying Agent will receive immediately available funds in such amounts on or before the Business Day immediately preceding the dates when such principal, interest and fees of the Paying Agent will become due. If, through the lapse of time or otherwise, the Registered Owners of Bonds are no longer entitled to enforce payment of the Bonds or the interest thereon, the Paying Agent shall return said funds to the District. All moneys deposited with the Paying Agent shall be deemed to be deposited in accordance with and subject to all of the provisions contained in this Resolution and shall be held in trust by the Paying Agent for the benefit of the Registered Owners of the Bonds entitled to payment from such moneys.

Any moneys or investments remaining in the Series 2017 Debt Service Fund after the retirement of the indebtedness for which the Bonds were issued and all other indebtedness of the District shall be transferred and paid into the Capital Projects Fund of the District.

Section 504. Deposits and Investment of Moneys. Moneys in each of the funds created by and referred to in this Resolution shall be deposited in a bank or banks or other legally permitted financial

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ARTICLE VI

REMEDIES

Section 601. Remedies. The provisions of this Resolution, including the covenants and agreements herein contained, shall constitute a contract between the District and the Registered Owners of the Bonds, and the Registered Owner or Owners of not less than 10% in principal amount of the Bonds at the time Outstanding shall have the right for the equal benefit and protection of all Registered Owners of Bonds similarly situated:

- (a) by mandamus or other suit, action or proceedings at law or in equity to enforce the rights of such Registered Owner or Owners against the District and its officers, agents and employees, and to require and compel duties and obligations required by the provisions of this Resolution, excluding Section 802 hereof, or by the Constitution and laws of the State of Missouri;
- (b) by suit, action or other proceedings in equity or at law to require the District, its officers, agents and employees to account as if they were the trustees of an express trust; and
- (c) by suit, action or other proceedings in equity or at law to enjoin any acts or things which may be unlawful or in violation of the rights of the Registered Owners of the Bonds.

Section 602. Limitation on Rights of Bondowners. The covenants and agreements of the District contained herein and in the Bonds shall be for the equal benefit, protection and security of the legal owners of any or all of the Bonds. All of the Bonds shall be of equal rank and without preference or priority of one Bond over any other Bond in the application of the funds herein pledged to the payment of the principal of and the interest on the Bonds, or otherwise, except as to rate of interest, or date of Maturity or right of prior redemption as provided in this Resolution. No one or more Bondowners secured hereby shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security granted and provided for herein, or to enforce any right hereunder, except in the manner herein provided, and all proceedings at law or in equity shall be instituted, had and maintained for the equal benefit of all Registered Owners of such Outstanding Bonds.

Section 603. Remedies Cumulative. No remedy conferred herein upon the Bondowners is intended to be exclusive of any other remedy, but each such remedy shall be cumulative and in addition to every other remedy and may be exercised without exhausting and without regard to any other remedy conferred herein. No waiver of any default or breach of duty or contract by the Registered Owner of any Bond shall extend to or affect any subsequent default or breach of duty or contract or shall impair any rights or remedies consequent thereon. No delay or omission of any Bondowner to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein. Every substantive right and every remedy conferred upon the Registered Owners of the Bonds by this Resolution may be enforced and exercised from time to time and as often as may be deemed expedient. If any suit, action or proceedings taken by any Bondowner on account of any default or to enforce any right or exercise any remedy has been discontinued or abandoned for any reason, or has been determined adversely to such Bondowner, then, and in every such case, the District and the Registered Owners of the Bonds shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of the Bondowners shall continue as if no such suit, action or other proceedings had been brought or taken.

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Section 804. Exception for Continuing Disclosure. This Article VI shall not apply to Section 802 of this Resolution regarding continuing disclosure requirements, and Bondholders or Beneficial Owners of Bonds shall have no remedies for enforcement of said Section 802 other than the remedies provided in said Section 802.

ARTICLE VII

DEFESANCE

Section 701. Defeasance. When any or all of the Bonds or scheduled interest payments thereon have been paid and discharged, then the requirements contained in this Resolution and the pledge of the District's faith and credit hereunder and all other rights granted hereby shall terminate with respect to the Bonds or scheduled interest payments thereon so paid and discharged. Bonds or scheduled interest payments thereon shall be deemed to have been paid and discharged within the meaning of this Resolution if there has been deposited with the Paying Agent, or other commercial bank or trust company located in the State of Missouri and having full trust powers, at or prior to the Stated Maturity or Redemption Date of said Bonds or the interest payments thereon, in trust for and irrevocably appropriated thereto, moneys and/or Defeasance Obligations which, together with the interest to be earned thereon, will be sufficient for the payment of the principal or Redemption Price of said Bonds and/or interest to accrue on such Bonds to the Stated Maturity or Redemption Date, or if default in such payment has occurred on such date, then to the date of the tender of such payments; provided, however, that if any such Bonds are to be redeemed prior to their Stated Maturity, (1) the District shall have elected to redeem such Bonds, and (2) either notice of such redemption shall have been given, or the District shall have given irrevocable instructions, or shall have provided for an escrow agent to give irrevocable instructions, to the Paying Agent to redeem such Bonds in compliance with Section 302(a) of this Resolution. Any moneys and Defeasance Obligations that at any time shall be deposited with the Paying Agent or other commercial bank or trust company by or on behalf of the District, for the purpose of paying and discharging any of the Bonds or the interest payments thereon, shall be and are hereby assigned, transferred and set over to the Paying Agent or other bank or trust company in trust for the respective Registered Owners of such Bonds, and such moneys shall be and are hereby irrevocably appropriated to the payment and discharge thereof. All moneys and Defeasance Obligations deposited with the Paying Agent or other bank or trust company shall be deemed to be deposited in accordance with and subject to all of the provisions of this Resolution.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 801. Tax Covenants.

(a) The District covenants and agrees that (1) it will comply with all applicable provisions of the Code necessary to maintain the exclusion from federal gross income of the interest on the Bonds and (2) comply with all provisions and requirements of the Federal Tax Certificate. The President of the Board of Education is hereby authorized to execute the Federal Tax Certificate in a form approved by Bond Counsel, for and on behalf of and as the act and deed of the District. The District will also pass such other ordinances or resolutions and take such other actions as may be necessary to comply with the Code and with all other applicable future laws, regulations, published rulings and judicial decisions in

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(d) reduce the percentage in principal amount of Bonds required for the written consent to any modification or alteration of the provisions of this Resolution.

Any provision of the Bonds or of this Resolution may, however, be amended or modified by resolution duly adopted by the governing body of the District at any time in any legal respect with the written consent of the Registered Owners of all of the Bonds at the time Outstanding.

Without notice to or the consent of any Bondowners, the District may amend or supplement this Resolution for the purpose of curing any formal defect, omission, inconsistency or ambiguity therein or in connection with any other change therein which is not materially adverse to the interests of the Bondowners.

Every amendment or modification of the provisions of the Bonds or of this Resolution, to which the written consent of the Bondowners is given, as above provided, shall be expressed in a resolution adopted by the governing body of the District amending or supplementing the provisions of this Resolution and shall be deemed to be a part of this Resolution. A certified copy of every such amendatory or supplemental resolution, if any, and a certified copy of this Resolution shall always be kept on file in the office of the Secretary of the Board of Education, and shall be made available for inspection by the Registered Owner of any Bond or a prospective purchaser or owner of any Bond authorized by this Resolution, and upon payment of the reasonable cost of preparing the same, a certified copy of any such amendatory or supplemental resolution or of this Resolution will be sent by the Secretary of the Board of Education to any such Bondowner or prospective Bondowner.

Any and all modifications made in the manner hereinabove provided shall not become effective until there has been filed with the Secretary of the Board of Education a copy of the resolution of the District hereinabove provided for, duly certified, as well as proof of any required consent to such modification by the Registered Owners of the Bonds then Outstanding. It shall not be necessary to note on any of the Outstanding Bonds any reference to such amendment or modification.

The District shall furnish to the Paying Agent a copy of any amendment to the Bonds or this Resolution which affects the duties or obligations of the Paying Agent under this Resolution.

Section 805. Notices, Consents and Other Instruments by Bondowners. Any notice, consent, request, direction, approval or other instrument to be signed and executed by the Bondowners may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondowners in person or by agent appointed in writing. Proof of the execution of any such instrument or of the writing appointing any such agent and of the ownership of Bonds (except for the assignment of ownership of a Bond as provided for in the form of Bond set forth in Exhibit A hereto), if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the District and the Paying Agent with regard to any action taken, suffered or omitted under any such instrument, namely:

(a) The fact and date of the execution by any person of any such instrument may be proved by a certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such instrument acknowledged before such officer the execution thereof, or by affidavit of any witness to such execution.

(b) The fact of ownership of Bonds, the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the Bond Register.

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order to ensure that the interest on the Bonds will remain excluded from federal gross income, to the extent any such actions can be taken by the District.

(b) The covenants contained in this Section and in the Federal Tax Certificate shall remain in full force and effect notwithstanding the defeasance of the Bonds pursuant to Article VII of this Resolution or any other provision of this Resolution until the final Maturity of all Bonds Outstanding.

Section 802. Continuing Disclosure. The President or Vice President of the Board of Education is hereby authorized to enter into the Continuing Disclosure Undertaking in substantially the form attached hereto as Exhibit F, under which the District agrees that it will provide its audited financial statements, certain operating data and notices of certain material events to each nationally recognized municipal securities information repository, in compliance with Rule 15c2-12 promulgated by the Securities and Exchange Commission. Notwithstanding any other provision of this Resolution, failure of the District to comply with the Continuing Disclosure Undertaking shall not be considered a default under this Resolution. Remedies for a default under the Continuing Disclosure Undertaking shall be limited to those set forth in the Continuing Disclosure Undertaking.

Section 803. Annual Audit. Annually, promptly after the end of the fiscal year, the District will cause an audit to be made of its funds and accounts for the preceding fiscal year by a certified public accountant or firm of certified independent public accountants.

Within 30 days after the completion of each such audit, a copy thereof shall be filed in the office of the Secretary of the Board of Education, and a duplicate copy of the audit shall be mailed to the Purchaser. Such audits shall at all times during the usual business hours be open to the examination and inspection by any taxpayer, any Registered Owner of any of the Bonds, or by anyone acting for or on behalf of such taxpayer or Registered Owner. A copy of any such audit will, upon request and upon receipt by the District of payment of the reasonable cost of preparing and mailing the same, be sent to any Bondowner or prospective Bondowner.

As soon as possible after the completion of the annual audit, the governing body of the District shall review such audit, and if the audit discloses that proper provision has not been made for all of the requirements of this Resolution, the District shall promptly cure such deficiency.

Section 804. Amendments. The Continuing Disclosure Undertaking is exempt from the provisions of this Section and are subject to amendment and modification only as provided therein. The rights and duties of the District and the Bondowners, and the terms and provisions of the Bonds or of this Resolution, may be amended or modified at any time in any respect by resolution of the District with the written consent of the Registered Owners of not less than a majority in principal amount of the Bonds then Outstanding, such consent to be evidenced by an instrument or instruments executed by such Registered Owners and duly acknowledged or proved in the manner of a deed to be recorded, and such instrument or instruments shall be filed with the Secretary of the Board of Education, but no such modification or alteration shall:

- (a) extend the maturity of any payment of principal or interest due upon any Bond;
- (b) effect a reduction in the amount which the District is required to pay as principal or interest on any Bond;
- (c) permit preference or priority of any Bond over any other Bond; or

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In determining whether the Registered Owners of the requisite principal amount of Bonds Outstanding have given any request, demand, authorization, direction, notice, consent or waiver under this Resolution, Bonds owned by the District shall be disregarded and deemed not to be Outstanding under this Resolution, except that, in determining whether the Bondowners shall be protected in relying upon any such request, demand, authorization, direction, notice, consent or waiver, only Bonds which the Bondowners know to be so owned shall be so disregarded. Notwithstanding the foregoing, Bonds so owned which have been pledged in good faith shall not be disregarded as aforesaid if the pledgee establishes to the satisfaction of the Bondowners the pledgee's right so to act with respect to such Bonds and that the pledgee is not the District.

Section 806. Further Authority. The officers of the District, including the President of the Board of Education and Secretary of the Board of Education, are hereby authorized and directed to execute all documents and take such actions as they may deem necessary or advisable in order to carry out and perform the purposes of this Resolution and to make ministerial alterations, changes or additions in the foregoing agreements, statements, instruments and other documents herein approved, authorized and confirmed which they may approve, and the execution or taking of such action shall be conclusive evidence of such necessity or advisability.

Section 807. Severability. If any section or other part of this Resolution, whether large or small, is for any reason held invalid, the invalidity thereof shall not affect the validity of the other provisions of this Resolution.

Section 808. Governing Law. This Resolution shall be governed exclusively by and construed in accordance with the applicable laws of the State of Missouri.

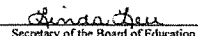
Section 809. Effective Date. This Resolution shall take effect and be in full force from and after its passage by the Board of Education.

Section 810. Electronic Transactions. The parties agree that the transaction described herein may be conducted and related documents may be stored by electronic means.

PASSED by the Board of Education of Camdenton Reorganized School District No. R-3 of Camden County, Missouri, this 9th day of January, 2017.

(SEAL)

ATTEST:


Secretary of the Board of Education


President of the Board of Education

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EXHIBIT A
TO RESOLUTION

FORM OF BOND

EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION (DESCRIBED HEREIN), THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE OF THE SECURITIES DEPOSITORY (DESCRIBED HEREIN) OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

UNITED STATES OF AMERICA
STATE OF MISSOURI

Registered
No. _____

Registered
\$ _____

CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3
OF CAMDEN COUNTY, MISSOURI

GENERAL OBLIGATION REFUNDING BOND
(MISSOURI DIRECT DEPOSIT PROGRAM)
SERIES 2017

Interest Rate Maturity Date Dated Date CUSIP Number

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3 OF CAMDEN COUNTY, MISSOURI, a school district and political subdivision of the State of Missouri (the "District"), for value received, hereby acknowledges itself to be indebted and promises to pay to the Registered Owner shown above, or registered assigns, the Principal Amount shown above on the Maturity Date shown above, unless called for redemption prior to said Maturity Date, and to pay interest thereon at the Interest Rate per annum shown above (computed on the basis of a 360-day year of twelve 30-day months) from the Dated Date shown above or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2017, until said Principal Amount has been paid.

The Principal Amount or Redemption Price of this Bond shall be paid at Maturity or upon earlier redemption by check or draft to the Person in whose name this Bond is registered at the Maturity or Redemption Date thereof, upon presentation and surrender of this Bond at the principal payment office of COMMERCE BANK, Kansas City, Missouri (the "Paying Agent"). The interest payable on this Bond on any interest Payment Date shall be paid to the Person in whose name this Bond is registered on the Bond Register maintained by the Paying Agent at the close of business on the Record Date for such interest (being the 15th day, whether or not a Business Day, of the calendar month next preceding the

Interest Payment Date) by check or draft mailed by the Paying Agent to the address of such Registered Owner shown on the Bond Register or by electronic transfer to such Registered Owner.

This Bond is one of an authorized series of bonds of the District designated "General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2017," aggregating the principal amount of \$8,690,000 (the "Bonds"), issued by the District for the purpose of refunding outstanding general obligation bonds of the District, under the authority of and in full compliance with the Constitution and laws of the State of Missouri, and a resolution duly passed (the "Resolution") and proceedings duly and legally had by the governing body of the District. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Resolution.

At the option of the District, the Bonds may be redeemed and paid prior to maturity on March 1, 2022, and at any time thereafter in whole or in part in such amounts for each maturity as shall be determined by the District (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount in such equitable manner as the Paying Agent shall designate) at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

Notice of redemption, unless waived, is to be given by the Paying Agent by mailing an official redemption notice by first class mail at least 30 days prior to the Redemption Date to the State Auditor of Missouri, the original purchaser of the Bonds and to each Registered Owner of each of the Bonds to be redeemed at the address shown on the Bond Register maintained by the Paying Agent. Notice of redemption having been given as aforesaid, the Bonds or portions of Bonds to be redeemed shall, on the Redemption Date, become due and payable at the Redemption Price therein specified, and from and after such date (unless the District defaults in the payment of the Redemption Price) such Bonds or portions of Bonds shall cease to bear interest.

The Bonds are being issued by means of a book-entry system with no physical distribution of bond certificates to be made except as provided in the Resolution. One Bond certificate with respect to each date on which the Bonds are stated to mature, registered in the nominee name of the Securities Depository, is being issued and required to be deposited with the Securities Depository and immobilized in its custody. The book-entry system will evidence positions held in the Bonds by the Securities Depository's participants, beneficial ownership of the Bonds in authorized denominations being evidenced in the records of such participants. Transfers of ownership shall be effected on the records of the Securities Depository and its participants pursuant to rules and procedures established by the Securities Depository and its participants. The District and the Paying Agent will recognize the Securities Depository nominee, while the registered owner of this Bond, as the owner of this Bond for all purposes, including (i) payments of principal of, and redemption premium, if any, and interest on, this Bond, (ii) notices and (iii) voting. Transfers of principal, interest and any redemption premium payments to participants of the Securities Depository, and transfers of principal, interest and any redemption premium payments to beneficial owners of the Bonds by participants of the Securities Depository will be the responsibility of such participants and other nominees of such beneficial owners. The District and the Paying Agent will not be responsible or liable for such transfers of payments or for maintaining, supervising or reviewing the records maintained by the Securities Depository, the Securities Depository nominee, its participants or persons acting through such participants. While the Securities Depository nominee is the owner of this Bond, notwithstanding the provision hereinabove contained, payments of principal of and interest on this Bond shall be made in accordance with existing arrangements among the District, the Paying Agent and the Securities Depository.

EXCEPT AS OTHERWISE PROVIDED IN THE RESOLUTION, THIS GLOBAL BOND MAY BE TRANSFERRED, IN WHOLE BUT NOT IN PART, ONLY TO ANOTHER NOMINEE

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OF THE SECURITIES DEPOSITORY OR TO A SUCCESSOR SECURITIES DEPOSITORY OR TO A NOMINEE OF A SUCCESSOR SECURITIES DEPOSITORY.

The Bonds are issued in fully registered form in the denomination of \$5,000 or any integral multiple thereof. This Bond may be exchanged at the office of the Paying Agent for a like aggregate principal amount of Bonds of the same maturity of other authorized denominations upon the terms provided in the Resolution.

This Bond is transferable by the Registered Owner hereof in person or by the Registered Owner's agent duly authorized in writing, at the office of the Paying Agent, but only in the manner, subject to the limitations and upon payment of the charges provided in the Resolution and upon surrender and cancellation of this Bond. The District shall pay all costs incurred in connection with the issuance, payment and initial registration of the Bonds and the cost of a reasonable supply of bond blanks.

The Bonds constitute general obligations of the District payable as to both principal and interest from ad valorem taxes which may be levied without limitation as to rate or amount upon all the taxable tangible property, real and personal, within the territorial limits of the District. The full faith, credit and resources of the District are irrevocably pledged for the prompt payment of the principal of and interest on the Bonds as the same become due.

This Bond may be transferred or exchanged, as provided in the Resolution, only on the Bond Register kept for that purpose at the principal payment office of the Paying Agent, upon surrender of this Bond together with a written instrument of transfer or authorization for exchange satisfactory to the Paying Agent duly executed by the Registered Owner or the Registered Owner's duly authorized agent, and thereupon a new Bond or Bonds in any authorized denomination having the same Maturity Date and in the same aggregate principal amount shall be issued to the transferee in exchange therefor as provided in the Resolution and upon payment of the charges therein prescribed. The District and the Paying Agent may deem and treat the Person in whose name this Bond is registered on the Bond Register as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or Redemption Price hereof and interest due hereon and for all other purposes and neither the District nor the Paying Agent shall be affected by any notice to the contrary.

The proceedings relating to the issuance of the Bonds have been presented to and filed with the State Auditor of Missouri, who has examined the same and has issued a certificate that such proceedings comply with the laws of the State of Missouri and that the conditions of the contract under which the Bonds were ordered to be issued have been complied with.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Paying Agent.

IT IS HEREBY CERTIFIED AND DECLARED that all acts, conditions and things required to exist, happen and be performed precedent to and in the issuance of the Bonds have existed, happened and been performed in due time, form and manner as required by law; that a direct annual tax upon all taxable tangible property situated in the District has been levied for the purpose of paying the principal of and interest on the Bonds when due; and that the total indebtedness of the District, including this Bond and the series of which it is one, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3 OF CAMDEN COUNTY, MISSOURI, has caused this Bond to be executed by the manual or

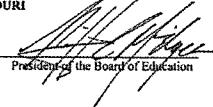
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facsimile signature of its President of the Board of Education and attested by the manual or facsimile signature of its Secretary of the Board of Education and its official seal to be affixed or imprinted hereon.

CERTIFICATE OF AUTHENTICATION

CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3 OF CAMDEN COUNTY, MISSOURI

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

By: 
President of the Board of Education

Registration Date: _____

COMMERCE BANK,
Paying Agent

(SEAL)

ATTEST:

By: _____
Authorized Signatory


Secretary of the Board of Education

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ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfers unto

Print or Type Name, Address and Social Security Number
or other Taxpayer Identification Number of Transferee

the within Bond and all rights thereunder, and hereby irrevocably constitutes and appoints _____ agent to transfer the within Bond on the Bond Register kept by the Paying Agent for the registration thereof, with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the Registered Owner as it appears upon the face of the within Bond in every particular.

Signature Guaranteed By: _____

(Name of Eligible Guarantor Institution as defined by SEC Rule 17 Ad-15 (17 CFR 240.17 Ad-15))

By: _____
Title: _____

**EXHIBIT B
TO RESOLUTION**

**CERTIFICATE OF FINAL TERMS
FOR
GENERAL OBLIGATION REFUNDING BONDS
(MISSOURI DIRECT DEPOSIT PROGRAM)
SERIES 2017**

**CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3
OF CAMDEN COUNTY, MISSOURI**

1. Refunded Bonds - Preamble, Section 101:

Series of Bonds	Refunded Bonds		Maturity or Redemption Date
	Amount Refunded	Maturities	
Series 2007 Bonds	\$2,500,000	03/01/2022	03/01/2017
	3,000,000	05/01/2023	03/01/2017
	3,500,000	03/01/2024	03/01/2017

2. Maximum Allowable Refunding Amount (for state law purposes) - Preamble: \$9,150,000

3. Original Principal Amount - Section 101 and Section 201: \$8,690,000

4. Dated Date, Maturity Schedule, Interest Rates and Interest Payment Dates for the Bonds - Section 202:

Dated Date: February 1, 2017
Interest payable March 1 and September 1, beginning September 1, 2017

Serial Bonds		
Maturity March 1	Principal Amount	Annual Rate of Interest
2022	\$2,425,000	3.000%
2023	2,900,000	3.000
2024	3,365,000	3.000

Term Bonds

(None)

5. Purchase Price - Section 101, Section 210: \$9,047,295.85, being the Original Principal Amount plus an original issue premium of \$409,435.85 less an underwriting discount of \$52,140.00 (which is 0.60% of the Original Principal Amount).

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6. Optional Redemption - Section 301(a): At the option of the District, Bonds maturing on March 1, 2023, and March 1, 2024, may be called for redemption and payment prior to the Stated Maturity thereof on March 1, 2022, and thereafter in whole or in part at any time in such amounts for each Stated Maturity as shall be determined by the District at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

7. Mandatory Redemption - Section 301(b):
(Not applicable)

8. Deposit of Bond Proceeds and Other Moneys - Section 502: The net proceeds received from the sale of the Bonds, shall be deposited simultaneously with the delivery of the Bonds as follows:

(a) The sum of \$9,000,000.00 from the proceeds of the Bonds and no other moneys from funds of the District, which will be sufficient for the payment of the redemption price of the Refunded Bonds on March 1, 2017, shall be paid and transferred to the Paying Agent for the Refunded Bonds.

(b) The sum of \$47,295.85 from the proceeds of the Bonds shall be deposited in the Series 2017 Costs of Issuance Fund and shall be used to pay costs of issuing the Bonds, including the fees of attorneys, financial consultants, accountants, rating agencies, printers and others employed to render professional services, and other costs, fees and expenses incurred in connection with the issuance of the Bonds and the creation of the trust described in and created by the Escrow Agreement and in carrying out the duties, terms and provisions of the Escrow Agreement. Any such moneys not used for such purpose and remaining on deposit 60 days after the delivery of and payment for the Bonds shall be deposited in the Debt Service Fund and applied in accordance with Section 503 of the Resolution to the payment of the next installment of interest on the Bonds.

9. Redemption Date for Refunded Bonds - Section 507: March 1, 2017

* * *

**EXHIBIT C
TO RESOLUTION
FORM OF BOND PURCHASE AGREEMENT**

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**EXHIBIT D
TO RESOLUTION
FORM OF PRELIMINARY OFFICIAL STATEMENT**

**EXHIBIT E
TO RESOLUTION
FORM OF DIRECT DEPOSIT AGREEMENT**

**EXHIBIT F
TO RESOLUTION
FORM OF CONTINUING DISCLOSURE UNDERTAKING**

DRAFT

DIRECT DEPOSIT AGREEMENT

THIS DIRECT DEPOSIT AGREEMENT dated February 1, 2017, by and among the OFFICE OF THE TREASURER OF THE STATE OF MISSOURI (the "Treasurer"), the DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION OF THE STATE OF MISSOURI (the "DESE"), the HEALTH AND EDUCATIONAL FACILITIES AUTHORITY OF THE STATE OF MISSOURI (the "Authority"), BOKF, N.A. (the "Direct Deposit Trustee") and CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3 OF CAMDEN COUNTY, MISSOURI (DESE County District Code 015-002) (the "School District").

WITNESSETH:

WHEREAS, pursuant to Chapter 360, RSMo, and specifically Sections 360.106 and 360.111, RSMo (the "Act"), the Authority has developed a Program, and Guidelines dated May 4, 2016 (the "Guidelines") with respect thereto, involving the direct deposit of state aid payments and distributions pursuant to Sections 163.011 to 163.195, RSMo ("State Aid"), by the Treasurer to cover the debt service on general obligation bonds issued by Missouri school districts and the payment of certain costs of issuance with respect to such bonds (the "Program"); and

WHEREAS, contemporaneously herewith the School District is issuing \$8,950,000 principal amount of its General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2017 (the "Bonds"), and it desires to participate in the Program with respect thereto; and

WHEREAS, proceeds of the Bonds will be used to current refund all \$9,000,000 principal amount of the District's General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2007, dated December 1, 2007, scheduled to mature on March 1 in the years 2022 through 2024 (the "Refunded Bonds") of the School District;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereto hereby agree as follows:

Section 1. School District Representations and Warranties. The School District hereby represents and warrants that (a) it has received and reviewed a copy of the Act and the Guidelines, and (b) contemporaneously herewith it has issued the Bonds with principal and interest payments in such amounts and on such dates and with such other terms described on Schedule A hereto.

Section 2. Direct Deposit of State Aid. The School District hereby elects to participate in the Program and to abide by the Act and the Guidelines and hereby irrevocably directs DESE to cause the Treasurer to transfer to the Direct Deposit Trustee, out of the first dollars of State Aid payments otherwise determined by DESE to be payable to the School District, the amounts of State Aid listed on Schedule B hereto in the months listed on Schedule B hereto. The School District represents that the payments of State Aid listed on Schedule B hereto will be adequate to pay all remaining principal and interest payments on the Bonds when due. The amounts listed on Schedule B shall provide for payment of one-tenth (1/10th) of the debt service to be paid in the bond year ending March 1, 2018, in each of the ten (10) months of March 2017 through December 2017, and in each succeeding ten (10) similar months (i.e., March through December) for each bond year thereafter, as long as the Bonds are outstanding. If, for whatever reason, any monthly payment is not made or is not made in full it shall be made up out of the next payment of State Aid with respect to the School District. If, for whatever reason, a payment or

Direct Deposit Agreement, Series 2017
Camdenton R-III (015-002)

payments of State Aid money is not made pursuant hereto, the School District remains fully liable to make its payments on the Bonds.

Any amounts held by the Direct Deposit Trustee in excess of the amounts required to be held by the Direct Deposit Trustee hereunder at any given time may be returned by the Direct Deposit Trustee to the School District without further authorization by any party hereto. Further, to the extent not needed to cover a shortfall in amounts to be held by the Direct Deposit Trustee hereunder, any interest earned on the amounts held by the Direct Deposit Trustee until payment to the paying agent shall be paid by the Direct Deposit Trustee to the School District at least once each year.

The parties hereto understand and agree that the amount of the School District's State Aid for future years has not been determined and the execution hereof by the parties hereto is not a representation or agreement on the part of any party that the amount of such State Aid will equal that listed on Schedule B or be in any other amount.

The Direct Deposit Trustee is hereby directed to make payments to the paying agent for the Bonds listed on Schedule A in immediately available funds no later than the day prior to the dates set for payment of principal or interest on the Bonds, provided, however, that such payments shall be limited to State Aid payments actually deposited by the Treasurer with the Direct Deposit Trustee with respect to the School District for the Bonds. The Direct Deposit Trustee shall not be obligated to advance funds from any other source or from funds deposited with respect to any other school district. The Direct Deposit Trustee shall not be obligated to advance its own funds in connection with any bond payments of the Bonds.

If on the day prior to the dates set for payment of principal or interest the amount deposited by the Treasurer or transferred with respect to the School District is less than the amounts listed on Schedule B, the Direct Deposit Trustee shall notify the School District, the paying agent and the Treasurer of such deficiency by telephone or facsimile.

The School District hereby agrees that the foregoing State Aid payments directed to be paid to the Direct Deposit Trustee are hereby irrevocably pledged to payment of the Bonds whether in the hands of the Treasurer, the Direct Deposit Trustee or the paying agent for the Bonds listed on Schedule A hereto.

The foregoing irrevocable direction and pledge by the School District shall remain in place until the Bonds are paid in full.

Section 3. Duties of the Direct Deposit Trustee. The duties of the Direct Deposit Trustee shall be limited to those specifically provided in this Agreement and are ministerial in nature and not discretionary. The Direct Deposit Trustee may rely and act upon signatures and documents which it reasonably believes to be genuine and shall not be liable on account of the identity, authority or rights of persons executing, delivering or purporting to execute or deliver any document, instruction or other item. The Direct Deposit Trustee shall not be liable for any mistake of fact or error in judgment, or for any act or failure to act taken in good faith and believed by it to be authorized or within the rights and powers conferred by this Agreement, unless there be shown gross negligence or willful misconduct.

Section 4. Waiver. Pursuant to the Act, the School District hereby waives all powers, rights and privileges conferred upon it to institute any action authorized by any act of the Congress of the United States relating to bankruptcy on the part of the School District.

Section 5. Costs of Issuance. The School District hereby represents and warrants that (a) attached hereto as Schedule C is a list of costs of issuance in connection with the issuance of the

Direct Deposit Agreement, Series 2017
Camdenton R-III (015-002)

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Bonds known on the date hereof, (b) it will provide a list of any additional costs within thirty (30) days hereof and hereby requests payment of the same pursuant to the terms and at the times provided for in the Guidelines, and (c) submitted herewith is a copy of the closing legal opinion with respect to the Bonds.

Section 6. Trustee Successors and Assigns; Charges. The obligations and the rights of the Direct Deposit Trustee shall accrue to its successors and assigns appointed by the Authority. It is contemplated that the Authority will pay the charges of the Direct Deposit Trustee for services pursuant hereto out of funds that the Authority receives each year from the State of Missouri for the Program but, to the extent not so paid such charges shall be the obligation of the School District and may be charged annually against the investment earnings on amounts held by the Direct Deposit Trustee attributable to the School District.

Section 7. Refunding. The School District represents that the refunding by the School District pursuant to the Bonds shall result in a net present value savings of at least one and one-half percent of the par amount of the Refunded Bonds.

Section 8. Financial Certificate. The School District represents that attached hereto as Schedule D is the Certificate of the underwriter, financial advisor or bond purchaser with respect to the Bonds.


Section 9. Severability. In the event that any provision of this Agreement shall be held invalid or unenforceable for any reason, such invalidity or unenforceability shall not affect the validity or enforceability of the other provisions of this Agreement.

Section 10. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of this page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above stated.

CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3 OF CAMDEN COUNTY, MISSOURI

By: 
President of the Board of Education

DEPARTMENT OF ELEMENTARY AND
SECONDARY EDUCATION OF THE
STATE OF MISSOURI

HEALTH AND EDUCATIONAL FACILITIES
AUTHORITY OF THE STATE OF MISSOURI

By: _____

By: _____

Direct Deposit Agreement, Series 2017
Canderton R-III (015-002)

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Direct Deposit Agreement, Series 2017
Canderton R-III (015-002)

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BOKF, N.A.

OFFICE OF THE TREASURER OF THE
STATE OF MISSOURI

By: _____

By: _____

Direct Deposit Agreement, Series 2017
Canderton R-III (015-002)

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Direct Deposit Agreement, Series 2017
Canderton R-III (015-002)

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**SCHEDULE A
TO DIRECT DEPOSIT AGREEMENT**

\$8,950,000
CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3
OF CAMDEN COUNTY, MISSOURI
GENERAL OBLIGATION REFUNDING BONDS
(MISSOURI DIRECT DEPOSIT PROGRAM)
SERIES 2017

TERMS OF THE BONDS

The Bonds are dated the date of original delivery of and payment for such Bonds (February 1, 2017).

The Bonds will become due in the amounts on the Stated Maturities and will bear interest at the below-specified rates (computed on the basis of a 360-day year of twelve 30-day months) from the date thereof or from the most recent Interest Payment Date to which interest has been paid or duly provided for, payable semiannually on March 1 and September 1 in each year, beginning on September 1, 2017.

SERIAL BONDS

<u>Stated Maturity</u> <u>March 1</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>
2022		
2023		
2024		

Designation of Paying Agent. Commerce Bank, Kansas City, Missouri, has been designated as the School District's paying agent for the payment of principal of and interest on the Bonds and bond registrar with respect to the registration, transfer and exchange of Bonds (the "Paying Agent").

Paying Agent: Commerce Bank
ABA No. 101000019
Credit Account No. 67000-00 for credit to
Camdenton Reorganized School District No. R-3 of Camden County,
Missouri, Series 2017

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**SCHEDULE B
TO DIRECT DEPOSIT AGREEMENT**

\$8,950,000
CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3
OF CAMDEN COUNTY, MISSOURI
GENERAL OBLIGATION REFUNDING BONDS
(MISSOURI DIRECT DEPOSIT PROGRAM)
SERIES 2017

STATE AID TRANSFERS FOR DEBT SERVICE

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**SCHEDULE A
TO DIRECT DEPOSIT AGREEMENT
(continued)**

\$8,950,000
CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3
OF CAMDEN COUNTY, MISSOURI
GENERAL OBLIGATION REFUNDING BONDS
(MISSOURI DIRECT DEPOSIT PROGRAM)
SERIES 2017

REDEMPTION OF BONDS

Optional Redemption of Bonds. At the School District's option, the Bonds may be called for redemption and payment prior to their Stated Maturity on March 1, 2020, and thereafter in whole or in part, at any time, in such order of maturity as shall be determined by the School District (Bonds of less than a full maturity to be selected in multiples of \$5,000 principal amount by lot or in such equitable manner as the Paying Agent shall designate) at the Redemption Price of 100% of the principal amount thereof, plus accrued interest thereon to the Redemption Date.

DEBT SERVICE REQUIREMENTS

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**SCHEDULE C
TO DIRECT DEPOSIT AGREEMENT**

\$8,950,000
CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3
OF CAMDEN COUNTY, MISSOURI
GENERAL OBLIGATION REFUNDING BONDS
(MISSOURI DIRECT DEPOSIT PROGRAM)
SERIES 2017

COSTS OF ISSUANCE

<u>COST</u>	<u>AMOUNT</u>
Underwriter's Discount	
Bond Counsel Fee and Expenses (including O.S. preparation)	
Paying Agent/Registrar Fee	
Rating Agency Fee	
TOTAL	

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SCHEDULE D
TO DIRECT DEPOSIT AGREEMENT

\$8,950,000
CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3
OF CAMDEN COUNTY, MISSOURI
GENERAL OBLIGATION REFUNDING BONDS
(MISSOURI DIRECT DEPOSIT PROGRAM)
SERIES 2017

UNDERWRITER'S/FINANCIAL ADVISOR'S/PURCHASER'S CERTIFICATE
MISSOURI SCHOOL DISTRICT DIRECT DEPOSIT PROGRAM

The undersigned entity which has served as underwriter with respect to the bond issue described above (the "Bonds") represents, warrants and agrees as follows:

1. It has received and reviewed a copy of the Guidelines dated May 4, 2016, of the Authority with respect to the Missouri School District Direct Deposit Program.
2. It has reviewed a fully executed copy of the Direct Deposit Agreement (with Schedules attached) entered into with respect to the Bonds and believes the representations, warranties and other information contained therein to be true and correct.
3. It believes that the costs of issuance described in the Direct Deposit Agreement are appropriate and reasonable in connection with the issuance of the Bonds.
4. The underwriter's discount or any amounts paid to the underwriter, or bond purchaser did not "buy down" the interest rate on the Bonds.
5. Set forth below is the date of pricing of the Bonds.
6. With respect to the Bonds, there is a net present value savings of _____% of the par amount of the Refunded Bonds, which is at least 1 1/2% of the par amount of the Refunded Bonds, calculated pursuant to the All Inclusive Cost method as described in Section II(A)(3) of the Guidelines. Attached hereto as Attachment II to Schedule D is the calculation of said net present value savings of _____%.

Name of Bonds: General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2017

True Interest Cost: _____%. Attached hereto as Attachment I to Schedule D is a calculation of TIC as defined in Section II (A)(3) of the Guidelines.

Date of Pricing of Bonds: January 9, 2017

Underlying credit rating of School District (if any): AA-

Attached as Attachment III to this Schedule D is a copy of the cover page from the official statement with respect to the Bonds which discloses the pricing, yield, premium, amortization and any other related data on the Bonds.

Name of Underwriter/Financial Advisor/ Purchaser: **GEORGE K. BAUM & COMPANY,**
Underwriter

By: _____
Executive Vice President

Dated: January 9, 2017

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ATTACHMENT I TO SCHEDULE D
TO DIRECT DEPOSIT AGREEMENT

Net Present Value Savings

ATTACHMENT II TO SCHEDULE D
TO DIRECT DEPOSIT AGREEMENT

Proof Of True Interest Cost To The Dated Date @ _____%

**ATTACHMENT III TO SCHEDULE D
TO DIRECT DEPOSIT AGREEMENT**

Cover of Final Official Statement

[Follows]

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DRAFT

CONTINUING DISCLOSURE UNDERTAKING

This CONTINUING DISCLOSURE UNDERTAKING dated as of January 9, 2017 (this "Continuing Disclosure Undertaking"), is executed and delivered by CAMDENTON REORGANIZED SCHOOL DISTRICT NO. R-3 OF CAMDEN COUNTY, MISSOURI (the "Issuer").

RECITALS

1. This Continuing Disclosure Undertaking is executed and delivered by the Issuer in connection with the issuance by the Issuer of \$8,950,000 General Obligation Refunding Bonds (Missouri Direct Deposit Program), Series 2017 (the "Bonds"), pursuant to a Resolution adopted by the governing body of the Issuer (the "Resolution").

2. The Issuer is entering into this Continuing Disclosure Undertaking for the benefit of the Beneficial Owners of the Bonds and in order to assist the Participating Underwriter in complying with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"). The Issuer is the only "obligated person" (as defined by the Rule) with responsibility for continuing disclosure hereunder.

In consideration of the mutual covenants and agreements herein, the Issuer covenants and agrees as follows:

Section 1. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Continuing Disclosure Undertaking unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" means any Annual Report provided by the Issuer pursuant to, and as described in, Section 2 of this Continuing Disclosure Undertaking.

"Beneficial Owner" means any registered owner of any Bonds and any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

"Dissemination Agent" means any entity designated in writing by the Issuer to serve as dissemination agent pursuant to this Continuing Disclosure Undertaking and which has filed with the Issuer a written acceptance of such designation.

"EMMA" means the Electronic Municipal Market Access system for municipal securities disclosures established and maintained by the MSRB, which can be accessed at www.emma.msrb.org.

"Material Events" means any of the events listed in Section 3 of this Continuing Disclosure Undertaking.

"MSRB" means the Municipal Securities Rulemaking Board, or any successor repository designated as such by the Securities and Exchange Commission in accordance with the Rule.

"Participating Underwriter" means any of the original underwriter(s) of the Bonds required to comply with the Rule in connection with offering of the Bonds.

"Rule" means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 2. Provision of Annual Reports.

(a) The Issuer shall not later than December 31st after the end of the Issuer's fiscal year, commencing with the fiscal year ending June 30, 2017, file with the MSRB, through EMMA, the following financial information and operating data (the "Annual Report"):

- (1) The audited financial statements of the City for the prior fiscal year, prepared in accordance with the accounting principles stated in the notes to the financial statements attached as *Appendix B* to the Official Statement. If audited financial statements are not available by the time the Annual Report is required to be filed pursuant to this Section, the Annual Report shall contain unaudited financial statements in a format similar to the financial information contained in the final Official Statement relating to the Bonds, and the audited financial statements shall be filed in the same manner as the Annual Report promptly after they become available.
- (2) Updates as of the end of the fiscal year of certain financial information and operating data contained in the final Official Statement, as described in Exhibit A, in substantially the same format contained in the final Official Statement.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues with respect to which the Issuer is an "obligated person" (as defined by the Rule), which have been provided to the MSRB and are available through EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the MSRB on EMMA. The Issuer shall clearly identify each such other document so included by reference.

In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in this Section; provided that the audited financial statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's fiscal year changes, it shall give notice of such change in the same manner as for a Material Event.

Section 3. Reporting of Material Events. Not later than 10 business days after the occurrence of any of the following events, the Issuer shall give, or cause to be given to the MSRB, through EMMA, notice of the occurrence of any of the following events with respect to the Bonds ("Material Events"):

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers, or their failure to perform;
- (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other modifications affecting the tax status of the Bonds;
- (7) bond calls, if material, and tender offers;
- (8) defeasances;
- (9) releases, substitution or sale of property securing repayment of the Bonds, if material;
- (10) rating changes;
- (11) bankruptcy, insolvency, receivership or similar event of the Issuer;
- (12)

- (13) the consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (14) appointment of a successor or additional trustee or the change of name of the trustee, if material.

If the Issuer has not submitted the Annual Report to the MSRB by the date required in Section 2(a), the Issuer shall send a notice to the MSRB of the failure of the Issuer to file on a timely basis the Annual Report, which notice shall be given by the Issuer in accordance with this Section 3.

Section 4. Termination of Reporting Obligation. The Issuer's obligations under this Continuing Disclosure Undertaking shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If the Issuer's obligations under this Continuing Disclosure Undertaking are assumed in full by some other entity, such person shall be responsible for compliance with this Continuing Disclosure Undertaking in the same manner as if it were the Issuer, and the Issuer shall have no further responsibility hereunder. If such termination or substitution occurs prior to the final maturity of the Bonds, the Issuer shall give notice of such termination or substitution in the same manner as for a Material Event under Section 3.

Section 5. Dissemination Agents. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Continuing Disclosure Undertaking, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent may resign as dissemination agent hereunder at any time upon 30 days prior written notice to the Issuer. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report (including without limitation the Annual Report) prepared by the Issuer pursuant to this Continuing Disclosure Undertaking.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Undertaking, the Issuer may amend this Continuing Disclosure Undertaking and any provision of this Continuing Disclosure Undertaking may be waived, provided that Bond Counsel or other counsel experienced in federal securities law matters provides the Issuer with its written opinion that the undertaking of the Issuer contained herein, as so amended or after giving effect to such waiver, is in compliance with the Rule and all current amendments thereto and interpretations thereof that are applicable to this Continuing Disclosure Undertaking.

In the event of any amendment or waiver of a provision of this Continuing Disclosure Undertaking, the Issuer shall describe such amendment or waiver in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (1) notice of such change shall be given in the same manner as for a Material Event under Section 3, and (2) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Additional Information. Nothing in this Continuing Disclosure Undertaking shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Undertaking or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is required by this Continuing Disclosure Undertaking. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Material Event, in addition to that which is specifically required by

this Continuing Disclosure Undertaking, the Issuer shall have no obligation under this Continuing Disclosure Undertaking to update such information or include it in any future Annual Report or notice of occurrence of a Material Event.

Section 8. Default. If the Issuer fails to comply with any provision of this Continuing Disclosure Undertaking, any Participating Underwriter or any Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under this Continuing Disclosure Undertaking. A default under this Continuing Disclosure Undertaking shall not be deemed an event of default under the Resolution of the Bonds, and the sole remedy under this Continuing Disclosure Undertaking in the event of any failure of the Issuer to comply with this Continuing Disclosure Undertaking shall be an action to compel performance.

Section 9. Beneficiaries. This Continuing Disclosure Undertaking shall inure solely to the benefit of the Issuer, the Participating Underwriter, and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

Section 10. Severability. If any provision in this Continuing Disclosure Undertaking, the Resolution of the Bonds shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 11. Electronic Transmissions. The arrangements described herein may be conducted and related documents may be stored by electronic means. Copies, telecopies, facsimiles, electronic files and other reproductions of original documents shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 12. Governing Law. This Continuing Disclosure Undertaking shall be governed by and construed in accordance with the laws of the State of Missouri.

CAMDENTON REORGANIZED SCHOOL
DISTRICT NO. R-3 OF CAMDEN COUNTY,
MISSOURI

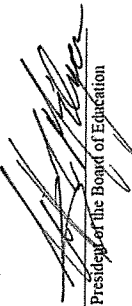
By: 
Title: President of the Board of Education

EXHIBIT A

FINANCIAL INFORMATION AND OPERATING DATA TO BE INCLUDED IN ANNUAL REPORT

The tables contained under the following section in Appendix A to the final Official Statement:

GENERAL AND ECONOMIC INFORMATION CONCERNING THE DISTRICT:
History of Enrollment

DEBT STRUCTURE OF THE DISTRICT:
Current Long-Term General Obligation Indebtedness
History of General Obligation Indebtedness

PROPERTY TAX INFORMATION CONCERNING THE DISTRICT:
Property Valuations:
 Current Assessed Valuation
 History of Property Valuations
History of Tax Levies
Tax Collection Record

DRAFT

Camden R-III
Request for Course Addition

Course Number: Near Intro to Engineering Course Title: Principles of Biomedical Science
 District Department: Science Graduation Department: Science
 Request Effective Date: ASAP
 (Complete any of the following that apply) (Circle appropriate choice)
 Abbreviated Title (20 character max) Subject Type: Reg
Prin of Biomedical Science Subject Term Type: Yr
5 Credits per Semester Weight: Adv
9 Grade Level for Curriculum Honors: Yes
25 Preferred Class Size Grade Level 9 To 12
 Used for Grading Used for Core GPA
 Used for Core Scheduling Used for HS Transcript
 Used for Marking Attendance
 State Reporting:
 State Code State Type Code
 State Program Code State Sequence Code
 State Testing Method Career-Ed Code
 State Delivery Method State Minutes Per Week
 Will this course require additional staff: Yes No Unknown

Detailed Course Description (type below):
Principles of Biomedical Science (PLTW foundation course) [Grades 9-12] (1 credit year-long class) [AW]
 In this introductory course of the PLTW Biomedical Science program, students explore concepts of biology and medicine to determine factors that led to the death of a fictional person. While investigating the case, students examine autopsy reports, investigate medical history, and explore medical treatments that might have prolonged the person's life. The activities and projects introduce students to human physiology, basic biology, medicine, and research processes while allowing them to design their own experiments to solve problems. Students interested in medical research or pre-med should consider this course.

Signatures: [Signature] Counselor 12-19-16 Date
[Signature] Principal 12-19-16 Date
[Signature] Superintendent 12-19-2016 Date
 Updated 02/09/16 Board Approval _____ Date

Camden R-III
Request for Course Addition

Course Number: Near Intro to Engineering Course Title: Human Body System
 District Department: Science Graduation Department: Science
 Request Effective Date: ASAP
 (Complete any of the following that apply) (Circle appropriate choice)
 Abbreviated Title (20 character max) Subject Type: Advance
Human Body System Subject Term Type: Yr
5 Credits per Semester Weight: Adv
9 Grade Level for Curriculum Honors: Yes
25 Preferred Class Size Grade Level 10 To 12
 Used for Grading Used for Core GPA
 Used for Core Scheduling Used for HS Transcript
 Used for Marking Attendance
 State Reporting:
 State Code State Type Code
 State Program Code State Sequence Code
 State Testing Method Career-Ed Code
 State Delivery Method State Minutes Per Week
 Will this course require additional staff: Yes No Unknown

Detailed Course Description (type below):
Human Body Systems (1 year) PLTW
 Students examine the interactions of human body systems as they explore identity, power, movement, protection, and homeostasis. Exploring science in action, students build organs and tissues on a skeletal Maniken®; use data acquisition software to monitor body functions such as muscle movement, reflex and voluntary action, and respiration; and take on the roles of biomedical professionals to solve real-world medical cases. To begin 2018.

Signatures: [Signature] Counselor 12-19-16 Date
[Signature] Principal 12-19-16 Date
[Signature] Superintendent 12-19-2016 Date
 Updated 02/09/16 Board Approval _____ Date

Camden R-III
Request for Course Addition

Course Number: Near Intro to Engineering Course Title: Medical Interventions
 District Department: Science Graduation Department: Science
 Request Effective Date: ASAP
 (Complete any of the following that apply) (Circle appropriate choice)
 Abbreviated Title (20 character max) Subject Type: Advance
Medical Interventions Subject Term Type: Yr
5 Credits per Semester Weight: Adv
9 Grade Level for Curriculum Honors: Yes
25 Preferred Class Size Grade Level 11 To 12
 Used for Grading Used for Core GPA
 Used for Core Scheduling Used for HS Transcript
 Used for Marking Attendance
 State Reporting:
 State Code State Type Code
 State Program Code State Sequence Code
 State Testing Method Career-Ed Code
 State Delivery Method State Minutes Per Week
 Will this course require additional staff: Yes No Unknown

Detailed Course Description (type below):
Medical Interventions (1 year) PLTW
 Students follow the life of a fictitious family as they investigate how to prevent, diagnose, and treat disease. Students explore how to detect and fight infections; screen and evaluate the code in human DNA; evaluate cancer treatment options; and prevail when the organs of the body begin to fail. Through real-world cases, students are exposed to a range of interventions related to immunology, surgery, genetics, pharmacology, medical devices, and diagnostics. To begin 2019.

Signatures: [Signature] Counselor 12-19-16 Date
[Signature] Principal 12-19-16 Date
[Signature] Superintendent 12-19-2016 Date
 Updated 02/09/16 Board Approval _____ Date

Camden R-III
Request for Course Addition

Course Number: Near Intro to Engineering Course Title: Biomedical Innovation
 District Department: Science Graduation Department: Science
 Request Effective Date: ASAP
 (Complete any of the following that apply) (Circle appropriate choice)
 Abbreviated Title (20 character max) Subject Type: Advance
Biomedical Innovation Subject Term Type: Yr
5 Credits per Semester Weight: Adv
9 Grade Level for Curriculum Honors: Yes
25 Preferred Class Size Grade Level 12 To 12
 Used for Grading Used for Core GPA
 Used for Core Scheduling Used for HS Transcript
 Used for Marking Attendance
 State Reporting:
 State Code State Type Code
 State Program Code State Sequence Code
 State Testing Method Career-Ed Code
 State Delivery Method State Minutes Per Week
 Will this course require additional staff: Yes No Unknown

Detailed Course Description (type below):
Biomedical Innovation (1 year) PLTW
 In the final course of the PLTW Biomedical Science sequence, students build on the knowledge and skills gained from previous courses to design innovative solutions for the most pressing health challenges of the 21st century. Students address topics ranging from public health and biomedical engineering to clinical medicine and physiology. They have the opportunity to work on an independent design project with a mentor or advisor from a university, medical facility, or research institution. To begin 2020.

Signatures: [Signature] Counselor 12-19-16 Date
[Signature] Principal 12-19-16 Date
[Signature] Superintendent 12-19-2016 Date
 Updated 02/09/16 Board Approval _____ Date

FY18 - Enhancement Grant & 50/50 Requests

	Total Cost	Total Est. Points	Direct \$ Needed
Enhancement Grant	\$ 235,615.00	\$ 161,553.75	\$ 74,061.25
50/50	\$ 114,344.00	\$ 57,172.00	\$ 57,172.00
Total	\$ 349,959.00	\$ 218,725.75	\$ 131,233.25

NOTE: There are 3 tabs to this workbook identifying Enhancement Grant requests and 50/50 requests

Request #	50/50 Program	State Code	Description of Item	Qty	Estimated Unit Cost	Estimated Total Cost	Requestor Share (\$/Qty)	Requestor Share (%)	Direct \$ Needed
1	Computer Upgrade	Other - Software & Hardware	Unit of Certification & Courseware Bundle	20	\$40.00	\$800.00	\$400.00	50.00%	\$800.00
2	Computer Upgrade	Instructional Equipment	Classroom Server	1	\$4,000.00	\$4,000.00	\$2,000.00	50.00%	\$2,000.00
3	Computer Upgrade	Instructional Equipment	SMART 4000 Interactive Display ES	1	\$3,500.00	\$3,500.00	\$1,750.00	50.00%	\$1,750.00
4	Computer Upgrade	Instructional Equipment	Cart for TV	1	\$550.00	\$550.00	\$275.00	50.00%	\$275.00
5	Computer Upgrade	Instructional Equipment	Smart Disc 450	1	\$450.00	\$450.00	\$225.00	50.00%	\$225.00
6	Computer Upgrade	Instructional Equipment	Dell XPS 8900 Desktops	10	\$572.00	\$5,720.00	\$4,760.00	83.40%	\$4,760.00
7	Printer	Other - Software & Hardware	Adobe CC Student	11	\$1,040.00	\$11,440.00	\$1,520.00	13.30%	\$1,520.00
8	Printer	Instructional Equipment	DKR Camera Bundle	23	\$900.00	\$20,700.00	\$5,500.00	26.57%	\$5,500.00
9	Printer	Instructional Equipment	EMEARS Cabot Eye Wireless/Video Transmission	2	\$2,100.00	\$4,200.00	\$2,100.00	50.00%	\$2,100.00
10	Printer	Instructional Equipment	Sony FHX-X180 Full HD XDCAM Handheld Camcorder	2	\$3,000.00	\$6,000.00	\$2,500.00	41.67%	\$2,500.00
11	Printer	Instructional Equipment	Canon DSLR Camera	1	\$1,600.00	\$1,600.00	\$800.00	50.00%	\$800.00
12	Printer	Instructional Equipment	Canon EF 100-400mm f/4.5-5.6L IS II USM Lens	1	\$1,129.00	\$1,129.00	\$1,050.00	93.00%	\$1,050.00
13	Printer	Instructional Equipment	Canon EF 24-70mm f/2.8L II USM Lens	1	\$1,850.00	\$1,850.00	\$925.00	50.00%	\$925.00
14	Printer	Instructional Equipment	Canon EF 100mm f/2.8 macro USM Lens	1	\$700.00	\$700.00	\$350.00	50.00%	\$350.00
15	Printer	Instructional Equipment	Large TV Screen for BAC Lab	1	\$1,000.00	\$1,000.00	\$500.00	50.00%	\$500.00
16	Printer	Instructional Equipment	Large TV for student work - free streaming	1	\$1,000.00	\$1,000.00	\$500.00	50.00%	\$500.00
17	Printer	Instructional Equipment	Canon EOS 18-135mm f/3.5-5.6 IS Lens	1	\$419.00	\$419.00	\$275.00	65.63%	\$275.00
18	Food Fabrication	Other - Hardware	LED lights for lab area	4	\$125.00	\$500.00	\$500.00	100.00%	\$500.00
19	Food Fabrication	Instructional Equipment	Hottop of cooking station	1	\$1,175.00	\$1,175.00	\$587.50	50.00%	\$587.50
20	Food Fabrication	Instructional Equipment	Tube bender with dem. & tube matcher line, V/H	1	\$2,100.00	\$2,100.00	\$1,050.00	50.00%	\$1,050.00
21	Food Fabrication	Other - Hardware	Electrical work for tube bender???	1	\$400.00	\$400.00	\$200.00	50.00%	\$200.00
22	Food Fabrication	Instructional Equipment	Bead roller w/ dies inc. S/H	1	\$1,175.00	\$1,175.00	\$1,087.50	92.59%	\$1,087.50
23	Food Fabrication	Instructional Equipment	Instruction laptop w/ docking station	1	\$1,175.00	\$1,175.00	\$587.50	50.00%	\$587.50
24	Food Fabrication	Instructional Equipment	Laptop for classroom - operate SmartBoard	1	\$1,100.00	\$1,100.00	\$550.00	50.00%	\$550.00
25	Food Fabrication	Instructional Equipment	Laptops for students	18	\$1,000.00	\$18,000.00	\$9,000.00	50.00%	\$9,000.00
26	Food Fabrication	Instructional Equipment	Computer charging cart	1	\$1,000.00	\$1,000.00	\$950.00	95.00%	\$950.00
27	Motor - High School	Instructional Equipment	Ty Gears drive stand	1	\$1,500.00	\$1,500.00	\$750.00	50.00%	\$750.00
28	Motor - High School	Instructional Equipment	Engine stands	2	\$200.00	\$400.00	\$200.00	50.00%	\$200.00
29	Motor - High School	Instructional Equipment	Overhead Valve Engine Training Kit	1	\$2,200.00	\$2,200.00	\$4,000.00	181.82%	\$4,000.00
30	Tools - Intermediate	Instructional Equipment	Non-Operative Structures & Accidents on Rotax Sprayer	1	\$85.00	\$85.00	\$425.00	500.00%	\$425.00
31	Tools - Intermediate	Instructional Equipment	Accidents on Rotax Sprayer	1	\$850.00	\$850.00	\$425.00	50.00%	\$425.00
32	Tools - Intermediate	Instructional Equipment	LED Gears Lights	4	\$125.00	\$500.00	\$500.00	100.00%	\$500.00
33	Tools - Intermediate	Instructional Equipment	Chicken plucker	1	\$1,200.00	\$1,200.00	\$600.00	50.00%	\$600.00
34	Tools - Intermediate	Instructional Equipment	Applied education systems Business & IT Center 21	1	\$699.00	\$699.00	\$349.50	50.00%	\$349.50
Total					\$314,344.00	\$571,720.00			\$271,720.00

50/50 Requests
FY18

Request #	50/50 Program	State Code	Description of Item	Qty	Estimated Unit Cost	Estimated Total Cost	Requestor Share (\$/Qty)	Requestor Share (%)	Direct \$ Needed
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Total					\$314,344.00	\$571,720.00			\$271,720.00



Camdenton R-III School District
Everyone Learning Every Day

PO Box 1409
 Camdenton, MO 65020-1409
 Phone: 573-346-9213 · Fax: 573-346-9211

Superintendent
 Tim Hadfield, Ed.D.
 Assistant Superintendents
 Ryan Neal, Ed.D.
 Julie Dill, Ed.D.

December 28, 2016

Please find the attached federal budget amendments. These amendments will align our local budget with the approved DESE grant application dollar amounts. Please let me know if you have any questions.

Thanks!

Julie K. Dill

Program	From	To	Amend Dollar Amount in New Code
LCTC-Career Ed	117-1331-6371-110-332	117-1336-6371-110-236	\$850.00
	117-1332-6411-110-427	117-1381-6411-110-236	\$400.00
	117-1332-6411-110-427	117-1331-6431-110-236	\$4,000.00
	117-1331-6371-110-332	117-1336-6371-110-236	\$850.00
	117-1341-6411-110-427	117-1341-6411-110-427	\$750.00
	ADD-Direct Cost to match DESE grant App	117-1332-6363-110-427	\$878.19
	117-1331-6332-110-332	117-1336-6332-110-236	\$14,000.00
		117-1381-6411-110-236	\$400.00
	117-1331-6413-110-322	117-1336-6413-110-236	\$4500.00
	117-1331-6414-110-332	117-1336-6414-110-236	\$1500.00
	117-1331-6431-110-000	117-1331-6431-110-236	\$4000.00
		117-1361-6431-110-236	\$13,425.00
	117-1332-6343-110-000	117-1336-6343-110-236	\$3,000.00
		117-2214-6344-110-236	-\$0-
	117-1351-6343-110-427	117-1661-6343-110-427	\$1,854.40
	117-1351-6411-110-427	117-1661-6411-110-427	\$-0-
		207-1381-6111-110-427	\$18987.50
		207-1381-6111-110-322	\$30,000.00
		207-1381-6111-110-236	\$7,230.00
	ADD Tech Centers That Work	117-1335-6344-110-236	\$18,750.00
	117-2214-6344-110-236	117-1335-6344-110-236	\$532.56

BOARD OF EDUCATION

Chris C. McElyea, President
 Tom Williams, Member
 Nancy A. Masterson, Vice President
 Courtney R. Hukett, Member
 Selma Barbour, Treasurer
 Laura Davis, Member
 Jackie Schulte, Member
 Linda Leu, Secretary

Program	From	To	Amend Dollar Amount in New Code
PLTW	117-1161-6411-205-331	Match PLTW DESE Grant Application -Supplies	\$6,660.00
	117-1161-6343-205-331	Match PLTW DESE Grant Application -Travel	\$1,000.00
	117-1161-6344-205-331	Match PLTW DESE Grant Application-Prof Development	\$2,000.00
	117-1161-6543-205-331	Match PLTW DESE Grant Application-Technology	\$14,840.00
Title Programs	207-2210-6131-000-465	117-2213-6411-000-465	\$6,975.00
	207-2210-6131-000-465	117-2213-6343-000-465	\$69,725.00
	117-2111-6334-000-451	117-2111-6343-000-451	\$10,000.00
	117-2111-6332-000-451	117-2111-6391-000-451	\$5,000.00
	117-2213-6344-000-451	117-1251-6311-000-451	\$57,630.00
	Match to DESE Title Application Revenues-Title I	117-000-5451-000-451	\$519,669.34
	Match to DESE Title Application Revenues-Title I	207-000-5451-000-451	\$893,546.39
	Match to DESE Title Application Revenues-Title II	207-000-5465-000-465	\$84,691.00
	Match to DESE Title Application Revenues-Title II	117-000-5465-000-465	\$76,475.00
	Match to DESE Title Application Revenues-Title III	117-000-5462-000-462	\$17,066.68
	Match to DESE Title Application Revenues-Title VI.B	207-000-5492-000-492	\$90,430.00
	207-2210-6131-000-465	117-2213-6391-000-465	\$6,500.00

SERVICE AGREEMENT

THIS SERVICE AGREEMENT is dated and effective as of February 1, 2017 ("Effective Date"), by and between MEDTRAK SERVICES, LLC, a Missouri limited liability company ("MedTrak"), and CAMDENTON RIII SCHOOL DISTRICT, organized under the laws of the State of Missouri ("Client").

WHEREAS, Client is a Plan Sponsor that desires to provide a pharmacy benefit to its Eligible Members;

WHEREAS, MedTrak is engaged in the business of administering pharmacy benefits for Plan Sponsors; and

WHEREAS, Client desires to engage MedTrak to administer the Pharmacy Benefit on behalf of Client in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. DEFINITIONS

1.1 "Agent" shall mean a third party administrator, consultant, trustee(s), or any other party or entity appointed or authorized by Client to represent Client in its relationship with MedTrak.

1.2 "Agreement" shall mean this Service Agreement (including all exhibits, addenda, amendments, and other attachments, if any) between Client and MedTrak, as may be amended or modified from time to time.

1.3 "Cardholder" shall mean an Eligible Member to whom Client (or its Agent) or MedTrak has issued an identification card (or form), whose name and identification number appear on the identification card (or form), and whose identification card (or form) is valid.

1.4 "Claim" shall mean a request from a Participating Pharmacy or a Cardholder to process and adjudicate a Covered Medication for an Eligible Member.

1.5 "Covered Medication" shall mean any Drug Product prescribed by a Physician for an Eligible Member that meets the requirements for coverage as set forth in the Plan.

1.6 "Dependent" shall mean an Eligible Member who is related to a Cardholder, as identified by Client (or its Agent).

1.7 "Drug Product" shall mean a drug whose active ingredient(s), strength(s), and dosage form are listed in the "Approved Drug Products with Therapeutic Equivalence Evaluations" (commonly known as the "Orange Book"), which is an official publication of the U.S. Food and Drug Administration ("FDA").

1.8 "Eligible Member" shall mean an individual who is enrolled in a Plan and who is entitled to receive reimbursement for, or payment of, Covered Medications under the Pharmacy Benefit for the Plan in which the individual is enrolled.

1.9 "Formulary" shall mean a standard preferred list of Covered Medications, as determined by the MedTrak Pharmacy & Therapeutics Committee (or such other Pharmacy & Therapeutics Committee as designated by MedTrak and agreed to by Client), and provided, as necessary, to Physicians, Participating Pharmacies and/or Eligible Members as a guide to the prescribing, dispensing, and purchasing of Covered Medications.

1.10 "Participating Pharmacy" shall mean a duly licensed pharmacy that has signed a Pharmacy Services Agreement (or similarly named agreement) with MedTrak to provide Pharmacy Services to Eligible Members in accordance with the requirements in such agreement.

1.11 "Pharmacy Benefit" shall mean the inclusions, limitations, and exclusions in coverage of Eligible Members, Participating Pharmacies, Physicians, and Covered Medications as set forth in the Plan and as may be amended from time to time by the Plan Sponsor.

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which is attributable to a Plan or its Eligible Members; provided that MedTrak shall pay the balance of any such recovered overpayment to Client, prorated to the amount attributable to Client's Plan or Eligible Members.

2.7 Within the first one hundred and eighty (180) days following the one-year anniversary of the Effective Date, Client may, on its own, or through a nationally-recognized third party accountant or consultant in the pharmacy benefit management field, perform a market check of the pricing terms set forth in this Agreement (the "Market Check"). The Market Check will compare the aggregate value of pricing terms (i.e., the combined net price of (1) Ingredient Cost discounts and dispensing fees from Participating Pharmacies, (2) Manufacturer Derived Revenue and (3) administrative fees) then currently available in the market for companies of similar size, similar participant composition, utilizing a similar formulary and maintaining a similar plan design as Client. The Market Check report prepared by Client or Client's consultant (the "Report") will be submitted to PBM, and PBM will provide its comments to the Report to Client or Client's consultant within fifteen (15) business days of receipt. If the Report finds that then current market conditions would yield a five percent (5%) or more savings over Client's then current program pricing terms, then the PBM agrees to negotiate in good faith a revision to the pricing terms under the PBM Agreement. Such revised pricing terms shall go into effect on the two year anniversary of the Effective Date, unless the parties negotiate a sooner effective date.

3. DUTIES OF CLIENT

3.1 Client agrees and expressly acknowledges that—in the event Client appoints an Agent—MedTrak shall be authorized to deal with Agent in all respects as if it were the Client for purposes of this Agreement, and Client waives any right to the contrary. Client further expressly acknowledges any act or omission by such Agent shall be within the scope and authority of such Agent and binding upon Client and that any agreement Client shall have with Agent shall have no bearing or effect on this Agreement.

3.2 Client (or its Agent) has provided MedTrak, thirty (30) days prior to the Effective Date (and will provide as necessary thereafter), Eligible Member information, including, but not limited to, Cardholder name, Cardholder identification number, Cardholder address, Cardholder birth date, Cardholder eligibility begin date, Cardholder eligibility end date, Dependent name(s), Dependent birth date(s), Dependent eligibility begin date, and Dependent eligibility end date. Client (or its Agent) shall provide such information in a format agreeable to MedTrak. Client agrees that MedTrak may act in reliance upon the accuracy of all Eligible Member information received from Client (or its Agent).

3.3 Client (or its Agent) agrees to distribute, or pay MedTrak to distribute in accordance with Exhibit D, the "Cardholder Information" described in Exhibit A to Cardholders upon receipt from MedTrak or Agent.

3.4 Client (and its Agent) agrees to grant Participating Pharmacies the status of "Client Participating Pharmacies" and to identify such Participating Pharmacies as "Preferred Pharmacies", or other language of like import, on informational materials distributed to Eligible Members and others.

3.5 Client (and its Agent) understands and agrees that MedTrak shall have the right to collect and use aggregate data on Covered Medications and that MedTrak shall have ownership rights to all such data and statistics. Client (and its Agent) further understands and agrees that, in order to provide services hereunder, MedTrak may be required to submit data on Covered Medications to pharmaceutical manufacturers pursuant to the terms of agreements with those pharmaceutical manufacturers; provided, however, that such information furnished to pharmaceutical manufacturers shall not identify Eligible Members by name or otherwise, except in connection with any audit required by such pharmaceutical manufacturers.

3.6 Client (and its Agent) shall not constrain MedTrak from communicating with Eligible Members and/or their Physicians, when necessary, to carry out its obligations as set forth in this Agreement.

3.7 Client shall comply with the HIPAA provisions included in the Business Associate Addendum set forth on Exhibit B, attached hereto and incorporated by this reference.

4. MEDTRAK COMPENSATION

4.1 Client agrees to pay MedTrak by ACH or other form of electronic funds transfer the "Paid Claim Charges", "Administration Charges", and all other applicable charges as set forth in Exhibit D. Client shall make all such payments

1.12 "Pharmacy Services" shall include the dispensing of a Drug Product by a Participating Pharmacy, in accordance with all applicable state and federal laws governing the practice of pharmacy and in accordance with the standards of practice in the communities in which the Participating Pharmacy operates.

1.13 "Physician" shall mean any Doctor of Medicine or other health care practitioner who is legally authorized to prescribe Drug Products in the state(s) in which he/she is licensed.

1.14 "Plan" shall mean the agreement or other arrangement between an Eligible Member and his/her Plan Sponsor that entitles the Eligible Member to receive reimbursement for, or payment of, medical expenses, including, without limitation, Covered Medications.

1.15 "Plan Sponsor" shall mean an employer, employer coalition, health insurer, managed care organization, association, union health and welfare trust, government agency, third party administrator, or other such organization that is obligated to pay for Covered Medications dispensed to Eligible Members.

1.16 "Point-of-Sale" or "POS" shall mean the on-line, real-time telecommunication system used by MedTrak to communicate information regarding eligibility, Claims, drug utilization, and other information to a Participating Pharmacy.

1.17 "System" shall mean the hardware and the software used to process Claims.

2. DUTIES OF MEDTRAK

2.1 MedTrak agrees to provide, through its Participating Pharmacies, Covered Medications to Eligible Members in accordance with the terms of this Agreement, if such Eligible Members present a prescription order or refill from a Physician and a valid identification card (or form) at Participating Pharmacies signifying their entitlement to such Covered Medications.

2.2 MedTrak agrees to provide "Administration Services", as described in Exhibit A, including, but not limited to, the processing and adjudication of Claims for Covered Medications submitted by Participating Pharmacies for Eligible Members.

2.3 MedTrak shall allow Client (and its Agent) to use the name of MedTrak for purposes of marketing, informing Eligible Members and others of the identity of Participating Pharmacies, and as otherwise necessary to carry out the terms of this Agreement. Notwithstanding the foregoing, MedTrak hereby reserves the right, in its sole discretion, to require Client (and/or its Agent) to cease using the name of MedTrak for any reason whatsoever.

2.4 MedTrak shall use reasonable efforts to provide Client with assistance in coordinating and responding to formal complaints or appeals from Eligible Members under the Plan; however, MedTrak will not be responsible or liable in any manner for Client's compliance or non-compliance with the terms and conditions of the Plan or applicable laws or regulations regarding responding to Eligible Members' complaints or appeals. Client is solely responsible for the review and final resolution of complaints from Eligible Members. MedTrak shall review the appeal of eligible denied claims pursuant to the process set forth on Exhibit C.

2.5 MedTrak acknowledges that in administering Client's Pharmacy Benefit, MedTrak will receive health information from Client such that MedTrak will be considered to be Client's "Business Associate," as that term is defined by the Health Insurance Portability and Accountability Act of 1996, and the implementing regulations governing privacy and security of certain information thereunder ("HIPAA"). Specifically, with respect to protected health information ("PHI") as that term is defined by HIPAA, MedTrak agrees to comply with the provisions in the Business Associate Addendum set forth on Exhibit B, attached hereto and incorporated by this reference.

2.6 MedTrak may, at its sole discretion, audit Participating Pharmacies to ensure the Participating Pharmacies' compliance with their contracts with MedTrak. Selection of Participating Pharmacies and the method of audit shall be determined solely by MedTrak. MedTrak, in its discretion, may perform the audit or select an outside firm to perform the audit. To compensate MedTrak for the cost of conducting such audits, MedTrak shall be entitled to retain twenty percent (20%) of any overpayment to any Participating Pharmacy that is detected and recovered as a result of any such audit, and

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twice a month within ten (10) days of the invoice statement date. Client agrees to pay interest at a rate of one and one-half percent (1.5%) per month on any balance due at the time of the next billing, however, in no event shall such interest rate be greater than the highest rate permitted by applicable law. Client acknowledges that, in the event Client fails to pay any Paid Claim Charges, Administration Charges, or other applicable charges, or interest due within thirty (30) days of the invoice statement date, MedTrak reserves the right to immediately suspend all POS system activity until Client makes payment to MedTrak in full and/or to offset any amounts owed by MedTrak to Client pursuant to this Agreement.

4.2 Client acknowledges that, in the event Client requests MedTrak to provide services that are not defined in this Agreement, Client shall pay additional charges, which shall be mutually agreed upon by both parties in writing.

4.3 MedTrak uses Average Wholesale Price (often referred to as AWP), and as defined on Exhibit D, as its Drug Product pricing statistic to calculate "Paid Claim Charges," as defined and described in Exhibit D. If, for any reason, MedTrak decides to change its Drug Product pricing statistic ("Change Event"), then MedTrak shall notify Client sixty (60) days prior to the implementation date of such change ("Change Date"). If the methodology for calculating Paid Claim Charges using the new Drug Product pricing source would result in a material increase or decrease in Paid Claim Charges to Client, the parties shall mutually agree on an adjustment factor to be applied to the Paid Claim Charges incurred on and after the Change Date that is equivalent to the Paid Claim Charges increase or decrease experienced by Client due to the Change Event. If the parties cannot mutually agree to an adjustment factor by the Change Date, then either party hereto may terminate this Agreement upon thirty (30) days' prior written notice.

5. TERM

5.1 The term of this Agreement shall commence on the Effective Date and continue for a period of three (3) years (the "Initial Term"). At the end of the Initial Term, this Agreement shall automatically renew for successive one (1) year periods (each, a "Renewal Term"), unless either party hereto provides written notice to the other party at least ninety (90) days prior to the expiration of the then-current term of its intent to either terminate or renegotiate this Agreement. Notwithstanding the foregoing, in the event Client transitions to a fully-insured arrangement or ceases to offer an employee health plan, Client shall have the option to terminate this Agreement as of the date of such transition by providing thirty (30) days prior written notice to MedTrak.

5.2 Either party hereto may terminate this Agreement if the other party materially breaches its obligations. The termination must be by written notice specifically identifying the breach, and such termination shall become effective thirty (30) days after the notice, unless the breach is corrected during the thirty (30)-day period (the "Cure Period"). MedTrak shall provide Pharmacy Benefit Administration Services on all Covered Medications submitted prior to the termination date.

5.3 MedTrak is the exclusive provider to Client of the Pharmacy Benefit Administration Services as described in this Agreement. During the term of this Agreement, Client shall not directly or indirectly engage any individual, proprietorship, partnership, or corporation operating the same or similar business as MedTrak, including, without limitation, Pharmacy Services provided through the mail or other similar delivery system.

5.4 In the event this Agreement is terminated due to (i) Client's breach pursuant to Section 5.2 of the Agreement, (ii) Client's early termination of this Agreement, or (iii) Client's ceasing to use MedTrak's Pharmacy Benefit Administration Services prior to the expiration of the Initial Term or any Renewal Term hereof (each, a "Client Wrongful Termination"), MedTrak and Client acknowledge and agree that MedTrak will suffer damages (including without limitation lost profits), which will be difficult to determine during any subsequent litigation. In order to compensate MedTrak for such difficult-to-determine damages, MedTrak shall be entitled to receive liquidated damages from Client as calculated in the Section 5.4, and which liquidated damages are intended as a measure of compensation to MedTrak rather than as a penalty or punishment to Client. The amount of liquidated damages to which MedTrak shall be entitled hereunder shall be the estimated amount of net revenue ("Net Revenue") MedTrak would have received under this Agreement, if not for the Client Wrongful Termination. This amount shall be calculated by multiplying the Average Monthly Net Revenue (as defined below) by the number of months remaining under the Initial Term or Renewal Term, as applicable. The "Average Monthly Net Revenue" shall equal the amount of Net Revenue received by MedTrak from Client during the twelve-month period immediately preceding the Client Wrongful Termination, divided by twelve (12); provided, however, in the event the Client Wrongful Termination occurs less than twelve (12) months after the Effective Date, the Average Monthly Net Revenue shall equal the amount of Net Revenue received by MedTrak from Client since the Effective Date, divided by the number of full

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calendar months since the Effective Date. The parties acknowledge and agree that nothing contained in this Section 5.4 shall be deemed to restrict Client's rights to recover damages from MedTrak in the event of MedTrak's breach of this Agreement.

5.5 A breach by MedTrak of any material provision of this Agreement shall constitute a material breach of the Agreement and shall provide grounds for termination of the Agreement by the Client; provided MedTrak is unable to cure such breach within the applicable cure period provided in the Agreement. Notwithstanding the foregoing, Client may terminate the Agreement, without penalty, effective immediately, if (i) MedTrak is named as a defendant in a criminal proceeding for a material violation under HIPAA; or (ii) a finding or stipulation that MedTrak violated any standard or requirement of HIPAA or any other applicable laws relating to the security or privacy of PHI, or which is entered against MedTrak in any administrative or civil proceeding in which MedTrak has joined.

6. CONFIDENTIALITY

6.1 MedTrak retains the exclusive rights to the names MedTrak Services, LLC, MedTrak Services, MedTrakRx, and MedTrak, together with any distinctive trademark and/or service mark that may hereinafter be adopted.

6.2 All confidential and proprietary information of MedTrak ("MedTrak Confidential Information") includes, but is not limited to, MedTrak's System information, reporting packages, proprietary software and user documentation, manuals, Formulary documents, Participating Pharmacy agreements, any information about MedTrak's rates, fees or charges, this Agreement and its terms and conditions, and any additional information typically considered confidential and proprietary. Client (and its Agent) shall not use any MedTrak Confidential Information or disclose it to any third party, at any time during or after termination of this Agreement, except as specifically contemplated in this Agreement or upon MedTrak's prior written consent. Upon termination of this Agreement, Client (and its Agent) shall cease using all MedTrak Confidential Information provided to Client (or its Agent) by MedTrak and shall return the same to MedTrak immediately upon MedTrak's request.

6.3 The parties shall maintain the confidentiality of any information relating to Eligible Members in accordance with any applicable laws and regulations. However, the parties acknowledge that—in providing services under this Agreement—MedTrak shall obtain confidential information about Eligible Members and may distribute such confidential information to Client (and its Agent), Participating Pharmacies, and Physicians. Client shall ensure that there is adequate release from Eligible Members, or that release of confidential information relating to Eligible Members is otherwise proper, in regard to any information about Eligible Members provided to MedTrak or by MedTrak to Client (or its Agent), Participating Pharmacies, or Physicians. Client (and its Agent) shall also ensure that its use of Eligible Member information is in compliance with applicable laws and regulations.

6.4 The parties hereto shall maintain appropriate records relating to their responsibilities under this Agreement. Annually during the term of this Agreement and once during the year immediately following termination of this Agreement upon reasonable prior notice and during normal business hours, each party hereto may have reasonable access to the records of the other party directly relating to such other party's responsibilities and performance under this Agreement. The scope of such audit will be limited to Eligible Member Claims adjudicated in the Agreement year immediately preceding the year in which the audit is conducted. Each party hereto shall pay the reasonable cost of copying records requested from the other party during an audit hereunder, and any other reasonable reproduction costs incurred by the other party in complying with the audit request. A third party may be allowed or designated by the auditing party hereunder to conduct an audit with the prior written consent of the party hereto whose records are to be audited, which consent shall not be unreasonably withheld; provided, however, that the audited party shall have the right to refuse the auditing party's auditor if the proposed auditor reasonably may acquire a competitive advantage by gaining access to the audited party's confidential information as described in this Section 6. In addition, the third party auditor shall enter into a reasonable confidentiality agreement with the audited party prior to conducting any audit hereunder.

7. RELATIONSHIP OF THE PARTIES

7.1 Client specifically acknowledges that MedTrak shall have no fiduciary duties whatsoever to Client or any Eligible Member either arising under this Agreement or under any Plan. Client and MedTrak acknowledge and agree that MedTrak has no discretionary authority or discretionary control to negotiate on behalf of Client (or its Agent, any Plan, or Plan Sponsor) any prices, rates, rebates, discounts or other terms for Pharmacy Services. Client acknowledges that it, or its

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Agent or Plan Sponsor, will retain at all times sole authority to control and administer its Plan and its Pharmacy Benefit, including without limitation any Eligible Member complaints or appeals under such Plan.

7.2 Client and MedTrak are separate and independent entities. They recognize that they are neither partners nor joint ventures and that they are not liable for, assuming, or guaranteeing the debts and obligations of each other. No provision of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between Client and MedTrak other than that of independent entities contracting with each other solely for the purpose of fulfilling the provision of this Agreement. Neither of the parties hereto, nor any of their respective representatives, shall be construed to be the agent, the employer, or the representative of the other except for the limited purpose stated in Section 7.3 below.

7.3 Nothing expressed or implied in this Agreement is intended to confer—nor shall anything herein confer—any rights, remedies, obligation, or liabilities whatsoever upon any person other than the Client, MedTrak, and their respective successors and assigns.

7.4 Client acknowledges and agrees that MedTrak (i) is acting solely in the capacity as Client's paying agent in processing claims and making payments from funds provided by Client as part of its Administrative Services as described in Exhibit A, and (ii) will not provide 1099 forms to any Participating Pharmacy or claim recipient who is paid by MedTrak. The Client shall be responsible for filing all state and federal reporting forms, if any, with respect to such claim payments.

7.5 MedTrak shall indemnify and hold Client harmless from and against any liabilities, claims, damages, injuries, costs, expenses and fees, including reasonable attorneys' fees, whether relating to persons or property (collectively, "Losses") related to any claim, order, suit, investigation, or action by a third party (a "Claim") which arises out of (i) the willful misconduct or negligent acts or omissions of MedTrak, or (ii) any breach of this Agreement by MedTrak.

7.6 Client shall indemnify and hold MedTrak harmless from and against any Losses related to any Claim which arises out of (i) the willful misconduct or negligent acts or omissions of Client, (ii) any breach of this Agreement by Client, or (iii) the benefit design or coverage decisions under the Plan.

7.7 In the event either party intends to seek indemnification under Section 7.5 or 7.6, such party shall promptly notify the other party in writing upon learning of a Claim for which indemnification will be sought. However, a failure to provide such notice will only limit the indemnifying party's obligation to indemnify to the extent the ability to defend was jeopardized due to the failure to provide prompt notice.

7.8 Except as provided in Section 5.4 hereof, neither party (nor their respective employees, directors, affiliates, or agents) shall be liable to the other for any special, consequential, incidental, indirect, punitive, or exemplary damages. Except as set forth in Sections 7.5 and 7.6, neither party's liability to the other shall exceed the direct, actual Losses related to a breach of this Agreement.

8. MISCELLANEOUS

8.1 The terms of this Agreement shall be governed by the laws of the state of Missouri.

8.2 This Agreement may not be amended, supplemented or changed in any manner except by a written instrument executed by both parties.

8.3 This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective heirs, personal representatives, executors, administrators, successors and assigns. Either party hereto may assign its respective rights hereunder to any successor or assign as long as such successor or assign also assumes all of the obligations of the party making such assignment. Client acknowledges that persons and entities under contract with MedTrak may perform certain administrative services pursuant to this Agreement, provided that MedTrak (or its assignee) shall remain responsible for the proper performance of its obligations in accordance with the terms of this Agreement. The obligations of Client hereunder may not be assigned nor any portions of Client's duties subcontracted without the prior written consent of MedTrak, which shall not be unreasonably withheld.

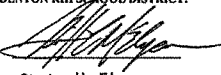
8.4 The use of the masculine, feminine or neuter gender and the use of the singular and plural shall not be to give the effect of any exclusion or limitation herein.

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IN WITNESS WHEREOF, the parties hereto have executed this contract at the City of Overland Park, the County of Johnson, the State of Kansas, as of the date first set forth above.

CAMDENTON RIII SCHOOL DISTRICT:

MEDTRAK SERVICES, LLC:

By: 
Name: Chris McElyea
Title: Board President

By: _____
Name: Mark K. Fendler
Title: President

[Signature Page Follows]

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Exhibit A
Administration Services

MedTrak will:

- Maintain a network of independently contracted Participating Pharmacies to provide Covered Medications to Eligible Members.
- Design the Pharmacy Benefit in the System and activate the POS system on the Effective Date.
- Load and test Eligible Member information in the System. MedTrak requires a minimum of two weeks to test the accuracy of the initial Eligible Member information provided. MedTrak is not responsible for inaccuracies in initial Eligible Member information in the System until such time as MedTrak has tested it.
- Process and adjudicate Claims for Covered Medications submitted by Participating Pharmacies for Eligible Members, including:
 - Verification that the Eligible Member is eligible on the date the Drug Product is dispensed.
 - Verification that the Drug Product dispensed is a Covered Medication.
 - Verification that the supply of the Drug Product dispensed is in the quantity permitted under the Plan Sponsor's Plan.
 - Pricing of the Claim.
 - Production and issuance of explanations of benefits (EOBs) for out-of-network Claims.
 - Production and issuance of Claims checks.
 - Tracking or application of any Eligible Member Deductible (as defined on Exhibit D), Copayment (as defined on Exhibit D), or Pharmacy Benefit maximum.
- Maintain the Claims data supporting the invoice statements for Covered Medications dispensed by Participating Pharmacies and by non-Participating Pharmacies.
- Provide Plan Sponsor with access to standard management reports.
- Produce and distribute Cardholder Information, which includes:
 - Identification Cards (or Forms)
 - Plan information
 - Participating Pharmacy directory
 - Formulary (if necessary)
- Conduct retrospective and concurrent drug utilization review and coordinate with Physicians to identify instances of misuse and abuse and prevent future misuse and abuse.
- When specifically requested by Client, implement a Therapeutic Intervention Program, which is a proprietary program created by MedTrak to educate Eligible Members and their Physicians about preferred Drug Products on the Formulary and encourage Physicians to prescribe, and Eligible Members to use, said Drug Products.
- Conduct an annual member satisfaction survey and report results to Client if Client agrees to distribute the survey instrument through Client's internal email system.
- Provide prior authorization ("Prior Authorization") services as set forth and directed by the Client for the Drug Products designated in Pharmacy Benefit implementation documents, as may be updated by the Client from time to time. Drug Products subject to Prior Authorization must meet Client-approved coverage criteria for any such Drug Product to qualify as a Covered Medication. To determine whether any Drug Product should be authorized for coverage under the Plan, MedTrak will apply the applicable coverage criteria and rely on information provided by the Eligible Member's prescriber. MedTrak will not attempt to make a determination of medical necessity and shall rely on the medical determination made by the prescriber to make a coverage determination.

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- n) **Unsecured PHI.** "Unsecured PHI" shall have the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- Relationship of Parties**

In the performance of the work, duties, and obligations described in this Addendum, the Agreement, or under any other agreement between the parties, the parties acknowledge and agree that each party is at all times acting and performing as an independent contractor and at no time shall the relationship between the parties be construed as a partnership, joint venture, employment, principal/agent relationship, or master/servant relationship.
- Obligations and Activities of MedTrak**

 - MedTrak agrees to not use or disclose PHI other than as permitted or required by this Addendum, the Agreement, any other agreement between the parties, or as Required By Law.
 - MedTrak will make reasonable efforts, to the extent practicable, to limit requests for and the use and disclosure of PHI to a Limited Data Set (as defined in 45 C.F.R. § 164.514(e)(2)) or, if needed by MedTrak, to the minimum necessary PHI to accomplish the intended purpose of such use, disclosure or request, and as applicable, in accordance with the regulations and guidance issued by the Secretary on what constitutes the minimum necessary for MedTrak to perform its obligations to Client under this Addendum, the Agreement, any other agreement between the parties, or as Required By Law.
 - MedTrak agrees to use appropriate safeguards to prevent the use or disclosure of PHI it creates, receives, maintains, or transmits on behalf of Client, other than as provided for by this Addendum or the Agreement.
 - MedTrak agrees to implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic PHI that it creates, receives, maintains or transmits on behalf of Covered Entity. Business Associate shall comply with the applicable requirements of the Security Rule in the same manner such provisions apply to Covered Entity.
 - MedTrak agrees to mitigate, to the extent practicable, any harmful effect that is known to MedTrak of a use or disclosure of PHI by MedTrak in violation of the requirements of this Addendum.
 - MedTrak agrees to report to Client any use or disclosure of PHI not provided for by this Addendum of which it becomes aware. To the extent that MedTrak creates, receives, maintains or transmits Electronic PHI, MedTrak agrees to report as soon as practicable to Client any Security Incident, as determined by MedTrak, involving PHI of which MedTrak becomes aware. Notwithstanding the foregoing, MedTrak and Client acknowledge the ongoing existence and occurrence of attempted but unsuccessful Security Incidents that are trivial in nature, such as pings and port scans, and Client acknowledges and agrees that no additional notification to Client of such unsuccessful Security Incidents is required. However, to the extent that MedTrak becomes aware of an unusually high number of such unsuccessful Security Incidents due to the repeated acts of a single party, MedTrak shall notify Client of these attempts and provide the name, if available, of said party. At the request of Client, MedTrak shall identify the date of the Security Incident, the scope of the Security Incident, MedTrak's response to the Security Incident, and the identification of the party responsible for causing the Security Incident, if known.
 - In accordance with 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, MedTrak agrees to ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of MedTrak agree to the same restrictions, conditions, and requirements that apply through this Addendum to MedTrak with respect to such information.
 - MedTrak shall provide access, at the request of Client and in a time and manner mutually acceptable to MedTrak and Client, to PHI in a Designated Record Set to Client, or, as directed by Client, to an individual or another person properly designated by the Individual, as necessary to satisfy Client's obligations under 45 C.F.R. § 164.524. If MedTrak maintains PHI electronically in a Designated Record Set and if an Individual requests an electronic copy of such information, MedTrak must provide Client, or the Individual or person properly designated by the Individual, as directed by Client, access to the PHI in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by MedTrak, Client, and the Individual. Any fee that MedTrak may

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Exhibit B

Business Associate Addendum

THIS BUSINESS ASSOCIATE ADDENDUM ("Addendum") is effective as of the date of the agreement between Client (a Covered Entity) and MedTrak (a Business Associate) to which this Addendum is attached (the "Agreement"). Pursuant to the Agreement, MedTrak performs certain services for Client, in connection with which MedTrak may receive from, or create or receive on behalf of, Client health information that is considered PHI (as defined below). To the extent that such PHI is shared between the parties, this Addendum shall apply and shall set forth each party's obligations with respect to such PHI. In consideration of the mutual covenants and agreements contained herein, the parties agree as follows:

TERMS

- Definitions**

Terms used, but not otherwise defined, in this Addendum shall have the same meaning as those terms in the HIPAA Rules (as defined below), the HITECH Standards (as defined below) or any future regulations promulgated or guidance issued by the Secretary (as defined below) thereunder.

 - Breach.** "Breach" shall have the same meaning as the term "breach" at 45 C.F.R. § 164.402.
 - Electronic Health Record.** "Electronic Health Record" shall mean an electronic record of health-related information on an individual (as defined below) that is created, gathered, managed, and consulted by authorized health care clinicians and staff.
 - Electronic PHI.** "Electronic PHI" shall have the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by MedTrak from or on behalf of Client.
 - HIPAA.** "HIPAA" shall mean the Health Insurance Portability and Accountability Act of 1996, as amended, and the implementation regulations thereunder, including without limitation the HIPAA Rules (as defined below) and the HITECH Standards (as defined below), and all future regulations promulgated thereunder.
 - HIPAA Rules.** "HIPAA Rules" means each of the Privacy Rule (as defined below), the Security Rule (as defined below), the Breach Notification Rule, and the Enforcement Rule at 45 CFR Part 160 and Part 164.
 - HITECH Standards.** "HITECH Standards" means Subtitle D of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), found at Title XIII of the American Recovery and Reinvestment Act of 2009, and any regulations promulgated thereunder, including all amendments to the HIPAA Rules.
 - Individual.** "Individual" shall have the same meaning as the term "individual" at 45 C.F.R. § 160.103, and any amendments thereto, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
 - Privacy Rule.** "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164.
 - Protected Health Information.** "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, and any amendments thereto, limited to the information created or received by MedTrak from or on behalf of Client.
 - Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
 - Secretary.** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
 - Security Incident.** "Security Incident" shall have the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
 - Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic PHI at 45 C.F.R. Parts 160, 162, and 164.

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- charge for such electronic copy shall not be greater than MedTrak's labor and supply costs in responding to the request.
- MedTrak agrees to make any amendment(s) to PHI in its possession contained in a Designated Record Set as directed or agreed to by Client pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Client's obligations under 45 CFR 164.526, in a time and manner mutually acceptable to MedTrak and Client.
 - MedTrak agrees to document disclosures of PHI and information related to such disclosures as would be required for Client to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. As of the compliance date set forth in the regulations promulgated under HITECH or as otherwise determined by the Secretary, in addition to the accounting of disclosure obligations required under 45 C.F.R. § 164.528, MedTrak shall account for all disclosures of PHI made through an Electronic Health Record in accordance with the HITECH Standards and any future regulations promulgated thereunder.
 - Within ten (10) business days (or such other date that MedTrak and Client may reasonably agree upon) of receiving written notice from Client that Client has received a request for an accounting of disclosures of PHI, MedTrak agrees to make available the information collected as required to permit Client to provide an accounting of disclosures as necessary to satisfy Client's obligations under 45 C.F.R. § 164.528.
 - MedTrak shall make its internal practices, books, and records, relating to the use and disclosure of PHI received from, or created or received by MedTrak on behalf of Client, available to the Secretary for purposes of determining Client's or MedTrak's compliance with the HIPAA Rules.
 - To the extent MedTrak is to carry out one or more of Client's obligation(s) under Subpart E of 45 CFR Part 164, MedTrak shall comply with the requirements of Subpart E that apply to Client in the performance of such obligation(s).
- Permitted Uses and Disclosures**

Except as otherwise limited in this Addendum:

 - MedTrak reserves the right to use PHI for the proper management and administration of MedTrak, to carry out the legal responsibilities of MedTrak, and to provide data aggregation services to Client.
 - MedTrak may use or disclose PHI to perform functions, activities, services, Payment activities, or Health Care Operations for, or on behalf of, Client provided that such use or disclosure would not violate the Privacy Rule if done by Client.
 - MedTrak may disclose PHI in its possession for the proper management and administration of MedTrak, provided that disclosures are Required by Law, or MedTrak obtains reasonable assurances from the third party to whom the information is disclosed that such PHI will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the third party, and the third party notifies MedTrak of any instances of which it is aware in which the confidentiality of the PHI has been breached.
 - Obligations of Client**

 - Client shall notify MedTrak in writing of any limitation(s) in its notice of privacy practices, to the extent that such limitation may affect MedTrak's use or disclosure of PHI.
 - Client shall notify MedTrak in writing and in a timely manner, of any change in, or revocation of, permission by an individual to use or disclose PHI, to the extent that such change may affect MedTrak's permitted or required use or disclosure of PHI.
 - Client shall notify MedTrak in writing and in a timely manner, of any restriction to the use and/or disclosure of PHI, which Client has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect MedTrak's use or disclosure of PHI.
 - Client shall have entered into a "Business Associate Agreement" with any third parties (e.g., case managers, brokers or third party administrators) to which Client directs and authorizes MedTrak to disclose PHI.

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6. **Permissible Requests by Client**

Client shall not request MedTrak to use or disclose PHI in any manner that would not be permissible under the Privacy Rule or the Security Rule if done by Client.

7. **Termination**

a) **Termination for Cause.** Upon Client's knowledge of a material breach of this Addendum by MedTrak, Client may either:

- i) Provide an opportunity for MedTrak to cure the breach or end the violation and, if MedTrak does not cure the breach or end the violation within the time specified by Client, terminate this Addendum; or
- ii) Immediately terminate this Addendum if MedTrak has breached a material term of this Addendum and cure is not possible.

MedTrak shall ensure that it maintains the termination rights in this Section in any agreement it enters into with a subcontractor pursuant to Section 3(h) hereof.

b) **Effect of Termination.**

i) Except as provided in paragraph (b)(ii) of this Section, upon termination of this Addendum, for any reason, MedTrak, with respect to PHI received from Client, or created, maintained, or received by MedTrak on behalf of Client, shall:

1. Retain only that PHI which is necessary for MedTrak to continue its proper management and administration or to carry out its legal responsibilities;
2. Return to Client or, if agreed to by Client, destroy the remaining PHI that MedTrak still maintains in any form;
3. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to Electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as MedTrak retains the PHI; and
4. Not use or disclose the PHI retained by MedTrak other than for the purposes for which such PHI was retained and subject to the same conditions set out in paragraphs (a) and (c) above under "General Use and Disclosure Provisions" which applied prior to termination.

ii) In the event MedTrak determines that returning or destroying the PHI is not feasible, MedTrak shall provide to Client notification of the conditions that make return or destruction not feasible. MedTrak shall extend the protections of this Addendum to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction not feasible, for so long as MedTrak maintains such PHI.

iii) MedTrak's obligations under this Section shall survive the termination of this Addendum.

8. **Miscellaneous**

a) **Regulatory References.** A reference in this Addendum to a section in the Privacy Rule or the Security Rule means the section as in effect or as amended and for which compliance is required.

b) **Amendment.** No change, amendment, or modification of this Addendum shall be valid unless set forth in writing and executed by both parties. Notwithstanding the foregoing, the parties acknowledge that state and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Addendum may be required to ensure compliance with such developments. The parties specifically agree to take such action as may be necessary from time to time for the parties to comply with the requirements of HIPAA. Client shall provide written notice to MedTrak to the extent that any final regulation or amendment to final regulations promulgated by the Secretary under HITECH requires an amendment to this Addendum to comply with HIPAA. The parties agree to negotiate an amendment to the Addendum in good faith.

c) **Interpretation.** Any ambiguity in this Addendum shall be resolved to permit Client and MedTrak to comply with HIPAA.

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**Exhibit C
Appeals Process**

The following is a summary of MedTrak's appeals process related to the Pharmacy Benefit of an Eligible Member, which may be updated from time to time at the discretion of MedTrak or as required by applicable law. The most current version of MedTrak's appeals process is available upon request.

1. **Appealing a Denied Claim**

If a claim for benefits is denied, you may call MedTrak toll free at (800)771-4648 to resolve your issue over the phone. If MedTrak is unable to resolve your issue, you have the right to file a formal appeal as described below. If you wish to appeal a denied request for benefits or a rescission of coverage, you or your authorized representative must submit your appeal in writing as described below within 180 days of receiving the adverse benefit determination.

This written request should include:

1. the participant's name and ID number as shown on the prescription benefits card;
2. the provider's name;
3. the date of service;
4. the reason you disagree with the denial or coverage decision; and
5. any documentation or other written information to support your appeal.

You or your authorized representative may send a written appeal to: MedTrak Services, Clinical Care Center, 7101 College Blvd, Suite 1000, Overland Park, KS 66210; or fax your request to: (866)552-8939.

For denied urgent claims for benefits, your provider may submit a written appeal as described above or call MedTrak toll free at (800)771-4648 to request an appeal.

Note: You may designate an authorized representative who has the authority to represent you in all matters concerning your claim or appeal of a claim determination. If you have an authorized representative, any references to "you" or "participant" herein will also refer to the authorized representative.

2. **Internal Appeal**

MedTrak will conduct a full and fair review of your appeal. The appeal may be reviewed by two pharmacists who did not make the initial benefit determination. If MedTrak upholds the denial, you will receive a written explanation of the facts and basis for the denial and a description of additional appeal procedures, if applicable. If MedTrak overturns the denial and approves the Claim, you will receive notification and Benefits will be paid, as appropriate.

If your urgent care claim was denied, you may request an expedited external review at the same time that you request an expedited internal appeal to MedTrak. Immediately upon receipt of your request for an expedited external review, MedTrak will determine whether the request meets the reviewability requirements for an external review. Immediately upon completing this review, MedTrak will (i) submit the request to an independent review organization for external review, (ii) notify you or your provider that the request is not complete, and additional information is needed (along with a list of the information needed to complete the request); or (iii) notify you and/or your provider that the request is complete, but not eligible for review.

3. **Reconsideration - Failure to Meet Coverage Criteria**

MedTrak applies a review process to certain drugs to define the conditions ("Coverage Criteria") under which such drugs will be covered under your pharmacy benefits. These Coverage Criteria are developed by the MedTrak Clinical Care Center and are subject to review and revision from time to time. In the event such Coverage Criteria are not met, the benefit or claim is not a covered benefit, and therefore not eligible for the other appeal rights provided herein. However, you or your provider may request that MedTrak reconsider the application of the Coverage Criteria. Upon receipt of such request, two pharmacists not involved in the initial review will reconsider the Coverage Criteria denial and provide notice to you of the outcome of such reconsideration.

4. **External Review**

If you are not satisfied with the determination made during the internal review, or if MedTrak fails to respond to your appeal within the applicable time, you may be entitled to request an immediate external review of the determination made by MedTrak. If one of the above applies, you may request a free external review of an adverse benefit determination if (i) the determination involves a question of medical judgment; (ii) coverage was terminated retroactively; or (iii) if it is otherwise required by applicable law. You may also have the right to pursue external review in the event that MedTrak has failed to

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comply with the internal claims and appeals process, except if such failure is related to minor violations that did not cause, and are not likely to cause, you harm.

You may request (i) a standard external review by sending a written request to the address set out in the determination letter or (ii) an expedited external review, in urgent situations as detailed below, by calling MedTrak toll free at (800)771-4648 or by sending a written request to the address set out in the determination letter. A request must be made within 120 days from the date of the final external determination from MedTrak. An external review request should include (i) a specific request for an external review; (ii) the participant's name, address, and insurance ID number; (iii) your authorized representative's name and address, when applicable; (iv) the service that was denied, the date of service, the provider's name; and (v) any new, relevant information that was not provided during the internal appeal. An external review will be performed by an Independent Review Organization (IRO). MedTrak has entered into agreements with three or more IROs that have agreed to perform such reviews. There are two types of external reviews available, a standard external review and an expedited external review.

5. **Standard External Review**

Within the applicable time frame, MedTrak will review the external review request to determine whether (i) the applicable member was covered under the Plan at the time the prescription drug product or service at issue in the request was provided or requested; (ii) the applicable internal appeals have been exhausted; and (iii) all the information and forms required to process the request have been provided. Following review, MedTrak will forward the information to the appropriate IRO, which is determined by rotating review assignments among the IROs. MedTrak will provide the assigned IRO with the documents and information considered in making the determination. The documents include (a) all relevant medical records; (b) all other documents relied upon by MedTrak; (c) all other information or evidence that you or your provider submitted regarding the claim; and (d) all other information or evidence that you or your provider wish to submit regarding the claim, including, as explained below, any information or evidence that was not previously provided. If your claim involves an issue of medical judgment or recission that is subject to external review, you may submit in writing to the IRO within ten (10) business days following the date you receive notice from the IRO, any additional information that you want the IRO to consider when conducting the external review. In reaching a decision, the IRO will review the claim without regard to any decisions or conclusions reached by MedTrak. The IRO will provide written notice of its determination (the "Final External Review Decision") within 45 days after it receives the request for the external review (unless the IRO requests additional time and you agree). The IRO will deliver the notice of Final External Review Decision to you and MedTrak, including the basis for its determination. Upon receipt of a Final External Review Decision reversing the determination by MedTrak, MedTrak will notify you within 48 hours of receiving the IRO's decision. The Plan will immediately provide coverage or payment of the Benefits at issue in accordance with the terms and conditions of the Plan. If the Final External Review Decision is that payment or referral will not be made, the Plan will not be obligated to provide benefits for the prescription drug product or service and you will have exhausted your appeal rights. All Final External Review Decisions by an IRO are final and binding on all parties and not subject to further appeal rights.

6. **Expedited External Review**

An expedited external review is similar to a standard external review, except with certain shorter time periods, and the timeframe for you or your provider to submit additional information to the IRO is eliminated. In some instances you may file an expedited external review before completing the internal appeals process. You may make a written or verbal request for an expedited external review if you receive either (i) an adverse benefit determination of a claim or appeal if the adverse benefit determination involves a medical condition for which, in the opinion of your prescriber, the time frame for completion of an expedited internal appeal would seriously jeopardize the life or health of the participant or would jeopardize the participant's ability to regain maximum function and you have filed a request for an expedited internal appeal; or (ii) a final appeal decision, if the determination, in the opinion of your prescriber, involves a medical condition where the time frame for completion of a standard external review would seriously jeopardize the life or health of the participant or would jeopardize the participant's ability to regain maximum function, or if the final appeal decision concerns an admission, availability of care, continued stay, or prescription drug product or service for which the participant received emergency services, but has not been discharged from a facility. Immediately upon receipt of the request, MedTrak will determine whether the participant (i) was covered under the Plan at the time the prescription drug product or service that is at issue in the request was provided; and (ii) has provided all the information and forms required so that MedTrak may process the request. After completing the review, MedTrak will immediately assign an IRO in the same manner MedTrak utilizes to assign standard external reviews to IROs. The IRO will determine if the matter contains an issue involving medical judgment and, upon a determination that a request is eligible for expedited external review, MedTrak will provide all necessary documents and information considered in making the determination to the assigned IRO. The IRO, to the extent the information or documents are available and the IRO considers them appropriate, must consider the same type of information

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and documents considered in a standard external review. In reaching a decision, the IRO will review the claim without regard to any decisions or conclusions reached by MedTrak. The IRO will provide notice of the Final External Review Decision for an expedited external review as expeditiously as the participant's medical condition or circumstances require, but in no event more than 72 hours after the IRO receives the request. If the IRO's notice of the Final External Review Decision is not in writing, within 48 hours of providing such notice, the assigned IRO will provide written confirmation of the decision to you and to MedTrak. All Final External Review Decisions by an IRO are final and binding on all parties and not subject to further appeal rights.

7. **Time Frames**

The following list provides the required timing for the corresponding actions. The timing is based on when the request is received, unless otherwise noted below.

a. **Urgent Care Claims**

- i. If your Request is complete, MedTrak must notify you and your provider of the benefit determination within **72 hours**.
- ii. If your request is incomplete, MedTrak must notify you that it is incomplete within **24 hours**.
 1. You must then provide the completed request to MedTrak within **48 hours** after receiving the notice requiring additional information.
 2. MedTrak must notify you and your provider of the benefit determination within **48 hours** after receiving the additional information.
- iii. If MedTrak denies your request for benefits, you must appeal an adverse benefit determination no later than **180 days** after receiving such determination.
- iv. MedTrak must notify you of the internal appeal decision within **72 hours** of receiving the appeal.

b. **Pre-Service Claims (a Claim submitted prior to receiving the benefit)**

- i. If your request for benefits is filed improperly, MedTrak must notify you within **5 days**.
 - ii. If your request for benefits is incomplete, MedTrak must notify you within **15 days**.
 - iii. You must then provide completed request for benefits information to MedTrak within **45 days**.
 - iv. MedTrak must notify you of the benefit determination within **15 days** of a completed request or upon the receipt of all additional required information if your initial request was incomplete.
 - v. You must appeal an adverse benefit determination no later than **180 days** after receiving such determination.
 - vi. MedTrak must notify you of the internal appeal decision within **15 days** of receiving such appeal.
- c. **Post-Service Claims - a claim submitted after receiving the benefit**
- i. If your claim is incomplete, MedTrak must notify you within **30 days**.
 - ii. You must then provide completed claim information to MedTrak within **45 days**.
 - iii. MedTrak must notify you of the benefit determination **30 days** of a completed claim filing or upon the receipt of all additional required information if your initial claim was incomplete.
 - iv. You must appeal an adverse benefit determination no later than **180 days** after receiving such determination.
 - v. MedTrak must notify you of the internal appeal decision within **15 days** of receiving such appeal.

d. **External Review**

- i. You must submit a request for external review to MedTrak within **120 days** after receiving the internal appeal determination.
- ii. For an expedited external review, the IRO will provide notice of its determination within **72 hours**.
- iii. For a standard external review, MedTrak will complete a preliminary review to ensure the request meets requirements for an external review within **5 business days**.
- iv. You may submit in writing to the IRO any additional information that you want the IRO to consider within **10 business days**.
- v. For a standard external review, the IRO will provide written notice of its determination within **45 days**.

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**Exhibit D
Financial Terms**

1. Definitions

- a. "Average Wholesale Price" or "AWP" shall mean the current wholesale price of a "Drug Product" as established by its manufacturer and as reported in a nationally recognized drug database.
- b. "Brand Drug Product" shall mean a "Drug Product" that is not classified as a "Generic Drug Product".
- c. "Compound Drug" shall mean a formulation containing one or more "Drug Products", which is extemporaneously prepared by a Participating Pharmacy in accordance with a Physician's prescription order.
- d. "Copayment" or "Deductible" shall mean the amount an Eligible Member is required to pay a Participating Pharmacy, in accordance with the terms of the Plan, for a Covered Medication dispensed by the Participating Pharmacy.
- e. "Generic Drug Product" shall mean a Drug Product with an FDA-approved "Abbreviated New Drug Application" (or "ANDA"), provided such Drug Product (i) is available from more than two (2) Drug Product manufacturers and/or (ii) has a "Maximum Allowable Cost".
- f. "Limited Distribution Drug" or "LDD" shall mean a Drug that is only available through a limited number of specialty pharmacies.
- g. "Maximum Allowable Cost" or "MAC" shall mean the maximum cost allowed for a Generic Drug Product, as set by MedTrak from time to time.
- h. "Orphan Drug" shall mean a drug intended for use in a rare disease or condition as defined by the Orphan Drug Act.
- i. "Single-Source Generic Drug Product" shall mean a Drug Product which is indicated when using Medi-Span by (i) a code identifier of "M" or "N" with a Brand Name Code "G" or "B", and (ii) a code identifier of "T" which is available from one (1) manufacturer.
- j. "Specialty Drug" shall mean a high-cost, complex pharmaceutical that has unique clinical, administration, distribution, or handling requirements and is not commonly available through traditional retail or mail pharmacies; excluding, however, all Limited Distribution Drugs and Orphan Drugs.
- k. "Specialty Drug List" shall mean a list of Specialty Drugs, Limited Distribution Drugs, and Orphan Drugs maintained by MedTrak and updated from time to time in the sole discretion of MedTrak.
- l. "Usual and Customary Charge" or "U&C" shall mean the Pharmacy Services price Pharmacy would charge a patron who is not an Eligible Member, if that patron were to pay cash for a Covered Medication. Such price shall reflect any incentive or other discounts that would be offered by Pharmacy to such an individual.

2. Retail Pharmacy Paid Claim Charge

- For each Covered Medication dispensed by a retail Participating Pharmacy to an Eligible Member, Client agrees to pay MedTrak the "Retail Pharmacy Paid Claim Charge", which is the "Retail Pharmacy Service Fee", plus any applicable sales or excise tax or other handling or governmental charge (as determined by law), less any applicable Copayment or Deductible, as described in the Plan. The Retail Pharmacy Service Fee is:
- a. For Brand Drug Products, 30-Day's Supply, the lesser of: (i) AWP - 17% plus a \$1.00 dispensing fee, or (ii) the U&C.
 - b. For Generic Drug Products, 30-Day's Supply, the lesser of: (i) MAC plus a \$1.00 dispensing fee, (ii) AWP - 17% plus a \$1.00 dispensing fee; or (iii) the U&C.

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Specialty Pharmacy program, for each Covered Medication that is a Specialty Drug, and dispensed by a Best-In-Class Specialty Participating Pharmacy, Client agrees to pay MedTrak the "Best-In-Class Specialty Pharmacy Paid Claim Charge", which is the "Best-In-Class Specialty Pharmacy Service Fee", expressed as an AWP discount, plus any applicable sales or excise tax or other handling or governmental charge (as determined by law), less any applicable Copayment or Deductible, as described in the Plan. The Best-In-Class Specialty Pharmacy Service Fee as maintained by MedTrak with the Specialty Drug List, which may be updated from time to time in MedTrak's discretion and provided to Client upon request. The Best-In-Class Specialty Pharmacy Service Fee includes the cost of certain "Ancillary Supplies", including syringes, needles, and alcohol swabs. The Best-In-Class Specialty Pharmacy Service Fee does not include the cost of home infusion supplies, devices and in-home nursing services. MedTrak reserves the right to modify the Specialty Drug List from time to time.

Notwithstanding the foregoing, and subject to the terms and conditions herein, with respect to Specialty Drugs dispensed by authorized BIC Specialty Pharmacies only, MedTrak shall provide Client with the following minimum financial guarantee with respect to Best-In-Class Specialty Pharmacy Service Fees:

Post-AWP Settlement Minimum Discount Guarantees	
Type	Best-In-Class (BIC) Network
Specialty Drugs	AWP - 16% Discount*

The following types of Claims shall be excluded from the foregoing BIC Specialty guarantees: Compound Drug Claims; reversed Claims; OTC Drug Products; Limited Distribution Drugs (which may include Orphan Drugs); U&C Claims; and Claims for any Specialty Drug Products dispensed by a pharmacy that is not a BIC Specialty Pharmacy awarded that particular Specialty Drug Product. Note that with respect to Specialty Drug Products dispensed by a pharmacy that is not a BIC Specialty Pharmacy awarded that particular Specialty Drug Product, MedTrak will bill to Client, and Client shall pay MedTrak, the Non-Best-In-Class Specialty Pharmacy Paid Claim Charge specified further below in this Exhibit D.

This rate includes the cost of certain "Ancillary Supplies", including syringes, needles, and alcohol swabs. The rate does not include the cost of home infusion supplies, devices and in-home nursing services. This rate also does not apply to Limited Distribution Drugs, which are negotiated separately.

This discount guarantee assumes and is conditional upon Client's participation in the BIC Specialty Copay Assistance Tracker program. The calculated savings from each of this program may be credited by MedTrak toward the achievement of the above guaranteed BIC discount.

5. Non-Best-In-Class Specialty Pharmacy Paid Claim Charge

In the event that a Specialty Drug, Limited Distribution Drug, or Orphan Drug is dispensed from a pharmacy other than the Best-In-Class Specialty Participating Pharmacy listed on the Specialty Drug List, Client agrees to pay MedTrak the "Non-Best-In-Class Specialty Pharmacy Paid Claim Charge", which is the "Non-Best-In-Class Specialty Pharmacy Service Fee" plus any applicable sales or excise tax or other handling or governmental charges (as determined by law), less any applicable Copayment and/or Deductible, as described in the Plan. The Non-Best-In-Class Specialty Pharmacy Service Fee is:

- a. For Brand Drug Products, AWP - 11% plus a \$1.00 dispensing fee.
- b. For Generic Drug Products, AWP - 11% plus a \$1.00 dispensing fee.

The Non-Best-In-Class Specialty Pharmacy Service Fee includes the cost of certain "Ancillary Supplies", including syringes, needles, and alcohol swabs. The Non-Best-In-Class Specialty Pharmacy Service Fee does not include the cost of home infusion supplies, devices and in-home nursing services.

The Non-Best-In-Class Specialty Pharmacy Paid Claim Charge does not apply to Limited Distribution Drugs. MedTrak will submit all Claims for Limited Distribution Drugs by Non-Best-In-Class Specialty Pharmacies to Client for authorization.

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- c. For Brand Drug Products, 90-Day's Supply, the lesser of: (i) AWP - 21% plus a \$0.00 dispensing fee, or (ii) the U&C.
- d. For Generic Drug Products, 90-Day's Supply, the lesser of: (i) MAC plus a \$0.00 dispensing fee, (ii) AWP - 21% plus a \$0.00 dispensing fee, or (iii) the U&C.
- e. For Compound Drugs, the U&C, not to exceed one-hundred and fifty percent (150%) of the AWP of the submitted Drug Product.

For purposes of the foregoing provisions in this Exhibit D, any reference to "Retail 30" or "30-Days' Supply" or "30-day supplies" shall mean any Covered Medication dispensed in a 1- to 30-day supply; and, provided further, any reference to "Retail 90" or "90-Days' Supply" or "90-day supplies" shall mean any Covered Medication dispensed in a days' supply of 84 or more.

Subject to the terms and conditions herein, MedTrak shall provide Client with the following dollar-for-dollar minimum financial guarantees with respect to Retail Pharmacy Paid Claim Charges:

Post-AWP Settlement Minimum Discount Guarantees	
Type	Retail
Generic Drug Products (combined 30 & 90-day supplies)	AWP - 82% Discount

With respect to the foregoing Generic Drug Product guarantees, the effective generic discount and the generic discount guarantee calculation includes the following: MAC generics, non-MAC generics, multi-source generics, generic in their FDA-approved exclusivity period, patent litigated generics, generics with limited supply, U&C Claims, and generic medications prescribed and/or dispensed in conjunction with a specialty medication. The above generics will NOT be included in the brand discount guarantees.

The following types of Claims shall be excluded from the foregoing guarantees: Specialty Drug Claims, Single-Source Generic Drug Products, Compound Drug Claims, vaccine Claims, reversed Claims, and OTC Drug Products.

100% member paid claims (zero balance due claims) will be included in the foregoing guarantees, with discounts for these claims calculated based on the ingredient cost prior to the application of member paid amount.

Additionally, if Client requires MedTrak to include any currently non-contracted pharmacies as Participating Pharmacies and MedTrak is unable to obtain rates from such pharmacies as favorable as those guaranteed by MedTrak hereunder, then Claims from such pharmacies shall also be excluded from the financial guarantees hereunder. If at any time applicable laws, regulations or administrative or judicial interpretations or rulings increase the amounts MedTrak must pay to Participating Pharmacies, the foregoing financial guarantees will be amended by mutual agreement of the parties to reflect such increase.

3. Mail Pharmacy Paid Claim Charge

The mail Participating Pharmacy designated by MedTrak and approved by Client is the exclusive provider of mail Pharmacy Services. For each Covered Medication dispensed by the mail Participating Pharmacy to an Eligible Member, Client agrees to pay MedTrak the mail pharmacy Paid Claim Charge, which is the "Mail Pharmacy Service Fee", plus any applicable sales or excise tax or other handling or governmental charge (as determined by law), less any applicable Copayment or Deductible, as described in the Plan. The Mail Pharmacy Service Fee is:

- a. For Brand Drug Products, the greater of: (i) \$10.00; or (ii) AWP - 24% plus a \$0.00 dispensing fee.
- b. For Generic Drug Products, the greater of: (i) \$10.00; or (ii) AWP - 79% plus a \$0.00 dispensing fee.
- c. For Compound Drugs, the U&C, not to exceed one hundred fifty percent (150%) of the AWP of the dispensed medication (including AWP's of all submitted Drug Products).

4. Best-In-Class Specialty Pharmacy Paid Claim Charge

The "Best-In-Class Specialty" Participating Pharmacies designated by MedTrak and approved by Client are the exclusive providers of specialty Pharmacy Services. If and when Client elects to participate in MedTrak's Best-In-Class

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6. Discount Guarantee Methodology

The parties hereby acknowledge and agree that with respect to all guaranteed discounts off of AWP set forth in this Exhibit D, such discount guarantees shall not be deemed to be part of an overall aggregate discount guarantee package offered by MedTrak under this Agreement; provided, further, that: (i) MedTrak's performance with respect to all such discount guarantees in this Exhibit D will be measured and reconciled independently and annually by MedTrak within 180 days after each contract year during the Term of the Agreement; and (ii) to the extent MedTrak outperforms any one or more of these discount guarantees, MedTrak may use the cost savings associated with such outperformance and apply those savings to offset any underperformance by MedTrak with respect to any other discount guarantee in this Exhibit D. MedTrak will pay 100% of each individual guarantee's shortfall value on a dollar-for-dollar basis within 180 days after each contract year.

7. Administration Charge

- a. For each Paid Claim, Client agrees to pay MedTrak \$0.00.
- b. For each Non-Paid Claim, Client agrees to pay MedTrak \$0.00.
- c. For each U&C Claim, Client agrees to pay MedTrak \$0.00.
- d. For each Claim submitted manually by MedTrak ("Keyed Claim"), Client agrees to pay MedTrak an additional Administration Charge of \$2.50.
- e. For access to the RightCHOICE Program, Client agrees to pay MedTrak an additional Administration Charge of \$0.15 per Claim.
- f. For each Prior Authorization requiring Pharmacist involvement, Client agrees to pay MedTrak an additional Administration Charge of \$5.00.
- g. For each Prior Authorization requiring a Pharmacist and Physician involvement, Client agrees to pay MedTrak an additional Administration Charge of \$25.00.
- h. For each Vaccine Claim covered by Client and processed through a Participating Pharmacy contracted with MedTrak to administer Vaccines, Client agrees to pay an additional Vaccine Administration Charge of up to, but not more than, \$25 per Claim.

8. Miscellaneous Charges

- a. Cardholder Identification ("ID") Cards - After the Effective Date, MedTrak issues Cardholder ID Cards to Client at \$1.00 per ID Card. If Client requests MedTrak to send Cardholder ID Cards to each Cardholder, Client agrees to pay MedTrak's applicable postage costs.
- b. Identification Card (or Form) Customization - Pricing available upon request.
- c. External Appeal of Coverage Denial - Pursuant to the Appeals Process set forth on Exhibit C, MedTrak may request an external appeal review from an accredited independent review organization ("IRO") in the event of a coverage denial. MedTrak will pass through all costs of the IRO to Client to be paid by Client as a billed charge pursuant to the payment terms of this Agreement; provided, however, MedTrak will not mark up any such costs charged by the IRO.

9. Formulary Program Discounts

Under certain conditions, MedTrak will pay Formulary Program (as defined below in Exhibit E to this Agreement) discounts, in the form of Rebates, to Client subject to Client's participation in the Formulary Program and overall compliance with Exhibit E to this Agreement. Client agrees that Rebate payments are based upon Plan design over which MedTrak has no discretionary control or authority, and such Rebate payments are subject to change due to various factors, as described in this Agreement. Rebate payments are made within thirty days after six months from the end of the quarter in which Paid Claims were incurred. Rebates will be paid to Client as follows:

- a. For each eligible Brand Drug Product, as described in Exhibit E, that is a Covered Medication dispensed through a retail pharmacy for a 30-day supply, MedTrak shall pay Client \$75.00.
- b. For each eligible Brand Drug Product, as described in Exhibit E, that is a Covered Medication dispensed through a retail pharmacy for a 90-day supply, MedTrak shall pay Client \$160.00.
- c. For each eligible Brand Drug Product, as described in Exhibit E, that is a Covered Medication dispensed through a mail pharmacy, MedTrak shall pay Client \$175.00.

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- d. For each eligible Brand Drug Product, as described in Exhibit E, that is a Specialty Drug Covered Medication dispensed through a contracted pharmacy, MedTrak shall pay Client \$350.00.

10. **Additional Fee Disclosure**

Client acknowledges that it has retained Vizient, Inc. ("Analyst") as an analyst with respect to Client's Pharmacy Benefit Plan and/or this Agreement (the "Analyst Services"); and, for so long as Client authorizes Analyst as such, MedTrak is hereby directed to pay Analyst on Client's behalf, from any amounts received from Client under this Agreement, the amount set forth below, which will be paid generally by MedTrak on a quarterly or other periodic basis agreeable to the parties (the "Analyst Fee"). The Analyst Fee will compensate Analyst for such Analyst Services performed on behalf of Client, and will be calculated and paid \$0.50 per paid Claim.

Client acknowledges that it has retained Wallstreet Insurance Group ("Consultant") as a consultant with respect to Client's Pharmacy Benefit Plan and/or this Agreement (the "Consultant Services"); and, for so long as Client authorizes Consultant as such, MedTrak is hereby directed to pay Consultant on Client's behalf, from any amounts received from Client under this Agreement, the amount set forth below, which will be paid generally by MedTrak on a quarterly or other periodic basis agreeable to the parties (the "Consultant Fee"). The Consultant Fee will compensate Consultant for such Consultant Services performed on behalf of Client, and will be calculated and paid \$0.25 per paid Claim.

Client acknowledges that it has retained Med-Pay ("TPA") as its third party administrator with respect to Client's medical benefit plan who will also provide services related to the Pharmacy Benefit Plan and/or this Agreement (the "TPA Services"); and, for so long as Client authorizes TPA as such, MedTrak is hereby directed to pay TPA on Client's behalf, from any amounts received from Client under this Agreement, the amount set forth below, which will be paid generally by MedTrak on a quarterly or other periodic basis agreeable to the parties (the "TPA Fee"). The TPA Fee will compensate TPA for such TPA Services performed on behalf of Client, and will be calculated and paid \$0.25 per paid Claim.

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manufacturers or intermediaries are received on a periodic basis by MedTrak and relate to earlier months' claims. MedTrak reserves the right to delay payment to Client of any amounts hereunder, and to offset any Rebate payments otherwise due hereunder.

- e. Client acknowledges that it may be eligible for Rebate payments under this Agreement only so long as Client (or its Agent) does not contract directly or indirectly with anyone else for discounts, utilization limits, rebates or other financial incentives on pharmaceutical products or formulary programs without MedTrak's prior written consent. In the event that Client negotiates or arranges with a pharmaceutical manufacturer or intermediary for rebates or similar discounts, without limiting MedTrak's right to other remedies, MedTrak may immediately terminate Client's participation in the Formulary Program, terminate this Agreement according to the terms of Section 5.2 hereof, and/or recover from Client all amounts paid by MedTrak to Client for Rebates on claims submitted by Client (or on behalf of Client) for Rebates other than through MedTrak.
- f. Client hereby represents and warrants, and shall recertify on a periodic basis in a form acceptable to MedTrak, with respect to any Plan which receives funding from Medicare/Medicaid, Title V, Children's Medical Services, or another government healthcare program as defined in Section 1128(h) of the Social Security Act (or any successor thereto) ("Government Programs") and for which the Client receives amounts hereunder that are attributable to such Plan, each such Plan is operating under a risk contract with the Centers for Medicare and Medicaid Services ("CMS") or a state Medicaid program, and operates in accordance with §§ 1876(g) or 1903(m) of the Social Security Act, under a federal statutory demonstration authority or successor statute or authority. Client agrees to notify MedTrak in writing of any such Plan that does not meet any of the criteria set forth herein, and MedTrak, in compliance with applicable law, shall not submit prescription drug claims for any Eligible Members in such Plan for prescriptions filled by a Participating Pharmacy. Nothing herein prohibits a Client that receives the retiree drug subsidy ("RDS") from CMS for eligible Plan Participants under the Medicare Part D Rules (42 C.F.R. Part 423, Subpart R) from receiving Rebates relating to such eligible Plan Participants' prescription drug claims under this Agreement. The parties hereto acknowledge and agree that any Rebate reimbursement provided to Client pursuant to this Agreement is a "discount" under 42 U.S.C. § 1320a-7b(b)(3) and 42 C.F.R. § 1001.912(h) (the "Discount Safe Harbor"). For the purpose of complying with the Discount Safe Harbor, MedTrak shall clearly denote in invoices and other statements amounts that constitute Rebate reimbursement hereunder. Client shall properly disclose and appropriately reflect all Rebate reimbursement in the costs claimed or the charges made to any Government Program. Without limiting the foregoing, if Client claims a subsidy from CMS for eligible Plan Participants under the Medicare Part D Rules (42 C.F.R. Part 423, Subpart R), Client shall properly disclose and appropriately reflect any Rebate reimbursement paid by MedTrak to Client in the Allowable Retiree Costs (as defined at 42 C.F.R. § 423.882) and other information submitted to CMS for payment of such subsidy in accordance with the Medicare Part D Rules, all applicable sub-regulatory guidance and CMS policies.

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**Exhibit E
Formulary Program**

1. **Definitions**

- a. "Formulary Program" shall mean a program established by MedTrak under which pharmaceutical manufacturers provide MedTrak with discounts, which are (i) due and payable to MedTrak pursuant to the terms of contracts with pharmaceutical manufacturers; and (ii) directly attributable to the dispensing of Covered Medications on the Formulary to Eligible Members.
- b. "Formulary Program Claim Exclusions" shall mean (i) Claims for Brand Drug Products that are also available as Generic Drug Products, (ii) 100% Copayment Claims, (iii) Claims submitted by Eligible Members, (iv) Claims where MedTrak is the secondary payer, (v) Claims for Compound Drugs, Specialty Drugs, and over-the-counter Drug Products, and (vi) Claims for Covered Medications filled at Participating Pharmacies that qualify for 340B pricing under Section 340B of the Public Health Services Act.
- c. "Rebates" shall mean retrospective rebates paid to MedTrak that are directly attributable to the utilization of certain pharmaceuticals by Eligible Members. Rebates do not include administrative fees paid by pharmaceutical manufacturers to MedTrak in connection with MedTrak's administration of Formulary Program discounts.

2. **Terms of Formulary Program**

- a. MedTrak agrees to allow Client to participate in the Formulary Program in Client's sole discretion, and MedTrak agrees to pay certain Formulary Program discounts to Client to the extent such Formulary Program discounts are attributable to Client's participation in the Formulary Program and Eligible Members' use of the Formulary, and as are described in Exhibit D, but if and only if Client meets its obligations under Exhibit D and this Exhibit E of this Agreement, and if and only if Client meets such other reasonable and generally applicable requirements for participation in the Formulary Program and associated parameters as may be communicated by MedTrak to Client from time to time.
- b. Client (or its Agent) shall have sole discretion regarding participation in MedTrak's Formulary Program, which may include, but is not limited to, the distribution of Formularies to Cardholders prior to the Effective Date and as necessary thereafter, and which participation shall require Client's conformance to the Formulary. By choosing to participate in the Formulary Program, Client further warrants that Client is not participating in any other formulary program and that Client's Agent is not participating in any other formulary program on behalf of Client.
- c. Client understands that its eligibility to receive any payments from MedTrak under this Exhibit E may change from time to time due to changes in Client's Plan; changes in MedTrak's contracts with pharmaceutical manufacturers or Rebate intermediaries; changes in laws, including but not limited to laws affecting prescription drug benefits, benefits structure, or pricing (including Rebates); the selection of certain services, such as prior authorization or open formulary management; or any change in the Formulary Program. Client acknowledges and agrees that only Claims for Brand Drug Products (as defined on Exhibit D) with an FDA-approved "New Drug Application" ("NDA") are eligible for such payments. Client further acknowledges and agrees that Formulary Program Claim Exclusions are not eligible for such payments.
- d. Subject to Client's participation in the Formulary Program and compliance with Sections 2.b. and 2.c. above, MedTrak shall pay to Client certain amounts received by MedTrak as discounts or Rebates, pursuant to the Formulary Program, from drug manufacturers or intermediaries, which amounts are denominated as discounts or Rebates by such manufacturers or intermediaries and which are attributable to Pharmacy Services utilized by Eligible Members, and consistent with the amounts provided for in accordance with Exhibit D hereto. Client acknowledges and agrees that it shall not have a right to interest on, or the time value of, any discount, Rebate or other payments received by MedTrak during the collection period for monies payable to Client under this Exhibit E. Client acknowledges that Rebate payments from

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Vizient-negotiated pricing yields significant savings.

Hospital Client A

	Current	Proposed
Ingredient Cost	\$278,367	\$254,015
Dispensing Fees	\$5,269	\$3,323
Prescription Expense Total	\$284,136	\$257,388
Administration Fees	\$9,614	\$0
Manufacturer Rebates	\$30,030	\$33,475
Net PBM Expense	\$263,720	\$223,913
Proposed Annual Savings Over Current		\$39,807

14.0% savings opportunity

MedTrak's new contract eliminates administration fees, increases discounts, lowers dispensing fees, and increases rebates.



Confidential. Property of Vizient.

MedTrak Contract Improvements
Contract Enhancements Beginning January 1, 2017

vizient

Confidential and Proprietary. Contents protected by Non Disclosure Agreement.

Vizient-negotiated pricing yields significant savings.

Hospital Client B

	Current	Proposed
Ingredient Cost	\$223,932	\$204,338
Dispensing Fees	\$3,501	\$2,527
Prescription Expense Total	\$227,433	\$206,915
Administration Fees	\$7,731	\$0
Manufacturer Rebates	\$2,893	\$8,820
Net PBM Expense	\$219,540	\$198,095
Proposed Annual Savings Over Current		\$21,446

9.8% savings opportunity

MedTrak's new contract eliminates administration fees, increases discounts, lowers dispensing fees, and increases rebates.



Confidential. Property of Vizient.

Introducing new, improved MedTrak pricing

MedTrak, Wallstreet, and Vizient have partnered to provide best-in-class pricing to hospital and health care organizations.

Vizient has negotiated a new contract with MedTrak resulting in significant savings.

Contract improvements will provide savings beginning February 1, 2017 for a 3-year term.



Vizient Presentations | November 2014 | Confidential Information

Next Steps

New contracts is attached to this email.

Please review and sign by January 16th, 2017, and return via email to Cassie Laemml.

What's new for 2017

- Administration fees have been reduced from \$2.50 per paid claim to \$0.50 per paid claim
- Discounts are improved and are now guaranteed
- Rebates are improved
- Dispensing fees are reduced to \$1.00 on 30-day retail claims, and reduced to \$0.00 on all 90-day retail claims

We anticipate average savings of 10-15% by moving to this contract effective February 1, 2017

In order to take advantage of the new pricing, a new contract will be required.



Vizient Presentations | November 2014 | Confidential Information

Vizient Presentations | ESR | Confidential Information



CAMDENTON RIII SCHOOL DISTRICT ESTIMATED SAVINGS WITH NEW 3-YEAR MEDTRAKRx SA

(10/1/2015 - 9/30/2016)

Claim Range: 10/1/15 - 9/30/16	# of Fills	% of Fills	Current MedTrak Ing Cost	Current MedTrak Disp Fee	Current MedTrak Ing + Disp	Current MedTrak Admin Fee	Current MedPay Admin Fee	Current MedTrak Rebates	Current MedTrak Ing + Disp + Admin - Rebates	Proposed MedTrak Ing Cost	Proposed MedTrak Disp Fee	Proposed MedTrak Ing + Disp	Proposed MedTrak Admin Fee	Proposed MedTrak Rebates*	Proposed MedTrak Admin Fee	Proposed MedTrak Ing + Disp + Admin - Rebates	Estimated MedTrakRx Savings
Retail 30 Brand	759	8.36%	\$167,808.63	\$1,336.55	\$169,145.18	\$0.00	\$188.75	\$41,745.00	\$127,569.93	\$162,319.08	\$729.00	\$163,048.08	\$0.00	\$56,925.00	\$759.00	\$103,882.08	16.23%
Retail 30 Generic	5,942	65.48%	\$185,693.17	\$10,121.95	\$195,815.12	\$0.00	\$1,485.50	\$0.00	\$197,300.62	\$118,756.24	\$5,504.00	\$124,260.24	\$0.00	\$0.00	\$5,942.00	\$130,202.24	34.01%
Retail 90 Brand	256	2.82%	\$193,138.61	\$251.00	\$193,389.61	\$0.00	\$64.00	\$28,160.00	\$165,229.61	\$186,901.54	\$0.00	\$186,901.54	\$0.00	\$40,960.00	\$256.00	\$146,197.54	11.55%
Retail 90 Generic	2,050	22.58%	\$124,617.13	\$1,792.50	\$126,409.63	\$0.00	\$512.50	\$0.00	\$126,922.13	\$77,372.80	\$0.00	\$77,372.80	\$0.00	\$0.00	\$2,050.00	\$79,422.80	37.42%
Mail 90 Brands	0	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Mail 90 Generics	0	0.00%	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Specialty Brands	64	0.71%	\$235,978.97	\$3.00	\$235,982.97	\$0.00	\$16.00	\$16,000.00	\$219,988.97	\$251,065.27	\$0.00	\$251,065.27	\$0.00	\$22,400.00	\$64.00	\$228,729.27	-3.97%
Specialty Generics	3	0.03%	\$3,757.90	\$3.00	\$3,760.90	\$0.00	\$0.75	\$0.00	\$3,761.65	\$4,988.77	\$0.00	\$4,988.77	\$0.00	\$0.00	\$3.00	\$4,991.77	-32.70%
TOTALS	9,074	100%	\$910,996.41	\$13,508.00	\$924,504.41	\$0.00	\$2,289.50	\$65,805.00	\$840,699.91	\$501,409.70	\$6,233.00	\$507,638.70	\$0.00	\$120,285.00	\$9,074.00	\$395,425.70	17.48%

*3-Tier with Exclusions

Savings **-\$144,441.21**

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MEDTRAKRx

Board of Education

Bills Paid Early

January 9, 2017

Vendor Name	Invoice Description	PO Number	Amount
Ameren Missouri	OBE Nichols Rd Electric		5,695.27
Ameren Missouri	OBE Hwy 54 Electric		817.89
Ameren Missouri	OBE Hwy 54 Electric		33.09
Ameren Missouri	OBE Nichols Rd Electric		14.59
Total Ameren Missouri			6,560.84
AT&T	JJC DSL		4.81
AT&T	OBE Phone		612.62
AT&T	HDE Phone		458.86
AT&T	Horizons Local / Campus Alarm Panels		765.66
Total AT&T			1,841.95
AT&T Long Distance	HDE, OBE, Horizons Long Distance		582.07
Total AT&T Long Distance			582.07
AT&T Mobility	Cell Phones		528.86
Total AT&T Mobility			528.86
City of Camdenton	Campus Water/Sewer		7,103.45
City of Camdenton	Horizons Water/Sewer		35.33
Total City of Camdenton			7,138.78
City of Osage Beach	Water/Sewer		243.36
City of Osage Beach	Water/Sewer		476.73
City of Osage Beach	WaterSewer		98.90
Total City of Osage Beach			818.99
DECA Inc.	Membership Dues	105-2183	260.00
Total DECA Inc.			260.00
keeth, Kristopher	Security - MS Halloween Dance	205-3464	80.00
Total keeth, Kristopher			80.00
Republic Services #435	OBE - Trash & Recycling		377.70
Republic Services #435	HDE Trash & Recycling		338.48
Total Republic Services #435			716.18
Scholastic Book Fairs	Oak Ridge Book Fair	404-3260	5,008.67
Total Scholastic Book Fairs			5,008.67
Sho-Me Technologies	01/01/2017-01/31/2017		3,203.05
Total Sho-Me Technologies			3,203.05
Sunrise Beach Water System	HDE Water		570.62

Board of Education

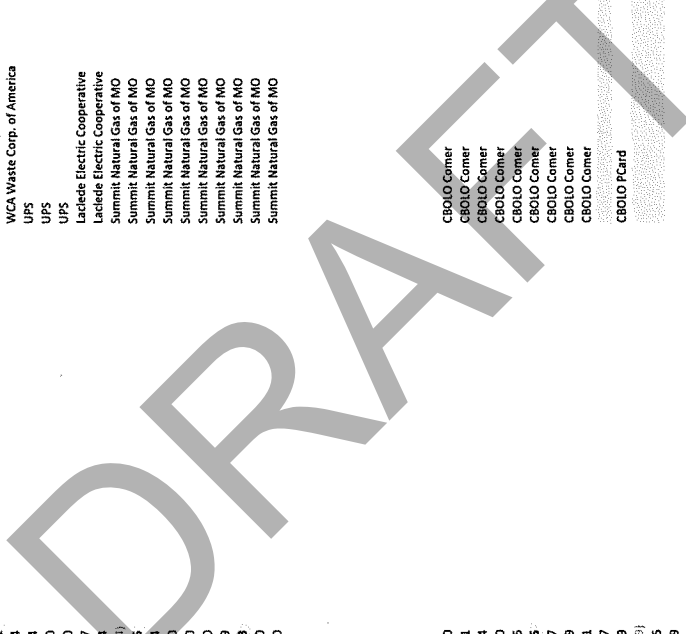
Bills Paid Early

January 9, 2017

Total Sunrise Beach Water System			570.62
Grand Total			27,310.01

P Card Pymts

Vendor Name	PO Number	Invoice Description	Amount	HSET Vouchers MS-13Q	107-3838	Testing	95.00
Golden Corral - Springfield	873-3819	Girls Basketball Meal	144.85	Wai-Mart - Admin.	550-4092	Health clinic	207.00
NSCAA	873-3635	U-30 Soccer Registration	429.00	Amazon.com	550-3870	Stacking/Hanging bins	196.43
Pizza Hut - Camdenton	873-3982	Boys Basketball Meal	48.25	Best Western Plus	000-4085	Travel - Lodging	103.78
Wai-Mart - High School	873-3901	Waterproof Battery Light Candles	43.96				122.74
Wai-Mart - High School	873-3960	Supplies	143.10				422.95
CBLO PCard	873-3584	Hotel (Will receive Refund)	606.12	Geo Global Partners, LLC	110-3576	Aquamax	458.85
CBLO PCard	873-3816	Girls Basketball Meal	169.95	Wai-Mart - LCTC	110-3526	Shelf Book Cart	1,779.98
CBLO PCard	873-3816	Girls Basketball Meal	141.29	Ebay	110-4140	Headlight	51.92
CBLO PCard	873-3817	Girls Basketball Meal	41.46	Ebay	110-4140	Primed hood	183.91
CBLO PCard		Fuel	21.00	Ebay	110-4140	Paypal	94.59
CBLO PCard		Fuel	20.35	Ebay	110-3899	DV Protector	162.00
Best Buy	105-3568	Apple Watch Series 2	1,809.33	CBLO Comer	106-3529	Developer Kit	2,731.25
Co-Mo Electric Cooperative Inc.		HDE Electric	389.20	Anly Mark, Inc.	106-3944	Shipping	641.53
Enterprise Rent - A - Car	108-2749	J Jackson	389.20				17.55
Stoney Creek Inn		No Show charge	105.44	WCA Waste Corp of America	105-1848	Maintenance	58.54
CBLO PCard		Grocery	17.34	WCA Waste Corp of America		Cross Country	150.00
Missouri School Nutrition Assoc.		Homes - Conference	125.00	UPS		Campus trash service	4,912.06
Missouri School Nutrition Assoc.		Blewis - Conference	125.00	UPS		Shipping	59.32
CBLO PCard		Supplies	16.27	UPS		Shipping	98.39
CBLO PCard		Supplies	80.34	Lacide Electric Cooperative		High School	8,242.86
CBLO PCard		Credit -	(80.34)	Summit Natural Gas of MO		Well-ball Fields	1,024.21
Wai-Mart - High School	873-3735	Tablecloths	889.05	Summit Natural Gas of MO		OBE	165.78
State Fair Spirit Class	873-3327	Cheer & Dance Registration	105.04	Summit Natural Gas of MO		Grounds Bldg.	36.91
FBLA-PBL	873-3765	Membership Dues	225.00	Summit Natural Gas of MO		Dogwood	158.35
TrackWrestling.com	873-3538	Status Program	339.20	Summit Natural Gas of MO		High School	178.73
Shel's Pasta Emporium	873-3500		50.00	Summit Natural Gas of MO		Horticulture Bldg.	65.73
HSET Vouchers MS-13Q	107-3423	Testing	416.59	Summit Natural Gas of MO		Concession/Maint	48.13
HSET Vouchers MS-13Q	107-3367	Testing	95.00	Summit Natural Gas of MO		LCTC - West	158.24
		Testing	1,137.83	Summit Natural Gas of MO		Middle School	187.62
		Testing	17.00	Summit Natural Gas of MO		Maintenance Bldg	57.60
		Testing		Summit Natural Gas of MO		LCTC - East	260.84
Summit Natural Gas of MO		HDE	371.60	CBLO Comer	106-3889	Language Cards	36.69
Summit Natural Gas of MO		Orl	143.91	CBLO Comer	106-4207	Robotics	37.83
Summit Natural Gas of MO		Hawthorn	181.84	CBLO Comer	106-3524	Buibs	165.44
Summit Natural Gas of MO		OBE - Old	30.90	CBLO Comer	106-3620	Carriage Belt	11.90
Summit Natural Gas of MO		Transportation	50.25	CBLO Comer	106-3754	Robotics Supplies	178.97
			16,781.75	CBLO Comer	106-4153	Robotics Supplies	50.99
Apple Computer, Inc.	700-4004	Apps - Multiple	252.97	CBLO Comer	106-3820	Supplies for DWE Family Night	76.70
Apple Computer, Inc.	700-4004	App - Autism iHelp	9.99	CBLO Comer	106-3890	Tool Books	66.69
Apple Computer, Inc.	700-3872	Apps - Musical fireworks	11.91	CBLO Comer	106-3926	Admission Wristbands	14.84
Apple Computer, Inc.	700-3872	Apps - Fireworks Simulator	5.97	CBLO PCard		Bus Fuel	26.51
Apple Computer, Inc.	700-3750	App - Read2Go	18.99				40,671.14
Apple Computer, Inc.	700-3750	Return	(18.99)				
Apple Computer, Inc.	700-4004	Apps - Multiple	4.95				
Apple Computer, Inc.	700-4004	App - Autism iHelp	14.99				
Apple Computer, Inc.	700-4004	App - aaron AAC	99.99				
Apple Computer, Inc.	700-4004	App - Fun With Directions HD	15.99				
Apple Computer, Inc.	700-4004	App - Autism iHelp	14.99				
Staples	700-3581	Banners for Buildings	216.59				
Google	700-3410	Android tablets	526.32				
Google	700-3410	Android tablets	5,263.20				
Google	700-3410	Tax refund	(273.20)				
Google	700-2812	Tax refund	(70.96)				
Google	700-3761	Pixel keyboard	157.16				
Google	700-3410	Tax refund	(27.32)				
Drury Inn - Independence	106-4108	Hotel Rooms Robotics Tournament	865.23				
Drury Inn St. Louis Airport	106-4129	Robotics Tournament Hotel Rooms	513.48				
Modern Robotics, Inc.	106-3827	Color Sensor, Power Module	454.20				
CBLO Comer	106-3525	Trailer Door Slider Plates	173.95				
CBLO Comer	106-3520	Camera Infrared Board Plate	19.32				
CBLO Comer	106-3528	Water Bottles	425.00				
CBLO Comer	106-3527	Wells Cargo Ramp	268.00				
CBLO Comer	106-3596	Gift Wrap	62.00				
CBLO Comer	106-3978	Batman/Superman Costumes	36.41				



Addendum 3

January 9, 2017

Check Preview Report - Addendum 1/9/17

Board of Education

Vendor Name	Invoice Description	PO Number	Amount
Teddy's Tees	Chorale shirts	404-3664	1,325.00
Teddy's Tees	Chorale shirts	403-3668	1,250.00
Teddy's Tees	Shirts		612.00
Total Teddy's Tees			3,187.00
Grand Total			3,187.00

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	Inc. Operations	Teachers	Capital Proj.	Bond	Sub Total	Debt Service	Grand Total	Medical SI Acct
Beg Bal	9,024,161.27	-	2,349,284.48	1,735,189.95	13,108,635.70	2,583,200.37	15,691,836.07	1,193,092.36
Rev. Rec	557,464.97	1,029,188.92	6,162.52	772.88	1,593,589.29	18,874.44	1,612,463.73	394,046.78
Expend.	2,067,518.37	2,279,375.51	147,848.41	77,448.23	4,572,190.52	-	4,572,190.52	468,811.84
* Adjustment	1,250,186.59	1,250,186.59						
Ending Bal	6,263,921.28	0.00	2,207,598.59	1,658,514.60	10,130,034.47	2,602,074.81	12,732,109.28	1,118,327.30
Prev. Year	8,264,892.59	1,482,649.29	3,022,871.62	4,277,264.88	17,047,678.38	1,930,136.01	18,977,814.39	1,426,241.74
YTD Interest	23,306.56	196.88	4.96	4,087.99	27,596.39	7,919.44	35,515.83	134.38
YTD Sum.								
Beg Bal	16,065,906.03	-	3,527,980.76	2,212,243.83	21,806,130.62	3,825,836.74	25,631,967.36	1,567,905.47
Rev Budget	20,640,975.00	24,667,380.00	1,828,408.00	-	47,136,763.00	3,540,396.00	50,677,159.00	
Rev YTD Actual	2,687,573.02	5,514,644.69	21,402.87	4,860.50	8,228,481.08	104,881.39	8,333,362.47	1,975,488.02
Exp Budget	17,623,541.89	28,092,396.78	2,530,967.00	540,000.00	48,786,905.67	3,978,235.00	52,765,140.67	
EXP YTD Actual	8,433,936.50	9,370,265.96	1,341,785.04	558,589.73	19,704,577.23	1,328,643.32	21,033,220.55	2,625,066.19
* Adjustment	4,055,621.27	3,855,621.27			200,000.00			200,000.00
Ending Bal	6,263,921.28	0.00	2,207,598.59	1,658,514.60	10,130,034.47	2,602,074.81	12,732,109.28	1,118,327.30
Bank Recon								
Central A/P	93,951.65							
Central Payroll	3,962,265.36							
Revolving	3,000.00							
Mosip 2015 Bond	1,582,847.33							
Escrow 0150022007	180,000.00							
Central Debt Acct	265,463.06						12,732,109.28	Fund Accounts
Mosip Debt Acct	3,475,594.52							
MOSIP	2,860,792.95							
Central Lunch Acct.	266,416.00							
LCTC CC	41,778.41							
Grand Total	12,732,109.28							
Medical SI Acct.	1,118,327.30							
								0.00
								Payroll Liability

Monthly Financial Report

	Incidental	Teachers	Capital Projects	Bond/Lease	Sub Total	Debt Service	Total All Funds	Med. Sl Acct
Dec Opening Balance	\$ 9,024,161.27	\$ -	\$ 2,349,284.48	\$ 1,735,189.95	\$13,108,635.70	\$ 2,583,200.37	\$ 15,691,836.07	\$ 1,193,092.36
December								
2016 Ending Balance	\$ 6,263,921.28	\$ -	\$ 2,207,598.59	\$ 1,656,514.60	\$10,130,034.47	\$ 2,602,074.81	\$ 12,732,109.28	\$ 1,118,327.30
2015 Ending Balance	\$ 8,264,892.59	\$ 1,482,649.29	\$ 3,022,871.62	\$ 4,277,264.68	\$17,047,678.38	\$ 1,930,136.01	\$ 18,977,814.39	\$ 1,426,241.74
2014 Ending Balance	\$ 6,111,469.88	\$ -	\$ 4,496,418.73	\$ 13,111,611.76	\$23,719,500.37	\$ 1,187,329.60	\$ 24,906,829.97	\$ 1,638,033.60
2013 Ending Balance	\$ 10,088,638.77	\$ 128,780.64	\$ 4,315,444.90	\$ 4,116,263.63	\$18,651,148.14	\$ 1,596,523.21	\$ 20,247,671.35	\$ 1,188,377.89
2012 Ending Balance	\$ 9,805,645.00	\$ 851,442.00	\$ 3,813,578.00	\$ 2,066,090.00	\$16,536,755.00	\$ 1,515,880.00	\$ 18,052,635.00	\$ 1,923,248.00
2011 Ending Balance	\$ 7,512,955.00	\$ 589,973.00	\$ 4,873,173.00	\$ 1,595,932.00	\$14,572,033.00	\$ 1,159,826.00	\$ 15,731,859.00	\$ 1,947,830.00
2010 Ending Balance	\$ 7,435,154.00	\$ 623,676.00	\$ 2,880,548.00	\$ 1,842,608.00	\$12,781,986.00	\$ 1,212,321.00	\$ 13,994,307.00	\$ 1,182,695.00
2009 Ending Balance	\$ 7,250,918.00	\$ 848,530.00	\$ 2,023,155.00	\$ 1,817,954.00	\$11,940,557.00	\$ 1,137,380.00	\$ 13,077,937.00	\$ 1,407,949.00
2008 Ending Balance	\$ 6,637,355.00	\$ (256,935.00)	\$ 208,792.00	\$ 1,625,518.00	\$10,214,730.00	\$ 1,017,361.00	\$ 11,232,091.00	\$ 1,801,549.00
2007 Ending Balance	\$ 7,809,304.00	\$ 112,240.00	\$ (142,684.00)	\$ 1,327,075.00	\$ 9,105,935.00	\$ 808,242.00	\$ 9,914,177.00	\$ 2,071,789.00
2006 Ending Balance	\$ 7,992,032.00	\$ (1,055,338.00)	\$ 418,136.00	\$ 1,108,798.00	\$ 8,463,628.00	\$ 784,556.00	\$ 9,248,184.00	\$ 2,751,330.00
2005 Ending Balance	\$ 6,059,222.00	\$ (661,093.00)	\$ 215,942.00	\$ 1,187,532.00	\$ 6,801,603.00	\$ 865,021.00	\$ 7,666,624.00	\$ 2,043,557.00
December								
2016 Receipts	\$ 557,464.97	\$ 1,029,188.92	\$ 6,162.52	\$ 772.86	\$ 1,593,589.29	\$ 18,874.44	\$ 1,612,463.73	\$ 394,046.78
2015 Receipts	\$ 2,734,545.06	\$ 2,658,802.89	\$ 78,745.43	\$ 381.46	\$ 5,472,474.84	\$ 257.68	\$ 5,472,732.52	\$ 394,338.25
2014 Receipts	\$ 474,992.11	\$ 1,080,784.44	\$ 3,251.53	\$ 471.75	\$ 1,559,499.83	\$ 14,027.47	\$ 1,573,527.30	\$ 386,515.50
2013 Receipts	\$ 1,945,862.60	\$ 2,226,499.22	\$ 197,410.38	\$ 27,297.62	\$ 4,397,069.82	\$ 398,472.04	\$ 4,795,541.86	\$ 254,480.57
2012 Receipts	\$ 2,797,117.00	\$ 2,943,487.00	\$ 86,763.00	\$ 193,118.00	\$ 6,020,485.00	\$ 345,872.00	\$ 6,366,357.00	\$ 370,146.00
2011 Receipts	\$ 2,307,270.00	\$ 2,570,066.00	\$ 71,352.00	\$ 214,057.00	\$ 5,162,745.00	\$ 302,323.00	\$ 5,465,068.00	\$ 364,630.00
2010 Receipts	\$ 2,056,185.00	\$ 2,650,045.00	\$ 560,503.00	\$ 140,126.00	\$ 5,406,859.00	\$ 264,755.00	\$ 5,671,614.00	\$ 372,916.00
2009 Receipts	\$ 2,072,537.00	\$ 2,652,876.00	\$ 630,350.00	\$ 157,587.00	\$ 5,513,350.00	\$ 262,993.00	\$ 5,776,343.00	\$ 334,525.00
2008 Receipts	\$ 1,816,819.00	\$ 2,688,731.00	\$ 493,615.00	\$ 155,878.00	\$ 5,155,043.00	\$ 224,144.00	\$ 5,379,187.00	\$ 317,485.00
2007 Receipts	\$ 1,971,235.00	\$ 2,421,548.00	\$ 587,237.00	\$ 206,326.00	\$ 5,186,346.00	\$ 271,490.00	\$ 5,457,836.00	\$ 301,875.00
2006 Receipts	\$ 1,870,004.00	\$ 2,054,034.00	\$ 426,584.00	\$ 182,822.00	\$ 4,533,444.00	\$ 262,833.00	\$ 4,796,277.00	\$ 290,941.00
2005 Receipts	\$ 2,207,445.00	\$ 2,051,940.00	\$ 333,239.00	\$ 204,243.00	\$ 4,796,867.00	\$ 290,993.00	\$ 5,087,860.00	\$ 283,832.00
December								
2016 Expenditures	\$ 2,067,518.37	\$ 2,279,375.51	\$ 147,848.41	\$ 77,448.23	\$ 4,572,190.52	\$ -	\$ 4,572,190.52	\$ 468,811.84
2015 Expenditures	\$ 2,184,902.91	\$ 2,196,148.60	\$ 169,890.84	\$ 224,209.48	\$ 4,775,251.83	\$ 450.00	\$ 4,775,701.83	\$ 386,726.16
2014 Expenditures	\$ 1,919,638.28	\$ 2,147,398.92	\$ 24,013.61	\$ 1,602,247.57	\$ 5,693,298.38	\$ 450.00	\$ 5,693,748.38	\$ 447,537.70
2013 Expenditures	\$ 1,825,068.05	\$ 2,097,718.58	\$ 38,450.76	\$ 179,921.01	\$ 4,081,158.40	\$ -	\$ 4,081,158.40	\$ 510,367.13
2012 Expenditures	\$ 1,903,135.00	\$ 2,092,046.00	\$ 71,304.00	\$ -	\$ 4,066,485.00	\$ -	\$ 4,066,485.00	\$ 417,442.00
2011 Expenditures	\$ 1,283,042.00	\$ 1,980,094.00	\$ 106,366.00	\$ -	\$ 3,369,502.00	\$ -	\$ 3,369,502.00	\$ 332,855.00
2010 Expenditures	\$ 1,613,220.00	\$ 2,026,370.00	\$ 307,155.00	\$ -	\$ 3,946,745.00	\$ -	\$ 3,946,745.00	\$ 308,454.00
2009 Expenditures	\$ 1,826,435.00	\$ 1,998,673.00	\$ 181,674.00	\$ -	\$ 4,006,782.00	\$ -	\$ 4,006,782.00	\$ 363,932.00
2008 Expenditures	\$ 1,572,769.00	\$ 1,929,071.00	\$ 256,522.00	\$ -	\$ 3,758,362.00	\$ -	\$ 3,758,362.00	\$ 397,847.00
2007 Expenditures	\$ 1,517,748.00	\$ 1,811,169.00	\$ 366,195.00	\$ -	\$ 3,695,112.00	\$ 316,100.00	\$ 4,011,212.00	\$ 266,076.00
2006 Expenditures	\$ 1,380,473.00	\$ 1,681,815.00	\$ 25,598.00	\$ -	\$ 3,087,886.00	\$ -	\$ 3,087,886.00	\$ 264,936.00
2005 Expenditures	\$ 1,687,495.00	\$ 1,370,874.00	\$ 84,456.00	\$ -	\$ 3,142,825.00	\$ -	\$ 3,142,825.00	\$ 238,043.00

YTD								
2016 Receipts	\$ 2,687,573.02	\$ 5,514,644.69	\$ 21,402.87	\$ 4,960.96	\$ 8,228,481.08	\$ 104,881.39	\$ 8,333,362.47	\$ 1,975,488.02
2015 Receipts	\$ 4,777,073.07	\$ 7,454,209.58	\$ 97,508.58	\$ 2,072.62	\$12,330,863.25	\$ 101,205.73	\$ 12,432,068.98	\$ 1,855,111.64
2014 Receipts	\$ 2,539,022.73	\$ 5,488,393.50	\$ 32,612.16	\$ 3,609.76	\$ 8,063,629.15	\$ 129,959.48	\$ 8,193,588.63	\$ 1,888,571.78
2013 Receipts	\$ 4,090,296.39	\$ 6,742,234.98	\$ 283,278.45	\$ 5,193,947.01	\$16,219,756.83	\$ 502,368.74	\$ 16,722,125.57	\$ 2,046,607.08
2012 Receipts	\$ 5,148,407.00	\$ 7,634,587.00	\$ 180,511.00	\$ 401,782.00	\$13,365,287.00	\$ 417,312.00	\$ 13,782,599.00	\$ 1,753,830.00
2011 Receipts	\$ 4,468,628.00	\$ 6,870,147.00	\$ 94,787.00	\$ 284,362.00	\$11,717,924.00	\$ 381,871.00	\$ 12,099,795.00	\$ 1,736,636.00
2010 Receipts	\$ 4,254,482.00	\$ 7,439,030.00	\$ 1,017,924.00	\$ 254,482.00	\$12,965,918.00	\$ 324,245.00	\$ 13,290,163.00	\$ 1,811,881.00
2009 Receipts	\$ 4,140,993.00	\$ 7,570,915.00	\$ 864,870.00	\$ 216,217.00	\$12,792,995.00	\$ 325,124.00	\$ 13,118,119.00	\$ 1,714,698.00
2008 Receipts	\$ 4,116,113.00	\$ 7,825,118.00	\$ 649,016.00	\$ 204,952.00	\$12,795,199.00	\$ 294,743.00	\$ 13,089,942.00	\$ 1,598,336.00
2007 Receipts	\$ 3,899,778.00	\$ 7,747,455.00	\$ 735,303.00	\$ 258,349.00	\$12,640,885.00	\$ 340,689.00	\$ 12,981,574.00	\$ 1,354,830.00
2006 Receipts	\$ 5,152,738.00	\$ 5,983,833.00	\$ 769,798.00	\$ 222,771.00	\$12,129,140.00	\$ 313,752.00	\$ 12,442,892.00	\$ 1,368,141.00
2005 Receipts	\$ 6,532,523.00	\$ 5,255,776.00	\$ 425,810.00	\$ 260,981.00	\$12,475,090.00	\$ 351,781.00	\$ 12,826,871.00	\$ 1,389,800.00
YTD								
2016 Expenditures	\$ 8,433,936.50	\$ 9,370,265.96	\$ 1,341,785.04	\$ 655,559.73	\$19,704,577.23	\$ 1,328,643.32	\$ 21,033,220.55	\$ 2,625,066.19
2015 Expenditures	\$ 9,311,392.00	\$ 9,292,622.22	\$ 2,093,654.02	\$ 7,884,015.90	\$28,581,684.14	\$ 1,152,205.00	\$ 29,733,889.14	\$ 2,599,794.29
2014 Expenditures	\$ 8,438,968.91	\$ 8,977,266.39	\$ 1,829,759.92	\$ 8,576,155.83	\$27,922,151.05	\$ 1,211,596.67	\$ 29,133,747.72	\$ 2,217,854.09
2013 Expenditures	\$ 7,952,087.42	\$ 8,849,297.86	\$ 1,451,521.33	\$ 985,663.18	\$19,238,569.79	\$ 632,356.25	\$ 19,870,926.04	\$ 2,717,512.24
2012 Expenditures	\$ 7,844,547.00	\$ 8,650,972.00	\$ 1,151,026.00	\$ 133,366.00	\$17,779,911.00	\$ 647,388.00	\$ 18,427,299.00	\$ 2,418,290.00
2011 Expenditures	\$ 7,506,416.00	\$ 8,482,889.00	\$ 734,487.00	\$ 236,729.00	\$16,960,521.00	\$ 714,938.00	\$ 17,675,459.00	\$ 1,650,390.00
2010 Expenditures	\$ 7,319,431.00	\$ 8,454,038.00	\$ 2,576,884.00	\$ 251,541.00	\$18,601,894.00	\$ 723,063.00	\$ 19,324,957.00	\$ 2,087,727.00
2009 Expenditures	\$ 7,817,724.00	\$ 8,472,385.00	\$ 2,230,538.00	\$ 264,046.00	\$18,784,693.00	\$ 727,568.00	\$ 19,512,261.00	\$ 2,190,301.00
2008 Expenditures	\$ 7,405,313.00	\$ 8,081,774.00	\$ 3,243,529.00	\$ 254,645.00	\$18,985,261.00	\$ 718,622.00	\$ 19,703,883.00	\$ 2,245,337.00
2007 Expenditures	\$ 7,270,992.00	\$ 7,635,213.00	\$ 4,267,931.00	\$ 245,794.00	\$19,419,930.00	\$ 1,062,674.00	\$ 20,482,604.00	\$ 1,880,987.00
2006 Expenditures	\$ 6,243,268.00	\$ 7,039,172.00	\$ 1,950,065.00	\$ 259,329.00	\$15,491,834.00	\$ 743,537.00	\$ 16,235,371.00	\$ 1,465,280.00
2005 Expenditures	\$ 6,945,850.00	\$ 5,916,869.00	\$ 1,542,722.00	\$ 49,470.00	\$14,454,911.00	\$ 898,021.00	\$ 15,352,932.00	\$ 1,509,458.00

Financial Summary – December 2016

January 9, 2017

To: Board of Education

- December 2016 ending balances are \$6,245,705.11 less than December 2015.
- December 2016 total receipts are \$3,860,268.79 less than December 2015.
- December 2016 total expenditures are \$203,511.31 less than December 2015.
- YTD total receipts are down \$4,098,706.51 as compared to this time last year.
- YTD total expenditures are down \$8,700,668.59 as compared to this time last year.
- YTD total local receipts are down \$4,002,314.35. Current taxes are down \$3,921,653.94. Prop C is up \$72,326.23. Delinquent taxes are down \$132,999.37.
- YTD total county receipts are up \$41,849.08.
- YTD total state receipts are down \$48,397.91. Basic Formula monies are down \$23,388. Classroom Trust Fund monies are up \$43,383.
- YTD total federal receipts are up \$70,634.75.
- The medical trust fund is down \$307,914.44 as compared to last year at this time.

Pledged Securities

Bank	Deposit Balance	FDIC Insurance	Balance	Securities Pledged	Amt Under/Over Collateralized
Central Bank	\$6,680,964.17	\$250,000.00	\$6,430,964.17	\$9,409,587.08	\$2,978,622.91

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**2016-2017 MONTHLY
FINANCIAL STATEMENT**

JULY 2016 FINANCIAL STATEMENT Medical Self-Insurance Account			
Beginning Bal.	Revenues Received		Ending Bal.
	Premiums	Fixed Premium	
	\$75,494.14	\$83,689.48	
	\$1,289.10	\$344,407.25	
	\$12.23	\$610.44	
	\$135.44	\$127.40	
	\$134,388.44	\$0.00	
\$1,567,905.47	\$211,319.35	\$428,834.57	\$1,350,390.25

AUGUST 2016 FINANCIAL STATEMENT Medical Self-Insurance Account			
Beginning Bal.	Revenues Received		Ending Bal.
	Premiums	Fixed Premium	
	\$111,448.55	\$80,726.50	
	\$643.66	\$365,343.13	
	\$10.07	-\$475.00	
	\$11,713.87	\$135.25	
	\$31,919.20	\$0.00	
\$1,350,390.25	\$155,735.35	\$445,729.88	\$1,060,395.72

SEPTEMBER 2016 FINANCIAL STATEMENT Medical Self-Insurance Account			
Beginning Bal.	Revenues Received		Ending Bal.
	Premiums	Fixed Premium	
	\$475,541.35	\$80,372.86	
	\$643.66	\$372,632.37	
	\$0.00	\$0.00	
	\$0.00	\$113.40	
	\$39,771.55	\$0.00	
\$1,060,395.72	\$515,956.56	\$453,118.63	\$1,123,233.65

\$100,000 was transferred back into medical account. It is included under the "Premiums".

**OCTOBER 2016 FINANCIAL STATEMENT
Medical Self-Insurance Account**

Beginning Bal.	Revenues Received		Ending Bal.
	Premiums	Fixed Premium	
	\$486,150.00	\$79,649.34	
	\$5,355.26	\$303,030.51	
	\$42.87	\$0.00	
	\$0.00	\$0.00	
	\$0.00	\$0.00	
\$1,123,233.65	\$491,548.13	\$382,679.85	\$1,232,101.93

\$100,000 was transferred back into medical account. It is included under the "Premiums".

**NOVEMBER 2016 FINANCIAL STATEMENT
Medical Self-Insurance Account**

Beginning Bal.	Revenues Received		Ending Bal.
	Premiums	Fixed Premium	
	\$390,955.00	\$81,739.68	
	\$4,529.51	\$364,044.39	
	\$41.11	\$0.00	
	\$10,324.68	\$107.35	
	\$1,031.55	\$0.00	
\$1,232,101.93	\$406,881.85	\$445,891.42	\$1,193,092.36

**DECEMBER 2016 FINANCIAL STATEMENT
Medical Self-Insurance Account**

Beginning Bal.	Revenues Received		Ending Bal.
	Premiums	Fixed Premium	
	\$391,040.00	\$82,756.09	
	\$2,626.14	\$386,055.75	
	\$40.33	\$0.00	
	\$0.00	\$0.00	
	\$340.31	\$0.00	
\$1,193,092.36	\$394,046.78	\$468,811.84	\$1,118,327.30

*Premiums 2016-2017 School Year-to-Date (July 1 - Dec. 31)

COBRA	\$1,930,629.04	Fixed Premium	\$488,933.95
Interest	\$15,087.33	Claims	\$2,135,513.40
Reimb./Old Ck	\$146.61	Overpay/Refund	\$135.44
Stop Loss Reimb.	\$22,173.99	Sv. Chg./NSF Chks	\$483.40
Revenue Totals	\$2,077,451.05	ACA Fees	\$0.00
	\$2,175,488.02	Expenditure Totals	\$2,625,066.19

CLAIMS	16-17 Med-Pay	15-16 Med-Pay	14-15 Med-Pay	13-14 Med-Pay	12-13 Med-Pay	11-12 Med-Pay	10-11 Med-Pay	09-10 Med-Pay	08-09 Med-Pay	07-08 Med-Pay	06-07 Med-Pay
July	\$344,407.25	\$250,315.16	\$219,315.25	\$263,361.32	\$283,611.71	\$168,985.39	\$287,494.22	\$427,698.06	\$400,005.10	\$375,122.92	\$170,342.46
August	\$365,343.13	\$399,750.39	\$444,780.89	\$315,541.80	\$408,976.99	\$278,743.46	\$350,511.96	\$499,214.99	\$325,691.66	\$325,523.23	\$292,877.95
September	\$372,632.37	\$409,377.64	\$257,836.80	\$610,700.44	\$297,969.21	\$196,355.63	\$281,166.96	\$159,283.29	\$227,522.56	\$171,598.80	\$177,547.88
October	\$303,030.51	\$417,161.04	\$301,019.48	\$383,327.05	\$369,519.56	\$153,415.65	\$305,672.28	\$270,695.04	\$188,889.41	\$280,051.14	\$203,034.06
November	\$364,044.39	\$342,910.41	\$175,137.59	\$298,086.82	\$281,331.80	\$230,438.11	\$287,238.73	\$228,018.13	\$496,053.93	\$262,066.34	\$173,262.57
December	\$386,055.75	\$257,660.75	\$303,748.68	\$438,077.43	\$344,447.92	\$263,849.58	\$253,818.66	\$315,072.19	\$355,010.03	\$224,715.26	\$227,712.73
January		\$395,344.80	\$267,267.57	\$530,197.02	\$640,607.35	\$324,307.75	\$295,383.46	\$401,218.11	\$323,193.62	\$347,811.13	\$289,925.16
February		\$202,448.47	\$380,636.79	\$253,495.18	\$335,319.29	\$309,115.12	\$158,984.63	\$382,084.19	\$288,437.52	\$223,255.51	\$170,715.55
March		\$572,480.74	\$415,021.71	\$341,882.88	\$542,822.33	\$288,183.00	\$645,113.36	\$355,349.54	\$261,119.46	\$327,659.47	\$165,512.88
April		\$451,517.17	\$240,533.20	\$298,895.37	\$377,751.83	\$209,003.76	\$250,777.23	\$623,165.38	\$611,927.60	\$304,963.31	\$155,347.87
May		\$333,831.14	\$304,562.43	\$410,141.08	\$528,231.95	\$293,487.96	\$210,957.88	\$330,653.24	\$281,544.76	\$195,502.35	\$161,885.14
June		\$548,264.03	\$311,420.92	\$437,341.00	\$755,193.69	\$394,830.02	\$279,578.73	\$570,849.67	\$627,090.46	\$347,913.00	\$166,397.33

*04-05 Jan. included \$330,159.26 which was pd by Stop Loss. Claims were \$270,197.65 that we pd

ENDING BAL	16-17 Med-Pay	15-16 Med-Pay	14-15 Med-Pay	13-14 Med-Pay	12-13 Med-Pay	11-12 Med-Pay	10-11 Med-Pay	09-10 Med-Pay	08-09 Med-Pay	07-08 Med-Pay
July	\$1,350,390.25	\$1,977,054.64	\$1,813,273.33	\$2,099,348.12	\$2,342,401.12	\$1,778,463.34	\$1,290,123.31	\$1,519,208.40	\$2,219,251.64	\$2,247,901.71
August	\$1,060,395.72	\$1,561,930.16	\$1,498,288.84	\$1,826,664.27	\$2,020,500.95	\$1,555,840.66	\$1,068,654.63	\$1,084,739.74	\$1,943,307.87	\$1,972,318.12
September	\$1,123,233.65	\$1,521,412.94	\$1,543,411.31	\$1,514,176.69	\$2,018,458.75	\$1,656,465.73	\$1,084,561.66	\$1,223,531.50	\$1,983,836.00	\$2,061,260.27
October	\$1,232,101.93	\$1,439,924.57	\$1,563,378.83	\$1,439,070.74	\$1,944,978.04	\$1,849,342.69	\$1,086,260.23	\$1,380,986.96	\$2,069,605.93	\$2,040,015.95
November	\$1,193,168.71	\$1,418,629.65	\$1,699,055.80	\$1,444,264.45	\$1,970,544.15	\$1,916,054.51	\$1,118,232.16	\$1,437,355.65	\$1,881,910.94	\$2,035,990.32
December	\$1,118,327.30	\$1,426,241.74	\$1,638,033.60*	\$1,188,377.89	\$1,923,248.19	\$1,947,829.81	\$1,182,695.03	\$1,407,949.09	\$1,801,549.29	\$2,071,788.95
January		\$1,432,841.84	\$1,679,906.90	\$1,127,127.13	\$1,504,828.88	\$1,932,663.64	\$1,242,822.18	\$1,291,254.88	\$1,750,245.27	\$1,987,174.73
February		\$1,554,529.47	\$1,618,079.18	\$1,318,863.10	\$1,803,485.61	\$1,921,673.92	\$1,409,517.93	\$1,192,724.07	\$1,776,115.70	\$1,939,554.54
March		\$1,325,562.76	\$1,514,008.92	\$1,310,282.99	\$1,791,335.63	\$1,943,934.31	\$1,081,226.00	\$1,222,988.32	\$1,860,988.26	\$1,988,239.08
April		\$1,204,152.02	\$1,592,206.73	\$1,385,131.96	\$1,881,033.82	\$2,040,436.96	\$1,272,477.12	\$1,069,996.72	\$1,521,756.36	\$1,991,081.99
May		\$1,192,517.98	\$1,602,054.68	\$1,274,603.55	\$1,680,562.96	\$1,979,020.73	\$1,318,582.01	\$1,204,401.70	\$1,545,804.73	\$2,068,391.30
June		\$1,567,905.47	\$2,170,924.39	\$1,767,315.91	\$1,859,283.05	\$2,587,708.04	\$1,861,584.09	\$1,458,538.89	\$1,883,552.42	\$2,448,550.87

July 1, 2007 we transferred \$1,000,000.00 out of Medical Account per Ron Hendricks. July 1, 2014 \$200,000.00 transferred back into Medical Account per Dr. Tim Hadfield.

*December 2014 was the first annual ACA Fee of \$69,005.79 (\$63 per covered life); Sept. 2016 \$100,000 and Oct. 2016 \$100,000 was transferred back into Medical Account per Dr. Tim Hadfield

CLAIMS	05-06 Med-Pay	04-05 Med-Pay	03-04 Med-Pay
July	\$321,334.42	\$133,185.69	\$ 27,756.09
August	\$193,063.00	\$159,151.40	\$123,263.78
September	\$208,795.27	\$160,373.47	\$329,978.42
October	\$201,555.02	\$138,418.35	\$178,931.74
November	\$172,064.09	\$149,008.84	\$259,307.29
December	\$203,068.55	\$192,828.60	\$245,001.81
January	\$150,889.30	\$600,356.91*	\$200,497.18
February	\$238,954.33	\$202,519.30	\$155,762.54
March	\$150,227.03	\$213,795.04	\$151,813.68
April	\$112,346.51	\$145,756.34	\$169,280.63
May	\$198,171.03	\$326,388.68	\$125,881.05
June	\$210,294.04	\$307,724.92	\$238,590.03

ENDING BAL	06-07 Med-Pay	05-06 Med-Pay	04-05 Med-Pay	03-04 Med-Pay
July	\$2,743,175.51	\$1,990,479.12	\$1,405,052.13	\$732,281.15
August	\$2,516,667.11	\$1,844,329.10	\$1,293,874.89	\$652,166.64
September	\$2,591,203.84	\$1,876,376.20	\$1,412,907.63	\$604,225.16
October	\$2,647,375.12	\$1,922,364.82	\$1,546,279.68	\$752,563.91
November	\$2,725,325.48	\$1,997,768.23	\$1,587,513.47	\$727,790.43
December	\$2,751,330.33	\$2,043,557.19	\$1,641,944.28	\$719,625.14
January	\$2,719,007.58	\$2,139,116.83	\$1,621,403.72	\$752,419.67
February	\$2,803,867.63	\$2,148,965.93	\$1,668,769.75	\$827,471.99
March	\$2,890,136.79	\$2,245,745.08	\$1,735,650.63	\$914,136.08
April	\$2,984,645.73	\$2,384,039.28	\$1,861,600.57	\$975,544.29
May	\$3,077,731.48	\$2,436,022.30	\$1,796,353.55	\$1,088,051.57
June	\$3,597,945.49*	\$2,848,470.13	\$2,163,214.87	\$1,503,987.81

**Camdenton R-III
Flex Benefit Account
Central Bank of the Ozarks**

Account # 125062814

Balance 12/01/2016		\$40,918.24
Deposits	\$22,186.35 Premium	
Total Deposits		\$22,186.35
Withdrawals	\$ 1,068.76	
	1,775.07	
	1,402.25	
	1,561.27	
	2,844.62	
	671.19	
	961.40	
	1,987.60	
	219.48	
	522.00	
	207.45	
	6,390.11 Claims	
Total Withdrawals		\$19,611.20
Balance 12/31/2016		\$43,493.39

Mid-Year Food Service Report

January 2, 2017

July – December 2016 Highlights:

- Meals Served:
 - Lunch
 - Student Lunch Total = 231,335
 - Free = 134,504
 - Reduced = 21,757
 - Paid = 75,074
 - Adult Lunch Total = 11,301
 - Breakfast
 - Student Breakfast Total = 127,577
 - Free = 81,879
 - Reduced = 10,765
 - Paid = 34,933
 - Adults = 1,711
 - BIC Free Adults = 4,382
 - Afterschool Snacks Total = 4,649
 - Supper Total = 8,102
 - Free Adults = 585
- Breakfast & Lunch Participation Rates
 - Lunch = 75%; Equal to 15-16 SY
 - Breakfast = 51%; Equal to 15-16 SY
- 70% of Lunches served were to free or reduced price students.
- 77% of Breakfasts served were to free or reduced price students.
- 56% of our student population qualifies for free or reduced price benefits. Direct Certification is now available on a weekly basis through DESE. Currently, 1409 students are directly certified for free meals through food stamps or temporary assistance.
- The food service department continues to offer breakfast in the classroom at Hurricane Deck Elementary (91% ADP) and Osage Beach Elementary (78% ADP) at no cost to the students and adults. Breakfast in the classroom has been offered at Dogwood (73% ADP) since the start of the 16-17 SY. The department received a \$2,000.00 grant from the Midwest Dairy Council for equipment for breakfast in the classroom at Dogwood.
- Implementation of Identometrics Finger Scanning began the first week of September at Hurricane Deck and Osage Beach. We have been pleased with how the system works and plan to start finger scanning in Dogwood before the end of the school year to replace the use of lunch cards.

- 21 food service employees are level 1 certified through the National School Nutrition Association. Two food service employees are certified level 2. Seven new employees are currently working on certification. USDA's Professional Standards went into effect July 1, 2015. All food service personnel must complete hours of professional development.
 - Directors 12 hours
 - Managers 10 hours
 - Staff 6 hours.
 - Part Time Staff 4 hours
- The food service office will continue to provide educational opportunities for our staff to achieve these standards and we will monitor that the hours are met.
- Each site has had a health inspection. All inspections had positive remarks. Any sited items have been addressed and corrected.
- The Food Service Department is offering the supper program to students participating in afterschool programs. By allowing access to more afterschool programs, we have doubled the number of meals served over the 15-16SY. All kitchens are open for meal service afterschool except for Middle School. Those students walk over to Dogwood to receive their meal. We also deliver food to LCTC for those students in afterschool programs.

DRAFT

CAMDENTON R-III SCHOOL DISTRICT

2017-2018

Option 1 - Similar to 2016-2017

Teacher Work Day
No Students

Professional Development
No Students

Early Release/Collaboration
2:00 p.m.

Early Dismissal
12:30 p.m.

HOLIDAY - NO SCHOOL

August 2017

M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September 2017

M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October 2017

M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November 2017

M	Tu	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December 2017

M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Schedule

Aug.	New Teacher Orientation
Aug. 15-18, 21	Teacher Work Days
Aug.	Middle School Meet/Teacher Night
Aug.	All Elem. Meet the Teacher Night
	Osage Beach, Hurricane Deck, Dogwood, & Hawthorn Elementaries
Aug.	Oak Ridge Intermediate, High School & Horizons Meet/Teacher Night
Aug. 22	SCHOOL BEGINS
Sept. 1	Professional Development Day
Sept. 4	Labor Day – No School
Oct. __	Homecoming
Oct. 19	Last Day of 1 st Quarter (41 days)
Oct. 20	Teacher Work Day
Nov. 22 through 24	Thanksgiving Vacation
Dec. 20	Christmas Vacation Begins at 12:30 p.m.
	Last Day of 2 nd Quarter (40 days)
Dec. 21 through Jan. 1	Christmas Vacation
Jan. 1	New Year's Day – No School
Jan. 2	PD Day/Teacher Work Day
Jan. 3	School Resumes
Jan. 15	Martin Luther King, Jr. Day – No School
Feb. 19	Presidents' Day – No School
Mar. 8	Last Day of 3 rd Quarter (45 days)
Mar. 9	Teacher Work Day
Mar. 29 through Apr. 2	Spring Break (Easter – April 1)
May 17	Graduation
May 21	School Term Ends, 12:30 p.m.
	Last Day of 4 th Quarter (48 days)
May 22	Teacher Work Day
May 28	Memorial Day

174 Student School Days
185 Teacher Contract Days

Make-Up Schedule for Missed School Days

1 st Day	Jan. 15	5 th Day	May 24
2 nd Day	Feb. 19	6 th Day	May 25
3 rd Day	May 22	7 th Day	May 29
4 th Day	May 23	8 th Day	May 30

Summer School Begins June __, 2018

January 2018

M	Tu	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February 2018

M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

March 2018

M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

April 2018

M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

May 2018

M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

June 2018

M	Tu	W	Th	F
				1

CAMDENTON R-III SCHOOL DISTRICT

2017-2018

Option 2 - Similar to 2016-2017 w/Teacher Conferences

Teacher Work Day
No Students

Professional Development
No Students

Early Release/Collaboration
2:00 p.m.

Early Dismissal
12:30 p.m.

Holidays/NO SCHOOL

August 2017				
M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September 2017				
M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October 2017				
M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November 2017				
M	Tu	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December 2017				
M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Schedule			
Aug.	New Teacher Orientation		
Aug. 15-18, 21	Teacher Work Days		
Aug.	Middle School Meet Teacher Night		
Aug.	All Elem. Meet the Teacher Night Osage Beach, Hurricane Deck, Dogwood, & Hawthorn Elementaries		
Aug.	Oak Ridge Intermediate, High School & Horizons Meet Teacher Night		
Aug. 22	SCHOOL BEGINS		
Sept. 1	Professional Development Day		
Sept. 4	Labor Day – No School		
Oct. __	Homecoming		
Oct. 19	Last Day of 1 st Quarter (41 days)		
Oct. 20	Teacher Work Day		
Oct. 23	Elem., Intern., MS, HS Parent/Teacher Conferences (4:00-8:00 p.m.)		
Oct. 24	Elem. & Intermediate Parent Teacher Conf. (4:00-8:00 p.m.)		
Oct. 26	MS/HS Parent Teacher Conf. (4-8 p.m.)		
Oct. 27	No School		
Nov. 22 through 24	Thanksgiving Vacation		
Dec. 21	Christmas Vacation Begins at 12:30 p.m.		
Dec. 22 through Jan. 1	Last Day of 2 nd Quarter (40 days) Christmas Vacation		
Jan. 1	New Year's Day – No School		
Jan. 2	PD Day/Teacher Work Day		
Jan. 3	School Resumes		
Jan. 15	Martin Luther King, Jr. Day – No School		
Feb. 19	Presidents' Day – No School		
Mar. 8	Last Day of 3 rd Quarter (45 days)		
Mar. 9	Teacher Work Day		
Mar. 29 through Apr. 2	Spring Break (Easter – April 1)		
May 17	Graduation		
May 21	School Term Ends, 12:30 p.m.		
May 22	Last Day of 4 th Quarter (48 days) Teacher Work Day		
May 28	Memorial Day		
174 Student School Days 185 Teacher Contract Days			
<i>Make-Up Schedule for Missed School Days</i>			
1 st Day	Jan. 15	5 th Day	May 24
2 nd Day	Feb. 19	6 th Day	May 25
3 rd Day	May 22	7 th Day	March 29
4 th Day	May 23	8 th Day	May 29
Summer School Begins June __, 2018			

January 2018				
M	Tu	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February 2018				
M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

March 2018				
M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

April 2018				
M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

May 2018				
M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

June 2018				
M	Tu	W	Th	F
				1

CAMDENTON R-III SCHOOL DISTRICT

2017-2018

Option 3 - Teacher Work Days Scattered Throughout

Teacher Work Day
No Students

Professional Development
No Students

Early Release/Collaboration
2:00 p.m.

Early Dismissal
12:30 p.m.

Holiday/NO SCHOOL

August 2017				
M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September 2017				
M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October 2017				
M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November 2017				
M	Tu	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December 2017				
M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Schedule			
Aug.	New Teacher Orientation		
Aug. 17-18	Teacher Work Days		
Aug.	Middle School Meet/ Teacher Night		
Aug.	All Elem. Meet the Teacher Night		
	Osage Beach, Hurricane Deck, Dogwood, & Hawthorn Elementaries		
Aug.	Oak Ridge Intermediate, High School & Horizons Meet/ Teacher Night		
Aug. 21	SCHOOL BEGINS		
Sept. 1	Professional Development Day		
Sept. 4	Labor Day – No School		
Sept. 29	Professional Development Day		
Oct. __	Homecoming		
Oct. 18	Last Day of 1 st Quarter (40 days)		
Oct. 20	Teacher Work Day		
Oct. 23	Elem., Intern., MS, HS Parent/Teacher Conferences (4:00-8:00 p.m.)		
Oct. 24	Elem. & Intermediate Parent/Teacher Conf. (4:00-8:00 p.m.)		
Oct. 26	MS/HS Parent Teacher Conf. (4-8 p.m.)		
Oct. 27	No School		
Nov. 22 through 24	Thanksgiving Vacation		
Dec. 8	Professional Development Day		
Dec. 21	Christmas Vacation Begins at 12:30 p.m.		
Dec. 22 through Jan. 1	Last Day of 2 nd Quarter (40 days) Christmas Vacation		
Jan. 1	New Year's Day – No School		
Jan. 2	PD Day/Teacher Work Day		
Jan. 3	School Resumes		
Jan. 15	Martin Luther King, Jr. Day – No School		
Feb. 16	Professional Development Day		
Feb. 19	Presidents' Day – No School		
Mar. 8	Last Day of 3 rd Quarter (44 days)		
Mar. 9	Teacher Work Day		
Mar. 29 through Apr. 2	Spring Break		
May 17	Graduation		
May 23	School Term Ends, 12:30 p.m.		
May 24	Last Day of 4 th Quarter (50 days) Teacher Work Day		
May 28	Memorial Day		
174 Student School Days 185 Teacher Contract Days			
Make-Up Schedule for Missed School Days			
1 st Day	Jan. 15	5 th Day	May 29
2 nd Day	Feb. 19	6 th Day	May 30
3 rd Day	May 24	7 th Day	May 31
4 th Day	May 25	8 th Day	March 29

January 2018				
M	Tu	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February 2018				
M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

March 2018				
M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

April 2018				
M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

May 2018				
M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

June 2018				
M	Tu	W	Th	F
				1

CAMDENTON R-III SCHOOL DISTRICT

2017-2018

Option 4 - Similar to 2016-2017 & more similar to Sending Schools

Teacher Work Day
No Students

Professional Development
No Students

Early Release/Collaboration
2:00 p.m.

Early Dismissal
12:30 p.m.

Holiday/NO SCHOOL

August 2017				
M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September 2017				
M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October 2017				
M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November 2017				
M	Tu	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December 2017				
M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

Schedule			
Aug.	New Teacher Orientation		
Aug. 14-18	Teacher Work Days		
Aug.	Middle School Meet Teacher Night		
Aug.	All Elem. Meet the Teacher Night		
	Osage Beach, Hurricane Deck, Dogwood, & Hawthorn Elementaries		
Aug.	Oak Ridge Intermediate, High School & Horizons Meet Teacher Night		
Aug. 21	SCHOOL BEGINS		
Sept. 1	Professional Development Day		
Sept. 4	Labor Day – No School		
Oct. __	Homecoming		
Oct. 19	Last Day of 1 st Quarter (42 days)		
Oct. 20	Teacher Work Day		
Oct. 23	Elem., Intern., MS, HS Parent/Teacher Conferences (4:00-8:00 p.m.)		
Oct. 24	Elem. & Intermediate Parent Teacher Conf. (4:00-8:00 p.m.)		
Oct. 26	MS/HS Parent Teacher Conf. (4-8 p.m.)		
Oct. 27	No School		
Nov. 22 through 24	Thanksgiving Vacation		
Dec. 20	Christmas Vacation Begins at 12:30 p.m.		
	Last Day of 2 nd Quarter (39 days)		
Dec. 21 through Jan. 1	Christmas Vacation		
Jan. 1	New Year's Day – No School		
Jan. 2	PD Day/Teacher Work Day		
Jan. 3	School Resumes		
Jan. 15	Martin Luther King, Jr. Day – No School		
Feb. 19	Presidents' Day – No School		
Mar. 8	Last Day of 3 rd Quarter (45 days)		
Mar. 9	Teacher Work Day		
Mar. 28 through Apr. 2	Spring Break (Easter – April 1)		
May 17	Graduation		
May 22	School Term Ends, 12:30 p.m.		
	Last Day of 4 th Quarter (48 days)		
May 23	Teacher Work Day		
May 28	Memorial Day		
	174 Student School Days		
	185 Teacher Contract Days		
Make-Up Schedule for Missed School Days			
1 st Day	Jan. 15	5 th Day	May 25
2 nd Day	Feb. 19	6 th Day	March 28
3 rd Day	May 23	7 th Day	March 29
4 th Day	May 24	8 th Day	May 29
Summer School Begins June __, 2018			

January 2018				
M	Tu	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February 2018				
M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

March 2018				
M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

April 2018				
M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

May 2018				
M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

June 2018				
M	Tu	W	Th	F
				1

CAMDENTON R-III SCHOOL DISTRICT

2017-2018

Option 5 - Similar to 2016-2017 & more similar to Sending Schools (New Year)

Teacher Work Day
No Students

Professional Development
No Students

Early Release/Collaboration
2:00 p.m.

Early Dismissal
12:30 p.m.

Holiday/NO SCHOOL

Schedule

Aug. New Teacher Orientation
 Aug. 14-18 Teacher Work Days
 Aug. Middle School Meet Teacher Night
 Aug. All Elem. Meet the Teacher Night
 Osage Beach, Hurricane Deck, Dogwood, & Hawthorn Elementaries
 Aug. Oak Ridge Intermediate, High School & Horizons Meet Teacher Night
 Aug. 21 SCHOOL BEGINS
 Sept. 1 Professional Development Day
 Sept. 4 Labor Day - No School
 Oct. __ Homecoming
 Oct. 19 Last Day of 1st Quarter (42 days)
 Oct. 20 Teacher Work Day
 Oct. 23 Elem., Intern., MS, HS Parent/Teacher Conferences (4:00-8:00 p.m.)
 Oct. 24 Elem. & Intermediate Parent/Teacher Conf. (4:00-8:00 p.m.)
 Oct. 26 MS/HS Parent/Teacher Conf. (4-8 p.m.)
 Oct. 27 No School
 Nov. 22 through 24 Thanksgiving Vacation
 Dec. 20 Christmas Vacation Begins at 12:30 p.m.
 Last Day of 2nd Quarter (39 days)
 Dec. 21 through Jan. 2 Christmas Vacation
 Jan. 1 New Year's Day - No School
 Jan. 3 PD Day/Teacher Work Day
 Jan. 4 School Resumes
 Jan. 15 Martin Luther King, Jr. Day - No School
 Feb. 19 Presidents' Day - No School
 Mar. 8 Last Day of 3rd Quarter (44 days)
 Mar. 9 Teacher Work Day
 Mar. 29 through Apr. 2 Spring Break (Easter - April 1)
 May 17 Graduation
 May 22 School Term Ends, 12:30 p.m.
 Last Day of 4th Quarter (49 days)
 May 23 Teacher Work Day
 May 28 Memorial Day

174 Student School Days
185 Teacher Contract Days

Make-Up Schedule for Missed School Days

1 st Day	Jan. 15	5 th Day	May 25
2 nd Day	Feb. 19	6 th Day	March 29
3 rd Day	May 23	7 th Day	May 29
4 th Day	May 24	8 th Day	May 30

Summer School Begins June __, 2018

August 2017				
M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

September 2017				
M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October 2017				
M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November 2017				
M	Tu	W	Th	F
		1	2	3
6	7	8	9	10
13	14	15	16	17
20	21	22	23	24
27	28	29	30	

December 2017				
M	Tu	W	Th	F
				1
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

January 2018				
M	Tu	W	Th	F
1	2	3	4	5
8	9	10	11	12
15	16	17	18	19
22	23	24	25	26
29	30	31		

February 2018				
M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28		

March 2018				
M	Tu	W	Th	F
			1	2
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

April 2018				
M	Tu	W	Th	F
2	3	4	5	6
9	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30				

May 2018				
M	Tu	W	Th	F
	1	2	3	4
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
28	29	30	31	

June 2018				
M	Tu	W	Th	F
				1

I-Ready Assessment Mid-Year Checkpoint

Students took their 2nd I-Ready Diagnostic right before the holiday break. I have attached reports for you. I wish you could see the data for all students. Please remember that this is the student's current status in relation to the current expectation of where they are in the school year (mid-point). It is good for them to be performing at beginning, middle, or end of current grade level expectations. However, at the end of the year, I-Ready only looks at the students and their ending point with their status being compared to the end of the school year expectations for that grade level. We are giving you some quick bullet points about the reports we are providing.

Page 1: This page depicts percentages of all students throughout the district K-5 who have already demonstrated one year's growth. This growth is based on a comparison between I-Ready Diagnostic #1 and Diagnostic #2.

Page 2: This chart shows the total district (K-5) students who are already performing on or above grade level based on Diagnostic #2 results. Again, please remember that this is a depiction of the students who are already performing on or above grade level at the end of the school year. It is not considered an end for them to be performing at the beginning of the current grade level.

The Intervention Screener Report is a new report for you all to look at. It is building specific in regards to the placements of students in both reading and math. You will see two parts of each page. The top part gives the overall building data for Diagnostic # 2. The triangle at the top of the page is aligned to more years below grade level. In Kindergarten, you won't see red, since Pre-K-Kindergarten (PK) is one grade level below of Kindergarten. Students who are performing in the red, receive additional layers of support, most generally in small or individual groups to close their skill gaps. The second layer of the triangle gives us the number/percentages of students who are considered to be one year below the grade level they are in. For instance, first grade students scoring at the Kindergarten level will be in the yellow layer of the intervention triangle. They are receiving additional supports outside of the whole class instruction. The third layer of the triangle depicts the number/percentages of students who are performing on or above grade level from the Diagnostic # 2 assessment. The lower bar charts at the bottom of each building intervention report has more specific numbers per grade level in each of the colored layers.

Pages 3-8: Building Intervention Reports for Math
 Pages 9-14: Building Intervention Reports for Reading

BOARD OF EDUCATION

Chris C. Mathis, President
 Nancy A. Martinez, Vice President
 Courtney R. Smith, Member
 Leah Schick, Member
 Lisa Lee, Secretary



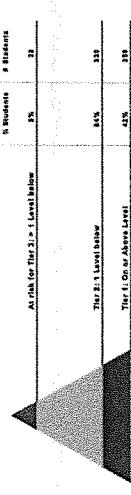
Intervention Screener Report

Academic year: Current (2015-2017)
 School: DODDWOOD ELEMENTARY SCHOOL Show: Diagnostic 2 - 11/02/2016 - 01/14/2017
 Subject: Math

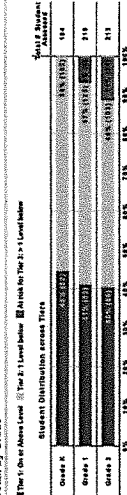
Use this report to review school-wide Diagnostic Assessment results by performance lens for RTI.

School Summary

616 out of 628 Students Tested



Detail by Grade



District totals of students who have are on (early, mid or late) or above grade level based iReady Diagnostic Two overall placement results are shown below by grade level and content.

	Reading	Math
K	169/290 = 58%	135/289 = 47%
1	115/312 = 37%	114/311 = 37%
2	151/290 = 52%	110/287 = 38%
3	195/320 = 61%	117/320 = 37%
4	137/329 = 42%	137/329 = 42%
5	129/321 = 40%	130/319 = 41%
6	149/312 = 48%	98/309 = 32%
7	148/311 = 48%	106/311 = 34%
8	149/313 = 48%	108/315 = 34%



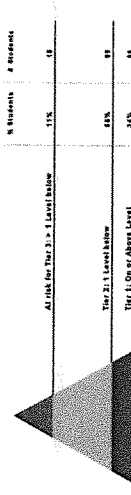
Intervention Screener Report

Academic year: Current (2015-2017)
 School: HURKANE BECK ELEM SCHOOL Show: Diagnostic 2 - 11/02/2016 - 01/14/2017
 Subject: Math

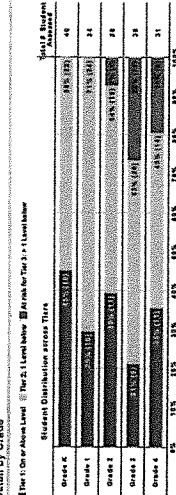
Use this report to review school-wide Diagnostic Assessment results by performance lens for RTI.

School Summary

171 out of 173 Students Tested



Detail by Grade



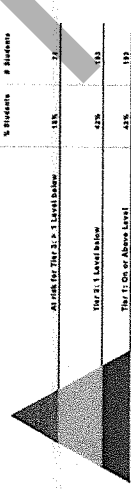
Intervention Screener Report

Academic year: Current (2015-2017)
 School: HAWTHORN ELEMENTARY SCHOOL Show: Diagnostic 2 - 11/02/2016 - 01/14/2017
 Subject: Math

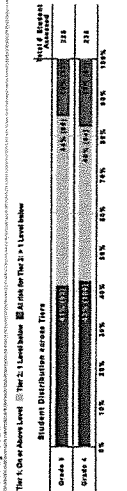
Use this report to review school-wide Diagnostic Assessment results by performance lens for RTI.

School Summary

499 out of 498 Students Tested



Detail by Grade

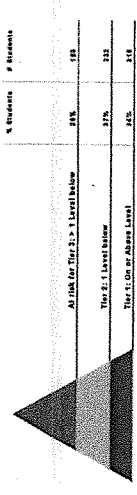


Intervention Screener Report
 Academic year: Current (2016-2017) Define "On Level": Standard View
 School: MIDDLE SCHOOL Show: Diagnostic 2 - 11/02/2016 - 01/14/2017
 Subject: Math

Use this report to review school-wide Diagnostic Assessment results by performance level for RTI.

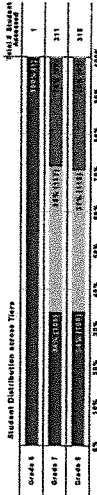
School Summary

627 out of 628 Students Tested



Detail by Grade

■ Tier 1: On or Above Level ■ Tier 2: 1 Level below ■ At Risk for Tier 2 > 1 Level below

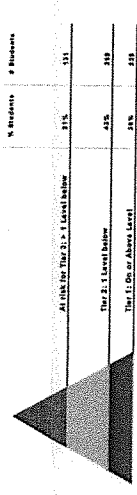


Intervention Screener Report
 Academic year: Current (2016-2017) Define "On Level": Standard View
 School: OAK RIDGE INTERMEDIATE SCHOOL Show: Diagnostic 2 - 11/02/2016 - 01/14/2017
 Subject: Math

Use this report to review school-wide Diagnostic Assessment results by performance level for RTI.

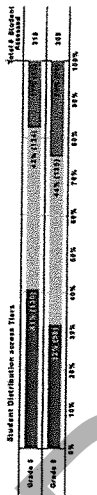
School Summary

628 out of 637 Students Tested



Detail by Grade

■ Tier 1: On or Above Level ■ Tier 2: 1 Level below ■ At Risk for Tier 2 > 1 Level below

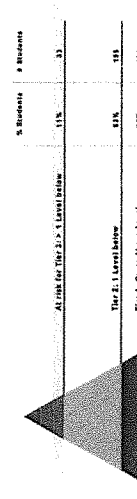


Intervention Screener Report
 Academic year: Current (2016-2017) Define "On Level": Standard View
 School: OAK BEACH ELEMENTARY SCHOOL Show: Diagnostic 2 - 11/02/2016 - 01/14/2017
 Subject: Math

Use this report to review school-wide Diagnostic Assessment results by performance level for RTI.

School Summary

282 out of 303 Students Tested



Detail by Grade

■ Tier 1: On or Above Level ■ Tier 2: 1 Level below ■ At Risk for Tier 2 > 1 Level below

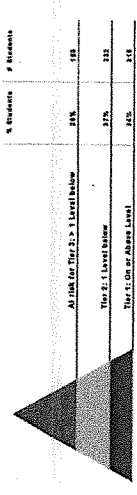


Intervention Screener Report
 Academic year: Current (2016-2017) Define "On Level": Standard View
 School: MIDDLE SCHOOL Show: Diagnostic 2 - 11/02/2016 - 01/14/2017
 Subject: Math

Use this report to review school-wide Diagnostic Assessment results by performance level for RTI.

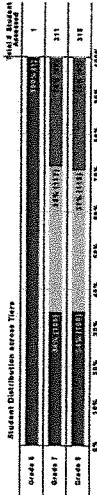
School Summary

618 out of 628 Students Tested



Detail by Grade

■ Tier 1: On or Above Level ■ Tier 2: 1 Level below ■ At Risk for Tier 2 > 1 Level below

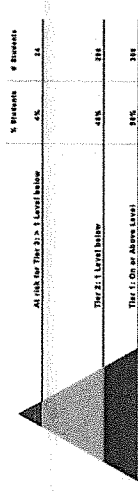


Intervention Screener Report
 Academic year: Current (2016-2017) Define "On Level": Standard View
 School: DOYWOOD ELEMENTARY SCHOOL Show: Diagnostic 2 - 11/02/2016 - 01/14/2017
 Subject: Reading

Use this report to review school-wide Diagnostic Assessment results by performance level for RTI.

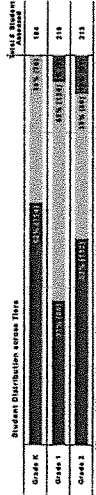
School Summary

618 out of 628 Students Tested



Detail by Grade

■ Tier 1: On or Above Level ■ Tier 2: 1 Level below ■ At Risk for Tier 2 > 1 Level below

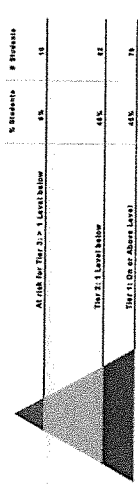


Intervention Screener Report
 Academic year: Current (2016-2017) Define "On Level": Standard View
 School: HERRING BECK ELEM SCHOOL Show: Diagnostic 2 - 11/02/2016 - 01/14/2017
 Subject: Reading

Use this report to review school-wide Diagnostic Assessment results by performance level for RTI.

School Summary

171 out of 173 Students Tested



Detail by Grade

■ Tier 1: On or Above Level ■ Tier 2: 1 Level below ■ At Risk for Tier 2 > 1 Level below





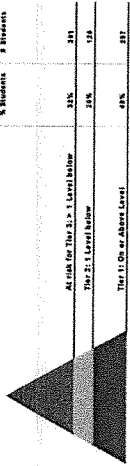
Intervention Screener Report

Current (2016-2017) Standard View
Academic year: BEACH ELEMENTARY
School: Diagnostic 2 - 11/02/2016 - 01/14/2017
Subject: Reading

Use this report to review school-wide Diagnostic Assessment results by performance tier for RTI.

School Summary

624 out of 627 Students Tested



Detail by Grade

Tier 1: On or Above Level Tier 2: 1 Level below At risk for Tier 2 > 1 Level below



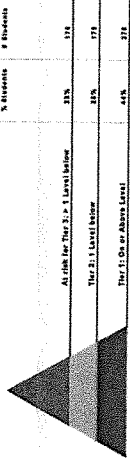
Intervention Screener Report

Current (2016-2017) Standard View
Academic year: WEDGE INTERMEDIATE SCHOOL
School: Diagnostic 2 - 11/02/2016 - 01/14/2017
Subject: Reading

Use this report to review school-wide Diagnostic Assessment results by performance tier for RTI.

School Summary

633 out of 638 Students Tested



Detail by Grade

Tier 1: On or Above Level Tier 2: 1 Level below At risk for Tier 2 > 1 Level below



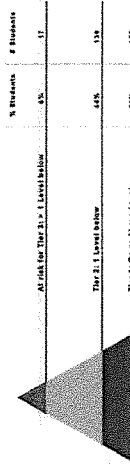
Intervention Screener Report

Current (2016-2017) Standard View
Academic year: BEACH ELEMENTARY
School: Diagnostic 2 - 11/02/2016 - 01/14/2017
Subject: Reading

Use this report to review school-wide Diagnostic Assessment results by performance tier for RTI.

School Summary

297 out of 303 Students Tested



Detail by Grade

Tier 1: On or Above Level Tier 2: 1 Level below At risk for Tier 2 > 1 Level below



I-Ready Mid-Year Checkpoint January 9, 2017

Students Demonstrating ... One Year's Growth-Math Diagnostic # 2

	Math
K	8%
1	12%
2	13%
3	10%
4	16%
5	8%
6	15%
7	16%
8	19%

Students Demonstrating ... One Year's Growth -Reading Diagnostic #2

	Reading
K	22%
1	14%
2	22%
3	27%
4	41%
5	33%
6	39%
7	34%
8	30%

Students Performing ... On or Above Grade Level -Reading Diagnostic # 2

	Reading
K	58%
1	37%
2	52%
3	61%
4	42%
5	40%
6	48%
7	48%
8	48%

Strategic Plan Dashboard

SCORING CRITERIA												
Key Indicators	Target		Stretch		Goal			Moderate		Risk		
	10	9	8	7	6	5	4	3	2	1		
APR Top 10%	4	6	8	10	20	30	40	50	60	70	22.78	28.8
On Grade Level i-Ready Reading	100	95	90	80	70	60	50	45	40	35	47.96	60.32
On Grade Level i-Ready Math	100	95	90	80	70	60	50	45	40	35	37.81	54
One-Year Growth i-Ready Reading	100	95	90	80	70	60	50	45	40	35	28.8	69.69
One-Year Growth i-Ready Math	100	95	90	80	70	60	50	45	40	35	13.05	66.59
% of Parents Involved in Education	95	90	85	80	75	70	65	60	55	<55		

IMPLEMENTATION STATUS																										
Strong Progress/Completion	Idle/Regress																									
<table border="1"> <tr> <td>COLLEGE & CAREER</td> <td>Stem Offerings</td> <td>7</td> <td>Progressing</td> <td>Idle/Regress</td> </tr> <tr> <td></td> <td>Course Equivalency</td> <td>8</td> <td>Progressing</td> <td>Idle/Regress</td> </tr> <tr> <td></td> <td>Skills for Life</td> <td>9</td> <td>Progressing</td> <td>Idle/Regress</td> </tr> <tr> <td></td> <td>Safety Assessment</td> <td>10</td> <td>Progressing</td> <td>Idle/Regress</td> </tr> <tr> <td></td> <td>ECSE</td> <td>11</td> <td>Progressing</td> <td>Idle/Regress</td> </tr> </table>	COLLEGE & CAREER	Stem Offerings	7	Progressing	Idle/Regress		Course Equivalency	8	Progressing	Idle/Regress		Skills for Life	9	Progressing	Idle/Regress		Safety Assessment	10	Progressing	Idle/Regress		ECSE	11	Progressing	Idle/Regress	
COLLEGE & CAREER	Stem Offerings	7	Progressing	Idle/Regress																						
	Course Equivalency	8	Progressing	Idle/Regress																						
	Skills for Life	9	Progressing	Idle/Regress																						
	Safety Assessment	10	Progressing	Idle/Regress																						
	ECSE	11	Progressing	Idle/Regress																						
STAKEHOLDER ENGAGEMENT	Financial Information	12	Progressing	Idle/Regress																						

Key Indicators	Measures	SCORING CRITERIA										Raw Score	QTR 3 2015	2014 Tstng	2015 Tstng	2016 Tstng		
		Target	90	80	70	60	50	40	30	20	10							
COLLEGE & CAREER-READY	Achievement Gap	1	MAP Amer. Hispanic Need-reduced % prof (MAP)	74	71	68	65	62	59	56	53	50		1	48.5	51.45	48.5	45.6
	High Student Achievement	2	MAP % proficient CA	80	75	73	70	67	64 (64.3)	61	58	55	<55	5	60.02	57.1	60.02	54.3
		3	MAP % proficient MA	80	75	73	70	67	64	61	58	55		1	45.5	55.5	45.5	46.1
		4	MAP % proficient SC	80	75	73	70	67	64	61	58	55	<55	2	63.1	64.1	63.1	57
		5	MAP % proficient Soc Sci	80	75	73	70	67 (68.6)	64	61	58	55	<55	6	New indicator			59.6
		6	Average GPA	3.3	3.2	3.1	3	2.9	2.8	2.8	2.8	2.5	<2.5	6	2.9			
		7	On Grade Level -Ready Reading	100	95	90	80	70	60	50	40	30	<40	3	34.88			32.3
		8	On Grade Level -Ready Math	100	95	90	80	70	60	50	45	40	<40 (21.23)	3	27.34			21.23
		9	One-Year Growth -Ready Reading	100	95	90	80	70	60	50	45	40		5	New indicator			
		10	One-Year Growth -Ready Math	100	95	90	80	70	60	50	45	40		5	New indicator			
		11	APR Top 10%	5	6	8	10	20	30 (22.78)	40	50	60	<50	5	28.8			
Interesting/Engaging Instruction	12	% of students saying teachers make learning interesting	95	90	85	80	75	70	65	60	55	<55	5	70				
	13	Students perception of relevance	95	90	85	80	75	70	65	60	55	<55	5	70				
Preparation for College/Career	14	% on track to graduate	100	98	96	94	92	90	88	86	84	<84	8	92				
	15	% 3+ in dual credit AP, IB or PLTW	65	60	55	50	45 (48)	40	35	30	25	<25	4	35				
	16	Graduates entering college/voc/mil/serv or job placement	95	95	94	93	92	91	90	89	88	<88	8	94				
Focus on relevant Student Needs	17	% of students meeting goals	100	95	90	85	80	75	70	65	60	<60	5	75				

chrome-extension://oemrndcbldboefbnladdacbfmadadm/http://camdentonschools.schoolwires.net/cms/lib01/MO01001301/Centricity/Domain/54/Scorecard%20District2.pdf

Student Satisfaction	18	% students saying needs are met	95	90	85	80	75	70	65	60	55	<55	8	80			
	19	Attendance rate (%) - 30% standard	91	90	89	88	87	86	85	84	83	<83	8	85			
Quality Teachers	20	% students saying teachers are good	95	94	93	92	91	90	89	88	87	<87	8	93			
Employee Satisfaction	21	Employee retention	95	92	91	90	89	88	87	86	85	<85	10	93			
	22	Employee satisfaction	4.6	4.4	4.2	4.0	3.8	3.6	3.4	3.2	3.0	<3.0	7	4			
Teacher Compensation	23	Teacher attendance	95.5	95	95.5	95	94.5 (94.7)	94	93.5	93	92.5	<92.5	7	95%			
Teacher Compensation	24	Top 10% in State	5	6	8	10	15	20	25	30	35	<35	7				
Extracurricular Involvement	25	% of students participating	95	91	88	85	80	75	70	60	50	<50	3				Duplicated Data
Respectful Caring Environment	26	Survey of students	95	95	93	90	87	84	81	79	76		1	76			
Satisfaction with Food	27	Average daily participation rate	83	77	75 (78)	68	64	63	62	61	60	<60	8	72			
Safe and Orderly Environment	28	% students saying I feel safe	95	95	93	90	87	84	81	78	76	<76	4	81			
Technology Expenditures	29	% of capital project expenditures	15	14	13	12	11	10	9	8	7	<7	10	New indicator			
Financial Responsibility and Integrity	30	Patron Insight Survey - Value for tax dollars spent	5.0	4.8	4.8	4.4	4.2	4.0	3.8	3.6	3.4	<3.4	8	4.6			
Parent Satisfaction	31	% saying child's needs are met	95	90	85	80	75	70	65	60	55	<55	7	85			
Parental Involvement	32	% parents involved in child's education	95	90	85	80	75	70	65	60	55	<55	5	70			
Trended Budget	33	Trended Budget %	97	95	94	100	101	102	103	104	105	>105	5	New indicator			
TOTAL SCORE																	

Updated 1-2017

Staff Survey Regarding School Board and District Goals
January 2017

The Camdenton School Board has the following goals for the current school year. Please complete the following survey to give us your opinion on how well the school board will meet these goals.

11. The school district has three strategic goals for the current school year. What is your opinion of how well our school district will meet each of these goals?

VERY WELL SATISFACTORILY NO SOME LITTLE
 WELL OPINION PROGRESS PROGRESS PROGRESS

College & Career-Ready

The Camdenton R-III School District will offer curriculum that prepares students effectively for the next phase in their lives and will keep that curriculum current with changing student and marketplace needs.

Facility Effectiveness

The Camdenton R-III School District will have facilities that are safe, and that enable, rather than inhibit, the delivery of a high-quality education.

Stakeholder Engagement

The Camdenton R-III School District will effectively engage all stakeholder groups to build a stronger school district/community relationship through enhanced one-way (outbound from the district) and two-way communications initiatives.

12. What could our district have done in the past and do in the future to be better in the three areas listed above?

13. Do you have any ideas regarding what the board can do to further improve the safe and orderly environment in our school district and in your school building? Surveys from many of our students indicate that they do not feel safe in their school environment and quite frankly, this concerns the board and we are unsure why they would answer that way.

14. Do you have any ideas regarding what the board can do to help our students be more respectful and caring to others?

15. Is there anything else you would like to share with the school board?

1. Have you ever heard of or seen the following school board goals? YES NO

2. Board Goals – How well do you think the school board will do to meet these goals?

VERY WELL SATISFACTORILY NO SOME LITTLE
 WELL OPINION PROGRESS PROGRESS PROGRESS

- Maintain financial resources to keep our district solvent.
- Obtain and maintain a ranking within the top two districts in the Ozark Conference in relation to compensation.
- Become one of the top ten percent of Missouri school districts in relation to salary.
- Board action will be directly aligned with district goals and board goals will be reviewed annually.
- The board will perform an annual self-evaluation and will also survey the staff regarding the performance of the board at the end of January.
- The board is supportive of a technology rich learning environment for students and staff. The board will support this environment by budgeting 12-15% of the capital projects budget for technological improvements in the District.
- The Board will annually review parameters for a strategic scorecard.
- The Board will improve out-bound communication and two-way communication via a semiannual Board Newsletter & board member attendance of at least two events in each school per year.

3. Which of these goals do you feel is most important?

4. Board goals are posted on the district website, where are you most likely to get information from the board? How else could we efficiently communicate with staff?

5. Can you suggest another goal for the school board currently or in the future?

6. Do you think school board members know how their decisions impact staff at the classroom level?

ALL DO SOME DO NONE DO

7. Do you ever see board members at events in your building or at school events at other locations?

FREQUENTLY SOMETIMES HARDLY EVER

If hardly ever, what building/program? Give an example to support your answer.

8. Do you think the school board micromanages the school district?

If yes, give an example.

YES NO

9. Do you think the school board allows too much autonomy to the district superintendents/program directors? In other words, are his/her decisions accepted as fact and not adequately questioned?

YES NO

If yes, give an example.

10. Do you feel comfortable contacting board members (as a last resort) without fear of retaliation?

ANY BOARD MEMBER SELECT BOARD MEMBERS NO BOARD MEMBERS