

**School District of Manawa
Finance Committee Meeting
AGENDA**

Date: June 3, 2019

Time: 5:30 p.m.

Location: ES Board Room @
800 Beech Street, Manawa

Board Committee Members: Pohl (C), R. Johnson, J. Johnson

In Attendance:

Timer:

Recorder:

1. Wage Advancements for Support Staff and Administration (Action)
2. District Fees Analysis (Action)
3. Food Service Breakfast, Lunch and Milk Prices for SY1920 (Action)
4. Fundraisers for SY1920 (Action)
5. Student Insurance for SY1920 (Action)
6. WI OPEB Trust Agreement Update (Action)
7. SY1819 Budget Summary to Date (Information)
8. SY1920 Budget Projections (Information)
9. Finance Committee Planning Guide (Information / Action)
10. Next Finance Committee Meeting Date: _____
11. Next Finance Committee Items:
 - 1.
 - 2.
13. Adjourn



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To: Board of Education
From: Carmen O'Brien
cc: Dr. Melanie Oppor
Date: 5/30/2019
Re: 2019-20 Support Staff and Administrator Wage recommendation

Recommendation:

I recommend that all support staff upon completion of a positive evaluation, earn a 2.44% increase to their 2018-19 hourly wage.

I recommend that all administrative staff upon completion of a positive evaluation, earn a 2.44% increase to their 2018-19 salary.

Rationale:

The Wage Advancement Committee determined that the support staff would value a wage advancement system where raises were determined by the Board of Education on an annual basis using the CPI (Consumer Price Index) as a guide. Performance will be measured through evaluation. All staff that meets employment expectations are eligible for a raise. Employees that do not meet expectations will either be placed on a Performance Improvement Plan or nonrenewed and no increase in pay will be earned. The July 1, 2019 Consumer Price Index as determined by the Wisconsin Department of Revenue is at 2.44%.

Through the staff and program change process, the BOE passed changes that included \$31,853 increase to support staff and administrative wages for the 2019-20 school year. This recommendation is \$4,778 under this budgeted amount.

2019-20 Wage Adjustment for Support Staff and Administration							
Budget	\$31,853.00						
				Support Staff	Admin		Under Budget
Support Staff	\$679,487.62	current total salaries		CPI	CPI	\$27,075.29	\$4,777.71
2.00%	\$13,589.75			CPI	2.00%	\$25,182.60	\$6,670.40
2.25%	\$15,288.47			2.50%	2.25%	\$26,665.69	\$5,187.31
2.44%	\$16,579.50	CPI		0.50/hour	CPI	\$31,252.79	\$600.21
2.50%	\$16,987.19						
2.60%	\$17,666.68						
0.40/hour	\$16,605.60						
0.45/hour	\$18,681.30						
0.50/hour	\$20,757.00						
Administration	\$430,155.32	current total salaries					
2.00%	\$8,603.11						
2.25%	\$9,678.49						
2.44%	\$10,495.79	CPI					
2.50%	\$10,753.88						
2.60%	\$11,184.04						



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To: Board of Education
From: Carmen O'Brien
cc: Dr. Melanie Oppor
Date: 5/30/2019
Re: Fee Analysis

Recommendation:

I recommend eliminating all fees collected at registration for lyceum programs, the newspaper, and for all instructional classes at the high school. This does not include fees for student elected special projects.

Rationale:

Charging fees generates a lot of paperwork for the building and business offices. Though the fees generate revenue for the district, many times the amount of work created is not worth the money collected. This is the case for fees collected for instructional classes, lyceum programs, and the newspaper. Additionally, elimination of instructional class fees encourages participation in all classes for all students. These fees account for \$1,345 or 3.7% of the total fees collected by the school district (this does not include class fees, i.e. Class of 2019).

SDM Fees		amt. collected 5/29/19
ACCOUNT NAME	ACCOUNT #	
DISTRICT FEE	10 R 800 292 500000 000	\$6,702.75
INTRO TO TECHNOLOGY	10 R 400 292 136999 000	\$175.00
TECH ED COURSE FEES	10 R 400 292 136977 000	\$290.00
FIBER ARTS/GRAPHIC DES/PHOTO	10 R 400 292 121999 000	\$75.00
FOOD SCIENCE	10 R 400 292 122999 000	\$275.00
LYCEUM PROGRAMS	10 R 400 292 241999 000	\$530.00
NEWSPAPER	10 R 400 292 122999 000	\$275.00
7-8 ATHLETICS	80 R 800 272 500000 000	\$1,285.00
9-12 ATHLETICS	10 R 800 292 162300 000	\$5,340.00
INSTRUMENT RENTAL	10 R 800 293 500000 000	\$446.00
STUDENT PARKING	10 R 400 292 241000 000	\$1,040.00
STUDENT FINES	10 R 800 297 500000 000	\$125.00
CHROMEBOOK CHARGES	10 R 800 297 500000 721	\$895.00
STUDENT ATHLETIC PASS	10 R 800 271 162000 000	\$10,519.45
7-12 YEARBOOK/PERSONALIZATION	10 R 400 292 122988 000	\$8,116.25
	TOTAL	\$35,814.45
ACCOUNT NAME	ACCOUNT #	\$5 for each grade
Class of 2019	60 L 814825	\$261.92
Class of 2020	60 L 814826	-\$59.99
Class of 2021	60 L 814831	\$58.16
Class of 2022	60 L 814832	\$121.50
Class of 2023	60 L 814833	\$696.71
Class of 2024	60 L 814834	\$175.00



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To: Board of Education
From: Carmen O'Brien
cc: Dr. Melanie Oppor
Date: 5/28/2019
Re: 2019-20 Food Service Price Recommendation

Recommendation:

	Current	2019-20 (proposed)	Proposed Change
Breakfast			
MES	\$1.20	\$1.30	+\$0.10
Jr./Sr. High	\$1.20	\$1.50	+\$0.30
Adult	\$1.75	\$1.80	+\$0.05
Lunch			
MES	\$2.80	\$2.80	No change
Jr./Sr. High	\$2.90	\$3.00	+\$0.10
Adult	\$3.55	\$3.65	+\$0.10
Milk	\$0.30	\$0.40	+\$0.10

Rationale:

The Breakfast, Lunch, and Milk prices were held even for the past two years. Due to rising costs, the recommendation is to change prices as indicated above.

Mrs. Suehs, food service manager, completed the DPI calculator tool used to determine the weighted average price of a lunch. That amount calculated to \$3.00. This is the average for all lunches at both schools. Because the food service department carries a moderate, positive fund balance, the District is not required to raise the prices. Considering that equipment will need replacement and food costs continue to rise, I feel that it is prudent to raise prices to keep the food service department self-funded.

- All breakfast prices will increase slightly.
- The lunch prices for the Jr./Sr. High school will increase to the DPI average calculated cost.
- Elementary prices for both lunch and breakfast will stay lower due to having fewer choices and smaller portions.
- The MES lunch price is slightly higher than our surrounding neighboring districts. Therefore, the lunch price will remain at \$2.80 at MES for 2019-20.
- Adult meals must be priced at least \$0.63 higher than the highest priced student meal, per the DPI.
- One carton of milk costs the food service program \$0.28, by charging only \$0.30, overhead costs are not being recouped.

2018-19	Student Breakfast	Student Lunch	Student Milk
<i>Manawa - current</i>	<i>\$1.20</i>	<i>\$2.80/\$2.90</i>	<i>\$0.30</i>
Tomorrow River	\$1.00/\$1.30	\$2.25/\$3.15	\$0.40
Iola-Scandinavia	\$1.55	\$2.60/\$2.90	\$0.40
New London	\$1.10/\$1.25	\$2.40/\$2.80	\$0.30
Clintonville	\$1.35	\$2.70/\$3.05	\$0.50
Waupaca	\$1.60/\$1.65/\$1.70	\$2.75/\$2.90/\$3.10	\$0.45
Manawa – proposed	\$1.30/\$1.50	\$2.80/\$3.00	\$0.40



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To: Board of Education
From: Carmen O'Brien
cc: Dr. Melanie Oppor
Date: 5/30/2019
Re: Student Insurance

Recommendation:

I recommend purchasing student insurance through Student Assurance Services, Inc. at a cost of \$3.75 per student.

Rationale:

The School District of Manawa has purchased insurance that protects students while they are attending school during the regular school calendar year for at least the past four school years. This coverage includes while attending or participating in school-sponsored and supervised extra-curricular activities. It also includes the time traveling to and from school or extra-curricular activities in school-provided transportation. This does NOT cover participation in interscholastic high school sports. Student Assurance, Inc. offers additional coverage for sports to families at their own cost.

This type of insurance is not required but does offer protection to students that may or may not have personal insurance. There is a \$250 deductible and a maximum \$25,000 benefit per injury. This is the same type of policy that the District has purchased before at the same rate as the 2018-19 school year. For 700 students, the cost will be \$2,625.



Students choosing to excel; realizing their strengths.

To: Board of Education
From: Carmen O'Brien
cc: Dr. Melanie Oppor
Date: 5/31/2019
Re: WI OPEB Trust

Recommendation:

I recommend the following actions:

1. Pass a resolution authorizing the adoption of the WI OPEB Trust Investment Advisory Agreement and Appointment of Investment Manager, Prudent Man Advisors, LLC (PMA)
2. Pass a resolution authorizing the adoption of the WI OPEB Trust and Custody Agreement and Appointing the Trustee and Custodian, BMO Harris Bank, N.A.

Rationale:

CESA 6, in partnership with the WI OPEB Trust Advisory Committee, has completed an extensive request for proposal process that commenced in October 2018 and ran through February 2019. The Wisconsin OPEB Trust had not conducted a service provider RFP for at least five years.

The process requested proposals for:

1. trust and custody services and,
2. registered investment advisory services.

As a result of the process, new and modified provider relationships have been selected that require the execution of new agreements. The new agreements reflect the RFP results:

1. recommending the appointment of PMA as investment manager,
2. adding the custodian role to the relationship with BMO Harris Bank, N.A. and,
3. achieving an overall 40% cost reduction in service fees.

Attached are supporting documentation

6 WI OPEB Trust Executive Summary (from the attorney)

6.1 WI OPEB Adoption Resolution

6.2 BMO Trust and Custody Agreement

6.3 WI OPEB Advisory Agreement Resolution

6.4 FINAL Investment Policy with Model Selection – to review investment model

6.4 Investment Advisory Agreement

6.5 OPEB Custodian Acknowledgement Consent form



Executive Summary

WISCONSIN OPEB TRUST Trust and Custody Agreement

Service Provider BMO Harris Bank, N.A., 111 E. Kilbourn Ave., Suite 200, Milwaukee, WI 53202
Attn: Michael Hensler, Vice President, (414) 287-8756 michael.hensler@bmo.com

Service Fee

- 1. Asset-based fee (based on market value and BMO Money Market Funds, excluding accruals)

Table with 3 columns: Assets in Millions, Basis Points, Basis Points in Decimal Points. Rows include First \$50, Next \$50, and Over \$100.

- 2. Base Fee \$15,000
3. Other service fees
Per Individual/Mutual Fund Account Fee \$150
Per All Other Account Fee \$75
Per Wire Transfer \$15
Per ACH/Check Payment \$10

Changes to the Trust Agreement

- BMO Harris Bank, N.A. ("BMO Harris Bank") will serve as directed trustee for the participating school district's OPEB trust and, in addition, will replace Morgan Stanley as custodian and recordkeeper for the assets.
• BMO Harris Bank will retain its registration as a foreign trust corporation with the Wisconsin Department of Financial Institutions (DFI) during the term of the Trust and Custody Agreement.
• Section 3(f) and Appendix C were added to describe BMO Harris Bank's security and cybersecurity protocols.
• BMO Harris Bank will act as directed trustee and fiduciary and, also, as co-fiduciary with a duty to inquire about irregular activities relating to the Trust assets.
• The Bank will reimburse the Trust for any loss caused by the Bank's error.
• In Section 5, the School District directs BMO Harris Bank, as Trustee and Custodian, to accept the School District's appointment of PMA, LLC as its investment manager.

**RESOLUTION AUTHORIZING THE ADOPTION OF THE
WISCONSIN OPEB TRUST AND CUSTODY AGREEMENT
and APPOINTING THE TRUSTEE and CUSTODIAN**

WHEREAS, the School District of Manawa (the “District”) provides for the welfare of its eligible employees, former employees and their dependents by maintaining one or more post-employment welfare benefit plans including, without limitation, plans to provide health care benefits (collectively, the “Plans”);

WHEREAS, such post-employment benefits provided by the District may represent compensation resulting from contractual agreements between the District and its eligible employees and former employees for services rendered to the District;

WHEREAS, such post-employment benefits provided by the District may represent compensation resulting from District policy including a policy of the Board of Education and/or an employment handbook or compensation resulting from an individual employment contract;

WHEREAS, the District’s obligation to provide such post-employment benefits and its liability with respect to the cost of funding such benefits accrues and has accrued during the period of employment of such eligible employees and former employees;

WHEREAS, in guidance it has provided, the Wisconsin Department of Public Instruction (the “Department”) has acknowledged that it is fiscally appropriate to have the cost of funding such post-employment benefits recognized and provided for as such benefits accrue;

WHEREAS, the District created a segregated, irrevocable trust fund (the “Trust”) pursuant to a trust and custody agreement (the “Trust Agreement”) and Wisconsin law in order to establish and maintain a trust which will hold and custody assets to fund all or a portion of the District’s accrued liability with respect to the cost of funding such post-employment benefits;

WHEREAS, the Wisconsin Uniform Financial Accounting Requirements (“WUFAR”) for school districts provide for a separate accounting fund, the “Employee Benefit Trust Fund (Fund 73)” for reporting resources set aside and held in trust to pay such post-employment and other employee benefits;

WHEREAS, the District intends for the Trust to continue to qualify as a Fund 73 employee benefits trust fund within the meaning of WUFAR in compliance with applicable requirements promulgated by the Department;

WHEREAS, the Trust is separate and independent from any other segregated account of the District which may hold or be used to account for assets used to pay post-employment benefits or fund accrued liability associated with employee benefits as required under section 115 of the Internal Revenue Code of 1986, as amended, and section 66.0603 of the Wisconsin Statutes, and under no circumstances may any assets in any such other account be commingled with assets of the Trust;

WHEREAS, the Plan funds are invested pursuant to section 66.0603 of the Wisconsin Statutes in accordance with an Investment Advisory Agreement between the District and an Investment Manager service provider;

WHEREAS, the Trust Agreement has been restated to re-appoint the Trustee as Trustee, to appoint the Trustee as Custodian and to incorporate the fiduciary obligations of the Trustee under Wisconsin and federal law;

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

1. Adoption of the Trust and Custody Agreement. The adoption of the Wisconsin OPEB Trust and Custody Agreement (“Trust and Custody Agreement”) is hereby approved. The Trust and Custody Agreement shall be adopted in the form of Exhibit A attached hereto and incorporated herein by reference. The District Administrator and Business Manager are hereby authorized and directed to execute the Trust and Custody Agreement on behalf of the District. Terms that are defined in the Trust and Custody Agreement shall have the same meaning in this adoption resolution.

2. Appointment of Corporate Trustee and Custodian. BMO Harris Bank, N.A. is re-appointed as Corporate Trustee and is newly appointed as Custodian under the Trust and Custody Agreement.

3. Terms of the Plans to Govern. The terms of the Plans shall continue to govern the payment and disbursement of the funds accumulated in the Trust. Payments shall be made from the Trust only to provide benefits offered in the Plans in accordance with the terms of the Plans. Funds held in the Trust may not be used for any other purpose other than to (a) pay operating and administrative expenses of the Trust, (b) make investments permitted under applicable Wisconsin law, (c) pay benefits in accordance with the terms of the Plans, and (d) make a distribution to a trust or entity whose income is exempt from federal income taxation under section 115 of the Internal Revenue Code of 1986, as amended, as specified by the District upon termination of the Trust and Custody Agreement as provided in the Trust and Custody Agreement.

4. Payment of Fees and Expenses. The Corporate Trustee and Custodian is hereby authorized to pay a reasonable service fee to the Corporate Trustee and Custodian and to the Investment Manager and to pay a facilitation fee to the State of Wisconsin Cooperative Educational Service Agency #6 (CESA 6) as described in the Schedule of Fees incorporated by appendix in the Trust and Custody Agreement.

5. Filing and Reporting Requirements. The District has determined and hereby declares that the Trust has met applicable filing and reporting requirements, if any, required by the Internal Revenue Service or other regulatory agencies in connection with the establishment of the Trust, and covenants that the Trust will meet any applicable filing and reporting requirements which may be required to keep it in good standing going forward.

6. Further Authorizations. The officers, employees and agents of the District are hereby authorized and directed to do any and all things reasonable and necessary to accomplish the purposes of this Resolution.

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

Adopted and recorded this 17 day of June, 2019.

Board President

ATTEST: _____

_____, Board Clerk

TRUST AND CUSTODY AGREEMENT

CESA 6/WISCONSIN OPEB TRUST

School District of _____

This Trust and Custody Agreement ("Agreement") is entered into by and between the undersigned **School District of _____**, a Wisconsin Public School District located at _____ (the "District"), and **BMO Harris Bank, N.A.**, a national banking association with trust powers whose headquarters is located at 111 West Monroe Street, Chicago, Illinois 60603, as directed trustee and custodian (the "Trustee").

RECITALS

The District and the Trustee acknowledge the following:

A. The District provides other non-pension, post-employment benefits for certain employees and former employees. The District has determined to establish or amend and restate a trust ("Trust") to which the District intends to make contributions from time to time for the purpose of accumulating assets ("Assets") to fund the District's obligation to provide other post-employment benefits (the "Benefits") for the District's current and former employees. It is the District's intention that the Trust be treated as a "fund" with respect to the District's obligations to pay Benefits, under Governmental Accounting Standards Board Statements 74 and 75. The Trust, and the obligations it will be used to fund, represent an integral part of the District's activities as a governmental entity. The District has requested that the Trustee hold all such contributed Assets, together with earnings and income thereon, in trust under this Agreement for the benefit of the District, and the Trustee is willing to accept these responsibilities.

B. The District is a local government unit and instrumentality of the State of Wisconsin (the "State") and is exempt from federal income taxation under the United States Constitution and section 115 of the Internal Revenue Code of 1986, as amended (the "Code"). The Trust performs an essential governmental function and provides an integral service for the District. The Trust is designed to be exempt from federal income taxation under the United States Constitution and section 115 of the Code. The Trust is not intended to serve as a trust described in Code section 457(g) or an organization described in Code section 501(a), nor is it intended to serve as a custodial account described in Code section 401(f) or 403(b)(7).

C. The District maintains one or more post-employment welfare and other non-pension benefit plans, and may, in the future, establish new or additional post-employment welfare and other non-pension benefit plans (collectively the "Plans"), which provide health and other benefits to its eligible active, retired and former employees, their spouses and their dependents.

D. The District adopts this Agreement to hold the Assets intended to fund Benefits under the Plans.

E. The District intends this Agreement to comply in all respects with the requirements of the State of Wisconsin Department of Public Instruction and, as applicable, the laws of the State of Wisconsin, the Internal Revenue Code and related regulations and other applicable federal law.

F. The District desires to contribute to the Trust and to engage the Trustee to serve as Trustee and Custodian of the Assets, and Trustee agrees to do so as of the Effective Date of this Agreement. The District represents that the Trust has no business or plan administration purpose other than to accumulate contributions by the District, together with earnings and income thereon, for the purpose of paying Benefits.

AGREEMENT

In consideration of the Recitals and the mutual agreements which follow, the District and the Trustee agree as follows:

1. **Definitions: Construction.**

(a) Definitions. The following words and phrases shall have the meanings stated below, unless otherwise expressly provided:

(i) “*Account*” means the single segregated account maintained for each Participating District to record contributions to the Trust made by each Participating District and disbursements made by the Trust for the Participating District.

(ii) “*Administrator*” means the District. The District may, at its discretion, contract with a third party to fulfill some or all of the responsibilities and obligations of the District under the Agreement between the Trustee and the District. In such case, the District shall remain fully responsible and liable for (and shall hold harmless and indemnify Trustee for) every responsibility, obligation, action or omission of such third party with the exception of obligations, acts or omissions for which the Trustee may be responsible by law and under this Agreement.

(iii) “*Assets*” means the contributions made and invested by the District from time to time to accumulate assets to fund the District’s obligation to provide post-employment or other benefits to its employees and former employees plus earnings and interest thereon.

(iv) “*Code*” means the Internal Revenue Code of 1986, as amended, and any successor thereto.

(v) “*Custodian*” means the Trustee when it performs certain custody and recordkeeping services in connection with the Assets delivered to or under the control of Trustee pursuant to the terms of this Agreement.

(vi) “*Dependent*” means an individual who is designated as a dependent, including a current spouse, under the terms of the Plans.

(vii) “*Investment Manager*” means the independent third party fiduciary retained by the District or its designated agent to give investment directions with respect to the Assets.

(viii) “*Participating District*” means any Wisconsin Public School District, Wisconsin Technical College, Wisconsin County, City or Village that has entered into a similar agreement that would allow the Trustee to hold Assets to fund that district or entity’s Other Post Employment Benefit (OPEB) and other welfare and benefit plan liabilities as facilitated by the State of Wisconsin Cooperative Educational Service Agency #6 (CESA 6). The District is a Participating District for purposes of this Agreement.

(ix) “*Plan participant*” means an employee or former employee of the District who is or may become eligible for Benefits as provided under the Plans.

(x) “*Plans*” means an OPEB or other non-pension post-employment benefit plan or other benefit plan sponsored by the District for its employees and/or former employees.

(xi) “*Trust*” means the trust established by this Agreement, including related custody and recordkeeping services thereunder.

(b) Construction.

(i) *Gender and Number.* Words used in the masculine gender shall include the feminine gender, and words used in the singular shall include the plural where appropriate.

(ii) *Severability.* If any part of this Agreement shall be determined to be illegal or unenforceable for any reason, such determination shall not affect the remaining provisions of the Agreement. The remaining provisions shall be interpreted to effectuate the purpose of this Agreement and of the Trust.

(iii) *Headings.* The headings and subheadings of this Agreement have been inserted for convenience of reference and are to be ignored in any construction of this Agreement.

2. **Establishment and Acceptance of Trust.**

(a) Establishment; Name; Purpose. The Trust is established or amended and restated, as applicable, as of the date of this Agreement. The name of the Trust shall be the “Wisconsin OPEB Trust School District of _____.” The purpose of the Trust is to provide a source of funds for the payment of the District’s obligations under the Plans for the benefit of Plan participants, and their Dependents. Except in connection with termination of the Trust under section 8, all Assets and income of the Trust shall be held for this exclusive purpose.

(b) Acceptance of Trust. By signing below, the Trustee accepts the Trust created by this Agreement and agrees to perform its duties, responsibilities and obligations under the Agreement as the non-discretionary directed Trustee of the Trust. The District hereby authorizes Trustee to open and maintain a Trust Account. All contributions or other payments made by the District or any other person or entity to the Trust, together with the earnings thereon, shall be held and administered in trust by the Trustee pursuant to the terms of this Agreement. In the event of any conflict between the terms of this Agreement and the documents governing the Plans, this Agreement shall control, and nothing in the documents governing the Plans shall add to the duties or responsibilities of the Trustee without the advance written consent of the Trustee.

Except as otherwise provided in this Agreement, the Trustee shall be directed by the District, a plan administrator other than the District as designated in the Plans (“Plan Administrator”), or another authorized Plan representative. The Trustee shall hold Trust Assets in the District Account in the name of the Plans as designated by the District in its sole discretion. The duties of the Trustee shall apply solely with respect to the Assets allocated to the Trust hereunder, and Trustee shall bear neither responsibility nor liability for other amounts held under the Plans with another trustee, custodian, or other investment or service provider.

(c) Irrevocable. The Trust established by this Agreement is irrevocable and no Assets of the Trust may be turned over to the District except (i) to reimburse the District for the payment of benefits under the Plans, (ii) to reimburse the District for the reasonable costs and expenses of administering the Trust and (iii) upon the termination of the Trust as provided in section 8 below.

(d) Tax Exempt. The Trust, including all earnings and interest accrued therein, is intended to be tax exempt under section 115 of the Internal Revenue Code as an entity whose income is derived from the exercise of an essential governmental function.

(e) Assets Held under Trust. The Trustee shall receive, take and hold in the name of the Trustee any contributions paid to the Trustee by the District in cash or other Assets acceptable to the Trustee. All contributions so received together with the income therefrom and any other increment thereon shall be held and administered by the Trustee pursuant to the terms of this Agreement without distinction between principal and income and without liability for the payment of interest thereon. Assets may be held in in sub-accounts within the Trust as directed by the District. The Trustee shall not be responsible for the collection of any contributions to the Trust, or for the payments made by the District to other parties, including but not limited to the District’s current or former employees, from amounts distributed from the Trust.

(f) Security. Trustee, as part of providing end-to-end services to its clients, may utilize industry recognized and Trustee security assessed 3rd party service providers mainly operating within the United States and Canada, where equivalent regulation applies for security and privacy of financial and personal information, and shall follow those (or equivalent) controls outlined in Exhibit C which includes the BMO Financial Group Supplier Code of Conduct. The Supplier Code of Conduct is BMO’s protocol to extend its corporate values through the bank’s supply chain for vendors and others that may have third party access to a client’s information. Per applicable regulations, the Trustee shall promptly notify District in the event of a confirmed breach of such systems affecting the Trust. The Trustee shall have no responsibility for any Assets until they are received and accepted by the Trustee.

3. **Trustee’s Duties and Obligations**.

(a) Directed Trustee; Fiduciary; Co-fiduciary. The Trustee is a non-discretionary directed trustee and a fiduciary for the Trust and the Assets of the Trust and has, without limitation, the responsibilities and obligations required of a directed trustee under applicable state and federal law. The Trustee shall, in addition to its obligations as Trustee, act as co-fiduciary as that term is defined under 29 U.S.C., section 1105(a) and construed under applicable law.

(b) Trustee is Legal Owner of Assets. Subject to the Trust created hereunder, the Trustee shall hold legal title to the Trust Assets which are to be held for the benefit of the District and the Plan beneficiaries, and the Trustee is entitled to exercise all incidents of ownership in the Trust Assets.

(c) Trustee Authority. The Trustee shall:

(i) With respect to the investment of the Assets, follow the authorized direction of the District, any Investment Manager appointed by the District, or any designated authorized signatory agent of the District or Investment Manager as identified by the District or Investment Manager on an Authorized Signers Form (attached hereto as Appendix B) pursuant to the security protocols described in Appendix C. The Trustee shall have no duty or authority to invest, reinvest or divest any Assets except and unless directed to do so by the District, any Investment Manager appointed by the District or any designated agent of the District or Investment Manager;

(ii) Only if, when, and to the extent the District so directs or instructs, make disbursements to the District in accordance with the direction or instructions of the District or its designated agent. Administration and payment of Benefits to Plan Participants shall remain the responsibility of the District or of a third party designated by the District.

(iii) Maintain records of receipts and disbursements and furnish to the District for each year a written annual Trustee report as provided in this Agreement.

(d) Trustee Registration. Trustee shall maintain its registration with the State of Wisconsin Department of Financial Institutions (DFI) as a foreign trust company throughout the term of this Agreement.

(e) Trustee's Power over Assets. In addition to the powers given by law, the Trustee may:

(i) Only if and when directed by the District or the Investment Manager appointed by the District or any designated agent of the District or Investment Manager: (A) Vote in person or by general or limited proxy with respect to any bonds, stocks or other securities held by the Trustee; (B) exercise any options applicable to any bonds, stocks or other securities for the conversion thereof into other securities; (C) exercise any rights to subscribe for additional bonds, stocks or other securities and to make any and all necessary payments therefor; (D) join or dissent from or oppose the reorganization, recapitalization, consolidation, liquidation, sale or merger of corporations or properties in which the Trustee may be interested as Trustee, upon such terms and conditions as it may deem prudent;

(ii) Accept any securities or other Assets received by the Trustee from the District;

(iii) Make, execute, acknowledge and deliver any and all necessary assignments and other instruments relating to the Trust or the Assets;

(iv) Cause any investments to be registered in or transferred into its name as Trustee for the benefit of the District, or the name of the Trustee's nominee or nominees for the benefit of the District, or retain the investment in unregistered form or in a form permitting transfer by delivery only; provided, however, the books and records of the Trustee shall at all times show that all investments are part of the Trust Assets and are held for the benefit of the District;

(v) Request indemnity from the District before taking any action with respect to which the Trustee may have reasonable ground for requesting such indemnification;

(vi) Perform all acts, whether or not expressly described or referred to above, which the Trustee may deem necessary, proper and desirable for the protection or enhancement of the Trust Assets;

(vii) Employ such agents and legal counsel as it deems advisable in connection with its duties and to pay such agents and legal counsel a reasonable fee. Trustee shall pay any and all such fees to its agents and legal counsel from the assets of the Trustee. No fee shall be paid using the Assets from the Trust.

(f) Directions to the Trustee; Payment of Benefits. Without limiting any other obligation of the Trustee, the Trustee shall act in accordance with directions provided by the District to disburse Funds to the District, or to the District's designee, to pay Benefits. All requests, directions, orders, requisitions and instructions of the District to the Trustee shall be in a form mutually agreed by the parties, which may include electronic means (including, if applicable, online, email or facsimile) or in writing by U.S. Postal Service. A facsimile transmission shall be deemed to be in writing but shall not be considered delivered to the Trustee until received by the individual to whom it is addressed. Written directions from a person who has been authorized in writing by the District to act as an agent for the District (the "Authorizing Writing") shall be treated as directions by the District with respect to such matters as are within the scope of authority set forth in the Authorizing Writing from District to Trustee. All directions to the Trustee regarding Trustee's actions as directed trustee shall be deemed to include a certification by the District that such direction is in accordance with the Plans.

(g) Directions to the Trustee; Payment of Fees. The District hereby directs the Trustee to pay all authorized Service Fees to the Investment Manager and to CESA 6 as provided in the Fee Schedule attached as Appendix A.

(h) Trustee Reports

(i) Annual Report. Within 30 days after the end of each calendar year, the Trustee or its agent shall furnish to the District a written statement of account with respect to such year setting forth by account and sub-account:

- a. The net income, or loss, of the Trust;
- b. The gains, or losses, realized by the Trust upon sales or other disposition of the Assets;
- c. The increase, or decrease, in the value of the Trust;
- d. All payments and distributions made from the Trust, and
- e. Such further information as the Trustee deems appropriate.

(ii) Monthly Statements. The Trustee shall provide monthly statements of account to the District in a standard format of the Trustee and provide secure electronic access for more frequent Account information as desired in addition to or in lieu of paper statements delivered to the District by U.S. Postal Service.

(iii) Periodic Statements or Information. The Trustee shall provide periodic or intermittent statements or information regarding the Trust and the Assets at the District's request.

(iv) Statements; Approval. The District, promptly upon receipt of each such statement of account, shall acknowledge receipt thereof in writing and advise the Trustee of its approval or disapproval thereof. Failure by the District to disapprove any such statement of account within 60 days after receipt thereof shall be deemed an approval. The approval by the District of any statement of account shall be binding on the District and the Trustee as to all matters contained in the statement. Nothing contained in this section shall deprive the District or the Trustee of its right to have the accounts in the Trust judicially settled if the District or the Trustee so desires.

4. **Contributions.**

(a) District Contributions. The District shall contribute funds to the Trust at such times and in such amounts as determined by the District in its sole discretion, The Trustee shall not be responsible for the calculation or collection of contributions by the District. The Trustee shall be responsible only for the Assets received and accepted pursuant to this Agreement.

(b) Other Contributions. At the District's direction, the Trustee shall accept any contribution of cash made by a third party to the Trust.

5. **Investments.**

(a) Appointment of Investment Manager. The District at its discretion may appoint an Investment Manager for the Trust Assets. The District hereby appoints Prudent Man Advisors, LLC (PMA, LLC) to serve as its independent discretionary Investment Manager to supervise and direct the investment and reinvestment of the Trust Assets in accordance with the District's Investment Policy Statement.

(b) Direction to Trustee. The District hereby directs the Trustee to treat PMA, LLC as its Investment Manager and agent of the District until the District notifies Trustee that PMA, LLC is no longer the Investment Manager.

(c) Trustee as Custodian and Recordkeeper. The Trustee is authorized and empowered with respect to the Assets to perform the following duties as Custodian and Recordkeeper as necessary to effectuate the instructions and directions of the District or an Investment Manager:

(i) To make, execute, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted.

(ii) To register any investment held by it in the name of the Trustee or in the name of any custodian or its nominee, with or without words indicating that such securities are held in a fiduciary capacity, but the books and records of the Trustee shall at all times show that all such investments are part of the Trust Fund.

(iii) To hold any property hereunder in bearer form or in its own name and to deposit or arrange for the deposit of any securities or other property in a securities depository or clearing agency. The Trustee shall not hold any property or securities hereunder in the same account as any individual property of the Trustee.

(iv) To provide the investment platform for the Investment Manager as required by the Investment Manager, including establishing the relationships with fund managers and securities brokers and dealers that allow the Investment Manager independently to direct the District's investment activity.

(v) To effect trading of all securities held in the Trust Fund as soon as possible after an order is received and processed by the Trustee or its agent in accordance with directions of the District or the District's appointed Investment Manager, taking into account the commercially reasonable trade delays which may occur due to stock market constraints or the liquidity of the security.

(vi) To maintain all official records of the District's investments and investment activity including, but not limited to, valuation of the invested assets; documentation of trades and rebalancing; allocations and modifications thereto; complete records of all purchases and sales of securities held in the Trust.

6. **Trustee Compensation: Trustee Liability.**

(a) **Legal Action by Trustee; Indemnification.** The Trustee may maintain any legal action to protect or collect the proceeds of the Trust Assets without first receiving written instructions to do so from the District and shall be entitled to charge any and all costs and expenses (including reasonable attorney's fees) to the Trust. The Trustee is not obligated to institute or to become a party to any legal action involving the post-employment benefit plans maintained by the District, or the payment of Benefits on behalf of Plan participants, unless the Trustee is indemnified to Trustee's satisfaction for any reasonable fees and expenses incurred in connection with the litigation. The cost of any such litigation to which the Trustee is a party shall be an expense reimbursable from Trust Assets; provided, however, that to the extent the Trustee has engaged in misconduct, negligence, gross negligence or other malfeasance, the expense shall not be reimbursable from the Trust Assets.

(b) **Resolution of Controversy.** In the event any controversy arises between the Trustee and any person, including, without limitation, the District, or any Plan participant, with respect to the duties of the Trustee or any other fiduciary or the obligation to pay Benefits, the Trustee may require that the issue be decided by a court of competent jurisdiction. Pending such determination, the Trustee is not obligated to take any other action in connection with the subject of the controversy; however, the Trustee shall compromise and adjust claims upon terms and conditions consented to in writing by the District.

(c) **Compensation and Expenses.** The Trustee shall be paid a reasonable compensation for services under this Agreement as shall be agreed upon by the Trustee and the District and described in Appendix A to this Agreement. All compensation and expenses earned or incurred by the Trustee in the performance of duties under this Agreement shall be fully disclosed in Appendix A to this Agreement or other mutually agreed form and, with the District's prior written approval, be charged against and paid out of the Trust Assets, unless the payment would contravene applicable law. In performing duties under this Agreement, the Trustee may employ legal counsel, accountants, investment advisors, custodians, recordkeepers and other agents as the Trustee deems advisable. Fees incurred by the Trustee for services from its advisors and agents shall be paid by the Trustee from the Trustee's own assets and not from the Trust or its Assets.

(d) Fund Revenues. The Trustee or one or more of its affiliated companies may receive income from one or more of the regulated investment companies, the shares of which are offered under the Trust and will deposit the anticipated amount of the fund revenue to be received into the Trust. Such revenue shall be deposited into the Trust according to the investment allocation of the account at the time the Service Fee is determined. In the event a fund is no longer available under the Trust, due to fund company closure or District direction, the Trustee shall deposit the revenue payable for that fund to the replacement fund as selected by the District.

(e) Limitation on the Trustee's Liability. The Trustee has no duty to inquire into the propriety or prudence of any investment direction of the District or the District's duly authorized investment manager and shall not be liable for a loss related to such investment direction. No person who is a Trustee shall be liable or responsible for the application of Benefits paid at the District's direction. The Trustee shall not be liable for any acts or omissions in the administration of the Trust prior to the date such person became the Trustee or after the date such person ceases to be the Trustee. A successor Trustee is not obligated to review the actions or accountings of any prior Trustee.

(f) Trustee Reimbursement to the Trust. To the extent the Trust experiences any loss, cost or expense caused by any act, error or omission of the Trustee, the Trustee shall reimburse and make whole the Trust within a reasonable amount of time after the Trustee or District's discovery and notice of the loss, cost or expense. The Trustee's reimbursement and make whole obligation shall include any costs and expense, including attorney's fees and costs, associated with the Trustee or District's efforts to recover or recoup the loss for the Trust.

(g) Trustee Indemnification by the District. The District shall indemnify and hold harmless the Trustee from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) any action or omission of the Trustee taken pursuant to the authorized direction or instruction of the District, any Investment Manager appointed by the District or any designated and authorized signatory agent of the District or Investment Manager as identified by the District or the Investment Manager on an Authorized Signers Form (attached hereto as Exhibit A) and (ii) any disbursement made at the District's authorized direction. The District shall have no obligation to indemnify the Trustee to the extent the liability, claims, losses, damages or expenses are determined to be due to the Trustee's breach of one or more of its obligations as a directed trustee under state or federal law, breach of this Agreement or due to the Trustee's negligence, gross negligence, reckless conduct, or willful misconduct.

(h) District Indemnification by the Trustee. The Trustee shall indemnify and hold harmless the District from any and all actions, claims, demands, liabilities, losses, damages and reasonable expenses of whatsoever kind and nature in connection with or arising out of (i) the Trustee's failure to follow the directions of the District, the Investment Manager or their agents or the Trustee's failure to provide reasonable notice to the District of the Trustee's decision not to follow the directions of the District; (ii) any disbursements made without the direction of the District (unless otherwise permitted under this Agreement); and (iii) the Trustee's breach of one or more of its obligations under state or federal law or as a directed trustee under this Agreement or (iv) the Trustee's negligence, gross negligence, reckless conduct, or willful misconduct.

7. **Administration of the Account.**

(a) **General.** The administration of the Account, including the filing of all reports and tax returns, if any, shall be the responsibility of the District. The Trustee shall follow the directions of the District and provide such information and assistance as may reasonably be requested by the District.

(b) **Valuation of Assets.** Trustee shall determine the market value of the assets of the Trust Fund. The valuation shall be based upon valuations provided by Investment Managers, trustees of collective and common trust funds, sponsors of registered investment companies, records of securities exchanges or valuation services, market data providers, or qualified appraisers. The Trustee has no responsibility to review the valuations received from such sources and may rely upon such valuations without independent investigation.

(c) **Anti-Alienation Provision.** No interest in the Trust, and no right to a distribution or payment under the Trust, shall be (either at law or in equity) subject to assignment or alienation of any kind, whether by the voluntary or involuntary act of any interested person under the Trust, except as expressly required by applicable law. Notwithstanding the foregoing, in the event a Plan participant becomes employed by another governmental employer that assumes all or part of the District's obligation to provide Benefits to the Plan participants, nothing herein shall be deemed to prohibit Assets of the Trust attributable to the District's obligations to pay Benefits on behalf of such Plan participant from being transferred to a substantially similar trust, maintained by such new employer, that is exempt from federal income tax under section 115 of the Internal Revenue Code.

(d) **No Benefits Guaranteed or Rights Created.** Nothing contained in the Trust shall constitute a guarantee that the liquid Assets of the Trust will be sufficient to pay any benefit to any person or make any other payment. Except for payments of Benefits on his or her behalf, no Plan participant shall receive any distribution of cash or other thing of current or exchangeable value from the Trustee on account of or as a result of the Trust created hereunder. Nothing appearing in or done pursuant to this Agreement will be held or construed to give any person, other than the District, legal or equitable right or interest in the Trust or any part thereof or distribution therefrom or against the Trustee.

8. **Amendment and Termination.**

(a) **Amendment.** The District may, by action of its Board of Education, amend the terms of this Trust at any time and without the consent of any other person (except that, to the extent any such amendment would alter or increase the duties or responsibilities of the Trustee, such amendment shall not be effective until Trustee provides written approval of such amendment). The District's designated agent may make amendments to this Trust that are technical in nature. Any amendment must be in writing. Any amendment that would diminish the effect of sections 3, 6, 7 or 8 shall be void.

(b) **Termination.** The Trustee may terminate the Trust if there are no Trust Assets. Upon satisfaction (from any source) or extinguishment of the District's entire obligation to pay Benefits on behalf of Plan participants, and the payment of all Trust expenses, the District may terminate the Trust and any remaining Assets in the Trust shall be distributed to another trust or entity whose assets are exempt from federal taxation under section 115 of the Code as specified by the District. From the date of termination of the Trust until the final disbursement of Account Assets, the Trustee shall continue to have the powers and duties provided for in this Agreement which are necessary for the orderly liquidation and distribution of Trust Assets. The District shall cease to be a Participating District when the segregated Account for the District is fully distributed upon termination.

9. **Appointment, Succession, Resignation and Removal of the Trustee.**

(a) **Appointment; Succession.** The District shall select and appoint the Trustee at its discretion and with the agreement of the Trustee. The Trustee shall continue to serve as Trustee unless replaced or removed by the District at its discretion. If the position of Trustee becomes vacant, the District shall promptly appoint a successor Trustee. The service of the initial or a successor Trustee is effective upon the signing of this Agreement by the initial or successor Trustee by which action the initial or successor Trustee agrees to be bound by all of the terms and provisions of the Trust and of this Agreement.

(b) **Resignation.** The Trustee may resign at any time by delivering to the District's designated agent a written notice of resignation at least 60 days before the resignation effective date.

(c) **Removal.** The District may remove the Trustee at any time by delivering to the Trustee a written notice of the Trustee's removal at least 30 days before its effective date.

(d) **Statement of Account.** Whenever any Trustee hereunder ceases to serve as Trustee, the District may request that the Trustee furnish to the District a written statement of account with respect to the portion of the calendar year during which the individual or entity served as Trustee. If the District so requests, the retiring Trustee shall as soon as administratively feasible but no later than 15 calendar days after the date of the request, file with the District a written account of its acts from the date of its last previous annual report to the date of its removal or resignation. Upon approval of the account by the District, (or within 30 days of the date that Trustee ceases to serve as Trustee, if no such account is requested), the retiring Trustee shall assign, transfer and pay over to the successor Trustee all of the Trust Assets. The retiring Trustee may have its account settled in the U.S. District Court for the Western District of Wisconsin.

10. **Miscellaneous.**

(a) **Bonding.** The Trustee shall not be required to provide any bond in the exercise of its powers under this Agreement.

(b) **Audit.** The District shall, at all reasonable times during the term of this Agreement and for three years after the termination of this Agreement, have the right to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of the Trustee relating to this Agreement and the Trustee's performance of its duties.

(c) **Applicable Law; Jurisdiction and Venue.** The provisions of this Agreement will be construed, enforced and administered according to applicable federal law and the laws of the State of Wisconsin without regard to the choice of law rules thereof. The Trustee and the District agree to submit to the jurisdiction of the Wisconsin state courts and the federal courts for the Eastern and Western Districts of Wisconsin regarding any matter relating to the Trust or this Agreement. Any dispute or claim arising from or related to the Trust or this Agreement shall be venued in the appropriate state or federal court located in Wisconsin.

(d) **Limitation.** This Agreement does not give any Participant, Dependent or any other person any legal right against the Trustee, the Administrator, the District, the Investment Manager or any Participating District, except as expressly provided in this Agreement or otherwise provided by law.

(e) Assignment and Delegation. Trustee may assign or delegate certain of the administrative or record keeping services described in this Agreement to be provided by third parties on behalf of Trustee with the prior written consent of the District.

(f) Notice. Notice to either party shall be provided in writing as follows:

To District:

Attn: _____

To Trustee:

Attn: Michael R Hensler
Vice President
BMO Harris Bank, N.A.
111 E. Kilbourn Avenue
Milwaukee, WI 53202
Phone: (414) 287-8756
Fax: (414) 287-8580
Email: michael.hensler@bmo.com

(g) Release of Information. Where necessary to the proper administration of District's Plans, the Trustee may release information to the District or to a governmental agency or other regulator operating within the scope of its regulatory or examination authority with contemporaneous notice to the District.

(h) Representations and Warranties. District and Trustee each represent and warrant to the other as follows:

(i) Each is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and, in the case of Trustee, is a national banking association formed under the laws of the United States;

(ii) Each is not a party to or subject to any charter, by-law, agreement, law, rule, regulation, judgment or decree of any kind that would prevent performance of the terms and conditions of this Agreement;

(iii) Each has full power and authority to execute and deliver this Agreement and to consummate and perform the transactions contemplated hereby;

(iv) This Agreement has been duly authorized, executed and delivered by District and Trustee and constitutes the legal, valid and binding obligation of each, enforceable against each in accordance with its terms; and

(v) District has invested the fullest authority at all times in the individuals named and whose signatures appear in Appendix B, which individuals are empowered by resolution and applicable law to execute any documents that Trustee requires relevant to the opening or maintaining of a Trust account for the Plans and to take any and all action deemed by any of them to be proper in connection with the Trust, including, but not limited to, authority to give written or oral instructions to Trustee with respect to Trust transactions.

Said powers and authority granted shall continue fully effective until receipt by Trustee of written notice of change or revision thereof. District will certify to Trustee promptly, when and as made, any change in the individuals or powers of said individual(s) hereby authorized and such modifications when received by Trustee shall be adequate both to terminate the powers of the individual(s) theretofore authorized and to empower the individual(s) thereby substituted. The Trustee shall be entitled to rely on and shall be fully protected in acting upon directions, instructions, and any information provided by the individual(s) until a notice described in this paragraph is received.

(i) Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and such counterparts shall constitute one and the same instrument.

(j) Entire Agreement. Executed by the authorized representatives of the parties, this Agreement together with the referenced exhibits and attachments constitutes the entire intent of the parties to this Agreement and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to the subject matter of this Agreement.

{Next page is signature page.}

IN WITNESS WHEREOF, the parties have executed this Trust and Custody Agreement effective as of the date the Trust and Custody Agreement is fully executed (“Effective Date”).

SCHOOL DISTRICT OF

TRUSTEE AND CUSTODIAN

BMO Harris Bank, N.A.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

School District Clerk

Date: _____

Wisconsin OPEB Trust - Trust and Custody Agreement

APPENDIX A

Schedule of Fees – Service Providers 05/2019

This Schedule of Fees describes all of the fees to be paid from the Trust to the Wisconsin OPEB Trust Service Providers, namely the Trustee and Custodian and the Investment Manager. This Schedule of Fees also describes the fee to be paid to the State of Wisconsin Cooperative Educational Service Agency #6 (CESA 6) as the Wisconsin OPEB Trust Facilitator.

The fees will be calculated and paid to the service provider as described in the Trust and Custody Agreement including this Appendix A, and the Investment Advisory Agreement.

No other fee, expense, service fee or other compensation is authorized to be paid from the Trust or otherwise with Trust Assets for any purpose. This Schedule of Fees can be modified only by execution of a new fee agreement by the Service Provider and the District.

I. Trustee and Custodian

A. Trust and Custody Administration

1. *Asset-based fee (based on market value and BMO Money Market Funds, excluding accruals)*

Assets in Millions	Basis Points	Basis Points in Decimal Points
First \$50	10.0	0.00100
Next \$50	6.0	0.00060
Over \$100	4.0	0.00040

2. *Base Fee* \$15,000

3. *Other service fees*

Per Individual/Mutual Fund Account Fee	\$150
Per All Other Account Fee	\$75
Per Wire Transfer	\$15
Per ACH/Check Payment	\$10

B. Government Reporting Services

Preparation of Federal Form 1041 and WI Form 2 (single filing for entire trust program) Included

C. Sweep Account

Use as determined by the Investment Manager standard fee

- D. Mutual Funds
 BMO or its affiliates may receive compensation from mutual funds, including affiliated and unaffiliated mutual funds, which may include 12b-1 or other fees as indicated in the prospectus, for BMO's rendering of shareholder servicing, accounting and other administrative services. For unaffiliated Mutual Funds, BMO will credit these fees to the account as additional income as soon as administratively possible following receipt from the fund complexes. Please note that these amounts may be modified by the fund complex without notice to BMO.
- E. Other Fees
 Other expenses such as, but limited to, physical security transfer or re-registration, and hard charges, including those associated with foreign security transactions incurred in the normal operation of the relationship are applicable. Class Action proceeds will be assessed up to \$150 each. These fees are netted against the settlement proceeds credited to the account. Upon termination, BMO reserves the right to retain sufficient amounts to pay any fees and expenses through the date of termination, plus any costs or fees BMO incurs in connection with the termination of any agreements.
- F. Fee Commitment
 Three (3) years

II. Investment Manager

- A. Advisory Fee. The District agrees to pay the Investment Manager with respect to the cumulative market value of assets in the Account that Investment Manager provides advisory services for, fees at the annual rate of:

Breakpoint	Fee Charged
\$15,000,000 or less	0.50% or 50 basis points (bps) annualized
\$15,000,001 - \$25,000,000	0.25% or 25 basis points (bps) annualized
\$25,000,001 - \$50,000,000	0.20% or 20 basis points (bps) annualized
\$50,000,000 or greater	0.15% or 15 basis points (bps) annualized

The Fee Schedule is based on Total Combined Assets under Management for all CESA 6 Member Client Accounts. The asset weighted advisory fee will be updated annually at each calendar year end, adjusted and subsequently applied on a go forward basis.

- B. Basis for calculation and time of payment. Fees under the Investment Advisory Agreement shall be payable quarterly, in arrears, at the rate of one fourth of the annual rate based on the market value of the assets comprising the Account on the last day of the quarter.

C. Valuation. In computing the market value of any asset of the Account, each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on the principal exchange on which such security or mutual fund is traded. For purposes of determining the Advisor's fees, the Account assets shall be valued as computed by the custodian in accordance with normal and customary industry standards. Assets shall be valued quarterly and all fees calculated accordingly in arrears.

D. Fee Commitment
The Investment Advisory fee commitment is five (5) years.

III. CESA 6

Facilitation Fee	8.0 bps	0.08%
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Payable quarterly in arrears based on Total Combined Assets over all CESA 6 Wisconsin OPEB Trust participating member accounts.

Wisconsin OPEB Trust - Trust and Custody Agreement

APPENDIX B

Authorized Signers Form 05/2019

The District certifies that it has appointed the persons listed below, along with a specimen signature of each person, to give to Trustee directions and instructions pursuant to the signed Wisconsin OPEB Agreement regarding the account/s designated below, in writing or by an electronic form of communication. All such instructions and directions that Trustee reasonably believes to be genuine will be binding.

Account Name:
Account Number:

NAME

SIGNATURE

Date: _____

By: _____

Signature, [Title, other than person authorized above]

Wisconsin OPEB Trust – Trust and Custody Agreement

APPENDIX C

Security Procedures for the Trust and Custody Agreement

1. Online Account Access – Security

Authorized Individuals as designated on Appendix B of the Trust and Custody Agreement (Agreement), or those designated as authorized to receive account access and financial statements by those designated on Appendix B (Authorized Persons), will receive monthly, quarterly and annual financial statement of accounting for their accounts under the Agreement and will also be provided access to Portfolio Vision, the Trustee’s online system, which will provide the Authorized Individuals access to financial statements, account holdings and transaction information. Authorized Persons will each receive a unique Access ID and temporary password to access Portfolio Vision. It is the responsibility of the Authorized Person to maintain security of their Access ID and password. If the Authorized Persons are to change, the District must let the Trustee know, so that an individual who is no longer an Authorized Person can have their Access ID revoked and any new Authorized Person can be granted access to information under this section.

2. Authorized Individuals under Appendix B

Those Authorized Individuals on Appendix B of the Agreement will have the ability to provide Trustee with instruction to receive funds or request reimbursement as outlined in the Trust and Custody Agreement. Authority under this Appendix is granted through School Board Resolution and identifies Authorized Individuals by title or name. Appendix B is to be completed according to the School Board Resolution and signed by an individual not named as an Authorized Individual. If there is turnover of position with a district, a new Appendix B must be completed by the District and forwarded to the Trustee. If the previous School Board Resolution identifies Authorized Individuals by name, rather than position, a new School Board Resolution must be passed to name newly Authorized Individuals and remove the authority for anyone that must be removed.

3. Distribution of Funds

All reimbursements requested by an Authorized Individual will generate a call-back from the Trustee to an Authorized Individual so that the Trustee can verbally confirm the details of the request with an Authorized Individual. This call-back is made when a disbursement is requested to be processed and whether it is made by check, ACH or wire. No distribution will be processed until the verbal confirmation of the detail of the request is confirmed.

Supplier Code of Conduct



Doing what's right

BMO Financial Group's (BMO) success and reputation is built on trust we've earned from the people we work with and the customers we serve. Our reputation is our greatest asset. It is maintained by everyone associated with our company and we have a responsibility to always do the right thing. We are sensitive to the impact our business decisions have on our stakeholders and the communities where we do business. This commitment to corporate citizenship and long term sustainability is part of who we are and as important to our brand as the products and services we offer. BMO's Supplier Code of Conduct (Supplier Code) outlines the principles BMO expects our suppliers to support - our standards for integrity, fair dealing and sustainability.

By working with suppliers who share our commitment to these standards, we seek to:

- maintain a mutually beneficial, long-term relationship with our suppliers; and
- uphold the reputations of both BMO and the suppliers with whom we engage.

Complying with this Supplier Code

BMO expects you to be aware of, understand, and respect the principles of BMO's Supplier Code.

These principles are incorporated in our contractual arrangements. A breach of a contractual arrangement may be grounds for termination of a supplier's relationship with us. We will contact law enforcement authorities if laws are broken.

Responsible business practices

Compliance with laws and regulations

We expect suppliers to comply with the applicable laws and regulations in the jurisdictions in which they operate. This includes not making any express or implicit agreements that violate the letter and spirit of these laws and regulations.

Conflicts of interest

A conflict of interest—whether potential, actual or perceived—must be avoided. If they do arise, potential, actual or perceived conflicts of interest must be disclosed to your BMO contact as soon as possible, so that they can be managed and resolved.

Anti-corruption and anti-money laundering

You must never engage in any conduct that would put BMO at risk of violating any anti-corruption and anti-money laundering laws. If you believe corrupt practices are occurring within BMO's supply chain, report your concerns to your BMO contact and/or the BMO Anti-Corruption Office immediately at aco@bmo.com.

Important examples include:

- Bribery: providing any item of value (such as a gift, favour, or cash sum) that could be viewed as an attempt to influence an individual's actions or decision
- Facilitating payments: providing money often a small amount, and usually cash for government services such as processing permits, providing police protection, or expediting utility services

- Gifts and entertainment: While exchanging customary business courtesies may be appropriate in certain situations, giving or receiving a gift or offer of entertainment is not appropriate if it is extravagant, creates a sense of obligation, or is done with the intent to influence a business decision

Sustainable practices

We trust our suppliers to understand and manage environmental and social risks. These risks include the threat of adverse effects on the natural environment as well as risks to the livelihoods, health and rights of individuals and communities. We encourage you to identify, adopt, and integrate environmental and social best practices into your business processes and facilities.

Responsible treatment of workers

Human rights and employment practices

Suppliers must abide by applicable employment standards, labour, non-discrimination and human rights legislation. BMO will not tolerate child or forced labour and we will not work with suppliers who do. Harassing conduct – intentional or not – should be prohibited in your workplaces. Suppliers must comply with workers’ right to join a trade union, or to have recognized employee representation under local law and follow the applicable wage and hour laws and regulations in the jurisdictions in which they operate.

Diversity and inclusion

We expect you to observe laws that prohibit discrimination based on gender, race, ethnicity, sexual orientation, age, disability and work style or any other protected status.

Our goal is to use diverse suppliers for our business needs. BMO believes that including a range of diverse parties is important to our economic and competitive future in our communities. For that reason, we seek to work with Suppliers who perform at a high level and also add a diverse perspective to BMO. We encourage you to identify, adopt, and integrate diversity into your processes.

Workplace safety, security, and health

A safe work environment affects all of us. We expect you and your workers to adhere to safety laws and regulations, and use equipment properly. When accidents occur on BMO’s premises or while performing work for BMO, you must report them immediately to BMO.

Responsible use of information, systems, and other assets

Protecting BMO information and assets

You must protect and treat BMO’s confidential information as agreed to with us. This includes intellectual property, personal employee and customer information, and any data BMO generates. You are responsible for protecting BMO property as well as assets that belong to our clients. You may use assets (e.g. customer information data, systems, equipment, materials, or premises) only for their authorized purpose.

Insider trading

As a BMO Supplier, you may have access to certain “inside information” about publicly traded companies. You must ensure that appropriate information barriers are in place to prevent buying, selling, or tipping information about securities on the basis of inside information.

Let’s connect



Additional information about BMO, including how to contact us, can be found online at bmo.com



We’re here to help.™

**RESOLUTION AUTHORIZING THE ADOPTION OF THE
WISCONSIN OPEB TRUST INVESTMENT ADVISORY AGREEMENT and
APPOINTMENT OF INVESTMENT MANAGER**

WHEREAS, the School District of Manawa (the “District”) provides for the welfare of its eligible employees, former employees and their dependents by maintaining one or more post-employment welfare benefit plans including, without limitation, plans to provide health care benefits (collectively, the “Plans”);

WHEREAS, such post-employment benefits provided by the District may represent compensation resulting from contractual agreements between the District and its eligible employees and former employees for services rendered to the District;

WHEREAS, such post-employment benefits provided by the District may represent compensation resulting from District policy including a policy of the Board of Education and/or an employment handbook or compensation resulting from an individual employment contract;

WHEREAS, the District’s obligation to provide such post-employment benefits and its liability with respect to the cost of funding such benefits accrues and has accrued during the period of employment of such eligible employees and former employees;

WHEREAS, in guidance it has provided, the Wisconsin Department of Public Instruction (the “Department”) has acknowledged that it is fiscally appropriate to have the cost of funding such post-employment benefits recognized and provided for as such benefits accrue;

WHEREAS, the District created a segregated, irrevocable trust fund (the “Trust”) pursuant to a trust and custody agreement (the “Trust Agreement”), a recordkeeper agreement (the “Recordkeeper Agreement”) and Wisconsin law in order to establish and maintain a trust which will hold and custody assets to fund all or a portion of the District’s accrued liability with respect to the cost of funding such post-employment benefits;

WHEREAS, the Wisconsin Uniform Financial Accounting Requirements (“WUFAR”) for school districts provide for a separate accounting fund, the “Employee Benefit Trust Fund (Fund 73)” for reporting resources set aside and held in trust to pay such post-employment and other employee benefits;

WHEREAS, the District intends for the Trust to continue to qualify as a Fund 73 employee benefits trust fund within the meaning of WUFAR in compliance with applicable requirements promulgated by the Department;

WHEREAS, the Trust is separate and independent from any other segregated account of the District which may hold or be used to account for assets used to pay post-employment benefits or fund accrued liability associated with employee benefits as required under section 115 of the Internal Revenue Code of 1986, as amended, and section 66.0603 of the Wisconsin Statutes, and under no circumstances may any assets in any such other account be commingled with assets of the Trust;

WHEREAS, the Plan funds will be invested pursuant to section 66.0603 of the Wisconsin Statutes in accordance with an Investment Advisory Agreement between the District and an Investment Manager service provider;

WHEREAS, the District intends to appoint an Investment Manager (the "Investment Manager") to manage the assets of the Trust as its discretionary and independent fiduciary under Wisconsin and federal law;

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

1. Adoption of the Investment Advisory Agreement. The adoption of the Wisconsin OPEB Trust Investment Advisory Agreement ("Investment Advisory Agreement") is hereby approved. The Investment Advisory Agreement shall be adopted in the form of Exhibit A attached hereto and incorporated herein by reference. The District Administrator and the District Business Manager are hereby authorized and directed to execute the Investment Advisory Agreement on behalf of the District. Terms that are defined in the Restated Trust Agreement and the Investment Advisory Agreement shall have the same meaning in this adoption resolution.

2. Appointment of Investment Manager. Morgan Stanley/Graystone Consulting is removed as Investment Manager and Prudent Man Advisors, LLC ("PMA LLC") is appointed as Investment Manager under the Investment Advisory Agreement.

3. Further Authorizations. The officers, employees and agents of the District are hereby authorized and directed to do any and all things reasonable and necessary to accomplish the purposes of this Resolution.

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

Adopted and recorded this 17day of June, 2019.

Board President

ATTEST: _____

_____, Board Clerk

Employee Benefit Trust Fund of School District of Manawa

Investment Policy

Introduction

The overall objective of this policy is to provide guidance for the investment of contributions and other Employee Benefit Trust Fund assets to help maintain adequate funding for Trust liabilities. The policy sets forth the investment objectives and other general policy standards that will be applied within the investment program to enhance its effectiveness and to ensure that the Trust is managed in a manner consistent with the Employee Benefit Trust Fund document and applicable law.

Objectives

The primary investment objectives of the Employee Benefit Trust Fund are as follows:

- **Return** – Obtain a reasonable long-term return over the expected liability time horizon consistent with the level of risk assumed over market cycles. Specific return objectives may include fund performance that exceeds the rate of inflation, the assumed actuarial discount rate, and/or similar to the return of a passively managed benchmark of similar style.
- **Cost** – Seek to control the costs of funding the Employee Benefit Trust Fund within prudent levels of risk through the investment of Trust assets.
- **Diversification** – Provide diversification of assets in an effort to reduce the risk of large losses stemming from concentrated positions.
- **Safety** – Preservation of principal by avoiding overly risky alternatives for the expected liability time horizon.
- **Liquidity** - Investment portfolio structured in such manner as to provide sufficient liquidity to pay obligations as they come due.

Investment Management

The Business Manager shall be responsible for administering this policy and ensuring that the parameters as set forth in this policy and its implementing procedures are met.

Standard of Prudence

The standard of prudence to be used by the investment officials shall be the “prudent investor” and shall be applied in the context of managing the portfolio. Investments shall be made with the care, skill, prudence and diligence that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character with like aims.

Investment Guidelines

Permitted investment instruments include, but are not limited to:

- Interest bearing direct obligations of the United States of America
- Interest bearing obligations of agencies or instrumentalities of the United States of America
- Investment grade and high yield corporate bonds
- Interest bearing savings accounts or certificates of deposit, issued by federally chartered banks
- Municipal bonds issued by any state or any subdivision of any state
- Money market mutual funds managed by investment companies that are registered under the Federal Investment Company Act of 1940
- Mutual funds managed by investment companies that are registered under the Federal Investment Company Act of 1940
- Exchange Traded Funds (ETFs)
- Equity securities including common stocks

Asset Allocation Guidelines

Asset allocation will be determined by the district staff with the guidance of the investment advisor taking into consideration the nature of the liabilities described in the actuarial study. The investment advisor will act as a fiduciary in guiding the asset allocation within the general risk tolerance of the district.

Performance Benchmark

The Performance Benchmark should be aligned with the investment portfolio’s characteristics with respect to asset allocation.

Manager Responsibilities

A. Legal Compliance:

The investment manager is responsible to comply with Securities Exchange Commission (SEC) regulations, any other applicable oversight agencies. The investment manager is responsible for strict compliance with the investment

objectives of the Employee Benefit Trust Fund and understands its duties and responsibilities as a fiduciary.

B. Performance Review:

The investment manager will meet with the Business Manager at least annually to review the portfolio, results of the past period, comparative data to evaluate performance relative to the market and the outlook for the next period to meet the Employee Benefit Trust Fund's objectives.

Custody and Safekeeping of Investments

Third party safekeeping is required for all securities owned by the Employee Benefit Trust Fund.

Ethics and Conflicts of Interest

Any fiduciary with respect to the Employee Benefit Trust Fund shall refrain from personal business activity that could conflict with the proper execution of the investment program, or which could impair her or her ability to make impartial investment decisions.

Reference:

WI Ch 881: A fiduciary shall invest and manage assets as a prudent investor would, by considering the purposes, terms, distribution requirements, and other circumstances of the trust. In satisfying this standard, the fiduciary shall exercise reasonable care, skill and caution.

WI Ch 66.0603(3)(b): Additional delegation of investment authority. In addition to the authority granted under sub.(2), a school district may delegate the investment authority over the funds described under sub. (1m) (b) 3. to an investment manager who meets the requirements and qualifications specified in the trust's investment policy and who is registered as an investment adviser under 15 USC 80b-3.

Employee Benefit Trust Fund of School District of Manawa

Selection of Investments

Introduction

The overall objective of this statement is to provide guidance for the investment of contributions and other Employee Benefit Trust Fund assets to help maintain adequate funding for Trust liabilities. The investment selection sets forth the model portfolio that will be applied in accordance with Investment Policy and State Statutes.

Standard of Prudence

The standard of prudence to be used by the investment officials shall be the “prudent investor” and shall be applied in the context of managing the portfolio. Investments shall be made with the care, skill, prudence and diligence that a prudent person acting in like capacity and familiar with such matters would use in the conduct of an enterprise of like character with like aims.

The Investment Advisor may employ investments that have disciplines outside of the established asset allocation guidelines as appropriate to meet the Standard of Prudence.

Rebalancing

The Investment Advisor will evaluate Trust asset allocation against the preferred targets and acceptable ranges on a quarterly basis, or more frequently if market conditions dictate. If a particular asset class exceeds the maximum or minimum constraints of its acceptable range, the Investment Advisor will rebalance Trust assets to bring the asset class allocation back within the asset allocation guidelines established in the Model Portfolios. Trust assets will not be rebalanced when the Committee requests that the Investment Advisor hold cash equivalents for shorter-term needs causing certain asset classes to fall outside the acceptable ranges.

Target Portfolio Guidelines		Domestic Equity	Int'l Equity	Inflation Sensitive	High Yield Bonds	Fixed		Total
						Income IG Bonds	Cash	
Model 1	Ultra Conservative					30%	70%	100%
	Min-Max					0-50%	0-100%	
Model 2	Conservative	30%	0%	0%	10%	55%	5%	100%
	Min-Max	10-40%	0-10%	0-10%	0-20%	40-75%	0-30%	
Model 3	Moderate	45%	0%	4%	15%	33%	3%	100%
	Min-Max	30-60%	0-15%	0-15%	0-25%	20-50%	0-25%	
Model 4	Aggressive	60%	5%	8%	8%	17%	2%	100%
	Min-Max	40-70%	0-25%	0-20%	0-25%	5-30%	0-20%	

Selection:

Sub-Account:

Model Portfolio:

_____ (1-4)

_____ (1-4)

_____ (1-4)

Date approved:

June 17, 2019

INVESTMENT ADVISORY AGREEMENT

CESA 6/ WISCONSIN OPEB TRUST

School District of Manawa

This Investment Advisory Agreement (“Agreement”) between the undersigned **School District of Manawa**, a Wisconsin Public School District located at 800 Beech Street, Manawa, WI 54949 (“Client”) and **Prudent Man Advisors, LLC**, a limited liability company duly organized in the State of Illinois whose principal place of business is located at 2135 City Gate Lane, Naperville IL (“Advisor”) is effective June 17, 2019 (“Effective Date”).

1. Appointment of Advisor. Commencing on the Effective Date, the Client appoints the Advisor as its Investment Advisor for its funds held in its Account by the Custodian (as those terms are defined below) and the Advisor accepts appointment as Investment Advisor for the Account. Client is a member of the Cooperative Educational Services Agency #6 (“CESA 6”).

2. Term. This Agreement shall have an initial term of five (5) years after the Effective Date (“Term”). Thereafter the Term shall be automatically renewed on an annual basis without modification unless written notice of intent to terminate or modify is provided by the terminating party not later than thirty (30) days prior to the end of the Term. This Agreement may be terminated by Client prior to the expiration of the Term for material breach of its terms immediately upon written notice specifying the material breach and the date of termination. This Agreement may also be terminated prior to the end of the Term without cause by Client on thirty (30) days’ written notice and by Advisor on ninety (90) days’ written notice.

3. Account. The assets of the Client shall be held in one or more accounts or subaccounts (collectively referred to as the “Account”) and shall include such cash, mutual funds and other registered investment company products which, from time to time, the Client deposits in its account with the Custodian (defined below) or which become part of the Account as a result of investment activity or otherwise. The Client may make additions to and withdrawals from the Account in such amounts as the Client shall determine, provided that with respect to withdrawals, Client shall communicate with Advisor as to its cash flow needs and Client will endeavor to provide Advisor with three (3) business days’ prior written notice of Client’s intent to withdraw designated amounts from the Account, provided that Advisor will accommodate requests for withdrawal with less notice if possible to liquidate assets within such time periods. The Client shall provide the Advisor with the identity of persons authorized to act on behalf of the Client and with prior written notice of any change in the identity of such persons.

4. Services To Be Provided; Investment Policy. The Advisor shall supervise and direct the investments of and for the Account, subject to the policies, objectives, limitations and restrictions in Client’s Investment Policy attached as Exhibit A to this Agreement. Client shall provide Advisor with prompt written notice of any change in its Investment Policy or if it determines that any investment made or recommended for the Account is inconsistent with the Investment Policy. Advisor personnel will meet with Client on at least an annual basis to determine whether there have been any material changes in the Client’s investment objectives or financial situation, and shall be available for consultation with Client.

5. Services to be Provided; Reports. The Advisor shall provide electronic monthly, quarterly and annual reports to the Client and to CESA 6 in the format described in Exhibit B to this Agreement. The Advisor shall provide written reports to the Client at Client’s request. In addition, Advisor will provide to

Client access to information for Client's account(s) by electronic means through Clearwater Analytics, Inc. which is generally available 24/7, except as may be necessary or customary for testing, upgrades and maintenance. Electronic access will enable Client to review all information maintained by Advisor regarding Client's transactions and holdings in the Account, on a daily basis. However, the official records of the Account are those of the Custodian. In addition, Client hereby authorizes the Advisor to deliver copies of Client's electronic reports defined above and any other information required to be provided hereunder, to CESA 6 for the primary purpose of facilitating Account administration. Subject to the Wisconsin Public Records Law, Wis. Stat. §19.31, et seq., CESA 6 shall enter into a confidentiality agreement with Advisor regarding the Client's information.

6. Investments; Discretionary Authority. Advisor shall have full discretion and authority, without obtaining any prior approval, as the Client's agent, and at the Client's expense: (i) to make all investment decisions in respect of the Account; (ii) to buy, sell and otherwise trade in securities in the Account in accordance with the Client's Investment Policy and Portfolio Management Accounts described in Exhibit C to this Agreement; (iii) to place orders with respect to, and to arrange for, any of the foregoing; and (iv) in furtherance of the foregoing, to do anything which Advisor shall deem advisable in connection therewith, including, without limitation, the selection of brokers, dealers and others on behalf of the Account. Advisor shall have complete discretion as to the nature, amount and timing of all such transactions.

7. Fiduciary Obligation. Advisor and each Manager of Advisor acknowledges that each Client Account is intended to provide a government retirement or welfare plan benefit adopted and administered for the exclusive benefit of the participating government employees under I.R.C. §§ 414(d), 401(a), 403(b), 457 and under a qualified trust as provided in I.R.C. § 115 and any other Internal Revenue Code provision that provides for the tax-exempt or tax-deferred status of the benefit funds.

By this Agreement and any related agreement, to the extent applicable, Advisor and each Manager of Advisor agrees that it will be acting as a "fiduciary" as defined in Section 3(21)(A) of ERISA and has, by contract for each Account, accepted appointment as an "Investment Manager" as described in ERISA section 3(38) and any related statute, regulation, agency interpretive guidance and case law and as a fiduciary under applicable Wisconsin law. Advisor hereby agrees, by contract, to accept all of the duties and obligations imposed by law on a fiduciary and Investment Manager under ERISA sections 3(21)(A) and 3(38) and to act in accordance with those duties and obligations at all times.

8. Service To Other Clients. It is understood that the Advisor performs investment management services for other clients. The Client agrees that the Advisor may direct and take action with respect to any activity of its other clients that may differ from the direction of the timing or nature of action with respect to the Account so long as it is the Advisor's policy, to the extent practical, to allocate investment opportunities to the Account over a reasonable period of time on a fair and equitable basis relative to other clients. The Advisor, its principals, affiliate or employees may purchase or sell for their account and/or for the account of others but not for the Account of the Client, if in the Advisor's good faith opinion such transaction or investment appears unsuitable, impractical or undesirable for the Account. In addition, as described in the Part 2A of the Advisor's Form ADV, Advisory personnel may buy and sell securities for their own accounts, including those securities recommended to clients. However, Advisory personnel with access to non-public information regarding a client's purchase or sale of securities or who are otherwise involved in the making securities/investment recommendations to clients or who have access to such information are subject to certain limitations, restrictions and pre-clearance requirements under the federal securities laws and/or the Advisor's Code of Ethics with respect to the personal securities transactions.

9. Custodian and Trustee. The assets of the Account shall be held by one or more entities selected by the Client to act as the Client's Trustee and custodian or custodians (collectively referred to as the

“Custodian”). The Client has selected the initial Trustee and Custodian and notified Advisor in writing of their identity. The Client shall notify Advisor in writing of any subsequent change to the Trustee or Custodian or additional entities selected as Trustee or Custodian. The Custodian shall at all times be responsible for the physical custody of the assets of the Account and for the collection of interest dividends and other income attributable to the assets of the Account. The Trustee shall at times be responsible, as the fiduciary for the assets, for the safekeeping and security of the assets, the authorization of disbursements, carrying out the directives of the governing body, and all other fiduciary and oversight tasks. The Client shall be responsible for all custodial and trust arrangements and the payment of all custodial charges and fees, and Advisor shall have no responsibility or liability with respect to custody or trustee arrangements or any act, omission or other conduct of the Custodian or Trustee. Advisor shall act as an independent advisor to Client at all times and for every purpose.

10. Custody Restrictions. Neither Advisor nor any of its affiliates shall have Custody as the term is defined under the Investment Advisers Act of 1940, as amended (“Adviser’s Act”) over the assets in the Account, and the Client agrees to cooperate with Advisor and its affiliates, and direct the Custodian so as to restrict their Custody for purposes of the Advisers Act to assets in the Account.

11. Expenses.

(a) Advisor shall furnish at its own expense all necessary administrative services, research capacity, employee training, office space, equipment, clerical personnel, telephone and other communication facilities, investment advisor facilities, legal and accounting services and executive and supervisory personnel for managing investments. Advisor shall maintain adequate insurance coverage of at least \$ 10 million per occurrence and aggregate for errors and omissions and at least \$5 million per occurrence and aggregate for Fidelity Bond at its own expense throughout the term of this Agreement.

(b) Except as otherwise provided herein, Client shall pay all of its own expenses, including, without limitation, taxes, commissions, fees and expenses of Client’s independent auditors and legal counsel, brokerage and other expenses connected with execution of Account investment transactions, insurance premiums, and fees and expenses of the Trustee, Custodian or other service provider for all services to Client including safekeeping of funds and securities, the keeping of books and records or other accounting or pooling services required therein.

12. Advisory Fee/Reimbursement of Expenses.

(a) The compensation of the Advisor shall be calculated and paid in accordance with the Schedule of Fees, attached hereto as Exhibit D. For the purposes of determining the Advisor’s fees, the Account’s assets shall be valued as computed by the Custodian in accordance with normal and customary industry standards. Assets shall be valued quarterly and all fees calculated accordingly in arrears. All Accounts will be charged the blended fee based on the cumulative market value of assets of all Accounts combined. Client shall receive a quarterly statement from the custodian showing all asset valuations and fees to be paid thereon for the most recent quarter. Client agrees to instruct its Custodian to pay the Advisor’s fees calculated by the Custodian from the Custodian Account.

(b) Certain securities or assets may need to be valued in a manner determined in good faith by the Advisor, or other appropriate pricing sources to reflect its market value or as may be prescribed by applicable law. The compensation of the Advisor shall in no event be calculated on the basis of a share of capital gains upon or capital appreciation of the Account or any portion of the Account in violation of the Investment Adviser’s Act of 1940. As more fully described in Advisor’s Firm Brochure Part 2A of Form ADV, Advisor does not participate in “soft dollar” arrangements.

13. Voting of Proxies and Tender Offers. In the event the Account includes a security for which proxy voting is required, the Advisor will seek the instructions of the Client on voting or the Client can delegate such authority.

14. Prohibitions On Assignment. No assignment, as that term is defined in the Advisers Act, of the Agreement shall be made by Advisor without the prior consent of Client, which may be provided by negative consent.

15. Form ADV Part 2. The Client acknowledges receipt of a copy of Advisor's Firm Brochure and Brochure Supplement, Parts 2A and 2B of Advisor's Form ADV which describes Advisor's investment techniques, disciplines, related risk factors, and advisory personnel prior to signing this Agreement.

16. Representations and Warranties.

(a) Advisor hereby represents warrants and agrees that:

(i) Advisor is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Illinois and has full power, right and authority to enter into this Agreement and perform its obligations hereunder.

(ii) Advisor is registered as an investment advisor under the Advisers Act, Advisor acknowledges that it is a "fiduciary" within the meaning of applicable law with respect to such assets of the Account, as defined herein, as may be placed under its management pursuant to this Agreement.

(b) The Client hereby represents warrants and agrees that:

(i) Client is a Public School District located in the State of Wisconsin and has full power, right and authority to enter into this Agreement and perform its obligations hereunder.

(ii) The Client has the authority under Wis. Stat. §66.0603 and other applicable law and under the terms of its constitutional documents to appoint an investment advisor to manage (including the power to vote and to acquire and dispose of) the assets of the Account. The Client has delivered to Advisor, and from time to time hereafter will deliver to Advisor, in writing, all of the information which Advisor may require or reasonably request (including, but not limited to, the cash needs and investment objectives of the Client) in order to perform its duties hereunder without violating or causing any violation of its fiduciary duties under applicable law and promptly will notify Advisor, in writing, of any change in the information so furnished to it.

(iii) The Client has full power, right and authority to enter into this Agreement and to perform its obligations hereunder and the trading of securities and other financial investments as contemplated hereby is a proper purpose of the Client, is within the Client's power, is prudent, complies with applicable state law and will not result in a contravention of the statutes, rules or regulations to which the Client is subject. The Client will furnish Advisor with such evidence of authority and power to enter into this Agreement as Advisor may request.

17. Scope of Liability and Indemnification.

(a) Advisor, at all times, will act in good faith with respect to its management of the Account. Client understands that there is risk (including risk of loss) associated with any investment in securities, including those to be made by Advisor in managing the Account and associated with Advisor's investment strategy. Client agrees that Advisor shall not be liable to the Client for any act or omission in connection with the performance of Advisor's services hereunder, other than as a result of Advisor's reckless conduct, intentional misconduct, bad faith, violation of applicable law, breach of its fiduciary or

co-fiduciary duties or breach of any of the material terms of this Agreement. In addition, the Advisor agrees to be liable for negligence to the extent such acts would be defined as covered under Advisor's then applicable Errors and Omissions insurance policy. Advisor will have no duty, responsibility or liability under this Agreement as to any Client assets other than the Account assets. Client assumes the market risks involved in the investment of the Account assets under this Agreement and understands that the investment decisions made for this Account are subject to various market, currency, economic, political, business and other risks.

(b) Advisor shall not be responsible for any loss incurred by reason of any act or omission of Client. Advisor will require that the brokers, dealers and custodians that Advisor selects and uses to perform the Services satisfy their obligations with respect to the Client at the highest level of professional conduct applicable to their services. In addition to its obligations under this Agreement to operate as a 3(38) discretionary investment advisor, to the extent applicable, Advisor will act as a co-fiduciary with a duty to inquire as that term is defined under ERISA 3(21) with respect to each broker, dealer, custodian, trustee or other service provider with which it interacts to perform the services under this Agreement.

(c) It is understood that nothing herein shall in any way constitute a waiver or limitation of any of the obligations which Advisor may have under federal securities laws or under applicable state law.

18. Bond. Advisor shall not provide a bond in connection with its activities as investment advisor under this Agreement unless required by law. If a bond is required under state law, the Client will include Advisor under individual or schedule bonds or other forms of bonds meeting the requirements of applicable state law or will name Advisor in what is known under general trade usage as an "agent's rider" attached to a blanket bond so as to comply with applicable state law.

19. Dispute Resolution. The parties agree that any disputes hereunder will be adjudicated in a Wisconsin state court located in the CESA 6 region or in the United States District Court for the Eastern or Western District of Wisconsin.

20. Governing Law. This Agreement shall be governed by federal law and by the laws of the State of Wisconsin without giving effect to the principles of the conflict of laws.

21. Notices. Any notices or communications that any party hereto may be required or permitted to make to the others shall be in writing and shall be sent to the following address for each party:

To Client: School District of Manawa
Address 800 Beech Street, Manawa, WI 54949
Attention: Business Manager
Telephone: 920-596-2525
Facsimile: 920-596-5308
Email: cobrien@manawaschools.org

With a copy to CESA 6: CESA 6/Wisconsin OPEB Trust
2300 State Road 44
Oshkosh, WI 54904
Attention: Chief Operations Officer
Telephone: (920) 233-2372
Facsimile: (920) 236-0580
Email: jlevash@cesa6.org

To Advisor: Prudent Man Advisors, LLC
2135 City Gate Lane, 7th Floor
Naperville, IL 60563
Attention: General Counsel
Telephone: (630) 567-6400
Facsimile: (630) 718-8701

or such other address as such party may designate. A written notice includes a notice by facsimile, email or other electronic transmission. Any such notice may be given or signed on behalf of the party giving or serving the same by a director, secretary or other duly authorized person thereof. If notice is to be given by email or other electronic means, the party giving notice shall first contact the receiving party to ascertain the correct address.

22. Confidentiality.

(a) Subject to legal or regulatory requirements or as provided in subsection (c) hereunder, Advisor acknowledges that this Agreement, together with any documents or instructions supplied by the Client pursuant to this Agreement constitute confidential information ("Client's Confidential Information"). Advisor shall only use the Client's Confidential Information for the purpose of this Agreement and shall not disclose any Client's Confidential Information to any third party, unless such disclosure is required to carry out the purpose of this Agreement or otherwise required by law.

(b) Subject to state law and regulatory requirements or as provided in subsection (c) hereunder, the Client acknowledges that this Agreement, together with any documents or instructions supplied by Advisor to the Client pursuant to this Agreement, constitute confidential information ("Advisor's Confidential Information"). Subject to its obligations under the Wisconsin Public Records Law, Wis. Stat. § 19.31, et seq., and any other applicable state or federal law, the Client shall use its best efforts to prevent disclosure of Advisor's Confidential Information by it or its employees and shall not disclose any Advisor's Confidential Information to any third party without the prior written consent of Advisor.

(c) Each party's obligations to the other under this section shall not apply to information which:

(i) becomes publicly known through no wrongful act of the other party; or

(ii) becomes rightfully known to a party without confidential or proprietary restriction from a source other than the other party; or

(iii) is approved by the other party for disclosure without restriction in a written document which is signed by the other party; or

(iv) is required pursuant to court order, regulatory request or by operation of law to be disclosed by a party, provided that that such party continues to maintain the obligations under the section with regard to all other third parties.

23. Miscellaneous.

(a) This Agreement constitutes the entire agreement between the parties with respect to the Account. The Parties hereby submit to the jurisdiction of the federal and state courts located in Wisconsin, and the Agreement shall be governed by the laws of the State of Wisconsin without giving effect to its choice of law or conflict of law provisions, provided that nothing shall be construed in any manner inconsistent with the Advisers Act, or any rule, regulation or order of the Securities and Exchange Commission promulgated thereunder.

(b) For all purposes of this Agreement, Advisor shall be an independent contractor and not an employee or dependent agent of the Client; nor shall anything herein be construed as making the Client a partner or co-venturer with Advisor or any of its affiliates or other clients. Except as specifically provided in this Agreement and any separate agreement between Client and Advisor, Advisor shall not obligate or represent the Client.

(c) In the event that any provision of this Agreement is held invalid by a court with jurisdiction over the parties, such provision shall be deemed to be restated to be enforceable, in a manner which reflects, as nearly as possible, the intent, and economic effect of the invalid provision in accordance with applicable law. The remainder of this Agreement shall remain in full force and effect.

(d) This Agreement may be executed in multiple counterparts, each of which shall be deemed binding for all purposes hereof.

(e) No provisions of this Agreement may be amended or waived except by written agreement executed by Advisor and Client.

24. Consent to Change in Control.


(a) Client has been informed that Prudent Man Advisors, Inc. and its affiliated companies Prudent Man Analysis, Inc. d/b/a PMA Financial Network, Inc., and English Concepts, Inc. d/b/a PMA Securities, Inc. (collectively, the "PMA Companies" and each a "PMA Company") and their equity owners entered into a definitive agreement under which PMA Acquisition, LLC ("PMA Buyer"), an investment vehicle owned by members of senior management of the PMA Companies and Estancia Capital Management, LLC ("Estancia"), a specialty private equity firm, has agreed to acquire 100% ownership of the PMA Companies.

Under the terms of the agreement, (i) ownership of each PMA Company shall be transferred from the English family to separate corporations owned by the English family, (ii) each PMA Company shall be converted into a limited liability company, and (iii) PMA Buyer will acquire substantially all of the equity interests held by the separate companies owned by the English family (collectively, the "Transactions").

(b) Given that the Transactions result in a change of control for the Advisor, and this Agreement is for investment management and other related services, your written consent to the "assignment" (as defined in the Investment Advisers Act of 1940, as amended) of this Agreement is required in order for the Prudent Man Advisors, Inc. to continue to provide advisory services to you after the Transactions close, which is expected to occur in April 2019. By signing this Agreement, Client is hereby consenting to the "assignment" (as defined under the Advisers Act) of this Agreement with the Advisor.


CLIENT

School District of
Manawa

By: 
Name: Carmen O'Brien
Its: Business Manager

ADVISOR

Prudent Man Advisors, LLC.

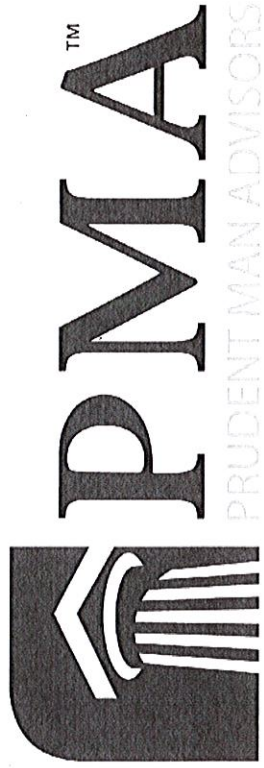

Name: John M. Huber, CFA
Its: Chief Investment Officer

Investment Advisory Agreement

EXHIBIT A - CLIENT INVESTMENT POLICY

Investment Advisory Agreement

EXHIBIT B – PMA Report Format



Account Statement: Balanced Account

Sample Account (12345)

Month End (M8 Y2018)

02/01/2018 - 02/28/2018

Dated: 03/02/2018

Unlocked: the data is subject to change



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Dated: 03/02/2018

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<u>Transaction and Interest Summary</u>	10



Portfolio Summary: Balanced Account

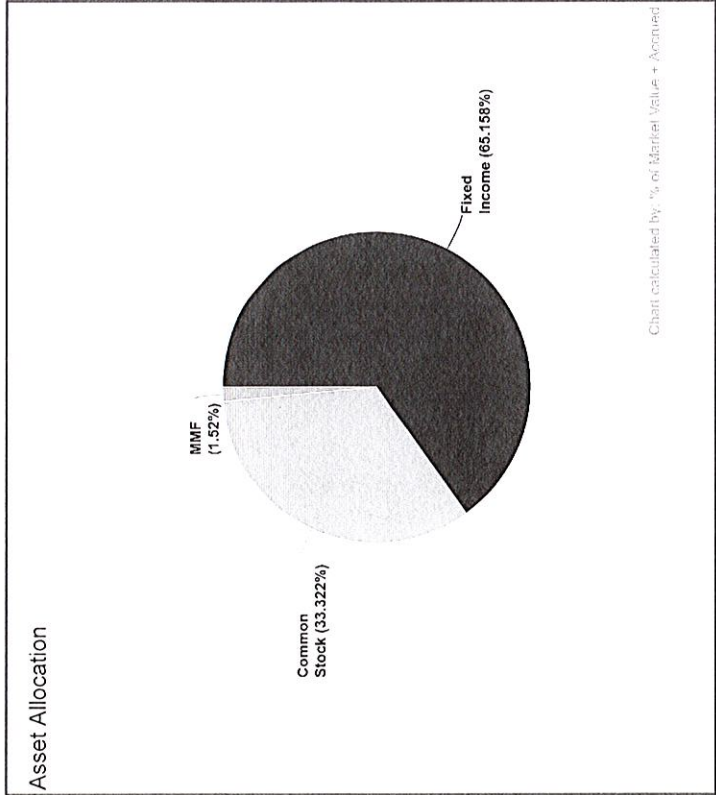
02/01/2018 - 02/28/2018

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Dated: 03/02/2018

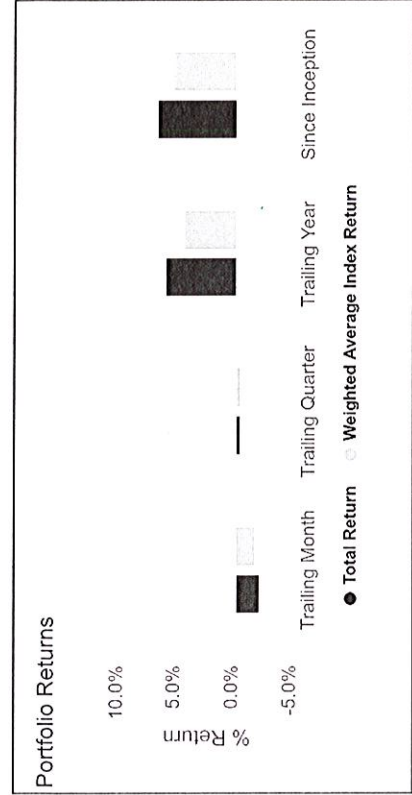
Asset Class	Market Value + Accrued
Fixed Income	13,920,169.16
Common Stock	7,118,885.00
Money Market Funds	324,427.02
Cash	279.03
---	21,363,760.21

Top Issuers	% of Base Market Value + Accrued
Vanguard Index Funds	33.322%
Precision Castparts Corp.	2.425%
Toyota Motor Credit Corporation	2.328%
Treasury, United States Department of	1.970%
The Bank of New York Mellon Corporation	1.862%
Exxon Mobil Corporation	1.824%
Bank of America Corporation	1.802%



Equity Summary

Equity Metric	Value
Equity	7,118,885.00
Beta	1.009
R Squared	0.983
Trailing P/E	---
Dividend Yield	1.686



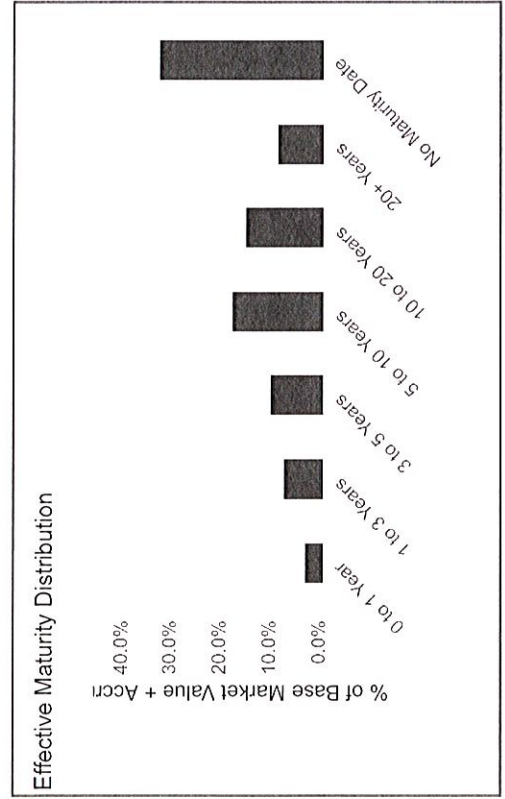
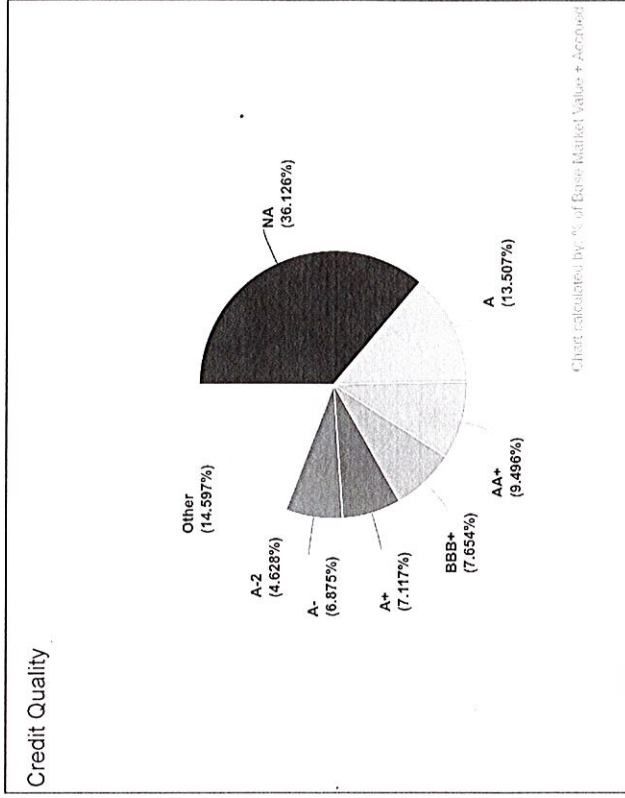
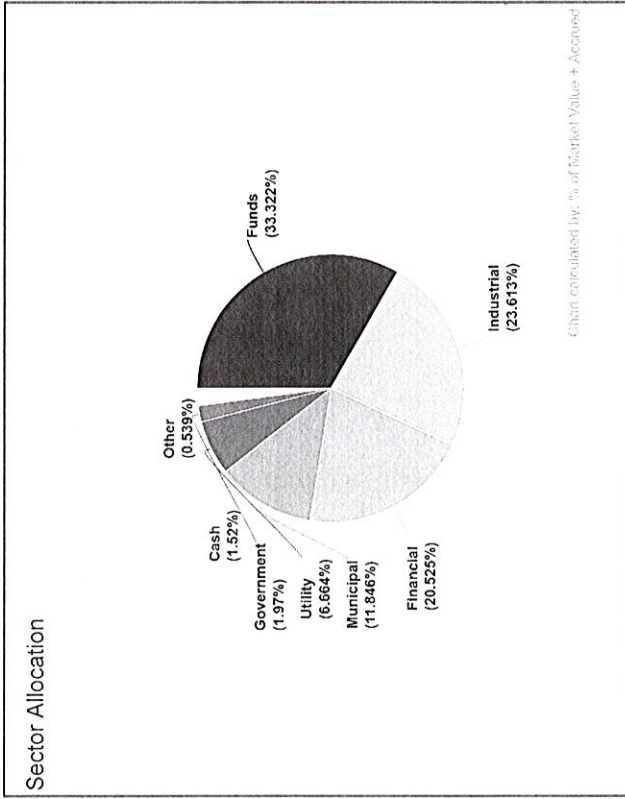


Portfolio Summary: Balanced Account

02/01/2018 - 02/28/2018

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Dated: 03/02/2018



Benchmark Comparison

Risk Metric	Portfolio	Index	Difference
Years to Final Maturity	10.295	7.916	2.379
Years to Effective Maturity	10.260	7.916	2.344
Duration	7.619	6.244	1.375
Yield	3.263	2.619	0.644
Average Credit Rating	A	AAA	--

Compliance Status

Status	Compliant
As of	02/28/2018

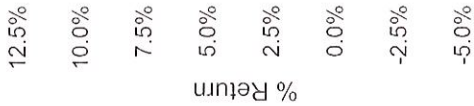


Returns

Base Currency: USD As of 02/28/2018

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Dated: 03/02/2018



● Total Return, Gross of Fees ○ Weighted Average Index Return

Period	Period Begin	Period End	Total Return, Gross of Fees	Weighted Average Index Return
Month to Date	02/01/2018	02/28/2018	-2.009%	-1.610%
Prior Month	01/01/2018	01/31/2018	0.911%	0.699%
Quarter to Date	01/01/2018	02/28/2018	-1.117%	-0.923%
Prior Quarter	10/01/2017	12/31/2017	2.774%	2.043%
Year to Date	01/01/2018	02/28/2018	-1.117%	-0.923%
Prior Year	01/01/2017	12/31/2017	10.190%	7.984%
Trailing Year	03/01/2017	02/28/2018	6.185%	4.594%
Trailing 3 Years	03/01/2015	02/28/2018	--	--
Since Inception	02/04/2016	02/28/2018	6.883%	5.492%

Account	Index	Index Start Date	Index End Date
Osseo ISD 279 OPEB	70% ML US Treasury, 30% S&P 500	02/04/2016	10/31/2016
Osseo ISD 279 OPEB	70% ML US Treasury, 30% S&P 500	11/01/2016	--

Gross of Fees (includes trading).
Returns for periods greater than a year have been annualized.
No Tax Adjustment.

Note that data will not exist prior to the performance inception date of: 02/04/2016.
Reported Index Return is always Total Return.



Holdings: Balanced Account

As of 02/28/2018

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Dated: 03/02/2018

Common Stock
Other
Other

Description	Effective Maturity, Final Maturity	Identifier	Current Units, Original Units	Market Price	Market Value, Market Value + Accrued	Market Value, Market Value + Accrued	Original Cost, Book Value	Accrued Balance, Interest/Dividend Due	Net Unrealized Gain/Loss	Moody's Rating, S&P Rating	Yield, Book Yield	Duration
VANGUARD TOTAL STOCK MARKET ETF	---	922908769	51,215.00	139.0000	7,118,885.00	7,118,885.00	5,327,418.61	0.00	1,791,466.39	NA	---	---
VANGUARD TOTAL STOCK MARKET ETF	---	922908769	51,215.00	139.0000	7,118,885.00	7,118,885.00	5,327,418.61	0.00	1,791,466.39	NA	---	---

Fixed Income
Corporates
Financial

Description	Effective Maturity, Final Maturity	Identifier	Current Units, Original Units	Market Price	Market Value, Market Value + Accrued	Market Value, Market Value + Accrued	Original Cost, Book Value	Accrued Balance, Interest/Dividend Due	Net Unrealized Gain/Loss	Moody's Rating, S&P Rating	Yield, Book Yield	Duration
US BANK NA	01/27/2025	90331HMS9	300,000.00	95.9113	287,733.90	288,527.23	307,761.00	793.33	-18,490.18	A1	3.470	6.213
MORGAN STANLEY	01/27/2025	61744YAP3	300,000.00	97.8579	293,573.70	294,766.17	293,175.00	1,194.47	378.56	A3	2.468	8.142
MIZUHO FINANCIAL GROUP INC	01/24/2039	60887YAL3	300,000.00	96.6849	293,195.14	294,766.17	293,195.14	0.00	378.56	BBB+	4.032	4.180
Martin Business Bank	09/11/2022	57116AJP4	200,000.00	99.1857	199,369.80	199,369.80	199,982.00	2,456.50	-6,613.80	A1	3.396	4.180
JPMORGAN CHASE & CO	09/11/2022	46547PAA4	200,000.00	99.1857	199,369.80	199,369.80	199,982.00	2,456.50	-6,613.80	A1	3.396	4.180
Goldman Sachs Bank USA	04/22/2020	38148JB9	247,000.00	99.7624	246,413.13	248,056.17	248,056.17	1,407.56	-2,644.28	NA	1.999	2.086
Flushing Bank	04/16/2018	34387ABH1	247,000.00	99.6721	246,396.24	247,632.96	247,632.96	0.00	-1,236.72	NA	1.478	2.086
Discover Bank	02/22/2048	254672HA9	200,000.00	99.5721	199,344.20	199,344.20	210,584.00	213.00	-11,228.85	A3	4.268	16.522
BBVA Compass Bancshares, Inc.	02/22/2048	20451PEN2	200,000.00	99.5721	199,344.20	199,344.20	210,584.00	213.00	-11,228.85	A3	3.952	16.522
CITIGROUP INC	10/29/2019	172967LU3	247,000.00	99.7624	246,413.13	248,056.17	248,056.17	1,407.56	-2,644.28	A1	2.985	1.614
CIT Bank, National Association	04/16/2018	17284C4L5	249,000.00	99.9661	248,915.69	249,020.65	250,093.81	105.06	-130.28	NA	2.060	0.125
Capital One Bank	02/11/2020	140420NR7	249,000.00	99.0226	244,585.82	244,811.17	249,045.87	0.00	-997.97	P-1	0.952	0.125
BERKSHIRE HATHAWAY FINANCE CORP	09/25/2018	06406FAA1	247,000.00	100.1804	247,445.59	247,445.59	247,421.06	226.35	-2,895.24	P-2	2.365	1.901
BANK OF NEW YORK MELLON CORP	09/25/2018	06051GHA0	247,000.00	100.1804	247,445.59	247,445.59	247,421.06	226.35	-2,895.24	P-2	1.758	1.901
BANK OF AMERICA CORP	01/24/2039	084670BR8	250,000.00	95.9431	239,857.75	240,854.18	250,000.00	996.43	-10,142.25	Baa1	1.679	0.561
American Express Centurion Bank	01/24/2039	17284C4L5	250,000.00	95.9431	239,857.75	240,854.18	250,000.00	996.43	-10,142.25	Baa1	1.561	0.561
American Express Bank, FSB	11/26/2019	140420NR7	103,000.00	99.8802	102,876.61	103,438.79	103,438.79	589.78	-275.99	NA	4.171	13.574
	11/26/2019	103,000.00	103,000.00	103,438.79	103,438.79	103,438.79	589.78	589.78	-275.99	NA	3.878	13.574
	09/04/2019	247,000.00	247,000.00	246,349.40	246,349.40	246,349.40	246,349.40	0.00	-978.24	P-1	2.269	1.689
	03/15/2023	300,000.00	300,000.00	248,517.59	248,517.59	248,517.59	248,517.59	0.00	-978.24	P-1	1.708	1.471
	03/15/2023	294,424.20	294,424.20	294,424.20	294,424.20	294,424.20	294,424.20	0.00	-4,972.72	Aa2	3.151	4.595
	04/15/2021	299,396.92	299,396.92	299,396.92	299,396.92	299,396.92	299,396.92	0.00	-4,972.72	Aa2	2.793	4.595
	04/15/2021	402,816.40	402,816.40	394,016.40	394,016.40	402,816.40	402,816.40	0.00	-8,476.63	A1	3.004	2.957
	04/15/2021	402,493.03	402,493.03	397,794.18	397,794.18	402,493.03	402,493.03	0.00	-8,476.63	A1	2.286	2.957
	01/23/2049	383,314.80	383,314.80	383,314.80	383,314.80	383,314.80	383,314.80	0.00	-7,322.54	A3	4.168	17.107
	01/23/2049	384,960.89	384,960.89	384,960.89	384,960.89	384,960.89	384,960.89	0.00	-7,322.54	A3	4.077	17.107
	12/04/2019	247,000.00	247,000.00	244,440.59	244,440.59	244,440.59	244,440.59	0.00	-2,929.95	P-1	2.804	1.707
	12/04/2019	247,000.00	247,000.00	245,735.81	245,735.81	247,370.53	247,370.53	0.00	-2,929.95	P-1	2.110	1.707
	09/04/2019	247,000.00	247,000.00	246,106.35	246,106.35	248,060.10	248,060.10	0.00	-1,214.11	P-1	2.345	1.464
	09/04/2019	247,000.00	247,000.00	248,635.90	248,635.90	247,320.47	247,320.47	0.00	-1,214.11	P-1	2.009	1.464
---	01/29/2026	---	4,431,000.00	98.3710	4,357,756.50	4,384,893.42	4,443,917.85	27,136.92	-78,419.22	A2	2.926	5.379
---	01/29/2026	---	4,431,000.00	98.3710	4,357,756.50	4,384,893.42	4,443,917.85	27,136.92	-78,419.22	A2	2.547	5.379



Transaction and Interest Summary

Base Currency: USD 02/01/2018 - 02/28/2018

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Dated: 03/02/2018

* Does not Lock Down.

Trade Date	Settle Date	Security Type, Coupon Rate, Final Maturity	Identifier, Issuer, Description	Base Current Units, Base Original Units	Broker/Dealer	Price	Base Principal	Base Accrued Interest	Base Amount	Realized Gain/ Loss
---	---	MMFUND	38141WZ73 Goldman Sachs Trust	1,123,138.07	Direct	1.000	1,123,138.07	0.00	-1,123,138.07	0.00
02/13/2018	02/15/2018	02/28/2018	1.3118 GOLDMAN Sachs GOVT INST	300,000.00	MARKETAXESS CORPORATION	95.464	286,392.00	1,650.00	-288,042.00	0.00
02/13/2018	02/15/2018	06/03/2026	2.750 PFIZER INC	300,000.00	SMBC NIKKO SECURITIES	97.725	293,175.00	691.53	-293,866.53	0.00
02/13/2018	02/15/2018	01/24/2029	3.772 MORGAN STANLEY	200,000.00	AMERICA, INC.	94.649	189,298.00	482.29	-189,780.29	0.00
02/14/2018	02/16/2018	01/23/2049	3.946 BANK OF AMERICA CORP	200,000.00	AMERICA, INC.	94.649	189,298.00	482.29	-189,780.29	0.00
02/15/2018	02/23/2018	02/15/2038	0.000 The Ohio Turnpike And Infrastructure Commission	200,000.00	RBC	45.740	91,480.00	0.00	-91,480.00	0.00
02/15/2018	02/23/2018	03/01/2048	3.900 PECO Energy Company	250,000.00	Mizuho	99.508	248,770.00	0.00	-248,770.00	0.00
02/15/2018	02/20/2018	03/01/2028	3.800 CSX Corporation	250,000.00	UBS FINANCIAL SERVICES INC.	99.993	249,832.50	0.00	-249,832.50	0.00
---	---	07/05/2027	2.430 CSX CORP	2,623,138.07	---	---	2,482,085.57	2,823.82	-2,484,909.39	0.00

Cash Transfer

Trade Date	Settle Date	Security Type, Coupon Rate, Final Maturity	Identifier, Issuer, Description	Base Current Units, Base Original Units	Broker/Dealer	Price	Base Principal	Base Accrued Interest	Base Amount	Realized Gain/ Loss
02/14/2018	02/14/2018	CASH	CCYUSD	0.00	Unknown	---	0.00	0.00	249,700.00	0.00
02/22/2018	02/22/2018	02/28/2018	0.000 UNITED STATES OF AMERICA	0.00	Unknown	---	0.00	0.00	250,000.00	0.00
---	---	02/28/2018	0.000 UNITED STATES OF AMERICA	0.00	Unknown	---	0.00	0.00	499,700.00	0.00

Coupon

Trade Date	Settle Date	Security Type, Coupon Rate, Final Maturity	Identifier, Issuer, Description	Base Current Units, Base Original Units	Broker/Dealer	Price	Base Principal	Base Accrued Interest	Base Amount	Realized Gain/ Loss
02/01/2018	02/01/2018	MUNI	64971W5N6 NEW YORK CITY TRANSITIONAL FINANCE AUTH REV	0.00	Direct	---	0.00	0.00	3,750.00	0.00
02/10/2018	02/10/2018	CORP	59933YAT2 Merck & Co., Inc.	0.00	Direct	---	0.00	0.00	5,550.00	0.00
02/11/2018	02/11/2018	CD	254672HA9 Discover Bank	0.00	Direct	---	0.00	0.00	2,303.53	0.00
02/15/2018	02/15/2018	CD	34387ABH1 Flushing Bank	0.00	Direct	---	0.00	0.00	232.63	0.00



Disclaimer

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Dated: 03/02/2018

Prudent Man Advisors, Inc. ("Prudent Man") is an investment adviser registered with the U.S. Securities and Exchange Commission.

Statements

Prudent Man's customer statement is intended to detail the investment advisory activity through separately managed accounts. This statement is for general information purposes only and is not intended to provide specific advice or recommendations. All transactions are reflected as of trade date. Although market value, market analytics and other information contained in this Statement have been obtained from third-party sources believed to be reliable, Prudent Man cannot guarantee the accuracy or completeness of such information.

Custodian Bank

Please note that the custodian bank maintains control of all account assets, executes/settles all investment transactions and is the official record of securities, investments, cash holdings and transactions in the account. The custodian bank will provide you customer statements of your account and you are encouraged to compare this statement to the custodian's statement and reconcile any differences. Many custodian banks use a settlement date basis which may result in the need to reconcile due to a timing difference.

Legal or Tax Information

Prudent Man and its employees do not offer tax or legal advice. You should consult with your tax and/or legal advisors before making any tax or legal related investment decisions. Cost data and realized gains/losses are provided for your informational purposes only. Please review for accuracy and consult your tax advisor to determine the tax consequences of your transactions. Prudent Man does not report such information to the IRS or other taxing authorities and is not responsible for the accuracy of such information that may be required to be reported.

Account Assets, Cost and Valuation

In computing the market value of any asset of the Account, each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on which such security is traded. Any other security or asset shall be valued in a manner determined in good faith by Prudent Man to reflect its fair market value. Certain accounting values are calculated by our accounting system, including amortized cost (which is calculated on a straight line basis), may differ from your method. Non-negotiable FDIC-insured deposit products are priced at par. Although Prudent Man believes the price to be reliable, the values of the investments do not always represent the prices at which the investments could have been bought or sold.

Ratings

Information provided for ratings is based upon a good faith inquiry of selected sources, but their accuracy and completeness cannot be guaranteed. Standard & Poor's and Moody's ratings may represent the long-term rating of the issue or issuer as available. For guaranteed or collateralized investments, the secured rating is represented.

Risk

The securities in this Account are not guaranteed or otherwise protected by Prudent Man, the FDIC (except for certain bank products) or by any government agency. Investment in securities involves risks, including the possible loss of the amount invested. In addition, past performance is no indication of future performance and the price or value of investments may fluctuate. Asset allocation does not assure or guarantee better performance and cannot eliminate the risk of investment losses.

Account Control

Prudent Man does not have the authority to withdraw funds from the Client's account with the custodian bank. Our clients retain responsibility for their internal account policies, implementing and enforcing internal controls and generating ledger entries or otherwise recording transactions.

Notification of Changes

In order to better serve you, we request that you promptly notify us of any material change in your investment policy, investment objective or financial situation.

Firm Brochure

Prudent Man provides its Clients with a written disclosure statement of its background and business experience. If you would like to receive another copy of the Firm Brochure, please contact Prudent Man at the contact information below.

Affiliated Entities

Securities, public finance services and institutional brokerage services are offered through PMA Securities, Inc. PMA Securities, Inc. is a broker-dealer and municipal advisor registered with the SEC and MSRB, and is a member of FINRA and SIPC. Prudent Man Advisors provides investment advisory services to local government investment pools, local governments and other institutional clients. All other products and services are provided by PMA Financial Network, Inc. PMA Securities, Inc., Prudent Man Advisors, Inc. and PMA Financial Network, Inc. are under common ownership.

Please review the pages of this statement carefully. If you think there are any errors, missing account information or if you need more information about transactions, please contact Prudent Man within 60 days of receipt. If you have other questions or concerns, you should contact your Relationship Manager.

Prudent Man Advisors, Inc.
2135 CityGate Lane, 7th Floor
Naperville, IL 60563
630-687-6400

For more information visit www.pmanetwork.com
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Investment Advisory Agreement

EXHIBIT C

PORTFOLIO MANAGEMENT ACCOUNTS OF

Investment Advisory Agreement

EXHIBIT D - ADVISORY FEE

1. Advisory fee. Client agrees to pay Advisor with respect to the cumulative market value of assets in the Account that Advisor provides advisory services for, fees at the annual rate of:

Fee Schedule Based on Total Combined Assets under Management for all CESA 6 Member Client Accounts. The asset weighted advisory fee will be updated annually at each calendar year end, adjusted and subsequently applied on a go forward basis.

Breakpoint	Fee Charged
\$15,000,000 or less	0.50% or 50 basis points (bps) annualized
\$15,000,001 - \$25,000,000	0.25% or 25 basis points (bps) annualized
\$25,000,001 - \$50,000,000	0.20% or 20 basis points (bps) annualized
\$50,000,000 or greater	0.15% or 15 basis points (bps) annualized

2. Basis for calculation and time of payment. Fees under the Agreement shall be payable quarterly, in arrears, at the rate of one fourth of the annual rate based on the market value of the assets comprising the Account on the last day of the quarter. Advisor's fees are due as set forth in Section 11(b) of this Agreement.

3. Valuation. In computing the market value of any asset of the Account, each security listed on any national securities exchange shall be valued at the last quoted sale price on the valuation date on the principal exchange on which such security or mutual fund is traded. For purposes of determining the Advisor's fees, the Account assets shall be valued as computed by the custodian in accordance with normal and customary industry standards. Assets shall be valued quarterly and all fees calculated accordingly in arrears.

4. Amendment of Fee Schedule. This Fee Schedule may be amended by execution of a new fee schedule by both parties.

CLIENT

School District

By: Carmen O'Brien
Name: Carmen O'Brien
Its: Business Manager

ADVISOR

Prudent Man Advisors, LLC.

John M. Huber
Name: John M. Huber, CFA
Its: Chief Investment Officer



Prudent Man Advisors, LLC
2135 CityGate Lane, 7th Floor
Naperville, IL 60563
info@pmanetwork.com
630.657.6400

May 8, 2019

**BMO Harris Bank, N.A.
111 E. Kilbourn Avenue
Suite 200
Milwaukee, WI 53202
Attn: Michael Hensler, Vice President**

Re: CESA 6/Wisconsin OPEB Trust Participating District (hereinafter “Advisory Client”)

Dear Michael:

As you know, Prudent Man Advisors, LLC (the “Advisor”) provides investment advisor services for the account of the Advisory Client referenced above for which you provide custodial services. For the purposes of this account for the Advisory Client, we have structured the relationship such that the Advisor does not have “Custody” as the term is defined under the Investment Advisors Act of 1940 over the Advisory Client’s assets in the custodian account.

However, the Division of Investment Management of the U.S. Securities and Exchange Commission (“IM”) issued guidance that a custodian agreement between an advisory client and its custodian could give an investment adviser “inadvertent custody” through the terms in its custodian agreement, despite the adviser not being a party to such agreement.¹ To avoid having such inadvertent custody, the guidance provides that an adviser could draft a letter “addressed to the custodian that limits the adviser’s authority to “delivery versus payment,” notwithstanding the wording of a custodial agreement, and to have the client and custodian provide written consent to acknowledge the new arrangement.”

As a result, Prudent Man Advisors, LLC hereby requests that with respect to any custodial agreement you have for any custodial accounts between you and Advisory Client for which you serve as custodian, the following provision applies:

This letter limits the authority of Prudent Man Advisors, LLC (and any its affiliates, if applicable) to “delivery versus payment,” notwithstanding the wording of the custodial agreement.

¹ *IM Guidance Update, February 2017: Inadvertent Custody: Advisory Contract Versus Custodial Contract Authority* <https://www.sec.gov/investment/im-guidance-2017-01.pdf>



Prudent Man Advisors, LLC
 2135 CityGate Lane, 7th Floor
 Naperville, IL 60563
 info@pmanetwork.com
 630.657.6400

In addition, pursuant to the guidance, we request that you provide your written acknowledgement and consent to this arrangement with respect to any custodian agreement you may have with the Advisory Client by signing below and returning this signed letter to Prudent Man Advisors, LLC. We would appreciate receipt of your signed consent and acknowledgement to the above-referenced address or by PDF to czalesiak@pmanetwork.com.

If you have any questions on the foregoing, please contact the undersigned below at 630/657-6496.

Sincerely,

Cari Zalesiak
 Sr. Compliance Officer

Consent and Acknowledged by:

BMO Harris Bank N.A.

By:
 Vice President
 Name: Michael R. Husler

Dated: May 8, 2019

Consent and Acknowledged by:

Advisory Client

By:
 Name: Carmen O'Brien

Dated: June 17, 2019



Students choosing to excel; realizing their strengths.

To: Board of Education
From: Carmen O'Brien
cc: Dr. Melanie Oppor
Date: 4/30/2019
Re: 2018-19 Budget to Actual Comparison

REVENUES			
Source	Description	Notes	Percent Collected to Date
200	Local Sources	School Fees, Property Taxes - Final property tax payments will be collected in August	71.37%
300	Inter-district Payments	Open Enrollment Revenue (\$219,441)	0.05%
500	Intermediate Sources	Carl Perkins Funds (\$4,500)	0%
600	State Sources	Transportation Aid, Common School Funds, Equalization Aid, Sparsity Aid, Per Pupil Aid	69.55%
700	Federal Sources	Title I and Title II	0%
900	Other Revenues	Rebates, Resignation Fees Recorded movement of money from ADM investment account to the Fund 10 (\$225,000) Actual is \$52,967.72 collected	61.84%

EXPENSES			
Object	Description	Notes	Percent Expended to Date
100	Salaries	78 Employees have completed 17 of 24 pay periods (70.8%) 15 Employees have completed 20 of 24 pay periods (83.3%)	73.54%
200	Benefits	Health, Dental, Vision, LTD, Retirement, SS & Medicare, Life, HRA	72.56%

Object	Description	Notes	Percent Expended to Date
300	Purchased Services	Maintenance, Grounds, Gas, Electricity, Travel, Legal, CESA, Open Enrollment Out (\$792,291)	60.33%
400	Non-Capital Objects	Equipment & Supplies, Books, Uniforms, Paper, Software, Computer Hardware	83.01%
500	Capital Objects	Equipment that costs over \$300	95.23%
600	Debt Retirement	Short-term borrowing interest (\$3,299.99)	33%
700	Insurance & Judgments	Auto, Property, Workers Comp, Student Liability, STOP IT, Crime, Unemployment	91.98%
800	Transfers	To Fund 27 (\$504,453)	0%
900	Other	Dues and Fees	57.44%

Grounds Upkeep: \$65,000 was budgeted for grounds upkeep and includes lawn care, football field maintenance, and snow removal. To date, \$59,345 has been spent. Snow removal is itemized in the table below.

Month	Number of Events	Amount
November	0	\$9,342.06 salt/sand
December	4	\$6,530
January	10	\$15,485
February	15	\$28,780 \$6,438.60 additional salt/sand
March	5	\$6,820
April	1	\$1,730

Notes:

The District will be transferring \$188,572.89 from the OPEB trust account to the general fund for past payments made. This will make the district whole and nothing more will be owed.

Open Enrollment In/Out – the DPI released the final enrollment numbers. Upon examination, the amount budgeted is about \$4,500 short. There is money within the budget for this expense.

The District will be receiving High-Cost Transportation Aid in the amount of \$35,380.23.

Fd	T	Loc	Obj	Func	Prj	2017-18	2018-19	2018-19	2018-19	Unexpended
						FY Activity	Original Budget	FYTD Activity	FYTD %	Balance - YTD Act
--	E	---	1--	-----	---	3,421,277.01	3,609,294.00	2,654,315.77	73.54	954,978.23
--	E	---	2--	-----	---	1,539,641.11	1,543,497.00	1,119,945.15	72.56	423,551.85
--	E	---	3--	-----	---	2,885,859.03	3,057,788.00	1,843,209.15	60.33	1,211,962.20
--	E	---	4--	-----	---	323,998.96	309,809.00	267,785.44	83.01	54,796.76
--	E	---	5--	-----	---	135,307.29	130,463.00	115,959.33	95.23	5,806.12
--	E	---	6--	-----	---	149,119.27	10,000.00			10,000.00
--	E	---	7--	-----	---	111,392.85	92,453.00	85,037.79	91.98	7,415.21
--	E	---	8--	-----	---	492,806.89	504,453.00			504,453.00
--	E	---	9--	-----	---	134,165.13	41,935.00	23,247.72	57.44	17,228.28
Grand Expense Totals						9,193,567.54	9,299,692.00	6,109,500.35	65.70	3,190,191.65

Number of Accounts: 1168

***** End of report *****

Fd	T	Loc	Obj	Func	Prj	2017-18	2018-19	2018-19	April 2018-19
						<u>FY Activity</u>	<u>Original Budget</u>	<u>FYTD Activity</u>	<u>Monthly Activity</u>
--	R	---	2--	-----	---	3,439,488.82	3,419,286.00	2,440,276.35	106,842.47
--	R	---	3--	-----	---	193,320.00	220,741.00	120.00	
--	R	---	5--	-----	---	2,604.00	4,500.00		
--	R	---	6--	-----	---	4,927,498.59	5,441,086.00	3,784,470.82	40,557.00
--	R	---	7--	-----	---	141,187.80	125,948.00		
--	R	---	9--	-----	---	51,552.72	85,649.00	277,967.72	
<hr/>									
Grand Revenue Totals						8,755,651.93	9,297,210.00	6,502,834.89	147,399.47

Number of Accounts: 53

***** End of report *****



Students choosing to excel; realizing their strengths.

To: Board of Education
From: Carmen O'Brien
cc: Dr. Melanie Oppor
Date: 5/31/2019
Re: SY1920 Budget Projections

On Thursday, May 23, 2019 the GOP members of the Joint Finance Committee passed an omnibus motion (a motion that contains several other motions) that included changes to school funding. The following were placed into a Forecast 5 model:

- **Revenue Limit Adjustment** – increase by \$175 per pupil the 1st year and by an additional \$179 per pupil the 2nd year.
- **Per Pupil Categorical Aid** – increase by \$25 the 1st year to \$679 per pupil and by an additional \$25 the 2nd year to \$704 per pupil.
- **Low Revenue Ceiling** – increase to \$9,700 per pupil the 1st year and to \$10,000 per pupil the 2nd year.
- **Special Education Aid** – increase reimbursement rates from 25.3% to 26% the 1st year and 30% the 2nd year.

Compared to the projection that uses only information that is in current state statute, the JFC's budget plan would change the budget projections as follows:

2019-20	Current	JFC proposal	Change
Revenues	\$8,791,387	\$8,831,230	+\$39,843
Expenditures	\$8,794,360	\$8,794,360	\$0
Surplus/Deficit	-\$2,972	\$36,871	

2020-21	Current	JFC proposal	Change
Revenues	\$8,135,617	\$8,405,999	+\$270,382
Expenditures	\$8,550,359	\$8,550,359	\$0
Surplus/Deficit	-\$414,741	-\$144,360	

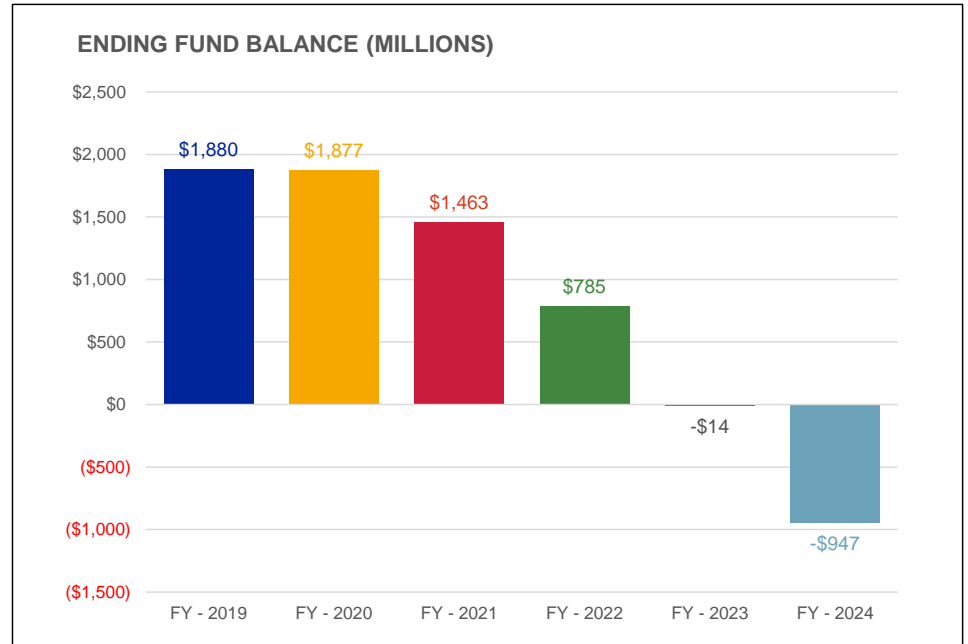
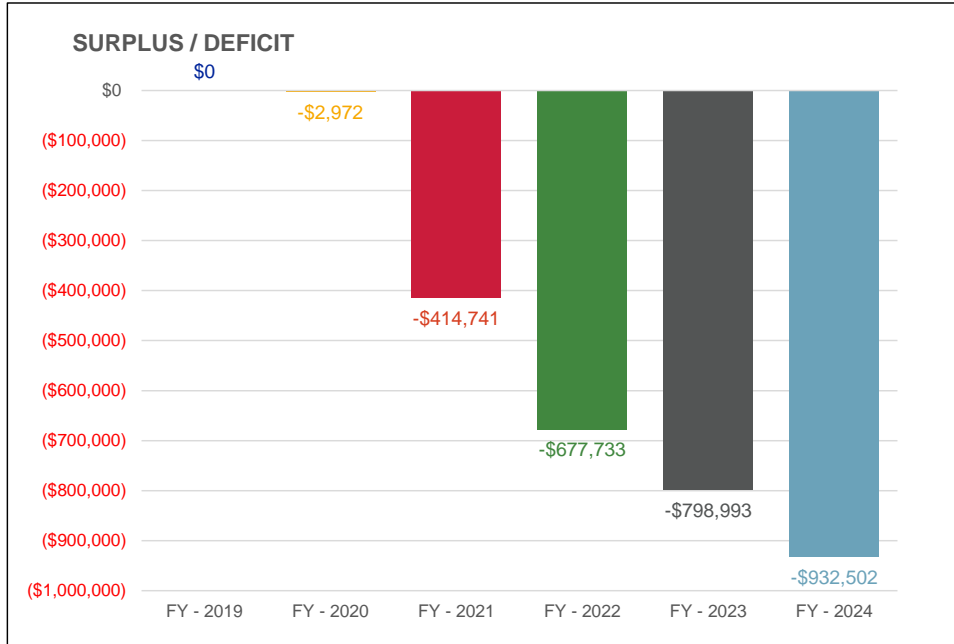
Fund 10 - General Fund - Projection Summary

Manawa School District | Working Budget 2019 04 10 PG

	BUDGET	REVENUE & EXPENDITURE PROJECTIONS									
	FY - 2019	FY - 2020	% Δ	FY - 2021	% Δ	FY - 2022	% Δ	FY - 2023	% Δ	FY - 2024	% Δ
REVENUE											
Local Sources	\$3,419,286	\$3,212,358	-6.05%	\$2,734,130	-14.89%	\$2,582,121	-5.56%	\$2,544,333	-1.46%	\$2,496,371	-1.89%
State Sources	\$5,441,086	\$5,173,407	-4.92%	\$4,992,115	-3.50%	\$5,012,144	0.40%	\$5,061,032	0.98%	\$5,109,594	0.96%
Federal Sources	\$125,948	\$125,948	0.00%	\$125,948	0.00%	\$125,948	0.00%	\$125,948	0.00%	\$125,948	0.00%
Other	\$310,890	\$279,674	-10.04%	\$283,424	1.34%	\$287,174	1.32%	\$290,924	1.31%	\$294,674	1.29%
TOTAL REVENUE	\$9,297,210	\$8,791,387	-5.44%	\$8,135,617	-7.46%	\$8,007,387	-1.58%	\$8,022,237	0.19%	\$8,026,587	0.05%
EXPENDITURES											
Salary and Benefits	\$5,152,791	\$5,249,712	1.88%	\$5,346,221	1.84%	\$5,453,337	2.00%	\$5,561,917	1.99%	\$5,672,005	1.98%
Other Objects	\$4,144,419	\$3,544,647	-14.47%	\$3,204,138	-9.61%	\$3,231,783	0.86%	\$3,259,313	0.85%	\$3,287,085	0.85%
TOTAL EXPENDITURES	\$9,297,210	\$8,794,360	-5.41%	\$8,550,359	-2.77%	\$8,685,120	1.58%	\$8,821,230	1.57%	\$8,959,090	1.56%
SURPLUS / DEFICIT	\$0	(\$2,972)		(\$414,741)		(\$677,733)		(\$798,993)		(\$932,502)	
Change over Previous Year		(\$2,972)		(\$411,769)		(\$262,991)		(\$121,260)		(\$133,510)	
BEGINNING FUND BALANCE	\$1,880,383	\$1,880,383		\$1,877,411		\$1,462,670		\$784,937		(\$14,056)	
ENDING FUND BALANCE	\$1,880,383	\$1,877,411		\$1,462,670		\$784,937		(\$14,056)		(\$946,558)	
FUND BALANCE AS % OF EXPENDITURES	20.23%	21.35%		17.11%		9.04%		-0.16%		-10.57%	

Fund 10 - General Fund - Projection Summary

Manawa School District | Working Budget 2019 04 10 PG



Fund 10 - General Fund - Projection Summary

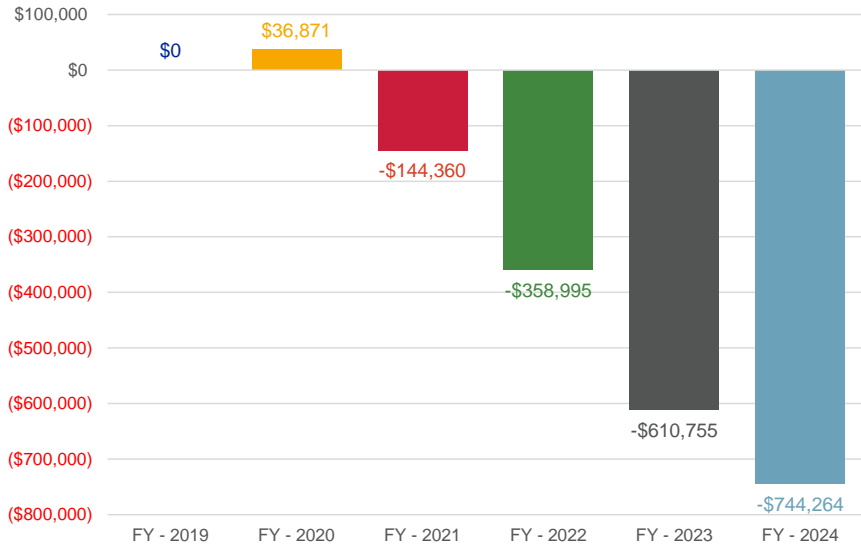
Manawa School District | Working Budget 2019 05 28 CO

	BUDGET	REVENUE & EXPENDITURE PROJECTIONS									
	FY - 2019	FY - 2020	% Δ	FY - 2021	% Δ	FY - 2022	% Δ	FY - 2023	% Δ	FY - 2024	% Δ
REVENUE											
Local Sources	\$3,419,286	\$3,217,558	-5.90%	\$2,953,230	-8.22%	\$2,850,021	-3.49%	\$2,681,733	-5.90%	\$2,633,771	-1.79%
State Sources	\$5,441,086	\$5,208,050	-4.28%	\$5,043,397	-3.16%	\$5,062,982	0.39%	\$5,111,870	0.97%	\$5,160,432	0.95%
Federal Sources	\$125,948	\$125,948	0.00%	\$125,948	0.00%	\$125,948	0.00%	\$125,948	0.00%	\$125,948	0.00%
Other	\$310,890	\$279,674	-10.04%	\$283,424	1.34%	\$287,174	1.32%	\$290,924	1.31%	\$294,674	1.29%
TOTAL REVENUE	\$9,297,210	\$8,831,230	-5.01%	\$8,405,999	-4.82%	\$8,326,125	-0.95%	\$8,210,475	-1.39%	\$8,214,825	0.05%
EXPENDITURES											
Salary and Benefits	\$5,152,791	\$5,249,712	1.88%	\$5,346,221	1.84%	\$5,453,337	2.00%	\$5,561,917	1.99%	\$5,672,005	1.98%
Other Objects	\$4,144,419	\$3,544,647	-14.47%	\$3,204,138	-9.61%	\$3,231,783	0.86%	\$3,259,313	0.85%	\$3,287,085	0.85%
TOTAL EXPENDITURES	\$9,297,210	\$8,794,360	-5.41%	\$8,550,359	-2.77%	\$8,685,120	1.58%	\$8,821,230	1.57%	\$8,959,090	1.56%
SURPLUS / DEFICIT	\$0	\$36,871		(\$144,360)		(\$358,995)		(\$610,755)		(\$744,264)	
Change over Previous Year		\$36,871		(\$181,230)		(\$214,635)		(\$251,760)		(\$133,510)	
BEGINNING FUND BALANCE	\$1,880,383	\$1,880,383		\$1,917,254		\$1,772,895		\$1,413,900		\$803,145	
ENDING FUND BALANCE	\$1,880,383	\$1,917,254		\$1,772,895		\$1,413,900		\$803,145		\$58,881	
FUND BALANCE AS % OF EXPENDITURES	20.23%	21.80%		20.73%		16.28%		9.10%		0.66%	

Fund 10 - General Fund - Projection Summary

Manawa School District | Working Budget 2019 05 28 CO

SURPLUS / DEFICIT



ENDING FUND BALANCE (MILLIONS)

