

# SHAKOPEE PUBLIC SCHOOLS



SCHOOL BOARD AGENDA





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April 13, 2015  
6:00 PM

1. CALL TO ORDER AND ROLL CALL - CHAIR BOWERMAN.
2. WE ARE SHAKOPEE SCHOOLS - GOOD NEWS ITEMS.  
Presenter: Board Chair Reggie Bowerman
3. RECOGNITION OF VISITORS TO BOARD MEETING.
4. CONSIDERATION OF AGENDA AS PRESENTED AND ADDITIONS.
5. CONSENT ITEMS
  5. 1. Personnel Items

**5.1.1 Acceptance of Resignations**

Last Name, First Name , Position, Location, Effective Date

Anderson, Patrick, Program Support Assistant, Shakopee High School, 4/10/2015

Fenske, Chelsey, Program Support Assistant, Jackson Elementary School,  
4/08/2015

Flores, David, Technology Assistant, Red Oak/Eagle Creek Elementary Schools,  
4/03/2015

Hall, Mariclar, Teacher, Special Services, High School, 6/05/2015

Lehmann, Jennifer, Program Support Assistant, High School, 3/31/2015

Poppe, Priscilla, Food Service Worker, East Junior High School, 3/26/2015

Thorpe, Brad, Teacher, Technology Education, High School, 6/05/2015

Edwards, Chris, Program Support Assistant, Pearson 6th Grade Center, 3/25/2015

Hohrman, Kasey, Program Support Assistant, High School, 3/2/2015

**Recommended Action**

Accept the resignations and thank them for their service to the district.

**5.1.2 Approval of Non-Certified Contracts**

Last Name, First Name, Position, Location, Salary, Effective

Dziuk, Bobbi Jo, Program Support Assistant, East Junior High School, \$13.81/hr,  
3/9/2015

Smith, Bonnie, Food Service Worker, East Junior High School, \$11.32/hr, 4/06/2015

**Recommended Action**

Approve non-certified contracts as presented.

**5.1.3 Approval of Certified Contract for the 2014-15 School Year**

Last Name , First Name, Position, Location, Grade, Step, FTE, Effective, Salary

Altrichter, Corinne, Teacher, Special Services, High School, BA+30, 3, 1.0,  
4/06/2015, \$43,124.00 (Prorated 45 days \$10,433.00)

Arterbury, Debra, Speech Language Pathologist, Central Family Center, MA+10, 8,  
1.0, 3/18/2015, \$53,478.00 (Prorated 54 days \$15,526.08)

Hager, Jeff, Teacher, Special Services, Jackson Elementary School, 3/02/2015  
through 6/05/2015, BA+10, Step 3, 66, 1.0, \$211.83/day

**Recommended Action**

Approve the certified contracts for the 2014-15 school year as presented.

**5.1.4 Approval of Certified Contract for the 2015-16 School Year**

Last Name , First Name, Position, Location, Grade, Step, FTE, Effective, Salary  
Annual

Lyons, Christopher, Teacher, Tech Education, West Junior High School, BA + 10, 8,  
1.0, 8/24/2015, \$44,973.00

**Recommended Action**

Approve the certified contract for the 2015-16 school year as presented.

**5.1.5 Approval of Long Term Substitute Contracts**

Name LTS, Replacing, Position, Location, Approx. Dates, Grade/Step, Approx. Days,  
FTE, Salary

Boroos, Jean, Gramstrup, Ashlee, Health Assistant, East Junior High School,  
3/02/2015 through 6/04/2015, Grade 5, Step 3, 62, .813, \$17.58/hr

Dulaney, Sharon, Poppen, Kathryn, Teacher, Special Services, Red Oak Elementary  
School, 4/06/2015 through 6/05/2015, MA, Step 3, 45, 1.0, \$241.86/day

Strawser, Jill, Dulaney, Sharon, Program Support Assistant, Red Oak Elementary  
School, 4/06/2015 through 6/04/2015, Grade 3, Step 1, 45, 1.0, \$13.81/hr

**Recommended Action**

Approve long term substitute contracts as presented.

**5.1.6 Approval of Assignment Change**

Last Name, First Name, Position/Location, Grade/Step, Salary, Effective

Buthe, Chase, Program Support Assistant to Teacher, Special Services, BA Step 3,  
\$37,540.00 (prorated 52 days \$10,495.06), 3/20/2015

**Recommended Action**

Approve assignment change as presented.

**5.1.7 Approval of Co-curricular Assignment Spring 2015**

Position, Name, FTE, Group, Step, Salary

Assistant Track and Field, McDonald, Emily, 1, 3, 3, \$3,430  
Assistant boys tennis, Paaverud, Courtney, 1, 4, 2, \$2,551  
Assistant Baseball Coach, Dahlen, Nicholas, 1, 3, 7, \$4,304  
Assistant Track and Field, Loonan, John, 0.5, 3, 3, \$1,715  
Assistant Softball, Walker, Robert, 1, 3, 5, \$3,859  
Assistant Track and Field, Loonan, Benjamin, 1, 3, 4, \$3,859  
Assistant Track and Field, Kristensen, Stephanie, 0.5, 3, 2, \$1,715  
JH Track/Field, Gestner, Julie, 1, 6, 2, \$1,866  
Junior High Baseball, Gardner, Matthew, 1, 6, 2, \$1,866  
Prom Advisor, Javner, Cassidy, 1, 8, 2, \$1,066  
Assistant Boys Lacrosse, Murphy, Maxwell, 1, 3, 4, \$3,859  
Head Baseball, Schleper, Tomas, 1, 1, 7+, \$6,146  
Assistant Baseball, Niedfeldt, Ryan, 1, 3, 7+, \$4,304  
Assistant Baseball, Schmitz, Eric, 1, 3, 7+, \$4,304  
9-A Baseball, Wagener, Robert, 1, 3, 7+, \$4,304  
9-B Baseball, Ungar, James, 1, 3B, 7+, \$3,751  
JH Baseball, Grim, Steven, 1, 6, 7+, \$2,341  
JH Baseball, Stromgren, Kenneth, 1, 6, 4, \$2,092  
JH Baseball, Ryan, Kyle, 1, 6, 4, \$2,092  
Head Softball, Johnson, Neil, 1, 1, 7+, \$6,146  
Assistant Softball, Kocon, Craig, 1, 3, 7+, \$4,304  
Assistant Softball, Schmidt, Sarah, 1, 3, 7+, \$4,304  
Assistant Softball, Walker, Robert, 1, 3, 5, \$3,859  
JH Softball, Casey, Jeff, 1, 6, 7+, \$2,341  
JH Softball, Rosholt, Kirk, 1, 6, 7+, \$2,341  
JH Softball, Grosskurth, Dereck, 1, 6, 6, \$2,092  
Head Boys Golf, Klein, Matthew, 1, 2, 6, \$4,406  
Assistant Boys Golf, Sage, Joseph, 1, 4, 4, \$2,862  
Head Girls Golf, Miller, Jon, 1, 2, 7+, \$4,925  
Assistant Girls Golf, Courteau, Donnat, 1, 4, 4, \$2,862  
JH Golf, Fish, Joshua, 1, 6, 4, \$2,092  
JH Golf, Brown, Andrew, 1, 6, 3, \$1,866  
Head Boys Track, McGinnis, Rodney, 1, 1, 4, \$5,511  
Head Girls Track, Larson, Nicholas, 1, 1, 7+, \$6,146  
Assistant Track, Laughlin, Wade, 1, 3, 7+, \$4,304  
Assistant Track, Honza, George, 1, 3, 7+, \$4,304  
Assistant Track, Richards, Michael, 1, 3, 7+, \$4,304  
Assistant Track, Wachter, Jeff, 1, 3, 6, \$3,859  
Assistant Track, Morales, Lauren, 1, 3, 6, \$3,859  
JH Track/Field, Gaugler, Miranda, 1, 6, 7, \$2,341  
JH Track/Field, Rangel, John, 1, 6, 7, \$2,341  
JH Track/Field, Benz, Jonathan, 1, 6, 4, \$2,092  
JH Track/Field, Koenig, Daniel, 1, 6, 5, \$2,092  
Co-Head Coach Boys Tennis, Allen, Susan, 1, 2, 7+, \$2,462

Co-Head Coach Boys Tennis, Arnfelt, Jennifer, 1, 2, 4, \$2,203  
Assistant Boys Tennis, Carter, Jason, 1, 4, 3, \$2,551  
Assistant Boys Tennis, Paaverud, Courtney, 1, 4, 2, \$2,551  
Junior High Boys Tennis, Sondag, Mara, 1, 6, 5, \$2,092  
Assistant Boys Lacrosse, Linde, Justin, 1, 1, 3, \$4,904  
Head Girls Lacrosse, Stortz, Alison, 1, 1, 3, \$4,904  
Assistant Girls Lacrosse, Schneider, Tara, 1, 3, 5, \$3,859  
Strength Coach, Iverson, Matthew, 1, 2, 2, \$3,919  
Play Director, Amundsen, Thomas, 1, 3, 7+, \$4,240  
Assistant Play Director, Christenson, Eric, 1, 5, 7, \$2,675  
Play Technical Director, Laursen, David, 1, 5, 7+, \$2,675  
HOSA, Duehr, Elizabeth, 1, 5, 6, \$2,428

**Recommended Action**

Approve co-curricular assignments as presented.

5. 1. 1. Personnel Items Continued

**5.1.8 Request for Unpaid Leave of Absence**

Judy Sulflow, a Media Teacher at Red Oak Elementary School, is requesting a one year unpaid leave of absence for the entire 2015-16 school year.

**Recommended Action**

Approve the unpaid leave of absence for the 2015-16 school year.

**5.1.9 Request for Unpaid Leave of Absence**

Nicholas Dahlen, Math Teacher at Pearson 6th Grade Center, is requesting a one year unpaid leave of absence for the entire 2015-16 school year.

**Recommended Action**

Approve the unpaid leave of absence for the 2015-16 school year.

**5.1.10 Request for Unpaid Leave of Absence**

Keri Vold, Special Service Teacher at Sweeney Elementary School, is requesting a one year unpaid leave of absence for the entire 2015-16 school year.

**Recommended Action**

Approve the unpaid leave of absence for the 2015-16 school year.

**5.1.11 Request from North Dakota University to accept Student Teaching Agreement**

A request from North Dakota University to accept student teachers is presented for approval. This agreement will be effective from June 1, 2015 thru July 31, 2018.

**Recommended Action**

Approve agreement as presented.

**5.1.12 Request from Minnesota State University to accept Student Internship Agreement**

A request from Minnesota State University for student speech, hearing and rehabilitation internships is presented for approval. This agreement will be effective from September 1, 2015 thru August 31, 2020.

**Recommended Action**

Approve the internships as presented.

- 5. 2. Approval of minutes of the Board Business Meeting held on March 9, 2015. 8
- 5. 3. Consideration of bills and authorization to pay same.
- 5. 4. Approval of wires report. 12
- 5. 5. Acceptance of Bids 13  
The bid opening for the Sweeney and Sun Path Elementary Parking Lot Expansions was recently held.  
**Recommended Action**  
Approve a contract with Northwest Asphalt, Inc. of Shakopee, MN for the total bid amount of \$378,950.00 for the Sweeney and Sun Path Elementary Parking Lot Expansions as presented.
- 5. 6. Acceptance of Community Education Report 15  
Accept the Community Education report as presented.
- 5. 7. City of Shakopee Easements 19  
Approve the property easements as presented.
- 6. OLD BUSINESS DISCUSSION ITEMS
  - 6. 1. Referendum Communications Update  
Communications Coordinator Crystal McNally will provide an referendum communications update for the Board.  
Presenter: Communications Coordinator Crystal McNally  
Time: 5 minutes
  - 6. 2. First Reading of Policy 518 DNR-DNI Orders 31  
Assistant Superintendent John Bezek will present the First Reading of Policy 518 DNR-DNI for Board review.  
Presenter: Assistant Superintendent John Bezek  
Time: 5 minutes
  - 6. 3. Budget Planning Update and Legislative Update  
Finance Director Mike Burlager will provide a budget planning and legislative update for the Board.  
Presenter: Finance Director Mike Burlager  
Time: 5 minutes
- 7. OLD BUSINESS ACTION ITEMS
- 8. NEW BUSINESS DISCUSSION
- 9. NEW BUSINESS ACTION ITEMS
- 10. OTHER

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12. UPCOMING MEETINGS AND IMPORTANT DATES	34
April 12-18, 2015 National Volunteer Week	
April 13, 2015 - Board Business Meeting 6:00PM	
April 23, 2015 - Testing of Optical Scan Voting System 2:30PM	
Shakopee City Hall, 129 Holmes Street South, Shakopee	
April 27, 2015 - Board Learning Session 5:00PM	
May 4-8, 2015 - National Teacher Appreciation Week	
May 5, 2015 - National Teacher Appreciation Day	
May 5, 2015 - Special Election Referendum 7:00AM - 8:00PM	
May 11, 2015 - Board Business Meeting 6:00PM	
13. ADJOURNMENT	

# Minutes of Board Business Meeting

## School Board Shakopee Public Schools

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A Board Business Meeting of the School Board of Shakopee Public Schools was held Monday, March 9, 2015, beginning at 6:00 PM in the Shakopee Public Schools District Office, 1200 Town Square, Shakopee, MN 55379.

### 1. CALL TO ORDER AND ROLL CALL - CHAIR BOWERMAN.

PRESENT: Berg, McKeand, Romansky, Swanson, Tucker and Bowerman

ABSENT: Hallett

### 2. WE ARE SHAKOPEE SCHOOLS - GOOD NEWS ITEMS.

Board Chair Reggie Bowerman shared Shakopee Schools good news items.

### 3. RECOGNITION OF VISITORS TO BOARD MEETING.

#### 3. 1. Recognition of National Volunteer Week

National Volunteer Week is April 12-18, 2015. In recognition of and appreciation for the tremendous work the district's more than 1800 volunteers do for the benefit of our students, Paulette Rislund requested the board move the Volunteer Appreciation Resolution. Copies of the signed resolution will be displayed in all the schools as part of the district's celebration of volunteers.

Berg/Romansky moved to approve the Volunteer Appreciation Resolution and thanked the many, many volunteers for their dedication to the Shakopee School District; motion passed unanimously.

### 4. CONSIDERATION OF AGENDA AS PRESENTED AND ADDITIONS.

Romansky/Tucker moved to approve the agenda with the addition to 5.1.2 Acceptance of Resignations as presented; motion passed unanimously.

### 5. CONSENT ITEMS

McKeand/Swanson moved to approve the consent agenda. Romansky requested 5.1.1 Acceptance of Retirements be moved to 9.1 New Business Action for discussion. Motion passed unanimously.

#### 5. 1. Personnel Items

##### 5.1.2 Acceptance of Resignations

Last Name, First Name , Position, Location, Effective Date

Ferrell, Leann, Teacher, Grade 3, Sun Path Elementary School, 6/05/2015

Givens, Carolyn, Guidance Counselor, High School, 6/05/2015

Lindner, Elizabeth, Teacher, Music/Band, Sun Path Elementary School, 6/05/2015

Noel, Nikia, Teacher, Grade 2, Jackson Elementary School, 6/05/2015

Richards, Patricia, Teacher, Early Childhood Family Education, Central Family Center, 6/05/2015

Saucke, Jonathan, Food Service Worker, West Junior High School, 3/11/2015

Schneider, Kristen, Teacher, Communication/Language Arts, High School, 6/05/2015

Thimlon, Katherine, Teacher, Grade 4, Red Oak Elementary School, 6/05/2015

Recommended Action

Accepted the resignations and thanked them for their service to the district.

##### 5.1.3 Approval of Non-Certified Contracts

Last Name, First Name, Position, Location, Salary, Effective

Buthe, Chase, Program Support Assistant, Pearson 6th Grade Center, \$14.35/hr, 1/19/2015

Hawes, Maria, Technology Assistant, Sun Path Elementary School, \$16.99/hr, 2/25/2015

O'Brien, Colin, Technology Assistant, High School, \$17.71/hr, 3/16/2015  
Swanson, Lisa, Office Assistant I, Eagle Creek Elementary School, \$13.66/hr, 2/09/2015  
Wuollet, Beverly, Program Support Assistant, Jackson Elementary School, \$13.81/hr, 3/02/2015  
Recommended Action  
Approved non-certified contracts as presented.

#### 5.1.4 Approval of Long Term Substitute Contracts

Name LTS, Replacing, Position, Location, Approx. Dates, Grade/Step, Approx. Days, FTE, Salary  
Leroux, Karen, Sabby, Stacy, Teacher, Sun Path Elementary School, 3/12/2015 through 5/22/2015, MA+30  
Step 8, 47, 1.0, \$310.38/day  
Newgard, Joyanne, Suel, Christine, Program Support Assistant, East Junior High School, 3/11/2015 through  
4/27/2015, Grade 3 Step 1, 27, .813, \$13.81/hr  
Wilson, Katherine, Mann, Steven, Teacher, Science, High School, 1/27/2015 through 6/05/2015, BA Step 3,  
90, 1.0, \$201.82/day  
Boroos, Jean, Gramstrup, Ashlee, Health Assistant, East Junior High School, 3/01/2015 through TBD, Grade  
05S Step 3, TBD, .938, \$17.58/hr  
Recommended Action  
Approved long term substitute contracts as presented.

#### 5.1.5 Tandem Teaching Request

Jennifer Post and Sarah Hughes are currently teaching at Red Oak Elementary School and are requesting approval to tandem teach beginning with the 2015-2016 school year. Jennifer Post has been a reading intervention teacher and Sarah Hughes has been teaching 2nd Grade at Red Oak Elementary School. Their request follows the requirements for tandem teaching. If approved they would teach reading intervention at Red Oak Elementary School.  
Recommended Action  
Approved the tandem teaching request as presented.

#### 5.1.6 Approval of Additional Licensed Positions for the 2014-15 School Year

Due to an increase in the number of students eligible to receive early childhood special education services, approval to add one Early Childhood Special Education Teacher and one Early Childhood Speech/Language Pathologist for the 2014-15 School Year is requested.  
Recommended Action  
Approved the addition of one Early Childhood Special Education Teacher and one Early Childhood Speech/Language Pathologist for the 2014-15 School Year.

5. 2. Approved the minutes of the Board Business Meeting held on February 9, 2015 and the Board Learning Session on February 23, 2015.

5. 3. Approved the bills and authorized to pay same.

5. 4. Approved the wires report.

#### 5. 5. Approval of Change Orders

Change Order #4 for Sun Path Elementary with Met-Con Construction in the amount of \$23,948.67  
Change Order #2 for Jackson Elementary with Met-Con Construction in the amount of \$3,152.10  
Recommended Action  
Approved the change orders as presented.

#### 5. 6. 2015-16 YMCA Contract

Recommended Action  
Approved the 2015-16 YMCA contract as presented.

#### 5. 7. Tax Increment Financing Letter of Support

Recommended Action  
Accepted the Tax Increment Financing Letter of Support.

5. 8. Community Education Advisory Council

Recommended Action

Approved the membership to the Community Education Advisory Council as presented.

5. 9. Authorization of Technology Lease Agreement

Recommended Action

Per Board Governance direction the board authorized JP Jacobson to enter in to a lease agreement for technology within the 5-year Technology Plan.

6. OLD BUSINESS DISCUSSION ITEMS

6. 1. Referendum Communications Update

Communications Coordinator Crystal McNally provided a referendum communications update for the Board.

6. 2. Policy 518 DNR-DNI Review Update

Assistant Superintendent John Bezek provided an update on proposed revisions to district Policy 518 DNR-DNI since the last meeting. Dr. Bezek has met with district nurses and the Policy Committee. A tentative 1st Reading of the revised policy is scheduled for April 13th, followed by a 2nd Reading on May 11th.

7. OLD BUSINESS ACTION ITEMS

7. 1. Approval of the 2015-16 and 2016-17 School Calendars

Superintendent Thompson will present the 2015-16 and 2016-17 School Calendars for board approval.

Recommended Action

McKeand/Romansky moved to approve the 2015-16 and 2016-17 School Calendars as presented; motion passed unanimously.

7. 2. Shakopee East Jr. High School Pool Elevator Replacement Bid Opening

By order of State Elevator Inspector, the district is required to replace the pool elevator at Shakopee East Jr. High School. The bid opening was recently held.

Recommended Action

Berg/Tucker moved to approve a contract with Brennan Construction with the Base Bid amount of \$171,900 for the Shakopee East Jr. High School Pool Elevator Replacement project as presented; motion passed unanimously.

7. 3. Resolution Appointing Election Judges for the May 5, 2015 Special Election

A resolution appointing election judges for the May 5, 2015 School District Special Election will be presented for board approval.

Recommended Action

Romansky/McKeand moved and was unanimously approved upon roll call vote, BE IT RESOLVED by the School Board of Independent School District No. 720, State of Minnesota, as follows:

1. The individuals specified on EXHIBIT A attached hereto, each of whom is qualified to serve as an election judge, are hereby appointed as judges of election for the school district's special election on May 5, 2015 to act as such at the polling places and combined polling places listed on said exhibit.

2. The election judges shall act as clerks of election, count the ballots cast, and submit the results to the school board for canvass in the manner provided for other school district elections.

For: Berg, McKeand, Romansky, Swanson, Tucker and Bowerman

Against:

Absent: Hallett

8. NEW BUSINESS DISCUSSION

9. NEW BUSINESS ACTION ITEMS

9.1 Acceptance of Retirements

Last Name, First Name, Position, Location, Effective Date

Erickson, Margaret, Teacher, Math, Pearson 6th Grade Center, 6/05/2015

Goettsch, Ellen, Teacher, Math, Shakopee High School, 6/05/2015

Marsh, Susan, Teacher, Social Studies, West Junior High School, 6/05/2015

Olson, Mary, Teacher, Physical Education, East Junior High School, 6/05/2015

Wingert, Shirley, Teacher, Family and Consumer Science, Shakopee High School, 6/05/2015

Recommended Action

Romansky/Berg moved to accept the retirements and thanked them for their service to the district; motion passed unanimously.

10. OTHER

11. COMMITTEE REPORTS

12. UPCOMING MEETINGS AND IMPORTANT DATES

March 20, 2015 - Absentee Ballots available for May 5, 2015 Special Election

March 23, 2015 - Shakopee Alumni Association Organizational Meeting - 6:30PM

Shakopee Public Schools District Office Welcome Center

March 24, 2015 - Referendum Information Session - 6:00-7:30PM

Shakopee Public Schools District Office Welcome Center

April 7, 2015 - Referendum Information Session - 7:30-9:00AM

Shakopee Public Schools District Office Welcome Center

April 12-18, 2015 National Volunteer Week

April 13, 2015 - Board Business Meeting 6:00PM

April 27, 2015 - Board Learning Session 5:00PM

May 4-8, 2015 National Teacher Appreciation Week

May 5, 2015 - Special Election Referendum 7:00AM - 8:00PM

May 11, 2015 - Board Business Meeting 6:00PM,

13. ADJOURNMENT

At 6:36PM, Romansky/Swanson moved to adjourn; motion passed unanimously.

## March 2015 Wires

### Wires In

Mar 15 15 State Check	\$ 4,131,538.81	
Misc County Mar 15	30,000.00	
Misc Mar 15 State Check	210,358.89	
Mar 30 15 State Check	4,123,251.27	
MSDLAF Int Mar 15	137.61	
MSDLAF Int Mar 15	2,484.53	
PfM OPEB Int Mar 15	9,593.79	
<b>Total Wires In</b>		<b>\$ 8,507,364.90</b>

### Wires Out

Mar 7 15 Payroll	\$ 1,300,000	
Mar 1 15 Board Checks	800,000	
Mar 10 15 Taxes	1,000,000	
Mar 1 15 Insurance	300,000	
Mar 21 15 Payroll	1,200,000	
Mar 15 15 Board Checks	400,000	
Mar 24 15 Payroll Taxes	1,000,000	
Mar 28 15 Payroll	300,000	
Mar 15 04 Bldg Expense	300,000	
<b>Total Wires Out</b>		<b>\$ 6,600,000.00</b>
<b>Net March 2015</b>		<b><u>\$ 1,907,364.90</u></b>

April 8, 2015

Board of Education  
ISD #720 – Shakopee Public Schools  
1200 Town Square Mall  
Shakopee, MN 55379

Re: ISD #720 – Shakopee Public Schools  
Sun Path and Sweeney Elementary Parking Expansions  
Issue Date: March 6, 2015  
Bid Date: March 24, 2015 @ 2:00 PM

Dear Board Members:

At 2:00 p.m. on Tuesday, March 24, 2015, we received four (4) bids for the Sun Path and Sweeney Elementary Parking Expansions Project. All bids received are within your budget and a copy of the bid tabulation is enclosed for your review.

ICS Consulting, Inc. has reviewed the bids and determined that the apparent low bidder, Northwest Asphalt, Inc. has submitted a valid bid. After consulting with District staff, our itemized recommendation is as follows:

**Base Bid:**

Total Base Bid Amount: **\$378,950.00**

Based on the recommendation above, we recommend that the District enter into a Contract with Northwest Asphalt, Inc. of Shakopee, Minnesota for the total Bid amount of \$378,950.00.

Please feel free to contact me with any questions you may have.

Sincerely,



Christopher B. Ziemer CSI, LEED AP BD+C  
Project Manager

Enclosure

c: Mike Burlager, ISD #720  
Kain Smith, ISD #720  
Nick Marcucci, Wold  
file

**Shakopee Public Schools**  
**Sun Path and Sweeney Elementary Parking Expansions**

OWNER: Independent School District # 720  
 OWNER'S REPRESENTATIVE: ICS Consulting, Inc.  
 ARCHITECT: Wold Architects & Engineers

**BID TABULATIONS**

Tuesday, March 24, 2015  
 2:00 PM  
**Single Prime**  
 ICS Project #5089

	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER	BIDDER
<b>BIDDER</b>	Northwest Asphalt, Inc. 1451 Stagecoach Rd. Shakopee, MN 55379 T: 952-445-1003	Midwest Asphalt Corporation 6340 Industrial Dr. Suite 200 Eden Prairie, MN 55346 T: 952-937-8033	Bituminous Roadways, Inc. 1520 Commerce Dr. Mendota Heights, MN 55120 T: 651-686-7001	Minnesota Roadways Co. 4370 Valley Industrial Blvd. S. Shakopee, MN 55379 T: 952-496-2651		
<b>BID SECURITY</b>	Yes	Yes	Yes	Yes		
<b>ADDENDA REC'D.</b>	1	1	1	1		
<b>BASE BID</b>	\$378,950.00	\$391,000.00	\$399,325.00	\$399,962.00		

**School Board & CE Advisory Council Update**  
**April 2015**

April showers bring May flowers, correct? Our April showers means its spring as we begin a new growing season of grass, flowers, and yes, learning. Our summer catalog that was mailed and made available after March 19 is full of many learning opportunities for our school district community. Our staff has done a tremendous job in putting together so many high quality classes, workshops, and special events. Specifically, these high quality programs and services include:

- \*Enrichment opportunities for youth
- \*Adult and senior programming
- \*Early childhood family education
- \*Preschool programs
- \*Driver's Education
- \*Volunteer programs & recognition
- \*Facilities use
- \*Special events like Wheelies, Mock Car Crash, and the Kids Stuff Sale
- \*School age care
- \*Adult basic education
- \*And much, much more!

Staff is now beginning a discussion on the topic of establishing a signature event. We currently do many things very well. Our partnerships are strong. Our special events are strong. We need to raise the bar and get out of our comfort zones of what we are currently doing. Challenging ourselves is important if we want to grow. Same old, same old is not good enough. We really do not know where this discussion will take us, and that is ok.

Over the past year, staff has been already discussing intentionally on the topics of: issues, opportunities, modify, keep, throw away, and new. We will continue those discussions and visit these on an on-going basis. Using these discussions, along with our environmental scan, focus areas, action items, and vision card that were established in August 2014, we intend to move forward and challenge ourselves. These tools will be used to help us plan and move forward to best serve all of our learners in our school district community.

It has been my honor and privilege to work with all of you since I came to Shakopee in the summer of 1992. April 20, 2015 will mark 34 years that I have been a Community Education Director in Minnesota. I began this work in Breckenridge, MN on April 20, 1981. My 22+ years in this great school district community have gone by very quickly. Thank you for your past, current and future support.

**Paulette Rislund**, Volunteer & Community Resource Coordinator, is attending our April advisory council meeting. She will be recognizing the advisory council's excellent volunteerism. She will also give a short update on what keeps her busy in her vital role that she has with our school district. I invite advisory council members to be in dialogue with her during our meeting. DeeDee Currier (May meeting) and Kim Latterner (June meeting) will be attending upcoming advisory council meetings to share updates and be in dialogue with advisory council members.

One of the things that I really believe to be important is making sure that our staff participates and is active in professional development opportunities. We as a staff need to be lifelong learners ourselves.

We need to walk the talk, so to speak. Attempting to be cutting edge with our own learning is vital as we move forward.

**Don McNeil** has completed an advisory council membership application form. That form is a part of your meeting packet and is placed as a discussion item on our April 14 meeting agenda. Don previously served on the advisory council and was our council chairperson in 2010.

Our **Good To Go Kids** collection continues at our April 14 advisory council meeting. The two most needed items are peanut butter and jelly in plastic containers. They can also use tuna, cereal and powdered milk.

**Donna Lane** is providing food for our April 14 meeting. Contact Bob by Monday, April 13, 11:30 a.m. if you plan on attending or not. This helps with our food & beverage preparations. Thanks Donna!

**Daphne Siegert** will be leading our team building exercise at our meeting. Thank you to Daphne for volunteering to do this!

Our April 28 **Adopt-a-Highway Project** begins at the District Office west parking lot at 5:00 p.m. (1200 Town Square). Wear appropriate clothing and shoe apparel. Orange vests and garbage bags will be provided, along with bottled water and goodies. We will car pool to our location on Marystown Road. Our one mile segment takes less than an hour if we have at least four people helping.

**May 5 Bond Referendum** information will be provided at our meeting tonight. You are encouraged to ask any question and we will do our best to provide the answer.

We will create the **2015-16 advisory council officer ballot** at our meeting tonight (April 14). Be prepared to nominate individuals to serve (July 1, 2015-June 30, 2016) for council chairperson, vice-chairperson, and secretary. Plans are to place these nominations on the ballot, with completed ballots submitted by our May 12 advisory council meeting (hard copy or electronic ballot).

We are planning a **staff team building activity** sometime during the month of May. Plans are currently in the works.

#### **Youth Programs Update**

SADD students will have a “bouncy house” at their contribution for the “Backyard Bash.” This event is being held at the high school on April 16. Most student groups are contributing to this school-wide event.

SADD’s bi-annual mock car crash is scheduled for Friday, May 1. Cara Filler, an impactful speaker, will be presenting to the entire student body after the “crash.” SADD leaders are busy planning activities during the lunch periods of that week (Prom week).

RVTC’s Youth Studio will present *The Princess and the Pauper* on April 24 & 25 at the West Junior High School Auditorium. Eighteen (18) local youth star in this fun production.

Run ‘n Read kicks off the weeks of April 13 and 20. This spring program meets for six weeks and includes an optional 1 mile or 5k race (Celebration of Children) on June 6.

We will host our first ever chess tournament on Saturday, April 18 at Sun Path Elementary School. This K-12 tournament is partnered with the Twin Cities Chess Club

Our summer catalog includes a new feature, which codes all of our youth enrichment classes to the Six C initiative by the school district's Teaching & Learning Team. We have included an explanation of the Six C's, as well as an icon for each item. We hope that it clearly demonstrates how our programming fits into the district's initiative.

Summer enrollments are underway. Some fun summer classes include Rube Goldberg Creations, NASA Rocket Launch, Paper Roller Coasters, Science Experiments You Can Do at Home, Woodworking, Camp Entrepreneur, Math by Mail, More Than Sports, Beginning Juggling, Life, Laughter and Youth Yoga, State Fair Foods, Paint on Canvas, Cooking Around the World with 4-H, Spanish and German Review Camps, How Does Your Garden Grow Clay Class, The Grimm Fairy Tales, PFCT Tom Sawyer and Pinocchio productions and much more.

Please contact Jenny Ames at [james@shakopee.k12.mn.us](mailto:james@shakopee.k12.mn.us) or 952-496-5027 with any comments, suggestions or recommendations on offerings or questions.

### **Adult Programs Update**

April is the month when the summer catalog goes into full activity mode. The classes we highlighted in the March report are fully open for registrations.

As of this writing Michael Gruncheon's Digital Photography class has 3 registrations with 3 weeks to go. It has a minimum of 8. We expect it will fill soon. The Dave Theisen "do it yourself" classes have some registrations. Though we offered quite a savings if people signed up for the whole series, no one has yet. However, people have signed up for individual classes.

Despite Kung Fu Wu Shu classes beginning right after spring break, registrations have remained strong, especially the Friday classes. There are already 51, compared with 56 total registrations for the winter Friday registrations. Often participants go to the class and drop off their registration with the instructor. We anticipate exceeding the winter numbers.

Following a revamping of her dog training classes, Shakopee resident, Christi Blaskowski is offering them twice in our summer catalog. The Obedience and Behavior Training for Dogs – Level 1 course has less sessions than in previous years. We are fortunate to have Christi in our community as she holds her classes at her kennel which provides the ideal setting for the dogs and the district does not have to worry about health and safety issues related to animals in our buildings.

There was a rocky start for the ordinary stable iPad classes. The well-known Pahl brothers did a *faux pas* for the first class on April 6<sup>th</sup> at the high school. No instructor showed up! Somehow the date was left off their calendar. Thanks to our building supervisor, Larry Norring, participants were assured that there would be a follow-up to the oversight. The class was rescheduled and all but one participant will be able to attend. That participant was accommodated by being placed in two other classes.

Senior driving classes are in full swing. The April 16 4-hour refresher class is full. The 8-hour initial class, which usually has 10-12 participants, has 22 registrations. Seniors are anxious to learn AND get a discount of their auto insurance.

If your family likes to bowl, there are two family bowling events coming up. To commemorate Mothers' and Fathers' Days, Louisville Lanes offers Mother/Child Bowling & Pizza on May 7<sup>th</sup> and Father/Child Bowling & Pizza on May 14<sup>th</sup>. Though we list it as Moth and Father, families can take advantage of the great pricing on either day by registering through Community Education. For just \$12.50 per person, a participant gets two games of bowling, shoe rental, pizza and beverages – a very affordable family activity.

### **Class Suggestions and/or Questions**

Feel free to email or call me with either. Here's my contact information:

DeeDee Currier

[dcurrier@shakopee.k12.mn.us](mailto:dcurrier@shakopee.k12.mn.us)

952-496-5031

### **Early Childhood & Preschool Update**

Much planning is happening now in creating programs and services at the Central Family Center for the 2015-16 school year. The CFC Leadership team has been meeting regularly during the 2014-15 school year with this work. On April 10 this team met to finalize the multi-year plan and 2015-16 action plan. 2015-16 Stepping Stones Preschool registrations began earlier last month. We are currently working with the YMCA in creating a before and after school care program for 2015-16 all-day, everyday 4 year olds. Kim Latterner will be attending our June advisory council meeting to be in dialogue with council members and share a program update. Preschool options highlights the cover of our summer catalog and our early childhood programs are found on pages 47-61. Look for the next ECFE catalog in homes the week of June 6-10.

### **Up and Coming**

- \*Thursday, April 16. 11:15 a.m. SouthWest Metro CE Consortium meeting @ Chaska
- \*Tuesday, April 21. 4:00 p.m. Spring building supervisor staff meeting @ District Office
- \*Friday, April 24. 7:00 p.m. RVTC "Princess & The Pauper" show @ WJH Auditorium
- \*Saturday, April 25. 8:00 a.m.-12:00 noon ECFE Kids Stuff Sale @ WJH
- \*Saturday, April 25. 1:00 p.m. RVTC "Princess & The Pauper" show @ WJH Auditorium
- \*Tuesday, April 28. 5:00 p.m. Adopt-a-Highway Project @ District Office
- \*Friday, May 1. 8:45 a.m. SADD sponsored Mock Car Crash @ Shakopee High School
- \*Tuesday, May 5. 7:00 a.m.-8:00 p.m. School District Bond Referendum Vote
- \*Friday, May 8. 11:45 a.m. CFC early childhood planning group meeting @ CFC board room
- \*Tuesday, May 12. 6:00 p.m. Community Education Advisory Council meeting @ District Office
- \*Wednesday, May 13. 7:00 a.m. Community Education Strategic Plan Ad Hoc committee meeting

## WATER MAIN EASEMENT

This easement and agreement for operation and maintenance of a water main (the "Agreement") is made as of this 14 day of April, 2015, by and between Shakopee Public Utility Commission, a municipal utility commission organized under Minnesota law ("Grantee") and Shakopee Public Schools, ISD 720 ("Grantor").

WHEREAS, Grantor owns certain real property situated in the City of Shakopee, Scott County, Minnesota, shown on Exhibit A attached hereto and incorporated herein by and more particularly described as

### **Proposed Watermain Easement**

A 20.00 foot wide permanent easement for watermain purposes, over, under and across that part of the Southwest Quarter of Section 14, Township 115, Range 22, Scott County, Minnesota, described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence North 0 degrees 18 minutes 13 seconds East, assumed bearing, along the east line of said Southwest Quarter, a distance of 1198.75 feet to the Point of Beginning of the land to be described; thence North 89 degrees 41 minutes 47 seconds West 314.88 feet; thence southwesterly 176.44 feet, along a tangential curve, concave to the southeast, having a radius of 400.00 feet, and a central angle of 25 degrees 16 minutes 23 seconds; thence North 31 degrees 36 minutes 25 seconds West, not tangent to said curve 118.74 feet; thence South 74 degrees 28 minutes 13 seconds West 140.73 feet; thence North 86 degrees 59 minutes 05 seconds West 446.87 feet; thence North 0 degrees 17 minutes 27 seconds East 892.61 feet to the center line of County Road No. 16, also known as Eagle Creek Boulevard; thence South 76 degrees 11 minutes 41 seconds East, along said center line 1162.51 feet to the east line of said Southwest Quarter; thence South 0 degrees 18 minutes 13 seconds West, along said east line 666.45 feet to the Point of Beginning.

The center line of said 20.00 foot wide easement is described as follows:

Commencing at the southeast corner of said Southwest Quarter; thence North 0 degrees 18 minutes 13 seconds East, assumed bearing, along the east line of said Southwest

Quarter, a distance of 1198.75 feet; thence North 89 degrees 41 minutes 47 seconds West 314.88 feet; thence southwesterly 144.41 feet, along a tangential curve, concave to the southeast, having a radius of 400.00 feet, and a central angle of 20 degrees 41 minutes 07 seconds; thence South 45 degrees 00 minutes 00 seconds East 30.00 feet to the Point of Beginning of the center line to be described ; thence returning North 45 degrees 00 minutes 00 seconds West 166.66 feet; thence on a bearing of West 96.42 feet; thence North 79 degrees 59 minutes 55 seconds West 194.06 feet to a point hereinafter referred to as Point "A"; thence continuing North 79 degrees 59 minutes 55 seconds West 230.35 feet; thence North 39 degrees 42 minutes 19 seconds West 30.51 feet; thence North 0 degrees 35 minutes 17 seconds East 30.86 feet; thence North 89 degrees 24 minutes 43 seconds West 30.19 feet; thence returning South 89 degrees 24 minutes 43 seconds East 30.19 feet; thence North 0 degrees 35 minutes 17 seconds East 88.94 feet; thence North 89 degrees 24 minutes 43 seconds West 73.13 feet; thence returning South 89 degrees 24 minutes 43 seconds East 73.13 feet; thence North 0 degrees 35 minutes 17 seconds East 181.88 feet; thence North 45 degrees 35 minutes 17 seconds East 14.14 feet; thence North 44 degrees 24 minutes 43 seconds West 30.50 feet; thence returning South 44 degrees 24 minutes 43 seconds East 30.50 feet; thence North 45 degrees 47 minutes 26 seconds East 112.92 feet; thence North 88 degrees 04 minutes 56 seconds East 56.99 feet; thence South 67 degrees 01 minutes 10 seconds East 41.64 feet; thence North 71 degrees 50 minutes 24 seconds East 30.50 feet; thence South 89 degrees 24 minutes 43 seconds East 106.79 feet to a point hereinafter referred to as Point "B"; thence South 1 degree 43 minutes 53 seconds West 91.63 feet; thence North 88 degrees 16 minutes 07 seconds West 20.72 feet; returning South 88 degrees 16 minutes 07 seconds East 20.72 feet; thence South 1 degree 43 minutes 53 seconds West 104.40 feet; thence South 17 degrees 06 minutes 13 seconds West 211.50 feet; thence North 72 degrees 53 minutes 47 seconds West 19.12 feet; thence returning South 72 degrees 53 minutes 47 seconds East 19.12 feet; thence South 17 degrees 06 minutes 13 seconds West 15.55 feet; thence South 10 degrees 00 minutes 05 seconds West 35.43 feet to said Point "A"; thence returning North 10 degrees 00 minutes 05 seconds East 35.43 feet; thence North 17 degrees 06 minutes 13 seconds East 227.05 feet; thence North 1 degree 43 minutes 53 seconds East 196.03 feet to said Point "B"; thence North 0 degrees 18 minutes 13 seconds East 189.14 feet; thence North 13 degrees 35 minutes 39 seconds East 107.08 feet to the center line of County Road No. 16, also known as Eagle Creek Boulevard, and said center line there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the southerly and westerly boundary lines of the above described property and on a line drawn parallel with and distant 33.00 feet southerly from the center line of said County Road No. 16, also known as Eagle Creek Boulevard.

("Grantor's Property"); and

WHEREAS, Grantee desires easements from Grantor to use, operate, maintain, repair, and reconstruct underground water mains and appurtenances on Grantor's Property; and

WHEREAS, Grantor agrees to grant and Grantee requests from Grantor, perpetual easements for the operation and maintenance of a water main and appurtenances.

NOW, THEREFORE, in consideration of one and no/100 dollars (\$1.00), the conditions, covenants and mutual agreements hereinafter set forth, the receipt and sufficiency of which is hereby acknowledged by Grantor, the parties hereto agree as follows:

1. GRANTOR'S GRANT OF PERPETUAL EASEMENTS. Grantor does hereby grant and convey to Grantee, forever, a nonexclusive easement within that portion of Grantor's Property identified as "Easement Area" on Exhibit A and described on the attached Exhibit B and incorporated herein by reference, limited to the right and authority to use, operate, maintain and repair (including reconstruction) an underground water main and appurtenances. Grantee hereby represents, agrees, and warrants that the water main and appurtenances shall be used, operated, maintained, repaired and reconstructed in accordance with all applicable laws, statutes, codes, ordinances, rules and regulations ("Laws") including those of Scott County and that all inspections necessary for the completion of such installation will be undertaken as required. Grantor agrees to allow Grantee ingress and egress over driveways and parking areas on the Property solely to the extent necessary to access the Easement Area. No portion of the water main shall be located above the surface of the ground, except for hydrants appurtenant to the water main. Grantee agrees to maintain, at its sole expense, the underground water main and appurtenances across Grantor's Property in good condition and repair and in accordance with all applicable Laws.
2. GRANTOR'S CONVEYANCE OF WATER MAIN AND APPURTENANCES. Grantor does hereby grant and convey to Grantee the water main and appurtenances located within the Easement Area.
3. NONDISTURBANCE. In Grantee's use of the easements herein granted and in the construction, installation, repair, replacement and maintenance of the Easement Area or Grantee's improvements, Grantee agrees not to unreasonably disturb the Grantor's business operations or use of the Property.
4. REPAIR. Grantee will, at its sole cost and expense and promptly after completion of its work, replace the surface and subsurface of the soil as may be disturbed in the use, operation, maintenance and repair (including reconstruction) of the aforesaid water main and appurtenances in substantially the same condition that existed prior to the improvement or repair, and repair all driveways and other paved areas and replace sod which may be damaged by construction on the Easement Area or which is a direct result of the exercise of the rights herein granted. Grantor specifically agrees that Grantee shall have no obligation to replace or repair surface improvements installed by Grantor within

the easement areas, other than paved areas, sod, or any other improvements approved by Grantee prior to their installation by Grantor.

5. INDEMNITY. Grantee, its successors or assigns, shall defend, indemnify and save harmless Grantor, its officers, agents and employees, and any mortgagee of Grantor's Property, against all suits, demands, causes of action, liabilities, losses or claims thereof for injury or damages of whatever nature, including death, or damage to property (i) arising out of or related to any activity of Grantee, its agents, employees, licensees, invitees or contractors, their agents or employees within the Easement Area, or (ii) arising out of any default hereunder. Grantor, its successors or assigns, shall defend, indemnify and save harmless Grantee, its officers, agents and employees, against all suits, demands, causes of action, liabilities or claims thereof for injury or damages of whatever nature, including death or damage to property (i) arising out of or related to any activity of Grantor, its agents, employees, licensees or contractors, their agents or employees within the Easement Area, or (ii) arising out of any default hereunder.
6. GRANTOR'S USE. Grantor hereby reserves to itself the right to use the land included within the Easement Area (including without limitation, parking of vehicles on the surface thereof), subject to all governmental rules and regulations, and provided that such use will not unreasonably disturb or interfere with such water main or appurtenances or prevent reasonable ingress and egress thereto for the purposes of operation, use, maintenance and repair (including reconstruction) thereof. It is also understood and agreed between the parties hereto that no building or structure shall be placed by Grantor, its successors or assigns within the Easement Area. Grantee specifically agrees that, subject to all governmental rules and regulations, Grantor retains the right to cross and recross the Easement Area with other utility lines, pipes, wires and easements, parking and access easements and that Grantor may install paving, curb and gutter, traffic direction signs, and landscaping on the Easement Area which are not inconsistent with the grant of the easements herein. (Grantor's right to replacement or repair of such installations is subject, however, to the limitations in paragraph 4 of this Agreement.)
7. NOTICES. Notices in demand required or permitted to be given hereunder shall be given by certified mail, return receipt requested, or by a national overnight express service such as FedEx, in the case of Grantor, addressed to it at, ATTENTION \_\_\_\_\_ or at such other address as specified in writing by Grantor and the case of Grantee, addressed to it in care of its public utilities commission at 255 Sarazin Street, Shakopee, Minnesota 55379 or at such other address specified in writing by Grantee.
8. RELOCATION. Grantee agrees that Grantor, at Grantor's sole cost and expense, may relocate the easements and any water main and appurtenances thereon installed by Grantee provided that: (a) Grantor first gives Grantee at least 30 days' written notice thereof; (b) said relocation must be fully functional for a water main; (c) said relocation must be evidenced by an easement agreement containing terms at least as favorable to Grantee as this Agreement; and (d) said relocation must not interrupt Grantee's provision of water service to properties other than the Property, if any are so serviced. Both parties

covenant and agree to execute such documents as necessary or appropriate to evidence such relocation of record.

9. EXHIBITS and ADDENDUM. All exhibits referred to herein and the Addendum attached hereto shall be deemed part of the Agreement.
10. RECORDING. The Agreement shall be recorded in the records of Scott County, Minnesota.
11. GOVERNING LAWS. The laws of the state of Minnesota shall apply to the Agreement.
12. SEVERABILITY. If any term, provision or condition contained in the Agreement shall, to any extent, be invalid or unenforceable, the remainder of the Agreement (or the application of such term, provision or condition to persons or circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of the Agreement shall be valid and enforceable to the fullest extent permitted by law.
13. BINDING ON FUTURE PARTIES. The perpetual easements and all covenants and easements herein shall run with the land and shall inure to the benefit of and be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this easement and agreement as of the day and year first above written.

\_\_\_\_\_  
(Grantor) SHAKOPEE PUBLIC UTILITIES  
COMMISSION

By: \_\_\_\_\_ By: \_\_\_\_\_  
(title) Utilities Manager

**ACKNOWLEDGMENTS**

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_, of \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF SCOTT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the Utilities Manager of Shakopee Public Utilities Commission, a municipal utility commission under the laws of Minnesota, by and on behalf of said utility commission.

\_\_\_\_\_  
Notary Public

Document Drafted By:  
Kennedy & Graven, Chartered  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402

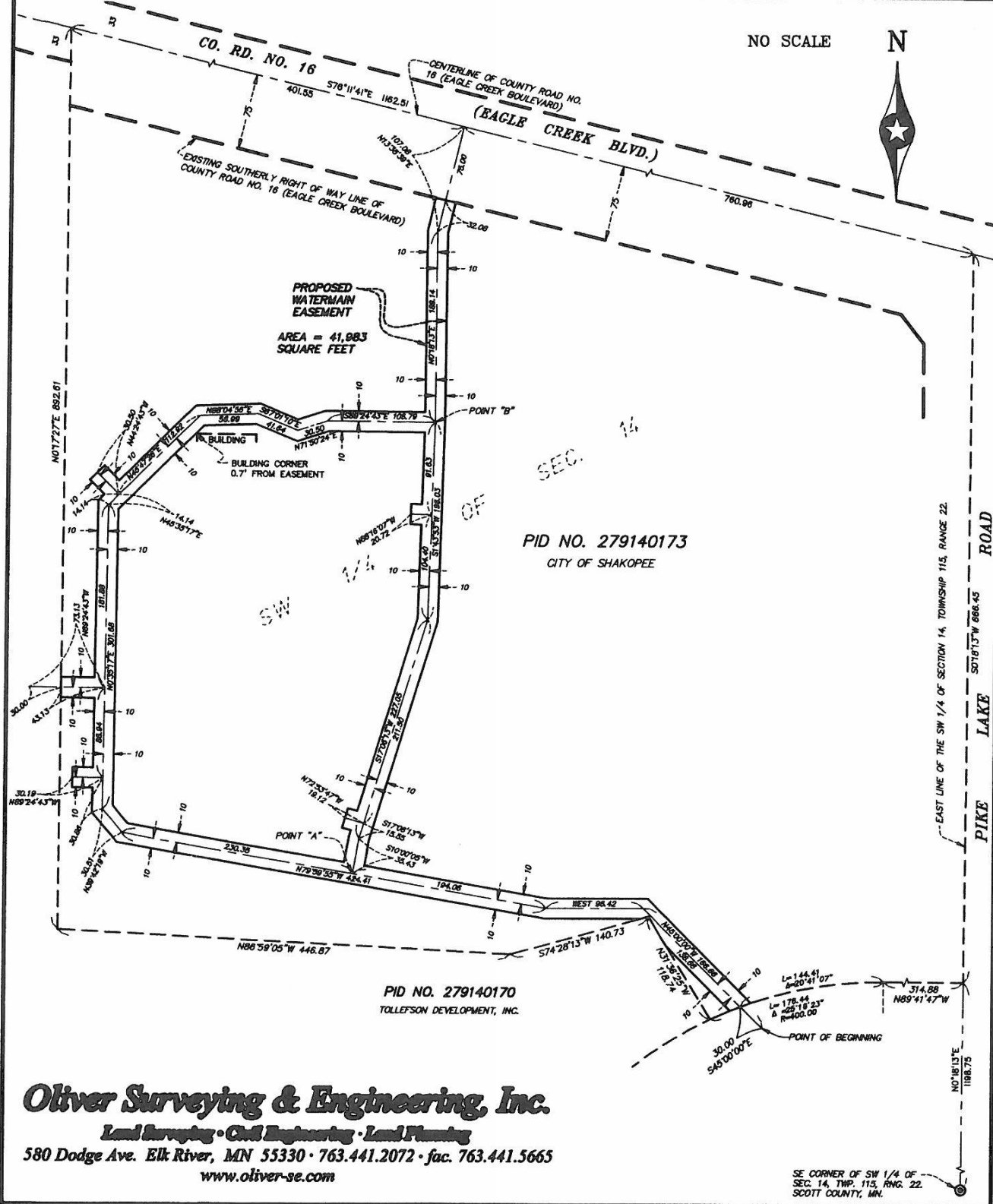
EXHIBIT A

Sketch of Property and Easement Area

Easement Exhibit for: **SHAKOPEE PUBLIC SCHOOLS**

**EAGLE CREEK ELEMENTARY**

Job # 1562.21-17 Dwg: 1562.21-17XHIB3  
 Drawn By: DM Date: 03/24/2015



**Oliver Surveying & Engineering, Inc.**

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**Parcel 1**

**EASEMENT**

THIS INSTRUMENT is made by Shakopee Public Schools ISD 720, Grantors, in favor of the CITY OF SHAKOPEE, a Minnesota municipal corporation, Grantee.

Recitals

A. Grantor is the fee owner of the following described property in Scott County, Minnesota (the "Property"):

Section 14 Township 115 Range 022 COM SE COR SW1/4, N ALONG E LN 1198.75' TO POB, W 314.88', CURVE SW'ERLY 176.44' N 31-36-25 W, according to the recorded plat thereof, Scott County, Minnesota.

B. Grantor desires to grant to the Grantee an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following easement:

A perpetual, non-exclusive easement for utility and drainage purposes over, under, across and through that part of the Property described as follows:

**Proposed Ponding easement to be added to the easement described in Document No. A 780615 on file and of record in the office of the County Recorder, Scott County, Minnesota.**

That part of the following described property:

That part of the Southwest Quarter of Section 14, Township 115, Range 22, Scott County, Minnesota, described as follows: Commencing at the southeast corner of said Southwest Quarter;

thence North 0 degrees 18 minutes 13 seconds East, assumed bearing, along the east line of said Southwest Quarter, a distance of 1198.75 feet to the Point of Beginning of the land to be described; thence North 89 degrees 41 minutes 47 seconds West 314.88 feet; thence southwesterly 176.44 feet, along a tangential curve, concave to the southeast, having a radius of 400.00 feet, and a central angle of 25 degrees 16 minutes 23 seconds; thence North 31 degrees 36 minutes 25 seconds West, not tangent to said curve 118.74 feet; thence South 74 degrees 28 minutes 13 seconds West 140.73 feet; thence North 86 degrees 59 minutes 05 seconds West 446.87 feet; thence North 0 degrees 17 minutes 27 seconds East 892.61 feet to the center line of County Road No. 16, also known as Eagle Creek Boulevard; thence South 76 degrees 11 minutes 41 seconds East, along said center line 1162.51 feet to the east line of said Southwest Quarter; thence South 0 degrees 18 minutes 13 seconds West, along said east line 666.45 feet to the Point of Beginning.

Which lies South of the following described Line A and North of the following described Line C:

Line A is described as follows; Commencing at the southeast corner of the Southwest Quarter of Section 14, Township 115, Range 22, Scott County, Minnesota; thence North 0 degrees 18 minutes 13 seconds East, assumed bearing, along the east line of said Southwest Quarter, a distance of 1198.75 feet; thence North 89 degrees 41 minutes 47 seconds West 314.88 feet; thence southwesterly 176.44 feet, along a tangential curve, concave to the southeast, having a radius of 400.00 feet and a central angle of 25 degrees 16 minutes 23 seconds; thence North 31 degrees 36 minutes 25 seconds West, not tangent to said curve 118.74 feet; thence South 74 degrees 28 minutes 13 seconds West 140.73 feet; thence North 86 degrees 59 minutes 05 seconds West 446.87 feet; thence North 0 degrees 17 minutes 27 seconds East 478.53 feet to the Point of Beginning of said Line A; thence South 89 degrees 42 minutes 33 seconds 117.62 feet; thence North 37 degrees 43 minutes 59 seconds East 46.50 feet; thence North 14 degrees 07 minutes 33 seconds East 38.75 feet to a point to be referred to as Point D; thence continue North 14 degrees 07 minutes 33 seconds East 45.91 feet; thence North 89 degrees 20 minutes 55 seconds East 67.01 feet to a point to be referred to as Point E and there terminating.

Line C is described as follows: Beginning at the above described Point D; thence North 59 degrees 55 minutes 48 seconds East a distance of 90.38 feet to the above referenced Point E and there terminating.

**Proposed Ponding Easement Vacation Description:**

That part of the following described easement deeded in Document No. A 780615 on file and of record in the office of the County Recorder, Scott County, Minnesota which lies north of the following described Line A and South of the following described Line B:

Commencing at the southeast corner of the Southwest Quarter of Section 14, Township 115, Range 22, Scott County, Minnesota; thence North 0 degrees 18 minutes 13 seconds East, assumed bearing, along the east line of said Southwest Quarter, a distance of 1198.75 feet; thence North 89 degrees 41 minutes 47 seconds West 314.88 feet; thence southwesterly 176.44 feet, along a tangential curve, concave to the southeast, having a radius of 400.00 feet and a central angle of 25 degrees 16 minutes 23 seconds; thence North 31 degrees 36 minutes 25 seconds West, not tangent to said curve 118.74 feet; thence South 74 degrees 28 minutes 13 seconds West 140.73 feet; thence North 86 degrees 59 minutes 05 seconds

West 446.87 feet; thence North 0 degrees 17 minutes 27 seconds East 478.53 feet to the Point of Beginning of said Line A; thence South 89 degrees 42 minutes 33 seconds East 62.23 feet to a point to be referred to as Point C; thence continue South 89 degrees 42 minutes 33 seconds East 55.39 feet; thence North 37 degrees 43 minutes 59 seconds East 46.50 feet; thence North 14 degrees 07 minutes 33 seconds East 38.75 feet to a point to be referred to as Point D and there terminating .

Line B is described as follows: Beginning at the above described Point C; thence North 36 degrees 04 minutes 06 seconds East a distance of 53.06 feet; thence North 54 degrees 49 minutes 32 seconds East a distance of 21.88 feet; thence North 67 degrees 11 minutes 17 seconds East a distance of 47.94 feet to the above referenced Point D and there terminating.

This easement area is depicted on attached Exhibit A.

2. Scope of Easement. The perpetual utility and drainage easement granted herein includes the right of the Grantee, its contractors, agents, officials and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing within the described easement area a storm sewer, sanitary sewer and water facilities, ground surface drainage ways, or other public facilities or improvements of any type that are not inconsistent with utility and drainage use.

The easement granted herein also includes the right to cut, trim, or remove from the easement area trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Warranty of Title. The Grantor warrants that he/she is the owner of the Property and has the right, title and capacity to convey to the Grantee the easement herein.

4. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantors, his/her successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: \_\_\_\_\_  
**PROPERTY OWNER**

STATE OF MINNESOTA )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2015 by **PROPERTY OWNER**, Grantor.

\_\_\_\_\_  
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402



## 518 DNR-DNI ORDERS

### I. PURPOSE

The school district recognizes that it is serving students with complex health needs. The school district also recognizes that school district staff may be confronted with requests to withhold emergency care of a student in the event of a life threatening situation at school or school activities or be presented with Do Not Resuscitate/Do Not Intubate (DNR-DNI) orders. The purpose of this policy is to provide guidance to school district staff and parents or guardians ~~in~~ regarding these situations.

### II. GENERAL STATEMENT OF POLICY

- A. The primary mission of the school district is education. DNR-DNI orders are medical documents. The school district generally believes that a decision not to resuscitate a student or initiate life-saving measures is a medical judgment best made by a physician in the context of a clinic, hospital, or other medical facility, based upon the particular circumstances presented by the student. However, in limited circumstances, school nurses are authorized to accept or honor verified DNR-DNI orders. School district staff will not accept or honor requests to withhold emergency care or DNR-DNI orders. The school district will not convey such orders to emergency medical personnel.
- B. School district staff will activate emergency medical services (911) as soon as possible when a student is undergoing a medical emergency during school or school activities. School district staff will provide reasonable emergency care and assistance when a student is undergoing a medical emergency during school or school activities, until relieved by a school nurse who is familiar with the student's verified DNR-DNI order or until relieved by emergency medical personnel. A school nurse who is familiar with the Student's verified DNR-DNI order may follow the order until relieved by emergency medical personnel.
- C. ~~School district staff will activate emergency medical services (911) as soon as possible when a student is undergoing a medical emergency during school or school activities.~~ With the prior written consent of the student's parent(s) or guardian(s), school officials will make reasonable efforts to notify emergency medical personnel of the existence of the verified DNR-DNI order and provide them the parents' or guardians' emergency contact information.
- D. The parent/guardian will be notified of the emergency as soon as possible.
- E. The school nurse shall meet with the parent(s) or guardian(s) and receive

information from the student's physician in order to determine the child's medical diagnosis, current condition, prognosis and anticipated medical needs. School personnel shall then convene a multidisciplinary team meeting (which could be an IEP Team meeting for a special education student or a Section 504 Team meeting for a Section 504 student) to develop an individual health plan for the student, which may include individually appropriate life-sustaining interventions to be followed in a medical emergency. If the parent or guardian declines to meet or to agree to an individual health plan, this shall be noted in the student's file. ~~N~~ this school district policy, IEP and Section 504 teams must ~~develop individualized medical emergency care plans for students when appropriate in accordance with state and federal law.~~

F. Upon receiving a parent's or guardian's request to accept a DNR-DNI order in the school setting, the school nurse shall obtain written verification signed and dated by the student's parent or guardian and the student's physician confirming that the student has a valid DNR-DNI order and that such order may be accepted and implemented in the school setting. Only verified DNR-DNI orders may be honored by school nurses.

G. Upon receiving a parent's or guardian's request to rescind a verified DNR-DNI order, the school nurse shall obtain written verification signed and dated by the student's parent or guardian and the student's physician confirming that the verified DNR-DNI order has been rescinded.

~~FH.~~ Parents/guardians who request that emergency care be withheld for their child or who present DNR-DNI orders, shall be advised of and shall be given a copy of this policy.

**Legal References:** 29 U.S.C. § 794 *et seq.* (Rehabilitation Act of 1973, § 504)  
42 U.S.C. §§ 12101-12213 (Americans with Disabilities Act)

**Cross References:**

## 2015 Shakopee School Board Committee & Liaison Assignments

### COMMITTEE ASSIGNMENTS

<b>Executive Committee (Chair/Vice Chair)</b>	Reggie, Scott
<b>Bond Oversight Committee (ExComm +1)</b>	Reggie, Scott, Shawn
<b>Personnel Committee</b>	Matt, Angela, Chuck
<b>Finance Committee</b>	Scott, Mary, Matt
<b>Policy Review Committee</b>	Mary, Chuck, Shawn

### LIAISON ASSIGNMENTS

<b>Curriculum Advisory Committee</b>	Angela, Shawn
<b>Technology Committee</b>	Matt, Shawn
<b>SouthWest Metro Educational Cooperative</b>	Mary
<b>AMSD</b>	Reggie
<b>Community Education Advisory Council</b>	Angela, Scott
<b>Minnesota State High School League</b>	Matt
<b>TIES</b>	Reggie
<b>ECFE</b>	Angela
<b>MSBA</b>	Scott
<b>SCALE</b>	Chuck
<b>Shakopee City Council</b>	Chuck

## 2015 Shakopee Public Schools Board Meeting Dates

Date	Time	Type of Meeting	Location
January 12, 2015	6:00PM	Organizational & Board Business Meeting	District Office Board Room, 1200 Town Square
January 19, 2015	8:00-3:30PM	Board Retreat	Turtle's Social Centre, 112 Lewis ST S
January 26, 2015	5:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
February 9, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
February 16, 2015	7:30AM-7:00PM	*Districtwide Staff Development Day	*a quorum of the Board may be present at events throughout the day
February 23, 2015	5:00PM	Board Learning Session	District Office Board Room, 1200 Town Square
March 9, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
March 24, 2015	6:00-7:30PM	Referendum Information Session	District Office Welcome Center, 1200 Town Square
April 7, 2015	7:30-9:00AM	Referendum Information Session	District Office Welcome Center, 1200 Town Square
April 13, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
April 27, 2015	5:00PM	Board Learning Session	District Office Board Room, 1200 Town Square
May 5, 2015	7:00AM-8:00PM	Special Election	
May 11, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
June 8, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
July 13, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
August 24, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
September 14, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
September 28, 2015	5:00PM	Board Learning Session	District Office Board Room, 1200 Town Square
October 12, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
November 9, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
November 23, 2015	5:00PM	Board Learning Session	District Office Board Room, 1200 Town Square
December 14, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square