

SHAKOPEE PUBLIC SCHOOLS



SCHOOL BOARD AGENDA





January 27, 2020
6:00 PM

1. CALL TO ORDER AND ROLL CALL - CHAIR PETERSON
2. PLEDGE OF ALLEGIANCE
3. Moment of Reflection and Appreciation of Joyce Kopet, Food Service Staff at East Middle School who passed away December 27, 2019
4. WE ARE SHAKOPEE SCHOOLS - GOOD NEWS ITEMS
 4. 1. MN ACDA 9-10 Honor Choir Vocalist Recognition
Ten Shakopee High School choir students were selected as members of this year's Minnesota ACDA 9-10 Honor Choirs. These outstanding vocalists were selected from over 2,000 applicants in the state of Minnesota to participate in this annual event. They will prepare music alongside honored singers from around the state and perform a final concert together on February 13 at Central Lutheran Church in Minneapolis as a part of the annual Minnesota Music Educators Conference. Congrats to the following students:
Colin Conley (Tenor), Autumn Haeg (Alto II), Tate Newman (Baritone), Elizabeth Christenson (Soprano II), Maggie Clark (Soprano I), Eliana Van Voorst (Soprano II), Aaron Dumalag (Baritone), Ajay Inampudi (Baritone), Breck Knutson (Tenor), and Luke Wilts (Tenor).
Presenter: Shakopee High School Choir Teacher Bridget Keenan
 4. 2. Shakopee Education Endowment Foundation Presentation of 2019-20 Grants 7
Since its inception, the Shakopee Educational Endowment Foundation (SEEF) has been making teachers' dreams come true by funding grants for innovative classroom projects. Thanks to generous donations from our community, this school year a total of 30 grants were funded benefiting 64 district staff members and countless Shakopee students. Highlights from this year's grants, which total nearly \$30,000, include:
*Promotion of literacy through a grades K-5th initiative to bring literacy into the art classroom using books, a preschool program to provide access to inclusive and diverse books and materials, to a reading partnership between Shakopee High School students and Jackson Elementary students.
*Support for STEM education ranging from a 3D scanner at the middle school, to elementary STEM residencies and materials for STEM problem-solving activities.

In addition, new equipment in the SHS Science Department will enrich biology and chemistry classes.

Presenter: SEEF Board Members Kathy Busch, Alex Lamminen, Kristin Koller and Jack Trimbo

5. CONSIDERATION OF AGENDA AS PRESENTED AND ADDITIONS

6. CONSENT ITEMS

6. 1. Personnel Items

6.1.1 Acceptance of Resignations

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

Blanch, Tim, Custodian, High School, 12/27/2019

Cunningham, Amber, Program Support Assistant, Sweeney Elementary School, 1/03/2020

Houser, Kari, Program Support Assistant, Eagle Creek Elementary School, 1/06/2020

Pink, Kristi, Program Support Assistant, Jackson Elementary School, 1/03/2020

Sticha, Tressa, Program Support Assistant, Sweeney Elementary School, 12/20/2019

Wallebeck, Dylan, Custodian, High School, 12/28/2019

Recommended Action

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

6.1.2 Approval for Hiring of NonCertified Employees for the 2019-20 School Year

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

Bajis, Fozeya, Food Service Worker, West Middle School, \$13.32/hr, 1/27/2020

Kelso, Melissa, Program Support Assistant, Sweeney Elementary School, \$13.35/hr, 1/15/2020

Miller, Josh, Program Support Assistant, Jackson Elementary School, \$13.35/hr, 1/22/2020

Sanders, Peyton, Program Support Assistant, Sweeney Elementary School, \$15.16/hr, 1/13/2020

Soto Rodriguez, Ana, Program Support Assistant, East Middle School, \$14.59/hr, 1/13/2020

Stommes, Adam, Technology Assistant, High School, \$18.30/hr, 1/06/2020

Theis, Lindsey, Program Support Assistant, East Middle School, \$14.59/hr, 1/06/2020

Walberg, Erika, Program Support Assistant, Sweeney Elementary School, \$14.87/hr, 1/02/2020

Younge, Shauna, Office Assistant, High School, \$16.44/hr, 1/14/2020

Recommended Action

Approve noncertified contracts as presented.

6.1.3 Approval of Long Term Substitute Contracts

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

Conrad, Ann, Pierce, Suzette, Teacher, Special Services, High School, 2/15/2020 through approx. 6/05/2020, BA Step 6, 1.0, \$232.54/day

Gaiters, Faith, Chapman, Alyssa, Teacher, Special Services, East Middle School, 12/16/2019 through approx., 3/09/2020, BA + 30 Step 3, 1.0, \$246.23/day

Clouse, Mackenzie, Van Horn, Alexander, Teacher, Grade 4, Eagle Creek Elementary School, 1/02/2020 through approx. 1/23/2020, BA Step 3, 1.0, \$214.35/day

Hennen, Doug, Lisner, Amy, Teacher, Social Studies, West Middle School, 1/27/2020 through approx. 6/05/2020, BA Step 3, 1.0, \$214.35/day

Recommended Action

Approve long term substitute contracts as presented.

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| 6. 2. Approval of minutes of the January 6, 2020 School Board ReOrganization and Business Meeting | 26 |
| Recommended Action | |
| Approve the minutes of the January 6, 2020 School Board ReOrganization and Business Meeting as presented. | |
| 6. 3. Consideration of bills and authorization to pay same | 31 |
| Recommended Action | |
| Approve the bills and authorize to pay same as presented. | |
| 6. 4. Approval of wires report | 67 |
| Recommended Action | |
| Approve the wires report as presented. | |
| 6. 5. Approval of Graduation Requirements for EL Learners | 68 |
| Recommended Action | |
| Approve proposed modifications to local graduation requirements for EL Learners. | |
| 7. OLD BUSINESS | |
| 7. 1. Consideration to Approve: Tokata Learning Center & District Office Leases
Presenter: Superintendent Mike Redmond
Time: 10 minutes | 69 |
| 7. 2. Consideration to Approve*: Approval of Resolution for Sale of District Property
*Roll Call vote requested
ACTION REGARDING SALE OF PROPERTY
THEREFORE BE IT RESOLVED that the Chairperson, Kristi Peterson, and the Clerk, Paul Christiansen, duly elected officers of the School Board, are authorized and directed to execute any documents necessary to consummate the sale of property legally described as Outlot A, Jackson Elementary School, Scott County, Minnesota, ("the Property") pursuant to the Purchase Agreement as amended for that Property, which is being sold for the sum of \$1,125,000.00, including | 81 |

specifically and without limitation authority to sign:

- a. All documents required from Seller to satisfy the Buyer's title commitment;
- b. All documents required to satisfy Seller's obligations under a Purchase Agreement between the District and the Buyer dated February 26, 2018, as amended by that certain First Amendment to Real Estate Purchase Agreement dated September 10, 2018, and that certain Second Amendment to Real Estate Purchase Agreement, dated April 8, 2019, and as assigned to Buyer pursuant to that certain Assignment and Assumption of Purchase Agreement for the sale and purchase of the certain property located in Shakopee, Minnesota legally described as Outlot A, Jackson Elementary School, Scott County, Minnesota.
- c. a Warranty Deed conveying the property;
- d. General Assignment of the District's collateral rights associated with the Property;
- e. Affidavit Terminating Temporary Easement Agreement concerning easement rights set out in Document No. A725329 recorded December 29, 2005 at the Office of the Recorder of Deeds, Scott County, Minnesota;
- f. Bring Down Certificate;
- g. Utility Easement, concerning a grant of utility easement rights in favor of the buyer of the Property and burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota, to continue the buyer's access to a water main line which will service both properties;
- h. Drainage and Utility Easement, concerning a grant of drainage and utility easement rights in favor of the buyer of the Property and burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota;
- i. Release and Termination of Easement, concerning an easement burdening the District's property recorded August 18, 2017 in the Office of the Scott County Recorder, as Document No. A1031471;
- j. Easement in favor of the City of Shakopee, Minnesota, including for roadway and utility purposes, burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota;
- k. Temporary Construction Easement Agreement granting the buyer of the Property temporary rights in part of the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota

Presenter: Superintendent Mike Redmond

Time: 5 minutes

- 7. 3. Consideration to Approve: 2020 School Board Committee Membership and Liaison Assignments 87
Presenter: School Board Chair Kristi Peterson
Time: 5 minutes
- 7. 4. Informational Item: 2019-20 Budget Update 88
Presenter: Director of Finance & Operations Bill Menozzi
Time: 5 minutes

8. NEW BUSINESS

8. 1. Informational Item: Central Family Center Pyramid Model 89
Presenter: CFC Administrator Julie Ritter, Cortney Olson, and Sally Stockey
Time: 15 minutes
8. 2. Consideration to Approve*: Resolution Ratifying the Award of the Sale of General 111
Obligation Bonds 2020A
*Roll Call vote requested
The resolution ratifying the award of the sale, determining the form and details,
authorizing the execution, delivery, and registration, and providing for the
payment of General Obligation Capital Facilities Bonds, Series 2020A will be
presented to the School Board.
Presenter: Director of Finance & Operations Bill Menozzi and Jeff Solomon, Baker
Tilly Municipal Advisors
Time: 10 minutes
8. 3. Consideration to Approve*: Resolution Stating the Intention of the School Board 148
to Issue General Obligation Bonds 2020B
*Roll Call vote requested
The resolution stating the intention of the School Board to issue General
Obligation Bonds to finance projects included in the district's approved ten-year
facility plan; covenanting and obligating the district to be bound by and to use the
provisions of Minnesota Statutes, Section 126C.55 to guarantee the payment of
the principal and interest on the bonds will be presented to the School Board.
Presenter: Director of Finance & Operations Bill Menozzi and Jeff Solomon, Baker
Tilly Municipal Advisors
Time: 10 minutes

9. OTHER

10. COMMITTEE REPORTS

11. RECOGNITION OF VISITORS TO BOARD MEETING

12. UPCOMING MEETINGS AND IMPORTANT DATES 158

January 27, 2020 5:00PM Finance Committee Meeting District Office Room 202
January 27-31, 2020 Paraprofessional Appreciation Week
January 27-Feb 2, 2020 MSHSL Thank a Coach/Advisor Week
February 3, 2020 4:30PM Communications Committee Meeting District Office Board
Room
February 3-7, 2020 School Counselors Appreciation Week
February 10, 2020 5:00PM Policy Committee Meeting District Office Room 202
February 10, 2020 6:00PM School Board Work Session District Office Board Room
February 19, 2020 5:00PM Facilities Committee Meeting District Office Board Room
February 24, 2020 5:00PM Finance Committee Meeting District Office Room 202
February 24, 2020 6:00PM School Board Business Meeting District Office Board Room

13. ADJOURNMENT



Shakopee Educational Endowment Foundation 2019-20 Grant Awards

School	Name	Grade	Project Title	Amount Funded
District Wide	A. Kopseng	Gr. K-5	District Wide K-5 Literacy & Art	\$1,000.00
Central Family Cen.	A. Gill	Pre-K	Inclusion/Diversity Materials & Toys	\$1,912.00
Central Family Cen.	S. Kaste	Pre-K	Sensory Supports for Active Learning Engagement	\$750.00
Central Family Cen.	J. Sharpe	Adult	PACE Adult Technology Assistance	\$350.00
Central Family Cen.	M. Stevens	Pre-K	Articulation Tools for Essential Learning	\$935.00
CFC & Jackson	D. Arterbury	Pre-Gr.12	Core language Extension Activity Bins	\$544.00
Eagle Creek Elem.	J. Bartley	Gr. K	Building Literacy & Math with a Block Center	\$300.00
Eagle Creek Elem.	C. Laland	Gr. 1	Early STEM Exploration	\$969.00
Eagle Creek Elem.	J. Schaaf	Gr. 3	First Chapter Friday	\$582.00
Eagle Creek Elem.	M. Silkey	Gr. 5	Stem Residency- Science from Scientists!	\$723.00
Jackson Elem.	S. Flatness	Gr. 5	Native American Shoulder Bag Art Project	\$400.00
Jackson Elem.	J. Lund	Gr. K-1	Basic Beat 8-Note Glockenspiels	\$975.00
Jackson Elem.	K. Wermerskirchen	Gr. K	Discover. Create. Learn. With a Light Table	\$449.00
Red Oak Elem.	S. Schanen	Gr. K	Game Based Learning	\$274.00
Sun Path Elem.	D. McCloskey	Gr. 5	IXL Personalized Learning Site License	\$2,000.00
Sun Path Elem.	S. Peoples	Gr. 5	Ukuleles for Lifelong Learning & Engagement	\$1,980.00
Sun Path Elem.	S. Sabby	Gr. 2	Science Made Fun: STEM Residency	\$2,000.00
Sun Path Elem.	J. Schultz	Gr. K-5	Multi-Sensory Reading Intervention	\$1,095.00
Sweeney/Jackson	R. Schweigert	Gr. 2-4	Coding with Ozobot Evo	\$500.00
West Middle	B. Finke	Gr. 7	The Brain-Body Connection: Fidgeting Sharpens Focus	\$161.00
West Middle	E. Hills	Gr. 6-8	Creating Inventions with Micro:Bits & a 3D Scanner	\$1,380.00
Tokata (TLC)	B. Ficklin	Gr. 9-12	Plant Growth Experiment & Indoor Greenery	\$137.00
High School	E. Bruzda	Gr. 10-12	MiniOne Gel Electrophoresis Apparatus	\$1,116.00
High School	C. Javner	Gr. 10	Cleaning Up Oil Spills with Green Chemistry	\$1,384.00
High School	M. Johnston	Gr. 10-12	eGauge Solar & Wind Monitor	\$2,000.00
High School	W. Laughlin	Gr. 9-12	Instruments for Music & Sound Recording	\$2,000.00
High School	K. Lechleitner	Gr. 9-12	Tower Garden	\$925.00
High School	L. Rose	Gr. 9-12	Reading Prep: SHS Read-to-Me	\$300.00
High School	S. Wilson	Gr. 9-12	If These Walls Could Talk	\$1,800.00
High School/ Middle Schools	E. Matuza	Gr. 6-12	Suicide Prevention/Awareness Materials	\$550.00

\$29,491.00

SEEF has awarded 512 grants since 1992, totaling nearly \$399,000.



2019 - 2020 Teacher Grants

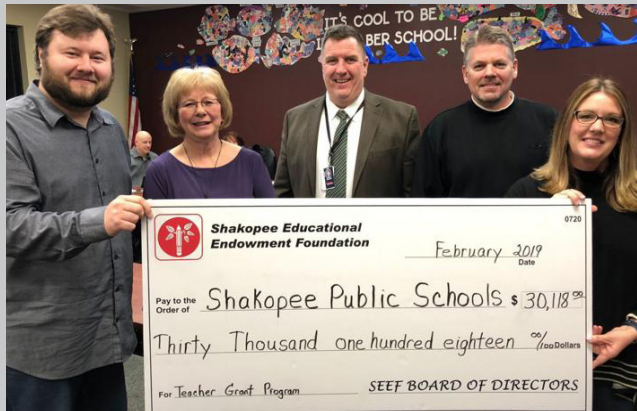
www.shakopeedfoundation.org



Mission of SEEF

The Shakopee Educational Endowment Foundation (SEEF) is dedicated to preserving and enhancing the quality of education in the Shakopee School District by funding projects that provide innovative opportunities for our students.

About Us



The Shakopee Educational Endowment Foundation (SEEF) is dedicated to preserving and enhancing the quality of education in Shakopee schools by funding cutting-edge technology, best practice programs and innovative instructional materials for our students. We believe in and support the excellence that has always highlighted the Shakopee School District. Thanks to generous donations from the community and school district staff,

SEEF has awarded more than 500 grants totalling nearly \$400,000 for projects that directly benefit Shakopee students.

Supportive But Separate

While contributions to the Shakopee Educational Endowment Foundation go to enhancing school district programs, the Foundation operates independently of the school district. We are a separate 501(c)(3) nonprofit organization comprised of parents and community members who are passionate about the quality of education in Shakopee. District staff submit written grant proposals to the Foundation board who, in turn, independently fund proposals that would best benefit students.

The Future Depends on our Community

The future of the Foundation relies on donations from a broad range of businesses, service clubs, local citizens and district staff. In order to continue to fulfill grant requests for innovative programs and initiatives, the Foundation is asking for your support. Donations of any amount are appreciated and vital to the Foundation and its mission. The Foundation invites planned gifts such as estates, wills, trusts, and annuities; and encourages annual pledges.

Donations are tax deductible and gifts of \$1,000 or more are recognized on the donor plaque at the Shakopee High School.



Grant Criteria

- Grants will be awarded in amounts up to \$2000 to support innovative projects that will enhance education and directly benefit Shakopee Public School students. Rarely, an exceptional project will be considered for a larger award. A request for special consideration must be discussed with one of SEEF board contacts listed below prior to submitting your application.
- Grants may receive full or partial funding. Proposed budgets should list the most important project items first.
- Grant funds must be used within 12 months of the award. Any balance remaining after that time will be returned to the Foundation and is no longer available to the grantee.
- All purchased equipment becomes the property of Shakopee Public Schools, not the grantee.

2019 Grant Recipients

2019 marks the 28th anniversary of SEEF. Grants are intended to fund innovative and creative programs that otherwise would not be available to students. This year, we received 36 applications for grants from teachers district-wide. 30 of the grants were funded, totaling \$29,491!

Central Family Center

Project Title: Document Camera for PACE Literacy Program

Teacher: Julie Sharpe

Project summary:

Having a document camera for this classroom will improve the instruction in these classrooms by providing support for developing writing skills. Students can both observe and demonstrate writing techniques with all of the students in the classroom. This enables students to practice peer writings strategies, as well.

Reading together will be enhanced by sharing whole books with the whole class. Even to practice read alouds and show illustrations in classrooms where we do not have Apple T.V.'s, white boards and LCD machines.

To demonstrate new technology skills this would be very helpful to our student's learning and skill development, This will increase the ability to monitor individual students. As work is projected to the entire class, both the students and the teacher can monitor work from anywhere in the classroom. We will be able to display maps, charts and graphs from textbooks. For show and tell kinds of things we will be able to demonstrate with the whole class.

Central Family Center

Project Title: Inclusion/Diversity Materials and Toys

Teacher: Allison Gill

Project summary:

Preschool students are at a critical age for identity development and understanding themselves and others. This project would work to enhance a previous grant that added a plethora of great diversity and inclusion books to our school library. This project would enhance the social/emotional curriculum already used at Central Family Center.

Project Title: Sensory Supports for Active Learning Engagement

Teacher: Steph Kaste

Project summary:

Everyone has a sensory system that we are using to constantly take in input from our environment, process that, make sense of it, and respond. Some children require higher levels of input in order to make sense of this information and formulate a response and some children require less levels as they are sensitive to the input within the environment.

By offering additional sensory supports for students in preschool at Central Family Center, I hope to help them find ways to maximize their ability to learn from their environment. I've included weighted items (blanket and animal) to go into every preschool classroom. As every room currently has a calm down corner to help students who need to take a break and regain composure. By providing items with weight for them to use, it will help provide a calming feeling to their possibly upset or agitated body. I am hoping that the timetable for activities will begin this year and I am hoping, as the items are durable and will hopefully last for the foreseeable future, that this project will be able to reach students in the coming years as well.

Project Title: Articulation Tools for Essential Learning

Teacher: Melissa Stevens

Project summary:

All humans need a voice in order to communicate with others. From birth children begin to communicate in a variety of ways, whether it be by babbling, crying, vocalizing, and using words. Most children are able to communicate using spoken language in order to get their wants and needs met, although some children display unintelligible speech due to an articulation disorder (errors in the production of individual speech sounds (e.g., distortions and substitutions) or phonological impairment (rule-based errors such as fronting, stopping, and final consonant deletion that affect more than one sound). Communication impairments that involve voice, speech, or language can limit a person's ability to participate in society, whether the activity is educational or social.

Our proposal calls for a variety of learning materials which include books, manipulatives, and articulation products in order to give the children additional ways to learn the sounds we are targeting. A multimodal learning environment supports the need for differentiated instruction, considering all learning needs in order to help every student succeed and get exactly what they need.

Project Title: Core Language Extension Activity Bins

Teacher: Debbie Arterbury

Project summary:

This year, the district has implemented a core vocabulary initiative which will develop a consistent communication approach for students with complex communication needs. Next year, the middle school and high school will also be included in this initiative. Core vocabulary refers to the small number of words that make up > 70-90% of what we say on a daily basis and allows communicators communicate for a variety of reasons (i.e., requesting, ask/answer questions, commenting, social greetings). Core Vocabulary paired up with content words (i.e., nouns) can help our students with complex communication needs become more effective communicators.

Setting III classrooms are using activities, visuals, and books to embed core vocabulary in daily activities. Pre-made activity bins, available for checkout, would facilitate in the continuous use of core vocabulary as students participate in activities that promote expressive and receptive language, including social communication.

Students with significant communication needs often are unable to participate in age appropriate activities due to their communication limitations. Core Vocabulary Extension Activity Bins would target that gap, by allowing students to participate in activities and games that have been adapted with the same core vocabulary that is being used in their classrooms.

These bins would be available to all Federal Setting III center-based early childhood classrooms, Autism Spectrum Disorder (ASD) and Developmental Cognitive Disability (DCD) elementary- high school level classrooms. Bins would be housed at different buildings and can be checked out or on a rotation schedule.

The Extension Activity Bins would include various activities that would be appropriate for various age and ability levels. The Extension Activity bins will include store brought materials (games/ books), core boards with related vocabulary, modeling phrases for all communicators (i.e., 2 word phrases, 3 word phrase, etc), scripts to model social exchanges, and adaptive equipment to allow for all students to participate. For example, Bin #2 would include card holders to accommodate students that can't hold cards in their hands.



District Wide Grades K-5

Project Title: District Wide K-5 Literacy and Art

Teacher: Alison Kopseng

Project summary:

By bringing literacy into the art room through books, we want to combine the district vision for literacy with important art concepts. Elementary students will be able to better understand key vocabulary through our modeling of how to read a book, as well as increase their fluency and comprehension of art concepts. Students will participate in class discussions on key topics and practice making predictions about the stories. Various art-related picture books will help all of our learners, especially our English Language Learners, as the illustrations and other visuals with aid in their understanding. All of these literacy methods will not only help reinforce art curriculum and concepts, but it will also support general classroom teachers with reading curriculum.

Eagle Creek Elementary School

Project Title: Early STEM Exploration

Teacher: Cecilia Laland

Project summary:

STEM education plays a large role in preparing our students for their future. When students are young, they have an incredible sense of curiosity for everything around them. Student learning is endless when these curiosities are pursued. Learning through exploration allows the students to find new interests while working with others in a creative and collaborative environment. STEM exploration allows students to seamlessly integrate content areas that require them to problem solve and think outside of the box.

My proposal for Early STEM Exploration includes a fully loaded mobile STEM station kit. This kit includes eleven of Lakeshore Learning's most popular STEM kits that are specifically designed for grades Pre-K - 2nd grade. The rolling cart has a giant one-inch grid and rulers on the top for students to use to measure. The cart also has magnetic white boards on each side of the cart for students to draw their designs and create plans for their projects. The cart is easy to maneuver around the classroom and within other first grade classrooms on the team.

In the classroom students would have the opportunity to explore the STEM station during morning free time if they choose. I would also include the STEM station as one of my five math centers. Students engage in three math rotations each day, so this would allow three of my five math groups to explore the STEM station each day. The students would be able to work together in their small group or individually to explore the STEM kit of their choosing. The students would be able to utilize the carts magnetic white board and building top to complete the different STEM kits.

Project Title: First Chapter Friday

Teacher: Jackie Schaaf

Project summary:

Each Friday of the school year, I read the first chapter of a third grade appropriate book to my class. I have purchased multiple copies of the books so that after I read the first chapter, interested students are able to take a copy of the book home to continue reading.

Students will complete a short book review when they have finished the book, which will allow them to recommend the book to others in the class. The purpose of this is to build reading excitement for students and also allow them access to additional reading materials at home.

All students in my class are the target learners, but I especially hope to increase reading opportunity for students who may not have access to ample reading material at home. This project has already started in my classroom, and would complete on May 29, 2020. There are 30 Fridays on the school calendar this year, so I am hoping to obtain multiple (3) copies of 30 books.

Project Title: Building Literacy and Math with a Block Center

Teacher: Jenn Bartley

Project summary:

Each week during Guided Math I have a block/construction center. This is an opportunity for students to work together to build, create, and problem solve. By adding interesting manipulatives to the construction center students will be able to incorporate all aspects of learning into one simple center. Adding literature about the building and design process will help students to make realworld connections.



Eagle Creek Elementary School

Project Title: Stem Residency- Science from Scientists!

Teacher: Merie Elise Silkey

Project summary:

Science from Scientists (SfS), a nonprofit STEM enrichment education organization. Our during-school program measurably improves the aptitude and attitude of 3rd- through 8th-grade students in STEM. Our mission is to inspire a wider variety and greater number of students — regardless of circumstances or means— to pursue careers in STEM fields.

With our traditional in-school module-based program (ISMB) we make it incredibly easy to bring the magic of STEM to life for students and teachers, alike. We send two charismatic scientists to a school to teach a full day of hands-on STEM lessons from anywhere between 1 day, up to every other week. Classroom teachers work with our scientists to select lessons; we have over 85 lessons in our library that cross all domains of STEM (e.g. chemistry, physics, life science, earth science, engineering, technology). All lessons are aligned with the Framework for K-12 Science Education and state academic standards, and are written in the 5E Instructional Model for inquiry-based learning.

We intersect students & teachers with STEM Professionals. Schools tell us they love the program because we provide real scientists with fun hands-on activities and are inspiring students to ask questions, helping to develop & utilize skills needed in STEM areas, and fostering relationships between classroom teachers, students and scientists. They also appreciate that they don't have textbooks becoming outdated & taking space in classrooms, or broken kit materials that need replacing or go unused. And finally that our program provides teachers interactive and real-time/in-class PD as they adjust to teaching in a more inquiry-based way. This short video summarizes the program experience.

Our targeted learners include all of our students from 5th grade here at Eagle Creek. Many of our students mention that what excites them most about Science is being able to be hands-on with the materials. This program will allow for that through inquiry-based learning plus the added bonus of showing real professionals from different areas of science as presenters. In terms of timing, if awarded this grant, we would connect with the Science from Scientist program to determine the best match from the STEM domains that works with timing for all. There are simply so many lessons to choose from- we will have to whittle down our wish list to the absolute favorite.

Red Oak Elementary School

Project Title: Game Based Learning

Teacher: Shelly Schanen

Project summary:

Games teach students in a hands-on and more functional way than typical school work. Board games provide many learning opportunities while having fun. Some of the learning targets are counting, one-to-one correspondence, turn taking, rule following. I also want to give my students more chances for problem solving, critical thinking, creativity, and executive function. I will introduce the games slowly, one at a time, making sure to teach the rules explicitly. Once the students have the opportunity to play a certain game and get the hang of it, I will introduce another game. Eventually there will be many games to choose from for the students. Games teach students in a hands on and more functional way when typical school work.

Project Title: Native American Shoulder Bag Art Project (from the Minnesota History Center)

Teacher: Sari Flatness

Project summary:

This project serves three main purposes including: Introduce Ojibwe culture, history, and arts, both past and present, as well as honor the story of the artist who created the bag's preprinted design, and encourage artistic expression, particularly in the bag's blank spaces. While students are working on this project, we also listen and analyze the flute music of Darren Moose of the Mille Lacs Band of Ojibwe. He wrote and recorded the flute music included in the Resource packet that we use.

In the Native American unit of study, there is no singing that can be done out of respect for their culture. These Ojibwe shoulder bags and flute music provide a unique and engaging way for students to be involved musically. Students will be able to participate in a way that is respectful to this culture. Using these bags and listening to the flute music of Darren Moose of the Mille Lacs Band of Ojibwe will enhance what they have already been studying and make this unit something they will remember!

Project Title: Discover. Create. Learn.

Teacher: Kaitlin Wermerskirchen

Project summary:

The targeted group of learners are my kindergarten students, and the light table and manipulatives would be used daily through morning discovery time and during our designated literacy and math center times.

Kindergartners will be able to use this tool independently, in pairs or small groups throughout our day to benefit their unique learning styles.

Project Title: Basic Beat 8-Note Glockenspiels

Teacher: Julie Lund

Project summary:

These musical instruments would be used by Kindergarten and First Graders during their music time. They are light, have color-coded bars and a very pleasant sound. In addition, our Special Needs students in all grades can benefit from these easy-to-use instruments.

In concert, these glockenspiels could be used to accompany the songs by playing a bordun or ostinato pattern. There are several books that we read to K and 1 which we could use the glocks as sound effects. Singing patterns such as So Mi could be also played on these instruments, reinforcing the relationship between So and Mi visually as well as audibly. These types of instruments can help our differentiated types of learners: visual, auditory and kinesthetic.

Sun Path Elementary School

Project Title: High Touch High Tech Science Made Fun STEM Workshop Residency

Teacher: Stacy Sabby

Project summary:

High Touch High Tech Workshops offer fun, educational, and hands-on science workshops right inside our classrooms! All programs align with the Minnesota Academic Science Standards and include high participation activities for every student. The program includes all equipment and materials needed for the intensive, educational experiences and include take-home experiments for each residency to share with families. We would like to have a specialist visit our school for three different residencies connected to our curriculum.

The residency labs include Primarily Plants (standard 0.4.1.1), What's the Matter (standard 2.2.1.1), and Dig It (standard 4.3.1.3). The specialists would instruct our class for 45-60 min. lessons bringing science to life in our classrooms. We would have a residency in December, March, and May that align with our science curriculum. The specialist would visit all four of our classrooms for an hour. Two classrooms would complete the residency in the morning and two classrooms would complete the residency in the afternoon.

Project Title: UKULELES - community, lifelong learning, engagement, equity, and more

Teacher: Stephanie Peoples

Project summary:

A sense of inclusive community and diversity will be addressed in this project. My first experience playing a ukulele was at a session at the Iowa Music Education Conference. The clinician talked about how often the ukulele is meant to be played in a community environment. Sometimes music performed in schools has an invisible wall between the audience and performer.

This clinician said that often in Hawaii, everyone gets together and sings or plays ukulele and other instruments together as a community. There is no audience because everyone participates in one way or another. It feels more like inclusive community music-making vs. the kind with an invisible wall between performers and audience. I hope for this project to create a sense of community with my students.

This is a diverse perspective on musicmaking because often schools in the mainland U.S. focus on choirs or bands where the performers and audience are separate (although there is great value in this mode of music-making as well). Part of the 5th grade general music curriculum is analyzing World Music as well.

Lifelong learning will be addressed in this project. I often notice that children participate in band throughout their school years but very few continue with their instrument beyond high school or college. I notice that most adults that still play an instrument (and did not major in music in college) are guitar players. Ukulele is very similar to guitar, but smaller. Therefore, ukulele is much more developmentally appropriate for elementary students. The transition to guitar is much easier if starting on ukulele. There are numerous free resources on-line for students to continue ukulele or guitar on their own outside of class and I will address how to find these during class.

Project Title: Prodigy and I-XL

Teacher: Danielle McCloskey

Project summary:

IXL is a program students can use on a daily basis in the classroom on their ipads. Teachers can set up IXL lessons for students to work on that match the lesson objectives and learning targets. The program is for all level of learners in the areas of math, reading, science and social studies. The program can be used daily in class as a learning station, as a morning work exercise, as an exit ticket for a skill, or as a class lesson together on the Smartboard.

IXL is designed to help students achieve authentic skill mastery, and research shows that this approach works because they are motivated with the technology component of the program. When students consistently reach proficiency and mastery of IXL skills, schools see as much as a 16-point bump on state assessments. Research also found that one additional IXL skill mastered, per student, per week, would lead to a large learning gain.

Teachers can set a SmartScore goal of 80 (proficiency) on core skills, and encourage students to reach for 100 (mastery) as an added challenge.

Project Title: Multi-Sensory Reading Intervention (Sonday System 2)

Teacher: Jackie Schultz

Project summary:

The request for purchase of the Sondag System 2 multi-sensory reading intervention system will allow for special education students who are reading below grade level to have access to an intensive intervention reading curriculum.

The Sondag System 2 is designed based on research-based methods that provide effective reading intervention within small group settings. This project would target students who receive reading intervention through special education qualifications. Students for this project have been identified with learning disabilities in reading. They require additional teaching that is not provided within the general education curriculum.

This reading curriculum supports students who need intervention in the areas of phonological awareness, phonics, fluency, vocabulary and comprehension. All of these components of reading are included in this intervention curriculum.

Sweeney Elementary and Jackson Elementary Schools

Project Title: Coding with Ozobot Evo

Teacher: Rachael Schweigert

Project summary:

The Young Scholars program will be starting its fifth year for the 2019-20 school year. We provide innovative enrichment programming district wide for all students K-5, in all five elementary school buildings. This project will provide resources to the Young Scholars program that serves students who have been underrepresented in gifted services. We also provide programming for ALL students with our push in lesson model.

The resources I am asking for will allow students use to Ozobots to learn about coding and computer concepts. Teaching and implementing growth mindset strategies is also an integral part of our programming, and we strive to implement growth mindset strategies during all push in lesson models. Students will be able to code using blackly, and code by coloring using Ozobot Evo. This project aligns with state standards for Science, Math and Technology. The Ozobot Evos is an ongoing project and the Ozobots can be used year after year. There are hundreds of free online Ozobot lessons and resources available to classroom teachers to keep the learning new and challenging.

Tokata (TLC)

Project Title: Plant growth experiment and indoor greenery for the TLC

Teacher: Ben Ficklin

Project summary:

My biology students need to learn a lot this year. They will need to learn about the scientific method, cellular respiration, photosynthesis, reproduction, how plant cells differ from animal cells and much more. I would like to provide the students with the opportunity to tie all that together into one phenomena/event. I will have my students propose an experimental procedure early in the year for some spider plants. They will plant and grow these plants throughout the year and we will be able to check back in on the effect of hours of light on the growth of plants. Then, when each students graduates the school or the end of the year comes around, the students will be able to take a houseplant with them to remember us by.



Project Title: Creating Inventions with Micro:Bits

Teacher: Eric Hills

Project summary:

Using Micro:bits and a 3D scanner, students can create all sorts of incredible inventions. Micro:bits are a programmable circuit board that can be connected to sensors, switches, and wires to create all sorts of inventions from video games to The 3D scanner would be used to create pieces that students could add on to their micro:bits projects as well as create additional 3D printed files. This would be open to all students in the school who utilize our Makerspace found in our media center as well as any classes that want to partner with me on using these tools in their classes.

Project Title: The Body-Brain Connection: Fidgeting Sharpens Focus

Teacher: Bruce Finke

Project summary:

My 7th grade classroom is composed of a variety of learners throughout the day with many learning styles and reading levels. They will range from the at-risk to high achieving and special needs to everyone in between. The latest addition to my classroom is a small wall of manipulatives that has gained an abundance of attention ... a fidget wall. Many students identify with various types of gadgets and fidgets to manipulate their hands, which ultimately allows them to focus better. A subtle fidget may help block out distractions, fight boredom (not to say I am a boring teacher), and increase productivity. It may help my students by impacting their learning in a positive way, allowing them to read and focus on the lessons that are taught instead of fighting hyperactivity or wanting to wander about the classroom



West and East Middle Schools and High School

Project Title: Suicide Prevention/ Awareness Materials for SHS and East & West Middle Schools
Teacher: Emily Matuza

Project summary:

The goal is to educate and inform students at SHS about Suicide Prevention.

The opportunity presented in this project is to support mental health awareness through suicide prevention materials including posters, positive statement decals for mirrors/stalls in the bathrooms and suicide hotline decals for the schools.

High School

Project Title: MiniOne Gel Electrophoresis Apparatus for Principles of Biomedical Sciences
Teacher: Emily Bruzda

Project summary:

The Biomedical Project Lead the Way courses are continuing to grow every school year. The course, Principles of Biomedical Sciences, requires the use of a gel electrophoresis apparatus for multiple labs and units. We have grown the program so that multiple classes are running simultaneously and we are in need of more gel electrophoresis chambers.

The students we are targeting range from 10th to 12th grade students in the health science academy, but often there are students from all the academies taking the course. The labs where they would be exposed to the gel electrophoresis technology are spread through the entire semester long course and it is scaffolded so students are performing gel electrophoresis about 2/3's of the way through the curriculum. The electrophoresis technology can also be used in the advanced Biomedical course, Medical Interventions, College in the Schools: Human Physiology, Technology, and Medical Devices, and AP Biology.

Project Title: eGauge Solar & Wind Monitor
Teacher: Matt Johnston

Project summary:

Our school's ELC has solar panels and a wind turbine that generate renewable energy for the school. However, we currently don't have a good way of demonstrating to students how much electricity is generated or how much money is saved. The eGauge monitor is a web based monitoring system that shows in real time how much electricity is being generated by our system and how much money is being saved. These numbers can be used in courses throughout our Environmental Science Pathway to teach students about renewable electricity.

Project Title: Cleaning Up Oil Spills with Green Chemistry

Teacher: Cassidy Javner

Project summary:

In our chemistry department we have been working to implement the new Next Generation Science Standards in our classrooms. These standards promote engineering, scientific thinking, and modeling in addition to learning the chemistry content material. In addition as a chemistry team we feel that it is important to incorporate sustainability practices, green chemistry, and environmental education into the chemistry coursework.

Our goal is to incorporate environmental issues into each unit in order to engage all students in class and increase attendance. One of the standards states that students will be able to “evaluate or refine a technological solution that reduces impacts of human activities on natural systems.” Students will learn about real-world concepts of petroleum, plastics, and renewable polymers, in addition to the chemistry concepts of intermolecular forces and separation techniques. This grant will support student work on this standard through the context of oil spills on ocean ecosystems. Currently there are several techniques that are used to clean up oil spills such as dispersants and sorbents but they have negative effects on the environment.

Recently, PLA has been researched as a sorbent that could be used to clean up oil spills. In this experiment students will create a filtration system out of PLA to clean up a simulated oil spill. This experiment will take approximately 4-6 class periods to complete. One class to create the PLA filters, one class to explore how oil/water interact with the filters, one class to clean up an oil spill, and one to three classes to evaluate the method and complete the paper, project, or presentation. This project will provide students a hands-on, engaging opportunity to explore how chemistry can be used as a solution to solve problems in the environment.

Project Title: Tower Garden

Teacher: Katie Lechleitner

Project summary:

In the course, Nutrition for the Human Body students learn about nutrition and how important it is for the health of the human throughout the lifespan. A Tower Garden can provide students the wonderful opportunity of bringing outside learning indoors to the classroom. Students can learn about the process of where food comes from, how it is grown, what it looks like as it grows and the nutrients and irrigation needed to produce the optimal product.

Once the garden items are harvested, students will be able to prepare recipes with the food that they have grown. They can compare and contrast the differences in flavor, product freshness and nutrition. This is an ongoing Farm to Table project that will be used and maintained throughout the year.

High School

Project Title: Instruments for Music and Sound Recording

Teacher: Wade Laughlin

Project summary:

We currently offer a Music and Sound Recording course at the high school. The course was budgeted with live music recording in mind (so we do own microphones and mixers), as well as some small MIDI keyboards for the classroom. The missing component is the instruments: guitars, basses, drums, amplifiers, etc.

Currently, the available instruments have either been donated (one guitar, one ukulele) or “loaned out” from the two instructors. We would love to give our kids a chance to record with actual instruments, and, given student interest, start providing a time/space after school for students (both in our class and not in the class) to do what musicians and producers do: gather, write, share ideas, record. The high school offers tremendous opportunities for “traditional” music students (Wind Ensemble, Jazz Band, Choir, etc).

We would like to expand music’s reach to, say, a student who never thought about playing guitar until she heard a guitar arrangement on the bus to school. We would also like to reach students who toil in their basements and bedrooms learning to play, say, ukulele or bass, and give them a chance to share and augment their talents.

I taught music at a school for students with severe emotional/behavioral disabilities soon after the principal had sold all the traditional music equipment and purchased guitars, basses, and pianos. I saw the immediate change in students’ classroom interest. If we were able to secure funds, we would be able to begin finding these instruments at Music-Go-Round and other resellers, and get them into kids’ hands right away.

Project Title: Reading Prep: SHS Read-to-Me

Teacher: Lisa Rose

Project summary:

During the 2018-2019 school year, Reading Prep students engaged in authentic service learning opportunities. The research-based service learning was embedded with skills and strategies that built leadership and reading engagement as students promoted literacy in the community.

In the first semester’s Read-to-Me project, Reading Prep student partners collaborated as audiobook narrators. The activity was embedded with fluency and comprehension skills as students analyzed the author’s craft, as well as key ideas and details in childrens’ picture books. Students developed oral reading fluency and digital learning by recording and editing their narration. Doug Keddie with Digital Coaching helped coordinate and send the recordings with accompanying QR codes to the elementary schools. Indeed, the audio books had such an impact that schools requested more narrated books! In a personal interview, one Sweeney student rated the audiobook a “10/10” with all ten fingers enthusiastically displayed.

This school year, the aim is to expand the program by offering more picture books for narration and affording Reading Prep students the opportunity to take a field trip to Jackson Elementary and read their audiobooks with students.

Project Title: If These Walls Could Talk

Teacher: Shawna Wilson

Project summary:

Students will spend about 5,824 hours at Shakopee High School between 9th and 11th grades. We have an AMAZING new facility with state-of-the-art lab spaces and classrooms. However, we lag behind in what elementary schools have done well for so long - creating a sense of community and belonging on our walls - reflective on bulletin boards and display cases. What do our walls say at the High School? Not much right now!

If These Walls Could Talk utilizes our Exploring Education students (current and former who may become a Teaching Assistant in the future), to help all teachers and staff beautify their existing bulletin boards, display cases or classroom walls to more fully engage students & better reflect their content. "Scientific studies reveal the unexpected importance of a classroom's symbolic features, such as objects and wall decor, in influencing student learning and achievement in that environment. Symbols inform students whether they are valued learners and belong within the classroom, with far-reaching consequences for students' educational choices and achievement." (Cheryan, Ziegler, Plaut, & Meltzoff, *Designing Classrooms to Maximize Achievement*, Policy Insights from the Behavioral and Brain Sciences, vol.1, 2014)





Shakopee Educational Endowment Foundation,
PO Box 144
Shakopee, MN 55379
www.shakopeeedfoundation.org

Pathways to Graduation (Class of 2022 and Beyond)

EL Level	State Standards	Freshman Seminar	Financial Literacy	Program of Study	Total # Credits For Graduation
Level 1	Modify Science/Math Sequence (based on state standards)	Exempt	Exempt	Exempt	50
Level 2	Modify Science/Math Sequence (based on state standards)	No change	No change	Exempt	52
Levels 3-5	No change	No change	No change	No change	56

SHAKOPEE SCHOOL DISTRICT SHAKOPEE TOWN SQUARE LEASES

OVERVIEW

Both the District Office and Tokata leases at Shakopee Town Square expire in 2020. The spaces work well for both functions and therefore lease renewals have been pursued. Tokata has expressed an interest in expanding its services and the ability to expand its space is important should that possibility become a reality. Shakopee Town Square has some deferred maintenance items that have been communicated to and acknowledged by the landlord, including exterior painting, parking lot paving and roof repairs. Additionally, appropriate financial protection for the District is to be considered. TaTonka Real Estate Advisors, agent Corey Whitbeck, was engaged by the District to explore renewal terms for each lease and the following is a summary of those efforts.

CURRENT SCENARIO

District Office	Tokata
Square Feet: 25,433	Square Feet: 12,351
Net Rent: \$9.50 PSF	Net Rent: \$6.00 PSF
Ops & Taxes: Actual Costs	Ops & Taxes: Actual Costs
Expiration Date: 10/31/20	Expiration Date: 7/31/20
Notice to Renew: 1/31/20	Notice to Renew: 1/31/20
Renewal Option Rate: \$9.50	Renewal Option Rate: \$6.00

NEGOTIATED RENEWAL TERMS

District Office	Tokata
Square Feet: 25,433	Square Feet: 12,351 with the ability to expand by approx. 50% with notice by April 1, 2020
Renewal Term: 3 years (Dec. 1, 2020 to Nov. 30, 2023)	Renewal Term: 5 years (Aug. 1, 2020 to Jul. 31, 2025)
Termination: Tenant has the right to terminate annually if School Board does not appropriate funds for lease	Termination: Tenant has the right to terminate annually if School Board does not appropriate funds for lease
Net Rent: \$6.00 PSF	Net Rent: \$6.00 PSF
Ops & Taxes: Actual Costs	Ops & Taxes: Actual Costs
Improvement Allowance: Up to \$5.00 PSF, to be amortized and added to rent if used	Improvement Allowance: Up to \$50.00 PSF on only the expansion space (if any), to be amortized and added to rent if used
Future Renewal Options: Two 3-year options to renew	Future Renewal Options: Two 3-year options to renew
Landlord Work: Paint exterior in 2020, pave parking and repair roof in 2021	Landlord Work: Paint exterior in 2020, pave parking and repair roof in 2021
Tenant Self-Help and Offset Rights: If Landlord does not perform its duties or pay allowances, Tenant can self-perform those duties and offset against rent equal to the costs incurred for self-performance	Tenant Self-Help and Offset Rights: If Landlord does not perform its duties or pay allowances, Tenant can self-perform those duties and offset against rent equal to the costs incurred for self-performance



SHAKOPEE SCHOOL DISTRICT SHAKOPEE TOWN SQUARE LEASES

SUMMARY

While leasing property carries the burden of paying property taxes that would otherwise be avoided in District owned facilities, the leasing of space for the District Offices and Tokata at Shakopee Town Square provides significant flexibility to grow, shrink or eventually vacate. It also avoids significant capital costs of retrofitting existing properties owned by the District or building new facilities to accommodate these requirements. The proposed rents are very favorable as current quoted net rents in Shakopee for office space are generally in the range of \$12.00 to \$14.00 PSF Net for office space, \$14.00 to \$20.00 PSF Net for retail and \$4.50 to \$5.00 PSF Net for warehouse space. At renewal rents of \$6.00 PSF Net, the District is essentially getting highly improved space that meets its current needs at just above warehouse rates and significantly below the initial rates for each original lease. As such, it is TaTonka Real Estate Advisors recommendation to proceed with the finalizing and execution of the negotiated leases.



LEASE AGREEMENT (Tokata Learning Center)

DATE: _____, 2020

PARTIES: MSB Holdings – Shakopee, LLC, a Minnesota Limited Liability Company
("Lessor")

Independent School District No. 720, a public corporation under the laws of the State of Minnesota ("Tenant")

RECITALS:

- A. Lessor and Tenant are parties to that certain Lease dated May 7, 2012 (the "Original Lease"), which Original Lease was modified by the First Amendment To Lease dated December 7, 2012 and Second Amendment To Lease dated October 29, 2018 (collectively, the "Lease").
- B. Tenant occupies approximately 12,351 square feet (the "Premises") located at 1110 Shakopee Town Square, Shakopee, Minnesota (the "Building").
- C. The Parties have reached an agreement with respect to the amendment of the Lease, which they wish to reduce to writing.

AGREEMENT:

In consideration of the following terms and conditions, the parties agree as follows:

- 1. **Recitals.** The foregoing recitals are true and are incorporated herein.
- 2. **Effective Date.** The "Effective Date" of this Third Amendment to Lease (this "Amendment") shall be upon the Date above.
- 3. **Expansion Premises.** Tenant shall have the option to expand the Premises by approximately 6,000 square feet in either (i) the contiguous space to the north, shown as Space A on the attached plan, or, but solely to the extent then available, (ii) Suite 1112 to the south should the existing tenant relocate, shown as Space B on the attached plan (as applicable, the "Expansion Premises"). Tenant shall provide Lessor written notice of its intent to lease the Expansion Premises and choose between Space A or, if available, Space B, by no later than April 1, 2020. If Tenant gives such notice, then the term for the leasing of the applicable Expansion Premises under the Lease shall commence on the Renewal Term Commencement Date (defined below) and expire on the expiration of the Renewal Term, as the same may be extended pursuant to the renewal options described in Section 7 below. If Tenant does not give such notice, then Tenant shall have a continuing right to expand into the Expansion Premises so long as it elects to do so by notice to Lessor by no later than April 1, 2021, and so long as, at the time of such election, the applicable Expansion Premises

(i.e. Space A or Space B as so selected by Tenant) has not been leased to a third party. In the event that Tenant elects to expand into the Expansion Premises as set forth above, then the term for the leasing of the Expansion Premises under the Lease shall commence on August 1, 2021, and expire on the expiration of the Renewal Term, as the same may be extended pursuant to the renewal options described in Section 7 below. In the event that Tenant leases the Expansion Premises pursuant to the provisions of this Section 3, (a) Lessor shall deliver the Expansion Premises to Tenant by no later than sixty (60) days after the receipt of the expansion notice for the purpose of Tenant's construction of improvements to the Expansion Premises and the set-up of FF&E, (b) beginning on Lessor's delivery of the Expansion Premises to Tenant all of the terms and conditions of the Lease shall apply to the Expansion Premises, except that no Monthly Base Rent, Operating Expenses or Real Estate Taxes shall be payable until commencement date for the leasing of the Expansion Premises, (c) Lessor shall deliver the Expansion Premises in shell condition including demising walls, utilities stubbed to the space and typical HVAC service, (d) the Monthly Base Rent for the Expansion Premises shall be equal to \$6.00 PSF/YR, subject to increase as described in Section 7 below during any Option Terms, and (e) Tenant shall be entitled to the Renewal Term Allowance described in Section 8 below.

4. **Renewal Term Commencement Date.** August 1, 2020.
5. **Renewal Term.** The Term of the Lease is hereby extended, pursuant to all of the terms and conditions of the Lease, for an additional period of five (5) years beginning on the Renewal Term Commencement Date.

6. **Monthly Base Rent.** Monthly Base Rent for the Renewal Term is as follows:

Renewal Term	Annual Rent per square foot	Monthly Base Rent
8/1/20 - 7/31/25	\$6.00	\$6,175.50

Monthly Base Rent does not include Operating Expenses or Real Estate Taxes.

7. **Renewal Options.** Tenant shall retain the Option Terms as outlined in Paragraph 2 of the Original Lease. Except however, the Monthly Base Rent for the first Option Term (i.e. 8/1/25 -7/31/28) shall be \$7,462.06 (i.e. \$7.25 PSF/YR) and for the Second Option Term (i.e. 8/1/28 -7/31/31) shall be \$8,748.63 (i.e. \$8.50 PSF/YR). If Tenant has exercised the Expansion Option, the Option Terms shall apply to the Expansion Premises and the Monthly Base Rent for the Option Terms shall be adjusted to account for the square feet in the Expansion Premises.
8. **Improvement Allowance.** Lessor shall make available to Tenant, but at Tenant's option, an allowance adequate to "turnkey" Tenant's desired improvements to the Premises and Expansion Premises (if any), but not to exceed \$50.00 PSF of the Expansion Premises (the "Renewal Term Allowance"). The Renewal Term Allowance shall be available to Tenant for a period of twelve months commencing sixty (60) days after receipt of expansion notice. Any Renewal Term Allowance

utilized by Tenant shall be amortized over the remaining Renewal Term at an interest rate of 7% and added to the Monthly Base Rent outlined above. The Renewal Term Allowance can only be used for costs of improvements to the Premises and Expansion Premises, with such costs including general improvements, design and engineering, project management, signage, move related costs and cabling. Lessor agrees that Tenant shall not have any obligation to remove any of the initial improvements to the Expansion Premises or related modifications to the Premises upon the expiration or early termination of the Lease. Lessor shall pay the Renewal Term Allowance (or applicable portion thereof) to Tenant not later than thirty (30) days following Tenant's written request therefor, which request includes invoices or other reasonable evidence showing that Tenant incurred the costs for which it is requesting the Renewal Term Allowance. If Lessor fails to timely pay all or any portion of the Renewal Term Allowance so requested by Tenant, the entire portion of the Renewal Term Allowance requested by Tenant shall nonetheless be amortized and added to the Monthly Base Rent as described above; provided, however, that if such failure by Lessor to fund the Renewal Term Allowance continues for fifteen (15) days following a second notice (i.e. a reminder) from Tenant to Lessor of Lessor's obligation to fund the Renewal Term Allowance, then in addition to Tenant's rights and remedies in connection with a default by Lessor thereunder, and without limitation of Tenant's other rights under the Lease, or anything to the contrary set forth in the Lease including Section 14 of the Original Lease, Tenant may deduct from the next installment(s) of Monthly Base Rent and Tenant's Pro Rata Percentage Rent (as increased as aforesaid) the amount of the Renewal Term Allowance so requested until fully funded (including interest at the rate of 7% such that the interest rate built into the Monthly Base Rent is nullified). Any demising costs and/or reconfiguration of the common areas, such as corridors, entryways, bathrooms, etc. shall be at the sole cost of the Lessor and shall be completed prior to delivery of the Expansion Premises to Tenant. If Lessor fails to deliver the Expansion Premises in the condition required under this Section 8 or complete the demising and reconfiguration required in the foregoing sentence, and if such failure continues for fifteen (15) days following a second request for compliance, then Tenant shall have the right, but not the obligation, to perform Lessor's obligations and can deduct from the next installment(s) of Monthly Base Rent and Tenant's Pro Rata Percentage Rent the amounts expended by Tenant in doing so unless Lessor pays such amounts to Tenant within fifteen (15) days following demand accompanied by an invoice.

9. **Operating Expenses and Property Taxes.** During the Renewal Term, Tenant shall continue to pay Tenant's Pro Rata Percentage Rent of Interior CAM, Exterior CAM, and Real Estate Taxes in accordance with the Original Lease.
10. **Utilities.** During the Renewal Term, Tenant shall continue to pay for utilities in accordance with the Original Lease.
11. **Condition of Building.** Lessor is working on a redesign of the Center to complement the types of uses of the tenants, and Tenant shall be consulted in connection with any such redesign. Further, Lessor, at Lessor's sole cost using first class materials and

methods and in a good and workmanlike manner, agrees to perform certain Center work (collectively, the "Lessor Work") by the dates set forth below:

Description of Work	Deadline
paint the exterior of the building	August 1, 2020
Continue repairing the parking lot in phases	August 1, 2021
Continue repairing the building roof in phases	August 1, 2021

12. **Early Termination.** During the Renewal Term or Option Terms (if any), Section 4 of the Addendum to the Original Lease, shall continue to apply. Provided however, the last two sentences of said Section 4 shall be deleted in their entirety and replaced with the following: "The Premises (including the Expansion Premises, if applicable) shall be delivered to Lessor in the same condition, except for improvements made during the Renewal Term, as it was on the Renewal Term Commencement Date, reasonable wear and tear and damage by casualty excepted. Upon said delivery, this Lease shall terminate effective the last day of the fiscal year, and thereafter Tenant shall have no further obligation to pay Rent, PROVIDED HOWEVER, that nothing contained herein shall relieve Tenant from its obligation to pay Lessor the unamortized portion of the Renewal Term Allowance outstanding as of the date of termination along with any unamortized leasing costs, which unpaid portion shall be immediately due and payable by Tenant to Lessor on said date of termination." As used in the foregoing sentence, "leasing costs" shall mean the commission paid by Lessor to Tenant's Broker pursuant to the provisions of Section 13 below.
13. **Lessor Default.** Notwithstanding anything to the contrary set forth in Section 14 of the Original Lease, in the event Lessor defaults in the performance of any of its obligations, covenants or warranties under this Third Amendment to Lease and such default continues for a period of thirty (30) days after written notice thereof to Lessor from Tenant specifying the nature of such default, or such additional period as Lessor may reasonably require to cure the same (except in an emergency that Lessor shall fail to cure immediately), in addition to all other rights and remedies available to Tenant, Tenant may, at its option, cure the same on behalf of Lessor, whereupon the cost of such curing shall be immediately due and payable to Tenant from Lessor upon written demand therefor by Tenant. Failure of Lessor to reimburse Tenant shall entitle Tenant to deduct the cost thereof from the next subsequent rents due under the Lease.
14. **Leasing Commission.** Lessor shall pay a leasing commission to TaTonka Real Estate Advisors ("Tenant's Broker"), in connection with this Amendment in the amount of \$0.50 per square foot of the Premises per year of the Renewal Term within thirty days of the Effective Date. Additionally, if Tenant exercises the Expansion Option, Lessor shall pay Tenant's Broker a leasing commission in the amount of \$0.50 per square foot of the Expansion Premises per year of the Renewal Term within

thirty days of Tenant's exercise of the Expansion Option. Further, should Tenant (i) exercise an Option Term and (ii) notify Lessor that TaTonka Real Estate Advisors is acting as Tenant's advisor at such time of exercise, Lessor shall pay Tenant's Broker a leasing commission in an amount of \$0.50 per square foot of the then premises for which the Option Term applies per year of Option Term. The parties warrant and represent that there are no other brokers involved with this Amendment to which there is any commission or other compensation owed related to this Amendment, other than Colliers International MN, Lessor's broker, under separate agreement with Lessor.

- 15. **Lessor Representation and Covenant.** Lessor represents and warrants to Tenant that no mortgage or other lien currently encumbers the Center. Lessor covenants with Tenant that Lessor shall use its best efforts to obtain financing to fund the Renewal Term Allowance and the Lessor Work.
- 16. **Interpretation of the Third Amendment to Lease.** Except as expressly amended, supplemented or modified by this Amendment, the Lease shall continue in full force. All capitalized terms contained in this Amendment, unless specifically defined herein, shall have the meaning ascribed to them in the Lease.
- 17. **Binding Effect.** This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Lessor and Tenant have caused this Amendment to be executed as of the day and year first above written.

**INDEPENDENT SCHOOL DISTRICT
NO. 720, A MINNESOTA PUBLIC
CORPORATION**

**MSB HOLDINGS – SHAKOPEE, LLC,
A MINNESOTA LIMITED LIABILITY CO.**

By _____

Its _____

By _____

Mike Myhre
Its Real Estate Manager

By _____

Its _____

**EXHIBIT A
DEPICTION OF THE EXPANSION PREMISES**

[SPACE A]

[Lessor to insert]

[SPACE B]

[Lessor to insert]

LEASE AGREEMENT (District Office)

DATE: _____, 2020

PARTIES: MSB Holdings – Shakopee, LLC, a Minnesota Limited Liability Company
("Lessor")

Independent School District No. 720, a public corporation under the laws of the State of Minnesota ("Tenant")

RECITALS:

- A. Lessor and Tenant are parties to that certain Lease dated August 28, 2014 (the "Original Lease"), which Original Lease was modified by the First Amendment To Lease dated October 29, 2018 (collectively, the "Lease").
- B. Tenant occupies approximately 25,433 square feet (the "Premises") located at 1200 Shakopee Town Square, Shakopee, Minnesota (the "Building").
- C. The Parties have reached an agreement with respect to the amendment of the Lease, which they wish to reduce to writing.

AGREEMENT:

In consideration of the following terms and conditions, the parties agree as follows:

- 1. **Recitals.** The foregoing recitals are true and are incorporated herein.
- 2. **Effective Date.** The "Effective Date" of this Second Amendment to Lease (this "Amendment") shall be upon the Date above.
- 3. **Renewal Term Commencement Date.** November 1, 2020.
- 4. **Renewal Term.** The Term of the Lease is hereby extended, pursuant to all the terms and conditions of the Lease, for an additional three (3) years beginning on the Renewal Term Commencement Date.
- 5. **Monthly Base Rent.** Monthly Base Rent for the Renewal Term is as follows:

Renewal Term	Annual Rent per square foot	Monthly Base Rent
11/1/20 - 10/31/23	\$6.00	\$12,716.50

Monthly Base Rent does not include Operating Expenses or Real Estate Taxes.

- 6. **Renewal Options.** Tenant shall retain the Option Terms as outlined in Paragraph 2 of the Original Lease. Except however, the Monthly Base Rent for the first Option Term (i.e. 11/1/23 -10/31/26) shall be \$15,365.77 (i.e. \$7.25 PSF/YR) and for the

Second Option Term (i.e. 11/1/26 - 10/31/29) shall be \$18,015.04 (i.e. \$8.50 PSF/YR).

7. **Improvement Allowance.** Tenant shall accept the Premises in its "as-is" condition. Provided however Lessor shall make available to Tenant, but at Tenant's option, an allowance of up to \$5.00 per square foot of the Premises (the "Renewal Term Allowance"). The Renewal Term Allowance shall be available to Tenant between March 1, 2020 and July 31, 2021. Any Renewal Term Allowance utilized by Tenant shall be amortized over the Renewal Term at an interest rate of 7% and added to the Monthly Base Rent outlined above. The Renewal Term Allowance can only be used for costs of improvements to the Premises, with such costs including general improvements, design and engineering, project management, signage, move related costs and cabling. Lessor shall pay the Renewal Term Allowance (or applicable portion thereof) to Tenant not later than thirty (30) days following Tenant's written request therefor, which request includes invoices or other reasonable evidence showing that Tenant incurred the costs for which it is requesting the Renewal Term Allowance. If Lessor fails to timely pay all or any portion of the Renewal Term Allowance so requested by Tenant, the entire portion of the Renewal Term Allowance requested by Tenant shall nonetheless be amortized and added to the Monthly Base Rent as described above; provided, however, that if such failure by Lessor to fund the Renewal Term Allowance continues for fifteen (15) days following a second written notice (i.e. a reminder) from Tenant to Lessor of Lessor's obligation to fund the Renewal Term Allowance, then in addition to Tenant's rights and remedies in connection with a default by Lessor thereunder, and without limitation of Tenant's other rights under the Lease, or anything to the contrary set forth in the Lease including Section 14 of the Original Lease, Tenant may deduct from the next installment(s) of Monthly Base Rent and Tenant's Pro Rata Percentage Rent (as increased as aforesaid) the amount of the Renewal Term Allowance so requested until fully funded (including interest at the rate of 7% such that the interest rate built into the Monthly Base Rent is nullified).
8. **Operating Expenses and Property Taxes.** During the Renewal Term, Tenant shall continue to pay Tenant's Pro Rata Percentage Rent of Exterior Operating Expenses and Real Estate Taxes in accordance with the Original Lease.
9. **Utilities.** During the Renewal Term, Tenant shall continue to pay for utilities in accordance with the Original Lease.
10. **Condition of Building.** Lessor is working on a redesign of the Center to complement the types of uses of the tenants, and Tenant shall be consulted in connection with any such redesign. Further, Lessor, at Lessor's sole cost using first class materials and methods and in a good and workmanlike manner, agrees to perform certain Center work (collectively, the "Lessor Work") by the dates set forth below:

Description of Work	Deadline
paint the exterior of the building	August 1, 2020
Continue repairing the parking lot in phases	August 1, 2021
Continue repairing the building roof in phases	August 1, 2021

11. **Early Termination.** During the Renewal Term or Option Terms (if any), Section 5 of the Addendum to the Original Lease, shall continue to apply. Provided however, the last two sentences of said Section 5 shall be deleted in their entirety and replaced with the following: "The Premises shall be delivered to Lessor in the same condition, except for improvements made during the Renewal Term, as it was on the Renewal Term Commencement Date, reasonable wear and tear and damage by casualty excepted. Upon said delivery, this Lease shall terminate effective the last day of the fiscal year, and thereafter Tenant shall have no further obligation to pay Rent, PROVIDED HOWEVER, that nothing contained herein shall relieve Tenant from its obligation to pay Lessor the unamortized portion of the Renewal Term Allowance outstanding as of the date of termination along with any unamortized leasing costs, which unpaid portion shall be immediately due and payable by Tenant to Lessor on said date of termination." As used in the foregoing sentence, "leasing costs" shall mean the commission paid by Lessor to Tenant's Broker pursuant to the provisions of Section 12 below.

12. **Leasing Commission.** Lessor shall pay a leasing commission to TaTonka Real Estate Advisors ("Tenant's Broker"), in connection with this Amendment in the amount of \$0.50 per square foot of the Premises per year of the Renewal Term within thirty days of the Effective Date. Further, should Tenant (i) exercise an Option Term and (ii) notify Lessor that TaTonka Real Estate Advisors is acting as Tenant's advisor at such time of exercise, Lessor shall pay Tenant's Broker a leasing commission in an amount of \$0.50 per square foot of the then premises for which the Option Term applies per year of Option Term. The parties warrant and represent that there are no other brokers involved with this Amendment to which there is any commission or other compensation owed related to this Amendment, other than Colliers International MN, Lessor's broker, under separate agreement with Lessor.

13. **Lessor Representation and Covenant.** Lessor represents and warrants to Tenant that no mortgage or other lien currently encumbers the Center. Lessor covenants with Tenant that Lessor shall use its best efforts to obtain financing to fund the Renewal Term Allowance and the Lessor Work.

14. **Interpretation of the Second Amendment to Lease.** Except as expressly amended, supplemented or modified by this Amendment, the Lease shall continue in full force. All capitalized terms contained in this Amendment, unless specifically defined herein, shall have the meaning ascribed to them in the Lease.

15. **Binding Effect.** This Amendment shall bind and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, Lessor and Tenant have caused this Amendment to be executed as of the day and year first above written.

**INDEPENDENT SCHOOL DISTRICT
NO. 720, A MINNESOTA PUBLIC
CORPORATION**

**MSB HOLDINGS – SHAKOPEE, LLC,
A MINNESOTA LIMITED LIABILITY CO.**

By _____

Its _____

By _____

Mike Myhre
Its Real Estate Manager

By _____

Its _____

School Board Business Meeting Agenda

School Board

Shakopee Public Schools, Independent School District No. 720

January 27, 2020

7.2 APPROVAL OF RESOLUTION FOR SALE OF DISTRICT PROPERTY

Consider approval of a resolution stating by name of Chair and Clerk granting from the authority to sign documents pertaining to the district's sale of Outlet A, Jackson Elementary School, Scott County, Minnesota

ACTION REGARDING SALE OF PROPERTY

THEREFORE BE IT RESOLVED that the Chairperson, Kristi Peterson, and the Clerk, Paul Christiansen, duly elected officers of the School Board, are authorized and directed to execute any documents necessary to consummate the sale of property legally described as Outlot A, Jackson Elementary School, Scott County, Minnesota, (“the Property”) pursuant to the Purchase Agreement as amended for that Property, which is being sold for the sum of \$1,125,000.00, including specifically and without limitation authority to sign:

- a. All documents required from Seller to satisfy the Buyer’s title commitment;
- b. All documents required to satisfy Seller’s obligations under **a Purchase Agreement between the District and the Buyer** dated February 26, 2018, as amended by that certain First Amendment to Real Estate Purchase Agreement dated September 10, 2018, and that certain Second Amendment to Real Estate Purchase Agreement, dated April 8, 2019, and as assigned to Buyer pursuant to that certain Assignment and Assumption of Purchase Agreement for the sale and purchase of the certain property located in Shakopee, Minnesota legally described as Outlot A, Jackson Elementary School, Scott County, Minnesota.
- c. a Warranty Deed conveying the property;
- d. General Assignment of the District’s collateral rights associated with the Property;
- e. Affidavit Terminating Temporary Easement Agreement concerning easement rights set out in Document No. A725329 recorded December 29, 2005 at the Office of the Recorder of Deeds, Scott County, Minnesota;
- f. Bring Down Certificate;
- g. Utility Easement, concerning a grant of utility easement rights in favor of the buyer of

- the Property and burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota, to continue the buyer's access to a water main line which will service both properties;
- h. Drainage and Utility Easement, concerning a grant of drainage and utility easement rights in favor of the buyer of the Property and burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota;
 - i. Release and Termination of Easement, concerning an easement burdening the District's property recorded August 18, 2017 in the Office of the Scott County Recorder, as Document No. A1031471;
 - j. Easement in favor of the City of Shakopee, Minnesota, including for roadway and utility purposes, burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota;
 - k. Temporary Construction Easement Agreement granting the buyer of the Property temporary rights in part of the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

I, Paul Christiansen, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 720, State of Minnesota, and being eighteen years of age or older, hereby certify that:

1. I am authorized and qualified to certify the authenticity of the attached records or documents;
2. The attached records or documents are made in the ordinary course of the District's business, at or near the time of the acts, conditions or events described in the records;
3. It was the standard and ordinary course of the District for its agent or representative to prepare the records given their knowledge of the act, event, or condition recorded in the records;
4. That the attached are a full, true and correct copy of the minutes of a meeting of the school board of said school district duly called and held on the date therein indicated and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this _____ day of _____ 20_.

Clerk

Signed and sworn before me on _____ by Paul Christiansen, Clerk of School Board of Independent School District 720.

Notary Public

DRAFT Minutes of School Board Business Meeting

School Board

Shakopee Public Schools, Independent School District No. 720

January 27, 2020

A School Board Business Meeting of the School Board of Shakopee Public Schools, Independent School District No. 720, was held **January 27, 2020, beginning at 6:00PM** in the District Office Board Room, 1200 Town Square, Shakopee, MN 55379.

1. CALL TO ORDER AND ROLL CALL – CHAIR PETERSON

Present: Aldrich, McKeand, Peterson, Christiansen, Tomczik, Tucker,

Absent: none

2. CONSIDERATION OF AGENDA AS PRESENTED

_____ / _____ moved to approve the agenda as presented; motion passed unanimously.

3. ACTION REGARDING SALE OF PROPERTY

_____ / _____ moved THEREFORE BE IT RESOLVED that the Chairperson, Kristi Peterson, and the Clerk, Paul Christiansen, duly elected officers of the School Board, are authorized and directed to execute any documents necessary to consummate the sale of property legally described as Outlot A, Jackson Elementary School, Scott County, Minnesota, (“the Property”) pursuant to the Purchase Agreement as amended for that Property, which is being sold for the sum of \$1,125,000.00, including specifically and without limitation authority to sign:

- a. All documents required from Seller to satisfy the Buyer’s title commitment;
- b. All documents required to satisfy Seller’s obligations under a Purchase Agreement between the District and the Buyer dated February 26, 2018, as amended by that certain First Amendment to Real Estate Purchase Agreement dated September 10, 2018, and that certain Second Amendment to Real Estate Purchase Agreement, dated April 8, 2019, and as assigned to Buyer pursuant to that certain Assignment and Assumption of Purchase Agreement for the sale and purchase of the certain property located in Shakopee, Minnesota legally described as Outlot A, Jackson Elementary School, Scott County, Minnesota.
- c. a Warranty Deed conveying the property;
- d. General Assignment of the District’s collateral rights associated with the Property;
- e. Affidavit Terminating Temporary Easement Agreement concerning easement rights set out in Document No. A725329 recorded December 29, 2005 at the Office of the Recorder of Deeds, Scott County, Minnesota;
- f. Bring Down Certificate;
- g. Utility Easement, concerning a grant of utility easement rights in favor of the buyer of the Property and burdening the District’s property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota, to continue the buyer’s access

- to a water main line which will service both properties;
- h. Drainage and Utility Easement, concerning a grant of drainage and utility easement rights in favor of the buyer of the Property and burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota;
 - i. Release and Termination of Easement, concerning an easement burdening the District's property recorded August 18, 2017 in the Office of the Scott County Recorder, as Document No. A1031471;
 - j. Easement in favor of the City of Shakopee, Minnesota, including for roadway and utility purposes, burdening the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota;
 - k. Temporary Construction Easement Agreement granting the buyer of the Property temporary rights in part of the District's property legally described as Lot 1, Block 1, Jackson Elementary School, Scott County, Minnesota

;motion passed unanimously

- 4. ADJOURNMENT FROM SCHOOL BOARD BUSINESS MEETING** At ___ PM,
_____/_____ moved to adjourn the school board business meeting as
presented; motion passed unanimously.

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

I, Paul Christiansen, the undersigned, being the duly qualified and acting Clerk of Independent School District No. 720, State of Minnesota, and being eighteen years of age or older, hereby certify that:

1. I am authorized and qualified to certify the authenticity of the attached records or documents;
2. The attached records or documents are made in the ordinary course of the District's business, at or near the time of the acts, conditions or events described in the records;
3. It was the standard and ordinary course of the District for its agent or representative to prepare the records given their knowledge of the act, event, or condition recorded in the records;
4. That the attached are a full, true and correct copy of the minutes of a meeting of the school board of said school district duly called and held on the date therein indicated and that the resolution included therein is a full, true and correct copy of the original thereof.

WITNESS MY HAND officially as such clerk this ____ day of _____ 20_.

Clerk

Signed and sworn before me on _____ by Paul Christiansen, Clerk of School Board of Independent School District 720.

Notary Public

2020 Shakopee School Board Committee Assignments

Committee	Member*	Member	Member
Finance	Joe*	Angela	Kristi
Personnel	Matt*	Angela	Paul
Facilities	Judi*	Matt	Tim
Policy	Tim*	Angela	Paul
Communications	Kristi*	Judi	Joe

* denotes Chair

Liason	Member	Member
Academy Steering Committee	Judi	
District Advisory Council	Angela	Joe
Citizens Communication Advisory Council	Judi	Kristi
SW Metro Intermediate	Paul	Angela (Alternative)
AMSD	Tim	
Community Ed Advisory Council	Paul	
MSHSL	Matt	
ECFE Advisory Council	Angela	
MSBA	Matt	
Shakopee Diversity Alliance	Tim	
Citizens Financial Advisory Committee	Joe	



**General Fund -
December 31, 2019**

REVENUE & EXPENDITURE
SUMMARY BY SOURCE,
OBJECT SERIES

REVENUE

REVENUE CATEGORIES	6/30/2018	6/30/2019	FY 20 Revised Budget	FY20 Received YTD	Budget Remaining
STATE	76,908,386	78,077,132	79,743,410	26,224,254	53,519,156
FEDERAL	2,279,034	2,304,972	2,258,755	596,757	1,661,998
PROPERTY TAXES	13,957,451	15,758,101	15,379,882	13,694,470	1,685,412
A LOCAL (FEES, INTEREST, ETC.)	2,437,477	2,281,038	3,098,977	928,742	2,170,235
TOTALS	92,331,715	98,421,243	100,481,024	41,444,223	59,036,801

12/31/2019 12/31/2018 12/31/2017

% Budget Received	% Actuals Received	% Actuals Received
32.89%	31.76%	32.24%
26.42%	4.68%	4.73%
89.04%	92.53%	104.47%
29.97%	38.01%	35.57%
41.25%	41.00%	36.42%

EXPENDITURES

OBJECT SERIES	6/30/2018	6/30/2019	Revised Budget	Expended YTD	Budget Remaining
SALARIES & WAGES	56,092,989	56,766,186	59,189,690	21,486,405	37,703,285
EMPLOYEE BENEFITS	16,557,655	17,222,473	18,220,423	6,776,196	11,444,227
PURCHASED SERVICES	12,287,716	13,040,604	12,460,713	4,730,441	7,730,272
SUPPLIES	2,734,909	2,544,216	3,007,991	1,718,901	1,289,090
EQUIPMENT	5,405,096	6,124,193	5,732,764	2,748,887	2,983,877
DEBT SERVICE	-	-	-	-	-
OTHER EXPENDITURES	737,601	721,030	673,918	168,025	505,893
TOTALS	93,785,468	96,418,701	99,285,499	37,628,854	61,656,645

36.30%	41.48%	40.60%
37.19%	42.61%	42.27%
37.96%	32.62%	37.52%
57.14%	54.44%	53.27%
47.95%	39.99%	69.56%
24.93%	30.40%	44.87%
37.90%	40.65%	42.58%

Revenue over (under) Expenditures: 2,002,542 1,195,525

	Actual June 30, 2018	Actual 6/30/2019	Projected June 30, 2020
Non Spendable Fund Balance	208,934	245,117	245,117
A Restricted Fund Balance	370,113	717,773	1,842,773
Assigned Fund Balance	185,388	267,230	267,230
Unassigned Fund Balance	2,069,198	3,606,058	3,676,583
Total Fund Balance	2,833,633	4,836,178	6,031,703

A Revised to reflect extension of closing date (Jackson Elementary Outlot A) to December 2019.



Central Family Center Pyramid Model



This initiative is made possible with grants from the Minnesota Department of Education using federal funding CFDA #84.173 special Education - Preschool Grants and CFDA #84.181 Special Education -



Central Family Center

Pyramid Implementation Team

Sally Stockey
Social Worker

Jeren Porter
ECSE Teacher

Katie DeBilzan
ECSE Teacher

Steph Kaste
OT

Vanessa Schultz
Stepping Stones Teacher

Cortney Olson
School Psychologist

Kimberly Latterner
ECFE/SR Coordinator

Miranda Avalos
Stepping Stones Teacher

Kelly Fischer
Stepping Stones Teacher

Julie Ritter
CFC Administrator

What is the Pyramid Model?

The Pyramid Model is:

- Multi-tiered framework for supporting social competence
- Prevents challenging behavior in young children

The model emphasizes program-wide implementation of:

- Building positive relationships with all children and families
- Creating supportive environments
- Intentionally teaching social skills for all children
- Individualizing interventions when needed

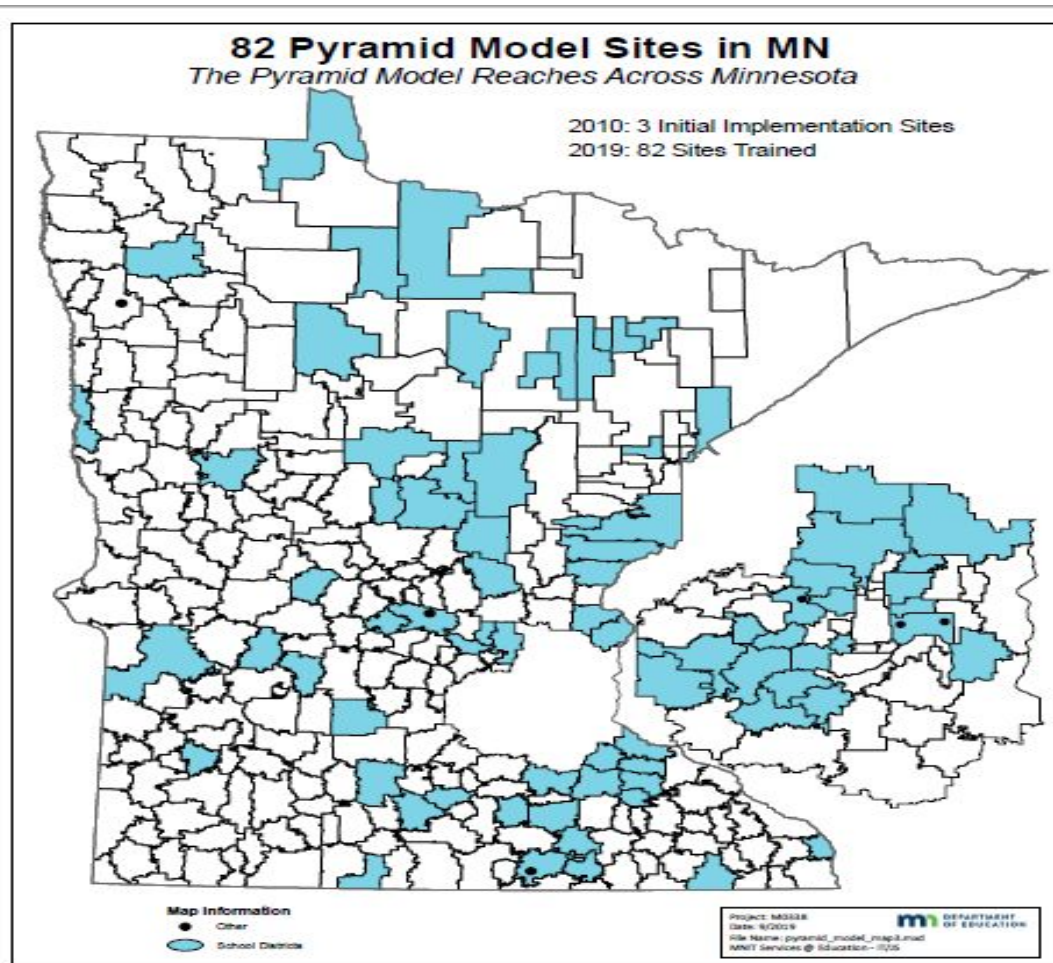


Pyramid Model Alignment

- **World's Best WorkForce Goal # 1 : All children ready for kindergarten**
 - Increases the percentage of children who enter kindergarten with social-emotional skills that meet age expectations.
- Pyramid Model lends itself to alignment opportunities with K-12 Positive Behavior Intervention Supports (PBIS) system.

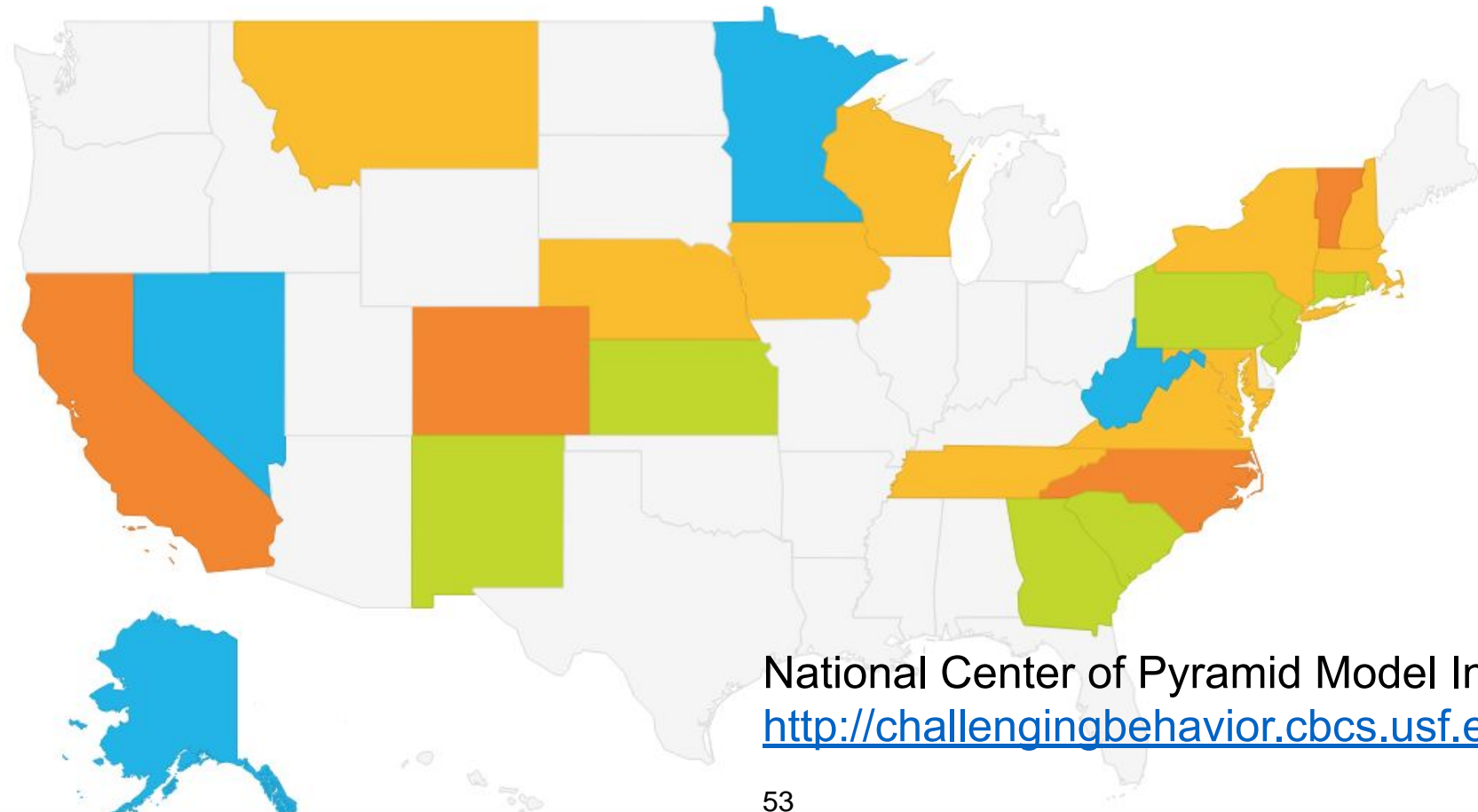


MNCOE Pyramid Model Sites in Minnesota



Region 1&2	6 Teams
Region 3	9 Teams
Region 4	1 Teams
Region 5&7	21 Teams
Region 6&8	4 Teams
Region 9	5 Teams
Region 10	12 Teams
Region 11	24 Teams

Pyramid Model in the United States



National Center of Pyramid Model Innovations
<http://challengingbehavior.cbcs.usf.edu>

Why is the Pyramid Model Important?

Research on implementation of the Pyramid Model shows:

- **Children** have **better social skills** and **less problem behavior** in Pyramid Model classrooms.
 - **Teachers** are able to **implement Pyramid Model practices better** if they receive training and practice-based **coaching**.
-
- **Provides tools and strategies** needed to promote and support positive behavior, prevent challenging behavior, and address the social needs of all young children
 - Emphasizes **data-based decision making**
 - Employs **evidence based** prevention and intervention **practices**
 - Matches the **intensity of behavior intervention** to the intensity level of behavior for children in need of individual support
 - Provides a **program-wide approach** to support the social-emotional development of young children and decrease or eliminate challenging behaviors

Pyramid Model at Central Family Center

- *Currently in year 4 of implementation

- *Data-based decision making (at the student, classroom and building level)

- *Social curriculum for all 3 to 5 year olds

- *Training for all staff

- *Consistent behavior expectations

- *Parent resources

- *Social/Emotional Scope and Sequence

- *Peer coaching

- *Calm Down Corner in every room

Training for All CFC Staff

All certified and non-certified staff receive extensive training in Tier 1, Tier 2, and Tier 3 social/emotional supports and strategies

*Schedules and Routines

*Transitions Between Activities

*Teaching Behavior Expectations

*Positive Descriptive Praise

*Creating Engaging Environments

*Collaborative Teaming

*Promoting Children's Engagement

*Teaching Friendship Skills

*Teaching Social Problem Solving

*Teaching Emotional Regulation

*Interventions for Persistent Challenging Behavior

*Supporting Families

Coaching for All CFC Staff

- 7 staff members trained as peer coaches
- Every classroom team participates in monthly coaching until they have met fidelity on a standardized classroom assessment tool
- State coach provides support to the implementation team and the building as a whole

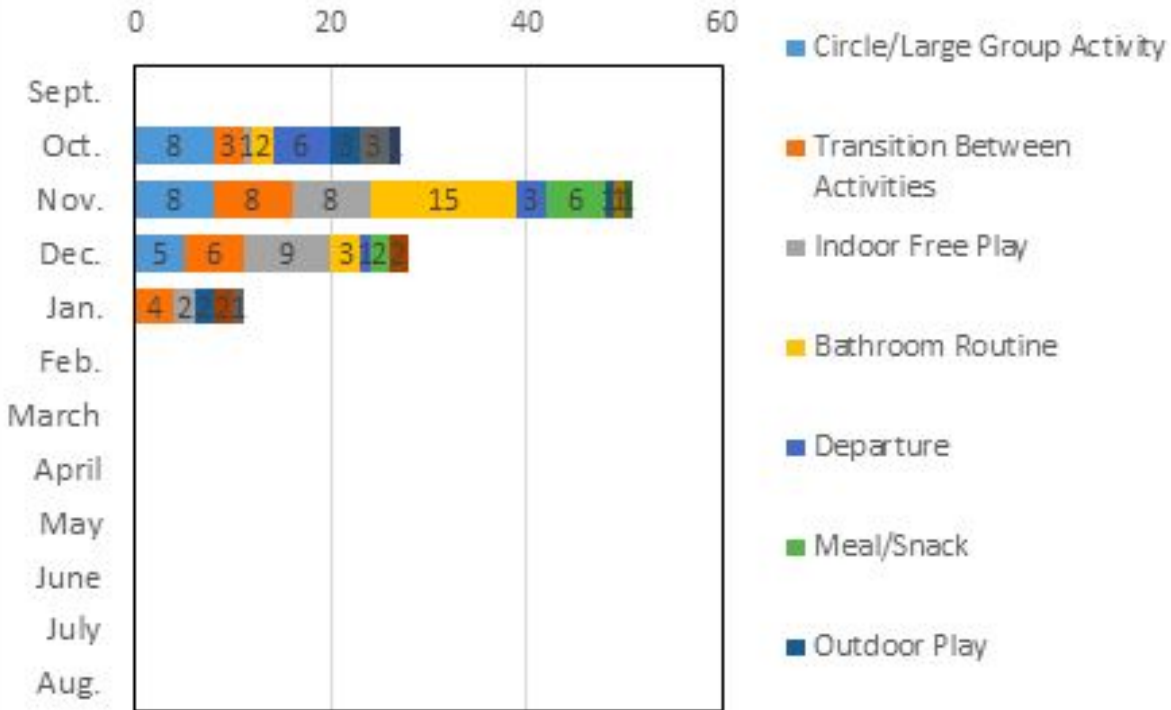


Data-Based Decision Making

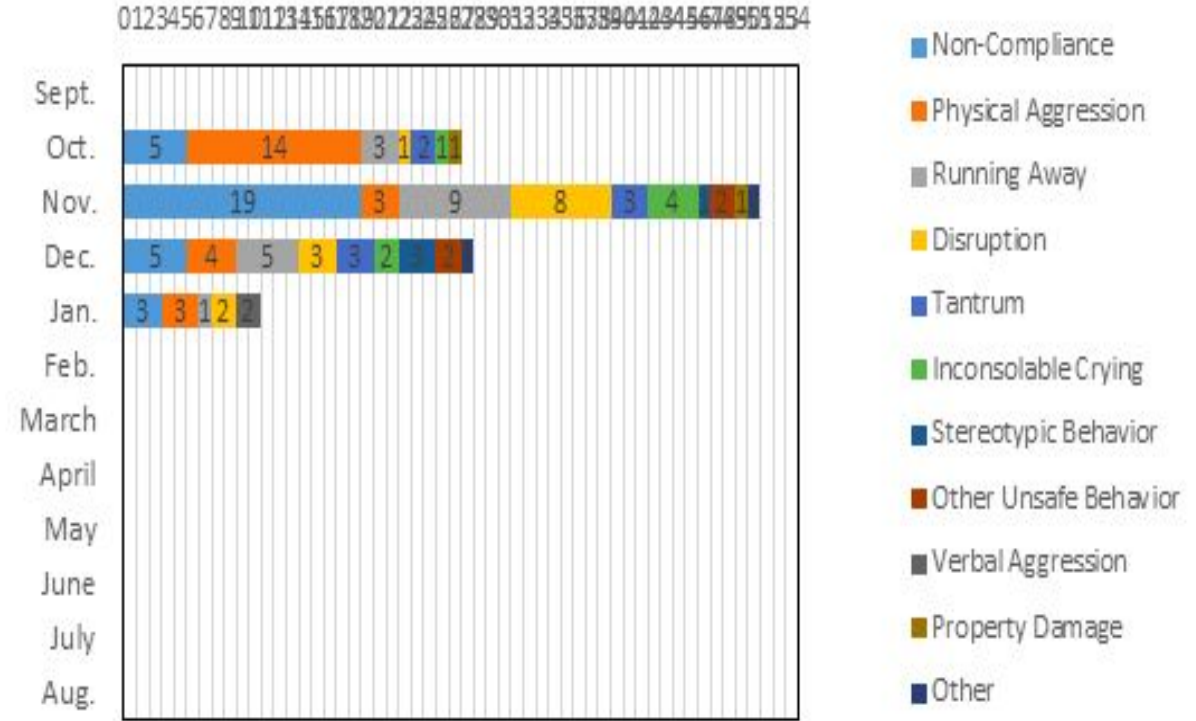
- **TPOT/TPITOS:** standardized, observation-based classroom assessment tools used in ALL classrooms
- **BOQ:** Implementation team assessment tool addressing building-wide Pyramid Model components
- **BIR (Behavior Incident Report):** online data collection tool for individual behavior incidents

Behavior Incident Reports (BIR)

Summary of Incidents by Activity or Routine



Total Number of Incidents by Type of Incident



CFC Social/Emotional Scope and Sequence

- Provides information on a monthly basis about:
 - Skills and activities to focus on with students
 - Tools and resources to use in the classroom
 - Resources to share with parents
- Coordinates with parent communication boards providing handouts and family information on the same topic/focus
- Aligns with social skills curriculum for 3-5 classrooms

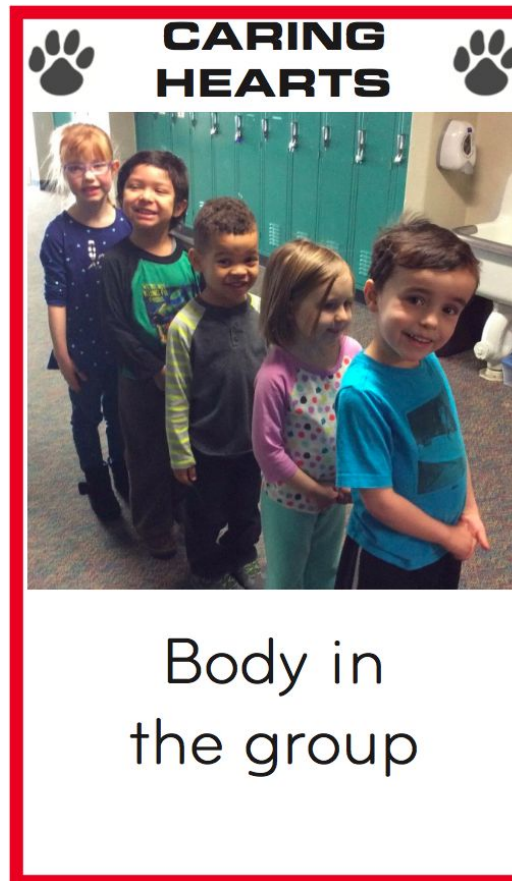
Social Curriculum - We Thinkers

- Weekly lesson with a story and large group activity in each classroom
- Follow-up activities throughout the week (with teacher guides)
- Weekly letters for parents including at-home activities
- 5 main concepts presented in all classes, with 5 additional lessons for 4-year-olds



Building-Wide Behavior Expectations

- Expectations established (and posted) for classrooms and all common areas
- Caring Hearts, Caring Words, and Caring Bodies
- All staff in the building use the vocabulary and reinforce the concepts



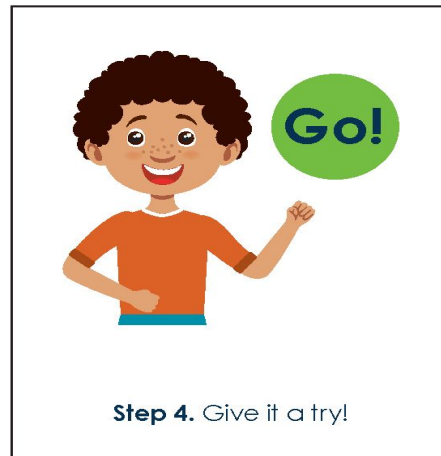
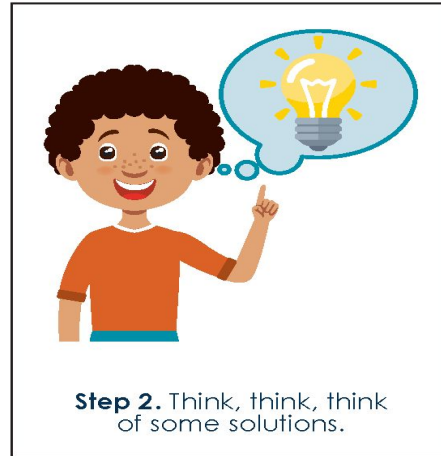
Emotional Regulation: Calm Down Corner



- Calm down space provided in every classroom
- Self-regulation/calming strategies taught to all students
- Sensory/calming tools available for all students

Teaching Problem Solving

Problem Solving Steps



- Solution tool kit in every preschool classroom
- Problem solving steps taught, modeled and practiced with all students
- 4-year-olds provided with additional instruction around “flexible thinking” and “size of the problem”

CFC Highlights

- Our classrooms were videotaped extensively during the 2018-19 school year, and those videos are now used as statewide training materials.
- Our team has been asked to present to other districts at the state implementation retreat for 3 years in a row.
- Other metro school districts have requested to visit and/or get further information about our Pyramid practices and social curriculum at CFC.

Quotes from Parents and Staff

I love that all kids are able to use the same social skills vocabulary in class. All kids can benefit from learning these skills. I've even learned some things about myself and how I think!

My child can be very reserved and anxious. But since she has started at CFC, her dad and I have seen a major shift in her behavior and ability to talk about different social situations and even how she's feeling.

We love that CFC has an emphasis on social and emotional skills. Children need time to **PLAY** and figure out conflict resolution, problem solving skills, and time to make friends. We have seen a big difference in my son's behaviors thanks to We Thinkers and Stepping Stones!"

It has made me more aware of my own reactions and words. I can model my own stuck thinking and oversized reactions to show that everyone needs to think about these things and learn these lessons, not just kids!

I am more social-emotionally focused in all my interactions with students because of Pyramid Model practices.

What Next?

Identify ways to sustain funding after the grant ends.

Continue to coach existing and new teachers, and create a plan to address future training needs (after the grant ends).

Strengthen our use of data for systems-level planning and problem solving.

What Next?

Find ways to share what we are doing with the community and with our K-12 colleagues.

Central Family Center Pyramid Model

Questions?



CERTIFICATION OF MINUTES RELATING
TO
GENERAL OBLIGATION
CAPITAL FACILITIES BONDS, SERIES 2020A

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE PUBLIC SCHOOLS)
SHAKOPEE, MINNESOTA

BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A regular meeting held on
January 27, 2020, at 6:00 o'clock p.m., in the District.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION RATIFYING THE AWARD OF THE SALE, DETERMINING THE
FORM AND DETAILS, AUTHORIZING THE EXECUTION, DELIVERY, AND
REGISTRATION, AND PROVIDING FOR THE PAYMENT OF GENERAL
OBLIGATION CAPITAL FACILITIES BONDS, SERIES 2020A**

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer this ____ day of January,
2020.

School District Clerk

EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE PUBLIC SCHOOLS)
STATE OF MINNESOTA

HELD: JANUARY 27, 2020

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 748, State of Minnesota, was duly held on January 27, 2020, at 6:00 o'clock p.m., for the purpose, in part, of ratifying the award of the General Obligation Capital Facilities Bonds, Series 2020A of the District.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RATIFYING THE AWARD OF THE SALE, DETERMINING THE FORM AND DETAILS, AUTHORIZING THE EXECUTION, DELIVERY, AND REGISTRATION, AND PROVIDING FOR THE PAYMENT OF GENERAL OBLIGATION CAPITAL FACILITIES BONDS, SERIES 2020A

BE IT RESOLVED by the School Board of Independent School District No. 720,

State of Minnesota, as follows:

Section 1. Authorization and Sale.

1.01 Authorization. At a meeting held December 9, 2019, this Board by resolution stated its intent to issue and tentatively authorized the issuance of general obligation bonds of Independent School District No. 720 (the "Issuer" or the "District") in the total aggregate principal amount of \$5,650,000 (the "Bonds") pursuant to Minnesota Statutes, Section 123B.62 and Chapter 475, as amended, to provide funds for specified capital projects and related financing costs. The issuance of the Bonds has received the approval of the Commissioner of Education pursuant to Minnesota Statutes, Section 123B.62. The Board has caused the Notice of Intent to Issue General Obligation Capital Facilities Bonds, Series 2020A to be published in the official newspaper of the District as required by Minnesota Statutes, Section 123B.62(b). A qualified petition not having been received within thirty (30) days of the adoption of the resolution tentatively authorizing the issuance of said Bonds, the Bonds have been finally authorized as provided by law.

1.02 Sale. The Board, having been advised by Baker Tilly Municipal Advisors, LLC, its independent municipal advisor, has determined that this issue shall be privately sold after direct negotiation, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, as amended. The proposal of Robert W. Baird & Co., (the "Purchaser"), to purchase the Bonds at a price of \$5,610,721.40, plus interest accrued to settlement, was accepted by the Superintendent and Director of Finance and Operations on January 16, 2020 pursuant to the December 9, 2019 resolution of the Board, and the award of the sale of the Bonds to said Purchaser is hereby ratified by the Board.

1.03 Execution of Documents. The endorsement of the acceptance on both copies of the proposal and the execution of the Bond Purchase Agreement by the Superintendent and Director of Finance and Operations is ratified in all respects and they are directed to send one copy of each to the Purchaser.

1.04 Compliance with Law. All acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to happen and to be performed precedent to the issuance of the Bonds having been done, having happened and having been performed in regular and due form, time and manner as required by law, it is necessary for this Board to establish the form and terms of the Bonds, to provide for the security thereof, and to provide for the issuance of the Bonds forthwith.

1.05 Minnesota School District Credit Enhancement Program. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now or hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section.

Section 2. Bond Terms.

2.01 Designation; Registration; Denomination; Maturities. The \$4,990,000 aggregate principal amount of general obligation bonds sold on this date shall be designated General Obligation Capital Facilities Bonds, Series 2020A, shall be dated February 20, 2020, as the date of original issue, and shall be issued forthwith on or after such date using a global

book-entry system. The Bonds shall be issued as fully registered bonds and shall be numbered R-1 upward, in the denomination of \$5,000 each or any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts set forth below, and shall bear interest from the most recent Interest Payment Date to which interest has been paid or provided for, or, if no interest has been paid or duly provided for, from the date of original issue until paid or duly called for redemption at the rates per annum set forth below opposite such years and amounts, as follows:

Year	Amount	Interest Rate	Year	Amount	Interest Rate
2021	\$ 130,000	5.00%	2029	\$ 430,000	4.00%
2022	\$ 140,000	5.00%	2030	\$ 450,000	4.00%
2023	\$ 160,000	5.00%	2031	\$ 465,000	4.00%
2024	\$ 180,000	5.00%	2032	\$ 485,000	4.00%
2025	\$ 205,000	2.00%	2033	\$ 505,000	4.00%
2026	\$ 220,000	5.00%	2034	\$ 525,000	4.00%
2027	\$ 250,000	5.00%	2035	\$ 545,000	4.00%
2028	\$ 300,000	4.00%			

These maturities, together with the maturities of all other outstanding general obligation bonds of the Issuer, meet the requirements of Minnesota Statutes, Section 475.54.

2.02 Interest Payments. Interest shall be payable semiannually on each February 1 and August 1 to maturity (each an "Interest Payment Date"), commencing August 1, 2020. Interest will be calculated on the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the MSRB. Interest will be payable in the manner set forth in the form of Global Certificate or Replacement Bond and Paragraph 4.06 of this resolution.

2.03 Use of Global Book-Entry System.

(a) Description of System. In order to issue obligations in "global book-entry form", the obligations are issued in certificated form in large denominations, are registered on the books of the Issuer in the name of a depository or its nominee, and are immobilized and held in safekeeping by the depository. The depository, as part of the computerized National Securities Clearance and Settlement System (the "National System"), registers transfers of ownership interests in the obligations by making computerized book entries on its own books and distributing payments on the obligations to its participants shown on its books as the owners of such interests. These participants, which include financial institutions for whom the depository effects book-entry transfers of securities deposited and immobilized with the depository, and other banks, brokers and dealers participating in the National System will do likewise if not the beneficial owners of the obligations.

(b) Designation of Depository; Approval of Blanket Issuer Letter of Representations. The Depository Trust Company ("DTC") of New York, New York, a

Securities and Exchange Commission designated depository, a limited purpose New York trust company, a member of the Federal Reserve System, and a "clearing corporation" within the meaning of the New York Uniform Commercial Code, is hereby designated as the depository (the "Depository") with respect to the Bonds issued hereunder in global book-entry form. There has been submitted to this Board a form of letter of representations (the "Blanket Issuer Letter of Representations") between the Issuer and the Depository setting forth various matters relating to the Depository and its role with respect to the Bonds. This Blanket Issuer Letter of Representations is hereby approved. The Chair or the Clerk is hereby authorized and directed to execute the Blanket Issuer Letter of Representations in substantially the form attached hereto as EXHIBIT C, if such a letter of representations has not already been executed, with only such variations therein as may be required to complete the Blanket Issuer Letter of Representations, or which are not, in the opinion of Bond Counsel, materially adverse to the interests of the Issuer. Execution of the Blanket Issuer Letter of Representations by such official shall be conclusive evidence as to the necessity and propriety of such changes and their approval by Bond Counsel. So long as DTC is the Depository or it or its nominee is the Holder of any Global Certificate, the District shall comply with the provisions of the Blanket Issuer Letter of Representations, as it may be amended or supplemented by the District from time to time with the agreement or consent of DTC.

(c) Global Certificates. Upon their original issuance, the Bonds will be issued in the form of a single Global Certificate for each maturity which shall represent the aggregate principal amount of the Bonds due on a particular maturity date (the "Global Certificates"). The Global Certificates will be originally issued and fully registered as to principal and interest in the name of Cede & Co, as nominee of DTC. The Global Certificates will be deposited with the Depository by the Purchaser and will be immobilized as further provided herein. No beneficial owners of interest in the Bonds will receive certificates representing their respective interests in the Bonds except as provided below in clause (e) of this Paragraph 2.03. Except as so provided, during the term of the Bonds, beneficial ownership (and subsequent transfers of beneficial ownership) of interests in the Global Certificates will be reflected by book entries made on the records of the Depository and its participants and other banks, brokers, and dealers participating in the National System. The Depository's book entries of beneficial ownership interest are authorized to be in integral increments of \$5,000, despite the larger authorized denominations of the Global Certificates. Payment of principal of, premium, if any, and interest on the Global Certificates will be made to the Bond Registrar as paying agent, and in turn by the Bond Registrar to the Depository or its nominee as registered owner of the Global Certificates. The Depository, according to the laws and rules governing it, will receive and forward such payments on behalf of the beneficial owners of the Global Certificates.

(d) Immobilization of Global Certificates by the Depository. Pursuant to the request of the Purchaser to the Depository, immediately upon the original delivery of the Bonds the Purchaser will deposit the Global Certificates representing all of the Bonds with the Depository. The Global Certificates shall be in typewritten form or otherwise as acceptable to the Depository, shall be registered in the name of the Depository or its nominee and shall be held immobilized from circulation at the offices of the Depository on behalf of

the Purchaser and subsequent Bondholders. The Depository or its nominee will be the sole Holder of record of the Global Certificates and no investor or other party purchasing, selling or otherwise transferring ownership of interests in any Bond is to receive, hold or deliver any Global Certificates so long as the Depository holds the Global Certificates immobilized from circulation, except as provided below in clause (e) of this Paragraph 2.03.

(e) Transfer or Exchange of Global Certificates; Substitute Depository; Replacement Bonds.

Global Certificates evidencing the Bonds may not, after their original delivery, be transferred or exchanged except:

(i) Upon exchange of a Global Certificate after a partial redemption, if authorized in Paragraph 2.04 of this resolution;

(ii) To any successor of the Depository (or its nominee) or any substitute depository (a "Substitute Depository") designated pursuant to subclause (iii) of this clause (e); provided that any successor of the Depository or any Substitute Depository must be both a "clearing corporation" as defined in the Minnesota Uniform Commercial Code, Minnesota Statutes, Section 336.8-102, and a qualified and registered "clearing agency" as provided in Section 17A of the Securities Exchange Act of 1934, as amended;

(iii) To a Substitute Depository designated by and acceptable to the Issuer upon (a) the determination by the Depository that the Bonds shall no longer be eligible for its depository services or (b) a determination by the Issuer that the Depository is no longer able to carry out its functions; provided that any Substitute Depository must be qualified to act as such, as provided in subclause (ii) of this clause (e); or

(iv) In the event that (a) the Depository shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described herein might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interests of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, then the Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders. The Issuer, the Bond Registrar and the Depository shall cooperate in providing Replacement Bonds to Holders requesting the same and the registration, transfer and exchange of such Bonds shall thereafter be conducted as provided in Paragraph 4.04 of this resolution.

In the event of the designation of a Substitute Depository as authorized by this clause (e), the Bond Registrar, upon presentation of the Global Certificates, shall register their transfer to the Substitute Depository, and the Substitute Depository shall be treated as the Depository for all purposes and functions under this resolution. The Blanket Issuer Letter of Representations shall not apply to the Substitute Depository unless the Issuer and the

Substitute Depository so agree, and the execution of a similar agreement is hereby authorized.

2.04 Redemption. (a) Optional Redemption. The Issuer may elect on February 1, 2027, and on any date thereafter, to prepay Bonds due on or after February 1, 2028, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, the Global Certificates to be prepaid may be prepaid in \$5,000 increments of principal and, if applicable, the specific Replacement Bonds to be prepaid shall be chosen by lot by the Bond Registrar as provided below. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

(b) Redemption of Global Certificates. Upon a partial redemption in the aggregate principal amount of a Global Certificate which results in the stated amount thereof being reduced, the Holder may in its discretion make a notation of such redemption on the panel provided on the Global Certificate stating the amount so redeemed, or may return the Global Certificate to the Bond Registrar in exchange for a new Global Certificate authenticated by the Bond Registrar, in proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of such Global Certificate outstanding, unless the Bond Registrar has signed the appropriate column of the panel.

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

(d) Notice of Redemption of Global Certificates and Replacement Bonds. The Bond Registrar shall call Bonds for redemption and payment as herein provided upon receipt by the Bond Registrar of a request of the Issuer. The request shall be in written form. The request shall specify the principal amount of Bonds to be called for redemption, the redemption date and the redemption price.

Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder. If and when the Issuer shall call any of the Bonds for redemption and payment prior to the stated maturity thereof, the Bond Registrar shall give written notice in the name of the Issuer of its intention to redeem and pay such Bonds at the office of the Bond Registrar. The Notice of Redemption shall be given by first class mail, postage prepaid, mailed not less than twenty (20) nor more than sixty (60) days prior to the redemption date, to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. For the purpose of giving notice of the redemption of Global Certificates, the Holder of the Global Certificates shall be the Depository or its nominee. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used. All notices of redemption shall state:

- (i) The redemption date;
- (ii) The redemption price;
- (iii) If less than all outstanding Bonds are to be redeemed, the identification (and, if the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed;
- (iv) That on the redemption date, the redemption price will become due and payable upon each such Bond, and that interest thereon shall cease to accrue from and after said date; and
- (v) The place where such Bonds are to be surrendered for payment of the redemption price (which shall be the office of the Bond Registrar).

Section 3. Form of Bonds.

The Bonds to be issued hereunder shall be in the form of Global Certificates unless and until Replacement Bonds are made available as provided herein.

3.01 Global Certificates. The Global Certificates to be issued hereunder, together with the Bond Registrar's Certificate of Authentication, the Register of Partial Payments, the form of Assignment, and the registration information thereon, shall be in substantially the form set forth in EXHIBIT A hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph, and may be typewritten rather than printed.

3.02 Replacement Bonds. If the Issuer has notified Holders that Replacement Bonds have been made available as provided in Paragraph 2.03(e) of this resolution, then for every Bond thereafter transferred or exchanged (including an exchange to reflect the partial prepayment of a Global Certificate not previously exchanged for Replacement Bonds), the Bond Registrar shall deliver a bond in the form of a Replacement Bond rather than a Global Certificate, but the Holder of a Global Certificate shall not otherwise be required to exchange the Global Certificate for one or more Replacement Bonds since the Issuer recognizes that some Holders may prefer the convenience of the Depository's registered ownership of the Bonds even though the entire issue is no longer required to be in global book-entry form. The Replacement Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereto, shall be in substantially the form set forth in EXHIBIT B hereto, which exhibit is incorporated herein by reference as though fully specified in this paragraph.

Section 4. Execution; Delivery; Registration.

4.01 Appointment of Registrar. U.S. Bank National Association in St. Paul, Minnesota, is appointed to act as the bond registrar and transfer agent (the "Bond Registrar") and shall do so until a successor Bond Registrar is duly appointed, all pursuant to a contract the Issuer and the Bond Registrar shall execute which is consistent herewith and which the chair and clerk are hereby authorized to execute and deliver. A successor Bond Registrar shall be a bank or trust company eligible for designation as bond registrar pursuant to Minnesota Statutes, Chapter 475. The terms of the appointment of the successor Bond Registrar and its duties shall be specified in a contract between the Issuer and such successor Bond Registrar that is consistent herewith and that the Chair and Clerk are hereby authorized to execute and deliver. The Bond Registrar, which may act through an agent, shall also serve as paying agent until and unless a successor paying agent is duly appointed. The Bond Registrar shall pay principal and interest on the Bonds to the registered Holders (or record Holder) of the Bonds in the manner set forth in the form of Global Certificate or Replacement Bond, as applicable, and Paragraph 4.06 of this resolution. The Issuer agrees to pay the reasonable and customary charges for the services of such Bond Registrar.

4.02 Execution of Bonds. The Bonds shall be executed on behalf of the Issuer by the manual signatures of the Chair and Clerk of the School Board; provided, however that both of such signatures may be printed facsimiles, in which event the Bonds shall also be executed manually by the authenticating agent as provided in Minnesota Statutes, Section 475.55. In the event of disability or resignation or other absence of either such officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if that officer had remained in office until delivery. If the Issuer has adopted a corporate seal, it shall be omitted on the Bonds as permitted by law.

4.03 Authentication; Date of Registration. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this resolution unless and until

a Certificate of Authentication on such Bond, substantially in the form set forth in the form of Global Certificate or Replacement Bond, shall have been duly executed by the manual signature of an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate each Bond by execution of the Certificate of Authentication on the Bond and shall date each Bond in the space provided as of the date on which the Bond is registered. For purposes of delivering the original Bonds (Global Certificates) to the Purchaser, the Bond Registrar shall insert as the date of registration the date of original issue; and the executed Certificate of Authentication on each Bond shall be conclusive evidence that it has been authenticated and delivered under this resolution.

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

A Global Certificate shall be registered in the name of the payee on the books of the Bond Registrar by presenting the Global Certificate for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration on the Global Certificate. Thereafter a Global Certificate may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until a Global Certificate is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted thereon by the Bond Registrar, all subject to the terms and conditions provided in this resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

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

When any Bond is presented to the Bond Registrar for transfer, the Bond Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Bond Registrar shall incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

At the option of the Holder of a Replacement Bond, Replacement Bonds may be exchanged for Replacement Bonds of any authorized denomination or denominations of a

like aggregate principal amount and stated maturity, upon surrender of the Replacement Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Replacement Bonds are so surrendered for exchange, the Issuer shall execute (if necessary), and the Bond Registrar shall authenticate, date (in the space designated Date of Registration) and deliver the Replacement Bonds which the Holder making the exchange is entitled to receive. Global Certificates may not be exchanged for Global Certificates of smaller denominations.

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

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid general obligations of the Issuer evidencing the same debt, shall be entitled to the same benefits under this resolution as the Bonds surrendered for such exchange or transfer, and shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bonds.

Transfer of a Bond may be made on the Issuer's books by the registered owner in person or by the registered owner's attorney duly authorized in writing. Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof, with signature guaranteed, or by the registered owner's attorney duly authorized in writing, and shall include written instructions as to the details of the transfer of the Bond.

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

Transfers shall also be subject to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates.

4.05 Mutilated, Lost, Stolen or Destroyed Bonds. In case any Bond shall become mutilated or be lost, stolen or destroyed, the Bond Registrar shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond lost, stolen or destroyed, upon payment of the reasonable expenses and charges of the Bond Registrar in connection therewith; and, in the case of a Bond lost, stolen or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Bond was lost, stolen or destroyed, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance and amount satisfactory to it, in which both the Issuer and the Bond Registrar shall be named as obligees. All Bonds so surrendered to the Bond Registrar shall be canceled by it and evidence of such cancellation shall be given to

the District. If the mutilated, lost, stolen or destroyed Bond has already matured, it shall not be necessary to issue a new Bond prior to payment.

4.06 Interest Payments; Record Dates. Interest on any Global Certificate shall be paid as provided in the first paragraph thereof and interest on any Replacement Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered (the "Holder") on the registration books of the Issuer maintained by the Bond Registrar and in each case at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder thereof as of the Regular Record Date, and shall be payable to the person who is the Holder thereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The term "Holder" shall also include those lawfully entitled to take actions on behalf of the beneficial owners of the Bonds for purposes of any consent or approvals given by Holders.

If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

4.07 Persons Deemed Owners. The Issuer and the Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in Paragraph 4.06 above), on such Bond and for all other purposes whatsoever, whether or not such Bond shall be overdue, and neither the Issuer nor the Bond Registrar shall be affected by notice to the contrary.

For the purposes of all actions, consents and other matters affecting Holders of Bonds issued under this Resolution as from time to time supplemented, other than payments, redemptions, and purchases, the Issuer may (but shall not be obligated to) treat as the Holder of a Bond the beneficial owner of the Bond instead of the person in whose name the Bond is registered. For that purpose, the Issuer may ascertain the identity of the beneficial owner of the Bond by such means as the Bond Registrar in its sole discretion deems appropriate, including but not limited to a certificate from the Depository or other person in whose name the Bond is registered identifying such beneficial owner.

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

Section 5. Debt Redemption Fund and Tax Levies.

5.01 Debt Redemption Fund. The Bonds and the interest thereon shall be payable from the Debt Redemption Fund of the Issuer, which shall be maintained by the Treasurer separate and apart from all other funds of the Issuer so long as any Bonds issued hereunder may be outstanding and unpaid. Money in the Debt Redemption Fund shall be used for no purpose other than payment of principal and interest on obligations of the Issuer, including Bonds issued pursuant to this resolution. If any payment of principal or interest on the Bonds shall become due when there is not sufficient money in the Debt Redemption Fund to make such payment, the Treasurer shall pay the same from the General Fund of the Issuer, and the General Fund shall be reimbursed for such advances out of the proceeds of the taxes levied for the payment of such Bonds. The proceeds of all taxes levied pursuant to this resolution, \$0 of premium received from the Purchaser of the Bonds, and all other moneys received for or appropriated to the payment of the Bonds and interest thereon shall be paid into the Debt Redemption Fund.

5.02 Pledge of Full Faith and Credit; Tax Levies. For the prompt and full payment of the principal of and interest on the Bonds as the same respectively become due, the full faith and credit and taxing powers of the Issuer shall be and are hereby irrevocably pledged. In order to provide the moneys for the payment thereof required by Minnesota Statutes, Section 475.61, there is hereby levied upon all of the taxable property in the Issuer a direct annual ad valorem tax which shall be spread upon the tax rolls, as a part of other general taxes of the Issuer, for collection in the years and amounts as specified on the levy computation sheet attached hereto as EXHIBIT D and incorporated herein by reference as though fully specified in this paragraph. The tax levies provided in this paragraph are such that, if collected in full they, together with estimated collections of other revenues pledged for the payment of the Bonds, will produce at least five percent (5%) in excess of the amounts needed to meet when due the principal and interest payments on the Bonds.

Said tax levies shall be irrevocable as long as any of said Bonds are outstanding and unpaid, provided that the Issuer reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61. The sum of the tax levies specified in EXHIBIT D plus any levies to be made by the Issuer pursuant to Minnesota Statutes, Section 123B.61 for each year do not exceed the maximum amount specified in Minnesota Statutes, Section 123B.62(d).

5.025 Levy Reductions. The Issuer's levies for each year must be reduced in the manner specified in Minnesota Statutes, Section 123B.62, paragraph (d), by the sum of (1) the amount of the tax levies certified for payment of the principal and interest on the Bonds pursuant to EXHIBIT D, and (2) any excess amount in the debt redemption fund used to retire the Bonds, other than amounts used to pay capitalized interest. The Issuer shall take such actions as may be necessary to notify the appropriate officials at the Minnesota Department of Education of the issuance of these Bonds and certification of the above-specified debt service levies.

5.03 Investment Restrictions. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent (5%) of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Construction Fund or Debt Redemption Fund (or any other District account which will be used to pay principal or interest to become due on the Bonds payable therefrom) in excess of amounts which under then-applicable federal arbitrage restrictions may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in those funds shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

5.04 Construction Fund. The proceeds of the bonds not appropriated to the Debt Redemption Fund as provided in Paragraph 5.01 shall be credited to the Issuer's Construction Fund and be used to pay costs incurred in the acquisition and betterment of the capital projects.

Section 6. Exemption from Rebate Requirements.

6.01 Declaration of Exemption. For purposes of compliance with the requirements of Section 148 of the Code, the Board hereby determines and declares that:

- (a) The Issuer is a governmental unit with general taxing powers;
- (b) The Bonds are not "private activity bonds" as defined in Section 141 of the Code;
- (c) Ninety-five percent of the net proceeds of the Bonds are to be used for the local government purposes of the Issuer;
- (d) The Issuer will expend the Bond proceeds in such a manner and at such times as necessary to qualify for an exemption from the rebate requirements of the Code pursuant to Section 1.148-7(d) of the Regulations, as amended;

In order to account for the expenditure of the proceeds of the Bonds, all proceeds credited to the Construction Fund shall be maintained in one or more separate Construction Fund bookkeeping accounts in the financial records of the Issuer. All proceeds of the Bonds shall be expended from said accounts prior to any other moneys of the Issuer on hand and legally available for said expenditures. The books and accounts of the Issuer shall be maintained in such a manner as to demonstrate compliance with the expenditure requirements of Section 1.148-7(d) of the Regulations, as amended.

6.02 Payment of Rebate. Notwithstanding the intention of the Issuer to expend the Bond proceeds to meet the expenditure requirements of Section 1.148-7(d) of the Regulations, as amended, if the Issuer fails to meet the expenditure requirements specified in that amended provision, the Issuer agrees to make such calculations and to make such rebate payments to the United States as and when required by said Section 148 and the regulations promulgated thereunder. In construing this Section 6, all terms used herein shall have the meanings provided in Section 148 of the Code and the regulations promulgated thereunder.

6.03 Opinion of Counsel. Notwithstanding any other provision of this Section 6, any requirement imposed hereunder or under Paragraph 5.03 hereof may be deemed inapplicable and of no force or effect if an opinion of Counsel is rendered to the Issuer by nationally recognized bond counsel to the effect that the failure to impose such requirement will not have an adversely affect the tax exempt status of interest on the Bonds.

Section 7. Certifications, Designations, Defeasance, Arbitrage, Reporting.

7.01 Filing of Resolution; County Auditor Certificate. The Clerk is hereby authorized and directed to file with the County Auditor of each county in which the Issuer is located in whole or in part a certified copy of this resolution, together with such other information as said County Auditor shall require, and to obtain from said County Auditor a certificate that the tax required by law for the payment of said Bonds has been levied, and that said Bonds have been entered upon the County Auditor's Bond Register.

7.02 Defeasance. When all of the Bonds have been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this resolution shall cease. The Issuer may discharge its obligations with respect to any Bonds which are due on any date by depositing with the Bond Registrar on or before that date a sum sufficient for the payment thereof in full with interest accrued from the due date to the date of such deposit. The Issuer may also discharge all Bonds of said issue at any time by irrevocably depositing in escrow with the Bond Registrar, for the purpose of paying all principal and interest due on such Bonds to maturity, or if prepayable, to an earlier date on which they may be called for redemption, a sum of cash or securities of the types described in Minnesota Statutes, Section 475.67, as amended, in such aggregate amount, bearing interest at such rates and maturing or callable at the Issuer's option on such dates as shall be required to provide funds sufficient for this purpose.

7.03 Nondesignation as Qualified Tax-Exempt Obligations. The Board finds that the reasonably anticipated amount of qualified tax-exempt obligations (other than private activity bonds) which will be issued by the Issuer during calendar year 2020 will exceed \$10,000,000. Thus, the Bonds of this issue are not designated as "Qualified Tax-Exempt Obligations" for the purposes of Section 265 of the Code relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

7.04 Authentication of Transcript. The officers of the Issuer and each said County Auditor are hereby authorized and requested to prepare and furnish to the Purchaser

of said Bonds, and to the attorneys approving legality of the issuance thereof, certified copies of all proceedings and records of the Issuer relating to said Bonds and to the financial condition and affairs of the Issuer, and such other affidavits, certificates and information as may be required to show the facts relating to the legality and marketability of said Bonds as they appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the Issuer as to the facts recited therein.

7.05 Covenant to Continue Tax Exemption. The Issuer covenants and agrees with the Holders from time to time of the Bonds herein authorized, that it will not take, or permit to be taken by any of its officers, employees or agents, any action which would cause the interest payable on the Bonds to become subject to taxation under the United States Internal Revenue Code, the regulations promulgated thereunder, or any other applicable federal tax law or regulation; and that it will take, or it will cause its officers, employees or agents to take, all affirmative actions within its powers which may be necessary to insure that such interest will not become subject to taxation under the Internal Revenue Code. The term "Internal Revenue Code" or "Code" as used herein includes the Internal Revenue Code of 1986, as amended, and all regulations, amended regulations and proposed regulations issued thereunder, as now existing or as hereafter amended or proposed.

7.06 Arbitrage Certification. The Chair and School District Clerk, being the officers of the Issuer charged with the responsibility for issuing the Bonds pursuant to this resolution, are authorized and directed to execute and deliver to the Purchaser an arbitrage certification in order to satisfy the provisions of the Code and the regulations promulgated thereunder.

7.07 Official Statement. The Official Statement relating to the Bonds, on file with the Clerk and presented to this meeting, is hereby approved and deemed final, and the furnishing thereof to prospective purchasers of the Bonds is hereby ratified and confirmed, insofar as the same relates to the Bonds and the sale thereof.

7.08 Information Reporting. For purposes of compliance with the provisions of Section 149(e) of the Code, the Issuer shall submit to the Secretary of the Treasury, not later than the 15th day of the second calendar month after the close of the calendar quarter in which the Bonds are issued, a statement concerning the Bond issue which meets the requirements of Section 149(e) (2).

7.09 Payment of Issuance Expenses. The District authorizes the Purchaser on behalf of the District to pay issuance expenses from Bond proceeds on the closing date.

7.10 Continuing Disclosure. The Chair and the School District Clerk are authorized and directed to execute and deliver a Continuing Disclosure Certificate to assist the Participating Underwriters in complying with SEC Rule 15c2-12(b)(5) for full disclosure (The "Rule"). The Continuing Disclosure Certificate shall be entered into for the benefit of the Holders of the Bonds and shall constitute the written undertaking required by the Rule to provide or cause to be provided to the MSRB, in an electronic format through the use of the

Electronic Municipal Market Access system (“EMMA”), the annual financial information specified therein and to give notice of the occurrence of the Listed Events specified therein, each in the manner specified therein, as required by the Rule. The provisions of the Continuing Disclosure Certificate are incorporated herein as though fully specified in this paragraph.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

(FORM OF GLOBAL CERTIFICATE)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
SCOTT COUNTY
INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE PUBLIC SCHOOLS)

R- _____ \$ _____

GENERAL OBLIGATION CAPITAL FACILITIES BOND, SERIES 2020A

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>DATE OF</u> <u>ORIGINAL ISSUE</u>	<u>CUSIP</u>
--------------------------------	--------------------------------	---	--------------

FEBRUARY 20, 2020

REGISTERED OWNER: CEDE & CO., AS NOMINEE OF THE DEPOSITORY TRUST COMPANY, NEW YORK, NEW YORK

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 720, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in Shakopee, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above or on the Certificate of Registration attached hereto, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is redeemable as stated below, on a date prior thereto on which it shall have been duly called for redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing August 1, 2020, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable by wire transfer (or other agreed means of payment) on each payment date no later than 12:00 noon (New York,

New York time) upon presentation and surrender hereof at the principal office of U.S. Bank National Association in St. Paul, Minnesota, (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer; provided, however, that upon a partial redemption of this Bond which results in the stated amount hereof being reduced, the Holder may in its discretion be paid without presentation of this Bond, and may make a notation on the panel provided herein of such redemption, stating the amount so redeemed, or may return the Bond to the Bond Registrar in exchange for a new Bond in the proper principal amount. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Interest on this Bond will be paid on each Interest Payment Date (by 12:00 noon, New York, New York time) by wire transfer (or other agreed means of payment) to the person in whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten (10) days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Issuer may elect on February 1, 2027, and on any date thereafter, to prepay Bonds due on or after February 1, 2028, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, Bonds shall be prepaid in \$5,000 increments of principal. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date.

Notice of Redemption. Published notice of redemption shall in each case be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each affected Holder of the Bonds. For this purpose, the Depository shall be the "Holder" as to Bonds registered in the name of the Depository or its nominee. In the event any of the Bonds are called for redemption, written notice thereof will be given by first class mail, postage prepaid, mailed not less than twenty (20) nor more than sixty (60) days prior to the redemption date to each Holder of Bonds to be redeemed, at the address appearing in the records of the Bond Registrar. In connection with any such notice, the "CUSIP" numbers assigned to the Bonds shall be used.

Replacement or Notation of Bonds after Partial Redemption. Upon a partial redemption of this Bond which results in the stated amount hereof being reduced, the Holder may in its discretion make a notation on the panel provided herein of such redemption, stating the amount so redeemed. Such notation of redemption, if made by the Holder, shall be for reference only, and may not be relied upon by any other person as being in any way determinative of the principal amount of this Bond outstanding, unless the Bond Registrar has signed the appropriate column of the panel. Otherwise, the Holder may surrender this Bond to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the Holder of this Bond, without service charge, a new Bond of the same Issue having the same stated maturity and interest rate and of the authorized denomination in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$4,990,000. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to finance certain capital projects as authorized pursuant to Minnesota Statutes, Section 123B.62, and all are issued pursuant to resolutions duly adopted by the School Board and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Minnesota School District Credit Enhancement Program. The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section

126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

Denominations; Exchange; Resolution. The Bonds are issuable originally only as Global Certificates in the denomination of the entire principal amount of the issue maturing on a single date. Global Certificates are not exchangeable for fully registered Bonds of smaller denominations except in the event of a partial redemption as above provided or in exchange for Replacement Bonds if then available. Replacement Bonds, if made available as provided below, are issuable solely as fully registered Bonds in the denomination of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered Bonds of other denominations in equal aggregate principal amounts and in authorized denominations at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Replacement Bonds. Replacement Bonds may be issued by the Issuer in the event that (a) The Depository Trust Company ("DTC") of New York, New York (the "Depository") shall resign or discontinue its services for the Bonds or be declared no longer able to carry out its functions and the Issuer is unable to locate a Substitute Depository within two (2) months following the resignation or discontinuance or determination of noneligibility, or (b) the Issuer determines in its sole discretion that (1) the continuation of the book-entry system described in the Resolution might adversely affect the interests of the beneficial owners of the Bonds, or (2) it is in the best interest of the beneficial owners of the Bonds that they be able to obtain certificated Bonds. The Issuer shall notify the Holders of its determination and of the availability of Replacement Bonds to Holders.

Transfer. This Bond shall be registered in the name of the payee on the books of the Issuer by presenting this Bond for registration to the Bond Registrar, whose representative will endorse his or her name and note the date of registration opposite the name of the payee in the certificate of registration attached hereto. Thereafter this Bond may be transferred by delivery with an assignment duly executed by the Holder or the Holder's legal representative, and the Issuer and Bond Registrar may treat the Holder as the person exclusively entitled to exercise all the rights and powers of an owner until this Bond is presented with such assignment for registration of transfer, accompanied by assurance of the nature provided by law that the assignment is genuine and effective, and until such transfer is registered on said books and noted hereon by the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the Issuer contained in any agreement with, or notice to, the Bond Registrar.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the

transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

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

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

Not Qualified Tax-Exempt Obligations. The Bonds of this issue have not been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

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

IN WITNESS WHEREOF, Independent School District No. 720 (Shakopee Public Schools), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

February 20, 2020

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

This Bond is one of
the Bonds described

Registrable by:

U.S. BANK NATIONAL ASSOCIATION
ST. PAUL, MINNESOTA

Payable at:

U.S. BANK NATIONAL ASSOCIATION
ST. PAUL, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 720

A-5

in the within mentioned
Resolution.

(SHAKOPEE PUBLIC SCHOOLS)
SHAKOPEE

U.S. BANK NATIONAL
ASSOCIATION
Bond Registrar

/s/ (Facsimile) _____
Chair

By _____
Authorized Signature

/s/ (Facsimile) _____
Clerk

CERTIFICATE OF REGISTRATION

The transfer of ownership of the principal amount of the attached Bond may be made only by the registered owner or the registered owner's legal representative last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Bond Registrar</u>
February 20, 2020	Cede & Co. P.O. Box 222 Bowling Green Station New York, NY 10274	

REGISTER OF PARTIAL PAYMENTS

The principal amount of the attached Bond has been prepaid on the dates and in the amounts noted below:

<u>Date</u>	<u>Amount</u>	<u>Signature of Bondholder</u>	<u>Signature of Bond Registrar</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

If a notation is made on this register, such notation has the effect stated in the attached Bond. Partial payments do not require the presentation of the attached Bond to the Bond Registrar, and a Holder could fail to note the partial payment here.

ABBREVIATIONS

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

TEN COM	-	as tenants in common
TEN ENT	-	as tenants by the entireties
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)

Under Uniform Transfers to Minors Act

(State)

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

ASSIGNMENT

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

Dated _____

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

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

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

Name and Address: _____

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

Please insert Social Security or other Tax Identification Number of Transferee.

EXHIBIT B

(FORM OF REPLACEMENT BOND)

UNITED STATES OF AMERICA
STATE OF MINNESOTA
SCOTT COUNTY
INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE PUBLIC SCHOOLS)

R- _____ \$

GENERAL OBLIGATION CAPITAL FACILITIES BOND, SERIES 2020A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
		FEBRUARY 20, 2020	

REGISTERED OWNER:

PRINCIPAL AMOUNT: _____ DOLLARS

KNOW ALL PERSONS BY THESE PRESENTS that Independent School District No. 720, State of Minnesota, a duly organized and existing independent school district, whose administrative offices are located in Shakopee, Minnesota (the "Issuer"), certifies that it is indebted and for value received promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above, on the maturity date specified above or, if this Bond is redeemable as stated below, on a date prior thereto on which it shall have been duly called for redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date") commencing August 1, 2020, at the rate per annum specified above, calculated on the basis of a 360-day year of twelve 30-day months, until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or duly provided for, or, if no interest has been paid or provided for, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office U.S. Bank National Association in St. Paul, Minnesota (the "Bond Registrar"), acting as paying agent, or any successor paying agent duly appointed by the Issuer. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in

whose name this Bond is registered (the "Holder" or "Bondholder") on the registration books of the Issuer maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month next preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid or duly provided for shall cease to be payable to the person who is the Holder hereof as of the Regular Record Date, and shall be payable to the person who is the Holder hereof at the close of business on a date fixed for the payment of such defaulted interest (the "Special Record Date"). The Special Record Date shall be fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest, and notice of the Special Record Date shall be given by the Bond Registrar to the Holders not less than ten days prior thereto. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security until the Certificate of Authentication hereon shall have been executed by the Bond Registrar by the manual signature of one of its authorized representatives.

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

[Remainder of this page left blank intentionally]

IN WITNESS WHEREOF, Independent School District No. 720 (Shakopee Public Schools), State of Minnesota, by its School Board, has caused this Bond to be executed in its behalf by the facsimile signatures of the Chair and the Clerk, the Issuer having no seal or said seal having been intentionally omitted as permitted by law.

Date of Registration:

February 20, 2020

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

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

U.S. BANK NATIONAL
ASSOCIATION
Bond Registrar

By _____
Authorized Signature

Registrable by:

U.S. BANK NATIONAL ASSOCIATION
ST. PAUL, MINNESOTA

Payable at:

U.S. BANK NATIONAL ASSOCIATION
ST. PAUL, MINNESOTA

INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE PUBLIC SCHOOLS)
SHAKOPEE, MINNESOTA

/s/ (Facsimile) _____
Chair

/s/ (Facsimile) _____
Clerk

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$4,990,000. The Bonds are all of like date of original issue and tenor, except as to number, denomination, maturity, redemption privilege and interest rate. All are issued to finance certain capital projects as authorized pursuant to Minnesota Statutes, Section 123B.62, and all are issued pursuant to resolutions duly adopted by the School Board and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota thereunto enabling.

General Obligation. This Bond constitutes a general obligation of the Issuer, and to provide moneys for the prompt and full payment of the principal and interest when the same become due, the full faith and credit and taxing powers of the Issuer have been and are hereby irrevocably pledged.

Minnesota School District Credit Enhancement Program. The Issuer has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute to guarantee the payment of the principal and interest on the Bonds when due.

Date of Payment Not Business Day. If the date for payment of the principal of, premium, if any, or interest on this Bond shall be a Saturday, Sunday, legal holiday or a day on which banking institutions in the City of New York, New York, or the city where the principal office of the Bond Registrar is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Optional Redemption. The Issuer may elect on February 1, 2027, and on any date thereafter, to prepay Bonds due on or after February 1, 2028, at a price of par plus accrued interest. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the Issuer shall determine the order of redemption of Bonds; and if only part of the Bonds having a common maturity date are called for prepayment, Bonds shall be prepaid in \$5,000 increments of principal. Bonds or portions thereof called for redemption shall be due and payable on the designated redemption date, and interest thereon shall cease to accrue from and after the redemption date. Published notice of redemption shall, in each case, be given in accordance with law, and mailed notice of redemption shall be given to the paying agent and to each Registered Holder of the Bonds.

To effect a partial redemption of the Bonds having a common maturity date, the Bond Registrar, prior to giving a notice of redemption, shall assign to each Bond having a common maturity date a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot from the numbers so assigned to such Bonds, using such method of selection as it shall deem proper in its discretion, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed.

The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the Issuer or the Bond Registrar so requires, a written instrument of transfer in form satisfactory to the Issuer and the Bond Registrar duly executed by the Holder thereof or the Holder's attorney duly authorized in writing) and the Issuer shall execute and the Bond Registrar shall authenticate and deliver to the Holder of such Bond, without service charge, a new Bond or Bonds of the same series having the same stated maturity and interest rate and of any authorized denomination or denominations, as requested by such Holder, in aggregate principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

Not Qualified Tax-Exempt Obligations. The Bonds of this issue have not been designated by the Issuer as "qualified tax-exempt obligations" for purposes of Section 265(b) (3) of the Internal Revenue Code of 1986, as amended, relating to the deduction of interest expenses allocable to the Bonds by financial institutions.

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

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

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

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

ABBREVIATIONS

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

TEN COM		as tenants in common
TEN ENT	-	as tenants by the entirety
JT TEN	-	as joint tenants with right of survivorship and not as tenants in common
UTMA	-	_____ CUSTODIAN _____ (Cust) (Minor)

Under Uniform Transfers to Minors Act

(State)

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

ASSIGNMENT

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

Dated _____

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

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company or by a brokerage firm having a membership in one of the major stock exchanges or any other "Eligible Guarantor Institution" as defined in 17 CFR 240 Ad-15(a)(2).

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

Name and Address: _____

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

Please insert Social Security or other Tax Identification Number of Transferee.

The Depository Trust Company

BLANKET ISSUER LETTER OF REPRESENTATIONS

The Depository Trust Company

A subsidiary of the Depository Trust & Clearing Corporation

BLANKET ISSUER LETTER OF REPRESENTATIONS

(To be completed by Issuer and Co-Issuer(s), if applicable)

(Name of Issuer and Co-Issuer(s), if applicable)

(Date)

The Depository Trust Company
570 Washington Blvd, 4th FL
Jersey City, NJ 07310
Attention: Underwriting Department

Ladies and Gentlemen:

This letter sets forth our understanding with respect to all issues (the "Securities") that Issuer shall request to be made eligible for deposit by The Depository Trust Company ("DTC").

Issuer is: **(Note: Issuer shall represent one and cross out the other.)**

[incorporated in] [formed under the laws of] _____

To induce DTC to accept the Securities as eligible for deposit at DTC, and to act in accordance with DTC's Rules with respect to the Securities, Issuer represents to DTC that issuer will comply with the requirements stated in DTC's Operational Arrangements, as they may be amended from time to time.

Very truly yours,

Note:
Schedule A contains statements that DTC believes accurately describe DTC, the method of effecting book-entry transfers of securities distributed through DTC, and certain related matters.

(Issuer)

By: _____
(Authorized Officer's Signature)

(Print Name)

(Street Address)

(City) (State) (Country) (Zip Code)

(Phone Number)

(E-mail Address)



BLOR 06-2013

EXHIBIT D

LEVY COMPUTATION SHEET

Levy Year	Collection Year	Amount
2020	2021	\$356,790.00
2021	2022	370,440.00
2022	2023	383,040.00
2023	2024	399,840.00
2024	2025	411,285.00
2025	2026	431,235.00
2026	2027	470,610.00
2027	2028	594,510.00
2028	2029	597,450.00
2029	2030	594,300.00
2030	2031	595,770.00
2031	2032	596,400.00
2032	2033	596,190.00
2033	2034	595,140.00

**CERTIFICATION OF MINUTES
RELATING TO
GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS, SERIES 2020B**

ISSUER: INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE PUBLIC SCHOOLS)
SHAKOPEE, MINNESOTA

GOVERNING BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING:

A regular meeting held January 27, 2020, at 6:00 o'clock p.m., in the School District.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION STATING THE INTENTION OF THE SCHOOL BOARD TO
ISSUE GENERAL OBLIGATION BONDS TO FINANCE PROJECTS
INCLUDED IN THE DISTRICT'S APPROVED TEN-YEAR FACILITY
PLAN; COVENANTING AND OBLIGATING THE DISTRICT TO BE
BOUND BY AND TO USE THE PROVISIONS OF MINNESOTA STATUTES,
SECTION 126C.55 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL
AND INTEREST ON THE BONDS**

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said corporation in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said obligations; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS MY HAND officially as such recording officer this ___ day of January, 2020.

School District Clerk

**EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE PUBLIC SCHOOLS)
STATE OF MINNESOTA**

HELD: JANUARY 27, 2020

Pursuant to due call and notice thereof, a regular meeting of the School Board of Independent School District No. 720 (Shakopee Public Schools), State of Minnesota, was held on January 27, 2020 at 6:00 o'clock p.m.

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION STATING THE INTENTION OF THE SCHOOL BOARD TO
ISSUE GENERAL OBLIGATION BONDS TO FINANCE PROJECTS
INCLUDED IN THE DISTRICT'S APPROVED TEN-YEAR FACILITY
PLAN; COVENANTING AND OBLIGATING THE DISTRICT TO BE
BOUND BY AND TO USE THE PROVISIONS OF MINNESOTA STATUTES,
SECTION 126C.55 TO GUARANTEE THE PAYMENT OF THE PRINCIPAL
AND INTEREST ON THE BONDS**

BE IT RESOLVED by the School Board of Independent School District No. 720, State of Minnesota, as follows:

1. The Board hereby finds and declares that it is necessary and expedient for Independent School District No. 720 (the "District") to issue its fully registered general obligation facilities maintenance bonds (the "Bonds") pursuant to Minnesota Statutes, Section 123B.595, subdivision 5 and Chapter 475, as amended, to fund the costs of the following projects included in its ten-year facility plan approved by the Commissioner of Education and related financing costs:

- deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities; projects increasing accessibility of school facilities; and health and safety capital projects under Minnesota Statutes, Section 123B.57

The Bonds would be issued in the total aggregate principal amount of not to exceed \$11,900,000. The issuance of the Bonds is hereby authorized.

2. The ten-year facility plan approved by the Board is incorporated in this resolution as though fully specified herein. The administration is authorized and directed to submit to the Commissioner such additional information as may be necessary to secure the

approval of the Commissioner for the ten-year facility plan and this bond issuance, as required by Minnesota Statutes, Section 123B.595. The submission of a proposed plan and a request for approval prior to the date of this resolution is ratified and approved in all respects.

3. The District further covenants to comply with all procedures now or hereafter established by the Minnesota Department of Education pursuant to Minnesota Statutes, Section 123B.595 and otherwise to take such actions as necessary to comply with that statute. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

4. The clerk is hereby authorized and directed to cause a notice substantially in the form of the Notice attached hereto as EXHIBIT A and incorporated herein by reference to be published as a legal notice one (1) time in the official newspaper of the District as soon as reasonably practicable after the date of adoption of this resolution, but at least twenty (20) days before the issuance of bonds or the final certification of levies. Any publication of said notice prior to the date of adoption of this resolution is hereby ratified and approved in all respects.

5. The Board, having been advised by Baker Tilly Municipal Advisors, LLC, its municipal advisor, hereby determines that the Bonds shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, as amended.

6. If the issuance of the Bonds is approved, the Board shall meet at the time and place specified in the Official Statement to receive and consider proposals for the purchase of the Bonds. The terms and provisions specified in the Terms of Proposal attached hereto are hereby adopted as the terms and conditions of the Bonds and of the sale thereof, and shall be made available to all prospective purchasers of the Bonds. Baker Tilly Municipal Advisors, LLC is authorized to prepare an Official Statement and to open, read and tabulate the proposals for presentation to the Board.

7. (a) The District hereby covenants and obligates itself to notify the Commissioner of Education of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Bond Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner of Education that it will be unable to make all or a portion of that payment. The Bond Registrar for the Bonds is authorized and directed to notify the Commissioner of Education if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Bond Registrar. The District understands that as a result of its covenant to be bound by the provisions of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now or hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The chair, clerk, superintendent or business manager is authorized to execute any applicable Minnesota Department of Education forms.

The motion for the adoption of the foregoing resolution was duly seconded by Member and, upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

**NOTICE OF INTENT TO ISSUE FACILITIES MAINTENANCE BONDS
TO FINANCE CERTAIN PROJECTS INCLUDED IN THE DISTRICT'S
TEN-YEAR FACILITY PLAN**

**INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE PUBLIC SCHOOLS)
STATE OF MINNESOTA**

NOTICE IS HEREBY GIVEN that the School Board of Independent School District No. 720, State of Minnesota (the "District"), adopted a resolution (the "Resolution") on January 27, 2020, stating the intention of the School Board to issue general obligation facilities maintenance bonds (the "Bonds") in the total principal amount of not to exceed \$11,900,000 pursuant to Minnesota Statutes, Section 123B.595 and Chapter 475, as amended. The proceeds of the Bonds will be used to fund the costs of the following projects as included in the District's ten-year facility plan approved by the Commissioner of Education and related financing costs:

- deferred capital expenditures and maintenance projects necessary to prevent further erosion of facilities; projects increasing accessibility of school facilities; and health and safety capital projects under Minnesota Statutes, Section 123B.57

The total amount of District indebtedness as of February 24, 2020 will be \$153,780,000. If these proposed Bonds are issued after that date, the total indebtedness of the District at that time would be approximately \$165,680,000.

Dated: January 27, 2020

BY ORDER OF THE SCHOOL BOARD

/s/

School District Clerk
Independent School District No. 720
(Shakopee Public Schools)
State of Minnesota

EXHIBIT B

THE DISTRICT HAS AUTHORIZED BAKER TILLY MUNICIPAL ADVISORS, LLC TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$11,900,000*

**INDEPENDENT SCHOOL DISTRICT NO. 720, SHAKOPEE PUBLIC SCHOOLS, MINNESOTA
GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS, SERIES 2020B**

(MINNESOTA SCHOOL DISTRICT CREDIT ENHANCEMENT PROGRAM)

(BOOK ENTRY ONLY)

Proposals for the above-referenced obligations (the “Bonds”) will be received by Independent School District No. 720, Shakopee Public Schools, Minnesota (the “District”) on Monday, February 24, 2020 (the “Sale Date”) until 10:30 A.M., Central Time at the offices of Baker Tilly Municipal Advisors, LLC (“Baker Tilly MA”), 380 Jackson Street, Suite 300, Saint Paul, Minnesota, 55101, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the School Board at its meeting commencing at 6:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Baker Tilly MA will assume no liability for the inability of a bidder to reach Baker Tilly MA prior to the time of sale specified above. All bidders are advised that each proposal shall be deemed to constitute a contract between the bidder and the District to purchase the Bonds regardless of the manner in which the proposal is submitted.

(a) ***Sealed Bidding.*** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Baker Tilly MA. Signed proposals, without final price or coupons, may be submitted to Baker Tilly MA prior to the time of sale. The bidder shall be responsible for submitting to Baker Tilly MA the final proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted proposal.

OR

(b) ***Electronic Bidding.*** Notice is hereby given that electronic proposals will be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the District, its agents, nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the District, its agents, nor PARITY® shall be responsible for a bidder’s failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The District is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the District.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

* *Preliminary; subject to change.*

Baker Tilly Municipal Advisors, LLC is a registered municipal advisor and wholly-owned subsidiary of Baker Tilly Virchow Krause, LLP, an accounting firm. Baker Tilly Virchow Krause, LLP trading as Baker Tilly is a member of the global network of Baker Tilly International Ltd., the members of which are separate and independent legal entities. © 2020 Baker Tilly Municipal Advisors, LLC.

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on February 1 and August 1 of each year, commencing August 1, 2020. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature on February 1 in the years and amounts* as follows:

2021	\$675,000	2024	\$685,000	2027	\$770,000	2030	\$850,000	2033	\$905,000
2022	\$635,000	2025	\$715,000	2028	\$805,000	2031	\$870,000	2034	\$925,000
2023	\$660,000	2026	\$745,000	2029	\$835,000	2032	\$885,000	2035	\$940,000

* *The District reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity or maturities in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread for this purpose is the differential between the price paid to the District for the new issue and the prices at which the proposal indicates the securities will be initially offered to the investing public.*

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify “Years of Term Maturities” in the spaces provided on the proposal form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company (“DTC”), New York, New York, which will act as securities depository for the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The lowest bidder (the “Purchaser”), as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The District will name the registrar which shall be subject to applicable regulations of the Securities and Exchange Commission. The District will pay for the services of the registrar.

OPTIONAL REDEMPTION

The District may elect on February 1, 2028, and on any day thereafter, to redeem Bonds due on or after February 1, 2029. Redemption may be in whole or in part and if in part at the option of the District and in such manner as the District shall determine. If less than all Bonds of a maturity are called for redemption, the District will notify DTC of the particular amount of such maturity to be redeemed. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All redemptions shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the District for which the District will pledge its full faith and credit and power to levy direct general ad valorem taxes. The District has also covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 and to use the provisions of that statute pursuant to which the State of Minnesota will appropriate money to the payment of the principal and interest on the Bonds when due if the District is unable to make a principal or interest payment. The proceeds of the Bonds will be used to finance various health and safety updates and improvements across existing District facilities, pursuant to its 10-year facilities plan.

BIDDING PARAMETERS

Proposals shall be for not less than \$11,900,000 (Par) plus accrued interest, if any, on the total principal amount of the Bonds. No proposal can be withdrawn or amended after the time set for receiving proposals on the Sale Date unless the meeting of the District scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity as stated on the proposal must be 98.0% or greater. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

ESTABLISHMENT OF ISSUE PRICE

In order to provide the District with information necessary for compliance with Section 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations promulgated thereunder (collectively, the "Code"), the Purchaser will be required to assist the District in establishing the issue price of the Bonds and shall complete, execute, and deliver to the District prior to the closing date, a written certification in a form acceptable to the Purchaser, the District, and Bond Counsel (the "Issue Price Certificate") containing the following for each maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity): (i) the interest rate; (ii) the reasonably expected initial offering price to the "public" (as said term is defined in Treasury Regulation Section 1.148-1(f) (the "Regulation")) or the sale price; and (iii) pricing wires or equivalent communications supporting such offering or sale price. Any action to be taken or documentation to be received by the District pursuant hereto may be taken or received on behalf of the District by Baker Tilly MA.

The District intends that the sale of the Bonds pursuant to this Terms of Proposal shall constitute a "competitive sale" as defined in the Regulation based on the following:

- (i) the District shall cause this Terms of Proposal to be disseminated to potential bidders in a manner that is reasonably designed to reach potential bidders;
- (ii) all bidders shall have an equal opportunity to submit a bid;
- (iii) the District reasonably expects that it will receive bids from at least three bidders that have established industry reputations for underwriting municipal bonds such as the Bonds; and
- (iv) the District anticipates awarding the sale of the Bonds to the bidder who provides a proposal with the lowest true interest cost, as set forth in this Terms of Proposal (See "AWARD" herein).

Any bid submitted pursuant to this Terms of Proposal shall be considered a firm offer for the purchase of the Bonds, as specified in the proposal. The Purchaser shall constitute an "underwriter" as said term is defined in the Regulation. By submitting its proposal, the Purchaser confirms that it shall require any agreement among underwriters, a selling group agreement, or other agreement to which it is a party relating to the initial sale of the Bonds, to include provisions requiring compliance with the provisions of the Code and the Regulation regarding the initial sale of the Bonds.

If all of the requirements of a “competitive sale” are not satisfied, the District shall advise the Purchaser of such fact prior to the time of award of the sale of the Bonds to the Purchaser. **In such event, any proposal submitted will not be subject to cancellation or withdrawal.** Within twenty-four (24) hours of the notice of award of the sale of the Bonds, the Purchaser shall advise the District and Baker Tilly MA if 10% of any maturity of the Bonds (and, if different interest rates apply within a maturity, to each separate CUSIP number within that maturity) has been sold to the public and the price at which it was sold. The District will treat such sale price as the “issue price” for such maturity, applied on a maturity-by-maturity basis. The District will not require the Purchaser to comply with that portion of the Regulation commonly described as the “hold-the-offering-price” requirement for the remaining maturities, but the Purchaser may elect such option. If the Purchaser exercises such option, the District will apply the initial offering price to the public provided in the proposal as the issue price for such maturities. If the Purchaser does not exercise that option, it shall thereafter promptly provide the District and Baker Tilly MA the prices at which 10% of such maturities are sold to the public; provided such determination shall be made and the District and Baker Tilly MA notified of such prices whether or not the closing date has occurred, until the 10% test has been satisfied as to each maturity of the Bonds or until all of the Bonds of a maturity have been sold.

GOOD FAITH DEPOSIT

To have its proposal considered for award, the Purchaser is required to submit a good faith deposit to the District in the amount of \$119,000 (the “Deposit”) no later than 1:30 P.M., Central Time on the Sale Date. The Deposit may be delivered as described herein in the form of either (i) a certified or cashier’s check payable to the District; or (ii) a wire transfer. The Purchaser shall be solely responsible for the timely delivery of its Deposit whether by check or wire transfer. Neither the District nor Baker Tilly MA have any liability for delays in the receipt of the Deposit. If the Deposit is not received by the specified time, the District may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

Certified or Cashier’s Check. A Deposit made by certified or cashier’s check will be considered timely delivered to the District if it is made payable to the District and delivered to Baker Tilly Municipal Advisors, LLC, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101 by the time specified above.

Wire Transfer. A Deposit made by wire will be considered timely delivered to the District upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Baker Tilly MA following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the Purchaser will be retained by the District and no interest will accrue to the Purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. In the event the Purchaser fails to comply with the accepted proposal, said amount will be retained by the District.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the District. The District's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The District will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the District determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The District has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to

purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's proposal. The District specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the District. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the District) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for the assignment of CUSIP numbers such numbers will be printed on the Bonds; however, neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the Purchaser to accept delivery of the Bonds. Baker Tilly MA will apply for CUSIP numbers pursuant to Rule G-34 implemented by the Municipal Securities Rulemaking Board. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the Purchaser.

SETTLEMENT

On or about March 26, 2020, the Bonds will be delivered without cost to the Purchaser through DTC in New York, New York. Delivery will be subject to receipt by the Purchaser of an approving legal opinion of Knutson, Flynn & Deans, a Professional Association of Mendota Heights, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the District or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the District, or its agents, the Purchaser shall be liable to the District for any loss suffered by the District by reason of the Purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

On the date of the actual issuance and delivery of the Bonds, the District will execute and deliver a Continuing Disclosure Undertaking (the "Undertaking") whereunder the District will covenant to provide, or cause to be provided, annual financial information, including audited financial statements of the District, and notices of certain material events, as specified in and required by SEC Rule 15c2-12(b)(5).

OFFICIAL STATEMENT

The District has authorized the preparation of a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary Official Statement has been deemed final by the District as of the date thereof within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the District, Baker Tilly Municipal Advisors, LLC, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts, and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to the Purchaser, the District agrees that, no more than seven business days after the date of such award, it shall provide without cost to the Purchaser up to 25 copies of the Final Official Statement. The District designates the Purchaser as its agent for purposes of distributing copies of the Final Official Statement to each syndicate member, if applicable. The Purchaser agrees that if its proposal is accepted by the District, (i) it shall accept designation and (ii) it shall enter into a contractual relationship with its syndicate members for purposes of assuring the receipt of the Final Official Statement by each such syndicate member.

Dated January 27, 2020

BY ORDER OF THE SCHOOL BOARD

/s/ Paul Christiansen
Clerk

**2020 Shakopee Public Schools
School Board Meeting Dates and other important dates**

Date	Time	Type of Meeting	Location
January 27, 2020	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
January 27, 2020	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
February 3, 2020	4:30PM	School Board Communications Committee Meeting	District Office Board Room, 1200 Town Square
February 10, 2020	5:00PM	School Board Policy Committee Meeting	District Office Room 202, 1200 Town Square
February 10, 2020	6:00PM	School Board Work Session	District Office Board Room, 1200 Town Square
February 19, 2020	5:00PM	School Board Facilities Committee Meeting	District Office Board Room, 1200 Town Square
February 24, 2020	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
February 24, 2020	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
March 9, 2020	5:00PM	School Board Personnel Committee Meeting	District Office Room 202, 1200 Town Square
March 9, 2020	6:00PM	School Board Work Session	District Office Board Room, 1200 Town Square
March 18, 2020	5:00PM	School Board Facilities Committee Meeting	District Office Board Room, 1200 Town Square
March 23, 2020	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
March 23, 2020	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
April 6, 2020	4:30PM	School Board Communications Committee Meeting	District Office Board Room, 1200 Town Square
April 13, 2020	5:00PM	School Board Policy Committee Meeting	District Office Room 202, 1200 Town Square
April 13, 2020	6:00PM	School Board Work Session	District Office Board Room, 1200 Town Square
April 22, 2020	5:00PM	School Board Facilities Committee Meeting	District Office Board Room, 1200 Town Square
April 27, 2020	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
April 27, 2020	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
May 4, 2020	5:00PM	School Board Personnel Committee Meeting	District Office Room 202, 1200 Town Square
May 13, 2020	5:00PM	School Board Facilities Committee Meeting	District Office Board Room, 1200 Town Square
May 18, 2020	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
May 18, 2020	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
June 1, 2020	4:30PM	School Board Communications Committee Meeting	District Office Board Room, 1200 Town Square
June 8, 2020	5:00PM	School Board Policy Committee Meeting	District Office Room 202, 1200 Town Square
June 8, 2020	6:00PM	School Board Work Session	District Office Board Room, 1200 Town Square
June 17, 2020	5:00PM	School Board Facilities Committee Meeting	District Office Board Room, 1200 Town Square
June 22, 2020	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
June 22, 2020	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
July 11, 2020	9:00AM-2:00PM	School Board Summer Retreat	District Office Board Room, 1200 Town Square
July 20, 2020	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
July 20, 2020	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
August 3, 2020	4:30PM	School Board Communications Committee Meeting	District Office Board Room, 1200 Town Square
August 10, 2020	5:00PM	School Board Personnel Committee Meeting	District Office Room 202, 1200 Town Square
August 10, 2020	6:00PM	School Board Work Session	District Office Board Room, 1200 Town Square
August 19, 2020	5:00PM	School Board Facilities Committee Meeting	District Office Board Room, 1200 Town Square
August 24, 2020	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
August 24, 2020	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
September 14, 2020	5:00PM	School Board Policy Committee Meeting	District Office Room 202, 1200 Town Square
September 14, 2020	6:00PM	School Board Work Session	District Office Board Room, 1200 Town Square
September 23, 2020	5:00PM	School Board Facilities Committee Meeting	District Office Board Room, 1200 Town Square
September 28, 2020	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
September 28, 2020	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
October 5, 2020	4:30PM	School Board Communications Committee Meeting	District Office Board Room, 1200 Town Square
October 12, 2020	5:00PM	School Board Personnel Committee Meeting	District Office Room 202, 1200 Town Square
October 12, 2020	6:00PM	School Board Work Session	District Office Board Room, 1200 Town Square
October 21, 2020	5:00PM	School Board Facilities Committee Meeting	District Office Board Room, 1200 Town Square
October 26, 2020	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
October 26, 2020	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
November 9, 2020	5:00PM	School Board Policy Committee Meeting	District Office Room 202, 1200 Town Square
November 9, 2020	6:00PM	School Board Work Session	District Office Room 202, 1200 Town Square
November 18, 2020	5:00PM	School Board Facilities Committee Meeting	District Office Board Room, 1200 Town Square
November 23, 2020	5:00PM	School Board Finance Committee Meeting	District Office Room 202, 1200 Town Square
November 23, 2020	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
December 7, 2020	4:30PM	School Board Communications Committee Meeting	District Office Board Room, 1200 Town Square
December 14, 2020	5:00PM	School Board Finance Committee Meeting Item in Taxation Hearing &	District Office Room 202, 1200 Town Square
December 14, 2020	6:00PM	School Board Business Meeting	District Office Board Room, 1200 Town Square
January 15-17, 2020	All Day	MSBA Winter Leadership Conference	MPLS Convention Center



Shakopee Public Schools 2019-20 School Calendar

August 2019	
August 19-22.....	New Teacher Fall Workshop
August 26-29.....	Teacher Fall Workshop

September 2019	
September 2.....	No School - Labor Day
September 3-4.....	Elementary Connect Days (Grades E-5)
September 3.....	Student 1st Day of School (Grades 6-12)
September 5.....	Student 1st Day of School (Grades E-5)
September 26.....	Student 2-Hour Early Release K-12

October 2019	
October 16.....	No School - Teacher Staff Development Day
October 17-18.....	No School - Fall Break

November 2019	
November 7	1st Quarter Ends
November 7.....	Student 2-Hour Early Release K-12
November 8.....	No School - Teacher Planning Day
November 27-29.....	No School - Thanksgiving Break

December 2019	
December 20.....	No School - Early Childhood Only (PD day)
December 23-Jan 1.....	No School - Winter Break

January 2020	
December 23-Jan 1.....	No School - Winter Break
January 20.....	No School - No Teachers - MLK, Jr. Day
January 23.....	1st Semester Ends
January 23.....	Student 2-Hour Early Release K-12
January 24.....	No School - Teacher Planning Day

February 2020	
February 14.....	No School - All Teacher Staff Development Day
February 17.....	No School - Presidents' Day Break

March 2020	
March 26.....	3rd Quarter Ends
March 26.....	Student 2-Hour Early Release K-12
March 27.....	No School - Teacher Planning Day
March 30-April 3.....	No School - Spring Break

April 2020	
March 30-April 3.....	No School - Spring Break

May 2020	
May 1.....	No School - Gr. 6-12 Teacher Staff Development Day
May 1.....	No School - Gr. E-5 Teachers Off
May 25.....	No School - Memorial Day

June 2020	
June 4.....	Student Last Day of School
June 5.....	Teacher Work Day
June 6.....	Graduation

August 2019				
M	T	W	TH	F
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19	20	21	22	23
26	27	28	29	30

September 2019				
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23	24	25	26	27
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October 2019				
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November 2019				
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December 2019				
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January 2020				
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February 2020				
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March 2020				
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April 2020				
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May 2020				
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June 2020				
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29	30			

Key	
	No School - Students and Staff
	No School - Students
	First/Last Day of School
	Quarter/Semester Change
	Student Early Release 2-Hours before Dismissal



Shakopee Public Schools 2020-21 School Calendar

August 2020	
August 24-27.....	New Teacher Fall Workshop
August 31-September 3.....	Teacher Fall Workshop

September 2020	
September 7.....	No School - Students & Staff - Labor Day
September 8-9.....	Elementary Assess/Connect Days (Gr. E-5)
September 8.....	Student 1st Day of School (Gr. 6-12)
September 10.....	Student 1st Day of School (Gr. E-5)

October 2020	
October 2.....	Student 2-Hour Early Release (Gr. K-12)
October 14.....	No School - Students
October 15-16.....	No School - Students & Staff - Fall Break

November 2020	
November 3.....	General Election Day
November 6.....	Student 2-Hour Early Release (Gr. K-12)
November 12.....	1st Quarter Ends
November 13.....	No School - Students
November 16.....	2nd Quarter Begins
November 25-27.....	No School - Students & Staff - Thanksgiving Break

December 2020	
December 18.....	No School for Early Childhood students only
December 23-January 1.....	No School - Students & Staff - Winter Break

January 2021	
December 23-January 1.....	No School - Students & Staff - Winter Break
January 15.....	Student 2-Hour Early Release (Gr. K-12)
January 18.....	No School - Students & Staff - Martin Luther King, Jr. Day
January 28.....	1st Semester/2nd Quarter Ends
January 29.....	No School - Students

February 2021	
February 1.....	2nd Semester/3rd Quarter Begins
February 12.....	No School - Students
February 15.....	No School - Students & Staff - Presidents' Day

March 2021	
March 26.....	Student 2-Hour Early Release (Gr. K-12)

April 2021	
April 1.....	3rd Quarter Ends
April 2.....	No School - Students
April 5-9.....	No School - Students & Staff - Spring Break
April 12.....	4th Quarter Begins

May 2021	
May 7.....	No School - Students & Staff - (Gr. E-5)
May 7.....	No School - Students - (Gr. 6-12)
May 31.....	No School - Students & Staff - Memorial Day

June 2021	
June 10.....	Student Last Day of School
June 11.....	No School - Students

August 2020				
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January 2021				
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September 2020				
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February 2021				
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October 2020				
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March 2021				
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November 2020				
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April 2021				
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December 2020				
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May 2021				
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June 2021				
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Key	
	No School - Students and Staff
	No School - Students
	First/Last Day of School
	Student Early Release 2-Hours before Dismissal



Shakopee Public Schools 2021-22 School Calendar

August 2021	
August 23-26.....	New Teacher Fall Workshop
August 30-September 2.....	Teacher Fall Workshop

September 2021	
September 6.....	No School - Students & Staff - Labor Day
September 7-8.....	Elementary Assess/Connect Days (Gr. E-5)
September 7.....	Student 1st Day of School (Gr. 6-12)
September 9.....	Student 1st Day of School (Gr. E-5)

October 2021	
October 1.....	Student 2-Hour Early Release (Gr. K-12)
October 20.....	No School - Students
October 21-22.....	No School - Students & Staff - Fall Break

November 2021	
November 2....	General Election Day
November 5.....	Student 2-Hour Early Release (Gr. K-12)
November 11.....	1st Quarter Ends
November 12.....	No School - Students
November 15.....	2nd Quarter Begins
November 24-26.....	No School - Students & Staff - Thanksgiving Break

December 2021	
December 17.....	No School for Early Childhood students only
December 22-January 2.....	No School - Students & Staff - Winter Break

January 2022	
December 22-January 2.....	No School - Students & Staff - Winter Break
January 14.....	Student 2-Hour Early Release (Gr. K-12)
January 17.....	No School - Students & Staff - Martin Luther King, Jr. Day
January 27.....	1st Semester/2nd Quarter Ends
January 28.....	No School - Students
January 31.....	2nd Semester/3rd Quarter Begins

February 2022	
February 18.....	No School - Students
February 21.....	No School - Students & Staff - Presidents' Day

March 2022	
March 25.....	Student 2-Hour Early Release (Gr. K-12)
March 31.....	3rd Quarter Ends

April 2022	
April 1.....	No School - Students
April 4-8.....	No School - Student & Staff - Spring Break
April 11.....	4th Quarter Begins

May 2022	
May 6.....	No School - Students & Staff (Gr. E-5)
May 6.....	No School - Students (Gr. 6-12)
May 30.....	No School - Students & Staff - Memorial Day

June 2022	
June 9.....	Student Last Day of School
June 10.....	No School - Students

August 2021				
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January 2022				
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September 2021				
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February 2022				
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October 2021				
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March 2022				
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November 2021				
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April 2022				
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December 2021				
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May 2022				
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June 2022				
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Key	
Black	No School - Students & Staff
Grey	No School - Students
Blue	First/Last Day of School
Yellow	Student 2-Hour Early Release 2-Hour before Dismiss