

SHAKOPEE PUBLIC SCHOOLS



SCHOOL BOARD AGENDA





June 22, 2015
5:00 PM

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

5.1.1 Acceptance of Resignations

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

Bergen, Cassandra, Program Support Assistant, West Junior High School,
6/04/2015

Colvin, Susan, Teacher, ECFE, Central Family Center, 6/05/2015

Gramstrup, Ashlee, Health Assistant, East Junior High , 6/04/2015

Klein, Matthew, Teacher, Physical Education, Varsity Girls Head Hockey Coach,
Varsity Boys Head Golf
Coach, High School, 6/05/2015

Recommended Action

Accept the resignations as presented.

5.1.2 Approval of Certified Contracts for the 2015-16 School Year

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

Schmidt, Katelyn, Teacher, Special Services, High School, BA+30, 4, 1.0,
8/24/2015, \$44,345.00

Shanks-Cavanaugh, Lynda, Special Services Coordinator, High School, Spec/PhD,
10, 1.0, 8/24/2015, \$70,187.40, Prorated (206 days)

Kosak, Kaleb, Teacher, Science, West Junior High School, BA, 4, 1.0, 8/24/2015,
\$38,602.00

Volavka, Allison, Teacher, Special Services , Sweeney Elementary School, BA, 3,

1.0, 8/24/2015, \$37,540.00, 1 year contract

Recommended Action

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

5.1.3 Approval of Unaffiliated Contracts

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

Carpenter, Michele, Information Systems Specialist, District Office, 7/01/2015, \$70,000.00

Davis, Trey, Assistant Activities Director, High School, 7/01/2015, \$53,000.00

Dehne, Tyler, Accounting Specialist, District Office, 7/1/2015, \$52,000.00

Doran, Denise, Communications Specialist, District Office, 7/1/2015, \$67,000.00

Gregor, Alex, Technology, Support Specialist, District Office, 7/1/2015, \$66,000.00

Hellerud, Sonia, Integration Specialist, High School, 7/1/2015, \$67,000.00

Huss, Ryan, Technology System Administrator, District Office, 7/1/2015, \$66,000.00

Lee, Christopher, Technology, Manager, District Office, 7/1/2015, \$83,500.00

McNally, Crystal, Communications Specialist, District Office, 7/1/2015, \$67,000.00

Olaniyi, Elisabeth, Human Resources Generalist, District Office, 7/1/2015, \$58,000.00

Oxtra, Cris, Coordinator, AVID, West Junior High School, 7/1/2015, \$54,106.00

Pikal, Gary, Technology, Support Specialist, District Office, 7/1/2015, \$60,000.00

Thomas, Matthew, Communications Supervisor, District Office, 7/1/2015, \$85,000.00

Thompson , Sarah, Human Resources Generalist, District Office, 7/1/2015, \$58,000.00

Wiessner, Blake, Technology, Support Specialist, District Office, 7/1/2015, \$66,000.00

Willmsen, Tyonn, Information Systems Specialist, District Office, 7/1/2015, \$70,000.00

Recommended Action

Approve the above unaffiliated contracts as presented

5.1.4 Approval of Tenure Recommendation

The following employee is being recommended for tenure.

Name, Area, FTE, Current Building

Julie Sharpe, Teacher, ECFE, 1.0, Central Family Center

Recommended Action

Approve the tenure as presented.

- 5. 2. Approval of minutes of the Board Business Meeting held on June 8, 2015. 6
- 5. 3. Consideration of bills and authorization to pay same.
- 5. 4. Approval of Secondary Student Handbooks 13

Approve the 2015-16 secondary student handbooks as presented.

6. OLD BUSINESS DISCUSSION ITEMS

6. 1. School Board Membership Discussion

School Board Chair Reggie Bowerman will lead a discussion regarding options for school board membership.

Presenter: School Board Chair Reggie Bowerman

Time: 5 minutes

7. OLD BUSINESS ACTION ITEMS

101

7. 1. Resolution Awarding the Sale, Determining the Form and Details, Authorizing the Execution, Delivery and Registration, and Providing for the Payment of General Obligation School Building Bonds, Series 2015A 103

A resolution will be presented for Board approval.

Recommended Action

Approve the Resolution Awarding the Sale, Determining the Form and Details, Authorizing the Execution, Delivery and Registration, and Providing for the Payment of General Obligation School Building Bonds, Series 2015A as presented.

Presenter: Director of Finance Mike Burlager

Time: 10 minutes

7. 2. 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 School Building Bonds, Series 2015B 170

A resolution will be presented for Board approval.

Recommended Action

Approve 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 School Building Bonds, Series 2015B as presented.

Presenter: Director of Finance Mike Burlager

Time: 10 minutes

7. 3. Acceptance of Resignation of School Board Member Chuck Berg

At the last meeting, School Board Member Chuck Berg presented a letter of resignation from the Board. The Board will formally accept Chuck's resignation.

Recommended Action

Accept the resignation from School Board Chuck Berg effective June 22, 2015 and thank him for his commitment and service to the students and families of the Shakopee School District.

Presenter: School Board Chair Reggie Bowerman

Time: 10 minutes

8. NEW BUSINESS DISCUSSION

9. NEW BUSINESS ACTION ITEMS

10. OTHER

11. COMMITTEE REPORTS	237
12. UPCOMING MEETINGS AND IMPORTANT DATES	238
July 13, 2015 Board Business Meeting 6:00PM	
July 28 - August 11, 2015 School Board Election Filing Period	
August 3, 2015 Summer Board Retreat 5:00PM	
August 24, 2015 Board Business Meeting 6:00PM	
September 14, 2015 Board Business Meeting 6:00PM	
13. ADJOURNMENT	

Minutes of School Board Learning Session and Board Business Meeting

School Board Shakopee Public Schools

A School Board Learning Session and Board Business Meeting of the School Board of Shakopee Public Schools was held Monday, June 8, 2015, beginning at 5:00 PM in the Shakopee Public Schools District Office, 1200 Town Square, Shakopee, MN 55379.

1. 5:00PM - SCHOOL BOARD LEARNING SESSION

2. CALL TO ORDER - CHAIR BOWERMAN.

Chair Bowerman called the Board Learning Session to order.

3. CONSIDERATION OF AGENDA AS PRESENTED AND ADDITIONS.

4. Technology Pilots Updates - Kindergarten and Pearson 6th Grade Center Administration, staff and students presented findings from the 2014-15 technology pilots in our new all-day, every-day kindergarten programs and Pearson 6th Grade Center.

5. SEA Agreement

Superintendent Thompson provided background for the Board regarding the Memorandum of Understanding – Full Time Release of Union President.

6. ADJOURNMENT OF SCHOOL BOARD LEARNING SESSION

At 6:07PM, the Board Learning Session was adjourned.

7. 6:07-6:15PM - BREAK

8. 6:15PM - SCHOOL BOARD BUSINESS MEETING

9. CALL TO ORDER AND ROLL CALL - CHAIR BOWERMAN.

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

ABSENT: Romansky

Recognition and acknowledgement was given regarding the absence of Board Member Mary Romansky.

10. WE ARE SHAKOPEE SCHOOLS - GOOD NEWS ITEMS.

Board Chair Reggie Bowerman presented the Shakopee Schools Good News Items.

11. RECOGNITION OF VISITORS TO BOARD MEETING.

12. CONSIDERATION OF AGENDA AS PRESENTED AND ADDITIONS.

McKeand/Berg moved to approve the agenda with the addition of 17.5 Resignation of School Board Member Chuck Berg as presented; motion passed unanimously.

13. CONSENT ITEMS

Berg/Swanson moved to approve the consent agenda as presented; motion passed unanimously.

13. 1. Personnel Items

13.1.1 Recognition and Acceptance of Resignation of John Paul Jacobson

Last Name, First Name, Position, Location, Effective

Jacobson, John Paul, Technology Director, District Wide, 6/30/2015

Recommended Action

Accepted the resignation of John Paul Jacobson and thanked him for his service to the district.

13.1.2 Acceptance of Resignations

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

Biehl, Anne, Program Support Assistant, Jackson Elementary School, 6/04/2015

Brandt, Erin, Program Support Assistant, Red Oak Elementary School, 6/04/2015

Buthe, Chase, Teacher, Special Services, Pearson 6th Grade Center, 6/05/2015

Crosswait, Courtney, Teacher, Instructional Coach, Sweeney Elementary School, 6/30/2015

Hayes, Dory, Food Service, High School, 4/30/2015

Hernandez, Mary, Cultural Liaison, High School, 6/05/2015

Kasl, Ryan, Teacher, Special Services, West Junior High School, 6/05/2015

Lange, Emily, Program Support Assistant, West Junior High School, 6/04/2015

Powell, Bridget, Teacher, Kindergarten, Sweeney Elementary School, 6/05/2015

Purani, Juthika, Program Support Assistant , Central Family Center, 6/04/2015

Recommended Action

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

13.1.3 Approval of Non-Certified Contracts

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

Gray, Janelle, Food Service Worker I, High School, \$10.99/hr, 5/20/2015

Churchill, Andrew, Technology Assistant, Eagle Creek Elementary School, \$16.29/hr, 5/26/2015

Recommended Action

Approved non-certified contracts as presented.

13.1.4 Approval of Certified Contracts for the 2015-16 School Year

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

Buettner, Tracy, Guidance Counselor, East Junior High School, MA, 3, 1.0, 8/24/2015, \$47,404.60, 196 days

Ewing, Diane, Teacher, Business Education, High School, MA + 30, 17, 1.0, 8/24/2015, \$71,293.00

Gerster, Amy, Guidance Counselor, West Junior High School, MA, 3, 1.0, 8/24/2015, \$47,404.60

196 days

Gust, Abdalla, Teacher, English, High School, BA, 3, 1.0, 8/24/2015, \$37,540.00

Osojnicki, Sarah, Teacher, Special Services, High School, MA + 30, 10, 1.0, 8/24/2015, \$61,142.00

Severson, Jennifer, Guidance Counselor, High School, MA + 10, 7, 1.0 , 8/24/2015, \$54,955.87, 196 days

Willert, Jill, Teacher, Special Services, Central Family Center, MA, 8, 1.0, 8/24/2015, \$51,350.00

Recommended Action

Approved the certified contracts for the 2015-16 school year as presented.

13.1.5 Approval of Memorandum of Understanding - Full-Time Release Union President

Approved the Memorandum of Understanding with the SEA as presented.

13.1.6 Approval of Principal Contracts

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

Zahn, Melissa, Principal, Sweeney Elementary School, 7/01/2015, \$112,160.00

Mahal, John, Assistant Principal, Sweeney Elementary School, 7/01/2015, \$75,000.00

Recommended Action

Approved the principal contracts as presented.

13.1.7 Approval of Assistant Superintendent Contract

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

Bezek, John, Assistant Superintendent, District Wide, 7/01/2015, \$147,000.00

Recommended Action

Approved the Assistant Superintendent Contract as presented.

13.1.8 Approval of Integration Specialist Contracts 2015-16 School Year

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

Betton, Ray, Integration Specialist Supervisor, District Wide, 7/01/2015, \$86,355.00

Mitchell, Juan, Integration Specialist, High School, 7/01/2015, \$67,000.00

Pearson, Bethany, Integration Specialist, High School, 7/01/2015, \$67,000.00

Recommended Action

Approved the contracts as presented.

13.1.9 Approval of Teaching and Learning Supervisor Contracts 2015-16 School Year

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

Cox, Edward, Teaching & Learning Supervisor Secondary, District Wide, 7/01/2015,
\$86,355.00, 220 days

Summer, Monika, Teaching & Learning Supervisor Elementary, District Wide, 7/01/2015,
\$82,429.62, Prorated 210 days

Recommended Action

Approved the contracts as presented.

13.1.10 Tenure Recommendations

The following employees are recommended for tenure.

Name, Area, FTE, Current Building

Bartley, Jennifer, Teacher, Kindergarten, 1.0, Eagle Creek Elementary School

Bornholdt, Wendy, Teacher, Math, 1.0, West Junior High School

Cox, Edward, Teaching and Learning Coordinator, 1.0, District Office

Daly, Kathryn, Teacher, Special Services, 1.0, Eagle Creek Elementary School

Eidelbes, Zachary, Teacher, Math, 1.0, West Junior High School

Engdale, Robert, Teacher, English, 1.0, High School

Erdall, Kathryn, Teacher, Special Services, 1.0, Pearson 6th Grade Center

Fahey, Christopher, Teacher, Technology Education, 1.0, West Junior High School

Felter, Linda, Teacher, Special Services, 1.0, Red Oak Elementary School

Fischer, Alexander, Teacher, Special Services, 1.0, Jackson Elementary School

Gendlin, DeAnn, Teacher, Social Worker, 1.0, Jackson Elementary School

Gestner, Julie, Teacher, Art, 1.0, West Junior High School

Gregory, Loretta, Teacher, Intervention, 1.0, Eagle Creek Elementary School

Hildebrandt, Sean, Teacher, HP Specialist, 1.0, District Office
Hinderaker, Kimberly, Teacher, Special Services, 1.0, West Junior High School
Hurd, Karsta, Teacher, Instructional Coach, 1.0, East Junior High School
Jambor, Victoriya, Teacher, Grade 5, 1.0, Sun Path Elementary School
Jimenez, Cassandra, Teacher, Special Services, 1.0, Eagle Creek Elementary School
Johnson-Ballinas, Katie Jo, Teacher, Spanish, 1.0, West Junior High School
Kleinedler, Angela, Teacher, Speech Language Pathologist, 1.0, Central Family Center
Koenig, Daniel, Teacher, Physical Education, 1.0, Sun Path Elementary School
Koivisto, Sara, Teacher, Intervention, 1.0, Sweeney Elementary School
Kristensen, Stephanie, Teacher, Math, 1.0, East Junior High School
Leskee, Emily, Teacher, Art, 1.0, Sweeney Elementary School
Masloski, Stephanie, Teacher, Kindergarten, 1.0, Jackson Elementary School
McGuire, Kristine, Teacher, Grade 3, 1.0, Sweeney Elementary School
Moench, Kelli, Teacher, Grade 1, 1.0, Sun Path Elementary School
Nienow, Anja, Teacher, German, 1.0, West Junior High School
O'Neal, Tamara, Teacher, Grade 5, 1.0, Sweeney Elementary School
Otting, Kailey, Teacher, Grade 3, 1.0, Jackson Elementary School
Peterson, Jennifer, Teacher, Social Worker, 1.0, West Junior High School
Peterson, Katie, Teacher, Kindergarten, 1.0, Sweeney Elementary School
Pierce, Suzette, Teacher, Special Services, 1.0, High School
Pint, Maria, Teacher, Math, 1.0, West Junior High School
Richter, Erin, Guidance Counselor, 1.0, West Junior High School
Ringsmuth, Andrea, Teacher, Speech Language Pathologist , 1.0, High School
Ryan, Kyle, Teacher, Math, 1.0, Tokata Learning Center
Sage, Joseph, Teacher, Tech Integration, 1.0, West Junior High School
Schilling, Alexandra, Teacher, Grade 5, 1.0, Jackson Elementary School
Seth, Jessica, Teacher, Social Studies, .50, High School
Koenig, Kellie, Teacher, Math, 1.0, East Junior High School
Slinger, Megan, Teacher, English, 1.0, Pearson 6th Grade Center
Stalberger, Sheila, Dean of Students, 1.0, High School
Stromgren, Kenneth, Teacher, Special Services, 1.0, Pearson 6th Grade Center
Summer, Monika, Teaching and Learning Coordinator, 1.0, District Office
Tanberg, Susan, Teacher, Physical Education, 1.0, Sweeney Elementary School
Tocko, Kristine, Teacher, Grade 1, 1.0, Red Oak Elementary School
Triest, Jeffery, Teacher, Grade 5, 1.0, Jackson Elementary School
Tyson, Joshua, Teacher, Technology Education, 1.0, High School
Van Brocklin, Ann, Teacher, Intervention, 1.0, Jackson Elementary School
Walquist, Ryan, Teacher, Grade 5, 1.0, Red Oak Elementary School
Wasserman, Shara, Teacher, Special Services, 1.0, Central Family Center
Wyman, Jonathon, Teacher, English, 1.0, West Junior High School
Dittberner, Adam, Assistant Principal, 1.0, Pearson 6th Grade Center
Doyle, Tamera, Assistant Principal, 1.0, Sun Path Elementary School
Hainline, Amanda, Assistant Principal, 1.0, East Junior High School
Larson, Jason, Assistant Principal, 1.0, Eagle Creek Elementary School
Mahal, John, Assistant Principal, 1.0, Sweeney Elementary School
Orchard, Peter, Assistant Principal, 1.0, Jackson Elementary School
Rolfsrud, Ford, Assistant Principal, 1.0, Red Oak Elementary School
Young, Joel, Assistant Principal, 1.0, West Junior High School
Zahn, Melissa, Principal, 1.0, Sweeney Elementary School

Recommended Action

Approved the tenure as presented.

13. 2. Approved the minutes of the Board Business Meeting held on May 11, 2015.

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

13. 4. Approved the wires report.

13. 5. 2015 School District Population Certification

Information was provided on the projected school district total population that needs to be certified and sent to the state for certain community education funding formulas.

Recommended Action

Approved the District Population Certification as presented.

14. OLD BUSINESS DISCUSSION ITEMS

15. OLD BUSINESS ACTION ITEMS

15. 1. Review of 2014-15 Activities Participation, Activity Busses, Bus Wi-Fi & Ticket Prices and Recommendations for 2015-16.

Activities Director John Janke and Director of Finance Mike Burlager reviewed the 2014-15 school year and made recommendations for 2015-16.

Recommended Action

McKeand/Hallett moved to accept the activities report and approved recommendations as follows: continue the 4:45PM activity bus routes for the 2015-16 school year and discontinue the 6:00PM route, continue the amount of wi-fi on the buses used to take students to contests for the 2015-16 school year, continue the current ticket structure, which includes SACS students, in the 2015-16 school year as presented; motion passed unanimously.

15. 2. Approval of 2015-16 School District Budget

Director of Finance Mike Burlager presented the 2015-16 Budget to the board for approval.

Recommended Action

McKeand/Swanson moved to approve the 2015-16 Budget as presented; motion passed unanimously.

15. 3. Technology - Approval of 2015-16 Preferred Technology Plan

JP Jacobson Director of Instructional Technology and Nancy Thul, Director of Teaching & Learning presented the 2015-16 preferred technology plan for approval.

Recommended Action

Berg/Hallett moved to approve the 2015-16 preferred technology plan for approval as presented; motion passed unanimously.

16. NEW BUSINESS DISCUSSION

17. NEW BUSINESS ACTION ITEMS

17. 1. 1st Readings of the School District Series 400 Policies plus Policies 704 and 715

Assistant Superintendent John Bezek presented School District Series 400 plus 704 and 715 Policies for 1st Reading.

1st Reading for the following with no change:

402 Disability Nondiscrimination

1st Reading for the following with updates:

- 401 Equal Employment Opportunity
- 403 Discipline, Suspension, and Dismissal of School District Employee
- 404 Employment Background Check
- 406 Public and Private Personnel Data
- 407 Employee Right to Know - Hazardous Substance
- 408 Subpoena of a School District Employee
- 409 Employee Publications, Instructional Materials, Inventions, and Creations
- 410 Family Medical Leave
- 412 Expense Reimbursement
- 413 Harassment and Violence
- 413FRM Harassment and Violence Reporting Form
- 414 Mandated Reporting of Child Neglect or Physical or Sexual Abuse
- 415 Mandated Reporting of Maltreatment of Vulnerable Adult
- 417 Chemical Use and Abuse
- 418 Drug-Free Workplace Drug-Free School
- 419 Tobacco-Free Environment
- 420 Students and Employees with Sexually Transmitted Infections and Diseases
- 422 Policies Incorporated by Reference
- 425 Staff Development
- 704 Development and Maintenance of an Inventory of Fixed Assets
- 715 Fund Balance

1st Reading to add the following:

- 404FRM Employment Background Checks Form
- 405 Veteran's Preference
- 406FRM Public and Private Personnel Data Form
- 414FRM Mandated Reporting of Child Neglect or Physical or Sexual Abuse Form
- 416 Drug and Alcohol Testing
- 421 Gifts to Employees and School Board Members
- 423 Employee-Student Relationships
- 424 License Status
- 427 Workload Limits for Certain Special Education Teachers

1st Reading to remove the following:

- 428 Employee Injury on the Job (contract language)
- 429 Tandem Teaching (contract language)
- 430 Staff Duty During Emergency School Closing (contract language)
- 426 Employee Conflict of Interest (421 Gifts to Employees and School Board Members is the replacement)
- 427 Physical Examination (contract language)

Recommended Action

McKeand/Berg moved to accept the 1st Readings of the School District Series 400 Policies as presented; motion passed unanimously.

17. 2. Set Sale Resolution for \$90,370,000 G.O. School Building Bonds, Series 2015A
Director of Finance Mike Burlager presented a resolution providing for sale of general obligation school building bonds, series 2015A; 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 for Board approval.

Recommended Action

Swanson/Tucker moved to approve the Set Sale Resolution for \$90,370,000 G.O. School Building Bonds, Series 2015A as presented; motion passed unanimously.

17. 3. Parameters Resolution for the \$12,130,000 G.O. School Building Bonds, Series 2015B
Director of Finance Mike Burlager presented a resolution authorizing the approval of the sale of general obligation school building bonds, series 2015B; 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 for Board approval.

Recommended Action

McKeand/Hallett moved to approve the parameters resolution for the \$12,130,000 G.O. School Building Bonds Series 2015B as presented; motion passed unanimously

17. 4. Terms and Conditions for Superintendent's Cabinet and Terms and Conditions for Supervisors, Managers and Unaffiliated Staff

Director of Human Resources Scott Hare previously presented information regarding terms and conditions for Superintendent's Cabinet and terms and conditions for Supervisors, Managers and Unaffiliated Staff to the Personnel Committee. Board acceptance was requested.

Recommended Action

Tucker/Berg moved to accept the two personnel policies for terms and conditions for the two groups as presented; motion passed unanimously.

17.5 Resignation of School Board Member Chuck Berg

School Board Member Chuck Berg presented his letter of resignation effective 7/31/15 due to his intent to seek another public office fall of 2015. His resignation is not a legal requirement, but Berg is doing so due to his own personal moral and ethical obligations. No action was taken at this time.

18. OTHER

19. COMMITTEE REPORTS

20. UPCOMING MEETINGS AND IMPORTANT DATES

June 8, 2015 Board Business Meeting 6:00PM

July 13, 2015 Board Business Meeting 6:00PM

July 28 - August 11, 2015 School Board Election Filing Period

August 24, 2015 Board Business Meeting 6:00PM

September 14, 2015 Board Business Meeting 6:00PM

21. ADJOURNMENT

At 7:31PM, McKeand/Hallett moved to adjourn as presented; motion passed unanimously.

14-15 OPENING LETTER

Dear Shakopee High School Students/Parents/Guardians:

Welcome to Shakopee High School! We cannot wait to start the 14-15 school-year and continue with the tradition of excellence that has defined SHS!

Students, whether this is your first year at SHS or you last, make this your year. Become a part of the Shakopee High School community; invest yourself in learning, set goals, join activities and athletics, attend events. High school is what you make of it, and be assured that there is a building and district full of staff who are passionate about helping you succeed and achieve your goals inside and outside of the classroom!

Parents and guardians, we invite you to join our high school team! Engage with your student about setting goals and investing themselves in their education. Continue helping your student understand the demands of the "real world" after high school. Communicate with staff and be involved in your child's high school experience by volunteering and supporting the work being done at SHS. We value you as a partner in what we hope to accomplish at the high school.

The 2014-2015 school year is my first year with you, and my goal is to make it the best year yet. Please do not hesitate contact us at the High School with any questions, comment, or concerns, and GO SABERS!

Ben Kusch – Principal

15-16 OPENING LETTER

Dear Shakopee High School Students/Parents/Guardians:

Welcome to Shakopee High School! We cannot wait to have you join us for the 2015-2016 school year! Students, whether this is your first year at SHS or your last, we encourage you once again to make the 2015-2016 academic year your year. Become a part of the Shakopee High School community by first and foremost investing yourself in your learning. Continue to set the bar high by setting goals, joining and participating in activities, clubs and athletics, and attending school and district events. High school is what you make of it, and be assured that there is a building and district full of faculty and staff who are passionate about helping you succeed and achieve your goals, inside and outside of the classroom.

Parents and guardians, we invite you to join our high school team and become engaged as well. Connect with your student about setting goals and investing themselves in their education by promoting leadership of self, as well as of others. Continue to help your student understand the demands of the "real world" after high school. Communicate with staff and be involved in your child's high school experience by volunteering and supporting the work being done at SHS. We value you as a partner in what we hope to accomplish at the high school.

The 2015-2016 school year is my second year with you and my goal is to make each year better than the last. Please do not hesitate to contact us at the high school with any questions, comments, or concerns, and GO SABERS!

Ben Kusch – Principal

14-15 TEXT

CELL PHONES AND OTHER ELECTRONICS

Information is readily available and accessible through many different forms of technology. During class time, teachers may ask the students to take out an electronic device to enhance and/or aid in the lessons. The use of any electronic devices not provided by the school district in the classroom would be for educational purposes only, as determined by the teacher. Electronic devices can't be used in the bathrooms or locker rooms of the school at any time. Students may use electronic devices during passing times and while at lunch.

Electronic devices include, but not limited to:

- Ipads
- Ipods
- Laptops
- Cell phones
- Kindles
- Ebooks
- Tablets

15-16 TEXT

TECHNOLOGY - CELL PHONES AND OTHER ELECTRONICS

Information is readily available and accessible through many different forms of technology. During class time, teachers may ask the students to take out an electronic device to enhance and/or aid in the lessons. The use of any electronic devices not provided by the school district in the classroom would be for educational purposes only, as determined by the teacher. Electronic devices can't be used in the bathrooms or locker rooms of the school at any time. Students may use electronic devices during passing times and while at lunch.

Electronic devices include, but are not limited to: iPads, iPods, laptops, cell phones, Kindles, e-books, tablets.

If a student is not using his/her electronic device for educational purposes, staff procedure is as follows:

Ask the student nicely to put it away.

Tell the student nicely to put it away.

Mine. Inform the student that the device will now be confiscated. Staff will then confiscate the device and bring it to the office for pick up at the end of the day and will send a referral through Infinite Campus. If the student refuses, the student will then be sent to the office. On a student's second violation of this rule, a parent is required to pick up the device.

14-15 TEXT

REGISTRATION FOR CLASSES AND SCHEDULE CHANGES

Students register for courses for the upcoming school year during the spring. We recommend that 10th and 11th graders register for a minimum of 6 credits. Students are required to be enrolled in a minimum of 5 credits per semester.

Students can view their schedules late in the summer. Schedule change requests can be made electronically or students can come in to the high school to fill out a schedule change request form. Schedule changes will not be made in order to select a particular teacher. Schedule changes will not be made in order to create a schedule which shortens the student's school day, unless approved by an administrator.

Schedule changes which drop a 6th or 7th academic course can be made within the first two weeks of the semester. Students will be placed in a study hall. Students taking 7 classes may be permitted to drop an elective with no penalty following consultation with the parent, counselor and teacher. This must occur prior to the end of the 1st or 3rd quarter or the student will receive an "F".

15-16 TEXT

REGISTRATION FOR CLASSES AND SCHEDULE CHANGES

Students register for courses for the upcoming school year during the spring. We recommend that 10th and 11th graders register for a minimum of 6 credits.

Students can view their schedules late in the summer. Schedule change requests can be made electronically or students can come in to the high school to fill out a Schedule Change Request form. Schedule changes will not be made in order to select a particular teacher.

Schedule changes can be made within the first 10 school days of the semester per the guidelines on the Schedule Change Request form. If a student drops a class after the 10 days, they will receive an "F" on their transcript.

14-15 TEXT

PARENT RESPONSIBILITY

When a student is absent from school the parent/guardian must call the school attendance line (952-496-5153). The parent/guardian will be asked to give a reason for the absence.

If a family trip is planned during school time, the parent/guardian is asked to call the school at least 24 hours before the first day of absence.

FAMILY TRIPS

Students who plan to go on a **family trip** must have a parent call the main office at least 24 hours in advance. Students can pick up the Vacation Form in the main office which they will use to notify teachers of absence and collect assignments. Students must make up as much assigned schoolwork in advance as possible.

Extended Family Trips – If a family is taking an extended family trip, exceeding 5 consecutive days of absence, we recommend the student make arrangements to meet with his/her assistant principal at least one week prior to leaving.

15-16 TEXT

PARENT RESPONSIBILITY

When a student is absent from school the parent/guardian must call the school attendance line (952-496-5153). The parent/guardian will be asked to give a reason for the absence.

If a family trip is planned during school time, the parent/guardian is asked to call the school at least 48 hours before the first day of absence and an Extended Leave Absence form should be filled out for your student. This form can be found online or picked up in the main office.

FAMILY TRIPS OR EXTENDED ABSENCES

Students who plan to go on a **family trip** must have a parent call the main office at least 24 hours in advance. Students can pick up the Extended Leave Absence Form in the main office which they will use to notify teachers of absence and collect assignments. Students must make up as much assigned schoolwork in advance as possible.

Extended Absence – If a family is taking an extended family trip, exceeding 10 consecutive days of absence, we recommend the student make arrangements to meet with his/her assistant principal at least one week prior to leaving.

****ADDITION TO 15-16 TEXT****

TARDY PROCESS

Once a student has been tardy to class 4 times, the teacher will send a referral and the student will receive lunch detention. This will occur every 4th tardy to follow. Recurring patterns will be examined and may result in further consequences. First period attendance will be taken at 8:30a.m. Students arriving to school after 8:30a.m. must get a pass from the main office.

This text regarding “clothing” has been in the back of the handbook in the Shakopee Guidelines for Secondary Student Behavioral Expectations and Consequences. We will keep the language there but also insert the language under Behavior Guidelines in the front of the handbook where it is easier for parents/students to find.

BEHAVIOR GUIDELINES & POLICIES

A full explanation of this policy, as well as the consequences can be found in the back of this handbook.

DISCIPLINE CONTINUED – ADDITIONAL INFORMATION AND TERMINOLOGIES

CLOTHING: Clothing may not include words that are lewd, obscene, disruptive, abusive, or discriminatory or which create a safety hazard, or which promotes products or activities that are illegal for minors. Dress or grooming which is disruptive to the classroom or school atmosphere is not allowed. Shoes must be worn at all times for health and safety reasons. Students may NOT wear hats or head coverings (except for religious reasons). Students may not wear facemasks that would prevent the student from being identified. Students must cover their midriff, upper body (no bra straps showing) and shorts may not be shorter than arm length at their sides.

Dear Shakopee High School Students/Parents/Guardians:

Welcome to Shakopee High School! We cannot wait to start the 14-15 school-year and continue with the tradition of excellence that has defined SHS!

Students, whether this is your first year at SHS or you last, make this your year. Become a part of the Shakopee High School community; invest yourself in learning, set goals, join activities and athletics, attend events. High school is what you make of it, and be assured that there is a building and district full of staff who are passionate about helping you succeed and achieve your goals inside and outside of the classroom!

Parents and guardians, we invite you to join our high school team! Engage with your student about setting goals and investing themselves in their education. Continue helping your student understand the demands of the "real world" after high school. Communicate with staff and be involved in your child's high school experience by volunteering and supporting the work being done at SHS. We value you as a partner in what we hope to accomplish at the high school.

The 2014-2015 school year is my first year with you, and my goal is to make it the best year yet. Please do not hesitate contact us at the High School with any questions, comment, or concerns, and GO SABERS!

Ben Kusch – Principal

**SHAKOPEE HIGH SCHOOL
MISSION STATEMENT:**

At Shakopee High School we are committed to the life-long success of each member of our school community. We recognize that all of us are global citizens and that understanding is promoted through interpersonal communication skills and critical thinking. We will achieve success by providing a nurturing, academically challenging, and technologically advanced environment, characterized by the acceptance of individual differences and the promotion of individual responsibility and self-esteem.

**SHAKOPEE HIGH SCHOOL HELPFUL
PHONE NUMBERS**

MAIN OFFICE:	(952)496-5152
PRINCIPAL:	Ben Kusch	(952)496-5151
ASSISTANT PRINCIPALS:	Paul Nettesheim: (A-L)	(952)496-5162
	Stuart Lang: (M-Z)	(952)496-5159
DEAN OF STUDENTS:TBD.....	
ACTIVITIES DIRECTOR:	John Janke	(952)496-5171
OFFICE STAFF:	Activities Office: Crissy Shoemaker	(952)496-5171
	Admin Assistant: Stephanie Janke	(952)496-5151
	Attendance: Sherry DeBehnke	(952)496-5153
	Counseling Office: Linda O'Connell	(952)496-5168
	Office Assistant: Colleen Carstens	(952)496-5165
	Registrar: Ronda Dessin	(952)496-5173

STUDENT SUPPORT: Special Ed Office: Lisa Gruetzmacher (952)496-5185
 Counselor: Erica Lang (A-F)..... (952)496-5187
 Counselor: Matt Horel (G-L) (952)496-5179
 Counselor: Nicole Drangstveit (M-R)..... (952)496-5164
 Counselor: LTS Jennifer Severson (S-Z) (952)496-5188
 College Counselor: Mike Jensen (952)496-5179
 Chemical Dependency Counselor: Paul Kelly (952)496-5169
 Psychologist: Brenda Geraghty..... (952)496-5196
 Social Worker: Heather Schroeder (952)496-5156
 Evaluation Team: Mary Anderson..... (952)496-5161
 Nurse: Joan Gunderson..... (952)496-5154
CULTURAL LIAISONS: Native American: Dee Buros (952)496-5790
 Russian: Svetlana Mshar (952)496-5094
 Somali: Ibrahim Mohamed..... (952)496-5041
 Spanish: Mary Hernandez..... (952)496-5906
MEDIA CENTER MAIN NUMBER..... (952)496-4193
HEAD CUSTODIAN: Dave Hollar (952)496-5158
HS RESOURCE OFFICER: Chris Christy (952)496-5167

Shakopee High School
100 17TH AVE. WEST
SHAKOPEE, MN 55379
www.shakopee.k12.mn.us

HIGH SCHOOL HOURS

The High School office is open from 7:30 a.m. to 4:00 p.m. on school days. The secretary will answer calls starting at 7:45 a.m. Voice messages may be left at any time. During the summer and on non-school days, the hours are 8:00 a.m. to 4:00 p.m.

<u>HOUR</u>	<u>START</u>	<u>END</u>
1st	8:20 AM	9:06 AM
2nd	9:11 AM	9:57 AM
3rd	10:02 AM	10:48 AM
4a	10:53 AM	11:13 AM
4b	11:13 AM	11:38 AM
4c	11:38 AM	12:03 PM
4d	12:03 PM	12:28 PM
5th	12:33 PM	1:19 PM
6th	1:24 PM	2:10 PM

7th	2:15 PM	3:00 PM
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Because of our concern for student supervision and safety, students who are not being directly supervised by a coach, director, or teacher need to exit the high school building by 3:30 p.m. Students who stay after school to work with other students on projects or complete homework are welcome to meet in our commons area until 4:00.

ACADEMICS

ACADEMICALLY APPROPRIATE COURSES

All Shakopee students are encouraged to take courses that will provide them with the appropriate challenge for their future education and career goals. Students and parents are encouraged to consider the most rigorous coursework available.

**Refer to the course registration guide found on the Shakopee High School website.

ACADEMIC ALL-CONFERENCE

Students who letter at the varsity level in a South Suburban Conference-sponsored activity (conference varsity sports, first band and chorus, etc. - this includes managers and cheerleaders) who have fulfilled all activity requirements as established by the coach, director or sponsor and have earned a cumulative GPA of 3.50 will be awarded the all-conference recognition.

ACADEMIC LETTERS

Students in grades 9-12 who achieve All-Academic status will be awarded an academic letter. Students must meet the following criteria:

- 9th grader 3.8 or higher GPA at the end of the school year and two courses in an *honors or accelerated course during the current school year.
- 10th grade: 3.67 or higher cumulative GPA at the end of the school year and two courses in an honors, accelerated, AP, or CIS classes during the current school year.
- 11th grade: 3.67 or higher cumulative GPA at the end of the school year and two courses in an honors, accelerated, AP, or CIS classes during the current school year.
- 12th grade: 3.67 or higher cumulative GPA and two courses in an honors, accelerated, AP, or CIS class during the first semester.

*The following classes fulfill the 2nd requirement:

- classes designated as honors, AP, PSEO, or CIS in the registration guides
- accelerated math
- Project Lead the Way classes for which students earn college credit

First time letter winners receive a chenille letter S and chenille academic bar.

Students who have previously lettered in athletics or activities receive an academic chenille bar the first time they letter in academics.

Once students have received a chenille academic bar, they will each receive a gold bar in the succeeding year(s).

ACADEMIC POLICY FOR ELIGIBILITY

It shall be the policy of Independent School District No. 720 to encourage its students to participate in co-curricular activities in order to enhance their total education. Keeping in mind, however, that their academic progress toward graduation is of the prime interest, any student of Shakopee High School desiring to participate in a co-curricular activity must be making satisfactory progress toward graduation in order to be eligible for such participation.

Freshmen:

4 credits at the end of the first semester* 10 credits at the end of the second semester (to be

eligible as a sophomore)

Sophomores:

15 credits at the end of the first semester 20 credits at the end of the second semester (to be eligible as junior)

Juniors:

27 credits at the end of the first semester 34 credits at the end of the second semester (to be eligible as a senior)

Seniors:

41 credits at the end of the first semester.

*After the first semester of the freshmen year, a student may have his/her eligibility restored after a two-week period of ineligibility (practices and contests) **IF** the student earned at least three credits during the first semester and is passing all of his/her classes each week during the second semester.

Any junior or senior who has not met the minimum credit requirements as stated above, but has exhibited a desire to improve his/her academic standing by obtaining passing marks in a minimum of ten subjects over the previous two consecutive semesters (including summer school) may be declared eligible by meeting guidelines laid out in this handbook. A student/athlete may also be declared eligible after one semester if s/he has achieved a GPA of 2.0 or better and passes a minimum of six classes.

Any student who does not have a cumulative grade point average of 1.7 (C-) shall be monitored by the Activities Office. The student's weekly eligibility (for both practice and events) will be determined on weekly progress reports turned into the Activities Office.

Should a semester end while an activity is in progress, the academic eligibility of a student shall be upgraded or downgraded as applicable.

FINALS

First Semester Final Dates: **Second Semester Final Dates:**

Jan. 21-23

June 2-4

****SENIORS last day of school: Friday, May 29th 2015.**

FINALS SCHEDULE

Day One:

Period 1	8:20 - 8:57
Period 5	9:02 – 9:39
Period 2	9:44 – 10:21
Period 3	10:26 – 11:03
Period 4	11:08 – 12:43
	A Lunch: 11:03 – 11:28
	B Lunch: 11:28 – 11:53
	C Lunch: 11:53 – 12:18
	D Lunch: 12:18 – 12:43
Period 6	12:48 – 1:25
Period 7	1:30 – 3:00 90 Min. FINAL

Day Two:

Period 1	8:20 – 9:40	90 Min. FINAL
Period 2	9:45 – 11:05	90 Min. FINAL
Period 3	11:10 – 12:30	90 Min. FINAL
Lunch	12:30 – 1:30	

Day Three:

Physical Ed/Health	3
Electives	<u>15</u>
Total credits:.....	48

All students must register for a minimum of five credits each semester. To graduate on time, students will need to average six classes per semester. The usual student load at Shakopee High School is six classes per semester. Many of our students take seven classes per semester.

Students must pass two fine arts courses to graduate. A list of courses that meet the fine arts requirement are available in the student registration guide that comes out at the beginning of each calendar year prior to registration.

GRADUATION CEREMONY PROCEDURES

All students participating in the graduation ceremony must wear the graduation attire selected by the class and school.

Students do not need to participate in the graduation ceremony to receive a diploma.

Participation in the graduation ceremony is an honor. Students may lose this honor if their behavior during their last semester causes the administration to question their ability to behave appropriately in a public ceremony.

Seniors must have a minimum of 46 credits in order to participate in the graduation ceremony.

HONOR GRADUATES

Graduating seniors may be recognized as honor graduates by attaining one of three standards at the end of 7 semesters of high school.

Students with a cumulative GPA between 3.3 and 3.59 are Commended Graduates.

Students with a cumulative GPA between 3.6 and 3.79 are Honor Graduates.

Students with a cumulative above 3.8 are High Honors Graduates.

All three groups of students receive honor cords.

CELL PHONES AND OTHER ELECTRONICS

Information is readily available and accessible through many different forms of technology. During class time, teachers may ask the students to take out an electronic device to enhance and/or aid in the lessons. The use of any electronic devices not provided by the school district in the classroom would be for educational purposes only, as determined by the teacher. Electronic devices can't be used in the bathrooms or locker rooms of the school at any time. Students may use electronic devices during passing times and while at lunch.

Electronic devices include, but not limited to:

- Ipads
- Ipods
- Laptops
- Cell phones
- Kindles
- Ebooks
- Tablets

INCOMPLETE GRADES

Students who receive an incomplete in a class must complete the class within two weeks from the end of that quarter. Failure to finish an incomplete within the allotted time may result in a failing grade and loss of credit.

INDEPENDENT STUDY POLICY

1. Students are not allowed to take a required course through Independent Study

2. Students must complete the required paperwork within ten days of the start of a semester.
3. Students will receive Pass/Fail grades on courses taken through Independent Study. The credit will count toward graduation requirements and the student's GPA will not be affected.
4. As a general rule, students will not be allowed to substitute an Independent Study class for a course already offered.
5. For more information about Independent Study options, students should see their counselor.

PARENT-TEACHER-STUDENT CONFERENCES

We structure conferences to provide you with an opportunity to meet and start a dialogue with teachers. An extended discussion is not possible, as we have asked parents and teachers to observe a five-minute time limit. If you would like to talk more in depth, it is always possible to schedule an appointment with the teacher for a different date. Conferences are held in the Commons or classrooms. Teachers are arranged in alphabetical order by department in the Commons. We encourage parents to bring students to conferences. The conference schedule can be found on the back inside cover of student planner and SHS website.

PASS/FAIL

Pass/fail grading may be assigned to a student by administrative action. These circumstances would include medical issues, hospitalizations and other situations deemed as appropriate by administration. A pass grade would be set at a D-.

REGISTRATION FOR CLASSES AND SCHEDULE CHANGES

Students register for courses for the upcoming school year during the spring. We recommend that 10th and 11th graders register for a minimum of 6 credits. Students are required to be enrolled in a minimum of 5 credits per semester.

Students can view their schedules late in the summer. Schedule change requests can be made electronically or students can come in to the high school to fill out a schedule change request form. Schedule changes will not be made in order to select a particular teacher. Schedule changes will not be made in order to create a schedule which shortens the student's school day, unless approved by an administrator.

Schedule changes which drop a 6th or 7th academic course can be made within the first two weeks of the semester. Students will be placed in a study hall. Students taking 7 classes may be permitted to drop an elective with no penalty following consultation with the parent, counselor and teacher. This must occur prior to the end of the 1st or 3rd quarter or the student will receive an "F".

REPEATING CREDITS

In order to graduate students must pass all required classes. If a student repeats a previously failed class, the "F" will stay on their transcript along with the passing grade earned when the course was re-taken.

REPORT CARDS

Report cards will be available online at the end of each semester. Progress reports will be available online at the end of the first and third quarter. Credits are earned at the end of the first and second semester. Cumulative Grade Point Averages are based on semester grades.

STUDY HALLS

Study halls are a part of the students' learning experience. Students are expected to bring materials and use their time wisely. Attendance in study hall is required.

TECHNOLOGY USE

To use a computer in the High School, students must:

- have a pass that indicates the project they are completing signed by their classroom teacher when going to the computer labs

- turn in a signed Acceptable Use Policy agreement form

Students must do the following to go to the computer lab during study hall:

- Get a pass from a classroom teacher explaining exactly what they need to do in the lab. The pass must indicate the project they are completing. Students cannot go to the computer lab to play games or “surf the net.”
- Go to study hall and show the pass to the study hall teacher and get a pass to the lab.
- Return to study hall at the end of the hour with the pass showing the time they arrived in the lab and when they left.

Having a pass to the lab does not mean you will be able to use it. If the lab is being used by a teacher and/or the lab is full, you will have to return to study hall. Students must always have the reason for using the lab written on a pass, whether they are coming from study hall or a classroom.

INTERNET ACCEPTABLE USE AND SAFETY

Please reference full statement of policy within the District Policy Manual 524

- A. The following uses of the school district system and Internet resources or accounts are considered unacceptable:
1. Users will not use the school district system to access, review, upload, download, store, print, post, receive, transmit or distribute:
 - a. pornographic, obscene or sexually explicit material or other visual depictions that are harmful to minors;
 - b. obscene, abusive, profane, lewd, vulgar, rude, inflammatory, threatening, disrespectful, or sexually explicit language;
 - c. materials that use language or images that are inappropriate in the education setting or disruptive to the educational process;
 - d. information or materials that could cause damage or danger of disruption to the educational process;
 - e. materials that use language or images that advocate violence or discrimination toward other people (hate literature) or that may constitute harassment or discrimination.
 2. Users will not use the school district system to knowingly or recklessly post, transmit or distribute false or defamatory information about a person or organization, or to harass another person, or to engage in personal attacks, including prejudicial or discriminatory attacks.
 3. Users will not use the school district system to engage in any illegal act or violate any local, state or federal statute or law.
 4. Users will not use the school district system to vandalize, damage or disable the property of another person or organization, will not make deliberate attempts to degrade or disrupt equipment, software or system performance by spreading computer viruses or by any other means, will not tamper with, modify or change the school district system software, hardware or wiring or take any action to violate the school district’s security system, and will not use the school district system in such a way as to disrupt the use of the system by other users.
 5. Users will not use the school district system to gain unauthorized access to information resources or to another person’s materials, information or files.
 6. Users will not use the school district system to post, transmit or distribute personal information about another person classified by state or federal law as private, confidential or not public.
 7. Users will not attempt to gain unauthorized access to the school district system or any other system through the school district system, attempt to log in through another person’s account, or use computer accounts, access codes or network identification other than

those assigned to the user. Messages and records on the school district system may not be encrypted without the permission of appropriate school authorities.

8. Users will not use the school district system to violate copyright laws or usage licensing agreements, or otherwise to use another person's property without the person's prior approval or proper citation, including the downloading or exchanging of pirated software or copying software to or from any school computer, and will not plagiarize works they find on the Internet.
9. Users will not use the school district system for conducting business, for unauthorized commercial purposes or for financial gain unrelated to the mission of the school district. Users will not use the school district system to offer or provide goods or services or for product advertisement.
- B. If a user inadvertently accesses unacceptable materials or an unacceptable Internet site, the user shall immediately disclose the inadvertent access to an appropriate school district official. In the case of a school district employee, the immediate disclosure shall be to the employee's immediate supervisor and/or the building administrator. This disclosure may serve as a defense against an allegation that the user has intentionally violated this policy. In certain rare instances, a user also may access otherwise unacceptable materials if necessary to complete an assignment and if done with the prior approval of and with appropriate guidance from the appropriate teacher or, in the case of a school district employee, the building administrator.

The use of the school district system and access to use of the Internet is a privilege, not a right. Depending on the nature and degree of the violation and the number of previous violations, unacceptable use of the school district system or the Internet may result in one or more of the following consequences: suspension or cancellation of use or access privileges; payments for damages and repairs; discipline under other appropriate school district policies, including suspension, expulsion, exclusion or termination of employment; or civil or criminal liability under other applicable laws.

SPECIFIC GUIDELINES FOR USE OF TECHNOLOGY

The Responsible User may not:

- Share his or her password with anyone
- Use the Internet for any illegal purpose
- Use/access profanity, obscenity, or other language that may be offensive to other users
- Violate the rules of common sense or etiquette
- Change computer files that do not belong to the user
- Send or receive copyrighted material without permission
- Use the network for financial gain, for commercial activity, or for any illegal activity
- Copy commercial software in violation of copyright laws
- Repost (forward) personal communication without the author's prior consent
- Violate any student's right to privacy

Students will not be allowed to use school computers until they have signed this agreement; parents may retain their copy and a copy will be kept on file at the school. Consequences for violations of the agreement may range from temporary or permanent revocation of rights to use of the computers in the building. If teachers allow students to use the Internet during the student's study hall, they must write a pass indicating what the student is researching.

We realize that students may accidentally come across web sites or information, which fall into one of the above categories. If this occurs, the student will not be disciplined if s/he leaves that site immediately and tells the teacher/supervisor immediately. If in doubt, ask your teacher or the lab supervisor.

Parents: It is easy to charge items on major credit cards on the Internet. We suggest that you do not give these credit card numbers to your students. Students are not to charge items for personal

use via the school's Internet connection.

TRANSCRIPTS

All transcripts must be ordered through the following website: www.parchment.com. If a transcript is needed for a scholarship, insurance company, etc. orders can still be placed through this website and will be sent directly to the recipient. If the scholarship is local, a transcript will be printed and submitted to the committee when the application is turned into the Career Center. All seniors planning to attend college will need to place an order to send a mid-term transcript to be accepted to a college. At the end of the year, a final transcript will need to be sent to the college of choice to prove graduation status. Instructions for Parchment can be picked up in the Career Center or by signing on to the website.

TUTORS

Tutors are available throughout the day to assist students in acquiring the content knowledge needed to be successful. For further information about what types of interventions and tutoring options are available, students should contact their counselor.

WITHDRAWAL PROCEDURES

If you are moving out of the district and will be attending a different school, the school office should be informed as early as possible. Prior to withdrawing students are required to return books and materials to their teachers and the media center, pay accumulated fees, clean out their lockers and complete the withdrawal form provided by his/her counselor. For more information please contact the High School Registrar, Ronda Dessin, at (952)496-5173.

Did you know that there are more options for your child other than traditional public school? In Minnesota, parents have a wide range of meaningful school options for their children. Approximately thirty percent of Minnesota's K-12 public school students access some form of school choice, including Open Enrollment, Charter Schools, Magnet Schools, Online Learning or State-Approved Alternative Programs. For school choice options please visit: <http://education.state.mn.us/MDE/JustParent/SchChoice/index.html>

ATTENDANCE

Our school is committed to the philosophy that every student should attend every class every day. Regular attendance and promptness are expected in all classes, and are essential for success in school. Learning to participate in group discussions, developing an appreciation for the views and abilities of other students, and forming the habits of regular attendance are legitimate objectives for any course, and learning that is lost due to absence can never be adequately replaced.

Education is more than reading and writing. The classroom contact with teachers and other students is vital to the development of critical thinking and evaluative processes.

Learning is enhanced by regular attendance. Students will learn the most and reach the highest level of achievement through regular attendance. Every absence stops the educational process for that day, and the information and interaction missed can never be made up. This is a well-established principle of education that underlies and gives purpose to the requirements of compulsory education in Minnesota.

Following this principle and our need to prepare students to be productive employees and citizens, we have established a policy of excused absences and unexcused absences. Family emergencies may be excused by the principal. It is our intention to be strong advocates for education. People want the education system to be accountable for the achievement of students. We cannot meet these expectations if students are not in attendance.

ASSISTANT PRINCIPAL RESPONSIBILITY

The attendance office and respective assistant principal will inform parents when their son or daughter has reached five, eight and eleven total absences. If a student accumulates eleven total

absences in a class, an assistant principal will inform the student and the student's parent(s) that he/she may be required to attend an attendance hearing where a contract will be drafted. Failure to abide by the attendance contract may result in a loss of credit.

PARENT RESPONSIBILITY

When a student is absent from school the parent/guardian must call the school attendance line (952-496-5153). The parent/guardian will be asked to give a reason for the absence.

If a family trip is planned during school time, the parent/guardian is asked to call the school at least 24 hours before the first day of absence.

Parents/guardians are encouraged to take an active role in promoting good attendance. They can do this by calling the school whenever there is an absence, calling the attendance secretary for information on the student's attendance record, calling individual teachers and counselors, looking over the attendance records available online, and noting attendance figures on report cards.

Parents will receive a computer generated phone call if their student is absent without any explanation. Students should come into the office the next day to clear the absence and/or receive more information.

If parents receive an attendance letter indicating their student has missed five or eight classes, the parent should call the student's assistant principal found at the bottom of the attendance letter. Parents who receive a third attendance letter stating that their student violated the attendance procedures and will be dropped from class should call an assistant principal (952-496-5152) to schedule an attendance hearing.

When a student has an extended absence due to medical problems the student may be eligible for additional services. Call the appropriate assistant principal for information on additional services.

PRINCIPAL RESPONSIBILITY

The principal shall maintain accurate records on student attendance. The principal shall meet with students and parents as requested by the counselors or assistant principals. Attendance hearings will be chaired by the principal or an assistant principal.

STUDENT RESPONSIBILITY

It is the student's responsibility to attend all classes and study halls every day. Educational progress is undoubtedly tied to attendance. A day of school missed can never truly be made up.

If the parent/guardian has failed to call in, an unexcused absence will be issued. The parent/guardian will have 24 hours in which to call in and change this to an excused absence.

It is the responsibility of the student to secure missed assignments.

Students will be given until 4:00 p.m. on the next school day to take care of pending absences. If a pending absence is not cleared, it becomes an unexcused absence (see section on unexcused absences).

Any student leaving the building during the day must come to the office to receive a blue pass. Failure to follow this procedure will result in an unexcused absence. Students must report to the office with the blue pass upon returning to the school.

TEACHER RESPONSIBILITY

Each teacher is required to take daily attendance and maintain his or her own attendance records for each class and study hall.

The teacher shall provide any student who has an excused or parent-verified absence with all assignments that can be completed outside the classroom.

The teacher shall inform students periodically of their unexcused tardies and absences. A teacher's failure to notify a student does not change the status of the absence or tardy. The teacher will correct any excused absences listed as unexcused or pending.

EXCESSIVE ABSENCES

Students may have a maximum of ten absences in a semester. Parents/guardians will be notified when students reach five, eight and eleven total absences. Students may lose class credit on the eleventh total absence.

EXCUSED ABSENCES

Parents must call within 24 hours in order for absences to be excused. Schoolwork may be completed for full credit following these absences if completed in reasonable amount of time. (See class rules handed out by the teachers on the first day.)

Students who need to leave school because they are ill must report to the nurse's office before any calls are made. Students will not be sent to the office to make phone calls during class time.

Students absent for doctor or dental appointments must bring a note from the doctor or dentist during final's week.

The following school sponsored events are considered excused and DO NOT need a parent phone call.

1. Field Trips
2. Support Groups
3. Fine Arts Activities
4. Athletic Activities
5. Academic Contests
6. Suspensions

FAMILY TRIPS

Students who plan to go on a **family trip** must have a parent call the main office at least 24 hours in advance. Students can pick up the Vacation Form in the main office which they will use to notify teachers of absence and collect assignments. Students must make up as much assigned schoolwork in advance as possible.

Extended Family Trips – If a family is taking an extended family trip, exceeding 5 consecutive days of absence, we recommend the student make arrangements to meet with his/her assistant principal at least one week prior to leaving.

GENERAL INFORMATION RELATED TO ATTENDANCE/ATTENDANCE ISSUES

Corridor Passes: Students who wish to move from one area of the building to another when classes are in session must have a hall pass. Students are expected to be considerate of others who are studying and in class by passing quietly. If you have been detained in the office or by a teacher, ask for a pass from the person who detained you before going to your next class.

Lunch Period: Shakopee High School has a closed lunch period. Please do not call in to excuse your student during lunch.

Make-Up Work Following an Absence: Students will have one day of make-up time for each day of absence. If a student is absent on Tuesday and returns on Wednesday, the work assigned on Monday will be due on Wednesday. The work missed on Tuesday will be due on Thursday. If a student does not make up the work in the allotted time, s/he may then fail the assignment or test.

Students Outside: Students are not allowed to leave the building without permission during the school day. Parents will be contacted when students are leaving the building without permission. Unauthorized absences from class may result in the loss of credit for that class.

PARTICIPATION IN ACTIVITIES AND ATHLETICS RELATING TO ATTENDANCE

Student activity participation on the day of an absence is governed by the following rules:

1. Students may participate with an excused absence, except those students who are ill and do not arrive before the start of third period. Parents are encouraged to keep students at home when they are ill and to forgo activity in the best interest of the student and the health of the other students participating in the activity.
2. Students may not participate if they have an unexcused absence during the day.
3. Students may not participate in or attend activities on the days that they are suspended, either in-school or out-of-school.

Activity Participation and Appointments-Parents should attempt to schedule doctor and dental appointments after school, or during study halls. Students who miss a practice due to a doctor or dental appointment will be excused from practice with no penalty.

Absences and Activity Membership-Students may not be dismissed from a squad for absences that the school has excused. Playing time is a separate issue and is up to the discretion of the coach/director.

PROCESS FOR ATTENDANCE HEARINGS

All students will receive written notification when they have had five, eight and eleven absences in a course. When students are nearing or have exceeded eleven absences they may be required to participate in an attendance hearing arranged by their assistant principal. At that hearing a panel including the AP, teachers and the student's counselor will work with the student and his/her family to create an attendance contract. If the contract is violated the student may lose credit in one or more of his/her classes.

UNEXCUSED ABSENCES

Students are considered unexcused until parent or doctor notification is received. Unexcused absences count toward the maximum of ten absences per semester.

Parents will receive an automated phone call and should call the school. Students may not be permitted to make up class work.

Students are considered truant from school under the following conditions:

1. A student under the age of sixteen who is absent from school without a lawful excuse
2. A student between the ages of sixteen and eighteen who is absent from school without a lawful excuse and does not have permission from their parents to quit attending school

Any student in these categories who accumulates seven or more full or partial days of unexcused absences is considered to be legally truant. The school will file truancy referrals in such circumstances with Scott County Court Services.

Students may be dropped from classes if they have accumulated more than ten absences, including both excused and unexcused.

Students will be automatically dropped from enrollment if they exceed 15 consecutive absences.

BEHAVIOR GUIDELINES & POLICIES

A full explanation of this policy, as well as the consequences can be found in the back of this handbook.

DISCIPLINE CONTINUED – ADDITIONAL INFORMATION AND TERMINOLOGIES

CORPORAL PUNISHMENT: The state law strictly prohibits corporal punishment. Corporal punishment involves the hitting or spanking of a student with or without an object or any unreasonable force that causes bodily harm or substantial emotional harm.

LOCKER POLICY: It is the policy of District 720 and the state of Minnesota (MS127.47) that school lockers, desks and other areas assigned to a student are the property of the school. At no time does the school relinquish its exclusive control of lockers provided for the convenience of

students. Inspection of lockers may be conducted by school authorities for any reason at anytime, without notice, without student consent and without a search warrant. The personal possessions of a student within a locker may be searched only when school authorities have reasonable suspicion that the search will uncover evidence of a violation of law or school rules. As soon as practicable after the search of a student's personal possessions, the school must provide notice of the search to the student whose locker was searched unless such disclosure would impede an ongoing investigation by police or school officials.

MODIFICATION OF CONSEQUENCES: Consequences for a specific violation may be adjusted on an individual basis.

PARENTAL QUESTIONS ABOUT DISCIPLINE: Parents may contact building administrators to discuss an infraction and/or consequence assigned if they have questions regarding the situation.

PHYSICAL RESTRAINT: Physical restraint may be used by administrators, teachers and/or other staff only where it is necessary to use reasonable force to keep a student from injuring himself or herself, others, or property.

POLICE LIAISON OFFICER: Police liaison officers work as school agents. When an offense is committed they may interview a student before calling a parent or legal guardian.

RECOMMENDATION FOR EXPULSION: Expulsion is a legal act which may be taken by the school board, not principals. That is why a meeting is held at the district level before such action is taken by the school board.

SCHOOL LOCATION: Includes a school building, school grounds, school activities or trips, bus stops, school buses or school vehicles, school-contracted vehicles, the areas of entrance or departure from school premises or events, and all school related functions.

SCHOOL PERSONNEL: Any person employed or under the direction/assignment of school personnel and who is acting within the scope of their assignment.

SCHOOL ORGANIZATION: A group, club organization having students as its primary members or participants.

SCHOOL TRANSFER: Transfer from the student's home school to another similar district school.

SCHOOL ZONE: (MN Statute 152.01 Subd 14a.) – (1) any property owned, leased, or controlled by a school district or an organization operating a nonpublic school, as defined in section 123B.41, subdivision 9, where an elementary, middle, secondary school, secondary vocational center or other school providing educational services in grade one through grade twelve is located, or used for education purposes, or where extracurricular or co-curricular activities are regularly provided; (2) the area surrounding school property as described in clause (1) to a distance of 300 feet or one city block, whichever distance is greater, beyond the school property; and (3) the area within a school bus when the bus is being used to transport one or more elementary or secondary school students.

SEARCH AND SEIZURE: Our goal is to maintain a safe environment for students, one that is free of drugs and weapons. To accomplish this goal we must, when given cause, search students, lockers and vehicles on the school grounds. School officials may conduct the search or the school may use drug sniffing dogs to conduct the search. ***Students are advised that cameras provide video surveillance in the building and the parking lot.***

School lockers remain the property of the school and may be inspected at any time without notice, without student consent, and without a search warrant. Personal possessions within the locker may be searched only when school officials have a suspicion that the search will uncover evidence of a violation of law or a school rule. Students will be notified of a search of their personal possessions as soon as possible following a search. In most cases, contraband will be turned over to the police.

Student vehicles may be searched based on observation of contraband in the vehicle or suspicion that the search will uncover evidence of a violation of law or a school rule. The student who drove the vehicle to school will be held responsible for the contraband and face school disciplinary action.

In most cases, contraband will be turned over to the police.

When a student's locker or vehicle is searched, the parent/guardian of the student will be contacted.

Under the threat of immediate danger, locker(s) and other areas will be searched immediately.

SEARCH OF VEHICLES: By entering the school parking lot, the person driving any vehicle is deemed to consent to a complete search of the vehicle for any reason. Such search may be conducted by school officials including the school custodian or by law enforcement officers at the schools request. The area of search will include the entire passenger compartment, engine compartment, trunk and under-carriage, and all containers therein, locked or unlocked.

SPECIAL EDUCATION/STUDENTS WITH DISABILITIES: Consequences for students with disabilities will be adjusted, as required by federal and state laws and regulations, and the student's individual education plan (IEP) or 504 Plan.

UNDER THE INFLUENCE: The following behaviors would indicate that a student is "under the influence": smells of alcohol or drugs, physical appearance (red eyes), incoherent, staggering or unsteady walk, slurred speech or comatose. A school authority will check for signs.

COMPLIANCE STATEMENT

Shakopee High School complies with all federal and state laws prohibiting discrimination on the grounds of race, color, national origin, creed, religion, sex, marital status and age.

Any person who feels that his/her rights under these policies have been violated should report the circumstances to the building principal.

PUPIL FAIR DISMISSAL ACT

See "Suspension and Expulsion Procedures" listed below.

SUSPENSION AND EXPULSION PROCEDURES

I. The staff shall recognize its continuing responsibility for the education of the pupil during the dismissal period to help prepare him/her for readmission.

II. **Definitions**

Adopted from the Pupil Fair Dismissal Act. (MS 121A.40-121A.56)

- A. **Dismissal.** "Dismissal" means the denial of the appropriate educational program to any pupil, including exclusion, expulsion, a suspension.
- B. **District.** "District" Independent School District No. 720.
- C. **Exclusion.** "Exclusion" means an action taken by a school board to prevent enrollment or re-enrollment of a pupil for a period that shall not extend beyond the school year.
- D. **Expulsion.** "Expulsion" means an action taken by a school board to prohibit an enrolled pupil from further attendance for a period that shall not extend beyond the school year.
- E. **Parent.** "Parent" means (a) one of the pupil's parents, or (b) in the case of divorce, legal separation or illegitimacy, the custodial parent.
- F. **Pupil.** "Pupil" means any handicapped or non-handicapped student under 21 years of age eligible to attend a public elementary or secondary school within the district.
- G. **School.** "School" means any school as defined in Minnesota Statutes, Section 120A.05.
- H. **School Board.** "School board" means the governing body of the school district.
- I. **Suspension.** "Suspension" means an action taken by the school administration, under rules promulgated by the school board, prohibiting a pupil from attending school for a period of no more than five days. This definition does not apply to dismissal from school for one school day or less. Each suspension action shall include a readmission plan. The readmission shall include, where appropriate, a provision for alternative programs to be implemented upon readmission. Suspension may be consecutively imposed against the same pupil for the same course of conduct, or incident of misconduct, except where the

pupil will create an immediate and substantial danger to persons or property around him/her. In no event shall suspension exceed 15 school days, provided that a suspension exceeds five days.

III. Pre-Condition to Dismissal (Suspension exceeding 5 days, exclusion or expulsion.)

No school shall dismiss any pupil without attempting to provide alternative programs or education prior to dismissal proceedings. Such programs may include special tutoring, modification of the curriculum for the pupil, placement in a special class or assistance from other agencies.

IV. Grounds for Dismissal.

A. Statutory Grounds. A student may be dismissed on the following grounds:

1. Willful violation of any reasonable school board regulation. Such regulation must be clear and definite to provide notice to pupils that they must conform their conduct to its requirements;
2. School Board Regulation.
 - a. Incorporation of conduct regulation. The School Board of Independent School District No. 720, in adopting this policy, hereby adopts and incorporates into the policy the following school board regulation relative to student behavior.
 - b. Forbidden Conduct. Any pupil who willfully engages in any of the following conduct at school, at school activities, on a school bus, or on school grounds shall be subject to discipline including dismissal from school.
 - i. Possesses, sells, consumes or is under the influence of alcohol or unauthorized drugs or controlled substances or possesses or sells equipment intended for use in connection with consumption of the same;
 - ii. Uses smoking materials; engages in the illegal possession, sale or consumption of tobacco; or otherwise violates a school rule with respect to smoking a tobacco;
 - iii. Is absent without excuse from school or class with or without the knowledge of any parent or guardian.
 - iv. Destroys or damages the property of another;
 - v. Takes or keeps the property of another;
 - vi. Refuses to obey a school or school district regulation, or a directive of any person in a position of authority;
 - vii. Physically or verbally abuses another person;
 - viii. Possesses a weapon as defined by law;
 - ix. Extorts, or attempts to extort, threatens to extort, harass or terrorize another person;
 - x. Violates a state or federal statute; or local ordinance;
 - xi. Engages in conduct that materially and substantially disrupts the education process;
 - xii. Engages in conduct that endangers the pupil or another person, or the property of the school or of another person;
 - xiii. Violates any other rules or regulations of the school district.

V. Suspension

A. Pre-Condition

No suspension from school shall be imposed without an informal administrative conference with the pupil, except where it appears that the pupil will create an immediate and substantial danger to persons or property around him/her.

B. Procedures

1. A written notice containing the grounds for suspension, a brief statement of the facts, a description of the testimony, a readmission plan, and a copy of this Act, shall be personally served upon the pupil at or before the time the suspension is to take effect, and upon his/her

parent or guardian by the certified mail within 48 hours of the conference. In the event the pupil is suspended without an informal administrative conference on the ground that the pupil will create an immediate and substantial danger to persons or property around him/her, the written notice shall be served either personally or by certified mail upon the pupil and his/her parent or guardian within 48 hours of the suspension. Service by certified mail is complete upon mailing.

2. Notwithstanding the provisions of Part V, A and B, the pupil may be suspended pending the school board's decision in the expulsion hearing; provided that an alternative program shall be implemented to the extent that suspension exceeds five days.
3. A student will be readmitted to school following the expiration of the suspension, unless expulsion proceedings have been commenced.

VI. Expulsion

A. Pre-Condition

No exclusion or expulsion shall be imposed without a hearing unless the pupil and parent or guardian waives the right to a hearing in writing. The school board or its agent shall initiate the action.

B. Notice. Written notice of intent to exclude or expel shall:

- a. Be served upon the pupil and his/her parent or guardian by certified mail;
- b. Contain a complete statement of the facts, a list of the witnesses and a description of their testimony;
- c. State the date, time and place of the hearing;
- d. Be accompanied by a copy of the Pupil Fair Dismissal Act;
- e. Describe alternative educational programs accorded the pupil prior to the commencement of the expulsion or exclusion proceedings; and
- f. Inform the pupil and parent or guardian of the right to:
 1. have legal counsel at the hearing;
 2. examine the pupil's records before the hearing;
 3. present evidence; and
 4. confront and cross-examine witnesses.

C. Hearing Scheduled. The hearing shall be scheduled within ten days of the service of the written notice unless an extension, not to exceed five days, is required for good cause by the school board, pupil, parent or guardian.

D. Hearings: Open or Closed. The hearing shall be closed unless the pupil, parent, or guardian requests an open hearing.

E. Hearing: Time and Place. The hearing shall be at a time and place reasonably convenient to pupil, parent or guardian.

F. Right of Representation. The pupil shall have the right to a representative of his/her own choosing, including legal counsel. If a pupil is financially unable to retain counsel, the school board shall advise the pupil's parent or guardian of available legal assistance.

G. Hearing: By Whom. The hearing shall take place before:

- a. An independent hearing officer;
- b. A member of the school board;
- c. A committee of the school board; or
- d. The full school board; as determined by the board.

H. Proceedings Recorded. The proceedings of the hearing shall be recorded and preserved, at the expense of the school district, pending ultimate disposition of the action. Testimony

shall be given under oath. The hearing officer or a member of the school board shall have the power to issue subpoenas and administer oaths.

- I. Access to Records. At a reasonable time prior to the hearing, the pupil, parent or guardian or his/her representative shall be given access to all public school system records pertaining to the pupil, including any tests or reports upon which the proposed action may be based.
- J. Witnesses, Confrontation, Cross-Examination. The pupil, parent or guardian or his/her representative shall have the right to compel the attendance of any official employee or agent of the public system or any public employee or any other person who may have evidence upon which the proposed action may be based, and to confront and cross-examine any witnesses testifying for the public school system.
- K. Right to Present Evidence. The pupil, parent or guardian or his/her representative shall have the right to present evidence and testimony, including expert psychological or educational testimony.
- L. Not Compelled to Testify. The pupil cannot be compelled to testify in the dismissal proceedings.
- M. Substantial Evidence. The recommendation of the hearing officer or school board member or committee shall be based solely upon substantial evidence presented at the hearing and be made to the school board within two days of the end of the hearing.
- N. Decision. The decision by the school board shall be based upon the recommendation of the hearing officer or the school board member or committee and shall be rendered at a special meeting within five days after receipt of the recommendation. The decision shall be in writing and the controlling facts found upon which the decision is made shall be stated in sufficient detail to apprise the parties and the Commissioner of Education of the basis and reason for the decision.

VII. Other Reports and Notice Requirements

A. Report to Service Agency

The school board shall report any action taken pursuant to this Act to the appropriate public service agency, when the pupil is under the supervision of such agency.

B. Report to Commissioner of Education

The school board shall report each exclusion or expulsion within 30 days of the effective date of the action to the commissioner of education. The report shall include a statement of alternative programs of education accorded the pupil prior to the commencement of exclusion or expulsion proceedings.

C. Notice of Right to be Reinstated

Whenever a pupil fails to return to school within ten school days of the termination of dismissal, the pupil and his/her parents shall be informed by certified mail of the pupil's right to attend and to be reinstated in the public school.

VIII. Non-Credit Programs

The procedure required by this policy need not be observed in connection with discipline related solely to school programs and activities for which no credit is granted.

IX. Responsibilities

A. Evaluation

1. The Board of Education will periodically review and consider changes in the specific regulation submitted by each school or department.
2. Prior to submission to the board and superintendent, the building principal or department head, in cooperation with staff and students, will review rules and regulations.

B. Enforcement

1. All the adult building personnel are responsible for the consistent enforcement of school rules and regulations.
2. The building principal will suspend and only the principal will initiate expulsion or exclusions.

C. Communication

1. It will be the responsibility of the principal to see that each student is given a copy of the building rules and regulations.
2. All rules and regulations will be reviewed with students as to their content and intent.
3. A copy of each building's rules and regulations will be provided to parents.

X. Incorporation of Dismissal Act: Controlling Effect

The Pupil Fair Dismissal Act, M.S. 121A.40-56 is attached to and made a part of this policy. To the extent this policy is inconsistent with the Pupil Fair Dismissal Act, the Act is controlling.

TENNESSEN WARNING

The Minnesota Government Data Practices Act (Minn. Stat. 13.01 et seq.) provides that an individual asked to supply private or confidential data concerning the individual has the right to be informed of the following:

1. The purpose and intended use of the requested data;
2. Whether the individual may refuse or is legally required to supply the requested data;
3. Any known consequence of supplying or refusing to supply the private or confidential data; and
4. The identity of persons or entities authorized by state or federal~ law to receive the data. Minn. Stat. 13.04, subd. 2. This notice is commonly called a Tennesen warning.

USE OF REASONABLE FORCE

“A teacher, school employee, school bus driver or other agent of a district may use reasonable force in compliance with Minnesota Statutes §121A.582 and other laws.”

EXTRA-CURRICULAR ACTIVITIES & ATHLETICS

ACTIVITIES – GENERAL INFORMATION

Shakopee High School has an extensive activities program. This includes athletics, band and vocal groups, clubs, drama, yearbook, speech, and academic competition teams. All students are encouraged to become involved in activities. Activities make high school both more enjoyable and more meaningful. All of these activities are under the direction of Mr. John Janke, Activities Director.

All activities, whether associated with the High School League or not, will follow the rules for eligibility set down by the Minnesota State High School League. All activities will follow the rules for academic eligibility as set down by the school.

Students wishing to become involved in an activity should listen for announcements, attend organization meetings and/or talk to the coach/director.

ACTIVITY FEES

As of this publication date, fees for anyone student in grades 9 – 12 are as follows:

All Sports, Cheerleading and Speech	\$120
Instructional Competition Activities, Band and/or Choir, Mascot	\$40
Drama (only for those cast members who perform on stage)	\$40 fee per play

There is a per-person limit of \$360 each year and a family limit of \$480 (grades 7-12 inclusive). Please see Activity Director's assistant if you believe you or your family has exceeded the limit. Please save your receipts to help you keep track of these limits. If you are unable to pay the fees, see Mr. Janke to have the fees waived.

ACTIVITY PARTICIPATION AND ATTENDANCE

To participate in and/or attend school activities, students must be in regular attendance during the school day. (See the Attendance Procedures for Students. Students who have an unauthorized absence during the day may not participate in activities after school.)

Students who are in an in-school or out-of-school suspension may not attend or participate in activities on the day(s) of the suspension.

If you have a question on an absence and activity participation, see your counselor, the Activities Director, or the Principal.

SCHEDULE

FULL-YEAR ACTIVITIES (MALE & FEMALE)

Instrumental Music: Mr. Christenson, Director:

Band/Jazz Band/Wind Ensemble/Band Council/Jazz Group

Vocal Music: Mr. Kovic and Mr. Butler, Directors:

Choir Board/Concert Choir/Saber Choir/Bel Canto Choir/Vocal Chords Jazz Group/Madrigal Singers/ Men's Chorus/Chamber Ensemble/Music Listening Contest

Alcohol Decisions Group

Mr. Paul Kelly

HOSA

Ms. Elizabeth Duehr

Student Council

Mr. Mike Jensen

FLA

Ms. Sara Gilkison

Yearbook

Mr. Andy Brown

Drama Club

Mr. Thom Amundsen

National Honor Society

Ms. Shirley Wingert

FALL ACTIVITIES

Football

M

Coach Jody Stone

Swimming/Diving

F

Coach Katlin Mulsoff

Volleyball

F

Coach Matt Busch

Cross Country

M

Coach Jason Sheeley

Cross Country

F

Coach Nick Larson

Cheerleading

M & F

TBD

Tennis

F

Coach Susan Allen

Soccer

M

Coach Jon Poppen

Soccer

F

Coach James See

Drama

M & F

Director Thom Amundsen

Youth in Government

M & F

Advisor Nancy LaTour

WINTER ACTIVITIES

Basketball

F

Coach Juan Mitchell

Basketball

M

Coach Bruce Kugath

Swimming/Diving

M

Coach Eric Hills

Dance Team

F

Coach Rachael Schweigert

Wrestling

M

Coach Mark Neu

Cheerleading

M & F

Coach TBD

Hockey

F

Coach Matt Klein

Hockey

M

Coach Lee Engstrom

Speech

M & F

Coach Rachael Evenson

One Act Play	M & F	Director Thom Amundsen
Math League	M & F	Coach Ellen Goettsch
Knowledge Bowl	M & F	Coach Matt Johnston

SPRING ACTIVITIES

Baseball	M	Coach Tom Schleper
Softball	F	Coach Neil Johnson
Track	F	Coach Nick Larson
Track	M	Coach Tim Christensen
Golf	F	Coach Jon Miller
Golf	M	Coach Matt Klein
Tennis	M	Coach Susan Allen
Lacrosse	F	Coach Alison Stortz
Lacrosse	M	Coach Chris Adams
Drama	M & F	Director Thom Amundsen

Our **Drama Department** stages a musical in the fall and a play in the spring. In January drama students may participate in the one act play competition sponsored by the High School League.

Students may participate in a variety of academic competitions, including **Math League**. **Student Council** is our forum for student leadership. Concerns should be directed to members. It is their role to discuss issues with the administration and develop a plan of action for resolution.

SCHOOL SONG

Fight, fight, fight, for Shak-o-high,
 We're going to fight, fight, fight for fame.
 Fight, fight, fight for Shak-o-high,
 We're going to fight to win this game.
 Glory and honor to our high school,
 Shak-o-high we'll stay right with you while you
 Fight, fight, fight for Shak-o-high,
 We're going to fight, fight, fight, fight!

SPECTATOR EXPECTATIONS AT CO-CURRICULAR EVENTS

- We welcome enthusiastic fans that come to watch the game/performance and encourage our team/performers. Good sportsmanship is our goal and our trademark.
- Please arrive at an appropriate time prior to the beginning of an auditorium event. If this is not possible, please enter quietly at an appropriate time, such as a scene change or after the first musical selection.
- Running, throwing candy, or horseplay, like grabbing hats or playing catch in crowded areas is both annoying and dangerous. Spectators that endanger themselves or others by their behavior will be ejected from the event.
- If you need to leave a performance, wait for an appropriate time and leave quietly using extreme care to not let the auditorium doors slam.
- We thank fans for patronizing our concession stand. Remember that rude behavior such as cutting in line or speaking rudely to those working there is not acceptable.
- Only **covered beverages** are allowed in the gymnasium or auditorium.
- Please refrain from loud behavior that would be distracting to the performers and the other audience members at fine arts activities.
- Applause is appropriate when music groups enter and exit the stage and after each selection

during a musical performance. However, songs that have more than one movement do not require applause until the end of the final movement when the conductor steps off the podium. During theatrical performances, applause is appropriate at the end of scenes and acts, after songs (musical only), and at the end of the performance.

- Toys should be left at home. Game balls must be left at the gate.
- We expect spectators to address volunteers, supervisors and each other respectfully. Offensive language has no place at Shakopee Saber activities.
- Firecrackers, smoke bombs or weapons of any kind are strictly prohibited at any District 720 activity. Violators may be subject to state and/or federal law.
- Banners and signs are not permitted, except those done by cheerleaders or those otherwise approved by school officials. Signs are to be designed to promote positive, enthusiast support.
- Use of noisemakers, horns whistles or other artificial attention-getters is not permitted by the South Suburban Conference.

The Shakopee School District operates under a set of Community Values. Two of those values are responsibility and respect for others. We are asking that as a parent you review these values with your children before they attend any sports or fine arts activity.

SPORTSMANSHIP EXPECTATIONS

Shakopee School District students are expected to demonstrate socially accepted behavior. Student participants in co-curricular activities represent the school in a very public manner, and thus student conduct is under close scrutiny. Because of their visibility and status as role models for younger students, proper conduct and abiding by school rules, Minnesota State High School League rules and local and state laws is expected of all students involved in co-curricular activities.

Students representing Shakopee High School are expected to conduct themselves in a manner that will not cause the school, parents, our community, any team/group or coaches/advisors embarrassment. This applies whenever the student is part of any activity, either athletic or non-athletic, before or after a contest/performance or practice, in transit to and from activities, or at any function associated with the activity. Parents, who are role models for their children, are also expected to display positive sportsmanship at all athletic contests. The South Suburban Conference has established a sportsmanship credo which ALL individuals are expected to follow.

Any acts of student misconduct may result in disciplinary action whether or not this misconduct is directly involved with a school event or activity. Students will be disciplined for misbehavior at both home and away events. The Minnesota State High School League's Code of Responsibility allows school authorities to discipline students for violation of League rules.

Disciplinary action may include: a conference with the coach/Activities Director/principal, a meeting with parents and possibly either suspension or dismissal from the team or activity. Other appropriate disciplinary action may be taken by the school administration. This could include detention, suspension, exclusion from school activities and/or expulsion.

In addition, coaches/advisors may establish their own specific policies. These policies should be presented to players and parents at the beginning of the season and are subject to the approval of the Activities Director.

Acceptable and Unacceptable Behavior Standards as Specified by the National Federation of State High School Associations

Applause during introduction of players, coaches and officials.	Yelling or waving arms to distract or interfere, such as during an opponent's free-throw attempt.
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Players shaking hands with an opponent who leaves a contest while both sets of fans recognize player's performance with applause	Disrespectful or derogatory yells, chants, songs, or gestures.
Accept all decisions of officials.	Booing or heckling an official's decision.
Cheerleaders lead fans in positive school yells in positive manner.	Criticizing officials in any way; displays of temper with an official's call.
Handshakes between participants and coaches at the end of a contest, regardless of outcome.	Yells that antagonize opponents.
Treat competition as a game, not war.	Refusing to shake hands or give recognition for good performances.
Coaches/players search out opposing participants to recognize them for an outstanding performance or coaching.	Blaming loss of game on officials, coaches, or participants.
Applause at the end of a contest for the performances of all participants.	Laughing, waving arms or name-calling to distract an opponent, which may lead to ejection and further action.
Everyone showing concern for injured players, regardless of the team.	Use of profanity or displays that draw attention away from the game.
Encourage surrounding people to display only sportsmanlike conduct.	Doing individual yells instead of following the lead of cheerleaders.

STATE TOURNAMENT DISMISSAL (GENERAL GUIDELINES)

Students will be dismissed for state tournaments in which Shakopee teams or individuals participate. Parents must call in to excuse their child from school. Dismissal times and deadlines will depend on game times.

STUDENT RIGHTS

HARASSMENT AND VIOLENCE POLICY

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The school district prohibits any form of religious, racial or sexual harassment and violence.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school district to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The school district prohibits any form of religious, racial or sexual harassment and violence.
- B. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to harass a pupil, teacher, administrator or other school personnel

through conduct or communication of a sexual nature or regarding religion and race as defined by this policy. (For purposes of this policy, school personnel includes school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the district.)

- C. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to inflict, threaten to inflict, or attempt to inflict religious, racial or sexual violence upon any pupil, teacher, administrator or other school personnel.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of religious, racial or sexual harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

III. RELIGIOUS, RACIAL AND SEXUAL HARASSMENT AND VIOLENCE DEFINED

A. Sexual Harassment: Definition

- 1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:
 - a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education;
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education;
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.
- 2. Sexual harassment may include but is not limited to:
 - a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of gender.

B. Racial Harassment: Definition

Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

- 1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance;
- 3. otherwise adversely affects an individual's employment or academic opportunities.

C. Religious Harassment: Definition

Religious harassment consists of physical or verbal conduct which is related to an individ-

ual's religion when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance.

D. Sexual Violence: Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. 609.341, includes the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - a. Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - b. Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
 - c. Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another;
 - d. Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

E. Racial Violence: Definition

Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

F. Religious Violence: Definition

Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

G. Assault: Definition

Assault is:

1. An act done with intent to cause fear in another of immediate bodily harm or death;
2. The intentional infliction of or attempt to inflict bodily harm upon another; or
3. The threat to do bodily harm to another with present ability to carry out the threat.

IV. REPORTING PROCEDURES

- a. Any person who believes he or she has been the victim of religious, racial or sexual harassment or violence by a pupil, teacher, administrator or other school personnel of the school district, or any person with knowledge or belief of conduct which may constitute religious, racial or sexual harassment or violence toward a pupil, teacher, administrator or other school personnel, should report the alleged acts immediately to an appropriate school district official designated by this policy. The school district encourages the reporting party of complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent.
- b. In each school building: The building principal is the person responsible for receiving oral or written reports of religious, racial or sexual harassment or violence at the building level. Any adult school district personnel who receives a report of religious, racial or sexual harassment or violence shall inform the building principal immediately.
- c. Upon receipt of a report, the principal must notify the school district human rights officer

immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

- d. In the District: The school board hereby designates the school district Human Resources Manager as the school district human rights officer(s) to receive reports or complaints of religious, racial or sexual harassment or violence. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- e. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- f. Submission of a good faith complaint or report of religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments.
- g. Use of formal reporting forms is not mandatory.
- h. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

V. INVESTIGATION

- a. By authority of the school district, the human rights officer, upon receipt of a report or complaint alleging religious, racial or sexual harassment or violence, shall immediately undertake or authorize and investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- b. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- c. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- d. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged religious, racial or sexual harassment or violence.
- e. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- a. Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent

with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

- b. The results of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VII. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who makes a good faith report of alleged religious, racial or sexual harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be posted in each school building in an area accessible to pupils and staff members, and on the school district web site.
- B. This policy shall appear in the student handbook.
- C. The school district will develop a method of discussing this policy with students and employees.
- D. This policy shall be periodically reviewed for compliance with state and federal law.

HAZING PROHIBITION

I. **PURPOSE** - The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY -

- No student, teacher, administrator, volunteer, contractor or other employee of the Shakopee Public Schools shall plan, direct, encourage, aid or engage in hazing.
- No teacher, administrator, volunteer, contractor or other employee of the Shakopee Public Schools shall permit, condone or tolerate hazing.
- Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- This policy applies to behavior that occurs on or off school property and during and after school hours.
- A person who engages in an act that violates school policy or law in order to initiate into or affiliated with a student organization shall be subject to discipline for that act.
- The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

- A. **“Hazing”** - Committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term hazing includes, but is not limited to:
- Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.
 - Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 - Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 - Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
 - Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

“Student organization” - A group, club or organization having students as its primary members or participants. It includes all grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

- Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct, which may constitute hazing, shall report the alleged acts immediately to the School District Human Rights Officer(s) or building principal.
- The building principal is the person responsible for receiving reports of hazing at the building level. Any person may report hazing directly to a School District Human Rights Officer(s) or the Superintendent.
- Teachers, administrators, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events that might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct, which may constitute hazing, shall inform the building principal immediately.
- Submission of a good faith complaint or report of hazing will not affect the complainant or reporter’s future employment, grades or work assignments.

V. SCHOOL DISTRICT ACTION

- Upon receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of hazing.
- Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline prohibited behavior. School dis-

trict action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, school district policies and regulations.

VI. REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who retaliates against any person who makes a good faith report of alleged hazing or against any person who testifies, assists, or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VII. DISSEMINATION OF POLICY

This policy shall appear in all staff, student and parent handbooks.

NOTICE OF NONDISCRIMINATION

Independent School District 720 is committed to a policy on non-discrimination. The school district will not discriminate in any matters concerning staff, students, educational programs and services and persons with whom the board does business.

In addition to compliance with all federal and state laws, the school district shall consider discrimination to be an overt or covert behavior that excludes participation in or denies the benefits derived from any educational program or employment opportunity based on race, color, creed, religion, national origin, sex, sexual orientation, marital status, disability, status with regard to public assistance and age.

In keeping with the school district's commitment and the requirements of law, the school district will establish and maintain a program designed to identify, remediate and prevent discrimination in employment, assignment and promotion of personnel; in educational programs, services and opportunities offered students and staff; in location and use of facilities; and in educational materials.

RIGHTS REGARDING PUPIL RECORDS

Independent School District No. 720 gives notice to parents of students currently in attendance in the district, and eligible students currently in attendance in the district, of their rights regarding pupil records.

Independent School District No. 720 has adopted a board policy in order to comply with state and federal laws regarding education records. The policy does the following:

It classifies records as public, private or confidential.

It establishes procedures and regulations to permit parents or students to inspect and review a student's education records. These procedures include the method of determining fees for copies, a listing of the locations of these education records, and the identity of the individuals in charge of the records.

It establishes procedures and regulations to allow parents or students to request the amendment of a student's education records to ensure that the records are not inaccurate, misleading, or otherwise in violation of the student's privacy or other rights.

It establishes procedures and regulations for access to and disclosure of education records.

It establishes procedures and regulations for safeguarding the privacy of education records and for obtaining prior written consent of the parent or student when required prior to disclosure.

Copies of Board policy and accompanying procedures and regulations are available to parents and students upon written request to the Office of Superintendent of Schools.

- Pursuant to applicable law, Independent School District No. 720 gives notice to parents of students currently in attendance in the district, and eligible students currently in attendance in the district, of their rights regarding "Directory Information."
- "Directory information" includes the following information relating to a student: the student's name; date and place of birth; major field of study; participation in officially recognized activities

and sports; weight and height of members of athletic teams; dates of attendance; degrees and awards received; the most recent educational agency or institution attended by the student; and other similar information. "Directory information" does not include identifying information on a student's religion, race, color, social position or nationality.

- The information listed above shall be public information which the school district may disclose from the education records of a student.
- Should the parent of a student or the student so desire, any or all of the listed information will not be disclosed without the parent's or eligible student's prior written consent except to school officials as provided under federal law.
- In order to make any or all of the directory information listed above "private" (i.e. subject to consent prior to disclosure), the parent or eligible student must make a written request to the building principal within thirty (30) days after the date of the last publication of this notice. This written request must include the following information: name of student; home address; school presently attended by student; parent's legal relationship to student, if applicable; specific category or categories of directory information which is not to be made public without the parent's or eligible student's prior written consent.
- Complaints regarding alleged violations of rights accorded parents or eligible students by the federal law and the regulations promulgated there under may be submitted in writing to the Student Family Education Rights and Privacy Office, U.S. Department of Education, Washington, DC 20202.

STUDENT SERVICES

BUSSES

Busses are provided for students who live more than two miles from the main entrance of the high school. Students who wish to ride the bus home with a friend must call the bus company, Palmer Bus Services, at 952-445-1166 for permission. The call should be made at least one day in advance. Consequences for violating transportation expectations are outlined in the **Behavior Guidelines** section of the handbook.

CAREER CENTER/STUDENT SUPPORT SERVICES

The Career Center/Student Support Services office is located off the Commons area. The following services are available in this office, or students may be referred to other services within the building or outside the building:

SCHOOL COUNSELORS: Counselors are available to help students with their high school academic program, post-high school planning, and personal counseling referrals. If students are experiencing any problems, they can consult their counselor for direction and help.

CAREER CENTER SPECIALIST: The Career Center Specialist can assist students with the college selection, application, and scholarship process. The specialist also helps students to select and research possible careers as well as students interested in working with the Naviance/Family Connection system.

CHEMICAL HEALTH: Students concerned about their own chemical use, or a friend's chemical use, may contact their counselor in the Student Services office. Their counselor may make a referral to the Chemical Health Counselor at SHS. Students and parents may contact the Chemical Health Counselor directly without a referral.

HIGH POTENTIAL COORDINATOR: The High Potential Coordinator is available to help students maximize their potential. This might include help with course selection, scheduling, selecting options, etc. Seniors may want to consult with the coordinator on college selection and admission.

MENTAL HEALTH COUNSELORS: Students experiencing emotional difficulties should contact their counselor for referral to the school psychologist or social worker. This includes students experiencing problems at home or outside of school; counselors have resources to help students.

POLICE RESOURCE OFFICER: A police resource officer is available for students when necessary. Contact the officer through the main office.

SCHOOL PSYCHOLOGIST: Provide consultation and conduct evaluations necessary for special education services.

SOCIAL WORKER: A social worker is available for students. Contact the social worker through your counselor.

FOOD SERVICE

Breakfast

Breakfast is \$1.45 for students and can be purchased directly out of your meal account. Please note that there are a la carte items to purchase at breakfast time in addition to the main breakfast. There must be money in your account for you to purchase a la carte breakfast items. All food items must be consumed in the Commons area. No food is allowed out of the Commons area.

Lunch

Lunch is \$2.35 for students and can be purchased directly out of your meal account. If you wish to purchase an extra entrée, side item or something from a la carte, there must be money in your account in order for you to purchase any extras. Sufficient money needs to be in your account to ensure that you will be able to purchase a lunch. When the account is in a negative status, the student will be offered a cheese sandwich and milk until the negative balance is paid.

After finishing your lunch, bus all your own dishes and silverware to the designated area. Abusing your lunchroom privileges will result in suspension from the lunchroom for various periods of time or other disciplinary actions. Please do not take any food out of the Commons. Students who bring their own lunch are asked to eat in the Commons. Food from restaurants may not be dropped off or delivered to a student at lunch. Students may not have guests that are not currently enrolled at SHS join them for lunch.

Shakopee High School has a closed campus. Students will not be excused to leave the building during their lunch period.

DEPOSITING MONEY INTO ACCOUNTS

Money may be deposited on line at www.shakopee.k12.mn.us. There is a \$1.75 fee. You can also send payment to Shakopee Food Service, 200 10th Ave E. Shakopee – Attention: Vickie. You may also pay before meal time at the cashier station. We do not recommend paying money over serving time as this slows down the lunch line. Please make sure the student's first and last name is in the memo part of the check.

Any questions about food service or your meal account can be directed to Vicki in Food Service at 952-496-5141.

FUNDRAISING

All fundraising requests need to be associated with an active student organization and need to be approved through the Activities Office in advance.

HEALTH SERVICES

Health services are provided in the Shakopee School District to promote and maintain the health and safety of all students and staff. Healthy students are better learners.

The school district, in accordance with state law, will develop, maintain and monitor health records and statistics. Every effort will be made to safeguard the privacy of all health data that must be accumulated. Information in the pupil health record includes, but may not be limited to, immunizations and vision and hearing screening results.

ILLNESS AND INJURY

A Registered Nurse (Licensed School Nurse) staffs the school health office to administer medications, provide first aid for injuries and care for students who become ill at school. The Licensed School Nurse writes emergency care plans and individual health plans as needed and distributes them to staff

who need to know.

Students exhibiting the following symptoms will be excluded from attending school at the discretion of the school nurse, principal, or designee:

- elevated temperature over 100 degrees
- vomiting and/or diarrhea
- suspected contagious disease such as chicken pox
- other circumstances as identified in consultation with the student's parent or guardian

Parents/ guardians are asked to contact the school nurse about new health problems that impact education, anytime a student is absent 3 or more days in a row or if an extended absence due to scheduled surgery or hospitalization is expected.

IMMUNIZATIONS

In accordance with Minnesota Statutes, section 121A.15 and 135A.14, all children who are enrolled in a Minnesota school must be immunized against diphtheria, tetanus, pertussis, polio, measles, mumps and rubella or submit signed exemption forms. Students entering Kindergarten and 7th grade must also be immunized against hepatitis B. Records of all children entering the Shakopee schools will be reviewed. No child, unless he/she meets allowable exemptions, will be allowed to attend school if those records are not up to date. Students who are not up to date on immunizations will not receive a schedule. Allowable exemptions include either (1) a medical exemption signed by a physician stating that the immunization is prohibited for medical reasons or because an adequate immunity already exists or (2) a conscientious exemption signed by the parent or legal guardian and notarized stating that the child has not been immunized because of conscientiously held beliefs of the parent or legal guardian.

MEDICATIONS

Shakopee Schools maintain a safe, effective medication procedure that is current with accepted standards.

1. When medication is given by designated school personnel other than the school nurse, those staff are in-serviced yearly and supervised by the licensed school nurse.
2. Medication must be brought to school in an original container appropriately labeled by the pharmacy with date, child's name, dosage, time intervals and any other key instructions. Over-the-counter medication will be administered only when the medication comes in the original container.
3. The "Permission to Dispense Medication" form must be filled out completely and submitted in order for the school to administer medication to a student. The form needs to be signed by both the parent and the physician for all prescription medications. Only a parent signature is required for over-the-counter medication. These forms will not be carried over from one year to the next and new forms must be submitted each year.
4. Students may carry inhalers for asthma or EpiPen for allergies if their health care provider writes that the student may do so. Asthma Action Plan or Allergy Action Plan forms are completed by the health care provider at the beginning of the school year.
5. Whenever possible, the parent or guardian should make arrangements so that it is not necessary for school personnel to administer medication to a student during the school day.

LOCKERS

Each student will be assigned a locker. Periodically lockers should be cleaned and are subject to examination. Tell no one your combination and do not share your locker with another student. Do not leave anything of great value in your locker - check it at the office. If your locker is not functioning properly, report that to the office immediately.

LOST AND FOUND

In the event that a student has misplaced a personal item, there are several places to check. If

the item is an electronic device such as a cell phone, iPod or calculator, students should check in the main office or with the School Resource Officer. If the item is of lesser value, such as an article of clothing or book, students should check the lost and found box located next to the main entrance of the building or with the Greeter.

MEDIA CENTER

Students are encouraged to use the media center for class assignments, research work, and leisure reading. Reference books, magazines, computers for internet research, and fiction/nonfiction books are available to the students. Different regulations apply to each type of material. Learn these rules quickly and take advantage of our fine media center facility. Students will be charged for any destroyed or lost media center materials. The media center specialist as well as the staff is available at all times to serve you between the hours of 7:45-4:00 Monday through Friday.

SPECIAL EDUCATION SERVICES

Special Education services are available for SHS students meeting state and district criteria. Parents and students may access assessment/services by contacting their teacher, counselor or Special Education department chair, Mariclar Hall.

STUDENT PARKING LOT

Students driving to school must have a parking permit and must park in the student parking lot east of the high school. Students will refrain from parking in the first row which is designated as handicap and visitor parking as well as the west parking lot which is designated for staff members. Students and parents will sign a Parking Permit Form. Fees will be \$60 a year with the exception of students who will receive their driver's license later in the school year. At that time, their fee will be prorated according to the portion of the year that they intend to park in the lot as determined by office staff. Daily permits are available for \$2. To purchase a daily permit, students must come to the office prior to the beginning of first hour to fill out the necessary form and to pay their daily parking fees. No excused late passes will be given to first hour for parking issues, students should plan their time accordingly. If the student is driving a different vehicle to school on any given day, it is their responsibility to transfer the removable parking permit to the vehicle they have driven to school. If a student forgets to transfer their parking permit, they should come to the office prior to first hour class and fill out a Daily Parking Form and indicate on the form that they "forgot hangtag" and indicate on the form the new vehicle information so that office staff can inform our parking attendant of this information. Lost decals can be replaced at a cost of \$10. Permits may not be given or sold to another student. Failure to follow the above rules may result in the student's vehicle being towed at owner expense. Students should be aware of the Search and Seizure policy outlined within the handbook.

SUPPLIES AND COPIES

Students need to check with their teachers to determine what supplies are needed for their classes and special class projects. Additionally, the Registration Handbook lists supplies required for classes. While the office does not have supplies for students, the Saber Shop located in the Commons does carry school supplies. When students need to have copies of classroom materials made or special projects, they can see Media Center Staff.

TEXTBOOKS

The school will charge an appropriate replacement fee for textbooks, workbooks, or library books lost or destroyed by students.

MISCELLANEOUS

ANNOUNCEMENTS

Announcements for the student body are to be turned in to the office by 1:00 pm on the day before the announcement is to be made; they should be signed and approved by an advisor or coach. Announcements will be read or televised during fourth period classes. The announce-

ments will be posted outside the main office; on the high school website; and will scroll across the television screens in the hallways. It is the responsibility of students not in fourth period classes or who are attending classes outside of the high school to read the posted announcements.

DANCES

Dances at Shakopee High School are for students in grades 10 - 12. Junior high students will not be admitted to dances. Guests will be admitted to dances if they are registered in the office by 3:00pm the Wednesday before the dance.

The following rules will apply to all dances.

1. Any dance held at Shakopee High School and sponsored by a class or organization of the high school shall be for students of Shakopee High School and guests when permitted.
2. A student of SHS may invite a guest to the dance. The guest must be at least a sophomore in high school and under the age of 21. The guest must be registered in the office prior to the dance, and a Dance Registration Form must be filled out.
3. The hours for dances shall be 8:00 to 11:00 PM.
4. Students may not leave the dance and return.
5. Any student smoking will be removed and will face regular school and law enforcement disciplinary action.
6. Students not dressed properly will be refused admittance.
7. Students asked to leave the dance due to their actions will be referred to an Administrator and may lose the privilege to attend future dances for up to one calendar year.
8. Students under the influence of mood altering chemicals or alcohol will be detained and the parents or guardians and police will be called. Students will face regular school disciplinary action.
9. Groups sponsoring dances must complete a dance request form. These forms are in the principal's office.
10. Students must present a school ID and guests must present a photo ID to be admitted to dances.

EIGHTEEN-YEAR-OLD STUDENTS

Students who are eighteen years old may, with parent/guardian permission, assume responsibility for their own records and attendance. If a student and his/her family would like to allow him/her to have rights to attendance, records, or both, the student must go to the attendance secretary and request the 18+ Permission Form. Once the form is signed and returned, rights may be given to the student. School administration reserves the right to revoke the permission if it is being abused.

EMERGENCY PLANNING

FIRE DRILLS AND TORNADO DRILLS

Posted in each room is a notice related to evacuation and shelter in the event of an emergency. FOLLOW THESE DIRECTIONS unless an emergency causes other directions to be given. When exiting the building, move promptly, but without running. Keep orderly lines. All students and all school employees are to leave the building and are not to return until the all clear is given. Those leaving the building first are to go 300 feet away from the building.

In the case of a tornado drill or warning, a steady bell will be heard. Teachers will direct students to follow the signs posted in each room.

LOCKDOWNS AND EMERGENCIES WITHIN THE BUILDING

It may become necessary to evacuate or lock down the building because of an emergency. You will be notified of such an emergency over the P.A. or by your classroom teacher. All students are expected to follow the emergency directions given by adult supervisors. Emergency evacuation and lock down procedures will be practiced.

WEATHER EMERGENCIES

Here in the upper Midwest from time to time we have weather conditions that cause school to begin late or to be cancelled completely for the day. The official radio station carrying such information is WCCO (830 AM). Please listen to this station, check the website, and DO NOT CALL THE SCHOOL. For most emergencies, an automated call will be sent to homes.

MONEY/VALUABLES

DO NOT bring excess money or valuables to school. The safety of these items can NOT be guaranteed. Also note - for security purposes, **the Main Office does NOT keep cash in the office.** Please bring exact amounts when paying classroom fees or one dollar bills or coins for vending machines.

MOVING

If at any time your address changes, please contact the school office as soon as possible so there is no interruption to your school correspondence. If you are moving out of the school district and will no longer be attending Shakopee schools, please allow at least 2 days advance notice whenever possible so your student can complete a Withdrawal Grades sheet to take to their new school. In the case of a withdrawal, please note expectations in **Academics** section of the handbook related to **Withdrawal Procedures**.

PARENTS AS PARTNERS

Volunteers are important partners in the education of our students and there are many times that we need parent volunteers. Please consider sharing your time with the students and staff. We realize that volunteering takes a different form at the High School level because of the unique characteristics of adolescent students. Be assured, though, that your participation is needed and benefits everyone - students, school, community and you.

There are many ways you can be involved at the Shakopee High School including the following volunteer opportunities:

- **Community Resource Speaker:** Add your name to our file of community members willing to speak to classes about their occupation, hobby, ethnic heritage or travel experience. Share your first-hand knowledge with students and enrich their learning.
- **Tutor:** Work with individual students, under the supervision of a teacher, to reinforce math, spelling, reading or writing skills.
- **Media Center Support:** Shelve books or assist students with research projects.
- **Career Center:** Help students' access career, college and scholarship information.
- **Special Projects:** Assist office staff with bulk mailings or special events.
- **Athletics Events Volunteer:** Help at three athletic events and receive an activity pass.
- **Band Boosters:** Provide support for the band program and assist with band fund raising efforts.
- **Dollars for Scholars:** Assist with coordinating the annual community drive for scholarship funds.
- **Senior Class Party:** Help plan and coordinate the all-night graduation party. Planned and staffed entirely by parents and community members.

For more information about volunteer opportunities, contact the School District's Volunteer Office at 952-496-5028 or Shirley Wingear, High School volunteer coordinator, at 952-496-5152.

SENIOR OPTION

During their senior year, students who have at least 36 credits entering the 1st semester and 42 credits entering the 2nd semester are eligible to participate in senior release. If a student meets the criteria they may, with parent/guardian permission, be excused from one study hall during 1st or 7th hour.

Senior release will begin the second week of each semester and can be revoked for disciplinary

and/or attendance issues.

VISITORS

Students who want to bring visitors to the school must make a request to administration **at least one day in advance**. All visitors are required to report to the main office and provide picture identification. Student visitors must report to the main office to pick up a guest pass and name tag. Visits may or may not be approved depending on the visitor, the visitee, and the reasons for the visit, and consideration of all other circumstances. In most cases, students who have recently dropped out or transferred will not be allowed to visit. Visitors who attend another local school district currently in session will generally not be provided a guest pass. Student visitors will not be permitted during the last two weeks of a semester.

SHAKOPEE HIGH SCHOOL

STUDENT POLICIES RELATING TO STUDENT CONDUCT AND TECHNOLOGY ACCESS

I have received a copy of the SHS Student Handbook.

I have read, understand and acknowledge receiving the Policies Relating to Student Conduct and Technology Access.

Student Initials

Religious, Racial and Sexual Harassment

Pupil Fair Dismissal

Student Code of Conduct

Student Parking Regulations

Acceptable Use of Technology

Any student wishing to access computers, Internet and other technology resources must agree to the Acceptable Use of Technology Policy, and satisfactorily complete approved training. Students do not have to initial the policies; failure to agree to the policy would mean that the student could not access school computers for educational purposes. Unacceptable use of resources may result in loss of privileges and/or disciplinary or legal consequences. Complete policy information can be found in the student/ parent handbook.

Acceptable Use of Technology

Student Initials

By signing this we acknowledge that we have read these policies and discussed the consequences of violating any of the above.

PRINT Student Name

Grade

Student SIGNATURE

Date

Changes to 2015-16 Shakopee East & West JH Parent Handbook

Page 3

PRE-ARRANGED FAMILY TRIPS - If a family trip is planned during school time, the parents/guardians should call the attendance office well in advance to inform them of the date(s) the student(s) will be absent. The parent may request homework be collected in advance of the departure date so their student(s) can work on it during their absence to help stay caught up. ~~Family trips are EXCUSED absences as defined above as long as a call is made to the school. If the parent fails to contact the office prior to the planned trip, the absence will be considered unexcused.~~

ABSENT = Student is not in class ~~at all or late to class by more than 10 minutes~~

Parents can request for a child's absences or tardiness to be considered EXCUSED (within 30 days of the absence/tardy) for the following reasons

Page 5

HONOR ROLL - The Honor Roll is computed each ~~quarter~~ semester, after the deadline for incompletes. The honor roll is published each ~~quarter~~ semester to recognize students for their scholastic achievements. The following mark value table is used to figure the average:

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ANNOUNCEMENTS - Announcements are made in the AM at the beginning of first hour and in the PM at the beginning of last hour, if needed. Announcements are then posted on the website daily.

Page 8

Meal costs were updated for 2015-16.

SNACK LINE - Cash ~~only~~ accepted. Additionally, students may ~~not~~ use their lunch account money for these items.

SPECIAL REQUESTS - If you choose to flag your student's account with limitations (i.e. no extras, no snack line), you must contact Food Service at 952-496-5140 or 952-496-5141 to have a message indicated on their account.

The Shakopee East and West Junior High School Student/Parent Handbooks are the same. Updates for the particular building are made where applicable.

Shakopee (East & West)

STUDENT/PARENT HANDBOOK

2015-2016

Shakopee East Junior High
1137 Marschall Road
Shakopee, MN 55379
(952)496-5702

Property of: _____ Grade: _____

Advisor: _____ Room # _____

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Our Mission
**Shakopee Schools, in partnership with our community,
 will educate lifelong learners to succeed in a
 diverse world.**

BUILDING HOURS

DURING THE SCHOOL YEAR - The East Junior High Office is open from 7:00AM - 4:00PM when school is in session. On teacher in-service days when there are no students, the office hours are 7:00AM - 3:30PM.

SUMMER HOURS - During the summer the office is OPEN 7:30AM-3:00 PM (closed 12:00-1:00PM for lunch). We strive to serve our community as best we can, however during the summer please know that there are times when the office may be closed due to staff vacation time, scheduled meetings, construction purposes or other school business. This information is usually posted on the voicemail system, websites and on the doors.

EARLY ARRIVALS - During the school year we ask that students arrive no earlier than 7:15AM unless you are here to work with a teacher or must attend a morning meeting for a student activity.

AFTER SCHOOL HOURS - Students are to leave the building immediately unless under the direct supervision of an instructor. All students must be out of the building or under the direct supervision of a staff member by 2:40 PM. Any student found in the building unsupervised after 2:40 PM could be cited for trespassing.

LATE START AND SNOW DAYS - The District Superintendent is the person responsible for making the decision whether or not school is cancelled or starting late due to inclement weather or for any other reason. When the weather looks bad, **please tune into your local television station for this information** as it is always broadcast early in the mornings, well in advance of school start times. The District typically sends a district wide message to households as well. You can also go to the District website or call the District Emergency Information line at 496-5088. **Please avoid calling school offices.** As you can imagine, that can cause quite a phone jam.

1

2015-2016 SEJH CALENDAR DATES

Please see the SEJH website at: shakopee.schoolwires.net for more current calendar information as dates may change.

- **All EJH concerts will take place in the West JH Auditorium unless otherwise noted.**
- **Parent/Teacher Conferences** - Open House Format... Come at your convenience and see only the teachers you wish to see.

September

- 2 Open House w/pictures- 3 – 7 PM
- 8 Students First Day
- 16 Picture Make-up Day

October

- 14 **NO SCHOOL - Staff Development Day**
- 15-16 **NO SCHOOL - Fall Break**
- 30 Picture Retakes

November

- 6 End of Quarter 1
- 9 **NO SCHOOL - Planning Day**
- 17 & 19 Fall Conferences 3:30-7:30 PM
- 24 East 7th Grade Choir Concert @ West
- 26-27 **NO SCHOOL - Thanksgiving Break**

December

- 1 East 7th Grade Band Concert @ West – 7 PM
- 8 East 8th/9th Grade Band Concert @ West – 7 PM
- 15 East 8th/9th Grade Choir Concert @ West – 7 PM
- 21 - Jan. 1 **NO SCHOOL - Winter Break**

January

- 4 School Resumes
- 11 6th/JH (both) Jazz Band Concert @ West – 7 PM
- 18 **NO SCHOOL - Staff Development Day**
- 27-28 Final Exams
- 28 End of Semester 1
- 29 **NO SCHOOL - Planning Day**

February

- 1 & 4 Parent Registration Info Night at H.S.
- 15 **NO SCHOOL - Staff Development Day**
- 16 & 18 Winter Conferences 330-730 PM
- 26-28 Junior High Musical (East & West) @ West
- 29 East 7th Grade Choir Concert @ West – 7 PM

March

- 5 All District Band Concert @ HS - 4 PM
- 15 East 7th/8th Grade Band Concert @ West – 7 PM
- 31 End of Quarter 3

April

- 1 **NO SCHOOL - Planning Day**
- 4 - 8 **NO SCHOOL - Spring Break**
- 11 School resumes

May

- 2 East 8th/9th Grade Choir Concert @ West
- 3 All District Jazz Night @ HS – 7 PM
- 9 HS/East 9th Grade Band Concert @ HS – 7 PM
- 10 East 7th/8th Grade Band Concert @ West -7:30 PM
- 12 East 7th Grade Choir Concert @ West – 7:30 PM
- 30 **NO SCHOOL - Memorial Day**

June

- 8-9 Final Exams
- 9 **Students Last Day**

ATTENDANCE POLICIES AND INFORMATION

PLEASE BE SURE TO CALL THE ATTENDANCE
OFFICE (MAIN LINE OR RECORDING) AS SOON AS
POSSIBLE WHENEVER YOUR STUDENT(S) IS GOING TO BE LATE
TO SCHOOL OR ABSENT FROM SCHOOL.

JH EAST RECORDING LINE (24/7) 952-496-5703
JH EAST ATTENDANCE OFFICE (During School)..... 952-496-5714

THE IMPORTANCE OF REGULAR ATTENDANCE - Regular and punctual attendance in class is of prime importance if the maximum benefits of schooling are to be achieved. The entire process of education requires continuity of instruction, classroom participation, and study in order to achieve the goal of maximum educational benefits for each individual student. It is expected that all students will be in attendance in class on those days that school is in session. Parents are responsible for making sure their children attend school every day.

REPORTING ABSENCES - It is the parent/guardians responsibility to call the attendance line right away in the morning whenever a student is going to be absent from or late to school for whatever reason. If this does not occur, the parent will be contacted by the school. If we are unable to reach you or do not hear back from you, the absence/tardy will automatically be marked unexcused. The classroom teacher reports attendance information and all absences and tardiness are recorded in the school office.

LEAVING DURING THE SCHOOL DAY - If a student will be leaving for any reason during the day, parents/guardians MUST call the appropriate attendance office as much in advance as possible. Please indicate your student's name, grade, reason for leaving, time they will be picked up and who will be picking them up. **Students will not be permitted to leave with anyone other than a parent unless indicated by the parent.** Students are permitted to meet their parents at the Greeter desk if the Greeter is available, if not, parents will report to the Attendance Office.

PRE-ARRANGED FAMILY TRIPS - If a family trip is planned during school time, the parents/guardians should call the attendance office well in advance to inform them of the date(s) the student(s) will be absent. The parent may request homework be collected in advance of the departure date so their student(s) can work on it during their absence to help stay caught up.

CONTINUING TRUANT - There is a new definition under statute titled "continuing truant". A continuing truant is a student that is absent without valid excuse for three (3) days within a school year. The law requires that schools notify parents after three unexcused absences that their child is continually truant and will be monitored. For any student who has accumulated seven (7) unexcused absences, the school is obligated to notify the Scott County District Attorney's Office to file truancy.

For any student who develops a pattern of excessive absences or tardies (excused or unexcused), special interventions may be warranted. Parents who are experiencing difficulty with their child establishing regular attendance are encouraged to contact an assistant principal or the school social worker for assistance and support.

TRUANCY/UNVERIFIED ABSENCES - Compulsory attendance policies for students under the age of 16 years will be applied in cases of chronic absences or tardiness. A student with more than 7 unexcused absences may be referred to Scott County Juvenile Court. Excused absences are for reasons of illness, medical or dental appointments, or appointments that cannot be made outside the school day. Unexcused absences are any other reason than listed below:

TARDY = Student is not in class/at desk when bell rings

ABSENT = Student not in class at all

Parents can request for a child's absences or tardiness to be considered EXCUSED (within 30 days of the absence/tardy) for the following reasons:

1. Illness
2. Medical/Dental Appointments
3. Religious Activities
4. Pre-Arranged Family Trips
5. Family Emergencies

UNEXCUSED REASONS - Reasons for being absent not listed are unexcused.

Examples include: oversleeping, missed bus, late ride, refusal to attend, etc.

BUILDING ASSIGNMENT OF STUDENTS - Students in grades K-5 will attend Jackson, Sweeney, Red Oak, Eagle Creek or Sun Path Elementary. See the District website for updated Elementary School boundaries.

Students in grades 6 will attend the 6th Grade Center (952) 496-5862

Students in grades 7, 8 and 9 will attend one of the Shakopee Junior High Schools (952)496-5752 (JH West) or (952)496-5702 (JH East). See the District website for updated Junior High boundaries. Students in grades 10, 11 and 12 will attend Shakopee Senior High School (952)496-5152.

ENTRANCE GUIDELINES - All children between the ages of 5 and 21 years of age whose parents or guardians reside within the boundaries of ISD 720 shall be eligible for a tuition-free education in the district.

SCHOOL DISTRICT ENROLLMENT OPTION PROGRAM - The School District Enrollment Option gives families (or youth no longer living at home) the opportunity to select the best educational experience for their sons and daughters. All pupils eligible to attend public school may apply to any public school or program outside the district in which they live. If you wish to pursue this option, contact any building principal who will provide you with complete information and the necessary application forms.

ACTIVITIES

The Shakopee Schools Activities Department provides a variety of athletic and non-athletic programs for all Shakopee students during the school year. All sports/activities are coached/instructed by individuals assigned by the Activities Director and approved by the School Board. For 7th and 8th grade sports, Shakopee belongs to the "Big-Missota Lake Conference" composed of Northfield, Prior Lake, Burnsville, Lakeville, New Prague, Faribault, Owatonna, and Farmington. We may also schedule contests with other schools. Most athletic seasons consist of a seven-week season with 10-12 contests.

- Ninth grade athletic teams compete in the South Suburban Conference.
- Seventh and Eighth grade fall sports begin at the end of August.
- 9th grade sports will begin in mid-August. Information on winter and spring sports will be announced over the PA system to students before the start of each sport season and will also be available on the Shakopee Activities website.

FEES - No student will be excluded from any activity based on the inability to pay the fee. The student or parent should call the Activities Office (952-496-5171) for more information. Managers in a given sport shall not pay fees, but do need to turn in paperwork (no physical required). Refunds will be made to those students who drop prior to the first competition. All athletic equipment must be turned in before any refund is made.

- **7TH and 8TH GRADE SPORT PARTICIPATION** - \$65.00
- **9TH GRADE SPORT PARTICIPATION** - \$120.00
- **JR HIGH KNOWLEDGE BOWL, SCIENCE OLYMPIAD, RUBE GOLDBERG, & MUSCIAL**-\$40
- **SPEECH**-\$120

PAPERWORK REQUIRED - All necessary paperwork is available online at: <http://shakopee.k12.mn.us/activities>.

PHYSICAL EXAMINATION FORM -forms may be turned into the Activities Office at Shakopee High School. All athletes must have an MSHSL Sports Qualifying Physical Examination Form filled out by their physician and on file with the school. Once completed, these Physicals are good for 3 years. These forms are available on-line and in the school offices. Many local physicians have them in their offices as well.

The following is a list of the forms you will need to complete online along with the participation fee. **All paperwork below must be completed online:**

- **PERMISSION, ACKNOWLEDGEMENT, INSURANCE WAIVER AND ELIGIBILITY FORM (All one form).**
- **HEALTH QUESTIONNAIRE**
- **EMERGENCY MEDICAL / CONTACT INFORMATION**
- **FEE**

POLICIES ON ATTENDANCE & ACTIVITY PARTICIPATION:

Student activity participation on the day of an absence is governed by the following rules:

- Students may participate with an excused absence, except those students who are ill and do not arrive before the start of third period. Parents are encouraged to keep students at home when they are ill and to forgo activity in the best interest of the student and the health of other students participating in the activity.
- Students may not participate or attend activities on the days that they are suspended. Students may also be held out of activities for inappropriate school behavior.
- Students are ineligible if they violate school policies on chemical use or harassment.
- Students may be denied early release from school for games if their teacher feels they are not making progress in the classroom.
- Students may not participate if they have an unexcused absence during the day.

Activity Participation and Appointments - Parents should attempt to schedule doctor and dental appointments after school, or during study halls. Students who miss a practice due to a doctor or dental appointment need to communicate with their coach/advisor prior to the absence.

Absences and Activity Membership - Students may not be dismissed from a squad for absences that the school has excused. Playing time is a separate issue and is up to the discretion of the coach/director.

PLEASE SEE AND REVIEW THE SHAKOPEE ACTIVITIES HANDBOOK FOR COMPLETE REGULATIONS AND POLICIES

<u>ATHLETICS - FALL</u> Boys/Girls Soccer (7-12) Volleyball (7-12) Football (9-12) Girls Swimming (7-12) Boys/Girls Cross Country (7-12) Girls Tennis (6-12) Fall Cheerleading (9-12)	<u>ATHLETICS - SPRING</u> Softball (7-12) Baseball (7-12) Boys/Girls Track and Field (7-12) Boys Tennis (6-12) Boys/Girls Golf (7-12)	<u>FINE ARTS - ACADEMIC</u> Yearbook Speech Band/Jazz Band/Choir One Act Play Drama - Fall/Spring Drama Club Youth in Government National Junior Honor Society Jr. High Newspaper Rube Goldberg Student Council Young Authors Conference GOALS Science Olympiad Knowledge Bowl
<u>ATHLETIC - WINTER</u> Boys/Girls Basketball (9-12) Wrestling (6-12) Boys/Girls Hockey (7-12) Boys Swimming (7-12) Girls Competitive Dance (9-12)		

ACADEMIC GUIDELINES, REPORTING AND ADDITIONAL INFORMATION

ACADEMIC INTERVENTIONS - SWJH seeks to help every student achieve academic success. Interventions include working with teachers before/after school, working with intervention staff, peer tutors, trail sheets, parent meetings, working with the counselor.

CREDITS - Student must earn credits toward high school graduation as outlined in the chart below. 9th grade credits **COUNT** toward high school graduation and are reflected on high school transcripts.

Semester Required Credits	9th Grade Requirements	HS GRAD. Required (4 yrs.)	Total Credits
ENGLISH	2	6	8
MATHEMATICS	2	4	6
SOCIAL STUDIES	2	6	8
SCIENCE	2	4	6
HEALTH		1	1
PHY ED	1	1	2
FINE ARTS		2	2
ELECTIVES	3	12	15

When calculating credits, 1 semester = 1 credit.

HONOR ROLL - The Honor Roll is computed each semester, after the deadline for incompletes. The honor roll is published each quarter to recognize students for their scholastic achievements. The following mark value table is used to figure the average:

(A) = 4.0	(B-) = 2.7	(D+) = 1.3
(A-) = 3.7	(C+) = 2.3	(D) = 1.0
(B+) = 3.3	(C) = 2.0	(D-) = 0.7
(B) = 3.0	(C-) = 1.7	(F) = 0.0

High Honor Roll: Must have a numerical average of 3.6, with no grade below a B-.

Regular Honor Roll: Must have a numerical average of 2.6 to 3.59, with no grade below a C-.

PROMOTION REQUIREMENTS: (9TH GRADE) - A student must earn **9 credits total of which 6 must be core credits** to advance into the next grade level. Students will be retained one time only at the Junior High level. Students who do not meet the promotion requirements in the second year at one grade level will be monitored closely by the Academic Review Board and alternative programming will be pursued to better meet their needs.

REPORT CARDS - These are sent home with students one week after the quarter has ended unless handed out during school conferences. If not picked up at conferences they will be mailed home (dates are indicated on the district calendar, website, and in this handbook).

SCHEDULE CHANGES - Changes to student schedules are generally not permitted except in cases of scheduling errors. Classes dropped after the first two weeks of the quarter may remain on the student's record with a failing grade. All requests for schedule changes must be brought to the school counselor.

PARENT PORTAL – Parent Portal will allow you monitor your student's academics, attendance and other information. For more information contact the main office at (952) 496-5702.

SECONDARY ACADEMIC AWARDS

Criteria beginning 2014-2015

SHARP AWARDS - Subject Specific Award

Criteria:

- Student achieves an A or A- every quarter/semester in the class.
- **Grades 6-8:** Core courses + any other 4-quarter/2 semester courses (ex. band/choir)
- **Grades 9-12:** All courses (1 or 2 semester courses)
- Subject specific awards given by course name (ex. *Algebra I* instead of *Math*)
- Criteria for the award is based on academic grades only
- Awarded in the spring at the SHARP awards ceremony
- Students given one certificate with all the awards printed

ALL ACADEMIC AWARDS

Criteria:

- Based on A Honor Roll status all 4 quarters for grades 6-9 or for 2 semesters in grades 10-11. Seniors receive the All Academic Award in the spring for achieving A Honor Roll status in Fall Semester.
- All students awarded a cloisonné pin with the year printed on it
- Certificates and pins will be distributed to students in the fall for achievement in the previous year.

ACADEMIC LETTERING

Criteria:

- Grade 12 - Continue with the board-approved criteria (GPA for first semester + advanced courses)
- Grades 9-11 - Continue with the board-approved criteria (GPA) for the school year + advanced courses)
- First time letter winners receive a chenille letter S and chenille academic bar.
- Students who have previously lettered in athletics or activities receive an academic chenille bar the first time they letter in academics.
- Once students have received a chenille academic bar, they will each receive a gold bar in the succeeding year(s).

GENERAL INFORMATION

ADDRESS CHANGES - If at any time your address changes, please contact the school office as soon as possible so there is no interruption to your school correspondence. If you are moving out of the school district and will no longer be attending Shakopee schools, please allow at least 2 days advance notice whenever possible so your student can complete a Withdrawal Grades sheet to take to their new school.

AFTER SCHOOL DETENTION PROGRAM - Students accumulating three or more unexcused tardies to any class may be assigned After School Detention. Detentions will continue to be assigned for every third unexcused tardy. SWJH Administration reserves the right to assign additional consequences in the event a student does not serve the detention as assigned or in the event a student is habitually tardy to school or to classes.

ANNOUNCEMENTS - Announcements are made in the AM at the beginning of first hour and in the PM at the beginning of last hour, if needed. Announcements are then posted on the website daily.

ARRIVAL TIME - 7:15AM – Please do NOT arrive earlier than 7:15AM unless you are here to work with a teacher or attending a meeting for a school event.

ATHLETIC BAGS - Students involved in sports should keep their athletic gear in the boys/girls locker rooms. See the PE teachers in the locker rooms to get one assigned to you. These items will not fit in your regular locker and we do not permit them to be stored in the main office.

BACKPACKS - All backpacks, large bags, drawstring bags, etc must be kept in your locker during the school day. They are not permitted in the classroom.

BREAKFAST - Breakfast for secondary school is \$1.45/meal and milk is \$.50. See “School Meal Program” on page 8 for more Food Service information.

BUSSES - Only students residing in the Shakopee School District who are ASSIGNED to a bus may ride the bus. The bus company DOES NOT allow students to bring friends home on the bus. Questions? Contact Palmer Bus Co. at (952)496-1166.

DEPARTURE FROM SCHOOL - The last bell rings at 2:25PM. Students are required to leave the building by 2:40 unless you are under the direct supervision of a teacher or involved in an after school activity. Repeated non-compliance may result in a property exclusion (trespass) filed with the Shakopee Police Department.

ELECTRONICS POLICY - Information is readily available and accessible through many different forms of technology. During class time, teachers may ask the students to take out an electronic device to enhance and/or aid in the lessons. The use of any electronic devices not provided by the school district in the classroom would be for educational purposes only, as determined by the teacher. Electronic devices can't be used in the bathrooms or locker room of the school at any time. Students may use electronic devices during passing times and while at lunch. **NEVER** leave your phone or electronic device left out and unattended. Electronic devices examples but not limited to:

- iPad
- iPod
- Laptop
- Cell phone
- Kindle/Nook
- eBooks
- Tablets

If the electronic device is being used without permission in a classroom, the staff member will ask the student for it and the staff member will take it to the main office. Parents may need to come to the office to collect the device. Repeated violations of this policy could result in a student no longer being allowed to bring their device to school.

FIRE / TORNADO/LOCK DOWN DRILLS - Fire/Tornado/Lock down drills are held throughout the school year. Signs are posted in classrooms indicating the proper exits to use. During a drill or emergency evacuation, students are to proceed to the assigned area in an orderly and quiet manner. Students are to listen carefully to their teachers for instructions during a fire or tornado drill. Your cooperation during such drills is expected.

FOOD IN THE CLASSROOM/HALLS - Food and drinks belong in the cafeteria, NOT in the classrooms, hallways or on the buses.

FUNDRAISERS - Items may be sold only if the fund-raiser has been approved by the principal. Students may not sell items during classes. The school cannot be responsible for money students have collected. **Do not keep money in your locker!**

HALL PASSES - Students must have a signed and timed hall pass or pass book whenever they need to leave the classroom. Students in the halls without a pass may be subject to disciplinary action.

LATE ARRIVALS - Be sure to check in with the Attendance Secretary or Greeter BEFORE going to class whenever you come into the school late for any reason.

LEAVING FOR LUNCH - Students are not to leave school for lunch unless going with **their own parent**. You may not go home for lunch or go out to lunch with another student's parent. Parents are welcome to bring lunch items for their own student. Please do not bring food items in for groups of students. Students are not permitted to have outside vendors deliver food for lunch.

LOCKERS - Lockers are the property of Shakopee Schools and may be searched at any time by school Administration. Advisors also have access to student lockers. Each student is assigned their own locker at the beginning of the year. **Sharing lockers or locker combinations is NOT permitted. Students are required to use their own locker.** Using your own assigned locker is the best way to ensure the security of your items. If you have a problem with your locker, contact your grade-level administrator.

LOITERING - "Hanging Out" - Students are required to leave the building **immediately** after school unless participating in a supervised school activity or working with a staff member. Loitering (hanging out) is not allowed. If you need a ride home, please make these arrangements ahead of time and wait by the exit doors until your ride arrives.

LOST AND FOUND - Whenever you lose an item, please be sure to check the Lost and Found right away and claim your item. Small items such as electronics, jewelry, keys and eyewear are kept in the main office. The PE department also has a lost and found for items left in the locker rooms. It is your responsibility to check for your lost items. All items not claimed at the end of the school year will be donated to charities.

LUNCH - Secondary lunches are \$2.35/ per meal with milk being \$.50. See School Meal Program on page 8.

MONEY / VALUABLES - DO NOT bring excess money or valuables to school. The safety of these items can NOT be guaranteed. Also note - For security purposes, **the Main Office does NOT keep cash in the office.** Please bring exact amounts when paying classroom fees or one dollar bills or coins for vending machines.

NURSES OFFICE - If a student is not feeling well, they must get a pass from their teacher to go to the nurse's office. Students should NOT call home from the classroom phone or use their cell phone in such cases.

PLEDGE OF ALLEGIANCE - Shakopee East Junior High students will recite the pledge of allegiance to the flag of the United States of America the first day of each week. Any student or teacher may decline, for personal reasons, to participate in recitation of the pledge, and students and staff must respect their right to make that choice.

STUDENT DRIVERS - Students who are 16 and have a valid Minnesota driver's license are permitted to park on Shakopee East Junior High campus in a designated area. To do so, a student must:

- Register the car in the main office
- Provide a copy of a valid license in main office
- Have written permission from parents for student to drive to school
- Student drivers cannot transport other students without having written permission from the parents of the driver and the parents of the passenger on file in the main office.

STUDY HALLS - Study Halls are designed so those students will have time to study, read, and/or work on homework. Students are required to bring appropriate materials to work on in study halls. Expectations and guidelines will be reviewed with students during the first week of class.

SWIMMING IN PE CLASS - Students swim in PE in grades 7, 8 and 9. You may bring your own swimsuit. Girls' suits must be one piece. Boys' suits must be "boxer" style and may not be cut-off jeans. School suits are available if needed. Students will be required to swim each day of the unit. Any missed day(s) of swimming need to be made up with a swim make up. Make up swims are made up either before or after school.

TEXTBOOKS - Please take care of them! You will be charged the replacement cost of any book you lose or be charged a fee for damage. According to Minnesota Statutes 120.101: *"The school will charge an appropriate replacement fee for textbooks, workbooks or library books lost or destroyed by students."*

VISITORS - Shakopee East Junior High students are not allowed to bring visitors to school. All parents visiting MUST check in at the greeter's desk by the main entrance or at the main office to sign in and receive a "Visitor" badge which must be worn at all times while in the building.

WEBSITE - The Shakopee School district has changed its website provider. Log on to <http://shakopee.schoolwires.net>. Be sure to use this often for updated information.

WITHDRAWAL - If your parent is withdrawing you from enrollment in Shakopee Schools, please have them contact the school Registrar as early as possible at (952)496-5777. She will need to know what your last day will be and whether or not this withdrawal is the result of a move out of the school district or out of the state.

HEALTH SERVICES

Health services are provided in the Shakopee School District to promote and maintain the health and safety of all students and staff. Healthy students are better learners. The school district, in accordance with state law, will develop, maintain and monitor health records and statistics. Every effort will be made to safeguard the privacy of all health data that must be accumulated. Data that is required by law will appear on the student's health record. This information includes, but may not be limited to, immunizations and yearly screening results.

ILLNESS / INJURY - If you should become ill during the day, you **MUST** report to the Nurse's Office. Please do not call from the classroom nor from their cell phone. Student must get a pass from the nurse or the office to leave the building. A health assistant (a Licensed Practical Nurse) staffs each school health office to administer medications, provide first aid for injuries and care for students who become ill at school. This is done under the supervision of the district's licensed school nurses. A parent will be contacted and asked to pick up a student if the student is vomiting, has diarrhea, has a temperature over 100 degrees, has a suspected contagious condition such as chicken pox, or has an injury that may require medical attention.

IMMUNIZATIONS - In accordance with Minnesota Statutes, sections 121A.15 and 135A.14, all children who are enrolled in a Minnesota school must submit documentation of immunization against diphtheria, tetanus, pertussis, polio, measles, mumps and rubella. Parents may file a legal exemption from immunizations. Allowable exemptions for any or all immunizations include:

- **Medical exemption** - signed by a physician stating that the immunization is prohibited for medical reasons or because an adequate immunity already exists,
- **Conscientious exemption** - signed by the parent or legal guardian and notarized stating that the child has not been immunized because of conscientiously held beliefs of the parent or legal guardian.

School-age children have a grace period of eight months to complete any primary immunization series. Records of all children entering Shakopee schools will be reviewed. **No child will be allowed to attend school if immunization records are not up-to-date.**

MEDICATIONS - Shakopee Schools maintain a safe, effective medication procedure that is current with accepted standards.

- Medication is dispensed by designated school personnel in each building who are in-serviced yearly and supervised by the district licensed school nurses.
- Medication must be brought to school in an original container appropriately labeled by the pharmacy with date, child's name, dosage, time intervals and any other key instructions. Over-the-counter medication will be administered only when the medication comes in the original container. The schools, by law, are not permitted to supply medications of any kind.
- The "*Permission to Dispense Medication*" form must be filled out completely and submitted in order for the school to administer medication to a student. The form needs to be signed by both the parent and the physician for all prescription medications. Only a parent signature is required for over-the-counter medication. These forms will not be carried over from one year to the next and new forms must be submitted each year.
- Whenever possible, the parent or guardian should make arrangements so that it is not necessary for school personnel to administer medication to a student.

SCHOOL MEAL PROGRAM

FOODSERVICE HEADQUARTERS – They are located at the Main Entrance of Shakopee East Junior High. Students can bring their cash or checks directly to the Food Service office and they will enter the deposit on their account right away. There is no delay!!

FREE/REDUCED MEALS - Applications and financial guidelines for F/R meals are provided to all families at the beginning of each school year. Everyone is welcome to turn in an application to the Food Service Department or their school's Main Office. Only one application per family is needed. Applications can also be obtained on-line, from inside the school calendar, or from any school office. After applying, the Food Service department will inform you if you are qualified for Free or Reduced meals. F/R status does **NOT** carry over to the next year. **You MUST re-apply every year.**

MEAL COSTS - Secondary level students (grades 6-12) not qualifying for free or reduced meals will pay the following price per meal:

BREAKFAST - \$1.55 / per meal

LUNCH - \$2.45 / per meal

MILK - \$.50 per carton

SNACK LINE - Cash accepted, additionally, students may use their lunch account money for these items.

MY LUNCH ACCOUNT BALANCE - You can check your student's account balance on line. Students are also informed by lunch room clerks when their lunch account is **LOW**. Please remember, students are **NOT** allowed to charge meals so please be sure to put money on your student's account when this happens. This can be done on line or sent to school with your student. To make a deposit on line, you will need to know your student's ID number.

SPECIAL REQUESTS - If you choose to flag your student's account with limitations (i.e. no extras, no snack bar), you must contact Food Service at 952-496-5140 or 952-496-5141 to have a message indicated on their account.

POLICY:

I. PURPOSE - The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY -

- No student, teacher, administrator, volunteer, contractor or other employee of the Shakopee Public Schools shall plan, direct, encourage, aid or engage in hazing.
- No teacher, administrator, volunteer, contractor or other employee of the Shakopee Public Schools shall permit, condone or tolerate hazing.
- Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- This policy applies to behavior that occurs on or off school property and during and after school hours.
- A person who engages in an act that violates school policy or law in order to initiate into or affiliated with a student organization shall be subject to discipline for that act.
- The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

A. "Hazing" - Committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term hazing includes, but is not limited to:

- Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.
- Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
- Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
- Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
- Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

"Student organization" - A group, club or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

- Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct, which may constitute hazing, shall report the alleged acts immediately to the School District Human Rights Officer(s) or building principal.
- The building principal is the person responsible for receiving reports of hazing at the building level. Any person may report hazing directly to a School District Human Rights Officer(s) or the Superintendent.
- Teachers, administrators, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events that might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct, which may constitute hazing, shall inform the building principal immediately.
- Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades or work assignments.

V. SCHOOL DISTRICT ACTION

- Upon receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of hazing.
- Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, school district policies and regulations.

VI. REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who retaliates against any person who makes a good faith report of alleged hazing or against any person who testifies, assists, or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VII. DISSEMINATION OF POLICY

This policy shall appear in all staff, student and parent handbooks.

OFFENSIVE BEHAVIOR / SEXUAL HARASSMENT POLICY

It is the policy of Independent School District 720 that no employee or student of the district shall be subjected to offensive or degrading remarks or conduct. Such behavior includes inappropriate remarks or conduct related to an employee's or student's race, color, creed, retaliation, national origin, sex, affection orientation, marital status, disability, age, status with regard to public assistance or membership or activity in local commission dealing with discrimination. Offensive behavior prohibited by this policy also includes but is not limited to engaging in illegal, immoral or unethical conduct or retaliation for making a complaint. One specific kind of illegal behavior is sexual harassment. Sexual harassment means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or advancement, or of a student's education or participation in school programs or activities;
- Submission to or rejection of such conduct by an employee or student is used as the basis for decisions affecting that individual's employment or education;
- Such conduct has the purpose or effect of unreasonably interfering with an employee's or student's performance or creating an intimidating, hostile or offensive work or learning environment.

Employees, students and citizens should understand that this policy applies to each and every student, employee and citizen of the school district, including all full-time, part-time and temporary employees.

Each employee, student and citizen must operate with total integrity to create an environment free of discrimination and other inappropriate behaviors. Each supervisor shall be responsible for promoting understanding and acceptance of and ensuring compliance with state and federal laws and board policy and procedures governing offensive behavior and sexual harassment within his or her school or office.

Violations of this policy or procedure will not be tolerated. Offensive behavior will be cause for immediate and strict disciplinary action up to and including discharge for staff and up to and including expulsion for students.

To file a complaint, contact Personnel Office/Human Rights Office at the District Office.

NON-DISCRIMINATION POLICY

Independent School District 720 is committed to a policy on non-discrimination. The school district will not discriminate in any matters concerning staff, students, educational programs and services and persons with whom the board does business.

In addition to compliance with all federal and state laws, the school district shall consider discrimination to be an overt or covert behavior that excludes participation in or denies the benefits derived from any educational program or employment opportunity based on race, color, creed, religion, national origin, sex, sexual orientation, marital status, disability, status with regard to public assistance and age.

In keeping with the school district's commitment and the requirements of law, the school district will establish and maintain a program designed to identify, remediate and prevent discrimination in employment, assignment and promotion of personnel; in educational programs, services and opportunities offered students and staff; in location and use of facilities; and in educational materials.

STUDENT RECORDS POLICY

In order to provide students with appropriate instruction and educational services, it is necessary for the district to maintain adequate information about each student and to preserve a record of essential and pertinent educational achievement and progress. It is essential that these records be readily available to appropriate school personnel, be accessible to the student's parents or legal guardians or the student in accordance with law, and yet be guarded as confidential information. It will be the responsibility of the superintendent to provide for the proper administration of student records in keeping with state law and federal requirements and to standardize procedures for the collection of necessary information about individual students throughout the district.

STUDENT RECORDS-RELEASE OF INFORMATION POLICY

The Family Educational Rights and Privacy Act requires school districts to notify parents and students that certain information from student records will be released and made public without the written consent of the parents or students 18 years or older.

STUDENT SEX NON-DISCRIMINATION

522.1 POLICY: ADOPTED: 3-12-07

522 STUDENT SEX NON-DISCRIMINATION

I. PURPOSE

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to provide equal educational opportunity for all students and to prohibit discrimination on the basis of sex.

II. GENERAL STATEMENT OF POLICY

A. The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.

B. It is the responsibility of every school district employee to comply with this policy.

C. The school board hereby designates the school district's Activities Director as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

D. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator.

III. REPORTING GRIEVANCE PROCEDURES

A. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.

B. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.

C. Upon receipt of a report or grievance, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

D. The school board hereby designates the school district's Human Resources Manager as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.

E. The school district shall conspicuously post the name of the Title IX coordinator and human rights officer(s), including office mailing addresses and telephone numbers.

F. Submission of a good faith complaint, grievance or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades or work assignments.

G. Use of formal reporting forms is not mandatory.

H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

IV. INVESTIGATION

A. By authority of the school district, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.

C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.

D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.

E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual or whether they appear to be violations of this policy.

V. SCHOOL DISTRICT ACTION

A. Upon conclusion of the investigation and receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.

B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VI. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law, or contacting the Office of Civil Rights for the United States Department of Education.

VIII. DISSEMINATION OF POLICY AND EVALUATION

A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions and organizations.

B. The school district shall periodically review this policy for compliance with state and federal laws prohibiting discrimination.

413 HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The school district prohibits any form of religious, racial or sexual harassment and violence.

II. GENERAL STATEMENT OF POLICY

A. It is the policy of the school district to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The school district prohibits any form of religious, racial or sexual harassment and violence.

B. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to harass a pupil, teacher, administrator or other school personnel through conduct or communication of a sexual nature or regarding religion and race as defined by this policy. (For purposes of this policy, school personnel includes school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the district.)

C. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to inflict, threaten to inflict, or attempt to inflict religious, racial or sexual violence upon any pupil, teacher, administrator or other school personnel.

D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of religious, racial or sexual harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

III. RELIGIOUS, RACIAL AND SEXUAL HARASSMENT AND VIOLENCE DEFINED

A. Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

- a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education;
- b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education;
- c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.

2. Sexual harassment may include but is not limited to:

- a. unwelcome verbal harassment or abuse;
- b. unwelcome pressure for sexual activity;
- c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;
- d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
- e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
- f. unwelcome behavior or words directed at an individual because of gender.

B. Racial Harassment; Definition

Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance;
3. otherwise adversely affects an individual's employment or academic opportunities.

C. Religious Harassment; Definition

Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance;

D. Sexual Violence: Definition

1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. 609.341, includes the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.
2. Sexual violence may include, but is not limited to:
 - A. Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - B. Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
 - C. Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another;
 - D. Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

E. Racial Violence: Definition

Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

F. Religious Violence: Definition

Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

G. Assault: Definition

1. an act done with intent to cause fear in another of immediate bodily harm or death;
2. The intentional infliction of or attempt to inflict bodily harm upon another; or
3. The threat to do bodily harm to another with present ability to carry out the threat.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the victim of religious, racial or sexual harassment or violence by a pupil, teacher, administrator or other school personnel of the school district, or any person with knowledge or belief of conduct which may constitute religious, racial or sexual harassment or violence toward a pupil, teacher, administrator or other school personnel, should report the alleged acts immediately to an appropriate school district official designated by this policy. The school district encourages the reporting party of complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent.
- B. In each school building: The building principal is the person responsible for receiving oral or written reports of religious, racial or sexual harassment or violence at the building level. Any adult school district personnel who receives a report of religious, racial or sexual harassment or violence shall inform the building principal immediately.
- C. Upon receipt of a report, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In the District: The school board hereby designates the school district Human Resources Manager as the school district human rights officer (s) to receive reports or complaints of religious, racial or sexual harassment or violence. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- E. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- F. Submission of a good faith complaint or report of religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

V. INVESTIGATION

- A. By authority of the school district, the human rights officer, upon receipt of a report or complaint alleging religious, racial or sexual harassment or violence, shall immediately undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged religious, racial or sexual harassment or violence.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The results of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VII. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who makes a good faith report of alleged religious, racial or sexual harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- A. This policy shall be posted in each school building in an area accessible to pupils and staff members, and on the school district web site.
- B. This policy shall appear in the student handbook.
- C. The school district will develop a method of discussing this policy with students and employees.
- D. This policy shall be periodically reviewed for compliance with state and federal law.

SHAKOPEE PUBLIC SCHOOLS
RELIGIOUS, RACIAL, OR SEXUAL HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Religious, Racial, or Sexual Harassment

Shakopee Public Schools maintains a firm policy prohibiting all forms of discrimination. Religious, racial, or sexual harassment or violence against students or employees is discrimination. All persons are to be treated with respect and dignity. Sexual violence, sexual advances or other forms of religious, racial, or sexual harassment by any pupil, teacher, administrator or other school personnel, which create an intimidating, hostile or offensive environment will not be tolerated under any circumstances.

Complainant _____
 Home Address _____
 Work Address _____
 Home Phone _____ Work Phone _____ Cell Phone _____

Date of Alleged Incident(s) _____

Circle as appropriate: sexual / racial / religious

Name of person you believe harassed or was violent toward you or another person _____

If the alleged harassment or violence was toward another person, identify that person. _____

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e. threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.)

Where and when did the incident(s) occur?

List any witnesses that were present

This complaint is filed based on my honest belief that _____ has harassed or has been violent to me or to another person. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

(Complainant Signature) (Date)

Received by _____
(Date)

IMPORTANT CONTACT NUMBERS
Shakopee East Jr. High

PRINCIPAL	Mr. Miklausich	496-5700
ADMINISTRATIVE ASSISTANT	Ms. Karst	496-5701
ASSISTANT PRINCIPAL	Mrs. Hainline	496-5707
ASSISTANT PRINCIPAL	Mr. Headrick	496-5709
RECEPTIONIST	Ms. Eggert	496-5702
ATTENDANCE RECORDING LINE	Available 24/7	496-5703
ATTENDANCE SECRETARY	Mrs. Ludzack	496-5714
COUNSELOR	Ms. Buettner	496-5711
COUNSELOR	Mrs. LaRue	496-5711
SOCIAL WORKER/CHEMICAL HEALTH	Mrs. Hill	496-5725
** TO REACH A TEACHER **	** (see below) **	496-5702
REGISTRAR	Ms. Karst	496-5701
FOOD SERVICE	Mrs. Tschackofske Mrs. Deb Ross-Coen	496-5141 496-5140
SCHOOL RESOURCE OFFICER (SRO)	Officer Matt Conway	496-5710
HIGH POTENTIAL	Mr. Sean Hildebrandt	496-5198
JH ASSISTANT ATHLETIC DIRECTOR	Mr. Trey Davis	496-5178
PALMER BUS COMPANY		445-1166
COMMUNITY EDUCATION (Driver's Ed)		496-5029
COMMUNITY CENTER		233-9500
SPANISH LIAISON	Ms. Gutierrez	496-5730
RUSSIAN LIAISON	Ms. Mshar	496-5094
SOMALI LIAISON	Mr. Mohammed	496-5041
NATIVE AMERICAN COORDINATOR	Ms. Buros	496-5790
SPORTS HOTLINE		496-5172
DIST. EMERGENCY HOTLINE		496-5088

**** CONTACTING TEACHERS** - If you wish to contact a teacher, we highly recommend doing so through email. Teacher email addresses can be found on the website. If you wish to contact a teacher by phone, call the main office. If the teacher is on their Prep Period, your call will be transferred to their classroom. Teachers do not have direct dial numbers for their classrooms.

Pearson Changes to Handbook

- Updated calendar days on p. 3
- P. 10 took out the area on Study Halls since we no longer have Study Halls
- Trey updated the activities area on p. 5 and 6
- Took out any mention of Study Halls anywhere

2015-2016

**Student/
Parent
Handbook**

Pearson 6th Grade Center

**Pearson 6th Grade Center
917 Dakota Street
Shakopee, MN 55379
(952) 496-5862**



Pearson 6th Grade

WELCOME!!

Welcome to the 2015-2016 school year at Pearson 6th Grade Center! We look forward to this coming new year and ask that you join us in our efforts to continue the rich tradition of excellence here in Shakopee.

Parents, it is important for you to have a positive relationship with your student's teachers and advisor. The advisor will have time to focus on:

- Teacher—Student—Parent Relationships
- Academic Monitoring
- Behavior and Character Expectations
- Service

Please take some time to read through this handbook so you know important dates, expectations, and aspects at Pearson. If we work together, we are certain to have a great year and make our community an even better place to live and learn!

Our Mission

Shakopee Schools, in partnership with our community, will educate lifelong learners to succeed in a diverse world.

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DAILY BELL SCHEDULES

		start	end
period 1		7:55 AM	8:41 AM
period 2		8:45 AM	9:31 AM
period 3		9:35 AM	10:21 AM
period 4		10:25 AM	11:11 AM
period 5		11:15 AM	12:55 PM
Lunch Shifts	A	11:11 AM	11:37 AM
	B	11:37 AM	12:03 PM
	C	12:03 PM	12:29 PM
	D	12:29 PM	12:55 PM
period 6		12:59 PM	1:45 PM
Period 7		1:49 PM	2:35 PM

This schedule shows the details for 5th period, the lunch hour. Depending on the lunch shift for each 5th period teacher, the corresponding detailed schedule at the right is followed.

<u>A Lunch Schedule</u>	Start	End
Lunch	11:11 AM	11:41 AM
Advisory	11:41 AM	12:03 PM
Class	12:07 PM	12:55 PM

<u>B Lunch Schedule</u>	Start	End
Advisory	11:15 AM	11:37 AM
Lunch	11:37 AM	12:07 PM
Class	12:07 PM	12:55 PM

<u>C Lunch Schedule</u>	Start	End
Class	11:15 AM	12:03 PM
Lunch	12:03 PM	12:33 PM
Advisory	12:33 PM	12:55 PM

<u>D Lunch Schedule</u>	Start	End
Class	11:15 AM	12:03 PM
Advisory	12:07 PM	12:29 PM
Lunch	12:29 PM	12:59 PM

2015-16 PEARSON CALENDAR DATES

Please see the Pearson website for more current calendar information at www.shakopee.k12.mn.us as dates may be changed.

September

- 2 Open House and Picture Day 3 - 7
- 8 First day of school

October

- 8 Fundraiser kickoff
- 9 Fundraiser postcard booklets due
- 14-16 No school
- 27 Picture retakes

November

- 6 End of 1st Quarter
- 9 No school
- 10 Band concert
- 12 Band concert
- 13 Report cards sent home with students
- 16 Fall conferences
- 19 Fall conferences
- 23 Choir concert
- 26-27 Thanksgiving break

December

- 21-1 Winter Break

January

- 11 Jazz Band concert
- 18 No school
- 28 End of 2nd Quarter/1st Semester
- 29 No school

February

- 5 Report cards sent home with students
- 16 Winter conferences
- 18 Winter conferences

March

- 8 Band concert
- 10 Band concert
- 14 Choir concert
- 31 End of 3rd Quarter

April

- 1 No school
- 4-8 Spring break
- 11 Report cards sent home with students

May

- 9 Choir concert
- 17 Band concert
- 19 Band concert
- 30 No school

June

- 8 Award Ceremony
- 9 Award Ceremony
- 9 Last day of school

ATTENDANCE POLICIES AND INFORMATION

**Please be sure to call the building attendance
Line as soon as possible whenever your student is going to be
Late to school or absent from school.**

PEARSON ATTENDANCE LINE (24/7) 952-496-5863

THE IMPORTANCE OF REGULAR ATTENDANCE:

Regular and punctual attendance in class is of prime importance if the maximum benefits of schooling are to be achieved. The entire process of education requires continuity of instruction, classroom participation, and study in order to achieve the goal of maximum educational benefits for each individual student. It is expected that all students will be in attendance in class on those days that school is in session. Parents are responsible for making sure their children attend school every day.

REPORTING ABSENCES:

It is the parent/guardians responsibility to call the attendance line right away in the morning whenever a student is going to be absent from or late to school for whatever reason. If this does not occur, the parent will be contacted by the school. If we are unable to reach you or do not hear back from you, the absence/tardy will automatically be marked unexcused. The classroom teacher reports attendance information and all absences and tardiness are recorded in the school office.

LEAVING DURING THE SCHOOL DAY:

If a student will be leaving for any reason during the day, parents/guardians MUST call the office as much in advance as possible. Please indicate your student's name, grade, reason for leaving, the time they will be picked up and who will be picking them up. **Students will not be permitted to leave with anyone other than a parent unless indicated by the parent.** *For students safety, student are not permitted to meet their ride at the door. Parents/guardians are asked to come into the office to get their student.*

PRE-ARRANGED FAMILY TRIPS:

If a family trip is planned during school time, the parents/guardians should call the attendance line well in advance to inform them of the date(s) the student(s) will be absent. The parent may request homework be collected in advance of the departure date so their student(s) can work on it during their absence to help stay caught up. Family trips are EXCUSED absences as defined above as long as a call is made to the school. If the parent fails to contact the office prior to the planned trip, the absence will be considered unexcused.

CONTINUING TRUANT:

There is a new definition under statute titled "continuing truant". A continuing truant is a student that is absent without valid excuse for three (3) days within a school year. The law requires that schools notify parents after three unexcused absences that their child is continually truant and will be monitored. For any student who has accumulated seven (7) unexcused absences, the school is obligated to notify the Scott County District Attorney's Office to file truancy.

For any student who develops a pattern of excessive absences or tardies (excused or unexcused), special interventions may be warranted. Parents who are experiencing difficulty with their child establishing regular attendance are encouraged to contact their child's Assistant Principal or the school social worker for assistance and support.

TRUANCY/UNVERIFIED ABSENCES:

Compulsory attendance policies for students under the age of 16 years will be applied in cases of chronic absences or tardiness. A student with more than 7 unexcused absences may be referred to Scott County Juvenile Court. Excused absences are for reasons of illness, medical or dental appointments, or appointments that cannot be made outside the school day. Unexcused absences are any other reason than those listed below:

TARDY = Student is not in class/at desk when bell rings

ABSENT = Student not in class at all or late to class by more than 10 minutes

Parents can request for a child's absences or tardiness to be considered EXCUSED for the following reasons:

1. Illness
2. Medical/Dental Appointments
3. Religious Activities
4. Pre-Arranged Family Trips
5. Family Emergencies

UNEXCUSED REASONS:

Reasons for being absent not listed are unexcused. Examples include: oversleeping, missed bus, late ride, refusal to attend, etc.

BUILDING ASSIGNMENT OF STUDENTS:

Students in grades K-5 will attend either Jackson, Sweeney, Red Oak, Eagle Creek or Sun Path Elementary. See the District website for updated Elementary School boundaries.

Students in grades 6 will attend the Pearson 6th Grade Center (952) 496-5862

Students in grades 7, 8 and 9 will attend one of the Shakopee Junior High Schools (952)496-5752 (JH West) or (952)496-5702 (JH East). See the District website for updated Junior High boundaries. Students in grades 10, 11 and 12 will attend Shakopee Senior High School (952)496-5152.

ENTRANCE GUIDELINES:

All children between the ages of 5 and 21 years of age whose parents or guardians reside within the boundaries of ISD 720 shall be eligible for a tuition-free education in the district.

SCHOOL DISTRICT ENROLLMENT OPTION PROGRAM:

The School District Enrollment Option gives families (or youth no longer living at home) the opportunity to select the best educational experience for their sons and daughters. All pupils eligible to attend public school may apply to any public school or program outside the district in which they live. If you wish to pursue this option, contact any building principal who will provide you with complete information and the necessary application forms.

ACTIVITIES

The Shakopee Junior High School Activities Program is open to all Shakopee students. There are a variety of athletic and non-athletic opportunities during the school year. All sports are coached by individuals assigned by the Activities Director and approved by the School Board. In 6th—8th grade sports Shakopee belongs to the "Big-Missota Lake Conference" composed of Northfield, Prior Lake, Burnsville, Lakeville, New Prague, Faribault, Owatonna and Farmington. We may also schedule contests with other schools. Most athletic seasons consist of a seven-week season with 8-10 competitions.

● **6TH GRADE FALL SPORTS**—Girls Tennis

● **6TH GRADE WINTER SPORTS**—Wrestling

● **6TH GRADE SPRING ACTIVITIES**—Boys Tennis & Boys and Girls Golf

● Sixth-Eighth grade fall sports begin September 1

● Information on winter and spring sports will be announced over the PA system to students before the start of each sport and will also be available on the websites.

FEES:

No student will be excluded from any activity based on the inability to pay the fee. The student or parent should call the Activities Office with financial assistance inquiries (952-496-5171). Managers in a given sport shall not pay fees but do need to register (no physical required). Refunds will be made to those students who drop from an activity during the first two weeks of the activity. All athletic equipment must be turned in before any refund is made.

● **6th—8th GRADE SPORT PARTICIPANTS** - \$65 per sport season

● **9th—12th GRADE SPORT PARTICIPANTS** - \$120 per sport season

REGISTRATION:

Registration is completed online through the Activities Department webpage: www.shakopee.k12.mn.us/activities. Registration must be completed BEFORE an individual may begin participation on any sports team.

The following is a list of items included in the registration process:

● **PERMISSION, ACKNOWLEDGEMENT, INSURANCE WAIVER AND ELIGIBILITY FORM**

● **HEALTH QUESTIONNAIRE**

● **EMERGENCY MEDICAL / CONTACT INFORMATION**

● **FEE (6th, 7th and 8th Grade - \$65.00 / 9th Grade - \$120.00)**

*****PHYSICAL EXAMINATION FORM** - All athletes must have an MSHSL Sports Qualifying Physical Examination Form filled out by their physician and on file with the school. Once completed, these Physicals are good for 3 years. These forms are available online and in the school offices. Many local physicians have them in their offices as well. PHYSICAL FORMS MUST BE TURNED IN TO THE ACTIVITIES OFFICE SEPARATE FROM THE ONLINE REGISTRATION.

POLICIES ON ATTENDANCE & ACTIVITY PARTICIPATION:

Student activity participation on the day of an absence is governed by the following rules:

- Students may participate with an excused absence, except those students who are ill and do not arrive before the start of third period.
Parents are encouraged to keep students at home when they are ill and to forgo activity in the best interest of the student and the health of other students participating in the activity.
- Students may not participate or attend activities on the days that they are suspended. Students may also be held out of activities for inappropriate school behavior.
- Students are ineligible if they violate school policies on chemical use or harassment.
- Students may be denied early release from school for games if their teacher feels they are not making progress in the classroom.
- 8th grade students may be moved up to 9th grade or higher level teams ONLY by recommendation of the coach and parent permission.
- Students may participate on a Parent Option Absence
- Students may not participate if they have an unexcused absence during the day

Activity Participation and Appointments - Parents should attempt to schedule doctor and dental appointments after school. Students who miss a practice due to a doctor or dental appointment will be excused from practice with no penalty.

Absences and Activity Membership - Students may not be dismissed from a squad for absences that the school has excused. Playing time is a separate issue and is up to the discretion of the coach/director.

WEBSITES: www.southsuburbanconference.org or www.mshsl.org or www.shakopee.k12.mn.us/activities

ACTIVITIES: School Newspaper, Yearbook, Student Council, Knowledge Bowl, Science Olympiad. Information on these activities will be announced at the school. Additional information can be found online on the Activities Department webpage.

ACADEMICS-ADDITIONAL INFORMATION

ACADEMIC INTERVENTIONS:

Pearson seeks to help every student achieve academic success. When students struggle, interventions may include working with teachers before/after school, participation in the reading strategies course, math intervention course, peer tutors, trail sheets, parent meetings, working with the Special Services Facilitator, Assistant Principal, or Principal.

SECONDARY ACADEMIC AWARDS

Criteria beginning 2012-2013

SHARP AWARDS - Subject Specific Award

Criteria:

- Student achieves an A or A- every quarter/semester in the class.
- Subject specific awards given by course name (ex. *Algebra I* instead of *Math*)
- Criteria for the award is based on academic grades only (student traits are not used as criteria)
- Awarded in the spring at the SHARP awards ceremony
- Students are given one certificate with all the awards printed
- Post a cutoff date for the 4th quarter.
- **Grades 6-8:** Core courses + any other 4-quarter/2 semester courses (ex. band/choir)
- **Grades 9-12:** All courses (1 or 2 semester courses)

ALL ACADEMIC AWARDS (not awarded at Pearson 6th Grade Center)

Criteria:

- Award ceremony held in the fall to allow for complete grading period in the spring.
- Based on A Honor Roll status all 4 quarters for grades 6-9 or for 2 semesters in grades 10-11. Seniors receive the All Academic Award in the spring for achieving A Honor Roll status in Fall Semester.

- All students awarded a cloisonné pin with the year printed on it

HONOR ROLL:

The Honor Roll is computed each quarter, after the deadline for incompletes. The honor roll is published each quarter to recognize students for their scholastic achievements. The following mark value table is used to figure the average:

(A) =	4.0	(B-) =	2.7	(D+) =	1.3
(A-) =	3.7	(C+) =	2.3	(D) =	1.0
(B+) =	3.3	(C) =	2.0	(D-) =	0.7
(B) =	3.0	(C-) =	1.7	(F) =	0.0

High Honor Roll: Must have a numerical average of 3.6, with no grade below a B-.

Regular Honor Roll: Must have a numerical average of 2.6 to 3.59, with no grade below a C-.

MAKE UP WORK FROM ABSENCES:

It is the responsibility of the student to create a plan with each teacher for making up missed work after an absence. A general guideline is one day of make-up time for each day they are absent. Students are encouraged to check teacher websites or email teachers during extended absences. If you do NOT have Internet access in your home, homework can be requested through the attendance line (496-5863) **if you are absent for 3 or more days in a row.**

If you are leaving for a family vacation, please let the office know at least 2 days in advance and they will provide a vacation assignment sheet that you can have your teachers fill out before you leave.

REPORT CARDS:

These are sent home with students one week after the quarter has ended unless handed out during school conferences. If not picked up at conferences they will be mailed home (dates are indicated on the district calendar, website, student planners).

INFINITE CAMPUS (ON-LINE STUDENT INFORMATION SYSTEM FOR PARENTS)

Infinite campus provides instant access to accurate, current, and confidential information about your child. This includes: assignments, grades, attendance, food service balance, unofficial transcripts, testing results, school contact information, emergency contact information, and more!

In addition, you may sign up to be notified automatically via email of absences, tardies, and missing assignments. This information is secure, view only data that will be accessed through a confidential user name and password. Data is updated into the parent portal from our student management system and from individual teacher grade books in real time.

To sign up for the parent portal, please visit our website (www.shakopee.k12.mn.us) or contact the school directly.

Parent access is provided as a means to further promote educational excellence and to enhance communication with parents. Every parent is expected to act in a responsible, ethical and legal manner. Access is available to every parent or guardian of a student enrolled at Pearson.

Users are required to adhere to the following guidelines:

- Users should not share their passwords with anyone, or set browsers to auto login.
- Users will not attempt to harm or destroy data on any district network.
- Users will not use Infinite Campus for any illegal activity, including violation of Data Privacy laws.
- Users will not access data or any account owned by another parent or user.
- Users who identify a security problem with Infinite Campus must notify the office immediately. Please do not demonstrate this problem to anyone else.
- Users who are identified as a security risk to Infinite Campus or any other ISD 720 computers or networks, will be denied access.

GENERAL INFORMATION

ADDRESS CHANGES:

If at any time your address changes, please contact the school office as soon as possible so there is no interruption to your school correspondence. If you are moving out of the school district and will no longer be attending Shakopee schools, please allow at least 2 days advance notice whenever possible so your student can complete a Withdrawal Grades sheet to take to their new school.

AFTER SCHOOL DETENTION PROGRAM:

Students accumulating three or more unexcused tardies to any class may be assigned After School Detention. Detentions will continue to be assigned for every third unexcused tardy. The Administration reserves the right to assign additional consequences in the event a student does not serve the detention as assigned or in the event a student is habitually tardy to school or to classes. Additionally, After School Detention may be assigned as a consequence for behaviors that do not warrant a day of In School Suspension, yet need to be addressed.

ANNOUNCEMENTS:

Announcements are made in the AM at the beginning of first hour.

ARRIVAL TIME:

7:25AM - Please do NOT arrive earlier than 7:25AM unless you are here to work with a teacher or attending a meeting for a school event.

BACKPACKS:

All backpacks, large bags, drawstring bags, etc must be kept in your locker during the school day.

BREAKFAST:

See "School Meal Program".

BUSSES:

Only students ASSIGNED to a bus may ride the bus. The bus company DOES NOT allow students to bring friends home on the bus. Questions? Contact Palmer Bus Co. at (952)445-1166.

DEPARTURE:

The last bell rings at 2:35PM. Students are required to leave the building by 2:45 unless they are under the direct supervision of a teacher or involved in an after school activity. Repeated non-compliance may result in a property exclusion (trespass) filed with the Shakopee Police Department

DRESS:

Clothing may not include words or visuals which are lewd*, obscene*, disruptive*, abusive* or discriminatory*, or which create a safety hazard, or which promotes products or activities that are illegal for minors. Dress or grooming which is disruptive of the classroom or school atmosphere is not allowed. Shoes must be worn at all times for health and safety reasons. Students may not wear hats or head coverings (except for religious reasons).

In addition to the above items, the following will also require a change of clothes: bare midriffs, uncovered shoulders, low cut tops, sagging pants or shorts that show exposed underwear, shorts/skirts that are not at least fingertip length with arms at sides, exposed bra or spaghetti straps.

ELECTRONICS POLICY:

Information is readily available and accessible through many different forms of technology. During class time, teachers may ask the students to take out an electronic device to enhance and/or aid in the lessons. The use of any electronic devices not provided by the school district in the classroom would be for educational purposes only, as determined by the teacher. Electronic devices can't be used in the bathrooms (or locker room) of the school at any time. Students may use electronic devices during passing times and while at lunch. Electronic device examples include, but are not limited to: iPad, iPod, Laptop, Cell phone, Kindle, EBooks, Tablets

If the electronic device is being used without permission in a classroom, the staff member will ask the student for it and the staff member will take it to the main office. Parents may need to come to the office to collect the device. Repeated violations of this policy could result in the student no longer being allowed to bring their device to school.

FEES:

Classes - Classes such as Art, PLTW, and Band may collect a fee if you wish to keep a project that is done in class. The individual teachers will give you information.

Sports and Clubs - After school sports and some clubs that meet after school will require a fee. This fee may be waived in the case of financial need. If this is a concern for you, please see your dean, the athletic director at the High School, or the Principal.

Field Trips - When field trips are taken, we collect ticket fees, entrance fees, bus fees and permission slips from students. If you do not have the money to pay please talk to your teacher. Your teacher will keep your concern confidential, but may be able to help.

Fines—Fines will be assessed for lost or damaged books from Pearson. Students and parents will be notified throughout the year, and in the spring. Students may be assigned consequences in an effort to collect missing books or fines. Consequences may include lunch detentions, after-school detentions, and possibly withholding of yearbooks. A certain amount of wear and tear is expected each year. Book fines are reserved for cases of excessive damage and lost books. At the close of the year a letter will be mailed to those students with outstanding fines.

FIRE/TORNADO/LOCK DOWN DRILLS:

Fire/Tornado/Lock down drills are held throughout the school year. Signs are posted in classrooms indicating the proper exits to use. During a drill or emergency evacuation, students are to proceed to the assigned area in an orderly and quiet manner. Students are to listen carefully to their teachers for instructions during a fire or tornado drill. Cooperation during such drills is expected.

FOOD IN THE CLASSROOM/HALLS:

Food and drinks are allowed in the cafeteria not in the classrooms, hallways or on buses.

FUNDRAISERS:

Items may be sold only if the fund-raiser has been approved by the principal. Students may not sell items during class. The school cannot be responsible for money students have collected. Do not keep money in your locker.

HALL PASSES:

Students must have a signed and timed hall pass or pass book whenever they leave the classroom. Students in the halls without a pass may be subject to disciplinary action.

LATE ARRIVALS:

Be sure to check in with the Office BEFORE going to class whenever you arrive late for any reason.

LEAVING FOR LUNCH:

Students are not to leave school for lunch unless going with their parent. You may not go home for lunch or go out to lunch with another student's parent. Parents are welcome to bring lunch items for their own student. Please do not bring food items in for groups of students. Students are not permitted to have outside vendors deliver food for lunch.

LOCKERS:

Lockers are the property of Shakopee Schools and may be searched at any time by school Administration. Advisors also have access to student lockers. Each student is assigned their own locker at the beginning of the year. **Students are required to use their own locker. Sharing lockers or locker combinations is NOT permitted.** Using your assigned locker is the best way to ensure the security of your items. If you have a problem with your locker, please let office staff know.

LOITERING:

"Hanging Out" - Students are required to leave the building immediately after school unless participating in a school activity or working with a staff member. Loitering (hanging out) is not allowed. If you need a ride home, please make these arrangements ahead of time to avoid waiting in the entrance areas.

LOST AND FOUND:

Whenever you lose an item, please be sure to check the Lost and Found right away and claim your item. Small items such as electronics, jewelry, keys and eyewear are kept in the main office. It is your responsibility to check for your lost items. All items not claimed will be donated to charities.

LUNCH:

Secondary lunches are \$2.45/per meal. See School Meal Program for more information.

MONEY / VALUABLES:

DO NOT bring excess money or valuables to school. The safety of these items cannot be guaranteed. Also note - for security purposes, **the Main Office does NOT keep cash in the office.**

NURSES OFFICE:

If a student is not feeling well, they must get a pass from their teacher to go to the nurses office. Students should NOT call home from the classroom phone or use of their cell phone in such cases.

PLEDGE OF ALLEGIANCE:

Grade 6 students will recite the pledge of allegiance to the flag of the United States of America the first day of each week. Any student or teacher may decline, for personal reasons, to participate in recitation of the pledge, and students and staff must respect their right to make that choice.

TEXTBOOKS:

Please take care of them. You will be charged the replacement cost of any book you lose or be charged a fee for damage. According to Minnesota Statutes 120.101: "The school will charge an appropriate replacement fee for textbooks, workbooks or library books lost or destroyed by students."

VISITORS:

Pearson students are not allowed to bring visitors to school. All parents visiting MUST check in at the main entrance greeter's desk or at the main office to sign in and receive a "Visitor's" badge which must be worn at all times while in the building.

WEBSITE:

The district website is www.shakopee.k12.mn.us. Be sure to use this often for updated information.

WITHDRAWAL:

If you are moving out of the district and will be attending a different school, the school office should be informed as early as possible. Please contact the office at (952)496-5862.

YEARBOOK:

Students who did not purchase their Yearbook at the Open House will get another opportunity to purchase one at another time that will be announced in advance. Please listen for announcements and watch for postings on the website. Yearbooks will be distributed during the last week of school. Please be sure to keep your receipt in case there are any problems.

HEALTH SERVICES

Health services are provided in the Shakopee School District to promote and maintain the health and safety of all students and staff. Healthy students are better learners. The school district, in accordance with state law, will develop, maintain and monitor health records and statistics. Every effort will be made to safeguard the privacy of all health data that must be accumulated. Data that is required by law will appear on the student's health record. This information includes, but may not be limited to, immunizations and yearly screening results.

ILLNESS / INJURY:

If you should become ill during the day, you **MUST** report to the Nurses' Office. Please do not call from the classroom or from a cell phone. Students must get a pass from the nurse or the office to leave the building. A health assistant (a Licensed Practical Nurse) staffs each school health office to administer medications, provide first aid for injuries and care for students who become ill at school. This is done under the supervision of the district's licensed school nurses. A parent will be contacted and asked to pick up a student if the student is vomiting, has diarrhea, has a temperature over 100 degrees, has a suspected contagious condition such as chicken pox, or has an injury that may require medical attention. **Fever of 100 degrees or more:** The student needs to stay home for 24 hours after the temperature returns to normal. **Vomiting and diarrhea:** The student needs to stay home 24 hours after the last episode.

IMMUNIZATIONS:

In accordance with Minnesota Statutes, sections 121A.15 and 135A.14, all children who are enrolled in a Minnesota school must submit documentation of immunization against diphtheria, tetanus, pertussis, polio, measles, mumps and rubella.

Parents may file a legal exemption from immunizations. Allowable exemptions for any or all immunizations include:

- **Medical exemption** - signed by a physician stating that the immunization is prohibited for medical reasons or because an adequate immunity already exists,
- **Conscientious exemption** - signed by the parent or legal guardian and notarized stating that the child has not been immunized because of conscientiously held beliefs of the parent or legal guardian.

School-age children have a grace period of eight months to complete any primary immunization series. Records of all children entering Shakopee schools will be reviewed. **No child will be allowed to attend school if immunization records are not up-to-date.**

MEDICATIONS:

Shakopee Schools maintain a safe, effective medication procedure that is current with accepted standards.

- Medication is dispensed by designated school personnel in each building who are in-serviced yearly and supervised by the district licensed school nurses.
- Medication must be brought to school in an original container appropriately labeled by the pharmacy with date, child's name, dosage, time intervals and any other key instructions. Over-the-counter medication will be administered only when the medication comes in the original container. The schools, by law, are not permitted to supply medications of any kind.
- The "*Permission to Dispense Medication*" form must be filled out completely and submitted in order for the school to administer medication to a student. The form needs to be signed by both the parent and the physician for all prescription medications. Only a parent signature is required for over-the-counter medication. These forms will not be carried over from one year to the next and new forms must be submitted each year.
- Whenever possible, the parent or guardian should make arrangements so that it is not necessary for school personnel to administer medication to a student.

Procedure for Students with Severe Allergies

Shakopee Public School attempts to take reasonable measures to accommodate student's health needs in order to promote a safe environment for students with severe or life-threatening allergies. Parents who have students with severe allergies should contact their school health office about their student's allergy. Medical documentation from a Licensed Physician, Physician's Assistant, or Certified Nurse Practitioner will be required for accommodations to be made at school for the student. Forms related to allergies can be found on the Shakopee School District web site under District Services/Health Services/ Health Conditions.

Successful management of severe allergies in the school setting requires the development of a plan that will best meet the needs of the child and be least disruptive to the routines of the classroom. Parent and Student Responsibilities that will aid in the successful management of severe allergies are included below:

Family's Responsibility

- Notify the school of the student's allergies. (***Annual Health Update form*** and medical documentation)
- Provide written medical documentation, instructions and medications as directed by a physician, using the ***Allergy Action Plan*** and ***Allergy Questionnaire***. The ***Allergy Action Plan*** and ***Allergy Questionnaire*** are available on the Shakopee Public Schools website. Parent/Guardian may be asked to contact the physician for recommendations for accommodations during the school day.
- Work with the school team to develop a plan for reasonable accommodations for the student's needs during the school day including in the classroom, in the cafeteria, playground, and field trips.

- Parent/Guardian is encouraged to contact Shakopee Food Service to create an alert on the food service account. Parents are also encouraged to contact food service in their students building to discuss menu items or review the ingredients of food served at school.
- Parent/Guardian will coordinate a plan for before and after school activities and for transportation to and from school. Parents are encouraged to introduce themselves and their student to the bus driver and alert him/her to the student's allergy.
- Provide properly labeled medications and replace medications after use or upon expiration. One Epinephrine dose will be kept in the health office at a minimum.
- Provide safe alternative for snacks, birthday treats. Review the school lunch menu for possible unsafe foods.
- Parents are encouraged to educate their student in the self-management of their food allergy including:
 - Safe and unsafe foods
 - **Strategies for avoiding exposure to unsafe foods (bring their own safe snack to school, review school lunch menu for possible unsafe foods)**
 - Symptoms of allergic reactions
 - How and when to tell an adult they may be having an allergy-related problem
 - How to read food labels (age appropriate)
 - Self administration of Epinephrine (Epi-Pen) per parent and student readiness
 - Obtain a medical alert bracelet for the student to wear.
- Parents are encouraged to provide a current picture of their student to the health office.
- Parents are encouraged to review upcoming projects and field trips, and communicate any concerns to the teacher.

Procedures for Students with Severe Allergies (cont.)

Student Responsibility

- Should not trade food with others
- Should not eat anything with unknown ingredients or known to contain any allergen.
- Should be proactive in the care and management of their food allergies and reactions based on their developmental level.
- Should notify an adult immediately if they eat something they believe may contain the food to which they are allergic.
- It is recommended that the student wear appropriate Medic-Alert bracelet, or similar
- It is recommended that the student share (or have the teacher or nurse share) information regarding his/her allergy with classmates.
- Student should minimize risk in the lunchroom by sitting at the allergen-free table if it is available.

SCHOOL MEAL PROGRAM

FOODSERVICE HEADQUARTERS:

Located at the Main Entrance of Shakopee Junior High West. Students can bring their cash or checks directly to the Food Service office and they will enter the deposit on their account right away. Funds can also be delivered to the main office at Pearson, or added to the account online. There is no delay.

FREE/REDUCED MEALS:

Applications and financial guidelines for Free/Reduced priced meals are provided to all families at the beginning of each school year. Everyone is welcome to turn in an application to the Food Service Department or their school's Main Office. Only one application per family is needed. Applications can also be obtained on-line, from inside the school calendar, or from any school office. After applying, the Food Service department will inform you if you are qualified for Free or Reduced meals. F/R status does **NOT** carry over to the next year. **You MUST re-apply every year.**

MEAL COSTS:

Students not qualifying for free or reduced meals will pay the following price per meal:

BREAKFAST—\$1.55/per

LUNCH—\$2.45/per

EXTRA MILK — .50/per

ADULT — \$3.75/per

MY STUDENTS ACCOUNT BALANCE:

You can check your student's account balance online. Students are also informed by lunch room cashiers when their lunch account is LOW. Please remember, students are NOT allowed to charge meals so please be sure to put money in your student's account when this happens. This can be done online or sent to school with your student. To make a deposit online, you will need to know your student's ID number.

SPECIAL REQUESTS:

If you choose to flag your student's account with limitations (i.e. no extras), you must contact Food Service at 952-496-5140 or 952-496-5141 to have a message indicated on their account.

BULLYING POLICY

Adopted:

MSBA/MASA Model Policy 514

Revised:

Orig. 2003

Rev. 2014

514 BULLYING PROHIBITION POLICY

[Note: School districts are required by statute to have a policy addressing bullying.]

I. PURPOSE

A safe and civil environment is needed for students to learn and attain high academic standards and to promote healthy human relationships. Bullying, like other violent or disruptive behavior, is conduct that interferes with a student's ability to learn and/or a teacher's ability to educate students in a safe environment. The school district cannot monitor the activities of students at all times and eliminate all incidents of bullying between students, particularly when students are not under the direct supervision of school personnel. However, to the extent such conduct affects the educational environment of the school district and the rights and welfare of its students and is within the control of the school district in its normal operations, the school district intends to prevent bullying and to take action to investigate, respond to, and to remediate and discipline for those acts of bullying which have not been successfully prevented. The purpose of this policy is to assist the school district in its goal of preventing and responding to acts of bullying, intimidation, violence, reprisal, retaliation, and other similar disruptive and detrimental behavior.

II. GENERAL STATEMENT OF POLICY

- A. An act of bullying, by either an individual student or a group of students, is expressly prohibited on school premises, on school district property, at school functions or activities, or on school transportation. This policy applies not only to students who directly engage in an act of bullying but also to students who, by their indirect behavior, condone or support another student's act of bullying. This policy also applies to any student whose conduct at any time or in any place constitutes bullying or other prohibited conduct that interferes with or obstructs the mission or operations of the school district or the safety or welfare of the student or other students, or materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges. This policy also applies to an act of cyberbullying regardless of whether such act is committed on or off school district property and/or with or without the use of school district resources.
- B. No teacher, administrator, volunteer, contractor, or other employee of the school district shall permit, condone, or tolerate bullying.
- C. Apparent permission or consent by a student being bullied does not lessen or negate the prohibitions contained in this policy.
- D. Retaliation against a victim, good faith reporter, or a witness of bullying is prohibited.
- E. False accusations or reports of bullying against another student are prohibited.
- F. A person who engages in an act of bullying, reprisal, retaliation, or false reporting of bullying or permits, condones, or tolerates bullying shall be subject to discipline or other remedial responses for that act in accordance with the school district's policies and procedures, including the school district's discipline policy (See MSBA/MASA Model Policy 506). The school district may take into account the following factors:
 - 1. The developmental ages and maturity levels of the parties involved;
 - 2. The levels of harm, surrounding circumstances, and nature of the behavior;
 - 3. Past incidences or past or continuing patterns of behavior;
 - 4. The relationship between the parties involved; and
 - 5. The context in which the alleged incidents occurred.

Consequences for students who commit prohibited acts of bullying may range from remedial responses or positive behavioral interventions up to and including suspension and/or expulsion. The school district shall employ research-based developmentally appropriate best practices that include preventative and remedial measures and effective discipline for deterring violations of this policy, apply throughout the school district, and foster student, parent, and community participation.

Consequences for employees who permit, condone, or tolerate bullying or engage in an act of reprisal or intentional false reporting of bullying may result in disciplinary action up to and including termination or discharge.

Consequences for other individuals engaging in prohibited acts of bullying may include, but not be limited to, exclusion from school district property and events.

- G. The school district will act to investigate all complaints of bullying reported to the school district and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

For purposes of this policy, the definitions included in this section apply.

- A. "Bullying" means intimidating, threatening, abusive, or harming conduct that is objectively offensive and:
 1. an actual or perceived imbalance of power exists between the student engaging in the prohibited conduct and the target of the prohibited conduct, and the conduct is repeated or forms a pattern; or
 2. materially and substantially interferes with a student's educational opportunities or performance or ability to participate in school functions or activities or receive school benefits, services, or privileges.

The term, "bullying," specifically includes cyberbullying as defined in this policy.

- B. "Cyberbullying" means bullying using technology or other electronic communication, including, but not limited to, a transfer of a sign, signal, writing, image, sound, or data, including a post on a social network Internet website or forum, transmitted through a computer, cell phone, or other electronic device. The term applies to prohibited conduct which occurs on school premises, on school district property, at school functions or activities, on school transportation, or on school computers, networks, forums, and mailing lists, or off school premises to the extent that it substantially and materially disrupts student learning or the school environment.
- C. "Immediately" means as soon as possible but in no event longer than 24 hours.
- D. "Intimidating, threatening, abusive, or harming conduct" means, but is not limited to, conduct that does the following:
 1. Causes physical harm to a student or a student's property or causes a student to be in reasonable fear of harm to person or property;
 2. Under Minnesota common law, violates a student's reasonable expectation of privacy, defames a student, or constitutes intentional infliction of emotional distress against a student; or
 3. Is directed at any student or students, including those based on a person's actual or perceived race, ethnicity, color, creed, religion, national origin, immigration status, sex, marital status, familial status, socioeconomic status, physical appearance, sexual orientation including gender identity and expression, academic status related to student performance, disability, or status with regard to public assistance, age, or any additional characteristic defined in the Minnesota Human Rights Act (MHRA). However, prohibited conduct need not be based on any particular characteristic defined in this paragraph or the MHRA.
- E. "On school premises, on school district property, at school functions or activities, or on school transportation" means all school district buildings, school grounds, and school property or property immediately adjacent to school grounds, school bus stops, school buses, school vehicles, school contracted vehicles, or any other vehicles approved for school district purposes, the area of entrance or departure from school grounds, premises, or events, and all school-related functions, school sponsored activities, events, or trips. School district property also may mean a student's walking route to or from school for purposes of attending school or school-related functions, activities, or events. While prohibiting bullying at

these locations and events, the school district does not represent that it will provide supervision or assume liability at these locations and events.

- F. "Prohibited conduct" means bullying or cyberbullying as defined in this policy or retaliation or reprisal for asserting, alleging, reporting, or providing information about such conduct or knowingly making a false report about bullying.
- G. "Remedial response" means a measure to stop and correct prohibited conduct, prevent prohibited conduct from recurring, and protect, support, and intervene on behalf of a student who is the target or victim of prohibited conduct.
- H. "Student" means a student enrolled in a public school or a charter school.

IV. REPORTING PROCEDURE

- A. Any person who believes he or she has been the target or victim of bullying or any person with knowledge or belief of conduct that may constitute bullying or prohibited conduct under this policy shall report the alleged acts immediately to an appropriate school district official designated by this policy. A person may report bullying anonymously. However, the school district may not rely solely on an anonymous report to determine discipline or other remedial responses.
- B. The school district encourages the reporting party or complainant to use the report form available from the principal or building supervisor of each building or available in the school district office, but oral reports shall be considered complaints as well.
- C. The building principal, the principal's designee, or the building supervisor (hereinafter the "building report taker") is the person responsible for receiving reports of bullying or other prohibited conduct at the building level. Any person may report bullying or other prohibited conduct directly to a school district human rights officer or the superintendent. If the complaint involves the building report taker, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

The building report taker shall ensure that this policy and its procedures, practices, consequences, and sanctions are fairly and fully implemented and shall serve as the primary contact on policy and procedural matters. The building report taker or a third party designated by the school district shall be responsible for the investigation. The building report taker shall provide information about available community resources to the target or victim of the bullying or other prohibited conduct, the perpetrator, and other affected individuals as appropriate.

- D. A teacher, school administrator, volunteer, contractor, or other school employee shall be particularly alert to possible situations, circumstances, or events that might include bullying. Any such person who witnesses, observes, receives a report of, or has other knowledge or belief of conduct that may constitute bullying or other prohibited conduct shall make reasonable efforts to address and resolve the bullying or prohibited conduct and shall inform the building report taker immediately. School district personnel who fail to inform the building report taker of conduct that may constitute bullying or other prohibited conduct or who fail to make reasonable efforts to address and resolve the bullying or prohibited conduct in a timely manner may be subject to disciplinary action.
- E. Reports of bullying or other prohibited conduct are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law. The building report taker, in conjunction with the responsible authority, shall be responsible for keeping and regulating access to any report of bullying and the record of any resulting investigation.
- F. Submission of a good faith complaint or report of bullying or other prohibited conduct will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- G. The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations.

V. SCHOOL DISTRICT ACTION

- A. Within three days of the receipt of a complaint or report of bullying or other prohibited conduct, the school district shall undertake or authorize an investigation by the building report taker or a third party designated by the school district.

- B. The building report taker or other appropriate school district officials may take immediate steps, at their discretion, to protect the target or victim of the bullying or other prohibited conduct, the complainant, the reporter, and students or others, pending completion of an investigation of the bullying or other prohibited conduct, consistent with applicable law.
- C. The alleged perpetrator of the bullying or other prohibited conduct shall be allowed the opportunity to present a defense during the investigation or prior to the imposition of discipline or other remedial responses.
- D. Upon completion of an investigation that determines that bullying or other prohibited conduct has occurred, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination, or discharge. Disciplinary consequences will be sufficiently severe to try to deter violations and to appropriately discipline prohibited conduct. Remedial responses to the bullying or other prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements; applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act; the student discipline policy (See MSBA/MASA Model Policy 506) and other applicable school district policies; and applicable regulations.
- E. The school district is not authorized to disclose to a victim private educational or personnel data regarding an alleged perpetrator who is a student or employee of the school district. School officials will notify the parent(s) or guardian(s) of students who are targets of bullying or other prohibited conduct and the parent(s) or guardian(s) of alleged perpetrators of bullying or other prohibited conduct who have been involved in a reported and confirmed bullying incident of the remedial or disciplinary action taken, to the extent permitted by law.
- F. In order to prevent or respond to bullying or other prohibited conduct committed by or directed against a child with a disability, the school district shall, when determined appropriate by the child's individualized education program (IEP) team or Section 504 team, allow the child's IEP or Section 504 plan to be drafted to address the skills and proficiencies the child needs as a result of the child's disability to allow the child to respond to or not to engage in bullying or other prohibited conduct.

VI. RETALIATION OR REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor, or other employee of the school district who commits an act of reprisal or who retaliates against any person who asserts, alleges, or makes a good faith report of alleged bullying or prohibited conduct, who provides information about bullying or prohibited conduct, who testifies, assists, or participates in an investigation of alleged bullying or prohibited conduct, or who testifies, assists, or participates in a proceeding or hearing relating to such bullying or prohibited conduct. Retaliation includes, but is not limited to, any form of intimidation, reprisal, harassment, or intentional disparate treatment. Disciplinary consequences will be sufficiently severe to deter violations and to appropriately discipline the individual(s) who engaged in the prohibited conduct. Remedial responses to the prohibited conduct shall be tailored to the particular incident and nature of the conduct and shall take into account the factors specified in Section II.F. of this policy.

VII. TRAINING AND EDUCATION

- A. A. The school district shall discuss this policy with school personnel and volunteers and provide appropriate training to school district personnel regarding this policy. The school district shall establish a training cycle for school personnel to occur during a period not to exceed every three school years. Newly employed school personnel must receive the training within the first year of their employment with the school district. The school district or a school administrator may accelerate the training cycle or provide additional training based on a particular need or circumstance. This policy shall be included in employee handbooks, training materials, and publications on school rules, procedures, and standards of conduct, which materials shall also be used to publicize this policy.
- B. B. The school district shall require ongoing professional development, consistent with Minn. Stat. § 122A.60, to build the skills of all school personnel who regularly interact with students to identify, prevent, and appropriately address bullying and other prohibited conduct. Such professional development includes, but is not limited to, the following:
 - 1. Developmentally appropriate strategies both to prevent and to immediately and effectively intervene to stop prohibited conduct;
 - 2. The complex dynamics affecting a perpetrator, target, and witnesses to prohibited conduct;

3. Research on prohibited conduct, including specific categories of students at risk for perpetrating or being the target or victim of bullying or other prohibited conduct in school;
 4. The incidence and nature of cyberbullying; and
 5. Internet safety and cyberbullying.
- C. The school district annually will provide education and information to students regarding bullying, including information regarding this school district policy prohibiting bullying, the harmful effects of bullying, and other applicable initiatives to prevent bullying and other prohibited conduct.
- D. The administration of the school district is directed to implement programs and other initiatives to prevent bullying, to respond to bullying in a manner that does not stigmatize the target or victim, and to make resources or referrals to resources available to targets or victims of bullying.
- E. The administration is encouraged to provide developmentally appropriate instruction and is directed to review programmatic instruction to determine if adjustments are necessary to help students identify and prevent or reduce bullying and other prohibited conduct, to value diversity in school and society, to develop and improve students' knowledge and skills for solving problems, managing conflict, engaging in civil discourse, and recognizing, responding to, and reporting bullying or other prohibited conduct, and to make effective prevention and intervention programs available to students.

The administration must establish strategies for creating a positive school climate and use evidence-based social-emotional learning to prevent and reduce discrimination and other improper conduct.

The administration is encouraged, to the extent practicable, to take such actions as it may deem appropriate to accomplish the following:

1. Engage all students in creating a safe and supportive school environment;
 2. Partner with parents and other community members to develop and implement prevention and intervention programs;
 3. Engage all students and adults in integrating education, intervention, and other remedial responses into the school environment;
 4. Train student bystanders to intervene in and report incidents of bullying and other prohibited conduct to the schools' primary contact person;
 5. Teach students to advocate for themselves and others;
 6. Prevent inappropriate referrals to special education of students who may engage in bullying or other prohibited conduct; and
 7. Foster student collaborations that, in turn, foster a safe and supportive school climate.
- F. The school district may implement violence prevention and character development education programs to prevent or reduce policy violations. Such programs may offer instruction on character education including, but not limited to, character qualities such as attentiveness, truthfulness, respect for authority, diligence, gratefulness, self-discipline, patience, forgiveness, respect for others, peacemaking, and resourcefulness.
- G. The school district shall inform affected students and their parents of rights they may have under state and federal data practices laws to obtain access to data related to an incident and their right to contest the accuracy or completeness of the data. The school district may accomplish this requirement by inclusion of all or applicable parts of its protection and privacy of pupil records policy (See MSBA/ MASA Model Policy 515) in the student handbook.

VIII. NOTICE

- A. The school district will give annual notice of this policy to students, parents or guardians, and staff, and this policy shall appear in the student handbook.

- B. This policy or a summary thereof must be conspicuously posted in the administrative offices of the school district and the office of each school.
- C. This policy must be given to each school employee and independent contractor who regularly interacts with students at the time of initial employment with the school district.
- D. Notice of the rights and responsibilities of students and their parents under this policy must be included in the student discipline policy (See MSBA/MASA Model Policy 506) distributed to parents at the beginning of each school year.
- E. This policy shall be available to all parents and other school community members in an electronic format in the language appearing on the school district's or a school's website.
- F. The school district shall provide an electronic copy of its most recently amended policy to the Commissioner of Education.

IX. POLICY REVIEW

To the extent practicable, the school board shall, on a cycle consistent with other school district policies, review and revise this policy. The policy shall be made consistent with Minn. Stat. § 121A.031 and other applicable law. Revisions shall be made in consultation with students, parents, and community organizations.

Legal References:

Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)
 Minn. Stat. § 120A.05, Subds. 9, 11, 13, and 17 (Definition of Public School)
 Minn. Stat. § 120B.232 (Character Development Education)
 Minn. Stat. § 121A.03 (Sexual, Religious and Racial Harassment and Violence)
 Minn. Stat. § 121A.031 (School Student Bullying Policy)
 Minn. Stat. § 121A.0311 (Notice of Rights and Responsibilities of Students and Parents under the Safe and Supportive Minnesota Schools Act)
 Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
 Minn. Stat. § 121A.69 (Hazing Policy)
 Minn. Stat. § 124D.10 (Charter School)
 Minn. Stat. Ch. 363A (Minnesota Human Rights Act)
 20 U.S.C. § 1232g *et seq.* (Family Educational Rights and Privacy Act)
 34 C.F.R. §§ 99.1 - 99.67 (Family Educational Rights and Privacy)

Cross References:

MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
 MSBA/MASA Model Policy 413 (Harassment and Violence)
 MSBA/MASA Model Policy 414 (Mandated Reporting of Child Neglect or Physical or Sexual Abuse)
 MSBA/MASA Model Policy 415 (Mandated Reporting of Maltreatment of Vulnerable Adults)
 MSBA/MASA Model Policy 423 (Employee-Student Relationships)
 MSBA/MASA Model Policy 501 (School Weapons Policy)
 MSBA/MASA Model Policy 506 (Student Discipline)
 MSBA/MASA Model Policy 507 (Corporal Punishment)
 MSBA/MASA Model Policy 515 (Protection and Privacy of Pupil Records)
 MSBA/MASA Model Policy 521 (Student Disability Nondiscrimination)
 MSBA/MASA Model Policy 522 (Student Sex Nondiscrimination)
 MSBA/MASA Model Policy 524 (Internet Acceptable Use and Safety Policy)
 MSBA/MASA Model Policy 525 (Violence Prevention)
 MSBA/MASA Model Policy 526 (Hazing Prohibition)
 MSBA/MASA Model Policy 529 (Staff Notification of Violent Behavior by Students)
 MSBA/MASA Model Policy 709 (Student Transportation Safety Policy)
 MSBA/MASA Model Policy 711 (Video Recording on School Buses)
 MSBA/MASA Model Policy 712 (Video Surveillance Other Than on Buses)

HAZING PROHIBITION - MSBA/MASA Model Policy 526 - Orig. 1997-Rev. 1999

POLICY:

I. PURPOSE - The purpose of this policy is to maintain a safe learning environment for students and staff that is free from hazing. Hazing activities of any type are inconsistent with the educational goals of the school district and are prohibited at all times.

II. GENERAL STATEMENT OF POLICY -

- No student, teacher, administrator, volunteer, contractor or other employee of the Shakopee Public Schools shall plan, direct, encourage, aid or engage in hazing.
- No teacher, administrator, volunteer, contractor or other employee of the Shakopee Public Schools shall permit, condone or tolerate hazing.
- Apparent permission or consent by a person being hazed does not lessen the prohibitions contained in this policy.
- This policy applies to behavior that occurs on or off school property and during and after school hours.
- A person who engages in an act that violates school policy or law in order to initiate into or affiliated with a student organization shall be subject to discipline for that act.
- The school district will act to investigate all complaints of hazing and will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who is found to have violated this policy.

III. DEFINITIONS

A. **“Hazing”** - Committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term hazing includes, but is not limited to:

- Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.
- Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
- Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
- Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
- Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.

“Student organization” - A group, club or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

IV. REPORTING PROCEDURES

- Any person who believes he or she has been the victim of hazing or any person with knowledge or belief of conduct, which may constitute hazing, shall report the alleged acts immediately to the School District Human Rights Officer(s) or building principal.
- The building principal is the person responsible for receiving reports of hazing at the building level. Any person may report hazing directly to a School District Human Rights Officer(s) or the Superintendent.
- Teachers, administrators, volunteers, contractors and other employees of the school district shall be particularly alert to possible situations, circumstances or events that might include hazing. Any such person who receives a report of, observes, or has other knowledge or belief of conduct, which may constitute hazing, shall inform the building principal immediately.
- Submission of a good faith complaint or report of hazing will not affect the complainant or reporter's future employment, grades or work assignments.

V. SCHOOL DISTRICT ACTION

- Upon receipt of a complaint or report of hazing, the school district shall undertake or authorize an investigation by school district officials or a third party designated by the school district.
- The school district may take immediate steps, at its discretion, to protect the complainant, reporter, students, or others pending completion of an investigation of hazing.
- Upon completion of the investigation, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. Disciplinary consequences will be sufficiently severe to

deter violations and to appropriately discipline prohibited behavior. School district action taken for violation of this policy will be consistent with the requirements of applicable collective bargaining agreements, applicable statutory authority, including the Minnesota Pupil Fair Dismissal Act, school district policies and regulations.

VI. REPRISAL

The school district will discipline or take appropriate action against any student, teacher, administrator, volunteer, contractor or other employee of the school district who retaliates against any person who makes a good faith report of alleged hazing or against any person who testifies, assists, or participates in a proceeding or hearing relating to such hazing. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VII. DISSEMINATION OF POLICY

This policy shall appear in all staff, student and parent handbooks.

OFFENSIVE BEHAVIOR / SEXUAL HARASSMENT POLICY

It is the policy of Independent School District 720 that no employee or student of the district shall be subjected to offensive or degrading remarks or conduct. Such behavior includes inappropriate remarks or conduct related to an employee's or student's race, color, creed, retaliation, national origin, sex, affection orientation, marital status, disability, age, status with regard to public assistance or membership or activity in local commission dealing with discrimination. Offensive behavior prohibited by this policy also includes but is not limited to engaging in illegal, immoral or unethical conduct or retaliation for making a complaint. One specific kind of illegal behavior is sexual harassment. Sexual harassment means unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of a person's employment or advancement, or of a student's education or participation in school programs or activities;
- Submission to or rejection of such conduct by an employee or student is used as the basis for decisions affecting that individual's employment or education;
- Such conduct has the purpose or effect of unreasonably interfering with an employee's or student's performance or creating an intimidating, hostile or offensive work or learning environment.

Employees, students and citizens should understand that this policy applies to each and every student, employee and citizen of the school district, including all full-time, part-time and temporary employees.

Each employee, student and citizen must operate with total integrity to create an environment free of discrimination and other inappropriate behaviors. Each supervisor shall be responsible for promoting understanding and acceptance of and ensuring compliance with state and federal laws and board policy and procedures governing offensive behavior and sexual harassment within his or her school or office.

Violations of this policy or procedure will not be tolerated. Offensive behavior will be cause for immediate and strict disciplinary action up to and including discharge for staff and up to and including expulsion for students.

To file a complaint, contact Personnel Office/Human Rights Office at the District Office.

NON-DISCRIMINATION POLICY

Independent School District 720 is committed to a policy on non-discrimination. The school district will not discriminate in any matters concerning staff, students, educational programs and services and persons with whom the board does business.

In addition to compliance with all federal and state laws, the school district shall consider discrimination to be an overt or covert behavior that excludes participation in or denies the benefits derived from any educational program or employment opportunity based on race, color, creed, religion, national origin, sex, sexual orientation, marital status, disability, status with regard to public assistance and age.

In keeping with the school district's commitment and the requirements of law, the school district will establish and maintain a program designed to identify, remediate and prevent discrimination in employment, assignment and promotion of personnel; in educational programs, services and opportunities offered students and staff; in location and use of facilities; and in educational materials.

STUDENT RECORDS POLICY

In order to provide students with appropriate instruction and educational services, it is necessary for the district to maintain adequate information about each student and to preserve a record of essential and pertinent educational achievement and progress. It is essential that these records be readily available to appropriate school personnel, be accessible to the student's parents or legal guardians or the student in

accordance with law, and yet be guarded as confidential information. It will be the responsibility of the superintendent to provide for the proper administration of student records in keeping with state law and federal requirements and to standardize procedures for the collection of necessary information about individual students throughout the district.

STUDENT RECORDS-RELEASE OF INFORMATION POLICY

The Family Educational Rights and Privacy Act requires school districts to notify parents and students that certain information from student records will be released and made public without the written consent of the parents or students 18 years or older.

STUDENT SEX NON-DISCRIMINATION

522.1 POLICY: ADOPTED: 3-12-07

522 STUDENT SEX NON-DISCRIMINATION

I. PURPOSE

Students are protected from discrimination on the basis of sex pursuant to Title IX of the Education Amendments of 1972 and the Minnesota Human Rights Act. The purpose of this policy is to provide equal educational opportunity for all students and to prohibit discrimination on the basis of sex.

II. GENERAL STATEMENT OF POLICY

A. The school district provides equal educational opportunity for all students, and does not unlawfully discriminate on the basis of sex. No student will be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination under any educational program or activity operated by the school district on the basis of sex.

B. It is the responsibility of every school district employee to comply with this policy.

C. The school board hereby designates the school district's Activities Director as its Title IX coordinator. This employee coordinates the school district's efforts to comply with and carry out its responsibilities under Title IX.

D. Any student, parent or guardian having questions regarding the application of Title IX and its regulations and/or this policy should discuss them with the Title IX coordinator.

III. REPORTING GRIEVANCE PROCEDURES

A. Any student who believes he or she has been the victim of unlawful sex discrimination by a teacher, administrator or other school district personnel, or any person with knowledge or belief of conduct which may constitute unlawful sex discrimination toward a student should report the alleged acts immediately to an appropriate school district official designated by this policy or may file a grievance. The school district encourages the reporting party or complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting unlawful sex discrimination toward a student directly to a school district human rights officer or to the superintendent.

B. The building principal is the person responsible for receiving oral or written reports or grievances of unlawful sex discrimination toward a student at the building level. Any adult school district personnel who receives a report of unlawful sex discrimination toward a student shall inform the building principal immediately.

C. Upon receipt of a report or grievance, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded

as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any report or complaint of unlawful sex discrimination toward a student as provided herein may result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.

D. The school board hereby designates the school district's Human Resources Manager as the school district human rights officer(s) to receive reports, complaints or grievances of unlawful sex discrimination toward a student. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.

E. The school district shall conspicuously post the name of the Title IX coordinator and human rights officer(s), including office mailing addresses and telephone numbers.

F. Submission of a good faith complaint, grievance or report of unlawful sex discrimination toward a student will not affect the complainant or reporter's future employment, grades or work assignments.

G. Use of formal reporting forms is not mandatory.

H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

IV. INVESTIGATION

A. By authority of the school district, the human rights officer, upon receipt of a report, complaint or grievance alleging unlawful sex discrimination toward a student shall promptly undertake or authorize an investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.

- B. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- C. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- D. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged unlawful sex discrimination toward a student.
- E. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual or whether they appear to be violations of this policy.

V. SCHOOL DISTRICT ACTION

- A. Upon conclusion of the investigation and receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The result of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VI. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who reports alleged unlawful sex discrimination toward a student or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such unlawful sex discrimination. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law, or contacting the Office of Civil Rights for the United States Department of Education.

VIII. DISSEMINATION OF POLICY AND EVALUATION

- A. This policy shall be made available to all students, parents/guardians of students, staff members, employee unions and organizations.
- B. The school district shall periodically review this policy for compliance with state and federal laws prohibiting discrimination.

413 HARASSMENT AND VIOLENCE

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The school district prohibits any form of religious, racial or sexual harassment and violence.

II. GENERAL STATEMENT OF POLICY

- A. It is the policy of the school district to maintain a learning and working environment that is free from religious, racial or sexual harassment and violence. The school district prohibits any form of religious, racial or sexual harassment and violence.
- B. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to harass a pupil, teacher, administrator or other school personnel through conduct or communication of a sexual nature or regarding religion and race as defined by this policy. (For purposes of this policy, school personnel includes school board members, school employees, agents, volunteers, contractors or persons subject to the supervision and control of the district.)
- C. It shall be a violation of this policy for any pupil, teacher, administrator or other school personnel of the school district to inflict, threaten to inflict, or attempt to inflict religious, racial or sexual violence upon any pupil, teacher, administrator or other school personnel.
- D. The school district will act to investigate all complaints, either formal or informal, verbal or written, of religious, racial or sexual harassment or violence, and to discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who is found to have violated this policy.

III. RELIGIOUS, RACIAL AND SEXUAL HARASSMENT AND VIOLENCE DEFINED

A. Sexual Harassment; Definition

1. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature when:

- a. submission to that conduct or communication is made a term or condition, either explicitly or implicitly, of obtaining or retaining employment, or of obtaining an education;
 - b. submission to or rejection of that conduct or communication by an individual is used as a factor in decisions affecting that individual's employment or education;
 - c. that conduct or communication has the purpose or effect of substantially or unreasonably interfering with an individual's employment or education, or creating an intimidating, hostile or offensive employment or educational environment.
2. Sexual harassment may include but is not limited to:
- a. unwelcome verbal harassment or abuse;
 - b. unwelcome pressure for sexual activity;
 - c. unwelcome, sexually motivated or inappropriate patting, pinching or physical contact, other than necessary restraint of pupil(s) by teachers, administrators or other school personnel to avoid physical harm to persons or property;
 - d. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt threats concerning an individual's employment or educational status;
 - e. unwelcome sexual behavior or words, including demands for sexual favors, accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status; or
 - f. unwelcome behavior or words directed at an individual because of gender.

B. Racial Harassment; Definition

Racial harassment consists of physical or verbal conduct relating to an individual's race when the conduct:

- 1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance;
- 3. otherwise adversely affects an individual's employment or academic opportunities.

C. Religious Harassment; Definition

Religious harassment consists of physical or verbal conduct which is related to an individual's religion when the conduct:

- 1. has the purpose or effect of creating an intimidating, hostile or offensive working or academic environment;
- 2. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance;

D. Sexual Violence: Definition

- 1. Sexual violence is a physical act of aggression or force or the threat thereof which involves the touching of another's intimate parts, or forcing a person to touch any person's intimate parts. Intimate parts, as defined in Minn. Stat. 609.341, includes the primary genital area, groin, inner thigh, buttocks or breast, as well as the clothing covering these areas.
- 2. Sexual violence may include, but is not limited to:
 - A. Touching, patting, grabbing or pinching another person's intimate parts, whether that person is of the same sex or the opposite sex;
 - B. Coercing, forcing or attempting to coerce or force the touching of anyone's intimate parts;
 - C. Coercing, forcing or attempting to coerce or force sexual intercourse or a sexual act on another;
 - D. Threatening to force or coerce sexual acts, including the touching of intimate parts or intercourse, on another.

E. Racial Violence: Definition

Racial violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.

F. Religious Violence: Definition

Religious violence is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.

G. Assault: Definition

- 1. an act done with intent to cause fear in another of immediate bodily harm or death;
- 2. The intentional infliction of or attempt to inflict bodily harm upon another; or
- 3. The threat to do bodily harm to another with present ability to carry out the threat.

IV. REPORTING PROCEDURES

- A. Any person who believes he or she has been the victim of religious, racial or sexual harassment or violence by a pupil, teacher, administrator or other school personnel of the school district, or any person with knowledge or belief of conduct which may constitute religious, racial or sexual harassment or violence toward a pupil, teacher, administrator or other school personnel, should report the

alleged acts immediately to an appropriate school district official designated by this policy. The school district encourages the reporting party of complainant to use the report form available from the principal of each building or available from the school district office, but oral reports shall be considered complaints as well. Nothing in this policy shall prevent any person from reporting harassment or violence directly to a school district human rights officer or to the superintendent.

- B. In each school building: The building principal is the person responsible for receiving oral or written reports of religious, racial or sexual harassment or violence at the building level. Any adult school district personnel who receives a report of religious, racial or sexual harassment or violence shall inform the building principal immediately.
- C. Upon receipt of a report, the principal must notify the school district human rights officer immediately, without screening or investigating the report. The principal may request, but may not insist upon a written complaint. A written statement of the facts alleged will be forwarded as soon as practicable by the principal to the human rights officer. If the report was given verbally, the principal shall personally reduce it to written form within 24 hours and forward it to the human rights officer. Failure to forward any harassment or violence report or complaint as provided herein will result in disciplinary action against the principal. If the complaint involves the building principal, the complaint shall be made or filed directly with the superintendent or the school district human rights officer by the reporting party or complainant.
- D. In the District: The school board hereby designates the school district Human Resources Manager as the school district human rights officer (s) to receive reports or complaints of religious, racial or sexual harassment or violence. If the complaint involves a human rights officer, the complaint shall be filed directly with the superintendent.
- E. The school district shall conspicuously post the name of the human rights officer(s), including mailing addresses and telephone numbers.
- F. Submission of a good faith complaint or report of religious, racial or sexual harassment or violence will not affect the complainant or reporter's future employment, grades or work assignments.
- G. Use of formal reporting forms is not mandatory.
- H. The school district will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations.

V. INVESTIGATION

- W. By authority of the school district, the human rights officer, upon receipt of a report or complaint alleging religious, racial or sexual harassment or violence, shall immediately undertake or authorize and investigation. The investigation may be conducted by school district officials or by a third party designated by the school district.
- X. The investigation may consist of personal interviews with the complainant, the individual(s) against whom the complaint is filed, and others who may have knowledge of the alleged incident(s) or circumstances giving rise to the complaint. The investigation may also consist of any other methods and documents deemed pertinent by the investigator.
- Y. In determining whether alleged conduct constitutes a violation of this policy, the school district should consider the surrounding circumstances, the nature of the behavior, past incidents or past or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all the facts and surrounding circumstances.
- Z. In addition, the school district may take immediate steps, at its discretion, to protect the complainant, pupils, teachers, administrators or other school personnel pending completion of an investigation of alleged religious, racial or sexual harassment or violence.
- AA. The investigation will be completed as soon as practicable. The school district human rights officer shall make a written report to the superintendent upon completion of the investigation. If the complaint involves the superintendent, the report may be filed directly with the school board. The report shall include a determination of whether the allegations have been substantiated as factual and whether they appear to be violations of this policy.

VI. SCHOOL DISTRICT ACTION

- A. Upon receipt of a report, the school district will take appropriate action. Such action may include, but is not limited to, warning, suspension, exclusion, expulsion, transfer, remediation, termination or discharge. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota and federal law and school district policies.
- B. The results of the school district's investigation of each complaint filed under these procedures will be reported in writing to the complainant by the school district in accordance with state and federal law regarding data or records privacy.

VII. REPRISAL

The school district will discipline or take appropriate action against any pupil, teacher, administrator or other school personnel who retaliates against any person who makes a good faith report of alleged religious, racial or sexual harassment or violence or any person who testifies, assists or participates in an investigation, or who testifies, assists or participates in a proceeding or hearing relating to such harassment or violence. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

VIII. RIGHT TO ALTERNATIVE COMPLAINT PROCEDURES

These procedures do not deny the right of any individual to pursue other avenues of recourse which may include filing charges with the Minnesota Department of Human Rights, initiating civil action or seeking redress under state criminal statutes and/or federal law.

IX. HARASSMENT OR VIOLENCE AS ABUSE

- A. Under certain circumstances, alleged harassment or violence may also be possible abuse under Minnesota law. If so, the duties of mandatory reporting under Minn. Stat. 626.556 may be applicable.
- B. Nothing in this policy will prohibit the school district from taking immediate action to protect victims of alleged harassment, violence or abuse.

X. DISSEMINATION OF POLICY AND TRAINING

- Y. This policy shall be posted in each school building in an area accessible to pupils and staff members, and on the school district web site.
- Z. This policy shall appear in the student handbook.
- AA. The school district will develop a method of discussing this policy with students and employees.
- BB. This policy shall be periodically reviewed for compliance with state and federal law.

SHAKOPEE PUBLIC SCHOOLS
RELIGIOUS, RACIAL, OR SEXUAL HARASSMENT AND VIOLENCE REPORT FORM

General Statement of Policy Prohibiting Religious, Racial, or Sexual Harassment

Shakopee Public Schools maintains a firm policy prohibiting all forms of discrimination. Religious, racial, or sexual harassment or violence against students or employees is discrimination. All persons are to be treated with respect and dignity. Sexual violence, sexual advances or other forms of religious, racial, or sexual harassment by any pupil, teacher, administrator or other school personnel, which create an intimidating, hostile or offensive environment will not be tolerated under any circumstances.

Complainant _____
Home Address _____
Work Address _____
Home Phone _____ Work Phone _____

Date of Alleged Incident(s) _____

Circle as appropriate: sexual / racial / religious

Name of person you believe harassed or
was violent toward you or another person _____.

If the alleged harassment or violence was toward another person, identify that person.
_____.

Describe the incident(s) as clearly as possible, including such things as: what force, if any, was used; any verbal statements (i.e. threats, requests, demands, etc.); what, if any, physical contact was involved; etc. (Attach additional pages if necessary.)

Where and when did the incident(s) occur? _____

List any witnesses that were present _____

This complaint is filed based on my honest belief that _____ has harassed or has been violent to me or to another person. I hereby certify that the information I have provided in this complaint is true, correct and complete to the best of my knowledge and belief.

(Complainant Signature) (Date)

Received by _____
(Date)

IMPORTANT PHONE NUMBERS

PRINCIPAL	Angela Turry	496-5862
ASSISTANT PRINCIPAL	Adam Dittberner	496-5862
SCHOOL SOCIAL WORKER	Pam Schlieff	496-5866
MAIN OFFICE	Andrea Phillips Cheryl Follen	496-5862
ATTENDANCE RECORDING LINE	24 hrs	496-5863
HEALTH OFFICE		496-5864
SPANISH LIAISON	Lina Marin	496-5730
RUSSIAN LIAISON	Svetlana Mshar	496-5094
SOMALI LIAISON	Ibrahim Mohamed	496-5041
NATIVE AMERICAN COORDINATOR	Dee Buros	496-5790
DISTRICT EMERGENCY HOTLINE		496-5088
FOOD SERVICE	Deb Ross	496-5141 496-5140
HEAD CUSTODIAN	Leon Zellmann	496-5868
FAX		496-5865
STUDENT RESOURCE OFFICER (SRO)	Matt Conway	496-5710
ATHLETIC DIRECTOR	John Janke	496-5171
PALMER BUS		445-1166
COMMUNITY CENTER		233-9500
SPORTS HOTLINE		496-5172

CONTACTING TEACHERS

Teachers do not have direct dial numbers in their classrooms. If you need to contact a teacher, please call the appropriate building main office number (see below) and ask for the teacher you are looking to speak with. If the teacher is teaching a class during the time you call, you will be put into their voicemail. If they are on their Prep periods, we will gladly put you through to their room. Email is another great way to connect with teachers. All district staff email addresses follow this pattern: The first letter of their first name followed by the first 7 letters of their last name @shakopee.k12.mn.us. You may also find contact numbers and email addresses on the website. Whichever way you choose, we will do our best to keep in touch with you.

EXTERNAL MEMORANDUM

Date: June 22, 2015

To: District Administration and School Board Members

From: Michael Hoheisel, Robert W. Baird & Co., Inc.

Subject: Awarding Resolution information for Series 2015A & B

At the June 8th School Board meeting, the Board approved two motions allowing our financial advisor, Robert W. Baird & Co. (Baird) to secure bids for our voter approved referendum held May 5, 2015. Tonight the District will be asked to award the issuance of two series of bonds. The first series of bonds, titled Series 2015A in the amount of \$90,370,000, went competitive and was offered across the nation. Bids were due at 10 am and we received 7 bids ranging from a TIC% (true interest cost) of 3.06% to a 3.19% for the 2017 through 2034 maturities. Baird will be making a recommendation to award the bid to Piper Jaffray at 3.069976%. The second series, titled Series 2015B in the amount of \$12,130,000 was a negotiated transaction and was sold directly to Edward Jones so that local investors could have a greater opportunity to buy bonds. Splitting the bonds in this manner ensured local investors an opportunity to invest in our schools. Baird will also be making a recommendation to award Edward Jones at a TIC% of 3.842% for the 2035 and 2036 maturities.

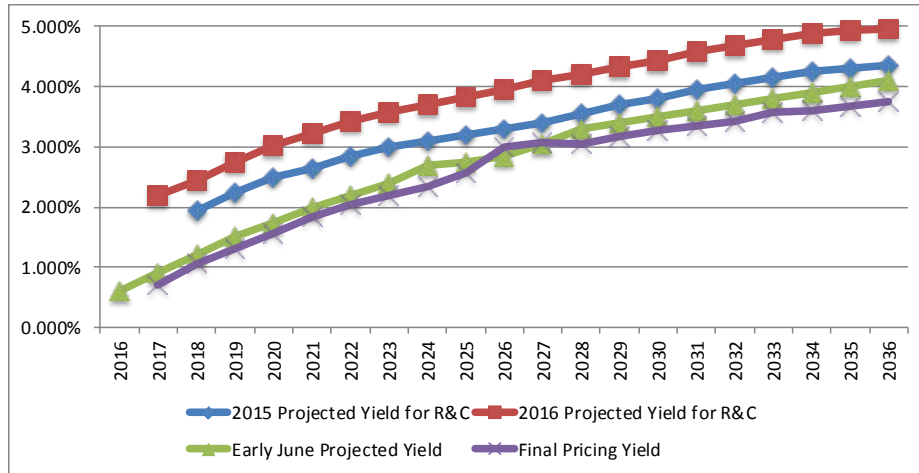
Shakopee ISD #720 \$90,370,000 General Obligation School Building Bonds, Series 2015A (Aa2 Underlying & Aa2 MN SD Credit Enhancement Program)

The following bids were submitted using **PARITY**[®] and displayed ranked by lowest TIC. Click on the name of each bidder to see the respective bids.

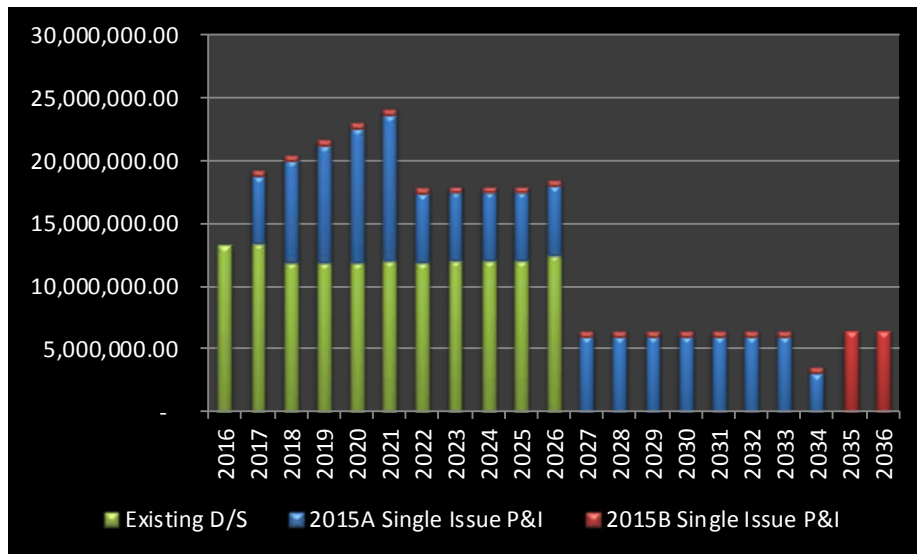
Bid Award*	Bidder Name	TIC
<input type="checkbox"/>	Piper Jaffray	3.069976
<input type="checkbox"/>	Bank of America Merrill Lynch	3.085214
<input type="checkbox"/>	Raymond James & Associates, Inc.	3.091844
<input type="checkbox"/>	Wells Fargo Bank, National Association	3.093636
<input type="checkbox"/>	Citigroup Global Markets Inc.	3.096056
<input type="checkbox"/>	J.P. Morgan Securities LLC	3.105994
<input type="checkbox"/>	Hutchinson, Shockey, Erley & Co.	3.194520



Throughout the process we have been watching the municipal bond market and keeping tab on interest rates. Below is a chart showing you the yields on bond specific maturities. The purple color line reflects today's rates received in the two bids in the chart below.



As a result of receiving these two bids the overall package the District's new debt structure is shown graphically below (these graphed payments are not adjusted of the State Aid offset):



As a result, the overall ISD 720 – Shakopee Public School payment differential for what we planned in January 2015 to now is expected to be reduced by approximately \$8.6MM (see graphic below).

	Election	Final	Difference
P&I (Existing plus New)	290,948,898.00	273,279,168.75	17,669,729.25
Est. State Aid	14,039,678.52	5,038,414.48	9,001,264.04
Total	276,909,219.48	268,240,754.27	8,668,465.21

Thank you so much for continuing to work with me and Baird.

CERTIFICATION OF MINUTES RELATING
TO
GENERAL OBLIGATION
SCHOOL BUILDING BONDS, SERIES 2015A

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

BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A special meeting held on June 22,
2015, at ____ o'clock p.m., in the District.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION AWARDING THE SALE, DETERMINING
THE FORM AND DETAILS, AUTHORIZING
THE EXECUTION, DELIVERY, AND REGISTRATION, AND PROVIDING
FOR THE PAYMENT OF GENERAL OBLIGATION
SCHOOL BUILDING BONDS, SERIES 2015A**

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 June, 2015.

School District Clerk

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

HELD: JUNE 22, 2015

Pursuant to due call and notice thereof, a special meeting of the School Board of Independent School District No. 720, State of Minnesota, was duly held on June 22, 2015, at ____ o'clock p.m.

It was reported that ____ proposals for the purchase of the General Obligation School Building Bonds, Series 2015A of the District had been received prior to 9:30 o'clock a.m., Central Time, pursuant to the Terms of Offering contained in the Official Statement; that the proposals had been opened, read and tabulated; and that the best proposal of each proposal maker was determined to be as follows:

SEE ATTACHED

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION AWARDING THE SALE, DETERMINING
THE FORM AND DETAILS, AUTHORIZING
THE EXECUTION, DELIVERY AND REGISTRATION, AND PROVIDING
FOR THE PAYMENT OF GENERAL OBLIGATION
SCHOOL BUILDING BONDS, SERIES 2015A**

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 June 8, 2015, this Board determined to sell and issue general obligation bonds of Independent School District No. 720 (the "Issuer" or the "District") in the total aggregate principal amount of \$90,370,000 (the "Bonds"), which were authorized by the voters of the District at the special election held May 5, 2015, for the acquisition and betterment of school sites and facilities. In the Terms of Offering, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities.

1.02 Sale. The Board, having been advised by Robert W. Baird & Co., its independent financial advisor, has determined that this issue shall be privately sold after receipt of written proposals, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2, as amended. The Board has publicly received and considered all proposals presented in conformity with the Terms of Offering contained in the Official Statement, which are hereby ratified and confirmed in all respects and are incorporated herein by reference as though fully specified in this paragraph. The most favorable of such proposals is ascertained to be that of _____ (the "Purchaser") to purchase the Bonds at a price of \$_____, plus interest accrued to settlement, and upon the further terms and conditions set forth in the Terms of Offering contained in the Official Statement and this resolution. Said proposal is hereby accepted and the sale of the Bonds is hereby awarded to said Purchaser.

1.03 Execution of Documents; Return of Good Faith Deposits. The Chair and Clerk are authorized and directed to endorse an acceptance on both copies of the most favorable proposal and to send one copy to the Purchaser. The Treasurer is directed to deposit the good faith deposit of the Purchaser pending delivery of the Bonds and payment therefor, and the good faith deposits of other proposal makers shall forthwith be returned to them.

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 \$_____ aggregate principal amount of general obligation bonds sold on this date shall be designated General Obligation School Building Bonds, Series 2015A, shall be dated July 20, 2015, 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 duly provided for, or, if no interest has been paid or 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:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
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In the Terms of Offering, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The amounts specified above are hereby adopted and approved as so adjusted. The Bonds maturing in the years ____ and ____ are term bonds subject to mandatory redemption in the years and principal amounts as specified in paragraph 2.04(b).

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 February 1, 2016. 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, 2024, and on any date thereafter, to prepay Bonds due on or after February 1, 2025, 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) Mandatory Redemption. (1) The Bonds maturing in the year _____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The procedures for such mandatory redemption shall be the same as specified in this Paragraph 2.04 for optional redemption.

In the event that any Bonds maturing in the year _____ are optionally redeemed pursuant to Paragraph 2.04(a) above and cancelled by the Bond Registrar and not reissued, the Bonds maturing in the year _____ so redeemed and cancelled may be applied by the Issuer as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04(b), such credit to be equal to the principal amount of the Bonds maturing in the year _____ so optionally redeemed or cancelled. The Issuer may apply these Bonds so optionally redeemed and cancelled as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04 only if it has notified the Bond Registrar not less than thirty-five (35) days prior to the applicable mandatory redemption date of its election to apply such Bonds as a credit and designating the redemption date to which it is to apply.

(2) The Bonds maturing in the year ____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The procedures for such mandatory redemption shall be the same as specified in this Paragraph 2.04 for optional redemption.

In the event that any Bonds maturing in the year ____ are optionally redeemed pursuant to Paragraph 2.04(a) above and cancelled by the Bond Registrar and not reissued, the Bonds maturing in the year ____ so redeemed and cancelled may be applied by the Issuer as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04(b), such credit to be equal to the principal amount of the Bonds maturing in the year ____ so optionally redeemed or cancelled. The Issuer may apply these Bonds so optionally redeemed and cancelled as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04 only if it has notified the Bond Registrar not less than thirty-five (35) days prior to the applicable mandatory redemption date of its election to apply such Bonds as a credit and designating the redemption date to which it is to apply.

(c) 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.

(d) 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.

(e) 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 thirty (30) 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, \$_____ 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 in the 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.

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 school sites and facilities authorized by the electors.

Section 6. Rebate to the United States.

6.01 Calculation and Payment. The Issuer acknowledges and confirms that maintenance of the tax-exempt status of interest on the Bonds is dependent, among other things, on compliance with the arbitrage requirements set forth in Section 148 of the Code and regulations promulgated thereunder. 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.

6.02 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 adversely effect 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 2015 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 ensure 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 Issuer authorizes the Purchaser to pay the amount of Bond proceeds allocable to the payment of issuance expenses 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)

R- _____ \$ _____

GENERAL OBLIGATION SCHOOL BUILDING BOND, SERIES 2015A

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

JULY 20, 2015

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 February 1, 2016, 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, 2024, and on any date thereafter, to prepay Bonds due on or after February 1, 2025, 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.

Mandatory Redemption. The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

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 thirty (30) 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 \$_____. 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 the acquisition and betterment of school sites and facilities, and all are issued pursuant to resolutions duly adopted by the School Board and authority conferred by more than the requisite majority vote of the qualified electors of the Issuer voting on the question of their issuance at an election duly and legally called and held therein on May 5, 2015, 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), 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:

July 20, 2015

**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)
SHAKOPEE, MINNESOTA

/s/ (Facsimile) _____
Chair

/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>
<u>July 20, 2015</u>	Cede & Co. P.O. Box 222 Bowling Green Station <u>New York, NY 10274</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 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.

EXHIBIT B

(FORM OF REPLACEMENT BOND)

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

R- _____ \$_____

GENERAL OBLIGATION SCHOOL BUILDING BOND, SERIES 2015A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
		JULY 20, 2015	

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 February 1, 2016, 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 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. 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.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF, WHICH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

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.

IN WITNESS WHEREOF, Independent School District No. 720 (Shakopee), 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:

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION
This Bond is one of
the Bonds described
in the within mentioned
Resolution.

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)
SHAKOPEE, MINNESOTA

U.S. BANK NATIONAL ASSOCIATION
Bond Registrar

/s/ (Facsimile)

Chair

By: _____
Authorized Signature

/s/ (Facsimile)

Clerk

ON REVERSE OF BOND

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$_____. 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 the acquisition and betterment of school sites and facilities, and all are issued pursuant to resolutions duly adopted by the School Board and authority conferred by more than the requisite majority vote of the qualified electors of the Issuer voting on the question of their issuance at an election duly and legally called and held therein on May 5, 2015, 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, 2024, and on any date thereafter, to prepay Bonds due on or after February 1, 2025, 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.

Mandatory Redemption. The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

Year

Amount

\$

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.

EXHIBIT C

DTC Letter of Representations

C-1

EXHIBIT D

LEVY COMPUTATION SHEET

<u>Levy Year</u>	<u>Collection Year</u>	<u>Amount</u>
2015	2016	\$
2016	2017	
2017	2018	
2018	2019	
2019	2020	
2020	2021	
2021	2022	
2022	2023	
2023	2024	
2024	2025	
2025	2026	
2026	2027	
2027	2028	
2028	2029	
2029	2030	
2030	2031	
2031	2032	
2032	2033	

STATE OF MINNESOTA)
)SS
COUNTY OF SCOTT)

**SIGNATURE AND NONLITIGATION
CERTIFICATE**

We, the undersigned, being respectively the duly qualified and acting Chair and Clerk of Independent School District No. 720 (Shakopee), Scott County, Minnesota (the "District"), DO HEREBY CERTIFY that we did on the date of this certificate, in our official capacities as such officers, cause our signatures and the manual signature of a duly authorized representative of U.S. Bank National Association in St. Paul, Minnesota, as authenticating agent, to be affixed upon the \$_____ General Obligation School Building Bonds, Series 2015A of the District, dated July 20, 2015, as the date of original issue (the "Bonds"), said Bonds being numbered R-1 upward, each in the denomination of \$5,000, or any integral multiple thereof, and being originally issued using a global book-entry system. Said Bonds mature on February 1 in the years and amounts set forth below, and bear interest at the annual rate set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
	\$			\$	

The District may elect on February 1, 2024, and on any date thereafter, to prepay Bonds due on or after February 1, 2025, at a price of par plus accrued interest.

The Bonds maturing in the year ____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

Interest is payable semiannually on each February 1 and August 1, commencing February 1, 2016. Principal and interest will be payable in the manner specified in the form of Global Certificate or Replacement Bond, as applicable, to the Registered Holder of the Bond at the Holder's address as it appears on the books of the Registrar on each Regular or Special Record Date.

We further certify that we are now and were on the date of executing such Bonds the duly qualified and acting officers indicated therein and duly authorized to execute the same; and we hereby ratify, confirm and adopt our facsimile signatures on such Bonds as the true and proper signatures for the execution thereof.

We further certify and confirm the signature hereunto subscribed as the true and correct signature of the Treasurer of said District.

We further certify that U.S. Bank National Association has been authorized to execute and authenticate the Bonds on behalf of the District upon receipt of notification of Bond Counsel for the District that all procedures required to be taken to authorize the issuance of the Bonds have been completed and that upon execution thereof the Bonds will be valid and binding general obligations of the District enforceable in accordance with their terms.

We further certify that said Bonds have been in all respects duly executed pursuant to authority conferred upon us as such officers; that no Bonds other than those above-described have been issued pursuant to such authority; that none of the proceedings or records which have been certified to the purchasers of said Bonds or to the attorneys approving said Bonds have been in any manner repealed, amended, or changed, except as shown by the proofs furnished; and that there has been no material change in the financial condition of the District or the facts affecting said Bonds except as shown by the proofs so furnished.

We further certify that the Official Statement relating to the Bonds, dated _____, 2015, including any Addendum thereto, did not as of the date thereof and does not as of the date hereof, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading under the circumstances.

We further certify that there is no litigation threatened or pending questioning the organization or boundaries of said District or the right of any of us to our respective offices, or in any manner questioning our right and power to execute and deliver said Bonds, or otherwise questioning the validity of said Bonds or the levy of any tax to pay the principal thereof and interest thereon.

[The remainder of this page has been left blank intentionally]

WITNESS our hands officially as such officers, this 20th day of July, 2015.

Chair

School District Clerk

Treasurer

[Signature Page for Signature and Nonlitigation Certificate]

**CERTIFICATE OF REGISTRAR
AND AUTHENTICATING AGENT
GENERAL OBLIGATION
SCHOOL BUILDING BONDS, SERIES 2015A
INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE)
SCOTT COUNTY, MINNESOTA**

1. I, _____, do hereby certify that I am a _____
_____ duly appointed and acting as such, of U.S. Bank National Association in St.
Paul, Minnesota (the "Registrar").

2. Pursuant to authorization by, and direction of, Independent School District
No. 720, certain of the authorized officers listed on the attached EXHIBIT "A" have this day
authenticated each of the bonds of the above issue, being fully registered bonds in the
denominations of \$5,000 or any integral multiple thereof and bearing the numbers of R-1 and
upward and have caused each of said bonds to be registered in the name of a "person" as defined
in Section 1-201 of the Uniform Commercial Code, all in accordance with the provisions of that
certain resolution adopted June 22, 2015, by the School Board of Independent School District
No. 720, State of Minnesota (the "Resolution").

3. The authorized officers who have signed the bonds have been duly authorized to
sign said bonds on behalf of the Registrar acting as authenticating agent.

4. The provisions of any bond registrar's agreement entered into between the Issuer
and the Bond Registrar do not conflict with the provisions of the Resolution with respect to the
duties and responsibilities of the Registrar set forth herein.

5. The CUSIP number for the final maturity is _____.

WITNESS my hand this ____ day of _____, 2015.

By: _____
Authorized Officer

STATE OF MINNESOTA)
)
COUNTY OF SCOTT)

**COUNTY AUDITOR'S CERTIFICATE AS
TO TAX LEVY AND BOND REGISTRATION**

I, the undersigned, being the duly qualified and acting County Auditor of Scott County, Minnesota, hereby certify that there has been filed in my office a certified copy of a resolution of the School Board of Independent School District No. 720 (Shakopee), setting forth the form, details and security of an issue of General Obligation School Building Bonds, Series 2015A of the District dated July 20, 2015 as the date of original issue, and levying taxes for the payment of principal of and interest on said Bonds.

I further certify that said bond issue has been entered on my Bond Register and that the tax required by law for payment of said bonds has been levied and filed as required by Minnesota Statutes, Sections 475.61 and 475.63.

WITNESS my hand and official seal this _____ day of _____, 2015.

County Auditor

(SEAL)

CERTIFICATE OF PURCHASER

The undersigned officer of _____ (the "Purchaser"), which has purchased the \$_____ General Obligation School Building Bonds, Series 2015A (the "Bonds"), of Independent School District No. 720 (Shakopee), Scott County, Minnesota, dated July 20, 2015 as the date of original issue, hereby certifies, based upon the information available to the Purchaser, that the obligations of said issue were either not reoffered to the public (excluding bond houses, brokers or other persons or organizations acting in the capacity as underwriters or wholesalers) (hereinafter the "Public") or were reasonably expected to be initially reoffered to the Public at the following prices:

<u>Year</u>	<u>Amount</u>	<u>Price</u>	<u>Year</u>	<u>Amount</u>	<u>Price</u>
	\$			\$	

I further certify that, as of the date hereof, based on our records and other information available to us which we have no reason to believe is not correct, all of the bonds reoffered to the Public have been the subject of a bona fide initial offering to the Public at a price not greater than the price, or a yield not less than the yield, as shown above or on the exhibit attached hereto, with any exceptions as to the amounts sold provided in the attached EXHIBIT A hereto.

The School District may rely on the statements made herein in connection with its efforts to comply with the conditions imposed by the Internal Revenue Code of 1986, as amended (the "Code"); provided, however, that nothing herein represents our interpretation of any laws, and in particular, regulations under section 148 of the Code. Bond Counsel may also rely on this Certificate

for purposes of its opinion regarding the treatment of interest on the Bonds as excludable from gross income for federal income tax purposes. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law. Accordingly, the Purchaser makes no representation as to the legal sufficiency of the factual matters set forth herein.

Dated: _____ 2015

Purchaser

By: _____

Its: _____

(SEAL)

STATE OF MINNESOTA)
)SS
COUNTY OF SCOTT)

**NONARBITRAGE CERTIFICATE
GENERAL OBLIGATION
SCHOOL BUILDING BONDS, SERIES 2015A
INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE)
SHAKOPEE, MINNESOTA**

The undersigned are the duly qualified and acting Chair and Clerk of Independent School District No. 720 (Shakopee), Scott County, Minnesota (the "District") charged, either alone or with others, with the responsibility of issuing the District's \$_____ General Obligation School Building Bonds, Series 2015A, dated July 20, 2015 as the date of original issue (the "Bonds"). This Certificate is being executed in accordance with the income tax regulations relating to arbitrage bonds (the "Regulations") and may be relied upon as a certification under the Regulations now applicable to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The undersigned, having made an investigation of the facts, circumstances and estimates pertaining to and in connection with the Bonds, hereby certify and reasonably expect as follows with respect to the Bonds:

1. Employer Identification Number. The District's employer identification number is 41-6003781.

2. Purpose. The Bond proceeds (less unused discount, if any, and premium and accrued interest) will be used to finance the acquisition and betterment of school sites and facilities in the District (the "Project").

3. Proceeds and Uses. The Bonds were delivered and paid for on the date of this certificate and the total proceeds received (\$_____) by the Treasurer on behalf of the District on the sale of the Bonds plus estimated investment earnings thereon (\$_____) does not exceed the total of:

- (i) \$ _____, the estimated total financeable costs of constructing the Project, including \$_____ of premium deposited in the Construction Fund;
- (ii) \$ _____, capitalized interest on the Bonds to be paid from Bond proceeds or earnings thereon, to be deposited in the Debt Redemption Fund;
- (iii) \$ _____, the expenses anticipated to be incurred in connection with the issuance of the Bonds; and
- (iv) \$ _____, of accrued interest, premium and unused discount, if any, to be deposited in the Debt Redemption Fund.

4. Governmental Purposes; No Overissuance. The stated purposes of the Bonds are governmental purposes within the meaning of applicable laws and regulations. Bond proceeds in an amount equal to the face amount of the Bonds (less the amount of any discount and other issuance expenses) and estimated investment proceeds resulting from investment of the Bond proceeds will not exceed the estimated dollar cost of constructing said Project, less all other funds to be expended for paying such costs. Any portion (if any) of the issue that is to be used to finance restricted working capital expenditures will not be outstanding longer than two (2) years and any portion that is to be used to finance capital projects has a weighted average maturity that does not exceed 120 percent of the average reasonably expected economic life of the financed capital projects as determined in accordance with the Code.

5. **Use.** The Project has not been and is not expected during the term of the Bonds to be sold or otherwise disposed of by the District. The District will not make use of the proceeds of the Bonds or of the Project in a manner which would cause the Bonds to be "private activity bonds" pursuant to Section 141 of the Code.

6. **Time Test.** Binding contracts or commitments obligating the expenditures for the actual work of constructing the Project of not less than \$ _____ have heretofore been entered into or made or will be entered into or made within six (6) months from the date of this Certificate;

7. **Due Diligence Test.** The construction of the Project has proceeded and will continue to proceed with due diligence to completion. It is estimated that the Project will be completed by _____, 20__.

8. **Expenditure Test.** Any contract or commitment for the construction of the Project heretofore or hereafter executed has provided or will provide for the construction of the Project in less than three years from the date hereof; and Bond proceeds in an amount equal to at least 85% of the face amount of the Bonds will be spent in paying the cost of the construction of the Project within three (3) years hereof.

9. **Debt Redemption; Investments.** The Bonds and the interest thereon have been made payable from the Debt Redemption Fund of the District. The moneys appropriated to said Fund are estimated to be at least sufficient to pay the principal of and interest on all such Bonds when due. It is not expected that any such Bonds and interest will be paid from any other fund of the District and there is no other fund or account of cash or securities which the District has set aside and expects to invest or maintain at a yield greater than the yield on the Bonds for the

purpose of paying debt service on the Bonds. Any sums from time to time held in said Fund in excess of amounts which, under the applicable federal arbitrage regulations, may be invested without regard to yield (after taking into account all temporary periods), shall not be invested at a yield in excess of the applicable yield restrictions imposed by the Code and said arbitrage regulations on such investments, based upon their issue price to the public (_____%). The Bonds and the Issuer's General Obligation School Building Bonds, Series 2015B shall be treated as a single issue for purposes of calculation of yield and this number reflects the combined offering price to the public of both issues.

10. Yield Determination; Materially Higher. The District shall, for purposes of determining the yield on the Bonds and yields which are materially higher than such yield, make calculations on the basis of the issue price of the Bonds within the meaning of Section 1273 or 1274 of the Code. A "materially higher" yield is understood to be one-eighth of one percent (0.125%), in most circumstances.

11. Intentional Acts. The District shall not intentionally use any portion of the proceeds of the Bonds directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments except to the extent such investments would not have caused the Bonds to be arbitrage bonds if reasonably expected on the date hereof.

12. Rebate. The District will make such calculations and such rebate payments at such times and in such manner as required to comply with Section 148 of the Code and the applicable Regulations pertaining thereto. In addition, the District has covenanted in the resolution authorizing the Bonds to take all actions necessary to ensure that the interest on the

Bonds will not become subject to taxation under the Code and the applicable Treasury regulations and to comply with such additional legislative and administrative requirements as may be imposed by law.

13. Qualified Issuer. The District has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

14. No Other Facts. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances which would materially change the foregoing facts and conclusions.

15. Familiarity; Conclusion. We are generally familiar with the requirements of the federal arbitrage regulations, and nothing has been called to our attention to cause us to believe that the proceeds of the Bonds will be used in a manner which would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code.

[The remainder of this page intentionally left blank]

WITNESS our hands officially as such officers, this 20th day of July, 2015.

Chair

School District Clerk

[Signature Page for Nonarbitrage Certificate]

CONTINUING DISCLOSURE CERTIFICATE (Full Disclosure)

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Independent School District No. 720 (Shakopee), State of Minnesota (the "District"), in connection with the issuance of its General Obligation School Building Bonds, Series 2015A (the "Bonds"). The Bonds are being issued pursuant to a Resolution adopted by the School Board on June 22, 2015 (the "Resolution"). The District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 (the "State Payment Law" described in the Official Statement for the Bonds) which provides for payment by the State of Minnesota in the event of a potential default of a District obligation. The District covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Bondholders or beneficial owners, if different, and in order to assist the Participating Underwriters in complying with SEC Rule 15c2-12(b)(5). This Disclosure Certificate constitutes the written Undertaking required by the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" shall mean the financial statements of the District audited annually by an independent certified public accounting firm and prepared in accordance with generally accepted accounting principles or as otherwise required by Minnesota law for the preceding Fiscal Year, including a balance sheet and statement of revenues, expenditures and changes in fund balances.

"Dissemination Agent" shall mean the District, or any successor Dissemination Agent which has been designated in writing by the District and which has filed with the District a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system: www.emma.msrb.org, established by the MSRB and which contains a component that includes a continuing disclosure service for the receipt and public availability of continuing disclosure documents and related information to be submitted by issuers, obligated persons, and their agents pursuant to continuing disclosure undertakings entered into consistent with the Rule.

"Fiscal Year" shall mean the fiscal year of the District.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time, and including written interpretations thereof by the Securities and Exchange Commission.

SECTION 3. Provision of Annual Reports.

(a) The District shall provide, or shall cause the Dissemination Agent to provide, as soon as available, but not later than June 30, 2016, and twelve (12) months after the end of each Fiscal Year during which the Bonds are outstanding, to the MSRB, in an electronic format through the use of EMMA, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the District may be submitted separately from the balance of the Annual Report and shall be submitted if and when available. If audited financial statements are not available by the date specified above, the District shall submit unaudited financial statements by that date to the MSRB and will submit the audited financial statements as soon as they are available.

(b) If the District is unable to provide to the MSRB an Annual Report by the date required in subsection (a) above, the District shall send a notice to the MSRB.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the required method of submission to the MSRB and (if the Dissemination Agent is other than the District)

(ii) file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate and stating the date it was provided.

SECTION 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

1. An annual Audited Financial Statement.

2. Updates of the operating and financial data included in the Official Statement under headings substantially similar to the following or containing financial information directly relating to the following: (a) ECONOMIC AND FINANCIAL INFORMATION, (b) SUMMARY OF DEBT AND DEBT STATISTICS and (c) DISTRICT GENERAL INFORMATION.-."Major Employers".

All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must also be available from the Municipal Securities Rulemaking Board (MSRB). The District shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events, with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the obligated person;

13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such action, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever a Listed Event occurs, the District shall in a timely manner not in excess of ten business days after the occurrence of the Listed Event file a notice of such occurrence with the MSRB.

SECTION 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all the Bonds.

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, including but not limited to its duties under Sections 3 and 5 hereof, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

If this Disclosure Certificate is amended, the District will disclose such amendment, together with a narrative explanation of that amendment, to the MSRB with its annual financial information disclosure.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any

information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Bondholder or beneficial owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution or with respect to the Bonds, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees, to the extent permitted by law, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriters and Holders from time to time of the Bonds or the beneficial owners, if different, and shall create no rights in any other person or entity.

SECTION 13. Reserved Rights. The District reserves the right to discontinue providing any information required under the Rule if a final determination should be made by a court of competent jurisdiction that the Rule is invalid or otherwise unlawful or to modify the Undertaking under this Disclosure Certificate if the District determines that such modification is required by the Rule, or by a court of competent jurisdiction.

Dated as of this 20th day of July, 2015.

INDEPENDENT SCHOOL DISTRICT NO. 720
SHAKOPEE, MINNESOTA

By: _____
Chair

And: _____
Clerk

[Signature Page for Continuing Disclosure Certificate]

**INFORMATION REPORT FORM
GENERAL OBLIGATION
SCHOOL BUILDING BONDS, SERIES 2015A
INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE)
SCOTT COUNTY, MINNESOTA**

For purposes of completing the information return for tax exempt governmental obligations required under Section 149(e) of the Internal Revenue Code of 1986, as amended, for the above entitled transaction, we hereby certify as follows:

1. Description of Transaction. The final maturity date for this issue is _____. The issue price for this entire issue is \$_____, the stated redemption price at maturity is \$_____, the average weighted maturity is _____ years and the yield is _____. The issue prices specified above are based on the reoffering costs to the public as certified by the Purchaser.

2. The Original Proceeds of the Transaction will be used as follows:

- (a) Proceeds used for accrued interest \$ _____
- (b) Issue price of entire issue \$ _____
- (c) Proceeds used for bond issuance costs \$ _____
(including underwriter's discount)
- (d) Proceeds used for credit enhancement \$ _____
- (e) Proceeds allocated to reasonably required reserve or replacement fund \$ _____
- (f) Proceeds used to refund prior issues \$ _____
- (g) Total (add lines c, d, e and f) \$ _____
- (h) Nonrefunding proceeds of the issue (line b minus line g) \$ _____

3. The amount of bonds designated by the Issuer as qualified tax-exempt obligations. \$ _____

4. Written Procedures. Has the District established written procedures to ensure that nonqualified bonds are remediated and to monitor the requirements of Section 148? Yes ___ No ___

5. If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement \$_____ Enter the date the official intent was adopted _____.

ROBERT W. BAIRD & CO.

By: _____
Its: Managing Partner



KNUTSON, FLYNN & DEANS, P.A.

1155 Centre Pointe Drive, Suite 10

Mendota Heights, MN 55120

651.222.2811 fax 651.225.0600

www.kfdmn.com

\$90,370,000*
GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2015A
INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE)
SCOTT COUNTY, MINNESOTA

We have acted as Bond Counsel in connection with the issuance by Independent School District No. 720 (Shakopee), Scott County, Minnesota (the "District"), of its General Obligation School Building Bonds, Series 2015A (the "Bonds"), in the aggregate principal amount of \$90,370,000*, bearing a date of original issue of July 20, 2015. The Bonds are fully registered as to principal and interest and are originally issued using a global book-entry system.

We have not been engaged or undertaken to review the accuracy, completeness, or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement) and we express no opinion relating thereto (excepting only the matters set forth as our opinion in the Official Statement).

We have examined the law and such certified proceedings and other documents as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other affidavits and certificates of public officials furnished to us without undertaking to verify such facts by independent investigation.

Based upon our examination of these materials, assuming the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents, and based upon present Minnesota and federal laws, regulations, rulings and decisions, it is our opinion that:

(1) The Bonds are in due form and the proceedings show lawful authority for their issuance according to their terms under the Constitution and laws of the State of Minnesota now in force.

(2) The Bonds are valid and binding general obligations of the District enforceable in accordance with their terms except to the extent to which enforceability thereof may be limited by the exercise of judicial discretion in accordance with general principles of equity, by the constitutional powers of the United States of America and by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted. All of the taxable property in the District is subject to the levy of ad valorem taxes to pay the principal and interest on the Bonds, which taxes are without limitation as to rate or amount.

(3) Interest on the Bonds is not includable in gross income for federal income tax purposes or in taxable net income of individuals, estates or trusts for Minnesota income tax purposes. Interest on the Bonds is includable in taxable income of corporations and financial institutions for purposes of the Minnesota franchise tax measured by income. Interest on the Bonds is not an item of tax preference required to be included in the computation of "alternative minimum taxable income" for purposes of the federal alternative minimum tax applicable to individuals and other taxpayers under Section 55 of the Internal Revenue Code of 1986, as amended, (the "Code") or for purposes of the Minnesota alternative minimum tax applicable to individuals, trusts and estates. Interest on the Bonds is includable in adjusted current earnings of corporations in determining alternative minimum taxable income for purposes of the federal and Minnesota alternative minimum taxes applicable to corporations.

(4) The opinion set forth in Paragraph (3) above is subject to the condition that the District comply with all the requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal and state income tax purposes. The District has covenanted in the resolution authorizing the issuance of the Bonds to comply with these continuing requirements. Noncompliance with these covenants by the District following the issuance of the Bonds may result in inclusion of interest on the Bonds in federal gross income and Minnesota taxable net income for federal and Minnesota income tax purposes retroactive to the date of issuance of the Bonds. Except as stated in this opinion, we express no opinion regarding federal, state or other tax consequences caused by the receipt or accrual of interest on or arising with respect to ownership of the Bonds.

(5) The Bonds have not been 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.

DATED at Mendota Heights, Minnesota, this 20th day of July, 2015.

KNUTSON, FLYNN & DEANS
Professional Association

CERTIFICATION OF MINUTES RELATING
TO
GENERAL OBLIGATION
SCHOOL BUILDING BONDS, SERIES 2015B

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

BODY: SCHOOL BOARD

KIND, DATE, TIME AND PLACE OF MEETING: A special meeting, held on June 22,
2015, at ____ 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
SCHOOL BUILDING BONDS, SERIES 2015B**

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 June, 2015.

School District Clerk

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

HELD: JUNE 22, 2015

Pursuant to due call and notice thereof, a special meeting of the School Board of Independent School District No. 720, State of Minnesota, was duly held on June 22, 2015, at ____ o'clock p.m., for the purpose, in part, of ratifying the sale of the \$12,130,000 General Obligation School Building Bonds, Series 2015B 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
SCHOOL BUILDING BONDS, SERIES 2015B**

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 June 8, 2015, this Board determined to sell and issue general obligation bonds of Independent School District No. 720 (the "Issuer" or the "District") in the total aggregate principal amount of \$12,130,000 (the "Bonds"), which were authorized by the voters of the District at the special election held May 5, 2015, for the acquisition and betterment of school sites and facilities. In the Terms of Offering, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities.

1.02 Sale. The Board has determined that this issue shall be privately sold after direct negotiation, as authorized pursuant to Minnesota Statutes, Section 475.60, Subdivision 2(5), as amended. The proposal of Edward Jones (the "Purchaser"), to purchase the Bonds at a price of \$_____, plus interest accrued to settlement, was accepted by the Superintendent or Director of Finance and any School Board Officer on June 22, 2015, pursuant to the June 8, 2015 resolution of the Board and the sale was awarded on that date. 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 by the Superintendent or Director of Finance and any School Board Officer is ratified in all respects and they are directed to send one copy 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 \$_____ aggregate principal amount of general obligation bonds sold on this date shall be designated General Obligation School Building Bonds, Series 2015B, shall be dated July 20, 2015, 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 duly provided for, or, if no interest has been paid or 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:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
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In the Terms of Proposal, the District reserved the right, after proposals were opened and prior to award, to increase or decrease the principal amount of the Bonds offered for sale or the amount of any individual maturity, with the increase or decrease to occur in multiples of \$5,000 in any of the maturities. The amounts specified above are hereby adopted and approved as so adjusted. The Bonds maturing in the years ____ and ____ are term bonds subject to mandatory redemption in the years and principal amounts as specified in paragraph 2.04(b).

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 February 1, 2016. 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, 2024, and on any date thereafter, to prepay Bonds due on or after February 1, 2025, 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) Mandatory Redemption. (1) The Bonds maturing in the year ____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The procedures for such mandatory redemption shall be the same as specified in this Paragraph 2.04 for optional redemption.

In the event that any Bonds maturing in the year ____ are optionally redeemed pursuant to Paragraph 2.04(a) above and cancelled by the Bond Registrar and not reissued, the Bonds maturing in the year ____ so redeemed and cancelled may be applied by the Issuer as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04(b), such credit to be equal to the principal amount of the Bonds maturing in the year ____ so optionally redeemed or cancelled. The Issuer may apply these Bonds so optionally redeemed and cancelled as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04 only if it has notified the Bond Registrar not less than thirty-five (35) days prior to the applicable mandatory redemption date of its election to apply such Bonds as a credit and designating the redemption date to which it is to apply.

(2) The Bonds maturing in the year ____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds to be so redeemed plus interest accrued thereon to the date fixed for redemption, on February 1 in the years and principal amounts set forth below:

<u>Year</u>	<u>Amount</u>
	\$

The procedures for such mandatory redemption shall be the same as specified in this Paragraph 2.04 for optional redemption.

In the event that any Bonds maturing in the year ____ are optionally redeemed pursuant to Paragraph 2.04(a) above and cancelled by the Bond Registrar and not reissued, the Bonds maturing in the year ____ so redeemed and cancelled may be applied by the Issuer as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04(b), such credit to be equal to the principal amount of the Bonds maturing in the year ____ so optionally redeemed or cancelled. The Issuer may apply these Bonds so optionally redeemed and cancelled as a credit against the Bonds to be mandatorily redeemed pursuant to this Paragraph 2.04 only if it has notified the Bond Registrar not less than thirty-five (35) days prior to the applicable mandatory redemption date of its election to apply such Bonds as a credit and designating the redemption date to which it is to apply.

(c) 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.

(d) 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.

(e) **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 thirty (30) 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, \$_____ 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 in the 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.

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 school sites and facilities authorized by the electors.

Section 6. Rebate to the United States.

6.01 Calculation and Payment. The Issuer acknowledges and confirms that maintenance of the tax-exempt status of interest on the Bonds is dependent, among other things, on compliance with the arbitrage requirements set forth in Section 148 of the Code and regulations promulgated thereunder. 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.

6.02 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 adversely effect 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 2015 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 ensure 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 Issuer authorizes the Purchaser to pay the amount of Bond proceeds allocable to the payment of issuance expenses 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)

R- _____ \$ _____

GENERAL OBLIGATION SCHOOL BUILDING BOND, SERIES 2015B

<u>INTEREST</u> <u>RATE</u>	<u>MATURITY</u> <u>DATE</u>	<u>DATE OF</u> <u>ORIGINAL ISSUE</u>	<u>CUSIP</u>
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JULY 20, 2015

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 February 1, 2016, 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, 2024, and on any date thereafter, to prepay Bonds due on or after February 1, 2025, 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.

Mandatory Redemption. The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

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 thirty (30) 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 \$_____. 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 the acquisition and betterment of school sites and facilities, and all are issued pursuant to resolutions duly adopted by the School Board and authority conferred by more than the requisite majority vote of the qualified electors of the Issuer voting on the question of their issuance at an election duly and legally called and held therein on May 5, 2015, 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), 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:

July 20, 2015

**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)
SHAKOPEE, MINNESOTA

/s/ (Facsimile) _____
Chair

/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>
<u>July 20, 2015</u>	Cede & Co. P.O. Box 222 Bowling Green Station <u>New York, NY 10274</u>	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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 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.

EXHIBIT B

(FORM OF REPLACEMENT BOND)

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

R- _____ \$_____

GENERAL OBLIGATION SCHOOL BUILDING BOND, SERIES 2015B

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
		JULY 20, 2015	

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 February 1, 2016, 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 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. 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.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE SIDE HEREOF, WHICH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

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.

IN WITNESS WHEREOF, Independent School District No. 720 (Shakopee), 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:

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION
This Bond is one of
the Bonds described
in the within mentioned
Resolution.

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)
SHAKOPEE, MINNESOTA

U.S. BANK NATIONAL ASSOCIATION
Bond Registrar

/s/ (Facsimile)

Chair

By: _____
Authorized Signature

/s/ (Facsimile)

Clerk

ON REVERSE OF BOND

Issuance; Purpose. This Bond is one of an issue in the total aggregate principal amount of \$_____. 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 the acquisition and betterment of school sites and facilities, and all are issued pursuant to resolutions duly adopted by the School Board and authority conferred by more than the requisite majority vote of the qualified electors of the Issuer voting on the question of their issuance at an election duly and legally called and held therein on May 5, 2015, 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, 2024, and on any date thereafter, to prepay Bonds due on or after February 1, 2025, 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.

Mandatory Redemption. The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption, pursuant to the procedures specified herein and at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

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 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 C

DTC Letter of Representations

C-1

EXHIBIT D

LEVY COMPUTATION SHEET

<u>Levy Year</u>	<u>Collection Year</u>	<u>Amount</u>
2015	2016	\$
2016	2017	
2017	2018	
2018	2019	
2019	2020	
2020	2021	
2021	2022	
2022	2023	
2023	2024	
2024	2025	
2025	2026	
2026	2027	
2027	2028	
2028	2029	
2029	2030	
2030	2031	
2031	2032	
2032	2033	
2033	2034	
2034	2035	

STATE OF MINNESOTA)
)SS
 COUNTY OF SCOTT)

**SIGNATURE AND NONLITIGATION
 CERTIFICATE**

We, the undersigned, being respectively the duly qualified and acting Chair and Clerk of Independent School District No. 720 (Shakopee), Scott County, Minnesota (the "District"), DO HEREBY CERTIFY that we did on the date of this certificate, in our official capacities as such officers, cause our signatures and the manual signature of a duly authorized representative of U.S. Bank National Association in St. Paul, Minnesota, as authenticating agent, to be affixed upon the \$_____ General Obligation School Building Bonds, Series 2015B of the District, dated July 20, 2015, as the date of original issue (the "Bonds"), said Bonds being numbered R-1 upward, each in the denomination of \$5,000, or any integral multiple thereof, and being originally issued using a global book-entry system. Said Bonds mature on February 1 in the years and amounts set forth below, and bear interest at the annual rate set forth opposite such years and amounts, as follows:

<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Amount</u>	<u>Interest Rate</u>
	\$			\$	

The District may elect on February 1, 2024, and on any date thereafter, to prepay Bonds due on or after February 1, 2025, at a price of par plus accrued interest.

The Bonds maturing in the year ____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

The Bonds maturing in the year ____ shall be subject to mandatory redemption at a redemption price equal to the principal amount of the Bonds so redeemed plus interest accrued on the principal amount to be redeemed to the date fixed for mandatory redemption, on February 1 in the years and in the principal amounts set forth below (subject to certain credits as provided in the Resolution):

<u>Year</u>	<u>Amount</u>
	\$

Interest is payable semiannually on each February 1 and August 1, commencing February 1, 2016. Principal and interest will be payable in the manner specified in the form of Global Certificate or Replacement Bond, as applicable, to the Registered Holder of the Bond at the Holder's address as it appears on the books of the Registrar on each Regular or Special Record Date.

We further certify that we are now and were on the date of executing such Bonds the duly qualified and acting officers indicated therein and duly authorized to execute the same; and we hereby ratify, confirm and adopt our facsimile signatures on such Bonds as the true and proper signatures for the execution thereof.

We further certify and confirm the signature hereunto subscribed as the true and correct signature of the Treasurer of said District.

We further certify that U.S. Bank National Association has been authorized to execute and authenticate the Bonds on behalf of the District upon receipt of notification of Bond Counsel for the District that all procedures required to be taken to authorize the issuance of the Bonds have been completed and that upon execution thereof the Bonds will be valid and binding general obligations of the District enforceable in accordance with their terms.

We further certify that said Bonds have been in all respects duly executed pursuant to authority conferred upon us as such officers; that no Bonds other than those above-described have been issued pursuant to such authority; that none of the proceedings or records which have been certified to the purchasers of said Bonds or to the attorneys approving said Bonds have been in any manner repealed, amended, or changed, except as shown by the proofs furnished; and that there has been no material change in the financial condition of the District or the facts affecting said Bonds except as shown by the proofs so furnished.

We further certify that the Official Statement relating to the Bonds, dated _____, 2015, including any Addendum thereto, did not as of the date thereof and does not as of the date hereof, contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein not misleading under the circumstances.

We further certify that there is no litigation threatened or pending questioning the organization or boundaries of said District or the right of any of us to our respective offices, or in any manner questioning our right and power to execute and deliver said Bonds, or otherwise questioning the validity of said Bonds or the levy of any tax to pay the principal thereof and interest thereon.

[The remainder of this page has been left blank intentionally]

WITNESS our hands officially as such officers, this 20th day of July, 2015.

Chair

School District Clerk

Treasurer

[Signature Page for Signature and Nonlitigation Certificate]

**CERTIFICATE OF REGISTRAR
AND AUTHENTICATING AGENT
GENERAL OBLIGATION
SCHOOL BUILDING BONDS, SERIES 2015B
INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE)
SCOTT COUNTY, MINNESOTA**

1. I, _____, do hereby certify that I am a _____
_____ duly appointed and acting as such, of U.S. Bank National Association in St.
Paul, Minnesota (the "Registrar").

2. Pursuant to authorization by, and direction of, Independent School District
No. 720, certain of the authorized officers listed on the attached EXHIBIT "A" have this day
authenticated each of the bonds of the above issue, being fully registered bonds in the
denominations of \$5,000 or any integral multiple thereof and bearing the numbers of R-1 and
upward and have caused each of said bonds to be registered in the name of a "person" as defined
in Section 1-201 of the Uniform Commercial Code, all in accordance with the provisions of that
certain resolution adopted June 22, 2015, by the School Board of Independent School District
No. 720, State of Minnesota (the "Resolution").

3. The authorized officers who have signed the bonds have been duly authorized to
sign said bonds on behalf of the Registrar acting as authenticating agent.

4. The provisions of any bond registrar's agreement entered into between the Issuer
and the Bond Registrar do not conflict with the provisions of the Resolution with respect to the
duties and responsibilities of the Registrar set forth herein.

5. The CUSIP number for the final maturity is _____.

WITNESS my hand this ____ day of _____, 2015.

By: _____
Authorized Officer

SIGNATURE CERTIFICATE

We, the undersigned, hereby certify that we are the duly qualified Chair, Clerk and Treasurer of Independent School District No. 720 (Shakopee), Scott County, Minnesota (the "District").

IN WITNESS WHEREOF, we have executed this Certificate in our respective official capacities.

Chair

Clerk

Treasurer

STATE OF MINNESOTA)
)SS
COUNTY OF SCOTT)

Signed or attested before me by the Chair, Clerk and Treasurer of Independent School District No. 720, Scott County, Minnesota.

Dated this _____ day of _____, 2015.

Notary Public, State of Minnesota

My Commission expires _____

STATE OF MINNESOTA)
)
COUNTY OF SCOTT)

**COUNTY AUDITOR'S CERTIFICATE AS
TO TAX LEVY AND BOND REGISTRATION**

I, the undersigned, being the duly qualified and acting County Auditor of Scott County, Minnesota, hereby certify that there has been filed in my office a certified copy of a resolution of the School Board of Independent School District No. 720 (Shakopee), setting forth the form, details and security of an issue of General Obligation School Building Bonds, Series 2015B of the District dated July 20, 2015 as the date of original issue, and levying taxes for the payment of principal of and interest on said Bonds.

I further certify that said bond issue has been entered on my Bond Register and that the tax required by law for payment of said bonds has been levied and filed as required by Minnesota Statutes, Sections 475.61 and 475.63.

WITNESS my hand and official seal this _____ day of _____, 2015.

County Auditor

(SEAL)

CERTIFICATE OF PURCHASER

The undersigned officer of _____ (the "Purchaser"), which has purchased the \$_____ General Obligation School Building Bonds, Series 2015B (the "Bonds"), of Independent School District No. 720 (Shakopee), Scott County, Minnesota, dated July 20, 2015 as the date of original issue, hereby certifies, based upon the information available to the Purchaser, that the obligations of said issue were either not reoffered to the public (excluding bond houses, brokers or other persons or organizations acting in the capacity as underwriters or wholesalers) (hereinafter the "Public") or were reasonably expected to be initially reoffered to the Public at the following prices:

<u>Year</u>	<u>Amount</u>	<u>Price</u>	<u>Year</u>	<u>Amount</u>	<u>Price</u>
	\$			\$	

I further certify that, as of the date hereof, based on our records and other information available to us which we have no reason to believe is not correct, all of the bonds reoffered to the Public have been the subject of a bona fide initial offering to the Public at a price not greater than the price, or a yield not less than the yield, as shown above or on the exhibit attached hereto, with any exceptions as to the amounts sold provided in the attached EXHIBIT A hereto.

The School District may rely on the statements made herein in connection with its efforts to comply with the conditions imposed by the Internal Revenue Code of 1986, as amended (the "Code"); provided, however, that nothing herein represents our interpretation of any laws, and in particular, regulations under section 148 of the Code. Bond Counsel may also rely on this Certificate

for purposes of its opinion regarding the treatment of interest on the Bonds as excludable from gross income for federal income tax purposes. Except as expressly set forth above, the certifications set forth herein may not be relied upon or used by any third party or for any other purpose. Notwithstanding anything set forth herein, the Purchaser is not engaged in the practice of law. Accordingly, the Purchaser makes no representation as to the legal sufficiency of the factual matters set forth herein.

Dated: _____ 2015

Purchaser

By: _____

Its: _____

(SEAL)

STATE OF MINNESOTA)
)SS
COUNTY OF SCOTT)

**NONARBITRAGE CERTIFICATE
GENERAL OBLIGATION
SCHOOL BUILDING BONDS, SERIES 2015B
INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE)
SHAKOPEE, MINNESOTA**

The undersigned are the duly qualified and acting Chair and Clerk of Independent School District No. 720 (Shakopee), Scott County, Minnesota (the "District") charged, either alone or with others, with the responsibility of issuing the District's \$_____ General Obligation School Building Bonds, Series 2015B, dated July 20, 2015 as the date of original issue (the "Bonds"). This Certificate is being executed in accordance with the income tax regulations relating to arbitrage bonds (the "Regulations") and may be relied upon as a certification under the Regulations now applicable to Section 148 of the Internal Revenue Code of 1986, as amended (the "Code"). The undersigned, having made an investigation of the facts, circumstances and estimates pertaining to and in connection with the Bonds, hereby certify and reasonably expect as follows with respect to the Bonds:

1. Employer Identification Number. The District's employer identification number is 41-6003781.

2. Purpose. The Bond proceeds (less unused discount, if any, and premium and accrued interest) will be used to finance the acquisition and betterment of school sites and facilities in the District (the "Project").

3. Proceeds and Uses. The Bonds were delivered and paid for on the date of this certificate and the total proceeds received (\$_____) by the Treasurer on behalf of the

District on the sale of the Bonds plus estimated investment earnings thereon (\$_____)

does not exceed the total of:

- (i) \$ _____, the estimated total financeable costs of constructing the Project, including \$_____ of premium deposited in the Construction Fund;
- (ii) \$ _____, capitalized interest on the Bonds to be paid from Bond proceeds or earnings thereon, to be deposited in the Debt Redemption Fund;
- (iii) \$ _____, the expenses anticipated to be incurred in connection with the issuance of the Bonds; and
- (iv) \$ _____, of accrued interest, premium and unused discount, if any, to be deposited in the Debt Redemption Fund.

4. Governmental Purposes; No Overissuance. The stated purposes of the Bonds are governmental purposes within the meaning of applicable laws and regulations. Bond proceeds in an amount equal to the face amount of the Bonds (less the amount of any discount and other issuance expenses) and estimated investment proceeds resulting from investment of the Bond proceeds will not exceed the estimated dollar cost of constructing said Project, less all other funds to be expended for paying such costs. Any portion (if any) of the issue that is to be used to finance restricted working capital expenditures will not be outstanding longer than two (2) years and any portion that is to be used to finance capital projects has a weighted average maturity that does not exceed 120 percent of the average reasonably expected economic life of the financed capital projects as determined in accordance with the Code.

5. Use. The Project has not been and is not expected during the term of the Bonds to be sold or otherwise disposed of by the District. The District will not make use of the proceeds

of the Bonds or of the Project in a manner which would cause the Bonds to be "private activity bonds" pursuant to Section 141 of the Code.

6. Time Test. Binding contracts or commitments obligating the expenditures for the actual work of constructing the Project of not less than \$ _____ have heretofore been entered into or made or will be entered into or made within six (6) months from the date of this Certificate;

7. Due Diligence Test. The construction of the Project has proceeded and will continue to proceed with due diligence to completion. It is estimated that the Project will be completed by _____, 20__.

8. Expenditure Test. Any contract or commitment for the construction of the Project heretofore or hereafter executed has provided or will provide for the construction of the Project in less than three years from the date hereof; and Bond proceeds in an amount equal to at least 85% of the face amount of the Bonds will be spent in paying the cost of the construction of the Project within three (3) years hereof.

9. Debt Redemption; Investments. The Bonds and the interest thereon have been made payable from the Debt Redemption Fund of the District. The moneys appropriated to said Fund are estimated to be at least sufficient to pay the principal of and interest on all such Bonds when due. It is not expected that any such Bonds and interest will be paid from any other fund of the District and there is no other fund or account of cash or securities which the District has set aside and expects to invest or maintain at a yield greater than the yield on the Bonds for the purpose of paying debt service on the Bonds. Any sums from time to time held in said Fund in excess of amounts which, under the applicable federal arbitrage regulations, may be invested

without regard to yield (after taking into account all temporary periods), shall not be invested at a yield in excess of the applicable yield restrictions imposed by the Code and said arbitrage regulations on such investments, based upon their issue price to the public (_____%). The Bonds and the Issuer's General Obligation School Building Bonds, Series 2015A shall be treated as a single issue for purposes of calculation of yield and this number reflects the combined offering price to the public of both issues.

10. Yield Determination; Materially Higher. The District shall, for purposes of determining the yield on the Bonds and yields which are materially higher than such yield, make calculations on the basis of the issue price of the Bonds within the meaning of Section 1273 or 1274 of the Code. A "materially higher" yield is understood to be one-eighth of one percent (0.125%), in most circumstances.

11. Intentional Acts. The District shall not intentionally use any portion of the proceeds of the Bonds directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments except to the extent such investments would not have caused the Bonds to be arbitrage bonds if reasonably expected on the date hereof.

12. Rebate. The District will make such calculations and such rebate payments at such times and in such manner as required to comply with Section 148 of the Code and the applicable Regulations pertaining thereto. In addition, the District has covenanted in the resolution authorizing the Bonds to take all actions necessary to ensure that the interest on the Bonds will not become subject to taxation under the Code and the applicable Treasury

regulations and to comply with such additional legislative and administrative requirements as may be imposed by law.

13. Qualified Issuer. The District has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.

14. No Other Facts. To the best of the knowledge and belief of the undersigned, there are no other facts, estimates or circumstances which would materially change the foregoing facts and conclusions.

15. Familiarity; Conclusion. We are generally familiar with the requirements of the federal arbitrage regulations, and nothing has been called to our attention to cause us to believe that the proceeds of the Bonds will be used in a manner which would cause the Bonds to be arbitrage bonds within the meaning of Section 148 of the Code.

[The remainder of this page intentionally left blank]

WITNESS our hands officially as such officers, this 20th day of July, 2015.

Chair

School District Clerk

[Signature Page for Nonarbitrage Certificate]

CONTINUING DISCLOSURE CERTIFICATE
(Full Disclosure)

This Continuing Disclosure Certificate (the "Disclosure Certificate") is executed and delivered by Independent School District No. 720 (Shakopee), State of Minnesota (the "District"), in connection with the issuance of its General Obligation School Building Bonds, Series 2015B (the "Bonds"). The Bonds are being issued pursuant to a Resolution adopted by the School Board on June 22, 2015 (the "Resolution"). The District has covenanted and obligated itself to be bound by the provisions of Minnesota Statutes, Section 126C.55 (the "State Payment Law" described in the Official Statement for the Bonds) which provides for payment by the State of Minnesota in the event of a potential default of a District obligation. The District covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the District for the benefit of the Bondholders or beneficial owners, if different, and in order to assist the Participating Underwriters in complying with SEC Rule 15c2-12(b)(5). This Disclosure Certificate constitutes the written Undertaking required by the Rule.

SECTION 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the District pursuant to, and as described in Sections 3 and 4 of this Disclosure Certificate.

"Audited Financial Statements" shall mean the financial statements of the District audited annually by an independent certified public accounting firm and prepared in accordance with generally accepted accounting principles or as otherwise required by Minnesota law for the preceding Fiscal Year, including a balance sheet and statement of revenues, expenditures and changes in fund balances.

"Dissemination Agent" shall mean the District, or any successor Dissemination Agent which has been designated in writing by the District and which has filed with the District a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system: www.emma.msrb.org, established by the MSRB and which contains a component that includes a continuing disclosure service for the receipt and public availability of continuing disclosure documents and related information to be submitted by issuers, obligated persons, and their agents pursuant to continuing disclosure undertakings entered into consistent with the Rule.

"Fiscal Year" shall mean the fiscal year of the District.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Certificate.

"MSRB" shall mean the Municipal Securities Rulemaking Board.

"Participating Underwriter" shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with the offering of the Bonds.

"Rule" shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as the same may be amended from time to time, and including written interpretations thereof by the Securities and Exchange Commission.

SECTION 3. Provision of Annual Reports.

(a) The District shall provide, or shall cause the Dissemination Agent to provide, as soon as available, but not later than June 30, 2016, and twelve (12) months after the end of each Fiscal Year during which the Bonds are outstanding, to the MSRB, in an electronic format through the use of EMMA, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. The Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the District may be submitted separately from the balance of the Annual Report and shall be submitted if and when available. If audited financial statements are not available by the date specified above, the District shall submit unaudited financial statements by that date to the MSRB and will submit the audited financial statements as soon as they are available.

(b) If the District is unable to provide to the MSRB an Annual Report by the date required in subsection (a) above, the District shall send a notice to the MSRB.

(c) The Dissemination Agent shall:

(i) determine each year prior to the date for providing the Annual Report the required method of submission to the MSRB and (if the Dissemination Agent is other than the District)

(ii) file a report with the District certifying that the Annual Report has been provided pursuant to this Disclosure Certificate and stating the date it was provided.

SECTION 4. Content of Annual Reports. The District's Annual Report shall contain or incorporate by reference the following:

1. An annual Audited Financial Statement.

2. Updates of the operating and financial data included in the Official Statement under headings substantially similar to the following or containing financial information directly relating to the following: (a) ECONOMIC AND FINANCIAL INFORMATION, (b) SUMMARY OF DEBT AND DEBT STATISTICS and (c) DISTRICT GENERAL INFORMATION.-."Major Employers".

All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues of the District or related public entities, which have been submitted to the MSRB or the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must also be available from the Municipal Securities Rulemaking Board (MSRB). The District shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Significant Events.

(a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events, with respect to the Bonds:

1. Principal and interest payment delinquencies;
2. Non-payment related defaults, if material;
3. Unscheduled draws on debt service reserves reflecting financial difficulties;
4. Unscheduled draws on credit enhancements reflecting financial difficulties;
5. Substitution of credit or liquidity providers, or their failure to perform;
6. Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution, or sale of property securing repayment of the securities, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the obligated person;

13. The consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such action, other than pursuant to its terms, if material;

14. Appointment of a successor or additional trustee or the change of name of a trustee, if material.

(b) Whenever a Listed Event occurs, the District shall in a timely manner not in excess of ten business days after the occurrence of the Listed Event file a notice of such occurrence with the MSRB.

SECTION 6. Termination of Reporting Obligation. The District's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all the Bonds.

SECTION 7. Dissemination Agent. The District may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, including but not limited to its duties under Sections 3 and 5 hereof, and may discharge any such Agent, with or without appointing a successor Dissemination Agent.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the District may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if such amendment or waiver is supported by an opinion of counsel expert in federal securities laws, to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

If this Disclosure Certificate is amended, the District will disclose such amendment, together with a narrative explanation of that amendment, to the MSRB with its annual financial information disclosure.

SECTION 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the District chooses to include any

information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the District shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. Default. In the event of a failure of the District to comply with any provision of this Disclosure Certificate, any Bondholder or beneficial owner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Resolution or with respect to the Bonds, and the sole remedy under this Disclosure Certificate in the event of any failure of the District to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the District agrees, to the extent permitted by law, to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorney fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the District under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

SECTION 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the District, the Dissemination Agent, the Participating Underwriters and Holders from time to time of the Bonds or the beneficial owners, if different, and shall create no rights in any other person or entity.

SECTION 13. Reserved Rights. The District reserves the right to discontinue providing any information required under the Rule if a final determination should be made by a court of competent jurisdiction that the Rule is invalid or otherwise unlawful or to modify the Undertaking under this Disclosure Certificate if the District determines that such modification is required by the Rule, or by a court of competent jurisdiction.

Dated as of this 20th day of July, 2015.

INDEPENDENT SCHOOL DISTRICT NO. 720
SHAKOPEE, MINNESOTA

By: _____
Chair

And: _____
Clerk

[Signature Page for Continuing Disclosure Certificate]

**INFORMATION REPORT FORM
GENERAL OBLIGATION
SCHOOL BUILDING BONDS, SERIES 2015B
INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE)
SCOTT COUNTY, MINNESOTA**

For purposes of completing the information return for tax exempt governmental obligations required under Section 149(e) of the Internal Revenue Code of 1986, as amended, for the above entitled transaction, we hereby certify as follows:

1. Description of Transaction. The final maturity date for this issue is _____. The issue price for this entire issue is \$_____, the stated redemption price at maturity is \$_____, the average weighted maturity is _____ years and the yield is _____. The issue prices specified above are based on the reoffering costs to the public as certified by the Purchaser.

2. The Original Proceeds of the Transaction will be used as follows:

- | | |
|---|----------|
| (a) Proceeds used for accrued interest | \$ _____ |
| (b) Issue price of entire issue | \$ _____ |
| (c) Proceeds used for bond issuance costs
(including underwriter's discount) | \$ _____ |
| (d) Proceeds used for credit enhancement | \$ _____ |
| (e) Proceeds allocated to reasonably required
reserve or replacement fund | \$ _____ |
| (f) Proceeds used to refund prior issues | \$ _____ |
| (g) Total (add lines c, d, e and f) | \$ _____ |
| (h) Nonrefunding proceeds of the issue
(line b minus line g) | \$ _____ |

3. The amount of bonds designated by the Issuer as qualified tax-exempt obligations. \$ _____

4. Written Procedures. Has the District established written procedures to ensure that nonqualified bonds are remediated and to monitor the requirements of Section 148? Yes ___ No ___

5. If some portion of the proceeds was used to reimburse expenditures, check here and enter the amount of reimbursement \$_____ Enter the date the official intent was adopted _____.

ROBERT W. BAIRD & CO.
Municipal Advisors

By: _____
Its: Managing Partner



KNUTSON, FLYNN & DEANS, P.A.

1155 Centre Pointe Drive, Suite 10

Mendota Heights, MN 55120

651.222.2811 fax 651.225.0600

www.kfdmn.com

\$12,130,000*
GENERAL OBLIGATION SCHOOL BUILDING BONDS, SERIES 2015B
INDEPENDENT SCHOOL DISTRICT NO. 720
(SHAKOPEE)
SCOTT COUNTY, MINNESOTA

We have acted as Bond Counsel in connection with the issuance by Independent School District No. 720 (Shakopee), Scott County, Minnesota (the "District"), of its General Obligation School Building Bonds, Series 2015B (the "Bonds"), in the aggregate principal amount of \$12,130,000*, bearing a date of original issue of July 20, 2015. The Bonds are fully registered as to principal and interest and are originally issued using a global book-entry system.

We have not been engaged or undertaken to review the accuracy, completeness, or sufficiency of the Official Statement or other offering material relating to the Bonds (except to the extent, if any, stated in the Official Statement) and we express no opinion relating thereto (excepting only the matters set forth as our opinion in the Official Statement).

We have examined the law and such certified proceedings and other documents as we have deemed necessary to render this opinion. As to questions of fact material to our opinion, we have relied upon the certified proceedings and other affidavits and certificates of public officials furnished to us without undertaking to verify such facts by independent investigation.

Based upon our examination of these materials, assuming the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies and the authenticity of the originals of such documents, and based upon present Minnesota and federal laws, regulations, rulings and decisions, it is our opinion that:

(1) The Bonds are in due form and the proceedings show lawful authority for their issuance according to their terms under the Constitution and laws of the State of Minnesota now in force.

(2) The Bonds are valid and binding general obligations of the District enforceable in accordance with their terms except to the extent to which enforceability thereof may be limited by the exercise of judicial discretion in accordance with general principles of equity, by the constitutional powers of the United States of America and by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted. All of the taxable property in the District is subject to the levy of ad valorem taxes to pay the principal and interest on the Bonds, which taxes are without limitation as to rate or amount.

(3) Interest on the Bonds is not includable in gross income for federal income tax purposes or in taxable net income of individuals, estates or trusts for Minnesota income tax purposes. Interest on the Bonds is includable in taxable income of corporations and financial institutions for purposes of the Minnesota franchise tax measured by income. Interest on the Bonds is not an item of tax preference required to be included in the computation of "alternative minimum taxable income" for purposes of the federal alternative minimum tax applicable to individuals and other taxpayers under Section 55 of the Internal Revenue Code of 1986, as amended, (the "Code") or for purposes of the Minnesota alternative minimum tax applicable to individuals, trusts and estates. Interest on the Bonds is includable in adjusted current earnings of corporations in determining alternative minimum taxable income for purposes of the federal and Minnesota alternative minimum taxes applicable to corporations.

(4) The opinion set forth in Paragraph (3) above is subject to the condition that the District comply with all the requirements of the Code that must be satisfied subsequent to the issuance of the Bonds in order that interest thereon be, or continue to be, excluded from gross income for federal and state income tax purposes. The District has covenanted in the resolution authorizing the issuance of the Bonds to comply with these continuing requirements. Noncompliance with these covenants by the District following the issuance of the Bonds may result in inclusion of interest on the Bonds in federal gross income and Minnesota taxable net income for federal and Minnesota income tax purposes retroactive to the date of issuance of the Bonds. Except as stated in this opinion, we express no opinion regarding federal, state or other tax consequences caused by the receipt or accrual of interest on or arising with respect to ownership of the Bonds.

(5) The Bonds have not been 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.

DATED at Mendota Heights, Minnesota, this 20th day of July, 2015.

KNUTSON, FLYNN & DEANS
Professional Association

2015 Shakopee School Board Committee & Liaison Assignments

COMMITTEE ASSIGNMENTS

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

LIAISON ASSIGNMENTS

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

2015 Shakopee Public Schools Board Meeting Dates

Date	Time	Type of Meeting	Location
January 12, 2015	6:00PM	Organizational & Board Business Meeting	District Office Board Room, 1200 Town Square
January 19, 2015	8:00-3:30PM	Board Retreat	Turtle's Social Centre, 112 Lewis ST S
January 26, 2015	5:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
February 9, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
February 16, 2015	7:30AM-7:00PM	*Districtwide Staff Development Day	*a quorum of the Board may be present at events throughout the day
February 23, 2015	5:00PM	Board Learning Session	District Office Board Room, 1200 Town Square
March 9, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
March 24, 2015	6:00-7:30PM	Referendum Information Session	District Office Welcome Center, 1200 Town Square
April 7, 2015	7:30-9:00AM	Referendum Information Session	District Office Welcome Center, 1200 Town Square
April 13, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
April 27, 2015	5:00PM	Board Learning Session	District Office Board Room, 1200 Town Square
May 5, 2015	7:00AM-8:00PM	Special Election	
May 11, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
June 8, 2015	5:00PM	Board Learning Session	District Office Board Room, 1200 Town Square
June 8, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
June 22, 2015	5:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
July 13, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
August 24, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
September 14, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
October 12, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
November 9, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square
November 23, 2015	5:00PM	Board Learning Session	District Office Board Room, 1200 Town Square
December 14, 2015	6:00PM	Board Business Meeting	District Office Board Room, 1200 Town Square

*Other meetings will be added as determined by the School Board

2015 Shakopee Participatory Planning Meetings

All meetings are scheduled to be held at the District Office, 1200 Town Square



Bond Oversight Committee (BOC)

Meeting Dates Scheduled So Far:

- May 27: 5:00-6:30PM
- June 10: 5:00-6:30PM
- June 24: 5:00-6:30PM
- July 8: 5:00-6:30PM
- July 22: 5:00-6:30PM
- August 5: 5:00-6:30PM
- August 19: 5:00-6:30PM
- September 2: 5:00-6:30PM
- September 16: 5:00-6:30PM
- October 14: 5:00-6:30PM
- October 28: 5:00-6:30PM
- November 11: 5:00-6:30PM

Core Planning

- May 28: 4:00-6:00PM
- June 11: 7:00AM-6:00PM (tour day with wrap-up meeting from 5-6:00PM)
- June 25: 4:00-6:00PM
- July 9: 4:00-6:00PM
- July 23: 4:00-6:00PM
- August 6: 4:00-6:00PM
- August 20: 4:00-6:00PM
- September 3: 4:00-6:00PM (if necessary)
- September 17: 4:00-6:00PM (if necessary)
- October 1: 4:00-6:00PM (if necessary)
- November 19: 4:00-6:00PM (if necessary)

Perform Design Committee

- June 11: 6-7:30PM
- June 23: Tour Date - approx. 7:00AM-5:00PM
- July 9: 6-7:30PM
- July 23: 6-7:30PM
- August 6: 6-7:30PM
- August 20: 6-7:30PM
- September 3: 6-7:30PM (if necessary)

Inside Design Committee

- June 18: 5-6:30PM
- July 8: Tour Date - approx. 7:00AM-5:00PM
- July 16: 5-6:30PM
- July 30: 5-6:30PM
- August 13: 5-6:30PM
- August 27: 5-6:30PM
- September 10: 5-6:30PM (if necessary)

Outside Design Committee

- June 18: 6:30-8:00PM
- July 9: Tour Date - approx. 7:00AM-4:00PM
- July 16: 6:30-8:00PM
- July 30: 6:30-8:00PM
- August 13: 6:30-8:00PM
- August 27: 6:30-8:00PM
- September 10: 6:30-8:00PM (if necessary)