

**CERTIFICATION OF MINUTES
RELATING TO**

**INDEPENDENT SCHOOL DISTRICT NO. 477 (PRINCETON PUBLIC SCHOOLS)
PRINCETON, MINNESOTA**

KIND, DATE, TIME AND PLACE OF MEETING:

A regular meeting held Monday, May 6, 2025, at 6:00 o'clock p.m., in the District Center boardroom.

MEMBERS PRESENT:

MEMBERS ABSENT:

Documents Attached: Extract of Minutes of said meeting.

**RESOLUTION RELATING TO ADOPTION OF A JOINT POWERS
AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A
COOPERATIVE FACILITY AND THE FINANCING THEREOF; APPROVING
PARAMETERS FOR THE AWARD OF A LEASE PURCHASE AGREEMENT
AND THE SALE OF CERTIFICATES OF PARTICIPATION THEREIN**

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 May 2025.

School District Clerk

**EXTRACT OF MINUTES OF A MEETING
OF THE SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 477
(PRINCETON PUBLIC SCHOOLS), MINNESOTA**

HELD: May 6, 2025

Pursuant to due call and notice thereof, a regular scheduled meeting of the School Board of Independent School District No. 477 (Princeton Public Schools), Minnesota, was held on May 6, 2025, at 6:00 o'clock p.m.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO ADOPTION OF A JOINT POWERS AGREEMENT FOR CONSTRUCTION AND MAINTENANCE OF A COOPERATIVE FACILITY AND THE FINANCING THEREOF; APPROVING PARAMETERS FOR THE AWARD OF A LEASE PURCHASE AGREEMENT AND THE SALE OF CERTIFICATES OF PARTICIPATION THEREIN

WHEREAS, pursuant to a Joint Powers Agreement for Rum River Special Education Cooperative dated as of December 1, 2024 (the "JPA"), Independent School District No. 477 (Princeton Public Schools), Minnesota (the "District") is a member of Rum River Special Education Cooperative (the "Cooperative");

WHEREAS, the Governing Board of the Cooperative ("Governing Board"), on behalf of its members, has determined that it is necessary and expedient for the Cooperative to (i) enter into a Ground Lease (the "Ground Lease"), a Lease Purchase Agreement (the "Lease"), an Indenture of Trust (the "Indenture") and other related legal agreements, documents, instruments and certificates as may be necessary or appropriate in connection therewith (collectively, the "Lease Documents"), and (ii) to sell and issue certificates of participation evidencing a proportionate interest of the registered owners thereof in lease payments to be made by the Cooperative pursuant to the Lease (the "Certificates");

WHEREAS, proceeds of the Certificates will be used for the purpose of (i) financing the acquisition, construction, installment and improvement of a new K-12 special education building to be located on a site to be determined by the Cooperative (the "Project") and (ii) financing the costs of the Lease and issuance of the Certificates;

WHEREAS, by adoption of a resolution on March 24, 2025 (the "Governing Board Resolution"), the Governing Board approved (i) parameters for the award of the Lease and the sale of the Certificates, subject to certain contingencies set forth therein, and (ii) a joint powers

agreement for construction and maintenance of the Project (the “Project JPA”) which establishes the framework to finance the acquisition, construction and equipping of the Project by and among the members of the Cooperative;

WHEREAS, in accordance with Minnesota Statutes Section 123B.02, Subd. 3(d), the School Board of the District (“Board”) has been notified by the Governing Board of the contents of the Governing Board Resolution, including the proposed Project JPA which is attached hereto as Exhibit A and incorporated herein;

BE IT RESOLVED by the Board of the District, as follows:

Section 1. Concurrence with Issuance of Certificates and Plan of Finance. The Board hereby finds and declares that is necessary and expedient for the Cooperative to enter into the Lease Documents and to sell and issue the Certificates for purposes of financing the Project and the costs of the Lease and issuance of the Certificates in accordance with the Governing Board Resolution. Such actions by the Governing Board are hereby approved in accordance with the Governing Board Resolution.

In accordance with Minnesota Statutes Section 123B.02, Subd. 3(d), the Board hereby states its concurrence with the lease purchase financing and the issuance of the Certificates (incurrence of debt) by the Cooperative on behalf of the Member Districts.

District administration is hereby authorized and directed to submit, and/or work with the Cooperative to submit, to the Commissioner such documents as may necessary from time to time to obtain lease levy approval for the Project in accordance with Minnesota Statutes, Section 126C.40.

Section 2. Approval of the Project JPA. The Board has reviewed the Project JPA. The Project JPA sets forth the financial impact for each Member District, including the District, and describes how lease payments will be allocated among the Member Districts and any Nonmember Districts. The Board hereby finds that it is necessary and expedient to adopt and enter into the Project JPA, substantially in the form attached hereto as Exhibit A, provided that the Project JPA shall not become effective until the school boards of Independent School District No. 314 (Braham Public Schools), Independent School District No. 473 (Isle Public Schools), Independent School District No. 912 (Milaca Public Schools), Independent School District No. 332 (Mora Public Schools) and Independent School District No. 333 (Ogilvie Public Schools) (each a participating member district, the “Member Districts”) have each, in accordance with Minnesota Statutes, Section 123B.02, Subdivision 3(d), adopted a resolution stating (i) its concurrence with issuing the Certificates and incurrence of debt, (ii) its intention to cease participating in or providing financial support for the service or activity related to the Certificates or other debt or (iii) its intention to terminate participation in the Project JPA.

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

**JOINT POWERS AGREEMENT FOR CONSTRUCTION AND
MAINTENANCE OF COOPERATIVE FACILITIES
RUM RIVER SPECIAL EDUCATION COOPERATIVE**

THIS JOINT POWERS AGREEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF COOPERATIVE FACILITIES (the "Agreement") is entered into as of _____ 1, 2025, between Rum River Special Education Cooperative (the "Cooperative") and the following Minnesota Independent School Districts (collectively, the "Participating Districts"):

Independent School District No. 314 ("Braham Public Schools")
Independent School District No. 473 ("Isle Public Schools")
Independent School District No. 912 ("Milaca Public Schools")
Independent School District No. 332 ("Mora Public Schools")
Independent School District No. 477 ("Princeton Public Schools")
Independent School District No. 333 ("Ogilvie Public Schools")

WHEREAS, the Cooperative provides special education and related services, alternative education programs and other education related programs and services to children enrolled in the Participating Districts [and [ADD NAME OF ANY NON-PARTICIPATING DISTRICT, IF ANY] and, together with the Participating Districts, the "Member Districts")], in addition to other nonmember school districts;

WHEREAS, the Participating Districts are considered governmental units in accordance with Minnesota Statutes § 471.59;

WHEREAS, each Participating District is a member of the Cooperative [(each a "Member District")];

WHEREAS, each [Participating/Member] District has previously entered into a Amended and Restated Joint Powers Agreement dated as of December 1, 2024 (the "Joint Powers Agreement"), which amended and restated the Joint Powers Agreement dated as of July 1, 2019, as previously amended from time to time, and by doing so determined that the required education services, including, but not limited to, special education and alternative education services, can best be delivered through cooperative efforts to children who are enrolled at the [Participating/Member] Districts;

WHEREAS, each [Participating/Member] District has determined that in addition to the terms under the Joint Powers Agreement, which is hereby incorporated into this Agreement as though fully restated herein, the [Participating/Member] Districts have determined construction of a facility for providing special education and alternative education services is necessary for the operation of the Cooperative;

WHEREAS, the Participating Districts as parties hereto desire to cooperatively and jointly exercise their powers to establish a framework to finance the acquisition of real property, and the construction, renovation, betterment and equipping of a new education facility to be located on a site to be determined by the Cooperative (hereinafter the "Project Building") which

shall be used by the Cooperative to provide special education and related services, alternative education programs and other services to the [Participating/Member] Districts, pursuant to the terms and conditions described herein;

WHEREAS, in the event any term(s) is inconsistent or in conflict with a term in the Joint Powers Agreement, this Agreement shall control and govern the construction, maintenance, and operation of the Project Building, including the distribution of assets thereof;

WHEREAS, Minn. Stat. § 471.59 authorizes the Participating Districts to cooperatively exercise any power common to the contracting parties; and

WHEREAS, the [Participating/Member] Districts' Joint Powers Board ("Governing Board") established by the Joint Powers Agreement shall govern the activities and implement the purposes herein stated.

NOW, THEREFORE, in consideration of the mutual promises, covenants and consideration herein contained, the Participating Districts agree as follows:

ARTICLE I AUTHORITY; PURPOSE; DUTIES

Section 1. Authority. This Agreement is entered into by the Participating Districts pursuant to Minnesota Statutes, Section 471.59.

Section 2. Purpose. The purpose of the agreement is to provide a framework to finance the acquisition of the Project Building to be used and operated by the Cooperative to provide educational services to students of the [Participating/Member] Districts, and any students from school districts that are not currently members of the Cooperative ("Nonmember Districts"), served by the Cooperative.

Section 3. Cooperative Role and Duties. The Cooperative shall have the ultimate responsibility for the planning, financing, development, design, construction, equipping, staffing, scheduling, operation, management, control, administration, and promotion of the Project Building.

Section 4. Participating District Role and Duties. The Participating Districts shall take such steps as they may deem appropriate to ensure that enough pupils from the [Participating/Member] Districts and/or Nonmember Districts will be enrolled in the programs in the Project Building to allow for reasonable operation of the Project Building.

ARTICLE II GOVERNING BOARD

Section 1. Creation; Powers. The Cooperative was created pursuant to the Joint Powers Agreement, in accordance with Minnesota Statutes section 471.59, as may be amended and supplemented from time to time.

The control and management of the Cooperative is vested in a Governing Board established pursuant to Minnesota Statutes, Section 471.59 and Article I of the Joint Powers Agreement (the "Governing Board"). The Governing Board has the authority to function as an entity separate and apart from any of the [Participating/Member] Districts in accordance with the Joint Powers Agreement. The Governing Board shall have such additional powers as specified in this Agreement, the Joint Powers Agreement and Minnesota Statutes, Section 471.59.

ARTICLE III FINANCES

Section 1. Lease Purchase Financing; Lease Levy; Operating Costs; Continuing Capital Costs.

Subdivision 1. Rights to Subordinate to Lease Agreement. It is mutually agreed and understood that the acquisition and betterment of the Project Building is contemplated to be completed pursuant to a lease-purchase agreement (the "Lease Agreement") and sale of certificates of participation therein (the "Certificates of Participation"). The Lease and related Certificates of Participation shall be considered debt under Minnesota Statutes Section 123B.02, Subdivision 3. The Governing Board is authorized to execute and comply with a ground lease and a Lease Agreement and with such other documents as may be necessary in connection with the sale of the Certificates of Participation to accomplish the acquisition and betterment of the Project Building. The rights of the Participating Districts shall be subject to and subordinate to the rights of the lessor or its successor under those financing documents.

Subdivision 2. Lease Levy. It is mutually agreed and understood that Participating Districts will utilize and obtain lease levy approval for the Project Building in accordance with Minnesota Statutes, Section 126C.40 (the "Lease Levy"). The Lease Levy authorized for the lease of the Project Building pursuant to Minnesota Statutes, Section 126C.40 and the Lease Agreement shall be divided among the Participating Districts, and any other [Member District or] Nonmember Districts, in the manner provided in the Lease Payment Allocation Formula specified in EXHIBIT A attached hereto and incorporated herein by reference (the "Lease Payment Allocation Formula"). Any lease payments to be made pursuant to the Lease Agreement which are not eligible for the Lease Levy shall also be apportioned to the Participating Districts, and any other [Member District or] Nonmember Districts, pursuant to the Lease Payment Allocation Formula. Prior to September 15 of each year, the Cooperative shall give written notice to each Participating District, and any other [Member District or] Nonmember Districts, of the amount of the Lease Levy, calculated based on the Lease Payment Allocation Formula, to be certified by that Participating District, and any other [Member District or] Nonmember Districts, under this subdivision in that year and any additional amount apportioned to that Participating District, and any other [Member District or] Nonmember Districts, which is not eligible to be paid by the Lease Levy. Any amounts treated as lease or rental payments under the Lease Agreement or the related financing documents shall be treated as additional rent, and shall be included as a part of the Lease Levy or additional apportionment under this subdivision. This subdivision may be amended by

resolutions adopted by the school boards of the Participating Districts if the amendment does not violate the provisions of any of the documents executed to provide the financing for the Project Building. Unless this Agreement is amended to the contrary, at the expiration of the Lease Agreement and after the repayment of the financing, the title to the real and personal property financed shall vest in the Cooperative and the Project Building, including the real property which it is constructed upon, will be an asset held by the Cooperative.

Notwithstanding the foregoing, each Participating District shall be apportioned the cost of the Project Building and shall have the discretion to fund and finance their apportioned cost. It is presumed, but not required, that each Participating District will use the Lease Levy to finance the cost of the Project Building through lease payments as described above.

Subdivision 3. Operating Costs; Continuing Capital Costs. The Participating Districts may be apportioned operating costs and continuing capital costs for the Project Building pursuant to the Lease Payment Allocation Formula.

ARTICLE IV INSURANCE

Section 1. Property Insurance. The Cooperative will maintain at its expense property insurance on the Project Building and its personal and such other casualty or other insurance, which will be an operating cost under Article III of this Agreement, as may be required under the Lease Agreement and any documents related thereto.

Section 2. Liability Insurance. The Cooperative will maintain liability insurance in not less than the statutory maximum liabilities for school districts, and such other liability or other insurance as may be required under the Lease Agreement and any documents related thereto.

Section 3. Liability Generally. No Participating District shall be liable for the acts or omissions of the Cooperative and the Cooperative shall not be liable for the acts or omissions of a Participating District. Except as provided herein, no Participating District shall be liable for the acts or omissions of another Participating District. The liability and monetary limits of liability of the Cooperative, the Participating Districts, their officers, employees, representatives, and agents shall be governed by the Municipal Tort Claims Act and other applicable law.

ARTICLE V FACILITIES EQUIPMENT AND SUPPLIES; CONTRACTS AND BIDDING; PURCHASES

Section 1. Contracts, Bidding. Contracts for the acquisition and betterment of the Project Building, and leases, purchases, rentals, and sales of equipment and supplies for the Project Building shall be made by the Cooperative in accordance with state law.

ARTICLE VI

NOTICES, WITHDRAWAL, ADDITION, DISSOLUTION, TERMINATION, BREACH; AMENDMENTS

Section 1. Notices. All notices required or permitted to be given by a Participating District shall be given by the clerk or chair of each school board. The notice shall be in writing and shall be sent by first class mail to the Cooperative administrative offices. A notice shall be timely if postmarked on the day it is due. In the case of a notice requiring school board action, a certified copy of the resolution, motion or minutes of the school board specifying the board action shall accompany the notice.

Section 2. Withdrawal of Participating Districts.

Subdivision 1. Procedure. A Participating District may only withdraw from this Agreement if it also withdraws as a Member District of the Cooperative in the manner provided in the Cooperative's Joint Powers Agreement. Subject to the remaining provision of this Section, a Participating District may withdraw from this Agreement at the end of any fiscal year by resolution adopted by the majority vote of its school board and by formal written notice to the Executive Director of the Cooperative no less than one (1) year prior to the effective date of withdrawal and no later than June 30th of the prior fiscal year. The notice shall include a certified copy of the school board's withdrawal resolution. A withdrawal from this Agreement shall only be permitted as specified in this section.

A Participating District that is dissolved and attached to another school district or that is consolidated with another school district must withdraw according to the procedures outlined herein unless the Participating District's interest and obligations under this Agreement and the Joint Powers Agreement are transferred to the school district to which the Participating Independent District is attached or consolidated.

Subdivision 2. Withdrawal During Lease Term (Including Construction). If a Participating District withdraws or dissolves during the Lease Term, it remains obligated to make the required lease payments under Article III until the Lease Term has ended and shall pay the remaining portion of its share of the total unpaid amount with payments due at the same time and frequency as the remaining Participating Districts until the Lease Term has ended.

Section 3. Distribution to Withdrawing Participating District. There shall be no distribution of assets related to the existing Project Building or any other asset financed pursuant to this Agreement upon a withdrawal by a Participating District. The withdrawing Participating District forfeits all rights and interest to the Project Building and other assets financed pursuant to this Agreement, the Lease Agreement and related documents until such time as the obligations under the Lease Agreement are fully paid. Thereafter, when and if the Cooperative receives proceeds from the sale or condemnation of the Project Building, or insurance proceeds from the total destruction of the Project Building, the calculation of the amount to be distributed at that time to the withdrawn Participating District (and the remaining Participating Districts) shall be made as provided in the Section 5. Unless otherwise agreed in writing by all the Participating

Districts, the provisions of this subdivision shall survive the expiration or termination of this Agreement.

Section 4. Addition of Participating Districts. Any school district wishing to participate in the Cooperative which was not a signatory to the Joint Powers Agreement may apply to join pursuant to the terms of the Joint Powers Agreement. A new Member District's financial obligation for the Project Building shall be determined by the Governing Board of the Cooperative.

Section 5. Dissolution of the Cooperative. The Participating Districts recognize that the Project Building will be paid for by the Participating Districts through levies or other funding sources. If the Cooperative were to dissolve prior to the completion of the Project Building or prior to the lease being paid off under the Lease Agreement, each Participating District would remain liable for its portion of the remaining costs as provided in the Lease Payment Allocation Formula until such time as the obligations under the Lease Agreement have been fully paid.

If the obligations under the Lease Agreement have been fully paid and title to the Project Building has vested in the Cooperative, and the Cooperative is thereafter dissolved, the Project Building (and assets and liabilities thereof) shall be divided among the Participating Districts based on the ratio of the amounts paid by each Participating District to finance the acquisition of and betterment of the Project Building (in accordance with the Lease Payment Allocation Formula) to the total aggregate amounts paid by all Participating Districts during the entire term of the Lease Agreement for that purpose.

Section 6. Determination of Ownership. Ownership of the Project Building shall be divided among the Participating Districts based on the ratio of the amounts paid by each Participating District to finance the acquisition of and betterment of the Project Building (in accordance with the Lease Payment Allocation Formula) to the total aggregate amount paid by all Participating Districts during the entire term of the Lease Agreement for that purpose.

If the obligations under the Lease Agreement have been fully paid and the Project Building is sold, the proceeds from the sale of the Project Building, shall be divided among the Participating Districts based on the ratio of the amounts paid by each Participating District to finance the acquisition of and betterment of the Project Building (in accordance with the Lease Payment Allocation Formula) to the total aggregate amount paid by all Participating Districts during the entire term of the Lease Agreement for that purpose.

Section 7. Survival of Provisions. Unless otherwise agreed in writing by all Participating Districts, the provisions of this Article VI shall survive the withdrawal of any Participating District from or the expiration or termination of this Agreement.

Section 8. Breach of Agreement. Any Participating District breaching this Agreement and given written notice of the breach and nature thereof, shall have thirty (30) days in which to cure the breach. The breaching Participating District shall be liable for any expenses incurred by any other Participating District to enforce the provisions of this Agreement and any damages incurred by other Participating Districts as a result of the breach. In the event the breach involves failure by a Participating District to pay any amount required under this Agreement and/or Lease

Payment Allocation Formula, the remaining Participating Districts shall meet as soon as reasonably practicable to address any potential shortfall in the ability to make payments required under this Agreement and the Lease Agreement. The unpaid apportioned share of the breaching party Participating District shall be paid by the non-breaching Participating Districts and shall be apportioned in the same manner described in Article III above. The payment of the breaching Participating District's apportioned share by the non-breaching Participating Districts shall not relieve the breaching Participating District from liability of payment of the unpaid share or from any damages incurred by the non-breaching Participating Districts as a result of a breach. The non-breaching Participating Districts shall be entitled to recover attorney fees, costs and expenses from the breaching Participating District that are incurred as a result of a breach.

Section 9. Termination of Agreement. After the repayment in full of any obligations issued to finance, or to refund the financing of, the acquisition or betterment of the Project Building, this Agreement may be terminated (except as provided in Section 7 of this Article VI) if the school boards of all Participating Districts adopt written resolutions approving such termination. Upon termination, all funds and property remaining after payment of all outstanding debts and obligations, including the Project Building site, the Project Building, and equipment of any nature, shall become the property of the Cooperative. To the extent permitted by law, the termination shall not affect the continuing liability of present or former Participating Districts for indebtedness incurred under this Agreement prior to the termination, or for other continuing obligations, including unemployment compensation or its proportionate share of continuing lease costs.

Section 10. Amendments to this Agreement. Amendments to this Agreement may be proposed by the school board of any Participating District or by the Governing Board. Notice of proposed amendments must be sent to each of the Participating Districts and adoption of an amendment must be approved by resolution of each Participating District's school board and the Governing Board before it becomes effective.

ARTICLE VII GENERAL PROVISIONS

Section 1. Duration. This Agreement shall be perpetual in duration unless terminated pursuant to the procedure outlined in this Agreement, or any Amendments hereto, or by operation of law.

Section 2. Captions. The captions of the provisions of this Agreement are for convenience only and shall not be considered or referred to questions of construction or interpretation.

Section 3. Survival. Should any provision or article of this Agreement be found unlawful, the other provisions of this Agreement shall remain in full force and effect if by doing so the purposes of this Agreement, taken as a whole, can be made operative. Should any such provision or article be found unlawful, representatives of the school boards of the Participating Districts shall meet for the purpose of arriving at an agreement on a lawful provision to replace the unlawful provision or article. The newly agreed upon provision or amendment must be

approved by the school boards of the Participating Districts by resolutions adopted in the manner specified in Article VI, Section 10 hereof for the adoption of amendments.

Section 4. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute the same and whole instrument.

Section 5. Governing Law. This Agreement shall be governed according to the laws of the state of Minnesota.

IN WITNESS WHEREOF, this Agreement is entered into by the Governing Board and by action of the school board of each Participating District, and in attestation thereof, this instrument is signed in their respective names under the direction of their school boards by their respective clerks by Braham Public Schools, Isle Public Schools, Milaca Public Schools, Mora Public Schools and Princeton Public Schools.

**INDEPENDENT SCHOOL DISTRICT NO. 314
(BRAHAM PUBLIC SCHOOLS), MINNESOTA**

Approved at the regular meeting of the School Board thereof held on the ___ day of _____, 2025

Chair

Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 473
(ISLE PUBLIC SCHOOLS), MINNESOTA**

Approved at the regular meeting of the School Board thereof held on the ___ day of _____, 2025

Chair

Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 912
(MILACA PUBLIC SCHOOLS), MINNESOTA**

Approved at the regular meeting of the School Board thereof held on the ___ day of _____, 2025

Chair

Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 332
(MORA PUBLIC SCHOOLS), MINNESOTA**

Approved at the regular meeting of the
School Board thereof held on the ___ day
of _____, 2025

Chair

Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 477
(PRINCETON PUBLIC SCHOOLS), MINNESOTA**

Approved at the regular meeting of the
School Board thereof held on the ___ day
of _____, 2025

Chair

Clerk

**INDEPENDENT SCHOOL DISTRICT NO. 333
(OGILVIE PUBLIC SCHOOLS),
MINNESOTA**

Approved at the regular meeting of the
School Board thereof held on the ___ day
of _____, 2025

Chair

Clerk

**RUM RIVER SPECIAL EDUCATION
COOPERATIVE**

Approved at the regular meeting of the
Governing Board thereof held on the ___
day of _____, 2025

Chair

Clerk

ACKNOWLEDGEMENT [*DELET IF ALL MEMBER DISTRICTS ARE PARTICIPATING]

This Agreement is hereby acknowledged by Independent School District No. [____ (____ Public Schools)] (“_____”) and in accordance with Minnesota Statutes Section 123B.02, Subdivision 3(d), the school board of [_____] adopted a resolution on _____, 2025 stating its intention to terminate participation in this Agreement and not be liable for the debt (i.e. the obligations created under the Lease Agreement in connection with the financing of the Project Building) proposed by the Cooperative.

**INDEPENDENT SCHOOL DISTRICT NO. ____
(____ PUBLIC SCHOOLS), MINNESOTA**

Approved at the regular meeting of the School Board thereof held on the ____ day of _____, 2025

Chair

Clerk

EXHIBIT A

Lease Payment Allocation Formula

The Cooperative will assess and allocate each Participating District's[, Member District's] and Non-Member District's, as applicable, share of lease payments (expense) with respect to the Project Building according to the following formula (and order of priority):

1. Nonmember District's pay for the lease payments based on their percentage of total membership days* over the prior fiscal year (the "Nonmember Share of Rental Payments") amongst all Cooperative programming.
2. Member Districts take the amount that is left over after subtracting the Nonmember Share of Rental Payments and pay the next \$100,000 of lease expense based on their percentage of Child Count, determined by the Minnesota Department of Education on December 1 of each year.
3. The remaining amount is then allocated amongst Member Districts based on the percentage of membership days* over the previous fiscal year at the programs offered amongst all Cooperative programming.

*The total membership days (days of attendance) for all students at all programs are determined at year end.