

SCHOOL BOARD MEETING

Minnetonka I.S.D. #276
5621 County Road 101
Minnetonka, Minnesota

www.minnetonkaschools.org

February 9, 2023

The mission of the Minnetonka School District, a community that transcends traditional definitions of excellence and where dreams set sail, is to ensure all students envision and pursue their highest aspirations while serving the greater good, through teaching and learning which

- *Value and nurture each individual,*
- *Inspire in everyone a passion to excel with confidence and hope, and*
- *Instill expectations that stimulate extraordinary achievement in the classroom and in life.*

(All times are approximate)

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|------|-------|---|
| 6:30 | | Recognitions: Minnetonka Theatre Spotlight Award Honorees, MHS Honored Artists, Debate State Qualifiers, DECA State Qualifiers |
| 7:00 | I. | Call of Regular Meeting to Order |
| | II. | Pledge to the Flag |
| | III. | Adoption of the Agenda |
| 7:00 | IV. | School Report: Scenic Heights |
| 7:15 | V. | Community Comments
Community Comments is an opportunity for the public to address the School Board on an item included in this agenda in accordance with the guidelines printed on the reverse. |
| 7:20 | VI. | Approval of Apple Laptop Lease Purchase Agreement |
| 7:25 | VII. | Approval of Self Insurance Fund Third Party Administrator |
| 7:30 | VIII. | Approval of Bid for Groveland Running Track Repaving |
| 7:35 | IX. | Approval of Bid for MMW Parking Lot, Bus Corral and Driveway Reconfiguration |
| 7:40 | X. | CONSENT AGENDA <ul style="list-style-type: none">a. Minutes of January 12, 2023 Regular Meetingb. Study Session Summary of January 26, 2023c. Payment of Billsd. Recommended Personnel Itemse. Gifts and Donationsf. Electronic Fund Transfers |

g. American Indian Parent Committee Resolution

- 7:40 XI. Board Reports
- 7:45 XII. Superintendent's Report
- 7:50 XIII. Announcements
- 7:55 XIV. Adjournment

GUIDELINES FOR COMMUNITY COMMENTS

Welcome to the Minnetonka Schools Board Meeting! In the interest of open communications, the Minnetonka School District wishes to provide an opportunity for the public to address the School Board. That opportunity is provided at every regular School Board meeting during *Community Comments*.

1. Anyone indicating a desire to speak to an item included in this agenda—except for information that personally identifies or violates the privacy rights of employees or students—during *Community Comments* will be acknowledged by the Board Chair. When called upon to speak, please state your name, address and topic. All remarks shall be addressed to the Board as a whole, not to any specific member(s) or to any person who is not a member of the Board.
2. If there are a number of individuals present to speak on the same topic, please designate a spokesperson that can summarize the issue.
3. Please limit your comments to three minutes. Longer time may be granted at the discretion of the Board Chair. If you have written comments, the Board would like to have a copy, which will help them better understand, investigate and respond to your concern.
4. During *Community Comments* the Board and administration listen to comments. Board members or the Superintendent may ask questions of you in order to gain a thorough understanding of your concern, suggestion or request. If there is any follow-up to your comment or suggestion, you will be contacted by a member of the Board or administration.
5. Please be aware that disrespectful comments or comments of a personal nature, directed at an individual either by name or inference, will not be allowed. Personnel concerns should be directed first to a principal, then to the Executive Director of Human Resources, then to the Superintendent and finally in writing to the Board.

*School Board meetings are rebroadcast via a local cable provider.
Please visit the "District/Leadership/School Board" page on our website for a current schedule.*

REPORT

**School Board
Minnetonka I.S.D. #276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item IV.

Title: School Report: Scenic Heights

Date: February 9, 2023

EXECUTIVE SUMMARY:

Principal Joe Wacker and Assistant Principal Nicole Snedden will spotlight the Chinese Immersion program at Scenic Heights, with a focus on when and what interventions are implemented when students are below proficiency.

Submitted by: _____



David Law, Superintendent

**School Board
Minnetonka I.S.D #276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item VI.

Title: Approval of Apple MacBook Lease Purchase Agreement February 9, 2023

EXECUTIVE SUMMARY

On May 31, 2018, the School Board approved a Master Lease Purchase Agreement with Apple, Inc. for the three-year lease purchase of iPads. The Master Lease Purchase Agreement was set up so that subsequent lease purchase agreements for iPads or other Apple products could be added to the Master Lease Purchase Agreement as a new schedule of documents.

The District set up this rolling 3-year rotation so that all iPads could be replaced on a three-year rotation. This ensures that all iPads are updated at the same time from the same Apple production runs so that they all function the same internally. This process ensures that a software solution to run on one iPad will then run on all the iPads from that same production run. It also ensures that the computing power of the iPads are improved every three years so that they have the capability of running the most recent versions of the instructional software of the District.

The same rationale and economics applies to the Apple MacBook laptops that are used by the staff at Minnetonka High School.

At this time, the District is proposing to lease purchase 210 Apple MacBook Air laptops and operating system support on the same three-year lease purchase rotation. The lease cost of the MacBooks will be \$234,048.27 or \$1,114.52 per unit to be paid over three years. Given the current interest rate environment, Apple is offering these units to the District at a total all-in rate equivalent to 1.773% interest.

Three payments will be made from the Capital Projects Fund as follows:

07/10/2023	\$78,016.09
07/10/2024	\$78,016.09
07/10/2025	\$78,016.09

Later this fall after they have been collected and catalogued, the District will be selling approximately 200 “retiring” MacBooks in a reverse auction to bring in revenue to partially offset a significant amount of the purchase price of the new tranche of MacBooks. A query of vendors have indicated that each laptop being sold will generate revenue in the range of \$500-\$510. Any sale proceeds will be deposited back into the Capital Projects Fund.

ATTACHMENTS:

Master Lease Purchase Agreement
Exhibit 1 Equipment Information
Exhibits A-G

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board of Minnetonka Independent School District 276 approve the lease purchase of 210 MacBook Air laptops and operating system support in the amount of \$234,048.27, and approve the Master Lease Purchase Agreement, Exhibit 1, and Exhibits A-G and authorize Administration to execute the necessary lease-purchase contract documents to complete the acquisition in time for deployment of the equipment for the start of the Fiscal Year 2024 School Year on September 5, 2023.

RECOMMENDED MOTION

BE IT RESOLVED, that the School Board of Minnetonka Independent School District 276 does hereby approve the lease purchase of 210 Apple MacBook Air laptops and operating system support in the amount of \$234,048.27, and,

BE IT FURTHER RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby approve the Master Lease Purchase Agreement, Exhibit 1, and Exhibits A-G and authorizes Administration to execute the necessary lease-purchase contract documents to complete the acquisition of the MacBook Air laptops and operating system support in time for deployment of the equipment for the start of the Fiscal Year 2024 School Year on September 5, 2023.

Submitted by: _____



Paul Bourgeois, Executive Director of Finance & Operations

Submitted by: _____



Michael Dronen, Executive Director of Technology

Concurrence: _____



David Law, Superintendent



Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of July 1, 2018 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Independent School District No. 278 ("Lessee").

1. MASTER LEASE; SCHEDULES. Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."

2. INVOICE PAYMENT OR REIMBURSEMENT. With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.

3. ESCROW AGREEMENT. Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.

4. DELIVERY AND ACCEPTANCE OF EQUIPMENT. Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.

5. LEASE PAYMENTS. Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive

endorsements on checks sent by Lessee will not reduce Lessee's obligations to Lessor. Unless a proper exemption certificate is provided, applicable sales and use taxes may be paid by Lessee from funds advanced to Lessee by Lessor for such purpose in connection with the execution and delivery of the related Lease or may be paid by Lessee pursuant to Section 4 hereof. **Lessor and Lessee understand and intend that the obligation of Lessee to pay Lease Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness or debt by Lessee, nor shall anything contained in this Master Lease or in any Lease constitute a pledge of the general tax revenues, funds or monies of Lessee.**

6. NON-APPROPRIATION OF FUNDS. Lessee is obligated to pay Lease Payments under each Lease for each fiscal period as may lawfully be made from funds budgeted and appropriated for that purpose for such fiscal period. Lessee currently intends to remit and reasonably believes that funds in an amount sufficient to remit all Lease Payments and other payments under each Lease can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment under such Lease and the performance of its essential function during the scheduled "Lease Term" as reflected in each Lease. Lessee currently intends to do all things lawfully within its power to obtain and maintain funds from which the Lease Payments under each Lease may be made, including making provision for such payments to the extent necessary in each budget or appropriation request adopted in accordance with applicable provisions of law. Notwithstanding the foregoing, Lessor acknowledges that the decision whether or not to budget and appropriate funds or to extend the term of a Lease for any period beyond the original or any additional fiscal period is within the discretion of the governing body of Lessee. In the event that Lessee's governing body fails or is unwilling to budget, appropriate or otherwise make available funds for the payment of Lease Payments and other payments, if any, under a Lease following the then current fiscal period (an "Event of Non-appropriation"), Lessee shall have the right to terminate such Lease on the last day of the fiscal period for which sufficient appropriations were made without penalty or expense, except as to the portion of any Lease Payment for which funds shall have been appropriated and budgeted, in which event Lessee shall return the Equipment subject to such Lease in accordance with Section 19 of this Master Lease. Lessee agrees to deliver notice to Lessor of such Event of Non-appropriation with respect to a Lease and termination at least thirty (30) days prior to the end of the then current fiscal period, but failure to give such notice shall not extend the term of the affected Lease beyond such then current fiscal period.

7. UNCONDITIONAL OBLIGATION. UPON THE COMMENCEMENT DATE OF A LEASE PURSUANT TO SECTION 5 OF THIS MASTER LEASE, AND EXCEPT AS PROVIDED IN SECTION 6, "NON-APPROPRIATION OF FUNDS," THE OBLIGATIONS OF LESSEE TO MAKE LEASE PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS AND AGREEMENTS CONTAINED IN EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF OR DEFENSE, FOR ANY REASON INCLUDING, WITHOUT LIMITATION, ANY FAILURE OF THE EQUIPMENT TO BE DELIVERED OR INSTALLED, ANY DISPUTES WITH LESSOR OR ANY VENDOR OF ANY EQUIPMENT, DEFECTS, MALFUNCTIONS OR BREAKDOWNS IN THE EQUIPMENT, ANY ACCIDENT, CONDEMNATION, DAMAGE, DESTRUCTION, OR UNFORESEEN CIRCUMSTANCE, OR ANY TEMPORARY OR PERMANENT LOSS OF ITS USE.

8. DISCLAIMER OF WARRANTIES. THE SOLE WARRANTY FOR THE EQUIPMENT IS THE APPLICABLE PRODUCT WARRANTY (DEFINED BELOW). LESSOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, INCLUDING WITHOUT LIMITATION, AS TO THE EQUIPMENT'S MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SUITABILITY, DESIGN, CONDITION, DURABILITY, OPERATION, QUALITY OF MATERIALS OR WORKMANSHIP, NON-INFRINGEMENT, OR COMPLIANCE WITH SPECIFICATIONS OR APPLICABLE LAW, OR THAT THE OPERATION OR USE OF THE EQUIPMENT WILL BE UNINTERRUPTED, SECURE OR FREE OF ERRORS, DEFECTS, VIRUSES, MALFUNCTIONS, AND LESSEE, AS OF THE DATE OF LESSEE'S ACCEPTANCE AS SET FORTH IN SECTION 4, ACCEPTS SUCH EQUIPMENT AS IS AND WITH ALL FAULTS. LESSEE ACKNOWLEDGES THAT LESSEE HAS SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. Lessee acknowledges that the Equipment was manufactured and/or assembled, or in the case of software was developed and licensed, by the applicable Vendor and that any warranty rights with respect to such Equipment shall be provided by the applicable Vendor (the "Product Warranty"). Lessee agrees to settle any dispute it may have regarding performance of the Equipment directly with the applicable Vendor and not to make any claim against the Lease Payments due Lessor or any Assignee (as hereinafter defined). Lessee agrees to continue to pay Lessor, or such Assignee (as applicable), all Lease Payments and other payments without abatement or set off for any dispute with a Vendor regarding the Equipment. Nothing in this Master Lease or in any Lease shall relieve Apple Inc. of its obligations under the Product Warranty offered by Apple Inc. for applicable Apple-branded Equipment. Lessee acknowledges and agrees that the Product Warranty is a separate agreement between Lessee and the applicable Vendor and that such Product Warranty is not a part of this Master Lease or any Lease.

9. TITLE AND SECURITY INTEREST. Unless otherwise required by the laws of the state where Lessee is located, during each Lease Term, title to the Equipment shall be vested in Lessee, subject to the rights of Lessor under such Lease. In the event Lessor terminates a Lease pursuant to Section 17 of this Master Lease or an Event of Non-Appropriation occurs under a Lease, title to the related Equipment shall immediately vest in Lessor free and clear of any rights, title or interests of Lessee. Lessee, at its expense, shall protect and defend Lessee's title to the Equipment and Lessor's rights and interests therein and keep the Equipment free and clear from any and all claims, liens, encumbrances and legal processes of Lessee's creditors and other persons.

To secure the payment of all of Lessee's obligations under each Lease, Lessee hereby grants to Lessor a first priority purchase money security interest in the Equipment subject to each such Lease, anything attached or added to the Equipment by Lessee at

any time, Lessee's rights under each agreement for the licensing of software to the extent that a security interest therein may be granted without violating the terms of such agreement, and on all proceeds, including proceeds from any insurance claims for loss or damage, from such Equipment. Lessee authorizes Lessor to file a financing statement perfecting Lessor's security interest under the laws of Lessee's state. Lessee agrees to promptly execute such additional documents, in a form satisfactory to Lessor, which Lessor deems necessary or appropriate to establish and maintain its security interest in the Equipment. The Equipment is and will remain personal property and will not be deemed to be affixed to or a part of the real estate on which it may be situated. If applicable, as further security therefor, Lessee hereby grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each Escrow Account and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party under the applicable Uniform Commercial Code.

10. USE, MAINTENANCE AND REPAIR. Upon installation, no item of Equipment will be moved from the location specified for it in the related Lease (the "Equipment Location") without Lessor's prior consent, which consent will not be unreasonably withheld, except that any items of Equipment that are intended by design to be a mobile piece of technology (i.e. laptop computers) may be moved within the continental U.S. without consent. Lessor shall have the right at all reasonable times during regular business hours, subject to compliance with Lessee's customary security procedures, to enter into and upon the property of Lessee for the purpose of inspecting the Equipment. In order to facilitate the use of the Equipment by students and/or Lessee's employees ("Authorized Users") while on premises other than those belonging to Lessee, Lessee acknowledges and agrees that: (a) Lessee shall use due care to ensure that the Equipment is not (i) used in violation of any applicable law, in a manner contrary to that contemplated by the related Lease, or for private business purposes, or (ii) used by anyone other than Authorized Users; and (b) Lessee (and not Authorized Users) shall be solely responsible for (i) maintaining insurance in accordance with the terms of the related Lease, (ii) payment of any applicable sales, property and other taxes on the Equipment, and (iii) return of the Equipment under a Lease to Lessor upon the occurrence of an Event of Default or Event of Non-appropriation thereunder. Lessee agrees that it will use the Equipment under each Lease in the manner for which it was intended, as required by all applicable manuals and instructions and as required to keep the Equipment eligible for any manufacturer's certification and/or standard, full service maintenance contract. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment under each Lease in good repair, condition and working order, ordinary wear and tear excepted. All replacement parts and repairs shall be governed by the terms of the related Lease. Lessee will not make any permanent alterations to the Equipment that will result in a decrease in the market value of the Equipment.

11. LIENS; TAXES. LESSEE WILL NOT SELL, TRANSFER, ASSIGN, PLEDGE, SUB-LEASE OR PART WITH POSSESSION OF THE EQUIPMENT, OR FILE OR PERMIT A LIEN TO BE FILED AGAINST THE EQUIPMENT, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED UNDER THIS MASTER LEASE AND THE RELATED LEASE. The parties to this Master Lease intend that the Equipment will be used for governmental or proprietary purposes of Lessee and that the Equipment will be exempt from all property taxes. Lessee shall timely pay all assessments, license and filing fees, taxes (including sales, use, excise, personal property, ad valorem, stamp, documentary and other taxes) and all other governmental charges, fees, fines or penalties whatsoever, whether payable by Lessor or Lessee, now or hereafter imposed by any governmental body or agency on or relating to the Equipment or the Lease Payments or the use, registration, rental, shipment, transportation, delivery, ownership or operation of the Equipment and on or relating to this Master Lease or any Lease; *provided, however*, that the foregoing shall not include any federal, state or local income or franchise taxes of Lessor.

12. LIMITATION OF LIABILITY. NOTWITHSTANDING ANYTHING TO THE CONTRARY, LESSOR, SHALL NOT BE LIABLE FOR ANY DIRECT DAMAGES OF LESSEE RESULTING FROM, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER ARISING IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY. FURTHER, NOTWITHSTANDING ANYTHING TO THE CONTRARY, with respect to each Lease, Lessee agrees that (a) Lessor shall have no liability, cost or expense with respect to transportation, installation, selection, purchase, lease, ownership, possession, modification, maintenance, condition, operation, use, return or disposition of the Equipment, and (b) Lessor shall have no responsibility in connection with the selection of the Equipment, the ordering of the Equipment, its suitability for the use intended by Lessee, Lessee's compliance or non-compliance with competitive pricing and/or bidding requirements, the acceptance by the Vendor of the order submitted, if applicable, or any delay or failure by the Vendor or its sales representative to deliver, install, or maintain the Equipment for Lessee's use. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES IN CONNECTION WITH OR ARISING OUT OF ANY LEASE OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OF ANY ITEM OF EQUIPMENT PROVIDED FOR IN ANY LEASE, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, REGARDLESS OF THE THEORY OF LIABILITY AND REGARDLESS OF WHETHER LESSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES AGREE THAT THE PROVISIONS IN THIS MASTER LEASE FAIRLY ALLOCATE THE RISKS BETWEEN THE PARTIES WITHOUT WHICH THEY WOULD NOT HAVE ENTERED INTO THIS MASTER LEASE.

13. IDENTIFICATION. Lessor shall be entitled to insert missing or correct information on the related Lease, including, without limitation, Lessee's official name, serial numbers and any other information describing the Equipment under such Lease; provided that Lessor forwards copies of such changes to Lessee.

14. LOSS OR DAMAGE. Lessee shall be responsible for any loss, theft of and/or damage to the Equipment or any portion thereof from any cause whatsoever, regardless of the extent or lack of insurance coverage, from the time the Equipment is delivered to Lessee pursuant to the related Lease until the end of the Lease Term thereunder or until the Equipment is returned

to Lessor pursuant to Section 19 of this Master Lease. If any item of the Equipment is lost, stolen or damaged, Lessee shall immediately provide written notice of such loss to Lessor and shall, within fifteen (15) days after such loss, at Lessee's option, either: (a) repair the damaged Equipment so that it is in good condition and working order, eligible for any manufacturer's certification, (b) replace the damaged Equipment at Lessee's sole cost and expense with equipment having substantially similar manufacturer's specifications and of equal or greater value to the damaged Equipment immediately prior to such Equipment being damaged, such replacement equipment to be subject to Lessor's approval, whereupon such replacement equipment shall be substituted in the applicable Lease and the other related documents by appropriate endorsement or amendment; or (c) pursuant to Section 18(b), purchase Lessor's interest in the damaged Equipment on a pro rata basis (notwithstanding the limitation in Section 18(b) only to prepaying in whole) and continue the related Lease for the non-damaged Equipment for the balance of the applicable Lease Term. In such event, Lessor will provide Lessee with a revised amortization of Lease Payments for the non-damaged Equipment. Lessor will forward to Lessee any insurance proceeds which Lessor receives for damaged Equipment for Lessee's use in the repair or replacement of the damaged Equipment, unless there has been an Event of Default or an Event of Non-appropriation by Lessee, in which event Lessor will apply any insurance proceeds received to reduce Lessee's obligations under Section 17 of this Master Lease.

15. INSURANCE. In the event that Lessee is not self-insured (as hereafter provided), Lessee shall, at its expense, keep the Equipment fully insured against loss, fire, theft, damage or destruction from any cause whatsoever in an amount not less than the greater of (a) the total Lease Payments for the Lease Term under the related Lease or (b) the full replacement cost of the Equipment without consideration for depreciation. Upon Lessor's request, Lessee shall also provide such additional insurance against injury, loss or damage to persons or property arising out of the use or operation of the Equipment as is customarily maintained by owners of property similar to the Equipment. With Lessor's prior written consent, Lessee may self-insure against such risks. The policy shall state that Lessor shall be notified of any proposed cancellation at least 30 days prior to the date set for cancellation. All such insurance shall be in form, issued by such insurance companies and be in such amounts as shall be satisfactory to Lessor, and shall provide that losses, if any, shall be payable to Lessor as "loss payee," and all such liability insurance shall include Lessor as an "additional insured." Upon Lessor's request, Lessee shall provide Lessor with a certificate or other evidence of insurance acceptable to Lessor evidencing the insurance coverage required under the related Lease. In the event Lessee fails to provide such evidence within 10 days of Lessor's request, or upon Lessor's receipt of a notice of policy cancellation, Lessor may (but shall not be obligated to) obtain insurance covering Lessor's interest in the Equipment at Lessee's sole expense. Lessee will pay all insurance premiums and related charges.

16. DEFAULT. Lessee will be in default under a Lease upon the occurrence of any of the following (each, an "Event of Default"): (a) Lessee fails to pay any Lease Payment or other payment due in full under such Lease within 10 calendar days after its due date; (b) Lessee fails to perform or observe any other promise or obligation in this Master Lease and/or any Lease and does not correct the default within 30 days after written notice of default by Lessor; (c) any representation, warranty or statement made by Lessee in this Master Lease or any Lease shall prove to have been false or misleading in any material respect when made; (d) Lessee fails to obtain and maintain insurance as required by Section 15, or any insurance carrier cancels any insurance on the Equipment; (e) the Equipment or any portion thereof is misused, used in a manner not authorized by the applicable end user license agreement (if any) accompanying such Equipment, or used in violation of the terms of the related Lease; (f) the Equipment or any part thereof is lost, destroyed, or damaged beyond repair and remains uncured in accordance with Section 14; (g) a petition is filed by or against Lessee under any bankruptcy or insolvency laws; or (h) an Event of Default occurs under any other Lease or prior financing with Lessor or assigns or their respective affiliates, but any such Assignee may only exercise remedies with respect to other Leases for which it is the Assignee.

17. REMEDIES. Upon the occurrence of an Event of Default under a Lease, Lessor may, in its sole discretion, do any or all of the following (without penalty, liability or obligation on Lessor's part and without limiting any other rights or remedies available to Lessor): (a) provide written notice to Lessee of the Event of Default; (b) as liquidated damages for loss of a bargain, and not as a penalty, declare due and payable any and all amounts which may then be due and payable under the Lease, plus all Lease Payments remaining through the end of the then current fiscal period; (c) with or without terminating the Lease Term under such Lease, (i) enter the premises where the Equipment is located and retake possession of such Equipment or require Lessee at Lessee's expense to promptly return any or all of such Equipment to the possession of Lessor in accordance with the requirements in Section 19, and (ii) at Lessee's expense, sell or lease such Equipment or, for the account of Lessee, sublease such Equipment, continuing to hold Lessee liable for the difference between the Lease Payment payable by Lessee pursuant to the terms of such Lease to the end of the current fiscal period and the net proceeds of any such sale, lease or sublease. Lessor may require Lessee to remove all proprietary data from the Equipment, holding Lessor and its assigns harmless if Lessee fails to do so. Lessee will not make any claims against Lessor or the Equipment for trespass, damage or any other reason. The exercise of any of such remedies shall not relieve Lessee of any other liabilities under any other Lease. Without limiting the foregoing, Lessor may take whatever action, either at law or in equity, may appear necessary or desirable to enforce its rights under any Lease, or as a secured party in any or all of the Equipment. No remedy of Lessor is intended to be exclusive and every such remedy, now or hereafter existing, at law or in equity, shall be cumulative and shall be in addition to every other remedy given under a Lease. In the event that Lessor sells or otherwise liquidates the Equipment following an Event of Default or an Event of Non-appropriation as herein provided and realizes net proceeds (after payment of costs) in excess of total Lease Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall

terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

19. RETURN OF EQUIPMENT. In the case of an Event of Default under a Lease or an Event of Non-appropriation by Lessee with respect to a Lease in accordance with Section 6, Lessee will, at Lessee's sole cost and expense, immediately return the Equipment (including all copies of any software free of any proprietary data), manuals, and accessories to any location and aboard any carrier Lessor may designate in the continental United States. The Equipment must be properly packed for shipment in accordance with the manufacturer's recommendations or specifications, freight prepaid and insured, and maintained in accordance with the terms of the related Lease. All Equipment must be free of markings. Lessee will pay Lessor for any missing or defective parts or accessories. Lessee will continue to pay Lease Payments until the Equipment is accepted by Lessor, which acceptance shall be deemed to occur fifteen (15) days after delivery unless Lessor rejects the Equipment for good cause within such fifteen (15) day period. Notwithstanding anything in this Section 19 to the contrary, any amounts to be paid by Lessee as provided in this Section 19 shall be payable solely from funds legally available for the purpose.

20. LESSEE'S REPRESENTATIONS AND WARRANTIES. Lessee hereby represents, covenants and warrants for the benefit of Lessor that as of the date hereof and as of Commencement Date for each Lease, and throughout each Lease Term: (a) Lessee is a state or political subdivision thereof within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); (b) Lessee is duly organized and existing under the Constitution and laws of the state in which Lessee is located; (c) Lessee is authorized to enter into and carry out its obligations under this Master Lease and each Lease and every other document required to be delivered in connection with this Master Lease and a Lease; (d) this Master Lease and each Lease have been duly authorized, executed and delivered by Lessee in accordance with all applicable laws, codes, ordinances, regulations, and policies; (e) any person signing the Master Lease and each Lease has the authority to do so, is acting with the full express authorization of Lessee's governing body, and holds the office indicated below his or her signature, which is genuine; (f) the Equipment is essential to the immediate performance of a governmental or proprietary function by Lessee within the scope of Lessee's authority and shall be used during the Lease Term only by Lessee and only to perform such function; (g) Lessee intends to use the Equipment for the entire Lease Term and shall take such action, in accordance with Section 6, to include in its annual budget request, for submission to Lessee's governing body, any funds required to fulfill Lessee's obligations for each succeeding fiscal period during the applicable Lease Term; (h) Lessee has complied fully with all applicable laws, codes, ordinances, regulations, and policies, governing open meetings, competitive pricing and/or public bidding and appropriations required in connection with each Lease, the selection and acquisition of the Equipment and the selection of Vendor; (i) all payments due and to become due during Lessee's current fiscal period under a Lease are within the fiscal budget of such fiscal period, and are or will be included within an unrestricted and unencumbered appropriation currently available for the lease/purchase of the Equipment under the related Lease; (j) Lessee shall not do or cause to be done any act which shall cause, or by omission of any act allow, the interest portion of any Lease Payment to become includible in Lessor's gross income for Federal income taxation purposes under the Code; (k) Lessee shall comply with the information reporting requirements of Section 149(e) of the Code with respect to each Lease (such compliance shall include, but not be limited to, the execution of Form 8038-G or 8038-GC information reporting returns as appropriate); (l) all financial information provided by Lessee is true and accurate and fairly represents Lessee's financial condition; (m) Lessee has not for at least its most recent ten fiscal periods failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease purchase, installment sale or other similar agreement; (n) there is no litigation, pending or threatened that would materially adversely affect the transactions contemplated by this Master Lease, any Lease or the financial condition of Lessee; and (o) any and all Equipment that Lessee leases, purchases and/or acquires pursuant to this Master Lease and any Lease hereunder is for Lessee's internal purposes only and Lessee is not and will not lease, purchase or acquire the Equipment for resale.

21. ASSIGNMENT. Lessor may, upon notice to Lessee but without Lessee's consent, sell, assign, or transfer from time to time Lessor's rights, title, and interest under this Master Lease and/or any Lease or Leases or interest therein, including the right to receive Lease Payments under a Lease and Lessor's security interest in the Equipment under a Lease and any related Escrow Agreement to one or more assignees or subassignees (each, an "Assignee"). Lessee agrees that, upon such assignment, the Assignee will have the same rights and benefits of Lessor under the terms of the related Lease. Lessee agrees that the rights of Assignee will not be subject to any claims, defenses, or set-offs that Lessee may have against any Vendor. Upon notice to Lessee of such assignment, Lessee agrees to respond to any requests about the related Lease and, if directed by Lessor, to pay Assignee all Lease Payments and other amounts due under such Lease. Lessee hereby appoints Lessor as its agent to maintain a record of all assignments of each Lease in a form sufficient to comply with the registration requirements of Section 149(a) of the Code and the regulations prescribed thereunder from time to time, and Lessor agrees to maintain such registration record.

22. ADDITIONAL PAYMENTS. Lessor may, but is not obligated to, take on Lessee's behalf any action which Lessee fails to take as required by any Lease, and Lessee shall pay any expenses incurred by Lessor in taking such action, which will be in addition to the Lease Payments as set forth in the related Lease.

23. RELEASE AND INDEMNIFICATION. To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including,

without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, delivery, rejection, storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, deployment, testing, condition, possession, storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

24. MISCELLANEOUS. Each Lease, together with this Master Lease, contains the entire agreement of the parties regarding the subject matter hereof which is limited to lease financing. TIME IS OF THE ESSENCE IN EACH LEASE. If a court of competent jurisdiction finds any provision of any Lease to be unenforceable, the remaining terms of such Lease shall remain in full force and effect. Each Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument; provided, however, that only counterpart one of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute the original for such Lease for purposes of the sale or transfer of such Lease as chattel paper. References herein to "Lessor" shall be deemed to include each of its Assignees from and after the effective date of each assignment; references herein to "Lessor" shall not refer to Apple Inc. in its capacity as a Vendor or in any capacity other than as a lessor hereunder. The captions or heading in this Master Lease and in each Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions. This Master Lease and each Lease will be governed by the laws of the state where Lessee is located without regard to the conflict of law principles thereof. Lessor and Lessee both intend to comply with all applicable laws. If it is determined that Lessee's payments under the Lease result in an interest payment higher than allowed by applicable law, then any excess interest collected will be applied to the repayment of principal, and interest will be charged at the highest rate allowed by law.

25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

IMPORTANT: READ BEFORE SIGNING. THE TERMS OF THIS MASTER LEASE AND EACH LEASE SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. TERMS OR ORAL PROMISES WHICH ARE NOT CONTAINED IN THIS MASTER LEASE OR A LEASE MAY NOT BE LEGALLY ENFORCED. THE TERMS OF THIS MASTER LEASE OR A LEASE MAY ONLY BE CHANGED BY ANOTHER WRITTEN AGREEMENT BETWEEN THE PARTIES. EXCEPT FOR AN EVENT OF NON-APPROPRIATION, EACH LEASE IS NOT CANCELABLE BY LESSEE.

LESSOR: APPLE INC.

BY: _____

TITLE: _____



David Rogan
VWW AFS Senior Director
Apple Inc.

LESSEE: INDEPENDENT SCHOOL DISTRICT NO. 276

5621 County Road 101
Minnetonka, MN 55345

BY: _____

TITLE: _____


Paul Bourgeois
Executive Director of Finance & Operations

FED TAX ID#: _____

41-6001402

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 3
under Master Lease Purchase Agreement dated July 1 2018

Row #	Details & Comments	Qty
1	13-inch MacBook Air: Apple M2 chip with 8-core CPU and 8-core GPU, 256GB – Midnight (Packaged in a 5-pack) Part Number: MLYE3LL/A Configuration: <ul style="list-style-type: none">• 065-CCJT Apple M2 chip with 8-core CPU, 8-core GPU, 16-core Neural Engine• 065-CCJW 8GB unified memory• 065-CCJY 256GB SSD storage• 065-CD7F 30W USB-C Power Adapter• 065-CCLY 1080p FaceTime HD camera• 065-CCM0 Two Thunderbolt / USB 4 ports• 065-CCM1 MagSafe 3 charging port• 065-CCM2 13.6-inch Liquid Retina display with True Tone• 065-CD5W None• 065-CD0F Backlit Magic Keyboard with Touch ID – US English• 065-CD0Y Accessory Kit	210
2	AppleCare OS Support – Select (1 Year) Part Number: D6602ZM/A	1

The above Equipment includes all attachments and accessories attached thereto and made a part thereof.

EXHIBIT A**Schedule No. 3 Dated March 20 2023 to Master Lease Purchase Agreement Dated July 1 2018**

This Schedule No. 3 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated July 1 2018 ("Master Lease"), and is effective as of March 20 2023. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION

Computer Hardware--See attached Exhibit 1.

LEASE PAYMENT SCHEDULE

Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	3/20/2023					\$231,386.00
1	7/10/2023	\$78,016.09	\$623.21	\$77,392.88	\$157,072.98	\$153,993.12
2	7/10/2024	\$78,016.09	\$1,357.39	\$76,658.70	\$78,881.10	\$77,334.42
3	7/10/2025	\$78,016.09	\$681.67	\$77,334.42	-\$0.00	-\$0.00
Totals:		\$234,048.27	\$2,662.27	\$231,386.00	Rate 0.8815%	

Lessee acknowledges that the discounted purchase price for the Lease is \$228,871.81 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.7331% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

IMPORTANT: Read before signing. The terms of the Master Lease should be read carefully because only those terms in writing are enforceable. Terms or oral promises which are not contained in this written agreement may not be legally enforced. The terms of the Master Lease or Lease may only be changed by another written agreement between Lessor and Lessee. Lessee agrees to comply with the terms and conditions of the Master Lease and this Lease.

Commencement Date: March 20 2023

LESSOR: **APPLE INC.**

SIGNATURE: **X** _____

NAME / TITLE: **X** _____

DATE: **X** _____

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 276**

SIGNATURE: **X** 
Paul Bourgeois

NAME / TITLE: **X** Executive Director of Finance & Operations

DATE: **X** 02/09/2023

EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: Schedule No. 3, dated March 20 2023, (the "Schedule") to Master Lease Purchase Agreement, dated as of July 1 2018, between Apple Inc., as Lessor, and Independent School District No. 276, as Lessee.

Apple Inc. is hereby requested to pay the person or entity designated below as Payee, the sum set forth below in payment of a portion or all of the cost of the acquisition described below. The amount shown below is due and payable under the invoice of the Payee attached hereto with respect to the cost of the acquisition of the equipment and has not formed the basis of any prior request for payment. The equipment described below is part or all of the "Equipment" listed in the Schedule to the Master Lease Purchase Agreement referenced above. Receipt of this Acceptance Certificate allows Apple Inc. to commence the Lease and promptly pay Vendor(s) on behalf of Lessee. **THIS ACCEPTANCE CERTIFICATE DOES NOT AFFECT LESSEE'S RIGHTS UNDER THE PURCHASE ORDER OR PRODUCT WARRANTY.**

Payee Name: _____

Description or Invoice #

\$ Amount

Lessee hereby certifies and represents to and agrees with Lessor as follows:

- (1) The Equipment described above has been delivered to Lessee or its service provider, which may include a third party integrator, and is accepted by Lessee on the date hereof.
- (2) Lessee has verified, or caused its service provider to verify, the contents of the Equipment delivered and hereby acknowledges that it accepts the Equipment described above for the purpose of commencing the Lease.
- (3) Upon partial acceptance, any undistributed funds shall be set aside in an internal escrow account for the benefit of Lessee until the remaining Equipment has been accepted. The internal escrow account will be provided free of charge with the understanding that any interest earned shall be retained by Lessor in consideration of managing the internal escrow account. Lessee acknowledges that Lessor may commingle such funds with other funds held by Lessor for its own account, so long as Lessor maintains segregation of such amounts on the books and records of Lessor.
- (4) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (5) No event or condition that constitutes, or with notice or lapse of time or both would constitute, an Event of Default or Event of Non-appropriation (each as defined in the Master Lease) under any Lease exists at the date hereof.

PARTIAL ACCEPTANCE CERTIFICATE (Only a portion of Equipment Has Been Accepted)

LESSEE: **Independent School District No. 276**

Signature: X _____

Printed Name/Title: X _____

Date: X _____

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

LESSEE: **Independent School District No. 276**

Signature: X _____

Printed Name/Title: X _____

Date: X _____

**PLEASE RETURN PAYMENT REQUEST TO:
APPLE INC. ~ 8377 East Hartford Drive, Suite 115 ~ Scottsdale, AZ 85255**

EXHIBIT C

RESOLUTION NO. Agenda __ 02-09-2023 of Independent School District No. 276
AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
OF A MASTER LEASE PURCHASE AGREEMENT;
AND APPROVING THE EXECUTION AND DELIVERY OF
SCHEDULE NO. 3 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Independent School District No. 276 (the "School District"), is authorized by the laws of the Minnesota (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

WHEREAS, the School District has an immediate need to acquire and finance certain computer equipment, software, maintenance, and support services as applicable, which are more fully described on Exhibit A hereto (the "Equipment"); and

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 3 thereto, which together constitute the "Lease"; and

WHEREAS, all acts, conditions and things required by the Constitution and laws of the State, and requirements of the School District, to happen, exist and be performed precedent to, and as a condition of, the adoption of this Resolution have happened, exist and have been performed in the time and manner required to make this Resolution and the Master Lease and Lease valid and binding obligations of the School District.

NOW, THEREFORE, IT IS RESOLVED BY THE [GOVERNING BODY] AS FOLLOWS:

Section 1. The School District hereby authorizes and approves the execution and delivery of the Master Lease;

Section 2. The School District hereby authorizes and approves the execution and delivery of Schedule No. 3 to the Master Lease in an amount not to exceed \$231,386.00 for the purpose of financing the costs of the acquisition and installation of the Project;

Section 3. The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, to execute, with such changes therein and modifications thereto as may be approved by the Authorized Officer executing the same, together with any contracts or agreements and certificates and other documents necessary or appropriate in connection therewith, as approved by such Authorized Officer, which approval will be conclusively evidenced by such Authorized Officer's execution and delivery thereof:

Name	Title
David Law	Superintendent
Paul Bourgeois	Executive Director of Finance & Operations

Section 4. The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions authorized and approved hereby.

Section 5. The appropriate officials and employees of the School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

Section 6. All actions of the officers, agents and employees of the School District whether heretofore or hereafter taken that are in conformity with the purposes and intent of the foregoing resolutions be, and the same are hereby, in all respects, authorized, approved, ratified and confirmed.

Passed and Adopted by the School Board of Minnetonka Independent School District 276 on February 9, 2023.

Board Secretary

Attest: _____

Deputy Clerk

EXHIBIT D

BANK QUALIFIED DESIGNATION

Schedule No. 3 to Master Lease Purchase Agreement Dated July 1 2018

Lessee hereby represents and certifies the following (please check one):

Bank Qualified [if Bank Qualified, also check the box on Line 39 of IRS Form 8038-G]

- ☐ Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III).
[Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued
by or on behalf of Lessee (or allocated to Lessee) during the March 20 2023 calendar year will not exceed
\$10,000,000.]

Non-Bank Qualified [if Non-Bank Qualified, do not check the box on Line 39 of IRS Form 8038-G]

- ☒ Check this box if Lessee has not designated this Lease as a "qualified tax-exempt obligation" for the purposes
and within the meaning of Section 265(b)(3) of the Code.

LESSEE:

Independent School District No. 276

Signature:

X

Paul Bourgeois

Printed Name/Title:

X

Executive Director of Finance & Operations

Date:

X

02/09/2023

Instructions for 8038-G:

Updated for use with October, 2021 form

The below described lines need to be completed by the Lessee:

Line 2:

Enter the EIN number of the Issuer (Lessee)

An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at www.irs.gov. You may receive an EIN by telephone by following the instructions for Form SS-4.

Lines 10a and 10b:

Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information

If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.

Line 39:

Bank Qualified Designation

Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2023 will not exceed \$10,000,000.]

Lines 41a-41d and 42:

Hedges

If the issuer (Lessee) has identified a hedge, this section must be completed.

Line 43:

Written procedures regarding Remediation of Non-Qualified Bonds

Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).

Line 44:

Written procedures to monitor Section 148 of the Code

Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).

Lines 45a and 45b:

Reimbursement

If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]

Signature and Consent:

Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.

Form **8038-G****Information Return for Tax-Exempt Governmental Bonds**

(Rev. October 2021)

► Under Internal Revenue Code section 149(e)

► See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service**Caution:** If the issue price is under \$100,000, use Form 8038-GC.
► Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority		Check box if Amended Return <input type="checkbox"/>	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
Independent School District No. 276		41-6001402	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
PAUL BOURGESS		612-240-5997	
4 Number and street (or P.O. box if mail is not delivered to street address)		Room/suite	5 Report number (For IRS Use Only)
5621 County Rd. 101			3
6 City, town, or post office, state, and ZIP code		7 Date of issue	
Minnetonka, MN 55345		March 20, 2023	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a	
Schedule No. 3 dated March 20, 2023 to Master Lease Purchase Agreement dated July 1, 2018			

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11 \$228,871.81
12 Health and hospital	12
13 Transportation	13
14 Public safety	14
15 Environment (including sewage bonds)	15
16 Housing	16
17 Utilities	17
18 Other. Describe ►	18
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>
b If bonds are BANs, check only box 19b	<input type="checkbox"/>
20 If bonds are in the form of a lease or installment sale, check box	<input checked="" type="checkbox"/>

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield	
21 07/10/2025	\$ 228,871.81	\$ N/A	2.3 years	1.7331 %	

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A	
22 Proceeds used for accrued interest	22
23 Issue price of entire issue (enter amount from line 21, column (b))	23
24 Proceeds used for bond issuance costs (including underwriters' discount)	24
25 Proceeds used for credit enhancement	25
26 Proceeds allocated to reasonably required reserve or replacement fund	26
27 Proceeds used to refund prior tax-exempt bonds. Complete Part V	27
28 Proceeds used to refund prior taxable bonds. Complete Part V	28
29 Total (add lines 24 through 28)	29
30 Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A	
31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	
34 Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY)	

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ► (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ► _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ► ☐ and enter the following information:
- b** Enter the date of the master pool bond ► (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ► _____
- d** Enter the name of the issuer of the master pool bond ► _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ► ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ► ☐
- 41a** If the issuer has identified a hedge, check here ► ☐ and enter the following information:
- b** Name of hedge provider ► _____
- c** Type of hedge ► _____
- d** Term of hedge ► _____
- 42** If the issuer has superintegrated the hedge, check box ► ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ► ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ► ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ► ☐ and enter the amount of reimbursement ► _____
- b** Enter the date the official intent was adopted ► (MM/DD/YYYY) _____

Signature and Consent

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Paul Bourgeois

02/01/2023

Paul Bourgeois

Executive Director of Finance & Operations

Signature of issuer's authorized representative

Date

Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name

Preparer's signature

Date

Check ☐ if self-employed

PTIN

Gina Victor

PO1703979

Firm's name ► **Pinnacle Public Finance**

Firm's EIN ► **27-3119149**

Firm's address ► **8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255**

Phone no. **480-419-4800**

EXHIBIT E

LEASE PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Purchase Agreement dated July 1 2018 (the "Master Lease"), Schedule No. 3, between Apple Inc. (the "Lessor") and Independent School District No. 276 (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

LESSEE NAME: MINNETONKA INDEPENDENT SCHOOL DISTRICT 276

TAX ID#: 41-6001402

INVOICE MAILING ADDRESS: 5621 COUNTRY ROAD 101 MINNETONKA MN 55345

Mail invoices to the attention of:

SHANNON WAGGONER

Phone (952) 401-5035

Fax (952) 401-5032

Email: shannon.waggoner@minnetonkaschools.org

Approval of Invoices required by:

PAUL BOURGEOIS

Phone (612) 240-5997

Fax (952) 401-5032

Email: paul.bourgeois@minnetonkaschools.org

Accounts Payable Contact:

ELIZABETH LABOUCHERE

Phone (952) 401-5028

Fax (952) 401-5032

Email: elizabeth.labouchere@minnetonkaschools.org

Processing time for Invoices: 1 DAY Approval: 1 DAY Checks: EVERY FRIDAY

Do you have a Purchase Order Number that you would like included on the invoice? No X Yes PO#

Do your Purchase order numbers change annually? No Yes X Processing time for new purchase orders: NA

LESSEE: Independent School District No. 276

SIGNATURE: X

Paul Bourgeois

NAME / TITLE: X

Executive Director of Finance & Operations

DATE: X

02/09/2023

EXHIBIT F

INSURANCE COVERAGE REQUIREMENTS

Independent School District No. 276

- 1) Property Damage & Loss Coverage -
 - a) "All Risk" Physical Damage & Loss Insurance
 - b) Include: Policy Number, Effective Date and Expiration Date
 - c) APPLE INC. and its Assigns named "Loss Payee"
 - d) Endorsement giving 30 days written notice of any changes or cancellation.

LIMITS: The full replacement value of the equipment.

- 2) The Certificate Holder should be named as follows:

APPLE INC. and its assigns
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255

FOR SELF INSURANCE:

Self-insurance is only permitted with Lessor's prior written consent. If Lessee intends to self-insure for the policies described above, Lessee should contact Lessor immediately to discuss its self-insurance program. If Lessor consents to Lessee's self-insurance program, Lessee agrees to provide a letter on Lessee's letterhead, addressed to APPLE INC. and its Assigns, and signed by an authorized official of the Lessee. The letter must refer to the Schedule under the Master Lease, briefly describe the program, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Katie Navin PHONE (A/C, No, Ext): 630-228-6665 FAX (A/C, No): 630-285-4062 E-MAIL ADDRESS: katie_navin@ajg.com
INSURED Alliance for Liability and Property Services c/o Minnetonka Public Schools ISD #276 Minnetonka MN 55345	INSURER(S) AFFORDING COVERAGE INSURER A: Underwriters at Lloyd's London INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
ALLIFOR-13	NAIC # 15792

COVERAGES**CERTIFICATE NUMBER:** 1812349427**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PoolSIR-\$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PK1039322	7/1/2022	7/1/2023	EACH OCCURRENCE \$ 4,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 8,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		PK1039322	7/1/2022	7/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 4,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 1,000/\$1,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/> N / A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	School Board Legal (Claims Made) Sexual Harassment/Abuse		PK1039322	7/1/2022	7/1/2023	Per Occ/Agg \$4M/\$8M Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Non-Tort liability or Out-of-State Liability claims \$4,000,000 Each Occurrence Limit; per Member District

Non-Tort liability or Out-of-State Liability Claims \$8,000,000 Aggregate Limit; per Member District.

If holder is specifically listed as an additional insured refer to: Certificates of Insurance Endorsement #13 added 7-1-2022

Apple Inc. and its assigns is an Additional Insured as respects to the general liability and loss payee in regard to the property policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Re: 210 macbooks for MHS staff, \$231,386.

CERTIFICATE HOLDER**CANCELLATION**Apple Inc. and its assigns
8377 East Hartford Drive
Suite 115
Scottsdale AZ 85255

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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EXHIBIT G

INCUMBENCY CERTIFICATE

Schedule No. 3 to Master Lease Purchase Agreement dated July 1 2018

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: **Independent School District No. 276**

Signature: **X** _____

Printed Name/Title: **X** CARLE UOELTZ BOARD SECRETARY

Date: **X** 02/09/2023

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)



Financial Services
Education Finance

Lessee: Independent School District No. 276

Attention: Accounts Payable

Invoice Number: First Payment / 103534
Invoice Due Date: 7/10/2023
Amount Due: \$78,016.09

Equipment Description: Apple Computer Equipment

Customer Reference Number: MLA# 1117-3-103534

Payment Number	Amount Due
-------------------	---------------

1 \$78,016.09

Remit to:

Apple Financial Services
P.O. Box 028549
Miami, FL 33102-8549

Keep top portion for your records

Please detach bottom portion and return with your payment.

Apple Financial Services

Remit to:

Apple Financial Services
P.O. Box 028549
Miami, FL 33102-8549

Invoice Number: First Payment / 103534
Due Date: 7/10/2023
Amount Due: \$78,016.09

ACTION

**School Board
Minnetonka I.S.D #276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item VII.

**Title: Approval of Self-Insurance Fund Third-Party
Administrator**

Date: February 9, 2023

EXECUTIVE SUMMARY:

The Self-Insurance Fund is required by Minnesota statute to request proposals for Third-Party Administrator (TPA) services every two years, with up to three one-year extensions with the agreement and approval of the largest bargaining unit.

It is important to note that requesting proposals for Third Party Administrator services is a solicitation for professional services, rather than asking for bids on an identical product. With a bid process, the bid solicitor is required to take the low bid meeting specifications. With a request for professional services, each professional organization's service is considered a unique product, so the solicitor may select the service provider based on the whole of factors considered, and not just the price quoted.

Third Party Administrator Services make up a very small part of the overall expenses of the Self Insurance Fund, typically accounting for approximately 5% of annual total expenses. TPA fees are one component of the analysis to select a third-party administrator, with other features and value-added options making up most of the criteria.

In addition to administering claims, the Self-Insurance Fund will typically overlay its plan onto existing networks of the Third-Party Administrator, so the networks available to accommodate the Self-Insurance Fund's plans are a very critical component to the overall evaluation process in selecting a Third-Party Administrator.

Another important factor is discount levels for services. Third Party Administrators can provide deeper discounts to claims for services at health facilities owned by the Third-Party Administrator. Accordingly, employee choice in selection of primary care facilities and hospital care facilities are very important because the deeper discounts at Third Party Administrator-owned facilities will result in the lowest overall cost of care to the Self Insurance Fund. Inherent within this component is the analysis of provider disruption to members.

Before discussing an analysis of the proposals, it is important to discuss a bit of history of the plan.

Prior to FY13, most of the plan members were enrolled in the Base Plan, which had open access to all providers. This plan was a very good plan for the member, but it is also the most expensive plan. A relative few were enrolled in the VEBA-HRA plan with a high deductible. In FY13 there was a spike in high-dollar-claims (such as cancers). This necessitated a mid-year 15% premium increase to ensure the fund had a positive Unassigned Fund Balance at the end of the year.

After that year, many changes have been recommended to the Self-Insurance Committee and enacted by the School Board that made the VEBA-HRA plan more attractive to members and added two HSA high-deductible plan options. Included in those changes were one that made the Base Plan no longer open access by moving Mayo Clinic and Hazelden Clinic out of the Base Plan network.

The various changes have moved enrollment to 60% in the VEBA-HRA and HSA plans, and 45% remaining in the Base Plan. As the Base Plan typically has a loss ratio at-or-above 100% of the premium contributions of the members choosing the base plan, and the VEBA-HRA and HSA plans typically have a loss ratio low enough to cover their costs, cover the plan administrative costs, and cover any Base Plan expenses over a 100% Base Plan loss ratio, the fund has been very stable.

Continuing to make the VEBA-HRA and HSA plans more attractive to District employees by having lower premium and open access compared to the Base Plan is a critical component of the future financial success of the Self-Insurance Fund. The variety of plan offerings enable it to continue forward with average premium increases in years of normal claims activity in the 3.2%-3.5% range as has been its history because it incents staff to move to the lower cost plans over time.

In the Minnesota, there are four entities that make up the Third-Party Administrator Market:

Blue Cross Blue Shield of Minnesota
HealthPartners
Medica
United Healthcare

Of these providers, all but United Healthcare have served for periods of time as the Third-Party Administrator for the Self-Insurance Fund, with HealthPartners being the current TPA provider.

Requests for quotes were sent to all four TPA providers. Quote packets were received from Health Partners, and United Health Care.

The District works with CBIZ Consulting as advisors to the Self Insurance Fund and for all other insurance work such as long-term disability and group life insurance. CBIZ assisted the District with the analysis of the three proposals.

A summary of the results of the three key factors for the proposals are as follows:

Estimated Fee Proposal

- HealthPartners proposed a fee estimated at \$846,285 the first year and \$939,383 the second year plus a cap of 9% on any potential stop loss increase the second year.
- United Healthcare proposed a fee estimated at \$1,546,957 the first year and \$1,546,957 plus stop loss insurance increase the second year.

Overlaying Current Plan Offerings on Proposer TPA Networks

- Health Partners' proposal would keep all plans in their current categories regarding open access, with the Base Plan continuing as restricted access and the VEBA-HRA plan and HSA plans continuing as open access – this would allow for continuing the incentivizing of movement to the lower cost plan to increase those percentages above 60% over time.
 - The lowest cost limited primary care access network (SmartCare) used by 12 persons is replaced with Select.
- United Health Care's proposal would place the restricted-access Base Plan, open access VEBA-HRA and open access HSA into the UHC Open Access network - it would move the high-cost Base Plan into open access, which would disincentivize the use of VEBA-HRA plan and HSA Plans
 - The lowest cost limited primary care access network (Core ACO) for the \$3,000 limited primary care access HSA is competitive in terms of locations (3)

Service Discounts

- As previously stated, Third Party Administrators will offer deeper discounts on health care prices for claims that come through the facilities that they own. These can run in the high-six-figure range and possibly more during the year. The largest provider of primary care and additional care to members of the Self Insurance Fund in FY23 through December 2022 is Park Nicollet-Health Partners, which handles approximately 64% of all claims of the Self Insurance Fund.
 - The next largest provider is Ridgeview Clinics, which handles 14% of all claims, followed by Infinite Health Collaborative 7% and Lakeview Clinic 6%.
- Health Partners owns Park Nicollet facilities. Health Partners gives discounts on claims of services from Park Nicollet facilities, which typically are running \$125,000-\$135,000 per year in normal years. (Through December 2022 the total for FY23 was \$91,294.) These discounts, termed Shared Savings by HealthPartners, are equal to approximately 12%-17% on an annual basis, in effect resulting in the Self-Insurance Fund receiving Third Party Administrator Services from HealthPartners at 83%-88% of the total proposed fees.

After analyzing all the factors, the Self-Insurance Advisory Committee at their meeting on January 30, 2023 on a vote of 8-0 is recommending to the School Board that the School Board retain HealthPartners as the Third-Party Administrator for the Self-Insurance Fund for fiscal years 2024 and 2025.

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board retain HealthPartners as the Third-Party Administrator for the Self-Insurance Fund for fiscal years 2021 and 2022.

RECOMMENDED MOTION

BE IT RESOLVED, that the School Board of Minnetonka Independent School District 276 does hereby approve HealthPartners as the Third-Party Administrator for the Self-Insurance Fund for fiscal years 2024 and 2025.

Submitted by:



Paul Bourgeois, Executive Director of Finance & Operations

Concurrence:



David Law, Superintendent

ACTION

**School Board
Minnetonka I.S.D. 276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item VIII.

**Title: Acceptance of Bid for Groveland Running Track
Repaving**

Date: February 9, 2023

EXECUTIVE SUMMARY:

As part of the rolling Long Term Facility Maintenance 10 Year Plan, repaving of the Groveland running track is budgeted for summer 2023. As part of the project, the track will be widened to allow for the track to be used as an auto queue during drop-off and pick-up times.

The budget estimate for the project is \$405,000.

Bids were opened at 1:00 PM on Thursday, January 26, 2023. Six (6) bids were received for the project as follows:

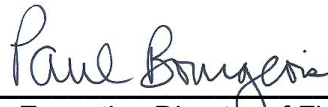
Minger Construction Company, Inc.	\$378,750.00
Bituminous Roadways, Inc.	\$393,490.00
Minnesota Roadways Company	\$423,980.00
Peterson Companies, Inc.	\$432,032.00
G Urban Companies, Inc.	\$462,000.00
Meyer Contracting, Inc.	\$510,026.77

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board accept the low bid of Minger Construction Company, Inc. in the amount of \$378,750.00 for repaving of the running track at Groveland Elementary School in summer 2023.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby accept the low bid of Minger Construction Company, Inc. in the amount of \$378,750.00 for repaving of the running track at Groveland Elementary School in summer 2023.

Submitted by: 
Paul Bourgeois, Executive Director of Finance & Operations

Concurrence: 
David Law, Superintendent

**School Board
Minnetonka I.S.D. 276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item IX.

**Title: Acceptance of Bid for MMW Parking Lot,
Bus Corral and Driveway Reconfiguration**

Date: February 9, 2023

EXECUTIVE SUMMARY:

In order to increase traffic and pedestrian safety at Minnetonka Middle School West, a project to reconfigure the parking lot, bus corral and driveway and mill and overlay the entire area is scheduled for summer 2023.

The reconfiguration will eliminate the auto queue on Highway 41 that can back up as much as 1,600 feet from the drop off point on the campus, down the driveway and to the shopping center driveway to the north. The reconfiguration will result in a 2,100-foot auto queue that is contained on the campus of MMW, thereby eliminating the safety hazard of cars queued up in the driving lanes of Highway 41.

The reconfiguration will also eliminate students crossing between buses in the bus corral to get to parent autos in the auto parking lot, and eliminate students crossing between auto and special education bus traffic to get to some of the buses under the current configuration. Students will be able to get to all vehicles – buses, autos in the auto lot, or autos in the queue, without passing in front of any vehicles.

The whole area of the reconfiguration will receive a mill and overlay of new pavement.

The budget estimate for the project is \$1,335,000 of which \$450,000 is the cost of reconfiguration and will be paid for out of the 2023A COP bond proceeds, and \$885,000 is for the mill and overlay and will be paid for out of Long-Term Facility Maintenance funds.

Bids were opened at 1:30 PM on Thursday, January 26, 2023. Six (6) bids were received for the project as follows:

Bituminous Roadways, Inc.	\$1,274,605.00
Valley Paving, Inc.	\$1,358,503.16
MM Miller Brothers Excavating, Inc.	\$1,416,000.00
Meyer Contracting, Inc.	\$1,450,733.78
Peterson Companies, Inc.	\$1,495,500.00
G Urban Companies, Inc.	\$1,592,000.00

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board accept the low bid of Bituminous Roadways, Inc. in the amount of \$1,274,605.00 for reconfiguration of the Minnetonka Middle School West parking lot, bus corral and driveway in summer 2023.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby accept the low bid of Bituminous Roadways, Inc. in the amount of \$1,274,605.00 for reconfiguration of the Minnetonka Middle School West parking lot, bus corral and driveway in summer 2023.

Submitted by:



Paul Bourgeois, Executive Director of Finance & Operations

Concurrence:



David Law, Superintendent

CONSENT

**School Board
Minnetonka I.S.D. #276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item X.

Title: Resolution Pertaining to Consent Agenda

Date: February 9, 2023

OVERVIEW:

The School Board formally adopted the Consent Agenda concept on March 1, 1979. For the Consent Agenda to work efficiently, Board members should call staff prior to the meeting regarding any questions they may have on the following items. If a member wishes to discuss any matter on the Consent Agenda, he/she should request, at the beginning of the meeting, that the item be placed on the regular agenda (during Agenda Item III: Adoption of the Agenda).

The following are the recommendations included within the Consent Agenda for February 9, 2023:

- a. Minutes of January 12, 2023 Regular Meeting
 - b. Study Session Summary of January 26, 2023
 - c. Payment of Bills
 - d. Recommended Personnel Items
 - e. Gifts and Donations
 - f. Electronic Fund Transfers
 - g. American Indian Parent Committee Resolution
-

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve all recommendations included within the Consent Agenda items.

Submitted by: _____



David Law, Superintendent

CONSENT

School Board
Minnetonka I.S.D. #276
5621 County Road 101
Minnetonka, Minnesota

Board Agenda Item X. a

Title: Meeting Minutes

Date: February 9, 2023

OVERVIEW:

The minutes of the proceedings of the Minnetonka School Board's following meeting are attached:

1. January 12, 2023 Regular Meeting

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve these minutes, as presented.

Submitted by: 
Carrie Voeltz, Executive Assistant
to the Superintendent and School Board

MINNETONKA INDEPENDENT SCHOOL DISTRICT #276
District Service Center
5621 County Road 101
Minnetonka, Minnesota

Minutes of January 12, 2023 Regular Board Meeting

The School Board of Minnetonka Independent School District #276 met in regular session at 7:00 p.m. on Thursday, January 12, 2023 in the Community Room at the District Service Center, 5621 County Road 101, Minnetonka, Minnesota. Chairperson Lisa Wagner presided. Other Board members present were: Mark Ambrosen, Patrick Lee-O'Halloran, Mike Remucal, Meghan Selinger, Chris Vitale and Superintendent David Law, ex officio. Absent: Katie Becker. The meeting was also livestreamed on the District's YouTube channel.

Prior to the meeting, the Board recognized, via a video, AP Scholars; MHS Marching Band and Colorguard; Girls Swim & Dive; Bowling Club; U-Chicago Teachers Awards; and Minnetonka Community Education Staff/Program Award recipients.

Chairperson Vitale then called the meeting to order and asked that everyone stand and recite the Pledge of Allegiance to the Flag.

1. AGENDA

Wagner moved, Lee-O'Halloran seconded, that the School Board approve the agenda, as presented. Upon vote being taken thereon, the motion carried unanimously.

2. ELECTION OF OFFICERS

Superintendent Law announced that each year at the organizational meeting of the School Board, Board members were asked to elect from their membership, by majority vote, persons to fill the positions of Chairperson, Vice-Chairperson, Treasurer, and Clerk.

Chairperson

Selinger moved, Ambrosen seconded, that Lisa Wagner's name be placed in nomination to be Chairperson of the Minnetonka School Board for 2023. Upon vote being taken thereon, the motion carried unanimously. Chairperson Wagner thanked Board members for their vote of confidence.

Vice-Chairperson

Ambrosen moved, Remucal seconded, that Meghan Selinger's name be placed in nomination to be Vice-Chairperson of the Minnetonka School Board for 2023. Upon vote being taken thereon, the motion carried unanimously.

Treasurer

Wagner moved, Vitale seconded, that Patrick Lee-O'Halloran's name be placed in nomination to serve as Treasurer of the Minnetonka School Board for 2023. Upon vote being taken thereon, the motion carried unanimously.

Clerk

Vitale moved, Ambrosen seconded, that Katie Becker's name be placed in nomination to serve as Clerk of the Minnetonka School Board for 2023. Upon vote being taken thereon, the motion carried unanimously.

Deputy Clerk and Deputy Treasurer

Vitale moved, Selinger seconded, that the School Board appoint Executive Director of Finance & Operations Paul Bourgeois as Deputy Clerk to act on the Clerk's behalf on normal and routine business matters, and as Deputy Treasurer to carry out duties as described in law and in his job description. Upon vote being taken thereon, the motion carried unanimously.

3. **SCHOOL REPORT: MME**

MME Principal Pete Dymit, along with MME ESL teacher Anna Bjork and Social Worker Katie Klemme reported to the Board on their recent "Community Night" event, which was geared to historically underrepresented/under-engaged families in the community. The event helped these families connect with resources and district opportunities. The event was a huge success, with over 400 people in attendance, over 100 district volunteers, and over 85 community volunteers. Board members Lee-O'Halloran and Vitale thanked the organizers for making a difference in the community and putting the Board goals into action. Principal Dymit said the interest is definitely there to host this event again in the future, and knowing that they have the Board's support to do that is a huge asset. Chairperson Wagner thanked the MME team for putting on such a wonderful event.

4. **COMMUNITY COMMENTS**

Chairperson Wagner noted that this opportunity for comment was available to community members who wished to address the Board on any item on that night's agenda. No one responded to this invitation to speak.

5. **ORGANIZATION OF THE SCHOOL BOARD**

Superintendent Law said the following agenda items covered the annual organizational duties of the Board.

Day, Time and Place of Board Meetings:

Superintendent Law said that traditionally the Board had met on the first Thursday of the month and that this was being proposed for 2023, with several exceptions to accommodate calendar conflicts. There will be no meeting in July.

Vitale moved, Selinger seconded, that the School Board meetings be held at 7:00 p.m. in the Community Room at 5621 County Road 101, Minnetonka, Minnesota on the following dates during 2023:

Thursday, January 12, 2023	Thursday, August 3, 2023
Thursday, February 9, 2023	Thursday, September 7, 2023
Thursday, March 9, 2023	Thursday, October 5, 2023
Thursday, April 13, 2023	Thursday, November 2, 2023
Thursday, May 4, 2023	Thursday, December 7, 2023
Thursday, June 1, 2023	

Upon vote being taken thereon, the motion carried unanimously.

Day, Time and Place of Study Sessions

Superintendent Law said that traditionally the Board had met in Study Session on the third Thursday of the month and that this was being proposed for 2023, with several exceptions to accommodate calendar conflicts. There will be no Study Session in July.

Ambrosen moved, Selinger seconded, that Study Sessions be held at 6:00 p.m. in the Community Room at 5621 County Road 101, Minnetonka, Minnesota on the following dates during 2023:

Thursday, January 26, 2023	Thursday, August 17, 2023
Thursday, February 23, 2023	Thursday, September 21, 2023
Thursday, March 23, 2023	Thursday, October 26, 2023
Thursday, April 27, 2023	Thursday, November 16, 2023
Thursday, May 25, 2023	Thursday, December 14, 2023
Thursday, June 15, 2023	

Upon vote being taken thereon, the motion carried unanimously.

Setting of Salaries:

Vitale moved, Ambrosen seconded, that the School Board establish salaries for each School Board position as follows:

- An annual salary of \$375.00 per month in 2023 for each Board Member.
- An additional annual salary of \$1500.00 in 2023 for the Chairperson.
- An additional annual salary of \$750.00 in 2023 for the Vice-Chairperson.

- No extra amount in 2023 for the Clerk.
- No extra amount in 2023 for the Treasurer.
- A stipend of \$50.00 per meeting in 2023 for up to four standing committee meetings per month.

Upon vote being taken thereon, the motion carried unanimously.

Designation of Depositories:

Lee-O'Halloran moved, Ambrosen seconded, that the School Board adopt the following resolution:

It is recommended that:

1. **US Bank, Minneapolis, MN**
2. **Wells Fargo, Minneapolis, MN**
3. **Alerus Financial, NA, Grand Forks, ND**
4. **MN Trust Investment Fund (PMA Financial Network), Albertville, MN**
5. **Chase Manhattan Bank (Smith Barney, Inc.), New York, NY**
6. **MN School District Liquid Asset Fund (PFM Asset Management), Minneapolis, MN**
7. **Northland Trust Services, Minneapolis, MN**
8. **Bank of New York Mellon, New York, NY**
9. **Computershare Trust Company, NA, Canton, MA**

be designated as depositories for the funds of this District, and any designated representatives of this District hereby authorized to open or cause to be opened an account or accounts with said institutions of such terms, conditions and agreements as shall be required by said institutions, to endorse or cause to be endorsed, in the name of the District or to negotiate or to deposit or cause to be deposited in such account or accounts any money, checks, drafts, orders, notes and other instruments for the payment of money and to make any other agreements deemed advisable in regard thereto. The designated representatives are the Executive Director of Finance & Operations Paul Bourgeois, or Coordinator of Accounting and Audit Jess Hulitt.

RESOLVED FURTHER, that checks or other withdrawal orders issued against the funds of this District on deposit with said institutions may be signed by the regular facsimile signature as follows:

1. _____, Clerk
2. _____, Chairperson
3. _____, Treasurer

and said institutions are hereby fully authorized to pay and charge to the account of this District any checks, drafts or other withdrawal orders, so signed, including those payable to the individual order of the person signing the same and including also checks or other withdrawal orders payable to said institutions or to any other person or corporation, which are applied in payment or any indebtedness owing to said institutions from the person or persons who signed such checks or other withdrawal orders. Upon telephone request of the designated representatives, transfer of funds between designated depositories is authorized.

RESOLVED FURTHER, that the resolution shall continue in force until express written notice of its recession or modification has been furnished to and received by said institutions.

RESOLVED FURTHER, that any and all resolutions heretofore adopted by the School Board of the District and certified to:

1. **US Bank, Minneapolis, MN**
2. **Wells Fargo, Minneapolis, MN**
3. **Alerus Financial, NA, Grand Forks, ND**
4. **MN Trust Investment Fund (PMA Financial Network), Albertville, MN**
5. **Chase Manhattan Bank (Smith Barney, Inc.), New York, NY**
6. **MN School District Liquid Asset Fund (PFM Asset Management), Minneapolis, MN**
7. **Northland Trust Services, Minneapolis, MN**
8. **Bank of New York Mellon, New York, NY**
9. **Computershare Trust Company, NA, Canton, MA**

as governing the operation of this District's account(s) with them be and are hereby continued in full force and effect, except as the same may be supplemented or modified by the foregoing.

Upon vote being taken thereon, the motion carried unanimously.

School Attorneys:

Vitale moved, Ambrosen seconded, that the School Board appoint as legal counsel for 2023 the law firms of Kennedy & Graven; Dorsey & Whitney; Ratwik, Roszak & Maloney; Hitesman & Wold; and Mr. Dennis O'Brien; and authorize administrative staff and Board leadership to seek legal counsel from these firms and individuals as dictated by the circumstance. Upon vote being taken thereon, the motion carried unanimously.

Official Newspaper:

Lee-O'Halloran moved, Selinger seconded, that the School Board authorize the *Sun-Sailor* as the official newspaper for 2023 for legal publications such as the Clerk's Minutes of Proceedings, the Policy Statement on Free and Reduced School Lunch Program and Bids for District Purposes, and that the School Board authorize the use of the District website as an alternative means of dissemination for District bids, quotes, and requests for proposals as

authorized under Minnesota Statutes 331A.03 Subd. 3(b). Upon vote being taken thereon, the motion carried unanimously.

Official Radio Station:

Selinger moved, Ambrosen seconded, that the School Board designate radio station WCCO-AM as the official station during 2023 for emergency school announcements, such as the closing of school due to inclement weather. Upon vote being taken thereon, the motion carried unanimously.

Appointment of Auditor:

Ambrosen moved, Lee-O'Halloran seconded, that the School Board appoint the firm of CliftonLarsonAllen, LLP to conduct the annual audit. Upon vote being taken thereon, the motion carried unanimously.

Setting of Superintendent Evaluation Dates:

Vitale moved, Selinger seconded, that the School Board adopt the following schedule to conduct their evaluation of the Superintendent for the 2023-24 school year:

- Thursday, February 23 at 4:00 p.m. – mid-year evaluation on performance and progress on goals
- Thursday, June 15 at 4:00 p.m. – self-evaluation report with the Superintendent and Board
- Monday, June 19 at 6:00 p.m. – Board development of its evaluation of the Superintendent
- Thursday, June 22 at 6:00 p.m. – Board review of the evaluation with the Superintendent

Upon vote being taken thereon, the motion carried unanimously.

Mileage Allowance:

Ambrosen moved, Selinger seconded, that the School Board authorize the IRS-approved rate of 65.5 cents per mile for 2023 for personal automobile usage for school business purposes when an employee or School Board member is not thereby covered under a formally negotiated agreement. Upon vote being taken thereon, the motion carried unanimously.

Committee Assignments:

Vitale moved, Ambrosen seconded, that the School Board approve the following representatives for 2023 to District committees:

Committee	2023 Representatives
AMSD (Association of Metropolitan School Districts)	Mike Remucal
MTA Liaisons	Lisa Wagner and Meghan Selinger
Finance Advisory Committee	Patrick Lee-O'Halloran
Materials Review Committee	Meghan Selinger
Teaching and Learning Advisory	Meghan Selinger
Minnetonka Foundation	Chris Vitale
PTO/PTA Leaders	Mark Ambrosen
Special Education Advisory	Katie Becker
Tonka CARES	Mike Remucal/Mark Ambrosen
Mental Health Advisory	Mike Remucal
CASE	Lisa Wagner/Patrick Lee-O'Halloran
Community Education Advisory	Katie Becker
Preschool and ECCE Advisory	Meghan Selinger/Chris Vitale
OPEB Advisory	Patrick Lee-O'Halloran

6. **APPROVAL OF SCHOOL BOARD GOALS**

Each year, the Board meets with the Superintendent to set annual goals for the school year. This process includes a review of the previous year's goals, a review of student data on standardized assessments and graduation, survey data from students and parents and input from District staff. This year's goal-setting meetings were held on Monday, September 12 and Monday, November 14. A first read of the goals was presented at the School Board Meeting on December 1, 2022 and no changes were recommended at that time.

Executive Director of Communications Dr. JacQui Getty presented a recap of the final draft of the goals, asking the School Board to approve the goals. Board member Vitale said he

appreciated the collaboration from his fellow Board members, that it was a great process and that the Board worked together well to set the goals.

Ambrosen moved, Selinger seconded, that the Board approve the goals. Upon vote being taken thereon, the motion carried unanimously.

7. **ADOPTION OF POLICY #613: GRADUATION REQUIREMENTS**

Board Policy #613 outlines requirements for graduation from the Minnetonka School District. State statute requires that School Boards adopt graduation requirements that meet or exceed State graduation requirements and that allow students to satisfy state academic standards. The current policy was last updated in 2005 and reflects a transition in graduation requirements for students over a three-year time period. As Associate Superintendent for Instruction Dr. Amy LaDue shared with the Board, since that time, the state requirements have remained consistent, and the state no longer requires students to take the Basic Skills Test. This revision reflects these changes and aligns this policy with current practice outlined in the Minnetonka High School Skipper log.

Ambrosen moved, Lee-O'Halloran seconded, that the Board approve the policy as presented. Upon vote being taken thereon, the motion carried unanimously.

8. **APPROVAL OF MOMENTUM AVIATION COURSES**

The MOMENTUM Design and Skilled Trades Program launched in the 2020-21 school year at Minnetonka High School. This program was designed to offer a variety of pathways for students who are passionate about real world, hands-on learning that can lead to opportunities in the skilled trades. During the previous year, a new facility was built at MHS which opened in January of 2022 to support the expansion of programs. For the 2022-23 school year, four pathways were offered: Construction Systems, Manufacturing, Design, and Transportation. With the construction of the new VANTAGE and MOMENTUM building underway, the MOMENTUM leadership team continues to develop the MOMENTUM program including identification of additional pathways that are responsive to student interests and needs while aligning to the research completed by the team. As MHS Principal Jeff Erickson explained to the Board, for the 2023-24 school year an Aviation/Aeronautics pathway is being introduced, and to support the launch of this pathway, the leadership team is proposing two initial course offerings: Aviation I and Aviation II. With Board approval, these courses will then be added to the 2023-24 Skipper log.

Ambrosen moved, Vitale seconded, that the Board approve the courses. Upon vote being taken thereon, the motion carried unanimously.

9. **APPROVAL OF FY23 AMENDED BUDGET**

Executive Director of Finance and Operations Paul Bourgeois presented this item to the Board. He explained that the District continually monitors actual revenue and expenses against budgeted amounts through the year, and typically makes mid-year budget

adjustments to reflect any changes in revenue and expense projections that have materialized in the first 6-7 months of the year.

Mr. Bourgeois noted that the FY2023 Amended Budget projects the following amounts for the General Operating Fund:

<i>General Operating Fund Revenues</i>	<i>\$149,993,396</i>
<i>General Operating Fund Expenditures</i>	<i>\$149,619,087</i>
<i>Projected Revenues Over (Under) Expenditures</i>	<i>\$ 374,309</i>
<i>Net Change in Fund Balance</i>	<i>\$ 374,309</i>
<i>Projected Ending Unassigned Fund Balance</i>	<i>\$ 23,000,676</i>
<i>Unassigned Fund Balance as Percent of Expenses</i>	<i>15.4%</i>
<i>Net Change in Unassigned Fund Balance From FY23</i>	<i>\$ 1,145,142</i>

Mr. Bourgeois then went over amended budgets for the Nutrition Services Fund, Community Services Fund, Capital Expenditures Fund, Debt Service Fund, Fiduciary Funds-Donations, Athletic Equipment Fund, Self-Insurance Health & Dental Fund, Other Post-Employment Benefits Fund, Arts Center Fund, Dome Operations Fund, Aquatics Fund, Pagel Center Operations Fund, Long Term Facilities Maintenance Fund, Building Construction Fund, OPEB Bonds Debt Service Fund, and Capital Projects Technology Fund.

Remucal moved, Lee-O'Halloran seconded, that the Board approve the following motion:

BE IT RESOLVED, that the School Board of Minnetonka Independent School District 276 does hereby approve amendments to the Fiscal Year 2023 Budget for all funds as presented in the District fund projections for Fiscal Year 2023 as of January 12, 2023, including General Operating Fund Revenues of \$149,993,396 and General Operating Fund Expenditures of \$149,619,087.

Upon vote being taken thereon, the motion carried unanimously.

10. APPROVAL OF SALE OF 2023A COP BONDS FOR MISCELLANEOUS PROJECTS

Mr. Bourgeois presented this item to the Board. He explained that at the School Board meeting of December 1, 2022, the School Board had authorized the sale of the \$1,850,000 Par Value 2023A Certificates of Participation Bonds to fund five small facilities projects at Excelsior Elementary School, Scenic Heights Elementary School, Minnetonka Middle School East and Minnetonka Middle School West. The estimated interest rate of the bonds at that time was 6.30%.

The 2023A Certificates of Participation bonds were sold on January 4, 2023 at a Total Interest Cost of 5.50%. Mr. Bourgeois noted that even though that rate is higher than what we've been accustomed to the last few years, it was still a great rate. He recommended that the

Board approve the sale resolution as prepared by the district's bond counsel Dorsey & Whitney.

Lee-O'Halloran moved, Selinger seconded, that the Board approve the resolution as presented. Upon vote being taken thereon, the motion carried unanimously.

11. **ACCEPTANCE OF BID FOR EXCELSIOR CLASSROOM MODIFICATION**

Mr. Bourgeois presented this item to the Board. He began by noting that the former staff lounge area at Excelsior Elementary School has been repurposed as a small classroom for the FY23 school year. Modifications to the area to provide additional space for the classroom out of existing small group rooms and the capturing of existing space in the west foyer for small group rooms are being proposed to support the instructional needs for the students that will occupy that classroom going forward. The Initial estimate of the construction cost by ATSR Architects was \$700,000, with the project to be funded out of the 2023A Certificates of Participation Bonds.

Bids were opened at 2:00 PM on Tuesday, December 20, 2022. Seven bids were received for the project as follows:

<i>Construction Results Corporation</i>	<i>\$456,220.00</i>
<i>Morcon Construction</i>	<i>\$482,382.00</i>
<i>Greiner Construction</i>	<i>\$484,000.00</i>
<i>Dering Pierson Group</i>	<i>\$491,900.00</i>
<i>Parkos Construction</i>	<i>\$521,800.00</i>
<i>Versacon, Inc.</i>	<i>\$545,000.00</i>
<i>CM Construction Company, Inc.</i>	<i>\$548,800.00</i>

Mr. Bourgeois recommended that the Board approve the low bid.

Vitale moved, Ambrosen seconded, that the Board approve the following motion:

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby accept the low bid of Construction Results Corporation in the amount of \$456,220.00 for classroom modifications at Excelsior Elementary School in summer 2023.

Upon vote being taken thereon, the motion carried unanimously.

12. **CONSENT AGENDA**

Ambrosen moved, Selinger seconded, that the School Board approve the following recommendations included within the following Consent Agenda items:

- Minutes of December 1, 2022 Regular Meeting
- Study Session Summary of December 15, 2022
- Payment of Bills – in the sum of \$8,122,455.27

- Recommended Personnel Items
- Gifts and Donations for December 2022: \$10.40 from Kiddywampus, Inc. to be placed in the Deephaven Elementary Student Need Fund. \$200.00 from the Blackbaud Giving Fund to be placed in the MHS Principal Discretionary Fund. \$97.10 from Morgan Welker, \$97.10 from Chelsea Jones, and \$97.90 from Alena Yankouskaya; all to be placed in the Minnewashta Elementary School Principal Discretionary Fund. \$103.00 from American Online Giving Foundation, \$75.00 from Benevity, Inc., and \$33.32 from Frontstream; all to be placed in the Groveland Elementary School Principal Discretionary Fund. \$1,000.00 from Family Friends to be placed in the Minnetonka Nutrition Services Fund. Donations of \$250 each from the Minnetonka Skippers Booster Club to be given to the following MHS student clubs: Human Rights Club, American Red Cross Club, Hispanic Student Union, Fencing Club, Marching Band, and Jazz Ensemble. \$48.62 from Brent Rickenbach, \$59.40 from Ashley Parker, \$105.00 from Ryan Majkrzak, \$349.39 from Lin Fan, \$32.95 from Chan Kim, \$116.68 from Kurt Hoddinot, and \$60.00 from the Blackbaud Giving Fund, all to be placed in the Scenic Heights Elementary School Principal Discretionary Fund. \$50.00 from the Blackbaud Giving Fund to be placed in the MME Principal Discretionary Fund. A Celestron telescope from Marge Page to be placed in the MHS Science Department. \$1,000.00 from the Kopp Family Foundation, \$1,000.00 from Seed Company, \$300.00 from MME PTA, and \$300.00 from the Clear Springs PTO; all to be placed in the MME Community Night Fund. \$200.00 from Minnetonka Preschool & ECFE PTO to be placed in the MME Resource Fair Fund. \$950.00 from Robert Bodal to be placed in the Minnetonka Community Education Rake-a-thon Fund. \$300.00 from Tim Litfin and \$20.00 from Chrystal Marty, both to be placed in the MCE Playground Fund. \$25.78 from King Solutions, Inc. to be placed in the MHS Concessions Fund. \$125.00 from Luiza Nicolae & Cargill, and \$8.40 from the Blackbaud Giving Fund; both to be placed in the MMW Principal Discretionary Fund. \$3,000.00 from the Kopp Family Foundation to be placed in the MMW Random Acts of Kindness Fund. Gift cards from the Callahan family to be placed in the MMW Families in Need Fund. \$1,000.00 from Angela Lindberg to be placed in the MHS Theater Fund. \$2,000.00 from Benjamin Nye to be placed in the MHS Girls Tennis & Girls Soccer Funds. \$3,000.00 from Minnetonka Preschool & ECFE PTO to be placed in the Minnetonka Preschool & ECFE Field Trip Fund. \$51.00 from Ann Lien to be placed in the Minnetonka Public Schools General Fund. \$15,000.00 from Meditech, Inc. to be placed in the Minnetonka Public Schools Tonka Online Fund. Total Gifts and Donations thus far for 2022-23: \$406,706.07.
- Electronic Fund Transfers
- Enrollment Limits
- New Course Title Change

Upon vote being taken on the foregoing Consent Agenda items, the motion carried unanimously.

13. **BOARD REPORTS**

None.

14. **SUPERINTENDENT'S REPORT**


Superintendent Law reminded the viewing public of the upcoming Dream Makers event, sponsored by the Minnetonka Foundation. He encouraged the community to attend the event, which is on February 11 at Bavaria Downs in Chaska. Details about the event are on the Minnetonka Foundation website.

15. **ANNOUNCEMENTS**

Board member Vitale reiterated the information about the upcoming Minnetonka Foundation Dream Makers event, which will be in-person for the first time in several years. There will be an online and 'live' auction, as well as great music and refreshments. Tickets for the event, including VIP tickets, can be purchased on the Foundation's website.

16. **ADJOURNMENT**

Ambrosen moved, Remucal seconded, adjournment at 8:30 p.m. Upon vote being taken thereon, the motion carried unanimously.

A handwritten signature in black ink, reading "Katie M. Becker". The signature is written in a cursive style with a horizontal line underneath it.

Katie Becker, Clerk

CONSENT

School Board
Minnetonka I.S.D. #276
5621 County Road 101
Minnetonka, Minnesota

Board Agenda Item X. b

Title: Study Session Summary

Date: February 9, 2023

OVERVIEW:

The summary of the proceedings of the Minnetonka School Board's January 26 Study Session is attached.

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve this summary as presented.

Submitted by: _____



Carrie Voeltz, Executive Assistant
to the Superintendent and School Board

MINNETONKA INDEPENDENT SCHOOL DISTRICT #276
District Service Center
5621 County Road 101
Minnetonka, Minnesota

Summary of January 26, 2023 Study Session

The School Board of Minnetonka Independent School District #276 met in study session at 6:00 p.m. on Thursday, January 26, 2023 in the Community Room at the District Service Center, 5621 County Road 101, Minnetonka, Minnesota. Chairperson Lisa Wagner presided. Other Board members present were Mark Ambrosen, Katie Becker, Patrick Lee-O'Halloran, Michael Remucal, Meghan Selinger, Chris Vitale and Superintendent David Law, ex officio.

UPDATE ON SELF-INSURANCE FUND

Executive Director of Finance and Operations Paul Bourgeois led the discussion. He began by giving some background and history on the Self-Insurance fund. He noted that the District has been self-insured for employee health and dental insurance since July 1, 2002. Self-Insurance for health and dental benefits means the District has its own plan for health and dental benefits, and then contracts out third-party administration for the adjudication of claims. Premiums are contributed by employees out of their bi-weekly paychecks and by matching amounts from their fringe benefits compensation.

Mr. Bourgeois noted that members of the School Board are the trustees of the Self-Insurance Fund. There is a self-insurance advisory committee made up of representatives of all the employee groups of the District. This body makes recommendations to the School Board on annual premium levels and plan benefit levels for the School Board to consider when they are setting the annual premium rates and any plan design changes.

The Self-Insurance Fund has been very beneficial to both the District and employees. Since its inception, annual premium increases have averaged 3.17% over the first 22 years of the Self-Insurance Fund. In FY22, the Self-Insurance Fund finished the year with a cash balance of \$12,736,837 and a fund balance after liability accruals of \$10,643,467.

Mr. Bourgeois said that in the coming weeks, the Self-Insurance Advisory Committee will be reviewing data to come up with a recommendation for premium levels for FY24. Self-insured school districts are also required to solicit request for proposals for third party administrative services every two years. The Self-Insurance Advisory Committee will also be reviewing proposal submittals for third party administrator services during the coming weeks.

Recommendations on premium rates will be reviewed at the February 23 Study Session with final recommendations for approval by the Board at the March 9 regular meeting. This timeline allows for compliance with the Affordable Care Act which requires premium rates

and benefit levels to be known by plan participants at least 90 days before they go into effect, which will be July 1, 2023.

Mr. Bourgeois then shared data with the Board regarding average premium increase history, cumulative rates to trend comparisons, age dispersion of members in the fund, monthly claims expenses for the past five years, average monthly claims per participant, and fund revenues and expenses history.

In the discussion that followed, Board members asked questions regarding how feedback from the various employee groups is handled, and whether the committee looks at comparable school districts' plans and what they offer. Mr. Bourgeois responded that the fringe benefit allocation for employees is always discussed during negotiations with the various employee groups.

CITIZEN INPUT

Chairperson Wagner extended an invitation to members of the audience who wished to address the Board on any topic. No one responded to this invitation to speak.

GOAL DISCUSSION

Chairperson Wagner said that tonight's discussion would focus on the following Board goal:

Excellence in Leadership and Organizational Support

The Minnetonka School District has built a reputation as a national leader in providing exceptional, innovative student programming and unique and diversified pathways for students to experience world-class opportunities and to achieve unrivaled outcomes. The District will strive for excellence in all levels of leadership and organizational support using the following assumptions:

- ***The District will share opportunities, challenges and barriers to implementation and suggest recommendations to address them.***
- ***Staff are critical partners in reaching District goals and will be encouraged to share input and ideas.***
- ***Families are critical partners in their students' educational success and in reaching District goals and will be encouraged to share input and ideas with District leadership.***
- ***Student voice is valued and will be solicited to support District goals, as often as is practical.***

For the 2022-23 school year, this goal will include the following action steps:

- 1) ***Build stronger community trust by informing and engaging District constituents, including students, families, staff and the broad community through outreach and***

engagement opportunities and efforts. To fulfill this expectation and in response to community input the District commits to the following actions:

- a. The District will create new in-person engagement opportunities for community members to connect with District leadership and the Board and will resume Board engagement activities that existed prior to COVID-19.*
 - b. The District will survey residents, families, students and staff regarding their experiences and sentiments about the District, including their access to information about the District and will develop strategies to address any challenges revealed by the data. Further, the School Board will evaluate District policies and procedures related to community engagement.*
 - c. The District will increase communication and engagement with local and statewide elected officials.*
 - d. The District will present a mid-year and year-end communications report to the School Board, summarizing the efforts and communications completed and providing recommendations.*
- 2) Take steps to maximize long-term financial stability and sustainability for the District.*
 - a. The District will provide periodic updates to the Board on the District's finances, including recommendations to improve financial stability.*
 - b. The District will gather information about the voter-approved funding that supports student learning and present options to the School Board for future decision-making.*
- 3) Enhance the District's focus on recruitment and retention of exceptional teachers and staff, to include efforts to create a representative workforce that will enrich the learning environment for all students.*
 - a. The District will provide semi-annual School Board updates on open positions and an annual presentation on recruitment and retention efforts, including information on the use of new platforms for recruitment and summaries of exit interviews.*
 - b. The District will create new in-person engagement opportunities for community members to connect with District leadership and the Board and will resume Board engagement activities that existed prior to COVID-19.*

Specifically, the Board discussed current engagement opportunities for the community to connect with the Board, and how to expand on those opportunities. The following points were made:

- How best to gather information and share it with the community
- When the Board engages with the community, what is the structure? What does that look like? Is that structure transparent and consistent?

- Engagement opportunities in the past – what did those look like, what worked well, what didn't work
- School site visits – important to include student voice
- Representation at site PTO/A meetings
- Board engagement training session with outside consultant
- Leadership styles, how they evolve, what is forward-looking leadership
- Include this topic on the Board's May retreat agenda
- Rotating cycle of school visits?
- Need to formalize the input/feedback from past school site visits
- Possible parent survey re: what the Board should be working on
- Need for the public to understand the parameters of Community Comments and Citizen Input – it is not a dialogue with the Board
- Listening sessions with the community/community organizations
- Need to engage with community members who don't have school-aged children
- Superintendent is currently attending Rotary and Mayors/City Officials meetings
- Need to engage with specific community groups
- Issue of awareness – the Board has extensive reach into the community and the district – but people don't feel that it's that way
- Utilize the "Announcements" portion of Board meetings to inform the community of Board engagement efforts
- COVID affected community engagement
- New families in the District may not be aware of the Board's engagement work
- How can we share information regarding our informal interactions?
- Possible avenues: Sun-Sailor article, School News postcard
- Student input from principals' advisory groups
- More virtual events? Some people are still hesitant to attend in-person events
- Possibly revising language regarding Community Comments and Citizen Input
- Student representatives on the Board?
- Refresh of the School Board webpages
- More information shared at public meetings regarding Study Session discussions
- Board representation at meetings of student organizations
- Great training opportunities at MSBA

ADJOURNMENT

The Board adjourned the Study Session at 7:50 p.m.

CONSENT

**School Board
Minnetonka I.S.D. # 276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item X. c

Title: Payment of Bills

Date: February 9, 2023

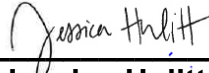
OVERVIEW:

Presented for Board approval are the monthly disbursement totals by fund for Minnetonka Public Schools for the month of December 2022.

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the Board approve the disbursements as presented for the month of December 2022.

Submitted by:



**Jessica Hulitt
Coordinator of Accounting**

Approved by:



**Paul Bourgeois
Executive Director of Finance & Operations**

Concurrence:



**David Law
Superintendent of Schools**

MINNETONKA DISTRICT #276

TO: David Law

FROM: Jessica Hulitt

RE: Payment of Bills – December 2022
Board Meeting Date: February 9, 2023

The following disbursements are submitted for the month of December:

Recommend the payment of bills in the sum of \$12,626,737.55 by check #473690 - #476345 and ACH #222301310 - #222301600, and wire transactions #202200891 - #202201147 as follows:

December		
	FUND	
01	GENERAL FUND	6,923,152.96
02	CHILD NUTRITION	685,422.84
03	PUPIL TRANSPORTATION	404,287.68
04	COMMUNITY SERVICE	398,075.88
05	CAPITAL EXPENDITURE	330,754.17
09	TRUST - FIDUCIARY	1,148,015.63
11	EXTRA/CO-CURRICULAR	74,587.63
12	ATHLETIC FEE	97,409.94
18	CUSTODIAL FUND	46,567.41
20	SELF INSURANCE	115,724.99
40	CULTURAL ARTS CENTER	38,856.84
41	DOMES OPERATIONS	5,250.20
42	AQUATICS PROGRAM	35,403.23
43	PAGEL CENTER	41,826.59
46	LTFM	300,586.97
47	OPEB DEBT SERVICE FUND	1,297,873.00
56	CONSTRUCTION PROJECTS	463,528.31
66	CAPITAL PROJECTS LEVY	219,413.28
		\$ 12,626,737.55
	SALARIES	\$ 8,526,723.63
	TOTAL	\$ 21,153,461.18



Jessica Hulitt

February 2, 2023
Date

SCHOOL BOARD
MINNETONKA I.S.D. #276
5621 County Rd. 101
Minnetonka, MN
Community Room

Board Agenda Item X. d.

TITLE: Recommended Personnel Items

DATE: February 9, 2023

BACKGROUND: Under the authorization of district policy, and the terms and conditions of the collective bargaining agreements between the Minnetonka Public Schools and employee groups recognized under Minnesota law, the executive director for human resources makes recommendations for employment, leaves, employee status changes, and resignations or release from contracts.

Those recommendations of a routine nature are attached in summary fashion. This section includes routine changes affecting an employee under the terms and conditions of the collective bargaining agreements, and new hires that occur between board meetings or are scheduled for the future.

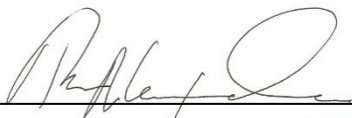
State law requires that the School Board formally approve all personnel actions. At the time of hiring, employees are told that the administration formally recommends employment, and that the employment action is finalized only after Board action. On these routine matters, however, the administration may initiate the change prior to formal Board action in order to provide continuity of service to students.

Personnel changes of an exceptional nature requiring the interpretation of other district policies or laws are marked with an asterisk on the summary page, and have a separate explanation. In these cases, the administration does not take action until after Board action.

FUTURE ACTION/RECOMMENDATION:

The administration recommends approval of all attached personnel changes.

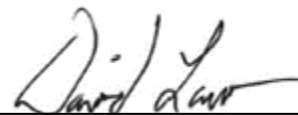
Submitted by:



Tim Alexander

Interim Executive Director of Human Resources

Concurrence by:



David Law
Superintendent

RECOMMENDED PERSONNEL ITEMS

I. INSTRUCTION

APPOINTMENTS	ASSIGNMENT	EFFECTIVE	SALARY
HALL, MARY GRACE	OCCUPATIONAL THERAPIST, 1.0 FTE, CS/DISTRICT	2/1/23-5/22/23	\$25,462.84
MURPHY, DANIEL	ART, 0.4 FTE, MHS	1/30/23-6/9/23	\$9,135.07
O'KANE, KATHERINE	GRADE 3, 0.5 FTE, GR	10/12/22-6/9/23	\$27,466.59

RESIGNATIONS	ASSIGNMENT	EFFECTIVE	REASON
FORST, JENIFER	KINDERGARTEN, 1.0 FTE, CS	6/9/23	RESIGNATION
FUJINAKA SOLE, CAROLINA MIDORI	GRADE 5 SPANISH IMMERSION, 1.0 FTE, CS	6/9/23	RESIGNATION
MEYER, NANCY	READING, 0.4 FTE, DH	6/9/23	RETIREMENT
MOGCK, HEIDI	SPECIAL ED, 1.0 FTE, MMW	6/9/23	RETIREMENT
OLIVIER, AARON	SOCIAL STUDIES, 1.0 FTE, MHS	2/9/23	RESIGNATION
RYAN, MEGAN	SPECIAL ED, 1.0 FTE, EXC	6/9/23	RESIGNATION
SPRIGGS, MARGARET	GRADE 3, 0.5 FTE, GR	6/9/23	RETIREMENT

LEAVES	ASSIGNMENT	EFFECTIVE	REASON
LATTERELL, CLARE	LANGUAGE ARTS, 0.8 FTE, MMW	1/20/23-5/19/23	CHILD REARING
RICKENBACH, CATHERINE	MATH/READING, 1.0 FTE, SH	1/6/23-2/3/23	FAMILY ILLNESS
WORKMAN, ANDREA	TEACHER INSTRUCTIONAL COACH, 1.0 FTE, MHS/CS/DSC	11/11/22-2/24/23	CHILD REARING

STATUS CHANGES	CURRENT ASSIGNMENT	EFFECTIVE	CHANGE
BERGLAND, MARY	RSK LTS, 1.0 FTE, CS, 1/23/23-4/21/23	1/13/23-4/21/23	UPDATED CONTRACT DATES
COSSETTE, JOE	SCIENCE, 1.0 FTE, MHS	2022-23	ADD: SCIENCE OVERAGE, 0.048 FTE, MHS
CRANDELL, KATHRYN	SCIENCE, 0.12 FTE, MHS OVERAGE, 1 ST SEMESTER	1/17/23-3/31/23	GRADE 4 SPANISH IMMERSION, 1.0 FTE, MWTA
FORSTER, SAMUEL	SPANISH IMMERSION ELEM FLOAT, 1.0 FTE, MWTA	1/30/23-6/9/23	MATH, 1.0 FTE, MMW
FREEMAN, REBECCA	RESERVE TEACHER	2/27/23-5/19/23	LANG ARTS LTS, 0.8 FTE, MHS
KALPIN, ELIZABETH	TEACHER ON 1.0 FTE LEAVE OF ABSENCE IN 22-23	2/6/23-5/19/23	LANG ARTS LTS, 0.8 FTE, MMW
QUINONEZ, MARIEL	RESERVE TEACHER	2/15/23-6/9/23	KINDERGARTEN SPANISH IMM, 1.0 FTE, GR
ROWAN, KAREN	SPANISH IMMERSION ELEM FLOAT, 1.0 FTE, GR	1/30/23-6/9/23	SPECIAL ED TEMP, 1.0 FTE, CS
MHS TEACHER OVERAGES FOR	2ND SEMESTER:		
BAHR, NICK	TECH ED/COMPUTER SCIENCE, 1.0 FTE, MHS	1/30/23-6/9/23	TECH ED OVERAGE, 0.12 FTE, MHS
BERGER, LEE	TECH ED, 1.0 FTE, MHS	1/30/23-6/9/23	TECH ED OVERAGE, 0.12 FTE, MHS
CROYLE, JOHN	SOCIAL STUDIES, 1.0 FTE, MHS	1/30/23-6/9/23	SOCIAL STUDIES OVERAGE, 0.12 FTE, MHS
DE LORENZO, ANTHONY	LANG ARTS, 1.0 FTE, MHS	1/30/23-6/9/23	LANG ARTS OVERAGE, 0.12 FTE, MHS
DONALD, JIM	MATH, 1.0 FTE, MHS	1/30/23-6/9/23	MATH OVERAGE, 0.12 FTE, MHS
IVY, TRACY	ASL, 1.0 FTE, MHS	1/30/23-6/9/23	ASL OVERAGE, 0.12 FTE, MHS
LEWIS, LISA	LANG ARTS, 1.0 FTE, MHS	1/30/23-6/9/23	LANG ARTS OVERAGE, 0.12 FTE, MHS
OHRT, KATE	MATH, 1.0 FTE, MHS	1/30/23-6/9/23	MATH OVERAGE, 0.12 FTE, MHS
OLSON, PAUL	ART, 1.0 FTE, MHS	1/30/23-6/9/23	ART OVERAGE, 0.12 FTE, MHS
RISTAU, STEVE	SOCIAL STUDIES, 1.0 FTE, MHS	1/30/23-6/9/23	SOCIAL STUDIES OVERAGE, 0.12 FTE, MHS
ROSEN, PAUL	MUSIC, 1.0 FTE, MMW/MHS	1/30/23-6/9/23	MUSIC OVERAGE, 0.12 FTE, MHS
WACKER, GWYNNETH	SCIENCE, 1.0 FTE, MHS	1/30/23-6/9/23	SCIENCE OVERAGE, 0.12 FTE, MHS
WIITALA, NIKKI	MATH, 1.0 FTE, MHS	1/30/23-6/9/23	MATH OVERAGE, 0.12 FTE, MHS

II. BUSINESS AND OTHER NON-INSTRUCTIONAL SERVICES

APPOINTMENTS	ASSIGNMENT	EFFECTIVE	SALARY
HASHBARGER, OLIVIA	EXPLORERS CLUB STUD ASST, 10 HRS/WK, MWTA	1/6/23	\$11.00/HR
HATZUNG, HENLEY	SWIM INSTRUCTOR AND REC TEAM COACH, 10-15 HRS/WK, AQUATICS	1/8/23	\$14.00/HR
KOWAL, LILLIAN	LIFEGUARD, AS NEEDED, AQUATICS	1/8/23	\$14.00/HR
LEOPOLD, CANDACE	VANTAGE NURSE NAR INSTRUCTOR, 2-4 HRS/WK, VANTAGE	1/3/23	\$40.00/HR
MACKEY, LUCY	EXPLORERS CLUB PRGM AIDE, 24 HRS/WK, MCEC	1/17/13	\$15.00/HR
MANTOLES, ANNA	LEVEL II RECEPTIONIST, 8 HRS/DAY, MHS	2/1/23	\$21.50/HR
MCSHANE, SAMANTHA	EXPLORERS CLUB BEHAVIOR ASST, 32 HRS/WK, MCEC	1/24/23	\$20.00/HR
NEUMAN, ROBERT	GYM SUPERVISOR, 6-8 HRS/WK, MCEC	1/21/23	\$18.00/HR

PULLEN, TERI	COOK HELPER, 4 HRS/DAY, MHS	1/30/23	\$19.32/HR
STOLZ, IONE	SWIM INSTRUCTOR, 15 HRS/WK, AQUATICS	1/8/23	\$14.00/HR
STURGEON, AUDRI	EXPLORERS CLUB PRGM ASST, 9 HRS/WK, EXC	1/23/23	\$17.00/HR
SUARE, ARWEN	SWIM INSTRUCTOR, 15 HRS/WK, AQUATICS	1/22/23	\$14.00/HR
SUCHY, STELLA	SWIM INSTRUCTOR AND REC TEAM COACH, HOURS VARY, AQUATICS	4/16/23	\$14.00/HR
SWEENEY, DIANA	COOK HELPER, 4 HRS/DAY, MHS	1/17/23	\$19.32/HR
WALSTROM, HALEY	SWIM INSTRUCTOR AND REC TEAM COACH, 10-15 HRS/WK, AQUATICS	1/8/23	\$14.00/HR
WALSTROM, MARY ANN	COOK HELPER, 4 HRS/DAY, MWTA	1/25/23	\$19.32/HR
YU, LING	CLASS B SUPVRY PARA, 5.5 HRS/DAY, MME	1/19/23	\$18.44/HR
ZHENG, XIN	CLASS B SUPVRY PARA, 3 HRS/DAY, MME	1/9/23	\$20.74/HR
	CLASS C CHINESE IMM PARA, 3 HRS/DAY, MME		\$21.92/HR

RESIGNATIONS	ASSIGNMENT	EFFECTIVE	REASON
CODY, DIANE	COOK HELPER, 6 HRS/DAY, SH	3/10/23	RETIREMENT
CZISNY, CLAYTON	EXPLORERS CLUB SITE SUPVR, 8 HRS/DAY, MWTA	1/26/23	RESIGNATION
IVANOV, ALISA	SWIMM INSTRUCTOR, 15 HRS/WK, AQUATICS	2/11/23	RESIGNATION
TROUT, PHIL	COLLEGE COUNSELOR, 1.0 FTE, MHS	6/30/23	RETIREMENT

LEAVES	ASSIGNMENT	EFFECTIVE	REASON
BELL, BRITTANY	EXPLORERS CLUB SITE SUPVR, 8 HRS/DAY, CS	2/18/23 X 12 WEEKS	CHILD REARING
ROCHE, ARANTXA	CLASS C SPANISH IMM KINDER PARA, 3 HRS/DAY, MWTA	4/30/23-6/8/23	CHILD REARING
	CLASS D BUS/TRAFFIC/SPECIAL ED PARA, 3 HRS 55 MIN/DAY, MWTA		

STATUS CHANGES	CURRENT ASSIGNMENT	EFFECTIVE	CHANGE
BROWN, MEGAN	CLASS D SPEC ED PARA, 4 HRS/DAY, EXC	1/11/23	CLASS C NAVIGATOR PARA, 4 HRS/DAY, EXC
GUSTAFSON, ROBIN	CLASS D SPEC ED PARA, 32.5 HRS/WK, SH	1/11/23	CLASS D SPEC ED PARA, 26 HRS/WK, SH
HAMBLIN, MARY	PARA SUB	1/30/23	CLASS D SPEC ED PARA, 6.5 HRS/DAY, EXC
SHEN, JULIE	RESERVE TEACHER/PARA SUB	1/11/23	CLASS D SPEC ED PARA, 6.5 HRS/WK, SH
VARGO, PAULA	CLASS A LR/PG PARA, 3 HRS 20 MIN/DAY, 2 DAYS/WK, CS	1/9/23	CLASS D SPEC ED PARA, 4.5 HRS/DAY, 5 DAYS/WK, CS
WAHL, JEFF	CLASS A LR/PG PARA, 3 HRS 20 MIN/DAY, 3 DAYS/WK, CS	1/9/23	CLASS A LR/PG PARA, 3 HRS 20 MIN/DAY, 5 DAYS/WK, CS

III. IN-DISTRICT APPOINTMENTS

APPOINTMENT	ASSIGNMENT	BUILDING	EFFECTIVE	SALARY
ANDERSON, CHRISTA	DRAMA-SPRING MUSICAL CHOREOGRAPHER	MMW	1/9/23-3/18/23	\$1,752
BEVIS, BENJAMIN	CROSS COUNTRY SKI ASST COACH	MMW	1/3/23-3/9/23	\$1,221
BOYD, SETH	DRAMA-SPRING MUSICAL VOCAL DIRECTOR	MME	12/12/22-3/18/23	\$2,769
CARLSON, ABI	DRAMA-SPRING MUSICAL SOUND AND LIGHTS DESIGNER	MME	12/12/22-3/18/23	\$2,652
FOUTS, JACOB	DRAMA-SPRING MUSICAL PLAY DIRECTOR	MME	12/12/22-3/18/23	\$2,769
GEHRZ, MICHELLE	PIANO ACCOMPANIST	MHS	1/20/23	\$30.10/HR, ON 1/30/23: \$32.50/HR
HOKS, PHILIP	DRAMA-SPRING MUSICAL SET DESIGNER	MMW	1/9/23-3/18/23	\$2,888
HOKS, PHILIP	DRAMA-SPRING MUSICAL COSTUME DESIGNER	MMW	1/9/23-3/18/23	\$2,888
JAGODZINSKI, BRODER	STUDENT REFEREE	MCEC	12/3/22	\$15.00/GAME
JANSEN, MATT	DRAMA-SPRING MUSICAL LIGHT AND SOUND DESIGNER	MMW	1/9/23-3/18/23	\$2,888
JOE, AMY	DRAMA-SPRING MUSICAL COSTUME DESIGNER	MME	12/12/22-3/18/23	\$2,888
JOE, AMY	DRAMA-SPRING MUSICAL PLAY DIRECTOR	MME	12/12/22-3/18/23	\$2,888
KIRLEY, KATIE	DRAMA-SPRING MUSICAL ASST PLAY DIRECTOR	MMW	1/9/23-3/18/23	\$2,130
KUSAR, LUKE	STUDENT REFEREE	MCEC	12/17/22	\$15.00/GAME
LANGER, MATTHEW	LEAD REFEREE	MCEC	12/3/22	\$25.00/GAME
MCALLISTER, LIZ	DRAMA-SPRING MUSICAL DIRECOTR	MME	12/12/22-3/18/23	\$4,025
MCCALLY, JENNY	DRAMA-SPRING MUSICAL PRODUCTION ASST	MMW	1/19/23-3/18/23	\$1,516
MENKE, JENA	DRAMA-SPRING MUSICAL VOCAL DIRECTOR	MMW	1/9/23-3/18/23	\$2,652
MIKLETHUN, SARA FISH	CROSS COUNTRY SKI ASST COACH	MMW	1/3/23-3/9/23	\$1,221
NAU, ANDREW	DRAMA-SPRING MUSICAL STAGE MGR	MMW	1/9/23-3/18/23	\$1,516

PITTEL, DANIELLE	DRAMA-SPRING MUSICAL DIRECTOR	MMW	1/9/23-3/18/23	\$4,025
ROGERS, WILL	STUDENT REFEREE	MCEC	12/3/22	\$15.00/GAME
TRIPP, KELLEY	DRAMA-SPRING MUSICAL CHOREOGRAPHER	MME	12/12/22-3/18/23	\$1,752
WERDAHL, KARIN	PIANO ACCOMPANIST-ELEM CORE CHOIR	CS	2022-23	\$2,380
WILSON, KRISTOPHER	ARCHERY INSTRUCTOR	MMW	1/9/23	\$22.46/HR

**School Board
Minnetonka ISD #276
5621 County Road 101
Minnetonka, Minnesota**

Board Agenda Item X. e

Title: Gifts and Donations

Date: February 9, 2023

EXECUTIVE SUMMARY:

In accordance with Minnetonka School District Policy #706, the Minnetonka School District encourages gifts and donations to enhance quality education to both students and residents. The School Board makes the final determination on the acceptability of a gift or donation. All gifts and donations become District No. 276 property under the complete authority of the Minnetonka School Board.

RECOMMENDATION: That the School Board accepts the following donations to be placed in the Deephaven Elementary Birthday Books Fund:

Deephaven PTA	\$5491.00
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RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnewashta Elementary School Principal Discretionary Fund:

Jessica Cossalter	\$140.00
Rebecca Weaver	\$34.65
Cheryl Knaut	\$99.00

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Groveland Elementary School Principal Discretionary Fund:

American Online Giving Foundation	\$428.50
MightyCause Charitable Foundation	\$120.00
The Blackbaud Giving Fund	\$126.00

RECOMMENDATION: That the School Board accepts donations from the Minnetonka Skippers Booster Club for the following clubs:

MHS Archery Club	\$250.00
MHS Crochet for Charity Club	\$250.00
MHS DECA	\$250.00
MHS Design & Lettering Club	\$250.00
MHS Latin Club	\$250.00
MHS Letter of Love Club	\$250.00
MHS Tonka Breezes	\$250.00
MHS Medical Exploration Club	\$250.00
MHS Tonka Serves Steering Committee	\$250.00
MHS Service Club Imagine	\$250.00

RECOMMENDATION: That the School Board accepts the following donations to be placed in the Scenic Heights Elementary School Principal Discretionary Fund:

Brent Rickenbach	\$48.62
Nadia Hasan	\$148.50
Kristi Nokken-Hollands	\$89.10
American Online Giving Foundation	\$94.94

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Deephaven Elementary Principal Discretionary Fund:

Target c/o Cyber Grants, LLC	\$20.00
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RECOMMENDATION: That the School Board accepts the following donation to be placed in the Clear Springs Elementary Principal Discretionary Fund:

MightyCause Charitable Foundation	\$45.00
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RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka Middle School East Community Night Fund:

Groveland PTO	\$300.00
MMW PTO	\$300.00

RECOMMENDATION: That the School Board accepts the following donations to be placed in the Minnetonka Community Education Fund:

Jimmie Sneed	\$100.00
Bobby & Frankie Hogue	\$100.00
Zvago Cooperative of Glen Lake	\$120.00

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka High School Theater Fund:

Cambria Co, LLC	\$9700.00
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RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka High School Athletic Funds for Assistant Coach Pay:

Girls Soccer Booster Club	\$5445.44
Minnetonka Girls Basketball Association	\$5500.00
Minnetonka Volleyball Booster Club	\$4065.99
Minnetonka Hoops Booster Club, Inc.	\$12,765.33
Minnetonka Touchdown Club	\$40,302.50
Minnetonka Track & Field and Cross-Country Association	\$4807.38

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka Preschool & ECFE Scholarships Fund:

Kopp Family Foundation	\$4095.00
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RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka High School Random Acts of Kindness Fund:

Kopp Family Foundation \$1500.00

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka High School Scholarships Fund:

Minnetonka Lions Club \$1000.00

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Groveland Elementary School Enrichment Fund:

Groveland PTO \$2467.50

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Groveland Elementary School Read-a-Thon Prize Fund:

Groveland PTO \$489.95

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka High School Robotics Team Fund:

CVS Health Foundation \$1000.00

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka Swim Club Account:

We Got Game Sports Photography \$495.00

RECOMMENDATION: That the School Board accepts the following donation to Minnewashta Elementary School :

Lakewinds Co-op Fruit
Wonderful Citrus Mandarin Oranges

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka Swim Account:

Anchor Club \$2500.00

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka Special Education Department:

AbelNet, Inc. Switch Activated Toys

TOTAL GIFTS AND DONATIONS FOR 2022-2023* = **\$436,056.18**

*Total amount reflects gifts & donations submitted for board approval in 2022-2023.

Submitted by: 
Paul Bourgeois, Executive Director of Finance & Operations

CONSENT

School Board
Minnetonka I.S.D. #276
5621 County Road 101
Minnetonka, Minnesota

Board Agenda Item X. f

Title: Electronic Fund Transfers

Date: February 9, 2023

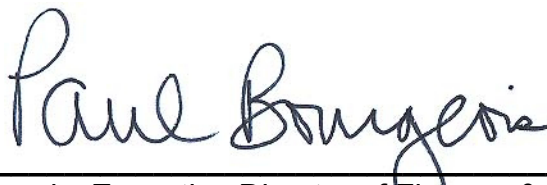
EXECUTIVE SUMMARY:

Minnesota Statute 471.38 requires that a list of electronic fund transfers be submitted to the School Board each month for approval.

RECOMMENDATION:

It is recommended that the School Board approve the attached automatic withdrawals and investments from the General Fund for December 2022.

Submitted by:



Paul Bourgeois, Executive Director of Finance & Operations

DECEMBER 2022 FROM GENERAL FUND				
DATE	PAYEE			AMOUNT
12/2/2022	AP Payment			867,009.71
12/5/2022	Delta Dental			12,419.60
12/5/2022	Claims Health Partners			296,248.55
12/9/2022	Deluxe Business Systems			149.09
12/9/2022	AP Payment			174,940.67
12/9/2022	Wex			18,040.85
12/12/2022	Delta Dental			20,611.58
12/12/2022	Claims Health Partners			229,563.81
12/13/2022	Payroll			2,841,092.89
12/14/2022	Health Partners Admin Fees			76,308.10
12/15/2022	Solutran Healthy Savings			4,246.62
12/16/2022	AP Payment			69,800.82
12/16/2022	Wex			14,219.99
12/19/2022	Delta Dental			17,709.41
12/19/2022	Claims Health Partners			374,632.88
12/21/2022	Delta Dental Admin Fees			6,778.75
12/23/2022	AP Payment			160,718.89
12/23/2022	Wex			13,810.39
12/27/2022	Payroll			2,884,177.97
12/27/2022	Claims Health Partners			298,684.38
12/29/2022	Delta Dental			18,677.28
12/30/2022	AP Payment			131,996.00
12/30/2022	Wex			7,535.78
12/30/2022	Wex Admin Fees			4,007.00
DEC	Postage Charges			2,804.00
DEC	Art Center CC Processing Fees			1,171.66
DEC	Mtka Webstore CC Processing Fees			23,963.44
DEC	Athletic CC Processing Fees			3,333.94
DEC	MCEC Credit Card Processing Fees			33,061.55
DEC	Bank Monthly Service Charge			1,333.14
DEC	Alerus San Loan Payment			109,400.00
				\$ 8,718,448.74
NOVEMBER				
INVESTMENT		MATURITY	INTEREST	ENDING
DESCRIPTION	BANK	DATE	RATE	BALANCE
Money Market	Alerus Bank ICS Savings	NA	1.50%	5,621,490.66
Money Market	MSDLAF+ Liquid Class	NA	4.10%	13,670.98
Money Market	MSDLAF+ MAX Class	NA	0.35%	-
Term	MSDLAF	NA	Var	57,683,090.04
CD	MSDLAF	NA	0.25%	-
Money Market	PMA IS	NA	3.87%	11,305,245.50
Term	PMA MN Trust Term Series	NA	0.00%	-
Municipal Bonds	Northland Securities	NA	1.52%	630,860.55
Various	Wells Fargo OPEB	NA	Var	14,731,337.18
				\$ 89,985,694.91

School Board
Minnetonka I.S.D. #276
5621 County Road 101
Minnetonka, Minnesota

Board Agenda Item X. g

Title: American Indian Parent Committee Resolution

Date: February 9, 2023

EXECUTIVE SUMMARY:

In compliance with Minnesota Statute Section 124D.78, all school districts must submit a resolution of concurrence by the American Indian Parent Advisory Committee to the Minnesota Department of Education prior to March 1 each year.

CONTEXT/BACKGROUND:

Minnesota Statute Section 124D.78 states, "School Boards and American Indian schools must provide for the maximum involvement of children enrolled in education programs, programs of elementary and secondary grades, special education programs, and support services. Accordingly, the board of a school district in which there are ten or more American Indian children enrolled and each American Indian school must establish a parent committee." This advisory committee's charge includes reviewing Indian education programs and resources, providing feedback, and submitting an annual resolution to the School Board.

The American Indian Parent Advisory Committee met on February 1, 2023, and expressed continued support for Minnetonka Public Schools' 2022-23 Indian Education Program Plan (IEPP) and programs. This plan, which serves the academic and cultural needs of Minnetonka's American Indian students, received final approval by the Minnesota Department of Education on Monday, January 30, 2023. Specifically, the plan and associated programs support academic achievement, postsecondary preparation, cultural heritage, and the broader needs and interests of American Indian students. A partnership with Minnetonka Community Education continues to provide additional academic, career, and college planning opportunities for American Indian students.

On behalf of the American Indian Parent Advisory Committee, Chairperson Veronica Gillespie and Director of Curriculum Steve Urbanski respectfully submit the 2022-23 Resolution of Concurrence.

ATTACHMENT:

2022-23 Resolution of Concurrence

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board accept the American Indian Parent Committee's Resolution of Concurrence.

Submitted by: _____



Steven Urbanski, Director of Curriculum

Concurrence: _____



David Law, Superintendent

The American Indian Parent Advisory Committee Resolution

WHEREAS, the school board or district has an AIPAC composed of parents/guardians of American Indian children who are eligible for Indian education programs, American Indian language and culture teachers and paraprofessionals, American Indian teachers, American Indian counselors, American Indian adults enrolled in educational programming, and American Indian representatives from community;

WHEREAS, the school board or district affords the AIPAC the necessary information and the opportunity to effectively express their views concerning all aspects of American Indian education and the educational needs of the American Indian children enrolled in the school(s) and program(s); and,

WHEREAS, the AIPAC is directly involved with and advises the school board and district staff on Indian Education program planning; and,

WHEREAS, the AIPAC develops and submits recommendations to the school board and district staff pertaining to the needs of American Indian students.

THEREFORE BE IT RESOLVED, that the AIPAC concurs that the school board and district are compliant with Minnesota Statutes, section 124D.78, and that the school board and district are meeting the needs of American Indian students.

☒ **We, the American Indian Parent Advisory Committee**, issue a **Vote of Concurrence**. We attest that the school board and/or district are compliant with Minnesota Statutes and that the school board and/or district are meeting the needs of American Indian students; **or**,

☐ **We, the American Indian Parent Advisory Committee**, issue a **Vote of Nonconcurrence**. We attest that the school board and/or district are not compliant with Minnesota Statutes and that the school board and/or district are not meeting the needs of American Indian students. We have provided written recommendations for improvements to the school board, and we acknowledge that the school board has 60 days from the receipt of these recommendations in which to respond, in writing, to each recommendation.



AIPAC Chairperson Printed Name and Signature

2-1-2023

Date