

SCHOOL BOARD MEETING

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

www.minnetonkaschools.org

June 1, 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)

- 6:20 Recognitions: Adapted Bowling Team and State Qualifiers; Robotics Team State and National Qualifiers; Archery National Qualifiers; Middle School Science Bowl National Competition Participants (4th Place); Le Grand Concours Medal Recipients; ACDA Honors Choir Participants; High School All-State Music/Honors Ensemble qualifiers from Band, Orchestra and Choir; Best Community for Music Education from the NAMM Foundation; National Board Certified Teachers; Best Buddies State-Level Outstanding Elementary Chapter of the Year for Excelsior Elementary
- 7:00 I. Call of Regular Meeting to Order
- II. Pledge to the Flag
- III. Adoption of the Agenda
- 7:00 IV. School Reports: Clear Springs and Minnewashta
- 7:30 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.
- 7:30 VI. Approval of Waivers of Physical Education Requirements
- 7:35 VII. Acceptance of MHS Class of 2023 Graduates
- 7:40 VIII. Preview of Tour de Tonka
- 7:50 IX. First Read of 2023-24 School Board Goals
- 8:00 X. Approval of Program Space for MOMENTUM Aviation Strand
- 8:15 XI. Approval of Review and Comment Submission for Potential Capital Projects Referendum
- 8:25 XII. Review of FY24 Budget
- 9:10 XIII. Approval of Policy #707: Transportation of Public School Students

- 9:15 XIV. Approval of MMW Roundabout Funding
- 9:20 XV. CONSENT AGENDA
- a. Minutes of May 4, 2023 Regular Meeting
 - b. Payment of Bills
 - c. Recommended Personnel Items
 - d. Gifts and Donations
 - e. Electronic Fund Transfers
 - f. MOMENTUM-Diamond Club Partnership Agreement
 - g. MDE Form of Ten-Year LTFM Plan
 - h. Individual Contracts
 - i. Individual Pay Changes
 - j. Easement Extension for Met Council at Excelsior Elementary
 - k. Nonpublic School Transportation Reimbursement
 - l. Resolution for Membership in the MN State High School League
 - m. 2022-23 Q-Comp Report
 - n. Sale of Used MacBooks
 - o. Policy #432: Confidential Support Staff
 - p. Policy #440: Handbook for MCE and/or Aquatics Employees
 - q. iPad Lease Purchase for Grades K-3
 - r. Authorizing & Reimbursement Resolution for 2023B Long-Term Facilities Maintenance Bonds
- 9:20 XVI. Board Reports
- 9:25 XVII. Superintendent's Report
- 9:30 XVIII. Announcements
- 9:30 XIX. Adjournment to Closed Sessions
(to discuss negotiations with the Minnesota Teachers Association as provided by Minn. Stat.13D.03 and to discuss an attorney client privileged matter relating to the non-renewal of a coach pursuant to Minn. Stat. 13D.05.)

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 the meeting agenda—except for the Consent Agenda and/or information that personally identifies or violates the privacy rights of an individual—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 who 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 clarifying questions of you in order to gain a thorough understanding of your concern, suggestion or request. If there is any response or follow-up to your comment or suggestion, you will be contacted via email or phone by a member of the Board or administration in a timely manner.
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 or executive director of the department, 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: Clear Springs and Minnewashta

Date: June 1, 2023

EXECUTIVE SUMMARY

Clear Springs is delighted to present, "A First Year in Minnetonka." Four employees will talk about their experiences as a first-year educator in Minnetonka and at Clear Springs.

Minnewashta administrators will reflect on the 2022-23 school year. Their presentation will highlight Minnewashta's purposeful work that supports the District's Board goal centered around student well-being and belonging.

Submitted by: _____



David Law, Superintendent

ACTION

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

Board Agenda Item VI.

**Title: Approval of Waivers of the
Physical Education Requirement**

Date: June 1, 2023

OVERVIEW:

In December of 2007 the School Board approved a Physical Education Waiver provided students met certain requirements. Mr. Jeffrey Erickson, Principal at Minnetonka High School, certifies that the students listed on the attached document have met the requirements in order to be granted a waiver.

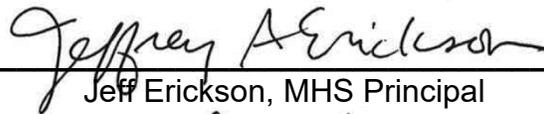
ATTACHMENTS:

Certification Letter from Principal Erickson
List of Students to be Granted a Waiver

RECOMMENDATION/FUTURE DIRECTON:

It is recommended that the School Board approve the Physical Education Waiver for the attached list of students.

Submitted by: _____


Jeff Erickson, MHS Principal

Concurrence: _____


David Law, Superintendent



Minnetonka High School
18301 Highway 7
Minnetonka MN 55345
952-401-5700
Minnetonkaschools.org

May 25, 2023

Request for Physical Education Waiver

Superintendent Law,

I am requesting a waiver for physical education activity for the following students based on the policy implemented. All of these seniors created an activity plan, logged their activities and secured parent signatures or coaches' verification before presenting them to me for final approval.

In each case, the student expressed thanks to the Board for the flexibility this plan afforded them. I believe the focus of the plan, to guarantee at least 85 hours of physical activity without being confined to a traditional classroom setting, was met by each participant. The strength of the plan is in its ability to differentiate; each participant was able to pursue activities that were meaningful to them.

On behalf of these students and their parents I wish to thank the Board for their flexibility and insight that allowed these scholars the ability to reach all of their academic goals while still fulfilling the physical education requirements.

Respectfully,

A handwritten signature in black ink, appearing to read "Jeff Erickson".

Jeff Erickson, Principal
Minnetonka High School

CLASS OF 2023 – PE WAIVERS

Zaid Abdul-Field
Bryce Alexander
Ashlyn Baker
Marley Barrett
Kate Briesemeister
Peter Ciaccio
Aiden Chong
Aaron Cleary
Charlotte Erickson
Carter Friese
Molly Geldert
Caleb Hunter
Piper Hoppe
Declan Halloran
Ryan Holzer
Alex Janes
Lydia Kahsay
Meghan Jurgens
Sam Louwagie
Jack McCally
Emilija Medziukaite
Antonis Pappas
Jonathan Ose
Alia Peterson
Jacob Roberts
Juliana Roesner
Jack Salo
Max Schissel
Joe Rosenstein
Luke Rowen
Ella Rush
Talia Rodich
Addison Stroh
Isabelle Stroh

Sohum Sodhi
Kate Simington
Isabela Snow
Saloni Somia
Winona Stone
Nigel Yu
Luke Williams
Owen Wilkinson
Evan Wenzel
Annamarie Wacker
Max Westerland
Annie Zhao
Jerry Zhang
Rae Vaughn
Leta Vega
Isaac Wilkey

APPROVAL

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

Board Agenda Item VII.

Title: Acceptance of MHS Class of 2023 Graduates

Date: June 1, 2023

OVERVIEW

The School Board gives final authorization to all students who have completed the District's requirement for graduation. The list is attached.

RECOMMENDATION/FUTURE DIRECTION:

Approve all names submitted by Jeffrey Erickson, Principal of Minnetonka High School.

Submitted By: _____



David Law, Superintendent

CLASS OF 2023

CELIA AASHEIM

MAYSA ABASOVA

DANIYAH ABDALLA

HASSAN ABDI

HUSSEIN ABDI

ZAID ABDUL-FIELD

AISHA ABDULWALI

PARKER ADAM

ALLISON ADAMEK

ADELE ADAMS

JOSEPH ADAMS

LUJAYN AHMED

MOHAMED AHMED

REAGAN ALEMAN

BRYCE ALEXANDER

NELL ALLEN

TYSON ALLEN

JACK ALLENBURG

CHLOE ALPAUGH

AZ ALTO-PEDERSON

JACKSON ALTRICHTER

REILLY ALVORD

ELLE ANACKER

HANNA ANDERLA

ANELISA ANDERSON

EMMA MARY ANDERSON

EMMA PING NI ANDERSON

LUKE ANDERSON

NOAH ANDERSON

SIERRA ANDERSON

WILLIAM ANDERSON

ZARIYA ANDERSON

ELLIE ANLAUF

FRANCISCA ARTEAGA

OWEN ASCHOFF

SYDNEY ASCHOFF

REID ASPLUND

JOY AUTIO

LEZLY AVILES BLANCO

TOBIAS BAARS

LILY BAEBENROTH

JACOB BAIER

BARBARA BAILEY

LAUREN BAINES

MATILDA BAK

ASHLYN BAKER

TAVHIDAKHON BAKHTIYORZODA

CHARLES BALLBACH

MIA BANKS

NATALIA BARBIERI

ENZO BARIOTTO-CICH

ABIGAIL BARNIER

MAGGIE BARRETT

MARLEY BARRETT

AUDREY BARTON

AIDAN BARTZ

CLASS OF 2023

MEGHAN BECKER

CHRISTOPHER BELHOUSE

AMIT BEN HARUSH

JOSHUA BENBOW

CHARLES BENDELL

CHRISTOPHER BENGRY

LOGAN BENIEK

PIPER BENNING

KOLE BENSON

KATE BERCHILD

ILANA BERLIN

KATRINA BERNECK

COLE BERWANGER

CAMILLE BEYAH

MILLIE EYERSDORF

LAUREN BHAT

ROWAN BICKETT

EDWARD BIXBY

WILLIAM BLANKS

EVAN BLUMBERG

AARON BODGER

AIDAN BOEHLE

RILEY BOEMER

LEO BOIME

GRANT BONGARD

SAWYER BOOTON

WILLIAM BORCHART

DANIEL BORISOV

SEAN BRADBURN

JACK PAUL BRAKEMEIER

DAVID BRANDT

DYLAN BRAUN

ADAM BRAVO

LUCY BRECKHEIMER

SUMMER BREDAEI

NICHOLAS BREITLING

ELISE BRETON

ELLA BRICKER

SYLVIA BRIDGE

KATE BRIESEMEISTER

SARIAH BROADBENT

SYDNEY BRUNES

RANDOLPH BRUNET

MATTHEW BUNDE

LYDIA BURCHILL

BENJAMIN BURNS

AUDREY BURTON

ELVIRA BURTUS MOLIN

AMELIA BUSSEY

AILYNE CABA

TOOTIE CADE

JALEN CAIN

JACK CALLINAN

KEELY CAMPUZANO

ELENA CANTWELL

MARCUS CARLSON

CLASS OF 2023

CIARA CARROLL

SEAN CARROLL

CLAIRE CASHMAN

ISABELLE CHABIN

SONAKSHI CHAUHAN

ETHAN CHEN

MICHAEL CHERIAN

ANYA CHERRYHOMES

KATRINA CHERRYHOMES

JASON CHHUN

ALEXANDER CHIRIGOS

AIDAN CHONG

PETER CIACCIO

VITTORIO CIOLA

SOPHIA CLAEYS

LOLA CLAYTON

AARON CLEARY

MAX CLICK

JAMES COBBS

CAITLIN COFFEE

GRACE COLEMAN

COLIN COLGAN

EMMA COLLINS

LUCAS COMBS

GRACE CONLEY

MARIN CONRAD

NATHAN COPA

MIA COPELAND

NATHAN COREY

CAITLIN CORKERY

MEGAN CORKERY

AARON CORPUS

ISAIAH CORPUS

JESUS CORRAL

WHITNEY COWAN

HELAINA CRAMER

RUBY CRANBROOK

NATHANAEL CRANE

EVAN CRAWFORD

ETHAN CRISWELL

MARNIE CRITTENDEN

BARRETT CRUZ-CHESNUT

ARIELLE CHRISTIAN CUENCO

ANTONELLA CURRY

HANNA DAHLIN

VIRGINIE DAMASK

SHOUMIK DAS

JAMES DAUGHTON

CHLOE DAUL

REESE DAWSON

AARON DEBREY

DYLAN DEMEULES

ANDREW DENHARDT

KRISTINA DESMET

JAVIER DIAZ-SCHULTZ

ADDISON DIETERLE

CLASS OF 2023

EMMA DILL

LEO DIRCKS

ELENA DODD

BROCK DODDS

CLAIRE DOLAN

LIAM DORN

AILEEN DOSEV

AUDREY DOTEN

BRENDAN DOUGHTY

KARA DOYLE

ERIK DUBOULAY

BRIANA DUFFY

JARED DUMCUM

MONROE DUNBAR

HOPE DURENBERGER

TEAGAN DVORAK

GAGE EASTMAN

KYLER EDWARDS

VIOLET EDWARDS

DAKOTA EGERT

RAYN EICHELBERGER

ZACHARY EISENMANN

JACOB EKSTRAND

IBRAHIM EL-AMIN

MELECK ELDAHSHOURY

MICHAEL ELDRIDGE

EMMA ELLERSTEIN

MADILYN ELLIOTT

SALWA ELMİ

MIA ELVECROG

MORGAN ENGELHART

CONNOR ENGHOLM

MACKENZIE ERESOV

CHARLOTTE ERICKSON

LIVY ERICKSON

LYDIA ERICKSON

PAIGE ERICKSON

KATHERINE ERRICKSON

JAZLYN ESPINOZA

MARGARET EVENRUD

AUTUMN EVERSMAN

CAITLYN EVERSON

IZABELLA EYDEL

GRIFFIN FAHNING

ERMIAS FAIR

JACOB FARRELL

KAYLYN FARRELL

NATHAN FASTER

KATE FEIST

SAMUEL FELLNER

MARLENA FENTON

GRACE FERNANDEZ

ARIANA FEYGIN

CALLIE FIDLER

BRENDAN FIEDLER

MADELINE FIEDLER

CLASS OF 2023

HANNAH FIEDOR

LILY FIRKUS

ANGELINA FISCHER

GAVIN FITCH

ELISABETH FLEMING

LAUREN FLIGGE

THADEUS FLOR

SASHA FOGEL

GWYNDAF FORD

JULIUS FORD

BROCK FOSLIEN

ISABELLE FOSSING

CLARA FOSTER

JACK FRAME

KENDRA FRANDBSEN

GWENDOLYN FRANKLIN

KATELYN FRAZIER

OWEN FRICK

CARTER FRIESE

GABRIELA FROTHINGER

MIKALYN FRYE

SPENCER FUNK

PAIGE GABBERT

ELIJAH GACHERU

GRACE GAFFNEY

SOFIYA GAIEVSKA

NICHOLAS GAMMILL

CHASE GARCIA

JUDAH GARDNER

PRECIOUS GARLEY

NAHUM GARRIDO BLANCO

LUCIA GAVIN

MOLLY GELDERT

DAVID GENDLER

HUNTER GERMANN

JAMES GEURKINK

GWYNETH GIBSON

SAMUEL GIBSON

EMMA GILBERT

ANIKA GILBERTSON

JON GILBERTSON

NICHOLAS GILLES

SOPHIA GILLIAM

COLTON GLEASON

MICHAELA GOHMAN

ANDRE GOLECZKA

SPENCE GONGOLL

ALEXANDER GONIKMAN

RILEY GONZALEZ

JUAN PABLO GONZALEZ-VILLASECA

JAXON GOULD

ROMAN GRACIA

MIA GRANGER

AVERY GREELY

HENRY GREGERSON

NICHOLAS GRIFFIN

CLASS OF 2023

AMELIE GRUND

THOMAS GRUND

CADEN GRUSSING

JACOB GUGGISBERG

LILA GUILDAY

COSMO GUION

HAILEY GUPTAIL

KIERAN HAALAND

MASON HAGEN

ABDIRAHIM HAIBAH

EMILIA HAJJAR

ERIN HALL

TYRUN HALLMAN

DECLAN HALLORAN

SYDNEY HAMRE

ELIJAH HANSEN

ETHAN HANSON

SOREN HAROLDSON

BADEN HARRY

EMILY HARSTAD

ADELYN HATZUNG

ISABELLA HEANEY

OWEN HEDBERG

WYATT HEDRICK

JULIAN HEEB

MADELINE HEILLER

MADELYN HEIM

AVA HEINE

CECILIA HEINEN

HILLARY HEITZ

JOSIE HEMP

LIAM HENDERSON

MORGAN HENDRICKS

HADEN HENKE

IAN HENSCHER

SOPHIA HERMAN

LINDSEY HERNANDEZ

OLIVIA HERNANDEZ

MEGHAN HEYMAN

JACK HICKEY

CARTER HICKS

ELENA HICKS

SOFIA HILGENBERG

PERRIN HILL

LUCY HILLER

SOPHIA HILLIS

CLARE HIRSCH

LILY HISLOP

PARKER HITCHCOCK

TAYLOR HOGLUND

JAGER HOLASEK

CARYS HOLLAND

GRACE HOLZ

RYAN HOLZER

SVETLANA HOOTON

PIPER HOPPE

CLASS OF 2023

PATRICK HORNER

ALEXA HOST

CARTER HOUGHTALING

ABIGAIL HOWE

ADELAIDE HOWLAND

SASHA HSU

VAUGHN HUGHES

JOHN HULTGREN

CALEB HUNTER

LIAM HUPKA

FRANCES HUSO

HANI IBRAHIM

KOWSAR IBRAHIM

BENJAMIN INGERSOLL

DA'LAYSHA INTHARATH

ANASTACIA ISBELL

MEGHAN ISCHE

SETH IVERSON

BRADEN JACK

ISABELLA JACOBS

ANDREW JACOBSON

JAY JAMES

ALEXANDER JANES

AIDAN JENDRO

JILLIAN JENSEN

BOLETTE JEPSEN

CAMRYN JERDEE

BRADY JOHANSEN

SARAH JOHNSEN

ABIGAIL JOHNSON

BJORN JOHNSON

BRADLEY JOHNSON

DANIEL JOHNSON

ISAAC JOHNSON

JANA JOHNSON

LAUREN JOHNSON

LINDSEY JOHNSON

WILLIAM JOHNSON

ALEXANDER JONES

ISABEL JONES

LEONA JONES-ANDERSON

EMMA JORGAQI

GEORGIA JORGENSON

ALEEN JUDE

MEGHAN JURGENS

LYDIA KAHSAY

LILY KAMRATH

RUBY MAE KARASON

EMMA KARBOWSKI

MYA KARRICK

LEO KAUFMAN

ELISE KEENAN

AMELIA KEHAGIAS

MAKAYLA KENNEDY

CHARLES KENSICKI

TEAGAN KERBER

CLASS OF 2023

IAN KERORO

MAHDI KHAMSEH

SAMIRA KHASANOVA

SHAHMIR KHAWAJA

MAIRA KHURANA

BECKETT BOND KIGHTLINGER

BRENDAN KILIAN

MIRBELLA KILNER

ELIAS KING

BREANNA KINNEY

REGAN KITT

IAN KLEFFNER

JENNA KLEIN

ELLY KLEPINGER

MICHAEL KLOS

INGRID KNUTSON

JACK KOICHEVAR

ABIGAIL KOEHNEN

BERGEN KOENTOPF

MYLES KOK

EVA KOLBOW

CATHERINE KOMP

ISABELLA KONAT

ELI KOTLARZ

OWEN KRAFVE

LUCY KRAMER

CLARENCE KRAMPITZ GROVER

MAXWELL KREBSBACH

NICKOLAS KUCHERENKO

CHRISTOPHER KUEHN

LUKE KUSAR

AVERY KUSTER

NICHOLAS LACOURSE

NINA LAHTI

KATELYN LAI

NOELLE LAIKIND

CHARLES LAMBERT

THOMAS LAMBERT

BRIANNA LAMERE

JOEL LANDSTROM

GRAHAM LANDT

ANIKA LANG

ROWAN LANINGA

BODEN LARSON

JOSEPH LARSON

NATALIE LARSON

PARKER LARSON

SOPHIA LARSON

CAMDREE LASSI

CLAIRE LAWSON

ELLA LAWSON

GRACE LEE

NOAH LEE

SKYLA LEE

ELIAS LEGO

ADAM LEICESTER

CLASS OF 2023

SAVANNAH LENK

NORA LESCARBEAU

BRYCE LESINSKI

ADAH LETENDRE

CADEN LEWIS

VIVIENNE LEWIS

SAMANTHA LI

KATHRYN LIBERT

KARIANNA LIEN

WILSON LINDBERG

JAIDEN LINDEMANN

FRANCES LINDGREN

AVA LINDSAY

SOPHIA LINDSAY

VEDA LINK

JACK LIWIENSKI

KYRAN LOGUE

GENEVRA LOPER

SAM LOUWAGIE

SAMANTHA LOUWAGIE

KILWAYE LUMADEDE

JAMES LUND

MARTINA LUTTSCHWAGER

GRANT LUTZ

PRISCILLA LUTZ

DARREN MA

VICTORIA MACFARLANE

MICHAEL MACNAMARA

NATALIE MADDALENA

ANABELLE MADSON

MATEYA MAGILL

GABRIELA MALARET

JORDI MALARET

RYAN MALEY

GABRIELLE MALVEAUX

DA'VON MANN

KATHERINE MANNING

KYLIE MANOS

BELLA MARETTE

JACKSON MARSHMAN

LUCAS MARTIN

REESE MARTIN

RUBY MARTIN

WILLIAM MARTIN

MATTHEW MASON

MEILING MATHUR

JACKSON MAVEUS

CHARLEY MAYES

PEARSE MAYROSE

JACOB MCCALLA

JACK MCCALLY

JACOB MCCUSKEY

ADAM MCFALL

ISAAC MCFALL

REILLY MCGANNON

MADLINE MCGINTY

CLASS OF 2023

AVA MCKENZIE

CARMEN MCLAREN

CHLOE MCLAREN

COLE MCLAUGHLIN

JACK MCMILLAN

EMILY MCNEIL

EVELYN MCNEIL

TANNER MCPHERSON

EMILIJA MEDZIUKAITE

SOPHIA MEENTS

JAMES MELLIN

ARIEL MERFELD

SOFIIA MERZLIAKOVA

BENJAMIN MEYER

CADEN MEYER

CALAIS MICHAELSSON

JAMESON MICHELS

QUENTIN MIDBOE

AYDEN MIKENAS

LUKE MILLER

WILLIAM MILOTA

RITOJA MISRA

SYDNEY MOEHL

MUNIRA MOHAMED

NOOH MOHAMED

SHELBY MOLINA LARSON

GARRETT MOLITOR-KIRSCH

OWEN MONGE

LILY MONSON

JULIE MOORE

MARIAH MOORHEAD

AKSHATA MOORTHY

MAYA MOR

ANNEMARIE MORELAND

NICHOLAS MORRIS

MERLIN MORTON

JACOB MOSS

BEAU MOTZKO

DEVON MOYE

MARIA MUDRICK

GRAHAM MUENCH

OWEN MULLENBACH

SOPHIA MURPHY

JOHN NAMIE

CIERA NASH

SHABANA NASSIRI

DYLAN NAULT

GAVIN NECHAS

ANDREW NELSON

ANTHONY NELSON

AVA NELSON

KAIZER NELSON

KYLEE NELSON

LUKE NELSON

ADISOUK NHOUYVANISVONG

ANNA NODSLE

CLASS OF 2023

KAYLA NORTHWAY

KYRA NORTHWAY

MILES NOVACHIS

IMMANUELA NTAMBI

GRIFFIN O'BRIEN

ISABEL O'BRIEN

JOHN O'BRIEN

SABRINA O'BRIEN

LOVEVINA OBENG

ETHAN ODE

HAILEY OGLE

CLAIRE OH

NICHOLAS OLANIEL

ELAINE OLSON

EVAN OLSON

NIKLAS OLSON

PEYTON OLSON

RYAN OLSON

JOHRDAN OPPEGAARD

ALEXANDRA ORTEGA-HOHE

JUAN ORTIZ MORALES

JONATHAN OSE

JOEL OSTERHUS

JOY OTIENO

ELIZABETH OTTESON

PRECIOUS OTTO

ROY PAGE

RUBY PAJIBO

MAXWELL PALMER

ANTONIS PAPPAS

SERENIA PARADEAU

DANIEL PASQUA

EVA PATTEE

ELLA PAULSON

TRISTAN PAULSON

BENJAMIN PECK

HAYDEN PEDERSON

MAXWELL PEDERSON

DEVIN PELTIER

GRACE PENHOLLOW

NELSON PENNINGROTH

MICHAEL PERALTA

MAXWELL PERDU

GUILHERME PEREIRA APOLINARIO

ALICE PEREMISLOV

JULIEN PERKINS

AIDAN PETERSON

ALIA PETERSON

BRETT PETERSON

JADE PETERSON

KAI PETERSON

SEAN PETERSON

ZACHARY PETERSON

JACQUELINE PEZHMAN

CARLY PFEFFER

HENRY PFEFFER

CLASS OF 2023

THOMAS PFEFFER

ZICO PHAM

KELSEY PHILLIPS

ARIANNA PIEDRAHITA

MICAH PIERCE

ALEE PILEWSKI

DAVID PIPER

JOHN PIPER

PARKER PITTENGER

LUCAS POEY

WILLIAM POEY

MARTIN POPPEN-FIERRO

LUIS PORTILLO-TORCAT

ELENA PRETASKY

MADELINE PRONDZINSKI

SOPHIA PRONDZINSKI

CADEN PROULX

ELISE PUDWILL

COLIN PURNELL

RACHEL PUTNAM

DEREK PUZAK

SOPHIA QUACKENBUSH

EMMA QUAM

JENNY QUAN

THOMAS RADEBACH

JUSTIN RADEL

AVERY RAFFERTY

COOPER RAICHERT

KRISH INBA RAJASHANKAR

SHREYA RAMRAJ

MACY RAMSDEN

PRATHUL RAO

LUKAS RASMUSSEN

VERONICA RAYMOND

STEPHEN REDDINGTON

JOSEPHINE REDETZKE

PATRICK REDMOND

ISABELLA REECE

ALEXANDRA REICHSTADT

KYRA REINHART

CHARLOTTE REITAN

AMY RENCHIN

THEODORE REY

MARGARET RHODES

BENJAMIN RIBAR

BODE RICHARD

NICOLAS RICHARDS

OWEN RICHMOND

NATHAN RICHTER

ADAM RICKMAN

ZACHARY RIEGER

EMILY ROBB

JACOB ROBERTS

LAUREN ROBERTS

SOPHIA ROBERTS

MA'KYIA ROBINSON

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LUCAS TEMI ROCHA DA SILVA

TALIA RODICH

ALISA RODIONOVA

JULIANA ROESNER

MARIA ROGERS

HALLE ROLLINGS

AMANDA ROLSETH

CHARLES ROOKE

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DEVON SCHRODER

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BENJAMIN SCHUSTER

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BENJAMIN SCOTT

ALAYSIONE SEALS

VICTORIA SEELEY

MICHAEL SEPESI

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LEAH SHEDD

QUINN SHEPHEARD

ELIZAVETA SHLIOMINA

LILIANA SHORTRIDGE

LIAM SHUTES

MATTHEW SIEGWART

KATE SIMINGTON

RYAN SINNIGER

ALYSON SINYKIN

DYLAN SINYKIN

CLAUDIA SIT

BROOKE SKARDA

LUKE SKRIVSETH

HANNAH SMERILLO

ANNALISE SMITH

ELLA SMITH

ISABELA SNOW

ABBIGAIL SOBERSKI

SOHUM SODHI

SALONI SOMIA

LINUS SORKIN

ALEXA SORLEY

JENNIFER SOUBA

MIA SPANO-IBRAHIM

RUBY SPARGO

KADEN SQUIRES

JULIA SRNEC

ALYSSA STAHL

HAYDEN STAMSON

TATUM STARITA

MITCHELL STAUBER

HANNAH STEINKRAUS

NOAH STEVENS

THOMAS STEVENSON

ANA STEWART

AIDAN STIVERS

SHELBY STOBBE

DONALD STOLZ

ALEXANDRA STONE

WINONA STONE

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MARIA STRUBLE

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GRIFFIN UNGER

MARY VAN EECKHOUT

RAE VAUGHN

LETA VEGA

PETER VELGERSDYK

NOAH VEUM

JOSEPH VIGER

VARUN VISWANATHAN

MARY VITTERA

JULIA VLADIMIROV

NOAH VOLBRECHT

MANUELA VON ZITZEWITZ CAPURRO

MATTHEW VOSS

ANYA VUKOVICH

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CHARLES WALDRON

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ELLA WANDER

GRACE WANDER

APRIL WANG

AUSTIN WANG

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LOGAN WARREN

ADA WATSON

FAITH WATZ

REGAN WAY

ABIGAIL WEBBER

KATHERINE WEDES

ERICA WEEKS

LAUREN WEICK

ALYSON WEINBERG

JAXSON WELL

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MACIE WENNING

NIKALETTE WENTLAND

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MAX WESTERLUND

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ANDREW WILLIAMS

AUGUSTUS WILLIAMS

LUKE WILLIAMS

HENRY WILSON

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ALLYA WYATT

REBECCA YANG

ELIOT YESHAYA

KATHERINE YETKA

JOEY YONG

NIGEL YU

ALIVIA YUSEFZADEH

KHALID YUSUF

SADIE ZARWELL

ANNA ZARZOSO

AVA ZAVADIL

ALEXANDRA ZEDANIA

CYNTHIA ZENG

JERRY ZHANG

ANNIE ZHAO

ELLE ZIEBARTH

JACOB ZILS

MARIE ZISSIS

ANDREW ZUBKOV

CLASS OF 2023

DANA ZUCKER

REPORT

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

Board Agenda Item VIII.

Title: School Report: Tour de Tonka Report

Date: June 1, 2023

EXECUTIVE SUMMARY

Executive Director of Community Education Tim Litfin will present information regarding the 2023 Tour de Tonka bike ride event set for Saturday, August 5.

Submitted by: _____



David Law, Superintendent

FIRST READ

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

Board Agenda Item IX.

Title: First Read of 2023-24 School Board Goals

Date: June 1, 2023

EXECUTIVE SUMMARY:

Each year, the Minnetonka School Board meets with the Superintendent to set goals for the school year. Previously, this goal-setting process happened in early fall. For the 2023-2024 school year, the School Board and Superintendent have made the decision to set goals in advance. This process includes a review of the 2022-2023 school year goals, a review of student data on standardized assessments and graduation, survey data from students and parents and input from District staff. The goal-setting meeting was held on Monday, May 8. The goals will be presented at this Board meeting with the plan to approve them on August 3.

Submitted by: _____



David Law, Superintendent

Minnetonka School District
Innovate, Inspire, Excel.
2023-2024 School Board Goals - DRAFT

Excellence in Well-being, Connection and Belonging

The Minnetonka School Board and District Administration believe a commitment to world-class, child-centered excellence strengthens Minnetonka Public Schools. The well-being and belonging of our students are both continuing priorities for families and for the District.

Student well-being is defined here as the positive sense of self and belonging that is felt when one's cognitive, emotional, social and physical needs are being met.

Belonging is defined here as a strong feeling of positive connection, acceptance and importance as a member of the Minnetonka Schools community, regardless of race, religion, gender identity, sexual orientation, country of origin, ability, and/or socioeconomic status.

Integrating student well-being, connection and belonging efforts will ensure all students have the support needed to achieve at their highest potential.

The District will continue to foster and promote positive student well-being, connection and belonging efforts and will identify and remove barriers that have a detrimental effect on students' well-being, connection and sense of belonging. The District will strive for the fair treatment, opportunity and advancement of all students to pursue their highest levels of academic and personal achievement. The Board's vision for child-centered excellence will be the foundation for these efforts.

For the 2023-24 school year, this goal will include the following action steps:

- 1) Deepen implementation of the Multi-Tiered Systems of Support (MTSS) framework in the area of social and emotional learning with the target of consistency across all District schools in the MTSS referral process and student support. This will include expanding efforts to address needs identified by the District and recommendations from the [Mental Health Advisory Council \(Link\)](#).
 - a. The District will present a report to the School Board on measures of success and progress of MTSS related to social emotional learning and mental health.

- b. The District will survey stakeholders at least annually on their experience and share results with the School Board.
- 2) Deepen implementation of belonging efforts to ensure a welcoming, inclusive and safe school environment for all. This will include improving systems and processes to identify, analyze, monitor and respond to student trends and data with attention to identifying and addressing barriers affecting different student demographic groups. Reduce bullying through revisiting and raising awareness of existing bullying prevention efforts and opportunities across all learning levels as measured by student discipline data, student reports and survey data. Empower and encourage staff and the School Board to support belonging efforts, including through professional learning. Parent communication will be a key strategy to support belonging efforts.
- a. Principals and their staff will present reports to the School Board throughout the academic year that include their school's well-being, connection and belonging efforts and outcomes, including professional development opportunities for staff.
 - b. Update the Board at least once on the trend data from student and parent surveys and next steps to support students.

Excellence in Student Learning and Support

Excellence in student learning and support is a foundational principle guiding the Minnetonka School Board and District Administration in their work. The School Board and District Administration believe that each student is capable of achieving at their highest potential and is committed to work with families to achieve this. The continuation of the District's excellence will be driven through deep implementation of educational frameworks and strategic programs to support student learning. At the same time, the District will continue to respond to the challenges presented during the pandemic that have had a lasting impact on our students and the District.

For the 2023-24 school year, this goal will include the following action steps:

- 1) Advance the Multi-Tiered Systems of Support (MTSS) framework, processes and practices to ensure delivery of high-quality academics on an ongoing basis.
 - a. The District will present reports to the School Board on measures of success and progress of the MTSS framework, focused on high-quality, universal instruction, including interventions and enrichment in all three tiers of the MTSS framework, based on year two of the MTSS three-year plan at mid-year and year-end.

- 2) Increase opportunities for improved academic outcomes for all students while focusing additional efforts to improve student literacy at all levels and in all content areas as measured by student performance standardized and benchmark assessments. This includes addressing uneven and unfinished learning due to COVID-19. This will also include identifying and addressing any gaps in achievement that exist between measured student groups, with attention to predictable outcomes.
 - a. The District will implement an updated literacy plan, which will be shared with the community, and will provide a mid-year and year-end report to the Board.
 - b. The District will report results from District standardized assessments, including from MCA and NWEA, as they relate to efforts to address uneven and unfinished learning.
- 3) Review current middle school programming based on initial goals, the desired student experience and changes happening at the elementary and high school level that may warrant change. Make recommendations for future improvements.
 - a. The District will provide two reports to the Board that will include a summary of the process, progress and recommendations.
- 4) Continue to expand the programming of signature programs VANTAGE Advanced Professional Studies and MOMENTUM Design and Skilled Trades to meet the future needs of our students
 - a. The District will provide an update to the Board on the support for post-secondary planning, including career planning.
 - b. The District will provide an update to the Board on the VANTAGE and MOMENTUM facilities and programs.
- 5) Continuously review the Minnetonka experience through the signature program Tonka Online K-12 e-learning. This will include continuing to assess the program's successes and challenges and making recommendations for professional learning and plans for adjustments.
 - a. The District will present a year-end report to the Board on enrollment and programming recommendations.

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 2023-24 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.

- e. The District will prioritize including student voice in presentations and discussions including an expectation that every Board meeting will include student voice in some fashion.
 - f. School Board members will continue to connect with and learn from other boards about best practices in supporting and engaging student and community voice.
- 2) The District will implement the next iteration of innovation efforts and processes to provide opportunities for students and staff, and to find solutions that will help overcome barriers to success in these areas. This will include evaluating the proposal to provide more professional learning opportunities for staff and making recommendations for future school years.
- a. The District will provide an update on the next iteration of the innovation process.
 - b. The District will provide a summary of the professional learning changes and make recommendations for future school years.
- 3) 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 School Board will continue to review options for long-term financial stability, including state and local funding streams.
- 4) Utilize space strategically to accommodate all of the District's growing innovative programming. This includes long-term facility planning for the programming needs of the District in all academic and co-curricular programs.
- a. The District will present multiple updates to the School Board regarding facilities throughout the year including the long-term facility plans.
 - b. The District will present any facility implications that surface during the middle school program review.
 - c. The District will provide an update on the progress toward creating the classroom of the future.

- 5) 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 an annual School Board update on open positions and an annual presentation on recruitment and retention efforts, including information on the use of new platforms for recruitment and a summary of exit interviews.
- 6) The District will implement the recently-approved, no-cost meal legislation including breakfast at every site. We will continue to focus on fully staffing all sites in Nutrition Services and increase the variety and quality of meals available for students.
 - a. The District will provide a mid-year update to the Board on the status of staffing levels and food improvement initiatives.
 - b. The District will make recommendations, as appropriate, to adjust financial resources to meet this goal.

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

Board Agenda Item X.

Title: Approval of Program Space for MOMENTUM Aviation Strand

June 1, 2023

EXECUTIVE SUMMARY

The District is in the process of starting up MOMENTUM Aviation I and II Strands for FY24. A total of 278 students have signed up for those strands, making them the highest in student interest for the first year of any innovative program the District has developed since the initial strands of the VANTAGE program in 2011

As the District has done with past programs it is prudent to provide space to be available to house additional student growth in the program. In the process of doing so, it is the aim of the District to provide the facilities and equipment that ensure the MOMENTUM Aviation program is the premier aviation program in Minnesota and the region.

Following is a concept proposal to provide facilities and equipment that would result in Minnetonka ISD 276 having the premier Flight School strand and Drone Pilot strand in the State of Minnesota, if not the Midwest region or nationally, as part of the MOMENTUM Design and Skilled Trades Program.

These programs would make use of the currently undesignated MOMENTUM space on the south wing of the VANTAGE MOMENTUM Building, including installing the future second floor as the building was designed to accommodate.

Please note that we are using the term “Tonka Flight School” for the strand that involves students working to obtain a fixed-wing pilot license, and the term “Tonka Drone Academy” for the strand that revolves around the operation and maintenance of drones. The ultimate actual names are likely to be something different.

OVERVIEW OF THE MOMENTUM AVIATION PATHWAY

The MOMENTUM Design and Skilled Trades program launched at Minnetonka High School in the 2020-21 school year. 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 current school year, with the construction for future expansion, the MOMENTUM leadership team, along with stakeholders, has created a vision for the MOMENTUM program and further development of it. This includes the identification of additional pathways that are responsive to student interests and needs while aligning to the research completed for this program.

One result of this work is the creation of the Aviation/Aeronautics pathway that is being introduced for the 2023-24 school year. This initial launch will include the Introduction to Aviation I and II courses, each a half-credit, which the Board approved in January 2023. During registration

students expressed significant interest in this new opportunity, with 179 students registering for Introduction to Aviation I and 99 students registering for Introduction to Aviation II.

The initial program will include two defined strands, a Private Pilot License strand and an Unmanned Aerial Systems (UAS) Drone strand. In addition to these two opportunities, Maintenance, Air Traffic Controller, along with other aviation careers are being further explored as additional future strands. Within each strand, the courses that will make up the program are also being developed, using Aircraft Owners and Pilots Association (AOPA) as a key resource. In keeping with the current design of MOMENTUM and VANTAGE courses, the goal will be to pair required courses with aviation-specific content to make up the courses within each strand. Curriculum development and acquisition of the materials and resources to support this will be underway beginning this summer. Targeted instructional staff will also participate in AOPA professional learning.

To support this new pathway, an initial instructor with significant experience teaching aviation has been secured to fill this important role. This instructor will serve as a member of the team to further develop and implement these initial courses as well as further development of future opportunities. In addition to the District team, an Aviation Advisory Board has been formed to provide insights and guidance for this new program. The inaugural meeting for this board will be held June 1, 2023.

VANTAGE MOMENTUM BUILDING AVIATION WING PROPOSAL

Tonka Flight School – Housed On “The Flight Deck”

The upper floor will need to be installed in the MOMENTUM wing to house “The Flight Deck” of the Tonka Flight School.

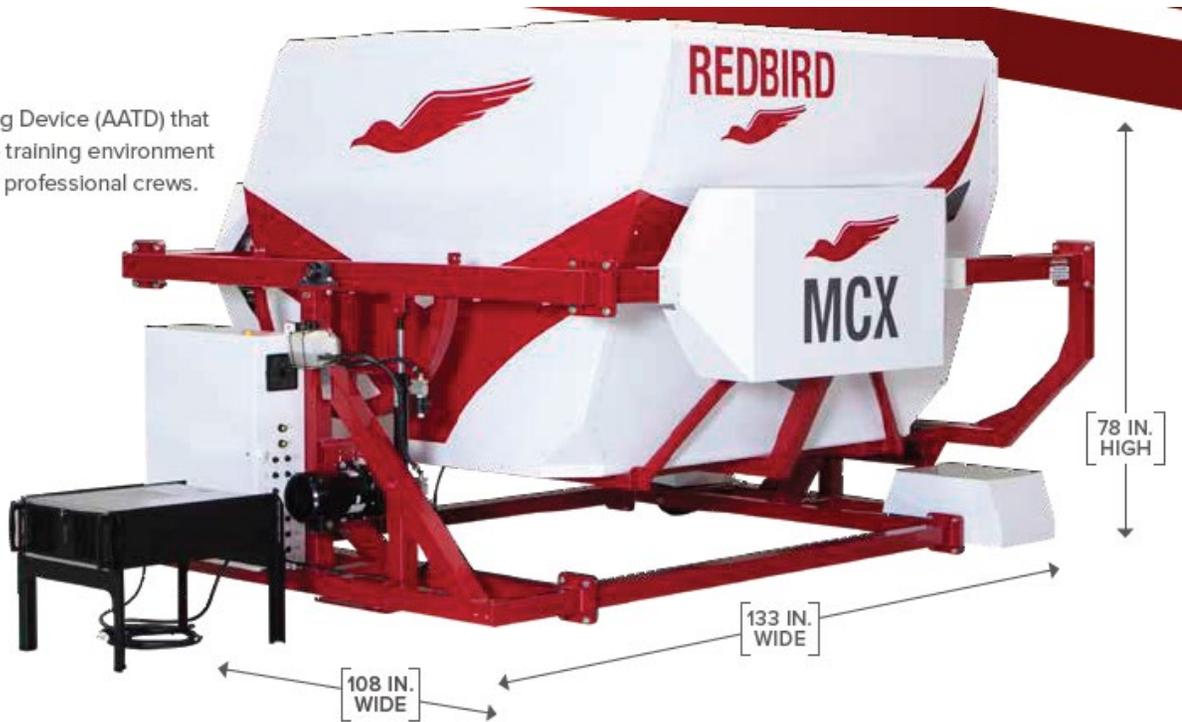
This facility would have the following features:

Three Red Hawk MCX FAA-certified Flight Simulators with dual controls – exactly as in a real airplane - to enable students to accrue flight time towards their fixed-wing pilot license. These simulators would provide the core of Tonka Flight School. They are programmable to operate as a Cessna 172 and several other Cessna, Piper and Beechcraft airplanes.

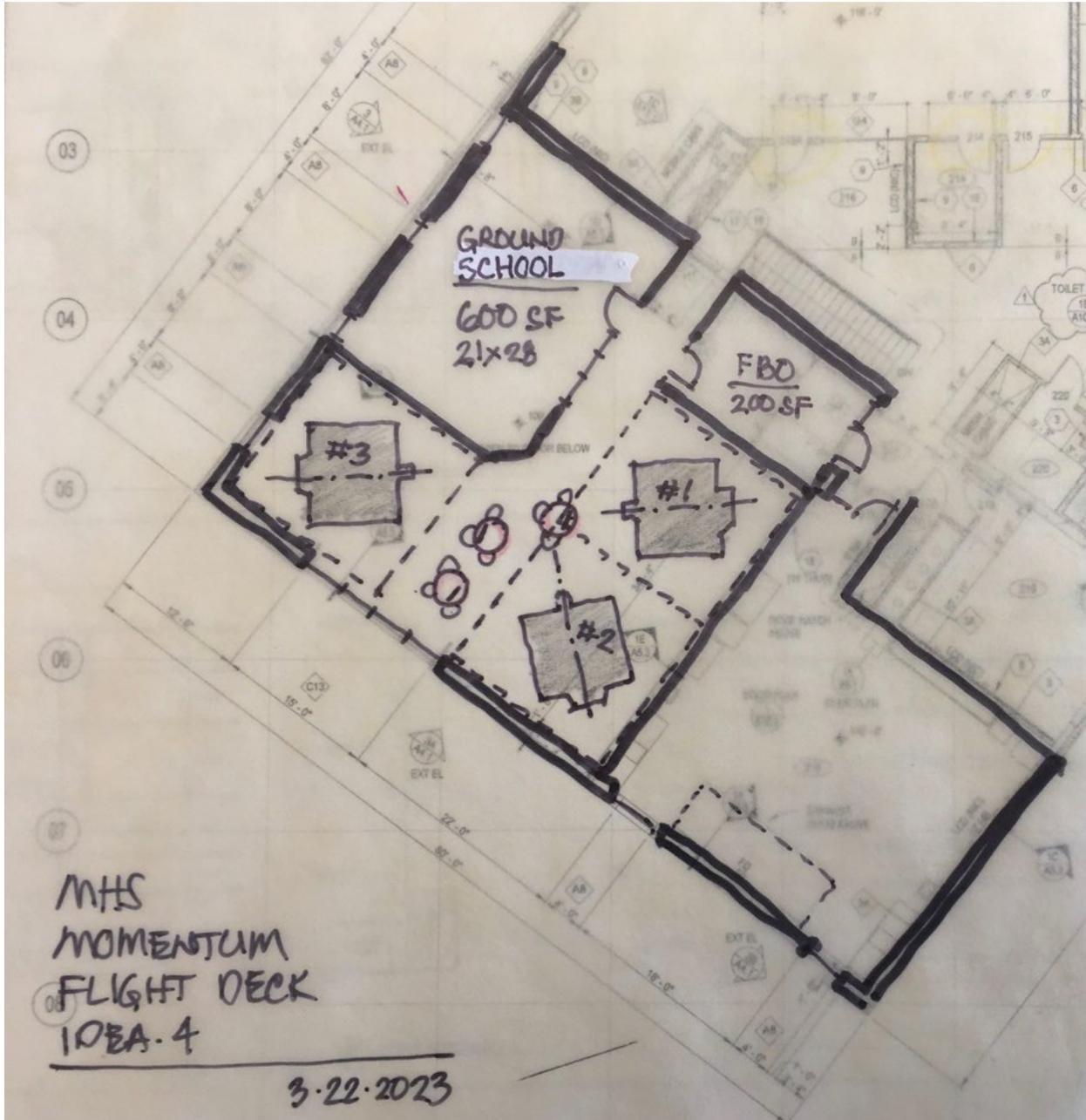
Fixed Base Operator (FBO) Station for students to check weather conditions and file flight plans, as well as functioning as the airport tower for any instructions regarding takeoff and landing.

Ground School – All student pilots must have extensive classes related to operating in the aviation environment.

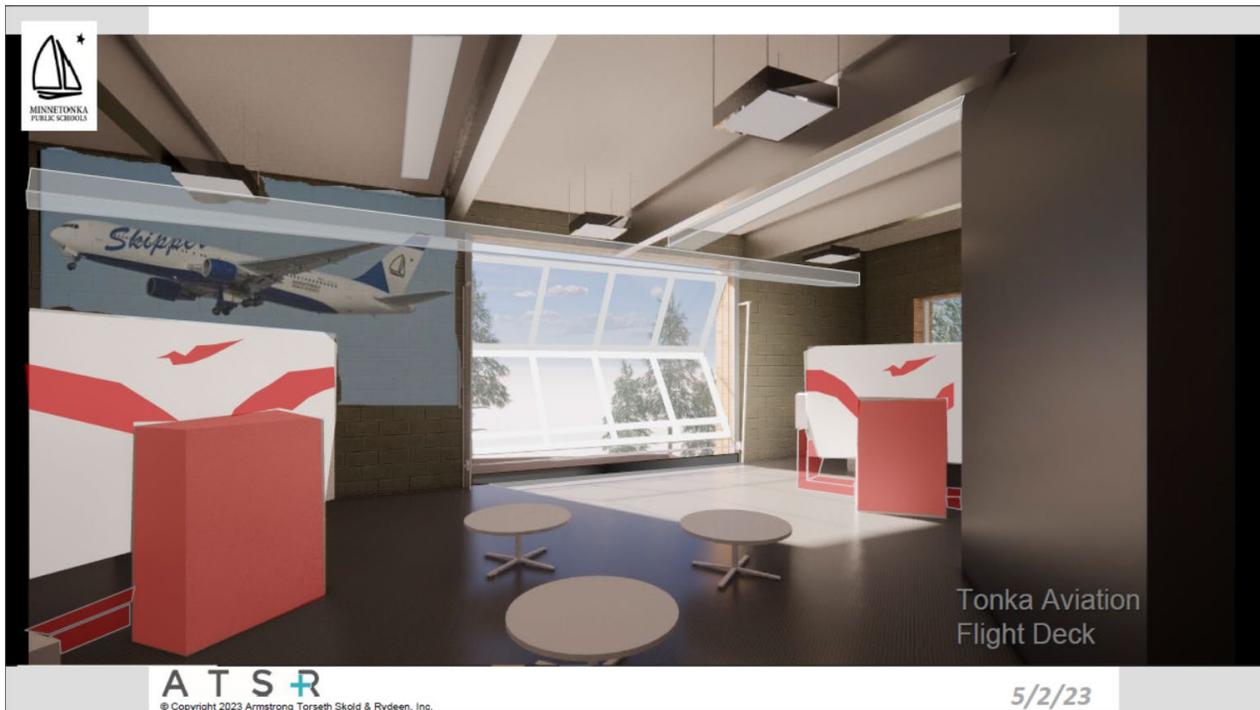
Training Device (AATD) that
ffective training environment
es, and professional crews.



Below is the tentative scale layout of The Flight Deck to house the Tonka Flight School.



Following is the initial architectural conceptual rendering of a portion of Tonka Flight School showing two simulators. (The third one is behind the viewer in this view.) This perspective is standing adjacent to the Ground School classroom looking out toward the large exterior window.



Target in-service date for Tonka Flight School operation on The Flight Deck of the VANTAGE MOMENTUM Building is September 3, 2024.

Tonka Drone Academy – Housed On “The Hangar Deck”

The main floor will consist of the following components to support the Tonka Drone Academy.

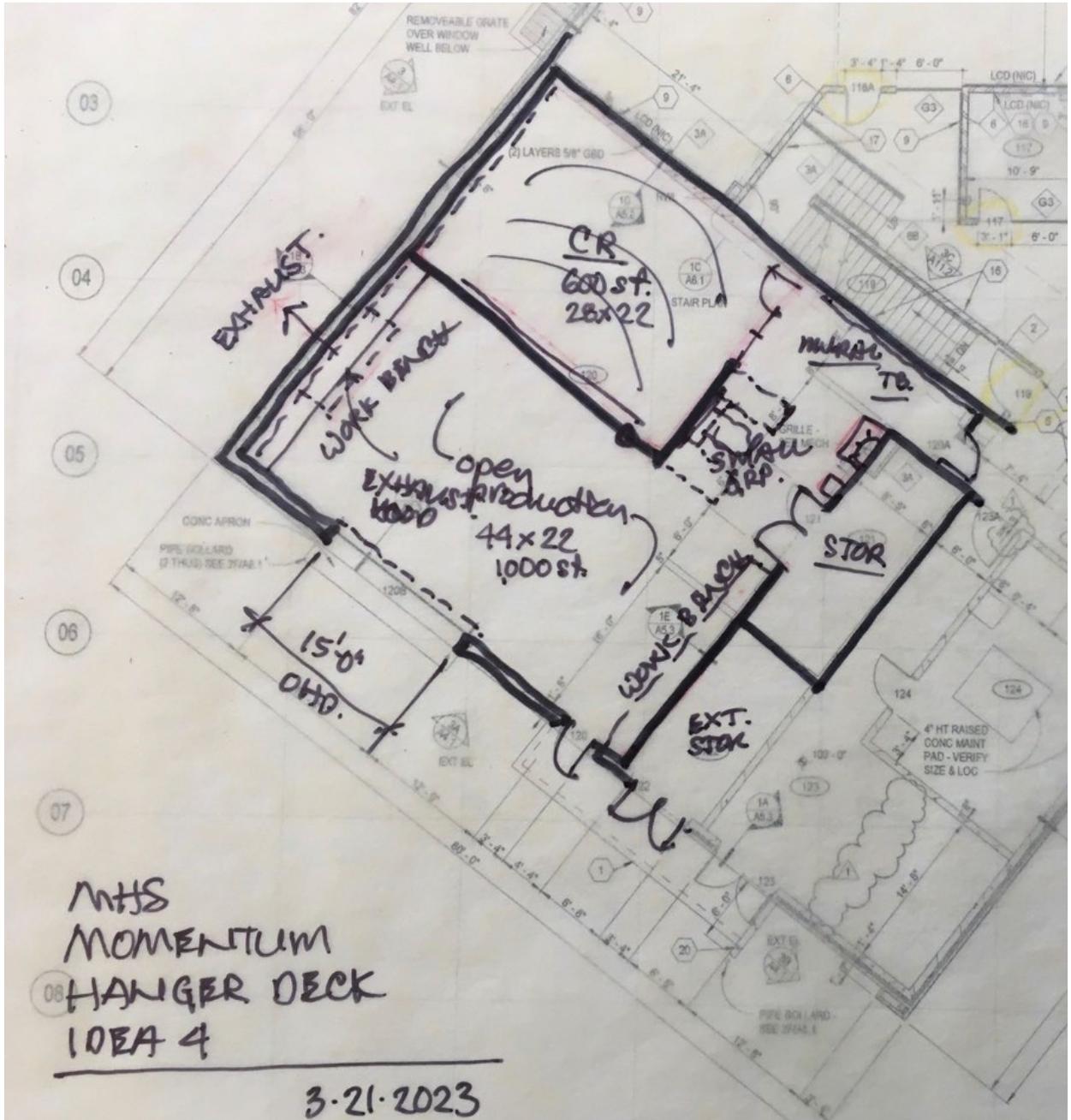
Hangar Bay – A large open area equipped with moveable tables and workbenches where drones can be prepared for flight, serviced for maintenance, and prepared to be returned to storage. Tables and workbenches are proposed to be the same high-quality equipment as those in the Maker Bay of the MOMENTUM Addition at Pagel Activity Center.

Ground School – Space for classes on all of the various facets of operating and maintaining drones and a drone-service business can be held.

Drone Fleet Storage – Space to safely house and recharge a wide variety of drones needed for instructing students on the piloting of various types of drones.

Garage Door Access – Ability to back in trailers to load drones for field trips.

Following is the tentative scale layout of The Hangar Deck to house the Tonka Drone Academy.



Target in-service date for Tonka Drone Academy operation on The Hangar Deck of the VANTAGE MOMENTUM Building is September 3, 2024.

Estimated Costs and Funding Source

The estimated cost of construction of the infill of the south wing of the VANTAGE MOMENTUM Building is \$1,165,000.

FAA-Certified Simulator purchase and installation for three units is estimated at \$300,000.

Additional equipment for both programs is estimated at \$300,000 for a total of \$1,765,000.

Funding will be provided by the 2023B Certificate of Participation Bond for the construction and equipping of the project with payments coming out of the Operating Capital Fund.

The annual payments will be approximately \$160,000, with the first payment in February 2030, which is the year after the 2020D COP bonds used to purchase the land for the VANTAGE MOMENTUM Building are paid off.

The total payments on the bonds are designed to maintain overall annual bond payments out of Operating Capital Revenue at \$2,000,000 or below.

Interest rates will be monitored over the next several years. If interest rates drop, several bonds will be restructured to create payment capacity to offset a portion. The 2016G, 2016L, 2016N and 2017C bonds all have the potential for refunding if interest rates decline.

Tentative Timeline

The target in-service date is September 3, 2024.

To meet that date, the following tentative schedule would be necessary.

School Board approval of initial design work of the project	June 1, 2023
School Board authorization and reimbursement resolution	June 15, 2023
Construction design work	April-November 2023
School Board Final Decision on the project	October 5, 2023
City approval of project	December 2023
School Board approval of low bid	December 7, 2023
Construction	January 4, 2024-June 30, 2024
Flight Deck and Hangar Deck in service	September 3, 2024

Summary

Minnetonka Independent School District 276 has the financial capacity to construct the premier space and facilities for the Tonka Flight School strand and Tonka Drone Academy strand, as well as the Instructional Program Human Resources capacity to develop the program for these strands to have them available for students for the start of school on September 3, 2024.

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve the commencing of design work for the infill of the MOMENTUM Wing of the VANTAGE/MOMENTUM Building to provide space for MOMENTUM Aviation Strands and direct Administration to continue the educational design work of the MOMENTUM Aviation Strands.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby approve the commencing of design work for the infill of the MOMENTUM Wing of the VANTAGE MOMENTUM Building to provide space for MOMENTUM Aviation Strands and directs Administration to continue the educational design work of the MOMENTUM Aviation Strands.

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

Submitted by: 
Amy LaDue, Associate Superintendent for Instruction

Concurrence: 
David Law, Superintendent

ACTION

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

Board Agenda Item XI.

**Title: Approval of Submission of Review and Comment to
Minnesota Department of Education for Potential
Capital Projects Referendum Renewal**

Date: June 1, 2023

EXECUTIVE SUMMARY

Minnetonka Independent School District 276 has had a Capital Projects Referendum to fund technology, classroom equipment and other uses in place since voters of the District first approved one on November 5, 2002 at a rate of 6.2586% of net tax capacity of the District.

The Capital Projects Referendum was revoked and renewed by the voters of the District for 10 years on November 6, 2007 at the existing rate of 6.2586% of the net tax capacity of the District

The Capital Projects Referendum was revoked and renewed by the voters of the District for 10 years on November 3, 2015. Due to property tax calculation changes by the Legislature between 2007 and 2015, the rate at that time was .6.569% of the net tax capacity of the District, which was equivalent to the former rate under the former property tax laws in terms of revenue that would be collected by the District.

The current Capital Projects Referendum authority of 6.569% of net tax capacity runs through the December 2024 property tax levy. The levy set in December 2024 will be collected in calendar year 2025 to fund Fiscal Year 2026, which runs from July 1, 2025 through June 30, 2026.

It is prudent for the School Board to consider revoking and renewing the Capital Projects Referendum authority prior to its expiration. Capital Projects Referendum questions are required by statute to be run on the General Election in November.

As a result, at this time the School Board has two opportunities to renew the Capital Projects Referendum before the authority expires – either on the November 7, 2023 election or on the November 5, 2024 election.

While the School Board has not determined if they will call an election to revoke and renew the Capital Projects Referendum on November 7, 2023, it is prudent for the School Board to keep open the option of either a November 7, 2023 or November 5, 2024 election at this time.

In order to keep the option open of a November 7, 2023 Capital Projects Referendum renewal election, there is a significant requirement that must be undertaken at this time due to the various associated statutory timelines.

Specifically, Minnesota Statute 123B.71 requires that a school district submit a request to the Minnesota Department of Education (MDE) for review and comment on a proposed Capital Projects Referendum Levy.

The submission consists of a cover letter from the Superintendent giving various pieces of information about the proposed Capital Projects Referendum. The submission must also include information related to criteria set out in MS123.71 Subdivision 9.

The School Board must adopt a resolution authorizing administration to submit the Capital Projects Referendum for review and comment and include the board resolution with the submission packet.

The Commissioner of MDE has 60 calendar days from receiving the submission for review and comment to respond to the District.

This timeline can impact the School Board's ability to call a Capital Projects Referendum. A school board must pass a resolution to call an election no later than August 25, 2023 in order to have a question on the ballot for November 7, 2023 election.

If, after reviewing the Review and Comment Submission documents at the May 25, 2023 Study Session, the School Board approves a resolution authorizing administration to submit the request for review and comment at the June 1, 2023 School Board Meeting, the District will submit the request for review and comment to the Minnesota Department of Education on June 2, 2023.

The Commissioner will then have 60 calendar days to provide a response to the District, with the 60th day being Tuesday, August 1, 2023.

Receiving Commissioner's review and comment by August 1, 2023 or before would preserve the School Board's ability to further deliberate whether to call a Capital Projects Referendum renewal election by no later than August 25, 2023.

ATTACHMENTS

Capital Projects Referendum Request for Review and Comment Cover Letter and Documentation

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve the Request for Review and Comment for a Capital Projects Referendum Renewal at the same 6.569% of Net Tax Capacity as is currently levied and authorize Administration to submit the Request for Review and Comment to the Minnesota Department of Education.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby approve the Request for Review and Comment for a Capital Projects Referendum Renewal at the same 6.569% of Net Tax Capacity as is currently levied and authorizes Administration to submit the Request for Review and Comment to the Minnesota Department of Education.

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

Concurrence: 
David Law, Superintendent



Minnetonka Public Schools
5621 County Road 101
Minnetonka, MN 55345
(952) 401-5000
(952) 401-5032 fax

June 2, 2023

Christopher Kubesh
Minnesota Department of Education
Program Finance
400 NE Stinson Boulevard
Minneapolis MN 55413

SERVING THE

COMMUNITIES OF:

MINNETONKA

CHANHASSEN

DEEPHAVEN

EDEN PRAIRIE

EXCELSIOR

GREENWOOD

SHOREWOOD

TONKA BAY

VICTORIA

WOODLAND

Re: Review and Comment Request for Capital Projects Referendum
For District Wide Technology and Instructional Equipment and
Building Security Improvements

Dear Chris:

Minnetonka Independent School District 276 is requesting review and comment on a proposed revocation and renewal at the same Net Tax Capacity rate of a capital projects referendum to be held on November 7, 2023.

The School Board of Minnetonka Independent School District 276 authorized administration to submit the review and comment documentation to the Minnesota Department of Education at the Regular School Board Meeting held at 7:00 AM on June, 1, 2023 in the Community Room of the District Service Center at 5621 County Road 101, Minnetonka, MN>

Minnetonka ISD 276 currently has a capital projects referendum in place to levy 6.569% of Net Tax Capacity through the 2024 Pay 2025 levy. The current authority is scheduled to generate approximately \$9,240,000 in revenue on the 2023 Pay 2024 levy.

The School Board is proposing to ask the voters of the District to revoke the remaining two years of levy authority at that level and instate a new capital projects referendum levy at the same level of 6.569% of Net Tax Capacity for 10 years starting with the 23 Pay 24 levy through the 32 Pay 33 levy. The new authority would generate approximately \$9,240,000 in revenue on the 2023 Pay 2024 levy, which is equal to the current levy authority.

The revenues generated will be utilized to provide technology-based instructional delivery devices and appropriate software for all grades across the district, provide additional instructional equipment to support the curriculum and provide security enhancements against intruders at all school buildings in the District.

Inspiring in Everyone a Passion to Excel

Should the School Board call the election in August 2023, the proposed wording of the ballot question is as follows:

The board of Independent School District No. 276 (Minnetonka) has proposed to revoke its existing capital project levy authorization of 6.569% times the net tax capacity of the school district and to replace that authorization with a new authorization of 6.569% times the net tax capacity of the school district.

The proposed new authorization will raise approximately \$9,240,000 for taxes payable in 2024, the first year it is to be levied, and would be applicable for ten years. The estimated total cost of the projects to be funded over that time period is approximately \$92,400,000.

The money raised by the proposed authorization will be used to provide funds for the following: The purchase and installation of software and technology equipment; costs related to the support and maintenance of technology; costs related to training staff in the use of technology; the purchase of classroom equipment and instructional texts; and building security equipment.

Shall the school district's existing capital project levy authorization be revoked and the new capital project levy authorization proposed by the board of Independent School District No. 276 be approved?

The local publication deadline to ensure publication of the review and comment from MDE 20 days before the November 7, 2023 election is Thursday, October 12, 2023. The review and comment from MDE will be published in the District's official newspaper Excelsior/Shorewood & Hopkins/Minnetonka Sun-Sailor, which is published weekly on Thursday.

Thank you for considering this request for Review & Comment as required under Minnesota Statutes 123B.71

Sincerely,

David Law, JD
Superintendent
Minnetonka Independent School District 276

Minnetonka Independent School District 276
Review and Comment Data
Proposed Capital Projects Referendum
November 7, 2023

1. The geographic area and population to be served, preschool through grade 12 student enrollments for the past 5 years, and student enrollment projections for the next five years

Minnetonka Independent School District 276 is located in the West Metro area of the Twin Cities on the south shore of Lake Minnetonka. The population of the district per the 2020 census is 42,181, living in an area of approximately 33 square miles. However, the school district services K-12 students from a much wider geographic area than that of the district boundaries. A map of the school district boundaries is attached as Attachment A, and enrollment projections are attached as Attachment B. The District projects steady in-person enrollment of approximately 11,100 K-12 students for the next five years and further into the future

2. A list of existing facilities by year constructed, their uses, and an assessment of the extent to which alternate facilities are available within the school district boundaries and in adjacent school districts

Minnetonka Independent School District 276 has the following facilities:

Clear Springs Elementary School	Constructed 1958
Deephaven Elementary School	Constructed 1956
Excelsior Elementary School	Constructed 1929
Groveland Elementary School	Constructed 1958
Minnewashta Elementary School	Constructed 1938
Scenic Heights Elementary School	Constructed 1967
Minnetonka Middle School East	Constructed 1964
Minnetonka Middle School West	Constructed 1964
Minnetonka High School	Constructed 1952
Minnetonka Community Education Center	Constructed 1938
Minnetonka Education Center	Constructed 2001
Shorewood Education Center	Constructed 1997

The District is not proposing to increase any school site capacity with this Capital Projects Referendum. However, no other adjacent school district has facility capacity that would be useable to ISD 276 to serve students.

- 3. A list of the specific deficiencies of the facility that demonstrate the need for a new or renovated facility to be provided, and a list of the specific benefits that the new or renovated facility will provide to the students, teachers and community users served by the facility**

The proposed Capital Projects Referendum will not fund any facilities expansion.

- 4. A description of the project, including the specification of the site and outdoor space acreage and square footage allocations for classrooms, laboratories, and support spaces, estimated expenditures for major portions of the project, and the dates the project will begin and be completed**

The Capital Projects Referendum is primarily oriented to fund instructional technology equipment and support, as well as all the technology infrastructure necessary to operate technology in the District. Ancillary aspects include funding instructional equipment that, while necessary, may not fall under a strict definition of technology, and also for improving security in the buildings by providing additional barriers to intruders in all schools in the district.

Major approximate annual expenditure categories include the following:

Hardware rotation – 2,000 devices	\$ 540,000
One to one device rotation – 11,100 devices	\$1,800,000
Network and infrastructure	\$ 500,000
Instructional Technology training – 1,000 staff	\$1,100,000
Technology support staff	\$2,400,000
Software annual licenses	\$1,250,000
Building security improvements and instructional equipment	<u>\$1,650,000</u>
Estimated Approximate Annual Total	\$9,240,000

The Capital Projects Referendum Levy would run for 10 years starting with the 23 Pay 24 levy through the 32 Pay 33 levy and would generate total revenues estimated at approximately \$92,400,000 over the 10 year period at current property values.

- 5. A specification of the source of financing the project; the scheduled date for a bond issue or school board action, a schedule of payments including debt service equalization aid; and the effect of a bond issue on local property taxes by class and valuation**

Funding for the project would be via a local levy equal to 6.569% of Net Tax Capacity which will generate approximately \$9,240,000 at current property values. There will be no tax impact over the current voter approved rate.

6. Documents obligating the school district and contractors to comply with items (i) to (vii) in planning and executing the project

These items are all related to actual school building construction, and there will be no school building construction funded by the proceeds of this proposed Capital Projects Referendum.

Public School District Attendance Areas and Educational Facility Locations

Minnetonka
276

Map 1 of 1

- Public Educational Facilities or Programs¹**
- Elementary school
 - Middle / Junior high school
 - High / Secondary school
 - School District Office
 - Non-Public school
 - Public Charter school
 - Other School Program (examples)
 - Area Learning Center (ALC)
 - Area Learning Program (ALP)
 - Targeted Services
 - Correctional
 - Post-Secondary Education

- Public School Attendance Areas²**
- Elementary School Attendance Area (ELEM)
 - Middle School Attendance Area (MDDC)
 - High School Attendance Area (HSDA)

- Public School Districts³**
- School District
 - Adjacent School District
 - INSET - SEE MAP 2 OF 2 (if applicable)

- Other Features⁴**
- Brinkley Highway⁵
 - U.S. Highway⁶
 - State Highway⁷
 - County Highway⁸
 - Road/Trail⁹
 - Railroad¹⁰
 - Stream¹¹
 - Lake/Pond¹²
 - Minor Civil Division¹³
 - ICRMs, Townships and Unorganized areas¹⁴
 - Public Land Survey Township Ranges¹⁵
 - Public Land Survey Section¹⁶

Data Sources:

- 1 Minnesota Department of Education, 2016, 2018
- 2 Minnesota Department of Education, 2016, 2018
- 3 Minnesota Department of Education, 2016, 2018
- 4 Minnesota Department of Education, 2016, 2018
- 5 Minnesota Department of Transportation, 2016
- 6 Minnesota Department of Transportation, 2016
- 7 Minnesota Department of Transportation, 2016
- 8 Minnesota Department of Transportation, 2016
- 9 Minnesota Department of Transportation, 2016
- 10 Minnesota Department of Transportation, 2016
- 11 Minnesota Department of Natural Resources, 2016
- 12 Minnesota Department of Natural Resources, 2016
- 13 Minnesota Department of Natural Resources, 2016
- 14 Minnesota Department of Natural Resources, 2016
- 15 Minnesota Department of Natural Resources, 2016
- 16 Minnesota Department of Natural Resources, 2016

Legend Note:
This map was prepared using the most current data available. The Department of Education does not warrant the accuracy of the data. The Department of Education is not responsible for any errors or omissions on this map. The Department of Education is not responsible for any errors or omissions on this map. The Department of Education is not responsible for any errors or omissions on this map.

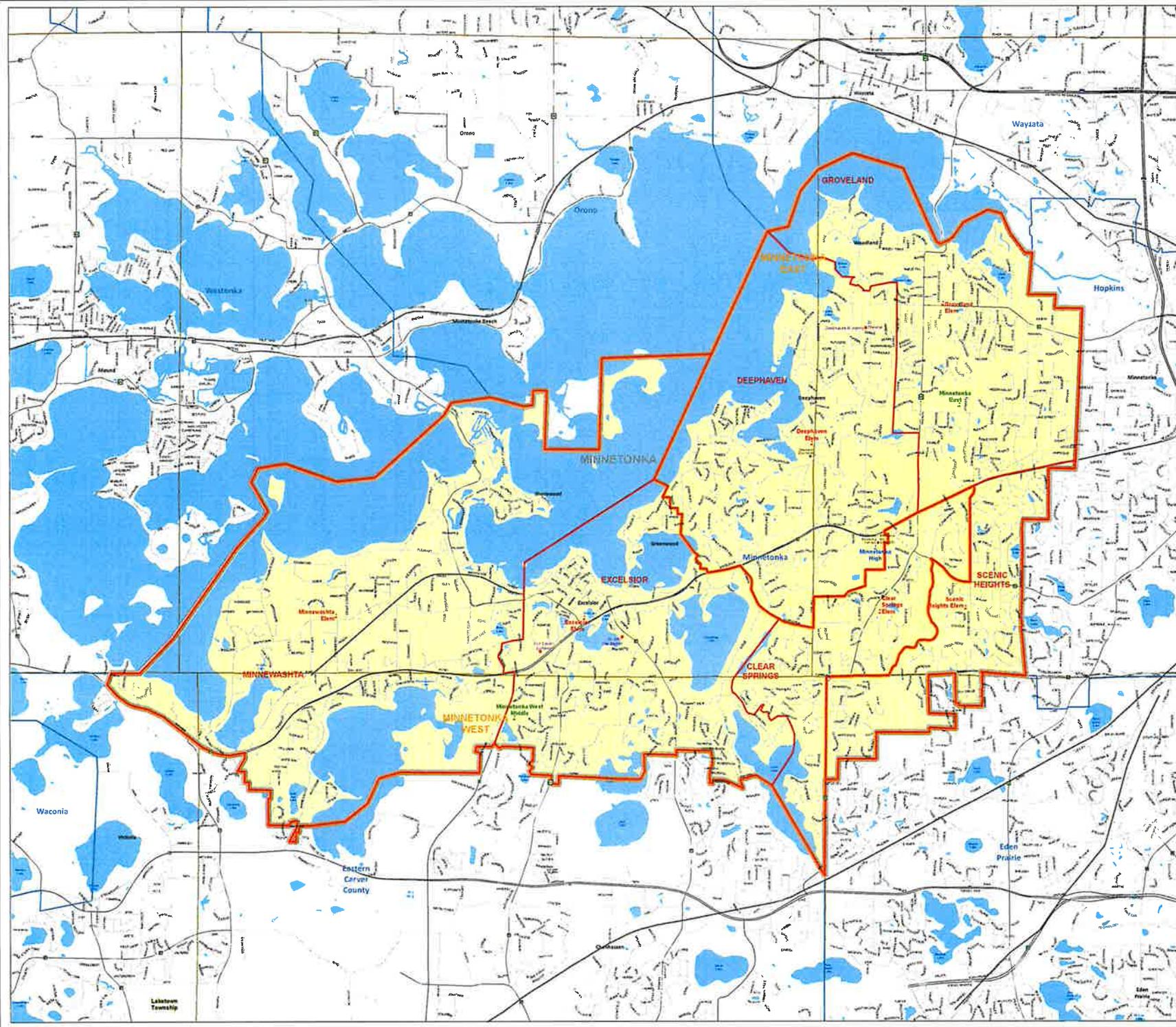
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1 : 17,520



For further assistance with this map, contact:
John Stok, john.stok@mn.gov
MN Department of Education
Division of Information Technology
1500 Highway 28 West
Reno, MN 55112



MINNETONKA ISD #276
 October 2023 Enrollment Projection Based on October 2022
 Actual MARSS Enrollment

Grade	Oct. 2017 Act 17-18	Oct. 2018 Act 18-19	Oct. 2019 Act 19-20	Oct. 2020 Act 20-21	Oct. 2021 Act 21-22	Oct. 2022 Act 22-23	Oct. 2023 Proj 23-24	Oct. 2024 Proj 24-25	Oct. 2025 Proj 25-26	Oct. 2026 Proj 26-27	Oct. 2027 Proj 27-28	Oct. 2028 Proj 27-28
RSK	98	100	107	87	101	97	97	98	97	97	97	97
K	739	835	814	777	756	799	788	787	786	786	789	788
Total Kdgt	837	935	921	864	857	896	885	885	883	883	886	885
1	808	754	851	803	783	781	809	800	799	799	799	800
2	832	829	779	860	786	798	788	816	808	805	808	807
3	817	857	851	806	858	822	820	809	839	829	829	831
4	815	817	869	842	786	858	816	814	804	833	824	823
5	856	825	820	863	829	807	861	821	818	809	838	829
6	832	871	823	834	842	854	845	844	845	845	846	845
7	849	845	879	834	828	869	865	857	857	857	859	858
8	821	856	870	892	828	834	875	872	863	862	863	865
9	827	864	894	873	900	847	875	873	871	873	870	872
10	811	824	872	896	870	891	844	872	869	867	869	866
11	814	818	825	869	898	884	896	850	878	875	874	875
12	824	791	803	818	847	895	871	885	839	866	864	863
In-Person K-12 Sub	10,743	10,886	11,057	11,054	10,912	11,036	11,050	10,998	10,973	11,003	11,029	11,019
Pre-K Hdcp	36	45	45	45	45	45	45	45	45	45	45	45
In-Person PH-12 Total	10,779	10,931	11,102	11,099	10,957	11,081	11,095	11,043	11,018	11,048	11,074	11,064
E-Learning K-12 Total					325	124	124	124	124	124	124	124
Total All PH-12					11,282	11,205	11,219	11,167	11,142	11,172	11,198	11,188

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

Board Agenda Item XII.

Title: Review of Fiscal Year 2024 Budget

Date: June 1, 2023

EXECUTIVE SUMMARY:

Minnetonka Independent School District 276 is required by statute to adopt a budget for each fiscal year prior to July 1 of that fiscal year. District administration has been working with staff on the development of the Fiscal Year 2024 (FY24) Budget. Attached for School Board review are the summary pages for FY24 budgets for the various funds of the District.

The General Operating Fund that includes Transportation and Activities is projected to operate at a surplus of \$2,065,125 of revenues to ongoing expenditures for FY 2024.

This surplus is driven primarily by a larger-than normal \$2,957,147 inflation increase in Operating Referendum Revenue, \$2,184,946 in a one-time makeup levy for Operating Referendum Revenue from FY23 due to a higher actual inflation increase for Operating Referendum Revenue than the original estimated levy for FY23, and \$1,500,000 in Investment Revenue from investing District cash because interest rates have risen over 5.0% in the last 12 months. The total increase for Operating Referendum Revenue is approximately 8.5 times the historical annual increase for Operating Referendum Revenue, and the total increase for Investment Revenue is approximately 2.5 times the historical annual Investment Revenue.

The Minnesota Legislature increased the Basic Revenue Formula by 4% or \$275 per Adjusted Pupil Unit for FY24. This is an increase from the 2.0% increase received for FY23. It is the first 4.0% increase in the Basic Revenue Formula since the State of Minnesota gave increases of 4.0% in FY06 and 4.0% in FY07. The Basic Revenue Formula is the largest single revenue component for the General Operating Fund, accounting for 54% of all revenues. With inflation in the Minneapolis-St. Paul-Bloomington Metropolitan Area running at 5.8% in Calendar 2021 and 8.0% in Calendar 2022, every additional percentage increase in the Basic Revenue Formula is much needed.

The Minnesota Legislature provided additional funding through a change in the Special Education Cross Subsidy Revenue formula, increasing it from 6.43% of the Special Education Cross Subsidy Amount to 44% of the Cross Subsidy. This one-time boost in the percentage of Special Education costs covered by State revenues reduces the need to spend local revenues to pay for the shortfall of State revenues to pay for Special Education.

Targeted enrollment for October 2023 is projected at 11,200 K-12 students, inclusive of 11,100 in-person students and 100 e-learning students. The Minnetonka School Board set an enrollment cap of 11,100 in-person K-12 students on October 3, 2019 in FY20. The 11,100 K-12 in-person cap remains in place. FY24 is the fifth year of small-to-no in-person student growth.

Total FY24 Revenues in the General Operating Fund are estimated at \$161,022,727, which is an increase of \$11,029,331 over FY23 Revenues of \$149,993,396.

Total FY24 Expenditures in the General Operating fund are estimated at \$158,957,602, which is an increase of \$9,338,515 over FY23 Expenditures of \$149,619,087.

The General Operating Fund Unassigned Balance at the end of FY24 is projected to be \$25,056,801. This amounts to 15.8% of budgeted expenditures and is above the School Board Policy 703 minimum-allowed Unassigned Balance of 6.0% of budgeted expenditures.

The combination of tightly monitored expense controls plus the additional revenue provided from enrollment growth in past years has allowed the District to continue to maintain very stable finances while maintaining and selectively expanding opportunities for students. Additional Operating Referendum Revenue, which is in place through the 2024 Pay 2025 levy to fund Fiscal Year 2026, gives the District a stable base of revenue from which to maintain the high quality programs that are being delivered to students. At this time, the District does not have the Statutory Authority to ask voters of the District for an additional amount of funding per pupil from the Operating Referendum, as the District is at the State-mandated Operating Referendum cap of \$2,110.97 per student. It will require action by the Legislature to increase the State-mandated Operating Referendum cap in order for the District to be able to run an election for additional Operating Referendum revenue per pupil.

Summary pages of each fund of the District are attached, along with the major assumptions for revenues and expenses used to formulate the General Fund Budget.

ATTACHMENTS:

FY2023 General Fund Budget and FY24-FY28 Updated Projection
Projected FY23-FY28 General Fund Budget Assumptions
Summary of Budgets – All Governmental Fund Types

RECOMMENDATION/FUTURE DIRECTION:

The FY2024 Budget is being presented for the School Board's review.

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

Concurrence: 
David Law, Superintendent

MINNETONKA INDEPENDENT SCHOOL DISTRICT 276
FY2024 ADOPTED GENERAL OPERATING FUND BUDGET AND PROJECTION FOR FY2025 THROUGH FY2029

General (01), Transportation (03), & Extra Curricular (11) Funds		+36.86 Tchr FTE	+5.05 Tchr FTE*	+15.38 Tchr FTE	+3.09 Tchr FTE	+0 Tchr FTE	+0 Tchr FTE	+0 Tchr FTE	+0 Tchr FTE	+0 Tchr FTE
K-12 Student Growth Oct Target Numbers (Actuals Thru FY23)		3	36	-23	0	0	0	0	0	0
October 1 K-12 Enrollment Target (Actuals Thru FY23)		11,050	11,223	11,200	11,200	11,200	11,200	11,200	11,200	11,200
Definitions		Actual 2020-2021	Actual 2021-2022	Amended 2022-2023	Adopted 2023-2024	Projected 2024-2025	Projected 2025-2026	Projected 2026-2027	Projected 2027-2028	Projected 2028-2029
SOURCES OF REVENUE:	Gen Ed Rev - Resident	\$52,510,901	\$54,087,221	\$53,792,352	\$55,936,099	\$57,096,002	\$58,571,312	\$59,825,201	\$61,119,140	\$62,436,551
	Gen Ed Rev - Open Enroll	27,301,085	\$28,762,422	\$30,405,024	\$31,616,732	\$32,272,343	\$33,106,233	\$33,814,968	\$34,546,340	\$35,290,980
	Categorical	21,521,800	22,125,490	24,805,714	29,181,854	29,300,405	30,011,216	31,081,322	31,770,512	31,984,819
	Miscellaneous	2,586,547	3,472,364	4,365,326	4,253,840	3,663,277	3,363,277	3,263,277	3,163,277	3,063,277
	Federal	5,147,599	4,244,490	4,998,248	3,003,053	2,895,087	2,895,087	2,895,087	2,895,087	2,895,087
	Revenue Before Ref.	109,067,932	112,691,987	118,366,664	123,991,578	125,227,115	127,947,124	130,879,855	133,494,355	135,670,714
	Total Voter Approved Referendum Rev	22,694,451	23,007,370	22,917,435	28,059,527	26,773,026	27,332,547	27,928,392	28,531,625	29,147,911
	Local Option Revenue Tier 1	5,129,722	5,292,763	5,163,642	5,429,663	5,220,882	5,220,882	5,220,882	5,220,882	5,220,882
	Local Option Revenue Tier 2	3,553,519	3,489,811	3,545,655	3,541,958	3,592,681	3,592,681	3,592,681	3,592,681	3,592,681
	Total Revenue	\$140,445,624	\$144,481,932	\$149,993,396	\$161,022,727	\$160,813,703	\$164,093,233	\$167,621,809	\$170,839,543	\$173,632,188
USES OF REVENUE:	Salaries & Wages	\$95,528,645	\$98,311,029	\$101,114,527	\$106,519,637	\$110,624,566	\$114,547,029	\$118,605,504	\$122,804,571	\$127,148,956
	Benefits	29,942,724	30,769,754	31,644,605	33,468,615	34,628,861	35,712,518	36,850,037	38,030,435	39,297,146
	Purchased Serv.	5,986,769	7,234,495	6,766,180	7,015,105	6,842,709	6,959,996	7,078,718	7,198,909	7,320,602
	Supplies	5,620,744	4,534,112	4,428,048	4,926,418	4,950,050	4,999,051	5,048,541	5,098,527	4,893,241
	Transportation	5,217,071	6,004,090	5,824,112	7,192,749	7,728,925	8,094,681	8,478,257	8,728,179	8,985,535
	Transfers	554,482	591,230	626,562	650,155	669,660	689,749	710,442	731,755	753,708
	Transfer from OPEB Trust	(750,607)	(754,419)	(784,947)	(815,077)	(793,266)	(737,880)	(679,468)	(621,296)	(606,606)
	Total Expenses	\$142,099,827	\$146,690,293	\$149,619,087	\$158,957,602	\$164,651,506	\$170,265,145	\$176,092,032	\$181,971,080	\$187,792,582
BOTTOM LINE:	Ongoing Revenue Over (Under) Expenditures	(\$1,654,204)	(\$2,208,361)	\$374,309	\$2,065,125	(\$3,837,803)	(\$6,171,911)	(\$8,470,223)	(\$11,131,537)	(\$14,160,394)
FUND BALANCE:	Beginning	\$27,398,932	\$25,744,728	\$23,536,367	\$23,910,676	\$25,975,801	\$22,137,998	\$15,966,087	\$7,495,864	(\$3,635,673)
	Ongoing Revenue Over (Under) Expenditures	(\$1,654,204)	(\$2,208,361)	\$374,309	\$2,065,125	(\$3,837,803)	(\$6,171,911)	(\$8,470,223)	(\$11,131,537)	(\$14,160,394)
	One-Time Transfer from OPEB Fund (VANTAGE/MOMENTUM)	\$0	\$9,850,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	One-Time Transfer to Operating Capital/Construction Fund	\$0	(\$9,850,000)	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Ending	25,744,728	23,536,367	23,910,676	25,975,801	22,137,998	15,966,087	7,495,864	(3,635,673)	(17,796,067)
RECON. OF ENDING FUND BALANCE:										
Assigned Fund Balance	Op Cap Deferred Use	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Q-Comp	\$296,986	\$436,430	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000	\$300,000
Restricted Fund Balance	3rd Party Billing	\$135,058	\$111,162	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000
Non Spendable Fd Bal	Prepays & Inventories	\$1,225,989	\$1,133,240	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000	\$550,000
	Total Assigned, Non Spendable or Restricted Fd Bal	\$1,658,033	\$1,680,833	\$910,000	\$910,000	\$910,000	\$910,000	\$910,000	\$910,000	\$910,000
	Total Unassigned Fund Balance	\$24,086,696	\$21,855,534	\$23,000,676	\$25,065,801	\$21,227,998	\$15,056,087	\$6,585,864	-\$4,545,673	-\$18,706,067
	Total Fund Balance as % of Expenditures	18.1%	16.0%	16.0%	16.3%	13.4%	9.4%	4.3%	-2.0%	-9.5%
	Unassigned as a % of Expenditures	17.0%	14.9%	15.4%	15.8%	12.9%	8.8%	3.7%	-2.5%	-10.0%
* 9.97 FTE Teacher staff are assigned to the Tonka Online Comprehensive eLearning Program										

Adopted Budget Six-Year Projection Assumptions
FY24-FY29
June 15th, 2023

Projected FY24-FY29 Major Budget Assumptions
Under Current Statutes through FY23 Legislature

The following major assumptions and factors are included in the Adopted Budget Projected FY24 through FY29 Budget Projections:

- Enrollment
 - FY24 through FY29 K-12 students set at 11,200 K-12 based on 11,100 FY23 In-Person enrollment target plus 100 FY23 Tonka On-line Comprehensive enrolled students continuing as Tonka On-Line Comprehensive or In-Person students in FY24.
- Total Revenues for FY24 of \$161,022,727 which is a \$11,029,331 increase over FY23 Amended Budget Revenues of \$149,993,396.
- General Education Formula Per Pupil FY24 – assumes 4.0% increase of \$275 to \$7,138 based on state statute.
 - General Education Formula Per Pupil FY25 – assumes 2.0% increase of \$143 to \$7,281 based on state statute.
 - General Education Formula Per Pupil FY26 – assumes 2.58% increase of \$188 to \$7,469 based on MDE calculation of projected inflation.
 - General Education Formula Per Pupil FY27 – assumes 2.14% increase of \$160 to \$7,629 based on MDE calculation of projected inflation.
 - General Education Formula Per Pupil FY28 – assumes 2.16% increase of \$165 to \$7,794 based on MDE calculation of projected inflation.
 - General Education Formula Per Pupil FY29 – assumes 2.16% increase of \$168 to \$7,962 based on MDE calculation of projected inflation.
- Local Option Revenue Tier 1 for FY24 and later remains at \$424 per Adjusted Pupil Unit which generates \$5,429,663 in FY24 – this is local levy so additional students above the estimate generate revenue in a subsequent year with a make-up levy.
- Local Option Revenue Tier 2 for FY24 at \$300 and adjusted for inflation through FY26 at Operating Referendum Inflation Rate – generates \$3,541,958 in FY24
- Categorical Programs revenue (Q-Comp, Equity, etc.) FY24 – includes new funding for Student Support Personnel Aid of \$11.94 per pupil, new funding for Library Aid of \$16.11 per pupil, and an enhanced Compensatory Revenue funding formula which will hold harmless due to the enactment of Universal Meals program.
 - Student Support Services Aid = +\$147,022
 - Library Aid = +\$198,369
 - Compensatory Revenue = +\$350,320

- English Learner Cross Subsidy Reduction Aid increase which increases the EL Revenue per pupil from \$704 to \$1,228 along with the EL Concentration Revenue per pupil from \$250 to \$436.
 - EL Revenue = +\$115,804
 - EL Concentration Revenue = +\$7,096
- Special Education (SPED) Cross Subsidy Reduction Aid increase which reduces the cross-subsidy by 44% in FY24 (previously at 6% in FY23)
 - SPED Cross Subsidy Reduction Aid = +\$3,022,465
- FY24 Federal Revenue (as well as offsetting expenditures) set at estimated grant levels per grant awards including estimated carryover revenue from FY23 for Regular Federal fund (Title/IDEA)
 - FY24 no longer includes any new or carryover COVID Federal Relief funds (projected to be fully utilized in FY23)
 - Any permanent positions funded by COVID Federal Relief funds are now funded out of the General Operating Fund.
- Operating Referendum Revenue – \$2,110.97 per Adjusted Pupil Unit levied for FY24
 - Larger than normal inflation factor adjustment calculated by MDE and MMB of 12.18% generated a \$229.16 per Adjusted Pupil Unit increase totaling \$2,957,146.58 – normal inflation adjustments are between \$40 and \$60 per Adjusted Pupil Unit
 - One-time prior year adjustment of \$2,184,946 due to increased CPI inflation above original estimate calculated by MDE and MMB
 - Subsequent years increased by inflation factors per MDE Referendum Revenue estimates
 - \$2,174.30 per Adjusted Pupil Unit in FY25 (3.00% inflation based on trajectory of economy as of May 2023 when inflation is at 4.90% on an annualized basis)
 - \$2,219.74 per Adjusted Pupil Unit in FY26 (Based on MDE Inflation Estimates at 2.09%)
 - \$2,268.13 per Adjusted Pupil Unit in FY27 (Based on MDE Inflation Estimates at 2.18%)
 - \$2,317.12 per Adjusted Pupil Unit in FY28 (Based on MDE Inflation Estimates at 2.16%)
 - District is at the Operating Referendum Cap starting in FY20 and future years – only annual increase is for inflation as approved by the voters of the District. The District does not have the option of asking the voters of the District for additional revenue.
- Miscellaneous Revenue - Includes \$370,000 in Tonka On-Line gross revenue from increased participation in additional course offerings and interest earnings of approximately \$1,500,000 based on current interest rates and locked in investments.
- Total Expenditures for FY24 of \$158,957,602 which is an increase of \$9,338,515 over FY23 Amended Budget Expenditures of \$149,619,087

- Salaries – Salaries are 67.0% of the General Operating Fund Budget – together with Benefits at 20.6%, they make up 87.6% of the General Operating Fund Budget
 - Teachers (Fund 01)
 - FY24 Adopted Budget K-12 teaching staff at 838.25 FTE through the 04/14/23 staffing document from Human Resources. 3.09 FTE teachers have been added compared to the FY23 Amended Budget. The FY24 Adopted Budget includes 9.97 FTE eLearning Comprehensive Tonka Online program teachers.
 - FY25 through FY29 assumes no teacher growth over FY24.
 - FY24 assumes a Total Compensation Package increase of 4.0% Salary and benefit package increases for Minnetonka Teachers Association (MTA).
 - FY24 New Hire estimated Teacher Salary is estimated at \$68,785 with a total position cost of \$91,610 including benefits.
 - FY24 Average Teacher Salary is \$87,798 with a total position cost of \$115,226 including benefits.
 - Together, Teacher Salary and Benefit costs are 65.65% of the General Operating Fund Budget. FY24 Teacher Salaries and payments are 50.50% of the General Operating Fund Budget (\$80,272,778) - Teacher Benefits are 15.15% of the General Operating Fund Budget (\$24,082,021)
 - FY25 assumes a Total Compensation Package increase of 4.0% salary and benefit package increases for MTA.
 - FY26 through FY29 assumes a Total Compensation Package increase of 3.0% salary and benefit package increases for MTA.
 - Other Staff
 - FY24 assumes actual contracts for FY24 for all other bargaining unit contracts per Board approved contracts.
 - Assumes an increase in contract amounts from FY23 for all unsettled contracts.
 - Actual salary and benefit agreements for FY23 Board approved contracts
 - 1.41 FTE non-teaching staff increase from FY23 Amended Budget to FY24 Adopted Budget
 - + 1.00 FTE Director of Special Education
 - + 0.25 FTE Assistant Principal @ MMW (FY23 was partially filled as of 10/3/22)
 - + 0.75 FTE Custodian for VANTAGE MOMENTUM Building (FY24 projected start date of 10/1/23)
 - FY25 assumes 4.0% future salary and benefit increases.
 - FY26 through FY29 assumes 3.0% future salary and benefit increases.

- Benefits – Benefits inclusive of the OPEB Retirement Benefits transfer reduction are 20.6% of the General Operating Fund Budget – together with Salaries they make up 87.6% of the General Operating Fund Budget
 - Actual fringe benefit contribution increases for FY24 are included for MTA with a 4.0% salary and benefit package increase for FY25, followed by a 3.0% on-going salary and benefit package increase for FY26 through FY29
 - Teachers Retirement Association (TRA) pension contributions at 8.75% in FY24 and thereafter:
 - 2018 Pension Bill increased the TRA contribution rate in future years but State Aid revenue will be provided to offset the increase
 - Public Employees Retirement Association pension contributions at 7.50% in FY24 through FY29
 - OPEB Trust transfer of \$815,077 is calculated by CBIZ actuaries and reduces benefit expenditures in the General Operating Fund

- Total Salaries and Benefits of \$139,173,175 are 87.6% of Total General Operating Fund Expenditures of \$158,957,602

- Purchased Services
 - From FY23 Amended Budget, line items increased by 1% for all cost center budgets unless an additional increase was approved by the Superintendent for the FY24 Adopted Budget, then increased by 1% inflation for FY25-FY29 for all cost center budgets.
 - Contracted student placements for Early Childhood Special Education (ECSE) slots for tentative projection increase of \$103,719; Projected costs at West Metro Learning Connections for Setting 4 SPED Services per IEPs increased by \$180,000
 - Contracted tuition for two behavior language consultants/analysts increased by \$181,000
 - Utilities for new VANTAGE MOMENTUM building are estimated to be 1/3 the cost of Clear Springs increased by \$34,817
 - Property and Liability Insurance projected rate increase of \$86,099 or 15%

- Purchased Services are 4.4% of General Operating Fund Budget
 - Includes line items such as electricity, water and sewer, gas for appliances, refuse removal, recycling, snow removal, repair and preventive maintenance costs of building systems, property insurance, legal counsel, Special Education tuition at various care facilities, and professional consultants.

- Supplies
 - Increased by 1% From FY23 Amended Budget for all cost center budgets unless an additional increase was approved by the Superintendent for FY24 Adopted Budget, then increased by 1% inflation for FY25-FY29 for all cost centers budgets.

- Buildings and Grounds Maintenance budget increased by \$54,000 to provide free pads, tampons, and/or other menstrual products to students in all restrooms used by Grades 4th through 12th per Minnesota Statute.
 - MOMENTUM Program budget increased by \$80,650 for new CTE strands – Aviation and Transportation Careers (Previously included Maker-Bay and Auto-Bay)
 - Textbook budget increased by \$247,263 to reflect projected costs for existing instructional resources, as well as new resources to support science implementation and high school social studies replacement texts. (Additional Textbook budgets of \$1,100,000 are assigned to the Capital Projects-Tech Levy Fund)
 - VANTAGE Program budget increased by \$61,450 aligned with increasing participation.
- Supplies are 3.1% of General Operating Fund Budget
 - Includes line items such as instructional, restroom and cleaning supplies, maintenance repair supplies such as HVAC system filters, and grounds supplies such as fuel for the maintenance vehicles and replacement parts for the snow removal and grass mowing equipment.
- Transportation
 - Increase of \$1,368,637 or 23.5% from FY23 Amended Budget to FY24 Adopted Budget with the amended 4-year contract with First Student
 - Includes an increase of 19.88% in FY24, an increase of 8.00% in FY25, and an increase of 5% in both FY26 and FY27.
 - Bus routes in FY24 are at the same number as in FY23.
 - \$350,000 added for shuttles to transport students to and from MHS and VANTAGE MOMENTUM
- Transportation is 4.5% of the General Operating Fund Budget
- Transfers – This is the transfer to the Arts Center operations budget in the amount of \$614,193 to fund the operating expenditures of the Arts Center that are not paid for out of play ticket receipts and facility rental revenue. Additionally, beginning in FY21, the FY24 Adopted Budget includes a transfer to the Community Education Fund 04 (PRG 583) in the amount of \$35,962 to pay for expenditures over revenues related to pre-school screening. UFARS accounting changes now considers pre-school screening to be a General Operating Fund cost.
- Transfers are 0.4% of the General Operating Fund Budget

MINNETONKA SCHOOL DISTRICT

Capital Expenditures Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Category

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ 3,509,851	\$ 3,769,283	\$ 4,052,425	\$ 4,207,418	\$ 3,951,696
Other Local and County Revenues	398,141	262,553	434,662	13,766	14,178
Interest on Investments	3,356	104	279	-	-
State of Minnesota	1,809,399	1,742,405	1,694,513	1,634,478	1,576,550
Federal Government	-	-	-	-	-
Transfer from Operating Capital to H&S	373,663	3,198	10,276	-	-
Total Revenues and Other Sources	6,094,411	5,777,543	6,192,154	5,855,662	5,542,424
Expenditures and Other Uses:					
Equipment	655,961	551,165	220,219	375,000	398,000
Facilities	3,504,433	4,977,674	2,763,877	2,774,354	2,225,689
Health and Safety	501,835	579,444	467,097	590,000	600,000
Instructional Lease Levy	1,963,641	2,201,689	2,514,129	2,439,991	2,554,555
Total Expenditures and Other Uses	6,625,870	8,309,971	5,965,323	6,179,345	5,778,244
Excess of Revenues and Other Sources Over (Under) Expenditures and Other Uses	(531,460)	(2,532,428)	226,832	(323,683)	(235,820)
Other Changes in Reserved and Designated Fund Balances	219,483	-	-	-	-
Fund Balance at the Beginning of Year	3,893,514	3,581,537	1,049,110	1,275,943	952,260
Fund Balance at End of Year	\$ 3,581,537	\$ 1,049,110	\$ 1,275,943	\$ 952,260	\$ 716,442

Allocation of Fund Balance:

Reserved Fund Balance	2019-20	2020-21	2021-22	2022-23	2023-24
Operating Capital	3,102,872	546,375	750,272	432,823	676,399
Cell Tower Revenue Reserve	55,138	68,179	80,497	74,264	29,425
Lease Levy	423,527	434,556	445,174	445,174	10,618
Health & Safety	-	-	-	-	-
Total Reserved Fund Balance	\$ 3,581,537	\$ 1,049,110	\$ 1,275,943	\$ 952,260	\$ 716,442

MINNETONKA SCHOOL DISTRICT

Athletic Equipment Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Site

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ -	\$ -	\$ -	\$ -	\$ -
Other Local and County Revenues	163,492	215,846	294,502	489,391	240,000
Interest on Investments	-	-	-	-	-
State of Minnesota	-	-	-	-	-
Federal Government	-	-	-	-	-
Sales and Other Conversion of Assets	-	-	-	-	-
Total Revenues and Other Sources	<u>163,492</u>	<u>215,846</u>	<u>294,502</u>	<u>489,391</u>	<u>240,000</u>
Expenditures and Other Uses:					
Minnetonka Middle School East	1,640	2,855	947	119,137	55,000
Minnetonka Middle School West	22,466	3,396	1,612	61,941	55,000
Minnetonka High School	197,057	157,845	185,086	308,313	110,000
Total Expenditures and Other Uses	<u>221,163</u>	<u>164,096</u>	<u>187,645</u>	<u>489,391</u>	<u>220,000</u>
Excess of Revenues and Other Sources Over (Under) Expenditures and Other Uses					
	(57,672)	51,751	106,857	-	20,000
Other Changes in Reserved and Designated Fund Balances					
Fund Balance at the Beginning of Year	<u>388,449</u>	<u>330,777</u>	<u>382,521</u>	<u>489,378</u>	<u>489,378</u>
Fund Balance at End of Year	<u>\$ 330,777</u>	<u>\$ 382,521</u>	<u>\$ 489,378</u>	<u>\$ 489,378</u>	<u>\$ 509,378</u>

MINNETONKA SCHOOL DISTRICT

Arts Center on 7 Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Object

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ -	\$ -	\$ -	\$ -	\$ -
Other Local and County Revenues	331,271	168,238	471,141	377,600	377,600
Interest on Investments	-	-	-	-	-
State of Minnesota	-	-	-	-	-
Federal Government	-	-	-	-	-
Transfer from General Fund	510,256	521,339	551,460	573,721	614,193
Total Revenues and Other Sources	841,527	689,577	1,022,601	951,321	991,793
Expenditures and Other Uses:					
Salaries	410,745	397,939	430,871	407,760	426,120
Employee Benefits	138,866	141,129	150,805	156,698	165,786
Purchased Services	213,878	137,409	266,742	367,250	367,250
Supplies and Materials	7,152	400	7,468	3,865	12,189
Equipment	18,040	53,430	11,933	15,398	20,098
Miscellaneous	52,846	(40,730)	154,782	350	350
Total Expenditures and Other Uses	841,527	689,577	1,022,601	951,321	991,793
Excess of Revenues and Other Sources Over (Under) Expenditures and Other Uses	-	-	-	-	-
Other Changes in Reserved and Designated Fund Balances					
Fund Balance at the Beginning of Year	-	-	-	-	-
Fund Balance at End of Year	\$ -	\$ -	\$ -	\$ -	\$ -

Note: Net Profit (Loss) in Plays Will Be Transferred to Trust Account

Art Center Trust Account					
Beginning Balance	158,333	184,557	131,199	239,768	239,768
Plays Profit (Loss)	26,224	(53,358)	108,569	-	-
Ending Balance	\$ 184,557	\$ 131,199	\$ 239,768	\$ 239,768	\$ 239,768

MINNETONKA SCHOOL DISTRICT

Dome Operations Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Object

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Rental Revenue	\$ 300,774	\$ 253,320	\$ 367,988	\$ 331,929	\$ 367,980
Annual Pledges	-	-	-	-	-
Interest on Investments	-	-	-	-	-
Transfer (to)/from Trust	\$ 127,805	\$ 36,696	\$ (13,297)	\$ -	\$ -
Transfer from General Fund	\$ -	\$ 24,293	\$ -	\$ -	\$ -
Total Revenues and Other Sources	428,579	314,310	354,691	331,929	367,980
Expenditures and Other Uses:					
Salaries/Benefits	65,913	78,779	83,656	72,000	94,876
Management Services	-	-	-	-	-
Postage	-	-	-	-	-
Advertising	-	-	-	300	300
Repairs & Maintenance	-	-	-	700	700
Utilities	95,693	84,961	118,138	105,852	117,231
Custodial Supplies	-	-	-	1,000	1,000
Equipment Purchased	103,000	-	-	-	-
Miscellaneous	11,440	229	-	2,000	2,000
Total Expenditures and Other Uses	276,046	163,968	201,794	181,852	216,107
Excess of Revenues and Other Sources					
Over (Under) Expenditures and Other Uses	152,533	150,341	152,897	150,077	151,873
Annual Debt Payment	(152,533)	(150,341)	(152,897)	(150,077)	(151,873)
Fund Balance at the Beginning of Year	-	-	-	-	-
Fund Balance at End of Year	\$ -	\$ -	\$ -	\$ -	\$ -

Turf and Dome Trust Account	2019-20	2020-21	2021-22	2022-23	2023-24
Beginning Balance	164,502	36,697	(0)	13,297	13,297
Pledges and Donations	-	-	-	-	-
Transfer (from)/to Operating Budget	(127,805)	(36,697)	13,297	-	-
Ending Balance	\$ 36,697	\$ (0)	\$ 13,297	\$ 13,297	\$ 13,297

Debt Outstanding Balance 2016K	2019-20	2020-21	2021-22	2022-23	2023-24
Beginning Debt Outstanding Balance	1,390,000	1,280,000	1,165,000	1,045,000	925,000
Less Principal Payment	(110,000)	(115,000)	(120,000)	(120,000)	(125,000)
Ending Debt Outstanding Balance	\$ 1,280,000	\$ 1,165,000	\$ 1,045,000	\$ 925,000	\$ 800,000
Final Payoff 02/01/2029					

MINNETONKA SCHOOL DISTRICT

Page Center Operations Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Object

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ 433,806	\$ 522,249	\$ 484,878	\$ 532,048	\$ 477,440
Rental Revenue	100,000	100,000	100,000	100,000	100,000
Miscellaneous Revenue	-	-	-	-	-
Total Revenues and Other Sources	533,806	622,249	584,878	632,048	577,440
Expenditures and Other Uses:					
Salaries	167,823	201,005	141,430	186,438	196,681
Employee Benefits	53,534	63,574	50,866	69,886	72,653
Purchased Services	339,067	304,298	338,550	316,082	320,722
Supplies and Materials	24,454	58,395	48,039	52,537	52,537
Equipment	-	17,865	-	4,000	4,000
Miscellaneous	-	-	-	-	-
Total Expenditures and Other Uses	584,878	645,137	578,885	628,943	646,593
Excess of Revenues and Other Sources					
Over (Under) Expenditures and Other Uses	(51,073)	(22,888)	5,994	3,105	(69,153)
Fund Balance at the Beginning of Year	(966,568)	(1,017,641)	(1,040,529)	(1,034,535)	(1,031,430)
Fund Balance at End of Year	\$ (1,017,641)	\$ (1,040,529)	\$ (1,034,535)	\$ (1,031,430)	\$ (1,100,583)

Debt Outstanding Balance 2016L

	2019-20	2020-21	2021-22	2022-23	2023-24
Beginning Debt Outstanding Balance	1,885,000	1,805,000	1,725,000	1,640,000	1,555,000
Less Principal Payment	(80,000)	(80,000)	(85,000)	(85,000)	(90,000)
Ending Debt Outstanding Balance	\$ 1,805,000	\$ 1,725,000	\$ 1,640,000	\$ 1,555,000	\$ 1,465,000
Final Payoff 03/01/2036					

MINNETONKA SCHOOL DISTRICT

Long-Term Facilities Maintenance (LTFM) Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Project

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ -	\$ -	\$ -	\$ -	\$ -
Other Local and County Revenues	-	-	-	-	-
Interest on Investments	-	-	-	-	215,196
State of Minnesota	-	-	-	-	-
Federal Government	-	-	-	-	-
Sales and Other Conversion of Assets	4,922,961	7,202,963	6,472,727	9,533,258	10,785,000
Total Revenues and Other Sources	<u>4,922,961</u>	<u>7,202,963</u>	<u>6,472,727</u>	<u>9,533,258</u>	<u>11,000,196</u>
Expenditures and Other Uses:					
Alternative Facilities	6,255,901	3,546,790	5,728,118	6,456,196	9,693,078
Total Expenditures and Other Uses	<u>6,255,901</u>	<u>3,546,790</u>	<u>5,728,118</u>	<u>6,456,196</u>	<u>9,693,078</u>
Excess of Revenues and Other Sources Over (Under) Expenditures and Other Uses	(1,332,940)	3,656,174	744,609	3,077,062	1,307,118
Other Changes in Reserved and Designated Fund Balances-Reclass Construction					
Fund Balance at the Beginning of Year	<u>2,269,164</u>	<u>936,224</u>	<u>4,592,398</u>	<u>5,337,007</u>	<u>8,414,069</u>
Fund Balance at End of Year	<u>\$ 936,224</u>	<u>\$ 4,592,398</u>	<u>\$ 5,337,007</u>	<u>\$ 8,414,069</u>	<u>\$ 9,721,187</u>

Note: Beginning in 2022-23, Fund 46 LTFM has been moved from UFARS Fund 06 Building Construction Fund to UFARS Fund 01 General Fund

MINNETONKA SCHOOL DISTRICT

Fiduciary Funds Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Object

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Donations	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Revenue	<u>1,439,774</u>	<u>552,807</u>	<u>1,615,210</u>	<u>1,800,106</u>	<u>1,591,285</u>
Total Revenues and Other Sources	<u>1,439,774</u>	<u>552,807</u>	<u>1,615,210</u>	<u>1,800,106</u>	<u>1,591,285</u>
Expenditures and Other Uses:					
Salaries	-	-	-	-	-
Employee Benefits	-	-	-	-	-
Purchased Services	-	-	-	-	-
Supplies and Materials	-	-	-	-	-
Equipment	-	-	-	-	-
Miscellaneous	<u>1,389,420</u>	<u>636,490</u>	<u>1,358,242</u>	<u>1,800,106</u>	<u>1,484,200</u>
Total Expenditures and Other Uses	<u>1,389,420</u>	<u>636,490</u>	<u>1,358,242</u>	<u>1,800,106</u>	<u>1,484,200</u>
Excess of Revenues and Other Sources Over (Under) Expenditures and Other Uses	50,354	(83,683)	256,968	-	107,085
Other Changes in Reserved and Designated Fund Balances					
Fund Balance at the Beginning of Year	<u>1,566,401</u>	<u>1,616,755</u>	<u>1,533,072</u>	<u>1,790,041</u>	<u>1,790,041</u>
Fund Balance at End of Year	<u>\$ 1,616,755</u>	<u>\$ 1,533,072</u>	<u>\$ 1,790,041</u>	<u>\$ 1,790,041</u>	<u>\$ 1,897,126</u>

MINNETONKA SCHOOL DISTRICT
Capital Projects (Technology) Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Project

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ 6,217,092	\$ 6,586,282	\$ 6,916,127	\$ 7,275,915	\$ 7,609,670
Other Local and County Revenues	171,686	224,186	256,550	153,000	153,000
Interest on Investments	-	-	-	-	-
State of Minnesota	53,539	-	-	-	84,000
Federal Government	-	-	344,960	-	-
Sales and Other Conversion of Assets	547,000	215,901	978,959	-	250,000
Rebates	-	-	-	-	-
Total Revenues and Other Sources	6,989,316	7,026,369	8,496,596	7,428,915	8,096,670
Expenditures and Other Uses:					
Continuing Commitments	2,432,782	2,690,083	2,703,117	2,886,794	2,998,161
Hardware Rotation	61,815	24,947	85,763	50,000	50,000
Hardware-Instructional	196,829	333,214	363,598	300,000	300,000
Hardware-iPad Project	1,372,879	1,002,118	1,447,044	1,443,938	1,521,955
Classroom Equipment	205,839	194,803	528,061	556,065	455,917
Textbooks	463,912	770,664	1,059,615	1,100,000	1,100,000
Instructional Staff Development	734,447	774,480	658,358	866,900	890,760
Instructional Staff Development iPad K-3	-	-	-	114,645	119,231
Software iPad K-3	-	-	-	37,000	37,000
Hardware-Network	-	-	62,976	120,000	120,000
Infrastructure-Network	118,291	699,891	176,513	205,000	205,000
Infrastructure-Telecom	-	410	23,915	30,061	30,963
Rebates	-	-	-	-	-
Software	450,933	470,765	524,441	500,000	500,000
Infrastructure-Security Barriers	274,439	143,543	166,750	100,000	-
SAN Loan Payment	-	116,153	114,597	119,383	115,390
Total Expenditures and Other Uses	6,312,167	7,221,070	7,914,748	8,429,786	8,444,377
Excess of Revenues and Other Sources Over (Under) Expenditures and Other Uses	677,150	(194,701)	581,848	(1,000,871)	(347,707)
Other Changes in Reserved and Designated Fund Balances					
Fund Balance at the Beginning of Year	367,760	1,044,909	850,208	1,432,056	431,185
Fund Balance at End of Year	\$ 1,044,909	\$ 850,208	\$ 1,432,056	\$ 431,185	\$ 83,478

MINNETONKA SCHOOL DISTRICT
Summary of Budget - General Fund (UFARS)
 Fiscal Year 2023-24 Budget

	Funds 01, 03, 11 Operating	Fund 05 Operating Capital	Fund 05 Lease Levy	Fund 12 Athletic Equipment	Fund 40 Arts Center	Fund 41 Dome Operations	Fund 43 Pagel Center Operations	Fund 46 LTFM Fund	Fund 09 Fiduciary Funds	Fund 66 Technology Fund	Total General Fund
Revenues and Other Sources:											
Local Property Tax Levies	\$ 39,892,594	\$ 1,831,697	\$ 2,119,999	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,609,670	\$ 51,453,960
Other Local and County Revenues	2,517,498	14,178	-	240,000	377,600	367,980	577,440	-	1,591,285	153,000	\$ 5,838,981
Interest on Investments	1,500,000	-	-	-	-	-	-	215,196	-	-	\$ 1,715,196
State of Minnesota	114,109,582	1,576,550	-	-	-	-	-	-	-	84,000	\$ 115,770,132
Federal Government	3,003,053	-	-	-	-	-	-	-	-	-	\$ 3,003,053
Sales and Other Conversion of Assets	-	-	-	-	614,193	-	-	10,785,000	-	250,000	\$ 11,649,193
Rebates	-	-	-	-	-	-	-	-	-	-	\$ -
Total Revenues and Other Sources	161,022,727	3,422,425	2,119,999	240,000	991,793	367,980	577,440	11,000,196	1,591,285	8,096,670	189,430,515
Expenditures:											
District and School Administration	5,759,472	-	-	-	991,793	-	-	-	-	-	\$ 6,751,265
District Support Services	4,875,899	-	-	-	-	-	-	-	1,484,200	-	\$ 6,360,099
Regular Instruction	86,805,877	-	-	220,000	-	-	646,593	-	-	-	\$ 87,672,470
Extra-Curricular	3,488,183	-	-	-	-	-	-	-	-	-	\$ 3,488,183
Vocational Instruction	1,527,389	-	-	-	-	-	-	-	-	-	\$ 1,527,389
Special Education Instruction	26,031,893	-	-	-	-	-	-	-	-	-	\$ 26,031,893
Instructional Support Services	7,536,677	-	-	-	-	-	-	-	-	-	\$ 7,536,677
Pupil Support Services	6,139,114	-	-	-	-	-	-	-	-	-	\$ 6,139,114
Site, Building, and Equipment	8,204,303	-	-	-	-	367,980	-	-	-	-	\$ 8,572,283
Fiscal and Other Fixed Cost Programs	1,396,046	-	-	-	-	-	-	-	-	-	\$ 1,396,046
Construction	-	-	-	-	-	-	-	9,693,078	-	-	\$ 9,693,078
Capital Purchases	-	3,223,689	2,554,555	-	-	-	-	-	-	8,444,377	\$ 14,222,621
Transportation	7,192,749	-	-	-	-	-	-	-	-	-	\$ 7,192,749
Total Expenditures	158,957,602	3,223,689	2,554,555	220,000	991,793	367,980	646,593	9,693,078	1,484,200	8,444,377	186,583,867
Excess of Revenues and Other Sources Over (Under) Expenditures	2,065,125	198,736	(434,556)	20,000	-	-	(69,153)	1,307,118	107,085	(347,707)	\$ 2,846,648
Other Financing Sources:											
Operating Transfers In	-	-	-	-	-	-	-	-	-	-	-
Operating Transfers Out	-	-	-	-	-	-	-	-	-	-	-
Fund Balance at the Beginning of Year	23,910,676	507,086	445,174	489,378	-	-	(1,031,430)	8,414,069	1,790,041	431,185	34,956,180
Fund Balance at End of Year	\$ 25,975,801	\$ 705,822	\$ 10,618	\$ 509,378	\$ -	\$ -	\$ (1,100,583)	\$ 9,721,187	\$ 1,897,126	\$ 83,478	\$ 37,802,828

Note: Beginning in 2022-23, Fund 46 Long-Term Facilities Maintenance (LTFM) has been moved from UFARS Fund 06 Building Construction Fund to UFARS Fund 01 General Fund

MINNETONKA SCHOOL DISTRICT

Food Service Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Object

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ -	\$ -	\$ -	\$ -	\$ -
Other Local and County Revenues	3,707,819	440,048	1,295,025	4,801,612	2,435,605
Interest on Investments	33,993	14,630	7,192	5,000	10,000
State of Minnesota	104,728	-	169,552	146,130	5,238,508
Federal Government	918,101	2,929,869	5,262,260	1,154,059	2,250,770
Sales and Other Conversion of Assets	-	-	-	-	-
Total Revenues and Other Sources	4,764,641	3,384,546	6,734,028	6,106,801	9,934,883
Expenditures and Other Uses:					
Salaries	1,458,730	961,635	1,098,097	1,424,312	1,802,702
Employee Benefits	456,875	366,654	422,750	469,464	858,242
Purchased Services	409,705	329,058	356,463	399,621	456,851
Supplies and Materials	2,173,625	1,465,726	2,797,683	3,559,724	4,210,075
Equipment	226,655	126,705	19,825	626,800	1,414,000
Miscellaneous	379,240	256,900	291,857	409,471	346,590
Total Expenditures and Other Uses	5,104,829	3,506,678	4,986,676	6,889,392	9,088,460
Excess of Revenues and Other Sources Over (Under) Expenditures and Other Uses	(340,188)	(122,132)	1,747,352	(782,591)	846,423
Other Changes in Reserved and Designated Fund Balances					
Fund Balance at the Beginning of Year	1,896,101	1,555,913	1,433,781	3,181,134	2,398,543
Fund Balance at End of Year	\$ 1,555,913	\$ 1,433,781	\$ 3,181,134	\$ 2,398,543	\$ 3,244,966

MINNETONKA SCHOOL DISTRICT

Community Education Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Program

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ 942,001	\$ 923,222	\$ 967,570	\$ 980,049	\$ 1,012,042
Other Local and County Revenues	8,825,107	6,434,585	10,181,982	11,105,748	11,436,292
Interest on Investments	55,655	16,060	13,602	14,000	40,000
State of Minnesota	519,006	547,428	491,568	509,854	592,763
Federal Government	-	224,505	397,878	300,000	-
Sales and Other Conversion of Assets	-	8,849	39,770	31,921	37,501
Total Revenues and Other Sources	10,341,768	8,154,649	12,092,371	12,941,572	13,118,598
Expenditures and Other Uses:					
Administration	1,124,675	829,972	1,164,222	1,288,489	1,202,786
Community Involvement	290,878	248,859	251,968	275,480	305,805
Youth Programs	7,862,304	5,584,562	6,893,277	9,279,741	9,513,633
Family Education	1,718,393	1,618,149	1,731,295	2,148,382	2,148,481
Total Expenditures and Other Uses	10,996,250	8,281,542	10,040,762	12,992,092	13,170,705
Excess of Revenues and Other Sources Over (Under) Expenditures and Other Uses	(654,482)	(126,893)	2,051,609	(50,520)	(52,107)
Other Changes in Reserved and Designated Fund Balances					
Fund Balance at the Beginning of Year	2,034,315	1,379,833	1,252,941	3,304,549	3,254,029
Fund Balance at End of Year	\$ 1,379,833	\$ 1,252,941	\$ 3,304,549	\$ 3,254,029	\$ 3,201,922

MINNETONKA SCHOOL DISTRICT

Aquatics Program Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Object

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Fees From Patrons	\$ 622,637	\$ 648,393	\$ 733,575	\$ 828,500	\$ 841,554
Rental Revenue	6,600	4,097	6,313	5,000	5,000
Gifts & Donations				-	-
Miscellaneous Income	247,101	173,948	308,899	324,200	324,200
Total Revenues and Other Sources	876,338	826,437	1,048,787	1,157,700	1,170,754
Operating Expenditures and Other Uses:					
Salaries	607,570	601,698	623,820	602,382	621,619
Employee Benefits	131,771	132,275	124,388	155,614	151,263
Purchased Services	133,995	88,089	214,509	144,300	144,300
Supplies and Materials	32,501	31,441	35,966	35,750	35,750
Equipment	2,736	5,129	3,207	3,000	3,000
Miscellaneous	74,091	68,416	103,540	82,019	82,587
Total Operating Expenditures and Other Uses	982,663	927,046	1,105,430	1,023,065	1,038,519
Excess of Revenues and Other Sources					
Over (Under) Operating Expenditures and Other Uses	(106,325)	(100,609)	(56,642)	134,635	132,235
Chargeback (To) From General Fund					
For Partial Contribution to Bond Payment	(134,885)	-	(131,885)	(134,635)	(132,235)
Fund Balance at the Beginning of Year	-	(241,210)	(341,819)	(530,346)	(530,346)
Fund Balance at End of Year	\$ (241,210)	\$ (341,819)	\$ (530,346)	\$ (530,346)	\$ (530,346)

Note: Fund Balance at End of Year Will Be Transferred to Trust Account

Aquatics Trust Account	2019-20	2020-21	2021-22	2022-23	2023-24
Beginning Balance	2,437	-	-	-	-
Transfer (from)/to Operating Budget	(2,437)	-	-	-	-
Ending Balance	\$ -	\$ -	\$ -	\$ -	\$ -

Debt Outstanding Balance 2016C	2019-20	2020-21	2021-22	2022-23	2023-24
Beginning Debt Outstanding Balance	1,870,000	1,795,000	1,720,000	1,645,000	1,565,000
Less Principal Payment	(75,000)	(75,000)	(75,000)	(80,000)	(80,000)
Ending Debt Outstanding Balance	\$ 1,795,000	\$ 1,720,000	\$ 1,645,000	\$ 1,565,000	\$ 1,485,000
Final Payoff 02/01/2038					

MINNETONKA SCHOOL DISTRICT
Capital Projects (Construction) Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Project

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ -	\$ -	\$ -	\$ -	\$ -
Other Local and County Revenues	37,500	20,000	20,820	-	-
Interest on Investments	9,940	70	3,070	-	150,000
State of Minnesota	-	-	-	-	-
Federal Government	-	-	-	-	-
Sales and Other Conversion of Assets	1,312,542	3,672,193	10,564,403	1,850,000	-
Total Revenues and Other Sources	1,359,982	3,692,263	10,588,293	1,850,000	150,000
Expenditures and Other Uses:					
Elementary Classroom Additions	-	-	-	-	-
MHS North Parking Lot	-	-	-	-	-
MHS Science Lab	-	-	-	-	-
TSP Building Purchase	-	-	-	-	-
Groveland Gym Addition	-	-	-	-	-
Groveland Classroom	-	-	-	-	-
Groveland KDGN Classroom Addition	-	-	-	-	-
Groveland Parking Lot	-	-	-	-	-
Groveland Purchase	-	-	-	-	-
CS Gym Addition	58,332	-	-	-	-
SH Gym Addition	476,924	-	-	-	-
MHS Loft	(442,485)	-	-	-	-
Elementary Classroom Additions	-	-	-	-	-
Upper South Synthetic Turf	643,158	-	-	-	-
Vantage/Momentum Land & Construction	990,242	70,879	1,102,820	10,000,000	6,740,100
Momentum	-	847,178	3,303,115	-	-
Shorewood Education Center	-	2,089,708	500,447	-	-
Classrooms and Parking	-	-	-	370,000	1,480,000
Total Expenditures and Other Uses	1,726,171	3,007,766	4,906,382	10,370,000	8,220,100
Excess of Revenues and Other Sources Over (Under) Expenditures and Other Uses	(366,189)	684,497	5,681,911	(8,520,000)	(8,070,100)
Other Changes in Reserved and Designated One-time transfer In from General Fund			9,850,000		
Fund Balance at the Beginning of Year	739,882	373,694	1,058,190	16,590,100	8,070,100
Fund Balance at End of Year	\$ 373,694	\$ 1,058,190	\$ 16,590,100	\$ 8,070,100	\$ 0

MINNETONKA SCHOOL DISTRICT

Debt Service Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Object

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ 6,738,497	\$ 6,779,748	\$ 7,324,844	\$ 7,882,500	\$ 8,200,110
Other Local and County Revenues	4,500	263,231	1,986	-	-
Interest on Investments	39,446	13,837	16,816	27,775	49,598
State of Minnesota	578,661	654,549	752,945	758,225	837,181
Federal Government	-	-	-	-	-
Sales and Other Conversion of Assets	14,970,809	6,708,629	43,272,797	-	-
Total Revenues and Other Sources	<u>22,331,913</u>	<u>14,419,995</u>	<u>51,369,388</u>	<u>8,668,500</u>	<u>9,086,889</u>
Expenditures and Other Uses:					
Capital Lease Interest	-	-	-	-	-
Redemption of Bond Principal	19,360,026	11,638,838	48,270,821	6,010,000	5,990,000
Interest on Bonds	2,881,701	2,970,971	2,670,389	3,013,967	3,103,154
Redemption of Loans	-	-	-	-	-
Interest on Loans	-	-	-	-	-
Other Debt Service	397,727	243,084	786,283	-	-
Permanent Transfers	373,663	3,198	10,276	-	-
Miscellaneous Fees	-	-	-	-	-
Total Expenditures and Other Uses	<u>23,013,117</u>	<u>14,856,091</u>	<u>51,737,769</u>	<u>9,023,967</u>	<u>9,093,154</u>
Excess of Revenues and Other Sources					
Over (Under) Expenditures and Other Uses	(681,204)	(436,096)	(368,381)	(355,467)	(6,265)
Other Changes in Reserved and Designated Fund Balances					
Fund Balance at the Beginning of Year	2,863,028	2,181,824	1,745,730	1,377,350	1,021,883
Fund Balance at End of Year	<u>\$ 2,181,824</u>	<u>\$ 1,745,730</u>	<u>\$ 1,377,350</u>	<u>\$ 1,021,883</u>	<u>\$ 1,015,618</u>

Allocation of Fund Balance:

	2019-20	2020-21	2021-22	2022-23	2023-24
Escrow Account 2008A	-	-	-	-	-
Escrow Account 2008D	-	-	-	-	-
Escrow Account 2012D	-	-	-	-	-
Escrow Account 2017C	-	-	-	-	-
Restricted	2,181,824	1,745,730	1,377,350	1,021,883	1,015,618
Total Reserved Fund Balance	<u>\$ 2,181,824</u>	<u>\$ 1,745,730</u>	<u>\$ 1,377,350</u>	<u>\$ 1,021,883</u>	<u>\$ 1,015,618</u>

MINNETONKA SCHOOL DISTRICT
Internal Service (Self Insurance) Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Object

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ -	\$ -	\$ -	\$ -	\$ -
Other Local and County Revenues	16,045,825	16,824,429	16,914,219	16,861,309	18,456,964
Interest on Investments	138,436	122,599	45,209	190,663	168,139
State of Minnesota	-	-	-	-	-
Federal Government	-	-	-	-	-
Sales and Other Conversion of Assets	-	-	-	-	-
Total Revenues and Other Sources	16,184,261	16,947,029	16,959,428	17,051,972	18,625,103
Expenditures and Other Uses:					
Salaries	71,352	78,508	84,638	90,537	89,297
Employee Benefits	33,007	35,355	36,900	39,229	41,766
Claims Paid	11,054,172	12,766,907	13,890,459	14,494,323	16,952,527
Claims Contingency	(29,600)	71,400	8,300	-	-
Administrative Fee	814,453	894,489	920,834	945,571	947,222
Reinsurance	-	-	-	-	-
Consulting Fee	45,720	47,626	50,845	47,600	50,496
IBNR	(29,600)	339,866	(260,166)	-	-
VEBA Contribution	1,074,754	1,225,802	1,265,263	1,261,677	1,315,801
Wellness	40,830	42,060	42,870	43,322	81,840
VEBA Fee	-	-	-	-	-
Transitional Reinsurance Fees	-	-	-	-	-
PCOR Fees	5,387	13,115	7,853	7,089	8,403
Miscellaneous	3,929	3,577	2,042	2,059	2,950
Total Expenditures and Other Uses	13,084,406	15,518,704	16,049,838	16,931,407	19,490,302
Excess of Revenues and Other Sources Over (Under) Expenditures and Other Uses	3,099,856	1,428,325	909,590	120,565	(865,199)
Other Changes in Reserved and Designated Fund Balances					
Fund Balance at the Beginning of Year	5,205,695	8,305,551	9,733,876	10,643,466	10,764,031
Fund Balance at End of Year	\$ 8,305,551	\$ 9,733,876	\$ 10,643,466	\$ 10,764,031	\$ 9,898,832

MINNETONKA SCHOOL DISTRICT
Internal Service (OPEB) Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Object

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ -	\$ -	\$ -	\$ -	\$ -
Other Local and County Revenues	-	-	-	-	-
Interest on Investments	1,066,763	4,750,962	(2,196,078)	450,000	803,571
State of Minnesota	-	-	-	-	-
Federal Government	-	-	-	-	-
Sales and Other Conversion of Assets	-	-	-	-	-
Total Revenues and Other Sources	<u>1,066,763</u>	<u>4,750,962</u>	<u>(2,196,078)</u>	<u>450,000</u>	<u>803,571</u>
Expenditures and Other Uses:					
Employee Benefits	786,338	742,607	746,419	776,947	807,077
Purchased Services	8,000	8,000	8,000	8,000	8,000
Transfer to OPEB Debt Service	-	-	9,850,000	-	-
Total Expenditures and Other Uses	<u>794,338</u>	<u>750,607</u>	<u>10,604,419</u>	<u>784,947</u>	<u>815,077</u>
Excess of Revenues and Other Sources					
Over (Under) Expenditures and Other Uses	272,425	4,000,355	(12,800,497)	(334,947)	(11,506)
Other Changes in Reserved and Designated Fund Balances					
Fund Balance at the Beginning of Year	<u>23,027,993</u>	<u>23,300,418</u>	<u>27,300,773</u>	<u>14,500,276</u>	<u>14,165,329</u>
Fund Balance at End of Year	<u>\$ 23,300,418</u>	<u>\$ 27,300,773</u>	<u>\$ 14,500,276</u>	<u>\$ 14,165,329</u>	<u>\$ 14,153,823</u>

MINNETONKA SCHOOL DISTRICT
Debt Service - OPEB Bonds Budget

For Fiscal Year 2023-24, with Comparative Information for Years 2019-20 Through 2022-23

Fund Expenditures by Object

	2019-20 Actual	2020-21 Actual	2021-22 Actual	2022-23 Amended Budget	2023-24 Budget
Revenues and Other Sources:					
Local Property Tax Levies	\$ 1,583,702	\$ 1,632,825	\$ 1,694,498	\$ 1,551,342	\$ 1,378,308
Other Local and County Revenues	1,022	60,883	485	-	-
Interest on Investments	-	-	1,795	-	-
State of Minnesota	2	10	9	-	-
Federal Government	-	-	-	-	-
Transfer from OPEB Internal Service Fund	-	20,233,609	-	-	-
Total Revenues and Other Sources	1,584,726	21,927,327	1,696,788	1,551,342	1,378,308
Expenditures and Other Uses:					
Redemption of Bond Principal	965,000	985,000	1,255,000	1,120,000	1,145,000
Interest on Bonds	643,660	610,524	351,660	355,746	333,096
Miscellaneous Fees	495	271,180	-	-	-
Bond Refunding Payment	-	19,960,540	-	-	-
Total Expenditures and Other Uses	1,609,155	21,827,244	1,606,660	1,475,746	1,478,096
Excess of Revenues and Other Sources Over (Under) Expenditures and Other Uses	(24,429)	100,084	90,128	75,596	(99,788)
Other Changes in Reserved and Designated Fund Balances					
Fund Balance at the Beginning of Year	338,593	314,164	414,247	504,375	579,971
Fund Balance at End of Year	\$ 314,164	\$ 414,247	\$ 504,375	\$ 579,971	\$ 480,183

Allocation of Fund Balance:

	2019-20	2020-21	2021-22	2022-23	2023-24
Escrow Account 2013E	-	-	-	-	-
Escrow Account 2016J	-	-	-	-	-
Unreserved	314,164	414,247	504,375	579,971	480,183
Total Reserved Fund Balance	\$ 314,164	\$ 414,247	\$ 504,375	\$ 579,971	\$ 480,183

Debt Outstanding Balance 2013E, 2016J, 2021A (refunded 2013E in 20-21)

	2019-20	2020-21	2021-22	2022-23	2023-24
Beginning Debt Outstanding Balance	22,455,000	21,490,000	20,975,000	19,720,000	18,600,000
2021A Refunded 2013E	-	470,000	-	-	-
Less Principal Payment	(965,000)	(985,000)	(1,255,000)	(1,120,000)	(1,145,000)
Ending Debt Outstanding Balance	\$ 21,490,000	\$ 20,975,000	\$ 19,720,000	\$ 18,600,000	\$ 17,455,000
Final Payoff 01/01/2038					

MINNETONKA SCHOOL DISTRICT
Summary of Budgets - All Governmental Fund Types (UFARS)
 Fiscal Year 2023-24 Budget

	General Fund	Food Service Fund	Community Service Fund	Aquatics Program	Capital Projects Construction Fund	Debt Service Fund	Internal Service Self-Insurance Fund	Internal Service OPEB Fund	Debt Service OPEB Fund	Total All Governmental Funds
Revenues:										
Local Property Tax Levies	\$ 51,453,960	\$ -	\$ 1,012,042	\$ -	\$ -	\$ 8,200,110	\$ -	\$ -	\$ 1,378,308	\$ 62,044,420
Other Local and County Revenues	5,838,981	2,435,605	11,436,292	1,170,754	-	-	18,456,964	-	-	39,338,596
Interest on Investments	1,715,196	10,000	40,000	-	150,000	49,598	168,139	803,571	-	2,936,504
State of Minnesota	115,770,132	5,238,508	592,763	-	-	837,181	-	-	-	122,438,584
Federal Government	3,003,053	2,250,770	-	-	-	-	-	-	-	5,253,823
Sales and Other Conversion of Assets	11,649,193	-	37,501	-	-	-	-	-	-	11,686,694
Rebates	-	-	-	-	-	-	-	-	-	-
Total Revenues	189,430,515	9,934,883	13,118,598	1,170,754	150,000	9,086,889	18,625,103	803,571	1,378,308	243,698,621
Expenditures:										
District and School Administration	6,751,265	-	-	-	-	-	-	-	-	6,751,265
District Support Services	6,360,099	-	-	-	-	-	-	-	-	6,360,099
Regular Instruction	87,672,470	-	-	-	-	-	-	-	-	87,672,470
Extra-Curricular	3,488,183	-	-	-	-	-	-	-	-	3,488,183
Vocational Instruction	1,527,389	-	-	-	-	-	-	-	-	1,527,389
Special Education Instruction	26,031,893	-	-	-	-	-	-	-	-	26,031,893
Community Education and Services	-	-	13,170,705	1,170,754	-	-	-	-	-	14,341,459
Instructional Support Services	7,536,677	-	-	-	-	-	-	-	-	7,536,677
Pupil Support Services	6,139,114	-	-	-	-	-	-	-	-	6,139,114
Site, Building, and Equipment	8,572,283	-	-	-	-	-	-	-	-	8,572,283
Fiscal and Other Fixed Cost Programs	1,396,046	9,088,460	-	-	-	9,093,154	19,490,302	815,077	1,478,096	41,361,135
Transportation	7,192,749	-	-	-	-	-	-	-	-	7,192,749
Technology	8,444,377	-	-	-	-	-	-	-	-	8,444,377
Construction	9,693,078	-	-	-	8,220,100	-	-	-	-	17,913,178
Capital	5,778,244	-	-	-	-	-	-	-	-	5,778,244
Total Expenditures	186,583,867	9,088,460	13,170,705	1,170,754	8,220,100	9,093,154	19,490,302	815,077	1,478,096	249,110,515
Other Financing Sources (Uses):										
Operating Transfers In	-	-	-	-	-	-	-	-	-	-
Operating Transfers Out	-	-	-	-	-	-	-	-	-	-
Total Other Financing Sources (Uses):	-	-	-	-	-	-	-	-	-	-
Excess of Revenues and Other Sources Over (Under) Expenditures and Other Uses										
	2,846,648	846,423	(52,107)	-	(8,070,100)	(6,265)	(865,199)	(11,506)	(99,788)	(5,411,894)
Fund Balance at the Beginning of Year	34,956,180	2,398,543	3,254,029	(530,346)	8,070,100	1,021,883	10,764,031	14,165,329	579,971	74,679,720
Fund Balance at End of Year	\$ 37,802,828	\$ 3,244,966	\$ 3,201,922	\$ (530,346)	\$ 0	\$ 1,015,618	\$ 9,898,832	\$ 14,153,823	\$ 480,183	\$ 69,267,826

Note: Beginning in 2022-23, Fund 46 Long-Term Facilities Maintenance (LTFM) has been moved from UFARS Fund 06 Building Construction Fund to UFARS Fund 01 General Fund

ACTION

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

Board Agenda Item XIII.

Title: Approval of Policy 707: Transportation of Public School Students June 1, 2023

EXECUTIVE SUMMARY

Policy 707: Transportation of Public School Students is presented for the School Board's review and consideration with several proposed adjustments.

These adjustments are related to the placement of students at care and treatment facilities with the purpose of aligning Policy 707 with Minnesota Statutes and the recent Minnesota 8th Circuit Court ruling in the case of *[Student] v. Eveleth-Gilbert Public Schools* regarding the transportation of Open-Enrolled Special Education Students.

ATTACHMENTS

Policy 707: Transportation of Public School Students

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve the revisions to Policy 707: Transportation of Public School Students as presented for the School Board's review and consideration.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby approve Policy 707 Transportation of Public School Students as presented.

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

Concurrence: 
David Law, Superintendent

MINNETONKA PUBLIC SCHOOLS

POLICY 707: TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

The Minnetonka School District recognizes that transportation is an essential part of the District's services to students and parents. It is the policy of the District to provide for the transportation of students in a manner which will protect their health, welfare and safety.

III. REGULATIONS

- A. Transportation by the District is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the District's discipline policy. When a student's bus riding privileges are revoked the parent or guardian is responsible for the student's transportation to school. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 USC § 1415 (Individuals with Disabilities Act), 29 USC § 794 (the Rehabilitation Act), and 42 USC § 12132, (Americans with Disabilities Act) are governed by these provisions. (Minn. Stat. § 121A.59)
- B. Requests to modify the District's transportation policies or procedures will be very carefully evaluated by taking into consideration student needs, the financial impact of the request, and the impact on existing district transportation procedures and practices.
- C. District responsibility for students begins when the child boards the bus for the start of the school day and ends when the child leaves the bus at the end of the school day.
 1. It is the legal obligation of parents/guardians to assume the supervision of students when walking either to or from the bus stop and home, at the bus stop, and to and from school and home.

2. If a student, either eligible or ineligible for District transportation service, elects to walk to school, the District does not assume responsibility for the safety of the student when walking to and from school.

IV. RESIDENT ELIGIBILITY

- A. **Two or More Miles from School:** The District shall provide transportation to and from the school in which they are enrolled, at the expense of the District, for all resident students who reside two miles or more from the school, except for those students whose transportation privileges have been revoked or have been voluntarily surrendered by the student's parent or guardian. (Minn. Stat. § 123B.88, Subd. 1)
- B. **Less Than Two Miles from School:** Students who live less than two miles from the school in which they are enrolled are not eligible for free transportation under State law and will be required to pay a transportation fee set annually by the School Board.

Eligibility is determined by measuring the distance using the most direct route between the student's residence and the respective school of enrollment. Distances are electronically calculated with the assistance of ~~EduLog~~ **the current** bus routing software that incorporates detailed mapping capabilities. If the measurement is appealed, the District will re-measure the distance from the driveway of the school to the driveway of the student's residence using a global positioning system (GPS).

- C. **"Fee for Service" Criteria and Rate Structure:** Students who live less than two miles from the school to which they are assigned are required to pay a transportation fee set annually by the School Board.

Exceptions:

1. Bus service at the entire expense of the District will be provided to special education students who require transportation as part of their Individual Education Plan (IEP), regardless of where they live. Special education students riding a designated special education bus will be transported at no charge. Note: All students, including special education students, riding a regular school bus and residing less than two miles from school will be required to pay a fee for bus service.
2. If a middle school student resides within the Middle School West (MMW) attendance area and is more than two miles from MMW, and has accepted the District's offer to attend Middle School East (MME), a transportation fee will not be assessed even if the student's residence is within two miles of MME.
3. Under the Optional Pupil Transfer (OPT), a pupil may be assigned by the Superintendent from the regularly assigned school to another school under the Optional Pupil Transfer (OPT) to achieve better class attendance.

- a. The Superintendent will identify for possible reassignment, pupils who are located near adjacent borders or within areas which minimize transportation costs and/or disruption of multiple neighborhoods.
 - b. The District will provide transportation for OPT students.

- D. Adjustment for Ability to Pay: The bus fee will be waived for students who are eligible for free or reduced price meals. If not eligible for free or reduced price meals, the District will consider an application to waive or reduce the transportation fee on a case-by-case basis. Special consideration will be given to students whose family is experiencing severe financial hardship (for example, unusually high medical expenses.)

- E. Other Policy Considerations:
 - 1. Non-Public Students: All students, both public and non-public, residing less than two miles of their school will be required to pay the transportation fee.
 - 2. Bus Pass Required: A bus pass will be issued to each student paying for bus service and to each student residing two or more miles from school. A pass will be required to ride the bus.
 - 3. Prorated Fees: Purchase of a bus pass requires that space be reserved for that student. Therefore, the fee will cover a full year's service and will not be prorated should the student elect not to ride every day or to ride only part days. If the student moves from the District prior to the start of the final quarter or a student begins service after the start of the first quarter of the year, a prorated refund or charge will be provided. There will be no reduced fee if the student starts before the beginning of second quarter and no refund if the student withdraws after the start of the final quarter.
 - 4. Ready Start Kindergarten: Eligibility for free transportation will be determined based on the distance from the child's residence and the school in which the Ready Start program is located. If the distance is two miles or more free bus service will be provided. If the distance is less than two miles the parents will be required to pay fee to ride the bus.

- F. Parent Option Program: The Parent Option Program is an option which allows any parent or guardian to request that a student attend school at a District school other than that student's regularly assigned school.
 - 1. The parent/guardian has the responsibility for the transportation of a POP student.
 - 2. Students attending a District school under POP may use existing District transportation services on a space available basis. The District will not alter existing bus routes to travel into another attendance area to pick up a student enrolled under POP.

3. A fee will be assessed if the student's residence is less than two miles from the school the student is enrolled in under the POP program.

G. Kindergarten Transportation:

1. Kindergartners riding regular elementary school buses in the morning and afternoon will use the same bus stops as the first grade through fifth grade students.
2. Kindergartners riding mid-day buses either to or from school will be picked up/dropped off in front of their houses whenever possible. In the event that road configurations, time constraints or other factors make ~~this~~ that impossible, the District will designate another nearby, safe location as the official bus stop.

V. TRANSPORTATION SCHEDULING PROVISIONS

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the School Board. (Minn. Stat. § 123B.88, Subd. 1)

- A. Delivery to School—Under normal circumstances, students should be delivered to their schools five to fifteen minutes prior to the start of school. Shuttle buses running ~~runs~~ between schools may create an exception to this rule.
- B. After School Delivery Runs—Under normal circumstances, buses shall depart from the school within ten minutes of school dismissal.
- C. Shuttle Runs—Shuttle routes may be utilized to transport students from one school attendance area to another attendance area in order to expedite routes.
- D. Bus Stops—Whenever possible, bus stops will be located at a corner or intersection Bus stops will be located to maximize bus route safety and efficiency.
 1. Standard maximum walking distances for students to bus stop are as follows:

Grades K-5:	.4 Mile
Grades 6-12:	.6 Mile

Shorter walking distances may be afforded to students where possible, but the distances noted here may be used.

2. Location of bus stops shall take into consideration visibility of the bus stop from oncoming traffic, traffic flow, impact of seasonal variations, traffic conditions, construction activities, and ensuring the bus can safely navigate the street without a back-up maneuver.

- E. School Bus Capacity—Buses must adhere to the seating capacity limitations indicated on the vehicles.
- F. Length of Ride—Regular bus runs shall not exceed the following maximum riding times:
 - 1. Senior High School—45 minutes
 - 2. Middle Schools—35 minutes
 - 3. Elementary Schools—25 minutes
 - 4. Nonpublic Schools—45 minutes
 - 5. Special Education within District—50 minutes
 - 6. Special Education outside District—70 minutes

VI. NON-PUBLIC SCHOOLS TRANSPORTATION

A. Within School District

- 1. Equal Treatment—Students attending nonpublic schools shall receive equal, but not necessarily identical, transportation services as provided to public school students.
- 2. School Hours—The nonpublic school is responsible for coordinating its calendar and starting and dismissal times with those of the District. The District shall determine the times that students will be transported to non-public schools and the dates of such transportation. Non-public schools will be expected to conform with these decisions.
- 3. Bus Routes—When separate routes for public and non-public students are used, nonpublic school routes shall operate within the same parameters as the District’s public school routes.

B. Outside the District

- 1. District residents whose child/children attend a state certified nonpublic school outside the District are eligible for limited transportation or reimbursement for transportation expenses.
- 2. The Superintendent will determine whether the District will provide the student with transportation services or financial reimbursement for other transportation services.
- 3. Option to Reimburse—When the District elects to reimburse the student for transportation costs, it is responsible only for costs incurred in transporting the student from his/her residence to the District boundary.

VII. VIDEOTAPING ON SCHOOL BUS

A. Placement

1. Each and every school bus owned, leased, contracted, and/or operated by the District shall be equipped with a fully-enclosed box for placement and operation of a video camera and conspicuously placed signs notifying riders that their conversations or actions may be recorded on tape.
2. A video camera will not necessarily be installed in every school bus owned, leased, contracted, and/or operated by the District, but cameras may be rotated from bus-to bus without prior notice to students.
3. Video cameras will be placed on a particular school bus, to the extent possible, where the District has concerns about possible inappropriate behavior.

B. Use of Videotape

1. A videotape of the actions of student passengers may be used by the District as evidence in any disciplinary action brought against a student, arising out of the student's conduct on the bus.
2. A videotape will be released to the public only in conformance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 USC §1232g, and the rules and/or regulations promulgated there under.
3. Videotapes will be viewed by District personnel on a random basis and/or when discipline problems on the bus have been brought to the attention of the School District.
4. A videotape will be retained by the District for a period of two (2) weeks, or until the conclusion of disciplinary proceedings in which the videotape is used for evidence.

VIII. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If it is determined to be within the best interests of the District to transport nonresident students from within the student's resident district such transportation shall be provided to a nonresident student at the same level of service that is provided to resident students. The District shall determine when the decision is made to transport nonresident students the appropriate fee for the service.
- B. If the District decides to transport a nonresident student within the student's resident district, the District will notify the student's resident district of its decision, in writing, prior to providing transportation. (Minn. Stat. § 123B.88, Subd. 6)

- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the nearest bus stop within the Minnetonka School District during those times when the student is residing with the parent in the nonresident school district. (Minn. Stat. § 127A.47, Subd. 3(b))

IX. TRANSPORTATION OF RESIDENT STUDENTS TO NON-DISTRICT SCHOOLS

In general, the Minnetonka Public School District shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. (Minn. Stat. § 124D.03, Subd. 8)

X. SPECIAL EDUCATION/DISABLED STUDENTS/STUDENTS WITH TEMPORARY DISABILITIES

- A. A resident disabled student who is not yet enrolled in kindergarten, who requires special education services in a location other than the student's home, shall be provided transportation to and from the student's home at the expense of the District and shall not be subject to any distance requirement. (Minn. Stat. § 123B.88, Subd. 1)
- B. Resident disabled students whose handicapped conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the District. The District shall determine the type of vehicle used to transport disabled students on the basis of the handicapping condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the District. (Minn. Rules Part 7470.1600)
- C. Resident disabled students who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the District, shall be provided transportation, by the District to and from said board and lodging facilities, at the expense of the District. (Minn. Stat. § 125A.65)
- D. When a disabled student or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the Minnetonka School District during the care and treatment, the Minnetonka School District shall provide the transportation, at the expense of the Minnetonka School District, to that student. (Minn. Stat. § 125A.15(b); Minn. Stat. § 125A.51(d))

1. Before the placement of a pupil for care and treatment, the district of residence must be notified and provided an opportunity to participate in the placement decision. (See Minn. Stat. §125 A. 51(c). It is reasonable for the school district to refuse or delay transportation to a care and treatment program if the school

district administration has been denied the opportunity to participate in the placement decision.

2. Consistent with the authority granted by Minnesota law, the purpose of this policy is to establish reasonable restrictions on the transportation of students who are temporarily placed for care and treatment in a day program and who continue to live within the boundaries of Minnetonka School District (“District”) during the care and treatment. In adopting this policy, the School Board has given consideration to various social, political, economic, and educational factors.

Reasonable Transportation Restrictions:

- a. Closer Facility: The district may refuse to transport a student to a care and treatment facility if another care and treatment facility is at least ten miles closer to the student’s home and is sufficient to meet the needs of the student. The following exception applies: The District will provide transportation to the next closest facility that is covered by the student’s insurer and has an opening if:
 - i) The student’s parent or legal guardian submits written documentation to the District showing that the insurer has formally denied coverage for a requested placement at the closest facility or
 - ii) The student’s parent or legal guardian submits written documentation to the District office showing that the closest facility has denied a requested placement.
- b. Ten Mile Radius: The District may refuse to transport a student to or from a care and treatment facility that is located more than ten (10) miles outside the District’s geographic boundaries.
- c. Regular Operating Hours: The District may refuse to transport a student to or from a care and treatment facility outside the District’s regular operating hours.
- d. Non School Days: The District is not responsible for and may not provide transportation when its schools are not in session, although transportation may be provided for special education students who receive extended school year services.
- e. The district may limit the number of trips to 2, in a given day, and will be based on the timing and location of the education services provided while the child is placed at care and treatment.

- E. When a nonresident disabled student or a student with a short-term or temporary disability is temporarily placed in a residential program within the Minnetonka School

District, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the District shall provide the necessary transportation at the expense of the District. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. (Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e))

F. Any parent of a disabled student who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)

G. Special transportation is provided within the student's enrollment area for that school or special program. If the student residing outside of the school district is accepted through open enrollment, the district may provide special transportation from the district's boundary area in accordance with the Minnesota 8th Circuit Court Ruling [Student] v. Eveleth-Gilbert Public Schools re: Transportation of OE Special Education students (Minn. Stat. § 124D.03, subd. 8).

XI. DISTRICT #287-288 SECONDARY VOCATIONAL PROGRAM TRANSPORTATION

The District will provide and pay for shuttle service between Minnetonka High School and the Hennepin Technical College Southwest Metro Career and Technical Program locations facility for students enrolled in the District #287-#288 Secondary Vocational Program.

XII. WORK EMPLOYMENT/COOPERATIVE EDUCATION PROGRAM (WE/CEP)

No transportation will be provided for pupils enrolled in WE/CEP, unless the program provides transportation funding.

XIII. HOMELESS STUDENTS

A. Homeless students shall be provided with transportation services comparable to other students in the District. (42 USC § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))

B. Upon request by the student's parent, guardian, or homeless education liaison, the District shall provide transportation for a homeless student as follows:

1. A resident student who becomes homeless and is residing in a shelter location or has other non-shelter living arrangements within the District shall be provided transportation to and from the student's school of origin and the shelter if the shelter is two or more miles from the school of origin and the student's transportation privileges have not been revoked. (42 USC § 11432(g)(1)(J)(iii)(I))

2. A resident student who becomes homeless and is residing in a shelter location or has other non-shelter living arrangements outside of the Minnetonka School District shall be provided transportation to and from the student's school of origin and the shelter if the shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked, unless the District and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. (Minn. Stat. § 125A.51(f); 42 USC § 11432(g)(1)(J)(iii)(II))

XIV. AVAILABILITY OF SERVICES

A. When Provided

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, at the discretion of the District, on staff development days or other non-school days. (Minn. Stat. § 123B.88, Subd. 21)

B. Field Trip Transportation

The District will provide free transportation services for field trips when the field trips are an integral part of a required course of study.

C. Interscholastic/Co-curricular/Community Service Activity Transportation

There is a broad variety of transportation needs associated with interscholastic/cocurricular activities/Community Education sponsored activities. Not all activities or programs have District-provided transportation. At the start of the program's activities, participants will be informed of the scope of District-provided transportation services.

D. Transportation of Students by Staff

Transportation of students by staff shall occur only when all criteria mandated by the state have been met, including licensing, and vehicle inspection.

Legal References:

- Minn. Stat. § 120A.22 (Compulsory Instruction)
- Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)
- Minn. Stat. § 123B.36 (Authorized Fees)
- Minn. Stat. § 123B.41 (Educational Aids for Nonpublic School Children; Definitions)
- Minn. Stat. § 123B.44 (Provision of Pupil Support Services)

Minn. Stat. §123B.88 (Independent Minnetonka Public School Districts, Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (Enrollment Options Programs in Border States)
Minn. Stat. Ch. 125A (Children With a Disability)
Minn. Stat. § 125A.02 (Children With a Disability, Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
Minn. Stat. § 126C.01 (General Education Revenue - Definitions)
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
20 USC § 1415 (Individuals with Disabilities Education Improvement Act of 2004)
29 USC § 794 (Rehabilitation Act of 1973, § 504)
42 USC § 2000a (Prohibition Against Discrimination or Segregation in Places of Public Accommodation)
42 USC § 11431, et seq. (McKinney-Vento Homeless Assistance Act of 2001) 42 USC § 12132
(Americans With Disabilities Act)

Cross References:

~~Policy 307: Compliance with Minnesota Data Practices Act~~

Policy 506: Student Discipline and Code of Conduct

Policy 535: Students: Assignment to Schools

Policy 709: Student Transportation Safety

Policy 722: Public Data and Data Subject Requests

Policy F-5: Field Trips

Adopted: May 4, 2006

Reviewed: May 25, 2023

Approved: June 1, 2023

MINNETONKA PUBLIC SCHOOLS

POLICY 707: TRANSPORTATION OF PUBLIC SCHOOL STUDENTS

I. PURPOSE

The purpose of this policy is to provide for the transportation of students consistent with the requirements of law.

II. GENERAL STATEMENT OF POLICY

The Minnetonka School District recognizes that transportation is an essential part of the District's services to students and parents. It is the policy of the District to provide for the transportation of students in a manner which will protect their health, welfare and safety.

III. REGULATIONS

- A. Transportation by the District is a privilege and not a right for an eligible student. A student's eligibility to ride a school bus may be revoked for a violation of school bus safety or conduct policies, or violation of any other law governing student conduct on a school bus pursuant to the District's discipline policy. When a student's bus riding privileges are revoked the parent or guardian is responsible for the student's transportation to school. Revocation of a student's bus riding privilege is not an exclusion, expulsion, or suspension under the Pupil Fair Dismissal Act. Revocation procedures for a student who is an individual with a disability under 20 USC § 1415 (Individuals with Disabilities Act), 29 USC § 794 (the Rehabilitation Act), and 42 USC § 12132, (Americans with Disabilities Act) are governed by these provisions. (Minn. Stat. § 121A.59)
- B. Requests to modify the District's transportation policies or procedures will be very carefully evaluated by taking into consideration student needs, the financial impact of the request, and the impact on existing district transportation procedures and practices.
- C. District responsibility for students begins when the child boards the bus for the start of the school day and ends when the child leaves the bus at the end of the school day.
 1. It is the legal obligation of parents/guardians to assume the supervision of students when walking either to or from the bus stop and home, at the bus stop, and to and from school and home.

2. If a student, either eligible or ineligible for District transportation service, elects to walk to school, the District does not assume responsibility for the safety of the student when walking to and from school.

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Eligibility is determined by measuring the distance using the most direct route between the student's residence and the respective school of enrollment. Distances are electronically calculated with the assistance of the current bus routing software that incorporates detailed mapping capabilities. If the measurement is appealed, the District will re-measure the distance from the driveway of the school to the driveway of the student's residence using a global positioning system (GPS).

- C. **"Fee for Service" Criteria and Rate Structure:** Students who live less than two miles from the school to which they are assigned are required to pay a transportation fee set annually by the School Board.

Exceptions:

1. Bus service at the entire expense of the District will be provided to special education students who require transportation as part of their Individual Education Plan (IEP), regardless of where they live. Special education students riding a designated special education bus will be transported at no charge. Note: All students, including special education students, riding a regular school bus and residing less than two miles from school will be required to pay a fee for bus service.
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3. Under the Optional Pupil Transfer (OPT), a pupil may be assigned by the Superintendent from the regularly assigned school to another school under the Optional Pupil Transfer (OPT) to achieve better class attendance.

- a. The Superintendent will identify for possible reassignment, pupils who are located near adjacent borders or within areas which minimize transportation costs and/or disruption of multiple neighborhoods.
 - b. The District will provide transportation for OPT students.
- D. Adjustment for Ability to Pay: The bus fee will be waived for students who are eligible for free or reduced price meals. If not eligible for free or reduced price meals, the District will consider an application to waive or reduce the transportation fee on a case-by-case basis. Special consideration will be given to students whose family is experiencing severe financial hardship (for example, unusually high medical expenses.)
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 - 2. Bus Pass Required: A bus pass will be issued to each student paying for bus service and to each student residing two or more miles from school. A pass will be required to ride the bus.
 - 3. Prorated Fees: Purchase of a bus pass requires that space be reserved for that student. Therefore, the fee will cover a full year's service and will not be prorated should the student elect not to ride every day or to ride only part days. If the student moves from the District prior to the start of the final quarter or a student begins service after the start of the first quarter of the year, a prorated refund or charge will be provided. There will be no reduced fee if the student starts before the beginning of second quarter and no refund if the student withdraws after the start of the final quarter.
 - 4. Ready Start Kindergarten: Eligibility for free transportation will be determined based on the distance from the child's residence and the school in which the Ready Start program is located. If the distance is two miles or more free bus service will be provided. If the distance is less than two miles the parents will be required to pay fee to ride the bus.
- F. Parent Option Program: The Parent Option Program is an option which allows any parent or guardian to request that a student attend school at a District school other than that student's regularly assigned school.
 - 1. The parent/guardian has the responsibility for the transportation of a POP student.
 - 2. Students attending a District school under POP may use existing District transportation services on a space available basis. The District will not alter existing bus routes to travel into another attendance area to pick up a student enrolled under POP.

3. A fee will be assessed if the student's residence is less than two miles from the school the student is enrolled in under the POP program.

G. Kindergarten Transportation:

1. Kindergartners riding regular elementary school buses in the morning and afternoon will use the same bus stops as the first grade through fifth grade students.
2. Kindergartners riding mid-day buses either to or from school will be picked up/dropped off in front of their houses whenever possible. In the event that road configurations, time constraints or other factors make ~~this~~ that impossible, the District will designate another nearby, safe location as the official bus stop.

V. TRANSPORTATION SCHEDULING PROVISIONS

The scheduling of routes, establishment of the location of bus stops, manner and method of transportation, control and discipline of school children, the determination of fees, and any other matter relating thereto shall be within the sole discretion, control and management of the School Board. (Minn. Stat. § 123B.88, Subd. 1)

- A. Delivery to School—Under normal circumstances, students should be delivered to their schools five to fifteen minutes prior to the start of school. Shuttle buses running ~~runs~~ between schools may create an exception to this rule.
- B. After School Delivery Runs—Under normal circumstances, buses shall depart from the school within ten minutes of school dismissal.
- C. Shuttle Runs—Shuttle routes may be utilized to transport students from one school attendance area to another attendance area in order to expedite routes.
- D. Bus Stops—Whenever possible, bus stops will be located at a corner or intersection Bus stops will be located to maximize bus route safety and efficiency.
 1. Standard maximum walking distances for students to bus stop are as follows:

Grades K-5:	.4 Mile
Grades 6-12:	.6 Mile

Shorter walking distances may be afforded to students where possible, but the distances noted here may be used.

2. Location of bus stops shall take into consideration visibility of the bus stop from oncoming traffic, traffic flow, impact of seasonal variations, traffic conditions, construction activities, and ensuring the bus can safely navigate the street without a back-up maneuver.

- E. School Bus Capacity—Buses must adhere to the seating capacity limitations indicated on the vehicles.
- F. Length of Ride—Regular bus runs shall not exceed the following maximum riding times:
 - 1. Senior High School—45 minutes
 - 2. Middle Schools—35 minutes
 - 3. Elementary Schools—25 minutes
 - 4. Nonpublic Schools—45 minutes
 - 5. Special Education within District—50 minutes
 - 6. Special Education outside District—70 minutes

VI. NON-PUBLIC SCHOOLS TRANSPORTATION

A. Within School District

- 1. Equal Treatment—Students attending nonpublic schools shall receive equal, but not necessarily identical, transportation services as provided to public school students.
- 2. School Hours—The nonpublic school is responsible for coordinating its calendar and starting and dismissal times with those of the District. The District shall determine the times that students will be transported to non-public schools and the dates of such transportation. Non-public schools will be expected to conform with these decisions.
- 3. Bus Routes—When separate routes for public and non-public students are used, nonpublic school routes shall operate within the same parameters as the District’s public school routes.

B. Outside the District

- 1. District residents whose child/children attend a state certified nonpublic school outside the District are eligible for limited transportation or reimbursement for transportation expenses.
- 2. The Superintendent will determine whether the District will provide the student with transportation services or financial reimbursement for other transportation services.
- 3. Option to Reimburse—When the District elects to reimburse the student for transportation costs, it is responsible only for costs incurred in transporting the student from his/her residence to the District boundary.

VII. VIDEOTAPING ON SCHOOL BUS

A. Placement

1. Each and every school bus owned, leased, contracted, and/or operated by the District shall be equipped with a fully-enclosed box for placement and operation of a video camera and conspicuously placed signs notifying riders that their conversations or actions may be recorded on tape.
2. A video camera will not necessarily be installed in every school bus owned, leased, contracted, and/or operated by the District, but cameras may be rotated from bus-to bus without prior notice to students.
3. Video cameras will be placed on a particular school bus, to the extent possible, where the District has concerns about possible inappropriate behavior.

B. Use of Videotape

1. A videotape of the actions of student passengers may be used by the District as evidence in any disciplinary action brought against a student, arising out of the student's conduct on the bus.
2. A videotape will be released to the public only in conformance with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the Family Educational Rights and Privacy Act, 20 USC §1232g, and the rules and/or regulations promulgated there under.
3. Videotapes will be viewed by District personnel on a random basis and/or when discipline problems on the bus have been brought to the attention of the School District.
4. A videotape will be retained by the District for a period of two (2) weeks, or until the conclusion of disciplinary proceedings in which the videotape is used for evidence.

VIII. TRANSPORTATION OF NONRESIDENT STUDENTS

- A. If it is determined to be within the best interests of the District to transport nonresident students from within the student's resident district such transportation shall be provided to a nonresident student at the same level of service that is provided to resident students. The District shall determine when the decision is made to transport nonresident students the appropriate fee for the service.
- B. If the District decides to transport a nonresident student within the student's resident district, the District will notify the student's resident district of its decision, in writing, prior to providing transportation. (Minn. Stat. § 123B.88, Subd. 6)

- C. When divorced or legally separated parents or parents residing separately reside in different school districts and share physical custody of a student, the parents shall be responsible for the transportation of the student to the nearest bus stop within the Minnetonka School District during those times when the student is residing with the parent in the nonresident school district. (Minn. Stat. § 127A.47, Subd. 3(b))

IX. TRANSPORTATION OF RESIDENT STUDENTS TO NON-DISTRICT SCHOOLS

In general, the Minnetonka Public School District shall not provide transportation between a resident student's home and the border of a nonresident district where the student attends school under the Enrollment Options Program. (Minn. Stat. § 124D.03, Subd. 8)

X. SPECIAL EDUCATION/DISABLED STUDENTS/STUDENTS WITH TEMPORARY DISABILITIES

- A. A resident disabled student who is not yet enrolled in kindergarten, who requires special education services in a location other than the student's home, shall be provided transportation to and from the student's home at the expense of the District and shall not be subject to any distance requirement. (Minn. Stat. § 123B.88, Subd. 1)
- B. Resident disabled students whose handicapped conditions are such that the student cannot be safely transported on the regular school bus and/or school bus route and/or when the student is transported on a special route for the purpose of attending an approved special education program shall be entitled to special transportation at the expense of the District. The District shall determine the type of vehicle used to transport disabled students on the basis of the handicapping condition and applicable laws. This provision shall not be applicable to parents who transport their own child under a contract with the District. (Minn. Rules Part 7470.1600)
- C. Resident disabled students who are boarded and lodged at Minnesota state academies for educational purposes, but who also are enrolled in a public school within the District, shall be provided transportation, by the District to and from said board and lodging facilities, at the expense of the District. (Minn. Stat. § 125A.65)
- D. When a disabled student or a student with a short-term or temporary disability is temporarily placed for care and treatment in a day program located in another school district and the student continues to live within the Minnetonka School District during the care and treatment, the Minnetonka School District shall provide the transportation, at the expense of the Minnetonka School District, to that student. (Minn. Stat. § 125A.15(b); Minn. Stat. § 125A.51(d))
 - 1. Before the placement of a pupil for care and treatment, the district of residence must be notified and provided an opportunity to participate in the placement decision. (See Minn. Stat. §125 A. 51(c). It is reasonable for the school district to refuse or delay transportation to a care and treatment program if the school

district administration has been denied the opportunity to participate in the placement decision.

2. Consistent with the authority granted by Minnesota law, the purpose of this policy is to establish reasonable restrictions on the transportation of students who are temporarily placed for care and treatment in a day program and who continue to live within the boundaries of Minnetonka School District (“District”) during the care and treatment. In adopting this policy, the School Board has given consideration to various social, political, economic, and educational factors.

Reasonable Transportation Restrictions:

- a. Closer Facility: The district may refuse to transport a student to a care and treatment facility if another care and treatment facility is at least ten miles closer to the student’s home and is sufficient to meet the needs of the student. The following exception applies: The District will provide transportation to the next closest facility that is covered by the student’s insurer and has an opening if:
 - i) The student’s parent or legal guardian submits written documentation to the District showing that the insurer has formally denied coverage for a requested placement at the closest facility or
 - ii) The student’s parent or legal guardian submits written documentation to the District office showing that the closest facility has denied a requested placement.
 - b. Ten Mile Radius: The District may refuse to transport a student to or from a care and treatment facility that is located more than ten (10) miles outside the District’s geographic boundaries.
 - c. Regular Operating Hours: The District may refuse to transport a student to or from a care and treatment facility outside the District’s regular operating hours.
 - d. Non School Days: The District is not responsible for and may not provide transportation when its schools are not in session, although transportation may be provided for special education students who receive extended school year services.
 - e. The district may limit the number of trips to 2, in a given day, and will be based on the timing and location of the education services provided while the child is placed at care and treatment.
- E. When a nonresident disabled student or a student with a short-term or temporary disability is temporarily placed in a residential program within the Minnetonka School

District, including correctional facilities operated on a fee-for-service basis and state institutions, for care and treatment, the District shall provide the necessary transportation at the expense of the District. Where a joint powers entity enters into a contract with a privately owned and operated residential facility for the provision of education programs for special education students, the joint powers entity shall provide the necessary transportation. (Minn. Stat. § 125A.15(c) and (d); Minn. Stat. § 125A.51(e))

- F. Any parent of a disabled student who believes that the transportation services provided for that child are not in compliance with the applicable law may utilize the alternative dispute resolution and due process procedures provided for in Minn. Stat. Ch. 125A. (Minn. Rules Part 7470.1600, Subd. 2)
- G. Special transportation is provided within the student's enrollment area for that school or special program. If the student residing outside of the school district is accepted through open enrollment, the district may provide special transportation from the district's boundary area in accordance with the Minnesota 8th Circuit Court Ruling [*Student*] v. *Eveleth-Gilbert Public Schools* re: Transportation of OE Special Education students (Minn. Stat. § 124D.03, subd. 8).

XI. DISTRICT 288 SECONDARY VOCATIONAL PROGRAM TRANSPORTATION

The District will provide and pay for shuttle service between Minnetonka High School and Southwest Metro Career and Technical Program locations for students enrolled in the District #288 Secondary Vocational Program.

XII. WORK EMPLOYMENT/COOPERATIVE EDUCATION PROGRAM (WE/CEP)

No transportation will be provided for pupils enrolled in WE/CEP, unless the program provides transportation funding.

XIII. HOMELESS STUDENTS

- A. Homeless students shall be provided with transportation services comparable to other students in the District. (42 USC § 11432(e)(3)(C)(i)(III)(cc) and (g)(4)(A))
- B. Upon request by the student's parent, guardian, or homeless education liaison, the District shall provide transportation for a homeless student as follows:
 - 1. A resident student who becomes homeless and is residing in a shelter location or has other non-shelter living arrangements within the District shall be provided transportation to and from the student's school of origin and the shelter if the shelter is two or more miles from the school of origin and the student's transportation privileges have not been revoked. (42 USC § 11432(g)(1)(J)(iii)(I))

2. A resident student who becomes homeless and is residing in a shelter location or has other non-shelter living arrangements outside of the Minnetonka School District shall be provided transportation to and from the student's school of origin and the shelter if the shelter location is two or more miles from the school of origin and the student's transportation privileges have not been revoked, unless the District and the school district in which the student is temporarily placed agree that the school district in which the student is temporarily placed shall provide transportation. (Minn. Stat. § 125A.51(f); 42 USC § 11432(g)(1)(J)(iii)(II))

XIV. AVAILABILITY OF SERVICES

A. When Provided

Transportation shall be provided on all regularly scheduled school days or make-up days. Transportation will not be provided during the summer school break. Transportation may be provided for summer instructional programs for students with a disability or in conjunction with a learning year program. Transportation between home and school may also be provided, at the discretion of the District, on staff development days or other non-school days. (Minn. Stat. § 123B.88, Subd. 21)

B. Field Trip Transportation

The District will provide free transportation services for field trips when the field trips are an integral part of a required course of study.

C. Interscholastic/Co-curricular/Community Service Activity Transportation

There is a broad variety of transportation needs associated with interscholastic/cocurricular activities/Community Education sponsored activities. Not all activities or programs have District-provided transportation. At the start of the program's activities, participants will be informed of the scope of District-provided transportation services.

D. Transportation of Students by Staff

Transportation of students by staff shall occur only when all criteria mandated by the state have been met, including licensing, and vehicle inspection.

Legal References:

- Minn. Stat. § 120A.22 (Compulsory Instruction)
- Minn. Stat. §§ 121A.40-121A.56 (Pupil Fair Dismissal Act)
- Minn. Stat. § 121A.59 (Bus Transportation is a Privilege Not a Right)
- Minn. Stat. § 123B.36 (Authorized Fees)
- Minn. Stat. § 123B.41 (Educational Aids for Nonpublic School Children; Definitions)
- Minn. Stat. § 123B.44 (Provision of Pupil Support Services)

Minn. Stat. §123B.88 (Independent Minnetonka Public School Districts, Transportation)
Minn. Stat. § 123B.92 (Transportation Aid Entitlement)
Minn. Stat. § 124D.03 (Enrollment Options Program)
Minn. Stat. § 124D.04 (Enrollment Options Programs in Border States)
Minn. Stat. Ch. 125A (Children With a Disability)
Minn. Stat. § 125A.02 (Children With a Disability, Defined)
Minn. Stat. § 125A.12 (Attendance in Another District)
Minn. Stat. § 125A.15 (Placement in Another District; Responsibility)
Minn. Stat. § 125A.51 (Placement of Children Without Disabilities; Education and Transportation)
Minn. Stat. § 125A.515 (Placement of Students; Approval of Education Program)
Minn. Stat. § 125A.65 (Attendance at Academies for the Deaf and Blind)
Minn. Stat. § 126C.01 (General Education Revenue - Definitions)
Minn. Stat. § 127A.47 (Payments to Resident and Nonresident Districts)
Minn. Rules Part 7470.1600 (Transporting Pupils with Disability)
20 USC § 1415 (Individuals with Disabilities Education Improvement Act of 2004)
29 USC § 794 (Rehabilitation Act of 1973, § 504)
42 USC § 2000a (Prohibition Against Discrimination or Segregation in Places of Public Accommodation)
42 USC § 11431, et seq. (McKinney-Vento Homeless Assistance Act of 2001) 42 USC § 12132
(Americans With Disabilities Act)

Cross References:

Policy 506: Student Discipline and Code of Conduct
Policy 535: Students: Assignment to Schools
Policy 709: Student Transportation Safety
Policy 722: Public Data and Data Subject Requests

Adopted: May 4, 2006
Reviewed: May 25, 2023
Approved: June 1, 2023

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

Board Agenda Item XIV.

Title: Approval of MMW Roundabout Funding

Date: June 1, 2023

EXECUTIVE SUMMARY:

Minnetonka Middle School West is sited along State Highway 41 with a single entrance for buses and automobiles that opens up directly on to State Highway 41.

When the school was originally constructed, the area was largely rural and ex-urban in its makeup, but in the ensuing decades there has been significant residential growth around the school site, as well as business and industry locating along State Highway 41.

As a result, traffic has increased significantly over the years and the school has also grown, with an enrollment of 1,260 in FY22.

Over the years, the District has tried to develop other alternatives for the current intersection of the school site driveway with State Highway 41. The District has requested that a traffic light be installed on several occasions, with the Minnesota Department of Transportation (MnDOT) indicating that traffic at the location does not warrant a traffic light. The District has worked with MnDOT on restriping the lane lines in the vicinity of the MMW driveway to increase traffic safety, as well as having speed restrictions in place during school start times and end times to facilitate traffic to and from the school site being able to access State Highway 41.

All of these solutions have improved the traffic circumstances at MMW. However, there is continued dissatisfaction being expressed by parents and residents of Chanhassen about the traffic conditions at MMW start times and end times.

As a result, two years ago, the City of Chanhassen assumed the role of champion for improving the situation on behalf of Chanhassen residents and the traveling public. The city applied and was awarded \$2.2 million in MnDOT funding to construct a roundabout at the intersection of State Highway 41 and the MMW driveway.

The total cost of their proposed project is \$2.8 million, inclusive of \$2.2 million in MnDOT Funding and \$200,000 in City of Chanhassen funding, with \$400,000 remaining unfunded.

The City of Chanhassen initially inquired on April 11, 2022 as to whether the School District would consider funding the remaining \$400,000.

The City of Chanhassen PowerPoint is attached to the Board Item.

ATTACHMENTS:

Minnetonka Middle School West Intersection Improvements

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve \$400,000 from the FY25 Operating Capital Budget for the District to participate in the funding of a roundabout at Minnetonka Middle School West because it will improve vehicle and pedestrian safety and traffic flow at the Minnetonka Middle School West driveway.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby approve \$400,000 from the FY25 Operating Capital Budget for the District to participate in the funding of a roundabout at Minnetonka Middle School West because it will improve vehicle and pedestrian safety and traffic flow at the Minnetonka Middle School West driveway.

Submitted by: _____



Paul Bourgeois, Executive Director of Finance & Operations

Concurrence: _____



David Law, Superintendent

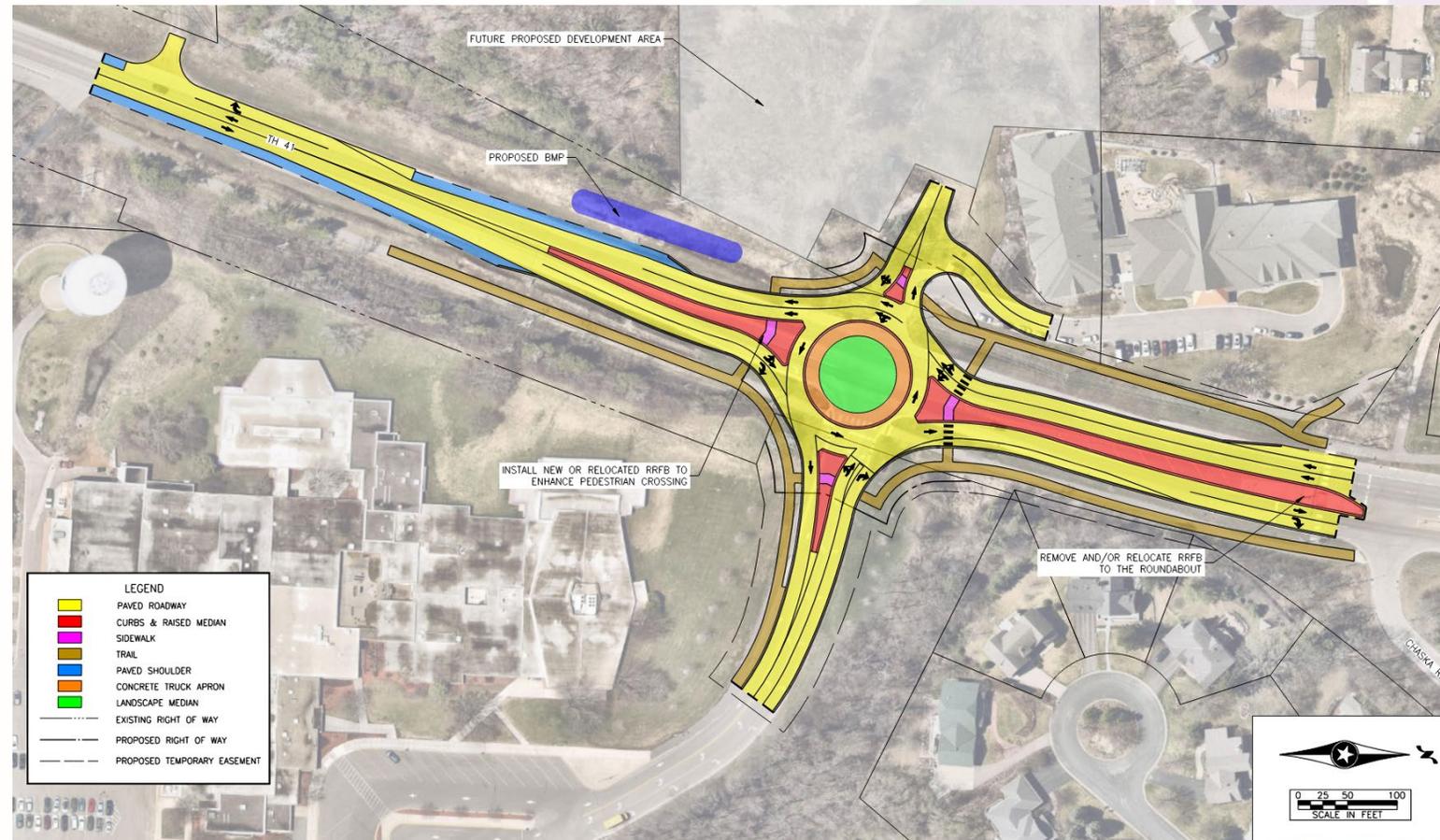
INFORMATIONAL UPDATE – not an action item

Minnetonka Middle School West (MMSW) Intersection Improvements

November 22, 2021

The Project

- Improve congestion at the MMSW/TH41 intersection during peak times (AM drop off and PM pick up)
- Private driveway on TH (not public)
- Roundabout concept IS supported by MnDOT (signal is not)
- Overall project cost ~\$2.8M



What is our role

We've assumed the role of Champion for the improvement

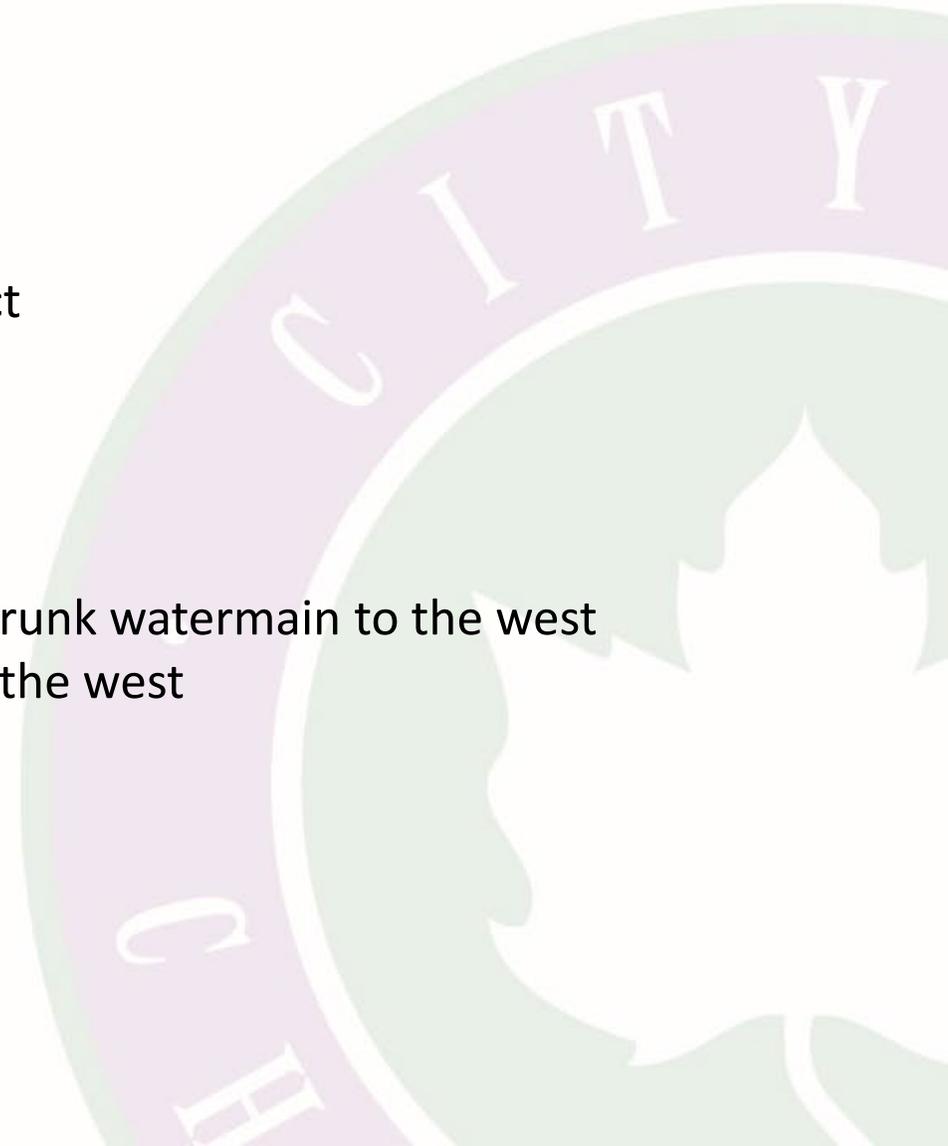
- Acting on behalf of our residents and the traveling public

We would contribute staff time to lead and administer the project

We have included \$200k in our 5-yr financial plans to contribute

Value Adds

- Use the project as an opportunity to replace undersized trunk watermain to the west
- Setup the intersection to support future development to the west



Project Costs

Partner	Amount
MnDOT (LRIP Earmark)	\$ 1,500,000
MnDOT (LPP)	\$ 700,000
City (PMP)	\$ 100,000
City (SWMP)	\$ 100,000
Unfunded	\$ 400,000
TOTAL	\$ 2,800,000



Schedule

To Date:

- 2018 – Operational (traffic) analysis and intersection concept review (City funded)
- 2020 – Project received \$700k partnership grant (LPP) from MnDOT (City funded)
**ended up declining the grant due to funding gap*
- 2021 – Legislature apportioned a \$1.5M earmark for the project (LRIP)
- 2021 – Project added to Draft 2022-2026 CIP

Next Steps:

- 2022 – Fill funding gap (re-open communication with ISD 276, other private parties)
- 2022 – Meet with MCES
- 2022 – Submit LPP application to MnDOT (same one as previously awarded)
- 2023 -- Design
- 2024 -- Construction
**LRIP Earmark funding expires on 6/30/2025*

Challenges

1. Fill the funding gap
2. Prioritizing this quazi private improvement project vs. Chanhassen public improvement projects
3. Access to MMSW and Beehive during construction
4. Proximity of MCES Interceptor Forcemain



Strategic Priorities

Development/Redevelopment

- Fiscally responsible (partnerships)
- Value-adds

Communications

- Engagement with external stakeholders

Operational Excellence

- Level of service for our residents and the traveling public



Questions and Comments?



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

Board Agenda Item XV.

Title: Resolution Pertaining to Consent Agenda

Date: June 1, 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, they 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).

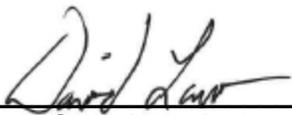
The following are the recommendations included within the Consent Agenda for June 1, 2023:

- a. Minutes of May 4 Regular Meeting
- b. Payment of Bills
- c. Recommended Personnel Items
- d. Gifts and Donations
- e. Electronic Fund Transfers
- f. MOMENTUM-Diamond Club Partnership Agreement
- g. MDE Form of Ten-Year LTFM Plan
- h. Individual Contracts
- i. Individual Pay Changes
- j. Easement Extension for Met Council at Excelsior Elementary
- k. Nonpublic School Transportation Reimbursement
- l. Resolution for Membership in the MSHSL for 2023-24
- m. 2022-23 Q-Comp Report
- n. Sale of Used MacBooks
- o. Policy #432: Confidential Support Staff
- p. Policy #440: Handbook for MCE and/or Aquatics Employees
- q. iPad Lease Purchase for Grades K-3
- r. Authorizing & Reimbursement Resolution for 2023B Long-Term Facilities
Maintenance Bonds

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 XV. a

Title: Meeting Minutes

Date: June 1, 2023

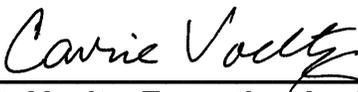
OVERVIEW:

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

1. May 4, 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 May 4, 2023 Regular Board Meeting

The School Board of Minnetonka Independent School District #276 met in regular session at 7:00 p.m. on Thursday, May 4, 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. The meeting was also livestreamed on the District's YouTube channel.

Prior to the meeting, Board members recognized, via a video, the following groups and individuals: DSC Honored Artists (Elementary); Boys Hockey State Champions; Boys Basketball State Qualifiers; Debate State Qualifiers; Speech State Qualifier; Middle School Knowledge Bowl Regional and State Award Winners; Minnesota Aspirations in Computing Award Winners; State Science and Engineering Fair Qualifiers (Middle School and High School); Statewide "Escape the Vape" Video PSA Contest – Third Place; Minnesota/U.S. Fish & Wildlife Service Junior Duck Stamp Contest Winner; and the 2023 GiGi's Playhouse Hero's Award honoree.

PUBLIC HEARING ON PROPOSED FEES FOR FY24

Chairperson Wagner said that at this time, the Board would hold a Public Hearing on various proposed FY24 fees for courses, activities, clubs and other miscellaneous items.

Superintendent Law explained that by law, the District was required to hold a Public Hearing on proposed fees to accept public comment. He then asked Executive Director of Finance and Operations Paul Bourgeois to come forward and explain the proposed revisions to the fee schedule.

Mr. Bourgeois began by saying that at the high school level, there is one fee increase proposed by Principal Erickson and the Art Department to cover material costs and one fee increase for online ticketing due to the ticketing vendor increasing the fee:

Painting	\$25	\$5 increase
Online ticketing	\$0.75	\$0.50 increase

At the middle school level, there are three new enrichment club fees and three enrichment club fee increases proposed by the Activities Department:

Book Club	\$20	New fee
Crochet Club	\$5	New fee
Newspaper Club	\$10	New fee

Anime Club	\$15	\$5 increase
Baking Club	\$35	\$10 increase
Cooking Club	\$40	\$5 increase

At the elementary school level, there is one recommended change:

Field Trips	\$50 per year	\$5 increase
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Mr. Bourgeois also noted that Tonka Dome fees are recommended to increase by \$5 for each category.

Chairperson Wagner then invited members of the public to come forward and address the Board regarding the proposed changes to the fees. When no one came forward, she then closed the Public Hearing, called the meeting to order and asked that everyone stand and recite the Pledge of Allegiance to the flag.

1. **AGENDA**

Vitale moved, Ambrosen seconded, that the School Board approve the agenda, as presented. Upon vote being taken thereon, the motion carried unanimously.

2. **SCHOOL REPORT: MHS**

MHS Principal Jeff Erickson shared work around student innovation. The presentation was led by MHS Teacher Mr. Breen and several students who were members of the Student Innovation Team. Principal Erickson also shared information about a new class entitled Disability Studies offered at MHS this year. That presentation was led by MHS Teacher Mr. Mulvaney and several students who were a part of the new course and who spoke about how important and valuable the course experience has been for them. Chairperson Wagner thanked Principal Erickson, the teachers and the students for the presentation, as it is powerful and important work. Board member Remucal added his thanks, saying it resonated for him and his family and he hopes the course and the students continue to flourish.

3. **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. District resident Stacey Klein addressed the Board, expressing her concerns regarding disability and literacy awareness in the district.

4. **APPROVAL OF PROPOSED FEES FOR FY24**

Superintendent Law explained that by law, the District was required to hold a Public Hearing on proposed fees to accept public comment, and that Hearing had taken place earlier this evening. He then asked Executive Director of Finance and Operations Paul Bourgeois to

come forward and explain the proposed revisions to the fee schedule, for the benefit of the viewing public.

Mr. Bourgeois began by saying that at the high school level, there is one fee increase proposed by Principal Erickson and the Art Department to cover material costs and one fee increase for online ticketing due to the ticketing vendor increasing the fee:

Painting	\$25	\$5 increase
Online ticketing	\$0.75	\$0.50 increase

At the middle school level, there are three new enrichment club fees and three enrichment club fee increases proposed by the Activities Department:

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At the elementary school level, there is one recommended change:

Field Trips	\$50 per year	\$5 increase
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Mr. Bourgeois also noted that Tonka Dome fees are recommended to increase by \$5 for each category.

Becker 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 the fee changes for the high school, middle school and elementary levels, and Tonka Dome fees as listed in the proposed fee schedules for Fiscal Year 2024 and hereby adds them to the comprehensive list of class and activity fees maintained by Minnetonka Independent School District 276.

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

5. **PREVIEW OF CELEBRATION OF EXCELLENCE**

Minnetonka's annual Celebration of Excellence is Thursday, May 11, 2023. The event honors adults who represent the many excellent child-centered teachers, employees and volunteers serving our children every day. As Executive Director of Communications JacQui Getty shared, the public is invited to join this celebration at the Arts Center at MHS and via livestream. The program begins at 7PM, after a 6PM reception in the lobby of the Arts Center.

In addition to years of service and teacher and employee awards, the evening includes announcements of the Bradley G. Board Award for Excellence in Elementary Education, the Joyce Gustafson Memorial Award, the Judy Erdahl Memorial Award and several Spinnaker Awards for community volunteers. There are also Gold Partner Awards for outstanding contributors to the District's VANTAGE and MOMENTUM programs and a special tribute in honor of longtime district supporter Ron Kamps, who passed away earlier this year. The event concludes with the District's selection of an elementary teacher and a secondary teacher who will serve as Minnetonka's nominees for the 2024 Minnesota Teacher of the Year program. Dr. Getty thanked the Minnetonka Public Schools Foundation, Brad Board, the Excelsior-Lake Minnetonka Rotary and the Friends of Judy Erdahl group for their generous sponsorship of the named awards and the people who all work so hard to make the event possible. She then aired a video preview of the event. Chairperson Wagner thanked Dr. Getty and her team for all of the work that goes into putting on this event.

6. ADOPTION OF 24-25 CALENDAR

Minnesota State Law requires the School Board to adopt a calendar prior to April 1 of the school year preceding the year the calendar will be in effect. As is the district's practice, the calendar is set a full year in advance of its due date. The calendar committee included teachers, paras, administrators, parents and students. The committee followed the School Board and state law parameters in developing their recommendations. Executive Director of Human Resources Anjie Flowers led the committee's work and presented the committee's recommendations to the School Board. She thanked the committee for its efforts and asked for the Board's support of the calendar committee's recommendations.

Selinger moved, Becker seconded, that the Board approve the 2024-25 calendar as presented. Upon vote being taken thereon, the motion carried unanimously.

7. APPROVAL OF NON-RENEWALS

Superintendent Law presented this item to the Board. He explained that Minnesota law provides that "during the probationary period any annual contract with any teacher may or may not be renewed provided, however, that the School Board shall give any such teacher whose contract it declines to renew for the following school year written notice to that effect before July 1." This law applies to all teachers and administrators who are required to have a license as a requirement of their position. The reasons for termination of probationary staff are varied.

Chairperson Wagner then read the following resolution:

BE IT RESOLVED, by the School Board of Independent School District No. 276, that pursuant to Minnesota Stat. §122A.40, that the teacher contracts of the probationary teachers named in the provided document in Independent School District No. 276, are hereby recommended for termination and non-renewal by school district administration and the School Board has received and approves that recommendation.

BE IT FURTHER RESOLVED that written notice be sent to said teachers regarding the termination and non-renewal of said contract as provided by law.

Becker moved, Ambrosen seconded, that the Board approve the resolution as presented. Upon vote being taken thereon, the motion carried unanimously.

8. **CONSENT AGENDA**

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

- Minutes of April 13 Regular Meeting
- Study Session Summary of April 27, 2023
- Payment of Bills – in the sum of \$9,103,868.11
- Recommended Personnel Items
- Gifts and Donations for April 2023: \$50.86 from the Rickenbach Family and \$37.50 from Kurt Hoddinot, both to be placed in the Scenic Heights Elementary School Principal Discretionary Fund. \$33.32 from FrontStream to be placed in the Groveland Elementary School Principal Discretionary Fund. \$11.20 from the Blackbaud Giving Fund to be placed in the MMW Principal Discretionary Fund. \$576.30 from the Groveland Elementary PTO to be placed in the Groveland Elementary School Classroom Music Supply Fund. \$1,500.00 from Adriane Brown & Jessica Spears, \$2,000.00 from Banner Engineering, \$1,000.00 from Robert & Jorie Malk, and \$50.00 from Jeffrey & Sheila Wyatt; all to be placed in the MHS Robotics Team Fund. \$10,413.02 from MHS Hockey to be placed in the MHS Girls Hockey Fund. \$3,000.00 from Crown Automotive to be placed in the MHS Girls Golf Team Fund. \$250.00 from the MHS Skippers Booster Club to be given to the MHS Earth Club. \$440.00 from the Excelsior Elementary PTO to be placed in the Excelsior Elementary Field Trip Fund for Young Authors Conference. \$273.00 from the Deephaven Elementary PTA to be placed in the Deephaven Elementary School Field Trip Fund for Young Authors Conference. \$195.20 from the Groveland Elementary PTO to be placed in the Groveland Elementary School Enrichment Fund (Grade 3 scissors for Ms. Zweber's class). \$660.00 from the Blackbaud Giving Fund/Eco-Lab to be placed in the MHS Student Research Fund. \$422.00 from the Minneapolis Jewish Federation to be placed in the MMW Holocaust Education Program Fund. \$15,760.00 from the Groveland Elementary PTO to be placed in the Groveland Elementary School Field Trip Fund. Total Gifts and Donations thus far for 2022-23: \$541,558.57.
- Electronic Fund Transfers

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

9. **BOARD REPORTS**

Board member Becker said that she and Board member Ambrosen had visited the Scenic Heights PTA to talk with the group about the School Board, the goals it has set for the district and how to communicate with the Board. This is the first in a series of visits the School Board members will make to the PTA and PTO groups this spring and next fall.

Vice Chair Selinger said the Minnetonka Preschool ECCE PTO will hold its spring fair on May 12 from 5-7:30PM. Community Ed is looking for community partners for fundraising for the fair and on an ongoing basis.

Board member Remucal, the Board representative on the District's Mental Health Advisory Committee, said that Health Services Director Annie Lumbar Bendson, who leads the work of the committee, has created and distributed to staff and principals a calendar of activities that can be completed to support mental health.

10. **SUPERINTENDENT'S REPORT**

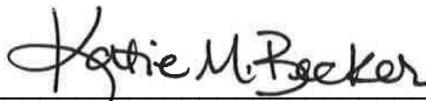
Superintendent Law said that he and the School Board had recently held a listening session with about 20 high school students to hear about their experiences at MHS, how they were feeling and what suggestions they had for school and district leadership. Listening sessions at MME and MMW will follow in the coming weeks.

11. **ANNOUNCEMENTS**

Chairperson Wagner said this is an exciting time in the district with lots of recognitions and celebrations coming up, including the Celebration of Excellence (May 11) and Graduation (MHS Class of 2023 Graduation is June 8 and SAIL Graduation is June 6).

12. **ADJOURNMENT**

Becker moved, Vitale seconded, adjournment at 8:15 p.m. Upon vote being taken thereon, the motion carried unanimously.



Katie Becker, Clerk

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

Board Agenda Item XV. b

Title: Payment of Bills

Date: June 1, 2023

OVERVIEW:

Presented for Board approval are the monthly disbursement totals by fund for Minnetonka Public Schools for the month of April 2023.

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the Board approve the disbursements as presented for the month of April 2023.



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 – April 2023
Board Meeting Date: June 1, 2023

The following disbursements are submitted for the month of April:

Recommend the payment of bills in the sum of \$8,449,968.20 by check #477923 - #478477 and ACH #222302431 - #222302670, and wire transactions #202201378 - #202201559 as follows:

April		
FUND		
01	GENERAL FUND	4,915,344.83
02	CHILD NUTRITION	67,760.69
03	PUPIL TRANSPORTATION	1,624,599.90
04	COMMUNITY SERVICE	360,463.72
05	CAPITAL EXPENDITURE	69,533.40
09	TRUST - FIDUCIARY	126,232.83
11	EXTRA/CO-CURRICULAR	111,939.35
12	ATHLETIC FEE	17,730.14
18	CUSTODIAL FUND	2,500.00
20	SELF INSURANCE	115,375.62
40	CULTURAL ARTS CENTER	23,985.09
41	DOME OPERATIONS	28,848.67
42	AQUATICS PROGRAM	42,835.99
43	PAGEL CENTER	25,805.93
46	LTFM	141,079.11
56	CONSTRUCTION PROJECTS	372,414.16
66	CAPITAL PROJECTS LEVY	403,518.77
		\$ 8,449,968.20
	SALARIES	\$ 5,438,919.64
		\$ 13,888,887.84
	TOTAL	\$ 13,888,887.84



Jessica Hulitt

June 1, 2023
Date

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

Board Agenda Item XV. c

TITLE: Recommended Personnel Items

DATE: June 1, 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.

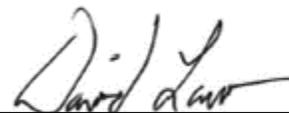
FUTURE ACTION/RECOMMENDATION:

The administration recommends approval of all attached personnel changes.

Submitted by:

Concurrence by:





Anjie Flowers
Executive Director of Human Resources

David Law
Superintendent

RECOMMENDED PERSONNEL ITEMS

I. INSTRUCTION

APPOINTMENTS	ASSIGNMENT	EFFECTIVE	SALARY
BARKER, ALEX	MATH, 1.0 FTE, MMW	2023-24	\$52,623
BAUER, ANDREW	GRADE 4, 1.0 FTE, EXC	8/29/23-6/10/24	\$52,623
CHEN, SIRUI	GRADE 5 CHINESE IMMERSION, 1.0 FTE, EXC	8/29/23-6/10/24	\$71,029
GILHOUSEN, EMMA	MATH, 1.0 FTE, MHS	2023-24	\$47,215
HARTZELL, ANNA	SPECIAL ED, 1.0 FTE, MWTA	2023-24	\$85,266
KING, SHANNON	MATH, 1.0 FTE, MME	8/29/23-6/10/24	\$80,387
KOWALCZYK, GEORGINA	KINDERGARTEN SPANISH IMMERSION, 1.0 FTE, DH	2023-24	\$84,177
KUERSCHNER, CLARA	MATH, 0.3 FTE, MHS	2023-24	\$14,570.10
KUERSCHNER, CLARA	MATH, 0.7 FTE, MHS	8/29/23-6/10/24	\$33,996.90
PASTER, KRISTA	SPANISH IMMERSION, 1.0 FTE, MMW	8/29/23-6/10/24	\$82,282
POTRAMENT, JOSIE	SPECIAL ED, 1.0 FTE, MMW	2023-24	\$52,623
QUINONEZ, MARIEL	ELEMENTARY SPANISH IMMERSION FLOAT, 1.0 FTE, GR	8/29/23-6/10/24	\$70,901
RANK, RYAN	SCIENCE, 1.0 FTE, MME	8/29/23-6/10/24	\$85,751
WEBBER, CARRIE	KINDERGARTEN, 1.0 FTE, CS	2023-24	\$70,901
WISSINK, JONATHAN	SPECIAL ED, 1.0 FTE, DH	8/29/23-6/10/24	\$64,901

RESIGNATIONS, RETIREMENTS, TERMINATIONS	ASSIGNMENT	EFFECTIVE
ANDERSON, RAMONA	SPECIAL ED, 1.0 FTE, MHS	8/18/23
DECORSEY, STACEY	PRINCIPAL ON SPECIAL ASSIGNMENT, 0.75 FTE, DISTRICT	6/30/24
KOEHLER, STACEY	ECFE PARENT EDUCATOR/EARLY CHILDHOOD SCREENER, 30.54 HRS/WK, MCEC	5/26/23
MCDONALD, KYLE	ART, 0.45 FTE, GR/MWTA/SH	6/9/23
SMITH, KIMBERLY	WILSON READING/LANGUAGE ARTS, 1.0 FTE, MME	6/30/23
WILEY, MONIQUE	SPECIAL ED, 1.0 FTE, MME	6/9/23

LEAVE OF ABSENCES	ASSIGNMENT	EFFECTIVE
BERON, SARAH	MATH, 0.8 FTE, MHS – REQUESTING 0.2 FTE LOA	2023-24
BOLANOS, JAIME	GRADE 3 SPANISH IMMRESION, 1.0 FTE, CS	9/21/23-12/8/23
DONG, WENYUN	GRADE 5 CHINESE IMMERSION, 1.0 FTE, SH	8/29/23-11/22/23
IKOLA, TESSA	LANGUAGE ARTS, 1.0 FTE, MHS	2023-24
JAPINGA, JENNIFER	SPEECH LANGUAGE PATHOLOGIST, 1.0 FTE, MCEC	8/29/23-10/20/23
JOHNSON, NICOLE	ELT/RTI, 0.44 FTE, MWTA - REQUESTING 0.56 FTE LOA	2023-24
JUSTINAK, CARRIE	WILSON READING/RTI, 0.75 FTE, MWTA – REQUESTING 0.25 FTE LOA	2023-24
MANLEY, ASHLEY	PRESCHOOL, 38.8 HRS/WK, MCEC	8/28/23-9/29/23
MILLER, CLARE	GRADE 5, 1.0 FTE, SH	2023-24
NUNN, JIM	PHY ED, 1.0 FTE, MWTA	4/14/23-6/9/23
PROCHNO, SAMANTHA	SCIENCE, 1.0 FTE, MME	2023-24
RAHN, SARAH	ASSMT COORD/DIGITAL MEDIA LEARNING, 0.4 FTE, SH – REQUESTING 0.6 FTE LOA	2023-24
REDETZKE, EMILY	WILSON READING, 0.8 FTE, GR – REQUESTING 0.2 FTE LOA	2023-24
SURVER, DAVID	MATH, 0.8 FTE, MHS – REQUESTING 0.2 FTE PART TIME TRA PROGRAM LOA	2023-24
TEAL, JENNIFER	GRADE 5, 1.0 FTE, CS	8/29/23-1/26/24
WILEY, MONIQUE	SPECIAL ED, 1.0 FTE, MME	5/2/23-6/9/23

STATUS CHANGES	CURRENT ASSIGNMENT	EFFECTIVE	CHANGE
AURAN, HAILEY	ELT, 0.72 FTE, CS	8/29/23-6/10/24	GRADE 5, 1.0 FTE, CS
AUSTERMAN, ERICA	ELT AND GRADE 3 SUPPORT, 0.74 FTE, GR	2023-24	READING, 0.5 FTE, DH
BALLSRUD, MARY	LANGUAGE ARTS, 0.6 FTE, MMW	8/29/23-6/10/24	LANGUAGE ARTS, 0.7 FTE, MMW
BERON, SARAH	TEACHER ON FULL TIME LEAVE OF ABSENCE 2022-23	2023-24	MATH, 0.8 FTE, MHS – WITH 0.2 FTE LOA
BROEHL, JONATHAN	FRENCH, 0.6 FTE, MHS	2023-24	FRENCH & CIS VANTAGE: INTRO TO EDUC, 0.8 FTE, MHS
BROWNING, JILL	ADVANCED LEARNING, 1.0 FTE, GR/MWTA/SH	8/29/23-6/10/24	FRENCH, 0.2 FTE, MHS
BURKHART, IVY	ELT, 0.72 FTE, MWTA	2023-24	ADVANCED LEARNING, 1.0 FTE, SH
CARLSON, JULIE	CLASS C MATH SUPPT/BUS/TRAFFIC PARA, 5 HRS/DAY, GR	9/11/23-6/6/24	ADD: GR. 5 MATH TEMP, 0.28 FTE, MWTA
DECORSEY, STACY	PRINCIPAL, 1.0 FTE, EXC	4/24/23-6/9/23	GRADE 5 LTS, 1.0 FTE, GR
DUTTON, ELIZABETH	ADVANCED LEARNING, 0.82 FTE, CS/DH/EXC	2023-24	PRINICPAL ON SPEC ASSGT, 0.75 FTE, DISTRICT
FLORIO, JENNIFER	HEALTH, 1.0 FTE, MHS	2023-24	ADVANCED LEARNING, 0.9 FTE, CS AND EXC
		8/29/23-6/10/24	HEALTH, 0.8 FTE, MHS

FORSTER, SAMUEL GOLDSWORTHY, WILLIAM SEAN HANSON, NATALIE	MATH TEMP, 1.0 FTE, MMW, 1/30/23-6/9/23 HEALTH, 0.4 FTE, MHS SCHOOL PSYCH & SPEC ED FACILT, 1.0 FTE, MCEC/DH	8/29/23-6/10/24 8/29/23-6/10/24 2023-24 8/29/23-6/10/24 2023-24 8/29/23-6/10/24 2023-24 8/29/23-6/10/24 8/29/23-6/10/24	MATH, 1.0 FTE, MMW ADD: HEALTH LTS, 0.2 FTE, MHS SCHOOL PSYCH, 0.7 FTE, DH/MCEC ELEM ADOS EVALUATOR, 0.2 FTE, MCEC SCHOOL PSYCHOLOGIST, 1.0 FTE, MHS LANGUAGE ARTS, 1.0 FTE, MHS ELEMENTARY SPANISH IMMERSION FLOAT, 1.0 FTE, CS READING, 1.0 FTE, DH LANGUAGE ARTS, 1.0 FTE, MMW
HILBRANDS, PEGGY KANGAS, KELLY KLUMB, KATHLEEN SEEHAVER, HOLLY SHULTZ, MOLLIE	SCHOOL PSYCHOLOGIST, 1.0 FTE, MMW/SAIL LANGUAGE ARTS, 0.6 FTE, MHS GRADE 5 SPANISH IMMERSION, 1.0 FTE, CS SPANISH READING, 0.2 FTE, MWTA LANGUAGE ARTS, 0.5 FTE, MMW CLASS D SPEC ED PARA, 15 HRS/WK, MMW MATH, 1.0 FTE, MHS NURSE, 0.75 FTE, MCEC/SAIL ASSISTANT PRINCIPAL, 1.0 FTE, EXC	2023-24 2023-24 2023-24	MATH, 0.8 FTE, MHS NURSE, 0.75 FTE, MHS/SAIL PROBATIONARY RENEWAL FOR ONE YEAR; NO CONTINUING CONTRACT GRADE 1 CHINESE IMMERSION, 1.0 FTE, SH
SURVER, DAVID WATERHOUSE, KYLEEN WYSE MOORE, EMILY			
ZHANG, CONGYU	KINDERGARTEN CHINESE IMMERSION, 1.0 FTE, EXC	2023-24	

II. BUSINESS AND OTHER NON-INSTRUCTIONAL SERVICES

APPOINTMENTS	ASSIGNMENT	EFFECTIVE	SALARY
ASHLEY, LEANNE	EXPLORERS CLUB PRGM LEAD, 20 HOURS/WK, EXC	4/24/23	\$19.00/HR
ATKINSON, MARIA	YOUTH PROGRAMS INTERN, 30-40 HRS/WK, MCEC	5/17/23	\$16.00/HR
BROOKS, SUSAN	COOK, 8 HRS/DAY, MHS	5/22/23	\$23.10/HR
BURKE, RUSSELL	COOK HELPER, 4 HRS/DAY, CS	5/25/23	\$19.32/HR
CROOM, CATIE	EXPLORERS CLUB STUDENT ASST, 6.75 HRS/WK, DH	5/1/23	\$11.00/HR
EHRREICH, GEORGIA	COOK HELPER, 6 HRS/DAY, MWTA	5/22/23	\$19.32/HR
GRANGER, LAUREN	EXPLORERS CLUB STUDENT ASST, 6.75 HRS/WK, MWTA	5/1/23	\$11.00/HR
HELD, STUART	EXPLORERS CLUB PRGM ASST, 17.5 HRS/WK, SH	4/24/23	\$17.34/HR
KIRK, JESSICA	CLASS D SPEC ED PARA, 6 HRS/DAY, SAIL	5/15/23	\$22.19/HR
MILLER, STEVI	CLASS A LR/PG PARA, 3 HRS 20 MIN/DAY, CS	5/8/23	\$18.40/HR
NURANI, SHABNIZ	COOK HELPER, 6 HRS/DAY, SH	5/15/23	\$19.32/HR
PALMER-KING, JOCELYN	EXPLORERS CLUB PRGM ASST, HOURS VARY, DH	5/11/23	\$17.00/HR
SALDIVAR, GIOVANI	EXPLORERS CLUB PRGM ASST, 15 HRS/WK, EXC	4/26/23	\$17.00/HR
SCHABER, NOAH	RECREATIONAL INTERN, 30-40 HRS/WK, MCEC	5/22/23	\$16.00/HR
WALSH, AMY	COOK HELPER, 6 HRS/DAY, MMW	5/8/23	\$19.32/HR
WATRAS, CHRISTINE	SWIM INSTRUCTOR, 15-20 HRS/WK, AQUATICS	5/11/23	\$14.00/HR
ZIEBARTH, LILY	EXPLORERS CLUB STUDENT ASST, 9 HRS/WK, DH	5/8/23	\$13.00/HR

RESIGNATIONS, RETIREMENTS, TERMINATIONS, NON-RENEWALS	ASSIGNMENT	EFFECTIVE
BRAIEDY, TAMI	CLASS D ELL PARA, 6 HRS/DAY, CS	8/24/23
CODY, KEVIN	CUSTODIAN, 8 HRS/DAY, MHS	6/12/23
HEDTKE, NIKKI	EXPLORERS CLUB SITE SUPVR, 8 HRS/DAY, MWTA	6/2/23
HOWE, COURTNEY	CLASS D SPEC ED, BUS/TRAFFIC PARA, 6 HRS 55 MIN/DAY, MWTA	6/8/23
KELBER, MARIA	CLASS C SPANISH IMM KINDER PARA, 3 HRS/DAY, DH	6/8/23
LEMON, STEPHANIE	CLASS D SPEC ED PARA, 6.5 HRS/DAY, CS	5/12/23
LEYK, DAWN	LEVEL IV TEACH & LRNG OFFICE ASST, 8 HRS/DAY, DSC	7/5/23
MAYER, JODY	LEVEL III MTAK COMM ED OFFICE ASST, 6 HRS/DAY, MCEC	6/2/23
PALM, NOELLE	CLASS D SPEC ED PARA, 6.5 HRS/DAY, DH	6/8/23
REYES ORTIZ, TRINIDAD	CUSTODIAN, 8 HRS/DAY, EXC	6/8/23
SCHWARTZ, LORI	LEVEL V STUD ACCTING ENROLL OFFICE ASST, 8 HRS/DAY, DSC	7/5/23
SHERMAN, ANDREA	EXPLORERS CLUB SITE SUPVR, 8 HRS/DAY, SH	6/2/23
TIREVOLD, KIMBERLY	CLASS A LR/PG PARA, 3 HRS 20 MIN/DAY, CS	5/30/23

LEAVES	ASSIGNMENT	EFFECTIVE
NONE		

STATUS CHANGES	CURRENT ASSIGNMENT	EFFECTIVE	CHANGE
BEARG, JOHN	EXPLORERS CLUB PRGM LEAD, 4 HRS/DAY, DH CLASS A LR/PG PARA, 3 HRS/DAY, DH	5/5/23	CLASS A LR/PG PARA, 3 HRS/DAY, DH
GOSEWISCH, JIM	HEAD CUSTODIAN, 8 HRS/DAY, MME	5/1/23	GROUND'S SPECIALIST II, 8 HRS/DAY, BUILDINGS & GROUND'S
LEE, HANNAH	CLASS C LEARNING LAB PARA, HOURS VARY, MME CLASS D SPEC ED PARA, 6.5 HRS/DAY, MME	5/11/23	CLASS D MEDIA PARA, 8 HRS/DAY, MME
MCCABE, MICHAEL	CUSTODIAN, 8 HRS/DAY, MMW	5/22/23	CARPENTER SPECIALIST, 8 HRS/DAY, BLDGS & GROUND'S

NELSON, DENISE	LEVEL IV THIRD PARTY BILLING & HEALTH SERVICES OFFICE ASST, 8 HRS/DAY, DSC	5/1/23	LEVEL V STUDENT ACCTING AND TONKA ONLINE OFFICE ASST, 8 HRS/DAY, DSC
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III. IN-DISTRICT APPOINTMENTS

APPOINTMENT	ASSIGNMENT	BUILDING	EFFECTIVE	SALARY
ADAMS, MARCY	WINTER COMPETITION CHEERLEADING ASST COACH	MHS	10/29/22-3/10/23	\$4,143
ANDERSEN, KAYLA	GIRLS TRACK AND FIELD ASST COACH	MHS	4/10/23-6/10/23	\$1,844.80
BREWER, ANDRE	WINTER COMPETITION CHEERLEADING HEAD COACH	MHS	10/28/22-3/10/23	\$5,662
CLAGGETT, CRAIG	EVENT WORKER	MHS	5/19/23	VARIES
ELFNER, LUKE	BOYS GOLF ASST COACH	MHS	3/21/23-6/15/23	\$3,107.25
ERKLOUTS, JAMIE	EVENT WORKER	MHS	5/12/23	VARIES
FLATNESS, SYDNEY	BOYS TRACK AND FIELD ASST COACH	MHS	3/13/23-4/13/23	\$600
HANSON, BAILEY	BEST BUDDIES	MMW	2022-23	\$631.50
HARBER, KIM	GIRLS LACROSSE ASST COACH	MHS	4/3/23-6/17/23	\$2,500
HENNING, JASON	BOYS GOLF ASST COACH	MHS	3/20/23-6/14/23	\$3,907
HROMATKA, MICHELLE	GIRLS LACROSSE ASST COACH	MHS	4/3/23-6/17/23	\$4,143
HUMASON, NATHAN	DANCE ESTEEM, FACILITY MGR	ARTSCTR	5/17/23-5/21/23	\$1,620
LOLICH, STEPYHANIE	BUSINESS 9-12 CHAIRPERSON	MHS	2022-23	\$3,560
MAURER, DAVE	BASEBALL ASST COACH	MHS	3/20/23-6/17/23	\$2,800
MORABITO, RENEE	INTERNATIONAL STUDIES DIRECTOR	MHS	2022-23	\$1,565
QUEEN, KYLER	CI/PI ADAPTED BOWLING ASST COACH	MHS	2/27/23-5/12/23	\$1,117
RYDEEN, ANNA	GIRLS LACROSSE ASST COACH	MHS	4/13/23-6/17/23	\$3,907
SHERRY, JOSEPH	BOYS TRACK AND FIELD ASST COACH	MHS	4/23-6/10/23	\$1,400
WEAVER, DANIEL	WINTER COMPETITION CHEERLEADING ASST COACH	MHS	10/29/22-3/10/23	\$2,535.12
WESLEY, REBECCA	GIRLS CROSS COUNTRY RUN HEAD COACH	MHS	8/14/23-11/4/23	\$5,662
WILSON, WHITNEY	WINTER COMPETITION CHEERLEADING ASST COACH	MHS	10/29/22-3/10/23	\$1,445.59

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

Board Agenda Item XV. d

Title: Gifts and Donations

Date: June 1, 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 donation to be placed in the Deephaven Elementary School Principal Discretionary Fund:

Charities Aid Foundation of America c/o CyberGrants, LLC	\$50.00
Target c/o CyberGrants, LLC	\$20.00

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

Kurt Hoddinot	\$75.00
---------------	---------

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka Middle School East Principal Discretionary Fund:

The Blackbaud Giving Fund	\$75.00
Box Tops for Education	\$85.10

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

TEL FSI, Inc	\$1000.00
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RECOMMENDATION: That the School Board accepts the following donations to be placed in the Minnetonka Public Schools General Fund for Teacher Grants:

Minnetonka Public Schools Foundation	\$95,131.00
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RECOMMENDATION: That the School Board accepts the following donation to be placed in the Excelsior Elementary School Principal Discretionary Fund:

Kay Heley & William Roust	\$30.00
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RECOMMENDATION: That the School Board accepts the following donations to be placed in the Minnetonka High School Principal Discretionary Fund:

The Blackbaud Giving Fund \$440.00

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

MHS Robotics Club \$250.00
MHS Bowling Club \$250.00
MHS Ultimate Frisbee \$250.00
MHS Jewish Student Union \$250.00
MHS National Art Honor Society \$250.00

RECOMMENDATION: That the School Board accepts the following donations to be placed in the Minnetonka Aquatics Fund for ISCA National Travel:

MN Swimming, Inc. \$2000.00

RECOMMENDATION: That the School Board accepts the following donations to be placed in the Minnetonka Aquatics Fund for 2023 MN Regional Championships:

Northwest Designs Ink \$2311.20

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

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka High School Vantage Program:

Luther Automotive Group Ammo 8500 Drum Brake Micrometer

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

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

Clear Springs Elementary School PTO \$2953.38
Box Tops for Education \$81.20

RECOMMENDATION: That the School Board accepts the following donations to be placed in the Minnetonka Preschool & ECFE Teacher Appreciation Fund:

Minnetonka Preschool & ECFE PTO \$200.00

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka Middle School East Principal Discretionary Fund:

Royal Credit Union/Fox 9 Top Teacher Award (Kimberly Smith) \$1000.00

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka High School Jani Pankoff Scholarship Account:

Wendy Lulavy ` \$2000.00

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

Tonka United Soccer Association, Inc \$5000.00

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

Brian and Susan Mark \$5000.00

TOTAL GIFTS AND DONATIONS FOR 2022-2023* = **\$655,260.45**

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

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

CONSENT

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

Board Agenda Item XV. e

Title: Electronic Fund Transfers

Date: June 1st, 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 April 2023.

Submitted by: _____

Paul Bourgeois

Paul Bourgeois, Executive Director of Finance & Operations

April 2023 FROM GENERAL FUND				
DATE	PAYEE			AMOUNT
4/3/2023	Claims Health Partners			138,066.05
4/3/2023	Delta Dental			19,162.99
4/7/2023	AP Payment			1,809,429.62
4/7/2023	Wex			19,307.61
4/10/2023	Claims Health Partners			350,202.70
4/11/2023	Delta Dental			21,000.27
4/14/2023	AP Payment			35,739.07
4/14/2023	Wex			13,418.31
4/17/2023	Claims Health Partners			208,621.41
4/17/2023	Delta Dental			27,382.50
4/17/2023	State of AZ Unemployment Tax			160.00
4/18/2023	Payroll			2,555,604.47
4/21/2023	AP Payment			377,749.39
4/21/2023	Delta Dental			6,732.00
4/21/2023	Health Partners Admin Fee			74,759.26
4/21/2023	Wex			19,267.72
4/24/2023	Claims Health Partners			367,905.87
4/24/2023	Delta Dental			23,053.10
4/24/2023	Deluxe Business System Products			376.75
4/25/2023	Wex Admin Fee			4,019.25
4/28/2023	AP Payment			99,053.85
4/28/2023	Solutran Healthy Savings			4,194.11
4/28/2023	Wex			26,285.17
April	Art Center CC Processing Fees			893.29
April	Mtka Webstore CC Processing Fees			19,320.67
April	Athletic CC Processing Fees			6,795.02
April	MCEC Credit Card Processing Fees			32,136.29
April	Monthly Postage Charges			1,799.55
April	Bank Monthly Service Charge			796.12
				\$ 6,263,232.41
April				
INVESTMENT		MATURITY	INTEREST	ENDING
DESCRIPTION	BANK	DATE	RATE	BALANCE
Money Market	Alerus Bank ICS Savings	NA	1.50%	3,065,123.00
Money Market	MSDLAF+ Liquid Class	NA	4.70%	4,834,530.83
Money Market	MSDLAF+ MAX Class	NA	0.35%	-
Term	MSDLAF	NA	Var	53,183,090.04
CD	MSDLAF	NA	0.25%	-
Money Market	PMA IS	NA	4.84%	13,845,085.80
Term	PMA MN Trust Term Series	NA	0.00%	-
Municipal Bonds	Northland Securities	NA	3.79%	636,595.28
Various	Wells Fargo OPEB	NA	Var	15,256,939.82
				\$ 90,821,364.77

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

Board Agenda Item XV. f

**Title: Approval of Proposed Marketing Agreement for MOMENTUM Products June 1, 2023
With Minnetonka Diamond Club**

EXECUTIVE SUMMARY

Minnesota Statutes require that all school district surplus property must be offered to the public for sale so that the public has access to purchase an item.

The MOMENTUM Design and Skilled Trades program is up and running and annually is constructing an ice-fishing shanty on a trailer (Ice Castle) and four storage sheds as part of the annual curriculum. Technically these structures are the property of Minnetonka ISD 276, so if they are to be sold, they must be offered to the public.

The District has access to a State of Minnesota auction site. However, it is such a large site that bids on surplus property are somewhat sporadic.

For items such as the Ice Castle and sheds, it is thought that posting them for sale on another auction site that is open to the public but used by various District booster clubs will generate more interest through the ability to promote the items through District booster club networks and thereby result in the items being sold for a higher bid than would be obtained on the State of Minnesota web site.

The Minnetonka Diamond Club (MDC) has proposed a partnership agreement with the Districts for the MOMENTUM items that have been and will be produced annually. They are proposing to work to post the items on the Greater Giving auction site, which is used frequently by various District booster groups.

Under this proposed partnership, MDC and MOMENTUM would agree on a starting auction prices. The items would be listed on Greater Giving, and MDC would promote the items through its extensive network of members, former members, the business community and the community at large.

In return for this promotional service, the proposed split of any sale proceeds would be:

MOMENTUM Design and Skilled Trades	50%
Minnetonka Diamond Club	30%
Minnetonka ISD 276 Baseball	20%

The agreement is proposed to last for 5 years for FY23 through FY27, with one additional extension term of 5 years, subject to mutual agreement of the parties.

The Minnetonka Diamond Club has the ability to rescind the rights in this agreement after July 31, 2024. This clause makes the agreement essentially a two-year trial agreement.

ATTACHMENTS

Minnetonka ISD 276 and Minnetonka Diamond Club Marketing Agreement For MOMENTUM Products

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve the marketing agreement for auctioning of MOMENTUM products for Fiscal Year 2023 through 2027.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby approve the Marketing Agreement with the Minnetonka Diamond Club for the auctioning of MOMENTUM products for Fiscal Year 2023 through Fiscal Year 2027.

Submitted by:



Paul Bourgeois, Executive Director of Finance & Operations

Concurrence:



David Law, Superintendent

**MARKETING AGREEMENT
MINNETONKA ISD 276 and MINNETONKA DIAMOND CLUB
FOR AUCTION OF MOMENTUM DESIGN AND SKILLED TRADES PRODUCTS**

This Agreement dated June __, 2023 is intended to serve as Marketing Agreement between the Minnetonka Diamond Club (MDC) and Minnetonka Independent School District 276 (School District) for product(s) marketed and sold by Minnetonka Diamond Club, which are constructed by Minnetonka School District's MOMENTUM Design and Skilled Trades Program.

The intent of this agreement is to detail the timeframe and structure of payment to School District and MDC.

The components of the Marketing Agreement are as follows:

- A. **Length of Term of the Agreement:** The term of this agreement shall run from June 1, 2023, through June 30, 2027.
- B. **Option for 5 Year Time Extension:** MDC has the option to extend the time of this agreement under all terms of the agreement for one 5-year period, subject to mutual agreement of the parties. MDC shall submit a letter of intent to extend the agreement to the School District by December 31, 2026.
- C. **Finished Product:** MDC will market and sell all finished product(s) from the MOMENTUM Construction Program via their online auction website. MDC will work with MOMENTUM Program to agree upon the opening bid amount to start the auction. This is to ensure both parties are comfortable with any potential selling price. Auction House will be Greater Giving (greatergiving.com)
- D. **Auction Proceeds Payout:**
 - School District MOMENTUM Program – 50%
 - MDC – 30% Funds will be used for Veterans Field projects and other needs and other District baseball facilities in accordance with the Veterans Field Operating Agreements
 - Minnetonka Varsity Baseball Program – 20%
- E. **Bill of Sale:** School District and MDC will work together to create a Bill of Sale for all product(s) sold via this agreement. The agreement will state all product(s) will be sold “As Is” with no warranty or liability to School District or MDC.
- F. **Option to Rescind:** School District and MDC shall each have the option to rescind the right to this Marketing Agreement after July 31, 2024. Any party wishing to rescind shall notify the other party by December 31, 2023, of its intent to rescind participation in this agreement on August 1, 2024.

Minnetonka Diamond Club

Minnetonka ISD 276

Its President Date

Its School Board Chair Date

Its Vice President

Its Deputy Clerk

CONSENT

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

Board Agenda Item XV. g

Title: Approval of MDE Format Long-Term Facilities Maintenance and Health & Safety Plan and Statement of Assurance June 1, 2023

EXECUTIVE SUMMARY:

At the Board Meeting of April 13, 2022, the School Board approved the annual update for the 10-Year Long Term Facilities Maintenance Plan for Fiscal Year 2025 through 2024.

The approval of that plan included the detail related to all of the projects in the 10-Year Plan. The State of Minnesota requires that School Boards also approve summary one page documents of the 10-Year Plan Projected Revenues and Expenditures and a Statement of Assurances that all the projects qualify for Long Term Facility Maintenance funding. These state forms normally are released to school districts in mid-May each year, but in 2023 the release of the forms has been delayed to after Memorial Day.

The deadline for submitting the forms to the State of Minnesota is July 31, 2023. As there are no School Board Meeting scheduled in July, it is necessary to approve the State forms in June. District administration is ready to complete the forms as soon as they are received and will provide the forms as carry-in information to the June 1, 2023 School Board Meeting.

The MDE-required form of resolution is attached and the remaining forms, once received from MDE, will be completed and will be provided for the June 1, 2023 School Board Meeting.

ATTACHMENTS:

Long-Term Facility Maintenance Ten-Year Expenditure Application
FY25 Long-Term Facility Maintenance Ten-Year Revenue Projection
FY25 Long-Term Facilities Maintenance Projects
Estimated Bonding Schedule to Fund FY2% Projects
Statement of Assurances

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve the MDE-required documents for the update of the Ten-Year Long-Term Facilities Maintenance Plan for FY2025 through FY2034 for submission to the Minnesota Department of Education. The resolution is written in an MDE-recommended format.

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

Concurrence: David Law
David Law, Superintendent

**MINNETONKA ISD 276
REGULAR MEETING
JUNE 1, 2023
CERTIFICATION OF MINUTES**

MOTION TO APPROVE LONG-TERM FACILITIES MAINTENANCE PLAN UPDATE

WHEREAS, TO QUALIFY FOR Long-Term Facilities Maintenance revenue, Minnesota Statutes require that a school district must annually adopt and approve a ten-year facilities plan and submit it to the Commissioner of Education for approval no later than July 31, and,

WHEREAS, the School Board approved an annual Ten-Year Long-Term Facilities Maintenance Plan inclusive of all projects and funding on April 13, 2023, in accordance with Minnesota Statutes,

BE IT RESOLVED, that the School Board of Minnetonka Independent School District 276 does hereby approve the Long-Term Facilities Maintenance Ten Year Plan for Fiscal Years 2025 through 2034 documents as required by the Minnesota Department of Education for submission to the Minnesota Department of Education for Commissioner approval and funding of the Fiscal Year 2024 projects, inclusive of:

Long-Term Facility Maintenance Ten-Year Expenditure Application
FY25 Long-Term Facility Maintenance Ten-Year Revenue Projection
FY25 Long-Term Facilities Maintenance Projects
Estimated Bonding Schedule to Fund FY25 Projects
Statement of Assurances

Board Members Present:

Board Members Absent:

Board Member _____ moved the motion which was seconded by Board Member _____.

Those voting in favor:

Those voting against:

WITNESS my hand officially as such recording officer and duly appointed School Board Deputy Clerk on June 1, 2023.

Paul Bourgeois, School Board Deputy Clerk

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

Board Agenda Item XV. h

Title: Approval of Individual Contracts

Date: June 1, 2023

OVERVIEW

The attached document includes recommended improvements in compensation for employees for 2023-24 through the end of their individual contract. These employees are not part of any bargaining group.

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve new contracts, including improvements in compensation for 2023-24 through the end of their individual contract for the employees listed on the attached document.

Submitted by:

AM Flowers

Anjie Flowers, Executive Director of Human Resources

Concurrence:

David Law

David Law, Superintendent

INDIVIDUAL CONTRACTS

NAME	ASSIGNMENT	2022-23	2023-24	2024-25	2025-26	2026-27	2027-28
Andre, Roger	Executive Director of VANTAGE	\$129,000	\$134,160				
Bourgeois, Paul	Executive Director of Finance and Operations	\$225,000	\$236,500	\$246,000	\$253,500	\$261,500	\$269,500
Fay, Amanda	Director of Instructional Technology	\$107,350	\$114,864	\$122,904			
Muni, Ashwin	Coordinator of Budget and Financial Systems	\$110,000	\$114,400	\$118,976			
Peacock, Jeremy	MHS Campus Facilities Manager	\$ 75,285	\$ 78,296	\$ 81,428			
Scholla, Jessica	Supervisor of Student Accounting and Transportation	\$ 84,000	\$ 87,360	\$ 90,854			
Souba, Sandra	Human Resources Coordinator	\$ 91,000	\$ 94,640	\$ 98,426			
Valenta, Erin	Director of Special Education	\$116,600	\$130,000	\$135,200			

CONSENT

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

Board Agenda Item XV. i

Title: Approval of Individual Pay Changes

Date: June 1, 2023

The attached document includes recommended improvements in compensation for 2023-24 for employees who are not part of any bargaining unit.

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve the improvements in compensation for 2023-24 for the employees listed on the attached document.

Submitted by:

AM Flowers

Anjie Flowers, Executive Director of Human Resources

Concurrence:

David Law

David Law, Superintendent

Employee Name	Assignment	Proposed 2023-24 Salary
CONFIDENTIAL SUPPORT STAFF		
HILLSTROM, AMY	HUMAN RESOURCES EXECUTIVE ASST	\$ 37.28
MALMSTEN, DEBORAH	PAYROLL BENEFITS SPECIALIST	\$ 34.78
VOELTZ, CARRIE	EXEC ASST TO SUPERINTENDENT	\$ 46.96
WAGGONER, SHANNON	FINANCE AND OPERATIONS SUPPORT SPECIALIST	\$ 41.29
INDIVIDUAL LETTERS OF ASSIGNMENT-HOURLY		
ABELSEN, MARK	PIANO ACCOMPANIST	\$ 33.80
AHLQUIST, SARA	EMR INSTRUCTOR	\$ 41.60
ARNTZ, PATRICIA	PIANO ACCOMPANIST	\$ 33.80
ARULANANTHAM, CHRISTINE	TONKA CARES PROJECT COORDINATOR	\$ 41.60
CARLSON, ABIGAIL	TECHNICAL SPECIALIST	\$ 22.88
GEHRZ, MICHELLE	PIANO ACCOMPANIST	\$ 33.80
GLEASON, BARBARA	PIANO ACCOMPANIST	\$ 33.80
HAZUKA, MATTHEW	EMR INSTRUCTOR	\$ 41.60
JOHNSON, SARAH	COMMUNITY SERVICE SPECIALIST	\$ 29.02
LEOPOLD, CANDACE	NURSING INSTRUCTOR	\$ 41.60
LINDBERG, CARINE	MINNETONKA FAMILY COLLABORATIVE COORDINATOR	\$ 39.52
OLESON, DEBORAH	PIANO ACCOMPANIST	\$ 33.80
WACHTER, JANET	PIANO ACCOMPANIST	\$ 33.80
WANDREI, LISA	COMMUNICATIONS SPECIALIST	\$ 29.90
WENMARK, WILLIAM	EVENING/WEEKEND BUILDING MONITOR	\$ 26.94
INDIVIDUAL LETTERS OF ASSIGNMENT-SALARIED		
BAGLEY, MIKAELA	MTKA SWIM CLUB HEAD AGE GROUP COACH	\$ 57,200.00
BARLOW, ELISABETH	ARTSCTR MKTG/BOX OFFICE COORD	\$ 48,672.00
BARTELT, LAUREN	ARTSCENTER ASSOC DIR/PROG DEV	\$ 60,944.00
BOSTON, BRYCE	MINNETONKA SWIM CLUB HEAD COACH	\$ 57,200.00
BOYUM, TRENT	ARTSCENTER ARTISTIC DIRECTOR	\$ 72,800.00
BRADLEY, JOHN	AQUATICS DIRECTOR	\$ 94,640.00
CAMPBELL, DANIEL	CREATIVE DIRECTOR	\$ 84,084.00
CASTILLO, SHANIA	ACADEMIC AND STUDENT SUPPORT COORDINATOR	\$ 50,960.00
CORNELIUS, MARY	COMMUNICATIONS SPECIALIST	\$ 78,728.00
DADASHEV, DENNIS	RECREATIONAL PROG COORDINATOR AQUATICS	\$ 54,080.00
EILERS, ALLISON	TRANSPORTATION SPECIALIST	\$ 66,820.00
FASNACHT, KRISTI	ACCOUNTING SPECIALIST/BURSAR	\$ 66,560.00
GURLEY, CAREINO	LEAD ACADEMIC AND STUDENT SUPPORT COORDINATOR*	\$ 53,716.00
HESSBURG, JOSEPH	TONKA ONLINE PROGRAM ASSISTANT DIRECTOR 0.4 FTE	\$ 51,051.52
HUMASON, NATHAN	ARTSCENTER EVENT MANAGER/TECH SPECIALIST	\$ 46,176.00
KUDAS, MATTHEW	ARTSCENTER TECH COORDINATOR	\$ 62,192.00
LAM-BURESH, WENDY	ARTSCENTER ON 7 ACCOUNTANT AND SCHEDULER (0.8 FTE)	\$ 38,272.00
LIVORSI, AMY	STUDENT LIFE COORDINATOR (0.75 FTE)	\$ 41,288.00
MATA, KEVIN	STUDENT MANAGEMENT COORDINATOR	\$ 48,880.00
MAXWELL, ALLISON	LEAD GROUP COACH, SWIM CLUB	\$ 43,680.00
NELSON, DAVID	TONKA DOME COORDINATOR	\$ 51,480.00
RUFF, MARK	STAFFING SPECIALIST	\$ 59,280.00
SMITH, ANDY	AUDIO VISUAL PRODUCTION SPEC.	\$ 82,992.00
WEFRING, DANIELLE	LEAD GROUP COACH, SWIM CLUB	\$ 38,480.00
WEIR, LOUISE	MTKA COMMUNITY ED MARKETING SPECIALIST	\$ 70,980.00
ZUIDEMA, NICHOLE A	TRANSPORTATION SPECIALIST	\$ 63,336.00

CONSENT

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

Board Agenda XV. j

**Title: Approval of Metropolitan Council Easement Extension
At Excelsior Elementary School**

June 1, 2023

EXECUTIVE SUMMARY:

On August 6, 2021, the School Board approved an easement for the Metropolitan Council at Excelsior Elementary School so that they the Metropolitan Council could complete waste line upgrades on underground piping that run near Excelsior Elementary School and also on a permanent easement underneath the Excelsior Elementary School playground.

The Metropolitan Council's upgrade project is requiring more time to complete than originally estimated. As a result, the Metropolitan Council is asking for an extension of the easement at Excelsior Elementary School for an additional 24 months through November 1, 2025.

ATTACHMENTS:

Temporary Easement Extension Packet

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve the easement extension for the Metropolitan Council at Excelsior Elementary School through November 1, 2025.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby approve an easement extension for the Metropolitan Council through November 1, 2025 and authorizes Administration to execute the easement documents necessary for the approved extension through November 1, 2025.

Submitted by: _____


Paul Bourgeois, Executive Director of Finance & Operations

Concurrence: _____


David Law, Superintendent

March 29, 2023



Minnetonka School District 276
5621 County Road 101
Minnetonka, MN 55345

Re: Temporary Easement Extension –Parcel 6-8
Metropolitan Council and the City of Excelsior
Excelsior Regional Sewer 7017-2 and City Improvements Project
Pin: 3411723130013,3411723130014,3411723140032

Dear Minnetonka School District 276;

On August 6th, 2021, the school board approved and executed a Temporary Easement for a 24-month time period with a current expiration date of November 1, 2023. The cities of Excelsior and Shorewood require additional time to complete the project. Due to that fact, they are exercising their right to extend the Temporary Easement as detailed in Sections 3 and 6 of the Temporary Easement documents signed previously. The Temporary Easement extension will be for another 24-months with a new expiration date of November 1, 2025.

This letter constitutes the Metropolitan Council's extension request. On the past Temporary Easement acquisition, the Minnetonka School District 276 waived their right to compensation. Therefore, the Metropolitan Council hereby offers compensation in the amount of \$0 and other valuable consideration for this extension as detailed below and depicted on the sketch attached to the First Amendment to the Easement Agreement.

To refresh your memory, the project involves the construction of the regional wastewater pipe in the Cities of Excelsior and Shorewood which is allowing the cities to decommission of one of its wastewater pump stations. The project also includes improvements to city streets and utilities. Construction will include underground utility pipe installation, removal of decommissioned utilities, street reconstruction and pedestrian improvements.

A staff person from WSB will call you to discuss this extension and set up a time to meet with you to review the documents and upon signing, can notarize them for you.

On behalf of the Metropolitan Council, we wish to thank you for your cooperation and assistance.

Sincerely,

WSB & Associates, Inc.

A handwritten signature in blue ink that reads "Penny Roll". The signature is written in a cursive, flowing style.

Penny Roll
Consultant for the Metropolitan Council

Encl: Easement Extension, Recorded Easement with Sketches

EASEMENT EXTENSION SUMMARY
 Excelsior Regional Sewer 7017-2 and City Improvements Project

Project No.: ES 802856

Parcel No.: 6-8

Tax PID's: 3411723130013
 3411723130014
 3411723140032

Property Address: 5621 County Road 101, Minnetonka MN 55345

Fee Owner: Minnetonka School district 276

Description of the property interests to be acquired:

- Temporary Easement - See attached sketch

COMPENSATION SUMMARY	
Temporary Easement: Parcel 6 - 1702 Sq. Ft. <div style="text-align: center; padding: 5px;">Parcel 7 - 2887 Sq. Ft</div> <div style="text-align: center; padding: 5px;">Parcel 8 - 4400 Sq. Ft</div>	Compensation Waived
TOTAL: 8989 Sq. Ft for 24-month extension	\$0.00

PARCEL 6
AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT ("Amendment") is made and entered into this ____ day of _____ 20 ____, by and between Minnetonka School District No, 276, a Minnesota public school district ("Grantor") and the Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota ("Grantee").

WITNESSETH:

WHEREAS, Grantor and Grantee executed an Easement Agreement, dated August 6, 2021, recorded with the Hennepin County Registrar's Office on August 13, 2021 as Document No. 5866234 ("Easement Agreement") that granted temporary easement rights over Grantor's property for the construction Excelsior Regional Sewer 7012-2 and City Improvements Project.

WHEREAS, Grantor and Grantee desire to amend the Easement Agreement to provide additional time for Grantee to construct its Regional Sewer.

WHEREAS, Grantee and Grantor have agreed on the compensation to be paid by Grantee to Grantor for extending the Term of the temporary easement rights until November 1, 2025.

NOW THEREFORE, in consideration of the compensation to be paid by Grantee to Grantor, and in consideration of the mutual promises made herein, the parties agree to amend the Easement Agreement as follows:

1. Section 3 (a) of the Easement Agreement is hereby amended to extend the Term of the temporary easement rights until November 1, 2025.
2. The remaining provisions of the Easement Agreement remain in full force and effect without change.
3. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and the counterparts together shall constitute one and the same Amendment. A copy, facsimile copy or electronic copy of this Amendment, including its signature pages, will be binding and deemed to be an original.

IN WITNESS THEREOF, the parties hereto have executed this Amendment as of the date first set forth above.

METROPOLITAN COUNCIL,
a public corporation and political subdivision under
the laws of the State of Minnesota,

By: _____
Mary Bogie
Title: Regional Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Mary Bogie, Regional Administrator of the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota, on its behalf.

Notary Public

GRANTOR:

Minnetonka School District No.276

By: _____

Its: Deputy Clerk

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, _____ of Minnetonka School District No. 276, a Minnesota Public School District under the laws of the State of Minnesota, on behalf of the Minnetonka School District No, 276.

Notary Public

This instrument was drafted by:
Office of General Counsel
Metropolitan Council
390 North Robert Street
Saint Paul, MN 55101

PARCEL 7
AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT ("Amendment") is made and entered into this _____ day of _____ 20____, by and between Minnetonka School District No, 276, a Minnesota public school district ("Grantor") and the Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota ("Grantee").

WITNESSETH:

WHEREAS, Grantor and Grantee executed an Easement Agreement, dated August 6, 2021, recorded with the Hennepin County Registrar's Office on August 13, 2021 as Document No. 5866231 ("Easement Agreement") that granted temporary easement rights over Grantor's property for the construction Excelsior Regional Sewer 7012-2 and City Improvements Project.

WHEREAS, Grantor and Grantee desire to amend the Easement Agreement to provide additional time for Grantee to construct its Regional Sewer.

WHEREAS, Grantee and Grantor have agreed on the compensation to be paid by Grantee to Grantor for extending the Term of the temporary easement rights until November 1, 2025.

NOW THEREFORE, in consideration of the compensation to be paid by Grantee to Grantor, and in consideration of the mutual promises made herein, the parties agree to amend the Easement Agreement as follows:

1. Section 3 (a) of the Easement Agreement is hereby amended to extend the Term of the temporary easement rights until November 1, 2025.
2. The remaining provisions of the Easement Agreement remain in full force and effect without change.
3. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and the counterparts together shall constitute one and the same Amendment. A copy, facsimile copy or electronic copy of this Amendment, including its signature pages, will be binding and deemed to be an original.

PARCEL 8
AMENDMENT TO EASEMENT AGREEMENT

THIS AMENDMENT TO EASEMENT AGREEMENT ("Amendment") is made and entered into this ____ day of _____ 20 ____, by and between Minnetonka School District No. 276, a Minnesota public school district ("Grantor") and the Metropolitan Council, a public corporation and political subdivision under the laws of the State of Minnesota ("Grantee").

WITNESSETH:

WHEREAS, Grantor and Grantee executed an Easement Agreement, dated August 6, 2021, recorded with the Hennepin County Registrar's Office on August 13, 2021, as Document No. 5866242 ("Easement Agreement") that granted temporary easement rights over Grantor's property for the construction Excelsior Regional Sewer 7012-2 and City Improvements Project.

WHEREAS, Grantor and Grantee desire to amend the Easement Agreement to provide additional time for Grantee to construct its Regional Sewer.

WHEREAS, Grantee and Grantor have agreed on the compensation to be paid by Grantee to Grantor for extending the Term of the temporary easement rights until November 1, 2025.

NOW THEREFORE, in consideration of the compensation to be paid by Grantee to Grantor, and in consideration of the mutual promises made herein, the parties agree to amend the Easement Agreement as follows:

1. Section 3 (a) of the Easement Agreement is hereby amended to extend the Term of the temporary easement rights until November 1, 2025.
2. The remaining provisions of the Easement Agreement remain in full force and effect without change.
3. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and the counterparts together shall constitute one and the same Amendment. A copy, facsimile copy or electronic copy of this Amendment, including its signature pages, will be binding and deemed to be an original.

GRANTOR:

Minnetonka School District No.276

By: _____

Its: Deputy Clerk

STATE OF _____)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, _____ of Minnetonka School District No. 276, a Minnesota Public School District under the laws of the State of Minnesota, on behalf of the Minnetonka School District No, 276.

Notary Public

This instrument was drafted by:
Office of General Counsel
Metropolitan Council
390 North Robert Street
Saint Paul, MN 55101



LAND TYPE Torrens (T)

DOC NUM 5866234

Certified, filed and/or recorded on
Aug 13, 2021 9:45 AM

Office of the Registrar of Titles
Hennepin County, Minnesota
Amber Bougie acting, Registrar of Titles
Mark Chapin, County Auditor and Treasurer

Deputy 122

Pkg ID 2296154E

Document Recording Fee

\$46.00

Document Total

\$46.00

Existing Certs
1188869

TEMPORARY CONSTRUCTION EASEMENT
Parcel No. 6

This Temporary Construction Easement ("Easement") is made by Minnetonka School District No. 276, a Minnesota public school district, ("Grantor") and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Grantee") (collectively referred to as the "Parties").

Whereas, Grantor is the fee owner of real property that is legally described on the attached **Exhibit A** ("Property"); and

Whereas, Grantee is constructing the Excelsior Regional Sewer 7017-2 and City Improvements Project ("Project") for which it needs an Easement over, under and across portions of Grantor's Property; and

Whereas, the purpose of the Easement is to, without limitation, locate, stage, install, and construct the Project and associated improvements on the Property ("Work").

Now therefore, for \$0 and other valuable consideration, the receipt of which is acknowledged by Grantor, and in further consideration for the mutual promises made below, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its agents, contractors, permittees, successors, and assigns, a Temporary Construction Easement ("Easement") over, under and across that part of the Property legally described on the attached **Exhibit B** (the "Easement Area") and depicted on the attached **Exhibit C** for the Work.

2. **Use.** Grantee may use the Easement Area for purposes of constructing the Project, which may include [e.g. staging construction materials and equipment, banking soil

or project debris, construction project staff parking, installation of utilities, or other specific purposes].

Subsequent to the date of the Easement and until such Easement has expired, Grantor, its heirs, successors, and assigns, will not erect, construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Easement Area or plant any trees, or stockpile construction debris or construction equipment, or change the grade of the Easement Area without Grantee's express written consent.

3. **Term of Easement.** The Easement shall commence on the **November 1, 2021** and shall remain in full force and effect until **November 1, 2023** unless otherwise extended in writing by the Parties consistent with paragraph 6.

4. **Restoration.** Upon completion of the Project Grantee shall make reasonable efforts to restore the Easement Area to a like kind condition or the condition that existed prior to the granting of this Easement.

5. **Covenant of Ownership.** Grantor covenants that it is the lawful owner and is in lawful possession of the above-described real estate and has the lawful right and authority to convey and grant the Easement.

6. **Notices and Demands.** All notices, requests, demands, consents, and other communications required or permitted under this Easement shall be in writing and shall be deemed to have been duly and properly given 3 business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: Minnetonka School District 276
Attn: Paul Bourgeois
5621 County Road 101
Minnetonka, MN 55345

Grantee: Metropolitan Council
390 Robert Street North
Saint Paul, MN 55101-1805
Attn: Real Estate Office

7. **Termination, Amendment, or Release of Easement.** The Easement may only be amended by written agreement signed by the Parties or their successors and/or assigns. If amended, either the Grantee or the Grantor shall record the amendment against the Property. Grantee may release the Easement at any time during the Term by a executing a Release of Easement and recording the same against the Property and providing a copy of the Release of Easement to the Grantor. After the Term of the Easement has expired, this Easement shall automatically expire without further action by the parties.

8. **Miscellaneous.**

a. **Binding Covenant.** The provisions and conditions of this Easement shall be binding upon and inure to the benefit of the Parties and their successors and assigns and shall constitute a covenant running with the land.

b. **Waiver.** No waiver of any provision of this Easement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Easement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

c. **Liability.** Each Party is responsible for their own acts and omissions and the results thereof to the extent authorized by the law. This shall not be construed to waive any liability limits or immunities including those arising under Minnesota Statutes Chapter 466.

d. **Governing Law.** This Easement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.

e. **Counterparts.** This Easement may be executed in any number of counterparts, each of which is to be deemed to be an original and the counterparts together constitute one and the same Easement. A physical copy or electronic copy of this Easement, including its signature pages, will be binding, and deemed to be an original.

f. **Severability.** The provisions of this Easement are severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

g. **No Presumption against Drafter.** This Easement has been negotiated at arm's length and with the opportunity for the Parties to consult legal counsel regarding its terms. Accordingly, this Easement shall be interpreted to achieve the intent and purpose of the Parties, without any presumption against the drafting party.

h. **Authority of Signatory.** Each party to this Easement warrants to the other that it has the right and authority to enter into this Easement.

The remainder of this page is intentionally left blank.

Project: Excelsior Interceptor 7017-2
Council Project Number 802856

Parcel: Lot 266 Auditor's
Subdivision No. 135

County: Hennepin

Owner: Minnetonka School District 276

Address: 5621 County Road 101
Minnetonka, MN 55345

PID: 3411723130013

Parcel 6 Property Description

Lot 266 Auditor's Subdivision No. 135, Hennepin County Minnesota, Except Road

Sheet 1 of 4

APPROVED EXHIBIT A

DRAFTED BY	DATE
MPV/RPW	3/15/2021

Project: Excelsior Interceptor 7017-2
Council Project Number 802856
Parcel: Lot 266 Auditor's
Subdivision No. 135
County: Hennepin

Owner: Minnetonka School District 276
Address: 5621 County Road 101
Minnetonka, MN 55345
PID: 3411723130013

Parcel 6 Temporary Easement Description

A temporary easement for construction purposes over, under, and across Lot 266 Auditor's Subdivision No. 135, Hennepin County Minnesota.

A strip of land 35.00 feet wide, the northerly line of which being 35.00 feet northerly of and parallel with the following described line:

Beginning at the intersection of the East right of way line of Water Street and the South Line of Lot 266 Auditor's Subdivision No. 135; thence easterly along the south line of said Lot 266 a distance of 50.00 feet and said strip there terminating.

Said easement containing 1,702 square feet, more or less.

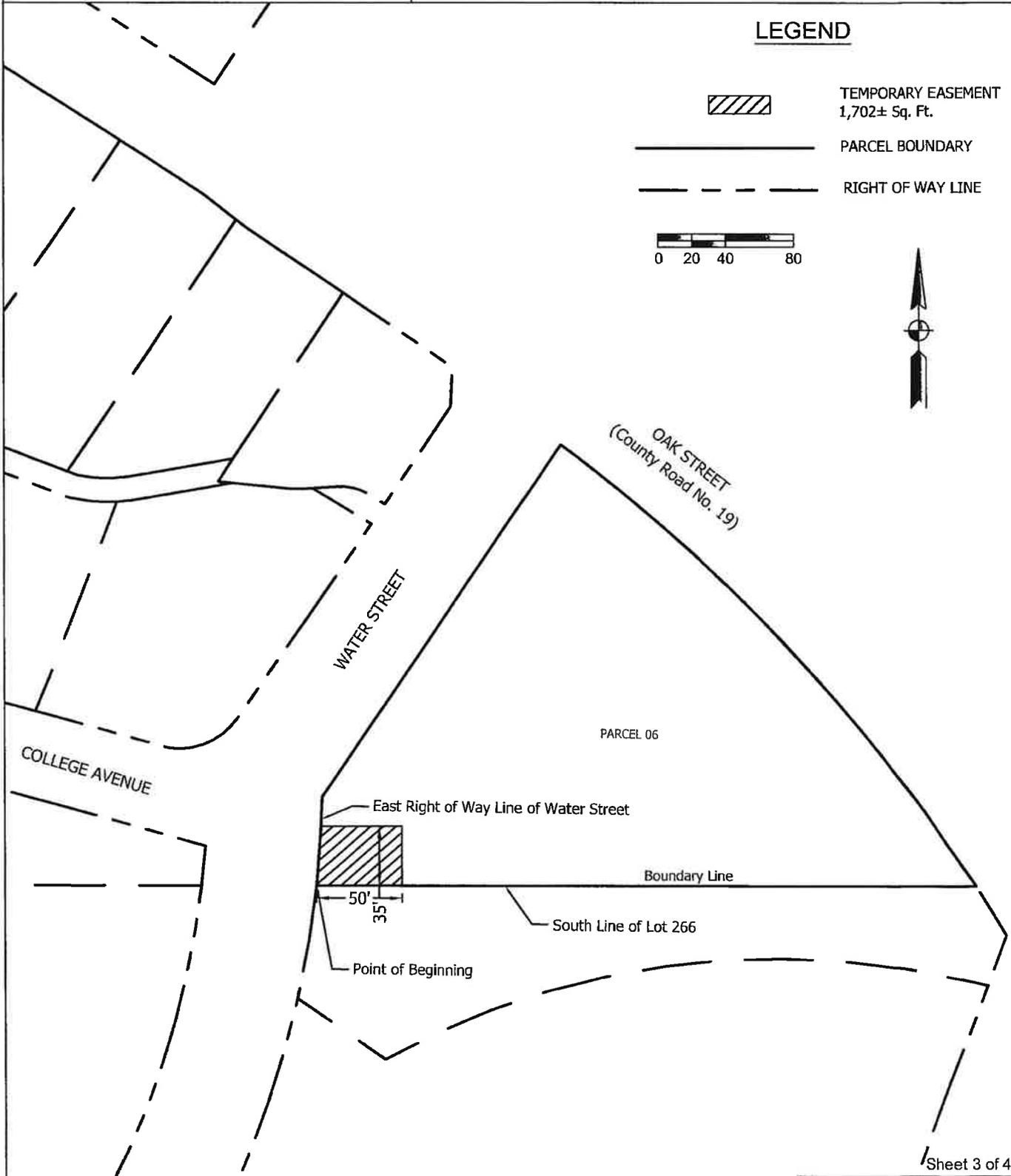
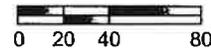
DRAFTED BY	DATE
MPV/RPW	3/15/2021

Project: Excelsior Interceptor 7017-2
 Council Project Number 802856
Parcel: Lot 266 Auditor's
 Subdivision No. 135
County: Hennepin

Owner: Minnetonka School District 276
Address: 5621 County Road 101
 Minnetonka, MN 55345
PID: 3411723130013

LEGEND

-  TEMPORARY EASEMENT
1,702± Sq. Ft.
-  PARCEL BOUNDARY
-  RIGHT OF WAY LINE



Sheet 3 of 4

APPROVED EXHIBIT C

DRAFTED BY	DATE
MPV/RPW	3/15/2021

Transfer Entered

Aug 13, 2021 9:48 AM

Hennepin County, Minnesota
Mark Chapin
County Auditor and Treasurer



LAND TYPE Torrens (T)

DOC NUM 5866431

Certified, filed and/or recorded on
Aug 13, 2021 9:48 AM

Office of the Registrar of Titles
Hennepin County, Minnesota
Amber Bougie acting, Registrar of Titles
Mark Chapin, County Auditor and Treasurer

Deputy 98

Pkg ID 2296159E

Document Recording Fee

\$46.00

Document Total

\$46.00

PID(s)

34-117-23-13-0014

Existing Certs

1188869

TEMPORARY CONSTRUCTION EASEMENT
Parcel No. 7

This Temporary Construction Easement ("Easement") is made by Minnetonka School District No. 276, a Minnesota public school district, ("Grantor") and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Grantee") (collectively referred to as the "Parties").

Whereas, Grantor is the fee owner of real property that is legally described on the attached **Exhibit A** ("Property"); and

Whereas, Grantee is constructing the Excelsior Regional Sewer 7017-2 and City Improvements Project ("Project") for which it needs an Easement over, under and across portions of Grantor's Property; and

Whereas, the purpose of the Easement is to, without limitation, locate, stage, install, and construct the Project and associated improvements on the Property ("Work").

Now therefore, for \$0 and other valuable consideration, the receipt of which is acknowledged by Grantor, and in further consideration for the mutual promises made below, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its agents, contractors, permittees, successors, and assigns, a Temporary Construction Easement ("Easement") over, under and across that part of the Property legally described on the attached **Exhibit B** (the "Easement Area") and depicted on the attached **Exhibit C** for the Work.

2. **Use.** Grantee may use the Easement Area for purposes of constructing the Project, which may include [e.g. staging construction materials and equipment, banking soil

or project debris, construction project staff parking, installation of utilities, or other specific purposes].

Subsequent to the date of the Easement and until such Easement has expired, Grantor, its heirs, successors, and assigns, will not erect, construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Easement Area or plant any trees, or stockpile construction debris or construction equipment, or change the grade of the Easement Area without Grantee's express written consent.

3. **Term of Easement.** The Easement shall commence on the **November 1, 2021** and shall remain in full force and effect until **November 1, 2023** unless otherwise extended in writing by the Parties consistent with paragraph 6.

4. **Restoration.** Upon completion of the Project Grantee shall make reasonable efforts to restore the Easement Area to a like kind condition or the condition that existed prior to the granting of this Easement.

5. **Covenant of Ownership.** Grantor covenants that it is the lawful owner and is in lawful possession of the above-described real estate and has the lawful right and authority to convey and grant the Easement.

6. **Notices and Demands.** All notices, requests, demands, consents, and other communications required or permitted under this Easement shall be in writing and shall be deemed to have been duly and properly given 3 business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: Minnetonka School District 276
Attn: Paul Bourgeois
5621 County Road 101
Minnetonka, MN 55345

Grantee: Metropolitan Council
390 Robert Street North
Saint Paul, MN 55101-1805
Attn: Real Estate Office

7. **Termination, Amendment, or Release of Easement.** The Easement may only be amended by written agreement signed by the Parties or their successors and/or assigns. If amended, either the Grantee or the Grantor shall record the amendment against the Property. Grantee may release the Easement at any time during the Term by a executing a Release of Easement and recording the same against the Property and providing a copy of the Release of Easement to the Grantor. After the Term of the Easement has expired, this Easement shall automatically expire without further action by the parties.

8. **Miscellaneous.**

a. **Binding Covenant.** The provisions and conditions of this Easement shall be binding upon and inure to the benefit of the Parties and their successors and assigns and shall constitute a covenant running with the land.

b. **Waiver.** No waiver of any provision of this Easement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Easement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

c. **Liability.** Each Party is responsible for their own acts and omissions and the results thereof to the extent authorized by the law. This shall not be construed to waive any liability limits or immunities including those arising under Minnesota Statutes Chapter 466.

d. **Governing Law.** This Easement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.

e. **Counterparts.** This Easement may be executed in any number of counterparts, each of which is to be deemed to be an original and the counterparts together constitute one and the same Easement. A physical copy or electronic copy of this Easement, including its signature pages, will be binding, and deemed to be an original.

f. **Severability.** The provisions of this Easement are severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

g. **No Presumption against Drafter.** This Easement has been negotiated at arm's length and with the opportunity for the Parties to consult legal counsel regarding its terms. Accordingly, this Easement shall be interpreted to achieve the intent and purpose of the Parties, without any presumption against the drafting party.

h. **Authority of Signatory.** Each party to this Easement warrants to the other that it has the right and authority to enter into this Easement.

The remainder of this page is intentionally left blank.

Project: Excelsior Interceptor 7017-2
Council Project Number 802856
Parcel: Part of Lot 268
Auditor's Subdivision No. 135
County: Hennepin

Owner: Minnetonka School District 276
Address: 5621 County Road 101
Minnetonka, MN 55345
PID: 3411723130014

Parcel 7 Property Description

A tract of land comprising all of Lot 113 and part of Lots 266 and 268, Auditor's Subdivision No. 135, Hennepin County, Minnesota, which tract is particularly described as follows:

Commencing at a point where the centerline of State Highway No. 12 meets the center line of Water Street in the Village of Excelsior; thence Northerly along the center line of Water Street to the point where the same intersects the center line of Oak Street in said Village; thence Southeasterly along the center line of Oak Street as shown on the plat of Snell's Addition to the point where the same intersects the Northwesterly line extended of Lot 113, Auditor's Subdivision No. 135, Hennepin County, Minnesota; thence to the Southwesterly end of said Northwesterly line of Lot 113; thence Northeasterly along the Northwest line of said Lot 113 to the most Northerly corner of said Lot 113; thence Southeasterly along the Northeasterly line of said Lot 113 to the shore line of the meandered lake forming the Northerly boundary of said Lot 113; thence Easterly and Southerly along the shore of said lake to the point where said shore intersects the Northerly line of said Highway No. 12; thence Southerly, at an angle of ninety degrees, to the center line of said State Highway No. 12; thence Westerly along the center line of said State Highway No. 12 to the place of beginning.

Except that part embraced within the following described parcel:

Commencing at the northeast corner of Lot 1, Block 1, Seiferts Addition, Hennepin County, Minnesota, according to the recorded plat thereof; thence North 80 degrees, 26 minutes, 53 seconds West on an assumed bearing along the north lin of said Lot 1 a distance of 15.71 feet; thence continuing westerly on said north line 349.24 feet on a tangential curve concave to the south having a radius of 477.46 feet and a central angle of 41 degrees, 54 minutes, 32 seconds to the poin of beginning; thence North 58 degrees, 32 minutes, 52 seconds West 62.29 feet to the easterly right-of-way line of Water Street as shown on the plat of said Seiferts Addition; thence southerly along said easterly right-of-way line of Water Street to its intersection with said north line of Lot 1; thence northeasterly along said north line of Lot 1 to the point of beginning.

PROPERTY DESCRIPTION NOTE:

- Existing Description of Property is from Metropolitan Council Condition of Title Date 10/23/2020 Project No. 802856
- Parcel 7 Description is from Certificate of Title Number 1188869 which contains more property than just Parcel 7.

APPROVED EXHIBIT A

DRAFTED BY	DATE
MPV/RPW	3/15/2021

Project: Excelsior Interceptor 7017-2
Council Project Number 802856
Parcel: Part of Lot 268
Auditor's Subdivision No. 135
County: Hennepin

Owner: Minnetonka School District 276
Address: 5621 County Road 101
Minnetonka, MN 55345
PID: 3411723130014

Parcel 7 Temporary Easement Description

A temporary easement for construction purposes over, under, and across Lot 268, Auditor's Subdivision No. 135, Hennepin County Minnesota described as follows:

A strip of land 35.00 feet wide, the southerly line of which being 35.00 feet southerly of and parallel with the following described line: beginning at the intersection of the East right of way line of Water Street and the North Line of Lot 268 Auditor's Subdivision No. 135; thence easterly along said south line of a distance of 80.00 feet and said strip there terminating. It is intended that the southerly line of said temporary easement be extended westerly to the easterly right of way line of Water Street.

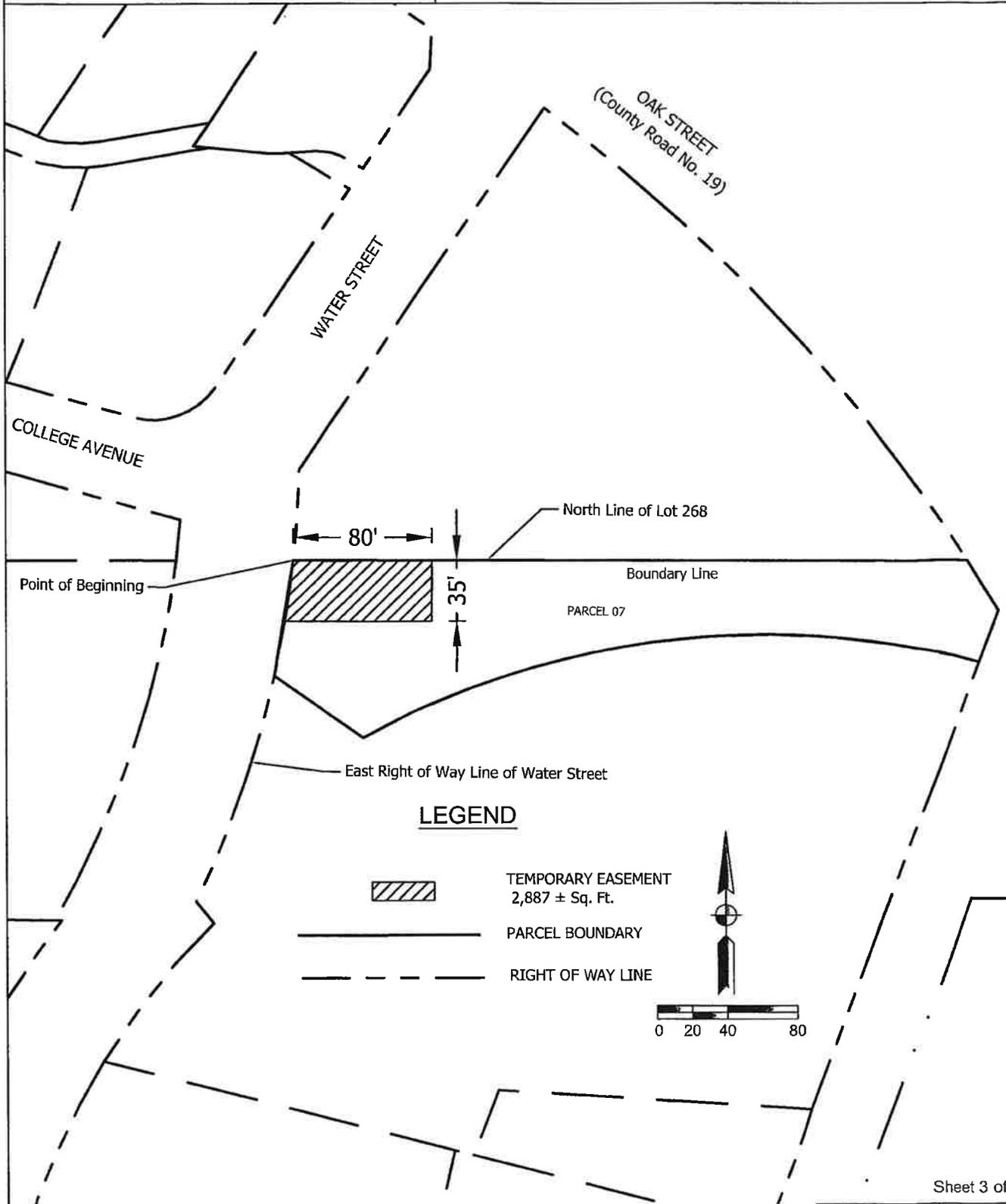
Said easement containing 2,887 square feet, more or less.

APPROVED EXHIBIT B

DRAFTED BY	DATE
MPV/RPW	3/15/2021

Project: Excelsior Interceptor 7017-2
 Council Project Number 802856
Parcel: Part of Lot 268
 Auditor's Subdivision No. 135
County: Hennepin

Owner: Minnetonka School District 276
Address: 5621 County Road 101
 Minnetonka, MN 55345
PID: 3411723130014



DRAFTED BY	DATE
MPV/RPW	3/15/2021



LAND TYPE Torrens (T)

DOC NUM 5866242

Certified, filed and/or recorded on
Aug 13, 2021 9:52 AM

Office of the Registrar of Titles
Hennepin County, Minnesota
Amber Bougie acting, Registrar of Titles
Mark Chapin, County Auditor and Treasurer

Deputy 122

Pkg ID 2296166E

Document Recording Fee

\$46.00

Document Total

\$46.00

Existing Certs
1188869

TEMPORARY CONSTRUCTION EASEMENT
Parcel No. 8

This Temporary Construction Easement ("Easement") is made by Minnetonka School District No. 276, a Minnesota public school district, ("Grantor") and the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Grantee") (collectively referred to as the "Parties").

Whereas, Grantor is the fee owner of real property that is legally described on the attached **Exhibit A** ("Property"); and

Whereas, Grantee is constructing the Excelsior Regional Sewer 7017-2 and City Improvements Project ("Project") for which it needs an Easement over, under and across portions of Grantor's Property; and

Whereas, the purpose of the Easement is to, without limitation, locate, stage, install, and construct the Project and associated improvements on the Property ("Work").

Now therefore, for \$0 and other valuable consideration, the receipt of which is acknowledged by Grantor, and in further consideration for the mutual promises made below, the Parties agree as follows:

1. **Grant of Easement.** Grantor hereby grants and conveys to Grantee, its agents, contractors, permittees, successors, and assigns, a Temporary Construction Easement ("Easement") over, under and across that part of the Property legally described on the attached **Exhibit B** (the "Easement Area") and depicted on the attached **Exhibit C** for the Work.

2. **Use.** Grantee may use the Easement Area for purposes of constructing the Project, which may include [e.g. staging construction materials and equipment, banking soil

or project debris, construction project staff parking, installation of utilities, or other specific purposes].

Subsequent to the date of the Easement and until such Easement has expired, Grantor, its heirs, successors, and assigns, will not erect, construct, or create any building, improvement, obstruction, perpendicular utility crossing, or structure of any kind, either above or below the surface of the Easement Area or plant any trees, or stockpile construction debris or construction equipment, or change the grade of the Easement Area without Grantee's express written consent.

3. **Term of Easement.** The Easement shall commence on **June 15, 2022 through August 15, 2022**, and recommence on **June 15, 2023** remaining in full force and effect until **August 1, 2023** unless otherwise extended in writing by the Parties consistent with paragraph 6.

4. **Restoration.** Upon completion of the Project Grantee shall make reasonable efforts to restore the Easement Area to a like kind condition or the condition that existed prior to the granting of this Easement.

5. **Covenant of Ownership.** Grantor covenants that it is the lawful owner and is in lawful possession of the above-described real estate and has the lawful right and authority to convey and grant the Easement.

6. **Notices and Demands.** All notices, requests, demands, consents, and other communications required or permitted under this Easement shall be in writing and shall be deemed to have been duly and properly given 3 business days after the date of mailing if deposited in a receptacle of the United States mail, first class postage prepaid, addressed to the intended recipient as follows:

Grantor: Minnetonka School District 276
Attn: Paul Bourgeois
5621 County Road 101
Minnetonka, MN 55345

Grantee: Metropolitan Council
390 Robert Street North
Saint Paul, MN 55101-1805
Attn: Real Estate Office

7. **Termination, Amendment, or Release of Easement.** The Easement may only be amended by written agreement signed by the Parties or their successors and/or assigns. If amended, either the Grantee or the Grantor shall record the amendment against the Property. Grantee may release the Easement at any time during the Term by a executing a Release of Easement and recording the same against the Property and providing a copy of the Release of Easement to the Grantor. After the Term of the Easement has expired, this Easement shall automatically expire without further action by the parties.

8. **Miscellaneous.**

a. **Binding Covenant.** The provisions and conditions of this Easement shall be binding upon and inure to the benefit of the Parties and their successors and assigns and shall constitute a covenant running with the land.

b. **Waiver.** No waiver of any provision of this Easement shall be binding unless executed in writing by the Party making the waiver. No waiver of any provision of this Easement shall be deemed to constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver unless the written waiver so specifies.

c. **Liability.** Each Party is responsible for their own acts and omissions and the results thereof to the extent authorized by the law. This shall not be construed to waive any liability limits or immunities including those arising under Minnesota Statutes Chapter 466.

d. **Governing Law.** This Easement is governed, construed, and enforced under the laws of the State of Minnesota without regard to conflicts of law provisions.

e. **Counterparts.** This Easement may be executed in any number of counterparts, each of which is to be deemed to be an original and the counterparts together constitute one and the same Easement. A physical copy or electronic copy of this Easement, including its signature pages, will be binding, and deemed to be an original.

f. **Severability.** The provisions of this Easement are severable, and in the event that any provision is held to be invalid or unenforceable, the Parties intend that the remaining provisions will remain in full force and effect.

g. **No Presumption against Drafter.** This Easement has been negotiated at arm's length and with the opportunity for the Parties to consult legal counsel regarding its terms. Accordingly, this Easement shall be interpreted to achieve the intent and purpose of the Parties, without any presumption against the drafting party.

h. **Authority of Signatory.** Each party to this Easement warrants to the other that it has the right and authority to enter into this Easement.

The remainder of this page is intentionally left blank.

Minnetonka School District No. 276

By Paul Bourgeri

Its DEPUTY CLERK

And _____

Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 6th day of August, 2021, by Paul Bourgeri and _____, the Deputy Clerk and _____ of Minnetonka School District No. 276, a Minnesota Public School District under the laws of the state of Minnesota, on behalf of the Minnetonka School District No. 276.

Notary Public Jacqueline V Steffel

[space for notary stamp]

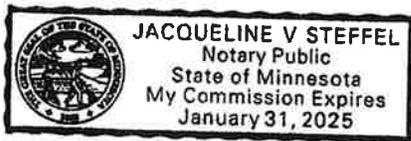


EXHIBIT A

Legal Description of the Property

Lot 266 Auditor's Subdivision No. 135, Hennepin County Minnesota, Except Road

EXHIBIT B

Temporary Construction Easement Area Legal Description

A temporary easement for construction purposes over, under, and across Lot 266 Auditor's Subdivision No. 135, Hennepin County Minnesota.

A strip of land 35.00 feet wide, the northerly line of which being 35.00 feet northerly of and parallel with the following described line:

Beginning at the intersection of the East right of way line of Water Street and the South Line of Lot 266 Auditor's Subdivision No. 135; thence easterly along the south line of said Lot 266 a distance of 50.00 feet and said strip there terminating.

Said easement containing 1,702 square feet, more or less.

EXHIBIT C

**Temporary Construction Easement Area Depiction
For Reference Purposes Only**

Project: *Excelsior Interceptor 7017-2*
Council Project Number 802856

Parcel: *Part of Auditor's*
Sub No. 135

County: *Hennepin*

Owner: *School District No. 276*

Address: 495 Oak Street,
Excelsior MN 55331

PID: 3411723140032



Parcel 8 Property Description A (Abstract Portion)

Lots 112, 114, 118, and 119, Auditor's Subdivision No. 135, Hennepin County, Minnesota

That part of Lots 97 and 98, Auditor's Subdivision No. 135, Hennepin County, Minnesota lying southeasterly of a line running from the most northerly corner of Lot 113 to a point on the northeasterly line of Lot 97 a distance of 220 feet southeasterly from the most northerly corner thereof.

That part of Lots 96, 189 and 190, Auditor's Subdivision No. 135 lying southeasterly of a line parallel with and 184 feet southeasterly from the southeasterly line of Water Street, as delineated on the map of said Auditor's Subdivision No. 135, except that part of Lots 96 and 189 described as follows:

Commencing at the most Westerly corner of Lot 49, Auditor's Subdivision Number 120, Hennepin County, Minnesota; thence on an assumed bearing of South 57 degrees 29 minutes 25 seconds East along the Southwesterly line of said Lot 49, as determined in Torrens Case No. 8238, a distance of 184.02 feet to the intersection with a line drawn parallel with and 184 feet Southeasterly from the Northwesterly line of said Lot 49, to the point of beginning; thence South 33 degrees 22 minutes 18 seconds West along said parallel line, 64.66 feet; thence South 57 degrees 33 minutes 51 seconds East 256.21 feet, thence North 31 degrees 58 minutes 25 seconds East 10.95 feet; thence South 58 degrees 01 minutes 35 seconds East 104.57 feet to the intersection with the Southerly extension of the centerline of School Alley, vacated; thence North 33 degrees 22 minutes 18 seconds East along said extension, 52.40 feet to the intersection with the Southeasterly extension of the Southwesterly line of said Lot 49, said point marked by a Judicial Landmark set pursuant to Torrens Case No. 8238; thence North 57 degrees 29 minutes 25 seconds West, along said Southwesterly line of Lot 49, and its extensions a distance of 360.48 feet to the point of beginning.

Parcel 8 Property Description B (Torrens Portion)

A tract of land comprising all of Lot 113 and part of Lots 266 and 268, Auditor's Subdivision No. 135, Hennepin County, Minnesota, which tract is particularly described as follows:

Commencing at a point where the centerline of State Highway No. 12 meets the center line of Water Street in the Village of Excelsior; thence Northerly along the center line of Water Street to the point where the same intersects the center line of Oak Street in said Village; thence Southeasterly along the center line of Oak Street as shown on the plat of Snell's Addition to the point where the same intersects the Northwesterly line extended of Lot 113, Auditor's Subdivision No. 135, Hennepin County, Minnesota; thence to the Southwesterly end of said Northwesterly line of Lot 113; thence Northeasterly along the Northwest line of said Lot 113 to the most Northerly corner of said Lot 113; thence Southeasterly along the Northeasterly line of said Lot 113 to the shore line of the meandered lake forming the Northerly boundary of said Lot 113; thence Easterly and Southerly along the shore of said lake to the point where said shore intersects the Northerly line of said Highway No. 12; thence Southerly, at an angle of ninety degrees, to the center line of said State Highway No. 12; thence Westerly along the center line of said State Highway No. 12 to the place of beginning.

Except that part embraced within the following described parcel:

Commencing at the northeast corner of Lot 1, Block 1, Seiferts Addition, Hennepin County, Minnesota, according to the recorded plat thereof; thence North 80 degrees, 26 minutes, 53 seconds West on an assumed bearing along the north lin of said Lot 1 a distance of 15.71 feet; thence continuing westerly on said north line 349.24 feet on a tangential curve concave to the south having a radius of 477.46 feet and a central angle of 41 degrees, 54 minutes, 32 seconds to the point of beginning; thence North 58 degrees, 52 seconds West 62.29 feet to the easterly right-of-way line of Water Street as shown on the plat of said Seiferts Addition; thence southerly along said easterly right-of-way line of Water Street to its intersection with said north line of Lot 1; thence northeasterly along said north line of Lot 1 to the point of beginning.

APPROVED EXHIBIT A

PROPERTY DESCRIPTION NOTE:

1. Property Description A (abstract portion) is from Condition of Title Project No. 802856 Dated 11/1/2020. Property Description B (torrens Portion) is from Condition of Title Project No. 802856 Dated 10/23/2020. Descriptions A and B may contain more property than just Parcel 8.

Sheet 1 of 4

DRAFTED BY	DATE
MPV/RPW	3/15/2021

Project: *Excelsior Interceptor 7017-2*
Council Project Number 802856

Parcel: *Part of Auditor's*
Sub No. 135

County: *Hennepin*

Owner: *School District No. 276*

Address: 495 Oak Street,
Excelsior MN 55331

PID: 3411723140032



Parcel 8 Temporary Easement Descriptions:

A temporary easement for construction purposes over, under, and across Government Lot 4, Section 34, Township 117, Range 23, Hennepin County, Minnesota described as follows:

A strip of land 40.00 feet wide, lying 20.00 feet on each side of the following described Line A:

LINE A

Commencing at the most westerly corner of Lot 190 Auditor's Subdivision No. 135, Hennepin County Minnesota; thence southeasterly along the southwesterly line of said Lot 190 a distance of 291.1 feet; thence deflect to the left 30 degrees 26 minutes 41 seconds for a distance of 96.80 feet to the point of beginning for Line A to be described; thence deflect to the right 26 degrees 35 minutes 9 seconds a distance of 90.00 feet and said Line A there terminating.

ALSO

A temporary easement for construction purposes over, under, and across Government Lot 4, Section 34, Township 117, Range 23, Hennepin County, Minnesota described as follows:

A strip of land 20.00 feet wide, lying 10.00 feet on each side of the following described Line B:

LINE B

Commencing at the most westerly corner of Lot 190 Auditor's Subdivision No. 135, Hennepin County Minnesota; thence southeasterly along the southwesterly line of said Lot 190 a distance of 291.1 feet; thence deflecting to the right 41 degrees 45 minutes 16 seconds a distance of 558.98 feet to the point of beginning of said Line B; thence deflecting to the left 107 degrees 28 minutes 18 seconds a distance of 40.00 feet and said Line B there terminating.

Said easements containing 4,400 square feet, more or less.

Sheet 2 of 4

APPROVED EXHIBIT B

DRAFTED BY	DATE
MPV/RPW	3/15/2021

Project: Excelsior Interceptor 7017-2
Council Project Number 802856

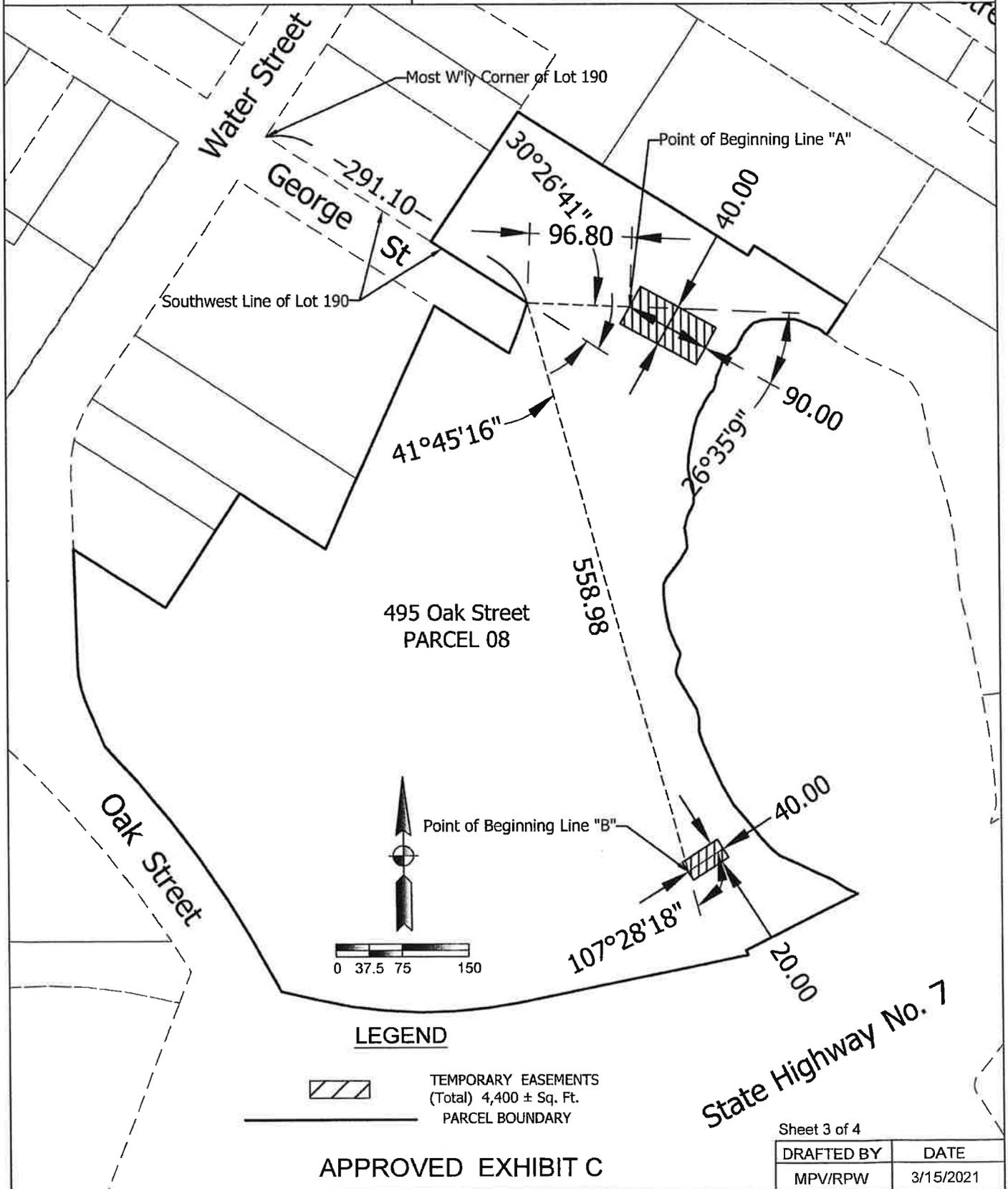
Parcel: Part of Auditor's
Sub No. 135

County: Hennepin

Owner: School District No. 276

Address: 495 Oak Street,
Excelsior MN 55331

PID: 3411723140032



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

Board Agenda Item XV. k

Title: FY2023 Transportation Reimbursement
To Qualified Non-Public Schools

Date: June 1, 2023

EXECUTIVE SUMMARY:

Students who attend non-public schools who are not serviced by district transportation are, according to Minnesota state law, due reimbursement for transportation costs equivalent to those afforded public school students. Parents of qualified students may apply for reimbursement through their non-public school office. The non-public school may, in turn, apply for reimbursement from the public school district in which the student(s) reside. The rate of reimbursement is the equivalent of the per pupil amount that the District receives for transportation from the Minnesota Department of Education.

For FY2023, a total of 417 families with one or more students attending non-public school have applied for reimbursement totaling \$83,400.00 at a rate of \$200 per student.

ATTACHMENTS:

List of qualified non-public schools for FY2023 reimbursement

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve the FY2023 non-public school transportation reimbursement.

RECOMMENDED MOTION

BE IT RESOLVED, that the School Board of Minnetonka Independent School District 276 does hereby approve FY2023 non-public school transportation reimbursements totaling \$83,400.00.

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

Concurrence: David Law
David Law, Superintendent

2022-2023 Non Public Reimbursement

Qualified Non-Public School	Average Cost Per Student/Family	Number of Students/Families	Total Reimbursement
Academy of Holy Angels	\$ 200.00	1	\$ 200.00
Agape Christi Academy	\$ 200.00	4	\$ 800.00
Avail Academy	\$ 200.00	3	\$ 600.00
Benilde-St. Margaret	\$ 200.00	43	\$ 8,600.00
Blake Schools	\$ 200.00	62	\$ 12,400.00
Breakaway Academy	\$ 200.00	30	\$ 6,000.00
Breck School	\$ 200.00	28	\$ 5,600.00
Chapel Hill	\$ 200.00	52	\$ 10,400.00
Chesterton Academy	\$ 200.00	2	\$ 400.00
Christian Heritage	\$ 200.00	0	\$ -
DeLaSalle	\$ 200.00	1	\$ 200.00
Fourth Baptist Christian School	\$ 200.00	3	\$ 600.00
Franklin Academy	\$ 200.00	4	\$ 800.00
Good Shepherd Catholic School	\$ 200.00	0	\$ -
Groves Academy	\$ 200.00	16	\$ 3,200.00
Hand In Hand	\$ 200.00	1	\$ 200.00
Heritage Christian Academy	\$ 200.00	3	\$ 600.00
Holy Family Academy	\$ 200.00	1	\$ 200.00
Holy Family Catholic HS	\$ 200.00	63	\$ 12,600.00
Hope Academy	\$ 200.00	1	\$ 200.00
International School of MN	\$ 200.00	1	\$ 200.00
Marantha	\$ 200.00	1	\$ 200.00
Mayer-Lutheran High School	\$ 200.00	2	\$ 400.00
Minneapolis Jewish Day School	\$ 200.00	1	\$ 200.00
Minnetonka Christian Academy	\$ 200.00	0	\$ -
Minnetonka Montessori	\$ 200.00	0	\$ -
Nortre Dame Academy	\$ 200.00	8	\$ 1,600.00
Our Lady of Grace School	\$ 200.00	2	\$ 400.00
Our Lady of the Lake	\$ 200.00	1	\$ 200.00
Our Saviors Lutheran	\$ 200.00	0	\$ -
Providence Academy	\$ 200.00	20	\$ 4,000.00
Redeemer Lutheran	\$ 200.00	2	\$ 400.00
River Tree School	\$ 200.00	1	\$ 200.00
Shattuck- St Mary's	\$ 200.00	0	\$ -
Southwest Christian Academy	\$ 200.00	44	\$ 8,800.00
St Bartholomew School	\$ 200.00	5	\$ 1,000.00
St John the Baptist	\$ 200.00	4	\$ 800.00
St Johns Lutheran	\$ 200.00	7	\$ 1,400.00
St Joseph School Waconia	\$ 200.00	0	\$ -
St Therese School	\$ 200.00	0	\$ -
St Thomas Academy	\$ 200.00	2	\$ 400.00
St. Hubert School	\$ 200.00	20	\$ 4,000.00
Totino Grace	\$ 200.00	1	\$ 200.00
Trinity Lutheran- Waconia	\$ 200.00	2	\$ 400.00
United Academy	\$ 200.00	0	\$ -
West Lutheran	\$ 200.00	2	\$ 400.00
TOTAL		417	\$ 83,400.00

03-005-760-000-720-361

Revised 05/22/23

CONSENT

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

Board Agenda Item XV. L

**Title: Approval of 2023-24 Resolution for Membership
in the Minnesota State High School League**

Date: June 1, 2023

OVERVIEW:

Minnesota Statutes 1993, Section 128C.01 requires individual school boards each year to authorize membership in the Minnesota State High School League. The Resolution affirms:

- That the School Board for each school delegate the control, supervision and regulation of League-sponsored athletic and fine arts activities to the Minnesota State High School League; and
- That the School Board adopts the Constitution, Bylaws and Rules and Regulations of the League; and
- That the administration of and the responsibility for supervising the activities are assigned to the official school representative.

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board adopt the attached Resolution for Membership in the Minnesota State High School League for the 2023-24 school year.

Submitted by: _____



David Law, Superintendent



**2023-2024 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Minnetonka High School (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives

At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee

Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Minnetonka High School

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

Mark Ambrosen

(Designated School Board Member – please print)

Ted Schultz

(Designated School Representative – please print)

mark.ambrosen@minnetonkaschools.org

Email Address

ted.schultz@minnetonkaschools.org

Email Address

208.02 ACTIVITY REPRESENTATIVES

Paul Twenge

(Boys Sports – please print)

Sara Martinson

(Girls Sports – please print)

Lisa Lewis

(Speech – please print)

Kevin Kleindl

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

Mark Ambrosen

(Board Member—please print)

Ava Wixo

(Student—please print)

Rob Stefanowicz

(Parent—please print)

Josh Stephan

(Faculty Member—please print)

Ted Schultz

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: Katie Becker

(Clerk/Secretary - Local Governing Board)

Print Name: David Law

(Superintendent or Head of School)

Signed: **Signature required**

(Clerk/Secretary - Local Governing Board)
electronically through DocuSign
Date: _____

Signed: **Signature required**

(Superintendent or Head of School)
electronically through DocuSign
Date: _____

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

Board Agenda Item XV. m

Title: 2022-23 Q-Comp Report

Date: June 1, 2023

EXECUTIVE SUMMARY

Minnesota Statute requires that districts participating in the Alternative Teacher Professional Pay System, commonly referred to as Q-Comp, assess their programs annually through a formal review process. Districts design a review process to gather feedback from stakeholders on the various elements of the program. The 2016 Minnesota Legislature made changes to requirements for Q-Comp reporting. Participating districts are still required to conduct an annual review on the implementation and effectiveness of their local programs and must report this to their school boards by June 15. Any recommendations for plan changes must be communicated to the MDE by August 30. The results of this review follow.

CONTEXT/BACKGROUND

The Q-Comp program was designed for four main purposes:

- to recruit and retain highly qualified teachers;
- to encourage highly qualified teachers to undertake challenging assignments;
- to support teachers' roles in improving students' educational achievement; and
- to provide incentives to encourage teachers to improve their knowledge and instructional skills in order to improve student learning.

With those purposes in mind, four corresponding core components were developed: career advancement options, job-embedded professional development, teacher evaluation, and performance pay and alternative salary schedule. These four components are evaluated annually through the Q-Comp Review process.

Q-COMP REVIEW

As required by Minnesota Statute and in conjunction with the Alternative Pay Oversight Committee (APOC), Director of Teacher Development Sara White and her instructional coaches conducted the annual Q-Comp Review. This review consisted of three surveys and the analysis of those surveys.

The first survey was designed to gather feedback from teachers on continuing contracts

about their work with instructional coaches and on Minnetonka's Growth and Evaluation Model (M-GEM). The results from this survey provided insights on the observation process, experiences with their coaches, and descriptions of how conversations and support influenced their professional roles and teaching experiences. They also shared insights regarding the impact their work with coaches had on student achievement. This feedback was shared with coaches with names removed from the comments. At the final one-on-one meeting between coaches and Ms. White, she will share their individual feedback with them.

PLCs provided feedback in two forms: a year-end survey and a mid- and end-of-year goal analysis and reflection. The purpose of the survey was to collect data on the structures of PLCs and the impacts of PLCs on teacher practice and student learning. Administrators reviewed and provided feedback on the first reflection in January through each PLC's Google spreadsheet and meeting record. APOC provided feedback to each PLC at the end of quarter three through their one-stop-shops. This was a change in practice from previous years when APOC provided feedback at the end of the year. In the spring of 2022, PLC teams expressed their desire for feedback earlier in the year so that they could reflect on it and make adjustments.

Finally, instructional coaches also provided feedback to APOC and Ms. White through an anonymous survey. Instructional coaches reflected on the impact of their coaching on teacher instruction and student achievement. They also shared insights on the successes and challenges of working 1:1 with teachers.

For the purposes of the review, the four components of Q-Comp are treated as discrete components. In reality, the components are all interrelated and overlap in several dimensions. The results of the review and recommendations for future opportunities within the program follow.

Component One: Teacher Leaders

In Minnetonka, we refer to our teacher leaders as Teacher Instructional Coaches (TICs). TICs have responsibilities of coaching, observing, providing professional development, and managing professional learning communities. All of these responsibilities are designed to impact classroom instruction and impact student achievement. They receive training to fulfill these responsibilities and are evaluated on their performance. In addition to their formal responsibilities in Q-Comp, many TICs participate in the leadership teams at the sites where they coach and lead professional learning for their colleagues. The success of Minnetonka's Q-Comp program is due to the commitment of these teacher leaders to their colleagues so that they are their best selves in service to their students and families.

In the TIC survey, teachers cited both general and specific examples of ways that the conversations with their coaches influenced their professional role or teaching practice. Overall, survey results reflected a positive influence of working with a Teacher

Instructional Coach (TIC) on an individual's professional growth and teaching practice. The TICs helped emphasize the importance of the teaching process and helped teachers and specialists who taught from birth to preschool, K-12 and 21+ transition recognize their unique role and responsibilities. Through active listening and insightful questioning, TICs supported decision-making and provided a fresh perspective for their teaching clients through a reflective process and data analysis, leading to improved teaching strategies and student growth.

Themes emerged from the data analysis. The vast majority of respondents were appreciative for the thoughtful ways in which instructional coaches collected data, actively listened to them, and created conditions for reflecting on practice for growth. The most common themes are noted in Figure 1.

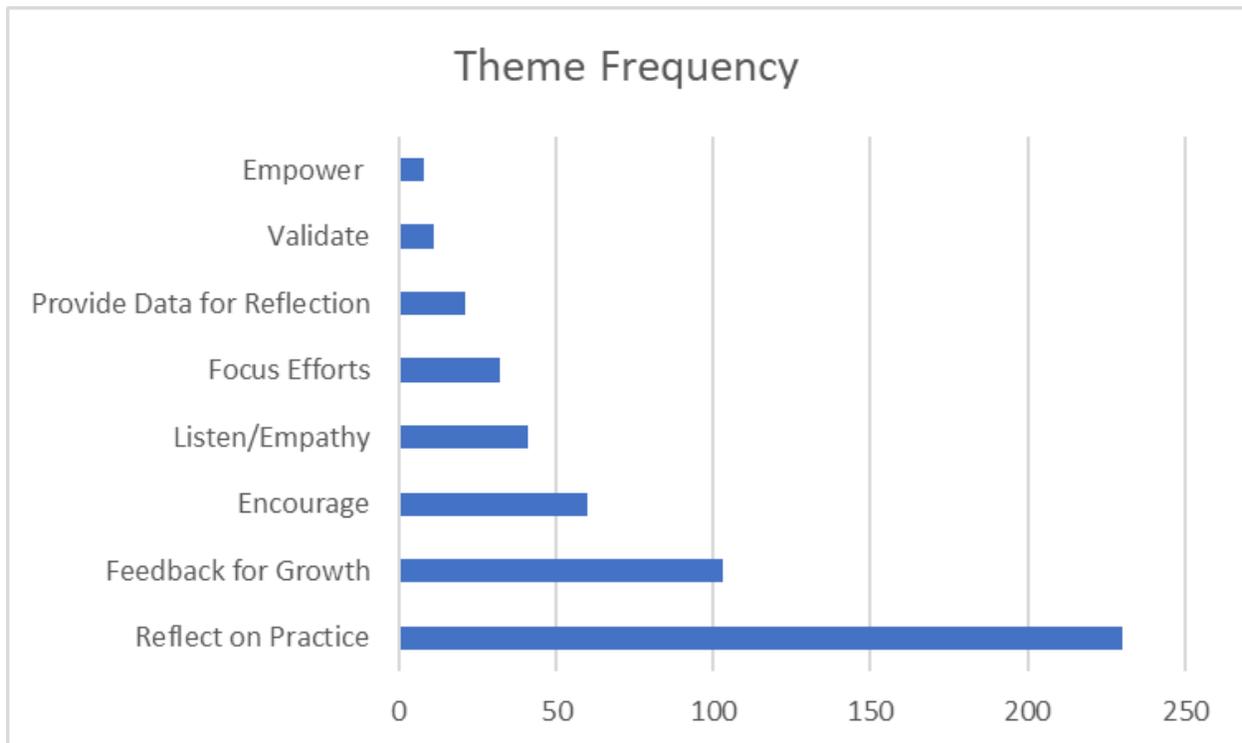


Figure 1: Theme Responses to Question: In what ways did your work with your teacher instructional coach and the supports you may have received from them influence your professional role or teaching practice?

The TICs reflective conversations proved valuable in helping teachers reflect on challenging situations and instilled empowerment and direction for teachers to grow. The use of videos and pictures showcased student success and allowed for the identification of strengths and areas for improvement. The coaches' conversations fostered self-reflection, refined practices, and stimulated personal and professional growth as said by one teacher: "The conversations with my TIC helped me to reflect deeply on my practice and continue to leverage my strengths while addressing shortcomings and seeking new ways to grow."

Observing other teachers provided additional insights and strategies based on the teachers' selected core competencies from the M-GEM (Minnetonka Growth and Evaluation Model) process. The TICs acknowledged the individual teacher's role, provided support, and helped facilitate reflective feedback that boosted confidence and promoted professional growth. The TICs also enhanced the quality of student feedback and encouraged reflective teaching on the observation evidence that was collected. Teacher comments included that collaboration with the TIC encouraged deep reflection, leveraging strengths, addressing weaknesses, and seeking new avenues for growth.

One staff member noted, "My coach helped me to process areas of strength and weakness in my daily curriculum, and encouraged me to think of how I could make more room for practices that I was seeing worked well with my students." The TICs used the reflective process to have discussions about effective teaching techniques such as analyzing math centers for improved efficiency. Thought-provoking questions challenged the individual teacher's thinking and led to meaningful discussions. Overall, the coaching experience was seen as insightful and helpful, leading to both personal and professional development, ultimately providing a positive learning experience for students.

Twelve teachers participated in a pilot program in which they were able to observe a colleague's class with their instructional coach in place of a traditional observation. As one teacher shared, "This program fosters a culture of collaboration and professional growth by encouraging teachers to share their experiences and learn from one another" while another noted that, "The collegial observation facilitated conversations that I might not have otherwise had with a colleague." A third participant shared, "...that was very helpful. [They] learned multiple ways to have students check in with themselves and involve more social emotional skills."

The collegial observations were deemed a success by both teachers and instructional coaches. One teacher pointed to a specific impact this work had on their work: "Specifically, I wanted to observe an activity that could be used to get students more involved and excited about the learning process. Additionally, I was interested in seeing how the teacher built a positive and supportive community within the classroom. I hoped to learn about strategies and techniques that could be used to foster a sense of belonging and collaboration among my own students."

Cognitive Coaching Training had the greatest impact on instructional coaches this year and was the “cornerstone of [their] impact” with clients, particularly on improving listening skills, paraphrasing, and planning and reflection meetings. One coach noted that they “learned fundamental concepts, tools, strategies, sentence starters, and planning/reflection maps” and “used them at each meeting with [their] clients.” TICs also found value in the Gradual Release of Responsibility and Grading from the Inside Out workshops and online courses as well as the weekly Marshall Memo scholarly articles, all of which helped to deepen their understanding of grading, pedagogical practices, and promoting positive comments. In addition, TICs engaged in training on creating impactful presentations from Sara White which helped coaches deliver more effective professional development sessions for teachers as well as coaches from across the metro. Instructional coaches valued the Metro Coaching Summit. One coach reflected, “I loved the coaching summit! I learned so much about how to collect data during an observation and have been finding it to be very impactful with teachers.” The team plans to continue to “be more intentional about [data collection] in the upcoming school year” as a result of the knowledge, strategies, and tools gained from the summit.

The teacher instructional coaches received learning walk training from Dr. Dave Peterson that focused on painting the picture, magic moments, what’s the story, and one-legged conversations. Coaches valued this training because it allowed them “to have guided practice as a team” which afforded them confidence and effectiveness when conducting learning walks with teachers this year. Coaches knew what to look for, how to gather evidence, and how to formulate questions based on the evidence they noted.

TICs not only valued these formal workshops but also both the formal and informal discussions with previous and senior coaches. The experience of veteran coaches helped inform how coaches handled specific scenarios, gave coaches a foundation of questions that allow for cognitive growth, and provided specific strategies to implement. TICs also collaborated with district technology coaches where they benefited most from learning about tips, tools, and strategies that ultimately would be shared with clients.

At their regular meetings, instructional coaches benefited from collaborative learning in two forms: scenario practice and article studies. One coach mentioned their “favorite training [was] when Sara gave [them] specific coaching on a situation/scenario.” TICs valued the learning and ongoing coaching they received which ultimately helped them to preserve the coach/client relationship and best meet the needs of their clients while keeping student learning a priority.

In addition to their own professional learning and growth, TICs led learning for Minnetonka teachers as well as instructional coaches from around the metro. TICs facilitated formal and informal learning during staff meetings, before and after school, at the Teaching and Learning Academy in August, and during the early release and late starts. They capitalized on their expertise and areas of interest. Examples of the workshops they provided include:

- **'A Little Spot of Feelings and Emotions'- SEL Curriculum for Primary and**

Elementary Students: Come learn about Diane Albers curriculum of using colorful spots to help kids learn about different feelings and emotions. Through stories and activities, this curriculum introduces breathing strategies and techniques to help kids learn how to identify and how to self-regulate their feelings and emotions so that they can be successful learners in and out of the classroom.

- **Academic Language:** Learn what is meant by Academic Language, why its important for your students' success in school and overall sense of belonging, and how you can design instruction that builds language development into any content area.
- **Actions, Strategies & Activities that Express Care:** Conversation & idea sharing around: How do we help students feel like they matter? How do we demonstrate we enjoy being with them? This will be a discussion-based session. Come prepared to share your own ideas with a cross-departmental group so that we can all learn from each other and continue reflecting on this area of Developmental Relationships.
- **Atlas of the Heart - Resilience:** Have you ever had too much on your plate? Come to this session and take a deeper dive into Brene Brown's Atlas of 87 emotions and experiences that define what it's like to be human.
- **Calm Classroom Training:** The Calm Classroom Basic Training is the foundational step in preparing teachers to integrate mindfulness in the classroom. Teachers will learn how to introduce and sustain the Calm Classroom program by integrating mindfulness-based brain breaks into their classrooms, and explore how mindfulness can increase mental and emotional well-being and offset the negative effects of chronic stress and trauma.
- **Demystifying Tier 1:** In this course, we will look at what Tier 1 is and how it applies to our daily instructional decisions and interventions. Learning goals for this session include: I can describe/define what a Tier 1 intervention is. I can draw from a variety of Tier 1 interventions to use in my classroom. I can determine when a Tier 1 intervention is working.
- **Engaging Students in Reading Non-Fiction Texts:** Wondering what you can do to make sure your students can read and understand your courses texts? Take this course to learn about and practice effective, research-based instructional activities with text that have a real impact on student learning. Collaboration, communication, and critical thinking will be front and center.
- **Giving Effective Feedback to Students:** In this session we will discuss, model, and practice strategies for giving student feedback that propels next steps in learning. We will utilize the “microscope, camera, and telescope” lenses to reflect on feedback and walk away with ideas to put in place immediately. Time permitting, we will also discuss getting student feedback that provides actionable data for instructional decision making.
- **Increase Student Engagement using Pear Deck with Google Slides:** In this course you will learn to use Pear Deck with Google Slides to transform lessons. Imagine if you could engage every student in your class, every day. Instantly see whos confused and whos ready for more. Easily create a variety of interactive questions to power up Google Slides presentations.

- **SEL in Everyday Instruction:** In this interactive workshop, you will learn about five important components of Social and Emotional Learning, alongside concrete strategies that you can incorporate into your everyday instruction. We will draw from cutting-edge research and teaching pedagogy, paired with interactive sharing and discussion about real-life examples of this work across within elementary grade levels.
- **Understanding Bias:** In this introduction to bias and unconscious bias, we will discuss some basic information about bias and its consequences for our work with students and other adults. Attendees will learn to recognize that we all have bias, that bias influences interactions and decisions, and will be able to reflect on personal biases. Criteria for success include: Feeling slightly uncomfortable at some point, thinking of something differently than we have before, recognizing personal biases toward someone, something, or some situation.

At the January 20, 2023 Metro Q-Comp Summit, coaches offered these seminars:

- **Coaching Conversations with Immersion Teachers:** Join us for a roundtable discussion on topics and challenges that are unique to coaching immersion teachers.
- **Using Notability to Capture the Magic Moments:** Learn how to take observation notes in the moment with an iPad and Notability, so that your teachers have their feedback within 24 hours or less. Walk away with ideas for data collection that go beyond a traditional script.

Coaches are evaluated formatively by their colleagues as part of the Q-Comp program and summatively by Director of Teacher Development Sara White. One coach commented, “I am evaluated in my work during my summative year with my director. And while these experiences are technically evaluative, I have always felt supported and ‘pushed’ to grow in my role, which has a direct impact on the growth and learning of my clients.” Ms. White also informally provides feedback to each coach not on their summative year. TIC observations of each other build their capacity as coaches as well as lead to greater inter-rater reliability. The formal feedback from Ms. White provides the opportunity to refine coaching skills. In the final one-on-one meeting of the year, Ms. White shares their individual survey results.

In reflecting on their effectiveness, one teacher instructional coach shared, “As a TIC in multiple buildings I feel there is always the “soft” evaluation that occurs as you go about your role and work, in the sense that we are rather visible in our roles and what we do or say reflects on the TIC role and the TIC team collectively. This includes, to some extent, our work with building leadership and committees as well.”

In addition to feedback from Ms. White, instructional coaches observe and provide feedback to one another. One coach wrote, “I set up goals, meet with my TIC to have conversations, and am observed by my TIC. I evaluate data, write my plans and reflections, and receive the final reports from my TIC. In terms of impact: I get to observe my TIC colleagues’ work, take time to reflect on my own work, and get feedback in areas

that I could continue to improve.”

Teachers appreciated the effectiveness of their coaches. The results of the TIC survey were overwhelmingly positive. Again this year, 100% of the 452 respondents, agreed or strongly agreed with three statements:

- I have developed a positive relationship with my coach.
- My coach was a careful, interactive listener.
- My coach asked thoughtful questions.
- My coach was observant and used accurate evidence during the post-observation.
- The observation summary was an accurate reflection of the feedback I requested.

The remaining statements had combined agreed or strongly agreed responses well above 98% (Figure 4). The greatest opportunity for improvement is in connecting teachers’ work with building and district priorities and technologies as only 79% strongly agreed with that statement.

Continuing on the pilot from last year, four out of the nine coaches scheduled themselves to be in buildings for extended periods of time as opposed to being present at each building on a weekly basis. Based on feedback from the previous years, coaches who scheduled themselves in buildings for extensive periods of time maintained flexibility by meeting with staff via Google Meet when unable to be in the building in person and made exceptions to their schedules to meet specific needs. They also added visuals to their email signatures to make their schedules clear for licensed staff. One TIC explained that this helped her be more present at each site and focus on better time management while getting to know her colleagues.

A concern about this schedule was brought up by an administrator about the presence of at least one TIC in each building each week, so the TICs agreed to coordinate their schedules to ensure that at least one TIC is in each building at least once a week whenever possible.

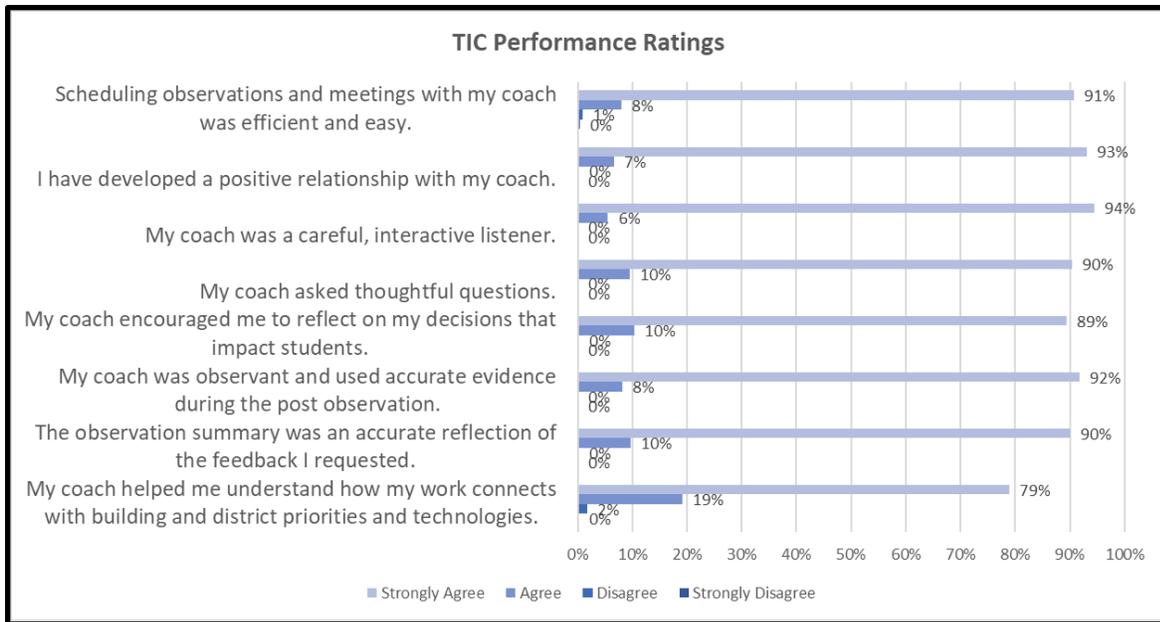


Figure 4: TIC Job Performance Ratings on a Percentage Scale

Component Two: Job-embedded Professional Development

Four priorities were identified for PLCs in the 2022-2023 school year: Establishing collaborative norms, Identifying essential learnings, using common formative assessments, and setting SMART goals based on student learning. At the PLC kickoff in the fall, Sara White emphasized these elements, in addition to reviewing the steps in the PLC process, and highlighting the differences between professional groups and professional teams.

Regarding the first priority, establishing collaborative norms, PLC groups were urged to move beyond social behaviors such as *arrive to meetings on time*, and instead focus on norms that support the kinds of behaviors that will lead to growth, such as *keep a clear focus on student learning*. Before deciding on group norms, PLC members were encouraged to reflect on their experiences with collegial groups in the past, both positive and negative, and identify some commitments that would be likely to promote the positive aspects of successful professional groups. On the PLC survey, teams identified that, on a scale of 1-100, establishing collaborative norms improved their effectiveness at an average of 76.

The second priority for this year was to identify 3-5 essential learnings for students for each semester, which would become the focus of PLC work. A key question to help in identifying what learnings are essential to students would be a question that a parent may ask: “What will my child learn in your class this semester?” Another way to identify these essential learnings is through the lens of four qualities:

- Endurance - An essential learning has endurance if it is important over time. These learnings may spiral over several units or even years.

- Readiness - Readiness is the quality of an essential learning in that it is required for the next level of learning
- Leverage - Essential learnings that cross over to other contents and to life beyond school are considered high leverage.
- Assessments - Learning that is represented on high stakes assessments.

The more categories a learning falls into, the more essential it becomes. The essential learnings are a subset of the curriculum and serve as the focus of PLCs. By identifying essential learnings at the start of each semester, PLC work becomes streamlined.

PLC groups were encouraged to set multiple, short-term goals each semester instead of a year-long goal. Along the way to meeting these instructional goals, the use of brief common formative assessments, the third priority, was an emphasis in PLC work this year. Frequently checking for evidence of student learning in this way was to serve as a basis for collective inquiry into instructional practice. As one team stated, “Talking about summative and formative assessments prior to teaching helped ensure we were on the same page and focused on the important content.” The majority of PLCs, nearly 62%, indicated that they set multiple short-term goals. Most goals were content-specific goals, and there were many teams that wrote short-term goals about social-emotional learning and student behaviors. While these are not academic goals, they do create the conditions for learning. The most frequent response in the “Other” response was one semester-long goal each semester.

Table 1: PLC Goals

Which statements best describe your goal setting this year? Check all that apply.	
Answer Choices	Response Percent
We wrote one long-term goal this year.	18.97%
We wrote one long-term goal and a few short-term goals to measure progress towards the long-term goal.	13.85%
We wrote multiple short-term goals.	61.54%
We wrote content-specific goals.	54.87%
We wrote general academic goals.	20.00%
We wrote goals about social-emotional learning.	21.03%
We wrote goals about student behaviors.	14.87%
Other (please specify)	10.77%

In the PLC survey, teams were asked to reflect on their use of common assessments and their discussions within their PLC meetings. Common assessments are the foundation

for SMART goals. In Minnetonka, SMART stands for Specific, Measurable, Ambitious, Relevant, and Time-bound. SMART goals can be written to address the various needs of students as noted in the table below. Nearly 50% of teams reported that at virtually every PLC meeting they discussed ways to assess students using a variety of assessments, products, or performance tasks.

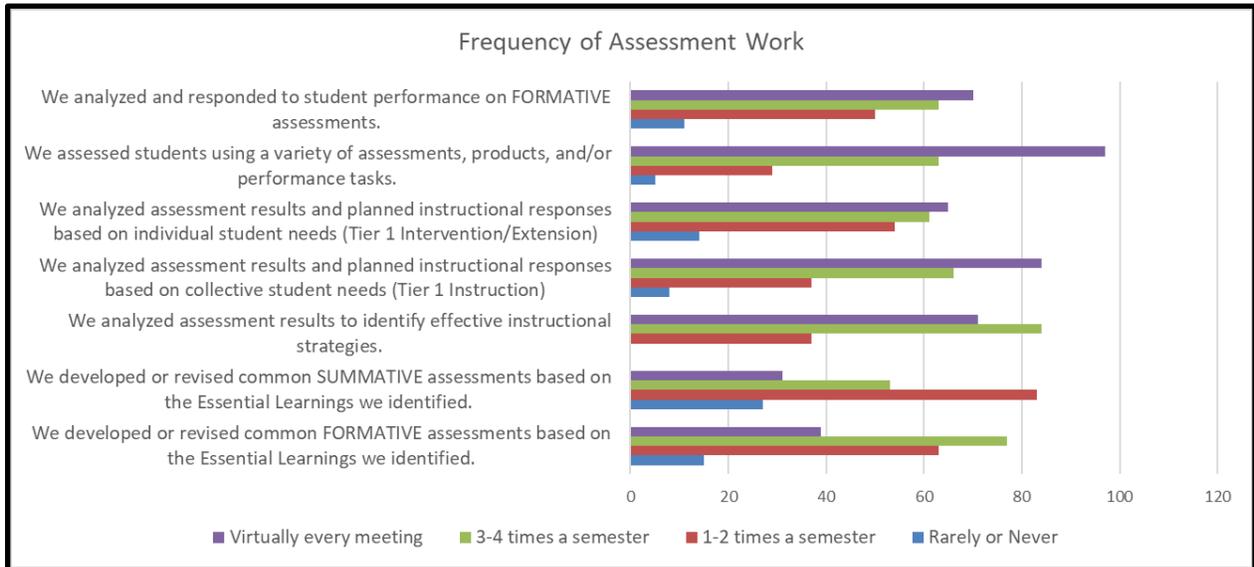


Figure 5: Use of Common Assessments during PLC Meetings

The fourth priority, SMART goals focused on student learning, was an emphasis all year in an attempt to make sure PLC time and efforts were directed at what students were doing and learning. In an effort to support this focus, sample goal templates were placed in PLC logs that groups could use as the basis for their own goals. TICs supported PLC teams throughout the year in setting their SMART goals. As one group reflected, “[Coach] helped my PLC team by providing some feedback and an example of a goal so we could format our SMART goals more effectively.”

PLC teams identified strategies that led to students meeting goals or making progress towards them. Teachers emphasized collaboration and sharing of ideas, strategies, resources, and best practices among themselves and with students. They found that sharing ideas and strategies, as well as collaborating with a common purpose, helped both teachers and students make progress towards their goals. Teachers used various forms of data, such as pretests, post-tests, formative assessments, and observations, to track student progress and identify areas of improvement. They analyzed the data to inform their instruction and modify their teaching methods accordingly. PLC teams focused on student goal setting and self-reflection as a means to enhance student understanding and mastery of the curriculum. They implemented goal-setting activities, encouraged self-reflection, and used feedback frameworks to guide students in giving and receiving feedback. Finally, they recognized the importance of accommodating individual student needs and providing targeted interventions and accommodations. They

differentiated instruction, used various delivery models, and incorporated individualized education plans and specific accommodations for students with diverse learning needs.

Teachers and staff responded on their Professional Learning Community (PLC) survey that their collaborative work impacted both classroom instruction and student achievement. On a scale of 1-100, PLC teams indicated that their collaboration improved both classroom instruction and student learning at an 86. One group highlighted, “Our PLC has been one of the best we've had in years and that we are so appreciative of getting to do this work together. We felt more impactful with students, felt more focused and direct in classroom instruction, and overall more efficient as a team.” Another team commented, “Our discussions helped us to identify learning needs of our students with an emphasis on collaboration in a systematic process. We worked together to analyze, impact and improve our class and collective academic results as a grade. Our discussions were important to help us determine common areas of teaching emphasis to help students’ continuous improvement that required a shared vision. As seen through the lenses of SMART Goals results, our discussion and the collaboration they generated helped improve student achievement and collective teacher self-efficacy simultaneously.”

Core Component Three: Teacher Evaluation

Teacher instructional coaches observe and provide feedback to teachers using Minnetonka Core Competencies, developed as a part of M-GEM. After completing a self-assessment using the rubrics for the Core Competencies, each teacher selects two or three core competencies. In their summative years, the selection is mutual between the teacher and the administrator.

One of the key features of this model is its personalization. As evident in Table 2 and Table 3, this personalization allowed teachers to identify the core competencies that would best support their students. *Core Competency 6: Designs and Provides Meaningful and Engaging Instruction* was the most frequently selected core competency again this year, followed closely by *CC1: Develops Social Emotional Competencies* and *CC5: Designs Instruction Based on Student Data*. It is important to note that each core competency was selected by at least 13% of teachers and specialists, indicating that teachers have diverse needs.

Teachers were intentional about choosing competencies that were relevant to them and their students. One teacher responded, “Being more mindful of my core competencies has helped me focus on groups of students and areas in which I can continue to grow in a way that I would probably not have done if I hadn’t had this framework.” Another noted, “The feedback I received from my Coach was so valuable and helpful...because she has a keen eye to recognize how I intentionally focus on the chosen competency areas in my practice. Her feedback affirmed that the instructional approaches and assessment tools I applied are effective to students’ learning.” Teachers found value in their work with TICs around their chosen core competencies, as another teacher shared, “It influenced my students’ learning and achievement because she provided productive conversations and

ideas to consider in instructional planning and in my core competencies.”

Each teacher looks at the Core Competency through their own unique lens. The same core competency may look very different for a kindergarten teacher than an IB world language teacher as well as a veteran teacher versus a novice teacher. Because of those nuances, teachers identify their own success indicators. At the start of the year, TICs dedicated many hours to one-on-one conversations supporting teachers in developing them.

The observation and coaching process led teachers to reflect upon their practice and pedagogy. Through the development of a trusting collegial relationship, coaches were able to offer feedback and data that helped teachers reflect on their instruction. In the M-GEM model, coaches were able to truly individualize their support and prepare reflective questions that aligned both with teachers’ selected Core Competencies and success indicators. One staff member shared that “Working with [their coach] helped [them] to look at things with a different perspective and try things [they] may not have thought of on my own. [The coach’s] perspective guided [their] professional growth.” Another client reflected on the fact that, “[Their coach] encouraged [them] to look at data in different ways, which has impacted [their] PLC work with colleagues and services for students. [Coach] also expanded [their] use of data to track student growth.” These reflective conversations and growth-focused observation cycles impacted instruction and student achievement.

Additionally, the M-GEM model allowed teachers to select the type of observation that seemed to be the best fit for their preference or the way they wanted their coach to collect data on their success indicators. . The number of individuals who have selected the scheduled full observation have stayed rather consistent between the 2021-2022 and the 2022-2023 school years. There was a slight decrease in clients who selected the three learning walks. One client shared, “I loved the 3 walk throughs because my coach was able to see me teaching a number of different subjects, catch up work etc. This helped me reflect on how my day is organized and focus on classroom management.”

Table 2: Core Competencies Selected by Teachers (Select Two or Three)

On which Core Competencies did you focus your learning for this year? Responses	
CC1: Develops social emotional competencies	178
CC2: Creates a safe & positive student-centered classroom atmosphere	153
CC3: Manages classroom routines & behavior	157
CC4: Minnetonka Guaranteed Viable Curriculum	84
CC5: Designs instruction based on student data	182
CC6: Develops and provides meaningful & engaging instruction	200
CC7: Uses meaningful assessment	100
CC8: Uses a variety of assessments to inform instruction	105
CC9: Provides feedback to students	160
CC10: Models critical & creative thinking, and fosters collaborative communication	105
CC11: Selects among multiple research-based instructional practices	76
CC12: Adapts instruction to promote student mastery	129

Table 3: Core Competencies Selected by Specialists (Select Two or Three)

On which Core Competencies did you focus your learning for this year? Responses	
CC1: Establishes and maintains a safe, equitable, and inclusive educational environment	17
CC2: Engages and motivates audience* in the educational environment	33
CC3: Develops and maintains clear expectations and norms	15
CC4: Uses current research, field-specific knowledge, standards, and laws in program preparation	28
CC5: Uses data from multiple sources to guide and modify planning, program development, and delivery of service	33
CC6: Delivers programs and services, using a range of field appropriate techniques	37
CC7: Uses meaningful assessment to guide program delivery	19
CC8: Uses a variety of assessments to inform program delivery	14
CC9: Provides clear, timely feedback to reinforce program goals	25
CC10: Models critical & creative thinking, and fosters collaborative communication	18
CC11: Selects among multiple research-based practices and technology tools	15
CC12: Adapts practices to promote audience* mastery	17

Table 6: Observation Processes

Observation Cycle and Process	Percent of Teachers Who Selected It
Cycle 1: Scheduled Full Observation	79.2
Cycle 1: Two Mini-lessons (one scheduled, one unscheduled)	6.2
Cycle 1: Three Learning Walks (all unscheduled)	13.8
Cycle 2: Scheduled Full Observation	76.2
Cycle 2: Two Mini-lessons (one scheduled, one unscheduled)	8.5
Cycle 2: Three Learning Walks (all unscheduled)	16.0

Collegial Observation Pilot

During the 2022-23 school year, twelve teachers participated in a pilot program in which they were able to observe a colleague’s class with their instructional coach in place of a traditional observation. These collegial observations were preceded by a planning meeting in which teachers planned for what they hoped to learn and followed up by a reflection meeting in which they considered how this experience would impact their practices. Teachers frequently cited wanting to learn more about how other teachers handle classroom management and student well-being. They also expressed just wanting new ideas and to freshen up their instruction.

At the conclusion of the pilot, teachers were asked to complete a brief survey. The overall reaction to the pilot was very positive, a sentiment echoed by participating instructional coaches. Almost all teachers found the collegial observations met their professional goals and would have an impact on their teaching. Teachers described a variety of ways in which the collegial observations supported their learning of their core competencies. These included seeing students in different or future settings and seeing how teachers demonstrated core competencies in different settings. Teachers also shared that they found this approach to coaching as a valuable way to enhance collaboration and communication between teachers. A common concern was making sure the peer observation aligned with the observing teachers’ core competencies. Teachers also pointed out that they would like increased flexibility for scheduling their peer observations, especially related to the number of people they could observe and the times/dates.

It is recommended that the collegial observation be made a regular option for teachers on continuing contract status during the second cycle of observations each year. Forms and questions should be adapted to reflect this coaching experience, and a plan for how to initiate these collegial observations should be formulated.

Core Component Four: Performance Pay and Alternative Salary Schedule

In Minnetonka, the three areas of performance pay are allocated in this manner:

Traditional Continuing Contract structure for compensation:

- 80% teacher practice
- 10% PLC
- 10% site goal

By contract, the minimum total compensation is \$2,000. Each year, APOC determines the compensation for teachers based on revenue and carry over from unmet goals from previous years. For 2022-23, the continuing contract structure was \$2025.

- 80% teacher practice (\$1620)
- 10% PLC (\$202.50)
- 10% site goal (\$202.50)

Compensation for PLCs is based on ongoing collaboration around student learning goals. Each PLC submitted their learning goals for feedback twice in 2022-23: once to building administration in January and again in April to APOC. Based on this feedback, all PLCs met the requirements for compensation. All teachers who participated in PLCs will be awarded \$202.50. Teachers who work less than 0.75 FTE have the option to fully participate in PLCs or to opt out and be ineligible for both PLC and site compensation. In 2022-23, 30 part-time teachers elected to not participate in PLC.

Probationary teachers are incentivized to continue their employment in Minnetonka through financial performance awards that increase each year they earn recommended employment (see Table 5). Of the 178 probationary teachers and specialists, 18 were not recommended for continuing employment and were therefore ineligible for the evaluation compensation.

Site Q-Comp goals were submitted to the MDE on October 4. In mid-December, an agent of the MDE contacted Director of Teacher Development Sara White for clarification on one of the goals. Results of site goals are not yet available.

Table 5: Probationary Teacher Compensation for 2022-23

Probationary Status	Evaluation	PLC + Site Goal Compensation*	Teacher Evaluation Compensation	Total Compensation
Year One	Recommended for continuing employment	\$202.50 + \$202.50	\$200	\$605
Year Two	Recommended for continuing employment	\$202.50 + \$202.50	\$300	\$705
Year Three & Previously Tenured	Recommended for continuing employment	\$202.50 + \$202.50	\$500	\$905
Long Term Reserves (over 90 days)	PLC participation is optional. If they participate, they are compensated on a quarterly basis.	\$202.50 + \$202.50/ # of quarters	\$0	Prorated
Year One, Two, Three or Previously Tenured	Not recommended for continuing employment	\$202.50 + \$202.50	\$0	\$405

*To earn site compensation, sites must meet their building Q-Comp goals.

General Program Impact and Recommendations

Impact on Instruction:

During the 2022-2023 school year, TICs continued to have a positive impact on

instructional strategies and curriculum decisions through deliberate reflection, thoughtful questioning, encouragement, positivity, and feedback. Teachers reported that working with their instructional coach helped them deeply reflect on their instructional practices, leading to increased self-awareness. One teacher shared, “There was much more reflection in my practice” and this teacher spent more time this year asking themselves, “Why am I adding this? How does this reach the high and low learners? Is this something I should use again next year?” as a result of working with their coach. Teachers engaged in critical self-inquiry, questioning the relevance and inclusivity of their teaching methods and considering future improvements. With support from TICs, staff felt that they could better meet their students’ needs. One staff member commented, “My work with my teacher instructional coach and the support I received from them had a significant impact on my professional role and teaching practice. Their guidance and encouragement helped me to become a more effective teacher by focusing on the needs and interests of my students...my coach encouraged me to give my students more control over their learning, which created a more engaging and dynamic classroom environment. I was able to release some authority to my students and empower them to take charge of their own learning.”

The Minnetonka Growth and Evaluation Model (M-GEM) offered staff the opportunity to be focused and intentional about their own growth as well as supporting students’ growth this year. Having choice in which core competencies to focus on helped them be responsive to what students showed they most needed. One teacher said, “My TIC encouraged me to dive deeper into understanding the why behind the core competencies I studied. I liked being able to honestly discuss what I will keep doing and what, perhaps, I will do differently next year.” Staff consistently said that their work with TICs encouraged them to continue to polish their craft as evidenced by this teacher who noted, “This ongoing feedback and reflection allowed me to continually refine my teaching practice and better meet the needs of my students.” By selecting their own competencies and success indicators, teachers could adapt instruction and support one another within their school community. More than ever, collective self-efficacy and staff autonomy were important elements to instructional decisions and professional growth as staff, PLCs, and TICs collaborated to support all students.

The work of PLCs continued to set collaborative norms and focus on student-centered goals. PLC teams identified essential learnings that provided direction and focus, helping teachers prioritize important aspects of instruction. This led to sharing ideas, strategies, resources, and best practices within PLCs. One team expressed, “We shared lesson ideas with each other which broadened our scope of learning activities. Because we did one long term goal, we were able to be flexible and try a host of new learning activities.” Teams were able to build collective self-efficacy through their work in PLCs. One team reflected that their learning team work “impacted [their] instruction and assessments by allowing [them] to create formative and meaningful activities that showed student growth over time. These essential learnings helped [them] tailor [their] instruction to be more meaningful and student-centered.” They found collaboration to be a vital part of their work this year.

Across the district, PLC teams used the four questions to guide their discussions and write SMART goals. In addition to norms and essential learnings, the logs included space to connect their work to the developmental relationships framework. Teams collaborated throughout the year to meet their SMART goals. One team reflected that “goals allowed [them] to create instructional groups based on the pretest data. Both the intervention and extension groups received direct instruction at their level using various resources including IXL question bank, Continental Math League questions, The Problem-Solver packets, and Seesaw activities. [They] also incorporated direction-following activities into our morning meeting activities and throughout the day to increase students’ attention to detail.” The intentional work of teams to ensure all students met their goals positively impacted classroom instruction and increased student learning.

Impact on Student Achievement:

Teachers and specialists reported that the MGEM (Minnetonka Growth and Evaluation Model) observations and the coaching process was invaluable to student success during the 2022/2023 school year. Teachers and specialists were able to focus efforts on specific core competencies which enabled them to strategically look at their instructional practices with their TIC and have reflective conversations that impacted student achievement. In the recent coach survey, licensed staff repeatedly commented on the impact that coaches had on their teaching and on their students. One teacher wrote, “Working with my TIC encouraged me to continuously grow as an educator to further the learning of each and every student I work with.”

Teachers reported that the support and guidance they received from an instructional coach helped them in many areas, including supporting diverse students, expanding their use of data, experimenting with different assessment types, and using feedback, all of which led to increased student achievement. As one teacher reflected, “Student engagement and achievement was positively influenced as I was supported in trying out new things ranging from SEL, formative feedback to new and untraditional summatives.” Another teacher stated, “Students were able to use feedback to master content, writing, etc. and to show improvement in other areas. Positive results showed on both formative and summative assignments.” By reflecting on their teaching practice with the coach, teachers were able to create a more effective and student-centered classroom that empowered students to take charge of their own learning. The coach's feedback enabled the teacher to provide lessons tailored to each student's needs, resulting in improved academic ability and overall performance and achievement. As one teacher stated, “my coach encouraged me to create self-learning environments that empowered my students to take charge of their own learning.”

Time spent in PLC groups this year proved to be valuable to teachers and students alike. Survey results indicated that the collegial conversations, time spent examining student data, identifying essential learning, the development of common assessments, and use of learning goals, among other factors, resulted in increased student learning and achievement. As one PLC group reported, “Having collegial conversations

regarding student progress and using common formative assessments helped our students make consistent progress.” Conversations during PLC meetings resulted in instructional practices that addressed specific individual student needs and fostered Developmental Relationships, provided intentional time for students to practice focal skills, turned power over to students, and connected academic learning to the real world, all of which positively impacted student learning. One team stated, “We used multiple delivery models for our instruction and assessment including differentiation and accommodating specific needs of students to meet the needs of a variety of learners.” In addition, another PLC reported, “Creating and explicitly communicating learning goals was another practice that was very effective in leading to student growth, as one group reported, “Creating attainable, realistic, specific, short-term goals helped lead to our students experiencing success with the goals.”

Continued Growth:

Moving forward into 2023-2024, TICs and Administrators will work more collaboratively to “tighten up” on the overall PLC process. To this end, it will be proposed that each PLC have a designated instructional coach and administrator. While all instructional coaches and all site administrators will be available to assist PLC teams, the designated coach and administrator will be the point people to provide support and feedback to guide PLCs in 1) establishing collaborative norms, 2) identifying essential learnings, 3) crafting common formative assessments, 4) writing SMART goals anchored around student learning, and 5) gathering and analyzing data to evaluate student growth and achievement. A substantial contingent of teachers and administrators will be attending the Professional Learning Community at Work Institute in Minneapolis this summer. It is anticipated that the collective learning of this team will influence future opportunities for PLCs.

TICs will continue to coach staff through the MGEM model which allows for autonomy of choice in setting professional learning goals, selection of observation methods, and identification of observational data to foster personal growth. This will include one-to-one coaching conversations with staff around chosen core competencies and requested observational data that shows growth in the self-selected areas.

Starting in the 2023-2024 school year, it will be recommended to APOC that the MGEM program will add the Collegial Observation piloted in 2022-23. The Collegial Observation option will represent a fourth choice for continuing contract staff for their observation cycle with their coach during the second cycle. In this model, TICs will help staff identify a set of guiding questions to focus their time and energy during a peer observation of a colleague’s classroom, followed by a short debriefing with the TIC.

Throughout their work in the M-GEM model staff will continue to have personalization and flexibility of choice so that the process is authentic and useful. Coaches will continue to improve the effectiveness of the program by encouraging and helping staff to delve deeper in their professional learning as they also provide intentionally structured support

and resources throughout the year (e.g. connecting early with newly tenured staff or teachers on summative cycle, coaching staff through the core competency selection process, etc). Throughout their work in the PLC program staff will continue to identify essential learnings and analyze student data for teaching effectiveness and impact on learning and achievement. Coaches will continue to provide feedback, connect teachers with relevant resources, and encourage collaboration focused on student learning.

SUMMARY

In the 2022-23 school year, the Minnetonka Public Schools Q-Comp program successfully supported teachers in their quest to improve academic achievement. Survey data overwhelmingly demonstrated that the Q-Comp program has positively impacted student achievement. Many teachers reported that their students' achievement was impacted due to the support they received from the observation process. PLC groups from across the district voiced that the Q-Comp program allowed them to identify student needs, intentionally share and implement resources and strategies, and increase consistency among buildings, grades, and classrooms.

Individuals also shared that M-GEM allowed them to be more intentional in their focus to support students in learning. Because of their work with instructional coaches, teachers felt empowered to take risks as they implemented new strategies, resources, and assessments. The post-observation conversation allowed teachers to intentionally consider their planning and instruction.

RECOMMENDATION/FUTURE DIRECTION:

The District recommends that the School Board accept the 2022-2023 Q-Comp Annual Report.

Submitted by: 
Sara White, Director of Teacher Development

Concurrence: 
David Law, Superintendent

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

Board Agenda Item XV. n

Title: Approval of Sale of Used MacBooks

Date: June 1, 2023

EXECUTIVE SUMMARY:

Minnetonka ISD 276 consistently replaces laptop computers and other computer equipment with updated models on a periodic basis. Replacing individual units with new models ensures that the District is able to continue to run the most current instructional software for our educational programs.

When equipment is replaced, the District will sell equipment to recoup any residual economic value from the equipment.

The District recently replaced 185 Apple MacBooks, and so advertised the replaced laptops for sale.

The District received 12 offers to purchase the used MacBooks. Offers were reviewed at 1:00 PM on May 18, 2023 as follows:

Diamond Assets	\$75,200.00
Mac of All Trades	\$75,110.00
Total Technology	\$71,225.00
GDI Trading	\$65,350.40
Rocketdrop	\$60,000.00
Refreshed Tech	\$57,500.00
Tech to School	\$55,500.00
Limitless USA	\$48,100.00
IT Assets, Inc.	\$46,990.00
Second Life Mac	\$40,890.00
Cornerstone Technologies	\$39,867.50
Integrated Recycling Technologies	\$37,925.00

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board accept the high offer of Diamond Assets of \$75,200.00 for the purchase of 185 surplus MacBook laptops.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby accept the high offer of Diamond Assets of \$75,200.00 for the purchase of 185 surplus MacBook laptops.

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 XV. o

Title: Approval of Policy #432: Confidential Support Staff

DATE: June 1, 2023

OVERVIEW:

Administration is making a recommendation for School Board Policy 432: Handbook for Confidential Support Staff for 2023-2025.

This policy provides the terms and conditions of employment for four hourly employees who provide support in the Superintendent's Office, Human Resources, and Finance and Operations. The job responsibilities of these roles require access and use of labor relations information, so are not covered by a collective bargaining agreement.

The following is a summary of the overall financial recommendations:

- The monthly District health insurance contribution will increase by \$100 on July 1, 2023, and another \$100 on July 1, 2024.
- Wages will increase by 4% on July 1, 2023, and 3% on July 1, 2024.
- The minimum pay for working at regular or special Board meetings will increase from \$106 to \$120.
- Earned benefit transfer described in section 12 will include three tiers that require minimum balances.

RECOMMENDATION/FUTURE DIRECTION:

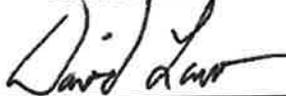
That the School Board approve the recommended changes to the Handbook for Confidential Support Staff for 2023-2025.

Submitted by:



Anjie Flowers, Executive Director of Human Resources

Concurrence:



David Law, Superintendent

MINNETONKA PUBLIC SCHOOLS

Policy 432: Handbook for Confidential Support Staff

Effective Dates: July 1, 2023, to June 30, 2025

~~Effective Date: July 1, 2022~~

1.0 Objectives:

- 1.1 To develop and maintain a wage structure which will enable the District to attract and keep qualified personnel, essential for the educational program to function effectively.
- 1.2 To provide incentive, through a sound program of wage administration, which will encourage the development of the ability of each confidential support staff employee.
- 1.3 To maintain wage relationships among positions which are internally consistent in recognizing the important relative differences in position requirements for education, experience, and the accountabilities in the position.
- 1.4 To review and establish wage categories that are competitive with wages paid in other school districts and in the private sector for positions of comparable levels of responsibility.

2.0 Administrative Policy:

Responsibility for administration.

- 2.1 The Superintendent of the District shall be accountable to the School Board for the administration of a wage program and will report on such administration annually, or more often if requested by the Board.
- 2.2 The Superintendent shall be accountable for maintaining the wage program for coordinating the interpretation and administration of the various policies.
 - 2.2.1 The Superintendent will review all contemplated wage adjustments in the light of established Board policies.
 - 2.2.2 The Superintendent will make periodic analyses and summarization of the status of the wage program for the information and guidance of the School Board.

2.2.3 The Superintendent will develop specific wage recommendations for personnel in confidential support positions for submittal to the School Board.

2.2.3.1 Confidential support staff employees, as used in this policy, refers to persons who have the following titles: Executive Assistant to the Superintendent and School Board, ~~and Human Resources Specialist,~~ Executive Assistant of Human Resources, Finance and Operations Support Specialist, and Payroll Benefits Specialist and who generally have district-wide responsibilities, and who by tradition have duties that are closely associated with central office functions requiring access and use of labor relations information.

2.2.3.2 The provisions of this policy will apply to confidential support staff employees based on all duties performed for and compensated by the School District, regardless of the sources of funding.

3.0 Wages

3.1 An hourly wage shall be set by the school board for each position. Wages will increase by 4% on July 1, 2023 and will increase by 3% on July 1, 2024. ~~Wages for 2022-2023 are attached to this policy.~~

3.2 Confidential Support Staff employees will be paid at the rate of one and one-half (1-1/2) times their regular hourly rate for all work in excess of forty (40) hours in any given week.

3.3 When a member of the Confidential Support Staff is assigned the responsibility of taking School Board minutes at a regular or special Board meeting the confidential support staff member will be paid at the rate of time-and-a-half with a minimum of \$120 ~~\$106~~ per meeting.

3.4 The overall wage structure will be reviewed and adjustments made when necessary to assure that favorable wage levels are maintained.

4.0 Work Year and Vacation Schedule:

4.1 The work year and workday for confidential support staff employees call for ~~261 duty days during the 2022-2023~~ 260 duty days during 2023-2024 and 261 duty days during the 2024-2025 school year and an 8 hour schedule for each day worked.

4.2 Vacation time is determined as follows:

4.2.1 Employees are granted 20 days of paid vacation per year, earned on a basis of 1.66 days per month.

- 4.2.2 Employees are granted 25 days of paid vacation per year after ten (10) years of full-time service in Minnetonka Schools in a confidential position or other position in District 276, earned on the basis of 2.08 days per month.
- 4.3 The Superintendent or designee, in consultation with the employee, is responsible for scheduling of vacation days.
- 4.3.1 Consideration in planning duty days, vacation days (or non-duty days) should include institutional needs for employee availability, desires of the employee, and one or more blocks of time during each school year to have a break from work.
- 4.3.2 Vacation may be accrued up to a maximum of 40 days.
- 4.3.3 When a confidential support staff employee resigns effective before or at the end of the fiscal year period and has met other terms of employment, the District will provide regular pay in lieu of vacation days off if the District finds it difficult to provide for early release up to a maximum of 40 days.
- 4.4 Holidays for confidential support staff employees shall be as follows:
- ◆ Juneteenth if it becomes a Districtwide holiday
 - ◆ Independence Day
 - ◆ Labor Day
 - ◆ Thanksgiving Day
 - ◆ Day following Thanksgiving
 - ◆ Christmas Eve Day
 - ◆ Christmas Day
 - ◆ Day following Christmas Day
 - ◆ Day before New Year's Day
 - ◆ New Year's Day
 - ◆ Presidents' Day
 - ◆ Good Friday or New Year's Eve Day if Good Friday is not recognized as a District holiday
 - ◆ Memorial Day
 - ◆ Martin Luther King Day
- 4.4.1 If school is in session on any of these days, the holidays shall be taken on a day specified by the employer, following consultation with the employees.
- 4.4.2 Should it be impossible to provide for all holidays, the employee's vacation will be extended to compensate for such deficiency.

5.0 Developmental Programs:

5.1 The employer recognizes the value of continual training and development to both the School District and the confidential support staff employee. Therefore, expenses associated with developmental programs such as in-service courses, summer school attendance, conferences, conventions, short courses and workshops are viewed as a shared responsibility.

5.1.1 The District will budget dollars to this end on an annual basis. The Superintendent or designee, in consultation with confidential support staff employees, is responsible for making such budgetary recommendations to the School Board and for implementing follow-through plans.

5.1.2 Per diem expenses plus transportation, conference registration fee, parking and business telephone calls will be allowed at actual cost for approved educational conferences; however, in no case may reimbursement exceed budgeted dollars.

5.2 Participation in Professional Organization Activity

5.2.1 Confidential support staff employees will be encouraged to accept and fulfill responsibilities in local, state or national organizations related to their district responsibilities.

5.2.2 Release time may be granted by the Superintendent to individuals for participation in professional organization activities that are directly related to position job descriptions.

5.3 The Confidential Support Staff will be allocated annual dollars to pursue professional development opportunities.

5.4 Membership Dues

The District will budget dollars on an annual basis to assist confidential support staff employees in maintaining membership(s) in specified professional organizations for purposes of effectively carrying out their responsibilities with the District. The Superintendent or designee, in consultation with confidential support staff employees, is responsible for making such budgetary recommendations and for implementing follow-through plans.

5.5 Expense Reimbursements

5.5.1 The Minnetonka School District will reimburse confidential support staff employees for authorized travel incurred in the course of their responsibilities, exclusive of travel to and from home, at the rate set by the IRS. Any change by the IRS in its approved rate per mile shall become effective for mileage incurred commencing the month the new rate is announced.

5.5.2 When the assigned responsibilities take the confidential support staff employee away from the normal situation for school business purposes, the District will reimburse that confidential support staff employee for authorized meals, parking, registration fees and school business telephone calls at actual cost.

5.6 A verified account shall be submitted promptly to substantiate requests for expense reimbursements.

6.0 Health Requirements:

6.1 Medical examinations may be required by the District. Any medical examination required by the District following initial employment shall be provided by the District's medical doctor at the District's expense.

7.0 Leaves:

7.1 Jury Duty Leave

7.1.1 When a confidential support staff employee serves on jury duty, he/she will be granted the day or days necessary as stipulated by the court to discharge this civic responsibility without wage deduction.

7.1.2 The compensation for jury duty service shall be remitted to the District.

7.2 Court Appearance Leave - At the discretion of the Superintendent, a confidential support staff employee may appear at court without loss of pay.

7.3 Parental Leave

7.3.1 Upon request, parental leave not to exceed one calendar year may be granted. Parental leaves of absence shall be available to employees for the purpose of caring for a newborn infant or adoption for which the administrator has the legal responsibility for the care and/or support of the child. Upon request, a leave of absence shall be granted to the employee for the purpose of providing full-time parental care for a new-born or newly adopted child(ren). Whenever possible, arrangements for such leaves shall be made at least ninety (90) days prior to the beginning date of the leave. The leave must commence within the first twelve (12) months of the birth or adoption.

7.3.2 The employee returning from parental leave shall be re-employed in the employee's former position, if available, or comparable position for which the employee is qualified.

7.3.3 The employee who returns from parental leave within the provisions of this section shall retain all previous experience credit and any unused leave time accumulated under the provisions of this policy prior to commencement of the parental leave. The employee shall not accrue additional experience credit or leave time during the period of absence for parental leave.

7.3.4 The employee on parental leave is eligible to participate in group insurance programs if permitted under the insurance policy provisions but shall pay

the entire premium for such programs the employee wishes to retain at the beginning of the parental leave. The right to continue participation in such group insurance programs, however, will terminate if employee does not return to the District pursuant to this section.

7.3.5 A parental leave of absence granted under this section shall be leave without pay. However, Employee may access accrued sick and/or vacation leave.

7.4 Military Leave - Leave for service in the Armed Forces of the nation or for necessary wartime service shall be granted. A confidential support staff employee on leave for military service will be granted wage progression while on such leave.

7.5 Leave-of-Absence for Professional Development

7.5.1 Leave-of-absence may be granted for:

7.5.1.1 Accredited advanced study;

7.5.1.2 Teaching abroad or out-of-state; or

7.5.1.3 Activity related to professional responsibilities such as certain types of professional employment.

7.5.2 Written application shall be made to the Superintendent for his recommendation to the School Board.

7.6 Sick Leave

7.6.1 Each confidential support staff employee in the District shall be granted one (1) day of "sick leave" per month. This sick leave shall be termed "accrued" sick leave.

7.6.2 Each confidential support staff employee upon employment by the District shall be granted forty-five (45) days of leave which shall be reserved for use in cases of long-term illness only, and which shall remain as "reserved leave" during the first and second year of employment. "Long-term" shall be defined as any illness extending for more than fifteen (15) consecutive working days.

7.6.3 Upon entering the third year of employment, long-term (reserved) "sick leave" shall become available as "accrued sick leave" and may be used as the need arises. No confidential support staff employee shall use more than sixty-five (65) days of the total "accrued sick leave" during any one period of absence.

7.6.4 Sick leave with pay shall be allowed by the employer whenever a confidential support staff employee's absence is due to an illness or physical disability of the employee or the employee's dependent child/ren which prevented the employee's attendance at the employee's place of work and performance of duties on that day or days. A dependent child/ren means a person under 18 years of age or a person under 20 years of age still attending secondary school.

- 7.6.5 In the event the illness or physical disability is one that can be predicted before its commencement, such as by way of example, but not limitation, elective surgery or pregnancy, the confidential support staff employee shall inform the employer in writing no later than three (3) months prior to the contemplated starting date of the illness or physical disability, or as soon as the contemplated illness or disability is known, whichever occurs first.
- 7.6.6 The employer may require a confidential support staff employee to furnish evidence of illness during an absence. In such event, the confidential support staff employee will be notified and advised of the steps necessary to meet the requirement.
- 7.6.7 In the event that the sick leave has been completely used and upon application to the Superintendent, the Superintendent may, with discretion, pay the confidential support staff employee the difference between the regular daily wage and the substitute's pay for a period not to exceed thirty (30) days. This additional time applies only to confidential support staff employees who have completed three (3) full years of service with Minnetonka Public Schools. If another illness occurs after thirty (30) days have been used, full wage deduction will be made. These thirty (30) days may be used at any time during the current school year. Any confidential support staff employee refusing or not entitled to income protection insurance shall be covered by the "sick leave" policy in force June 30, 1967.

7.7 Death or Serious Illness Leave

- 7.7.1 Leaves-of-absence without wage deductions will be granted for deaths, funerals, or serious illness where life is in peril in the confidential support staff employee's family pursuant to the rules of this section. Requests must be made to the Superintendent or designee for leaves under this provision.
- 7.7.2 Up to five (5) days will be allowed if the death, funeral, or serious illness involves the confidential support staff employees parent, sister, brother, spouse, child, grandchild, or blood relative residing in the same household.
- 7.7.3 Up to three (3) days will be allowed in the case of the death or serious illness of the confidential support staff employee's spouse's father, mother, sister, or brother, or the employee's grandparents.
- 7.7.4 Up to one (1) day will be allowed in case of death or serious illness of any other relative or close friend.
- 7.7.5 Additional leave may be allowed under this section at the discretion of the Superintendent.

7.8 Personal Leave

7.8.1 Upon request to the Superintendent, two (2) days of personal leave per year may be granted without wage deduction. These days of leave may be accrued for up to one year if unused during the current school year.

7.8.2 These days of leave shall not be used when other sections of this Policy make provision for the absence.

7.9 Other Extended Leaves - A confidential support staff employee may apply for a paid or unpaid leave-of-absence for any reason not covered under other sections of this policy, including such reasons as personal problems and family illness. Such leaves shall not be granted when other leaves apply. Mutually acceptable return dates shall be agreed to in writing prior to the granting of such leave. Failure to return on the approved date may constitute grounds for termination.

8.0 Report of Absence

In the event an illness or absence occurs, an absentee report must be completed and submitted to the immediate supervisor.

9.0 Personal Injury to School Personnel

In the case of serious accident, the Office of Superintendent should be notified immediately by telephone. This should be followed by a written description of the details of the accident. Regular reporting blanks to the Industrial Commission may be secured from the Business Office. If an employee has received a minor injury, regardless of how slight, the injury MUST be reported to the District Service Center.

10.0 Insurance Fringe Benefit Allocation for Confidential Support Staff Employees:

10.1 The District will allocate ~~\$1,600~~ \$1,700 per month effective July 1, ~~2022~~, and \$1,800 per month effective July 1, 2024 ~~2022, through June 30, 2023~~, to each eligible confidential support staff employee for use in purchasing fringe benefits under this policy.

10.1.1 Said allocation will commence on July 1 of each year and will be made to the confidential support staff employee's account in equal amounts distributed over 26 pay periods per year during which the confidential support staff employee is entitled to full wage from the District.

10.1.2 Each full-time confidential support staff employee who begins work prior to the fifteenth of any month is eligible for the full monthly allocation. A confidential support staff employee who begins after the fifteenth day is not eligible for the allocation for the month.

10.1.3 A full-time confidential support staff employee is defined as a person employed for a minimum of six hours per day or equivalent per day period for the term in which school is normally in session.

10.1.4 An employee shall continue to be eligible for hospitalization, medical and major medical insurance benefits if the employee is on a medical leave of absence, approved in writing, for a period not to exceed two (2) years. While

on medical leave, only during the period the employee is receiving Income Protection Insurance under section 10.5.3, the District shall pay \$100.00 toward the cost of health insurance for the employee.

10.2 Each eligible confidential support staff employee will be required to purchase individual coverage under one of the approved health insurance plans, the life insurance plan, and the income protection plan.

10.2.1 A confidential support staff employee will receive as additional wage in equal amounts distributed over 26 pay periods any money allocated to the confidential support staff employee for that month which was not charged against the confidential support staff employee's fringe purchases.

10.2.2 Allocation and right to participate in insurance fringe benefits will cease upon termination from District employment except as otherwise provided.

10.3 A confidential support staff employee may elect additional coverage which may be available under District insurance plans for health, life, dental, and income protection. If the premiums for these coverage exceed the amount of the District contribution detailed in 10.1, the additional cost shall be borne by the confidential support staff employee and paid by payroll deduction while the confidential support staff employee is receiving pay from the District.

10.4 Available Fringe Benefits

10.4.1 Coverage and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance policy and the policies and procedures of the insurance carrier. The District will select the insurance carrier and the policy of insurance.

10.4.2 Health and Accident Plans

10.4.2.1 The District shall make available to the confidential support staff employee hospitalization, medical, major medical and health maintenance organization insurance coverage.

10.4.3 Income Protection Insurance

10.4.3.1 Income protection insurance equivalent to annual wages plus annual amount of insurance fringe benefit allocation shall be made available and paid for by each full-time confidential support staff on an after-tax basis. The employer will select the insurance carrier.

10.4.4 Term Life Insurance

10.4.4.1 The District will make available a \$50,000 principal sum life insurance policy with double indemnity provision in case of the accidental death of the confidential support staff employee.

10.4.4.2 The confidential support staff employee may elect to purchase additional term life insurance coverage for himself/herself as allowed by the group insurance carrier for the confidential support staff employee group.

10.4.4.3 Dependent life insurance will be made available, provided sufficient employees in the District participate to meet the selected vendor's minimum requirements.

10.4.5 Dental Insurance

10.4.5.1 A Confidential Support Staff member may elect to participate or not to participate in the District Dental Insurance Plan.

10.4.5.2 The administration of any dental plan provided this plan will be consistent with the policies and procedures established by the insurance carrier.

10.4.5.3 To the extent such cost exceeds the monthly amount allocated to the confidential support staff employee pursuant to provision 10.1 above, the cost of any such group dental insurance shall be borne by the confidential support staff employee. It shall be paid by payroll deduction while the confidential support staff employee is receiving pay from the district or be paid with the provisions of the Flex-benefit Plan pursuant to provision 10.6 (below).

10.5 Fringe Benefits for Employees on Leaves of Absence

10.5.1 Health and Accident Plans

10.5.1.1 The District will provide individual health and accident insurance for confidential support staff employees on leaves of absence, and for confidential support staff employees on medical leaves of absence for a period of five years.

10.5.1.2 Dependent coverage will be available at the confidential support staff employee's expense.

10.5.2 Term Life Insurance

10.5.2.1 Confidential support staff employees on leave will be provided term life insurance to the same level as an active employee.

10.5.3 All leaves of absence other than those noted in this section will terminate District responsibility for insurance subsidy; however, the School Board may make exceptions.

10.6 Flexible Benefit Plan

10.6.1 District shall make available to the confidential support staff employees a flexible benefits plan pursuant to the provisions of Section 125 of the Internal Revenue Code. This plan, the details of which will be agreed upon by the parties, will provide a system whereby confidential support staff employees may elect to allocate monies from their wages to be used for the purchase of medical, vision, dental and child care expenses.

11.0 Retirement Health Savings Match

11.1 Purpose of PLAN

The purpose of the PLAN is to encourage employees to develop a financial plan for their future by providing money for investment during the course of their employment with the District.

11.2 Benefit

Employees working 75 percent or more of a full-time schedule shall receive a Retirement Health Savings Match as a percent of base salary for deposit into a 403(b) or 457 tax deferred savings account at the employee's discretion at the following percentage rages:

Completing 1 year of service (year 2 of service)	2%
Year 3 and year 4 of service	4%
Year 5 of service and thereafter	8%

11.2.1 Match Year Begins July 1

The annual year for the Match shall be July 1 through June 30. The allocation shall be pro-rated for any partial year of service.

11.3 Enrollment Limited to Participating Companies

Tax sheltered annuity or deferred compensation enrollment will be limited to companies currently having employees enrolled in the program.

12.0 Earned Benefit Transfer

The District agrees to join with Confidential Support Staff employees in the creation of a plan pursuant to Section 403(b) and/or Section 457 of the Internal Revenue Code providing for the transfer of accrued and unused sick leave and/or vacation to a tax-sheltered plan in an amount consistent with the employee's accrual of such benefit in the District and the

limits of the Internal Revenue Code. All such payments for these benefits as provided in this policy shall be directed toward such tax-sheltered plans as selected by the employee. The District also agrees that such payments may be made directly to the employee in the event that such payments do not qualify for a tax-sheltered plan or in the event the employee determines that he/she wants to utilize a Roth IRA or other legal retirement investment, without further cost to the District. The source of matching funds may be by payroll deduction or by converting unused sick leave and/or vacation ~~valued by the employee's current rate of pay times the number of days converted to a limit of dollars equal to the highest eligible contribution amount.~~ Any transfer of days pursuant to this paragraph will be deducted from the employee's sick leave and/or vacation accrual as provided in Section 4.2 and Section 7.6. For purposes of this paragraph, a day's pay shall be calculated by multiplying the employee's hourly rate x 8. The parties agree to cooperate in the development of such documents as are necessary to implement the provisions of this paragraph in accordance with the Internal Revenue Code.

~~A Confidential Support Staff employee must maintain a minimum balance of 520 hours vacation or sick leave combined in order to be eligible for the Earned Benefit Transfer in this section.~~

A Confidential Support Staff employee can transfer on an annual basis a combination of vacation and sick leave based on the following:

- Tier 1: 10 days (minimum of 200 total hours of leave must be maintained)
- Tier 2: 15 days (minimum of 350 total hours of leave must be maintained)
- Tier 3: 20 days (minimum of 500 total hours of leave must be maintained)

13.0 Release from Position:

13.1 To secure a release from the Minnetonka Public Schools, the following requirements shall be in effect: The confidential employee shall submit in writing to the School Board through the Superintendent, a request for the release from employment, stating the reasons, at least three (3) weeks prior to the effective termination date.

13.2 In the event the performance of a confidential support staff employee appears to be deficient, the following steps are to be taken:

13.2.1 The supervisor will discuss the performance concern with the employee.

13.2.2 Jointly, the supervisor and supervisee are to develop a plan and carry out steps that potentially, may correct the performance concern including such things as consultation with others in like positions, pursuit of course work, observations, attendance at workshops, and realignment of responsibilities, if possible.

13.2.3 In the event the supervisor determines that these efforts to overcome deficiencies and improve performance have been unsuccessful and that termination is the best course of action, specific procedural steps are to be taken.

13.2.3.1 The supervisor is to notify the supervisee of such proposed action in writing, including the reasons for the proposed release and to send a duplicate copy to the Superintendent.

13.2.3.2 Within fourteen (14) calendar days of the formal notification, the employee may contact the Executive Director of Human Resources to request a hearing. . In the event the Superintendent is the immediate supervisor, the supervisee may request a hearing within fourteen (14) calendar days from the School Board. If no hearing is requested within this period, it shall be deemed acquiescence by the supervisee.

13.2.3.3 The date of actual separation may not be earlier than thirty (30) calendar days after the date of formal notification of proposed release from position. Normally, the release will be effective on June 30, unless there are unusual circumstances in the case.

14.0 Reorganization and/or Reduction in Administrative Staff

14.1 In the event there is going to be a reorganization and/or reduction in Administrative Staff, the Superintendent may meet in advance with confidential support staff employees to solicit suggestions, ideas, and criteria which might then be used in developing and formulating alternative plans.

14.2 In the event that confidential positions are likely to be discontinued, the assignment of confidential support staff personnel to remaining positions will draw upon multiple criteria, among which will be longevity, qualifications of persons to assume new roles and responsibilities, past performance records, and organizational needs in forthcoming months and years.

14.3 In the event there is a proposed reduction in the number of district-wide confidential positions, affected individuals are to be notified in writing prior to the time a final decision is made by the School Board.

14.4 If the decision is made to reduce a district-wide confidential position, written notification to this effect stating the reasons is to be given to the employee assigned to the position four (4) weeks prior to the effective termination date.

Approved on June 1, 2023

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

Board Agenda Item XV. p

DATE: June 1, 2023

Title: **Approval of Policy #440:
Handbook for Minnetonka Community Education and/or
Aquatics Employees**

OVERVIEW:

This evening the administration is making a recommendation for School Board Policy 440 Handbook for Minnetonka Community Education and Aquatics employees for 2023-2025. This policy provides the terms and conditions of employment for employees in these areas who are not covered by a master agreement. The following is a summary of the financial recommendations:

- The monthly District health insurance contribution will increase as follows:
 - Full-time employees: \$54 in the first year and will increase in the second year only if the premium increases by more than 5%.
 - Program Managers: 5% in the first year and another 5% in the second year.
 - MCE Program Managers (Appendix A) will receive a differentiated 3-4% increase on July 1, 2023, and another 3% increase on July 1, 2024.
 - All Explorers hourly rates (Appendix B) will increase by 3% on July 1, 2023, and another 3% on July 1, 2024.
 - Appendix C has been reformatted to list current job titles with competitive minimum hourly rates. Employees covered by Appendix C will receive a 3% increase on July 1, 2023, and another 3% increase on July 1, 2024.
 - The Aquatics (Appendix D) wage schedule has been adjusted to align with the current department structure and to ensure our rates are competitive. Step advancements will be given on this wage schedule for eligible employees in each year of the new two-year policy. Those employees above the wage schedule will receive a 2% increase on July 1, 2023, and July 1, 2024.
-

RECOMMENDATION/FUTURE DIRECTION:

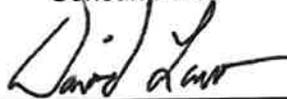
That the School Board approve the recommended changes to the Handbook for Minnetonka Community Education and Aquatics Employees for 2023-2025.

Submitted by:



Anjie Flowers, Executive Director of Human Resources

Concurrence:



David Law, Superintendent

MINNETONKA PUBLIC SCHOOLS

Policy #440: HANDBOOK FOR MINNETONKA COMMUNITY EDUCATION AND/OR AQUATICS PERSONNEL TERMS OF EMPLOYMENT AND WAGES

1.0 PURPOSE

The purpose of this policy is to provide the terms and conditions of employment for Minnetonka Community Education and/or Aquatics employees who are not covered by a Master Agreement effective from July 1, ~~2024~~ 2023, until June 30, ~~2023~~ 2025.

This policy is not an employment contract, express or implied, nor does it guarantee employment for any specific length of time. The Minnetonka Public Schools may modify, amend, or rescind this policy without notice. The Minnetonka Public Schools has sole responsibility for interpretation of any issues as they relate to this policy.

2.0 EMPLOYMENT

2.1 Formal guidelines are necessary to set salaries/wages, establish benefits and determine working conditions for employees of Minnetonka Community Education and/or Aquatics.

2.1.1 Exceptions are employees who are covered by a Master Agreement between the School Board and respective employee groups of the Minnetonka Public Schools.

2.1.2 The Executive Director of Minnetonka Community Education and Aquatics Director have individual contracts with the School Board and are therefore exceptions to this policy.

2.2 Wages paid should reflect marketplace availability of personnel as well as the following two conditions:

2.2.1 All wages will be paid at or above the minimum wage rate as prescribed by law.

2.2.2 No wages will exceed the parameters established per position.

2.3 Definitions

Full-time, Full Year: shall mean any Minnetonka Community Education and/or Aquatics employee whose normal work week is 30 hours or more and works 12 months per year.

Full-time, Partial Year: shall mean any Minnetonka Community Education and/or Aquatics employee whose normal work week is 30 hours or more and works fewer than 12 months per year but more than 67 continuous workdays per year.

Part-Time/Seasonal: shall mean any Minnetonka Community Education and/or Aquatics employee whose normal work week is regularly scheduled for fewer than 30 hours per week. This also includes employees who work more than 30 hours per week but fewer than 67 continuous workdays per year.

Exempt vs. Non-Exempt: Determination of exempt vs. non-exempt status will follow the requirements that are outlined in the FLSA regulations.

2.4 Confirmation of Employment

Each employee will receive written notification stating the position title, employment classification, normal workweek, eligible benefits, and rate of pay. The District will on an annual basis provide updated individual assignment information online via Skyward Employee Access.

2.5 Time Records.

To ensure that accurate records are kept and that employees are paid in a timely manner, hourly employees will submit an employee time sheet for all hours worked in each two-week pay period. All employees are responsible for reporting time off -- including any vacation, holidays, or any other leave.

2.6 Length of Work Week and Hours

Recognizing the nature of Minnetonka Community Education and/or Aquatics whereby employment takes place before and after the school day, many employees work a nontraditional workday and/or nontraditional work week. Each employee is entitled to one (1) 15-minute break for every 4 hours of employment. If an employee works eight (8) consecutive hours per day the employee shall have an unpaid duty-free lunch (dinner) period that shall be at least one-half hour but not to exceed one hour.

2.7 Probationary Period

2.7.1 An employee is a probationary employee during the first twelve calendar months of employment. Months not worked shall not be counted towards completion of the probationary period (i.e., summer months).

2.7.2 The Employer reserves the right to discipline, lay off, and/or discharge with respect to probationary employees. No matter concerning the discipline, layoff or termination of a probationary employee shall be subject to the grievance procedure. However, a probationary employee shall have the right to bring a grievance on any other provisions of the policy alleged to have been violated.

2.7.3 During the probationary period, the district shall provide a written performance appraisal prior to the completion of the twelve-month probationary period.

2.8 Performance Evaluations

The District shall provide performance evaluations to each employee with a written performance appraisal at least annually. The performance evaluation shall be reviewed with the employee and a copy placed in the employee's personnel file.

2.9 Professional Development

The District supervisors shall provide support for employee professional development in accord with the District staff development plan.

2.10 Employee Conduct and Disciplinary Action

2.10.1 Employee Conduct and Performance

Employees are expected to comply with all state and federal laws and all School District policies, and to meet performance expectations.

2.10.2 Disciplinary Action

If employee conduct violates state or federal laws, District policy, or performance does not meet acceptable standards, the District may take appropriate corrections or disciplinary actions, including oral warning, written warning, suspension with or without pay, or termination. The employee shall be afforded due process in accord with law.

2.11 Reduction in Hours

Recognizing the nature of Minnetonka Community Education and/or Aquatics, where employment is based on enrollment or funding, it may be necessary to change the employment status of employees. The employer shall normally give the employee two (2) weeks advance notice.

2.12 Layoff

For the purpose of this section, layoff is defined as the elimination of a position. The employer may give the employee two (2) weeks advance notice. An employee on layoff will be placed on a recall list for up to two years.

2.13 Emergency Closings

In the event it becomes necessary to delay the opening, close early or close completely a school facility due to an emergency, the following shall cover all non-exempt (hourly) employees:

2.13.1 School Start Time is Delayed:

All Employees Except Explorers:

Delayed openings will be communicated via the official radio station or directly to the employee by phone. Upon notification the employee may delay reporting to work for the same period as the school opening is delayed. If rescheduling on that day is possible, the employee will work the normal daily hours once the employee reports to work. If rescheduling on that day is not possible, the employee shall receive pay for the time that the employee was scheduled to work. An employee whose work schedule is not affected by the delay will report to work at the normal scheduled time.

Explorers:

When the opening of school is delayed, Explorers employees are expected to be at work to receive students beginning at the normal time. Explorers employees shall be entitled to 1-1/2 times their regular rate of pay for time worked as follows:

Elementary: Staff will be paid 1-1/2 times their regular rate of pay up until the delayed school start time on that day.

Example: There is a two-hour delayed school start time, so school will start at 10:00 a.m. instead of 8:00 a.m. The employee will be paid 1-1/2 times their regular rate from the time they started that morning up until 10:00 a.m.

MCEC: Junior Explorers Staff will be paid 1-1/2 times their regular rate of pay up until 11:45 a.m. ~~10:30 a.m.~~

Example: Minnetonka Preschool will not have morning classes because the start of the school day is delayed across the District. The employee will be paid 1-1/2 times their regular rate from the time they started that morning up until 11:45 a.m. ~~10:30 a.m.~~

2.13.2 School is Closed:

All Employees Except Explorers:

School closing will be communicated via the official radio station or in some cases directly to the employee by phone. Upon notification the employee will not be required to report to work that day. ~~At the employer's discretion full-time~~ Employees covered under Appendix A and full-time employees covered under Appendix C will be paid for the day at their regular rate of pay. Part-time employees covered under Appendix C and Appendix D will not be paid, but will have the first opportunity to be scheduled for a make-up day.

Explorers:

~~On days when school is cancelled due to snow or cold weather, Explorers will be open, and staff are expected to report to work. A limited number of sites will be open on these days and staff will receive a chart detailing their reporting responsibilities in the fall of each school year.~~

The Superintendent and Executive Director of Community Education will determine whether Explorers will be open on days when school is closed.

When Explorers is closed, employees will be paid at their regular hourly rate for the hours they were scheduled to work on that day.

When Explorers is open, a limited number of sites will be open. Staff are expected to report to work as scheduled. A chart detailing staff assignments on closure days will be distributed in the fall of each school year.

Staff will be paid time and a half for the hours they work on these days.

- a. Staff scheduled to work in the morning may be released earlier than scheduled based on discretion of MCE Management ~~the Program Manager~~. Any staff released earlier than scheduled will be paid for a minimum of two hours at time and a half.

- b. An employee may request to leave their shift early on these days. If MCE Management ~~the Program Manager~~ approves this request, the employee will only be paid at time and a half for the time that they worked.
- c. Staff scheduled to work afternoon shifts may be contacted and told they don't need to report, ~~these employees will receive no compensation.~~ This notice will be given with at least one-hour advance notice before their start time.
- d. Staff not assigned to work on closure days will not receive compensation.

2.13.3 School is Dismissed Early:

All Employees Except Explorers:

Supervisors may dismiss the employee after all students have safely departed. If less than one-hour advanced notice is given, employees shall be paid for a maximum of two hours after early dismissal but not more than their normal shift for that day. If one-hour or more advanced notice is given, the employee will not be paid for any hours after early dismissal and supervisors will notify the employees of potential make-up day opportunities.

Explorers:

Explorers will be open until all children have been picked up by parents or guardians. Explorers staff must make arrangements to assure supervision of remaining students. Explorers employees shall be entitled to 1-1/2 times their regular rate of pay for time worked after school is dismissed until the employee is released for the day by a supervisor.

Example: School is dismissed early at 1:30 p.m. The employee will be paid 1-1/2 times their regular rate from the time they started at 1:30 p.m. or later until they are notified by a supervisor that their shift is complete.

2.13.4 Summer Aquatics

Aquatics Facility or Beach is closed due to weather or emergencies or if the supervisor deems that the shift is overstaffed:

The employee has arrived at work and has already worked for more than 2 hours, the employee will be paid for hours worked.

The employee scheduled to work less than 2 hours arrives at work and the facility/beach is closed, then the employee will be paid for normal scheduled hours.

The employee scheduled to work more than 2 hours arrives at work and the facility/beach is closed, then the employee will be paid for 2 hours.

3.0 SALARY STRUCTURE

3.1 Employees will be compensated according to the following ranges and schedules:

- Program Managers (Appendix A)
- Explorers (Appendix B)
- All other MCE employees (Appendix C)

- Aquatics Employees (Appendix D)

Any position that does not clearly fall under Appendix A, B, C or D may be paid based on a percentage of the net proceeds. Programs with structured competitive seasons may be paid based on a seasonal stipend.

The determination of job classification placement shall be at the discretion of the Minnetonka Public Schools.

3.2 Eligibility for salary increases for MCE employees will be granted on the following basis:

Approved salary increases will only be provided for staff with satisfactory job performance and continually improved performance. Failure to fulfill expectations shall result in possible withholding of the salary increases in addition to the corrective and disciplinary actions outlined in section 2.10.

Program Managers on Appendix A shall receive a 3-4% increase on July 1, 2023 and a 3% increase on July 1, 2024. ~~Program Managers on Appendix A shall receive a 2.25-4% increase on July 1, 2021, and a 2.5% increase on July 1, 2022.~~

Explorers staff on Appendix B shall receive a 3% increase on July 1, 2023, and a 3% increase on July 1, 2024. ~~Explorers Site Supervisors on Appendix B shall receive a 2.25-3% increase on July 1, 2021, and a 2.5% increase on July 1, 2022. All other Explorers staff will receive a 2.25% increase on July 1, 2021, and 2.5% increase on July 1, 2022.~~

MCE employees on Appendix C will receive a 3% increase on July 1, 2023, and a 3% increase on July 1, 2024. ~~MCE employees covered by Appendix C will receive a 2.25% increase on July 1, 2021. On July 1, 2022, full-time employees will receive a 2.5% increase and part-time employees will receive a 2.25% increase.~~

No MCE employees covered by Appendices A-D will be eligible for an increase on July 1, 2021, if they have not been employed for at least two (2) ~~six (6)~~ months.

3.3 Eligibility for step salary increases for Aquatics employees will be granted on the following basis:

Employees who have worked for Aquatics for a minimum of six months will be eligible for a step increase on July 1 in a year in which a new agreement has been approved through School Board action that provides for step advancement. In a year when a new agreement has not been approved by the School Board, employees will remain at their current step until a new agreement is approved that provides for step advancement.

Substitute employees are not eligible for step advancement. Rates for substitutes will be determined on an individual basis by the Aquatics Director.

Approved step advancements will only be provided for staff with satisfactory job performance and continually improved performance. Failure to fulfill expectations shall result in possible withholding of the step increment.

Lifeguard Services rates will increase for eligible employees on May 1, 2024, and May 1, 2025 ~~May 1, 2021, and May 1, 2022~~.

Step increases shall be given to all other eligible Aquatics employees on Appendix D on July 1, 2023 ~~2021~~, and July 1, 2024 ~~2022~~. Employees above the schedule will receive a 2% increase on July 1, 2023 ~~2021~~, and July 1, 2024 ~~2022~~.

4.0 RETIREMENT or VOLUNTARY SEVERANCE PLAN

4.1 This plan is available to all full-time employees. The employee must be at least 55 years of age and have completed a minimum of 20 years of service with the Minnetonka Public Schools.

Voluntary Severance Plan benefits will be credited to eligible employees from two sources: credit for years of service and credit for unused basic leave. For the purpose of this section, "day's salary" is defined as the highest daily salary received.

4.2 Total credits shall be calculated as follows:

4.2.1 Credit for two (2) days salary for each year of service completed up to a maximum of 20 days.

4.2.2 Unused basic leave credit: Based on the district records of unused basic leave at the time of retirement up to 30 days salary will be awarded.

4.2.3 The dollar amount shall be paid in a lump sum. ~~or equal (non-interest accruing) installment payments not to exceed a twenty-four (24) month period from the effective date of resignation as determined in the discretion of the school district, or to the employee's beneficiary.~~

4.2.4 In the event of the employee's death prior to the final payment the balance of such payments shall be paid to the employee's beneficiary or the employee's estate.

5.0 APPROVED TIME OFF

5.1 Vacations

5.1.1 Vacations shall apply only to employees who are employed full-time, full year as defined in Section 2.3 of this Handbook. They shall be granted a paid vacation which the employee shall earn from July 1 to June 30. Vacation shall be credited monthly. Such employees will be permitted to utilize their vacation period at a time, or times, mutually agreeable to the employee and the employee's supervisor.

5.1.1.1 If employment is terminated because of a layoff, discontinuance of position, retirement, or resignation following a minimum of thirty (30) calendar days prior notice to the Employer, the employee is entitled to a prorated share of vacation earned and credited, which may be taken as time off or as direct compensation, at the discretion of the Employer.

5.1.2 Vacations are to be provided as follows. All employee vacation schedules are to be authorized by the employee's supervisor.

- 5.1.2.1 Twelve (12) working days per year for the first five (5) years of employment, credited at the rate of 1 day per month.
- 5.1.2.2 Fifteen (15) working days beginning with the sixth (6th) year of employment, credited at the rate of 1.25 days per month.
- 5.1.2.3 Twenty (20) working days beginning with the eleventh (11th) year of employment credited at the rate of 1.66 days per month.
- 5.1.2.4 Twenty-two (22) working days beginning with the sixteenth (16th) year of employment credited at the rate of 1.83 days per month.
- 5.1.3 For the purpose of computing vacation accrual for years of employment subsequent to the initial year of employment, the Employer will give a full year's credit if an employee is hired on a full-time basis prior to January 1. If initial employment occurs after January 1, no credit will be given for the first year of employment.
 - 5.1.3.1 As of July 1, the employee may carryover vacation up to a maximum of 25 days.

5.2 Holidays

The following holidays are observed:

1. Independence Day*
2. Labor Day
3. Thanksgiving Day
4. The day following Thanksgiving
5. Christmas Eve
6. Christmas Day
7. New Year's Day
8. President's Day**
9. Martin Luther King Day**
10. Good Friday (If Good Friday is not recognized as a district holiday the employee shall have New Year's Eve Day as a holiday.)
11. Memorial Day

*Aquatics employees who work on Independence Day will be paid as follows:

- 1.5 times their regular rate when July 4 is on Tuesday, Wednesday, or Thursday.
- 2 times their regular rate when July 4 is on Friday, Saturday, Sunday, or Monday.

**Explorers employees who work on Martin Luther King Day and/or President's Day will receive the following:

- Holiday pay for the hours they would normally be scheduled to work on that day.
- A pro-rated floating holiday equivalent to the hours they worked on that day.
 - The floating holiday will be tracked in Skyward Employee Access and the date the floating holiday is used must be approved by the employee's supervisor.
 - If the floating holiday is not used by May 31 of the same school year, the hours will be paid out at 1 ½ times the regular rate on the first available payroll in June.

~~Note: The following holiday language does not apply to Aquatics part-time or Aquatics seasonal employees.~~

All employees who work a minimum of 15 hours per week or who are regularly scheduled to work five days per week for a minimum of 67 workdays per year are eligible for holiday pay. The employee must have worked the day preceding and following the holiday unless absent from work because of vacation, or authorized paid leave, or authorized non-duty day.

Employees shall be eligible for holiday pay only for those holidays falling within their annual assignment period. (Example: Employees who do not work summer and are not required to report to work until the first day of school will not be paid for Labor Day if Labor Day falls prior to the first day of school.)

Employees who do not work during the winter break or spring break are not eligible to receive holiday pay for any holiday that falls within that period of time.

If school is in session on any of these days or if any of these days falls on a weekend the holiday shall be taken on a day specified by the employer.

~~If Explorers is operating on a scheduled holiday, non-exempt employees working on the holiday will be paid for the hours worked on that day at their regular rate of pay and will also receive a pro-rated floating holiday. The floating holiday will be tracked in Skyward Employee Access and the date of the floating holiday must be approved by the employee's supervisor. If the floating holiday is not used by May 31 of the same school year, the hours will be paid out at 1 ½ times the regular rate on the first available payroll in June.~~

~~Employees are reimbursed for the number of hours that they are normally scheduled for the day that a holiday occurs. Employees are paid at their regular hourly rate.~~

5.3 Basic Leave

Basic leave is granted to all employees who work a minimum of 15 hours per week for a minimum of 67 workdays per year. The earned rate shall be one (1) day per each full month of employment. The rate is prorated for part-time employees. This leave shall be accrued throughout the length of the employee's employment. As a supplement to the monthly allocation, employees shall accrue one (1) additional basic leave day per year.

5.3.1 Personal Medical Leave and Sick Leave

Basic leave may be used when an employee is absent due to an illness or physical disability of the employee which prevented the employee's attendance at the employee's place of work and the performance of duties on that day or days.

The Employer may require an employee to furnish evidence of illness during an absence. In such event, the employee will be notified by Human Resources or

his/her supervisor and instructed what medical documentation is required before the employee may return to work.

Employees whose absence, due to illness or injury, exceeds their accrued basic leave may request a leave without pay or the use of accrued vacation days if eligible.

In the event the illness or physical disability is one that can be predicted before its commencement, such as by way of example, but not limited to, elective surgery or pregnancy, the employee shall inform the employer in writing no later than three (3) months prior to the contemplated start date of the illness or physical disability, or as soon as the contemplated illness or disability is known, whichever occurs first.

In the event an employee fails to adhere to the requirements above, the District may at its option deny the use of basic leave to such employee during any absence for which the District did not receive proper notice from the employee.

During any one period of absence, employees shall be permitted to use their total accrued sick leave for the long-term disability (LTD) elimination period of 90 calendar days or up to 65 days of the employee's total accrued sick leave, whichever comes first.

~~No employee shall be permitted to use more than sixty five (65) days of the employee's total accrued basic leave during any one period of absence.~~

An employee who returns to the District from an absence due to illness or physical disability for which the employee did not receive pay directly from the District shall retain all previous experience credit and any unused leave time accumulated under the provisions of this document at the beginning of the period of disability. The employee shall not accrue additional experience credit or leave time during the period of absence due to illness or physical disability for which the employee did not receive pay directly from the District.

5.3.2 Sick Child Care Leave

An employee who qualifies for basic leave may use time accrued for absences due to an illness of the employee's child (under the age of 18) for such reasonable periods as the employee's attendance with the child may be necessary.

The employer may require an employee to furnish a medical certificate from a qualified physician as evidence of the child's illness during an extended absence of the employee or as the result of an unusual or abnormal pattern of absences in order to qualify for basic leave pay. In the event a medical certificate is required, the employee will be so advised.

5.3.3 Serious Illness Leave

Basic leave may be used by employees for life-threatening surgery or serious illness where life is in peril in the employee's family.

Up to five (5) days if the illness involves the employee's parents, sister, brother, spouse, grandparents, children, grandchildren, or a blood relative who resides in the same household.

Three (3) days for the employee's spouse's father, mother, sister or brother or grandparents.

One (1) day per occurrence may be allowed for other relative or close friend.

Additional leave may be allowed under this Section at the discretion of the Employer, and if so, authorized in writing.

5.3.4 Bereavement Leave

Employees may use basic leave for death or funeral according to the guidelines stated below:

Up to five (5) days if the death involves the employee's parents, sister, brother, spouse, grandparents, children, grandchildren, or a blood relative who resides in the same household.

Three (3) days for the employee's spouse's father, mother, sister or brother or grandparents.

One (1) day per occurrence may be allowed for other relative or close friend.

Additional leave may be allowed under this Section at the discretion of the Employer, and if so, authorized in writing.

5.3.5 Personal Leave

Upon request one (1) day of personal leave will be granted without salary deduction following one year of employment to all personnel. This day of leave will be deducted from accrued basic leave.

Requests for personal leave shall be made in advance of its use and shall be subject to the approval of the immediate supervisor.

5.3.6 Child Care Leave

Child rearing leave of absences shall be available to employees for a period of time, not to exceed 12 weeks, for the purpose of caring for a newborn infant for whom the applicant has the legal responsibility for the care and/or support. Such leave is to be subsequent to the birth of the child or in the case of adoption, when the child is physically released to employee-parent.

At least two (2) calendar months prior to the estimated delivery date of the child, the employee shall be required to notify the Employer in writing whether or not the employee intends to take child-rearing leave. This election may be changed at any time before the employee is no longer disabled from working due to childbirth or pregnancy related disability or before the fifteenth (15th) day after the birth of the

child, whichever is sooner. The estimated commencement date shall be the physician's projected date the employee will no longer be disabled from working due to childbirth or pregnancy related disability.

Upon filing an application for adoption of a child, the employee shall be required to notify the Employer in writing of the intention to take a child-rearing leave. Such notice is to include the estimated date when such leave shall become effective.

The actual commencement date of child-rearing leave shall be the date following the birth of the child on which the employee is no longer disabled due to childbirth and pregnancy related disability; or, in the case of adoption, the date when the child is physically released to the employee-parent. The return date shall be 12 weeks following the actual commencement of the leave.

If an employee complies with all the provisions of this section a child-rearing leave will be granted by the Employer. The Employer will notify the employee in writing of its action.

By mutual agreement, the length of a child-rearing leave may be altered.

An employee returning from child-rearing leave will be reinstated in the employee's former position or in a position of comparable level and hours, at the employer's discretion.

Employees on child-rearing leave shall notify the Employer in writing at least thirty (30) calendar days prior to the specified return date of said leave of their intention to either: (1) return to employment as scheduled in accordance with the return date of the leave or, (2) resign.

An employee who returns from child-rearing leave within the provisions of this Article, shall retain all previous experience credit and any unused leave time accumulated under the provisions of this agreement at the beginning of the leave. The employee shall not accrue additional experience credit for leave time during the period of absence for child-rearing leave.

A child-rearing leave of absence granted under this article shall be a leave without pay or benefits, except if required by the Family Medical Leave Act.

5.3.7 Extended Illness Leave

Employees who are employed on a full-time, twelve-month basis and have been working for Minnetonka Community Education for at least one calendar year shall be granted forty-five (45) days of leave which shall be reserved for use only when accrued sick leave has been exhausted and in case of extended illness only, and which shall remain as "reserved leave" during employment. "Extended illness" shall be defined as an illness or disability extending more than fifteen (15) consecutive working days. This benefit can only be used one time during the employee's work history with Minnetonka Schools.

5.3.8 Adoption Leave

Upon request to the Employer and approval from the supervisor, an employee who adopts a dependent child may use up to 10 days of basic leave for responsibilities associated with the adoption. To qualify for this leave, the employee shall provide the School District with documentation of the adoption. The number of approved days will be determined by the supervisor.

5.4 JURY DUTY LEAVE

When an employee serves on jury duty, the employee will be granted the day or days necessary as stipulated by the court to discharge this civic responsibility. The employee shall immediately notify the employer upon receipt of jury service notice. When the employee is released for a day or part of a day during any period of jury service, the employee shall report for work. The employee will receive pay for the hours the employee would have been regularly scheduled to work.

Compensation for jury duty service received by the employee shall be remitted in full to the employer. Compensation does not include expenses reimbursed to the employee by the Court. The employee may be required to submit proof of jury duty service.

5.5 OTHER LONG and SHORT-TERM LEAVES

An employee may apply for a leave of absence for any reason not covered under previous sections of this document.

Applications must be made in writing to the employer, setting forth the reason for the requested leave. No such leave shall be granted unless expressly authorized by the employer in writing.

In considering such leave requests, the employer will give consideration to the reason for the request, the effect on the organization, the availability of a substitute and other factors as may be deemed relevant by the employer. The granting or denying of such leave requests rests in the discretion of the employer. All leaves will be limited to two years.

Leaves of absence required by law will be granted according to the provisions of the law.

The employee shall not be eligible for wages or the fringe benefits provided for in this document. Employees granted leaves under this section shall be permitted to purchase at their own expense hospital/medical insurance fringe benefits to the extent permitted by the insurance carriers involved.

The employee will retain earned basic leave and vacation leave that was accrued up to the time of the leave for use upon the employees return. No accrual for any purpose shall take place during the time that the employee is on such leave unless the employer has expressly provided for such in writing at the time of granting the leave.

Employees on leave shall notify the employer of their intention to return at least thirty (30) days in advance. Failure to return will result in termination of employment.

6.0 INSURANCE BENEFITS

6.1 Medical/Hospital Insurance

An employee shall be eligible for hospital/medical and major medical insurance benefits if the employee:

- is regularly employed for a minimum of thirty (30) hours per week for a minimum of 100 continuous duty days 36 weeks;
- is qualified under the terms of the insurance policy;
- has not terminated employment with the district.

Each eligible employee is offered the option of purchasing individual or family health insurance.

6.1.1 Health Insurance for Full-time employees: The employer will contribute up to ~~\$672~~ \$726 per month toward the purchase of single, employee plus one, or family health insurance coverage. In the event that the monthly premium for single insurance increases by more than 5% in year 2 of the policy, the employee will be responsible to pay for the first 5% of the premium increase. The District will increase its monthly contribution to cover the cost of the premium increase above the first 5% not to exceed \$50 per month. ~~In the event that the underlying single insurance premium increases by more than 5% in Year 2 of this policy, the District will increase its contribution to the employee by a sum up to \$50.00; any increase in employer contribution shall insulate the employee from premium increases that exceed 5% up to maximum contribution of \$50.00 per employee.~~

6.1.2 Program Managers and Salaried Aquatics Employees:

District contributions for health insurance for Program Managers:

<u>Type of Insurance Coverage</u>	<u>Monthly District Contribution 2023-24</u>	<u>Monthly District Contribution 2024-25</u>
<u>Single</u>	<u>\$726</u>	<u>\$762</u>
<u>Employee +1</u>	<u>\$809</u>	<u>\$849</u>
<u>Family</u>	<u>\$910</u>	<u>\$956</u>

In the event that the monthly premium increases by more than the District contribution in year 2 of the policy, the employee will be responsible for the additional cost of the monthly premium.

~~The employer will contribute up to \$690 per month for single coverage, up to \$770 per month for employee plus one coverage, or up to \$867 per month for family coverage. In the event that the underlying single insurance premium increases by more than 5% in Year 2 of this policy, the District will increase its contribution to the employee by a sum up to \$50.00; any increase in employer contribution shall~~

~~insulate the employee from premium increases that exceed 5% up to maximum contribution of \$50.00 per employee.~~

6.1.3 The district's contribution may be applied to any plan offered by the district.

~~6.1.4 The additional cost of any premium shall be covered by the employee and paid through payroll deduction.~~

6.1.4 Coverage begins on the date of hire, or as provided by the carrier.

6.1.5 An employee shall continue to be eligible for hospitalization, medical and major medical insurance benefits if the employee is on a medical leave of absence, approved in writing, for a period not to exceed two (2) years. The district shall pay \$100 toward the cost of health insurance for the employee; the period shall not exceed two (2) years.

6.2 **Income Protection Insurance**

The Employer shall pay the full premium for income protection insurance for each employee who is regularly scheduled to work thirty (30) or more hours per week. The premium shall be paid by the employee on an after-tax basis. Such income protection insurance provisions shall be available for employees only if offered by the insurance carrier and then only on the basis of the provisions and coverage the carrier is willing to provide. Coverages and benefits provided shall be, in all cases, governed by the terms and conditions of the insurance carrier. Such income protection insurance provision shall be available for employees over the age of sixty-five (65), only if offered by the insurance carrier and then only based on the provisions and coverage the carrier is willing to provide. The Employer will select the insurance carrier and the insurance policy.

~~This insurance shall be available for full-time employees and equivalent to their annual salary. This insurance will be paid for by each eligible employee on an after-tax basis. The employer will select the insurance carrier.~~

6.3 **Dental Insurance**

The employer shall pay for individual dental coverage for all employees who are eligible for and enrolled in the School District Group Dental Plan. Family dental is available; the difference between family and single shall be borne by the employee.

~~Single coverage is provided for all full-time employees. Family coverage is available and if selected by the employee, the employee must cover the additional cost through payroll deduction.~~

6.4 **Term Life Insurance**

The Employer shall pay for a \$25,000 term life insurance policy, each with a double-indemnity provision in the case of an accidental death for each employee who is regularly scheduled to work thirty (30) or more hours per week. Such life insurance provisions shall be available for employees only based on the provisions and coverage the carrier is willing to provide. Life insurance provisions shall be available for employees over the age of sixty-five (65) only if offered by the insurance carrier and then only based on the provisions and coverage the carrier is willing to provide. The Employer will select the insurance carrier and the policy of the insurance.

6.5 Tax Sheltered Annuity

- 6.5.1** This program is available through the school district for all full-time, full-year and full-time, partial year employees as defined in Section 2.3 of this Handbook. In order to qualify employees must enter into a contract modification on a form provided by the school district payroll department.
- 6.5.2** No contract modifications for the purchase of a tax-sheltered annuity will be accepted for less than \$10.00 per pay period.
- 6.5.3** All full-time employees who enter into a contract modification for this program are eligible to receive a district matching annuity if they meet the following eligibility requirements:
 - 6.5.3.1** Up to one (1) percent match of base earnings after three (3) continuous years of service as a full time, full-year, or full-time, partial year employee as of July 1 of each year.
 - 6.5.3.2** Up to two (2) percent match of base earnings after six (6) continuous years of service as a full time, full-year, or full-time, partial year employee as of July 1 of each year.
 - 6.5.3.3** Up to three (3) percent match of base earnings after ten (10) continuous years of service as a full time, full-year, or full-time, partial year employee as of July 1 of each year.

6.6 Flex-Choice Plan

- 6.6.1** All regularly paid employees are eligible to participate in this plan. Employees may elect to allocate moneys from their salary to be used for the purchase of medical, vision, dental, and dependent care expenses on a pre-tax basis.

7.0 GRIEVANCE PROCEDURE

- 7.1** A grievance shall mean an allegation by an employee resulting in a dispute or disagreement between the employee and employer as to the interpretation or application of terms and conditions of employment as outlined in this document.
- 7.2** If a situation should ever develop where an employee wants to bring a grievance to the attention of management, the following procedure will be used:
 - 7.2.1** Level I Informal Discussion: Before a written grievance is submitted, informal discussions shall take place between the aggrieved party and the supervisor. Through these discussions the parties shall attempt to resolve the problem. If the grievance is not resolved, the employee may request in writing a Level II grievance hearing with the Executive Director.
 - 7.2.2** Level II Executive Director. If the grievance is not resolved through informal discussions between the employee and the Executive Director, the employee may

request in writing a Level III grievance hearing with the Superintendent or the Superintendent's designee.

7.2.3 Level III Superintendent or Designee: If the grievance is not resolved through informal discussions between the employee and the Superintendent of School or the Superintendent's designee, the Superintendent or the Designee shall issue a written decision on the grievance. Said written decision shall be issued within ten (10) days after the informal discussions have terminated.

7.2.4 Level IV School Board. In the event the grievance is not resolved at level III, the decision rendered by the Superintendent may be appealed to the School Board provided such appeal is made in writing within five (5) days after receipt of the decision in level III. If a grievance is properly appealed to the School Board, the School Board shall set forth a time to hear the grievance. Said hearing shall be scheduled within thirty (30) days of receipt of the appeal. Within ten (10) days after the meeting, the School Board shall issue its decision in writing to the parties involved.

8.0 EVENTS FOR PROGRAM MANAGERS

8.1 Program Managers are exempt from receiving overtime pay. The District will continue to work with Program Managers fairly in regards to working important weekend events for Minnetonka Community Education. Therefore, the following procedure is put into place.

8.2 MCE will assign a Saturday or Sunday as part of the normal work week for Program Managers based on seasonal needs for specific programs. When assigning a Saturday or a Sunday, a weekday (Monday through Friday) will be exchanged for the Saturday or Sunday workday within the same week. This schedule will be assigned by MCE Management the ~~Youth Programs Coordinator~~.

8.3 Due to the nature of our program offerings, Program Managers will be assigned to work on weekday evenings, holidays, and weekends.

If the assignment involves five or more hours, the Program Manager will be credited eight hours of floating holiday time for this work. Program Managers that work ten or more hours on the day of Tour de Tonka will be credited 16 hours of floating holiday time.

Program Managers with a seasonal weekend assignment (example: Rec Basketball on Saturday or Sunday) will take an approved weekday off following the weekend in which they worked.

Floating Holiday time may be used per the following criteria:

- a. Program Managers must use the floating holiday time in the fiscal year it was earned, no later than June 30. Floating Holiday(s) not used by June 30 are lost.
- b. No more than two days of Floating Holiday time can be combined to create multiple paid days off.
- c. The Program Manager must have received prior approval by the Program Manager's supervisor for the requested time off.

- d. If the work performed falls within their personal last pay-period of employment, there will be no compensation for a Floating Holiday(s).
- e. If the assignment involves less than five hours work, there will be no Floating Holiday time earned.
- f. This benefit is pro-rated for part-time staff.
- g. The following work assignments may earn Floating Holiday time:
 - a. Youth Triathlon
 - b. Firecracker Run (if the event is managed by MCE)
 - c. Tour de Tonka
 - d. Fall de Tonka
 - e. Recitals
 - f. Finales or East Meets West
 - g. Weekend Basketball
 - h. Ski & Snowboard Club Trips
 - i. Other MCE and School Events (not including those listed above)

~~Program Managers assigned to work on a Saturday or Sunday that is not part of their regular seasonal assignment, or for staff that are assigned a Saturday or Sunday on top of the same weekend when they were already working an assigned Saturday or Sunday, or for staff that may be assigned to work on a Holiday that does not fall on a Saturday or a Sunday, may receive a floating holiday per the following conditions:~~

~~If the assignment involves five or more hours, the Program Manager will be allowed to take one day off (two non-consecutive days if the Program Manager worked ten or more hours for Tour de Tonka on the first Saturday in August) per the following criteria:~~

- a. ~~Program Managers must use the day within 90 days of accumulating the day or before May 31, whichever is a shorter timeframe.~~
- b. ~~No more than two of these days can be combined together to create multiple paid days off.~~
- c. ~~This is in regard to a floating holiday earned from the following work assignments:~~
 - i. ~~Home Remodeling Expo~~
 - ii. ~~Youth Triathlon~~
 - iii. ~~Firecracker~~
 - iv. ~~Tour de Tonka~~
 - v. ~~Fall de Tonka~~
 - vi. ~~Recitals~~
 - vii. ~~Other MCE and School Events (not including those listed above)~~
 - viii. ~~Tournaments~~
 - ix. ~~Finale or East Meets West event~~
 - x. ~~Weekend Basketball~~
- d. ~~The floating holiday(s) must be used in the fiscal year they were earned.~~
- e. ~~Day or days not taken off before May 31 are lost.~~
- f. ~~The date selected to take off by the Program Manager must receive prior approval by the Program Manager's supervisor.~~

- g. ~~If the work performed falls within their personal last pay period there will be no compensation for a floating holiday that may have been lost.~~
- h. ~~If the weekend or event assignment involves less than five hours work, there will be no floating holiday earned.~~
- i. ~~This benefit is pro-rated for part-time staff.~~
- j. ~~If the work falls immediately within the first ten workdays of the Program Manager beginning their work in Minnetonka, there will be no floating holiday benefit.~~

Cross References:

- 401 Equal Employment Opportunities
- 404 Employment Background Checks
- 406 Records of Employees/Policies Regarding Collection, Maintenance and Release Thereof
- 410 Family and Medical Leave Act
- 412 Employee Reimbursement Policy
- 417 Chemical Use Policy
- 418 Tobacco-free Environment
- 424 License Status
- 425 Leave of Absence Without Pay
- 427 Harassment and Violence
- 428 Respectful Workplace
- 431 Wage Rates—Part Time and/or Substitute
- 433 Nepotism

Approved on ~~June 3, 2021~~ June 1, 2023

APPENDIX A: MINIMUM SALARIES FOR MCE PROGRAM MANAGERS

Position	FTE	<u>2021-2023 New Hire Minimum</u>	<u>2023-2025 New Hire Minimum</u>
Adult Program Manager	1	\$48,000	\$50,000
Explorers Manager	1	\$62,000	\$62,500
Music Academy Manager	0.75	\$35,000	\$37,500
Project SOAR Manager (210 days per year) 42-weeks	0.75 0.635	\$28,000	\$31,750
Youth and Adult Program Manager	1	\$48,000	\$50,000
Youth Enrichment Manager	1	\$48,000	\$50,000
Youth Recreation Manager	1	\$48,000	\$50,000

APPENDIX B: EXPLORERS EMPLOYEES MINIMUM HOURLY RATES

Position	Minimum Rates			
	July 1, 2021	Aug 1, 2022	July 1, 2023	July 1, 2024
Student Assistants 15 yrs old	\$9.25	<u>\$11.00</u>	<u>\$11.35</u>	<u>\$11.70</u>
High School Assistants 16+ yrs old	\$10.50	<u>\$13.00</u>	<u>\$13.40</u>	<u>\$13.80</u>
Program Aide	N/A	<u>\$15.00</u>	<u>\$15.45</u>	<u>\$15.90</u>
Program Assistants	\$15.00	<u>\$17.00</u>	<u>\$17.50</u>	<u>\$18.00</u>
Program Leaders	\$17.00	<u>\$19.00</u>	<u>\$19.55</u>	<u>\$20.10</u>
Behavior Assistant	\$17.50	<u>\$19.50</u>	<u>\$20.10</u>	<u>\$20.70</u>
Assistant Site Supervisor <u>K-5</u>	\$19.00	<u>\$21.00</u>	<u>\$21.65</u>	<u>\$22.30</u>
Assistant Site Supervisor <u>for Juniors</u>	\$21.50	<u>\$23.00</u>	<u>\$23.70</u>	<u>\$24.40</u>
Program Specialist	\$20.00	<u>\$21.50</u>	<u>\$22.15</u>	<u>\$22.80</u>
Lead Juniors Instructor	\$20.50	<u>\$22.00</u>	<u>\$22.65</u>	<u>\$23.30</u>
Site Supervisor	\$22.25	<u>\$24.00</u>	<u>\$24.70</u>	<u>\$25.40</u>

- Explorers staff working a split shift are paid an additional 55 cents per hour.
- Explorers staff are required to complete annual professional development hours. The professional development schedule must be pre-approved by the program coordinator or program manager. Employees will be paid at their regular rate of pay for professional development hours. Full-time employees must complete the professional development hours within their regularly scheduled work hours. Individuals required to complete training hours must have these hours approved by the program manager and will be paid \$10.08 per hour for training hours that occur outside their normal work schedule.

APPENDIX C: MINNETONKA COMMUNITY EDUCATION MINIMUM WAGE RATES FOR 2021-23

Positions	Class	Minimum Rate
Student Program Assistants	A	\$ 9.37
Student Coaching Assistants and Gymnastics Student Coaching Assistants I	B	\$ 9.94
<i>No positions currently assigned to this class</i>	C	\$ 10.53
<i>No positions currently assigned to this class</i>	D	\$ 11.16
Gymnastics Student Coaching Assistants II	E	\$ 11.83
<i>No positions currently assigned to this class</i>	F	\$ 12.54
Field/Gym Supervisors I, Summer Rec Instructors, Referee 1 (per game), Adult and Youth Program Assistants, Coaching Assistants	G	\$ 13.30
Referee 2 (per game)	H	\$ 14.09
<i>No positions currently assigned to this class</i>	I	\$ 14.94
Program Supervisors, Field/Gym Supervisors II, Building Supervisors	J	\$ 15.84
T-Ball & Tennis Instructors, Adult & Youth Program Instructors I, Behavior Assistant, Gymnastics Coaches I	K	\$ 16.79
Destination Imagination, First Aid Instructors, Aquatics CPR Instructors, and Quest Instructors, Tennis Instructors II	L	\$ 17.79
Program Supervisors, Summer Rec Supervisor	M	\$ 18.86
Adult & Youth Instructors II, Gymnastics Coaches II, Referee III	N	\$ 19.99
Tutors, Screening Instructors	O	\$ 21.19
Adult & Youth Instructors III	P	\$ 22.46
Gymnastics Coaches III	Q	\$ 23.81
Behavior Specialist	R	\$ 25.24
<i>No positions currently assigned to this class</i>	S	\$ 26.75
ABE Instructors, Music Instructors I, and Tutors (teacher license), MCE CPR Instructors	T	\$ 28.36
Youth Instructor IV	U	\$ 30.06
Gymnastics Manager, Music Instructors II, Tutor III	V	\$ 31.86
Computer Instructors	W	\$ 33.78
<i>No positions currently assigned to this class</i>	X	\$ 35.80

APPENDIX C: MINNETONKA COMMUNITY EDUCATION MINIMUM WAGE RATES FOR 2023-2025

Positions	Minimum Rate for 2023-2025
<u>Student Program Assistants & Coaching Assistants (under age 16)</u>	<u>\$11.00</u>
<u>Gymnastics Student Coach (under age 16)</u>	<u>\$11.83</u>
<u>Student Field/Gym Supervisors, Student Program Assistants & Coaching Assistants (age 16+)</u>	<u>\$14.00</u>
<u>High School Student Referee per game</u>	<u>\$15.00</u>
<u>Gymnastics Student Coach (age 16+)</u>	<u>\$15.84</u>
<u>Building/Field/Gym Supervisor (adult)</u>	<u>\$18.00</u>
<u>Adult & Youth Program Instructors I</u>	<u>\$18.50</u>
<u>Alone at Home/First Aid Instructors, Quest Counselors</u>	<u>\$19.00</u>
<u>Adult & Youth Instructors II, Gymnastics Coach I (adult), Program Supervisor, Summer Rec Supervisor, Student Support Assistant</u>	<u>\$20.00</u>
<u>Tennis Instructors</u>	<u>\$21.00</u>
<u>Tutor I and Early Childhood Screener</u>	<u>\$22.00</u>
<u>Adult & Youth Instructors III, Quest Supervisor</u>	<u>\$23.00</u>
<u>Gymnastics Coaches II (adult)</u>	<u>\$23.81</u>
<u>Referee per game (adult)</u>	<u>\$25.00</u>
<u>ABE Instructors, Music Instructors I, and Tutor II (teacher license), MCE CPR Instructors</u>	<u>\$28.36</u>
<u>Youth Instructor IV</u>	<u>\$31.00</u>
<u>Gymnastics Manager, Music Instructors II, Tutor III (teacher license with Master degree)</u>	<u>\$31.86</u>
<u>Computer Instructors</u>	<u>\$34.00</u>

APPENDIX D: 2021-2023 MINNETONKA AQUATICS PAY SCHEDULES

Hourly Positions	Step 1	Step 2	Step 3	Step 4
Aquatics Building Supervisor	\$ 11.00	\$ 11.25	\$ 11.50	\$ 11.75
LIFEGUARD SERVICES				
Lifeguard	\$ 12.00	\$ 12.25	\$ 12.50	\$ 12.75
Lead Lifeguard	\$ 13.50	\$ 13.75	\$ 14.00	\$ 14.25
Beach Supervisor	\$ 16.25	\$ 16.75	\$ 17.25	\$ 17.50
Lifeguard Training Instructor & Coordinator	\$ 17.75	\$ 18.25	\$ 18.50	\$ 19.00
Beach Services Program Coordinator	\$ 17.75	\$ 18.25	\$ 18.50	\$ 19.00
REC PROGRAMS				
Rec Team Coach	\$ 13.00	\$ 13.25	\$ 13.50	\$ 13.75
Assistant Diving Instructor	\$ 12.00	\$ 12.25	\$ 12.50	\$ 12.75
Swim Instructors	\$ 12.00	\$ 12.25	\$ 12.50	\$ 12.75
On Deck Coordinator	\$ 14.00	\$ 14.25	\$ 14.50	\$ 14.75
Lead Diving Instructor	\$ 14.00	\$ 14.25	\$ 14.50	\$ 14.75
COMPETITIVE SWIM PROGRAMS				
Assistant Swim Club Coach	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00
Group Lead Swim Club Coach	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.00
Masters Coach	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50
SALARIED POSITION				
	Minimum			
<i>No position currently assigned</i>				

The following amendments to Appendix D were approved on April 13, 2023:

APPENDIX D: 2021-2023 MINNETONKA AQUATICS PAY SCHEDULES

LIFEGUARD SERVICES	CURRENT				EFFECTIVE 5/1/2023			
	Step 1	Step 2	Step 3	Step 4	Step 1	Step 2	Step 3	Step 4
Lifeguard	\$14.00	\$14.25	\$14.50	\$14.75	\$16.50	\$16.75	\$17.00	\$17.25
Lead Lifeguard	\$15.50	\$16.00	\$16.50	\$17.00	\$18.00	\$18.50	\$19.00	\$19.50
Beach Supervisor	\$17.50	\$18.00	\$18.50	\$19.00	\$20.00	\$20.50	\$21.00	\$21.50
Lifeguard Training Instructor & Coordinator	\$18.75	\$19.25	\$19.75	\$20.25	\$21.00	\$21.50	\$22.00	\$22.50
Beach Services Program Coordinator	\$18.75	\$19.25	\$19.75	\$20.25	\$21.00	\$21.50	\$22.00	\$22.50

APPENDIX D: 2023-2025 MINNETONKA AQUATICS PAY SCHEDULES

Hourly Positions	Step 1	Step 2	Step 3	Step 4
Aquatics Building Supervisor	\$ 11.00	\$ 11.25	\$ 11.50	\$ 11.75
LIFEGUARD SERVICES (Rates effective 5/1/2023)				
Pool Lifeguard	\$15.00	\$15.50	\$16.00	\$16.50
Beach Lifeguard	\$16.50	\$16.75	\$17.00	\$17.25
Lead Lifeguard	\$18.00	\$18.50	\$19.00	\$19.50
Beach Supervisor	\$20.00	\$20.50	\$21.00	\$21.50
Lifeguard Training Instructor & Coordinator	\$21.00	\$21.50	\$22.00	\$22.50
Beach Services Program Coordinator	\$21.00	\$21.50	\$22.00	\$22.50
REC PROGRAMS				
Rec Team Coach	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75
Assistant Diving Instructor	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75
Swim Instructors	\$ 15.00	\$ 15.25	\$ 15.50	\$ 15.75
On Deck Coordinator	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50
Lead Diving Instructor	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50
COMPETITIVE SWIM PROGRAMS				
Assistant Swim Club Coach	\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50
Group Lead Swim Club Coach	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.00
Junior Coach	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50
Masters Coach	\$ 22.00	\$ 22.50	\$ 23.00	\$ 23.50
SALARIED POSITION	Minimum			

CONSENT

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

Board Agenda Item XV. q

Title: Approval of Lease Purchase of Apple iPads for Grades K-3

June 1, 2023

EXECUTIVE SUMMARY

In June 2020, the District lease-purchased iPads for Grades K-3 to enable distance learning during the COVID-19 Pandemic. Since school operations have returned to normal, the K-3 iPads obtained in 2020 have continued to be used for important parts of the in-person curriculum delivery to K-3 students.

At this time, it is prudent to replace those 2020 iPads with 2023 models to ensure the District will be able to deliver the most current software over the next three years.

It is proposed that the District lease-purchase 3,750 iPads and associated Apple Pencils and support.

The principal amount of the 3-year lease purchase is \$1,214,420.10. Apple Financing is financing this lease purchase at a rate of 0.7481%. The price per unit is \$323.85.

The payment schedule for the lease purchase is:

\$410,878.45 on 07/05/24

\$410,878.47 on 07/05/25

\$410,878.47 on 07/05/26

Total interest paid will be \$18,215.29 over the three years of the lease purchase.

Payments are funded out of the Capital Projects Referendum Fund.

The District will be selling the Vintage 2000 iPads on the open market in June 2023. Those iPads are estimated to have residual value in the range of \$115-\$125. The proceeds from that sale are estimated to be in the range of \$360,000-\$390,000, which will have the effect of offsetting the final payment on the new iPads.

ATTACHMENTS

Apple iPad Lease Purchase Documents

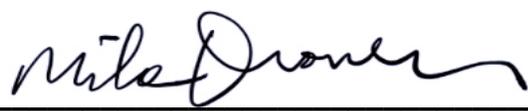
RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve the Three-Year Lease Purchase of 3,750 Apple iPads for Grades K-3 in the amount of \$1,214,420.10 and authorize District Administration to execute the necessary documents to complete the Lease Purchase Financing document with Apple, Inc.

RECOMMENDED MOTION

BE IT RESOLVED, that the School Board of Minnetonka Independent School District 276 does hereby approve the Three-Year Lease Purchase of 3,750 Apple iPads for Grades K-3 in the amount of \$1,214,420.10 and authorizes District Administration to execute the necessary documents to complete the Lease Purchase Financing document with Apple, Inc.

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

Submitted by: 
Mike Dronen, Executive Director of Technology

Concurrence: 
David Law, Superintendent

EXHIBIT A

Schedule No. 4 Dated July 5 2023 to Master Lease Purchase Agreement Dated July 1 2018

This Schedule No. 4 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated July 1 2018 ("Master Lease"), and is effective as of July 5 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
	7/5/2023					\$1,214,420.10
1	7/5/2024	\$410,878.45	\$9,085.08	\$401,793.37	\$828,879.26	\$812,626.73
2	7/5/2025	\$410,878.47	\$6,079.26	\$404,799.21	\$415,984.07	\$407,827.51
3	7/5/2026	\$410,878.47	\$3,050.96	\$407,827.51	\$0.00	\$0.00
Totals:		\$1,232,635.39	\$18,215.29	\$1,214,420.10	Rate 0.7481%	

Lessee acknowledges that the discounted purchase price for the Lease is \$1,196,561.41 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 1.5000% 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: July 5 2023

LESSOR: **APPLE INC.**

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

SIGNATURE: X _____

SIGNATURE: X _____

NAME / TITLE: X _____

Paul Bourgeois
NAME / TITLE: X Executive Director of Finance & Operations

DATE: X _____

DATE: X June 1, 2023

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 4
under Master Lease Purchase Agreement dated July 1 2018

#	Product Description	Qty
1	10.2-inch iPad Wi-Fi 64GB – Space Gray (Packaged in a 10- pack) Part Number MK2Y3LL/A	3,750
2	STM Dux Plus Duo for 10.2-inch iPad (7th, 8th, and 9th generation) with built-in holder for Apple Pencil – Blue – Special 10-pack pricing (includes quantity 10 HNZ92ZM/A) Part Number BQBA2LL/A STM Dux Plus Duo for 10.2-inch iPad (7th, 8th, and 9th generation) with built-in holder for Apple Pencil – Blue Part Number: HNZ92ZM/A Quantity: 3,750	375
3	AppleCare OS Support – Select (1 Year) Part Number D6602ZM/A	1
4	Apple Professional Learning Virtual Support: Leadership Coaching (Prepaid Offering) Part Number D7862LL/A	6
5	Apple Professional Learning Two Day Prepaid Offering Part Number D2460LL/B	2

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

EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: Schedule No. 4, dated July 5 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: _____

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

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 _____
Paul Bourgeois

Printed Name/Title: X Executive Director of Finance & Operations

Date: X June 1, 2023

FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)

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

Signature: X _____
Paul Bourgeois

Printed Name/Title: X Executive Director of Finance & Operations

Date: X June 1, 2023

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

EXHIBIT C

RESOLUTION NO. 060123-XI 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. 4 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Independent School District No. 276 (the "School District"), is authorized by the laws of the state of 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. 4 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. 4 to the Master Lease in an amount not to exceed \$1,214,420.10 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 [GOVERNING BODY] ON [DATE OF RESOLUTION].

Signatory

Attest: _____

District Clerk

EXHIBIT D

BANK QUALIFIED DESIGNATION

Schedule No. 4 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 July 5 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 June 1, 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.

Information Return for Tax-Exempt Governmental Bonds

Ref 103662

Department of the Treasury
Internal Revenue Service

► Under Internal Revenue Code section 149(e)
► See separate instructions.

OMB No. 1545-0047

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 Independent School District No. 276		2 Issuer's employer identification number (EIN) 41-6001402
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions) Paul Bourgeois, Executive Director of Finance & Operations		3b Telephone number of other person shown on 3a 952-401-5000
4 Number and street (or P.O. box if mail is not delivered to street address) 5621 County Road 101	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Minnetonka, MN 55345		7 Date of issue July 5, 2023
8 Name of issue Schedule No. 4 dated July 5, 2023 to Master Lease Purchase Agreement dated July 1, 2018		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information Paul Bourgeois, Executive Director of Finance & Operations		10b Telephone number of officer or other employee shown on 10a 952-401-5000

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.	
11 Education	11 \$1,196,561.41
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	July 5, 2026	\$ 1,196,561.41	\$ N/A	3 years	1.5000 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)	
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 <input type="checkbox"/> 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		<input type="checkbox"/>
40	If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box		<input type="checkbox"/>
41a	If the issuer has identified a hedge, check here <input type="checkbox"/> 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		<input type="checkbox"/>
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		<input type="checkbox"/>
44	If the issuer has established written procedures to monitor the requirements of section 148, check box		<input type="checkbox"/>
45a	If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> 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.

_____ Signature of issuer's authorized representative	_____ Date	Paul Bourgeois Executive Director of Finance & Operations Type or print name and title
--	---------------	--

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> 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. 4, 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 County Road 101

Mail invoices to the attention of: Paul Bourgeois
 Phone (612) 240-5997
 Fax (952) 401-5032
 Email: paul.bourgeois@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 week Approval: 1 week Checks: 1 week

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

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

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

SIGNATURE: Paul Bourgeois

NAME / TITLE: Executive Director of Finance & Operations

DATE: June 1, 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).

EXHIBIT G

INCUMBENCY CERTIFICATE

Schedule No. 4 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** Lisa Wagner, School Board Chair

Date: **X** June 1, 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.)

ELECTRONIC SIGNATURE ADDENDUM

MASTER LEASE PURCHASE AGREEMENT DATED AS OF July 1 2018

RECITALS

WHEREAS, Lessee and Lessor desire accept electronic signatures for the purposes of executing and delivering Leases under the Master Lease;

NOW THEREFORE,

1. Definitions. Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Master Lease. As used in this Addendum, "Master Lease" shall mean the Master Lease Purchase Agreement between Lessee and Lessor, as described above.

2. Electronic Signatures. "Electronic Signature" means any electronic symbol or process attached to or logically associated with a document sent by electronic transmission and executed and adopted by a party with the intent to sign such record, including electronic stamps, facsimile or e-mail electronic signatures. Lessee and Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party. The parties agree that the transmission from one party to the other of a Document containing such parties Electronic Signature shall constitute evidence of its intent to sign such record. "Document" means the Master Lease, a Schedule, Exhibit, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document").

Notwithstanding anything to the contrary in this Master Lease, Lessee and Lessor both intend that Documents containing the Electronic Signature of the Lessee and/or Lessor or when manually countersigned or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence).

3. Effective Date. This Addendum is executed to be effective as of July 5 2023.

4. Ratification of Master Lease. All other terms and conditions of the Master Lease not expressly modified hereby remain in full force and effect and are hereby ratified by the parties.

IN WITNESS WHEREOF, Lessee and Lessor have each caused this Addendum to be duly executed and delivered as of July 5 2023.

LESSOR:

APPLE INC.

By: _____

Name: _____

Title: _____

LESSEE:

INDEPENDENT SCHOOL DISTRICT NO. 276

By: _____

Name: Paul Bourgeois

Title: Executive Director of Finance & Operations



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. 276 ("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.

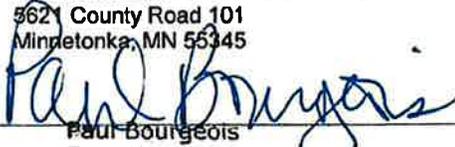
25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

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: 
David Rogan
TITLE: www AFS Senior Director
Apple Inc.

LESSEE: INDEPENDENT SCHOOL DISTRICT NO. 276

3621 County Road 101
Minnetonka, MN 55345
BY: 
Paul Bourgeois
TITLE: Executive Director of Finance & Operations
FED TAX ID#: 41-6001402

CONSENT

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

Board Agenda Item XV. r

**Title: Authorization of Sale of 2023B General Obligation
Long Term Facilities Maintenance Bonds**

Date: June 1, 2023

EXECUTIVE SUMMARY:

Minnetonka Independent School District 276 maintains a rolling 10-Year Long Term Facility Maintenance Plan to keep the District's over 1.8 million square feet of buildings and 259 acres of outdoor facilities in a state of good repair. The FY24-FY33 Long Term Facilities Maintenance Plan approved by the School Board at the April 13, 2023 School Board Meeting includes \$10,785,000 in necessary projects for Fiscal Year 2025 (FY25), which begins on July 1, 2024. The majority of the FY25 projects will be competed in summer 2024 in the period when school is not in session from approximately June 15 through August 15. Projects for summer 2024 work will be in the design and bid process in August, September and October in order to obtain the most favorable bid pricing. That timing also allows for the winning vendors to line up and stock pile any materials needed for the work to be performed in the approximately 2-month construction window of summer 2024, as well as get permits from the local municipalities well in advance of the start of work.

The Minnesota Department of Education will review the 10-Year Plan in late June 2021 as required by statute and will issue the Commissioner's Approval Letter as required by Statue prior to the issuance of \$10,785,000 in bonds for the FY25 projects.

Authorization is being requested to sell the \$10,875,000 in bonds at this time. Once authorized, the bonds will be sold in late August after the MDE approval, with approval of the sale terms at the September 7, 2023, School Board Meeting, which is in time for inclusion of the bond payments in the 23 Pay 24 Preliminary Levy.

The authorizing resolution for the 2023B General Obligation Long Term Facilities Maintenance Bonds was written by the District's bond counsel Dorsey & Whitney.

ATTACHMENTS:

RESOLUTION RELATING TO \$10,785,000 GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS, SERIES 2023B; STATING OFFICIAL INTENT TO PROCEED WITH, AUTHORIZING THE ISSUANCE AND AUTHORIZING THE SUPERINTENDENT OR EXECUTIVE DIRECTOR OF FINANCE AND OPERATIONS AND ANY BOARD OFFICER TO AWARD THE SALE THEREOF AND TO TAKE SUCH ACTION AND EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH SAID AWARD AND SALE, AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve the Authorizing Resolution as prepared by Dorsey & Whitney.

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

Concurrence: David Law
David Law, Superintendent

CERTIFICATION OF MINUTES RELATING TO
\$10,785,000 GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS, SERIES 2023B

Issuer: Independent School District No. 276 (Minnetonka), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held on June 1, 2023 at 7:00 p.m. at the School District offices in Minnetonka, Minnesota.

Members present:

Members absent:

Documents attached:

Minutes of said meeting (including):

RESOLUTION RELATING TO \$10,785,000 GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS, SERIES 2023B; STATING OFFICIAL INTENT TO PROCEED WITH, AUTHORIZING THE ISSUANCE AND AUTHORIZING THE SUPERINTENDENT OR EXECUTIVE DIRECTOR OF FINANCE AND OPERATIONS AND ANY BOARD OFFICER TO AWARD THE SALE THEREOF AND TO TAKE SUCH ACTION AND EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH SAID AWARD AND SALE, AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

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

WITNESS my hand officially as such recording officer on this 1st day of June, 2023.

School District Deputy Clerk

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

RESOLUTION RELATING TO \$10,785,000 GENERAL OBLIGATION FACILITIES MAINTENANCE BONDS, SERIES 2023B; STATING OFFICIAL INTENT TO PROCEED WITH, AUTHORIZING THE ISSUANCE AND AUTHORIZING THE SUPERINTENDENT OR EXECUTIVE DIRECTOR OF FINANCE AND OPERATIONS AND ANY BOARD OFFICER TO AWARD THE SALE THEREOF AND TO TAKE SUCH ACTION AND EXECUTE ALL DOCUMENTS NECESSARY TO ACCOMPLISH SAID AWARD AND SALE, AND ESTABLISHING COMPLIANCE WITH REIMBURSEMENT BOND REGULATIONS UNDER THE INTERNAL REVENUE CODE

BE IT RESOLVED by the School Board (the Board) of Independent School District No. 276 (Minnetonka), Minnesota (the District), as follows:

SECTION 1. AUTHORIZATION AND DISTRICT INDEBTEDNESS. The District is authorized, pursuant to Minnesota Statutes, Chapter 475 and Section 123B.595, to borrow money by the issuance of its general obligation facilities maintenance bonds. This Board hereby authorizes the issuance and sale of its General Obligation Facilities Maintenance Bonds, Series 2023B in an aggregate principal amount not to exceed \$10,785,000 (the Bonds). The proceeds of the Bonds will be used to finance roofing replacement, paving replacement, mechanical systems replacement, cabinetry replacement and various other long term capital maintenance replacement items (collectively, the Project) as described in the District's approved ten-year facility plan (the Facility Plan). Pursuant to the provisions of Minnesota Statutes, Sections 123B.595, subdivision 5 it is hereby determined that the total amount of District indebtedness as of June 2, 2023 is \$110,535,000.

SECTION 2. APPROVAL BY COMMISSIONER OF EDUCATION OF THE STATE OF MINNESOTA. The Facility Plan will be submitted to the Commissioner of the Department of Education of the State of Minnesota (the Commissioner) as required by Minnesota Statutes, Section 123B.595, subdivision 5. The submission of the Facility Plan and request for approval are hereby authorized, ratified and approved in all respects. The sale and issuance of the Bonds is contingent upon the Commissioner's approval of the Facility Plan.

SECTION 3. NOTICE PUBLICATION. The Clerk is authorized and directed to cause notice of the intended projects, the amount of Bonds, and the total amount of the District's indebtedness to be published in the District's official newspaper.

SECTION 4. APPROVAL OF SALE OF THE BONDS. The Board desires to proceed with the sale of Bonds by direct negotiation to Robert W. Baird & Co. Incorporated, in Milwaukee, Wisconsin (Baird). The Superintendent or Executive Director of Finance and Operations and any Board officer are hereby authorized to approve the sale of the Bonds in an aggregate principal amount not to exceed \$10,785,000 and to execute a bond purchase agreement for the purchase of the Bonds with Baird, provided that the true interest cost does not exceed 6.00%.

SECTION 5. ADOPTION OF APPROVING RESOLUTIONS. Upon approval of the sale of the Bonds by the Superintendent or Executive Director of Finance and Operations and any Board officer, the Board will take action at an upcoming regularly scheduled or special meeting to adopt the necessary approving resolutions as prepared by the District's bond counsel.

SECTION 6. STATE CREDIT ENHANCEMENT PROGRAM. (a) The District hereby covenants and obligates itself to notify the Commissioner of a potential default in the payment of principal and interest on the Bonds and to use the provisions of Minnesota Statutes, Section 126C.55 to guarantee payment of the principal and interest on the Bonds when due. The District further covenants to deposit with the Registrar or any successor paying agent three (3) days prior to the date on which a payment is due an amount sufficient to make that payment or to notify the Commissioner that it will be unable to make all or a portion of that payment. The Registrar for the Bonds is authorized and directed to notify the Commissioner if it becomes aware of a potential default in the payment of principal or interest on the Bonds or if, on the day two (2) business days prior to the date a payment is due on the Bonds, there are insufficient funds to make that payment on deposit with the Registrar. The District understands that as a result of its covenant to be bound by the provision of Minnesota Statutes, Section 126C.55, the provisions of that section shall be binding as long as any Bonds of this issue remain outstanding.

(b) The District further covenants to comply with all procedures now and hereafter established by the Departments of Management and Budget and Education of the State of Minnesota pursuant to Minnesota Statutes, Section 126C.55, subdivision 2(c) and otherwise to take such actions as necessary to comply with that section. The Chair, Vice Chair, Deputy Clerk, Superintendent or Executive Director of Finance and Operations is authorized to execute any applicable Minnesota Department of Education forms.

SECTION 7. OFFICIAL STATEMENT. Baird is authorized to prepare and distribute an Official Statement related to the sale of the Bonds.

SECTION 8. REIMBURSEMENT. (a) (i) The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the Regulations) dealing with the issuance of tax-exempt obligations all or a portion of the proceeds of which are to be used to reimburse the District for Project expenditures made by the District prior to the date of issuance (the Reimbursement Obligations).

(ii) The Regulations generally require that the District make a declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued series of tax-exempt obligations within 60 days after payment of the expenditures, that such obligations be issued and the reimbursement allocation be made from the proceeds of such obligations within the reimbursement period (as defined in the Regulations), and that the expenditures reimbursed be capital expenditures or costs of issuance of the obligations.

(iii) The District desires to comply with requirements of the Regulations with respect to the Project.

(b) (i) The District proposes to undertake Project and to make original expenditures with respect thereto prior to the issuance of Reimbursement Obligations, and reasonably expects to issue Reimbursement Obligations for such project in the maximum principal amounts shown below:

<u>Project</u>	<u>Maximum Amount of Obligations Expected to be Issued for Project</u>
Roofing replacement, paving replacement, mechanical systems replacement, cabinetry replacement and various other long term capital maintenance replacement items.	\$10,785,000

(ii) Other than (i) de minimis amounts permitted to be reimbursed pursuant to Section 1.150-2(f)(1) of the Regulations or (ii) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, the District will not seek reimbursement for any original expenditures with respect to the foregoing Project paid more than 60 days prior to the date of adoption of this resolution. All original expenditures for which reimbursement is sought will be capital expenditures or costs of issuance of the Reimbursement Obligations.

(c) As of the date hereof, there are no District funds reserved, pledged, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, pledged, allocated on a long term basis or otherwise set aside) to provide permanent financing for the original expenditures related to the Project other than pursuant to the issuance of the Reimbursement Obligations. Consequently, it is not expected that the issuance of the Reimbursement Obligations will result in the creation of any replacement proceeds.

(d) The District's Executive Director of Finance and Operations shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the Reimbursement Obligations to reimburse the source of temporary financing used by the District to make payment of the original expenditures relating to the Project. Each reimbursement allocation shall be made not later than (i) eighteen (18) months after the date of the original expenditure or (ii) eighteen (18) months after the date the Project is placed in service or abandoned (but in no event later than three (3) years after the original expenditure is paid) and shall be evidenced by an entry on the official books and records of the District maintained for the Reimbursement Obligations and shall specifically identify the original expenditures being reimbursed.

SECTION 9. EXPIRATION OF AUTHORITY. If the Superintendent or Executive Director of Finance and Operations and any Board officer have not approved the sale of the Bonds to Baird and executed the related bond purchase agreement by December 31, 2023, this resolution shall expire.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted