

## SCHOOL BOARD MEETING

Minnetonka I.S.D. #276

5621 County Road 101

Minnetonka, Minnesota

[www.minnetonkaschools.org](http://www.minnetonkaschools.org)

May 6, 2021

*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)

- 6:30 Recognitions: the Minnesota Aspirations in Computing Award Honorees; the Math Team State Qualifiers; the State and International Science and Engineering Fair Qualifiers (High School and Middle School); the Wrestling State Qualifiers; the Girls Hockey State Qualifiers; and the DSC Honored Artists from the Elementary Schools
- 7:00 I. Call to Order
- II. Pledge to the Flag
- III. Adoption of the Agenda
- 7:02 IV. School Report: Clear Springs
- 7:25 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 at the end of this agenda.
- 7:35 VI. Preview of Celebration of Excellence
- 7:40 VII. Approval of Full Funding Resolution
- 7:50 VIII. Report on e-Learning Interest
- 8:05 IX. Second Reading and/or Adoption of Policy #103: Complaints
- 8:25 X. Second Reading and/or Adoption of Policy #426: Shared Positions Authorization and Conditions
- 8:40 XI. Approval of Apple iPad Lease Purchase
- 8:55 XII. Adoption of Ten Year Long Term Facilities Maintenance Plan

- 9:15 XIII. Report on Teachers Achieving Continuing Contract Status
- 9:25 XIV. Approval of Non-Renewal
- 9:30 XV. CONSENT AGENDA
  - a. Minutes of April 8 Regular Meeting and Closed Session
  - b. Study Session Summary of April 19, 2021
  - c. Payment of Bills
  - d. Recommended Personnel Items
  - e. Gifts and Donations
  - f. Electronic Fund Transfers
  - g. Approval of Individual Contracts
  - h. Approval of Individual Pay Changes
  - i. Approval of Policy #432: Confidential Support Staff
- 9:31 XVI. Board Reports
- 9:35 XVII. Superintendent's Report
- 9:37 XVIII. Announcements
- 9:38 XIX. Adjournment

#### GUIDELINES FOR COMMUNITY COMMENTS

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

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

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

**REPORT**

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

**Board Agenda Item IV.**

**Title: School Report: Clear Springs**

**Date: May 6, 2021**

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**EXECUTIVE SUMMARY**

Two years ago, Clear Springs staff reported on their work in the area of building empathy. This year, Clear Springs Principal Curt Carpenter and members of his staff will update the School Board on those efforts in a presentation entitled, "We Are Clear Springs: 2020-21 Special Edition."

**Submitted by:** \_\_\_\_\_



Dennis Peterson, Superintendent

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

**Board Agenda Item VI.**

**Title: Preview of Celebration of Excellence**

**Date: May 6, 2021**

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**OVERVIEW**

Minnetonka's Annual Celebration of Excellence will be held on Thursday, May 13, 2021. This event honors adults who represent the many excellent child-centered employees and volunteers serving our children every day.

The public is invited to join this celebration via livestream. The program begins at 7:00 p.m., and a link will be shared on the district website, social media channels and through emails to families and staff. The 'live' event takes place at the Arts Center on 7 at Minnetonka High School, but due to COVID-19 spacing restrictions, only the award honorees will be present, along with a few additional invited guests.

In addition to years of service and employee awards, the evening includes announcements of the Charlie Parnell Award for Excellence in Special Education, the Bradley G. Board Award for Excellence in Elementary Education and the Joyce Gustafson Memorial Award.

It concludes with the District's selection of an elementary teacher and a secondary teacher who will serve as Minnetonka Schools' nominees for Minnesota Teacher of the Year.

At the School Board meeting, we will share a short preview video of the upcoming event.

We'd like to thank the Minnetonka Public Schools Foundation, the Parnell Family, Brad Board and the Excelsior-Lake Minnetonka Rotary for their generous sponsorship of the named awards.

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**RECOMMENDATION/FUTURE DIRECTION:**

This report is submitted for the School Board's information.

**Submitted by:**

  
\_\_\_\_\_  
JacQui Getty, Executive Director of Communications

**Concurrence:**

  
\_\_\_\_\_  
Dennis L. Peterson, Superintendent



**Please join us virtually on Thursday, May 13 to Celebrate Child-Centered Excellence.**

#### **Employee Awards for Child-Centered Excellence**

Annie Lumbar Bendson, Health Services Coordinator, Districtwide  
Jason Schuneman, Building Engineer, Minnewashta Elementary  
Maura Marko, Attendance Office Assistant, Minnetonka High School  
Cindy Crawford, IT Helpdesk Assistant  
Dalton Kite, IT Helpdesk Assistant and Database Support Technician, Districtwide  
Molly Bahneman, Explorers Program Manager, Minnetonka Community Education  
Cody Hallahan, Explorers Site Supervisor, Minnetonka Community Education  
Dave Bierly, Counselor and Counseling Department Chair, Minnetonka High School  
Marvin York, Paraprofessional, Groveland Elementary  
Samantha Vollmer, Paraprofessional, Minnetonka Middle School West  
Doug Reitan, Cook, Minnetonka High School

#### **Child-Centered Excellence in Teaching Awards**

Jonathan Westmeyer, Math Teacher, Minnetonka Middle School West  
Rebecca MacDougal, Grade 6 Teacher, Minnetonka Middle School East  
Kristyn Roman, ESL Teacher, Minnetonka High School  
Matt Breen, Math Teacher & Teacher on Special Assignment, Minnetonka High School  
David Wicklund, Teacher on Special Assignment, Clear Springs Elementary  
Nicole Bailey, Grade 2 Teacher, Deephaven Elementary  
Keri Buisman, English Language Arts Teacher, Groveland Elementary  
Jean Saboe, Grade 2 Teacher, Excelsior Elementary  
Mabel Crandell, Reading Teacher, Spanish Immersion, Minnewashta Elementary  
Diane Daniels, Navigator Teacher, Scenic Heights Elementary  
Maria Johnson, ECFE/Preschool Teacher, Minnetonka Community Education

#### **Child-Centered Excellence for Teaching E-learners Awards**

Diana Ortiz, Grade 4 Teacher, Spanish Immersion (ELEMENTARY SCHOOLS AWARD)  
Anne Strong, Grade 7 Teacher, (SECONDARY SCHOOLS AWARD)

#### **Excellence in Team Collaboration Award**

The Check and Connect Morning Show  
(This group includes the following e-learning teachers from MMW and MME: Michael Anderson, Josh Bakke, Else Goll, Sarah Gutierrez, Mo Haskamp, Jen Hazen, Amanda Leddy, Jim Malewig, Meghan Mullen, Katie Nelson, Tara Raisanen, Anna Schoeneberger, Katie Schulz, Anne Strong, Tyler Thiel, Rebecca Walling, Michael White and Courtney Ziebarth).

### **Minnetonka Community Education Awards**

Business Partner of the Year Award- Schmitt Music  
Adult Programs Award of the Year- Connie Heuer  
ECFE Award of the Year- Tim Byrne  
Youth Programs Award of the Year- Bonnie Voss

### **VANTAGE Gold Partners**

Ann Senn  
David Stillman  
Chris Woodbury and Best Buy

### **Spinnaker Awards**

Mike Max- volunteer  
Veda Pai-Panandiker- volunteer  
Wayne Peterson- volunteer  
Cathy Rude- volunteer  
Amy Vohs- volunteer

### **Bradley G. Board Award for Excellence in Elementary Education**

Rachel Norton, Grade 2 Teacher, Deephaven Elementary

### **Charlie Parnell Memorial Awards for Excellence in Special Education**

To be announced prior to the event

### **Joyce Gustafson Memorial Award**

Ali Alowonle, Navigator Teacher, Excelsior Elementary

### **To be announced at the event:**

2022 MN Teacher of the Year Nominees

We will also honor those employees celebrating their 20, 25, 30, and 35 Years of Service with Minnetonka Schools.

**APPROVAL**

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

**Board Agenda Item VII.**

**Title: Approval of Full-Funding Resolution**

**Date: May 6, 2021**

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**EXECUTIVE SUMMARY:**

Many organizations throughout the State are considering adoption of the attached resolution to present to the Legislature and Governor. The attached resolution has been reviewed by the Board and is recommended for adoption.

**Submitted by:**



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**Dennis L. Peterson  
Superintendent of Schools**

## **PARTNERSHIP PLAN FOR FULL FUNDING**

Whereas, most Minnesotans want similar things for our children, including safe and supportive public schools where all students – no matter what they look like or where they come from -- can thrive and succeed; and

Whereas, in 2003, the state made significant changes in how Minnesota funds schools so that total real per-pupil state aid is \$503 less per student now than it was in 2003, costing the Minnetonka School District nearly \$6.1 million in the 2020-21 school year; and

Whereas, public schools in Minnesota have faced decades of chronic underfunding; and

Whereas, unfunded legislation is negatively impacting funds available for students, staff, and programs, and

Whereas, all Minnesota students are in desperate need of more school social workers, nurses, counselors, psychologists, and other support staff; and

Whereas, too many students are trying to learn in overcrowded and aging classrooms and buildings; and

Whereas, we need enriched opportunities for professional development for teachers to be able to have culturally responsible schools and meet the needs of all students; and

Whereas, all educators and support personnel working with our students deserve more respect for the contribution to the care and education of our children including better pay, affordable health care, and safe working conditions;

Now, therefore, be it resolved that the Minnetonka School Board, in partnership with Minnetonka Teachers Association, calls on the governor and Minnesota's legislature to either remove or fund any and all unfunded mandates and find the courage to fully fund all aspects of Minnesota's public schools so all students can receive the opportunities and supports they deserve.

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

**Board Agenda Item VIII.**

**Title: Future E-Learning Options**

**Date: May 6, 2021**

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**EXECUTIVE SUMMARY**

On April 8, 2021, the proposed future e-learning program option was approved by the School Board contingent upon the level of interest expressed through enrollment. This update provides information about the progress made to date and next steps.

**OVERVIEW**

The Minnesota Department of Education approved Minnetonka Public Schools' request to expand as a state-approved online provider offering comprehensive and supplemental programming for grades K-12. The District may begin serving Minnesota students in K-12 beginning first semester of the 2021-22 school year.

During mid-April, an initial "Intent to Enroll Form" was completed by families interested in an ongoing e-learning program for the 2021-22 school year. The District e-learning program is designed to offer an English program and if there is enough interest, may also offer immersion options. Families who enrolled in the program were provided an opportunity to indicate if they were interested in Chinese or Spanish immersion as a part of the enrollment process. The enrollment form also requested that families expressing interest in the ongoing e-learning program make a year-long commitment. This commitment will allow for planning and staffing of the program. The initial enrollment included 114 students in grades K-12.

E-Learning Intent to Enroll	
Grade Level	Student Enrollment
Kindergarten	4
Grade 1	7
Grade 2	5
Grade 3	4
Grade 4	11
Grade 5	9
Grade 6	9
Grade 7	3

Grade 8	14
Grade 9	13
Grade 10	7
Grade 11	17
Grade 12	11

PROGRAM	Elementary	MS	HS
Special Education	6	3	8
English Learner (EL)	4	1	4
Navigator 2/3	1		
Navigator 4/5	7		

There was limited initial interest in the ongoing e-learning program. However, due to COVID, several families have expressed interest in a short-term e-learning program. In response to this, the District will begin an initial enrollment process for families who would like to begin the 2021-22 school year in e-learning. Interested families will be asked to complete an “Intent to Enroll Form” for first semester only. At the end of the first semester, these families will be given an option to return to in-person instruction or to continue in e-learning for the remainder of the school year.

Following the enrollment period for families only interested in e-learning due to COVID, enrollment numbers will be reassessed to determine if there is enough interest in the e-learning option for it to be a viable program. If the level of interest supports the District moving forward with the proposed e-learning program, the next step will be to confirm the e-learning courses that will be offered at the middle school and high school level during the 2021-22 school year. This information will be used to begin marketing and subsequently, enrolling students from outside of the District beginning in mid-May.

An update, including level of interest and next steps, will be provided as we complete the short-term e-learning enrollment window for families interested in e-learning due to COVID.

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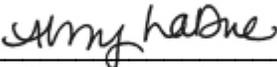
**ATTACHMENTS:**

- E-learning approval letter
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**RECOMMENDATION/FUTURE DIRECTION:**

The purpose of this report is to provide an update to the School Board on the progress with the potential ongoing e-learning program.

**Submitted by:**   
Amy LaDue, Assistant Superintendent for Instruction

**Concurrence:**   
Dennis Peterson, Superintendent



1500 Highway 36 West  
Roseville, MN 55113-4266  
651-582-8200

April 21, 2021

Amy LaDue  
Minnetonka Public Schools  
5621 CR 101  
Minnetonka, MN 55345  
Re: *Application to become a state-approved online provider.*

Dear Amy:

Based on the team review of your application, submission of all required information to inform the request, the review team recommended approval of Minnetonka's request to expand as a state-approved online provider offering comprehensive and supplemental programming for grades K-12. The program may begin serving students in grades K-12 from around Minnesota in the first semester of the 2021-22 school year.

Included with this letter is a form that includes Information for New Providers. Return a copy of this form with your updated directory information and follow this guidance for setting up a new school site and reporting.

If you have any further questions or concerns, please do not hesitate to contact Jeff Plaman, our Online and Digital Learning Specialist at 651-582-8457 or at [jeff.plaman@state.mn.us](mailto:jeff.plaman@state.mn.us). You may also feel free to contact Mary Barrie, Supervisor, High School to Postsecondary Initiatives at 651-582-8478 or at [mary.barrie@state.mn.us](mailto:mary.barrie@state.mn.us).

Best wishes to the Minnetonka team as it continues its work offering quality education options online to Minnesota students.

Sincerely,

A handwritten signature in black ink, appearing to read 'Jeff Plaman', written over a light blue horizontal line.

Jeff Plaman  
Office of Career and College Success

cc Stephanie Graff, MDE  
Michelle Carey, MDE

Paula Palmer, MDE  
Kelly Wosika, MDE

Mary Barrie, MDE  
Gayra Ostgaard, MDE

**SECOND READING**

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

**Board Agenda Item IX.**

**Title: Second Reading and/or Adoption  
of Policy #103: Complaints**

**Date: May 6, 2021**

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**EXECUTIVE SUMMARY:**

The Board is focusing on the MSBA Model Policy on complaints to become the main policy on this matter. After the policy is finalized, the Board will determine what they want to do with Policy 206, which also contains a complaint provision, after Policy #103 is final.

**Submitted by:**



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**Dennis L. Peterson  
Superintendent of Schools**

**MINNETONKA PUBLIC SCHOOLS**

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**POLICY #103: COMPLAINTS—STUDENTS, EMPLOYEES, PARENTS,  
OTHER PERSONS**

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**I. PURPOSE**

The sSchool dDistrict takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the sSchool dDistrict, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

**II. GENERAL STATEMENT OF POLICY**

- A. Students, parents, employees or other persons, may report concerns or complaints to the sSchool dDistrict. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the superintendent. A person may file a complaint at any level of the sSchool dDistrict; i.e., pPrincipal, sSuperintendent or sSchool bBoard. However, persons are encouraged to file a complaint at the building level when appropriate.
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or followup procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the sSuperintendent who shall determine whether an internal or external investigation should be conducted. In either case, the sSuperintendent shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. The appropriate administrator shall respond in writing to the complaining party concerning the outcome of the investigation or followup, including any appropriate action or corrective measure that was taken. The sSuperintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.

**Legal References:** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

**Cross References:** ~~MSBA/MASA Model Policy 206 (Public Participation in School Board Meetings/Complaints about Persons at School Board Meetings and Data Privacy Considerations)~~  
~~MSBA/MASA Model Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)~~  
~~MSBA/MASA Model Policy 413 (Harassment and Violence)~~  
~~MSBA/MASA Model Policy 514 (Bullying Prohibition)~~  
~~MSBA Service Manual, Chapter 13, School Law Bulletin “I” (School Records—Privacy—Access to Data)~~

District Policy #206: Public Participation in School Board Meetings  
District Policy #427: Harassment and Violence  
District Policy #514: Bullying Prohibition

*Reviewed: April 19, 2021*

## **MINNETONKA PUBLIC SCHOOLS**

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### **POLICY #103: COMPLAINTS—STUDENTS, EMPLOYEES, PARENTS, OTHER PERSONS**

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#### **I. PURPOSE**

The School District takes seriously all concerns or complaints by students, employees, parents or other persons. If a specific complaint procedure is provided within any other policy of the School District, the specific procedure shall be followed in reference to such a complaint. If a specific complaint procedure is not provided, the purpose of this policy is to provide a procedure that may be used.

#### **II. GENERAL STATEMENT OF POLICY**

- A. Students, parents, employees or other persons, may report concerns or complaints to the School District. While written reports are encouraged, a complaint may be made orally. Any employee receiving a complaint shall advise the Principal or immediate supervisor of the receipt of the complaint. The supervisor shall make an initial determination as to the seriousness of the complaint and whether the matter should be referred to the Superintendent. A person may file a complaint at any level of the School District; i.e., Principal, Superintendent or School Board. However, persons are encouraged to file a complaint at the building level when appropriate.
- B. Depending upon the nature and seriousness of the complaint, the supervisor or other administrator receiving the complaint shall determine the nature and scope of the investigation or followup procedures. If the complaint involves serious allegations, the matter shall promptly be referred to the Superintendent who shall determine whether an internal or external investigation should be conducted. In either case, the Superintendent shall determine the nature and scope of the investigation and designate the person responsible for the investigation or follow up relating to the complaint. The designated investigator shall ascertain details concerning the complaint and respond promptly to the appropriate administrator concerning the status or outcome of the matter.
- C. The appropriate administrator shall respond in writing to the complaining party concerning the outcome of the investigation or followup, including any appropriate action or corrective measure that was taken. The Superintendent shall be copied on the correspondence and consulted in advance of the written response when appropriate. The response to the complaining party shall be consistent with the rights of others pursuant to the applicable provisions of Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act) or other law.

***Legal References:*** Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act)

***Cross References:*** District Policy #206: Public Participation in School Board Meetings  
District Policy #427: Harassment and Violence  
District Policy #514: Bullying Prohibition

*Reviewed: April 19, 2021*

*Reviewed: May 6, 2021*

**SECOND READING**

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

**Board Agenda Item X.**

**Title: Second Reading of Policy #426:  
Shared Positions Authorization and Conditions**

**Date: May 6, 2021**

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**OVERVIEW:**

As the earlier version of Policy 426 has not been reviewed or updated in a long time, the Administration proposes this revised version. The pandemic has revealed certain shortcomings in how the policy was originally crafted and this revision seeks to address them. Specifically, the current policy was aimed primarily at two continuing contract teachers, presumably early in their careers. As the year began, we found ourselves needing to move forward with last-minute job-share arrangements that did not conform to the Board's 2003 policy, given emergent circumstances at the time. The pandemic has also shown us that some late-career teachers could benefit from the option to job-share. Unfortunately, the supply of peers who would be likewise willing to reduce his/her income by 50% in order to join a late-career teacher in the arrangement is limited. Thus, this policy revision seeks to permit other non-continuing contract teachers who have successfully worked in the District for at least two years to come forward as a potential job-share partner. This revision also elaborates that the Board, in its sole discretion, may approve or deny job share recommendations. Other revisions to this policy language are:

- the inclusion of other categories of employees who have contractual provisions allowing for job-sharing;
- the elimination of posting requirements that are obsolete in the internet age; and
- the elimination of typographical errors and correction of word omissions.

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**RECOMMENDATION/FUTURE DIRECTION:**

Recommend adoption of Policy #426: Shared Positions Authorization and Conditions

**Submitted by:** \_\_\_\_\_

  
Michael Cyrus, Executive Director of Human Resources

**Concurrence:** \_\_\_\_\_

  
Dennis Peterson, Superintendent

## MINNETONKA PUBLIC SCHOOLS

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### POLICY #426: SHARED POSITIONS AUTHORIZATION AND CONDITIONS

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#### **1.0 I. PURPOSE**

The purpose of this policy is to provide guidance to sSchool dDistrict employees as to the policy and procedure for requesting shared positions.

#### **2.0 II. GENERAL STATEMENT OF POLICY**

- A. The Minnetonka School Board recognizes that at certain points in their career some employees would prefer to work in a part time job rather than in a full time position, due to family commitments, or other factors, which preclude full-time employment.
- B. The Board further recognizes that in some instances it may be to the advantage of the sSchool dDistrict to provide the option of sharing a job in order to retain proven and dependable staff members, rather than requiring them to resign from a position.
- C. Hence, under certain circumstances which assure the continuation of high quality provision of services, the ~~district believes it may be mutually beneficial to~~ Board in its sole discretion may approve job-sharing arrangements.

#### **3.0 III. CONDITIONS FOR APPROVAL**

- A. The dDistrict will consider job-sharing applications only from ~~tenured a pair of~~ classroom teachers, one of whom must be on continuing contract status, with a satisfactory record of performance, which the dDistrict believes will provide for a successful shared position arrangement;
  - 1. In the event that one of the job share partners is not on continuing contract status, the individual not on a continuing contract must have worked successfully for the District for a minimum of two years.
- B. ~~The district will provide an annual informational posting of those position categories which will be eligible for job sharing for the following year, as provided for in Administrative Rules and Procedures;~~
- C. ~~B.~~ The aAdministration will draft procedures, which will outline the application process for job sharing, the conditions under which job sharing will occur, and special expectations. Procedures for non-teachers seeking job-sharing arrangements shall take into

consideration any contractual provisions affecting the employees' bargaining groups as appropriate.

#### **4.0 IV. COST AND FINANCES**

- A. Job sharing arrangements will be approved only under the condition that they shall be financially neutral; that is, the cost and financial liability to the ~~school~~ District of two ~~0.5~~ teachers sharing a 1.0 job shall not be greater than with one teacher occupying the full position.

#### **5.0 V. TERM OF SHARED POSITIONS**

- A. At its discretion, the ~~d~~District will grant approval for allow enter into a shared position arrangement for one full year; the arrangement may continue for a subsequent year(s) but a new application for approval must be submitted annually. only on the basis of one year at a time. As governed by related policy and any bargaining agreement provisions, and under ordinary circumstances, continuing contract teachers shall take a half-time leave of absence (0.5 FTE) from a full position for one year. A job-share partner who is not a teacher on continuing contract status shall be employed as a long-term substitute for no more than 0.5 FTE under this arrangement. During the term of the shared position, ~~each~~ both teachers will ~~thus~~ be assigned no more than ~~.5~~ 1.0 FTE of work in total. shared position and .5 leave of absence.

#### **6.0 VI. SERVICE EXPECTATIONS**

- A. The ~~d~~District will evaluate the job-sharing arrangement in order to ensure a high level of parental satisfaction and student success with the services being provided. ~~continue the expectation of an annual evaluation of each job sharing arrangement, with the purpose to assure a high level of parental satisfaction and student success with the services being provided.~~ Such evaluation shall occur annually prior to approving a the job share arrangement for the following year.

#### **7.0 VII. ADMINISTRATIVE PROCEDURES**

- A. The ~~a~~Administration shall prepare and maintain Administrative Rules and Procedures which implement this policy.

*Approved: May 15, 2003*

*Reviewed: April 19, 2021*

## **MINNETONKA PUBLIC SCHOOLS**

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### **POLICY #426: SHARED POSITIONS AUTHORIZATION AND CONDITIONS**

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#### **I. PURPOSE**

The purpose of this policy is to provide guidance to School District employees as to the policy and procedure for requesting shared positions.

#### **II. GENERAL STATEMENT OF POLICY**

- A. The Minnetonka School Board recognizes that at certain points in their career some employees would prefer to work in a part time job rather than in a full time position, due to family commitments, or other factors, which preclude full-time employment.
- B. The Board further recognizes that in some instances it may be to the advantage of the School District to provide the option of sharing a job in order to retain proven and dependable staff members, rather than requiring them to resign from a position.
- C. Hence, under certain circumstances which assure the continuation of high quality provision of services, the Board in its sole discretion may approve job-sharing arrangements.

#### **III. CONDITIONS FOR APPROVAL**

- A. The District will consider job-sharing applications only from a pair of classroom teachers, one of whom must be on continuing contract status, with a satisfactory record of performance, which the District believes will provide for a successful shared position arrangement;
  - 1. In the event that one of the job share partners is not on continuing contract status, the individual not on a continuing contract must have worked successfully for the District for a minimum of two years.
- B. The Administration will draft procedures, which will outline the application process for job sharing, the conditions under which job sharing will occur, and special expectations. Procedures for non-teachers seeking job-sharing arrangements shall take into consideration any contractual provisions affecting the employees' bargaining groups as appropriate.

**IV. COST AND FINANCES**

- A. Job sharing arrangements will be approved only under the condition that they shall be financially neutral; that is, the cost and financial liability to the District of two teachers sharing a 1.0 job shall not be greater than with one teacher occupying the full position.

**V. TERM OF SHARED POSITIONS**

- A. At its discretion, the District will grant approval for a shared position arrangement for one full year; the arrangement may continue for a subsequent year(s) but a new application for approval must be submitted annually. As governed by related policy and any bargaining agreement provisions, and under ordinary circumstances, continuing contract teachers shall take a half-time leave of absence (0.5 FTE) from a full position for one year. A job-share partner who is not a teacher on continuing contract status shall be employed as a long-term substitute for no more than 0.5 FTE under this arrangement. During the term of the shared position, both teachers will be assigned no more than 1.0 FTE of work in total.

**VI. SERVICE EXPECTATIONS**

- A. The District will evaluate the job-sharing arrangement in order to ensure a high level of parental satisfaction and student success with the services being provided. Such evaluation shall occur annually prior to approving a job share arrangement for the following year.

**VII. ADMINISTRATIVE PROCEDURES**

- A. The Administration shall prepare and maintain Administrative Rules and Procedures which implement this policy.

*Approved: May 15, 2003*

*Reviewed: April 19, 2021*

*Reviewed: May 6, 2021*

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

**Board Agenda Item XI.**

**Title: Approval of Apple iPad Lease Purchase**

**Date: May 6, 2021**

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**EXECUTIVE SUMMARY**

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

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

At this time, the District will be lease purchasing 8,500 iPads and associated equipment such as covers and Apple Pencils on the same three-year lease purchase rotation. The cost of the iPads will be \$2,855,770, or \$335.98 per unit. Given the low interest rate environment, Apple is offering these units to the District at 0.00% interest. The District is purchasing the units using State Contract pricing.

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

07/10/2021	\$951,923.34
07/20/2022	\$951,923.33
07/20/2022	\$951,923.33

Later this early fall after they have been collected and catalogued, the District will be selling approximately 8,500 “retiring” iPads in a reverse auction to bring in revenue to partially offset a significant amount of the purchase price of the new tranche of iPads. Past reverse auctions have brought in sales revenue of over \$100 per unit, so it is a conservative estimate to assume that these iPads could also bring in revenue of \$100 or more each. Any sale proceeds will be deposited back into the Capital Projects Fund.

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**ATTACHMENTS**

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

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**RECOMMENDATION/FUTURE DIRECTION:**

It is recommended that the School Board of Minnetonka Independent School District 276 approve the lease purchase of 8,500 iPads and support equipment in the amount of \$2,855,770, and approve the Master Lease Purchase Agreement, Exhibit 1, and Exhibits A-G and authorize Administration to execute the necessary lease-purchase contract documents to complete the acquisition in time for deployment of the equipment for the start of the Fiscal Year 2022 School Year on September 8, 2021.

***RECOMMENDED MOTION***

*BE IT RESOLVED, that the School Board of Minnetonka Independent School District 276 does hereby approve the lease purchase of 8,500 iPads and support equipment in the amount of \$2,855,770, and,*

*BE IT FURTHER RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby approve the Master Lease Purchase Agreement, Exhibit 1, and Exhibits A-G and authorizes Administration to execute the necessary lease-purchase contract documents to complete the acquisition of the iPads and support equipment in time for deployment of the equipment for the start of the Fiscal Year 2022 School Year on September 8, 2021.*

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

Submitted by:   
Mike Dronen, Executive Director of Technology

Concurrence:   
Dennis Peterson, Superintendent



## **Master Lease Purchase Agreement**

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

- 1. MASTER LEASE; SCHEDULES.** Subject to the terms of this Master Lease, Lessee agrees to lease, purchase and acquire from Lessor certain equipment and/or software (the "Equipment") as may be described in any lease schedule in the form of Exhibit A (each, a "Schedule") which may be executed by the parties from time to time. Nothing in this Master Lease shall be construed to impose any obligation upon, or otherwise commit, Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion. Lessee understands that Lessor requires certain documentation and information necessary to enter into any Schedule, and Lessee agrees to provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include but shall not be limited to: (a) a description of the proposed Equipment, including the cost and its contemplated use and location, (b) information related to the vendor(s) manufacturing, licensing (subject to the terms of the Vendor's applicable end user license agreement(s)), delivering, installing or maintaining the proposed Equipment for Lessee (the "Vendor"), (c) documentation or information concerning the financial condition of Lessee, and (d) other information related to the Schedule and Lessee. The terms and conditions of this Master Lease (including all exhibits and any amendments hereto), are incorporated by reference into each Schedule and each Schedule, once executed by Lessor and Lessee, shall constitute a separate and independent lease and installment purchase of the Equipment identified therein, hereinafter referred to as a "Lease."
- 2. INVOICE PAYMENT OR REIMBURSEMENT.** With respect to any Lease, and subject to the provisions of Section 3 if applicable, Lessor shall have no obligation whatsoever to make any payment to a Vendor or reimburse Lessee for any payment made to a Vendor for the Equipment that is the subject of such Lease until three (3) business days after Lessor's receipt of the following in form and substance satisfactory to Lessor in its sole discretion: (a) a Schedule executed by a duly authorized representative of Lessee; (b) a fully executed partial or final acceptance certificate as applicable, in the form of Exhibit B ("Acceptance Certificate"); (c) a resolution or evidence of other official action taken by Lessee's governing body authorizing Lessee to enter into the related Lease and any applicable Escrow Agreement, the acquisition of the Equipment subject thereto, and confirming that Lessee's actions were in accordance with all applicable state, local and federal laws, including laws regarding open meetings and public bidding; (d) evidence of insurance with respect to the Equipment in accordance with the provisions of Section 15 of this Master Lease; (e) a Vendor invoice for the Equipment and, if such invoice has been paid by Lessee, evidence of payment thereof and, if applicable, evidence of official intent to reimburse such payment as required by the Treasury Regulations; (f) a completed and executed Form 8038-G or 8038-GC; (g) an Incumbency Certificate substantially in the form attached as Exhibit C; (h) a Bank Qualification Designation substantially in the form attached as Exhibit D; (i) Lease Payment Instructions substantially in the form attached as Exhibit E; (j) Insurance Coverage Requirements in the form attached as Exhibit F; (k) an opinion of Lessee's counsel substantially in the form attached as Exhibit G; and (l) such other documents, items, or information reasonably required by Lessor.
- 3. ESCROW AGREEMENT.** Upon agreement by both Lessee and Lessor as to any Lease, the parties shall enter into an escrow agreement (an "Escrow Agreement") with an escrow agent selected by Lessee, such selection subject to Lessor's approval, establishing an account from which the cost of the Equipment subject to such Lease is to be paid (the "Escrow Account"). Upon execution and delivery of an Escrow Agreement by the parties thereto and satisfaction of any conditions precedent set forth in Section 2 of this Master Lease or in such Escrow Agreement, Lessor shall deposit or cause to be deposited into the Escrow Account under the related Escrow Agreement funds for the payment of the costs of acquiring the Equipment under such Lease. Lessee acknowledges and agrees that no disbursements shall be made from an Escrow Account except for portions of the Equipment that are operationally complete and functionally independent and that may be fully utilized by Lessee without regard to whether the balance of the Equipment is delivered and accepted.
- 4. DELIVERY AND ACCEPTANCE OF EQUIPMENT.** Lessee shall order the Equipment, cause the Equipment to be delivered and installed at the location specified in each Lease, and pay any and all delivery and installation costs and applicable sales and other taxes in connection therewith. When the Equipment identified in any Lease has been delivered and installed, Lessee shall immediately inspect the Equipment and evidence its acceptance by executing and delivering to Lessor the Acceptance Certificate. If Lessee signed a purchase contract for the Equipment, by signing a Schedule Lessee assigns its rights, but none of its obligations under the purchase contract, to Lessor.
- 5. LEASE PAYMENTS.** Lessee agrees to pay "Lease Payments" to Lessor in accordance with the payment schedule set forth in each Lease, exclusively from legally available funds, consisting of principal and interest components in the amounts and on such dates as provided in each Lease. Lessee shall pay Lessor a charge on any Lease Payment not paid on the date such payment is due at the rate of 12% per annum or the highest lawful rate, whichever is less, from such due date until paid. The "Commencement Date" for each Lease is the date when interest commences to accrue under such Lease, which date shall be the earlier of (a) the date Lessee partially or fully accepts the Equipment pursuant to Section 4, or (b) the date of Lessor's deposit into an Escrow Account of sufficient monies to purchase the Equipment. Lessor will advise Lessee as to the address to which Lease Payments shall be sent. The Lease Payment is due whether or not Lessee receives an invoice. Restrictive

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

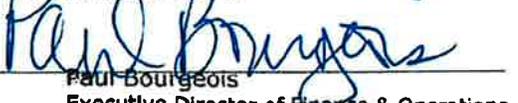
**25. NOTICES.** All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

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

LESSOR: APPLE INC.

BY:   
TITLE: David Rogan  
www AFS Senior Director  
Apple Inc.

LESSEE: INDEPENDENT SCHOOL DISTRICT NO. 276  
5621 County Road 101  
Minnetonka, MN 55345

BY:   
TITLE: Paul Bourgeois  
Executive Director of Finance & Operations  
FED TAX ID#: 41-6001402

**EXHIBIT A**

**Schedule No. 2 Dated June 1, 2021 to Master Lease Purchase Agreement Dated July 1, 2018**

This Schedule No. 2 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated July 1, 2018 ("Master Lease"), and is effective as of June 1, 2021. 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	
<b>Computer Hardware--See attached Exhibit 1.</b>	

LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	6/1/2021					\$2,855,770.00
1	7/10/2021	\$951,923.34	\$0.00	\$951,923.34	\$1,941,923.59	\$1,903,846.66
2	7/10/2022	\$951,923.33	\$0.00	\$951,923.33	\$970,961.80	\$951,923.33
3	7/10/2023	\$951,923.33	\$0.00	\$951,923.33	\$0.00	\$0.00
<b>Totals:</b>		\$2,855,770.00	\$0.00	\$2,855,770.00	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$2,813,840.65 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 1.3482% 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: **June 1, 2021**

LESSOR: <b>APPLE INC.</b>	LESSEE: <b>INDEPENDENT SCHOOL DISTRICT NO. 276</b>
SIGNATURE: X _____	SIGNATURE: X _____
NAME / TITLE: X _____	NAME / TITLE: X _____
DATE: X _____	DATE: X _____

<b>LESSEE BILLING INSTRUCTIONS:</b>	PERSON/DEPT.: _____
PO BOX/STREET: _____	TITLE: _____
	PHONE #: _____
CITY, ST ZIP: _____	EMAIL: _____

**EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 2**  
under Master Lease Purchase Agreement dated July 1, 2018

#	Product Description	Qty
1	<b>10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack)</b> Part Number MYLU2LL/A	8,500
2	<b>STM Dux Plus Duo for 10.2-inch iPad (7th and 8th generation) with built-in holder for Apple Pencil – Blue – Special 10-pack pricing</b> Part Number BQBA2LL/A  <b>STM Dux Plus Duo for 10.2-inch iPad (7th and 8th generation) with built-in holder for Apple Pencil – Blue</b> Part Number: HNZ92ZM/A Quantity: 8,500	850
3	<b>AppleCare OS Support – Select (1 Year)</b> Part Number D6602ZM/A	1
4	<b>Apple Professional Learning Apple Academy</b> Part Number D5993LL/B	2
5	<b>Apple Professional Learning Virtual Support: Educator Coaching (Prepaid Offering)</b> Part Number D8165LL/A	2

**EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 2 (Continued)**

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6	<b>Apple Pencil (1st Generation)</b> Part Number MK0C2AM/A	200
7	<b>APS CUSTOM IPAD DEPLOY OFFSITE SVCS-USA</b> Part Number D6160LL/A	8,500

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

**EXHIBIT B**

**ACCEPTANCE CERTIFICATE**

**Re: Schedule No. 2, dated June 1, 2021, (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** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

**FINAL ACCEPTANCE CERTIFICATE (All Equipment Has Been Accepted)**

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

Signature: **X** \_\_\_\_\_

Printed Name/Title: **X** \_\_\_\_\_

Date: **X** \_\_\_\_\_

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

**EXHIBIT C**

**RESOLUTION NO. \_\_\_\_\_ 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. 2 TO THE MASTER LEASE PURCHASE AGREEMENT.**

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

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

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 2 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. 2 to the Master Lease in an amount not to exceed \$2,855,770.00 for the purpose of financing the costs of the acquisition and installation of the Project;

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

Name	Title
DR. DENNIS PETERSON	SUPERINTENDENT
PAUL BOWLEERS	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. 2 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 calendar year 2021 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** \_\_\_\_\_  
Printed Name/Title: **X** \_\_\_\_\_  
Date: **X** \_\_\_\_\_

**EXHIBIT E**

**INSURANCE COVERAGE REQUIREMENTS**

**INDEPENDENT SCHOOL DISTRICT NO. 276**

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

LIMITS: The full replacement value of the equipment.

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

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

**FOR SELF INSURANCE:**

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/19/2021

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

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

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	<b>CONTACT NAME:</b> Katie Navin	
	<b>PHONE (A/C, No, Ext):</b> 630-228-6665	<b>FAX (A/C, No):</b> 630-285-4062
<b>E-MAIL ADDRESS:</b> katie_navin@ajg.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A:</b> Great American Insurance Company		16691
<b>INSURER B:</b>		
<b>INSURER C:</b>		
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**INSURED** ALLIFOR-13  
 Alliance for Liability and Property Services  
 Minnetonka Public Schools #276  
 5621 County Road 101  
 Minnetonka MN 55345

**COVERAGES** **CERTIFICATE NUMBER:** 1361102595 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR PoolSIR-\$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		2480067	7/1/2020	7/1/2021	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		2480067	7/1/2020	7/1/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp/Coll Ded \$ 1,000/\$1,000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below					PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	School Board Legal (Claims Made) Sexual Harassment/Abuse		2480067	7/1/2020	7/1/2021	Per Occ/Agg \$2M/\$4M Included

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Non-Tort liability or Out-of-State Liability claims \$4,000,000 Each Occurrence Limit; per Member District  
 Non-Tort liability or Out-of-State Liability Claims \$8,000,000 Aggregate Limit; per Member District.  
 If holder is specifically listed as an additional insured refer to: Blanket Additional Insured per Certificates of Insurance Endorsement #GA PS 02 05 07 19 added 7/1/2020.  
 Apple Inc. and its assigns is an Additional Insured as respects to the general liability and loss payee in regards to the property policy, pursuant to and subject to the policy's terms, definitions, conditions and exclusions. Re: Financing for purchase of 8,500 iPads, All Risk physical damage and loss - full replacement value of the equipment - \$2,855,770

<b>CERTIFICATE HOLDER</b>  Apple Inc. and its assigns 8377 East Hartford Drive Suite 115 Scottsdale AZ 85255	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

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**EXHIBIT F**

**INCUMBENCY CERTIFICATE**

**Schedule No. 2 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 \_\_\_\_\_

Date:                     X \_\_\_\_\_

**(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.)**

**EXHIBIT G**

(To be printed on Attorney's Letterhead)

Apple Inc.  
8377 East Hartford Drive, Suite 115  
Scottsdale, AZ 85255

Re: Schedule No. 2, dated June 1, 2021 to Master Lease Purchase Agreement dated as of July 1, 2018 between Apple Inc., as Lessor, and Independent School District No. 276, as Lessee.

Ladies and Gentlemen:

As legal counsel to Independent School District No. 276 (the "Lessee"), I have examined (a) an executed counterpart of a certain Master Lease Purchase Agreement dated as of July 1, 2018 and Exhibits thereto (collectively, the "Agreement") by and between Apple Inc. (the "Lessor") and the Lessee, and an executed counterpart of Schedule No. 2 dated July 1, 2018 (the "Schedule") to the Agreement, by and between the Lessor and the Lessee, which, among other things, provides for the lease with option to purchase to the Lessee of certain property listed in the Schedule (the "Equipment"), (b) a certified copy of the resolution (the "Authorizing Resolution") of the governing body of the Lessee which, among other things, authorizes the Lessee to enter into the Agreement and the Schedule and (c) such other opinions, documents and matters of law as I have deemed necessary in connection with the following opinion. The Schedule and the terms and provisions of the Agreement incorporated therein by reference together with the Lease Payment Schedule attached to the Schedule are herein referred to collectively as the "Lease".

Based on the foregoing, I am of the following opinion:

- (1) Lessee is duly organized and legally existing as a city, county, school district, special district or other local government unit under the laws of the State of Minnesota, with full power and authority to enter into, and perform its obligations under, the Lease;
- (2) The Lease has been duly authorized, executed, and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease is a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by State and federal laws affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights;
- (3) Lessee has complied with any applicable property acquisition laws and public bidding requirements in connection with the Lease and the transactions contemplated thereby, and the Authorizing Resolution was duly adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
- (4) There is no proceeding pending or, to the best of my knowledge (after diligent inquiry), threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Lease or the security interest of Lessor or its assigns, as the case may be, in the Equipment thereunder.

All capitalized terms herein shall have the same meanings as in the Lease unless otherwise provided herein. Lessor, its successors and assigns, and any counsel rendering an opinion on the tax-exempt status of the interest components of the Lease Payments, are entitled to rely on this opinion.

Printed Name  
Signature

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

**Board Agenda Item XII.**

**Title: Approval of Long-Term Facilities Maintenance  
Ten-Year Plan Annual Update**

**Date: May 6, 2021**

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**EXECUTIVE SUMMARY:**

Minnetonka Independent School District 276 is eligible for participation in the Long Term Facilities Maintenance Program (the Program). The statutes governing the Program require that an update of the 10-Year Plan be reviewed and approved by the School Board annually and filed with the Minnesota Department of Education.

Minnetonka Independent School District 276 has 1,822,978 square feet of space and 259 acres of land that require sustained long-term maintenance to remain in a state of good repair to support the educational programs. Of the 1,822,978 square feet, 1,285,055 or 71% is 25 years old or older, and 1,043,714 - 57% - is 50 years old or older. All of the district's school facilities were initially built in 1967 or earlier, with the exception of the former TSP building, which was constructed in 2001, and the former Shorewood Professional Building, which was constructed in 1997. Included in that square footage is 469,363 square feet that exceeds 60 years of age. Excelsior Elementary School has the three-story section dating to 1929, Minnewashta Elementary School has a section that dates to 1936, and Minnetonka Community Education Center has a large section that dates to 1938. The bulk of the remainder of District original construction was built starting with the 1947 addition to the Minnetonka Community Education Center through the ensuing 20 years through the completion of Scenic Heights Elementary School in 1967. The original construction on Minnetonka High School dates to 1952 – which means that as of the end of the FY21 school year it will have had 70 years of use. The replacement value of the 1,822,978 square feet is \$638,042,300 at current new construction costs of \$350 per square foot.

The age of so much square footage has resulted in the need to make significant “mid-life” component replacement in the facilities to ensure their readiness for the next 60 years of use. In effect, the district facilities are in the process of being “re-built” in place during the summers when school is not in session. Since the District qualified for the Alternative Facilities program in FY2004 (now the Long-Term Facilities Maintenance Program), the District has completed approximately \$99.3 million in long term facility maintenance projects to work towards catching up on and eliminating deferred maintenance through the end of FY2020. This period should represent a “high water mark” for long term maintenance for many decades. Additional mid-life component replacement needs to be continued over the next 10 years, as with a large fleet of buildings the need for long term maintenance is ongoing.

The update of the 10 Year Long Term Facilities Maintenance Plan projects out remaining long term maintenance needs for the next decade starting with FY2022 through FY2031. The total projects listed in the plan for those 10 years are estimated at \$60,980,000, or an average of just under \$6.1 million annually.

It is possible to now spend just \$3.35 per square foot annually on long term maintenance, even allowing for inflation, because the District has completed significant “once-every-40-50-years” projects over the last decade and has mostly eliminated deferred maintenance.

Each of the years in the FY2022-FY2031 Long-Term Facilities Maintenance Plan will be able to be funded with bond funding while at the same time the total amount of outstanding long-term bonds of the district declines every year as older bonds are paid off. While the annual plan projects potential needs of approximately \$6.0 million annually, if in a given year competitive prices result in not all of the bond proceeds being spent in that year, that will allow for bonding at a lower level in the subsequent year. The overall goal continues to be keeping the facilities in a state of good repair by doing only necessary projects, and completing those necessary projects for the most competitive cost.

The net result of this rebuilding of the district facilities infrastructure means that the community’s original investment in its school facilities is being maximized, as these facilities will continue to be used for another 60 years or more each. This is a much more cost effective strategy to maximize taxpayer investment, as the alternative to rebuilding would be the cost of complete replacement at a time much sooner in the future. As previously noted, at current construction costs of \$350 per square foot (104 times more than the annual long-term maintenance cost per square foot), the cost of complete replacement of district buildings would total over \$638 million.

Clearly, the use of long term maintenance funding to ensure that our fleet of 50-year-old, 60-year-old, and older buildings continue to function effectively for the next 60 years is the most cost effective and prudent course of action for our school district and our community for the long term.

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**ATTACHMENTS:**

Long-Term Maintenance Ten-Year Plan – FY2022 through FY2031  
Long Term Facilities Maintenance History and Projection  
Outstanding Debt Principal and Projection – 2017 Actual Through 2030

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**RECOMMENDATION/FUTURE DIRECTION:**

It is recommended that the School Board approve the 10-Year Long-Term Facilities Maintenance Plan for FY2022 through FY2031.

***RECOMMENDED MOTION***

*BE IT RESOLVED, that the School Board of Minnetonka Independent School District 276 does hereby approve the Long-Term Facilities Maintenance Plan for FY2022 through FY2031 including projects estimated at a total cost of \$60,980,000.*

Submitted by: \_\_\_\_\_



Paul Bourgeois, Executive Director of Finance & Operations

Concurrence: \_\_\_\_\_



Dennis Peterson, Superintendent

**Minnetonka Independent School District 276  
Long-Term Facilities Maintenance Ten-Year Plan  
FY2022 Through FY2031**

**June 30, 2021**

**Minnetonka Independent School District 276  
Long Term Facilities Maintenance Plan**

**FY2022 Projects**

<b>School</b>	<b>Cost Ctr Course</b>	<b>Fin MDE</b>	<b>Project Description</b>	<b>Project Amount</b>
<b>Clear Springs Elementary</b>	900	379	Painting per plan	\$ 2,000
	903	379	Carpet/VCT replacement	\$ 150,000
	920	379	1958-60 classroom cabinet replacement - 11 rooms	\$ 255,000
<b>Deephaven Elementary</b>	900	379	Painting per plan	\$ 2,000
<b>Excelsior Elementary</b>	900	379	Painting per plan	\$ 2,000
	902	368	Tuckpointing	\$ 85,000
	905	380	Replace rooftop hvac mechanical units	\$ 382,000
<b>Groveland Elementary</b>	900	379	Painting per plan	\$ 2,000
	903	379	Carpet/VCT replacement	\$ 2,000
<b>Minnewashta Elementary</b>	900	379	Painting per plan	\$ 2,000
	901	384	Parking lot mill and overlay	\$ 170,000
<b>Scenic Heights Elementary</b>	900	379	Painting per plan	\$ 2,000
<b>Minnetonka Middle School East</b>	900	379	Painting per plan	\$ 2,000
	902	383	Roofing replacement per plan	\$ 255,000
	903	379	Carpet/VCT replacement	\$ 2,000
	905	380	Replace mechanical units boiler room rms 102-159	\$ 370,000
<b>Minnetonka Middle School West</b>	900	379	Painting per plan	\$ 2,000
	902	383	Roofing replacement per plan	\$ 465,000
	903	379	Carpet/VCT replacement	\$ 2,000
	905	380	1964 mech room replace original air handling units	\$ 1,240,000
<b>Minnetonka High School</b>	900	379	Painting per plan	\$ 2,000
	901	384	Retaining wall replacement - stadium	\$ 450,000
	901	384	Retaining wall replacement - north side	\$ 310,000
	902	383	Roofing replacement per plan	\$ 327,000
	903	379	Carpet/VCT replacement	\$ 60,000
	905	380	Replace R-22 HVAC units artscenter office area	\$ 65,000
	905	380	Replace mechanical controls - auditorium 10-1100s	\$ 100,000
	945	381	Replace restroom plumbing west entry restrooms	\$ 220,000
<b>Communty Education Center</b>	900	379	Painting per plan	\$ 1,000
	901	384	Parking lot mill and overlay	\$ 32,000
<b>Pagel Activity Center</b>	900	379	Painting per plan	\$ 1,000
<b>Highway 7 Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>Shorewood Education Center</b>	901	384	Paving	\$ 135,000
<b>District Service Center</b>	900	379	Painting per plan	\$ 1,000
<b>Warehouse</b>	900	379	Painting per plan	\$ 1,000
<b>Total 21-22</b>				<b>\$ 5,100,000</b>

**Minnetonka Independent School District 276  
Long Term Facilities Maintenance Plan**

**FY2023 Projects**

<b>School</b>	<b>Cost Ctr Course</b>	<b>Fin MDE</b>	<b>Project Description</b>	<b>Project Amount</b>
<b>Clear Springs Elementary</b>	900	379	Painting per plan	\$ 7,000
	902	383	Roofing replacement per plan	\$ 507,000
	903	379	Carpet/VCT replacement	\$ 5,000
	920	379	1958-60 classroom cabinet replacement - 5 rooms	\$ 150,000
	920	368	1986 window replacement at media center	\$ 150,000
<b>Deephaven Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement - 1956 wall finishes	\$ 300,000
	920	379	1956 classroom cabinet replacement - 21 rooms	\$ 640,000
	920	368	1986 window replacement at media center	\$ 150,000
<b>Excelsior Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 5,000
<b>Groveland Elementary</b>	900	379	Painting per plan	\$ 7,000
	901	384	Track mill and overlay	\$ 150,000
	903	379	Carpet/VCT replacement	\$ 5,000
	905	380	Replace unit ventilators - 1966 section - 12 rooms	\$ 480,000
<b>Minnewashta Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 5,000
	905	380	Replace rooftop hvac mechanical units	\$ 170,000
<b>Scenic Heights Elementary</b>	900	379	Painting per plan	\$ 7,000
	902	383	Roofing replacement per plan	\$ 280,000
	903	379	Carpet/VCT replacement	\$ 5,000
<b>Minnetonka Middle School East</b>	900	379	Painting per plan	\$ 14,000
	903	379	Carpet/VCT replacement	\$ 5,000
	904	379	1968 science cabinet replacement	\$ 600,000
	930	368	Loading dock concrete replacement	\$ 50,000
	901	384	Tennis court resurfacing	\$ 250,000
<b>Minnetonka Middle School West</b>	900	379	Painting per plan	\$ 14,000
	902	383	Roofing replacement per plan	\$ 180,000
	903	379	Carpet/VCT replacement	\$ 25,000
	904	379	1964 cabinet replacement	\$ 120,000
	930	368	Loading dock concrete replacement	\$ 50,000
<b>Minnetonka High School</b>	900	379	Painting per plan	\$ 20,000
	901	384	Retaining wall replacement - front turning circle area	\$ 350,000
	902	383	Roofing replacement per plan	\$ 450,000
	903	379	Carpet/VCT replacement	\$ 30,000
	904	370	2003 lighting fixture replacement - Veterans Field	\$ 600,000
	905	380	Replace rooftop hvac mechanical units	\$ 400,000
<b>Communty Education Center</b>	900	379	Painting per plan	\$ 8,000
	903	379	Carpet/VCT replacement	\$ 20,000
<b>Pagel Activity Center</b>	900	379	Painting per plan	\$ 9,000
<b>Highway 7 Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>Shorewood Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>District Service Center</b>	900	379	Painting per plan	\$ 3,000
<b>Warehouse</b>	900	379	Painting per plan	\$ 1,000
<b>Total 22-23</b>				<b>\$ 6,245,000</b>

**Minnetonka Independent School District 276  
Long Term Facilities Maintenance Plan**

**FY2024 Projects**

<b>School</b>	<b>Cost Ctr Course</b>	<b>Fin MDE</b>	<b>Project Description</b>	<b>Project Amount</b>
<b>Clear Springs Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 5,000
	905	380	Replace unit ventilators - 1958 section - 15 rooms	\$ 600,000
	920	368	1996 window replacement at west side	\$ 400,000
<b>Deephaven Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 50,000
<b>Excelsior Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 5,000
	920	379	1958 classroom cabinet replacement - 14 rooms	\$ 420,000
<b>Groveland Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement - 1958 wall finishes	\$ 250,000
	920	379	1958-66 classroom cabinet replacement - 22 rooms	\$ 650,000
	905	380	Replace unit ventilators - 1958 section - 11 rooms	\$ 440,000
<b>Minnewashta Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 5,000
<b>Scenic Heights Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 5,000
	905	380	Replace rooftop hvac mechanical units	\$ 225,000
	905	380	Replace unit ventilators - 1967 section - 14 rooms	\$ 560,000
<b>Minnetonka Middle School East</b>	900	379	Painting per plan	\$ 14,000
	903	379	Carpet/VCT replacement	\$ 5,000
<b>Minnetonka Middle School West</b>	900	379	Painting per plan	\$ 14,000
	903	379	Carpet/VCT replacement	\$ 5,000
	904	379	1968 science cabinet replacement	\$ 600,000
	931	379	Stucco replacement	\$ 100,000
<b>Minnetonka High School</b>	900	379	Painting per plan	\$ 20,000
	903	379	Carpet/VCT replacement	\$ 10,000
	902	383	Roofing replacement per plan	\$ 645,000
	905	380	Replace rooftop hvac mechanical units	\$ 550,000
	958	384	Synthetic turf replacement-JV baseball infield	\$ 100,000
<b>Communty Education Center</b>	900	379	Painting per plan	\$ 8,000
	903	379	Carpet/VCT replacement	\$ 5,000
<b>Pagel Activity Center</b>	900	379	Painting per plan	\$ 9,000
<b>Highway 7 Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>Shorewood Education Center</b>	900	379	Painting per plan	\$ 1,000
	905	380	Replace 1997 hvac mechanical units	\$ 550,000
<b>District Service Center</b>	900	379	Painting per plan	\$ 5,000
	902	383	Roofing replacement per plan	\$ 225,000
<b>Warehouse</b>	900	379	Painting per plan	\$ 1,000
<b>Total 23-24</b>				<b>\$ 6,525,000</b>

**Minnetonka Independent School District 276  
Long Term Facilities Maintenance Plan**

**FY2025 Projects**

<b>School</b>	<b>Cost Ctr Course</b>	<b>Fin MDE</b>	<b>Project Description</b>	<b>Project Amount</b>
<b>Clear Springs Elementary</b>	900	379	Painting per plan	\$ 5,000
	902	383	Roofing replacement per plan	\$ 320,000
	903	379	Carpet/VCT replacement	\$ 20,000
	905	380	Replace unit ventilators - 1958 section - 12 rooms	\$ 480,000
<b>Deephaven Elementary</b>	900	379	Painting per plan	\$ 5,000
	903	379	Carpet/VCT replacement	\$ 20,000
	905	380	Replace rooftop hvac mechanical units	\$ 250,000
	905	380	Replace unit ventilators - 1956 section - 12 rooms	\$ 480,000
	920	368	1996 window replacement at east side	\$ 300,000
<b>Excelsior Elementary</b>	900	379	Painting per plan	\$ 5,000
	902	383	Roofing replacement per plan	\$ 500,000
	903	379	Carpet/VCT replacement	\$ 300,000
	920	379	1958-64 classroom cabinet replacement - 13 rooms	\$ 405,000
<b>Groveland Elementary</b>	900	379	Painting per plan	\$ 5,000
	903	379	Carpet/VCT replacement	\$ 20,000
<b>Minnewashta Elementary</b>	900	379	Painting per plan	\$ 5,000
	903	379	Carpet/VCT replacement	\$ 20,000
<b>Scenic Heights Elementary</b>	900	379	Painting per plan	\$ 5,000
	901	384	Pavement mill and overlay per plan	\$ 200,000
	903	379	Carpet/VCT replacement	\$ 20,000
	905	380	Replace unit ventilators - 1967 section - 12 rooms	\$ 480,000
<b>Minnetonka Middle School East</b>	900	379	Painting per plan	\$ 8,000
	902	383	Roofing replacement per plan	\$ 325,000
	903	379	Carpet/VCT replacement	\$ 30,000
<b>Minnetonka Middle School West</b>	900	379	Painting per plan	\$ 8,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Minnetonka High School</b>	900	379	Painting per plan	\$ 20,000
	901	384	Pavement mill and overlay per plan	\$ 125,000
	902	383	Roofing replacement per plan	\$ 500,000
	903	379	Carpet/VCT replacement	\$ 20,000
	905	380	Replace rooftop hvac mechanical units	\$ 600,000
<b>Communty Education Center</b>	900	379	Painting per plan	\$ 50,000
	903	379	Carpet/VCT replacement	\$ 20,000
<b>Pagel Activity Center</b>	900	379	Painting per plan	\$ 9,000
<b>Highway 7 Education Center</b>	900	379	Painting per plan	\$ 1,000
	905	380	Replace 2000 hvac mechanical units	\$ 800,000
<b>Shorewood Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>District Service Center</b>	900	379	Painting per plan	\$ 2,000
<b>Warehouse</b>	900	379	Painting per plan	\$ 1,000
<b>Total 24-25</b>				<b>\$ 6,375,000</b>

**Minnetonka Independent School District 276  
Long Term Facilities Maintenance Plan**

**FY2026 Projects**

<b>School</b>	<b>Cost Ctr Course</b>	<b>Fin MDE</b>	<b>Project Description</b>	<b>Project Amount</b>
<b>Clear Springs Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
	905	380	1996 replace gym area hvac rooftop units	\$ 300,000
<b>Deephaven Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
	901	384	Pavement mill and overlay per plan	\$ 100,000
	905	380	1996 replace gym area hvac rooftop units	\$ 300,000
	905	380	Replace unit ventilators - 1956 section - 15 rooms	\$ 600,000
<b>Excelsior Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
	901	384	Pavement mill and overlay per plan	\$ 300,000
<b>Groveland Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
	905	380	1996 replace gym area hvac rooftop units	\$ 300,000
<b>Minnewashta Elementary</b>	902	383	Roofing replacement per plan	\$ 350,000
	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Scenic Heights Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
	920	369	1967 classroom cabinet replacement - 17 rooms	\$ 510,000
<b>Minnetonka Middle School East</b>	900	379	Painting per plan	\$ 14,000
	903	379	Carpet/VCT replacement	\$ 15,000
	971	370	1964 replace original switch gear & transformer	\$ 250,000
<b>Minnetonka Middle School West</b>	902	383	Roofing replacement per plan	\$ 291,000
	900	379	Painting per plan	\$ 14,000
	903	379	Carpet/VCT replacement	\$ 15,000
	970	370	1964 replace original switch gear & transformer	\$ 250,000
<b>Minnetonka High School</b>	900	379	Painting per plan	\$ 20,000
	903	379	Carpet/VCT replacement	\$ 20,000
	989	384	2013 replace synthetic turf soccer field	\$ 895,000
	921	368	1952 South side section - window replacement	\$ 540,000
	905	380	1996 replace gym area hvac rooftop units	\$ 300,000
	905	380	1952 replace boiler 3 exhaust system	\$ 300,000
<b>Communtiy Education Center</b>	900	379	Painting per plan	\$ 7,000
<b>Pagel Activity Center</b>	900	379	Painting per plan	\$ 3,000
<b>Highway 7 Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>Shorewood Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>District Service Center</b>	900	379	Painting per plan	\$ 1,000
<b>Warehouse</b>	900	379	Painting per plan	\$ 1,000
<b>Total 25-26</b>				<b>\$ 5,800,000</b>

**Minnetonka Independent School District 276  
Long Term Facilities Maintenance Plan**

**FY2027 Projects**

<b>School</b>	<b>Cost Ctr Course</b>	<b>Fin MDE</b>	<b>Project Description</b>	<b>Project Amount</b>
<b>Clear Springs Elementary</b>	900	379	Painting per plan	\$ 7,000
	901	384	Pavement rebuild per plan	\$ 300,000
	902	383	Roofing replacement per plan	\$ 130,000
	903	379	Carpet/VCT replacement	\$ 10,000
	908	368	1996 window replacement	\$ 500,000
	967	380	1993 hvac replacement	\$ 175,000
<b>Deephaven Elementary</b>	900	379	Painting per plan	\$ 7,000
	902	383	Roofing replacement per plan	\$ 130,000
	903	379	Carpet/VCT replacement	\$ 10,000
	967	380	1993 hvac replacement	\$ 100,000
<b>Excelsior Elementary</b>	900	379	Painting per plan	\$ 7,000
	901	384	Pavement mill and overlay per plan	\$ 100,000
	903	379	Carpet/VCT replacement	\$ 10,000
	967	380	1993 hvac replacement	\$ 145,000
<b>Groveland Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
	967	380	1993 hvac replacement	\$ 180,000
<b>Minnewashta Elementary</b>	900	379	Painting per plan	\$ 7,000
	901	384	Pavement rebuild per plan	\$ 300,000
	902	383	Roofing replacement per plan	\$ 350,000
	903	379	Carpet/VCT replacement	\$ 10,000
	967	380	1993 hvac replacement	\$ 180,000
<b>Scenic Heights Elementary</b>	900	379	Painting per plan	\$ 7,000
	901	384	Pavement rebuild per plan	\$ 300,000
	902	383	Roofing replacement per plan	\$ 50,000
	903	379	Carpet/VCT replacement	\$ 10,000
	920	369	1967 classroom cabinet replacement - 20 rooms	\$ 600,000
	967	380	1993 hvac replacement	\$ 180,000
<b>Minnetonka Middle School East</b>	900	379	Painting per plan	\$ 14,000
	902	383	Roofing replacement per plan	\$ 125,000
	903	379	Carpet/VCT replacement	\$ 15,000
	967	380	1993 hvac replacement	\$ 250,000
<b>Minnetonka Middle School West</b>	900	379	Painting per plan	\$ 14,000
	902	383	Roofing replacement per plan	\$ 50,000
	903	379	Carpet/VCT replacement	\$ 15,000
	967	380	1993 hvac replacement	\$ 250,000
<b>Minnetonka High School</b>	900	379	Painting per plan	\$ 21,000
	902	383	Roofing replacement per plan	\$ 380,000
	903	379	Carpet/VCT replacement	\$ 20,000
<b>Community Education Center</b>	900	379	Painting per plan	\$ 7,000
	905	380	Replace 1938-area hvac rooftop units-partial	\$ 410,000
<b>Pagel Activity Center</b>	900	379	Painting per plan	\$ 3,000
<b>Highway 7 Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>Shorewood Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>District Service Center</b>	900	379	Painting per plan	\$ 1,000
<b>Warehouse</b>	900	379	Painting per plan	\$ 1,000
<b>Total 26-27</b>				\$ <b>5,400,000</b>

**Minnetonka Independent School District 276  
Long Term Facilities Maintenance Plan**

**FY2028 Projects**

<b>School</b>	<b>Cost Ctr Course</b>	<b>Fin MDE</b>	<b>Project Description</b>	<b>Project Amount</b>
<b>Clear Springs Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Deephaven Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
	908	368	1996 window replacement	\$ 500,000
<b>Excelsior Elementary</b>	900	379	Painting per plan	\$ 7,000
	901	384	Pavement mill and overlay per plan	\$ 325,000
	903	379	Carpet/VCT replacement	\$ 10,000
	908	368	1996 window replacement	\$ 500,000
<b>Groveland Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
	908	368	1996 window replacement	\$ 500,000
<b>Minnewashta Elementary</b>	900	379	Painting per plan	\$ 7,000
	901	384	Pavement rebuild per plan	\$ 100,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Scenic Heights Elementary</b>	900	379	Painting per plan	\$ 7,000
	901	384	Pavement rebuild per plan	\$ 300,000
	902	383	Roofing replacement per plan	\$ 200,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Minnetonka Middle School East</b>	900	379	Painting per plan	\$ 14,000
	902	383	Roofing replacement per plan	\$ 335,000
	903	379	Carpet/VCT replacement	\$ 15,000
<b>Minnetonka Middle School West</b>	900	379	Painting per plan	\$ 14,000
	902	383	Roofing replacement per plan	\$ 400,000
	903	379	Carpet/VCT replacement	\$ 15,000
<b>Minnetonka High School</b>	900	379	Painting per plan	\$ 21,000
	903	379	Carpet/VCT replacement	\$ 20,000
	977	380	Replace area hvac rooftop units-partial	\$ 250,000
	915	380	Ice chiller R-22 replacement	\$ 1,275,000
	978	384	2006 track - rebuild and replace	\$ 1,585,000
<b>Communty Education Center</b>	900	379	Painting per plan	\$ 7,000
<b>Pagel Activity Center</b>	900	379	Painting per plan	\$ 3,000
<b>Highway 7 Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>Shorewood Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>District Service Center</b>	900	379	Painting per plan	\$ 1,000
<b>Warehouse</b>	900	379	Painting per plan	\$ 1,000
<b>Total 27-28</b>				<b>\$ 6,485,000</b>

**Minnetonka Independent School District 276  
Long Term Facilities Maintenance Plan**

**FY2029 Projects**

<b>School</b>	<b>Cost Ctr Course</b>	<b>Fin MDE</b>	<b>Project Description</b>	<b>Project Amount</b>
<b>Clear Springs Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Deephaven Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Excelsior Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
	908	368	1996 window replacement-single story section	\$ 400,000
<b>Groveland Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
	908	368	1996 window replacement	\$ 400,000
<b>Minnewashta Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Scenic Heights Elementary</b>	900	379	Painting per plan	\$ 7,000
	902	383	Roofing replacement per plan	\$ 280,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Minnetonka Middle School East</b>	900	379	Painting per plan	\$ 14,000
	901	384	Pavement mill and overlay per plan	\$ 300,000
	902	383	Roofing replacement per plan	\$ 380,000
	903	379	Carpet/VCT replacement	\$ 15,000
	905	380	Replace unit ventilators - 1958 section - 15 rooms	\$ 600,000
<b>Minnetonka Middle School West</b>	900	379	Painting per plan	\$ 14,000
	901	384	Pavement rebuild per plan	\$ 300,000
	902	383	Roofing replacement per plan	\$ 330,000
	903	379	Carpet/VCT replacement	\$ 15,000
	905	380	Replace unit ventilators - 1958 section - 15 rooms	\$ 600,000
<b>Minnetonka High School</b>	900	379	Painting per plan	\$ 21,000
	901	384	Pavement rebuild per plan	\$ 300,000
	902	383	Roofing replacement per plan	\$ 350,000
	903	379	Carpet/VCT replacement	\$ 20,000
	977	380	Replace MHS cooling tower	\$ 1,045,000
<b>Communty Education Center</b>	900	379	Painting per plan	\$ 7,000
<b>Pagel Activity Center</b>	900	379	Painting per plan	\$ 3,000
<b>Highway 7 Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>Shorewood Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>District Service Center</b>	900	379	Painting per plan	\$ 1,000
<b>Warehouse</b>	900	379	Painting per plan	\$ 1,000
<b>Total 28-29</b>				<b>\$ 5,500,000</b>

**Minnetonka Independent School District 276  
Long Term Facilities Maintenance Plan**

**FY2030 Projects**

<b>School</b>	<b>Cost Ctr Course</b>	<b>Fin MDE</b>	<b>Project Description</b>	<b>Project Amount</b>
<b>Clear Springs Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Deephaven Elementary</b>	900	379	Painting per plan	\$ 7,000
	901	384	Pavement mill and overlay per plan	\$ 300,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Excelsior Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Groveland Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
	908	368	1996 window replacement	\$ 400,000
<b>Minnewashta Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Scenic Heights Elementary</b>	900	379	Painting per plan	\$ 7,000
	902	383	Roofing replacement per plan	\$ 280,000
	903	379	Carpet/VCT replacement	\$ 10,000
	908	368	1967 window replacement	\$ 400,000
	939	368	1967 stucco replacement	\$ 345,000
<b>Minnetonka Middle School East</b>	900	379	Painting per plan	\$ 14,000
	902	383	Roofing replacement per plan	\$ 380,000
	903	379	Carpet/VCT replacement	\$ 15,000
	905	380	Replace unit ventilators - 1958 section - 15 rooms	\$ 600,000
<b>Minnetonka Middle School West</b>	900	379	Painting per plan	\$ 14,000
	902	383	Roofing replacement per plan	\$ 330,000
	903	379	Carpet/VCT replacement	\$ 15,000
	905	380	Replace unit ventilators - 1958 section - 15 rooms	\$ 600,000
<b>Minnetonka High School</b>	900	379	Painting per plan	\$ 21,000
	901	384	Pavement rebuild per plan	\$ 300,000
	902	383	Roofing replacement per plan	\$ 350,000
	902	383	Roofing replacement of dome	\$ 1,500,000
	903	379	Carpet/VCT replacement	\$ 20,000
	977	380	1962-64-86 window replacement	\$ 1,045,000
<b>Communty Education Center</b>	900	379	Painting per plan	\$ 7,000
	901	384	Pavement rebuild per plan	\$ 300,000
<b>Pagel Activity Center</b>	900	379	Painting per plan	\$ 3,000
<b>Highway 7 Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>Shorewood Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>District Service Center</b>	900	379	Painting per plan	\$ 1,000
<b>Warehouse</b>	900	379	Painting per plan	\$ 1,000
<b>Total 29-30</b>				<b>\$ 7,345,000</b>

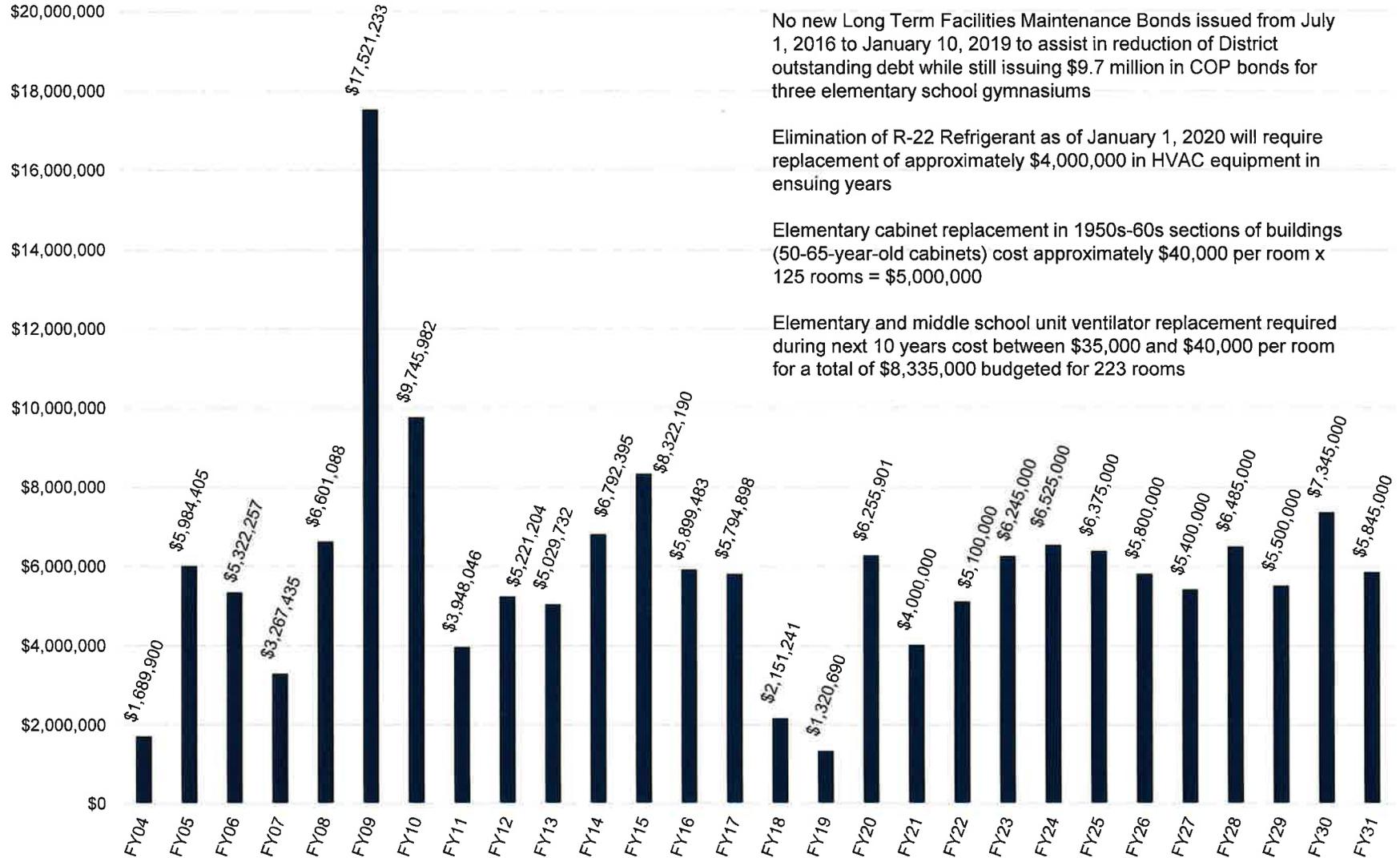
**Minnetonka Independent School District 276  
Long Term Facilities Maintenance Plan**

**FY2031 Projects**

<b>School</b>	<b>Cost Ctr Course</b>	<b>Fin MDE</b>	<b>Project Description</b>	<b>Project Amount</b>
<b>Clear Springs Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Deephaven Elementary</b>	900	379	Painting per plan	\$ 7,000
	901	384	Pavement mill and overlay per plan	\$ 300,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Excelsior Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Groveland Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
	908	368	1996 window replacement	\$ 400,000
<b>Minnewashta Elementary</b>	900	379	Painting per plan	\$ 7,000
	903	379	Carpet/VCT replacement	\$ 10,000
<b>Scenic Heights Elementary</b>	900	379	Painting per plan	\$ 7,000
	902	383	Roofing replacement per plan	\$ 280,000
	903	379	Carpet/VCT replacement	\$ 10,000
	908	368	1967 window replacement	\$ 400,000
	939	368	1967 stucco replacement	\$ 345,000
<b>Minnetonka Middle School East</b>	900	379	Painting per plan	\$ 14,000
	902	383	Roofing replacement per plan	\$ 380,000
	903	379	Carpet/VCT replacement	\$ 15,000
	905	380	Replace unit ventilators - 1958 section - 15 rooms	\$ 600,000
<b>Minnetonka Middle School West</b>	900	379	Painting per plan	\$ 14,000
	902	383	Roofing replacement per plan	\$ 330,000
	903	379	Carpet/VCT replacement	\$ 15,000
	905	380	Replace unit ventilators - 1958 section - 15 rooms	\$ 600,000
<b>Minnetonka High School</b>	900	379	Painting per plan	\$ 21,000
	901	384	Pavement rebuild per plan	\$ 300,000
	902	383	Roofing replacement per plan	\$ 350,000
	903	379	Carpet/VCT replacement	\$ 20,000
	977	380	1962-64-86 window replacement	\$ 1,045,000
<b>Communty Education Center</b>	900	379	Painting per plan	\$ 7,000
	901	384	Pavement rebuild per plan	\$ 300,000
<b>PageI Activity Center</b>	900	379	Painting per plan	\$ 3,000
<b>Highway 7 Education Center</b>	901	384	Parking lot mill & overlay	\$ 1,000
<b>Shorewood Education Center</b>	900	379	Painting per plan	\$ 1,000
<b>District Service Center</b>	900	379	Painting per plan	\$ 1,000
<b>Warehouse</b>	900	379	Painting per plan	\$ 1,000
<b>Total 30-31</b>				<b>\$ 5,845,000</b>

# Long Term Facilities Maintenance History And Projection

Eliminating Deferred Maintenance and Maintaining Buildings in a State of Good Repair for the Long Term



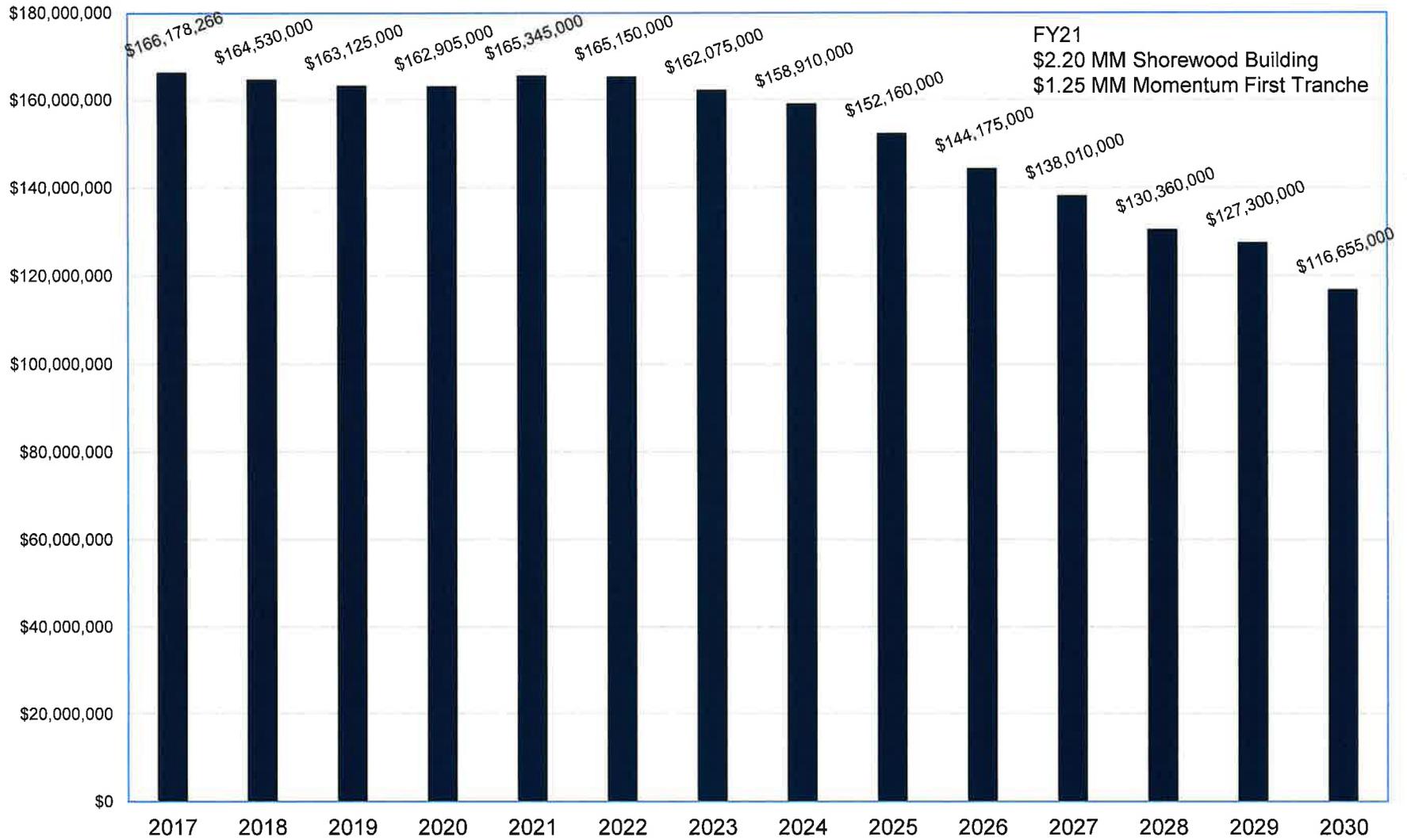
No new Long Term Facilities Maintenance Bonds issued from July 1, 2016 to January 10, 2019 to assist in reduction of District outstanding debt while still issuing \$9.7 million in COP bonds for three elementary school gymnasiums

Elimination of R-22 Refrigerant as of January 1, 2020 will require replacement of approximately \$4,000,000 in HVAC equipment in ensuing years

Elementary cabinet replacement in 1950s-60s sections of buildings (50-65-year-old cabinets) cost approximately \$40,000 per room x 125 rooms = \$5,000,000

Elementary and middle school unit ventilator replacement required during next 10 years cost between \$35,000 and \$40,000 per room for a total of \$8,335,000 budgeted for 223 rooms

## Outstanding Debt Principal Projection At Fiscal Year End – 2017-2020 Actual Through 2030



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

Board Agenda Item XIII.

TITLE: Report on Teachers Achieving Continuing Contract Status

DATE: May 6, 2021

**BACKGROUND**

Each year the administration recommends to the School Board the names of those teachers and administrators who have completed their probationary period, and whom we are recommending receive continuing contract status.

To be eligible for this status, a teacher or administrator must have served a three-year probationary period in the Minnetonka Public Schools, or in cases where the teacher or administrator previously served three or more continuous years in a public Minnesota school district, the teacher or administrator would serve a one-year probationary period in Minnetonka.

Both Minnesota law and our policies require thorough and regular performance evaluations of all probationary teachers and administrators, and we provide support for them through mentoring and regular staff development training.

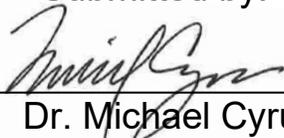
We are confident that the teachers listed on the attached page meet the standards expected of excellence, and will serve our community and students well.

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**RECOMMENDATION:**

That the School Board review the list of probationary teachers on the attached page who will be eligible for continued employment effective at the commencement of the 2021-22 school year.

Submitted by:



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Dr. Michael Cyrus  
Executive Director of Human Resources

Concurrence:



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Dr. Dennis L. Peterson  
Superintendent

**STAFF ELIGIBLE FOR  
CONTINUING CONTRACT STATUS IN 2021-22**

<b>First Name</b>	<b>Last Name</b>	<b>Subject</b>	<b>Building</b>
Jessica	Anderson	Speech Language	Clear Springs
Michael	Barger	Social Studies	MMW
Andrea	Becker	Special Education	MME
Demi	Berg	Grade 6/Social Studies	MMW
Caitlyn	Brice	Special Education	Minnewashta
Jonathan	Broehl	French-Spanish World Language	MHS
Christina	Bruggman	Special Education	MME
Hannah	Camrud	Early Childhood Special Ed	MCEC
Rachel	Chase	Grade 5 Spanish Immersion	Clear Springs
Daniel	Chies	STEM/Computer Science	MMW
Emma	De Santiago	Spanish Immersion	MMW
Kelly	Diekemper	Special Education	MME
Natalie	Ehalt-Bove	Spanish	MHS
Elizabeth	Eichler	Math	MHS
Alyssa	Engdahl	Occupational Therapist	Excelsior
Laura	Fransen	Special Education	MHS
Jonathan	Gonzalez Bonilla	Grade 1 Spanish Immersion	Minnewashta
Mathew	Gorman	Special Education	MHS
Joy	Gresham	Kindergarten	Minnewashta
Amy	Gutierrez-Paine	Kindergarten Spanish Immersion	Minnewashta
Peggy	Hilbrands	School Psychologist	District -Sped
Rayen	Inostroza	Spanish	MHS
Adrienne	Johnson	Special Education	MHS
Cassandra	Klein	School Counselor	MHS
Joshua	Kukowski	Social Studies Spanish Immersion	MME
Bo	Liu	Chinese Immersion	MHS
Emily	Lukens	Special Education	MMW
Kyle	McDonald	Art	Groveland
Anna	Molina	Grade 2 Spanish Immersion	Clear Springs
Daniela	Moscoso-Donoso	Grade 3 Spanish Immersion	Minnewashta
Laura	Muzzio Torter	Kindergarten Spanish Immersion	Clear Springs
Joel	Newman	Spanish Immersion	MME
Patrick	O'Keefe	Music	Excelsior
Blanca	Orteu Duran-Sindreu	Grade 5 Spanish Immersion	Deephaven
Fabio	Ortiz Corredor	Social Studies Spanish Immersion	MMW
Stuart	Pease	Language Arts	MHS
Kelly	Peryam	Special Education	District -Sped
Kevin	Pinck	Grade 1 Spanish Immersion	Groveland
Keely	Pullman	Special Education	Scenic Heights
Jessica	Ronk	Science	MHS
Kathleen	Ruemmele	Speech Language Pathologist	Elementary
Madeline	Schinke	Early Childhood Special Ed	MCEC

Sandra	Serrano Notivoli	Grade 1 Spanish Immersion	Minnewashta
Rocio	Sotelo Arce	Spanish	MHS
Kristen	Spilane	Special Education	Excelsior
Melissa	Talmo	Speech Language Pathologist	Elementary
Angela	Tuma	Reading/Language Arts	MME
Joshua	Wagner	Special Education	MHS
Bernadette	Walker	Elementary-Reading	Groveland
Nathan	Wentz	Math	MHS
Benjamin	Whitcomb	Math	MHS
Monique	Wiley	Special Education	MME
Katherine	Wilson	Speech Language	Clear Springs
Li	Zheng	Grade 5 Chinese Immersion	Scenic Heights

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

**Board Agenda Item XIV.**

**TITLE:** Approval of Non-Renewal

**DATE:** May 6, 2021

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**BACKGROUND**

Minnesota Law provides that “During the probationary period any annual contract with any teacher may or may not be renewed as the School Board sees fit; 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.

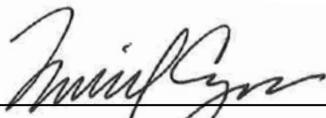
The School District’s obligations include furnishing the teacher with appropriate supervision, which is spelled out clearly in state law. The reasons for termination of probationary staff are varied; the teacher has the right to ask for and receive within 10 days reasons for the termination in writing.

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**RECOMMENDATION/FUTURE ACTION:** That the School Board acts upon the attached resolutions in the following manner:

1. That the resolution relating to the termination and non-renewal of the teacher(s) be read out loud (see italics section on attached page);
2. That the name(s) of the licensed staff to be terminated be moved and seconded (see motion); and
3. That there is a roll call vote on the action.

Submitted by:



Dr. Michael Cyrus  
Executive Director of Human Resources

Concurrence:



Dr. Dennis L. Peterson  
Superintendent

**RESOLUTION RELATING TO THE  
TERMINATION AND NON-RENEWAL OF THE TEACHING CONTRACTS OF THE  
PROBATIONARY TEACHERS**

*WHEREAS, the teacher(s) listed below, is/are probationary teacher(s) in Independent School District No. 276.*

**Eugenia Cegla**-Science Teacher, Minnetonka Middle School West

*BE IT RESOLVED, by the School Board of Independent School District No. 276, that pursuant to Minnesota Stat. §122A.40, that the teaching contract(s) of the probationary teacher(s) named above in Independent School District No. 276, is/are hereby terminated and not renewed.*

*BE IT FURTHER RESOLVED that written notice be sent to said teacher(s) regarding the termination and non-renewal of said contract(s) as provided by law, and that said notice shall be in substantially the following form:*

**NOTICE OF TERMINATION AND NON-RENEWAL OF A TEACHING CONTRACT**

Name of teacher  
Building of teacher

DATE: May 6, 2021

You are hereby notified that at a regular meeting of the School Board of Independent School District No. 276 held on May 6, 2021, a resolution was adopted by a majority roll call vote to terminate and not to renew your contract for the 2021-22 school year. Said action of the Board is taken pursuant to Minnesota Statutes, Section 122A.40.

You may request that the School Board give its reasons for the non-renewal of your teaching contract.

Yours very truly,

SCHOOL BOARD OF INDEPENDENT  
SCHOOL DISTRICT NO. 276

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Chair of the School Board

**CONSENT**

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

**Board Agenda Item XV.**

**Title: Resolution Pertaining to Consent Agenda**

**Date: May 6, 2021**

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**OVERVIEW:**

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

The following are the recommendations included within the Consent Agenda for May 6, 2021:

- a. Minutes of April 8 Regular Meeting and Closed Session
  - b. Study Session Summary of April 19
  - c. Payment of Bills
  - d. Recommended Personnel Items
  - e. Gifts and Donations
  - f. Electronic Fund Transfers
  - g. Approval of Individual Contracts
  - h. Approval of Individual Pay Changes
  - i. Approval of Policy #432: Confidential Support Staff
- 

**RECOMMENDATION/FUTURE DIRECTION:**

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

Submitted by: \_\_\_\_\_



**Dennis L. Peterson, Superintendent**

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

Board Agenda Item XV. c

Title: Payment of Bills

Date: May 6, 2021

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**OVERVIEW:**

Presented for Board approval are the monthly disbursement totals by fund for Minnetonka Public Schools for the month of March 2021.

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**RECOMMENDATION/FUTURE DIRECTION:**

It is recommended that the Board approve the disbursements as presented for the month of March 2021.

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Submitted by:



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**Bridget Merrill-Myhre**  
Coordinator of Accounting

Approved by:



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

Concurrence:



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**Dennis L. Peterson**  
Superintendent of Schools

## MINNETONKA DISTRICT #276

TO: Dr. Dennis Peterson  
FROM: Bridget Merrill-Myhre  
RE: Payment of Bills – March 2021  
Board Meeting Date: May 6, 2021

The following disbursements are submitted for the month of March:

Recommend the payment of bills in the sum of \$6,583,636.41 by check #465069 - #465514 and ACH #202101771 - #202102005, and wire transactions #202001216 - #202001317 as follows:

MARCH		
	FUND	
01	GENERAL FUND	4,895,149.40
02	CHILD NUTRITION	238,378.47
03	PUPIL TRANSPORTATION	163,112.06
04	COMMUNITY SERVICE	311,225.69
05	CAPITAL EXPENDITURE	140,303.42
09	TRUST - FIDUCIARY	18,009.51
11	EXTRA/CO-CURRICULAR	125,658.61
12	ATHLETIC FEE	4,314.16
20	SELF INSURANCE	109,267.69
40	CULTURAL ARTS CENTER	54,823.32
41	DOMES OPERATIONS	21,168.30
42	AQUATICS PROGRAM	30,206.67
43	PAGEL CENTER	29,275.68
46	LTFM	6,982.52
56	CONSTRUCTION PROJECTS	139,520.75
66	CAPITAL PROJECTS LEVY	296,240.16
		\$ 6,583,636.41
	SALARIES	\$ 5,408,458.57
	TOTAL	<u>\$ 11,992,094.98</u>

  
Bridget Merrill-Myhre

April 29, 2021  
Date

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

Board Agenda Item XV. d.

**TITLE:** Recommended Personnel Items

**DATE:** May 6, 2021

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**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.

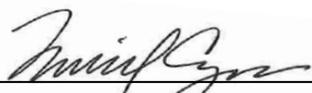
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**FUTURE ACTION/RECOMMENDATION:**

The administration recommends approval of all attached personnel changes.

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Submitted by:



Dr. Michael Cyrus  
Executive Director of Human Resources

Concurrence by:



Dr. Dennis L. Peterson  
Superintendent

**RECOMMENDED PERSONNEL ITEMS**

**I. INSTRUCTION**

APPOINTMENTS	ASSIGNMENT	EFFECTIVE	SALARY
ALLEN, DANI	SPECIAL ED, 1.0 FTE, EXC	8/31/21-6/13/22	\$48,634
ANDERSON, KAYLA	GRADE 5, 1.0 FTE, CS	8/31/21-6/13/22	\$61,857
AUNE, JANNA	SPANISH, 0.6 FTE, MHS	8/31/21-6/13/22	\$49,916.40
AUNE, JANNA	SPANISH, 0.4 FTE, MHS	2021-22	\$33,277.60
BARKER, ALEX	MATH, 1.0 FTE, MMW	8/31/21-6/13/22	\$47,353
BATALDEN, JENNIFER	GRADE 1, 1.0 FTE, EXC	8/31/21-6/13/22	\$64,661
BATTERMAN, KATHRYN	BUSINESS EDUC/SOCIAL STUDIES, 1.0 FTE, MHS	2021-22	\$54,660
BAUMER, ALYSSA	LANG ARTS, 1.0 FTE, MHS	2021-22	\$47,353
BERG, DEMI	GRADE 6 SOCIAL STUDIES, 1.0 FTE, MMW	2021-22	\$47,353
BERLIN, KYLE	MATH, 1.0 FTE, MMW	2021-22	\$46,069
BOEHM, EMMA	SCIENCE, 1.0 FTE, MHS	8/31/21-6/13/22	\$44,787
BROEHL, JONATHAN	FRENCH, 0.4 FTE, MHS	2021-22	\$31,220.40
BROEHL, JONATHAN	FRENCH, 0.2 FTE, MHS	8/31/21-6/13/22	\$15,610.20
CHIES, DANIEL	STEM/COMPUTER SCIENCE, 0.8 FTE, MMW	2021-22	\$57,659.20
CHIES, DANIEL	STEM/COMPUTER SCIENCE, 0.2 FTE, MMW	8/31/21-6/13/22	\$14,414.80
CHU, JENNIFER	GRADE 5, 1.0 FTE, MWTA	8/31/21-6/13/22	\$65,455
DAVEN, MADALYN	ECSE, 1.0 FTE, MCEC	8/31/21-6/13/22	\$46,069
ELIAS, KELLY	SPECIAL ED, 1.0 FTE, CS	2021-22	\$44,787
FARNUM, ELIZABETH	SPEECH LANG, 0.2 FTE, GR	8/31/21-6/13/22	\$12,371.40
FORST, JENIFER	RSK, 1.0 FTE, CS	8/31/21-6/13/22	\$67,255
GODDARD, SALLY	READING, 1.0 FTE, SH	2021-22	\$94,312
GOESER, KRISTIN	ADAPTIVE PHY ED, 1.0 FTE, MME/MHS	2021-22	\$58,259
GRIFFITH, ALEXANDER	LANG ARTS, 0.6 FTE, MMW	2021-22	\$26,872.20
GRIFFITH, ALEXANDER	LANG ARTS, 0.4 FTE, MMW	8/31/21-6/13/22	\$8,957.40
HOFFMAN, MICHAEL	GRADE 5, 1.0 FTE, CS	8/31/21-6/13/22	\$96,313
HOOPS, ROBERT	SCIENCE, 1.0 FTE, MHS	8/31/21-6/13/22	\$56,458
KLASS, ABBY	GRADE 1, 1.0 FTE, EXC	8/31/21-6/13/22	\$47,353
KOHR, KARI	KINDERGARTEN, 1.0 FTE, DH	8/31/21-6/13/22	\$56,458
LI, XINHUA	GRADE 1 CHINESE IMMERSION, 1.0 FTE, EXC	8/31/21-6/13/22	\$52,860
MEAGHER, ANGELA	GRADE 3, 1.0 FTE, MWTA	8/31/21-6/13/22	\$78,051
MELZ, BAILEY	SOCIAL STUDIES, 1.0 FTE, MHS	2021-22	\$52,860
NANDAKUMAR, BHUVANA	SCIENCE, 1.0 FTE, MHS	2021-22	\$82,810
PEARSON, MADELYN	GRADES 4-5 MATH SUPPT ENGLISH & SPANISH IMMERSION, 1.0 FTE, DH	8/31/21-6/13/22	\$44,787
PEASE, STUART	LANG ARTS, 1.0 FTE, MHS	2021-22	\$61,589
REEDY, ALICIA	SPEECH LANG PATH, 0.05 FTE, MME	8/31/21-6/13/22	\$3,092.85
ROCHE, JOHN	MATH, 0.4 FTE, MHS	2021-22	\$22,583.20
ROCHE, JOHN	MATH, 0.6 FTE, MHS	8/31/21-6/13/22	\$33,874.80
SOTELO ARCE, ROCIO	SPANISH, 1.0 FTE, MHS	2021-22	\$77,021
TAYLOR, DEBBIE	SPECIAL ED, 0.8 FTE, MME	8/31/21-6/13/22	\$72,485.60
WIEMAN, RILEY	SPEECH LANG PATH, 1.0 FTE, EXC/MWTA	8/31/21-6/13/22	\$58,259
WIESE, SARAH	SPECIAL ED, 1.0 FTE, MME	2021-22	\$54,660
WILSON, KATHERINE	SPEECH LANG PATH, 0.2 FTE, CS	8/31/21-6/13/22	\$13,451

RESIGNATIONS	ASSIGNMENT	EFFECTIVE	REASON
ANDERSON, WENDY	ART, 1.0 FTE, ELEM	6/10/21	RESIGNATION
DELMAN, PAUL	CHINESE IMMERSION/SOCIAL STUDIES, 1.0 FTE, MME/MMW	6/10/21	RESIGNATION
HENDRICKSON, THERESA	COMPUTER SCIENCE, 1.0 FTE, MHS	6/10/21	RESIGNATION
JOHNSON, SARA	NURSE, 0.2 FTE, MCEC	6/8/21	RESIGNATION
LARKIN, KELLY	SPECIAL ED, 1.0 FTE, CS	6/10/21	RESIGNATION
LI, SHIYUN	GRADE 2 CHINESE IMMERSION, 1.0 FTE, SH	6/10/21	RESIGNATION
MOON, KRISTEN	ORCHESTRA/MUSIC, 1.0 FTE, DH/GR	6/10/21	RESIGNATION
NELSON, BRITTA	NURSE, 0.75 FTE, TPLUS	6/30/21	RETIREMENT
TURNER, ELISABETH	MTKA PRESCHOOL, 0.568 FTE, MCEC	6/2/21	RETIREMENT
YUNGMANN, BROOKE	SPECIAL ED, 1.0 FTE, MWTA	6/10/21	RESIGNATION

LEAVES	ASSIGNMENT	EFFECTIVE	REASON
ADAMEK, MARYROSE CHENG, CHIAHSUAN DOW, MARGARET DUFFY, JULIA HUANG, PEI JOHNSON, ALEX LATTERELL, CLARE LUNDEEN, ABBY NELSON, KATHRYN OLSEN, LAUREN OLSON, WENDY PENNING, HANNAH REINHILLER, GREG RYAN, MEGAN SERRANO, SANDRA ZHAO, JING	GRADE 3, 1.0 FTE, ELEARING ELEMENTARY CHINESE IMMERSION, 1.0 FTE, SH HEALTH, 1.0 FTE, MHS SPANISH IMMERSION, 0.8 FTE, MME – REQUESTING 0.2 FTE LOA GRADE 4 CHINESE IMMERSION, 1.0 FTE, EXC MATH, 1.0 FTE, MHS LANG ARTS, 0.8 FTE, MMW – REQUESTING 0.2 FTE LOA GRADE 6/HEALTH, 1.0 FTE, MME SPANISH, 0.7 FTE, MME FACS, 1.0 FTE, MHS RTI, 0.3 FTE, DH – REQUESTING 0.7 FTE LOA ELEM SUPPORT, 0.5 FTE, ELEARIN SCIENCE, 0.6 FTE, MME – REQUESTING 0.4 FTE LOA SPECIAL ED, 1.0 FTE, EXC GRADE 1 SPANISH IMMERSION, 1.0 FTE, MWTA ELEMENTARY CHINESE IMMERSION, 1.0 FTE, EXC	4/14/21-6/10/21 2021-22 4/26/21-5/26/21 2021-22 9/10/21-11/24/21 5/21/21-5/31/21 2021-22 8/31/21-11/24/21 2021-22 3/8/21-5/21/21 2021-22 5/14/21-5/28/21 2021-22 2021-22 2021-22 2021-22	FAMILY ILLNESS PERSONAL MEDICAL PERSONAL CHILD REARING MEDICAL PERSONAL CHILD REARING PERSONAL MEDICAL PERSONAL MEDICAL PERSONAL PERSONAL PERSONAL

STATUS CHANGES	CURRENT ASSIGNMENT	EFFECTIVE	CHANGE
ALLEY, ELIZABETH CEGLA, EUGENIA CRIST, PAULA FLICEK, LAURA GRIFFITH, ALEXANDER  HOWELL, AMY JOHNSON, ADRIENNE JOHNSON, SARA KNIGHT, JULIE LONG, YE  NESS, RACHEL PINCK, KEVIN PRELL, KATHRYN REEDY, ALICIA REINHILLER, GREG ROJAS, JESSICA RUEMMELE, KATHLEEN STRAND, CONNIE TALMO, MELISSA	GRADE 3 LTS, 1.0 FTE, EXC (1/21/21-4/30/21) SCIENCE, 1.0 FTE, MMW RESERVE TEACHER/RETIREE GRADE 5 SPANISH IMMERSION, 1.0 FTE, CS LANG ARTS, 0.4 FTE, MMW (ALL YEAR) LANG ARTS LTS, 0.4 FTE, MHS (1 <sup>ST</sup> SEM ONLY) OCCUPATIONAL THERAPIST, 0.2 FTE, SH SPECIAL ED, 1.0 FTE, MHS NURSE, 0.75 FTE, CS/MCEC SPECIAL ED, 1.0 FTE, EXC ELEM CHINESE IMM FLOAT/GR. 4 CHIN IMM LTS, 1.0 FTE, SH, 1/4/21-6/10/21 GRADE 2, 1.0 FTE, MWTA GRADE 1 SPANISH IMMERSION, 1.0 FTE, GR OCCUPATIONAL THERAPIST, 0.9 FTE, MMW/MCEC SPEECH LANG PATH, 0.7 FTE, MME SCIENCE, 1.0 FTE, MME KINDERGARTEN SPANISH IMMERSION, 1.0 FTE, DH SPEECH LANG PATH TEMP, 0.5 FTE, EXC/GR, 9/23/20-6/10/21 RESERVE TEACHER/RETIREE SPEECH LANG PATH TEMP, 0.5 FTE, EXC/GR, 9/24/20-6/10/21	5/3/21-5/28/21 4/6/21-6/10/21 4/14/21-6/10/21 2021-22 2021-22  8/31/21-6/13/22 2021-22 2021-22 2021-22 8/31/21-6/13/22  8/31/21-6/13/22 2021-22 2021-22 2021-22 2021-22 2021-22 2021-22 3/18/21-5/21/21 2021-22	ADD: TITLE ONE LTS, 0.6 FTE, EXC ADD: SCIENCE, 0.2 FTE, MMW (OVERLOAD) GRADE 3 LTS, 1.0 FTE, ELEARIN (GR HOME BLDG) GRADE 3 SPANISH IMMERSION, 1.0 FTE, GR LANG ARTS, 0.8 FTE, MMW  OCCUPATIONAL THERAPIST, 0.3 FTE, SH SPECIAL ED, 1.0 FTE, MME NURSE, 0.55 FTE, CS SPECIAL ED ACADEMIC STRATEGIST, 1.0 FTE, DISTRICT-WIDE GRADE 4 CHINESE IMMERSION, 1.0 FTE, EXC  GRADE 2, 1.0 FTE, SH GRADE 2 SPANISH IMMERSION, 1.0 FTE, MWTA OCCUPATIONAL THERAPIST, 0.8 FTE, MMW/MCEC SPEECH LANG PATH, 0.75 FTE, MME/MHS SCIENCE, 0.6 FTE, MME KINDERGARTEN SPANISH IMMERSION, 1.0 FTE, MWTA SPEECH LANG PATH, 0.5 FTE, SH FACS LTS, 1.0-0.8 FTE, MHS SPEECH LANG PATH, 0.5 FTE, EXC

**II. BUSINESS AND OTHER NON-INSTRUCTIONAL SERVICES**

APPOINTMENTS	ASSIGNMENT	EFFECTIVE	SALARY
ANDERSON-BLYTHE, OLIVIA FOKKEN, KIM LITTLER, HANNAH TRAPP, AMBER URBIA, CHRISTOPHER	EXPLORERS CLUB PRGM ASST, 10.5 HRS/WK, GR CUSTODIAN, 8 HRS/DAY, GR EXPLORERS CLUB PRGM ASST, 12 HRS/WK, GR ADULT PROG MGR, 1.0 FTE, MCEC CUSTODIAN, 8 HRS/DAY, MMW	4/26/21 4/13/21 4/14/21 4/12/21 4/19/21	\$14.65/HR \$18.46/HR \$14.65/HR \$48,000 ANNUALLY \$18.31/HR

RESIGNATIONS	ASSIGNMENT	EFFECTIVE	REASON
CARTER, TRISTAN  DESENSKI-WILLIS, NICOLE ERICKSON, CAROL FRIBERG, JESSICA NAXAY, JENNY  NHUL, ELIZABETH  PAULSON, JODI	CLASS B SUPVRY PARA, 8.5 HRS/WK, MME CLASS D SPEC ED PARA, 20 HRS/WK, MME LEVEL I DEPT OFFICE ASST, 6 HRS/DAY, MHS CLASS B SCIENCE PARA, 7 HRS/DAY, MHS CLASS B SUPVRY PARA, 6.5 HRS/DAY, MME CLASS D SPEC ED PARA, 4 HRS/DAY, MHS CLASS B HALL PARA, 3.5 HRS/DAY, MHS EXPLORERS PRGM LEAD, 4 HRS/DAY, GR CLASS A LR/PG/SUPVRY PARA, 2.5 HRS/DAY, GR CLASS D SPEC ED PARA, 6.75 HRS/DAY, CS	4/23/21  5/13/21 6/9/21 4/30/21 5/4/21  4/16/21  6/9/21	RESIGNATION  RESIGNATION RETIREMENT RESIGNATION RESIGNATION  RESIGNATION  RETIREMENT

PEARSON, STEPHANIE	LEVEL V HEAD OFFICE ASST, 8 HRS/DAY, DH	6/18/21	RESIGNATION
RICHTER, NATASHA	AQUATICS FACILITIES SUPVR, 15 HRS/WK, AQUATICS/MME	4/19/21	RESIGNATION
STOCK, GARY	CUSTODIAN, 8 HRS/DAY, SH	5/31/21	RESIGNATION
WAHL, JEFF	CLASS A LR/PG/SUPVRY PARA, 4 HRS/DAY, CS	3/26/21	RESIGNATION
WALD, KAYLA	EXPLORERS CLUB PRGM ASST, 4 HRS/DAY, SH	5/7/21	RESIGNATION
WILHELMY JUAREZ, AMALIA	CLASS C SPAN IMM CLRM PARA, 5 HRS/DAY, GR	4/13/21	RESIGNATION
	CLASS C BUS/TRAFFIC PARA, 45 MIN/DAY, GR		
	CLASS A LR/PG/SUPVRY PARA, 1 HR/DAY, GR		
ZHENG, CHOLAN	CLASS C CHINESE IMM CLRM PARA, 6.75 HRS/DAY, SH	4/14/21	RESIGNATION

LEAVES	ASSIGNMENT	EFFECTIVE	REASON
NONE			

STATUS CHANGES	CURRENT ASSIGNMENT	EFFECTIVE	CHANGE
CULLEN, DYLAN	TEMP CLASS D SPEC ED PARA, 6.5 HRS/DAY, MWTA	4/7/21	PARA SUB
DYE, BRENDAN	EXPLORERS CLUB PRGM LEAD, 30 HRS/WK, GR	4/6/21	EXPLORERS CLUB PRGM LEAD, 10 HRS/WK, GR
FICKLIN, EDDIE	SEASONAL POSITIONS FOR COMM. ED: REFEREE, INSTRUCTOR, GYM SUPVR	4/19/21	YOUTH RECREATION PRGM MGR, 1.0 FTE, MCEC
SOUBA, SANDRA	HUMAN RESOURCES SPECIALIST, 8 HRS/DAY, DSC, CONFIDENTIAL SUPPORT STAFF POLICY #432	5/1/21-6/30/23	HUMAN RESOURCES COORDINATOR, 1.0 FTE, DSC
TOLBERT, MICHAEL	CLASS B HALL PARA, 3 HRS/DAY, MHS, LAST DAY 4/6/21	4/7/21	CUSTODIAN, 5.5 HRS/DAY, GR
	EXPLOR. CLUB PRGM ASST, 6-15 HRS/WK, GR, LAST DAY 4/19/21	4/19/21	CUSTODIAN, 8 HRS/DAY, GR

### III. IN-DISTRICT APPOINTMENTS

APPOINTMENT	ASSIGNMENT	BUILDING	EFFECTIVE	SALARY
ANDERSON, MITCH	ASST BASEBALL COACH	MHS	3/29/21-6/19/21	\$3,000
ANDRUSKIEWICZ, TONYA	GIRLS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$4,375
BELL, JASON	BOYS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$4,605
BERNARD, BRETT	BOYS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$4,375
BHOJWANI, COLLIN	BOYS LACROSSE ASST COACH	MHS	4/5/21-6/19/21	\$3,706
BUSS, JENNA	GIRLS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$4,375
CARLSON, JOSEPH	BOYS GOLF ASST COACH	MHS	4/5/21-6/16/21	\$3,706
CRANDALL, KRISTA	GIRLS LACROSSE CO-HEAD COACH	MHS	4/5/21-6/19/21	\$4,656.50
DAHL, EVAN	BOYS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$1,500
DRYKE, JON	BOYS LACROSSE ASST COACH	MHS	4/5/21-6/19/21	\$3,820
DYE, BRENDAN	ASST BASEBALL COACH	MHS	3/29/21-6/19/21	\$2,500
EISENMANN, DAVE	GIRLS TRACK AND FIELD ASST COACH	MMW	4/8/21-5/29/21	\$2,964
ELFNER, LUKE	BOYS GOLF HEAD COACH	MHS	4/5/21-6/16/21	\$5,377
ESCH, MARK	SPRING WEIGHT ROOM SUPVR	MHS	4/5/21-6/6/21	\$6,359.50
FASNACHT, JOSEPH	ASST BASEBALL COACH	MHS	3/29/21-6/19/21	\$4,525.40
FINCH, JAMES	BOYS TRACK AND FIELD HEAD COACH	MHS	4/5/21-6/19/21	\$6,307
GABLER, NICK	ASST BASEBALL COACH	MHS	3/29/21-6/19/21	\$2,150
GEHRMAN, KRISTINE	GIRLS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$4,489
GOETHKE, ADAM	ASST BASEBALL COACH	MHS	3/29/21-6/19/21	\$3,000
GONDECK-BECKER, DAVID	BOYS TRACK AND FIELD ASST COACH	MMW	4/8/21-5/29/21	\$2,964
GOODSPEED-GROSS, JERI	GIRLS TRACK AND FIELD ASST COACH	MMW	4/8/21-5/29/21	\$2,964
HALL, JACK	BOYS TENNIS ASST COACH	MMW	4/8/21-5/29/21	\$2,316
HEAGNEY, MARC	BOYS LACROSSE ASST COACH	MHS	4/5/21-6/19/21	\$3,706
HOEHNE, KIM	GIRLS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$4,605
HROMOTKA, MICHELLE	GIRLS LACROSSE CO-HEAD COACH	MHS	4/5/21-6/19/21	\$4,540.50
JARMUS, SCOTT	BOYS LACROSSE ASST COACH	MHS	4/5/21-6/19/21	\$3,706
JOHNSON, TERESA	SOFTBALL ASST COACH	MHS	3/29/21-6/19/21	\$4,605
KARON, ISMAIL	BOYS TRACK AND FIELD ASST COACH	MME	4/6/21-5/27/21	\$2,848

KOKESH, TIM	BOYS TENNIS ASST COACH	MME	4/6/21-5/27/21	\$2,546
KYLLO BECHER, SARAH	GIRLS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$4,605
LARSON, KRISTA	GIRLS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$4,605
LEBLANC, LEEANN	GIRLS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$4,375
LUNDGREN, DAVE	GIRLS HEAD TENNIS COACH	MME	9/8/20-10/23/20	\$3,318
MALEWIG, JAMES	BOYS TRACK AND FIELD HEAD COACH	MMW	4/8/21-5/29/21	\$3,760
MARTINSON, SARA	GIRLS GOLF HEAD COACH	MHS	4/5/21-6/16/21	\$5,377
MCNEAL, JERRY	BOYS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$4,489
MELZ, BAILEY	ASST BASEBALL COACH	MHS	3/29/21-6/19/21	\$1,250
METZGER, KELLI	GIRLS TRACK AND FIELD HEAD COACH	MME	4/6/21-5/27/21	\$3,876
MEYEN, JESSE	GIRLS TRACK AND FIELD HEAD COACH	MMW	4/8/21-5/29/21	\$3,760
MOORE, MICAYLA	SOFTBALL CO- ASST COACH	MHS	3/29/21-6/19/21	\$2,187.50
MYERS, CHRISTINE	GIRLS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$4,375
NELSON, JESSE	CI/PI ADAPTED BOWLING COACH	MHS	3/2021-5/22/21	\$956.60
NELSON, JESSE	BOYS TRACK AND FIELD ASST COACH	MMW	4/8/21-5/29/21	\$2,734
NOOR, LISA	CI/PI ADAPTED BOWLING HEAD COACH	MHS	3/2021-5/22/21	\$1,070.60
OLSON, STACIE	SOFTBALL CO-ASST COACH	MHS	3/29/21-6/19/21	\$4,489
PEKAREK, JAMES	GIRLS LACROSSE ASST COACH	MHS	4/5/21-6/19/21	\$3,706
REIMER-MORGAN, JANE	GIRLS TRACK AND FIELD HEAD COACH	MHS	4/5/21-6/19/21	\$6,307
RENLUND, JEFF	BOYS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$4,605
SCHAFFER, MARY	CI/PI ADAPTED BOWLING COACH	MHS	3/2021-5/22/21	\$956.60
STEFFEN, JOHN	BOYS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$4,605
SWENSON, PETER	ASST BASEBALL COACH	MHS	3/29/21-6/19/21	\$3,250
TOLEN, ROD	WEIGHT ROOM ASST SUPVR	MHS	4/2021-6/2021	\$16.00/HR
TWENGE, PAUL	HEAD BASEBALL COACH	MHS	3/29/21-6/19/21	\$6,307
WAGNER, JOSH	BOYS TRACK AND FIELD ASST COACH	MHS	4/5/21-6/19/21	\$4,489
WALKOWSKI, IAN	ASST BASEBALL COACH	MHS	3/29/21-6/19/21	\$4,000
WIIG, MARY BETH	HEAD SOFTBALL COACH	MHS	3/29/21-6/19/21	\$6,307
WILSON, CHRIS	ASST BASEBALL COACH	MHS	3/29/21-6/19/21	\$2,100
WOODRUFF, REILLY	BOYS TENNIS ASST COACH	MMW	4/8/21-5/29/21	\$2,316
YUE, JOSH	BOYS LACROSSE HEAD COACH	MHS	4/5/21-6/19/21	\$5,377

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

**Board Agenda Item XV. e**

**Title: Gifts and Donations**

**Date: May 6, 2021**

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**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 jurisdiction of the Minnetonka School Board.

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

Kopp Family Foundation \$4,000.00

**RECOMMENDATION:** That the School Board accepts the following donation to be placed in the Minnetonka Mail Fund:

Minnetonka Skippers Booster Club \$100.00

**RECOMMENDATION:** That the School Board accepts the following donation to be placed in the Minnetonka Super Mileage Program Fund:

Optimist of Glen Lake \$500.00

**RECOMMENDATION:** That the School Board accepts the following donation to be placed in Tonka Serves Steering Committee Fund:

Minnetonka Skippers Booster Club \$100.00

**RECOMMENDATION:** That the School Board accepts the following donation to be placed in the Minnetonka Middle School East Student Needs Fund:

The Blackbaud Giving Fund \$125.00

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

MME PTA \$2,691.92

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

The Blackbaud Giving Fund	\$100.00
The Blackbaud Giving Fund	\$70.00

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

Stephanie Hoffman	\$100.00
Frontstream	\$33.32

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

Brent Rickenbach	\$47.44
Kurt Hoddinot	\$200.04
Anonymous	\$75.00

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**TOTAL GIFTS AND DONATIONS FOR 2020-2021\*** = **\$158,584.17**

\*Total amount reflects gifts & donations submitted for board approval in 2020-2021.

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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. f**

**Title:** Electronic Fund Transfers

**Date:** May 6, 2021

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**EXECUTIVE SUMMARY:**

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

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**RECOMMENDATION:**

It is recommended that the School Board approve the attached automatic withdrawals and investments from the General Fund for March 2021.

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**Submitted by:** \_\_\_\_\_



Paul Bourgeois, Executive Director of Finance & Operations

