

SCHOOL BOARD MEETING

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

www.minnetonkaschools.org

February 1, 2024

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)

- 6:45 Recognitions: DECA State Qualifiers; DSC Honored Artists from MHS
- 7:00 I. Call of Meeting to Order
- II. Pledge to the Flag
- III. Adoption of the Agenda
- IV. School Report: Scenic Heights
- 7:15 V. Community Comments
 Community Comments is an opportunity for the public to address the School Board on an item included in this agenda in accordance with the guidelines printed on the reverse.
- 7:20 VI. Review and Possible Approval of Policy #626: Secondary Grading and Reporting Pupil Achievement (*Weighted Grades*)
- 7:35 VII. Policy Approvals
 a. #417: Chemical Use Violations
 b. #709: Student Transportation Safety
 c. #719: Nutrition Services
 d. #613: Graduation Requirements
- 7:40 VIII. Approval of Middle School Program Proposal
- 8:10 IX. Approval of Enrollment Cap
- 8:25 X. Approval of iPad Lease Purchase
- 8:30 XI. Acceptance of Bid for Water Supply System Replacement at MME

- 8:35 XII. CONSENT AGENDA
- a. Minutes of January 4 Regular Meeting and Closed Session; and Closed Sessions of January 18, 2024
 - b. Study Session Summary of January 18, 2024
 - c. Payment of Bills
 - d. Recommended Personnel Items
 - e. Gifts and Donations
 - f. Electronic Fund Transfers
 - g. American Indian Parent Committee Resolution
 - h. Pay Equity Report
 - i. Out of State Student Travel
- 8:35 XIII. Board Reports
- 8:40 XIV. Superintendent's Report
- 8:45 XV. Announcements
- 8:45 XVI. 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 the meeting agenda—except for the Consent Agenda and/or information that personally identifies or violates the privacy rights of an individual—during *Community Comments* will be acknowledged by the Board Chair. When called upon to speak, please state your name, address and topic. All remarks shall be addressed to the Board as a whole, not to any specific member(s) or to any person who is not a member of the Board.
2. If there are a number of individuals present to speak on the same topic, please designate a spokesperson who can summarize the issue.
3. Please limit your comments to three minutes. Longer time may be granted at the discretion of the Board Chair. If you have written comments, the Board would like to have a copy, which will help them better understand, investigate and respond to your concern.
4. During *Community Comments* the Board and administration listen to comments. Board members or the Superintendent may ask clarifying questions of you in order to gain a thorough understanding of your concern, suggestion or request. If there is any response or follow-up to your comment or suggestion, you will be contacted via email or phone by a member of the Board or administration in a timely manner.
5. Please be aware that disrespectful comments or comments of a personal nature, directed at an individual either by name or inference, will not be allowed. Personnel concerns should be directed first to a principal or executive director of the department, then to the Executive Director of Human Resources, then to the Superintendent and finally in writing to the Board.

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

REPORT

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

Board Agenda Item IV.

Title: School Report: Scenic Heights

Date: February 1, 2024

EXECUTIVE SUMMARY:

Scenic Heights Principal Joe Wacker and Assistant Principal Nicole Snedden, along with members of their staff and students, will share how they foster a sense of belonging at Scenic Heights Elementary School.

Submitted by: _____



David Law, Superintendent

REVIEW/APPROVAL

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

Board Agenda Item VI.

**Title: Review and Possible Approval of Policy #626:
Secondary Grading and Reporting Pupil Achievement February 1, 2024**

EXECUTIVE SUMMARY:

Minnetonka District Policy 626: Secondary Grading and Reporting Pupil Achievement, was created to “*establish effective grading and reporting practices that reflect a student's academic achievement of the course standards.*” One of the topics covered in this policy is “Grade Weighting” defined in policy as: “*the assignment of a greater value to the letter grade's numeric point value to reward a student for completing the Advanced Placement (AP) and/or International Baccalaureate (IB) course(s) and taking the national/international AP and IB assessments in the spring.*” This policy was modified and adopted in June of 2016 and included the following criteria for weighted grading:

“International Baccalaureate (IB) and Advanced Placement (AP) courses use different, weighted scales to differentiate between IB/AP and regular courses. All Advanced Placement and International Baccalaureate courses shall be weighted +1.0 if the student earns a C- or higher, the courses have been determined to meet the standards of rigor established by the District, and the student successfully achieves a “3” or higher for Advanced Placement courses or a “4” on an International Baccalaureate assessment. For courses that are beyond the rigor of AP and IB, students must earn a C- or higher in the course and achieve a C- or higher on the end-of course exam to receive grade-weight status.”

At the time this policy was created, this criteria was selected with the belief that students would be more engaged in their coursework because they were expected to perform well on the AP or IB assessment. Since the policy was implemented, the majority of students enrolled in these courses have earned a weighted grade. There are concerns that some students choose not to take these rigorous courses because they are required to perform well on the AP or IB assessment in addition to strong class performance in order to earn the weighted grade, and more students might participate if they had the option to meet either criteria instead of both.

After a first discussion at the November study session, the district conducted a survey of teachers, counselors, parents and students about this policy. A summary of those survey results was presented at the Board's Study Session in January. Changes to the policy that were discussed at that Study Session are being presented tonight for further review and possible approval.

ATTACHMENTS:

- Policy 626: Secondary Grading and Reporting Pupil Achievement (edited copy and clean copy)

RECOMMENDATION/FUTURE DIRECTION:

That the School Board approve the recommended policy changes at the Regular Board meeting on February 1, 2024.

Submitted by:


Anjie Flowers, General Counsel & Exec. Dir. of Human Resources

Concurrence:


David Law, Superintendent

MINNETONKA PUBLIC SCHOOLS

POLICY #626: SECONDARY GRADING AND REPORTING PUPIL ACHIEVEMENT

(effective with the 2016-17 academic year)

I. PURPOSE

The purpose of this policy is to establish effective grading and reporting practices that reflect a student's academic achievement of the course standards for grades 6-12.

II. GENERAL STATEMENT OF POLICY

Minnetonka Public Schools' grading and reporting system shall provide students, parents, teachers, and the community with a framework for accurately reporting student achievement. It is the District's responsibility to the community that all school members will work to challenge and support all students in the pursuit of their highest levels of academic and personal achievement. Therefore, the District, in order to stimulate achievement as measured by its extraordinary expectations, will establish a clear and accurate system of grading and reporting academic achievement.

As well, such a system can serve as an open communication link between the school, home, and the community in and outside of Minnetonka. It will provide all parties with awareness of their student's work and an understanding of how the grade reflects their student's achievement. Students and parents will be able to use this data for future course selection and post-secondary plans. In order to provide several formats to receive this vital information, the reporting system will be multi-faceted.

When the student graduates from Minnetonka Schools, the summary of these grades, the academic transcript, will provide a permanent and accurate accounting of the student's achievement. Employers and post-secondary institutions will be able to count on the accuracy of this historic document.

The Minnetonka Public Schools is committed to support a system of guiding principles that will be used to arrive at a clear and accurate grading and reporting policy and procedures. In order to realize these goals, the grading and reporting system must:

- Reflect academic achievement.
- Contain meaningful feedback.
- Be honest, fair, transparent, credible, useful and user friendly.
- Be criterion referenced.
- Align with the Minnetonka Public Schools curriculum.

- Reflect consistency within and among courses, grade levels, departments, and/or schools.
- Communicate information to parties in a clear and timely manner.
- Reflect high expectations of all students across all courses and programs.
- Be developmentally appropriate for all students.

III. DEFINITIONS

Accommodation: a change that does not alter the rigor of the standard. Examples include large print materials, extended testing time, and small group administration.

Assessments: multiple tools used to gather information about the student's performance on the standards taught.

Benchmark: a clear, specific description of knowledge or skills the student should acquire by a particular point in the student's schooling.

Cumulative Grade Point Average (GPA): the student's numerical average for all courses taken. It is computed by adding the total number of the letter grades' point values and dividing it by the number of credits completed.

Curriculum: a written plan including standards, benchmarks, essential questions, an assessment plan, instructional resources and strategies, and time allocations for emphasis and pacing for the content to be taught.

Formative Assessments (Academic Practice): work conducted when a student is still learning the material. It is an assessment that is designed to provide direction for both students and teachers. For the students, the adjustment may mean reviewing, additional practice, or confirmation that they are ready to move forward. For the teachers, it may mean changing instructional strategies, providing additional practice, or being ready to move forward. (e.g. teacher observation, quizzes, homework, rough drafts, peer editing, or notebook checks).

Grade (to): the act of evaluating the student's academic work based on a set criteria and the assignment of a grade to it.

Grade (the): a number or letter indicating a student's level of achievement relative to the grading scale.

Grade Weighting: the assignment of a greater value to the letter grade's numeric point value to reward a student for completing the Advanced Placement (AP) and/or International Baccalaureate (IB) course(s) and taking the national/international AP and IB assessments in the spring.

Grading Scale: a description for what each letter grade represents relative to the percentage of the student's mastery of subject goals.

Grading Syllabus: a document given to student and parents at the start of each course outlining the grading criteria and procedures for the course.

Homework: includes learning tasks, assigned to students by teachers that are meant to be carried out. Students may also complete during non-class hours, most often at home. Homework may be formative or summative in nature depending on the intent of it.

Instruction: a teacher-led process, which transforms well-planned curriculum into student learning. Instruction is standards-focused teaching for the purpose of providing meaningful learning experiences that enable all students to master academic content and achieve personal goals.

Modification: a substantive change that alters the standard or the rigor of the standard.

Reporting: the communicating of a student's achievement to the student and parents and, in turn, this information may be shared with employers and post secondary institutions.

Standard: a statement of what the student will be able to know, understand and do.

Summative Assessments (Academic Achievement): work conducted when a student has had adequate instruction and practice to be responsible for the material. It is designed to provide information to be used in making judgment about a student's achievement at the end of a sequence of instruction, e.g. final drafts/attempts, tests, exams, assignments, projects, performances.

Term Grade Point Average (GPA): the student's numerical average for a given term. It is computed by adding the total number of the letter grades' point values and dividing it by the number of courses for a given term.

IV. GRADING PARAMETERS FOR GRADES 6-12

- A. The primary purpose of grading is to communicate the academic achievement status of students to the students, their families, employers, and post-secondary institutions. Additional purposes for grading include:
1. Providing information that the student can use for self-evaluation.
 2. Providing information that teachers can use to modify planning and instruction.
 3. Evaluating the effectiveness of instructional programs.
- B. Teachers of the same course will apply the grading parameters in the same manner.
- C. Course grades will reflect the level of the student's academic achievement. While non-academic factors may be highly valued and often contribute to the student's academic achievement, they should be reported separately from an achievement grade. Relying upon these factors, if merged with achievement evidence, can mask important learning problems and contribute to miscommunication about the student's knowledge. The following are examples of non-academic factors:
1. Behavior (i.e. attendance, attitude, punctuality, certain class participation, effort)

2. Homework based solely on completion
 3. Other evidence of student characteristics or habits
- D. The grade for a course can be calculated solely based on summative assessments or it may be calculated based on a combination of summative and formative assessments. The definitions provided in Part III of this policy are the best guide for determining if an assessment is Academic Practice (formative) or Academic Achievement (summative).
1. The combinations of the Academic Achievement and Academic Practice grades will be based on embedded standards, course rigor, and/or grade level. The following calculations provide a framework for grades 6-12.
 - a. Grade 6
Academic Practice grades will count for a maximum of 30% of the grade.
Academic Achievement grades will count for a minimum of 70%.
 - b. Grades 7 and 8
Academic Practice grades will count for a maximum of 20% of the grade.
Academic Achievement grades will count for a minimum of 80%.
 - c. Grades 9-12
Academic Practice grades will count for a maximum of 15% of the grade. Academic Achievement grades will count for a minimum of 85%.
 2. Individual departments will determine what assessments are included in the Academic Practice and Academic Achievement categories.
 3. Individual courses will use the same percentages for each category.
- E. The purpose of extra credit is to provide additional academic work in order to enhance the learning of course standards.
1. Extra credit, if used at all, should not exceed 5% of the Academic Practice grade. Every student should have an equal opportunity to earn the credit.
 2. Bonus questions may be offered on an Academic Achievement assessment for additional credit.
- F. As the purpose of grading is to reflect the student's academic achievement, there needs to be a sufficient number of assessments to determine the level of achievement. To accomplish this, effort shall be taken to hold students accountable for completing the work. A zero will be used as the last resort if the student chooses to make no effort to complete an assessment.
- G. Clear criteria will be used to calculate a course grade. The teacher will communicate this in writing to parents and students at the start of the term.

1. In the event that student performance changes significantly, and the teacher does not believe that the calculated grade fairly represents the student's performance, a teacher may include additional assessments (either formative or summative) in order to have a more accurate description of student achievement and record the grade accordingly.
2. The PASS/FAIL option is for unusual personal circumstances and requires building principal approval. If a student is taking the course PASS/FAIL, the student must have passing work to receive credit for the course. All "Pass-Fail" students in any course will take all tests and turn in all regular class work along with other students. Only the final mark is a "Pass-Fail" mark. A subject taken on a "Pass-Fail" basis will not affect a student's class rank or honor roll standing. If the student passes the class, the student will receive a "P" and full semester credit on his/her report card for that class. If the student fails the class, the student would then receive an "F" (fail) on the report card. A student may have only one PASS/FAIL course per year except in very unusual circumstances as determined by the building principal.

H. If modifications to rigor and/or standards cause course work to be altered, the assessment and reporting system may reflect modifications.

V. GRADING SCALE AND SYMBOL DEFINITIONS

In order to calculate grades, the following scale is used to assign grades. In turn, the letter symbols give a description of the student's academic achievement.

92.45-100 = A	
89.45-92.44 = A-	Exemplary work (<i>90-100% Mastery of Subject Goals</i>)
86.45-89.44 = B+	
82.45-86.44 = B	Proficient/Thorough work (<i>80-89% Mastery of Subject Goals</i>)
79.45-82.44 = B-	
76.45-79.44 = C+	
72.45-76.44 = C	Acceptable work (<i>70-79% Mastery of Subject Goals</i>)
69.45-72.44 = C-	
66.45-69.44 = D+	
62.45-66.44 = D	Mediocre work (<i>60-69% Mastery of Subject Goals</i>)
59.45-62.44 = D-	
00.0-59.44 = F	Unacceptable work (<i>less than 59% Mastery of Subject Goals</i>)

VI. GRADE POINT SCALES AND CALCULATIONS

A. Grade Point Average (GPA) is based on grades earned in each of the following grade level groups:

Grades 6-8

- 1) All courses for which the student receives from an A to an F are included in the GPA.
- 2) Only the Term GPA is calculated at the middle schools.

Grades 9-12

- 1) All courses for which the student receives from an A to an F are included in the GPA.
 - 2) Both a Term GPA and a Cumulative GPA are calculated.
 - 3) An official transcript is maintained for grades 9-12.
 - 4) Pass grades are not included in the GPA calculation but do count for graduation credit.
- B. The following grade point scales are used to assign point values to each letter grade in order to compute the GPA. The basis for giving additional weighting to some courses shall be the determined rigor of each respective course to be weighted relative to other non-weighted courses in the high school curriculum. International Baccalaureate (IB) and Advanced Placement (AP) courses use different, weighted scales to differentiate between IB/AP and regular courses. All Advanced Placement and International Baccalaureate courses shall be weighted +1.0 if the student earns a C- or higher in the course, ~~the courses have been determined to meet the standards of rigor established by the District, OR and~~ the student successfully achieves a “3” or higher on an for Advanced Placement assessment courses or a “4” or higher on an International Baccalaureate assessment. For courses that are beyond the rigor of AP and IB, students must earn a C- or higher in the course and/or achieve OR achieve a C- or higher on the end-of-course exam to receive grade-weight status.
- C. Other courses considered for weighting must meet similar standards of academic rigor and have a comparable end-of-course examination as the International Baccalaureate (IB) and Advanced Placement (AP) courses have. If the course is accepted for dual enrollment, the college end-of-course exam will satisfy this requirement.
- D. Annual audits of courses offered within Minnetonka High School and taught by qualified teachers will be conducted by examining the course rigor to determine potential grade weighting. Content must significantly exceed the Minnesota content standards. Any course proposed for weighted status (other than AP and IB courses) must be approved by the School Board, must be taught by a highly qualified instructor, must be of college-level rigor, and must significantly exceed Minnesota content standards. Courses that exceed AP and IB options must have at least one AP or IB course as a prerequisite for enrollment.
- E. Courses offered outside of Minnetonka High School may be considered for grade weighting on a case by case basis. To be considered, a student taking the course outside of Minnetonka High School must submit a syllabus and curriculum materials and provide such other evidence as required in order to make a proper assessment. The criteria for a grade to be weighted are that the course must be of a college level rigor in a core academic subject matter, and content must significantly exceed the Minnesota content standard.

Standard Scale (for all non-AP/IB courses)	IB/AP Weighted Scale (for students successfully completing the course, <u>With a C- or higher</u> and taking the AP/IB exam(s))	<u>IB/AP Weighted Scale (for students successfully achieving a "3" or higher on an AP exam or "4" or higher on an IB exam)</u>
A= 4.0 A-= 3.7 B+= 3.3 B= 3.0 B-= 2.7 C+= 2.3 C= 2.0 C-=1.7 D+=1.3 D= 1.0 D-= 0.7 F= 0.0	A= 5.0 A-= 4.7 B+= 4.3 B= 4.0 B-= 3.7 C+= 3.3 C= 3.0 C-= 2.7 D+=1.3 D= 1.0 D-= 0.7 F= 0.0	<u>A= 5.0</u> <u>A-= 4.7</u> <u>B+= 4.3</u> <u>B= 4.0</u> <u>B-= 3.7</u> <u>C+= 3.3</u> <u>C= 3.0</u> <u>C-=2.7</u> <u>D+=2.3</u> <u>D= 2.0</u> <u>D-= 1.7</u> <u>F= 1.0</u>

F. The weighted scales will be used for all grade reporting purposes.

VII. COMMUNICATION

A shared understanding, between the District staff, students and parents, of the District's grading and reporting system is essential for effective communication. In order for all parties to understand and trust the student achievement data, the District will provide all parties with the following:

- A clear purpose for the grading and reporting system;
- A common grading syllabus for all courses;
- A valid and accurate assessment of the student's achievement;
- Timely reporting;
- A comprehensive and multifaceted reporting system (i.e. conferences, phone calls, curriculum nights, electronic messages, classroom websites, report cards; mid-term reports) and,
- A clear explanation of all symbols used.

VIII. PROFESSIONAL DEVELOPMENT

A comprehensive, coherent, and sustained professional development program is necessary to enhance a teacher's ability to deliver high quality instruction and to design and use assessments that are purposeful, assess appropriate learning targets, and to assign grades consistent with this policy. To ensure this goal, the professional development program must be focused on the two themes of assessing accurately and using assessment to benefit students, not merely to grade and sort them. Teachers must understand the relationship between assessments and student motivation and craft assessment experiences to maximize motivation.

Professional development activities must be an integral part of broad school-wide and District-wide educational improvement goals. Effective professional development must be school-based, collaborative, and differentiated in its delivery. District and site professional development plans for effective classroom assessment and grading must include research-based training components of theory, demonstration, guided practice, feedback and coaching.

IX. AREAS OF RESPONSIBILITY

The School Board is accountable, in its governance capacity, for the instructional program and delegates responsibilities as follows:

- A. The Superintendent, through designees, shall be responsible for implementation and evaluation of the Grading and Reporting Policy and for development and implementation of procedures and practices for grading and reporting student achievement in Minnetonka schools.
- B. Principals shall be responsible for assuring implementation of the District's beliefs, procedures and practices of effective grading and reporting.
- C. Teachers shall be responsible for effectively implementing classroom assessments and for applying the principles of effective grading and reporting practices.
- D. Parents are a vital link to successful home/school communication about student learning. Therefore, parents are strongly encouraged to participate in all available components of the Minnetonka Schools' grading and reporting system.
- E. Students are responsible for their own learning. All students shall actively participate in understanding the Minnetonka Schools' grading and reporting system. Students are able to use the Academic Practice (formative) grade to identify strengths and weaknesses with a particular topic and, as a result, seek additional help. As well, students are able to know that the Academic Achievement (summative) grade reflects a true level of understanding of a particular topic/unit/course. This information can help the student plan for future course selection and post-secondary options.

Legal References:

Minn. Stat. 123B.02, Subd. 2 (General Powers of School Districts)

Minn. Stat. 123B.09, Subd. 8 (School Board Responsibilities)

Cross References:

Policy #601: District Curriculum, Instruction and Assessment

Policy #618: Assessment of Student Achievement

Policy #621: Homework

Approved June 12, 2008

Reviewed: December 17, 2015; January 21, 2016; February 18, 2016

Approved: March 3, 2016

Modified and Approved: June 2, 2016

Reviewed: February 2024

MINNETONKA PUBLIC SCHOOLS

POLICY #626: SECONDARY GRADING AND REPORTING PUPIL ACHIEVEMENT

I. PURPOSE

The purpose of this policy is to establish effective grading and reporting practices that reflect a student's academic achievement of the course standards for grades 6-12.

II. GENERAL STATEMENT OF POLICY

Minnetonka Public Schools' grading and reporting system shall provide students, parents, teachers, and the community with a framework for accurately reporting student achievement. It is the District's responsibility to the community that all school members will work to challenge and support all students in the pursuit of their highest levels of academic and personal achievement. Therefore, the District, in order to stimulate achievement as measured by its extraordinary expectations, will establish a clear and accurate system of grading and reporting academic achievement.

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- Be criterion referenced.
- Align with the Minnetonka Public Schools curriculum.

- Reflect consistency within and among courses, grade levels, departments, and/or schools.
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III. DEFINITIONS

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Modification: a substantive change that alters the standard or the rigor of the standard.

Reporting: the communicating of a student's achievement to the student and parents and, in turn, this information may be shared with employers and post secondary institutions.

Standard: a statement of what the student will be able to know, understand and do.

Summative Assessments (Academic Achievement): work conducted when a student has had adequate instruction and practice to be responsible for the material. It is designed to provide information to be used in making judgment about a student's achievement at the end of a sequence of instruction, e.g. final drafts/attempts, tests, exams, assignments, projects, performances.

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IV. GRADING PARAMETERS FOR GRADES 6-12

- A. The primary purpose of grading is to communicate the academic achievement status of students to the students, their families, employers, and post-secondary institutions. Additional purposes for grading include:
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 2. Providing information that teachers can use to modify planning and instruction.
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- B. Teachers of the same course will apply the grading parameters in the same manner.
- C. Course grades will reflect the level of the student's academic achievement. While non-academic factors may be highly valued and often contribute to the student's academic achievement, they should be reported separately from an achievement grade. Relying upon these factors, if merged with achievement evidence, can mask important learning problems and contribute to miscommunication about the student's knowledge. The following are examples of non-academic factors:
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- E. The purpose of extra credit is to provide additional academic work in order to enhance the learning of course standards.
1. Extra credit, if used at all, should not exceed 5% of the Academic Practice grade. Every student should have an equal opportunity to earn the credit.
 2. Bonus questions may be offered on an Academic Achievement assessment for additional credit.
- F. As the purpose of grading is to reflect the student's academic achievement, there needs to be a sufficient number of assessments to determine the level of achievement. To accomplish this, effort shall be taken to hold students accountable for completing the work. A zero will be used as the last resort if the student chooses to make no effort to complete an assessment.
- G. Clear criteria will be used to calculate a course grade. The teacher will communicate this in writing to parents and students at the start of the term.

1. In the event that student performance changes significantly, and the teacher does not believe that the calculated grade fairly represents the student's performance, a teacher may include additional assessments (either formative or summative) in order to have a more accurate description of student achievement and record the grade accordingly.
2. The PASS/FAIL option is for unusual personal circumstances and requires building principal approval. If a student is taking the course PASS/FAIL, the student must have passing work to receive credit for the course. All "Pass-Fail" students in any course will take all tests and turn in all regular class work along with other students. Only the final mark is a "Pass-Fail" mark. A subject taken on a "Pass-Fail" basis will not affect a student's class rank or honor roll standing. If the student passes the class, the student will receive a "P" and full semester credit on his/her report card for that class. If the student fails the class, the student would then receive an "F" (fail) on the report card. A student may have only one PASS/FAIL course per year except in very unusual circumstances as determined by the building principal.

H. If modifications to rigor and/or standards cause course work to be altered, the assessment and reporting system may reflect modifications.

V. GRADING SCALE AND SYMBOL DEFINITIONS

In order to calculate grades, the following scale is used to assign grades. In turn, the letter symbols give a description of the student's academic achievement.

92.45-100 = A	
89.45-92.44 = A-	Exemplary work (<i>90-100% Mastery of Subject Goals</i>)
86.45-89.44 = B+	
82.45-86.44 = B	Proficient/Thorough work (<i>80-89% Mastery of Subject Goals</i>)
79.45-82.44 = B-	
76.45-79.44 = C+	
72.45-76.44 = C	Acceptable work (<i>70-79% Mastery of Subject Goals</i>)
69.45-72.44 = C-	
66.45-69.44 = D+	
62.45-66.44 = D	Mediocre work (<i>60-69% Mastery of Subject Goals</i>)
59.45-62.44 = D-	
00.0-59.44 = F	Unacceptable work (<i>less than 59% Mastery of Subject Goals</i>)

VI. GRADE POINT SCALES AND CALCULATIONS

A. Grade Point Average (GPA) is based on grades earned in each of the following grade level groups:

Grades 6-8

- 1) All courses for which the student receives from an A to an F are included in the GPA.
- 2) Only the Term GPA is calculated at the middle schools.

Grades 9-12

- 1) All courses for which the student receives from an A to an F are included in the GPA.
 - 2) Both a Term GPA and a Cumulative GPA are calculated.
 - 3) An official transcript is maintained for grades 9-12.
 - 4) Pass grades are not included in the GPA calculation, but do count for graduation credit.
- B. The following grade point scales are used to assign point values to each letter grade in order to compute the GPA. The basis for giving additional weighting to some courses shall be the determined rigor of each respective course to be weighted relative to other non-weighted courses in the high school curriculum. International Baccalaureate (IB) and Advanced Placement (AP) courses use different, weighted scales to differentiate between IB/AP and regular courses. All Advanced Placement and International Baccalaureate courses shall be weighted +1.0 if the student earns a C- or higher in the course OR the student successfully achieves a “3” or higher on an Advanced Placement assessment or a “4” or higher on an International Baccalaureate assessment. For courses that are beyond the rigor of AP and IB, students must earn a C- or higher in the course OR achieve a C- or higher on the end-of-course exam to receive grade-weight status.
- C. Other courses considered for weighting must meet similar standards of academic rigor and have a comparable end-of-course examination as the International Baccalaureate (IB) and Advanced Placement (AP) courses have. If the course is accepted for dual enrollment, the college end-of-course exam will satisfy this requirement.
- D. Annual audits of courses offered within Minnetonka High School and taught by qualified teachers will be conducted by examining the course rigor to determine potential grade weighting. Content must significantly exceed the Minnesota content standards. Any course proposed for weighted status (other than AP and IB courses) must be approved by the School Board, must be taught by a highly qualified instructor, must be of college-level rigor, and must significantly exceed Minnesota content standards. Courses that exceed AP and IB options must have at least one AP or IB course as a prerequisite for enrollment.
- E. Courses offered outside of Minnetonka High School may be considered for grade weighting on a case-by-case basis. To be considered, a student taking the course outside of Minnetonka High School must submit a syllabus and curriculum materials and provide such other evidence as required in order to make a proper assessment. The criteria for a grade to be weighted are that the course must be of a college level rigor in a core academic subject matter, and content must significantly exceed the Minnesota content standard.

Standard Scale <i>(for all non-AP/IB courses)</i>	IB/AP Weighted Scale <i>(for students successfully completing the course with a C- or higher)</i>	IB/AP Weighted Scale <i>(for students successfully achieving a "3" or higher on an AP exam or "4" or higher on an IB exam)</i>
A= 4.0	A= 5.0	A= 5.0
A-= 3.7	A-= 4.7	A-= 4.7
B+= 3.3	B+= 4.3	B+= 4.3
B= 3.0	B= 4.0	B= 4.0
B-= 2.7	B-= 3.7	B-= 3.7
C+= 2.3	C+= 3.3	C+= 3.3
C= 2.0	C= 3.0	C= 3.0
C-= 1.7	C-= 2.7	C-= 2.7
D+=1.3	D+=1.3	D+=2.3
D= 1.0	D= 1.0	D= 2.0
D-= 0.7	D-= 0.7	D-= 1.7
F= 0.0	F= 0.0	F= 1.0

F. The weighted scales will be used for all grade reporting purposes.

VII. COMMUNICATION

A shared understanding, between the District staff, students and parents, of the District's grading and reporting system is essential for effective communication. In order for all parties to understand and trust the student achievement data, the District will provide all parties with the following:

- A clear purpose for the grading and reporting system;
- A common grading syllabus for all courses;
- A valid and accurate assessment of the student's achievement;
- Timely reporting;
- A comprehensive and multifaceted reporting system (i.e. conferences, phone calls, curriculum nights, electronic messages, classroom websites, report cards; mid-term reports) and,
- A clear explanation of all symbols used.

VIII. PROFESSIONAL DEVELOPMENT

A comprehensive, coherent, and sustained professional development program is necessary to enhance a teacher's ability to deliver high quality instruction and to design and use assessments that are purposeful, assess appropriate learning targets, and to assign grades consistent with this policy. To ensure this goal, the professional development program must be focused on the two themes of assessing accurately and using assessment to benefit students, not merely to grade and sort them. Teachers must understand the relationship between assessments and student motivation and craft assessment experiences to maximize motivation.

Professional development activities must be an integral part of broad school-wide and District-wide educational improvement goals. Effective professional development must be school-based, collaborative, and differentiated in its delivery. District and site professional development plans for effective classroom assessment and grading must include research-based training components of theory, demonstration, guided practice, feedback and coaching.

IX. AREAS OF RESPONSIBILITY

The School Board is accountable, in its governance capacity, for the instructional program and delegates responsibilities as follows:

- A. The Superintendent, through designees, shall be responsible for implementation and evaluation of the Grading and Reporting Policy and for development and implementation of procedures and practices for grading and reporting student achievement in Minnetonka schools.
- B. Principals shall be responsible for assuring implementation of the District's beliefs, procedures and practices of effective grading and reporting.
- C. Teachers shall be responsible for effectively implementing classroom assessments and for applying the principles of effective grading and reporting practices.
- D. Parents are a vital link to successful home/school communication about student learning. Therefore, parents are strongly encouraged to participate in all available components of the Minnetonka Schools' grading and reporting system.
- E. Students are responsible for their own learning. All students shall actively participate in understanding the Minnetonka Schools' grading and reporting system. Students are able to use the Academic Practice (formative) grade to identify strengths and weaknesses with a particular topic and, as a result, seek additional help. As well, students are able to know that the Academic Achievement (summative) grade reflects a true level of understanding of a particular topic/unit/course. This information can help the student plan for future course selection and post-secondary options.

Legal References:

Minn. Stat. 123B.02, Subd. 2 (General Powers of School Districts)

Minn. Stat. 123B.09, Subd. 8 (School Board Responsibilities)

Cross References:

Policy #601: District Curriculum, Instruction and Assessment

Policy #618: Assessment of Student Achievement

Policy #621: Homework

Approved June 12, 2008

Reviewed: December 17, 2015; January 21, 2016; February 18, 2016

Approved: March 3, 2016

Modified and Approved: June 2, 2016

Reviewed and Approved: February 1, 2024

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

Board Agenda Item VII.

Title: Policy Approvals

DATE: February 1, 2024

OVERVIEW:

Administration is making policy recommendations due to recent legislative changes. The following policies were reviewed at the Board's Study Session on January 18 and are now ready for Board approval.

Policy 417: Chemical Use Violations, updates have been made because of changes to Policy 418: Drug Free Workplace.

Policy 709: Student Transportation Safety, updates have been made to reflect new requirements for training.

Policy 719: Nutrition Services, updates have been made to reflect changes for free breakfast and lunch for students.

Policy 613: Graduation Requirements, updates have been made due to changes in graduation requirements.

ATTACHMENTS:

- Policy 417: Chemical Use Violations (edited copy and clean copy)
- Policy 709: Student Transportation Safety (edited copy and clean copy)
- Policy 719: Nutrition Services (edited copy and clean copy)
- Policy 613: Graduation Requirements (edited copy and clean copy)

RECOMMENDATION/FUTURE DIRECTION:

That the School Board approve the recommended policy changes at the Regular Board meeting on February 1, 2024.

Submitted by:


Anjie Flowers, General Counsel & Exec. Dir. of Human Resources

Concurrence:


David Law, Superintendent

MINNETONKA PUBLIC SCHOOLS

Policy #417: CHEMICAL USE POLICY VIOLATIONS

- ~~• This policy replaces: Policy C 20 – Chemical Free School Environment
Policy C 14 – Drug Free School Policy for Students
Policy C 17 – Chemical Use Reporting Requirements
Policy T 13 – Tobacco Free Environment~~

~~1. The Minnetonka School Board is dedicated to providing a healthy, comfortable, and productive environment for students, staff, and visitors. The School Board recognizes the significant problems created by chemical use and abuse in society. Tobacco or other chemical use by students is wrong and harmful. The School Board believes that public schools have an important role in education, intervention and prevention of chemical use and abuse. The purpose of this policy is to assist the School District in maintaining a safe and healthy environment for students, staff, and visitors by prohibiting the use, abuse, possession, sale, or transfer of any chemicals. The School Board is concerned about the health of its employees and also recognizes the importance of adult role modeling for students during formative years. Therefore, the Board supports the enforcement of a chemically free environment.~~

~~1.1. The Board is committed to providing a safe and supportive chemically free school environment for all students, employees, and patrons. Our buildings, campuses and school related activities are chemical and tobacco free. We recognize that underage use of tobacco, alcohol and illicit drugs is illegal, a threat to health and safety to students and others, wrong and harmful to learning.~~

~~1.2. The Board recognizes that chemical dependency is a treatable health problem, which does not respect any group or age. Health problems of youth are primarily the responsibility of the home and community, but schools share in that responsibility because chemical dependency use problems often interfere with school behavior, student learning, and the fullest possible development of each student. The responsibility for a chemical awareness program for students in the school setting is a shared one. The entire policy is available on the District's Web site and in the Principals' Office.~~

~~2. The District's Chemical Use Policy shall use the following definitions:~~

~~2.1. Chemicals shall be defined as all tobacco products, alcoholic beverages, malt beverages or fortified wine and other intoxicating liquor, any narcotic, hallucinogenic, amphetamine, barbiturate, marijuana, inhalants, or other controlled substance, as defined by state and federal law. Abuse of a prescription drug without a physician's prescription, over the counter (OTC) drugs, and facsimile drugs, as well as, possession of drug paraphernalia constitute violations of this policy.~~

~~2.2. A School District is defined as any school owned or leased building, school grounds~~

~~(including school bus stops), school authorized vehicles used to transport students to or from school or school activities or off school property during any school sponsored or school approved activity, event, or function, such as a field trip, or co-curricular activity.~~

- ~~3. All students, staff, and visitors, including those 18 years of age or over are prohibited from possessing, using, abusing, or distributing chemicals on schools grounds (including school bus stops), in school and personal transportation vehicles, or at school sponsored events.~~
- ~~4. This policy prohibits advertising chemicals on school property and at school sponsored events or in publications. Clothing, apparel, student artwork, or accessories that promote products or activities that are illegal for use by minors are also prohibited.~~
- ~~5. The School Board believes that education is important in order to establish patterns of behavior related to good health. Curriculum related to preventing chemical use is introduced at the elementary level and reinforced in greater depth at the secondary level.~~
- ~~6. Due to developmental differences between elementary, middle, and secondary students, our enforcement procedures differ.~~

~~6.1. The enforcement procedures for elementary school students shall be as follows:~~

~~6.1.1. The first violation if the principal or designee determines that a student has used, possessed, provided or consumed tobacco or a chemical at school, on school grounds or at a school activity or has arrived at school under the influence shall be as follows:~~

~~6.1.1.1 The principal, or designee, will notify the parent and arrange for a conference.~~

~~6.1.1.2 The principal, or designee, will make a police referral and refer to the building Student Support Team.~~

~~6.1.1.3 The principal, or designee, will hold the conference and develop a cooperative plan with the family to avoid further offenses. (Planning will consider the physical/mental health concerns of the student).~~

~~6.1.2. The second violation: if the principal, or designee, determines that a student has used, possessed, provided or consumed tobacco or a chemical at school, on school grounds or at a school activity or has arrived at school under the influence shall be as follows:~~

~~6.1.2.1 The principal, or designee, will notify the parent and arrange for a conference. The principal, or designee, will make a police referral and refer to the building Student Support Team.~~

~~6.1.2.2 The principal, or designee, will hold the conference and develop a cooperative plan with the family to avoid further offenses (planning will consider the physical/mental health concerns of the student).~~

~~6.1.2.3 The principal, or designee, will determine suspension of one to three days (in accordance with the Pupil Fair Dismissal Act).~~

~~6.1.2.4 A Children In Need of Protective Services (CHIPS) petition may be filed if deemed appropriate by the school staff.~~

~~6.1.3. The third violation and subsequent offenses: if the principal, or designee, determines that a student has used, possessed, provided or consumed tobacco or a chemical at school, on school grounds or at a school activity or has arrived at school under the influence shall be as follows:~~

~~6.1.3.1 The principal, or designee, will notify the parent and arrange for a conference.~~

~~6.1.3.2 The principal, or designee, will make a police referral and refer to the building Student Support Team.~~

~~6.1.3.3 The principal, or designee, will hold the conference and develop a cooperative plan with the family. Due to the seriousness of this infraction the principal will recommend the family see a physician or therapist.~~

~~6.1.3.4 The principal, or designee, will determine suspension of three to five days in accordance with the Pupil Fair dismissal Act.~~

~~6.1.3.5 A Children In Need of Protective services (CHIPS) petition will be filed.~~

~~6.2. The enforcement procedures for middle school students shall be as follows:~~

~~6.2.1. In all tobacco and chemical policy violations, referral will be made to local law enforcement. Local law enforcement will determine whether or not a citation will be issued.~~

~~6.2.2. The enforcement procedures for middle school students shall be separated into tobacco violations and chemical violations.~~

~~6.2.3. The following are steps taken for tobacco violations:~~

~~6.2.3.1 The first offense of a tobacco violation shall result in one (1) day of in-school suspension, parent conference, police referral.~~

~~6.2.3.2 The second offense of a tobacco violation is shall result in one (1) day of out-of-school suspension, parent conference, police referral.~~

~~6.2.3.3 The third offense of a tobacco violation is shall result in three (3) days of out-of-school suspension, parent conference, police referral, referral to appropriate resources.~~

~~6.2.4. The following are steps taken for chemical violations.~~

~~6.2.4.1 The first offense of a chemical violation shall result in a three (3) days of out-of-school suspension, parent conference, police referral, referral to the building Student Support Team (which includes a pre-assessment).~~

~~6.2.4.2 The second offense of a chemical violation is shall result in five (5) days of out-of-school suspension, a parent conference, a police referral, and referral to the building Student Support Team. Evaluation is recommended.~~

~~6.2.4.3 The third offense of a chemical violation shall result in five (5) days of out-of-school suspension, a parent conference, a police referral, and referral to the building Student Support Team. Evaluation is required. Reentry (if appropriate) depends upon completion of a chemical use evaluation.~~

~~6.2.4.4 The fourth offense of a chemical violation shall result in five to fifteen (5-15) days of out-of-school suspension and a parent/staff conference to evaluate appropriate school placement.~~

~~6.3. The enforcement procedures for high school students shall be as follows:~~

~~6.3.1. The enforcement procedures for high school students shall be separated into tobacco violations and chemical violations.~~

~~6.3.2. The following are steps taken for tobacco violations:~~

~~6.3.2.1 The first offense of a tobacco violation will result in the student being suspended from classes for one (1) to three (3) school days and having a law enforcement referral. Prior to reinstatement to classes, the student must participate in a conference at school with a parent and a principal. Supportive Requirements: The student must confer with the Chemical Health Specialist who will recommend participation in tobacco discussions or diversion classes.~~

~~6.3.2.2 The second offense of a tobacco violation will result in the student being suspended from classes for three (3) to six (6 days) school days and having a law enforcement referral. Prior to reinstatement to classes, the student must participate in a conference at school with a parent and principal. Supportive requirement: The student must participate in a series of smoking diversion class sessions or a series of sanctioned counseling sessions addressing tobacco use issues. A written certificate of completion must be presented to the Chemical Awareness Program staff.~~

~~6.3.2.3 The third offense of a tobacco violation will result in the student being suspended from classes for seven (7) to ten (10) days. The High School Administration will make a recommendation to the Superintendent that the student be expelled from school for the remainder of the school year. During the time required for the expulsion process the student will be provided with homebound or some alternative form of instruction.~~

~~6.3.2.4 The recommendation to expel may be forwarded by the Superintendent to the School Board based upon his conclusions, unless an alternative plan is worked out. That is, the Superintendent, or designee, may offer to meet with the student and parent in a conference to determine whether to proceed with expulsion or by mutual agreement to implement an alternative instruction program off the high school campus for a period of two months. If agreement on the alternative program is reached, the recommendation to expel will be held for further conclusions. At the end of the alternative instructional period and prior to return to normal campus~~

activities, the student and parent must participate in a conference with the High School Principal or an assistant principal. If a fourth violation occurs, the recommendation to expel for the rest of the school year will be forwarded to the School Board for immediate action.

6.3.3. The following are steps taken for chemical violations:

6.3.3.1 The first offense of a chemical violation will result in the student being suspended from classes for four to fifteen (4-15) school days, a law enforcement referral and a possible recommendation for expulsion. Prior to reinstatement to classes, the student and a parent must participate in a principal's conference. Support Requirements: Student must meet with chemical health staff for screening interview and, if warranted, participate in a chemical dependency evaluation and follow the resulting recommendations. This must be completed, or scheduled, prior to the school reentry conference. Failure to comply with this or the chemical health screening or assessment recommendations may result in further disciplinary action.

6.3.3.2 The second offense of a chemical violation will result in the student being suspended from classes for six to fifteen (6-15) school days, a law enforcement referral and if possible recommendation for expulsion. Prior to reinstatement to classes, the student and a parent must participate in a principal's conference. Support Requirements: Student must meet with chemical health staff for screening interview and, if warranted, participate in a chemical dependency evaluation and follow the resulting recommendations. This must be completed or scheduled prior to the school reentry conference. Failure to comply with this or the chemical health screening or assessment recommendations may result in further disciplinary action.

6.3.3.3 The third offense for a chemical violation will result in the student being suspended from classes for fifteen (15) days. The High School Administration will make a recommendation to the Superintendent that the student be expelled from school for the remainder of the school year. During the time required for the expulsion process, the student will be provided with homebound or some alternative form of instruction.

6.3.3.4 The recommendation to expel may be forwarded by the Superintendent to the School Board based upon his conclusions, unless an alternative plan is worked out. That is, the Superintendent, or designee, may offer to meet with the student and parent in a conference to determine whether to proceed with expulsion or by mutual agreement to implement an alternative instructional program off the high school campus for a period not to exceed 12 months. If agreement on the alternative program is reached, the recommendation to expel will be held for further conclusions. At the end of the alternative instructional period and prior to return to normal campus activities, the student and parent must participate in a conference with the High School Principal or an assistant principal. If

~~another violation occurs, the recommendation to expel for the rest of the school year will be forwarded to the School Board for immediate action.~~

~~6.3.3.5 When a student is suspended, the parent will receive a document that outlines all requirements to be completed and support steps as part of the suspension process.~~

~~6.4. The Superintendent, or designee, may use discretion in determining whether, under the circumstances, a course of action other than the minimum or consequence specified above is warranted.~~

~~6.5. All offenses are cumulative over a student's enrollment at a school. However, the Superintendent, or designee, has discretion to initiate a new accumulation cycle in assigning the consequences if extenuating circumstances exist.~~

~~7. Smoking, chewing, use of tobacco or possession of tobacco in any form shall be considered grounds for suspension, exclusion or expulsion if engaged in by a pupil in or on school property, 24 hours a day, or away from school property while participating in a school-sponsored activity and/or on school buses.~~

~~8. Those students found in possession of selling, distributing, and/or under the influence of mind-altering chemicals (including alcohol), or in the possession of drug paraphernalia will be suspended from school. The District defines "under the influence" as detectable consumption. This includes violations in or on school property, 24 hours per day, or away from school property while participating in school sponsored activity and/or on school buses. The police will be called at the time of the suspension and all paraphernalia and substances will be turned over to them and the incident will be recorded. Parents will be called and asked to come to school immediately to remove the student. If the student is incapable of transporting himself/herself and/or if the parents cannot come to school or refuse to come to school, transportation to detox will be arranged.~~

Approved June 6, 2002

Approved August 7, 2008

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees, students, and visitors and list actions that will be taken for student violations of the Drug-Free Workplace and Drug-Free School policy.

II. GENERAL STATEMENT OF POLICY

A violation of this policy occurs when any student uses or possesses alcohol, toxic substances, medical cannabis, non intoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.

III. PROCEDURES

- A. Due to developmental differences between elementary, middle, and secondary students, the District's enforcement procedures differ.
- B. The enforcement procedures for elementary school students may be separated or combined into tobacco violations including tobacco, nicotine, and other non-THC vapes and drug violations, including but not limited to marijuana, THC, and cannabinoid products.
- C. The enforcement procedures for elementary school students shall be as follows for tobacco violations:
1. The first tobacco violation shall result in a parent conference. Supportive Requirements: The school will develop a cooperative plan with the family, including education and consequences of tobacco use, in an effort to avoid further violations.
 2. The second tobacco violation shall result in one (1) day of out-of-school suspension and a parent conference. The student may be referred to the counselor, social worker or psychologist, who may recommend additional support or education.
 3. The third tobacco violation shall result in up to three (3) days of out-of-school suspension, a parent conference, and referral to appropriate resources.
- D. The enforcement procedures for elementary school students shall be as follows for drug violations:
1. The first drug violation shall result in a parent conference, referral to the building Student Support Team, and potential suspension of one day. Supportive Requirements: The school will develop a cooperative plan with the family, including education and consequences of drug use, in an effort to avoid further violations.
 2. The second drug violation shall result in up to five (5) days of out-of-school suspension, a parent conference, referral to the building Student Support Team, and a possible police referral. Support Requirements: Student must meet with the counselor, social worker, or psychologist and will be referred to appropriate resources.
 3. The third drug violation shall result in up to ten (10) days of out-of-school suspension with potential referral for expulsion, a parent conference, a police referral, and referral to the building Student Support Team. Support Requirements: Student must confer with a chemical health specialist for a

screening interview and, if warranted, participate in a chemical dependency evaluation and follow the resulting recommendations. This must be completed, or scheduled, prior to the school reentry conference. Failure to comply with this or the chemical health screening or assessment recommendations may result in further disciplinary action.

E. The enforcement procedures for middle school students may be separated or combined into tobacco violations including tobacco, nicotine, and other non-THC vapes and drug violations, including but not limited to marijuana, THC, and cannabinoid products.

F. The enforcement procedures for middle school students shall be as follows for tobacco violations:

1. The first tobacco violation shall result in a parent conference. Supportive Requirements: The student must confer with a chemical health specialist, counselor, social worker, or psychologist, who may recommend additional support or education, such as participation in tobacco discussions or diversion classes.

2. The second tobacco violation shall result in one (1) day of out-of-school suspension and parent conference. The student must confer with a chemical health specialist, counselor, social worker, or psychologist, who may recommend additional support or education, such as participation in tobacco discussions or diversion classes.

3. The third tobacco violation shall result in up to three (3) days of out-of-school suspension, parent conference, referral to appropriate resources, and possible police referral. The student must confer with a chemical health specialist, counselor, social worker, or psychologist, who may recommend additional support or education, such as participation in tobacco discussions or diversion classes.

G. The enforcement procedures for middle school students shall be as follows for drug violations:

1. The first drug violation shall result in a parent conference, police referral, and referral to the building Student Support Team (which includes a pre-assessment) and potential suspension of one day. Support Requirements: Student must confer with a chemical health specialist, counselor, social worker, or psychologist for a screening interview and, if warranted, participate in a chemical dependency evaluation and follow the resulting recommendations. This must be completed, or scheduled, prior to the school reentry conference. Failure to comply with this or the chemical health screening or assessment recommendations may result in further disciplinary action.

2. The second drug violation shall result in up to five (5) days of out-of-school suspension, a parent conference, a police referral, and referral to the building Student Support Team. Support Requirements: Student must confer with a chemical health specialist, counselor, social worker, or psychologist for a screening interview and, if warranted, participate in a chemical dependency evaluation and follow the resulting recommendations. This must be completed, or scheduled, prior to the school reentry conference. Failure to comply with this or the chemical health screening or assessment recommendations may result in further disciplinary action.
 3. The third drug violation shall result in up to ten (10) days of out-of-school suspension with potential referral for expulsion, a parent conference, a police referral, and referral to the building Student Support Team. A chemical dependency evaluation is required. Support Requirements: Student must confer with a chemical health specialist, counselor, social worker, or psychologist for a screening interview and participate in a chemical dependency evaluation and follow the resulting recommendations. This must be completed, or scheduled, prior to the school reentry conference. Failure to comply with this or the chemical health screening or assessment recommendations may result in further disciplinary action.
- H. The enforcement procedures for high school students may be separated or combined into tobacco violations including tobacco, nicotine, and other non-THC vapes and drug violations, including but not limited to marijuana, THC, and cannabinoid products.
- I. The enforcement procedures for high school students shall be as follows for tobacco violations:
1. The first tobacco violation shall result in a police referral. Supportive Requirements: The student must participate in a conference at school with a parent and a principal. The student must confer with a chemical health specialist, counselor, social worker, or psychologist, who may recommend additional support or education, such as participation in tobacco discussions or diversion classes.
 2. The second tobacco violation shall result in three (3) to six (6) days of out-of-school suspension and a police referral. Prior to reinstatement to classes, the student must participate in a conference at school with a parent and principal. Supportive Requirement: The student must work with a chemical health specialist, counselor, social worker, or psychologist to develop an individual plan that addresses the student's needs.
 3. The third tobacco violation shall result in seven (7) to nine (9) days of out-of-school suspension. The student must continue working with the chemical

health specialist, counselor, social worker, or psychologist on their individual plan and follow any proposed revisions.

J. The enforcement procedures for high school students shall be as follows for drug violations:

1. The first drug violation shall result in a law enforcement referral with the potential of suspension of up to three (3) days. The student and a parent must participate in a principal's conference. Support Requirements: Student must confer with a chemical health specialist, counselor, social worker, or psychologist for a screening interview and, if warranted, participate in a chemical dependency evaluation and follow the resulting recommendations. This must be completed, or scheduled, prior to the school reentry conference. Failure to comply with this or the chemical health screening or assessment recommendations may result in further disciplinary action.
2. The second drug violation shall result in up to nine (9) days of out-of-school suspension, a law enforcement referral and a potential referral for expulsion. Prior to reinstatement to classes, the student and a parent must participate in a principal's conference. Support Requirements: Student must confer with a chemical health specialist, counselor, social worker, or psychologist for a screening interview and, if warranted, participate in a chemical dependency evaluation and follow the resulting recommendations. This must be completed or scheduled prior to the school reentry conference. Failure to comply with this or the chemical health screening or assessment recommendations may result in further disciplinary action.
3. The third drug violation shall result in up to ten (10) days of out-of-school suspension and a potential referral for expulsion. All violations are cumulative over a student's enrollment within a school.

IV. In accordance with the drug free workplace policy, those students found in possession of, selling, distributing, and/or under the influence of mind-altering chemicals (including alcohol), or in the possession of drug paraphernalia will be suspended from school. This includes violations in or on school property, 24 hours per day, or away from school property while participating in school-sponsored activity and/or on school buses. The police will be called at the time of the suspension and all paraphernalia and substances will be turned over to them and the incident will be recorded. Parents will be called and asked to come to school immediately to remove the student. If the student is incapable of transporting himself/herself and/or if the parents cannot come to school or refuse to come to school, transportation to an appropriate facility will be arranged. The district reserves the right to impose different consequences based on unique circumstances.

Cross References:

Policy 418 (Drug-Free Workplace/Drug-Free school)

Policy 419 (Tobacco-Free Environment: Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices: Vaping Awareness and Prevention Instruction)
Reviewed: January 18, 2024
Approved: February 1, 2024

MINNETONKA PUBLIC SCHOOLS

Policy #417: CHEMICAL USE VIOLATIONS

I. PURPOSE

The purpose of this policy is to maintain a safe and healthful environment for employees, students, and visitors and list actions that will be taken for student violations of the Drug-Free Workplace and Drug-Free School policy.

II. GENERAL STATEMENT OF POLICY

A violation of this policy occurs when any student uses or possesses alcohol, toxic substances, medical cannabis, non intoxicating cannabinoids, edible cannabinoid products, or controlled substances in any school location.

III. PROCEDURES

- A. Due to developmental differences between elementary, middle, and secondary students, the District's enforcement procedures differ.
- B. The enforcement procedures for elementary school students may be separated or combined into tobacco violations including tobacco, nicotine, and other non-THC vapes and drug violations, including but not limited to marijuana, THC, and cannabinoid products.
- C. The enforcement procedures for elementary school students shall be as follows for tobacco violations:
 - 1. The first tobacco violation shall result in a parent conference. Supportive Requirements: The school will develop a cooperative plan with the family, including education and consequences of tobacco use, in an effort to avoid further violations.
 - 2. The second tobacco violation shall result in one (1) day of out-of-school suspension and a parent conference. The student may be referred to the counselor, social worker, or psychologist, who may recommend additional support or education.
 - 3. The third tobacco violation shall result in up to three (3) days of out-of-school suspension, a parent conference, and referral to appropriate resources.
- D. The enforcement procedures for elementary school students shall be as follows for drug violations:

1. The first drug violation shall result in a parent conference, referral to the building Student Support Team, and potential suspension of one day. Supportive Requirements: The school will develop a cooperative plan with the family, including education and consequences of drug use, in an effort to avoid further violations.
 2. The second drug violation shall result in up to five (5) days of out-of-school suspension, a parent conference, referral to the building Student Support Team, and a possible police referral. Support Requirements: Student must meet with the counselor, social worker, or psychologist and will be referred to appropriate resources.
 3. The third drug violation shall result in up to ten (10) days of out-of-school suspension with potential referral for expulsion, a parent conference, a police referral, and referral to the building Student Support Team. Support Requirements: Student must confer with a chemical health specialist for a screening interview and, if warranted, participate in a chemical dependency evaluation and follow the resulting recommendations. This must be completed, or scheduled, prior to the school reentry conference. Failure to comply with this or the chemical health screening or assessment recommendations may result in further disciplinary action.
- E. The enforcement procedures for middle school students may be separated or combined into tobacco violations including tobacco, nicotine, and other non-THC vapes and drug violations, including but not limited to marijuana, THC, and cannabinoid products.
- F. The enforcement procedures for middle school students shall be as follows for tobacco violations:
1. The first tobacco violation shall result in a parent conference. Supportive Requirements: The student must confer with a chemical health specialist, counselor, social worker, or psychologist, who may recommend additional support or education, such as participation in tobacco discussions or diversion classes.
 2. The second tobacco violation shall result in one (1) day of out-of-school suspension and parent conference. The student must confer with a chemical health specialist, counselor, social worker, or psychologist, who may recommend additional support or education, such as participation in tobacco discussions or diversion classes.
 3. The third tobacco violation shall result in up to three (3) days of out-of-school suspension, parent conference, referral to appropriate resources, and possible police referral. The student must confer with a chemical health

specialist, counselor, social worker, or psychologist, who may recommend additional support or education, such as participation in tobacco discussions or diversion classes.

- G. The enforcement procedures for middle school students shall be as follows for drug violations:
1. The first drug violation shall result in a parent conference, police referral, and referral to the building Student Support Team (which includes a pre-assessment) and potential suspension of one day. Support Requirements: Student must confer with a chemical health specialist, counselor, social worker, or psychologist for a screening interview and, if warranted, participate in a chemical dependency evaluation and follow the resulting recommendations. This must be completed, or scheduled, prior to the school reentry conference. Failure to comply with this or the chemical health screening or assessment recommendations may result in further disciplinary action.
 2. The second drug violation shall result in up to five (5) days of out-of-school suspension, a parent conference, a police referral, and referral to the building Student Support Team. Support Requirements: Student must confer with a chemical health specialist, counselor, social worker, or psychologist for a screening interview and, if warranted, participate in a chemical dependency evaluation and follow the resulting recommendations. This must be completed, or scheduled, prior to the school reentry conference. Failure to comply with this or the chemical health screening or assessment recommendations may result in further disciplinary action.
 3. The third drug violation shall result in up to ten (10) days of out-of-school suspension with potential referral for expulsion, a parent conference, a police referral, and referral to the building Student Support Team. A chemical dependency evaluation is required. Support Requirements: Student must confer with a chemical health specialist, counselor, social worker, or psychologist for a screening interview and participate in a chemical dependency evaluation and follow the resulting recommendations. This must be completed, or scheduled, prior to the school reentry conference. Failure to comply with this or the chemical health screening or assessment recommendations may result in further disciplinary action.
- H. The enforcement procedures for high school students may be separated or combined into tobacco violations including tobacco, nicotine, and other non-THC vapes and drug violations, including but not limited to marijuana, THC, and cannabinoid products.
- I. The enforcement procedures for high school students shall be as follows for tobacco violations:

1. The first tobacco violation shall result in a police referral. Supportive Requirements: The student must participate in a conference at school with a parent and a principal. The student must confer with a chemical health specialist, counselor, social worker, or psychologist, who may recommend additional support or education, such as participation in tobacco discussions or diversion classes.
 2. The second tobacco violation shall result in three (3) to six (6) days of out-of-school suspension and a police referral. Prior to reinstatement to classes, the student must participate in a conference at school with a parent and principal. Supportive Requirement: The student must work with a chemical health specialist, counselor, social worker, or psychologist to develop an individual plan that addresses the student's needs.
 3. The third tobacco violation shall result in seven (7) to nine (9) days of out-of-school suspension. The student must continue working with the chemical health specialist, counselor, social worker, or psychologist on their individual plan and follow any proposed revisions.
- J. The enforcement procedures for high school students shall be as follows for drug violations:
1. The first drug violation shall result in a law enforcement referral with the potential of suspension of up to three (3) days. The student and a parent must participate in a principal's conference. Support Requirements: Student must confer with a chemical health specialist, counselor, social worker, or psychologist for a screening interview and, if warranted, participate in a chemical dependency evaluation and follow the resulting recommendations. This must be completed, or scheduled, prior to the school reentry conference. Failure to comply with this or the chemical health screening or assessment recommendations may result in further disciplinary action.
 2. The second drug violation shall result in up to nine (9) days of out-of-school suspension, a law enforcement referral and a potential referral for expulsion. Prior to reinstatement to classes, the student and a parent must participate in a principal's conference. Support Requirements: Student must confer with a chemical health specialist, counselor, social worker, or psychologist for a screening interview and, if warranted, participate in a chemical dependency evaluation and follow the resulting recommendations. This must be completed or scheduled prior to the school reentry conference. Failure to comply with this or the chemical health screening or assessment recommendations may result in further disciplinary action.

3. The third drug violation shall result in up to ten (10) days of out-of-school suspension and a potential referral for expulsion. All violations are cumulative over a student's enrollment within a school.

IV. In accordance with the drug free workplace policy, those students found in possession of, selling, distributing, and/or under the influence of mind-altering chemicals (including alcohol), or in the possession of drug paraphernalia will be suspended from school. This includes violations in or on school property, 24 hours per day, or away from school property while participating in school-sponsored activity and/or on school buses. The police will be called at the time of the suspension and all paraphernalia and substances will be turned over to them and the incident will be recorded. Parents will be called and asked to come to school immediately to remove the student. If the student is incapable of transporting himself/herself and/or if the parents cannot come to school or refuse to come to school, transportation to an appropriate facility will be arranged. The district reserves the right to impose different consequences based on unique circumstances.

Cross References:

Policy 418 (Drug-Free Workplace/Drug-Free school)

Policy 419 (Tobacco-Free Environment; Possession and use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction)

Reviewed: January 18, 2024

Approved: February 1, 2024

MINNETONKA PUBLIC SCHOOLS

POLICY #709: STUDENT TRANSPORTATION SAFETY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The District may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student Training

1. The District shall annually provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:

- a. Transportation by school bus is a privilege, not a right;
- b. District policies for student conduct and school bus safety;
- c. Appropriate conduct while on the bus;
- d. The danger zones surrounding a school bus;
- e. Procedures for safely boarding and leaving a school bus;
- f. Procedures for safe vehicle lane crossing; and
- g. School bus evacuation and other emergency procedures.
- h. Active transportation safety training including pedestrian safety and bicycle safety within statutory time frames. Accommodations will be provided as needed.

2. The District and all nonpublic schools with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

3. Students taking driver's training instructional classes and other students in grades 9 and 10 must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus.
4. The District and all nonpublic schools with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
5. The District will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
6. The District may provide kindergarten students with school bus safety training before the first day of school.
7. The District may provide student safety education for bicycling and pedestrian safety for students in grades K through 85.
8. The District shall adopt and make available for public review a curriculum for transportation safety education.
9. Nonpublic school students transported by the District will receive school bus safety training by their respective nonpublic school. The nonpublic schools may use the District's school transportation safety education curriculum. The nonpublic school must certify to the District's School Transportation Safety Director that all students enrolled in grades K through 10 have received the appropriate training.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The District's general student behavior rules are in effect for students on school buses.
- B. Consequences for school bus/bus stop misconduct will be imposed by the District under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the District's transportation safety director. Serious misconduct may be reported to local law enforcement.
 1. School Bus and Bus Stop Rules. The District's School Bus Safety Rules are to be posted on every bus. If these rules are broken, the District's discipline procedures are to be followed. Consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the District's Transportation Office/School Office.
 2. Rules at the Bus Stop. The Superintendent, or designee, shall adopt rules

for students at bus stops and on buses.

3. Consequences for school bus rules infractions or bus stop rules infractions shall be established by the Superintendent or designee.
 - a. Consequences for school bus/bus stop misconduct will apply to all regular, field trip and extra-curricular buses. Decisions regarding a student's ability to ride the bus in connection with co-curricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the District. Parents or guardians will be notified of any suspension of bus privileges.
 - b. The principal of each building will either assume or delegate to a qualified staff member, the responsibilities of a Building Transportation Coordinator. Each principal or coordinator will process school bus misbehavior reports and assign appropriate consequences to students.
 - c. The principal or coordinator will investigate and assign consequences for each report in a manner which is defensible and which is in the interest of preserving the safety and well-being of all bus passengers. An investigation may require the participation of an adult bus monitor, the school bus driver, appropriate students, and appropriate parents.
 - d. The principal or coordinator will assign consequences which are progressively more serious whenever a student persists in behaving inappropriately. The following schedule of consequences shall apply unless a school bus driver chooses to withdraw a given report.
 - i. "Information Only" Misbehavior Report. The principal shall determine whether this report only goes into the student's file, or whether further action should be taken.
 - ii. First Misbehavior Report. The student shall receive one or a combination of the following consequences.
 - Discussion of rules and regulations.
 - Assigned seat on bus.
 - Resolve problem with driver and/or others.
 - Time out or detention at school.
 - iii. Second Misbehavior Report. The student shall receive one or a combination of the following consequences.
 - Resolve problem with driver and/or others.

- Time out or detention at school.
 - Suspend from bus for one day to one week.
- iv. Third Misbehavior Report. The student shall receive one of the following consequences.
- Suspend from bus for one day to one week.
 - Suspend from bus for one week to one month.
 - Suspend from bus for one month to three months.
 - Suspend from bus for remainder of school year.
- v. Fourth Misbehavior Report. The student shall receive one of the following consequences.
- Suspend from bus for one month to three months.
 - Suspend from bus for remainder of school year.
- vi. Fifth Misbehavior Report. The student shall receive the following consequences.
- Suspend from bus for remainder of school year.
- vii. Exception to Progression. The principal shall have the authority to bypass preliminary consequences and assign a suspension from the bus for the remainder of the school year if the misbehavior in question has caused an immediate danger to him/herself, other persons, or property.
- viii. Special Needs Students. Assignment of consequences for students who have individual education plans (I.E.P.'s) shall be administered in accordance with the I.D.E.A. statute. Principals shall immediately enlist the aid of the district's Transportation Safety Coordinator when an I.E.P. student receives a misbehavior report.

C. Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

D. Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building for appropriate determination of consequences and will be retained

in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that causes an immediate and substantial danger to the student or surrounding persons or property will be provided by the District to the Department of Public Safety in accordance with state and federal law.

E. Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in the loss of bus privileges until damages are paid.

F. Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

G. Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, possession or vandalism), the appropriate District personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The District school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

The Superintendent, or designee, shall annually inform all parents, guardians whose children utilize District-provided buses or designated bus stops with the specific and general expectations for students and parents.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. The contract vendor shall annually assure the District in writing that school bus drivers have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus endorsement, may drive a vehicle with a seating capacity of 10 or fewer persons used as a school bus, but not outwardly equipped or identified as a school bus.

B. The contract vendor shall annually assure the District in writing that they are

conducting mandatory drug and alcohol testing of all contractor bus drivers and bus driver applicants in accordance with state and federal law and District policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

The contract vendor shall assure the District in writing that all new school bus drivers be provided with pre-service training, including in-vehicle (actual driving) instruction before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All contractor bus drivers shall receive in-service training annually. The contract vendor shall assure the District in writing that an annual individual school bus driver "evaluation certification" form is retained on file for each contractor driver as contained in the Model School Bus Driver Training Manual.

B. Evaluation

The contract vendor shall assure the District in writing that all school bus drivers with a Class D license be evaluated annually and all other bus drivers be assessed periodically by the bus service provider.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. The District shall assure that all school buses be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the District shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate, pursuant to District policy, a day care facility, respite care facility, the residence of a relative or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.
4. Bus drivers must eliminate or minimize, the idling of school bus engines and exposure of children to diesel exhaust fumes.

5. Bus drivers must endeavor to park and load school buses at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call “911” or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III “Crash & Emergency Preparedness” of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within one month after the effective date of assignment review the proper methods for dealing with the specific needs and problems of pupils with disabilities, assist pupils with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
 1. The pupil’s name and address;
 2. The nature of the pupil’s disabilities;
 3. Emergency health care information; and
 4. The names and telephone numbers of the pupil’s physician, parents, guardians, or custodians, and some person other than the pupil’s parents or custodians who can be contacted in case of an emergency.

IX. CONTRACT VENDOR VEHICLE MAINTENANCE STANDARDS

- A. All vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the District.
- B. All vehicles shall be state inspected in accordance with legal requirements.

X. TRANSPORTATION SAFETY DIRECTOR

The contractor shall employ a Transportation Safety Director who functions as the Transportation Safety Director for both the contractor and the District. The Transportation Safety Director shall have day-to-day responsibility for pupil transportation safety, including transportation of nonpublic school children when provided by the District. The School Transportation Safety Director will assure that this policy is periodically reviewed to ensure that it conforms to law. The Transportation Safety Director shall certify annually to the District in writing that each school bus driver meets the school bus driver training competencies required by Minn. Stat. § 171.321, Subd. 4. The Transportation Safety Director also shall annually verify to the District in writing the validity of the driver's license of each employee who regularly transports students for the District in a Type A, B, C, or D school bus or Type III vehicle with the National Driver's Register or the Department of Public Safety. The Transportation Safety Director also shall confirm annually to the District that students have received school bus safety training in accordance with state law. The name, address and telephone number of the Transportation Safety Director are on file in the District office. Any questions regarding student transportation or this policy may be addressed to the Supervisor of Student Accounting & Transportation.

XI. PUPIL TRANSPORTATION SAFETY COMMITTEE

The Board may establish a Pupil Transportation Safety Committee. The chair of the Pupil Transportation Safety Committee is the District's Supervisor of Student Accounting & Transportation. The school board shall appoint the other members of the Pupil Transportation Safety Committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other District staff, and representatives from other units of local government.

Cross References:

Policy 307: Access and Dissemination (Compliance with Minnesota Data Practices Act)
Policy 506: Student Discipline and Code of Conduct
Policy 707: Student Transportation Policy

Adopted: June 1, 2006

Reviewed: October 28, 2021

Reviewed: November 18, 2021

Adopted: December 2, 2021

Reviewed: January 18, 2024

Approved: February 1, 2024

MINNETONKA PUBLIC SCHOOLS

POLICY #709: STUDENT TRANSPORTATION SAFETY

I. PURPOSE

The purpose of this policy is to provide safe transportation for students and to educate students on safety issues and the responsibilities of school bus ridership.

II. PLAN FOR STUDENT TRANSPORTATION SAFETY TRAINING

A. School Bus Safety Week

The District may designate a school bus safety week. The National School Bus Safety Week is the third week in October.

B. Student Training

1. The District shall annually provide students enrolled in grades kindergarten (K) through 10 with age-appropriate school bus safety training of the following concepts:

- a. Transportation by school bus is a privilege, not a right;
- b. District policies for student conduct and school bus safety;
- c. Appropriate conduct while on the bus;
- d. The danger zones surrounding a school bus;
- e. Procedures for safely boarding and leaving a school bus;
- f. Procedures for safe vehicle lane crossing; and
- g. School bus evacuation and other emergency procedures.
- h. Active transportation safety training including pedestrian safety and bicycle safety within statutory time frames. Accommodations will be provided as needed.

2. The District and all nonpublic schools with students transported by school bus at public expense must provide students enrolled in grades K through 3 school bus safety training twice during the school year.

3. Students taking driver's training instructional classes and other students in grades 9 and 10 must receive training in the laws and proper procedures for operating a motor vehicle in the vicinity of a school bus.
4. The District and all nonpublic schools with students transported by school bus at public expense must conduct a school bus evacuation drill at least once during the school year.
5. The District will make reasonable accommodations in training for students known to speak English as a second language and students with disabilities.
6. The District may provide kindergarten students with school bus safety training before the first day of school.
7. The District may provide student safety education for bicycling and pedestrian safety for students in grades K through 8.
8. The District shall adopt and make available for public review a curriculum for transportation safety education.
9. Nonpublic school students transported by the District will receive school bus safety training by their respective nonpublic school. The nonpublic schools may use the District's school transportation safety education curriculum. The nonpublic school must certify to the District's School Transportation Safety Director that all students enrolled in grades K through 10 have received the appropriate training.

III. CONDUCT ON SCHOOL BUSES AND CONSEQUENCES FOR MISBEHAVIOR

- A. Riding the school bus is a privilege, not a right. The District's general student behavior rules are in effect for students on school buses.
- B. Consequences for school bus/bus stop misconduct will be imposed by the District under adopted administrative discipline procedures. In addition, all school bus/bus stop misconduct will be reported to the District's transportation safety director. Serious misconduct may be reported to local law enforcement.
 1. **School Bus and Bus Stop Rules.** The District's School Bus Safety Rules are to be posted on every bus. If these rules are broken, the District's discipline procedures are to be followed. Consequences are progressive and may include suspension of bus privileges. It is the school bus driver's responsibility to report unacceptable behavior to the District's Transportation Office/School Office.

2. Rules at the Bus Stop. The Superintendent, or designee, shall adopt rules for students at bus stops and on buses.
3. Consequences for school bus rules infractions or bus stop rules infractions shall be established by the Superintendent or designee.
 - a. Consequences for school bus/bus stop misconduct will apply to all regular, field trip and extra-curricular buses. Decisions regarding a student's ability to ride the bus in connection with co-curricular and extracurricular events (for example, field trips or competitions) will be in the sole discretion of the District. Parents or guardians will be notified of any suspension of bus privileges.
 - b. The principal of each building will either assume or delegate to a qualified staff member, the responsibilities of a Building Transportation Coordinator. Each principal or coordinator will process school bus misbehavior reports and assign appropriate consequences to students.
 - c. The principal or coordinator will investigate and assign consequences for each report in a manner which is defensible and which is in the interest of preserving the safety and well-being of all bus passengers. An investigation may require the participation of an adult bus monitor, the school bus driver, appropriate students, and appropriate parents.
 - d. The principal or coordinator will assign consequences which are progressively more serious whenever a student persists in behaving inappropriately. The following schedule of consequences shall apply unless a school bus driver chooses to withdraw a given report.
 - i. "Information Only" Misbehavior Report. The principal shall determine whether this report only goes into the student's file, or whether further action should be taken.
 - ii. First Misbehavior Report. The student shall receive one or a combination of the following consequences.
 - Discussion of rules and regulations.
 - Assigned seat on bus.
 - Resolve problem with driver and/or others.
 - Time out or detention at school.
 - iii. Second Misbehavior Report. The student shall receive one or a combination of the following consequences.

- Resolve problem with driver and/or others.
 - Time out or detention at school.
 - Suspend from bus for one day to one week.
- iv. Third Misbehavior Report. The student shall receive one of the following consequences.
- Suspend from bus for one day to one week.
 - Suspend from bus for one week to one month.
 - Suspend from bus for one month to three months.
 - Suspend from bus for remainder of school year.
- v. Fourth Misbehavior Report. The student shall receive one of the following consequences.
- Suspend from bus for one month to three months.
 - Suspend from bus for remainder of school year.
- vi. Fifth Misbehavior Report. The student shall receive the following consequences.
- Suspend from bus for remainder of school year.
- vii. Exception to Progression. The principal shall have the authority to bypass preliminary consequences and assign a suspension from the bus for the remainder of the school year if the misbehavior in question has caused an immediate danger to him/herself, other persons, or property.
- viii. Special Needs Students. Assignment of consequences for students who have individual education plans (I.E.P.'s) shall be administered in accordance with the I.D.E.A. statute. Principals shall immediately enlist the aid of the district's Transportation Safety Coordinator when an I.E.P. student receives a misbehavior report.

C. Other Discipline

Based on the severity of a student's conduct, more serious consequences may be imposed at any time. Depending on the nature of the offense, consequences such as suspension or expulsion from school also may result from school bus/bus stop misconduct.

D. Records

Records of school bus/bus stop misconduct will be forwarded to the individual school building for appropriate determination of consequences and will be retained in the same manner as other student discipline records. Reports of student misbehavior on a school bus or in a bus-loading or unloading area that causes an immediate and substantial danger to the student or surrounding persons or property will be provided by the District to the Department of Public Safety in accordance with state and federal law.

E. Vandalism/Bus Damage

Students damaging school buses will be responsible for the damages. Failure to pay such damages (or make arrangements to pay) within two weeks may result in the loss of bus privileges until damages are paid.

F. Notice

School bus and bus stop rules and consequences for violations of these rules will be reviewed with students annually and copies of these rules will be made available to students. School bus rules are to be posted on each school bus.

G. Criminal Conduct

In cases involving criminal conduct (for example, assault, weapons, possession or vandalism), the appropriate District personnel and local law enforcement officials will be informed.

IV. PARENT AND GUARDIAN INVOLVEMENT

A. Parent and Guardian Notification

The District school bus and bus stop rules will be provided to each family. Parents and guardians are asked to review the rules with their children.

B. Parents/Guardians Responsibilities for Transportation Safety

The Superintendent, or designee, shall annually inform all parents, guardians whose children utilize District-provided buses or designated bus stops with the specific and general expectations for students and parents.

V. SCHOOL BUS DRIVER DUTIES AND RESPONSIBILITIES

A. The contract vendor shall annually assure the District in writing that school bus drivers have a valid Class A, B, or C Minnesota driver's license with a school bus endorsement. A person possessing a valid driver's license, without a school bus

endorsement, may drive a vehicle with a seating capacity of 10 or fewer persons used as a school bus, but not outwardly equipped or identified as a school bus.

- B. The contract vendor shall annually assure the District in writing that they are conducting mandatory drug and alcohol testing of all contractor bus drivers and bus driver applicants in accordance with state and federal law and District policy.

VI. SCHOOL BUS DRIVER TRAINING

A. Training

The contract vendor shall assure the District in writing that all new school bus drivers be provided with pre-service training, including in-vehicle (actual driving) instruction before transporting students and shall meet the competency testing specified in the Minnesota Department of Public Safety Model School Bus Driver Training Manual. All contractor bus drivers shall receive in-service training annually. The contract vendor shall assure the District in writing that an annual individual school bus driver "evaluation certification" form is retained on file for each contractor driver as contained in the Model School Bus Driver Training Manual.

B. Evaluation

The contract vendor shall assure the District in writing that all school bus drivers with a Class D license be evaluated annually and all other bus drivers be assessed periodically by the bus service provider.

VII. OPERATING RULES AND PROCEDURES

A. General Operating Rules

1. The District shall assure that all school buses be operated in accordance with state traffic and school bus safety laws and the procedures contained in the Minnesota Department of Public Safety Model School Bus Driver Training Manual.
2. Only students assigned to the school bus by the District shall be transported. The number of students or other authorized passengers transported in a school bus shall not be more than the legal capacity for the bus. No person shall be allowed to stand when the bus is in motion.
3. The parent/guardian may designate, pursuant to District policy, a day care facility, respite care facility, the residence of a relative or the residence of a person chosen by the parent or guardian as the address of the student for transportation purposes. The address must be in the attendance area of the assigned school and meet all other eligibility requirements.

4. Bus drivers must eliminate or minimize, the idling of school bus engines and exposure of children to diesel exhaust fumes.
5. Bus drivers must endeavor to park and load school buses at a sufficient distance from school air-intake systems to avoid diesel fumes from being drawn into the systems.

VIII. SCHOOL DISTRICT EMERGENCY PROCEDURES

- A. If possible, school bus drivers or their supervisors shall call “911” or the local emergency phone number in the event of a serious emergency.
- B. School bus drivers shall meet the emergency training requirements contained in Unit III “Crash & Emergency Preparedness” of the Minnesota Department of Public Safety Model School Bus Driver Training Manual. This includes procedures in the event of a crash (accident).
- C. School bus drivers and bus assistants for special education students requiring special transportation service because of their handicapping condition shall be trained in basic first aid procedures, shall within one month after the effective date of assignment review the proper methods for dealing with the specific needs and problems of pupils with disabilities, assist pupils with disabilities on and off the bus when necessary for their safe ingress and egress from the bus; and ensure that protective safety devices are in use and fastened properly.
- D. Emergency Health Information shall be maintained on the school bus for students requiring special transportation service because of their handicapping condition. The information shall state:
 1. The pupil’s name and address;
 2. The nature of the pupil’s disabilities;
 3. Emergency health care information; and
 4. The names and telephone numbers of the pupil’s physician, parents, guardians, or custodians, and some person other than the pupil’s parents or custodians who can be contacted in case of an emergency.

IX. CONTRACT VENDOR VEHICLE MAINTENANCE STANDARDS

- A. All vehicles shall be maintained in safe operating conditions through a systematic preventive maintenance and inspection program adopted or approved by the District.

B. All vehicles shall be state inspected in accordance with legal requirements.

X. TRANSPORTATION SAFETY DIRECTOR

The contractor shall employ a Transportation Safety Director who functions as the Transportation Safety Director for both the contractor and the District. The Transportation Safety Director shall have day-to-day responsibility for pupil transportation safety, including transportation of nonpublic school children when provided by the District. The School Transportation Safety Director will assure that this policy is periodically reviewed to ensure that it conforms to law. The Transportation Safety Director shall certify annually to the District in writing that each school bus driver meets the school bus driver training competencies required by Minn. Stat. § 171.321, Subd. 4. The Transportation Safety Director also shall annually verify to the District in writing the validity of the driver's license of each employee who regularly transports students for the District in a Type A, B, C, or D school bus or Type III vehicle with the National Driver's Register or the Department of Public Safety. The Transportation Safety Director also shall confirm annually to the District that students have received school bus safety training in accordance with state law. The name, address and telephone number of the Transportation Safety Director are on file in the District office. Any questions regarding student transportation or this policy may be addressed to the Supervisor of Student Accounting & Transportation.

XI. PUPIL TRANSPORTATION SAFETY COMMITTEE

The Board may establish a Pupil Transportation Safety Committee. The chair of the Pupil Transportation Safety Committee is the District's Supervisor of Student Accounting & Transportation. The school board shall appoint the other members of the Pupil Transportation Safety Committee. Membership may include parents, school bus drivers, representatives of school bus companies, local law enforcement officials, other District staff, and representatives from other units of local government.

Cross References:

Policy 307: Access and Dissemination (Compliance with Minnesota Data Practices Act)

Policy 506: Student Discipline and Code of Conduct

Policy 707: Student Transportation Policy

Adopted: June 1, 2006

Reviewed: October 28, 2021

Reviewed: November 18, 2021

Adopted: December 2, 2021

Reviewed: January 18, 2024

Approved: February 1, 2024

MINNETONKA PUBLIC SCHOOLS

POLICY #719: ~~FOOD AND~~ NUTRITION SERVICES POLICY

I. PURPOSE

The purpose of this policy is to provide guidelines for the operation of a strong, self-supporting ~~Food and~~ Nutrition Services program that provides a positive school experience for students and contributes to the efforts of staff to reach our vision and attain our mission.

II. GENERAL STATEMENT OF POLICY

The ~~Food and~~ Nutrition Services program is an integral part of the learning community providing customers with quality food and service in a pleasing environment. The program exists to enhance education by providing attractive, nutritious and affordable meals for all our customers in a financially sound manner. School meal service is a vital link to the physical and intellectual fitness of students. It is the Board's philosophy relative to the ~~Food and~~ Nutrition Program to:

- A. Provide a highly beneficial contribution to our children's education.
- B. To teach healthy choices for life.
- C. To offer a wide variety of healthy choices that teach kids how to develop healthy, lifetime eating habits.
It is the policy of Minnetonka Public Schools to provide school sites with the facilities and equipment necessary to implement a nutritional and cost effective ~~Food and~~ Nutrition Services Program for its students. ~~It requires that:~~
 1. The meals served ~~support encourage~~ students ~~in their efforts~~ to practice good dietary habits as taught in the District curriculum, ~~and~~
 2. The ~~fees collected from students~~ funding received based on meals served offsets the costs incurred by the District for the purchase, preparation and serving of the meals.

III. REQUIREMENT

- A. AUTHORITY: The ~~Food and~~ Nutrition Services Program is responsible for all foods served from the kitchens at the school sites.
- B. COST CONTROLS: The price of meals, both breakfast and lunch will be free for all students with a maximum of one free breakfast and one free lunch per student. This is accomplished by through funding provided by the State of Minnesota and the United States Department of Agriculture (USDA) and through the school district's diligence in controlling all the costs associated with ~~of~~ food preparation and service.
- C. MENU PLANNING: When administering the program, ~~Food and~~ Nutrition Services

must comply with federal guidelines for the National School Lunch and Breakfast Programs and reflect the good dietary habits identified in the District's health curriculum.

- D. FREE & REDUCED-PRICE LUNCHES: The District must comply with state and federal guidelines regarding free and reduced price lunches.
- E. OPERATIONAL TIMELINES: All food and beverage items dispensed before classes begin in the morning and during the school day shall be through the School Food and Nutrition Services Program as required by federal regulations.
- F. ACCESS TO SCHOOL LUNCH: School lunches will be made available to all pupilsstudents and employees at each school site at the established rates.
- G. USE OF KITCHEN AND LUNCH ROOM LUNCHROOM SPACE: Kitchens and lunch rooms exist primarily for the benefit of the students-youngsters enrolled in school. No other activity during the time lunch is served shall be permitted to interfere with this function.
- H. LICENSING: All kitchens are licensed facilities and are subject to all the rules and regulations as specified in the Department of Health, Minnesota Food Code.

IV. IMPLEMENTATION

- ~~A. The program is administered by the Supervisor of Food and Nutrition Services through the Executive Director of Finance and Operations. Lunchroom personnel will share the responsibility for supervising lunch lines and lunchrooms when they are being used.~~

IV. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The school district will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Families can view meal account balances, in real time, through their Skyward Family Access account. Families will receive periodic communications to keep them informed of their student's account balance.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, providing alternative meals not specifically related to dietary needs; providing non-reimbursable meals; or affixing stickers, stamps, or pins.

V. UNPAID MEAL CHARGES

- A. Once a student's meal is placed on a tray or otherwise served to a student, the meal may not be subsequently withdrawn from the student by the cashier or other school official, whether or not the student has an outstanding meals balance.
- B. The school district will make reasonable efforts to communicate with families to resolve the matter of unpaid charges.
- C. The school district will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- D. In some instances of negative balances, the school district may use a collection agency to collect unpaid school meal debts after reasonable efforts have been made by the school district to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal methods permitted by law.
- E. The school district will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

VI. IMPLEMENTATION

- A. The program is administered by the Supervisor of Nutrition Services through the Executive Director of Finance and Operations.
- B. School lunchroom personnel share the responsibility for supervising lunch lines and lunchrooms.

VII. COMMUNICATION OF POLICY

- A. This policy will be posted on the school district's website.

References: Minn. Stat. 124D.111
Minn. Stat. 123B.37

Adopted: September 16, 2004

Reviewed: January 18, 2024

Approved: February 1, 2024

MINNETONKA PUBLIC SCHOOLS

POLICY #719: NUTRITION SERVICES POLICY

I. PURPOSE

The purpose of this policy is to provide guidelines for the operation of a strong, self-supporting Nutrition Services program that provides a positive school experience for students and contributes to the efforts of staff to reach our vision and attain our mission.

II. GENERAL STATEMENT OF POLICY

The Nutrition Services program is an integral part of the learning community providing customers with quality food and service in a pleasing environment. The program exists to enhance education by providing attractive, nutritious and affordable meals for all our customers in a financially sound manner. School meal service is a vital link to the physical and intellectual fitness of students. It is the Board's philosophy relative to the Nutrition Program to:

- A. Provide a highly beneficial contribution to our children's education.
- B. To teach healthy choices for life.
- C. To offer a wide variety of healthy choices that teach kids how to develop healthy, lifetime eating habits.

It is the policy of Minnetonka Public Schools to provide school sites with the facilities and equipment necessary to implement a nutritional and cost effective Nutrition Services Program for its students.

- 1. The meals served encourage students to practice good dietary habits as taught in the District curriculum.
- 2. The funding received based on meals served offsets the costs incurred by the District for the purchase, preparation and serving of the meals.

III. REQUIREMENT

- A. **AUTHORITY:** The Nutrition Services Program is responsible for all foods served from the kitchens at the school sites.
- B. **COST CONTROLS:** The price of meals, both breakfast and lunch is free for all students with a maximum of one free breakfast and one free lunch per student. This is accomplished through funding provided by the State of Minnesota and the United States Department of Agriculture (USDA) and through the school district's diligence in controlling all costs associated with food preparation and service.

- C. MENU PLANNING: When administering the program, Nutrition Services must comply with federal guidelines for the National School Lunch and Breakfast Programs and reflect the good dietary habits identified in the District's health curriculum.
- D. FREE & REDUCED-PRICE LUNCHES: The District must comply with state and federal guidelines regarding free and reduced price lunches.
- E. OPERATIONAL TIMELINES: All food and beverage items dispensed before classes begin in the morning and during the school day shall be through the School Nutrition Services Program as required by federal regulations.
- F. ACCESS TO SCHOOL LUNCH: School lunches will be made available to all students and employees at each school site at the established rates.
- G. USE OF KITCHEN AND LUNCHROOM SPACE: Kitchens and lunch rooms exist primarily for the benefit of the students enrolled in school. No other activity during the time lunch is served shall be permitted to interfere with this function.
- H. LICENSING: All kitchens are licensed facilities and are subject to all the rules and regulations as specified in the Department of Health, Minnesota Food Code.

IV. LOW OR NEGATIVE ACCOUNT BALANCES – NOTIFICATION

- A. The District will make reasonable efforts to notify families when meal account balances are low or fall below zero.
- B. Families can view meal account balances, in real time, through their Skyward Family Access account. Families will receive periodic communications to keep them informed of their student's account balance.
- C. Reminders for payment of outstanding student meal balances will not demean or stigmatize any student participating in the school lunch program, including, but not limited to, dumping meals, withdrawing a meal that has been served, announcing or listing students' names publicly, providing alternative meals not specifically related to dietary needs; providing non-reimbursable meals; or affixing stickers, stamps, or pins.

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- B. The District will make reasonable efforts to communicate with families to resolve the matter of unpaid charges.

- C. The District will make reasonable efforts to collect unpaid meal charges classified as delinquent debt. Unpaid meal charges are designated as delinquent debt when payment is overdue, the debt is considered collectable, and efforts are being made to collect it.
- D. In some instances of negative balances, the District may use a collection agency to collect unpaid school meal debts after reasonable efforts have been made by the District to collect the debt. Collection options may include, but are not limited to, use of collection agencies, claims in the conciliation court, or any other legal methods permitted by law.
- E. The District will not limit a student's participation in any school activities, graduation ceremonies, field trips, athletics, activity clubs, or other extracurricular activities or access to materials, technology, or other items provided to students due to an unpaid student meal balance.

VI. IMPLEMENTATION

- A. The program is administered by the Supervisor of Nutrition Services through the Executive Director of Finance and Operations.
- B. School lunchroom personnel share the responsibility for supervising lunch lines and lunchrooms.

VII. COMMUNICATION OF POLICY

- A. This policy will be posted on the District's website.

References: Minn. Stat. 124D.111
Minn. Stat. 123B.37

Adopted: September 16, 2004

Reviewed: January 18, 2024

Approved: February 1, 2024

MINNETONKA PUBLIC SCHOOLS

POLICY #613: GRADUATION REQUIREMENTS

1.0I. PURPOSE

The purpose of this policy is to set forth requirements for graduation from the Minnetonka School District.

2.0II. GENERAL STATEMENT OF POLICY

The policy of the Minnetonka School District is that all students, in order to earn a high school diploma, must demonstrate their satisfactory completion of the credit requirements and their understanding of academic standards.

The Minnetonka School District will provide a comprehensive academic program, which addresses knowledge, skills, concepts and processes as determined by local standards and curriculum and state academic standards.

Special Education students who properly complete the programs specified in their IEP (Individual Education Plan) and have received the recommendation of their IEP Team shall be awarded a diploma.

3.III. AREAS OF RESPONSIBILITY

3.1A. Authorization to certify pupils for graduation from high school shall be vested in the Principal of Minnetonka High School, in accordance with District Policy.

3.2B. Administrators and guidance counselors have the responsibility to communicate to parents and students the full range of course and program options.

3.3C. Credits may be transferred to Minnetonka High School from other accredited secondary schools upon evaluation by the high school administration and/or counselors.

4.IV. CREDIT REQUIREMENTS

A. To receive a Minnetonka High School Diploma, a student who began grade nine in the 2023-2024 school year or earlier must have accumulated 22.5 credits, ~~and meet all requirements outlined below.~~ Students must be enrolled for a minimum of six (6) credits at grades nine and ten, and must enroll for an adequate number of credits in grades eleven and twelve to accumulate the number of credits required for graduation.

Students who began grade nine in the 2023-2024 school year or earlier, must meet all the following graduation requirements:

1. Four credits of language arts sufficient to satisfy all academic standards in English language arts;
2. Three credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics;
3. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;
4. Three credits of science, including at least: (a) one credit of biology; (b) one credit of chemistry or physics; and (c) one elective credit of science. The combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;
5. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;
6. One credit in the arts sufficient to satisfy all of the state or local academic standards in the arts;
7. One credit of physical education;
8. One-half credit of health; and
9. A minimum of six and one-half elective credits.

B. To receive a Minnetonka High School Diploma, a student who begins grade nine in the 2024-25 school year or later must have accumulated 22.523.5 credits and must meet all graduation requirements outlined below. Students must be enrolled for a minimum of six (6) credits at grades nine and ten, and must enroll for an adequate number of credits in grades eleven and twelve to accumulate the number of credits required for graduation.

Students who begin grade nine in the 2024-25 school year or later, must meet all the following graduation requirements:

1. Four credits of language arts sufficient to satisfy all academic standards in English language arts;

2. Three credits of mathematics, including an algebra II credit or its equivalent, sufficient to satisfy all of the academic standards in mathematics;

~~3. An algebra I credit by the end of 8th grade sufficient to satisfy all of the 8th grade standards in mathematics;~~

3. Three credits of science, including ~~at least~~: (a) ~~one elective credit of science~~ one credit to satisfy all earth and space science standards; (b) one credit to satisfy all biology standards; (c) one credit to satisfy all the chemistry or physics standards; ~~and the combination of credits must be sufficient to satisfy (i) all of the academic standards in either chemistry or physics and (ii) all other academic standards in science;~~

4. Three and one-half credits of social studies, including credit for a course in government and citizenship in either grade 11 or 12 or an advanced placement, international baccalaureate, or other rigorous course on government and citizenship and a combination of other credits encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;

5. One credit in the arts sufficient to satisfy all of the ~~state or local~~ academic standards in the arts;

6. One credit of physical education;

7. One-half credit of personal finance in grade 10, 11 or 12;

8. One-half credit of health; and

9. A minimum of ~~six and one-half~~ seven elective credits.

V. PARTICIPATION IN THE COMMENCEMENT CEREMONY

Participation in the Minnetonka High School graduation ceremony is a privilege afforded to students who meet eligibility requirements. These requirements include:

5.1A. Being a member of the current year graduating class.

5.2B. Having completed all course and credit requirements.

5.3C. Being in good disciplinary standing.

5.4D. In the event of medical emergencies or other extenuating circumstances, an “opportunity for administrative review” will be afforded to those students that do not meet the requirements set forth in this policy.

VI. SUMMER COMMENCEMENT

A summer commencement will be held for those students completing their graduation requirements after the close of the regular school year.

7.0VII.INTERNATIONAL STUDENTS

International students shall be permitted to participate in the graduation ceremony and shall be awarded an honorary diploma unless they meet the criteria for a regular diploma.

8.0VIII.EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes section 120B.07, upon meeting the following conditions:

8.1A. All course or standards and credit requirements must be met;

8.2B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and

8.3C. The principal’s decision shall be in writing and may be subject to review by the superintendent and school board.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota’s Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. §120B.024 (Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat 2003, Section 124D.095 (On-line Learning Option Act)
Minn. Stat § Section 120B.16 (Secondary Credit for Students)

Approved: November 20, 2004

Reviewed: January 27, 2005

Adopted: June 2, 2005

Reviewed: December 15, 2022

Approved: January 12, 2023

Reviewed: January 18, 2024

Approved: February 1, 2024

MINNETONKA PUBLIC SCHOOLS

POLICY #613: GRADUATION REQUIREMENTS

I. PURPOSE

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II. GENERAL STATEMENT OF POLICY

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The Minnetonka School District will provide a comprehensive academic program, which addresses knowledge, skills, concepts and processes as determined by local standards and curriculum and state academic standards.

Special Education students who properly complete the programs specified in their IEP (Individual Education Plan) and have received the recommendation of their IEP Team shall be awarded a diploma.

III. AREAS OF RESPONSIBILITY

- A. Authorization to certify pupils for graduation from high school shall be vested in the Principal of Minnetonka High School, in accordance with District Policy.
- B. Administrators and guidance counselors have the responsibility to communicate to parents and students the full range of course and program options.
- C. Credits may be transferred to Minnetonka High School from other accredited secondary schools upon evaluation by the high school administration and/or counselors.

IV. CREDIT REQUIREMENTS

- A. To receive a Minnetonka High School Diploma, a student who began grade nine in the 2023-2024 school year or earlier must have accumulated 22.5 credits. Students must be enrolled for a minimum of six (6) credits at grades nine and ten, and must enroll for an adequate number of credits in grades eleven and twelve to accumulate the number of credits required for graduation.

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 5. Three and one-half credits of social studies, encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;
 6. One credit in the arts sufficient to satisfy all of the state or local academic standards in the arts;
 7. One credit of physical education;
 8. One-half credit of health; and
 9. A minimum of six and one-half elective credits.
- B. To receive a Minnetonka High School Diploma, a student who begins grade nine in the 2024-25 school year or later must have accumulated 23.5 credits and must meet all graduation requirements outlined below. Students must be enrolled for a minimum of six (6) credits at grades nine and ten, and must enroll for an adequate number of credits in grades eleven and twelve to accumulate the number of credits required for graduation.

Students who begin grade nine in the 2024-25 school year or later, must meet all the following graduation requirements:

1. Four credits of language arts sufficient to satisfy all academic standards in English language arts;

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3. Three credits of science, including: (a) one credit to satisfy all earth and space science standards; (b) one credit to satisfy all biology standards; (c) one credit to satisfy all the chemistry or physics standards;
4. Three and one-half credits of social studies, including credit for a course in government and citizenship in either grade 11 or 12 or an advanced placement, international baccalaureate, or other rigorous course on government and citizenship and a combination of other credits encompassing at least United States history, geography, government and citizenship, world history, and economics sufficient to satisfy all of the academic standards in social studies;
5. One credit in the arts sufficient to satisfy all of the academic standards in the arts;
6. One credit of physical education;
7. One-half credit of personal finance in grade 10, 11 or 12;
8. One-half credit of health; and
9. A minimum of seven elective credits.

V. PARTICIPATION IN THE COMMENCEMENT CEREMONY

Participation in the Minnetonka High School graduation ceremony is a privilege afforded to students who meet eligibility requirements. These requirements include:

- A. Being a member of the current year graduating class.
- B. Having completed all course and credit requirements.
- C. Being in good disciplinary standing.
- D. In the event of medical emergencies or other extenuating circumstances, an “opportunity for administrative review” will be afforded to those students that do not meet the requirements set forth in this policy.

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VII. INTERNATIONAL STUDENTS

International students shall be permitted to participate in the graduation ceremony and shall be awarded an honorary diploma unless they meet the criteria for a regular diploma.

VIII. EARLY GRADUATION

Students may be considered for early graduation, as provided for within Minnesota Statutes section 120B.07, upon meeting the following conditions:

- A. All course or standards and credit requirements must be met;
- B. The principal or designee shall conduct an interview with the student and parent or guardian, familiarize the parties with opportunities available in post-secondary education, and arrive at a timely decision; and
- C. The principal's decision shall be in writing and may be subject to review by the superintendent and school board.

Legal References: Minn. Stat. § 120B.02 (Educational Expectations and Graduation Requirements for Minnesota's Students)
Minn. Stat. § 120B.021 (Required Academic Standards)
Minn. Stat. § 120B.024 (Credits)
Minn. Stat. § 120B.07 (Early Graduation)
Minn. Stat 2003, Section 124D.095 (On-line Learning Option Act)
Minn. Stat § Section 120B.16 (Secondary Credit for Students)

Approved: November 20, 2004

Reviewed: January 27, 2005

Adopted: June 2, 2005

Reviewed: December 15, 2022

Approved: January 12, 2023

Reviewed: January 18, 2024

Approved: February 1, 2024

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

Board Agenda Item VIII.

Title: Approval of Middle School Program Proposal

Date: February 1, 2024

EXECUTIVE SUMMARY

Over the past two months, the middle school principals, in collaboration with the teaching and learning department, district leaders, and teacher leaders, have developed a comprehensive middle school program proposal based on the findings from the program review presented to the School Board on November 16th. This proposal integrates the information gathered, including stakeholder feedback, during the program review completed over the past ten months.

BACKGROUND

On March 23, 2023, middle school and district leaders proposed the District engage in a comprehensive review of the current middle school program, including opportunities for student, family and staff voice and engagement. The Board supported that recommendation, and the program review process began in April of 2023.

The process has focused on the student experience, prioritizing social and emotional development, student interest and strengths, the student knowing themselves as a learner, and providing opportunities for choice and ownership.

This robust review process included data from stakeholder surveys and focus groups, information about program structures from regional and national peer schools, and best practices for middle school programming. A program review committee was convened to analyze all the information gathered and develop themes and priorities. Additionally, all middle school staff had multiple opportunities throughout the process for information sharing and feedback loops.

Prior to the work this year, the last review of Middle School programming was conducted in 2007. The findings from that review resulted in significant changes to the middle schools, including the creation of honors level courses in all four subject areas, new courses supporting students in math, reading and organization skills, and multiple new elective courses with more flexibility for eighth graders when registering.

While these changes have served the school community well, the middle school program has continued to evolve with the addition of the Navigator program, Spanish and Chinese Immersion programs, and a considerable increase in open enrollment. These changes, coupled with significant program additions at the high school level, made this an

opportune time to again evaluate the middle school program as we strive to best meet both the needs of students and achieve District goals.

PROPOSAL

The Middle School Program Proposal addresses the five priorities identified and discussed at the November, December and January School Board Study Sessions. These priorities include: 1) creating a more flexible master schedule, 2) differentiated academic support, 3) dedicated social and emotional learning time, 4) the evaluation and expansion of exploratory and elective options emphasizing student choice, and 5) opportunities for teacher professional learning and collaboration. This proposal addresses these five priorities in two phases.

Phase I:

- Implement a modified block master schedule to provide greater flexibility.
- Integrate all Immersion courses into the regular daily schedule, untethering them from advisory.
- Restructure Academic Support options to include integrated intervention and extension, along with flexible support.
- Create dedicated Social and Emotional Learning time for all students.

Phase II:

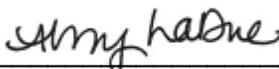
- Evaluate and expand Exploratory and Elective options that emphasize student choice.

Both phases will include essential teacher professional learning, curriculum development and enhanced opportunities for collaboration. The priorities will focus on design and development of new courses and revisions to existing curriculum. These elements will shape the implementation of the initial phase and the design of the next iteration of courses.

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board approve the middle school program proposal for further development and implementation beginning as soon as the 2024-25 school year.

Submitted by: _____



Amy LaDue, Associate Superintendent

Concurrence: _____



David Law, Superintendent

APPROVAL

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

Board Agenda Item IX.

Title: Approval of Enrollment Cap

Date: February 1, 2024

EXECUTIVE SUMMARY:

On an annual basis, the School Board approves the target enrollment cap for each school and the district. This year, the School Board is considering an enrollment cap that reflects an increase of 150 students from 11,100 in-person K-12 students to 11,250. The School Board has discussed this potential increase at the December 7th School Board meeting and again on January 19th at the School Board study session. This item is on the agenda for Board approval.

RECOMMENDATION/FUTURE DIRECTION:

That the Board approve the enrollment target of 11,250 in-person K-12 students, including the limits for each school site and grade level as shown on the attached document.

Submitted by: _____



David Law, Superintendent

Student Enrollment Limits for 2024-2025

The School Board K-12 enrollment target is set at 11,250 in-person students. This will be the target enrollment, excluding Tonka Online students, for the 2024-2025 school year. The School Board needs to approve these limits on an annual basis according to Minnesota Statute 124D.03, Enrollment Options.

The enrollment limits of individual schools are set below. The overall total of these enrollment limits of individual schools in the District is 11,250. The school limits are as follows:

Clear Springs	862
Deephaven	681
Excelsior	755
Groveland	911
Minnewashta	908
Scenic Heights	933
Minnetonka Middle School East	1,310
Minnetonka Middle School West	1,310
Minnetonka High School	3,580

It will also be necessary to limit the size of individual grades within the District in order to keep overall enrollment at or below 11,250. Since students apply for Open Enrollment by grade within the District, by law, the limits on grade enrollment are stated irrespective of school limits per grade. As grades get close to the limit for each respective grade, the other grades will need to be adjusted downward to assure the overall enrollment limit is not exceeded. The limits for individual grades are as follows:

Kindergarten	850
First Grade	850
Second Grade	820
Third Grade	820
Fourth Grade	840
Fifth Grade	870
Sixth Grade	900
Seventh Grade	845
Eighth Grade	875
Ninth Grade	910
Tenth Grade	900
Eleventh Grade	880
Twelfth Grade	890

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

Board Agenda Item X.

Title: Approval of Apple iPad Lease Purchase

Date: February 1, 2024

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 8,100 iPads and associated equipment such as covers and Apple Pencils on the same three-year lease purchase rotation, and will be purchasing 200 Apple MacBook laptops at a total cost of \$2,770,595. The cost of the iPads will be \$2,570,595, or \$317.36 per unit (lower than the 2021 cost of \$335.98 per unit), and the MacBooks will be \$1,000 per unit. Apple is offering these units to the District at 0.00% interest. The District is purchasing the units using State Contract pricing.

Principal payments will be made from the Capital Projects (Technology) Fund as follows:

04/05/2024	\$100,000.00
07/08/2024	\$823,531.67
07/08/2025	\$923,531.67
07/08/2026	\$923,531.67

Later this early fall after they have been collected and catalogued, the District will be selling approximately 8,000 “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 \$125 per unit, so it is a conservative estimate to assume that these iPads could also bring in revenue of \$125 or more each. Any sale proceeds will be deposited back into the Capital Projects Fund.

ATTACHMENTS

Master Lease Purchase Agreement
Exhibit 1 Equipment Information
Exhibits D-E-G
Certificate of Property Insurance
Schedule 8038-G

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board of Minnetonka Independent School District 276 approve the lease purchase of 8,100 iPads and support equipment in the amount of \$2,770,595, 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 2025 School Year on September 3, 2024.

RECOMMENDED MOTION

BE IT RESOLVED, that the School Board of Minnetonka Independent School District 276 does hereby approve the lease purchase of 8,100 iPads and support equipment and 200 MacBook Air laptops in the amount of \$2,770,595 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 D, E and 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 2025 School Year on September 3, 2024.

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

Submitted by: 
Michael Dronen, Executive Director of Technology

Concurrence: 
David Law, Superintendent

CERTIFICATION OF MINUTES RELATING TO
Apple iPad and MacBook Laptop Lease Purchase

Issuer: Independent School District No. 276 (Minnetonka), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held February 1, 2024, at 7:00 p.m., at the School District offices or by electronic means as permitted by and in accordance with applicable laws.

Members present:

Members absent:

Documents Attached:

Minutes of said meeting (including):

Motion To Lease Purchase Apple iPads and MacBook Pro Laptops

I, the undersigned, being the duly qualified and acting recording officer of the public school district issuing the certificates referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of said political subdivision in my legal custody, from which they have been transcribed; that said documents are a correct and complete transcript of the minutes of a meeting of the governing body of said political subdivision, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at said meeting, so far as they relate to said certificates; and that said meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer this 1st day of February, 2024.

Deputy Clerk

Member _____ introduced the following resolution and moved its adoption, which motion was seconded by Member _____:

BE IT RESOLVED, that the School Board of Minnetonka Independent School District 276 does hereby approve the lease purchase of 8,100 iPads and support equipment and 200 MacBook Air laptops in the amount of \$2,770,595 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 D, E and 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 2025 School Year on September 5, 2024.

Upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.



Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of July 1, 2018 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Independent School District No. 276 ("Lessee").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

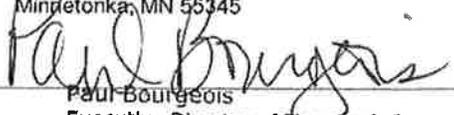
25. NOTICES. All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

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

LESSOR: APPLE INC.

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

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

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

ELECTRONIC SIGNATURE ADDENDUM

MASTER LEASE PURCHASE AGREEMENT DATED AS OF July 1 2018

RECITALS

WHEREAS, Lessee and Lessor desire accept electronic signatures for the purposes of executing and delivering Leases under the Master Lease;

NOW THEREFORE,

1. **Definitions.** Each capitalized term used, but not defined, herein shall have the same meaning as when such term is used in the Master Lease. As used in this Addendum, "Master Lease" shall mean the Master Lease Purchase Agreement between Lessee and Lessor, as described above.

2. **Electronic Signatures.** "Electronic Signature" means any electronic symbol or process attached to or logically associated with a document sent by electronic transmission and executed and adopted by a party with the intent to sign such record, including electronic stamps, facsimile or e-mail electronic signatures. Lessee and Lessor acknowledge that any such Electronic Signatures will be applied by the duly authorized representative of the respective party with the intent to sign, authenticate and accept the Documents on behalf of such party. The parties agree that the transmission from one party to the other of a Document containing such parties Electronic Signature shall constitute evidence of its intent to sign such record. "Document" means the Master Lease, a Schedule, Exhibit, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document").

Notwithstanding anything to the contrary in this Master Lease, Lessee and Lessor both intend that Documents containing the Electronic Signature of the Lessee and/or Lessor or when manually countersigned or attached to Lessor's original signature counterpart and/or in Lessor's possession shall constitute the sole original authenticated Document for all purposes (including without limitation the perfection of security interests and admissibility of evidence).

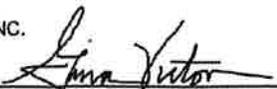
3. **Effective Date.** This Addendum is executed to be effective as of July 5 2023.

4. **Ratification of Master Lease.** All other terms and conditions of the Master Lease not expressly modified hereby remain in full force and effect and are hereby ratified by the parties.

IN WITNESS WHEREOF, Lessee and Lessor have each caused this Addendum to be duly executed and delivered as of July 5 2023.

LESSOR:

APPLE INC.

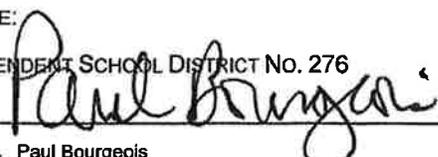
By: 

Name: Gina Victor

Title: AIF for Apple Inc.

LESSEE:

INDEPENDENT SCHOOL DISTRICT NO. 276

By: 

Name: Paul Bourgeois

Title: Executive Director of Finance & Operations

EXHIBIT A

Schedule No. 5 Dated April 5 2024 to Master Lease Purchase Agreement Dated July 1 2018

This Schedule No. 5 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated July 1 2018 ("Master Lease"), and is effective as of April 5 2024. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

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

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

EQUIPMENT INFORMATION	
Computer Hardware--See attached Exhibit 1.	

LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	4/5/2024					\$2,770,595.00
1	4/5/2024	\$100,000.00	\$0.00	\$100,000.00		\$2,670,595.00
2	7/8/2024	\$823,531.67	\$0.00	\$823,531.67	\$1,884,004.60	\$1,847,063.33
3	7/8/2025	\$923,531.67	\$0.00	\$923,531.67	\$942,002.29	\$923,531.66
4	7/8/2026	\$923,531.66	\$0.00	\$923,531.66	\$0.00	\$0.00

Lessee acknowledges that the discounted purchase price for the Lease is \$2,709,796.81 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.7989% 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: April 5 2024

LESSOR: **APPLE INC.**

SIGNATURE: X _____

NAME / TITLE: X _____

DATE: X _____

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

SIGNATURE: X Paul Bourgeois

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

DATE: X 01/18/2024

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 5
 under Master Lease Purchase Agreement dated July 1 2018

#	Product Description	Qty
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1	10.2-inch iPad Wi-Fi 64GB - Space Gray (Packaged in a 10-pack) Part Number MK2Y3LL/A	8,100
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2	STM Dux Plus Duo for 10.2-inch iPad (7th, 8th, and 9th generation) with built-in holder for Apple Pencil - Blue - Special 10-pack pricing (includes quantity 10 HNZ92ZM/A) Part Number BQBA2LL/A	810
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STM Dux Plus Duo for 10.2-inch iPad (7th, 8th, and 9th generation) with built-in holder for Apple Pencil - Blue
 Part Number: HNZ92ZM/A
 Quantity: 8,100

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 5
 under Master Lease Purchase Agreement dated July 1 2018

(Continued from the previous page)

3	13-inch MacBook Air: Apple M2 chip with 8-core CPU and 8-core GPU, 256GB - Space Gray (Packaged in a 5- pack)	200
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Part Number MLY73LL/A

Configuration:

- 065-CCJT Apple M2 chip with 8-core CPU, 8-core GPU, 16-core Neural Engine
- 065-CCJW 8GB unified memory

- 065-CCJY 256GB SSD storage
- 065-CD7F 30W USB-C Power Adapter

- 065-CCLY 1080p FaceTime HD camera
- 065-CCM0 Two Thunderbolt / USB 4 ports

- 065-CCM1 MagSafe 3 charging port
- 065-CCM2 13.6-inch Liquid Retina display with True Tone

- 065-CD5W None
- 065-CD09 Backlit Magic Keyboard with Touch ID - US English

- 065-CD0T Accessory Kit

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4	3-Year AppleCare+ for Schools 13-inch MacBook Air (M2) (no service fees)	200
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Part Number SEY02LL/A

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

EXHIBIT D

BANK QUALIFIED DESIGNATION

Schedule No. 5 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 April 5 2024 calendar year will not exceed \$10,000,000.]

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

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

LESSEE: Independent School District No. 276
Signature: X Paul Bourgeois
Printed Name/Title: X Paul Bourgeois
Executive Director of Finance & Operations
Date: X 01/18/2024

EXHIBIT E

LEASE PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Purchase Agreement dated July 1 2018 (the "Master Lease"), Schedule No. 5, between Apple Inc. (the "Lessor") and Independent School District No. 276 (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

LESSEE NAME: MINNETONKA INDEPENDENT SCHOOL DISTRICT 276

TAX ID#: 41-6001402

INVOICE MAILING ADDRESS: 5621 COUNEY ROAD/01 MINNETONKA MN 55345

Mail invoices to the attention of: PAUL BOURGEOIS
Phone: 952 401-5000
Fax: 952 401-5032
Email: paul.bourgeois@minnetonka.schools.org

Approval of Invoices required by: PAUL BOURGEOIS
Phone: 952 401-5000
Fax: 952 401-5032
Email: paul.bourgeois@minnetonka.schools.org

Accounts Payable Contact: ELIZABETH LABOUCHERE
Phone: 952 401-5028
Fax: 952 401-5032
Email: elizabeth.labouchere@minnetonka.schools.org

Processing time for Invoices: 10 DAYS Approval: 10 DAYS ~~Weeks~~: 10 DAYS

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

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

LESSEE: Independent School District No. 276 -
SIGNATURE: X Paul Bourgeois
NAME / TITLE: X Executive Director of Finance & Operations
DATE: X 01/18/2024

EXHIBIT G

INCUMBENCY CERTIFICATE

Schedule No. 5 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 DAVID LAW, SUPERINTENDENT
Date: X 01/18/2024

(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.)



CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)
1/19/2024

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.

PRODUCER Arthur J. Gallagher Risk Management Services, Inc. 2850 Golf Road Rolling Meadows IL 60008	CONTACT NAME: Katie Navin
	PHONE (A/C, No, Ext): 630-228-6665 FAX (A/C, No): 630-285-4062 E-MAIL ADDRESS: katie_navin@ajg.com PRODUCER CUSTOMER ID: ALLIFOR-13
INSURED Alliance for Liability and Property Services Minnetonka Public Schools #276 5621 County Road 101 Minnetonka MN 55345	INSURER(S) AFFORDING COVERAGE NAIC #
	INSURER A : Underwriters at Lloyd's London 15792
	INSURER B :
	INSURER C :
	INSURER D :
	INSURER E :

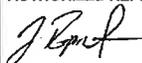
COVERAGES **CERTIFICATE NUMBER:** 694371740 **REVISION NUMBER:**

LOCATION OF PREMISES / DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS	
A	<input checked="" type="checkbox"/> PROPERTY	PK1039323	7/1/2023	7/1/2024	BUILDING	\$	
	CAUSES OF LOSS				DEDUCTIBLES	PERSONAL PROPERTY	\$
	BASIC				BUILDING	<input checked="" type="checkbox"/> BUSINESS INCOME	\$ Included
	BROAD				\$50,000	<input checked="" type="checkbox"/> EXTRA EXPENSE	\$ Included
	<input checked="" type="checkbox"/> SPECIAL				CONTENTS	<input checked="" type="checkbox"/> RENTAL VALUE	\$ Included
	EARTHQUAKE				\$50,000	BLANKET BUILDING	\$
	WIND					BLANKET PERS PROP	\$
	FLOOD					<input checked="" type="checkbox"/> BLANKET BLDG & PP	\$ 750,000
	<input checked="" type="checkbox"/> RC						\$
	<input checked="" type="checkbox"/> PoolSIR				\$250,000		\$
	INLAND MARINE	TYPE OF POLICY			\$		
	CAUSES OF LOSS	POLICY NUMBER			\$		
	NAMED PERILS				\$		
	CRIME				\$		
	TYPE OF POLICY				\$		
	BOILER & MACHINERY / EQUIPMENT BREAKDOWN				\$		
					\$		

SPECIAL CONDITIONS / OTHER COVERAGES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Apple Inc. and its assigns 8377 East Hartford Drive Suite 115 Scottsdale AZ 85255	CANCELLATION 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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Form **8038-G**

Information Return for Tax-Exempt Governmental Bonds

(Rev. October 2021)

Under Internal Revenue Code section 149(e)

See separate instructions.

OMB No. 1545-0047

Department of the Treasury
Internal Revenue Service

Caution: If the issue price is under \$100,000, use Form 8038-GC.

Go to www.irs.gov/F8038G for instructions and the latest information.

Part I Reporting Authority Check box if Amended Return

1 Issuer's name Independent School District No. 276		2 Issuer's employer identification number (EIN) 41-6001402
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 5621 County Road 101	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Minnetonka, MN, 55345		7 Date of issue April 5, 2024
8 Name of issue Schedule No. 5 dated 4/5/2024 to Master Lease Purchase Agreement dated 7/1/2018		9 CUSIP number
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information		10b Telephone number of officer or other employee shown on 10a

Part II Type of Issue (Enter the issue price.) See the instructions and attach schedule.

11 Education	11	\$2,709,796.81
12 Health and hospital	12	
13 Transportation	13	
14 Public safety	14	
15 Environment (including sewage bonds)	15	
16 Housing	16	
17 Utilities	17	
18 Other. Describe ▶	18	
19a If bonds are TANs or RANs, check only box 19a	<input type="checkbox"/>	
b If bonds are BANs, check only box 19b	<input type="checkbox"/>	
20 If bonds are in the form of a lease or installment sale, check box	<input checked="" type="checkbox"/>	

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.

	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	07/08/2026	\$ 2,709,796.81	\$ n/a	2.3 years	1.7989 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) n/a

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

Part V Description of Refunded Bonds. Complete this part only for refunding bonds. n/a

31 Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded	▶	_____ years
32 Enter the remaining weighted average maturity of the taxable bonds to be refunded	▶	_____ years
33 Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY)	▶	_____
34 Enter the date(s) the refunded bonds were issued ▶ (MM/DD/YYYY)		_____

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

Board Agenda Item XI.

**Title: Acceptance of Bid for Water Supply System Replacement February 1, 2024
At Minnetonka Middle School East**

EXECUTIVE SUMMARY:

As part of the rolling Long Term Facility Maintenance 10 Year Plan, replacement of the original 1964 MME heat exchanger and condensate tank for hot water has been scheduled for future years. Also, the replacement of the original 2008 ultraviolet light filter system for the Aquatics Center Pool has been scheduled for future years. However, good bid results on other projects for summer 2024 makes it possible for these projects to be moved up and undertaken in 2024. The MME heat exchanger and condensate tank will be replaced by energy-efficient gas-fired water heaters (very large for a school) as well as a new recirculation pump, condensate tank and water softeners. In the pool area, the original 2008 ultraviolet light filters that were reaching the end of their service life will be replaced with new ultraviolet light filters with double the capacity, which will add redundancy to the system.

The budget estimate for the project is \$700,000. Bids were opened at 2:00 PM on Tuesday, January 16, 2024. Three (3) bids were received for the project as follows:

Northland Mechanical Contractors	\$612,200.00
Uhl Company	\$651,000.00
Peterson Sheet Metal	Non-Spec Bid

RECOMMENDATION/FUTURE DIRECTION:

It is recommended that the School Board accept the low bid of Northland Mechanical Contractors in the amount of \$612,200.00 for replacement of water supply system components at Minnetonka Middle School East in summer 2024.

RECOMMENDED MOTION

BE IT RESOLVED that the School Board of Minnetonka Independent School District 276 does hereby accept the low bid of Northland Mechanical Contractors in the amount of \$612,200.00 for replacement of water supply system components at Minnetonka Middle School East in summer 2024.

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

Concurrence: David Law
David Law, Superintendent

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

Board Agenda Item XII.

Title: Resolution Pertaining to Consent Agenda

Date: February 1, 2024

OVERVIEW:

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

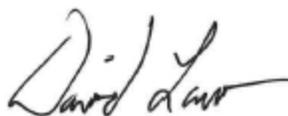
The following are the recommendations included within the Consent Agenda for February 1, 2024:

- a. Minutes of January 4 Regular Meeting and Closed Session; and Closed Sessions of January 18, 2024
- b. Study Session Summary of January 18, 2024
- c. Payment of Bills
- d. Recommended Personnel Items
- e. Gifts and Donations
- f. Electronic Fund Transfers
- g. American Indian Parent Committee Resolution
- h. Pay Equity Report
- i. Out of State Student Travel Forms

RECOMMENDATION/FUTURE DIRECTION:

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

Submitted by: _____



David Law, Superintendent

CONSENT

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

Board Agenda Item XII. a

Title: Meeting Minutes

Date: February 1, 2024

OVERVIEW:

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

1. January 4 regular meeting
2. January 4 closed session
3. January 18 closed session (1)
4. January 18 closed session (2)

RECOMMENDATION/FUTURE DIRECTION:

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

Submitted by: _____



Carrie Voeltz, Executive Assistant
to the Superintendent and School Board

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

Minutes of January 4, 2024 Regular Board Meeting

The School Board of Minnetonka Independent School District #276 met in regular session at 7:00 p.m. on Thursday, January 4, 2024 in the Community Room at the District Service Center, 5621 County Road 101, Minnetonka, Minnesota. Chairperson Meghan Selinger presided. Other Board members present were: Sally Browne, Kemerie Foss, Patrick Lee-O'Halloran, Dan Olson, Mike Remucal, and Superintendent David Law, ex officio. Absent: Chris Vitale. The meeting was also livestreamed on the District's YouTube channel.

Prior to the meeting, the Board recognized, via a video, recipients of the Hennepin Theatre Trust Spotlight Awards for the Minnetonka Theatre production of Cabaret; Bowling State Qualifiers; and 2022-23 AP Scholars.

Also prior to the meeting, Superintendent Law administered the Oath of Office to re-elected Board member Mike Remucal, and newly elected Board members Sally Browne, Kemerie Foss, and Dan Olson.

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

1. **AGENDA**

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

2. **ELECTION OF OFFICERS**

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

Chairperson

Remucal moved, Olson seconded, that Meghan Selinger's name be placed in nomination to be Chairperson of the Minnetonka School Board for 2024. Upon vote being taken thereon, the motion carried unanimously.

Vice Chairperson

Olson moved, Browne seconded, that Patrick Lee-O'Halloran's name be placed in nomination to be Vice Chairperson of the Minnetonka School Board for 2024. Upon vote being taken thereon, the motion carried unanimously.

Treasurer

Remucal moved, Lee-O'Halloran seconded, that Dan Olson's name be placed in nomination to serve as Treasurer of the Minnetonka School Board for 2024. Upon vote being taken thereon, the motion carried unanimously.

Clerk

Lee-O'Halloran moved, Remucal seconded, that Chris Vitale's name be placed in nomination to serve as Clerk of the Minnetonka School Board for 2024. Upon vote being taken thereon, the motion carried unanimously.

Deputy Clerk and Deputy Treasurer

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

3. **SCHOOL REPORT: MME**

MME Principal Pete Dymit and Language Arts teacher Patti McConeghey presented on the Lighthouse program at MME. Lighthouse is a short- to medium-term educational option for students who are coming back from a long absence, have had ongoing attendance difficulty or are experiencing school-related anxiety.

Board members thanked Ms. McConeghey for her work on the program and said it was wonderful to see that this type of program is being offered. Vice Chair Lee-O'Halloran asked whether this program is well-accepted by students and teachers. Ms. McConeghey said students have grown to understand what the program is and what it's for and that teachers have been tremendously supportive. Currently there are 14 students in the program, which is roughly 1% of MME's student population.

4. **COMMUNITY COMMENTS**

Chairperson Selinger noted that this opportunity for comment was available to community members who wished to address the Board on any item on that

night's agenda. She also read the guidelines for Community Comments, for the benefit of those who wished to speak.

Minnnetonka teacher Nick Bahr read the following prepared statement:

My name is Nick Bahr - I am here to speak on the agenda item of reviewing the 24-25 school board goals, specifically the action step of Expanding Student Opportunities in the Excellence In Student Learning and Support Goal. I currently teach computer science at the high school, and have been with the district for the past 15 years teaching both Tech Ed and Computer Science courses at the high school and middle school levels. I am a son and brother of educators. It's something that I absolutely love and until recently, there's no other job I could imagine myself doing. During my 15 years with the district I have taught 38 different courses. That averages out to 2 new courses a year for me. I have also been involved in the creation of dozens of new courses for middle school, high school, Tonka Online, VANTAGE, and MOMENTUM programs. I have been instrumental in the creation of our Computer Science offerings at the high school level, where we now have over a dozen different options, including a CIS course that only three other schools in the state of MN offer. I am not sharing this information as some form of a humble brag as the youth would say, but to help you gain a better understanding of my perspective when it comes to new course and program creation.

The work that goes into the ideation and creation of these courses is no small feat to accomplish and it takes countless hours of research and work to make it happen. We of course are paid for the curriculum writing aspect for these courses. But the number of hours we are paid for never comes close to covering the number of hours that we actually take to create, modify, and refine these new courses. Additionally, we are not provided any sort of compensation for the initial planning and creation of the courses.

Why do we do all this work that goes unpaid? Because we are teachers! Because we want our students to have these opportunities and thrive! I and my fellow colleagues take great pride in the fact that we have so many offerings and resources available to our students. It is clear that the district too is proud of all the great opportunities our students have. We see it through communications in person, online, and distributed to our local community. We often hear from district leadership how students want to come to our district because of our offerings. Yet these programs would still be ideas or shells of courses if it weren't for the hard work, dedication, and passion the Minnetonka teachers bring to them. I ask that if our district is truly proud of the programs and offerings our students have, then they should acknowledge the hard work that goes into them by providing a fair financial compensation for the educators who are responsible for the

creation and implementation of these new opportunities - Minnetonka Teachers.

Chairperson Selinger thanked Mr. Bahr for his comments.

5. **ORGANIZATION OF THE SCHOOL BOARD**

Chairperson Selinger said the following agenda items covered the annual organizational duties of the Board.

Day, Time and Place of Board Meetings:

Remucal moved, Olson seconded, that the School Board meetings be held at 7:00 p.m. in the Community Room at 5621 County Road 101, Minnetonka, Minnesota on the following dates during 2024:

Thursday, January 4, 2024	Thursday, August 1, 2024
Thursday, February 1, 2024	Thursday, September 5, 2024
Thursday, March 7, 2024	Thursday, October 3, 2024
Thursday, April 11, 2024	Thursday, November 7, 2024
Thursday, May 2, 2024	Thursday, December 5, 2024
Thursday, May 30, 2024	

Upon vote being taken thereon, the motion carried unanimously.

Day, Time and Place of Study Sessions

Remucal moved, Lee-O'Halloran seconded, that Study Sessions be held at 6:00 p.m. in the Community Room at 5621 County Road 101, Minnetonka, Minnesota on the following dates during 2024:

Thursday, January 18, 2024	Thursday, August 22, 2024
Thursday, February 22, 2024	Thursday, September 26, 2024
Thursday, March 21, 2024	Thursday, October 24, 2024
Thursday, April 18, 2024	Thursday, November 21, 2024
Thursday, May 23, 2024	Thursday, December 19, 2024
Thursday, June 13, 2024	

Upon vote being taken thereon, the motion carried unanimously.

Setting of Salaries:

Remucal moved, Browne seconded, that the School Board establish salaries for each School Board position as follows:

- An annual salary of \$375.00 per month in 2024 for each Board Member.

- An additional annual salary of \$1500.00 in 2024 for the Chairperson.
- An additional annual salary of \$750.00 in 2024 for the Vice-Chairperson.
- No extra amount in 2024 for the Clerk.
- No extra amount in 2024 for the Treasurer.
- A stipend of \$50.00 per meeting in 2024 for up to four standing committee meetings per month.

Upon vote being taken thereon, the motion carried unanimously.

Designation of Depositories:

Olson moved, Foss seconded, that the School Board adopt the following resolution:

It is recommended that:

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

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

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

1. _____, Clerk
2. _____, Chairperson

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

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

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

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

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

Upon vote being taken thereon, the motion carried unanimously.

Official Newspaper:

Browne moved, Remucal seconded, that the School Board authorize the *Sun-Sailor* as the official newspaper for 2024 for legal publications such as the Clerk's Minutes of Proceedings, the Policy Statement on Free and Reduced School Lunch Program and Bids for District Purposes, and that the School Board authorize the use of the District website as an alternative means of dissemination for District bids, quotes, and requests for proposals as authorized under

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

Official Radio Station:

Foss moved, Remucal seconded, that the School Board designate radio station WCCO-AM as the official station during 2024 for emergency school announcements, such as the closing of school due to inclement weather. Upon vote being taken thereon, the motion carried unanimously.

Appointment of Auditor:

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

Setting of Superintendent Evaluation Dates:

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

- Thursday, February 22 at 4:30 p.m. – mid-year evaluation on performance and progress on goals
- Thursday, June 13 at 4:00 p.m. – self-evaluation report with the Superintendent and Board
- Monday, June 17 at 6:00 p.m. – Board development of its evaluation of the Superintendent
- Thursday, June 20 at 6:00 p.m. – Board review of the evaluation with the Superintendent

Upon vote being taken thereon, the motion carried unanimously.

Mileage Allowance:

Olson moved, Lee-O'Halloran seconded, that the School Board authorize the IRS-approved rate of 67 cents per mile for 2024 for personal automobile usage for school business purposes when an employee or School Board member is not thereby covered under a formally negotiated agreement. Upon vote being taken thereon, the motion carried unanimously.

Approval of School Board Representative to Intermediate District 287 Board

Lee-O'Halloran moved, Browne seconded, that the School Board appoint Michael Remucal as its representative to the Intermediate District 287 Board for a term of

two years, commencing in January of 2024. Upon vote being taken thereon, the motion carried unanimously.

Committee Assignments:

Browne moved, Foss seconded, that the School Board approve the following representatives for 2024 to District committees:

Committee	2024 Representatives
AMSD (Association of Metropolitan School Districts)	Patrick Lee-O'Halloran
MTA Liaisons	Chair and Vice Chair
Finance Advisory Committee	Dan Olson
Materials Review Committee	Chris Vitale
Teaching and Learning Advisory	Meghan Selinger
Minnetonka Foundation	Kemerie Foss
PTO/PTA Leaders	Sally Browne
Special Education Advisory	Sally Browne
Tonka CARES	Mike Remucal
Mental Health Advisory	Mike Remucal
CASE	Patrick Lee-O'Halloran and Sally Browne
Community Education Advisory	Kemerie Foss
Preschool and ECFE Advisory	Chris Vitale
OPEB Advisory	Dan Olson
Intermediate District 287 Board	Mike Remucal

Upon vote being taken thereon, the motion carried unanimously.

6. REVIEW OF LONG-TERM FINANCIAL STABILITY/POSSIBLE ENROLLMENT INCREASE

Executive Director of Finance and Operations Paul Bourgeois provided background on the District's financial picture, showing how the District has worked hard to build strong programs, support its teachers and staff and provide outstanding opportunities for students. The District has not had cuts in the past 17 years, which is unprecedented in our state. Mr. Bourgeois presented options for the School Board to consider that would help the District to remain financially strong and stable, going forward, including raising the in-person enrollment cap by 130 students going forward. This would amount to 10 additional students per grade level in the district. The report was presented to the Board for information only at this time. The Board will study this information and will consider options at subsequent meetings.

Board member Lee-O'Halloran asked how the District would manage additional enrollment, if the Board decides to lift the enrollment cap. Superintendent Law said we would prioritize spots across the District where there are lower than average class sizes and that we would work to maintain target class sizes. Board member Olson asked for clarifications on Mr. Bourgeois' current projections, noting that they assume a 4% increase in salaries and wages, but future deficits could be better or worse, depending on how negotiations conclude with the MTA. Mr. Bourgeois confirmed that this was the case. Chairperson Selinger thanked Mr. Bourgeois for the presentation.

7. REVIEW OF SCHOOL BOARD GOALS

The School Board met in November to review its current goals and to discuss changes and additions to consider for the 2024-25 school year goals. Parents and teachers were surveyed this fall on the current goals, for their input and suggestions. The survey summary was presented to the Board at its November planning meeting.

Executive Director of Communications JacQui Getty presented the 2024-25 School Board Goals to the Board and the public as currently drafted. Board member Lee-O'Halloran asked whether the district will be soliciting information from the public regarding the drafted goals. Superintendent Law and Dr. Getty shared that the goals are in draft form, have been shared publicly (at this meeting, in the School Board News email, and on the district website as a component of the meeting agenda) and that the Board will have the opportunity to consider any community input it receives regarding the draft goals. The Board will have a meeting later this spring to finalize the goals for 2024-25.

Chairperson Selinger said the Board took the survey results into consideration when drafting the goals and worked to make the goals more readable and useful to the public, as that was something that came up in the survey results.

8. CONSENT AGENDA

Remucal moved, Lee-O'Halloran seconded, that the School Board approve the following recommendations included within the following Consent Agenda items:

- Minutes of December 7 Regular Meeting and Closed Session
- Study Session Summary of December 14, 2023
- Payment of Bills – in the sum of \$9,215,075.12
- Recommended Personnel Items
- Gifts and Donations for December 2023: \$220.00 from the Blackbaud Giving Fund to be placed in the MHS Principal Discretionary Fund. \$5.60 from the Blackbaud Giving Fund to be placed in the MMW Principal Discretionary Fund. \$443.28 from the Clear Springs Elementary PTO to be placed in the Clear Springs Elementary School Enrichment Fund. \$1,845.95 from the Clear Springs Elementary PTO to be placed in the Clear Springs Elementary School Classroom Fund. \$3.63 from Kurt Hoddinot, \$48.83 from Anonymous, and \$160.00 from Benjamin Clark; all to be placed in the Scenic Heights Elementary School Principal Discretionary Fund. \$100.00 from the Blackbaud Giving Fund to be placed in the Clear Springs Elementary School Principal Discretionary Fund. \$65.00 from Ann Lien to be placed in the Minnetonka Public Schools General Fund. \$19.42 from Kristen Isbell to be placed in the Minnewashta Elementary School Principal Discretionary Fund. \$120.00 from the Blackbaud Giving Fund to be placed in the MHS Robotics Team Fund. \$1,500.00 from the Gene Haas Foundation to be placed in the Minnetonka Community Education First Lego League/Youth Enrichment/Robotics Fund. \$500.00 from Dr. Timothy and Nancy Fargo to be placed in the MHS Theatre Department Fund. \$33.32 from FedEx Corporation and \$28.60 from the Blackbaud Giving Fund, both to be placed in the Groveland Elementary School Principal Discretionary Fund. \$5,824.00 from the Deephaven Elementary PTA to be placed in the Deephaven Elementary School Birthday Books Fund. \$91,107.00 from the Deephaven Elementary PTA to be placed in the Deephaven Elementary School Teacher Grants Fund. A 2003 Honda Odyssey from Cathy Schulenberg to be placed in the MHS Momentum Program. \$4,030.25 from the Minnetonka Volleyball Booster Club to be placed in the MHS Volleyball Fund for Assistant Coaches pay. \$5,252.32 from the MME PTA to be placed in the MME Classroom Fund. \$21,449.06 from the Anchor Club to be placed in the Minnetonka Aquatics Program Fund. \$70.00 from Charities Aid Foundation America to be placed in the Deephaven Elementary School Principal Discretionary Fund. \$250.00 from the Minnetonka Skippers Booster Club for the Robotics Club. \$250.00 from the Minnetonka Skippers Booster Club for the Human Rights & Relations Club. \$833.49 from the Scenic Heights PTA to be placed in the Scenic

Heights Elementary School Fifth Grade Field Trip Fund. Total Gifts and Donations thus far for 2023-24: \$447,555.59.

- Electronic Fund Transfers

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

9. **BOARD REPORTS**

Board member Lee-O'Halloran commented on the CASE legislative advocacy committee. He said the committee is reinvigorated and more people are getting involved. Another meeting is coming up on January 16 at 7:00 p.m. here at the District Service Center where those in attendance will have the opportunity to speak to our elected officials. He suggested if you are interested in getting involved and helping district parents to advocate for more school funding support from the state, you can reach out to him directly or to Carrie Voeltz, the executive assistant to the Superintendent.

Chairperson Selinger shared that on January 27th the Minnetonka Community Education Center is hosting a preschool and ECFE open house from 9:30-11:30. Registration for those programs opens Feb 1.

10. **SUPERINTENDENT'S REPORT**

Superintendent Law reminded the viewing public that the Foundation's premier fundraising event, Dream Makers, is fast approaching on February 3. For more information and to purchase tickets, visit the Foundation's website.

11. **ANNOUNCEMENTS**

There were no announcements this evening.

12. **ADJOURNMENT**

Lee-O'Halloran moved, Remucal seconded, adjournment to closed session at 8:17 p.m. Upon vote being taken thereon, the motion carried unanimously.



Chris Vitale, Clerk

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

Minutes of January 4, 2024 Closed Session

The School Board of Minnetonka Independent School District #276 met in closed session at 8:24 p.m. on Thursday, January 4 in the Community Room at the District Service Center, 5621 County Road 101, Minnetonka, Minnesota. Chairperson Meghan Selinger presided. Other Board members present were: Sally Browne, Kemerie Foss, Patrick Lee-O'Halloran, Dan Olson, Mike Remucal, Chris Vitale and Superintendent David Law, ex officio.

Also present in the room were Executive Director of Human Resources Anjie Flowers, Executive Director of Finance and Operations Paul Bourgeois and Associate Superintendent for Instruction Amy LaDue.

Chairperson Selinger called the meeting to order and announced that in accordance with Minnesota Statutes 13D.03, the meeting would be closed to the public in order to discuss the status of negotiations with the MTA. Chairperson Selinger said in keeping with District Policy #205: Open and Closed Meetings, the proceedings would be recorded.

At 9:30 p.m., Vitale moved, Olson seconded, that the School Board adjourn the closed session. Upon vote being taken thereon, the motion carried unanimously.



Chris Vitale, Clerk

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

Minutes of January 18, 2024 Closed Session #1

The School Board of Minnetonka Independent School District #276 met in closed session at 8:15 p.m. on Thursday, January 18 in the Community Room at the District Service Center, 5621 County Road 101, Minnetonka, Minnesota. Chairperson Meghan Selinger presided. Other Board members present were: Sally Browne, Kemerie Foss, Patrick Lee-O'Halloran, Dan Olson, Mike Remucal, Chris Vitale and Superintendent David Law, ex officio.

Also present in the room were Assistant Superintendent for Instruction Amy LaDue, General Counsel and Executive Director of Human Resources Anjie Flowers, Executive Director of Special Education Christine Breen, and attorney Laura Tubbs Booth.

Chairperson Selinger called the meeting to order and announced that in accordance with Minnesota Statutes 13D.05, the meeting would be closed to the public in order to discuss an attorney client privileged matter relating to the MDE complaint 24-043C. Due to attorney client privilege, the proceedings would not be recorded.

At 9:12 p.m., Olson moved, Foss seconded, that the School Board adjourn the closed session. Upon vote being taken thereon, the motion carried unanimously.



Chris Vitale, Clerk

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

Minutes of January 18, 2024 Closed Session #2

The School Board of Minnetonka Independent School District #276 met in closed session at 9:14 p.m. on Thursday, January 18 in the Community Room at the District Service Center, 5621 County Road 101, Minnetonka, Minnesota. Chairperson Meghan Selinger presided. Other Board members present were: Sally Browne, Kemerie Foss, Patrick Lee-O'Halloran, Dan Olson, Mike Remucal, Chris Vitale and Superintendent David Law, ex officio.

Also present in the room were General Counsel and Executive Director of Human Resources Anjie Flowers, Executive Director of Finance and Operations Paul Bourgeois and Associate Superintendent for Instruction Amy LaDue.

Chairperson Selinger called the meeting to order and announced that in accordance with Minnesota Statutes 13D.03, the meeting would be closed to the public in order to discuss the status of negotiations with the MTA. Chairperson Selinger said in keeping with District Policy #205: Open and Closed Meetings, the proceedings would be recorded.

At 9:53 p.m., Lee-O'Halloran moved, Browne seconded, that the School Board adjourn the closed session. Upon vote being taken thereon, the motion carried unanimously.



Chris Vitale, Clerk

CONSENT

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

Board Agenda Item XII. b

Title: Study Session Summary

Date: February 1, 2024

OVERVIEW:

The summary of the proceedings of the Minnetonka School Board's January 18 Study Session is attached.

RECOMMENDATION/FUTURE DIRECTION:

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

Submitted by: _____



Carrie Voeltz, Executive Assistant
to the Superintendent and School Board

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

Summary of January 18, 2024 Study Session

The School Board of Minnetonka Independent School District #276 met in study session at 6:00 p.m. on Thursday, January 18, 2024 in the Community Room at the District Service Center, 5621 County Road 101, Minnetonka, Minnesota. Chairperson Meghan Selinger presided. Other Board members present were Sally Browne, Kemerie Foss, Patrick Lee-O'Halloran, Dan Olson, Michael Remucal, Chris Vitale and Superintendent David Law, ex officio.

REVIEW OF POLICIES

General Counsel and Executive Director of Human Resources Anjie Flowers led the discussion. She explained that the recommended changes to these policies are being driven by recent legislative action. She also gave a review of the policy revision process, for the benefit of the new board members.

- #417: Chemical Use – updates are recommended because of changes to Policy 418: Drug Free Workplace. We are focusing on consequences for violations. The new language is compliant with new disciplinary standards specific to non-exclusionary practices.
- #709: Student Transportation Safety - updates are recommended because of new requirements for pedestrian, bicycle and school bus safety training. There are different requirements at each academic level. Accommodations are also available for those students who would need them.
- #719: Food & Nutrition Services - updates are recommended because of changes to the cost of meals for students. The language reflects that students are now entitled to one free breakfast and one free lunch per day. There are also new requirements for family notification of low account balances.
- #613: Graduation Requirements – updates are recommended because of changes in graduation requirements. MHS Principal Jeff Erickson noted that the courses will be ready to go for the Fall 2024 term.

Board members agreed to the recommended changes for all. Board member Vitale noted that the District's membership in MSBA provides sample policies and policy templates. Chairperson Selinger thanked Ms. Flowers and all who had worked on these policies. She noted that they would be brought back to the February 1 regular meeting for approval.

CITIZEN INPUT

Chairperson Selinger extended an invitation to members of the audience who wished to address the Board on any topic. She also read the guidelines for Citizen Input, for the benefit of those who wished to speak.

The following individuals then addressed the Board:

- District resident Alexej Abyzov addressed the Board regarding the District's World Languages program and his desire that Russian be offered as part of the curriculum
- District employee Stephanie Brondani read the following prepared statement:

Madame Chair, Superintendent Law, Members of the School Board,

Thank you for allowing me to speak tonight. My name is Stephanie Brondani, and I have been a parent, community member, and reading intervention teacher in the district for many years. In my current role, I am a Teacher Instructional Coach, working with teachers at every level, from Kindergarten all the way through the SAIL program.

In my coaching role, I have the privilege of stepping into the classrooms of hard working, dedicated teachers and watching them do their magic with students. I also have the opportunity to meet with them multiple times during the year to learn about them and their teaching lives, as well as support them in the ways they want to grow and develop professionally. As a result of this work, I have a much broader view of what it's like to be a teacher in Minnetonka.

We are well known for being a very desirable school district due to our excellent teachers and the many outstanding offerings we provide for students. This excellence has also escalated the responsibilities and demands on teachers year after year. As proud as we are to be teachers in Minnetonka, we feel the stress of these expectations. The Board's vision document illustrates just how much is expected of us. In the document's own words one can see that:

- *Teachers must be current on the latest educational research methods*
- *Must demonstrate commitment, enthusiasm, effectiveness and professionalism*
- *Must address emotional and developmental issues of our students during the learning experience*
- *Must innovate, inspire, excel, and use our empathy, enthusiasm, patience, communication skills and classroom management to create a positive, supportive, respectful and disciplined atmosphere where academic and personal achievement can flourish*
- *Must present curriculum and facilitate learning in compelling and innovative ways that result in high levels of student engagement and*

academic achievement

- *Must connect with students and their parents and families, and compel the best from each student*

As I said, a lot is expected. In my meetings with teachers, I hear about the concerns they have for their students who are struggling with more mental health issues than ever before. I see how hard they work, and how willing they are to sacrifice their own personal time to prepare innovative lessons, and keep up with grading. Teachers routinely work beyond their contract hours, and many spend significant time doing school work on the evenings, weekends, and during breaks. They do this because they are consummate professionals and want to do the best job they can for their students. Many are exhausted, and some struggle to make ends meet financially. I'm concerned about the number of teachers who are teaching an overload schedule or have a second job because their teacher salary isn't enough to support their families. I'm concerned about the number who have indicated they are near their breaking point and may need to leave teaching. It is critical to understand that we teachers look at our compensation package, with healthcare costs continuing to rise, and a salary that is not keeping up with inflation, and we do not feel valued. It's very hard to sustain the kind of effort and energy that excellent teaching requires, that our students deserve, and that the school board envisions, when we are concerned about finances.

I respectfully request that you reconsider the amount allocated for our teacher salaries to close the gap on what we need to keep up with inflation - what we need to be able to focus our efforts on continuing to provide the excellent education we are known for in Minnetonka. Thank you.

- MHS student Tali Parker spoke regarding her concerns about weighted grade requirements, specifically the requirement that students must pass the AP Test to receive a weighted grade. She asked the Board to remove the requirement.

FURTHER DISCUSSION ON WEIGHTED GRADES

Superintendent Law noted that Minnetonka's Policy 626: Secondary Grading and Reporting Pupil Achievement, was created to "establish effective grading and reporting practices that reflect a student's academic achievement of the course standards." One of the topics covered in this policy is "Grade Weighting" defined in policy as: "the assignment of a greater value to the letter grade's numeric point value to reward a student for completing the Advanced Placement (AP) and/or International Baccalaureate (IB) course(s) and taking the national/international AP and IB assessments in the spring." This policy was modified and adopted in June of 2016 and included the following criteria for weighted grading:

"International Baccalaureate (IB) and Advanced Placement (AP) courses use different, weighted scales to differentiate between IB/AP and regular courses. All Advanced

Placement and International Baccalaureate courses shall be weighted +1.0 if the student earns a C- or higher, the courses have been determined to meet the standards of rigor established by the District, and the student successfully achieves a “3” or higher for Advanced Placement courses or a “4” on an International Baccalaureate assessment. For courses that are beyond the rigor of AP and IB, students must earn a C- or higher in the course and achieve a C- or higher on the end-of course exam to receive grade-weight status.“

At the time this policy was created, this criteria was selected with the belief that students would be more engaged in their coursework because they were expected to perform well on the AP or IB assessment. Since the policy was implemented, the majority of students enrolled in these courses have earned a weighted grade. There are concerns that some students choose not to take these rigorous courses because they are required to perform well on the AP or IB assessment in order to earn the weighted grade. There are also concerns that the policy punishes students who do not perform well on assessments.

After a first discussion at the November study session, the district conducted a survey of teachers, counselors, parents and students about this policy. Superintendent Law noted that a summary of those surveys would be presented tonight with an opportunity for School Board members to discuss this information and suggest next steps for this policy. Executive Director of Communications JacQui Getty then presented the survey results. Highlights included the following:

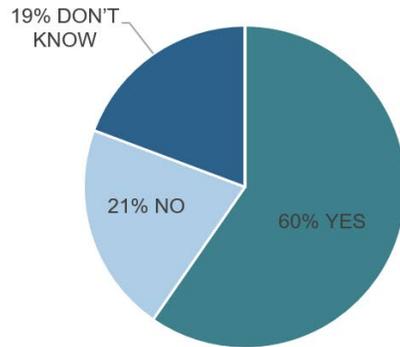
Surveys on Grade Weighting for AP/IB Courses

- » Input sought on current MHS practice for grade weighting for AP and IB courses, including national assessment and numerical score requirements
- » Survey distributed to MHS parents on December 6, 2023 and closed on December 15. **760 Parents** completed the survey
- » Survey distributed to MHS AP/IB teachers and counselors on December 6, 2023 and closed on December 15. **57 (of about 100) MHS AP/IB teachers & 7 (of 10) MHS counselors** completed the survey
- » Student survey sample distributed to MHS parents on December 10, 2023 for review. This optional survey was given to MHS students December 18-20, 2023. **865 MHS students** completed the survey
- » Survey sent to MHS' college admissions contacts. **88 colleges responded**
- » Full results of parent/student/teacher surveys were coded and shared with District leadership and with School Board. Presented January 18, 2024 at Study Session.



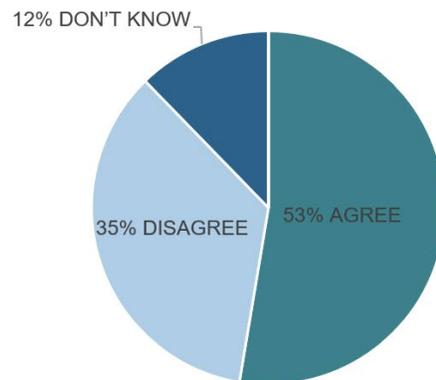
AP/IB Teacher Survey Results

Assessment Increases Focus, Effort, Engagement



AP/IB Teacher Survey Results

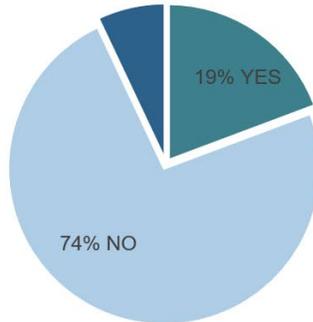
Numerical Score Indicates Student Mastery



AP/IB Teacher Survey Results

Should Assessment Requirement Be Removed

7% DON'T KNOW



74% NO

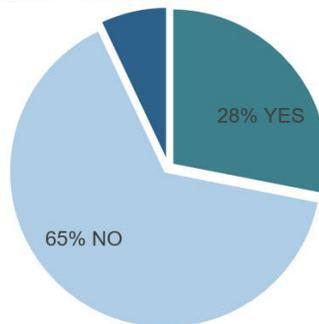
19% YES



AP/IB Teacher Survey Results

Should Minimum Score Requirement Be Removed

7% DON'T KNOW



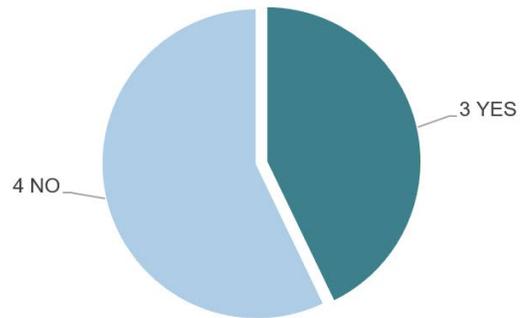
65% NO

28% YES



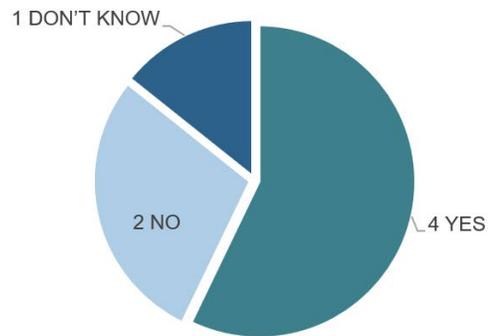
MHS Counselor Survey Results

Should Assessment Requirement Be Removed



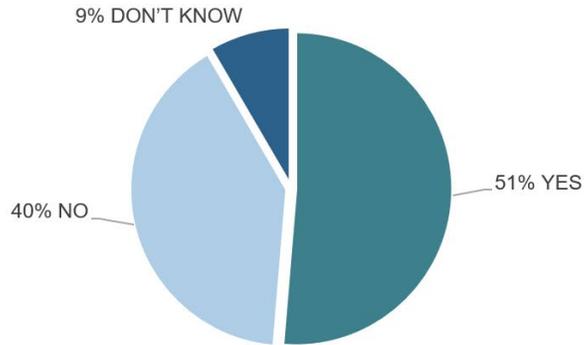
MHS Counselor Survey Results

Should Minimum Score Requirement Be Removed



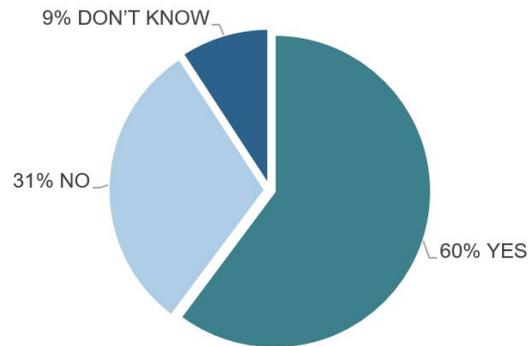
Parent Survey Results

Should Assessment Requirement Be Removed



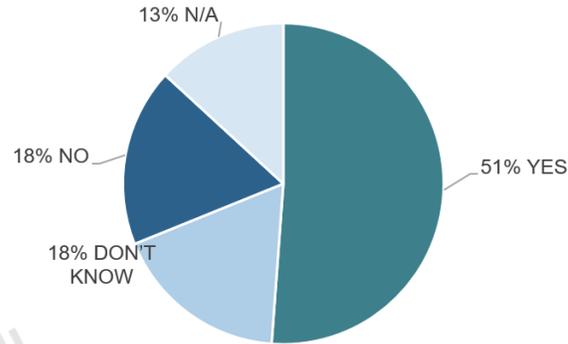
Parent Survey Results

Should Minimum Score Requirement Be Removed



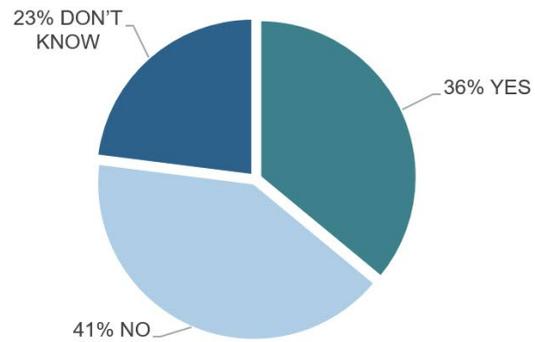
Student Survey Results

Assessment Increases Focus, Effort, Engagement



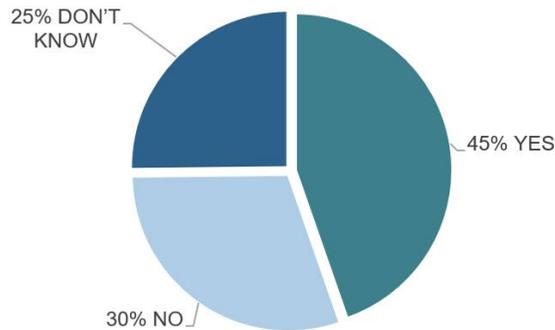
Student Survey Results

Should Assessment Requirement Be Removed



Student Survey Results

Should Minimum Score Requirement Be Removed



Additional Thoughts from Students

- » 35% Just Taking AP/IB Course Should Be Enough to Earn Weighted Grade
- » 27% Change It/Do Not Tie Grade to Assessment or Numerical Score
- » 22% Do Not Change It/Keep Things As They Are
- » 17% Keep the Assessment/Adds to Rigor of Course
- » 6% Focus on the Grade in the Course to Earn Weighted Grade
- » 5% Concern about Weighted Grades in General

136 of 865 commented



Colleges' Input on Grade Weighting for AP/IB Courses

88 responses to a question about how colleges/universities use our weighted GPAs in their review process.

Many colleges said they will look at the GPA provided by the high school and use that in the context of the high school GPA for the senior class to understand the student's standing in the class. The student's cumulative GPA, along with the classes a student has taken, and the grades received in those classes, are what many colleges focus on. The cumulative GPA gives colleges a broader understanding of the overall high school academic performance.

- » 23 stated they would use the weighted GPA listed on a student's high school transcript. Of those 23, four stated they would recalculate the GPA, and one said they would use the weighted GPA but that the rigor of the curriculum would be what they focused on
- » 34 said they would prefer to see an unweighted GPA alongside of a weighted GPA. Of those 34, 11 said they would recalculate the GPA
- » 42 said they would recalculate the GPA, and most of them said they would only use the core classes the student took in their recalculation



In the discussion that followed, Board members and Superintendent Law made the following points:

- Teachers think the testing requirement has value – parents and students are split
- The class experience and experiencing the rigor is reason enough to get the weighted grade – survey is useful information and background, but it doesn't change his opinion that we should not require a student to obtain a certain score on an AP exam – we should change the policy to remove the test requirement (Board member Lee-O'Halloran)
- Very few districts have this requirement (Supt. Law)
- We want to challenge our students as much as possible and create as few barriers as possible (Board member Olson)
- This policy was changed in 2016 with the goal of increasing student engagement – has that happened? What does that look like? (Board member Browne)
- If students are taking the assessment, you would think they would want to do well on it – if we still have them take the test, would that maintain the engagement? (Chairperson Selinger)
- Maybe we still have them take the test, but not penalize them for a low score (Chairperson Selinger)
- Many districts show weighted and unweighted grades side by side on a student transcript (Chairperson Selinger)
- Every year, there are students who don't earn a weighted grade, but they pass the AP exam with a 3 or better (Supt. Law)
- Policy language could be changed to read "student must earn an A or B in the class OR earn a 3 or better on the test to receive the weighted grade" (Supt. Law)

- Or – student needs to earn the grade in the class and at least take the test (Supt. Law)
- We need to be more clear to families that scholarships are available to cover the exam fees (Chairperson Selinger)
- We could require that all students take the test – and they either do well on the test or do well in the class (Board member Olson)
- Data is surprising – thought it would be clearer – we need to listen to the teachers on this – current requirement is adding to the excellence (Board member Vitale)

Superintendent Law recommended changing the policy to state that the student either needs to earn a good grade in the course or pass the AP exam to receive the weighted grade. He said he believed that the teachers would be supportive of this change, as it will still require much effort from the students to earn the weighted grade. Chairperson Selinger said that the students need to fully understand the benefits of taking and passing the AP exam. After further discussion, it was agreed to present the recommended policy changes to the Board at the February 1 regular meeting.

FURTHER DISCUSSION ON MIDDLE SCHOOL PROGRAM REVIEW

Associate Superintendent Amy LaDue, MME Principal Pete Dymit and MMW Principal Freya Schirmacher led the discussion. They thanked the Board for the opportunity. Dr. LaDue began by noting that the review addresses the five priorities identified and discussed at the November 16 School Board Study Session. These priorities include:

- creating a more flexible master schedule;
- differentiated academic support;
- dedicated social and emotional learning time;
- the evaluation and expansion of exploratory and elective options emphasizing student choice; and
- opportunities for teacher professional learning and collaboration

This proposal addresses these five priorities in two phases.

Phase I:

- Implement a modified block master schedule to provide greater flexibility
- Integrate all Immersion courses into the regular daily schedule, untethering them from advisory
- Restructure Academic Support options to include integrated intervention and extension, along with flexible support
- Create dedicated Social and Emotional Learning time for all students

Phase II:

- Evaluate and expand Exploratory and Elective options that emphasizes student choice
- Opportunity for students to pursue strengths and interests
- Intentionally provide bridges to HS signature programs in 8th grade

Phase I and II:

- Ongoing professional development starting Spring 2024
- Provide essential professional learning, curriculum development and enhanced opportunities for collaboration
- Opportunities for interdisciplinary collaboration
- Focused preparation for SEL integration
- Collaboration and planning for all new courses

Next Steps

- Meet with middle school staff to discuss details of model implementation
- Collaborate on schedule details with the MTA
- Develop communications, registration and staffing plans related to implementation of new schedule
- Consider initiating a comprehensive facilities study to assess current and future needs at the middle level

In the discussion that followed, Board members were enthusiastic about the proposed changes and offered their support. Board member Foss noted how impressed she was by all the research that has been done up to this point. Board member Vitale noted the importance of implementing this project in stages, with teacher professional learning and collaboration along the way. Board member Browne asked about pulling out students and how that affects students who are on IEPs. Principal Dymit said the goal is to flexibly group students who need more support by content and unit, and the new scheduling structure will allow us to do more of that. Chairperson Selinger wondered if this would be an opportunity to identify students who need more support but aren't on IEPs. Principal Dymit responded yes, saying that this would be an opportunity to try other assessments.

Chairperson Selinger noted that the modified schedule recommendations would be brought back to the February regular meeting for approval.

DISCUSSION ON PROPOSED ENROLLMENT CAP INCREASE

Superintendent Law noted that tonight's discussion would be an opportunity for the School Board to discuss the administrative proposal to raise the enrollment cap set by the Board from 11,100 in person K-12 students to 11,250 as part of the solution to ensure long term financial stability. He noted that Minnetonka has been the beneficiary of families' strong desire to attend our schools, to the benefit of our programming for all students. He noted

that open enrolled students bring more funding into the district than they cost, and this additional revenue has helped us balance out the underfunding from the state over the past decade. The current proposal is to add approximately 10 students per grade level, across the district. No additional staffing will be needed. The additional revenue from those students will help to reduce possible budget cuts in the future.

Superintendent Law noted that 86% of the district's elementary classrooms were below the target range at the beginning of the school year. Generally speaking, we have open seats in every elementary classroom currently. The goal is to disperse the impact across the district.

In the discussion that followed, it was emphasized that this proposal, if adopted, would be carefully monitored throughout the year and evaluated. The Board would have the authority to roll the number back if they felt that the increased number was detrimental. Superintendent Law also noted that the district was about to commence a comprehensive facilities study, and that would be discussed at the February study session.

Board member Selinger said that increasing the enrollment cap would be better than having to cut staff in the future. She noted that this item would be brought back to the February regular meeting for further discussion and possible approval.

ADJOURNMENT

The Board adjourned to the first of two closed sessions this evening at 8:10 p.m.

/cyv

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

Board Agenda Item XII. c

Title: Payment of Bills

Date: February 1, 2024

OVERVIEW:

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

RECOMMENDATION/FUTURE DIRECTION:

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



Submitted by:

Jessica Hulitt
Coordinator of Accounting



Approved by:

Paul Bourgeois
Executive Director of Finance & Operations



Concurrence:

David Law
Superintendent of Schools

MINNETONKA DISTRICT #276

TO: David Law
FROM: Jessica Hulitt
RE: Payment of Bills – December 2023
Board Meeting Date: February 1, 2024

The following disbursements are submitted for the month of December:

Recommend the payment of bills in the sum of \$13,991,620.56 by check #482026 - #482618 and ACH #232401363 - #232401721, and wire transactions #202300800 - #202301006 as follows:

December		
	FUND	
01	GENERAL FUND	7,478,589.86
02	CHILD NUTRITION	1,217,113.76
03	PUPIL TRANSPORTATION	666,380.38
04	COMMUNITY SERVICE	604,291.12
05	CAPITAL EXPENDITURE	320,334.57
07	DEBT SERVICE FUND	740,809.38
09	TRUST - FIDUCIARY	187,127.01
11	EXTRA/CO-CURRICULAR	181,733.45
12	ATHLETIC FEE	41,796.15
18	CUSTODIAL FUND	6,580.35
20	SELF INSURANCE	129,695.54
40	CULTURAL ARTS CENTER	44,298.22
41	DOME OPERATIONS	8,402.80
42	AQUATICS PROGRAM	53,757.34
43	PAGEL CENTER	28,732.31
46	LTFM	667,574.22
47	OPEN DEBT SERVICE FUND	1,311,548.00
56	CONSTRUCTION PROJECTS	27,842.58
66	CAPITAL PROJECTS LEVY	275,013.52
		\$ 13,991,620.56
	SALARIES	\$ 8,812,527.17
	TOTAL	\$ 22,804,147.73



Jessica Hulitt

February 1, 2024
Date

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

Board Agenda Item XII. d.

TITLE: Recommended Personnel Items

DATE: February 1, 2024

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

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

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

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

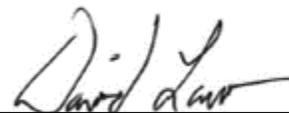
FUTURE ACTION/RECOMMENDATION:

The administration recommends approval of all attached personnel changes.

Submitted by:

Concurrence by:





Anjie Flowers
Executive Director of Human Resources

David Law
Superintendent

RECOMMENDED PERSONNEL ITEMS

I. INSTRUCTION

APPOINTMENTS	ASSIGNMENT	EFFECTIVE	SALARY
WEAVING, HALIE	MUSIC, 1.0 FTE, MME	1/22/24-3/1/24	\$8,800.27

RESIGNATIONS, RETIREMENTS, TERMINATIONS	ASSIGNMENT	EFFECTIVE
JAPINGA, JENNIFER WANG, YI TING	SPEECH LANGUAGE PATHOLOGIST, 1.0 FTE, DH CHINESE IMMERSION LANG ARTS, 0.2 FTE, MMW	6/10/24 1/26/24

LEAVE OF ABSENCES	ASSIGNMENT	EFFECTIVE
ANDERSON, MICHAEL CUSHING, JORDAN DOW, MARGARET GUERCA, CRISTINA HOEKSTRA, GARRICK HOWARD, ANDREW JOHNSON, KEELY KASPER, FAITH KOPISCHKE, ERIN OSGOOD, ERIN OSGOOD, ERIN RUEMMELE, KATHLEEN SHERRY, JOSEPH SYVERSON, JENNIFER WACHUTKA, ALISON	MUSIC, 1.0 FTE, MME LANGUAGE ARTS, 1.0 FTE, MHS HEALTH/PHY ED, 0.7 FTE, TONKA ONLINE GRADE 2 SPANISH IMMERSION, 1.0 FTE, CS SOCIAL STUDIES, 1.0 FTE, MHS GRADE 5 SPANISH IMMERSION, 1.0 FTE, GR SPECIAL ED, 1.0 FTE, CS SPECIAL ED, 1.0 FTE, SAIL WILSON/SPANISH READING, 1.0 FTE, GR SPECIAL ED FACILITATOR, 0.2 FTE, DH/GR-REQUEST 0.8 FTE LOA SPECIAL ED FACILITATOR, 0.5 FTE, GR-REQUEST 0.5 FTE LOA SPEECH LANGUAGE PATHOLOGIST, 0.3 FTE, GR GRADE 5, 1.0 FTE, DH HEALTH, 1.0 FTE, MMW NAVIGATOR 2/3, 1.0 FTE, SH	1/17/24-3/1/24 10/23/23-3/23/24 1/29/24-6/10/24 4/12/24-6/10/24 2/12/24-3/28/24 2/11/24-3/8/24 5/16/24-6/10/24 1/3/24-3/1/24 1/16/24-3/28/24 1/2/24-2/16/24 2/20/24-6/10/24 1/15/24-2/26/24 1/15/24-2/19/24 2/12/24-5/3/24 5/2/24-6/10/24

STATUS CHANGES	CURRENT ASSIGNMENT	EFFECTIVE	CHANGE
AIKEN, AMANDA BAHR, NICK BELL, JASON DOW, MARGARET KNUTSON, JENNIFER KOPISCHKE, ERIN KOPISCHKE, ERIN LANDT, SARAH MARTINSON, SARA MILLER, RACHEL OHRT, KATE OSGOOD, ERIN PILOSI, KATHLEEN SHEN, JIAWEI SPEAR, LORI VIELGUTH, PABLO VITZTUM-KOMANECKI, JOANN ZIMMERMAN, MERLIN	SOCIAL STUDIES, 1.0 FTE, MHS COMPUTER SCIENCE, 1.0 FTE, MHS SOCIAL STUDIES, 1.0 FTE, MHS PHY ED, 0.3 FTE, TONKA ONLINE, ALL YR 23-24 HEALTH, 0.2 FTE, TONKA ONLINE, SEM 2 23-24 RESERVE TEACHER WILSON/SPANISH READING, 0.335 FTE, GR, 11/15/23-1/12/24 FULL TIME LEAVE OF ABSENCE, 1/16/24-3/28/24 GRADE 4 SPANISH IMM TEMP, 0.68 FTE, GR, 9/11/24-6/6/24 MEDIA SPEC/INFO & DIGITAL LRNG TEACHER, 1.0 FTE, MHS RESERVE TEACHER MATH, 1.12 FTE, MHS (SEM 1) SPECIAL ED FACILITATOR, 1.0 FTE, DH/GR RESERVE TEACHER CHINESE IMMERSION, 1.0 FTE, MME MATH, 1.0 FTE, MHS RESERVE TEACHER PSYCHOLOGIST, 0.6 FTE, GR LANG ARTS, 1.0 FTE, MHS	1/29/24-6/10/24 1/29/24-6/10/24 1/29/24-6/10/24 2023-24 1/16/24-3/28/24 1/16/24-3/28/24 4/8/24-6/10/24 1/16/24-3/28/24 1/29/24-3/28/24 1/3/24-3/28/24 1/29/24-6/10/24 2/20/24-6/10/24 1/2/24-4/19/24 1/29/24-3/28/24 1/29/24-6/10/24 4/10/24-6/10/24 11/20/23-2/16/24 1/29/24-3/28/24	ADD: SOCIAL STUDIES TO, 0.12 FTE, MHS (OVG) ADD: COMPUTER SCIENCE, 0.12 FTE, MHS (OVG) ADD: SOCIAL STUDIES, 0.12 FTE, MHS (OVG) PHY ED, 0.3 FTE, TONKA ONLINE, ALL YEAR 23-24 ONLY 0.7 FTE, LEAVE OF ABSENCE WILSON READING LTS, 0.57 FTE, GR FULL TIME LEAVE OF ABSENCE WILSON/SPANISH READING, 1.0 FTE, GR ADD: SPANISH READING LTS, 0.32 FTE, GR ADD: LANG ARTS OVG, 0.12 FTE, MHS LANG ARTS LTS, 0.6 FTE, MHS ADD: MATH TO, 0.12 FTE, MHS (OVG) SPECIAL ED FACILITATOR, 0.5 FTE, GR ART LTS, 1.0 FTE, SH ADD: CHINESE IMMERSION, 0.12 FTE, MMW (OVG) ADD: MATH, 0.12 FTE, MHS (OVG) GRADE 4 SPANISH IMM LTS, 1.0 FTE, CS ADD: PSYCHOLOGIST LTS, 0.1 FTE, GR ADD: LANG ARTS OVG, 0.12 FTE, MHS

II. BUSINESS AND OTHER NON-INSTRUCTIONAL SERVICES

APPOINTMENTS	ASSIGNMENT	EFFECTIVE	SALARY
BONSHIRE, OLIVIA BRANDT, BAILEY CHENIER, SAMANTHA COTTIER, JULIANNA FINNEY, TAMARA HUGHES, VAUGHN KIEPER, SYDNEY KOROMA, ABU LINDAHL, HAYLEY	EXPLORERS PRGM ASST, 9 HRS/WK, CS EXPLORERS PRGM ASST, 17.5 HRS/WK, GR COOK HELPER, 5 HRS/DAY, DH EXPLORERS PRGM ASST, 22.5 HRS/WK, DH EXPLORERS PRGM MGR, 1.0 FTE, MCEC EXPLORERS PRGM ASST, 22.5 HRS/WK, DH EXPLORERS PRGM ASST, 22.5 HRS/WK, DH CLASS D SPEC ED PARA, 30.5 HRS/WK, MHS EXPLORERS PRGM ASST, 27.5 HRS/WK, MCEC	1/18/24 1/10/24 1/23/24 12/18/23 1/22/24 1/3/24 1/3/24 1/8/24 1/3/24	\$17.50/HR \$17.50/HR \$19.97/HR \$17.50/HR \$70,000 ANNUALLY \$17.50/HR \$17.50/HR \$20.61/HR \$17.50/HR

O'NEILL, KATIE	CLASS D SPEC ED PARA, 6 HRS/DAY, SAIL	1/10/24	\$22.47/HR
PRICE, SONJA	EXPLORERS STUDENT ASST, 13 HRS/WK, MCEC	1/3/24	\$13.40/HR
PURI, PANKAJ KUMARI	EXPLORERS PRGM ASST, 17.5 HRS/WK, SH	1/16/24	\$17.50/HR
SHEA, AMBER	CLASS D SPEC ED PARA, 6.5 HRS/DAY, MHS	1/16/24	\$23.18/HR
SOBERG, ANGELICA	CLASS D SPEC ED PARA, 6 HRS/DAY, MWTA	1/8/24	\$23.18/HR
STEFFEL, ROBERT	COOK HELPER, 6 HRS/DAY, SH	1/12/24	\$19.97/HR

RESIGNATIONS, RETIREMENTS, TERMINATIONS, NON-RENEWALS	ASSIGNMENT	EFFECTIVE
ALTO-PEDERSON, SIERRA	CLASS A LR/PG PARA, 12.5 HRS/WK, DH	12/20/23
BENESH, JOSHUA	YOUTH RECREATION PRGM MGR, 1.0 FTE, MCEC	2/3/24
BENNIN, GRACE	EXPLORERS PRGM LEAD, 12 HRS/WK, DH	1/22/24
HOLLOWAY, ANTHONY	CUSTODIAN, 8 HRS/DAY, MME	12/29/23
KAMRATH, KIM	COOK HELPER, 4 HRS/DAY, EXC	2/2/24
REDLIN BENDER, JANE	SUPERVISOR OF NUTRITION SERVICES, 1.0 FTE, DSC	6/30/24
SMITH, DAWN	CLASS B SUPVRY PARA, 7.25 HRS/DAY, MMW	1/31/24
WOLF, JAY	GRADE 10 BASKETBALL COACH, MHS	1/1/24

LEAVES	ASSIGNMENT	EFFECTIVE
ANDRICAN, MOLLY	CLASS E HEALTH PARA, 15 HRS/WK, GR	4/11/24-6/10/24
BARTHELEMY, TYLER	LEVEL IV OFFICE ASST, 8 HRS/DAY, MHS	1/2/24-1/17/24
BERNA, ANNA	LEVEL IV ECSE PRGM OFFICE ASST, 8 HRS/DAY, MCEC	5/24/24-8/16/24
GUSE, TATJANA	EXPLORERS PRGM LEAD, 30 HRS/WK, DH	6/10/24-8/30/24
KEOGH, JESSICA	CLASS D SPEC ED PARA, 6.5 HRS/DAY, SAIL	12/8/23-1/19/24
QUINN, MADELINE	CLASS D SPEC ED AND BUS/TRAFFIC PARA, 6 HRS 55 MIN/DAY, MWTA	3/22/24-5/24/24
SMITH, LEANZA	CLASS D SPEC ED PARA, 6.5 HRS/DAY, MHS	3/4/24-5/10/24

STATUS CHANGES	CURRENT ASSIGNMENT	EFFECTIVE	CHANGE
ALTO-PEDERSON, SIERRA	CLASS A LR/PG PARA, 12.5 HRS/WK, DH EXPLORERS PRGM ASST, 26 HRS/WK, DH	12/20/23	EXPLORERS PRGM ASST, 26 HRS/WK, DH
CHRISTESEN, DANA	CLASS A LR/PG PARA, 3 HRS/DAY, GR CLASS D SPEC ED/BUS/TRAFFIC PARA, 3 HRS 20 MIN/DAY, GR	1/2/24	CLASS A LR/PG PARA, 2.5 HRS/DAY, DH CLASS D SPEC ED PARA, 2.5 HRS DAY, DH CLASS C EXEC FUNCT PARA, 1.2 HRS/DAY, DH
DUNSMORE, KIM	CLASS C KINDER PARA, 3 HRS/DAY, EXC CLASS D SPEC ED PARA, 3 HRS/DAY, EXC	1/2/24	CLASS C KINDER PARA, 4.5 HRS/DAY, EXC CLASS D SPEC ED PARA, 1.5 HRS/DAY, EXC
HARRINGTON, MAIJA	EXPLORERS PRGM ASST, 2.25 HRS/DAY, GR	1/22/24	EXPLORERS PRGM AIDE, 1.25 HRS/DAY, SH
JOHNSON, DEBRA	CLASS C KIND & EXEC FUNCT/ADHD PARA, 4.2 HRS/DAY, EXC	1/2/24	CLASS C KIND & EXEC FUNCT/ADHD PARA, 5.7 HRS/DAY, EXC CLASS A LR/PG PARA, 20 MIN/DAY, EXC
PENG LIM, YEN	CLASS B MTAK PRESCHOOL PARA, 3.25 HRS/DAY, MCEC	1/2/24	ADD: CLASS C CHINESE CLRM PARA, 2 HRS/DAY, SH
TEAL, LORI	CLASS C KINDER PARA, 3 HRS/DAY, EXC CLASS D SPEC ED PARA, 3.5 HRS/DAY, EXC	1/2/24	CLASS C KINDER PARA, 4.5 HRS/DAY, EXC CLASS D SPEC ED PARA, 2 HRS/DAY, EXC
TILAHUN, TIEGIST	CUSTODIAN, 8 HRS/DAY, MHS	1/22/24	CUSTODIAN, 8 HRS/DAY, MME
ZHENG, RONG	CLASS C CHINESE CLRM PARA, 6 HRS/DAY, SH	1/2/24	CLASS C CHINESE CLRM PARA, 4 HRS/DAY, SH

III. IN-DISTRICT APPOINTMENTS

APPOINTMENT	ASSIGNMENT	BUILDING	EFFECTIVE	SALARY
ADAMS, TARYN	ADAPTED FLOOR HOCKEY CI ASST COACH	MHS	11/27/23-3/16/24	\$2,587
ANDERSON, CHRISTA	DRAMA 6 TH GRADE MUSICAL CHOREOGRAPHER	MMW	9/16/23-12/3/23	\$1,752
ANDRUSKIEWICZ, TONYA	ADAPTED FLOOR HOCKEY CI HEAD COACH	MHS	11/27/23-3/16/24	\$3,450
BARRETT, KAITLYN	WINTER COLOR GUARD DIRECTOR	MHS	12/2023-4/7/24	\$2,762
BECKER, AIDAN	STUDENT REFEREE	MCEC	12/2/23	\$15/GAME
BEVIS, BENJAMIN	CROSS COUNTRY SKI ASST COACH	MMW	1/3/24-3/15/24	\$1,948.50
BOYD, SETH	DRAMA MUSICAL VOCAL DIRECTOR	MME	12/11/23-3/16/24	\$2,769
CADA, JIM	DRAMA MUSICAL WINTER PLAY DIRECTOR	MHS	1/1/24-2/25/24	\$4,656
CADA, SUSANNE	SPECIAL PROJECT LEADER-PICNIC	ARTSCTR	1/3/24-2/25/24	\$500
CRONIN, MORGAN	JR FIRST MATES ADVISOR	MMW	2023-24	\$2500
CRONIN, MORGAN	MATH TEAM ADVISOR	MMW	9/25/23-2/23/24	\$2,011
CROWE, ALEXANDER	WRESTLING ASST COACH	MHS	11/20/23-3/2/24	\$4,612
DEJONG, LAUREN	SPECIAL PROJECT LEAD: MAKE-UP & HAIR, PICNIC	ARTSCTR	1/3/24-2/25/24	\$4,400

DOLD, JANENE	DRAMA MUSICAL SPRING STAGE MANAGER	MMW	1/3/24-3/16/24	\$1,516
DOWNS, TYLER	EVENT WORKER	MHS	2023-24	VARIES
FRIE, JOSH	WRESTLING CO-HEAD COACH	MHS	11/20/23-3/2/24	\$5,745
GEISLER, JEFF	SPECIAL PROJECT LEAD-SOUND, PICNIC	ARTSCTR	1/3/24-2/25/24	\$1,200
HAZEN, JENNIFER	DRAMA MUSICAL VOCAL DIRECTOR	MME	12/11/23-3/16/24	\$1,562
HOKS, PHILIP	DRAMA MUSICAL SET DESIGNER	MMW	1/3/24-3/16/24	\$2,888
HOKS, PHILIP	DRAMA MUSICAL COSTUME DESIGNER	MMW	1/3/24-3/16/24	\$2,888
INOSTROZA, RAYEN	HISPANIC STUDENT UNION ADVISOR	MHS	9/2023-4/2024	\$500
JANSEN, MATT	DRAMA MUSICAL LIGHT/SOUND DESIGNER	MMW	1/3/24-3/16/24	\$2,888
JORE, AMY	DRAMA MUSICAL PLAY DIRECTOR	MME	12/11/23-3/16/24	\$2,888
JORE, AMY	DRAMA MUSICAL COSTUME DESIGNER	MME	12/11/23-3/16/24	\$2,888
JORE, AMY	COSTUME COORDINATOR	ARTSCTR	1/10/24-1/25/24	\$650
KALLEVIG, KENDRA	WORKSHOP LEADER SCENIC PAINTING-ONE ACT	ARTSCTR	12/1/23-2/1/24	\$1,040
KALLEVIG, KENDRA	WORKSHOP LEADER SCENIC PAINTING-WILLY WONKA	ARTSCTR	12/1/23-6/16/24	\$1,200
KALLEVIG, KENDRA	SCENIC PAINTER COORD-CABARET	ARTSCTR	10/26/23-11/2/23	\$493.50
KALLEVIG, KENDRA	SCENIC PAINTER COORD-SOUND OF MUSIC	ARTSCTR	11/13/23-12/2/23	\$766.50
KIRLEY, KATIE	DRAMA MUSICAL ASST DIRECTOR	MMW	1/3/24-3/16/24	\$2,130
KOENITZER, MEG	ART CLUB/NATIONAL ART ADVISOR	MHS	2021-22	\$1,231.50
KOENITZER, MEG	ART CLUB/NATIONAL ART ADVISOR	MHS	2022-23	\$1,263
KOENITZER, MEG	ART CLUB/NATIONAL ART ADVISOR	MHS	2023-24	\$1,263
LIU, BO	CHINESE CLUB ADVISOR	MHS	2023-24	\$250
MAKI, JONATHAN	ART CLUB/NATIONAL ART ADVISOR	MHS	2023-24	\$1,321.50
MATEJKA, JENNIFER	CROSS COUNTRY SKI ASST COACH	MMW	1/3/24-3/15/24	\$1,221
MAY, JIM	MUSICAL ACCOMPANIST	MMW	2023-24	\$33.80/HR
MCALLISTER, LIZ	DRAMA MUSICAL DIRECTOR	MME	12/11/23-3/16/24	\$4,025
MCCALLY, JENNY	DRAMA MUSICAL PRODUCTION ASST	MMW	1/3/24-3/16/24	\$1,516
MENKE, JENA	DRAMA MUSICAL VOCAL DIRECTOR	MMW	1/3/24-3/16/24	\$2,652
MICHELS, MAUREEN	SWIM INSTRUCTOR, REC TEAM COACH, ON DECK COORD	AQUATICS	1/14/24	\$15.75/HR AND \$18.50/ HR
MURTHA, LAURA	ACTIVITIES ASST, 2-3 HRS/WK	MMW	1/16/24-6/28/24	\$16.17/HR
PAULSON, RYAN	HEAD SCHOOL CHAPERONE, MMW	MCEC	1/12/24	\$100/WEEK
PEDERSON, LEO	STUDENT REFEREE	MCEC	12/2/23	\$15/GAME
PHILLIPS, RYAN	WRESTLING ASST COACH	MHS	11/20/23-3/2/24	\$2,306
PITTEL, DANIELLE	DRAMA MUSICAL PLAY DIRECTOR	MMW	1/3/24-3/16/24	\$4,025
PRONDZINSKI, AVA	STUDENT REFEREE	MCEC	1/20/24	\$15/GAME
ROELS, RENEE	DRAMA MUSICAL 6 TH GRADE SET DESIGN	MME	9/26/23-11/18/23	\$1,752
ROELS, RENEE	DRAMA MUSICAL SET DESIGN BUILDER	MME	12/11/23-3/16/24	\$2,888
SCHRIMPF, JOEL	WRESTLING CO-HEAD COACH	MHS	11/20/23-3/2/24	\$5,745
SOO, ALEX	SWIM INSTRUCTOR	AQUATICS	1/7/24	\$15.00/HR
STRAND, CONNIE	DECA ASST ADVISOR	MHS	2023-24	\$2,762
TRIPP, KELLEY	MUSICAL DRAMA CHOREOGRAPHER	MME	12/11/23-3/16/24	\$1,752
WOODS, SIENNA	SWIM INSTRUCTOR/LIFEGUARD, 10-15 HRS/WK	AQUATICS	1/7/24	\$15.00 AND \$16.00 PER HOUR

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

Board Agenda Item XII. e.

Title: Gifts and Donations

Date: February 1, 2024

EXECUTIVE SUMMARY:

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

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

American Online Giving Foundation	\$163.80
The Blackbaud Giving Fund	\$150.00

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

Deephaven PTA	\$1000.00
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RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnewashta Elementary School Classroom Enrichment Fund:

Minnewashta Elementary PTO	\$3901.01
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RECOMMENDATION: That the School Board accepts the following donations to be placed in the Minnetonka Community Education Fund:

Jimmie Sneed	\$100.00
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RECOMMENDATION: That the School Board accepts the following donations to be placed in the Minnetonka Community Education Leslie Kaufman Memorial Fund:

Bobby & Frankie Hogue	\$100.00
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RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka Public Schools General Fund:

Medical Information Technology, Inc.	\$15,000.00
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RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnetonka Middle School West Principal Discretionary Fund:

The Blackbaud Giving Fund	\$5.60
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RECOMMENDATION: That the School Board accepts the following donation to be placed in the Minnewashta Elementary School Principal Discretionary Fund:

The Blackbaud Giving Fund \$102.95

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

The Gene Haas Foundation \$2500.00

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

Charities Aid Foundation America \$70.00

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

Kopp Family Foundation \$3564.00

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

Knewton Family Chiropractic \$500.00

RECOMMENDATION: That the School Board accepts the following donation to be placed in the Excelsior Elementary School Sam Chase Fund for Kindergarten Programming and Curriculum:

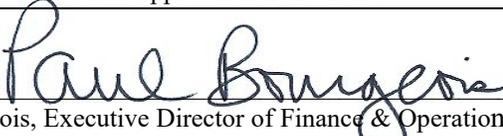
Eldridge S Chase III \$2750.08

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

Clear Springs Elementary PTO \$30,000.00

TOTAL GIFTS AND DONATIONS FOR 2023-2024* = \$507,463.03

*Total amount reflects gifts & donations submitted for board approval in 2023-2024.

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

CONSENT

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

Board Agenda Item XII. f

Title: Electronic Fund Transfers

Date: February 1, 2024

EXECUTIVE SUMMARY:

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

RECOMMENDATION:

It is recommended that the School Board approve the attached automatic withdrawals and investments from the General Fund for December 2024.

Submitted by:



Paul Bourgeois, Executive Director of Finance & Operations

December 2023 FROM GENERAL FUND				
DATE	PAYEE			AMOUNT
12/1/2023	AP Payment			151,466.17
12/1/2023	Sans Loan Payment			112,736.70
12/4/2023	Claims Health Partners			349,594.78
12/4/2023	Delta Dental			12,367.32
12/8/2023	AP Payment			1,322,618.01
12/8/2023	Wex			25,098.05
12/11/2023	Delta Dental			22,688.61
12/12/2023	Claims Health Partners			334,666.51
12/12/2023	Payroll			2,927,899.69
12/15/2023	AP Payment			161,400.93
12/15/2023	Wex			10,573.42
12/18/2023	Claims Health Partners			435,521.16
12/18/2023	Delta Dental			17,981.61
12/21/2023	AP Payment			9.82
12/21/2023	Delta Dental Premium			6,825.50
12/21/2023	Solutran - Healthy Savings			4,184.81
12/22/2023	AP Payment			2,880,660.32
12/22/2023	Health Partners Premium			75,863.82
12/22/2023	Payroll			2,992,563.86
12/22/2023	Wex			10,179.38
12/26/2023	Claims Health Partners			232,276.41
12/26/2023	Delta Dental			20,194.16
12/26/2023	Deluxe Business Systems			213.66
12/27/2023	AP Payment			495.00
12/29/2023	AP Payment			161,042.96
12/29/2023	Wex			12,668.13
12/31/2023	Wex Admin Fee			4,184.25
December	Art Center CC Processing Fees			1,621.92
December	Athletic CC Processing Fees			4,254.76
December	Bank Monthly Service Charge			1,260.09
December	MCEC Credit Card Processing Fees			38,175.12
December	Monthly Postage Charges			3,400.00
December	Mtka Webstore CC Processing Fees			12,325.72
				\$ 12,347,012.65
December				
INVESTMENT		MATURITY	INTEREST	ENDING
DESCRIPTION	BANK	DATE	RATE	BALANCE
Money Market	Alerus Bank ICS Savings	NA	3.25%	5,278,313.85
Money Market	MSDLAF+ Liquid Class	NA	5.31%	15,750,149.36
Money Market	MSDLAF+ MAX Class	NA	0.35%	-
Term	MSDLAF	NA	Var	45,100,000.00
CD	MSDLAF	NA	0.25%	-
Money Market	PMA IS	NA	5.30%	9,792,657.64
Term	PMA MN Trust Term Series	NA	0.00%	-
Municipal Bonds	Northland Securities	NA	4.51%	657,820.82
Various	Wells Fargo OPEB	NA	Var	14,532,271.89
				\$ 91,111,213.56

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

Board Agenda Item XII. g

Title: American Indian Parent Advisory Committee Resolution

February 1, 2024

EXECUTIVE SUMMARY:

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

CONTEXT/BACKGROUND:

Minnesota Statute Section 124D.78 states, "School districts, charter schools, Tribal contract schools, and the respective school boards must provide for the maximum involvement of parents of American Indian children enrolled in American Indian education programs, programs for elementary and secondary grades, special education programs, and support services." This advisory committee's charge includes reviewing Indian education programs and resources, providing feedback regarding programming and goals, and submitting an annual resolution to the Board.

The American Indian Parent Advisory Committee met on January 11, 2024, and expressed support for Minnetonka Public Schools' programs. The District continues to provide supplemental programming to meet the academic and cultural needs of Minnetonka's American Indian students through the American Indian Education Aid. The 2023-24 plan and associated programs support academic achievement, postsecondary preparation, cultural heritage and the positive reinforcement of the self-image of American Indian students. A partnership with Minnetonka Community Education continues to provide additional academic, career and college planning opportunities for American Indian students.

On behalf of the American Indian Parent Advisory Committee, Chairperson Mary Hamblin and Director of Curriculum Steve Urbanski respectfully submit the 2023-24 American Indian Parent Advisory Committee's Resolution of Concurrence.

ATTACHMENT:

American Indian Parent Advisory Committee Resolution

RECOMMENDATION/FUTURE DIRECTION:

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

Submitted by: _____



Steven Urbanski, Director of Curriculum

Concurrence: _____



David Law, Superintendent

The American Indian Parent Advisory Committee Resolution

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

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

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

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

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

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

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

Mary Hamblin Mary Hamblin
AIPAC Chairperson Printed Name and Signature

1/18/2024
Date

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

Board Agenda Item XII. h.

TITLE: Pay Equity Report

DATE: February 1, 2024

BACKGROUND

Once every three-year period, each Minnesota public employer is required to prepare a Pay Equity Implementation Report to Minnesota Management and Budget. Minnetonka Public Schools was selected to report in 2024.

The purpose of the report is to measure compliance with Minnesota pay equity legislation. The attached Compliance Report shows that our district's underpayment ratio, salary range test, and exceptional service pay test results exceed the 80% minimum passing requirement. We exceeded this requirement in all three categories. As a result, Minnetonka Public Schools continues to be in compliance with pay equity requirements.

Our recommendation is that the School Board approve that the District has complied with the legal requirements of pay equity and may move forward with submitting the report to Minnesota Management and Budget.

RECOMMENDATION/FUTURE ACTION:

That the School Board approve the legally required Pay Equity Implementation Report.

Submitted by:

AM Flowers

Anjie Flowers, Executive Director of Human Resources

Concurrence:

David Law

David Law, Superintendent

Compliance Report

Jurisdiction: ISD No. 276 - Minnetonka
5621 County Road 101

Report Year: 2024
Case: 2 - 2024 DATA TO SUBMIT
(Shared (Jur and MMB))

Minnetonka, MN 55345

Contact: Robyn Klinker

Phone: (952) 401-5016

E-Mail: robyn.klinker@minnetonkaschools.org

The statistical analysis, salary range and exceptional service pay test results are shown below. Part I is general information from your pay equity report data. Parts II, III and IV give you the test results.

For more detail on each test, refer to the Guide to Pay Equity Compliance and Computer Reports.

I. GENERAL JOB CLASS INFORMATION

	Male Classes	Female Classes	Balanced Classes	All Job Classes
# Job Classes	36	77	14	127
# Employees	99	1469	72	1640
Avg. Max Monthly Pay per employee	6318.25	8330.75		8247.11

II. STATISTICAL ANALYSIS TEST

A. Underpayment Ratio = 94.50904 *

	Male Classes	Female Classes
a. # At or above Predicted Pay	17	34
b. # Below Predicted Pay	19	43
c. TOTAL	36	77
d. % Below Predicted Pay (b divided by c = d)	52.78	55.84

*(Result is % of male classes below predicted pay divided by % of female classes below predicted pay.)

B. T-test Results

Degrees of Freedom (DF) = 1566	Value of T = -3.932
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a. Avg. diff. in pay from predicted pay for male jobs = -85

b. Avg. diff. in pay from predicted pay for female jobs = 261

III. SALARY RANGE TEST = 127.68 (Result is A divided by B)

A. Avg. # of years to max salary for male jobs = 10.71

B. Avg. # of years to max salary for female jobs = 8.39

IV. EXCEPTIONAL SERVICE PAY TEST = 93.51 (Result is B divided by A)

A. % of male classes receiving ESP = 50.00 *

B. % of female classes receiving ESP = 46.75

*(If 20% or less, test result will be 0.00)

Pay Equity Implementation Report

Part A: Jurisdiction Identification

Jurisdiction: ISD No. 276 - Minnetonka
5621 County Road 101

Jurisdiction Type: School

Minnetonka, MN 55345

Contact: Robyn Klinker

Phone: (952) 401-5016

E-Mail: robyn.klinker@minnetonkaschools.org

Part B: Official Verification

- The job evaluation system used measured skill, effort responsibility and working conditions and the same system was used for all classes of employees.

The system was used: Consultant

Description:

Decision Band Method

- Health Insurance benefits for male and female classes of comparable value have been evaluated and:

There is no difference and female classes are not at a disadvantage.

- An official notice has been posted at:
Minnetonka Public Schools District Service Center

(prominent location)

informing employees that the Pay Equity Implementation Report has been filed and is available to employees upon request. A copy of the notice has been sent to each exclusive representative, if any, and also to the public library.

The report was approved by:

Minnetonka School Board at meeting on
February 1, 2024

(governing body)

Meghan Selinger

(chief elected official)

Board Chair

(title)

Part C: Total Payroll

\$124622752.77

is the annual payroll for the calendar year just ended December 31.

- Checking this box indicates the following:
- signature of chief elected official
 - approval by governing body
 - all information is complete and accurate, and
 - all employees over which the jurisdiction has final budgetary authority are included

Date Submitted: 1/23/2024

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

Board Agenda Item XII. i

Title: Approval of Student Out-of-State Travel- Baseball Date: February 1, 2024

EXECUTIVE SUMMARY:

Pursuant to Policy #546 Study-Travel, the District expects that each school-sponsored trip is a properly planned, well organized, and carefully supervised educational experience. To meet this high standard, requests for all student travel must be submitted to and tentatively approved by the building Principal, or designee, and by the Superintendent, or designee, in concept before involving students and parents/guardians in planning and implementation. Requests for approval in concept should be made by submitting the appropriate form.

Additionally, the Minnesota State High School League (MSHSL) provides requirements for out of state travel through MSHSL Bylaw 411 cited below.

The attached forms meet the applicable requirements of Policy #546 and MSHSL Bylaw 411 and have been reviewed for compliance by District staff.

ATTACHMENTS:

- 1) Overnight Travel Request Athletics
- 2) Individual Form to be completed by each player in March at team selections
- 3) Overnight Athletic or Activity Trip Rules and Policies
- 4) MINNETONKA Spring Training Itinerary

RECOMMENDATION/FUTURE DIRECTION:

The District requests that the School Board approve the forms as submitted.

Submitted by: 
Amy LaDue, Associate Superintendent for Instruction

Concurrence: 
David Law, Superintendent



Overnight Trip Authorization Form

Coach/Advisor: **Paul Twenge** Sport/Level **_Baseball Varsity_** Date: **1/3/24_**

Destination for Field Trip: **St. Petersburg, Florida**

Lead Coach/Advisor Contact information (must have 24-7 cell phone access) **_Paul Twenge 219-241-7688_**

Estimated Departure Date/Time: **3/31/24 5pm** Estimated Return Date/Time: **4/5/24 11pm**

Rational for Trip: **Spring 24 Baseball training for skipper varsity Bb team. Practice and scrimmage to prepare for the season in Minnesota. 24 total students to travel.**

1. Expenditures	Cost Per Pupil	Overall
Lodging Costs	\$ _971	\$ 25,375 w/coaches
Bus Costs	\$ 410	\$ 8,200
Air Fair	\$ 300	\$ 7200
Total Expense	\$ 1681	\$ 40,775

Funding Sources: **2 baseball camps (Holiday Camp/Presidents Day Camp \$15,000-\$20,000 Estimate raised)**
Each Student per pupil cost approximately \$1000

2. **Name of supervisors: (Ratio 1:10)** All supervisors that are not employees or staff members with Minnetonka High School **need a background check** please list the supervisors name and email. If supervisors need a background check they will get an online background check from administrator@hris.com, please complete in a timely manner. Supervisors must be cleared by the Activities Office before they are allowed to participate in the trip.

Background check needed?	Name	Email
Yes or NO	Paul Twenge	
Yes or NO	Chris Wilson	
Yes or NO	Adam Goethke	
Yes or NO	Dave Mauer	

3. I have reviewed the field trip procedures in the coaches handbook under overnight trips (Section 2 Item 14). I understand the responsibilities of supervision.

Paul Twenge **1/3/24**
Coach/Advisor **Date**

4. Submit form to AD office 4 weeks prior to trip.

5. Have each student complete an individual permission/medical form (one for each student) **Be completed March 23rd, see attached.**

Ted Schultz **1/3/24**
AD Signature for Approval **Date**

INDEPENDENT SCHOOL DISTRICT 276
Minnetonka High School Activities Department
Minnetonka, MN 55345

Overnight Field Trip – Student Medical Treatment Information and Permission Form

Coach/Advisor to complete prior to handing out:

Sport/Activity: Baseball Trip Dates: 3/31/24-4/5/24 Destination: Petersburg Florida
Lodging: Post Card In St. Petersburg Contact : <https://www.postcardinn.com/>
Coaches/Advisor Contact Number Paul Twenge 219-241-7688

Parent or Guardian to complete:

Student's name _____ Age _____
Address _____ Phone (____) _____
City _____ Zip _____

Parent or guardian name _____
Address, if different from student _____
City _____ Zip _____ (____) (____) (____)
Cell Phone Home Phone Work Phone

Emergency contact other than parent _____ (____)
Name Phone

Healthcare agency _____ Ins. Policy # _____

Medical Information

Any known allergies (including drug allergies or severe allergies to animals, foods or other substances)?
If yes, describe

Date of last tetanus shot _____ Medication student is presently taking _____
How often _____
Reason _____

List any physical factors that might affect student's activity or would be necessary for a physician to know when caring for your student/child

Parental Permission

I give my student/child full permission to participate in this trip.

parent/guardian signature *Date*

If an emergency arises, it might be necessary to seek care for your student before staff can contact you. Such care can be provided only if you sign the authorization below. Either the authorization or a statement of the reason for not allowing it should accompany this health form.

In case of minor illness or injury, I, _____, of _____,
parent or guardian student/child
give my permission for the supervisor of my student/child to administer necessary treatment and/or first aid. In case of an emergency, I hereby authorize the official representative of my student's/child's school or the person in charge of the program to permit a physician/hospital to administer emergency or surgical care, and I further authorize any licensed physician, medical facility or trained emergency technician to administer emergency or surgical care.

Signature of parent or guardian *Date*

Process for Planning an Overnight Trip: If you are planning an overnight trip with your program please follow the following procedure.

- 1) **Please complete the overnight trip authorization form** (link here). Please complete 3 weeks prior to trip and turn into the Activities Director. (This form is for any trips in Minnesota or its bordering states).

Any trip beyond the bordering states of Minnesota will need approval from MHS high School Principal, the Superintendent, and/or The School Board.

- 2) Submit overnight trip authorization form and trip itinerary to Activities Office.
- 3) Submit a list of students missing class to the Activities Director (for attendance).
- 4) Have each parent/guardian complete the **student medical treatment Information and permission form (link Here)**
 - a. You will need one of these for each student (required parents signature)
 - b. You must collect the forms (one each student), keep them on file for the trip (Bring them with you!)
 - c. Then turn the completed forms into the AD office to keep on file after the trip.

Guidelines for Overnight Trips:

- 1) All forms must be completed prior to leaving on a trip.
- 2) **Supervision:** A ratio of 10 students to per 1 supervisor is required. Please communicate with Activities Office.
- 3) **Hotel room:** No more than 6 students may gather in a hotel room without a coach present.
- 4) **Hotel Room:** No members of the opposite sex are allowed in a student's hotel room or they are immediately to be sent home (at their parents expense) and face a student code of conduct violation (two game/event suspension)
- 5) **Curfew:** Please establish a reasonable curfew it is suggest that all students are in their rooms at 10pm.
- 6) **Night Supervision:** Coaches/Advisor must establish a plan to ensure all students are in their room's from 10pm to the determined morning meetings. This includes nightly checks of rooms, using tape to monitor the doors, and other methods determined effective. Coaches/Advisors are responsible for this.
- 7) **Sunday's:** Per MSHSL rules no planned team meetings, practices, or activities can be planned on a Sunday.
- 8) Please review all **student code of conduct responsibilities**, as well as **hazing and harassment** guidelines as outlined by the MSHSL student Eligibility Brochure. (See below)

MSHSL Student Code of Responsibilities

As a student participating in my school's interscholastic activities, I understand and accept the following responsibilities:

1. I will respect the rights and beliefs of others and will treat others with courtesy and consideration.
2. I will be fully responsible for my own actions and the consequences of my actions.
3. I will respect the property of others.
4. I will respect and obey the rules of my school and the laws of my community, state, and country.
5. I will show respect to those who are responsible for enforcing the rules of my school and the laws of my community, state, and country.

10. RACIAL/RELIGIOUS/SEXUAL HARASSMENT/VIOLENCE and HAZING

A. Bylaw

During the school year, a student shall not be involved in hazing or violate the racial/religious/sexual harassment and racial/religious/sexual violence bylaws of the Minnetonka School District.

Interpretation: The bylaw applies to the entire school year and any portion of an activity season that occurs prior to the start of the school year, or after the close of the school year.

B. Definitions

- 1. Racial Harassment** consists of physical or verbal conduct relating to an individual's race when the conduct:
 - a. has the purpose or effect of creating an intimidating, hostile, or offensive working or academic environment; or
 - b. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 - c. otherwise adversely affects an individual's employment or academic opportunities.
- 2. Racial Violence** is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, race.
- 3. Religious Harassment** consists of physical or verbal conduct relating to an individual's religion when the conduct:
 - a. has the purpose or effect of creating an intimidating, hostile, offensive working or academic environment; or
 - b. has the purpose or effect of substantially or unreasonably interfering with an individual's work or academic performance; or
 - c. otherwise adversely affects an individual's employment or academic opportunities.
- 4. Religious Violence** is a physical act of aggression or assault upon another because of, or in a manner reasonably related to, religion.
- 5. Assault is:**
 - a. an act done with intent to cause fear in another of immediate bodily harm or death; or
 - b. the intentional infliction of, or attempt to inflict bodily harm upon another; or
 - c. the threat to do bodily harm to another with present ability to carry out the threat.
- 6. Sexual Harassment** is a form of sex discrimination that violates Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e, ct. seq., and Minnesota Statutes Sections 363.01-.14, the Minnesota Human Rights Act.
 - a. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, sexually motivated physical conduct or other verbal or physical conduct or communication of a sexual nature. Sexual harassment is illegal, but may or may not be criminal activity.
 - b. Sexual harassment may include, but is not limited to:
 1. verbal, written/graphic harassment or abuse;
 2. subtle pressure for sexual activity;
 3. inappropriate patting or pinching;
 4. intentional brushing against the individual's body;
 5. demanding sexual favors accompanied by implied or overt threats concerning an individual's employment or educational status;
 6. demanding sexual favors accompanied by implied or overt promises of preferential treatment with regard to an individual's employment or educational status;
 7. any unwelcome touching of a sexual nature.
- 7. Sexual Violence** is a physical act of aggression that involves the touching of another's intimate parts, either above or underneath the other person's clothes, or forcing another to touch one's intimate parts, either above or underneath one's clothes. Intimate parts, as defined in Minnesota Statutes 1990, Section 609.341, include the primary genital area, groin, inner thigh, buttocks, or breast of a human being. Sexual violence is a criminal activity.
 - a. Sexual violence may include, but is not limited to:
 1. touching, patting, grabbing, or pinching another person's intimate parts, either same sex or opposite sex;
 2. coercing or forcing sexual touching on another;
 3. coercing or forcing sexual intercourse on another;
 4. threatening to force sexual touching or intercourse on another.
- 8. "Hazing"**
 - a. Hazing means committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person, in order for the student to be initiated into or affiliated with a student organization, or for any other purpose. The term hazing includes, but is not limited to:
 1. Any type of physical brutality such as whipping, beating, striking, branding, electronic shocking or placing a harmful substance on the body.
 2. Any type of physical activity such as sleep deprivation, exposure to weather, confinement in a restricted area, calisthenics or other activity that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health or safety of the student.
 3. Any activity involving the consumption of any alcoholic beverage, drug, tobacco product or any other food, liquid, or substance that subjects the student to an unreasonable risk of harm or that adversely affects the mental or physical health of the student.
 4. Any activity that intimidates or threatens the student with ostracism, that subjects a student to extreme mental stress, embarrassment, shame or humiliation, that adversely affects the mental health or dignity of the student or discourages the student from remaining in school.
 5. Any activity that causes or requires the student to perform a task that involves violation of state or federal law or of school district policies or regulations.
 - b. Student organization" means a group, club or organization having students as its primary members or participants. It includes grade levels, classes, teams, activities or particular school events. A student organization does not have to be an official school organization to come within the terms of this definition.

MINNETONKA (MN) - 2024 TAMPA BAY SPRING TRAINING SCHEDULE

Sun. 3/31

Flight arrives 8:12p

Check in at Postcard Inn on the Beach

Mon. 4/1

8a Breakfast at Baseball City

8:30a-11:15a Practice at Baseball City, Field #5

11:15a-12p Hitting: Indoor Batting Cage (two cages)

Lunch off-site OR Food available for purchase at the concession stand

1:30p-4p Practice at Baseball City, Field #5

4p Dinner at Baseball City

6:50p Attend Rays v. Rangers at Tropicana Field in St. Petersburg?

Tues. 4/2

8a Breakfast at Baseball City

8:30a-10a Practice at Baseball City, Field #5

10a-11a Practice at Baseball City, the "Half-Field"

11:15a-12p Hitting: Indoor Batting Cage (two cages)

Lunch off-site OR Food available for purchase at the concession stand

1p-2:30p Practice at Baseball City, Field #5

2:30p-4p Practice at Baseball City, the "Half-Field"

4p Dinner at Baseball City

Wed. 4/3

8a Breakfast at Baseball City

8:30a-11a Practice at Baseball City, Field #5

11:15a-12p Hitting: Indoor Batting Cage (two cages)

Lunch off-site OR Food available for purchase at the concession stand

1p-2:30p Practice at Baseball City, Field #5

2:30p-4p Practice at Baseball City, the "Half-Field"

4p Dinner at Baseball City

Thurs. 4/4

8a Breakfast at Baseball City

8:30a-11a Practice at Baseball City, Field #5

Lunch off-site OR Food available for purchase at the concession stand

Pre-game hitting in outdoor cages at Baseball City

1p v. Canisius (NY) at Baseball City, Field #1

4p Dinner at Baseball City

Fri. 4/5

Check out at Postcard Inn on the Beach

8:30a Breakfast at Baseball City

9a-10:45a Practice at Baseball City, Field #3

Lunch off-site OR Food available for purchase at the concession stand

12:30p v. Frontier (NY) at Baseball City, Field #1

Shower/change in clubhouse at Baseball City

Flights departs 8:40p