



Excellence. For each and every student.

**BOARD OF EDUCATION**  
Regular Meeting - Monday, May 11, 2020 - 7:00 PM  
Wayzata City Hall  
600 Rice Street  
Wayzata, Minnesota 55391

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## **Minutes of Regular Meeting**

A Regular Meeting of the Board of Education of Wayzata Public Schools was held Monday, May 11, 2020, beginning at 7:00 PM in the Wayzata City Hall  
600 Rice Street  
Wayzata, Minnesota 55391.

<b>1. CALL TO ORDER/ROLL CALL</b>	<b>2</b>
<b>2. APPROVAL OF AGENDA AND CONSENT AGENDA ITEMS</b>	<b>3</b>
A. Approval of Minutes	4
B. Finance and Business Services	
1. Monthly Reports	5
C. Human Resource Services	56
1. Monthly Recommendations	
<b>3. REPORTS FROM ORGANIZATIONS</b>	<b>57</b>
<b>4. RECOGNITIONS</b>	
A. Retiree Recognition	
B. Employee of the Month	58
C. 2020 Wayzata Inclusive Education Award	59
<b>5. AUDIENCE OPPORTUNITY TO ADDRESS SCHOOL BOARD</b>	<b>60</b>
<b>6. STUDENT CURRICULUM PRESENTATION</b>	
A. Gleason Lake Elementary	
<b>7. ADMINISTRATIVE REPORTS AND RECOMMENDATIONS</b>	
A. Superintendent	
B. Teaching and Learning	
C. Finance and Business Services	
1. Monthly Financial Reports	62
D. Human Resource Services	70
<b>8. OTHER BOARD ACTION</b>	
<b>9. BOARD REPORTS</b>	<b>75</b>
10. <b>ADJOURN</b>	<b>76</b>



**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Call to Order

**ITEM:** Roll Call Attendance

**COMMENTS BY:** Andrea Cuene, Board Chair

	<b>PRESENT</b>	<b>ABSENT</b>
Linda Cohen	_____	_____
Seanne Falconer	_____	_____
Sarah Johansen	_____	_____
Chris McCullough	_____	_____
Cheryl Polzin	_____	_____
Bonita Lucky	_____	_____
Andrea Cuene	_____	_____
Chace Anderson, ex-officio	_____	_____



**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Approval of Agenda and Consent Agenda Items

**COMMENTS BY:** Andrea Cuene, Board Chair

Consent Agenda items are considered to be routine in nature and will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event, the item will be removed as a Consent Agenda item and addressed. Consent Agenda items are as follows:

- A. Approval of Minutes
- B. Finance and Business Recommendations
  - 1. Monthly Reports
  - 2. Apple Lease
  - 3. Milk & Milk Products Contract Extension
  - 4. Prime Vendor-School Food Contract Award
  - 5. P-Card Approval
- C. Human Resource Recommendations
  - 1. Monthly Recommendations
- D. Minnesota State High School League Renewal

**Recommended Action:** Approve the full agenda as presented, and the consent agenda items.

**Motion by:** \_\_\_\_\_ **ROLL CALL** **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Approval of Board Minutes

**COMMENTS BY:** Bonita Lucky, Board Clerk

Approve the minutes of the following meetings:

- April 13, 2020 Regular Meeting
- April 27, 2020 Closed Meeting

**Recommended Action:** Approve the minutes of the Board meetings.

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_ **4** \_\_\_\_\_

**WAYZATA PUBLIC SCHOOLS  
MONTHLY DONATION SUMMARY  
April 2020**

<b>DONATED BY</b>	<b>PURPOSE</b>	<b>AMOUNT</b>
Kopp Family Foundation Scholarship	WHS - Student Scholarship Program	\$3,000.00
Andrew Pfeifer - Wells Fargo Match	OW - Student Scholarships & Student Events	\$2,000.00
Wells Fargo - Your Cause	KL - Student Activities	\$250.00
Wells Fargo - Your Cause	WHS - General Support	\$200.00
Gail Dahl	GW - Negative Lunch Balances	\$100.00
<b>TOTAL CASH DONATIONS</b>		<b><u><u>\$5,550.00</u></u></b>

**WAYZATA PUBLIC SCHOOLS**  
**CHECK REPORT**  
**APRIL 2020**

CHECK NUMBER	VENDOR	DESCRIPTION	DATE	AMOUNT
8384	FIRST STUDENT INC	TRANSPORTATION	04/02/2020	\$ 1,094,987.51
8733	FIRST STUDENT INC	H2S STUDENT RANSPORTATION DECEMBER 2019	04/30/2020	\$ 574,509.64
8412	MAIN LINE TRANSPORTATION INC (MTI)	TRANSPORTATION	04/02/2020	\$ 420,367.88
8685	MASS MUTUAL FINANCIAL GROUP	INS	04/23/2020	\$ 205,972.90
8677	INTERMEDIATE DIST 287	MONTHY PAYMENT APRIL 2020	04/23/2020	\$ 129,915.00
8521	XCEL ENERGY	MONTHLY SERV DUE	04/09/2020	\$ 105,197.37
8680	KRAUS-ANDERSON CONSTRUCTION CO	Mgmt Services	04/23/2020	\$ 96,537.19
8722	ARCTIC WOLF NETWORKS INC	Annual renewal of security software	04/30/2020	\$ 72,880.00
8403	KINECT ENERGY INC	FEB 2020 MONTHLY SERV	04/02/2020	\$ 68,106.78
8748	NORTH HENNEPIN COMMUNITY COLLEGE	ENROLLMENT	04/30/2020	\$ 64,125.00
8444	SFM MUTUAL INSURANCE CO	SFM WORK COMP CLAIMS FEB 20	04/02/2020	\$ 62,679.91
709397	HILLYARD INC MINNEAPOLIS	CUSTODIAL SUPPLIES	04/30/2020	\$ 41,054.16
8649	CITY OF WAYZATA	LAND DISTURBANCE FEE	04/16/2020	\$ 36,932.53
8465	UPPER LAKE FOODS	PRIME VENDOR	04/02/2020	\$ 35,536.12
8492	COLLABORATIVE STUDENT TRANSPORTATION	TRANS	04/09/2020	\$ 32,332.89
8416	MCKINSTRY ESSENTION LLC	EMS - Commissioning Project	04/02/2020	\$ 30,000.00
8542	COLLABORATIVE STUDENT TRANSPORTATION	TRANS	04/16/2020	\$ 29,703.49
8702	TIERNEY BROTHERS, INC.	Smart Panels	04/23/2020	\$ 27,300.00
8512	PLYMOUTH ICE CTR	BOYS HOCKEY ICE TIME	04/09/2020	\$ 27,248.75
8519	UPPER LAKE FOODS	FOOD - COVID 19 MEALS	04/09/2020	\$ 21,045.87
8400	INTERMEDIATE DIST 287	TUITION	04/02/2020	\$ 20,658.65
8510	OPG-3 INC	SUBSCRIPTION	04/09/2020	\$ 19,950.00
8487	CESO TRANSPORTATION, LLC	TRANS	04/09/2020	\$ 19,631.73
8428	NYSTROM PUBLISHING COMPANY	PROF SERV	04/02/2020	\$ 19,520.94
8725	BULLIS INSURANCE AGENCY LLC	BUILDER RISK POLICY	04/30/2020	\$ 19,492.00
8491	CITY OF PLYMOUTH	WATER	04/09/2020	\$ 19,279.89
8476	MADISON NATIONAL LIFE INSURANCE COMPANY	Ins. Tracking Billing	04/02/2020	\$ 18,609.49
8708	MADISON NATIONAL LIFE INSURANCE COMPANY	Ins. Tracking Billing	04/29/2020	\$ 18,600.98
8638	LIFE INSURANCE CO OF NORTH AMERICA	Payroll accrual	04/16/2020	\$ 17,243.36
8765	UPPER LAKE FOODS	PRIME VENDOR	04/30/2020	\$ 16,952.76
8511	PAMS LUNCHROOM LLC	CSF - CREDIT CARD FEES	04/09/2020	\$ 14,859.83
8477	ACADEMIC EXCELLENCE LLC	PROF SERV	04/09/2020	\$ 14,304.24
8643	SCHOOL SERVICE EMPLOYEES	Payroll accrual	04/16/2020	\$ 13,199.40
8713	SCHOOL SERVICE EMPLOYEES	Payroll accrual	04/30/2020	\$ 13,094.41
8758	SOUTH CENTRAL SERVICE COOPERATIVE	WHITE COPY PAPER	04/30/2020	\$ 12,115.20
8414	MASTERS PLUMBING HEATING & COOLING LLC	GL SCHOOL 2019 WORK	04/02/2020	\$ 12,000.00
8738	IOCP	APRIL 2020 comm ed rent	04/30/2020	\$ 11,710.08
8773	ZMD ENGINEERED SOLUTIONS LLC	PROF SERV	04/30/2020	\$ 11,500.00
8651	AFFINITECH INC	HS FORUM ROOM	04/23/2020	\$ 10,603.69
8664	CITY OF PLYMOUTH	ANNUAL LIFT STATION MAINT FEE	04/23/2020	\$ 10,150.00
8770	WASTE MANAGEMENT OF WI	MONTHLY SERVICE	04/30/2020	\$ 9,996.79
8756	RUPP, ANDERSON, SQUIRES & WALDSPURGER PA	PROF SERV	04/30/2020	\$ 9,982.31
8737	HANUS ENTERPRISES,LLP	APRIL 20 bus garage rent	04/30/2020	\$ 9,123.37
8639	LIFE INSURANCE CO OF NORTH AMERICA	Payroll accrual	04/16/2020	\$ 8,714.29
8624	VARITRONICS, LLC	Poster Printer	04/16/2020	\$ 8,503.00
8436	PROMOWEAR	MISC SUPPLIES WELLNESS/BENEFIT FAIR ITEMS	04/02/2020	\$ 8,098.47
709359	TRIO SUPPLY CO	PAPER SUPPLIES	04/02/2020	\$ 8,074.17
8405	KRAUS-ANDERSON CONSTRUCTION CO	CMS - GC's and Reimbursables	04/02/2020	\$ 7,589.58
8727	CDW GOVERNMENT LLC	PROF SERV	04/30/2020	\$ 7,521.04
709363	BRAUN INTEREC CORP	PROF SERV OW EARLY LEARNING ADDITION	04/09/2020	\$ 7,483.00
8417	MEDINA GOLF & COUNTRY CLUB	(A)BOYS SWIM BANQUET	04/02/2020	\$ 6,382.55
8348	1ST CHOICE PEDIATRIC HOME CARE	Nursing	04/02/2020	\$ 6,254.00
8667	DAIKIN APPLIED	SERVICE	04/23/2020	\$ 6,120.95
8557	GEMINI ATHLETIC WEAR	SUPPLIES	04/16/2020	\$ 6,004.00
709402	RELATE COUNSELING CTR	Relate MH services	04/30/2020	\$ 5,989.58
8507	LOFFLER COMPANIES INC	WPS COPIER FLEET MAINTENANCE	04/09/2020	\$ 5,726.85
709388	XEROX CORPORATION	D110 COPIER LEASE & MAINTENANCE	04/23/2020	\$ 5,717.39
8692	PRINCETON HEALTH PRESS	HEALTH CURR FOR MID SCHOOLS	04/23/2020	\$ 5,676.00
8376	DIVERSIFIED SNACK DISTRIBUTION INC	SNACKS	04/02/2020	\$ 5,529.61

8475	LIFE INSURANCE CO OF NORTH AMERICA	Ins. Tracking Billing	04/02/2020	\$	5,479.05
8707	LIFE INSURANCE CO OF NORTH AMERICA	Ins. Tracking Billing	04/29/2020	\$	5,461.54
8659	ARVIG	MONTHLY INTERNET	04/23/2020	\$	5,306.95
8762	TYLER TECHNOLOGIES INC	SOFTWARE MAINTENANCE & SUPPORT	04/30/2020	\$	5,264.73
709345	MOTG (MN OFFICE TECHNOLOGY GRP)	QUARTERLY MAINT	04/02/2020	\$	5,024.46
8689	NORMANDEALE COMMUNITY COLLEGE	SPRING SEMESTER	04/23/2020	\$	5,000.00
709371	STAPLES BUSINESS ADVANTAGE	OFFICE SUPPLIES	04/09/2020	\$	4,767.11
8562	HALDEMAN-HOMME, INC	EMS - 09F Wood Flooring	04/16/2020	\$	4,750.00
8583	LOFFLER COMPANIES INC	MOLLY PLATISHA ART DIGITAL PHOTOGRAPHY PRINTER	04/16/2020	\$	4,737.44
8668	DIGITAL INSURANCE LLC	WELLNESS PREDICTIVE ANALYTICS	04/23/2020	\$	4,704.00
709335	BSN SPORTS	EMBROIDERY	04/02/2020	\$	4,620.42
8372	COMMERCIAL DOOR SYSTEMS INC	SUPPLIES	04/02/2020	\$	4,478.73
8686	MILLER 32ND AVE, LLC	APRIL 20 Bus Driver lot	04/23/2020	\$	4,224.01
8389	GROUP HEALTH INC-WORKSITE	WORKERS COMP	04/02/2020	\$	4,113.50
8619	THE TOUCH PROS	PROF SERV	04/16/2020	\$	4,000.00
709357	TEAM SPORTING GOODS, INC	TRACK EQUIPMENT	04/02/2020	\$	3,807.92
8459	ST PAUL BEVERAGE SOLUTIONS, LLC	MILK PRODUCTS	04/02/2020	\$	3,804.21
8544	CUSTOM DRYWALL INC	EMS - 09A Drywall and Framing	04/16/2020	\$	3,619.74
8603	PHASOR ELECTRIC CO	EMS - 26A Electrical	04/16/2020	\$	3,598.19
709399	INSTITUTE FOR ENVIRONMENTAL ASSESSMENT	PROF SERV	04/30/2020	\$	3,550.25
8366	CANON FINANCIAL SERVICES INC	WHS COPY CENTER COPIERS LEASE	04/02/2020	\$	3,452.20
8473	XCEL ENERGY	MONTHLY SERV DUE	04/02/2020	\$	3,253.35
8682	LIFETIME FITNESS, INC.	Lifetime fitness locker room rental	04/23/2020	\$	3,181.76
8729	DIVERSIFIED SNACK DISTRIBUTION INC	CMS - FOOD - COVID 19 MEALS	04/30/2020	\$	3,099.93
8484	BLB CONSULTING LLC	PROF SERV	04/09/2020	\$	3,080.00
8442	RUSH CREEK GOLF CLUB	(A)ALPINE SKI BANQUET	04/02/2020	\$	3,050.16
8371	COLLEGE TOWN PIZZA INC	PIZZA - ALA CARTE	04/02/2020	\$	2,992.50
8418	MEDINA ENTERTAINMENT CTR	(A)DANCE TEAM BANQUET	04/02/2020	\$	2,941.03
8356	AMAZON CAPITAL SERVICES INC	OFFICE AND CLASSROOM SUPPLIES	04/02/2020	\$	2,931.43
8388	GOLDEN VALLEY SUPPLY CO	SUPPLIES	04/02/2020	\$	2,842.40
8502	JAYTECH INC	SUPPLIES	04/09/2020	\$	2,680.00
8698	SPHERO INC	PTO-TECH DEPT POWER PACK	04/23/2020	\$	2,649.99
8451	STEMFUSE, LLC	GAME IT	04/02/2020	\$	2,600.00
8665	COGENT COMMUNICATIONS INC	MONTHLY INTERNET	04/23/2020	\$	2,572.58
709408	TRI-DIM FILTER CORP	SUPPLIES	04/30/2020	\$	2,558.38
8529	BASSETT CREEK WATERSHED MGMT	APPLICATION FEE EMS	04/16/2020	\$	2,500.00
8530	BASSETT CREEK WATERSHED MGMT	APPLICATION FEE SH	04/16/2020	\$	2,500.00
8613	SMARTFIX LLC	IPAD REPAIRS	04/16/2020	\$	2,475.00
8392	H BROOKS AND COMPANY LLC	Non-DOD Produce	04/02/2020	\$	2,459.95
8717	AGL CONSULTING LTD	CONSULTING SERVICES	04/30/2020	\$	2,430.00
8401	JAYTECH INC	SUPPLIES	04/02/2020	\$	2,407.00
8549	EBERT CONSTRUCTION	EMS - 02A Demolition	04/16/2020	\$	2,401.60
8540	CITY OF PLYMOUTH	APPLICATION FEE KL	04/16/2020	\$	2,365.00
8739	KINDEM DESIGN INC.	PROF SERV	04/30/2020	\$	2,350.00
8394	HIREQUEST	PROF SERV	04/02/2020	\$	2,322.00
8427	NIMERFROH, JOAN	PROF SERV	04/02/2020	\$	2,277.54
8704	US BANK	2013A COP	04/23/2020	\$	2,200.00
8759	ST PAUL BEVERAGE SOLUTIONS, LLC	MILK PRODUCTS	04/30/2020	\$	2,110.21
8493	TERRELL DANIELS	PROF SERV	04/09/2020	\$	2,100.00
8494	GARVEY COMMUNICATIONS	PROF SERV	04/09/2020	\$	2,100.00
8662	CENTERPOINT ENERGY	MONTHLY SERVICE	04/23/2020	\$	2,084.27
8735	H BROOKS AND COMPANY LLC	PRODUCE - COVID 19 MEALS	04/30/2020	\$	2,079.68
709389	COMMERCIAL KITCHEN SERVICES	SSH HB EQUIP REPAIR	04/30/2020	\$	2,019.20
8408	MACHINE SAFETY MGMT	District - Machine Gaurding	04/02/2020	\$	1,974.91
8660	CDW GOVERNMENT LLC	WHS B204 Upgrade	04/23/2020	\$	1,949.54
8656	AMAZON CAPITAL SERVICES INC	OFFICE AND CLASSROOM SUPPLIES	04/23/2020	\$	1,882.77
709368	MEI - MINNESOTA ELEVATOR INC	SERVICE EMS	04/09/2020	\$	1,855.84
8358	ASSOCIATED BENEFITS AND RISK CONSULTING	INJURY MGMT	04/02/2020	\$	1,775.00
709356	STAPLES BUSINESS ADVANTAGE	CMS 6TH GRADE SILVER/BLUE CLASSROOM SUPPLIES	04/02/2020	\$	1,717.05
709351	RELATE COUNSELING CTR	MENTAL HEALTH SERVICES FEB 2020	04/02/2020	\$	1,710.00
8373	CONTEMPORARY IMAGES INC	PASSES & POSTCARDS FOR STUDENTS	04/02/2020	\$	1,693.63
8734	GROTH MUSIC CO	PTO GRANT UKUELE	04/30/2020	\$	1,680.00
8495	H BROOKS AND COMPANY LLC	PRODUCE - COVID 19 MEALS	04/09/2020	\$	1,622.08
709391	GOODIN CO	SUPPLIES	04/30/2020	\$	1,615.30
709364	BSN SPORTS	(A) GBB REVERSIBLES	04/09/2020	\$	1,606.24

8480	AMAZON CAPITAL SERVICES INC	OFFICE AND CLASSROOM SUPPLIES	04/09/2020	\$	1,598.07
709376	FOLLETT SCHOOL SOLUTIONS INC	SERVICE RENEWAL	04/23/2020	\$	1,572.90
8513	PREMIUM WATERS INC	MONTHLY SERVICE SH	04/09/2020	\$	1,567.45
709366	ECOLAB PEST ELIMINATION DIV	EMS PEST CONTROL	04/09/2020	\$	1,566.46
8506	LEVEL8CREATIVE LLC	SYSTEM UPDATES	04/09/2020	\$	1,550.00
709372	TRIO SUPPLY CO	SERV SUPPLIES - COVID 19	04/09/2020	\$	1,528.33
8426	NETWORK DESIGN INC	CMS & EMS CONSTRUCTION	04/02/2020	\$	1,486.45
8432	PINNACLE ENGINEERING INC	SH - Wetland services	04/02/2020	\$	1,448.75
709362	BOILER SERVICES, INC	EMS BOILER REPAIR	04/09/2020	\$	1,386.26
8696	SCHWAB VOLLHABER LUBRATT INC	SERVICE	04/23/2020	\$	1,356.03
8520	WAYZATA RESULTS, INC	EVENT DEPOSITS	04/09/2020	\$	1,350.00
8390	H & L MESABI CO	SUPPLIES	04/02/2020	\$	1,305.00
8672	GREAT LAKES COCA-COLA DISTRIBUTION LLC	BEVERAGES	04/23/2020	\$	1,287.77
709373	ULINE SHIPPING SUPPLY	SUPPLIES	04/09/2020	\$	1,265.88
8720	AMAZON CAPITAL SERVICES INC	OFFICE AND CLASSROOM SUPPLIES	04/30/2020	\$	1,253.17
8382	EMBROIDERY SHOP INC	(A)BOYS SWIM TEAM JACKETS	04/02/2020	\$	1,196.72
8486	CENTERPOINT ENERGY	MONTHLY SERV	04/09/2020	\$	1,174.83
8431	PEPSI BEVERAGES COMPANY	HS ALA CARTE	04/02/2020	\$	1,171.09
8706	WONDER WORKSHOP INC	DASH ROBOTS PTA GRANT	04/23/2020	\$	1,147.98
709380	NORCOSTCO INC	CMS - Rigging repair	04/23/2020	\$	1,141.99
8368	CENTERPOINT ENERGY	MONTHLY SERVICE DEC 19	04/02/2020	\$	1,135.02
8688	MN STATE HIGH SCHOOL LEAGUE	SUPPLIES	04/23/2020	\$	1,132.00
8399	INGRAM LIBRARY SERVICES	BOOKS	04/02/2020	\$	1,127.76
8360	BOARD OF SCHOOL SUPERINTENDENTS LLC	PROFESSIONAL DEVELOPMENT	04/02/2020	\$	1,125.00
709403	RETROFIT COMPANIES INC	SERVICE	04/30/2020	\$	1,118.00
709367	HI-TECH REFRIGERATION	SERVICE OW HOMEBASE	04/09/2020	\$	1,097.68
709352	RETROFIT COMPANIES INC	SERVICE	04/02/2020	\$	1,090.15
8423	MN PRINT MANAGEMENT	A/P Check Order	04/02/2020	\$	1,079.40
8351	ACME TOOLS - PLYMOUTH	SUPPLIES	04/02/2020	\$	1,078.12
8669	ELM CREEK WATERSHED MGMT COMMISSION	PERMIT APPLICATION	04/23/2020	\$	1,067.50
8697	SMARTFIX LLC	IPAD REPAIRS	04/23/2020	\$	1,035.00
8406	LARSON CO, J. H.	SUPPLIES	04/02/2020	\$	1,028.53
8365	BUCK HILL SKI AREA	ALPINE LIFT TICKETS	04/02/2020	\$	1,020.00
8364	BRUEGGER'S ENTERPRISES INC	BREAD PRODUCTS BAL DUE	04/02/2020	\$	1,003.20
8678	INTERFAITH OUTREACH	PROF SERV	04/23/2020	\$	1,000.00
8625	VEIT & COMPANY INC	EMS - 31A Site Clearing	04/16/2020	\$	998.93
8516	ST PAUL BEVERAGE SOLUTIONS, LLC	COVID 19 MEALS - MILK	04/09/2020	\$	998.78
8396	HOLDAHL CO	SUPPLIES	04/02/2020	\$	994.32
8378	EARL F ANDERSEN INC	WHS SIGNS	04/02/2020	\$	988.85
8435	PROFESSIONAL INTERPRETING	2019-20 Blanket EL interpreting	04/02/2020	\$	988.80
8736	H & B SPECIALIZED PRODUCTS	SERVICE	04/30/2020	\$	950.00
8763	TYSON FOODS INC	COMMODITY BEEF PRODUCTS	04/30/2020	\$	922.80
8367	CD TILE & STONE INC	SERVICE	04/02/2020	\$	890.00
709374	XEROX CORPORATION	XEROX D110 COPIER BLANKET	04/09/2020	\$	887.94
709384	STAPLES BUSINESS ADVANTAGE	Supplies - Covid 19 Closure	04/23/2020	\$	883.94
8754	R J MECHANICAL INC	INSTALLED WATER LINE FOR COFFEE MAKER AT CMS	04/30/2020	\$	878.36
709358	TRI-DIM FILTER CORP	SUPPLIES	04/02/2020	\$	839.02
709405	SCHMITT MUSIC CO	REPAIRS	04/30/2020	\$	837.00
8450	SPIRITWEAR USA	T-SHIRTS	04/02/2020	\$	829.75
8694	PUBLIC STORAGE 08316	MAY 2020 OFFSITE STORAGE	04/23/2020	\$	816.00
8693	PROMOWEAR	CLUB YES T-SHIRT	04/23/2020	\$	815.00
8726	CANON	REFUND FOR CANON	04/30/2020	\$	800.00
709336	COMMERCIAL KITCHEN SERVICES	COMBI WATER FILTERS WMS	04/02/2020	\$	797.56
8503	KINECT ENERGY INC	MONTHLY MGMT FEE APRIL 2020	04/09/2020	\$	788.00
8684	MARS CO, W. P. & R.S.	SUPPLIES	04/23/2020	\$	776.48
8661	CENGAGE LEARNING INC	EL INSIDE B FOR CMS	04/23/2020	\$	770.00
8679	IRON MOUNTAIN	STORAGE	04/23/2020	\$	744.83
8681	LANGUAGE LINE SERVICES	LANGUAGE LINE	04/23/2020	\$	722.93
8766	VERIZON WIRELESS	MONTHLY SERV	04/30/2020	\$	720.18
709407	TEAM SPORTING GOODS, INC	SUPPLIES	04/30/2020	\$	710.43
8517	T-MOBILE USA, INC	SERVICE	04/09/2020	\$	709.00
8448	SIPE, PATRICK	(A) EQUIPMENT RENTAL	04/02/2020	\$	684.30
709379	LOFFLER COMPANIES INC	WHS COPY CENTER IONS SOFTWARE MAINTENANCE	04/23/2020	\$	670.00
709337	DELTA EDUCATION	Science Kit Replacement Items	04/02/2020	\$	640.08
8500	HOME DEPOT/GEFC	SUPPLIES	04/09/2020	\$	624.86

8536	BUILDING MATERIAL SUPPLY INC	SUPPLIES	04/16/2020	\$	622.67
8671	GLAZIER FOOTBALL CLINICS	SUBSCRIPTION	04/23/2020	\$	599.00
709406	STAPLES BUSINESS ADVANTAGE	CHINESE CLUB STORAGE BINS	04/30/2020	\$	595.48
8515	SPRAYING SYSTEMS CO	SERVICE	04/09/2020	\$	592.00
8497	HAVE YA HERD LLC	PROF SERV	04/09/2020	\$	585.00
8430	PARALLEL TECHNOLOGIES INC	DAB DATA WIRING	04/02/2020	\$	578.26
8622	UPPER LAKE FOODS	PRIME VENDOR	04/16/2020	\$	572.14
8752	PURSUIT MARTIAL ARTS ACADEMY	CLASSES	04/30/2020	\$	570.00
709361	VERNIER SOFTWARE & TECHNOLOGY	Science classroom supplies	04/02/2020	\$	549.96
8705	WESTBERG, MICHELLE	(A)PLAYER JOURNALS	04/23/2020	\$	549.12
709349	REALLY GOOD STUFF	Reading Intervention book pouches	04/02/2020	\$	544.89
8550	ELIAS, DAVID	WOLF RIDGE REFUND	04/16/2020	\$	530.00
8594	MN LANDSCAPE ARBORETUM	BV FIELD TRIP	04/16/2020	\$	527.50
8472	WILDLIFE SCIENCE CTR	WOLF PROG	04/02/2020	\$	525.00
8741	LAKE CONFERENCE	PROF SERV	04/30/2020	\$	509.00
8471	WESTMARK PRODUCTIONS	ORCHESTRA ACTIVITIES	04/02/2020	\$	505.00
8352	ALLINA HEALTH	HEALTH SERV	04/02/2020	\$	488.00
8670	GENEST-STEIN, PHYLLIS	PROF SERV	04/23/2020	\$	480.00
8375	DENNY'S 5TH AVENUE BAKERY	BREAD	04/02/2020	\$	461.10
8591	MICKELSON, JEREMY	WOLF RIDGE REFUND	04/16/2020	\$	455.00
709354	SCHOOL HEALTH CORP	NW WK SUPPLIES MARCH	04/02/2020	\$	453.70
8673	GROTH MUSIC CO	Recorders for 4th Grade	04/23/2020	\$	444.70
8379	EBC (EDUCATORS BENEFIT CONSULTANTS)	admin and compliance service	04/02/2020	\$	439.03
8452	STEP SAVER INC	BULK SALT	04/02/2020	\$	418.00
8675	INGINA LLC	PROF SERV	04/23/2020	\$	415.20
8369	COLLEGE BOARD AP EXAMS	MEMBERSHIP FEE	04/02/2020	\$	400.00
8614	SNO SITES	WHS TROJAN NEWSPAPER/DOMAIN	04/16/2020	\$	400.00
8744	MN ASSN FOR CHIDREN'S MENTAL HEALTH	SPED - ESC	04/30/2020	\$	400.00
8580	LERN - LEARNING RESOURCES NETWORK	MEMBERSHIP	04/16/2020	\$	395.00
8732	FASTSIGNS	BANNER	04/30/2020	\$	383.65
8474	ZEE MEDICAL SERVICE	SUPPLIES	04/02/2020	\$	382.60
709340	HORIZON COMMERCIAL POOL SUPPLY	SUPPLIES	04/02/2020	\$	381.45
8374	CENTER FOR THE COLLABORATIVE CLASSROOM	WEBINAR ELEM PRINC	04/02/2020	\$	375.00
8429	OXHERD PIZZA INC.	WMS - Ala Carte Pizza	04/02/2020	\$	375.00
709400	MACKIN EDUCATIONAL RESOURCES	MEDIA CENTER BOOKS	04/30/2020	\$	372.87
8526	AMERICAN STRUCTURAL METALS INC	EMS - 05A Structural Steel	04/16/2020	\$	370.05
8695	RATWIK, ROSZAK & MALONEY, P.A.	PROF SERV	04/23/2020	\$	368.00
8641	PHEAA	Payroll accrual	04/16/2020	\$	366.53
8712	PHEAA	Payroll accrual	04/30/2020	\$	366.53
709339	FUN EXPRESS LLC	FIRST GRADE CAPS-POT HOLDERS	04/02/2020	\$	359.92
8482	APPLE INC	Apple blanket PO for replacement parts	04/09/2020	\$	355.95
8658	APPLE INC	Apple blanket PO for replacement parts	04/23/2020	\$	355.95
8721	APPLE INC	Apple blanket PO for replacement parts	04/30/2020	\$	355.95
8525	AMAZON CAPITAL SERVICES INC	GW WK SUPPLIES FEB	04/16/2020	\$	352.82
709409	TRIO SUPPLY CO	SERV SUPPLIES - COVID 19	04/30/2020	\$	348.45
8635	COMMUNITY HEALTH CHARITIES	Payroll accrual	04/16/2020	\$	348.00
8709	COMMUNITY HEALTH CHARITIES	Payroll accrual	04/30/2020	\$	348.00
8381	ELLISON EDUCATIONAL EQUIPMENT	Die Cut Machine	04/02/2020	\$	343.70
8362	BRIN GLASS SERVICE	SERVICE & PARTS	04/02/2020	\$	334.00
8543	COUNTRYSIDE CATERING	EVENT DATE COM ED	04/16/2020	\$	328.93
8407	LETTERMEN SPORTS	BHO EQUIPMENT	04/02/2020	\$	319.00
8421	MINVALCO	SUPPLIES	04/02/2020	\$	307.77
8398	HUDSON IRISH DANCE ACADEMY	PHYS ED	04/02/2020	\$	300.00
8527	ANDERSON, SARAH	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8528	ANDERSON, TRAVIS	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8532	BOCKSELL, TROY	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8534	BRAHMBHATT, NIKHIL	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8537	BURSTEIN, STEVE	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8546	DE LOS SANTOS, DAWN	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8553	FARREY, CHANDRA	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8555	GAGNON, HEATHER	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8560	GUTTMAN, MATTHEW	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8571	JOHNSON, JENNIFER	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8574	KOVRT, KEVIN	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8575	KUMARI, ANJU	WOLF RIDGE REFUND	04/16/2020	\$	300.00

8577 LAM, HEATHER	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8578 LEATHERMAN, MARY	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8579 LENZEN, DAVID	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8582 LI, XIAN	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8584 LYON, JOAN	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8586 MATHUR, AMIT	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8588 MEMON, UMBER	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8595 MOHS, MICHAEL	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8597 NABEDRICK, STACIE	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8598 PEARSON, PHILLIP	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8599 PELLEGRINESCHI, BERTHA	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8602 PFOTENHAUER, LUKE	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8605 QUEH, ORETHA	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8606 RAI, MANISH	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8608 SABIN, ANDREA	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8615 SUN, XIAOQUANG	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8616 SUPPES, KIM	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8618 TAPPER, HOLLY	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8621 TRINGALI, BIBI	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8623 VANDENBRINK, JENNIFER	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8630 ZARASZCZAK, ELI	WOLF RIDGE REFUND	04/16/2020	\$	300.00
8683 MARCO CO	BUCKET SANDBLASTING	04/23/2020	\$	300.00
192001392 LOPEZ, LAURA	REIMBURSMENT	04/16/2020	\$	300.00
709381 SCHOOL SPECIALTY	WHITEBOARDS	04/23/2020	\$	298.12
8547 DESAI, AMUL	WOLF RIDGE REFUND	04/16/2020	\$	287.50
8573 KOHORST, CRAIG	WOLF RIDGE REFUND	04/16/2020	\$	287.50
8596 MONDAL, ARIJIT	WOLF RIDGE REFUND	04/16/2020	\$	287.50
8514 PROFESSIONAL INTERPRETING	2019-20 Blanket EL interpreting	04/09/2020	\$	285.60
8353 ALL STRINGS ATTACHED	ORCHESTRA CLASSROOM SUPPLIES	04/02/2020	\$	279.00
8568 HOLMES, BENJAMIN	WOLF RIDGE REFUND	04/16/2020	\$	275.00
192001397 STARK, LINDSAY	REIMBURSMENT	04/16/2020	\$	275.00
8361 BREADSMITH	HS - BREAD PRODUCTS	04/02/2020	\$	274.16
8397 HOUSE OF NOTE	ORCHESTRA INSTRUMENT REPAIR	04/02/2020	\$	270.00
8745 MN CLAY USA - MIDWEST	SUPPLIES	04/30/2020	\$	266.43
8558 GIVINDARAJAN, OMAR	WOLF RIDGE REFUND	04/16/2020	\$	262.50
8585 MALLAPADI, SRINIVASA	WOLF RIDGE REFUND	04/16/2020	\$	262.50
8769 WALBRAN, SHARON	PROF SERV	04/30/2020	\$	262.50
8402 JOHNSON, RACHEL	(A)GIRLS BASKETBALL SENIOR NIGHT	04/02/2020	\$	262.49
8425 MRI SOFTWARE LLC	PROF SERV	04/02/2020	\$	260.00
709375 ALLEGRA PRINT & IMAGING	SH POSTCARDS	04/23/2020	\$	257.76
8385 FOLLETT SCHOOL SOLUTIONS INC	SUPPLIES	04/02/2020	\$	254.13
8730 DRYWALL SUPPLY INC	SUPPLIES	04/30/2020	\$	253.06
192001391 LENTZ, CHRISTINE	REIMBURSMENT	04/16/2020	\$	250.78
8387 GM FINANCIAL LEASING	WHS Parking Lot Car Lease	04/02/2020	\$	250.34
8395 HOFSTAD, KATHRYN	CUL REFUND	04/02/2020	\$	250.00
8470 WERB, PAMELA	PROF SERV	04/02/2020	\$	250.00
8523 ACKERLY, CHRISTOPHER	WOLF RIDGE REFUND	04/16/2020	\$	250.00
8572 KARBAN, TAMI	WOLF RIDGE REFUND	04/16/2020	\$	250.00
8576 KVISTBERG, KURT	WOLF RIDGE REFUND	04/16/2020	\$	250.00
8617 TANTRY, VALLABHA	WOLF RIDGE REFUND	04/16/2020	\$	250.00
8609 SCORE, JOHN	WOLF RIDGE REFUND	04/16/2020	\$	247.50
8640 MOVEFWD INC (FORMERLY TEENS ALONE)	Payroll accrual	04/16/2020	\$	246.50
8711 MOVEFWD INC (FORMERLY TEENS ALONE)	Payroll accrual	04/30/2020	\$	246.50
8750 OLSEN CHAIN & CABLE INC	INSPECTION REPORT	04/30/2020	\$	245.00
709378 COMMERCIAL KITCHEN SERVICES	PROF SERV	04/23/2020	\$	244.75
8690 POPP COMMUNICATIONS	Blanket PO for long distance calls	04/23/2020	\$	243.30
192001384 GROMMESH, JONATHAN	REIMBURSMENT	04/16/2020	\$	241.67
8535 BROWN, SARA	WOLF RIDGE REFUND	04/16/2020	\$	237.50
8538 BUTKOWSKI, ERIN	WOLF RIDGE REFUND	04/16/2020	\$	237.50
8570 JEFFERS, ALINA	WOLF RIDGE REFUND	04/16/2020	\$	237.50
8587 MCGEE, SHANNON	WOLF RIDGE REFUND	04/16/2020	\$	237.50
8604 PUNNA, KAVITHA	WOLF RIDGE REFUND	04/16/2020	\$	237.50
8627 WANG, LAI	WOLF RIDGE REFUND	04/16/2020	\$	237.50
8468 VIKING ELECTRIC SUPPLY, INC	SUPPLIES	04/02/2020	\$	237.05
709377 INNOVATIVE OFFICE SOLUTIONS	NW MAGNETIC MARKER TRAY	04/23/2020	\$	236.25

8478 ALLINA HEALTH SYSTEM	PRE EMP SCREEN	04/09/2020	\$	235.00
8533 BODOR, ROBERT	WOLF RIDGE REFUND	04/16/2020	\$	230.00
8548 DIXON, STEPHEN	WOLF RIDGE REFUND	04/16/2020	\$	230.00
8563 HANSON, BRYAN	WOLF RIDGE REFUND	04/16/2020	\$	230.00
8566 HICOK, KRISTIN	WOLF RIDGE REFUND	04/16/2020	\$	230.00
8610 SHARIF, ALIA	WOLF RIDGE REFUND	04/16/2020	\$	230.00
192001378 CHAMBS, COLLEEN	REIMBURSMENT	04/16/2020	\$	225.00
192001406 CELLURALE, COREY	REIMBURSMENT	04/30/2020	\$	220.39
8453 STOWE, MARSHA	(A)BOYS SWIM & DIVE SECTION T-SHIRTS	04/02/2020	\$	215.00
8628 WELLIVER, SHERRY	WOLF RIDGE REFUND	04/16/2020	\$	215.00
8559 GONZALEZ, MARIA	WOLF RIDGE REFUND	04/16/2020	\$	212.50
8593 MILLER, JENNIFER	WOLF RIDGE REFUND	04/16/2020	\$	212.50
8600 PENG, YI	WOLF RIDGE REFUND	04/16/2020	\$	212.50
8626 WANG, BING	WOLF RIDGE REFUND	04/16/2020	\$	208.50
8647 WAYZATA EDUCATION ASSN	Payroll accrual	04/16/2020	\$	208.50
8419 MIDWEST AUDIO VISUAL	PCS EQUIPMENT REPAIRS	04/02/2020	\$	207.00
8350 ACCUCUT LLC	STUDENT COUNCIL SUPPLIES/SURVIVOR	04/02/2020	\$	205.00
8415 MCKENZIE, MARY	(A)GIRLS BASKETBALL SENIOR NIGHT SUPPLIES	04/02/2020	\$	202.57
192001414 WINDSOR, CYNTHIA	REIMBURSMENT	04/30/2020	\$	201.83
709333 ANCOM COMMUNICATIONS	WHS OPERATIONS & MAINT	04/02/2020	\$	201.50
8701 ST PAUL BEVERAGE SOLUTIONS, LLC	MILK	04/23/2020	\$	200.71
8524 AHMED, FADUMO	WOLF RIDGE REFUND	04/16/2020	\$	200.00
8545 DAVIS, TANAYA	WOLF RIDGE REFUND	04/16/2020	\$	200.00
8551 ERIKSON, JENNIFER	WOLF RIDGE REFUND	04/16/2020	\$	200.00
8589 MERDA, MARK	WOLF RIDGE REFUND	04/16/2020	\$	200.00
8771 WAYZATA HIGH SCHOOL SENIOR CLASS PARTY	MARCH 2020 HS - PARENT TABLEWASHERS	04/30/2020	\$	200.00
192001411 REHBINE, AMY	REIMBURSMENT	04/30/2020	\$	200.00
8691 PREMIUM WATERS INC	WATER SERV	04/23/2020	\$	194.43
8509 MRI SOFTWARE LLC	PROF SERV	04/09/2020	\$	191.00
8767 VIDEO CONTINUING EDUCATION, LLC	SUBSCRIPTION	04/30/2020	\$	189.00
8561 H BROOKS AND COMPANY LLC	HS - Non-DOD Produce BAL DUE	04/16/2020	\$	188.25
709360 ULINE SHIPPING SUPPLY	SUPPLIES	04/02/2020	\$	187.89
8601 PFEIFER, MICHELLE	WOLF RIDGE REFUND	04/16/2020	\$	187.50
8646 US DEPT OF EDUCATION	Payroll accrual	04/16/2020	\$	185.22
192001390 LARSON, JENNIFER	REIMBURSMENT	04/16/2020	\$	184.92
8441 ROZHANSKY, DAVID	CUL EXPRESS REFUND	04/02/2020	\$	177.45
8556 GDS LLC (GARY'S DIESEL SERVICE)	SERVICE	04/16/2020	\$	176.50
8349 A-1 OUTDOOR POWER INC	CHAIN SAW PARTS	04/02/2020	\$	174.11
8380 ECOLAB FOOD SAFETY SPECIALITES	All Schools - Alcohol Wipes	04/02/2020	\$	173.50
8569 JAISWAL, ANAMIKA	WOLF RIDGE REFUND	04/16/2020	\$	171.00
8359 BATTERIES R US	SUPPLIES	04/02/2020	\$	169.98
709369 NORCOSTCO INC	SUPPLIES	04/09/2020	\$	165.60
8636 FLORIDA STATE DISBURSEMENT UNIT	Payroll accrual	04/16/2020	\$	165.30
8710 FLORIDA STATE DISBURSEMENT UNIT	Payroll accrual	04/30/2020	\$	165.30
192001367 SKERBITZ, WILLIAM	REIMBURSMENT	04/02/2020	\$	163.61
8466 US FOODS CULINARY E & S	NW - SERVING SUPPLIES	04/02/2020	\$	162.95
192001387 JOHNSON, JERI	REIMBURSMENT	04/16/2020	\$	160.03
709341 INNOVATIVE OFFICE SOLUTIONS	KL CASCADE CASTERS	04/02/2020	\$	152.52
8437 PURE BARRE MAPLE GROVE	PHYS ED	04/02/2020	\$	150.00
8522 ABBULLE, AYAAN	WOLF RIDGE REFUND	04/16/2020	\$	150.00
8554 FISCHER, CHAD	WOLF RIDGE REFUND	04/16/2020	\$	150.00
8393 HERC-U-LIFT, INC	ANNUAL INSPECTION	04/02/2020	\$	149.36
709338 ECOLAB PEST ELIMINATION DIV	WHS PEST CONTROL	04/02/2020	\$	144.83
8447 SHERWIN-WILLIAMS	SUPPLIES	04/02/2020	\$	143.82
192001396 RUCHTI, JULIE	REIMBURSMENT	04/16/2020	\$	143.82
8650 ACCUCUT LLC	DIE-CUT PTA GRANT	04/23/2020	\$	142.50
8753 RINGSVEN, KAREN	CUL REFUND	04/30/2020	\$	142.25
8404 KOTH, DANA	(A)GIRLS BASKETBALL SENIOR NIGHT SUPPLIES	04/02/2020	\$	136.71
192001363 NOELTING, MELANIE	REIMBURSMENT	04/02/2020	\$	136.51
8422 MN CLAY USA - MIDWEST	CMS ART CLASSROOM SUPPLIES	04/02/2020	\$	135.74
192001394 NARVESON, CAROLYN	REIMBURSMENT	04/16/2020	\$	135.00
8645 US DEPARTMENT OF THE TREASURY	Payroll accrual	04/16/2020	\$	130.77
8731 ESSELMAN, JOETTE	CUL REFUND	04/30/2020	\$	128.55
8757 SHERWIN-WILLIAMS	SUPPLIES	04/30/2020	\$	121.14
8496 HAMEL BUILDING CTR	SUPPLIES	04/09/2020	\$	120.41

8676 INGRAM LIBRARY SERVICES	BOOKS	04/23/2020	\$	120.31
192001376 BUDKE, MEGAN	REIMBURSMENT	04/16/2020	\$	117.54
8648 WAYZATA EDUCATION FOUNDATION	Payroll accrual	04/16/2020	\$	117.00
8716 WAYZATA EDUCATION FOUNDATION	Payroll accrual	04/30/2020	\$	117.00
709390 ECOLAB PEST ELIMINATION DIV	MR PEST CONTROL	04/30/2020	\$	115.29
8746 MN SCHOOL BOARDS ASSN	CONF	04/30/2020	\$	115.00
8483 BERRY COFFEE COMPANY	MR COFFEE SERVICE	04/09/2020	\$	114.00
8590 MICHAELS, NATALIE	WOLF RIDGE REFUND	04/16/2020	\$	112.50
192001365 ROGERS, JUDY	REIMBURSMENT	04/02/2020	\$	112.13
8567 HOLLEY, CASSANDRA	WOLF RIDGE REFUND	04/16/2020	\$	110.50
8357 AMERICAN BOTTLING CO	BEVERAGES	04/02/2020	\$	110.00
8760 SUCH, MELISSA	CUL REFUND	04/30/2020	\$	108.15
192001405 BRADBURY, CHRISTINE	REIMBURSMENT	04/30/2020	\$	106.49
8386 GIANTS RIDGE-MESABI	NORDIC SKI PASSES	04/02/2020	\$	105.00
8740 KYLLO, PAULA	CUL REFUND	04/30/2020	\$	104.35
8715 WAYZATA EDUCATION ASSN	Payroll accrual	04/30/2020	\$	104.25
192001409 KIDD, MADISON	REIMBURSMENT	04/30/2020	\$	102.50
709343 MEI - MINNESOTA ELEVATOR INC	SERVICE	04/02/2020	\$	102.48
8460 UNLIMITED SUPPLIES	SUPPLIES	04/02/2020	\$	100.80
8440 ROE, ERIN	CHOIR ACCOMPANIST	04/02/2020	\$	100.00
8449 SORIA, ANSHUL	DI SUPPLY REIMBURSEMENT	04/02/2020	\$	100.00
8539 CARR, MEGAN	WOLF RIDGE REFUND	04/16/2020	\$	100.00
8552 FARAH, ABDINASIR	WOLF RIDGE REFUND	04/16/2020	\$	100.00
8611 SHAW, MOLLY	WOLF RIDGE REFUND	04/16/2020	\$	100.00
709353 SCHMITT MUSIC CO	BAND CLASSROOM SUPPLIES	04/02/2020	\$	99.50
8666 CROWN TROPHY	DECA PLAQUE	04/23/2020	\$	98.55
192001381 GHENT, MARSHA	REIMBURSMENT	04/16/2020	\$	97.71
192001375 BACKSTROM, STACY	REIMBURSMENT	04/16/2020	\$	97.50
709350 REINDERS	CREDIT	04/02/2020	\$	95.00
8443 SAXENA, PUNEET	DI SUPPLY REIMBURSEMENT	04/02/2020	\$	93.99
709398 HIRSHFIELD'S INC	SUPPLIES	04/30/2020	\$	92.34
8439 ROBBINSDALE AREA SCHOOLS ISD #281	LAUNDRY CAMP	04/02/2020	\$	92.12
192001353 BAKER, EILEEN	REIMBURSMENT	04/02/2020	\$	90.00
192001358 FINN, LORI	REIMBURSMENT	04/02/2020	\$	90.00
192001374 WINTERS, SARAH	REIMBURSMENT	04/02/2020	\$	90.00
709346 NORCOSTCO INC	WAYZATA PLAYERS	04/02/2020	\$	88.85
192001356 CRAWFORD, EVA	REIMBURSMENT	04/02/2020	\$	87.09
8663 CITI-CARGO & STORAGE	STORAGE	04/23/2020	\$	87.00
192001360 ICE, KRISTA	REIMBURSMENT	04/02/2020	\$	85.94
192001371 WEHRMANN, KARI	REIMBURSMENT	04/02/2020	\$	80.32
8504 KOSTANECKI, MAREK	BOYS TRACK REFUND	04/09/2020	\$	80.00
192001369 SWARTCHICK, KRISTINE	REIMBURSMENT	04/02/2020	\$	76.65
8485 BODOR, ROBERT	DI SUPPLY REIMBURSEMENT	04/09/2020	\$	75.03
709382 SHRED-N-GO	PROF SERVICES	04/23/2020	\$	75.00
192001354 BECK, MARIE	REIMBURSMENT	04/02/2020	\$	74.81
709342 MCKESSON MEDICAL-SURGICAL GOV SOLUTION	HELATH SERVICES	04/02/2020	\$	73.22
192001362 KOSKELA, SARA	REIMBURSMENT	04/02/2020	\$	72.97
8420 MILLER, BRIAN	SPEECH JUDGE	04/02/2020	\$	70.00
8424 MOYER, COLTON	SPEECH JUDGE	04/02/2020	\$	70.00
8467 VERMA, ADRIENNE	SPEECH JUDGE	04/02/2020	\$	70.00
8755 ROTARY CLUB OF PLYMOUTH	CE QUARTERLY DUES	04/30/2020	\$	70.00
8518 TOLL GAS & WELDING SUPPLY	SUPPLIES	04/09/2020	\$	69.14
192001352 AVERY, KERRY	REIMBURSMENT	04/02/2020	\$	67.13
8581 LI, SUN	WOLF RIDGE REFUND	04/16/2020	\$	67.00
192001380 GAPPA, AMY	REIMBURSMENT	04/16/2020	\$	65.50
192001393 MOSIER, MANDY	REIMBURSMENT	04/16/2020	\$	65.50
8644 UNITED WAY	Payroll accrual	04/16/2020	\$	64.50
8714 UNITED WAY	Payroll accrual	04/30/2020	\$	64.50
192001361 JOHNSON RISPALJE, JOETTE	REIMBURSMENT	04/02/2020	\$	63.08
8768 VIKING INDUSTRIAL CENTER	SUPPLIES	04/30/2020	\$	62.03
8742 LARSEN, KIMBERLY	CUL REFUND	04/30/2020	\$	61.80
8505 LASCH, ANDREW	OFFICIAL	04/09/2020	\$	61.00
8508 MCGIVERN, JAY	OFFICIAL	04/09/2020	\$	61.00
8743 METZGER, JENNIFER	CUL REFUND	04/30/2020	\$	60.45
192001368 SPAULDING, KALLIE	REIMBURSMENT	04/02/2020	\$	60.00

709348	PITSCO, INC	Science classroom supplies	04/02/2020	\$	59.85
8438	READING READING BOOKS, LLC	TITLE ENGAGEMENT- SH	04/02/2020	\$	57.05
8607	ROSE, IRENE	CUL EXPRESS REFUND	04/16/2020	\$	56.25
8764	UNLIMITED SUPPLIES	SUPPLIES	04/30/2020	\$	55.69
192001379	CROSS, CHELSEA	REIMBURSMENT	04/16/2020	\$	55.00
192001403	KARSTENS, TAYLOR	REIMBURSMENT	04/23/2020	\$	55.00
192001398	USGAARD, DANEEN	REIMBURSMENT	04/16/2020	\$	53.88
192001386	HENDRIKSE, AMY	REIMBURSMENT	04/16/2020	\$	53.50
8531	BILLE, SAHLAN	WOLF RIDGE REFUND	04/16/2020	\$	50.00
8612	SHEIKH-HUSSEIN, NASREENA	WOLF RIDGE REFUND	04/16/2020	\$	50.00
8751	PIT PRODUCTIONS	POSTERS SR BASKETBALL	04/30/2020	\$	50.00
192001377	BYRNE, HEATHER	REIMBURSMENT	04/16/2020	\$	50.00
8469	VOSS, MELISSA	(A)JV/VARSITY BOYS BASKETBALL SUPPLIES	04/02/2020	\$	47.93
192001372	WEITZ, BRIAN	REIMBURSMENT	04/02/2020	\$	47.49
8724	BAHR, JENNIFER	CUL REFUND	04/30/2020	\$	46.70
192001402	HARRIDAY, SOLVEIG	REIMBURSMENT	04/23/2020	\$	45.25
8703	TOLL GAS & WELDING SUPPLY	SERVICE	04/23/2020	\$	45.08
192001385	HAGEN, ANDREW	REIMBURSMENT	04/16/2020	\$	45.02
709370	SHRED-N-GO	DAB SHREDDING SERVICE	04/09/2020	\$	45.00
192001382	GILKAY, MICHELLE	REIMBURSMENT	04/16/2020	\$	44.78
8723	ARNEBECK, CAROLYN	CUL REFUND	04/30/2020	\$	44.45
8718	ALBRECHT, PETER	CUL REFUND	04/30/2020	\$	44.35
192001412	RIES, CAROLE	REIMBURSMENT	04/30/2020	\$	42.90
192001407	HODENA, MELISSA	REIMBURSMENT	04/30/2020	\$	42.84
709347	PEPPER & SON INC., J. W.	ORCHESTRA SUPPLIES	04/02/2020	\$	42.63
8747	MYERS, SHELLEY	CUL REFUND	04/30/2020	\$	41.95
8592	MIGUEL, JUSTIN	WOLF RIDGE REFUND	04/16/2020	\$	37.50
192001408	JONES, BRENNAN	REIMBURSMENT	04/30/2020	\$	35.32
192001410	NELSON, KRISTOPHER	REIMBURSMENT	04/30/2020	\$	34.80
8761	TERPSTRA, KEVIN	CUL REFUND	04/30/2020	\$	32.45
8749	NORTH LIGHT COLOR	BANNERS	04/30/2020	\$	30.00
8772	WESTSIDE WHOLESALE TIRE, INC	REPAIR TIRE	04/30/2020	\$	30.00
8445	SHALEEN, STACY	CUL REFUND	04/02/2020	\$	29.90
192001413	STROMME, NICOLE	REIMBURSMENT	04/30/2020	\$	27.99
8728	CENTNER, AMY	CUL REFUND	04/30/2020	\$	25.55
8564	HANSON, KAREN	WOLF RIDGE REFUND	04/16/2020	\$	25.00
8629	WRIGHT, NANCY	REFUND FOR CLASS	04/16/2020	\$	25.00
8481	APPLE AUTOMATIC FOOD SERVICE	PO FOR WATER COOLER MONTHLY RENTAL	04/09/2020	\$	24.95
192001355	BOBEK, STACY	REIMBURSMENT	04/02/2020	\$	24.73
8620	TRIARCO ARTS & CRAFTS, INC.	Art Supplies	04/16/2020	\$	23.68
709334	BLICK ART MATERIALS	CMS ART CLASSROOM SUPPLIES	04/02/2020	\$	23.65
8413	MARINARO, SUE	DI SUPPLIES	04/02/2020	\$	23.27
192001373	WHITLOCK, REBECCA	REIMBURSMENT	04/02/2020	\$	22.88
192001404	SOMUTHEVAN, ANU	REIMBURSMENT	04/23/2020	\$	21.65
709401	NCS PEARSON INC	SPED	04/30/2020	\$	19.50
8501	INGRAM LIBRARY SERVICES	BOOKS	04/09/2020	\$	19.06
192001366	SEELAND, ELIZABETH	REIMBURSMENT	04/02/2020	\$	18.11
192001364	OLSTAD, HANNA	REIMBURSMENT	04/02/2020	\$	17.48
8377	DRYWALL SUPPLY INC	SUPPLIES	04/02/2020	\$	17.29
192001399	WEBER, LORI	REIMBURSMENT	04/16/2020	\$	17.00
192001357	ERHART, JACQUELINE	REIMBURSMENT	04/02/2020	\$	16.68
192001370	TUOMINEN, JULIE	REIMBURSMENT	04/02/2020	\$	16.50
192001400	WHITE, KRISTINA	REIMBURSMENT	04/16/2020	\$	15.64
709385	TRIO SUPPLY CO	PAPER SUPPLIES	04/23/2020	\$	15.60
192001359	HARRIDAY, SOLVEIG	REIMBURSMENT	04/02/2020	\$	10.95
8565	HERC-U-LIFT, INC	LATE FEES ANNUAL INSPECTION	04/16/2020	\$	10.90
192001395	RICHARDSON, LAUREN	REIMBURSMENT	04/16/2020	\$	10.00
192001401	WILLAR, DAWN	REIMBURSMENT	04/16/2020	\$	9.99
192001389	KHONG, CAROLYN	REIMBURSMENT	04/16/2020	\$	9.88
192001383	GOSSEN, CAROLINE	REIMBURSMENT	04/16/2020	\$	5.87
8446	SHAMROCK GROUP	CMS - SNACKS	04/02/2020	\$	5.00
8433	PREMIUM WATERS INC	REFUND	04/02/2020	\$	-
8541	CITY OF WAYZATA	REFUND	04/16/2020	\$	-
8657	APPLE FINANCIAL SERVICES	REFUND	04/23/2020	\$	-
8674	HANUS ENTERPRISES,LLP	REFUND	04/23/2020	\$	-

8687 MILLIMAN	REFUND	04/29/2020	\$ -
192001388 KARSTENS, TAYLOR	REFUND	04/23/2020	\$ -
7690 MATH MASTERS OF MN	REFUND	04/09/2020	\$ (255.00)
6075 KENMARK, INC.	REFUND	04/16/2020	\$ (300.00)
708787 COLLEGE BOARD AP EXAMS	REFUND	03/27/2020	\$ (400.00)
8079 MN ASSN OF SCHOOL BUSINESS OFFICIALS	REFUND	04/09/2020	\$ (500.00)
7966 WESTBERG, MICHELLE	REFUND	04/23/2020	\$ (549.12)
8319 THREE RIVERS PARK DISTRICT	REFUND	04/23/2020	\$ (561.75)
8278 MN LANDSCAPE ARBORETUM	REFUND	04/22/2020	\$ (737.50)
5523 MN STATE HIGH SCHOOL LEAGUE	REFUND	04/23/2020	\$ (1,132.00)
			<b>\$ 3,952,522.72</b>

**WAYZATA PUBLIC SCHOOLS**  
**WIRE TRANSFER, EFT AND ACH ACTIVITY**  
**March 2020**

<b>FROM</b>	<b>TO</b>	<b>DATE</b>	<b>AMOUNT</b>
US Bank-Checking	US Bank-Payroll	Multiple	\$5,781,180
US Bank-Checking	IRS		
	- Federal P/R Taxes	03/02/2020	\$1,049,441
	- Federal P/R Taxes	03/16/2020	\$1,053,786
US Bank-Checking	MN Department of Revenue		
	- State P/R Taxes etc. (MN)	03/02/2020	\$171,736
	- State P/R Taxes etc. (MN)	03/16/2020	\$173,338
US Bank-Checking	Delta Dental		
	- Dental Claims	Multiple	\$137,406
US Bank-Checking	Preferred One		
	- Health Claims	Multiple	\$2,167,709
US Bank-Checking	Wells Fargo Commercial Card		
	- Purchase Card Program	03/05/2020	\$78,182
US Bank-Checking	Further		
	- Flex Benefits	Multiple	\$241,910
US Bank-Checking	Preferred One		
	- Broker/Reinsurance Fees	03/13/2020	\$125,841
US Bank-Checking	Payroll Vendors (TRA, EBC, MSRS, etc.)		
	- Electronic Payments	Multiple	\$1,359,139
US Bank-Checking	District Employees		
	- Expense Reimbursement	Multiple	\$25,865
US Bank-Checking	Commerce Bank/Control Pay		
	- Electronic A/P	Multiple	\$304,189
US Bank-Checking	MN Department of Revenue		
	- Sales & Use Tax Payment	03/13/2020	\$2,220
US Bank-Checking	Edutrack		
	- Electronic payment fees	Multiple	\$27,409
US Bank-Checking	Neopost Advance		
	- Replenish Postage Meter	03/18/2020	\$10,000
US Bank-Checking	MSDLAF		
	-Service charge	03/13/2020	\$480
<b>TOTAL ACTIVITY</b>			<b><u><u>\$12,709,833</u></u></b>



**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Finance and Business Services Recommendations

**COMMENTS BY:** Jim Westrum, Executive Director of Finance and Business Services

**Master Lease Purchase Agreement – Apple Inc.**

The Wayzata Public Schools desires to enter into a Master Lease Purchase Agreement with Apple Inc., for the purpose of acquiring and financing 4,200 iPads. The iPads are on a cycle to be replaced every three years. The equipment cost is \$1,350,145.00 with an interest rate of 2.87% per annum. The terms and conditions are included within the Master Lease Purchase Agreement. The agreement includes three annual payments beginning July, 2020. Apple Inc. has a state contract in effect placing the District in compliance with state bid laws. Terms agreed to include: Lessee has or will comply with applicable property acquisition laws, public bidding requirements, and open meeting laws in connection with the Master Lease and the transactions contemplated thereby. Lessee is within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, a political subdivision or agency of the State of Minnesota with full power and authority to enter into, and perform its obligations under, the Lease. The Master Lease and the Lease have been or will be duly authorized, executed, and delivered by Lessee. It is the intention of the Board that the above Lease shall constitute a legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with its terms, except to the extent limited by state and federal laws affecting creditors' remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.

There are several advantages of utilizing this lease purchase agreement for the acquisition and financing of iPads. In addition to these advantages, the annual payments will match the expenditures with the annual technology levy revenue, which is the primary funding source.

The District received one response and the terms are three annual equal payments. The first payment is due upon arrival of the equipment. The results were: American Capital \$458,662.35 per payment, and Apple Inc. \$450,048.34 per payment.

**Recommended Action:** Approve the Master Lease Purchase Agreement with Apple Inc. and authorize the Executive Director of Finance and Business Services to execute and deliver the agreement.

**Motion by:** \_\_\_\_\_ **ROLL CALL** **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_

**EXHIBIT C**

RESOLUTION NO. \_\_\_\_\_ OF INDEPENDENT SCHOOL DISTRICT NO. 284  
AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY  
OF A MASTER LEASE PURCHASE AGREEMENT;  
AND APPROVING THE EXECUTION AND DELIVERY OF  
SCHEDULE NO. 9 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Independent School District No. 284 (the "School District"), is authorized by the laws of Minnesota (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

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

WHEREAS, in order to finance the costs of acquiring the Equipment, the School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 9 thereto, which together constitute the "Lease"; and

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

NOW, THEREFORE, IT IS RESOLVED BY THE SCHOOL BOARD AS FOLLOWS:

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

**Section 2.** The School District hereby authorizes and approves the execution and delivery of Schedule No. 9 to the Master Lease in an amount not to exceed \$1,350,145.00 for the purpose of financing the costs of the acquisition and installation of the Project;

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

Name	Title

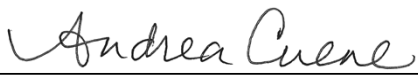
**Section 4.** The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, to take such actions and execute, or attest, as the case may be, and deliver, such instruments, agreements and certificates as may be necessary or appropriate to consummate the transactions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

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

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

PASSED AND ADOPTED BY THE SCHOOL BOARD ON MAY 11, 2020.

Attest:   
District Clerk

  
Signatory



**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Finance and Business Services Recommendations

**COMMENTS BY:** Jim Westrum, Executive Director of Finance and Business Services

**Milk and Milk Products Renewal Fiscal 2020-2021**

The School Board approved the milk and milk products bid to Agropur, Inc. (now St. Paul Beverage Solutions, LLC) at the regular board meeting on April 10, 2018.

The milk bid is a Joint Powers Agreement for the districts of Wayzata, Eastern Carver County, Fridley, Minnetonka, Orono, Spring Lake Park and St. Louis Park.

The contract would be extend for a 1-year term for the upcoming school year 2020-2021. As part of the renewal process and contract extension, a price adjustment is needed to offset inflationary increases in labor and manufacturing overhead costs. The following are the proposed price changes:

**May 2020 Escalator Pricing**

<u>Size</u>	<u>Increase</u>
Half Pints	\$0.0025-unit
Pints	\$0.005-unit
Quarts	\$0.01-unit
Half Gallons	\$0.02-unit
Gallons	\$0.04-unit

**Recommended Action:** Approve the contract extension with St. Paul Beverage Solutions, LLC for milk and milk products.

**Motion by:** \_\_\_\_\_ **ROLL CALL** **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



**INDEPENDENT SCHOOL DISTRICT NO. 284  
Schedule No. 9 to  
Master Lease Purchase Agreement dated October 26, 2012**

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**Closing Index**

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<b>#</b>	<b>Document</b>	<b>Required to Ship</b>	<b>Required to Close</b>
1.	Master Lease Purchase Agreement.....	On file.....	On file
2.	Ex. A - Equipment and Lease Payment Schedule.....	Yes.....	Yes
3.	Ex. B - Acceptance Certificate .....		Yes
4.	Ex. C - Board Resolution or Meeting Minutes .....	Yes.....	Yes
5.	Ex. D - Bank Qualified Designation (pertains to 8038-G) .....		Yes
6.	IRS Form 8038-G or 8038-GC.....		Yes
7.	Ex. E - Insurance Coverage Requirements (informational) .....		n/a
8.	Insurance Certificate evidencing coverage .....		Yes
9.	Ex. F - Incumbency Certificate.....	Yes.....	Yes
10.	Advance Payment, if applicable.....		Yes

Please call Therese Lohmann at 480-419-4233 with any questions.

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**Original Closing Documents**

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1. Once documents are signed, please first provide scanned copies of the above items to [therese.lohmann@epublicfinance.com](mailto:therese.lohmann@epublicfinance.com).
2. Then mail the originals to

**Apple Financial Services  
Attention: Therese Lohmann  
8377 East Hartford Drive, Suite 115  
Scottsdale, AZ 85255**



**Financial Services**  
Education Finance

**Lessee:** Independent School District No. 284

**Attention:** Accounts Payable

**Invoice Number:** ADVANCE / 102875  
**Invoice Due Date:** 7/1/2020  
**Amount Due:** \$450,048.34

**Equipment Description:** Apple Computer Equipment

**Customer Reference Number:** 784-9-12875

Payment Number	Interest Portion	Principal Portion	Amount Due
Advance	\$0.00	\$450,048.34	<b>\$450,048.34</b>

**Remit to:**

**Apple Inc. c/o Apple Financial Services**  
8377 E. Hartford Drive  
Scottsdale, AZ 85255

Future Remittances: <b>Apple Inc. c/o Apple Financial Services</b> P.O. Box 028549 Miami, FL 33102-8549
--

**Keep top portion for your records**

Please detach bottom portion and return with your payment.

## Apple Inc. c/o Apple Financial Services

**Remit to:**

**Apple Inc. c/o Apple Financial Services**  
8377 E. Hartford Drive  
Scottsdale, AZ 85255

**Invoice Number:** ADVANCE / 102875  
**Due Date:** 7/1/2020  
**Amount Due:** \$450,048.34

**Amendment No. 1 to  
Master Lease Purchase Agreement dated October 26, 2012  
by and between  
Apple Inc. ("Lessor")  
and  
Independent School District No. 284 ("Lessee")**

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Apple Inc. ("Lessor") and Independent School District No. 284 ("Lessee") hereby enter into this amendment ("Amendment") which modifies the Master Lease Purchase Agreement ("Master Lease") executed between the parties as follows:

All capitalized terms not otherwise defined herein will have the meanings set forth in the Master Lease.

**NOW, THEREFORE**, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. Amendment to Master Lease. The Master Lease is amended as follows:

**Section 18. Purchase Option.** The last sentence is modified to read: "Lessee hereby acknowledges that the Purchase Price under a Lease may include a prepayment premium."

2. Effective Date. This Amendment is executed to be effective January 18, 2016.

3. Effect of Amendment. All terms and conditions of the Master Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

**IN WITNESS WHEREOF**, the fully authorized representatives of the parties have executed this Amendment as of January 18, 2016.

**LESSOR:** Apple Inc.

By: \_\_\_\_\_

Title: **Paul Henderson**  
**Group Manager**  
**Commercial Lending**

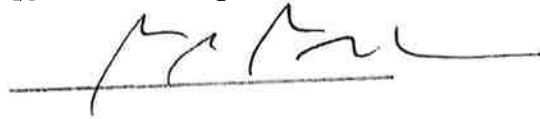
**LESSEE:** Independent School District No. 284

By: \_\_\_\_\_

Title: \_\_\_\_\_

True and Original Copy

Financial Services  
Education Finance



### Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of October 26, 2012 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Independent School District No. 284 ("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.

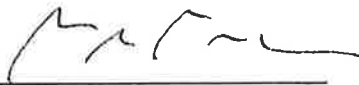
**25. NOTICES.** All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

**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.

LESSEE: Independent School District No. 284  
210 County Road 101 N  
Wayzata, MN 55391

BY: \_\_\_\_\_

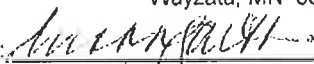


Gregg E. Gers  
Director


TITLE: \_\_\_\_\_

Worldwide Financial Services

BY: \_\_\_\_\_



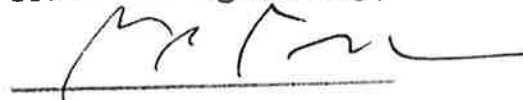
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41-6001464

**True and Original Copy**



**EXHIBIT A**

**Schedule No. 9 Dated July 1, 2020 to Master Lease Purchase Agreement Dated October 26, 2012**

This Schedule No. 9 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated October 26, 2012 ("Master Lease"), and is effective as of July 1, 2020. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

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

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

EQUIPMENT INFORMATION	
<b>Computer Hardware--See attached Exhibit 1.</b>	

LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	after scheduled payment(s)	Purchase Price Outstanding Balance
	7/1/2020					\$1,350,145.00
1	7/1/2020	\$450,048.34	\$0.00	\$450,048.34		\$900,096.66
2	7/1/2021	\$450,048.33	\$0.00	\$450,048.33	\$459,049.30	\$450,048.33
3	7/1/2022	\$450,048.33	\$0.00	\$450,048.33	\$0.00	\$0.00
Totals:		\$1,350,145.00	\$0.00	\$1,350,145.00	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$1,312,827.22 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 2.8700% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

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

Commencement Date: **July 1, 2020**

LESSOR: **APPLE INC.**

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 284**

SIGNATURE: **X** \_\_\_\_\_

SIGNATURE: **X** \_\_\_\_\_

NAME / TITLE: **X** \_\_\_\_\_

NAME / TITLE: **X** \_\_\_\_\_

DATE: **X** \_\_\_\_\_

DATE: **X** \_\_\_\_\_

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

**EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 9**  
 under Master Lease Purchase Agreement dated October 26, 2012

#	Product Description	Qty
1	<b>10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack)</b> Part Number BP832LL/A	420
	<b>10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack)</b> Part Number: MW7L2LL/A Quantity: 4,200	
2	<b>Apple Pencil (1st Generation)</b> Part Number MK0C2AM/A	1,100
3	<b>STM Dux Plus Duo for 10.2-inch iPad (7th generation) with built-in holder for Apple Pencil – Black – Special 10-pack pricing</b> Part Number BPG22LL/A	110
	<b>STM Dux Plus Duo for 10.2-inch iPad (7th generation) with built-in holder for Apple Pencil – Black</b> Part Number: HNU02ZM/A Quantity: 1,100	
4	<b>AppleCare OS Support – Select</b> Part Number D6602ZM/A	1

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

**EXHIBIT B**

**ACCEPTANCE CERTIFICATE**

**Re: Schedule No. 9, dated July 1, 2020, (the "Schedule") to Master Lease Purchase Agreement, dated as of October 26, 2012, between Apple Inc., as Lessor, and INDEPENDENT SCHOOL DISTRICT NO. 284, as Lessee.**

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

Payee Name: \_\_\_\_\_

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

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

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

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

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 284**

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

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

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

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

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 284**

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

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

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

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

**EXHIBIT D**

**BANK QUALIFIED DESIGNATION**

**Schedule No. 9 to Master Lease Purchase Agreement Dated October 26, 2012**

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

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

Check this box if this Lease is designated as a “small issuer exception” under section 265(b)(3)(B)(i)(III). [Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2020 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. 284**

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

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

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

## Instructions for 8038-G:

Updated for use with September, 2018 form

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

- Line 2:**                   **Enter the EIN number of the Issuer (Borrower)**  
An issuer (Borrower) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at [www.irs.gov](http://www.irs.gov). You may receive an EIN by telephone by following the instructions for Form SS-4.
- Lines 10a and 10b:**   **Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information**  
If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.
- Line 39:**                   **Bank Qualified Designation**  
Check this box if this Contract is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Borrower) reasonably anticipates that the total amount of tax-exempt obligations (including this Contract) to be issued by or on behalf of Borrower (or allocated to Borrower) during the calendar year 2020 will not exceed \$10,000,000.]
- Lines 41a-41d and 42:**           **Hedges**  
If the issuer (Borrower) has identified a hedge, this section must be completed.
- Line 43:**                   **Written procedures regarding Remediation of Non-Qualified Bonds**  
Check this box if Issuer (Borrower) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).
- Line 44:**                   **Written procedures to monitor Section 148 of the Code**  
Check this box if Issuer (Borrower) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).
- Lines 45a and 45b:**   **Reimbursement**  
If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]
- Signature and Consent:**           **Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Borrower.**

(Rev. September 2018)

▶ Under Internal Revenue Code section 149(e)  
▶ See separate instructions.

OMB No. 1545-0720

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](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>Independent School District No. 284</b>		2 Issuer's employer identification number (EIN) <b>41-6001464</b>	
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) <b>305 Vicksburg Lane</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>Wayzata, MN 55447</b>		7 Date of issue <b>7/1/2020</b>	
8 Name of Issue <b>Sch No 9 dtd 7/1/2020 to Master Lease Purchase Agreement dtd 10/26/2012</b>		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

<b>Part II Type of Issue (enter the issue price). See the instructions and attach schedule.</b>			
11 Education . . . . .	11	1,312,827	22
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"/>		
19b 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"/>		

<b>Part III Description of Bonds. Complete for the entire issue for which this form is being filed.</b>					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	7/1/2022	\$ 1,312,827.22	\$ N/A	2 years	2.8700 %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A</b>			
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	

<b>Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A</b>		
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)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . 

<b>35</b>		
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- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . . 

<b>36a</b>		
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  - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) \_\_\_\_\_
  - c** Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . 

<b>37</b>		
-----------	--	--
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶  and enter the following information:
  - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) \_\_\_\_\_
  - c** Enter the EIN of the issuer of the master pool bond ▶ \_\_\_\_\_
  - d** Enter the name of the issuer of the master pool bond ▶ \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶
- 41a** If the issuer has identified a hedge, check here ▶  and enter the following information:
  - b** Name of hedge provider ▶ \_\_\_\_\_
  - c** Type of hedge ▶ \_\_\_\_\_
  - d** Term of hedge ▶ \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶  and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
  - b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) \_\_\_\_\_

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.				
	▶ _____	Date	▶ _____		
	Signature of issuer's authorized representative		Type or print name and title		
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed	PTIN
	Michael Krahenbuhl				PO1850365
	Firm's name ▶ Pinnacle Public Finance	Firm's EIN ▶ 27-3119149			
	Firm's address ▶ 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255	Phone no. 480-419-4800			

**EXHIBIT E**

**INSURANCE COVERAGE REQUIREMENTS**

**INDEPENDENT SCHOOL DISTRICT NO. 284**

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

LIMITS: The full replacement value of the equipment.

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

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

**FOR SELF INSURANCE:**

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

**EXHIBIT F**

**INCUMBENCY CERTIFICATE**

**Schedule No. 9 to Master Lease Purchase Agreement dated October 26, 2012**

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. 284**

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

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

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

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



**INDEPENDENT SCHOOL DISTRICT NO. 284  
Schedule No. 9 to  
Master Lease Purchase Agreement dated October 26, 2012**

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**Closing Index**

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<b>#</b>	<b>Document</b>	<b>Required to Ship</b>	<b>Required to Close</b>
1.	Master Lease Purchase Agreement.....	On file.....	On file
2.	Ex. A - Equipment and Lease Payment Schedule.....	Yes.....	Yes
3.	Ex. B - Acceptance Certificate .....		Yes
4.	Ex. C - Board Resolution or Meeting Minutes .....	Yes.....	Yes
5.	Ex. D - Bank Qualified Designation (pertains to 8038-G) .....		Yes
6.	IRS Form 8038-G or 8038-GC.....		Yes
7.	Ex. E - Insurance Coverage Requirements (informational) .....		n/a
8.	Insurance Certificate evidencing coverage .....		Yes
9.	Ex. F - Incumbency Certificate.....	Yes.....	Yes
10.	Advance Payment, if applicable.....		Yes

Please call Therese Lohmann at 480-419-4233 with any questions.

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**Original Closing Documents**

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1. Once documents are signed, please first provide scanned copies of the above items to [therese.lohmann@epublicfinance.com](mailto:therese.lohmann@epublicfinance.com).
2. Then mail the originals to

**Apple Financial Services  
Attention: Therese Lohmann  
8377 East Hartford Drive, Suite 115  
Scottsdale, AZ 85255**



**Financial Services**  
Education Finance

**Lessee:** Independent School District No. 284

**Attention:** Accounts Payable

**Invoice Number:** ADVANCE / 102875  
**Invoice Due Date:** 7/1/2020  
**Amount Due:** \$450,048.34

**Equipment Description:** Apple Computer Equipment

**Customer Reference Number:** 784-9-12875

Payment Number	Interest Portion	Principal Portion	Amount Due
Advance	\$0.00	\$450,048.34	<b>\$450,048.34</b>

**Remit to:**

**Apple Inc. c/o Apple Financial Services**  
8377 E. Hartford Drive  
Scottsdale, AZ 85255

Future Remittances:  
**Apple Inc. c/o Apple Financial Services**  
P.O. Box 028549  
Miami, FL 33102-8549

**Keep top portion for your records**

Please detach bottom portion and return with your payment.

**Apple Inc. c/o Apple Financial Services**

**Remit to:**

**Apple Inc. c/o Apple Financial Services**  
8377 E. Hartford Drive  
Scottsdale, AZ 85255

**Invoice Number:** ADVANCE / 102875  
**Due Date:** 7/1/2020  
**Amount Due:** \$450,048.34

**Amendment No. 1 to  
Master Lease Purchase Agreement dated October 26, 2012  
by and between  
Apple Inc. ("Lessor")  
and  
Independent School District No. 284 ("Lessee")**

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Apple Inc. ("Lessor") and Independent School District No. 284 ("Lessee") hereby enter into this amendment ("Amendment") which modifies the Master Lease Purchase Agreement ("Master Lease") executed between the parties as follows:

All capitalized terms not otherwise defined herein will have the meanings set forth in the Master Lease.

**NOW, THEREFORE**, in consideration of good and valuable consideration, the parties intending to be legally bound agree as follows:

1. Amendment to Master Lease. The Master Lease is amended as follows:

**Section 18. Purchase Option.** The last sentence is modified to read: "Lessee hereby acknowledges that the Purchase Price under a Lease may include a prepayment premium."

2. Effective Date. This Amendment is executed to be effective January 18, 2016.

3. Effect of Amendment. All terms and conditions of the Master Lease not expressly modified hereby remain in full force and are hereby ratified by the parties.

**IN WITNESS WHEREOF**, the fully authorized representatives of the parties have executed this Amendment as of January 18, 2016.

**LESSOR:** Apple Inc.

By:  \_\_\_\_\_

Title: **Paul Henderson**  
**Group Manager**  
**Commercial Lending**

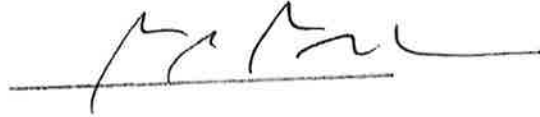
**LESSEE:** Independent School District No. 284

By:  \_\_\_\_\_

Title: **Cheryl A. P...**  
**Director**

True and Original Copy

Financial Services  
Education Finance



### Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of October 26, 2012 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Independent School District No. 284 ("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.

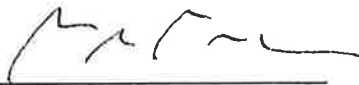
25. **NOTICES.** All written notices under any Lease must be sent by certified mail or recognized overnight delivery service, postage prepaid, to the addresses as stated on each Lease, or by facsimile transmission, with written confirmation of receipt.

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.

LESSEE: Independent School District No. 284  
210 County Road 101 N  
Wayzata, MN 55391

BY: \_\_\_\_\_

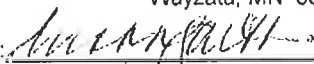


Gregg E. Gers  
Director


TITLE: \_\_\_\_\_

Worldwide Financial Services

BY: \_\_\_\_\_



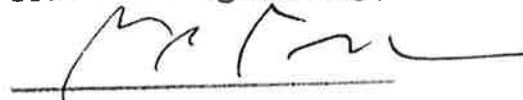
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41-6001464

True and Original Copy



**EXHIBIT A**

**Schedule No. 9 Dated July 1, 2020 to Master Lease Purchase Agreement Dated October 26, 2012**

This Schedule No. 9 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated October 26, 2012 ("Master Lease"), and is effective as of July 1, 2020. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

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

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

EQUIPMENT INFORMATION	
<b>Computer Hardware--See attached Exhibit 1.</b>	

LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	after scheduled payment(s)	Purchase Price Outstanding Balance
	7/1/2020					\$1,350,145.00
1	7/1/2020	\$450,048.34	\$0.00	\$450,048.34		\$900,096.66
2	7/1/2021	\$450,048.33	\$0.00	\$450,048.33	\$459,049.30	\$450,048.33
3	7/1/2022	\$450,048.33	\$0.00	\$450,048.33	\$0.00	\$0.00
Totals:		\$1,350,145.00	\$0.00	\$1,350,145.00	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$1,312,827.22 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 2.8700% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

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

Commencement Date: **July 1, 2020**

LESSOR: **APPLE INC.**  
 SIGNATURE: X \_\_\_\_\_  
 NAME / TITLE: X \_\_\_\_\_  
 DATE: X \_\_\_\_\_

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 284**  
 SIGNATURE: X Sarah J. Hansen  
 NAME / TITLE: X **School Board Treasurer**  
 DATE: X **May 11, 2020**

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

**EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 9**  
 under Master Lease Purchase Agreement dated October 26, 2012

#	Product Description	Qty
1	<b>10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack)</b> Part Number BP832LL/A	420
	<b>10.2-inch iPad Wi-Fi 32GB – Space Gray (10-pack)</b> Part Number: MW7L2LL/A Quantity: 4,200	
2	<b>Apple Pencil (1st Generation)</b> Part Number MK0C2AM/A	1,100
3	<b>STM Dux Plus Duo for 10.2-inch iPad (7th generation) with built-in holder for Apple Pencil – Black – Special 10-pack pricing</b> Part Number BPG22LL/A	110
	<b>STM Dux Plus Duo for 10.2-inch iPad (7th generation) with built-in holder for Apple Pencil – Black</b> Part Number: HNU02ZM/A Quantity: 1,100	
4	<b>AppleCare OS Support – Select</b> Part Number D6602ZM/A	1

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

**EXHIBIT B**

**ACCEPTANCE CERTIFICATE**

**Re: Schedule No. 9, dated July 1, 2020, (the "Schedule") to Master Lease Purchase Agreement, dated as of October 26, 2012, between Apple Inc., as Lessor, and INDEPENDENT SCHOOL DISTRICT NO. 284, as Lessee.**

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

Payee Name: \_\_\_\_\_

<u>Description or Invoice #</u>	<u>\$ Amount</u>
---------------------------------	------------------

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

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

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

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 284**

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

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

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

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

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 284**

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

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

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

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

**EXHIBIT D**

**BANK QUALIFIED DESIGNATION**

**Schedule No. 9 to Master Lease Purchase Agreement Dated October 26, 2012**

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

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

- Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III).  
[Lessee reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2020 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. 284**  
Signature: **X** *Sarah Johnson*  
Printed Name/Title: **X** School Board Treasurer  
Date: **X** May 11, 2020

## Instructions for 8038-G:

Updated for use with September, 2018 form

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

- Line 2:**                   **Enter the EIN number of the Issuer (Borrower)**  
An issuer (Borrower) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at [www.irs.gov](http://www.irs.gov). You may receive an EIN by telephone by following the instructions for Form SS-4.
- Lines 10a and 10b:**   **Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information**  
If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.
- Line 39:**                   **Bank Qualified Designation**  
Check this box if this Contract is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Borrower) reasonably anticipates that the total amount of tax-exempt obligations (including this Contract) to be issued by or on behalf of Borrower (or allocated to Borrower) during the calendar year 2020 will not exceed \$10,000,000.]
- Lines 41a-41d and 42:**           **Hedges**  
If the issuer (Borrower) has identified a hedge, this section must be completed.
- Line 43:**                   **Written procedures regarding Remediation of Non-Qualified Bonds**  
Check this box if Issuer (Borrower) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).
- Line 44:**                   **Written procedures to monitor Section 148 of the Code**  
Check this box if Issuer (Borrower) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).
- Lines 45a and 45b:**   **Reimbursement**  
If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]
- Signature and Consent:**           **Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Borrower.**

(Rev. September 2018)

▶ Under Internal Revenue Code section 149(e)  
▶ See separate instructions.

OMB No. 1545-0720

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](http://www.irs.gov/F8038G) for instructions and the latest information.

<b>Part I Reporting Authority</b>		If Amended Return, check here <input type="checkbox"/>	
1 Issuer's name <b>Independent School District No. 284</b>		2 Issuer's employer identification number (EIN) <b>41-6001464</b>	
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) <b>305 Vicksburg Lane</b>	Room/suite	5 Report number (For IRS Use Only) <b>3</b>	
6 City, town, or post office, state, and ZIP code <b>Wayzata, MN 55447</b>		7 Date of issue <b>7/1/2020</b>	
8 Name of Issue <b>Sch No 9 dtd 7/1/2020 to Master Lease Purchase Agreement dtd 10/26/2012</b>		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

<b>Part II Type of Issue (enter the issue price). See the instructions and attach schedule.</b>			
11 Education . . . . .	11	1,312,827	22
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"/>		

<b>Part III Description of Bonds. Complete for the entire issue for which this form is being filed.</b>					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	7/1/2022	\$ 1,312,827.22	\$ N/A	2 years	2.8700 %

<b>Part IV Uses of Proceeds of Bond Issue (including underwriters' discount) N/A</b>						
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	

<b>Part V Description of Refunded Bonds. Complete this part only for refunding bonds. N/A</b>		
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)	

For Paperwork Reduction Act Notice, see separate instructions.

Cat. No. 63773S

Form **8038-G** (Rev. 9-2018)

**Part VI Miscellaneous**

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) . . . . . 

<b>35</b>		
-----------	--	--
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions . . . . . 

<b>36a</b>		
------------	--	--

  - b** Enter the final maturity date of the GIC ▶ (MM/DD/YYYY) \_\_\_\_\_
  - c** Enter the name of the GIC provider ▶ \_\_\_\_\_
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units . . . . . 

<b>37</b>		
-----------	--	--
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ▶  and enter the following information:
  - b** Enter the date of the master pool bond ▶ (MM/DD/YYYY) \_\_\_\_\_
  - c** Enter the EIN of the issuer of the master pool bond ▶ \_\_\_\_\_
  - d** Enter the name of the issuer of the master pool bond ▶ \_\_\_\_\_
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box . . . . . ▶
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box . . . . . ▶
- 41a** If the issuer has identified a hedge, check here ▶  and enter the following information:
  - b** Name of hedge provider ▶ \_\_\_\_\_
  - c** Type of hedge ▶ \_\_\_\_\_
  - d** Term of hedge ▶ \_\_\_\_\_
- 42** If the issuer has superintegrated the hedge, check box . . . . . ▶
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box . . . . . ▶
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box . . . . . ▶
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ▶  and enter the amount of reimbursement . . . . . ▶ \_\_\_\_\_
  - b** Enter the date the official intent was adopted ▶ (MM/DD/YYYY) \_\_\_\_\_

<b>Signature and Consent</b>	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative		▶ _____ Date	
	▶ _____ Type or print name and title			
<b>Paid Preparer Use Only</b>	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Michael Krahenbuhl			PTIN PO1850365
	Firm's name ▶ Pinnacle Public Finance	Firm's EIN ▶ 27-3119149		
	Firm's address ▶ 8377 E. Hartford Drive, Suite 115, Scottsdale, AZ 85255	Phone no. 480-419-4800		

**EXHIBIT E**

**INSURANCE COVERAGE REQUIREMENTS**

**INDEPENDENT SCHOOL DISTRICT NO. 284**

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

LIMITS: The full replacement value of the equipment.

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

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

**FOR SELF INSURANCE:**

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

**EXHIBIT F**

**INCUMBENCY CERTIFICATE**

**Schedule No. 9 to Master Lease Purchase Agreement dated October 26, 2012**

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. 284**  
Signature: x Andrea Cuene  
Printed Name/Title: x Andrea Cuene, School Board Chair  
Date: x May 11, 2020

**(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.)**



**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Finance and Business Services Recommendations

**COMMENTS BY:** Jim Westrum, Executive Director of Finance and Business Services

**Finance and Business Recommendations**

These routine items are presented for Board of Education review and approval through a single consent motion.

**Monthly Bills**

The attached lists itemize claims for which the Board of Education is requested to authorize payment.

General Checking Account for April 2020	\$3,952,523
Wire Transfer, EFT & ACH for March 2020	\$12,709,833

**Acknowledgement of Contributions**

Minn. Stat. 465.03 - GIFTS TO MUNICIPALITIES.

“Any city, county, school district or town may accept a grant or devise of real or personal property and maintain such property for the benefit of its citizens in accordance with the terms prescribed by the donor. Nothing herein shall authorize such acceptance or use for religious or sectarian purposes. Every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members, expressing such terms in full.”

The Board of Education is requested to accept the attached list of donations received in April 2020.

Cash Donations	\$5,550
----------------	---------

**Recommended Action:** Approve the checking account and wire transfer payments and accept with appreciation the donations, which are in compliance with current district policy and guidelines.

**Motion by:** \_\_\_\_\_ **ROLL CALL** **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** MSHSL Renewal

**COMMENTS BY:** Andrea Cuene, Board Chair

Minnesota Statutes, Section 128C.01, requires individual School Boards each year to authorize membership in the Minnesota State High School League. The Resolution for Membership affirms (1) that the Board of Education delegates the control, supervision, and regulation of League-sponsored athletic and fine arts activities to the Minnesota State High School League; (2) that the Board of Education adopts the Constitution, Bylaws and Rules and Regulations of the League; and (3) that the administration for and the responsibility for supervising the activities are assigned to the official representative. Chris McCullough is the appointed School Board representative to the Minnesota State High School League, and Jaime Sherwood, Activities and Athletic Director, is the Wayzata High School representative. The enclosed resolution provides for the appropriate School Board action.

**Recommended Action:** Approve the Resolution for Membership in the Minnesota State High School League for the 2019-2020 School Year.

**Motion by:** \_\_\_\_\_

**ROLL CALL**

**Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_

**Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Recognitions

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**ITEM:** Inclusive Education Award

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**COMMENTS BY:** Chace B. Anderson, Superintendent

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**2020 Wayzata Inclusive Education Excellence Award**

Congratulations to Nathan Mathias, Home Base and Bright Start Instructor at Birchview Elementary School, and recipient of the 2020 Wayzata Inclusive Education Excellence Award sponsored by the Wayzata Special Education Advisory Council.

“Nate works tirelessly to encourage friendship and inclusion for all students,” wrote Kellie Heidelberger. “He loves to celebrate students’ successes as well as refine practices around mistakes.”

Eric Crees shared, “Nate has created a culture that encourages learning for all of his students.”

The award was established to recognize outstanding school staff who work to ensure students with disabilities have the opportunity for an inclusive education in Wayzata Public Schools.



**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Recognitions

**ITEM:** Employee of the Month

**COMMENTS BY:** Chace B. Anderson, Superintendent

**Kate Hammero**

Kimberly Lane Elementary  
Employee of the Month

Kate Hammero consistently goes above and beyond as Kimberly Lane Elementary’s art teacher. She makes our school a community through her art, projects, smiles, and determination to make everyone feel included. She adapts her projects to fit the needs of all students and it's truly amazing. She is also a huge supporter of students who need that little extra bit of love and compassion by providing one-to-one interactions throughout her day. She provides that extra opportunity for students to initiate, process and develop their own ideas and have fun. She is always coming up with fresh and fun ideas to engage students. Her enthusiasm, energy and dedication to students is remarkable. In addition, Kate generously contributes both her time and energy outside of regular school hours as well. Some of these ways are evident in the after-school student groups she started, such as Art Club and Film Club.

Kate helps make the school beautiful and creates a welcoming atmosphere for the kids. After her first year of teaching, she worked with our PTA and created an all-school art installment in our cafeteria. Her beautiful graphic design can be seen in our PBIS posters in every classroom and hallway, Unity Day projects, and Family Fun Night photo ops. The list goes on and on. At the heart of her work is a passion for connecting students to their creativity and to each other. It is Kimberly Lane Elementary’s great honor to recognize Kate Hammero as our May 2020 Employee of the Month.



**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Recognitions

---

**ITEM:** Inclusive Education Award

---

**COMMENTS BY:** Chace B. Anderson, Superintendent

---

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**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Audience Opportunity to Address the Board

**ITEM:** Audience Opportunity to Address the Board

**COMMENTS BY:** Andrea Cuene, Board Chair

This section of the agenda provides an opportunity for members of the audience to address the School Board. Speakers will be allotted approximately three minutes.

**Please note** that this time is provided for citizens to address the Board; this is not an appropriate venue for a discussion or debate. If the speaker would like follow-up contact from the Board of Education, they may leave their contact information with the administrative assistant.

**Special Note for Teleconference Meetings:**

Members of the public who wish to make a comment during the Audience Opportunity to Address the Board may email their comments to [ashley.winter@wayzataschools.org](mailto:ashley.winter@wayzataschools.org) and the School Board Chair will read the comments aloud during the teleconference meeting. Please submit your comments by noon on Monday, May 11. Comments that conflict with state and/or federal laws, or Board policy, will not be read. As mentioned above, please note that this time is allotted for the reading of comments only, and no Board discussion or debate will ensue.





**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Administrative Reports & Recommendations

**ITEM:** Finance and Business Services Recommendations

**COMMENTS BY:** Jim Westrum, Executive Director of Finance and Business

**Intermediate District 287 – Long-Term Facilities Maintenance Revenue Plan FY 2022-2031**

The 2015 legislative session established the Long-term Facilities Maintenance Revenue Program for School Districts, and this program replaces the Health and Safety Revenue, Deferred Maintenance Revenue, and Alternative Facilities Bonding and Levy programs beginning in FY 2017.

Annually, Intermediate District #287 must have a ten-year capital plan adopted by its board and each member District’s School Board. District #287 approves the levy a year in advance to accommodate several of its member districts who levy a year in advance.

**Recommended Action:** Approve District #287’s Long-Term Facilities Maintenance Capital Expenditure Plan for fiscal years 2022-2031 and affirm Wayzata Public Schools FY 2021-2022 portion.

**Motion by:** \_\_\_\_\_

**ROLL CALL**

**Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_

**Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_



Division of School Finance  
1500 Highway 36 West  
Roseville, MN 55113-4266

**Intermediate/Cooperative District Long-Term Facilities Maintenance Revenue Allocation**

ED-02479-05

**General Information and Instructions:** Please read the **Instructions for Completion** on the **Instructions** tab before completing this report.

<b>District Name:</b>	<b>Name of Person Completing this Report:</b>	<b>Title:</b>	
Intermediate District No. 287	Mae L. Hawkins, SFO	Executive Director of Business Services	
<b>Telephone Number:</b>	<b>Email Address:</b>		<b>Date Submitted:</b>
763-550-7156	mlhawkins@district287.org		6/30/2020

**Long-Term Facilities Maintenance (LTFM) Revenue amounts to be Allocated to member School Districts for Fiscal Year (FY) 2022**

1. Pay-as-you-go revenue portion			\$	451,550.00			
2. Bond debt service revenue portion			\$	464,950.00			
3. Total revenue amounts to allocate			\$	916,500.00			
District Number	Type	School District Name	Pay-as-you-go Allocation Percent	Allocated Pay-as-you-go (Number 1)	Bonded Debt Service Allocation Percent	Allocated Bonded Debt Service (Number 2)	Total
270	1	Hopkins	10.883%	\$ 49,139.93	10.883%	\$ 50,598.18	\$ 99,738.11
272	1	Eden Prairie	10.963%	\$ 49,504.33	10.963%	\$ 50,973.40	\$100,477.73
273	1	Edina	5.853%	\$ 26,427.42	5.853%	\$ 27,211.66	\$ 53,639.08
277	1	Westonka	4.423%	\$ 19,972.51	4.423%	\$ 20,565.20	\$ 40,537.71
278	1	Orono	2.381%	\$ 10,750.05	2.381%	\$ 11,069.06	\$ 21,819.11
279	1	Osseo	21.271%	\$ 96,047.83	21.271%	\$ 98,898.13	\$194,945.96
280	1	Richfield	5.854%	\$ 26,433.29	5.854%	\$ 27,217.71	\$ 53,651.00
281	1	Robbinsdale	15.438%	\$ 69,710.29	15.438%	\$ 71,778.98	\$141,489.27
283	1	St. Louis Park	4.318%	\$ 19,496.57	4.318%	\$ 20,075.15	\$ 39,571.72
284	1	Wayzata	15.331%	\$ 69,225.78	15.331%	\$ 71,280.09	\$140,505.87
286	1	Brooklyn Center	3.287%	\$ 14,842.00	3.287%	\$ 15,282.44	\$ 30,124.44
<b>Totals:</b> The column totals must agree with Lines 1 and 2.			100.000%	\$ 451,550.00	100.000%	\$ 464,950.00	\$916,500.00

**Notes - Allocation method agreed to by member districts:**

Three Year Weighted Average of Average Daily Membership of Each Member District as a % of Total Average Daily Membership of the Intermediate District.

EXTRACT OF MINUTES OF MEETING  
OF SCHOOL BOARD OF  
SCHOOL DISTRICT No. 284  
(Wayzata Public Schools)  
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a School Board meeting of School District No. 284, State of Minnesota, was held on May 11, 2020 at 7:00 pm., for the purpose, in part, of approving the Intermediate School District No. 287's Long-Term Facility Maintenance budget and authorizing the inclusion of a proportionate share of Intermediate School District's long-term facility maintenance projects and related debt service payments in the district's application for long-term facility maintenance.

Cheryl Polzin introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING INTERMEDIATE SCHOOL DISTRICT  
NO. 287'S LONG-TERM FACILITY MAINTENANCE PROGRAM  
BUDGET AND AUTHORIZING THE INCLUSION OF A  
PROPORTIONATE SHARE OF THOSE PROJECTS IN THE DISTRICT'S  
APPLICATION FOR LONG-TERM FACILITY MAINTENANCE  
REVENUE**

BE IT RESOLVED by the School Board of District No. 284, State of Minnesota, as follows:

1. The School Board of Intermediate School District 287 has approved a long-term facility maintenance program budget for its facilities for the 2021-22 school year in the amount of \$ 916,500 of which District No. 284's proportionate share is \$ 140,505.87, consisting of \$ 69,225.78 for pay as you go projects and \$ 71,280.09 for debt service payments on the 2017B Facilities Maintenance Bonds. The various components of this program budget are attached as Exhibit A hereto and are incorporated herein by reference. Said budget is hereby approved. (Exhibit A)
2. Minnesota Statutes, Section 123B.53, Subdivision 1, as amended, provides that if an intermediate school district's long-term facility maintenance budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may include its proportionate share of the costs of the intermediate school district program in its long-term facility maintenance revenue application.
3. The proportionate share of the costs of the intermediate school district's long term facility maintenance program for each member school district to be included in its application shall be determined by multiplying the total cost of the intermediate school district long-term facility maintenance

program times a three year weighted average adjusted pupil units formula. For 2021-2022, the long-term facility maintenance costs shall be funded through annual levy. The inclusion of this proportionate share in the district's long-term facility maintenance revenue application for fiscal year 2022 is hereby approved, subject to approval by the Commissioner of Education.

4. Upon receipt of the proportionate share of long-term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.
5. Pursuant to Minnesota Statutes Section 123B.595, Subdivision 3, the intermediate district issued \$5,065,000 Facilities Maintenance Bonds, Series 2017B. Such bonds are payable from long-term maintenance revenue transferred by each member district. This district hereby covenants to adopt in each fiscal year during the term of such bonds, a resolution authorizing the inclusion in the application for long-term facilities maintenance revenue the District's proportionate share for such fiscal year of debt service on such bonds. Upon approval of such application by the Commissioner of Education, the District shall include in its authority under Section 123B.595 its proportionate share of debt service in such bonds due in such fiscal year.

The motion for the adoption of the foregoing resolution was duly seconded by Linda Cohen and, upon vote being taken thereon, the following voted in favor thereof: Andrea Cuene, Linda Cohen, Sarah Johansen, Chris McCullough, Cheryl Polzin, Seanne Falconer, and Bonita Lucky.

And the following voted against the same: none.

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

COUNTY OF HENNEPIN

I, the undersigned, being the duly qualified and acting Clerk of School District No. 284, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of School District No. 284, held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript

insofar as the same relates to the approval of Intermediate School District No. 287's long-term facility maintenance program budget and authorizing the inclusion of a proportionate share of the Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk this 11th day of May 2020.

  
Clerk

School District No. 284

	Division of School Finance 1500 Highway 36 West Roseville, MN 55113-4266	<b>Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only</b>	ED - 02478-05
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**Instructions:** Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes, section 123B.595, subdivision 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	Enter Information	District Info.	Enter Information							
District Name:	Intermediate District #287	Date:	7/31/2020							
District Number:	287	Email:	mlhawkins@district287.org							
District Contact Name:	Mae L. Hawkins, Executive Director of Business Services									
Contact Phone #	763-550-7156									

Expenditure Categories		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
<b>Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.</b>											
<b>Finance Code</b>	<b>Category (1)</b>										
347	Physical Hazards	\$32,960	\$33,949	\$34,967	\$36,016	\$37,097	\$38,210	\$39,356	\$40,537	\$41,753	\$43,005
349	Other Hazardous Materials	\$22,000	\$22,660	\$23,340	\$24,040	\$24,761	\$25,496	\$26,261	\$27,049	\$27,860	\$28,696
352	Environmental Health and Safety Management	\$51,658	\$51,658	\$51,658	\$51,658	\$51,658	\$51,658	\$51,658	\$51,658	\$51,658	\$51,658
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$43,500	\$44,805	\$46,149	\$47,534	\$48,960	\$50,428	\$51,941	\$53,500	\$55,104	\$56,758
366	Indoor Air Quality	\$15,120	\$4,244	\$4,371	\$4,502	\$4,638	\$4,777	\$4,920	\$5,068	\$5,220	\$5,376
<b>Total Health and Safety Capital Projects</b>		\$165,238	\$157,316	\$160,486	\$163,750	\$167,113	\$170,569	\$174,136	\$177,810	\$181,595	\$185,493
<b>Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year</b>											
<b>Finance Code</b>	<b>Category (2)</b>										
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$122,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Health and Safety Capital Projects \$100,000 or More</b>		\$0	\$122,750	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151</b>											
<b>Finance Code</b>	<b>Category (3)</b>										
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner. (No new appropriations for this category FY 2020 - beyond.)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Accessibility</b>											
<b>Finance Code</b>	<b>Category (4)</b>										
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Deferred Capital Expenditures and Maintenance Projects</b>											
<b>Finance Code</b>	<b>Category (5)</b>										
368	Building Envelope	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
369	Building Hardware and Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$70,750	\$0	\$0	\$0
370	Electrical	\$0	\$0	\$0	\$0	\$0	\$14,131	\$14,814	\$0	\$0	\$0
379	Interior Surfaces	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
380	Mechanical Systems	\$111,312	\$55,484	\$141,564	\$0	\$280,000	\$100,000	\$0	\$215,490	\$211,905	\$275,807
381	Plumbing	\$0	\$0	\$0	\$89,550	\$13,187	\$0	\$0	\$67,000	\$67,000	\$0
382	Professional Services and Salary	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
383	Roof Systems	\$0	\$0	\$155,000	\$155,000	\$0	\$175,000	\$200,000	\$0	\$0	\$0
384	Site Projects	\$175,000	\$175,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
<b>Total Deferred Capital Expense and Maintenance</b>		\$286,312	\$230,484	\$296,564	\$294,550	\$293,187	\$289,131	\$285,564	\$282,490	\$278,905	\$275,807
<b>Total Annual Pay As You Go 10-Year Plan Expenditures</b>		\$451,550	\$510,550	\$457,050	\$458,300	\$460,300	\$459,700	\$459,700	\$460,300	\$460,500	\$461,300
<b>Debt Service Portion of Revenue</b>											
Payments on for LTFM bonds issued in prior years		\$464,950	\$460,950	\$461,450	\$461,200	\$460,200	\$461,800	\$462,800	\$463,200	\$463,000	\$462,200
<b>Pay as You Go Projects</b>				<b>67</b>							
General Fund Portion of Revenue		\$451,550	\$510,550	\$457,050	\$458,300	\$460,300	\$459,700	\$459,700	\$460,300	\$460,500	\$461,300
<b>Total Long Term Facilities Maintenance Revenue</b>		\$916,500	\$971,500	\$918,500	\$919,500	\$920,500	\$921,500	\$922,500	\$923,500	\$923,500	\$923,500

Member **Sam Sant** introduced the following resolution and moved its adoptions:

**RESOLUTION APPROVING INTERMEDIATE DISTRICT 287'S LONG TERM FACILITY MAINTENANCE PROGRAM BUDGET AND AUTHORIZING THE INCLUSION OF THOSE PROJECTS IN THE DISTRICT'S APPLICATION FOR LONG TERM FACILITY MAINTENANCE PROGRAM REVENUE**

BE IT RESOLVED by the School Board of Intermediate District 287, State of Minnesota as follows:

1. The School Board of Intermediate District 287 hereby approves a long term facility maintenance program budget for its facilities for the 2021-22 school year in an amount not to exceed \$916,500, of which \$451,550 is for pay as you go projects and \$464,950 is for debt service payments on the 2017B Facilities Maintenance Bond. The various components of this program budget are attached as Exhibit A hereto and are incorporated herein by reference and District administration is directed to apply to the Commissioner of the Department of Education for approval.
2. Minnesota Statutes, Section 123B.53, Subdivision 1, as amended, provides that if an intermediate district's long term facility maintenance budget is approved by the school boards of each of the intermediate's member districts, each member district may include its proportionate share of the costs of the intermediate program in its long term facility maintenance revenue application.
3. It is proposed that the proportionate share of the costs of the Intermediate's long term facility maintenance program for each member district to be included in its application shall be determined by multiplying the total cost of the Intermediate long term facility maintenance program times a 3-year weighted average usage formula are attached as Exhibit B. The long term facility maintenance costs are funded through annual levy and the issuance of bonds.
4. Upon receipt of the proportionate share of long term facility maintenance program revenue attributable to the Intermediate program, a member district shall promptly pay to the Intermediate the applicable aid or levy proceeds.

The motion for the adoption of the foregoing resolution was duly seconded by Member **Steve Adams** and upon vote being taken thereon, the following voted in favor thereof: Adams, Brakke, Casey, Cuene, Dallas, Kunz, Marty, Neville, Sant, and Seidel and the following voted against the same: None.

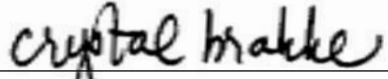
Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

COUNTY OF HENNEPIN

I, the undersigned, being the duly qualified and acting Clerk of Intermediate School District No. 287, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of Intermediate School District No. 287 held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of Intermediate School District 287's long term facility maintenance program budget and authorizing the inclusion of the Intermediate School District's long term facility maintenance projects in the district's application for long term facility revenue.

WITNESS MY HAND officially as such Clerk this 9th day of April, 2020.

  
Clerk  
Intermediate School District 287



**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Approval of Agenda and Consent Agenda Items

**ITEM:** Human Resource Recommendations

**COMMENTS BY:** Stacie Vos, Executive Director of Human Resource Services

Attached are the recommendations regarding personnel actions including: employment, separations and leaves of absence.

**Recommended Action:** Approve the Human Resource actions as recommended in the attachment.

**Motion by:** \_\_\_\_\_ **ROLL CALL** **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_ **70** \_\_\_\_\_



**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Administrative Reports and Recommendations

**ITEM:** Human Resource Recommendations

**COMMENTS BY:** Stacie Vos, Executive Director of Human Resource Services

- 1) **Resolution Regarding Termination and Non-Renewal of Teaching Contracts**  
The Administration recommends the adoption of the attached resolution for the non-renewal of the teaching contracts of the following probationary teachers:

<b>First Name</b>	<b>Building</b>
Krista Pearson	Birchview
Mikayla Michaletz	Birchview
Alethea Ballard	East Middle
Diana Jobin-Vig	Greenwood
Nicole Wiskerchen	Greenwood, Plymouth Creek
Elizabeth Gleeson	West Middle

**Recommended Action:** Adopt the resolution relating to the termination and non-renewal of the teaching contract of the named probationary teachers.

**Motion by:** \_\_\_\_\_ **ROLL CALL** **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Abstentions:** \_\_\_\_\_ **71** \_\_\_\_\_

**INDEPENDENT SCHOOL DISTRICT 284**  
**Wayzata, Minnesota**

**BOARD OF EDUCATION**

**Regular Meeting – May 11, 2020**

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION  
AND NONRENEWAL OF THE TEACHING CONTRACT  
OF \_\_\_\_\_, A  
PROBATIONARY TEACHER.

WHEREAS, \_\_\_\_\_ is a probationary teacher in Independent School District 284.

BE IT RESOLVED, by the School Board of Independent School District 284, that pursuant to Minnesota Statutes 122A.40, Subdivision 5, that the teaching contract of \_\_\_\_\_, a probationary teacher in Independent School District 284, is hereby terminated at the close of the current 2019-2020 school year.

BE IT FURTHER RESOLVED that the School Board has reviewed and hereby approves the written notice of nonrenewable for said teacher. The notice to said teacher states the reasons for the nonrenewal. The School Board Chair is direct to sign the written notice on behalf of the Board. The reasons for nonrenewal are classified as private personnel data under the Minnesota Government Data Practices Act, unless the nonrenewal represent the final disposition of disciplinary action. The written notice shall be sent to said teacher regarding termination and nonrenewal of his/her contract as provided by law, and that said notice shall be in substantially the following form:

NOTICE OF TERMINATION  
AND NONRENEWAL

Mr./Ms. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Mr./Ms. \_\_\_\_\_ :

You are hereby notified that at the regular meeting of the School Board of Independent School District 284 held on May 11, 2020, a resolution was adopted by a majority vote to terminate your contract effective at the end of the current school year and not to

renew your contract for the 2020-2021 school year. Said action of the Board is taken pursuant to M.S. 122A.40, Subd. 5.

Resolution Relating to the Termination and Non-renewal of the Teaching Contracts

Page -2-

Teachers in a probationary period of employment may request the reasons for nonrenewal of their annual contract. For your information, the School Board decided not to renew your contract because (List Reasons: 1) You failed to meet the expectations for the 2019-2020 school year. 2) The District has to reduce its teaching staff. 3) You did not have the necessary licensure for continued employment in your position. Appropriate supervision was provided to you during your probationary employment in the form of three evaluations conducted by your building principal or special education supervisors. This supervision provided the District with sufficient opportunity to evaluate your performance.

Yours very truly,

SCHOOL BOARD OF  
INDEPENDENT SCHOOL DISTRICT 284

---

Andrea Cuene  
Chair of the School Board

The motion for the adoption of the foregoing resolution was duly seconded by \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:  
whereupon said resolution was declared duly passed and adopted.

**WAYZATA PUBLIC SCHOOLS**  
Independent School District 284  
Wayzata, Minnesota

**BOARD OF EDUCATION**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Superintendent’s Reports and Recommendations

**ITEM:** Human Resource Services

**COMMENTS BY:** Ms. Stacie Vos

1) **Resolution Regarding Termination and Non-Renewal of Teaching Contracts**

The Administration recommends the adoption of the attached resolution for the non-renewal of the teaching contracts of the following probationary teachers:

<b>First Name</b>	<b>Building</b>
Krista Pearson	Birchview
Mikayla Michaletz	Birchview
Alethea Ballard	East Middle
Diana Jobin-Vig	Greenwood
Nicole Wiskerchen	Greenwood, Plymouth Creek
Elizabeth Gleeson	West Middle

**RECOMMENDED ACTION:** Adopt the resolution relating to the termination and non-renewal of the teaching contract of the named probationary teachers.

Motion by: \_\_\_\_\_ ROLL CALL Passed \_\_\_\_\_

Second by: \_\_\_\_\_ Failed \_\_\_\_\_

Abstentions: \_\_\_\_\_



**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Board Reports

**ITEM:** Board Reports

**COMMENTS BY:** Andrea Cuene, Board Chair

This section of the agenda provides an opportunity for Board members to update school board members on school board-related work or to make announcements of interest to the public.



**Board of Education**  
Regular Meeting – May 11, 2020

**AGENDA SECTION:** Adjourn

**ITEM:** Adjourn

**COMMENTS BY:** Andrea Cuene, Board Chair

This agenda item brings closure to the School Board meeting.

**Recommended Action:** Call the meeting to a close.

**Motion by:** \_\_\_\_\_ **Yes:** \_\_\_\_\_ **Passed:** \_\_\_\_\_

**Second by:** \_\_\_\_\_ **No:** \_\_\_\_\_ **Failed:** \_\_\_\_\_

**Time of Adjournment:** \_\_\_\_\_ 76 \_\_\_\_\_