

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting - September 24, 2012 - 4:00 PM
District Administration Building
210 County Rd. 101, N, Plymouth, MN

AGENDA

- | | | |
|----|---|----|
| 1. | CALL TO ORDER AND ROLL CALL - Board Chair Hesby | 3 |
| 2. | ANNUAL ACHIEVEMENT REPORT | 4 |
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WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

MISSION

Our Core Purpose:

The mission of Wayzata Public Schools is to ensure a world-class education that prepares each and every student to thrive today and excel tomorrow in an ever-changing global society.

VISION

What We Intend to Create and Experience:

The vision of Wayzata Public Schools is to be a model of excellence where all students discover their unique talents, develop a love and tenacity for learning and demonstrate confidence and capacity for success through:

Exceptional Student Learning, Experiences and Relationships:

- High achievement by each and every student—no exceptions, no excuses;
- Content-rich, rigorous and personalized education;
- Meaningful relationships with teachers, staff, mentors and peers in a welcoming, nurturing and safe environment where all are valued for who they are and the contributions they make.

Community Trust, Confidence and Partnership:

- Comprehensive learning opportunities meeting diverse learner needs and community aspirations;
- Committed to being the first choice for students and families;
- Maintaining the highest levels of satisfaction and pride by staff, parents and community.

Operational Excellence:

- Attraction, development and retention of exemplary, creative and engaged employees;
- Accountability by all staff for individual and collective performance;
- Effective and efficient use of time and human, financial and physical resources;
- Culture of continuous improvement and responsive innovation;
- High performing district governance, management and partnerships.

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – September 24, 2012

AGENDA ITEM: 1. CALL TO ORDER/ROLL CALL

COMMENTS BY: Board Chair Hesby

Susan Gaither, Board Clerk, will call the roll:

	<u>PRESENT</u>	<u>ABSENT</u>
Ms. Linda A. Cohen	_____	_____
Ms. Susan Hayes Droegemueller	_____	_____
Ms. Susan Gaither	_____	_____
Mr. Jay A. Hesby	_____	_____
Mr. John A. Moroz	_____	_____
Ms. Carter G. Peterson	_____	_____
Ms. Cheryl Polzin	_____	_____
Dr. Chace B. Anderson, Ex Officio	_____	_____

WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – September 24, 2012

AGENDA ITEM: 2. ANNUAL ACHIEVMENT REPORT

COMMENTS BY: Dr. Jill Johnson

School Districts are required by State Statute to make available to the public an annual report on curriculum and instruction. Attached, for your approval, is the annual report for the Wayzata Public Schools, which is due by October 1, 2012. The data for the report was presented to the Board at their work session on August 27, 2012.

RECOMMENDED ACTION: Approve the annual report as submitted.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____



Wayzata Public Schools ISD #284
2012 Annual Report
Curriculum, Instruction and Student Achievement

Enrollment

Wayzata Public Schools K-12 student enrollment has consistently increased over the past four years.

	2008-09	2009-10	2010-11	2011-12
Birchview Elementary	621	646	671	652
Gleason Lake Elementary	666	652	692	662
Greenwood Elementary	632	647	608	683
Kimberly Lane Elementary	697	768	806	757
Oakwood Elementary	480	498	511	539
Plymouth Creek Elementary	719	738	765	771
Sunset Hill Elementary	571	586	579	583
Central Middle School	903	887	942	989
East Middle School	747	777	763	778
West Middle School	737	729	719	736
Wayzata High School	3,237	3,281	3,235	3,272
Total K-12 Enrollment	10,010	10,209	10,291	10,292

Achievement

Minnesota State Accountability System Results

Multiple Measurement Rating System (MMR)

In February 2012, the US Department of Education approved Minnesota's application for a waiver from the current AYP requirements. The new MN accountability system emphasizes growth and achievement gap reduction. As part of the new accountability system, MDE calculated a Multiple Measurement Rating (MMR) and Focus Rating (FR) for all schools in the state and designated Title I Reward, Focus and Priority Schools based on these calculations. Baseline MMR ratings and designations were reported in May 2012, based on MCA and graduation data from 2010 and 2011. On August 30, 2012, MDE released the MMR ratings from the 2012 MCA and graduation data.

MMR Definitions:

Multiple Measurement Rating (MMR) or Overall Rating: Minnesota's new measurement of school performance. The MMR measures proficiency, student growth, achievement gap reduction, and graduation rates. Schools earn points in each category. The percentage of possible points that a school earns is the school's MMR.

Focus Rating (FR) or Achievement Gap Rating: Minnesota’s new measurement for identifying Focus Schools. The Focus Rating is generated by combining the proficiency and growth of the seven student groups for which there is an achievement gap (Black, Hispanic, Asian, American Indian, Free/Reduced Price Lunch, Special Education, and English Learners).

Title I School Designation Categories

- **Reward** (Top 15% of Title I schools)
- **Celebration Eligible** (Title I schools between 60-86th percentile)
- **Continuous Improvement** (Title I schools in bottom quartile, but not Focus or Priority)
- **Focus** (10% of Title I schools that contribute most to the state’s achievement gap)
- **Priority** (Bottom 5% of Title I schools)

District MMR Results:

The Wayzata Public School District had three identified “Reward” schools in the 2012 results.

School Name	Level	Title I	MMR	FR	Designation
BIRCHVIEW ELEMENTARY	Elem	Y	69.24	70.97	Celebration Eligible
GLEASON LAKE ELEMENTARY	Elem	Y	81.31	77.89	Celebration Eligible
GREENWOOD ELEMENTARY	Elem	N	83.61	85.96	
KIMBERLY LANE ELEMENTARY	Elem	N	99.32	99.68	
OAKWOOD ELEMENTARY	Elem	Y	92.21	91.68	Reward
PLYMOUTH CREEK ELEMENTARY	Elem	N	93.15	94.79	
SUNSET HILL ELEMENTARY	Elem	Y	96.23	97.59	Reward
WAYZATA CENTRAL MIDDLE	MS	N	95.12	95.95	
WAYZATA EAST MIDDLE	MS	Y	92.57	93.47	Reward
WAYZATA HIGH	HS	N	69.69	86.89	
WAYZATA WEST MIDDLE	MS	N	87.16	90.99	

Adequate Yearly Progress (AYP)

Even though the states waiver was approved, AYP is still calculated and reported annually for every school and district. However, the AYP proficiency targets have been replaced to reflect the state’s new goal under MMR to reduce the achievement gap by 50 percent by 2017. Also, there no longer are sanctions associated with not making AYP.

District AYP Results:

- The Wayzata Public School District made AYP for participation, proficiency (reading and math), and attendance.
- Wayzata has a district graduation rate of 91.1%, but did not make AYP in the area of graduation due to results in one of the student groups. Similar to districts across the state, we are adjusting to new criteria used by MDE to calculate graduation rate and are looking into what we need to do to respond and improve.

State Graduation Rate Calculation Change

The Minnesota Department of Education (MDE) calculated graduation rates in 2012 using the new methodology required by the US Department of Education. The new methodology uses a 4-Year Cohort model to determine whether or not students graduated from high school within four years of when they started. There are some adjustments made

in the final AYP designations for students who graduate within five or six years, and also for improvement from previous years' rates. However, the new 4-Year Cohort graduation rates are lower than the old AYP graduation rates, because the old rates only calculated students who graduated minus students who dropped out, and any student who received a diploma in the reported year was considered a graduate, regardless of how many years they spent in school. The district is looking further into the AYP-reported areas of need to identify strategies for improvement.

Minnesota State Accountability Assessment Results

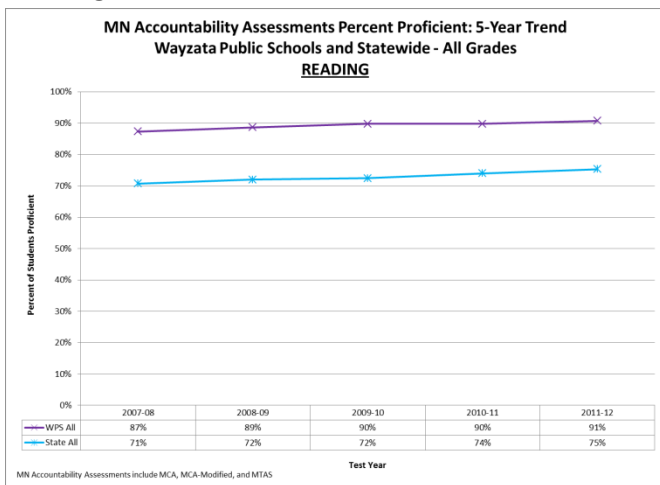
Proficiency Background

Accountability assessment results include student performance in Reading and Mathematics from three state tests including: the MCA, MCA-Modified and MTAS). These tests measure how Minnesota students are doing on grade level academic standards in Reading and Mathematics. Students take a reading test in grades 3-8 and 10, a math test in grades 3-8 and 11, and a science test in grades 5, 8, and once in High School. The 2012 MN Accountability assessment results for science were not available at the time this report was written . According to MDE, the science results will be released during October.

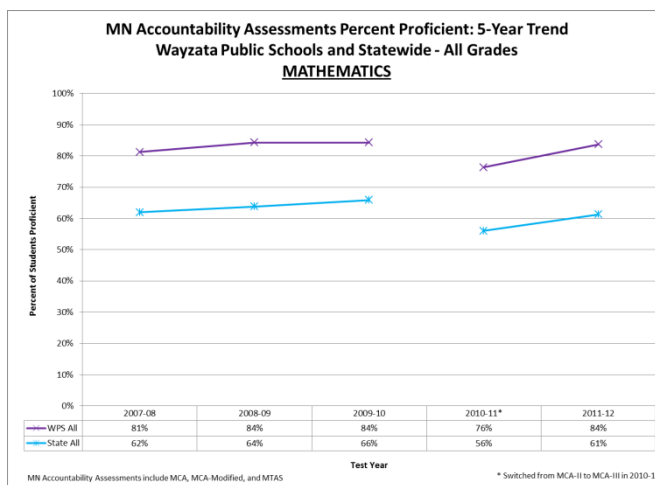
District Proficiency Results:

Students in Wayzata Public Schools consistently perform well above the state average on the MN Accountability Tests. In 2012, Wayzata ranked third in the state in reading with 91% of students proficient, and second in the state in math with 84% of students proficient. In the area of math, Wayzata student performance on the MN Accountability tests in 2012 rebounded to the level it was in 2010, before the implementation of the MCA-III in grades 3-8.

Reading



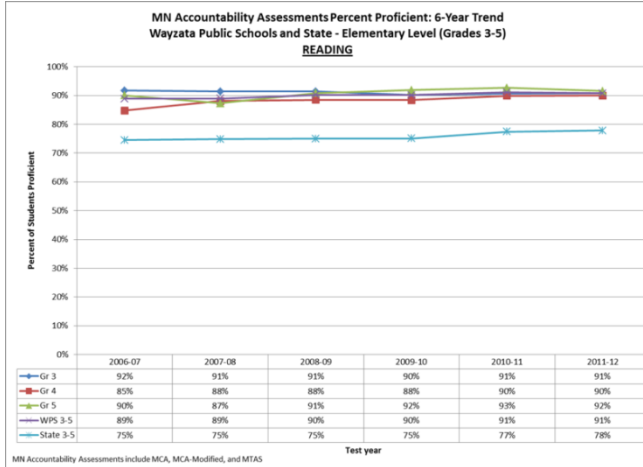
Mathematics



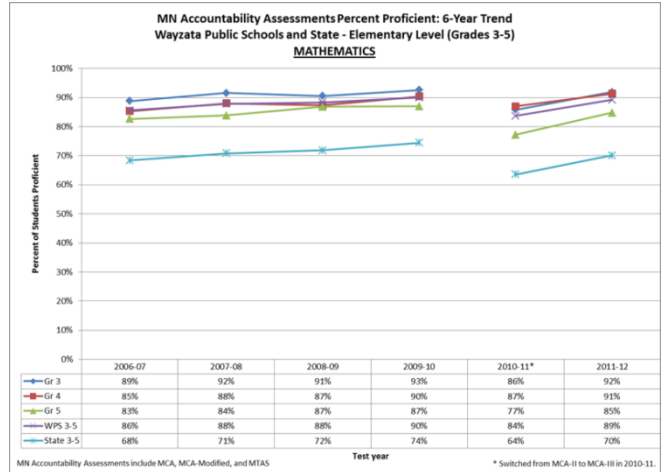
Elementary Proficiency Results:

For the past six years, Wayzata elementary students' performance on the MN Accountability tests in reading has consistently been at a very high level. In 2012, 91% of 3-5 grade students were proficient in reading, compared to 78% statewide. In the area of mathematics, student performance rebounded to a level similar to 2010 on the MCA-II. In 2012, 89% of Wayzata students in grades 3-5 were proficient on the MCA-III math test. The percent proficient statewide on the MCA-III math test in 2012 was 70%.

Reading



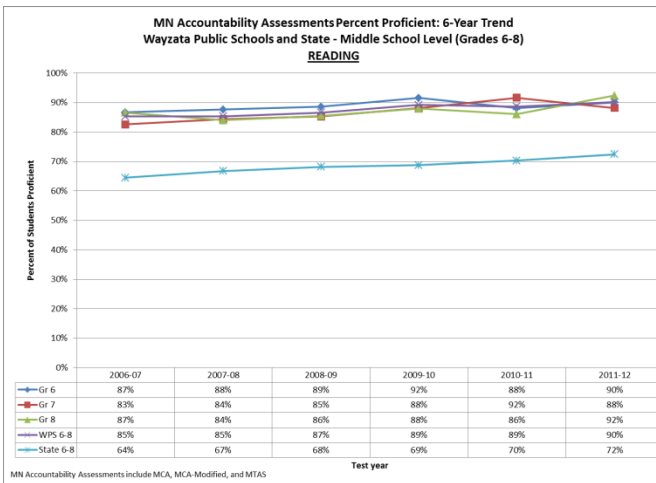
Mathematics



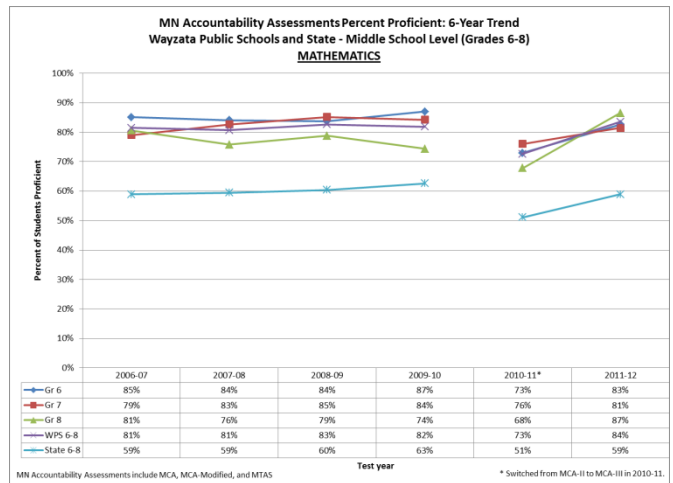
Middle School Proficiency Results:

The performance of Wayzata Middle School students has increased over the past six years on the MN Accountability reading tests. In 2012, 90% of 6-8 grade students were proficient on the reading tests in 2012, which was a 5 point increase from 2007. The largest increase from 2011 to 2012 was in grade 8 (6 points). In the area of math, Wayzata middle school students rebounded from 73% proficient in 2011 to 84% proficient in 2012, an increase of 11 percentage points. The statewide increase from 2011 to 2012 was 8 points. The percent of Wayzata middle school students proficient in 2012 was higher than ever achieved on the MCA-II math tests. The largest increase from 2011 to 2012 in the district was in grade 8 (19 points).

Reading



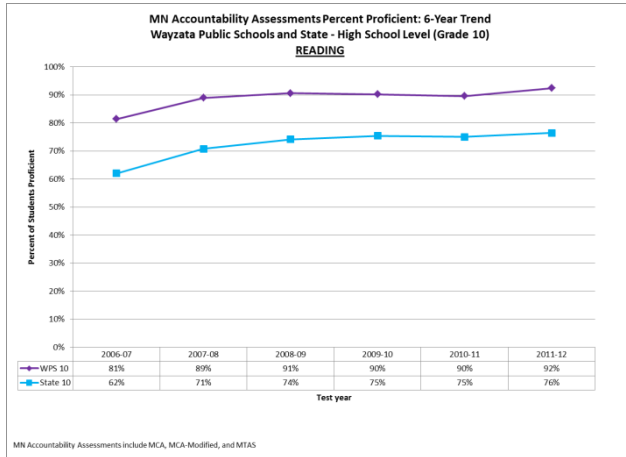
Mathematics



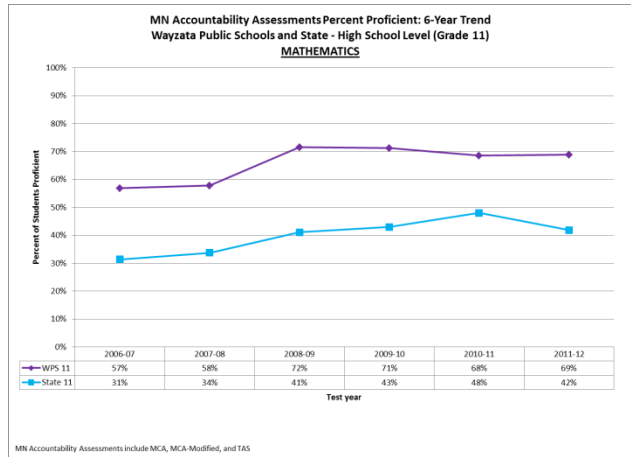
High School Proficiency Results:

In the area of reading, Wayzata high school student results have increased from the 2007 level (81%) and have been stable over the past five years, with 92% of students proficient in 2012. High School students continue to take the MCA-II math test. In 2012, 69% percent of students were proficient, compared to 42% statewide. This school year will be the last year high school students will take the MCA-II. In 2014 all students in grades 3-8 and 11 will take the MCA-III in math.

Reading



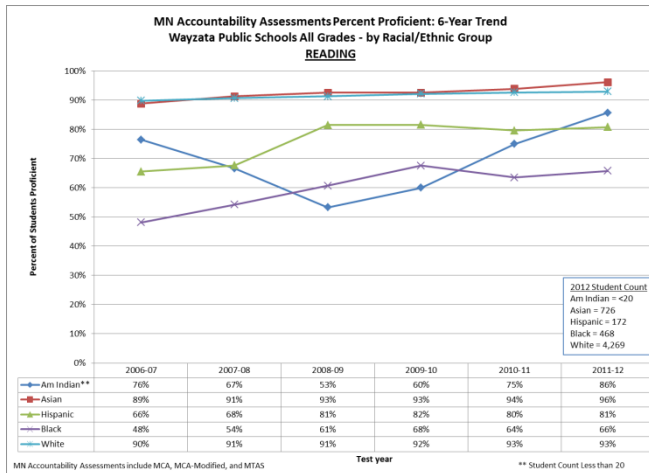
Mathematics



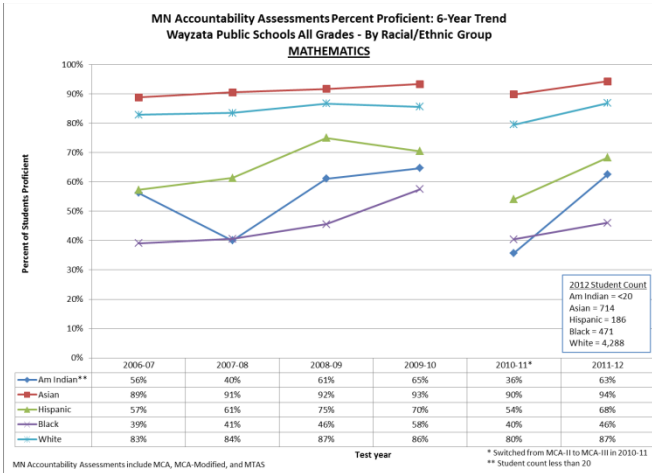
District Proficiency Results by Student Group:

Wayzata Public Schools continues to strive to meet the needs of all students. In 2012 the largest racial/ethnic achievement gap in reading was between the Asian student group (96%) and the African American student group (66%). In math, again the largest racial/ethnic achievement gap was between the Asian student group (94%) and the African American student group (46%).

Reading

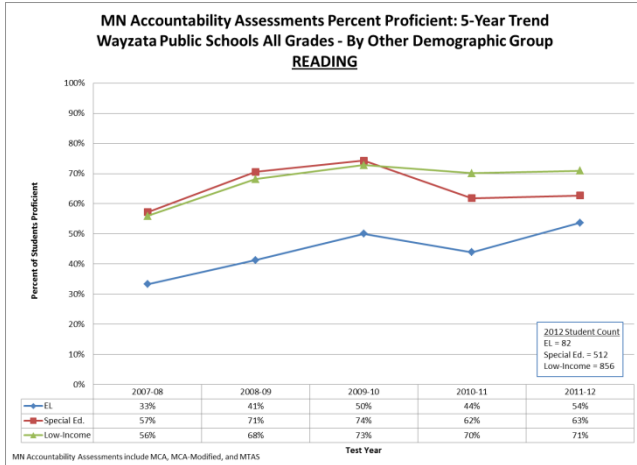


Mathematics

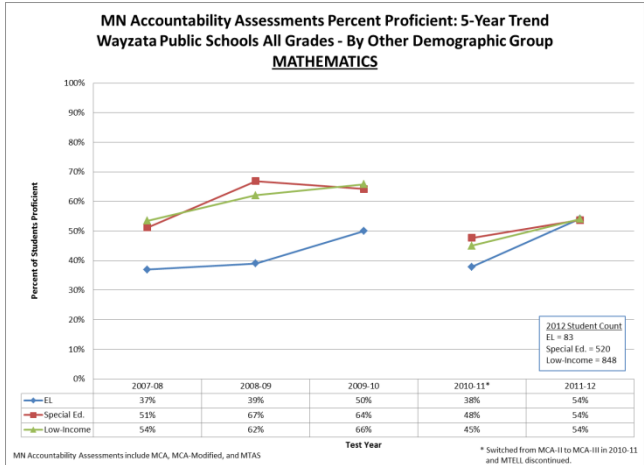


For other student demographic groups, in the area of Reading, English Learner (EL) student performance has increased over the past five years. Special Education and Low-income students' performance in Reading has increased since 2007, but was stable between 2011 and 2012. All three special population groups increased in Mathematics from 2011 to 2012. In 2012 the percent proficient in mathematics was 54% across all three groups.

Reading



Mathematics



Minnesota State Graduation-Required Assessments

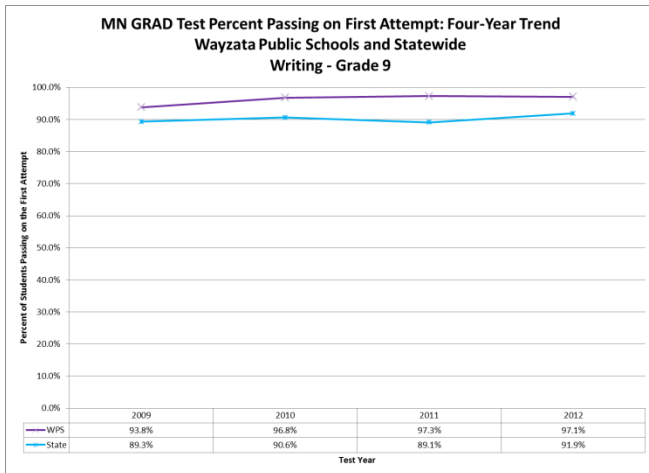
Graduation Required Assessment for Diploma (GRAD) Background:

In the state of Minnesota all students must take the Graduation Required Assessment for Diploma (GRAD) in Writing (grade 9), Reading (grade 10), and Math (grade 11). Students must pass the Writing and Reading test to graduate. There currently is a GRAD exemption rule that applies to students in graduating class 2014 and before. They are required to take the GRAD math test. If they do not pass the GRAD math test, they must participate in remediation courses and make two more attempts to pass the test. They may still receive a diploma without passing the GRAD math test, given they have participated in accepted remediation and have made two more attempts to pass. This exemption expires with this year's 11th grade students.

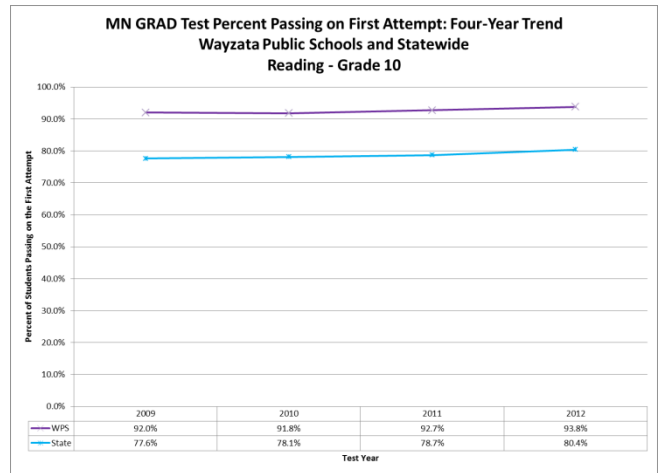
District GRAD Results:

In 2012, 97.1% of students passed the Writing test on the first attempt, 93.8% passed the reading test on the first attempt, and 78.8% passed the math test on the first attempt. All of these percentages were above the state average.

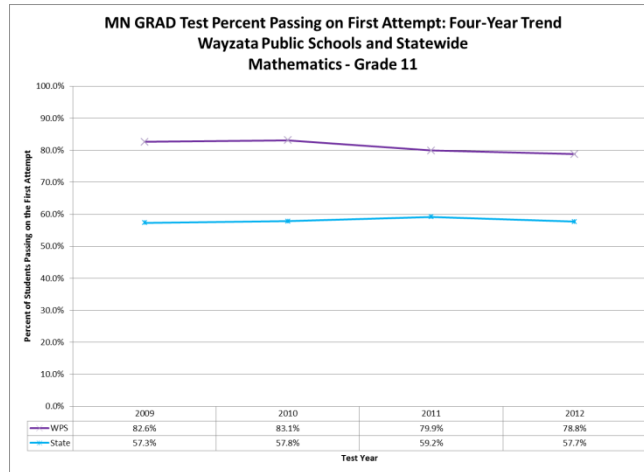
GRAD Writing



GRAD Reading



GRAD Mathematics



College Readiness Exams and National College Credit

District ACT Results:

Average the ACT composite scores of Wayzata high school students continue to be consistently higher than the state and national average. District, state and national averages have been stable over the past five years.

Average Composite Score

Year	Wayzata High School	Minnesota State	National
2008	24.8	22.6	21.1
2009	25.1	22.7	21.1
2010	25.5	22.9	21.0
2011	25.8	22.9	21.1
2012	25.3	22.8	21.1

District Advanced Placement (AP) Results:

Wayzata Public Schools continues its commitment to offering Advanced Placement courses to students. The number of AP course offerings has been at 26 for the past five years. In 2011-12, students passed 86% of all exams taken at a level of 3 or higher, out of a total 5 points possible.

	2006-07	2007-08	2008-09	2009-2010	2010-2011*	2011-2012*
Number of AP Courses Offered	25	26	26	26	26	26
Total Enrollment in AP Courses	1,589	1,457	1,601	1,669	*	*
Number of Students Taking AP Tests	609	648	685	691	780	*
Total Number of Tests Taken	1,121	1,110	1,282	1,347	1,535	1,451
Percent of exams passes at 3 points or higher	86%	87%	85%	88%	86%	87%

*Data not available at time of report. Additional analyses of AP program results are planned for 2012-13.

School Improvement Plans**QComp Goals by Site**

2011-12 Goal	2011-12 Result	2012-13 Goal*
Early Childhood Special Education (ECSE)		
By April 27 th 2012, 70.4% of all Early Childhood Special Education (ECSE) students that are four years old by 9/1/11 will increase their scores by 10.1% on the picture naming section of the Get It Got It Go assessment from the September 2011 pretest to the April 2012 post test.	72.00% - Met Goal	The percentage of all Early Childhood Special Education (ECSE) students that are three years old by December 1, 2012 who increase their scores by 10.1% on the picture naming section of the Get It Got It Go assessment from the September pretest to the May posttest will increase from 71.8% in the 2011-12 school year to 72.8% by May 10, 2013.
Birchview		
The percentage of all students in grades 3-5 at Birchview Elementary who earn achievement levels of "Meets the Standards" or "Exceeds the Standards" on the Math MCA III will increase from 80.87% in spring 2011 to 82.87% in spring 2012.	81.11% - Did Not Meet Goal	The percentage of students in grades 3-5 at Birchview Elementary school who earn achievement levels of meets or exceeds standards on the MCA Math-III will increase from 81.11% in Spring of 2012 to 83.11% in Spring of 2013.
Gleason Lake		
The percentage of all students in grades 3-5 at Gleason Lake Elementary who earn achievement levels of Meets the Standards or Exceeds the Standards on the Math MCA III will increase from 81.13% in spring 2011 to 83.13% in spring 2012.	86.61% - Met Goal	The percentage of students in grades 3-5 at Gleason Lake elementary school who earn achievement levels of 88.61% on the MCA Math test will increase from 86.61 in Spring of 2012 to 88.61 in Spring of 2013.
Greenwood		
The percentage of all students in grades 3-5 at Greenwood Elementary School who earn the achievement level of Meets the Standards or Exceeds the Standards on the Mathematics MCA-III will increase from 86.51% in 2011 to 88.51% in 2012.	91.84% - Met Goal	The percentage of students in grades 3-5 at Greenwood Elementary School who earn an achievement level of "proficient" or "exceeds proficient" on the MCA Math will increase from 91.84 in spring of 2012 to 92.84 % in Spring of 2013.
Kimberly Lane		
Elementary the percentage of all students in grades 3-5 who are proficient on the Math MCAII will be at least 91.8% in 2012 and the percentage of students who earn the achievement level of "exceeds the standards" will increase form 64.7% in 2011 to 66.7% in 2012.	69.73% - Met Goal	The percentage of all students in grades 3-5 at Kimberly Lane Elementary who are proficient on the Mathematics MCA (all accountability tests) will be at least 96.8% in 2013, and the percentage of students who earn the achievement level of Exceeds the Standards will increase from 69.9% in 2012 to 71.9% in 2013.
Oakwood		
The percent of students in grades 3-5 at Oakwood Elementary who score proficient on the MCAIII Math test will increase from 76.47% in Spring 2011, to 78.47% in Spring 2012, with growth being measured from Spring 2011 to Spring 2012.	84.65% - Met Goal	The percentage of students in grades 3-5 at Oakwood Elementary school who earn achievement levels of meets or exceeds standards on the MCA Math will increase from 84.65% in spring of 2012 to 86.65% in spring of 2013.

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Plymouth Creek		
The percentage of all students in grades 3-5 at Plymouth Creek Elementary who earn achievement levels of Meets the Standards or Exceeds the Standards on the Mathematics MCA-II will increase from 85.5% to 87.5% in 2012.	91.69% - Met Goal	The percentage of all students in grades 3-5 at Plymouth Creek Elementary who earn achievement levels of Meets the Standards or Exceeds the Standards on the Mathematics MCA-II will increase from 91.69% to 92.69% in 2013.
Sunset Hill		
The percentage of all students in grades 3-5 at Sunset Hill Elementary who earn achievement levels of "Meets the Standards" or "Exceeds the Standards" on the Math MCA III will increase from 75.25.87% in spring 2011 to 77.25% in spring 2012.	87.89% - Met Goal	The percentage of all students in grades 3-5 at Sunset Hill Elementary who earn achievement levels of Meets the Standards or Exceeds the Standards on the Reading MCA (all accountability tests) will increase from 87.93% to 89.93%.
Central Middle School		
The percentage of all students in grades 6-8 at Wayzata Central Middle School who earn achievement levels of Meets the Standards or Exceeds the Standards on the 2012 MCA Reading test will increase from 88.95% in 2010-2011 to 90.95% in 2011-2012.	90.77% - Did Not Meet Goal	The percentage of students in grades 6-8 at Central Middle school who earn achievement levels of proficiency on the MCA- Math will increase from 87.82 in the Spring of 2012 to 89.82 in the Spring of 2013.
East Middle School		
The percentage of all students in grades 6-8 at Wayzata East Middle School who earn achievement levels of Meets the Standards or Exceeds the Standards on the Mathematics MCA-III will increase from 66.62% in 2010-2011 to 68.62% in 2011-2012.	80.10% - Met Goal	The percentage of East Middle School Students that are proficient in the MCA III-math will increase from 80.10% to 82.10% as measured by the MCA III-math results from 2011-2012 to 2012-2013.
West Middle School		
The percentage of all students in grades 6 through 8 at Wayzata West Middle School who earn achievement levels of Meets the Standards or Exceeds the Standards on the Math MCA-III will increase from 72.67% in 2011 to 74.67% in 2012.	81.00% - Met Goal	The percentage of students in grades 6, 7, and 8 at West Middle School who earn achievement levels of meeting or exceeding on the MCA Reading Assessment will increase from 90.4% in Spring of 2012 to 91.4% in Spring of 2013.
Wayzata High School		
The percentage of students in grade 11 who earn achievement levels of Meets the Standards or Exceeds the Standards on the Mathematics MCA-III at Wayzata High School, The Alternative Program, and the IS Alternative Program will increase from 68.48% in 2010-2011 to 70.48% in 2011-2012.	68.81% - Did Not Meet Goal	The percentage of students in 11 th grade at Wayzata High School who earn achievement levels of proficiency in the MCA –Math will increase from 68.81 in Spring of 2012 to 70.81 in the Spring of 2013.

*2012-2013 goals will be submitted to the state by October 1, 2012. Some goals may be adjusted after MDE feedback is received. MDE will determine final approval of each goal.

Professional Development Plan

District Professional Development Plan 2012-13

Learning Forward, a national professional development organization, has established standards that outline characteristics of effective professional development. The standards serve as indicators that guide learning, facilitation, implementation, and evaluation of professional learning (Learning Forward, 2011). Wayzata is focused on aligning our professional development efforts with the seven Learning Forward standards. Our professional development plan for 2012-13 reflects that commitment.

Professional Development Standard	Wayzata Strategies
<p>Learning Communities Professional learning that increases educator effectiveness and results for all students occurs within learning communities committed to continuous improvement, collective responsibility, and goal alignment.</p>	<ul style="list-style-type: none"> • All WPS certified staff are assigned to a grade level or department professional learning community (PLC) • Time is provided during the contract day for most staff to meet with their PLC. • Professional development software is used by PLCs to maintain records. • Summer PLC work time is provided to assist teams in planning for the new school year. • During workshop week, a keynote speaker provided critical components of effective PLCs. • Administered through the QComp program, Academy for Wayzata Educators (AWE) courses and study groups provide the opportunity for additional collaboration connected to district initiatives.
<p>Leadership Professional learning that increases educator effectiveness and results for all students requires skillful leaders who develop capacity, advocate, and create support systems for professional learning.</p>	<ul style="list-style-type: none"> • Professional development work is aligned with district initiatives. • All principals and many teacher leaders are trained in the PLC model, Collaborative Inquiry, and effective assessment practices. • Peer coaches work informally with PLCs. • District cohorts, led by teacher leaders, serve as MyWay leaders within buildings to provide repeated leadership and learning support to teachers as they implement personalizing learning in a 1:1 learning environment.
<p>Resources Professional learning that increases educator effectiveness and results for all students requires prioritizing, monitoring, and coordinating resources for educator learning.</p>	<ul style="list-style-type: none"> • District Professional Development Committee serves as a liaison to Director of Curriculum and Instruction and Professional Development Teacher on Special Assignment to prioritize professional development efforts. • Professional development “puzzle” continues to represent key initiatives supported by district professional development funds. • Professional development approvals are tied to district goals and objectives.

<p>Data Professional learning that increases educator effectiveness and results for all students uses a variety of sources and types of student, educator, and system data to plan, assess, and evaluate professional learning.</p>	<ul style="list-style-type: none"> • A survey from spring 2012 was used to identify areas of further learning and support for PLCs. • Sites monitor student assessment data using Performance Matters, an assessment and data management platform, to target student needs, which drives professional development offerings. • K-12 Insight survey program is used to gain staff input for professional development planning. • Evaluation data is received and analyzed for professional development activities (Technology, AWE, etc.). • On surveys of AWE classes, staff report that they learned and applied concepts that increase their effectiveness as a teacher.
<p>Learning Designs Professional learning that increases educator effectiveness and results for all students integrates theories, research, and models of human learning to achieve its intended outcomes.</p>	<ul style="list-style-type: none"> • Professional Learning Community work is based on the research of Richard DuFour, Rebecca DuFour, and Robert Eaker. • Collaborative Inquiry model, from Research for Better Teaching, is used in data decisions. • Data-Driven Dialogue and Causes & Solutions protocols are used by PLCs. • Technology classes focus on classroom integration and assisting teachers in helping students meet identified technology standards. • Sites, led by trained teacher leaders, work on site professional development needs, including effective instruction and assessment practices based on the work of Reeves, Marzano and Wiliam. • Teacher-designed professional development is emphasized (AWE courses/study groups, summer PLC work, Summer Technology Institute).
<p>Implementation Professional learning that increases educator effectiveness and results for all students applies research on change and sustains support for implementation of professional learning for long term change.</p>	<ul style="list-style-type: none"> • Professional development work is on-going, repeated and aligned to district initiatives including: curriculum alignment, effective assessment practices, data informed decisions, and personalized learning.
<p>Outcomes Professional learning that increases educator effectiveness and results for all students aligns its outcomes with educator performance and student curriculum standards.</p>	<ul style="list-style-type: none"> • Sites continue to set rigorous student learning goals and achievement remains at very high levels. • Teams create and analyze data from common assessments, focused on increasing student learning. • All K-3 teachers receive individual learning opportunities focused on assessing student reading difficulties and implementing evidence-based intervention strategies.

District Advisory Committee

Curriculum, Instruction & Technology Advisory Committee (CITAC)

Statement of Purpose: CITAC's purpose is to function as an advisory committee to the Wayzata School Board and administration regarding the following curriculum review and technology matters:

- Curriculum and Technology goals and evaluations
- Priorities for student educational experiences
- Curriculum, Instruction & Technology policies and effective practices
- Curriculum, Instruction & Technology decisions impact analysis
- Local, state, and national trends in curriculum, instruction, technology and implementation
- Legislative issues impacting curriculum, instruction and technology in education

Requirements: Candidates need to reside in the Wayzata School District, should possess an interest in curriculum, instruction and education technology issues; a strong background in education and/or information technology; and a desire to further the success of the students and families served by Wayzata Public Schools.

Meeting Schedule: Meets four times annually. Meetings will be held on the second Tuesday of October, December, February and May from 7:30 to 9:00 a.m. at Central Middle School in the Room A413.

Membership Size: Fifteen community members and representatives from the school district technology and curriculum departments. A representative from the Wayzata Education Association (teacher's union) is also included.

Length of Service: Each community member will serve a three-year term with one-third of the members' terms ending each year, enabling new members to be selected. Members may choose to serve more than one term.

Selection: Committee members will be selected in September. Applications will be sent to potential candidates. Completed forms will be evaluated and approved by the Director of Technology and the Director of Curriculum and Instruction.

If you are interested in applying, or if you have questions regarding CITAC or the application process please contact Julie Hiebert at 763-745-5103 or via email at julie.hiebert@wayzata.k12.mn.us.

WAYZATA PUBLIC SCHOOLS

Independent School District 284

Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – September 24, 2012

AGENDA ITEM: 3. MASTER LEASE PURCHASE AGREEMENT – APPLE INC.

COMMENTS BY: Mr. Westrum

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 iPads for the District’s MyWay initiative.

The terms and conditions are included within the attached Master Lease Purchase Agreement. Highlights include the term to begin October 1, 2012, with a 3 year term and an effective interest rate of 0.09%. Apple Inc. has a state contract in place and thus, the district is in compliance with the state bid laws.

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 school board approved the 2012-2013 budget at its June 11, 2012 meeting and the annual outlay is within the budget approved at that time.

RECOMMENDED ACTION: Approve the Master Lease Purchase Agreement with Apple Inc. and authorize the Superintendent to execute and deliver the agreement.

Motion by: _____ ROLL CALL Passed _____

Second by: _____ VOTE Failed _____

Apple Inc. Education Price Quote

Customer: Wade Phillips
 WAYZATA SCHOOL DISTRICT 284
 7637455101 phone
 wade.phillips@wayzata.k12.mn.us email

Apple Inc: Paul Miller
 1 Infinite Loop
 MS: 111-HOM
 Cupertino, CA 95014
 612-6705446 ph
 651-305-0242 fax
 paulm@apple.com email

Apple Quote: 2200175116
 Quote Date: 11-Sep-2012
 Quote Valid Until: 28-Sep-2012

Quote Comments:

Distributed Discount Pricing
 Purchase Order should reflect these amounts

#	Details and Comments	Qty	Unit List Price	\$ Discount per Unit	Net Unit Price	Extended Discounted Price	\$ Discount per Unit	Net Unit Price	Extended Discounted Price
1	iPad 2 16GB with Wi-Fi - Black (10-pack) Part Number: BG701LL/A	365	3,790.00	0.00	3790.00	1383350.00	90.92	3699.08	1350165.61
2	APS 4 Consecutive Days Architecture and Integration Services Part Number: D4702LL/A	4	8,500.00	0.00	8500.00	34000.00	203.90	8296.10	33184.39
Subtotals						1,383,350.00			1,383,350.00

Complete your order by one of the following:

- Submit order online as an Authorized Purchaser
<https://ecommerce.apple.com>
- Email a copy of this quote with your Purchase Order
institutionorders@apple.com
- Fax a copy of this quote with your Purchase Order
 651-305-0242

EDU List Price Total:	1,417,350.00
<i>Total Discount</i>	<i>34,000.00</i>
Extended Discounted Subtotal	1,383,350.00
<i>eWaste Fee / Recycling Fee</i>	<i>0.00</i>
Extended Discounted Total Price	1,383,350.00

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS:

- ANY ORDER THAT YOU PLACE IN RESPONSE TO THIS QUOTE WILL BE GOVERNED BY (1) ANY CONTRACT IN EFFECT BETWEEN APPLE INC. ("APPLE") AND YOU AT THE TIME YOU PLACE THE ORDER OR (2), IF YOU DO NOT HAVE A CONTRACT IN EFFECT WITH APPLE GO [HERE TO APPLY FOR A CONTRACT](#).
- IF YOU USE YOUR FORM OF PURCHASE ORDER TO PLACE AN ORDER IN RESPONSE TO THIS QUOTE, APPLE REJECTS ANY TERMS SET OUT ON THE PURCHASE ORDER THAT ARE INCONSISTENT WITH OR IN ADDITION TO THE TERMS OF YOUR AGREEMENT WITH APPLE.
- YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE.
- UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL **28-Sep-2012** UNLESS APPLE WITHDRAWS IT BEFORE YOU PLACE AN ORDER, BY SENDING NOTICE OF ITS INTENTION TO WITHDRAW THE QUOTE TO YOUR ADDRESS SET OUT IN THE QUOTE. APPLE MAY MODIFY ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF THIS QUOTE CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- THE TOTAL AMOUNT OF DISCOUNT OFFERED IN THIS QUOTE IS PROPORTIONALLY ALLOCATED ACROSS ALL PRODUCTS WHICH ARE REFERENCED UNDER THE SECTION TITLED "DISTRIBUTED DISCOUNT PRICING" AND SHOULD MATCH THE AMOUNTS ON ANY CORRESPONDING CUSTOMER PURCHASE ORDER.
- UNLESS SPECIFIED ABOVE, SHIPPING AND HANDLING ARE INCLUDED IN THE TOTAL PRICE.

SEA # 935668
 Opportunity ID: 115667450

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Document rev 1.0

Date of last revision – April 11th, 2012



Apple Inc.
Lease Documentation Checklist

Please call *Therese Lohmann* at *480.419.4233* with any questions.

Documents Required Prior to Shipment	Action Required	Faxed to Apple
Please fax the following items to Therese Lohmann at 877.233.2505		
Master Lease Purchase Agreement	Lessee Signature, Printed Name/Title, Execution Date & Federal Tax ID No.	_____
Schedule (Exhibit A)	Lessee Signature, Name/Title & Execution Date	_____
Incumbency Certificate (Exhibit C)	The Incumbency section is to be executed by a person other than the signer of the documents. This may be a Board Secretary/Clerk, any Board Member OR Superintendent.	_____
Bank Qualified Designation (Exhibit D)	This tells us if the issue is "Bank Qualified" or "Non-Bank Qualified"	_____
Lease Payment Instructions (Exhibit E)	Identify how Lease is to be invoiced.	_____
Insurance Coverage Requirements (Exh F)	Complete name of insurance company and contact info.	_____
Opinion of Counsel (Exhibit G)	Forward attached Word document to attorney for completion.	_____
IRS Form 8038-G or 8038-GC	Complete per instructions and sign.	_____
Credit Application and Essential Use Certificate	Complete in its entirety. This information will be used for Credit review and approval. Please return with three (3) most recent Audited Financial Statements . Transaction is subject to credit approval	_____
Purchase Order(s)	Include Equipment Description and Lease Terms on PO(s). Additionally, please provide third party vendor contacts (<i>if applicable</i>). Apple will contact third party vendor(s) regarding invoice remittance.	_____

Documents Required Prior to Funding	Action Required	Mailed to Apple
Originals of all the above	Please mail to: Apple Financial Services Attention: Therese Lohmann 8377 East Hartford Drive, Suite 115 Scottsdale, AZ 85255	_____
Insurance Certificate or Self-Insurance Letter	Provide All Risk Property Coverage listing Apple Inc. and its assigns as "Loss Payee" or provide a letter of self insurance as described in the "Insurance Coverage Requirements."	_____
Acceptance Certificate (Exhibit B)	Lessee Signature, Name/Title & Execution Date. Sign upon acceptance.	_____
Advance Lease Payment	Send prior to commencement date of Lease (<i>Invoice attached, if applicable</i>)	_____
Sales/Use Tax Exemption Certificate	Send prior to commencement date of Lease	_____
Board Resolution approving and Enabling the Lease/Purchase	Send prior to commencement date of Lease	_____



Lessee: Independent School District No. 284

Attention: Wade Phillips

Invoice Number: ADVANCE / 100787
Invoice Due Date: 10/26/2012
Amount Due: \$465,254.27

Equipment Description Apple Computer Equipment

Customer Reference Number: 784-4-100787

Payment Number	Interest Portion	Principal Portion	Amount Due
Advance	\$0.00	\$465,254.27	\$465,254.27

Remit to:

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

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

Keep top portion for your records

Please detach bottom portion and return with your payment.

Apple Financial Services

Remit to:
Apple Financial Services
8377 East Hartford Drive, Suite 115
Scottsdale, AZ 85255
Attn: Therese Lohmann

Invoice Number: ADVANCE / 100787
Due Date: 10/26/2012
Amount Due: \$465,254.27



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: _____

BY: _____

TITLE: _____

TITLE: _____

FED TAX ID#: _____

EXHIBIT A

Schedule No. 1 Dated October 26, 2012 to Master Lease Purchase Agreement Dated October 26, 2012

This Schedule No. 1 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated October 26, 2012 ("Master Lease"), and is effective as of October 26, 2012. 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	
QTY	EQUIPMENT DESCRIPTION
	Computer Hardware--See attached Exhibit 1.

LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	10/26/2012					\$1,383,350.00
1	10/26/2012	\$465,254.27	\$0.00	\$465,254.27		\$918,095.73
2	10/26/2013	\$465,254.27	\$8,262.86	\$456,991.41	*\$470,326.41	\$461,104.33
3	10/26/2014	\$465,254.27	\$4,149.94	\$461,104.33	-\$0.00	-\$0.00
Totals:		\$1,395,762.80	\$12,412.80	\$1,383,350.00	Rate 0.9000%	

*Prepayment penalty for early payment will be waived if Lessee leases additional Apple equipment at that time.

Lessee acknowledges that the discounted purchase price for the Lease is \$1,361,996.59 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 2.5000% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

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

Commencement Date: **October 26, 2012**

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

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 284**
 SIGNATURE: X _____
 NAME / TITLE: X _____
 DATE: X _____

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

Details and Comments	Qty
iPad 2 16GB with Wi-Fi – Black (10-pack) Part Number: BG701LL/A	365
APS 4 Consecutive Days Architecture and Integration Services	4

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

EXHIBIT B

ACCEPTANCE CERTIFICATE

Re: Schedule No. 1, dated October 26, 2012, (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.

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, installed and accepted on the date hereof.
- (2) Lessee has conducted such inspection and/or testing of the Equipment listed in the Schedule as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes.
- (3) Lessee is currently maintaining the insurance coverage required by Section 15 of the Master Lease.
- (4) 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 C

INCUMBENCY CERTIFICATE

Schedule No. 1 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.)

EXHIBIT D

BANK QUALIFIED DESIGNATION

Schedule No. 1 to Master Lease Purchase Agreement Dated October 26, 2012

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

Bank Qualified

- Lessee has designated, and hereby designates, this Lease as a “qualified tax-exempt obligation” for the purposes and within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”). In making that designation, Lessee hereby certifies and represents that:
- As of the date hereof in the current calendar year, neither Lessee nor any other issuer on behalf of Lessee has designated more than \$10,000,000 of obligations (including this Lease) as “qualified tax-exempt obligations”;
 - 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 current calendar year will not exceed \$10,000,000;
 - The Lease will not be at any time a “private activity bond” as defined in Section 141 of the Code;
 - The Lease is not subject to control by any entity and there are no entities subject to control by Lessee; and
 - Not more than \$10,000,000 of obligations of any kind (including the Lease) issued by, on behalf of or allocated to Lessee will be designated for purposes of Section 265(b)(3) of the Code during the current calendar year.

Non-Bank Qualified

- 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, 2011 form

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

- Line 2:** **Enter the EIN number of the Issuer (Lessee)**
An issuer (Lessee) that does not have an employer identification number (EIN) should apply for one on Form SS-4, Application for Employer Identification Number. This form may be obtained at Social Security Administration offices or by calling 1-800-TAX-FORM (1-800-829-3676). You can also get this form on the IRS website at www.irs.gov. You may receive an EIN by telephone by following the instructions for Form SS-4.
- Lines 10a and 10b:** **Enter the name, title, and telephone number of the officer of the Issuer whom the IRS may call for more information**
If the issuer wishes to designate a person other than an officer of the issuer (including a legal representative or paid preparer) whom the IRS may call for more information with respect to this return, enter the name, title, and telephone number of such person.
- Line 39:** **Bank Qualified Designation**
Check this box if this Lease is designated as a "small issuer exception" under section 265(b)(3)(B)(i)(III). [Issuer (Lessee) reasonably anticipates that the total amount of tax-exempt obligations (including this Lease) to be issued by or on behalf of Lessee (or allocated to Lessee) during the calendar year 2012 will not exceed \$10,000,000.]
- Lines 41a-41d and 42:** **Hedges**
If the issuer (Lessee) has identified a hedge, this section must be completed.
- Line 43:** **Written procedures regarding Remediation of Non-Qualified Bonds**
Check this box if Issuer (Lessee) has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions).
- Line 44:** **Written procedures to monitor Section 148 of the Code**
Check this box if Issuer (Lessee) has established written procedures to monitor the requirements of Section 148 of the Internal Revenue Code (related to arbitrage and yield restriction).
- Lines 45a and 45b:** **Reimbursement**
If applicable, please identify whether any proceeds of the issue were used to reimburse expenditures. Please identify the amount of reimbursed expenditures and the date of the adoption of the official declaration of intent. [The instructions acknowledge that such declaration is not always required but do not provide guidance on completion without such requirement.]
- Signature and Consent:** **Please provide an authorized signature, date, and printed (or typed) name and title of the individual signing on behalf of Lessee.**

Information Return for Tax-Exempt Governmental Obligations

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

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

PPF # 100787

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here <input type="checkbox"/>
1 Issuer's name Independent School District No. 284		2 Issuer's employer identification number (EIN)
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) 210 County Road 101 N	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Wayzata, Minnesota 55391		7 Date of issue October 26, 2012
8 Name of Issue Schedule No. 1 dtd 10/26/2012 to Master Lease Purchase Agreement dtd 10/26/2012		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

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11	\$1,306,024	13
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		
19 If obligations are TANs or RANs, check only box 19a			<input type="checkbox"/>
If obligations are BANs, check only box 19b			<input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			<input checked="" type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/26/2014	\$ 1,306,024.13	\$ n/a	2.00 years	2.5000 %

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

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

Part VI Miscellaneous

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

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ Signature of issuer's authorized representative		▶ _____ Date	
	▶ _____ Type or print name and title			
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	Cathleen D. Jimenez			PTIN PO1269392
	Firm's name ▶ Pinnacle Public Finance, Inc.	Firm's EIN ▶ 27-3119149		
Firm's address ▶ 8377 E. Hartford Dr, Ste 115, Scottsdale, AZ 85255	Phone no. 480-585-3789			

EXHIBIT E

LEASE PAYMENT INSTRUCTIONS

Pursuant to the Master Lease Purchase Agreement dated October 26, 2012 (the "Master Lease"), Schedule No. 1, between Apple Inc. (the "Lessor") and Independent School District No. 284 (the "Lessee"), Lessee hereby acknowledges the obligations to make Lease Payments promptly when due in accordance with the Lease.

INDEPENDENT SCHOOL DISTRICT NO. 284: _____

TAX ID#: _____

INVOICE MAILING ADDRESS: _____

Mail invoices to the attention of: _____
Phone (____) _____
Fax (____) _____
Email: _____

Approval of Invoices required by: _____
Phone (____) _____
Fax (____) _____
Email: _____

Accounts Payable Contact: _____
Phone (____) _____
Fax (____) _____
Email: _____

Processing time for Invoices: _____ Approval: _____ Checks: _____

Do you have a Purchase Order Number that you would like included on the invoice? No___Yes___PO#___

Do your Purchase order numbers change annually? No___Yes___Processing time for new purchase orders:___

LESSEE: INDEPENDENT SCHOOL DISTRICT NO. 284
SIGNATURE: X _____
NAME / TITLE: X _____
DATE: X _____

EXHIBIT F

INSURANCE COVERAGE REQUIREMENTS

INDEPENDENT SCHOOL DISTRICT NO. 284

- 1) Insurance Agency - Name of Agency, Phone Number, Fax Number, and Contact Name

- 2) 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.

- 3) 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:

A letter needs to be prepared on Lessee's Letterhead and addressed to **APPLE INC. and its Assigns**, and signed by an authorized official of the Lessee. The letter must refer to the Master Lease, and include information regarding the statute authorizing this form of insurance (with a copy of the statute attached to the letter).

WAYZATA PUBLIC SCHOOLS

Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – September 24, 2011

AGENDA ITEM: 4. PRELIMINARY LEVY LIMITATION AND GERTIFICATION

2012 PAYABLE 2013

COMMENTS BY: Mr. Westrum

Preliminary Levy Limitation and Certification – 2012 Payable 2013

Minnesota Law requires school districts to certify their proposed property tax levy payable in 2013 to the county auditor on or before September 30, 2012. We have recently received the levy data from the Minnesota Department of Education and are analyzing the details. A summary spreadsheet and a written analysis of the proposed levy will be discussed at the Board Meeting. The Minnesota Department of Education is still in the process of making computer program changes and will be providing school districts with updated reports through October 5th, 2012.

While most components of the levy are materially accurate and complete, the Administration will be recommending that the Board levy a preliminary amount in all funds. If the Board approves the maximum allowed, the county auditor will automatically include any positive adjustments in the levy. Otherwise, the final levy amount cannot exceed the preliminary levy amount, except for some very limited exceptions.

The School Board will set the final levy certification amounts at its Regular Board meeting in December.

RECOMMENDED ACTION: Approve the Preliminary Levy Limitation and Certification for 2012 Payable 2013 at the maximum allowed by state statute.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____



TO: Members of the Board of Education
Dr. Chace Anderson, Superintendent of Schools

FROM: Jim Westrum, Finance and Business

DATE: September 24, 2012

SUBJ: **Recommendation of the Payable 2013 Preliminary Tax Levy
Certification to Finance a portion of the 2013-2014 School Year
Operations**

We have received a draft “Levy Limitation and Certification” document from the State Department of Education. Based on this state authorization, we have enclosed several exhibits summarizing our preliminary levy for your consideration.

The school district’s payable 2013 preliminary tax levy must be certified by our school board by September 30, 2012. Therefore, it is necessary that we certify a preliminary tax levy at the special school board meeting scheduled for Monday, September 24, 2012. Once we have submitted our preliminary tax levy certification to the county auditor, it can be increased only with authorization from the Minnesota Department of Education. However, individual items may be decreased prior to final approval which is expected to occur in December 2012.

The district’s property tax levy is allocated to individual parcels of property in the district using formulas based upon Hennepin County’s assessed market value. Hennepin County’s preliminary estimate of the district’s total adjusted net tax capacity is expected to stabilize when compared with the prior year’s values. Thus, the average Wayzata Public School District taxpayer’s school portion of this year’s property tax bill will be similar when it is compared to last year, unless they have experienced a significant change in their property’s assessed value. We will have individual parcel estimates available prior to approval of the final levy scheduled in December.



PROPOSED SCHOOL TAX LEVY

The total preliminary levy for taxes payable in 2013 is \$48,578,150. This total levy amount represents an overall increase of \$971,308 or 2.04% from the previous year, and incorporates an intentional reduction of nearly \$1 million of levy authority for capital projects that the administration chose to defer to future years.

The table below shows a comparison of the district administration’s recommended preliminary levy payable in 2013 with the district’s final levy payable in 2012.

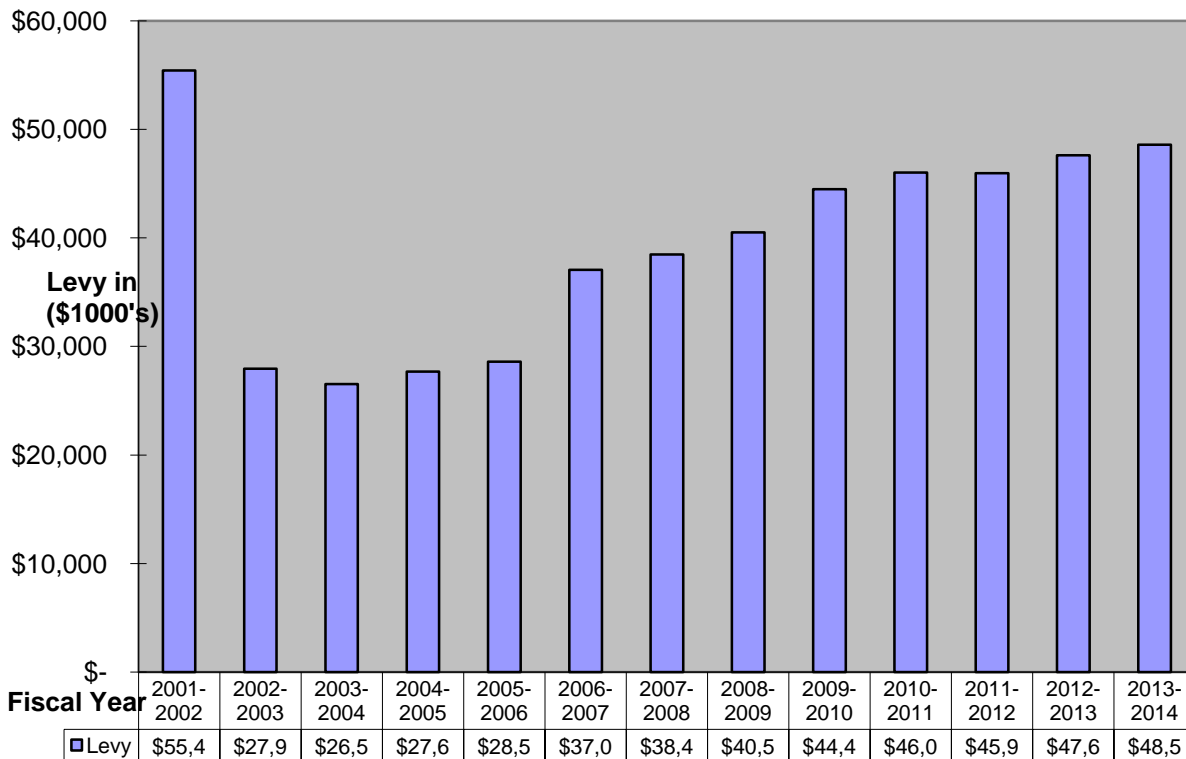
<u>FUND</u>	<u>PRELIMINARY</u>	<u>PAYABLE</u>	<u>PERCENT</u>	
	<u>2013 LEVY</u>	<u>2012 LEVY</u>	<u>CHANGE</u>	<u>CHANGE</u>
General	\$ 35,840,267	\$ 35,162,682	\$ 677,585	1.93%
Community Service	\$ 1,528,194	\$ 1,402,000	\$ 126,194	9.00%
Debt Service	\$ 11,209,689	\$ 11,042,160	\$ 167,529	1.52%
TOTAL	48,578,150	\$ 47,606,842	\$ 971,308	2.04%

Much of the change in the District’s total levy is due to growth in our resident student enrollment. Voter approved operating referendum authority is calculated based upon the number of resident students times the per pupil authority. In recent years, resident student enrollment growth translates directly into an increase in the total operating referendum authority component of our property tax levy. It is important to note that the district’s preliminary levy amount not only includes referendum authority for the 2013-2014 school year, but levy adjustments for increases in final 2010-2011 resident enrollment as well as increases in revised 2012-2013 resident student enrollment. Thus, the change in the General fund from the previous year is an increase of \$677,585 or 1.93%. An increase in the population of the district is reflected in the increase in the Community Service Levy as well.



The following chart shows the district’s total levy history over the last decade.

Property Tax levy Historical Trends
All funds



Historically, it is important to note that the district’s local tax levy declined significantly in the 2002-2003 school year due to the major changes and property tax reform that took place at that time. Levies subsequent to 2002-2003 include voter approved operating referendum and technology levies that were approved by voters of the district. With the district’s robust growth in the northern part of the district, the corresponding tax capacity growth minimized the individual taxpayer impact of most of the increases in levy components. While adding additional homes and properties within the district continue to reduce the tax burden of existing taxpayers, recent legislative changes on how local property taxes are allocated and variations in assessed valuations often make it difficult to quantify a direct correlation between the district’s property tax levy and the amount of taxes that an individual property owner will pay.

The following pages provide a detailed analysis of the levy by fund.



GENERAL FUND

Exhibit I is a detailed analysis of the proposed levy recommendation for the General fund and will be discussed in greater detail at the September 24, 2012 work session. Overall, the General fund levy increased by \$677,585, or 1.93%. Of this change in the District's levy, \$1,105,234 is due to referendum authority attributed to growth in our resident student enrollment. In 2009, local voters approved an operating referendum that provides revenue to be used for class size reductions and other educational purposes. This voter approved operating referendum authority is calculated based upon the number of resident students and resident enrollment growth translates directly into an increase in the total operating referendum authority component of our property tax levy. It is important to note that the referendum levy component's changes represents three years of increases; \$310,011 of projected referendum authority for the 2013-2014 school year, \$446,638 of final referendum authority for the 2010-2011 school year, and \$348,585 of revised referendum authority for the 2012-2013 school year.

The General fund levy also includes several other components that are primarily formula driven and have changed either due to changes in enrollment or changes in the district's tax capacity. For instance, both the technology levy and the operating capital levy have decreased to reflect a slight change in authority based upon the Net Tax Capacity of the district's tax base. Health and Safety levy has decreased as state approved projects have been completed. Lease levy includes preliminary state approval for additional elementary instructional spaces.

COMMUNITY SERVICES FUND

Exhibit II is a detailed analysis of the proposed levy recommendation for the Community Services fund.

These levies are based on statewide tax rates applied to all property in the State. Statewide revenue formulas continue to generate slight increases in revenue due to current and prior district population growth.



DEBT SERVICE FUND

Exhibit III is a detailed analysis of the proposed levy recommendation for the Debt Service fund.

The district is required to levy 105% of scheduled principal and interest payments. The required levy includes the **current** required debt service amount.

SUMMARY

The proposed school tax levy represents the combined total impact, across all funds, of the legislated property tax program combined with the educational programming needs of the Wayzata Public Schools as they relate to our particular levy authority/capacity. As the state continues to refine the 31 pages of formulas that calculate this levy, it is important to note that minor changes may still occur. This year the state is allowing local school boards to simply approve a "MAXIMUM" preliminary levy certification to allow changes made until October 5th to be reflected in the parcel specific notices that will be mailed out this fall. We are recommending that the board approve the "Maximum" amount at this time. The board retains the option to reduce the amount subsequently adopted at the December 10, 2012 meeting.

TRUTH IN TAXATION LAW

Legislative Session Laws 2009 repealed the requirement to hold a truth in taxation hearing. The public will have the opportunity to speak to the board at the regular school board meeting December 10, 2012 at 7:00 p.m.

If you have questions regarding the enclosed materials or desire additional information, please give me a call at any time at 763-745-5023.



Exhibit I

	PRELIMINARY				
	Payable	Payable			
	2013	2012		Dollar	Percent
	Amount	Amount		Change	Change
Referendum Levy Authority	\$ 20,090,983	\$ 18,985,749		\$ 1,105,234	5.82%
Equity Revenue	930,343	931,776		(1,433)	-0.15%
Transition Revenue	14,012	13,720		292	2.13%
Technology Levy	5,520,323	5,582,408		(62,085)	-1.11%
Operating Capital	2,204,015	2,269,839		(65,824)	-2.90%
Alt Teacher Compensation (Q-comp)	978,192	970,048		8,144	0.84%
LCTS Recovery Judgment	-	58,127		(58,127)	-100.00%
Integration	474,080	474,080		-	0.00%
Reemployment (state unemployment)	57,100	57,100		-	0.00%
Safe Schools/Crime Levy	375,328	367,504		7,823	2.13%
-- Safe schools Intermediate 287	125,109	122,501		2,608	2.13%
Ice Arena	275,059	277,207		(2,148)	-0.78%
Career Technical	197,103	225,501		(28,398)	-12.59%
Health and Safety	883,183	1,070,902		(187,719)	-17.53%
Alt Facilities/Deferred Maintenance	1,724,668	2,066,532		(341,864)	-16.54%
Capital Facility Bonds	(583,718)	(567,143)		(16,575)	2.92%
Lease Levy	2,316,905	2,156,294		160,611	7.45%
Abatements	133,943	141,144		(7,201)	-5.10%
Other adjustments	123,639	(40,609)		164,248	-404.46%
GENERAL FUND TOTALS	\$ 35,840,267	\$ 35,162,682	##	\$ 677,585	1.93%



Exhibit II
Community Service Fund

	PRELIMINARY				
	Payable	Payable		Dollar	Percent
	2013	2012		Change	Change
	Amount	Amount			
Basic Levy	\$ 425,316	\$ 421,206		\$ 4,110	1.0%
Early Childhood Levy	390,000	372,000		18,000	4.8%
Home Visitation Levy	5,200	4,960		240	4.8%
Adults with Disabilities	7,500	7,500		-	0.0%
School Age Care (before and after school for students w/disabilities)	630,000	600,000		30,000	5.0%
Abatements and Prior year adjustments	70,178	(3,666)		73,844	
COMMUNITY SERVICE FUND TOTAL	\$ 1,528,194	\$ 1,402,000		\$ 126,194	9.00%

Exhibit III
Debt Service Fund

	PRELIMINARY				
	Payable	Payable		Dollar	Percent
	2013	2012		Change	Change
	Amount	Amount			
Required Levy of 105% of Scheduled Principal and Interest *	\$ 10,237,545	\$ 9,974,991		\$ 262,553	2.6%
Capital and Alternative Facilities Bonds	972,144	1,067,168		\$ (95,024)	-8.9%
DEBT SERVICE FUND TOTALS	11,209,689	11,042,160		167,529	1.52%

WAYZATA PUBLIC SCHOOLS
Independent School District 284
Wayzata, Minnesota

BOARD OF EDUCATION

Special Meeting – September 24, 2012

AGENDA ITEM: 5. ADJOURN

COMMENTS BY: Board Chair Hesby

If there is no additional business before the School Board, the Chair will call for a motion to adjourn the meeting.

Motion by: _____ Yes _____ Passed _____

Second by: _____ No _____ Failed _____

Abstentions _____