



AGENDA
Independent School District No. 77
Mankato, MN 56001

Monday, April 15, 2024 - 5:30 p.m.
Intergovernmental Center - Mankato Room

1. CALL TO ORDER AND ROLL CALL (5:30 P.M.)
2. APPROVAL OF AGENDA (5:30 P.M.)
3. MAPS STAFF SPOTLIGHT (5:35 P.M.)
4. OPEN FORUM (5:45 P.M.)
5. INFORMATION (5:55 P.M.)
 - A. Winter Student/Staff Recognition
 - B. Student Support Services Update
 - C. Board Member Workshop/Committee Reports
6. CONSENT AGENDA (6:35 P.M.)
 - A. Approval of Minutes of April 1, 2024, Regular Meeting
 - B. Approval of April Bills
 - C. Personnel
7. BUSINESS (6:40 P.M.)
 - A. Acceptance of Gifts and Grants

- B. Resolution Relating to the Termination/Non-Renewal of Teaching Contracts of Probationary, Tier 1, Tier 2, and/or Contract Substitute Teachers
 - C. Approval of 2024-25 Dental Program Rates
 - D. Approval of City Lease Agreement for All Seasons Arena
8. ADJOURNMENT (7:00 P.M.)



School Board Members for 2024

Shannon Sinning, Chair
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Term Ends December 31, 2026

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Liz Ratcliff
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Term Ends December 31, 2024

Paul Peterson, Superintendent
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Mankato, MN 56001
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OPEN FORUM GUIDELINES

The Mankato Area School Board welcomes public participation through open forum. Hearing from citizens is an important aspect of public service, and the School Board appreciates people sharing their views.

It is important to note that School Board meetings are business meetings held in the public. They are not public meetings nor are they a public forum. They are a business meeting of the elected representatives of the school district. The Mankato Area School Board expects that the same etiquette and decorum displayed during the business meeting be present during the open forum.

- Open forum participation is limited to those individuals who wish to speak to an item on the Board agenda.
- The School Board does not comment or ask questions during open forum.
- Each speaker is asked to provide his/her name and city for the record.
- Each speaker is allowed three (3) minutes to speak. The Board Chair will alert speakers when their time is up. Failure to stop speaking and blatantly ignore the cue, will result in an individual losing the ability to participate in open forums for the next two months.
- When there is a large number of speakers, the Board Chair may modify open forum, such as shortening the time allotted for each speaker, adding an overall time limit, or shifting a portion of the open forum to the end of the meeting.
- Open forum participants are prohibited from calling out or addressing any individual School Board or school district staff member. If this occurs, open forum will be closed and the individual will not be allowed to participate in future open forums.
- Crowd noise or any sort of grandstanding during open forum, including applause, talking, shouting, or any outbursts will result in the open forum being closed.

Citizens wishing to speak are asked to fill out the form online by 3 pm the day of the meeting or complete a Visitor Registration Card (located at the door of the meeting room) and hand it to the Board Chair or Deputy Clerk prior to the start of the meeting.

Visit our Web Site at www.isd77.org

School Board Meeting Agendas and Minutes can be found at www.isd77.org/page/4677



DISTRICT STRATEGIC ROADMAP

Who we are and who we strive to be

Mission Statement

our core purpose

Mankato Area Public Schools (MAPS) is committed to working together equitably, with families and communities, so that each learner has the knowledge and skills to be a successful and contributing citizen in a diverse global society.

Commitment and Values

what drives our actions and words

MAPS works to be:

- Visibly Inclusive
- Intentionally Equitable
- Anti-racist
- Committed to Excellence
- Accountable for Results

Vision

what we commit to create

Every learner will be seen for who they are inclusive of race, national origin, home language, sex, gender, sexual orientation, disability, age, and religion. MAPS learners will experience a school environment that builds their voice and agency. Learners and families will be seen and heard. MAPS will assure that each learner has the skills to enter society with a joy for learning, a positive vision for the future and the ability to navigate the world with hope, dignity, and their multiple talents.

Strategic Direction

our focus for continuous improvement

- Improving learning and development for ALL students
- Strengthening our welcoming, connecting, and partnership
- Increasing student readiness for life options after graduation
- Optimizing our management of all types of resources
- Developing our staff's capacity, skills, and accountability

We will reach our mission and vision when:

- each student is ready for kindergarten;
- each student is reading well by 3rd grade;
- all achievement gaps are closed;
- all students are college and career ready by graduation;
- all students graduate; and
- each student, family, and staff member feels safe, is welcome, and is treated with dignity and respect.

School Board Regular Meeting

5. A.

Meeting Date: 04/15/2024

Prepared By: Paul Peterson, Superintendent

Subject:

Winter Student/Staff Recognition

Background:

East High Activities Director Todd Waterbury and West High Activities Director Joe Johnson will review the student/staff recognition items for the Winter season.

Recommended Action:

None

Attachments

Recognition List

The following East High students are recognized for their accomplishments during the Winter season:

Boys Basketball

- Section 2AAA Champions and Big 9 Conference Champions
- MSHSCA Silver Team Academic Award
- State Tournament Class AAA Runner-Up
 - Brogan Madson
 - MSHSL All-Tournament Team Selection
 - Lucas Gustafson
 - Amari Nobles
 - Zach Bosse
 - Dwayne Bryant
 - MJ Omot
 - Ganden Gosch
 - MSHSL All-Tournament Team Selection
 - Thokwech Puoch
 - Carson Schweim
 - MSHSL All-Tournament Team Selection
 - MSHSCA Academic All-State
 - Dwuan Reliford
 - Peyton McCormick
 - Carter Kamphoff
 - Briggs Meyer
 - Mason Diede
 - Jake Langworthy
 - Bennett Stevermer
 - Braden Petzel
 - Student Managers – Bennett Jahnke, Liliana Steinbach and Rafe Bowman

Adapted Floor Hockey

- Section Champions and State Participants
 - Caitlin Torgusen
 - Rinnah Sorenson
 - Kellen Britz
 - Jak Okumo
 - Hailie Johnson
 - Davaris Woods
 - Cordelia Emery
 - Jamari Hampton
 - Lilly Maas
 - Nevaeh Farris

Girls Basketball

- MSHSCA Silver Team Academic Award
 - Amber Reuter – MSHSCA Academic All-State
 - Hailey Petzel – MSHSCA Academic All-State
 - Ellie Edberg – MSHSCA Academic All-State
 - Macy Birkholz – MSHSCA Academic All-State
 - MSHSCA All-State Honorable Mention

Wrestling

- MSHSCA Gold Team Academic Award Winner
- Max Morgan – 189lb State Qualifier
- Jackson Stensrud – 107lb State Qualifier

Gymnastics

- MSHSCA Silver Team Academic Award
- Rylie Hansen – State Participant – All-Around (22nd Place), Vault (42th Place), Bars (47th Place),
 - Beam (38th Place) and Floor (11th Place)
 - All-State Vault and Bars
 - All-State Honorable Mention Beam, Floor and All Around
- Aubrey Britz – State Participant – All-Around (20th Place), Vault (32nd Place), Bars (40th Place),
 - Beam (31st Place) and Floor (43rd Place)
 - All-State Floor
 - All-State Honorable Mention Vault, Beam and All Around
- Kailynn Thul – State Participant – Floor (44th Place)
 - All-State Honorable Mention Vault, Bars, Floor and All Around
- Brooke Rigdon – All-State Honorable Mention Beam

Boys Swim and Dive

- 8th Place at State Meet
- MSHSCA Gold Team Academic Award (3.75 GPA)
- 200 Medley Relay: Jordan Hogue, Kaleb Kim, Elliot Bartell & Isaac Luethmers (6th Place) All-State
- 50 Freestyle: Elliot Bartell (State Qualifier)
- Diving: Spencer Flitter (7th Place) All-State
- 100 Fly: Elliot Bartell (State Champion) All-State
- 100 Freestyle: Jordan Hogue (4th Place) All-State
- 100 Backstroke: Jordan Hogue (2nd Place) All-State
- 100 Breaststroke: Kaleb Kim (16th Place)
- 400 Free Relay: Isaiah Anderson, Elliot Bartell, Isaac Luethmers and Jordan Hogue (8th Place) All-State
- MSHSCA All-State Academic – Isaiah Anderson, Kaleb Kim, Isaac Luethmers, Jackson Thomas and Adam Wedzina

Girls Hockey

- MSHSCA Silver Team Academic Award
- Sophie Steindl – MSHSCA Academic All-State
- Piper Guillemette – MSHSCA Academic All-State

Boys Hockey

- MSHSCA Silver Team Academic Award
- Aaron Kamm – MSHSCA Academic All-State
- Christian Theuninck – MSHSCA Academic All-State

VEX Robotics

- 8ⁿt My Fault (Team 9457S) – State Qualifiers

- Nico Wood
- Taylor Reuter
- Aidan Mayer
- Alison Smasal
- Elsie Mack
- Connor Stueber
- Logan Budge
- Kai Laidlaw
- Wolfram (Team 9457W) - State Qualifier
 - Carson Crawford
 - Jackson Ecker
 - Ibrahim Ibrahim
 - Rhett Ruter
 - Colin Talle
 - Zach Asfaw
- Complexity (Team 9457T) - State Qualifiers
 - Tyler Ball
 - Dylan Vasquez
 - Jonathan Clausen
 - Mikolaj Laskowski
 - Leo Burns
 - Tyler Georgiana
- Why? (Team 9457Y) - State Qualifiers
 - Cashel Thill
 - Nicholas Willaert
 - Blake Thielsen
 - Jonah Krenz
 - Joshua Larsen
 - Claire Pieper
 - Evan Verly

DECA

- State Participants
 - Isaiah Anderson
 - Kaia Austin
 - Graham Bennett
 - Mackenzie Burns
 - Gabe Filter
 - Guillaume Bibbee
 - Kaleb Kim
 - Michael Frutos Krueger
 - Jackson Thomas
 - Ibrahim Ibrahim
 - Abdullah Khan
 - Taylor Kopischke
 - Isaac Luethmers
 - Esther Njeru
 - Luke Scholtes
 - Parker Sinning
 - Erica Stensrud

- Christopher Swanson
- Madden Vanderwerf
- Domanic Wolle

The following West High students are recognized for their accomplishments during the Winter season:

Adapted Floor Hockey

- Section Champions
- State Meet Qualifiers; Keegan Addink, Ania Janssen, Chloe Marks, Santhu McFarlane, Damaria Pickett, Taylor Tokheim

Boys Alpine Ski

- Section Champions
- State Meet Qualifiers; Leo DeMars, Landon Bannerman, Walter Michels, Caleb Grassman, Dutch Krediet, Avery Barbeau
 - Leo DeMars – Conference Champion, Section Champion, All-State (11th Place)

Girls Basketball

- MSHSCA Team Academic Silver Award – GPA 3.59
- Academic All-State – Madelyn Bode

Boys Basketball

- Minnesota Basketball Coaches Association Team Academic Section Champion
- Academic All-State – Landon Dimler

Gymnastics

- Section 2A Champions
- 3rd place finish at MSHSL State Meet
- All-State
 - Charley Fernandez– Floor 4th
- All-State Honorable Mention
 - Charley Fernandez– Bars 5th, Beam 3rd and All Around 4th
 - Niya Hauer–Vault 6th, Bars, and Beam 8th and All Around
 - Grace Jacobson Vault 8th, Bars 20th, Beam, Floor and All-Around

Wrestling

- Team Academic All-State Silver Award
- Brody Koberoski
 - Section Runner-up
 - State Participant
 - All-Conference

DECA

- Mankato West Chapter received “Membership Campaign” Award

- Outstanding Student Award
 - Delaney Giesen, Will Vosburg Gage Schmidt, Luke Lumsden
- Accounting Role Play State Finalist –Addi Lawrence
- 2024-2025 State Officer for MN DECA – Addi Lawrence

State Participants

- | | |
|---------------------|-------------------|
| • Luke Lumsden | Amina Noir |
| • Ava James | Gage Schmidt |
| • Calvin O’Conner | Maleah Giesen |
| • Owen Risto | Maddie Bode |
| • Ian Risto | Brooklyn Geerdes |
| • Emily Kodet | Riley Johnson |
| • Salma Musse | Austin Nommensen |
| • Will Vosburg | Delaney Geisen |
| • Addi Lawrence | Megan Lewandowski |
| • Greg Meidl | Brody Koberoski |
| • Courtney O’Conner | Mason Schreiber |
| • Livi Downs | Frankie McAninch |
| • Alayna Johnson | Mason Durose |

Math League

- State Tournament – 4th place
 - Arlo Chapman, Emmy Gengler, Sam Gersich, Ella Haggerty, Zichun Lin, Aiden Mock, Corban Oachs, Ashley Pipes, Sophia Post, and Prithviraj Ray.

Vex Robotics

- State Tournament Qualifying Teams
 - 8110A ReStart – Evie Bottner, Max Spriggs, Dylan Jacoby, Ethan Mann, Samuel Anderson
 - 8110B Autobytes – Prith Ray, Nathan Putrah, Jaxson Parker, Collin Verzalik
 - 8110C Llamas – Carter James, Jacob Goblirsch, Jordan NG, Luke Haggerty
 - 8110D Dexterity – Logan Peters, Jack Morgan, Chase Rademaker
 - 8110R Top Gear – Walker Rotchadl, John Voracek, Max Fleming, Evan Honken
 - 8110V Volt – Edison Shore, TJ Spriggs, Tyler Jacoby, Aiden Gerdes
 - 8110W Mainframe Meltdown – Jaxton Hahn, Brendan Isenberg, Aiden Mock, Chris Squires
 - 8110Z R.I.P. Tide – Hudson Long, Mason Martirock, Evan Harodecki, Dylan Tholen, Alex Brandel

World’s Tournament Qualifying Teams

- Llamas, Top Gear, Dexterity & Volt
- Triple A
 - Allison Banse
 - Brody Koberoski

School Board Regular Meeting

5. B.

Meeting Date: 04/15/2024

Prepared By: Travis Olson, Director of Teaching & Learning

Subject:

Student Support Services Update

Background:

Molly Fox, Mikell Franke, Holly Evans, Kate Kaminski, Renae Danberry, Mike Green, and Tasha Landwehr will provide an update report on Student Support Services.

Recommended Action:

None

Attachments

Student Support Services Update



2023–2024

Student Support Team

Report to the School Board

April 15, 2024





Mission Statement

Mankato Area Public Schools
is committed to working together
equitably, with families and communities,
so that each learner has the knowledge
and skills to be a successful and
contributing citizen in a diverse global
society.

Commitment and Values

Visibly Inclusive
Intentionally Equitable
Actively Anti-racist
Committed to Excellence
Accountable for Results



Student Support Services

- Molly Fox, Lead School Social Worker (West HS)
 - 14 school social workers (3 HS, 4 MS, 3 Elementary, 2 Early Learning, 2 K-12)
- Holly Evans, K-12 Director of School Counseling (East HS)
 - 23 district counselors (7 HS, 4 MS, 9 Elementary, 3 part time Non Public)
- Mikell Franke, Co-Lead School Psychologist (West HS, Non Public Schools)
- Tasha Landwehr, Co-Lead School Psychologist (East HS, Jefferson Elementary)
 - 10 school psychologists (3 HS, 3 MS, 8 Elementary, 3 EC, 1 SUN/Futures, 1 PC/Insite, 1 Nonpublic)
- Kate Kaminski, Lead Licensed School Nurse (PWMS, C4L)
 - 6 LSNs, 18 Health Assistants (RN, LPN, CNA), 2 Health Secretaries
- Mike Green, Chemical Health (West HS, DMMS, Central, Freedom)
- Renae Danberry, Chemical Health (East HS, PWMS, PEEK)



School Psychologists

10 district school psychologists serving students from birth to age 22.

Primary Roles and Responsibilities

- Key member of building Multi Tiered Systems of Support (MTSS) teams.
 - MTSS teams analyze building data from universal screeners in reading and social/emotional.
 - MTSS teams also review individual student data to develop proactive academic, behavioral, and social/emotional interventions.
- Psychoeducational evaluations and special education due process
- Facilitators of threat assessment process
- Consultation with parents, students, and staff regarding academic and social/emotional concerns
- Behavioral intervention and de-escalation (functional behavioral assessments)
- Use of data to inform decisions



School Counselors

23 district counselors (7 High School, 4 Middle School, 9 Elementary, 3 part time Non Public)

School Counselors are responsible for three major areas of practice:

- Academic Achievement and Support
- Career and College Readiness/Post Secondary Planning
- Social/Emotional Development

What this looks like K-12:

- Individual and Group Social/Behavioral/Mental Health Counseling (short term)
- College and Career Readiness
- Academic Support and Intervention
- Classroom Development Guidance Lessons
- Safe School Environment (bullying, harassment and conflict resolution)
- Orientation and Transition Services
- Large Group Standardized Assessment
- Case Managers of 504 Plan
- Attendance and Truancy Support



School Social Workers

- 13 School Social Workers (3 High School, 4 Middle School, 5 Elementary, 1 Early Learning- share 2-3 buildings each.
- Support Youth and Families Connecting Home, School and Community
- Homeless Youth Support and Assessments
- Consultation and Intervention
- Attendance Support
- Home Visits
- Staff Trainings
- Social Emotional Learning Groups and Individual Support
- Community and Mental Health Resource Connections
- County Child Protection Team Meetings
- In School Resources- Clothing, Backpacks, FOCP, Toiletries,



School Nurses

- 6 LSNs, 18 Health Assistants (RN, LPN, CNA), 2 Health Secretaries
- Support Public and NonPublic schools
- Review health care plans and obtain medication consents as needed
- Create care plans for students with unique health care needs
- Administer daily medications
- Provide basic first aid
- Assist with any urgent medical emergencies
- Train teachers and staff
- Maintain accurate and up to date records of immunizations
- Utilize a collaborative approach to provide students with consistent school management of their health care needs

"You can't educate a child who isn't healthy and you can't keep a child healthy who is not educated."



Chemical Health Counselors

- 2 Chemical Health Counselors
 - Mike Green (West HS, Dakota Meadows, Central, Freedom School, Futures)
 - Rенаe Danberry (East HS, Prairie Winds, PEEK, Central, Freedom School)
- Provide education on substance use in various settings
- Prevention and early intervention
- Meet with students individually providing a safe and supportive environment
- Opportunity to create and provide groups for additional support with adding second counselor this school year
- Presence in schools to support and address substance use concerns in timely manner
- Connect students with community resources (partnership with WE-Covery)
- Freedom School providing sober learning environment for students in recovery
- Ongoing collaboration with support staff, teachers, and parents



Supporting the SEL of our Students

- Trauma Training offered for all staff
- Wellness Screener for all students - review outcomes and plan follow up support (Themes: Grit, Self Management, Social Awareness, Self Efficacy, Learning Strategies, Classroom Effort, Social Perspective Taking, Emotional Regulation, Engagement, Wellbeing, Sense of Belonging and Safety)
- Mindfulness in Level 3 Classrooms
- Research based SEL curriculum
- Classroom, small group and individual support for students
- PBIS, Restorative Practices, MTSS, Attendance, SEL support teams
- Led Kognito training from MN Department of Health for all staff fall 2021



Our Commitment to an Equitable School Experience

Student support teams have committed to using an equity lens within the following teams/practices mentioned previously:

- MTSS
- Threat Assessment
- Restorative Practices
- Attendance
- Special Education Evaluations
- PBIS



Student Success/Celebration

Attendance Increase:

2022-2023 Attendance Rates (9/6/22-4/3/23)

District Attendance Rate (9/6/22-4/3/23) = **91.16%**

Elementary Attendance Rate (9/6/22-4/3/23) = **93.22%**

Middle School Attendance Rate (9/6/22-4/3/23) = **91.17%**

High School Attendance Rate (9/6/22-4/3/23) = **88.42%**

2023-2024 Attendance Rates (9/5/23-4/3/24)

District Attendance Rate (9/5/23-4/3/24) = **91.90%**

Elementary Attendance Rate (9/5/23-4/3/24) = **93.77%**

Middle School Attendance Rate (9/5/23-4/3/24) = **91.97%**

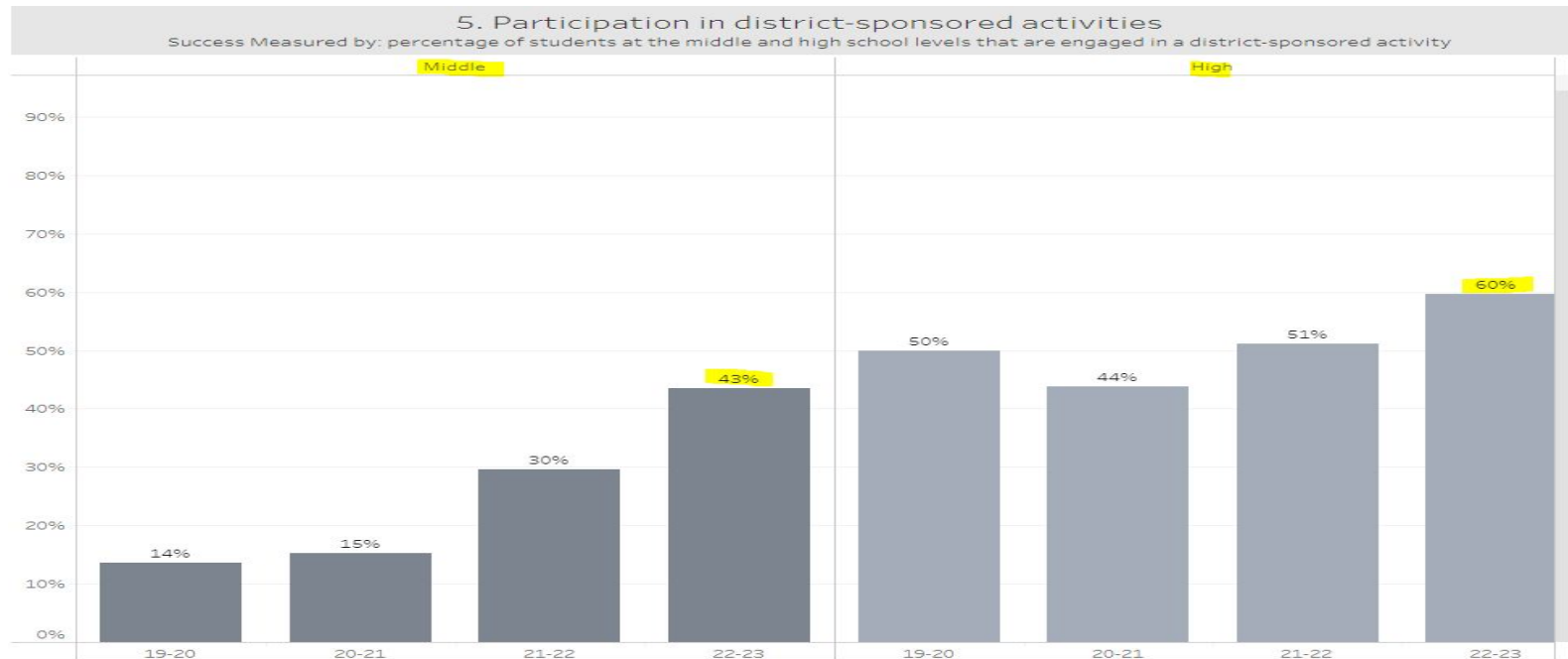
High School Attendance Rate (9/5/23-4/3/24) = **90.59%**

- Launch of Direct Admissions at East/West - Higher in-state college enrollment and FAFSA filing rates statewide
- McKinney Vento students graduating from high school
- One student graduating Freedom School after attending 3 years at Freedom
- Mental Health Connection Senior Led
- Hope Squad



Student Success/Celebration

Connection to District Sponsored Activities





Staff Success/Celebration

- Student Health Department Fully Staffed
- Chemical Health Counselors Doubled
- Filled three school psychologist positions
- Mental Health Presentation to the Student Advisory Council
- MTSS Structure
- From Intake to Graduation: A strengths based approach ALC presentation at the State Alternative Conference
- "In-Depth" Nicotine Use Prevention Training completed by Chemical Health Counselors to utilize district-wide with students



Thank you

Questions?

School Board Regular Meeting

5. C.

Meeting Date: 04/15/2024

Prepared By: Paul Peterson, Superintendent

Subject:

Board Member Workshop/Committee Reports

Background:

Board members will have an opportunity to provide brief reports on recent workshops they have attended or on committees they are serving on.

Recommended Action:

None

School Board Regular Meeting

6. A.

Meeting Date: 04/15/2024

Prepared By: Paul Peterson, Superintendent

Subject:

Approval of Minutes of April 1, 2024, Regular Meeting

Background:

See attachment.

Recommended Action:

Recommend approval of the minutes and proceedings as attached.

Attachments

Minutes - April 1, 2024

SCHOOL BOARD MINUTES
INDEPENDENT SCHOOL DISTRICT NO. 77
Mankato, Minnesota

April 1, 2024

The School Board of Independent School District No. 77 met in regular session on Monday, April 1, in the Mankato Room - Intergovernmental Center. Chair Sinning called the meeting to order at 5:30 p.m. Members present at roll call: Patrick Baker, Christopher Kind, Kari Pratt, Liz Ratcliff, Erin Roberts and Shannon Sinning. Members absent: Kristi Schuck.

Mrs. Ratcliff made a motion, and Mr. Kind seconded, approval of the agenda together with a Personnel Addendum. The motion carried on a 6-0 voice vote.

MAPS Student Spotlight: Esther Njeru - East High School

Open Forum: Elizabeth Hanke wished to speak.

Information Reports: Kennedy Elementary School Report presented by Principal Steve Rustad and Mentor Coach Brittany Ward, Insurance Committee Report presented by Director of Business Services Amanda Heilman and National Insurance Services Rep Aaron Casper, Board Member Workshop/Committee Reports.

The consent agenda items outlined below were approved on a motion by Mrs. Pratt, seconded by Mrs. Ratcliff, and carried on a 6-0 roll call vote.

Approval of Minutes of the March 18, 2024, regular Board meeting.

Personnel:

APPOINTMENTS (NON-AFFILIATED)

Sarah Brooks - Assistant Director of Nutrition Services at Northport beginning May 6, 2024. This is a Full-time, Non-Affiliated position with an annual salary of \$80,000.00 (prorated to \$12,308.00 for 40 days). She will be eligible for Category III Benefits.

Tamara Engel - Student Support Services Supervisor with the District beginning July 1, 2024. This is a Full-time, Non-Affiliated position with an annual salary of \$96,825.00. She will be eligible for Category III Benefits.

Christina Makela - Career Development Specialist for the District beginning July 1, 2024. This is a full-time, 12-month Non-affiliated position with an annual salary of \$85,825.00. She will be eligible for Category III Benefits.

Garrison Spangler - Building Technology Assistant at East High School for 6.5 hours per day/5 days per week, with a work year of 170 days beginning April 1, 2024. This is a Non-affiliated assignment, with an hourly rate of \$18.00. He will be eligible for Category I Benefits.

APPOINTMENTS (INSTRUCTIONAL)

Kay Dedinsky - Long-term Substitute Teacher for Michelle Krahling at Franklin Elementary School beginning April 3 and ending May 24, 2024. She will be placed at step 10 of the B+30 lane on the Teachers Association salary schedule.

Kathryn Johnson - Long-term Substitute Social Worker for Rebecca Sharpsteen at East High School beginning April 1 and ending May 24, 2024. She will be placed at step 10 of the M lane on the Teachers Association salary schedule.

Jessica Larsen - Special Education Teacher with the Central High Night School Program for 2 hours per day/ 2 evenings per week (M/W) beginning March 7 and ending May 2, 2024. She will be compensated according to her placement on the Teachers Association salary schedule.

Clare Sallstrom - Part-time (0.50 FTEs), Long-term Substitute Teacher for Elizabeth Freeberg at Prairie Winds Middle School beginning April 15 and ending May 10, 2024. She will be placed at step 10 of the M lane on the Teachers Association salary schedule.

Zoey Weller - Full-time (1.00 FTEs) Special Education Teacher, site to be determined, beginning August 19, 2024, for the 2024-25 school year. She will be placed at step 1 of the B lane on the Teachers Association salary schedule, contingent upon obtaining licensure.

Caleb Wundermachen - Full-time (1.00 FTEs) Special Education Teacher, site to be determined, beginning August 19, 2024, for the 2024-25 school year. He will be placed at step 3 of the B+30 lane on the Teachers Association salary schedule, contingent upon obtaining licensure.

APPOINTMENTS (NON-INSTRUCTIONAL)

Trey Billmeier - ACES Child Care Assistant at Hoover Elementary School for 3-4 hours per day/5 days per week beginning March 22, 2024. He will be compensated at the rate of \$13.75 per hour.

Gabrielle Kaiser - ACES Child Care Assistant at Washington Elementary School for 3-4 hours per day/1 day per week beginning March 18, 2024. She will be compensated at the rate of \$13.00 per hour.

Kenna Reid - Health & Wellness Paraeducator at SUN for 7 hours per day/5 days per week beginning March 21, 2024. She will be placed at classification B22.5, step 4, in accordance with the agreement between the District and the Minnesota School Employee Association.

Cadence Wasylik - ACES Child Care Aide Substitute at MAPS Center for Learning on an on-call basis beginning March 27, 2024. She will be compensated at the rate of \$15.00 per hour.

CONTRACT ADJUSTMENTS (INSTRUCTIONAL)

Theresa Calsbeek - Adjust end date to June 7, 2024, for temporary increase in assignment as Title I Intervention Teacher at Jefferson Elementary School from 0.70 FTEs to 1.00 FTEs.

Mary Mccuskey Simpson - Voluntary decrease in assignment as Parent Educator at MAPS Center for Learning from 754.4 annual hours (0.52 FTEs) to 729.5 annual hours (0.50 FTEs) beginning March 11, 2024.

CONTRACT ADJUSTMENTS (NON-INSTRUCTIONAL)

Shipra Chowdhury - Temporary decrease in assignment as Early Learning Paraeducator at MAPS Center for Learning from 16 hours per week (7M, 2 T, 3.5 W/TH) to 14.5 hours per week (5.5 M, 2 T, 3.5 W/TH) beginning March 11, 2024.

Kaleb Kirsch - Increase hourly rate to \$13.25 as ACES Child Care Assistant at Washington Elementary School beginning April 16, 2024. This is in addition to his ACES Early Learning Assistant Teacher assignment at MAPS Center for Learning and ACES Site Lead Substitute assignment at Washington Elementary School.

Lexi Reid - Increase in assignment as Health & Wellness Paraeducator at SUN from 6.75 hours per day/5 days per week to 7 hours per day/5 days per week beginning March 18, 2024.

Madeline Saye - Increase hourly rate to \$13.75 as ACES Child Care Assistant at Kennedy Elementary School beginning April 1, 2024.

Brinly Simmons - Increase hourly rate to \$15.00 as ACES Student Support Assistant Substitute beginning April 16, 2024. This is in addition to her Special Education Paraeducator assignment at Roosevelt Elementary School.

REQUESTS FOR LEAVE (INSTRUCTIONAL)

Rebekah Elledge - Adjust return date to April 15, 2024, for Board-approved leave.

Christina Makela - Mathematics Teacher at West High School, has requested a leave of absence beginning with the 2024-25 school year for the purpose of accepting the Career Development Specialist assignment.

Rebecca Sharpsteen - Adjust return date to May 28, 2024, for Board-approved leave.

REQUESTS FOR LEAVE (NON-INSTRUCTIONAL)

Olivia Kuhlman - Special Education Paraeducator at Prairie Winds Middle School, has requested medical leave beginning March 19 and returning to work on April 15, 2024. She is eligible to use any applicable fringe benefits available.

Darlene Walters - Cook Helper at Dakota Meadows Middle School has requested leave under the provisions of the Family Medical Leave Act beginning March 14 and returning to work on May 1, 2024.

RESIGNATIONS (INSTRUCTIONAL)

Summer Gerber - 3rd Grade Teacher at Bridges Community School, has submitted a resignation. The last day of employment will be June 7, 2024.

Elizabeth Holmgren - Multi-Language Learner (MLL) Teacher at Bridges Community School and Hoover Elementary School, has submitted a resignation. The last day of employment will be June 7, 2024.

Amber Leonhardi - Teacher currently on leave, has submitted a resignation. The last day of employment will be June 7, 2024.

RESIGNATIONS (NON-INSTRUCTIONAL)

Farhan Ahmed - 4-hour Evening Custodian at Kennedy Elementary School, has submitted a resignation. The last day of employment will be March 18, 2024.

Morgan Murphy - ACES Child Care Assistant and ACES Site Lead Substitute at Franklin Elementary School, has submitted a resignation. The last day of employment will be March 28, 2024.

Taryn Orser - Special Education Paraeducator at Prairie Winds Middle School, has submitted a resignation. The last day of employment will be May 2, 2024.

Jordyn Salzsiedler - ACES Child Care Assistant at Eagle Lake Elementary School, has submitted a resignation. The last day of employment will be March 26, 2024.

Joelle Weber - Special Education Paraeducator at Prairie Winds Middle School, has submitted a resignation. The last day of employment will be May 15, 2024.

TERMINATIONS (NON-INSTRUCTIONAL)

Avery Mersch - Early Learning Special Education Paraeducator at Franklin Elementary School, effective May 25, 2023.

Personnel - Addendum

APPOINTMENTS (NON-AFFILIATED)

Katlyn McCourtney - ACES Site Specialist at Lincoln Community Center beginning April 3, 2024. This is a full-time, Non-affiliated position with an annual salary of \$49,440.00, prorated to \$11,979.7 for 63 days for 2023-24. She will be eligible for Category II Benefits.

APPOINTMENTS (NON-INSTRUCTIONAL)

Faith Mosher - Cook Helper at Prairie Winds Middle School for 6.5 hours per day/5 days per week beginning April 1, 2024. She will be placed at classification A11, step 5,

in accordance with the agreement between the District and the Minnesota School Employee Association.

Rebecca Stark - ACES Site Lead at Roosevelt Elementary School for 3-4 hours per day/2 days per week beginning February 22, 2024. She will be compensated at the rate of \$16.75 per hour for this assignment. This is in addition to her ACES Student Support Assistant assignment at Roosevelt Elementary School.

CONTRACT ADJUSTMENTS (NON-INSTRUCTIONAL)

Isabella Ciolkosz - Change in assignment from ACES Site Lead at Kennedy Elementary School to ACES Site Lead Substitute on an on-call basis beginning April 1, 2024.

Chelsey Kunkel - Change in assignment from Special Education Paraeducator, classification B21.5, to Health & Wellness Paraeducator, classification B22.5, at West High School for 6 hours per day/5 days per week beginning April 1, 2024. She will be compensated according to her placement on the Minnesota School Employees Association salary schedule.

Arisa Leddy - Change in assignment from ACES Site Lead Substitute and ACES Child Care Assistant to ACES Site Lead for 3-4 hours per day 4/days per week, and ACES Child Care Assistant Substitute on an on-call basis at Kennedy Elementary School beginning November 28, 2023.

Michael Sathoff - Change in assignment from ACES Site Lead Substitute to ACES Site Lead at Eagle Lake Elementary School for 4-5 hours per day/5 days per week beginning December 4, 2023. He will be compensated at the rate of \$16.75 per hour. This is in addition to his ACES Child Care Assistant assignment at Eagle Lake Elementary School.

REQUESTS FOR LEAVE (NON-AFFILIATED)

Kiana Montes-Chrisman - ACES Site Specialist at Lincoln Community Center has requested leave under the provisions of the Family Medical Leave Act beginning May 13 and returning to work on July 29, 2024, with a reduced work schedule of 4 hours per day, until returning to full schedule on August 12, 2024.

REQUESTS FOR LEAVE (INSTRUCTIONAL)

Lexandra Larson - Business Education Teacher at West High School has requested unpaid leave beginning April 1, 2024, and continuing through the end of the 2023-24 school year. She is eligible to use any applicable fringe benefits available.

RESIGNATIONS (NON-INSTRUCTIONAL)

Hannah Hoosline - Benefits Secretary with the District, has submitted a resignation. The last day of employment will be April 15, 2024.

Jamie Schloemer - Special Education Paraeducator at Rosa Parks Elementary School, has submitted a resignation for the purpose of retirement. The last day of employment will be June 6, 2024.

The following gifts and grants were received by the School District:

Mankato Area Hockey Association - Anthony Ford donated the following:

- \$500 for MAPS Adapted Floor Hockey Programs
- \$500 for West High Girls Hockey Program

Rex and Karen Sparks donated \$100 for MAPS Futures Program - Parent Night

BENCO donated \$250 for Mankato Area Public Schools FFA Program

SPX donated the following:

- Graphic Design Contribution (\$100 value) for East High Athletics Program
- State Tournament Autograph Posters (\$257.50 value) for Mankato East Boys Basketball Program

Mankato Ballet Company donated \$950.50 for Bussing 2nd graders Art Field Trip to West High School

The following donations were donated for East High School VEX Robotics Program:

- \$50 from Kathy Thielges
- \$100 from Matthew and Brandy Crawford
- \$1,000 from Peggy and Melisa Walters

The following donations were donated for Community Education Mankato Matchup - VEX IQ Tournament:

- \$50 from Scheels
- \$100 from Dr. Scott Allen
- \$200 from Family of Wayne Wollmuth
- \$250 from OFC
- \$250 from MVTL
- \$250 from Mankato Rockers
- \$250 from Snell Motors
- \$250 from WS3
- \$250 from Big Dog
- \$1,000 from MEI
- \$1,000 from Arnolds and Case IH

Mrs. Ratcliff made a motion to accept the gifts. The motion was seconded by Mr. Kind and carried on a 6-0 voice vote.

On February 15, 2024, the District received four bids for Employee Group Health Insurance. In accordance with the Health Insurance Transparency Act (HITA), the bids were opened with one member of the largest bargaining group. On February 29, 2024, the District employee insurance committee met and reviewed the bids and discussed the merits of each. The District and its employee insurance committee have been

evaluating a transition to self-insurance for several years. This transition would mean that instead of paying fixed premiums to an insurance company, the school district would directly fund its employees' healthcare costs. This shift would provide the district with more control over healthcare expenses, potentially leading to cost savings and the ability to customize benefits to better suit our employees' needs. With the large bid rate proposals received, the insurance committee and administration are recommending to the school board to transition to self-insurance through Blue Cross Blue Shield effective July 1, 2024. The monthly rates will be as follows:

PLAN	SINGLE	FAMILY
Basic +	\$1508.00	\$4062.50
\$750 CMM	\$1212.80	\$3199.30
\$3250 CDHP	\$1025.70	\$2709.85
\$6350 CDHP	\$816.40	\$2156.05

Mr. Baker made a motion that was seconded by Mrs. Pratt approval of Blue Cross Blue Shield Employee self-insurance Health Insurance bid, as described. The motion carried on a 6-0 roll vote.

There being no further business to consider, Mrs. Ratcliff moved and Ms. Roberts seconded, that the meeting be adjourned. The meeting was declared adjourned at 6:59 p.m., on a 6-0 voice vote.

Clerk _____

Attest:

Chairperson _____

SCHOOL BOARD PROCEEDINGS
INDEPENDENT SCHOOL DISTRICT NO. 77
Mankato, Minnesota

April 1, 2024

The School Board of Independent School District No. 77 met in regular session on Monday, April 1, in the Mankato Room - Intergovernmental Center. Chair Sinning called the meeting to order at 5:30 p.m. Members present at roll call: Patrick Baker, Christopher Kind, Kari Pratt, Liz Ratcliff, Erin Roberts and Shannon Sinning. Members absent: Kristi Schuck.

1. Ratcliff/Kind approval of agenda with personnel addendum. 6-0
2. MAPS Student Spotlight - Ether Njeru
3. Open Forum - Elizabeth Hanke wished to speak.
4. Information: Kennedy Elementary School Report, Insurance Committee Report, Board Member Reports.
5. Pratt/Ratcliff approval of Consent Agenda Items: Approval of Minutes of the March 18, 2024, regular meeting; Personnel. 6-0
6. Ratcliff/Kind acceptance of gifts. 6-0
7. Baker/Pratt approval of 2024-25 employee health insurance renewal rates. 6-0
8. Ratcliff/Roberts adjournment at 6:59 p.m. 6-0

Independent School District No. 77
Mankato, Minnesota
By: Erin Roberts

The complete minutes and all documents relating to this meeting are on file and available for review in the Superintendent's Office, 10 Civic Center Plaza, Suite 2 and on-line at www.isd77.org.

School Board Regular Meeting**6. B.****Meeting Date:** 04/15/2024**Prepared By:** Amanda Heilman, Director of Business Services

Subject:

Approval of April Bills

Background:

At our meeting on Monday evening, the administrative team will be prepared to answer any questions you might have regarding the report on claims and accounts for April. The total of the bills for April of 2024 is \$7,852,574.10.

Recommended Action:

The claims are recommended for payment as presented.

School Board Regular Meeting

6. C.

Meeting Date: 04/15/2024

Prepared By: John Lustig, Director of Administrative Services

Subject:

Personnel

Background:

APPOINTMENTS (NON-AFFILIATED)

Eric Beckner - ECSE Program Supervisor at MAPS Center for Learning beginning July 1, 2024. This is a full-time, 12-month, Non-affiliated position with an annual salary of \$96,825.00. He will be eligible for Category III benefits.

APPOINTMENTS (INSTRUCTIONAL)

Emily Allen - Full-time (1.00 FTEs) School Psychologist with the District beginning August 19, 2024, for the 2024-25 school year. She will be placed at step 2 of the M+45 lane on the Teachers Association salary schedule with an additional 10 contract days per year, contingent upon obtaining licensure.

Nicole Dwinell - Full-time (1.00 FTEs) Special Education Teacher, site to be determined, beginning August 19, 2024, for the 2024-25 school year. She will be placed at step 1 of the B lane on the Teachers Association salary schedule, contingent upon obtaining licensure.

APPOINTMENTS (NON-INSTRUCTIONAL)

Abdirahman Abdilahi - ACES Child Care Assistant at Washington Elementary School for 3-4 hours per day/3 days per week beginning April 4, 2024. He will be compensated at the rate of \$11.50 per hour.

Tessie Durham - Special Education Paraeducator at Franklin Elementary School for 6.25 hours per day/1 day per week (F) beginning March 22, 2024. She will be placed at classification B21.5, step 1, in accordance with the agreement between the District and the Minnesota School Employee Association. This is in addition to her Early Learning Special Education Paraeducator assignment at MAPS Center for Learning.

Aracelli Meyers - ACES Child Care Assistant at Washington Elementary School for 1.75 hours per day/1 day week beginning April 8, 2024. She will be compensated at the rate of \$13.00 per hour.

Krystal Olson - Special Education Paraeducator at Dakota Meadows Middle School for 6.75 hours per day/5 days per week beginning April 8, 2024. She will be placed at classification B21.5, step 2, in accordance with the agreement between the District and the Minnesota School Employee Association.

Fernanda Yazmina Ramos Reyes - 4- hour, 9-month Evening Custodian at Kennedy Elementary School beginning April 8, 2024. She will be placed at classification A13, step 1, in accordance with the agreement between the District and the Minnesota School Employee Association.

Margaret Wood - ACES Site Lead at Franklin Elementary School for 3-4 hours per day/4-5 days per week beginning April 16, 2024. She will be compensated at the rate of \$16.75 per hour. This is in addition to her ACES Child Care Assistant assignment at Franklin Elementary School and her Non-classroom (Playground) Paraeducator assignment at Rosa Parks Elementary School.

CONTRACT ADJUSTMENTS (NON-AFFILIATED)

Jessica Waterstreet - Change in assignment from Special Education Coordinator to Assistant Director of Special Education beginning July 1, 2024. This is a full-time, 12-month Non-affiliated position with an

annual salary of \$119,123.30. She will be eligible for Category III Benefits.

CONTRACT ADJUSTMENTS (INSTRUCTIONAL)

Beth Sachau - Adjust end date to April 5, 2024, as Long-term Substitute Teacher for Rebekah Elledge at MAPS Center for Learning.

CONTRACT ADJUSTMENTS (NON-INSTRUCTIONAL)

Stone Bridges - Increase hourly rate to \$13.25 as ACES Child Care Assistant at Rosa Parks Elementary School beginning May 16, 2024.

Peyton Elvebak - Increase hourly rate to \$11.75 as ACES Child Care Assistant at Kennedy Elementary School beginning May 16, 2024.

Andrew Franke - Increase hourly rate to \$14.00 as ACES Child Care Assistant Substitute beginning May 1, 2024. This is in addition to his ACES Site Lead Substitute assignment.

Elli Geraghty - Increase hourly rate to \$13.00 as ACES Child Care Assistant at Washington Elementary and Monroe Elementary Schools beginning May 1, 2024.

Benjamin Groebner - Increase hourly rate to \$15.50 as ACES Student Support Assistant Substitute beginning May 1, 2024. This is in addition to his ACES Site Lead Substitute assignment.

Kaitlyn Heller - Increase hourly rate to \$13.25 as ACES Child Care Assistant at Roosevelt Elementary School beginning May 1, 2024.

Sandra Hoffmann - Increase in assignment as Special Education Paraeducator at Rosa Parks Elementary School from 6.75 hours per day/5 days per week to 7.25 hours per day/4 days per week (M-TH) and 6.75 hours per day 1/day per week (F) beginning April 9, 2024.

Amira Johnson - Increase in assignment as Health & Wellness Paraeducator at Futures from 6.75 hours per day/5 days per week to 7 hours per day/5 days per week beginning February 14, 2024.

Arisa Leddy - Increase hourly rate to \$13.25 as ACES Child Care Assistant Substitute at Kennedy Elementary School beginning May 16, 2024. This is in addition to her ACES Site Lead assignment.

Desiree Maloney - Increase hourly rate to \$13.50 as ACES Child Care Assistant at Hoover Elementary School beginning May 16, 2024.

REQUESTS FOR LEAVE (INSTRUCTIONAL)

Rebekah Elledge - Adjust return date to April 8, 2024, for Board-approved leave.

Lexandra Larson - Correction - Business Education Teacher at West High School has requested leave under the provisions of the Family Medical Leave Act beginning April 1, 2024, and continuing through the end of the 2023-24 school year.

RESIGNATIONS (INSTRUCTIONAL)

Megan E Fitzloff - Early Childhood Special Education Teacher at MAPS Center for Learning, has submitted a resignation. The last day of employment will be June 7, 2024.

Alexander Gilbertson - PEEK Program Lead with the Area Learning Center, has submitted a resignation. The last day of employment will be June 7, 2024.

Amy Kolars - Special Education Teacher at Hoover Elementary School, has submitted a resignation. The last day of employment will be June 7, 2024.

Aimee Kotten - Special Education Teacher at East High School, has submitted a resignation. The last day of employment will be June 7, 2024.

Hannah Loewen - Mentor Coach and English Teacher at Prairie Winds Middle School, has submitted a resignation. The last day of employment will be June 7, 2024.

Elizabeth Putnam - Special Education Teacher at Hoover Elementary School, has submitted a resignation. The last day of employment will be June 7, 2024.

Jennifer Wilson - 4th Grade Teacher at Hoover Elementary School, has submitted a resignation. The last day of employment will be June 7, 2024.

RESIGNATIONS (NON-INSTRUCTIONAL)

Robin Aberg - Accounts Payable Clerk with the District Business Office, has submitted a resignation. The last day of employment will be May 15, 2024.

Chelcy Wangen - Health & Wellness Paraeducator at SUN, has submitted a resignation. The last day of employment will be April 9, 2024.

TERMINATIONS (NON-INSTRUCTIONAL)

Carmen Cazares - Special Education Paraeducator at Roosevelt Elementary School, effective January 17, 2024.

Recommended Action:

The Administration recommends the approval of the personnel items.

School Board Regular Meeting

7. A.

Meeting Date: 04/15/2024

Prepared By: Paul Peterson, Superintendent

Subject:

Acceptance of Gifts and Grants

Background:

Gillette Pepsi Companies donated 10 cases of water (\$160 value) for Career Expo

Hanna Cesario donated piano tuning (\$100 value) for Bridges Community School

The following donations were donated for Dakota Meadows VEX Robotics Program - VEX World's Trip:

- \$100 from Reichel's Advanced Cleaning Systems
- \$250 from Scott Allen & Kristin Matson
- \$250 from Jones Metal
- \$250 from I & S Group, Inc.
- \$300 from WEB Construction
- \$500 from Bolton & Menk
- \$500 from Mankato Motors Company

Recommended Action:

The administration recommends Board acceptance of these generous gifts and grants.

School Board Regular Meeting

7. B.

Meeting Date: 04/15/2024

Prepared By: John Lustig, Director of Administrative Services

Subject:

Resolution Relating to the Termination/Non-Renewal of Teaching Contracts of Probationary, Tier 1, Tier 2, and/or Contract Substitute Teachers

Background:

Part of the normal staffing process is the adoption of a resolution relating to the termination/non-renewal of the teaching contract of probationary, Tier 1, Tier 2, and/or substitute teachers. The necessary resolution, identifying the teachers affected by the Board's action is enclosed. The administration recommends that the Board adopt the resolution as presented.

Recommended Action:

The administration recommends that the Board adopt the resolution as presented.

Attachments

Resolution

WHEREAS, are probationary, Tier 1, Tier 2, or contract substitute teachers in Independent School District No. 77, Jade Achman, Sonia Barker, William Bennett, Kathy Braaten, Jay Brockman, Andrea Fredlund, Elizabeth Freeberg, Brittany Galetka, Nicole Helget, Alan Kies, Courtney Konakowitz, Linda Meixl, Anne Muske, Jessica Noakes, Danielle Peterson, Lindsey Pratt, Jacob Rux, Jesus Santiago III, Megan Sedivy, Elta Sparks, Troy Stehr, Darian Thompson, Amber Volkman, Jennifer Wade.

BE IT RESOLVED by the School Board of Independent School District No. 77 that pursuant to Minnesota Statute 122A.40 Sub. division 5, and Minnesota Statute 122A.44 Subdivision 2 that the teaching contracts of Jade Achman, Sonia Barker, William Bennett, Kathy Braaten, Jay Brockman, Andrea Fredlund, Elizabeth Freeberg, Brittany Galetka, Nicole Helget, Alan Kies, Courtney Konakowitz, Linda Meixl, Anne Muske, Jessica Noakes, Danielle Peterson, Lindsey Pratt, Jacob Rux, Jesus Santiago III, Megan Sedivy, Elta Sparks, Troy Stehr, Darian Thompson, Amber Volkman, Jennifer Wade are hereby terminated and shall be non-renewed at the close of the 2023-24 school year effective June 7, 2024.

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

School Board Regular Meeting

7. C.

Meeting Date: 04/15/2024

Prepared By: Amanda Heilman, Director of Business Services

Subject:

Approval of 2024-25 Dental Program Rates

Background:

Mankato Area Public Schools recently received renewal information for the self-insured dental program administered by Delta Dental of Minnesota. Attached is a summary report detailing the current financial status of the self-insured dental program. Below are the recommended monthly renewal rates as determined by Delta Dental and the District's Employee Insurance Committee. This represents a 2.5% increase for the 2024-25 year.

Single \$40.69

Family \$100.86

A voluntary dental program has been implemented to provide optional dental insurance benefits for employee groups that previously did not have access to group dental insurance plans. There is no employer contribution to the plan. The Voluntary Plan is a fully insured plan. This represents a 2.52% increase with rates guaranteed through 6/30/26.

Single \$35.18

Single + 1 \$72.20

Family \$116.06

Recommended Action:

The District's Employee Insurance Committee and the administration recommend continuation of the described dental plans at the proposed rates.

Attachments

Self-Insured Dental

DISTRICT 77 SELF-INSURED DENTAL ACCOUNT

Financial Report as of February 28, 2024

July 1, 2023 Beginning Cash Balance	\$327,205.87
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Revenues from July 2023 thru February 2024:

Premium Deposits from District 77 Employees	\$459,044.51
Interest Earnings	<u>\$ 7.64</u>

Total Revenues to Date	\$459,052.15
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Expenditures from July 2023 thru February 2024:

Delta Dental Administrative Costs	\$ 26,539.53
Claims Paid	<u>\$425,035.20</u>

Total Expenditures to Date	<u>\$451,574.73</u>
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Cash Balance as of February 28, 2024	<u>\$334,683.29</u>
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Recommended Dental Account Reserve:

Reserve for Claims Incurred but Not Reported	\$15,815
Stop loss revenue of 25% of Expected Claims	<u>\$175,429</u>

Total Recommended Reserve	<u>\$191,244</u>
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School Board Regular Meeting**7. D.****Meeting Date:** 04/15/2024**Prepared By:** Amanda Heilman, Director of Business Services

Subject:

Approval of City Lease Agreement for All Seasons Arena

Background:

The District relies upon the Ice Arena for providing services and programs to its students and the community, and finds it economically advantageous to rent or lease the Ice Arena for its hockey teams and community education programs and other instructional purposes. This agreement will be a 15 year lease term with the City of Mankato.

The District will pay for the use of ice time and locker rooms at a rate of \$240 per hour.

In addition to rent charged for usage based on hours used, the District agrees to pay annual rent for the District's share of improvement costs in the amount of \$100,000 per year through its existing lease levy authority starting July 1, 2024 through June 30, 2040.

Recommended Action:

The administrative team recommends the School Board take action to approve the lease agreement with the City of Mankato for the purpose of updating All Seasons Arena.

Attachments

Resolution

Ice Rental Agreement

Assignment of Ice Arena Improvement Rents

CERTIFICATION OF MINUTES RELATING TO LEASE AGREEMENT

District: Independent School District No. 77 (Mankato), Minnesota

Governing Body: School Board

Kind, date, time and place of meeting: A regular meeting held April 15, at 5:30 p.m., in the Mankato Room at the Intergovernmental Center, 10 Civic Center Plaza, Mankato, Minnesota, or by electronic means, as authorized by law.

Members present:

Members absent:

Documents Attached: Excerpt of minutes of the above-described meeting relating to the resolution described below.

RESOLUTION RELATING TO A LEASE AGREEMENT AND LEASE LEVY
FOR THE ALL SEASONS ICE ARENA; AUTHORIZING THE EXECUTION
AND DELIVERY OF RELATED DOCUMENTS AND SUCH OTHER
ACTION AS IS DEEMED NECESSARY TO CONSUMMATE THE
TRANSACTIONS CONTEMPLATED BY THE LEASE AGREEMENT

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

WITNESS my hand officially as such recording officer on _____, 2024.

Clerk

EXCERPT OF MINUTES

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

RESOLUTION RELATING TO A LEASE AGREEMENT AND LEASE LEVY FOR THE ALL SEASONS ICE ARENA; AUTHORIZING THE EXECUTION AND DELIVERY OF RELATED DOCUMENTS AND SUCH OTHER ACTION AS IS DEEMED NECESSARY TO CONSUMMATE THE TRANSACTIONS CONTEMPLATED BY THE LEASE AGREEMENT

BE IT RESOLVED by the School Board (the “Board”) of Independent School District No. 77 (Mankato), Minnesota (the “District”), as follows:

SECTION 1. AUTHORITY; PURPOSE. The District is authorized by Minnesota Statutes, Section 123B.51, to lease real property for school purposes when necessary. This Board hereby finds it necessary and in the best interest of the District to enter into an Ice Rental Agreement between the District, as lessee, and the All-Seasons Joint Powers Board (the “Lessor”) for the period from July 1, 2024, through June 30, 2024 (the “Lease”), for the purpose of renting space from Lessor in the facility located at 1251 Monks Avenue, also known as All-Seasons Arena (“ASA”). The Lease will also provide for improvements to the ASA, which improvements shall be funded by additional rent payments (“Improvement Rent”) in an amount sufficient to pay the District’s portion of the costs of tenant improvements to the ASA. The Lessor will assign its interest in the Improvement Rent to the City of Mankato, Minnesota (the “City”), pursuant to an Assignment of Ice Arena Improvement Rents between the District, the Lessor and the City, dated on or about the date of the Lease (the “Assignment”).

SECTION 2. DOCUMENTS. Forms of the Lease and the Assignment have been prepared and are on file in the office of the Director of Business Services. The forms of such documents (collectively, the “Documents”) are hereby approved, with such variations, insertions and additions as are deemed appropriate by the parties and approved by counsel to the District, Dorsey & Whitney LLP.

SECTION 3. EXECUTION. Upon completion of the Documents and the execution thereof by the other parties thereto, the Director of Business Services of the District, or any other designated signatory acting on her behalf, is hereby authorized to execute and deliver the Documents on behalf of the District. The Director of Business Services (or her designated signatory acting on her behalf, is hereby further authorized to execute, on behalf of the District, such other contracts, certifications, documents or instruments as she deems necessary, and all certifications, recitals, warranties and representations therein and in the Documents shall constitute the certifications, recitals, warranties and representations of the District. Execution of any contract, certification, document or instrument by the appropriate officer of the District will constitute and be deemed conclusive evidence of the approval and authorization by the District and the Board of the contract, certification, document or instrument so executed.

SECTION 4. PAYMENT OF IMPROVEMENT RENT; CAPITAL EXPENDITURE LEVY. Subject to the provisions of the Lease, the District shall pay to the City promptly when due, all of the Improvement Rent (as set forth in the Lease) and other amounts required by the

Lease. The full faith and credit and ability of the District to levy ad valorem taxes without limitation as to rate or amount are not pledged to the payment of the Lease or any obligation of the District thereunder. Pursuant to Minnesota Statutes, Section 126C.40, Subdivision 1, the Commissioner of Education of the State has authorized or will authorize the District to make an additional capital expenditure levy for the years of and in amounts sufficient to pay all Improvement Rent due under the Lease (\$100,000 per year in the years 2025 through 2040). The District will cause such levy to be spread against all taxable property within the corporate limits of the District in such years and amounts as are required to pay Improvement Rent.

SECTION 5. RATIFICATION OF PRIOR ACTIONS TAKEN. All actions heretofore taken by District officers and staff, or by others acting on behalf of the District, with respect to the Documents and the consummation of the transaction contemplated by the Documents and this resolution, including but not limited to the engagement of third-party advisors and counsel, are hereby ratified and approved in full.

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

ICE RENTAL AGREEMENT

AGREEMENT FOR: Ice Rental BETWEEN Independent School District 77 and the All-Seasons Arena Joint Powers Board.

Agreement Period: July 1st, 2024 – June 30, 2040, unless terminated earlier by law or as provided herein.

This Agreement is made and entered into by and between Independent School District 77, a body corporate and politic existing under the laws of the State of Minnesota (hereinafter referred to as the "District"), and the All-Seasons Arena Joint Powers Board (hereinafter referred to as the "Lessor").

WHEREAS, Lessor is the fee owner of certain property including the building located at 1251 Monks Avenue that the Lessor operates as an ice arena and which is known as the All-Seasons Arena (the "Ice Arena"); and

WHEREAS, the Lessor currently rents the Ice Arena during certain dates and times to District; and

WHEREAS, a facility audit in 2022 of the Ice Arena identified deficiencies in the systems and structure of the Ice Arena which would result in the Ice Arena no longer being able to be used by patrons, including the District, without necessary improvements being made (the "Project"); and

WHEREAS, the Mankato Area Public Schools School Board, the governing body of the District, as a primary user of the Ice Arena for its students and community education programs, agreed to contribute to the Project by approving the project feasibility study and bid award on March 4, 2024 and considering bids with final approval on April 15, 2024; and

WHEREAS, the District rents and desires to continue to rent ice time and other portions of the Ice Arena; and

WHEREAS, District also desires to use certain areas of the Ice Arena, including use of two (2) men's and two (2) women's locker rooms (the "Locker Rooms") and the dry-land training areas (the "dry-land areas") (collectively known as the "Off-Ice Rented Areas") during certain times when the District does not have exclusive use of the Ice Arena; and

NOW, THEREFORE, in consideration of the Rented Ice and the Off-Ice Rented areas and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto have contracted and agreed as follows:

1. Premises. The Lessor will rent to the District use of the NORTH or the SOUTH rink or both rinks at same time as mutually agreed upon and pursuant to the rental schedule set forth in Addendum A, which is attached hereto and made a part hereof.
2. Term. During the contract period described above, District shall have the right to

use the portions of the Ice Arena described in this Agreement generally from October 1st through March 31 of each year (“hockey season”). By or before August 15th of each year, the District shall provide the Manager of Ice Arena with an ice time request for the following October through March period. The ice time schedules shall be negotiated and mutually agreed upon by the authorized agents of the parties hereto prior to September 15th of each year. If parties fail to negotiate mutually agreed ice time by September 15th of each year, then ASA may schedule ice time with other users of the Arena on a first come, first serve basis.

3. Rent for Use. The District shall pay the Lessor for use of ice time and locker rooms (“Ice Time”) at a rate of \$240/Hour (as adjusted from time to time, the “Hourly Rent”). Ice time will be billed in a minimum of quarter hour increments. ASA and School District will mutually agree upon an hourly rate adjustment no later than June 30 of each year in writing as an amendment to this Agreement. ASA will bill District quarterly, no later than the fifth (5th) day of each month, for the Ice Time Hours used in the last previous month. Lessor shall deposit Hourly Rent payments into its account #6270 – ASA Operations.
4. Rent for Improvements. In addition to the Hourly Rent charged for usage based on hours used as reflected in Paragraph 3 herein, District agrees to pay to or at the direction of Lessor by June 30 of each year, as part of its rent, the amount of \$100,000 per year to be paid through the district’s lease levy authority for the District’s share of the Project costs (the “Improvement Rent”). Lessor shall cause each payment of Improvement Rent, commencing July 15, 2025 and on July 15 of each year continuing through and including July 15, 2040, to be deposited directly into the City of Mankato’s account #3030 ASA Construction fund or such other account as may be designated by the City of Mankato from time to time. All Improvement Rent shall be assigned to the City of Mankato pursuant to a rent assignment agreement attached hereto as Addendum B and incorporated herein. The Parties acknowledge that the City of Mankato is a third-party beneficiary of this section and there shall be no changes to this section or to the Improvement Rent without the prior written consent of the City of Mankato. Further, this Agreement shall not be terminated without the prior written consent of the City of Mankato.
5. Maintenance. Lessor shall be solely responsible for maintaining all common space utilized by the District pursuant to this Agreement and to provide:
 - Provide heating, ventilation and air conditioning (HVAC) for the portions of the Ice Arena used by District;
 - Provide electricity to the Ice Arena in reasonable amounts necessary for District’s use;
 - Provide such other utility services including gas, water, garbage removal and sewer
 - Provide expendables such as light bulbs, toilet paper and similar items; and
 - Provide trash disposal receptables.
6. Locker Rooms. The Lessor agrees to provide two (2) men’s locker rooms and two (2) women’s locker rooms to the District for hockey season or as otherwise agreed to by the Parties. Lessor will clean these locker rooms during District’s use as needed and will charge the District \$15.00 per hour. The Lessor’s staff will not pick up or clean around equipment or clothing left on the floors of the locker rooms. The Lessor will keep track of the hours

spent cleaning and invoice District at the end of the hockey season for the time spent cleaning ("Cleaning Fees"). The District agrees to pay Lessor within thirty (30) days of receipt of the invoice. All Seasons Arena and School District will mutually agree upon a rate adjustment no later than June 30 of each year.

7. Signage. District agrees to comply with the ASA signage policy. The District shall not post advertisements in any portion of the Ice Arena without prior written approval from Lessor.
8. District Use of Ice Arena and Parking Lot. District shall not permit nor suffer any conduct, noise, odor, or other nuisance in, on or about the Ice Arena to disturb any persons on or about the Ice Arena or adjacent premises. District shall also not permit on or within the Ice Arena any criminal activity by District or District employees or representatives, including those crimes involving physical violence or harm to persons or property or possession of contraband or a controlled substance. Further, District shall:
 - Keep the locker rooms and dry land area in good order.
 - Immediately give notice to Manager of Lessor of any damage to any portions of the Ice Arena from District, its employees or representatives, and make all repairs and replacements to the portion of the Ice Arena resulting from the District's misuse or negligence of form the misuse or negligence of the District's employees or representatives.
 - Cooperate with staff of Ice Arena assigned to oversee the Ice Arena.
 - Pay for and provide ay security measures necessary or desired to secure its equipment, appliances or other valuables, and to provide access to those security measures to the Ice Arena Manager.
 - Follow the Ice Arena's no smoking, no tobacco, no alcohol and no cannabinoid product use and other premises policies regulating permissible activities and do not allow any smoking of any kind or drinking of alcohol within the Ice Arena or surrounding property.
 - Maintain and implement a hiring process that provides for a criminal background check for any District staff and coaches working at the Ice Arena.
 - Share use of the Ice Arena parking lot on a first-come, first-served basis. District may not prohibit, regulate or obstruct use of the Ice Arena parking lot by others. The District is not responsible for the plowing or shoveling of the Ice Arena parking lot or sidewalks.
9. Alterations. The District shall not make alterations to any portions of the Ice Arena without the Lessor's advance written consent. "Alterations" means additions, substitutions, installations, improvements, and similar changes to the physical condition of any portion of the Ice Arena.
10. Indemnification. The Lessor and the District shall each be responsible for the acts of their respective officers, employees or agents, and not the act of the other party's officers, employees or agents. It is the intention of the parties that the Lessor is and shall be considered an independent contractor from District. The Lessor and the District agree to keep in effect policies of commercial general liability insurance to insure against liabilities up to \$500,000 for each claimant and \$1,500,000 for each single occurrence.
11. Termination. Other than any remaining Improvement Rents owed to be paid herein for the

Term of this Agreement and outstanding as of the date of the damage, if the Ice Arena is damaged or destroyed, the parties shall have the option to amend this Agreement to terminate the remaining portions of the Agreement. This option must be exercised by notice by either party to the other given not more than 90 days from the date of such damage. If the Lessor exercises the foregoing option to terminate this Agreement, with respect to any hourly rent paid, Lessor will refund to the District the prorated Hourly Rental Payment up to the date of the damage.

12. Entire Agreement. This Agreement, along with its addenda and any amendments hereto, is the complete and exclusive statement of the terms agreed upon and shall supersede all prior negotiations, understandings or agreements. Any alterations, variations, modifications or waivers of the contract shall only be valid when they are agreed to in writing and signed by authorized representatives of the District and the Lessor.
13. Law. Minnesota law shall be used to construe and interpret this Contract, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota.
14. Data Practices. All of the data created, collected, received, stored, used, maintained, or disseminated by the Lessor in the performance of the Contract is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, the Family Educational Rights and Privacy Act (FERPA), 20 USC § 1232g and rules and regulations promulgated under these laws.
15. No Assignment. Except as provided in Section 4 hereof and Addendum B hereto, neither party shall assign this Contract or any of the rights, duties or payments arising under this Contract to any third party without the written consent of the other.
16. Notices. All notices required under this Contract must be in writing and provided to the designated contact person for the other party. The parties shall keep each other informed in writing of any change in the designated contact person. At the time of the execution of this Contract, the following persons are the designated contacts:

District Contact

Lessor Contact

17. Compliance with Laws & Severability. The District shall comply with all applicable state, federal and local laws. If any portion of this Contract is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected and the rights and obligations of the parties under this Contract shall be construed and enforced as if the Contract did not contain the particular provision held to be invalid.
18. Interruption of Services. The Lessor explicitly does not warrant that any services the Lessor supplies to the Ice Arena and the rented portions of the Ice Arena will not be interrupted. Services may be interrupted because of accidents, repairs, alterations, improvements, or any reason beyond the reasonable control of the Lessor. No interruption shall make the Lessor liable to the District for monetary damages of any nature. The Lessor may enter the any

portion of the Ice Arena at reasonable times, and at any time in the case of an emergency, to make repairs, alterations, improvements, and additions either required or advisable to preserve the safety and physical condition of the Ice Arena.

19. No Warranty. NO WARRANTY OF CONDITION OF PREMISES. Lessor makes no warranties or representations of any kind in connection with the quality or condition of the Ice Arena and makes no warranties that the rented portions of the Ice Arena are fit for the District's particular purpose. The District shall rely solely upon any prior inspections the District may have made. The District acknowledges that it is renting the Ice, locker rooms and dry land training area based upon the District's own investigation and inspection thereof.
20. Waiver. Failure on the part of the Lessor to complain of any action or non-action on the part of District, no matter how long the same may continue, shall not be deemed to be waiver by Lessor of any of its rights hereunder. No waiver at any time of any of the provisions of this Agreement by Lessor shall be construed as a waiver of any of the other provision hereof, and that a waiver of any provision shall not be construed as a waiver at any subsequent time of the same provision.
21. Anti-Discrimination. The District, its officers, agents, employees and invitees shall follow all non-discriminatory rules and regulations, imposed by the Lessor for users of the Ice Arena.

(Rest of page intentionally left blank)

IN WITNESS WHEREOF, the undersigned parties hereby acknowledge that they have read and understand the contract documents and have executed this Contract on the dates recorded below.

INDEPENDENT SCHOOL DISTRICT 77

Date:.....

Authorized Signature

Print or Type Name of Signatory

Director of Finance

Organization

LESSOR- ALL SEASONS ARENA

Date:_____

Authorized Signature

Print or Type Name of Signatory

Title

ASSIGNMENT OF ICE ARENA IMPROVEMENT RENTS

by and among

ALL SEASONS ARENA,

CITY OF MANKATO, MINNESOTA

and

INDEPENDENT SCHOOL DISTRICT 77, MINNESOTA

ASSIGNMENT OF ICE ARENA IMPROVEMENT RENTS

THIS ASSIGNMENT OF ICE ARENA IMPROVEMENT RENTS between the District and ASA is made and entered to as of DATE, among THE CITY OF MANKATO, MINNESOTA (the “City”), INDEPENDENT SCHOOL DISTRICT 77 (the “District”), and ALL SEASONS ARENA JOINT POWERS BOARD (“ASA”).

WHEREAS, ASA is the fee owner of certain property, including the building located at 1251 Monks Avenue that ASA operates as an ice arena and which is known as the All Seasons Arena (the “Ice Arena”); and

WHEREAS, the District relies upon the Ice Arena for providing services and programs to its students and the community, and finds it economically advantageous to rent or lease the Ice Arena for its hockey teams and community education programs and other instructional purposes; and

WHEREAS, pursuant to Minnesota Statutes, Sections 126C.40 et.seq., as amended (the “Act”), allows for the District to make a capital levy towards the leasing of this facility and, pursuant to Resolution No. _____ adopted April 15th, 2024 (the “Resolution”), the School Board of the District has authorized an annual lease levy in the amount of \$100,000 per year in the years 2025 through 2040 (the “Levy”) ; and

WHEREAS, ASA has entered into that certain Ice Rental Agreement with the District dated April 15th (the “Lease”), whereby the District leases certain portions from time to time of the Ice Arena owned by ASA and pays ASA certain rents, including Improvement Rents as that term is defined in the Lease; and

WHEREAS, the City has agreed to issue Equipment Certificates to pay a portion of the cost of the Project, as defined in the Lease (the “Equipment Certificates”) including a portion thereof proportional to the District’s use of the Ice Arena intended to be payable from proceeds of the Levy; and

NOW, THEREFORE, in order to induce the City to issue the Equipment Certificates and to ensure the due and punctual payment of the Equipment Certificates and all other sums due under any document securing or executed in connection with the Equipment Certificates, the City, ASA, and the District hereby agree as follows:

1. Assignment. ASA does hereby assign to and grant to the City a security interest in all of ASA’s right, title and interest in and to the Improvement Rent payable under the Lease. The parties agree that each payment of Improvement Rent, commencing June 30, 2025 and on June 30 of each year continuing through and including June 30, 2040, shall be made by wire transfer or automatic clearing house transaction from the District’s bank account directly into the City’s account #3030 All Seasons Construction fund or such other account as may be designated by the City from time to time. The City will credit each payment of Improvement Rent to a proportional amount of the principal of and interest on the Equipment Certificates, as contemplated by the Resolution.

2. ASA Representation and Warranty. ASA hereby represents and warrants to the City that the ASA is the owner of the Improvement Rent under the Lease and all rights incident thereto, free and clear of any lien, security interest or other encumbrance other than the security interest arising under this Assignment.

3. Exercise of Rights and Remedies. ASA hereby authorizes the City to exercise, whether or not a default has occurred under the Lease, either in the ASA's name or the City's name, any and all rights or remedies available to ASA with respect to the Improvement Rent under the Lease, including the rights of ASA to grant consents or approvals thereunder. In addition to any other remedies provided in the Lease, following the occurrence of a default under the Lease or termination of the Lease as a result of non-appropriation, the City may enter into the Project and may re-lease the same to other tenants, applying the rent received thereby to payment of the principal of and interest on the Equipment Certificates, until aggregate payments collected by the City as Improvement Rent or otherwise equal \$1,500,000. ASA agrees, on request of the City, to execute and deliver to the City such other documents or instruments as shall be deemed necessary or appropriate by the City at any time to confirm or perfect the security interest hereby granted. ASA hereby irrevocably appoints the City its attorney-in-fact to execute on behalf of the ASA and in its name, any and all such assignments, financing statements or other documents or instruments which the Lender may deem necessary or appropriate to perfect, protect or enforce the security interest hereby granted.

4. ASA Actions. ASA will not, without the City's prior written consent, which the City may grant or withhold in its sole discretion:

(a) exercise or attempt to exercise any remedies or give any consent or approval under the Lease, or terminate, modify or accept a surrender of, or offer or agree to any termination, modification or surrender of the same, or by affirmative act, consent to the creation or existence of any security interest or other lien in the Lease to secure payment of any other indebtedness; or

(b) receive or collect or permit the receipt or collection of any Improvement Rent under the Lease or assign, transfer or hypothecate (other than to the City hereunder) any of the same then due or to accrue in the future, except for payments received by ASA pursuant to its rights to indemnification and payment of costs and expenses, as provided in the Lease.

5. Parties. Whenever any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all the covenants, promises and agreements in this Assignment contained by or on behalf of ASA or the City shall bind and inure to the benefit of the respective successors and assigns of such parties, whether so expressed or not.

6. Continuing Validity. The unenforceability or invalidity of any provision or provisions of this Assignment shall not render any other provision or provisions herein contained unenforceable or invalid.

7. Governing Law. This Assignment shall in all respects be construed in accordance with and governed by the laws of the State of Minnesota. This Assignment may not be amended or

modified except in writing signed by ASA and the City.

8. Counterparts. This Assignment may be executed, acknowledged and delivered in any number of counterparts and each of such counterparts shall constitute an original but all of which together shall constitute one agreement.

9. Defined Terms. The terms used in this Assignment which are defined in the Resolution or the Lease shall have the meanings specified therein, unless the context of this Assignment otherwise requires, or unless such terms are otherwise defined herein.

10. Liability of ASA. No obligation of ASA hereunder shall constitute or give rise to a pecuniary liability of ASA or any of its members or a charge against the general credit or taxing powers of its members, but shall be payable solely out of the proceeds and the revenues derived under the Lease. If, notwithstanding the provisions of the immediately preceding sentence, ASA incurs any expense or suffers any losses, claims or damages or incurs any liabilities, ASA will indemnify and hold harmless the City from the same and will reimburse the City for any legal or other expenses incurred by the City relating thereto, and this covenant to indemnify, hold harmless and reimburse the City shall survive payment of the Equipment Certificates.

11. Consent to Assignment. ASA agrees to and consents that any and all rights of the City under this Assignment may and will be assigned to any subsequent holder or holders of the Equipment Certificates.

IN WITNESS WHEREOF, ASA, the District, and the City have hereunto executed this instrument as of DATE.

DATE: _____

ALL SEASONS ARENA

Authorized Signature

Print or Type Name of Signatory

Title

DATE: _____

CITY OF MANKATO, MINNESOTA

By _____
Its City Manager

Print or Type Name of Signatory

Date: _____

INDEPENDENT SCHOOL DISTRICT 77

Date:
Authorized Signature

Print or Type Name of Signatory

