

Agenda
Regular School Board Meeting
June 13, 2023
6:30 PM

1. Call to Order, Roll Call

2. Agenda Adjustments

3. Announcements, Comments, Recognitions
 - a. Land Acknowledgment

4. Summary of Community Input Received for Action Items

5. Consent Agenda
 - a. Minutes - Board Meeting of May 23, 2023 4

 - b. Payment of Bills 6

 - c. Personnel - Resignations, Appointments, Reductions 8

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7.	Action Items	
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c.	Policy 810: Distribution of Materials on School District Property by Non-district Persons (reviewed) Second Reading	134
d.	Approval of District Goals	139
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9.	Superintendent's Report	
10.	Adjournment	

MINUTES OF THE REGULAR MEETING, SCHOOL BOARD, INDEPENDENT
SCHOOL DISTRICT NO. 623, 1251 West County Road B2, Roseville, MN 55113

May 23, 2023

Chair Curtis Johnson called the school board meeting to order at 6:30 p.m. Board members present: Todd Anderson, Rose Chu, Mannix Clark, Kitty Gogins, Curtis Johnson. Board members absent: Mike Boguszewski. Also present: Jenny Loeck, superintendent of schools, and approximately eighteen other visitors or staff who attended all or part of the meeting.

- (69) Agenda Adjustments. Superintendent Loeck recommended moving action item 7a, 2021-2022 audit acceptance, to immediately follow the consent agenda. Anderson moved, Clark seconded approval of the agenda adjustment. Ayes: Anderson, Chu, Clark, Gogins, Johnson. Nays: none. Absent: Boguszewski. Motion carried unanimously.

Announcements, Comments, Recognitions. Jex Arzayus, Bee Lee and Carrie Uwadiae were honored as Minnesota Teacher of the Year candidates. Rebecca Wade was introduced as the incoming principal of Emmet D. Williams Elementary School.

Summary of Community Input Received for Action Items. The board received no community input regarding the evening's action items.

- (70) Consent Agenda. Gogins moved, Clark seconded acceptance of the consent agenda, including the minutes of the school board meeting on May 9, 2023; payment of bills; resignations, appointments, reductions, adjustments; gifts; and approval of one-time retention bonuses for nutrition services staff. Ayes: Anderson, Chu, Clark, Gogins, Johnson. Nays: none. Absent: Boguszewski. Motion carried unanimously.
- (71) Retirements. Anderson moved, Gogins seconded the retirement of Kathryn Katzung with appreciation. Ayes: Anderson, Chu, Clark, Gogins, Johnson. Nays: none. Absent: Boguszewski. Motion carried unanimously.
- (72) 2021-2022 Audit Acceptance. Shari Thompson, director of business services, and Michelle Hoffman, principal at CliftonLarsonAllen LLP, presented the executive audit summary for the fiscal year ending June 30, 2022.

Graduation and Postsecondary Report. Jake Von De Linde, director of student achievement; Laura Freer, principal of Fairview Alternative High School; and Chris Hester, principal of Roseville Area High School, presented 2022 graduation data and postsecondary information. The district's four-year graduation rate for the 2021-2022 school year was 85.2%, which is a slight decrease from the previous year's graduation rate. The data also reflects a downward trend in the percentage of students attending a postsecondary institution after graduation and an increase in the percentage of students entering the workforce.

Policy 520: Student Discipline (reviewed) First Reading. Melissa Sonnek, assistant superintendent, reviewed Policy 520: Student Discipline as a first reading. No policy changes were recommended by administration. During board discussion, board members recommended two revisions to the policy. Ms. Sonnek shared information about

professional development for school leaders around student discipline, and Niceta Thomas, director of student services, spoke about restorative practices and student mental health supports.

Policy 810: Distribution of Materials (reviewed) First Reading. Carrie Ardito, director of communications, reviewed Policy 810: Distribution of Materials as a first reading. No policy changes were recommended.

(73) Approval of New Course Proposals for 2024-2025. Anderson moved, Gogins seconded approval of new courses to be offered in the 2024-2025 school year. Ayes: Anderson, Clark, Gogins, Johnson. Nays: none. Absent: Boguszewski, Chu. Motion carried unanimously.

(74) Non-Renewal of Licensed Probationary Employees. Anderson moved, Gogins seconded the non-renewal of the contracts of the following probationary teachers at the close of the 2022-23 school year: Rebecca Berg, Leeann Bloom, Chris Brennan, Madeline Clark, Natalia Petkovich, Steven Powers and Dalianna Ramos. Ayes: Anderson, Clark, Gogins, Johnson. Nays: none. Absent: Boguszewski, Chu. Motion carried unanimously.

Study Session Report. Todd Anderson reported on the May 9 study session. Proposals for new courses were presented, and administration reviewed a draft of the district’s newly developed strategic work plan.

Board Reports. Mannix Clark attended the Northeast Metro 916 Career and Tech awards day and volunteered at the Roseville Area High School prom. Todd Anderson provided updates from the most recent District Curriculum Advisory Committee meeting. He also volunteered at Brimhall Elementary School’s spirit festival and attended the Falcon Heights Elementary School festival. Kitty Gogins attended the Brimhall spirit festival and participated in a meeting with the Rabata organization. Curtis Johnson highlighted upcoming student performance opportunities. Several board members attended the district’s annual staff recognition event.

Superintendent’s Report. Superintendent Loeck expressed her gratitude for those district staff members meeting years of service milestones and retirements. She also shared information about upcoming graduation ceremonies for Adult Basic Education, Fairview Alternative High School, and Roseville Area High School.

The Chair declared the meeting adjourned at 8:35 p.m.

Signed _____
Clerk

Approved _____
Chair

Meeting Date: June 13, 2023

PAYMENT OF BILLS:
-May 1 - May 15, 2023

That bills in the amount of: **\$7,282,816.80** by the following funds be approved:

GENERAL	\$6,454,655.80
FOOD SERVICE	\$260,439.39
COMMUNITY SERVICE	\$278,223.29
BUILDING FUND	\$158,352.67
DEBT FUND	\$0.00
READING RECOVERY	\$0.00
AMSD	\$13,172.07
OPEB DEBT	\$0.00
DENTAL INS FUND	\$70,892.05
NO SUBURBAN COLLABORATIVE	\$47,081.53
EXTRA CURRICULAR-STU ACTIVITY	\$30,290.13

RECOMMENDATION:

That above payments are included in check numbers:

WIRE TRANSFERS	202200555	through	202200598	*includes 4/30/23 wires
CHECKS	347641	through	348124	
CAPITAL ONE AP CHECKS	7631	through	7679	
ACH A/P	222311333	through	222311384	

PAYMENT DISTRIBUTION BY FUND:

	GENERAL	FOOD SERVICE	COMMUNITY SERVICE	BUILDING CONSTRUCT	DEBT FUND	Delta Dental Self Insured	28-RR Fiscal Agent	29-AMSD Fiscal Agent	OPEB	N SUB COLL/ SCHLSHP	EXTRA CURR-STU ACTIVITY	TOTAL DISBURSEMENTS
WIRE TRANSFERS	\$2,829,021.45	\$32,290.45	\$103,601.67			\$70,892.05		\$3,683.57			\$5,187.36	\$3,044,676.55
CHECKS	\$1,720,197.91	\$150,502.55	\$33,056.15	\$158,352.67				\$660.02		\$47,081.53	\$24,854.67	\$2,134,705.50
CAPITAL ONE A/P	\$62,470.06	\$19,526.27	\$25.99									\$82,022.32
ACH A/P	\$5,268.55	\$106.52	\$0.00								\$248.10	\$5,623.17
TRANSFER TO P/R	\$1,837,697.83	\$58,013.60	\$141,539.48					\$8,828.48		\$0.00		\$2,046,079.39
VOID CHECKS	\$0.00	\$0.00	\$0.00	\$0.00								\$0.00
TOTAL	\$6,454,655.80	\$260,439.39	\$278,223.29	\$158,352.67	\$0.00	\$70,892.05	\$0.00	\$13,172.07	\$0.00	\$47,081.53	\$30,290.13	\$7,313,106.93

BOND CONSTRUCTION FUNDS	May 1, 2023			
	Cash & Investments	Revenue	Disbursements	Balance
	Balance	5/1 to 5/31	5/1 to 5/31	Remaining as of 4/30/23
	\$9,953,317.28	\$0.00	\$343,985.83	\$9,609,331.45

RECOMMENDATION:

The above disbursements include check numbers:

CHECKS May 1 - May 15, 2023	102644	through	102658	\$306,286.66
WIRES		through		\$0.00
VOID CHECKS				\$0.00

RECOMMENDATION: That investments in the amount of: \$0.00 be approved

INVESTMENT DETAIL:

Bank	Purchase Date	Type of Purchase	Interest Rate	Date of Maturity	Amount of Purchase	Record Number	Interest Earnings	Value at Maturity
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CP/CD: COMMERCIAL PAPER/CERTIFICATE OF DEPOSIT
CD: CERTIFICATE OF DEPOSIT
RP: REPURCHASE AGREEMENT

Total: \$0.00 \$ - \$ -

Human Resources Information

5-C

Meeting Date

06/13/23

Change in Continuing Contract

Hester, Christina

Effective Date 07/01/2023

Anpetu Teca Education Center

Principal on Special Assignment

Ms. Hester is moving to the Office of Educational Equity as an Equity Advancement Principal.

Wilson, Jennifer

Effective Date 07/01/2023

Roseville Area High School

Principal

Ms. Wilson is moving from Principal at Emmet Williams to Principal at Roseville Area High School.

Hired-New Licensed

Allen, Andres

Effective Date 08/28/2023

Parkview Center School

Special Education Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Alvarado, Ruben

Effective Date 08/28/2023

Little Canada Elementary

Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Arias, Calle

Effective Date 08/28/2023

Little Canada Elementary

Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Benavides Flores, Flor

Effective Date 08/28/2023

Little Canada Elementary

Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Human Resources Information

5-C

Meeting Date

06/13/23

Blenkush, Brittany

Effective Date 08/28/2023

Brimhall Elementary

Special Education Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Buschmann, Tessa

Effective Date 8/28/2023

Little Canada Elementary

Elementary Teacher

Hired working as a 1.0 FTE for the 2023-2024 school year.

Charlson, Carole

Effective Date 8/28/2023

Districtwide

Deaf Hard of Hearing Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Colombo, Amy

Effective Date 8/28/2023

Little Canada Elementary

Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Davis, Cassady

Effective Date 8/28/2023

Parkview Center School

Speech Language Pathologist

Hired working a 1.0 FTE for the 2023-2024 school year.

Do, Linh

Effective Date 8/28/2023

Parkview Center School

Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Falcon, Sarah

Effective Date 8/28/2023

Edgerton Elementary

Special Education Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Human Resources Information

5-C

Meeting Date

06/13/23

Ferrell, Bonnie

Effective Date 8/28/2023

Edgerton Elementary Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Garrison, Sarah

Effective Date 8/28/2023

Central Park Elementary Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Getting, Justin

Effective Date 8/28/2023

Emmet Williams Elementary Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Hartjes, Clare

Effective Date 8/28/2023

Roseville Area High School School Psychologist

Hired working a 1.0 FTE for the 2023-2024 school year.

Holman, Zach

Effective Date 8/28/2023

Roseville Area High School Math Teacher

Hired working as a 1.0 FTE for the 2023-2024 school year.

Jordan, Corrine

Effective Date 8/28/2023

Roseville Area High School FACS Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Just, Tascha

Effective Date 8/28/2023

Emmet Williams Elementary School Psychologist

Hired working a .55 FTE for the 2023-2024 school year.

Human Resources Information

5-C

Meeting Date

06/13/23

Leclaire, Anna

Effective Date 8/28/2023

Emmet Williams Elementary Speech Language Pathologist

Hired working a 1.0 FTE for the 2023-2024 school year.

Luger, Abbigail

Effective Date 8/28/2023

Roseville Area High School Physical Education Teacher

Hired working a .5 FTE for the 2023-2024 school year.

Mccalister, Edairra

Effective Date 8/28/2023

Fairview Alternative High School English Teacher

Hired working a .25 FTE for the 2023-2024 school year.

Melicher, Anna

Effective Date 8/28/2023

Emmet Williams Elementary Speech Language Pathologist

Hired working a 1.0 FTE for the 2023-2024 school year.

Moua, Mee

Effective Date 8/28/2023

Edgerton Elementary Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Penrod, Elizabeth

Effective Date 08/28/2023

Falcon Heights Elementary Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Phillips, Amy

Effective Date 8/28/2023

Anpetu Teca Education Center Early Childhood Special Education Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Human Resources Information

5-C

Meeting Date

06/13/23

Piper, Molly

Effective Date 8/28/2023

Anpetu Teca Education Center

Speech Language Pathologist

Hired working a .2 FTE for the 2023-2024 school year.

Price, Tavarra

Effective Date 8/28/2023

Roseville Area Middle School

Special Education Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Rowan, Jacquelin

Effective Date 8/28/2023

Little Canada Elementary

Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Samuelson, Benjamin

Effective Date 8/28/2023

Fairview Alternative High School

OJT/Social Studies Teacher

Hired working a .9 FTE for the 2023-2024 school year.

Schlossmacher, Maddie

Effective Date 8/28/2023

Emmet Williams Elementary

Occupational Therapist

Hired working a 1.0 FTE for the 2023-2024 school year.

Schmitt, Vanessa

Effective Date 8/28/2023

Brimhall Elementary

Occupational Therapist

Hired working a .5 FTE for the 2023-2024 school year.

Schuver, Shannon

Effective Date 8/28/2023

Brimhall Elementary

Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Human Resources Information

5-C

Meeting Date

06/13/23

Shava, Chenayi

Effective Date 8/28/2023

Roseville Area High School

English Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Smith, Michael

Effective Date 8/28/2023

Emmet Williams Elementary

Elementary DAPE Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Spitzfaden, Kimberly

Effective Date 8/28/2023

Central Park Elementary

Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Stanslaski, Evangelina

Effective Date 8/28/2023

Little Canada Elementary

Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Suess, Trevor

Effective Date 8/28/2023

Little Canada Elementary

Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Vo, Nancy

Effective Date 8/28/2023

Parkview Center School

Elementary Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Wade, Rebecca

Effective Date 7/21/2023

Emmet Williams Elementary

Principal

Hired working as a Principal at Emmet Williams Elementary.

Human Resources Information

5-C

Meeting Date

06/13/23

Wiersma, Julie

Effective Date 8/28/2023

Districtwide

Deaf Hard of Hearing Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Wilmes, Michael

Effective Date 8/28/2023

Roseville Area High School

Math Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Yukioka, Haruka

Effective Date 8/28/2023

Edgerton Elementary

Elementary Music Teacher

Hired working a 1.0 FTE for the 2023-2024 school year.

Hired-New Licensed Long Term Substitute

Brown, Cassie

Effective Date 8/28/2023

Roseville Area High School

Social Studies Teacher

Hired working a 1.0 FTE Long Term Substitute for the 2023-2024 school year.

Fischer, Mary

Effective Date 8/28/2023

Central Park Elementary

English Language Development Teacher

Hired working as a 1.0 FTE Long Term Substitute for the 2023-2024 school year.

Gronfor, Amelia

Effective Date 8/28/2023

Parkview Center School

Elementary Teacher

Hired working as a 1.0 FTE Long Term Substitute for the 2023-2024 school year.

Human Resources Information

5-C

Meeting Date

06/13/23

Just, Tascha

Effective Date 8/28/2023

Emmet Williams Elementary

School Psychologist

Hired working as a .2 FTE Long Term Substitute for the 2023-2024 school year.

Linehan, Severin

Effective Date 8/28/2023

Parkview Center School

Special Education Teacher

Hired working as a 1.0 FTE Long Term Substitute for the 2023-2024 school year.

Piper, Molly

Effective Date 8/28/2023

Anpetu Teca Education Center

Speech Language Pathologist

Hired working as a .5 FTE Long Term Substitute for the 2023-2024 school year.

Supple, Kristin

Effective Date 8/28/2023

Central Park Elementary

Elementary Teacher

Hired working as a 1.0 FTE Long Term Substitute for the 2023-2024 school year.

Hired-Non-Licensed

Dailey, Amy

Effective Date 8/28/2023

Central Park Elementary

Paraprofessional

Hired working 6 hours per day.

Goedken, Maegan

Effective Date 8/28/2023

Parkview Center School

Paraprofessional

Hired working 6 hours per day.

Human Resources Information

5-C

Meeting Date

06/13/23

Heurh, Koung Pheng

Effective Date 8/28/2023

Little Canada Elementary

Student Success Program Assistant

Hired working 7 hours per day.

Johnson, Johnila

Effective Date 8/28/2023

Central Park Elementary

Paraprofessional

Hired working 6 hours per day.

Mrkobrada, Tatjana

Effective Date 8/28/2023

Parkview Center School

Paraprofessional

Hired working 6.75 hours per day for the 2023-2024 school year.

Perry, Amy

Effective Date 5/17/2023

Little Canada Elementary

Out of School Time Site Coordinator

Hired working 8 hours per day.

Saunders, Mary

Effective Date 6/10/2023

Roseville Area High School

Nutrition Services

Hired working 4 hours per day.

Taylor, Amanda

Effective Date 8/28/2023

Parkview Center School

Paraprofessional

Hired working 6 hours per day.

Timmerman-parker, Mary

Effective Date 6/5/2023

Harambee Elementary

Building Secretary

Hired working 8 hours per day.

Human Resources Information

5-C

Meeting Date

06/13/23

Vitelli, Hannah

Effective Date 8/28/2023

Parkview Center School

Paraprofessional

Hired working 4.5 hours per day.

Resignation-Licensed

Culver, Alexander

Effective Date 6/9/2023

Roseville Area High School

Resigning effective 06/09/23.

Czepa, David

Effective Date 6/9/2023

Little Canada Elementary

Elementary Teacher

Resigning effective 06/09/23.

Grussing-neitzel, Naida

Effective Date 7/14/2023

Roseville Area High School

Associate Principal

Resigning effective 7/14/2023.

Rivera, Vilma

Effective Date 6/9/2023

Little Canada Elementary

Elementary Teacher

Resigning effective 6/9/23.

Resignation-Non-Licensed

Baccam, Jenna

Effective Date 6/8/2023

Central Park Elementary

Paraprofessional

Resigned effective 06/08/23.

Human Resources Information

5-C

Meeting Date

06/13/23

Bohan, Kiera

Effective Date 5/16/2023

Parkview Center School

Paraprofessional

Resigned effective 05/16/23.

Gladstein, Sylvia

Effective Date 6/01/2023

Roseville Area Middle School

Out of School Time Program Specialist

Resigned effective 06/01/23.

Voight Fitzpatrick, Ryan

Effective Date 6/8/2023

Central Park Elementary

Paraprofessional

Resigned effective 06/08/23.

Returning from Leave

Delozier-yee Yick, Shannon

Effective Date 8/28/2023

Little Canada Elementary School

DLI Interventionist

Returning from leave and will be working a 1.0 FTE for the 2023-2024 school year.

Termination

Clark, Ann

Effective Date 5/9/2023

Roseville Area High School

Health Assistant

Terminated effective 05/09/23.

Ortiz-loveland, Miguel

Effective Date 6/8/2023

Parkview Center School

Paraprofessional

Terminated effective 06/08/23.

GIFTS TO SCHOOLS 2022/23

SCHOOL BUILDING	NAME/ADDRESS OF DONOR	GIFT	USE
Anpétu Téča Education Center	Caroline Czarnecki 2680 Lexington Ave. N. #322 Roseville, MN 55113	\$1,500.00	Meals on Wheels
Anpétu Téča Education Center	Falcon Heights-Lauderdale Lions Club 1753 Albert St. N. Falcon Heights, MN 55113	\$1,000.00	Meals on Wheels
Anpétu Téča Education Center	Andrea Garvey 2670 Oxford St. N. #237 Roseville, MN 55113	\$500.00	Meals on Wheels
Anpétu Téča Education Center	Premier Banks 2866 White Bear Avenue Maplewood, MN 55109	\$500.00	Meals on Wheels
Anpétu Téča Education Center	Dennis Homel 14 N. Mallard Court St. Paul, MN 55127	\$500.00	Meals on Wheels
Falcon Heights Elementary School	DonorsChoose 213 W 35th St, 2nd Floor New York, NY 10001	Inclusive books and book storage	Kindergarten classrooms
Falcon Heights Elementary School	Patricia Peterson 3600 328th Ave NE Cambridge, MN 55008	\$120.00	Art room supplies
Parkview Center School	Laura Given 3426 Zarthan Ave S St. Louis Park, MN 55416	\$331.61	New media center books
Roseville Area High School	RAHS Bullpen Baseball Boosters 1240 W County Rd B2 Roseville, MN 55113	\$9,793.85	Player packs and field supplies
Roseville Area High School	RAHS Boys Hockey Boosters 2355 Fairview Ave N #281 Roseville, MN 55113	\$3,403.25	Boys hockey supplies and gear

Roseville Area High School	NPOconnect/YourCause 65 Fairchild Street Charleston, SC 29492	\$12.00	Principal's discretion
Roseville Area High School	Lucinda B Rose 2171 Midland View Ct N Roseville, MN 55113	\$25.00	Boys golf program
Roseville Area High School	David J or Tamra A Nesheim 438 Vadnais Lake Drive Vadnais Heights, MN 55127	\$50.00	Boys golf program
Roseville Area High School	James and Joan Thomson 12170 Mississippi Drive North Champlin, MN 55316	\$100.00	Boys golf program
Roseville Area High School	Christian M Bloomquist 3021 Little Bay Rd Roseville, MN 55113	\$170.00	Boys golf program
Roseville Area High School	Trisha Vicario 1453 Idaho Ave W Falcon Heights, MN 55108	\$200.00	Boys golf program
Roseville Area High School	Susan Campion Bloomquist 3021 Little Bay Rd Roseville, MN 55113	\$200.00	Boys golf program
Roseville Area High School	Dawn M Keenan 785 Keller Pkwy Little Canada, MN 55117	\$350.00	Boys golf program
Roseville Area High School	Viking Demolition & Specialty Services 7600 Boone Ave N Ste 2 Brooklyn Park, MN 55428	\$500.00	Boys golf program
Roseville Area High School	Sheba Concept & Design 2724 Humboldt Ave S #A Minneapolis, MN 55408	\$100.00	Boys golf program
Roseville Area High School	Joshua and Erin Callahan 1510 Berne Rd NE Fridley, MN 55421	\$200.00	Boys golf program



Agenda Topic: K-12 Visual Arts Implementation Plan and Purchase
Meeting Date: June 13, 2023
Contact Person: Mary Bussman

Background:

The K-12 Visual Arts team has completed the Implementation Plan and Purchase Phase of their Program Review Cycle. They have completed the elements of this phase which include:

1. Develop a plan for evaluation of implementation.
2. Identify instructional materials and a plan that supports the defined curriculum based on content-specific needs as well as Policy 616P – Instructional Materials Selection. Conduct a pilot if necessary and evaluate piloted materials using selection criteria.
3. Purchase initial materials and develop an implementation plan which includes:
 - a. A transition plan from old to new core instructional strategies
 - b. A comprehensive professional development plan which includes details for implementation of new instructional frameworks
 - c. A distribution plan for materials
 - d. Curriculum maps/pacing charts

At their meeting on May 15, 2023, the District Curriculum Advisory Committee unanimously accepted the K-12 Visual Arts report and curriculum purchase plan. Pending school board approval, this team will move into their Installation Phase and will begin purchasing their materials for the beginning of the 2023-2024 school year.

Below are links to resources related to the K-12 Visual Arts program review cycle:

- [Year 1: Program Review Report](#)
- [Year 2: Program Design Report](#)
- [Year 3: Program Implementation and Purchase Report](#)
- [District Curriculum Advisory Committee Presentation](#)

Recommendation:

It is recommended that the school board approve the K-12 Visual Arts implementation plan and purchase as presented.

XX Action Required _____ Informational – No Board Action Requested



Agenda Topic: Minnesota State High School League Membership Resolution 2023-2024
Meeting Date: June 13, 2023
Contact Person: Andrea Schmidt

Background:

Minnesota Statutes, Section 128C.01, requires individual school boards to annually authorize membership in the Minnesota State High School League. The attached resolution affirms that the school board delegates the control, supervision and regulation of League-sponsored athletic and fine arts activities to the MSHSL; adopts the MSHSL Constitution, Bylaws and Rules and Regulations; and that the administration and responsibility for supervising registered activities is assigned to the local school representative(s).

The resolution also affirms that the school board has reviewed the [MSHSL Partnership video](#) which defines the purpose of education-based athletic and activity programs and will assist school communities in communicating a shared common language as it relates to the value of these programs.

Recommendation:

It is recommended that the board approve the resolution for membership in the MSHSL for the 2023-2024 school year.

XX Action Required ___ Informational – No Board Action Requested



**2023-2024 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

This form must be completed once for each school in the district.

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2023. Retain one copy for the school files.

RESOLVED, that the Governing Board or Entity of Roseville Area High School (Name of School) located in the State of Minnesota delegates the control, supervision and regulation of interscholastic activities and athletics (referred to in MN Statutes, Section 128C.01) to the Minnesota State High School League, and so hereby certifies to the State Commissioner of Education as provided for by Minnesota Statutes.

FURTHER RESOLVED, that the school listed is authorized by this, the Governing Board of said school district or school to renew its membership in the Minnesota State High School League; and. Participate in the approved interscholastic activities and athletics sponsored by said League and its various subdivisions.

FURTHER RESOLVED, that this Governing Board or Entity hereby adopts the Constitution, Bylaws, Policies, Rules and Regulations of said League and all amendments thereto as the same as are published in the latest edition of the League's *Official Handbook*, on file at the office of the school district or school, or as appears on the League's website, as the minimum standards governing participation in said League-sponsored activities and athletics. Further, the administration and responsibility for determining student eligibility and for the supervision of such activities and athletics are assigned to the official representatives identified by this Governing Board or Entity.

Signing this Resolution for Membership affirms that this Governing Board has reviewed all required membership materials provided by the League which defines the purpose and value of education-based activity and athletic and programs and defines each member school's responsibilities.

Member schools must develop and publicize administrative procedures to address eligibility suspensions related to Student Code of Responsibilities (Bylaw 206.2) violations for students participating in activity and athletic programs by member schools.

The above Resolution was adopted by the Governing Board or Entity of this school or district and is recorded in the official minutes of said Board and hereby is certified to the State Commissioner of Education as provided for by law.

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

208.01 Designated School Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall designate two (2) representatives who are authorized to vote for the member school at all district, region and section meetings and on mail ballots where member schools are called upon to vote, such as district meetings, region meetings, and mail ballots.

One of the designated representatives shall be a member of the school's governing board and the other shall be an administrator or full-time faculty member of the member school.

In school districts with multiple schools, the designated representative from the school district's governing body may represent more than one school and is entitled to one vote for each school they represent.

208.02 Designated Activity Representatives
At the beginning of the League's fiscal year, the governing board of each member school shall select individuals to represent its school in the following areas: (a) boys sports; (b) girls sports; (c) speech; and (d) music.

208.03 Local Advisory Committee
Each school is urged to form an advisory committee for League activities. Committee membership is not limited to but shall include a school board member, a student, a parent, and a faculty member, to advise the designated school representatives on all matters relating to the school's membership in the MSHSL.

Roseville Area High School

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

(Designated School Board Member – please print)

(Designated School Representative – please print)

Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

(Boys Sports – please print)

(Girls Sports – please print)

(Speech – please print)

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

(Board Member—please print)

(Student—please print)

(Parent—please print)

(Faculty Member—please print)

(Mailing Representative—please print)

The Mailing Representative is the person to whom mailings go. This is usually the Activity Director.

Print Name: _____
(Clerk/Secretary - Local Governing Board)

Print Name: _____
(Superintendent or Head of School)

Signed: _____
(Clerk/Secretary - Local Governing Board)

Signed: _____
(Superintendent or Head of School)

Date: _____

Date: _____



Agenda Topic: Minnesota Department of Education (MDE) Identified Official with Authority
Meeting Date: June 13, 2023
Contact Person: Mechelle Tessem

Background:

Designation of Identified Official with Authority for the Education Identity and Access Management System

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) to comply with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to the State of Minnesota Education secure systems in accordance with the user's assigned job duties.

Recommendation:

It is recommended that the board authorize Dr. Jenny Loeck to act as the Identified Official with Authority (IOwA) for Roseville Public School District 0623-01.

XX Action Required ___ Informational – No Board Action Requested



Roseville Area Schools

1251 County Road B2 West • Roseville, MN 55113
PHONE 651-635-1600 • www.isd623.org

Education Identity and Access Management Board Resolution

The Minnesota Department of Education (MDE), Professional Educator Licensing Standards Board (PELSB), and Office of Higher Education (OHE) require annual designation of an Identified Official with Authority (IOwA) for each local educational agency that uses the Education Identity and Access Management (EDIAM) system. The IOwA is responsible for authorizing, reviewing, and recertifying user access for their local educational agency in accordance with the State of Minnesota Enterprise Identity and Access Management Standard, which states that all user access rights to Minnesota state systems must be reviewed and recertified at least annually. The IOwA will authorize user access to State of Minnesota Education secure systems in accordance with the user’s assigned job duties, and will revoke that user’s access when it is no longer needed to perform their job duties.

Your school board or equivalent governing board must designate an IOwA to authorize user access to State of Minnesota Education secure websites for your organization. This EDIAM board resolution must be completed and submitted to the Minnesota Department of Education annually, as well as any time there is a change in the assignment of the Identified Official with Authority.

It is strongly recommended that only one person at the local educational agency or organization (the superintendent or exec. Director) is designated as the IOwA. The IOwA will grant the IOwA Proxy role(s).

Designation of the Identified Official with Authority for Education Identity and Access Management

Organization Name: Roseville Area Schools

6-Digit or 9-Digit Organization Number (e.g. 1234-01 or 1234-01-000): 0623-01

Superintendent or Exec. Director Name: Jenny Loeck

Will act as the IOwA? Yes No

If no, identify below the individual who will act as the IOwA for your organization.

The Superintendent or Exec. Director recommends the Board authorize the below named individual(s) to act as the Identified Official with Authority (IOwA) for this organization:

Print Name: _____

Title: _____

Board Member Signature:

Name: _____

Date: _____



Agenda Topic: Suburban Ramsey Family Collaborative Fiscal Services Agreement
Meeting Date: June 13, 2023
Contact Person: Cyndi Arneson

Background:

This renewal agreement allows Roseville Area Schools to provide fiscal agent services to the Suburban Ramsey Family Collaborative (SRFC) for the period of July 1, 2023 – June 30, 2024.

Recommendation:

It is recommended that the school board approve the agreement with Suburban Ramsey Family Collaborative as presented to provide fiscal agent services for 2023-24.

XX Action Required

_____ Informational – No Board Action Requested

**SUBURBAN RAMSEY FAMILY COLLABORATIVE
FISCAL SERVICES AGREEMENT**

The **SUBURBAN RAMSEY FAMILY COLLABORATIVE** (hereafter **COLLABORATIVE**), a Joint Powers Board, mailing address 701 West County Road B, Roseville, MN 55113, and **INDEPENDENT SCHOOL DISTRICT NO. 623** (hereafter **FISCAL AGENT**), 1251 West County Road B-2, Roseville, MN 55113, enter into this agreement for the period of **July 1, 2023** through **June 30, 2024**.

WHEREAS, the **COLLABORATIVE** is desirous of obtaining the services of a **FISCAL AGENT** to provide the necessary fiscal services to enable the **COLLABORATIVE** to manage its financial affairs and to properly comply with the provisions of Minn. Stat. § 124D.23 and other related statutes; and

WHEREAS, the school district has the capability of providing **FISCAL AGENT** services to the **COLLABORATIVE**.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants contained herein, the **COLLABORATIVE** and the **FISCAL AGENT** agree as follows:

SECTION I.

A. GENERAL ACCOUNTING

The **COLLABORATIVE** agrees to purchase, and the **FISCAL AGENT** agrees to furnish the following purchased services described as follows:

Provide fiscal services to the **COLLABORATIVE** related to the financial management of the **COLLABORATIVE** in compliance with the provisions of Minn. Stat. § 124D.23 and as it may be amended and the requirements of the SRFC Joint Powers Board and any relevant local **COLLABORATIVE** time study board and in conformance with the requirements of any applicable federal statutes and regulations, and state statutes and rules. The fiscal services are more specifically set forth as follows:

1. **FISCAL AGENT** shall provide general accounting services, practices, procedures, and reports relating to all funds received by and disbursed from the **COLLABORATIVE**.
2. The **FISCAL AGENT** shall provide **COLLABORATIVE** access to **FISCAL Agent's** contracts, contractual procedures, and purchase order system, and shall also make available to **COLLABORATIVE** all discounts and special rates otherwise available to **FISCAL AGENT** from the **FISCAL Agent's** own purchasing activities or from other third party sources.
3. The **FISCAL AGENT** shall provide vendor payments for all vendors providing services to the **COLLABORATIVE** and shall establish such authorization and signature records so as to ensure the proper disbursement of **COLLABORATIVE** funds.

4. The FISCAL AGENT shall provide such checks or warrants as may be appropriately required by COLLABORATIVE in a timely fashion so as to carry out the COLLABORATIVE's business.

B. ACCESS TO RECORDS

1. The FISCAL AGENT shall provide telephone line transaction capability giving COLLABORATIVE members and staff access to the current financial condition of the COLLABORATIVE, including hookup Skyward capability.
2. The FISCAL AGENT shall provide such written reports as may be reasonably necessary to assist COLLABORATIVE in the carrying out of COLLABORATIVE's activities.
3. FISCAL AGENT shall provide training to COLLABORATIVE's officers and employees so as to enable the COLLABORATIVE officers and employees to access FISCAL AGENT's accounting and reporting system for the purpose of determining COLLABORATIVE's current financial status.
4. FISCAL AGENT shall provide consultation and training on a monthly or as needed basis by a qualified FISCAL AGENT representative to assist COLLABORATIVE in the proper understanding and utilization of FISCAL Agent's accounting system.

C. AUDIT

1. The FISCAL AGENT shall provide to COLLABORATIVE on an annual basis an audit by a licensed, certified public accountant based on generally accepted accounting principles. The audit shall contain a management letter, when deemed necessary by the auditor, so as to properly advise the COLLABORATIVE on the proper managing of the Collaborative's financial affairs. Such audit shall be presented in a format commonly acceptable to the accounting practice and shall be provided between June 30 and December 1 of each year.
2. COLLABORATIVE shall attempt to ensure that Collaborative's officers and employees reasonably cooperate with the FISCAL AGENT in the FISCAL Agent's performance of its duties and responsibilities under this agreement.

D. PAYMENT FOR SERVICES

1. Total payments to the FISCAL AGENT shall not exceed the sum of Fifteen Thousand and no/100 Dollars (\$15,000.00) per fiscal year.
2. Payment to the FISCAL AGENT shall be made annually upon receipt of invoice by the FISCAL AGENT. Payment will be made in a manner provided by law for the payment of claims against public organizations within thirty-five (35) days of receipt of the invoice when practicable.

E. REPORTS, RECORDS

1. The FISCAL AGENT agrees to maintain books, records, documents, and other evidence and accounting procedures and practices relevant to this agreement for six (6) years after the last date of service. These books, records, documents, and accounting procedures and practices relevant to this agreement shall be subject at all reasonable times to inspection, review, or audit on-site by the COLLABORATIVE or either the legislative auditor or the state auditor as appropriate.

F. ACCOMPLISHMENT OF PROJECT

The FISCAL AGENT shall commence, carry on, and complete the project with all practical dispatch, and a sound economical and efficient manner, in accordance with the provisions of applicable laws and regulations. In accomplishing the project, the FISCAL AGENT shall take such steps as are necessary to ensure that the work involved is properly coordinated with related work being carried on by the COLLABORATIVE.

G. PERSONNEL

The FISCAL AGENT represents that it has, or will secure at its own expense, all personnel required in performing the services required pursuant to this agreement. Such personnel shall not be employees or have any contractual relationship with the COLLABORATIVE. All of the services required under this agreement will be performed by the FISCAL AGENT or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.

H. CONDITIONS OF THE PARTIES' OBLIGATIONS

1. The COLLABORATIVE may cancel this agreement or a portion thereof at any time, with or without cause, upon thirty (30) days' written notice, delivered by mail or in person.
2. The FISCAL AGENT may cancel this agreement or portion thereof at any time, with or without cause, upon ninety- (90) days' written notice, delivered by mail or in person.
3. The laws of the state of Minnesota shall govern all questions as to the execution, nature, obligation, instructions, validity, and performance of this agreement. Any litigation concerning this agreement shall be venued in Ramsey County, Minnesota.

I. STANDARDS

1. The FISCAL AGENT shall comply with all applicable federal and state statutes and regulations now in effect or hereafter adopted, and professional standards appropriate to the services.
2. Other provisions for cancellation of this agreement notwithstanding, failure to meet such standards may be cause for cancellation of this agreement effective as of receipt of notice of cancellation.

J. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purpose in the course of FISCAL Agent's performance of this agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes or state rules adopted to implement the Act, as well as any applicable federal laws.

K. NON-DISCRIMINATION

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1986. On request, the FISCAL AGENT will furnish all information and reports required by the COLLABORATIVE and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

L. INDEMNITY AND INSURANCE

1. **Indemnity**. The FISCAL AGENT agrees that to the limits set forth in law, it will defend, indemnify, and hold harmless the COLLABORATIVE, its officials, employees, and agents from any and all liability, loss, or damages they may suffer as a result of claims, demands, judgments, or costs, including reasonable attorney's fees, arising out of or related to FISCAL Agent's performance of this agreement. It is acknowledged that this provision was separately negotiated and specifically agreed to by the FISCAL AGENT.
2. **Insurance**. The FISCAL AGENT shall purchase and maintain such insurance or will have a self-insurance program as will protect the FISCAL AGENT from all claims set forth below, which may arise out of, or result from, the FISCAL Agent's operations under this agreement, whether such operations be by the FISCAL AGENT or by anyone directly employed by them, or by anyone for whose acts any of them may be liable.

M. INDEPENDENT CONTRACTOR

It is agreed that nothing contained in this agreement, or any extension of this agreement, is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association with the Collaborative and the Fiscal Agent nor shall the acceptance of such payment act as a waiver of any claims that the fiscal agent may have against the Collaborative, its employees, agents, and representatives of the Collaborative. From any amounts due the Fiscal Agent, there will be no deductions for federal income tax or FICA payments, or for any state income tax, or for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the Fiscal Agent

N. PROVISIONS CONCERNING CERTAIN WAIVERS

Subject to applicable law, any right or remedy which the COLLABORATIVE may have under this contract may be waived in writing by the COLLABORATIVE by a formal waiver if, in the judgment of the COLLABORATIVE, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

O. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

P. COLLABORATIVE NOT OBLIGATED TO THIRD PARTIES

The COLLABORATIVE shall not be obligated or liable hereunder to any party other than the FISCAL AGENT.

Q. WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the COLLABORATIVE of any payment to the FISCAL AGENT constitute or be construed as a waiver by the COLLABORATIVE of any breach of covenant, or any default which may then exist, on the part of the FISCAL AGENT, and the making of any such payment by the COLLABORATIVE while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the COLLABORATIVE in respect to such breach or default.

R. SUBCONTRACTING AND ASSIGNMENTS

The FISCAL AGENT shall not enter into any subcontract for performance of any of the services contemplated under this agreement, nor assign this agreement, without the prior written approval of the COLLABORATIVE, and subject to such conditions and provisions as the FISCAL AGENT may deem necessary. The FISCAL AGENT shall be responsible for the performance of all subcontractors.

S. MODIFICATION OF AGREEMENT

Any alterations, variations, modifications, or waivers of provisions of this agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COLLABORATIVE and the FISCAL AGENT, and attached to the original of this agreement.

T. NOTICES

Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the address(es) listed below:

COLLABORATIVE

Director
SUBURBAN RAMSEY FAMILY COLLABORATIVE
1910 West County Road B
Roseville, MN 55113

SCHOOL DISTRICT

Superintendent
INDEPENDENT SCHOOL DISTRICT NO. 623
1251 West County Road B-2
Roseville, MN 55113

U. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement between the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this agreement are incorporated or attached and are deemed to be part of this agreement.

IN WITNESS WHEREOF, the COLLABORATIVE and FISCAL AGENT have executed this agreement as of the dates written below.

SUBURBAN RAMSEY FAMILY COLLABORATIVE
(a Joint Powers Board)

INDEPENDENT SCHOOL DISTRICT NO. 623

By: _____

By: _____

Date: _____

Date: _____

Its: Director, Mary Sue Hansen

Its: Superintendent, Dr. Jenny Loeck



Agenda Topic: Suburban Ramsey Family Collaborative Support Services Agreement
Meeting Date: June 13, 2023
Contact Person: Cyndi Arneson

Background:

This renewal agreement allows Roseville Area Schools to provide 20 hours per week of clerical support to the Suburban Ramsey Family Collaborative (SRFC) for the period of July 1, 2023 – June 30, 2024. Our existing partnership with SRFC and the fact that we already provide fiscal agent services allows an opportunity for sharing of clerical staff which results in more efficient workflow for both parties.

Recommendation:

It is recommended that the school board approve the agreement with Suburban Ramsey Family Collaborative as presented to provide clerical support services for 2023-24.

XX Action Required

_____ Informational – No Board Action Requested

**SUBURBAN RAMSEY FAMILY COLLABORATIVE
SUPPORT SERVICES AGREEMENT**

The SUBURBAN RAMSEY FAMILY COLLABORATIVE (hereafter COLLABORATIVE), a Joint Powers Board, mailing address 701 West County Road B, Roseville, MN 55113, and INDEPENDENT SCHOOL DISTRICT NO. 623 (hereafter SCHOOL DISTRICT), 1251 West County Road B-2, Roseville, MN 55113, enter into this agreement for the period of **July 1, 2023** through **June 30, 2024**.

WHEREAS, the COLLABORATIVE is desirous of obtaining support services; and

WHEREAS, the SCHOOL DISTRICT has the capability of providing such support services to the COLLABORATIVE.

NOW, THEREFORE, IN CONSIDERATION OF the mutual covenants contained herein, the COLLABORATIVE and the SCHOOL DISTRICT agree as follows:

SECTION I.

A. DESCRIPTION OF SERVICES

The COLLABORATIVE agrees to purchase, and the SCHOOL DISTRICT agrees to furnish the following purchased services described as follows:

1. SCHOOL DISTRICT shall provide **20 hours** per week of support services, including but not limited to, scheduling meetings, copying, bookkeeping, financial reporting, processing of contracts, invoices, deposits, memos, filing and other general office functions.

B. PAYMENT FOR SERVICES

1. Total payments to the SCHOOL DISTRICT shall not exceed the sum of **Forty-Two Thousand Three Hundred Twenty-Nine Dollars (\$42,329.00)** for **2023-24**.
2. Payment to the FISCAL AGENT shall be made annually upon receipt of invoice by the FISCAL AGENT. Payment will be made in a manner provided by law for the payment of claims against public organizations within thirty-five (35) days of receipt of the invoice when practicable.

C. PERSONNEL

The SCHOOL DISTRICT represents that it has, or will secure at its own expense, all personnel required in performing the services required pursuant to this agreement. Such personnel shall not be employees or have any contractual relationship with the COLLABORATIVE. All of the services required under this agreement will be performed by the SCHOOL DISTRICT or under its supervision and all personnel engaged in the work shall be fully qualified to perform such services.

D. CONDITIONS OF THE PARTIES' OBLIGATIONS

1. The COLLABORATIVE may cancel this agreement or a portion thereof at any time, with or without cause, upon thirty (30) days' written notice, delivered by mail or in person.
2. The SCHOOL DISTRICT may cancel this agreement or portion thereof at any time, with or without cause, upon ninety (90) days' written notice, delivered by mail or in person.
3. The laws of the state of Minnesota shall govern all questions as to the execution, nature, obligation, instructions, validity, and performance of this agreement. Any litigation concerning this agreement shall be venued in Ramsey County, Minnesota.

E. STANDARDS

1. The SCHOOL DISTRICT shall comply with all applicable federal and state statutes and regulations now in effect or hereafter adopted, and professional standards appropriate to the services.
2. Other provisions for cancellation of this agreement notwithstanding, failure to meet such standards may be cause for cancellation of this agreement effective as of receipt of notice of cancellation.

F. DATA PRACTICES

All data collected, created, received, maintained, or disseminated for any purpose in the course of SCHOOL DISTRICT's performance of this agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes or state rules adopted to implement the Act, as well as any applicable federal laws.

G. NON-DISCRIMINATION

No person shall, on the grounds of race, color, religion, age, sex, disability, marital status, public assistance status, criminal record, creed, or national origin, be excluded from full employment rights in, participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, service, or activity under the provisions of any and all applicable federal and state laws against discrimination, including the Civil Rights Act of 1986. On request, the SCHOOL DISTRICT will furnish all information and reports required by the COLLABORATIVE and by the rules and regulations and orders of the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

H. INDEMNITY AND INSURANCE

1. **Indemnity**. The SCHOOL DISTRICT agrees that to the limits set forth in law, it will defend, indemnify, and hold harmless the COLLABORATIVE, its officials, employees, and agents from any and all liability, loss, or damages they may suffer as a result of claims, demands, judgments, or costs, including reasonable attorney's fees, arising out of or related to the SCHOOL DISTRICT's performance of this agreement. It is acknowledged

that this provision was separately negotiated and specifically agreed to by the SCHOOL DISTRICT.

2. **Insurance.** The SCHOOL DISTRICT shall purchase and maintain such insurance or will have a self-insurance program as will protect the SCHOOL DISTRICT from all claims set forth below, which may arise out of, or result from, the SCHOOL DISTRICT's operations under this agreement, whether such operations be by the SCHOOL DISTRICT or by anyone directly employed by them, or by anyone for whose acts any of them may be liable.

I. INDEPENDENT CONTRACTOR

It is agreed that nothing contained in this agreement, or any extension of this agreement, is intended or should be construed as creating the relationship of co-partners, joint ventures, or an association with the COLLABORATIVE and the SCHOOL DISTRICT nor shall the acceptance of such payment act as a waiver of any claims that the SCHOOL DISTRICT may have against the COLLABORATIVE, its employees, agents, and representatives of the COLLABORATIVE. From any amounts due the SCHOOL DISTRICT, there will be no deductions for federal income tax or FICA payments, or for any state income tax, or for any other purposes which are associated with an employer-employee relationship unless required by law. Payment of federal income tax, FICA payments, and state income tax are the responsibility of the SCHOOL DISTRICT.

J. PROVISIONS CONCERNING CERTAIN WAIVERS

Subject to applicable law, any right or remedy which the COLLABORATIVE may have under this contract may be waived in writing by the COLLABORATIVE by a formal waiver if, in the judgment of the COLLABORATIVE, this contract, as so modified, will still conform to the terms and requirements of pertinent laws.

K. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this contract.

L. COLLABORATIVE NOT OBLIGATED TO THIRD PARTIES

The COLLABORATIVE shall not be obligated or liable hereunder to any party other than the SCHOOL DISTRICT.

M. WHEN RIGHTS AND REMEDIES NOT WAIVED

In no event shall the making by the COLLABORATIVE of any payment to the SCHOOL DISTRICT constitute or be construed as a waiver by the COLLABORATIVE of any breach of covenant, or any default which may then exist, on the part of the SCHOOL DISTRICT, and the making of any such payment by the COLLABORATIVE while any such breach or default shall exist in no way impair or prejudice any right or remedy available to the COLLABORATIVE in respect to such breach or default.

N. SUBCONTRACTING AND ASSIGNMENTS

The SCHOOL DISTRICT shall not enter into any subcontract for performance of any of the services contemplated under this agreement, nor assign this agreement, without the prior

written approval of the COLLABORATIVE, and subject to such conditions and provisions as the SCHOOL DISTRICT may deem necessary. The SCHOOL DISTRICT shall be responsible for the performance of all subcontractors.

O. MODIFICATION OF AGREEMENT

Any alterations, variations, modifications, or waivers of provisions of this agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of the COLLABORATIVE and the SCHOOL DISTRICT, and attached to the original of this agreement.

P. NOTICES

Any notices, bills, invoices, or reports required by this agreement shall be sufficient if sent by the parties hereto in the United States mail, postage paid, to the address(es) listed below:

COLLABORATIVE

Director
SUBURBAN RAMSEY FAMILY COLLABORATIVE
1910 West County Road B
Roseville, MN 55113

SCHOOL DISTRICT

Superintendent
INDEPENDENT SCHOOL DISTRICT NO. 623
1251 West County Road B-2
Roseville, MN 55113

Q. ENTIRE AGREEMENT

It is understood and agreed that the entire agreement between the parties is contained herein and that this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. All items referred to in this agreement are incorporated or attached and are deemed to be part of this agreement.

IN WITNESS WHEREOF, the COLLABORATIVE and SCHOOL DISTRICT have executed this agreement as of the dates written below.

SUBURBAN RAMSEY FAMILY COLLABORATIVE
(a Joint Powers Board)

INDEPENDENT SCHOOL DISTRICT NO. 623

By: _____

By: _____

Date: _____

Date: _____

Its: Director, Mary Sue Hansen

Its: Superintendent, Dr. Jenny Loeck



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Agenda Item: 5j

Agenda Topic: Apple Corporation Equipment Lease
Meeting Date: June 13, 2023
Contact Person: Shari Thompson

Background:

Enclosed for your approval is a copy of a lease purchase agreement for 1,750 replacement iPads and 300 MacBook Airs. The iPads will support replacement of the grades 6-12 Personalized Learning Initiative program, and the MacBooks are part of the staff computer replacement cycle.

The three-year lease with Apple Financial Services allows the district to spread the cost over three fiscal years. The annual payment for the lease is \$277,400.

The board's approval will allow us to execute the agreement and ensure prompt receipt of the electronic devices.

Recommendation:

It is recommended that the board approve the equipment lease purchase agreement with Apple Corporation.

XX Action Required ___ Informational – No Board Action Requested

EXHIBIT C

RESOLUTION NO. _____ OF Independent School District No. 623
 AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
 OF A MASTER LEASE PURCHASE AGREEMENT;
 AND APPROVING THE EXECUTION AND DELIVERY OF
 SCHEDULE NO. 8 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Independent School District No. 623 (the "Other"), is authorized by the laws of the state of Minnesota (the "State") to enter into a lease purchase agreement in order to acquire personal property equipment and other property for governmental or proprietary purposes; and

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

WHEREAS, in order to finance the costs of acquiring the Equipment, the Other desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 8 thereto, which together constitute the "Lease"; and

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

NOW, THEREFORE, IT IS RESOLVED BY THE [GOVERNING BODY] AS FOLLOWS:

Section 1. The Other hereby authorizes and approves the execution and delivery of the Master Lease;

Section 2. The Other hereby authorizes and approves the execution and delivery of Schedule No. 8 to the Master Lease in an amount not to exceed \$_____ for the purpose of financing the costs of the acquisition and installation of the Project;

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

Name	Title
Curtis Johnson	Board Chair
	Board Clerk

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

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

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

PASSED AND ADOPTED BY THE [GOVERNING BODY] ON [DATE OF RESOLUTION].

 Signatory

Attest: _____

District Clerk

True and Original Copy

Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of August 1, 2014 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Independent School District No. 623 ("Lessee").

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payments under the related Lease that would have been paid during the related scheduled Lease Term plus any other amounts then due under the related Lease or Leases, Lessor shall immediately pay the amount of any such excess to Lessee.

18. PURCHASE OPTION. At the option of Lessee, and provided that no Event of Default or Event of Non-appropriation has occurred and/or is continuing under any Lease, Lessor's interest in all, but not less than all, of the Equipment subject to a Lease will be transferred, conveyed and assigned to Lessee, free and clear of any right or interest of Lessor, and such Lease shall terminate: (a) upon payment in full of all Lease Payments under such Lease and all other amounts then due thereunder or (b) on any Lease Payment due date under such Lease, provided that Lessee shall have delivered written notice at least 30 days prior to such date of Lessee's intention to purchase the Equipment subject to such Lease pursuant to this provision, by paying to Lessor, in addition to the Lease Payment due on such date, an amount equal to the purchase price (the "Purchase Price") shown for such Lease Payment due date in the payment schedule included in the applicable Lease. Lessee hereby acknowledges that the Purchase Price under a Lease includes a prepayment premium.

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

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

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

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

23. **RELEASE AND INDEMNIFICATION.** To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the cause thereof, and all costs and expenses in connection therewith (including, without limitation, attorneys' fees) arising out of or resulting from (a) entering into this Master Lease and/or any Lease; (b) the ownership of any item of Equipment; (c) the ordering, acquisition, use, installation, deployment, testing, operation, condition, purchase, ~~delivery, rejection,~~ storage or return of any item of Equipment; (d) any damage to property or personal injury or death of any person in connection with the operation, use, installation, ~~deployment,~~ testing, condition, ~~possession,~~ storage or return of any item of Equipment, or in connection with or resulting from Lessee's acts, omissions, negligence, misconduct or breach of any provision of this Master Lease or any Lease(s) hereunder; and/or (e) the breach of any covenant or any material representation of Lessee contained in this Master Lease or any Lease. The indemnification obligations set forth herein shall continue in full force and effect notwithstanding the payment in full of all obligations under any Lease or the termination of the Lease Term under any Lease for any reason.

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

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

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

LESSOR: APPLE INC.

BY: 
TITLE: Paul Henderson
Group Manager
Commercial Lend

LESSEE: Independent School District No. 623
1251 County Road B2 W
Roseville, MN 55113

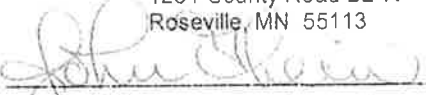
BY: 
TITLE: Superintendent
FED TAX ID#: 41-600-3439

EXHIBIT A

Schedule No. 8 Dated June 30 2023 to Master Lease Purchase Agreement Dated August 1 2014

This Schedule No. 8 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated August 1 2014 ("Master Lease"), and is effective as of June 30 2023. 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	
<i>Computer Hardware--See attached Exhibit 1.</i>	

LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	6/30/2023					\$832,200.00
1	7/15/2023	\$277,400.00	\$0.00	\$277,400.00	\$565,896.00	\$554,800.00
2	7/15/2024	\$277,400.00	\$0.00	\$277,400.00	\$282,948.00	\$277,400.00
3	7/15/2025	\$277,400.00	\$0.00	\$277,400.00	\$0.00	\$0.00
Totals:		\$832,200.00	\$0.00	\$832,200.00	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$819,288.67 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 1.5194% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

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

Commencement Date: June 30 2023

LESSOR: **APPLE INC.**

LESSEE: **INDEPENDENT SCHOOL DISTRICT NO. 623**

SIGNATURE: X _____

SIGNATURE: X _____

NAME / TITLE: X _____

NAME / TITLE: X *Shari Thompson, Dir of Business*

DATE: X _____

DATE: X _____

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 8
under Master Lease Purchase Agreement dated August 1 2014

Row #	Details & Comments	Qty
1	10.2-inch iPad Wi-Fi 64GB – Space Gray (Packaged in a 10-pack) Part Number: MK2Y3LL/A	1,750
2	13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 16GB, 256GB – Space Gray (Packaged in a 5-pack) Part Number: MQTY3LL/A	300

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

Apple Inc. Education Price Quote

Customer: Tina Clasen
ROSEVILLE ISD 623
Phone: 651-635-1685
email: tina.clasen@isd623.org

Apple Inc: Laurie Spinner
One Apple Park Way
Cupertino, CA 95014
email: lspinner@apple.com

Apple Quote: 2211828393

Quote Date: Thursday, May 25, 2023

Quote Valid Until: Tuesday, July 11, 2023

Quote Comments:

Please reference Apple Quote number on your Purchase Order.

Row #	Details & Comments	Qty	Unit List Price	Extended List Price
1	10.2-inch iPad Wi-Fi 64GB – Space Gray (Packaged in a 10-pack) Part Number: MK2Y3LL/A	1,750	\$294.00	\$514,500.00
2	13-inch MacBook Air: Apple M1 chip with 8-core CPU and 7-core GPU, 16GB, 256GB – Space Gray (Packaged in a 5-pack) Part Number: MQTY3LL/A	300	\$1,059.00	\$317,700.00
Edu List Price Total				\$832,200.00
– Additional Tax				\$0.00
– Estimated Tax				\$0.00
Extended Total Price*				\$832,200.00

*In most cases Extended Total Price does not include Sales Tax
*If applicable, eWaste/Recycling Fees are included. Standard shipping is complimentary

Complete your order by one of the following:

- This document has been created for you as Apple Quote ID 2211828393. Please contact your institution's Authorized Purchaser to submit the above quote online. For account access or new account registration, go to <https://ecommerce.apple.com>. Simply go to the Quote area of your Apple Education Online Store, click on it and convert to an order.
 - For registration assistance, call 1.800.800.2775
- If you are unable to submit your order online, please send a copy of this Quote with your Purchase Order via email to

institutionorders@apple.com. Be sure to reference the Apple Quote number on the PO to ensure expedited processing of your order.

- For more information, go to provision C below, for details.

THIS IS A QUOTE FOR THE SALE OF PRODUCTS OR SERVICES. YOUR USE OF THIS QUOTE IS SUBJECT TO THE FOLLOWING PROVISIONS WHICH CAN CHANGE ON SUBSEQUENT QUOTES:

- A. 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, CONTACT contracts@apple.com.
- B. ALL SALES ARE FINAL. PLEASE REVIEW RETURN POLICY BELOW IF YOU HAVE ANY QUESTIONS. IF YOU USE YOUR INSTITUTION'S PURCHASE ORDER FORM 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.
- C. YOUR ORDER MUST REFER SPECIFICALLY TO THIS QUOTE AND IS SUBJECT TO APPLE'S ACCEPTANCE. ALL FORMAL PURCHASE ORDERS SUBMITTED BY EMAIL MUST SHOW THE INFORMATION BELOW:
- APPLE INC. AS THE VENDOR
 - BILL-TO NAME AND ADDRESS FOR YOUR APPLE ACCOUNT
 - PHYSICAL SHIP-TO NAME AND ADDRESS (NO PO BOXES)
 - PURCHASE ORDER NUMBER
 - VALID SIGNATURE OF AN AUTHORIZED PURCHASER
 - APPLE PART NUMBER AND/OR DESCRIPTION OF PRODUCT AND QUANTITY
 - TOTAL DOLLAR AMOUNT AUTHORIZED OR UNIT PRICE AND EXTENDED PRICE ON ALL LINE ITEMS
 - CONTACT INFORMATION: NAME, PHONE NUMBER AND EMAIL
- D. UNLESS THIS QUOTE SPECIFIES OTHERWISE, IT REMAINS IN EFFECT UNTIL Tuesday, July 11, 2023 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 OR CANCEL ANY PROVISION OF THIS QUOTE, OR CANCEL ANY ORDER YOU PLACE PURSUANT TO THIS QUOTE, IF IT CONTAINS A TYPOGRAPHIC OR OTHER ERROR.
- E. THE AMOUNT OF THE VOLUME PURCHASE PROGRAM (VPP) CREDIT SHOWN ON THIS QUOTE WILL ALWAYS BE AT UNIT LIST PRICE VALUE DURING REDEMPTION ON THE VPP STORE.
- F. UNLESS SPECIFIED ABOVE, APPLE'S STANDARD SHIPPING IS INCLUDED IN THE TOTAL PRICE.

Opportunity ID: 18000008892045

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Document rev 10.6.1

Date of last revision – June 20th, 2016

ELECTRONIC SIGNATURE ADDENDUM

MASTER LEASE PURCHASE AGREEMENT DATED AS OF August 1 2014

RECITALS

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

NOW THEREFORE,

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

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

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

3. Effective Date. This Addendum is executed to be effective as of June 30 2023.

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

IN WITNESS WHEREOF, Lessee and Lessor have each caused this Addendum to be duly executed and delivered as of June 30 2023.

LESSOR:

APPLE INC.

By: _____

Name: _____

Title: _____

LESSEE:

INDEPENDENT SCHOOL DISTRICT No. 623

By: _____

Name: Jenny Loeck

Title: Superintendent

EXHIBIT G

INCUMBENCY CERTIFICATE

Schedule No. 8 to Master Lease Purchase Agreement dated August 1 2014

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. 623**

Signature: **X** _____

Printed Name/Title: **X** Jenny Loeck, Superintendent

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.)



Agenda Topic: Approval of the Dissolution of Summer Academy Joint Powers Agreement
Meeting Date: June 13, 2023
Contact Person: Superintendent Jenny Loeck

Background:

Initiated in 1978, the North Suburban Summer Academy for high-potential students is a unique, intensive and exciting program designed to address the special needs of the high-potential student. It is sponsored through the cooperative efforts of the following 12 Minnesota school districts: Anoka-Hennepin, Centennial, Columbia Heights, Forest Lake, Fridley, Mahtomedi, Mounds View, North St. Paul/Maplewood/Oakdale, Roseville, St. Anthony/New Brighton, Spring Lake Park, and White Bear Lake.

At a meeting on May 26, 2023, the Summer Academy member district superintendents approved a motion to move forward with the dissolution of Summer Academy at the conclusion of this summer’s program. This decision was informed by the following message from the Summer Academy Executive Board:

The executive board of the Summer Academy met on Thursday, May 11, 2023. At this meeting we reached the recommendation that due to the financial concerns and declining enrollment, a determination was made that Summer Academy should dissolve after the June 2023 session. This recommendation was not made lightly and it is a recommendation that is being made with a heavy heart.

Recommendation:

It is recommended that the board move to dissolve the Summer Academy Joint Powers Agreement effective June 30, 2023.

XX Action Required _____ Informational – No Board Action Requested



Roseville Area Schools

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Agenda Item: 5I

Agenda Topic: Northeast Metro 916 Special Education and Related Services Staffing Agreement

Meeting Date: June 13, 2023

Contact Person: Shari Thompson

Background:

The district purchases services of special education and related services staff employed by Northeast Metro Intermediate District 916 to provide special education services to students in Roseville Area Schools. This is a renewal agreement for the 2023-2024 school year.

Recommendation:

It is recommended that the board approve the agreement with Northeast Metro 916 to provide special education and related services staffing.

XX Action Required ___ Informational – No Board Action Requested

Agreement To Provide Special Education and Related Staffing

This Agreement is made and entered into by and between the Northeast Metropolitan Intermediate School District No. 916 ("Northeast Metro 916") and Independent School District No. 623 ("School District") on this 1st day of July 2023, for the purpose of Northeast Metro 916 providing special education and/or related staffing to students enrolled in and receiving educational and related services at the School District.

WHEREAS, Northeast Metro 916 is a Minnesota intermediate school district providing special education and related services to students whose resident school districts request such services to be provided by Northeast Metro 916; and

WHEREAS, the School District is a Minnesota independent school district providing educational services to or for its resident students; and

WHEREAS, the School District desires Northeast Metro 916 to provide special education and/or related services to those students enrolled in and as requested by the School District; and

WHEREAS, Northeast Metro 916 is willing and has the authority to enter into an Agreement to provide special education and/or related services to students enrolled in the School District, pursuant to Minnesota Statutes, Chapter 136D;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE SCHOOL DISTRICT AND NORTHEAST METRO 916 AS FOLLOWS:

I. School District Obligations

1. The School District shall be solely responsible for ensuring that appropriate special education and/or related services are made available to its resident students.
2. The School District shall submit any requests for educational and related services for its students in writing in any format, including electronic. Such requests shall specify the nature of the services requested, the number of students to be served, the full time equivalent (FTE) needed, and the location at which the services will be provided.
3. The School District shall be responsible to pay, on a timely basis, any and all invoices submitted by Northeast Metro 916 for the services it provides on behalf of the School District.
4. The School District shall be responsible for state and federal reporting requirements relating to the students receiving educational and/or related services under this Agreement, such as MARSS reporting.
5. The School District shall provide supervision of Northeast Metro 916 employees providing special education and/or related services at the School District, as it relates to sign-in/sign-out procedures, classroom and office usage, and similar site procedures,

although the Northeast Metro 916 employees shall remain employees only of Northeast Metro 916. The School District shall notify Northeast Metro 916 of any known non-compliance by Northeast Metro 916 employees with such School District procedures.

6. The number of days in this contract shall be determined by the Northeast Metro 916's employee's labor agreement subject to the School District's pro rata share of the FTE assignment.

II. Northeast Metro 916 Obligations

7. Northeast Metro 916 shall provide special education and/or related services as requested by the School District with appropriately licensed Northeast Metro 916 employees. Northeast Metro 916 shall be responsible for STAR reporting requirements relating to the staffing provided the School District.
8. The individuals assigned to provide special education and/or related services at the School District by Northeast Metro 916 shall be Northeast Metro 916 employees, and shall be hired, retained, assigned, directed, supervised, evaluated, compensated, disciplined or terminated by Northeast Metro 916, according to applicable Northeast Metro 916 employment agreements, Northeast Metro 916 policies and procedures and any applicable state or federal laws or regulations.
9. Despite the preceding language, the parties expect that the School District shall provide site supervision of the Northeast Metro 916 employee while providing services at the School District as it relates to sign-in/sign-out, classroom and office usage, and other site procedures. The Northeast Metro 916 employees assigned to work at the School District shall abide by any and all School District procedures of which s/he is notified.
10. Northeast Metro 916 shall set staffing reimbursement rates for the special education and related services it provides at the School District and shall issue billing invoices quarterly, consistent with the Northeast Metro 916 billing cycle. Billing shall also include reimbursement for staff mileage and travel time and the costs of supplies, equipment and overhead.
11. This Agreement shall not be construed to give rise to any employment relationship between the School District and any Northeast Metro 916 employee assigned to work at the School District.

III. Transportation of Students

Student transportation shall be provided and paid for by the School District, as required by state and federal laws.

IV. Data Practices

Nothing in this Agreement shall be construed to be contrary to Minnesota Statutes, Chapter 13, the Minnesota Government Data Practices Act ("MGDPA"), and in particular, Minn. Stat. § 13.32, and the Federal Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") regarding the creation and maintenance of educational records. All of the data created, collected, received, stored, used or maintained by the parties in performing functions under this Agreement

is subject to the requirements of the MGDPA and FERPA and the parties must comply with those requirements.

V. Insurance and Liability

Nothing in this Agreement shall constitute a waiver of the rights, privileges and benefits to which either party is entitled under Minnesota Statutes. The liability and monetary limits of liability of the School District and Northeast Metro 916 shall be governed by the Minnesota Government Tort Claims Act, Minnesota Statutes, Chapter 466, et. seq., and other applicable law. Northeast Metro 916 and the School District shall each maintain insurance against claims arising out of or relating to the provision of services under this Agreement, in an amount and of a nature consistent with each party's Board policies, procedures or practices and as required by the laws of the State of Minnesota.

VI. Term and Cancellation

This Agreement shall commence on the date indicated below and shall remain in effect through June 30, 2024, unless Northeast Metro and the School District mutually agree to terminate or cancel the Agreement prior to that date by 60 days written notice. Written notices under this Agreement shall be sent to:

For Northeast Metro 916:

Assistant Superintendent of Specialized Services
Northeast Metro 916
2540 East County Road F
White Bear Lake, MN
55110

For The School District:

Director of Student Services
Roseville Independent School District No. 623
1251 County Road B-2 West
Roseville, MN
55113

VII. Renewal

The parties to this Agreement may renew this Agreement if mutually agreed upon in one-year increments by executing a written renewal agreement at least sixty (60) days prior to expiration of the Agreement or any subsequent renewal period, subject to the same terms and conditions as this Agreement, or as otherwise mutually agreed upon.

VIII. Assignment

Neither party to this Agreement shall assign, delegate or transfer any rights or obligations under this Agreement without the prior written consent of the other party.

X. Amendments

This Agreement may be amended during the term of this Agreement and may only be amended in writing by the mutual agreement of the parties.

XI. Entire Agreement

This Agreement contains the entire Agreement between the parties with regard to the matters set forth herein.

IN WITNESS WHEREOF, Independent School District No. 623 and Northeast Metropolitan Intermediate School District No. 916 have executed this Agreement this _____ day of _____, 2023.

INDEPENDENT SCHOOL DISTRICT NO. 623

School Board Chairperson Date: _____

Director of Student Services Date: _____

NORTHEAST METROPOLITAN INTERMEDIATE SCHOOL DISTRICT NO. 916

Marilyn Horsberg
School Board Chairperson Date: 4/3/2023

Dan Mandico
Assistant Superintendent of Specialized Services Date: 3/31/23



Roseville Area Schools

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Agenda Item: 6a

Agenda Topic: Alternative Teacher Professional Pay System (ATPPS) Annual Report
Meeting Date: June 13, 2023
Contact Person: Mike Schroeder

Background:

ATPPS is Roseville Area Schools' implementation of Quality Compensation (Q-Comp). Over 550 district teachers participated in ATPPS during the 2022-2023 school year.

Mike Schroeder, ATPPS/Teacher Development and Evaluation coordinator, will present an update on ATPPS and a summary of the annual report. Reporting is done on an annual basis as required by the Minnesota Department of Education.

Recommendation:

Action Required

Informational – No Board Action Requested



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Alternative Teacher Professional Pay System Annual Report

June 13, 2023

Mike Schroeder



Why do we Report?

- School districts are required by statute to report on the **implementation** and **effectiveness** of the Alternative Teacher Professional Pay System (ATPPS) and make annual **recommendations** to the school board
- Part of a continuous improvement effort



What is ATPPS?

- Also known as Quality Compensation (Q Comp)
- It is a voluntary program that allows local districts and the teacher's union to work together and agree on a plan that meets the 4 components of the law.
 - Career Advancement Options
 - Job-embedded Professional Development
 - Teacher Development and Evaluation (TDE)
 - Performance Pay and Reformed Salary Schedule



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Modifications to ATPPS Plan

- No modifications were made to the 2022-23 ATPPS plan.



Roseville Area Schools

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ATPPS Focus

- **Implementing Professional Learning Communities (PLC) with fidelity focusing on PLC questions 3 and 4**



Roseville Area Schools

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Implementation and Effectiveness: How do we Know?

- End of year Lead Teacher survey
- Staff end of year survey
- Site Program Review
- Student Outcomes



Roseville Area Schools

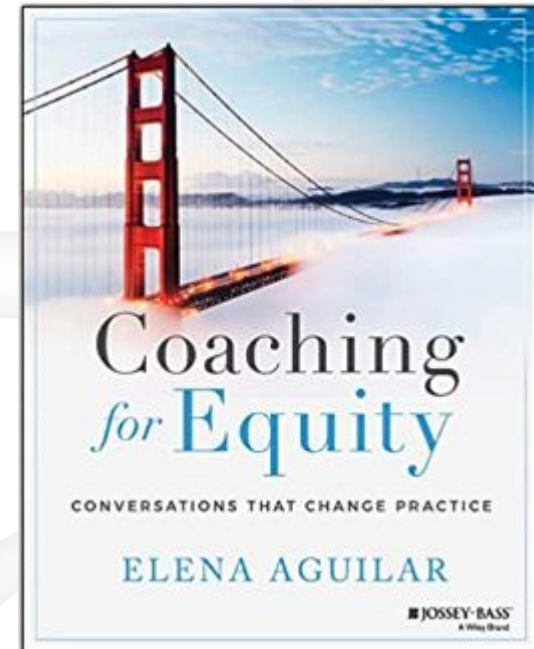
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Professional Development

Lead Teacher's Book Study

Coaching for Equity:
Conversations that Change
Practice

By Elena Aguilar





Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Feedback



Takeaways from Professional Development

“I have a lot of opportunities for growth as a coach! I look forward to expanding and learning next year.”

“I'm on the right path, but want to continue learning how to refine my coaching practice”

“I really need to check myself before engaging with others. I cannot let my own areas for growth impact my coaching.”

“I appreciated the opportunity to spend time focusing on this important part of our work.”



Feedback Regarding Lead Teachers

To what extent do you agree with each of the following statements?

- My Lead Teacher/PLC Coach supports **my team** in selecting instructional strategies for interventions and extensions.
 - 87% Agree/Strongly Agree
- My Lead Teacher/PLC Coach supports **me** in selecting instructional strategies for interventions and extensions.
 - 85.7% Agree/Strongly Agree
- My Lead Teacher/PLC Coach supports **my collaborative team** as we create, monitor, and adjust intervention and extension groups based on frequent assessment data.
 - 87% Agree/Strongly Agree



Teacher Survey

What was most valuable about the support received from Lead Teachers?

- Providing meaningful feedback on instructional practices
- Support with goal writing for team and individuals
- A strong resource for math and reading instruction
- Providing strategies to support interventions and extensions
- Communication. Formal and informal conversations.



Feedback Regarding Administrators

To what extent do you agree with each of the following statements?

- My principal/supervisor works with the staff to create structures for teachers to implement differentiated interventions and extensions.
 - 73% Agree/Strongly Agree
- My principal/supervisor works with the different school-level teams for an aligned vision to provide resources to meet the needs of students.
 - 73% Agree/Strongly Agree
- My principal/supervisor is knowledgeable of how staff is meeting the needs of students through interventions.
 - 78% Agree/Strongly Agree



Teacher Survey

What was most valuable about the support received from Administrators?

- Feedback
- Celebrating success
- Open communication
- Coaching
- Organization - WIN time
- Listening



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Impact



Impact of Professional Learning communities on Professional Growth

To what extent did each of these processes and activities impact your professional growth?

- Analyzing common formative assessments.
 - 93% Report positive impact
- Using frequent assessment data to create, monitor, and adjust intervention and extension groups.
 - 95% Report positive impact
- Planning interventions and extensions based on analyzed assessments.
 - 96% Report positive impact



Impact of Professional Learning communities on Student Outcomes

To what extent did each of these processes and activities impact student learning outcomes?

- Analyzing common formative assessments.
 - 92% Report positive impact
- Using frequent assessment data to create, monitor, and adjust intervention and extension groups.
 - 95% Report positive impact
- Planning interventions and extensions based on analyzed assessments.
 - 96.3% Report positive impact
- Adjusting interventions and extensions groups in a timely manner to include new students.
 - 92% Report positive impact



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Effectiveness



Effectiveness- Student Achievement

Team Goals (Student Goals)

- 78.9% of staff met their Team Goal
 - 80% in 2022
 - 74% in 2021
 - No data for 2020
 - 84% in 2019
 - 85% in 2018



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Site Goals

- 5 of 12 sites met their site goal for 2022-23.
- 3 of 12 sites met their site goal in 2021-22



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Improvements & Recommendations



Areas for Improvement

Based on site program reviews and surveys...

- Interventions & extensions
- Monitor literacy data
- Time for lead teachers to coach
- Improve tier 1 practices
- Attend to staff morale



Recommendations

- Provide professional development to Lead Teachers and Principals that is grounded in the Coaching for Equity book study.
- Time to focus on rubrics at the secondary level.
- Literacy focus at the elementary level (ELA rollout and LETRS).
- PLC Questions 1 and 2 at elementary and PLC Questions 3 and 4 at secondary.



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Questions?



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Agenda Item: 7a

Agenda Topic: Approval of Resolution Authorizing the School District to Participate and Support the MN GreenStep Schools Program

Meeting Date: June 13, 2023

Contact Person: Shari Thompson

Background:

District administration has been meeting and working with Roseville Area High School's Students for Climate Change group this past year on common interests to decrease the district's impact on the environment. The students brought forward the MN GreenStep Schools Program membership at the district level. District administration supports this membership. Upon approval, we will form a District Green Team consisting of administration, students, teachers, and community members. The long-range goal is to develop GreenStep Schools at each of our schools.

Todd Lieser, supervisor of buildings and grounds, will serve as Roseville's Minnesota GreenStep Schools Representative.

RAHS students will be joining us at the board meeting in support of this action.

A copy of the resolution prepared by legal counsel is included.

Recommendation:

It is recommended that the board approve the Resolution Authorizing the School District to Participate and Support the MN GreenStep Schools Program as presented.

XX Action Required _____ Informational – No Board Action Requested

**A RESOLUTION OF THE ROSEVILLE AREA SCHOOLS, MINNESOTA AUTHORIZING THE SCHOOL DISTRICT
TO PARTICIPATE AND SUPPORT THE GREENSTEP SCHOOLS PROGRAM**

WHEREAS, The Roseville Area Schools Board of Education seeks to participate in Minnesota GreenStep Schools to focus attention and efforts on matters of sustainability and pursue initiatives that will lead to Minnesota GreenStep Schools Certification.

WHEREAS, The Roseville Area Schools Board of Education and District Superintendent seek to support and work with school staff and administrators, students, and parents to ensure a safe and healthy environment for students by encouraging our school community to implement **sustainable, energy-smart, eco-friendly, and cost-effective solutions.**

WHEREAS, Extensive opportunities exist to teach students about ecological, economic and social sustainability, environmental health, and nutrition; to integrate sustainability education into classroom learning; and to support students in becoming leaders in making their schools healthier and more sustainable places.

WHEREAS, Many options and choices exist for schools to use resources more efficiently; to reduce, reuse, and recycle; to form school partnerships; to eliminate toxic chemicals; to purchase (or produce) clean energy; and to purchase recycled paper, energy-efficient equipment and other green products to protect our global environment.

WHEREAS, Minnesota GreenStep Schools can support work toward and is complementary with other green building standards such as Green Ribbon Schools, LEED, and SB2030,

WHEREAS, Sustainability means using resources wisely, saving money, and reducing our impact on the environment, all of which will ensure the future health, safety, and prosperity of our children.

WHEREAS, The Roseville Area Schools Board of Education commits to the formation of at least one leadership team that will function as the “Green Team” following guidance of Minnesota GreenStep Schools and will hold meetings at least three times per year, and complete an annual program review.

WHEREAS, Green Team members help schools adopt policies and practices addressing areas such as sustainability education and professional training, green purchasing, waste reduction, indoor air quality, clean energy and energy-saving initiatives, and community partnerships.

WHEREAS, The Roseville Area Schools Board of Education will encourage Green Teams at all district schools by providing networking and educational opportunities.

Therefore, it is resolved that the Roseville Area Schools Board of Education agrees to participate in Minnesota GreenStep Schools, and it is the board's intention to pursue Minnesota GreenStep Schools advancement and recognition for schools in the district.

We hereby appoint Todd Lieser, Supervisor of Buildings and Grounds, to be the Minnesota GreenStep Schools Representative, which is the district's liaison to Minnesota GreenStep Schools.

We agree to complete district actions and to support the district's schools in completing their actions.

Signature of Board Chair _____

Date _____

Signature of District Superintendent _____

Date _____

Signature of Business Administrator _____

Date _____



Minnesota
GreenStep Schools

Minnesota GreenStep Schools
Sustainable Best Practices Framework

SUMMARY OVERVIEW

Shari Thompson and RAHS Students for Climate
Change

June 13, 2023

Green Schools

- Improve Environmental Impact & Cost
- Improve Health
- Provide Environmental Education

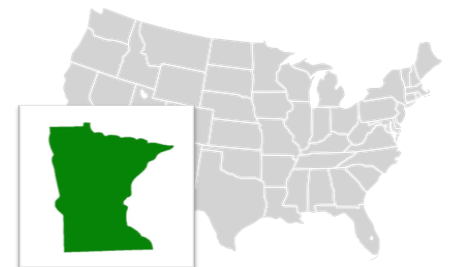


Overview & Features

- Statewide green best practices framework for K-12 schools
- Free and Voluntary
- Challenge, assist, and recognize school greening
- Beginner-friendly step-by-step "on-ramp" to school greening
- Consistent metrics to simplify process & allow statewide tracking
- **Based on:**
 - **Delivery model of MN GreenStep Cities**
 - **Performance areas of Green Ribbon Schools**
 - **Research on emerging best practices and regional stakeholder needs**
- Connects existing programs and expertise with schools rather than reinvent or compete
- Higher performance schools in program to be comparable to Green Ribbon or LEED



U.S. DEPARTMENT OF EDUCATION





Timeline Overview

Initial Development 2013-2020 (7 years)

- *2013 Concept for MN GreenStep Schools*
PCA, UMN, Partners LCCMR proposal not funded
- **2014-2018 Phase 1 Development**
PCA Environmental Assistance Grant to UMN (40k)
>Established Framework, Partners
- **2018-20 Phase 2 Development and Launch**
PCA funding to UMN (~18k/yr)
> Establish Partial Version, Launch Pilot

Program Pilot Launch: January 16, 2020

- **As of May 2020, There are 72 interested schools, districts, or resource organizations**

Team

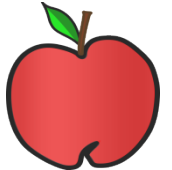
- **Development Funding: Minnesota Pollution Control Agency**
 - Philipp Muessig, Grant Manager, Minnesota Pollution Control Agency (Through May 2020)
 - Kristin Mroz and Karen Van Norman, Minnesota Pollution Control Agency (Current)
- **Grant Development Team: University of Minnesota**
 - Minnesota Design Center: Jonee Kulman Brigham, Senior Research Fellow (Project Lead, Research, & Design)
 - Institute on the Environment: Beth Mercer-Taylor, Sustainability Education Coordinator (Strategic Cross-Sector Liaison)
- **Steering Committee**
 - The purpose of the Minnesota GreenStep Schools Steering Committee is to help shape the direction of the program at a high level – its governance, outreach strategy, financial model, and more. There are opportunities to engage in more detailed feedback as well, depending on interest. Members represent Minnesota state agencies (Pollution Control, Health, Education and Commerce), school leadership organizations (MASA, MSBA), environmental education entities (YES!) and the University of Minnesota's College of Education, Design Center and the Institute on the Environment (IonE).
- **Advisory Network**
 - A broad advisory network advises on technical and other topics
- **Participants**
 - Districts, Schools, and Resource Organizations share their knowledge and experience in the program

See the [Team list on the website](#) for more history and detail

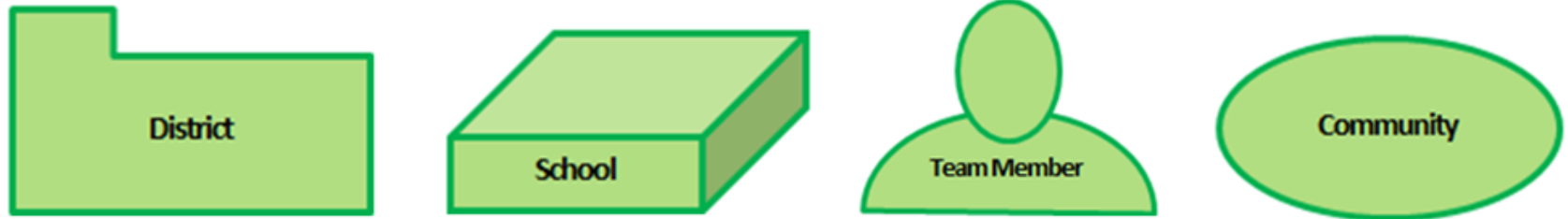
Vision

**All schools in Minnesota are on the path
...to be completely green.**

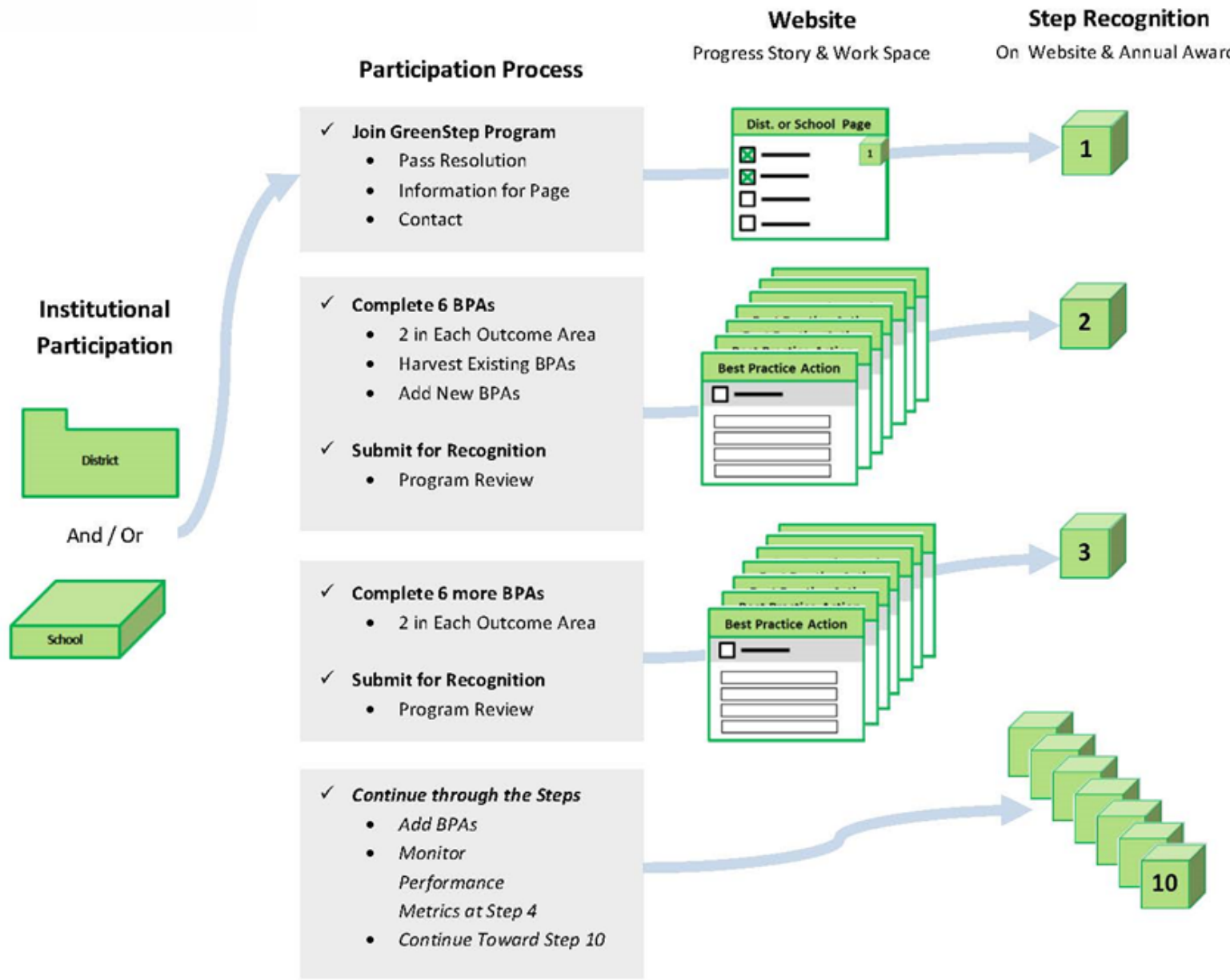
- ✓ Achieving neutral or restorative environmental impacts
- ✓ Protecting & enhancing health of students, staff, and communities
- ✓ Teaching environmental literacy & skills for future careers & citizenship via curriculum, buildings, grounds
- ✓ Operating as financially viable or profitable
- ✓ Enhancing community connections and sense of belonging for well-being and education



Participation



- Districts and/or Schools Primary Participants
- Supporting Individual Team Members recognized in program
- Recognize Supporting Community and facilitate district/school connections to their offerings of training, materials, products, time, or funding



Minnesota GreenStep Schools Outcome Areas



0. Organizational Leadership



1. Reduced Environmental Impact and Costs



2. Improved Health and Wellness



3. Effective Environmental and Sustainability Education



0. Organizational Leadership

0.1 Green Team: Participating districts and schools form a green team made up of diverse roles and stakeholders.

0.2 GreenStep School Resolution: The district passes a resolution to participate in GreenStep, signed by participating schools.

0.3 Widespread Communication: District/School communicate activities and accomplishments to families, students, staff, and stakeholders.

0.4 Equity And Diversity: District/School Proactively plans for equitable and diverse participation in the program and projects

0.5 Green School Strategic Plan: District/School creates a strategic plan and reviews it annually.

0.6 Community Leadership: District/School contribute their experience to professional and community organizations to foster green school capacity beyond their borders.

0.7 Advanced Recognition: District/School seek advanced recognition through programs like Green Ribbon, LEED, or others.



1. Reduced Environmental Impact and Costs

1.1 Energy Efficiency: District/School has very little wasted energy.

1.2 Renewable Energy: District/School uses renewable energy such as solar panels.

1.3 Waste Reduction: District/School has very little solid waste and recycles a variety of materials.

1.4 Material Safety: District/School has very little hazardous waste and safely manages it.

1.5 Water Efficiency: District/School has very little wasted water indoors and in the school yard.

1.6 Onsite Stormwater Management: Schoolyards include areas that are natural and help rain soak deep into the ground.

1.7 Community Spaces: Schools and schoolyards include areas that the community can use.

1.8 Green Product Purchasing: District/School purchases green products such as recycled office paper, low or non-toxic cleaning supplies, furniture built to green standards, or efficient computers.

1.9 Commuting Efficiency: Many students and staff walk, bike, carpool or bus to school.

1.10 Transportation Efficiency: District/School has efficient transportation use and reduces its environmental impacts.

1.11 Climate Adaptation and Community Resilience: District/School has planned and prepared for extreme weather, adaptation to changing climatic conditions, and has fostered strong community connections.



2. Improved Health and Wellness

2.1 Drinking Water Safety: District/School monitors drinking water quality and prevents water contaminants.

2.2 Indoor Air Quality: District/School has programs to protect air quality such as using a strong ventilation standard, a comprehensive Indoor Air Quality Management Program, an asthma management program, and a no-smoking policy.

2.3 Indoor Environmental Comfort: School provides comfortable learning spaces in terms of natural and artificial lighting, temperature, humidity, acoustics (sound quality), window views to nature, furniture and equipment.

2.4 Chemical Safety: School minimizes and manages chemical exposure and handling to protect students and staff from wood preservatives, mercury in devices, pesticides, and other potential hazards.

2.5 Physical Activity: Students have ample physical education or outdoor time during each school day.

2.6 Nourishment Access: District/School provides breakfast and free or reduced lunches as needed to make sure all students are nourished.

2.7 Nutrition: District/School provides nutritious and healthy meals and snacks.

2.8 Sustainable Food: District/School purchases food with green features such as organic, fair trade, or locally grown.

2.9. Health Resources and Planning: District/School has health resources (e.g. a nurse or health aid) and has an overall health plan that includes mental health, positive school climate, inclusivity, equity, and safety.



3. Effective Environmental and Sustainability Education

3.1 Integrated Environmental Education: Environmental education is integrated throughout the curriculum.

3.2 Outdoor Learning: Outdoor learning experiences are provided .

3.3 Teacher Training: Environmental education training is offered to teachers.

3.4. Environmental Career Preparation: The curriculum connects to environmental career readiness.

3.5 Community Projects: Students conduct environmental community engagement projects .

3.6 Community Engagement: The district/school partners with community organizations to advance green school achievement.

Impact Potential

*MN GreenStep Schools Program will **support state goals** and **leverage state outreach** in areas such as energy, climate, water, materials/waste, health, & education*

Examples: Program will challenge, assist and recognize efforts in:

- MN Pollution Control Agency environmental impact improvements eg. waste, energy, water
- MN Dept. of Health best practices for indoor air quality in schools
- MN Dept. of Education STEM education goals, and Green Ribbon Schools program





Minnesota
GreenStep Schools

Minnesota GreenStep Schools
Sustainable Best Practices Framework

www.mngreenstepschools.org

Contact

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Shari Thompson

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Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Agenda Item: 7b

Agenda Topic: Policy 520: Student Discipline (revised) Second Reading
Meeting Date: June 13, 2023
Contact Person: Melissa Sonnek

Background:

Melissa Sonnek, assistant superintendent, will review proposed revisions to Policy 520: Student Discipline. Requested changes from the first reading on May 23, 2023, have been incorporated into this draft. This will be the second reading of the policy.

Recommendation:

It is recommended that the board approve Policy 520: Student Discipline as presented.

XX Action Required _____ Informational – No Board Action Requested

ROSEVILLE AREA SCHOOLS
Independent School District No. 623

Policy 520 – Student Discipline

1.0 General Statement of Policy

The purpose of this policy is to help all members of the school community work collaboratively to create a safe, supportive and equitable school climate through the use of positive discipline practices. Positive discipline practices utilize interventions that emphasize learning over punishment. Interventions help develop understanding, address the causes of behavior, resolve conflicts, repair the harm done, restore relationships and reintegrate students into the school community.

The school board recognizes that a positive and equitable learning environment is essential for students to thrive academically and developmentally. The school board also recognizes that individual responsibility and mutual respect are essential components of the educational process. All students are entitled to learn and develop in a setting that promotes engagement, trust, equity, and respect of self, others, and property. Proper positive discipline can only result from an equitable, supportive environment that stresses student self-direction, decision-making and responsibility.

It is the position of the school district that a fair and equitable district-wide student discipline policy is a necessity, required by both federal and state law, that will contribute to the quality of all students' educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. 121A.40-121A.56 and the Every Student Succeeds Act (ESSA), Pub.L.114-95.

In view of the foregoing and in accordance with Minn. Stat. 121A.55, the school board has developed this policy which governs student conduct, applies to all students of the school district, and promotes an equitable positive school climate. The policy has been developed with the participation of the school board, school district administrators, teachers, employees, students, parents/guardians, community members, and such other individuals and organizations as appropriate.

2.0 Scope and Application of Policy

This policy shall apply to all District 623 students during the regular school day, while using any form of school transportation, and while attending any school sponsored events or activities, regardless of whether they occur during the school day, before the school day, or after the school day, and regardless of whether they occur on or off school grounds.

Policy 520 – Student Discipline

This policy applies to any student whose conduct interferes with or obstructs the educational mission or operations of the school district or the safety or welfare of others.

3.0 Rules of Conduct

The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be all-inclusive. The district recognizes that whenever subjective interpretation is required to determine student conduct, the possibility of bias exists. The district further recognizes that, as a result, not all students are always disciplined in the same manner. Given this, all staff will apply this policy and impose any discipline in an equitable and consistent manner.

Any student who engages in any of the following activities shall be disciplined, and in accordance to the policy.

3.1 Attendance Issues: including, but not limited to unexcused absence, tardiness, truancy, skipping classes, and leaving school grounds without permission.

3.1.1 The authority to decide whether an absence is excused rests with the building principal or his/her designee, acting according to Policy 504 “School Attendance” and Regulation 504-R.

3.1.2 If a student has an attendance issue, disciplinary action may be taken according to Policy 520, Section 4.0.

3.2 Damage to School or Personal Property

3.2.1 Vandalism: Willful damage to or destruction of school property or property of others.

3.2.2 Arson: Intentionally, by means of fire or explosives, setting fire to or burning or causing to be burned any school building, school property, or the property of any individual.

3.2.3 Breaking and Entering: Using force to gain entry into a School District building, regardless of whether a crime is actually committed.

3.2.4 Trespassing: Entering or being found in a School District building or on School District property unless the person: is an enrolled student in, a parent or guardian of an enrolled student in, or an employee of the school or school district; has permission or an invitation from a school official to be in the building; is attending a school event,

class, or meeting to which the person, the public, or a student's family is invited; or has reported the person's presence in the school building in the manner required for visitors to the school.

It is trespassing for a person to enter or be found on school property within one year after being told by the school principal or the principal's designee to leave the property and not to return, unless the principal or the principal's designee has given the person permission to return to the property.

- 3.2.5 Theft: The act of taking, using, transferring, concealing, or retaining possession of stolen property of another without his/her consent or the finding of lost property and not making reasonable effort to find the owner, including illegal copying of software or data.
- 3.2.6 Robbery: The act of taking another's personal property from the person without permission, or in the presence of another using or threatening to use imminent force against any person to overcome the person's resistance or powers of resistance to, or to compel acquiescence in, the taking or carrying away of the property.
- 3.2.7 Extortion: Obtaining property from another, with consent, induced by a wrongful use of actual or threatened force, violence, or fear.
- 3.2.8 Possession of stolen property: Receiving, possessing, transferring, buying or concealing any stolen property or property obtained by robbery, knowing or having reason to know the property was stolen or obtained by robbery.
- 3.3 Physical Assault, Violence or Fighting: Any action which is intended or which should reasonably be expected to inflict bodily harm upon, or causes injury to or otherwise endangers the health, safety or welfare of students, school district personnel or other persons.
- 3.4 Oral/Written Assault: Abusive, threatening, profane, or obscene language by a student toward a staff member or another student. This act may include conduct that degrades people because of perceived or actual race, religion, gender, gender identity, national origin, abilities, sexual orientation, socioeconomic status, home or first language, age or other personal or physical characteristics.
- 3.5 Sexual Harassment/Sexual Violence
 - 3.5.1 Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature.

Policy 520 – Student Discipline

3.5.2 Sexual Violence: Physical act of aggression or force or threat thereof that involves the touching of another's intimate parts, either above or underneath the other person's clothes, or forcing another to touch one's intimate parts, either above or underneath one's clothes. Intimate parts, as defined in Minnesota Statutes Section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast of a human being. Sexual violence is a criminal activity. Sexual violence may include, but is not limited to: touching, patting, grabbing, or pinching another person's intimate parts, either same sex or opposite sex; coercing or forcing sexual touching on another; coercing or forcing sexual intercourse on another; threatening to force sexual touching or intercourse on another.

3.6 Threats and Disruptions:

3.6.1 Dangerous Threats: Threats to school operations or school activities, including but not limited to the reporting of dangerous or hazardous situations that do not exist.

3.6.2 School Disruptions: Disturbance or interruption of the peace, functioning or order of the school or school-sponsored activities.

3.6.3 Possessing/viewing/distributing obscene or pornographic material: Possessing, viewing, and/or distributing any book, magazine, pamphlet, paper, writing, card, advertisement, circular, print, picture, photograph, motion picture film, videotape, script, image, instrument, statue, drawing, or other article which, taken as a whole, appeals to the prurient interest in sex and depicts or describes in a patently offensive manner sexual conduct and which, taken as a whole, does not have serious literary, artistic, political, scientific or educational value.

3.6.4 Gambling: A risking of money or other property between two or more persons on a contest of chance of any kind, where one must be the loser and the other the gainer.

3.6.5 Hazing (See Policy 544): Committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization.

3.6.6 Possession and/or distributing slanderous libelous materials: Possessing and/or distributing any writing, document, or other form of communication containing knowingly false statements about an individual(s).

Policy 520 – Student Discipline

- 3.6.7 Falsifying or tampering with records or documents: Deliberately altering or changing School District records or documents without proper authorization or creating documents having the appearance of official School District records or documents without proper authorization.
- 3.6.8 Academic dishonesty: Any action taken with the intention of obtaining credit for work which is not one's own which includes, but is not limited to: submitting another student's work as one's own work; obtaining or accepting a copy of tests, test questions, test answers or scoring devices; copying from another student's test or computer file, or allowing another student to copy during a test or computer program; using materials which are not permitted during a test; plagiarizing (presenting as one's own material copied without adequate documentation from a published source); copying or having someone other than the student prepare the student's homework, paper, project, laboratory report, computer program, or take-home test for which credit is given; using computer-generated technology, including internet programs and applications, to generate, create, or produce materials and presenting them as one's own; permitting another student to copy, or writing another student's homework, project, report, paper, computer program, or take-home test accessing restricted computer files without teacher authorization; copying materials, including computer software, in violation of the copyright law.
- 3.6.9 Misuse of School District technology: Using School District technology, including but not limited to: computers, networks, telephones, cameras, e-mail, voice mail, and printers) in a manner that violates the School District's "Acceptable Use Policy (Policy 400)".
- 3.7 Use/Possession/Distribution of Dangerous, Harmful, and Nuisance Substances and Articles:
 - 3.7.1 Alcohol: Use, possession, distribution, or being under the influence of alcoholic beverages (Refer also to Policy 404 "Chemical Use and Abuse: Students and Staff").
 - 3.7.2 Drugs: Use, possession, distribution, or being under the influence of illegal drugs, controlled substances or "look-a-like" substances, except as prescribed by a physician. (Refer also to Policy 404 "Chemical Use and Abuse: Students and Staff"). Sharing prescription medications with others and the misuse of prescription and/or over-the-counter medications. Use, possession and/or distribution of drug paraphernalia.

3.7.3 Tobacco and Tobacco Paraphernalia: Use, possession or distribution is prohibited (Refer also to Policy 404 “Chemical Use and Abuse: Students and Staff” [and Policy 432 “Tobacco Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices”](#)).

3.7.4 Harmful or Nuisance Articles: Use or possession of articles that are nuisances, illegal, or that may cause harm to persons or property.

3.7.5 Gun-Free Schools/Gun-Free Schools Act.

Any student who is determined to have brought a firearm (as that term is used in the Gun Free Schools Act of 1994 and defined in Section 3.7.5.2 and 3.7.5.3 below) to school, to a school-sponsored activity, or onto school property (see Section 2.0), will be expelled for a period of one calendar year. This policy may be modified by the Superintendent on a case-by-case basis.

3.7.5.1 Definitions:

For purposes of this Section on Gun-Free Schools only, the following terms have the designated meaning:

3.7.5.2 “Firearm” includes:

3.7.5.2.1 any firearm (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of any explosive;

3.7.5.2.2 the frame or receiver of any such firearm;

3.7.5.2.3 any firearm muffler or firearm silencer; or

3.7.5.2.4 any destructive device.

3.7.5.3 “Destructive device” means:

3.7.5.3.1 any explosive, incendiary, or poison gas including –

3.7.5.3.1.1 bomb,

- 3.7.5.3.1.2 grenade,
- 3.7.5.3.1.3 rocket having a propellant charge of more than four ounces,
- 3.7.5.3.1.4 missile having an explosive or incendiary charge of more than one-quarter ounce,
- 3.7.5.3.1.5 mine, or
- 3.7.5.3.1.6 device similar to any of the devices described in the preceding clauses;

3.7.5.3.2 any type of weapon by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter; and

3.7.5.3.3 any combination of parts either designed or intended for use in converting any device into any destructive device described above and from which a destructive device may be readily assembled.

3.7.6 Weapons

Possession of weapons, as that term is defined in Section 3.7.6.1 below, in school, on school grounds (see Section 2.0) and at school-sponsored activities, is prohibited.

3.7.6.1 Definitions

“Weapons” means any firearm, whether loaded or unloaded, any device designed as a weapon or through its use capable of threatening or causing bodily harm or death; or any device or instrument which is used to threaten or cause bodily harm or death. Examples include but are not limited to: guns (including airguns, pellet guns, BB guns, look-alike guns such as water pistols or toys that could reasonably be mistaken for real, and non functioning guns that could be used to threaten others), knives or

other blades, clubs, metal knuckles, numchucks, throwing stars, explosives, fireworks, mace and other propellants, stunguns, ammunition. ISD 623 prohibits the possession or distribution of ammunition (such as bullets), fireworks, lighters and matches. The School District also prohibits items that are generally used for other purposes (e.g. scissors, belts, keys, files) from being used to threaten or inflict bodily harm. Such objects used in that manner will be treated as possession and use of a weapon.

3.7.6.2 Procedures. Any student possessing a weapon in violation of Section 3.7.6.1, whether the weapon is on the student's person, among the student's immediate possessions (book bag, purse, instrument case, etc.), in the student's locker, or in the student's vehicle, shall be subject to the following procedures:

3.7.6.2.1 The School District may refer the matter to local law enforcement officials.

3.7.6.2.2 The administration will evaluate the situation and make a recommendation for the student's re-admittance to school, or exclusion or expulsion. Where a student violates this policy through possession of an instrument which constitutes a "weapon" under the Gun-Free Schools Act, (see Section 3.7.5 above), the School District will adhere to that Act's expulsion provisions.

3.8 Failure to provide adequate identification upon request of a staff member.

3.9 Insubordination: Refusal to comply with rules or directions of a staff member.

3.10 The violation of any Federal, State, or local law, which has an effect on the discipline or general welfare of the school.

3.11 Conduct which interferes with or obstructs the educational mission, operations, or functions of the school district or is an actual or potential risk to the safety or welfare of others.

3.12 Violation of school bus or transportation rules.

Policy 520 – Student Discipline

3.13 Violation of parking or school traffic rules and regulations.

3.14 Violation of guidelines relating to school lockers.

3.15 Dress code violations.

4.0 Disciplinary Action

4.1 The general policy of the school district is to utilize a preventative and positive approach to discipline aimed at creating a safe and quality learning environment for students, characterized by: understanding and addressing the underlying function of behavior; resolving conflicts and repairing harm; teaching appropriate replacement behaviors; restoring relationships in the school community; and reintegrating students into the school community. Disciplinary action for acts of unacceptable behavior may include any or all of the following, but are not limited to the following. The building administrator and/or school district administrator will exercise his or her professional judgment in determining appropriate consequence(s) or disciplinary action(s).

4.1.1 Re-teach the behavioral expectations

4.1.2 Provide a reflective activity

4.1.2.1 Student/teacher/administrator conferences

4.1.2.2 Mediation, conflict resolution and/or restorative practices

4.1.2.3 Recurring check-ins

4.1.3 Parent/Guardian conference

4.1.4 Referral to behavioral intervention assistance team and/or in-school support services

4.1.5 Implementation of a behavioral contract

4.1.6 Instruction in social-emotional skills

4.1.7 Removal from class and/or before or after school event

4.1.8 Suspension from extra-curricular activities

4.1.9 In-school monitoring

4.1.10 Consequences according to the bylaws and rules of the Minnesota State High School League

4.1.11 Loss of school privileges

4.1.12 Modified school program/schedule

4.1.13 In-school suspension

4.1.14 Referral to community service or outside agency services

4.1.15 Restitution

4.1.16 Suspension under Pupil Fair Dismissal Act

4.1.17 Expulsion under Pupil Fair Dismissal Act

4.1.18 Exclusion under Pupil Fair Dismissal Act

4.1.19 Reference to diversion program

Policy 520 – Student Discipline

4.1.20 Reference to police or other law enforcement agencies for criminal action

4.1.21 Petition County Court for juvenile delinquency adjudication

4.2 Removal from Class:

4.2.1 The classroom teacher shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, imposing classroom level consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any action taken by a teacher, principal, or other school district employee to prohibit a pupil from attending a class pursuant to procedures established in the school district discipline policy adopted by the School Board.

4.2.2 Grounds for removal from class

(a) Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with the teacher's ability to teach or communicate effectively with students in class or with the ability of other students to learn;

(b) Willful conduct that endangers surrounding persons, including School District employees, the student or other students, or the property of the school;

(c) Willful violation of any rule of conduct specified in the discipline policy adopted by the School Board.

4.2.3 Procedures for removal of student from class

4.2.3.1 Subject to federal and state laws governing the rights of children with disabilities, the teacher may remove a student from the class and require the student to go to a designated classroom for up to one hour or one class period, whichever is greater. The teacher must immediately notify the teacher assigned to the designated classroom. Upon arrival, the student becomes the responsibility of the designated teacher.

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4.2.3.2 Subject to federal and state laws governing the rights of children with disabilities, the teacher may remove a student from the class and require the student to go to the school office or a school behavior support room. The teacher must immediately notify the principal or designee. Upon arrival at the school office or school behavior support room, the student becomes the responsibility of the principal or designee.

A student must be removed from class immediately if the student engages in assault or violent behavior. “Assault” is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

4.2.3.3 The removal in 4.2.3.2 shall include an informal administrative conference with the student conducted by the principal or designee.

4.2.3.4 The length of time of the removal in 4.2.3.2 shall be at the discretion of the principal or designee after consultation with the teacher. For a violation of a rule of conduct the removal shall not exceed five hours or five class periods within a given school day without notice of suspension.

If a student is removed from class more than ten (10) times in a school year, the school district shall notify the parent or guardian of the student’s tenth removal from class and make reasonable attempts to convene a meeting with the student’s parent or guardian. The student may be referred to the building problem-solving team to determine whether it is appropriate to refer the student for assessment as to whether the student is qualified for Special Education services or in need of other services. The current Individualized Education Program (IEP) or Section 504 plan may also be referred for review.

4.2.3.5 To the extent funds are available, the School District will coordinate with the County Board responsible for implementing the “Minnesota Comprehensive Children’s Mental Health Act” for crisis services for students with a serious emotional disturbance or other

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students who have an Individual Education Plan and who may benefit from crisis intervention.

4.2.3.6 The School District shall make appropriate referrals for chemical abuse problems of a student while on school premises, as set forth in Policy 404.

4.2.3.7 Students removed from class will be assigned to a location within the School District under supervision by School District personnel. The student's activities during the period of removal will be at the discretion of School District staff. Student removal shall be documented and reported to the school building principal.

4.2.4 Procedures for Return of Student to Class

A student shall be returned to class upon completion of the terms of removal established at the informal administrative conference.

4.3 "Dismissal" is the denial of the student's current educational program, including suspension, exclusion, and expulsion. Dismissal shall be imposed in accordance with the Minnesota Pupil Fair Dismissal Act of 1974, as amended.

4.3.1 "Expulsion" is a School Board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled.

4.3.2 "Exclusion" is an action of the School Board to prevent the enrollment or re-enrollment of a student in school for a period that shall not exceed beyond the school year.

4.3.3 "Suspension" is an action by the School Administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) days, except for suspensions pending expulsion, which may be a maximum of fifteen days for a student without an IEP. The Superintendent of Schools will be apprised of the reasons for suspensions exceeding five (5) days. Dismissal from school for one school day or less, except as provided in applicable federal and state law governing students with disabilities, does not constitute a suspension.

4.3.4 The suspension procedure in each school shall be in accord with the Minnesota Pupil Fair Dismissal Act, including administrative conference and written notice and service of suspension.

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- 4.3.5 If a student's total days of suspension, expulsion, or exclusion exceeds ten (10) cumulative days in a school year, the School District shall make reasonable attempts to convene a meeting with the student and his/her parents/guardians prior to subsequent dismissal, and offer to assist in arranging a mental health screening for the student, at parent/guardian expense.
- 4.3.6 In the case of a student with a disability who has an Individualized Education Plan, the team will convene a Manifestation Determination meeting to review the relationship between the student's disability and the behavior subject to suspension or other removal; and determine the appropriateness of the student's education plan, if: (a) the parent requests a meeting; or (b) the student's total days of removal from his/her placement during the school year exceeds ten (10) cumulative days.
- 4.4 Parents or guardians shall be notified of the rules of conduct and disciplinary policy. Each school shall have a written procedure describing when and how parents or guardians will be notified. Such notification shall be distributed to parents or guardians by the end of the first month of the school year.
- 4.5 Individual schools shall develop their own procedures for handling disciplinary referrals.
 - 4.5.1 Parents or guardians will be encouraged to assist school personnel in attempts to improve a student's behavior. The School District encourages early detection of discipline problems and shall involve communication between the parent or guardian and school personnel, to the extent possible.
 - 4.5.2 School building procedures must be consistent with the Minnesota Pupil Fair Dismissal Act and School District policies.
- 4.6 When considering expulsion or exclusion, school building administrators will review a student's record to determine whether the student is entitled to procedural safeguards under the IDEA or Section 504 of the Rehabilitation Act. A student with a disability receiving special education services under the Individuals with Disabilities Education Act (IDEA) may not be excluded or expelled for behavior which has been determined to be a manifestation of the disabling condition for which the services are provided. Parents are included in the process of such determination, as required under state and federal law.

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- 4.7 A party to an expulsion or exclusion decision made by the School Board may appeal the decision to the Commissioner of the Department of Education within twenty-one (21) calendar days of School Board action pursuant to Minnesota Statutes § 121A.49. The decision of the School Board shall be implemented during the appeal to the Commissioner.
- 4.8 Students shall be provided alternative educational services to the extent that a dismissal (suspension, expulsion or exclusion) exceeds five (5) school days. The specific alternative educational services are at the discretion of the School District and may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instructions through electronic media, special education services, as indicated by appropriate assessment, home bound instruction, supervised homework, or enrollment in another district or in an alternative learning center.

5.0 Searching Students and Their Property

5.1 Personal Possession Searches

The personal possessions of students whether on their person, in backpacks, in desks, lockers or cars parked in the school parking lot may be subject to a reasonable search when the School District has a reasonable, individualized suspicion that evidence will be produced showing that the student violated the law or school rules.

- 5.2 School lockers and desks are the property of the School District. At no time does the School District relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school authorities for any reason, at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of the law or school rules. As soon as practicable after the search of a student's personal possessions, school authorities must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

6.0 Policy Considerations

6.1 Review of Policy

- 6.1.1 A district committee that includes administrators, teachers, support staff, and parents or guardians will confer annually to review this policy and the building procedures to determine if the policy is

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working as intended; any recommended changes to the policy shall be submitted to the Superintendent of Schools for consideration by the School Board (Minnesota Statute 121A.65). The School Board will conduct an annual review of the policy.

- 6.2 Copies of this policy and The Pupil Fair Dismissal Act of 1974 as amended shall be posted annually during the first month of the school year at a location of which parents or guardians/students are notified. Hard copies of this policy will be made available in the principal's office upon request.
- 6.3 Nothing in this policy is intended to conflict with The Pupil Fair Dismissal Act of 1974.

7.0 Corporal Punishment

- 7.1 Definition. Corporal punishment means conduct involving:
 - 7.1.1 Hitting or spanking a person with or without an object
 - 7.1.2 Unreasonable physical force that causes bodily harm or substantial emotional harm
- 7.2 Prohibition. An employee or agent of a public school district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.
- 7.3 A school principal, teacher, or other School District employee, school bus driver, or other agent of the School District may use reasonable force when necessary under the circumstances to restrain a student or prevent bodily harm or death.

8.0 Notification of Policy Violations

The school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include all elements required by law or the MDE, such as the student's age, grade, gender, race, and special education status.

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ROSEVILLE AREA SCHOOLS
Independent School District No. 623

Policy 520 – Student Discipline

1.0 General Statement of Policy

The purpose of this policy is to help all members of the school community work collaboratively to create a safe, supportive and equitable school climate through the use of positive discipline practices. Positive discipline practices utilize interventions that emphasize learning over punishment. Interventions help develop understanding, address the causes of behavior, resolve conflicts, repair the harm done, restore relationships and reintegrate students into the school community.

The school board recognizes that a positive and equitable learning environment is essential for students to thrive academically and developmentally. The school board also recognizes that individual responsibility and mutual respect are essential components of the educational process. All students are entitled to learn and develop in a setting that promotes engagement, trust, equity, and respect of self, others, and property. Proper positive discipline can only result from an equitable, supportive environment that stresses student self-direction, decision-making and responsibility.

It is the position of the school district that a fair and equitable district-wide student discipline policy is a necessity, required by both federal and state law, that will contribute to the quality of all students' educational experience. This discipline policy is adopted in accordance with and subject to the Minnesota Pupil Fair Dismissal Act, Minn. Stat. 121A.40-121A.56 and the Every Student Succeeds Act (ESSA), Pub.L.114-95.

In view of the foregoing and in accordance with Minn. Stat. 121A.55, the school board has developed this policy which governs student conduct, applies to all students of the school district, and promotes an equitable positive school climate. The policy has been developed with the participation of the school board, school district administrators, teachers, employees, students, parents/guardians, community members, and such other individuals and organizations as appropriate.

2.0 Scope and Application of Policy

This policy shall apply to all District 623 students during the regular school day, while using any form of school transportation, and while attending any school sponsored events or activities, regardless of whether they occur during the school day, before the school day, or after the school day, and regardless of whether they occur on or off school grounds.

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This policy applies to any student whose conduct interferes with or obstructs the educational mission or operations of the school district or the safety or welfare of others.

3.0 Rules of Conduct

The following are examples of unacceptable behavior subject to disciplinary action by the school district. These examples are not intended to be all-inclusive. The district recognizes that whenever subjective interpretation is required to determine student conduct, the possibility of bias exists. The district further recognizes that, as a result, not all students are always disciplined in the same manner. Given this, all staff will apply this policy and impose any discipline in an equitable and consistent manner.

Any student who engages in any of the following activities shall be disciplined, and in accordance to the policy.

3.1 Attendance Issues: including, but not limited to unexcused absence, tardiness, truancy, skipping classes, and leaving school grounds without permission.

3.1.1 The authority to decide whether an absence is excused rests with the building principal or his/her designee, acting according to Policy 504 “School Attendance” and Regulation 504-R.

3.1.2 If a student has an attendance issue, disciplinary action may be taken according to Policy 520, Section 4.0.

3.2 Damage to School or Personal Property

3.2.1 Vandalism: Willful damage to or destruction of school property or property of others.

3.2.2 Arson: Intentionally, by means of fire or explosives, setting fire to or burning or causing to be burned any school building, school property, or the property of any individual.

3.2.3 Breaking and Entering: Using force to gain entry into a School District building, regardless of whether a crime is actually committed.

3.2.4 Trespassing: Entering or being found in a School District building or on School District property unless the person: is an enrolled student in, a parent or guardian of an enrolled student in, or an employee of the school or school district; has permission or an invitation from a school official to be in the building; is attending a school event,

class, or meeting to which the person, the public, or a student's family is invited; or has reported the person's presence in the school building in the manner required for visitors to the school.

It is trespassing for a person to enter or be found on school property within one year after being told by the school principal or the principal's designee to leave the property and not to return, unless the principal or the principal's designee has given the person permission to return to the property.

- 3.2.5 Theft: The act of taking, using, transferring, concealing, or retaining possession of stolen property of another without his/her consent or the finding of lost property and not making reasonable effort to find the owner, including illegal copying of software or data.
- 3.2.6 Robbery: The act of taking another's personal property from the person without permission, or in the presence of another using or threatening to use imminent force against any person to overcome the person's resistance or powers of resistance to, or to compel acquiescence in, the taking or carrying away of the property.
- 3.2.7 Extortion: Obtaining property from another, with consent, induced by a wrongful use of actual or threatened force, violence, or fear.
- 3.2.8 Possession of stolen property: Receiving, possessing, transferring, buying or concealing any stolen property or property obtained by robbery, knowing or having reason to know the property was stolen or obtained by robbery.
- 3.3 Physical Assault, Violence or Fighting: Any action which is intended or which should reasonably be expected to inflict bodily harm upon, or causes injury to or otherwise endangers the health, safety or welfare of students, school district personnel or other persons.
- 3.4 Oral/Written Assault: Abusive, threatening, profane, or obscene language by a student toward a staff member or another student. This act may include conduct that degrades people because of perceived or actual race, religion, gender, gender identity, national origin, abilities, sexual orientation, socioeconomic status, home or first language, age or other personal or physical characteristics.
- 3.5 Sexual Harassment/Sexual Violence
 - 3.5.1 Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature.

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3.5.2 Sexual Violence: Physical act of aggression or force or threat thereof that involves the touching of another's intimate parts, either above or underneath the other person's clothes, or forcing another to touch one's intimate parts, either above or underneath one's clothes. Intimate parts, as defined in Minnesota Statutes Section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast of a human being. Sexual violence is a criminal activity. Sexual violence may include, but is not limited to: touching, patting, grabbing, or pinching another person's intimate parts, either same sex or opposite sex; coercing or forcing sexual touching on another; coercing or forcing sexual intercourse on another; threatening to force sexual touching or intercourse on another.

3.6 Threats and Disruptions:

3.6.1 Dangerous Threats: Threats to school operations or school activities, including but not limited to the reporting of dangerous or hazardous situations that do not exist.

3.6.2 School Disruptions: Disturbance or interruption of the peace, functioning or order of the school or school-sponsored activities.

3.6.3 Possessing/viewing/distributing obscene or pornographic material: Possessing, viewing, and/or distributing any book, magazine, pamphlet, paper, writing, card, advertisement, circular, print, picture, photograph, motion picture film, videotape, script, image, instrument, statue, drawing, or other article which, taken as a whole, appeals to the prurient interest in sex and depicts or describes in a patently offensive manner sexual conduct and which, taken as a whole, does not have serious literary, artistic, political, scientific or educational value.

3.6.4 Gambling: A risking of money or other property between two or more persons on a contest of chance of any kind, where one must be the loser and the other the gainer.

3.6.5 Hazing (See Policy 544): Committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization.

3.6.6 Possession and/or distributing slanderous libelous materials: Possessing and/or distributing any writing, document, or other form of communication containing knowingly false statements about an individual(s).

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- 3.6.7 Falsifying or tampering with records or documents: Deliberately altering or changing School District records or documents without proper authorization or creating documents having the appearance of official School District records or documents without proper authorization.
- 3.6.8 Academic dishonesty: Any action taken with the intention of obtaining credit for work which is not one's own which includes, but is not limited to: submitting another student's work as one's own work; obtaining or accepting a copy of tests, test questions, test answers or scoring devices; copying from another student's test or computer file, or allowing another student to copy during a test or computer program; using materials which are not permitted during a test; plagiarizing (presenting as one's own material copied without adequate documentation from a published source); copying or having someone other than the student prepare the student's homework, paper, project, laboratory report, computer program, or take-home test for which credit is given; using computer-generated technology, including internet programs and applications, to generate, create, or produce materials and presenting them as one's own; permitting another student to copy, or writing another student's homework, project, report, paper, computer program, or take-home test accessing restricted computer files without teacher authorization; copying materials, including computer software, in violation of the copyright law.
- 3.6.9 Misuse of School District technology: Using School District technology, including but not limited to: computers, networks, telephones, cameras, e-mail, voice mail, and printers) in a manner that violates the School District's "Acceptable Use Policy (Policy 400)".
- 3.7 Use/Possession/Distribution of Dangerous, Harmful, and Nuisance Substances and Articles:
 - 3.7.1 Alcohol: Use, possession, distribution, or being under the influence of alcoholic beverages (Refer also to Policy 404 "Chemical Use and Abuse: Students and Staff").
 - 3.7.2 Drugs: Use, possession, distribution, or being under the influence of illegal drugs, controlled substances or "look-a-like" substances, except as prescribed by a physician. (Refer also to Policy 404 "Chemical Use and Abuse: Students and Staff"). Sharing prescription medications with others and the misuse of prescription and/or over-the-counter medications. Use, possession and/or distribution of drug paraphernalia.

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- 3.7.3 Tobacco and Tobacco Paraphernalia: Use, possession or distribution is prohibited (Refer also to Policy 404 “Chemical Use and Abuse: Students and Staff” and Policy 432 “Tobacco Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices”).
- 3.7.4 Harmful or Nuisance Articles: Use or possession of articles that are nuisances, illegal, or that may cause harm to persons or property.
- 3.7.5 Gun-Free Schools/Gun-Free Schools Act.

Any student who is determined to have brought a firearm (as that term is used in the Gun Free Schools Act of 1994 and defined in Section 3.7.5.2 and 3.7.5.3 below) to school, to a school-sponsored activity, or onto school property (see Section 2.0), will be expelled for a period of one calendar year. This policy may be modified by the Superintendent on a case-by-case basis.

3.7.5.1 Definitions:

For purposes of this Section on Gun-Free Schools only, the following terms have the designated meaning:

3.7.5.2 “Firearm” includes:

- 3.7.5.2.1 any firearm (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of any explosive;
- 3.7.5.2.2 the frame or receiver of any such firearm;
- 3.7.5.2.3 any firearm muffler or firearm silencer; or
- 3.7.5.2.4 any destructive device.

3.7.5.3 “Destructive device” means:

- 3.7.5.3.1 any explosive, incendiary, or poison gas including –
 - 3.7.5.3.1.1 bomb,

- 3.7.5.3.1.2 grenade,
- 3.7.5.3.1.3 rocket having a propellant charge of more than four ounces,
- 3.7.5.3.1.4 missile having an explosive or incendiary charge of more than one-quarter ounce,
- 3.7.5.3.1.5 mine, or
- 3.7.5.3.1.6 device similar to any of the devices described in the preceding clauses;

3.7.5.3.2 any type of weapon by whatever name known which will, or which may be readily converted to, expel a projectile by the action of an explosive or other propellant, and which has any barrel with a bore of more than one-half inch in diameter; and

3.7.5.3.3 any combination of parts either designed or intended for use in converting any device into any destructive device described above and from which a destructive device may be readily assembled.

3.7.6 Weapons

Possession of weapons, as that term is defined in Section 3.7.6.1 below, in school, on school grounds (see Section 2.0) and at school-sponsored activities, is prohibited.

3.7.6.1 Definitions

“Weapons” means any firearm, whether loaded or unloaded, any device designed as a weapon or through its use capable of threatening or causing bodily harm or death; or any device or instrument which is used to threaten or cause bodily harm or death. Examples include but are not limited to: guns (including airguns, pellet guns, BB guns, look-alike guns such as water pistols or toys that could reasonably be mistaken for real, and non functioning guns that could be used to threaten others), knives or

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other blades, clubs, metal knuckles, numchucks, throwing stars, explosives, fireworks, mace and other propellants, stunguns, ammunition. ISD 623 prohibits the possession or distribution of ammunition (such as bullets), fireworks, lighters and matches. The School District also prohibits items that are generally used for other purposes (e.g. scissors, belts, keys, files) from being used to threaten or inflict bodily harm. Such objects used in that manner will be treated as possession and use of a weapon.

3.7.6.2 Procedures. Any student possessing a weapon in violation of Section 3.7.6.1, whether the weapon is on the student's person, among the student's immediate possessions (book bag, purse, instrument case, etc.), in the student's locker, or in the student's vehicle, shall be subject to the following procedures:

3.7.6.2.1 The School District may refer the matter to local law enforcement officials.

3.7.6.2.2 The administration will evaluate the situation and make a recommendation for the student's re-admittance to school, or exclusion or expulsion. Where a student violates this policy through possession of an instrument which constitutes a "weapon" under the Gun-Free Schools Act, (see Section 3.7.5 above), the School District will adhere to that Act's expulsion provisions.

- 3.8 Failure to provide adequate identification upon request of a staff member.
- 3.9 Insubordination: Refusal to comply with rules or directions of a staff member.
- 3.10 The violation of any Federal, State, or local law, which has an effect on the discipline or general welfare of the school.
- 3.11 Conduct which interferes with or obstructs the educational mission, operations, or functions of the school district or is an actual or potential risk to the safety or welfare of others.
- 3.12 Violation of school bus or transportation rules.

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3.13 Violation of parking or school traffic rules and regulations.

3.14 Violation of guidelines relating to school lockers.

3.15 Dress code violations.

4.0 Disciplinary Action

4.1 The general policy of the school district is to utilize a preventative and positive approach to discipline aimed at creating a safe and quality learning environment for students, characterized by: understanding and addressing the underlying function of behavior; resolving conflicts and repairing harm; teaching appropriate replacement behaviors; restoring relationships in the school community; and reintegrating students into the school community. Disciplinary action for acts of unacceptable behavior may include any or all of the following, but are not limited to the following. The building administrator and/or school district administrator will exercise his or her professional judgment in determining appropriate consequence(s) or disciplinary action(s).

4.1.1 Re-teach the behavioral expectations

4.1.2 Provide a reflective activity

4.1.2.1 Student/teacher/administrator conferences

4.1.2.2 Mediation, conflict resolution and/or restorative practices

4.1.2.3 Recurring check-ins

4.1.3 Parent/Guardian conference

4.1.4 Referral to behavioral intervention assistance team and/or in-school support services

4.1.5 Implementation of a behavioral contract

4.1.6 Instruction in social-emotional skills

4.1.7 Removal from class and/or before or after school event

4.1.8 Suspension from extra-curricular activities

4.1.9 In-school monitoring

4.1.10 Consequences according to the bylaws and rules of the Minnesota State High School League

4.1.11 Loss of school privileges

4.1.12 Modified school program/schedule

4.1.13 In-school suspension

4.1.14 Referral to community service or outside agency services

4.1.15 Restitution

4.1.16 Suspension under Pupil Fair Dismissal Act

4.1.17 Expulsion under Pupil Fair Dismissal Act

4.1.18 Exclusion under Pupil Fair Dismissal Act

4.1.19 Reference to diversion program

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4.1.20 Reference to police or other law enforcement agencies for criminal action

4.1.21 Petition County Court for juvenile delinquency adjudication

4.2 Removal from Class:

4.2.1 The classroom teacher shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, imposing classroom level consequences, or contacting the student's parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student's conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. "Removal from class" and "removal" mean any action taken by a teacher, principal, or other school district employee to prohibit a pupil from attending a class pursuant to procedures established in the school district discipline policy adopted by the School Board.

4.2.2 Grounds for removal from class

(a) Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with the teacher's ability to teach or communicate effectively with students in class or with the ability of other students to learn;

(b) Willful conduct that endangers surrounding persons, including School District employees, the student or other students, or the property of the school;

(c) Willful violation of any rule of conduct specified in the discipline policy adopted by the School Board.

4.2.3 Procedures for removal of student from class

4.2.3.1 Subject to federal and state laws governing the rights of children with disabilities, the teacher may remove a student from the class and require the student to go to a designated classroom for up to one hour or one class period, whichever is greater. The teacher must immediately notify the teacher assigned to the designated classroom. Upon arrival, the student becomes the responsibility of the designated teacher.

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4.2.3.2 Subject to federal and state laws governing the rights of children with disabilities, the teacher may remove a student from the class and require the student to go to the school office or a school behavior support room. The teacher must immediately notify the principal or designee. Upon arrival at the school office or school behavior support room, the student becomes the responsibility of the principal or designee.

A student must be removed from class immediately if the student engages in assault or violent behavior. “Assault” is an act done with intent to cause fear in another of immediate bodily harm or death; or the intentional infliction of, or attempt to inflict, bodily harm upon another.

4.2.3.3 The removal in 4.2.3.2 shall include an informal administrative conference with the student conducted by the principal or designee.

4.2.3.4 The length of time of the removal in 4.2.3.2 shall be at the discretion of the principal or designee after consultation with the teacher. For a violation of a rule of conduct the removal shall not exceed five hours or five class periods within a given school day without notice of suspension.

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4.2.3.5 To the extent funds are available, the School District will coordinate with the County Board responsible for implementing the “Minnesota Comprehensive Children’s Mental Health Act” for crisis services for students with a serious emotional disturbance or other

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students who have an Individual Education Plan and who may benefit from crisis intervention.

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A student shall be returned to class upon completion of the terms of removal established at the informal administrative conference.

4.3 "Dismissal" is the denial of the student's current educational program, including suspension, exclusion, and expulsion. Dismissal shall be imposed in accordance with the Minnesota Pupil Fair Dismissal Act of 1974, as amended.

4.3.1 "Expulsion" is a School Board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled.

4.3.2 "Exclusion" is an action of the School Board to prevent the enrollment or re-enrollment of a student in school for a period that shall not exceed beyond the school year.

4.3.3 "Suspension" is an action by the School Administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) days, except for suspensions pending expulsion, which may be a maximum of fifteen days for a student without an IEP. The Superintendent of Schools will be apprised of the reasons for suspensions exceeding five (5) days. Dismissal from school for one school day or less, except as provided in applicable federal and state law governing students with disabilities, does not constitute a suspension.

4.3.4 The suspension procedure in each school shall be in accord with the Minnesota Pupil Fair Dismissal Act, including administrative conference and written notice and service of suspension.

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- 4.3.5 If a student's total days of suspension, expulsion, or exclusion exceeds ten (10) cumulative days in a school year, the School District shall make reasonable attempts to convene a meeting with the student and his/her parents/guardians prior to subsequent dismissal, and offer to assist in arranging a mental health screening for the student, at parent/guardian expense.
- 4.3.6 In the case of a student with a disability who has an Individualized Education Plan, the team will convene a Manifestation Determination meeting to review the relationship between the student's disability and the behavior subject to suspension or other removal; and determine the appropriateness of the student's education plan, if: (a) the parent requests a meeting; or (b) the student's total days of removal from his/her placement during the school year exceeds ten (10) cumulative days.
- 4.4 Parents or guardians shall be notified of the rules of conduct and disciplinary policy. Each school shall have a written procedure describing when and how parents or guardians will be notified. Such notification shall be distributed to parents or guardians by the end of the first month of the school year.
- 4.5 Individual schools shall develop their own procedures for handling disciplinary referrals.
 - 4.5.1 Parents or guardians will be encouraged to assist school personnel in attempts to improve a student's behavior. The School District encourages early detection of discipline problems and shall involve communication between the parent or guardian and school personnel, to the extent possible.
 - 4.5.2 School building procedures must be consistent with the Minnesota Pupil Fair Dismissal Act and School District policies.
- 4.6 When considering expulsion or exclusion, school building administrators will review a student's record to determine whether the student is entitled to procedural safeguards under the IDEA or Section 504 of the Rehabilitation Act. A student with a disability receiving special education services under the Individuals with Disabilities Education Act (IDEA) may not be excluded or expelled for behavior which has been determined to be a manifestation of the disabling condition for which the services are provided. Parents are included in the process of such determination, as required under state and federal law.

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- 4.7 A party to an expulsion or exclusion decision made by the School Board may appeal the decision to the Commissioner of the Department of Education within twenty-one (21) calendar days of School Board action pursuant to Minnesota Statutes § 121A.49. The decision of the School Board shall be implemented during the appeal to the Commissioner.
- 4.8 Students shall be provided alternative educational services to the extent that a dismissal (suspension, expulsion or exclusion) exceeds five (5) school days. The specific alternative educational services are at the discretion of the School District and may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instructions through electronic media, special education services, as indicated by appropriate assessment, home bound instruction, supervised homework, or enrollment in another district or in an alternative learning center.

5.0 Searching Students and Their Property

5.1 Personal Possession Searches

The personal possessions of students whether on their person, in backpacks, in desks, lockers or cars parked in the school parking lot may be subject to a reasonable search when the School District has a reasonable, individualized suspicion that evidence will be produced showing that the student violated the law or school rules.

- 5.2 School lockers and desks are the property of the School District. At no time does the School District relinquish its exclusive control of lockers provided for the convenience of students. Inspection of the interior of lockers may be conducted by school authorities for any reason, at any time, without notice, without student consent, and without a search warrant. The personal possessions of students within a school locker may be searched only when school authorities have a reasonable suspicion that the search will uncover evidence of a violation of the law or school rules. As soon as practicable after the search of a student's personal possessions, school authorities must provide notice of the search to students whose lockers were searched unless disclosure would impede an ongoing investigation by police or school officials.

6.0 Policy Considerations

6.1 Review of Policy

- 6.1.1 A district committee that includes administrators, teachers, support staff, and parents or guardians will confer annually to review this policy and the building procedures to determine if the policy is

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working as intended; any recommended changes to the policy shall be submitted to the Superintendent of Schools for consideration by the School Board (Minnesota Statute 121A.65). The School Board will conduct an annual review of the policy.

- 6.2 Copies of this policy and The Pupil Fair Dismissal Act of 1974 as amended shall be posted annually during the first month of the school year at a location of which parents or guardians/students are notified. Hard copies of this policy will be made available in the principal's office upon request.
- 6.3 Nothing in this policy is intended to conflict with The Pupil Fair Dismissal Act of 1974.

7.0 Corporal Punishment

- 7.1 Definition. Corporal punishment means conduct involving:
 - 7.1.1 Hitting or spanking a person with or without an object
 - 7.1.2 Unreasonable physical force that causes bodily harm or substantial emotional harm
- 7.2 Prohibition. An employee or agent of a public school district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.
- 7.3 A school principal, teacher, or other School District employee, school bus driver, or other agent of the School District may use reasonable force when necessary under the circumstances to restrain a student or prevent bodily harm or death.

8.0 Notification of Policy Violations

The school district must report, through the MDE electronic reporting system, each physical assault of a school district employee by a student within thirty (30) days of the assault. This report must include a statement of the alternative educational services or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or expulsion or other sanction, intervention, or resolution. The report must also include all elements required by law or the MDE, such as the student's age, grade, gender, race, and special education status.

Approved: 06/28/84
Revised: 03/13/86

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	11/10/87
	10/25/88
	02/13/90
	06/25/91
	05/26/92
	10/26/95
	06/22/99
	03/24/09
	10/11/16
	06/27/17
Reviewed:	06/12/18
Revised:	06/11/19
Reviewed:	06/08/21
	06/14/22



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Agenda Item: 7c

Agenda Topic: Policy 810: Distribution of Materials on School District Property by Non-district Persons (revised) Second Reading

Meeting Date: June 13, 2023

Contact Person: Carrie Ardito

Background:

Carrie Ardito, director of communications, will review Policy 810: Distribution of Materials on School District Property by Non-district Persons. There were no requested changes from the first reading on May 23, 2023. This will be the second reading of the policy.

Recommendation:

It is recommended that the board approve Policy 810: Distribution of Materials on School District Property by Non-district Persons as presented.

XX Action Required _____ Informational – No Board Action Requested

ROSEVILLE AREA SCHOOLS
Independent School District No. 623

Policy 810 – Distribution of Materials on School District Property by Non-district Persons

1.0 Purpose

The purpose of this policy is to provide procedures for distribution of materials appropriate to the school setting by non-staff and non-students on school property in a reasonable time, place, and manner and that does not disrupt the educational program nor interfere with the educational objectives of the school district.

2.0 General Statement of Policy

The school district intends to provide a method for non-district persons and non-district organizations to distribute materials to staff or students, appropriate to the school setting, within the limitations and provisions of this policy.

3.0 Definitions

3.1 "Distribution" means circulation or dissemination of materials by means of handing out free copies, selling or offering copies for sale, accepting donations for copies, posting or displaying materials, or placing materials in internal staff or student mailboxes.

3.2 "Libelous" is a false and unprivileged printed, written, or otherwise preserved statement about a specific individual that tends to harm the individual's reputation or to lower him or her in the esteem of the community.

3.3 "Materials" includes all materials and objects intended by non-district persons or non-district organizations for distribution. Examples of non-district-sponsored materials include but are not limited to leaflets, brochures, buttons, badges, flyers, petitions, posters, underground newspapers whether written by students, employees or others, and other tangible objects. Materials include those distributed in print and electronically.

3.4 "Material and substantial disruption" of a normal school activity means:

3.4.1. where the normal school activity is an educational program of the school district for which student attendance is compulsory, "material and substantial disruption" is defined as any disruption, which interferes with or impedes the implementation of that program.

3.4.2 where the normal school activity is voluntary in nature (including school athletic events, school plays and concerts, and lunch periods) "material and substantial disruption" is defined as a student rioting, unlawful seizures of property, conduct inappropriate to the event, participation in a school boycott, demonstration, sit-in, stand-in, walk-out, or other related forms of activity.

In order for expression to be considered disruptive, specific facts must exist where the likelihood of disruption can be forecast, including past experience in the school, current events influencing student activities and behavior, and instances of actual or threatened disruption relating to the written material in question.

- 3.5 "Minor" means any person under the age of eighteen (18).
- 3.6 "Non-district persons" means any person who is not currently enrolled as a student in or employed by the School District.
- 3.7 "Non-district organization" means an organization that is not sponsored or supported by the school district.
- 3.8 "Obscene to minors" means:
- 3.8.1 The average person, applying contemporary community standards, would find that the material, taken as a whole, is designed to appeal to the prurient interest of minors of the age to whom the distribution is requested;
- 3.8.2 The material depicts or describes, in a manner that is patently offensive to prevailing standards in the adult community concerning how such conduct should be presented to minors of the age to whom distribution is requested, sexual conduct such as intimate sexual acts (normal or perverted), masturbation, excretory functions, and lewd exhibition of the genitals; and
- 3.8.3 the material, taken as a whole, lacks serious literary, artistic, political, or scientific value for minors.
- 3.9. "School activities" means any activity sponsored by the school, including but not limited to classroom work, library activities, physical education classes, official assemblies and other similar gatherings, school athletic contests, band concerts, school plays, other theatrical productions, school opening/dismissal time, and in-school lunch.

4.0 Guidelines

Non-district persons and non-district organizations may, within the provisions of this policy, be granted permission to distribute, at reasonable times, manner, and places as determined by the school district, materials and objects that are appropriate to the school setting.

Permission for non-district persons and non-district organizations to distribute materials on school district property is a privilege and not a right. In making decisions regarding permission for such distribution, the administration will consider factors including, but not limited to, the following:

1. whether the material is educationally related;
2. the extent to which the distribution is likely to cause disruption of or interference with the school district's educational objectives, discipline, or school activities;
3. whether the materials can be distributed from the office or other isolated location so as to minimize disruption of traffic flow in hallways;
4. the quantity or size of materials to be distributed;
5. whether the distribution would require assignment of school district staff, use of school district equipment, or other resources;
6. whether the distribution would require that non-district persons be present on the school grounds;
7. whether the materials are a solicitation for goods or services not requested by the recipients.

5.0 Prohibitions

Requests for distribution of materials will be reviewed by the administration on a case-by-case basis. However, distribution of the following materials is always prohibited. Material is prohibited that:

1. is obscene to minors;
2. is libelous;
3. is pervasively indecent or vulgar or contains any indecent or vulgar language or representations, with a determination made as to the appropriateness of the material for the age level of students to which it is intended;

4. advertises any product or service not permitted to minors by law;
5. advocates violence or other illegal conduct;
6. constitutes insulting or fighting words, the very expression of which injures or harasses other people (e.g., threats of violence, defamation of character or of a person's race, religious, or ethnic origin);
7. presents a clear and present likelihood that, either because of its content or the manner of distribution, it will cause a material and substantial disruption of the proper and orderly operation and discipline of the school or school activities, will cause the commission of unlawful acts or the violation of lawful school regulations.

6.0 Time, Place and Manner of Distribution

If permission is granted pursuant to this policy for the distribution of any materials, the time, place and manner of distribution will be solely within the discretion of the administration consistent with the provisions of this policy.

7.0 Violation of Policy

Violations of this policy will result in the halting of behavior, issuing directives to cease and desist, leave the school district premises immediately and if necessary, referral to the police.

Adopted: 2/24/2015



Roseville Area Schools

Quality Teaching & Learning for All...Equity in All We Do

Agenda Item: 7d

Agenda Topic: Approval of District Goals
Meeting Date: June 13, 2023
Contact Person: Superintendent Jenny Loeck

Background:

Over the course of the district's strategic planning process, district administration developed new goals for the first year of strategic plan implementation aligned to the following goal areas:

1. Our graduates are prepared to achieve their goals and aspirations.
2. Our learners contribute to an equitable, caring society.
3. We are a culturally responsive, inclusive, anti-racist district.
4. The community is united behind meeting student needs.
5. We are financially secure.

Draft goals were reviewed with the board during its May 9, 2023, work study session. This evening, district administration is requesting board approval of the proposed goals for year one.

Recommendation:

It is recommended that the board approve the year one district goals as presented.

XX Action Required _____ Informational – No Board Action Requested

Goal Area #1

Our graduates are prepared to achieve their goals and aspirations.

Goals for Year 1:

- The average composite ACT score on the district test day will increase from 18.9 in 2022* to 19.0 in 2024.
- All student groups by race/ethnicity will remain within 10 percentage points of proportionate representation for CTE and college credit courses.

Goal Area #1

Our graduates are prepared to achieve their goals and aspirations.

Goals for Year 1 (continued):

- The 4-year graduation rate will increase from 85.2% in 2022 to 90% in 2024.
- MCA reading proficiency for third graders will increase from 48.0% to 53.2%.

Goal Area #2

Our learners
contribute to an
equitable,
caring society.

Goals for Year 1:

- Students' agreement with statements in the area of equity literacy on the cultural competency survey will increase from __% to __%.
- The district will complete program evaluation for social and emotional learning program review.

Goal Area #3

We are a culturally responsive, inclusive, anti-racist district.

Goals for Year 1:

- Increase overall BIPOC staff from 24% to 26%
- Complete stay interviews at all buildings with BIPOC staff by third trimester
- Partner with FOCUS to develop supports for paras and leadership

Goal Area #4

The community
is united behind
meeting
student needs.

Goals for Year 1:

- The district will develop and implement a multilingual communication plan.
- The district will develop a framework for creating welcoming environments for all at each of our buildings.
- The district will develop protocols and expectations around family and community partnerships.

Goal Area #5

We are
financially
secure.

Goal for Year 1:

- Maintain 3% unassigned fund balance per school board policy