



Agenda
Regular School Board
Meeting
Tuesday, May 28, 2024
6:30 PM

1. Call to Order, Roll Call
2. Agenda Adjustments
3. Announcements, Comments, Recognitions
4. Summary of Community Input Received for Action Items
5. Consent Agenda
 - 5.a. Minutes - Board Meeting of May 14, 2024
 - 5.b. Payment of Bills
 - 5.c. Personnel - Resignations, Appointments, Reductions
 - 5.d. Gifts
6. Reports and Non-Action Items
 - 6.a. City of Roseville and Roseville Area Schools Shared Use Proposal
Speaker(s): City Manager Pat Trudgeon and Parks and Recreation Director Matt Johnson
 - 6.b. Policy 520: Student Discipline (revised) First Reading
Speaker(s): Melissa Sonnek and Niceta Thomas
 - 6.c. Graduation and Postsecondary Report
Speaker(s): Jake Von De Linde
7. Action Items
 - 7.a. New Course Proposals for 2025-2026
Speaker(s): Jake Von De Linde
 - 7.b. Non-Renewal of Licensed Probationary Employees
Speaker(s): Kenyatta McCarty
 - 7.c. Meet and Confer Agreements 2023-2025
Speaker(s): Kenyatta McCarty
 - 7.d. Superintendent Contract 2024-2027
Speaker(s): Chair Todd Anderson
8. Study Session Report
Speaker(s): Clerk Rose Chu
9. Board Reports
Speaker(s): Board Members
10. Superintendent's Report
Speaker(s): Superintendent Jenny Loeck
11. Adjournment

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

May 14, 2024

Chair Todd Anderson called the school board meeting to order at 6:30 p.m. Board members present: Todd Anderson, Mike Boguszewski, Rose Chu, Mannix Clark, Kitty Gogins, Curtis Johnson. Board members absent: none. Also present: Jenny Loeck, superintendent of schools, and approximately ten other visitors or staff who attended all or part of the meeting.

Announcements, Comments, Recognitions. Treasurer Clark read a land acknowledgment to begin the meeting.

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

- (60) Consent Agenda. Johnson moved, Gogins seconded acceptance of the consent agenda, including the minutes of the school board meeting on April 23, 2024; payment of bills; resignations, appointments, reductions, adjustments; and gifts. Ayes: Anderson, Boguszewski, Chu, Clark, Gogins, Johnson. Nays: none. Motion carried unanimously.
- (61) Retirements. Chu moved, Gogins seconded the retirements of Mary Bussman and Kelly Klein with appreciation. Ayes: Anderson, Boguszewski, Chu, Clark, Gogins. Nays: Johnson. Motion carried.

Artificial Intelligence in Education. Tina Clasen, technology supervisor, and Jamie Crandall, media specialist and technology integrationist at Roseville Area High School, gave a brief presentation about artificial intelligence and how it may be responsibly utilized in education.

- (62) Roseville Nutrition Services Association Contract 2024-2026. Johnson moved, Gogins seconded approval of the conditions of employment for nutrition services professionals for 2024-2026. Ayes: Anderson, Boguszewski, Chu, Clark, Gogins, Johnson. Nays: none. Motion carried unanimously.
- (63) Roseville Principals Association Contract 2023-2025. Gogins moved, Clark seconded approval of the conditions of employment for principals for 2023-2025. Ayes: Anderson, Boguszewski, Chu, Clark, Gogins, Johnson. Nays: none. Motion carried unanimously.

Board Reports. Rose Chu attended meetings of the Ramsey County League of Local Governments and the district's Community Advisory Committee. She also performed in the Taiko Thrive production at the Ordway Center for the Performing Arts as part of Ensō Daiko. Mike Boguszewski and other board members attended a showcase of action research presentations organized by teachers in Roseville Area Schools' Teacher Leader Program. Mannix Clark provided updates from the most recent Northeast Metro 916 board meeting and participated in a tour of Bellaire Education Center. Kitty Gogins attended meetings of the district's Equity Leadership Advisory Council and board finance

subcommittee. She attended a conference focused on student-centered learning organized by Education Evolving and The Bush Foundation, at which Clerk Chu was a presenter. She also served as a facilitator for student focus groups on safety at Roseville Area High School. Curtis Johnson attended a theater performance at Roseville Area High School and an Association of Metropolitan School Districts meeting. He also shared upcoming opportunities for music performances at RAHS. Todd Anderson visited an eighth-grade Spanish class at Roseville Area Middle School. He also recognized Asian American and Pacific Islander Heritage Month, which is observed during the month of May. Board members celebrated service milestones with staff at the district's annual staff recognition event.

Superintendent's Report. Superintendent Loeck thanked retirees for their service in education. She also spoke about professional development for staff on non-school days.

The Chair declared the meeting adjourned at 7:41 p.m.

Signed _____
Clerk

Approved _____
Chair

May 14, 2024

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

May 14, 2024

Chair Todd Anderson called the meeting to order at 8:25 p.m. in the Fairview Room at Appétu Téča Education Center.

The meeting was closed as permitted by Minnesota Statutes section 13D.03 to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiations proposals, and Minnesota Statutes section 13D.05, subdivision 3(a), to evaluate the performance of an employee who is subject to the school board's authority.

The purpose of the closed session was to consider labor negotiation strategy and proposals for the superintendent's next employment contract and to evaluate the performance of Superintendent Jenny Loeck.

Board members present: Todd Anderson, Mike Boguszewski, Rose Chu, Mannix Clark, Kitty Gogins, Curtis Johnson. District staff present: Shari Thompson.

The Chair adjourned the meeting at 9:41 p.m.

Signed _____
Clerk

Approved _____
Chair

May 14, 2024

Meeting Date: May 28, 2024

PAYMENT OF BILLS:
-April 16 - April 30, 2024

That bills in the amount of: **\$7,499,478.13** by the following funds be approved:

GENERAL	\$6,534,838.39
FOOD SERVICE	\$270,720.74
COMMUNITY SERVICE	\$290,873.32
BUILDING FUND	\$298,013.48
DEBT FUND	\$0.00
READING RECOVERY	\$0.00
AMSD	\$12,645.11
OPEB DEBT	\$0.00
DENTAL INS FUND	\$44,540.22
NO SUBURBAN COLLABORATIVE	\$32,595.00
EXTRA CURRICULAR-STU ACTIVITY	\$15,251.87

RECOMMENDATION:

That above payments are included in check numbers:

WIRE TRANSFERS	202300506	through	202300534
CHECKS	354881	through	355231
CAPITAL ONE AP CHECKS	8373	through	8403
ACH A/P	232411008	through	232411058

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	\$2,318,588.62	\$34,741.02	\$93,429.83			\$44,540.22		\$3,450.52			\$288.90	\$2,495,039.11
CHECKS	\$1,209,765.16	\$164,971.64	\$31,681.70	\$298,013.48				\$673.24		\$32,595.00	\$15,086.92	\$1,752,787.14
CAPITAL ONE A/P	\$23,946.54	\$10,181.96									\$61.88	\$34,190.38
ACH A/P	\$4,808.29	\$363.45	\$84.58								\$391.27	\$5,647.59
TRANSFER TO P/R	\$2,977,834.78	\$60,462.67	\$165,677.21					\$8,521.35				\$3,212,496.01
VOID CHECKS	(\$105.00)	\$0.00	\$0.00								(\$577.10)	(\$682.10)
TOTAL	\$6,534,838.39	\$270,720.74	\$290,873.32	\$298,013.48	\$0.00	\$44,540.22	\$0.00	\$12,645.11	\$0.00	\$32,595.00	\$15,251.87	\$7,499,478.13

BOND CONSTRUCTION FUNDS

Apr 1, 2024 Cash & Investments	Revenue	Disbursements	Balance Remaining as of
Balance	4/1 to 4/30	4/1 to 4/30	4/30/24
\$8,677,003.45	\$0.00	\$8,348.00	\$8,668,655.45

RECOMMENDATION:

The above disbursements include check numbers:

CHECKS Apr 16 - Apr 30, 2024	through	\$0.00	*start with 102708
WIRES	through	\$0.00	
VOID CHECKS		\$0.00	

Human Resources Information

5-C

Meeting Date

05/28/24

Hired-Non-Licensed

Collelo, Gianna

Effective Date 5/15/2024

Roseville Area High School

Paraprofessional

Hired working 8 hours per day.

Olson, Rita

Effective Date 5/20/2024

Anpetu Teca Education Center

ECSE Paraprofessional

Hired working 9.75 hours per week.

Resignation-Licensed

Cuate-Galarza, Jasleen

Effective Date 6/7/2024

Little Canada Elementary

Special Education Teacher

Resigning effective 06/07/24.

Resignation-Non-Licensed

Ali, Hodan

Effective Date 6/6/2024

Parkview Center School

Special Education Paraprofessional

Resigning effective 6/6/24.

Ames, William

Effective Date 6/6/2024

Parkview Center School

General Education Paraprofessional

Resigning effective 06/06/24.

Human Resources Information

5-C

Meeting Date

05/28/24

Retirement

Maynard, Mike

Effective Date 5/31/2024

Roseville Area High School

Custodial Services

Retiring effective 05/31/24. Mr. Maynard worked for the district for 24 years.

Ramirez Yopez, Jaime

Effective Date 7/12/2024

Roseville Area High School

Custodial Services

Retiring effective 07/12/24. Mr. Ramirez has worked for the district for 16 years.

Roth, Patricia

Effective Date 6/7/2024

Roseville Area Middle School

Special Education Clerical Support

Retiring effective 6/7/24. Ms. Roth has worked for the district for 32 years.

GIFTS TO SCHOOLS 2023/24

SCHOOL BUILDING	NAME/ADDRESS OF DONOR	GIFT	USE
Anpétu Téča Education Center	Mary Wisdorf 3031 Highpointe Curve Roseville, MN 55113	\$200.00	Meals on Wheels
Anpétu Téča Education Center	Robert Harms 44 Raven Road North Oaks, MN 55127	\$3,000.00	Meals on Wheels
Anpétu Téča Education Center	Tom and Barb Wiberg 3031 Little Bay Road St. Paul, MN 55113	\$300.00	Meals on Wheels
ED Williams Elementary School	Terra Swisher and Amy Perkins 904 Brenner Ave W Roseville, MN 55113	\$70.00	5th/6th grade trip to Deep Portage Learning Center
Falcon Heights Elementary School	DonorsChoose 134 W 37th St, 11th Floor New York, NY 10018	Classroom furniture	Kindergarten classroom
Roseville Area High School	Safari Club International Minnesota Chapter 13800 Nicollet Blvd W Box 1303 Burnsville, MN 55337	\$2,750.00	Trap team
Roseville Area High School	Peggy Verkuilen 1123 Sextant Ave W Roseville, MN 55113	\$200.00	Boys track team
Roseville Area High School	Elizabeth Schultz-Smith and Timothy Smith 354 Quail Rd Dellwood, MN 55110	\$100.00	Boys golf team
Roseville Area High School	Susan Campion Bloomquist 3021 Little Bay Rd Roseville, MN 55113	\$275.00	Boys golf team
Roseville Area High School	Dawn and Patrick Keenan 785 Keller Pkwy Little Canada, MN 55117	\$350.00	Boys golf team

Roseville Area High School	Trisha Vicario 1453 Idaho Ave W Falcon Heights, MN 55108	\$100.00	Boys golf team
Roseville Area High School	Viking Demolition & Specialty Services 7600 Boone Ave N Ste 50 Brooklyn Park, MN 55428	\$500.00	Boys golf team
Roseville Area High School	Chad Fuenffinger and Carla Zbacnik 827 Sextant Ave W Roseville, MN 55113	\$100.00	Boys golf team
Roseville Area Schools	Beauty Craft - Natalie Scott 11110 Bren Rd W Minnetonka, MN 55343	Hair care products	Students in need

Agenda Topic: City of Roseville/Roseville Area Schools Shared Use Proposal
Meeting Date: May 28, 2024
Contact Person: Pat Trudgeon and Matt Johnson

Background:

Pat Trudgeon, Roseville city manager, and Matt Johnson, Roseville Parks and Recreation director, will share a proposal to explore shared use facilities at Roseville Area School sites.

Recommendation:

Action Required

Informational – No Board Action Requested

Exploration of Potential Shared Park/School Concept



EXISTING SITE PLAN

- 1 - VFW
- 2 - License and Passport Center
- 3 - Oval Skate Park
- 4 - Maintenance Facility
- 5 - Fire Station #1
- 6 - Roseville City Hall



Proposed Pre-Design Site Plan

- 1 - New Maintenance Facility
- 2 - New VFW
- 3 - New License and Passport Center
- 4 - Existing Fire Station #1
- 5 - Existing Oval Skate Park
- 6 - New Veteran's Memorial
- 7 - New Green Space
- 8 - Existing Roseville City Hall
- 9 - Planted Berm
- 10 - Lexington Ave Landscape
- 11 - Relocated Children's Play Area
- 12 - Extended Sidewalk to Howard Johnson Park
- 13 - New Pedestrian Crossing at Griggs



PROJECT OVERVIEW – AERIAL FROM SOUTHEAST



10/10/22

Roseville Civic Campus Pre-Design

BKV
GROUP

ORTEL
ARCHITECTS

KA
KRAUS-ANDERSON

ER EDEN
RESOURCES
BUILDING FUTURE FORWARD

Veterans Park

- 3.6 Acres
- Current Programmed Uses
 - Youth Softball
 - Fall Soccer Program
 - Senior Softball
 - Parks and Recreation Youth Programming
- Non-programmed Uses:
 - Playground
 - Half-Court Basketball
 - Green Space



Park School Concept

- Explore further development of underutilized ISD 623 green space.
- **Preliminary concept:** A partnership by which the City would fund capital improvements, school district would provide land for an extended amount of time.
- Ongoing shared use that benefits both parties and Roseville as a whole.



Two Potential Parcels

Parkview School



Anpétu Téča Education Center



Amenity Selection Would Be Based on Needs Assessment, Budget, Overall Capacity

- Improved field space
- Water feature
- Gardens
- Pickleball
- Amenities currently not in system
 - Grass Volleyball
 - Cricket
 - Sepak Takraw



Possible Next Steps and Process

- Needs Assessment to Determine Possible Amenities
 - Engagement with community and schools
- Basic Framework of an Agreement
- Feasibility Study
- Concept Plan/Budget
- Final Agreement
- Funding and Construction



Ask for Today

The City is seeking to understand the School Board's interest in the shared Park/School Concept prior to moving forward with any additional planning.

Questions

Agenda Topic: Policy 520: Student Discipline (revised) First Reading
Meeting Date: May 28, 2024
Contact Person: Melissa Sonnek and Niceta Thomas

Background:

Melissa Sonnek, assistant superintendent, and Niceta Thomas, director of student services, will review recommended changes to Policy 520: Student Discipline. This will be the first reading of the policy. The policy is reviewed annually and was last reviewed in May/June 2023.

Assistant Superintendent Sonnek and Director Thomas will also share information about the work of the Supporting Student Success and Non-Exclusionary Discipline Committee.

Recommendation:

Action Required

Informational – No Board Action Requested



ROSEVILLE AREA SCHOOLS

*Student Discipline
Policy 520*

May 28, 2024



District Goals and Key Strategies

#1 Our graduates are prepared to achieve their goals and aspirations.

- **Ensure students are college and career ready.**
- **Deliver a challenging, joyful, and safe learning environment**

#2 Our learners contribute to an equitable, caring society.

- **Cultivate student engagement and joy in learning**
- **Support learner resiliency (student social and emotional learning and mental health)**
- **Prepare learners to be racially and socially responsible**

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

- **Build a culture of belonging where all feel welcome, included, and safe**

#4 The community is united behind meeting student needs.

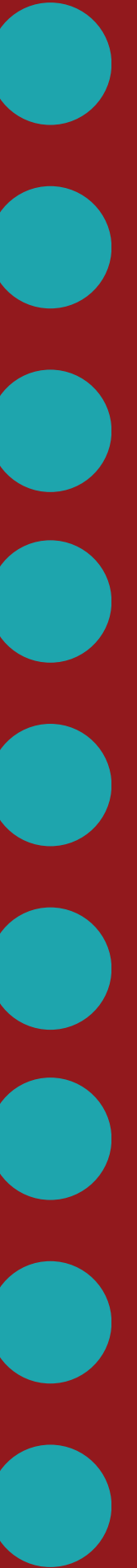
- **Partner with families and the community to support student success**
- **Build a culture of belonging**

#5 We are financially secure.



Purpose of Policy 520

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.





Review of Policy 520

- **District Safety and Security Team**
- **Supporting Student Success and Non-Exclusionary Discipline Committee**
- **Equity Leadership Advisory Committee**





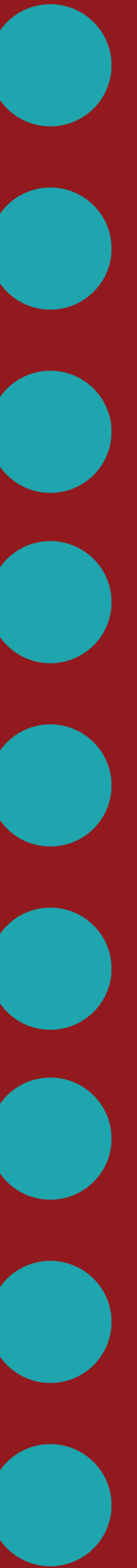
Review of Policy 520

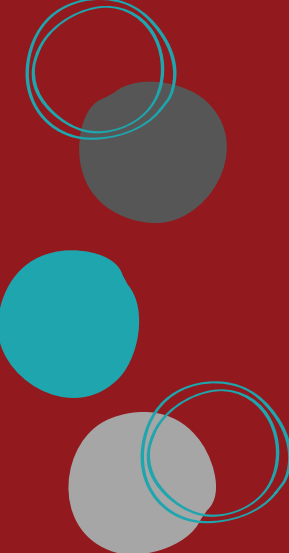
- What parts of the policy are working as intended?
- What parts could be better so the policy works as intended?
- We also reviewed our student handbook



Supporting Student Success and Non-Exclusionary Discipline Team

- Prevent and respond to behaviors that cause harm
- Non-exclusionary discipline centered on restorative practices
- Systems and protocols
- Guidance regarding:
 - Teach
 - Prevent
 - Reinforce
 - Respond





Policy 520: What is working well?

- Proactive behavior strategies
- Subjective vs. bias
- Clarity and alignment
- Policy implementation
- Pupil Fair Dismissal Act
- Policy on weapons is clear
- Expulsion process is clear
- Restorative Practices
- Annual review



Policy 520: What could be better?

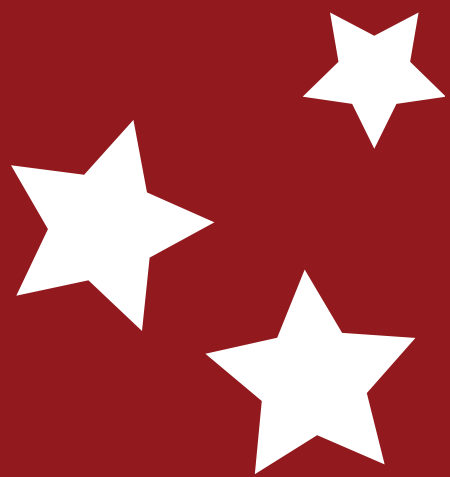
- Technical feedback
- Distribution and communication
- Training
 - Restorative Practices
 - Bias
 - Policy 520
- Social and Emotional Learning
- Tier I instruction and Tier I/II systems
- Accessibility



Policy 520: Legislative Changes

- Prohibits withholding recess
- Non-exclusionary disciplinary policies and practices = alternatives to dismissing a student from school
- Access to student work and assignments during suspensions
- Prohibits K-3 suspensions
- Discipline complaint process

Questions & Discussion



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. **We recognize that all behavior is a form of communication.**

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 adopted 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

Policy 520 – Student Discipline

school day, before the school day, or after the school day, and regardless of whether they occur on or off school grounds.

This policy applies to any student whose ~~conduct~~ **behavior** 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~~ **their** 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 ~~taking~~ **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.

Policy 520 – Student Discipline

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~~ **their** 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

Policy 520 – Student Discipline

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.

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.

Policy 520 – Student Discipline

- 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).
- 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 ~~of~~ 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:

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- 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.),

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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.
 - 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

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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~~ **their** 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

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4.1.18 Exclusion under Pupil Fair Dismissal Act

4.1.19 Reference to diversion program

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 Recess and Other Breaks

4.2.1 “Recess detention” means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student’s choice.

4.2.2 The district encourages student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.

4.2.3 Recess detention will not be used unless:

4.2.3.1 a student causes or is likely to cause serious physical harm to other students or staff;

4.2.3.2 the student’s parent or guardian specifically consents to the use of recess detention; or

4.2.3.3 for students receiving special education services, the student’s individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.

4.2.4 Recess will not be withheld from a student based on incomplete schoolwork.

4.2.5 School staff are required to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.

4.2.6 The school district will compile information on each recess detention at the end of each school year, including the student’s age, grade, gender, race or ethnicity, and special education status.

4.3 Removal from Class:

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4.3.1 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.

4.3.2 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.

4.3.3 Procedures for removal of student from class

4.3.3.1 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.

4.3.3.2 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.

- 4.3.3.3 The removal in 4.3.3.2 shall include an informal administrative conference with the student conducted by the principal or designee.
- 4.3.3.4 The length of time of the removal in 4.3.3.2 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.

- 4.3.3.5 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

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

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

4.3.3.7 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.

4.3.4 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.

4.4 Nonexclusionary Discipline

“Nonexclusionary disciplinary policies and practices” means policies and practices that are alternatives to dismissing a student from school, including but not limited to evidence-based positive behavior interventions and supports, social and emotional services, school-linked mental health services, counseling services, social work services, academic screening for Title 1 services or reading interventions, and alternative educational services.

4.5 “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.

The school district shall not deny due process or equal protection of the law to any student involved in a dismissal proceeding which may result in suspension, exclusion or expulsion.

The school district shall not dismiss any student without attempting to use nonexclusionary disciplinary policies and procedures before dismissal proceedings or pupil withdrawal agreements, except where it appears that the student will create an immediate and substantial danger to self or to surrounding persons or property.

The use of exclusionary practices for early learners as defined in Minnesota Statutes, section 121A.425 is prohibited. The use of exclusionary practices to address attendance and truancy issues is prohibited.

- 4.5.1 “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.
- 4.5.2 “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.
- 4.5.3 “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.
- 4.5.4 School administration must allow a suspended student the opportunity to complete all school work assigned during the period of the student’s suspension and to receive full credit for satisfactorily completing the assignments.
- 4.5.5 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.
- 4.5.6 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~~ **their** parents/guardians prior to subsequent dismissal, and offer to assist in arranging a mental health screening for the student, at parent/guardian expense.
- 4.5.7 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

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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~~ **their** placement during the school year exceeds ten (10) cumulative days.

- 4.6 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.
- 4.7 Individual schools shall develop their own procedures for handling disciplinary referrals.
 - 4.7.1 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.
 - 4.7.2 School building procedures must be consistent with the Minnesota Pupil Fair Dismissal Act and School District policies.
- 4.8 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.
- 4.9 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.
- 4.10 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.

4.11 Disciplinary Dismissals Prohibited

4.11.1 A student enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:

4.11.1.1 a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or

4.11.1.2 kindergarten through Grade 3.

4.11.2 This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.

4.11.3 Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

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

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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 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/guardians 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

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when necessary under the circumstances to restrain a student or prevent bodily harm or death.

8.0 Discipline Complaint Process

Any person who believes they have received a discipline consequence that violates the Minnesota Pupil Fair Dismissal Act, including the implementation of the local behavior and discipline policies, may file a complaint and seek corrective action when it has not been implemented appropriately or has been discriminately applied. The complaint must be filed in writing to the school principal (report taker) using the Discipline Complaint Process. If the complaint involves a report taker, the complaint shall be filed directly with the assistant superintendent.

- 8.1 The report must include a detailed account as to how the discipline violated the requirements of:
 - 8.1.1 the Minnesota Pupil Fair Dismissal Act,
 - 8.1.2 student handbook and annual notifications, and/or
 - 8.1.3 district policy.
- 8.2 The report taker shall begin to investigate complaints within three (3) school days of receipt.
- 8.3 The final report of findings shall include a determination of whether the allegations have been substantiated as factual using a preponderance of the evidence standard and whether there appear to be violations of the Pupil Fair Dismissal Act and/or local behavior and discipline policies. The breadth and detail of the investigation report will depend on the circumstances of each complaint.
- 8.4 Upon completion of an investigation that determines the requirements of the Pupil Fair Dismissal Act and/or local behavior and discipline policies were not implemented appropriately, the final report of findings shall include a corrective action plan, that includes but is not limited to:
 - 8.4.1 correction of the student's record;
 - 8.4.2 training, coaching, or other accountability practices for relevant staff to ensure appropriate compliance with policies in the future.
- 8.5 All records resulting from a formal discipline complaint shall be sent to the assistant superintendent. Discipline complaints are classified as private

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educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

- 8.6 Submission of a discipline complaint will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.
- 8.7 The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations. However, the school district is unable to guarantee confidentiality to any individual.
- 8.8 The school district prohibits reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and will impose appropriate consequences for any person who engages in reprisal or retaliation.

9.0 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: 6/28/84

Revised: 3/13/86

11/10/87

10/25/88

2/13/90

6/25/91

5/26/92

10/26/95

6/22/99

3/24/09

10/11/16

6/27/17

Reviewed: 6/12/18

Revised: 6/11/19

Reviewed: 6/8/21

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6/14/22

Revised: 6/13/23

Agenda Topic: Graduation and Postsecondary Report
Meeting Date: May 28, 2024
Contact Person: Jake Von De Linde

Background:

Jake Von De Linde, director of student achievement, will present and review the 2022-23 graduation and postsecondary report. This report will focus on graduation rates for Roseville Area High School, Fairview Alternative High School, and the district overall. Information on postsecondary enrollment, enrollment in developmental college courses and entrance into the workforce will also be provided.

This agenda item will be presented in a flipped format, meaning all presentation materials should be reviewed prior to the meeting. Please review the [screencast](#) and attached slides. Staff will be present at the meeting for discussion and questions.

Recommendation:

Action Required Informational – No Board Action Requested



ROSEVILLE AREA SCHOOLS

*2022-23 Graduation and Postsecondary
Report*

May 28, 2024



District Goals and Key Strategies

#1 Our graduates are prepared to achieve their goals and aspirations.

- Ensure students are college- and career-ready
- Deliver a challenging, joyful, and safe learning environment
- Deliver innovative, effective practices and systems

#2 Our learners contribute to an equitable, caring society.

- Cultivate student engagement and joy in learning
- Prepare learners to be racially and socially responsive

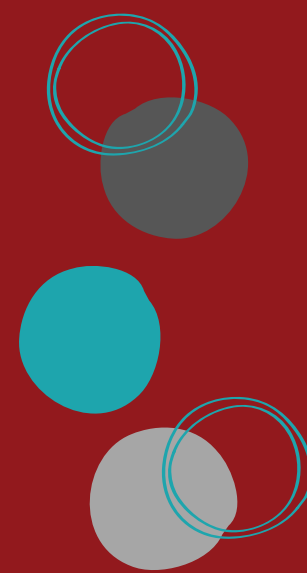
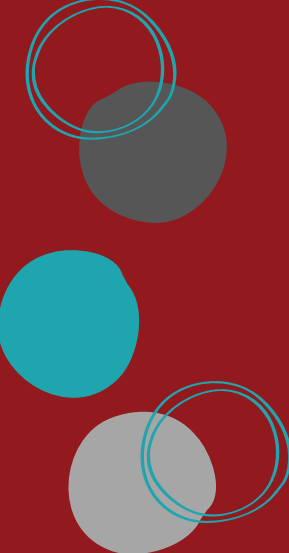
#3 We are a culturally responsive, inclusive, anti-racist district.

- Ensure educator commitment to anti-racist practices
- Hire and retain a diverse workforce
- Build a culture of belonging where all feel welcome, included, and safe

#4 The community is united behind meeting student needs.

- Partner with families and the community to support student success
- 

Graduation 2023





Graduation Data

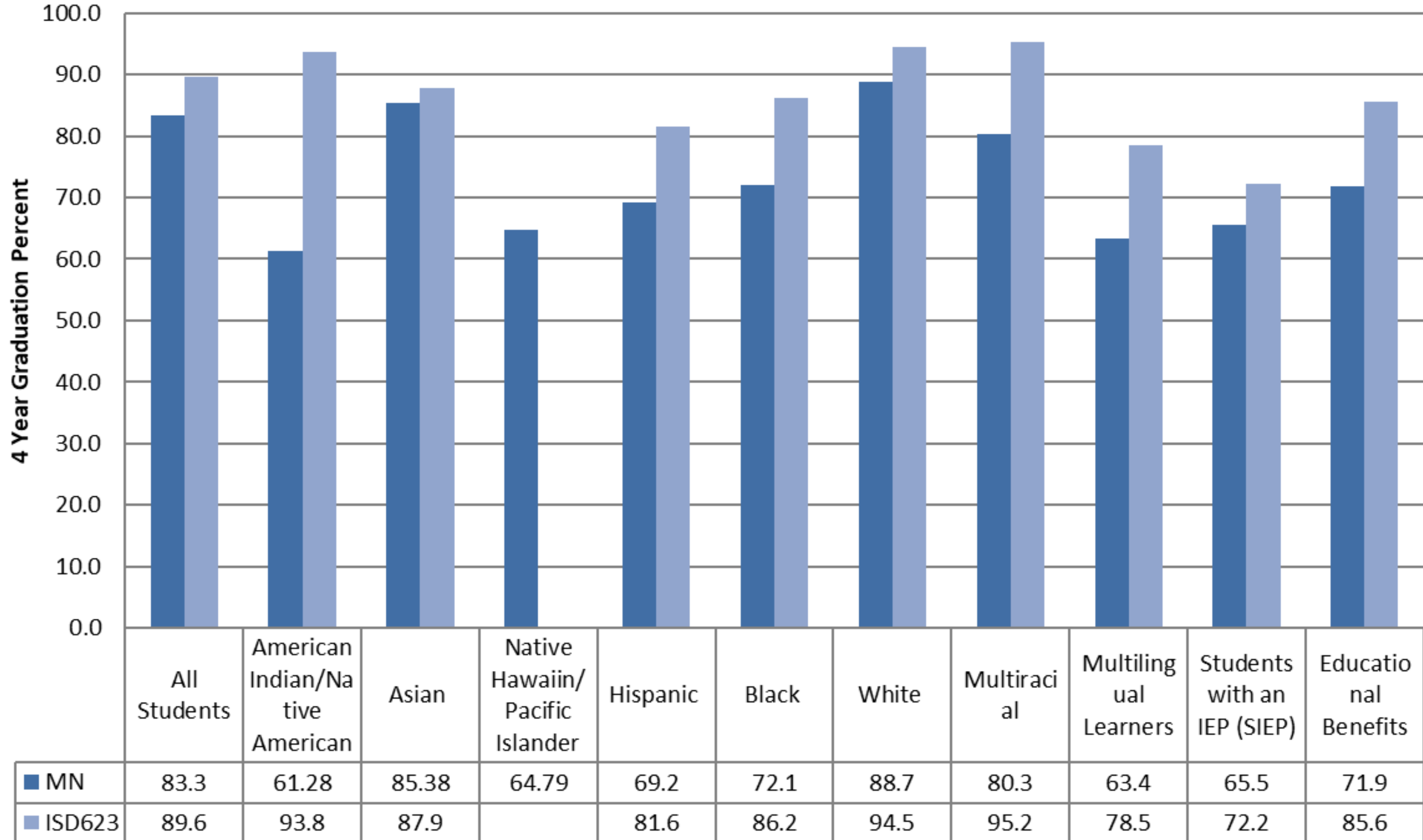
4-year cohort format

9th graders in school year 2018-19

District data: Roseville Area High School, Fairview Alternative High School, and Adult Basic Education

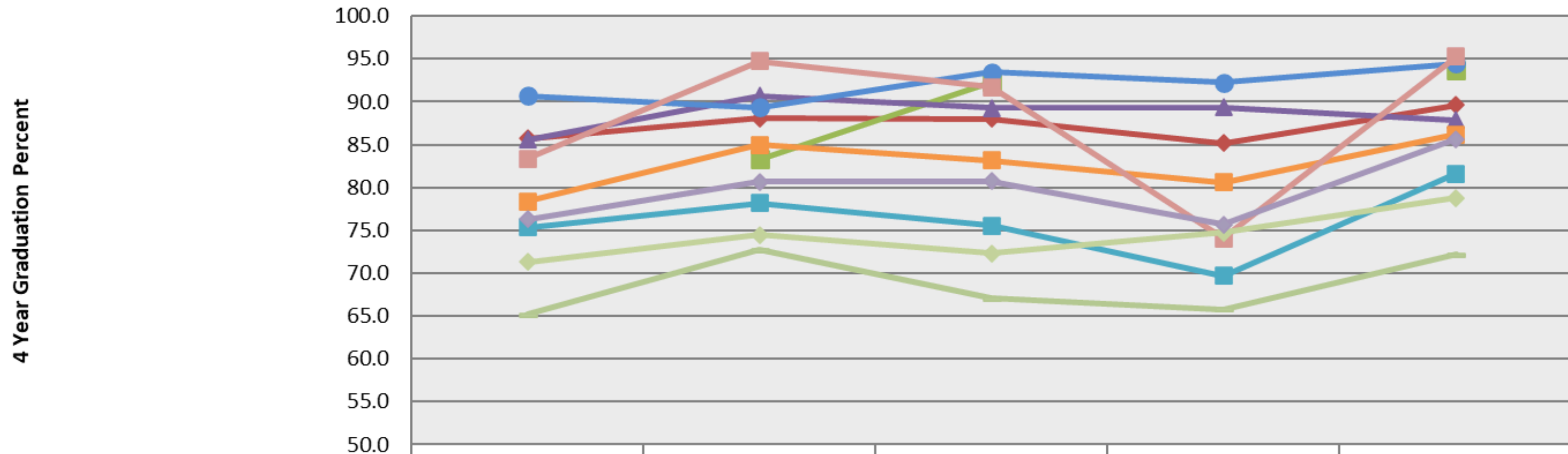
RAS compared to State

2023: 4 Year Graduation Data- MN and ISD 623



4 Year Graduation by Student Group

District Graduation Percentages

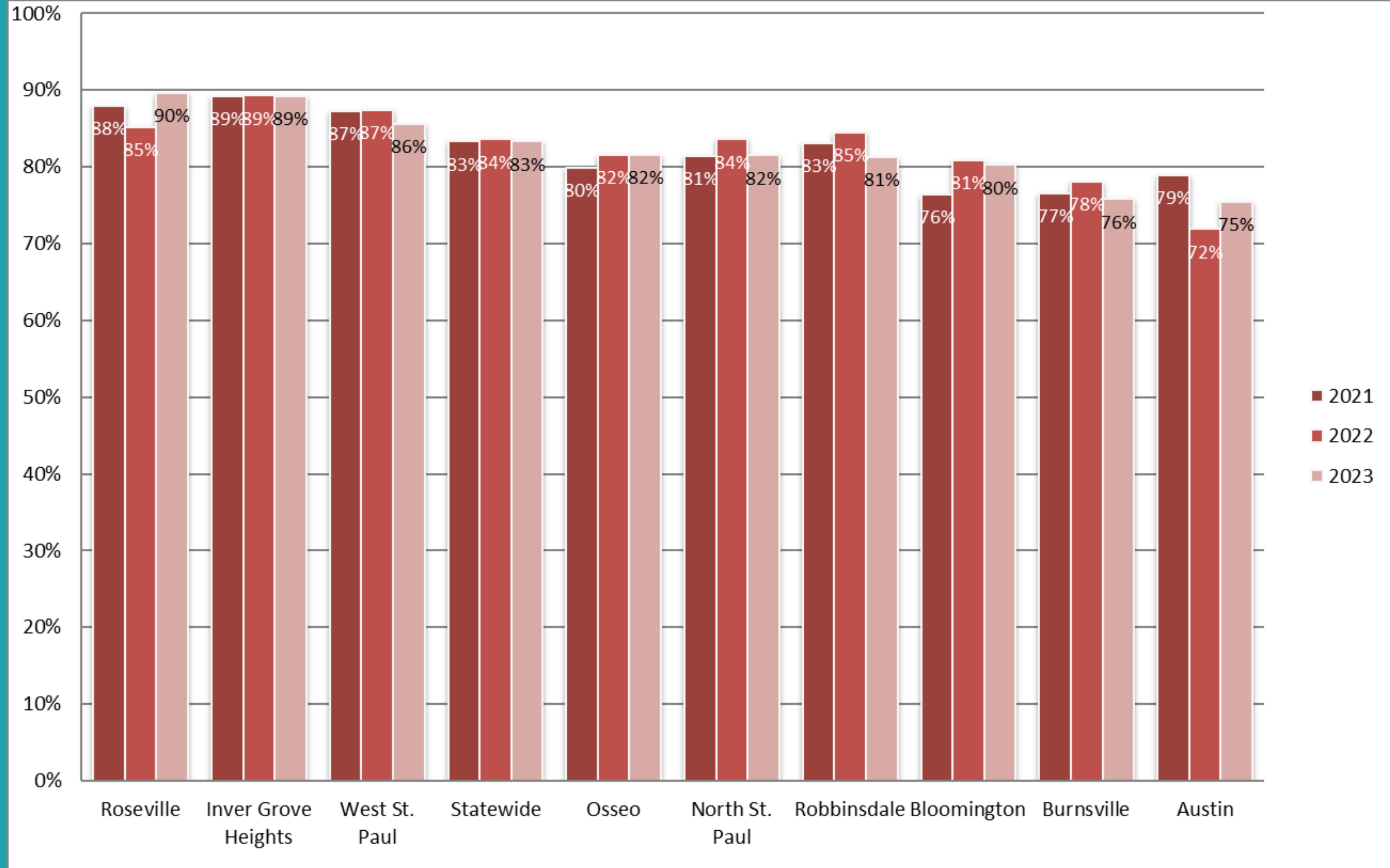


	2019	2020	2021	2022	2023
All Students	85.7	88.1	88.0	85.2	89.6
American Indian/Native American		83.3	92.3		93.8
Asian	85.6	90.7	89.3	89.3	87.9
Hispanic	75.3	78.2	75.5	69.7	81.6
Black	78.4	85.0	83.1	80.6	86.2
White	90.7	89.4	93.4	92.2	94.5
Multiracial	83.3	94.7	91.7	74.1	95.2
Multilingual Learner	71.3	74.5	72.3	74.7	78.8
Students with an IEP (SIEP)	65.2	72.7	67.1	65.8	72.2
Educational Benefits	76.3	80.7	80.7	75.7	85.6

Graduation Data- Number of Students

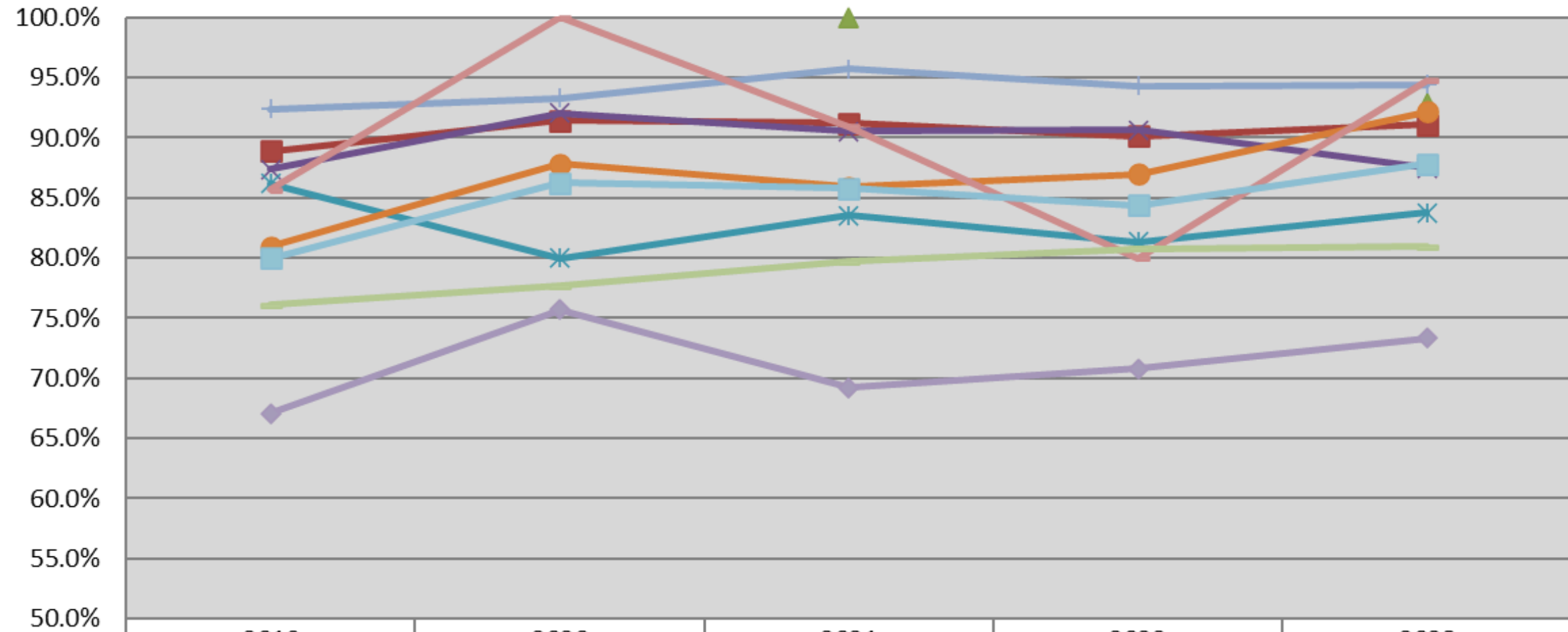
	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
All Students	528	503	513	524	528
American Indian	*	10	12	*	15
Asian	107	117	108	92	94
Black	76	79	69	87	106
Hispanic	55	43	74	69	71
Two or More Races	15	36	33	20	20
White	273	227	227	249	222
Students with an IEP (SIEP)	58	56	59	46	57
Educational Benefits	241	250	239	200	268
Multilingual Learner	77	70	68	63	51

Comparable Districts



RAHS 4 Year Graduation

RAHS 4 Year Graduation Percentages



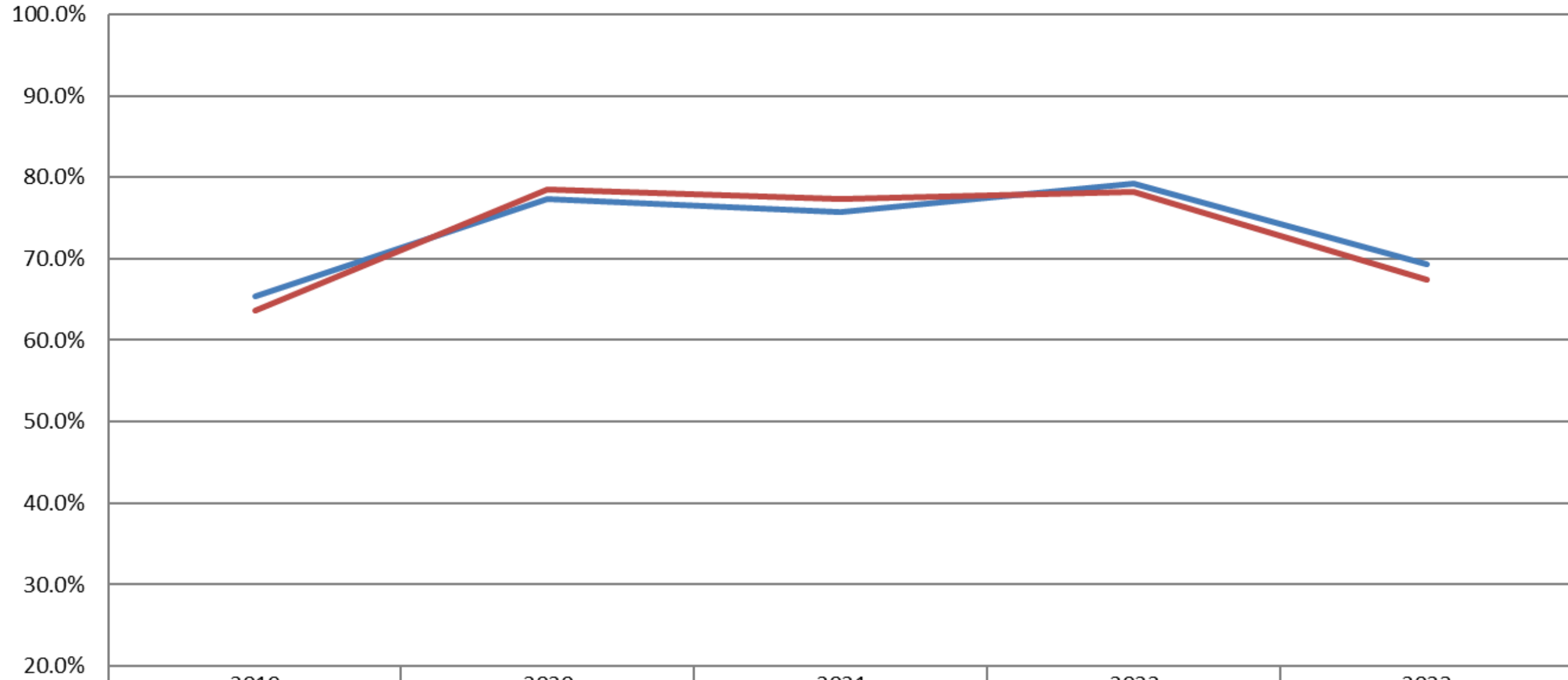
	2019	2020	2021	2022	2023
■ All Students	88.9%	91.4%	91.2%	90.1%	91.1%
▲ American Indian/Native American			100.0%		92.9%
✕ Asian	87.4%	92.1%	90.5%	90.6%	87.5%
* Hispanic	86.2%	80.0%	83.5%	81.3%	83.8%
● Black/African American	81.0%	87.8%	85.9%	87.0%	92.2%
+ White	92.4%	93.3%	95.7%	94.3%	94.4%
◆ Multiracial	85.7%	100.0%	90.9%	80.0%	94.7%
▲ Multilingual Learners	76.1%	77.7%	79.7%	80.8%	81.0%
◆ Students with an IEP (SIEP)	67.1%	75.7%	69.2%	70.8%	73.3%
■ Educational Benefits	80.0%	86.3%	85.8%	84.4%	87.8%

RAHS 4 Year Graduation- Numbers

	<u>2019</u>	<u>2020</u>	<u>2021</u>	<u>2022</u>	<u>2023</u>
All Students	503	480	489	502	502
American Indian/Native American Students	*	*	11	*	13
Asian Students	104	116	105	87	91
Black/African American Students	50	72	61	80	94
Hispanic	50	36	66	61	67
White, not of Hispanic origin	267	223	225	248	219
Two or More Races Students	12	32	30	20	18
Students with an IEP (SIEP)	57	53	54	46	55
Educational Benefits	216	232	217	200	245
Multilingual Learners	70	66	59	63	51

FAHS 7 Year Graduation Data

FAHS Graduation Data- 7 Year Rate



	2019	2020	2021	2022	2023
All Students	65.4%	77.3%	75.7%	79.2%	69.4%
Educational Benefits	63.6%	78.6%	77.4%	78.3%	67.4%

FAHS Graduation Data

4 Year Graduation Category: All Students

	2015	2016	2017	2018	2019	2020	2021	2022	2023
FAHS	23.2%	25.0%	44.7%	37.0%	50.0%	52.3%	53.3%	38.6%	72.2%

5 Year Graduation Category: All Students

	2015	2016	2017	2018	2019	2020	2021	2022	2023
FAHS	24.9%	44.0%	51.9%	71.7%	63.2%	73.5%	63.8%	72.1%	64.3%

6 Year Graduation Category: All Students

	2015	2016	2017	2018	2019	2020	2021	2022	2023
FAHS	63.0%	51.5%	52.1%	63.5%	77.3%	70.3%	77.6%	68.0%	74.4%

7 Year Graduation Category: All Students

	2015	2016	2017	2018	2019	2020	2021	2022	2023
FAHS	55.4%	68.0%	60.6%	53.2%	65.4%	77.3%	75.7%	79.2%	69.4%

Graduation Data Summary

Roseville Area Schools

- **Graduation percentage 6% above statewide**
- **4.5 point increase**
- **All student groups performed above the statewide group**
- **District ranks 1st among comparables**
- **Significant decrease in graduation disparity between Black and White students**

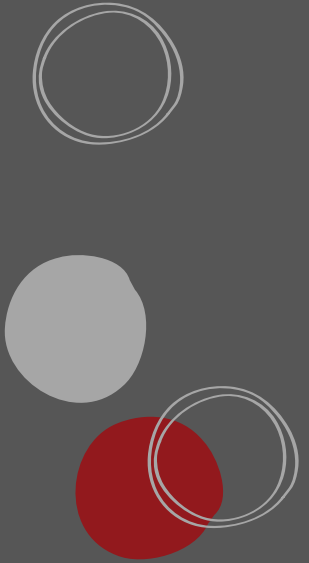


Graduation Data Summary

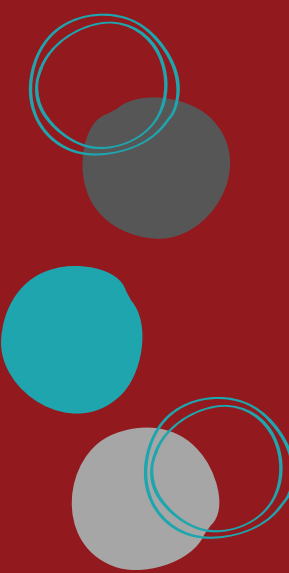
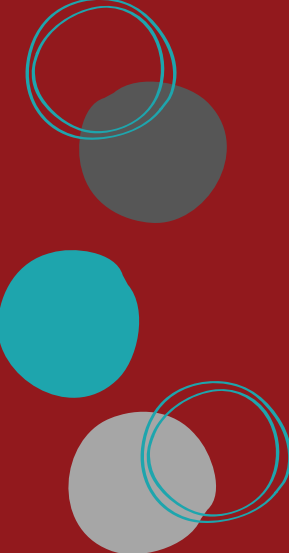
Roseville Area High School

- Increased 1% from 2022
- Highest of comparable districts
- Nearly all student groups improved
- Black and Multiracial students largest increases

Fairview Alternative High School

- 7 year rate decrease
 - 4 year rate nearly doubled
 - 3rd among 9 comparables
- 

Postsecondary Data





Postsecondary Data Overview

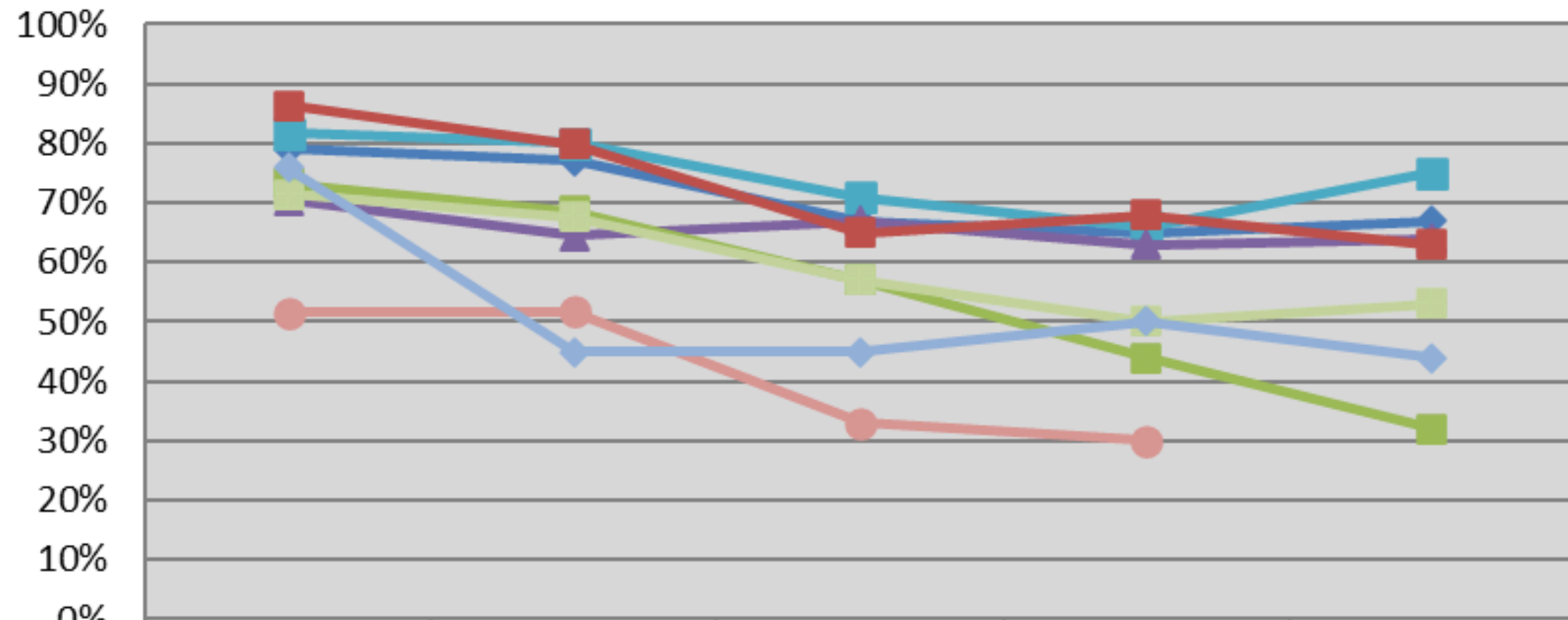
Postsecondary School Enrollment

Developmental Course Enrollment

Graduates Entering the Workforce

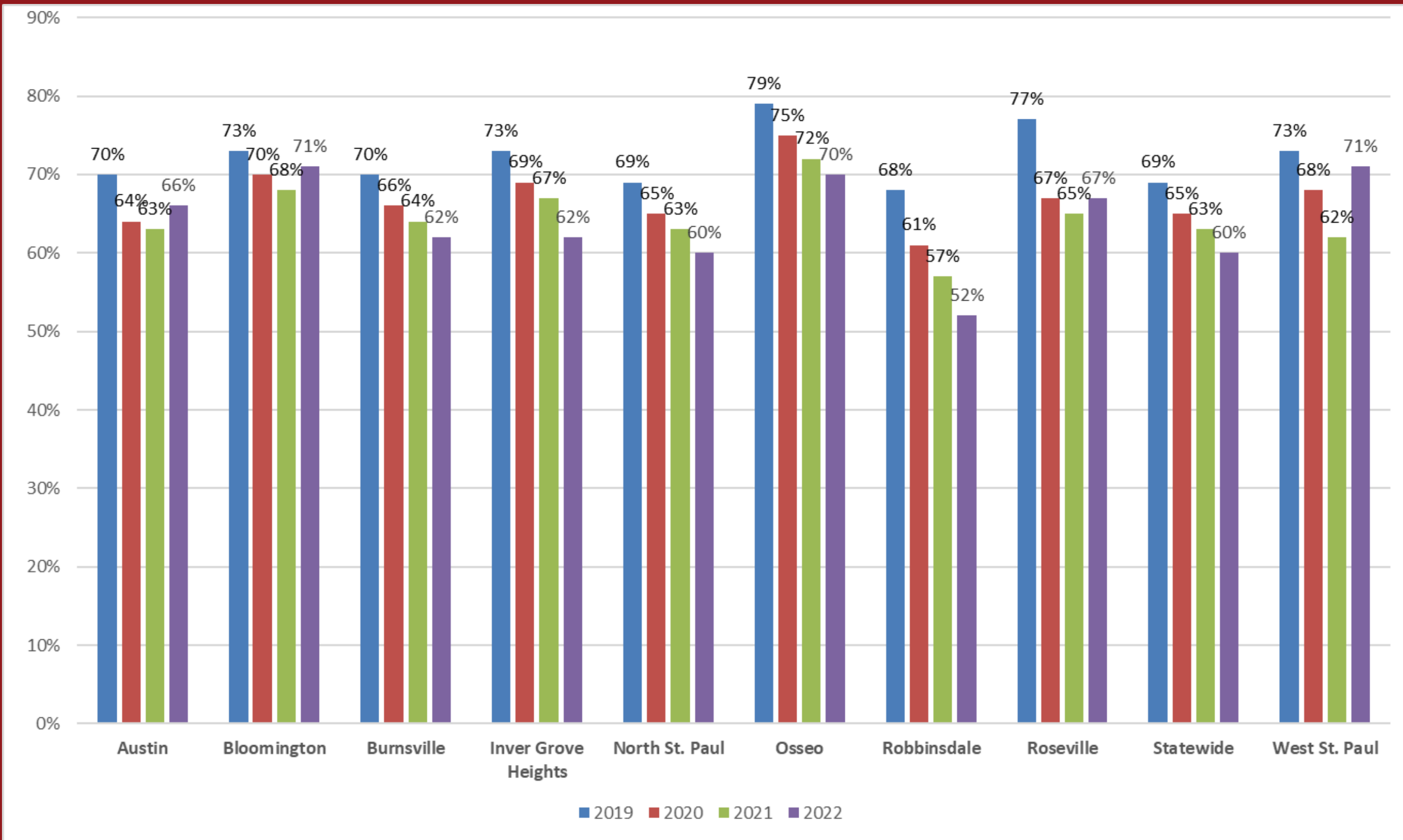


Enrollment in Postsecondary School-Numbers

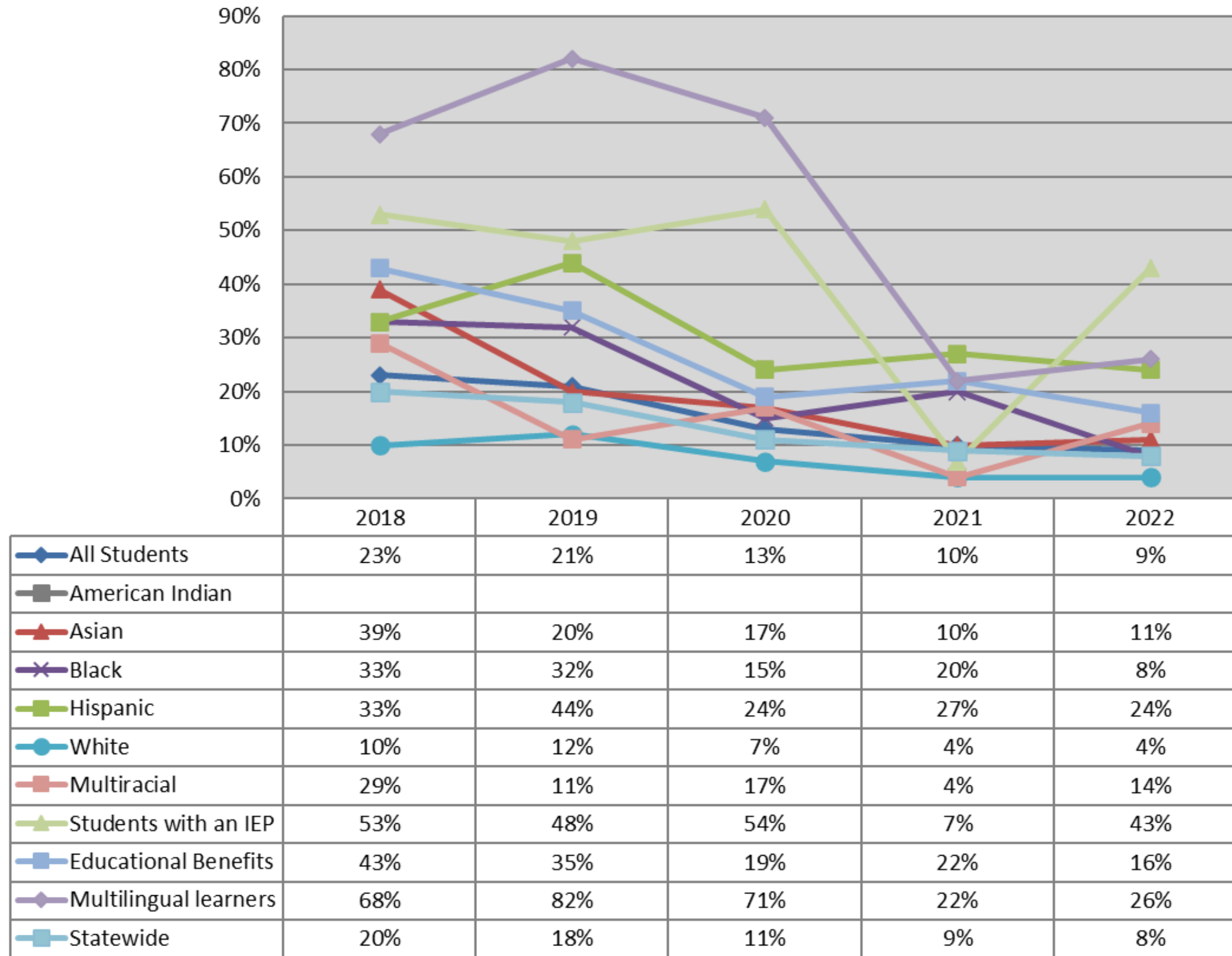


	2018	2019	2020	2021	2022
All Students	79%	77%	67%	65%	67%
White	82%	80%	71%	66%	75%
Black	70%	64%	67%	63%	64%
Hispanic	73%	69%	57%	44%	32%
Asian	86%	80%	65%	68%	63%
Students with an IEP (SIEP)	52%	52%	33%	30%	
Educational Benefits	72%	68%	57%	50%	53%
Multilingual Learner	76%	45%	45%	50%	44%

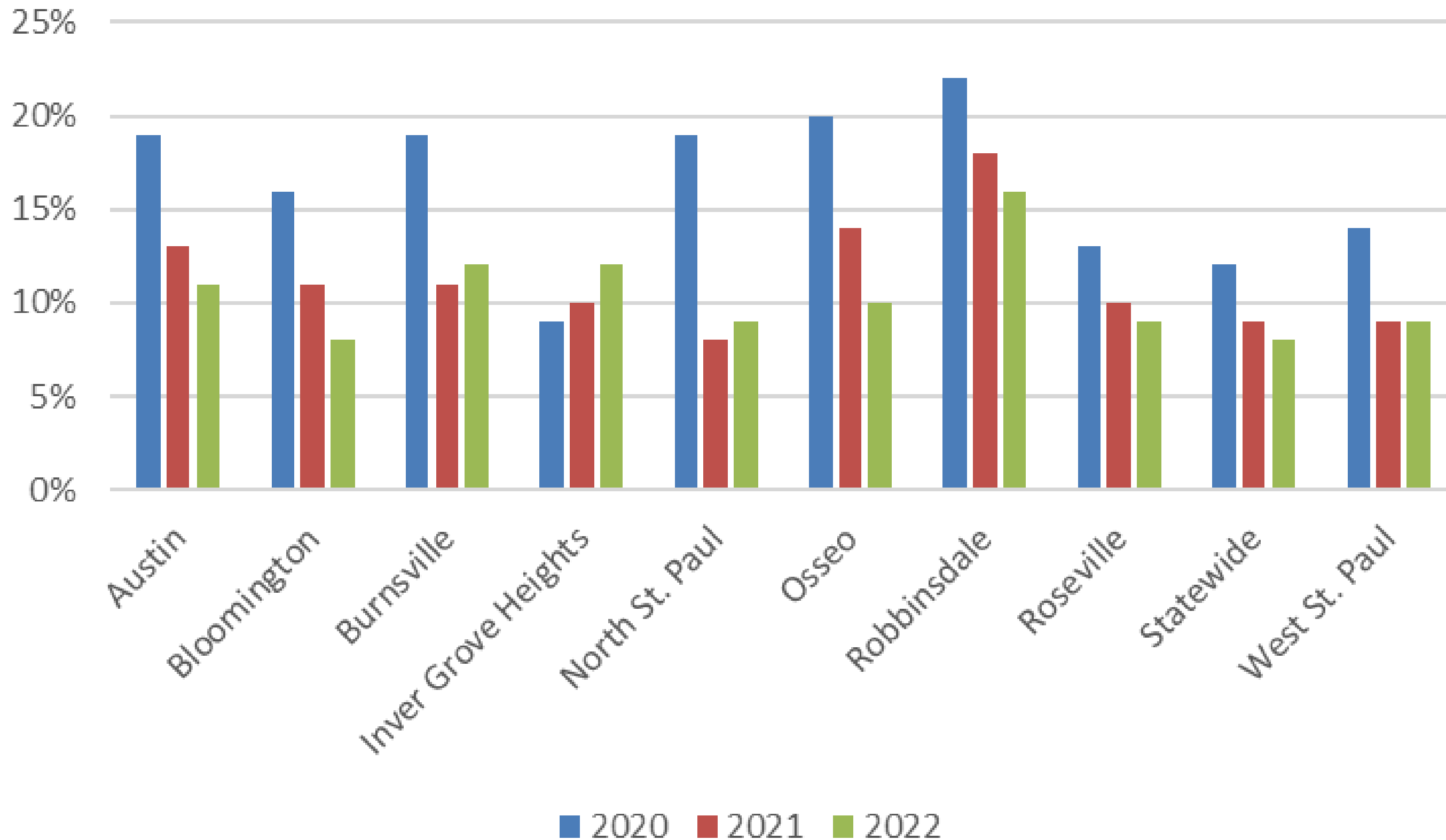
Enrollment in Postsecondary School-Comparable Districts



Developmental Course Enrollment

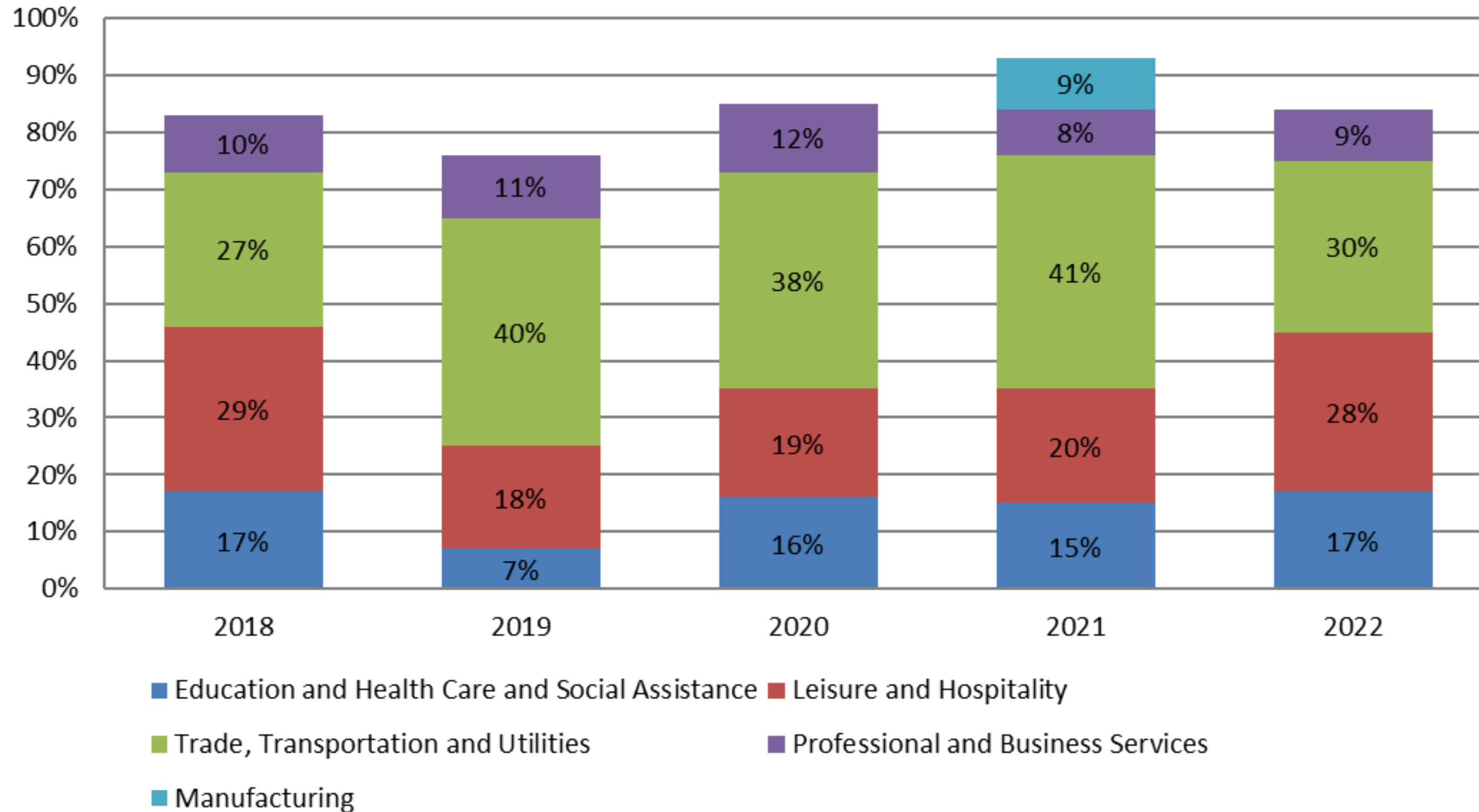


Developmental Course Enrollment- Comparable Districts



Entering the Workforce

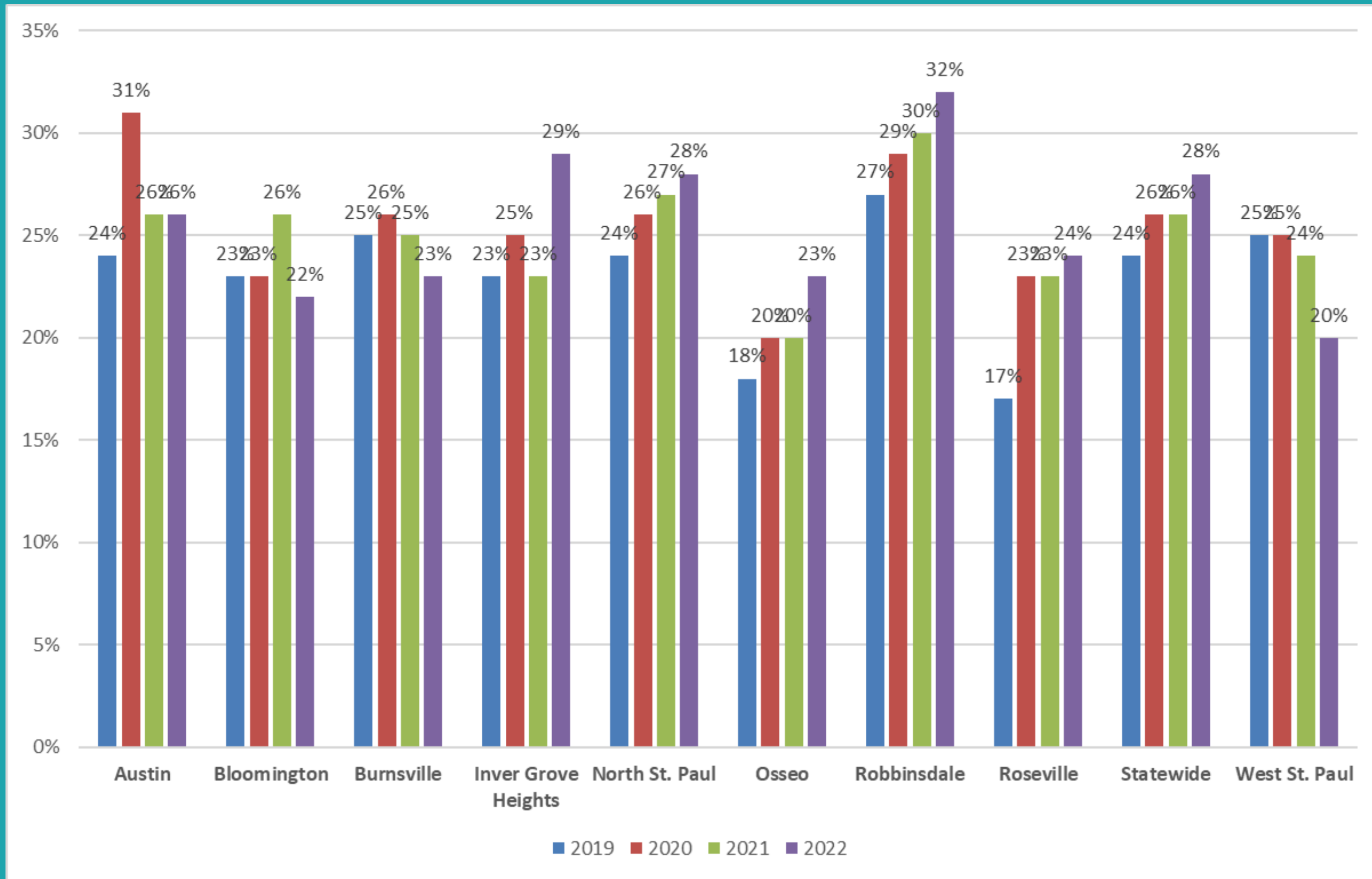
Students Entering the Workforce after Graduation



Entering the Workforce- Number

Workforce Area	2018	2019	2020	2021	2022
Education and Health Care and Social Assistance	19		17	18	22
Leisure and Hospitality	33	16	20	25	36
Trade, Transportation and Utilities	31	36	40	50	38
Professional and Business Services	12	10	13	10	12
Manufacturing				11	

Entering the Workforce- Comparable Districts



Entering the Workforce or Postsecondary School by Race

	2018		2019		2020		2021		2022	
	BIPOC	White	BIPOC	White	BIPOC	White	BIPOC	White	BIPOC	White
Employed	26%	17%	19%	14%	20%	18%	26%	20%	29%	17%
Enrolled in College	67%	77%	71%	76%	62%	66%	59%	66%	54%	75%

Postsecondary Data Summary

Postsecondary School Enrollment

- Enrollment increased 2 percentage points
- Statewide and most comparables decreased
- White and black students and students who qualify for education benefits increased

Developmental Courses- Post Secondary Schools

- Decreased by 1 percentage point
- Statewide continues to decrease
- Increases for Students with an IEP and Multiracial students



Postsecondary Data Summary

Graduates Entering the Workforce

- **24% of students enter the workforce**
 - **Increase since COVID**
 - **Fields of Trades, Transportation, and Utilities & Leisure and Hospitality**
- 

Questions and Discussion



Agenda Topic: Approval of New Course Proposals for 2025-2026
Meeting Date: May 28, 2024
Contact Person: Jake Von De Linde

Background:

Administration is requesting approval of two proposed courses for the 2025-2026 school year. Please see the attached summary document for course descriptions.

Recommendation:

It is recommended that the board approve the new courses as presented for the 2025-2026 school year.

Action Required

Informational – No Board Action Requested

NEW COURSE PROPOSALS FOR 2025-26

Course Title: AP Statistics Optional 3rd Trimester
Department: Roseville Area High School (RAHS)- Mathematics
Type: Major Adaptation of Existing Course

Background:

AP Statistics is a course that already exists at RAHS, however it is currently only a 2-trimester course. Most other AP courses at RAHS have an optional third trimester. AP Stats also only runs during Trimester 2 and 3, making it an extremely fast paced course as teachers work to get all the content in by the time students take the AP test in May. The request from the mathematics department is to add an optional 3rd trimester for this course which would provide students with more time for learning and review prior to taking the AP test for statistics and it would allow for more varied levels of learners to access the course.

The AP Statistics course focuses on exploratory data analysis, probability, and inference and incorporates discussions, experiments, and projects that apply basic statistical principles.

Feedback/Input:

DCAC:

Unanimous support

Trimester 3 Focus:

- Student led data exploration/labs/simulations
- More applications
- More accessible and supportive for students

Course Title: Black Literature
Department: Roseville Area High School (RAHS)- English Language Arts
Type: New Course

Background:

This new 1 trimester course would target students in their Senior year but would also be open to Juniors. The focus of the course is to provide literature and learning throughout history that connects to contemporary issues that unite as well as celebrate differences that make black culture unique. The course will focus on chosen works from Black Diaspora authors and will engage students in courageous conversations about representation and identity, oppression and resistance, stereotyping and self-definition, social justice and racial equality.

Currently students in their Junior and Senior year take two 1 credit English Language Arts courses to satisfy graduation credits. This course would be an additional selection as an option for students.

The course also connects to student demands for more representation in their learning that student leaders at RAHS brought to administrators and the Minnesota Department of Education in 2017. It will also establish another Ethnic Studies course at RAHS which connects to current legislation requiring high schools to offer an ethnic studies course by school year 2026-27.

Feedback/Input:

Unanimous support

- Appreciated diverse range of books in Black Diaspora- African and African American Experiences, and not just a genre specific course
- Every course in English, more diverse after curriculum review
- Swap out another of the generic courses in the 11th/12th grade English course

Agenda Topic: Non-Renewal of Licensed Probationary Employees
Meeting Date: May 28, 2024
Contact Person: Kenyatta McCarty

Background:

The school district makes a determination to non-renew probationary teachers at the close of the school year based on one or more of the following reasons:

- Discontinuance of position
- Decrease in enrollment
- Financial condition of the district
- District performance standards

Kenyatta McCarty, director of human resources, will review the process and rationale for the recommended action.

The attached resolution should be read once with the names of all individuals read.

Recommendation:

It is recommended that the board adopt the resolution terminating the teaching contracts of the following probationary teachers (as listed) at the close of the 2023-2024 school year.

 X Action Required

 Informational – No Board Action Requested

May 28, 2024

Board Member _____ introduced the following resolution and moved its adoption:

RESOLUTION RELATING TO THE TERMINATION AND
NON-RENEWAL OF THE TEACHING CONTRACT OF
A PROBATIONARY TEACHER

WHEREAS, the following are probationary teachers in Independent School District No. 623,

BE IT RESOLVED, by the School Board of Independent School District No. 623, that pursuant to Minnesota Statutes 122A.40, Subd. 5, that the teaching contract of the following probationary teachers in Independent School District No. 623, is hereby terminated at the close of the current 2023-2024 school year for one or more of the following reasons:

Discontinuance of Position,
Decrease in Enrollment,
The Financial Condition of the School District,
District Performance Standards.

Ruben Alvarado
Laura Berens
Katie Chalker
Sarah Garrison
Stacy Meck
Errol Rubenstein
Stephanie Zellmer

BE IT FURTHER RESOLVED, that written notice be sent to said teacher regarding termination and non-renewal of his or her contract as provided by law.

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Clerk

Agenda Topic: Approval of 2023-2025 Changes to Meet and Confer Agreements
Meeting Date: May 28, 2024
Contact Person: Kenyatta McCarty

Background:

Administration requests that the board approve updates to the Conditions of Employment for the following Meet and Confer employee groups:

- Community Education Managers and Supervisors
- Community Education Services
- District Center Administrators
- District Support Services
- Program Assistants
- Program Supervisors
- Technology Information Services

There are approximately 80 employees covered by the Meet and Confer groups.

We are recommending the following compensation package changes:

- Salary ranges will be increased by 3.0% in year one and 3.0% in year two of the contracts.
- District health insurance contributions will increase by 12% in year two of the contract.

Recommended changes to the work agreements are in alignment with other bargaining groups and within the district budget parameters.

Recommendation:

It is recommended that the board approve updates to the 2023-2025 Conditions of Employment for Meet and Confer employee groups as presented.

Action Required

Informational – No Board Action Requested

Agenda Topic: Superintendent Contract 2024-2027
Meeting Date: May 28, 2024
Contact Person: Chair Todd Anderson

Background:

Superintendent Loeck's current contract expires June 30, 2024. The superintendent has requested an extension of the contract through June 30, 2027. Following is a summary of proposed changes to the contract:

1. Term of Contract July 1, 2024 through June 30, 2027

2. Compensation Year 1: \$224,059
 Year 2: 2.5% increase
 Year 3: 2.5% increase

3. Paid Holidays Twelve holidays (addition of Juneteenth and Presidents' Day)
 per all employee contracts

Recommendation:

It is recommended that the board approve the contract extension for the superintendent as presented.

Action Required

Informational – No Board Action Requested

SUPERINTENDENT CONTRACT

MN ISD623 Roseville Area Schools

This Contract is entered into between Independent School District 623, Roseville, Minnesota (“School District”) and Dr. Jennifer Loeck (“Superintendent”), a legally qualified and licensed Superintendent who agrees to perform the duties of Superintendent of Schools. The School District and the Superintendent agree as follows:

I. Applicable Statute.

This Contract is entered into between the School District and the Superintendent in conformance of Minn. Stat. § 123B.143.

II. Licensure.

The Superintendent shall furnish, throughout the life of this Contract, a valid and appropriate license to act as Superintendent in the State of Minnesota as provided by applicable state laws, rules and regulations.

III. Duration, Expiration, Termination and Mutual Consent.

A. Duration.

This Contract is for a term of thirty-six months commencing on July 1, 2024 and ending on June 30, 2027. It shall remain in full force and effect unless modified by mutual consent of the School Board and the Superintendent, or unless terminated as provided herein.

B. Expiration.

This Contract shall expire at the end of the term on June 30, 2027. At the conclusion of the term of this Contract, neither party shall have any further claim against the other, and the employment of the Superintendent shall cease, unless a subsequent contract is entered into in accordance with the provisions of this Contract and Minn. Stat. § 123B.143, Subd. 1.

C. Termination During the Term.

The Superintendent’s employment may be terminated during the term of this Contract only for cause as defined in Minn. Stat. § 122A.40, Subds. 9 or 13. Except for purposes of definition of cause, the provisions of Minn. Stat. § 122A.40 shall not be applicable. If the School Board proposes to terminate the Superintendent during the Contract term for cause as defined in Minn. Stat. § 122A.40, Subds. 9 or 13, it shall notify the Superintendent in writing of the

proposed grounds for termination. The Superintendent shall be entitled to a hearing before an arbitrator provided the Superintendent makes such a request in writing within fifteen (15) calendar days after receipt of the written notice of the proposed termination. In such event, the parties shall jointly petition the Bureau of Mediation Services (BMS) for a list of five (5) arbitrators. The arbitrator shall be selected by the parties through the normal striking process as provided by BMS rules. The arbitrator shall conduct a hearing under normal arbitration procedure rules and issue a written decision. The decision of the arbitrator shall be final and binding upon the parties, subject to normal judicial review of arbitration decisions as provided by the law. The Superintendent may be suspended with pay pending final determination by the arbitrator. If the Superintendent fails to request a hearing as provided herein within a fifteen (15) calendar day period, it shall be deemed acquiescence by the Superintendent to the School Board's proposed action and the proposed action shall become final on such date as determined by the School Board, and the Superintendent shall have no further claim or recourse.

D. Mutual Consent.

This Contract may be terminated at any time by the parties by mutual consent.

IV. Duties.

The Superintendent shall have the charge of the administration of the schools under the direction of the School Board. The Superintendent shall be the chief executive officer of the School District and an ex-officio member of the School Board. The Superintendent's duties shall include direction and assignment of teachers and other employees of the schools under the Superintendent's supervision; organization, reorganization, and arrangement of administrative and supervisory staff, including instruction and business affairs, as best serves the School District subject to the approval of the School Board; selection of personnel subject to the approval of the School Board; suggestions regarding policies, regulations, rules, and procedures deemed necessary for the School District, and, in general, perform all duties incident to the office of the Superintendent and such other duties as may be prescribed by the School Board from time to time. The Superintendent shall abide by the policies, regulations, rules, and procedures established by the School Board and state law.

V. Evaluation.

The School Board shall conduct annual written evaluations regarding the performance of the Superintendent during the term of this Contract. The evaluations shall be related to the job description of the Superintendent and goals of the School District.

VI. Duty Year and Leaves

A. Basic Work Year.

The Superintendent's duty year shall be for the entire Contract year, and the Superintendent shall perform services on those legal holidays on which the School District is authorized to conduct school if the School Board so determines. The Superintendent shall be on duty during any emergency, natural or unnatural, unless otherwise excused in accordance with School Board administrative policy.

B. Vacation.

1. Accrual and Carryover.

The vacation day accrual balance as of the end of the final day of her prior role within the district shall be credited to the Superintendent at the beginning of her tenure as Superintendent. Additionally, the Superintendent shall accrue twenty-seven (27) days of paid vacation each Contract year. The vacation leave shall be credited on July 1 of each Contract year. The Superintendent may carry-over unused accrued vacation leave to the following Contract year (July 1), not to exceed a maximum accumulated total vacation leave of seventy-one (71) days. All other unused accrued vacation leave shall be forfeited at the end of each Contract year.

2. Payment for Unused Vacation Leave.

The Superintendent shall be paid for any unused accumulated vacation leave up to a maximum of seventy-one (71) days upon separation of employment from the School District, unless the Superintendent is discharged or proposed to discharge pursuant to a Section III D of this Contract. Any payment for accumulated vacation leave shall be calculated based on the Superintendent's daily rate of pay on the last day of the Superintendent's employment.

3. Daily Rate of Pay

Whenever it is necessary to calculate a daily rate of pay for purposes of this Contract, such rates shall be arrived at by dividing the Superintendent's annual base salary as provided in Section VII by the divisor of 260. The calculation shall not include any other payments and/or benefits pursuant to this Contract.

C. Holidays.

The Superintendent shall be entitled to twelve (12) paid holidays each Contract year as designated by the School Board. Paid holidays include July 4th, Labor Day, Thanksgiving and the Friday following, Christmas, New Year's Day, Martin Luther King Jr. Day, Presidents Day, Memorial Day, Juneteenth plus two floating holidays to be determined according to the school calendar.

D. Earned Safe and Sick Time (ESST).

The Superintendent shall earn, use, and accumulate ESST in conformance with the School District's Employment Policies and Minnesota Statutes 181.9445-181.9448. The Superintendent shall accrue sick leave at the rate of one and one-half (1½) days for each working month that may accumulate without limit. The Superintendent shall not be paid for any unused accrued sick leave upon separation from employment.

E. Bereavement Leave.

The Superintendent shall be granted bereavement leave up to five (5) days for a death within the Superintendent's immediate or close family. The number of days to be utilized shall be determined after conferring with the School Board Chair. Additional bereavement leave may be granted by the School Board. Bereavement leave will not be deducted from the Superintendent's sick leave.

F. Emergency Leave.

The Superintendent may be granted paid emergency leave during the contract year at the direction of the School Board.

G. Disability/Long-Term Disability.

If the Superintendent is unable to perform regular duties because of personal illness or disability and has exhausted all accumulated sick leave, the School Board shall provide additional paid sick leave until the expiration of the waiting period for long-term disability insurance.

H. Other Leave.

The Superintendent may be eligible for unpaid leave of absence pursuant to federal and state law, including the Family and Medical Leave Act (FMLA), the Minnesota Parenting Leave Act (MPLA), and the Americans with Disabilities Act (ADA). Request for such leave shall be made and considered in compliance with applicable law.

VII. Insurance.

A. Health Insurance.

The School District shall make contributions to the monthly premium for the health insurance/hospitalization plan selected by the Superintendent in an amount equal to the highest School District premium contribution for other employee groups or individual employees. The School District's contribution to health insurance premiums shall automatically increase or decrease during the term of

this Contract so as to match the School District's highest contribution for premiums for other employee groups or individual employees. To the extent that the cost of health insurance premiums exceeds the School District's premium obligations, the Superintendent shall be responsible to pay such amount through payroll deduction.

B. Dental Insurance.

The School District shall provide dental insurance coverage for the Superintendent and the Superintendent's dependents at the expense of the School District.

C. Life Insurance.

The School District shall provide a group term life insurance plan providing coverage for the Superintendent equal to three times annual salary payable to the Superintendent's named beneficiary(ies), at the expense of the School District.

D. Long Term Disability Insurance.

The School District shall provide, at its own expense, long-term disability coverage for the Superintendent in the School District's group plan.

E. Liability Insurance.

The School District shall maintain, at School District expense, liability insurance covering the Superintendent, along with the School District, in an amount not less than is required by law.

F. Claims Against the School District.

The eligibility of the Superintendent, or the Superintendent's dependents or beneficiary(ies), for insurance benefits shall be governed by the terms of the insurance policies purchased by the School District pursuant to this Article. It is understood that the School District's only obligation is to purchase the insurance policies described herein, and no claim shall be made against the School District as a result of denial by an insurer of insurance benefits if the School District has purchased the policies and paid the premiums described herein.

VIII. Salary.

The Superintendent shall be paid a salary of:
2024-2025 contract year: \$224,059
2025-2026 contract year: \$229,660
2026-2027 contract year: \$235,402

The Superintendent's salary may be modified during the term of this Contract but shall not be reduced. The salary shall be paid in equal installments during the Contract year and shall cease upon termination of employment.

IX. Other Benefits.

A. Tax Sheltered Annuity.

The School District will make contributions to the Superintendent's Minnesota Deferred Compensation Plan or 403(b) Plan in the form of a dollar-for-dollar match of the Superintendent's elected deferrals, up to a maximum of 2% of the Superintendent's annual base salary. Participation in deferred compensation plans shall be pursuant to School District policy and subject to plan restrictions, the Internal Revenue Code, and other applicable federal and state law regulations.

B. Health Care Savings Plan.

In accordance with Minnesota Statutes Section 352.98, the Superintendent may participate in the Health Care Savings Plan administered by the Minnesota State Retirement System. The District will contribute \$4,000 per year to the Plan.

C. Liability Limitation and Modification.

The School District's only obligation is to make the deferrals and contributions to the deferred compensation plans and Health Care Savings Plan, as specified in this Contract. The School District has made no representations regarding the limits and/or restrictions on contributions and deferrals. Further, the Superintendent understands that the Superintendent is solely responsible for any taxes, social security payments, costs, penalties, interests, or any amounts assessed by federal or state authorities arising from contributions or deferrals, and the Superintendent holds the School District harmless for any such claims.

The School District may modify its contributions to the Superintendent's deferred compensation plans and/or health care savings plans and/or insurance in order to avoid penalties, fees or fines under the Internal Revenue Code or the Affordable Care Act (ACA).

D. Conferences and Meetings.

The School District shall pay all legally valid expenses and fees for the Superintendent's attendance at professional conferences and meetings with other educational agencies when attendance is required, directed, or permitted by the School Board. The Superintendent shall attempt to advise the School Board of all meetings and conferences that the Superintendent will be attending and shall periodically report to the School Board relative to all meetings and conferences

attended. The Superintendent shall file itemized expenses statements to be processed and approved as required by School District policy or procedures.

E. Dues.

The Superintendent is encouraged to belong to appropriate professional educational organizations where such membership will serve the best interests of the School District. Accordingly, the School District will pay such membership dues for organizations as required, directed, or permitted, by the School Board. The Superintendent shall present appropriate statements for approval as required by School District policy or procedures.

F. School District Business Expense.

The School District shall reimburse the Superintendent for reasonable and necessary expenses incurred by the Superintendent in conducting School District Business.

X. Other Provisions.

A. Outside Activities.

While the Superintendent shall devote full time and due diligence to the affairs and the activities of the School District, the Superintendent may serve as a consultant to other school districts or educational agencies, lecture, engage in writing and speaking activities, and engage in other activities if such activities do not impede the Superintendent's ability to perform the duties of the Superintendent, as determined by the School Board.

B. Indemnification and Provision of Counsel.

In the event that an action is brought or a claim is made against the Superintendent arising out of or in connection with the Superintendent's employment, and the Superintendent is acting within the scope of employment or official duties, the School District shall defend and indemnify to the extent permitted by law. Indemnification, as provided in this Section, shall not apply in the case of malfeasance in office or willful or wanton neglect of duty, and the obligation of the School District herein shall be subject to the limitations as provided in Minn. Statutes, Chapter 466.

C. Payments in the Event of Death.

Any unpaid compensation or benefits pursuant to this Contract shall be paid to the Superintendent's estate unless a beneficiary(ies) has been otherwise designated.

D. Savings Clause.

If a specific clause of this Contract is determined to be illegal under federal or state law, the remainder of the Contract not affected by such a ruling shall remain in force.

This Contract shall be effective only upon signatures of the Superintendent and officers of the School Board after authorization for such signatures by the officers is given by the School Board in appropriate action in its minutes.

IN WITNESS WHEREOF, I have
subscribed my signature this _____
day of _____, 2024.

Dr. Jennifer L. Loeck
Superintendent

IN WITNESS WHEREOF, I have
subscribed my signature this _____
day of _____, 2024.

Todd J. Anderson
Independent School District 623
School Board Chair

Rose Chu
Independent School District 623
School Board Clerk