

Agenda
Regular School Board Meeting
March 7, 2023
6:30 PM

1. Call to Order, Roll Call

2. Agenda Adjustments

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

4. Summary of Community Input Received for Action Items

5. Consent Agenda
 - a. Minutes - Board Meeting of February 21, 2023 3

 - b. Payment of Bills 6

 - c. Personnel - Resignations, Appointments, Reductions 8

 - d. Gifts 10

 - e. Summer Academy Joint Powers Agreement 2023-2025 11

f.	Harambee Elementary School Flexible Learning Year Application	25
g.	Construction Fund Disbursement Request - Certificates of Participation 2021A	41
h.	Outdoor Learning to Support Kindergarten Transitions Grant	45
i.	Farm to School Grant	59
6.	Reports and Non-Action Items	
7.	Action Items	
a.	Policy 712: Gifts (reviewed) Second Reading	81
b.	2023-2026 Achievement and Integration Plan and 2023-2024 Budget	83
c.	Policy 424: Workload Limits for Certain Special Education Teachers (revised) Second Reading	104
d.	Approval of Strategic Plan Mission and Vision	109
8.	Board Reports	
9.	Superintendent's Report	
10.	Adjournment	

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

February 21, 2023

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

Announcements. Roseville Area High School students Alise and Anica and their mother Alisha shared information about Black Girl Magic Day. Black Girl Magic Day is a student initiative that celebrates the success of black girls and women.

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

- (42) Consent Agenda. Boguszewski moved, Gogins seconded acceptance of the consent agenda, including the minutes of the school board meeting on February 7, 2023; payment of bills; resignations, appointments, reductions, adjustments; and gifts. Ayes: Boguszewski, Chu, Gogins, Johnson. Nays: none. Absent: Anderson, Clark. Motion carried unanimously.

Program Participation Report. Jake Von De Linde, director of student achievement; Trina Hira, coordinator of advanced academics and talent development; Melissa Sonnek, assistant superintendent; Andrea Schmidt, activities director; and Niceta Thomas, director of student services, reported on student participation in programming including special education, advanced academics and talent development (formerly gifted and talented), and activities and athletics.

Policy 424: Workload Limits for Certain Special Education Teachers (revised) First Reading. Niceta Thomas, director of student services, presented proposed revisions to Policy 424: Workload Limits for Certain Special Education Teachers as a first reading.

Policy 712: Gifts (reviewed) First Reading. Shari Thompson, director of business services, reviewed Policy 712: Gifts as a first reading. There were no recommended changes to the current policy.

Monthly Financial Report. Ms. Thompson provided an update on the status of the district's 2021-22 audit. The district and its auditing firm anticipate that the final audit report will be available in early March, with audit acceptance tentatively scheduled for the March 21, 2023, school board meeting. Ms. Thompson also reviewed past enrollment trends and projected enrollment for the 2023-2024 school year. Although Roseville Area Schools has experienced enrollment declines over the past several years, overall enrollment appears to be stabilizing.

American Indian Program Report. Delon Smith, director of equity and innovation; Gabriella Carroll, Native American education program coordinator; and Savannah Rojas-

Carroll, Native American cultural liaison, presented information about the district's American Indian education program.

- (43) American Indian Education Transmittal of Resolution and Parent Committee Roster. School districts that enroll ten or more American Indian students are required by Minnesota law to establish an American Indian Parent Advisory Committee and complete a resolution of concurrence or non-concurrence each school year. Roseville Area Schools' AIPAC passed a resolution of non-concurrence on January 17, 2023. A resolution of non-concurrence means that the AIPAC finds that the district has not been meeting the needs of American Indian students. Boguszewski moved, Gogins seconded acceptance of the American Indian Education transmittal of resolution and parent committee roster. Ayes: Boguszewski, Chu, Gogins, Johnson. Nays: none. Absent: Anderson, Clark. Motion carried unanimously.
- (44) Final 2023-24 and Draft 2024-25 School Year Calendars. Boguszewski moved, Gogins seconded approval of the final 2023-24 and draft 2024-25 school year calendars. Ayes: Boguszewski, Chu, Gogins, Johnson. Nays: none. Absent: Anderson, Clark. Motion carried unanimously.
- (45) Policy 584: Collection, Maintenance, Use and Release of Student Education Data (revised) Second Reading. Gogins moved, Boguszewski seconded approval of Policy 584: Collection, Maintenance, Use and Release of Student Education Data as presented. Ayes: Boguszewski, Chu, Gogins, Johnson. Nays: none. Absent: Anderson, Clark. Motion carried unanimously.
- (46) Approval of Strategic Plan Mission and Vision. Gogins moved, Boguszewski seconded a motion to table approval of the proposed strategic plan mission and vision until a future meeting. Ayes: Boguszewski, Chu, Gogins, Johnson. Nays: none. Absent: Anderson, Clark. Motion carried unanimously.

Study Session Report. Chair Johnson read Clerk Anderson's prepared study session report. At the February 7 study session, the board discussed the World Language program review with members of the program review team. A presentation was also given about What I Need (WIN) time.

Board Reports. Rose Chu attended a Finance Advisory Committee meeting. Mike Boguszewski attended a Community Advisory Committee meeting. Curtis Johnson attended African American Parent Involvement Day events at Little Canada Elementary School and Roseville Area Middle School.

Superintendent's Report. Superintendent Loeck announced school closures on February 22 and 23 due to forecasted winter weather.

The Chair declared the meeting adjourned at 9:07 p.m.

Signed

_____ Clerk

Approved

Chair

February 21, 2023

Meeting Date: March 7, 2023

PAYMENT OF BILLS:
-February 1 - February 15, 2023
 That bills in the amount of:

\$7,047,689.19 by the following funds be approved:

GENERAL	\$6,029,521.71
FOOD SERVICE	\$229,728.01
COMMUNITY SERVICE	\$272,499.17
BUILDING FUND	\$424,486.49
DEBT FUND	\$0.00
READING RECOVERY	\$0.00
AMSD	\$13,352.95
OPEB DEBT	\$0.00
DENTAL INS FUND	\$50,146.85
NO SUBURBAN COLLABORATIVE	\$27,954.01
EXTRA CURRICULAR-STU ACTIVITY	\$40,713.67

RECOMMENDATION:

That above payments are included in check numbers:

WIRE TRANSFERS	202200401	through	202200431
CHECKS	345753	through	346156
CAPITAL ONE AP CHECKS	7439	through	7479
ACH A/P	222310980	through	222311054

PAYMENT DISTRIBUTION BY FUND:

	GENERAL	FOOD SERVICE	COMMUNITY SERVICE	BUILDING CONSTRUCT	DEBT FUND	Deita Dental Self Insured	28-RR Fiscal Agent	29-AMSD Fiscal Agent	OPEB	N SUB COLL/ SCHLSHP	EXTRA CURR-STU ACTIVITY	TOTAL DISBURSEMENTS
WIRE TRANSFERS	\$2,720,501.10	\$46,487.11	\$103,723.05			\$50,146.85		\$3,722.12		\$276.26	\$1,920.85	\$2,926,777.34
CHECKS	\$1,456,821.96	\$102,058.74	\$22,528.94	\$424,486.49				\$669.57		\$27,410.25	\$38,289.87	\$2,072,265.82
CAPITAL ONE A/P	\$60,883.35	\$22,950.52	\$787.80								\$0.00	\$84,621.67
ACH A/P	\$20,468.90	\$254.41	\$749.65								\$502.95	\$21,975.91
TRANSFER TO P/R	\$1,821,057.40	\$57,977.23	\$144,709.73					\$8,961.26		\$267.50		\$2,032,973.12
VOID CHECKS	(\$50,211.00)		\$0.00	\$0.00								(\$50,211.00)
TOTAL	\$6,029,521.71	\$229,728.01	\$272,499.17	\$424,486.49	\$0.00	\$50,146.85	\$0.00	\$13,352.95	\$0.00	\$27,954.01	\$40,713.67	\$7,088,402.86

BOND CONSTRUCTION FUNDS	February 1, 2023		Disbursements 2/1 to 2/28	Balance Remaining as of 2/28/23
	Cash & Investments Balance	Revenue 2/1 to 2/28		
	\$10,782,816.66	\$0.00	\$352,528.32	\$10,430,288.34

RECOMMENDATION:

The above disbursements include check numbers:

CHECKS February 1 - February 15, 2023	102611	through	102624	\$348,209.68
WIRES		through		\$0.00
VOID CHECKS				\$0.00

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

INVESTMENT DETAIL:

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

Total: **\$0.00** **\$ -** **\$ -**

Human Resources Information

5-C

Meeting Date

03/07/23

Hired-Non-Licensed

Bedell, John

Effective Date 03/01/2023

Roseville Area Middle School

Custodial Services

Hired working 8 hours per day.

Yang, Mai

Effective Date 02/27/2023

District Center

Human Resources Administrative Assistant

Hired working 6 hours per day.

Resignation-Licensed

Camacho, Angela

Effective Date 06/09/2023

Central Park Elementary

EL Teacher

Resigning from leave effective 06/09/2023.

Connor, Amanda

Effective Date 06/09/2023

Roseville Area High School

School Nurse

Resigning effective 06/09/2023.

Resignation-Non-Licensed

Eckl, Andrea

Effective Date 02/15/2023

Parkview Center School

Paraprofessional

Resigned from leave effective 02/15/2023.

Jovanovich, Jon

Effective Date 02/24/2023

Parkview Center School

Custodial Services

Resigned effective 2/24/2023.

Human Resources Information

5-C

Meeting Date

03/07/23

Leick, Lexie

Effective Date 02/27/2023

Harambee Elementary

Out of School Time Program Specialist

Resigned effective 02/27/2023.

Salinas, Melissa

Effective Date 02/16/2023

Edgerton Elementary

Nutrition Services

Resigned effective 02/16/2023.

Spriggs, Tajniera

Effective Date 03/09/2023

Parkview Center School

Paraprofessional

Resigning effective 03/09/2023.

Vang, Yee

Effective Date 03/17/2023

Central Park Elementary School

Health Assistant

Resigning effective 03/17/2023.

Wagner, Kendall

Effective Date 03/24/2023

Roseville Area High School

District Support Services

Resigning effective 03/24/2023.

**GIFTS TO SCHOOLS
2022/23**

SCHOOL BUILDING	NAME/ADDRESS OF DONOR	GIFT	USE
Edgerton Elementary School	Path of Grace Methodist Church 759 E County Road B Maplewood, MN 55117	Winter clothing items	Students in need
Parkview Center School	Meredith Florentz c/o David Schrader 5385 W. Bald Eagle Blvd White Bear Lake, MN 55110	\$500.00	Principal's discretion
Roseville Area High School	Tom King 2255 Victoria St N Roseville, MN 55113	\$100.00	Weight room
Roseville Area High School	Roseville Girls Lacrosse Booster Club 1240 County Rd B2 W Roseville, MN 55113	\$2,300.20	Socks and t-shirts
Roseville Area Schools	NPO Connect - Blackbaud, on behalf of Aaron Mastrian 65 Fairchild St Charleston, SC 29492	\$4.00	Principal's discretion
Roseville Area Schools	Philando Castile Relief Foundation PO Box 22111 Robbinsdale, MN 55422	\$15,000.00	Student meal debt



Roseville Area Schools

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

Agenda Item: 5e

Agenda Topic: Summer Academy Joint Powers Agreement 2023-2025
Meeting Date: March 7, 2023
Contact Person: Superintendent Jenny Loeck

Background:

The attached Joint Powers Agreement for the North Suburban Summer Academy reflects a change in the fiscal and physical program hosts. Mahtomedi Public Schools will assume fiscal host duties, and Columbia Heights Public Schools will conclude its responsibilities as physical host on June 30, 2023. Amendments will be made to the JPA once a physical host has been determined for 2024 and 2025.

Recommendation:

It is recommended that the board approve the Summer Academy Joint Powers Agreement for 2023-2025 as presented.

XX Action Required ___ Informational – No Board Action Requested

JOINT POWERS AGREEMENT

THIS AGREEMENT, is made and entered into by and between Independent School District No. 11, Anoka-Hennepin School District; Independent School District No. 12, Centennial Public Schools; Independent School District No. 13, Columbia Heights Public Schools; Independent School District No. 831, Forest Lake Area Schools; Independent School District No. 14, Fridley Public Schools; Independent School District No. 832, Mahtomedi Public Schools; Independent School District No. 621, Mounds View Public Schools; Independent School District No. 622, North St. Paul-Maplewood Oakdale School District; Independent School District No. 623, Roseville Area Schools; Independent School District No. 282, St. Anthony-New Brighton School District; Independent School District No. 16, Spring Lake Park Schools; and Independent School District No. 624, White Bear Lake Area Schools.

WHEREAS, the school districts named above have a mutual desire to continue to provide gifted and talented enrichment opportunities through the North Suburban Summer Academy Program ("Summer Academy"); and

WHEREAS, the Parties to this Agreement desire to make available to each participating school district the administrative and financial benefits of cooperative educational enrichment summer programming for students served by their respective school districts; and

WHEREAS, the Parties to this Agreement desire to enter into a Joint Powers Agreement to facilitate the provision of educational enrichment summer programming through Summer Academy, as described herein, pursuant to Minn. Stat. § 471.59, as amended, which authorizes

political subdivisions to enter into an agreement to exercise jointly the governmental powers and functions each has individually;

NOW, THEREFORE, it is hereby agreed, by and between the Parties hereto as follows:

I. PURPOSE

- A. The North Suburban Summer Academy is established as a cooperative, rigorous summer educational program for district identified students.
- B. The management and control of the North Suburban Summer Academy shall be vested in the Summer Academy Board of Directors.

II. ORGANIZATION OF THE SUMMER ACADEMY BOARD

- A. The Summer Academy shall be governed by a Board of Directors composed of the Superintendent or designee of each participating school district. It is preferred that designee have a Minnesota K-12 Principal license. In addition, the host district, the school district serving as fiscal agent, and a participating school district employing Summer Academy's Executive Director, if any, shall each have an additional voting administrative representative on the Summer Academy Board of Directors. The Academy's Executive Director shall be an ex-officio member of the Board of Directors.
- B. The Officers of the Summer Academy Board shall be a Chair, Vice-Chair, and recording Secretary who shall be representatives of the participating districts.
- C. The Summer Academy Board officers shall be determined by the members of the Summer Academy Board at its first fall meeting of each school year. A term of an officer is for one year and such term shall expire at the meeting at which the new officers are determined. Officers may serve consecutive terms.
- D. The Summer Academy Board shall meet at least quarterly and at such other times as deemed necessary. Meetings of the Board shall be called by the Chair or by any two Board Members. Board meeting shall be conducted in accordance with the Minnesota Open Meeting Law, except at least a five-day notice shall be given for meetings held outside the regular schedule. A majority of participating representatives shall constitute a quorum for the transaction of business. A simple majority of those Board Members present is required for all matters, with the exception of budget adoption and approval of the Executive Director's contract, which shall require a vote of two-thirds of the Board Members.
- E. Representation on the Summer Academy Board is essential to the operation of the Academy. Participating districts are strongly encouraged to make sure they are represented at each meeting.

- F. The Board of Directors shall retain an Executive Director as an independent contractor who shall attend to the daily operations of the Summer Academy.
- G. The Summer Academy shall have an Executive Committee composed of the following: the Officers of the Summer Academy Board of Directors, the Summer Academy Executive Director, an administrative representative from the school district serving as the fiscal agent of Summer Academy and one at large administrative representative from a participating school district, designated by the Board of Directors of Summer Academy.
- H. The Executive Committee shall convene as necessary during periods between Board of Directors' meetings to address matters and engage in decision-making related to the operation of the Summer Academy, **except those matters** delineated in Article III, which are exclusively Board powers. Decisions of the Executive Committee shall be by a majority vote of the Executive Committee members in attendance, provided a quorum is present. Each Executive Committee member shall have one vote. Actions/decisions taken by the Executive Committee shall be submitted to the Board of Directors at its next regularly scheduled meeting for review, and actions/decisions of the Executive Committee are subject to ratification or rescission by the Board of Directors.
- I. The Superintendents of all member districts shall receive an annual written summary of the most recent concluded Summer Academy shall be submitted to each Superintendent.

III. POWERS AND RESPONSIBILITIES OF THE SUMMER ACADEMY BOARD

- A. The Summer Academy Board is empowered to act in the interest of the participating districts.
- B. The Summer Academy Board may:
 - 1. Take and hold by purchase, lease, grant or assignment, property for its use within the scope of this Agreement, to provide and to dispose of the same when the need for it is ended.
 - 2. Apply for and receive federal, state, local, private or other funds for which it is eligible.
 - 3. Enter into contracts and disburse funds, as it deems appropriate, for the purpose of the Academy programs and in accord with the adopted budget.
 - 4. Retain contractors, employees, support staff, and consultants as and when the need arises, but only to the extent that funds have been made available to it for that purpose.

5. Organize and establish educational programs and services.
6. Approve by majority vote the participation of and addition to the Summer Academy Board of Directors additional school districts after the execution of this Agreement.

C. The Summer Academy Board shall:

1. Approve job descriptions, qualifications and compensation for employees, consultants and independent contractors who serve the Summer Academy.
2. Enter into a contract with the Executive Director as an independent contractor, who shall be responsible to the Summer Academy Board for the administration of the Summer Academy.
3. Obtain criminal background checks on all employees, consultants and independent contractors retained by the Board.
4. Establish and adopt policy and guidelines for the operation of the Summer Academy program.
5. Review and approve the Summer Academy annual budget submitted by the Executive Director on or before May 1 each year.
6. Review and approve the Summer Academy financial statements following the conclusion of each Summer Academy program year on or before October 10 each year.

D. The Summer Academy Board shall also have authority and duties necessary to achieve the purpose of this Agreement, to the extent that its action(s) is consistent with the intent and purpose of this Agreement and complies with all state and federal statutes applicable to the participating districts.

IV. OBLIGATIONS AND RESPONSIBILITIES OF PARTICIPATING DISTRICTS

- A. Appoint one representative (Superintendent or designee) and provide release time as necessary to serve as a member of the Summer Academy Board.
- B. Refer qualified students to the Summer Academy.
- C. Assist with recruitment of employees, consultants and independent contractors, such as:
 1. Summer Academy Board members participating on interview teams and the selection process for employees, consultants and independent contractors.

2. Summer Academy Board members providing input into the approval of course offerings.
 3. Posting and/or advertising for Summer Academy staff within member districts.
- D. Provide equipment for Summer Academy programs, including but not limited to computers.

V. POWERS AND RESPONSIBILITIES OF THE HOST DISTRICT

- A. The Host District for the Summer Academy shall be Independent School District No. 13, Columbia Heights Schools until June 30, 2023. The Summer Academy Board will decide on a Host District for the 2024 and 2025 sessions.
- B. The Host District shall provide the physical facilities and related services, such as custodial, technology, food service and other services, as determined by the Summer Academy Board.
- C. \$12,500.00 shall be paid to the Host District each fiscal year in compensation for services provided as the Host District.

VI. PROGRAMS AND SERVICES

- A. The rigorous summer enrichment opportunities shall be available for participating district-identified students. Summer Academy programs and services will be coordinated with district programs to enhance opportunities without conflicting with district programs through duplication of efforts.
- B. Joint research, evaluation and planning related to programs for district-identified students shall be carried out when authorized by the Summer Academy Board.
- C. Summer program attendance for students from non-participating districts shall be permitted on a space available basis, after a specified date, and may be at an alternative fee, as determined by the Summer Academy Board.

VII. FINANCING THE NORTH SUBURBAN SUMMER ACADEMY

The Summer Academy Board shall be empowered to finance the education programs implemented pursuant to the Agreement as follows:

- A. By payments in the form of student tuition to attend the Summer Academy, the amount to be determined by the Summer Academy Board.

- B. Student tuition shall cover all actual costs of the Summer Academy, including, but not limited to staff, transportation, field trips and supplies.
- C. By maintaining records, disbursing funds and accepting receipts in accordance with the budget as established by the Summer Academy Board.
- D. By recommending that the reserve fund balance be set at 5% of the most recent year's net tuition, to be reviewed annually.
- E. The fiscal year for the North Suburban Summer Academy shall be from July 1 through June 30.

VIII. POWERS AND RESPONSIBILITIES OF THE FISCAL AGENT

- A. The Summer Academy Board shall contract with a fiscal agent. The fiscal agent shall be Independent School District No. 832, Mahtomedi Public Schools, unless the Summer Academy Board decides otherwise.
- B. The fiscal agent shall pay bills, issue payroll checks, and receive monies for the Summer Academy, as well as provide financial statements of revenues and expenditures.
- C. The fiscal agent shall receive \$12,500.00 each fiscal year on June 30, as payment for services rendered.
- D. The fiscal agent shall receive \$4,500 each fiscal year on June 30, as payment for using their Eleyo registration software.
- E. The Summer Academy Executive Director shall have authority to approve expenditures that are no more than \$30,000. All expenditures in excess of \$30,000 must receive advance approval by the Summer Academy Board, or, if necessary, by the Executive Committee prior to disbursement of funds. All expenditures must be reported to the fiscal agent and the Summer Academy Board.
- F. The fiscal agent shall submit a report of any interest earned on Summer Academy funds to the Summer Academy Board each fiscal year for a determination regarding allocation.
- G. The duties and obligations of the fiscal agent are further set forth in Exhibit A, attached hereto and made a part hereof.

IX. TERM OF AGREEMENT, WITHDRAWAL AND TERMINATION

- 1. This Agreement shall remain in effect from March 1, 2023 through June 30, 2025, subject to termination described in this Agreement.

2. This Agreement shall terminate: (a) upon written agreement of all member districts; (b) upon operation of law or court order; or (c) when there are no more than two participating member districts.
3. A member district may withdraw from the North Suburban Summer Academy Program and this Agreement with written notice to all member school districts on or before December 31 of a contract year. A withdrawing member shall satisfy all of its financial responsibilities and other commitments up to the effective date of withdrawal.
4. Upon expiration or termination of this Agreement, any Summer Academy funds shall be distributed to the member districts at the time of expiration/termination, in amounts determined by the Summer Academy Board. Any property acquired on behalf of the Summer Academy as a result of this Agreement shall either be: (a) sold on the open market, on whatever terms the Board deems legal and desirable, and the proceeds (subject to outstanding interests of third parties) shall be distributed among participating member districts; or (b) distributed to participating member districts, as determined by the Academy Board.

X. INDEMNIFICATION AND LIMITATION OF LIABILITY

- A. Action by Parties to this Agreement are intended to be and shall be construed as a “cooperative activity” and it is the intent of the Parties that they shall be deemed a “single government unit” for the purposes of liability, as set forth in Minnesota Statutes §471.59, subd. 1a(a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Parties. The tort cap limits specified for cooperative agreements under Minnesota Statutes §471.59 shall apply to this Agreement and to the activities of the Parties to this Agreement. The statutory limits for the Parties may not be added together or stacked.
- B. To the fullest extent permitted by law, each member district of the North Suburban Summer Academy Program agrees to defend and indemnify the others, their school board members, and employees from and against all claims, damages, losses, and expenses, including attorneys’ fees, arising out of or resulting from the activities under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the member district, or anyone directly or indirectly employed or hired by the member district, or anyone whose acts the member district may be liable.
- C. The Board of Summer Academy shall purchase a policy of liability insurance, and may purchase such other insurance as it deems appropriate and necessary, covering the acts and omissions of the Board and the Parties to this Agreement and their employees, officials and agents, in an amount not less than the statutory maximum set forth in Minnesota Statutes §466.04. The cost of the liability insurance policy shall be paid from Summer Academy funds.

D. Nothing in this section shall be construed as a waiver by any participating member of the Summer Academy of any immunity, defenses or other limitations on liability to which the member is entitled by law.

XI. NOTICES

Any notices to or communication regarding Summer Academy for purposes of this Agreement shall be sent to:

Zena Stenvik, Superintendent
Columbia Heights Public Schools
1440 49th Avenue, N.E.
Columbia Heights, MN 55421

Summer Academy Executive Director:
Michael Schroeder
Michael.schroeder@isd623.org

Barb Duffrin, Superintendent
Mahtomedi Public Schools
1520 Mahtomedi Ave.
Mahtomedi, MN 55115

XII. COUNTERPARTS; FACSIMILE COPIES

This Agreement may be executed in two or more counterparts, each of which shall be considered an original, but all of which together shall constitute the same instrument. The Parties to this Agreement acknowledge and agree to accept and be bound by facsimile transmitted copies of this Agreement and its counterparts.

IN WITNESS WHEREOF, ISD No.11, ISD No. 12, ISD No.13, ISD No. 831, ISD No. 14, ISD No. 832, ISD No. 621, ISD No. 622, ISD No. 623, ISD No. 282, ISD No. 16, and ISD No. 624 have executed this Agreement by the signatures below and have approved this Agreement by their respective school boards, on the dates written below.

Independent School District No. 11

Date: _____

Independent School District No. 12

Date: _____

Independent School District No. 13

Date: _____

Independent School District No. 831

Date: _____

Independent School District No. 14

Date: _____

Independent School District No. 832

Date: _____

Independent School District No. 621

Date: _____

Independent School District No. 622

Date: _____

Independent School District No. 623

Date: _____

Independent School District No. 282

Date: _____

Independent School District No. 16

Date: _____

Independent School District No. 624

Date: _____

EXHIBIT A

FISCAL AGENCY AGREEMENT BETWEEN ISD NO. 832 AND NORTH SUBURBAN SUMMER ACADEMY

THIS AGREEMENT, is made and entered into by and between the North Suburban Summer Academy, hereinafter known as the "Academy", and Independent School District No. 832, Mahtomedi Public Schools, hereinafter known as the "District".

WHEREAS, the Academy provides a rigorous summer educational programs for district identified students in accordance with the Joint Powers Agreement by and between the twelve participating school districts, for the term March 1, 2023 through June 30, 2025; and

WHEREAS, the Academy obtains its funding through tuition, grants and other resources available to it; and

WHEREAS, the District's sole obligation shall be to act as fiscal agent as set forth in this Agreement; and

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein and other good and valuable consideration, it is agreed as follows:

1. The District shall serve as the fiscal agent to the Academy. Services shall include the reporting of the financial condition of the Academy in accordance with UFARS and standard financial practices. All funds and accounts of the Academy shall be maintained separate and apart from District funds and accounts.
2. The District shall include the Academy as part of its annual fiscal report, and that report shall be subject to regular District and State audits as required by law.
3. As payment for services provided by the District as fiscal agent, including but not limited to, custodial services provided during regular custodial shift hours, the Academy shall pay the District \$12,500.00 each fiscal year on June 30th. Such payments shall be made to the District on an annual basis and shall be received on or before the end of each contract year.

4. The Academy shall have access to District copy and duplication equipment for office and administrative purposes only. Said use shall be subject to mutual agreement by the Academy and the District, and shall be in accordance with duplication procedures in place within the District. The Academy shall provide at its expense all supplies needed for its use of district duplication equipment.
5. The Academy is organized as a cooperative, self-sustaining educational program through a Joint Powers Agreement, and is not a part of the legal structure of the District. The Academy is governed by its own Board of Directors, which is comprised of participating school districts. The Academy Board of Directors shall enter into whatever contracts it deems necessary to facilitate its purposes and programs.
6. To the extent that any profit or loss is sustained by the Academy, such profit or loss is attributed only to the Academy and its Board of Directors, and not to the District. The Academy Board of Directors shall designate the individual who shall have authority to approve and submit expenditures to the District for payment and shall provide to the District minutes of the Academy Board of Directors meeting(s) at which the Board designated such individual who shall have authority to approve and submit expenditures to the District. The Academy Board of Directors or its designee shall also provide the District with copies of all contracts or agreements, which are submitted to the District for payment, and all such contracts must be signed by the Chairperson or designee of the Summer Academy Board of Directors. As the fiscal agent for the Academy, the District shall not have authority to approve or disapprove expenditures, but shall only function as the conduit of monies received and expenditures made by the Academy, which have been approved by the Summer Academy Board of Directors in accordance with the Joint Powers Agreement.
7. The Academy may use the District's taxpayer identification number to purchase supplies and services necessary for the operation of the Academy.
8. The District shall issue a P-card for the Academy's use, permitting funds to be withdrawn directly from or deposited directly to the Academy's accounts payable and accounts receivable.
9. If the District provides services beyond those described in this Exhibit and the Joint Powers Agreement, such services and related payment must be approved by the Summer Academy Board or the Executive Committee (subject to Board Approval).

10. The Academy Board shall acquire and keep in full force and effect liability insurance coverage as is necessary to adequately insure against any and all potential losses resulting directly or indirectly from the operation of the Academy, and shall provide proof of such insurance to the District on an annual basis. The District shall be named as an additional insured on such insurance policy.
11. The Academy and the District shall assume full liability for its own activities and programs and shall indemnify and hold harmless each other, their officers, agents, and employees from any suits, claims, or liability arising under this Agreement or arising from their own operations.
12. The Academy and its Board shall determine what programs are offered each year, and shall determine all staffing needs each year, without the consultation or approval of the District.
13. All payments made in the operation of the Academy, shall be made from funds generated by the Academy and it is understood that under no circumstances is the District undertaking or obligated to provide its funds for the operation of the Academy.
14. No employee, independent contractor or agent of the Academy shall be considered an employee of the District for any purpose, including, but not limited to, salaries, wages or other compensation or fringe benefits; worker's compensation; unemployment compensation; teachers' or public employees' retirement; social security; liability; insurance; keeping of personnel records; termination or discharge of employment; individual contracts; and continuing contract rights.
15. The District shall have no authority under any circumstances to hire or retain, discipline, supervise, evaluate, provide work direction, set hours of work or operation of the Academy, or discharge any employee, independent contractor, or agent of the Academy.
16. This Agreement may be amended only in writing executed by both Parties.
17. This Agreement shall be governed by the laws of the State of Minnesota.
18. This Agreement shall be in full force and effect for the period from March 1, 2023 through June 30, 2025 and may be extended by mutual agreement. Either party wishing to terminate this Agreement must give a 90-day notice prior to the expiration date.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and each warrants that s/he is empowered and authorized to execute this Agreement.

North Suburban Summer Academy

By _____
Its _____

Date: _____

Independent School District No. 13

By _____
Its _____

Date: _____



Roseville Area Schools

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

Agenda Item: 5f

Agenda Topic: Flexible Learning Year Application for Harambee Elementary School
Meeting Date: March 7, 2023
Contact Person: Melissa Sonnek

Background:

Harambee Elementary School has operated on a year-round calendar (also known as a flexible learning year) since it opened in 1996. The Minnesota Department of Education requires districts with flexible learning year programs to submit a renewal application for approval every three years. Roseville Area Schools last submitted a flexible learning year application in 2019-2020. The attached application will be submitted to MDE for approval through the 2025-2026 school year.

Recommendation:

It is recommended that the board approve the flexible learning year application for Harambee Elementary School as presented.

XX Action Required _____ Informational – No Board Action Requested



Flexible Learning Year Application 2023-24

Applicants: Wait until you have completed your application and are about to submit to the Minnesota Department of Education (MDE) to enter these two dates:

March 24, 2023 Enter the first business date (during business hours) that MDE will have received this completed application from your district.

May 25, 2023 Enter 45 business days from that date here. Use this calculator. Exclude state holidays and weekends. This is when you can expect a decision from MDE, if not earlier.

Instructions

Please complete this form by typing your answer, or type "X" where indicated. The document will expand to fit your responses.

For a fall 2023 start date, please submit the application to mde.FlexibleLearning@state.mn.us no later than **Monday, April 3, 2023**. Please number all pages, including attachments. Applications will be reviewed within 45 business days of receipt per [Minnesota Statutes, section 124D.122](#). Please contact [Cynthia Jackson](#) at MDE at 651-582-8572 or mde.FlexibleLearning@state.mn.us if you have questions or need technical assistance.

Applicant Information

School District Name: Roseville Area Schools

District Number: ISD 623

Site Name: (if applicable): Harambee Elementary School

School District Address: 1251 County Rd B2 W, Roseville, MN 55113

School District Phone: 651-635-1600

Superintendent Name: Dr. Jenny Loeck

Email Address: jenny.loeck@isd623.org

Note: If a consortium of school districts is applying, please copy and paste the section above to include additional districts. Please also complete the following table.

Name of Flexible Learning Year Program	Consortium Contact Name and Title	Mailing Address	Phone Number	Email Address
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Name of Flexible Learning Year Program	Consortium Contact Name and Title	Mailing Address	Phone Number	Email Address
NA	NA	NA	NA	NA

This application is:

New

Renewal. For what school year was Flexible Learning Year first approved? 1996

MDE requested revision of an application currently under review

Basics of Your Proposed Program

School Years. Our district is applying for the following school years. Type “X” for all that apply where applicable:

Year 1: 2023-24

Year 2: 2024-25

Year 3: 2025-26

Pre-Labor Day. Does the calendar for any of the proposed implementation years involve a pre-Labor Day start? Type “X” where applicable:

No

Yes. If yes, list start dates for each year.

2023-24: Enter dates here

2024-25: Enter dates here

2025-26: Enter dates here

Type of Program. Please type “X” to identify the type of flexible learning year program you are applying for ([Minn. R. 3500.1000, subp. 3](#)).

45-15.

Flexible All-Year

Extended Learning Year

Four-Quarters

Quinmester

Four-Day Week, Renewal Only. No new applications will be considered.

Other Describe your district's "other" category: Enter text here

Purpose for Proposed Flexible Learning Year Program

Flexible learning year programs shall be designed to accomplish at least one of the following. Please type "X" to identify all of the following purposes that apply to your program.

Improve instructional quality

Increase cost-effectiveness

Make better use of community resources

Establish alternative eligibility criteria to identify pupils in need of special education services

Pre-Labor Day Starts

If your proposal requests a pre-Labor Day start, describe how a pre-Labor Day start is critical to achievement of the indicated purpose(s).

Our proposal does not request a pre-Labor day start.

Research, Rationale and Other Background

Why this route?

Roseville Area Schools seeks to continue operating Harambee Community Cultures/Environmental Science School on a 45-15 calendar. Harambee (formerly Tri-District) opened in 1996 as a year-round inter-district magnet school. For more than 25 years, Harambee has provided families in the east metro region of the Twin Cities with a year-round option for elementary school. Harambee's 45-15 calendar includes the same number of school days as a traditional 9-month calendar, but on a year-round calendar the days are arranged differently. Students attend school for approximately 45 days and then have a 15-day break called intersession. The students also have a vacation in December and July. The primary goal of the program is to improve educational outcomes for all students. The main objectives of the program are as follows:

- Eliminate the significant learning loss that occurs during the summer and with it the time that is spent re-teaching each fall.
- Allow students to receive remediation and enrichment immediately. The intersession is the perfect time to receive extra help for enrichment and creativity.

- Increase student interest in learning. Studies show that with regular breaks student interest remains high all year.
- Allow time for students whose primary language is not English to continue to develop language skills.

For renewing districts – Is this model worth continuing?

Since the program started, Harambee has provided intersession targeted services programming during three of the four intersession breaks. Kaleidoscope (formerly Bridges) is an optional program offered to students at Harambee during the November, February, and May intersession breaks. Kaleidoscope provides remedial and enrichment classes through hands-on theme based instruction. Kaleidoscope classes primarily focus on math and/or reading skills for students that have been identified as needing additional academic support while integrating arts, science, and social studies.

Coming back from distance learning and COVID, we are celebrating our Kaleidoscope programming once again running at full strength. We are able to offer classes to students in all grades, K through 6, and at all levels. In addition to offering classes to all students, we are also able to offer transportation and meal services (breakfast and lunch) to all students who attend. Providing transportation for intersession programming is easier with the 45-15 calendar because we are able to run our regular bus routes making it simple for students to continue with their normal daily routine. This allows all of our learners, and especially those who thrive on routine, to move into and out of Kaleidoscope and regular school programming with less friction.

A few examples of Kaleidoscope classes that have been offered include: Ideas & Inventions, Crack the Code, Reader's Theater, Marvelous Mathematical Minds, The Science of Sound, Express Yourself with Art, and Songs, Stories & Stage. Kaleidoscope has also allowed us to build relationships with outside programming that we are able to bring into our building. One example of this is working with Kids Create to provide every Kaleidoscope student with the opportunity to build and work with clay.

In addition to allowing opportunities for targeted differentiation through Kaleidoscope, the 45-15 calendar also allows us to be better at and continuously improve our Tier 1 instruction. We know that we cannot intervene our way to success. All students need and deserve solid Tier 1 instruction if they are to be successful. Having the break between quarters allows time for our building administrative and leadership teams to reassess and evaluate which of our strategies are working and which strategies need improvement in our School Improvement Plan. This break gives time to realign our building professional development to ensure that we are being the most effective with our instruction.

Following a 45-15 calendar also allows Harambee to fully live into its mission as an Environmental Science school. We are lucky that Harambee sits on 28 acres of land that include an outdoor classroom, raised garden beds, multiple types of environments to explore, and countless learning opportunities. Holding classes in all four seasons allows teachers to utilize our learning spaces to their fullest extent and engage students in math, reading, and science lessons that would not be possible inside a classroom or within a nine month calendar.

Without the 45-15 calendar, it would be difficult to provide students and families with the same access to these opportunities.

Instructional impact:

In the fall of 2019, we were celebrating the following success indicators at Harambee:

- MCA Math Proficiency increased almost 8%
- Black students’ MCA Math Proficiency increased by almost 17%
- The achievement gap for black students in Math was cut in half

Unfortunately this process was interrupted by the COVID-19 pandemic and all that came with it. Spring of 2020 there was no MCA testing. When we tested the following year, we saw declines in these areas. We are optimistic that the futher away we get from COVID-19 the more these success indicators will rebound.

We attribute the success we experienced in 2019 to a strong focus on professional learning communities and “Brain Space” time. This includes a focus on standards and common formative assessments. Then teachers met weekly, sometimes twice a week, to create flexible student groups. The students would then go into different large and small groups during Brain Space for reteaching or an extention of the standards. We are continuing to use this model as we recover learning interruptions from the COVID-19 pandemic and continue our work to shrink opportunity and achievement gaps.

Leverage and coordination: What else, if anything, would you like MDE to know?

The flexible learning year program will be evaluated based on the following measures to determine progress in striving to create the world’s best workforce:

- Reading Well By Third Grade
- Closure of Achievement Gaps

Roseville Area Schools’ strategic plan is directly aligned to the World’s Best Workforce goals. District administration provides regular updates to the school board and community on its performance across multiple and varied metrics. Harambee’s program will be measured using this same system.

Goals

List the S.M.A.R.T. (**S**pecific, **M**easurable, **A**chievable, **R**ealistic, **T**ime-Bound) goals and objectives of your program ([Minn. R. 3500.1000, subp. 3](#)). At least one Flexible Learning Year goal must be academic.

We have three SMART goals as areas of focus at Harambee. In this section we will describe our goals, action steps and measurement of success.

Strategy 1: 80% of students who fall within the high-risk or some-risk category on their earlyReading or aReading fall 2022 assessment will make aggressive growth by the end of the year as evidenced by their spring 2023 earlyReading or aReading assessment.

Implementation Plan for Strategy #1

Action Step	Position(s) Responsible	Resources Needed	Start Date	End Date	Expected Outcome of the action and measure of whether it was achieved
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LETRS Training	K-4, EL, SPED teachers, coaches, admin	LETRS Training (district provided); time in building for online modules and Bridge to Practice (building provided)	August 2022	July 2023	<ul style="list-style-type: none"> Staff will complete all assigned units with a goal of completion at mastery as evidenced by LETRS Training Completion Certificates Staff will show growth in literacy instruction as evidenced by pre and post tests for each unit
Introduce AVID strategies	All teachers, PLC/AVID Coordinator, Admin	PD at staff meetings on elements of WICOR	August 2022	July 2023	<ul style="list-style-type: none"> Staff will be exposed to AVID strategies and can begin to use them in their classrooms. A portfolio of staff deliverables will be collected over time to demonstrate their learning.
Continue and refine use of Thinking Maps building wide	All staff, ATPPS Lead, PLC/AVID Coordinator, Admin	<u>PD at staff meetings</u> , PLC/CT planning guides	August 2022	July 2023	<ul style="list-style-type: none"> Teachers will use thinking maps across the literacy curriculum and will submit examples of student work encompassing all 8 Thinking Maps.
Family night helping caregivers understand how to support their students in using Thinking Maps	Staff, students, and families	Time, building space, teachers, meal	Sept. 2022	Nov. 2022	<ul style="list-style-type: none"> Families will learn how students use Thinking Maps as evidenced by creating one with their student at the event.
Building-wide structure for TIER 1 instruction	Admin	Clear and concise instruction around instructional expectations; time, PD, PLC time	August 2022	July 2023	<ul style="list-style-type: none"> Clear written expectations and a “look-for” checklist of what is expected for TIER 1 instruction will be shared with all staff at the beginning of the year Walk through observations will record staff successes
Continued use of PLC framework	All staff, PLC Coordinator, admin	CT time, PD, clear and concise direction for use of CT time, PLC	August 2022	July 2023	<ul style="list-style-type: none"> CT deliverables Refined CFAs and data collection

		planning days, six week planning cycles in CTs			<ul style="list-style-type: none"> Brain Space planned for and used effectively as evidenced by growth on CFAs Develop CSAs
Pilot Amplify ELA curriculum at K and 1	Kleemeier, Dzik, Miller, admin	Copies of curriculum to be piloted, ELA committee meetings	August 2022	July 2023	<ul style="list-style-type: none"> Using rubrics to give feedback to the ELA Curriculum Committee.

Annual Evaluation for Strategy #1

Process and measure(s) that will be used to determine **the fidelity of implementing the strategy as intended.**

The following evidence will be collected to determine the fidelity of implementing this strategy: staff LETRS growth scores, staff LETRS certificates of completion, portfolio of staff work demonstrating AVID strategies, examples of all 8 thinking maps from all grades, family night sign in and feedback, tier 1 instruction expectations and “look-for” checklist, data collected from walk-throughs using “look-for” checklist, CT deliverables from CT time, CFA data, brain space data. These items will be used to determine if strategies are effective or if we need to re-align our work.

Process and measure(s) that will be used to determine **progress toward achieving the SMART Goal.**

earlyReading and aReading will be given three times a year. The winter assessment will be used to determine growth towards our SMART Goal. CFA and CSA data and brain space data will also be used to determine if students are showing aggressive growth.

Strategy #2: The number of students who score in the “low risk” and “exceeds” categories on spring earlyMath and aMath will increase from 29.99% to 50%.

Implementation Plan for Strategy #2

Action Step	Position(s) Responsible	Resources Needed	Start Date	End Date	Expected Outcome of the action and measure of whether it was achieved
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Modify and refine current CFAs to align with district power standards	All staff, PLC coordinator, admin	Time, PD, PLC planning days	August 2022	July 2023	<ul style="list-style-type: none"> Power standards document that lists “I Can” statements and aligns standards with CFAs
Modify and refine current pacing calendars to align with district power standards	All staff, PLC coordinator, admin	Time, PD, PLC planning days	August 2022	July 2023	<ul style="list-style-type: none"> Pacing guide document
Piloting CGI strategies in third grade	Melissa Hein, admin	District math leadership team meetings, district developed CGI resources	August 2022	July 2023	<ul style="list-style-type: none"> Student work samples and CFA data will be collected to determine the effectiveness of CGI strategies Reporting back to District Math Leadership Team about the effectiveness of strategies
Building-wide structure for TIER 1 instruction	Admin	Clear and concise instruction around instructional expectations; time, PD, PLC time	August 2022	July 2023	<ul style="list-style-type: none"> Clear written expectations and a “look-for” checklist of what is expected for TIER 1 instruction will be shared with all staff at the beginning of the year Walk through observations will record staff successes

Process and measure(s) that will be used to determine **the fidelity of implementing the strategy as intended.**

The following evidence will be collected to determine the fidelity of implementing this strategy: Power standards document, pacing calendars, CFAs and their data, tier 1 instruction expectations, “look-for” checklist, data collected from walk-throughs using “look-for” checklist, and continuous staff feedback on PD offered in staff meetings and what other opportunities staff want for further learning . These items will be used to determine if strategies are effective or if we need to re-align our work.

Process and measure(s) that will be used to determine **progress toward achieving the SMART Goal.**

earlyMath and aMath will be given three times a year. The winter assessment will be used to determine growth towards our SMART Goal. CFA data will also be used to determine if students are showing growth towards the goal..

Strategy #3: Calls to the office for support will be reduced by at least 50% from 1085 in the 2021-2022 school year to 542 or less calls in the 2022-2023 school year.

Implementation Plan for Strategy #3

Action Step	Position(s) Responsible	Resources Needed	Start Date	End Date	Expected Outcome of the action and measure of whether it was achieved
Use student assistance team	SAT Team, admin, all staff	Time in schedule, SAT expectations	Sept. 2022	July 2023	<ul style="list-style-type: none"> Wednesday morning SAT rotation (each team will meet once every six weeks) SAT Process will be followed, including data collection
House System	House Team, admin, all staff	House time in schedule, ready-to-go house activities and lessons	Sept. 2022	July 2023	<ul style="list-style-type: none"> All students will be assigned to a house “House Fridays” - students will meet in their houses to reinforce SEL lessons taught in classes House points will reinforce positive behaviors
Analyze (and celebrate) quarterly data	Staff, students, families, admin	SWIS	Sept. 2022	July 2023	<ul style="list-style-type: none"> SWIS data will be reviewed at each Leadership Team

					<p>meeting - data analysis protocol will be followed</p> <ul style="list-style-type: none"> Once a quarter, data will be presented at an all staff meeting
Direct SEL instruction	Classroom teachers, SEL/Leadership Team, admin	PD on CASEL and MN SEL standards	Sept. 2022	July 2023	<ul style="list-style-type: none"> PD during staff meetings will be offered on CASEL/MN SEL standards Feedback from staff will be collected monthly
Morning meeting and closing circle	All staff, SEL Team, admin, students	Time provided in schedule, ready-to-teach SEL lessons provided by SEL Team, MM and CC expectations	August 2022	July 2023	<ul style="list-style-type: none"> Observations of classrooms during MM and CC Ready-to-teach SEL lessons
Mighty Monarch Student Recognition	All staff, admin, students	True Monarch shirts, nomination process, time	Sept. 2022	July 2023	<ul style="list-style-type: none"> Students recognized and celebrated for going above and beyond what is expected Reduction in referrals and office calls for support
Attendance intervention	Attendance team (social worker, nurse, classroom teacher as needed, admin)	Time	Sept. 2022	July 2023	<ul style="list-style-type: none"> Student attendance will be correctly tracked and reported in Synergy Attendance interventions will be implemented and tracked
Building-wide structure for TIER 1 instruction	Admin	Clear and concise instruction around instructional expectations; time, PD, PLC time	August 2022	July 2023	<ul style="list-style-type: none"> Clear written expectations and a "look-for" checklist of what is expected for TIER 1 instruction will be shared with all staff at the beginning of the year Walk through observations will record staff successes

Annual Evaluation for Strategy #3

Process and measure(s) that will be used to determine **the fidelity of implementing the strategy as intended.**

The following evidence will be collected to determine the fidelity of implementing this strategy: data from Student Assistance Team, student referral data from SWIS, attendance data, classroom observations

Process and measure(s) that will be used to determine **progress toward achieving the SMART Goal.**

Data collected by recording all office calls for behavior assistance on a Google Form and behavior referrals in SWIS will be used to determine progress toward achieving our SMART Goal. Data will be analyzed monthly by the building leadership team to help track progress towards meeting our goal.

Explain how these goals and objectives align to the World's Best Workforce initiative ([Minn. Stat. § 120B.11](#)) and, if applicable, to any Achievement and Integration plans ([Minn. Stat. § 124D.61](#)).

The goals and objectives for Harambee's flexible learning year program directly align with the World's Best Workforce initiative. We share the goal of having all third grade students achieve grade-level literacy. We are also committed to closing the achievement gap among all racial and ethnic groups of students and between students living in poverty and students not living in poverty.

The primary educational benefit of a 45-15 calendar is that it facilitates continuous student learning. According to a study done for the New York Board of Regents (1978), students forget much of what they learned in school while on a long summer break. This is particularly true of disadvantaged students and students for whom English is a second language. Our balanced calendar eliminates lengthy breaks that can lead to learning loss. With a 45-15 calendar, less is forgotten over the shorter vacations, and teachers spend less time reteaching.

Students with learning disadvantages may receive academic benefits from a 45-15 calendar. Research demonstrates that when a flexible learning year program is accompanied by enrichment and remedial programs and other extensions of the year, achievement effects tend to be positive (The Century Foundation, 2004). For those students without intellectual stimulation, enrichment, or reinforcement during the summer, summertime can be intellectually detrimental. Intersession programming, provided during the 15-day breaks, allows for more ongoing and differentiated learning in literacy and math for English learners and students living in poverty.

Harambee serves a diverse student population. Twenty-three percent of our students are English learners, 70% of our population is eligible for educational benefits and 82% are students of color. A flexible learning year program is a proven strategy to ensure our students' progress and growth toward career and college readiness.

Roseville Area Schools participates in the Achievement and Integration for Minnesota program. The Achievement and Integration for Minnesota program was established to pursue racial and economic integration, increase student academic achievement, create equitable educational opportunities, and reduce academic disparities based on students' diverse racial, ethnic, and economic backgrounds in Minnesota public schools. From 1999 to 2013 Harambee was a program within the East Metro Integration District, a collaborative effort to foster voluntary integration among St. Paul Public Schools and suburban school districts in the eastern Twin

Cities metro area. Harambee continues to enroll students from St. Paul and a variety of other suburban districts. Harambee is also an option school within the Roseville district. As an inter-district magnet school Harambee provides a learning environment that offers students and families an innovative and integrated school enrollment choice.

Instructional Hours

Student Grade Level	2022-23 hours (pre-approval base year)	2023-24 Hours	2024-25 Hours	2025-26 Hours
Kindergarten without a disability	1,078	1,065	1,091	1,091
Grades 1-6	1,084	1,071	1,097	1,097
Grades 7-12	1,112-1,132	1,112-1,132	1,112-1,132	1,112-1,132

Exemptions

Does the proposed program request exemption from any specific state rules ([Minn. R. 3500.1000, subp. 3](#))? Please type “X” to indicate your answer.

X ___ No ___ Yes

If yes, please identify the Minnesota Rules and the reason for exemption:

NA

Public Hearings and Other Outreach

School District Name: Roseville Area Schools

Meeting dates and times	Attendance minus employees and board	Concerns raised	How concerns were addressed

Meeting dates and times	Attendance minus employees and board	Concerns raised	How concerns were addressed
Thursday, January 12 @ 5:30 PM	25 families	<p>Difficulty in matching middle school and elementary school schedule.</p> <p>Hard to get kids to go to bed in the summer when it is still light out.</p>	<p>Families raised concerns at the meeting. We were able to discuss solutions other families have used in the past. We were also able to connect current families with concerns with previous Harambee families who have managed the same concerns. These families were able to share solutions that worked for them.</p>

Note: If a consortium of school districts is applying, please copy and paste the table above and the line for the school district name, and fill them out for each additional school district.

How was attendance publicized and encouraged?

NA

What other ways did the district(s) solicit input from stakeholders?

NA

Negotiations

Have you completed negotiations? Please type "X" to indicate your answer.

Yes, negotiations are complete. Attach signed Memoranda of Understanding related to Flexible Learning Year (*label as Attachment B*).

No, the negotiations are in process. Explain: Enter text here

Not applicable. Explain: Enter text here

Board Approval

Has your school board(s) approved this flexible learning year program? Type "X" to indicate your answer.

Yes. If yes, attach school board minutes (*please label as Attachment C*). If a consortium, attach school board minutes from each district.

No. If no, do not submit the application until the school board(s) have approved this program.

Assurances

Type "X" for each applicable assurance.

District(s) assures that MDE will receive a final evaluation report by the August 15 following the end of the approval period. **For a three-year application, this will be August 15, 2026. This evaluation must include analysis of whether goals were met and what adjustments were made along the way to increase likelihood that they would be.**

District superintendent and school board chair assure that school calendars during the proposed school year will comply with [Minnesota Statutes, section 120A.40](#), and the number of instructional hours will comply with [Minnesota Statutes, section 120A.41](#).

If the proposed program involves alternative eligibility for special education services, the superintendent and school board chair assure that parents whose children will be involved will be fully informed at the individualized education program (IEP) meeting and shall have the opportunity to approve or disapprove of placement in the experimental program. If this does not apply, leave blank.

District superintendent and school board chair assure the proposed program complies with the Compulsory Instruction Statute ([Minn. Stat., section 120A.22](#)).

District superintendent and school board chair assure the proposed program does not request or permit exception to statutes covering employment of unlicensed teachers and aid reduction ([Minn. Stat., section 124D.127](#)).

District superintendent and school board chair assure the proposed program does not discriminate on the basis of race, color, creed, religion, marital status, status with regard to public assistance, sex or national origin when assigning pupils to attendance groups ([Minn. Stat., section 124D.123](#)).

All facilities maintained by the district are covered in the district's application, so [Minnesota Statutes, section 124D.125](#) does not apply.

If this application covers fewer than all of the facilities maintained in the district, there are additional requirements ([Minn. Stat., section 124D.125](#)). The district superintendent and school board chair assure that:

The board of the district has made every reasonable effort to assign qualified teachers who prefer a traditional schedule to facilities of the same level retaining a traditional schedule.

A full-time teacher currently employed by a district that converts to a flexible learning year program will not, without the teacher's written consent, be required to teach under this program; (1) more or less than the number of scheduled days or their equivalent the facilities of the district were maintained during the year preceding implementation of the flexible learning year program; (2) in a period of the calendar year substantially different from the period in which the teacher taught during the year preceding implementation of the flexible learning year program.

In no event will a teacher's continuing contract rights to a position held the year preceding implementation of a flexible learning year program or teaching experience earned during a probationary period the year preceding implementation be lost or impaired upon adoption of a flexible learning year program. If the year of

teaching preceding implementation was the end of a probationary period, the continuing contract right to a full year's contract which normally would be acquired for the next succeeding learning year will be acquired in the year of adoption of the flexible program.

The district has entered into one contract governing the entire learning year with each teacher employed in a flexible program. If individual teachers contract to teach less than a period of 175 days during a learning year, each 175 days of employment accrued during any five-year period after the adoption of a flexible learning year program will be deemed consecutive and constitute a full year's employment for purposes of establishing and retaining continuing contract rights to a full learning year position ([Minn. Stat., section 122A.40, subd. 5 and 7](#); [Minn. Stat., section 122A.41, subd. 2 and 4](#)). A teacher who has not been discharged or advised of a refusal to renew the teacher's contract by the applicable date, as specified in [Minnesota Statutes, section 122A.40 or 122A.41](#), in the year in which the teacher will complete the requisite number of days for securing a continuing contract will have a continuing full learning year contract with the district.

Continuing contract rights established pursuant to this section will not be impaired or lost by the termination of a flexible learning year program.

Attachments

Attachment A: Academic Calendars for 2023-24, 2024-25 and 2025-26

Attachment B: Signed Memoranda of Understanding (if applicable).

Attachment C: School Board minutes that approved this specific plan to be submitted to MDE to be considered for approval by the commissioner of education.

Signatures

By signing below, we hereby agree to fully comply with the above assurances.

X

Superintendent Signature

X

Board Chair Signature

Superintendent Name: _____ **Date:** _____

Board Chair Name: _____ **Date:** _____

If this application is for a consortium of districts, signatures must be obtained from superintendents and board chairs of each district. Please add additional lines to include more signatures.



Roseville Area Schools

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

Agenda Item: 5g

Agenda Topic: Approve Construction Fund Disbursement Request – Certificates of Participation 2021A

Meeting Date: March 7, 2023

Contact Person: Shari Thompson

Background:

The proceeds generated by the sale of Certificates of Participation for completion of the construction of Anpétu Téča Education Center are being held in escrow with Zion Bank. Each month the district will make a request to disburse the funds required to reimburse the payment applications paid out to contractors.

The total application amount for March is \$250,119.44, which is the sum of disbursements for December 2022 and January-February 2023.

Recommendation:

It is recommended that the board approve the disbursement request for \$250,119.44 to Zion Bank from the Construction Fund, the amounts shown on attached Schedule A.

XX Action Required _____ Informational – No Board Action Requested

EXHIBIT C
DISBURSEMENT REQUEST

\$17,510,000
CERTIFICATES OF PARTICIPATION, SERIES 2021A
Evidencing the Proportional Interests of the Registered Owners thereof in
Lease Payments under a Lease-Purchase Agreement, dated as of March 1, 2021
Between INDEPENDENT SCHOOL DISTRICT NO. 623 (ROSEVILLE AREA SCHOOLS),
RAMSEY COUNTY, MINNESOTA, as Lessee, and
ZIONS BANCORPORATION, NATIONAL ASSOCIATION, as Lessor

DISTRICT REQUEST NO. 12
FOR DISBURSEMENT FROM CONSTRUCTION FUND
March 7, 2023

Zions Bancorporation, National Association
111 West Washington Street, Suite 1860
Chicago, IL 60602
Attention: Robert Cafarelli

The undersigned does hereby certify pursuant to Section 3.03 of the Indenture of Trust, dated as of March 1, 2021 (the "Indenture"), by Zions Bancorporation, National Association, a national banking association (the "Trustee"), and joined in by Independent School District No. 623 (Roseville Area Schools, Ramsey County, Minnesota, a public school district and political subdivision of the State of Minnesota (the "District")), as follows:

- (1) I have read said Section 3.03 and the definitions in the Indenture relating thereto. All capitalized terms used in this District Request have the meaning given to them in the Indenture. This Request is being delivered to the Trustee in accordance with said Section 3.03.
- (2) The amount and nature and the name and address of the payee of each item of Project Costs paid by and requested to be reimbursed to the District is attached hereto as SCHEDULE A, together with a cancelled check or receipt for such payment.
- (3) The amount and nature and the name and address of the payee of each item of Projects Costs due and payable by the District, and requested to be paid to a person other than the District is attached hereto as SCHEDULE B.
- (4) The documents required by Section 3.03 of the Indenture are attached.
- (5) Each item of cost for which payment or reimbursement is requested is or was necessary in connection with the Certificate-Financed Project and qualifies as a Project Cost under the Indenture.
- (6) There has not been filed with or served upon the District any notice of any lien, right to a lien or attachment upon or claim affecting the right of any such Person to receive payment of the amount stated in this Request that has not been released or will not be released simultaneously with the

payment of such obligation, except for liens arising from indebtedness then being diligently contested in good faith by the District.

(7) No item of cost requested to be paid or reimbursed by this Request has formed the basis for any previous payment from the Construction Fund.

(8) The balance remaining in the Construction Fund, after disbursement of money therefrom in accordance with this Request, together with any other money available to the District for such purpose, will be sufficient to pay the remaining Project Costs.

(9) No default by the District under the Indenture has occurred that has not been cured.

(10) All representations and warranties made by the District in the Indenture and in the Lease-Purchase Agreement, dated as of March 1, 2021, between the District, as lessee, and the Trustee, as lessor, are true and correct on and as of the date of this Request with the same effect as if made on this date.

You are hereby requested to disburse from the Construction Fund the amounts shown on SCHEDULE A and SCHEDULE B and to make payment to the Persons entitled to receipt thereof as shown on said schedules as of the date and year first written above.

**INDEPENDENT SCHOOL DISTRICT NO. 623
(ROSEVILLE AREA SCHOOLS), RAMSEY
COUNTY, MINNESOTA**

By _____

Its Chair

By _____

Its District Clerk

SCHEDULE A

Project Costs to be reimbursed to the District are set forth below. Attached to this District Request are canceled checks, invoices marked "paid," or other evidence of payment of such Project Costs. All such Project Costs are eligible for payment pursuant to the terms of Treasury Regulations, Section 1.150-2.

<u>Amount</u>	<u>Payee</u>	<u>Description of Expense</u>
\$166,637.00	ISD 623	Reimbursement 12/29/22 expenses paid
\$7,694.40	ISD 623	Reimbursement 1/20/23 expenses paid
\$1,529.20	ISD 623	Reimbursement 1/30/23 expenses paid
\$9,297.60	ISD 623	Reimbursement 1/31/23 expenses paid
\$64,961.24	ISD 623	Reimbursement 2/10/23 expenses paid
\$250,119.44 TOTAL DRAW		



Roseville Area Schools

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

Agenda Item: 5h

Agenda Topic: Acceptance of Grant Award from MDE – Outdoor Learning to Support Kindergarten Transitions

Meeting Date: March 7, 2023

Contact Person: Shari Thompson

Background:

Harambee Elementary School teachers Melissa Kleemeier, Sarah Gilpin and Kristen Lonetree applied for and were awarded a grant totaling \$17,344.22 for outdoor instructional supplies for Harambee's Natural Play program. Grant funding is provided by the Minnesota Department of Education.

Recommendation:

It is recommended that the board accept the grant award of \$17,344.22 from the Minnesota Department of Education.

Action Required

Informational – No Board Action Requested

Outdoor Learning to Support Kindergarten Transitions JPA Application

1. The government unit applying for this JPA Contract is a:

School District

2. Government Unit Name:

Harambee Elementary School: ISD 623

3. Government Unit Address:

30 East County Road B
Maplewood, MN 55117

4. Primary e mail contact (may be a team member)

melissa.kleemeier@isd623.org

5. Kindergarten Teacher

Please select the role this team member fills

Name

Melissa Kleemeier

School

Harambee Elementary

E mail address

melissa.kleemeier@isd623.org

Position Title

Please list any specific expertise

By checking this box, I am confirming that a relevant supervisor or program leader is aware of and supports my participation in this project.

Confirm

6. Early Learning Provider

Please select the role this team member fills

Name

Sarah Gilpin

Organization

Harambee Elementary School

E mail address

sarah.gilpin@isd623.org

Position Title

Preschool Teacher

Please list any specific expertise

By checking this box, I am confirming that a relevant supervisor or program leader is aware of and supports my participation in this project.

Confirm

7. Community Partner

Please select the role this team member fills

Name

David Grack EdD

Organization

Jeffers Foundation

E mail address

david.grack@jeffersfoundation.org

Position Title

Director of Education

Please list any specific expertise

Lead facilitator of educational workshops

By checking this box, I am confirming that a relevant supervisor or program leader is aware of and supports my participation in this project.

Confirm

8. Does your team include additional members?

Yes

9. Team Member

Please select a role this team member fills

Other

Name

Kristen Lonetree

Organization

Harambee Elementary School

E mail address

kristen.lonetree@isd623.org

Position Title

First grade teacher

Please list any specific expertise

By checking this box, I am confirming that a relevant supervisor or program leader is aware of and supports my participation in this project.

Confirm

10. Does your team include additional members?

No

11. Team Member

Please select the role this team member fills

Name

Organization

E mail address

Position Title

Please list any specific expertise

By checking this box, I am confirming that a relevant supervisor or program leader is aware of and supports my participation in this project.

Does your team include additional members?

11. Team Member

Please select the role this team member fills

Name

Organization

E mail address

Position Title

Please list any specific expertise

By checking this box, I am confirming that a relevant supervisor or program leader is aware of and supports my participation in this project.

Does your team include additional members?

Please list additional members here. Include name, role/position, and e mail.

11. Statement of Interest: Why is this project important to the team? (approx. 200 words)

The mission of Harambee's Nature Play program is to nurture the academic, cognitive and social emotional development of our diverse young learners (86% students of color) through year-round, outdoor, nature-based play experiences. When outside with students we see and hear such beautiful things.

- taking risks by climbing trees
- busily collecting pinecones into their wagon and hauling them to, "cook soup".
- hauling twigs and branches to make a "house", under a tree
- exploring the land to find frogs, insects and animal tracks and noticing, "Teacher this bug has red stripes."
- playing with and mixing water, "Please don't splash me."
- raking and crushing leaves

We whole-heartedly believe through research and our own experiences outside with children, that learning outdoors opens young minds to wonder, worlds unknown and is equitable for all. We need the financial support to continue and expand these experiences beyond our current capacity.

12. Goal 1

Harambee's diverse student population will build an understanding and appreciation for the natural world while participating in exploration and observation of the outdoors through teacher and student led play experiences.

Action steps:

- teachers and students research and create lessons to teach about the plants and animals that thrive in Harambee's ecological community and best ways to respect and protect that community
- research and create lessons to teach about the history of Harambee's outdoor space and the Indigenous peoples to which the land belongs
- create a common land acknowledgement statement to be said by all grade levels before utilizing Harambee's outdoor space

13. Goal 2

Harambee's preschool, kindergarten and first grade teachers will learn and collaborate through professional development with our partner, Jeffers Foundation to:

- effectively use Harambee's outdoor space for Nature Play and learning
- incorporate a variety of academic content areas (art, literacy, STEM etc.) into student learning experiences in Harambee's outdoor space

Action steps:

- our JPA Contract team will meet monthly to plan, document and implement outdoor educational experiences

14. Goal 3

Bring multi-grades of children, their teachers and families together to provide outdoor learning experiences that aid the transition through grade levels, especially the transition from preschool to kindergarten.

Action steps:

- plan and invite families to come experience Harambee's outdoor learning space with their children, once monthly
- plan bi-monthly, multi-grade outdoor learning and Nature Play experiences

15. Please describe how robust, developmentally appropriate outdoor learning in kindergarten will be sustained after the contract period (approx. 200 words)

Harambee teachers know and have seen the benefit of Nature Play spaces for students' academic, cognitive and social emotional growth. We have attempted to create and maintain an outdoor Nature Play area that is not financially supported by the school district. This area is showing age due to normal wear and tear and without financial support it will continue to deteriorate. Through our experience of creating this space on our own, providing for it through a handful of family donations, money out of our own pockets and our time and labor, we are confident that with this JPA Contract, we can maintain this area for years to come through:

- sharing and modeling our Jeffers Foundation professional development expertise with our preschool, kindergarten and first grade colleagues in order to expand Nature Play to more Harambee Elementary classrooms. This will engage approximately 140 students every year.
- sustain the partnership with Jeffers Foundation beyond this grant
- provide Nature Play experiences for the same groups of students across a three-year timespan and consistently adding new preschool students every year.

16. Please upload a budget justification.

Contracts will not exceed \$20,000.

Contract funds may be used for:

Costs related to outdoor learning professional development opportunities

Outdoor learning materials (excluding permanent structures)

Select landscape costs

Staffing costs to provide time for activities such as team collaboration and planning outside of contract hours

[Budget Justification.pdf](#)

17. Please upload a statement of support from school principal or Tribal Nation Director of Education.

[Statement of Support.pdf](#)



Harambee Elementary School

30 East County Road B • Maplewood, MN 55117

PHONE 651-379-2500 • FAX 651-379-2590 • harambee.isd623.org

At Harambee, we are lucky to have 28 acres of land that our students use to learn and grow. Our nature play area, used by our youngest learners, is a space that helps students learn how to interact with and learn from nature while preparing them to fully experience the outdoor learning opportunities they will experience during their years at Harambee. As the building principal, I love hearing stories about the creativity in which students engage during nature play. I also enjoy being able to go outside with our students and watch them practice their scientific observations and social interactions. Nature play is also a place that affords students the opportunity to come up with a great idea, try it out, and then try again when the first way does not work.

It is my belief that every building should have a nature play area. A learning space free of screens yet still full of technology (it is amazing to watch a five-year-old figure out how to move a rock by creating a lever from a tree branch before they have the language to name what they are doing). It is without reservation that I support the growth of nature play so that we can help the space maintain its free spirit while also helping students harness the many learning opportunities it presents.

Nathan Meyer

Principal, Harambee Elementary School



Budget Justification

Company And Name of Item	Item Number	Price per Item	Number of Items	Website/ Contact	
Community Playthings: Outlast Cascade Play Center	W445	\$4875	1	https://www.communityplaythings.com/	\$4875
Community Playthings: Outlast Classic Sink 22 inch	W497	\$1525	1	https://www.communityplaythings.com/	\$1525
Lakeshore: Outdoor Drum Center		\$799	1	https://www.lakeshorelearning.com/products/music/musical-instruments/outdoor-drum-center/p/LC495	\$799
Lakeshore: Giant Outdoor Building Blocks		\$599	2	https://www.lakeshorelearning.com/products/blocks-manipulatives/building-sets/giant-outdoor-building-blocks/p/FF558	\$1198
Lakeshore: Outdoor Ramps Exploration Set		\$499	1	https://www.lakeshorelearning.com/products/blocks-manipulatives/building-sets/outdoor-ramps-exploration-set/p/LC286	\$499
Treehouse Imagination Builders		\$59.99	2	https://www.lakeshorelearning.com/products/blocks-manipulatives/building-sets/treehouse-imagination-builders/p/HH238	\$119.98
Lakeshore: Indoor/Outdoor Table and Tree Seats		\$479	2	https://www.lakeshorelearning.com/products/classroom-furniture/furniture-sets/indoor-outdoor-table-tree-seats/p/LC501	\$958
Lakeshore: Window Blocks		\$49.99	1	https://www.lakeshorelearning.com/products/blocks-manipulatives/unit-blocks-accessories/window-blocks/p/RE888	\$49.99
Lakeshore: Pose and Play Kids		\$19.99	2	https://www.lakeshorelearning.com/products/dramatic-play/dolls-accessories/lakeshore-pose-play-kids-setof-4/p/HH239	\$39.98

Lakeshore Shipping Charges		Approx \$500 Unless we can get it all shipped to store and pick-up on our own			\$500
Amzaon: Steel Garden Hose		\$37.98	2	https://www.amazon.com/gp/product/B07H2SXM8C/ref=ox_sc_act_title_3?smid=A37WQHEANNJ10&th=1	\$75.96
Amazon Stainless Steel Mixing Bowls		\$23.95	1	https://www.amazon.com/gp/product/B0B4BMYKQ5/ref=ox_sc_act_title_2?smid=A107NCHXYZA7IJ&psc=1	\$23.95
Amazon Colander Set		\$24.99	1	https://www.amazon.com/gp/product/B07Z8K5YYD/ref=ox_sc_act_title_4?smid=ATVPDKIKX0DER&psc=1	\$24.99
Amazon Stainless Steel Pet Bowls		\$13.49	10	https://www.amazon.com/gp/product/B072NBGPFC/ref=ox_sc_act_title_5?smid=A20ARP4UUJ840T&psc=1	\$134.90
Amazon 10 Quart Steel Pail		\$20.10	5	https://www.amazon.com/gp/product/B000NNKWCU/ref=ox_sc_act_title_6?smid=A1BS10OJUM0ECV&psc=1	\$100.50
Amazon Rocky Mountain Good Kids Shovels		\$33.95	10	https://www.amazon.com/gp/product/B08L6SDCV5/ref=ox_sc_act_title_7?smid=A2ON3R01YQSNNF&psc=1	\$339.50
Amazon Little Diggers Kids Lawn Rake		\$18.54	10	https://www.amazon.com/gp/product/B08Q8QT3KQ/ref=ox_sc_act_title_8?smid=ATVPDKIKX0DER&psc=1	\$185.40
Amazon Stainless Steel Trowel		\$7.99	10	https://www.amazon.com/gp/product/B018HVZB98/ref=ox_sc_act_title_9?smid=A1UI5020NNP663&psc=1	\$79.90

Amazon Verticle Storage Shed		\$486.25	2	https://www.amazon.com/gp/product/B0939YR618/ref=ox_sc_act_title_10?smid=A2HFYU60HIGOPB&psc=1	\$972.50
Amazon Shelf for Horizontal Storage Shed		\$44.99	6	https://www.amazon.com/gp/product/B0867V8NJB/ref=ox_sc_act_title_11?smid=A11095WUJYNQQ3&psc=1	\$269.94
Amazon Easy Haul Wheelbarrow		\$129.99	2	https://www.amazon.com/gp/product/B071CVHZ7G/ref=ox_sc_act_title_12?smid=A37SINX3GLYAFZ&psc=1	\$259.98
Amazon Gorilla Cart		\$169.98	3	https://www.amazon.com/Gorilla-Carts-GOR200B-Pneumatic-600-Pound/dp/B0026RGNJ2/ref=sr_1_1_sspa?crd=2T16XA2IWU0CT&keywords=gorilla%2Bcart&qid=1675798877&srefix=gorilla%2Bcart%2Caps%2C115&sr=8-1-spons&ufe=app_do%3Aamzn1.fos.f5122f16-c3e8-4386-bf32-63e904010ad0&smid=A3EQJ16CEAAUOF&spLa=ZW5jcnlwdGVkUXVhbGlmaWVyPUEExV0FRVEdMRURFQjY1JmVuY3J5cHRIZEikPUeWOTMxNjI5MVIDN1dJNUwwNElXJmVuY3J5cHRIZEFkSWQ9QTAzNzE3MTM2R1kzVFEzTjEzWUYmd2lkZ2V0TmFtZT1zcF9hdGYmYWN0aW9uPWNsaWNrUmVkaXJlY3QmZG9Ob3Rmb2dDbGljaz10cnVl&th=1	\$509.94
Amazon 1 Gallon Water Can		\$26.92	2	https://www.amazon.com/Cesun-Galvanized-Removable-Gardeni-ng-Gallon-Vintage/dp/B07V9MFQQZ/ref=sr_1_29?crd=3IK020AU7M49X&keywords=1+gallon+watering+can&qid=1675799669&srefix=1+gallon+watering+can%2Caps%2C107&sr=8-29	\$53.84
Amazon Watering Can Grey		\$15.99	3	https://www.amazon.com/Wateri-ng-Indoor-Plants-Outdoor-Sprinkler/dp/B09PDC685M/ref=sr_1_57?crd=15PSMS29VCQSK&key	\$47.97

				words=watering%2Bcan%2Bfor%2Bkids&qid=1675799838&srefix=watering%2Bcan%2Bfor%2Bkid%2Caps%2C104&sr=8-57&th=1	
Amazon Behrens 1.5 gallon tub		\$20.79	2	https://www.amazon.com/Behrens-103LFT-Gallon-Dipped-Silver/dp/B06W9LNPZN/ref=sr_1_14_sspa?crid=1WMTUOXYW2RP5&keywords=metal%2Btub&qid=1675799963&srefix=metal%2Btub%2Caps%2C111&sr=8-14-spons&smid=A2SZ1SUT04XLWW&spLa=ZW5jcnlwdGVkUXVhbGlmaWVyPUEzUjJLSkJKOEVPQVNRJmVuY3J5cHRIZElkPUEwOTE0Njc0MjFIMVJGOU04UDIGUyZlbmNyeXB0ZWRBZEIkPUEwODg0MTQ2MUIwRDBCR1kwQlhONiZ3aWRnZXROYW1IPXNwX210ZiZhY3Rpb249Y2xpY2tSZWRpcmVjdCZkb05vdExvZ0NsaWNrPXRydWU&th=1	\$41.58
Amazon Behrens 3 Gallon Tub		\$29.73	2	https://www.amazon.com/Behrens-103LFT-Gallon-Dipped-Silver/dp/B06VX29TXZ/ref=sr_1_14_sspa?crid=1WMTUOXYW2RP5&keywords=metal%2Btub&qid=1675799963&srefix=metal%2Btub%2Caps%2C111&sr=8-14-spons&smid=A2SZ1SUT04XLWW&spLa=ZW5jcnlwdGVkUXVhbGlmaWVyPUEzUjJLSkJKOEVPQVNRJmVuY3J5cHRIZElkPUEwOTE0Njc0MjFIMVJGOU04UDIGUyZlbmNyeXB0ZWRBZEIkPUEwODg0MTQ2MUIwRDBCR1kwQlhONiZ3aWRnZXROYW1IPXNwX210ZiZhY3Rpb249Y2xpY2tSZWRpcmVjdCZkb05vdExvZ0NsaWNrPXRydWU&th=1	\$59.46
Amazon Stainless Steel Cooking Spoon 18 Inch Spoon		\$18.99	8	https://www.amazon.com/gp/product/B08XKD7HHG/ref=sw_img_1?smid=A3O9ZMAKNR4Q4Z&psc=1	\$151.92
Amazon Stainless Steel Measuring Cup		\$20.99	4	https://www.amazon.com/gp/product/B01N0L3LF2/ref=sw_img_1?smid=A2GZSC4PPBG9LT&psc	\$83.96

48oz				=1	
Amazon Mixing Bowl 3-Quart		\$26.06	2	https://www.amazon.com/Norpro-Grip-EZ-Mixing-Bowl-3-Quart/dp/B000ANY6UW/ref=sr_1_4?crd=2AWEDDWJS19DM&keywords=bowl%2Bwith%2Bspout%2Band%2Bhandle&qid=1675800462&s=home-garden&prefix=bowl%2Bwith%2Bspout%2Band%2Bhandle%2Cgarden%2C92&sr=1-4&th=1	\$52.12
Amazon Fab Habitat Outdoor Rug 4x6, Brooklyn Blue		\$58.99	4	https://www.amazon.com/Fab-Habitat-Reversible-Outdoor-Resistant/dp/B01DUXQ6X8/ref=sr_1_27?crd=3HXALA5M2AV00&keywords=outdoor%2Bwaterproof%2Brugs&qid=1675800815&s=home-garden&prefix=outdoor%2Bwaterproof%2Brugs%2Cgarden%2C96&sr=1-27&ufe=app_do%3Aamzn1.fos.006c50ae-5d4c-4777-9bc0-4513d670b6bc&th=1	\$235.96
Amazon Oaki Childrens Rain Boots Size 11 Color Jet Black		\$19.99	20	https://www.amazon.com/OAKI-Waterproof-Boots-Handles-Toddler/dp/B07N6MQ9FM/ref=sr_1_2_sspa?keywords=children%27s%2BRAIN%2Bboots&qid=1675810569&refinements=p_36%3A1200-2000&rnid=2661611011&sr=8-2-spons&smid=A194Z2O2XYB2XC&spLa=ZW5jcnlwdGVkUXVhbGlmaWVyPUFYRDIWNjVaTIIIVVEmZW5jcnlwdGVkSWQ9QTA2MjI3NDkzR0hURDBISEtTNjc3JmVuY3J5cHRlZEFkSWQ9QTAXMDAzODgxRkxCTjhHU1ILUkRKJndpZGdlE5hbWU9c3BfYXRmJmFjdGlvbj1jbGlja1JlZGlzZWNOJmRvTm90TG9nQ2xpY2s9dHJ1ZQ&th=1&psc=1	\$399.80
Amazon Oaki Childrens Rain Boots Size 9 Toddler Color Nature Green		\$19.99	20	https://www.amazon.com/OAKI-Waterproof-Boots-Handles-Toddler/dp/B073HCYL5W/ref=sr_1_2_sspa?keywords=children%27s%2BRAIN%2Bboots&qid=1675810569&refinements=p_36%3A1200-2000&rnid=2661611011&sr=8	\$399.80

				-2-spons&smid=A194Z2O2XYB2XC&spLa=ZW5jcnlwdGVkUXVhbGlmaWVyPUFYRDIWNjVaTlIlVVEmZW5jcnlwdGVkSWQ9QTA2MjI3NDkzR0hURDBISEtTNjc3JmVuY3J5cHRIZEFkSWQ9QTAxMDAzODgxRkxCTjhHU1ILUkRKJndpZGdldE5hbWU9c3BfYXRmJmFjdGlvbj1jbGlja1JIZGlyZWNOJmRvTm90TG9nQ2xpY2s9dHJ1ZQ&th=1&psc=1	
Amazon Oaki Childrens Rain Boots Size 13 Color Fire Red		\$19.99	10	https://www.amazon.com/OAKI-Waterproof-Boots-Handles-Toddler/dp/B07N75K1QJ/ref=sr_1_2_sspa?keywords=children%27s%2BBrain%2Bboots&qid=1675810569&refinements=p_36%3A1200-2000&rnid=2661611011&sr=8-2-spons&smid=A194Z2O2XYB2XC&spLa=ZW5jcnlwdGVkUXVhbGlmaWVyPUFYRDIWNjVaTlIlVVEmZW5jcnlwdGVkSWQ9QTA2MjI3NDkzR0hURDBISEtTNjc3JmVuY3J5cHRIZEFkSWQ9QTAxMDAzODgxRkxCTjhHU1ILUkRKJndpZGdldE5hbWU9c3BfYXRmJmFjdGlvbj1jbGlja1JIZGlyZWNOJmRvTm90TG9nQ2xpY2s9dHJ1ZQ&th=1&psc=1	\$199.90
Amazon Children Rain Suit Size - Extra large Red		\$28.99	10	https://www.amazon.com/JiAmy-Piece-Waterproof-Coverall-Jump-suit/dp/B07CSSGYGT/ref=sr_1_28?keywords=Kids%2BRain%2BSuit&qid=1675810780&sr=8-28&th=1&psc=1	\$289.90
Amazon Children Rain Suit Size - Large Blue		\$28.99	20	https://www.amazon.com/JiAmy-Piece-Waterproof-Coverall-Jump-suit/dp/B07CSSX69P/ref=sr_1_28?keywords=Kids%2BRain%2BSuit&qid=1675810780&sr=8-28&th=1&psc=1	\$579.80
Home Depot Play Sand Bag		\$3.97	40 bags	https://www.homedepot.com/p/Quikrete-50-lb-Premium-Play-Sand-111351/100318476	\$158.80
Nature of Early Play		\$1048	1	https://natureofearlyplay.com/product/4-wide-magnetic-chalkboard	\$1048

Outdoor Chalkboard Easel 4 feet, Portable				<u>ds/</u>	
Jeffers Foundation Professional Development		No Cost!			\
Total					\$17,344.22



Roseville Area Schools

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

Agenda Item: 5i

Agenda Topic: Farm to School Grant Application
Meeting Date: March 7, 2023
Contact Person: Shari Thompson

Background:

The Nutrition Services department is applying for a Farm to School grant in the amount of \$120,000. Grant funds will assist Nutrition Services staff in serving more locally-sourced foods by offsetting the cost of food grown, raised, and minimally processed in Minnesota for use in the National School Lunch and Breakfast Program.

Recommendation:

It is recommended that the board approve the Farm to School grant application in the amount of \$120,000.

XX Action Required

___ Informational – No Board Action Requested



ENCUMBRANCE WORKSHEET

Mark this box if this is a RUSH		SWIFT CONTRACT NO: 225012	PO NO: 3000045006
Please, allow 4 - 6 weeks for the entire contract process (5 - 7 business days for FBD, or 2-3 business days for rush requests).			
MDA PREPARER/CONTACT: Emily Mehr	ORG: 101	AGENCY: AGRICULTURE B04	
NEW CONTRACT/GRANT: Yes	AMENDMENT:	ROLL FORWARD:	
DIVISION'S FINANCIAL ADVISOR: John Schleder	TYPE: GRT	ANNUAL PLAN LINE NUMBER:	
FISCAL YEAR(S): 2023, 2024	TOTAL AMOUNT OF CONTRACT: \$120,000.00	SWIFT SUPPLIER NUMBER: 193983	
CATEGORY CODE: 84101501	25K EVAL NEEDED: No	SWIFT SUPPLIER LOCATION: 001	
ACCOUNT CODE: 441422	CONTRACT START DATE: 02/24/2023	SWIFT SUPPLIER ADDRESS: 01	
TOTAL EWS AMOUNT: \$120,000.00	CONTRACT END DATE: 02/21/2024	SIGNATURES NEEDED BY DATE: 02/23/2023	
LAWS OF: MN Statutes §17. 03 subd 3(b)			
FUNDING STRING		FUNDING STRING	
FISCAL YEAR: 2023	FISCAL YEAR: 2024	FISCAL YEAR:	
FUND: 3000	FUND: 3000	FUND:	
DEPT ID: B0432625	DEPT ID: B0432625	DEPT ID:	
APPROP ID: B046F25	APPROP ID: B046F25	APPROP ID:	
PC BUS UNIT: B0401	PC BUS UNIT: B0401	PC BUS UNIT:	
PROJECT ID: B0423F252625	PROJECT ID: B0423F252625	PROJECT ID:	
ACTIVITY: 2625	ACTIVITY: 2625	ACTIVITY:	
SOURCE: REIMB	SOURCE: REIMB	SOURCE:	
AMOUNT: \$120,000.00	AMOUNT: \$ 0.00	AMOUNT:	
FUNDING STRING		FUNDING STRING	
FISCAL YEAR:	FISCAL YEAR:	FISCAL YEAR:	
FUND:	FUND:	FUND:	
DEPT ID:	DEPT ID:	DEPT ID:	
APPROP ID:	APPROP ID:	APPROP ID:	
PC BUS UNIT:	PC BUS UNIT:	PC BUS UNIT:	
PROJECT ID:	PROJECT ID:	PROJECT ID:	
ACTIVITY:	ACTIVITY:	ACTIVITY:	
SOURCE:	SOURCE:	SOURCE:	
AMOUNT:	AMOUNT:	AMOUNT:	
CONTRACT NAME & ADDRESS: <i>(Must match SWIFT Supplier Location ID, as listed on the contract)</i>	ISD 0623, Roseville Public Schools 1251 W Co Road B-2 Roseville, MN 55113		
SUPPLIER REMITTANCE ADDRESS: <i>(Must match SWIFT Supplier Address ID)</i>	ISD 0623, Roseville Public Schools 1251 W Co Road B-2 Roseville, MN 55113		
NOTES: Sub-grant agreement from USDA LFS Cooperative Agreement described in Exhibit B			

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STATE OF MINNESOTA GRANT CONTRACT AGREEMENT

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of the Minnesota Department of Agriculture ("STATE") and ISD 0623, Roseville Public Schools, 1251 W Co Road B-2, Roseville, MN 55113 ("GRANTEE").

Recitals

1. Under Minn. Stat. §17.03 subd 3(b), the State is empowered to enter into this grant contract agreement.
2. The State is in need of schools to start or expand their local purchases of agricultural products grown or raised in Minnesota for consumption by their students and staff.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract agreement to the satisfaction of the State. Pursuant to [Minn.Stat. §16B.98](#), Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

Grant Contract Agreement

1 Term of Grant Contract Agreement

1.1 *Effective date:*

February 24, 2023, Per [Minn. Stat. §16B.98](#), Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per [Minn.Stat. §16B.98](#) Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

1.2 *Expiration date:*

February 21, 2024, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 *Survival of Terms.*

The following clauses survive the expiration or cancellation of this grant contract agreement: 2. Grantee's Duties; 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; 15. Data Disclosure; and 16. Federal Administrative Requirements.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

- Comply with required grants management policies and procedures set forth through [Minn.Stat. §16B.97](#), Subd. 4 (a) (1).
- Purchase food grown, raised, and minimally processed in Minnesota for Grantee school's participation in the National School Lunch Program (NSLP) and School Breakfast Program (SBP) as specified in Exhibit A, which is attached and incorporated into this grant contract.
- Upon request, provide the State with itemized invoices and proofs of purchase, including descriptions of purchases and producer names and locations. Invoices and proofs of payment must be dated on or after the contract start date listed in clause 1.1 Effective Date. Invoices must be dated before or on February 21, 2024, and proofs of payment must be dated before April 8, 2024, as described in clause 4.2(a).
- Provide the State with progress reports describing progress toward completion of duties and updates to the State on the project. The State requires this information to complete the State's USDA "Reporting Requirements" as described in Clause 16.4.
- Submit written requests and obtain approval prior to making any significant changes to the budget, if needed.
- Facilitate a grant review meeting or "monitoring visit" as requested by the State.
- Comply with all applicable Federal statutes and regulations in effect during the grant contract agreement period (see Exhibit B, Section 4.2(b) and Clause 16).

3 Time

The Grantee must comply with all the time requirements described in this grant contract agreement. In the performance of this grant contract agreement, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract agreement as follows:

(a) Compensation

The Grantee will be reimbursed for sub-grant project expenditures incurred according to the breakdown of eligible food costs as described in Exhibit A, which is attached and incorporated into this grant contract agreement.

The sub-grantee will not be reimbursed for travel and subsistence expenses.

(b) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract agreement will not exceed **\$120,000.00** (one hundred and twenty thousand dollars and zero cents).

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized reimbursement worksheet for the services actually performed and the State's Authorized Representative accepts the detailed food purchase expenditures. The MDA will pay the Grantee for these grant project expenditures after approval of the required documentation.

Invoices and/or receipts with proof of payments (source documentation) to support all grant expenditures, along with required reports, must be submitted timely and according to the following schedule:

1. Report Period for food expenditures paid from the start date of this grant contract to 3/31/2023 submitted to the State by 4/10/2023 with a reporting spreadsheet.
2. Report Period from 4/1/2023 to 6/30/2023 submitted to the State by 07/10/2023 with a reporting spreadsheet.
3. Report Period from 7/1/2023 to 9/30/2023 submitted to the State by 10/10/2023 with a reporting spreadsheet.
4. Report Period from 10/1/2023 to 12/31/2023 submitted to the State by 01/10/2024 with a reporting spreadsheet.
5. Final Report Period from 01/1/2024 to 2/21/2024 submitted to the State by 4/8/2024 with a final report and spreadsheet. Final payments on food purchases incurred by or on 2/21/24 must be made by April 8, 2024.

Send financial documentation, a reimbursement worksheet, including your quarterly, or final, progress report, to the MDA's authorized representative(s) as listed in 6. Authorized Representatives. Documentation submission must contain the Grantee's Organization Name and the grant contract number.

(b) Federal funds.

Payments under this grant contract will be made from federal funds obtained by the State from United States Department of Agriculture (USDA)'s Agricultural Marketing Service FAIN/Grant

Agreement No. AM22CPLFS000C001; through Federal Award Project Title: Local Food for Schools Cooperative Agreement Program (LFS); Assistance Listing Number (formerly CFDA) 10.185, which is authorized by section 5(c) of the Commodity Credit Corporation Charter Act (15 USC714c(c)). The Grantee is responsible for compliance with all federal requirements imposed on these funds in [Agricultural Marketing Service \(AMS\) Grants Division General Terms and Conditions FY21 \(usda.gov\)](#) and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

(c) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per [Minn. Stat. §471.345](#), grantees that are municipalities as defined in Subd. 1 must follow the law.

(a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per [Minn. Stat. §§177.41](#) through [177.44](#). These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.

(b) The grantee must not contract with vendors who are suspended or debarred in MN:

<http://www.mmd.admin.state.mn.us/debarredreport.asp>

5 Conditions of Payment

All services provided by the Grantee under this grant contract agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representatives are Ann Kuzj and Emily Mehr, Grants Specialists, 625 Robert Street North, St. Paul, MN 55155-2531, 651-201-6028, Ann.Kuzj@state.mn.us, and 651-201-6456, Emily.Mehr@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Shari Thompson; Director of Business Services, shari.thompson@isd623.org address: 1251 W Co Road B-2, Roseville, MN 55113. The Grantee's contact is Maria Anderson, maria.anderson@isd623.org. If the Grantee's Authorized Representative or contact change at any time during this grant contract agreement, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Agreement Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant contract agreement, or their successors in office.

7.2 Amendments

Any amendments to this grant contract agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract agreement, that failure does not waive the

provision or the State's right to enforce it.

7.4 Grant Contract Agreement Complete

This grant contract agreement contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract agreement by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant contract agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 Intellectual Property Rights

(a) Intellectual Property Rights: All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the works and documents, shall be jointly owned by the Grantee and the State. "Works" shall mean all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this Contract. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether intangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this Contract. The ownership interests of the State and the Grantee in the Works and Documents shall equal the ratio of each party's contributions to the total costs described in the Budget of this Contract, except that the State's ownership interest in the Works and Documents shall not be less than fifty percent (50%). The party's ownership interest in the Works and Documents shall not be reduced by any royalties or revenues received from the sale of the products or licensing or other activities arising from the use of the Works and Documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the Works and Documents.

(b) Obligations

(1) Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and contractors, in the performance of this Contract, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and shall promptly furnish the Authorized Representative with complete information and/or disclosure thereon. All decisions regarding the filing of patent, copyright, trademark or service mark applications and/or registrations shall be the joint decision of the Grantee and the State, and costs for such applications shall be divided as agreed by the parties at the time of the filing decisions. In the event the parties cannot agree on said filing decisions, the filing decision will be made by the State.

(2) Representation: The Grantee shall perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the joint property of the Grantee and the State. The Grantee represents and warrants that the Works and Documents do not and shall not infringe upon any intellectual property rights of others. The Grantee shall indemnify, defend, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee shall be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages including, but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee shall, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or to replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the claim. This remedy of the State shall be in addition to and not exclusive of other remedies provided by law.

(c) Uses of the Works and Documents. The State and Grantee shall jointly have the right to make, have made reproduce, modify, distribute, perform, and otherwise use the Works, including Documents produced under this Contract, for noncommercial research, scholarly work, government purposes, and other noncommercial purposes without payment or accounting to the other party. No commercial development, manufacture, marketing, reproduction, distribution, sales or licensing of the Works, including Documents, shall be authorized without a future written contractual agreement between the parties.

(d) Possession of the Documents. The Documents may remain in the possession of the Grantee. The State may inspect any of the Documents at any reasonable time. The Grantee shall provide a copy of the Documents to the State without cost upon the request of the State.

(e) Suitability. The rights and duties of the State and the Grantee, provided for above, shall survive the expiration or cancellation of this Contract.

11 Workers Compensation

The Grantee certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement**12.1 Publicity**

Any publicity regarding the subject matter of this grant contract agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized

Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

The Grantee has the option to include an acknowledgement of Federal (USDA) support and a disclaimer on all publications, printed materials, and audiovisuals. If an acknowledgement of Federal support is included, it must read:

"Funding for [this Project or Publication] was made possible by the U.S Department of Agriculture's (USDA) Agricultural Marketing Service through Grant No. AM22CPLFS000C001. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the USDA.

12.2 *Endorsement*

The Grantee must not claim that the State endorses its products or services.

USDA symbols or logos are only intended for the official use of the USDA. They are expressly excluded from use to imply endorsement of a commercial product or service. The symbol or logo may not be used by anyone outside of USDA without permission.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract agreement.

Venue for all legal proceedings out of this grant contract agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 *Termination by the State*

The State may immediately terminate this grant contract agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 *Termination for Cause*

The State may immediately terminate this grant contract agreement if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 *Termination for Insufficient Funding*

The State may immediately terminate this grant contract agreement if:

(a) Funding for Grant No. AM22CPLFS000C001 is withdrawn by AMS of the USDA.

(b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the grant contract agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Federal Administrative Requirements

16.1 **Organization Type.** Under 2 CFR Part 400, USDA implements 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. Grantees are required to comply with Federal Regulations based on their organization-type, as follows:

- State & Local Governments & Tribal Governments – 2 CFR 200, Subparts D, E, and F
- Colleges and Universities – 2 CFR 200, Subparts D, E, and F
- Non-Profits – 2 CFR 200, Subparts D, E, and F
- For Profits – 2 CFR 200, Subparts D, and Federal Acquisition Regulation Subpart 31.2

16.2 *Federal Administrative and National Policy Requirements*

Grantee must comply with the administrative and national policy requirements listed in section 13.0 on pages 21 and 22 of the Agricultural Marketing Service (AMS) Grants Division General Terms and Conditions at [Agricultural Marketing Service \(AMS\) Grants Division General Terms and Conditions FY21 \(usda.gov\)](#).

16.3 *Federal Audit Requirements*

The Grantee (other than Federal agencies and for-profit businesses) is responsible to comply with 2 CFR 200 Subpart F – Audit Requirements. The standards require any grantee that expends \$750,000 or more in Federal Awards during their fiscal year to have a single or program-specific audit conducted for that year. All auditees are to submit their audit reports directly to the Federal Audit Clearinghouse (FAC).

16.4 *Reporting Requirements*

The State requires: the sub-grantee to collect information from food vendors and provide progress reports to the State according to the schedule provided in Clause 4.2(a).

- (a) Name of farmer and dollar value paid for agricultural products, type of commodity purchased (fruit, vegetable, dairy, meat, other).
- (b) Break-down of number of socially disadvantaged farmers/producers purchased from, and dollar value of purchases, and type of commodity purchased (fruit, vegetable, dairy, meat, other).
- (c) Break-down of number of small businesses purchased from, dollar value of purchases, and type of commodity purchased (fruit, vegetable, dairy, meat, other).
- (d) Additional information will be requested in a final report form.

The report forms will be provided by the MDA's authorized representative.

The State will aggregate this information from sub-grantees to provide quarterly progress reports to the USDA to assess the effectiveness of Minnesota's LFS program.

16.5 *Closeout and Access to Records.*

The Grantee is required to comply with the retention requirements for records in [2 CFR 200.334](#). Property management, and disposition of equipment and unused supplies (if applicable) is described in section 12.0 and 12.1 of AMS Grants Division General Terms and Conditions at [Agricultural Marketing Service \(AMS\) Grants Division General Terms and Conditions FY21 \(usda.gov\)](#)

As described in [2 CFR 200.337](#), AMS Division of the USDA, Inspectors General, the Comptroller General of the United States, and the State, or any of their authorized representatives, shall have the

right of access to any pertinent documents, papers, or other records of recipients and subrecipients which that are pertinent to the award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the recipient's and subrecipient's personnel for the purpose of interview and discussion related to such documents.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15

DocuSigned by:
By: Melissa Jackson
932B961DA3914D9...
Date: 2/17/2023

SWIFT Contract/PO No(s) 225012 3000045006

2. GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

DocuSigned by:
By: Shari Thompson
B35D7529E59D493...
Title: Director of Business Services
Date: 2/17/2023

By: _____
Title: _____
Date: _____

3. STATE AGENCY

DocuSigned by:
By: Patrice Bailey
(with delegated authority)
Title: Assistant Commissioner
Date: 2/18/2023

Distribution:
Agency
Grantee
State's Authorized Representative

FY23 Farm to School Food Full Tray Grant Project

Sub-Grantee:

Roseville Area Schools, Roseville

Project Dates:

Project Start Date: February 24, 2023, or Date MDA Commissioner signed sub-grant contract

Project End Date: February 21, 2024 – the last day food can be purchased (date on invoice)

Project Description:

The primary goal of this project is to expand and support current Farm to School programming and purchasing of local Minnesota foods. Grant funds awarded to Roseville will be used to accomplish three main objectives: continuing twice monthly Minnesota Thursdays, increasing local foods served at breakfast, and increasing the variety of locally-sourced grains and proteins. In developing close working relationships with local farmers and distributors, including the Co-Op Partners Warehouse, Ferndale Market, and Askegaard Organic Farm, Roseville has proven successful in implementing Farm to School strategies. Receiving the Full Tray grant for the 2023-2024 year will allow us to continue to sustain our increase in local purchasing and resume immersive Farm to School experiences for our students, including our annual Apple Crunch, Cucumber Crunch, and Corn Shucking events, post-pandemic.

Project Budget:

Full Tray –Purchase \$120,000.00 to procure Minnesota grown or produced food for student consumption as a part of the school district's participation in the National School Lunch Program (NSLP) and School Breakfast Program (SBP).

Local foods purchased through food hubs, distributors, farmers' markets, etc. must be grown or produced in Minnesota. Priority should be given for purchases from socially disadvantaged producers and small businesses. Products must be unprocessed or minimally-processed and retain their inherent character to be eligible for reimbursement.

The grantee will be responsible for any costs incurred exceeding the award amount.

FY23 Farm to School Full Tray Food Budget Table				
Grant: Full Tray				
City: Roseville				
School District: Roseville Area Schools District 623				
Category	Timeframe	Anticipated Items	Anticipated Sources	Approved Total Cost
Fruits	Fall 2023 (July '23-Jan '24)	Apples, watermelon, cantaloupe	The Good Acre	\$16,800.00
Vegetables	Spring 2023 (Jan '23-June '23)	Cucumbers, mushrooms, cabbage, pinto beans	Askegaard, The Good Acre,	\$4,744.38
Vegetables	Fall 2023 (July '23-Jan '24)	Summer squash, brussels sprouts, sweet corn, potatoes, carrots,	The Good Acre	\$25,892.50
Meat, Fish, Poultry	Spring 2023 (Jan '23-June '23)	Turkey wieners, pork roast, beef stew meat, ground turkey, chicken drumsticks, chicken thighs	Ferndale, Thousand Hills, Kadejan Inc	\$20,126.00
Meat, Fish, Poultry	Fall 2023 (July '23-Jan '24)	Turkey burgers, ground turkey, ground beef, turkey thigh meat, chicken drumsticks, chicken thighs	Ferndale, Thousand Hills, Kadejan Inc	\$14,390.00
Dairy (excluding fluid milk)	Spring 2023 (Jan '23-June '23)	Cheese slices, cheese sticks, cottage cheese	Bongard's, Westby Cooperative, Co Op Partners Warehouse	\$6,079.50
Dairy (excluding fluid milk)	Fall 2023 (July '23-Jan '24)	Cheese slices, cheese sticks, cottage cheese	Bongard's, Westby Cooperative	\$6,079.50
Eggs	Fall 2023 (July '23-Jan '24)	Liquid eggs	The Good Acre	\$900.00
Grains	Fall 2023 (July '23-Jan '24)	Wild Rice	Red Lake Nation	\$1,080.00
Other	Spring 2023 (Jan '23-June '23)	Tofu	The Good Acre	\$1,200.00
Other	Fall 2023 (July '23-Jan '24)	MN grown- and raised- food items		\$19,001.87
Other	Fall 2023 (July '23-Jan '24)	Tofu, Maple syrup	The Good Acre, Hamel	\$3,706.25
Total Full Tray Amount Awarded:				\$120,000.00

Eligible Food Expenses:

100% of purchases made for First Bite, Full Tray, and Second Helping grants must be used directly to procure foods that meet the following criteria:

- 1) **Grown or raised in Minnesota.** This includes any foods purchased via food hubs, distributors, farmers' markets, etc.
- 2) **Food products must be unprocessed or minimally-processed** and retain their inherent character. *See below for more information.*

3) Purchased for student consumption as a part of the school district's participation in the National School Lunch Program (NSLP) and School Breakfast Program (SBP).

Eligible procurement items may include but are not limited to:

- Fruits and vegetables including fresh, frozen, canned, and dried products
- Meat, fish, and poultry including ground and other minimally processed products that meet the definitions below. *(Cannot be pre-cooked or contain any additives/fillers)*
- Dairy excluding fluid milk
- Eggs
- Grains such as wild rice, oats, flour
- Beans and legumes including fresh, canned, dried, and bean flour

Ineligible Food Expenses

The following items are not eligible for reimbursement under this grant:

- Fluid milk
- Produce grown in school gardens
- Items grown or produced in a state other than Minnesota, including foods grown in a bordering state but sourced through a Minnesota farmers' market, food hub, or distributor
- Items purchased for any meal or snack program outside of the NSLP or SBP
- Processed food products whose production technique is outside the scope of the food handling and preservation techniques outlined in definitions below. This includes:
 - Breads and baked goods
 - Hot dogs, ham and other pre-cooked meat products
 - Premade smoothies
 - Granola
- Staff-time for procurement, other food preparation, and related Farm to School planning
- Marketing and promotional items associated with Farm to School meals and events

**** Please note that some food products, such as hot dogs and bread, have been eligible food expenses in past Farm to School grant cycles but are ineligible food expenses for FY23 grants.***

Definitions of Unprocessed and Minimally Processed Foods

The MDA defines “unprocessed locally grown or locally raised agricultural products” as outlined by the federal government in support of the [Geographic Preference Procurement Process](#) and determines classification of “minimally processed” in compliance with the USDA Local Food for Schools (LFS) program – which provided nearly \$3.5 million in funding support for FY23 grants.

The following processing methods are allowable and considered unprocessed or minimally-processed: cooling; refrigerating; freezing; size adjustment made by peeling, slicing, dicing, cutting, chopping, shucking, and grinding; forming ground products into patties without any additives or fillers; drying/dehydration; washing; packaging (such as placing eggs in cartons), vacuum packing and bagging (such as placing vegetables in bags or combining two or more types of vegetables or fruits in a single package); the addition of ascorbic acid or other preservatives to prevent oxidation of produce; butchering livestock and poultry; and cleaning fish.

[According to the USDA](#), “Foods that are generally understood to be significantly processed or prepared are unallowable. Examples of unallowable products would include baked goods such as breads, muffins, or crackers; prepackaged sandwiches or meals; other prepared and/or pre-cooked items that come ready-to-eat or that require no further preparation beyond heating (eg. chicken nuggets, fish sticks, pre-made pizzas, etc).”

Frequently Asked Food Items:

Food	Eligible for Grant Reimbursement?
Frozen, canned, dried fruits & vegetables	YES
Pre-cut fruits & vegetables	YES
Pickles <i>made with Minnesota grown vegetables</i>	YES
Tofu <i>made with Minnesota grown soybeans</i>	YES
Hot Dogs	no
Pre-pattied beef burgers, uncooked	YES
Uncooked sausage and brats	YES
Bread	no
Fluid milk	no
Cream and buttermilk	YES
Cheese, including curds	YES
Butter	YES

If you are unsure whether a food product qualifies as unprocessed or minimally processed, please contact Ann.Kuzj@state.mn.us, Emily.Mehr@state.mn.us, and Kate.Seybold@state.mn.us. before purchasing.



Subrecipient/Grantee Agreement EXHIBIT [B]

You have received a grant agreement from the Minnesota Department of Agriculture (MDA). Information about the grant agreement, including funding details, are included below.

CONTACT FOR MDA: Ann Kuzj; Ann.Kuzj@state.mn.us; 651-201-6028 or Emily Mehr; Emily.Mehr@state.mn.us , 651-201-6456

Grantee SWIFT Information	Grant Agreement Information	Funding Information
Name of MDA Grantee (as it appears in SWIFT): ISD 0623, Roseville Public Schools	SWIFT Contract Number: 225012	Total All Grant Funds (all funding sources): \$120,000.00
Grantee SWIFT Vendor Number: 193983 SWIFT Vendor Location Code: 001, 1	Period of Performance Start Date: 2/24/2023 Period of Performance End Date: 2/21/2024	Total Non-Federal Grant Funds: \$0.00 Total Federal Grant Funds: \$120,000.00

Notice to Grantee about Federal Funds

You have received a sub-award of federal financial assistance from MDA. Information about the sub-award is being shared with you per [2 CFR § 200.332](#). A copy of the Federal award letter to the STATE is included as last four pages of this **Exhibit B**. The subrecipient accepts full financial responsibility for any reimbursement imposed by the subrecipient's failure to comply with federal statutes, regulations and terms and conditions of the federal award.

Grantee Data Universal Numbering System (DUNS) Name and Number/ Unique Entity Identifier (UEI) Name and Number (effective April 2022)	UEI Name: ISD 0623, Roseville Public Schools UEI #: D4A4JMM918K1
Grantee's Approved Indirect Cost Rate for the Grant. Must provide a copy of the signed Negotiated Indirect Cost Rate Agreement (NICRA).	N/A
Is the Award for Research and Development?	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

SUBRECIPIENT/GRANTEE AGREEMENT

Project Description on Federal Award	Local Food for Schools (LFS) Cooperative agreement to increase purchasing of local and regional foods for distribution to schools
Name of Federal Awarding Agency	Agricultural Marketing Service (AMS).
<u>Assistance Listing Name and Number</u> <i>(formerly Catalog of Federal Domestic Assistance, "CFDA")</i>	Assistance Listing Name: Local Food for Schools Assistance Listing Number: 10.185
Federal Award Identification Number (FAIN)/ Grantor's Pass-through Number	AM22CPLFS000C001
Federal Award Date <i>(Date MDA received federal grant)</i>	8/22/2022
Total Amount of Federal Award Received by MDA	\$3,458,752.00



NOTICE OF AWARD

United States
Department of
Agriculture

August 10, 2022

Agricultural
Marketing
Services

ATTN: GIA HUONG PHAM, Federal Grants Coordinator
SAINT PAUL, MN

Local Food for
Schools

SUBJECT: Agricultural Marketing Service (AMS) Notice of Award (NOA) for
Agreement No. AM22CPLFS000C001

1400
Independence
Ave, SW
Room 4543-S
Stop 0264
Washington, DC
20250-0264

CFDA#: 10.185

Project Director: GIA HUONG PHAM

Project Title: Local Food for Schools (LFS) Cooperative

Period of Performance: August 22, 2022-February 22, 2024

AMS Award Amount: \$3,458,752.00

Matching Funds Amount: \$0.00

Dear GIA HUONG PHAM:

The Agricultural Marketing Service (AMS) hereby awards a grant to AGRICULTURE, MINNESOTA DEPARTMENT OF in support of the above referenced program. This Award is pursuant to (CFDA# 10.185, Local Food for Schools) and is subject to:

1. Your organization's application package, including the SF-424, SF-424B, Application/Project Narrative, Budget Summary/Narrative, other supporting letters and documents, as applicable, match verification, as applicable, AD-3030, Representations Regarding Felony Conviction and Tax Delinquent Status for Corporate Applicants, as applicable, and AD-3031, Assurance Regarding Felony Conviction or Tax Delinquent Status for Corporate Applicants, as applicable.
2. Agricultural Marketing Service Grants Division General Award Terms and Conditions (https://www.ams.usda.gov/sites/default/files/media/FY2021_GD_TermsandConditions.pdf)

Acceptance of this award requires an authorized AGRICULTURE, MINNESOTA DEPARTMENT OF representative to sign and date the Grant Award and submit to Elizabeth LOBER at elizabeth.lober@usda.gov.

If you have any questions about this NOA, please contact the Federal Agency Project Manager listed in Box 13 of the attached Grant Agreement.

Sincerely,
Erin Morris
USDA, Agricultural Marketing Service

Grant Agreement Face Sheet

1. Accounting Code: 9000024798	2. Vendor I.D. (EIN):	3. UEI Number / DUNS Number: RM5YTPY4VK11 / 804886208
4. Agreement Number: AM22CPLFS000C001	5. Type of Instrument: Grant Agreement	6. CFDA Number: 10.185
7. Title of Agreement: Local Food for Schools (LFS) Cooperative		
8. Objective: To increase purchasing of local and regional foods for distribution to schools.		
9. Statement of Work: This agreement shall be carried out by the organizational units or officials of the Federal Agency and the Recipient in the manner and subject to the conditions provided in the Agricultural Marketing Service Grants Division General Award Terms and Conditions attached hereto and made a part of this agreement.		
10. Legal Authority: The Local Food for Schools Program (LFS) is authorized by section 5(c) of the Commodity Credit Corporation Charter Act (15 USC 714c (c)).		
11. Federal Agency (Name and Address): Local Food for Schools 	12. Recipient: AGRICULTURE, MINNESOTA DEPARTMENT OF 625 ROBERT STREET NORTH SAINT PAUL, MN 55155-2538	
13. Federal Agency Project Manager: ADRIENNE COLLINS, Contract Specialist Telephone: Email: adrienne.collins@usda.gov	14. Recipient Project Coordinator: GIA HUONG PHAM, Federal Grants Coordinator Telephone: (651) 201-6088 Email: christine.pham@state.mn.us	
15. Period of Performance: August 22, 2022 through February 22, 2024	16. Federal Agency Funding Amount: \$3,458,752.00	Non-Federal Matching Amount: \$0.00
PROVISIONS		
This Agreement incorporates the following: 1. Approved application and budget including any mutually agreed upon budget revisions and other changes and amendments thereto. 2. Agricultural Marketing Service Grants Division General Award Terms and Conditions (October 2021) available at https://www.ams.usda.gov/sites/default/files/media/FY2021_GD_TermsandConditions.pdf . 3. 2 CFR Part 200, 2 CFR Part 400		
17. Federal Agency Representative Approval: Erin Morris Deputy Administrator Agricultural Marketing Service	18. Recipient Representative Approval: Name: Andrea Vaubel Title: Assistant Commissioner	
19. Federal Agency Representative Approval Signature: Date: Erin Morris 08/08/2022	20. Recipient Representative Approval Signature: Date: Andrea Vaubel 08/10/2022	

Paperwork Burden Statement

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is . Public reporting burden for this collection of information is estimated to average 2 hours per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project , Washington, DC 20503.

In accordance with Federal civil rights law and U.S. Department of Agriculture(USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

Persons with disabilities who require alternative means of communication for program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the responsible Agency or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program discrimination complaint, complete the USDA Program Discrimination Complaint Form, AD-3027, found online at http://www.ascr.usda.gov/complaint_filing_cust.html and at any USDA office or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

*1) mail: U.S. Department of Agriculture Office of the Assistant Secretary for Civil Rights 1400 Independence Avenue, SW Washington, D.C. 20250-9410;
2) fax: (202) 690-7442; or 3) email: program.intake@usda.gov. USDA is an equal opportunity provider, employer, and lender.*

Budget Details Table

	Funds Requested	Matching Funds	Gross Total By Line
Personnel	0.00	0.00	0.00
Travel	0.00	0.00	0.00
Supplies	0.00	0.00	0.00
Fringe Benefits	0.00	0.00	0.00
Contractual	0.00	0.00	0.00
Other	3,458,752.00	0.00	3,458,752.00
Total Direct Cost	3,458,752.00	0.00	3,458,752.00
Cooperator Indirect Cost	0.00	0.00	0.00
Gross Total	3,458,752.00	0.00	3,458,752.00

Certificate Of Completion

Envelope Id: 066AA168CE964B66BABF1B30D5224853	Status: Completed
Subject: Complete with DocuSign: FY23_F2S Full Tray Food Grant Contract Agreement_Roseville Area Schools	
Source Envelope:	
Document Pages: 19	Signatures: 3
Certificate Pages: 2	Initials: 2
AutoNav: Enabled	Envelope Originator:
Envelope Stamping: Enabled	Emily Mehr
Time Zone: (UTC-06:00) Central Time (US & Canada)	625 Robert Street North
	Saint Paul, MN 55155
	Emily.Mehr@state.mn.us
	IP Address: 156.98.51.15

Record Tracking

Status: Original 2/17/2023 9:34:57 AM	Holder: Emily Mehr Emily.Mehr@state.mn.us	Location: DocuSign
Security Appliance Status: Connected	Pool: StateLocal	
Storage Appliance Status: Connected	Pool: Department of Agriculture	Location: DocuSign

Signer Events

Emily Mehr
emily.mehr@state.mn.us
Minnesota(MN)
Minnesota Department of Agriculture
Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
Using IP Address: 156.98.51.15

Timestamp

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Viewed: 2/17/2023 9:37:00 AM
Signed: 2/17/2023 9:37:05 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Doug Spanier
douglas.spanier@state.mn.us
General Counsel
CarahSoft OBO MN - Dept of Agriculture
Security Level: Email, Account Authentication (None)



Signature Adoption: Pre-selected Style
Using IP Address: 156.98.51.15

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Viewed: 2/17/2023 11:42:47 AM
Signed: 2/17/2023 11:47:26 AM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Melissa Jackson
melissa.jackson@state.mn.us
Contracts & Procurement Coordinator
Signing Group: SWIFT Contract Specialists
Security Level: Email, Account Authentication (None)

Completed
Using IP Address: 156.98.51.15

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Viewed: 2/17/2023 12:58:42 PM
Signed: 2/17/2023 12:58:50 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Melissa Jackson
melissa.jackson@state.mn.us
Contracts & Procurement Coordinator
Signing Group: Agency Wide Purchasing
Security Level: Email, Account Authentication (None)

DocuSigned by:

932B961DA3914D9...
Signature Adoption: Pre-selected Style
Using IP Address: 156.98.51.15

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Viewed: 2/17/2023 2:43:52 PM
Signed: 2/17/2023 2:44:31 PM

Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Signer Events	Signature	Timestamp
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Shari Thompson
 shari.thompson@isd623.org
 Director of Business Services
 Security Level: Email, Account Authentication (None)

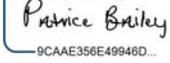
DocuSigned by:

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 Signature Adoption: Pre-selected Style
 Using IP Address: 174.235.216.228
 Signed using mobile

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 Viewed: 2/17/2023 3:23:52 PM
 Signed: 2/17/2023 3:24:43 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Patrice Bailey
 Patrice.Bailey@state.mn.us
 Assistant Commissioner
 Department of Agriculture
 Security Level: Email, Account Authentication (None)

DocuSigned by:

 9CAAE356E49946D...
 Signature Adoption: Pre-selected Style
 Using IP Address: 156.98.51.15

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 Signed: 2/18/2023 9:52:50 AM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Carbon Copy Events	Status	Timestamp
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Maria Anderson
 maria.anderson@isd623.org
 Security Level: Email, Account Authentication (None)

COPIED

Sent: 2/17/2023 3:24:49 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Signing Complete	Security Checked	2/18/2023 9:52:50 AM
Completed	Security Checked	2/18/2023 9:52:50 AM

Payment Events	Status	Timestamps
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Roseville Area Schools

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

Agenda Item: 7a

Agenda Topic: Policy 712: Gifts (reviewed) Second Reading
Meeting Date: March 7, 2023
Contact Person: Shari Thompson

Background:

Shari Thompson, director of business services, will review Policy 712: Gifts. No policy revisions were recommended, and there were no requested changes from the first reading on February 21, 2023. This will be the second reading of the policy.

Recommendation:

It is recommended that the board approve Policy 712: Gifts as presented.

XX Action Required ___ Informational – No Board Action Requested

ROSEVILLE AREA SCHOOLS
Independent School District No. 623

Policy 712 – Gifts

- 1.0 The school board may receive, for the benefit of the school district, bequests, donations or gifts for any proper purpose. The school board shall have the sole authority to determine whether any gift or any precondition, condition, or limitation on use included in a proposed gift furthers the interests of or benefits the school district and whether it should be accepted or rejected.
- 2.0 Gifts must conform to criteria expressed in the policies and regulations of the School District and the laws and regulations of the State of Minnesota.
- 3.0 If the school board agrees to accept a bequest, donation, gift, grant or devise which contains preconditions, conditions or limitations on use, the school board shall administer it in accordance with those terms. Once accepted, a gift shall be the property of the school district unless otherwise provided in the agreed upon terms.

Adopted: 6/5/75
Revised: 11/15/88
Revised: 3/13/18



Roseville Area Schools

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

Agenda Item: 7b

Agenda Topic: 2023-2026 Achievement and Integration Plan and 2023-2024 Budget
Meeting Date: March 7, 2023
Contact Person: Delon Smith

Background:

Delon Smith, director of equity and innovation, will present the proposed 2023-2026 Achievement and Integration plan and 2023-2024 budget for approval.

Recommendation:

It is recommended that the 2023-2026 Achievement and Integration plan and 2023-2024 budget be approved as presented.

XX Action Required

_____ Informational – No Board Action Requested



Roseville Area Schools

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

**Achievement and Integration
Plan and Budget
July 1, 2023 - June 30, 2026**

March 7, 2023

Achievement & Integration Plan

July 1, 2023 to June 30, 2026

The Achievement and Integration (A&I) for Minnesota program supports the pursuit of racial and economic integration, increased student achievement, the creation of equitable educational opportunities, and the reduction of academic disparities based on students' diverse racial, ethnic, and economic backgrounds in Minnesota public schools.

Achievement & Integration Plan

July 1, 2023 to June 30, 2026

- **Must contain three types of goals, at least one for each of the following:**
 - Reducing the disparities in academic achievement among all students and specific categories of students excluding the categories of gender, disability, and English learners
 - Reducing the disparities in equitable access to effective and more diverse teachers among all students and specific categories of students excluding the categories of gender, disability, and English learners
 - Increasing racial and economic integration

Achievement & Integration Plan

July 1, 2023 to June 30, 2026

GOAL #1: Increase the overall reading proficiency rate for BIPOC students from 37.4% in 2022 to 59% in 2026, as measured by the MCA-III reading test.

Reducing the disparities in academic achievement

Achievement & Integration Plan

July 1, 2023 to June 30, 2026

GOAL #1 Strategies:

- LETRS informed instruction for all students K-4
- AVID K-12, Increasing number of Latinx students in the AVID Elective
- Cultural Liaisons engage BIPOC students in activities to enhance students' self-awareness, social unity, and cultural understandings.
- Cultural Liaisons work with BIPOC families to remove barriers and gain insights to support the academic achievement of their student(s).
- Differentiated, Culturally Responsive instruction including student voice and absent narratives.

Achievement & Integration Plan

July 1, 2023 to June 30, 2026

GOAL #2: Roseville Area Schools' students will self-report a 10% increase, from 2023 baseline year data to 2026 data, in their experience of teacher equitable practices and culture of equity in their classrooms.

Increasing racial and economic integration

Achievement & Integration Plan

July 1, 2023 to June 30, 2026

GOAL #2 Strategies:

- All students complete the Teacher Equitable Practices and Culture of Equity Student Survey, annually.
- Cross-District integration activities - AVID Summer PE/Health
- Participation in Youth Executive Board (YEB), a multi-district group of high school students leaders.
- Anti-racist Equity Professional Development for all staff.

Increasing racial and economic integration

Achievement & Integration Plan

July 1, 2023 to June 30, 2026

GOAL #3: Increase students' access to the number of racially and ethnically diverse teachers from 12% in 2023 to 17% in 2026.

Reducing the disparities in equitable access to effective and more diverse teachers

Achievement & Integration Plan

July 1, 2023 to June 30, 2026

GOAL #3 Strategies:

- Recruitment and retention plan for racially and ethnically diverse teachers and administrators in partnership with Human Resources.
- Provide students with native Spanish speaking Dual Language Immersion teachers in grades K-3.
- Enhanced F.O.C.U.S. program for racially/ethnically diverse staff.
- Collaborate with Elevate Teaching

Reducing the disparities in equitable access to effective and more diverse teachers

Achievement & Integration Plan

July 1, 2023 to June 30, 2026

Racially Identifiable School (RIS):

- Harambee
- Edgerton

Achievement & Integration Plan

Racially Identifiable Schools

July 1, 2023 to June 30, 2026

Goal #1: Decrease the overall average percentage of Flat Growth for BIPOC students in grades 2nd-6th, as measured by the aReading FAST assessment at Edgerton Elementary and Harambee Elementary by 2026. Harambee from 21% to 10%, Edgerton from 16.5% to 8%.

Reducing the disparities in academic achievement

Achievement & Integration Plan

Racially Identifiable Schools

July 1, 2023 to June 30, 2026

Goal #1 Strategies:

- LETRS instruction for all students K-4
- Student Individual Learning Plans
- Culturally Responsive Instruction
- Progress Monitor Standard Based Common Formative Assessments
- Ensure students have at least one teacher of color in grades K-3.

Reducing the disparities in academic achievement

Achievement & Integration Plan Racially Identifiable Schools

July 1, 2023 to June 30, 2026

Goal #2: Increase enrollment at Edgerton Elementary from 450 students to 490 students. Increase enrollment at Harambee Elementary from 270 students to 330 students.

Increasing racial and economic integration

Achievement & Integration Plan Racially Identifiable Schools

July 1, 2023 to June 30, 2026

Goal 2 Strategies:

- Create a Harambee Enrollment Committee and promote Harambee as a year-round school with transportation.
- Create an Edgerton Enrollment Committee and promote Edgerton's WeCode 21st Century Skills K-6 program.
- Intra-district integration activities.

Increasing racial and economic integration

Achievement & Integration Plan Racially Identifiable Schools

July 1, 2023 to June 30, 2026

Goals #3: Edgerton and Harambee students will self-report a 10% increase on the student survey, from 2023 baseline year data to 2026 data, in response to teacher equitable practices in their classrooms.

Reducing the disparities in equitable access to effective and more diverse teachers

Achievement & Integration Plan Racially Identifiable Schools

July 1, 2023 to June 30, 2026

Goal #3 Strategies:

- Culturally Responsive Teaching professional development.
- Professional development on Native American history and culture
- Coaching for Equity Book 2-year book study with Principals, Instructional leaders, and ATTPS Lead Teachers.

Reducing the disparities in equitable access to effective and more diverse teachers

Achievement & Integration Plan

July 1, 2023 to June 30, 2026

Budget

2023-2024: \$1,770,841.00

*Amounts are based off prior year's enrollment and projected students of color enrollment for the current year.

Achievement & Integration Plan

July 1, 2023 to June 30, 2026

Budget

Supports the attainment of goals through:

- AVID: Advancement Via Individual Determination
- DLI: Dual Language Immersion
- Cultural Liaisons
- Equity Professional Development
- **Racially Identifiable Schools:**
 - Harambee Art Specialist
 - Edgerton Cultural Liaison
 - Intra-district Programming/Activities

Achievement & Integration Plan Racially Identifiable Schools

July 1, 2023 to June 30, 2026

Equity Leadership Advisory Committee (ELAC)

Carman Flettre

Felise Park

Cari Kokotovich

Nalie Lee-Heidt

Leah Dale

Tess Ormseth

Chenayi Shava

Kiara Buford

Dalianna Ramos

Lorna Plano

Rose Chu

Kitty Gogins

Valerie Woods

Myriam Castro-Franco

Achievement & Integration Plan

July 1, 2023 to June 30, 2026

Questions?

A decorative graphic in the bottom right corner of the slide. It features a large, light gray, semi-transparent spiral that starts from the bottom center and curves upwards and to the right. To the right of the spiral, there are two light gray, semi-transparent shapes: a vertical wedge pointing downwards and a larger, more complex shape that resembles a stylized arrow or a leaf pointing towards the top right.



Roseville Area Schools

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

Agenda Item: 7c

Agenda Topic: Policy 424: Workload Limits for Certain Special Education Teachers
(revised) Second Reading

Meeting Date: March 7, 2023

Contact Person: Niceta Thomas

Background:

Niceta Thomas, director of student services, will review proposed revisions to Policy 424: Workload Limits for Certain Special Education Teachers. There were no requested changes from the first reading on February 21, 2023. This will be the second reading of the policy.

Recommendation:

It is recommended that the board approve Policy 424: Workload Limits for Certain Special Education Teachers as presented.

XX Action Required ___ Informational – No Board Action Requested

ROSEVILLE AREA SCHOOLS
Independent School District No. 623

Policy 424 – Workload Limits for Certain Special Education Teachers

1.0 Purpose:

The purpose of this policy is to establish general parameters for determining the workload limits of special education staff who provide services to children with disabilities receiving direct special education services 60 percent or less of the instructional day.

2.0 Definitions

- 2.1 “Special education staff” and “special education teacher” both mean a teacher employed by the school district who is licensed under the rules of the Minnesota [Professional Educator Licensing and Standards](#) Board of Teaching to instruct children with specific disabling conditions.
- 2.2 “Direct services” means special education services provided by a special education teacher [or related services professional](#), when the services are related to instruction, including cooperative teaching.
- 2.3 “Indirect services” means special education services provided by a special education teacher [or related services professional](#), which include ongoing progress reviews; cooperative planning; consultation; demonstration teaching; modification and adaptation of the environment, curriculum, materials, or equipment; and direct contact with ~~children with disabilities~~ [the pupil](#) to monitor and observe.
- 2.4 “Workload” means a special education teacher’s total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

3.0 General Statement of Policy

- 3.1 Workload limits for special education teachers will be determined by the appropriate special education administrator, in consultation with the building principal and the superintendent.
- 3.2 In determining workload limits for special education staff, the school district will take into consideration the following factors: student contact minutes, evaluation and reevaluation time, indirect services, management of IEP’s, travel time, and other services required in the IEP’s of eligible students.
- 4.0 Collective Bargaining Agreement Unaffected

Policy 424 – Workload Limits for Certain Special Education Teachers

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers' exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public Employers Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers' exclusive representative.

Adopted: 10/27/15

ROSEVILLE AREA SCHOOLS
Independent School District No. 623

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- 2.4 “Workload” means a special education teacher’s total number of minutes required for all due process responsibilities, including direct and indirect services, evaluation and reevaluation time, management of individualized education programs (IEPs), travel time, parental contact, and other services required in the IEPs.

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4.0 Collective Bargaining Agreement Unaffected

Policy 424 – Workload Limits for Certain Special Education Teachers

This policy shall not be construed as a reopening of negotiations between the school district and the special education teachers' exclusive representative, nor shall it be construed to alter or limit in any way the managerial rights or other authority of the school district set forth in the Public Employers Labor Relations Act or in the collective bargaining agreement between the school district and the special education teachers' exclusive representative.

Adopted: 10/27/15
Revised:



Roseville Area Schools

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

Agenda Item: 7d

Agenda Topic: Approval of Strategic Plan Mission and Vision
Meeting Date: March 7, 2023
Contact Person: Superintendent Jenny Loeck

Background:

A vision is a desired end state. It is a brief statement describing the clear and inspirational long-term desired change resulting from the district's work.

Proposed vision:

Each learner experiences a sense of belonging and a joy of learning, is inspired and prepared to reach their potential, and contributes to our communities.

A mission is what an organization does. The mission statement of an organization is "aspirational" – an action-based statement that defines the purpose of an organization and how the organization serves its customers (in our case, students, families, staff, and community).

Discussions surrounding the mission statement determined that three key components should be included in Roseville Area Schools' mission statement: excellence, innovation, and equity. (It is not necessary to include "education" or "school" in the mission statement as the full mission statement will never appear independent of the district logo.) In addition, it is important that the mission statement be memorable, have "flow," and parallel construction. Some of the previous examples mixed nouns and verbs and felt (frankly) clunky.

Proposed mission:

We are proposing "Excellence, Innovation & Equity in All We Do" to keep us grounded in our previous mission statement "...Equity in All We Do" while truly aiming higher in how we seek to serve our students, families, staff, and communities.

Recommendation:

It is recommended that the board approve the proposed mission and vision as presented.

XX Action Required _____ Informational – No Board Action Requested

Draft Mission & Vision

■ VISION

Each learner experiences a sense of belonging and a joy of learning, is inspired and prepared to reach their potential, and contributes to our communities.

■ MISSION

Excellence, Innovation & Equity in All We Do





Roseville Area Schools

Excellence, Innovation & Equity in All We Do