



Agenda
Regular School Board
Meeting
Tuesday, June 11, 2024
6:30 PM

1. Call to Order, Roll Call
2. Agenda Adjustments
3. Announcements, Comments, Recognitions
 - 3.a. Land Acknowledgment
 - 3.b. Introduction of New Roseville Area Middle School Principal
4. Summary of Community Input Received for Action Items
5. Consent Agenda
 - 5.a. Minutes - Board Meeting of May 28, 2024
 - 5.b. Payment of Bills
 - 5.c. Personnel - Resignations, Appointments, Reductions
 - 5.d. Gifts
 - 5.e. Minnesota State High School League (MSHSL) Membership Resolution 2024-2025
 - 5.f. Education Identity and Access Management Resolution 2024-2025
 - 5.g. Apple Financial Services Equipment Lease
Speaker(s): Shari Thompson
6. Reports and Non-Action Items
 - 6.a. Alternative Teacher Professional Pay System (ATPPS) Annual Report
Speaker(s): Mike Schroeder
 - 6.b. Policy 744: Governmental Fund Type Definitions and Fund Balance Reporting (revised) First Reading
Speaker(s): Shari Thompson
7. Action Items
 - 7.a. Northeast Metro 916 Long Term Facilities Maintenance Levy
Speaker(s): Shari Thompson
 - 7.b. Policy 520: Student Discipline (revised) Second Reading
Speaker(s): Melissa Sonnek and Niceta Thomas
8. Board Reports
Speaker(s): Board Members
9. Superintendent's Report
Speaker(s): Superintendent Jenny Loeck
10. Adjournment

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

May 28, 2024

Chair Todd Anderson called the school board meeting to order at 6:30 p.m. Board members present: Todd Anderson, Mike Boguszewski, Rose Chu, Mannix Clark, Kitty Gogins, Curtis Johnson (6:55 p.m.). Board members absent: none. Also present: Jenny Loeck, superintendent of schools, and approximately twelve other visitors or staff who attended all or part of the meeting.

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

- (64) Consent Agenda. Gogins moved, Boguszewski seconded acceptance of the consent agenda, including the minutes of the school board meeting on May 14, 2024; payment of bills; resignations, appointments, reductions, adjustments; and gifts. Ayes: Anderson, Boguszewski, Chu, Clark, Gogins. Nays: none. Absent: Johnson. Motion carried unanimously.
- (65) Retirements. Chu moved, Clark seconded the retirements of Michael Maynard, Jaime Ramirez Yepez and Patricia Roth with appreciation. Ayes: Anderson, Boguszewski, Chu, Clark, Gogins. Nays: none. Absent: Johnson. Motion carried unanimously.

City of Roseville and Roseville Area Schools Shared Use Proposal. Pat Trudgeon, Roseville city manager, and Matt Johnson, Roseville parks and recreation director, shared a proposal to explore shared use facilities at Anpétu Téča Education Center and Parkview Center School. The City of Roseville plans to construct a new public works and maintenance facility and license center as part of a redesigned civic campus. The project would be funded by a sales tax referendum. Plans include the relocation of Veterans Park and loss of some city green space. By partnering with the school district to develop underutilized green space, the city could potentially build amenities that meet the needs of the community and are mutually beneficial to the city and school district. The board expressed interest in continued discussions around next steps in the planning process.

Policy 520: Student Discipline (revised) First Reading. Melissa Sonnek, assistant superintendent, and Niceta Thomas, director of student services, introduced proposed revisions to policy 520: Student Discipline. They also summarized the work of a district committee focused on supporting student success and non-exclusionary discipline.

Graduation and Postsecondary Report. Jake Von De Linde, director of student achievement, and Chris Hester, secondary equity advancement principal, provided a summary of the 2022-2023 graduation and postsecondary report. The district's overall graduation rate, which includes data from Roseville Area High School, Fairview Alternative High School, and the Roseville Adult Learning Center, was 89.6%. Roseville Area Schools' graduation rate is 6.3% higher than the statewide graduation rate and an almost 4.5% increase from the 2021-2022 school year. RAHS' graduation rate increased to 91.1%, and the four-year graduation rate for FAHS nearly doubled to 72.2%.

Postsecondary data shows a higher percentage of students pursuing postsecondary education and a decrease in the overall percentage of students taking developmental postsecondary courses. In addition, about a quarter of graduates enter the workforce.

- (66) New Course Proposals for 2025-2026. Gogins moved, Johnson seconded approval of two new courses to be offered at Roseville Area High School for the 2025-2026 school year. The proposed courses include a third-trimester extension of Advanced Placement Statistics and a Black Literature course. Ayes: Anderson, Boguszewski, Chu, Clark, Gogins, Johnson. Nays: none. Motion carried unanimously.
- (67) Non-Renewal of Licensed Probationary Employees. Chu moved, Clark seconded adoption of a resolution non-renewing the contracts of the following probationary teachers at the close of the 2023-2024 school year: Ruben Alvarado, Laura Berens, Katie Chalker, Sarah Garrison, Stacy Meck, Errol Rubenstein and Stephanie Zellmer. Ayes: Anderson, Boguszewski, Chu, Clark, Gogins, Johnson. Nays: none. Motion carried unanimously.
- (68) Meet and Confer Agreements 2023-2025. Gogins moved, Johnson seconded approval of updates to the conditions of employment for meet and confer employee groups for 2023-2025. Ayes: Anderson, Boguszewski, Chu, Clark, Gogins, Johnson. Nays: none. Motion carried unanimously.
- (69) Superintendent Contract 2024-2027. Boguszewski moved, Clark seconded approval of a contract extension for Superintendent Jenny Loeck from July 1, 2024, through June 30, 2027. Ayes: Anderson, Boguszewski, Chu, Clark, Gogins, Johnson. Nays: none. Motion carried unanimously.

Study Session Report. Rose Chu reported on the May 14 study session. The board reviewed new courses proposed for the 2025-2026 school year. The board also discussed the process for reviewing instructional materials and systems for providing alternative instruction.

Board Reports. Curtis Johnson attended an Association of Metropolitan School Districts meeting. He also attended an end-of-year recognition celebration honoring the achievements of the district's American Indian students and graduates. Kitty Gogins attended two Minnesota School Boards Association webinars and the district's Finance Advisory Committee meeting. Mannix Clark attended a track meet. Mike Boguszewski spoke about upcoming graduation ceremonies for the Roseville Adult Learning Center, Fairview Alternative High School, and Roseville Area High School. Rose Chu attended two conferences. Todd Anderson attended a District Safety and Security Team meeting. He also acknowledged the Memorial Day holiday.

Superintendent's Report. Superintendent Loeck congratulated soon-to-be graduates of Fairview Alternative High School, Roseville Area High School, and the Roseville Adult Learning Center. She also shared a statement about the district's position on electric school buses.

The Chair declared the meeting adjourned at 8:02 p.m.

Signed _____
Clerk

Approved _____
Chair

May 28, 2024

Meeting Date: June 11, 2024

PAYMENT OF BILLS:
-May 1 - May 15, 2024

That bills in the amount of: **\$6,932,197.15** by the following funds be approved.

GENERAL	\$6,287,213.28
FOOD SERVICE	\$242,531.18
COMMUNITY SERVICE	\$311,824.38
BUILDING FUND	\$0.00
DEBT FUND	\$0.00
READING RECOVERY	\$0.00
AMSD	\$13,583.18
OPEB DEBT	\$0.00
DENTAL INS FUND	\$36,699.28
NO SUBURBAN COLLABORATIVE	\$29,716.84
EXTRA CURRICULAR-STU ACTIVITY	\$10,629.01

RECOMMENDATION:

That above payments are included in check numbers:

WIRE TRANSFERS	202300535	through	202300560
CHECKS	355232	through	355541
CAPITAL ONE AP CHECKS	8404	through	8423
ACH A/P	232411059	through	232411142

PAYMENT DISTRIBUTION BY FUND:

	GENERAL	FOOD SERVICE	COMMUNITY SERVICE	BUILDING CONSTRUCT	DEBT FUND	Delta Dental Self Insured	28-RR Fiscal Agent	29-AMSD Fiscal Agent	OPEB	N SUB COLL/ SCHLSHP	EXTRA CURR-STU ACTIVITY	TOTAL DISBURSEMENTS
WIRE TRANSFERS	\$2,975,631.93	\$35,424.14	\$108,206.55			\$36,699.28		\$3,740.02			\$2,547.78	\$3,162,249.70
CHECKS	\$1,389,083.09	\$132,210.71	\$45,604.85					\$682.98		\$29,716.84	\$8,021.41	\$1,605,319.88
CAPITAL ONE A/P	\$12,140.50	\$10,536.03	\$117.26								\$0.00	\$22,793.79
ACH A/P	\$8,258.85	\$79.50	\$248.71								\$59.82	\$8,646.88
TRANSFER TO P/R	\$1,902,098.91	\$64,280.80	\$157,647.01					\$9,160.18				\$2,133,186.90
VOID CHECKS	\$0.00	\$0.00	\$0.00								\$0.00	\$0.00
TOTAL	\$6,287,213.28	\$242,531.18	\$311,824.38	\$0.00	\$0.00	\$36,699.28	\$0.00	\$13,583.18	\$0.00	\$29,716.84	\$10,629.01	\$6,932,197.15

BOND CONSTRUCTION FUNDS

	May 1, 2024			
	Cash & Investments	Revenue	Disbursements	Balance
	Balance	5/1 to 5/31	5/1 to 5/31	Remaining as of 5/31/24
	\$8,668,655.45	\$0.00	\$0.00	\$8,668,655.45

RECOMMENDATION:

The above disbursements include check numbers:

CHECKS May 1 - May 15, 2024	through	\$0.00	*start with 102708
WIRES	through	\$0.00	
VOID CHECKS		\$0.00	

Human Resources Information

5-C

Meeting Date

06/11/24

Change in Continuing Contract

Bertsch, Colleen

Effective Date 8/26/2024

Parkview Center School

Orchestra Teacher

Was working a 1.0 FTE and will now be working a .95 FTE for the 24-25 school year.

Caudle, Amanda

Effective Date 8/26/2024

ParkviewCenter School

Music Teacher

Was working a .88 FTE and will now be working a .9 FTE for the 24-25 school year.

Hokanson, Katie

Effective Date 8/26/2024

Little Canada Elementary

Elementary Teacher

Was working a .5 FTE and will now be working a 1.0 FTE for the 24-25 school year.

Hurley, Barbara

Effective Date 8/26/2024

Parkview Center School

English Teacher

Was working a .91 FTE and will now be working a 1.0 FTE for the 24-25 school year.

Change of Position

Benz, Melissa

Effective Date 6/24/2024

District Center

Business Office Specialist

Was working as a Building Secretary and will now be working as a Business Office Specialist.

Hired-New Licensed

Cuate-galarza, Jasleen

Effective Date 8/26/2024

Little Canada Elementary

Special Education Teacher

Hired working a .5 FTE for the 24-25 school year.

Human Resources Information

5-C

Meeting Date

06/11/24

Fischer, Mary

Effective Date 8/26/2024

Central Park Elementary

ELL Teacher

Hired working a 1.0 FTE for the 24-25 school year.

Fondren, Demond

Effective Date 8/26/2024

Roseville Area High School

Science Teacher

Hired working a 1.0 FTE for the 24-25 school year.

Jackola, Andrea

Effective Date 8/26/2024

Emmet Williams Elementary

Speech Language Pathologist

Hired working a 1.0 FTE for the 24-25 school year.

Keleny, Michelle

Effective Date 7/1/2024

Little Canada Elementary

Associate Principal

Hired working as an Associate Principal.

Koshiol, Peter

Effective Date 8/26/2024

Brimhall Elementary School

Speech Language Pathologist

Hired working a 1.0 FTE for the 24-25 school year.

Lariviere, Jennifer

Effective Date 8/26/2024

Little Canada Elementary

Elementary Teacher

Hired working a 1.0 FTE for the 24-25 school year.

Larson, Janell

Effective Date 8/26/2024

Districtwide

School Nurse

Hired working a .65 FTE for the 24-25 school year.

Human Resources Information

5-C

Meeting Date

06/11/24

Merriwether, Malaya

Effective Date 8/26/2024

Central Park Elementary

Elementary Teacher

Hired working a 1.0 FTE for the 24-25 school year.

Morgan, Martina

Effective Date 8/26/2024

Brimhall Elementary

Occupational Therapist

Hired working a .1 FTE for the 24-25 school year.

Onken, Grace

Effective Date 8/26/2024

Little Canada Elementary

Special Education Teacher

Hired working a 1.0 FTE for the 24-25 school year.

Ortiz-robles, Martha

Effective Date 8/26/2024

Little Canada Elementary

Elementary Teacher

Hired working a 1.0 FTE for the 24-25 school year.

Palm, Brianna

Effective Date 8/26/2024

Parkview Center School

Elementary Orchestra Teacher

Hired working a .5 FTE for the 24-25 school year.

Sturgis, Sara

Effective Date 8/26/2024

Roseville Area High School

School Nurse

Hired working a 1.0 FTE for the 24-25 school year.

Supple, Kristin

Effective Date 8/26/2024

Central Park Elementary

Elementary Teacher

Hired working a 1.0 FTE for the 24-25 school year.

Human Resources Information

5-C

Meeting Date

06/11/24

Thiede, Anna

Effective Date 8/26/2024

Roseville Area Middle School

Science Teacher

Hired working a 1.0 FTE for the 24-25 school year.

Weller, Sarah

Effective Date 8/26/2024

Brimhall Elementary

Speech Language Pathologist

Hired working a 1.0 FTE for the 24-25 school year.

Hired-New Licensed Long Term Substitute

Dailey, Amy

Effective Date 8/26/2024

Little Canada Elementary

Multi Lingual Learner Teacher

Hired working a .35 FTE Long Term Substitute for the 24-25 school year.

Gronfor, Amelia

Effective Date 8/26/2024

Parkview Center School

Elementary Teacher

Hired working as a 1.0 Long Term Substitute for the 24-25 school year.

Kalina, Dawn

Effective Date 3/18/2024

Roseville Area Middle School

Media Specialist

Hired working as a 1.0 FTE Long Term Substitute for through 6/7/24.

Penrod, Elizabeth

Effective Date 8/26/2024

Falcon Heights Elementary

Elementary Teacher

Hired working as a 1.0 FTE Long Term Substitute for the 24-25 school year.

Human Resources Information

5-C

Meeting Date

06/11/24

Taylor, Samantha

Effective Date 8/26/2024

Roseville Area Middle School

English Teacher

Hired working as a 1.0 FTE Long Term Substitute for the 24-25 school year.

Ulmen-blahut, Kylee

Effective Date 8/26/2024

Roseville Area Middle School

Social Studies Teacher

Hired working a 1.0 FTE Long Term Substitute for the 24-25 school year.

Hired-Non-Licensed

Bachhuber, Mary

Effective Date 8/27/2024

Little Canada Elementary

Media Technology Testing Assistant

Hired working 8 hours per day for the 24-25 school year.

Brown, Braniyah

Effective Date 8/27/2024

Roseville Area Middle School

Special Education Paraprofessional

Hired working 7 hours per day for the 24-25 school year.

Chiout, Soumia

Effective Date 8/27/2024

Central Park Elementary

Special Education Paraprofessional

Hired working 6 hours per day for the 24-25 school year.

Chresand, Tatiana

Effective Date 8/27/2024

Anpetu Teca Education Center

ECSE Paraprofessional

Hired working 6.35 hours per day for the 24-25 school year.

Human Resources Information

5-C

Meeting Date

06/11/24

Irving, Tiffany

Effective Date 8/27/2024

Emmet Williams Elementary

Special Education Paraprofessional

Hired working 7 hours per day for the 24-25 school year.

Reak, Alexandra

Effective Date 7/1/2024

Roseville Area High School

Activities Coordinator

Hired working 8 hours per day.

Roberts, Audrey

Effective Date 6/17/2024

Harambee Elementary

Out of School Time Program Specialist

Hired working 8 hours per day.

Roycraft, Jason

Effective Date 6/3/2024

Edgerton Elementary

Out of School Time Site Coordinator

Hired working 8 hours per day.

Resignation-Licensed

Biebighauser, Cheryl

Effective Date 6/7/2024

Emmet Williams Elementary

Elementary Teacher

Resigned effective 06/07/24.

Brown, Timothy

Effective Date 6/30/2024

Brimhall Elementary

Special Education Supervisor

Resigned effective 06/30/24.

Human Resources Information

5-C

Meeting Date

06/11/24

Chermack, Shelly

Effective Date 6/6/2024

Roseville Area High School

Math Teacher

Resigned effective 06/07/24.

Cook, Johnny

Effective Date 6/30/2024

Roseville Area Middle School

Secondary Principal

Resigning effective 6/30/24.

Fladeboe, Catherine

Effective Date 6/7/2024

Brimhall Elementary

Special Education Teacher

Resigned effective 6/7/24.

Hauser, Katie

Effective Date 6/7/2024

Roseville Area Middle School

Band/Orchestra Teacher

Resigned effective 06/07/24,

Hooper, Susan

Effective Date 6/7/2024

Brimhall Elementary

DAPE Teacher

Resigned effective 6/7/24.

Jensen, Laura

Effective Date 7/31/2024

Harambee Elementary

School Psychologist

Resigning effective 07/31/24.

Just, Tascha

Effective Date 6/7/2024

Emmet Williams

School Psychologist

Resigned effective 06/07/24

Human Resources Information

5-C

Meeting Date

06/11/24

Kaste, Karl

Effective Date 6/7/2024

Roseville Area High School

Business Teacher

Resigned effective 06/07/24

Picard, Montana

Effective Date 6/7/2024

Roseville Area High School

Special Education Teacher

Resigned effective 06/07/24

Piper, Molly

Effective Date 6/7/2024

Anpetu Teca Education Center

Speech Language Pathologist

Resigned effective 06/07/24.

Relson, Mark

Effective Date 6/7/2024

Career Technical Education Teacher

Resigned effective 06/07/24.

Schwanke, Benjamin

Effective Date 5/17/2024

Roseville Area Middle School

Mathematics Teacher

Resigned from leave effective 05/17/24.

Stone, Emily

Effective Date 6/7/2024

Emmet Williams Elementary

Special Education Teacher

Resigned effective 06/07/24.

West, Nathan

Effective Date 6/7/2024

Brimhall Elementary

Special Education Teacher

Resigned effective 06/07/24.

Human Resources Information

5-C

Meeting Date

06/11/24

Yang-lee, Mao

Effective Date 6/7/2024

Little Canada Elementary

Intervention Teacher

Resigned effective 06/07/24.

Resignation-Non-Licensed

Beamon, Lamontzrae

Effective Date 6/7/2024

Anpetu Teca Education Center

Pre-K Paraprofessional

Resigned effective 6/7/24.

Chang, Jaya

Effective Date 6/7/2024

Anpetu Teca Education Center

Pre-K Paraprofessional

Resigned effective 6/7/24.

Chirimwami, Venansi

Effective Date 5/22/2024

Parkview Center School

Special Education Paraprofessional

Resigned effective 05/22/24.

Christensen, Crysta

Effective Date 5/31/2024

Edgerton Elementary

Out of School Time Site Coordinator

Resigned effective 5/31/24.

Emery, Benjamin

Effective Date 5/28/2024

Little Canada Elementary

Out of School Time Program Specialist

Resigned effective 5/28/24.

Human Resources Information

5-C

Meeting Date

06/11/24

Jansen, Leann

Effective Date 6/6/2024

Central Park Elementary

Special Education Paraprofessional

Resigned effective 06/06/24.

Johnson, Jason

Effective Date 6/7/2024

Roseville Area High School

Media Center Paraprofessional

Resigned effective 06/07/24.

Retirement

Anderson, Lynn

Effective Date 6/6/2024

Roseville Area High School

Paraprofessional

Retired effective 06/06/24. Ms Anderson has worked for the district for 31 years.

Johnson, Laurel

Effective Date 6/6/2024

Anpetu Teca Education Center

ECSE Paraprofessional

Retired effective 06/06/24. Ms Johnson worked for the district for 17 years.

GIFTS TO SCHOOLS 2023/24

SCHOOL BUILDING	NAME/ADDRESS OF DONOR	GIFT	USE
Edgerton Elementary School	Red Balloon Bookshop Attn: Holly Weinkauf 891 Grand Ave St. Paul, MN 55105	\$879.00	Books for author visit
Harambee Elementary School	Jessica Prenzlou-Morgan 1412 Sheldon St St. Paul, MN 55108	Hand warmers and toe warmers	Staff use
Harambee Elementary School	Joe's Sporting Goods 33 County Road B East Maplewood, MN 55117	Hand warmers and \$4,000.00	Staff use and principal's discretionary fund
Harambee Elementary School	Minnesota Masonic Charities 11501 Masonic Home Dr Minneapolis, MN 55437-9836	\$1,000.00	6th grade Osprey Wilds field trip
Harambee Elementary School	Montgomery Lodge #258, A.F. & A.M. 200 Plato Blvd East St. Paul, MN 55107	\$1,000.00	6th grade Osprey Wilds field trip
Roseville Area High School	Roseville Girls Lacrosse Booster Club 1240 County Rd B2 W Roseville, MN 55113	\$660.00	Scrimmages
Roseville Area High School	Roseville Anderson-Nelson VFW Auxiliary No. 7555 1145 Woodhill Drive Roseville, MN 55113	\$250.00	Trap team
Roseville Area High School	RAHS Bullpen Baseball Booster Club 1240 County Rd B2 W Roseville, MN 55113	\$63.99	Shipping costs for baseball gear
Roseville Area High School	Anthony Black 1396 California Ave W Falcon Heights, MN 55108	\$281.71	Alpine ski team

Roseville Area High School	Joshua Callahan 280 Ironton St NE Fridley, MN 55432	\$200.00	Hole sponsorship for boys golf tournament fundraiser
Roseville Area High School	Jeff Peterson 2239 Burr Street Maplewood, MN 55117	\$800.00	Band, orchestra and choir programs

Agenda Topic: Minnesota State High School League Membership Resolution 2024-2025
Meeting Date: June 11, 2024
Contact Person: Andrea Schmidt

Background:

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

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

Recommendation:

It is recommended that the board approve the resolution for membership in the MSHSL for the 2024-2025 school year.

Action Required

Informational – No Board Action Requested



**2024-2025 RESOLUTION FOR MEMBERSHIP
IN THE MINNESOTA STATE HIGH SCHOOL LEAGUE
Membership Renewal Form**

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

Must be completed and submitted to MSHSL NOT LATER THAN JULY 31, 2024. Retain one copy for the school files.

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

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

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

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

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

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

The following is taken from the MSHSL Constitution:

208.00 LOCAL CONTROL

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

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

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

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

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

Roseville Area High School

Name of School (Please Print)

208.01 VOTE ON BEHALF OF THE HIGH SCHOOL

(Designated School Board Member – please print)

(Designated School Representative – please print)

Email Address

Email Address

208.02 ACTIVITY REPRESENTATIVES

(Boys Sports – please print)

(Girls Sports – please print)

(Speech – please print)

(Music – please print)

208.03 LOCAL ADVISORY COMMITTEE MEMBERS

(Board Member—please print)

(Student—please print)

(Parent—please print)

(Faculty Member—please print)

(Mailing Representative—please print)

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

Dr. Jenny Loeck

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

Print Name: _____
(Superintendent or Head of School)

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

Signed: _____
(Superintendent or Head of School)

Date: _____

Date: _____

Agenda Topic: Minnesota Department of Education (MDE) Identified Official with Authority
Meeting Date: June 11, 2024
Contact Person: Mechelle Tessem

Background:

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

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

Recommendation:

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

Action Required

Informational – No Board Action Requested



Roseville Area Schools

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

Education Identity and Access Management Board Resolution

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

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

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

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

Organization Name: Roseville Area Schools

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

Superintendent or Exec. Director Name: Dr. Jenny Loeck

Will act as the IOwA? Yes No

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

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

Print Name: _____

Title: _____

Board Member Signature:

Name: _____

Date: _____

Agenda Topic: Apple Financial Services Equipment Lease
Meeting Date: June 11, 2024
Contact Person: Shari Thompson

Background:

Enclosed for your approval is a copy of a lease purchase agreement for 1,400 replacement iPads and 250 MacBook Airls. The iPads will support replacement of the Personalized Learning Initiative for grades 6-12 this fall. The MacBooks are part of the computer replacement cycle for staff.

This is a three-year lease with Apple Financial Services, which allows the district to spread the cost over three fiscal years. The annual payment for the lease is \$222,939.

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

Recommendation:

It is recommended that the board approve the lease with Apple Corporation as presented.

 X Action Required

 Informational – No Board Action Requested

EXHIBIT C

RESOLUTION NO. _____ OF Independent School District No. 623
 AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
 OF A MASTER LEASE PURCHASE AGREEMENT;
 AND APPROVING THE EXECUTION AND DELIVERY OF
 SCHEDULE NO. 9 TO THE MASTER LEASE PURCHASE AGREEMENT.

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

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

WHEREAS, in order to finance the costs of acquiring the Equipment, the Other desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 9 thereto, which together constitute the "Lease"; and

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

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

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

Section 2. The Other hereby authorizes and approves the execution and delivery of Schedule No. 9 to the Master Lease in an amount not to exceed \$668,817.50 for the purpose of financing the costs of the acquisition and installation of the Project;

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

Name	Title

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

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

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

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

 Signatory

Attest: _____
 District Clerk

EXHIBIT G

INCUMBENCY CERTIFICATE

Schedule No. 9 to Master Lease Purchase Agreement dated August 1 2014

Being a knowledgeable and authorized agent of the Lessee, I hereby certify to Lessor that the person(s) who executed the Master Lease and this Schedule are legally authorized to do so on behalf of the Lessee and that the signatures that appear on the Master Lease and Schedule are genuine.

LESSEE: **Independent School District No. 623**

Signature: **X** _____

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

Date: **X** _____

(THE INCUMBENCY IS TO BE EXECUTED BY A PERSON OTHER THAN THE SIGNER OF THIS SCHEDULE AND RELATED DOCUMENTS. THIS MAY BE A BOARD CLERK/SECRETARY, BOARD MEMBER OR SUPERINTENDENT.)

ELECTRONIC SIGNATURE ADDENDUM

MASTER LEASE PURCHASE AGREEMENT DATED AS OF August 1 2014

RECITALS

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

NOW THEREFORE,

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

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

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

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

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

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

LESSOR:

APPLE INC.

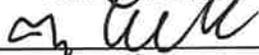
By:  Digitally signed by
Michael J. Krahenbuhl

Name: Michael Krahenbuhl

Title: Attorney in fact for Apple Inc.

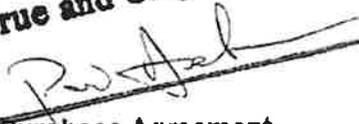
LESSEE:

INDEPENDENT SCHOOL DISTRICT No. 623

By: 

Name: Jenny Loock

Title: Superintendent



Master Lease Purchase Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

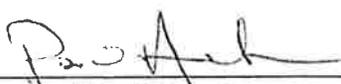
23. **RELEASE AND INDEMNIFICATION.** To the extent permitted by applicable state law and subject to Section 6, Lessee shall indemnify, release, protect, hold harmless, save and defend Lessor from and against any and all liability, obligation, loss, claim, tax and damage whatsoever, regardless of the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

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

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

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

LESSOR: APPLE INC.

BY: 
TITLE: Paul Henderson
Group Manager
Commercial Lend:

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

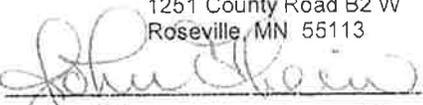
BY: 
TITLE: Superintendent
FED TAX ID#: 41-600-3439

EXHIBIT A

Schedule No. 9 Dated June 25 2024 to Master Lease Purchase Agreement Dated August 1 2014

This Schedule No. 9 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated August 1 2014 ("Master Lease"), and is effective as of June 25 2024. All of the terms and conditions of the Master Lease, including Lessee's representations and warranties, are incorporated herein by reference. Unless otherwise indicated, all capitalized terms used but not otherwise defined herein shall have the same meaning as set forth in the Master Lease.

To the extent that less than all of the Equipment subject to this Schedule has been installed and accepted by Lessee on or prior to the date hereof, Lessee hereby acknowledges that a portion of the Equipment has not been delivered, installed and accepted by Lessee for purposes of this Lease. In consideration of the foregoing, Lessee hereby acknowledges and agrees that its obligation to make Lease Payments as set forth in this Schedule is absolute and unconditional as of the date hereof and on each date and in the amounts as set forth in the Lease Payment Schedule, subject to the terms and conditions of the Lease.

Lessee expressly represents that at least ninety-five percent (95%) of the financing cost set forth in this Schedule is being used to acquire Equipment that will be capitalizable for federal income tax purposes

EQUIPMENT INFORMATION	
<i>Computer Hardware--See attached Exhibit 1.</i>	

LEASE PAYMENT SCHEDULE						
Pmt #	Payment Date	Payment Amount	Interest	Principal	Purchase Price after scheduled payment(s)	Outstanding Balance
	6/25/2024					\$668,817.50
1	7/5/2024	\$222,939.17	\$0.00	\$222,939.17	\$445,878.33	\$445,878.33
2	7/5/2025	\$222,939.17	\$0.00	\$222,939.17	\$222,939.16	\$222,939.16
3	7/5/2026	\$222,939.16	\$0.00	\$222,939.16	\$0.00	\$0.00
Totals:		\$668,817.50	\$0.00	\$668,817.50	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$632,312.85 and that such amount is the Issue Price for the Lease for federal income tax purposes. The difference between the principal amount of this Lease and the Issue Price is Original Issue Discount ("OID") for federal income tax purposes. The Yield for this Lease for federal income tax purposes is 5.7143% per annum. Such Issue Price and Yield will be stated in the Form 8038-G or 8038-GC, as applicable.

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

Commencement Date: June 25 2024

LESSOR: **APPLE INC.**

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

SIGNATURE: X _____

SIGNATURE: X _____

NAME / TITLE: X _____

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

DATE: X _____

DATE: X _____

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 9
 under Master Lease Purchase Agreement dated August 1 2014

Item #	Details	Qty
1	10.2-inch iPad Wi-Fi 64GB - Space Gray (Packaged in a 10-pack) Part Number: MK2Y3LL/A	1400
2	Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-inch iPad (7th, 8th & 9th generation) - Blue Part Number: HNMA2ZM/A	650
3	13-inch MacBook Air: Apple M2 chip with 8-core CPU and 8-core GPU, 256GB - Space Gray (Packaged in a 5-pack) Part Number: MLY73LL/A Configuration: 065-CCJT : Apple M2 chip with 8-core CPU, 8-core GPU, 16-core Neural Engine 065-CCJW : 8GB unified memory 065-CCJY : 256GB SSD storage 065-CD7F : 30W USB-C Power Adapter 065-CCLY : 1080p FaceTime HD camera 065-CCM0 : Two Thunderbolt / USB 4 ports 065-CCM1 : MagSafe 3 charging port 065-CCM2 : 13.6-inch Liquid Retina display with True Tone 065-CD5W : None 065-CD09 : Backlit Magic Keyboard with Touch ID - US English 065-CD0T : Accessory Kit	250

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



Apple Inc. Education Price Quote

Customer:
 Tina Clasen
 ROSEVILLE AREA SCHOOLS
 Phone: 651-635-1685
 Email: tina.clasen@isd623.org

Apple Inc:
 Laurie Spinner
 Email: lspinner@apple.com

Apple Quote:
 2212762001

Quote Date:
 April 30, 2024

Quote Valid Until:
 May 30, 2024

Quote Comments:

Item #	Details	Qty	Unit List Price	Disc. Per Unit	Unit Disc. Price	Extended Disc. Price
1	10.2-inch iPad Wi-Fi 64GB - Space Gray (Packaged in a 10-pack) Part Number: MK2Y3LL/A	1400	\$294.00	\$15.00	\$279.00	\$390,600.00
2	Logitech Rugged Combo 3 Case with Integrated Smart Connector Keyboard for 10.2-inch iPad (7th, 8th & 9th generation) - Blue Part Number: HNMA2ZM/A	650	\$89.95	\$0.00	\$89.95	\$58,467.50
3	13-inch MacBook Air: Apple M2 chip with 8-core CPU and 8-core GPU, 256GB - Space Gray (Packaged in a 5-pack) Part Number: MLY73LL/A Configuration: 065-CCJT : Apple M2 chip with 8-core CPU, 8-core GPU, 16-core Neural Engine 065-CCJW : 8GB unified memory 065-CCJY : 256GB SSD storage 065-CD7F : 30W USB-C Power Adapter 065-CCLY : 1080p FaceTime HD camera 065-CCM0 : Two Thunderbolt / USB 4 ports 065-CCM1 : MagSafe 3 charging port 065-CCM2 : 13.6-inch Liquid Retina display with True Tone 065-CD5W : None 065-CD09 : Backlit Magic Keyboard with Touch ID - US English 065-CD0T : Accessory Kit	250	\$879.00	\$0.00	\$879.00	\$219,750.00

Extended Education List Price Total \$689,817.50

Total Discount \$21,000.00

[Terms & Use](#) | [Privacy Policy](#) | [Return Policy](#)

Extended Discounted Price Subtotal	\$668,817.50
Additional Tax	\$0.00
Estimated Tax	\$0.00
Total Tax	\$0.00
Extended Discounted Total Price*	\$668,817.50

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

[Terms & Use](#) | [Privacy Policy](#) | [Return Policy](#)

Disclosure

This document has been created for you as Apple Quote ID **2212762001**.

Your institution's Authorized Purchaser may submit an order online at <https://ecommerce.apple.com>. Go to the Quote area of your Apple Online Store, click on it and convert to an order.

- If you're the authorized purchaser and need assistance in registering for access to the Apple Online Store, please contact your Apple Sales Representative.

This is a quote for the sale of products or services. Your use of this quote is subject to the following provisions which can change on subsequent quotes:

- A. Any order that you place in response to this Quote will be governed by the purchase agreement between Apple Inc. ("Apple") and you or another entity under which you're authorized to purchase under, in effect at the time you place the order.
 - If you do not have a purchase agreement in effect with Apple, please contact csteam.edu@apple.com.
- B. All sales are final. Please review Return Policy below if you have any questions. If you use your institution's Purchase Order form to place an order in response to this Quote, Apple rejects any Terms set out on the Purchase Order that are inconsistent with or in addition to the Terms of the governing purchase agreement between the parties.
- C. Unless this Quote specifies otherwise, it remains in effect until the Quote Valid Until Date set forth above. Apple reserves the right to withdraw this Quote before an order is placed, modify, or cancel any provision of this Quote, or cancel any orders placed.

Agenda Topic: Alternative Teacher Professional Pay System (ATPPS) Annual Report
Meeting Date: June 11, 2024
Contact Person: Mike Schroeder

Background:

ATPPS is Roseville Area Schools' implementation of Quality Compensation (Q-Comp). Over 550 district teachers participated in ATPPS during the 2023-2024 school year.

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

Recommendation:

Action Required Informational – No Board Action Requested



ROSEVILLE AREA SCHOOLS

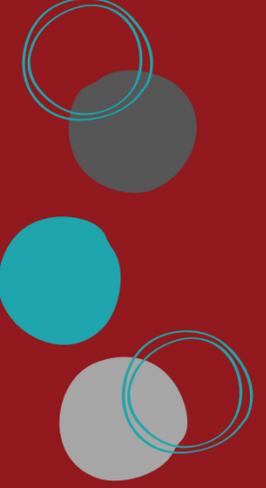
*Alternative Teacher Professional
Pay System Annual Report*

June 11, 2024

Agenda

- Overview
- Feedback
- Impact
- Effectiveness
- Improvements & Recommendations





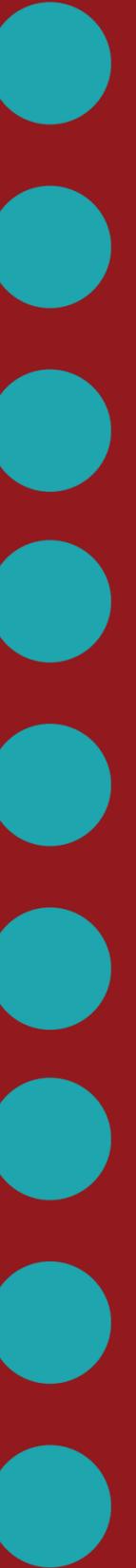
What is ATPPS?

It is a voluntary program that allows local districts and teacher's unions to work together and agree on a plan that meets 4 components of the law.

- Career Advancement Options
- Job-embedded Professional Development
- Teacher Development & Evaluation (TDE)
- Performance Pay & Reformed Salary Schedule

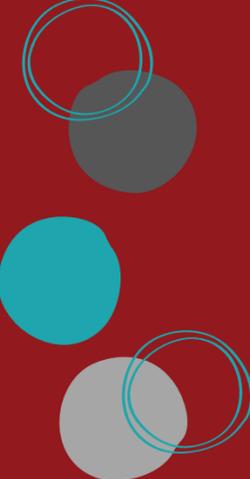
Why do we Report?

- Required by statute to report on ATPPS
 - Implementation
 - Effectiveness
 - Annual Recommendations to the Board
- Continuous Improvement



ATPPS Focus

- Implementing Professional Learning Communities (PLCs) with fidelity
- Elementary focus: PLC Questions 1 & 2
- Secondary focus: PLC Questions 3 & 4



PLC Questions

Question 1: What do we want all students to know and be able to do?

Question 2: How will we know if they learn it?

Question 3: How will we respond when some students do not learn it?

Question 4: How will we extend the learning for students who have demonstrated proficiency?

Implementation & Effectiveness: How do we know?

- End of Year Staff Survey
- Site Program Review
- Student Outcomes

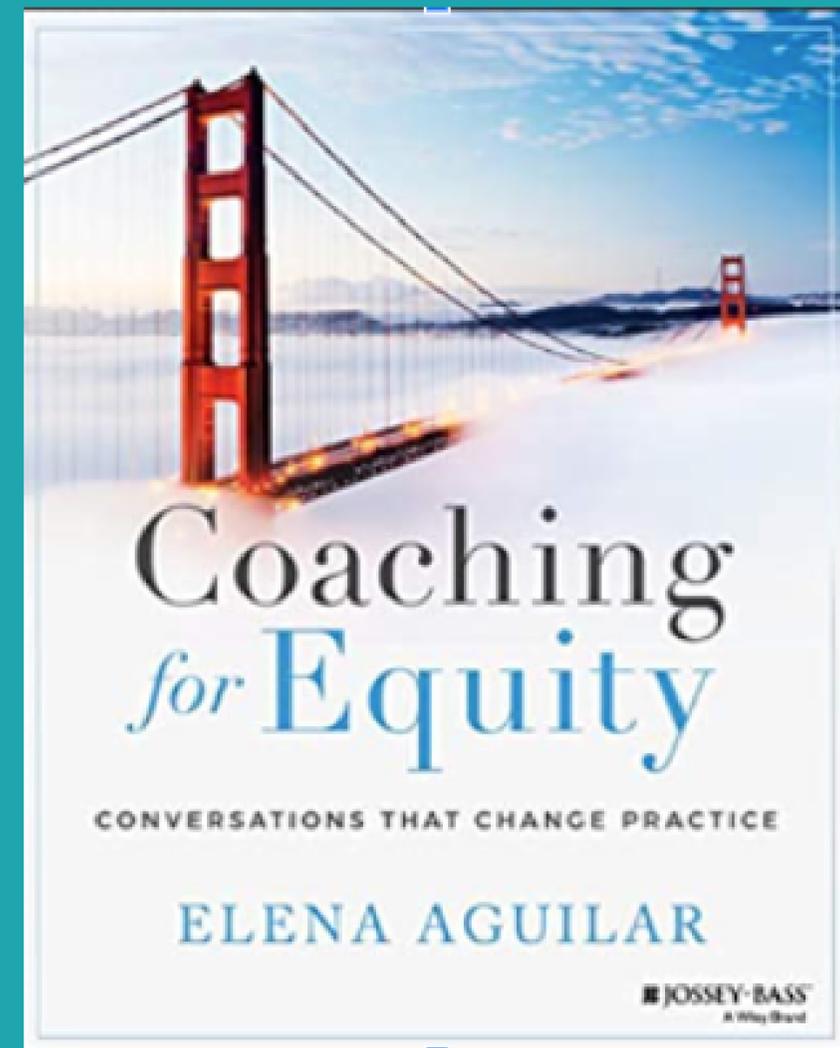


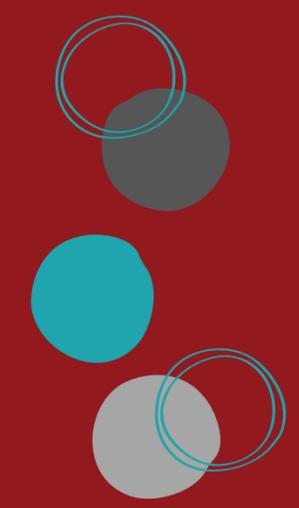
Professional Development

Lead Teacher's Book Study

Coaching for Equity:
Conversations that Change
Practice

By Elena Aguilar





Feedback

ATPPS Teacher Survey: Collaborative Teams

To what extent do you agree with the following statements?

■ As an individual teacher, I critically reflect on how my specific instructional practices impact student learning and take action as needed. | **99.3%**

Agree/Strongly Agree

■ I adjust instructional practices in my classroom based on my students' performance on formative/common formative assessments. | **99.3%**

Agree/Strongly Agree

■ As a collaborative team, we regularly (at least monthly) adjust our instructional practices across all classrooms based on student performance on formative/common formative assessments. | **99.0% Agree/Strongly Agree**

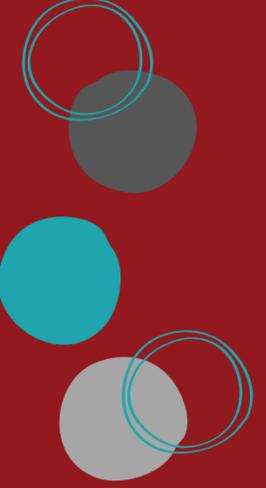
ATPPS Teacher Survey: Lead Teachers

To what extent do you agree with the following statements?

■ My Lead Teacher/PLC Coach helps build capacity within the team to engage in collaborative coaching. | **92.0% Agree/Strongly Agree**

■ My Lead Teacher/PLC Coach builds a relationship with team members to understand their needs and to create an inclusive environment. | **94.3% Agree/Strongly Agree**

■ My Lead Teacher/PLC Coach supports my PLC as a priority in the building. | **95.0% Agree/Strongly Agree**



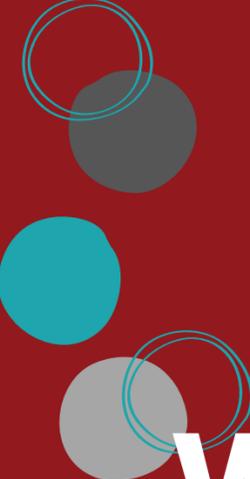
**What was
most
valuable
about the
support you
received?**

Lead Teachers

- Supportive Feedback
- Guidance
- Consistency
- Extension Help
- Open Door / Accessible
- Positive Attitude
- Strategies
- Relationships
- Resources
- Honesty
- Coaching

ATPPS Teacher Survey: Principal /Supervisor

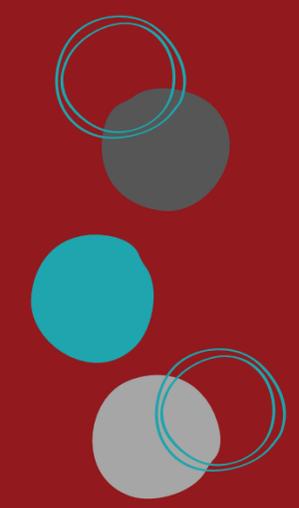
- My principal/Supervisor has high expectations for teachers and teams to improve their practice and cultural responsiveness. | **93.6% Agree/Strongly Agree**
- My principal/supervisor takes an active role in cultivating a safe environment (vulnerability, trust) where teachers share collective responsibility for equitable student and teacher growth. | **82.3% Agree/Strongly Agree**
- My principal/supervisor consistently provide support for team members | **79.9% Agree/Strongly Agree**



What was Most Valuable about the support you received?

- Feedback
- Trust & Respect
- Guidance
- Time
- Flexibility
- Resources
- Clear Expectations
- Visible
- Listening
- Conversations
- Organization
- Problem Solving

Principal / Supervisor



Impact

Impact of PLCs on Professional Growth

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

- Analyzing data to make decisions on instructional strategies | **97.0% Report Positive Impact**
- Developing and monitoring SMART goals and having a clear plan to achieve them | **92.3% Report Positive Impact**
- Maintaining a collective responsibility for all students' learning that is grounded in equity | **97.7% Report Positive Impact**



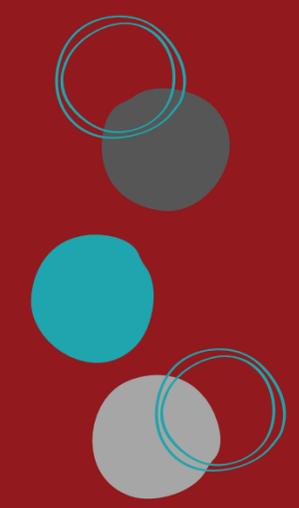
Impact of PLCs on Student Outcomes

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

■ Analyzing data to make decisions on instructional strategies | **98.7% Report Positive Impact**

■ Developing and monitoring SMART goals and having a clear plan to achieve them | **93.6% Report Positive Impact**

■ Maintaining a collective responsibility for all students' learning that is grounded in equity | **97.7% Report Positive Impact**



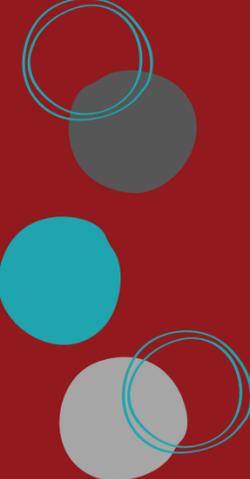
Effectiveness

Effectiveness | Student Achievement

Team Goals

- 75.2% of Roseville staff met their Team Goal for 2023-24
- Previous Years in Roseville
 - 79% in 22-23
 - 80% in 21-22
 - 74% in 20-21
 - No Data in 2019-2020
 - 84% in 18-19
 - 85% in 17-18





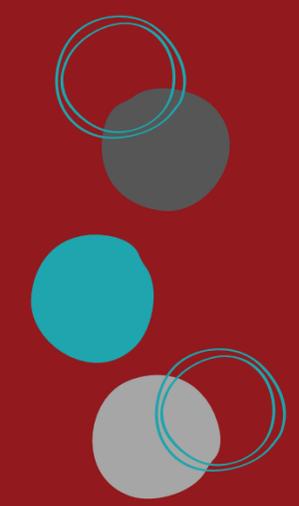
Site Goals

Sites that met their goal

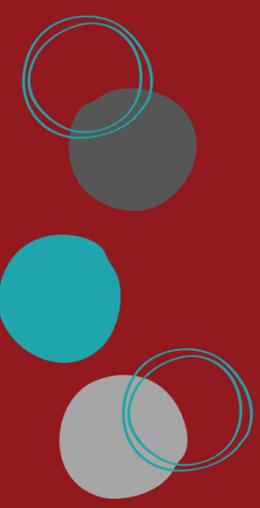
- Roseville Area High School
- Parkview
- Early Childhood Special Education

Historical Roseville Data

- 3 of 12 sites met their site goal for 23-24
- 5 of 12 sites met their site goal for 22-23
- 3 of 12 sites met their site goal for 21-22



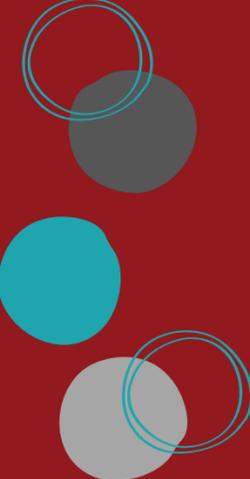
Improvement & Recommendations



Areas for Improvement

Based on site program reviews and surveys:

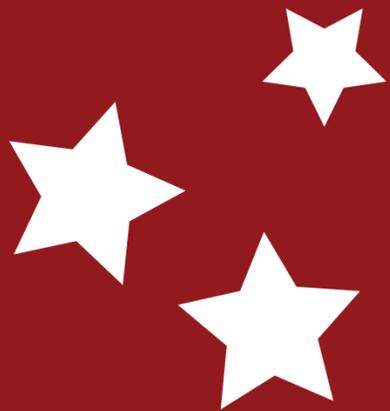
- Monitor literacy data and go deeper into assessments
- Time for lead teachers to analyze data and coach
- Improve tier 1 practices



Recommendations

- Provide professional development to Lead Teachers and Principals that deepens our learning from our Coaching for Equity book study
- Dedicated time for data and assessment literacy training
- Time to focus on equitable grading practices at the secondary level
- Literacy focus at the elementary level (ELA implementation with continued LETRS training)
- PLC Questions 1 and 2 at elementary and secondary

Discussion & Questions



Agenda Topic: Policy 744: Governmental Fund Type Definitions and Fund Balance Reporting (revised) First Reading
Meeting Date: June 11, 2024
Contact Person: Shari Thompson

Background:

Shari Thompson, director of business services, will review recommended changes to Policy 744: Governmental Fund Type Definitions and Fund Balance Reporting. Updates include a proposed increase in the district's minimum unassigned fund balance. This will be the first reading of the policy. The policy was last reviewed in September 2017.

Recommendation:

Action Required Informational – No Board Action Requested

ROSEVILLE AREA SCHOOLS
Independent School District No. 623

Policy 744 – Governmental Fund Type Definitions and Fund Balance Reporting

1.0 Purpose

The board recognizes that the maintenance of a fund balance is essential to the preservation of the financial integrity of the district and is fiscally advantageous for both the district and the taxpayer. An unassigned fund balance is an important measure of economic stability and thus, it is essential that the district maintain adequate levels in the unassigned fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. It is also important that the fund balance does not greatly exceed the level needed to mitigate a reasonable level of financial risk so that the district maximizes spending the taxpayer dollars on schools and student programming. This policy establishes parameters and provides guidance concerning the desired level of year-end fund balances (June 30th of any given year) to be maintained by the district.

2.0 General Statement of Policy

The policy of this school district is to comply with the provisions of the Governmental Accounting Standards Board (GASB) and GASB Statement No. 54. To the extent a specific conflict occurs between this policy and the provisions of GASB Statement No. 54, the GASB Statement shall prevail.

3.0 Definitions

3.1 Fund balance is a measurement of available financial resources and is the difference between total assets and total liabilities in each of the district's governmental funds.

GASB No. 54, Fund Balance Reporting and Governmental Fund Type Definitions, distinguishes fund balance classifications based on the relative strength of the constraints that control the purposes for which specific amounts can be spent.

3.2 Beginning with the most binding constraints, fund balance will be reported in the following five classifications.

3.2.1 Non-spendable fund balance – funds that cannot be spent because they are either not in spendable form or legally or contractually required to be maintained intact.

3.2.2 Restricted fund balance – funds limited by external parties of legislation whereby constraints have been placed on the use of the resources. Restricted fund balance amounts are funds that have

Policy 744 – Governmental Fund Type Definitions and Fund Balance Reporting

legally enforceable constraints placed on their use that either are externally imposed by resource providers or creditors (such as through debt covenants), grantors, contributors, voters, or laws or regulations of other governments, or imposed by law through constitutional provisions or enabling legislation.

3.2.3 Committed fund balance – funds that are committed for specific purposes by formal action of the school board. Amounts classified as committed cannot be used for any other purpose unless the school board removes or changes the limitation by taking the same form or action it employed to previously impose the limitation. The action to commit fund balances must occur prior to year end; however, actual amounts can be determined in the subsequent period.

3.2.4 Assigned fund balance – funds that are intended by the school district to be used for specific purposes, but are neither restricted nor limited, should be reported as assigned fund balance. Intent should be expressed by the school board or administration, in accordance with this policy. The district is not allowed to assign a fund balance that results in a residual deficit.

3.2.5 Unassigned fund balance – includes any remaining amounts after applying the above definitions; amounts not classified as non-spendable, restricted, committed, or assigned.

3.3 “Enabling legislation” means legislation that authorizes a school district to assess, levy, charge, or otherwise mandate payment of resources from external providers and includes a legally enforceable requirement that those resources be used only for the specific purposes listed in the legislation.

3.4 Categorical Aid: Funds paid by the state to school districts and designated for specific purposes, such as transportation, special education for disabled children, and career and technical education. Categorical aids are relatively minor compared to general education revenue, the main school district funding stream.

4.0 Minimum Fund Balance Level

The school district will strive to maintain a minimum unassigned general fund balance of ~~3~~ six (6) percent of the annual budget which is the amount needed to cover 1 month of average general fund operating expenses. This will maintain a cushion against the unpredictable annual funding from the legislature, any unforeseen changes to student enrollment or other unanticipated developments affecting funding. It will thereby enable more stability in student programming.

Policy 744 – Governmental Fund Type Definitions and Fund Balance Reporting

staffing, and a solid district credit rating. ~~The General Fund minimum unassigned fund balance will be increased to compensate for any negative balances in the Food Service Fund and/or Community Service Fund.~~

The board is updated on the fund balance at least quarterly. If the unassigned fund balance is projected to fall below or has fallen below the minimum goal of ~~three~~ six percent (~~36~~%), the district administration ~~will notify~~ and the board ~~and~~ will discuss how to restore the fund balance to the acceptable level. If the unassigned fund balance rises significantly above the minimum level, the administration and the board will discuss the economic drivers that necessitate the higher level and the longer-term plan for the fund balance level.

5.0 Order of Resource Use

If resources from more than one fund balance classification could be spent, the school district will strive to spend resources from fund balance classifications in the following order (first to last): restricted, committed, assigned, and unassigned. In addition, within restricted revenues, the district will use resources in the following order (first to last): federal, grant, and categorical.

6.0 Committing Fund Balance

A majority vote of the school board is required to commit a fund balance to a specific purpose and subsequently to remove or change any constraint so adopted by the board.

7.0 Assigning Fund Balance

The school board, by majority vote, may assign fund balances to be used for specific purposes when appropriate. The board also delegates the power to assign fund balances to the superintendent or the superintendent's designee. Assignments so made shall be reported to the school board on a monthly basis, either separately or as part of ongoing reporting by the assigning party if other than the school board.

An appropriation of an existing fund balance to eliminate a projected budgetary deficit in the subsequent year's budget in an amount no greater than the projected excess of expected expenditures over expected revenues satisfies the criteria to be classified as an assignment of fund balance.

8.0 Review

The school board will review the sufficiency of the minimum unassigned general fund balance level as warranted but no less than every two years.

Policy 744 – Governmental Fund Type Definitions and Fund Balance Reporting

Adopted: 6/14/11
Revised: 9/12/17

Agenda Topic: Northeast Metro 916 Long Term Facilities Maintenance Levy
Meeting Date: June 11, 2024
Contact Person: Shari Thompson

Background:

Northeast Metro Intermediate District 916 does not have independent levy authority. Most revenues for intermediate districts flow through their member districts. Intermediate districts have the same need for funding health and safety projects as do regular school districts, so member school districts levy for the intermediate's approved projects on their behalf. Intermediate districts are not granted levy authority for these projects unless all their member districts approve the levy.

Attached is a breakdown of approved projects by district and type of project. Northeast Metro Intermediate District 916 plans to levy for health and safety and deferred maintenance projects under the Long-Term Facilities Maintenance (LTFM) levy authorized by the 2015 Legislature. Roseville Area Schools' share of this levy is \$37,901, an increase of \$3,021 from last year's amount of \$34,880. This levy is for fiscal year 2025-2026 and will be collected in 2025.

Also enclosed is the resolution recommended for approval so that we may levy for approved LTFM projects on behalf of Northeast Metro Intermediate District 916. Once approved by all the member districts, it will be a part of the total levy that the board will be asked to approve in December.

Recommendation:

It is recommended that the board adopt the resolution approving Northeast Metro 916 Intermediate School District's long-term facilities maintenance program budget and authorizing the inclusion of those projects in Roseville Area Schools' application for long-term facilities maintenance revenue.

Action Required

Informational – No Board Action Requested



Division of School Finance
400 NE Stinson Blvd
Minneapolis, MN 55413

Long-Term Facility Maintenance Ten-Year Expenditure Application (LTFM) - Fund 01 and Fund 06 Projects Only

ED - 02478-09

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2021, section 123B.595, subd. 10. Enter by Uniform Financial and Accounting Reporting Standards (UFARS) finance code and by fiscal year in the cells provided.

District Info.	Enter Information	District Info.	Enter Information									
District Name:	Northeast Metro 916 Intermediate School District	Date:										
District Number:	916	Email:	mkumlien@916schools.org									
District Contact Name:	Mark Kumlien											
Contact Phone #	651-415-5650											

Expenditure Categories		Fiscal Year (FY) Ending June 30										
		2024 (base year)	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Health and Safety - this section excludes project costs in Category 2 of \$100,000 or more for which additional revenue is requested for Finance Codes 358, 363 and 366.												
Finance Code	Category (1)											
347	Physical Hazards	\$36,650	\$37,150	\$38,650	\$33,650	\$38,650	\$33,650	\$38,650	\$33,650	\$46,150	\$41,150	\$46,150
349	Other Hazardous Materials	\$11,500	\$12,000	\$14,500	\$8,500	\$8,500	\$11,500	\$11,500	\$14,500	\$12,500	\$12,500	\$12,500
352	Environmental Health and Safety Management	\$93,800	\$94,800	\$95,800	\$96,800	\$97,800	\$98,800	\$99,800	\$100,800	\$109,300	\$109,300	\$109,300
358	Asbestos Removal and Encapsulation	\$0	\$2,000	\$0	\$0	\$2,000	\$0	\$0	\$2,000	\$2,500	\$2,500	\$2,500
363	Fire Safety	\$26,900	\$28,400	\$26,450	\$30,950	\$24,350	\$26,750	\$28,950	\$24,350	\$33,650	\$34,250	\$29,650
366	Indoor Air Quality	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500	\$12,500
	Total Health and Safety Capital Projects	\$181,350	\$186,850	\$187,900	\$182,400	\$183,800	\$183,200	\$191,400	\$187,800	\$216,600	\$212,200	\$212,600
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year												
Finance Code	Category (2)											
358	Asbestos Removal and Encapsulation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
363	Fire Safety	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
366	Indoor Air Quality	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Health and Safety Capital Projects \$100,000 or More	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remodeling for Approved Voluntary Pre-K under Minnesota Statutes, section 124D.151												
Finance Code	Category 3 (a)											
355	Remodeling for prekindergarten (Pre-K) instruction approved by the commissioner.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Remodeling for Approved Voluntary Pre-K Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Remodeling for Gender-Neutral Single-User Restrooms												
Finance Code	Category 3 (b) LTFM REVENUE EFFECTIVE FY 2025											
UFARS Coding Pending	Remodeling for gender-neutral single user restroom per site.	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Remodeling for Gender-Neutral Single User Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Accessibility												
Finance Code	Category (4)											
367	Accessibility	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Accessibility Projects	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Deferred Capital Expenditures and Maintenance Projects												
Finance Code	Category (5)											
368	Building Envelope	\$21,500	\$24,500	\$21,500	\$196,500	\$196,500	\$21,500	\$21,500	\$21,500	\$28,500	\$28,500	\$178,500
369	Building Hardware and Equipment	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
370	Electrical	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
379	Interior Surfaces	\$28,100	\$80,100	\$179,700	\$24,700	\$24,700	\$99,700	\$179,700	\$179,700	\$75,700	\$75,700	\$75,700
380	Mechanical Systems	\$15,000	\$107,500	\$40,000	\$160,000	\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0
381	Plumbing	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
382	Professional Services and Salary	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
383	Roof Systems	\$14,000	\$14,000	\$14,000	\$14,000	\$14,000	\$614,000	\$14,000	\$14,000	\$17,000	\$17,000	\$0
384	Site Projects	\$15,000	\$15,000	\$20,000	\$16,000	\$70,000	\$71,000	\$20,000	\$16,000	\$20,000	\$16,000	\$0
	Total Deferred Capital Expense and Maintenance	\$97,600	\$245,100	\$279,200	\$415,200	\$329,200	\$830,200	\$239,200	\$235,200	\$145,200	\$141,200	\$258,200
	Total Annual 10-Year Plan Expenditures	\$278,950	\$431,950	\$467,100	\$597,600	\$513,000	\$1,013,400	\$430,600	\$423,000	\$361,800	\$353,400	\$470,800
Fund Balance Section												
Fund 01												
	Beginning Fund Balance 01-467-XX	\$262,096	\$415,096	\$450,246	\$580,746	\$496,146	\$996,546	\$413,746	\$406,146	\$344,946	\$336,546	\$453,946
	LTFM Fiscal Year Revenue - Levy	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue - AID if Applicable	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Fiscal Year Revenue Other	\$431,950	\$467,100	\$597,600	\$513,000	\$1,013,400	\$430,600	\$423,000	\$361,800	\$353,400	\$470,800	\$1,163,450
	LTFM Transfer IN from Fund 06 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT from Fund 01 if applicable (see transfer guidance tab)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Transfer OUT if applicable - Special Legislation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	LTFM Estimated Fiscal Year Expenditures	\$278,950	\$431,950	\$467,100	\$597,600	\$513,000	\$1,013,400	\$430,600	\$423,000	\$361,800	\$353,400	\$470,800
	Ending Fiscal Year Fund Balance 01-467-XX	\$415,096	\$450,246	\$580,746	\$496,146	\$996,546	\$413,746	\$406,146	\$344,946	\$336,546	\$453,946	\$1,146,596

EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
INDEPENDENT SCHOOL DISTRICT NO. 623
(Roseville)
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a School Board meeting of School District No. 623, State of Minnesota, was held on _____(date), at _____(time), for the purpose, in part, of approving the FY 2026 Long-Term Facility Maintenance budget and authorizing the inclusion of a proportionate share of Northeast Metro 916 Intermediate School District's long-term facility maintenance projects in the district's application for long-term facility maintenance.

Member _____ introduced the following resolution and moved its adoption:

Resolution approving Northeast Metro 916 Intermediate School District's long-term facility maintenance program budget and authorizing the inclusion of a proportionate share of those projects in the district's application for fiscal year (FY) 2026 long-term facility maintenance revenue.

BE IT RESOLVED by the School Board of School District No. 623, State of Minnesota, as follows:

1. The school board of Northeast Metro 916 Intermediate School District has approved a long-term facility maintenance program budget for its facilities for the 2025-2026 school year (Pay 2025 Levy) in the amount of \$467,100 of which School District No. 623's proportionate share is \$37,901.00 for pay as you go projects. The various components of this program budget are attached hereto and are incorporated herein by reference. Said budget is hereby approved.
2. Minnesota Statutes, Section 123B.595, subdivision 3, provides that if an intermediate school district's long-term facility maintenance budget is approved by the school boards of each of the intermediate school district's member school districts, each member district may include its proportionate share of the costs of the intermediate school district program in its long-term facility maintenance revenue application.
3. The proportionate share of the costs of the intermediate school district's long-term facility maintenance program for each member school district to be included in its application shall be determined by utilizing a blended rate where 25% of the rate is determined by multiplying the total cost of the intermediate school district long-term facility maintenance times the ratio of the member school district's net tax capacity to the total net tax capacity of the intermediate school district and 75% of the rate is determined by multiplying the total cost of the intermediate school district long-term facility maintenance times the ratio of ADM utilization by district to the total ADM utilization. The inclusion of this proportionate share in the district's long-term facility

maintenance revenue application for fiscal year 2026 is hereby approved, subject to approval by the Commissioner of Education. Upon receipt of the proportionate share of long-term facility maintenance revenue attributable to the intermediate school district program, the district shall promptly pay to the intermediate school district the applicable aid or levy proceeds.

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

And the following voted against:

WHEREUPON said resolution was approved and adopted by the school board of School District No. 623.

STATE OF MINNESOTA

COUNTY OF _____

I, the undersigned, being the duly qualified and acting Clerk of School District No. 623, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of Independent School District No. 623 held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of Northeast Metro 916 Intermediate School District's long-term facility maintenance program budget and authorizing the inclusion of a proportionate share of the School District's long-term facility maintenance projects in the district's application for long-term facility maintenance revenue.

WITNESS MY HAND officially as such Clerk on _____(date).

Clerk

Independent School District No. 623

Agenda Topic: Policy 520: Student Discipline (revised) Second Reading
Meeting Date: June 11, 2024
Contact Person: Melissa Sonnek and Niceta Thomas

Background:

Melissa Sonnek, assistant superintendent, and Niceta Thomas, director of student services, will review proposed revisions to Policy 520: Student Discipline. Requested changes from the first reading on May 28, 2024, have been incorporated into the attached draft. This will be the second reading of the policy.

Recommendation:

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

Action Required

Informational – No Board Action Requested

ROSEVILLE AREA SCHOOLS
Independent School District No. 623

Policy 520 – Student Discipline

1.0 General Statement of Policy

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

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

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

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

2.0 Scope and Application of Policy

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

Policy 520 – Student Discipline

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

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

3.0 Definitions

3.1 “Nonexclusionary disciplinary policies and practices” means policies and practices that are alternatives to dismissing a student from school, including but not limited to:

- evidence-based positive behavior interventions and supports,
- social and emotional services,
- school-linked mental health services,
- counseling services,
- social work services,
- academic screening for Title 1 services or reading interventions,
- and alternative educational services.

3.2 “Pupil withdrawal agreement” means a verbal or written agreement between a school or district administrator and a student’s parent or guardian to withdraw a student from the school district to avoid expulsion or exclusion proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

4.0 Rules of Conduct

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

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

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

Policy 520 – Student Discipline

- 4.1.1 The authority to decide whether an absence is excused rests with the building principal or his/her their designee, acting according to Policy 504 “School Attendance” and Regulation 504-R.
- 4.1.2 If a student has an attendance issue, disciplinary action may be ~~taking~~ taken according to Policy 520, Section 4.0 5.0.
- 4.2 Damage to School or Personal Property
 - 4.2.1 Vandalism: Willful damage to or destruction of school property or property of others.
 - 4.2.2 Arson: Intentionally, by means of fire or explosives, setting fire to or burning or causing to be burned any school building, school property, or the property of any individual.
 - 4.2.3 Breaking and Entering: Using force to gain entry into a School District building, regardless of whether a crime is actually committed.
 - 4.2.4 Trespassing: Entering or being found in a School District building or on School District property unless the person: is an enrolled student in, a parent or guardian of an enrolled student in, or an employee of the school or school district; has permission or an invitation from a school official to be in the building; is attending a school event, class, or meeting to which the person, the public, or a student’s family is invited; or has reported the person’s presence in the school building in the manner required for visitors to the school.

It is trespassing for a person to enter or be found on school property within one year after being told by the school principal or the principal’s designee to leave the property and not to return, unless the principal or the principal’s designee has given the person permission to return to the property.
 - 4.2.5 Theft: The act of taking, using, transferring, concealing, or retaining possession of stolen property of another without his/her their consent or the finding of lost property and not making reasonable effort to find the owner, including illegal copying of software or data.
 - 4.2.6 Robbery: The act of taking another’s personal property from the person without permission, or in the presence of another using or threatening to use imminent force against any person to overcome

Policy 520 – Student Discipline

the person's resistance or powers of resistance to, or to compel acquiescence in, the taking or carrying away of the property.

- 4.2.7 Extortion: Obtaining property from another, with consent, induced by a wrongful use of actual or threatened force, violence, or fear.
- 4.2.8 Possession of stolen property: Receiving, possessing, transferring, buying or concealing any stolen property or property obtained by robbery, knowing or having reason to know the property was stolen or obtained by robbery.
- 4.3 Physical Assault, Violence or Fighting: Any action which is intended or which should reasonably be expected to inflict bodily harm upon, or causes injury to or otherwise endangers the health, safety or welfare of students, school district personnel or other persons.
- 4.4 Oral/Written Assault: Abusive, threatening, profane, or obscene language by a student toward a staff member or another student. This act may include conduct that degrades people because of perceived or actual race, religion, gender, gender identity, national origin, abilities, sexual orientation, socioeconomic status, home or first language, age or other personal or physical characteristics.
- 4.5 Sexual Harassment/Sexual Violence
 - 4.5.1 Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature.
 - 4.5.2 Sexual Violence: Physical act of aggression or force or threat thereof that involves the touching of another's intimate parts, either above or underneath the other person's clothes, or forcing another to touch one's intimate parts, either above or underneath one's clothes. Intimate parts, as defined in Minnesota Statutes Section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast of a human being. Sexual violence is a criminal activity. Sexual violence may include, but is not limited to: touching, patting, grabbing, or pinching another person's intimate parts, either same sex or opposite sex; coercing or forcing sexual touching on another; coercing or forcing sexual intercourse on another; threatening to force sexual touching or intercourse on another.
- 4.6 Threats and Disruptions:

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- 4.6.1 Dangerous Threats: Threats to school operations or school activities, including but not limited to the reporting of dangerous or hazardous situations that do not exist.
- 4.6.2 School Disruptions: Disturbance or interruption of the peace, functioning or order of the school or school-sponsored activities.
- 4.6.3 Possessing/viewing/distributing obscene or pornographic material: Possessing, viewing, and/or distributing any book, magazine, pamphlet, paper, writing, card, advertisement, circular, print, picture, photograph, motion picture film, videotape, script, image, instrument, statue, drawing, or other article which, taken as a whole, appeals to the prurient interest in sex and depicts or describes in a patently offensive manner sexual conduct and which, taken as a whole, does not have serious literary, artistic, political, scientific or educational value.
- 4.6.4 Gambling: A risking of money or other property between two or more persons on a contest of chance of any kind, where one must be the loser and the other the gainer.
- 4.6.5 Hazing (See Policy 544): Committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization.
- 4.6.6 Possession and/or distributing slanderous libelous materials: Possessing and/or distributing any writing, document, or other form of communication containing knowingly false statements about an individual(s).
- 4.6.7 Falsifying or tampering with records or documents: Deliberately altering or changing School District records or documents without proper authorization or creating documents having the appearance of official School District records or documents without proper authorization.
- 4.6.8 Academic dishonesty: Any action taken with the intention of obtaining credit for work which is not one's own which includes, but is not limited to: submitting another student's work as one's own work; obtaining or accepting a copy of tests, test questions, test answers or scoring devices; copying from another student's test or computer file, or allowing another student to copy during a test or

computer program; using materials which are not permitted during a test; plagiarizing (presenting as one's own material copied without adequate documentation from a published source); copying or having someone other than the student prepare the student's homework, paper, project, laboratory report, computer program, or take-home test for which credit is given; using computer-generated technology, including internet programs and applications, to generate, create, or produce materials and presenting them as one's own; permitting another student to copy, or writing another student's homework, project, report, paper, computer program, or take-home test; accessing restricted computer files without teacher authorization; copying materials, including computer software, in violation of the copyright law.

4.6.9 Misuse of School District technology: Using School District technology, including but not limited to: computers, networks, telephones, cameras, e-mail, voice mail, and printers) in a manner that violates the School District's "Acceptable Use Policy (Policy 400)".

4.7 Use/Possession/Distribution of Dangerous, Harmful, and Nuisance Substances and Articles:

4.7.1 Alcohol: Use, possession, distribution, or being under the influence of alcoholic beverages (Refer also to Policy 404 "Chemical Use and Abuse: Students and Staff").

4.7.2 Drugs: Use, possession, distribution, or being under the influence of illegal drugs, controlled substances or "look-a-like" substances, except as prescribed by a physician. (Refer also to Policy 404 "Chemical Use and Abuse: Students and Staff"). Sharing prescription medications with others and the misuse of prescription and/or over-the-counter medications. Use, possession and/or distribution of drug paraphernalia.

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

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

4.7.5 Gun-Free Schools/Gun-Free Schools Act.

Any student who is determined to have brought a firearm (as that term is used in the Gun Free Schools Act of 1994 and defined in Section 4.7.5.2 and 4.7.5.3 below) to school, to a school-sponsored activity, or onto school property (see Section 2.0), will be expelled for a period of one calendar year. This policy may be modified by the Superintendent on a case-by-case basis.

4.7.5.1 Definitions:

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

4.7.5.2 “Firearm” includes:

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

4.7.5.2.2 the frame or receiver of any such firearm;

4.7.5.2.3 any firearm muffler or firearm silencer; or

4.7.5.2.4 any destructive device.

4.7.5.3 “Destructive device” means:

4.7.5.3.1 any explosive, incendiary, or poison gas including –

4.7.5.3.1.1 bomb,

4.7.5.3.1.2 grenade

4.7.5.3.1.3 rocket having a propellant charge of more than four ounces,

4.7.5.3.1.4 missile having an explosive or incendiary charge of more than one-quarter ounce,

4.7.5.3.1.5 mine, or

4.7.5.3.1.6 device similar to any of the devices described in the preceding clauses:

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

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

4.7.6 Weapons

Possession of weapons, as that term is defined in Section 4.7.6.1 below, in school, on school grounds (see Section 2.0) and at school-sponsored activities, is prohibited.

4.7.6.1 Definitions

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

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

4.7.6.2 Procedures. Any student possessing a weapon in violation of Section 4.7.6.1, whether the weapon is on the student's person, among the student's immediate possessions (book bag, purse, instrument case, etc.), in the student's locker, or in the student's vehicle, shall be subject to the following procedures:

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

4.7.6.2.2 The administration will evaluate the situation and make a recommendation for the student's re-admittance to school, or exclusion or expulsion. Where a student violates this policy through possession of an instrument which constitutes a "weapon" under the Gun-Free Schools Act, (see Section 4.7.5 above), the School District will adhere to that Act's expulsion provisions.

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

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

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

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- 4.11 Conduct which interferes with or obstructs the educational mission, operations, or functions of the school district or is an actual or potential risk to the safety or welfare of others.
 - 4.12. Violation of school bus or transportation rules.
 - 4.13 Violation of parking or school traffic rules and regulations.
 - 4.14 Violation of guidelines relating to school lockers.
 - 4.15 Dress code violations.
- 5.0 Disciplinary Action
- 5.1 The general policy of the school district is to utilize a preventative and positive approach to discipline aimed at creating a safe and quality learning environment for students, characterized by: understanding and addressing the underlying function of behavior; resolving conflicts and repairing harm; teaching appropriate replacement behaviors; restoring relationships in the school community; and reintegrating students into the school community. Disciplinary action for acts of unacceptable behavior may include any or all of the following, but are not limited to the following. The building administrator and/or school district administrator will exercise ~~his or her~~ **their** professional judgment in determining appropriate consequence(s) or disciplinary action(s).
 - 5.1.1 Re-teach the behavioral expectations
 - 5.1.2 Provide a reflective activity
 - 5.1.2.1 Student/teacher/administrator conferences
 - 5.1.2.2 Mediation, conflict resolution and/or restorative practices
 - 5.1.2.3 Recurring check-ins
 - 5.1.3 Parent/Guardian conference
 - 5.1.4 Referral to behavioral intervention assistance team and/or in-school support services
 - 5.1.5 Implementation of a behavioral contract
 - 5.1.6 Instruction in social-emotional skills

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- 5.1.7 Removal from class and/or before or after school event
- 5.1.8 Suspension from extra-curricular activities
- 5.1.9 In-school monitoring
- 5.1.10 Consequences according to the bylaws and rules of the Minnesota State High School League
- 5.1.11 Loss of school privileges
- 5.1.12 Modified school program/schedule
- 5.1.13 In-school suspension
- 5.1.14 Referral to community service or outside agency services
- 5.1.15 Restitution
- 5.1.16 Suspension under Pupil Fair Dismissal Act
- 5.1.17 Expulsion under Pupil Fair Dismissal Act
- 5.1.18 Exclusion under Pupil Fair Dismissal Act
- 5.1.19 Reference to diversion program
- 5.1.20 Reference to police or other law enforcement agencies for criminal action
- 5.1.21 Petition County Court for juvenile delinquency adjudication

5.2 Recess and Other Breaks

- 5.2.1 “Recess detention” means excluding or excessively delaying a student from participating in a scheduled recess period as a consequence for student behavior. Recess detention does not include, among other things, providing alternative recess at the student’s choice.
- 5.2.2 The district encourages student access to structured breaks from the demands of school and to support teachers, principals, and other school staff in their efforts to use evidence-based approaches to reduce exclusionary forms of discipline.
- 5.2.3 Recess detention will not be used unless:

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

5.2.3.2 the student's parent or guardian specifically consents to the use of recess detention; or

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

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

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

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

5.3 Removal from Class:

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

5.3.2 Grounds for removal from class

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

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- (b) Willful conduct that endangers surrounding persons, including School District employees, the student or other students, or the property of the school;
- (c) Willful violation of any rule of conduct specified in the discipline policy adopted by the School Board.

5.3.3 Procedures for removal of student from class

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

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

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

5.3.3.3 The removal in 5.3.3.2 shall include an informal administrative conference with the student conducted by the principal or designee.

5.3.3.4 The length of time of the removal in 5.3.3.2 shall be at the discretion of the principal or designee after consultation with the teacher. For a violation of a rule of conduct the removal shall not exceed five hours or

five class periods within a given school day without notice of suspension.

If a student is removed from class more than ~~ten (10)~~ five (5) times in a school year, the school district shall notify the parent or guardian of the student's ~~tenth~~ fifth removal from class and make reasonable attempts to convene a meeting with the student's parent or guardian. The student may be referred to the building problem-solving team to determine whether it is appropriate to refer the student for assessment as to whether the student is qualified for Special Education services or in need of other services. The current Individualized Education Program (IEP) or Section 504 plan may also be referred for review.

5.3.3.5 To the extent funds are available, the School District will coordinate with the County Board responsible for implementing the "Minnesota Comprehensive Children's Mental Health Act" for crisis services for students with a serious emotional disturbance or other students who have an Individual Education Plan and who may benefit from crisis intervention.

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

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

5.3.4 Procedures for Return of Student to Class

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

5.4 "Dismissal" is the denial of the student's current educational program, including suspension, exclusion, and expulsion. Dismissal shall be

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imposed in accordance with the ~~Minnesota~~ Pupil Fair Dismissal Act of 1974, as amended.

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

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

The use of exclusionary practices to address attendance and truancy issues is prohibited.

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

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

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

5.4.4 School administration must allow a suspended student the opportunity to complete all school work assigned during the period of the student’s suspension and to receive full credit for satisfactorily completing the assignments.

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

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

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- 5.8 A party to an expulsion or exclusion decision made by the School Board may appeal the decision to the Commissioner of the Department of Education within twenty-one (21) calendar days of School Board action pursuant to Minnesota Statutes § 121A.49. The decision of the School Board shall be implemented during the appeal to the Commissioner.
- 5.9 Students shall be provided alternative educational services to the extent that a dismissal (suspension, expulsion or exclusion) exceeds five (5) school days. The specific alternative educational services are at the discretion of the School District and may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instructions through electronic media, special education services, as indicated by appropriate assessment, home bound instruction, supervised homework, or enrollment in another district or in an alternative learning center.
- 5.10 A student receiving school-based or school-linked mental health services that has been expelled, excluded or withdrawn from the School District under a pupil withdrawal agreement will be eligible to receive services until the student is enrolled in a new district. The School District will provide the student's parent or guardian information on accessing community mental health services and will post this information on the District's website.
- 5.11 Disciplinary Dismissals Prohibited
- 5.11.1 A student enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
- 5.11.1.1 a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
- 5.11.1.2 kindergarten through Grade 3.
- 5.11.2 This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
- 5.11.3 Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under nonexclusionary discipline

have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.

6.0 Searching Students and Their Property

6.1 Personal Possession Searches

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

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

7.0 Policy Considerations

7.1 Review of Policy

7.1.1 A district committee that includes administrators, teachers, support staff, and parents or guardians will confer annually to review this policy and the building procedures to determine if the policy is working as intended; any recommended changes to the policy shall be submitted to the Superintendent of Schools for consideration by the School Board (Minnesota Statute 121A.65). The School Board will conduct an annual review of the policy.

7.2 Copies of this policy and The Pupil Fair Dismissal Act of 1974 as amended shall be posted annually during the first month of the school year at a location of which parents/guardians are notified. Hard copies of this policy will be made available in the principal's office upon request.

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7.3 Nothing in this policy is intended to conflict with The Pupil Fair Dismissal Act of 1974.

8.0 Corporal Punishment

8.1 Definition. Corporal punishment means conduct involving:

8.1.1 Hitting or spanking a person with or without an object

8.1.2 Unreasonable physical force that causes bodily harm or substantial emotional harm

8.2 Prohibition. An employee or agent of a public school district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

8.3 A school principal, teacher, or other School District employee, school bus driver, or other agent of the School District may use reasonable force when necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to the student or another. A school principal, teacher, or other School District employee, school bus driver, or other agent of the School District shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

9.0 Discipline Complaint Process

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

9.1 The report must include a detailed account as to how the discipline violated the requirements of:

9.1.1 the Pupil Fair Dismissal Act,

9.1.2 student handbook and annual notifications, and/or

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9.1.3 district policy.

9.2 The report taker shall begin to investigate complaints within three (3) school days of receipt.

9.3 The final report of findings shall include a determination of whether the allegations have been substantiated as factual using a preponderance of the evidence standard and whether there appear to be violations of the Pupil Fair Dismissal Act and/or local behavior and discipline policies. The breadth and detail of the investigation report will depend on the circumstances of each complaint.

9.4 Upon completion of an investigation that determines the requirements of the Pupil Fair Dismissal Act and/or local behavior and discipline policies were not implemented appropriately, the final report of findings shall include a corrective action plan, that includes but is not limited to:

9.4.1 correction of the student’s record;

9.4.2 training, coaching, or other accountability practices for relevant staff to ensure appropriate compliance with policies in the future.

9.5 All records resulting from a formal discipline complaint shall be sent to the assistant superintendent. Discipline complaints are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

9.6 Submission of a discipline complaint will not affect the complainant’s or reporter’s future employment, grades, work assignments, or educational or work environment.

9.7 The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district’s obligation to investigate, take appropriate action, and comply with any legal disclosure obligations. However, the school district is unable to guarantee confidentiality to any individual.

9.8 The school district prohibits reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and will impose appropriate consequences for any person who engages in reprisal or retaliation.

10.0 Notification of Policy Violations

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

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ROSEVILLE AREA SCHOOLS
Independent School District No. 623

Policy 520 – Student Discipline

1.0 General Statement of Policy

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

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

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

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

2.0 Scope and Application of Policy

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

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

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

3.0 Definitions

3.1 “Nonexclusionary disciplinary policies and practices” means policies and practices that are alternatives to dismissing a student from school, including but not limited to:

- evidence-based positive behavior interventions and supports,
- social and emotional services,
- school-linked mental health services,
- counseling services,
- social work services,
- academic screening for Title 1 services or reading interventions,
- and alternative educational services.

3.2 “Pupil withdrawal agreement” means a verbal or written agreement between a school or district administrator and a student’s parent or guardian to withdraw a student from the school district to avoid expulsion or exclusion proceedings. The duration of the withdrawal agreement cannot be for more than a 12-month period.

4.0 Rules of Conduct

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

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

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

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- 4.1.1 The authority to decide whether an absence is excused rests with the building principal or their designee, acting according to Policy 504 “School Attendance” and Regulation 504-R.
- 4.1.2 If a student has an attendance issue, disciplinary action may be taken according to Policy 520, Section 5.0.
- 4.2 Damage to School or Personal Property
 - 4.2.1 Vandalism: Willful damage to or destruction of school property or property of others.
 - 4.2.2 Arson: Intentionally, by means of fire or explosives, setting fire to or burning or causing to be burned any school building, school property, or the property of any individual.
 - 4.2.3 Breaking and Entering: Using force to gain entry into a School District building, regardless of whether a crime is actually committed.
 - 4.2.4 Trespassing: Entering or being found in a School District building or on School District property unless the person: is an enrolled student in, a parent or guardian of an enrolled student in, or an employee of the school or school district; has permission or an invitation from a school official to be in the building; is attending a school event, class, or meeting to which the person, the public, or a student’s family is invited; or has reported the person’s presence in the school building in the manner required for visitors to the school.

It is trespassing for a person to enter or be found on school property within one year after being told by the school principal or the principal’s designee to leave the property and not to return, unless the principal or the principal’s designee has given the person permission to return to the property.
 - 4.2.5 Theft: The act of taking, using, transferring, concealing, or retaining possession of stolen property of another without their consent or the finding of lost property and not making reasonable effort to find the owner, including illegal copying of software or data.
 - 4.2.6 Robbery: The act of taking another’s personal property from the person without permission, or in the presence of another using or threatening to use imminent force against any person to overcome

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the person's resistance or powers of resistance to, or to compel acquiescence in, the taking or carrying away of the property.

- 4.2.7 Extortion: Obtaining property from another, with consent, induced by a wrongful use of actual or threatened force, violence, or fear.
- 4.2.8 Possession of stolen property: Receiving, possessing, transferring, buying or concealing any stolen property or property obtained by robbery, knowing or having reason to know the property was stolen or obtained by robbery.
- 4.3 Physical Assault, Violence or Fighting: Any action which is intended or which should reasonably be expected to inflict bodily harm upon, or causes injury to or otherwise endangers the health, safety or welfare of students, school district personnel or other persons.
- 4.4 Oral/Written Assault: Abusive, threatening, profane, or obscene language by a student toward a staff member or another student. This act may include conduct that degrades people because of perceived or actual race, religion, gender, gender identity, national origin, abilities, sexual orientation, socioeconomic status, home or first language, age or other personal or physical characteristics.
- 4.5 Sexual Harassment/Sexual Violence
 - 4.5.1 Sexual Harassment: Unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact or other verbal or physical conduct or communication of a sexual nature.
 - 4.5.2 Sexual Violence: Physical act of aggression or force or threat thereof that involves the touching of another's intimate parts, either above or underneath the other person's clothes, or forcing another to touch one's intimate parts, either above or underneath one's clothes. Intimate parts, as defined in Minnesota Statutes Section 609.341, includes the primary genital area, groin, inner thigh, buttocks, or breast of a human being. Sexual violence is a criminal activity. Sexual violence may include, but is not limited to: touching, patting, grabbing, or pinching another person's intimate parts, either same sex or opposite sex; coercing or forcing sexual touching on another; coercing or forcing sexual intercourse on another; threatening to force sexual touching or intercourse on another.
- 4.6 Threats and Disruptions:

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- 4.6.1 Dangerous Threats: Threats to school operations or school activities, including but not limited to the reporting of dangerous or hazardous situations that do not exist.
- 4.6.2 School Disruptions: Disturbance or interruption of the peace, functioning or order of the school or school-sponsored activities.
- 4.6.3 Possessing/viewing/distributing obscene or pornographic material: Possessing, viewing, and/or distributing any book, magazine, pamphlet, paper, writing, card, advertisement, circular, print, picture, photograph, motion picture film, video, script, image, instrument, statue, drawing, or other article which, taken as a whole, appeals to the prurient interest in sex and depicts or describes in a patently offensive manner sexual conduct and which, taken as a whole, does not have serious literary, artistic, political, scientific or educational value.
- 4.6.4 Gambling: A risking of money or other property between two or more persons on a contest of any kind, where one must be the loser and the other the gainer.
- 4.6.5 Hazing (See Policy 544): Committing an act against a student, or coercing a student into committing an act, that creates a substantial risk of harm to a person in order for the student to be initiated into or affiliated with a student organization.
- 4.6.6 Possession and/or distributing slanderous libelous materials: Possessing and/or distributing any writing, document, or other form of communication containing knowingly false statements about an individual(s).
- 4.6.7 Falsifying or tampering with records or documents: Deliberately altering or changing School District records or documents without proper authorization or creating documents having the appearance of official School District records or documents without proper authorization.
- 4.6.8 Academic dishonesty: Any action taken with the intention of obtaining credit for work which is not one's own which includes, but is not limited to: submitting another student's work as one's own work; obtaining or accepting a copy of tests, test questions, test answers or scoring devices; copying from another student's test or computer file, or allowing another student to copy during a test or

computer program; using materials which are not permitted during a test; plagiarizing (presenting as one's own material copied without adequate documentation from a published source); copying or having someone other than the student prepare the student's homework, paper, project, laboratory report, computer program, or take-home test for which credit is given; using computer-generated technology, including internet programs and applications, to generate, create, or produce materials and presenting them as one's own; permitting another student to copy, or writing another student's homework, project, report, paper, computer program, or take-home test; accessing restricted computer files without teacher authorization; copying materials, including computer software, in violation of the copyright law.

4.6.9 Misuse of School District technology: Using School District technology, including but not limited to: computers, networks, telephones, cameras, e-mail, voice mail, and printers) in a manner that violates the School District's "Acceptable Use Policy (Policy 400)".

4.7 Use/Possession/Distribution of Dangerous, Harmful, and Nuisance Substances and Articles:

4.7.1 Alcohol: Use, possession, distribution, or being under the influence of alcoholic beverages (Refer also to Policy 404 "Chemical Use and Abuse: Students and Staff").

4.7.2 Drugs: Use, possession, distribution, or being under the influence of illegal drugs, controlled substances or "look-a-like" substances, except as prescribed by a physician. (Refer also to Policy 404 "Chemical Use and Abuse: Students and Staff"). Sharing prescription medications with others and the misuse of prescription and/or over-the-counter medications. Use, possession and/or distribution of drug paraphernalia.

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

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

4.7.5 Gun-Free Schools/Gun-Free Schools Act.

Any student who is determined to have brought a firearm (as that term is used in the Gun Free Schools Act of 1994 and defined in Section 4.7.5.2 and 4.7.5.3 below) to school, to a school-sponsored activity, or onto school property (see Section 2.0), will be expelled for a period of one calendar year. This policy may be modified by the Superintendent on a case-by-case basis.

4.7.5.1 Definitions:

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

4.7.5.2 “Firearm” includes:

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

4.7.5.2.2 the frame or receiver of any such firearm;

4.7.5.2.3 any firearm muffler or firearm silencer; or

4.7.5.2.4 any destructive device.

4.7.5.3 “Destructive device” means:

4.7.5.3.1 any explosive, incendiary, or poison gas including –

4.7.5.3.1.1 bomb,

4.7.5.3.1.2 grenade

4.7.5.3.1.3 rocket having a propellant charge of more than four ounces,

4.7.5.3.1.4 missile having an explosive or incendiary

charge of more than one-quarter ounce,

4.7.5.3.1.5 mine, or

4.7.5.3.1.6 device similar to any of the devices described in the preceding clauses:

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

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

4.7.6 Weapons

Possession of weapons, as that term is defined in Section 4.7.6.1 below, in school, on school grounds (see Section 2.0) and at school-sponsored activities, is prohibited.

4.7.6.1 Definitions

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

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

4.7.6.2 Procedures. Any student possessing a weapon in violation of Section 4.7.6.1, whether the weapon is on the student's person, among the student's immediate possessions (book bag, purse, instrument case, etc.), in the student's locker, or in the student's vehicle, shall be subject to the following procedures:

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

4.7.6.2.2 The administration will evaluate the situation and make a recommendation for the student's re-admittance to school, or exclusion or expulsion. Where a student violates this policy through possession of an instrument which constitutes a "weapon" under the Gun-Free Schools Act, (see Section 4.7.5 above), the School District will adhere to that Act's expulsion provisions.

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

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- 4.12. Violation of school bus or transportation rules.
- 4.13 Violation of parking or school traffic rules and regulations.
- 4.14 Violation of guidelines relating to school lockers.
- 4.15 Dress code violations.

5.0 Disciplinary Action

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

5.1.1 Re-teach the behavioral expectations

5.1.2 Provide a reflective activity

5.1.2.1 Student/teacher/administrator conferences

5.1.2.2 Mediation, conflict resolution and/or restorative practices

5.1.2.3 Recurring check-ins

5.1.3 Parent/Guardian conference

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

5.1.5 Implementation of a behavioral contract

5.1.6 Instruction in social-emotional skills

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

5.1.8 Suspension from extra-curricular activities

5.1.9 In-school monitoring

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

5.1.11 Loss of school privileges

5.1.12 Modified school program/schedule

5.1.13 In-school suspension

5.1.14 Referral to community service or outside agency services

5.1.15 Restitution

5.1.16 Suspension under Pupil Fair Dismissal Act

5.1.17 Expulsion under Pupil Fair Dismissal Act

5.1.18 Exclusion under Pupil Fair Dismissal Act

5.1.19 Reference to diversion program

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

5.1.21 Petition County Court for juvenile delinquency adjudication

5.2 Recess and Other Breaks

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

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

5.2.3 Recess detention will not be used unless:

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

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

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- 5.2.3.3 for students receiving special education services, the student’s individualized education program team has determined that withholding recess is appropriate based on the individualized needs of the student.
 - 5.2.4 Recess will not be withheld from a student based on incomplete schoolwork.
 - 5.2.5 School staff are required to make a reasonable attempt to notify a parent or guardian within 24 hours of using recess detention.
 - 5.2.6 The school district will compile information on each recess detention at the end of each school year, including the student’s age, grade, gender, race or ethnicity, and special education status.
- 5.3 Removal from Class:
 - 5.3.1 The classroom teacher shall have the general control and government of the classroom. Teachers have the responsibility of attempting to modify disruptive student behavior by such means as conferring with the student, using positive reinforcement, imposing classroom level consequences, or contacting the student’s parents. When such measures fail, or when the teacher determines it is otherwise appropriate based upon the student’s conduct, the teacher shall have the authority to remove the student from class pursuant to the procedures established by this discipline policy. “Removal from class” and “removal” mean any action taken by a teacher, principal, or other school district employee to prohibit a pupil from attending a class pursuant to procedures established in the school district discipline policy adopted by the School Board.
 - 5.3.2 Grounds for removal from class
 - (a) Willful conduct that significantly disrupts the rights of others to an education, including conduct that interferes with the teacher’s ability to teach or communicate effectively with students in class or with the ability of other students to learn;
 - (b) Willful conduct that endangers surrounding persons, including School District employees, the student or other students, or the property of the school;
 - (c) Willful violation of any rule of conduct specified in the discipline policy adopted by the School Board.

5.3.3 Procedures for removal of student from class

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

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

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

5.3.3.3 The removal in 5.3.3.2 shall include an informal administrative conference with the student conducted by the principal or designee.

5.3.3.4 The length of time of the removal in 5.3.3.2 shall be at the discretion of the principal or designee after consultation with the teacher. For a violation of a rule of conduct the removal shall not exceed five hours or five class periods within a given school day without notice of suspension.

If a student is removed from class more than five (5) times in a school year, the school district shall notify the parent or guardian of the student’s fifth removal from class and make reasonable attempts to convene a meeting with the student’s parent or guardian. The

student may be referred to the building problem-solving team to determine whether it is appropriate to refer the student for assessment as to whether the student is qualified for Special Education services or in need of other services. The current Individualized Education Program (IEP) or Section 504 plan may also be referred for review.

5.3.3.5 To the extent funds are available, the School District will coordinate with the County Board responsible for implementing the “Minnesota Comprehensive Children’s Mental Health Act” for crisis services for students with a serious emotional disturbance or other students who have an Individual Education Plan and who may benefit from crisis intervention.

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

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

5.3.4 Procedures for Return of Student to Class

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

5.4 “Dismissal” is the denial of the student’s current educational program, including suspension, exclusion, and expulsion. Dismissal shall be imposed in accordance with the Pupil Fair Dismissal Act of 1974, as amended.

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

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

The use of exclusionary practices to address attendance and truancy issues is prohibited.

- 5.4.1 “Expulsion” is a School Board action to prohibit an enrolled student from further attendance for up to twelve (12) months from the date the student is expelled.
- 5.4.2 “Exclusion” is an action of the School Board to prevent the enrollment or re-enrollment of a student in school for a period that shall not exceed beyond the school year.
- 5.4.3 “Suspension” is an action by the School Administration, under rules promulgated by the School Board, prohibiting a student from attending school for a period of no more than ten (10) days, except for suspensions pending expulsion, which may be a maximum of fifteen days for a student without an IEP. The Superintendent of Schools will be apprised of the reasons for suspensions exceeding five (5) days. Dismissal from school for one school day or less, except as provided in applicable federal and state law governing students with disabilities, does not constitute a suspension.
- 5.4.4 School administration must allow a suspended student the opportunity to complete all school work assigned during the period of the student’s suspension and to receive full credit for satisfactorily completing the assignments.
- 5.4.5 The suspension procedure in each school shall be in accord with the Pupil Fair Dismissal Act, including administrative conference and written notice and service of suspension.
- 5.4.6 If a student’s total days of suspension, expulsion, or exclusion exceeds ten (10) cumulative days in a school year, the School District shall make reasonable attempts to convene a meeting with the student and their parents/guardians prior to subsequent dismissal, and offer to assist in arranging a mental health screening for the student, at parent/guardian expense.

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- 5.4.7 In the case of a student with a disability who has an Individualized Education Plan, the team will convene a Manifestation Determination meeting to review the relationship between the student's disability and the behavior subject to suspension or other removal; and determine the appropriateness of the student's education plan, if: (a) the parent requests a meeting; or (b) the student's total days of removal from their placement during the school year exceeds ten (10) cumulative days.
- 5.5 Parents or guardians shall be notified of the rules of conduct and disciplinary policy. Each school shall have a written procedure describing when and how parents or guardians will be notified. Such notification shall be distributed to parents or guardians by the end of the first month of the school year.
- 5.6 Individual schools shall develop their own procedures for handling disciplinary referrals.
- 5.6.1 Parents or guardians will be encouraged to assist school personnel in attempts to improve a student's behavior. The School District encourages early detection of discipline problems and shall involve communication between the parent or guardian and school personnel, to the extent possible.
- 5.6.2 School building procedures must be consistent with the Pupil Fair Dismissal Act and School District policies.
- 5.7 When considering expulsion or exclusion, school building administrators will review a student's record to determine whether the student is entitled to procedural safeguards under the IDEA or Section 504 of the Rehabilitation Act. A student with a disability receiving special education services under the Individuals with Disabilities Education Act (IDEA) may not be excluded or expelled for behavior which has been determined to be a manifestation of the disabling condition for which the services are provided. Parents are included in the process of such determination, as required under state and federal law.
- 5.8 A party to an expulsion or exclusion decision made by the School Board may appeal the decision to the Commissioner of the Department of Education within twenty-one (21) calendar days of School Board action pursuant to Minnesota Statutes § 121A.49. The decision of the School Board shall be implemented during the appeal to the Commissioner.

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- 5.9 Students shall be provided alternative educational services to the extent that a dismissal (suspension, expulsion or exclusion) exceeds five (5) school days. The specific alternative educational services are at the discretion of the School District and may include, but are not limited to, special tutoring, modified curriculum, modified instruction, other modifications or adaptations, instructions through electronic media, special education services, as indicated by appropriate assessment, home bound instruction, supervised homework, or enrollment in another district or in an alternative learning center.
- 5.10 A student receiving school-based or school-linked mental health services that has been expelled, excluded or withdrawn from the School District under a pupil withdrawal agreement will be eligible to receive services until the student is enrolled in a new district. The School District will provide the student's parent or guardian information on accessing community mental health services and will post this information on the District's website.
- 5.11 Disciplinary Dismissals Prohibited
- 5.11.1 A student enrolled in the following is not subject to dismissals under the Pupil Fair Dismissal Act:
- 5.11.1.1 a preschool or prekindergarten program, including an early childhood family education, school readiness, school readiness plus, voluntary prekindergarten, Head Start, or other school-based preschool or prekindergarten program; or
 - 5.11.1.2 kindergarten through Grade 3.
- 5.11.2 This section does not apply to a dismissal from school for less than one school day, except as provided under Minnesota Statutes, chapter 125A and federal law for a student receiving special education services.
- 5.11.3 Notwithstanding this section, expulsions and exclusions may be used only after resources outlined under nonexclusionary discipline have been exhausted, and only in circumstances where there is an ongoing serious safety threat to the child or others.
- 6.0 Searching Students and Their Property
- 6.1 Personal Possession Searches

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

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

7.0 Policy Considerations

7.1 Review of Policy

7.1.1 A district committee that includes administrators, teachers, support staff, and parents or guardians will confer annually to review this policy and the building procedures to determine if the policy is working as intended; any recommended changes to the policy shall be submitted to the Superintendent of Schools for consideration by the School Board (Minnesota Statute 121A.65). The School Board will conduct an annual review of the policy.

- 7.2 Copies of this policy and The Pupil Fair Dismissal Act of 1974 as amended shall be posted annually during the first month of the school year at a location of which parents/guardians are notified. Hard copies of this policy will be made available in the principal's office upon request.

- 7.3 Nothing in this policy is intended to conflict with The Pupil Fair Dismissal Act of 1974.

8.0 Corporal Punishment

- 8.1 Definition. Corporal punishment means conduct involving:

8.1.1 Hitting or spanking a person with or without an object

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8.1.2 Unreasonable physical force that causes bodily harm or substantial emotional harm

8.2 Prohibition. An employee or agent of a public school district shall not inflict corporal punishment or cause corporal punishment to be inflicted upon a pupil to reform unacceptable conduct or as a penalty for unacceptable conduct.

8.3 A school principal, teacher, or other School District employee, school bus driver, or other agent of the School District may use reasonable force when necessary under the circumstances to correct or restrain a student or prevent bodily harm or death to the student or another. A school principal, teacher, or other School District employee, school bus driver, or other agent of the School District shall not use prone restraint and shall not inflict any form of physical holding that restricts or impairs a student's ability to breathe; restricts or impairs a student's ability to communicate distress; places pressure or weight on a student's head, throat, neck, chest, lungs, sternum, diaphragm, back, or abdomen; or results in straddling a student's torso.

9.0 Discipline Complaint Process

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

9.1 The report must include a detailed account as to how the discipline violated the requirements of:

9.1.1 the Pupil Fair Dismissal Act,

9.1.2 student handbook and annual notifications, and/or

9.1.3 district policy.

9.2 The report taker shall begin to investigate complaints within three (3) school days of receipt.

9.3 The final report of findings shall include a determination of whether the allegations have been substantiated as factual using a preponderance of

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the evidence standard and whether there appear to be violations of the Pupil Fair Dismissal Act and/or local behavior and discipline policies. The breadth and detail of the investigation report will depend on the circumstances of each complaint.

9.4 Upon completion of an investigation that determines the requirements of the Pupil Fair Dismissal Act and/or local behavior and discipline policies were not implemented appropriately, the final report of findings shall include a corrective action plan, that includes but is not limited to:

9.4.1 correction of the student's record;

9.4.2 training, coaching, or other accountability practices for relevant staff to ensure appropriate compliance with policies in the future.

9.5 All records resulting from a formal discipline complaint shall be sent to the assistant superintendent. Discipline complaints are classified as private educational and/or personnel data and/or confidential investigative data and will not be disclosed except as permitted by law.

9.6 Submission of a discipline complaint will not affect the complainant's or reporter's future employment, grades, work assignments, or educational or work environment.

9.7 The school district will respect the privacy of the complainant(s), the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school district's obligation to investigate, take appropriate action, and comply with any legal disclosure obligations. However, the school district is unable to guarantee confidentiality to any individual.

9.8 The school district prohibits reprisals or retaliation against any person who asserts, alleges, or reports a complaint, and will impose appropriate consequences for any person who engages in reprisal or retaliation.

10.0 Notification of Policy Violations

The school district must report, through the MDE electronic reporting system, each exclusion or expulsion, each physical assault of a school district employee by a student, and each pupil withdrawal agreement within thirty (30) days of the effective date of the dismissal action, pupil withdrawal, or assault. This report must include a statement of the nonexclusionary discipline practices or other sanction, intervention, or resolution given to the student in response to the assault and the reason for, the effective date, and the duration of the exclusion or

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expulsion or other sanction, intervention, or resolution. The report must also include all elements required by law or the MDE, such as the student's age, grade, gender, race, and special education status.

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