



Agenda
Regular School Board Meeting
Tuesday, May 27, 2025
6:30 PM

1. Call to Order, Roll Call
2. Agenda Adjustments
3. Announcements, Comments, Recognitions
 - 3.a. Edgerton Elementary Ice Savers - Samsung Solve for Tomorrow National Finalists
 - 3.b. Speech State Competitors
4. Summary of Community Input Received for Action Items
5. Consent Agenda
 - 5.a. Minutes - Board Meeting of May 13, 2025
 - 5.b. Payment of Bills
 - 5.c. Personnel - Resignations, Appointments, Reductions
 - 5.d. Gifts
 - 5.e. Nutrition Services Management Agreements
 - 5.f. Apple Financial Services Equipment Lease
6. Reports and Non-Action Items
 - 6.a. Policy 520: Student Discipline (reviewed) First Reading
Speaker(s): Melissa Sonnek
 - 6.b. Policy 504: School Attendance (reviewed) First Reading
Speaker(s): Melissa Sonnek
 - 6.c. Policy 104: Equal Educational and Employment Non-Discrimination (revised) First Reading
Speaker(s): Kenyatta McCarty
7. Action Items
 - 7.a. Non-Renewal of Licensed Probationary Employees
Speaker(s): Kenyatta McCarty
 - 7.b. Northeast Metro 916 Long-Term Facilities Maintenance Levy
Speaker(s): Shari Thompson
8. Study Session Report
9. Board Reports
Speaker(s): Board Members
10. Superintendent's Report
Speaker(s): Superintendent Jenny Loeck
11. Closed Session to Consider Labor Negotiations Strategy
Speaker(s): Chair Todd Anderson
12. Closed Session to Evaluate the Performance of the Superintendent
Speaker(s): Chair Todd Anderson
13. Adjournment

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

May 13, 2025

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, Frank Shaw. Board members absent: none. Also present: Jenny Loeck, superintendent of schools, and approximately nine other visitors or staff who attended all or part of the meeting.

Announcements, Comments, Recognitions. Director Boguszewski read a land acknowledgment to begin the meeting.

Summary of Community Input Received for Action Items. The board received community input regarding the new transportation contract and advocacy for electric buses.

- (69) Consent Agenda. Boguszewski moved, Shaw seconded acceptance of the consent agenda, including the minutes of the school board meetings on April 22 and May 2, 2025; payment of bills; resignations, appointments, reductions, adjustments; gifts; and adoption of resolutions for membership in the Minnesota State High School League and access to the Minnesota Department of Education's Education Identity and Access Management system for the 2025-2026 school year. Ayes: Anderson, Boguszewski, Chu, Clark, Gogins, Shaw. Nays: none. Motion carried unanimously.

Policy 616: Instructional Materials Selection (revised) First Reading. Jake Von De Linde, executive director of teaching and learning, reviewed recommended revisions to Policy 616: Instructional Materials Selection. New policy language addresses the selection of library materials by qualified staff.

- (70) Transportation Services Contract. Boguszewski moved, Clark seconded approval of a four-year contract with Schmitt & Sons Transportation to provide transportation services beginning August 1, 2025. Ayes: Anderson, Boguszewski, Chu, Clark, Gogins, Shaw. Nays: none. Motion carried unanimously.
- (71) 2025-2026 and 2026-2027 School Year Calendar Adjustment. Melissa Sonnek, associate superintendent, presented a proposed amendment to the 2025-2026 and 2026-2027 school year calendars to proactively address anticipated staffing challenges on Good Friday. Data from the current school year shows a high number of staff requests for that day off, which could disrupt student learning and significantly increase the need—and cost—for substitute teachers. To mitigate these issues, the recommendation is to move a teacher workshop day to Good Friday, making it a non-student day, and reschedule the student contact day to a different date. Boguszewski moved, Gogins seconded the amendment to the final 2025-2026 school year calendar and the draft 2026-2027 school year calendar. Ayes: Anderson, Boguszewski, Chu, Clark, Gogins, Shaw. Nays: none. Motion carried unanimously.

- (72) Set Closed Sessions for May 27 and June 10, 2025. Gogins moved, Clark seconded a motion to set a closed session on May 27, 2025, to evaluate the performance of the superintendent and to consider strategy for labor negotiations, and June 10, 2025, to evaluate the performance of the superintendent, as permitted by applicable Minnesota statutes. Ayes: Anderson, Boguszewski, Chu, Clark, Gogins, Shaw. Nays: none. Motion carried unanimously.

Board Reports. Clerk Chu attended meetings of the Early Childhood Family Education Advisory Council and Finance Advisory Committee. She visited Little Canada Elementary School to view a student art installation. She also shared information about two professional conferences she attended. Director Boguszewski and other board members attended the district’s Teacher Leader Program showcase. He also highlighted the district’s annual staff recognition event. Treasurer Clark shared updates from the most recent Northeast Metro 916 board meeting. Director Shaw attended Falcon Heights Elementary’s fourth grade opera performance. Director Gogins attended an Equity Leadership Advisory Council meeting, the One World event held at Roseville Area High School, and a student-centered learning conference. Chair Anderson attended meetings of the District Curriculum Advisory Committee and District Safety and Security Team.

Superintendent’s Report. Superintendent Loeck congratulated staff reaching years of service milestones and entering retirement.

The Chair declared the meeting adjourned at 7:26 p.m.

Signed _____
Clerk

Approved _____
Chair

May 13, 2025

Meeting Date: May 27, 2025

PAYMENT OF BILLS:
-April 16 - April 30, 2025

That bills in the amount of: **\$6,257,992.42** by the following funds be approved:

GENERAL	\$5,590,852.86
FOOD SERVICE	\$281,428.89
COMMUNITY SERVICE	\$292,333.52
BUILDING FUND	\$0.00
DEBT FUND	\$0.00
READING RECOVERY	\$0.00
AMSD	\$13,316.94
OPEB DEBT	\$0.00
DENTAL INS FUND	\$32,925.05
NO SUBURBAN COLLABORATIVE	\$35,053.70
EXTRA CURRICULAR-STU ACTIVITY	\$12,081.46

RECOMMENDATION:

That above payments are included in check numbers:

WIRE TRANSFERS	202400534	through	202400565
CHECKS	362387	through	362702
CAPITAL ONE AP CHECKS	9000	through	9032
ACH A/P	242510976	through	242511033

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	\$1,757,874.45	\$36,737.14	\$97,919.67		\$0.00	\$32,925.05		\$3,615.42			\$0.00	\$1,929,071.73
CHECKS	\$1,707,372.56	\$154,493.94	\$23,597.79	\$0.00	\$0.00			\$710.30		\$35,053.70	\$12,123.21	\$1,933,351.50
CAPITAL ONE A/P	\$39,126.92	\$17,777.82	\$167.90									\$57,072.64
ACH A/P	\$5,325.42	\$96.23	\$0.00								\$0.00	\$5,421.65
TRANSFER TO PAYROLL	\$2,081,973.51	\$72,323.76	\$170,793.16					\$8,991.22				\$2,334,081.65
VOID CHECKS	(\$820.00)	\$0.00	(\$145.00)								(\$41.75)	(\$1,006.75)
TOTAL	\$5,590,852.86	\$281,428.89	\$292,333.52	\$0.00	\$0.00	\$32,925.05	\$0.00	\$13,316.94	\$0.00	\$35,053.70	\$12,081.46	\$6,257,992.42

BOND CONSTRUCTION FUNDS

	April 1, 2025			
	Cash & Investments	Revenue	Disbursements	Balance
	Balance	4/16 to 4/30	4/16 to 4/30	Remaining as of 4/30/25
	\$8,525,711.53	\$0.00	\$28,414.00	\$8,497,297.53

RECOMMENDATION:

The above disbursements include check numbers:

CHECKS April 16 - April 30	102732	through	102732	\$28,414.00	*next check start 102732
WIRES		through		\$0.00	
VOID CHECKS				\$0.00	

Human Resources Information

5-C

Meeting Date

05/27/2025

Hired-Non-Licensed

Bvrne. Angela

Effective Date 06/02/2025

Harambee Elementary School

Media Technology and Testing Assistant

Hired working 8 hours per day effective June 2, 2025.

Resignation-Licensed

Fondren. Demond

Effective Date 06/11/2025

Roseville Area High School

Science Teacher

Resigning effective June 11, 2025.

Geissinger. Samuel

Effective Date 06/11/2025

Emmet D. Williams Elementary School

Special Education Teacher

Resigning effective June 11, 2025.

Klinger. Sarah

Effective Date 06/11/2025

Roseville Area High School

Special Education Teacher

Resigning effective June 11, 2025.

Lau. Sze

Effective Date 06/11/2025

Brimhall Elementary School

Multilingual Learner Teacher

Resigning effective June 11, 2025.

Lvren. Alexandra

Effective Date 07/29/2025

Harambee Elementary School

Music Teacher

Resigning effective July 29, 2025.

Malone. Devin

Effective Date 07/30/2025

Harambee Elementary School

Special Education Teacher

Resigning effective July 30, 2025.

Human Resources Information

5-C

Meeting Date

05/27/2025

Moore. Andrew

Effective Date 06/11/2025

Brimhall Elementary School

Art Teacher

Resigning effective June 11, 2025.

Ortiz-robles. Martha

Effective Date 06/11/2025

Little Canada Elementary School

Elementary Teacher

Resigning effective June 11, 2025.

Saenz. Nicole

Effective Date 06/11/2025

Roseville Area High School

Teacher

Resigned effective June 11, 2025.

Resignation-Non-Licensed

Barries. Simone

Effective Date 06/10/2025

Emmet D. Williams Elementary School

General Education Paraprofessional

Resigning effective June 10, 2025.

Jokela. Drew

Effective Date 05/02/2025

Harambee Elementary School

Media Technology and Testing Assistant

Resigned effective May 2, 2025.

Kaiser. Bethany

Effective Date 06/10/2025

Emmet D. Williams Elementary School

Special Education Paraprofessional

Resigning effective June 10, 2025.

Verchinina. Katia

Effective Date 06/10/2025

Emmet D. Williams Elementary School

General Education Paraprofessional

Resigning effective June 10, 2025.

Meeting Date

05/27/2025

Retirement

O'Brien. Timothy

Effective Date 06/30/2025

Anbétu Téča Education Center

Community Education Manager

Retiring effective June 30, 2025. Mr. O'Brien has worked for the district for 16 years.

Peterson. Kirsten M.

Effective Date 06/11/2025

Roseville Area High School

Spanish Teacher

Retiring effective June 11, 2025. Ms. Peterson has worked for the district for 9 years.

Termination

Aguilar Vasquez. Amberlee

Effective Date 04/24/2025

Roseville Area Middle School

Special Education Paraprofessional

Terminated effective April 24, 2025.

Allen. Lavvontae

Effective Date 05/12/2025

Roseville Area High School

Special Education Paraprofessional

Terminated effective May 12, 2025.

GIFTS TO SCHOOLS 2024/25

SCHOOL BUILDING	NAME/ADDRESS OF DONOR	GIFT	USE
ED Williams Elementary School	Lutheran Church of the Resurrection 3115 Victoria St N Roseville, MN 55113-1935	\$1,044.00	Student needs
Harambee Elementary School	Montgomery Lodge #258, A.F. & A.M. 200 Plato Blvd East St. Paul, MN 55107	\$1,088.00	Osprey Wilds field trip
Harambee Elementary School	Minnesota Masonic Charities 11501 Masonic Home Drive Bloomington, MN 55437	\$1,088.00	Osprey Wilds field trip
Roseville Area High School	Gwen M Benham 349 Lewis St Maplewood, MN 55117	\$100.00	Boys golf program
Roseville Area High School	Elizabeth Schultz-Smith & Timothy Smith 354 Quail Rd Dellwood, MN 55110	\$100.00	Boys golf program
Roseville Area High School	Ryan & Kathryn Westby 2171 West County Rd B Roseville, MN 55113	\$150.00	Boys golf program
Roseville Area High School	Kevin & Kimberly Elm 2019 Greenbrier St Maplewood, MN 55117	\$470.00	Boys golf program
Roseville Area High School	Rebecca & Christopher Murphy 743 County Rd C W Roseville, MN 55113	\$200.00	Boys golf program
Roseville Area High School	Timothy and Laurene Engel Foundation 4346 Highland Dr Shoreview, MN 55126	\$200.00	Boys golf program
Roseville Area High School	Chris & Marcy Hites 649 S Owasso Blvd W Roseville, MN 55113	\$200.00	Boys golf program

Roseville Area High School	Jeffrey Troska 673 Viking Drive E Little Canada, MN 55117	\$250.00	Boys golf program
Roseville Area High School	David M Heckman 1636 149th Ln NE Ham Lake, MN 55304	\$250.00	Boys golf program
Roseville Area High School	Chad Fuenffinger & Carla Zbacnik 827 Sextant Ave W Roseville, MN 55113	\$300.00	Boys golf program
Roseville Area High School	Susan Campion Bloomquist 3021 Little Bay Rd Roseville, MN 55113	\$500.00	Boys golf program
Roseville Area High School	HMMS Holdings, PLLC dba Wildwood Chiropractic Center 3580 Linden Ave, Ste 200 White Bear Lake, MN 55110	\$200.00	Boys golf program
Roseville Area High School	Craft Hair Collective 230 13th Ave NE Minneapolis, MN 55413	\$300.00	Boys golf program
Roseville Area High School	Tipsy Steer Roseville LLC 13872 85th Ave N Maple Grove, MN 55369	\$300.00	Boys golf program
Roseville Area High School	Viking Demolition & Specialty Services 7600 Boone Ave N, Ste 50 Brooklyn Park, MN 55428	\$1,000.00	Boys golf program
Roseville Area High School	Cox Insurance Associates 1639 Larpenteur Ave W St. Paul, MN 55113	\$100.00	Boys golf program
Roseville Area Schools	David & Kelsey Sitek 678 Eldridge Ave E Maplewood, MN 55117	\$100.00	Boys golf program
Roseville Area High School	Smash Park Minneapolis 1 LLC 1721 County Road C W Roseville, MN 55113	\$100.00	Speech and girls track programs
Roseville Area High School	Cybergrants - US Bank P.O. Box 634 Milwaukee, WI 53201-0634	\$10.00	School needs

Roseville Area High School	Roseville High School Boys Lacrosse 1240 County Rd B2 W Roseville, MN 55113	\$402.00	Scrimmage officials
Roseville Area High School	Roseville Powerlifting Booster Club 2255 Victoria St N St. Paul, MN 55113	\$1,000.00	Additional coaching staff
Roseville Area Schools	Aaron Mastrian via YourCause/Blackbaud 65 Fairchild Street Charleston, SC 29492	\$20.00	District needs

Agenda Topic: Nutrition Services Management Agreements
Meeting Date: May 27, 2025
Contact Person: Shari Thompson

Background:

Roseville Area Schools provides nutrition services to area non-public schools and Quora Education Center in Northeast Metro Intermediate District 916. The agreements to provide meals for NE Metro 916, St. Rose, and St. Jerome's for the upcoming year are attached. The agreements will be forwarded to the Minnesota Department of Education for approval.

Recommendation:

It is recommended that the board approve the nutrition services management agreements with Northeast Metro 916, St. Rose, and St. Jerome's for the 2025-2026 school year as presented.

Action Required

Informational – No Board Action Requested

School Nutrition Programs Renewal of Joint Agreement School Year _____

A school food authority (SFA) and Site may mutually agree to renew a joint agreement for up to four (4) one-year periods after the end of the original one-year joint agreement.

_____ (SFA)
_____ Cyber-Linked Interactive Child Nutrition System (CLiCS) sponsor ID
number and _____ (site)
_____ CLiCS Site ID number agree to renew the original School Nutrition
programs joint agreement, which ended _____, for the period of
_____ through _____ (not to exceed one year).

Renewal of Contract

SFA and Site mutually agree to renew the original contract for the term indicated below, not to exceed one year, without change except for adjustments specified in this renewal document. The contract may be renewed a maximum of four times **(Use 2, 3, 4, or 5 to specify year of contract)**.

This is the _____ year of the contract, counting the original contract and all renewals.

Start Date for Renewed Contract: _____ End Date for Renewed Contract: _____

Termination

SFA or Site may terminate this contract for cause as allowed in the original contract. The contract may be terminated for convenience (no cause) if the parties mutually agree to terminate for convenience.

Adjustments to Contract

Site will pay the fixed meal prices specified in the original contract, as adjusted here. SFA will not charge any fees, or request reimbursement of costs, in addition to the adjusted fixed meal prices. For each meal service, the table below shows the 2024–25 meal price, the mutually agreed percentage increase, and the 2025–26 meal price (rounded to the nearest whole cent). **The percentage increase may not exceed 3.1%** (the increase in the cost of Food Away from Home from the Consumer Price Index for All Urban Consumers (CPI-U), Midwest Region, for the 12 months ending December 2024.) **The meal price is for one full reimbursable meal and cannot separate out any one component of the reimbursable meal (i.e., the price of milk *must* be included in total fixed meal price).**

SFA and Vendor mutually agree to the 2025–26 meal prices shown below:

Meal Type	2024–25 Price	Percentage Increase	2025–26 Price
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$
	\$	%	\$

Charges outside the scope of this contract must be procured and invoiced separately.

Site has chargeback rights as described here. If a charge is an unallowable charge not listed in the agreed upon terms and conditions in the contract, Site may deny the charge. Site may chargeback by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the SFA’s account. Site will notify SFA of the short payment to the invoice with unallowable charges or obligation to pay which vendor must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive Site’s chargeback rights.

Examples of unallowable charges include but are not limited to the following: **delivery fees, interest fees, bulk supply fees etc.**

Non-Financial Terms

Minor adjustments to non-financial terms of the original contract may be made. Major changes to contractual responsibilities may not be made.

Describe any adjustments to non-financial terms here:

SFA and Site have caused this agreement to be executed by their duly authorized representatives:

SFA: _____

Authorized Representative

Title of Authorized Representative

Telephone _____

Signature _____ Date _____

Site _____

Authorized Representative

Title of Authorized Representative

Telephone _____

Signature _____ Date _____

USDA Child Nutrition Programs Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant’s name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) **mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
- (2) **fax:** (833) 256-1665 or (202) 690-7442; or
- (3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.



School Nutrition Program Joint Agreement Contract

A joint agreement is required when a School Food Authority (SFA) will administer School Nutrition Programs (SNP), and any other child nutrition programs listed on page 2 of this agreement, for another school (referred to as "Site" in the joint agreement) that is legally separate from the SFA and is eligible to participate in SNP.

- This template must be used for the joint agreement.
- Meals served at Site qualify to be claimed for program reimbursement if (1) a joint agreement is in effect and (2) Site is an approved site on the SFA's application to the Minnesota Department of Education (MDE) to participate in the applicable child nutrition program(s).
- While this joint agreement is in effect, Site may not participate in or claim reimbursements for the program(s) independently from the SFA.

The SFA is responsible under its program agreement with MDE for ensuring that program requirements are met at the Site, including accurate meal counts taken at the point of service. The SFA is responsible for fiscal and other corrective actions taken concerning program operations at the Site.

Instructions for completing Section I: Information in Section I must be complete in order to meet program requirements. Section I provisions may not be changed except for information required to be inserted.

Instructions for completing Section II: Information in Section II may be provided as needed to specify operational requirements. The SFA and Site may change, add to, or delete Section II provisions as long as Section II does not conflict with Section I.

Section I

The SFA and Site must provide all requested information in Section I.

Identification of Parties, Term and Renewals, Cancellation

A. _____ Cyber-Linked Interactive Child Nutrition System (CLiCS) ID _____ agrees to provide food service meeting SNP requirements, and meeting the requirements for any other child nutrition programs indicated on page 2 of this agreement to _____

CLiCS Site ID Number _____ for the period of _____ through _____ in accordance with this agreement and regulations for the applicable program(s). Site agrees to meet program requirements that are applicable to site operations so that SFA can meet the costs of providing meals by claiming SNP meal reimbursements.

- B. The contract may be renewable for additional one-year periods, if mutually agreed to by SFA and Site, for up to four one-year contracts after the original contract. Annually the SFA must provide and upload a copy of the renewal document through CLiCS to confirm the Site continues to be eligible as a site on SFA's program application.
- C. Either party may cancel this agreement by notifying the other party with:
 - Sixty (60) days' written notice
 - Other – specify: _____

Meal Requirements

- D. SFA will provide the following types of SNP meals, including milk, that conforms to the meal pattern and/or milk requirements for the following U.S. Department of Agriculture (USDA) programs:
 - School Breakfast (7 CFR 220)
 - School Lunch (7 CFR 210)
 - Afterschool Care Snack (7 CFR 210)
 - Milk Programs (Special Milk Program* and/or Minnesota Kindergarten Milk Program)

* Special Milk Program (SMP) reimbursement may be claimed only for milk served to groups of children who do not have access to program meals.

- E. Meals will be provided:
 - As unitized (individual) meals
 - In bulk quantities, accompanied by written instructions provided by SFA listing the planned portion size to be served of each food component needed to meet meal pattern requirements.

Describe any additional requirements for meals/milk:

- F. If applicable, indicate additional USDA child nutrition programs for which meals will be provided and specify which meal/snack services will be provided for each program:
 - Child and Adult Care Food Program (7 CFR 226)
 - Summer Food Service Program (7 CFR 225)
- G. SFA will be liable for meals which do not meet meal pattern requirements or are spoiled or unwholesome at time of delivery.

Substitutions and Modifications for Medical or Special Dietary Needs

- H. Site will notify SFA substitute food or beverage items or modified food items for qualifying students as required by federal and state law and SFA policies. Neither SFA nor Site may charge any additional amounts to students for substitutions or modifications.
1. Substitutions or Modifications for Students with a Disability – Federal Requirement
 2. Site will notify SFA of substitutions to, or modifications of, meals as required by federal law for students with a disability, including the food or foods to be omitted from the student’s diet, and the food or choice of foods that must be substituted.
 3. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement
 4. SFA will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114 upon notice by Site: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container.
 5. Meal Substitutions for Students without Disability (Optional)

 If this box is checked, Site has established a policy as allowed by SNP regulations to offer meal substitutions for students who do not have a disability but are unable to eat the regular meals due to medical or special dietary needs. Site will notify SFA of the food or foods to be omitted from the student’s diet and the food or choice of foods that must be substituted.
 6. Non-Dairy Fluid Milk Substitutes (Optional)

 If this box is checked, Site has established a policy as allowed by SNP regulations to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow’s milk to students with a medical or other special dietary need. Site will notify SFA of the substitution requirements.

Meal Counts

- I. SFA / Site will take daily counts at the point of service of the number of reimbursable meals served by category (free, reduced-price and paid) to eligible children, and the number of meals served to adults. If Site takes meal counts, Site will accurately report meal counts to SFA. SFA is responsible for submitting claims for reimbursement to MDE and maintaining documentation to support the claim.

Describe any additional requirements for meal counts:

Collection of Meal Payments

- J. SFA / Site is responsible for the collection of money and/or the sale of meal pre-payments to students and adults.

Monitoring

- P. Prior to February 1 of the school year that this agreement is in effect, SFA will perform an on-site review of the lunch counting and claiming system used by Site. If the review discloses problems with meal counting or claiming procedures, SFA will ensure that Site implements corrective action and SFA will conduct a follow-up on-site review in accordance with 7 CFR 210.8(a)(1).

Section II

Section II provisions may not conflict with Section I provisions.

Ordering and Delivery

- Q. Describe how Site will notify SFA in advance for number of meals needed (include minimum timeline for notification; whether notified by phone or other method; minimum timeline for increase or decrease to order):

- R. By _____ each day food is prepared, meals will be:

___ Delivered by SFA to Site.

___ Ready for pickup at SFA's site.

___ Other – describe: _____

Site will provide a calendar of the days that meals are required.

Describe any additional procedures for ordering and delivery:

Labor

- S. SFA or Site is responsible for providing labor, as indicated:

SFA	Site	Labor
___	___	Employee(s) for meal service—number of employees:
___	___	Additional servers if necessary to accommodate meal schedules
___	___	Cashier
___	___	Supervision
___	___	Clean-up of kitchen
___	___	Other—describe: _____

The party providing each type of labor is responsible for the expense of the labor, unless otherwise indicated.

Equipment and Supplies

T. Responsibility for equipment and supplies:

SFA	Site	Equipment and Supplies
___	___	Trays
___	___	Serving spoons and tongs
___	___	Eating utensils
___	___	Condiments
___	___	Disposable supplies
___	___	Safe transportation containers*
___	___	Equipment**

*Specify SFA and/or Site responsibilities for cleaning and transportation of containers:

**Specify SFA and/or Site additional financial responsibilities:

***Specify equipment – oven, refrigerator, cooler, serving counter, etc. – and describe responsibilities for equipment:

Student and Adult Meal Prices

U. The following meal prices will be in effect during the term of this agreement:

Meal	Students Elementary/Secondary	Adult
Breakfast	/	
Lunch	/	
Snack	/	
A la carte Milk	/	
Other (describe)	/	
Other (describe)	/	
Other (describe)	/	

Charges outside the scope of this contract must be procured and invoiced separately.

Site has chargeback rights as described here. If a charge is an unallowable charge not listed in the agreed upon terms and conditions in the contract, Site may deny the charge. Site may chargeback by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the SFA's account. Site will notify SFA of the short payment to the invoice with unallowable charges or obligation to pay which vendor must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive Site's chargeback rights.

Examples of unallowable charges include but are not limited to the following: **delivery fees, interest fees, bulk supply fees etc.**

V. Additional provisions at option of SFA and Site:

SFA and Site have caused this agreement to be executed by their duly authorized representatives:

SFA: _____

Authorized Representative

Title of Authorized Representative

Telephone: _____

Signature: _____ Date: _____

Site: _____

Authorized Representative

Title of Authorized Representative

Telephone: _____

Signature: _____ Date: _____

USDA Child Nutrition Programs Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) **mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
- (2) **fax:** (833) 256-1665 or (202) 690-7442; or
- (3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.



School Nutrition Program Joint Agreement Contract

A joint agreement is required when a School Food Authority (SFA) will administer School Nutrition Programs (SNP), and any other child nutrition programs listed on page 2 of this agreement, for another school (referred to as “Site” in the joint agreement) that is legally separate from the SFA and is eligible to participate in SNP.

- This template must be used for the joint agreement.
- Meals served at Site qualify to be claimed for program reimbursement if (1) a joint agreement is in effect and (2) Site is an approved site on the SFA’s application to the Minnesota Department of Education (MDE) to participate in the applicable child nutrition program(s).
- While this joint agreement is in effect, Site may not participate in or claim reimbursements for the program(s) independently from the SFA.

The SFA is responsible under its program agreement with MDE for ensuring that program requirements are met at the Site, including accurate meal counts taken at the point of service. The SFA is responsible for fiscal and other corrective actions taken concerning program operations at the Site.

Instructions for completing Section I: Information in Section I must be complete in order to meet program requirements. Section I provisions may not be changed except for information required to be inserted.

Instructions for completing Section II: Information in Section II may be provided as needed to specify operational requirements. The SFA and Site may change, add to, or delete Section II provisions as long as Section II does not conflict with Section I.

Section I

The SFA and Site must provide all requested information in Section I.

Identification of Parties, Term and Renewals, Cancellation

- A. Roseville Area Schools Cyber-Linked
Interactive Child Nutrition System (CLiCS) ID 1000003983 agrees to provide food service meeting SNP requirements, and meeting the requirements for any other child nutrition programs indicated on page 2 of this agreement to St. Jerome
- CLiCS Site ID Number 1000000056 for the period of 7/1/25 through 6/30/26 in accordance with this agreement and regulations for the applicable program(s). Site agrees to meet program requirements that are applicable to site operations so that SFA can meet the costs of providing meals by claiming SNP meal reimbursements.

- B. The contract may be renewable for additional one-year periods, if mutually agreed to by SFA and Site, for up to four one-year contracts after the original contract. Annually the SFA must provide and upload a copy of the renewal document through CLiCS to confirm the Site continues to be eligible as a site on SFA's program application.
- C. Either party may cancel this agreement by notifying the other party with:
- Sixty (60) days' written notice
 - Other – specify: end of contracted school year

Meal Requirements

- D. SFA will provide the following types of SNP meals, including milk, that conforms to the meal pattern and/or milk requirements for the following U.S. Department of Agriculture (USDA) programs:
- School Breakfast (7 CFR 220)
 - School Lunch (7 CFR 210)
 - Afterschool Care Snack (7 CFR 210)
 - Milk Programs (Special Milk Program* and/or Minnesota Kindergarten Milk Program)

* Special Milk Program (SMP) reimbursement may be claimed only for milk served to groups of children who do not have access to program meals.

- E. Meals will be provided:
- As unitized (individual) meals
 - In bulk quantities, accompanied by written instructions provided by SFA listing the planned portion size to be served of each food component needed to meet meal pattern requirements.

Describe any additional requirements for meals/milk:

- F. If applicable, indicate additional USDA child nutrition programs for which meals will be provided and specify which meal/snack services will be provided for each program:
- Child and Adult Care Food Program (7 CFR 226)
 - Summer Food Service Program (7 CFR 225)
- G. SFA will be liable for meals which do not meet meal pattern requirements or are spoiled or unwholesome at time of delivery.

Substitutions and Modifications for Medical or Special Dietary Needs

- H. Site will notify SFA substitute food or beverage items or modified food items for qualifying students as required by federal and state law and SFA policies. Neither SFA nor Site may charge any additional amounts to students for substitutions or modifications.
1. Substitutions or Modifications for Students with a Disability – Federal Requirement
 2. Site will notify SFA of substitutions to, or modifications of, meals as required by federal law for students with a disability, including the food or foods to be omitted from the student’s diet, and the food or choice of foods that must be substituted.
 3. Lactose-Reduced Milk for Students with Lactose Intolerance – State Requirement
 4. SFA will make available at least one of the following types of lactose-reduced milk specified in Minnesota Statutes section 124D.114 upon notice by Site: lactose-reduced milk; milk fortified with lactase in liquid, tablet, granular, or other form; or milk to which lactobacillus acidophilus has been added. A portion of a lactose-reduced milk product may be poured or served from a large container.
 5. Meal Substitutions for Students without Disability (Optional)
 If this box is checked, Site has established a policy as allowed by SNP regulations to offer meal substitutions for students who do not have a disability but are unable to eat the regular meals due to medical or special dietary needs. Site will notify SFA of the food or foods to be omitted from the student’s diet and the food or choice of foods that must be substituted.
 6. Non-Dairy Fluid Milk Substitutes (Optional)
 If this box is checked, Site has established a policy as allowed by SNP regulations to offer one or more non-dairy fluid milk substitutes that are nutritionally equivalent to cow’s milk to students with a medical or other special dietary need. Site will notify SFA of the substitution requirements.

Meal Counts

- I. SFA / Site will take daily counts at the point of service of the number of reimbursable meals served by category (free, reduced-price and paid) to eligible children, and the number of meals served to adults. If Site takes meal counts, Site will accurately report meal counts to SFA. SFA is responsible for submitting claims for reimbursement to MDE and maintaining documentation to support the claim.

Describe any additional requirements for meal counts:

Collection of Meal Payments

- J. SFA / Site is responsible for the collection of money and/or the sale of meal pre-payments to students and adults.

K. Meal payments will be deposited into SFA’s nonprofit food service fund. All payments received under this agreement and all expenditures made by SFA in connection with this agreement will be paid from this fund.

Describe any additional requirements for collection of meal payments:

Free and Reduced-Price Meals

L. SFA and Site will coordinate procedures as necessary to provide free and reduced-price meals to eligible children and ensure children are not discriminated against because of their inability to pay the full price of the meal. Responsibility for free/reduced-price meal application procedures:

- Distribution of free/reduced-price meal applications SFA Site
- Approval and verification of free/reduced-price meal applications SFA Site
- Providing administrative review appeal of termination or reduction of benefits SFA Site
- Nonpublic SFAs participating in the School Nutrition Programs are required to upload student enrollment data into the Cyber-Linked Interactive Child Nutrition System (CLiCS) at least three times per year to determine if any students can be directly certified. New direct certification information is available in CLiCS around the middle of each month. Nonpublic schools with a September – June academic calendar should plan to directly certify students before the first day of school, in late November, and in late February.

Describe any additional requirements for free and reduced-price meals procedures:

Health and Sanitation

M. SFA and Site agree that federal, state and local health and sanitation requirements will be met at all times. All food will be properly stored, prepared, packaged and transported at appropriate temperatures and free of contamination.

Describe any additional requirements for health and sanitation:

Record Keeping

- N. SFA agrees to maintain all records applicable to this agreement for a period of three years after the end of the federal fiscal year to which they pertain, including records of meal counts, menus, food purchases, quantities prepared and delivered, and the use of USDA-donated commodities.
- O. SFA and Site agree to make books and records pertaining to SNP operations at Site available to representatives of MDE, the USDA, and the U.S. General Accounting Office at any reasonable time and place.

Describe any additional requirements for record keeping:

Monitoring

- P. Prior to February 1 of the school year that this agreement is in effect, SFA will perform an on-site review of the lunch counting and claiming system used by Site. If the review discloses problems with meal counting or claiming procedures, SFA will ensure that Site implements corrective action and SFA will conduct a follow-up on-site review in accordance with 7 CFR 210.8(a)(1).

Section II

Section II provisions may not conflict with Section I provisions.

Ordering and Delivery

- Q. Describe how Site will notify SFA in advance for number of meals needed (include minimum timeline for notification; whether notified by phone or other method; minimum timeline for increase or decrease to order): _____

- R. By 10:30 each day food is prepared, meals will be:

Delivered by SFA to Site.

Ready for pickup at SFA's site.

Other – describe: partially prepared on site

Site will provide a calendar of the days that meals are required.

Describe any additional procedures for ordering and delivery:

Labor

- S. SFA or Site is responsible for providing labor, as indicated:

SFA

Site

Labor

Employee(s) for meal service—number of employees: _____

Additional servers if necessary to accommodate meal schedules

Cashier

Supervision

Clean-up of kitchen

Other—describe: Site will provide supervision of the cafeteria

The party providing each type of labor is responsible for the expense of the labor, unless otherwise indicated.

Equipment and Supplies

T. Responsibility for equipment and supplies:

SFA	Site	Equipment and Supplies
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Trays
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Serving spoons and tongs
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Eating utensils
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Condiments
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Disposable supplies
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Safe transportation containers*
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Equipment**

*Specify SFA and/or Site responsibilities for cleaning and transportation of containers:

SFA will purchase disposables and chemicals as needed. Site is responsible for upkeep and repair of school-owned equipment.

**Specify SFA and/or Site additional financial responsibilities:

***Specify equipment – oven, refrigerator, cooler, serving counter, etc. – and describe responsibilities for equipment:

Site is responsible for equipment and all required upkeep and repairs of school-owned equipment

Student and Adult Meal Prices

U. The following meal prices will be in effect during the term of this agreement:

Meal	Students Elementary/Secondary	Adult
Breakfast	/	
Lunch	/	
Snack	/	
A la carte Milk	/	
Other (describe)	/	
Other (describe)	/	
Other (describe)	/	

Charges outside the scope of this contract must be procured and invoiced separately.

Site has chargeback rights as described here. If a charge is an unallowable charge not listed in the agreed upon terms and conditions in the contract, Site may deny the charge. Site may chargeback by withholding the unallowable amount from payment of the invoice with unallowable charges, recouping from, or offsetting against payments to the SFA's account. Site will notify SFA of the short payment to the invoice with unallowable charges or obligation to pay which vendor must do promptly and fully; or reverse the charge(s). Failure to demand payment does not waive Site's chargeback rights.

Examples of unallowable charges include but are not limited to the following: **delivery fees, interest fees, bulk supply fees etc.**

V. Additional provisions at option of SFA and Site:

SFA and Site have caused this agreement to be executed by their duly authorized representatives:

SFA: Roseville Area Schools

Shari Thompson

Authorized Representative

Executive Director of Business Services

Title of Authorized Representative

Telephone: (651) 635-1615

Signature: _____ Date: _____

Site: _____

Authorized Representative

Title of Authorized Representative

Telephone: _____

Signature: _____ Date: _____

USDA Child Nutrition Programs Nondiscrimination Statement

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

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

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, USDA Program Discrimination Complaint Form which can be obtained online at: <https://www.usda.gov/sites/default/files/documents/ad-3027.pdf>, from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by:

- (1) **mail:** U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410; or
- (2) **fax:** (833) 256-1665 or (202) 690-7442; or
- (3) **email:** program.intake@usda.gov

This institution is an equal opportunity provider.

Agenda Topic: Apple Financial Services Equipment Lease
Meeting Date: May 27, 2025
Contact Person: Shari Thompson

Background:

Enclosed for your approval is a copy of a lease purchase agreement for 1,450 replacement iPads and 200 MacBook Air laptops. 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 four-year lease with Apple Financial Services, which allows the district to spread the cost over four fiscal years. The annual payment for the lease is \$172,892.50.

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.

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. 10 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. 10 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. 10 to the Master Lease in an amount not to exceed \$691,570.00 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. 10 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 Loock, 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: Michael Krahenbuhl Digitally signed by Michael J. Krahenbuhl

Name: Michael Krahenbuhl

Title: Attorney in fact for Apple Inc.

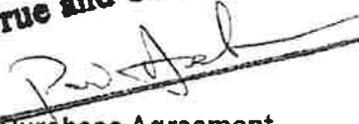
LESSEE:

INDEPENDENT SCHOOL DISTRICT No. 623

By: Jenny Coeck

Name: Jenny Coeck

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.

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

BY: Paul Henderson

BY: John Koehn

TITLE: Paul Henderson
Group Manager
Commercial Lend:

TITLE: Superintendent

FED TAX ID#: 41-600-3439

EXHIBIT A

Schedule No. 10 Dated July 1 2025 to Master Lease Purchase Agreement Dated August 1 2014

This Schedule No. 10 ("Schedule") is entered into pursuant to that Master Lease Purchase Agreement dated August 1 2014 ("Master Lease"), and is effective as of July 1 2025. 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
	7/1/2025					\$691,570.00
1	7/10/2025	\$172,892.50	\$0.00	\$172,892.50	\$518,677.50	\$518,677.50
2	7/10/2026	\$172,892.50	\$0.00	\$172,892.50	\$345,785.00	\$345,785.00
3	7/10/2027	\$172,892.50	\$0.00	\$172,892.50	\$172,892.50	\$172,892.50
4	7/10/2028	\$172,892.50	\$0.00	\$172,892.50	\$0.00	\$0.00
Totals:		\$691,570.00	\$0.00	\$691,570.00	Rate 0.0000%	

Lessee acknowledges that the discounted purchase price for the Lease is \$639,806.73 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 5.3487% 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: July 1 2025

LESSOR: **APPLE INC.**

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

SIGNATURE: X _____

SIGNATURE: X _____

NAME / TITLE: X _____

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

DATE: X _____

DATE: X _____

EXHIBIT 1 – EQUIPMENT INFORMATION to Schedule No. 10
 under Master Lease Purchase Agreement dated August 1 2014

Item #	Details	Qty
1	IPad Wi-Fi 128GB - Silver (Packaged in a 10-pack) Part Number: MD6L4LL/A	1450
2	13-inch MacBook Air: Apple M2 chip with 8-core CPU and 8-core GPU, 16GB, 256GB - Midnight (Packaged in a 5-pack) Part Number: MC8D4LL/A Configuration: 065-CCJT : Apple M2 chip with 8-core CPU, 8-core GPU, 16-core Neural Engine 065-CCJX : 16GB 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-CD0F : Backlit Magic Keyboard with Touch ID - US English 065-CD0Y : Accessory Kit	200
3	Logitech Rugged Combo 4 Touch Case with Integrated Smart Connector Keyboard for iPad (A16) – Blue Part Number: HQ6P2ZMA	600

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:
 2213400044

Quote Date:
 April 21, 2025

Quote Valid Until:
 May 28, 2025

Quote Comments:

Item #	Details	Qty	Unit List Price	Extended List Price
1	iPad Wi-Fi 128GB - Silver (Packaged in a 10-pack) Part Number: MD6L4LL/A	1450	\$324.00	\$469,800.00
2	13-inch MacBook Air: Apple M2 chip with 8-core CPU and 8-core GPU, 16GB, 256GB - Midnight (Packaged in a 5-pack) Part Number: MC8D4LL/A Configuration: 065-CCJT : Apple M2 chip with 8-core CPU, 8-core GPU, 16-core Neural Engine 065-CCJX : 16GB 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-CD0F : Backlit Magic Keyboard with Touch ID - US English 065-CD0Y : Accessory Kit	200	\$779.00	\$155,800.00
3	Logitech Rugged Combo 4 Touch Case with Integrated Smart Connector Keyboard for iPad (A16) – Blue Part Number: HQ6P2ZM/A	600	\$109.95	\$65,970.00

Education List Price Total	\$691,570.00
Additional Tax	\$0.00
Estimated Tax	\$0.00
Total Tax	\$0.00
Extended Total Price*	\$691,570.00

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

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Agenda Topic: Policy 520: Student Discipline (reviewed) First Reading
Meeting Date: May 27, 2025
Contact Person: Melissa Sonnek

Background:

Melissa Sonnek, associate superintendent, will review Policy 520: Student Discipline. No changes are recommended. This will be the first reading of the policy. The policy is reviewed annually and was last revised in June 2024.

Recommendation:

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 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 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.

Policy 520 – Student Discipline

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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- 5.9 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

Policy 520 – Student Discipline

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

Policy 520 – Student Discipline

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

Policy 520 – Student Discipline

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

Policy 520 – Student Discipline

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

Approved: 6/28/84

Revised: 3/13/86

11/10/87

10/25/88

2/13/90

6/25/91

5/26/92

10/26/95

6/22/99

3/24/09

10/11/16

6/27/17

Reviewed: 6/12/18

Revised: 6/11/19

Reviewed: 6/8/21

6/14/22

Revised: 6/13/23

6/11/24

Agenda Topic: Policy 504: School Attendance (reviewed) First Reading
Meeting Date: May 27, 2025
Contact Person: Melissa Sonnek

Background:

Melissa Sonnek, associate superintendent, will review Policy 504: School Attendance. No changes are recommended. This will be the first reading of the policy. The policy was last revised in December 2017.

Recommendation:

Action Required Informational – No Board Action Requested

ROSEVILLE AREA SCHOOLS
Independent School District No. 623

Policy 504 – School Attendance

1.0 Purpose:

It is the position of Independent School District No. 623 that regular school attendance is directly related to success in academic work, benefits students' emotional and social development, provides opportunity for important communication between teacher and student, and establishes regular habits of dependability important to the future of the student. Consequently, the following attendance policy is intended to be positive and not punitive.

2.0 Responsibilities: This policy also recognizes that class attendance is a joint responsibility to be shared by the student, parent or guardian, teacher, and administrators. This policy will assist students in attending classes regularly to meet their academic responsibilities.

2.1 Student's Responsibility

It is the student's right to be in school.

It is the student's responsibility to be familiar with all the procedures governing attendance.

It is the student's responsibility to attend all assigned classes every day that school is in session and to follow the correct procedures when absent from an assigned class.

It is the student's responsibility to complete any assignments missed due to an absence.

2.2 Parent or Guardian's Responsibility

It is the responsibility of the student's parent or guardian to ensure that the student attends school and to understand the school's attendance procedures.

It is the responsibility of the student's parent or guardian to accurately inform the school, in a timely manner, of the reason for a student's absence.

It is the responsibility of the student's parent or guardian to work collaboratively with the school and the student to improve student behavior as to school attendance.

2.3 Teacher's Responsibility

Policy 504 – School Attendance

It is the teacher's responsibility to take daily attendance and to maintain accurate attendance records in each assigned class.

It is the teacher's responsibility to be familiar with all procedures governing attendance and to apply these procedures equitably.

It is the teacher's responsibility to have an effective system in place so that any student who has been absent can obtain missing assignments.

It is the teacher's responsibility to work collaboratively with the student's parent or guardian and the student to address any attendance issues that occur.

2.4 Administrator's Responsibility

It is the administrator's responsibility to require that students attend all assigned classes.

It is the administrator's responsibility to be familiar with all procedures governing attendance and to apply these procedures equitably to all students.

It is the administrator's responsibility to receive and maintain accurate records on student attendance.

It is the administrator's responsibility to work collaboratively with the student's parent or guardian and the student to address any attendance issues that occur.

It is the administrator's responsibility to inform parents and students annually of the need for regular school attendance and of the regulations, procedures, and implementation plan for this policy.

- 3.0 Requirements: In accordance with the regulations of the Minnesota Compulsory Instruction Law, Minnesota Statutes Section 120A.22, the students of District No. 623 are required to attend all assigned classes every day school is in session unless the student has a valid excuse for being absent, has been excused by the School Board because the student has met all state and District graduation requirements, or has been directed by the School District not to attend school for a specific amount of time.

Adopted: 8/8/89
Revised: 3/24/09
Revised: 12/19/17

Agenda Topic: Policy 104: Equal Educational and Employment Non-Discrimination
(revised) First Reading
Meeting Date: May 27, 2025
Contact Person: Kenyatta McCarty

Background:

As part of the district's ongoing policy review, the administration has reviewed Policy 104: Equal Educational and Employment Non-Discrimination. This policy was last reviewed in April 2018. This is the first reading of this policy.

There are significant changes to this policy, including alignment to the Minnesota Human Rights Act, Title IX requirements, and notice requirements of Section 504.

It is advised that the district adopt policy and regulations for Title IX and Section 504, to address express notice of responsible parties, grievance and complaint procedures. These policies will be brought forth in a future board meeting.

Recommendation:

Action Required Informational – No Board Action Requested

ROSEVILLE AREA SCHOOLS
Independent School District No. 623

Policy 104 – Equal Educational and Employment Non-Discrimination

1.0 Purpose

The purpose of this policy is to provide non-discriminatory employment, working, and learning environments in compliance with State and Federal law.

2.0 General Statement of Policy

2.1 The It is the policy of the school district is to provide equal educational opportunity for all students and equal employment opportunity for all applicants and employees. The school district does not to discriminate against students or employees on the basis of one or more of the following: race, color, creed, religion, national origin, sex, age, marital status, parental status, disabilityties, familial status, status with regard to public assistance or sex, sexual orientation, familial status, or age including gender, gender identity and expression, or sexual orientation, in its education programs or employment policies and practices as required by State and Federal law. The school district also makes reasonable accommodations for students and employees with disabilities.

2.2 The school district prohibits the harassment of any individual for based on any of the categories listed above. For information about the types of conduct that constitute harassment and discrimination and the school district's internal procedures for addressing complaints of discrimination, harassment and violence, please refer to the district's policy on discrimination, harassment and violence prevention (Policy 416 and 506).

2.3 The school district does not discriminate on the basis of disability in violation of Section 504 of the Rehabilitation Act of 1973 ("Section 504"). The school district provides services, accommodations, and programs to students with disabilities to ensure they receive a free appropriate public education and offers reasonable accommodations to qualified individuals with disabilities. For information as to protections that may apply pursuant to Section 504 and the school district's corresponding procedures for addressing disability discrimination complaints, refer to the school district's [regulation/policy on ___ (title) ___ (Regulation/Policy #)]. ~~The district will provide equal educational opportunity for all learners and will identify, evaluate, and provide an appropriate public education to learners who are disabled within the definition of Section 504.~~

2.4 The school district does not discriminate on the basis of sex and prohibits sex discrimination in any education program or activity that it operates, as required by Title IX and its regulations, including in admission and employment. For information as to the protections that apply pursuant to Title IX and the school district's corresponding grievance procedures and processes for addressing sex discrimination, refer to the school district's policy on Title IX sex nondiscrimination (Policy #)].

2.5 To the extent this policy applies to employees and applicants for employment, it applies to all areas of employment, including hiring, discharge, promotion, compensation, facilities, or privileges of employment.

2.6 To the extent this policy applies to students, it applies to all areas of education, including academics, coursework, cocurricular and extracurricular activities, or other rights or privileges of enrollment.~~The district will provide a non-discriminatory environment for all employees in all areas of employment including hiring, discharge, promotion, compensation, facilities, or privileges of employment.~~

2.7 Every school district employee shall be responsible for complying with this policy.

2.8 The school district will provide a means for the prompt and equitable resolution of complaints alleging discrimination or any action prohibited by district policy or State and Federal law.

Adopted: 8/22/95
Revised: 11/25/08
Revised: 4/10/18

Agenda Topic: Non-Renewal of Licensed Probationary Employees
Meeting Date: May 27, 2025
Contact Person: Kenyatta McCarty

Background:

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

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

The following licensed staff are recommended for non-renewal at the close of the 2024-2025 school year:

Rachel Anderson
Olivia Benson
Linh Do
Megan Hansen
Kyle Kaiser
Dean Lindstrom
Heidi Schwartz

Named teachers will receive written notice regarding their termination and non-renewal of their contract as provided by law.

The attached resolution should be read in full, ensuring that the names of all individuals listed are clearly stated.

Recommendation:

It is recommended that the board adopt the resolution terminating the teaching contracts of the probationary teachers (as listed) at the close of the 2024-2025 school year.

Action Required

Informational – No Board Action Requested

May 27, 2025

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

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

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

BE IT RESOLVED, by the School Board of Independent School District No. 623, that pursuant to Minnesota Statutes 122A.40, Subd. 5, that the teaching contract of the following probationary teachers in Independent School District No. 623, is hereby terminated at the close of the current 2024-2025 school year for one or more of the following reasons:

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

Rachel Anderson
Olivia Benson
Linh Do
Megan Hansen
Kyle Kaiser
Dean Lindstrom
Heidi Schwartz

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

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

Clerk

Agenda Topic: Northeast Metro 916 Long Term Facilities Maintenance Levy
Meeting Date: May 27, 2025
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 \$46,460, an increase of \$8,739 from last year's amount of \$37,721. This levy is for fiscal year 2026-2027 and will be collected in 2026.

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 - 02478-10

Instructions: Enter estimated, allowable LTFM expenditures (Fund 01 and/or Fund 06 only) under Minnesota Statutes 2023, 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.	(REQUIRED) Enter Information	District Info.	(REQUIRED) 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										
		2025 (base year)	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
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	\$37,150	\$38,650	\$33,650	\$38,650	\$33,650	\$38,650	\$33,650	\$46,150	\$41,150	\$46,150	\$41,100
349	Other Hazardous Materials	\$12,000	\$14,500	\$8,500	\$8,500	\$11,500	\$11,500	\$14,500	\$11,000	\$11,000	\$12,500	\$11,000
352	Environmental Health and Safety Management	\$94,800	\$95,800	\$96,800	\$97,800	\$98,800	\$99,800	\$100,800	\$109,300	\$109,300	\$109,300	\$113,800
358	Asbestos Removal and Encapsulation	\$2,000	\$0	\$0	\$2,000	\$0	\$0	\$2,000	\$2,500	\$2,500	\$2,500	\$2,500
363	Fire Safety	\$28,400	\$26,450	\$30,950	\$24,350	\$26,750	\$28,950	\$24,350	\$33,650	\$34,250	\$29,650	\$38,450
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	\$186,850	\$187,900	\$182,400	\$183,800	\$183,200	\$191,400	\$187,800	\$215,100	\$210,700	\$212,600	\$219,350
Health and Safety - Projects Costing \$100,000 or more per Project/Site/Year - Additional Revenue												
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/Course Codes	Category 3 (b) LTFM REVENUE EFFECTIVE FY 2025											
Finance Code 384 and Course Code 684	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	\$24,500	\$21,500	\$196,500	\$196,500	\$21,500	\$21,500	\$21,500	\$28,500	\$28,500	\$178,500	\$28,500
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	\$80,100	\$179,700	\$24,700	\$24,700	\$99,700	\$179,700	\$179,700	\$75,700	\$75,700	\$25,700	\$78,100
380	Mechanical Systems	\$107,500	\$40,000	\$160,000	\$20,000	\$20,000	\$0	\$0	\$0	\$0	\$0	\$800,000
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	\$614,000	\$14,000	\$14,000	\$17,000	\$17,000	\$0	\$16,000
384	Site Projects	\$15,000	\$20,000	\$16,000	\$70,000	\$71,000	\$20,000	\$16,000	\$20,000	\$16,000	\$0	\$365,000
	Total Deferred Capital Expense and Maintenance	\$245,100	\$279,200	\$415,200	\$329,200	\$830,200	\$239,200	\$235,200	\$145,200	\$141,200	\$208,200	\$1,291,600
	Total Annual 10-Year Plan Expenditures	\$431,950	\$467,100	\$597,600	\$513,000	\$1,013,400	\$430,600	\$423,000	\$360,300	\$351,900	\$420,800	\$1,510,950
Fund Balance Section												
Fund 01												
	Beginning Fund Balance 01-467-XX	\$413,158	\$448,308	\$578,808	\$494,208	\$994,608	\$411,808	\$404,208	\$341,508	\$333,108	\$402,008	\$1,492,158
	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	\$467,100	\$597,600	\$513,000	\$1,013,400	\$430,600	\$423,000	\$360,300	\$351,900	\$420,800	\$1,510,950	\$527,950
	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	\$431,950	\$467,100	\$597,600	\$513,000	\$1,013,400	\$430,600	\$423,000	\$360,300	\$351,900	\$420,800	\$1,510,950
	Ending Fiscal Year Fund Balance 01-467-XX	\$448,308	\$578,808	\$494,208	\$994,608	\$411,808	\$404,208	\$341,508	\$333,108	\$402,008	\$1,492,158	\$509,158

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 2027 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) 2027 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 2026-2027 school year (Pay 2026 Levy) in the amount of \$597,600 of which School District No. 623's proportionate share is \$46,640.47 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 program times the ratio of the member school district's net tax capacity to the total net tax capacity and 75% of the rate is determined by multiplying the total cost of the intermediate school district long-term facility maintenance program times the ratio of APU by member district to the total APU. The inclusion of this proportionate share in the district's long-term facility maintenance revenue application

for fiscal year 2027 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: Closed Session to Consider Labor Negotiations Strategy
Meeting Date: May 27, 2025
Contact Person: Chair Todd Anderson

Background:

This portion of the meeting will be closed as permitted by Minn. Stat. §§ 179A.01 to 179A.25 to consider strategy for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiations proposals.

Recommendation:

Action Required Informational – No Board Action Requested

Agenda Topic: Closed Session to Evaluate the Performance of the Superintendent
Meeting Date: May 27, 2025
Contact Person: Chair Todd Anderson

Background:

This portion of the meeting will be closed as permitted by Minn. Stat. § 13D.05, subdivision 3(a), to evaluate the performance of Superintendent Jenny Loeck.

Recommendation:

Action Required

Informational – No Board Action Requested