

Regular Meeting
Monday, December 9, 2024 6:00 PM

Council Chambers
City of Mendota Heights
1101 Victoria Curve
Mendota Heights, MN 55118

Agenda

1. Listening Session - 5:00 p.m.
Presenter: Marcus Hill, Facilitator; Tim Aune, Recorder
2. Call Meeting to Order and Recite Pledge of Allegiance - 6:00 p.m.
Presenter: Sarah Larsen, Chair
3. Approval of the Agenda
Presenter: Sarah Larsen, Chair
4. Approval of the Consent Agenda
Presenter: Sarah Larsen, Chair
 - 4.A. Approval of Minutes of the November 18, 2024 Regular School Board Meeting
 - 4.B. Approval of Personnel Recommendations
 - 4.C. Approval of Apple Computer Lease Schedule
 - 4.D. Second Reading of Policy 419, Tobacco-Free Environment; Possession and Use of Tobacco; Tobacco-Related Devices and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction
 - 4.E. Approval of Gifts to the District
 - 4.F. Approval of Field Trip for Two Rivers High School Nordic Ski Team
5. Listening Session Report - 6:05 p.m.
Presenter: Board Member Tim Aune
6. Recognitions - 6:10 p.m.
Presenter: Superintendent Peter Olson-Skog
7. Taxes Payable 2025 Truth-in-Taxation Public Hearing - 6:45 p.m.
Presenter: Jason Stegeman, Director of Finance
8. Action Item - Adopt 2024 Payable 2025 Property Tax Levy - 7:10 p.m.
Presenter: Jason Stegeman, Director of Finance
9. Student Representative's Report - 7:15 p.m.
Presenter: Patrick Bohmbach and Nawal Hassan
10. Superintendent's Report - 7:20 p.m.
Presenter: Superintendent Peter Olson-Skog
11. Site Report from Moreland Arts and Health Sciences Magnet School - 7:25 p.m.
Presenter: Principal Rob Sahli
12. Strategic Framework Social Emotional Learning Implementation Target Update - 7:45 p.m.
Presenter: Sara Lein, Director of Special Services
13. Action Item - Approval of School Age Care and Early Learning Fee Increases - 8:15 p.m.
Presenter: Lisa Grathen, Director of Community Education; Missy McGinty, SAC Program Coordinator

14. Action Item - Approval of Updates to the School Board Roles, Standards, and Expectations Document - 8:25 p.m.
Presenter: Board Member Morgan Steele
15. End of Year Report on 2024 School Board Goals - 8:40 p.m.
Presenter: Board member Byron Schwab
16. Summary of 2024 School Board Self Evaluation - 8:55 p.m.
Presenter: Byron Schwab, Board Member
17. Board Committee Reports - 9:05 p.m.
Parent Ambassador Network (PAN)
Presenter: Sarah Larsen, Chair
18. Adjournment - 9:10 p.m.
Presenter: Sarah Larsen, Chair

School District 197
West St. Paul-Mendota Heights-Eagan Area Schools
Meeting and Work Session
Monday, November 18, 2024
ISD 197 District Office, Mendota Heights, MN

A meeting of the School Board of Independent School District 197 was held Monday, November 18, 2024, at the ISD 197 District Office, 1897 Delaware Avenue, Mendota Heights, MN, beginning at 5:00 p.m. pursuant to due notice.

Chair Larsen called the meeting to order at 5:00 p.m. The following School Board members were present: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, and Randi Walz. Superintendent Peter Olson-Skog was present. Student Representatives Patrick Bohmbach and Nawal Hassan were present.

Also present for the meeting was Peter Mau, Assistant Superintendent; Sara Lein, Director of Special Services; Jason Stegeman, Director of Finance; Tye Michaels, Director of Human Resources; Mark Fortman, Director of Operations; Sara Blair, Director of Communications; and Lisa Grathen, Director of Community Education.

Agenda

It was moved by Mr. Schwab and seconded by Ms. Steele to approve the main agenda as presented.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

Consent Agenda

It was moved by Mr. Aune and seconded by Mr. Hill to approve the consent agenda items as presented:

- Approval of Minutes of the November 4, 2024 Regular School Board Meeting
- Approval of Personnel Recommendations
- Final Reading of Policy 512, School Sponsored Student Publications and Activities
- Final Reading of Policy 613, Graduation Requirements
- Final Reading of Policy 620, Credit for Learning
- Final Reading of Policy 624, Online Learning Options
- Administrative Review of Policy 801, Equal Access to Facilities
- Approval of Gifts to the District
- Approval of October 2024 Wire Transfers Report.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

Comments to the School Board

One resident provided comments to the School Board regarding the district's preschool fees and felt they were high compared to other school districts.

First Reading of Policy 419, Tobacco-Free Environment; Possession and Use of Tobacco; Tobacco-Related Devices and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction

Tye Michaels, Director of Human Resources, presented a first reading of Policy 419, Tobacco-Free Environment; Possession and Use of Tobacco; Tobacco-Related Devices and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction. The current policy adheres to district processes and procedures that are currently in place. The current policy was reviewed against the MSBA model policy and continues to mostly match that language. This policy was last reviewed and approved in June of 2021. Based on the review, minor changes were recommended. Changes includes new language related to exceptions in Section IV and reflects changes for American Indian use of tobacco for religious, cultural or smudging purposes while on school district property. Minor grammar changes were made and those will be reflected in the second reading. This policy will be brought back to the December 9th board meeting for a second reading via the consent agenda.

American Indian Education Program Update

Peter Mau, Assistant Superintendent; Kevin Sheridan, Educational Equity Coordinator; and Nell Barri, American Indian Cultural Liaison, presented an update on the American Indian Education Program. The goals of this program are to increase educational access and opportunity for the district's American Indian students in order to increase their academic achievement and graduation rates and to improve the school climate for PreK-12 American Indian students through intra and intercultural awareness and the cultural relevance of materials, programs and activities. Minnesota Statute requires all Minnesota school districts with 10 or more American Indian students to have an American Indian Parent Advisory Committee. A school district enrolling at least 20 American Indian students on October 1 of the previous school year is eligible for Indian Education Aid from the state. The 2024-2025 student count is 173 which qualifies the school district for \$116,500 in aid from the state.

Specific goals of the program include:

- Support postsecondary preparation for American Indian pupils with a goal of 50 students participating in at least one college readiness activity
- Support the academic achievement of American Indian pupils with a partnership between the high school BARR coordinator and the American Indian Education Coordinator to support students during their transition to high school
- Make curriculum relevant to the needs, interests and cultural heritage of American Indian pupils by increasing the scores on the FASTbridge aReading assessment
- Provide positive reinforcement of the self-image of American Indian pupils by establishing Native American Student Groups at all secondary sites and increasing their meeting opportunities
- Develop intercultural awareness among pupils, parents and staff

Some recent accomplishments of the program include:

- A tour of the University of Minnesota last spring
- A backpack distribution event over the summer
- Establishment of Native American student groups at the high school and both middle schools
- Providing support to Native students at all sites for the PD sessions

Review Proposed School Age Care and Early Learning Fee Increases

Lisa Grathen, Director of Community Education, and Missy McGinty, SAC Program Coordinator, presented information on proposed School Age Care (SAC) fee increases. The SAC program is a fee-based program. The administration recommended a 3% increase for the next two school years to address inflation in operating expenses. The fees remain within the range of comparison districts' fees for this year.

- The registration fee will remain at \$45.00 for 25-26 and 26-27
- The daily rate will increase from \$28.25 to \$29.25 in 25-26 and to \$30.25 in 26-27
- AM K-4 rates will increase from \$8.00 to \$8.25 in 25-26 and \$8.50 in 26-27
- AM 5-8 rates will increase from \$12.25 to \$12.75 in 25-26 and \$13.25 in 26-27
- PM K-4 rates will increase from \$20.25 to \$21.00 in 25-26 and \$21.75 in 26-27
- PM 5-8 rates will increase from \$16.00 to \$16.50 in 25-26 and \$17.00 in 26-27
- Non-school day rates will increase from \$54.00 to \$55.50 in 25-26 and \$57.25 in 26-27
- Summer daily rates will increase from \$44.00 to \$45.25 in 25-26 and \$46.50 in 26-27

If approved, these fees will be published in the School Age Care brochures and sent to homes in January. The administration believes this fee structure continues to allow for equitable access. The program has had a waitlist since August 2021 due to staff shortages. In June, the district began working with Radar Talent Solutions and were able to hire the necessary additional SAC paraprofessionals.

Lisa Grathen, Director of Community Education, and Laurie Hume, Assistant Director of Early Learning, presented information on proposed Early Learning fee increases. The administration recommended a 3% increase for the next two school years, with one exception. Given market comparison and program costs, the administration proposes a larger increase for the extended school day program. These fees are more complicated than simply using a daily rate given holidays and other non-school days a particular program would not meet. The fees are determined based on the total number of programming days in a year.

- The registration fee will increase from \$55.00 to \$60.00 in 25-26 and remain at \$60.00 in 26-27
- Monthly rates will increase from:
 - 2 day: increase from \$176.00 to \$181.00 in 25-26 and \$186.50 in 26-27
 - 3 day: increase from \$246.00 to \$253.00 in 25-26 and \$261.00 in 26-27
 - 5 day: increase from \$396.00 to \$408.00 in 25-26 and \$420.00 in 26-27
 - All day: will remain at \$980.00 in 25-26 and in 26-27
- Extended day rates will increase from \$12.00/day to \$14.00/day in 25-26 and \$14.50/day in 26-27

If approved, all fees will be published in the community preschool brochures and mailed to homes in February. There are a variety of funding streams that provide financial support for families who want to participate in early learning preschool programming. Families apply for available funds, which are awarded on a sliding scale based on the family income or needs of a student. There are income limits to receive financial support. These two items will be brought back to the December 9 board meeting for recommended approval.

Approval of Proposed 2025-2026 District Academic Calendar and Review Proposed Draft 2026-2027 District Academic Calendar

Superintendent Olson-Skog presented the proposed FY 2025-2026 and the draft 2026-2027 district academic calendars. The 2025-2026 school calendar includes the continuation of a transition day for students in the beginning grades of our elementary, middle, and high schools. The first day of school for students in Kindergarten, grade 5, and grade 9 will be the day after Labor Day, Tuesday, September 2. The first day of school for students in grades 1-4, 6-8, and 10-12 will be Wednesday, September 3. The last day of school is Thursday, June 4. The 2025-2026 school calendar includes the continuation of a transition day for students in the beginning grades of our elementary, middle, and high schools. The first day of school for students in Kindergarten, grade 5, and grade 9 will be the day after Labor Day, Tuesday, September 8. The first day of school for students in grades 1-4, 6-8, and 10-12 will be Wednesday, September 9. The last day of school is Thursday, June 10.

Both calendars include the same amount of professional development days for licensed staff and four grading days. Both calendars include 169 or 170 school days for students. The minimum number of days required by

MN state statute is 165 days. Licensed staff work 185 days. The school year consists of four quarters. The administration has tried to balance the number of days in total for quarters 1 and 2 with the number in quarters 3 and 4. This is important for the high school students who earn credits based on a semester (2 quarters). In an attempt to mitigate the impact on major religious holidays, the school administration has developed administrative procedures around school events and religious holidays.

It was moved by Mr. Aune and seconded by Mr. Schwab to approve the 2025-2026 district academic calendar as presented.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

It was moved by Ms. Steele and seconded by Mr. Vaupel to approve a draft of the 2026-2027 district academic calendar given that changes could potentially be made before finalizing it a year from now.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

Review Updates to the School Board Roles, Standards and Expectations Document

Board member Steele presented a draft of a revised “School Board Roles, Standards, and Expectations” document. At the October 21 meeting, board members reviewed a draft of the revised “School Board Roles, Standards, and Expectations” document. In response to community interest in serving on the school board, the district has prepared this guide to advise current and prospective school board candidates on the roles, responsibilities, and expectations of the board. This guide is also meant to inform the community on how the board fulfills its role. The board results committee was given the task of making some updates to the document. Information about the board stipend has been added along with additional clarification on committee assignment and roles and school visits. Several questions were asked at that meeting, and it was decided that further work would be done on the document at a board development session held on November 11. The changes were reviewed and expanded upon. This item will be brought back to the December 9 board meeting for recommended approval with the additional changes.

Adjournment

It was moved by Mr. Schwab and seconded by Mr. Hill to adjourn the meeting at 7:06 p.m.

Aye: Tim Aune, Marcus Hill, Sarah Larsen, Byron Schwab, Morgan Steele, Jon Vaupel, Randi Walz. Nay: none.

The motion carried (7-0).

The next regularly scheduled School Board meeting of Independent School District 197 will be on Monday, December 9, 2024 at 6:00 p.m. It will be held at the City of Mendota Heights Council Chambers, 1101 Victoria Curve, Mendota Heights, MN.

Upon approval by the School Board, official minutes will be available at the District Office, 1897 Delaware Avenue, Mendota Heights, and on the district website. The full meeting materials are available for public inspection at the administrative offices of the school district and on the district website.

Sarah Larsen
School Board Chair

Jon Vaupel
School Board Clerk



1897 Delaware Avenue
Mendota Heights, MN 55118
P 651.403.7006 F 651.403.7010
www.isd197.org

TO: School District 197 School Board Members

FROM: Tye Michaels, Director of Human Resources

DATE: December 9, 2024

SUBJECT: PERSONNEL RECOMMENDATIONS

The following personnel items are recommended for approval on December 9, 2024, at the School Board Meeting.

Licensed Employment

- Voight, Mary - .8 FTE Mathematics Teacher at Heritage Middle School, BA, Step 2 at an annual salary of \$48,319, effective August 26, 2024 through June 10, 2025.

Non-Licensed Employment

- Estrada, Erick - 8 hours per day District Wide Building and Grounds Maintenance, at an hourly rate of \$26.98, effective November 25, 2024.
- Hanson, Eric - 6.25 hours per day Special Education Paraprofessional at Two Rivers High School, at an hourly rate of 23.21, effective November 26, 2024
- Jimenez, Damaris - 3.5 hours per day SAC Support Paraprofessional at Somerset Elementary School, at an hourly rate of \$16.89, effective November 25, 2024.
- Vang, Crystal - 3.5 hours per day SAC Support Paraprofessional at Somerset Elementary School, at an hourly rate of \$16.89, effective November 25, 2024.

Non-Licensed Resignation, Retirement, Termination

- Demay, Barbara - 8 hours per day Buildings and Grounds Worker at Pilot Knob Elementary School, termination effective November 22, 2024.
- Hawkins, Katie - 7 hours per day School Health Professional at Heritage Middle School, resignation effective December 03, 2024.
- Jenkins-Whitmore, Andrea - 3.25 hours per day SAC Support Paraprofessional at Somerset Elementary School, termination effective November 26, 2024.
- McNamara, Denise - 5.5 hours per day Special Education Paraprofessional at The Early Learning Center, termination effective December 02, 2024.
- Niedert, Jodi - 3.5 hours per day SAC Special Education Paraprofessional at Somerset Elementary School, resignation effective November 14, 2024.
- Schlecht, Eli - 5.5 hours per day Special Education Paraprofessional at Garlough Elementary School, termination effective November 26, 2024
- Xiong, Alyssa - 3.5 hours per day SAC Support Paraprofessional at Mendota Elementary School, resignation effective December 19, 2024.

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Mendota Height, MN 55118
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TO: School Board

FROM: Jason Stegeman, Director of Finance, and Dave Sandum, Director of Technology

DATE: December 9, 2024

RE: Approve Apple Computer Lease Schedule No. 11

BACKGROUND:

Administration is looking to secure a lease with Apple as part of our equipment refresh strategy for student and staff devices. This refresh follows the technology replacement cycle as defined in our 2014 Technology Plan. The strategy is to secure technology devices using a leasing model that allows us to follow a predictable financial model for funding district devices. Our plan was to secure four-year leases for iPads and five-year leases for MacBooks. In addition, our plan was to return the devices one year prior to the end of the lease. The rationale for doing so is that the return value of the devices covers the cost of the first year of the new lease. This allows us to have updated iPads every three years and updated MacBooks every four years.

The lease we are looking to secure for the 2025-2026 school year is for 2300 iPads to replace devices that are at retirement age. The cost for this lease is funded by the Capital Projects Levy and the total yearly lease costs are still within the planned amounts.

The district is seeking approval of schedule No. 11 (see attached schedule) which finances the new MacBooks over another four-year term. It is an addendum to the original master lease purchase agreement which is also attached.

Overall, budget resources are allocated to help the district make progress towards achieving the beliefs and goals stated in the Strategic Framework, which in turn, drives the work of district staff and administrators. Within the Strategic Framework, we are committed to equitable practices by being accountable for removing barriers and creating equitable systems. Providing technology devices to all students helps reduce the digital divide between families that can provide devices for students and those that cannot. Doing so removes barriers and provides equitable access to technology for all students.

RECOMMENDATION:

BE IT RESOLVED by the School Board of Independent School District No. 197 to approve the Apple Computer Lease Schedule No. 11, as presented.

EXHIBIT C

RESOLUTION NO. _____ OF Independent School District 197
 AUTHORIZING AND APPROVING THE EXECUTION AND DELIVERY
 OF A MASTER LEASE PURCHASE AGREEMENT;
 AND APPROVING THE EXECUTION AND DELIVERY OF
 SCHEDULE NO. 11 TO THE MASTER LEASE PURCHASE AGREEMENT.

WHEREAS, the Independent School District 197 (the "School District"), 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 School District 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 School District desires to execute and deliver the Master Lease Purchase Agreement with Apple Inc. (the "Master Lease") and Schedule No. 11 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 School District, 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 School District.

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

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

Section 2. The School District hereby authorizes and approves the execution and delivery of Schedule No. 11 to the Master Lease in an amount not to exceed \$841,685.00 for the purpose of financing the costs of the acquisition and installation of the Project;

Section 3. The persons of the School District listed below (each an "Authorized Officer") are each hereby authorized and empowered, for and on behalf of the School District, 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
Jason Stegeman	Director of Finance
Peter Olson-Skog	Superintendent

Section 4. The Authorized Officers are each hereby authorized and empowered, for and on behalf of the School District, 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 School District are authorized and directed to take all such actions as may be necessary and appropriate to carry out and perform the School District's obligations and agreements pursuant thereto.

Section 6. All actions of the officers, agents and employees of the School District 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



Master Lease Purchase Agreement

This Master Lease Purchase Agreement dated as of March 1 2025 (this "Master Lease") is entered into by and between Apple Inc. ("Lessor") and Independent School District 197 ("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 ("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; (h) a Bank Qualification Designation; (i) Lease Payment Instructions; (j) Insurance Coverage Requirements; (k) an opinion of Lessee's counsel; and (l) such other documents, items, or information reasonably required by Lessor. Lessor shall provide each such document to Lessee in a form and substance satisfactory to 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.

26. ELECTRONIC SIGNATURES. Notwithstanding anything to the contrary in this Master Lease and with the exception of the IRS Form 8038-G / 8038-GC which Lessee must execute using an original, manual signature, Lessee and Lessor both intend that this Master Lease and any Schedule, Acceptance Certificate, Escrow Agreement or any other related document or certificate (each a "Document") containing the electronic signature of the Lessee and/or Lessor using the procedure or method for electronic signatures that Lessor provided to Lessee ("Electronic Signature") 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). 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.

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 197
1897 Delaware Avenue
Mendota Heights, MN 55118

BY: _____

BY: _____

TITLE: _____

TITLE: _____

FED TAX ID#: _____



Director of Human Resources
1897 Delaware Avenue
Mendota Heights, MN 55118
P 651.403.7006 F 651.403.7010
www.isd197.org

TO: School Board Members

FROM: Tye Michaels, Director of Human Resources

DATE: December 9, 2024

RE: Second Reading of Policy 419, Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction

BACKGROUND:

A review of Policy 419, Tobacco-Free Environment; Possession and Use of Tobacco, Tobacco-Related Devices, and Electronic Delivery Devices; Vaping Awareness and Prevention Instruction, has been completed. A first reading of the policy was provided at the November 18, 2024 board meeting. The current policy adheres to District processes and procedures currently in place. The current District policy was reviewed against the MSBA model policy and continues to mostly match that language. This policy was last reviewed and approved in June of 2021.

To recap, this policy includes new language related to exceptions (Section IV). This section reflects changes for American Indian use of tobacco for religious, cultural or smudging purposes while on school district property. Per a discussion at the last meeting, two grammatical changes were made to the policy:

- Under IIB, the word “to” in the second sentence is an error and was removed
- Under IVA, the term “American” was added where needed

This policy was also reviewed using the district’s Four-Way Equity Test. The policy provides American Indians with safeguards to ensure an equitable process free from explicit bias in possession of tobacco for religious, cultural or smudging purposes while on school district property.

RECOMMENDED RESOLUTION:

This is a second reading. No resolution is needed at this time.



OPERATIONAL EXPECTATIONS

ISD 197 School Board

Employment & Personnel

Contact: Director of Human Resources

419 TOBACCO-FREE ENVIRONMENT; POSSESSION AND USE OF TOBACCO, TOBACCO-RELATED DEVICES, AND ELECTRONIC DELIVERY DEVICES; VAPING AWARENESS AND PREVENTION INSTRUCTION

I. PURPOSE

The purpose of this policy is to maintain a learning and working environment that is tobacco free.

II. GENERAL STATEMENT OF POLICY

- A. A violation of this policy occurs when any student, teacher, administrator, other school personnel of the school district, or person smokes or uses tobacco, tobacco-related devices, or carries or uses an activated electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls. In addition, this prohibition includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- B. A violation of this policy occurs when any elementary school, middle school, or secondary school student ~~to~~ possesses any type of tobacco or tobacco-related device, or electronic delivery device in a public school. This prohibition extends to all facilities, whether owned, rented, or leased, and all vehicles that a school district owns, leases, rents, contracts for, or controls and includes vehicles used, in whole or in part, for work purposes, during hours of school operation, if more than one person is present. This prohibition includes all school district property and all off-campus events sponsored by the school district.
- C. The school district will act to enforce this policy and to discipline or take appropriate action against any student, teacher, administrator, school personnel, or person who is found to have violated this policy.
- D. The school district will not solicit or accept any contributions or gifts of money, curricula, materials, or equipment from companies that directly manufacture and are identified with tobacco products, tobacco-related devices, or electronic delivery

devices. The school district will not promote or allow promotion of tobacco products or electronic delivery devices on school property or at school-sponsored events.

III. DEFINITIONS

- A. “Electronic delivery device” means any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of aerosol or vapor from the product. Electronic delivery devices includes, but is not limited to, devices manufactured, marketed, or sold as electronic cigarettes, electronic cigars, electronic pipe, vape pens, modes, tank systems, or under any other product name or descriptor. Electronic delivery device includes any component part of a product, whether or not marketed or sold separately. Electronic delivery device excludes drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- B. “Heated tobacco product” means a tobacco product that produces aerosols containing nicotine and other chemicals which are inhaled by users through the mouth.
- C. “Tobacco” means cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product, including but not limited to, cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any drugs, devices, or combination products, as those terms are defined in the Federal Food, Drug, and Cosmetic Act, that are authorized for sale by the United States Food and Drug Administration.
- D. “Tobacco-related devices” means cigarette papers or pipes for smoking or other devices intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking, or inhalation of vapors of tobacco or tobacco products. Tobacco-related devices include components of tobacco-related devices which may be marketed or sold separately.
- E. “Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. Smoking includes carrying or using an activated electronic delivery device.

- F. “Vaping” means using an activated electronic delivery device or heated tobacco product.”

IV. EXCEPTIONS

- A. ~~An American Indian is a person who is a member of an American Indian tribe as defined under Minnesota Statutes section 260.755, subdivision 12. As an exception to the general rule prohibiting the possession of tobacco on school property, an American Indian may possess tobacco for spiritual or cultural related practices while on school property, and an American Indian who is over the age of 18 may furnish tobacco to an American Indian under the age of 18 if the tobacco is furnished as part of a traditional American Indian spiritual or cultural ceremony that is held on school property. Additionally, an American Indian who is 18 years of age or older may light tobacco on school property as part of a traditional American Indian spiritual or cultural ceremony that is held on school property. However, in accordance with State law, no student, including an American Indian student, may use or consume tobacco while on school property, on a school vehicle, or at a school sponsored event or activity.~~ **A violation of this policy does not occur when an American Indian adult lights tobacco on school district property as a part of a traditional American Indian spiritual or cultural ceremony. An American Indian student may carry a medicine pouch containing loose tobacco intended as observance of traditional spiritual or cultural practices. An American Indian is a person who is a member of an Indian tribe as defined under Minnesota law.**
- B. A violation of this policy does not occur when an adult nonstudent possesses a tobacco or nicotine product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose. Nothing in this exception authorizes smoking or use of tobacco, tobacco-related devices, or electronic delivery devices on school property or at off-campus events sponsored by the school district.
- C. **An American Indian student or staff member may use tobacco, sage, sweetgrass, and cedar to conduct individual or group smudging in a public school. The process for conducting smudging is determined by the building or site administrator. Smudging must be conducted under the direct supervision of an appropriate staff member, as determined by the building or site administrator.**

V. VAPING PREVENTION INSTRUCTION

- A. The school district must provide vaping prevention instruction at least once to students in grades 6 through 8.

- B. The school district may use instructional materials based upon the Minnesota Department of Health's school e-cigarette toolkit or may use other smoking prevention instructional materials with a focus on vaping and the use of electronic delivery devices and heated tobacco products. The instruction may be provided as part of the school district's locally developed health standards.

V. ENFORCEMENT

- A. All individuals on school premises shall adhere to this policy.
- B. Students who violate this tobacco-free policy shall be subject to school district discipline procedures.
- C. School district administrators and other school personnel who violate this tobacco-free policy shall be subject to school district discipline procedures.
- D. School district action taken for violation of this policy will be consistent with requirements of applicable collective bargaining agreements, Minnesota or federal law, and school district policies.
- E. Persons who violate this tobacco-free policy may be referred to the building administration or other school district supervisory personnel responsible for the area or program at which the violation occurred.
- F. School administrators may call the local law enforcement agency to assist with enforcement of this policy. Smoking or use of any tobacco product in a public school is a violation of the Minnesota Clean Indoor Air Act and/or the Freedom to Breathe Act of 2007 and is a petty misdemeanor. A court injunction may be instituted against a repeated violator.
- G. No persons shall be discharged, refused to be hired, penalized, discriminated against, or in any manner retaliated against for exercising any right to a smoke-free environment provided by the Freedom to Breathe Act of 2007 or other law.

VI. DISSEMINATION OF POLICY

- A. This policy shall appear in the student handbook.
- B. The school district will develop a method of discussing this policy with students and employees.

Legal References: Minn. Stat. § 120B.238 (Vaping Awareness and Prevention)
Minn. Stat. § 121A.08 (Smudging Permitted)
Minn. Stat. § 144.411-144.417 (Minnesota Clean Indoor Air Act)

Minn. Stat. § 609.685 (Sale of Tobacco to Children)
2007 Minn. Laws Ch. 82 (Freedom to Breathe Act of 2007)

Cross References: School District Policy 403 (Discipline, Suspension, and Dismissal of School District Employees)
School District Policy 506 (Student Discipline)

POLICY ADOPTED: October 16, 2006
POLICY REVIEWED/REVISED: December 14, 2009; July 11, 2011; December 18, 2017;
June 21, 2021
Monitoring Method: Administrative Review
Monitoring Frequency: Once every three years



1897 Delaware Avenue
Mendota Heights, MN 55118
P 651.403.7002 F 651.403.7010
www.isd197.org

MEMORANDUM

TO: School Board Members

FROM: Mary Amidon

DATE: December 9, 2024

SUBJECT: Gifts to the District

Minnesota Statute §123B.02, Subd. 6, permits School Boards to “... receive, for the benefit of the district, bequests, donations, or gifts for any proper purpose and apply the same to the purpose designated. In that behalf, the board may act as trustee of any trust created for the benefit of the district, or for the benefit of pupils thereof, including trusts created to provide pupils of the district with advanced education after completion of high school, in the advancement of education.”

RECOMMENDED RESOLUTION:

BE IT RESOLVED by the School Board of Independent School District No. 197 that the School Board accept with appreciation the following contributions and permit their use as designated by the donor:

<u>Value</u>	<u>Donor</u>	<u>Item/Purpose</u>
\$230.90	Somerset Elementary Parent Family Group	Playground Donation to Somerset Elementary
\$2,000.00	Anonymous	Two Rivers Band Program
\$2,000.00	Anonymous	Two Rivers Choir Program
\$2,000.00	Anonymous	Two Rivers Orchestra Program
\$2,000.00	Anonymous	Two Rivers Theater Program
\$1,000.00	Anonymous	Branch Out Program
\$2,000.00	Anonymous	District-Wide Special Education
\$2,000.00	Anonymous	Two Rivers High School

DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST- FORM 2

Form 1 must have been completed and approved before submitting Form 2

Submit to Principal/Administrator and Superintendent's Office no less than two months prior to domestic travel and no less than 4 months prior to international travel.

Trip Leader/Staff Member Name: Jim Bruder

Did you complete FORM 1 for this trip and receive the required approval? YES

TOUR CHECKLIST	RESPONSE
1. Dates of travel	12/30/2024 - 01/01/2025
2. Trip destination	Birkie Trail, Cable, WI
3. SUBMIT: Complete roster of travelers. Include a link to your roster in the response. <i>Link to roster template: TOUR ROSTER</i>	<input checked="" type="checkbox"/> Tour Roster for Birkie Trail Trip 2025
4. SUBMIT: Detailed Itinerary, including hotel names, addresses and phone numbers. Include a link or attach a document with these details in your response.	<input checked="" type="checkbox"/> Itinerary for Birkie Trail Trip 2025
5. Final number of student travelers	20
6. Final number of adult travelers who are paying their own way/fare.	0
7. Final number of adults travelers who are traveling with a free or reduced fare. [If any, include the amount by which their fare is reduced]	5 adult travelers who are traveling at a reduced fare (~\$100 reduction)
8. Final number of district employees (also include in #6 and #7 counts)	3
9. Ratio of adults to students	1 to 4
FINAL TOTAL of Number of Travelers (Adults and Students)	25
12. Have parents received detailed information about the cancellation policies and fees?	yes
13. Is travel insurance through the tour company required OR optional for your travelers?	optional

15. Has the district completed background checks for <u>all</u> adults?	yes
---	-----

DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST- FORM 2

Form 1 must have been completed and approved before submitting Form 2


Submit to Principal/Administrator and Superintendent's Office no less than two months prior to domestic travel and no less than 4 months prior to international travel.

16. Is this a private tour, or will you be traveling with students from other schools? If so, please include the full roster of the adjoining group.	Private
17. How will you communicate with travelers while on tour?	Phone (Remind)
18. How will you communicate with families back home/not on tour?	Email and Phone
19. What is your plan for those requiring medication?	Receive detailed medicine plans from parents and giving a coach that responsibility

JIM BRUDER

Member's/Group Leader's Signature Date Staff

Required Approvals:

 AD 12/4/24 _____
Signature Date Principal

 * 12/4/24 _____
Superintendent/Designee Signature Date

Board Approval Date Approved School

Once this form has been signed by your site administrator, submit it to the Superintendent for review and approval. It will then require School Board approval. Once approved, a signed copy will be returned to you for your records.

* Approval is pending background checks and full detailed roster.

DRAFT-DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST
FORM 1- Site and district approval is required before students/families are notified
of the trip and before any funds are collected for the potential trip.

Part 1 - Approval to Plan & Recruit for an Extended Trip- COMPLETE IN FULL

Date of this request: 10/11/2024 Your name and school: Jim Bruder Two Rivers High School

Your Email: james.bruder@isd197.org Your Phone Number: 312-515-3093

Date Principal was notified of this trip: 10/11/2024

Dates of Trip: 12/30/2024- 1/1/25 Date/Time Leaving: 12/30/24 8am Date/Time Returning: 1/1/25 3pm

Destination(s): Telemark Northwoods Lodging - Cable, WI

Who is this trip for (subject and grade levels)? Two Rivers Nordic Ski Team

Estimated number of students that will participate: 35

Estimated number of chaperones that will participate (all chaperons must undergo a background check): 10

*Chaperone names: Pam Stein, Will Stein, Kelly Aukema, Brian Aukema, Alexis Vogen, Kirk Vogen

Brandi Hoffman, Mitch Hoffman, Jim Bruder, Celeste Kiewel, Jess Emery, Kelsey Halverson

What is your chaperone ratio: One Adult Chaperone for every 3.5 students (minimum of 2 regardless of the number of students and at least 1 for every 10 students). **Chaperones are defined as adults (minimum age of 21) who accompany and oversee groups of students. At least half (and no less than 2) of the chaperones must be current School District 197 employees. (Exceptions can be made to this requirement by the Superintendent. Provide rationale.)*

Form of Transportation: isd 197 bus Transportation Costs: \$ 800 2200 JB

(For liability purposes, all transportation must be provided by district transportation, contracted services, or public transportation. Private transportation is NOT allowed. Vehicle rentals are considered a contracted service. Allowable vehicles are specified and drivers must have a Type III license. Call the ISD 197 Transportation Department at 651-403-8320 for details.)

Lodging Name/Location: Telemark Northwoods Lodging Lodging Costs: \$ 3,300

(For liability purposes, all lodging must be public accommodations - hotel, public dormitory, etc. Exceptions may be requested and submitted to the Superintendent for consideration and possible approval.)

Cost per adult/chaperone: \$ 150 200 Costs covered by: Nordic Warriors Boosters

Cost per student: \$ 150 200 Costs covered by: Nordic Warriros Boosters

Sub costs, if any, paid by: Nordic Warrior Boosters TOTAL COST: \$ 4500 5900 JB

Please list all current School District 197 employees who will accompany this trip: Jim Bruder, Jess Emery

Kelsey Halverson, Celeste Kiewel

Provide a general description of the trip and include 1) the educational purpose/goal of this trip and 2) a summary of the agenda/itinerary (feel free to note and attach additional documentation): Ski training trip

Summary: 4 ski training sessions over 2.5 days, breakfast, lunch, and dinner provided

DRAFT-DISTRICT 197 OVERNIGHT OR EXTENDED TRIP REQUEST
FORM 1- Site and district approval is required before students/families are notified
of the trip and before any funds are collected for the potential trip.

If applicable, Tour Company Name: _____

If applicable, Tour Company Customer Service Phone #: _____

If applicable, Tour Company Emergency Phone #: _____

Trip Leader experience with educational travel as an adult (attach additional sheet if more space is needed):

Year	Destination(s)	# of Student Travelers	Age Range of Travelers	Your Role (coordinator, adult/chaperone, parent)
2024	Giants Ridge Biwabik	30	12-18	coordinator/coach

As the trip leader, I assure that...

[Please check the boxes that apply below, review the linked document, and sign the form before submission]

- ☒ I have not/will not communicate this potential trip until preliminary approval of this form has been attained from both the principal and superintendent.
- ☒ I will follow the room assignment procedures outlined in the [Overnight Field Trip and Gender Inclusion Procedures document](#).
- ☒ When the trip is communicated to families, communication will include:
 - that the trip has received preliminary approval, but will not receive final approval until closer to the date of the trip
 - that the trip may be canceled for a variety of reasons (insufficient chaperones, pandemic, destination issues)
 - that students will complete a room assignment preference form
 - the financial details describing:
 - ☒ Any fees that will not be refunded by the company or district if the trip is canceled
 - ☒ Options for travel insurance (including potential areas the insurance WON'T cover (cancellation, etc.))
 - ☒ All the options for meeting the financial commitments of the trip (family pays, fundraising opportunities, etc.)



10/11/2024

Trip/Group Leader's Signature

Date

Part 2 - Approvals:

Principal Signature

Date

Superintendent/Designee Signature

Date

Once this form has been signed by your site administrator, submit it to the Superintendent for review and possible approval. Once approved, a signed copy will be returned to you. Then the trip leader may proceed with FORM 2 of this process.

SCHOOL DISTRICT 197

West St. Paul + Mendota Heights + Eagan Area

Independent School District No. 197

Public Hearing for Taxes Payable in 2025

DECEMBER 9, 2024

PRESENTED BY:

JASON STEGEMAN,
DIRECTOR OF FINANCE

Minnesota State Law Requirements

A Public Meeting...

- Between November 25th & December 30th
- At 6:00 PM or later
- May be part of regularly scheduled meeting
- Must allow for public comments
- May adopt final levy at same meeting

...and Presentation of:

- Current year budget
- Proposed property tax levy

Hearing Agenda



Background
Information on
School Funding



District's Budget



District's Proposed
Tax Levy for Taxes
Payable in 2025



Public Comments

MN Legislature Must Set Funding for Minnesota Public Schools

Minnesota Constitution ARTICLE XIII

MISCELLANEOUS SUBJECTS

Section 1

“UNIFORM SYSTEM OF PUBLIC SCHOOLS. The stability of a republican form of government depending mainly upon the intelligence of the people, it is the duty of the legislature to establish a general and uniform system of public schools. The *legislature shall make such provisions by taxation or otherwise* as will secure a thorough and efficient system of public schools throughout the state.”

As a Result, Funding is Highly Regulated

State Sets:

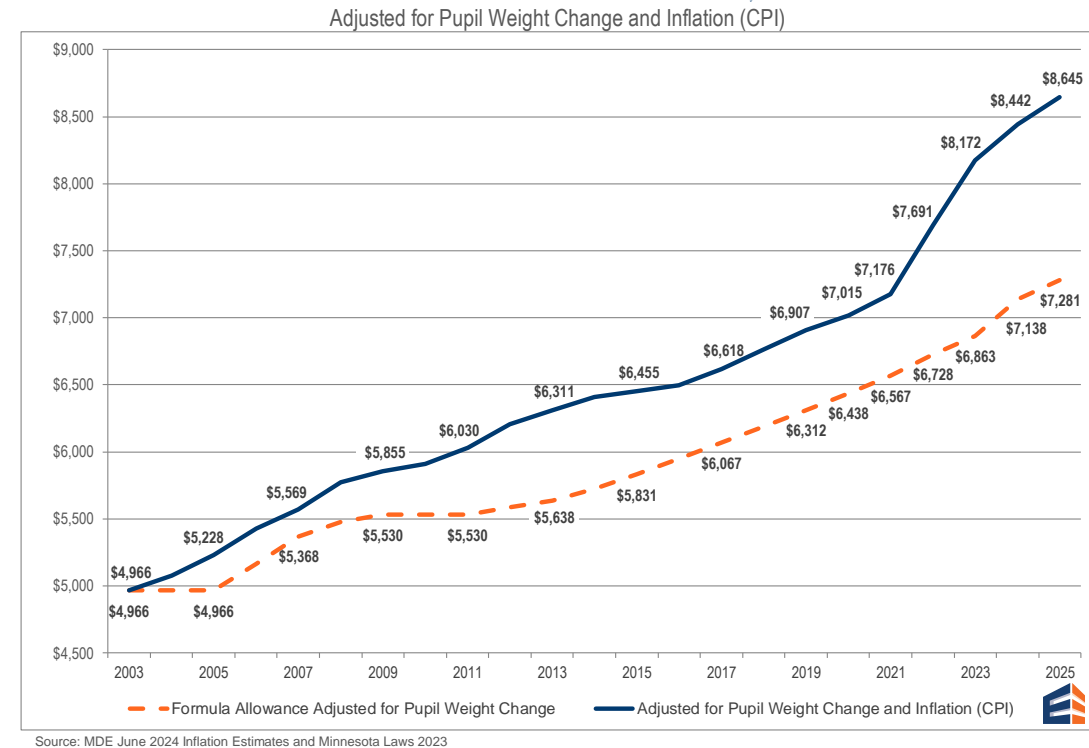
- Formulas which determine revenue; most revenue based on specified amounts per pupil
- Tax policy for local schools
- Maximum authorized property tax levy
 - Districts can levy less, but not more than amount authorized by state, unless approved by voters in November

State also authorizes school board to submit referendums for operating & capital needs to voters for approval

General Education Formula Allowance, 2003-25

- Since 2002-03, state General Education Revenue formula has not kept pace with inflation
- For Fiscal Year 2023-24, an increase of 4.00% or \$275 over previous year was approved
- For Fiscal Year 2024-25, an increase of 2.00% or \$143 over previous year was approved

Per-pupil allowance for Fiscal Year 2024-25 of \$7,281 would need to increase by another \$1,364 (18.7%) to have kept pace with inflation since 2002-03, resulting in an allowance of \$8,645



According to MN Department of Education (MDE):

FY 2023 costs of providing programs were underfunded statewide by \$726 million

Even with recent funding, costs will be underfunded by \$455 million statewide by FY 2027



Primary options to bridge funding gap are to cut regular program budgets or increase referendum revenue, most districts have done both

Underfunding of Special Education

Budget Information

Because approval of school district budget lags certification of tax levy by six months, state requires only current year budget information be presented at this hearing. Fiscal Year 2025-26 budget will be adopted by School Board in June 2025.

School district budgets are divided into separate funds, based on purposes of revenue, as required by law.

Our District's Funds:

- General
- Food Service
- Community Service
- Building Construction
- Debt Service
- Trust
- OPEB* Trust

**Other Post-Employment Benefits*



District Revenues & Expenditures

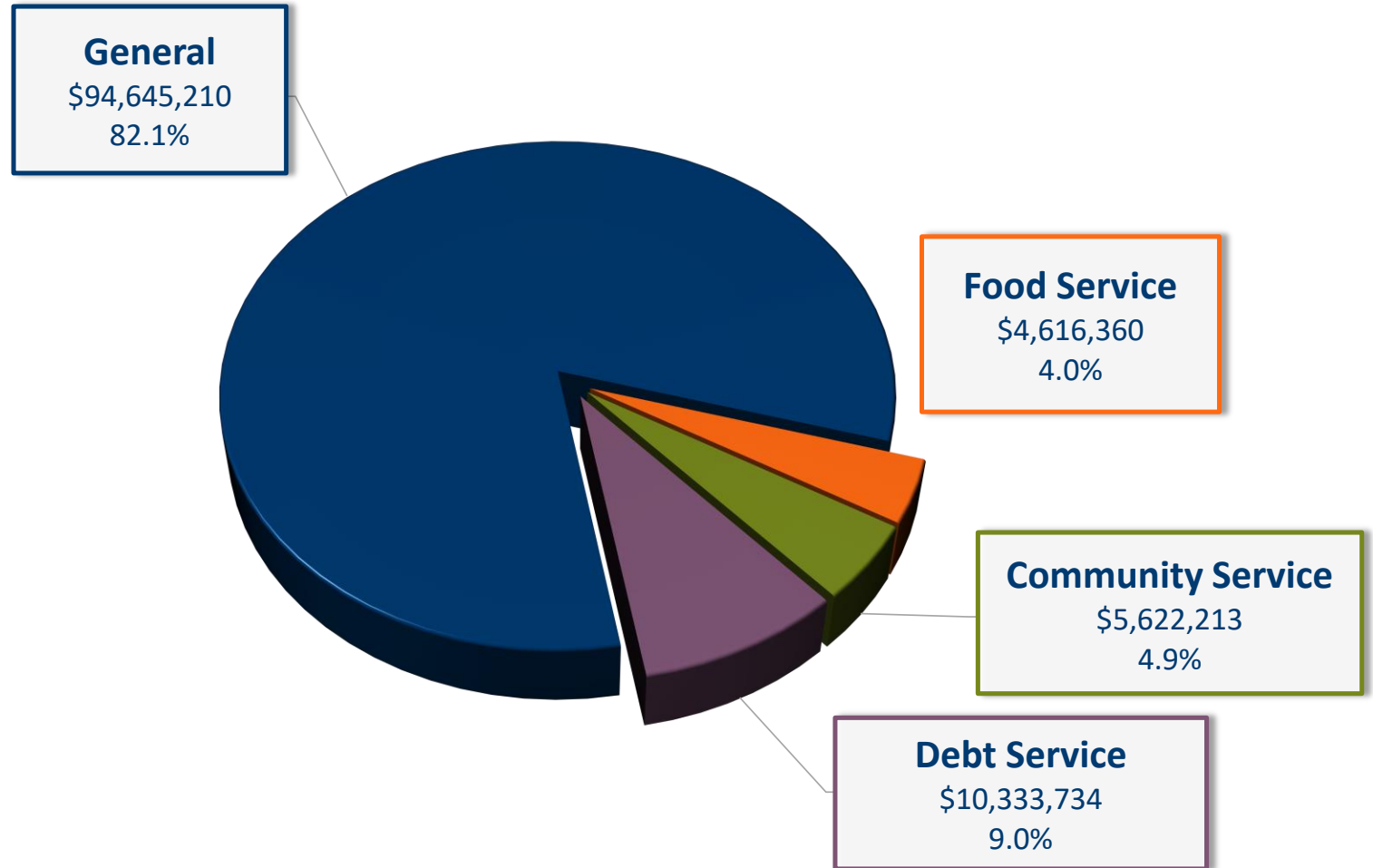
Budget for FY 2025

FUND	2024-25 BUDGET	
	REVENUES & TRANSERS IN	EXPENDITURES & TRANSFERS OUT
General/Other	94,645,210	92,706,789
Food Service	4,616,360	4,430,700
Community Service	5,622,213	5,177,080
Building Construction	16,525,000	10,000,000
Debt Service	10,333,734	10,207,623
Total All Funds	131,742,517	122,522,192

*Other Post Employment Benefits

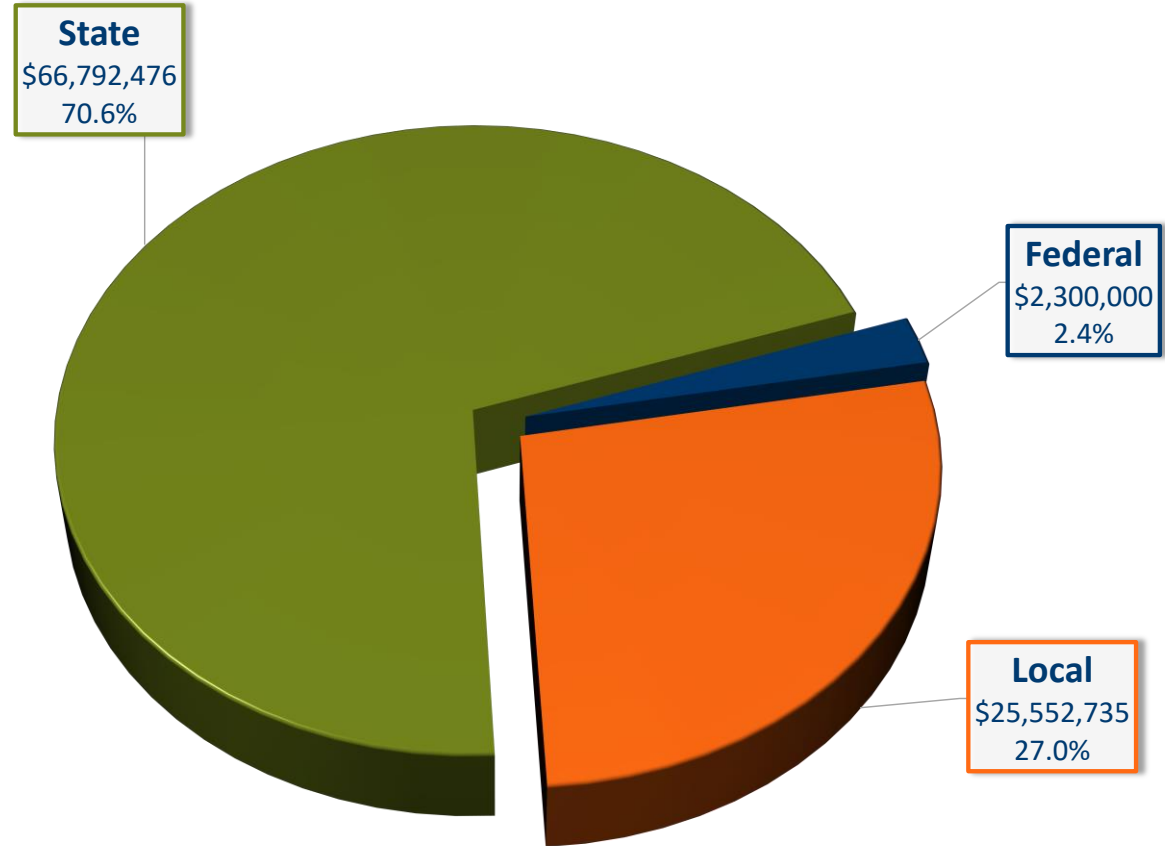
Revenue - All Funds -

2024-25 Budget
\$115,217,517



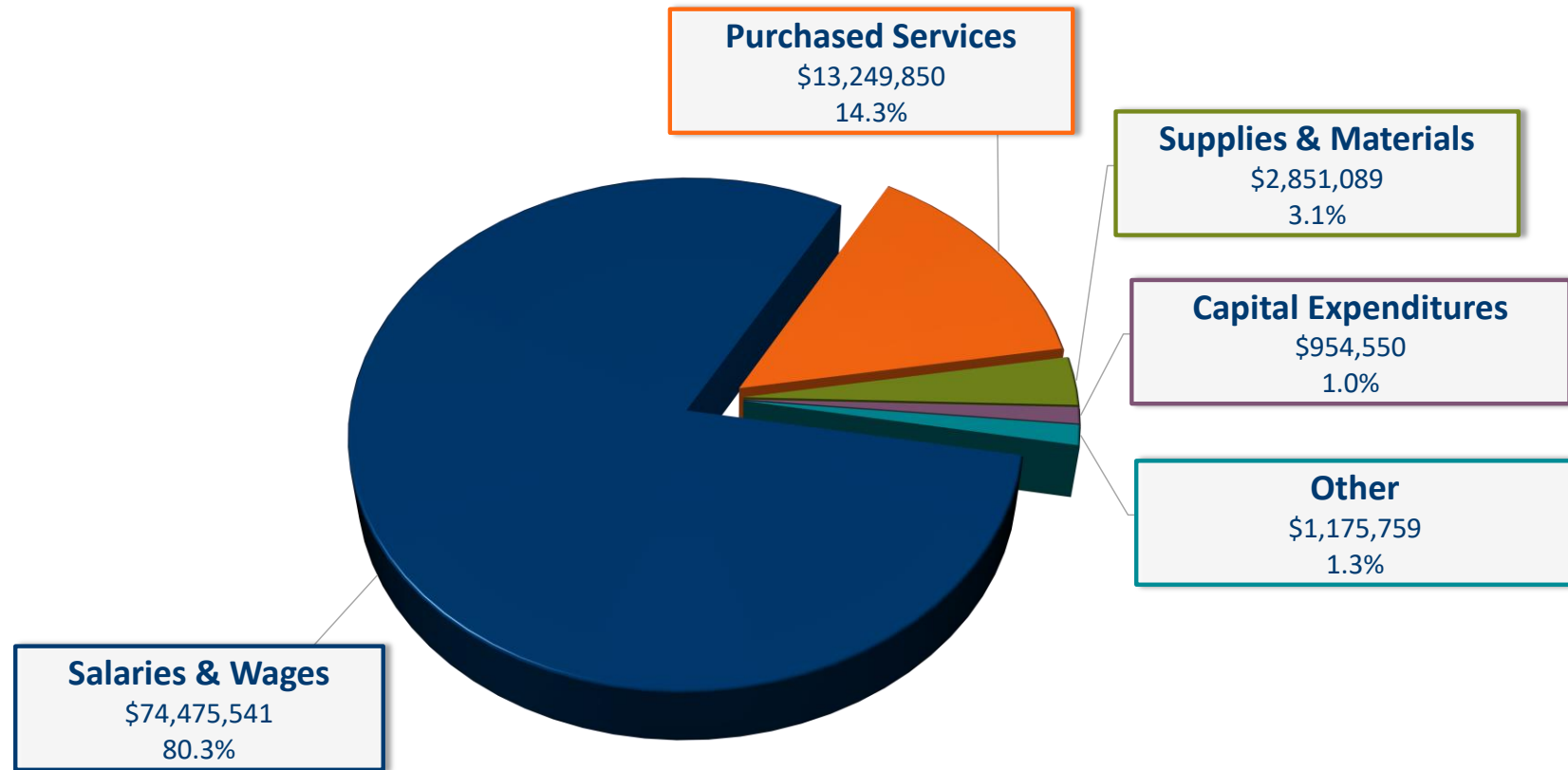
General Fund Revenue

2024-25 Budget
\$94,645,210



General Fund Expenditures - by Object -

2024-25 Budget
\$92,706,789



Change in Tax Levy does not Determine Change in Budget



Tax levy is based on many state-determined formulas plus voter approved referendums



Some increases in tax levies are revenue neutral, offset by reductions in state aid

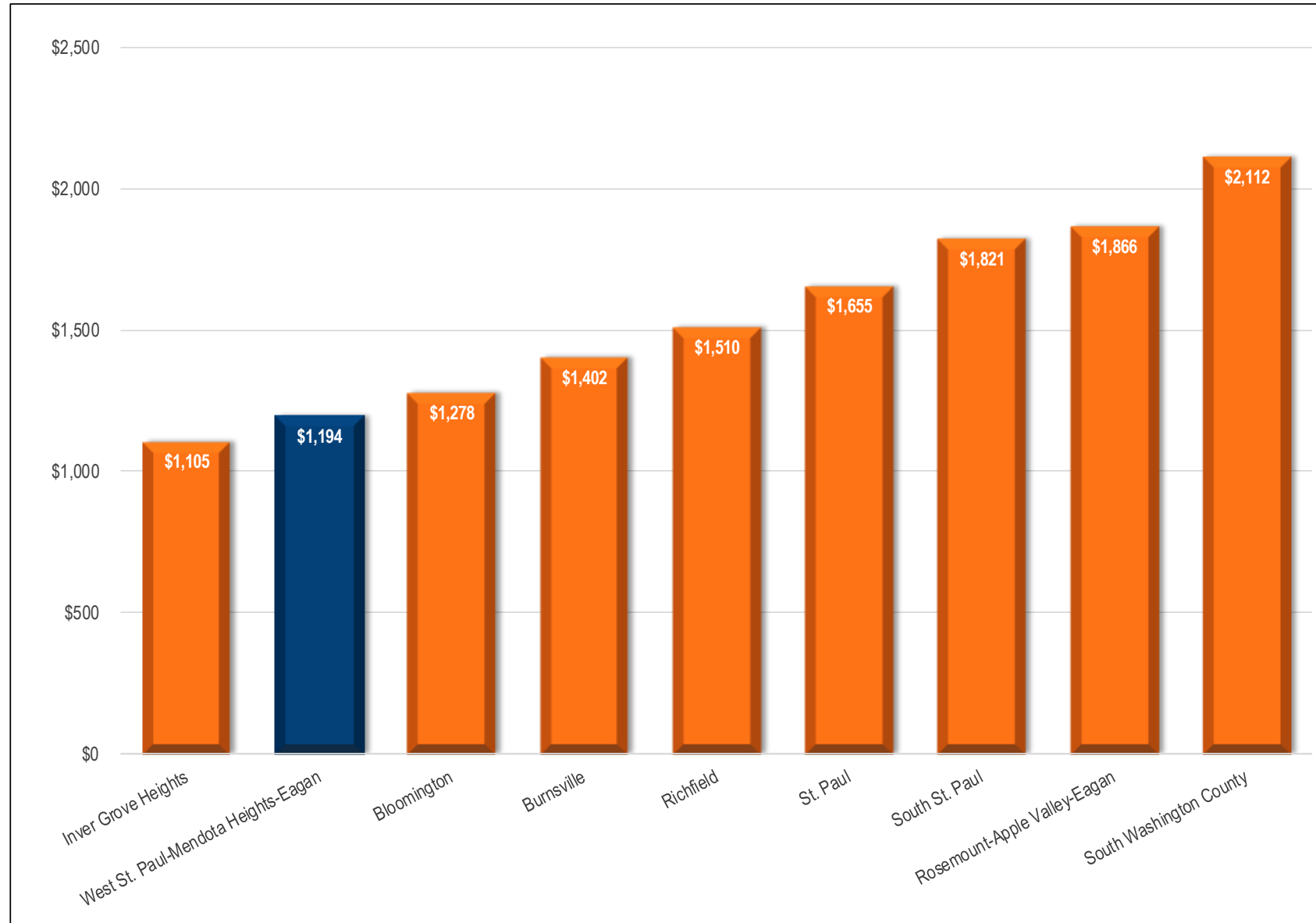


Expenditure budget is limited by state-set revenue formulas, voter-approved levies & fund balance



An increase in school taxes does not always correlate to an equal increase in budget

Total School Property Taxes, Payable 2024, on a Home with an Estimated Market Value of \$350,000



Source: Pay 24 School Tax Report.

Difference in Levy Cycles



School District:

- Budget year begins July 1st
- 2025 taxes provide revenue for 2025-26 fiscal year
- Budget adopted in June 2025



City/County:

- Budget year begins January 1st
- 2025 taxes provide revenue for 2025 calendar year budget

Sample of parcel specific notice mailed to every property owner between November 10th – 25th

Property Tax Background:

- Every owner of taxable property pays property taxes to various “taxing jurisdictions” (county, city/township, school district, special districts) in which property is located
- Each taxing jurisdiction sets own tax levy, often based on limits in state law
- County sends bills, collects taxes from property owners & distributes funds back to other taxing jurisdictions



Spruce County
Jane Smith, Auditor-Treasurer
345 12th Street East, Box 78
Spruceville, MN 55555-5555
(555) 345-6789
www.co.spruce.mn.us

TAXPAYER(S):

John and Mary Johnson
123 Pine Rd S
Spruceville, MN 55555-5555

Property Information

PIN Number: 01.234.56.789.R1 **Property Address:** 789 Pine Rd S
Spruceville, MN 55555

Property Description:
Lot 1, Block 1, Spruce Acres Subdivision

PROPOSED TAXES 2025

THIS IS NOT A BILL. DO NOT PAY.

Step	VALUES AND CLASSIFICATION		
	Taxes Payable Year	2024	2025
1	Estimated Market Value	\$125,000	\$150,000
	Homestead Exclusion	\$	\$33,0500
	Taxable Market Value	\$125,000	\$116,950
	Class	Res NHmstd	Res Hmstd

Step	PROPOSED TAX	
2	Property taxes before credits	\$1,562.46
	School building bond credit	\$ 12.00
	Agricultural market value credit	
	Other credits	
	Property taxes after credits	\$1,550.46

Step	PROPERTY TAX STATEMENT
3	Coming in 2025

The time to provide feedback on
PROPOSED LEVIES is NOW
It is too late to appeal your value without going to Tax Court.

Proposed Property Taxes and Meetings by Jurisdiction for Your Property

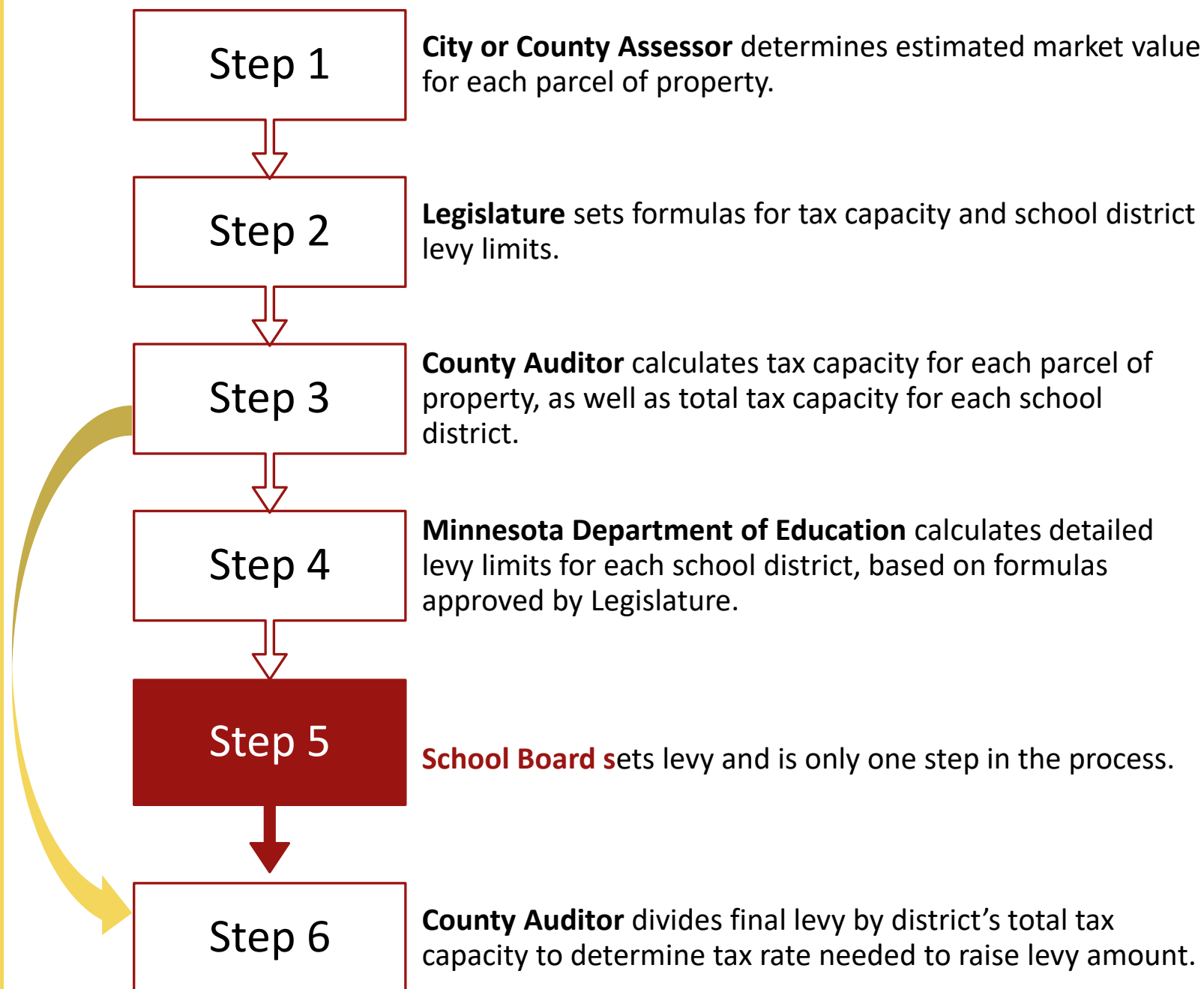
Contact Information	Meeting Information	Actual 2024	Proposed 2025
State General Property Tax	No public meeting	\$0	\$0
County of Spruce Spruce County Courthouse 123 Spruce St Spruceville, MN 55555 www.co.spruce.mn.us (555) 123-4567	December 5, 7:00 PM	\$438.06	\$484.18
City of Spruceville Mayor's Office 456 Spruce St Spruceville, MN 55555 www.ci.spruceville.mn.us (555) 123-7654	December 2, 6:30 PM Spruceville City Hall	\$273.79	\$312.06
Spruceville School District 999 150 1st St N Spruceville, MN 55555 www.spruceville.k12.mn.us (555) 123-6789 Voter Approved Levies Other Levies	December 9, 7:00 PM Spruceville High School Cafeteria	\$289.35 \$340.11	\$296.68 \$374.60
Your school district was scheduled to hold a referendum at the November general election. If the referendum was approved by the voters, the school district's voter approved property tax for 2025 may be higher than the proposed amount shown on this notice.			
Metro Special Taxing Districts		\$57.76	\$58.70
Spruceville Metropolitan Council www.spruce.metrocouncil.org (555) 555-5555 Spruceville, MN 55055	December 11, 7:30 PM Spruce Park Centre 500 Pine St.		
Other Special Taxing Districts Tax Increment Tax	No public meeting No public meeting	\$12.80 \$10.15	\$13.02 \$11.22
Total excluding any special assessments		\$1,422.02	\$1,550.46 9.0%

School District Property Taxes

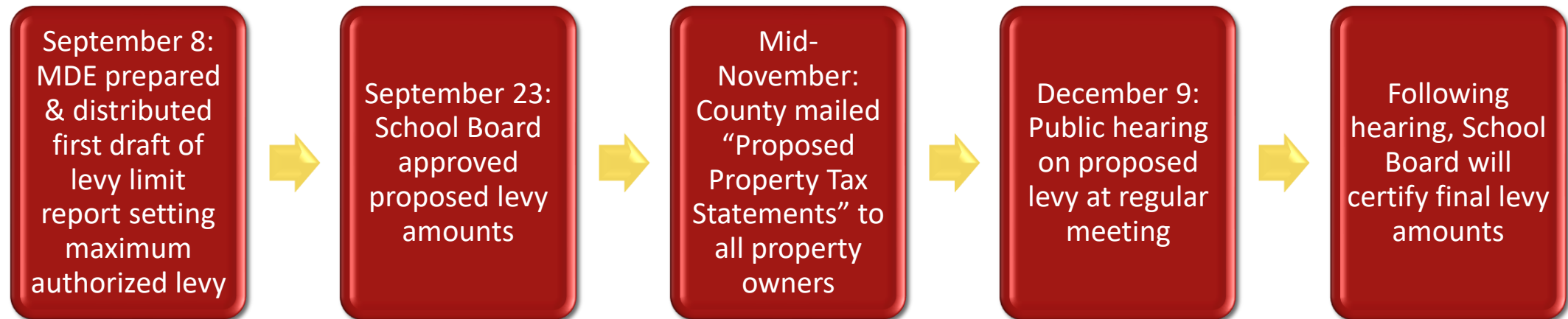
- Each school district has limited authority to levy taxes
- MDE calculates levy amounts for various categories, set by:
 - State law
 - Voter approval

School District Property Tax Process

Note: For certain levy categories, tax rates & levy amounts are based on referendum market value, rather than tax capacity.



Approval of District's Tax Levy in 2024 (Payable 2025)





Overview of District's Proposed Tax Levy

- Proposed Payable 2025 tax levy is an increase from 2024 of \$3,960,537 or 11.0%
- Changes by levy category and reasons for major increases & decreases in levy are included on following slides

Comparison of Actual Tax Levy Payable in 2024 to Proposed Levy Payable in 2025

Fund Levy Category	Actual Levy Payable in 2024	Proposed Levy Payable in 2025	\$ Change	% Change
General				
Voter Approved Operating Referendum	\$11,921,961	\$12,999,599	\$1,077,638	
Local Optional Revenue (LOR)	4,001,220	4,151,827	150,606	
Equity	276,400	395,642	119,242	
Voter Approved Capital Project Levy	2,200,410	2,411,890	211,480	
Operating Capital	1,129,749	1,256,715	126,965	
Alternate Teacher Compensation	466,644	479,695	13,050	
Achievement and Integration	323,936	328,719	4,783	
Long Term Facilities Maintenance (LTFM)	1,245,744	1,320,861	75,117	
Lease Levy	1,082,307	1,198,056	115,749	
Other	1,201,147	1,212,145	10,999	
Prior Year Adjustments	513,216	1,034,775	521,559	
Total, General Fund	\$24,362,735	\$26,789,924	\$2,427,189	10.0%
Community Service				
Basic Community Education	\$371,956	\$371,956	\$0	
Early Childhood Family Education	224,406	248,718	24,312	
School-Age Child Care	500,000	560,000	60,000	
Other	15,738	15,669	(69)	
Prior Year Adjustments	52,332	(25,516)	(77,848)	
Total, Community Service Fund	\$1,164,432	\$1,170,827	\$6,395	0.5%
Debt Service				
Voter Approved	\$9,799,412	\$10,009,727	\$210,315	
Long Term Facility Maintenance (LTFM)	912,293	2,058,772	1,146,479	
Reduction for Debt Excess	(426,881)	(251,404)	175,477	
Prior Year Adjustments	38,910	33,592	(5,318)	
Total, Debt Service Fund	\$10,323,734	\$11,850,687	\$1,526,953	14.8%
Total Levy, All Funds	\$35,850,901	\$39,811,438	\$3,960,537	11.0%
Subtotal by Truth in Taxation Categories:				
Voter Approved	24,111,064	25,781,116	1,670,052	
Other	11,739,837	14,030,322	2,290,485	
Total	\$35,850,901	\$39,811,438	\$3,960,537	11.0%

Explanation of Levy Changes

Category:

General Fund - Voter Approved Operating Referendum

Change:

+\$1,077,638

Use of Funds:

General Operating Expenses

Reason for Change:

Voter approved operating referendum authority is calculated on estimated enrollment and includes an annual inflationary increase

Explanation of Levy Changes

Category:

General Fund – Prior Year Adjustments

Change:

+\$521,559

Use of Funds:

Various

Reason for Change:

Initial levies are based on estimates. In later years, amounts are updated and levies are retroactively adjusted.

Explanation of Levy Changes

Category:

Debt Service – Long Term Facility Maintenance (LTFM)

Change:

+\$1,146,479

Use of Funds:

Debt service payments

Reason for Change:

The district issued Facilities Maintenance Bonds in August 2024 to fund indoor air quality (IAQ) projects

Factors Impacting Individual Taxpayers' School Taxes

Many factors can cause a tax bill for an individual property to increase or decrease from year to year

- Changes in value of individual property
- Changes in total value of all property within District
- Increases or decreases in levy amounts caused by changes in state funding formulas, local needs & costs, voter-approved referendums & other factors

What's happening with each slice?

Higher Market Value Increase = Bigger Slice



Lower Market Value Increase = Smaller Slice



Each Property Owner pays a portion of the pie

Impact of Property Valuations

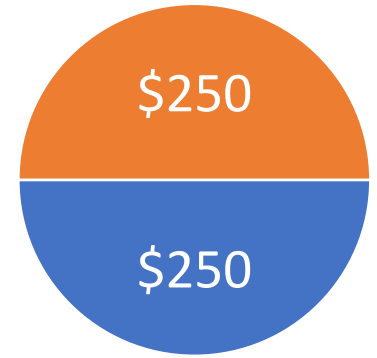
Two properties in the district

- Both houses are valued at \$100,000

Total levy of \$500

- Each property will pay \$250 of levy

\$100,000



\$100,000



Impact of Property Valuations

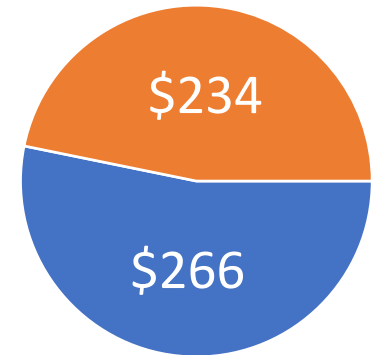
Two properties in the district

- Orange house value increases by 10%
- Blue house value increases by 25%

Total levy of \$500

- School District will still generate the same amount of levy even though values increased
- Orange house pays less
- Blue house pays more

\$110,000



\$125,000





Minnesota Legislative Changes for Pay 2025

In 2023, The Minnesota State Legislature passed laws that affect property taxes for taxes payable in 2025.

Recap of major change:

- Provided a tax benefit to homeowners by increasing the homestead exclusion for valuations between \$76,000 and \$517,000

Four Year School Levy Comparison

- Examples include school district taxes only & are shown based on no change and a 17.2% increase in property value for residential homes over the past four years
 - Actual changes in value may be more or less than this for any parcel of property
 - Intended to provide a fair representation of what happened to school district property taxes over this period for typical properties
- Examples are for property in City of West St. Paul
- Amounts for 2025 are preliminary estimates; final amounts could change slightly
- Estimates prepared by Ehlers (District's municipal financial advisors)

Estimated Changes in School Property Taxes, 2022 to 2025

Based on No Changes in Property Values

Type of Property	Estimated Market Value	Actual Taxes Payable in 2022	Actual Taxes Payable in 2023	Actual Taxes Payable in 2024	Estimated Taxes Payable in 2025	Change in Taxes 2022 to 2025	Change in Taxes 2024 to 2025
Residential Homestead	\$200,000	\$651	\$552	\$655	\$692	\$41	\$37
	250,000	832	705	834	887	55	53
	300,000	1,014	859	1,014	1,082	68	68
	350,000	1,195	1,013	1,194	1,278	83	84
	400,000	1,377	1,167	1,374	1,473	96	99
	450,000	1,552	1,315	1,548	1,668	116	120
	500,000	1,725	1,461	1,720	1,864	139	144
	600,000	2,120	1,796	2,108	2,288	168	180
	700,000	2,516	2,131	2,495	2,710	194	215
	750,000	2,714	2,298	2,689	2,921	207	232
Commercial/ Industrial #	\$500,000	\$1,880	\$1,607	\$1,916	\$2,050	\$170	\$134
	750,000	2,868	2,451	2,917	3,122	254	205
	1,000,000	3,856	3,295	3,918	4,193	337	275
	1,500,000	5,832	4,984	5,920	6,336	504	416
	1,750,000	6,819	5,828	6,921	7,408	589	487
Apartments and Res. Non-Homestead (2 or more units)	\$500,000	\$1,979	\$1,674	\$1,938	\$2,108	\$129	\$170
	750,000	2,969	2,511	2,906	3,162	193	256
	1,500,000	5,938	5,023	5,813	6,323	385	510

For commercial-industrial property, amounts above are for property in West St. Paul. Taxes for commercial-industrial property in other municipalities may be slightly different, due to the impact of the Fiscal Disparities Program.

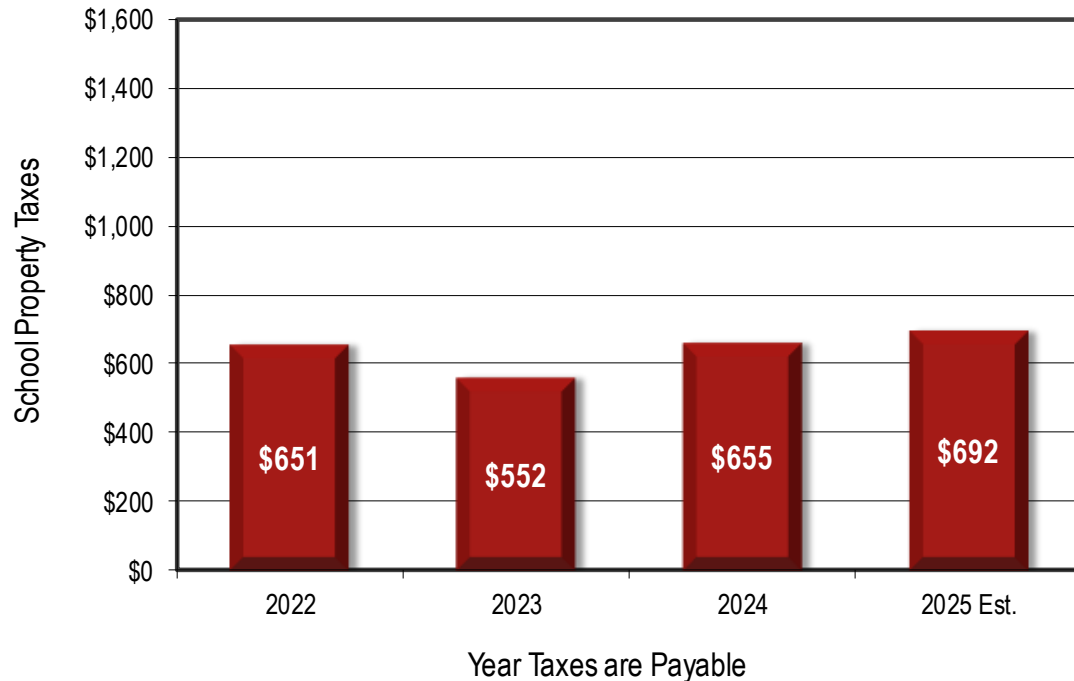
General Notes

1. Amounts are based on school district taxes only, and do not include taxes for city or township, county, state, or other taxing jurisdictions.
2. Estimates of taxes payable in 2025 are preliminary, based on the best data available.
3. For all examples of properties, taxes are calculated based on no changes in estimated market value from 2022 to 2025.

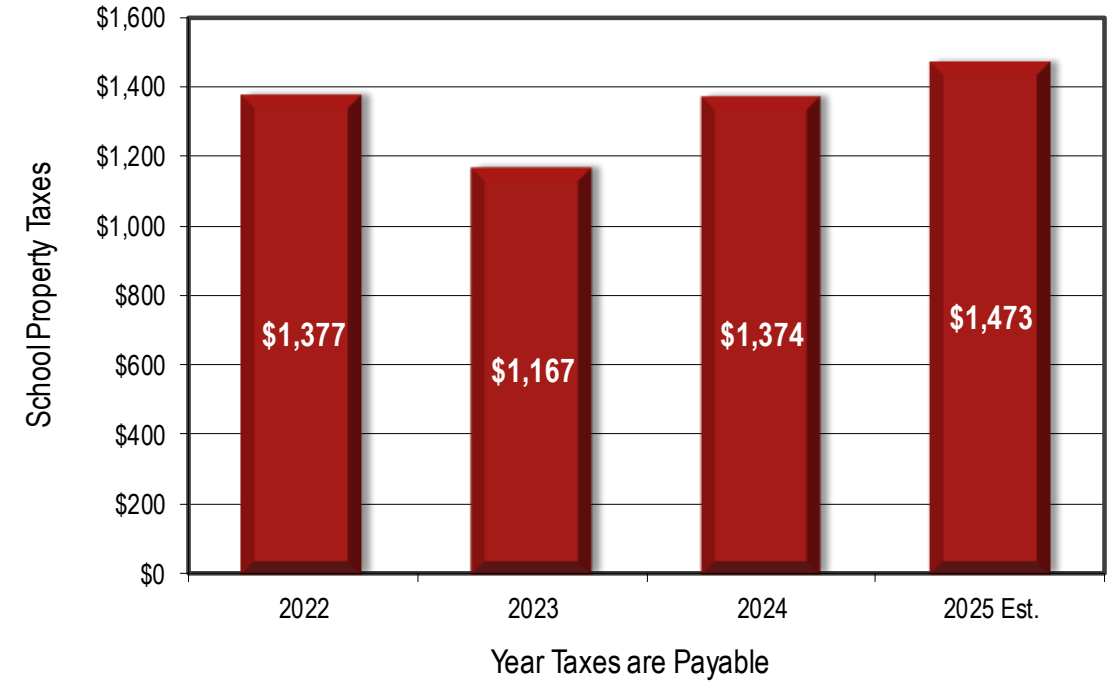
Estimated Changes in School Property Taxes, 2022-25

Based on No Changes in Property Value

Example 1: \$200,000 Residential Homestead Property



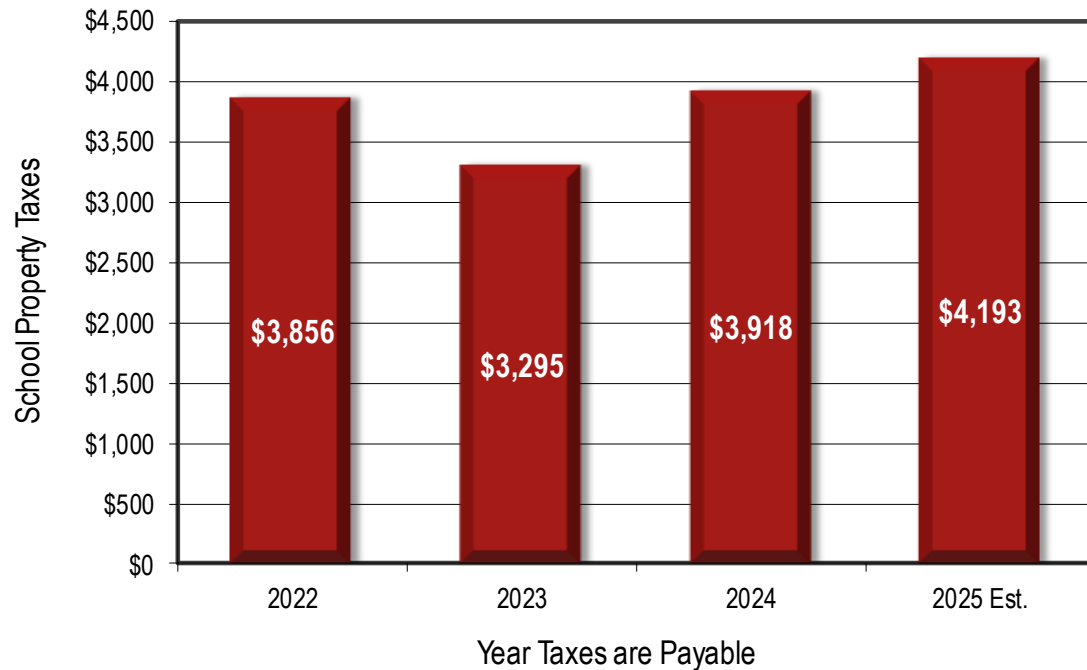
Example 2: \$400,000 Residential Homestead Property



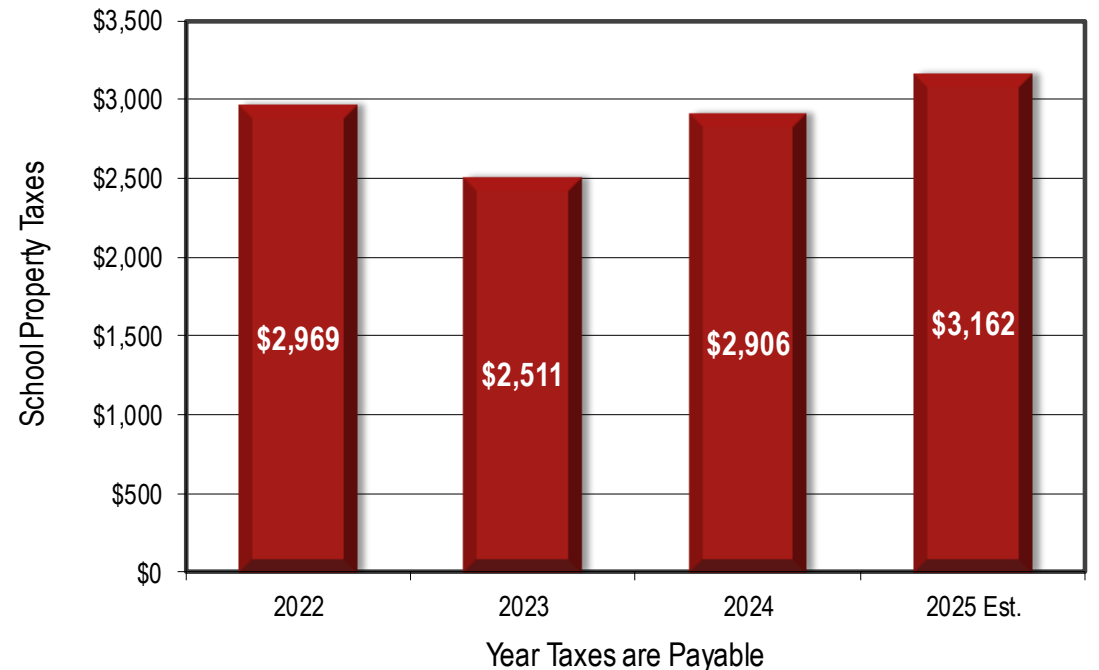
Estimated Changes in School Property Taxes, 2022-25

Based on No Changes in Property Value

Example 3: \$1,000,000 Commercial - Industrial Property



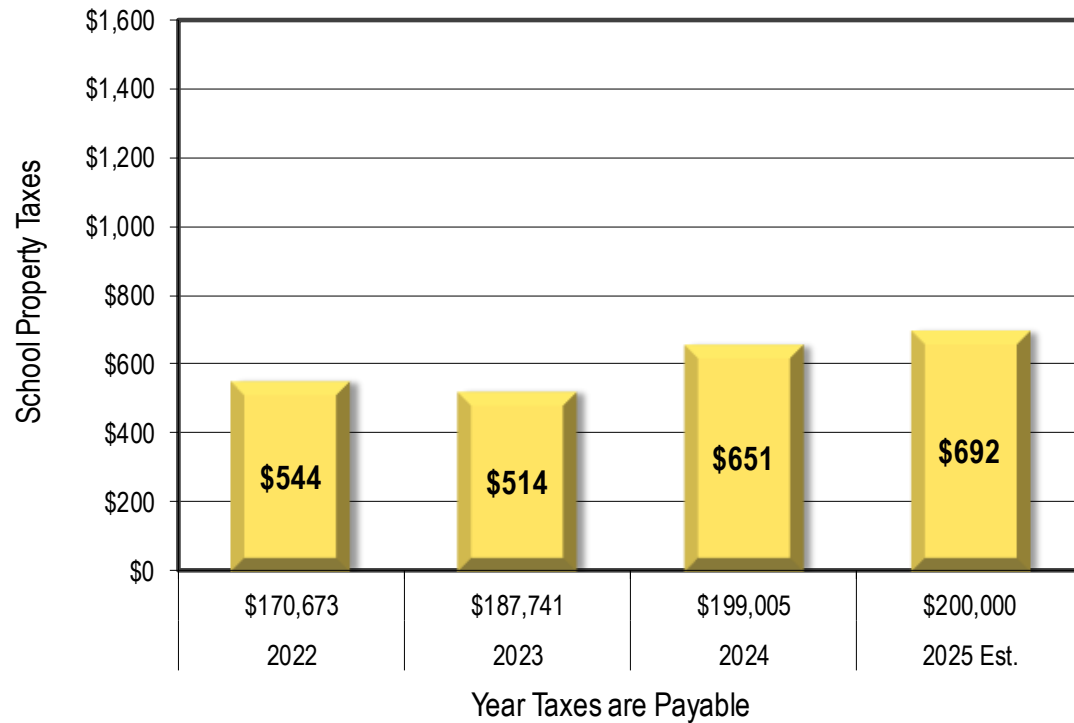
Example 4: \$750,000 Apartment - Non Residential Homestead Property



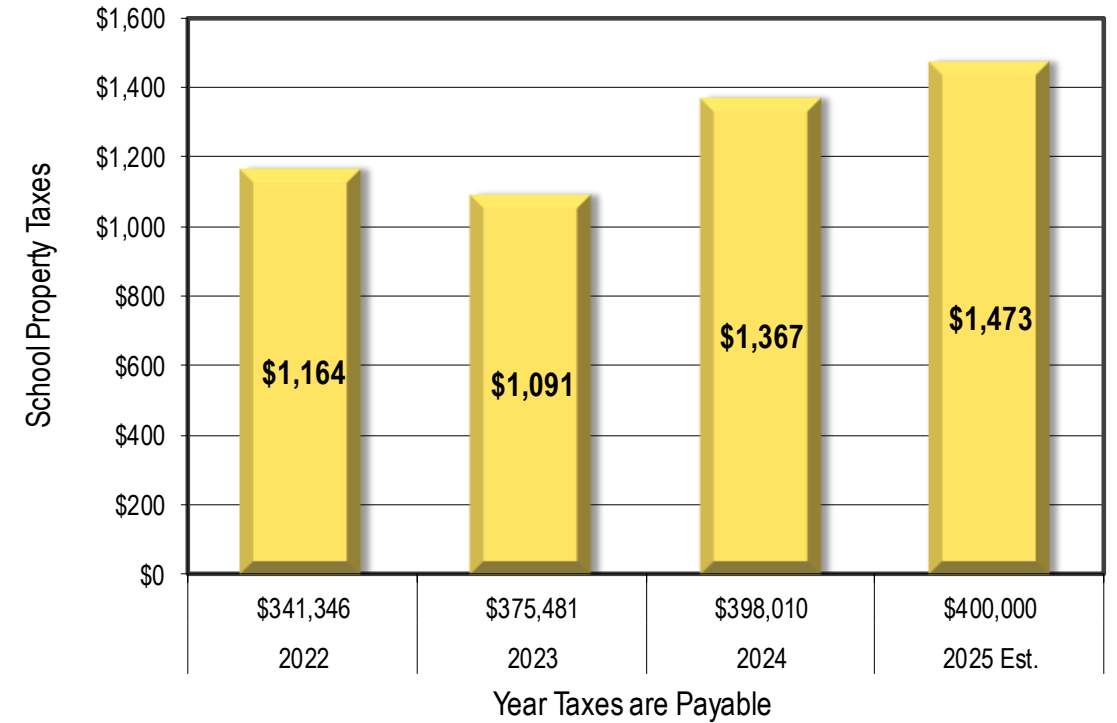
Estimated Changes in School Property Taxes, 2022-25

Based on 17.2% Cumulative Changes in Property Value

Example 1: \$200,000* Residential Homestead Property



Example 2: \$400,000* Residential Homestead Property



* Estimated market value for taxes payable in 2025. Taxes are calculated based on changes in market value of 10.0% from 2022 to 2023, 6.0% from 2023 to 2024 and 0.5% from 2024 to 2025.

State Property Tax Refunds & Deferral

Homestead Credit Refund

- Available for all homestead property, both residential and agricultural (house, garage and one acre (HGA) only)
- Refund is sliding scale, based on total property taxes and income (maximum refund is \$3,310 for homeowners and \$2,640 for renters)

Special Property Tax Refund

- Available for all homestead property, both residential & agricultural (HGA only) with a gross tax increase of at least 12% and \$100 over prior year
- Refund is 60% of tax increase that exceeds greater of 12% or \$100 (max \$1,000)

Senior Citizen Property Tax Deferral

- Allows people 65 years of age or older with household income of \$96,000 or less to defer a portion of property taxes on their home
- Deferred property taxes plus accrued interest must be paid when home is sold or homeowner(s) dies

Next Steps



Board accepts public
comments on
proposed levy

Board certifies 2025
property tax levy

SCHOOL DISTRICT 197

West St. Paul + Mendota Heights + Eagan Area

PUBLIC COMMENTS

TO: School Board

FROM: Jason Stegeman

DATE: December 9, 2024

SUBJECT: ADOPT 2024 PAYABLE 2025 PROPERTY TAX LEVY

BACKGROUND:

On or before December 28, 2024, each school district must adopt its final 2024 payable 2025 property tax levy and certify it to the county auditor. The final property tax levy may be less than, but may not exceed, the proposed property tax levy, except for allowable “Add-on” levies approved by voters after the proposed levy was certified.

A Truth In Taxation hearing is being held on December 9, 2024.

A summary of the final Levy for taxes payable 2025 is included on page 21 of the TNT presentation.

The administration recommends adopting the 2024 payable 2025 property tax levy for \$39,811,438. Overall, the 2025 levy is increasing due to the voter approved operating referendum increase, increased enrollment (which drives many of the levy calculations), as well as prior adjustments for increases in actual enrollment at the time of the previous levy adoption.

RECOMMENDED RESOLUTION:

BE IT RESOLVED by the School Board of Independent School District No. 197 that the final 2024 payable 2025 property tax levy is adopted in the amount of \$39,811,438 and, further, that the School Board Clerk is authorized to sign the document used to certify the levy to the county auditor.

SCHOOL BOARD REPORT: MORELAND

**Presented by: Principal Rob Sahli and Students
December 9, 2024 School Board Meeting**



A group of children's hands are shown holding various painted Easter eggs. The eggs feature different designs: a red egg with colorful speckles, a blue and green egg with a landscape scene, a red egg with a ladybug design, a white egg with colorful polka dots, and a white egg with the text 'be Kind'. The children are wearing colorful clothing and a beaded bracelet. The background is blurred, showing more children and a yellow table.

WHO WE ARE



MORELAND MONARCHS



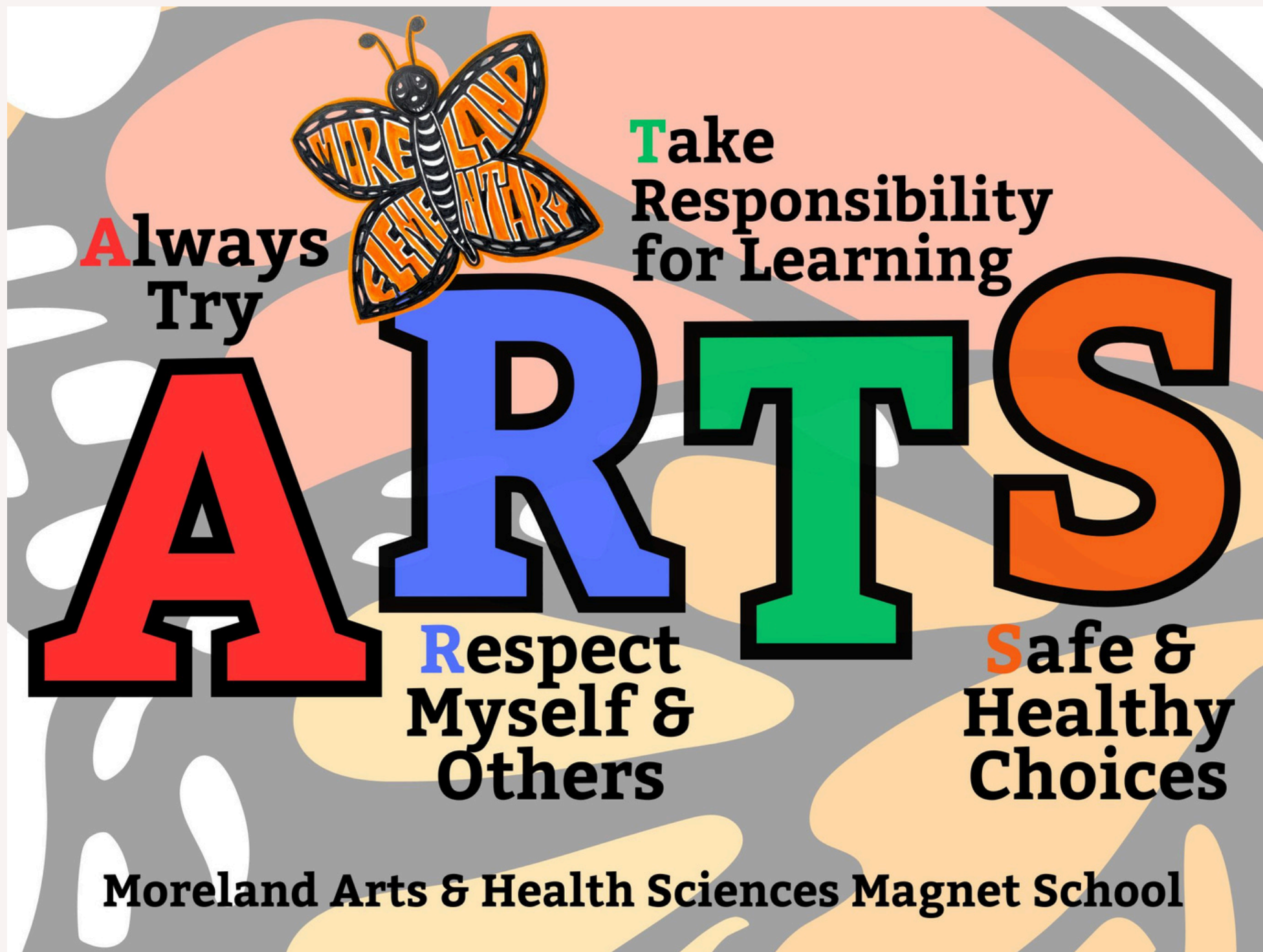
OUR MISSION

Moreland is a vibrant community committed to cultivating creativity, healthy living, and achievement through active learning.

This year, our school theme is
Your Future Is Bright!



OUR STUDENTS



OUR WORK

- Arts in all we do!
- Arts residencies
 - KG
 - 1st
 - 2nd
 - 3rd
 - 4th
- Making healthy choices and finding ways to move every day!
- Moreland ARTS

POINT OF PRIDE:



COMPLETING OUR
MURAL PROJECT



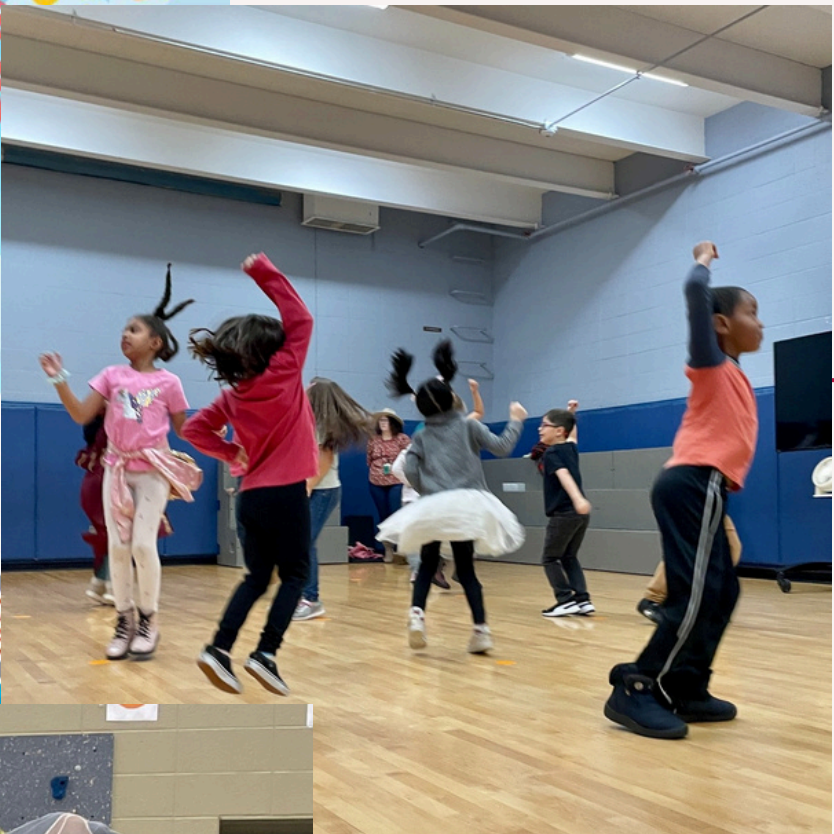
POINT OF PRIDE: SPARKS

- On SPARKS days, our students are given the opportunity to select a class of interest where they are able to learn and explore new ideas and topics!
- This year students were able to take classes like Hedgehog Art, Crocheting, Physics, Escape Room, Human Football, and loads more!
- We will host SPARKS three times this year.



POINT OF PRIDE

Community Partnerships in the Arts



POINT OF PRIDE



POINT OF PRIDE



4th Grade Capstone Musical

March 2025
Finding Nemo
Kids!

POINT OF PRIDE:



Student Showcase Event

You are invited: April 24, 2025



LOOKING AHEAD: OUR AREAS OF FOCUS IN 24-25

- Implementation of the READ Act
- Math instruction and our CTs
- Increasing family engagement
- Creating space for new partnerships to be made





THANK YOU



Strategic Framework *Social-Emotional Learning Implementation Target Update*

**December 9, 2024
School Board Meeting**

Presented By:

Sara Lein, Director of Special Services

Dr. Jessica Cabak, Two Rivers High School Associate Principal

Focus Areas

FOCUS AREAS

1

Establish a district-wide
system of
social-emotional
learning and support

2

Build equitable
systems and support
throughout the district

3

Increase E-12
opportunities for
career exploration
and preparation

Focus Area: Social Emotional Learning

1

Establish a district-wide
system of
social-emotional
learning and support

Social Emotional Learning happens...

ALL THE TIME...



as we heard in the stories shared at last month's board meeting.

What can I help with?

What SEL skills do school board members use to participate and engage in school board meetings?



School board members use a variety of social and emotional learning (SEL) skills to effectively engage in meetings and make thoughtful decisions. Key SEL skills include:

1. **Self-Awareness:** Recognizing and managing emotions, understanding personal strengths and biases.
2. **Self-Management:** Managing stress, setting goals, and staying focused during meetings.
3. **Social Awareness:** Showing empathy, understanding community dynamics, and recognizing diverse perspectives.
4. **Relationship Skills:** Collaborating with others, resolving conflicts, and building trust.
5. **Responsible Decision-Making:** Evaluating data, considering ethical implications, and making decisions for the benefit of all students.
6. **Communication Skills:** Listening actively, speaking clearly, and being mindful of non-verbal cues.
7. **Cultural Competence:** Promoting inclusivity, respecting diversity, and addressing the needs of all students.

These skills help board members foster collaboration, make informed decisions, and create a positive school environment.



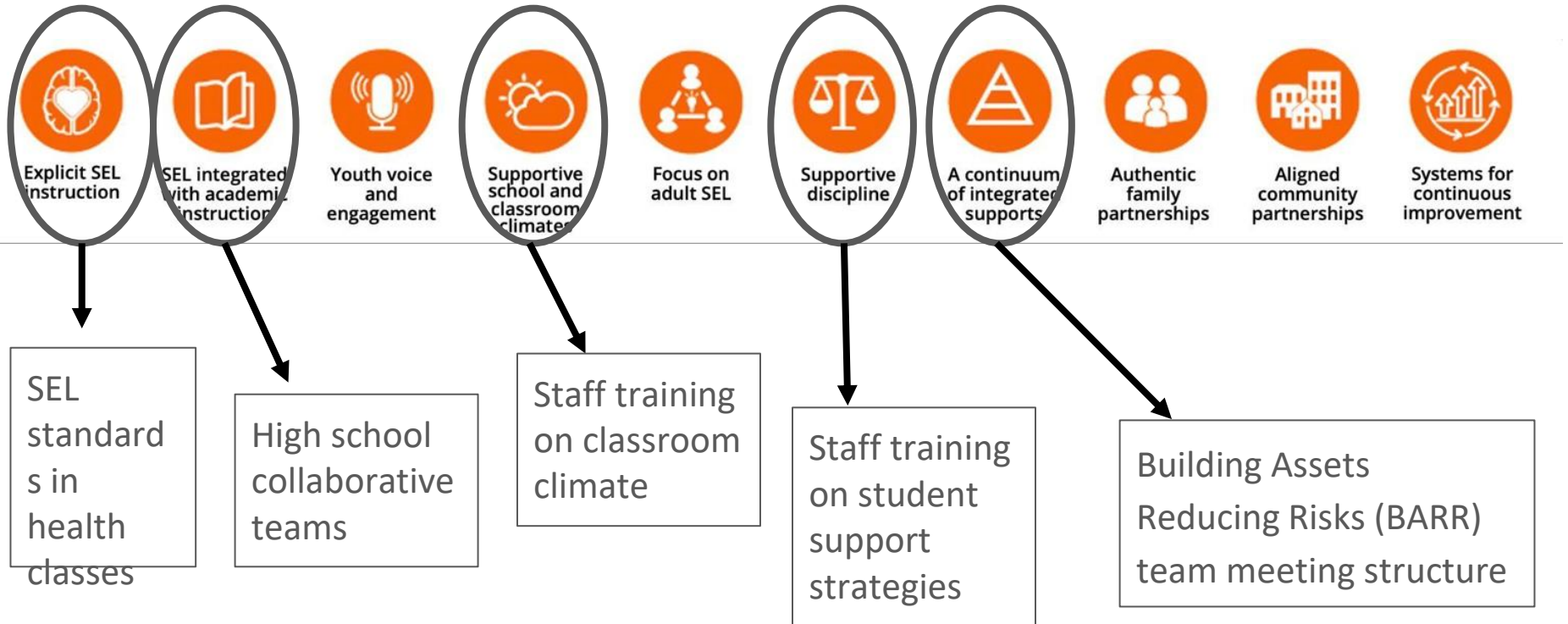


INDICATORS OF SCHOOLWIDE SEL



A district wide system of social and emotional learning integrates academic, social, and emotional learning across all school contexts. This approach provides a learning environment that infuses SEL into all aspects of instruction and promotes equitable outcomes for all students.

SEL UPDATE FOCUS AREAS:





Social-Emotional Learning Actions in 2024-2025

Explicit SEL Instruction

Providing students with consistent opportunities to cultivate, practice, and reflect on social and emotional competencies in ways that are developmentally appropriate and culturally responsive.

Objectives:

- Enhance elementary SEL content with the CharacterStrong curriculum delivered by counselors.
- Develop and implement social-emotional learning lessons in health classes at grades 5, 6, 7, 8, and 10.
- Refine SEL instructional content shared with students in the grade 9 Warrior Seminar classes.
- Develop a social, emotional, and behavioral IEP goal bank in alignment with SEL learning targets.

Integrated SEL with Academic Instruction

Integrating SEL objectives into instructional content and teaching strategies for academics as well as music, art, and physical education.

Objectives:

- Fully implement AMAZEworks curriculum in the early learning and elementary sites.
- Explore opportunities for integrating social-emotional learning in the middle school flex options.
- Identify ways high school teachers can regularly integrate SEL learning targets into their classrooms.

Youth Voice and Engagement

Honoring and elevating a broad range of student perspectives and experiences by engaging students as leaders, problem solvers, and decision-makers

Objective:

- Seek input from youth voices by gathering ideas and feedback on SEL implementation and survey data from the middle school and high school student leadership teams.

Supportive School and Classroom Climates

Creating schoolwide and classroom learning environments that are supportive, culturally responsive, and focused on building relationships and community.

Objectives:

- Provide resources for school leaders on classroom look-fors and other social-emotional learning topics.
- Deliver sessions on "Classroom Climate" during Training Academies for new and middle school staff.

Focus on Adult SEL

Providing staff with regular opportunities to cultivate their own social, emotional, and cultural competence, collaborate with one another, build trusting relationships, and maintain a strong community.

Objective:

- Provide training academy for school staff, "Emotional Intelligence in Action," to empower participants to navigate the complexities of their roles with greater confidence, resilience, and well-being.

Supportive Discipline

Creating discipline policies and practices that are instructive, restorative, developmentally appropriate, and equitably applied.

Objectives:

- Provide sessions on "Student Support Strategies" to establish a foundation of strategic support for emotional regulation and connection in the classroom during Training Academies for new and middle school staff.
- Explore and enhance the use of restorative practices across the district to build community and develop students' social-emotional competencies.

Continuum of Integrated Supports

Ensuring that SEL is seamlessly integrated into a continuum of academic and behavioral supports, which are available to ensure that all student needs are met.

Objectives:

- Continue piloting a multi-tiered system of support (MTSS) team process at Somerset and plan for expansion to other sites.
- Develop and implement explicit instruction for small groups needing additional social, emotional, and behavioral support from elementary counselors.
- Continue and refine the Building Assets Reducing Risks (BARR) team meeting structure to identify support for 9th-grade students.

Authentic Family Partnerships

Providing families and school staff with regular and meaningful opportunities to build relationships and collaborate to support students' social, emotional, and academic development.

Objective:

- Provide resources for families to support students' social and emotional development.

Aligned Community Partnerships

Ensuring that school staff and community partners are aligned on common language, strategies, and communication around all SEL-related efforts and initiatives, including out-of-school time.

Objective:

- Provide training on social-emotional learning in a school setting with 360 Communities family support workers and Ellie Mental Health and Associated Clinic of Psychology mental health therapists.

Systems for Continuous Improvement

Ensuring implementation and outcome data are collected and used to continuously improve all SEL-related systems, practices, and policies with a focus on equity.

Objectives:

- Review and prioritize SEL-related systems, practices, and policies with a focus on equity at monthly multi-department (Curriculum-Instruction-Assessment, Equity, and Special Services) meetings.
- Identify annual measures for SEL progress.



Explicit SEL instruction

Providing students with consistent opportunities to cultivate, practice, and reflect on social and emotional competencies in ways that are developmentally appropriate and culturally responsive.

Develop and implement social-emotional learning lessons in health classes at grades 5, 6, 7, 8, and 10.

Self Awareness	Where it is taught	Quarter 1	Quarter 2
I can identify how my thoughts, emotions, and behaviors are connected.		<input checked="" type="radio"/> Yes - Fully	<input type="radio"/>
I can use resources from my family, school, and community to reach a goal.		<input checked="" type="radio"/> No	<input type="radio"/>
I can describe the benefits of being responsible to myself and others.		<input checked="" type="radio"/> Yes - Minimally	<input type="radio"/>
Self Management	Where it is taught	Quarter 1	Quarter 2
I can determine the cause and effects of my emotions, thoughts, impulses, stress and distress.		<input checked="" type="radio"/> Yes - Partially	<input type="radio"/>
I can identify the internal and external resources I need to overcome obstacles in meeting my goal.		<input checked="" type="radio"/> No	<input type="radio"/>
Social Awareness	Where it is taught	Quarter 1	Quarter 2
I can describe and practice respect for others with their point of view in mind.		<input checked="" type="radio"/> No	<input type="radio"/>
I can compare and contrast stereotyping, discrimination, and prejudice. I can recognize examples of stereotyping, discrimination, and prejudice.		<input type="radio"/>	<input checked="" type="radio"/> Yes - Partially
I can work in a team to identify a need in our community and create a plan to support it.		<input checked="" type="radio"/> No	<input type="radio"/>
I can identify situations when I need support and when I don't and how different community members can support my success in school.		<input checked="" type="radio"/> Yes - Partially	<input type="radio"/>
Relationship Skills	Where it is taught	Quarter 1	Quarter 2
I can demonstrate different ways to provide feedback to classmates respectfully and describe how my body language impact interactions.		<input checked="" type="radio"/> Yes - Fully	<input type="radio"/>
I can compare and contrast qualities and behaviors in a positive relationship vs a negative relationship including ideas specific to peer pressure.		<input checked="" type="radio"/> Yes - Fully	<input type="radio"/>
I can argue multiple perspectives in a problem based situation and provide solutions based on those perspectives.		<input checked="" type="radio"/> No	<input type="radio"/>
Responsible Decision Making	Where it is taught	Quarter 1	Quarter 2
I can make decisions that positively affect my surroundings and identify how my decisions affect my goals		<input checked="" type="radio"/> Yes - Partially	<input type="radio"/>

**Grade 5 Health and Wellness class focuses on mastering skills in identifying emotions, applying coping mechanisms, and understanding how their thoughts, emotions, and behaviors connect. Students also have mastered relationship skills like providing respectful feedback and comparing positive vs. negative relationships.



SEL integrated with academic instruction

Integrating SEL objectives into instructional content and teaching strategies for academics as well as music, art, and physical education.

Identify ways high school teachers can regularly integrate SEL learning targets into their classrooms

Welcome/share: What is a goal you are currently working on or a goal that you want to set for yourself?

Learning/discussion: **Self-Management**

Do students have directed time in your classroom to set goals and reflect on their progress?

- If so, please share with your CT
- If not, brainstorm as a CT what this process could look like

Some questions to consider:

- Will students choose a daily goal (like for work time) or a more long-term goal (like for a whole unit)?
- How will students share their goal? (with a table partner, with you, write it down, submit on Google form, etc)
- How will students reflect on their progress?
- How will students celebrate their success and/or determine next steps to achieve their goal next time?

Intentional Closure: What is one takeaway/idea from your discussion or thinking today that you will use after Winter Break? (encouraged to write on a post-it and put somewhere you'll see it when you return from break)



Supportive school and classroom climates

Creating schoolwide and classroom learning environments that are supportive, culturally responsive, and focused on building relationships and community.

Deliver sessions on “Classroom Climate” during Training Academies for new and middle school staff.

CLASSROOM CLIMATE

SOCIAL EMOTIONAL LEARNING
2024-2025



Director of Special Services

WALK & TALK & JOT

CLASSROOM MANAGEMENT

How to Create a Welcoming Classroom Environment

After visiting thousands of classrooms, the authors share a high-level overview of the common elements they've seen in rooms that hum with learning.

By Cheryl Abba, Jim Bridges
March 19, 2024



Around the room, you will see ideas to get you thinking about your classroom.

Walk and Talk to collect Jot down

Continuous feedback: Guide students toward improvement by highlighting what they're doing well, what needs correction, and how individual needs.

How will you provide feedback to students regularly?

*How to Create a Welcoming Classroom Environment

Solid routines and procedures: Every minute of every day, ensure smooth processes; the classroom could almost run itself. Through practice, timing, and repetition, every student knows what to do and when. Devote the first week to surveying students, building relationships, and establishing clear expectations for the entire year or semester.

at routines do you need to put in place this school year?

Welcome Procedures: Greet students at the door, establish a welcoming atmosphere.

Morning Work: Have a consistent activity ready for students as they enter.

Behavior Correction/Consequences: Establish clear, consistent consequences for inappropriate behavior.

Restorative Practices: Incorporate strategies for resolving conflicts and addressing behavioral issues.

Signal for Attention: Use a consistent signal to get students' attention and manage transitions between activities.

Movement Rules: Clearly define how students should move around the classroom, such as lining up, getting materials, use of the bathroom.

Independent Work: Outline expectations for working independently, including focus, time management, and seeking help.

Homework Procedures: Clearly explain how and when homework will be given and collected.

Multiple levels of instruction: Plan for diverse learners to achieve greater student success. Invest time in creating varied levels of questions, differentiated small groups, and differentiated homework assignments and assessment options that meet individual students' needs.

How can you be certain that IEP and 504 modifications are implemented? How might you differentiate in your classroom?

ISSUE BRIEF

School Climate and Social and Emotional Learning

The Integration of Two Approaches

This issue brief, developed by the Pennsylvania Department of Education, addresses the need for research, practice, and policy to create a supportive school climate. It is a brief that is intended to be used by school leaders and educators to guide the knowledge, attitudes, and skills necessary to understand and manage emotions, self-regulate, and establish positive relationships. It also provides information on how to create a supportive school climate.

Key Findings

Supportive relationships, engagement, safety, cultural competence and responsiveness, and academic challenge and high expectations create positive school climates that can help build social and emotional competence.

Figure 1 illustrates the relationship between climate and social and emotional competence. The circle on the left identifies the components of school climate that directly shape SEL. The circle on the right identifies competencies that are shaped by school climate. The overlapping area in the center identifies the elements of positive school climate that directly support SEL. Here we focus on the central area—those elements of positive school climates that create conditions the support emotional as well as intellectual SEL.

At the heart of what it takes for students to thrive are **supportive, respectful, trusting relationships**. Overlapping components (see Figure 1) support these relationships:

Engagement: When students experience engagement and feel a sense of belonging and connection with adults at school, they can build social capital and more readily use adults as social models, accept feedback, and persevere through challenges.¹⁴

Safety: When students and staff feel safe, they are more willing to focus on learning from and with others and less on academic risks.

ISSUE BRIEF

Cultural competence. Cultural competence is a set of behaviors, attitudes, and policies that enables schools, agencies, and teachers to work more effectively in multicultural and multilingual settings and interactions.¹⁵ Cultural competence can help adults be aware of privilege, implicit bias and micro-aggressions. Culturally competent schools help educators engage students and families by creating conditions where students and families feel a sense of belonging, support, respect, and safety.¹⁶

Cultural responsiveness. Culturally competent teachers can use their knowledge of students to be more instructionally responsive. Culturally responsive instructional approaches are engaging, participatory, and use diverse instructional models to scaffold learning by using students' own cultural knowledge to teach new concepts, correct experiences inside and outside the classroom, and master new information.¹⁷ Such approaches can address the social and emotional and learning needs of culturally and linguistically diverse students by creating learning environments where students feel emotionally and intellectually safe, supported, and challenged.¹⁸

Culturally competent school climates and culturally responsive approaches and practices can help students build strengths-based individual and collective narratives and can help students counteract negative dominant narratives, such as prejudicial stereotypes.

Challenges and high expectations. Students are more personally motivated to succeed; more actively engaged in learning; and work better with others when they, their peers, and adults have high expectations for achievement that are experienced as relevant to them, when they are surrounded by peers who have academic aspirations; and when curricula, pedagogy, and opportunities to learn are rigorous, engaging and aligned with their goals.¹⁹

Leaders are essential to creating the conditions to build teachers' social and emotional competencies. Teachers are more likely to develop these skills when leadership both prioritizes and models these competencies. Teachers who have social and emotional competence (SEC) can model it to support student behavior and learning.²⁰



Supportive discipline

Creating discipline policies and practices that are instructive, restorative, developmentally appropriate, and equitably applied.

Provide sessions on “Student Support Strategies” to establish a foundation of strategic support for emotional regulation and connection in the classroom during Training Academies for new and middle school staff.



Least Restrictive Environment Scale					
1	2	3	4	5	6
Safe 	Calm 	Present 	Connected 	Engaged 	Independent
Safe→	Calm→	In Assigned Area→	Respectful Body and Words→ Allowing others to learn	Participating w/ Support→	Participating Independently
← Promote age/developmentally appropriate independence across the spectrum →					
Am I safe?		Am I loved/cared for/connected?		What can I learn?	

Student Behavior	Staff Approach	Staff Message-Preventative	
		Verbal	Non-Verbal
Engaged	Encouragement	You did it! / I noticed you ____ . /What will it look like when you're done?	Mini Task List or Backwards Planning
Disengaged/Questioning	Supportive	What are you wondering? How can I help you get started?	Answer in writing
Breaking Rules (impulsive)	Assertive	Match my voice. / Move like me. / You may ____ (expected behavior) .	Rules Card
Breaking Rules	Assertive	You wanted ____ . When you want ____ you can ____ (adaptive behavior) .	First-Then Board
Negative Peer Interaction		Check (her) face. (She) doesn't like ____ . Next time you can ____ .	
Demanding/Whining		Match my voice. What are you wondering? When you ____ (desired behavior) you will be able to ____ (access preferred).	
Challenging		It's time to ____ . When you're ready we will ____ (adult directed activity). First ____ . Then ____ .	
Negative Self-talk		I know you are ____ . (positive attribute).	Post It with Mantra
Refusal	Choices	It's time to ____ . / When you're ready, it's time to ____ . / First ____ . Then ____ .	Visual Schedule / First-Then Board Visual Choices
Continued Refusal	Disengage	You may ____ or ____ . What works for you?/Let me know how I can help. I'm going to ____ . I will come back.	
Verbal Release	*Supportive*	"I hear you." "When you're ready, we will ____ (go to "safe place")."	Visual Prompt to Safe Place
Verbal or Postural Threatening Unsafe Behavior	*Unconditional Positive Regard*	"My job is to keep you safe." "I've got you." "I'm right here." "We can handle this."	Visual Prompt to Safe Place



A continuum of integrated supports

Ensuring that SEL is seamlessly integrated into a continuum of academic and behavioral supports, which are available to ensure that all student needs are met.

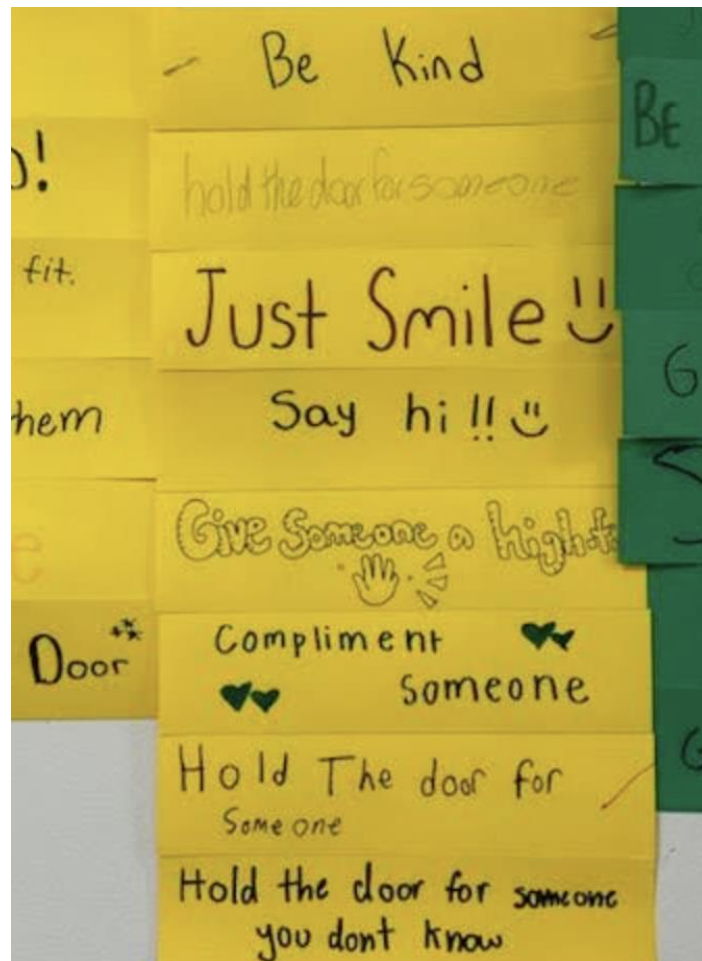
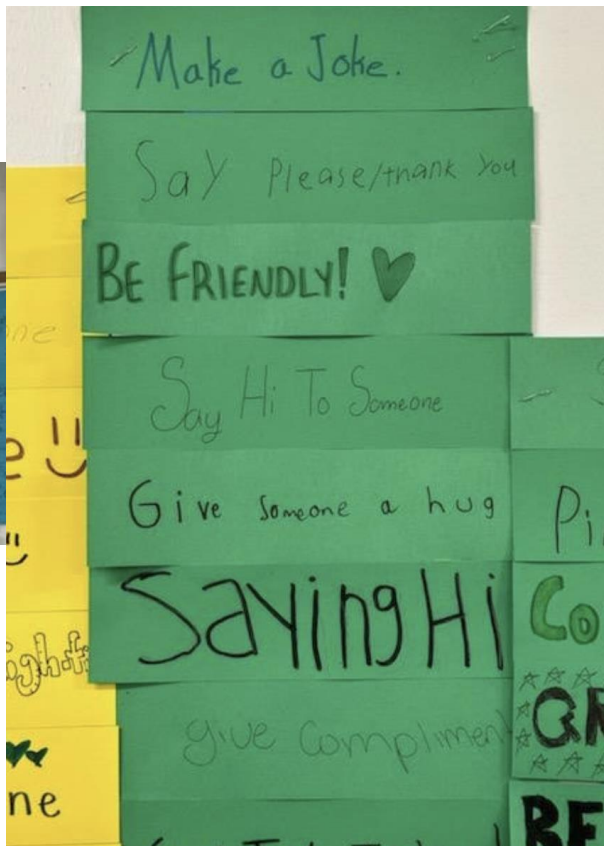


Continue and refine the Building Assets Reducing Risks (BARR) team meeting structure to identify support for 9th-grade students.





A continuum of integrated supports



Principal Support Framework



We support leaders with professional learning so that they can ensure that every student, especially those who have been most marginalized, has a school experience that makes them happy and proud.

HAPPY & PROUD

SCHOOL DISTRICT 197

Nurture. Inspire. Prepare. Together, We Thrive.

Questions?



TO: School Board Members

FROM: Lisa Grathen, Director of Community Education

DATE: December 9, 2024

RE: Approval of Proposed School Age Care Fee Increases for 2025-2026 and 2026-2027

BACKGROUND:

This item was discussed with board members at their meeting on November 18, 2024. To recap, the School Age Care (SAC) program is a fee-based program. The administration recommends a 3% increase for the next two school years to address inflation in operating expenses. That said, even with the proposed increases, our proposed program fees for next year remain within the range of our comparison districts' fees for this year. When approved, these fees will be published in the School Age Care brochures and emailed to homes in January each year.

The district also considered the proposed fee structure against the 4-Way Equity Test. The administration believes this fee structure continues to allow for equitable access. The district provides care for students with special needs by accessing the School Age Child Care for Disabled Students Levy. We work with Special Programs to create seamless practices and expectations between the school day and the SAC program. The SAC program meets the Department of Human Services (DHS) requirements to allow parents who receive childcare assistance to access our program. The Minnesota Child Care Assistance Program reimbursement rate is \$14.00 hourly, \$110.00 daily, and \$310.00 weekly. Our proposed SAC program fees are less than these amounts.

Our SAC program has had a waitlist since August 2021 due to staff shortages. In June, the district began working with Radar Talent Solutions. With Radar Talents' help in recruiting, screening, and supporting applicants, we have hired 24 SAC paraprofessionals.

The district implemented a lottery system for SAC registration for the 2024 summer and school year. The tiered registration timeline prioritized district employees and current, waitlisted, and incoming kindergarten families. Registration information and materials are translated, and interpreters are provided to support communication.

SAC receives the Department of Human Resources Child Care Great Start Compensation Grant. SAC paraprofessionals receive hourly stipends through this grant. The district and Service Employees International Union Local No. 284 (SEIU) have a Memorandum of Agreement allowing the district to offer this hourly stipend for SAC employees.

School District 197 2024-2025	School District 197 2025-2026	School District 197 2026-2027
Registration Fee: \$45.00	Registration Fee: \$45.00	Registration Fee: \$45.00
Daily Rate 1 Day=\$28.25 (3%) AM K-4: \$8.00 AM 5-8: \$12.25 PM K-4: \$20.25 PM 5-8: \$16.00 Daily Drop-in Rate: AM: \$4.00 additional PM: \$6.00 additional Pick Your Day Rate: AM: Additional \$2.00 PM: Additional \$3.00	Daily Rate 1 Day=\$29.25 (3%) AM K-4: \$8.25 AM 5-8: \$12.75 PM K-4: \$21.00 PM 5-8: \$16.50 Daily Drop-in Rate: AM: \$4.00 additional PM: \$6.00 additional Pick Your Day Rate: AM: Additional \$2.00 PM: Additional \$3.00	Daily Rate 1 Day=\$30.25 (3%) AM K-4: \$8.50 AM 5-8: \$13.25 PM K-4: \$21.75 PM 5-8: \$17.00 Daily Drop-in Rate: AM: \$4.00 additional PM: \$6.00 additional Pick Your Day Rate: AM: Additional \$2.00 PM: Additional \$3.00
Non-School Day: \$54.00 Summer Daily: \$48.50	Non-School Day: \$55.50 Summer Daily: \$50.00	Non-School Day: \$57.25 Summer Daily: \$51.50

Inver Grove Heights 2024-2025	South St. Paul 2024-2025
Registration Fee: \$30.00	Registration Fee: \$35.00
Daily Rate 1 Day=\$26.50-\$31.00 AM: \$11.50 -\$12.50 PM: \$15.00-\$18.50 Daily Drop-in Rate: AM: \$21.00 PM: \$22.00 Pick Your Day Rate: \$12.50-\$18.50	Daily Rate 1 Day=\$27.00-\$33.00 AM: \$13.00 - \$16.00 PM: \$14.00 - \$17.00 Daily Drop-in Rate: AM: \$21.00 PM: \$23.00
Non-School Day: \$45.00 – \$52.00 Summer Daily: \$38.00	Non-School Day: \$42.00 - \$46.00 Summer Daily: \$37.00

South Washington County 2024-2025	Spring Lake Park 2024-2025
Registration Fee: \$69.00	Registration Fee: \$25.00
Daily Rate 1 Day=\$31.00 AM: \$10.25 PM: \$20.75 Daily Drop-in Rate: AM: \$14.25 PM: \$24.75	Daily Rate 1 Day=\$34.00-\$45.00 AM: \$18.50-\$24.00 PM: \$15.50-\$21.00 Daily Drop-In Rate: AM: \$24.00 PM: \$21.00
Non-School Day: \$46.00 Summer Daily: \$43.50	Non-School Day: \$51.00 Summer Daily: \$47.50

St Louis Park 2024-2025	ISD 196 YMCA 2024-2025
Registration Fee: \$40.00	Registration Fee: \$50.00
Daily Rate 1 Day=\$34.50 AM: \$9.50 PM: \$25.00	Daily Rate 1 Day=\$34.00 AM: \$17.00 PM: \$17.00
Non-School Day: \$59.95-\$69.95 Summer Daily: not determined	Non-School Day: \$50.00-\$60.00 Summer Daily: \$47.20

RECOMMENDED RESOLUTION:

BE IT RESOLVED by the School Board of School District 197 to approve the proposed School Age Care fee increases for 2025-2026 and 2026-2027 as presented.



TO: School Board Members

FROM: Lisa Grathen, Director of Community Education

DATE: December 9, 2024

RE: Approval of Early Learning Fee Increases for 2025-2026 and 2026-2027

BACKGROUND:

This item was discussed with board members at their meeting on November 18, 2024. To recap, there are a variety of funding streams that provide financial support for families who want to participate in early learning preschool programming. Families apply for available funds, which are awarded on a sliding scale based on the family income or needs of a student. There are income limits to receive financial support.

The chart on the following page details the current fees for a family not qualifying for financial assistance. These fees are more complicated than simply using a daily rate given holidays and other non-school days a particular program would not meet. The fees are determined based on the total number of programming days in a year.

The administration recommends a 3% increase for the next two school years, with one exception. Given market comparison and program costs, the administration proposes a larger increase for the extended school day program. Details are included in the table below. If approved, all fees will be published in the community preschool brochures and mailed to homes in February.

The district also considered the proposed fee structure against the 4-Way Equity Test. The fee structure continues to allow for equitable access. Students with special needs are integrated into early learning preschool classes at no cost or a reduced cost. Pathways I and II scholarships provide financial assistance to pay yearly tuition for students who meet free and reduced lunch qualifications. In addition, school readiness dollars provide transportation and tuition support for students who demonstrate a financial need. Registration materials and financial assistance forms are translated, and interpreters are provided to support communications. Individual support for families who are English language learners is provided to explain programs and preschool options.

School District 197 2024-2025	School District 197 2025-2026	School District 197 2026-2027
Registration Fee: \$55.00	Registration Fee: \$60.00	Registration Fee: \$60.00
Monthly Rate (9 payments) 2 day: \$176.00 3 day: \$246.00 5 day: \$396.00 All day: \$980	Monthly Rate 2 day: \$181.00 3 day: \$253.00 5 day: \$408.00 All day: \$980	Monthly Rate 2 day: \$186.50 3 day: \$261.00 5 day: \$420.00 All day: \$980
Extended day: \$12.00/day	Extended day: \$14.00/day	Extended day - \$14.50/day

Data from other districts:

Inver Grove Heights 2024-2025	ISD 196 2024-2025
No Registration Fee	No Registration Fee
Monthly Rate 2 day: \$152.00 3 day: \$198.00 5 day: \$328.00 All day: \$907.00	Monthly Rate 2 day: \$126.00 (2/hr/day vs 2.5 in other districts) 3 day: \$209.00 5 day: \$768.00
Extended day - \$12.50/day	Extended day: \$255 (half day only)

South Washington County 2024-2025	St Louis Park 2024-2025
Registration Fee: \$85.00	Registration Fee: \$75.00
Monthly Rate 2 day: \$195.00 3 day: \$230.00 5 day: \$395.00 All day: N/A	Monthly Rate 2 day: \$220.00 3 day: \$295.00 5 day: \$455.00 All-day: \$1,350 (7:00 AM-6:00 PM)
Extended Day: N/A	Extended Day: Included in all day price

Spring Lake Park 2024-2025
Registration Fee: \$25.00
Monthly Rate 2 day: \$194.00 3 day: \$295.00 All day: \$1,160
Extended Day: N/A

RECOMMENDED RESOLUTION:

BE IT RESOLVED by the School Board of School District 197 to approve the proposed Early Learning fee increases for 2025-2026 and 2026-2027 as presented.

To: School Board Members

From: Morgan Steele, Board Member

Date: December 9, 2024

Re: Approval of Revised *School Board Roles, Standards, and Expectations* Document

BACKGROUND:

At the October 21 meeting, board members reviewed a draft of the revised “School Board Roles, Standards, and Expectations” document. In response to community interest in serving on the school board, the district has prepared this guide to advise current and prospective school board candidates on the roles, responsibilities, and expectations of the board. This guide is also meant to inform the community on how the board fulfills its role. The board results committee was tasked with making some updates to the document. Information about the board stipend has been added along with additional clarification on committee assignments and roles and school visits.

Several questions were asked at that meeting, and it was decided that further work would be done on the document at the board development session on November 11. The additional recommended changes were presented to the board at their meeting on November 18. Those changes are reflected in the attached document.

- Edits the board has already reviewed are in pink
- New edits are in blue
- Other edits in blue include changing "you" to "they/them" on pages 14, 15 and 20 and changing any reference to "Regular Meeting" and "Study Meeting" to "Business Meeting" and "Working Meeting" respectively on pages 18 and 19.

RECOMMENDED RESOLUTION:

BE IT RESOLVED by the School Board of School District 197 to approve the revisions to the *School Board Roles, Standards, and Expectations* document as presented.

SCHOOL DISTRICT 197

SCHOOL BOARD



ROLES, STANDARDS & EXPECTATIONS

Updated: December 2024

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Introduction

In response to community interest in serving on the school board, the district has prepared this guide to advise current and prospective school board candidates on the roles, responsibilities and expectations of the board. This guide is also meant to inform the community on how the board fulfills its role.

About the School Board

The school board is made up of seven citizens elected at large by voters in the district every two years. Members are elected to four-year overlapping terms. At the end of a four-year term, members may run for re-election to successive terms. Voting takes place at general elections in November and terms begin the first Monday in January or as soon as possible thereafter. If a vacancy occurs in the middle of a term, the school board names an appointee to serve until the next district election. The superintendent is an ex-officio, non-voting member of the school board who facilitates the work of the board and is responsible to the board for providing leadership to the district and carrying out board directives. By choice, the board also invites one to two student board members every year to bring student voice to the board's decisions, but do not vote.

Given the time commitment involved and to assist in making the role more accessible to all community members, each board member receives a yearly stipend from the school district. The stipend is paid in equal installments over the year. The current stipend is \$5100 (\$5800 for the chair), and this amount is reviewed annually.

Board Policy Governance

Like many school districts around the nation, our school board relies upon policy governance to help define the role, vision and values of the board and district. It is the board's role—with direction from the community—to set policy, develop clear expectations for results, and to evaluate progress. The district leadership team, led by the superintendent, carries out the district's daily operations in alignment with board policies and expectations. This allows the board to maintain a system-wide focus and supports an appropriate distinction between policy and administration.

Representative Government

The community's voice is most directly heard in their vote for whom they select to represent them. *Every board member represents the whole district.* Board members are responsible for making many decisions on behalf of the community as their elected representatives. There are just a handful of exceptions where the board is allowed/required (by state law) to conduct a community-wide vote. One example from our recent history was when the community was asked to vote on (and approved!) increasing taxes to make significant improvements to our facilities.

BOARD MEMBERS & SUPERINTENDENT



For current contact information and additional information about the school board members and administration, please visit the school district website at isd197.org. Please note that school board members will use only their district-assigned email addresses to conduct board-related business.



Sarah Larsen
Chair
(she/her/hers)



Jon Vaupel
Vice Chair
(he/him/his)



Byron Schwab
Treasurer
(he/him/his)



Tim Aune
Director
he/him/his



Marcus Hill
Director
(he/him/his)



Morgan Steele
Director
(she/her/hers)



Randi Walz
Director
(she/her/hers)



Peter Olson-Skog, Ph.D.
Superintendent
(he/him/his)



Peter Mau, Ph.D.
Assistant Superintendent
(he/him/his)

STRATEGIC FRAMEWORK

SCHOOL DISTRICT 197

Nurture. Inspire. Prepare. Together, We Thrive.

School District 197 is committed to caring relationships, equitable practices, and high achievement for all.

GOALS

All students are academically and socially ready for school.

All 3rd graders can read at grade level.

All racial and economic achievement gaps are closed.

All students graduate from high school.

All students are ready for career and college.

WE BELIEVE...

RELATIONSHIPS

- People thrive when they feel connected, trusted, and affirmed.
- Communication and collaboration strengthen school, family, and community relationships.

EQUITY

- Our diversity makes us stronger.
- Seeking to understand each other strengthens the individual and community.
- We are all accountable for removing barriers and creating equitable systems.

ACHIEVEMENT

- High expectations and personalized support are critical for student success.
- Innovative environments promote curiosity, creativity, and courageous action.
- Everyone has the ability to continually grow.

FOCUS AREAS

1

Establish a district-wide system of social-emotional learning and support

2

Build equitable systems and support throughout the district

3

Increase E-12 opportunities for career exploration and preparation

DISTRICT 4-WAY EQUITY TEST



The School District 197 School Board uses the 4-Way Equity Test to guide its decision-making processes.

1

How does this help to provide opportunities for students who have historically been underserved, underrepresented, or disadvantaged by the current system?

2

How does this help to ensure equitable access for all?

3

How does this help to eliminate barriers (structural, process, financial, etc) based on race and ethnicity, language, immigration status, ability, socioeconomic status, sex, or gender identity and sexual orientation (LGBTQIA+ status)?

4

How does this ensure the same rigorous standards for academic performance exist for all students?

THE ROLES OF THE SCHOOL BOARD AND ADMINISTRATION

As the elected governing body of School District 197, the School Board, among other duties, is responsible for:

Establishing, reviewing and updating policy based on recommendations from the superintendent

Hiring and evaluating the superintendent, the chief administrator and only employee whom the Board supervises

Fielding questions and concerns about items on the Board's agendas and/or the Superintendent

Annually approving budget parameters, and the subsequent annual overall budget established within said parameters

Identifying decisions that require community engagement and directs administration to seek input and/or feedback prior to board action

Advocating for students and the school district
with elected officials

Approving policies, as recommended by the superintendent, that guide curriculum selection processes (e.g. Graduation Requirements) that ensure our curriculum meets or exceeds Minnesota State Standards

Setting goals aligned to the strategic framework and monitoring achievement toward their attainment

As the executive team of the School District, the Superintendent and the administrative team is responsible for:

Implementing policy and making recommendations for policy updates and changes

Hiring, supervising, and evaluating all other staff and all operations

Fielding questions and concerns about school/district operations including questions and/or concerns about staff members (other than the superintendent)

Allocating and managing resources (financial, human, and physical) within the board approved budget and budget parameters. Examples include determining specific class sizes and class offerings within the board's parameters

Leading and implementing staff, parent, and community relations and engagement

Supporting the board's advocacy including, but not limited to, information gathering and issue identification

Reviewing, selecting, and implementing curriculum, including materials, in a manner consistent with board-approved curricular policies

Determining and implementing an action plan to achieve the board's goals. This includes, but is not limited to, ensuring continuous improvement through performance management, professional development and instructional leadership

STANDARDS FOR SCHOOL BOARD LEADERSHIP



Source: MSBA, 2017; and TeamWorks International

School boards are most effective when board members focus on the big picture: making policy, setting goals, and engaging stakeholders, all with the ultimate goal of improving student achievement. School boards that focus on administrative issues tend to be low-functioning boards. School District 197 School Board members vote in the district interests while listening to and seeking to understand the diverse individual and group interests on any issue or situation.

The School District 197 School Board strives for excellence in governance, operates in partnership with the Superintendent, supports excellence in management, and partners for excellence in consultation with staff, students, families, and the public.

School District 197, in policy and application, may use terminology that differs somewhat from materials referenced in this document. The District's Intent is to meet the highest standard of school board effectiveness in its application and day-to-day work.

Standard #1: Conduct & Ethics

The school board, as a whole, provides leadership to the community on behalf of the school district by conducting its business in a fair, respectful, legal, and responsible manner. An effective, high-performing school board strives to meet the following benchmarks:

1. Recognize the school board team consists of school board members and the superintendent and evaluates its performance at least annually.
2. Take full responsibility for its activity and behavior at and away from the board table.
3. Encourage its members to express their individual opinions, respect others' opinions, and vote according to their convictions.
4. Speak with one voice after reaching a decision.
5. Spend time on board governance work rather than staff work.
6. Provide for orientation and ongoing training for all school board members.
7. Follow established policies, including the appropriate communication sequence, by directing people with concerns to the appropriate staff.
8. Set an example of respectful and civil leadership.

STANDARDS (continued)

Standard #2: Vision

The school board, with community input, envisions the educational future of the community and then formulates the goals, defines the outcomes, and sets the course for the school district. An effective, high-performing school board strives to meet the following benchmarks:

1. Use clear, focused, attainable, and measurable goals and outcomes to support gains in student achievement.
2. Develop a strategic framework that includes well-crafted school district belief statements, goals, and focus areas that enable the school board to evaluate school district performance.
3. Regularly monitor goals and implementation targets to evaluate progress toward goal achievement and school district success.
4. Ensure that the school district belief statements, mission, goals, focus areas and implementation targets are reflected in school board policies, mirrored in the budget planning and implementation efforts, and supported district-wide.
5. Communicate the strategic plan and the progress to the community.

Standard #3: Structure

To achieve its vision, the school board establishes organizational and physical structures for student and staff success. An effective, high-performing school board strives to meet the following benchmarks:

1. Create organizational and physical structures based on equity in which all students and staff have the resources and support to maximize achievement.
2. Advocate and provide for learning through rigorous curriculum, effective technology, and a safe, welcoming, and inclusive environment.
3. Select and employ one person — the superintendent — as the school district's chief executive officer to lead and manage the school district.
4. Hold the superintendent accountable for school district performance and compliance with written school board policy.
5. Delegate the authority to the superintendent to recommend and evaluate all school district staff within the standards established through written school board policies.
6. Accept ultimate responsibility for the care, management, fiscal oversight, and control of the district while understanding that the day-to-day operations will be conducted by the staff.

Standard #4: Accountability

The school board is accountable to the community for regularly monitoring the conditions affecting the school district as a whole. The school board and individual members are also accountable to themselves, students, families, other board members, the superintendent, and staff. An effective, high-performing school board strives to meet the following benchmarks:

1. Recognize the duty to itself and the community to determine whether the authority delegated to the superintendent is being used as intended.
2. Evaluate the superintendent's performance at least annually.
3. Use student achievement data and other indicators when available as the basis for assessing progress toward school district goals and compliance with school board policies and state and federal laws.
4. Recognize the distinction between "monitoring data" (data used by the school board to address accountability) and "management data" (data used by the staff for operations).

STANDARDS (continued)

Standard #5: Advocacy & Communication

The school board advances its vision at the local, regional, state, and national levels. An effective, high-performing school board strives to meet the following benchmarks:

1. Focus on community-wide concerns and values that best support equity and student achievement rather than being influenced by special interests.
2. Develop communication strategies to build trust between the school board and the superintendent, staff, students, and community.
3. Use a public relations strategy that supports the flow of information in/out of the district.
4. Engage and build relationships with both public and private stakeholders.
5. Advocate on local, state, and national levels.

In general, board members are expected to follow a code of ethics that will guide their decision-making as it relates to School District 197. MN Statute 123B.09 as well as the district's Code of Ethics Policy 209 states the following expectations, functions, and legal obligations for board members.

EXPECTATIONS OF A SCHOOL BOARD MEMBER

Source: School District 197 Policy 209, Code of Ethics

School Board Meetings

- Attend all school board meetings, including work sessions, committee meetings, and board professional development sessions.
- Come to the meetings prepared for discussion of the agenda items.
- Whenever possible (and as soon as possible), email the superintendent and chair with questions or concerns that arise when reviewing the lead materials, along with any errors ~~you may~~ noticed. This will allow the administration to prepare and address the questions in their presentations, along with correcting any errors in advance of the meeting.
- Vote one's conscience after informed discussion unless abstaining because of a conflict of interest.
- Refrain from using mobile devices, Smart phones, tablets and laptops to communicate with others or be distracted from focusing on the business of the school district while in board session.

Working Professionally and Respectfully

- Respect the rights of others to have and express opinions (including, but not limited to, other school board members, administration, staff, students, and community members).
- Be primarily motivated by a desire to provide the best possible education for the students of ~~my~~ the school district.
- Be informed about the proper duties and functions of a school board member, including school liaison and other responsibilities that occur outside of school board meetings.
- Support the decision of the board, even if a board member's own position concerning the issue was different.
- Recognize the integrity of school board predecessors and associates and appreciate their work.
- Make no disparaging remarks, in or out of school board meetings, about other members of the school board, the superintendent, or their opinions.
- Recognize and respect the decisions of the board and do not undermine board decisions when interacting with the media or other public sharing of personal opinions.
- Meet and communicate with the superintendent and other board colleagues as required. For example, board members will meet with the superintendent one-on-one on a regular basis.

Focusing on Governance

1. Focus on education policy ~~as much as possible~~.
2. Remember that the board's responsibility is to set policy – not to implement policy.
3. Act as a trustee of public education and do one's best to protect, conserve, and advance its progress.
4. Recognize that a board member's responsibility, exercised through the actions of the school board as a whole, is to see that the schools are properly run – not to run them individually.
5. Recognize that authority rests with the school board in legal session – not with the individual members of the school board except as authorized by law.
6. Work through the Superintendent – not over or around the superintendent.
7. Delegate the implementation of school board decisions to the superintendent.

Legal Obligations

1. Comply with all federal, state and local laws relating to work as a school board member.
2. Comply with all school district policies as adopted by the school board.
3. Abide by all rules and regulations as promulgated by the Minnesota Department of Education and other state and federal agencies with jurisdiction over school districts.
4. Recognize that school district business may be legally transacted only in an open meeting of the school board.
5. Avoid conflicts of interest and refrain from using a school board position for personal gain.
6. Take no private action that will compromise the school board or administration.
7. Guard the confidentiality of information that is protected under applicable law.

SCHOOL BOARD SELF GOVERNANCE & MEMBER ACCOUNTABILITY



The School Board and each of its members must be committed to faithful compliance with the provisions of the Board's policies. Failure to deal with violations of its policies risks the loss of public confidence in the Board's ability to govern effectively. In the event of a board member's violation of policy, or other forms of misconduct, the Board shall address the issue by using the following steps:

1. Conversation in a private setting between the offending member and the School Board Chair or other individual members; such conversation will be reported to the other members of the Board.
2. Discussion in a public meeting between the offending member and the full School Board.
3. Public censure, by simple majority vote, of the offending member of the School Board, as well as removal from committees and leadership positions, to which the member has been appointed or elected.
4. Removal from the school board for proper cause by a concurrent vote of at least four members. The board member to be removed will be duly notified of the time and place of the meeting for which the vote is to be taken, and for the reasons for the proposed removal. The board member will be given an opportunity to be heard in defense against the removal (MN 123.B.09; Subd. 9).

Most board member issues and situations are intended to fall into Category 1. Categories 2, 3, and 4 are intended for extreme and/or repeated instances of violations where Category 1 has not resulted in a change in member behaviors.

CHARACTERISTICS OF EFFECTIVE BOARDS



Source: MSBA; Center for Public Education, 2019

- Effective school boards commit to a vision of high expectations for student achievement and quality instruction and define clear goals toward that vision.
- Effective school boards have strong shared beliefs and values about what is possible for students and their ability to learn, and of the system and its ability to teach all children at high levels. Effective school boards are accountable-driven, spending less time on operational issues and more time focused on policies to improve student achievement.
- Effective school boards have a collaborative relationship with staff and the community and establish a strong communications structure to inform and engage internal and external stakeholders in setting and achieving district goals.
- Effective boards are data-savvy; they embrace and monitor data, even when the information is negative, and use it to drive continuous improvement.
- Effective school boards align and sustain resources, such as professional development, to meet district goals.
- Effective school boards lead as a united team with the superintendent, each from their respective roles, with strong collaboration and mutual trust.
- Effective school boards participate in team development and training, sometimes with their superintendents, to build shared knowledge, values, and commitments for their improvement efforts.

WHO REPORTS TO THE SCHOOL BOARD



The superintendent is the only position who reports to the school board.

Role of Superintendent

The superintendent reports directly to the board and holds all executive and administrative authority and responsibility for the effective operation of the school district, excluding those areas of control that are required by statute to be exercised directly by the board. The superintendent acts as the district leader with the support of the district's administrators, who make up the district leadership team. The superintendent may delegate specific powers or duties to assistants and subordinates while maintaining final responsibility for any actions taken. The superintendent is also responsible for evaluating their leadership team.

In working with the superintendent and staff, board members will:

1. Hold the superintendent responsible for the administration of the school district.
2. Give the superintendent authority commensurate with their responsibilities.
3. Assure that the school district will be administered by the best professional personnel available.
4. Consider the recommendation of the superintendent in hiring all employees.
5. Only take action after considering the recommendation of the superintendent and after the superintendent has furnished adequate information supporting the recommendation.
6. Insist the superintendent keep the school board adequately informed at all times.
7. Offer the superintendent counsel and advice.
8. Recognize the status of the superintendent as the chief executive officer and a non-voting, ex-officio member of the school board.
9. Refer all complaints to the proper administrative officer or insist that they be presented in writing to the whole school board for proper referral according to the communication sequence.
10. Present any personal criticisms of employees to the superintendent.
11. Provide support for the superintendent and employees of the school district so they may perform their proper functions on a professional level.
12. Refrain from publicly expressing individual negative judgments about the superintendent's performance. (Any such judgments of the superintendent will be made only by the full board, meeting in closed session.)

HOW THE SCHOOL BOARD ADDRESSES QUESTIONS AND CONCERNS

Situation/Example	Sound Governance: How a High-Functioning School Board Responds
<p>General Guidance to School Board Members When Receiving Concerns</p>	<p>The board member should identify the person contacting them and ensure they have the person's contact information. Seek to understand the situation or interest but, generally, do not agree or commit to resolve it personally as that is not the role of individual board members. Here are some general expectations:</p> <ul style="list-style-type: none"> • The board member should not agree to confidentiality or commit to limit your options of notification. • The board member should be available for contact in the future if redirecting the person to the appropriate staff person or administrator does not address the concern. • Be alert to patterns of like concerns and notify the superintendent's office of that possibility. • If the concern raises governance or public relations questions, contact the Board Chair in addition to the superintendent's office. • Avoid forming and communicating opinions about a decision before the school board has discussed it in a board meeting.
<p>What should a board member do if they receive concerns from a staff member, student, or parent/caregiver?</p>	<p>Follow the <i>General Guidance to School Board Members When Receiving Concerns</i>. Encourage the concerned student, staff member or parent to contact the staff member in the school or district best prepared to address their concern or question. For example:</p> <p>If contacted by a staff member, redirect them to a supervisor, and notify the superintendent's office. <i>Caution: Do not, as board members, get involved in employment and contractual issues.</i></p> <p>If contacted by a student, redirect the student to the principal and notify the superintendent's office. <i>Caution: Follow district procedures if a safety concern is raised.</i></p> <p>If contacted by a parent/caregiver, redirect the parent/caregiver to the teacher, principal, or administrator as appropriate and notify the superintendent's office. <i>Caution: Do not attempt to work with a parent who is working on behalf of an organized group rather than on behalf of their own student. Confidentiality and safety procedures must be followed.</i></p>

HOW THE SCHOOL BOARD ADDRESSES QUESTIONS AND CONCERNS (continued)

Situation/Example	Sound Governance: How a High-Functioning School Board Responds
<p>What should a board member do if they receive concerns via email?</p>	<p>It is important for the board member to send an acknowledgment email to the person who emailed them, thanking the person for reaching out and letting them know that their concern has been forwarded to the Superintendent's office. If the entire board has been copied on the message, the Chair will take the lead in responding (though individual board members can choose to respond as well).</p> <p>Follow the General Guidance to School Board Members When Receiving Concerns. After the board member responds to the email's author and forwards their concern to the Superintendent's office, additional engagement or seeking to understand the issue is not necessary.</p> <p>Do not cc or bc to any individual or group, nor "reply to all."</p>
<p>What should a board member do when information about them, the school board, or the school district is incorrectly referenced in a social media post?</p>	<ul style="list-style-type: none"> • As a school board member, it is not generally advised to engage in social media debates and criticisms. • Contact the Chair and the Superintendent directly to make them aware of the issue so that the appropriate district staff person can quickly provide factual information on the social media platform, if warranted, or so that legal counsel may be contacted if there is a concern regarding confidentiality or safety. • Ideally, the school district will have staff and community advocates who will participate in social media groups on a regular basis to communicate district information and monitor news and activity that pertains to the school district.
<p>What should a board member do if they disagree with a report or presentation to the board?</p>	<ul style="list-style-type: none"> • Submit questions and concerns to the Superintendent's office as Board protocol describes. • The board member should reflect on what is driving you/ their concern or disagreement. • If the disagreement is in the details, the board member should request a meeting with the Superintendent to discuss. • The board member should not surprise administrators or board colleagues in work sessions and business meetings as it will not aid in promoting accuracy and partnership.

ELECTION & ROLE OF BOARD OFFICERS

Source: School District 197 Policy 202

Election of Officers

The School Board meets annually on the first Monday in January, or as soon after as practical, and elects a chair, a vice chair/clerk, a treasurer, and other officers as determined by the school board. The previously appointed chair continues to serve as the chair until a new chair has been selected. In the event the chair either chooses not to run again or was not re-elected, the following board members, in order from first to last, would serve as chair until the new chair is elected:

- Vice-Chair/Clerk
- Treasurer
- A member selected by the chair prior to the end of his/her term

The new chair officiates the selection of vice chair/clerk and treasurer.

1. Unless removed by the board from their position as an officer, the chair, vice chair/clerk, and treasurer will hold office for one year and until their successors are elected and qualify.
2. The board may delegate duties of clerk and treasurer to a School District 197 staff member.

Officers' Roles

Chair

The Chair provides leadership to the Board, ensures the faithful execution of the Board's processes, exercises responsibilities with integrity, reflecting the spirit and intent of the Board's policies, and serves as the Board's official spokesperson. The Chair has the following specific authority and duties:

1. Monitor Board actions to assure that they are consistent with the Board's own rules and policies and with other obligations imposed by agencies whose authority supersedes the board's authority.
 - a. Conduct and monitor Board meeting deliberations to assure that Board discussion and attention are focused on Board issues, as defined in Board policy.
 - b. Assure that Board meeting discussions are productive, efficient, orderly, and open.
 - c. Conduct Board meetings using the authority as described in Robert's Rules of Order.
2. Represent the Board as its official spokesperson about issues decided by the Board and other matters related to official board business.
 - a. The chair is not authorized to exercise any power as an individual to supervise or direct the Superintendent or any employee of the district.
3. The Chair may delegate authority, when appropriate, to other Board members but the Chair remains accountable for members' use of that delegated authority.
4. Execute all documents authorized by the Board, except as otherwise provided by law.
5. Countersign all orders upon the treasurer for claims allowed by the board, represent the district in all actions and perform all the duties usually incumbent on such officers. In case of absence, inability, or refusal of the clerk to draw orders for the payment of money authorized by a vote of the majority of the board to be paid, the orders may be drawn by the chair, and paid by the treasurer. A statement of the orders drawn, with a copy of such orders, shall be delivered to the clerk by the treasurer, or the office of the clerk may be declared vacant by the chair and treasurer and filled by appointment.
6. Appoint members of all Board committees and liaisons.
7. On behalf of the Board, and in concert with the Superintendent, develop proposed Board meeting agendas.

ELECTION & ROLE OF BOARD OFFICERS

Vice Chair/Clerk

1. Serves in the absence of the Chair.
2. Assists Chair as requested in the execution of Chair responsibilities.
3. Compile and facilitate the Board's summative evaluation of the Superintendent.
4. Signs all orders upon the treasurer for the payment of money for bills allowed by the school board for salaries of officers and for teachers' wages and all claims, to be countersigned by the chair.
5. Other duties of the Vice-Chair/Clerk defined in Minn. Stat. § 123B.14 are assigned to the Director of Finance as described in Subd. 1.

Treasurer

1. Annually reviews the Superintendent's contract to ascertain status on compensation and benefits.
2. Reviews individual Board members and Board expenses against Board Governance policies.
3. Makes all reports which may be called for by the school board and performs all duties a treasurer usually performs.
4. Other duties of the Treasurer defined in Minn. Stat. § 123B.14 are assigned to the Director of Finance as described in Subd. 1.

MEETINGS & PUBLIC PARTICIPATION



Membership on the school board requires attendance at a variety of meetings held every month. All school board meetings must be open to the public so the public has the opportunity to see and hear all discussion, testimony, and votes. Visit www.isd197.org for a complete and up-to-date list of meetings and agendas. Meetings may be subject to change due to circumstances (e.g., weather, health, or safety). Beyond the opportunities listed below, members of the public can interact with the board through email, phone or in-person. Contact information is listed the School Board page of the district website.

Regular Meetings (Business Meetings)*

The school board holds business meetings, ~~called Regular Meetings~~, at 6 p.m. on the first Monday of each month. Meetings are held at the City of Mendota Heights Council Chambers (1101 Victoria Curve, Mendota Heights). Meetings may be attended in-person, viewed live on local cable television, live streamed online via a link on the school board page of the school district website, or viewed from a recorded version of the meeting posted on the district website within 48 hours of the meeting.

Working Session Meetings

The school board holds work ~~sessions~~ meetings, which are second meetings of each month, to study and discuss issues in more depth. Work sessions are usually held at 5 p.m. on the third Monday of each month at the District Office Training Room, 1897 Delaware Ave., Mendota Heights. Members of the public may observe the meeting in person.

Listening Sessions

Listening sessions are an informal opportunity for parents, students, and community members to talk with school board representatives and administration about school issues, thoughts, and concerns. Listening sessions usually precede the monthly ~~Regular~~ [business](#) meeting on the first Monday of the month from 5:00-5:45 p.m. at the City of Mendota Heights Conference Room (1101 Victoria Curve, Mendota Heights).

Public Comments

Public comments are an opportunity for community members to address the full board. Public comments are usually held at the start of the second board meeting of the month (generally the school board [working meeting](#) ~~Work Session~~) at the District Office Training Room, 1897 Delaware Ave., Mendota Heights. They are held on the third Monday of the month. They typically allow three minutes per speaker, 10 minutes per topic, and as a general rule, no more than three speakers per topic. Members of the public may also submit a written statement to the Superintendent's Executive Assistant no later than 3 p.m. on the day of the board meeting and any statements received will be read aloud at the meeting for the entire board. See the school board agenda posted on the school board page of the school district website for the Public Comments allotted time slot.

Public Input Sessions

On occasion, the school board may host a public input meeting. Public input meetings are devoted to specific topics of interest as identified by the school board, administration, or community. During public input meetings, the school board or administration typically makes a factual presentation, sometimes including a recommendation, followed by a structured question/answer/commentary input or feedback process.

WHAT HAPPENS AT SCHOOL BOARD MEETINGS



School Board meetings are the way in which the school board conducts its governance function and takes official action on behalf of the school district. In most schools districts, there are generally two kinds of standing school board meetings:

- An official business meeting, called a [Business Regular Meeting](#) in School District 197.
- An informal work or study session, called a [Working Meeting Session](#) in School District 197.

Regular Business Meetings*

~~Regular~~ [School Board Business Meetings](#) are the most formal and business-oriented meetings of the school district. These meetings focus on the business actions required of the school board by law or policy. They typically include a set agenda, including a Consent Agenda, and items that require board action within its governance role, such as policy changes, district budget approval, and other designated school board functions. They are meetings of the school board to conduct official business and, while they are open to the public, they are not meetings of the public where members of the public participate in discussion with the school board. Regular Meetings also include reports and presentations by the administration.

In order to ensure that the [Regular Business](#) Meetings are run as efficiently as possible, some agenda items are included on a Consent Agenda. The Consent Agenda consists of routine items of administrative business that require approval, confirmation, or ratification by the board. These items may include the hiring of employees and approval of contracts and financial agreements that are not anticipated to require discussion by the board. School Board members may request that a Consent Agenda item be pulled for additional information, discussion or a separate action, though this is a rare occurrence.

~~Work Sessions Study~~ Working Meetings*

~~Study Working~~ Meetings are typically less formal than Business Meetings and are more limited in the number of agenda items included in order to allow more in-depth review of topics and information related to future decisions, or items that may affect the school district. These meetings often include the presentation of information by the administration and discussion among the Board members and administration. The use of [Study Working](#) Meetings to explore topics and information more deeply allows the school board to hold more efficient Business Meetings, having explored and discussed an issue more fully prior to official action.

*Official actions (including the use of consent agendas) occur at both Business and [Working Meetings](#).

SITE LIAISON ASSIGNMENTS



Philosophy: It is important for School Board members to be visible throughout the District, as well as knowledgeable about the schools they serve. In service of this goal, site liaison assignments are made annually that pair school board members with specific all district education sites. Board members are encouraged to attend the parent/teacher organization meetings for each of their liaison sites, along with other site celebrations and events for the assigned sites.

When board members are initially assigned to a site:

- Board members are encouraged to meet with the principal and the superintendent for a school orientation and to establish a relationship.
- They will be added to the family communication channels for the schools to which they are assigned.

When Board members would like to (or are invited to) visit sites during the school day, they should:

- Request a visit with the school principal and copy the superintendent in the request email. If the principal is the person who invited the board member, make sure to inform the superintendent of their plans.
- Be mindful of the demanding schedules of school staff, especially the principal, and be specific in requesting a time frame that does not exceed 60 minutes.
- Wear the district-issued badge at all times and engage in conversation with staff and students when appropriate (not mid-instruction).
- Keep questions towards staff and students positive - board members are not there to seek out problems or solve problems.
- Should someone bring problems to the board member, listen and thank them for sharing and let them know that their concern will be passed along to the appropriate person for follow up OR suggest that they connect with the teacher/principal/superintendent themselves.
- If the board member sees something excellent (instruction, activities, performance), please email the principal and superintendent.
- Should the board member have any concerns, direct them to the superintendent. Remember, the board member's role is not to look for concerns or address them with staff or students.

The board member does not need to email principals to let them know they're attending school or community events outside the school day.

SCHOOL BOARD COMMITTEE ASSIGNMENTS



Philosophy: School District 197 believes that stakeholder and subject matter expert input is critical to effective decision-making. Accordingly, the school district facilitates a wide variety of advisory groups and committees. However, it is not feasible (given time constraints) nor appropriate (given Open Meeting Law and their governance role) for the whole board to participate in the various district advisory groups and committees. By assigning a liaison, the liaison can hear the various committees' feedback and input directly and share it with the board when it relates to a board meeting topic.

In their role as a committee liaison, in keeping with their governance role, board members should:

- Attend as many meetings as they can.
- Engage responsibly, being cognizant of the power dynamics and staying within their governance role.
- Provide information regarding related board decisions and discussions (past, present, and future) when important to the conversation.

Current board member assignments to district committees include (not an exhaustive list):

- Career and Technical Education (CTE) Advisory Council
- Curriculum Advisory Committee (CAC)
- District Labor Management Council
- Early Learning Advisory Committee
- Equity Advisory
- Gifted and Talented Advisory Committee
- Meet and Confer
- [PAN](#)
- Planning Committee
- Results Committee
- School Health Advisory Committee (SHAC)
- Special Education Advisory Committee (SEAC)
- TriDistrict Community Education

In addition, school board members represent School District 197 in metro and state education organizations in which the School District has membership. Current external organizations to which board members are assigned include (not necessarily exhaustive):

- Association of Metropolitan School Districts (AMSD)
- Intermediate School District 917 (ISD 917)*
- Minnesota School Boards Association (MSBA)**
- Minnesota State High School League (MSHSL)

*ISD 917 is a collaborative school district that provides special education, career and technical education, and alternative education for students in its nine-member school districts, including School District 197. A school board member from each ISD 917 member school district is assigned to serve as a school board member for ISD 917 and receives a stipend from 917 for the additional school board assignment.

**All Board Members are assigned to the MSBA.

BECOMING A SCHOOL BOARD MEMBER

School District 197 Board of Education members are elected officials. Elections are held in November of odd-numbered years. To avoid having all seven seats up for election simultaneously, the seats are scheduled for election on an alternating basis, with four spots open one year and the remaining three being available two years later. The process then repeats itself.

Eligibility Requirements *(Source: Minnesota School Boards Association)*

To run for a School Board seat, they must be:

- At least 21 years old
- Eligible voter
- A district resident for at least 30 days prior to election/appointment
- Not a convicted sex offender

Term of Office

Board members are elected to four-year terms commencing on January 1 of the year following the November election and ending on December 31, four years later. A member who has been appointed to fill the unfinished term of a member will need to run for election depending on when they were appointed. There is no limit on the number of consecutive terms a member can serve.

Filling Vacancies *(Source: MN Statute 123B.09)*

A vacancy on the Board shall occur when a member dies, resigns, or ceases to be a resident of Independent School District #197. In addition, if a member of the Board of Education is unable to serve on the Board and attend its meetings for ninety (90) days or more because of illness or prolonged absence from the District, the Board may, at any regular or special meeting thereof, through resolution, declare a vacancy to exist. All vacancies will be filled according to Minnesota Statutes.

The term of a member elected during a special election shall not exceed the term of the member they are replacing. Nor can the term of a Board of education member be lengthened by the member's resignation and subsequent selection by the Board.

Minnesota Statute states that once the Board approves an appointment, the appointed board member cannot be seated until 30-days after the appointment.

REFERENCES

- Eligibility Requirements for School Board Member, Minnesota School Boards Association (MSBA), School District 197 200 Series Policies
- Standards for School Board Leadership, Minnesota School Boards Association (MSBA) Governance and Management, TeamWorks International
- Minnesota School Boards Association (MSBA) School Board Workshop Series

Last Updated: December 2024

This handbook will be reviewed annually at the School Board Organizational meeting.

To: School Board Members

From: Byron Schwab, Board Member, Results Committee Chair

Date: December 9, 2024

Re: End of Year Report on 2024 School Board Goals

BACKGROUND:

The school board approved their 2024 goals on March 4, 2024.

The Results Committee provided a midyear report on August 5, 2024.

At this meeting, the Results Committee will provide an end-of-year report.

RECOMMENDED RESOLUTION:

This is an update only. No resolution is needed.

**ISD 197 School Board Planning Committee:
2024 Continuous Improvement Goals for the School Board-Midyear Update**

Beginning Date: January 2024		Ending Date: December 2024			
Board Goals	Strategic Alignment	Resource(s) Needed	Timeline(s)	Desired Outcome(s)	End of Year Status
<p>Identify resources (e.g., book, podcast, article) that will help the board deepen its knowledge on (a) topics related to the strategic framework or (b) other topics of interest.</p> <ul style="list-style-type: none"> Resource 1: Book: Culturally Responsive Teaching and the Brain Resource 2: TBD if time allows 	Focus Area #2: Equitable Systems	Board identified resources	First half of 2024	Deeper understanding of different topics related to the strategic framework or other topics of interest.	Resource #1: Book study complete. Did not have time for a second resource.
<p>Engage in regular development sessions to better understand district professional development, best practices in board governance, and other topics of interest.</p> <ul style="list-style-type: none"> Topic 1: Supporting LGBTQIA+ Students, Families, and Staff Topic 2: Roberts Rules Topic 3: Governance vs Management Other potential topics <ul style="list-style-type: none"> Technology Use Effective Community Engagement (with a focus on underrepresented and 	<p>Topic 1: Focus Area #2: Equitable Systems</p> <p>Topic 2: Standards for School Board Leadership-Standard #1</p> <p>Topic 3: Standards for School Board Leadership-Standard #1, 3, and 4.</p>	Board Development meeting(s), internal and external content experts (TBD)	<p>Topic 1: FEB</p> <p>Topic 2: FEB</p> <p>Topic 3: FEB & APRIL</p>	Varies by topic.	<p>Topics 1 through 3 are complete.</p> <ul style="list-style-type: none"> Topic 1: Supporting LGBTQIA+ Students, Families, and Staff Topic 2: Roberts Rules Topic 3: Governance vs Management

**ISD 197 School Board Planning Committee:
2024 Continuous Improvement Goals for the School Board-Midyear Update**

Beginning Date: January 2024		Ending Date: December 2024			
Board Goals	Strategic Alignment	Resource(s) Needed	Timeline(s)	Desired Outcome(s)	End of Year Status
marginalized communities) ○ Chronic Absenteeism					
Update the Planning Committee charge statement to explicitly lay out intended collaboration around political advocacy with partner organizations (for example Dakota County, MSBA, AMSD, and MASA).	Standards for School Board Leadership -Standard #5	Planning Committee and Board development meeting(s)	EOY	Define and expand our political advocacy partnerships.	Complete
Create a written document detailing the roles and expectations of board members in their school and committee liaison roles.	Standards for School Board Leadership -Standards #1 and #5	TBD - Board chair will assign to one of the two committees or the board as a whole.	August 2024	Create clarity around the role of a school liaison	Complete
Design a 197 T-Shirt that helps community members identify Board members and feel welcome and encouraged to engage in conversation.	Standards for School Board Leadership -Standards #5	TBD - Board chair will assign to one of the two committees or the board as a whole, with support of the district communication staff.	August 2024	Increase awareness of the Board and encourage dialogue with the community.	Complete

TO: School Board Members

FROM: Byron Schwab, Chair of Board Results Committee

DATE: December 9, 2024

RE: Summary of 2024 School Board Self-Evaluation

BACKGROUND:

Annually, the ISD 197 School Board and Superintendent complete a self-evaluation. Board members and the Superintendent completed the self-evaluation by Friday, October 18, 2024. Results were compiled, shared, and discussed during a board development session on Monday, November 11, 2024. Here is a summary and highlights from the 2024 School Board Self Evaluation in which the board and Superintendent responded and rated themselves in five different competencies on a scale from strongly agree to strongly disagree.

#1 Board's performance in developing and maintaining a trusting relationship between the Board and the Superintendent and individual board members and the need for ongoing open and honest communication and collaboration. Rating 50% strongly agree, and 50% agree.

#2 Board's performance in working with the Superintendent to formulate district policy, defining mutual expectations of performance with the Superintendent, and demonstrating good school governance to all district stakeholders. Rating 75% strongly agree, and 25% agree.

#3 Board's performance in understanding and the modeling of appropriate value systems, ethics, and moral leadership. Rating 87.5% strongly agree, and 12.5% agree.

#4 Board's performance in developing each board member's understanding of broad educational issues, trends, and best practices. Rating 57.14% strongly agree, and 28.57 % agree.

#5 Board's performance in thoughtfully planning for the future and regularly making necessary adjustments to ensure continuous progress toward achieving stated goals. Rating 87.5% strongly agree, and 12.5% agree.

Major conclusions as areas of strength in all competencies: ISD 197 School Board is a positive, respectful, and collegial board that operates in a productive, effective, and efficient manner to keep learning, innovation, and student success at the center of our responsibilities.

Major conclusions as areas of further development or improvement in all competencies: There is a strong desire to have a deeper understanding of the use of data and various educational topics to be more effective, efficient, and empathetic leaders for District 197 and our broader community.

RECOMMENDED RESOLUTION:

No resolution needed. This is an update only.