1. Call to Order, Roll Call

2. Agenda Adjustments

3. Announcements, Comments

4. Community Input

5. Consent Agenda
   a. Minutes - Board Meeting of February 24, 2020
   b. Payment of Bills
   c. Personnel - Resignations, Appointments, Reductions
   d. Gifts
   e. Suburban Ramsey Family Collaborative Fairview Lease Renewal

6. Reports and Non-Action Items

7. Action Items
   a. Policy 400: Acceptable Use (reviewed) Second Reading

8. Study Session Report
   Reporting: Director Johnson

9. Board Reports

Adjournment

All meetings are open to the public. Portions of the meeting may be closed if indicated on the agenda.
Chair Mike Boguszewski called the school board meeting to order at 6:30 p.m. Board members present: Todd Anderson, Mike Boguszewski, Curtis Johnson, Frank Shaw. Board members absent: Rose Chu, Kitty Gogins. Also present: Aldo Sicoli, superintendent of schools, and approximately thirty-five other visitors or staff who attended all or part of the meeting.

Announcements. The Minnesota State High School League Triple A Award recipients were recognized for excellence in the classroom, athletics, and fine arts. Members of the Nordic ski and gymnastics teams were recognized for competing in state tournaments. Student representatives from Edgerton Elementary School gave a brief presentation about their Samsung Solve for Tomorrow Contest submission, which was a state-level finalist and earned them entry into the second round of competition.

Consent Agenda. Shaw moved, Johnson seconded acceptance of the consent agenda including the minutes of the regular school board meeting on February 11, 2020; payment of bills; resignations, appointments, reductions, adjustments; and gifts. Motion carried unanimously.

Retirements. Anderson moved, Johnson seconded the retirements of Michael Holmes and Vanessa Imholte with appreciation. Motion carried unanimously.

American Indian Program Report. Dr. Michael Favor, assistant superintendent, April Thompson, American Indian cultural liaison, and members of the American Indian Parent Advisory Committee presented information about the district’s American Indian Education program.

Policy 400: Acceptable Use (reviewed) First Reading. Shari Thompson, director of business services, reviewed Policy 400: Acceptable Use as a first reading.


American Indian Education Transmittal of Resolution and Parent Committee Roster. Johnson moved, Anderson seconded acceptance of the American Indian Education transmittal of resolution and parent committee roster. Motion carried unanimously.


2020-2023 Achievement and Integration Plan and 2020-2021 Budget. Johnson moved, Anderson seconded approval of the district’s 2020-2023 Achievement and Integration plan and 2020-2021 budget. Motion carried unanimously.
(56) **2020-2021 Final and 2021-2022 Draft Calendars.** Shaw moved, Anderson seconded approval of the 2020-2021 final and 2021-2022 draft school year calendars. Motion carried unanimously.

(57) **Education Minnesota Roseville Contract 2019-2021.** Shaw moved, Johnson seconded approval of the 2019-2021 contract with Education Minnesota Roseville. Motion carried unanimously.


(59) **Study Session Report.** Shaw moved, Anderson seconded a motion to table the study session report until the February 24 meeting. Motion carried unanimously.

**Board Reports.** Todd Anderson saw a performance at Roseville Area High School for African American History Month and attended an Equity Alliance MN board meeting. Frank Shaw shared information about the upcoming Central Park Elementary School Read Around the Park event. Curtis Johnson attended Jazz Night Out, Concert Band performances, Soup Day at RAHS, and the Northeast Youth and Family Services Service to Youth Awards ceremony. He also mentioned an upcoming concert by Tonic Sol-fa at RAHS on February 28. Mike Boguszewski reminded everyone of the next Special Education Advisory Committee meeting on February 27.

**Superintendent’s Report.** Superintendent Sicoli gave a brief facilities update and shared that the RAHS E-wing open house is scheduled for April 23. He attended the Career Café at Roseville Area Middle School, the African American Parent Involvement Day program at Central Park Elementary, and the Northeast Youth and Family Services Service to Youth award ceremony. He also recognized school board members for their service to the district in honor of School Board Recognition Week.

The Chair declared the meeting adjourned at 8:09 p.m.

Signed

Clerk

Approved

Chair

February 24, 2020
Roseville Area Schools-- ISD #623

Meeting Date: March 17, 2020

PAYMENT OF BILLS:
-February 1 - February 15, 2020
That bills in the amount of: $5,863,475.80 by the following funds be approved:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>GENERAL</td>
<td>$5,259,248.34</td>
</tr>
<tr>
<td>FOOD SERVICE</td>
<td>$192,019.77</td>
</tr>
<tr>
<td>COMMUNITY SERVICE</td>
<td>$286,364.38</td>
</tr>
<tr>
<td>BUILDING FUND</td>
<td>$0.00</td>
</tr>
<tr>
<td>DEBT FUND</td>
<td>$3,300.00</td>
</tr>
<tr>
<td>READING RECOVERY</td>
<td>$0.00</td>
</tr>
<tr>
<td>AMSD</td>
<td>$12,755.87</td>
</tr>
<tr>
<td>CPEB DEBT</td>
<td>$0.00</td>
</tr>
<tr>
<td>CENTRAL INS FUND</td>
<td>$46,758.73</td>
</tr>
<tr>
<td>NO SUBURBAN COLLABORATIVE</td>
<td>$63,028.71</td>
</tr>
<tr>
<td>EXTRA CURRICULAR-STU ACTIVITY</td>
<td>$37,292.10</td>
</tr>
</tbody>
</table>

RECOMMENDATION: That above payments are included in check numbers:

<table>
<thead>
<tr>
<th>Description</th>
<th>Check No.</th>
<th>Through Check No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>WIRE TRANSFERS</td>
<td>201900324</td>
<td>201900342</td>
</tr>
<tr>
<td>CHECKS</td>
<td>327466</td>
<td>327649</td>
</tr>
<tr>
<td>COMMERCE A/P CHECKS</td>
<td>9591</td>
<td>9973</td>
</tr>
<tr>
<td>ACH A/P</td>
<td>192010957</td>
<td>192011014</td>
</tr>
<tr>
<td>EXTRA CURR-STU ACTIV</td>
<td>34577</td>
<td>35041</td>
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PAYMENT DISTRIBUTION BY FUND:

<table>
<thead>
<tr>
<th>Description</th>
<th>GENERAL</th>
<th>FOOD SERVICE</th>
<th>COMMUNITY SERVICE</th>
<th>BUILDING CONSTRUCT</th>
<th>DEBT FUND</th>
<th>Delta Dental Self Insured</th>
<th>28-RR Fiscal Agent</th>
<th>29-AMSD Fiscal Agent</th>
<th>OPEB SCHLSHP</th>
<th>N SUB COLL</th>
<th>EXTRA CURR-STU ACTIVITY</th>
<th>TOTAL DISBURSEMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>WIRE TRANSFERS</td>
<td>$2,472,010.34</td>
<td>$30,530.90</td>
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<td>$3,300.00</td>
<td>$46,758.73</td>
<td>$3,612.15</td>
<td>$83,028.71</td>
<td>$37,292.10</td>
<td>$2,656,709.96</td>
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<tr>
<td>CHECKS</td>
<td>$1,196,234.74</td>
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<td></td>
<td>$638.17</td>
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<td>$25,516.18</td>
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<td>COMMERCE A/P</td>
<td>$19,253.05</td>
<td>$5,875.72</td>
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<td>$1,771,977.45</td>
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<tr>
<td>ACH A/P</td>
<td>$5,779.93</td>
<td>$177.50</td>
<td>$166.93</td>
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<td>$1,382.27</td>
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<tr>
<td>TRANSFER TO P/R</td>
<td>$1,566,635.38</td>
<td>$57,084.35</td>
<td>$139,782.17</td>
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<td></td>
<td></td>
<td>$8,505.55</td>
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</tr>
<tr>
<td>VOID CHECKS</td>
<td>(6355 10)</td>
<td>(541 95)</td>
<td>(855 22)</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td>$5,259,248.34</td>
<td>$192,019.77</td>
<td>$286,364.38</td>
<td>$3,300.00</td>
<td>$46,758.73</td>
<td>$0.00</td>
<td>$12,755.87</td>
<td>$0.00</td>
<td>$63,028.71</td>
<td>$37,292.10</td>
<td>$5,900,767.90</td>
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</table>

January 1, 2020

<table>
<thead>
<tr>
<th>Description</th>
<th>Balance 1/1 to 1/31</th>
<th>Revenue 1/1 to 1/31</th>
<th>Disbursements 1/1 to 1/31</th>
<th>Balance Remaining as of 1/31/20</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash &amp; Investments Balance</td>
<td>$94,821,234.66</td>
<td>$10,000,152.70</td>
<td>$14,590,729.61</td>
<td>$90,230,657.75</td>
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BOND CONSTRUCTION FUNDS

RECOMMENDATION: The above disbursements include check numbers:

<table>
<thead>
<tr>
<th>Description</th>
<th>Check No.</th>
<th>Through Check No.</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>CHECKS February 1 -</td>
<td>100775</td>
<td>100851</td>
<td>$3,633,840.24</td>
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**RECOMMENDATION:** That investments in the amount of: $0.00 be approved

**INVESTMENT DETAIL:**

<table>
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<tr>
<th>Bank</th>
<th>Purchase Date</th>
<th>Type of Purchase</th>
<th>Interest Rate</th>
<th>Date of Maturity</th>
<th>Amount of Purchase</th>
<th>Record Number</th>
<th>Interest Earnings</th>
<th>Value at Maturity</th>
</tr>
</thead>
</table>

CPCD: COMMERCIAL PAPER/CERTIFICATE OF DEPOSIT
CD: CERTIFICATE OF DEPOSIT
RP: REPURCHASE AGREEMENT

Total: $0.00 $ - $ -
**New Personnel-Licensed Long Term Sub**

<table>
<thead>
<tr>
<th>Name</th>
<th>Institution</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Gay, Ni Thaw</td>
<td>Roseville Area Middle School</td>
<td>E L Teacher</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hired working 1.0 FTE effective March 16, 2020.</td>
</tr>
<tr>
<td>Latz, Katherine</td>
<td>Fairview Community Center</td>
<td>E C S E Teacher</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hired working 1.0 FTE effective January 17, 2020.</td>
</tr>
</tbody>
</table>

**New Personnel-Non-Licensed Staff**

<table>
<thead>
<tr>
<th>Name</th>
<th>Institution</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mccluskey, Craig</td>
<td>Roseville Area High School</td>
<td>Custodian Cleaner</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hired working 8 hrs/day effective March 3, 2020.</td>
</tr>
<tr>
<td>Ponsolle, Michael</td>
<td>Roseville Area Middle School</td>
<td>Activities Director</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hired working 8 hrs/day effective March 16, 2020.</td>
</tr>
<tr>
<td>Schmidt, Amy</td>
<td>Roseville Area High School</td>
<td>Paraprofessional</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hired working 7 hrs/day effective March 5, 2020.</td>
</tr>
<tr>
<td>Wright, Brian</td>
<td>Roseville Area High School</td>
<td>Custodian Cleaner</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Hired working 8 hrs/day effective March 2, 2020.</td>
</tr>
</tbody>
</table>

**Resignation-Non-Licensed**

<table>
<thead>
<tr>
<th>Name</th>
<th>Institution</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kunselman, Norman</td>
<td>Fairview Community Center</td>
<td>Community Ed Manager</td>
</tr>
<tr>
<td>Wolhowe, Matthew</td>
<td>Roseville Area Middle School</td>
<td>Custodian Cleaner</td>
</tr>
</tbody>
</table>

**Retired-Licensed**

<table>
<thead>
<tr>
<th>Name</th>
<th>Institution</th>
<th>Position</th>
</tr>
</thead>
<tbody>
<tr>
<td>Knutsen, Nancy</td>
<td>Falcon Heights Elementary</td>
<td>Elementary Teacher</td>
</tr>
</tbody>
</table>
Thompson, Julie  
Falcon Heights Elementary  
Elementary Teacher  

<table>
<thead>
<tr>
<th>SCHOOL BUILDING</th>
<th>NAME/ADDRESS OF DONOR</th>
<th>GIFT</th>
<th>USE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Central Park Elementary School</td>
<td>DonorsChoose 134 W 37th St, 11th Floor New York, NY 10018</td>
<td>Books and Resource Materials</td>
<td>Classroom Projects</td>
</tr>
<tr>
<td>Parkview Center School</td>
<td>Anonymous</td>
<td>TV Monitor</td>
<td>Pre-K Program</td>
</tr>
<tr>
<td>Roseville Area High School</td>
<td>Heuring Commercial Decorating Inc. 468 Judith Ave St. Paul, MN 55105</td>
<td>$250.00</td>
<td>RAHS Trap Team</td>
</tr>
<tr>
<td>Roseville Area High School</td>
<td>Janet and Thomas Thul 635 Heinel Dr Roseville, MN 55113</td>
<td>$300.00</td>
<td>RAHS Trap Team</td>
</tr>
<tr>
<td>Roseville Area High School</td>
<td>John Dalnes Masonry Inc. 17800 Halas St NW Ramsey, MN 55303</td>
<td>$250.00</td>
<td>RAHS Trap Team</td>
</tr>
<tr>
<td>Roseville Area High School</td>
<td>MN WI Chapter FNAWS Wild Sheep Foundation 1806 Aspen Court Northfield, MN 55057</td>
<td>$2,000.00</td>
<td>RAHS Trap Team</td>
</tr>
<tr>
<td>Roseville Area High School</td>
<td>NWTF North Metro Longbeards Chapter c/o Don Gamboni 2980 Linden Dr New Brighton, MN 55112</td>
<td>$350.00</td>
<td>RAHS Trap Team</td>
</tr>
<tr>
<td>Roseville Area High School</td>
<td>Eugene F. Crandall 1397 Belmont Lane W Roseville, MN 55113</td>
<td>$500.00</td>
<td>RAHS Trap Team</td>
</tr>
<tr>
<td>Roseville Area High School</td>
<td>Heather and Reece Holbrook 969 Edgewater Ave St. Paul, MN 55126</td>
<td>$500.00</td>
<td>Jazz Program</td>
</tr>
<tr>
<td>Organization</td>
<td>Contact Information</td>
<td>Amount</td>
<td>Purpose</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>--------------------------------------------------------------------------------------</td>
<td>----------</td>
<td>------------------------------</td>
</tr>
<tr>
<td>Roseville Area High School</td>
<td>RAHS Dance Booster Club 690 County Rd C W Roseville, MN 55113</td>
<td>$684.00</td>
<td>Dance Team</td>
</tr>
<tr>
<td>Roseville Area High School</td>
<td>Roseville Boys Backcourt Club 1240 County Rd B2 W Roseville, MN 55113</td>
<td>$8,000.00</td>
<td>Additional Coaches</td>
</tr>
<tr>
<td>Roseville Area High School</td>
<td>RAHS Boys Hockey Boosters 2604 Snelling Curve Roseville, MN 55113</td>
<td>$4,808.00</td>
<td>Additional Coach</td>
</tr>
<tr>
<td>Roseville Area Middle School</td>
<td>Diane Hilden 466 Bayview Dr Roseville, MN 55113</td>
<td></td>
<td>Sewing Machine, Classroom Use</td>
</tr>
<tr>
<td>Roseville Area Schools</td>
<td>James and Mary Foley 2717 Merrill St. Roseville, MN 55113</td>
<td>$500.00</td>
<td>Meals on Wheels</td>
</tr>
<tr>
<td>Roseville Area Schools</td>
<td>Maryann Kozlak 410 3rd Ave NE Minneapolis, MN 55413</td>
<td>$500.00</td>
<td>Roseville Area Senior Program</td>
</tr>
</tbody>
</table>
Agenda Topic: Suburban Ramsey Family Collaborative Fairview Lease Renewal
Meeting Date: March 17, 2020
Contact Person: Karen Schaub

Background:

Roseville Area Schools leases space at Fairview Community Center to various organizations. The Suburban Ramsey Family Collaborative will be continuing their lease of space at Fairview. The renewal will run from July 1, 2020, through April 30, 2021.

<table>
<thead>
<tr>
<th>Year</th>
<th>Agency</th>
<th>Room #</th>
<th>Approx. Square Feet</th>
<th>Rent Term</th>
<th>Rent Rate</th>
<th>Annual Rent</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020-2021</td>
<td>Suburban Ramsey Family Collaborative</td>
<td>218 + storage</td>
<td>281</td>
<td>July 2020 – April 2021</td>
<td>$12.20 per sq ft</td>
<td>$2,856.85</td>
</tr>
</tbody>
</table>

Recommendation:

It is recommended that the Fairview lease renewal for the Suburban Ramsey Family Collaborative for 2020-2021 be approved.

XX Action Required ______ Informational – No Board Action Requested
Real Property Lease Agreement Between
INDEPENDENT SCHOOL DISTRICT NO. 623
Roseville Area Schools
and
Suburban Ramsey Family Collaborative

This lease agreement made and entered into by and between INDEPENDENT SCHOOL DISTRICT NO. 623, Roseville, Minnesota, a political subdivision under the laws of the State of Minnesota, whose address is 1251 County Road B-2 West, Roseville, Minnesota 55113, hereinafter referred to as “Lessor”, and, Suburban Ramsey Family Collaborative, a non-profit agency, under the laws of the State of Minnesota, hereinafter referred to as “Lessee”, whose address is 1910 County Road B West, Roseville, MN 55113.

In consideration of the mutual covenants and promises contained herein and other good and valuable consideration, the Lessor hereby leases to Lessee, and the Lessee leases from Lessor, the premises hereinafter described, for the period, at the rental and upon the terms and conditions hereinafter set forth:

1. **Description of Premises:** The Lessor hereby leases to the Lessee, and the Lessee leases from the Lessor, those certain premises (hereinafter referred to as the “lease premises” or “premises”) described in Exhibit A attached hereto and incorporated herein by reference and entitled “Lease Premises”, identified as room 218 in the Fairview Community Center, 1910 County Road B West, Roseville, Minnesota 55113.

   The lease premises consist of approximately 281 square feet, not including the parking area or common areas. The real property upon which the leased premises is situated is described in Exhibit B attached hereto and incorporated herein by reference and entitled “Legal Description of the Property”.

2. **Lease Term:** The term of this lease shall be for a period of ten months, commencing on the first day of July, 2020, and expiring on the last day of April, 2021.

3. **Rent:** The Lessee covenants to pay rent to Lessor, without demand, at Lessor’s office hereinafter designated, or at such other place as Lessor may from time to time designate in writing, the sum described in Exhibit B for the term of this lease. The rental payments will be absolute and unconditional in all events and will not be subject to any set-off, defense, counterclaim or recoupment for any reason whatsoever.

   Rent shall be paid in monthly installments during the full term hereof payable in advance of the first day of each and every calendar month, as described in Exhibit B. Monthly installments shall be payable and delivered to:
   
   INDEPENDENT SCHOOL DISTRICT NO. 623
   Attention: Business Manager
   1251 County Road B-2 West
   Roseville, MN 55113

4. **Utilities and Other Expenses:** All operating and utility costs including, but not limited to, charges for water, gas, heat, electricity, power, sewer service charges and sewer rentals and all other such services or utilities used in, upon or about the building or facility within which the Leased Premises is situated, are included and a part of the rent costs set forth in Section 3.
5. Termination:

A. If this Lease is terminated early under any provision of this lease agreement, and Lessee has paid rent for any time beyond the date of early termination, Lessor shall refund such overpayment to Lessee.

B. Either party shall have the right to terminate this lease without cause upon giving not less than sixty (60) days written notice of termination to the other, i.e. said lease shall terminate at the end of the second full month following the month in which said notice is given.

In the event of such termination, Lessee shall have no further obligation to make further rental payments, except as to such unpaid rents as accrue or accrued during Lessee’s occupancy of the premises.

C. It is further understood and agreed that in the event that reimbursement to the Lessee from state and federal sources is not obtained or continued at a level sufficient to allow for the continued operation of the Program, the Lessee shall have the right to give written notice to Lessor of such condition, in which case the obligation of each party hereto shall be immediately canceled, other provisions of this lease agreement notwithstanding.

In the event of such termination, Lessee shall have no further obligation to make further rental payments except as to such unpaid rents as accrue or accrued during Lessee’s occupancy of the premises.

6. Permitted Use: The premises shall be used by the Lessee solely for the following purposes: General office space for Suburban Ramsey Family Collaborative a non-profit agency.

The Lessee shall not use nor permit the use of the premises or any portion thereof, for any other purpose whatsoever, without first obtaining the Lessor’s written consent.

7. Applicable Codes, Ordinances and Conditions:

A. At its own expense the Lessee agrees to comply with all codes, ordinances, rules, regulations and conditions applicable to the leased premises.

B. The Lessor makes no representations or warranties that the leased premises are zoned for the use contemplated by the Lessee. The Lessee shall have the sole responsibility for and shall bear the cost of obtaining such permit or use classification as is required by law for Lessee’s intended use of the leased premises. The Lessee agrees that the premises will be used only for the purposes specified in Section Seven (7) of this lease agreement.

C. The Lessee shall not keep, permit or allow any non-prescribed drugs nor any liquors or beverages of any intoxicating nature or tendency to be sold, kept or tolerated on the leased premises.

(1) that it will comply with all applicable federal and state environmental laws and regulations in connection with its use and occupancy of the property.
(2) that it will not store, treat, refine, or dispose of any toxic or hazardous substances above or below the premises during its leasehold

(3) that it will indemnify and hold harmless the Lessor against any claim, liability, damage, costs, penalties, or fines which Lessor may be subjected to as a result of the Lessee’s use of the property in violation of applicable federal or state environmental laws and regulations; provided, however, that Lessee shall not, in any event, be responsible for any discharge, disposal, or storage of any toxic or hazardous substances which occurred prior to Lessee’s possession of the premises.

8. Rules and Regulations, Build Out, Alterations, Repair and Maintenance:

A. Rules and Regulations: The Lessee shall at all time during the term of this lease, at its sole cost and expense:

(1) Furnish, install and maintain in the leased premises all of Lessee’s property necessary for Lessee’s use;

(2) Maintain the leased premises in a clean, neat, sanitary and orderly condition;

(3) Lessee shall not, without the prior written consent of all insurance companies which have issued any insurance of any kind whatsoever pursuant to any provision of this lease, sell, or suffer or permit to be kept, used or sold in, upon or about the premises any substance or material of an explosive, inflammable, radiological or toxic nature, in such quantities which may be prohibited by any such insurance policy, or which may endanger any part of the premises or its occupants, business patrons or invitees;

(4) Comply with all governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the premises or Lessor’s use thereof;

(5) Refrain from burning any trash, papers or garbage of any kind in or about the premises;

(6) Store all trash and garbage within the leased premises in metal containers so as not to create or permit any health or fire hazard, and arrange for the prompt and regular removal thereof;

(7) Refrain from using or permitting the use of the leased premises or any portion thereof as living quarters, sleeping quarters or lodging rooms;

(8) Refrain from bringing or harboring any dogs, cats, birds or other animals in or upon the premises unless properly caged or contained so as not to contaminate or effect waste on the premises;

(9) Refrain from committing or suffer to be committed any waste upon the premises.
B. Alterations: Lessee shall not make or suffer to be made any structural changes, alterations, modifications or additions to the leased premises or any part thereof without the express written consent of Lessor. In the event Lessee desires to make any change, alteration, modification or addition in or to the leased premises, Lessee shall submit to Lessor complete plans and specifications regarding such change, alteration, modification or addition. Lessee agrees that no change, alteration, modification or addition in or to the leased premises shall be commenced until such time as the complete plans and specifications have been submitted to the Lessor and Lessor has provided Lessee with written consent to said change, alteration, modification, or addition. Any changes, alterations, modifications or additions in or to the leased premises shall be at Lessee’s sole cost and expense and, except for Lessee’s trade fixtures, equipment and furnishings, shall become at once a part of realty and be the sole property of Lessor. If, during, the term herein, any change, alteration, modification, addition or correction shall be required by any law, rule or regulations or any governmental authority to be made in or to the leased premises or any portion thereof, Lessor shall be given notice thereof and any such change, alteration, modification, addition or correction shall then be made by Lessee at its sole cost and expense. There shall be no rental payment abatement during any period of construction or alternations to the leased premises.

C. Repair and Maintenance: The Lessee’s acceptance of the leased premises shall constitute conclusive evidence that the premises were, as of that date, in good, clean and tenantable condition, and as otherwise represented by Lessor.

The Lessee shall maintain the premises and the property furnished under this lease in good repair and tenantable condition.

D. Additional Lessor Services: Lessor agrees to provide to Lessee as part of the base rental consideration the following services:

1. Minimum custodial services in respect to the Leased Premises. Said custodial services shall be limited to basic dusting, trash pickup and vacuuming.

2. Maintenance of the outside grounds.


4. Parking facilities.

5. The leased premises contain window-mounted air conditioning units or central air conditioning. These units will be maintained by Lessor. Lessee must notify Lessor by telephone (the provisions of paragraph 20 (E) notwithstanding) of units which must be repaired or replaced.

If Lessee desires to increase the capacity of the air conditioning in the leased premises that are provided with window-mounted units, Lessee may request the installation of additional air conditioning units.
At Lessor’s option, these additional units may be installed by Lessor’s staff. The cost of additional units, wiring, window treatments, time and labor, and any other costs, shall be paid to Lessor by Lessee within 30 days of installation.

Lessor shall determine the specifications of additional units to be installed. Any additional units installed under this provision shall be and shall remain the property of Lessor.

E. **Additional Conditions:** Subject to the rules and regulations of Lessor, the following may be available to Lessee:

1. Classrooms, boardrooms, gymnasium and/or multi-purpose rooms may be available to the Lessee on a scheduled basis upon terms and conditions established by Lessor. See Exhibit C.

2. Additional custodial services in respect to the lease premises beyond the minimal custodial services described in Section B above may be made available by Lessor to Lessee at the sole cost and expense of Lessee. Lessor shall bill Lessee for any such additional custodial services at rates established by Lessor from time to time and payment shall be due from Lessee within ten (10) days after billing.

3. Custodial assistance will be limited to 2 hours per day per building for a boiler safety check, when the district is not in session. Any additional hours requested by the lessee shall be charged to the lessee with payment due upon receipt of invoice. A school calendar will be provided the lessee upon its adoption by the School Board.

4. When the District is not in session during the weekday, Lessor will provide a building aide to monitor the building until Noon. Any time required after that hour will be invoiced to the Lessee with payment due upon receipt of invoice.

9. **Abandonment and Surrender of Premises:**

A. **Surrender of Premises:** Upon the expiration or sooner termination of the term of this lease, Lessee shall, at its sole cost and expense, remove its interior and exterior signs and all of its movable trade fixtures and equipment, and other items which are hereinafter referred to as "Lessee’s property" from the premises and repair all damage thereto resulting from such removal and Lessee shall thereupon surrender the premises in the same good and clean condition that they were on the commencement date, reasonable wear and tear excepted.

Lessee shall remove Lessee’s property from the premises in the manner aforesaid immediately upon expiration or sooner termination of this lease agreement.

In the event Lessee shall fail to remove any of Lessee’s property as provided herein, Lessor may, but is not obligated to, at Lessee’s expense, remove all of Lessee’s property not so removed and repair all damage to the premises resulting from such removal.
B. **Abandonment:** Lessee shall not abandon or vacate the premises at any time during the term hereof. If Lessee shall abandon, vacate or otherwise surrender the premises, or be dispossessed thereof by process of law or otherwise, the same shall constitute a default under this lease on the part of the Lessee.

10. **Hold Over:** In the event Lessee shall hold over or remain in possession of the leased premises after expiration or termination of this lease agreement without the written consent of the Lessor, Lessee shall be obligated for the rent which Lessee was obligated to pay for the month immediately preceding the end of the term of this lease agreement for each month or any part thereof of any such hold over period.

In the event of any unauthorized holding over, Lessee shall indemnify the Lessor against all claims for damages by any other Lessee to whom the Lessor may have leased all or any part of the leased premises covered hereby effective upon the termination of this lease agreement.

11. **Quiet Possession:** The Lessor agrees that the Lessee upon paying the rentals and other payments herein required, and upon Lessee’s performance of all of the provisions, covenants and conditions of this lease on its part to be kept and performed, may quietly have, hold and enjoy the premises during the term of this lease.

12. **Nuisance:** Lessee agrees to conduct its business and operations and control its agents, employees, invitees and visitors in such manner as not to create any nuisance, or interfere with, annoy or disturb any other Lessee or the Lessor in its operation of the premises.

13. **Fire or Other Casualty:** In the event of a fire or other casualty in the leased premises, Lessee shall immediately give notice thereof to Lessor. If the leased premises, through no fault of Lessee, its agents, employees, invitees or visitors, shall be damaged or partially destroyed by fire or other casualty so as to render the leased premises all or partially untenant, the lessor shall have the right to terminate this lease agreement, provided it gives written notice thereof to lessee within ninety (90) days after such damage or destruction. If the lessor does not expect to terminate this section, the rental herein shall be proportionately abated thereafter until such time as the leased premises are made tenable.

In the event of the total destruction of the leased premises without fault or neglect of the Lessee, its agents, employees, invitees, or visitors, or from such cause the same shall be so damaged that Lessor shall decide not to rebuild, then all rent owed up to the time of such destruction shall be made by Lessee and this lease agreement shall terminate.

14. **Hold Harmless:** Lessor, its agents, and representatives shall not be liable to Lessee, or Lessee’s agents, servants, employees, customers, invitees, or visitors for any damage to person or property caused by any act, omission or neglect of Lessee, and Lessee agrees to hold Lessor harmless from all claims for any such damage.

15. **Insurance and Liability:**

A. **Liability:** At all times during the term and renewal term of this lease, Lessee shall keep in full force and effect at its expense a policy or policies of liability insurance with respect to the leased premises and the concessionaire, including insurance coverage for any alternations to
leased premises, with companies licensed to do business in the State of Minnesota and approved by Lessor, in which the Lessor shall be an additional named insured and which shall provide adequate coverage under reasonable limits of liability of the following amounts, or as otherwise provided by Minnesota Statutes, Chapter 466, which statutory provisions shall control:

(1) Not less than Three Hundred Thousand Dollars ($300,000) for injury or death to any one person;

(2) One Million Dollars ($1,000,000) for injury or death to more than one person resulting from one occurrence.

(3) One Hundred Thousand Dollars ($100,000) for damage to property.

B. **Property Insurance:** Lessee shall be responsible for obtaining insurance on its trade fixtures, equipment, supplies, fixtures, furnishings including furniture, carpeting, wall coverings, drapes and other personal property owned by Lessee and located upon the leased premises.

C. **Waiver of Subrogation:** To the extent such waiver does not void or diminish the coverage under any policy, and only as permitted under Minnesota law, Lessor and Lessee hereby waive any rights each may have against the other on account of any loss or damage occasioned to Lessor or Lessee, as the case may be, or their respective property, to the extent such loss or damage is covered by insurance by either Lessor or Lessee.

D. **Certificates of Insurance:** A certificate issued by the insurance carrier for each policy of insurance required to be maintained by Lessee hereunder shall be delivered to the Lessor on or before the commencement date hereof and thereafter, as to policy renewals, thirty (30) days prior to the expiration of the term of each such policy.

Each of said certificates of insurance and each such policy of insurance required to be maintained by Lessee hereunder shall expressly evidence insurance coverage as required by this lease (including an express waiver of any and all rights of subrogation hereunder whatsoever against Lessor, its officers, agents and employees as hereunder) and shall contain an endorsement or provisions requiring not less than ten (10) days written notice to Lessor prior to the cancellation, diminution in the perils insured against, or reduction of the amount of coverage of the particular policy in question. Said Certificates of Insurance shall meet statutory requirements.

E. Nothing in this lease agreement shall constitute a waiver by the Lessor or Lessee of any statutory limits or exceptions on liability.

16. **Eminent Domain:**

A. **Entire Premises:** If all or substantially all of the leased premises shall be taken by any public authority under the power of eminent domain, then the term of this lease shall cease as of the day possession shall be taken by such public authority.
B. **Partial Taking:** If there is a partial taking of the leased premises under eminent domain, both Lessee and Lessor, at the sole option of either, shall have the right to terminate this lease. Either party shall notify the other in writing within ten (10) days after such taking of their election to terminate. If neither party elects to terminate pursuant to this section, all of the terms herein provided shall continue in effect, except that the rent shall be reduced in proportion to the amount of the premises taken and Lessor shall at its own cost and expense make all necessary repairs or alterations to the basic building and interior work so as to constitute the remaining leased premises a complete architectural unit.

C. **Damages:** If the leased premises or any portion thereof shall be taken condemned for any public purpose to such an extent as to render the leased premises untenanted, this lease agreement shall, at the option of either party, forthwith cease and terminate. It is agreed that all proceeds from any taking or condemnation of the leased premises shall belong to and be paid to the Lessor.

17. **Default by Lessee:** If default shall be made in the payment of any sum to be paid by Lessee under this lease agreement, and default shall continue for ten (10) days, or default shall be made in the performance of any of the other covenants of conditions which Lessee is required to observe and to perform, and such default shall continue for twenty (20) days, or if the interest of Lessee under this lease agreement shall be levied on under execution or other legal process, or if any petition shall be filed by or against Lessee to declare Lessee as bankrupt or to delay, reduce or modify Lessee’s debts or obligations, or if any petition shall be filed or other action taken to reorganize or modify Lessee’s capital structure if Lessee be a corporation or other entity, or if Lessee be declared insolvent according to law, or if any assignment of Lessee’s property shall be made for the benefit of creditors, or if a receiver or trustee is appointed for Lessee or its property, or if Lessee shall abandon the leased premises during the term of this lease agreement or any renewals or extension thereof, then Lessor may treat the occurrence of any one or more of the foregoing events as a breach of this lease agreement, provided that no such levy, execution, legal process or petition filed against Lessee shall constitute a breach of this lease agreement if Lessee shall vigorously contest the same by appropriate proceedings and shall remove or vacate the same within sixty (60) days from the date of its creation, service or filing and thereupon, at Lessor’s option, Lessor may have any one or more of the following described remedies in addition to all other rights and remedies provided at law or in equity:

A. Lessor may terminate this lease agreement and forthwith repossess the leased premises and remove all persons or property therefrom, and be entitled to recover forthwith as damages a sum of money equal to the total of:

1. The cost of recovering the leased premises
2. The unpaid rent owed at the time of termination, plus interest thereon from due date at the maximum rate permitted by applicable law
3. The balance of the rent for the remainder of the term less the fair market rental value of the leased premises for said period
4. Any other sum of money and damages owed by Lessee to Lessor; or
B. Lessor may terminate Lessee's right of possession (but not the Lease Agreement) and may repossess the leased premises without demand or notice of any kind to Lessee, and without terminating this lease agreement, in which event Lessor may, but shall be under no obligation to do so, relet the same for the account of Lessee for such rent and upon such terms as shall be satisfactory to Lessor. For the purpose of such reletting Lessor is authorized to decorate or to make any repairs, changes, alterations or additions in or to the leased premises that may be necessary or convenient, and

(1) if Lessor shall fail or refuse to relet the leased premises; or

(2) if the same are relet and a sufficient sum shall not be realized from such reletting after paying the unpaid gross rental due hereunder earned but unpaid at the time of reletting plus interest thereon at the maximum rate permitted by applicable law, the cost of recovering possession, and all of the costs and expenses of such decorations, repairs, changes, alterations and additions and the expense of such reletting and of the collection of the rent accruing therefrom to satisfy the rent provided for in this lease agreement to be paid;

then Lessee shall pay to Lessor as damages a sum equal to the amount of the rental reserved in this lease agreement for such period or periods, or if the leased premises have been relet, Lessee shall satisfy and pay any such deficiency upon demand therefore from time to time and Lessee agrees that Lessor may file suit to recover any sums falling due under the terms of this article from time to time on one or more occasions without Lessor being obligated to wait until expiration of the term of this lease agreement; and that no delivery or recovery of any portion due Lessor hereunder shall be any amount not theretofore reduced to judgment in favor of Lessor, not shall such reletting be construed as an election on the part of the Lessor to terminate this lease agreement unless a written notice of such intention to be given to Lessee by Lessor. Notwithstanding any such reletting without termination, Lessor may at any time thereafter elect to terminate this lease agreement for such previous breach.

18. **Waiver:** Failure of Lessee or Lessor to declare any default immediately upon occurrence thereof, or delay in taking any action in connection therewith, shall not waive such default, but Lessor or Lessee shall have the right to declare any such default at any time thereafter.

19. **Miscellaneous:**

A. **Lessee Assignment and Subletting:** The lessee shall not assign, mortgage, pledge, or encumber this Lease of the leasehold estate hereby created or any interest therein, nor sublet the premises of any portion thereof, without the prior written consent of Lessor. In the absence of the express written consent of the Lessor, no assignment, mortgage, pledge, encumbrance, or subletting shall be deemed to be binding upon Lessor nor act as a release of Lessee from any of the provisions, covenants and conditions of this Lease.

B. **Lessor Sale or Assignment Permitted:** It is agreed that Lessor may at any time assign or transfer its interest as Lessor in and to this Lease, or any part thereof, and may at any time sell or transfer its interest in the fee of the premises, or its interest in and to the whole or any portion of the premises. Provided however, any such assignment or transfer shall be subject to this lease.
C. **Right of Access:** Lessor, and its authorized agents and representatives, shall be entitled to enter the premises during regular business hours following notice to Lessee for the purpose of inspecting the premises, repairing the premises or building and for such other purposes as the Lessor deems appropriate. The Lessor shall, in connection with the exercise of the foregoing right of access, use due diligence to cause as little inconvenience, disturbance or other damage or loss to Lessee as may be reasonably possible under the circumstances.

In addition to the foregoing, the Lessor, and its authorized agents and representatives, shall be entitled to enter the premises for the purpose of exhibiting the same to prospective purchasers or lessees following notice to Lessee in such manner as will not unreasonably interfere with Lessee's use.

Access to the premises will be provided to the Lessee during normal operating hours and for special activities as arranged with Lessor.

D. **Estoppel Certificate and Subordination:** The Lessee agrees at any time(s) during the term of this Lease, and within ten (10) days after demand therefore by Lessor, to execute and deliver to Lessor or to any proposed mortgagee, trustee, beneficiary or purchaser, a certificate in recordable form certifying that this lease is in full force and effect and that there are no defenses or offsets thereto, or, stating such defenses or offsets as are claimed by Lessee, and the dates to which all rentals have been paid.

The Lessee agrees upon request of Lessor to subordinate this lease and its rights hereunder to the lien of any mortgage, or other encumbrance, together with any conditions, renewals, extensions, or replacements thereof, and to execute and deliver upon request by Lessor, such documents as may be required to effectuate such subordination; provided, however, that Lessee shall not be required to effectuate such subordination, unless the mortgagee or other encumbrancee shall first agree in writing, for the benefit of the Lessee, that so long as Lessee is not in default under any of the provisions, covenants or conditions of this lease, that neither this lease nor any of the rights of Lessee hereunder shall be terminated or modified or be subject to termination or modification other than as provided for in the lease, nor shall Lessee's possession of the premises be disturbed or interfered with, by any action or proceeding to foreclose said mortgage or other encumbrance.

E. **Notices:** Any and all notices and demands by or from Lessor to Lessee, or from Lessee to Lessor, shall be in writing and shall be validly given or made if served either personally or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested.

If such notice or demand be served personally, service shall be conclusively deemed made at the time of such personal service. If such notice or demand be served by registered or certified mail in the manner herein provided, service shall be deemed conclusively to have been made forty-eight (48) hours after the deposit thereof in the United States mail addressed to the party whom such notice or demand is to be given.
Any notice or demand to Lessor shall be addressed to Lessor at:

INDEPENDENT SCHOOL DISTRICT NO. 623
Roseville Area Schools
1251 County Road B-2 West
Roseville, MN  55113
Attention: District Superintendent

Any notice or demand to Lessee shall be addressed to Lessee at:

Suburban Ramsey Family Collaborative
Fairview Community Center   Room 218
1910 County Road B West
Roseville, Minnesota  55113
Attn: Mary Sue Hansen

F. **Work Notification:** The Lessor agrees to notify the Lessee of any work that could cause harm to the Lessee’s employees or anyone else who may be on the premises due to the Lessee’s occupancy of the lease premises. In addition, Lessor agrees to disclose to Lessee all known information regarding the location of asbestos or other hazardous substances on said premises as well as, without limitation, any plans to abate or manage the same in a timely enough fashion so that Lessee may take steps as it may deem necessary to protect the health and welfare of its employees and invitees.

G. **Successors and Assigns:** The terms, provisions, covenants and conditions contained in this lease shall apply to, bind and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns (where assignment is permitted) of Lessor and Lessee, respectfully.

H. **Severability:** If any term or provision of this lease agreement, or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of this lease agreement, or the application of such provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of this lease agreement shall be valid and shall be enforceable to the extent permitted by law.

I. **Governing Law:** This lease agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All rights and remedies of Lessor under this lease agreement shall be cumulative and none shall exclude any other rights or remedies permitted by law.

J. **Attorney’s Fees:** If an action is brought to enforce this lease agreement, or any part thereof, or to collect any payments hereunder, or to become due hereunder, or to recover possession of the lease premises, Lessor shall be entitled to reimbursement from Lessee for all reasonable costs and expenses incurred, including but not limited to, reasonable attorney’s fees.
K. **Entire Agreement:** This agreement represents the entire understanding and agreement between the parties hereto and this lease agreement may not be altered, changed or amended, except by an instrument in writing, signed by all parties hereto. WHEREFORE, the parties hereto have executed this lease agreement on the respective dates set forth below.

---

**LESSEE:**  
SUBURBAN RAMSEY FAMILY COLLABORATIVE  
By: [Signature]  
Its: Director  
Dated: 2/18/20

**LESSOR:**  
INDEPENDENT SCHOOL DISTRICT  
ISD 623, Roseville Area Schools  
By: [Signature]  
Its: Chairperson  
Dated: _________________, 20___

By: [Signature]  
Its: Clerk  
Dated: _________________, 20___
Exhibit A: Suburban Ramsey Family Collaborative

FAIRVIEW SECOND FLOOR

Room 218

Exhibit A
Exhibit B, Payment Schedule July 1, 2020 - April 30, 2021

Suburban Ramsey Family Collaborative
Located at Fairview Community Center, 1910 County Road B West, Roseville, MN

The purpose of this Exhibit is to define the applicable rent for a particular period of time. Such period shall run from July 1, 2020 through April 30, 2021.

The rental rate applies to the total square feet as identified below and in any other addenda added within the lease term. **The annual rent has been pro-rated to reflect 10 months instead of 12 months.**

<table>
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<th>Rental Period</th>
<th>Room(s)</th>
<th>Square Feet</th>
<th>Cost/Sq.Ft.</th>
<th>Rental Cost</th>
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<td>218 - storage</td>
<td>281</td>
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<td>$2,856.85</td>
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Agenda Item: 7a

Agenda Topic: Policy 400: Acceptable Use (reviewed) Second Reading
Meeting Date: March 17, 2020
Contact Person: Shari Thompson

Background:

As part of ongoing policy review, the administration has reviewed Policy 400: Acceptable Use, last reviewed in October 2014. The policy had a first reading on February 24, 2020, with no recommendations to revise the policy at this time.

Recommendation:

It is recommended that the board approve Policy 400: Acceptable Use as a second reading.

XX Action Required ___ Informational – No Board Action Requested
Policy 400 – Acceptable Use

1.0 PURPOSE

This policy is to set forth rules and guidelines for acceptable use of and access to the District computer systems and the Internet.

2.0 RATIONALE

In an effort to promote quality educational resources, computers and Internet access are available in ISD 623. Users are expected to use technology resources to further educational goals. To use these resources in a responsible and effective manner, the Board of Education directs the Superintendent to establish and promulgate appropriate rules and procedures to assure that technology users understand acceptable use.

3.0 USE OF THE SYSTEM IS A PRIVILEGE

3.1 The use and access to the School District computer systems and Internet is a privilege, not a right.

3.2 Use of the district computer system and Internet access shall be consistent with the mission, core values and instructional program of the School District.

4.0 NO EXPECTATION OF PRIVACY

4.1 The School District may inspect, copy, store or remove any information or files created, stored, processed or communicated by or through its computers and networks without further notice to users.

Legal References:  
Federal Law - 17 U.S.C. 101 et. seq. (Copyrights)  
15 U.S.C. 6501 et. seq. (Copyrights)  
47 U. S. C. 254 Children’s Internet Protection Act (CIPA)  
47 C.F. R. § 54.520 FCC Rules Implementing CIPA  
Minnesota Statutes 125B.15 — 125B.25 (Internet Access)  
Minn. Stat. § 125B.15 (Internet Access for Students)  
Minn. Stat. § 121A.031 (Safe and Supportive Schools Act)

Adopted: 05/14/02  
Revised: 02/08/05  
Reviewed: 10/28/14
Policy 400 – Acceptable Use

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1. Facilities Update – Sustainability Initiatives

2. Operating Levy Considerations

3. School Board Development
Agenda Item: SS-1

Agenda Topic: Facilities Update – Sustainability Initiatives
Meeting Date: March 17, 2020
Contact Person: Shari Thompson

Background:

The district has undertaken various sustainability initiatives as part of our ongoing facilities projects. Maria Pfeffer, senior project manager at Karges Faulconbridge, Inc., will describe the sustainable elements and energy efficiencies being used in the design of our new construction and remodeling projects.

Maria will also discuss other elements the district has decided not to incorporate into current project planning, including solar energy.

Recommendation:

_____ Action Required       XX Informational – No Board Action Requested
Agenda Item: Operating Levy Considerations
Meeting Date: March 17, 2020
Contact Person: Superintendent Sicoli

Background:

Roseville Area Schools’ current operating levy will expire June 30, 2022. In order to maintain current funding levels, the district would need to renew the operating levy in November 2020 or November 2021. Renewal of the operating levy would require voter approval.

However, given continuing budget challenges and several years of budget reductions to maintain a balanced budget, the board is considering asking voters to approve an operating levy increase.

The board will discuss the timing of an operating levy in either November 2020 or November 2021 and any associated communications to the public.

Recommendation:

_____ Action Required       XX Informational – No Board Action Requested
Agenda Item: SS-3

Meeting Date: March 17, 2020
Contact Person: Treasurer Kitty Gogins

Background:

The school board approved the following objectives to guide the board’s work at the December 17, 2019, meeting:

1. Actively work to enhance our community’s understanding of district finances, to have community and board conversations about the need and timing for an Operating Levy, and to define how to move forward.
2. Conduct at least one development opportunity as a full board.
3. Ensure facilities planning and construction proceeds on time, within budget and fulfills promises to the community.

The board will discuss options to meet the second objective to conduct at least one development opportunity as a full board.

Recommendation:

_____ Action Required  XX Informational – No Board Action Requested