



South St. Paul School Board Meeting
Monday, September 14, 2020 7:15 PM
Location: CITY HALL
125 THIRD AVENUE NORTH
South St Paul, Minnesota 55075

Agenda

{{Name: Agenda Item}} {{Speaker: Agenda Item Speakers}} {{AgendaItemEnd}}

I. ROLL CALL and PLEDGE OF ALLEGIANCE

II. APPROVAL OF MEETING AGENDA/MINUTES (Strategic Direction 4)

- A. School Board Meeting Agenda, September 14, 2020
- B. School Board Meeting Minutes, August 24, 2020

III. REPORTS (Strategic Direction 4)

- A. Public Listening Session Report (J. McClellan)

IV. CONSENT ITEMS (Strategic Direction 3)

- A. Financial Claims: Bills Payable (D. Webb)
- B. Staffing: Appointments, Resignations, Transfers, Retirements, Abolishments, and Leaves (D. Webb)

V. POLICY REVIEW (Strategic Direction 1)

VI. BUSINESS ITEMS (Strategic Direction 3)

- A. Approval, for the South St. Paul School Board to approve the Resolution for Employment of the Board Member as a Substitute in a Classified Position in the School District. (D. Webb)

B. Approval, for the South St. Paul School Board to approve the Mutual Agreement for Student Teaching Between St. Cloud State University and South St. Paul Public Schools for the 2020-21 school year. (D. Webb)

C. Approval, for the South St. Paul School Board to approve the Agreement for School Resource Officer Services between South St. Paul Public Schools, Special School District 6 and the City of South St. Paul effective September 1, 2020 - June 30, 2022. (D. Webb)

VII. INFORMATIONAL ITEMS **(Strategic Direction 4)**

A. **Board Members' Reports/Committee Updates/Where Have You Seen a Passion:** Board members will report on recent educational activities/events in which they have participated as well as other informational items

VIII. SUPPLEMENTAL AGENDA

IX. ADJOURNMENT



SOUTH ST. PAUL PUBLIC SCHOOLS Special School District No. 6

AUGUST 24, 2020

The regular meeting of the Board of Education, Special School District No. 6, South St. Paul, was held virtually on Monday, August 24, 2020. Chair Jeff McClellan called the meeting to order at 5:02 PM with seven Board members present: Inspectors Diaz, Bjorklund, Walker, Laliberte, Arend, Felton and McClellan. Others present included Superintendent of Schools Dr. Dave Webb and several district leaders.

By Inspector Arend

Seconded by Inspector Bjorklund

That the South St. Paul School Board approves the August 24, 2020 School Board meeting agenda, supplemental agenda, and the minutes of the following meetings:

- A. Board Meeting Minutes, August 5, 2020
- B. Board Meeting Minutes, August 10, 2020

Motion carried 7 yeas – Diaz, Bjorklund, Walker, Laliberte, Arend, Felton and McClellan
0 nays

REPORTS AND DISCUSSION

2020-21 School Year Update: Superintendent Webb provided an update on the planning for the upcoming school year.

Public Listening Session: There were no public listening session submissions to report this evening.

Staffing: Human Resource Director Cathy Miller reviewed the staffing that is going before the School Board for approval this evening.

2020-21 Proposed Miscellaneous Wages: Human Resource Director Cathy Miller reviewed the miscellaneous wages that will go before the School Board for approval this evening. Annually, substitute pay rates are recommended to the School Board for approval. The approval this year has been expanded to include wages for game workers, officials and other miscellaneous task. Rates have not increased and remain the same as the 2019-20 school year.

Policy Review: School district policy #208 requires policies under review to be placed on two consecutive School Board meeting agendas for review and comment by board members, staff and community members. On the third and subsequent meeting, the policies will go before the School Board for approval.

Policy also states that in the case of an emergency, a new or modified policy may be adopted by a majority vote of a quorum of the school board. Through guidance from the state, administration is bringing two policies before the School Board this evening for review and approval under the emergency option. Policy 522 – Title IX Non-Discrimination Policy, Grievance Procedure and Process: This policy has been completely revised. Policy 808 – COVID-19 Face Covering Policy: This is a brand new policy that was drafted by the Minnesota School Boards Association

Birth-to-8 Joint Powers Agreement: Superintendent Webb highlighted the Birth-8 partnership that was formed four years ago between Dakota County and the four metro school districts of South St. Paul, Inver Grove Heights, West St. Paul and Burnsville. The goal of this partnership is to increase the percentage of students reading well by 3rd grade. Our partnership has developed a joint powers agreement to help clarify expectations on data sharing on student developmental milestones and responsibilities of participating districts with the county. This joint powers agreement will go before the School Board for approval this evening.

Board Meeting Structure: School Board members discussed possible meeting structures for their upcoming meetings. School Board members agreed to the following format beginning with the Monday, September 14, 2020 School Board meeting: Committee-of-the-whole will begin at 6:00 PM in the council chambers of city hall. This meeting will not be televised or streamed. The regular business meeting will follow, beginning at 7:15 PM. The regular meeting will be televised live through Town Square TV.

By Inspector Bjorklund

Seconded by Inspector Arend

- A. Financial Claims—Bills Payable
- B. Staffing: Appointments, Resignations, Transfers, Retirements, Abolishments, and Leaves.

Motion carried 7 yeas – Felton, Diaz, Bjorklund, Walker, Laliberte, Arend and McClellan
0 nays

By Inspector Bjorklund

Seconded by Inspector Felton

For the South St. Paul School Board to approve the following two policies:

- A. Student Sex Non-Discrimination #522
- B. COVID-19 Face Covering Policy #808

Motion carried 7 yeas – Arend, Felton, Diaz, Bjorklund, Walker, Laliberte and McClellan
0 nays

By Inspector Bjorklund

Seconded by Inspector Walker

For the South St. Paul School Board to approve the Birth-to-8 Joint Powers Agreement.

Motion carried 7 yeas – Laliberte, Arend, Felton, Diaz, Bjorklund, Walker and McClellan
0 nays

By Inspector Felton

Seconded by Inspector Laliberte

For the South St. Paul School Board to approve the 2020-21 Miscellaneous Wages.

Motion carried 7 yeas – Walker, Laliberte, Arend, Felton, Diaz, Bjorklund and McClellan
0 nays

The School Board members reported on various informational items and committees in which they serve.

By Inspector Bjorklund

Seconded by Inspector Felton

That the School Board moves to adjourn the August 24, 2020 meeting at 5:42 PM.

Motion carried 7 yeas – Bjorklund, Walker, Laliberte, Arend, Felton, Diaz and McClellan
0 nays

Official Board Minutes are available in the District
Office at 104 – 5th Ave. So. – So. St. Paul

Respectfully Submitted by:

Lisa Brandecker, Acting Secretary-Clerk
School Board



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: September 14, 2020

Place on Agenda: Regular Meeting Reports

Action Requested: None

Attachment: None

Topic: School Board Listening Session Report
Presenter(s): Chair Jeff McClellan
<p>Background:</p> <p>Pursuant to Minnesota Statutes section 13D.021, and the current state of emergency declared by the Governor of Minnesota due to the COVID-19 pandemic, the Board Chair and Superintendent of Schools have determined that it is not prudent to conduct an in-person meeting of the School Board nor is it feasible to allow any member of the public to be present at the regular meeting location or any remote sites of any Board Members. All members of the School Board will participate by electronic means.</p> <p>To allow members of the staff and public the opportunity to provide comments regarding items on the Board Meeting’s agenda, the board has established the Listening Session Sign-up Form on the South St. Paul Public Schools website that must be completed and submitted by 9:00 a.m. the day of the Board meeting. The Board will designate an individual to read a representative sample of the comments at the Board meeting. The public will not be given the opportunity to be heard in person at the Board meetings. This temporarily supersedes Policy 206.</p> <p>The Board Chair or Superintendent of Schools or their designee, may follow-up, via phone or electronic communication, with the individual submitting the Listening Session Sign-up Form.</p>



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: September 14, 2020

Place on Agenda: Regular Agenda – Consent

Action Requested: Approval

Attachment: Financials – Bills Payable

Topic: Financials – Bills Payable
Presenter(s): Finance Director Aaron Bushberger
Background: It is the policy of the school district to maintain its records so that they will be available for inspection by members of the general public and to provide for the publication of its official proceedings in compliance with law.
Recommendation: Approve financial statement
Alternatives: N/A

CHECKRUNS

<u>FUND</u>	<u>DESCRIPTION</u>	<u>August 21, 2020 - September 10, 2020</u>
1	GENERAL	\$573,523.71
2	FOOD SERVICE	\$9,102.52
4	COMMUNITY EDUCATION	\$13,457.12
5	CAPITAL	\$109,438.40
6	CONSTRUCTION	\$1,127,211.57
7	DEBT SERVICE	\$0.00
47	OPEB	\$0.00
50	ACTIVITY ACCOUNTS	\$30.00
	TOTAL	<u>\$1,832,763.32</u>

Check 194733 - 194811

Employee ACH 202100013- 202100020

Wire Payments 202000055 -202000084

PAYROLL

8/28/20

Payroll Direct Deposit

900056885 - 900057622

\$649,970.89



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: September 14, 2020

Place on Agenda: Regular Agenda/Consent Items

Action Requested: Approval

Attachment: Staffing

Topic: Staffing
Presenter(s): Human Resource Director Cathy Miller
Background: Human Resource Director Cathy Miller will review the staffing that is recommended for approval at the September 14, 2020, school board meeting.
Recommendation: Administration recommends approval of the proposed staffing.
Alternatives: Amend the motion to remove a certain appointment, resignation, transfer, retirement, abolishment, or leave. Provide administration with directions for next steps.

VII.A.1 Staff Appointments, Resignations, Retirements, Terminations and Leaves (Cathy Miller)

09-14-20

Certified

A. Appointments/Reassignments

1. Janessa Brackett – 1.0 FTE School Counselor-High School, Secondary Building, MA00, Step 1, effective August 31, 2020.
2. Shelly Chermack – 1.0 FTE Science Teacher-High School, Community Learning Center, MA00, Step 9, effective September 14, 2020.
3. Amanda Flandrich – 1.0 FTE Spanish Teacher, Lincoln Center, BA00, Step 1, effective August 31, 2020.
4. Damon George – 1.0 FTE Physical Education Teacher-High School (Temporary), Secondary Building, BA00, Step 3, effective September 9, 2020, through June 14, 2021.
5. Kori McKibben - .35 FTE ABE Teacher, Adult Basic Education, MA60, Step 9, effective August 31, 2020.
6. Faith Purvey - .8 FTE Art Teacher-High School, Secondary Building, MA00, Step 7, effective August 31, 2020.
7. Emily Virant – 1.0 FTE School Psychologist (Temporary), Kaposia Education Center and Lincoln Center, Specialist, Step 9, effective September 8, 2020, through June 14, 2021.
8. Monica Young - .21 FTE ECFE Teacher (Temporary), Family Education Center, BA00, Step 2, effective September 9, 2020, through June 10, 2021.

2020-21 ECA

Tennis – Girls

Volunteer Coach	Hendrikson, Katie**	True volunteer
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Theatre – Fall

Technical Director	McTier, Brian**	\$1,206
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Safety Patrol

Safety Patrol – Lincoln	Held, Jenna	\$1,582
Safety Patrol – Kaposia	Truhler, Travis	\$1,582

Student Council

Advisor – Kaposia	Roeske, Erin	\$709
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Academics/Other

WEB Advisor	Grefe, Tyne	\$1,760
WEB Advisor	Westpfahl, Mark	\$1,760

* indicates a non-district employee

** indicates a returning non-district employee

2020-21 Building & Instructional Leadership Team (BILT) (\$1,200 Stipend)

Marie Hydukovich – Lincoln

2020-21 Site Solutions Team (\$631 Stipend)

<u>High School</u>	<u>Middle School</u>	<u>Kaposia</u>	<u>Lincoln</u>
Jesse Arvidson	Jillian Cole	Diane Boonstra	Julie Casillas
Chris Gustilo	Carly Gates	Maren Daniels	Laura Dosser
Christopher Moore	Tess Green	Stacy Elliott	Amanda Flandrich
Luke Olson	Jenna Haack	Lisa Gorman	Maggie Ferris
Kris Weinfurter	Jody Sielski	Rachel Hosszu	Jenna Held
Scott Youdas	Claire Troxel	Kris Kirchner	Karen Johnson
		Brea Lorentz	Shelly Laliberte
		Mary Molumby	Kathleen Larson
		Amber Remackel	Lori Shubat
		Kristin Sasse	Kristen Spanjers
		Michelle Wallace	
		Aubrey Wright	

2020-21 Summer Curriculum Writing (\$29.00 per hour)

<u>Secondary</u>	<u>Kaposia</u>
<u>Up to 15 hours</u> (increase from 12)	<u>Up to 13 hours</u> (increase from 11)
Chris Bakken	Kim Dahlen
<u>Up to 12 hours</u> (increase from 6)	<u>Up to 2 hours</u>
David Sutherland	Kate Eichten Amlee
<u>Up to 6 hours</u>	<u>Lincoln</u>
Kelly Pedersen	<u>Up to 33 hours</u> (increase from 27)
	Emily Schmidt

B. Resignations/Retirements/Leaves/Reductions/Other

1. Ian Burk – Leave of absence from his position as 1.0 FTE Science Teacher-High School, Secondary Building, effective September 8, 2020, through December 4, 2020.
2. Sue McDaniel – Extend leave of absence from her position as 1.0 FTE French Teacher-High School, Secondary Building, effective August 31, 2020, through December 3, 2020. (extension from October 2, 2020)

Classified

A. Appointments/Reassignments

1. Mark Anderberg – Part-Time Custodial Cleaner, Secondary Building, \$16.99 per hour, 20 hours per week, effective August 31, 2020. (rehire)
2. Cheryl Dietrich – Part-Time Custodial Cleaner, Secondary Building, \$16.99 per hour, 20 hours per week, effective August 31, 2020. (rehire)
3. Benjamin Elliott – Special Education Assistant-High School, Secondary Building, \$19.37 per hour, 32.5 hours per week, effective August 31, 2020. (rehire)
4. Steven Forsythe – Special Education Assistant, Lincoln Center, \$19.37 per hour, 32.5 hour per week, effective September 8, 2020.
5. John Fries – Part-Time Custodial Cleaner, Kaposia Education Center, \$16.99 per hour, 20 hours per week, effective August 31, 2020. (rehire)
6. Elsa Kiflemariam – Part-Time Custodial Cleaner, Kaposia Education Center, \$16.99 per hour, 20 hours per week, effective August 31, 2020. (rehire)
7. David Kurth – Part-Time Custodial Cleaner, Kaposia Education Center, \$16.99 per hour, 20 hours per week, effective August 31, 2020. (rehire)
8. Maricel Kurth – Part-Time Custodial Cleaner, Lincoln Center, \$16.99 per hour, 20 hours per week, effective August 31, 2020. (rehire)
9. Matthew Lux – Emergency Care Supervisor (Temporary), Lincoln Center, \$21.50 per hour, 40 hours per week, effective August 31, 2020.
10. Tammy Meyer – Part-Time Custodial Cleaner, Lincoln Center, \$16.99 per hour, 20 hours per week, effective August 31, 2020. (rehire)
11. Lisa Natvig – Part-Time Custodial Cleaner, Secondary Building, \$16.99 per hour, 20 hours per week, effective August 31, 2020. (rehire)
12. Peggy Olson – Part-Time Custodial Cleaner, Lincoln Center, \$16.99 per hour, 20 hours per week, effective August 31, 2020. (rehire)
13. Zelda Prentice – Nutrition Assistant, Secondary Building, \$16.23 per hour, 20 hours per week, effective September 14, 2020. (pending criminal background check)
14. Melissa Pugh – Part-Time Custodial Cleaner, Secondary Building, \$16.99 per hour, 20 hours per week, effective August 31, 2020. (rehire)
15. Julie Ries – Office Assistant-Elementary (Substitute), Kaposia Education Center, \$21.65 per hour, 25 hours per week, effective September 8, 2020, through November 30, 2020.

16. Pamela Senft – Nutrition Assistant, SSP Education Center, \$16.23 per hour, 20 hours per week, effective September 14, 2020.
17. Jamie Shepard – Special Education Assistant, Lincoln Center, \$19.37 per hour, 32.5 hours per week, effective August 31, 2020.
18. Susannah Spring – Part-Time Custodial Cleaner, Secondary Building, \$16.99 per hour, 20 hours per week, effective August 31, 2020. (rehire)
19. Jhovanny Torres Pantaleon – Part-Time Custodial Cleaner, Secondary Building, \$16.99 per hour, 20 hours per week, effective August 31, 2020. (rehire)
20. Julie Troye – Cashier, Kaposia Education Center, \$17.48 per hour, 27.5 hours per week, effective August 31, 2020. (rehire)
21. Richard Wiita – Part-Time Custodial Cleaner, Secondary Building, \$16.99 per hour, 20 hours per week, effective August 31, 2020. (rehire)
22. Marissa Wiggert – Preschool Teacher, Kaposia Education Center, \$29.34 per hour, 18.75 hours per week, effective August 31, 2020. (rehire)
23. Teranic Williams – Emergency Care Supervisor (Temporary), Kaposia Education Center, \$21.50 per hour, 40 hours per week, effective August 31, 2020. (rehire)

Change of Assignment – effective for the 2020-21 school year

Buildings & Grounds

Tony Vanderbilt – Change from Maintenance Helper (Step 6) to Maintenance Specialist (Step 9), Service Building, effective September 14, 2020.

Nutrition Services

Sherin Howlett – Change from Nutrition Assistant, Lincoln Center, to Assistant Cook Manager, Kaposia Education Center

Early Learning

Kelly Dietz – Preschool Instructor, Kaposia Education Center, decrease from 1413 to 1405.5 hours

Angela Haffely – Preschool Instructor, Kaposia Education Center, decrease from 1413 to 1405.5 hours

Amanda Hackerson – Preschool Instructor, Lincoln Center, increase from 644.25 to 872.25 hours

Korey McKibben – Preschool Instructor, Lincoln Center, increase from 644.25 to 718.5 hours

Emily Rihn – Preschool Instructor, Kaposia Education Center, decrease from 1413 to 1405.5 hours

Alex Schluender – Preschool Instructor, Lincoln Center, decrease from 753 to 745.5 hours

Heather Vacura – Preschool Instructor, Lincoln Center, decrease from 1413 to 1405.5 hours

Colleen Volkmann – Preschool Instructor, Kaposia Education Center, decrease from 753 to 745.5 hours

Temporary Assignment (Effective September 8 – October 16, 2020)

Byron Anderson – Cleaner, Lincoln Center, \$16.99 per hour, 8 hours per day

Henry Bailey – Custodian (Step 1), District-wide, \$21.36 per hour, 8 hours per day

B. Resignations/Retirements/Leaves/Reductions/Other

1. Donna Dahl – Resignation from her position as Nutrition Assistant, Secondary Building, effective September 8, 2020.

2. Lawrence Lough – Extend leave of absence from his position as Head Engineer, Lincoln Center, effective August 3, 2020, through September 11, 2020. (extension from September 1, 2020)
3. Lisa Moore – Resignation from her position as Special Education Assistant, Lincoln Center, effective August 31, 2020.
4. Katherine Osgood – Resignation from her position as Special Education Assistant, Lincoln Center, effective August 13, 2020.
5. Monica Spier – Resignation from her position as Health Assistant, Secondary Building, effective August 17, 2020.
6. Samantha St. John – Resignation from her position as Special Education Assistant, Lincoln Center, effective September 7, 2020.



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Monday, September 14, 2020

Place on Agenda: Regular Agenda

Action Requested: Approval

Attachment: **Employment of School Board Member as a Substitute**

Topic: Employment of School Board member as a Substitute
Presenter(s): Cathy Miller, Human Resource Director
Background: According to MN Statute 123B.195, School Board members may be employed by the school district as an employee as long as the amount earned does not exceed \$8,000 in a fiscal year. Additionally, employment must receive majority approval at a meeting in which all board members are present. The Board Member has been a substitute in the past and would like to continue as a substitute for the 2020-21 school year. Majority approval by the School Board is necessary.
Recommendation: Approve Board Member as a classified substitute for the district.
Alternatives: Not approve Board Member as a classified substitute for the district.

Member _____ introduced the following Resolution and moved its adoption:

**RESOLUTION APPROVING EMPLOYMENT OF THE BOARD MEMBER AS A
SUBSTITUTE IN A CLASSIFIED POSITION IN THE SCHOOL DISTRICT**

WHEREAS, Minnesota Statutes sections 123B.195 and 471.88, subdivision 5, grant the School District the authority to hire board members for employment;

WHEREAS, Wendy Felton, board member of the South St. Paul Board of Education, is duly qualified for employment as a substitute in a classified position; and

WHEREAS, the School District wishes to employ Ms. Felton as a substitute in a classified position.

NOW THEREFORE BE IT RESOLVED by the South St. Paul Board of Education as follows:

1. The Board hereby approves Ms. Felton for employment as a substitute in a classified position in the School District. In accordance with Minnesota Statutes section 123B.195, Ms. Felton's compensation as a result of this employment relationship with the School District must not exceed \$8,000 per fiscal year.
2. Ms. Felton will be paid no more than the 2020-21 rate of pay listed below for the designated classified substitute assignment:
 - Food Service substitute - \$13.00/hour
 - Lunchroom supervisor, Bus Aide substitute - \$13.00/hour
 - Kids' Choice Assistant substitute - \$13.00/hour
 - Clerical substitute - \$14.00/hour

These are the same rates paid to all substitute in classified positions in the School District and is as low as the price of obtaining substitute services from someone other than Ms. Felton.

The motion for the adoption of this Resolution was made at the South St. Paul School Board Meeting on September 14, 2020, by _____, duly seconded by _____, and upon a vote being taken thereon, the following voted in favor of the Resolution:

And the following voted against the Resolution:

Whereupon this Resolution was declared duly passed and adopted



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: September 14, 2020

Place on Agenda: Committee-of-the-Whole and Regular Agenda

Action Requested: Approval

Attachment: 2020-21 Student Teacher Agreement – St. Cloud University

Topic: Student Teacher Agreement – St. Cloud University
Presenter(s): Cathy Miller, Human Resource Director
Background: <p>A student teacher placement has been coordinated between St. Cloud University and South St. Paul School District beginning in September 2020. To finalize the student teacher placement, approval of the agreement between St. Cloud University and South St. Paul Schools is necessary. This agreement and placement aligns with South St. Paul Schools Student Teaching Policy #437.</p>
Recommendation: <p>Approval of 2020-21 Student Teacher Agreement with St. Cloud University</p>
Alternatives: <p>Do not approve Student Teacher Agreement and direct administration with next steps.</p>

**MUTUAL AGREEMENT FOR STUDENT TEACHING
BETWEEN
ST. CLOUD STATE UNIVERSITY
EDUCATION DEPARTMENT
ST. CLOUD, MINNESOTA
AND
SOUTH ST. PAUL PUBLIC SCHOOLS 2020-2021**

This agreement is entered into between South St. Paul Public Schools, South St. Paul, Minnesota (the "District") and St. Cloud State University, St. Cloud, Minnesota (the "College/University"). The purpose of this Agreement is to outline the terms of the training/student teaching experience for the student of the College/University and to identify the responsibilities of the College/University and the District.

The following conditions are made a part of the agreement:

(College/University) agrees to:

1. Place at the District only student teachers who are eligible for such placement under state and College/University rules, and School Board regulations. All student teacher placements will be initiated through and approved by the District through its department of human resources.
2. Inform its faculty and students of the District's policies and regulations that relate to the placement at the District.
3. Provide District with College/University student teaching expectations/requirements.
4. Pay stipend to the cooperating teacher of the District based on College/University policy for each student teacher placed.
5. Provide regular student teaching supervision by a qualified designee(s) of the College/University.
6. Cooperate with the District in the development and implementation of the District's Student Teaching Program.
7. Notify the District in the event a student teacher placed at the District is no longer enrolled in the College/University's program.

The District agrees to:

1. Supply to the student teacher so placed by College/University an opportunity to work in a teaching-learning situation under the supervision of a practicing teacher who holds a continuing license and has at least three years total teaching experience.
2. Cooperate with College/University in the development and implementation of the District's Student Teaching Program.
3. Ensure that all student teachers placed at the District complete a criminal background check, at the expense of the student teacher or College/University, prior to the student teacher beginning at the District.

4. Provide appropriate supervision of the student teacher while at the District pursuant to rules promulgated by its Board. Such rules may not conflict with any minimum requirements established by the State or College/University with regard to the Student Teaching Program.
5. Immediately notify College/University if there is a change in the licensure status of any cooperating teacher providing supervision to any student teacher assigned hereunder.
6. Not replace any of its employees nor fill any vacancies normally filled by an employee with a student teacher assigned under this agreement. Therefore, a student teacher will not act as a substitute teacher.
7. Provide the College/University with copies of all policies and regulations applicable to student teachers.
8. Provide emergency medical care to the student teacher or College/University faculty member, at the District (if available) in case of injury or illness, or obtain other appropriate treatment as they choose. Any hospital or medical costs arising from such injury or illness will be the sole responsibility of the College/University faculty member or student teacher who received the treatment and not the District.
9. Reserve the right to deny a student teaching opportunity to an applicant and to terminate a student teaching assignment at any time, due to a lack of funding or for any other reason.
10. Recognize that it is the policy of both the District and the College/University to prohibit discrimination and ensure equal opportunities in its educational programs, activities, and all aspects of employment for all individuals regardless of race, color, creed, religion, gender, national origin, sexual orientation, veteran's status, marital status, age, disability, status with regard to public assistance, or inclusion in any group or class against which discrimination is prohibited by federal, state, or local laws and regulations. The District agrees to adhere to this policy in implementing this agreement.

Liability:

Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and will not be responsible for the acts of the other party and the results thereof. The College/University's liability will be governed by the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, as amended, and by this Agreement or any other laws applicable to the College/University. The District's liability will be governed by Minnesota Statutes Section 466.04, as amended.

Term of Agreement:

This agreement will commence on August 31, 2020 and end on June 30, 2021. This Agreement may be terminated by either party at any time upon 60 days' written notice to the other party. Termination by the District will not automatically become effective with respect to student teachers then participating in the learning experience program, and said student teachers may be allowed to continue at the sole option of the District.

General Provisions:

1. Neither the District nor the College/University will assign or transfer any rights or obligations under this agreement without the prior written consent of the other party.
2. Any amendments to this agreement will be in writing and signed by authorized representatives from each party.
3. The parties agree that in fulfilling the duties of this agreement, they are responsible for complying with the Americans with Disabilities Act, 42 U.S.C. Chapter 12101, et seq., and any regulations promulgated by the Act.
4. Student teachers are participants in an educational program, and for purposes of this agreement, shall not be considered employees of either the College/University or the District, except as provided for in Minnesota Statutes Section 122A.69. Student teachers shall not be entitled or eligible to participate in any benefits or privileges given or extended to employees of the College/University or the District, except as provided by Minnesota Statutes Section 122A.69.
5. The State of Minnesota has laws (the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "MGDPA")) that classify the College/University's written and electronic information as public, private, or confidential. Except as otherwise provided in law or College/University policy, data on students is private and may not be shared with any other party. If the District receives a request from a third party for any data provided to the District by the College/University, the District agrees to immediately notify the College/University. The parties additionally acknowledge that the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g and 34 C.F.R. § 99, apply to the use and disclosure of education records that are created or maintained under this agreement.
6. Student teachers assigned to the learning experience program at the District under this agreement will be required to sign a Student Teaching Program Agreement before the student teacher begins the Student Teaching Program at the District.

Approved:

Signed For: St. Cloud State University

Name:

Kathryn M. Young

Title:

Director: Clinical Experiences

Signature:

Kathryn M. Young

Date:

9/2/20

Signed For: South St. Paul Public Schools

Signature:

School Board Chair

Date:



SOUTH ST. PAUL PUBLIC SCHOOLS
 School Board Agenda Item

Meeting Date: September 14, 2020

Place on Agenda: Committee-of-the-Whole and Regular Business Meeting

Action Requested: Approval

Attachment: Agreement

Topic: Agreement for School Resource Officer Services
Presenter(s): Superintendent Dave Webb
<p>Background:</p> <p>This summer, leaders from South St. Paul Public Schools and the SSP Police Department met to review the Agreement for School Resource Officer Services. We held two sessions to study the current plan and make improvements to our agreement for the coming school year. As presented to you during our July 27 committee-of-the-whole meeting, these improvements focused on increased training, support and communication between our two organizations to better serve the South St. Paul students, families and community. One additional adjustment that was made was a decrease from two school resource officers to one, for the 2020-21 school year, due to the decrease in the number of students attending in-person as a result of the pandemic. In this two-year agreement, we anticipate returning to two school resource officer model for the 2021-22 school year, unless the pandemic continues to impact how we operate school.</p>
<p>Recommendation:</p> <p>Administration recommends the approval of the Agreement for School Resource Officer Services Between South St. Paul Public Schools, Special School District 6 and the City of South St. Paul.</p>
<p>Alternatives:</p> <p>Do not approve the agreement and direct administration with next steps.</p>

**AGREEMENT FOR SCHOOL RESOURCE OFFICER SERVICES
BETWEEN SPECIAL SCHOOL DISTRICT NO. 6 AND
THE CITY OF SOUTH ST. PAUL**

This Agreement (“Agreement”) is made and effective as of the 8th day of September, 2020, by and between the City of South St. Paul, a Minnesota municipal corporation (hereafter referred to as “City”), and Special School District No. 6, a Minnesota public school corporation (hereafter referred to as “District”). Subject to the terms and conditions hereafter stated and based on the representations, covenants, agreements and recitals of the parties herein contained, the parties do hereby agree as follows:

SECTION 1
RECITALS

RECITAL NO. 1. The City and District wish to address the need for the presence of police officers in District schools to coordinate activities between the District, the criminal justice system and social services and to promote the prevention and investigation of crime within District schools. These are the goals of the City and the District.

RECITAL NO. 2. By use of School Resource Officers, the City and District seek to establish a cooperative approach among the District (its students, faculty, and employees), the City and community members to achieve these goals.

RECITAL NO. 3. The City and District desire to have School Resource Officers assigned to District schools as a liaison between District and the City.

SECTION 2
AGREEMENT

2.1 OFFICER EMPLOYED BY CITY. City shall employ and temporarily assign, in accordance with applicable state statutes, two licensed peace officers to serve as School Resource Officers. The School Resource Officers shall serve at the various District schools identified in Section 2.9.

The parties agree and acknowledge the School Resource Officers shall be employees of the City. The School Resource Officers shall not be considered employees of District for any purpose, including, but not limited to, salaries, wages, other compensation or benefits, worker’s compensation, unemployment, PERA, Social Security, withholding, liability insurance, personnel records, termination of employment, individual contracts, or other contractual rights.

2.2 HOLD HARMLESS. Subject to the maximum liability limit provided by Minnesota Statute, Chapter 466, the parties shall indemnify, defend and hold each other harmless against and in respect of any and all claims, demands, actions, suits, proceedings, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including interest, penalties and

attorneys' fees, that the other incurs or suffers, which relate to claims of third parties, arising out of, resulting from or relating to the services provided in this Agreement.

Nothing contained herein shall be deemed a waiver by the City or District of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by a third party shall be subject to any governmental immunity defenses of the City and District and the maximum liability limits provided by Minnesota Statute, Chapter 466.

2.3 SELECTION AND ASSIGNMENT OF OFFICER. The selection of the officer shall be the decision of the City's Police Chief ("Police Chief") after discussion with District Administration. Should a School Resource Officer retire, resign, be reassigned, be discharged or otherwise be unable to perform his or her assignment, the Police Chief will select a replacement after discussion and agreement with District Administration. The continued assignment of such officer shall be at the discretion of the Police Chief and City Administrator, in consultation with the District Administration.

2.4 ADMINISTRATIVE RESPONSIBILITIES. The type, scope and manner of law enforcement services rendered to District shall be at the sole direction of City. Standards of performance, personnel policies, discipline of the School Resource Officers and other internal matters shall be under the authority of City. District may provide City with an evaluation of the services received. District shall immediately notify the City in writing of any purported deficient performance or inappropriate conduct by the School Resource Officers.

2.5 SHARED PROFESSIONAL DEVELOPMENT. The District and the City desire to have a more positive approach for School Resource Officers and student and community interactions in the schools. Areas of focus to achieve this goal will include the following:

- a. Shared professional development including de-escalation and crisis training, implicit bias and anti-racism training, trauma and mental health information and response and child development information.
- b. Expansion of classroom presentations and intentional relationship building at the elementary buildings.
- c. Enhanced chemical health support and presentations.
- d. Establishing clear guidelines regarding roles in responding to youth behaviors.

2.6 DUTIES OF OFFICER. The services to be provided under this Agreement are identified, but are not limited to, the services on the attached Exhibit A, and shall include the duties, responsibilities and work schedule of the School Resource Officers. Such services shall be developed cooperatively between City and District.

During the regular school year, the School Resource Officers' shifts shall be determined by the City and District consisting of an average of 40 hours per week, as required by the current LELS contract. The School Resource Officers shall meet and communicate with District Administration as needed to assure the goals of the District and City are being met.

2.7 ABSENCES. During the school day, while serving as School Resource Officers, the Officers will be available for and may respond to emergency calls and other assistance required

by the City, and may attend police training and special duties as assigned by City. The City is not responsible to provide a replacement during such absences and the amount owed by the District under paragraph 2.11 is not reduced because of the absences. The City will use reasonable efforts to schedule training and any assignments to special duties for days that are not regular school days. When possible, the School Resource Officers shall notify the secretary of the District in advance as to when they will be absent.

From time to time, the School Resource Officers may be absent due to vacation, illness, personal leave days, holidays and other authorized leaves under the LELS contract. The City is not responsible to provide a replacement during such absences unless the School Resource Officer is on a leave of absence under the Minnesota Family Medical Leave Act. The amount owed by the District under paragraph 2.11 is not reduced because of the absences. To the extent the LELS contract allows, the City will use reasonable efforts to schedule vacation and authorized leaves (excluding absences for illness, personal leave days and holidays) for days that are not regular school days. If such absences described in this paragraph are for more than three (3) consecutive regular school days, the City, after consultation with District, will, in good faith, endeavor to make-up the time lost above the three (3) day absence, or the City, after consultation with the District, will, in good faith, endeavor to provide an alternate School Resource Officer for the time above the three (3) day absence.

2.7 OVERTIME. Overtime work by the School Resource Officers in excess of eight (8) hours per day shall be paid by the City according to the LELS contract, provided such additional time, on a case by case basis, has been approved in advance by City.

2.8 SCHOOL CALENDAR. School Resource Officer Services will be provided during the regular school year, approximately nine months, from the first day of the school calendar until the end of the school year. District shall provide City with a school calendar.

The City's Police Department shall have exclusive use of the employees assigned as the School Resource Officers from the end of the school year until the first day of the school year. The City shall pay all employee-related expenses for this summer period.

2.9 SERVICE LOCATIONS. The School Resource Officers may be assigned to the following District schools: South St. Paul High School, South St. Paul Middle School, Lincoln Elementary, Kaposia Elementary and South St. Paul Community Learning Center. The assignment of the School Resource Officers to a particular school shall be determined by the District after consultation with the Police Chief.

2.10 CLOTHING, EQUIPMENT, AND SUPPLIES. Without cost to District, City shall provide any required clothing, uniforms, training, vehicle, vehicle maintenance, vehicle fuel, weapons, necessary equipment and supplies for the School Resource Officers to perform their law enforcement duties.

Without cost to City, District shall provide School Resource Officers with one reserved parking space, a private secure lockable office, a "land-line" telephone and secure internet access necessary for the School Resource Officers to perform required duties as specified in paragraph 2.5 of this Agreement.

2.11 COST. For and in consideration of the City providing School Resource Officers' services in accordance with the terms of this Agreement, District shall pay City the following amounts:

- a. An amount not to exceed the sum of \$61,000 (\$61,000 per officer) in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2020 and ending May 1, 2021.
- b. An amount not to exceed the sum of \$124,036 (\$62,108 per officer) in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2021, and ending May 1, 2022.
- c. The payments made by the School District shall include one School Resource Officer, if available, or one police officer at up to ten (10) school events per calendar school year. Those events will be determined by the District. Any additional events requested by the District will be billed at the off-duty officer rate of \$72 per hour/per officer.

2.12 PRIVACY OF PUPIL RECORDS. Pursuant to District's Protection and Privacy of Pupil Records Policy (Policy) and consistent with requirements of the Family Educational Rights and Privacy Act (Privacy Act) and the Minnesota Government Data Practices Act (Data Practices Act), the School Resource Officers for purposes of the Policy, the Privacy Act and the Data Practices Act shall be deemed to be school officials when performing the duties and responsibilities under this Agreement. As such, the City certifies and agrees that all data created, collected, received, stored, used, maintained or disseminated by the School Resource Officers must comply with the Privacy Act and the Data Practices Act.

SECTION 3 **TERM OF AGREEMENT**

3.1 TERM OF AGREEMENT. Unless terminated by either party in accordance with paragraph 3.2, the term of this Agreement shall be from September 1, 2020 to June 30, 2022.

3.2 TERMINATION.

- a. Either party may terminate this Agreement upon six (6) months advanced written notice of such termination without cause.
- b. Either party reserves the right to immediately suspend or modify this Agreement to reduce the number of School Resource Officers for the duration of an Unforeseen Disaster or terminate this Agreement in the event of a natural disaster or other disasters such as civil unrest, terrorism, war, pandemic, or any similar unforeseen disaster event ("Unforeseen Disaster"). Both parties agree that the other party's failure to perform or delay in the performance of the specified duties in this Agreement will not constitute a breach of contract if the failure to perform or delay is due to or caused by an Unforeseen Disaster.

SECTION 4 **MISCELLANEOUS**

4.1 NOTICE. Any notice, demand, or communication to the District shall be addressed to the Superintendent at:

Superintendent of Schools
Special School District Number 6
South St. Paul, MN 55075

Any notice, demand, or communication to City shall be addressed to the City Administrator at:

City Administrator
City of South St. Paul
125 3rd Avenue North
South St. Paul, MN 55075

4.2 SCOPE. It is agreed that the entire agreement of the parties is contained herein and this Agreement supersedes all oral and written agreements and negotiations between the parties relating to the subject matter hereof. This Agreement may not be altered, changed, or amended except by an instrument in writing, signed by all parties.

4.3 BINDING AGREEMENT. The parties mutually recognize and agree that all terms and conditions of this Agreement shall be binding upon the parties and the successors and assigns of the parties.

4.4 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

4.5 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, District and City have executed this Agreement effective as of the day and year first stated above. This Agreement shall not become effective unless and until it is approved by the City Council and the School Board and is signed by the representatives listed below.

[remainder of page intentionally blank]

CITY OF SOUTH ST. PAUL

James P. Francis, Mayor

ATTEST:

Christy Wilcox, City Clerk

SPECIAL SCHOOL DISTRICT NUMBER 6

Jeff McClellan , School Board Chair

EXHIBIT A

**SOUTH ST. PAUL POLICE DEPARTMENT
POSITION DESCRIPTION**

Civil Service Classification: Classification V -- Police Officer

Position Title: School Resource Officer

Department: Police

Reports To: Police Commander and Chief of Police

Revised: October 2002
May 2008

The mission of the South St Paul Police Department is to ensure public safety and provide assistance to the community through prompt response, thorough investigation, pro-active policing and community involvement. We are committed to the values of integrity, professionalism and courtesy.

Primary Purpose of the Position:

The School Resource Officer (SRO) assists in carrying out the mission of the Police Department (Department) by employing community policing strategies to foster effective working relationships with educational staff, students, parents and other community members in order to help provide a safer and more orderly school environment in which educators are free to devote their time to teaching and students have greater opportunities to learn. As an on-site public safety specialist trained to not only provide an immediate response to life-threatening situations but also to ensure that laws are enforced when illegal activities occur, the SRO helps provide for the day-to-day safety and security of the school community. The SRO addresses crime and disorder problems and focuses attention on gangs and drug activities occurring in and around the schools. The SRO takes action with students, intruders and unwanted visitors to maintain safety and order.

Major Position Functions:

- Responds on or off duty to police calls and emergencies as directed.
- The School Resource Officer is an employee of the City of South St. Paul and acts in accordance with all police department policies and procedures. The SRO reports to a police department supervisor and is subject to the Department's chain of command.

- The SRO is first and foremost a police officer and as such assumes primary responsibility for handling all calls for service from South St. Paul High School and coordinates the response of other police resources to the school.
- Investigates and takes enforcement action on crimes and disorder problems, gangs, and drug activities affecting or occurring in and around South St. Paul High School and the surrounding neighborhood.
- Works to assure a safe and orderly school climate by also paying attention to and targeting lower profile issues such as “put-downs”, “trash talk”, bullying, insults and other forms of intimidation.
- Acts as a liaison between the school and the Department providing information to students and school personnel about law enforcement matters. Provides information to the appropriate investigative units about crimes or leads that come to his or her attention.
- Works closely with school officials to foster a solid working relationship and maintains a regular line of communication with the designated on-site school official having authority over the SRO on non-law enforcement issues.
- Supports, encourages and participates in activities already in existence in the school community including, but not limited to:
 - < Takes an active role in the *Restorative Justice Council* operating in the schools repairing harm, providing conflict mediation and support to victims and offenders alike. Serves as the *Council’s* liaison with law enforcement.
 - < Assists the *Community Action Council* Family Support Workers as appropriate.
 - < Assists in the establishment and encouragement of *Peer Court*.
 - < Actively participates in the mentorship program at the junior/senior high and helps recruit other members of law enforcement interested in becoming mentors.
 - < Serves as a resource to such student organizations as *Key Club* and student government.
- Works closely with Dakota County Community Corrections on supervision and truancy concerns to ensure that troubled youth get the kind of intensive supervision they need.
- Responsible for working closely with school officials on the development and maintenance of school crisis and emergency management plans.
- Since the SRO is likely to be a first responder in the case of critical incidents occurring at the high school and has knowledge of the operation and layout of the school, he or she is expected to play a central role in the development and coordination of interagency plans for critical incident management involving law enforcement, fire, rescue and EMS.

- Uses crime prevention strategies to identify factors in the physical environment of the school that may contribute to crime or disruptive behavior and suggests and develops plans to deal with those factors.
- Develops and implements crime and violence prevention programs and strategies for students and staff.
- Develops and expands crime prevention efforts for students. Provides students with opportunities to get involved in crime prevention activities and take a meaningful role in addressing problems in their community and school.
- Collaborates with teachers to develop a wide variety of classroom presentations that support the educational mission and provide opportunities for the SRO to interact with a broad spectrum of students in a setting conducive to building positive relationships.
- Serves as a resource and referral point between students, parents, teachers and staff and the criminal justice system.
- As the Department's representative in the high school, the SRO maintains high visibility in the school and is aware of his or her standing as a role model. The SRO seeks opportunities for positive interactions with students and is available as a mentor and counselor.
- Becomes involved in school and outside youth activities in order to understand special problems of youth and how they may be positively addressed. The SRO participates in community events, as requested and authorized by the Department, and is available for presentations to school and community groups.
- Provides services to other schools in the district (including the teaching of D.A.R.E.) as requested and authorized by the Department.
- Checks in daily with his or her Department supervisor and keeps superior officers advised of developments and of all unusual or sensitive occurrences.
- Improves and maintains individual police skills, including physical conditioning. Stays current with all required training and maintains all required certifications (e.g. firearms qualification, first aid, use of force, etc.) Stays abreast of developments in the police fields and changes in related statutes, ordinances and case law.
- Conducts and carries himself or herself in a professional manner. Maintains a neat and well-groomed appearance. Copes with difficult situations in a courteous and tactful manner.
- Prepares and submits a daily activity log and submits all required reports, citations, forms and other paperwork in a timely manner.

- When school is not in session the SRO is assigned to other duties as needed and performs the Major Position Functions required by the nature of that assignment.
- Performs the duties of the Police Officer Position assigned to patrol as needed.
- Must be able to act appropriately in threatening situations and must be prepared to use force, including deadly force, when justified.
- Exercises care in the use of Department and school facilities and equipment. Returns equipment to its designated location after use. Reports damage, loss or improperly operating equipment to an immediate supervisor. Monitors and reports on vehicle condition and appearance. Requests necessary repairs. Restocks vehicle with supplies as needed. Drives with due regard for safety and wear and damage to vehicle.
- Performs all other duties and assumes all other responsibilities as are assigned or delegated by a superior officer.

Extent Of Supervision Or Guidance Provided:

- Under the direct supervision of a Police Commander but subject to the chain of command.
- Takes direction from the designated on-site school official for non-law enforcement school-related issues.

Responsibility For Public Contact:

- Daily and continuous, requiring a high degree of tact, courtesy and sound judgment.

Directly Supervises:

- No regular supervisory responsibilities.

Knowledge, Skills and Abilities:

- Able to perform the major job functions and possess the knowledge, skills and abilities required of the Police Officer assigned to patrol.
- Working knowledge of city ordinances and state and federal laws and rules of evidence as applicable to law enforcement.
- Technical knowledge and ability to perform standard operating procedures required in daily law enforcement operations.

- Familiarity with advancements, types and uses of firearms, communication and computer equipment, automotive and other types of equipment used in police work.
- Familiarity with scientific methods of crime detection, criminal identification, the use of police records and their applications.
- Ability to effectively utilize human relations skills and abilities in resolving disputes and problems through verbal and non-verbal communication.
- Ability to work professionally with other employees and to deal with the public in a courteous, tactful manner.
- Ability to communicate ideas and explanations clearly in English, both orally and in writing.
- Ability to write clear and concise reports.
- Ability to evaluate situations, innovate, improvise as necessary, and adapt rapidly to changing circumstances.
- Ability to sit and stand for long periods of time.
- Ability to walk or run on slippery surfaces.
- Ability to chase suspects on foot over all types of ground conditions and over fences and walls.
- Ability to climb stairs and ladders and climb over or crawl under objects.
- Possess the necessary cardiovascular capability for rapid stair climbing and other strenuous activity, in all weather conditions, while wearing body armor and other equipment.
- Ability to make arrests if an offender is resisting.
- Ability to administer first aid and assist the Fire Department as necessary.
- Ability to assist in lifting and carrying a stretcher with a person on it.
- Ability to have sufficient grip strength to handle equipment, weapons and suspects.
- Ability to drive a squad car for long periods of time, at high speeds, in congested traffic, day and night, in all environmental conditions.
- Ability to enter and exit a squad car frequently during the course of a shift, often with speed of movement.

- Ability to balance self while handling weighted equipment.
- Ability to lift or carry equipment from floor to overhead.
- Ability to kneel and to crouch balanced without support.
- Ability to crawl about on hands and knees with weight on his or her back.
- Ability to push and pull objects using total body movements.
- Ability to walk long distances.
- Ability to move around with a combination of weighted gear and equipment and with the weight of an injured person.
- Ability to acquire skill in the use and care of firearms sufficient to meet qualification standards.
- Ability to hear within normal hearing range with capability to hear and understand spoken English delivered at a normal conversational level.
- Ability to read road signs, house numbers, license plates, etc. day and night. Possess visual acuity correctable to read common documents and allow the accurate aiming of firearms.
- Ability to work under stress and pressure.

Working Conditions:

- Work takes place primarily in an office or classroom setting.
- Approximately 25% of the work may take place in the field.
- Subject to all of the working conditions of the Police Officer position.

Minimum Qualifications:

- Member of the South St. Paul Police Civil Service.
- Citizen of the United States of America.
- Possess a valid Minnesota Peace Officer License.
- Possess a driver's license valid in the State of Minnesota.
- Authorized to carry firearms while on duty.
- Able to meet all of the standards and requirements and perform all of the duties of the classification of Police Officer.

Desirable Qualifications:

- Ability to effectively interact with school professional staff, parents and students.
- Ability to effectively communicate with all sorts of people on a personal level and in a public speaking setting.
- Experience investigating criminal cases, particularly those dealing with juveniles
- Experience and interest in crime prevention strategies.
- Experience in Restorative Justice Process, Family Group Conferencing or similar resources.
- Certified as a D.A.R.E instructor.