



South St. Paul School Board Meeting
Monday, April 12, 2021 6:00 PM
Location: CITY HALL
125 THIRD AVENUE NORTH
South St Paul, Minnesota 55075

Agenda

I. ROLL CALL and PLEDGE OF ALLEGIANCE	
II. APPROVAL OF MEETING AGENDA/MINUTES	
A. School Board Meeting Agenda, April 12, 2021	
B. Committee-of-the-Whole Meeting Minutes, March 22, 2021	3
C. School Board Meeting Minutes, March 22, 2021	4
III. QUALITY-IN-ACTION and REPORTS	
A. Quality-in-Action: Activities Director Chad Sexauer will highlight the winter athletic season.	
B. Report: Chair Chris Walker will highlight the Public Listening Session submissions. (C. Walker)	6
C. Report: Superintendent Webb will provide highlights from around the District. (D. Webb)	7
IV. CONSENT ITEMS	
A. Financial Claims: Bills Payable (D. Webb)	8
B. Staffing: Appointments, Resignations, Transfers, Retirements, Abolishments, and Leaves (D. Webb)	15
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VI. BUSINESS ITEMS	
A. Approval, for the South St. Paul School Board to approve the 2021-22 proposed budget adjustments as presented. (D. Webb/A. Bushberger)	18
B. Approval, for the South St. Paul School Board to approve the 2021-22 Resolution Discontinuing and Reducing Positions. (C. Miller)	38

- C. Approval, for the South St. Paul School Board to approve the Lease Agreement with Images by Design. (A. Bushberger) 40
- D. Approval, for the South St. Paul School Board to approve the First Amendment to the Joint Powers Agreement Between the County of Dakota and Special School District 6 for the Birth to Age 8 Program Services. (D. Webb) 41

VII. INFORMATIONAL ITEMS

- 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. CLOSED SESSION

- A. Closed Session to Consider and Develop Offers for the purchase of real property pursuant to Minn. Stat. § 13D.05, Subd. 3(c) with the properties in question identified by Tax Parcel 367030019010 known as the Central Square Community Center. (D. Webb)

- B. Adjourn the Closed Session

IX. SUPPLEMENTAL AGENDA

X. ADJOURN

**South St. Paul School Board
Committee-of-the-Whole Meeting Minutes**

March 22, 2021

Chair Chris Walker called the March 22, 2021, meeting of the Committee-of-the-Whole to order at 5:04 PM with seven Board members present: Inspector Arend, Diaz, Felton, Laliberte, Raasch, Walker and Weber. Others present included Superintendent of Schools Dave Webb and several other staff members.

Substitute Rates

With the increased demand and competition for substitute teachers, administration reviewed a proposal to increase substitute pay rates to be more in-line with surrounding districts. The pay increase would be for the remainder of the 2021-22 school year.

Proposed 2021-22 Budget Adjustments

Administration presented the School Board with the first round of proposed budget adjustments for 2021-22. Superintendent Webb and Finance Director Aaron Bushberger walked the School Board through the components of the proposal which includes the budget process and timeline, current reality of our budget and the budget adjustments proposals to address the \$2 million shortfall. The first round of proposed adjustments will go before the School Board for approval on April 12.

Central Square Notification Extension

Administration brought forth a recommendation to reduce the current timelines outlined in the Central Square Community Center Management Agreement. The current agreement requires a 90 calendar day (April 1 2021) notification to end the partnership agreement. The request is to reduce this timeline to 60 calendar day (May 1, 2021). The request will go before the School Board for approval this evening.

The March 22, 2021, committee-of-the-whole meeting was recessed at 5:53 PM. The meeting was resumed at 8:30 PM.

Book Study: White Fragility

The SSP School Board began their book study, *White Fragility*, by Robin DiAngelo. This session focused on board member key takeaways from the book. The overarching goal of this session is to broaden and deepen our awareness of racism. This opening session was facilitated by Sebastian Witherspoon, the executive director of our partner organization, Equity Alliance.

The March 22, 2021, committee-of-the-whole meeting was adjourned at 9:00 PM.

Respectfully submitted by:

Lisa Brandecker, Acting Secretary-Clerk
South St. Paul Board of Education



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

MARCH 22, 2021

The regular meeting of the School Board, Special School District No. 6, South St. Paul, was held in the city hall council chambers on Monday, March 22, 2021. Chair Chris Walker called the meeting to order at 6:00 PM with five Board members present: Inspectors Felton, Laliberte, Raasch, Walker and Weber. Inspectors Arend and Diaz arrived at 6:02 PM. Others present included Superintendent of Schools Dr. Dave Webb and several staff and community members.

By Inspector Felton

Seconded by Inspector Weber

That the South St. Paul School Board approves the March 22, 2021, School Board meeting agenda and minutes for the following meetings:

- A. School Board Meeting Agenda, March 22, 2021
- B. Committee-of-the-Whole Meeting Minutes, March 8, 2021
- C. Regular Meeting Minutes, March 8, 2021

Motion carried (7-0)

QUALITY-IN-ACTION AND REPORTS

Quality-in-Action: Special Education Director Kelly Tetrick and her staff highlighted the Intermediate District #917 (ISD) Deaf and Hard of Hearing program located at Lincoln Center. Programming supports the unique communication, academic and social/emotional needs of learners who are deaf, hard of hearing and DeafBlind from South St. Paul as well as other ISD member districts.

Superintendent's Update – Superintendent Webb provided highlights from around the district.

Public Listening Session Report – There were no public listening session submissions to report.

By Inspector Laliberte

Seconded by Inspector Diaz

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

Motion carried (7-0)

By Inspector Arend

Seconded by Inspector Weber

Approval, for the South St. Paul School Board to approve the revised substitute rates for the 2020-21 school year.

Motion carried (7-0)

By Inspector Diaz

Seconded by Inspector Weber

Approval, for the South St. Paul School Board to approve the extension of the timeline for partnership notification.

Motion carried (6-1)

School Board members reported on various educational activities/events in which they have participated as well as other informational items.

By Inspector Arend

Seconded by Inspector Weber

For the School Board to move to a closed session at 6:47 PM per the open meeting law (Minn. Stat. § 13D.03 for staff negotiations.

Motion carried (7-0)

Inspector Diaz left the meeting.

Closed Session officially started at 7:04 PM with the following members present: Inspectors Arend, Felton, Laliberte, Raasch, Walker and Weber as well as Superintendent of Schools Dr. Dave Webb, Human Resource Director Cathy Miller and Finance Director Aaron Bushberger. Inspector Diaz was absent.

By Inspector Weber

Seconded by Inspector Felton

For the School Board to adjourn the closed session at 7:43 PM.

Motion carried (6-0)

By Inspector Weber

Seconded by Inspector Arend

For the School Board to move to a closed session at 7:45 PM per the open meeting law (Minn. Stat. § 13D.05, Subd. 3(c) with the properties in question identified by Tax Parcel ID 367030019010 known as the Central Square Community Center.

Motion carried (6-0)

Closed Session officially started at 7:46 PM with the following members present: Inspectors Arend, Felton, Laliberte, Raasch, Walker and Weber as well as Superintendent of Schools Dr. Dave Webb and Finance Director Aaron Bushberger. Inspector Diaz was absent.

By Inspector Raasch

Seconded by Inspector Weber

For the School Board to adjourn the closed session and adjourn the March 22, 2021 School Board meeting at 8:24 PM.

Motion carried (6-0)

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
Board of Education



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: April 12, 2021

Place on Agenda: Regular Meeting Reports

Action Requested: None

Attachment: None

Topic: School Board Listening Session Report

Presenter(s): Board Chair Chris Walker

Background:

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.

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.

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.



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: April 12, 2021

Place on Agenda: Reports

Action Requested: None

Attachment: None

Topic: Superintendent's Update
Presenter(s): Superintendent Dave Webb
Background: Superintendent Dave Webb will provide highlights from around the District.
Recommendation: N/A
Alternatives: N/A



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: April 12, 2021

Place on Agenda: Consent Items

Action Requested: Approval

Attachment: Financials – Bills Payable

Topic: Financials – Bills Payable
Presenter(s): Chair
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

<u>CHECK</u>		<u>CHECK</u>	
<u>NUMBER</u>	<u>AMOUNT</u>	<u>DATE</u>	<u>VENDOR</u>
195451	-270.00	03/29/2021	INTHINKING
196436	26.36	03/25/2021	ACE HARDWARE & PAINT
196437	291.72	03/25/2021	AMAZON CAPITAL SERVI
196438	5,260.00	03/25/2021	ARCHITECTURAL SALES
196439	603.31	03/25/2021	BLICK ART MATERIALS
196440	76.00	03/25/2021	BURKE, JAKE
196441	34,053.67	03/25/2021	CITY OF SOUTH ST PAU
196442	2,184.91	03/25/2021	CONCORD THEATRICALS
196443	96.14	03/25/2021	DAKOTA COUNTY ENVIRO
196444	76.00	03/25/2021	DELEON, PAUL
196445	191.00	03/25/2021	ELROY'S ELECTRIC SER
196446	517.92	03/25/2021	FIRST SUPPLY LLC
196447	60.00	03/25/2021	FROELICH JOHNSON, BE
196448	1,724.77	03/25/2021	GOODIN COMPANY
196449	115.42	03/25/2021	GRAINGER, INC
196450	226.18	03/25/2021	GRAYBAR
196451	48.00	03/25/2021	GROTH MUSIC CO
196452	61,342.18	03/25/2021	HEALTH PARTNERS
196453	204.55	03/25/2021	MCMASTER-CARR SUPPLY
196454	6,657.50	03/25/2021	MEISINGER CONST. CO.
196455	242.88	03/25/2021	MI TECHNOLOGIES, INC
196456	390.00	03/25/2021	MN SCHOOL BOARDS ASS
196457	17,532.12	03/25/2021	NETWORK SERVICES COM
196458	178.96	03/25/2021	NITTI SANITATION
196459	3,660.00	03/25/2021	REGION 3AA
196460	22.57	03/25/2021	RITTER, GLEN
196461	100.00	03/25/2021	STAGE PARTNERS
196462	8,725.37	03/25/2021	STANDARD INSURANCE C
196463	1,335.00	03/25/2021	STRATEGIC STAFFING S
196464	1,935.36	03/25/2021	TEACHERS ON CALL
196465	409.56	03/25/2021	TEAM SPORTING GOODS,
196466	4,637.91	03/25/2021	TRIO SUPPLY CO
196467	768.25	03/25/2021	TWIN CITY JANITOR SU
196468	11,346.15	03/25/2021	UPPER LAKES FOODS
196469	62.78	03/25/2021	XCEL ENERGY
196470	65.00	03/30/2021	EDUCATION MINNESOTA
196471	396.86	03/30/2021	LOCAL #70
196472	1,271.00	03/30/2021	MINNESOTA CHLD SUPP
196473	80.00	03/30/2021	NCPERS GROUP LIFE IN
196474	318.00	03/30/2021	OFFICE AND PROF EMPL
196475	12,525.13	03/30/2021	SOUTH ST PAUL TEACHE
196476	10.00	03/30/2021	SOUTH ST PAUL OPEN F
196477	151.00	03/30/2021	SOUTH ST PAUL EDUCAT
196478	887.68	03/30/2021	SSP EASRP
196479	31.98	04/01/2021	ACE HARDWARE & PAINT
196480	25.20	04/01/2021	AMAZON CAPITAL SERVI
196481	333.81	04/01/2021	CANON FINANCIAL SERV
196482	36.80	04/01/2021	CORTEZ, LISA
196483	93.99	04/01/2021	DECKER EQUIPMENT
196484	1,693.70	04/01/2021	DTB SYSTEMS, INC
196485	133.91	04/01/2021	FOSTER, KRISTIN
196486	57.81	04/01/2021	FRONTIER AG & TURF
196487	1,107.60	04/01/2021	GERTEN GREENHOUSES &
196488	75.78	04/01/2021	GRAINGER, INC
196489	766.00	04/01/2021	GREAT RIVER PRINTING
196490	684.43	04/01/2021	HOBART CORPORATION

CHECK NUMBER	AMOUNT	CHECK DATE	VENDOR
196491	1,477.93	04/01/2021	HORIZON COMMERCIAL P
196492	9.99	04/01/2021	JW PEPPER & SONS, IN
196493	610.05	04/01/2021	MCMASTER-CARR SUPPLY
196494	22.32	04/01/2021	MIDWEST FENCE & MFG
196495	383.75	04/01/2021	THE MINNESOTA CHEMIC
196496	22.40	04/01/2021	MINNESOTA LOCKS
196497	195.00	04/01/2021	MN ASSOCIATION OF SE
196498	81.36	04/01/2021	NAPA AUTO PARTS
196499	1,564.09	04/01/2021	NETWORK SERVICES COM
196500	49.48	04/01/2021	NORCOSTCO, INC
196501	585.30	04/01/2021	PROFESSIONAL WIRELES
196502	261.00	04/01/2021	PURCHASE POWER
196503	3,156.00	04/01/2021	RUPP, ANDERSON, SQUI
196504	4,961.88	04/01/2021	SAFEWAY BUS COMPANY
196505	80.00	04/01/2021	SCHMITT MUSIC
196506	849.71	04/01/2021	SCHOOL SPECIALTY
196507	600.00	04/01/2021	SHI INTERNATIONAL CO
196508	206.44	04/01/2021	SPRINT
196509	3,384.32	04/01/2021	TEACHERS ON CALL
196510	245.30	04/01/2021	TRAFERA, LLC
196511	83.72	04/01/2021	TRIO SUPPLY CO
196512	644.24	04/01/2021	TWIN CITY JANITOR SU
196513	132.60	04/01/2021	XCEL ENERGY
196514	1,733.00	04/08/2021	A TOUCH OF MAGIC
196515	2,160.00	04/08/2021	AGL CONSULTING
196516	1,130.03	04/08/2021	ALLSTREAM
196517	4,489.90	04/08/2021	ARVIG
196518	89.00	04/08/2021	ASSOC SUPERVISION &
196519	750.00	04/08/2021	BACKUPIFY
196520	571.96	04/08/2021	BIMBO BAKERIES USA
196521	2,916.36	04/08/2021	BIX PRODUCE COMPANY
196522	276.43	04/08/2021	CAPITAL ONE TRADE CR
196523	899.99	04/08/2021	CATALYST SOURCING SO
196524	309.90	04/08/2021	CHROMEBOOKPARTS.COM
196525	170.00	04/08/2021	COLLEGE ENTRANCE EXA
196526	2,325.00	04/08/2021	DAKOTA GLASS & GLAZI
196527	150.00	04/08/2021	DEWALD, RINA
196528	409.98	04/08/2021	DIRECTOR'S ASSISTANT
196529	351.06	04/08/2021	EDUCATORS BENEFIT CO
196530	600.00	04/08/2021	GENCK, JONATHON
196531	1,660.72	04/08/2021	HASTINGS BUS COMPANY
196532	88,828.45	04/08/2021	INDEPENDENT SCHOOL D
196533	56,827.08	04/08/2021	INDEPENDENT SCHOOL D
196534	31,779.60	04/08/2021	INTERMEDIATE DISTRIC
196535	8,378.71	04/08/2021	INTERMEDIATE DISTRIC
196536	3,380.00	04/08/2021	JOHNSON, CHRISTINE
196537	205.15	04/08/2021	JOSTENS
196538	361.90	04/08/2021	KWIK TRIP EXTENDED N
196539	28.49	04/08/2021	LAKESHORE LEARNING M
196540	4,146.37	04/08/2021	LINDENMEYR MUNROE
196541	468.00	04/08/2021	LINK INTERPRET
196542	171.18	04/08/2021	MANDLER, SARAH
196543	230.00	04/08/2021	MDE - MCIS
196544	332.75	04/08/2021	MID CITY INDUSTRIAL
196545	279.54	04/08/2021	NETWORK SERVICES COM
196546	4,614.48	04/08/2021	NORTHEAST METRO DIST

CHECK NUMBER	AMOUNT	CHECK DATE	VENDOR
196547	317.57	04/08/2021	PLUNKETT'S PEST CONT
196548	320.00	04/08/2021	REGION 4AA
196549	3.00	04/08/2021	SCHMITT MUSIC
196550	13,490.00	04/08/2021	SHI INTERNATIONAL CO
196551	1,050.00	04/08/2021	SOURCEWELL TECHNOLOG
196552	107.55	04/08/2021	ST PAUL PIONEER PRES
196553	2,700.49	04/08/2021	T-MOBILE
196554	7,431.04	04/08/2021	TEACHERS ON CALL
196555	290.59	04/08/2021	TEAM SPORTING GOODS,
196556	3.00	04/08/2021	TRIO SUPPLY CO
196557	230.19	04/08/2021	UNITED REFRIGERATION
196558	19,339.99	04/08/2021	UPPER LAKES FOODS
196559	31,858.64	04/08/2021	XCEL ENERGY
202000229	41,971.43	03/30/2021	MINNESOTA PAYROLL TA
202000230	252,925.36	03/30/2021	FEDERAL PAYROLL TAXE
202000231	39,438.79	03/30/2021	PERA
202000232	56,386.45	03/30/2021	TSA/ACH DEDUCTION
202000233	126,235.36	03/30/2021	TEACHER RETIREMENT A
202000234	0.00	03/30/2021	MINNESOTA PAYROLL TA
202000235	0.00	03/30/2021	FEDERAL PAYROLL TAXE
202100108	199.99	03/26/2021	AANENSON, KARI
202100109	4.28	03/26/2021	GUSTAFSON, CHRISTINE
202100110	326.98	03/26/2021	HOLSEN, ERIC
202100111	137.40	03/26/2021	REINERT, LORI
202100112	32.35	03/26/2021	ROESKE, ERIN
202100113	81.67	03/26/2021	SCHULTZ, DEBORAH
202100114	25.13	03/26/2021	SCHULTZ, MEGHAN

1,021,117.38 Totals for checks

FUND SUMMARY

<u>FUND</u>	<u>DESCRIPTION</u>	<u>BALANCE SHEET</u>	<u>REVENUE</u>	<u>EXPENSE</u>	<u>TOTAL</u>
01	GENERAL	576,777.53	3,920.00	176,794.22	757,491.75
02	FOOD SERVICE	7,821.15	0.00	40,716.68	48,537.83
04	COMMUNITY EDUCATION	157,361.66	0.00	17,716.00	175,077.66
05	CAPITAL	0.00	0.00	24,717.76	24,717.76
06	BLDGING CONSTRUCTION	0.00	0.00	11,917.50	11,917.50
50	ACTIVITY ACCOUNT	3,374.88	0.00	0.00	3,374.88
***	Fund Summary Totals ***	745,335.22	3,920.00	271,862.16	1,021,117.38

***** End of report *****

CHECKRUNS

<u>FUND</u>	<u>DESCRIPTION</u>	<u>March 19, 2021 - April 8, 2021</u>
1	GENERAL	\$757,491.75
2	FOOD SERVICE	\$48,537.83
4	COMMUNITY EDUCATION	\$175,077.66
5	CAPITAL	\$24,717.76
6	CONSTRUCTION	\$11,917.50
7	DEBT SERVICE	\$0.00
47	OPEB	\$0.00
50	ACTIVITY ACCOUNTS	\$3,374.88
	TOTAL	<u>\$1,021,117.38</u>

Check 196436 - 196559

Employee ACH 202100108 - 202100114

Wire Payments 202000229 - 2020000235

PAYROLL

3/30/21

Payroll Direct Deposit Checks	900063750 - 900064226	\$711,137.92
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SOUTH ST. PAUL PUBLIC SCHOOLS
 SPECIAL DISTRICT NO. 6
 Month of Mar 2021

	BREMER CHECKING	BREMER PAYROLL	BREMER CREDIT CARD	FOOD SERVICE CREDIT CARD	BREMER SCHOOL FEES	STOCKYARD SCHOOL STORE	BREMER Money market	MN LIQ ASSET MONEY MKT	TOTAL CASH	US BANK RIVER HEIGHTS	TOTAL CASH AND INVESTMENTS	
Bank Balance	674,188.95	0.00	20,503.13	10,969.95	36,351.39	7,548.53	3,297,254.16	12,477,756.84		0.00	0.00	
O/S Checks	(48,445.09)	0.00									0.00	
Deposits in Transit (direct deposit recall)	177.29											
Other Reconciling Items											0.00	
PR TSA												
PR State Taxes												
PR PERA												
PR TRA												
PR Federal Taxes												
Retirees/ Med payments												
PR PERA												
PR State Taxes												
Harris Bank										0.00	0.00	
Book Balance	625,921.15	0.00	20,503.13	10,969.95	36,351.39	7,548.53	3,297,254.16	12,477,756.84	16,476,305.15	0.00	16,476,305.15	
<u>Flex Account:</u>												
Beginning O/S Checks Balance per Books											Total Cash per General Ledger	16,476,305.15
Transfers from Bremer Checking (to cover clearing checks)					34,889.72 (+)						Difference	0.00
Mar Claims (checks written)					(34,889.72) (-)							
Ending O/S Checks Balance Per Books					0.00							
O/S Checks					0.00							
Difference					0.00							



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: April 12, 2021

Place on Agenda: Consent Items

Action Requested: Approval

Attachment: Staffing

Topic: Staffing
Presenter(s): Chair
Background: The staffing report includes the Appointments, Resignations, Transfers, Retirements, Abolishments and Leaves being recommended to the School Board for approval.
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)**

4-12-21

Certified

A. Appointments/Reassignments

2020-21 Site Solutions Team – Middle School (Effective February-March, 2021; \$140 Stipend)
Liv Garcia

2020-21 ECA

GOLF – BOYS

Additional Coach	Troxel, Claire	\$2,237
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SOFTBALL

Freshman Coach	Philipsek, Megan	\$2,821
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B. Resignations/Retirements/Leaves/Reductions/Other

1. Laura Callies – Extend .2 FTE leave of absence from her position as Physical Education/DAPE Teacher, Kaposia Education Teacher, effective February 1, 2021, through approximately April 16, 2021. (extension from March 26, 2021)
2. Carly Gates – Leave of absence from her position as 1.0 FTE Language Arts Teacher-Middle School, Secondary Building, effective approximately April 28, 2021, through June 14, 2021. (revised effective date)
3. Kristine Kirchner – Leave of absence from her position as 1.0 FTE Grade 3 Elementary Teacher, Kaposia Education Center, effective April 12, 2021, through May 24, 2021.
4. Janelle Rau – Retirement from her position as 1.0 FTE Music Teacher, Kaposia Education Center, effective June 14, 2021.

Classified

A. Appointments/Reassignments

1. Carol Louisiana – Nutrition Services Assistant, Secondary Building, \$16.23 per hour, 17.5 hours per week, effective April 20, 2021.
2. Julie Ries – Office Assistant-Elementary (Temporary), Kaposia Education Center, \$21.65 per hour, up to 30 hours per week, effective March 22, 2021, through April 27, 2021. (extension from April 13, 2021)

Additional Hours – Kids’ Choice Assistant (Effective March 29 – April 2, 2021; \$18.13 per hour; up to 12.5 hours)

Lisa Fulweiler-Marz – Lincoln

Julie Troye – Kaposia

Louise Vega – Kaposia

Christina Zambrano - Lincoln

B. Resignations/Retirements/Leaves/Reductions/Other

1. Bridget Contreras – Resignation from her position as Student Supervisor, Lincoln Center, effective April 2, 2021.
2. Leslie Escoto Vega – Resignation from her position as Kids’ Choice Assistant, Lincoln Center, effective March 3, 2021.
3. Carol Louisiana – Resignation from her position as Student Supervisor, Kaposia Education Center, effective April 16, 2021.
4. Loretta Ohmann – Retirement from her position as Kids’ Choice Assistant, Lincoln Center, effective March 29, 2021.
5. Zelda Prentice – Extend leave of absence from her position as Nutrition Assistant, Secondary Building, effective February 12, 2021, through approximately April 16, 2021. (extension from April 2, 2021)
6. Robin Ross – Retirement from her positions as Third Party Billing Specialist and Building Tech Support, Lincoln Center, effective June 24, 2021.
7. Kenneth Verbout – Resignation from his position as Part-Cleaner, Lincoln Center, effective March 22, 2021.



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: April 12, 2021

Place on Agenda: Committee-of-the-Whole and Business Items

Action Requested: Approval

Attachment: 2021-22 Proposed Budget Adjustments
PowerPoint

Topic: 2021-22 Budget Adjustments
Presenter(s): Superintendent Dave Webb and Finance Director Aaron Bushberger
Background: In January, the School Board set parameters for the 2021-22 general fund budget. In February, they developed and approved a Guiding Change document that would provide district leaders guidance in developing the budget based on those parameters set by the board in January. Over the course of the next few months, district leaders used those parameters to begin developing proposed adjustments to address the projected \$2 million budget shortfall. The proposed adjustments were presented the School Board at the committee-of-the-whole meeting on March 22, 2021.
Recommendation: Administration is recommending the approval of the 2021-22 proposed adjustments. Doing so will allow the next steps of the budget process to proceed, including approving any necessary staffing changes and notification deadlines as required by employment contract or statute. Additionally, approval of the budget adjustments will allow district leaders to develop the comprehensive 2021-22 budget, which is required by statute to be approved by June 30.
Alternatives: Do not approve the proposed budget adjustments and direct administration with next steps.



SOUTH ST. PAUL PUBLIC SCHOOLS
2021-22 Proposed Budget Adjustments

BUDGET ADJUSTMENT RECOMMENDATION	AMOUNT
Staffing Realignment	\$426,000
Additional Program and Staff Adjustments	\$1,015,000
<i>Eliminate Maintenance Foreman position</i>	<i>\$100,000</i>
<i>Redesign Secondary/CLC Asst. Principal structure</i>	<i>\$100,000</i>
<i>Redesign early learning programming</i>	<i>\$90,000</i>
<i>Redesign middle school athletics</i>	<i>\$25,000</i>
<i>Reduce one special education teacher</i>	<i>\$120,000</i>
<i>Reduce three special education paraprofessionals</i>	<i>\$90,000</i>
<i>Reduce three student support assistants</i>	<i>\$105,000</i>
<i>Reduce contract for one School Resource Office (SRO)</i>	<i>\$60,000</i>
<i>Reduce two elementary intervention teachers</i>	<i>\$150,000</i>
<i>Move salaries/benefits to LTFM</i>	<i>\$100,000</i>
<i>Move salaries/benefits to Tech Levy</i>	<i>\$75,000</i>
TOTAL PROPOSED ADJUSTMENTS	\$1,441,000

2021-22 Budget Alignment

School Board Meeting
April 12, 2021





Process and Timeline

Board approves budget parameters

Jan. 25

Board reviews and approves first round of proposed adjustments
\$1.4 million

Mar. 22 & April 12

State and Federal funding determined

April/May

Board reviews and approves second round of proposed adjustments
\$500,000

May 10 & 24



Survey

We surveyed our staff and gathered their feedback and incorporated many of those suggestions into our recommendations.

"Tell us what you think!"





The Story



FUNDING

- State funding has not kept pace with inflation
- Current funding formula is unfair - need for equalization
- Uncertain federal stimulus funding



DECLINING ENROLLMENT

- SSPPS enrollment has declined.
- Pandemic
 - Smaller incoming kindergarten classes vs. outgoing graduating classes

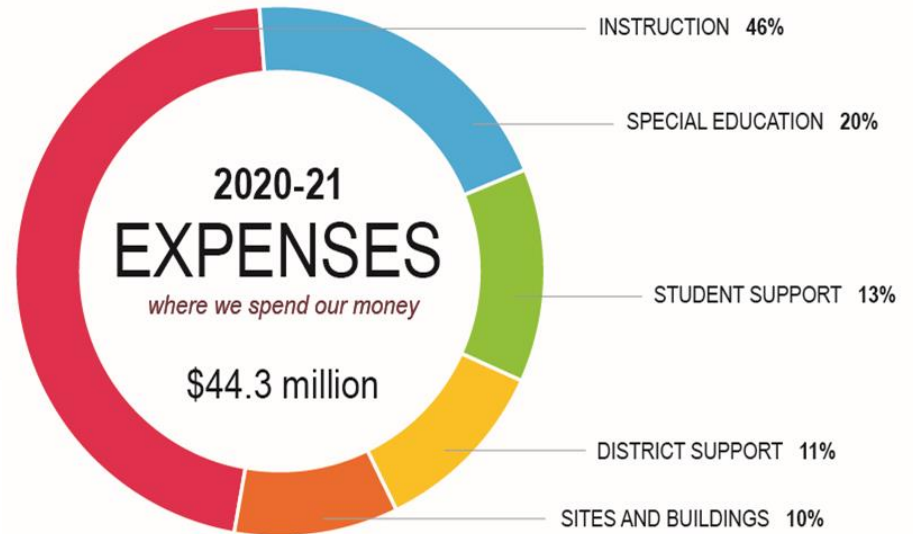
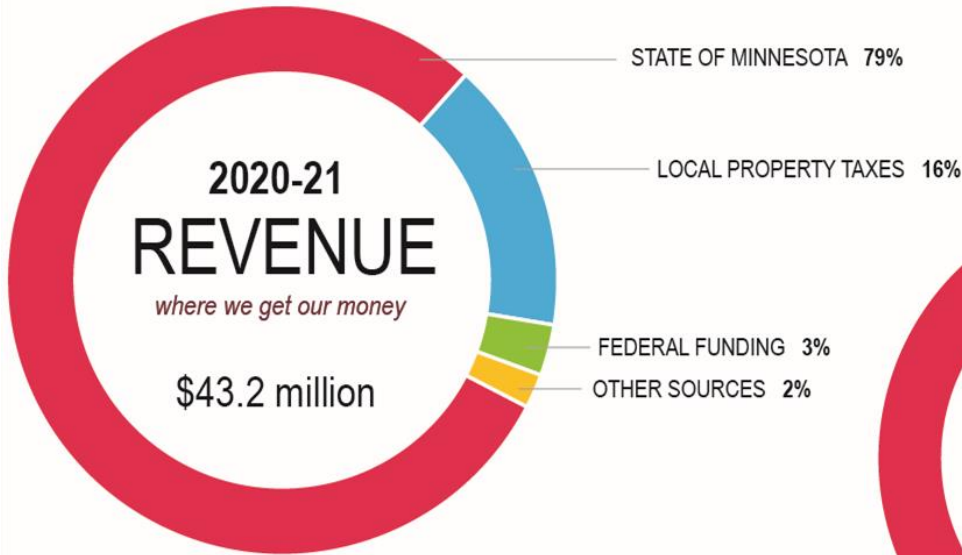


INCREASED EXPENSES

- Annual increases in expenses due to inflation
- Additional COVID-19 related expenses



Revenue and Expenses





Fiscal Reality

\$2 MILLION
Budget Shortfall
for 2021-22

Solution:

- Annual alignment of staffing to current class size norms
- Reduce fund balance
- Tap OPEB fund
- Reduce expenses



2021-22 Budget Projections

	Revenues	Expenditures
Original Amount	<u>\$41,787,206</u>	<u>\$46,231,539</u>
OPEB Trust Draw		-\$775,000
GEER/ESSER (Round #1)	\$500,000	
Budget adjustments		-\$2,000,000
GEER/ESSER (Round #2)	???	
Federal Stimulus #3	???	
Revised Amount	\$42,287,206	\$43,456,539



2021-22 Budget Projections

Projected 6/30/21 Fund Balance	\$4,850,727
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Fund Balance Policy %	9%
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Projected Revenues	\$42,287,206
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Projected Expenditures	\$43,456,539
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Net Change	-\$1,169,333
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Projected 6/30/22 Fund Balance	\$3,681,394
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Fund Balance Policy %	7%
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Strong Student Support

- **Maintain low class sizes district-wide**
 - 2020-21 (26.4)
 - 2021-22 (26.5)
- **Maintain strong student support services**
 - Counselors
 - Student support (behavior) staff
 - MTSS/School Psychologists/Mental Health
 - Academic intervention teachers





Additional Adjustments

Budget Adjustment	Amount
Align staffing to enrollment	\$426,000
Other budget adjustments	\$1,015,000
Total	\$1,441,000
Estimated budget adjustments in May	\$500,000



Align Staffing to Enrollment

Realign staffing to class size norms

(ongoing savings)

Current staffing levels are at class size norms approved by the SSP School Board. As enrollment drives revenue, staffing must be re-aligned to enrollment.

RECOMMENDATION:

- Adjust staffing levels to approved norms = **\$426,000**
 - * *Retain current class size norms for 2021-22*
 - Projected enrollment ↓ 90-100 students
 - Classroom staffing ↓ 4.8 FTE





Class Sizes Remain Low

*** NO CHANGE
recommended
in class size
norms for
2021-22**

Grade Level	2020-21 Class Size Norms*	
K	20-24	
1	21-25	
2	22-26	
3	23-27	
4	24-28	
5	25-29	
6-8	27-31	
9-12	29-33	
District Average	2020-21 26.4	2021-22 26.5



Additional Adjustments

Description	Amount
Eliminate Maintenance Foreman position	\$100,000
Redesign Secondary/CLC Asst. Principal structure	\$100,000
Redesign early learning programming	\$90,000
Redesign middle school athletics	\$25,000
Reduce one special education teacher	\$120,000
Reduce three special education paraprofessionals	\$90,000



Additional Adjustments

Description	Amount
Reduce three student support assistants	\$105,000
Reduce contract for one School Resource Officer (SRO)	\$60,000
Reduce two elementary intervention teachers	\$150,000
Move salaries/benefits to LTFM	\$100,000
Move salaries/benefits to Tech Levy	\$75,000
Total	\$1,015,000



Adjustment Summary



Budget Program Area	% of Budget	% of Adjustments
Instruction	46%	44%
Special Education	20%	24%
Student Support	13%	14%
District Support	11%	9%
Sites and Buildings	10%	9%
TOTAL	100%	100%



Next Steps



**Continued
Advocacy for
Fair Funding**



**Explore Opportunities
to Retain, Return and
Recruit students**



**Continued
Exploration of
Redesign to Deliver
Quality Service**



**Explore Additional
Revenue Generation
Opportunities**



Federal Funding - UPDATE

	GEER/ESSER I	ESSER II	ESSER III
Legislation	CARES Act	CRRSA Act	ARP Act
Announced	Mar 2020	Dec 2020	Mar 2021
Federal Allocation	\$16.5 billion	\$58.3 billion	\$123 billion
SSP Allocation	\$533,000	\$1.7 million	???
Supplant?	Yes	Yes	Yes
Spend Dates Thru	9/30/22	9/30/23	9/30/24



Federal Funding - UPDATE

- **Current focus has been on 2021-22 budget planning**
- **Going forward, focus will be on three-year budget picture (2021-22, 2022-23 and 2023-24)**
 - Additional federal funding through 2023-24
 - State funding through 2022-23
 - Challenges of one-time funding
 - Impact on additional 2021-22 budget adjustments





SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Monday, April 12, 2021

Place on Agenda: COW and Regular Meeting

Action Requested: Approval

Attachment: 2021-22 Resolution Discontinuing and Reducing Positions

Topic: 2021-22 Resolution Discontinuing and Reducing Positions
Presenter(s): Aaron Bushberger, Finance Director; Cathy Miller, Director of Human Resources
Background: <p>On January 25, 2021, the resolution directing administration to make recommendations for reductions in programs and positions was approved. The April 12, 2021 School Board meeting includes budget recommendations for the 2021-22 school year. Based on the budget recommendations, the 2021-22 Resolution Discontinuing and Reducing Positions eliminates the 10-month Assistant Principal position (currently we have two 10-month Assistant Principals). The budget recommendations include restructuring one of the 10-month Assistant Principal positions into a 12-month Assistant Principal position.</p>
Recommendation: Approval of the 2021-22 Resolution Discontinuing and Reducing Positions
Alternatives: Do not approve the resolution and provide direction to administration



**Special School District No. 6
(South St. Paul Public Schools)
State of Minnesota**

Member _____ introduced the following resolution and moved its adoption:

**RESOLUTION DISCONTINUING AND REDUCING
POSITIONS**

WHEREAS, the School Board of Special School District No. 6, South St. Paul, adopted a resolution on January 25, 2021, directing the administration to make recommendations for reductions in positions, and

WHEREAS, said recommendations have been received and considered by the School Board.

BE IT RESOLVED by the School Board of Special School District No. 6, South St. Paul, as follows:

That the following programs and positions, or portions thereof, be discontinued:

- Assistant Principal (10 month) position

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

and the following voted against:

Whereupon said resolution was declared duly passed and adopted.



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Monday, April 12, 2021

Place on Agenda: Committee of the Whole and Regular Meeting

Action Requested: Approval

Attachment: None

Topic: Lease Extension

Presenter(s): Aaron Bushberger, Finance Director

The school district is currently leasing space located at 523 Marie Ave East (part of the District Office building) to Kari Johnson and Tina Olson, who operate 'Images by Design'. The district assumed the lease when the District Office building was purchased in 2013.

The existing three-year lease expired on December 31, 2020. We are proposing extending the lease for a two-year period, which would expire on December 31, 2022. We are proposing no changes to the terms and conditions of the lease and no changes to the rent charges.

Recommendation:

Approval

Alternatives:

Do not approve; end lease or evaluate terms and conditions of lease.

Meeting Date: April 12, 2021

Place on Agenda: Committee-of-the-Whole and Business Item

Action Requested: Approval

Attachment: B-8 Joint Powers Agreement and Amendment
Click [here](#) to watch the B-8 flipped video presentation

Topic: B-8 Joint Powers Agreement Amendment

Presenter(s): Superintendent Dave Webb

Background:

In October of 2020, Dakota County Community Services and four Dakota County school districts, South St. Paul Public Schools and Independent School Districts 191, 197 and 199 signed onto a B-8 partnership promoting literacy at grade level by the end of third grade. Connie Garling-Squire has been our district leader on the development of this program for the past six years. She has helped our partnership win numerous state awards for this groundbreaking work that has been recognized state-wide.

The goal of the partnership is to identify very young children who have barriers that will prevent them from developmental and school success. Identified children and families are then connected to various service points in the community such as: food shelves, community service nonprofits, public assistance programs, public health programs, social services, and education programs.

This effort is achieved through the Joint Powers Agreement which creates a path for information sharing that can occur as the child grows. Agencies must be able to facilitate access to services and to learn when services are no longer being used, sharing information seamlessly across systems to ensure children and families are connected to supportive services.

The child and family's involvement in programming as well as a few key early childhood markers will be tracked into elementary school. This will ensure reconnection to supportive services and to evaluate the effectiveness of the initiative and the interventions accessed.

Recommendation:

We are recommending the approval of the Joint Powers Agreement Amendment to continue supporting our partnership and our multi-agency interventions for families.

Alternatives:

Do not approve the B-8 Joint Powers Agreement Amendment and direct administration with next steps.

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY OF DAKOTA
AND SPECIAL SCHOOL DISTRICT 6
FOR BIRTH TO AGE 8 PROGRAM SERVICES**

This Agreement is between County of Dakota, through its Department of Public Health, hereinafter "County," and Special School District 6, South St, Paul, Minnesota, hereinafter "School District." This Agreement uses the word "Parties" for both County and School District.

WHEREAS, the County and the School District are governmental units as that term is defined in Minn. Stat. §471.59; and

WHEREAS, under Minn. Stat. §471.59, subd.1, two or more governmental units may enter into an agreement to cooperatively exercise any power common to the contracting Parties, and one of the participating governmental units may exercise one of its powers on behalf of the other governmental units; and

WHEREAS, the County operates a Birth to Age 8 program ("Program") with the goal of assuring that all children reach key developmental milestones in order to better ensure they are reading proficiently by third grade; and

WHEREAS, research shows that children who read proficiently by third grade have a greater likelihood of graduating from high school and demonstrating long term economic success; and

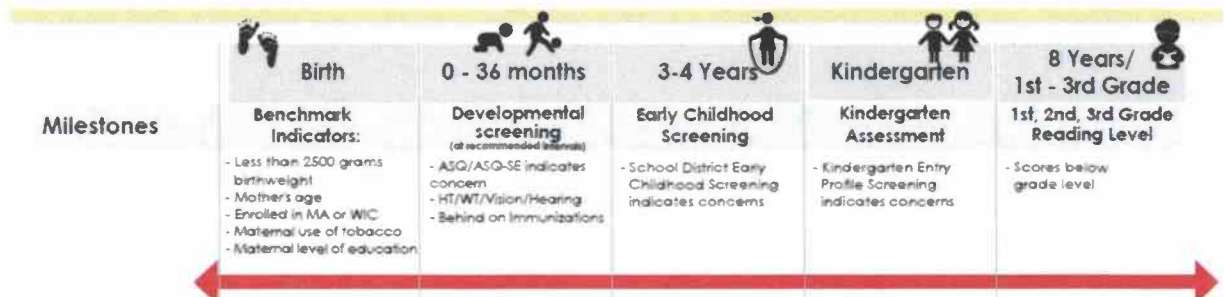
WHEREAS, the Parties desire to establish a method by which the Parties can access shared data on children's developmental milestones; and

WHEREAS, the Parties' respective governing boards authorized the Parties to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein the Parties agree as follows:

1. GENERAL PROVISIONS

1.1 Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the School District with respect to the Program requirements set forth in legislation enacted in the 2017 Special Session of the Minnesota Legislature, as described in Exhibit 1. The County will create an online data sharing portal ("the Portal") to which the Parties, pursuant to valid authorizations for release of information, will enter data on children related to the five key developmental milestone markers ("milestones") from birth to age eight: (1) birth benchmark; (2) 0-36 months developmental screening(s); (3) early childhood screening; (4) kindergarten assessment; and (5) first, second, and third grade reading levels, and as described below. Such data shall be entered into the Portal by a color-coded indicator only (green, yellow, red "stoplight") as described in Articles 2 and 3.



1.2 Cooperation. The County and the School District shall cooperate and use their reasonable efforts to ensure the most expeditious implementation of the various provisions of this Agreement. The Parties agree to, in good faith, undertake resolution of any disputes in an equitable and timely manner.

1.3 Term. This Agreement is effective and enforceable on the date the last Party signs this Agreement ("Effective Date") and expires on June 30, 2021.

2. COUNTY'S RIGHTS AND OBLIGATIONS

The County will:

- A. Offer enrollment in the Program to children living in the School District ("enrolled child(ren)"), with attention to those who meet one or more of the enrollment criteria listed in Exhibit 1. Enrollment will occur either through the County's Women, Infant and Children (WIC) Program, Follow Along Program (FAP), Family Home Visiting (FHV) program, or any other County program that is determined as useful for identifying children at risk of falling below established guidelines;
- B. Collect basic demographic information about enrolled children, which includes name, gender, date of birth, parent/guardian name and contact information, language communication preference, and potential eligibility for or enrollment in Medical Assistance (MA);
- C. Collect existing enrolled children's height/weight and hearing vision concerns as determined by the County's Public Health Nurses, Ages and Stages Questionnaires (ASQ) (as described in Exhibit 2), and the enrolled children's immunization statuses;
- D. Create a birth benchmark for each enrolled child, if the child was born in Dakota County, and as described in Exhibit 2;
- E. Calculate and enter into the Portal data regarding developmental milestones for which the County is responsible to determine by color-coded indicators (green, yellow, red "stoplights").
- F. Monitor enrolled children's development over time, from birth through third grade, using criteria correlated to reading proficiency and graduation likelihood;
- G. Obtain and maintain releases of information from parents or legal guardians who voluntarily choose to have their children participate in the Program, and which are necessary for the release of data to the School District in the Portal;
- H. Maintain The Portal;
- I. Enter stoplight indicators into the Portal for the first two milestones: birth benchmark and 0-36 developmental screening(s) of all enrolled children, when available, as well as referrals and interventions offered;
- J. Provide identified staff in the School District with password-protected access to the Portal so that the School District may view and obtain the enrolled-children's data consistent with any releases of information it deems necessary under the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, (MGDPA) and Minn. R. Ch. 1205; and
- K. Remove access rights to enrolled children's data if the children's family moves outside of the School District.

3. SCHOOL DISTRICT'S RIGHTS AND OBLIGATIONS

The School District will:

- A. Offer enrollment at early childhood screenings and at other points, as determined by the School District;
- B. Access the Portal to obtain data about the enrolled children that may need assistance with identified developmental milestones. Such access to the Portal must only be obtained by the School District's identified district staff;
- C. Determine whether an enrolled child has met the developmental milestones at: early childhood screening, kindergarten assessment, and first, second, and third grade reading levels;
- D. Report developmental milestones in the Portal as pass (green), monitor (yellow) or fail (red) "stoplights;"
- E. Not release data underlying the stoplights to the County nor enter the data into the Portal; and
- F. Obtain all releases of information it deems necessary under state and federal law, including the MGDPA and any other state or federal privacy laws that apply to the School District, prior to entering data in the Portal.

4. LIMITATION OF LIABILITY

- 4.1 Liable for Own Acts. Each Party to this Agreement shall be liable for the acts of its own officers, employees and agents and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other Party, its officers, employees and/or agents. Activities by the Parties to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the

Parties that they shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minn. Stat. §471.59, subd. 1a(a), provided further that for purposes of that statute, each Party to this Agreement expressly declines responsibility for the acts or omissions of the other Party.

- 4.2 Indemnification. To the fullest extent permitted by law, each Party agrees to indemnify the other Party, their board members, employees, and volunteers, from and against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of or resulting from the activities under this Agreement; but only to the extent caused in whole or in part by the negligent acts, errors or omissions of the Party, or anyone directly or indirectly employed by the Party or anyone whose acts the Party may be liable.
- 4.3 Limitation. Nothing in this Article shall be construed as a waiver by either Party of any immunity, defense, or other limitations on liability to which the Party is entitled by law, including but not limited to the provisions of the Municipal Tort Claims Act, Minn. Stat. Chapter 466. Nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or stack separate liability caps.

5. FORCE MAJEURE

Neither Party shall be liable to the other Party for any loss or damage resulting from a delay or failure to perform due to unforeseeable acts or events outside the defaulting Party's reasonable control, providing the defaulting Party gives notice to the other Party as soon as possible. Acts and events may include acts of God, acts of terrorism, war, fire, flood, epidemic, acts of civil or military authority, and natural disasters.

6. TERMINATION

- 6.1 Termination Without Cause. Either Party may withdraw from or terminate this Agreement without cause by providing 30 days' Notice of Termination to the other Party. Also, the Parties may mutually terminate this Agreement, and it may be terminated by operation of law or court order.
- 6.2 Termination for Cause or Material Breach. Either Party may immediately terminate this Agreement for cause by providing Notice of Termination to the other Party, unless a different procedure or effective date is stated within the specific article of this Agreement under which the default occurs. In addition to other specifically stated provisions of this Agreement or as otherwise stated in law, events or circumstances constituting default and giving rise to the right to terminate for cause, unless waived, include but are not limited to:
- A. Making material misrepresentations either in the attached exhibits or in any other material provision or condition relied upon in the making of this Agreement.
 - B. Failure to perform obligations within the time specified in this Agreement.
 - C. Failure to perform any other material provision of this Agreement, including allowing access to the Portal by any person other than those with the titles identified herein.
 - D. Failure to diligently and timely perform obligations so as to endanger performance of the provisions of this Agreement.
- 6.3 Termination by County – Lack of Funding. The County may immediately terminate this Agreement for lack of funding. A lack of funding occurs when funds appropriated for this Agreement, including the Portal, as of the Effective Date from a non-County source are unavailable or are not appropriated by the County Board. The County has sole discretion to determine if there is a lack of funding. The County is not subject to any penalty or damages for termination due to lack of funding. No Notice of Default is required to terminate under this article.
- 6.4 Notice of Termination. The Notice of Termination must state the intent to terminate the Agreement and specify the events or circumstances relevant Agreement provision warranting termination of the Agreement and whether the termination is for cause.
- 6.5 Duties and Obligations of Parties Upon Termination. Upon either Party providing the Notice of Termination, and except as otherwise stated, the Parties shall:
- A. Discontinue performance under this Agreement on the date and to the extent specified in the Notice of Termination.
 - B. Complete performance of any work that is not discontinued by the Notice of Termination.
 - C. Cooperate with each other regarding transition of Portal access.

11. CONFIDENTIALITY AND DATA PRACTICES

- 11.1 "Protected Data" has the same meaning as Not Public Data as defined in Minn. Stat. § 13.02, subd. 8a.
- 11.2 For purposes of this Agreement, all data created, collected, received, stored, used, maintained, or disseminated by County and School District in the performance of this Agreement is subject to the requirements of the MGDPA, as well as any other applicable State or Federal laws on data privacy or security. Each Party must comply with and is subject to the provisions, remedies and requirements of the MGDPA. Data that is created, collected, received, stored, used, maintained, or disseminated by the School District in performance of this Agreement may also be subject to the requirements of the Family Educational Rights and Privacy Act (FERPA), and any other state or federal privacy laws that apply to the School District's data. The County is not subject to FERPA requirements.
- 11.3 The Parties acknowledge that they may transmit Protected Data to the Portal in connection with this Agreement. The Parties shall not, at any time, directly or indirectly reveal, report, publish, duplicate, or otherwise disclose, to any third party in any way whatsoever any Protected Data, unless required or allowed by law or consent. The Parties independently agree to implement such procedures as are necessary to assure protection and security of Protected Data and to furnish each other with a copy of said procedures upon request.
- 11.4 Each Party is responsible for maintaining its own records related to the Program and responding to requests for data from individuals and the public. As a courtesy, the Parties may inform each other of requests for data related to the Program, but this is not a requirement.
- 11.5 As a condition of the County providing the School District with access credentials to the Portal, the School District shall comply with Exhibit 3, Dakota County Portal Access, which is attached and incorporated herein.
- 11.6 This article survives expiration or termination of this Agreement.

12. INSURANCE

Each Party shall maintain policies of insurance or self-insurance which covers the activities of the Program and in an amount not less than the statutory maximum set forth in Minn. Stat. § 466.04.

13. SEVERABILITY

The provisions of this Agreement shall be deemed severable. If any provision of this Agreement is void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement unless the void, invalid or unenforceable provision substantially impairs the value of the entire Agreement with respect to either Party.

14. MERGER

- 14.1 Final Agreement. This Agreement is the final expression of the agreement of the Parties. This Agreement is the complete and exclusive statement of the provisions agreed to by the Parties. This Agreement supersedes all prior negotiations, understandings, or agreements. There are no representations, warranties, or provisions, either oral or written, not contained herein.
- 14.2 Exhibits. The following Exhibits are incorporated and made a part of this Contract:
Exhibit 1— Legislation
Exhibit 2-- Dakota County's Birth Benchmark and ASQs; and
Exhibit 3—Dakota County Portal Access.

By signing this Agreement, the Parties acknowledge receipt of all the above Exhibits. If there is a conflict between any provision of any Exhibit and any provision in the body of this Agreement, the body of this Agreement will prevail. To the extent reasonably possible, the Exhibits will be construed and constructed to supplement, rather than conflict with, the body of this Agreement. If there is a conflict between any

provision of Exhibit 1 and another Exhibit, the provision of Exhibit 1 will prevail. If there is a conflict between any provision of Exhibit 3 and another Exhibit, the provision of Exhibit 3 will prevail.

15. AGREEMENT INTERPRETATION AND CONSTRUCTION

This Agreement was fully reviewed and negotiated by the Parties, and each Party had the opportunity to have the Agreement reviewed by its attorney prior to signing. Any ambiguity, inconsistency, or question of interpretation or construction in this Agreement shall not be resolved strictly against the Party that drafted the Agreement. It is the intent of the Parties that every article (including any subarticle), clause, term, provision, condition, and all other language used in this Agreement shall be constructed and construed so as to give its natural and ordinary meaning and effect.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below:

Approved by Dakota County Board
Resolution No. _____

COUNTY OF DAKOTA

By _____
Marti Fischbach
Title Community Services Director

Approved as to form:

/s/ Suzanne W. Schrader Aug. 7, 2020
Assistant County Attorney/Date
County Attorney File No. KS-20-347-2

Date of Signature _____

Approved by School Board
Resolution No. _____

SCHOOL DISTRICT

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By _____

DAVID WEBB
(Please print name.)

Approved as to form:

/s/ Maggie R. Wallner Aug. 7, 2020
Attorney for School District/Date

Title SUPERINTENDENT
Date of Signature 8/13/2020

EXHIBIT 1

Minnesota Legislation

The following provision is in Senate File 2 of the 2017 Special Session of the Minnesota Legislature. The Governor approved this legislation on May 30, 2017. The 2017 legislation was subsequently amended in House File 11 of the 2020 Special Session of the Minnesota Legislature, and approved by the Governor on June 18, 2020:

Sec. 33. Minnesota Birth to Age Eight Pilot Project.

Subdivision 1. Authorization. The commissioner of human services shall award a grant to Dakota County to develop and implement pilots that will evaluate the impact of a coordinated systems and service delivery approach on key developmental milestones and outcomes that ultimately lead to reading proficiency by age eight within the target population. The pilot program is from July 1, 2017, to June 30, 2021.

Subd. 2. Pilot design and goals. The pilot will establish key developmental milestone markers from birth to age eight. Pilot program participants will be developmentally assessed and tracked by a technology solution that tracks developmental milestones along the established developmental continuum. If a pilot program participant's progress falls below established milestones, the coordinated service system will focus on identified areas of concern and offer referrals or services to pilot program participants.

Subd. 3. Program participants in target population. Pilot program participants must opt in and provide parental or guardian consent to participant and be enrolled or engaged in one or more of the following:

- (1) a Women's Infant & Children (WIC) program;
- (2) a family home visiting program or Follow Along Program;
- (3) a school's early childhood screening; or
- (4) any other Dakota County or school program that is determined as useful for identifying children at risk of falling below established guidelines.

Subd. 4. Evaluation and report. The county or counties shall work with a third party evaluator to evaluate the effectiveness of the pilot and report to the legislative committees with jurisdiction over human services policy and finance each year by February 1 with an update on the progress of the pilot. The final report on the pilot is due January 1, 2022.

EXHIBIT 2 Birth Benchmark and Developmental Benchmarks

Birth Benchmark Explanation

As part of the Birth to Age 8 Program, the County will create and then add a birth benchmark to each enrolled child's Portal profile.

The Parties agree that they have cooperatively created the following indicators and that such indicators may change over time, but the County will seek input and approval from the School District prior to implementing any new criteria. The Parties agree that the indicators that form the birth benchmark will be based on research that connects the criteria to the ability to read by age eight. Additionally, the indicators are all criteria that are required for participation in the County's Family Home Visiting (FHV) program, which is one possible enrollment criterion for the Program. At the time of signing this JPA, the following are the birth benchmark indicators, which are collected from the Minnesota Department of Health birth record information and systems used by state and county workers to determine eligibility for public assistance:

- Birth weight less than 2500 grams;
- Birth mother's use of tobacco while pregnant;
- Birth mother's level of education at time of delivery (less than high school diploma or GED);
- Whether the birth mother was a teen parent (<19 years) at the time of delivery; and
- Whether the birth mother was enrolled in Medical Assistance (MA) or Women, Infants and Children (WIC) at the time of delivery.

The Portal will automatically calculate a color-coded result (a red, yellow, or green "stoplight") based on the following equal-weighted scale:

- 0-1 of the indicators: Green
- 2-3 of the indicators: Yellow
- 4-5 of the indicators: Red

County staff will calculate the color-coded result, and the Portal will populate an enrolled-child's profile with the stoplight. The School District will not have access to the individual indicators that triggered the stoplight color. Only designated County and School District staff will be able to view the stoplight. The birth benchmark helps show where the child started in life, compared to the child's progress throughout the term of the Program. The Parties will use this information to show progress over time for each enrolled child, offer referrals and/or services, as well as for Program evaluation purposes.

Dakota County Developmental Milestone Benchmarks: Ages and Stages Questionnaires (ASQs) and Stages Questionnaires – Social Emotional (ASQ-SE)

The County uses ASQ or ASQ-SE tools to measure if each enrolled-child has met developmental milestones in communication, gross motor, fine motor, personal social, problem solving and social emotional behaviors. Results from ASQ/ASQ-SE screening will be uploaded to the Portal as green (pass), yellow (monitor), or red (fail) "stoplights" only. Individual answers will not be shared with the School District.

School District Developmental Milestone Benchmarks

The School District will measure whether each enrolled-child has met developmental milestones for ages 36 months through third grade:

- Early Childhood Screening
- Kindergarten Assessment
- 1st, 2nd, 3rd Grade Reading

The School District will upload the results to the Portal as green (pass), yellow (monitor), or red (fail) "stoplights" only. Individual answers, scores, or any other underlying data will not be shared with the County.

Exhibit 3

DAKOTA COUNTY PORTAL ACCESS

The County has created and controls the Portal as the data system to facilitate the sharing of milestone data with the School District. The School District has been granted access to the Portal, as defined in the Agreement, which contains not public data, as that term is defined in Minn. Stat. § 13.02, subd. 8a (hereinafter, "Protected Data"). Accordingly, the School District shall take measures to ensure that its officers, employees, and independent contractors (collectively, "staff") who have access to the Portal, adhere to all applicable privacy and security requirements and standards in state and federal law, industry regulations, and County policy governing such access.

While accessing the Portal, School District agrees to comply with the following conditions and notify its staff who access the Portal of the same:

- (1) School District shall cooperate with the County in setting up a limited number of accounts to access the Portal for only those Staff who have a direct administrative role in the Program;
- (2) School District will ensure that each Staff person with Portal access has unique credentials (which shall be different than the Staff's password for other websites, email, network login, etc.).
- (3) Staff shall access, maintain, use, copy, modify, or disseminate Protected Data only if it is necessary to perform the duties for which the staff have been authorized by the School District pursuant to the Agreement.
- (4) School District shall establish, maintain, and enforce that staff shall access only the minimum amount of Protected Data necessary to conduct their duties under the Agreement.
- (5) Staff shall have no expectation of privacy while accessing or using the Portal, and the County and the School District reserve the right to review, audit, and monitor the access and use of the Portal.
- (6) School District shall reasonably update the County's Public Health Liaison regarding staff access rights based on staff or Portal changes and shall periodically review all access rights at an appropriate frequency to ensure current access rights to Protected Data are appropriate and no greater than are required for a staff member to perform his/her functions necessary under the Agreement.
- (7) School District shall notify the County's Public Health Liaison if there is a change (e.g. termination, reassignment, etc.) in any staff work status or access requirements within 3 business days of such change.
- (8) Staff shall not access the Portal for purposes or activities outside the scope of the staff's duties related to the Program.
- (9) Staff shall keep secure all Protected Data for which School District is responsible and has access.
- (10) Staff shall not reveal their access credentials to anyone, and School District will immediately inform the County's Public Health Liaison if there is reason to believe that anyone may have learned of, or used, staff credentials.
- (11) Staff shall not attempt to, nor assist others, in subverting network security to impair its functionality or to bypass restrictions set by the Portal administrators.
- (12) School District shall notify the County by emailing the Dakota County IT Help Desk at helpdesk@co.dakota.mn.us within 24 hours in the event that School District discovers that there has been a "breach of the security of the data," as that term is defined in Minn. Stat. § 13.055, subd. 1 (a), or a suspected breach of the security of the data. Such notification shall include, at a minimum, (1) the nature of the suspected or actual breach of the security of the data; (2) the types of potentially compromised Protected Data; (3) the duration and expected consequences of the suspected or actual breach of the security of the data; and (4) any mitigation or remediation measures taken or planned in response to the suspected or actual breach of the security of the data. School District shall cooperate with County in the investigation of any suspected or actual breach of the security of the data.

- (13) Each Party is responsible for providing and paying for any and all individual or regulatory notifications in connection with a data breach involving that Party's data.

School District acknowledges and agrees that if any of the above conditions are violated, School District may be subject to Agreement termination provisions. The Parties acknowledge and agree that data confidentiality requirements extend beyond the expiration or termination of the Agreement. School District acknowledges and agrees that it will comply with the above provisions.

END OF EXHIBIT

FIRST AMENDMENT TO THE JOINT POWERS AGREEMENT
BETWEEN THE COUNTY OF DAKOTA AND
SPECIAL SCHOOL DISTRICT 6
FOR BIRTH TO AGE 8 PROGRAM SERVICES

This is the First Amendment to the Joint Powers Agreement dated October 22, 2020, between the County of Dakota, by and through its Department of Public Health (“County”) and Special School District 6, South St. Paul, Minnesota (“School District”).

The parties hereby agree to amend the Joint Powers Agreement as follows:

1. The first paragraph of Article 1.1 is revised to state as follows:

Purpose. The purpose of this Agreement is to define the rights and obligations of the County and the School District. The County has created an online data sharing portal (“the Portal”) to which the Parties, pursuant to valid authorizations for release of information, will enter data on children related to the five key developmental milestone markers (“milestones”) from birth to age eight: (1) birth benchmark; (2) 0-36 months developmental screening(s); (3) early childhood screening; (4) kindergarten assessment; and (5) first, second, and third grade reading levels, and as described below. Such data shall be entered into the Portal by a color-coded indicator only (green, yellow, red “stoplight”) as described in Articles 2 and 3.

2. Article 1.3 is amended to state as follows: “Term. This Agreement is effective and enforceable on the date the last Party signs this Agreement (“Effective Date”) and expires on June 30, 2026.”
3. The first sentence of Article 2.A. is amended to state as follows: “Offer enrollment in the Program to children living in the School District (“enrolled child(ren)”), with attention to those who are at the highest risk, based on the indicators described in the chart under Article 1.1.”
4. Article 14.2 is amended to delete reference to Exhibit 1 – Legislation. Exhibit 1 is deleted in its entirety, as the pilot program described in the legislation ends on June 30, 2021.
5. Exhibit 2: The first paragraph is revised to state as follows: “As part of the Birth to Age 8 Program, the County will create and then add a birth benchmark to each enrolled child’s Portal profile, when data is available.” The fifth bullet point is revised to state as follows: “Whether the birth mother or child was enrolled in Medical Assistance (MA) or Women, Infants and Children (WIC) at the time of delivery.”

Other than the provisions modified above, the remaining terms and conditions of the Joint Powers Agreement shall remain in effect and may only be changed if agreed to in writing by both parties.

ELECTRONIC SIGNATURES

EACH PARTY AGREES THE ELECTRONIC SIGNATURES OF THE PARTIES INCLUDED IN THIS CONTRACT ARE INTENDED TO AUTHENTICATE THIS WRITING AND TO HAVE THE SAME FORCE AND EFFECT AS WET INK SIGNATURES.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Contract on the dates indicated below.

Approved by Dakota County Board
Resolution No. 20-513

Approved as to form:

/s/ Suzanne W. Schrader March 22, 202
Assistant County Attorney/Date
County Attorney File No. KS-20-347-1

Approved by School Board
Resolution No. _____

COUNTY OF DAKOTA

By _____

Marti Fischbach

Title Community Services Director

Date of Signature _____

SCHOOL DISTRICT

(I represent and warrant that I am authorized by law to execute this Agreement and legally bind the School District).

By _____

(Please print name.)

Title _____

Date of Signature _____