



South St. Paul School Board - Committee-of-the-Whole
Monday, July 25, 2022 5:00 PM
Location: Fleming Field Airport
1725 Henry Avenue
South St. Paul, MN 55075

Agenda

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SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: July 25, 2022

Place on Agenda: Committee-of-the-Whole

Action Requested: None. Discussion Only

Attachment: None

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| Topic: Operating Levy Inflationary Adjustments |
| Presenter(s): Ehlers, Superintendent Zambreno and Finance Director Brady Hoffman |
| Background: Ehlers, the financial advisors for South St. Paul Public Schools, will be available to review and discuss the inflationary adjustments related to the District's current operating levy. These adjustments were just release by the Minnesota Department of Education. |
| Recommendation: N/A |
| Alternatives: N/A |



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: July 25, 2022

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

Action Requested: Approval

Attachment: Agreement

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| Topic: Agreement for School Resource Officer Services |
| Presenter(s): Superintendent Brian Zambreno |
| Background: <p>This summer, leaders from South St. Paul Public Schools and the SSP Police Department met to review and revise the agreement for School Resource Officer (SRO) services. Both entities believe the SRO is an integral partner for creating a safe school environment and building positive relationships with our students, staff, families, and SSP community.</p> <p>The attached draft agreement will be reviewed and discussed at the committee-of-the-whole meeting before going before the Board for formal approval at their regular business meeting.</p> |
| Recommendation: <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> |
| Alternatives: <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 1st day of September, 2022, 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. The parties shall each indemnify, defend and hold the other party 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 party incurs or suffers as a result of the

indemnifying party's fault, 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, to the maximum extent allowed by law, 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 \$128,712 (\$64,356 per officer) in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2022 and ending May 1, 2023.
- b. An amount not to exceed the sum of \$133,178 (\$66,589 per officer) in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2023, and ending May 1, 2024.
- 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 established in City's fee schedule.

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, 2022 to June 30, 2024.

3.2 TERMINATION/SUSPENSION/MODIFICATION.

- 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.

- c. City may suspend, modify, or terminate this Agreement on thirty (30) days advanced written notice in the event staffing shortages threaten City's ability to provide adequate policing services to the community ("Critical Shortage"). City will communicate reasonably promptly with the District regarding any anticipated Critical Shortage. The existence of a Critical Shortage will be determined solely in the discretion of City. In the event of a Critical Shortage, City will act in good faith to modify or suspend, rather than terminate, this Agreement if/when reasonably practical in the judgment of the City. Any reduction or suspension of School Resource Officer services due to a Critical Shortage will result in a corresponding reduction in costs the District pays to City.

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.

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CITY OF SOUTH ST. PAUL

James P. Francis, Mayor

ATTEST:

Deanna Werner, City Clerk

SPECIAL SCHOOL DISTRICT NUMBER 6

Linda Diaz , School Board Chair

Nikki Laliberte, School Board Clerk

EXHIBIT A

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

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|--------------------------------------|--------------------------------------|
| 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.



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: July 25, 2022

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

Action Requested: Approval

Attachment: None

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| Topic: Senior Center Social |
| Presenter(s): School Board Members |
| Background: School Board members are interested in hosting another senior center social at Central Square. Program Coordinator Linda Jacobs-Buse has the following socials scheduled and welcomes the School Board to select one of these to host or create their own on a different date: <ul style="list-style-type: none">• August 18: Sub Sandwiches• September 15: Walking Tacos• October 6: Oktoberfest with Brats and Root beer• November 17: Wild Rice Soup• December 15: Potluck Senior Party• January 19: Mac & Cheese• February 16: Baked Potato Bar• March 16: Corned Beef & Cabbage• April 20: TBD• May 18: Tea Party |
| Recommendation: N/A |
| Alternatives: N/A |



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: July 25, 2022

Place on Agenda: Committee-of-the-Whole

Action Requested: None. Discussion Only.

Attachment: None

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| Topic: Committee Updates |
| Presenter(s): School Board Members |
| Background: School Board members will provide an update for the following committees that they serve on: <ul style="list-style-type: none">• District 917• Association for Metropolitan School Districts (AMSD)• Community Education• SSP Educational Foundation• Equity Alliance MN• Finance, Facilities and Long-Range Planning• Local Issues• SSP Open Foundation• District Policy• District Community Engagement and Public Relations• District Superintendent/Executive |
| Recommendation: N/A |
| Alternatives: N/A |