



South St. Paul School Board - Work Session

Monday, September 9, 2024 5:00 PM

District Office, 104 - 5th Avenue South, South St Paul, Minnesota 55075

I. HUMAN RESOURCES

I.A. Grow Your Own Grant Tuition Agreements (J. Milteer)

I.B. VEBA Resolution (J. Milteer)

I.C. Board Member as Substitutes Resolution (J. Milteer)

II. FINANCE and BUSINESS

II.A. Federal Micro Purchase Policy Addendum (B. Hoffman)

II.B. School Resource Officer Contract (B. Zambreno)

III. SCHOOL BOARD

III.A. MSBA School Board Representative (J. Raasch)

III.B. Public Relations and Community Engagement (Board)

III.C. Committee Updates (Board)

- District 917
- AMSD
- Community Education
- Educational Foundation
- Finance, Facilities and Long-Range Planning
- Local Issues
- Policy
- SSP Open Foundation
- Superintendent Executive

III.D. Other Items Deemed Necessary by the School Board



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Monday, September 9, 2024

Place on Agenda: Board Work Session

Action Requested:

Attachment:

Topic: Grow Your Own and Special Education Pipeline Grant Agreements
Presenter(s): Joel Milteer, Director of Human Resources & Candace Burckhardt, Director of Student Services
Background: <p>Previously, we have reported to the Board that the Tri-District had secured a grant for a teacher grow your own program. This grant is ongoing, and we have also secured a similar grant for teachers in the field of special education called the Special Education Pipeline grant. We have had a great deal of interest from staff since our Board presentation in January of 2024, regarding our two staff members entering the first grow your own program. We developed a formal application and interview process to select recipients for these scholarship/grant awards.</p> <p>Tonight, we are pleased to announce that eight additional staff will be receiving scholarship/grant awards to begin their teacher preparation and/or continue their growth as a teacher and expand their license areas. Four of our current eight recipients are beginning their schooling this Fall, and the other four will begin Spring of 2025. We have a few of our teacher candidates with us tonight to share a little about what these scholarships/grants mean to them.</p> <p>Tonight, we are bringing forward the agreements between the district and these staff members which define the terms and conditions of their participation in these programs.</p>
Recommendation: Administration recommends approval of these employee agreements to support the growth of our teacher candidates, and the creation of future teachers for South St. Paul.
Alternatives: Do not approve and direct administration with next steps.

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SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Monday, September 9, 2024

Place on Agenda: Regular Board Meeting

Action Requested: Approval

Attachment:

Topic: Change to District VEBA Account
Presenter(s): Joel Milteer, Director of Human Resources
Background: The District uses a company called MEDSURETY to help manage our employee’s voluntary benefits such as Health Reimbursement Accounts (HRAs) and Voluntary Employee Beneficiary Associations (VEBAs). Previously, the District offered a VEBA plan for employees to be able to set aside pre-tax income for future payment of medical expenses. The District has been notified by MEDSURETY of upcoming changes to our previous VEBA Trust partner. This will impact employee members of the plan who still have dollars in their grandfathered HRA/VEBA. Currently MEDSURETY has two Funded HRA/ VEBA trusts; BPAS and MATRIX. MEDSURETY has terminated the BPAS trust. This requires that they transfer the district’s current trust over to their MATRIX trust.
Recommendation: Administration recommends approval of the proposed change moving from the BPAS to MATRIX HRA/VEBA Trust, effective Fall of 2024.
Alternatives: Do not approve and direct administration with next steps.

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BOARD OF DIRECTORS RESOLUTION
South St. Paul Public Schools VEBA Plan

WHEREAS, South St. Paul Public Schools (the "Corporation") has previously established and is presently maintaining the South St. Paul Public Schools VEBA Plan (the "Plan") with such Plan intended to qualify under Section 501(c)(9) of the Internal Revenue Code, as amended (the "Code") and the trust made a part thereof exempt under Section 501(a) of the Code; and

WHEREAS, Hand Benefits & Trust Company (HB&T) currently serves as Trustee under the Plan; and

WHEREAS, the Plan reserves to the Corporation the right to remove such Trustee and upon removal appoint a Successor Trustee to serve in such capacity under the terms of the Plan; and

WHEREAS, the Corporation has determined that it is desirable to remove the current Trustee and replace such Trustee with MG Trust / Matrix.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Directors of South St. Paul Public Schools exercising its authority under the terms of the South St. Paul Public Schools VEBA Plan hereby removes Hand Benefits & Trust Company (HB&T) as trustee with regard to the Plan and hereby appoints MG Trust / Matrix as Successor Trustee of such Plan to serve under the Plan effective 8/7/2024, with respect to contributions made to the Plan on or after such date. With respect to assets transferred by 8/7/2024, such appointment as Successor Trustee shall be effective as of the date such assets are transferred to the Successor Trustee.

FURTHER, RESOLVED, that the proper officers of South St. Paul Public Schools are hereby authorized and directed to notify Hand Benefits & Trust Company (HB&T) in writing of their removal as Trustee of the Plan and direct that Hand Benefits & Trust Company (HB&T) transfer plan assets to MG Trust / Matrix in its capacity as Successor Trustee; and the proper officers of the Corporation shall notify the participants, investment managers, and any and all other appropriate parties of the appointment of MG Trust / Matrix as Successor Trustee and shall execute on behalf of the Corporation such instruments and documents as necessary in order to effectuate the intent of the foregoing resolutions.

STATE OF [_____]

COUNTY OF [_____]

CERTIFICATE

I, the undersigned officer of the above-named Corporation, hereby certify that the foregoing is a true and correct copy of a Resolution which was duly adopted by the Board of Directors of the Corporation at a meeting thereof, duly held on the ____ Day of _____, 20____, at which meeting a quorum was present and voting throughout and that said Resolution has not been in any way amended, rescinded, or revoked and is in full force and effect as of the date hereof.

Witness my hand and seal of the Corporation, this ____ Day of _____, 20____.

Secretary

CORPORATE SEAL



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Monday, September 9, 2024

Place on Agenda: Work Session

Action Requested: Approval

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

Topic: Employment of School Board member as a Substitute
Presenter: Joel Milteer Human Resource Director
<p>Background:</p> <p>According to MN Statute 123B.195, School Board members may be employed by the school district as an employee as long as the amount earned does not exceed \$20,000 in a fiscal year. Additionally, employment must receive majority approval at a meeting in which all board members are present. The Board Members on this resolution have been substitutes in the past and would like to continue as substitutes for the 2024-25 school year. Majority approval by the School Board is necessary.</p>
<p>Recommendation:</p> <p>Approve Board Member as a classified substitute for the district at the September 23, 2024 regular meeting.</p>
<p>Alternatives:</p> <p>Not approve Board Member as a classified substitute for the district.</p>

Member _____ introduced the following Resolution and moved its adoption:

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

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

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

WHEREAS, the School District wishes to employ Ms. Humann as a substitute in teacher and paraeducator positions.

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

1. The Board hereby approves Ms. Humann for employment as a substitute in a teacher or a paraeducator position in the School District. In accordance with Minnesota Statutes section 123B.195, Ms. Humann's compensation as a result of this employment relationship with the School District must not exceed \$20,000 per fiscal year.
2. Ms. Humann will be paid no more than the 2024-25 rate of pay listed below for the designated substitute assignment:
 - Teacher substitute - \$200/day
 - Para substitute - \$18.00/hour

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

The motion for the adoption of this Resolution was made at the South St. Paul School Board Meeting on September 23, 2024, by _____, duly seconded by _____, and upon a vote being taken thereon, the following voted in favor of the Resolution:

And the following voted against the Resolution:

Whereupon this Resolution was declared duly passed and adopted



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Monday, September 9, 2024

Place on Agenda: Work Session

Action Requested: Approval

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

Topic: Employment of School Board member as a Substitute
Presenter: Joel Milteer Human Resource Director
Background: According to MN Statute 123B.195, School Board members may be employed by the school district as an employee as long as the amount earned does not exceed \$20,000 in a fiscal year. Additionally, employment must receive majority approval at a meeting in which all board members are present. The Board Members on this resolution have been substitutes in the past and would like to continue as substitutes for the 2024-25 school year. Majority approval by the School Board is necessary.
Recommendation: Approve Board Member as a classified substitute for the district at the September 23, 2024 regular meeting.
Alternatives: Not approve Board Member as a classified substitute for the district.

Member _____ introduced the following Resolution and moved its adoption:

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

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

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

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

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

1. The Board hereby approves Ms. Felton for employment as a substitute in a classified position in the School District. In accordance with Minnesota Statutes section 123B.195, Ms. Felton's compensation as a result of this employment relationship with the School District must not exceed \$20,000 per fiscal year.
2. Ms. Felton will be paid no more than the 2024-25 rate of pay listed below for the designated classified substitute assignment:
 - Nutrition Services substitute - \$16.00/hour
 - Student Supervision substitute - \$15.00/hour
 - Clerical substitute - \$19.00/hour

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

The motion for the adoption of this Resolution was made at the South St. Paul School Board Meeting on September 23, 2024, by _____, duly seconded by _____, and upon a vote being taken thereon, the following voted in favor of the Resolution:

And the following voted against the Resolution:

Whereupon this Resolution was declared duly passed and adopted



SOUTH ST. PAUL PUBLIC SCHOOLS

School Board Agenda Item

Meeting Date: Monday, September 9, 2024
Place on Agenda: Work Session
Action Requested: Discussion
Attachment: Resolution – Federal Micro-Purchasing Policy Addendum

Topic: Federal Micro-Purchasing Policy
Presenter(s): Brady Hoffman, Director of Finance
<p>The attached resolution is to increase the district’s micro-purchase threshold for federal funds from \$10,000 to \$25,000.</p> <p>Background: Under the Uniform Grant Guidance (UGG) for federal funds, the micro-purchase threshold is \$10,000. This means that for any purchase over \$10,000 with federal funds we are required to obtain multiple quotes from qualified sources. Under MN Statute, the threshold for requiring multiple quotes is \$25,000. Federal guidance allows entities to establish a higher micro-purchase threshold up to \$50,000.</p>
<p>Recommendation:</p> <p>The administration recommends raising the threshold to align with Minnesota Statutes in order to streamline purchasing processes within the district.</p>
<p>Alternatives:</p> <p>N/A</p>

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EXTRACT OF MINUTES OF MEETING
OF SCHOOL BOARD OF
SPECIAL SCHOOL DISTRICT No. 6
(South St Paul)
STATE OF MINNESOTA

Pursuant to due call and notice thereof, a School Board meeting of Special School District No. 6, State of Minnesota, was held on September 23, 2024 at 6:00 PM., for the purpose, in part, of approving an increase to the Special School District No. 6's federal Micro-purchase threshold of \$10,000 to \$25,000 to be consistent with Minnesota Stat. § 471.345, subd. 5, as allowed by 2 CFR § 200.320(a)(1)(iv), for the acquisition of property or services under a Federal award.

Member _____ introduced the following resolution and moved its adoption:

RESOLUTION APPROVING THE INCREASE OF THE FEDERAL MICRO-PURCHASE THRESHOLD OF \$10,000 TO \$25,000 TO BE CONSISTENT WITH MINNESOTA STATUTE § 471.345, SUBD. 5, AS ALLOWED BY 2 CFR § 200.320(a)(1)(iv), FOR THE ACQUISITION OF PROPERTY OR SERVICES UNDER A FEDERAL AWARD.

BE IT RESOLVED by the School Board of Special School District No. 6, State of Minnesota, as follows:

WHEREAS, Special School District No. 6 entering into an agreement for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property must abide by the Minnesota statutes relating to contracting and bidding.

Minn. Stat. § 471.345, the Uniform Municipal Contracting Law, was established to provide dollar limits for all municipalities upon contracts which shall or may be entered into on the basis of competitive bids, quotations, or purchase or sale in the open market. Minn. Stat. § 471.345. Generally, the following thresholds apply:

1. For contracts over \$175,000 – sealed bids, solicited by public notice and subject to the particular requirements of the governmental subdivision.
2. For contracts from \$25,000 to \$175,000 – sealed bids or direct negotiation, with two quotations whenever possible.
3. For contracts of \$25,000 or less – open market or quotations (with at least two contract quotations, if practicable).

WHEREAS, **Special School District No. 6** must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this **2 CFR § 200.318**, for the acquisition of property or services required under a Federal award or subaward.

WHEREAS, all procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of **2 CFR § 200.319** and **2 CFR § 200.320**.

2 CFR § 200.320 Methods of Procurement to be followed:

1. For contracts over the Simplified Acquisition Threshold, generally defined as \$250,000 in the Federal Acquisition Regulations (FAR) – formal procurement methods such as sealed bids or proposals are appropriate.

2. For contracts determined to be “small purchases”, that is the aggregate dollar amount of which is higher than the micro-purchase threshold and smaller than the Simplified Acquisition Threshold, price or rate quotations must be obtained from an adequate number of qualified sources.
3. For contracts determined to be “Micro-purchases”, currently defined in the Federal Acquisition Regulations (FAR) as \$10,000 or less– Micro-purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.

WHEREAS, 2 CFR 200.320 (a)(1)(iv) allows for **Special School District No. 6** to increase their micro-purchase threshold up to \$50,000. Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The **Special School District No. 6** may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency and auditors in accordance with 2 CFR § 200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of a higher threshold consistent with State law.

THEREFORE; BE IT RESOLVED that the **School Board** approves an increase to the **Special School District No. 6**’s federal Micro-purchase threshold of \$10,000 to \$25,000 to be consistent with Minnesota Stat. § 471.345, subd. 5, as allowed by 2 CFR § 200.320(a)(1)(iv), for the acquisition of property or services under a Federal award.

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 the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA

COUNTY OF DAKOTA

I, the undersigned, being the duly qualified and acting Clerk of Special School District No. 6, State of Minnesota, hereby certify that I have carefully compared the attached and foregoing extract of minutes of a meeting of Special School District No. 6, held on the date therein indicated, with the original of said minutes on file in my office, and the same is a full, true and complete transcript insofar as the same relates to the approval of increasing the federal micro-purchase threshold from \$10,000 to \$25,000 to be consistent with Minnesota Stat. § 471.345, subd. 5, as allowed by 2 CFR § 200.320(a)(1)(iv), for the acquisition of property or services under a Federal award.

WITNESS MY HAND officially as such Clerk this 23rd day of September 2024.

Clerk
Special School District No. 6



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Meeting Date: September 9, 2024

Place on Agenda: Work Session

Action Requested: Review only on September 9 and approval on September 23, 2024

Attachment: School Resource Officer Agreement

Topic: School Resource Officer Agreement
Presenter(s): Dr. Brian Zambreno, Superintendent
Background: South St. Paul Public Schools has a longstanding partnership with the South St. Paul Police Department (SSPPD) in providing School Resource Officers (SROs) to support our schools. This partnership serves a few purposes. First and foremost, we want to ensure the safety of our staff, students, and families when in or around our schools. We also work to use the SROs as a means to develop positive relationships between our students and law enforcement officers. As such, our SROs work with students to help teach them about safe and healthy choices. Every two years we renew our partnership contract. This new contract continues to maintain two SROs in our schools and adjusts how the district pays the SSPPD from a flat dollar amount to a percentage of the officers total annual compensation. The City has already approved the contract on their end. The contract will be in place from September 1, 2024 - June 30, 2026
Recommendation: Administration recommends the approval of the 2024-2026 School Resource Officer Agreement with the South St. Paul Police Department.
Alternatives: Do not approve the agreement and direct administration with next steps.

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**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, 2024, 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 as follows, and include, but are not limited to, the services on the attached Exhibit A, which articulates additional duties, responsibilities, and work schedule of the School Resource Officers. Such services shall be developed cooperatively between City and District.

- a. Fostering a positive school climate through relationship building and open communication.
- b. Protecting students, staff, and visitors to the school grounds from criminal activity.
- c. Serving as a liaison between law enforcement and school officials.
- d. Providing advice on safety drills.
- e. Identifying vulnerabilities in school facilities and safety procedures.

- f. Educating and advising students and staff on law enforcement topics.
- g. Enforcing criminal laws.

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 50% of the total compensation the City owes to the police officers assigned to the School District. Total compensation shall be limited to the amount owed pursuant to each assigned officer’s individual contract and shall not include overtime or any other benefit accrued beyond the contractual amount. :

- a. An amount not to exceed the sum of \$156,504 (\$78,252 per officer) in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2024 and ending May 1, 2025.
- b. An amount not to exceed the sum of \$163,994 (\$81,997 per officer) in nine equal monthly installments with each installment due on the first of each month, beginning September 1, 2025, and ending May 1, 2026.
- 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, 2024 to June 30, 2026.

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

John Raasch, School Board Chair

EXHIBIT A

SOUTH ST. PAUL POLICE DEPARTMENT POSITION DESCRIPTION

Civil Service Classification:	Classification V -- Police Officer
Position Title:	School Resource Officer
Department:	Police
Reports To:	Police Commander and Chief of Police
Revised:	October 2002 May 2008

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

Primary Purpose of the Position:

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

Major Position Functions:

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

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

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

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

Extent Of Supervision Or Guidance Provided:

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

Responsibility For Public Contact:

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

Directly Supervises:

- No regular supervisory responsibilities.

Knowledge, Skills and Abilities:

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

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

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

Working Conditions:

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

Minimum Qualifications:

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

Desirable Qualifications:

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



SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Date: September 9, 2024
Place on Agenda: Work Session
Action Requested: None. Discussion Only
Attachment: None

Topic: Minnesota School Boards Association (MSBA) Board of Directors
Presenter(s): John Raasch, Board Chair
Background: <p>The Minnesota School Boards Association (MSBA) is looking for a board member to serve a 2-year term on their Board. On Monday evening, the SSPPS School Board will discuss if this is a commitment our district can offer to MSBA at this time and if there is any interest by any of our Board members.</p>
Recommendation: <p>N/A</p>
Alternatives: <p>N/A</p>

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SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Place on Agenda: Work Session

Action Requested: None. Review and Discussion Only

Attachment: None.

Topic: Public Relations and Community Engagement
Presenter(s): School Board Members
School Board members will engage in conversation regarding opportunities to partner with the students, staff, and families of South St. Paul Public Schools, as well as the greater South St. Paul community, to continue moving the District's mission and vision forward.
Recommendation: N/A
Alternatives: N/A

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SOUTH ST. PAUL PUBLIC SCHOOLS
School Board Agenda Item

Place on Agenda: Work Session

Action Requested: None. Discussion Only.

Attachment: None

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● AMSD● Community Education● Educational Foundation● Finance, Facilities, and Long-Range Planning● Local Issues● Policy● SSP Open Foundation● Superintendent Executive
Recommendation: N/A
Alternatives: N/A

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